

[IOWA]



LETTER OF CREDIT NO. \_\_\_\_\_

Treasurer, State of Iowa  
Attn: Pledging Desk  
Lucas State Office Building  
321 E 12th Street 1<sup>st</sup> Floor  
Des Moines, Iowa 50319

Dear Sir/Madam:

1. At the request and on the instructions of our customer, \_\_\_\_\_ (the "Member Bank"), Federal Home Loan Bank of Des Moines (the "Bank") establishes in favor of the Treasurer of the State of Iowa (the "Treasurer") this Letter of Credit in the amount of \_\_\_\_\_ (the "Stated Amount") to secure the obligations of the Member Bank to the Treasurer. We hereby irrevocably authorize you to draw on us from time to time, from and after the date hereof to and including 4:30 p.m. our local time on the Expiration Date (as defined in paragraph 9), amounts so that the total of such draws does not exceed the Stated Amount, as may be reinstated under paragraph 5.

2. Funds under this Letter of Credit will be made available to you against receipt by the Bank of a certificate in the form attached as Exhibit A hereto (a "Drawing") which Drawing may be for all or any part of, but shall not exceed, the Stated Amount.

3. Presentation of such certificate shall be made at the office of the Bank located at 801 Walnut Street, Suite 200, Des Moines, IA, 50309, or at any other office of the Bank which may be designated by the Bank on at least ten (10) days prior written notice to you. Notwithstanding the foregoing, any drawing hereunder may be requested by transmitting the requisite certificate as described above to the Bank by facsimile at 515-699-1250 or such other number as specified from time to time by the Bank on at least ten (10) days prior written notice to you. The facsimile transmittal shall be deemed delivered when received. It is understood that drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

4. The Bank agrees to honor and pay the amount of any Drawing if presented in compliance with all of the terms of this Letter of Credit. If any such Drawing is presented at or prior to 10:00 a.m., Iowa time, on a Business Day (as defined herein) on or prior to the Expiration Date, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 3:00 p.m., Iowa time, on the same Business Day. If a Drawing is presented after 10:00 a.m., Iowa time, on any Business Day prior

to, or including the Expiration Date, payment shall be made to the account number or address designated by you of the amount specified, in immediately available funds, by 3:00 p.m., Iowa time, on the following Business Day. Payments made hereunder shall be made by wire transfer to you in accordance with the instructions specified by you in the drawing certificate relating to a particular drawing hereunder.

5. The Stated Amount of this Letter of Credit will be reduced automatically by the amount of any and all Drawings hereunder unless, and only to the extent, such amounts are reinstated by written notice from us to you.

6. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to the Bank at 801 Walnut Street, Suite 200, Des Moines, IA, 50309, specifically referring to Letter of Credit No. \_\_\_\_\_.

7. As used herein, "Business Day" means every day other than a Saturday, Sunday and any other day on which the Fed wire system of the Federal Reserve Board is closed for funds transfers or any day on which the Treasurer's office is closed for business.

8. As used herein "Authorized Officer" of the Treasurer means the Treasurer, any Deputy Treasurer, any Treasury Investment Officer or any other person designated in a written notice given to the Bank and signed by one of the foregoing.

9. As used herein, "Expiration Date" means the earlier of (a) the date on which we receive a notice from you signed by an Authorized Officer, in the form of Exhibit B hereto; (b) thirty (30) days following notice from the Bank that there has been a default by the Member Bank pursuant to the various agreements between the Bank and the Member Bank and the payment thirty (30) days later of the full amount of this Letter of Credit; provided, however, that such date shall not be earlier than thirty (30) days following the date on which you actually receive a notice from us signed by an authorized officer of the Bank in the form of Exhibit C hereto; (c) the date the Stated Amount of the Letter of Credit is fully drawn; or (d) 4:30 p.m. Iowa time on \_\_\_\_\_ (after honoring any draw submitted in accordance with the Letter of Credit).

10. All costs in connection with this Letter of Credit shall be for the account of the Member Bank. You shall have no responsibility for any costs in connection with this Letter of Credit.

11. We will notify you no later than our close of business on the first Business Day following receipt of a Drawing hereunder of any failure of the Drawing to conform to this Letter of Credit or of any other refusal by us to honor such Drawing.

12. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Letter of Credit, the exclusive jurisdiction for the proceeding shall be the Polk County District Court for the State of Iowa, Des Moines, Iowa, or the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate, and the Bank consents to the jurisdiction and venue of any such court and waives any argument that venue in such a forum is not convenient and any rights the Bank may have under any Federal or State law establishing jurisdiction or venue in another forum. In

the event the Bank commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Letter of Credit, the Treasurer at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described, or, if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice. The Bank waives any and all rights to a jury trial in any legal proceedings arising out of or relating to this Letter of Credit or the transactions contemplated hereby. This provision shall not be construed as waiving any immunity to suit or liability, including, but not limited to, sovereign immunity in state or federal court, which may be available to the Treasurer.

13. This Letter of Credit may be amended without the consent of the Treasurer solely to increase or reinstate the Stated Amount. No other amendment may be made in this Letter of Credit without the prior written approval of the Treasurer.

14. This Letter of Credit is issued subject to the International Standby Practices 1998 ("ISP98"). This Letter of Credit shall also be deemed to be a contract made under the laws of the State of Iowa and shall, as to matters not governed by the ISP98, be governed by and construed in accordance with the laws of the State of Iowa including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Iowa (the "UCC"). In the event of any conflict between the terms of this Letter of Credit and the UCC or the ISP98, the terms of this Letter of Credit will prevail.

15. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except only the certificate(s) referred to herein and the Uniform Customs; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificate(s) and the Uniform Customs.

**Federal Home Loan Bank of Des Moines**  
**801 Walnut Street, Suite 200**  
**Des Moines, IA 50309**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**LETTER OF CREDIT NO. \_\_\_\_\_**  
**APPLICANT: \_\_\_\_\_**

**DRAWING CERTIFICATE**

Federal Home Loan Bank of Des Moines  
801 Walnut Street, Suite 200  
Des Moines, IA 50309

The undersigned individual, an Authorized Officer of the Treasurer of the State of Iowa (the "Beneficiary"), hereby certifies on behalf of the Beneficiary with respect to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ (the "Letter of Credit"), issued by the Federal Home Loan Bank of Des Moines in favor of the Beneficiary as follows:

1. An Event of Default has occurred pursuant to agreements between the Beneficiary and your Member Bank which authorizes a draw upon this Letter of Credit.

2. The amount of the drawing when added to the amount of any other drawing under the Letter of Credit made simultaneously herewith, does not exceed the Stated Amount of the Letter of Credit, as reinstated pursuant to paragraph 5 thereof.

3. Payment by the Bank pursuant to this drawing shall be made by wire transfer in immediately available funds to \_\_\_\_\_, ABA Number \_\_\_\_\_, Account Number \_\_\_\_\_, Attention: \_\_\_\_\_, Re: \_\_\_\_\_.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**TREASURER OF THE STATE OF IOWA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**LETTER OF CREDIT NO. \_\_\_\_\_**  
**APPLICANT: \_\_\_\_\_**

**NOTICE OF TERMINATION  
BY BENEFICIARY**

Federal Home Loan Bank of Des Moines  
801 Walnut Street, Suite 200  
Des Moines, IA 50309

Ladies and Gentlemen:

Reference is hereby made to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ (the "Letter of Credit"), which has been established by you for the account of \_\_\_\_\_ in favor of the Treasurer of the State of Iowa.

The undersigned is hereby delivering the Letter of Credit to you for cancellation.

All defined terms used herein which are not otherwise defined shall have the same meaning as in the Letter of Credit.

**TREASURER OF THE STATE OF IOWA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**LETTER OF CREDIT NO. \_\_\_\_\_**  
**APPLICANT: \_\_\_\_\_**

**NOTICE OF TERMINATION  
BY BANK**

Treasurer, State of Iowa  
Attn: Pledging Desk  
Lucas State Office Building  
321 E 12th Street 1<sup>st</sup> Floor  
Des Moines, Iowa 50319

Ladies and Gentlemen:

Reference is hereby made to that certain Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ (the "Letter of Credit") which has been established by us for the account of \_\_\_\_\_ (the "Member Bank") in your favor under the agreements between you and the Member Bank.

We hereby notify you that the Letter of Credit will terminate as of 5:00 p.m. our local time on the date that is thirty (30) days following the date on which you actually receive this notice or, if such thirtieth (30th) day is not a Business Day (as defined in the Letter of Credit), on the first Business Day following such thirtieth (30th) day.

**Federal Home Loan Bank of Des Moines**

By \_\_\_\_\_  
Authorized Officer