



Capital Markets Group

Federal Funds Borrowings (Secured)

Form with fields: ACCOUNT NAME, ADDRESS, CITY, STATE, ZIP, SAFEKEEPING ACCOUNT NUMBER, PHONE NUMBER, EMAIL ADDRESS, FAX NUMBER (To receive confirms by fax, please check box [ ])

THIS AGREEMENT FOR FEDERAL FUNDS BORROWINGS ("Agreement") is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Borrower"), and COMMERCE BANK ("Lender").

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree as follows:

"Federal Funds transactions" are loans of reserve balances at Federal Reserve Banks ("Federal Funds") between depository institutions. From time to time, Lender may have Federal Funds to lend to Borrower; this Agreement sets forth the terms and conditions that will govern any Federal Funds transactions between Lender and Borrower.

All loans of Federal Funds will be made on an "as available" basis and neither Lender nor Borrower shall have any obligation to enter into any Federal Funds transaction, regardless of past practices or course of dealing.

Federal Funds transactions may be originated in writing, verbally, by telephone or electronic means, as mutually determined by the parties hereto. All Federal Funds transactions shall be confirmed daily to Borrower by Lender. Daily interest charges for Federal Funds transactions, at the daily rate announced by Lender from time to time, shall be paid by charging the account of Borrower maintained at Lender without further notice.

The maximum amount of Federal Funds which may be outstanding to Borrower hereunder at any one time will be established by Borrower pledging securities, and will not exceed the margin percentage of those securities, as determined by Lender from time to time. Acceptable securities allowed to be pledged to secure Federal Funds transactions will include: U. S. Treasuries, FDIC Insured CDs (Commerce Bank), GSE's, Mortgage Backs, and Municipals.

Borrower, as security for borrowings of Federal Funds, hereby pledges, hypothecates, transfers, assigns and grants a security interest in all of its right, title and interest, legal and equitable, in and to the collateral held in safekeeping with Lender and represented by Safekeeping Receipts (or such other pledge documents) (the "Collateral"). Borrower represents and warrants that it is the owner of the Collateral and no other person has or will have any right, title, claim or interest in, against or to the Collateral, and that all information presently or subsequently supplied to Lender on behalf of Borrower with respect to the Collateral is true and correct.

This Agreement may be terminated at any time by either party, upon not less than ten (10) days advance written notice. Any such termination shall not affect any obligations then in effect as between the parties.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, Borrower may not assign any of its rights or remedies hereunder, whether by operation of law or otherwise, without the prior written consent of Lender, and any assignment in violation of this provision shall be null and void.

This Agreement cannot be amended, supplemented, waived, terminated or otherwise modified, except by a writing executed by both parties.

This Agreement supersedes and replaces all prior agreements and understandings of the parties regarding the subject matter hereof, but only as it relates to Federal Funds transactions originating after the date hereof. Any and all prior Federal Funds transactions shall be governed by the terms of any documents controlling when such Federal Funds transactions were originated.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BY SIGNING BELOW, I REPRESENT THAT I HAVE READ THE AGREEMENT FOR FEDERAL FUNDS BORROWINGS AND AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS AS CURRENTLY IN EFFECT AND AS MAY BE AMENDED BY COMMERCE BANK FROM TIME TO TIME. BY SIGNING BELOW, I ACKNOWLEDGE THE ACCURACY OF THE INFORMATION PROVIDED, AND RECEIPT OF THE AGREEMENT FOR FEDERAL FUNDS BORROWINGS.

Borrower: \_\_\_\_\_

Lender: COMMERCE BANK

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

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

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

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