

**(the “Bank”) Depository Restricted Collateral Pledge Agreement**  
[For use in securing Government Deposits in Federal Agency Accounts]

The AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ (“Depositor”), as agent for the Federal Communications Commission,

-AND-

\_\_\_\_\_ (the “Bank”).

WITNESSETH THAT;

WHEREAS, Depositor has designated Bank as a depository for its funds;

WHEREAS, Depositor and the Bank desire to secure funds deposited with Bank to the credit of Depositor which exceed the amount which is insured by the Federal Deposit Insurance Corporation (such excess funds hereinafter referred to as the “Funds”); and

WHEREAS, Depositor and the Bank desire to secure the Funds by a pledge of securities;

NOW, THEREFORE, for and in consideration of the premises set forth herein, the Bank hereby agrees with Depositor as follows:

1. As security for the Funds, the Bank does herein assign, transfer, set over and pledge to Depositor, its successors and assigns, the collateral maintained with the applicable Federal Reserve Bank as required under applicable Department of Treasury (“Treasury”) regulations and I TFM 6-9000: Securing Government Deposits in Federal Agency Accounts dated September 2000 (the “TFM”) as collateral security for the due and punctual performance by the Bank for the repayment of Depositor’s Funds as they shall from time to time exist. Said collateral and all substitutions therefore and additions thereto made under this Agreement and all proceeds of sale thereof pursuant to Section 3 are herein collectively referred to as the “Collateral.”

2. All Collateral, including additions thereto and substitutions therefore, shall consist of eligible collateral as designated under applicable Treasury regulations and as required under the TFM. The Bank will place, maintain, administer, service, access, substitute for and obtain release of the Collateral in accordance with the requirements of applicable Treasury regulations and the TFM.

In connection with the assignment of the Collateral, the Depositor will comply with the requirements of an agency under the TFM and, in the event the Funds are withdrawn in full and the Agreement terminated, the Depositor will take or arrange to be taken such actions as are required for the Bank to obtain release of the Collateral. The Depositor will notify the Bank of any changes related to the operation of the TFM program, for example, a change in the Depositor’s contact person under the TFM program.

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3. Bank agrees to keep, pay out and account for all of Depositor’s funds that may be deposited with it; and the Collateral is hereby pledged as security for the performance of such obligations to Depositor with respect to the Funds. Upon Bank’s failure to pay the whole or any part of the Funds, after legal demand therefore, or upon the Bank becoming insolvent or subject to conservatorship or receivership (hereafter referred to as an “Occurrence of Default”), then and in such event, after ten day’s prior written notice to the Bank of its intention to do so, Depositor may direct that the whole or any part of the Collateral and any substitutions for, additions to, or proceeds of, the Collateral at such time or times as it may deem proper, may be sold at public or private sale, or at any broker’s board or on any securities exchange, for cash, upon credit or for future delivery, and such at price or process and otherwise in such manner and upon such terms and conditions as Depositors may deem proper.

In the event of said sale, after deducting direct out-of-pocket costs, reasonable attorney’s fees and other expenses applied to repay and indemnify Depositor to the extent of its deposits with the Bank under which said sale is had, and to any or all of the obligations (including penalties) arising under any deposit contract with Bank, with the surplus, if any, returned to the Bank.

4. Bank hereby represents and warrants with respect to all bonds, debentures, notes or other evidences of indebtedness or other documents forming any part of the Collateral that the same are genuine, free from liens, adverse claims, defaults, prepayment, deficiencies and conditions precedent created by the Bank, except as disclosed to and known by Depositor.

5. The Bank shall keep continuously pledged to Depositor the Collateral.

6. Consistent with any requirements of the TFM, Depositor agrees that Bank may substitute for all or any portion of the Collateral (including monies collected upon the Collateral) held by it as security, other eligible Collateral.

7. The Bank represents and agrees that it will not in any manner perform any act which will encumber, pledge, or hypothecate the Collateral other than as provided for herein.

8. This Agreement shall inure to the benefit of and be binding and obligatory upon of the parties hereto, their successors and assigns.

9. This Agreement is executed and shall be construed according to the laws of the State of New York.

10. Nothing herein shall be construed to prohibit Depositor from withdrawing the whole or any portion of its deposits with the Bank at any time or times, and when said Funds on deposit are withdrawn in full, this Agreement shall thereupon terminate and, in accordance with the TFM, all Collateral pledged hereunder shall be released and

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delivered to Bank. The Depositor shall provide prior notice to the Bank in writing of its intention to withdraw the Funds in full and to terminate this Agreement.

11. The invalidity, illegality, enforceability or other defect in any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision of this Agreement.

12. This Agreement constitutes the entire agreement among the parties and may be modified and amended only by a subsequent writing signed by the parties hereto.

13. Except as otherwise provided herein, this Agreement may be terminated by either party hereto upon 30 day’s prior written notice to the other party.

IN WITNESS WHEREOF, the undersigned have put their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

[Insert Depositor Name]

By \_\_\_\_\_

Title \_\_\_\_\_

[Insert Bank name]

By \_\_\_\_\_

Title \_\_\_\_\_