

ORDER AUTHORIZING THE ISSUANCE OF FORT BEND COUNTY, TEXAS,
REVENUE ANTICIPATION NOTE, SERIES 2022H

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

WHEREAS, Fort Bend County, Texas (the “County”) is authorized to issue notes payable from revenues pursuant to Chapter 1431, Texas Government Code;

WHEREAS, pursuant to Chapter 562.016, Texas Local Government Code, a county with a population of two million or more and any adjoining county may, with a municipality's approval, acquire, own, finance, operate, or contract for the operation of, a water or sewer utility system to serve an area within a municipality;

WHEREAS, the County adjoins a county with a population of two million or more and the County has received the approval of the City of Arcola (“Arcola”) to finance a water or sewer utility system in Arcola to serve Arcola (the “Arcola Water Treatment Plant Project”);

WHEREAS, pursuant to the Arcola Grant Agreement (as defined herein), Arcola has approved the County’s construction of water and sewer utilities within the City;

WHEREAS, pursuant to Chapter 381.003, Texas Local Government Code, the commissioners court of a county may administer or otherwise engage in community and economic development projects authorized under Title I of the Housing and Community Development Act of 1974 or under any other federal law creating community and economic development programs;

WHEREAS, Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (the “Section 108 Act”) provides Community Development Block Grant (“CDBG”) recipients with grants for the purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income;

WHEREAS, the Arcola Water Treatment Plant Project is eligible for the CDBG funds because it meets the CDBG Program National Objective of benefitting low and moderate income persons as a low and moderate income area benefit activity and, according to HUD, 59.85% of Arcola residents have “low and moderate income,” as defined by the Section 108 Act;

WHEREAS, use of the CDGB funds is further authorized for the Arcola Water Treatment Plant Project under 24 CFR 570.201(c);

WHEREAS, the Commissioners Court of the County, on the recommendation of the County Auditor and at the request of the City of Arcola, hereby finds and determines that it is necessary and in the best interest of the County and its citizens to issue the “Fort Bend County, Texas, Revenue Anticipation Note, Series 2022” for the purposes herein described and that the Note shall be solely payable from and secured by County CDBG Revenues (as defined herein); Now, Therefore

BE IT ORDAINED BY FORT BEND COUNTY:

1. Definitions. Throughout this order the following terms and expressions as used herein shall have the meanings set forth below:

“Arcola Grant Agreement” means the grant agreement between the County and the City of Arcola, Texas whereby Arcola has granted to the County the Arcola CDBG funds received by Arcola from HUD, which funds shall be used, along with all other CDBG Revenues of the County, to pay debt service on the Note.

“Authorized Officer” means each of the County Judge and the County Auditor.

“Business Day” means any day that is not a Saturday, Sunday, a day on which the Registrar is authorized by law or executive order to close, or a legal holiday.

“CDBG Revenues” means any and all U.S. Department of Housing and Urban Development Community Development Block Grant (“CDBG”) Funds received by the County and pledged to the payment of the Note, including but not limited to, all U.S. Department of Housing and Urban Development CDBG Funds received by the County pursuant to the Arcola Grant Agreement.

“Code” means the Internal Revenue Code of 1986.

“Commissioners Court” means the officers of Fort Bend County, including the Commissioner of each of Precinct 1, Precinct 2, Precinct 3, and Precinct 4.

“Contract for Loan Guarantee Assistance” means that certain contract entered into by the County with the Secretary of HUD, as guarantor for the guarantee of the Note made pursuant to the Section 108 Act and 24 CFR 570.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“County” means Fort Bend County, Texas.

“Final Maturity” means August 1, 2029.

“HUD” means United States Department of Housing and Urban Development.

“HUD Secretary” means the Secretary of Housing and Urban Development as guarantor for the Guarantee made on the Note pursuant to the Section 108 Act.

“Initial Note” means the Initial Note authorized by Section 5(d) of this Order.

“Interest and Sinking Fund” means the debt service fund established by the County pursuant to Section 15 of this Order.

“Interest Payment Date,” when used in connection with any Note, means each interest payment date as set out in the Form of Note in Exhibit A hereto.

“Issuance Date” means the date on which the Note are delivered to and paid for by the Purchaser.

“Note” means the note of the Fort Bend County, Texas, Revenue Anticipation Note, Series 2022 authorized in this Order and attached hereto as Exhibit A, unless the context clearly indicates otherwise.

“Order” as used herein and in the Note means this order authorizing the Note.

“Owner” means any person who shall be the registered owner of any outstanding Note.

“Purchaser” means Daedalus & Co as Nominee for Federated Hermes Money Market Obligations Trust on behalf of its Federated Hermes Government Obligations Fund.

“Record Date” means, for any Interest Payment Date, the close of business on the 15th day of the month next preceding such Interest Payment Date.

“Register” means the books of registration kept by the Registrar, in which are maintained the names and addresses of, and the principal amounts of the Note registered to, each Owner.

“Registrar” or “Paying Agent” means initially the County Auditor of Fort Bend County, Texas or any successors in that capacity.

“Request for Advance” means the Request for Advance described in Section 4 and attached hereto as Exhibit B.

2. Authorization. The Note shall be issued initially as a single Note with a stated principal amount of \$3,384,000.00; provided, however, that the principal amount due thereon shall be only such amount as has been advanced to the County. Once repaid, such principal amounts may not be re-drawn. The Note shall be issued pursuant to Chapter 1431, Texas Government Code, Chapter 562.016, Local Government Code and Chapter 381.003, Local Government Code for (i) the construction, acquisition and equipment of a public work for the County’s authorized needs and purposes, including to finance a water or sewer utility system to serve the City of Arcola, Texas, (ii) paying the costs of professional services incurred in connection with the foregoing project, and (iii) paying the costs of issuance of the Note.

3. Designation, Numbers, Interest. The Note shall be designated as the “FORT BEND COUNTY, TEXAS, REVENUE ANTICIPATION NOTE, SERIES 2022” and shall be dated May 1, 2022. The Note shall bear interest on the aggregate outstanding principal amount advanced to the County at the rate set forth in the Form of Note attached hereto as Exhibit A, accruing from the date of each Advance, and payable on each Interest Payment Date. Provided, however, the net effective interest rate on the Note shall never exceed the maximum rate allowed by Chapter 1204, Texas Government Code. Interest on the Notes shall be calculated on the basis of a 360-day year consisting of twelve 30-day months from the date on which each Advance is made or from the most recent Interest Payment Date to which such interest has been paid or duly provided for.

4. Advances. (a) The initial and only Advance under the Notes shall be made on the Issuance Date in the amount of \$3,384,000.00.

(b) There will be no subsequent advances after the initial advance. A payment schedule for the Notes is attached hereto as Schedule I.

(d) To initiate an Advance, an Authorized Officer shall deliver to the HUD Secretary a Request for Advance pursuant to the Contract for Loan Guarantee Assistance. The HUD Secretary shall then make the Advance in accordance with this Order, the Contract for Loan Guarantee Assistance and the Request for Advance.

(e) The County hereby expressly warrants and covenants that the certifications made by an Authorized Officer in each Request for Advance will be true, correct, accurate, and complete on and as of the respective dates on which they are made, and the County shall be bound thereby, and the Financial Advisor, Bond Counsel, and the Purchaser are entitled to accept the same as true and correct and shall be under no obligation to make inquiry beyond the Authorized Officer's certification.

5. Execution of Note. (a) The Note shall be signed on behalf of the County by the County Judge, by their manual, lithographed, or facsimile signature. Such facsimile signature on the Note shall have the same effect as if the Note had been signed manually and in person by said officer.

(b) If any officer of the County whose manual or facsimile signature shall appear on the Note shall cease to be such officer before the authentication of such Note or before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Registrar's Authentication Certificate substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Registrar. In lieu of the executed Registrar's Authentication Certificate described above, the Initial Note delivered at the Issuance Date shall have attached hereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the County, and has been registered by the Comptroller.

(d) On the Issuance Date, the Initial Note, being a single note representing the entire principal amount of the Note, payable to the Purchaser or its designee, executed by manual or facsimile signature of the County Judge, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Purchaser or its designee. If the Purchaser desires, it may hold the Initial Note in lieu of holding definitive Notes.

6. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent and registrar for the Note. The principal of the Note shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable to the Registrar at its principal payment office. The interest on each Note shall be payable on each Interest Payment Date, by check mailed by the Registrar on or before the Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or by wire transfer if requested by the Owner.

If the date for payment of the principal of or interest on any Note is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date payment was originally due.

7. Appointment of Initial Paying Agent/Registrar. The County is hereby declared to be the issuer-registrar with respect to the Note as defined and provided for in Section 1203.021, Texas Government Code, and the County Auditor is hereby appointed as the initial Paying Agent/Registrar for the Note on behalf of the County. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Note. At all times while the Note is outstanding, the County will maintain a Paying Agent/Registrar that is qualified under Section 7 of this Order. If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the County will promptly appoint a replacement. The County reserves the right to change the Registrar on not less than thirty (30) days written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding principal or interest payment date on the Note; provided, that the County shall not terminate the initial Paying Agent/Registrar so long as the initial Purchaser is the sole owner of the Note. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

8. Special Record Date. If interest on any Note is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the County. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each affected Owner of record as of the close of business on the day prior to the mailing of such notice.

9. Ownership; Unclaimed Principal and Interest. The County, the Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal of or interest on such Note, and for all other purposes, whether or not such Note is overdue, and neither the County nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the County and the Registrar upon such Note to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Note remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code.

10. Registration, Transfer, and Exchange. So long as any Note remains outstanding, the Registrar shall keep the Register at its principal payment office in Richmond, Texas, and subject to

such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Note in accordance with the terms of this Order.

Each Note shall be transferable only upon the presentation and surrender thereof at the principal payment office of the Registrar in Richmond, Texas, duly endorsed for transfer, or accompanied by an assignment duly executed by the registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Note in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Note, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Note so presented.

Note shall be exchangeable upon presentation and surrender at the principal payment office of the Registrar in Richmond, Texas, for a Note of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Note presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Note in accordance with the provisions of this Section. Each Note delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Note in lieu of which such Note is delivered.

The County or the Registrar may require the Owner of any Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Note. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the County.

11. Mutilated, Lost, or Stolen Note. Upon the presentation and surrender to the Registrar of a mutilated Note, the Registrar shall authenticate and deliver in exchange therefor a replacement Note of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Note is lost, apparently destroyed, or wrongfully taken, the County, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authorize and the Registrar shall authenticate and deliver a replacement Note of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The County or the Registrar may require the Owner of a mutilated Note to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The County or the Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Note, before any replacement Note is issued, to:

- (1) furnish to the County and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Note;
- (2) furnish such security or indemnity as may be required by the Registrar and the County to save them harmless;
- (3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

- (4) meet any other reasonable requirements of the County and the Registrar.

If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the County and the Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the County or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the County in its discretion may, instead of issuing a replacement Note, authorize the Registrar to pay such Note.

Each replacement Note delivered in accordance with this Section shall be entitled to the benefits and security of this Order to the same extent as the Note in lieu of which such replacement Note is delivered.

12. Cancellation of Note. Any Note paid in accordance with this Order, and any Note in lieu of which exchange Note or replacement Note are authenticated and delivered in accordance herewith, shall be cancelled and destroyed upon the making of proper records regarding such payment. The Registrar shall furnish the County with appropriate certificates of destruction of such Note.

13. Optional Redemption; Defeasance. (a) The Note is subject to optional redemption in the manner and with such as notice as set forth in Section 1(B) of the Form of Note attached hereto as Exhibit A.

(b) The Notes may be discharged or defeased in any manner now or hereafter permitted by law.

14. Forms. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Order, shall be, respectively, substantially as set forth in Exhibit A, with such appropriate variations, omissions, or insertions as are permitted or required by this Order.

The Initial Revenue Anticipation Note, to be submitted to the Attorney General of Texas for approval shall be numbered "I-1."

15. Creation of Special Funds; Pledge of Revenues. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Note, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County for so long as the Note or interest thereon are outstanding and unpaid. The Interest and Sinking Fund shall be used only for paying the interest on and principal of the Note. In addition, a special Proceeds Fund (the "Proceeds Fund") is hereby created and, upon receipt by the County, proceeds from the issuance of the Note shall be deposited in the Proceeds Fund and only disbursed for purposes identified in Section 2 of this Order or, to the extent not used for such purposes, to pay the principal and interest on the Note.

The County shall budget and collect CDBG Revenues, in amounts sufficient to pay the principal and interest on the Note as the same become due, and to deposit the same into the Interest and Sinking Fund in order to provide for such timely payment. While the Note or any part of the principal thereof or interest thereon remain outstanding and unpaid, all available CDBG Revenues received by the County are hereby pledged to the payment of the Note.

Amounts held in the Interest and Sinking Fund and, until expended for the purposes set forth in Section 2 hereof, amounts held in the Proceeds Fund shall be pledged to secure the timely payment of the principal and interest on the Note.

THE REGISTERED OWNERS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT OF THE NOTE OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION.

16. Application of Chapter 1208, Texas Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Note and the pledge of the CDBG Revenues granted by the County under Section 15 of this Order, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Note are outstanding an unpaid such that the pledge of the CDBG Revenues granted by the County under Section 15 of this Order is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Note the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

17. Further Proceedings. After the Note has been executed, it shall be the duty of the County Judge and other appropriate officials and agents of the County to deliver the Initial Note and all pertinent records and proceedings to the Attorney General of the State of Texas, for examination and approval. After the Initial Note has been approved by the Attorney General, it shall be delivered to the Comptroller for registration. Upon registration of the Initial Note, the Comptroller (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

18. Sale of Note. The sale of the Note to Daedalus & Co., as Nominee for Federated Hermes Money Market Obligations Trust on behalf of its Federated Hermes Government Obligations Fund at par and for the interest rate stated in the Form of Note attached as Exhibit A to this Order is hereby approved. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable by the County. The Note shall initially be registered in the name of the registered Owner or its designee. Upon the sale of the Note, delivery thereof to the registered Owner shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale..

20. Use of Proceeds. Proceeds from the sale of the Note shall be used for the purposes described in Section 2 of this Order and for paying the costs of issuance of the Note. Any proceeds remaining after accomplishing the purposes set out in Section 2 and paying costs of issuance, including earnings on investments of such proceeds, shall be transferred to the Interest and Sinking Fund.

21. Related Matters. The County Judge, the Commissioners Court, the County Clerk and

other appropriate officials of the County are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order.

22. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Note or for any claim based thereon, or on this Order, against any official or employee of the County or any person executing any Note.

23. Open Meeting. It is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

PASSED AND APPROVED on the 24th day of May, 2022.

County Judge
Fort Bend County, Texas

ATTEST:

County Clerk
Fort Bend County, Texas

(SEAL)

SCHEDULE I
PAYMENT SCHEDULE⁽¹⁾

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2023			249,570	249,570	
08/01/2023	607,000	15.000%	253,800	860,800	1,110,370
02/01/2024			208,275	208,275	
08/01/2024	309,000	15.000%	208,275	517,275	725,550
02/01/2025			185,100	185,100	
08/01/2025	309,000	15.000%	185,100	494,100	679,200
02/01/2026			161,925	161,925	
08/01/2026	309,000	15.000%	161,925	470,925	632,850
02/01/2027			138,750	138,750	
08/01/2027	309,000	15.000%	138,750	447,750	586,500
02/01/2028			115,575	115,575	
08/01/2028	309,000	15.000%	115,575	424,575	540,150
02/01/2029			92,400	92,400	
08/01/2029	1,232,000	15.000%	92,400	1,324,400	1,416,800
	3,384,000		2,307,420	5,691,420	5,691,420

(1) Subject to final approval by HUD.

EXHIBIT A
FORM OF NOTE⁽¹⁾

(a)

(1) Subject to final approval by HUD.

(b) Form of Registration Certificate.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Registrar's Authentication Certificate.

AUTHENTICATION CERTIFICATE

It is hereby certified that this Note has been delivered pursuant to the Order described in the text of this Note.

Paying Agent/Registrar

By _____
Authorized Signature
Date of Authentication _____

(d) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: The signature above must correspond to the name of the registered owner as shown on the face of this Note in every particular, without any

NOTICE: Signature must be

guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

alteration, enlargement or change whatsoever.

EXHIBIT B

FORM OF REQUEST FOR ADVANCE

[On Letterhead of Borrower]

TEMPLATE LETTER---REQUEST FOR ADVANCE

U.S. Department of Housing and Urban Development
Paul D. Webster, Director
Financial Management Division – Room 7282
451 Seventh Street, SW
Washington, DC 20410

Dear Mr. Webster:

The City/County/State of [Borrower], State hereby requests an advance in the amount of \$[amount] under the Variable/Fixed Rate (“VFR”) Note No. B-XX-XX-XX-XXXX guaranteed pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended.

The amount to be advanced under the Note(s) is \$_____

	<u>Principal Due Date</u>	<u>Advance Amount</u>
1.	<u>August 1, 20XX</u>	_____
2.	<u>August 1, 20XX</u>	_____
3.	<u>August 1, 20XX</u>	_____
4.	<u>August 1, 20XX</u>	_____
5.	<u>August 1, 20XX</u>	_____
	(etc.)	

Please wire transfer the advance using the following information:

BORROWER :

AMOUNT :

VARIABLE FIXED RATE NOTE NUMBER :

- 1. Name of Bank :
- 2. Address of Receiving Bank :
- 3. A.B.A. Number* :
- 4. Borrower’s Account Number :
- 5. Account Name :
- 6. Bank Official to Contact :
- 7. Phone Number of Bank Official :

CORRESPONDENT BANK (If applicable)

- 1. Bank :
- 2. Address :
- 3. A.B.A. Identification* :

- 4. Borrower's Account Number :
- 5. Name of Account :
- *American Bankers Association number (9 digits)

This letter must be signed by TWO officials with signatures on the authorized signature card.

This letter must have the contact information for TWO financial reporting officials that will be responsible for monthly account balance submissions.

Note: If request letter is two pages or more, please include name of Borrower, requested amount and VFR Note number on each page.