

**RESOLUTION NO. 2008- 6 R**

**A resolution authorizing the City Manager to execute an Affordable Housing Program Agreement for Owner Occupied Project with The Federal Home Loan Bank of Dallas and First Victoria National Bank and all other documents necessary to receive and implement a \$105,000.00 grant providing home accessibility to seniors & disabled persons; and declaring an effective date.**

IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF VICTORIA, TEXAS:

1.

The City Manager is authorized to execute an Affordable Housing Program Agreement for Owner Occupied Project with The Federal Home Loan Bank of Dallas and First Victoria National Bank and all other documents necessary to receive and implement a \$105,000.00 grant providing home accessibility to seniors & disabled persons, in the form attached hereto as **Exhibit "A"** and incorporated herein, with such changes to form and other documents as are approved by the City Attorney.

2.

This resolution shall become effective immediately upon adoption.

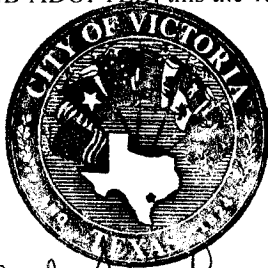
PASSED, this the 15<sup>th</sup> day of January, 2008.

AYES: **7**

NAYS: **0**

ABSTENTIONS: **0**

APPROVED AND ADOPTED, this the 15<sup>th</sup> day of January, 2008.



ATTEST:

*Scarlet Swoboda*  
SCARLET SWOBODA, City Secretary

*Will Armstrong*  
WILL ARMSTRONG, Mayor of the  
City of Victoria, Texas

APPROVED AS TO LEGAL FORM

*David Atmar Smith*  
DAVID ATMAR SMITH, City Attorney

Distribution:    Legal Department  
                      Planning Department

Copies Sent:    January 16, 2008

**Exhibit A**



**Affordable Housing Program Agreement  
For Owner-Occupied Project**

This is an Affordable Housing Program Agreement for Owner-Occupied Project (“Agreement”) dated as of \_\_\_\_\_ by and among the **Federal Home Loan Bank of Dallas**, a federally chartered corporation (“Bank”), **First Victoria National Bank** (“Member”), and **City Of Victoria** (“Project Sponsor”). The Bank, Member and Project Sponsor are sometimes referred to herein individually as a “party” and collectively as the “parties.” Capitalized terms not defined elsewhere herein have the respective meanings ascribed to them in Section 1 of this Agreement. All references in this Agreement to statutes or regulations include such statute or regulation as in effect from time to time, any amendments thereto and any successor statute or regulation.

**RECITALS**

WHEREAS, Member and Project Sponsor have completed and Member has submitted to the Bank an Affordable Housing Program (“AHP”) application (including any and all documents submitted in connection therewith and as the same may be modified from time to time with the approval of the Bank, collectively, the “Application”) requesting a Direct Subsidy (as defined below) from the Bank for full or partial funding of the project, Project Number **2007B0918** (the “Project”), described in the Application, which Application is incorporated into and made a part of this Agreement;

WHEREAS, the Board of Directors of the Bank approved the Application on **December 12, 2007** (the “Approval Date”); and

WHEREAS, the parties to this Agreement desire to set forth terms that will govern the respective duties and obligations of the Bank, Member and Project Sponsor with regard to the Direct Subsidy;

NOW, THEREFORE, in consideration of the promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, and intending to be legally bound hereby, the parties agree as follows:

**1. DEFINITIONS.**

“Act” means the Federal Home Loan Bank Act, as amended from time to time.

“Agreement” has the meaning set forth in the Preamble to this Agreement.

“AHP” has the meaning set forth in the Recitals to this Agreement.

“AHP Documents” means the Application, the AHP Funding Manual, the AHP Implementation Plan, the AHP Regulations and any other documents published by the Bank or the Finance Board relating to the AHP and any document submitted to the Bank by Member or Project Sponsor relating to the Direct Subsidy or the Project.

“AHP Funding Manual” means the Bank’s Affordable Housing Program Funding Manual for Owner-Occupied Projects substantially in the form set forth on the Bank’s website at [www.fhfb.com](http://www.fhfb.com) as in effect from time to time.

“AHP Implementation Plan” means the written AHP Implementation Plan adopted by the Board of Directors of the Bank as in effect from time to time.

“AHP Regulations” means 12 C.F.R. part 951 as in effect from time to time, any amendments thereto and any successor regulations, which AHP Regulations are incorporated into and made a part of this Agreement.

“Application” has the meaning set forth in the Recitals to this Agreement.

“Approval Date” has the meaning set forth in the Recitals to this Agreement.

“Bank” has the meaning set forth in the Preamble to this Agreement.

“Business Day” means a day on which the Bank is open for business.

“Direct Subsidy” means a direct cash payment, provided that if a Direct Subsidy is provided to a project to reduce the interest rate on a loan extended by Member, Project Sponsor or other party to the Project, the Direct Subsidy shall equal the net present value of the interest foregone from making the loan below the lender’s market interest rate (calculated as of the date the Application was submitted to the Bank and subject to adjustment under Section 8.3 below and at a rate equal to the lender’s market interest rate).

“Due Diligence Requirements” means (i) the monitoring and reporting requirements of the AHP Documents and (ii) for Member, reasonable collection efforts as outlined in Section 9.3, if applicable.

“FHLB” means a Federal Home Loan Bank.

“Finance Board” means the Federal Housing Finance Board or any successor entity.

“Governmental Authority” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“Low- or Moderate-Income Household” means a household that, at the time it is qualified by Project Sponsor for participation in the Project, has an income of 80% or less of the Median Income for the Area, with the income limit adjusted for household size in accordance with the methodology of the applicable median income standard, unless such median income standard has no household size adjustment methodology.

“Median Income for the Area” means the median income for the area as published annually by the United States Department of Housing and Urban Development (adjusted for family size).

“member” means an institution that has been approved for membership in an FHLB and has purchased capital stock in the FHLB.

“Member” has the meaning set forth in the Preamble to this Agreement.

“Member Events of Default” has the meaning set forth in Section 9.1.

“Project” has the meaning set forth in the Recitals to this Agreement.

“Project Completion” means (i) for a Project involving the purchase of owner-occupied housing, when all homeownership units of the Project are sold and occupied by eligible households or (ii) for a Project involving the rehabilitation of owner-occupied housing, when the rehabilitation is complete for all units of such Project.

“Project Sponsor” has the meaning set forth in the Preamble to this Agreement.

“Project Sponsor Events of Default” has the meaning set forth in Section 9.2.

“Repaid Direct Subsidy” has the meaning set forth in Section 5.7.

“Retention Period” means five (5) years from (i) the date of the closing of the sale of the Project or a unit of the Project, as applicable, for a Project involving the purchase of owner-occupied housing or (ii) the final date of disbursement of the Direct Subsidy by the Bank to Member for the Project or a unit of the Project, as applicable, for a Project involving the rehabilitation of owner-occupied housing.

**2. DIRECT SUBSIDY.**

Subject to the terms and conditions set forth herein and in the AHP Documents, the Bank agrees to provide the Direct Subsidy or a portion thereof to Member upon the receipt of a completed AHP Funding Manual along with any other required documentation from Member. The total amount of the Direct Subsidy shall not exceed **\$105,000.**

**3. CONDITIONS TO FUNDING.**

Prior to the Bank's initial disbursement of the Direct Subsidy and prior to each disbursement thereafter:

3.1. The Project must meet the eligibility requirements of the AHP Regulations.

3.2. The Project must be in compliance with all obligations committed to by Member and Project Sponsor in this Agreement, the Application and in any of the other AHP Documents.

3.3. Member must be a member of the Bank and have executed and on file at the Bank the current form of the Bank's Master Transactions Agreement, Corporate Certificate of Authority, Advances and Security Agreement and Advances Signature Card.

3.4. Member, in conjunction with Project Sponsor, must complete the AHP Funding Manual and submit the AHP Funding Manual to the Bank along with any other documents requested by the Bank.

The Bank shall have the right, in its sole reasonable discretion, to withhold or deny disbursement of the Direct Subsidy if, based on the information available to the Bank at the time of Member's request for funding, the Bank is not satisfied as to (i) Member's creditworthiness and compliance with this Agreement, the Act and the AHP Documents or (ii) Project Sponsor's compliance with this Agreement, the Act and the AHP Documents.

**4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES.**

4.1. Each party represents and warrants to the other parties that:

(i) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite corporate power and authority to carry on its business as now conducted.

(ii) This Agreement is within such party's corporate powers and has been duly authorized by all necessary corporate action.

(iii) This Agreement has been duly executed and delivered by such party and constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

(iv) The execution and delivery of this Agreement by any party (i) does not require any consent or approval of, or registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect, (ii) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of such party or any order of any Governmental Authority and (iii) will not violate or result in a default under any indenture, material agreement or other material instrument binding upon such party or its assets.

4.2. Each of Member and Project Sponsor represents and warrants to the other parties that, to the best knowledge of such party, after reasonable inquiry, the information given by such party in the Application and in other AHP Documents provided to the other parties to this Agreement, and in any oral statement made by such party, in connection with the Application and the Project, are complete and accurate in all material respects.

4.3. The Bank represents and warrants to the other parties that Member has been notified of the requirements of the AHP Regulations, as they may be amended from time to time, and all Bank policies relevant to the Application.

4.4. Member represents and warrants to the other parties that the Bank has notified Member of the requirements of the AHP Regulations, as they may be amended from time to time, and all Bank policies relevant to the Application.

## **5. COVENANTS OF MEMBER**

Member covenants and agrees with the Bank that:

5.1. Member shall be bound by, comply with and use the Direct Subsidy in accordance with the terms and conditions of (i) this Agreement, (ii) the Act and (iii) the AHP Documents.

5.2. Member is likely within twelve (12) months after the Approval Date to (i) draw down the Direct Subsidy to fund the Project or (ii) procure other financing commitments from third parties for the Project.

5.3. Member shall ensure that Project Completion occurs within three (3) years after the Approval Date, unless the Project involves Native American sponsors or is located on Native American land, in which case Member shall ensure that Project Completion occurs within five (5) years after the Approval Date. Within ten (10) Business Days after the date of Project Completion, Member shall notify the Bank that

Project Completion has occurred and shall subsequently provide to the Bank such documentation in such timeframes as the Bank in its sole discretion shall request proving that Project Completion has occurred.

5.4. The Project meets, or will meet upon Project Completion, the applicable minimum eligibility standards set forth in Section 951.5(c) of the AHP Regulations.

5.5. Member shall pass on the full amount of the Direct Subsidy to the Project.

5.6. Member shall comply with the Due Diligence Requirements.

5.7. Member shall ensure that any unit of the Project that is purchased, constructed or rehabilitated with the proceeds of a Direct Subsidy is subject to a deed restriction or other legally enforceable retention agreement or mechanism in form and substance satisfactory to the Bank, in its sole discretion, requiring that (i) the Bank or its designee is to be given notice of any sale or refinancing of the unit occurring prior to the end of the Retention Period; (ii) in the case of a sale of the unit prior to the end of the Retention Period, an amount equal to the pro rata share of the total amount of the Direct Subsidy granted for the Project that financed the purchase, construction or rehabilitation of the unit, reduced 1/60 for every month the seller owned the unit (the "Repaid Direct Subsidy"), shall be repaid to the Bank from any net gain realized upon the sale of the unit after deduction for sales expenses, unless the purchaser is a Low- or Moderate-Income Household; (iii) in the case of a refinancing prior to the end of the Retention Period, the Repaid Direct Subsidy shall be repaid to the Bank from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism as described in this Section 5.7 in form and substance satisfactory to the Bank, in its sole discretion; and (iv) the obligation to repay the Direct Subsidy to the Bank shall terminate after any foreclosure.

5.8. Member acknowledges that Member shall disburse the Direct Subsidy to Project Sponsor as a conditional grant, in accordance with this Agreement and the AHP Documents. In turn, Member acknowledges that Project Sponsor shall also disburse the Direct Subsidy to each qualified Project household as a conditional grant. In the event that Member lends the Direct Subsidy to either Project Sponsor or a Project household, Member shall pay forthwith to the Bank all payments of principal and interest received by Member.

5.9. Member shall promptly give written notice to the Bank of a Member Event of Default or a Project Sponsor Event of Default at the earliest possible date after Member's discovery of such Member Event of Default or Project Sponsor Event of Default, and after Member has had reasonable time to investigate and evaluate the occurrence that may constitute a Member Event of Default or a Project Sponsor Event of Default, but in any event, notice shall be given no later than fifteen (15) calendar days following Member's discovery of an occurrence that constitutes a Member Event of Default or a Project Sponsor Event of Default.

**6. COVENANTS OF PROJECT SPONSOR.**

Project Sponsor covenants and agrees with the Bank and Member that:

6.1. Project Sponsor shall be bound by, comply with and use the Direct Subsidy in accordance with the terms and conditions of (i) this Agreement, (ii) the Act and (iii) the AHP Documents.

6.2. Project Sponsor is likely, within twelve (12) months after the Approval Date, to (i) draw down the Direct Subsidy to fund the Project or (ii) procure other financing commitments from third parties for the Project.

6.3. Project Sponsor shall ensure that Project Completion occurs within three (3) years after the Approval Date, unless the Project involves Native American sponsors or is located on Native American land, in which case Project Sponsor shall ensure that Project Completion occurs within five (5) years after the Approval Date. Project Sponsor shall provide to Member such documentation as Member shall request for Member to provide to the Bank to prove that Project Completion has occurred.

6.4. The Project meets, or will meet upon Project Completion, the applicable minimum eligibility standards set forth in Section 951.5(c) of the AHP Regulations.

6.5. Project Sponsor shall comply with the Due Diligence Requirements.

6.6. Project Sponsor acknowledges that Member shall disburse the Direct Subsidy to Project Sponsor as a conditional grant, in accordance with this Agreement and the AHP Documents. In turn, Project Sponsor acknowledges that Project Sponsor shall also disburse the Direct Subsidy to each qualified Project household as a conditional grant. In the event that Project Sponsor lends the Direct Subsidy to a Project household, Project Sponsor shall pay forthwith to the Bank or to Member for further repayment to the Bank all payments of principal and interest received by Project Sponsor.

6.7. Project Sponsor shall promptly give written notice to the Bank of a Member Event of Default or a Project Sponsor Event of Default at the earliest possible date after Project Sponsor's discovery of such Member Event of Default or Project Sponsor Event of Default, and after Project Sponsor has had reasonable time to investigate and evaluate the occurrence that may constitute a Member Event of Default or a Project Sponsor Event of Default, but in any event, notice shall be given no later than fifteen (15) calendar days following Project Sponsor's discovery of an occurrence that constitutes a Member Event of Default or a Project Sponsor Event of Default.

**7. ACCESS TO INFORMATION.**

Each of Member and Project Sponsor expressly authorizes the Bank and the Project Sponsor expressly authorizes Member to audit the Project, including loan documentation and books and records of account, and to conduct on-site inspections of

the Project during normal business hours and upon reasonable advance notice. Member and Project Sponsor agree to fully cooperate in and with the Bank's review of the Project, and to promptly provide to the Bank all documents and information reasonably requested by the Bank. Project Sponsor agrees to fully cooperate in and with Member's review of the Project, and to promptly provide to Member all documents and information reasonably requested by Member.

## **8. AMENDMENTS; MODIFICATIONS.**

8.1. No amendment or other modification, rescission, release, annulment or assignment of any part of this Agreement shall be effective except pursuant to a written agreement executed and delivered to each other by all the parties to this Agreement.

8.2. Member and Project Sponsor will furnish to the Bank written notice promptly if, prior to or after final disbursement of funds to the Project from all funding sources, there is or will be a change in the specifications of the Project, as set forth in the Application as of the Approval Date with any modifications thereto approved in writing by the Bank. The Bank, in its discretion, may approve in writing such changes to the specifications of the Project, as set forth in the Application, provided that (i) the Project, incorporating any such changes, would meet the eligibility requirements of the AHP Regulations, (ii) the Application, as reflective of such changes, continues to score high enough to have been approved by the Board of Directors of the Bank in the funding period in which it was originally scored and approved by the Board of Directors of the Bank and (iii) there is good cause for the change. If the Bank does not approve such changes to the specifications of the Project, as set forth in the Application, then (i) Member and Project Sponsor must continue the Project according to the specifications in the Application or (ii) the Bank shall cancel its approval of the Application and Member and Project Sponsor shall repay to the Bank the amount of the Direct Subsidy.

8.3. If the Direct Subsidy is to be provided to a project to reduce prior to closing the principal amount or the interest rate on a loan to the Project and the amount of the Direct Subsidy required to maintain the debt service cost for the loan decreases from the amount of the Direct Subsidy initially approved by the Bank due to a decrease in market interest rates between the Approval Date and the time the lender commits to the interest rate to finance the Project, then the Bank shall reduce the Direct Subsidy amount accordingly.

## **9. EVENTS OF DEFAULT.**

9.1. Of Member. If any of the following events ("Member Events of Default") shall occur:

(i) any representation or warranty made or deemed made by or on behalf of Member in this Agreement, any AHP Document or any amendment or modification to any of the above shall prove to have been materially incorrect when made or deemed made; or

(ii) Member, as a result of Member's actions or omissions, shall fail to observe or perform any covenant, condition or agreement contained in this Agreement, any AHP Document or any amendment or modification to any of the above;

then, and in every such event, the Bank shall cancel its approval of the Application and Member shall repay to the Bank the amount of the Direct Subsidy affected by the Member Event of Default, plus interest, if determined by the Bank to be appropriate, unless (A) Member cures the Member Event of Default within a reasonable period of time or (B) the circumstances of the Member Event of Default are eliminated through a modification of the Application pursuant to Section 8 above. For the avoidance of doubt, if the circumstances of the Member Event of Default cannot be cured within a reasonable period of time or eliminated through a modification of the Application pursuant to Section 8 above, then Member shall repay the *entire* amount of the Direct Subsidy to the Bank.

9.2. Of Project Sponsor. If any of the following events ("Project Sponsor Events of Default") shall occur:

(i) any representation or warranty made or deemed made by or on behalf of Project Sponsor in this Agreement or any AHP Document or any amendment or modification to any of the above shall prove to have been materially incorrect when made or deemed made; or

(ii) Project Sponsor, as a result of Project Sponsor's actions or omissions, shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or any AHP Document or any amendment or modification to any of the above;

then, and in every such event, the Bank shall cancel its approval of the Application and Project Sponsor shall repay to the Bank or Member, as determined by the Bank, the amount of the Direct Subsidy affected by the Project Sponsor Event of Default, plus interest, if appropriate, unless (A) Project Sponsor cures the Project Sponsor Event of Default within a reasonable period of time; or (B) the circumstances of the Project Sponsor Event of Default are eliminated through a modification of the application for the Direct Subsidy pursuant to Section 8 above. For the avoidance of doubt, if the circumstances of the Project Sponsor Event of Default cannot be cured within a reasonable period of time or eliminated through a modification of the Application pursuant to Section 8 above, then Project Sponsor shall repay the *entire* amount of the Direct Subsidy to the Bank or Member, as determined by the Bank.

9.3. Collection by Member. If the Bank determines pursuant to Section 9.2 that Member must recover the Direct Subsidy from Project Sponsor, Member must recover the Direct Subsidy from Project Sponsor and repay the Direct Subsidy to the Bank. Notwithstanding the provisions of Section 9.2 and this Section 9.3, if the Bank requires Member to recover the Direct Subsidy from Project Sponsor upon the occurrence of a Project Sponsor Event of Default, if a Member Event of Default has not occurred and

is not continuing, Member shall not be liable to the Bank for the return of amounts of the Direct Subsidy that cannot be recovered from Project Sponsor through reasonable collection efforts undertaken by Member. Reasonable collection efforts undertaken by Member shall include, but shall not be limited to, those actions that a reasonable lender would take to ensure the collection of a loan made by such lender. Member agrees to report in writing to the Bank the reasonable collection efforts undertaken by Member.

9.4. Repayment by Member. Upon thirty (30) days' prior written notice to Member, the Bank may debit Member's demand deposit account at the Bank ("DDA") if (i) Member fails to repay to the Bank the amount of the Direct Subsidy affected by a Member Event of Default, (ii) if required by the Bank pursuant to Section 9.2 and Section 9.3, Member fails to undertake reasonable collection efforts to recover the Direct Subsidy from Project Sponsor upon the occurrence of a Project Sponsor Event of Default or (iii) Member fails to promptly remit to the Bank any Direct Subsidy that Member recovers from Project Sponsor or that Project Sponsor repays to Member. In the event that the balance in Member's DDA is at any time insufficient to reimburse the Bank for such amount, the Bank may apply any other deposits, credits, moneys or other properties of the Member then in the possession of the Bank to the reimbursement of such amount.

9.5. Suspension and Debarment. If Member or Project Sponsor shows a pattern of noncompliance, or engages in a single instance of flagrant noncompliance with the terms of the Application or the AHP Regulations, the Bank may, or the Finance Board may order the Bank to, suspend or debar Member or Project Sponsor from participation in the AHP.

9.6. Parties to Enforcement Proceedings. Each of Member and Project Sponsor consents to be a party to any enforcement proceeding initiated by the Finance Board regarding the repayment of AHP subsidies received by Member or Project Sponsor, or the suspension or debarment of such parties, and agrees to be bound by the Finance Board's final determination in the enforcement proceeding.

## **10. SUCCESSORS AND ASSIGNS; TRANSFER.**

10.1. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby.

10.2. Member will make best efforts to transfer its obligations under the Application to another member of the Bank in the event of Member's loss of membership in the Bank prior to the Bank's final disbursement of the Direct Subsidy. If Member loses its membership in the Bank, the Bank may disburse the Direct Subsidy to a member of the Bank to which Member has transferred its obligations under the Application, or the Bank may disburse the Direct Subsidy through another FHLB to a member of that FHLB that has assumed Member's obligations under the Application.

10.3. If, after final disbursement of the Direct Subsidy to Member, Member undergoes an acquisition or consolidation resulting in a successor organization that is not a member of the Bank, the nonmember successor organization shall be deemed to be a

permitted successor organization and to assume Member's obligations under the Application.

**11. PUBLICITY.**

Project Sponsor and Member agree that by submitting the Application, each of them grants to the Bank, and will cause any individual who is a beneficiary of the Direct Subsidy pursuant to the Application to grant to the Bank, permission for the Bank to publicize and to make available to any party information with respect to the Direct Subsidy that is the subject of the Application, including information regarding the identity of Member and Project Sponsor receiving a Direct Subsidy and related details regarding the amount and the terms of the Direct Subsidy. The information that the Bank is authorized to publicize pursuant to this Section 11 may include personally identifiable information of an individual who is a beneficiary of a Direct Subsidy that the Bank would not be authorized to disclose absent the permission granted hereby. The Bank agrees that it will not publicize or disclose any information pursuant to this Section 11 in violation of the Gramm-Leach-Bliley Act.

**12. COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

**13. ENTIRE AGREEMENT.**

This Agreement, together with the Exhibits hereto, the requirements of the Act and the AHP Documents, each of which is incorporated into this Agreement, constitutes the entire agreement of the parties and supersedes all prior understandings or agreements, oral or written, among the parties on the subjects addressed in this Agreement. Notwithstanding the foregoing, no provision of this Agreement shall be construed to contradict or supersede any applicable law or regulation. To the extent the requirements of the AHP Regulations are amended from time to time, this Agreement is deemed to incorporate the amendments to conform to any new requirements of the AHP Regulations; however, no amendment to the AHP Regulations shall affect the legality of actions taken prior to the effective date of such amendment.

**14. GOVERNING LAW.**

This Agreement is subject to the Act and the AHP Regulations, as the same may be amended from time to time, and shall be governed by the applicable statutory and common law of the United States and, to the extent such law incorporates or defers to state law, the laws of the State of Texas, without giving effect to the choice of law principles included therein.

**15. NO THIRD PARTY RIGHTS.**

This Agreement is intended to benefit only the parties hereto and does not create rights in any other entities or individuals other than a permitted successor organization that assumes the obligations of Member hereunder.

**16. SEVERABILITY.**

If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and the invalid or unenforceable provision shall be deemed amended to the least extent necessary to eliminate such invalidity or unenforceability and to carry out the intention of the parties.

**17. NOTICES.**

Any notice required or permitted to be given or made under this Agreement, including a notice to effect a change in a party's address for notice, must be in writing and addressed to the other parties at the addresses of such parties set forth in Exhibit A hereto, as such Exhibit A may be amended from time to time in accordance with this Section 17, and will be deemed to be properly given or made on the earliest of (i) actual delivery, (ii) two (2) Business Days after being sent, with delivery charges paid by the sending party, by a nationally recognized commercial courier service for delivery on the next Business Day, and (iii) three (3) Business Days after being sent through the United States Postal Service, certified mail, return receipt requested, postage prepaid.

**18. HEADINGS.**

The parties agree that the headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**19. JURISDICTION.**

In any action or proceeding brought by the Bank, Member or Project Sponsor in order to enforce any right or remedy under this Agreement, the parties hereby consent to, and agree that they will submit to the jurisdiction of the United States District Court for the Northern District of Texas or, if such action or proceeding may not be brought and maintained in such court, the jurisdiction of an appropriate District Court for the State of Texas, County of Dallas, unless it is determined that such action or proceeding must be held in the jurisdiction where the Project is located.

*[Remainder of page is intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**FEDERAL HOME LOAN BANK OF DALLAS**

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

Name: \_\_\_\_\_

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

**First Victoria National Bank**

By: *Sue Jurischk*

Name: Sue Jurischk

Title: Senior Vice President

**City Of Victoria**

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

Name: \_\_\_\_\_

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

**EXHIBIT A**

**Addresses of Parties for Notice**

To the Bank:

**Federal Home Loan Bank of Dallas**

Delivery:  
8500 Freeport Parkway South  
Suite 100  
Irving, Texas 75063-2547  
Attention: **Community Investment Department**

To Member:

**First Victoria National Bank**

Delivery:  
P.O. Box 1338  
Victoria, TX 77902  
Attention: **Ms. Liz Freyer**  
**Compliance Officer**

To Project Sponsor:

**City Of Victoria**

Delivery:  
P.O. Box 1758  
Victoria, TX 77902  
Attention: **Ms. Darlah Sims**  
**Community Development Coordinator**