

ATTACHMENT A
SAFEKEEPING AGREEMENT
GOVERNMENTAL ENTITY RIDER

This Agreement is an agreement between the Bank and [Click here to enter name of entity](#). Accordingly, this Agreement is modified in accordance with the following provisions of this Attachment:

1. **No Indemnity.** Section 11 of the Safekeeping Agreement and any analogous provision of any Service Addendum or any other Bank Agreement, Schedule and Disclosure is hereby modified to remove therefrom any agreement by the Depositor to indemnify the Bank and its affiliates, directors, officers, employees and agents.

2. **Mandamus.** In addition to the other remedies specified in this Agreement, the Bank shall be entitled to a writ of mandamus upon any breach of this Agreement by the Depositor to the extent that is permitted by law.

3. **Representations.** The Depositor represents and warrants that, to the extent required by applicable law (including but not limited to any statute, ordinance or charter), (a) the execution, delivery and performance of this Agreement are in compliance with any competitive bidding requirement and (b) the payment to the Bank of all fees and other expenses properly chargeable to the Depositor under this Agreement have been authorized by all necessary action, including but not limited to the inclusion of such amounts in the approved budget of the Depositor.

4. **Payment Procedure.** If the Depositor is subject to Chapter 113 of the Texas Local Government Code, (a) the Depositor must check the following box (and if the Depositor fails to check such box, this Section shall be of no force or effect); (b) rather than charging a Deposit Account, the Bank shall provide the Depositor with invoices for all fees and other charges due to the Bank pursuant to the terms of this Agreement, and (c) the Depositor directs that such invoices should be sent to the following address and with the following reference (if indicated) for prompt handling and payment:

Reference:_____

The Depositor certifies that it is subject to Chapter 113 of the Texas Local Government Code.

5. **Execution.** The execution of this Attachment by the Depositor in the space provided below, and the affixing of the Depositor's seal as provided below, shall be the formal execution of this Agreement (including the Safekeeping Agreement and all Service Addenda executed and delivered concurrently herewith). The Depositor agrees that it will execute, seal and deliver all Service Addenda executed after the date hereof in compliance with all applicable law (including

but not limited to statutes, ordinance and charter), and that this Attachment shall be deemed a part of each such subsequent Service Addendum.

IN WITNESS WHEREOF, the Bank and the Depositor have caused this Attachment to be executed by their respective duly authorized representatives.

FROST BANK

By: _____
Name: _____
Title: _____

Enter name of entity

By: _____
Name: [Click here to enter name of signer.](#)
Title: [Click here to enter title.](#)

ATTEST:

Name: _____
Title: _____

(SEAL)