

**NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE
DIVISION OF BANKING
GOVERNMENT UNIT DEPOSIT PROTECTION ACT
APPLICATION TO BECOME A PUBLIC DEPOSITORY
Pursuant to N.J.S.A. 17:9-41 and N.J.A.C. 3:34-1.2**

Institution name: _____
 Principal Office: _____
 Address Line 1 _____
 Address Line 2 _____
 City, State, Zip _____
 Institution type _____
 (Bank, Savings Bank, Savings & Loan Association, Credit Union)
 Chartering Agency: _____
 (State of NJ, Other State (list), OCC, NCUA)
 Federal Charter No. _____
 Certification requested (Full or Limited): _____
 Estimated total GUDPA deposits after 12 months \$ _____
 Estimated uninsured GUDPA deposits after 12 months \$ _____
 Name requested on GUDPA Certificate: _____
 Total Capital Funds ⁽¹⁾ _____
 Capital Designation ⁽²⁾ _____

GUDPA Contact information:	Primary	Secondary
First and Last Name		
Title		
Email address		
Telephone number/extension		

To Attach:

- A. Certified true copy of board resolution(s) authorizing participation in GUDPA and designation of GUDPA Custodian.
- B. For full certificates only – a copy of fully executed custodial agreement and an executed addendum meeting GUDPA requirements (see Appendix for sample addendum).

Notes:

(1) Total capital funds are calculated pursuant to N.J.A.C. 3:34-1.9(a) based on the most recent Call reports filed as the sum of common stock and surplus, retained earnings and general reserve for bad debts for loans and securities, deducted by intangible assets. For a bank applicant, the information may be drawn from the Call reports Schedule RC, common stock (RC Line 24), surplus excluding all surplus related to preferred stock (RC Line 25), retained earnings (RC Line 26.a) and allowance for loan and lease losses (RC Line 4.c), less intangible assets (RC Line 10).

(2) Capital designation is based on the applicant's most recent Call Reports filed with designation options including well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized.

Certification

By filing this application, the above named financial institution certifies that it is aware of and familiar with the applicable GUDPA statutes at *N.J.S.A. 17:9-41 et seq.* and related regulations at *N.J.A.C. 3:34* and agrees to compliance therewith.

Authorized Signature

Print Name

Title

Date

Appendix:

Addendum to Custodian Agreement

This Addendum is hereby incorporated by reference into the original Custody Agreement (“Custody Agreement”) entered into on _____, 202_ by and between _____, a corporation organized under the laws of _____ with principal office located at _____ (“Custodian”), and _____, a depository institution organized under the laws of _____ with principal office located at _____ (“Public Depository”). Custodian and Public Depository shall hereinafter collectively be referred to as “Parties.”

Parties hereby agree to the following terms:

SECTION 1. DEFINITIONS.

All definitions in the Custody Agreement are hereby incorporated to this Addendum by reference. Additional terms are defined as follows:

- 1.1. “Commissioner” means the Commissioner of the New Jersey Department of Banking and Insurance and his or her designees.
- 1.2. “GUDPA” means the New Governmental Unit Deposit Protection Act, N.J.S.A. 17:9-41 to -48.
- 1.3. “GUDPA Sub-Account” means a sub-account established to hold collateral of Public Depository as required by GUDPA.

SECTION 2. GUDPA SUB-ACCOUNT.

- 2.1 Custodian represents that it is qualified to act as a custodian under N.J.S.A 17:9-44(c), specifically that Custodian is a banking institution located in the State of New Jersey or a contiguous state and which has capital funds of not less than \$25,000,000. Public Depository acknowledges that Custodian is acting as custodian under GUDPA.
- 2.2 As directed by Public Depository, Custodian agrees to establish one (1) or more Sub-Account(s) to hold Public Depository’s collateral required by GUDPA.
- 2.3 Custodian agrees to separate the assets of the GUDPA sub-account(s) from any other assets of Public Depository in its custody.
- 2.4 Parties agree to designate the Commissioner as the sole beneficiary of all GUDPA Sub-Account(s) at Custodian.
- 2.5 Parties agree that Public Depository shall seek and receive the Commissioner’s or his/her authorized representative’s prior approval before any return or delivery of assets out of the GUDPA sub-account(s), except that Public Depository shall have the right pursuant to N.J.A.C. 3:34-1.10 to substitute eligible collateral without prior approval by the Commissioner or his/her authorized representative, provided that Public Depository shall furnish the Commissioner or his/her representative with a

copy of substitution request made to the Custodian and that any substituted collateral shall have a market value as of the date of substitution at least equal to the market value of the collateral so replaced as reported on its last DOBI approved filing.

2.6 Custodian shall provide Public Depository and the Commissioner, upon request, with a monthly statement identifying all securities and/or cash in the GUDPA sub-account(s) and related market value as of the close of business on the date of such statement. Custodian shall also provide Public Depository and the Commissioner, upon request, a written confirmation by the closing of next business day after securities and/or cash are transferred to and from the GUDPA sub-account(s). Such confirmation shall identify the specific securities which are the subject of the confirmation and market value thereof.

2.7 Parties agree that the Commissioner may exercise all of his/her rights under GUDPA with respect to all GUDPA sub-account(s).

2.8 Parties agree that in the event of any conflict or inconsistency between the terms and conditions of this Addendum with any terms or conditions set forth in the Custody Agreement, the terms and conditions of this Addendum shall prevail.

Custodian:

Signature, Printed Name, Title

Date

Public Depository:

Signature, Printed Name, Title

Date