

Must be dated on or after the date of the Board meeting referenced in Authorizing Resolutions for Borrowers

Must be on Institution's Letterhead.

FORM OF LETTER OF AGREEMENT
[Letterhead of the Borrower]

Date: _____

Federal Reserve Bank of **Cleveland**
P.O. Box 6387
Cleveland, OH 44101-1387

Attention: **Federal Reserve Discount Window**

Modify this paragraph to include exactly which documents your institution is submitting to the Federal Reserve Bank. Exclude any information that does not apply.

In consideration of being able to request Advances from and incur Indebtedness to you and in consideration of your making Advances to us we agree to the provisions of your Operating Circular No. 10, effective October 15, 2006, as amended and supplemented from time to time thereafter ("Circular;" capitalized terms used but not defined herein shall have the meaning specified in the Circular).

[Enclosed are (1) certified copies of the Certificate, (2) certified copies of the resolutions that you requested and (3) documents(s) containing the name, title, and signature of those persons authorized to request Advances from and to pledge our assets to you.]¹

Any notices required under the Lending Agreement may be directed to the following department(s): [list department(s) and address(es)].

Bank Name

List complete addresses, of individuals, and/or departments to send notices or advices to.

_____ **Full Legal Name of Borrower**

By: _____²
Authorized signature(s)

There must be 2 Authorized Persons' Signatures, Names and Titles on the Letter of Agreement IF the Institution requires 2 Authorizing Persons as noted in section 2 of the Authorizing Resolution for Borrowers.

_____ **Name(s)**

_____ **Title(s)**

¹ Each Borrower should contact the Bank for instructions as to whether this paragraph and the referenced documents, forms of which are provided as part of this Appendix 3, must be submitted.

² The signatory or signatories should be authorized to sign documents on behalf of the Borrower as provided in the Authorizing Resolutions for Borrowers required by OC-10.

**Institution should strictly adhere to
the language of this form**

Legal Name
of Institution

FORM OF AUTHORIZING RESOLUTIONS FOR BORROWERS

'United States' if **Federally-**
chartered; **State** name if State
chartered institution.

As evidenced by my signature below, I certify that the following are correct and complete copies of the resolutions duly adopted on _____ at a meeting³ of _____

(Date)

(Type of governing body, e.g. board of directors)

of the _____ ("Borrower"), a _____

(Official name of the Borrower)

(Commercial bank, mutual savings bank, savings bank and loan association, credit union, or other charter type)

duly established and operating under the laws of _____, with its head office located at _____ in accordance with applicable law and the Borrower's chartering documents. I also certify that the resolutions have not been modified, remain in effect, are not in conflict with any provisions of the Borrower's certificate of incorporation, bylaws, or chartering and/or licensing statutes or requirements, and are reflected in the minutes of the meeting at which these resolutions were approved:

1. RESOLVED, that the Borrower is authorized to request advance(s) from, incur indebtedness, including overdrafts, to and pledge and grant a security interest in the Borrower's property, whether now owned or hereafter acquired, to a Federal Reserve Bank.
2. RESOLVED, that the persons with the following titles:

**Titles of Authorized
Person(s) should be
displayed here**

_____ and each of their successors in office, any _____ of whom _____ authorized to

(Exact titles of authorized persons)

(one/two)

(is/are)

(1) take each of the actions listed in paragraphs (a)-(e) immediately below and (2) send the names, titles, and signatures of individuals authorized to take such actions in the name and on behalf of the Borrower:⁴

**If 2 Authorized
persons are
selected here,
both must sign
all other
agreements.**

- (a) to borrow money from a Federal Reserve Bank on the terms and security that such Federal Reserve Bank requires;
 - (b) to discount, rediscount, or sell (with or without the Borrower's agreement to repurchase) and, for any of those purposes, to endorse and assign notes, drafts, bills of exchange, acceptances, other bills receivable, evidences of indebtedness, and securities, now or hereafter acquired by the Borrower;
 - (c) to make, execute, and deliver any application, note, agreement, certificate, power of attorney, and any other document that any Federal Reserve Bank requires in connection with any transaction authorized by this resolution;
 - (d) to grant, assign, pledge, and transfer to any Federal Reserve Bank security interests in any or all property of the Borrower, whether now owned or hereafter acquired, and to endorse, assign, deliver, deposit, and/or pledge any of such property to any Federal Reserve Bank as collateral to secure payment or performance of any obligation of the Borrower to a Federal Reserve Bank; and
 - (e) to do any and all other acts and things that may be necessary or incidental to any transaction authorized by the relevant resolution, or that may be designed or intended to carry out the purpose of such resolution.
3. RESOLVED, that a Federal Reserve Bank making an extension of credit to the Borrower is appointed as the Borrower's attorney-in-fact for it and in its place and stead, to endorse, assign, transfer and sell, set over and deliver collateral pledged to such Federal Reserve Bank, and to take any other action deemed necessary or advisable by the Federal Reserve Bank to exercise its rights with respect to any advance or indebtedness owed by the Borrower, in its capacity as secured party, including but not limited to accepting and endorsing payments on loans, preparing and/or filing of any documents necessary to perfect, protect, preserve, or release the interest of the Federal Reserve Bank or the Borrower in such collateral, or compromising disputes or handling insurance issues related to such collateral. The power of attorney is coupled with an interest and as such is irrevocable, and full power of substitution is granted to the

³ The language of this certification should be modified if the resolutions were adopted by written consent or otherwise.

⁴ If certain persons are authorized to undertake only some of these activities, e.g., to borrow, but not to pledge on behalf of the Borrower, this resolution should be split to so specifically identify who is authorized to undertake which activit(y)(ies).

assignee or holder. The Borrower ratifies any and all action authorized herein and taken by any such Federal Reserve Bank as the Borrower's attorney-in-fact. The rights, powers, and authority of the attorney-in-fact to perform any and all act(s) whatsoever necessary remains in full force and effect and binds the Borrower, its legal representatives, successors, and assigns until all indebtedness of the Borrower to any such Federal Reserve Bank has been fully satisfied and discharged.

4. RESOLVED, that we approve and consent to be bound by the provisions of the Federal Reserve Bank of **Cleveland's** Operating Circular No 10, effective October 15, 2006, as amended and supplemented from time to time thereafter ("OC-10").
5. RESOLVED, that the Borrower is authorized and approved to use any record (as such term is used in OC-10) to endorse or pledge to a Reserve Bank the notes and other obligations offered as collateral to secure payment or performance of any obligations of the Borrower to a Reserve Bank. The record will have the full force and effect of a manual endorsement.
6. RESOLVED, that these resolutions and the powers and authorizations granted or confirmed by them continue in effect until written notice of revocation is received by each Reserve Bank that has relied or is relying on such resolutions and the Borrower shall continue to be bound with respect to any outstanding obligations and pledges to any Reserve Bank at the time the notice of revocation is received by such Reserve Bank.
7. RESOLVED, that a duly certified copy of these resolutions be furnished to each Reserve Bank to which the Borrower applies for an advance or has an account.

IN WITNESS WHEREOF, I have hereunto subscribed my name.

Signature of certifying official⁵

Name and Title

Date

Signature must be that of the Secretary or Assistant or Corporate Secretary OR a Certifying Official as long as they are NOT listed in Paragraph 2 of this Resolution.

Please note that ALL new agreements are required when submitting a new Authorized Resolution for Borrowers; and they ALL must be dated on or after the date of the Board Meeting.

Please Adhere to the Footnote below

⁵ The certifying official must be the secretary of the Borrower or another person authorized to certify the statements in this document and, in any case, may not be a person authorized in Paragraph 2.

OFFICIAL OC-10 AUTHORIZATION LIST

Circle 'Yes' or 'No'
(see message below)

Routing (ABA) No. _____
Page ____ of ____

This supersedes our previous Official OC-10 Authorization List
(circle:) **YES** or **NO**
If neither is circled, previous list will also remain in effect.

Must be on or after date of Board meeting referenced in Authorizing Resolutions

Name of Borrower:	Date:
Street Address:	Telephone:

To the Federal Reserve Banks: Below are the names, titles and signatures of the individuals authorized to pledge collateral to/ request to borrow money from the Federal Reserve Banks on behalf of the Borrower identified above.

Name and Title (printed):	Telephone No. and Email Address	Signature:	Borrow ⁶	Pledge ¹
Must provide Name and Title for each person	Must provide phone # and email for each person. (after hours number recommended for at least one person)			

Must check one or both boxes for each person

Authorizing Officer(s) (must be identified by name or title in Paragraph 2 of Borrower's authorizing Resolutions):

Signature: _____ _____ (Printed Name and Title) _____ (Telephone) _____ (E-Mail Address)	Must be authorized in section 2 of Authorizing Resolutions for Borrowers	State of _____ County of _____ Subscribed and sworn to before me on _____, 20__, by _____ (Authorizing Officer's Printed Name) _____ Notary Public (Notary Seal)
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Second Authorizing Officer (must only be completed if Borrower's Authorizing Resolutions require two signatures):

Signature: _____ _____ (Printed Name and Title) _____ (Telephone) _____ (E-Mail Address)	Only required if institution requires two authorizations per section 2 of the Authorizing Resolutions for Borrowers	State of _____ County of _____ Subscribed and sworn to before me on _____, 20__, by _____ (Authorizing Officer's Printed Name) _____ Notary Public (Notary Seal)
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Notary cannot be the Authorizing Officer/Person(s) or any of the above-listed individuals authorized to borrow and/or pledge on behalf of the Borrower

Secretary's Certification:

I, _____, Secretary (or Assistant Secretary) of the above Borrower do hereby certify that _____ is/(are) a (Authorizing Officer's Name(s)) _____ of such Borrower. (Title(s) Of Authorizing Officer(s)) Signature: _____ Printed Name & Title: _____	State of _____ County of _____ Subscribed and sworn to before me on _____, 20__, by _____ (Secretary's (or Assistant Secretary's) Printed Name) _____ Notary Public (Notary Seal)
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⁶ Check as appropriate. For instance, check both if authorized to pledge and to make borrowing requests on behalf of the borrower.

First page to be completed by Institution; Second page to be completed by Correspondent

FORM OF LETTER OF AGREEMENT TO CORRESPONDENT CREDIT AND PAYMENT AGREEMENT

[Letterhead of Depository Institution]

Date: _____

Must be dated on or after the date of the Board meeting referenced in the Authorizing Resolutions for Borrowers

Federal Reserve Bank of Cleveland
P.O. Box 6387
Cleveland, OH 44101-1387

Attention:

Legal name of Correspondent

In order to request advances from you through a correspondent and in order to make payments to you through a correspondent, we agree to the provisions of the Correspondent Credit and Payment Agreement, currently an ancillary agreement appended to your Operating Circular No. 10, effective October 15, 2006, as amended and supplemented from time to time thereafter. We designate _____ as the Correspondent under that agreement.

Legal Name of Institution submitting request

Name of depository institution

By: _____ 7
Authorized signature(s)

Printed Name and Title of Authorized signer

Names(s)

Title(s)

Second signature only required if two authorizations required per the institution's Authorizing Resolutions for Borrowers

By: _____ 8
Authorized signature(s)

(Must be completed only if the Institution's Authorizing Resolution for Borrowers requires two signatures)

Names(s)

Title(s)

7 The signatory or signatories should be authorized to sign documents on behalf of the Borrower as provided in the Authorizing Resolutions for Borrowers required by OC-10.

8 Second signatory, if necessary, should be authorized to sign documents on behalf of the Borrower as provided in the Authorizing Resolutions for Borrowers required by OC-10.

This page must be completed by Correspondent

Name of Institution submitting request

We agree to act as Correspondent for _____ and, as _____

Name of depository institution

such, to be bound by the provision of the Correspondent Credit and Payment Agreement, currently an ancillary agreement attached to your Operating Circular No. 10, effective October 15, 2006, as amended from time to time ("Correspondent Agreement"). Pursuant to paragraph 3.1 of the Correspondent Agreement, we are furnishing below a list of individuals to whom the Federal Reserve Bank of Cleveland may provide an advice of credit or debit entries made under the Correspondent Agreement. These individuals are also authorized to instruct the Reserve Bank not to debit our account or to reverse a debit in accordance with Paragraph 5 of the Correspondent Agreement. We may amend this list from time to time.

Name of Correspondent

Legal Name of Correspondent

By: _____
Authorized signature(s)

Names(s)

Title(s)

Date

Individuals permitted to receive notification of credit or debit entries described in the Correspondent Credit and Payment Agreement and authorized to instruct the Reserve Bank not to debit the Correspondent Account or to reverse a debit: [list between 3 and 5 employees]

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name, Title, and Phone Numbers for contacts at Correspondent

**SCHEDULE A
To Letter of Agreement**

FORM OF CERTIFICATE⁹

Titles of individuals
signing below

Bank Name

The undersigned, the _____ and _____ of
(Title) (Title)

_____ (the "Borrower") hereby certifies, with reference to Operating Circular
(Name of Borrower)

No. 10, effective as of October 15, 2006, as amended or supplemented from time to time thereafter ("OC-10"; terms used but not defined herein have the meaning specified therein), as agreed to by the Borrower by Letter of Agreement dated _____, _____ to the Bank as follows:

(Date of Letter of Agreement)

Must be same date as
most recent Letter of
Agreement

(a) attached hereto are true, correct and complete, as of the date of this Certificate, copies of the official document that specifies the official name or names of the Borrower in its jurisdiction of organization ("Organizational Document").

(b) The information listed below is true and correct as of the date of this certificate:

1. Borrower's current mailing address is:

2. Borrower's jurisdiction of organization is¹⁰:

3. Borrower's Organizational number is (indicate n/a if not applicable):

4. Borrower's ABA number is :

Charter or
FDIC
Certificate #

IN WITNESS WHEREOF, the undersigned has signed this Certificate on _____, 2_____.

Signature of person
authorized in
section 2 of
Authorizing
Resolutions for
Borrowers

Name:
Title:

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Signature of legal
counsel or a second
Officer

Name:
Title:

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⁹ Borrowers that have previously provided the documents and information requested in this Certificate need only certify that the previously provided documents and information have not changed.

¹⁰ Borrowers operating under a Federal charter (e.g., national banks or Federal savings banks or associations) (see 12 U.S.C. §§ 22 and 1464(a), and 12 C.F.R. § 552.3), please specify the State of the Borrower's main office or home office.

¹¹ One signatory should be someone authorized to sign documents on behalf of the Borrower as provided in the Authorizing Resolutions for Borrowers required by OC-10.

¹² The other signatory should be in-house or outside counsel to the Borrower.