Depository Institution's Legal Name

"United States" if Federally chartered; State name if a State chartered institution.

FORM OF AUTHORIZING RESOLUTIONS FOR BORROWERS

As evidenced by my signature below, I certify that the following are correct and complete copies of the resolutions duly adopted on _____ at a meeting[1] 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.

Titles of Authorized Person(s) should be displayed here

2. RESOLVED, that the persons with the following titles:

_____
(Exact titles of authorized persons)

Full address of the Depository Institution

and each of their successors in office, any _____ of whom _____ authorized to
(one/two) (is/are)

Enter "one" or "two". If two authorized persons are required here, both must sign all of the accompanying agreements.

(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:[2]

(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 purposes, to endorse and assign notes, drafts, bills of exchange, acceptances, other bills receivable, evide 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 ot 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

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

[2] 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).

Dallas

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 _____'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 official[3]

_____

Name and Title

_____

Date

Signature must be that of the Secretary, Assistant, Corporate Secretary OR a Certifying Official as long as he or she is NOT listed in Paragraph 2 of this Resolution by title nor listed by name on the OC-10.

Should not predate the Board meeting date noted on Paragraph 1 of this Resolution.

[3] 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.