

## OC-10 AUTHORIZING RESOLUTIONS FOR BORROWERS

As evidenced by my signature below, I hereby certify that (i) I hold the title stated below for the financial institution identified below (the "Borrower") and have the authority to make these certifications, (ii) the Borrower is duly organized and existing under the laws of the jurisdiction identified below, with its chief executive office located at the location identified below, (iii) stated below are correct and complete copies of the resolutions (the "Resolutions") duly adopted on the date stated below by the Borrower's board of directors, or equivalent corporate body, in accordance with applicable law and the Borrower's organization documents (e.g., certificate of incorporation and bylaws) and chartering or licensing requirements, and (iv) the Resolutions have not been modified, remain in effect, and are not in conflict with the Borrower's organization documents or chartering or licensing requirements.

### Corporate Information

Borrower Name	Routing (ABA) No.
Date of the Resolutions _____	
Jurisdiction of Borrower	

### Borrower's Chief Executive Office Location

Street address	
City	State/Province
Country	Postal code

The following are the correct and complete copies of the Resolutions:

1. RESOLVED, that the Borrower is authorized to request advances from and incur indebtedness, including overdrafts, to the Federal Reserve Banks (each, a "Reserve Bank"), and to pledge and grant a security interest in the Borrower's property, whether now owned or hereafter acquired, to a Reserve Bank.
  
2. RESOLVED, that the persons identified below by title and each of their successors in office, any of whom authorized to (i) take each of the actions listed in paragraphs (a)-(e) below and (ii) transmit to the Reserve Banks a list of the names, titles and signatures of persons to be recognized as also authorized to perform the actions listed in paragraphs (a)-(e)<sup>1</sup> below.<sup>2</sup>

(List exact titles of authorized persons)

- 
- (a) to borrow money from a Reserve Bank and to incur indebtedness to a Reserve Bank on the terms and secured by the collateral that such Reserve Bank requires;

---

<sup>1</sup> 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, these Resolutions should be split to so specifically identify who is authorized to undertake which activity.

<sup>2</sup> Borrowers may authorize persons in these Resolutions by title but in order for persons to use Discount Window Direct to submit requests for Advances and submit Collateral Schedules, the person must be included on a fully executed OC-10 Official Authorization List which lists their email address.

- (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 Reserve Bank requires in connection with any transaction authorized by these Resolutions;
  - (d) to grant, assign, pledge, and transfer security interests to any Reserve Bank 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 as collateral to any Reserve Bank to secure payment or performance of any obligation of the Borrower to a Reserve Bank; and
  - (e) to do any and all other acts and things that may be necessary or incidental to any transaction authorized by these Resolutions, or that may be designed or intended to carry out the purpose of these Resolutions.
3. RESOLVED, that a Reserve Bank making an extension of credit to the Borrower is appointed, with full power of substitution, as the Borrower's attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower, to endorse, assign, transfer, and deliver collateral pledged to the Reserve Bank to any party, and to take any action deemed necessary or advisable by the Reserve Bank either to protect its interests or exercise its rights under its agreements with the Borrower, including taking any action to perfect or maintain the Reserve Bank's security interest (including but not limited to recording an assignment of a mortgage or filing a financing statement). This power of attorney is coupled with an interest and as such is irrevocable, and full power of substitution is granted to the assignee or holder. As attorney-in-fact, the Reserve Bank may take any lawful action to collect all sums due in connection with any collateral pledged to the Reserve Bank, and the Reserve Bank may release any collateral, instruments or agreements securing or evidencing the obligations owed to the Reserve Bank as fully as the Borrower could do if acting for itself. The Borrower ratifies any and all action authorized herein and taken by any such 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 obligations of the Borrower to any such Reserve Bank has been fully satisfied and discharged.
4. RESOLVED, that we approve and consent to be bound by the provisions of the Reserve Banks' Operating Circular No. 10, as amended, supplemented or otherwise modified from time to time ("Operating Circular"), and the Borrower performing its obligations under the Operating Circular and the agreements entered into in connection therewith.
5. RESOLVED, that the Borrower is authorized and approved to use any record (as such term is used in the Operating Circular) to endorse or pledge to a Reserve Bank the notes and other obligations offered as collateral for any advance or other indebtedness 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 the Resolutions and the Borrower shall continue to be bound by such Resolutions 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.
8. RESOLVED, that the Borrower, with respect to any Reserve Bank and the Borrower's obligations

to any Reserve Bank, to the maximum extent permitted by law, expressly and irrevocably waives any immunity that the Borrower now has or that in the future it may become entitled to, whether characterized as sovereign or otherwise (including, without limitation, immunity from set-off, from services of process, from jurisdiction of any court or tribunal, from attachment in aid of execution, from attachment prior to the entry of a judgment, or from execution upon a judgment), in any legal proceeding in the United States of America, the country where the Borrower is chartered, and the country in which the Borrower principally conducts its business and expressly submits to jurisdiction in Federal or State courts in the United States of America or in the courts of the Borrower's chartering country, or the country where the Borrower principally conducts its business.

IN WITNESS WHEREOF, I have hereunto subscribed my name.

**Certifying Official**

(Must be the Secretary of 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)

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

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

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

Date: \_\_\_\_\_

<b>Seal of the Embassy of the United States of America:</b> <sup>3</sup>	
<b>Country:</b>	
<b>City:</b>	
<b>Date:</b>	____/____/20____
<p>_____ personally appeared before me, and such individual adequately identified  <small>(Name of official signing above)</small>  themselves, and, after being duly sworn by me, stated that they are the _____  <small>(Title)</small>  of _____ whose governing body adopted the resolutions set forth in this  <small>(Official name of Borrower)</small>  document and that they executed this document by authority of that governing body.</p>	
<b>Signature of U.S. Consul:</b>	
<b>Seal of U.S. Consul:</b>	

<sup>3</sup> If appropriate, an apostille may be substituted for this consular certificate. Generally, if this consular certificate is used, it must be executed by an ambassador, a minister plenipotentiary, a minister extraordinary, a minister resident, a charge d'affaires, a consular agent, a consul general, a vice-consul general, a deputy consul general, a consul, a vice-consul, a deputy consul, a consular agent, a vice-consular agent, a commercial agent, or a vice-commercial agent of the United States of America within such individual's jurisdiction. The seal or stamp of such individual's office or the seal or stamp of the consulate or legation to which such individual is attached must be affixed as must the seal or stamp of the appropriate U.S. embassy.