

Federal Reserve Bank of Atlanta

Discount Window Lending Agreement Instructions

Operating Circular 10

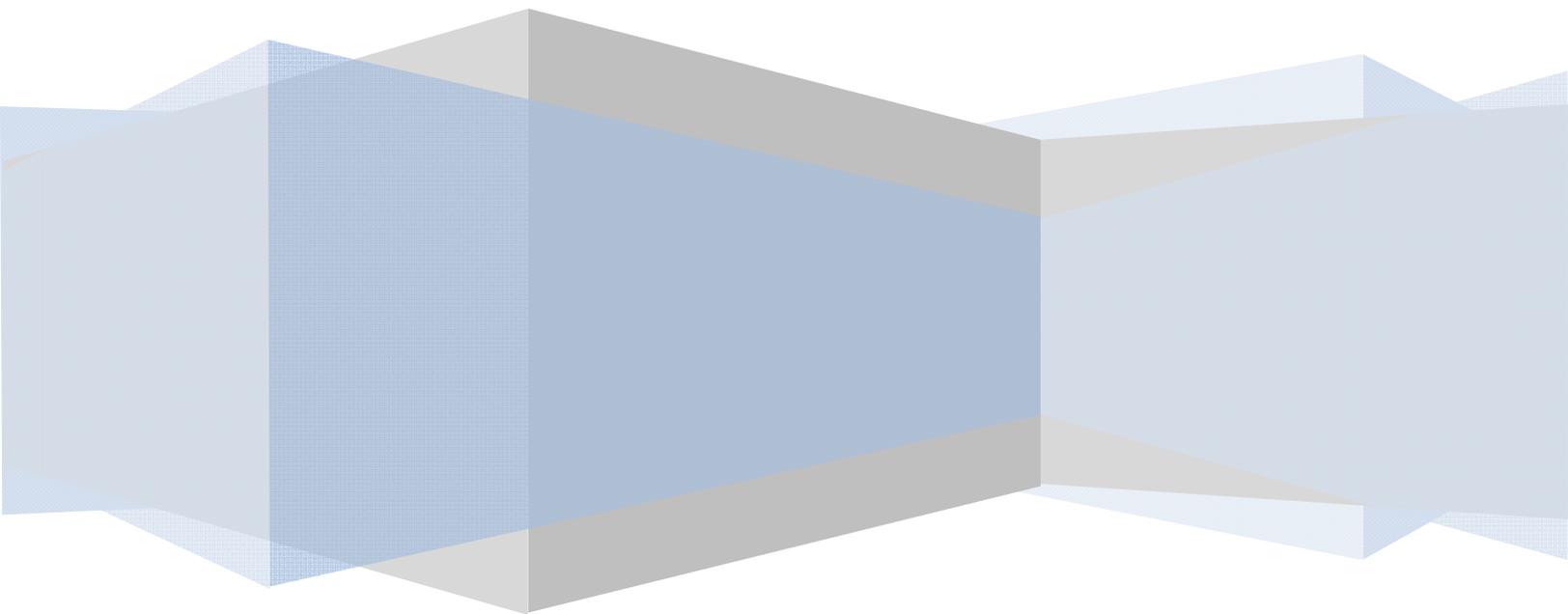


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Discount Window Documents

Operating Circular 10 sets forth the terms under which an eligible depository institution may borrow from a Reserve Bank. A copy of Operating Circular 10 is available on the Discount Window web site and may also be obtained from the Discount Window staff.

An institution's management must submit the documents referenced below in order to establish a borrowing arrangement. **Except where noted, language in the documents must not be altered.**

Required Documents for Domestic Institutions

The required OC 10 lending agreements for a domestic institution in the Federal Reserve Sixth district are:

- Letter of Agreement
- Form of Certificate
- Authorizing Resolutions for Borrowers
- OC 10 Authorization List
- Form Letter to Correspondent Credit and Payment Agreement (only required if your institution does not have a master account at the Federal Reserve)

Required Documents for U.S. Branch or Agency of a Foreign Institution

The required OC 10 lending agreements for a U.S. branch or agency or an agency of a foreign institution in the Federal Reserve Sixth district are:

- Letter of Agreement
- Form of Certificate
- Authorizing Resolution for Borrowers
- OC 10 Authorization List
- Form Letter to Correspondent Credit and Payment Agreement (only required if your institution does not have a master account at the Federal Reserve)
- Legal Opinion of Foreign Outside Counsel
- Legal Opinion of U.S. Outside Counsel

Authorized Officers

An eligible depository institution must designate whether one or two authorized officers are required to borrow from the Discount Window. This will be documented in paragraph two of the Authorizing Resolution for Borrowers. If two authorized officers are required in paragraph two of the Authorizing Resolution for Borrowers, please refer to the subsection regarding OC 10 Lending Agreement Instructions for Two Authorized Officers.

Discount Window Staff

If you have questions regarding these instructions or would like additional information, please contact a member of the Discount Window Staff at (888) 500-7390. The Federal Reserve Bank of Atlanta's Discount Window is open from 8:30am to 7:00pm, Eastern Time, on standard business days.

Submitting Documents

All completed documents should be mailed to the following address:

Credit and Risk Management
Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309-4470

OC 10 Instructions for Domestic Institutions: One Authorized Individual

For domestic depository institutions whose Board of Directors designates one authorized officer is required to perform the functions in paragraph two of the Authorizing Resolution for Borrowers, please follow the instructions below for filling out your OC 10 Lending Agreements.

Letter of Agreement

The Letter of Agreement displays an institution's acceptance of the terms and conditions in Operating Circular 10.

The instructions for completing this document are:

- Reproduce the Letter of Agreement on the letterhead of your institution's head office.
- The Letter of Agreement must be dated on or after the date of the Authorizing Resolution for Borrowers.
- The individual signing the Letter of Agreement must be an authorized officer designated by the Board of Directors in paragraph two of the Authorizing Resolutions for Borrowers.

Form of Certificate

The Form of Certificate will provide the Federal Reserve Bank with all of the information needed to make an effective UCC-1 financing statement filing against the Borrower. This document is required for the Federal Reserve Bank of Atlanta.

The instructions for completing this document are:

- In the opening paragraph, insert the titles of an authorizing officer from paragraph two of the Authorizing Resolution for Borrowers and the name and title of the in-house or outside counsel to the Borrower. If your institution does not have counsel, the signature of the Board Secretary will be accepted. If your institution does not have a Board Secretary, the signature of a Corporate Secretary will be accepted.
- If you are applying to the Discount Window for the first time, please attach copies of the Organizational Documents requested in paragraph (a). Examples include the Charter, Certificate of Merger and Certification of Corporate Existence (please see footnote 1 on the OC 10 checklist).
- Insert the information requested in paragraph (b). Borrower's organizational number is the Charter number or the FDIC certificate number, if any (see footnote 3 on the Form of Certificate).
- The first signature must be an officer authorized in paragraph two of the Authorizing Resolutions for Borrowers (please see footnote 4).
- The last signature must be your institution's in-house or outside counsel. If your institution does not have counsel, the signature of the Board Secretary will be accepted. If your institution does not have a Board Secretary, the signature of a Corporate Secretary will be accepted (see footnote 5).

Authorizing Resolutions for Borrowers

The Authorizing Resolutions for Borrowers evidences an institution's authorization to borrow from and pledge assets to a Reserve Bank.

The instructions for completing this document are:

- In the preamble, after noting your charter type, indicate your legal jurisdiction.
 - State Charters: indicate the state under which laws you were organized and operate.
 - National and Federal Charters: indicate that you operate under the laws of the United States.
- In paragraph two insert the exact titles of the authorized officers and indicate if one or two authorized borrowers will be required to perform the functions described in paragraph two.
- **Please review footnote 8.** The certifying official must be the Board Secretary of the institution or another officer of similar rank, and may not be a person authorized in paragraph two. If the institution has a limited number of employees, then the latter requirement may be waived if two officials authorized by paragraph two certify the Authorizing Resolution.

Official OC 10 Authorization List

The Official OC 10 Authorization List is a list of individuals, including their titles, who are authorized to borrow and/or pledge/withdraw collateral as specified in the institution's Authorizing Resolutions for Borrowers. The Official OC 10 Authorization List is only for use at the Discount Window.

The instructions for completing this document are:

- Fill in the information as requested. Make sure to specify whether each authorized individual may borrower and/or pledge.
- Please circle YES at the top of the form. This indicates that this list supersedes any previous lists. The Federal Reserve Bank of Atlanta requires a new update listing that includes all authorized individuals whenever there is a change.
- An officer authorized in paragraph two of the Authorizing Resolutions for Borrowers must sign as the Authorizing Officer.
- The signatures of the Authorizing Officer must be certified by the Board Secretary or another authorized certifying officer (i.e., the Assistant Secretary or Board Chairman). The certifying officer should not be listed on the Authorizing List. This requirement may be waived for small institutions.
- All signatures must be notarized appropriately.

The Letter of Agreement to Correspondent Credit and Payment Agreement

If your institution does not have a Federal Reserve account or wishes to settle with a correspondent, please select a correspondent to receive Discount Window advances and make payments on your institution's behalf.

The instructions for completing this document are:

- Reproduce the Letter of Agreement on the letterhead of your institution's head office.
- Your institution should fill out the first page of the agreement. The individual who signs on behalf of the bank should be authorized in paragraph two of the Authorizing Resolution for Borrowers
- The second page should be filled out by your correspondent designated on page one of the correspondent agreement.

FORM OF AGREEMENT

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

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)].

Full Legal Name of Borrower

By: _____²
Authorized signature(s)

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.

FORM OF CERTIFICATE

The undersigned, the _____ and _____ of
(Authorizing Officer Title) (In-house or Outside Counsel 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)

- (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 is³: _____
 3. Borrower's Organizational number is (indicate n/a if not applicable): _____
 4. Borrower's ABA number is : _____

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

4

Name: _____
Title: _____

5

Name: _____
Title: _____

³ 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.

⁴ 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.

⁵ The other signatory should be in-house or outside counsel to the Borrower.

AUTHORIZING RESOLUTION 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 meeting⁶ 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

(jurisdiction)

office located at _____ in accordance with applicable law and the

(address)

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:

(Exact titles of authorized persons)

and each of their successors in office, any _____ of whom _____ authorized to
(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:⁷

- (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

⁶ The language of this certification should be modified if the resolutions were adopted by written consent or otherwise.

⁷ 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).

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 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 Atlanta'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 official⁸

Name and Title

Date

⁸ 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.

OC 10 AUTHORIZATION LIST

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.

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 E-Mail Address:	Signature:	Borrow ⁹	Pledge ¹

Authorizing Officer (must be identified by title in Borrower's Authorizing Resolutions):

Signature: _____ _____ (Printed Name and Title) _____ (Telephone) _____ (E-Mail Address)	State of _____ County of _____ Subscribed and sworn to before me on _____, 20____, by _____. _____ Notary Public (Notary Seal)
--	---

Secretary's Certification:

I, _____, Secretary (or Assistant Secretary) of the above Borrower do hereby certify that _____ is a _____ of such Borrower. Signature: _____ _____ (Printed Name and Title)	State of _____ County of _____ Subscribed and sworn to before me on _____, 20____, by _____. _____ Notary Public (Notary Seal)
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⁹ Check as appropriate. For instance, check both if authorized to pledge and to make borrowing requests on behalf of the borrower.

**FORM OF LETTER OF AGREEMENT TO CORRESPONDENT CREDIT AND
PAYMENT AGREEMENT**

[Letterhead of Depository Institution]

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

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.

Name of depository institution

By: _____¹⁰
Authorized signature(s)

Names(s)

Title(s)

¹⁰ 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.

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 _____ 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

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

OC 10 Instructions for Domestic Institutions: Two Authorized Individuals

For domestic depository institutions whose Board of Directors designates two authorized officer needed to perform the functions in paragraph two of the Authorizing Resolution for Borrowers, please follow the instructions below for filling out your OC 10 Lending Agreements.

Letter of Agreement

The Letter of Agreement evidences an institution's acceptance of the terms and conditions in Operating Circular 10.

The instructions for completing this document are:

- Reproduce the Letter of Agreement on the letterhead of your institution's head office.
- The Letter of Agreement must be dated on or after the date of the Authorizing Resolution for Borrowers.
- The two individuals signing the Letter of Agreement must be an authorized officer designated by the Board of Directors in paragraph two of the Authorizing Resolutions for Borrowers.

Form of Certificate

The Form of Certificate will provide the Federal Reserve Bank all of the information needed to make an effective UCC-1 financing statement filing against the Borrower. This document is required for the Federal Reserve Bank of Atlanta.

The instructions for completing this document are:

- In the opening paragraph, insert the two titles of the authorizing officer from paragraph two of the Authorizing Resolution for Borrowers and the name and title of the in-house or outside counsel to the Borrower. If your institution does not have counsel, the signature of the Board Secretary will be accepted. If your institution does not have a Board Secretary, the signature of a Corporate Secretary will be accepted.
- If you are applying to the Discount Window for the first time, please attach copies of the Organizational Documents requested in paragraph (a). Examples include the Charter, Certificate of Merger and Certification of Corporate Existence (please see footnote 1 on the OC 10 checklist).
- Insert the information request requested in paragraph (b). Borrower's organizational number is the Charter number or the FDIC certificate number, if any (see footnote 14 on the Form of Certificate).
- Two signatures must be an officer authorized in paragraph two of the Authorizing Resolutions for Borrowers (see footnote 15).
- The last signature must be your institution's in-house or outside counsel. If your institution does not have counsel, the signature of the Board Secretary will be accepted (see footnote 16). If

your institution does not have a Board Secretary, the signature of a Corporate Secretary will be accepted.

Authorizing Resolution for Borrowers

The Authorizing Resolutions for Borrowers evidences an institution's authorization to borrow from and pledge assets to a Reserve Bank.

The instructions for completing this document are:

- In the preamble, after noting your charter type, indicate your legal jurisdiction.
 - State Charters: indicate the state under which laws you were organized and operate.
 - National and Federal Charters: indicate that you operate under the laws of the United States.
- In paragraph two insert the exact titles of the authorized officers and indicate if one or two authorized borrowers will be required to perform the functions described in paragraph two. The Federal Reserve Bank of Atlanta recommends only inserting the titles in paragraph two.
- **Please review footnote 20.** The certifying official must be the Board Secretary of the institution or another officer of similar rank, and may not be a person authorized in paragraph two. If the institution has a limited number of employees, then this latter requirement will be waived if two officials authorized by paragraph two certify the authorizing resolution.

Official OC 10 Authorization List

The Official OC 10 Authorization List is a list of individuals, including their titles, who are authorized to borrow and/or pledge/withdraw collateral as specified in the institution's Authorizing Resolution for Borrowers. The Official OC 10 Authorization List is only for use at the Discount Window.

The instructions for completing this document are:

- Fill in the information as requested. Make sure to specify whether each authorized individual may borrower and/or pledge.
- Please circle YES at the top of the form. This indicates that this list supersedes any previous lists. The Federal Reserve Bank of Atlanta requires a new update listing that includes all authorized individuals whenever there is a change.
- An officer authorized in paragraph two of the Authorizing Resolution for Borrowers must sign as the Authorizing Officer.
- Two signatures of the Authorizing Officer must be certified by the Board Secretary or another authorized certifying officer (i.e., the Assistant Secretary or Board Chairman). The certifying officer should not be listed on the Authorizing List. This requirement may be waived for small Borrowers.
- All signatures must be notarized appropriately.

The Letter of Agreement to Correspondent Credit and Payment Agreement

If your institution does not have a Federal Reserve account or wishes to settle with a correspondent, please select a correspondent to receive Discount Window advances and make payments on your institution's behalf.

The instructions for completing this document are:

- Reproduce the Letter of Agreement on the letterhead of your institution's head office.
- Your institution should fill out the first page of the agreement. The two individual who sign on behalf of the bank should be authorized in paragraph two of the Authorizing Resolution for Borrowers
- The second page should be filled out by your correspondent designated on page one of the correspondent agreement.

LETTER OF AGREEMENT

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

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.]¹¹

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

Full Legal Name of Borrower

By: _____¹²
Authorized signature

_____¹³
Authorized signature

Name

Name

Title

Title

¹¹ 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.

¹² 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.

¹³ 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.

FORM OF CERTIFICATE

The undersigned, the _____ and _____ of
(Two Authorizing Officer Titles) (In-house or Outside Counsel 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)

- (c) 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").
- (d) The information listed below is true and correct as of the date of this certificate:
5. Borrower's current mailing address is: _____

6. Borrower's jurisdiction of organization is¹⁴: _____
7. Borrower's Organizational number is (indicate n/a if not applicable): _____
8. Borrower's ABA number is : _____

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

15
Name: _____
Title: _____

16
Name: _____
Title: _____

17
Name: _____
Title: _____

¹⁴ 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.

¹⁵ The other signatory should be in-house or outside counsel to the Borrower.

¹⁶ 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.

¹⁷ 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.

AUTHORIZING RESOLUTION 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 meeting¹⁸ 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

(jurisdiction)

office located at _____ in accordance with applicable law and the

(address)

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:

8. 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.
9. RESOLVED, that the persons with the following titles:

(Exact titles of authorized persons)

and each of their successors in office, any _____ of whom _____ authorized to
(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:¹⁹

- (f) to borrow money from a Federal Reserve Bank on the terms and security that such Federal Reserve Bank requires;
 - (g) 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;
 - (h) 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;
 - (i) 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
 - (j) 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.
10. 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

¹⁸ The language of this certification should be modified if the resolutions were adopted by written consent or otherwise.

¹⁹ 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).

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 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.

11. RESOLVED, that we approve and consent to be bound by the provisions of the Federal Reserve Bank of Atlanta's Operating Circular No 10, effective October 15, 2006, as amended and supplemented from time to time thereafter ("OC-10").
12. 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.
13. 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.
14. 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 official²⁰

Name and Title

Date

²⁰ 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.

OC 10 AUTHORIZATION LIST

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.

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 E-Mail Address:	Signature:	Borrow ²¹	Pledge ¹

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)	State of _____) County of _____) Subscribed and sworn to before me on _____, 20 ____, by _____. _____ Notary Public ²² (Notary Seal)
--	---

Second Authorizing Officer (must only be completed if Borrower's Authorizing Resolutions require two signatures):

Signature: _____ _____ (Printed Name and Title) _____ (Telephone) _____ (E-Mail Address)	State of _____) County of _____) Subscribed and sworn to before me on _____, 20 ____, by _____. _____ Notary Public ²⁰ (Notary Seal)
--	---

Secretary's Certification:

I, _____, Secretary (or Assistant Secretary) of the above Borrower do hereby certify that _____ is/(are) a _____ of such Borrower. Signature: _____ Printed Name & Title: _____	State of _____) County of _____) Subscribed and sworn to before me on _____, 20 ____, by _____. _____ Notary Public ²⁰ (Notary Seal)
---	---

²¹ Check as appropriate. For instance, check both if authorized to pledge and to make borrowing requests on behalf of the borrower.

²² Notary cannot be the Authorizing Officer(s) or any of the above-listed individuals authorized to borrow and/or pledge on behalf of the Borrower.

LETTER TO CORRESPONDENT CREDIT AND PAYMENT AGREEMENT

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

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.

Name of depository institution

By: _____²³
Authorized signature (1)

_____²⁴
Authorized signature (2)

Name

Name

Title

Title

²³ 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.

²⁴ 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.

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 _____ 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

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

OC 10 Instructions for U.S. Branch or Agency Institutions: One Authorized Individual

U.S. Branch or Agency depository institutions whose Board of Directors designates one authorized officer needed to perform the functions in paragraph two of the Authorizing Resolution for Borrowers, please follow the instructions below for filling out your OC 10 Lending Agreements.

Letter of Agreement

The Letter of Agreement evidences an institution's acceptance of the terms and conditions in Operating Circular 10.

The instructions for completing this document are:

- Reproduce the Letter of Agreement on the letterhead of your institution's head office.
- The Letter of Agreement must be dated on or after the date of the Authorizing Resolution for Borrowers.
- The individual signing the Letter of Agreement must be an authorized officer designated by the Board of Directors in paragraph two of the Authorizing Resolutions for Borrowers.

Form of Certificate

The Form of Certificate will provide the Federal Reserve Bank all of the information needed to make an effective UCC-1 financing statement filing against the Borrower. This document is required for the Federal Reserve Bank of Atlanta.

The instructions for completing this document are:

- In the opening paragraph, insert the titles of one authorizing officer from paragraph two of the Authorizing Resolution for Borrowers and the name and title of the in-house or outside counsel to the Borrower. If your institution does not have counsel, the signature of the Board Secretary will be accepted. If your institution does not have a Board Secretary, the signature of a Corporate Secretary will be accepted.
- If you are applying to the Discount Window for the first time, please attach copies of the Organizational Documents requested in paragraph (a). Examples include the Charter, Certificate of Merger and Certification of Corporate Existence (please see footnote 1 on the OC 10 checklist).
- Insert the information request requested in paragraph (b). Borrower's organizational number is the Charter number or the FDIC certificate number, if any (see footnote 30 on the Form of Certificate).
- Check the appropriate box in paragraph (c).
- The first signature must be an officer authorized in paragraph two of the Authorizing Resolutions for Borrowers (see footnote 31).

- The last signature must be your institution’s in-house or outside counsel. If your institution does not have counsel, the signature of the Board Secretary will be accepted. If your institution does not have a Board Secretary, the signature of a Corporate Secretary will be accepted (see footnote 32).

Authorizing Resolution for Borrowers

The Authorizing Resolutions for Borrowers evidences an institution’s authorization to borrow from and pledge assets to a Reserve Bank.

The instructions for completing this document are:

- In the preamble, after noting your charter type, indicate your legal jurisdiction.
 - State Charters: indicate the state under which laws you were organized and operate.
 - National and Federal Charters: indicate that you operate under the laws of the United States.
- In paragraph two insert the exact titles of the authorized officers and indicate if one authorized borrower will be required to perform the functions described in paragraph two. The Federal Reserve Bank of Atlanta recommends only inserting the titles in paragraph two.
- **Please review footnote 35.** The certifying official must be the Board Secretary of the institution or another officer of similar rank, and may not be a person authorized in paragraph two. If the institution has a limited number of employees, then this latter requirement will be waived if two officials authorized by paragraph two certify the authorizing resolution.
- **Please review footnote 36.** This form must also be signed by a U.S. Consul with an accompanying seal.

Official OC 10 Authorization List

The Official OC 10 Authorization List is a list of individuals, including their titles, who are authorized to borrow and/or pledge/withdraw collateral as specified in the institution’s Authorizing Resolution for Borrowers. The Official OC 10 Authorization List is only for use at the Discount Window.

The instructions for completing this document are:

- Fill in the information as requested. Make sure to specify whether each authorized individual may borrow and/or pledge.
- Please circle YES at the top of the form. This indicates that this list supersedes any previous lists. The Federal Reserve Bank of Atlanta requires a new update listing that includes all authorized individuals whenever there is a change.
- An officer authorized in paragraph two of the Authorizing Resolution for Borrowers must sign as the Authorizing Officer
- The signatures of the Authorizing Officer must be certified by the Board Secretary or another authorized certifying officer (i.e., the Assistant Secretary or Board Chairman). The certifying officer should not be listed on the Authorizing List. This requirement may be waived for small Borrowers.

- All signatures must be notarized appropriately.

The Letter of Agreement to Correspondent Credit and Payment Agreement

If your institution does not have a Federal Reserve account or wishes to settle with a correspondent, please select a correspondent to receive Discount Window advances and make payments on your institution's behalf.

The instructions for completing this document are:

- Please reproduce the Letter of Agreement on the letterhead of your institution's head office.
- Your institution should fill out the first page of the agreement. The individual who signs on behalf of the bank should be authorized in paragraph two of the Authorizing Resolution for Borrowers
- The second page should be filled out by your correspondent designated on page one of the correspondent agreement.

Form of Opinion of Foreign Outside Counsel

The Form of Opinion of Foreign Outside Counsel is an opinion from legal counsel inside the depository institution's home country that states the institution exists and is in good standing under the laws of their home country.

The instructions for completing this document are:

- Reproduce the Form of Opinion of Foreign Outside Counsel on the letterhead of your outside counsel
- The Form of Opinion of Foreign Outside Counsel must be dated on or after the date of the Authorizing Resolutions for Borrowers.
- Fill in the appropriate Federal Reserve Bank branch.
- In paragraph 2, fill in the date of the Form of Letter of Agreement.
- For paragraph 4, refer to Footnote 41.
- In paragraph 5, fill in the date of the Form of Authorizing Resolutions.
- In paragraph 6, fill in how often security interest documents must be renewed.
- In paragraph 7, enter the State which governs the lending agreement.

Form of Opinion of United States Outside Counsel

The Form of Opinion of United States Outside Counsel is an opinion from legal counsel in the U.S. stating that depository institution has the ability to enter into an agreement with the Federal Reserve Bank of Atlanta.

The instructions for completing this document are:

- Reproduce the Form of Opinion of United States Outside Counsel on the letterhead of your outside counsel

- The Form of Opinion of Foreign Outside Counsel must be dated on or after the date of the Authorizing Resolutions for Borrowers
- Fill in the appropriate Federal Reserve Bank branch and the requested information about foreign bank in the following paragraphs.
- For paragraph 2, refer to Footnote 43 on the Form of Opinion of Foreign Outside Counsel.
- Fill in the appropriate information in the final paragraph.

FORM OF AGREEMENT

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

In consideration of being able to request Advances from and incur Indebtedness to you and in consideration of your making Advances to us through our branch/agency located in _____²⁵ and/or allowing us to incur Indebtedness, _____²⁶ as a whole (and not merely its offices in the United States of America) agrees 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.]²⁷

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

Full Legal Name of Borrower

By: _____²⁸
Authorized signature(s)

Name(s)

Title(s)

²⁵ Specify the branch or agency through which Advances will be requested.

²⁶ Specify the name of the institution (not the branch or agency).

²⁷ 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 4, must be submitted.

²⁸ 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.

FORM OF CERTIFICATE

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)

(a) attached hereto are true, correct and complete, as of the date of this Certificate, copies of (1) the official document that specifies the official name or names of the Borrower in its jurisdiction of organization ("Organizational Document") and (2) the official filing in each State office in the United States in which the Borrower is doing business that authorizes the Borrower to do business in that State.

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(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 is³⁰: _____
3. Borrower's Organizational number is (indicate n/a if not applicable): _____
4. Borrower's ABA number is : _____

(c) [Check one]:

- Borrower's name as it appears in the Organizational Document is in Standard Roman,
- Borrower's name as it appears in the Organizational Document is not in Standard Roman, and the government of Borrower's home country has official rules for transliterating words into Standard Roman. Borrower's name, transliterated according to such rules into Standard Roman is _____.
(Insert official transliterated name)

²⁹ 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.

³⁰ 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.

Borrower's name as it appears in the Organizational Document is not in Standard Roman, and the government of Borrower's home country does not have official rules for transliterating words into Standard Roman. Borrower's preferred transliteration of its name into Standard Roman is _____.

(Insert preferred transliterated name)

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

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Name: _____
Title: _____

32

Name: _____
Title: _____

³¹ 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.

³² The other signatory should be in-house or outside counsel to the Borrower.

AUTHORIZING RESOLUTION FOR BORROWER

As evidenced by my signature below, I certify that the following are correct and complete copies of the resolutions duly adopted on _____ at a meeting³³ 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:

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

(1) take each of the actions listed in paragraph (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:³⁴

(a) to borrow money from a Federal Reserve Bank and to incur indebtedness to 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

³³ The language of this certification should be modified if the resolutions were adopted by written consent or otherwise.

³⁴ 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).

(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 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 Atlanta'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 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 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.
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.

Signature of certifying official³⁵

Name and Title

Date

EMBASSY OF THE UNITED STATES OF AMERICA³⁶

[SEAL]

City, Country

On _____, _____ personally appeared before me, adequately
(Date) (Name of official signing above)
identified [himself/herself], and, after being duly sworn by me, stated that [he/she] is the
_____ of _____ whose governing body adopted the
(Title) (Official Name of Borrower)
resolutions set forth in this document and that [he/she] executed this document by authority of that governing body.

Signature of U.S. Consul

[SEAL]

³⁵ 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.

³⁶ 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 his or her jurisdiction. The seal or stamp of his or her office or the seal or stamp of the consulate or legation to which he or she is attached must be affixed as must the seal or stamp of the appropriate U.S. embassy.

OC 10 AUTHORIZATION LIST

Routing (ABA) No. _____

This supersedes our previous Official OC-10 Authorization List:

Page ____ of ____

(circle:) **YES** or **NO**

If neither is circled, previous list will also remain in effect.

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 E-Mail Address:	Signature:	Borrow ³⁷	Pledge ¹

Authorizing Officer (must be identified by title in Borrower's Authorizing Resolutions):

Signature: _____ _____ (Printed Name and Title) _____ (Telephone) _____ (E-Mail Address)	State of _____ County of _____ Subscribed and sworn to before me on _____, 20____, by _____. _____ Notary Public (Notary Seal)
--	---

Secretary's Certification:

I, _____, Secretary (or Assistant Secretary) of the above Borrower do hereby certify that _____ is a _____ of such Borrower. Signature: _____ _____ (Printed Name and Title)	State of _____ County of _____ Subscribed and sworn to before me on _____, 20____, by _____. _____ Notary Public (Notary Seal)
---	---

³⁷ Check as appropriate. For instance, check both if authorized to pledge and to make borrowing requests on behalf of the borrower.

FORM OF LETTER OF AGREEMENT TO CORRESPONDENT CREDIT AND PAYMENT AGREEMENT

[Letterhead of Depository Institution]

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

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.

Name of depository institution

By: _____³⁸
Authorized signature(s)

Names(s)

Title(s)

³⁸ _____
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.

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 Atlanta 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

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

FORM OF OPINION OF FOREIGN OUTSIDE COUNSEL

[Letterhead of the Borrower's Outside Counsel]

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

In re: _____
(Foreign bank name)

In connection with the authorization for _____ (“Borrower”), through its
(Foreign bank name)
_____, to request advances from, incur indebtedness to, and pledge
(city/cities) (branch/agency)
collateral to any Federal Reserve Bank in the United States of America, you have requested us to furnish you
with an opinion of counsel regarding the authority of the Borrower and its [city/cities] [branch/agency] to
engage in those activities under the laws of _____.³⁹
(chartering jurisdiction)

We are legal counsel to the Borrower in _____, its place of _____ and
(city, country) (incorporation or chartering or formation)
in that capacity are familiar with its affairs and the laws of _____ affecting it.
(chartering jurisdiction)

We are of the opinion that:

(1) The Borrower, a _____, including its branches and agencies in the United States of
(describe type of entity)
America, has been duly _____ and is validly existing and in good standing as a
(incorporation/chartered/formed)
_____ under the laws of _____.
(corporation) (chartering jurisdiction)

(2) Under the laws of [chartering jurisdiction], the Borrower, including its branches or agencies located in the United States of America, (i) has the [corporate] power and authority to execute and deliver the Letter of Agreement, dated ____ __, ____, to your Operating Circular No.10 (“Circular”), effective October 15, 2006, as amended and supplemented from time to time thereafter and [list other executed agreements] (together the “Lending Agreement”), and to obtain advances from, incur indebtedness to, and perform its obligation under the Lending Agreement and pledge its collateral and grant security interests in its assets to any Federal Reserve Bank, whether now owned or hereafter acquired, as collateral security for the payment or performance of any obligation of the Borrower to any Federal Reserve Bank and (ii) has duly authorized, executed and delivered the Lending Agreement.⁴⁰

(3) The Lending Agreement constitutes the valid and legally binding obligation of the Borrower in its entirety as a juridical entity and not merely as its branches or agencies located in the United States of America.

³⁹ If the foreign Borrower principally conducts its business in a jurisdiction other than its chartering jurisdiction then the Borrower should also get an opinion of outside counsel with respect to Paragraphs 2, 3, 4, and 6 hereto for the jurisdiction in which the Borrower principally conducts its business. Each reference to the chartering jurisdiction in these paragraphs

⁴⁰ An opinion of counsel from a jurisdiction in which the Borrower principally conducts its business should also address whether any office of the Borrower licensed to operate in such jurisdiction can pledge its assets to secure an Obligation of the Borrower to a Reserve Bank.

FORM OF OPINION OF FOREIGN OUTSIDE COUNSEL

[Letterhead of the Borrower's Outside Counsel]

(4) Regarding the Borrower's obligations to any Federal Reserve Bank, the Borrower and its assets are entitled to _____

(List immunities which the Borrower's assets may be entitled to, including immunity from set-off, service of process, jurisdiction of any court or tribunal, attachment in aid of execution, attachment prior to the entry of a judgment, or execution upon a judgment)

in any legal proceeding in the United States of America or the country where the Borrower is chartered. The Borrower has effectively waived such immunity/immunities it is now entitled to as well as any other immunity that, in the future, it may become entitled to in such jurisdictions⁴¹ and has effectively submitted to jurisdiction in the courts of its chartering country.

(5) The resolutions of the governing body of the Institution, dated _____, that authorize requesting advances from, incurring indebtedness to, and pledging and granting security interests in the Institution's assets to any Federal Reserve Bank, have been duly adopted.

(6) The chartering jurisdiction _____ have a system for filing or recording a security interest.
(does/does not)

The chartering jurisdiction has a system for filing or recording a security interest, and a filing or recording has been made on behalf of the Federal Reserve Banks. That filing or recording _____.⁴²
(is not subject to renewal/must be renewed)

(7) In any action or proceeding arising out of or relating to the Lending Agreement in any court in [chartering jurisdiction], such court would give effect to the governing law provisions of the Lending Agreement which provide that the Lending Agreement shall be governed by the law of the State of _____ or Federal laws. However, if a court were to hold that the Lending Agreement is governed by, and is to be construed in accordance with the laws of _____,

(chartering jurisdiction)

enforceable against the Borrower in its entirety as a juridical entity and not merely as its branches or agencies created in the United States of America.

There are no other material issues relevant to the issues addressed by this opinion which we wish to draw to your attention.

⁴¹ If there are any limitations on the Borrower's ability to waive any immunity, please identify and discuss those limitations.

⁴² Specify how frequently the filing or recording must be renewed.

FORM OF OPINION OF UNITED STATES OUTSIDE COUNSEL

[Letterhead of the Borrower's Outside Counsel]

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

In re: _____

Foreign bank

City

You have requested our opinion on certain matters in connection with the authorization for _____ ("Borrower"), through its _____ to request advances from, incur indebtedness to, and pledge and grant security interests in its assets to, any Federal Reserve Bank.

(Foreign bank's name)

(City)

(branch/agency)

We are legal counsel to the _____ of the Borrower and in that capacity are familiar with its affairs and the laws of _____ and the United States of America affecting it.⁴³ We have investigated those laws to the extent we believe necessary to render the opinions expressed in this letter.

(City)

(branch/agency)

(state)

We are of the opinion that:

(1) The Borrower, through its _____, is authorized to request advances from, incur indebtedness to, and pledge and grant security interests in its assets to, any Federal Reserve Bank.

(city)

(branch/agency)

(2) The Borrower and its assets are entitled to _____ in any legal proceeding brought in the United States of America. The Borrower has effectively waived such immunity/immunities it is now entitled to as well as any other immunity that, in the future, it may become entitled to and has effectively submitted to the jurisdiction of the United States courts.

(List immunities which the Borrower's assets may be entitled to, including immunity from set-off, service of process, jurisdiction of any court or tribunal, attachment in aid of execution, attachment prior to the entry of a judgment, or execution upon a judgment)

(3) The agreement of the Borrower to the terms of your Operating Circular No. 10, effective October 15, 2006, as amended from time to time, is valid and binding on the Borrower.

In rendering our opinion, we have assumed the correctness of the opinion(s) addressed to you dated _____, from _____, legal counsel to the Borrower at its _____ in _____.

(place of incorporation or chartering/principal place of business)

(Country)

⁴³ If the office is a Federal branch or agency, the reference to State law should be omitted. Opinions of counsel must be obtained for all branches and agencies which may seek an Advance or incur Indebtedness.

OC 10 Instructions for U.S. Branch or Agency Institutions: Two Authorized Individuals

For U.S. Branch or Agency depository institutions whose Board of Directors designates two authorized officer needed to perform the functions in paragraph two of the Authorizing Resolution for Borrowers, please follow the instructions below for filling out your OC 10 Lending Agreements.

Letter of Agreement

The Letter of Agreement evidences an institution's acceptance of the terms and conditions in Operating Circular 10.

The instructions for completing this document are:

- Reproduce the Letter of Agreement on the letterhead of your institution's head office.
- The Letter of Agreement must be dated on or after the date of the Authorizing Resolution for Borrowers.
- The two individuals signing the Letter of Agreement must be an authorized officer designated by the Board of Directors in paragraph two of the Authorizing Resolutions for Borrowers.

Form of Certificate

The Form of Certificate will provide the Federal Reserve Bank all of the information needed to make an effective UCC-1 financing statement filing against the Borrower. This document is required for the Federal Reserve Bank of Atlanta.

The instructions for completing this document are:

- In the opening paragraph, insert the two titles of the authorizing officer from paragraph two of the Authorizing Resolution for Borrowers and the name and title of the in-house or outside counsel to the Borrower. If your institution does not have counsel, the signature of the Board Secretary will be accepted.
- If you are applying to the Discount Window for the first time, please attach copies of the Organizational Documents requested in paragraph (a). Examples include the Charter, Certificate of Merger and Certification of Corporate Existence (please see footnote 1 on the checklist).
- Insert the information request requested in paragraph (b). Borrower's organizational number is the Charter number or the FDIC certificate number, if any. See footnote 50 on the Form of Certificate.
- Check the appropriate box in paragraph (c).
- Two signatures must be an officer authorized in paragraph two of the Authorizing Resolutions for Borrowers. See footnote 51/52.
- The last signature must be your institution's in-house or outside counsel. If your institution does not have counsel, the signature of the Board Secretary will be accepted. See footnote 53.

Authorizing Resolution for Borrowers

The Authorizing Resolutions for Borrowers evidences an institution's authorization to borrow from and pledge assets to a Reserve Bank.

The instructions for completing this document are:

- In the preamble, after noting your charter type, indicate your legal jurisdiction.
 - State Charters: indicate the state under which laws you were organized and operate.
 - National and Federal Charters: indicate that you operate under the laws of the United States.
- In paragraph two insert the exact titles of the authorized officers and indicate if one or two authorized borrowers will be required to perform the functions described in paragraph two. The Federal Reserve Bank of Atlanta recommends only inserting the titles in paragraph two.
- **Please review footnote 56.** The certifying official must be the Board Secretary of the institution or another officer of similar rank, and may not be a person authorized in paragraph two. If the institution has a limited number of employees, then this latter requirement will be waived if two officials authorized by paragraph two certify the authorizing resolution.
- **Please review footnote 57.** This form must also be signed by a U.S. Consul with an accompanying seal.

Official OC 10 Authorization List

The Official OC 10 Authorization List is a list of individuals, including their titles, who are authorized to borrow and/or pledge/withdraw collateral as specified in the institution's Authorizing Resolution for Borrowers. The Official OC 10 Authorization List is only for use at the Discount Window.

The instructions for completing this document are:

- Fill in the information as requested. Make sure to specify whether each authorized individual may borrow and/or pledge.
- Please circle YES at the top of the form. This indicates that this list supersedes any previous lists. The Federal Reserve Bank of Atlanta requires a new update listing that includes all authorized individuals whenever there is a change.
- An officer authorized in paragraph two of the Authorizing Resolution for Borrowers must sign as the Authorizing Officer
- Two signatures of the Authorizing Officer must be certified by the Board Secretary or another authorized certifying officer (i.e., the Assistant Secretary or Board Chairman). The certifying officer should not be listed on the Authorizing List. This requirement may be waived for small Borrowers.
- All signatures must be notarized appropriately.

The Letter of Agreement to Correspondent Credit and Payment Agreement

If your institution does not have a Federal Reserve account or wishes to settle with a correspondent, please select a correspondent to receive Discount Window advances and make payments on your institution's behalf.

The instructions for completing this document are:

- Please reproduce the Letter of Agreement on the letterhead of your institution's head office.
- Your institution should fill out the first page of the agreement. The two individual who sign on behalf of the bank should be authorized in paragraph two of the Authorizing Resolution for Borrowers
- The second page should be filled out by your correspondent designated on page one of the correspondent agreement.

Form of Opinion of Foreign Outside Counsel

The Form of Opinion of Foreign Outside Counsel is an opinion from legal counsel inside the depository institution's home country that states the institution exists and is in good standing under the laws of their home country.

The instructions for completing this document are:

- Please reproduce the Form of Opinion of Foreign Outside Counsel on the letterhead of your outside counsel
- The Form of Opinion of Foreign Outside Counsel must be dated on or after the date of the Authorizing Resolutions for Borrowers.
- Fill in the appropriate Federal Reserve Bank branch.
- In paragraph 2, fill in the date of the Form of Letter of Agreement.
- For paragraph 4, refer to Footnote 643.
- In paragraph 5, fill in the date of the Form of Authorizing Resolutions.
- In paragraph 6, fill in how often security interest documents must be renewed.
- In paragraph 7, enter the State which governs the lending agreement.

Form of Opinion of United States Outside Counsel

The Form of Opinion of United States Outside Counsel is an opinion from legal counsel in the U.S. stating that depository institution has the ability to enter into an agreement with the Federal Reserve Bank of Atlanta.

The instructions for completing this document are:

- Please reproduce the Form of Opinion of United States Outside Counsel on the letterhead of your outside counsel
- The Form of Opinion of Foreign Outside Counsel must be dated on or after the date of the Authorizing Resolutions for Borrowers

- Fill in the appropriate Federal Reserve Bank branch and the requested information about foreign bank in the following paragraphs.
- For paragraph 2, refer to Footnote 66 on the Form of Opinion of Foreign Outside Counsel.
- Fill in the appropriate information in the final paragraph.

FORM OF AGREEMENT

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

In consideration of being able to request Advances from and incur Indebtedness to you and in consideration of your making Advances to us through our branch/agency located in _____⁴⁴ and/or allowing us to incur Indebtedness, _____⁴⁵ as a whole (and not merely its offices in the United States of America) agrees 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.]⁴⁶

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

Full Legal Name of Borrower

By: _____⁴⁷
Authorized signature

_____⁴⁸
Authorized signature

Name

Name

Title

Title

⁴⁴ Specify the branch or agency through which Advances will be requested.

⁴⁵ Specify the name of the institution (not the branch or agency).

⁴⁶ 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 4, must be submitted.

⁴⁷ 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.

⁴⁸ 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.

FORM OF CERTIFICATE

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

(a) attached hereto are true, correct and complete, as of the date of this Certificate, copies of (1) the official document that specifies the official name or names of the Borrower in its jurisdiction of organization ("Organizational Document") and (2) the official filing in each State office in the United States in which the Borrower is doing business that authorizes the Borrower to do business in that State.

(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 is⁵⁰: _____
3. Borrower's Organizational number is (indicate n/a if not applicable): _____
4. Borrower's ABA number is : _____

(c) [Check one]:

- Borrower's name as it appears in the Organizational Document is in Standard Roman,
- Borrower's name as it appears in the Organizational Document is not in Standard Roman, and the government of Borrower's home country has official rules for transliterating words into Standard Roman. Borrower's name, transliterated according to such rules into Standard Roman is _____.
(Insert official transliterated name)

⁴⁹ 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.

⁵⁰ 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.

Borrower's name as it appears in the Organizational Document is not in Standard Roman, and the government of Borrower's home country does not have official rules for transliterating words into Standard Roman. Borrower's preferred transliteration of its name into Standard Roman is _____.

(Insert preferred transliterated name)

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

51

Name: _____
Title: _____

52

Name: _____
Title: _____

53

Name: _____
Title: _____

⁵¹ 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.

⁵² The other signatory should be in-house or outside counsel to the Borrower.

⁵³ 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.

AUTHORIZING RESOLUTION FOR BORROWER

As evidenced by my signature below, I certify that the following are correct and complete copies of the resolutions duly adopted on _____ at a meeting⁵⁴ of _____

of the _____ (“Borrower”), a _____

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:

9. 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.

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

_____ (Exact titles of authorized persons)
and each of their successors in office, any _____ of whom _____ authorized to

(1) take each of the actions listed in paragraph (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.⁵⁵

(a) to borrow money from a Federal Reserve Bank and to incur indebtedness to 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

⁵⁴ The language of this certification should be modified if the resolutions were adopted by written consent or otherwise.

⁵⁵ 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).

(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.

11. 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 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.

12. RESOLVED, that we approve and consent to be bound by the provisions of the Federal Reserve Bank of Atlanta's Operating Circular No 10, effective October 15, 2006, as amended and supplemented from time to time thereafter ("OC-10").

13. 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 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.

14. 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.

15. 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.

16. 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.

Signature of certifying official⁵⁶

Name and Title

Date

EMBASSY OF THE UNITED STATES OF AMERICA⁵⁷

[SEAL]

City, Country

On _____, _____ personally appeared before me, adequately
(Date) (Name of official signing above)
identified [himself/herself], and, after being duly sworn by me, stated that [he/she] is the
_____ of _____ whose governing body adopted the
(Title) (Official Name of Borrower)
resolutions set forth in this document and that [he/she] executed this document by authority of that governing body.

Signature of U.S. Consul

[SEAL]

⁵⁶ 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.

⁵⁷ 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 his or her jurisdiction. The seal or stamp of his or her office or the seal or stamp of the consulate or legation to which he or she is attached must be affixed as must the seal or stamp of the appropriate U.S. embassy.

OC 10 AUTHORIZATION LIST

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.

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 E-Mail Address:	Signature:	Borrow ⁵⁸	Pledge ¹

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)	State of _____) County of _____) Subscribed and sworn to before me on _____, 20 ____, by _____. _____ Notary Public ⁵⁹ (Notary Seal)
--	---

Second Authorizing Officer (must only be completed if Borrower's Authorizing Resolutions require two signatures):

Signature: _____ _____ (Printed Name and Title) _____ (Telephone) _____ (E-Mail Address)	State of _____) County of _____) Subscribed and sworn to before me on _____, 20 ____, by _____. _____ Notary Public ²⁰ (Notary Seal)
--	---

Secretary's Certification:

I, _____, Secretary (or Assistant Secretary) of the above Borrower do hereby certify that _____ is/(are) a _____ of such Borrower. Signature: _____ Printed Name & Title: _____	State of _____) County of _____) Subscribed and sworn to before me on _____, 20 ____, by _____. _____ Notary Public ²⁰ (Notary Seal)
---	---

⁵⁸ Check as appropriate. For instance, check both if authorized to pledge and to make borrowing requests on behalf of the borrower.

⁵⁹ Notary cannot be the Authorizing Officer(s) or any of the above-listed individuals authorized to borrow and/or pledge on behalf of the Borrower.

LETTER TO CORRESPONDENT CREDIT AND PAYMENT AGREEMENT

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

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.

Name of depository institution

By: _____⁶⁰
Authorized signature (1)

_____⁶¹
Authorized signature (2)

Name

Name

Title

Title

⁶⁰ 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.

⁶¹ 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.

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 Atlanta 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

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

FORM OF OPINION OF FOREIGN OUTSIDE COUNSEL

[Letterhead of the Borrower's Outside Counsel]

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

In re: _____
(Foreign bank name)

In connection with the authorization for _____ (“Borrower”), through its
(Foreign bank name)
_____, to request advances from, incur indebtedness to, and pledge
(city/cities) (branch/agency)
collateral to any Federal Reserve Bank in the United States of America, you have requested us to furnish you
with an opinion of counsel regarding the authority of the Borrower and its [city/cities] [branch/agency] to
engage in those activities under the laws of _____.⁶²
(chartering jurisdiction)

We are legal counsel to the Borrower in _____, its place of _____ and
(city, country) (incorporation or chartering or formation)
in that capacity are familiar with its affairs and the laws of _____ affecting it.
(chartering jurisdiction)

We are of the opinion that:

(1) The Borrower, a _____, including its branches and agencies in the United States of
(describe type of entity)
America, has been duly _____ and is validly existing and in good standing as a
(incorporation/chartered/formed)
_____ under the laws of _____.
(corporation) (chartering jurisdiction)

(2) Under the laws of [chartering jurisdiction], the Borrower, including its branches or agencies located in the United States of America, (i) has the [corporate] power and authority to execute and deliver the Letter of Agreement, dated ____ __, ____, to your Operating Circular No.10 (“Circular”), effective October 15, 2006, as amended and supplemented from time to time thereafter and [list other executed agreements] (together the “Lending Agreement”), and to obtain advances from, incur indebtedness to, and perform its obligation under the Lending Agreement and pledge its collateral and grant security interests in its assets to any Federal Reserve Bank, whether now owned or hereafter acquired, as collateral security for the payment or performance of any obligation of the Borrower to any Federal Reserve Bank and (ii) has duly authorized, executed and delivered the Lending Agreement.⁶³

(3) The Lending Agreement constitutes the valid and legally binding obligation of the Borrower in its entirety as a juridical entity and not merely as its branches or agencies located in the United States of America.

⁶² If the foreign Borrower principally conducts its business in a jurisdiction other than its chartering jurisdiction then the Borrower should also get an opinion of outside counsel with respect to Paragraphs 2, 3, 4, and 6 hereto for the jurisdiction in which the Borrower principally conducts its business. Each reference to the chartering jurisdiction in these paragraphs

⁶³ An opinion of counsel from a jurisdiction in which the Borrower principally conducts its business should also address whether any office of the Borrower licensed to operate in such jurisdiction can pledge its assets to secure an Obligation of the Borrower to a Reserve Bank.

FORM OF OPINION OF FOREIGN OUTSIDE COUNSEL

[Letterhead of the Borrower's Outside Counsel]

(4) Regarding the Borrower's obligations to any Federal Reserve Bank, the Borrower and its assets are entitled to _____

(List immunities which the Borrower's assets may be entitled to, including immunity from set-off, service of process, jurisdiction of any court or tribunal, attachment in aid of execution, attachment prior to the entry of a judgment, or execution upon a judgment)

in any legal proceeding in the United States of America or the country where the Borrower is chartered. The Borrower has effectively waived such immunity/immunities it is now entitled to as well as any other immunity that, in the future, it may become entitled to in such jurisdictions⁶⁴ and has effectively submitted to jurisdiction in the courts of its chartering country.

(5) The resolutions of the governing body of the Institution, dated _____, that authorize requesting advances from, incurring indebtedness to, and pledging and granting security interests in the Institution's assets to any Federal Reserve Bank, have been duly adopted.

(6) The chartering jurisdiction _____ have a system for filing or recording a security interest.

(does/does not)

The chartering jurisdiction has a system for filing or recording a security interest, and a filing or recording has been made on behalf of the Federal Reserve Banks. That filing or recording _____⁶⁵

(is not subject to renewal/must be renewed)

(7) In any action or proceeding arising out of or relating to the Lending Agreement in any court in [chartering jurisdiction], such court would give effect to the governing law provisions of the Lending Agreement which provide that the Lending Agreement shall be governed by the law of the State of _____ or Federal laws. However, if a court were to hold that the Lending Agreement is governed by, and is to be construed in accordance with the laws of _____,

(chartering jurisdiction)

enforceable against the Borrower in its entirety as a juridical entity and not merely as its branches or agencies created in the United States of America.

There are no other material issues relevant to the issues addressed by this opinion which we wish to draw to your attention.

⁶⁴ If there are any limitations on the Borrower's ability to waive any immunity, please identify and discuss those limitations.

⁶⁵ Specify how frequently the filing or recording must be renewed.

FORM OF OPINION OF UNITED STATES OUTSIDE COUNSEL

[Letterhead of the Borrower's Outside Counsel]

Date: _____

Federal Reserve Bank of Atlanta
1000 Peachtree Street NE
Atlanta, GA 30309

Attention:

In re: _____

Foreign bank

City

You have requested our opinion on certain matters in connection with the authorization for _____ ("Borrower"), through its _____ to request advances from, incur indebtedness to, and pledge and grant security interests in its assets to, any Federal Reserve Bank.

(Foreign bank's name)

(City)

(branch/agency)

We are legal counsel to the _____ of the Borrower and in that capacity are familiar with its affairs and the laws of _____ and the United States of America affecting it.⁶⁶ We have investigated those laws to the extent we believe necessary to render the opinions expressed in this letter.

(City)

(branch/agency)

(state)

We are of the opinion that:

(1) The Borrower, through its _____, is authorized to request advances from, incur indebtedness to, and pledge and grant security interests in its assets to, any Federal Reserve Bank.

(city)

(branch/agency)

(2) The Borrower and its assets are entitled to _____ in any legal proceeding brought in the United States of America. The Borrower has effectively waived such immunity/immunities it is now entitled to as well as any other immunity that, in the future, it may become entitled to and has effectively submitted to the jurisdiction of the United States courts.

(List immunities which the Borrower's assets may be entitled to, including immunity from set-off, service of process, jurisdiction of any court or tribunal, attachment in aid of execution, attachment prior to the entry of a judgment, or execution upon a judgment)

(3) The agreement of the Borrower to the terms of your Operating Circular No. 10, effective October 15, 2006, as amended from time to time, is valid and binding on the Borrower.

In rendering our opinion, we have assumed the correctness of the opinion(s) addressed to you dated _____, from _____, legal counsel to the Borrower at its _____ in _____.

(place of incorporation or chartering/principal place of business)

(Country)

⁶⁶ If the office is a Federal branch or agency, the reference to State law should be omitted. Opinions of counsel must be obtained for all branches and agencies which may seek an Advance or incur Indebtedness.