

Institution should strictly adhere to the language of this form

Institution's Legal Name

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

FORM OF AUTHORIZING RESOLUTIONS FOR BORROWERS

As evidenced by my signature below, I certify that the following are correct and complete copies of the resolutions duly adopted on \_\_\_\_\_ at a meeting<sup>1</sup> 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:

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

Titles of Authorized Person(s) should be displayed here

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

(Exact titles of authorized persons)

(one/two)

(is/are)

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

If 2 Authorized persons are required here, both must sign all agreements.

- to borrow money from a Federal Reserve Bank on the terms and security that such Federal Reserve Bank requires;
  - 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;
  - 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;
  - 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
  - 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.
- 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

<sup>1</sup> The language of this certification should be modified if the resolutions were adopted by written consent or otherwise.

<sup>2</sup> If certain persons are authorized to undertake only some of these activities, e.g., to borrow, but not to pledge on behalf of the Borrower, this resolution should be split to so specifically identify who is authorized to undertake which activit(y)(ies).

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my name.

\_\_\_\_\_  
Signature of certifying official<sup>3</sup>

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**Signature must be that of the Secretary or Assistant or Corporate Secretary OR a Certifying Official as long as they are NOT listed in Paragraph 2 of this Resolution. (Bylaws may be requested to confirm Certifying Official authority).**

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

**Please Adhere to the Footnote below**

<sup>3</sup> 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.

This form should not predate the Authorizing Resolution for Borrowers.

Must be on Institution's Letterhead.

**FORM OF LETTER OF AGREEMENT**  
[Letterhead of the Borrower]

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

Federal Reserve Bank of **Richmond**  
**P.O. Box 27622**  
**Richmond, VA 23261**

Attention: **Federal Reserve Discount Window**

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

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

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

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

Bank Name here

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

**Full Legal Name** of Borrower

By: \_\_\_\_\_<sup>2</sup>  
Authorized signature(s)

\_\_\_\_\_  
Name(s)

\_\_\_\_\_  
Title(s)

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

**Please adhere to the Footnotes below.**

<sup>1</sup> 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.

<sup>2</sup> 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.

Should reflect  
Page 1 of X

# OFFICIAL OC-10 AUTHORIZATION LIST

Circle **Yes or No**; see  
note in Yellow

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: <b>Insert Date Here</b>
Street Address:	Telephone:

Phone  
number  
must be  
provided

**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 <sup>1</sup>	Pledge <sup>1</sup>
(Must provide Name and Title)	(Must provide Phone and Email)		<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>

Must  
check  
one or  
both  
boxes  
for  
each  
person  
noted.

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

Signature: _____	State of _____
(Printed Name and Title)	County of _____
(Telephone)	Subscribed and sworn to before me on _____,
(E-Mail Address)	20__ , by _____
	(Authorizing Officer's Printed Name)
	Notary Public
	Seal or Stamp & Notary Date must be provided here
	Notary's name goes here.
	(Notary Seal)
	My commission expires:

Person noted as  
Authorizing  
Officer **must** be  
in Paragraph 2  
of the  
Authorizing  
Resolution for  
Borrowers.

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

Signature: _____	State of _____
(Printed Name and Title)	County of _____
(Telephone)	Subscribed and sworn to before me on _____,
(E-Mail Address)	20__ , by _____
	(Authorizing Officer's Printed Name)
	Notary Public
	Seal or Stamp & Notary Date must be provided
	Notary's name goes here.
	(Notary Seal)
	My commission expires:

For **Second**  
Authorized  
Person as  
indicated in  
Paragraph 2 of  
the Authorizing  
Resolution for  
Borrowers.

Must submit a New OC-10 to Add, Remove or  
Change information for anyone listed.

Authorizing Person(s) as noted above should be listed here (1 or 2 as noted in #2 on the Authorizing Resolution for Borrowers).

Secretary's Certification:

I, \_\_\_\_\_, Secretary (or Assistant Secretary) of the above Borrower do hereby certify that

\_\_\_\_\_ is/(are) a  
**(Authorizing Officer's Name(s))**  
\_\_\_\_\_ of such Borrower.

**(Title(s) Of Authorizing Officer(s))**

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

State of \_\_\_\_\_  
) County of \_\_\_\_\_)

Subscribed and sworn to before me on \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_.

(Secretary's (or Assistant Secretary's) Printed Name)

\_\_\_\_\_  
Notary Public

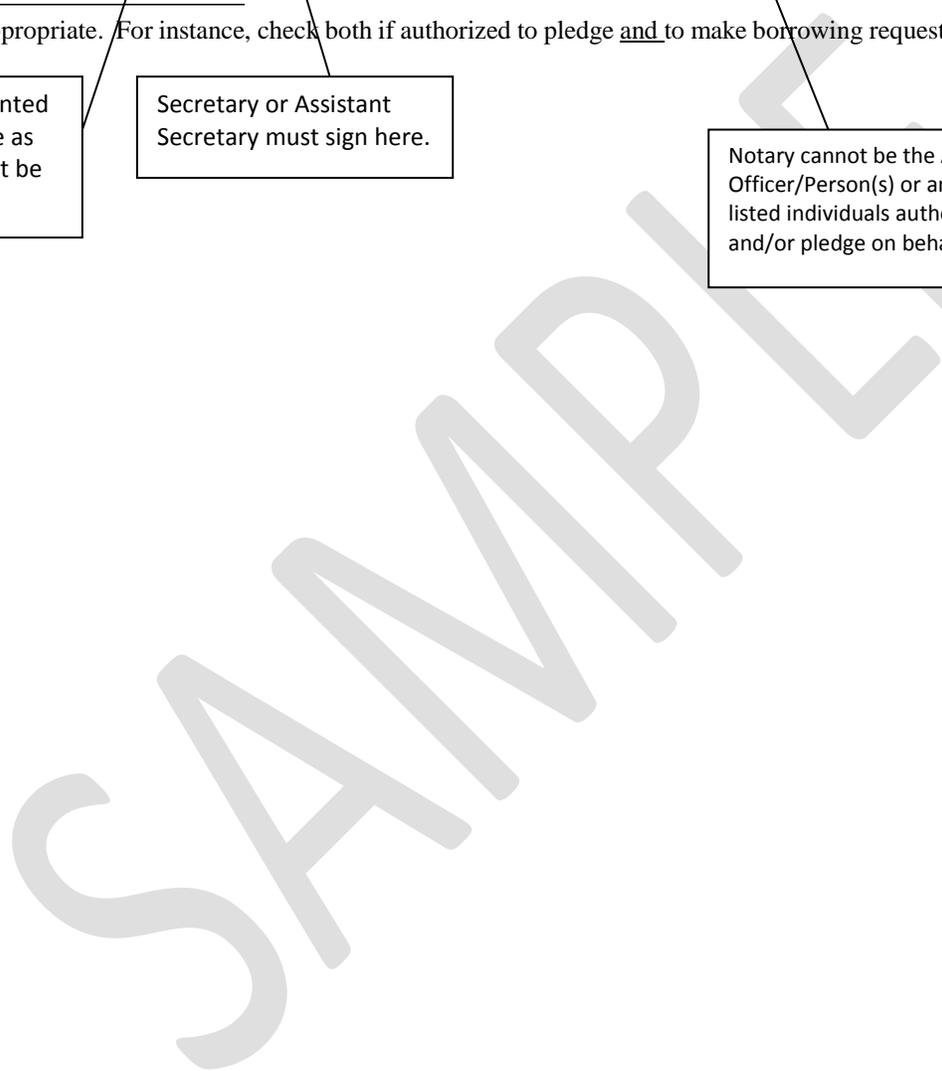
(Notary Seal)  
My commission expires:

<sup>1</sup> Check as appropriate. For instance, check both if authorized to pledge and to make borrowing requests on behalf of the borrower.

Secretary's printed Name and title as **Secretary** must be denoted here.

Secretary or Assistant Secretary must sign here.

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



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

This form is completed by  
the Institution; second  
page completed by the  
Correspondent.

**Insert Letterhead of Depository Institution**

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

Date must not predate the Authorizing Resolution for Borrowers

Federal Reserve Bank of Richmond  
P.O. Box 27622  
Richmond, VA 23261

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.

Correspondent Bank's Legal Name

\_\_\_\_\_  
Name of depository institution

Legal Name of Institution submitting request

By: \_\_\_\_\_  
Authorized signature

Signature of Authorizing Officer as noted in Paragraph 2 of the Authorizing Resolution for Borrowers.

\_\_\_\_\_  
Name

Printed Name of Authorizing Officer and Title

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Authorized signature

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

<sup>1</sup> 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.  
<sup>2</sup> Second signatory, if necessary, should be someone authorized to sign documents on behalf of the Borrower as provided in the Authorizing Resolutions for Borrowers required by OC-10.



**SCHEDULE A  
To Letter of Agreement**

**FORM OF CERTIFICATE<sup>1</sup>**

**Legal Counsel**  
Title must be displayed here

Titles for Authorizing Officer(s) or Person(s) - 1 or 2 as listed in Paragraph 2 of the Resolution for Authorized Borrowers.

The undersigned, the \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_  
(Title) (Title) (Title)  
\_\_\_\_\_ of \_\_\_\_\_  
(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 here must match the actual Letter of Agreement.

(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 is<sup>2</sup>:
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\_\_\_\_.

Signature, Name and Title of one (or two) as required in Paragraph 2 of the *Authorizing Resolution for Borrowers*.

\_\_\_\_\_  
Name: \_\_\_\_\_<sup>3</sup>  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_<sup>4</sup>  
Title: \_\_\_\_\_

Signature of **Legal Counsel** as denoted in Footnote 4 below.

**Please adhere to all footnotes below.**

<sup>1</sup> 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.  
<sup>2</sup> 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.  
<sup>3</sup> 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.  
<sup>4</sup> The other signatory should be in-house or outside counsel to the Borrower.