



## CORPORATE CERTIFICATE OF AUTHORITY

Member Name: \_\_\_\_\_ (“Corporation”)

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### *MASTER TRANSACTIONS AGREEMENT*

**RESOLVED**, that the Board of Directors of this Corporation hereby authorizes, empowers, and directs the President, any Vice President, or the Treasurer to execute, deliver, or acknowledge, as applicable, the Master Transactions Agreement and all amendments, restatements, or other modifications thereto.

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### *ADVANCES AND COLLATERAL*

**RESOLVED**, that the Board of Directors of this Corporation hereby authorizes, empowers, and directs each person shown on signature cards submitted to Federal Home Loan Bank of Dallas (the "Bank") from time to time (each such person an “Authorized Individual” and collectively, the “Authorized Individuals”) to apply for and to request loans, advances, interest rate swaps, letters of credit or other credit related products or services from the Bank (collectively “Advances”) and to execute, deliver, or acknowledge, as applicable, all agreements, documents, instruments, and certificates necessary to apply for, request, and obtain Advances from time to time and, if required by Bank, to execute and deliver a note or notes or other documents or instruments evidencing such Advances.

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby authorizes, empowers, and directs each Authorized Individual to execute, deliver, or acknowledge, as applicable, all agreements, documents, instruments, and certificates necessary to pledge, grant a security interest in favor of the Bank, or otherwise encumber, to assign to the Bank, and to deliver or otherwise furnish to the Bank certain property of this Corporation as may be required from time to time.

**RESOLVED FURTHER**, that the Board of Directors of this Corporation hereby authorizes, empowers, and directs each Authorized Individual to execute, deliver, or acknowledge, as applicable, such other agreements, documents, instruments, and certificates and to do all things necessary in connection with all of the aforementioned matters as may be required.

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### *DEPOSITS*

**RESOLVED**, that the Board of Directors of this Corporation hereby designates the Bank as a depository institution for this Corporation with authority to accept or receive at any time for the credit of this Corporation deposits of funds and other property, including, without limitation, securities in whatever form

or manner transferred or endorsed, by whomsoever made; and that each Authorized Individual is hereby authorized to open or cause to be opened one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require and to make any other agreements deemed advisable in regard to any of the foregoing.

**RESOLVED FURTHER**, that checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or property of this Corporation on deposit with the Bank shall be binding on this Corporation when signed, manually or by use of a facsimile or mechanical signature, regardless of by whom or by what means the actual or purported facsimile or mechanical signature or signatures may have been placed thereon, or otherwise authorized, by any Authorized Individual.

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### ***WIRE TRANSFERS***

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**RESOLVED**, that that the Board of Directors of this Corporation hereby authorizes, empowers, and directs each Authorized Individual to provide the Bank with written, telephonic, electronic or oral instructions, complying with such rules and regulations relating to such authorization as the Bank may communicate to this Corporation from time to time, authorizing the payment, transfer or withdrawal of funds of this Corporation on deposit with the Bank (or otherwise transferable by the Bank), by wire or otherwise, without any written order for the payment of money being issued with respect to such transfer, and, furthermore, each Authorized Individual for and on behalf of this Corporation, is hereby authorized, empowered, and directed to enter into such agreements with the Bank with respect to any such transfers as such Authorized Individual in his or her sole discretion deems advisable.

If any such payment, transfer or withdrawal authorization requires communication to the Bank by the requester of a code, and such code is communicated, any such payment, transfer or withdrawal so affected shall be binding on this Corporation regardless of who communicates the request.

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### ***SAFEKEEPING SERVICES***

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**RESOLVED**, that each Authorized Individual is hereby authorized, empowered, and directed, on behalf of this Corporation, to transact any and all safekeeping business with and through the Bank which such person(s) may at any time deem to be advisable, and, in reference to any such business, to make any and all agreements and to execute and deliver to the Bank any and all agreements, documents, instruments, and certificates which such person may deem to be necessary or desirable.

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### ***FURTHER PROVISIONS***

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**RESOLVED FURTHER**, that the Secretary, Assistant Secretary, Cashier, or Assistant Cashier shall certify to the Bank the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the Authorized Individuals and the Secretary, Assistant Secretary, Cashier, or Assistant Cashier shall from time to time hereafter, upon a change in any facts so certified, immediately certify to the Bank the names and signatures (actual or facsimile) of the officers or persons then authorized to sign or to act; the Bank shall be fully protected in relying on such certificates and on the obligation of the Secretary, Assistant Secretary, Cashier, or Assistant Cashier to immediately certify to the Bank any changes in the facts so certified, and the Bank shall be indemnified and saved harmless by this Corporation from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such

signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

**RESOLVED FURTHER**, that these resolutions shall continue in force until express written notice of their rescission or modification has been furnished to and received by the Bank.

**RESOLVED FURTHER**, that any and all transactions by or in behalf of this Corporation with the Bank prior to the adoption of this resolution (whether involving deposits, withdrawals or otherwise) be and the same hereby are in all respects ratified, approved, and confirmed.

The undersigned hereby certify that the Board of Directors of the Corporation has, and at the time of adoption of said resolutions had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers therein granted to the persons named, and that such persons have full power and authority to exercise the same, and such resolutions have not been amended, rescinded, or otherwise modified and are still in full force and effect.

To be executed by any or all of the following:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Assistant Secretary

\_\_\_\_\_  
Cashier

\_\_\_\_\_  
Assistant Cashier

Attest by One Other Officer  
  
\_\_\_\_\_

Date:  
  
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