



## DEPOSIT ACCOUNT AND SERVICES RESOLUTION AND AUTHORIZATION FOR BUSINESS ENTITIES

Legal Entity or Sole Proprietor Name UVALDE CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "Company")

Doing Business As (DBA) / Assumed Name / Trading-As Name (if applicable) \_\_\_\_\_

### Business Entity Type (Check one):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Corporation (profit or non-profit) | <input type="checkbox"/> Partnership                             | <input type="checkbox"/> Limited Liability Partnership       |
| <input type="checkbox"/> Unincorporated Association         | <input type="checkbox"/> Sole Proprietorship                     | <input type="checkbox"/> Limited Partnership                 |
| <input type="checkbox"/> Limited Liability Company          | <input type="checkbox"/> Professional Corporation or Association | <input checked="" type="checkbox"/> Other: <u>GOVERNMENT</u> |

The undersigned hereby certifies that (a) I am the SUPERINTENDENT of the above named Company, (b) I am an authorized officer of this Company holding the title as set under my signature below, to certify and deliver these resolutions contained herein (the "Resolutions") to Capital One, N.A. (the "Bank") on behalf of this Company, which is duly organized and existing under the laws of the State of TEXAS, (c) the information set forth above regarding this Company is true, accurate, and complete, (d) the following is a true and correct copy of the "Resolutions duly adopted or agreed to by this Company in accordance with applicable law and this Company's governing instruments and agreements, as applicable, and (e) the Resolutions have been entered upon the minute books of this Company, have not been modified or rescinded and are in full force and effect as of 6/18/2025 (the "Effective Date").

### RESOLUTIONS

#### I. Depository Services

BE IT RESOLVED, the Bank is designated a depository in which the funds of this Company may be deposited, and that any Authorized Officer of Company (listed and defined in Section VI of these Resolutions or a subsequent resolution provided by Company) is an authorized signer on behalf of Company and are hereby authorized to open and maintain deposit accounts with the Bank (each, an "Account") and endorse, in the name of this Company, for the purpose of deposit and collection in and with the Bank, checks, drafts, notes and other like obligations ("Negotiable Instruments"). This Banking Resolution will apply to all accounts that the Company maintains with Capital One, N.A. Any Account shall be governed by and subject to the Bank's Rules Governing Deposit Accounts and Electronic Funds Transfer Agreement ("Account Agreement") by and between Company and the Bank, and any other rules, regulations, conditions, limitations and agreements contained in any New Account Information Card. All such Negotiable Instruments deposited and all prior endorsements are guaranteed by this Company whether or not an express guaranty is incorporated in such endorsements any Authorized Officer is also authorized to waive presentment, demand, protest and/or notice of dishonor of protest and to give instructions in regard to the handling or delivery of any negotiable or non-negotiable papers or documents involved in any of said transactions.

BE IT FURTHER RESOLVED, that any one of the Authorized Officers may be an authorized signer on any Account and may further delegate others as authorized signers or remove such delegated authorized signer(s) for the purposes of any Account, (including, without limitation, by use of a facsimile signature for any such person for whom a facsimile signature is affixed), including orders or directions in informal or letter form, against any funds or Accounts at any time standing to the credit of this Company with the Bank. Any Authorized Officer may further delegate authorized representatives to exercise the powers provided above on behalf of Company.

#### II. Treasury Management Services

BE IT RESOLVED that any of the Authorized Officers may enter into the Bank's Treasury Management Terms and Conditions Agreement and any related agreements and Operational Instructions (collectively, the "Treasury Agreement") and use the services offered by Bank under the Treasury Agreement and as otherwise agreed by Company (the "Services") and any one of the Authorized Officers of Company is authorized to issue written, facsimile, telephonic, electronic or oral instructions with respect to the Services, including the transfer of funds of this Company 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, for and on behalf of this Company, to enter into such agreements with the Bank with respect thereto as such person(s) deem(s) advisable.

BE IT FURTHER RESOLVED, that any of the Authorized Officers are authorized to delegate their authority to others at Company to administer Company's use of any of the Services (each, an "Administrator"), including establishing limits and authorities of authorized users or additional Administrators of Company for the use of the Services, including, but not limited to, the authorized amount for the origination or approval of electronic funds transfers or as otherwise allowed under the Treasury Agreement. Such delegation may be in a form and format reasonably required by Bank and executed by the Authorized Officer or the appropriate Administrator.

### **III. Corporate Credit Card Services**

BE IT RESOLVED, all Authorized Officers have the authority to apply for credit, borrow and pledge collateral on behalf of the Company in connection with Company's desire to apply to Bank to establish one or more Business, Corporate and Purchasing and/or Virtual Card Accounts (each a "Company Account") for the Company and for the Bank to issue one or more Credit Cards (each a "Card") to any employee or other individual as authorized (each of whom will be a "Cardholder") and/or issue a Virtual Account number (an "Account Number") for use under the Company's credit card Company Account pursuant to the Bank's terms and conditions contained in the Card Application(s) and accompanying Commercial Credit Card Agreement, and that each Authorized Officer (acting individually) has authority to enter into additional agreements, provide information to the Bank and take any further action necessary or desirable to the end expressed above.

BE IT FURTHER RESOLVED, that the Cardholders are authorized to charge on the Company Account any travel, entertainment, accounts payable and other purchases that are related to carrying out the business of the Company and permitted under the terms of the terms of the Commercial Credit Card Agreement and that the Authorized Officer and/or another designated corporate officer of the Company is directed to monitor said account and pay such proper charges as they fall due.

### **IV. Electronic Signature and Records**

BE IT RESOLVED, Company acknowledges and agrees that Company and the Bank may use electronic records and signatures to receive, present, deliver or execute any document, and all documents contemplated or utilized in furtherance of these Resolutions. Any document or electronic record which is signed using an electronic signature shall be deemed to have the same effect as a paper document manually signed, and printed copies of documents which were created and/or executed using electronic records and electronic signatures will be treated to the same extent and under the same conditions as other original documents created and maintained in physical form.

BE IT FURTHER RESOLVED, that the Bank may accept and rely on this or any other resolution and all documents received from any Authorized Officer, authorized signer, or other individual so authorized by the Company, whether made in documentary form or using electronic records and electronic signatures. The Bank may rely on any electronic signature in any document that appears on its face to be, or identifies itself as, the signature of the authorized signer. Bank has no obligation to verify whether an electronic signature for any authorized signer in any document matches any specimen signature held by the Bank or on any Signature Card, or otherwise verify in any way that the document was actually executed by the authorized signer.

### **V. Agreement Authorization**

BE IT RESOLVED that:

A. All of the foregoing Resolutions shall continue in force until revoked or modified by written notice actually received by the Bank and setting forth a certified resolution duly adopted by this Company and signed by one purporting to hold the appropriate position of authority; provided, however, that any such notice shall not be applicable with regard to any Negotiable Instruments received or transactions originated prior to the actual receipt of such notice or dated on or prior to the actual receipt of such notice, but presented to the Bank after receipt of such notice, and the Bank is authorized to rely upon the last communication received by it, so authenticated, as to: any resolution of this Company, the persons who may be officers or signatories of this Company (including their respective specimen signatures) and/or any other matters of this Company, and the Bank shall be held harmless in such reliance, even though such resolution may have been changed or rescinded;

B. This Company agrees to indemnify the Bank and save it free and harmless from any and all claims, demands, expenses (including reasonable attorneys' and paralegals' fees and court costs), losses or damages it may suffer resulting from or growing out of or in connection with any act taken by the Bank as a result of, or its failure to act under any or all the foregoing Resolutions (including its failure not to conform in all respects to the authorizations specified hereunder); as well as resulting from or growing

out of acceptance by the Bank of a request to transfer funds from any individual(s) named or listed herein or from the refusal by the Bank to honor any request received which does not in all respects conform to the authorization specified hereunder with respect to the individual(s) making such request;

C. The acts and doings of any of the Authorized Officers shall at all times receive full and faithful credit without the necessity of inquiry by the Bank or other persons relying upon the same as to any circumstances attending the same, and that the acts and doings of any of the Authorized Officers with the Bank, and all agreements, written or oral, and any and all instruments of any and every kind, nature or description whatsoever heretofore or hereafter made, executed and delivered by Company to the Bank, are hereby fully ratified, approved, adopted and confirmed and declared to be and represent binding obligations of this Company in accordance with the respective terms and provisions thereof;

D. If this Company is a partnership, limited liability company, or trust, these Resolutions do not affect the authority of any general partner, manager (member or non-member) or trustee (as applicable) of this Company to act on its behalf in all respects as contemplated in these Resolutions, whether or not identified herein;

E. The Company agrees to be bound by the Bank's Rules Governing Deposit Accounts and any and all agreements entered into by the Authorized Officers, the rules and regulations of the Bank, governmental regulations, industry association rules (including local clearing house rules) and general practices of the Bank which, from time to time, govern the account(s) of the Company;

F. All prior actions taken and transactions effected, consistent with these Resolutions, are hereby ratified, approved and confirmed by, and binding upon, this Company.

#### **VI. Authorized Officers**

BE IT RESOLVED, the following named persons are the officers of the Company (or general partners, if applicable), duly qualified and now acting as "Authorized Officers" of the Company:

Name of Authorized Officers	Title of Authorized Officers
<b>ASHLEY CHOHLIS</b>	<b>SUPERINTENDENT</b>
<b>LAURA PEREZ</b>	<b>VICE PRESIDENT</b>
<b>JJ SUAREZ</b>	<b>AUTHORIZED SIGNER</b>
<b>PAMELA BENDELE</b>	<b>CFO</b>

BE IT FURTHER RESOLVED, that any Authorized Officer of this Company is hereby authorized to act for and on behalf of this Company to direct the Bank in writing to delete from or add to the person(s)/officer(s)/representative(s) herein designated to act on behalf of this Company with respect to any matter set forth in any other Section hereof.

IN WITNESS WHEREOF, I have subscribed my name to this document as of the Effective Date.

  
\_\_\_\_\_  
Signature

ASHLEY CHOHLIS  
\_\_\_\_\_  
Print Name

SUPERINTENDENT  
\_\_\_\_\_  
Title