

# **Application & Banking Services Resolution**

(Including Deposit, Cash Management, and Remittance Processing)

Important Applicant Information: Federal law requires financial institutions to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Company Information		Type of Organization:	LLP	LLC	Corporation
Company/Association/Property (the "Company") Compa	any Tax ID Number	_	Part Part	nership	Sole Proprietor
Management Agent (if applicable) (the "Management Agent")	Building ID				

#### **Resolution and Authorization**

I, the undersigned, hereby certify to National Cooperative Bank, N.A. ("Bank") that I am the Secretary and designated keeper of the records and minutes of the Company identified above; I have full authority to make representations set forth in these Resolutions on behalf of the Company; and that the following is a true and correct copy of Resolutions duly adopted on \_\_\_\_\_\_, 20\_\_\_, by the Board of Directors through a meeting, through written consent, or through other action authorized by the governing documents of the Company, and that such Resolutions are in full force and effect and have not been amended or rescinded:

**Resolved**, that National Cooperative Bank, N.A. (the "Bank") be and hereby is designated as a depository of the Company, with the authority to accept or receive at any time for the credit of this Company deposits by whomsoever made of funds and other property in whatever form or manner transferred or endorsed; and that any officer of the Company be and hereby is 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 hereinafter 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 other property of the Company on deposit with the Bank shall be binding on the Company when signed, manually or by use of a facsimile or other electronic or mechanical signature, or otherwise authorized by any one of the persons designated below (each an "Authorized Person") and any other Authorized Person as identified herein or as may be identified from time to time as provided herein.

**Resolved Further**, that any **two** Authorized Persons who are also officers of the Company shall, acting together, have the authority to name additional Authorized Persons or remove any named Authorized Persons on such forms and in such manner as may be determined by Bank.

Name	Title	Signature
Phone Number	Year of Birth (yyyy)	Last 4 Digits of SSN
Name	Title	Signature
Phone Number	Year of Birth (yyyy)	Last 4 Digits of SSN
Name	Title	Signature
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#### Resolution and Authorization (Cont'd)

**Resolved Further**, that the Bank is hereby authorized to pay and charge to the accounts of the Company any such checks, drafts or other items or orders so signed or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for the application or which are actually applied to the payment of the indebtedness owing to the Bank for the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals. In particular, and without limitation, such persons may authorize payment, transfer, or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations relating to such authorization as the Bank may communicate to the Company from time to time.

**Resolved Further**, that any Authorized Person is hereby authorized, on behalf of this Company and in its name, to execute and deliver whatever agreements, terms and conditions or other documents, and to thereby bind the Company to any and all agreements with Bank relating to the Company's accounts, banking services or other banking needs, including without limitation a Master Agreement and any terms and conditions relating to Remittance Processing, the Treasury 24/7 Internet Banking Platform, the ACH Services, Wire Transfer Services, and such other banking agreements deemed appropriate by such Authorized Person executing such agreement (collectively, the "Agreements").

### INITIAL HERE IF THE FOLLOWING PARAGRAPH <u>DOES</u> APPLY, SUCH THAT THE MANAGEMENT AGENT <u>WILL</u> HAVE FULL ACCESS AND RIGHTS TO YOUR ACCOUNTS

**Resolved Further,** that without limiting the foregoing, the Management Agent be and is hereby appointed as an additional "Authorized Person" for purposes of all resolutions set forth herein. Without limiting the foregoing, Bank is entitled to rely on any signature or action of Management Agent with respect to all depository and cash management, treasury management and remittance processing services, including but not limited to selecting deposit and other services for the benefit of the Company, appointing agents to act in the delivery of such services, and signing additional documentation necessary to implement such services. Without limiting the foregoing, the Management Agent is hereby authorized to initiate wire transfers, ACH transfers and any other electronic or paper transfers to or from the accounts of the Company at the Bank. In any case where this Resolution or other agreement or instrument requires signature or other action by two Authorized Persons, two employees or agents of Management Agent shall be deemed to qualify as two such Authorized Persons.

**Resolved Further**, that in all matters relative to Bank's Internet Banking Platform (Treasury 24/7 or any successor), the Management Agent shall be the Administrator and is hereby authorized to act on the Company's behalf, including but not limited to the right to: (a) establish or add additional authorized users on the Company's behalf; (b) terminate or cancel any/all existing authorized users; (c) change the Company's account(s) associated with authorized users; (d) change the activity level of an account associated with any authorized person.

**Resolved Further**, that this authorization supersedes any resolution, signature card or other document currently on file with Bank that limits authority over any specific account or over Company's accounts with Bank. This authorization shall remain in force and effect notwithstanding any subsequent change in such specific or general account resolution, signature card or related documentation. Any notice of a termination or change with respect to the identity of an Authorized Person or the authority of any person hereunder must specifically describe the termination or change requested and be in a form provided or otherwise agreeable to Bank and that receipt of such notice shall not affect any action taken by Bank prior thereto or for such a reasonable time thereafter as may be needed for Bank to act on such notice.

**Resolved Further,** that all acts, either now, hereafter or previously performed, by the officers, partners, agents and employees of Company to effect the above resolutions are hereby approved, authorized, ratified and confirmed.

The undersigned further certifies the Articles of Incorporation/Organization/LLC Agreement and or Declaration either attached hereto or previously provided to Bank by the Company or Management Agent is a true and correct copy of such document is or are in full force and effect without any amendment or modification not otherwise provided at the same time.

Under penalty of perjury, the undersigned certifies that (i) the taxpayer identification number shown above is correct and (ii) undersigned is not subject to backup withholding because:

- (a) the undersigned is exempt from backup withholding, or
- (b) the undersigned has not been notified by the Internal Revenue Service that it is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified the undersigned that it is no longer subject to backup withholding.

In Witness Whereof, and intending to bind the Company, I have hereunto subscribed my name as of the date set forth below.

	Name	Title	Email	Date	Signature