

## CORPORATE RESOLUTIONS

I, the undersigned Secretary, hereby certify to DIRECTORS CHOICE CREDIT UNION, that at a meeting of the Board of Directors of \_\_\_\_\_ (“Corporation”), a corporation organized and existing under the laws of the state of \_\_\_\_\_, duly called and duly held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the following Resolutions were duly adopted, and that the said Resolutions have been entered upon the regular minute books of the Corporation, are in accordance with the Bylaws and are now in full force and effect.

### RESOLVED:

1. The Officers of Corporation, or any one or more of them, are hereby authorized to open a the Credit Union account or accounts from time to time with DIRECTORS CHOICE CREDIT UNION and its subsidiaries and affiliates (each being hereinafter referred to as “the Credit Union”) for and in the name of Corporation with such title or titles as he/she or they may designate.

2. The \_\_\_\_\_  
(Indicate by Title all person(s) authorized, e.g., President, Treasurer, etc.)

of Corporation, signing \_\_\_\_\_  
(For purposes of signing items, indicate e.g., singly, any two, etc.)

and their successors and any other person hereinafter authorized by any means to sign on behalf of Corporation (“Authorized Person(s)”) are hereby authorized to sign, by hand or by facsimile (including, but not limited to, computer generated) signature(s), checks, drafts, notes, acceptances and other instruments (hereinafter each collectively referred to as “Item(s)”). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House (“ACH”) debits without a signature; (2) initiate payments by use of Depository Transfer Checks (“DTC”) without a signature other than the name of Corporation printed on the DTC; or (3) give instructions, by means other than the signing of an Item, with respect to any account transaction, including, but not limited to, the payment, transfer or withdrawal of funds by wire, computer or other electronic means, or otherwise, or of money, credits, items or property at any time held by the Credit Union for account of Corporation (“Instructions”).

3. The Credit Union is hereby authorized to honor and pay Items, whether signed by hand or by facsimile (including, but not limited to, computer generated) signature(s). In the case of facsimile signature(s), the Credit Union is authorized to pay any Item if the signature, regardless of how or by whom affixed, and whether or not the form of signature used on such Item was actually prepared by or for Corporation, resembles the specimens filed with the Credit Union by Corporation. The Credit Union is further authorized to honor and pay DTCs, ACHs, Instructions, and other orders given singly by any Authorized Person, including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or other Officer or employee individually, without inquiry as to the circumstances of the issuance or the disposition of the proceeds thereof and without limit as to amount.

4. The Credit Union is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, Items endorsed by any person or by stamp or other impression in the name of Corporation without inquiry as to the circumstances of the endorsement or the lack of endorsement or the disposition of the proceeds.

5. That any one of the Authorized Person(s) of Corporation are hereby authorized to secure from the Credit Union one or more Business Banking Card(s) (the "Card(s)") on behalf of Corporation which may be used by any cardholder named by such Authorized Person(s) to initiate electronic fund transactions as described in the Business Banking Card agreement (the "Agreement") with respect to any and all such accounts of Corporation as Corporation or such Authorized Person(s) may designate, including without limitation, transfers from business credit line accounts. Such Authorized Person(s) be, and each of them hereby is, further authorized to execute and deliver in the name and on behalf of this Corporation an Agreement and supporting documentation governing the issuance and use of such Cards with such changes, if any, as the Authorized Person(s) executing the same shall approve, and to otherwise conduct any business whatsoever relative to the account(s) and Cards as may be necessary or advisable in order to carry out the full intent and purposes of said Agreement and of these resolutions.

\_\_\_\_\_  
Not Applicable

(Indicate account numbers to be accessed by Card)

6. The \_\_\_\_\_  
Not Applicable

(Indicate by Title all person(s) authorized e.g., President, Treasurer, etc.)

of Corporation, and each of them, and their successors in office, and any other person hereafter authorized on behalf of Corporation to possess a Card ACTING ALONE, may exercise all of the rights and privileges of Corporation with regard to any account linked to the Card.

7. The \_\_\_\_\_

(Indicate by Title all person(s) authorized to effect Loans, Advances, etc. e.g., President, Vice President, Treasurer, etc.)

of Corporation, signing \_\_\_\_\_

(Indicate how Notes, etc. are to be signed e.g. singly, any two, etc.)

are hereby authorized to effect loans and advances and obtain credit at any time for Corporation from the Credit Union (and guarantee on behalf of Corporation the obligations of others to the Credit Union), secured or unsecured, and for such loans and advances and credit and guarantees to make, execute and deliver promissory notes and other written obligations or evidence of indebtedness of Corporation, applications for letters of credit, instruments of guarantee and indemnity and any agreements or undertakings, general or specific, with respect to any of the foregoing, and as security for the payment of loans, advances, indebtedness, guarantees and liabilities of, or credit given to, Corporation or others to pledge, hypothecate, mortgage, assign, transfer, grant liens and security interests in, give rights with respect to, endorse and deliver property of any description, real or personal, and any interest therein and evidence of any thereof at any time held by Corporation, and to execute mortgages, deeds of trust, security agreements, instruments of transfer, assignment or pledge, powers of attorney and other agreements or instruments which may be necessary or desirable in connection therewith; and also to sell to, or discount with, the Credit Union, commercial paper, bills receivable, accounts receivable, stocks, bonds or any other securities or property at any time held by Corporation, and to that end to endorse, assign, transfer and deliver the same; to execute and deliver instruments or agreements of subordination and assignment satisfactory to the Credit Union and also to give any orders or consents for the delivery, sale, exchange or other disposition of any property or interest therein or evidence thereof belonging to Corporation and at any time in the hands of the Credit Union, whether as collateral or otherwise; and to execute and deliver such other agreements, instruments and documents and to do such other acts and things as may be necessary or desirable or required by the Credit Union in connection with any of the foregoing and the Credit Union is hereby authorized to honor, accept and execute any of the transactions described above.

8. All loans, discounts and advances heretofore obtained on behalf of Corporation and all notes and other obligations or evidences thereof of Corporation held by the Credit Union are hereby approved, ratified, and confirmed.

9. Corporation does hereby give to the Credit Union a continuing lien for the amount of any and all liabilities and obligations of Corporation to the Credit Union and claims of every nature and description of the Credit Union against Corporation, whether now existing or hereafter incurred, originally contracted with the Credit Union and/or with another or others and now or hereafter owing to or acquired in any manner by the Credit Union, whether contracted by Corporation alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured upon any and all moneys, securities and any and all other property of Corporation and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from the Credit Union, its correspondents or agents from or for Corporation, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of the Credit Union in any way.

10. In case of conflicting claims or disputes, or doubt on the Credit Union's part as to the validity, extent, modification, revocation or exercise of any of the authorities herein contained the Credit Union may but need not recognize nor give any effect to any notice from any Officer, or from any other person, purporting to cancel, restrict or change any of said authorities, or the exercise thereof, unless the Credit Union is required to do so by the judgment, decree or order of a court having jurisdiction of the subject matter and of the parties to such conflicting claims or disputes.

11. Corporation agrees to be bound by the Terms and Conditions for Business Accounts and Services, currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt instrument, document or other agreements, such as, but not limited to, funds transfer agreements, delivered or made available to Corporation from the Credit Union and by all notices posted at the office of the Credit Union at which the account of Corporation is maintained, in each case with the same effect as if each and every term thereof were set forth in full herein and made a part hereof.

12. The Officers of Corporation or any one or more of them are hereby authorized to act for Corporation in all other matters and transactions relating to any of its business with the Credit Union including, but not limited to, the execution and delivery of any agreements or contracts necessary to effect the foregoing Resolutions.

13. The Credit Union is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring any of these Resolutions.

14. Subject to paragraph 10 above, each of the foregoing Resolutions and the authority thereby conferred shall remain in full force and effect until written notice of revocation or modification by presentation of new Corporate Resolutions and signature cards shall be received by the Credit Union; provided that such notice shall not be effective with respect to any revocation or modification of said authorities until the Credit Union shall have had a reasonable opportunity to act thereon following receipt of such notice or with respect to any checks or other instruments for the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to the Credit Union after the receipt of such notice. The Secretary or any Assistant Secretary or any other Officer of Corporation is hereby authorized and directed to certify, under the seal of Corporation or not, but with like effect in the latter case, to the Credit Union the foregoing Resolutions, the name of the Officers and other representatives of Corporation, any changes from time to time in the said Officers and representatives and specimens of their respective signatures. The Credit Union may conclusively assume that persons at any time certified to it to be Officers or other representatives of Corporation continue as such until receipt by the Credit Union of written notice to the contrary.

I FURTHER CERTIFY that the persons herein designated as Officers of Corporation have been duly elected to and now hold the offices in Corporation set opposite their respective names, and that the following are the authentic, official signatures of the said respective Officers and of the named signatories who are not Corporate Officers, to wit:

<u>Name (Typewritten or Printed)</u>	<u>Office</u>	<u>Signature</u>
_____	President	_____
_____	Vice President	_____
_____	Secretary	_____
_____	Treasurer	_____
_____		_____

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary and affixed the seal of the said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

● Attest (Second Officer)

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

AFFIX  
 (CORPORATE SEAL)  
 HERE

● Note: In case the Secretary is authorized to sign by the above Resolutions, this certificate should be attested by a second Officer of Corporation.