



1916 Black River Blvd.  
Rome, NY 13440  
(315) 356-3000

## AUTHORIZATION DESIGNATION

BUSINESS/ORGANIZATION NAME	MEMBER/ACCOUNT NUMBER
LOCATION OF PRINCIPAL OFFICE	STATE OF ORGANIZATION
The Type of Business/Organization for the above named entity is indicated on the Business Account Card. The Authorized Person(s) certify the selection is accurate and agree to provide updates or corrections, if necessary.	
The following authorization(s) is (are) attached to and is (are) a part of this document:	
<input type="checkbox"/> Authorization for Share/Deposit Accounts	<input type="checkbox"/> Authorization for Borrowing
Dated:	Dated:

### Instructions:

- If the Business/Organization is organized as a corporation, execute **Adoption by Vote of Governing Persons** OR **Adoption by Unanimous Written Consent of Governing Persons** section.
- If the Business/Organization is organized as a sole proprietorship, partnership, limited liability company or other non-corporate type of entity, execute **Adoption by Unanimous Written Consent of Governing Persons** section.

### ADOPTION BY VOTE OF GOVERNING PERSONS

The undersigned certifies that he/she is the custodian of the corporate seal (if any) and of the minutes and records of the above named Business/Organization and has been authorized and directed to certify to the Credit Union that the following attached documents are true and correct copies of resolutions and agreements duly adopted by a vote of the governing members of the Business/Organization in accordance with the law and, as applicable, the Articles of Incorporation, Operating Agreement, Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed. The undersigned further certifies that all of the information provided above is true.

Signature	Date
X	(Seal)

Name (print):

Title:

### ADOPTION BY UNANIMOUS WRITTEN CONSENT OF GOVERNING PERSONS

The undersigned adopt on behalf of the Business/Organization the following attached resolutions and agree to all actions directed therein. The death or withdrawal of any person signed below shall not constitute a revocation of any authority granted by such resolutions until the Credit Union is notified in writing of such death and the extent of any resulting revocation. Furthermore, the undersigned certify(ies) that he/she/they constitute(s) all of the persons vested with authority to make decisions on behalf of the Business/Organization and that no person with decision-making authority has been omitted; that they are authorized to adopt resolutions by unanimous written consent; that all of the information provided above is true; that the attached are true and correct copies of resolutions adopted by this unanimous written consent; that adoption of these resolutions is in accordance with the law and, as applicable, the Articles of Incorporation or Organization, Operating Agreement Bylaws or Code of Regulations, Constitution, Charter and/or rules of the Business/Organization; and that such resolutions have not been withdrawn or changed.

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

Signature	Date
X	(Seal)

Name (print):

**AUTHORIZATION FOR SHARE/DEPOSIT ACCOUNTS**

**WHEREAS** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, it has been determined that it is in the best interest of the Business/Organization to establish a membership in and depository relationship with \_\_\_\_\_ ("Credit Union"); and

**WHEREAS** Business/Organization has considered the terms of the Business Membership and Account Agreement governing accounts established at the Credit Union;

**NOW, THEREFORE, BE IT RESOLVED AND AGREED**, that the Credit Union is hereby designated as a depository of funds belonging to the Business/Organization.

**BE IT FURTHER RESOLVED AND AGREED**, that the person(s) designated below as an Authorized Person(s) has (have) the authority to establish a depository relationship with the Credit Union and may, from time to time, open one or more share or deposit account(s) of any type. It is distinctly agreed and understood that the designated Authorized Person(s) is (are) vested with all power and authority described for an Authorized Person in the Business Membership and Account Agreement.

**BE IT FURTHER RESOLVED AND AGREED**, that the Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, of any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

**BE IT FURTHER RESOLVED AND AGREED**, that the Credit Union may rely on any actual or facsimile signature that reasonably resembles the facsimile or specimen signature of an Authorized Person provided below, in the exercise of any authority granted by the Business Membership and Account Agreement until notified in writing of a change; that the Credit Union shall not be held liable for refusing to honor any signature where the Business/Organization has not provided to the Credit Union a facsimile or specimen signature; that the Business/Organization holds the Credit Union harmless from and agrees to indemnify the Credit Union for all claims, demands, losses, costs, damages or expenses including reasonable attorney's fees suffered or incurred by the Credit Union resulting from payments and disbursements made or any other actions the Credit Union takes in good faith in reliance on the actual or facsimile signatures of an Authorized Person, provided that when a signature is required to exercise the authority described in the Business Membership and Account Agreement, the signature of an Authorized Person with respect to share or deposit accounts must appear on the appropriate document.

**AUTHORIZED PERSON(S) FOR SHARE/DEPOSIT ACCOUNTS**

Facsimile/Specimen Signature	Date
<b>X</b>	(Seal)

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	(Seal)

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	(Seal)

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	(Seal)

Name (print):  
Title:

**BE IT FURTHER RESOLVED AND AGREED**, that as noted below, this Authorization for Share/Deposit Accounts:

- Is the first Authorization for Share/Deposit Accounts presented to the Credit Union.
- Expressly revokes and replaces any and all prior Authorizations for Share/Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.
- Supplements any and all prior Authorizations for Share/Deposit Accounts adopted by the Business/Organization and presented to the Credit Union.

*(If none of the above boxes are checked, the Credit Union may assume that this document revokes and replaces any and all prior Authorizations for Share/Deposit Accounts that may be on file.)*

**AUTHORIZATION FOR BORROWING**

**WHEREAS** on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, it has been determined that it is in the best interest of the Business/Organization to establish a borrowing relationship with \_\_\_\_\_ ("Credit Union")

**NOW, THEREFORE, BE IT RESOLVED AND AGREED**, that the following person(s) is (are) designated as an Authorized Person and is (are) authorized to do the following:

- 1) Obtain loans of any kind from time to time from the Credit Union;
- 2) Sign notes and credit agreements evidencing loans received from the Credit Union at such rates and terms as may be required by the Credit Union and as deemed proper by the Authorized Person(s);
- 3) Pledge, assign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible, or intangible personal property, or any other assets of the Business/Organization for the purpose of securing loans and credit extended by the Credit Union to the Business/Organization or to guarantee and/or secure indebtednesses of others to the Credit Union, and may execute and deliver to the Credit Union security agreements, assignments, mortgages, hypothecations, agreements not to encumber and other agreements, which may contain any promises, warranties, representations, terms and conditions the Authorized Person(s) deems proper, and may execute any document or perform any act for the purpose of perfecting a security interest including delivering property into the Credit Union's possession as well as withdrawing and substituting such property from time to time;
- 4) Endorse or assign with or without recourse and deliver to the Credit Union for negotiation, discount, deposit, application to loan balances or for collateral purposes, notes, drafts, checks, certificates of deposit, acceptances, chattel paper, accounts, commercial and other business paper, now owned or hereafter acquired by the Business/Organization;
- 5) Execute and deliver to the Credit Union applications, agreements and other instruments the Credit Union requires for the issuance of letters of credit for the benefit of and to be held by the Business/Organization; and
- 6) Enter into subordination and guarantee agreements and grant other financial accommodations to the Credit Union.

**BE IT FURTHER RESOLVED AND AGREED**, that the Credit Union will be notified promptly and in writing of any change pertaining to the Authorized Person(s) identified below, any change in the ownership, legal structure, or management of the Business/Organization, and upon any dissolution or bankruptcy of the Business/Organization.

**BE IT FURTHER RESOLVED AND AGREED**, that the Credit Union may rely on any actual or facsimile signature that reasonably resembles the facsimile or specimen signature of an Authorized Person provided below, in the exercise of any of the foregoing powers until notified in writing of a change; that the Credit Union shall not be held liable for refusing to honor any signature where the Business/Organization has not provided to the Credit Union a facsimile or specimen signature; that the Business/Organization holds the Credit Union harmless from and agrees to indemnify the Credit Union for all claims, demands, losses, costs, damages or expenses, including reasonable attorney's fees suffered or incurred by the Credit Union resulting from payments made or any other actions the Credit Union takes in good faith in reliance on the actual or facsimile signatures of an Authorized Person, provided that the signature of an Authorized Person with respect to borrowing must appear on the appropriate document.

**AUTHORIZED PERSON(S) FOR BORROWING**

Facsimile/Specimen Signature	Date
<b>X</b>	
(Seal)	

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	
(Seal)	

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	
(Seal)	

Name (print):  
Title:

Facsimile/Specimen Signature	Date
<b>X</b>	
(Seal)	

Name (print):  
Title:

**BE IT FURTHER RESOLVED AND AGREED**, that as noted below, this Authorization for Borrowing:

- Is the first Authorization for Borrowing presented to the Credit Union.
- Expressly revokes and replaces any and all prior Authorizations for Borrowing adopted by the Business/Organization and presented to the Credit Union.
- Supplements any and all prior Authorizations for Borrowing adopted by the Business/Organization and presented to the Credit Union.

*(If none of the above boxes are checked, the Credit Union may assume that this document revokes and replaces any and all prior Authorizations for Borrowing that may be on file.)*