

SOLE PROPRIETORSHIP RESOLUTION OF AUTHORITY

By:

Hudson Valley Federal Credit Union, _____
 Referred to in this document as "Financial Institution" Referred to in this document as "Proprietorship"

I, _____, certify that I am the sole owner of the above named Proprietorship, Federal Tax I.D. Number _____, engaged in business under the trade name of _____.

SIGNERS: Any signers listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature
A. _____	X _____
B. _____	X _____
C. _____	X _____
D. _____	X _____
E. _____	X _____
F. _____	X _____

POWERS GRANTED: Attach one or more Signers to each power by placing the letter corresponding to their name in the area before each power.

Indicate A, B, C, D, E, and/or F

Description of Power

- _____ (1) Exercise all of the powers listed in this resolution.
- _____ (2) Open any share or share draft account(s) in the name of the Corporation.
- _____ (3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution, authorize the issuance of Business Visa Check Cards for business checking accounts.
- _____ (4) Borrow money on behalf and in the name of the Company, sign, execute and deliver promissory notes or other evidences of indebtedness.
- _____ (5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
- _____ (6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.
- _____ (7) Enroll in and conduct Internet Banking transactions and grant Internet Banking authority to designated individuals in accordance with the Internet Banking Agreement for Business and Other Non-Personal Accounts.
- _____ (8) Other _____

LIMITATIONS ON POWERS: The following are the Proprietorship's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS: This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY:

I further certify that the Proprietorship has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions herein and to confer the powers granted above to the person named who have full power and lawful authority to exercise the same.

Optional Notarization
Subscribed and sworn to before this
day of _____

Notary Public

In Witness Whereof I have subscribed my name to this document
on _____

(date).

(Type Name of Proprietor Below Signature)

As used in this agreement, "I" means the owner of the sole proprietorship designated on page one. The term "resolution" means this agreement or any other agreement granting authority to others to act on behalf of the Proprietorship. I warrant that I am the sole owner of the business whose trade name is designated on this resolution. If any other parties acquire an ownership interest in the business (for example if I were to include a partner in ownership or if I were to incorporate), or if the ownership is changed in any way and I do not notify the Financial Institution of that fact, I will remain fully liable personally in accordance with the terms of this resolution and any other agreements that I have signed. In consideration of the Financial Institution's acceptance of this account under the designated trade name, and/or for the purpose of cashing or negotiating checks, drafts or other negotiable instruments payable to the designated trade name that I endorse in my name as owner, that are endorsed in the designated trade name, or by those authorized on page one as Signers, I agree that:

The Proprietorship named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Proprietorship to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Proprietorship and certified to the Financial Institution as governing the operation of this Proprietorship's account(s) are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of a Signer on this resolution is conclusive evidence of their authority to act on behalf of the Proprietorship. Any Signer, so long as they act in a representative capacity as a Signer of the Proprietorship, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated herein, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Proprietorship with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) I agree to the terms and conditions of any account agreement, properly opened by any Signer of the Proprietorship. I authorize the Financial Institution, at any time, to charge the Proprietorship for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) I acknowledge and agree that the Financial Institution may furnish at its discretion automated access devices to Signers of the Proprietorship to facilitate those powers authorized by this resolution or other writings in effect at the time of issuance. The term "automated access device" includes, but is not limited to credit cards, automated teller machines (ATM), and debit cards.
- (7) I acknowledge and agree that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Signer named on this resolution. The term "alternative signature and verification codes" include, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Proprietorship with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Signer(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. I authorize each Signer to have custody of the Proprietorship's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.
- (8) The Proprietorship acknowledges that by signing this Sole Proprietorship Authorization Resolution all Authorized Users of a Business Visa Check Card have read and agree to the terms of the Business Visa Check Card Agreement.
- (9) The Proprietorship acknowledges that by signing this Sole Proprietorship Resolution of Authority all Authorized Users of Internet Banking services have read and agree to the terms of the Internet Banking Agreement for Business and Other Non-Personal Accounts.

FOR CREDIT UNION USE ONLY

Acknowledged and received on _____ (date) by _____ (Op#/initials).

This resolution supersedes all previous resolutions provided to HVFCU. (Check OnBase for previous resolution date)