

**DECLARATION OF
UNINCORPORATED BUSINESS/ENTITY
Concerning Deposit Accounts, Borrowing, and Other Relationships**

[Legal name of Business/Entity]

[Assumed business name (DBA) under which the Business/Entity operates or does business (if different from legal name)]

DECLARATION

The undersigned, whether one or more, hereby certify(ies) to First-Citizens Bank & Trust Company ("Bank") that the unincorporated business or other unincorporated entity identified above (the "Entity") is a(n):

- | | |
|---|---|
| <input type="checkbox"/> Limited Liability Company (LLC) | <input type="checkbox"/> Sole Proprietorship (owned by one individual) |
| <input type="checkbox"/> General Partnership (GP) | <input type="checkbox"/> Sole Proprietorship (owned by two spouses) |
| <input type="checkbox"/> Limited Partnership (LP) | <input type="checkbox"/> Unincorporated church or charitable/civic organization |
| <input type="checkbox"/> Registered Limited Liability Partnership (LLP) | <input type="checkbox"/> Unincorporated governmental or municipal organization |
| | <input type="checkbox"/> Other unincorporated entity: _____ |

The undersigned further certify that (i) the legal name shown above is the CORRECT legal name of the Entity; (ii) the state in which the Entity was organized or formed is _____; (iii) the Entity is validly existing and in good standing; (iv) the Entity is duly authorized to transact business in each state in which it is doing business, having made all necessary filings and obtained all necessary governmental licenses, permits, and approvals; (v) the Entity has filed and recorded all documents required by law relating to use of the assumed business name recorded above (if applicable); and (vi) the execution, delivery, and performance of this Declaration have been duly authorized by all necessary actions of the Entity and do not conflict with, result in a violation of, or constitute a default under any provisions of the Entity's organizational documents, any documents that govern, regulate or limit the Entity's business activities or affairs, any agreement or other instrument binding upon the Entity, or any law, governmental regulation, court decree or order, applicable to the entity or the Entity's assets.

DEPOSIT AND DEPOSIT-RELATED SERVICES RELATIONSHIP

1. **Designation of Bank as a Depository and Authority of Bank.** Bank is designated a depository of the Entity. Funds of the Entity may be deposited in accounts maintained by Bank in the name of the Entity. All such deposit accounts shall be subject to the rules of Bank as set forth in the First Citizens Bank Deposit Account Agreement, as amended from time to time.

Bank is authorized:

- a. To honor, receive or pay all checks, drafts, and all other instruments or orders for payment or withdrawal made on behalf of the Entity and to charge any deposit account held by Bank in name of Entity, and to honor any authorization for the transfer of funds between different accounts, whether such orders are transmitted to Bank by telephone, computer, automated clearing house, wire transfer system or other means, for whatever purpose and to whomever payable, even though payment may create an overdraft, even though such items may be drawn or endorsed to the order of the signer for exchange or cashing or in payment of the individual obligation of such signer, or for deposit to such signer's personal account, or for any other use or disposition, when signed by an original, facsimile or electronic signature of, or otherwise initiated by, any ONE Authorized Signer, and Bank shall be not required under any obligation to inquire as to the circumstances of the issuance or use of any such item or to the application or disposition of such item or the proceeds.
- b. To honor the endorsement of any ONE Authorized Signer on checks, drafts, notes or all other types of instruments payable or belonging to the Entity, whether such endorsement be made manually, or by other means such as by endorsement stamp or facsimile signature, and whether the instrument is presented for deposit, for collection, or otherwise, and/or to receive cash or part cash for same, or to make "less cash" deposits by receiving cash for part or all of the amount of such instruments and depositing the balance, if any, when such instruments are signed, accepted, or otherwise endorsed as previously described, with the Entity assuming full responsibility for any and all payments made by Bank in reliance upon the endorsement of an Authorized Signer and with the Entity agreeing to indemnify and hold Bank harmless against any loss, cost, damage, or expense suffered or incurred by Bank arising out of the misuse or unlawful/unauthorized use by any person of such stamp or facsimile signature.

2. **Authorized Signers.** For purposes of this Declaration, the term “Authorized Signer” refers individually to each person listed below with an “X” in the column headed “Authority / Deposit / Authorized Signers.” If none of the persons identified below is so designated, the term “Authorized Signer” shall apply to all persons listed below.
3. **Authority with Respect to Deposit Accounts.** Each Authorized Signer is authorized:
 - a. To open and close one or more deposit accounts with Bank, and pledge any account in an assignment or control agreement.
 - b. To apply for and obtain credit from Bank under one or more revolving lines of credit providing overdraft protection for such deposit accounts.
 - c. To transact all business with respect to any such accounts, including, but not limited to, writing checks, drafts, notes and all other orders for payment or transfer of funds and endorsing checks, drafts, notes and all other types of instruments payable or belonging to the Entity.
 - d. To authorize in any letter, form, signature card or notice other persons not listed below with an “X” in the “Authority / Deposit / Authorized Signers” column as additional Authorized Signers who may execute a signature card on behalf of the Entity and transact business on any deposit account held by the Entity.
4. **Authority with Respect to Specific Deposit-Related Services.** Each Authorized Signer is authorized:
 - a. **Certificates of Deposit (CDs).** To purchase CDs, bonds and all other types of intangible personal property from Bank.
 - b. **ATM and Debit Cards.** To obtain from Bank and use an ATM or debit card to withdraw funds from any deposit account with Bank, and to designate other persons not so designated herein to use an ATM or debit card to withdraw funds from any of the Entity’s accounts.
 - c. **Night Depository Agreements.** To execute night depository agreements, designate from time to time the agents empowered to act on behalf of the Entity in connection with night deposit transactions, and revoke such designations.
 - d. **Other Deposit-Related Products and Services.** To enter into agreements for the use of any other deposit and/or treasury-related products or services offered by Bank including, but not limited to, electronic funds transfer services (such as ACH and wire transfer services) online/electronic banking services, cash management services and merchant services, and initiate and conduct transactions pursuant to such agreements.
 - e. **Safe Deposit Boxes.** To enter into safe deposit box agreements, designate deputies and other agents empowered to have access to any safe deposit box, revoke such designations, and terminate safe deposit box agreements.

BORROWING AND OTHER CREDIT RELATIONSHIPS

1. **Authorized Representatives.** For purposes of this Declaration, the term “Authorized Representative” refers individually to each person identified below with an “X” in the column headed “Authority / Borrowing / Authorized Representatives.” If none of the persons identified below is so designated, then the term “Authorized Representative” shall apply to all persons listed below. The term “Authorized Representative” shall also refer to such additional persons named as being so authorized in any letter, form or notice signed by any Authorized Representative.
2. **General Borrowing Authority.** Each Authorized Representative is authorized to borrow or otherwise obtain credit from Bank from time to time in such sums and upon such terms and conditions as to repayment, rate of interest, and security therefore as he or she may determine, and to execute and deliver in the name and on behalf of the Entity applications, notes, credit agreements and any and all other agreements, evidences of indebtedness with respect to all sums so borrowed or credit otherwise obtained, and to obligate the Entity to repay Bank the indebtedness and obligations so incurred. Each Authorized Representative is further authorized:
 - a. To pledge, mortgage or otherwise create security interests in any property held by or belonging to the Entity.
 - b. To execute and deliver deeds of trust, mortgages, security deeds, security agreements, and all other security instruments whether of obligation or hypothecation which they may determine necessary or appropriate to secure sums borrowed or credit obtained by the Entity.
3. **Authority with Respect to Specific Credit Relationships.** Each Authorized Representative is authorized:
 - a. **Credit Cards.** To obtain credit from Bank by the use of a MasterCard®, Visa® or other credit card (collectively, “Credit Card”) issued by Bank, in such sums as may seem advisable to the Authorized Representative, and upon such terms as may be prescribed by Bank, to designate other persons to use a Credit Card in the name of and on behalf of Entity, and to execute applications and agreements of any type in connection with a Credit Card.
 - b. **Revolving Lines of Credit.** To obtain credit from Bank under one or more other revolving lines of credit (including, but not limited to, lines of credit providing overdraft protection for deposit accounts) offered or issued by Bank, in such sums as may seem advisable to the Authorized Representative and upon such terms as may be prescribed by Bank, to sign, or designate other persons to sign checks or other items drawn on any checking account of the Entity which may activate loans under such revolving lines of credit, to sign special (direct advance) checks or other instruments which activate loans under such revolving lines of credit, and to execute applications and agreements of any type in connection with lines of credit.

- c. **Letters of Credit.** To apply for and receive letters of credit and, from time to time, increase the amount, extend the date of expiration or amend the terms of any outstanding letters of credit.
- 4. **Payment of Proceeds.** Bank is authorized and directed to pay the proceeds of any such loans, lines of credit or other borrowings or credit arrangements as directed by an Authorized Representative, whether or not to the order of said person in his or her individual capacity, for deposit to his or her individual credit, or to be applied or deposited in any manner for his or her individual credit, and Bank shall not be required to inquire as to the circumstances for the application or use of any such credit.

ADDITIONAL STATEMENTS

- 1. **Effectiveness.** The foregoing declarations shall remain in full force and effect until written notice of their amendment or rescission has been received by Bank. The receipt of such notice shall not affect any action taken by Bank prior thereto.
- 2. **Previous Banking Declarations.** Any and all previous banking declarations relating to Bank that are in conflict with the foregoing declarations are hereby superseded.
- 3. **Prior Transactions.** All prior transactions by any of the proprietors, authorized partners, authorized managers, otherwise authorized officials, employees or other representatives of the Entity, in its name and for its account or within the authority given by the foregoing declarations if said authority had been in effect, are hereby approved and ratified.

IN WITNESS WHEREOF, each undersigned owner, manager and/or other responsible party hereby certifies to Bank that he or she has read the foregoing declarations, that the foregoing declarations are true and correct, that the foregoing declarations are the understanding and agreement of the Entity with Bank, and that no party other than those identified below has a general ownership interest in (or in the case of a limited liability company, is a manager of) the Entity.

This the _____ day of _____, 20____.

Title	Name	Signature	Authority	
			<u>Deposit</u> <i>Authorized Signers</i>	<u>Borrowing</u> <i>Authorized Representatives</i>
Manager or Member/Manager				
Manager or Member/Manager				
Manager or Member/Manager				
Proprietor/Owner				
Proprietor/Owner				
Partner				
Partner				
Other Titles (Please type or print)				

For Bank Use Only:		
_____	_____	_____
<i>Name of Associate Submitting Document</i>	<i>Employee ID #</i>	<i>Br. #</i>