NYSBA

Staff Memorandum

EXECUTIVE COMMITTEE
Agenda Item #2(c)
(Consent Calendar)

REQUESTED ACTION: Approval of corporate resolutions to update account signatories

Attached are corporate resolutions for JP Morgan Chase, Fieldpoint Private Bank, and Bank of America. Your approval is required to update the signatories on the Association's bank and investment accounts.

Document Checklist | **JPMORGAN CHASE BANK, N.A.**

05 March 2012

NEW YORK STATE BAR ASSOCIATION
C/O KRISTIN O'BRIEN
1 Elk Street
Albany, NY 12207
USA

Thank you for choosing JPMorgan Chase for your banking needs. The following page(s) list the documents contained in this package that pertain to the products and/or services you have requested, with instructions for each document.

In striving to deliver best-in-class service, we encourage you to complete and return any of the attached documentation requiring signature within **5 business days** from the day you receive this package. Please let us know if there is any way we can assist you. We understand that on occasion this timeline cannot be met due to other priorities, the complexity of requirements, and/or the availability of authorized signatories. In such cases we kindly ask that you advise us when we can anticipate receipt of the documentation or if there is any additional support we can provide. Timely receipt of the documents enables us to better complete your request in the desired timeframe.

For your protection, where documents in this package are being sent as e-mail attachments and have been pre-filled, the account and/or SSN/TIN number has been truncated to the last 4 digits, or the documents have been encrypted and may require a password to open.

We at JPMorgan Chase are fully committed to meeting your banking needs. We are happy to answer any questions you may have regarding the attached documents. If you need assistance, please do not hesitate to call.

Kind regards,

MARYANA NOVOSAD
518-433-2533
maryana.novosad@chase.com

	Document Name	ID	Instructions
☐	Certificate Regarding Accounts- CRA	1	Complete, Sign and Return.
☐	CB Business Signature Card	2	Complete, Sign and Return

Certificate Regarding Accounts

V 1.5_09_27_10

Instructions: Complete all relevant spaces with the requested information as applicable to the type of organization. Obtain signature of certifying signer(s) at the conclusion of the Certificate.

HEADING

Customer Name: **("Customer")**	NEW YORK STATE BAR ASSOCIATION
Tax Identification Number: **("Client Entity")**	140923640
Business Name: **("Business")**	(Applicable only for Sole Proprietorship or business operating under an assumed name)
Jurisdiction of Organization:	
Type of Organization **(Check One)**	☒ Corporation ☐ Sole Proprietorship ☐ Trust ☐ Unincorporated Association ☐ Limited Liability Company ☐ Partnership (including Limited Liability Partnership) ☐ Business Trust (under Delaware or Massachusetts law only) ☐ Joint Venture ☐ Governmental Entity (specify type):_____ ☐ Other:_____

A. **DESIGNATION OF DEPOSITORY.** This Certificate Regarding Accounts (this **"Certificate"**) is provided to any bank subsidiary of **J.P. Morgan Chase & Co.** (collectively, **"Bank"**) with respect to any and all deposit accounts, related products and all Treasury Services products or services, that Customer currently has or may open in the future with Bank (collectively, the **"Accounts"**).

B. **CERTIFICATION (as applicable to Type of Organization)**

1. **Corporation, Limited Liability Company, Partnership/LLP, Unincorporated Association, Business Trust.** I am an officer, member, manager, director, or general partner (or person authorized to represent the member, manager, director or general partner), as applicable, of Customer. I certify to Bank that the governing body of Customer has adopted resolutions authorizing all actions and agreements described in this Certificate. Those resolutions were adopted in accordance with all requirements of law and of Customer's organizational documents, have been entered in the regular minute books of Customer, have not been rescinded, or modified, and are now in full force and effect.

2. **Governmental Entity.** I am either the custodian of the official records of Customer (the **"Certifying Official"**), or the public official authorized by law to establish and administer the financial accounts of Customer (the **"Financial Officer"**), and authorized to take all actions described in this Certificate.

   Bank has been designated a depository for funds of Customer in the manner required by applicable law. I certify to Bank that the governing body of Customer, if any, has adopted resolutions authorizing all actions and agreements described in this Certificate. Those resolutions were adopted in accordance with all requirements of law and of Customer's organizing statutes, charter, by-laws, ordinances, or other applicable laws and documents, have been entered in the regular minute books of Customer, and are now in full force and effect.

3. **Trust. (Other than a business trust)** I am (we are) all of the duly appointed and acting trustee(s) of the trust. I (we) certify to Bank that Customer's trust agreement and all other governing documents authorize the trustees to take all actions and enter into all agreements described in this Certificate, and that such authorization is in accordance with all requirements of law now in full force and effect.

4. **Joint Venture.** We are all the joint venturers of Customer. We certify to Bank that the joint venturers of Customer have authorized all actions and agreements described in this Certificate, and that such authorization is now in full force and effect.

5. **Sole Proprietor.** I am the Customer, and I individually am the sole owner of the Business. The Business is not a corporation, partnership, limited liability company, or any other form of business entity. This Certificate constitutes a durable power of attorney appointing agents, each acting singly, to take any and all action authorized under this Certificate or any other document described in this Certificate. This power of attorney will survive my incompetence, incapacity, or disability. **"Attorney-in-Fact"** means any of the following listed persons, acting singly unless otherwise provided in this Certificate:

_____

C. **AUTHORIZATIONS (applicable to all Types of Organizations)**

6. **Account Opening.**
Each Account Manager is authorized to open one or more Accounts from time to time with Bank. **"Account Manager"** means each person holding an officer title with Customer. If Customer is a limited liability company or partnership, "Account Manager" means any member, manager, general partner, or trustee (or authorized official of a member, manager, general partner, or trustee) of Customer. **However, if any names or titles are listed in the following line, "Account Manager" means only the following listed persons:** _____. If Customer is a sole proprietor,

"Account Manager" means only Customer individually (i.e., the owner of the Business) or an Attorney-in-Fact, if designated by Customer. If Customer is a trust (other than a business trust), "Account Manager" means only each individual trustee and each person authorized to act on behalf of any entity trustee of Customer. If Customer is a joint venture, "Account Manager" means only each joint venturer and each person authorized to act on behalf of the joint venture. If Customer is a governmental entity whose financial affairs are directed by a Financial Officer, "Account Manager" means only the Financial Officer. If Customer is a governmental entity whose financial affairs are directed by a governmental body, "Account Manager" means only the Certifying Official. Opening any Account will constitute Customer's agreement to be bound by all of Bank's account terms, conditions, documents, and agreements (as they may be amended from time to time) executed or delivered in connection with the Account.

7. **Banking Services.**
"Authorized Person" means any Account Manager as designated above in **Section C6**. An Authorized Person may perform any or all of the functions listed below. Subject to any written agreement (and other forms applicable to the products and services), between Customer and Bank, any one Authorized Person is authorized to: (1) sign checks, drafts, notes, acceptances and other instruments (collectively referred to as **"Items"**); (2) take any action and/or give in instructions in writing, verbally, electronically or otherwise, (**"Instructions"**) as provided in the account terms, United States addendum to account terms or other agreement between Customer and Bank; and (3) identify, implement and contract with Bank for cash management product and services relating to an Account and/or other general banking services for the benefit of Customer, including without limitation electronic funds transfer services, electronic information services, automated clearinghouse services, lockbox services, fraud prevention services, and automated sweep investment services. Use of any such service will constitute Customer's agreement to Bank's standard agreements applicable to the products or services requested.

8. **Changes to Authorized Persons.**
The Secretary, any Assistant Secretary, or any Account Manager may instruct Bank to add, delete or otherwise make changes to Authorized Persons by a written notice to Bank (**"Change Notice"**). The Change Notice should identify all changes to Authorized Persons, including persons added or deleted, certify the name, title, and signature of each additional Authorized Person, and set forth any limitations to the authority of Authorized Persons.

9. **Deposits.**
Bank is authorized to accept for deposit, credit, collection, or any other purpose, items or electronic deposits payable to (1) Customer by any trade name or style used by Customer, or (2) any owner, shareholder, partner, member, manager, trustee, or venturer of Customer (**"Owner"**), or (3) more than one Owner, either jointly or in the alternative. All Items may be deposited to any Account with or without endorsement.

10. **Continued Effectiveness.**
This Certificate will continue in full force and effect until Bank actually receives written notice from Customer revoking or modifying this certificate and Bank has had a reasonable opportunity to act on it. Bank may conclusively presume that this Certificate is in effect and that the persons identified from time to time as Account Managers or Authorized Persons by this Certificate, any signature card, or any Change Notice have been duly elected or appointed and continue to hold such positions. Customer releases Bank from any liability and will indemnify Bank against any loss, liability, or expense arising from Bank's reliance on this Certificate or any other certification or instructions provided by the Secretary, any Assistant Secretary, or any Account Manager.

D. **ADDITIONAL PROVISIONS (Only applicable to Trust or Governmental Entity)**

11. **Delegation of Authority for Trusts.**
If Customer is a trust **(other than a business trust)**, each of the trustees expressly represents that the delegation of authority provided in this Certificate is for the ministerial act of executing instruments payable by, providing instructions to, or making deposits in Bank with respect to trust assets in an Account, which are authorized by the trust instrument. Bank is entitled to rely on this representation in conducting any business relating to any Account of the trust.

12. **Death, Resignation, or Inability of Trustee to Act.**
If Customer is a trust **(other than a business trust)** and any trustee dies, resigns, declines to serve, or is unable to act as trustee, each surviving trustee or successor trustee is obligated to notify Bank and to provide Bank with a new Certificate authorizing Bank to act on the order or instruction of any newly appointed trustee.

13. **Authority of Governmental Entity.**
If Customer is a governmental entity and Bank at any time determines that Customer is not authorized, or may not be authorized, under applicable law or its organizational documents to open any Account or to engage in any transaction or purchase any services relating to the Accounts, Bank may demand conclusive evidence of Customer's authority. Notwithstanding any agreement to the contrary, if Customer fails to provide conclusive evidence of its authority upon demand, Bank may immediately and without prior notice terminate any Account or service provided to Customer, and Bank will not be liable to Customer for any damages in connection with that termination.

E. CERTIFYING SIGNATURES

1. **Applicable to all Types of Organizations EXCEPT Governmental Entity**

X _____ Certifying Signature	**X** _____ Certifying Signature
Seynour W. James,Jr. Print Name:	David P. Miranda Print Name:
President Capacity/Title	Secretary Capacity/Title
ac@nysba.org E-Mail Address	ac@nysba.org E-Mail Address
518-463-3200 Phone Number	518-463-3200 Phone Number

Executed this _____ **day of** _____, _____.

2. **Applicable ONLY to Governmental Entity**

a) Certifying signer is: ☐ **Financial Officer** ☐ **Certifying Official**

X

Official's Signature

Printed Name

Title

E-Mail Address Phone Number

For a Governmental Entity certified by a Financial Officer, the following must also be completed by an official other than the Financial Officer:

I certify that the Financial Officer named above holds the office indicated in the foregoing Certificate, and is authorized by law to establish and administer the Accounts of Customer and to take all actions and enter into all agreements described in the foregoing Certificate. I further certify that the signature set forth above is the Financial Officer's signature.

X

Official's Signature

Printed Name

Title

E-Mail Address Phone Number

Executed this _____ **day of** _____, _____.

CRA Instruction Sheet

HEADING

1. **Jurisdiction of Organization** – This is the state, territory, or country where the entity was organized.

2. **Tax Identification Number** – Used by Internal Revenue Service (IRS) in the administration of tax laws.

3. **Business Trust** – A "business trust" as used in this Certificate (CRA) is a legal trust set up for the purpose of business in Delaware and Massachusetts. The purpose of a business trust is to operate a profit venture for the beneficiaries of the trust.

4. **Governmental Entity (specify type)** – Examples of governmental entities include municipality, county, state, government agency, school board, etc.

A. **DESIGNATION OF DEPOSITORY**

This is a statement regarding the purpose of this Certificate (CRA).

B. **CERTIFICATION – By Entity Type**

1. **Corporation, Limited Liability Company, Partnership/LLP, Unincorporated Association, or Business Trust** – The appropriate officer must certify that the governing body of the Customer has adopted resolutions authorizing the actions and agreements described in this Certificate (CRA). **After reading this paragraph, proceed to Section C.**

2. **Governmental Entity** – There are 2 types of officials who may make the certifications in this Certificate (CRA) for a governmental entity, either a Certifying Official, or a Financial Officer.

   - Certifying Official – This is a person who has been elected/appointed/charged with the responsibility for the official records of the governmental entity that they represent, and holds an office comparable to a corporate secretary, e.g., for example, the Town or County Clerk, the Secretary of the School Board

   - Financial Officer - This is used for persons holding a specific governmental office which has been authorized by law to establish and administer Accounts for the governmental entity they represent, e.g., State Treasurer.

   After reading this paragraph, proceed to Section C.

3. **Trust** – (Other than a business trust) - The trustee or trustees must certify that all actions and agreements described in this Certificate (CRA) are in accordance with all requirements of law and of the Customer's trust agreement and all other governing documents. **After reading this paragraph, proceed to Section C.**

4. **Joint Venture** – Each joint venturer must certify that all actions and agreements described in this Certificate (CRA) are authorized. **After reading this paragraph, proceed to Section C.**

5. **Sole Proprietor** – This section indicates who may take the actions described in this Certificate on behalf of the owner of the sole proprietorship. If any person will be authorized to act on the behalf of the sole proprietor, they must be designated in this Certificate (CRA). This person will be known as "Attorney-in-Fact". A sole proprietor is not required to have an "Attorney-In-Fact". **After reading and filling in this paragraph, if applicable, proceed to Section C.**

C. **AUTHORIZATIONS (Applicable to all Types of Organizations)**

6. **Account Opening** – This section identifies those persons (Account Managers) who will have authority to open Accounts for the entity described in this Certificate (CRA).

Entity Type	If this section is left blank, the following persons are "Account Managers" authorized to open accounts
Corporation, Unincorporated Association	Any person holding an officer title with Customer
LLC, Partnership, LLP	Any member, manager, general partner, or trustee, as applicable, of Customer
Sole Proprietor	The Customer individually (i.e., the owner of the Business) or an Attorney-in-Fact, if designated by the owner of the business
Trust (Other than a Business Trust)	Each individual trustee or as specified in the trust agreement
Joint Venture	Each joint venturer
Governmental Entity	• If Customer is a governmental entity whose financial affairs are directed by a Financial Officer, "Account Manager" means only the Financial Officer. • If Customer is a governmental entity whose financial affairs are directed by a governmental body, "Account Manager" means only the Certifying Official

CRA Instructions/Explanations

Account Opening, continued:

If paragraph 6 is filled in with one or more specific position titles/functions, such as "vice president or controller", then only those persons holding that title and/or function will be allowed to open Accounts for Customer.

If paragraph 6 is filled in with names of specific individuals, then only those individuals will be allowed to open Accounts for Customer.

7. **Banking Services** – Describes persons who are authorized to perform banking transactions for Customer and what those transactions may entail. "Authorized Persons"/"Account Managers" are designated in section C6 of this Certificate (CRA).

8. **Changes to Authorized Persons** – Describes how changes, additions, or deletions to those who are named as Authorized Persons may be made.

9. **Deposits** – Describes what Customer is authorizing Bank to do with deposits made into its Accounts.

10. **Continued Effectiveness** – Describes the terms under which this Certificate (CRA) will remain in full force and effect.

D. **ADDITIONAL PROVISIONS (Only applicable to Trust or Governmental Entity)**

11. **Delegation of Authority for Trusts (Other than Business Trust)** – Declaration of the trustees as to the purpose of the delegation of authority described in this Certificate (CRA).

12. **Death, Resignation or Inability of Trustee to Act** – Describes the obligations of the trustees in the event that any trustee is unwilling or unable to perform his or her role.

13. **Authority of Governmental Entity** – Describes what actions Bank may take should Bank determine that Customer is not or may not be authorized to open Accounts or transact banking business.

E. **CERTIFYING SIGNATURES (Who can sign the Certificate (CRA))**

Entity Type	Certifying Signature must be:
Corporation, Limited Liability Company, Unincorporated Association, Business Trust	The CEO, CFO, COO, President, Vice President, Treasurer Secretary or Assistant Secretary of the organization or other equivalent officer *Only 1 signature is required, or as specified in the customer's organizational documents*
Partnership, Limited Liability Partnership	Managing Partner or each Partner, if a Managing Partner has not been designated
Trust (Other than Business Trust)	All trustee(s) or as specified in the trust agreement
Joint Venture	Joint Venturer(s) *Each Joint Venturer should sign*
Governmental Entity represented by a Financial Officer authorized by law as described in these instructions: page 1, section B2.	Financial Officer accompanied by a second official signer who certifies that the person signing holds the office indicated
Governmental Entity represented by a "Certifying Official" as described in these instructions: page 1, section B2.	Certifying Official
Sole Proprietorship	Owner

Business Signature Card

V1.9_12_05_11

CHECK ONE:	☐ Signatures for New Account(s)	☐ Additional Signatures for Account(s)	☐ Replace All Signatures on Account(s)	Card __ of __

For BANK USE ONLY	☐ This Signature Card is for a New Account ☐ This is the first DDA for this client		
Client Name/Account Holder: (For Sole Proprietor or Disregarded Entity, indicate the name of the owner.)	NEW YORK STATE BAR ASSOCIATION		
Account Title:	NEW YORK STATE BAR ASSOC TREASURER ACCT		
Address:	C/O KRISTIN O'BRIEN 1 Elk Street	**City, State, Zip**	Albany, NY 12207 USA
Account Number(s):	6301505362509, 777050803, 6301505313509	**Telephone Number:**	
		Tax ID Number: (For Sole Proprietor or Disregarded Entity, indicate TIN of owner.)	140923640

INSTRUCTIONS: Use BLACK OR BLUE ink. Place the **Manual or Facsimile signature** within the box boundaries only. Do Not overlap signatures. Indicate if the signature is Manual or a Facsimile in the "PRINT NAME" box. When providing a Facsimile Signature, provide a Manual Signature too. **For your security, cross out all unused signature boxes before signing the signature card below.**

PRINT NAME	TITLE	SIGNATURE
☒ Manual ☐ Facsimile Patricia K. Bucklin	Executive Director	
E-MAIL ADDRESS	**PHONE NUMBER**	
pbucklin@ nysba.org	518-463-3200	
PRINT NAME	**TITLE**	**SIGNATURE**
☒ Manual ☐ Facsimile Richard J. Martin	Asst. Executive Director	
E-MAIL ADDRESS	**PHONE NUMBER**	
RMartin@nysba.org	518-463-3200	
PRINT NAME	**TITLE**	**SIGNATURE**
☒ Manual ☐ Facsimile Kristin M. O'Brien	Senior Director of Finance	
E-MAIL ADDRESS	**PHONE NUMBER**	
kobrien@nysba.org	518-463-3200	
PRINT NAME	**TITLE**	**SIGNATURE**
☒ Manual ☐ Facsimile Cynthia R. Gaynor	Controller	
E-MAIL ADDRESS	**PHONE NUMBER**	
cgaynor@nysba.org	518-463-3200	

The undersigned, an authorized representative of the Account Holder, certifies that he/she has reviewed the information contained in this Signature Card, the Certificate Regarding Accounts, account authorization documents, and/or organizational documents of the Account Holder ("Authorized Documents"), and finds the information in this Signature Card accurate on this date and in accordance with the Authorization Documents. The Account Holder acknowledges receipt of, and agrees to be bound by, the terms and conditions governing the operation of accounts and services provided by JPMorgan Chase Bank, National Association, ("the Bank"), including the Account Terms and Service Terms, as may be amended or supplemented from time to time.

The undersigned is authorized to certify the names, titles, and signatures of authorized signers named in this Signature Card on this/these account(s) pursuant to the Authorization Documents. The undersigned certifies that the signatures presented on these pages are the signatures of persons authorized to sign and otherwise act on behalf of the Account Holder with respect to its account(s), banking transactions or services. The Bank is entitled to rely on the authority of the named person(s) until the Bank receives written revocation of such authority. No notice of revocation will be effective until the Bank has a reasonable opportunity to act on it.

Authorized Signature:	Title: President	Date:
Authorized Signature:	Title: Secretary	Date:

INTERNAL USE ONLY THE ABOVE INFORMATION AND SIGNATURE(S) WERE VERIFIED BY:

Print Name: Initials:

Completion Date:

Client Name/Account Holder: NEW YORK STATE BAR ASSOCIATION			
Account Title: NEW YORK STATE BAR ASSOC TREASURER ACCT		Tax ID Number: 140923640	Card __ of __
Account Number(s):	6301505362509, 777050803, 6301505313509	Telephone Number:	Date: 3/6/2012

ADDITIONAL SIGNATURES

PRINT NAME	TITLE	SIGNATURE
☒ Manual ☐ Facsimile Seymour W. James, Jr.	President	
E-MAIL ADDRESS	PHONE NUMBER	
ac@nysba.org	518-463-3200	
PRINT NAME	TITLE	SIGNATURE
☒ Manual ☐ Facsimile David M. Schraver	President-elect	
E-MAIL ADDRESS	PHONE NUMBER	
ac@nysba.org	518-463-3200	
PRINT NAME	TITLE	SIGNATURE
☒ Manual ☐ Facsimile David P. Miranda	Secretary	
E-MAIL ADDRESS	PHONE NUMBER	
ac@nysba.org	518-463-3200	
PRINT NAME	TITLE	SIGNATURE
☒ Manual ☐ Facsimile Claire P. Gutekunst	Treasurer	
E-MAIL ADDRESS	PHONE NUMBER	
ac@nysba.org	518-463-3200	
PRINT NAME	TITLE	SIGNATURE
☐ Manual ☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
☐ Manual ☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
☐ Manual ☐ Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	

CERTIFICATE OF CORPORATE/LLC/ NON PROFIT ORGANIZATION RESOLUTION

Use this form to designate authorized signers to act on behalf of your organization. If applicable, please also provide a certified copy of your articles of incorporation, minutes of a board meeting documenting the authorized signers for your organization, operating agreement and/or other formation documents. If the Authorized Officer is the same person as the authorized signer, this person must complete Section IV – Additional Certification.

I. ACCOUNT INFORMATION

ACCOUNT NUMBER: ☐☐☐ – ☐☐☐☐☐☐ **ACCOUNT TITLE:** _____

NAME OF CORPORATION/ORGANIZATION: New York Bar Association

TYPE (SELECT ONE): ☒ Corporation ☐ Limited Liability Company (LLC) ☐ Nonprofit Organization ☐ Other: _____

II. CERTIFICATION

I HEREBY CERTIFY that at a meeting or by resolution between the Authorized Directors/Officers/Members of the aforementioned Corporation/Organization, ("Corporation/Organization"), at which said meeting a quorum was present and acting throughout, the following preamble and resolution was adopted and ever since has been and now is in full force and effect.

WHEREAS, this Corporation/Organization is duly authorized and permitted by its charter and bylaws, by the terms of its operating agreement or other written authorization to:

(1) Engage in cash and margin transactions in any and all forms of securities including, but not limited to, stocks, options, mutual funds, stock options, stock index options, short sales, foreign currency options and debt instrument options, bonds, bond debentures, annuities, notes, strips, participation certificates, rights to subscribe, warrants, certificates of deposit, mortgages, choses in action, evidences of indebtedness, commercial paper certificates or indebtedness and certificates of interest in any and every kind and nature whatsoever, secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise.

(2) Receive on behalf of the Corporation/Organization or deliver to the Corporation/Organization or third parties, including but not limited to any or all of the authorized officers or persons listed in Section III below giving such instruction, monies, stocks, bonds or other securities. To sell, assign and endorse for transfer, certificates representing stocks, bonds or other securities now registered or hereafter registered in the name of the Corporation/Organization.

(3) Establish and maintain an asset management account with debit card, check writing and margin privileges, from which account funds are directly spent, the responsibility for which is entirely that of the Corporation/Organization.

WHEREAS, the appropriate officers have determined that it is appropriate and in the best interest of this Corporation/Organization to open an account(s) with Pershing Advisor Solutions LLC ("Pershing Advisor Solutions").

Now, therefore, be it resolved that this Corporation/Organization open an account or accounts in its name with Pershing Advisor Solutions and that the undersigned below, or any of them acting individually or their respective successors in office (hereinafter "Authorized Persons") may, on behalf of this Corporation/Organization, (1) give orders in the said account or accounts for the purchase, sale or other disposition of stocks, bonds and other securities; (2) deliver to and receive from Pershing Advisor Solutions on behalf of the Corporation/Organization monies, stocks, bonds and other securities; (3) establish and maintain an asset management account with debit card, check writing and margin privileges from which account funds are directly spent with each Authorized Person as indicated in the separate asset management account agreement having check writing and debit card privileges; (4) order the transfer or delivery of funds, monies or securities to any person whatsoever, including any other authorized officers or persons indicated below giving such instructions; (5) sign acknowledgements of the correctness of all statements of account; and (4) make, execute and deliver under the corporate seal (if applicable) any and all written endorsements and documents necessary or proper to effectuate the authority hereby conferred; that is within authorization to each of said officers to remain in full force and effect until written notice of the revocation thereof shall have been received by Pershing Advisor Solutions.

III. CERTIFICATION AND SIGNATURE

I FURTHER CERTIFY that the following names, titles and signatures of the officers (or others) authorized by the foregoing resolution to act for this Corporation/Organization.

Name(print): Seymour W. James, Jr. Title: President Signature: _____

Name(print): David M. Schraver Title: President-elect Signature: _____

Name(print): Claire P. Gutekunst Title: Treasurer Signature: _____

Name(print): David P. Miranda Title: Secretary Signature: _____

Name(print): Patricia K. Bucklin Title: Executive Director Signature: _____

CORP

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation/Organization (if applicable), this

(AFFIX CORPORATE SEAL HERE IF CORPORATION USES A SEAL)

_____ day of _____, 20 _____

AUTHORIZED OFFICER SIGNATURE: _____

PRINT AUTHORIZED OFFICER NAME: David P. Miranda

NOTE 1: If the Authorized Officer is empowered to act for the Corporation/Organization pursuant to these resolutions, the President or Managing Member of the Corporation/Organization as set forth above must fill in and execute the Additional Certification in Section IV below.

NOTE 2: If the Corporation/Authorization has only one sole officer/managing member (if an LLC), that officer must sign above on the Authorized Officer line indicating his or her officer title in addition to filling in and executing the Additional Certification in Section IV below.

IV. ADDITIONAL CERTIFICATION

(President/Managing Member to complete only if the Authorized Officer of the Corporation/Organization is authorized to act pursuant to the foregoing resolution or if the Corporation/Organization has only one officer/managing member (if an LLC) – check one):

☐ **I FURTHER CERTIFY** that the Authorized Officer of the Corporation/Organization is authorized by the foregoing resolution to act hereunder.

☐ **I FURTHER CERTIFY** that the Corporation/Organization has only one authorized officer/managing member (if an LLC) and I am that authorized officer/managing member (if an LLC) and authorized to execute legal and binding documents in the name of and on behalf of the Corporation/Organization pursuant to the Corporation's/Organization's governing documents.

NAME (PRINT): Seymour W. James, Jr. **TITLE:** President

SIGNATURE: **DATE:**

New York State Bar Association
Secretary's Certificate
Schedule D

The undersigned being the Secretary of the New York State Bar Association, a corporation organized and existing under the laws of New York, hereby certifies to Bank of America that, at a meeting of the Executive Committee of the New York State Bar Association duly called and held on the 30th day of March, 2012, the following Resolutions were duly adopted and that such Resolutions remain in full force and effect.

RESOLVED, that any two of the following staff of the New York State Bar Association acting jointly with respect to any account maintained by the New York State Bar Association with Bank of America be, and hereby are, authorized to draw checks and other orders for the payment of money and be, and hereby are, authorized to direct all changes of investments and authorize the delivery of any securities or cash up to $300,000.

Name	Title	Signature
Patricia K. Bucklin	Executive Director	_____
Richard J. Martin	Assistant Executive Director	_____
Kristin M. O'Brien	Senior Director of Finance	_____

FURTHER RESOLVED, that the President and Treasurer of the New York State Bar Association acting jointly with respect to any account maintained by the New York State Bar Association with Bank of America be, and hereby are, authorized to open, maintain and close accounts and to draw checks and other orders for the payment of money, and be, and hereby are, authorized to direct all changes of investments and authorize the delivery of any securities or cash whether or not in excess of $300,000.

I further certify that the following persons have been duly elected to and now hold the offices in the New York State Bar Association set opposite their respective names below and that the signatures of such officers and staff as set forth below are true and authentic:

Name	Title	Signature
Seymour W. James, Jr.	President	_____
David M. Schraver	President-Elect	_____
David P. Miranda	Secretary	_____
Claire P. Gutekunst	Treasurer	_____
Patricia K. Bucklin	Executive Director	_____
Richard J. Martin	Assistant Executive Director	_____

In witness whereof, I have here to set my hand as Secretary and affixed the seal of the New York State Bar Association this _____ day of _____, 2012.

_____
David P. Miranda, Secretary

SCHEDULE C
FUNDS TRANSFER AGREEMENT

New York State Bar Association (the "Customer"), and Bank of America, N.A. (the "Bank") hereby agree that the following sets out the terms under which we may perform Funds transfers for the Customer.

1. **Transfer Instructions**. Any of the Customer's Authorized Representatives may instruct the Bank to transfer funds from the Customer's Accounts with the Bank to any other Account with the Bank or with another institution. The Bank reserves the right to refuse any transfer instructions, and in particular, the Bank reserves the right to refuse transfer instructions if the identity of the Authorized Representative has not been confirmed, the Account from which the Bank is instructed to transfer funds has an insufficient Account balance, or the transfer instruction is incomplete. The Bank will use its best efforts to notify the Customer of any refusal to accept transfer instructions.

   The Customer's Authorized Representatives are designated pursuant to the Corporate Resolution in the form of Attachment 1 (or comparable form) to this Agreement and are listed on Schedule D to this Agreement. The Bank is entitled to rely upon the fact that each person listed on Schedule D is authorized to effect funds transfers from the Customer's Accounts until the Bank receives written notice from the Customer revoking such person's authority. This authority includes the power to withdraw and debit the Customer's Accounts, execute any further documents necessary to effect funds transfers and, where applicable, to choose and change the Keyword used in the Bank's security procedures. It is the Customer's obligation to notify the Bank immediately upon revocation of authority of an Authorized Representative. By providing the Bank with a Keyword, as indicated on Schedule D, the Customer authorizes the Bank to make transfers based upon oral requests of the Authorized Representatives. The Customer has the sole obligation to ensure that all Authorized Representatives keep the Keyword confidential and to notify the Bank immediately by telephone (with a follow up in writing) if there is reason to believe that the Keyword has been disclosed to any unauthorized person. In the event the Customer revokes the authority of an Authorized Representative or discovers that the Keyword may have been disclosed to any unauthorized person, the Customer also has the obligation of establishing a new Keyword and informing the Authorized Representatives of the new Keyword.

   Upon acceptance of the Authorized Representative's written or oral transfer instructions, the Bank will charge the Customer's Accounts after performing the security procedures set forth below; provided, however, that the Bank will take no action on instructions received after 2:55 p.m. ET (the Bank's internal processing cutoff). In executing the transfer instructions, the Bank is entitled to rely upon Account numbers of the beneficiary bank or intermediary bank rather than names.

2. **Security Procedures**. The Customer agrees to the use of the following security procedures to ensure the integrity of its transfer instructions:

   a) For written instructions, the Bank will confirm that the name of the person sending the instructions is listed as one of its Authorized Representatives and the Bank will compare the signature on the written request to its records. The Customer will also verify the Account number to confirm that the Authorized Representative has appropriate authority to transfer funds from that Account. When the written instruction is received via fax machine or, is in excess of certain dollar amounts, the Bank will confirm the request by contacting an Authorized Representative.

   b) Where the Customer has authorized oral instructions by designating a Keyword, the Bank will check the name of the person sending the instructions against its list of Authorized Representatives, and ask the Authorized Representative to give the Bank the Keyword (reflected on Schedule D). In circumstances where the Authorized Representative is unable to supply the Keyword, but indicates that the wire transfer is urgent and must be processed, the Customer agrees to send the Bank written wire transfer instructions and comply with security procedures as outlined in section 2.a) above.

3. **Liability**. The Bank will be responsible only for performing the services as expressly provided in this Agreement. The Bank will have no responsibility for losses or delays caused by unclear, incomplete, contradictory or duplicative instructions; errors or omissions of correspondent banks or other agents used to effect funds transfers; fire or other catastrophes; computer, mechanical or electrical failures or any circumstances beyond its control. The Bank will not be liable for any loss, liability or expense, which may result from the performance, delay or nonperformance of services unless caused by its willful misconduct. In the event of an error on the part of the Bank, its liability will be limited to correcting the error and restoring lost interest to the Account, if any. The Bank will not be responsible for special, incidental, compensatory or consequential damages or attorneys' fees that the Customer may incur, regardless of whether the Bank was made aware of the possibility of such damages. The Customer agrees to indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) incurred by the Bank in performing the services contemplated herein.

Agreed and Accepted:

Date: __/__/_____ By: _____

(*Customer's duly authorized Agent*)