



# Partner Member Application

and Certificate of Adoption of Subscription and Partner Member Resolution

## Required Information

Credit Union Name \_\_\_\_\_

R/T Number \_\_\_\_\_ Charter Number \_\_\_\_\_

Physical Address \_\_\_\_\_  
(City) (State) (Zip)

Mailing Address \_\_\_\_\_  
(City) (State) (Zip)

Main Phone Number \_\_\_\_\_ Fax \_\_\_\_\_

Website \_\_\_\_\_

CEO/Manager Name \_\_\_\_\_

CEO/Manager E-mail address \_\_\_\_\_

Tax ID Number \_\_\_\_\_

## Additional Required Information

Federal regulators suggest that financial institutions incorporate a number of principles into their business practices as part of a Bank Secrecy Act/Anti-Money Laundering compliance program. Our member due diligence efforts are designed to be in compliance with the Interagency Bank Secrecy Act/Anti-Money Laundering Examination Manual.

The Membership Officer of Corporate One approves this application for membership as of \_\_\_\_\_ (date).

Signed: (Membership Officer) \_\_\_\_\_



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## Subscription

Pursuant to the Partner Member Resolution set forth below, which has been certified by the Chair and Secretary of the credit union identified in this application (the "Credit Union"), the Credit Union hereby agrees to subscribe for and purchase an amount equal to the Subscription Price, as defined in the Partner Member Resolution set forth below, of Perpetual Contributed Capital ("PCC"), hereby makes application for Partner Membership in CORPORATE ONE FEDERAL CREDIT UNION ("Corporate One"), and hereby subscribes for at least one membership share (\$5.00) of Corporate One and agrees to comply with all of the rules and regulations of Corporate One which are applicable to the accounts and activities of the Credit Union. The Credit Union hereby acknowledges that the "Confidential Information Memorandum for Issuance of Perpetual Contributed Capital," dated January 1, 2018 (the "Information Memorandum"), and the Terms and Conditions of Perpetual Contributed Capital (collectively, the "Documents") were presented to the Credit Union's board of directors, and that the terms of the PCC are more fully described in the Documents. The Credit Union agrees to pay to Corporate One the Subscription Price upon execution and delivery of this Agreement.

In Witness of the foregoing, the Chair of the Board and Secretary of the Credit Union hereby certify that: (i) the Credit Union has carefully reviewed the Documents, including the risk factors set forth in the Information Memorandum (ii) the Board of Directors of the Credit Union has duly adopted the Partner Member Resolution set forth below, and such resolutions remain in full force and effect on the date hereof and have not been modified or rescinded, and (iii) they hereby, for and on behalf of the Credit Union, agree to subscribe for and purchase the PCC in the amount of the Subscription Price on the terms and conditions set forth above.

Certified as of \_\_\_\_\_ (date).

By: \_\_\_\_\_ (Print Chair or Secretary Name)

\_\_\_\_\_ (Chair or Secretary Signature)

## Partner Member Resolution

We certify that we are the duly elected Secretary and Chair of the Board of the Credit Union and that the following is a true and correct copy of a resolution adopted by the Board of Directors of the Credit Union at a meeting on \_\_\_\_\_ (date) at which a quorum was present, and that said resolution is recorded in the above-named Credit Union's minutes and is now in full force and effect and has not been amended or revoked, and that the Credit Union is authorized to take such action.

WHEREAS, all members of the Board of Directors (the "Board") of this Credit Union or other entity eligible to become a Partner Member of Corporate One have read and understand the "Confidential Information Memorandum for Issuance of Perpetual Contributed Capital," dated January 1, 2018 (the



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“Information Memorandum”) and the accompanying Terms and Conditions of Perpetual Contributed Capital, provided by Corporate One; and

WHEREAS, the Board wishes to authorize this Credit Union to subscribe for and to purchase Corporate One Federal Credit Union Perpetual Contributed Capital (“PCC”) in the amount specified below.

NOW, THEREFORE, BE IT RESOLVED, that this Credit Union shall subscribe to purchase \$\_\_\_\_\_ (Partner membership requires a member to invest 0.9% of its assets, capped at \$900,000. For purposes of this offering, the assets will be measured based on the most recent publicly available regulatory call report) of PCC (the “Subscription Price”), and be it further

RESOLVED, that, by and on behalf of this Credit Union, the Chair of the Board and Secretary are authorized to execute and deliver the Partner Membership Application and subscribe for the PCC; and be it further

RESOLVED, that the officers of this Credit Union are hereby authorized and directed, for and on behalf of this Credit Union: (i) to execute and deliver all other documents and instruments, in such form as such persons may deem necessary or advisable, in order to consummate the transactions contemplated hereunder; and (ii) to take any and all other actions which such persons deem necessary or advisable in order to carry out the intent and purposes of these resolutions.

RESOLVED, that the Board agrees to maintain in this Credit Union’s files the Information Memorandum and the Annual Notices of Terms and Conditions of the Perpetual Contributed Capital; and be it further

RESOLVED, that if it is accepted for membership in Corporate One, this Credit Union agrees to observe and comply with all of the rules and regulations of Corporate One that are applicable to the accounts and the activities of this Credit Union, including providing for the purchase of one prescribed membership share of \$5.00. Corporate One is authorized to rely on this resolution until notified in writing that it has been rescinded.