

(Note: An LLC is comprised of Member. A Partnership is comprised of General Partners and Limited Partners.)

Business Essentials Account Resolution
Limited Liability Companies (LLC), Partnerships and Limited Liability Partnerships (LLP)

Date _____

We the undersigned Managers {General Partners} and Members {Limited Partners} of:

("Company"){Firm}, located at _____

HEREBY CERTIFY that Company {Firm}, a Limited Liability Company formed pursuant to _____
(State of formation)

Law, is composed of the following Managers {General Partners}:

and the following Member(s) {Limited Partners}:

To induce you in your discretion to act and rely hereon and on the signature of any of the designated present or future Managers, {General Partners}, Members, (Limited Partners), employees or agents of Company {Firm} ('Authorized Person(s)'), we agree and certify on behalf of Company {Firm} as follows:

1. Capital Communications Federal Credit Union (the "You", "Your" or "Credit Union") is hereby designated as depository of Company {Firm}, and any Authorized Person is authorized to deposit or designate for deposit any funds of Company {Firm} in the Credit Union at any of its branches. The Credit Union may at any time refuse to accept and/or may return by ordinary mail or otherwise the whole or any part of a deposit.
2. The following duly appointed Authorized Person(s) _____

Signing _____
(For purposes of signing items, indicate for example, singly, any two, etc.)

and their successors are hereby authorized to sign, by hand or by facsimile (including, but not limited to, computer generated) signature(s), checks, drafts, acceptances and other instruments (hereinafter each collectively referred to as "Item(s)"). Notwithstanding the above, any Authorized Person is authorized singly to: (1) initiate Automated Clearing House ("ACH") debits without a signature; (2) initiate payments by use of Depository Transfer Checks ("DTC") without a signature other than the name of Company printed on the DTC; or (3) give instructions, by means other than the signing of an Item, with respect to any account transaction, including but not limited to the payment, transfer or withdrawal of funds by wire, computer, or other electronic means or otherwise of money, credits, Items or property at any time held by the Credit Union for account of Company {Firm} ("Instructions").

3. The Credit Union is hereby authorized to honor and pay Items, whether signed by hand or by facsimile (including, but not limited to, computer generated) signature(s). In the case of facsimile signatures, the Credit Union is authorized to pay any Item if the signature, regardless of how or by whom affixed and whether or not the form signature used on such Item was actually prepared by Company {Firm}, resembles the specimens filed with the Credit Union is further authorized to honor and pay DTCs, ACHs, Instructions and other orders given singly by any Authorized Persons including such as may bring about or increase an overdraft and such as may be payable to or for the benefit of any Authorized Person or other Manager {General Partner} or Member (Limited Partner) or employee individually, without inquiry as to the circumstances of issuance or the disposition of the proceeds thereof and without limit as to amount.

4. The Credit Union is hereby authorized to accept for deposit, for credit, or for collection, or otherwise, Items endorsed by any person or by stamp or other impression in the name or account number of Company {Firm} without inquiry as to the circumstances of the endorsement or the lack of endorsement or the disposition of the proceeds.

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5. Any one of the Authorized Person(s) of Company {Firm} is hereby authorized to secure from the Credit Union one or more account access cards (the "Card(s)") on behalf of Company {Firm} which may be used by any cardholder named by such Authorized Person(s) to initiate electronic fund transactions as described in the Card Agreement (the "Agreement") with respect to any and all such accounts of Company {Firm} as Company {Firm} or such Authorized Person(s) may designate, including without limitation, transfers from business credit line accounts. Such Authorized Person(s) is, and each of them hereby is, further authorized to execute and deliver in the name on behalf of this Company an Agreement and supporting documentation governing the issuance and use of such Cards with such changes, if any, as the Authorized Person(s) executing the same shall approve, and to otherwise conduct any business whatsoever relative to the account(s) and Cards as may be necessary or advisable in order to carry out the full intent and purposes of said Agreement and of these resolutions.

6. The following Authorized Persons _____

(Indicate by name those authorized to effect Loans, Advances, etc.)

of Company {Firm}, signing _____

(Indicate how notes, etc. are to be signed, for example, singly, any two, etc.)

are hereby authorized to effect loans and advances and obtain credit at any time for Company {Firm} from the Credit Union (and guarantee on behalf of Company {Firm} the obligations of others to the Credit Union), secured or unsecured, and for such loans and advances and credit and guarantees to make, execute and deliver promissory notes and other written obligations or evidence of indebtedness of Company {Firm}, instruments of guarantee and indemnity and any agreements or undertakings, general or specific, with respect any of the foregoing, and as security for the payment of loans, advances, indebtedness, guarantees and liabilities of, or credit given to, Company {Firm} or others to pledge, hypothecate, assign, transfer, grant liens and security interests in, give rights with respect to, endorse and deliver property of any description, real or personal, and any interest therein and evidence of any thereof at any time held by Company {Firm}, and to execute mortgages, deeds of trust or discount with, the Credit Union, commercial paper, bills receivable, accounts receivable, stocks, bonds or any other securities or property at any time held by Company {Firm}, and to that end to endorse, assign, transfer and deliver the same; to execute and deliver instruments or agreements of subordination and assignment satisfactory to the Credit Union and also to give any orders or consents for the delivery, sale, exchange or other disposition of any property or interest therein or evidence thereof belonging to company and at any time in the hands of the Credit Union, whether as collateral or otherwise; and to execute and deliver such other agreements, instruments and documents and to do such other acts and things as may be necessary or desirable or required by the Credit Union in connection with any of the foregoing and the Credit Union is hereby authorized to honor, accept and execute any of the transactions described above.

7. That all loans, discounts and advances heretofore obtained on behalf of Company {Firm} and all notes and other obligations or evidences thereof (the foregoing being referred to as an "Obligation") of Company {Firm} held by the Credit Union are hereby approved, ratified, and confirmed.

8. Company {Firm} does hereby give to the Credit Union a continuing lien for the amount of any and all liabilities and obligations of Company {Firm} to the Credit Union and claims of every nature and description of the Credit Union against Company {Firm}, whether now existing or hereafter incurred, originally contracted with the Credit Union and/or with another or others and now or hereafter owing to or acquired in any manner by the Credit Union, whether contracted by Company {Firm} alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or un-matured (all of which are hereafter collectively called "Obligations") upon any and all moneys, securities and any and all other property of Company {Firm} and the proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from the Credit Union, its correspondents or agents from or for Company {Firm}, whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into the possession of the Credit Union in any way.

9. In case of conflicting claims or disputes, or doubt on the Credit Union's part as to the validity, extent, modification, revocation or exercise of any of the authorities herein contained, the Credit Union may but need not recognize nor give any effect to any notice from any Manager {General Partner} or Member {Limited Partner} of Company {Firm}, or from any other person, purporting to cancel, restrict or change any or said authorities, or the exercise thereof, unless the Credit Union is required to do so by the judgement, decree or order of a court having jurisdiction of the subject matter and of the parties to such conflicting claims or disputes.

10. Company {Firm} agrees to be bound by the Terms and Conditions for Business Accounts and Services, currently in effect and as amended hereafter, as well as any signature card, deposit ticket, checkbook, passbook, statement of account, receipt, instrument, document or other agreements, such as, but not limited to, funds transfer agreements, delivered or made available to Company {Firm} from the Credit Union and by all notices posted at the office of the Credit Union at which the account of Company {Firm} is maintained, in each case with the same effect as if each and every term thereof were set forth an full herein and made a part hereof.

11. Subject to paragraph 9 above, the foregoing authorities shall remain in full force and effect until revoked or limited by written notice to the Credit Union provided that such notice shall not be effective with respect to any exercise of said authorities until the Credit Union shall have a reasonable opportunity to act thereon and in no event prior to the receipt or the payment of money or the withdrawal of funds dated on or prior to the date of such notice, but presented to the Credit Union after receipt of such notice and the Credit Union is hereby authorized at all times to rely upon the last notice, certification or communication received by it as to the persons who from time to time may be signatories of Company {Firm}, or as to their respective specimen signatories and/or as to any other Company {Firm} matters, and the Credit Union shall be held harmless in such reliance.

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12. The Managers {General Partners} and Members {Limited Partners} of Company {Firm}, and Authorized Persons, or any one or more of them are hereby authorized to act for Company {Firm} in all other matters and transactions relating to any of its business with the Credit Union including, but not limited to, the execution and delivery of any agreements or contracts necessary to effect the foregoing Resolutions.

13. Company {Firm} hereby represents and warrants that none of the authorities herein contained are contrary to or inconsistent with any other agreements among Members {General and Limited Partners} of Company {Firm}, or between Company {Firm} and other parties.

14. The Credit Union is hereby released from any liability and shall be indemnified against any loss, liability or expense arising from honoring this Agreement.

15. The signature(s) below is/are the authentic signature(s) of the Manager(s) {General Partners}, if Company is manager-managed, or that of a Member {Limited Partner} if Company {Firm} is member-managed.

NOTE:

IN CASE THE MANAGER OR MEMBER IS AUTHORIZED TO SIGN BY THE ABOVE PROVISIONS, THIS AGREEMENT SHOULD BE SIGNED BY A SECOND MANAGER OR MEMBER.

Very truly yours,

Name of Company {Firm}

Address

By: _____

Title: _____
(Manager {General Partner} or Member)

By: _____

Title: _____
(Manager or Member {Limited Partner})

By: _____

Title: _____
(Manager {General Partner} or Member)

By: _____

Title: _____
(Manager or Member {Limited Partner})

By: _____

Title: _____
(Manager {General Partner} or Member)

By: _____

Title: _____
(Manager or Member {Limited Partner})

By: _____

Title: _____
(Manager {General Partner} or Member)

By: _____

Title: _____
(Manager or Member {Limited Partner})

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ADDITIONAL PARAGRAPHS THAT SHOULD BE ADDED TO PARTNERSHIP ACCOUNT RESOLUTIONS

(Note: This provision ensures that Partners continue to be liable for the obligations of the Partnership, even if the Partnership expires.)

In case there shall at any time or times occur any change in personnel of the Firm or any successor Firm or any dissolution or termination of Firm or any successor Firm, whether by expiration of any partnership agreement, by death or resignation of any partner, or otherwise, each of us individually and our respective heirs, executors, administrators and legal representatives and Firm as well as any successor firm shall be and remain liable for all obligations of Firm or of any predecessor of successor firm, notwithstanding any alterations in the term of any obligations or any renewal thereof, and notwithstanding your recognition or acceptance of any firm as successor or any course of dealing with any successor firm.

(Note: This provision ensures that the Partners are joint and severally liable for the obligations of the Partnership, along with the granting of a continuing lien on any Partnership assets held by the credit Union, including funds in transit.)

Each of the General Partners of Firm shall be severally and personally liable for any and all liabilities and obligations or Firm to the Credit Union and claims of every nature and description of the Credit Union against Firm, whether now existing or hereafter incurred, originally contracted with the Credit Union and/or with another or others and now or hereafter owing to or acquired in any manner by the Credit Union, whether contracted by Firm alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or un-matured (all of which are hereafter collectively call "Obligations"). Firm and each of the General Partners of Firm do hereby give to the Credit Union a continuing lien for the amount of all such Obligations upon any and all moneys, securities and any and all other property of Firm and each of said General Partners and that proceeds thereof, now or hereafter actually or constructively held or received by or in transit in any manner to or from the Credit Union, its correspondents or agents from or for Firm and each of said General Partners, whether for safekeeping custody, pledge, transmission, collection or otherwise coming into the possession of the Credit Union in any way, or placed in any safe deposit box leased by the Credit Union to Firm or any General Partner. The Credit Union shall also have a right of set-off for the amount of the Obligations, and the Credit Union may at any time or times and without notice apply Firm's deposits (general or special), Firm's credits with the Credit Union, or Firm's claims against the Credit Union, or any parts thereof, to such Obligations and in such amounts as the Credit Union may elect, although said Obligations may be contingent or Un matured and whether any collateral there-for is deemed adequate or not.