



Partnership Resolution of Authority

Partnership Name (the "Partnership"): _____

Address (the "Partnership Address"): _____

Date of Unanimous Written Consent (the "Consent Date"): _____

We, the undersigned, all of the general partners of the Partnership, a partnership conducting business at the Partnership Address, hereby certify to Alpine Capital Bank (the "Bank") that by the unanimous written consent of the general partners dated the Consent Date, the following resolution was duly adopted and is now in full force and effect and has not been amended or rescinded.

BE IT RESOLVED, THAT:

1. The Bank is hereby designated as a depository for the funds of the Partnership, and the partners, employees, and agents of the Partnership each are hereby authorized to deposit any of the funds of the Partnership in an account or accounts in the name of the Partnership to be opened and maintained at the Bank (the "Accounts"). The Bank is hereby authorized to pay, cash, or otherwise honor and charge to the Partnership any and all checks, drafts, notes and acceptances and other instruments, items, and orders for the payment or withdrawal of monies, credits, items, and property at anytime held by the Bank in the Accounts, including those which may cause an overdraft, when made, signed, drawn, accepted or endorsed on behalf of the Partnership by any person or persons acting as set forth in the second (2nd) clause of this Resolution of Authority without limit as to amount and without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing person, or payable to the Bank or other for such person's own account, or tendered in payment of such person's individual obligation and whether drawn against the Accounts as such, and, at the option of the Bank, even if the Accounts shall not be in credit to the full amount of such instrument, item, order, or charge. The Bank is hereby authorized to honor, at its discretion, instruction received from authorized persons via telephone or facsimile, electronically or orally.
2. Any person listed below (subject to any restrictions indicated in this Resolution of Authority) is authorized to:
 - a) Open the Accounts which may be any deposit, checking, or other type of account the Bank offers.
 - b) Draw checks, notes, drafts, orders, and other instruments for the payment of money on the Accounts, and withdraw funds on deposit with the Bank.
 - c) Borrow money and obtain credit for the Partnership from the Bank on any terms, and make and deliver notes, drafts, applications for letters of credit, instruments of guarantee, agreements or undertakings and any other obligation of the Partnership in form satisfactory to the Bank, and as security therefore, grant a security interest in, and assign, pledge, deliver, create any lien or encumbrance upon, withdraw, exchange, or substitute instruments, stocks, bonds, other securities, mortgages, accounts receivable, commercial paper, bills of lading, warehouse receipts, other documents of title, goods, insurance policies, certificates, general intangibles, and any other property held by or belonging to the Partnership, with full authority to endorse, assign or guarantee the same in the name of the Partnership; execute and deliver security agreements and all instruments of assignment, transfer, hypothecation, powers of attorney, mortgage, pledge and trust; discount any bills receivable or other instruments or commercial paper held by the Partnership with full authority to endorse the same in the name of the Partnership; subordinate and assign any obligations and debts owed to the Partnership by others, and in connection therewith, withdraw from the Bank and give receipt for, or authorize the Bank to deliver to bearer or one or more designated persons, all or any instruments, documents, securities, or other property held by the Bank, whether held as collateral, for safekeeping, or for any other purpose; give any instructions to the Bank for the purchase, receipt, sale, delivery, exchange, or other disposition of any stocks, bonds, or other securities and foreign exchange or the proceeds thereof; and execute and deliver all instruments, agreements or documents required by the Bank in connection with the foregoing matters.
 - d) Execute and deliver an electronic funds transfer agreement and make transfers or withdrawals by electronic transfer on behalf of the Partnership; obtain an access device (including, but not limited to, a card, code, or other means of access to the Accounts that may be used for the purpose of initiating electronic fund transfers [the Partnership agrees and acknowledges that neither the Electronic Funds Transfers Act (15 U.S.C. 1693 et seq.) nor Regulation E (12 C.F.R. Part 205) are applicable to any such access devices]).
 - e) Make any and all other contracts, agreements, stipulations, and orders which such person may deem advisable, from time to time, with the Bank, concerning funds deposited or withdrawn or any other business transacted by and between the Partnership and the Bank subject to any restrictions contained herein.

Please insert in the spaces below the NAMES of signing partners, employees, and other authorized persons, and indicate fully in what manner they are to sign.

Manner of Signing (i.e., singly, any two, jointly, etc.): _____

3. The Bank is hereby requested, authorized, and directed to accept for deposit to the Accounts for credit, or for collection, any and all instruments or items endorsed by any person or by hand stamped impression in the name of the Partnership, or without endorsement.

4. If due, in whole or in part, to any unauthorized act of any partner, employee or agent of the Partnership, the Bank makes unauthorized payments from the Accounts or otherwise suffers a loss, the loss shall be incurred by the Partnership and the Bank shall not be required to credit the Accounts. In addition, the Partnership hereby indemnifies and holds the Bank harmless for any and all losses, costs, damages, and/or expenses (including, but not limited to, attorneys' fees) which the Bank suffers or incurs in connection thereto. In a situation where the Bank has the duty to exercise ordinary care or meet reasonable commercial standards, that duty shall not exceed the obligation to recognize (i) forged signatures of authorized persons, (ii) alterations, and (iii) other defects provided that the aforementioned are readily apparent and recognizable on the face of the instrument by an ordinary bank teller.
5. The Partnership hereby requests, authorizes, and directs the Bank, at any and all times, to honor, treat as authorized, and charge the Partnership for all checks, drafts, and orders for the payment of money that are drawn upon the Bank, regardless of by whom or what means the facsimile signatures may have been affixed so long as they resemble the facsimile signatures filed with the Bank from time to time and contain the required number of signatures for this purpose.
6. All controversies and questions concerning the intent and legal effect of any of the provisions of this Resolution of Authority shall be governed by and construed under and in accordance with the laws of the State of New York.
7. Any and all transactions including, but not limited to, deposits, withdrawals, and borrowings, by and on behalf of the Partnership with the Bank prior to the adoption of this Resolution of Authority are, in all respects, hereby ratified, confirmed, approved, and adopted.
8. No dissolution, termination, merger, or other business reorganization of the Partnership, and no amendment or modification of this Resolution of Authority shall be effective to modify or terminate any rights or protections afforded to the Bank until written notice of such event is received by the Bank and the Bank has had reasonable time to act thereon, and the Partnership hereby agrees to indemnify and hold the Bank harmless from any and all losses suffered or liabilities incurred by the Bank in continuing to act in accordance with this Resolution of Authority. No such event shall affect the Bank's rights with respect to any matter arising prior to such rescission or modification becoming effective.
9. In case there shall at any time or times occur any change in personnel of the Partnership or any successor partnership, or any dissolution or termination of the Partnership or any successor partnership, whether by an event of dissolution pursuant to the Partnership agreement, or otherwise, each of us individually and our respective heirs, executors, administrators, and legal representatives and the Partnership as well, as any successor partnership, shall be and remain bound by and liable for all obligations of the Partnership or of any predecessor or successor partnership, notwithstanding any alterations in the terms of any obligations or any renewal thereof, and notwithstanding the Bank's recognition or acceptance of any partnership as successor or any course of dealings with any successor partnership. Notwithstanding any change in personnel or any such dissolution or termination, or any modification, or termination, or any modification or termination of the power or authority of any present or future partner or agent of the Partnership or any successor partnership, each of the general partners individually, and their respective heirs, executors, administrators, and legal representatives, and the Partnership as well as any successor partnership shall be and shall remain bound and liable for all action taken by any such partner or agent prior to the Bank's receipt of written notice, signed by one of the general partners, advising the Bank of such change, dissolution, termination, or modification; and shall indemnify you against loss liability and expense arising from any reliance by the Bank on any such action; provided, however, that the termination of the power or authority of any partner or agent shall not limit or restrict the authority of any other partner or agent.

The word "partnership", as used in this agreement, shall include not only the Partnership but also the partners thereof individually.

We further certify that none of the authorities contained herein are contrary to or inconsistent with any other agreements among the undersigned, or between the Partnership and other parties.

IN WITNESS WHEREOF, we have hereunto set our hand as general partners of the Partnership and certify that the signatures below are the authentic signatures of all of the general partners comprising the Partnership. Any general partner is authorized to certify the names of those partners or other signatories of the Partnership having signing authority pursuant to this Resolution of Authority, to amend or to change those signatories having signing authority, and to certify the specimen signatures of those who have signing authority under this Resolution of Authority. The Bank may conclusively assume that persons at any time certified to be signatories of the Partnership continue as such until receipt by the Bank of written notice to the contrary, and the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, or growing out of, honoring the signature of any person so certified, or by refusing to honor any signature not so certified. We further acknowledge, on behalf of the Partnership, that the foregoing Resolution of Authority also constitutes an agreement by and between the Partnership and the Bank with respect to the matters herein set forth.

By _____ residing at _____
 General Partner

By _____ residing at _____
 General Partner

By _____ residing at _____
 General Partner

By _____ residing at _____
 General Partner