



## Limited Liability Company Resolution of Authority

Limited Liability Company Name (the “Business”): \_\_\_\_\_

State of Organization (the “Organization State”): \_\_\_\_\_

Date of Meeting or Unanimous Written Consent (the “Resolution Date”): \_\_\_\_\_

We, the undersigned, all of the Member/Managers or Managers of the Business, a limited liability company duly organized under the laws of the Organization State, hereby certify to Alpine Capital Bank (the “Bank”) that at a meeting of the Member/Managers or Managers of the Business, duly called and held on the Resolution Date, all Member/Managers or Managers being present throughout, or by the unanimous written consent of the all of the Member/Managers or Managers dated the Resolution Date, the following resolution was duly adopted and is now in full force and effect and has not been amended or rescinded.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 Business, and the Member/Managers, Managers, officers, and agents of the Business each are hereby authorized to deposit any of the funds of the Business in an account or accounts in the name of the Business 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 Business 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 Business by any person or persons acting as set forth in the second (2<sup>nd</sup>) 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, instructions 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 Business 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 Business 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 Business, with full authority to endorse, assign or guarantee the same in the name of the Business; 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 Business with full authority to endorse the same in the name of the Business; subordinate and assign any obligations and debts owed to the Business 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; 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 Business; 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 Business agrees and acknowledge 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 they may deem advisable, from time to time, with the Bank, concerning funds deposited or withdrawn or any other business transacted by and between the Business and the Bank subject to any restrictions contained herein.

Please insert in the spaces below the names of signing Member/Managers, Managers, officers, 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 Business hereby requests, authorizes, and directs the Bank, at any and all times, to honor, treat as authorized, and charge the Business 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.
4. 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 Business, or without endorsement.
5. If due, in whole or in part, to any unauthorized act of a Member/Manager, Manager, officer, employee, authorized signor, or agent of the Business, the Bank makes unauthorized payments from the Accounts or otherwise suffers a loss, the loss shall be incurred by the Business and the Bank shall not be required to credit the Accounts. In addition, the Business 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.
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 Business 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 Business, 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 Business 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.

We further certify that there is no provision in the Business's Articles of Organization or Operating Agreement limiting the powers of the Member/Managers or Managers to pass this Resolution of Authority.

**IN WITNESS WHEREOF**, we have hereunto set our hand as Member/Managers or Managers of the Business and certify that we are all of the Member/Managers or Managers of the Business as of the Resolution Date, and that we shall from time to time hereafter, as changes in the identity of such are made, immediately report, furnish, and certify such changes to the Bank and shall submit to the Bank a new Account signature card reflecting such changes in order to make such changes effective and the Bank shall be fully protected in relying on such certifications and shall be indemnified and held harmless from any claims, demands, expenses, losses, or damages resulting from, or growing out of, honoring the signature of any Member/Manager or Manager so certified, or by refusing to honor any signature not so certified; and we further acknowledge, on behalf of the Business, that the foregoing Resolution of Authority also constitutes an agreement by and between the Business and the Bank with respect to the matters herein set forth.

**Member/Managers**

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**Managers**

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