RESOLUTION OF LIMITED LIABILITY

Authority to Open Account(s) to Deposit and Withdraw Funds

| TO: (Name of the Financial Institution) | FROM: (Name/Address of the Limited Liability Company) |
|---|---|
| Liberty Bay Credit Union 3 0 0 Granite Street Braintree, MA 02184-4999 | |
| \mathbf{V} , where the second sec | |

Words or phrases preceded by a igsqcup are applicable only if they have an igsqcup in the box.

□ The entire management □ All of the Members of the above described Limited Liability Company ("Company"), validly organized and operating as required by law, certify to the above named Financial Institution ("Financial Institution") that the following is a true and complete copy of a resolution duly adopted at a meeting of

all of the Members of the Company ("Managers").

IT IS RESOLVED THAT:

This Resolution is permitted and in accordance with the Company's articles or Certificate of Organization and operating agreements;

The Financial Institution may rely upon our certification as to our authority to execute this Resolution and make the representations in this Resolution;

All Managers or Members of this Company whose names and signatures appear below, and any agent(s) also named, are authorized for and on behalf of this Company to open and maintain a depository account(s) of the Company with the Financial Institution, subject to the terms and conditions specified in the applicable Account Agreement(s), to endorse and deposit with the Financial Institution negotiable instruments or other orders for the payment of money, which endorsements may be made in writing or by stamp and without the designation of the person endorsing, and to open;

All Managers or Members named whose signatures appear below and agent(s) also named, are authorized for and on behalf of the Company to sign checks and orders for the payment of money withdrawing funds from a depository account(s) regardless of whether such action will create or increase an overdraft of the involved account (payment or nonpayment of an item which would create an overdraft of the involved account shall be at the sole discretion of the Financial Institution);

All Managers or Members named whose signatures appear below and any agent(s) also named, can endorse for negotiation, negotiate, and receive the proceeds of any negotiable instruments or orders for the payment of money payable to or belonging to the Company, can approve, endorse, guarantee and identify the endorsement of any payee or endorser of any checks or drafts whether drawn by the Company or anyone else and can guarantee the payment of any checks or drafts, and can delegate to others authority to identify, endorse, approve and guarantee the endorsement of any payee or endorser of any such checks or drafts and to guarantee the payment of any checks or drafts;

Unless specifically designated, each Manager or member named whose signature appears below may sign without the other(s); and

Account #_____

Further, this Resolution is continued on Page 2 of this document and all of the power and authority granted are incorporated in this Resolution.

THIS RESOLUTION APPLIES TO:

(Indicate with an X which one(s) apply)

□ ALL ACCOUNTS

SPECIFIC ACCOUNT NUMBER(S):

Account # _____

DATE OF RESOLUTION:

| | MANAGERS / MEMBERS / AGENTS | | | | |
|---|-----------------------------|--|--|--|--|
| NAME & TITLE | SIGNATURE | NO. OF NECESSARY COUNTER SIGNATURES | | | |
| | x | | | | |
| | x | | | | |
| | x | | | | |
| | x | | | | |
| SIGNATURE CERTIFICATION | | | | | |
| I certify that the foregoing are titles, names, and genuine signatures of the present Managers, Members and Agents of this Company authorized by the above Resolution. IN WITNESS WHEREOF, I have subscribed my name on the date shown below. | | | | | |
| XSignature | | | | | |
| Title: | | | | | |

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That the Company certifies to the Financial Institution named on page 1 that;

All items deposited with prior endorsements are guaranteed by the Company;

All items not clearly endorsed by the Company may be returned to the Company by the Financial Institution or, alternatively, the Financial Institution is granted a power of attorney in relation to any such item to endorse any such item on behalf of the Company in order to facilitate collection;

The Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument or other order for the payment of money which is not properly endorsed;

The Financial Institution is directed and authorized to act upon and honor any withdrawal instructions issued and to honor, pay and charge to any depository account(s) of the Company, all checks or orders for the payment of money so drawn when signed consistent with this Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the check or order for the payment of money involved, whether such checks or orders for the payment of money are payable to the order of, or endorsed or negotiated by any named Manager or Member signing them or any Manager or Member in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation of any Manager or Member signing them or of any other Manager or Member on to;

The Financial Institution is requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in the Company's name, including those drawn to the individual order of any person(s) whose name(s) appear in any checks, drafts or other orders for the payment of money, as signer(s) of any checks, drafts or other orders for the payment of money, when bearing or purporting to bear the signature of all Managers or Members named whose signatures appear on page 1;

The Financial Institution shall be entitled to honor and charge the Company for all such checks, drafts or other orders regardless of by whom or by what means the facsimile signature(s) may have been affixed, or electronically communicated, if such facsimile, or electronically communicated, signature(s) resemble the specimens duly certified to or filed with the Financial Institution by any of the named Managers or members;

The Financial Institution shall be indemnified for any claims, expenses of losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified;

Notwithstanding any modification or termination of the power of any Manager or Member or other person to represent the Company, this Resolution shall remain in full force and bind the Company and its legal representatives, heirs and the Company's successors or assignees until written notice to the contrary signed by or on behalf of all of the Managers or all of the Members shall have been received by the Financial Institution and that receipt of such notice shall not affect any action taken by the Financial Institution prior to receipt of such notice in reliance on this Resolution; and

Notwithstanding any of the provisions of this Resolution, and the knowledge of the Financial Institution of the dissolution of the Company, the Financial Institution may continue to honor any remaining signature certified except as to such matters concerning which the Financial Institution shall have received notice signed by or on behalf of all of the Managers or all of the Members that the same are not in connection with the winding up of Company's affairs.

Additional comments or instructions:

| By initiating here, I acknowledge this is page 2 of 2 of the Resolution of | Company. | | | |
|--|----------|----------|----------|----------|
| | Initials | Initials | Initials | Initials |
| | | | | |
| Credit Union use only | | | | |

Date Received_

Branch ____

_ Representative Signature _