

RESOLUTION OF PARTNERSHIP

Authority to Open Account(s) to Deposit and Withdraw Funds For General and Limited Partnerships

TO: (Name/Address of the Financial Institution) Liberty Bay Credit Union 300 Granite Street Braintree, MA 02184-4999	FROM: (Name/Address of the Partnership)
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Words or phrases preceded by a are applicable only if they have an **X** in the box.

We, the undersigned partners of the above named Partnership, certify to the above named Financial Institution that: we are all of the General Partners of the Partnership; a Certificate of such Partnership has been duly filed as required by law; our execution of this Resolution is permitted and in accordance with the Partnership Agreement; and the Financial Institution may rely upon our certification as to our authority to execute this Resolution and to make the representations in this Resolution.

IT IS RESOLVED THAT:

All partners named, and any agent(s) also named, whose signatures appear below, are authorized for and on behalf of this Partnership, to open and maintain a depository account or accounts of this Partnership with the Financial Institution, to endorse and deposit with said Financial Institution negotiable instruments or other orders for the payment of money, which endorsements may be made in writing or by stamp and without designation of the person endorsing;

All partners named, and any agent(s) also named, whose signatures appear below, are authorized for and on behalf of the Partnership to sign checks and orders for the payment of money withdrawing funds from a depository account or accounts 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 partners named, and any agent(s) also named, whose signatures appear below, 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 Partnership, can approve, endorse, guarantee and identify the endorsement of any payee or any endorser of any checks or drafts whether drawn by the Partnership or anyone else and can guarantee the payment of any checks or drafts, and can delegate to others the authority to identify, endorse, approve and guarantee the endorsement of any payee or endorser on any such checks or drafts and to guarantee the payment of any such checks or drafts;

The Financial Institution is requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in this Partnership's name, including those drawn to the individual order of any person or persons whose name or names appear on the checks, drafts or other orders, as signer or signers of the checks, drafts or other orders, when bearing or purporting to bear the signature of all partners named whose signatures appear below;

The Financial Institution is authorized to honor facsimile and other non-manual signatures and may honor and charge the Partnership for all negotiable instruments, checks, drafts, and other orders for payment of money drawn in the name of the partnership, on its regular accounts including an order for electronic debit, whether by electronic tape or otherwise regardless of by whom or by what means the facsimile signature or other non-manual signature may have been affixed, or electronically communicated. If such facsimile signature resembles the specimen attached to this Resolution or filed with the Financial Institution, regardless of whether any misuse of a specimen or non-manual signature is with or without the negligence of the Partnership. The Specimen Facsimile Signature Exhibit attached is incorporated into and is an integral part of this Resolution. The Partnership indemnifies the Financial Institution for all claims, expenses, and losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified;

Unless specifically designated, each officer, employee or agent named whose signature appears below may sign without the other(s);

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 # _____ Account # _____

Date of Resolution of Partnership: _____

NAME & TITLE	SIGNATURE	NO. OF NECESSARY COUNTER SIGNATURES
	x	
	x	
	x	
	x	
	x	

IT IS FURTHER RESOLVED THAT.

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

All items not clearly endorsed by the Partnership may be returned to the Partnership 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 Partnership 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 or accounts of the Partnership, 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 the order for the payment of the money involved, whether such checks or orders for the payment of money are payable to the order of, or endorsed or negotiated by any partner or person signing them or any partner or person 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 partner or person signing them or of any other partner or person or not;

The Financial Institution shall be indemnified for any claims, expenses or 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 partner, or other person to represent the Partnership, this certification shall remain in full force and each of us individually and our legal representatives, heirs, or the Partnership's successors or assignees until written notice to the contrary signed by, or on behalf of, one of the partners 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 the Resolution, and the knowledge of the Financial Institution of the dissolution of the Partnership, the Financial Institution may continue to honor any remaining partner's signature certified except as to such matters concerning which the Financial Institution shall have received notice, signed by or on behalf of one of the partners that the same are not in connection with the winding up of the Partnership's affairs.

Additional comments or instructions:

By initialing here, I acknowledge this is page 2 of 2 of the Resolution of Partnership.

Initials Initials Initials Initials

Credit Union use only

Date Received _____ Branch _____ Representative Signature _____