



This Resolution and Agreement is submitted by \_\_\_\_\_
(hereinafter referred to as the "Customer") designating RBC Bank (Georgia), N.A. as a depository institution for the Customer.

[ ] If checked here, the Customer also operates under or is usually identified by a trade name, as follows:

The Customer is duly organized and operates as: \_\_\_\_\_

BE IT HEREBY RESOLVED, AUTHORIZED AND AGREED THAT RBC Bank (Georgia), N.A. (hereinafter "Bank") be, and it hereby is, designated as a depository institution for the funds of the Customer.

1. FURTHER RESOLVED, that any and all types of deposit accounts, including without limitation checking, savings, time, certificate receipts and certificates of deposit, and any other accounts may be opened in the Customer's name with the Bank in accordance with the applicable rules and regulations for such accounts.

2. FURTHER RESOLVED, that any one of the persons named below in this paragraph 2 (hereinafter referred to as each, an "Authorized Representative") is HEREBY AUTHORIZED, on behalf of the Customer and in its name or trade name, if applicable, to sign checks, drafts, notes, bills of exchange, acceptances, certificate receipts, certificates of deposit or other orders for the payment of money relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card; to endorse checks, notes, bills, certificate receipts, certificates of deposit or other instruments owned or held by the Customer for deposit with the Bank or for collection or discount by the Bank relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card; to accept drafts, acceptances and other instruments payable at the Bank; to place orders with the Bank for the purchase and sale of foreign currencies on behalf of the Customer; to deliver, cash, negotiate, obtain payment on or present any check, note, bill, draft or other instrument made or drawn to or endorsed by the Customer, and to waive presentment, demand, protest, notice of protest or notice of dishonor of any check, note, bill, draft or other instrument made or drawn to or endorsed by the Customer; to initiate or cause the initiation of electronic fund transfers through any access device (e.g., debit card, credit card, code) issued by the Bank or authorized by the Bank relating to any account(s) in the Customer's name for which they have also signed the deposit agreement and/or signature card.

THIS SECTION MUST BE COMPLETED (Please print or type.)

Table with 5 columns: Name of Authorized Representative, Title, Date of Birth (day/month/year), Identification Type (SIN, SSN, driver's license, passport), Identification #

3. FURTHER RESOLVED, that the Bank may cash checks, drafts or money orders payable to cash or to the Customer (regardless of any special or restrictive endorsement thereon) when endorsed by an Authorized Representative in his or her representative capacity.

4. FURTHER RESOLVED, that in connection with electronic fund transfers authorized in the foregoing resolutions, any Authorized Representative is authorized to execute an Electronic Funds Transfer Agreement, if required or otherwise requested by Bank, the terms of which are hereby incorporated by reference, by and between the Customer and the Bank. FURTHER RESOLVED, that in connection with electronic fund transfers, the Bank may from time to time (i) issue a debit card or other access device to any Authorized Representative, such debit card or other access device to be in the name of the Customer and have printed thereon the name of the Authorized Representative, (ii) designate an Authorized Representative as the person authorized to access any funds, redeem any points or other rewards which may be earned and pooled under the Customer's name from time to time as a result of electronic fund transfers through use of debit cards and other access devices issued by the Bank to Authorized Representative, and (iii) undertake or refrain from undertaking any and all other acts or actions with respect to electronic fund transfers authorized under the resolutions as the Bank may deem necessary or appropriate.

5. FURTHER RESOLVED, that any Authorized Representative is authorized to execute the Bank's Indemnity Agreement or other agreement required by the Bank to induce Bank to replace a lost check, instrument or security as described therein.

6. FURTHER RESOLVED, that the Bank is authorized to obtain information from ChexSystems or any other party concerning the Customer's previous banking deposit relationships, and the Bank may provide information to such services concerning the Customer's accounts with the Bank.

7. **FURTHER RESOLVED**, that this Resolution and Agreement, and each resolution herein, shall be continuing in nature and is within the scope and powers provided in the Customer's governing documents (whether they be articles of incorporation, by-laws, or other agreements or rules governing the Customer); that if any material change therein shall occur or if any change in ownership or organization of the Customer shall occur, or if there shall be a change in any Authorized Representative named above, the Secretary or an Assistant Secretary shall immediately certify such changes to the Bank by submission of a new Resolution and Agreement and deposit agreement and/or signature card for any account(s) thereby affected; that the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage, including, without limitation, reasonable attorney's fees, resulting from, or growing out of, honoring such certifications or refusing to honor any notice not properly certified; that receipt of such certification shall not affect any action taken by the Bank prior thereto in reliance on this Resolution and Agreement; and that in the event of any dispute pertaining to any account(s) of the Customer, the Bank's records shall govern.

8. **FURTHER RESOLVED**, that the Secretary or an Assistant Secretary be, and hereby is, authorized and directed to certify these resolutions to the Bank and further to certify that the provisions hereof are in conformity to the Customer's charter and by-laws.

**FOR CORPORATIONS ONLY**

I hereby certify to RBC Bank (Georgia), N.A. that I am the Secretary or an Assistant Secretary of the Customer named above in this Resolution and Agreement; that the above is a true copy of resolutions duly adopted by the Board of Directors of the Customer in accordance with procedures set forth in its Articles of Incorporation, Bylaws and other governing documents; and that such resolutions are in full force and effect and have not been amended or rescinded.

In witness whereof, I have hereunto set my hand and seal of the Corporation, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Secretary (SEAL)

[Corporate Seal]