

# Resolution of the Company

Limited Liability Company (the "Resolution")



\_\_\_\_\_  
Name of Entity (the "Company")

The Company is a limited liability company organized and existing under the laws of \_\_\_\_\_, and the following is a true and accurate copy of a resolution duly adopted by the (check box that applies)  
 Managers (if the Company is manager-managed)  Members (if the Company is member-managed) of the Company in accordance with the laws of the state of organization and the Operating Agreement.

WHEREAS, it is in the best interest of the Company to establish a membership in and depository relationship with West Community Credit Union ("Credit Union");

WHEREAS, the Company has considered the Business Account Terms set forth in the Business Account Agreement (the "Agreement"), which terms govern the accounts established at the Credit Union and which may be amended or modified from time to time by the Credit Union;

NOW, THEREFORE, BE IT RESOLVED that the Credit Union, be and it hereby is designated a depository in which the funds of the Company may, from time to time, subject to the rules, regulations, bylaws and policies of the Credit Union, which may be amended from time to time, be deposited;

FURTHER RESOLVED that the person(s) designated below is (are) designated as Authorized Person(s) to establish a depository relationship with the Credit Union on behalf of the Company and is (are) authorized to from time to time open one or more deposit account(s) of any type.

FURTHER RESOLVED that the Authorized Person(s) is (are) vested with all power and authority described for an Authorized Person in the Agreement and by signing below affirm and agree to all of the terms contained in the Agreement;

FURTHER RESOLVED that any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution, including but not limited to opening account(s) and depositing funds therein, are hereby ratified and approved.

Authorized Person(s) - Please provide a current driver's license for each signer.

The person(s) whose signature appears below agrees that: (i) he/she has read and understand the terms of this Resolution and the Agreement; (ii) the Credit Union may obtain a credit report and reports of check writing history from third parties; and (iii) disclose the results and contents of reports to the Company and its representatives.

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_
2. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_
3. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_
4. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_
5. Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

The undersigned further certifies that there is no provision in the Articles of Organization, as amended to date, or the Operating Agreement of the Company limiting the power of the undersigned to pass the foregoing resolution and that the same is in conformity with the provisions of said Articles of Organization and Operating Agreement.

The undersigned acknowledges receipt of the Agreement setting forth specific account terms. In the event that the terms of the Agreement and the Resolution conflict, this Resolution shall control. The undersigned have read and agreed to the terms of the Agreement, as well as the bylaws and policies of the Credit Union, and understand that they may be modified from time to time as therein provided without affecting this Resolution.

The undersigned further certifies that the following are the names and signatures of the present  Managers or  Members of said Company.

The authority contained herein shall not be affected by any dissolution, termination, or change in the ownership of the Company or any modification or termination of the powers of any members, managers, officers, agents or employees, but shall be and continue in full force and effect, and be binding upon the Company and its successors, unless and until revoked or modified by written notice duly signed, actually received by the Credit Union, provided that such notice shall not affect any action taken in reliance hereon prior to the receipt thereof and shall not, in any event, be effective until the Credit Union has had a reasonable time to act thereon after its receipt.

The undersigned further certifies that a true and correct copy of the Articles of Organization and all amendments thereto and the Operating Agreement and all amendments thereto for the Company are attached hereto as Exhibit A. The undersigned understand and agree that the Credit Union is not responsible for knowledge of the Articles of Organization.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Manager-Managed Company

Member-Managed Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title: Manager

Title: Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title: Manager

Title: Member

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

EXHIBIT A  
Articles of Organization  
And  
Operating Agreement

*[See Attached]*