

Account Number: _____

PARTNERSHIP CERTIFICATE OF AUTHORITY

Date: _____

I, the undersigned, hereby certify to Capital One (USA) N.A. and Capital One N.A., (here after Capital One) that I am a General Partner of _____, (the Partnership) a partnership duly organized and existing under the laws of the State of _____, and that the following is a true copy of resolutions duly adopted by the General Partners of the Partnership and said resolutions are in conformity with the Partnership Agreement of the Partnership and the names, titles and official signatures of the Partners of this Partnership set forth in the following copy of said resolutions are correct and accurate.

RESOLVED, that Capital One is hereby designated as the depository of the Partnership and that a deposit account be opened and maintained in the name of the Partnership for its own benefit and not as a broker or for or on behalf of any other party with Capital One.

FURTHER RESOLVED, that all checks, drafts, notes, acceptances or other orders for the payment of money from said account shall be signed by any one of the following Partners in the following manner:

Designated Officer Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and in addition to the above authorization to sign checks, any one of such Partners and all other agents and employees of the Partnership are hereby authorized to endorse all notes, drafts, checks, bills, certificates of deposit, or other instruments owned or held by the Partnership, for deposit in said account, or for collection by Capital One, and that any deposit or collection made with Capital One, may be by written or stamped endorsements of the Partnership without any designation of the person making such endorsement; and

FURTHER RESOLVED, that the Partner(s) listed above is/are hereby authorized, for and on behalf of this Partnership, to transact any and all business of this Partnership with or through Capital One, including by way of illustration but not in limitation of the aforesaid general authority, to borrow money, establish letters of credit, or obtain credit for this Partnership, and to make and deliver notes, secured or unsecured drafts, acceptances, agreements or obligations of this Partnership evidencing the indebtedness of this Partnership, and as security therefore he/she or they shall have full authority on behalf of this Partnership to pledge, assign, transfer, endorse, guarantee, hypothecate, sell, execute and deliver to Capital One any stocks, bonds, securities, bills and notes receivable, accounts receivable, bills of lading, warehouse receipts, insurance policies, certificates of deposit, other evidences of indebtedness, negotiable or otherwise, and any other property, of whatsoever nature held by or belonging to this Partnership, and in connection therewith he or they shall have full authority on behalf of this Partnership to execute and deliver to Capital One, any and all instruments of assignment, sale, transfer, guarantee, pledge, hypothecation, security agreements, financing statements, mortgages, deeds of trust, notes and any other contracts and agreements which may be required by Capital One, and he/she or they shall have full authority on behalf of this Partnership to discount any bills, notes or accounts receivable, or other commercial paper and instruments held or owned by this Partnership with full authority to endorse, transfer, sell, guarantee and deliver the same in the name of this Partnership.

FURTHER RESOLVED that these resolutions shall remain in full force and effect and Capital One may act pursuant thereto until the actual receipt by Capital One of a written notice purporting to be on behalf of the Partnership and purportedly signed by a General Partner of the Partnership notifying Capital One of any change, amendment or rescission of these resolutions and the receipt of such notice shall not affect any action or acts taken by the Partnership or Capital One prior thereto. In the event conflicting written notices are received by Capital One purporting to be on behalf of, and purportedly signed by a General Partner of, the Partnership growing out of or relating to any change, amendment or rescission of these resolutions, the Partnership expressly agrees and consents that Capital One, without owing any liability whatsoever to the Partnership, its agents, employees and stockholders, or any third parties, may, but is not required to, withhold, restrict and impound all or any part of the deposits, money or property of the Partnership in its hands and immediately thereafter may refuse to honor any and all demands for the payment of checks or other instruments drawn by the Partnership and subsequently presented to Capital One for payment, or for the withdrawal of any such deposits or monies and may subsequently file a suit in interpleader and the Partnership hereby declares to assent to the passing of an Order by the Court requiring the parties sending such written notices and the Partnership to interplead and litigate in such Court their several claims and rights among themselves; and

FURTHER RESOLVED, that any General Partner of the Partnership shall be and he/she is hereby authorized and directed to deliver and certify to Capital One a certified copy of these Resolutions and that the same are in conformity with the Partnership Agreement of the Partnership together with a certificate setting forth the names and certifying to the signatures of the present General Partners of the Partnership, and Capital One shall be free from liability and fully protected in relying on such certifications of such General Partner and shall be indemnified and saved harmless from any claims, demands, expenses, loss or damage resulting from, or growing out of, honoring the signature of any General Partner so certified, or refusing to honor any signature not so certified;

and

IN WITNESS WHEREOF, I have hereunto subscribed the name of the Partnership this _____ day

of _____, 20 _____ .

(Partnership Name)

By:

Date: