

## COLLECTIVE BANKING RESOLUTIONS: Master Resolutions

### PART A: General

#### 1. Client Information:

a. **Name of Client ("Client"):** TOWN OF LAKE PARK

b. **Trade name(s) / DBA if applicable:**

c. **Type of Organization<sup>1</sup>:** Client is a municipality organized under the laws of Florida ("Jurisdiction of Formation").

d. **Client Taxpayer ID (United States) / CA Business Number (Canada):** 59-6000355

2. **Execution and Delivery by a Common Signer on behalf of Multiple Entities:** A "Common Signer" is a signer that is appointed and authorized (in the same capacity), by multiple entities that share Common Ownership, to either: (i) be authorized to legally bind that entity to the representations in the subject document; or (ii) record and maintain the legally binding books and records of the entity. For the ease of doing business, in the event multiple entities have appointed the same Common Signer, that Common Signer may take the following actions: (i) insert the name of the lead Client or the Client Group and "See the Attached List of Clients" in line 1(a) of this Part A; (ii) attach a list of Entities for which the signer is a Common Signer ("**Client List**"), and including on such list all of the information required to complete Part A (1) under this Master Resolution; (iii) execute any one or more of this Master Resolution, Supplemental Resolutions, Schedules, and Attachments (collectively the "**Collective Banking Resolutions**"), whereby it shall be deemed that the document(s) shall have been executed by the Common Signer on behalf of each entity, as if such entity was the only entity listed in Section 1 of Part A above, and the representations therein shall be binding on such entity. The Common Signer shall ensure that the Collective Banking Resolutions and any related documents that it executes on behalf of any such entity shall be recorded in the business records of such entity. Entities listed on the Client List may enter into relationships with the PNC Group directly through separate agreements, or under collective agreements with the PNC Group.

3. **Representation of Signer(s):** The undersigned certifies, states, attests, and affirms that as to each entity listed as a Client:

- they are duly authorized and tasked by each entity to record and maintain the legally binding books and records of that entity, including but not limited to the contents of the Collective Banking Resolutions and can legally bind the entity to the same;
- that each statement herein has been made, ratified and adopted by each entity, for itself;
- the contents of this document are a true and correct statement of facts about each entity and each of the Resolutions below have been adopted by the governing body of each entity, in accordance with its own governing documents and applicable law; and
- The whole Collective Banking Resolutions, and each individual part thereof, are legally binding representations made by each entity listed as a Client to The PNC Financial Services Group, Inc, including all of its subsidiaries and affiliated entities (each being a "**PNC Entity**"), including but not limited to PNC Bank, National Association, and to PNC Bank Canada Branch<sup>2</sup>, (collectively "**Bank**"), (all of the foregoing, collectively being referred to as the "**PNC Group**").
- the Collective Banking Resolutions may be electronically executed and delivered to PNC Group under the Client's governing documents and applicable law.

4. The definition of "**Common Ownership**" as used herein, with regard to any entities, shall mean the following: (i) an entity that, directly or indirectly, controls or owns fifty-one percent (51%) or more of the other entity; (ii) fifty-one percent (51%) or more of an entity is, directly or indirectly, controlled or owned by the other entity; or (iii) any entities where the same parties, directly or indirectly, control or own at least fifty-one percent (51%) of the voting interest in each entity.

### PART B: RESOLUTIONS

The following Resolutions have been duly adopted, and entered upon the regular minute books of the Client, made in accordance with the governing documents of the Client, applicable and governing laws, and are now in full force and effect:

<sup>1</sup>**Choose only one of the following:** (i) Corporation; (ii) Partnership; (iii) Unincorporated Association; (iv) Limited Liability Company; (v) Manager Managed LLC; (vi) Member Managed LLC; (vii) Single Member LLC; (viii) Sole Proprietorship; (ix) Public Entity or Government. *If the Client is a different entity type, please contact your PNC Entity Relationship Manager.*

<sup>2</sup>PNC Bank Canada Branch is a branch of PNC Bank, N.A.



1. **Purpose.** These Resolutions are to provide the PNC Group with clarity regarding what has been authorized by the Client regarding management of banking and financial activities the Client is undertaking with any member of the PNC Group, as set forth more particularly herein or in any schedule or attachment hereto, which may include banking, depository, treasury management, merchant services, obtaining extension of credit or loans, and investment activities (individually, a “**Financial Activity**” and collectively “**Financial Activities**”).

2. **Integration of Supplemental Resolutions, Schedules and Attachments.** The Client authorizes the expansion, reduction, or modification of what is authorized for any particular Financial Activities by providing the PNC Group with supplemental resolution schedules (each being a “**Supplemental Resolution**”). Supplemental Resolutions may be executed subsequently to the Master Resolutions and will be incorporated into the Collective Banking Resolutions in accordance with this section. Additional documentation in the form of attachments or schedules may be provided to the PNC Group, which provide more explicit detail regarding the general statements and authorities regarding Financial Activities set forth in the Collective Banking Resolutions (“**Supplemental Documentation**”). Client acknowledges and understands that Supplemental Documentation must be in a form acceptable to the Bank. Supplemental Documentation and signed Supplemental Resolutions shall be binding upon the Client, considered a part of the Collective Banking Resolutions, and will be effective after a reasonable amount of time to act on the same has elapsed, subsequent to delivery and actual acceptance of the documentation by the applicable PNC Entity. It is understood and agreed that the PNC Group may refuse or reject any Supplemental Documentation or Supplemental Resolution that it is unable or unwilling to comply with, or that is in a form that is not acceptable to the PNC Group or any applicable PNC Entity.

3. **Sharing of Master Resolutions and Information.** The Collective Banking Resolutions, or any part thereof, and any related information or documentation provided by the Client to a PNC Entity may be shared with other members of the PNC Group for the purpose of furthering the relationship with the Client and the PNC Group.

4. **Execution and Delivery of Collective Banking Resolutions and Related Documents.** The Collective Banking Resolutions and any related agreements or documentation may, at the option of the PNC Group, be electronically executed and delivered, or manually executed and delivered on paper. Each of the undersigned or individuals designated herein are authorized to use electronic records and electronic signatures to execute and deliver the Collective Banking Resolutions and any related agreements or documentation. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, manually signed Collective Banking Resolutions and any related agreements or documentation that have been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention by the PNC Group (any such signature method being referred to herein as a “**Signature Method**”).

**In consideration of the PNC Group accepting documents with a Signature Method, to the extent legally permissible, the Client irrevocably indemnifies and holds the PNC Entities accepting documentation or instructions executed by Signature Method, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the reliance of that PNC Entity on the Signature Method or this Resolution regarding Signature Methods. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.**

5. **Requests Made by Telephone, E-mail, Automated Platform or Other Means.** Each PNC Entity is authorized, in its sole discretion, to take any action authorized hereunder, and to share information about the Client in the possession of the PNC Group, based upon any communication the PNC Entity has a commercially reasonable belief to be from an Authorized Individual, as defined below, or any other person reasonably believed to have been authorized to act by an Authorized Individual, including but not limited to communications made by telephone, facsimile, electronic mail, SWIFT message, secure on-line messenger, through any automated platform or electronic service provided by the PNC Group, including the Bank's PINACLE® system or Dealer Access System, in accordance with the applicable security procedures therefor, or via any other means of transmission or communication.

6. **Copies of Resolutions and Governing Documents.**

a. A copy of the Collective Banking Resolutions shall be delivered to the PNC Entity being engaged by the Client and the PNC Entity shall be entitled to rely on the authority vested in the persons specified in the Collective Banking Resolutions, which shall remain in full force and effect until a copy of a subsequent resolution revoking or modifying the Collective Banking Resolutions has been filed with a member of the PNC Group and the applicable PNC Entity has had a reasonable time to act on it. The Collective Banking Resolutions supersede any prior resolution of Client provided to the PNC Entity addressing the same subject matter.

b. Copies of any organizational or other documents, including but not limited to the articles or certificate of incorporation, the by-laws or regulations, the operating agreement, or other organizational documents of the Client, that the Client may deliver to a PNC Entity, shall be, true, complete and correct copies thereof with all amendments thereto as in effect on the date of such delivery, which any PNC Entity shall be entitled to rely on.



7. **Related Entities:** Now or in the future, an entity or entities that are under Common Ownership with the Client, but do not share a Common Signer with the Client (each being a “**Related Entity**” and collectively “**Related Entities**”), may appoint and empower the Client to manage their banking relationships and Financial Activities. To make such appointment, each Related Entity would execute and deliver to the PNC Group a specialized resolution joining and binding the Related Entity to the Collective Banking Resolutions (“**Joinder Resolution**”). Such appointment would permit individuals authorized to act on behalf of the Client to also act on behalf of the related entities and legally bind those related entities regarding Financial Activities. The relationship of the Related Entity(ies) with the PNC Group may be documented under agreements that are separate or joint with the Client. Before such appointment becomes binding, the Client must first accept the appointment and responsibility granted by the Related Entity under the Joinder Resolution by updating the Client list to include the Related Entities and clearly identify them as being added by Joinder Resolution. The Joinder Resolution(s) will become part of the Collective Banking Resolutions at such time as the Client updates the Client List to include the Related Entity(ies), which shall confirm the Client has accepted the appointment.

In consideration of the PNC Group accepting, in its discretion, the ability of the Client to act on behalf of a Related Entity, and accept Joinder Resolutions, if and when presented, and the related assertions that the Collective Banking Resolutions apply to the Related Entity(ies), the Client, to the extent legally permissible, irrevocably indemnifies, defends, and holds the PNC Group, PNC Entities, and their respective agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from (i) any claims or actions related to an assertion (or the reliance thereon by a PNC Entity) that the Client or a party authorized to act under the Collective Banking Resolutions was not authorized to act on behalf of, or legally bind, any Related Entity; and (ii) any representations made by the Client on behalf of any Related Entity. For the avoidance of doubt, unless expressly stated otherwise, nothing in the Collective Banking Resolutions shall be construed or interpreted as a governmental or sovereign Client waiving sovereign immunity it may have, nor shall it be deemed to have waived or denied any remedy or defense available to it under the laws of its Jurisdiction of Formation.

## PART C: AUTHORIZATION OF INDIVIDUALS

### 1. **Incumbency and Grant of Authorizations and Powers:**

a. **Primary Authorized Individual(s):** The following individual(s) shall be authorized, without further approval of the Client, to: (i) undertake, modify and terminate any Financial Activity; (ii) execute, modify and terminate any Supplemental Resolutions; (iii) add and remove Related Entities participating in the Collective Banking Resolutions; (iv) accept, execute and/or deliver, any such agreements, instruments and documents as may be required to facilitate or restrict any Financial Activity and the relationship with the PNC Group. Any such Primary Authorized Individual shall be deemed an Authorized Individual able to execute any documentation for the entire relationship between the Client and the PNC Group. Any Primary Authorized Individuals shall also be deemed to be Authorized Individuals under any Supplemental Resolution regardless of whether they are listed on the Supplemental Resolution. The Primary Authorized Individual(s), their respective titles, and signature with the Client are as follows (The Client may at any time update, replace, or supplement the Primary Authorized Individuals or any Authorized Individuals by executing a Supplemental to Part C attachment that can be provided to the client).

	Printed Name	Printed Title	Signature
i)	Roger Michaud	Mayor	
ii)	Michael Hensley	Vice Mayor	
iii)	Judith Thomas	Commissioner	
iv)	John Linden	Commissioner	
v)	Michael O'Rourke	Commissioner	
vi)			
vii)			
viii)			



b. Each Supplemental Resolution contains a list of individuals that hold the office, title or status with the Client listed next to their name (each of the foregoing along with each of the Primary Authorized Individuals being an “**Authorized Individual**”). **With regard to the subject matter of the particular Supplemental Resolution only**, each Authorized Individual shall have the following authorities and powers: (i) any powers and authority granted generally to Authorized Individuals in the Master Resolutions; (ii) the ability to delegate and revoke any authority they have to others; (iii) add, remove, or update any signers or approvers for transaction; (iv) add or remove Authorized Individuals within the same Supplemental Resolution; and (v) accept, execute and/or deliver, any such agreements, instruments and documents as may be required by a PNC Entity, in its sole discretion, in connection with any transactions, including but not limited to the furnishing of any services for which the Authorized Individual is empowered collectively under the Collective Banking Resolutions. **The execution of a Supplemental Resolution by the Secretary of the Client, a Primary Authorized Individual, or an Authorized Individual under the previous version of the same Supplemental Resolution shall be conclusive proof that the Client has authorized the activities and appointments set forth in that Supplemental Resolution. A Supplemental Resolution may be executed simultaneously with the Master Resolution or at any time after execution of the Master Resolution.** A PNC Entity may require further documentation regarding the foregoing actions, which the Client shall supply upon request.

2. **SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE INTERNAL REQUIREMENTS OF THE CLIENT AND NOT ENFORCEABLE AGAINST THE PNC GROUP: CLIENT ACKNOWLEDGES, REPRESENTS AND AFFIRMS IT IS SOLELY RESPONSIBLE FOR, AND IT UNDERSTANDS THE BANK CANNOT AND WILL NOT ENFORCE, NOR SHALL BANK BE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY SPECIAL OR COMPLEX SIGNING INSTRUCTIONS OR REQUIREMENTS IMPOSED BY CLIENT IN ANY RESOLUTION ON PRIMARY AUTHORIZED INDIVIDUALS, INDIVIDUALS AUTHORIZED TO PERFORM ELECTRONIC TRANSACTIONS, AUTHORIZED SIGNERS, OR ANY OTHER INSTANCE, INCLUDING BUT NOT LIMITED TO INSTRUCTIONS REQUIRING DUAL SIGNING REQUIREMENTS OR MONETARY AMOUNT LIMITS ON THE SIGNING AUTHORITY OF AN INDIVIDUAL (WHICH AT ALL TIMES WILL ONLY BE CONSIDERED INTERNAL REQUIREMENTS OF THE CLIENT). IN ALL EVENTS ANY SINGLE PRIMARY AUTHORIZED INDIVIDUAL SHALL BE ABLE TO BIND THE CLIENT. NOTHING IN ANY SUPPLEMENTAL RESOLUTIONS OR SUPPLEMENTAL DOCUMENTATION SHALL OVERRIDE, REPEAL, REVOKE OR MODIFY THIS LIMITATION AND AT ALL TIMES THE PNC GROUP SHALL BE ENTITLED TO RELY ON THIS ACKNOWLEDGMENT AND REPRESENTATION.**

3. **Specimen Signatures:** A PNC Entity may at any time require specimen signatures of any Authorized Individual. Signature specimens may be supplied separately and after execution of the Master Resolutions and may be in any form acceptable to a PNC Entity, in its discretion, including but not limited to a Certificate of Incumbency. When a specimen signature is provided for an Authorized Individual (the name and title of the individual must also be clearly printed adjacent to or under the specimen signature), the Client authorizes any PNC Entity to attach those signatures to a PNC approved form on behalf of the Client and confirms the PNC Group may utilize the same as specimen signature for all purposes authorized by the Collective Banking Resolutions. **The Client acknowledges that a PNC Entity may determine, in its discretion, not to establish accounts or other services and may suspend some or all transactions until such time as that PNC Entity is in receipt of acceptable specimen signatures.** Upon Request by a PNC Entity, the Client shall promptly supply to the requesting PNC Entity specimen signatures of any Authorized Individual or person appointed under a Supplemental Resolution and authorizes the Bank to incorporate those specimens into a PNC approved form of the Collective Banking Resolutions. **If signature specimens are requested by a PNC Entity, that PNC Entity may suspend some or all activities until specimen signatures have been supplied.**

#### **PART D: DEPOSITORY AND TREASURY MANAGEMENT SERVICES**

1. **Authorization of Depository.** The Bank is designated a depository of the Client and is authorized to accept monies, wire and other electronic fund transfers, checks, drafts, notes, acceptances or other evidences of indebtedness for deposit, or for collection by the Bank and deposit upon receipt of payment therefore by the Bank, (including deposits and collections of payments in such foreign currencies as the Bank may accept from time to time), to the credit of the Client in such deposit account or accounts as the Client may have with the Bank (each an “**Account**”), without the endorsement of the Client appearing thereon, and Client promises to pay the Bank for any Items (defined below) that are returned for lack of endorsement. Authorized Individuals are authorized to open or close Accounts, and to instruct the Bank as to the disposition of funds in any Account to be closed, all by written instruction to the Bank, (electronically or otherwise), by any one such person. These resolutions and authorizations shall apply to all existing and future Accounts and may include Accounts denominated in one or more foreign currencies.



2. **Authorization to Open and Close Accounts, Obtain Treasury Management Services, and Delegate Authority.** In addition to any other authorities and powers granted in the Collective Banking Resolutions, each Primary Authorized Individual shall have the ability to: (i) open and close Accounts; (ii) obtain, change, modify or terminate treasury management services in the sole discretion of the Authorized Individual including, without limitation, services for the initiation or origination of transactions, transfers or withdrawals of funds from or to the Accounts, either in United States dollars or in such foreign currencies as Bank may make available from time to time; (iii) to designate, in writing, other persons who are authorized to obtain such treasury management services or to enter into such transactions or to give instructions to the Bank with respect to such services or transactions; and (v) take any other actions authorized by the Master Resolutions. The Authorized Individuals will execute and provide such documentation as the Bank may require in furtherance of these activities.

3. **Signing Checks, Instruments and Withdrawal Orders, Performing Electronic Transactions and Delegating Authority.** Any Primary Authorized Individual is authorized to sign, execute, deliver and negotiate checks, drafts, bills of exchange, acceptances and other instruments or withdrawal orders or drawn on the Accounts of the Client with the Bank ("**Items**") and to delegate such authority to other persons. Any person authorized to sign, execute, deliver or negotiate Items by and through authority directly granted under the Collective Banking Resolutions, or by and through delegation of authority by a Primary Authorized Individual, (each being an "**Authorized Signer**"), must first provide a signature acceptable to the PNC Group which shall first be affixed to and appear on the account signature card for Accounts. As confirmation of the authority of such persons, the account signature card shall be executed by a Primary Authorized Individual, or such other individual as may be acceptable to the PNC Group.

Any Primary Authorized Individual is authorized to perform electronic transactions related to Accounts and to delegate such authority to other persons. Client acknowledges it is solely responsible for establishing, overseeing and administering all entitlements and authorizations to perform electronic transactions.

**ANY SPECIAL OR COMPLEX SIGNER REQUIREMENTS ARE NOT ENFORCEABLE WITH REGARD TO AUTHORIZED SIGNERS SIGNING, EXECUTING OR DELIVERING ITEMS.**

4. **Authorization for Use of Facsimile Signature.** Use of facsimile signatures, including but not limited to facsimile signature made by computer, machine or other mechanical device, or rubber stamp is authorized for any signatures provided on account signature cards. The Bank is hereby requested, authorized and directed to honor any and all items bearing a facsimile signature of any person listed on a signature card given by Client to the Bank. The Client assumes full responsibility for all payments made by the Bank in good faith reliance upon such facsimile signature(s) and the Bank shall be entitled to pay and charge to the account of the Client any and all such Items, regardless of by whom or by what means such facsimile signature(s) thereon may have been affixed thereto. The Bank is authorized to make payments from Accounts, upon and according to such Items and other written instructions, whether given by manual or facsimile signature, in each case regardless of whether payment is requested to be made to the order of or for the benefit of, or whether payment is to be deposited to the individual credit of or tendered in payment of the obligation to the Bank of, the person making the withdrawal or transfer or any Authorized Individual.

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Note:

For **Partnerships**, all general partners must sign unless the partnership agreement outlines other signing authorities

For **Limited Liability Companies**, all members must sign unless the operating agreement identifies one or more managers, in which case the managers must sign.

For **Corporations, Unincorporated Associations and Other Organizations**: The Secretary, must sign as attesting officer.

If the Secretary, as the attesting officer, is also granted authorization to act in Part C, then one other authorized representative must sign below.

☒ By checking this box, you are attesting that there is no Corporate Secretary.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands and seals this

(Date).

(If field is left blank, the time stamp that is associated with the E-Signature will be the date the document was executed.)

**ATTESTATION:**

Client Name: TOWN OF LAKE PARK

Signature

Roger Michaud

Printed Name

Mayor

Title

Signature

Printed Name

Title

Signature

Printed Name

Title

Signature

Printed Name

Title