

CORPORATE AUTHORIZATION RESOLUTION

Bremer Bank, NA
225 6th Street South Suite 200
Minneapolis, MN 55402

By: North Foundation
11427 W River Hills Dr
Burnsville, MN 55337

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Jonathan B Sundquist, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Minnesota, Federal Employer I.D. Number 47-4016904, engaged in business under the trade name of North Foundation, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 05/28/2015 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Jonathan B Sundquist</u>	X _____	X _____
B. <u>John Kongies</u>	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>A B</u>	(1) Exercise all of the powers listed in this resolution.	_____
_____	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
_____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
_____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
_____	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☐ If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

Attest by One Other Officer

Secretary

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) ☐ This resolution is superseded by resolution dated _____.

Comments:
649141654

Account Agreement

Date: 11/03/2015

Institution Name & Address

Bremer Bank, NA
225 6th Street South Suite 200
Minneapolis, MN 55402

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter **Non-Individual Owner Information** on page 2. There is additional **Owner/Signer Information** space on page 2.

Owner/Signer Information 1

Name	Jonathan B Sundquist
Relationship	
Address	11427 W River Hills Dr Burnsville, MN 55337
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	Driver's License A291021086312 MN 07/01/2012 04/24/2016
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Owner/Signer Information 2

Name	John Kongies
Relationship	
Address	11427 W River Hills Dr Burnsville, MN 55337
Mailing Address (if different)	
Home Phone	612-270-8838 - Primary
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Internal Use 649141654

Account Title & Address

North Foundation
11427 W River Hills Dr
Burnsville MN 55337

Ownership of Account

The specified ownership will remain the same for all accounts.

(For consumer accounts, select and initial.)

- ☐ Single-Party Account ☐ Multiple-Party Account
- ☒ Corporation - For Profit ☐ Corporation - Nonprofit
- ☐ Partnership ☐ Sole Proprietorship
- ☐ Limited Liability Company
- ☐ Trust-Separate Agreement Dated: _____
- ☐ _____

Beneficiary Designation

(Check appropriate ownership above - select and initial below.)

- ☐ Single-Party Account _____
- ☐ Single-Party Account with Pay-On-Death (POD) _____
- ☐ Multiple-Party Account with Right of Survivorship _____
- ☐ Multiple-Party Account with Right of Survivorship and POD _____
- ☐ Multiple-Party Account without Right of Survivorship _____
- ☐ _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☒ Terms and Conditions ☒ Privacy
- ☐ Electronic Fund Transfers ☐ Truth in Savings
- ☒ Substitute Checks ☒ Funds Availability
- ☒ Common Features ☐ _____

☐ Designation of Agent for Account (See Owner/Signer Information for Agency designation(s).)

1 [x] Jonathan B Sundquist

2 [x] John Kongies

3 [x] 4 [x]

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

Name	
Relationship	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID (Type, Number, State, Issue Date, Exp. Date)	
Other ID (Description, Details)	
Employer	
Previous Financial Inst.	

(If not a "U.S. Person," certify foreign status separately.)
TIN: 47-4016904

☒ **Taxpayer I.D. Number (TIN)** - The number shown above is my correct taxpayer identification number.

☒ **Backup Withholding** - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X _____ (Date)
 Jonathan B Sundquist

Name	North Foundation
EIN	47-4016904
Phone	612-270-8838 - Primary
Mobile Phone	
E-Mail	
Type of Entity	Corporation
State/Country & Date of Organization	Minnesota, United States of America
Nature of Business	
Address	11427 W River Hills Dr Burnsville, MN 55337
Mailing Address (if different)	
Authorization/ Resolution Date	05/28/2015
Previous Financial Inst.	

Account Description	Account #	Initial Deposit/Source
Commercial Business	649141654	\$ 0.00 <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> _____
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> _____
		\$ _____ <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> _____

☐ ATM ☐ Debit/Check Cards (No. Requested: _____)

☐ _____ ☐ _____

☐ _____ ☐ _____

A large, empty rectangular box with a black border, intended for a drawing or illustration.



2015 Business Account Fee Schedule

ATM/Debit card reissue (per card)	\$8.00	Wire transfer – domestic	
ATM non-MoneyPass® withdrawal (each)	\$2.75	In (per transfer)	\$15.00
CheckView:		Out (per transfer)	\$26.00
Front of check only (per statement)	\$5.50	Online Banking outgoing	\$9.00
Front & back of check (per statement)	\$5.50	Outgoing wire notification	\$5.50
Closed account fee (within 6 months)	\$30.00	Incoming wire phone notification	\$5.50
Coin and Currency:		Online Banking – Essential Package	No fee
Base fee for purchases (per order)	\$5.00	Online Bill Pay	
Currency/coin in (per \$1)	\$0.00165	Monthly maintenance	\$6.00
Currency out (per strap)	\$0.85	Per transaction over 10 (each)	\$0.75
Coin out rolled	\$0.095		
Dormant account fee (at escheatment) ¹	\$40.00		
Deposit assessment – analyzed statements only (per \$100)	\$0.006		
Non-sufficient funds (per item) ²	\$35.00		
Overdraft – continuous day (every 7 days) ^{2,3}	\$35.00		
Return Deposit Items			
Redeposited or RCK redeposited item	\$11.00		
Returned item ⁴	\$11.00		
Special handling setup fee	\$32.00		
Special notification, extra advices and extended data (per item)	\$0.55		
Statement – mailed (non-image)	\$2.00		
Stop payment	\$35.00		
Undeliverable mail (per month)	\$5.00		

Member FDIC. Fees effective 02/01/15 and are subject to change. ¹A processing fee for abandoned property submitted to the state. Not applicable in WI. ²Applies to overdrafts created by check, in-person, withdrawal, ATM withdrawal (unless precluded) or other electronic means. ³Continuous fee imposed every seven days on overdrawn account balances beginning with the 7th consecutive day the account is overdrawn. ⁴Imposed when checks and items presented by electronic means are returned to Bremer Bank unpaid.

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