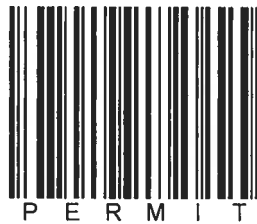


General Documents



RESOLUTION OF SOLE PROPRIETORSHIP

DATE: 10/28/14

84-0984684

TO: NAME/ADDRESS OF FINANCIAL INSTITUTION THE FIRST NATIONAL BANK OF DURANGO MAIN OFFICE PO BOX 2910 DURANGO, CO 81302 1	FROM: NAME/ADDRESS OF SOLE PROPRIETORSHIP Alton Hess Sunnyside Gravel & Excavation 1313 Sherman St Ste 215 Denver CO 80203-2243
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Use this *Resolution Of Sole Proprietorship* to document the certification of the sole proprietor to do business under the assumed name and the granting of Deposit authority by the Sole Proprietor to specified individuals on behalf of the Sole Proprietorship.

Words, numbers or phrases preceded by a ☐ are applicable only when marked, i.e., ☒.

THIS IS TO CERTIFY THAT, I, Alton Hess ("Owner"), am doing business as ("d.b.a") a sole proprietor under the name of Sunnyside Gravel & Excavation ("Proprietorship"), filed at , in Colorado , on .

As of 10/28/2014 , this Resolution is in full force and effect and has not been amended or rescinded.

IT IS RESOLVED THAT:

The following described employees, designated parties or agents of the Sole Proprietorship referred to below as "Authorized Signer(s)", whose names and signatures appear below, are authorized for and on behalf of the Sole Proprietorship to have the following indicated powers as contained in this Resolution:

DEPOSITORY ACCOUNT. Perform the following for the account(s) indicated on Page 2, in the name of the Sole Authorized Signer(s) Proprietorship, subject to any terms and conditions governing the account(s), such as:

1. Open and maintain the account(s); _____
2. Make deposits to the account(s); _____
3. Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable to or belonging to the Sole Proprietorship by writing, stamp, or other means permitted by this Resolution without the designation of the person endorsing; _____
4. Make withdrawals from the account(s) in any manner permitted by the account(s); _____
5. Transfer funds from the account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Sole Proprietorship; _____
6. Transfer funds to the account(s) in Financial Institution from any account whether or not held at this Financial Institution and whether or not held by this Sole Proprietorship; _____
7. Approve, endorse, guarantee, and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Sole Proprietorship or anyone else and guarantee the payment of any negotiable instrument, check, draft, or order for the payment of money; and _____
8. Delegate to others the authority to approve, endorse, guarantee, and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft, or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft, or order for the payment of money. _____
9. All of the above. 1 _____

SAFE DEPOSIT BOX. Lease a Safe Deposit Box(es) with Financial Institution, make inspections of, deposits to and removals from Box(es), and exercise all rights and be subject to all responsibilities under the Lease. 1 _____

NIGHT DEPOSITORY. Enter into a Night Depository Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement. 1 _____

LOCK BOX. Enter into a Lock Box Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement. _____

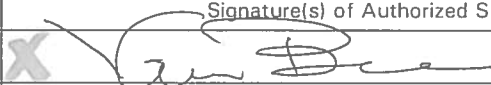
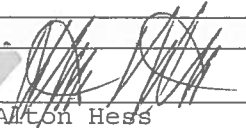
DEBIT CARD/ATM CARD. Apply for, receive and utilize debit cards, automated teller machine cards, or other access devices to exercise those powers authorized by this Resolution or other Resolutions then in effect. 1 _____

CASH MANAGEMENT. Enter into a Cash Management Agreement with Financial Institution, and exercise all rights and be subject to all responsibilities under the Agreement. 1 _____

OTHER AUTHORITY- describe: _____

Further, this Resolution continues on Page 2 of this document, and all of the power and authority granted are incorporated in this Resolution.

RESOLUTION APPLIES TO (check all that apply): ☐ ALL ACCOUNTS ☐ SAFE DEPOSIT BOX NUMBER(S): 0
☐ ALL FUTURE ACCOUNTS ☒ SPECIFIC ACCOUNTS - NUMBER(S): 28002

Authorized Signer(s) to Act on Behalf of the Sole Proprietorship	
Name(s) of Authorized Signer(s)	Signature(s) of Authorized Signer(s)
Virginia Brannon	
Owner Certification	
Owner's Signature X  Alton Hess	10-31-14

IT IS FURTHER RESOLVED AS FOLLOWS, the Sole Proprietorship certifies to the Financial Institution that:

- Unless specifically designated, each of the Authorized Signers whose signature appears above may sign without the other(s);
- (Select if applicable) ☐ **FACSIMILE SIGNATURES.** The Financial Institution shall be entitled to honor and charge the Sole Proprietorship for all such negotiable instruments, checks, drafts, or other orders for payment of money drawn in the name of the Sole Proprietorship, on the indicated account(s), including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means a facsimile signature or other non-manual signature (collectively, "Facsimile Signatures") may have been affixed, or electronically communicated, if such Facsimile Signatures resemble the specimens duly certified to or filed with the Financial Institution for any of the named Authorized Signers, regardless of whether any misuse is with or without the negligence of the Sole Proprietorship. The Specimen Facsimile Signature Exhibit, when attached, is incorporated into and is an integral part of this Resolution. The Sole Proprietorship agrees that the duty of maintaining the security of any such Facsimile Signatures or device by which they are affixed is solely that of the Sole Proprietorship. Your authorization notwithstanding, Financial Institution is not obligated to accept or pay any items bearing Facsimile Signatures;
- As used herein, any pronouns relative to the signers for the Sole Proprietorship shall include the masculine, feminine, and neutral gender, and the singular and plural number, wherever the context so admits or requires;
- All items deposited with prior endorsements are guaranteed by the Sole Proprietorship;
- All items not clearly endorsed by the Sole Proprietorship may be returned to the Sole Proprietorship by the Financial Institution or, alternatively, the Financial Institution is granted a power of attorney in relation to any such item to endorse any such item on behalf of the Sole Proprietorship in order to facilitate collection;
- Financial Institution shall have no liability for any delay in the presentment or return of any negotiable instrument or other order for the payment of money, that is not properly endorsed;
- Financial Institution is directed and authorized to act upon and honor any withdrawal or transfer instructions issued and to honor, pay and charge to any depository account or accounts of the Sole Proprietorship, all checks or orders for the payment of money so drawn when signed consistent with this Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the check or the order for the payment of the money involved, whether such checks or orders for the payment of money are payable to the order of, or endorsed or negotiated by any one or more of the Authorized Signers signing them or such party in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation of any one or more of the Authorized Signers signing them or of any other such party or not;
- Financial Institution shall be indemnified for any claims, expenses or losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified;
- The Owner certifies that no one else (other than the Owner's spouse, if community property laws apply) has any right, title or interest in this Sole Proprietorship. The Owner certifies to the Financial Institution that only such Owner is authorized to act on behalf of this Sole Proprietorship under this Resolution unless otherwise authorized above, and shall from time to time hereafter, as any change in the form of the Sole Proprietorship is made, immediately certify such change to the Financial Institution. The Owner appoints as Authorized Signer(s) those whose signature(s) appear above to act on behalf of this Sole Proprietorship. The Owner may remove such Authorized Signer(s) at any time by giving written notice to the Financial Institution, but until the Financial Institution actually receives such written notice of revocation and has reasonable time to act on it, the authority of the named person(s) shall remain in full force. The Financial Institution shall be fully protected in relying on such certifications of the Owner and shall be indemnified and held harmless from any claims, demands, expenses, loss or damage resulting from, or growing out of, honoring the signature of the Owner or Authorized Signer(s) as certified, or refusing to honor any signature not so certified. All transactions by the Owner of the Sole Proprietorship on its behalf, and in its name, with the Financial Institution prior to the delivery to the Financial Institution of a certified copy of the foregoing Resolution is, in all respects, hereby ratified, confirmed, approved and adopted; and
- Notwithstanding any modification or termination of the power of any Authorized Signer of the Sole Proprietorship, this Resolution shall remain in full force and bind the Sole Proprietorship and its legal representatives, successors, assignees, receivers, trustees or assigns until written notice to the contrary signed by, or on behalf of, the Sole Proprietorship shall have been received by the Financial Institution, and that receipt of such notice shall not affect any action taken by the Financial Institution prior to receipt of such notice in reliance on this Resolution.

Additional comments or instructions:

☐ See attachment for additional instructions or comments. Attachment must be dated and properly authorized.