{Deal\_\_r.Account.Name | upperCase}

Action by Unanimous Consent of Members and Managers

Effective as of {Deal\_\_r.CloseDate | addDaysFull:0}, the undersigned, being all of the members and the managers of **{borrowerdetails.name | upperCase}**, a {borrowerdetails.company} limited liability company (“*Borrower*”), in accordance with the Articles of Organization pursuant to which Borrower was created and exists, dated, and filed with the State of {borrowerdetails.company} Secretary of State on {Deal\_\_r.Account.Entity\_Filing\_Date\_\_c | addDaysFull:0} (the “*Articles*”), and the Operating Agreement of Borrower, dated {Deal\_\_r.Account.Operating\_Agreement\_Date\_\_c | addDaysFull:0} (the “*Operating Agreement*”), hereby resolve, agree and consent to the following resolutions for and on behalf of Borrower and hereby certify to **COREVEST AMERICAN FINANCE LENDER LLC**, a Delaware limited liability company, its successors and assigns (“*Lender*”), that such resolutions have not been amended, rescinded, or revoked and are in full force and effect as of the date this Action is provided to Lender:

WHEREAS, Borrower is a limited liability company created and existing under the laws of the State of {borrowerdetails.company} and is authorized to do business in the State of {Property\_Advances\_\_r[0].Property\_\_r.State\_Full\_\_c};

WHEREAS, Borrower has applied to Lender for a **{Deal\_\_r.LOC\_Commitment\_In\_Words\_\_c} and NO/100 DOLLARS ({Deal\_\_r.LOC\_Commitment\_\_c | formatCurrency})** (“*Loan*”) to acquire fee simple title to that certain real property located in the {Property\_Advances\_\_r[0].Property\_\_r.County\_\_c} County, {Property\_Advances\_\_r[0].Property\_\_r.State\_Full\_\_c} (the “*Property*”), on which is located certain improvements (the “*Improvements,*” and together with the Property collectively referred to herein as the “*Project*”), and for such other purposes or items as may be approved by Lender in its discretion, to be on the terms and conditions described in a Loan Agreement (the “*Loan Agreement*”) and the other Loan Documents (as such term is defined in the Loan Agreement) (the “*Loan Documents*”) which are to be executed and delivered by Borrower in connection with the Loan; and

WHEREAS, in order to close the Loan, Lender requires the undersigned members and managers of Borrower to approve and execute this Action and the Resolutions contained herein (i) ratifying the transactions contemplated in the Loan Agreement, Loan Documents and any other documents, instruments or agreements governing, evidencing, securing or otherwise relating to such extensions of credit to Borrower and (ii) authorizing **{Deal\_\_r.Authorized\_Signor\_\_c | upperCase}**, (“*Authorized Manager*”) to execute, deliver and perform the Loan Agreement, Loan Documents and any other documents, instruments or agreements governing, evidencing, securing or otherwise relating to such extensions of credit to Borrower on behalf of Borrower and its members and managers.

**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the borrowing by Borrower of the Loan in an amount of up to {Deal\_\_r.LOC\_Commitment\_In\_Words\_\_c} and NO/100 DOLLARS ({Deal\_\_r.LOC\_Commitment\_\_c | formatCurrency}) from Lender for the purposes described above, and for other purposes as approved by Lender, such borrowing to be secured by a first priority deed of trust or mortgage, assignment of rents, security agreement and financing statement on the real and personal property assets of Borrower associated with the Project, to be on such terms and conditions as the Authorized Manager may deem appropriate, is hereby authorized and approved;

**RESOLVED FURTHER,** that this Action by Unanimous Consent of Members and Managers does hereby satisfy and comply in all respects with the Articles of Organization and the Operating Agreement;

**RESOLVED FURTHER,** that the Authorized Manager is hereby authorized and empowered to pledge, set over, transfer, assign, mortgage, hypothecate or otherwise encumber as security for the Loan and other above-described obligations to Lender, all real and tangible and intangible personal property assets of Borrower as may be required by Lender and agreed upon by the Authorized Manager from time to time;

**RESOLVED FURTHER**, that the Authorized Manager be, and hereby is, authorized, empowered and directed, for and on behalf of Borrower and its members and managers, to execute and deliver such agreements, documents, instruments, certificates, financing statements, and other documents, instruments and agreements as Lender may deem necessary or appropriate in connection with the Loan, including, without limitation, the Loan Agreement, Loan Documents, the execution by the Authorized Manager of any such documents or items to evidence conclusively the approval thereof by Borrower and its members and managers;

**RESOLVED** **FURTHER**, that the Authorized Manager be, and hereby is, authorized, on behalf of Borrower and its members and managers, to execute and deliver all such further documents, certificates or other instructions, to take all such further actions and to pay all such expenses as it may approve as necessary, proper, convenient or desirable in order to carry out each of the foregoing resolutions and fully to effectuate the purposes and interests thereof, including any extension, modification, renewal or supplementation of the Loan from time to time, the execution and delivery of any such documents, certificates or instruments, the taking of such actions and the payment of any such expenses to be conclusive evidence of such approval and the approval thereof by Borrower and its members and managers; and all actions taken or to be taken by the Authorized Manager in connection with the subject matter hereof are hereby in all respects, authorized, confirmed, ratified, adopted and approved;

**RESOLVED FURTHER**, that all prior and future acts of the Authorized Manager and members of Borrower or any authorized persons of Borrower with regard to the Loan or other loan or extension of credit made or to be made by Lender to Borrower and covenants and promises made or to be made by Borrower to Lender, and the execution of any instruments to govern, evidence and secure any such obligations to Lender, are hereby in all respects, authorized, confirmed, ratified, adopted and approved;

**RESOLVED FURTHER**, that {Deal\_\_r.Authorized\_Signor\_\_c} individually is authorized to sign and deliver to Lender all draw requests and requisitions for disbursement of funds in connection with the borrowing which is herein authorized and that his signature on any such draw request or requisition for disbursement shall be sufficient and binding on Borrower;

**RESOLVED FURTHER,** that in consideration for Lender’s actions in reliance hereon, these resolutions shall remain in full force and effect until written notice of their repeal shall have been received by Lender and until all indebtedness which may have been incurred as aforesaid, including, without limitation, the Loan, shall have been paid and satisfied.

**THIS ACTION** by unanimous written consent may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, this Action is executed as of the date set forth in the first paragraph hereof.

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| --- | --- |
| Managers:  Members: | {#Deal\_Contacts\_\_r.Managers}  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  {Deal\_Contacts\_\_r.Contact\_Name\_\_c},  {/Deal\_Contacts\_\_r.Managers}  {#Deal\_Contacts\_\_r.Members}  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  {Deal\_Contacts\_\_r.Contact\_Name\_\_c},  {/Deal\_Contacts\_\_r.Members} |