Loan No. {Deal\_\_r.Deal\_Loan\_Number\_\_c} **{Deal\_\_r.LOC\_Commitment\_\_c | formatCurrencyText}**

***[DRAFTING NOTE: THIS IS A FORM ONLY AND NEEDS TO BE TAILORED BASED UPON THE DRAFTER'S REVIEW OF THE BORROWER'S BYLAWS AND ARTICLES OF INCORPORATION]***

TO: COREVEST AMERICAN FINANCE LENDER LLC, a Delaware limited liability company ("**Lender**")

The undersigned shareholder(s) and director(s) of **{borrowerdetails.name | upperCase}**, a {borrowerdetails.company} corporation (the "**Borrower**"), being all of the shareholder(s) and director(s), hereby certify**[ies]** to Lender as follows:

WHEREAS, Borrower desires to obtain a loan (the "**Loan**") in the maximum principal amount of [**{Deal\_\_r.LOC\_Commitment\_In\_Words\_\_c} AND NO/100 DOLLARS ({Deal\_\_r.LOC\_Commitment\_\_c | formatCurrency})**] (the "**Loan Amount**") from Lender, to be made pursuant to the terms and conditions of that certain Loan Agreement to be entered into between Lender and Borrower (the "**Loan Agreement**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

WHEREAS, the undersigned **[has][have]** reviewed the terms of the Loan Agreement and all other Loan Documents to be executed and delivered in connection with the closing of the Loan.

RESOLVED, that the Borrower be, and it hereby is, authorized to enter into the Loan Documents to which it is a party, including without limitation, the Note, all Requests for Advance, all Lender's Closing Instructions, the Environmental Indemnity, all Security Instruments and any other documents required to be executed and delivered in connection with each Advance under the Loan, in such form and with such terms and conditions as are approved by the **[officer/director/shareholder]** executing the same, the execution thereof by such **[officer/director/shareholder]** to be conclusive evidence of such approval;

RESOLVED, that the Borrower be, and it hereby is, authorized to borrow from the Lender pursuant to the Loan Agreement, to request and obtain Advances thereunder, and to issue the Note, in such form and having such terms and conditions as are approved by the **[officer/director/shareholder]** executing the same, the execution thereof by such **[officer/director/shareholder]** to be conclusive evidence of such approval;

RESOLVED FURTHER: That [{Deal\_\_r.Authorized\_Signor\_\_c} and \_\_\_\_\_\_\_\_\_\_\_\_\_], in [his] [her] [their] capacity**[ies]** as a **[officer/director/shareholder]** of Borrower, **[is]** **[are each]** hereby authorized and empowered, **[acting alone]** **[either one (1) acting alone]**, or **[both of them acting together]**, for and on behalf of and in the name of Borrower and as its limited liability company act and deed, to:

1. Obtain the Loan, and Advances thereunder, from Lender, in such form and on such terms and conditions as shall be agreed upon by those authorized herein and Lender, and to sign and deliver (a) the Loan Agreement, the Note, the Environmental Indemnity, each Request for Advance, each Lender's Closing Instructions, each Security Instrument and any other Loan Documents, as well as any and all other documents or certificates required by Lender as a condition to the effectiveness of the Loan Agreement or the funding of an "Advance" (as defined in the Loan Agreement), or otherwise in connection with the consummation of the transactions contemplated by the Loan Agreement or (b) any amendments, supplements, modifications and/or restatements of the Loan Agreement, Note or other Loan Documents including, without limitation, increases in the Loan Amount or an extension of the Maturity Date (as defined in the Loan Agreement).

2. Mortgage, encumber, pledge, convey, grant, assign or otherwise transfer all or any part of Borrower's real or personal property for the purpose of securing the payment of the Loan.

3. Perform all acts and to execute and deliver all documents described above and all other contracts and instruments which Lender deems necessary or convenient to accomplish the purposes of this certificate and/or to perform or continue the rights, remedies and security interests to be given to Lender hereunder, including without limitation, any modifications, supplements, restatements, renewals and/or extensions of any of Borrower's obligations to Lender, however evidenced.

4. To enter into any such other documents, agreements, instruments or amendments and to engage without limitation in such other transactions, arrangements or activities (collectively, the "**Activities**") as are reasonably related or incident to, or which will serve to facilitate or enhance for the benefit of the Borrower the transactions contemplated by, these resolutions, including without limitation any modification, extension, increase of the maximum loan amount, or expansion (collectively, the "**Changes**") of any Activities or of any other transactions, arrangements or activities resulting from any of the Changes and to enter into such other agreements or understandings as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated by, this resolution and each of the foregoing resolutions.

The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein which were performed prior to the passage of this certificate are hereby approved and ratified. The authority hereby conferred is in addition to that conferred by any other certificate or consent heretofore or hereafter delivered to Lender and shall continue in full force and effect until Lender shall have received notice in writing from Borrower of the revocation hereof, and such revocation shall be effective only as to credit which was not extended or committed to Borrower by Lender prior to Lender's receipt of such notice.

The undersigned further certify**[ies]** that the activities covered by the foregoing resolutions and certifications constitute duly authorized activities of Borrower; that said resolutions and certifications are now in full force and effect; and that there is no provision in any document pursuant to which Borrower is organized and/or which governs Borrower's continued existence limiting the power of the undersigned to make the resolutions and certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

[*Signatures Follow on Next Page*]

IN WITNESS WHEREOF, the undersigned **[has/have]** executed these Corporate Borrowing Resolutions as of the {null | day} day of {null | month}, {null | year}.

"**Shareholder(s)**"

{#Deal\_Contacts\_\_r.Shareholders}

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{Deal\_Contacts\_\_r.Contact\_Name\_\_c},

{/Deal\_Contacts\_\_r.Shareholders}

"**Director(s)**"

{#Deal\_Contacts\_\_r.Directors}

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{Deal\_Contacts\_\_r.Contact\_Name\_\_c},

{/Deal\_Contacts\_\_r.Directors}