

# CAPITAL RESERVE LINE CORPORATE RESOLUTION TO BORROW

Corporation Name (the "Corporation"):

Address

I, the undersigned Secretary or Assistant Secretary of the Corporation, HEREBY CERTIFY that the Corporation is organized and existing under and by virtue of the laws of \_\_\_\_\_ as a corporation for profit, with its principal office as listed above, and is duly authorized to transact business in the State of Maryland.

**I FURTHER CERTIFY that at a meeting of Directors of the Corporation duly called and held on**  **(or by other duly authorized corporate action in lieu of a meeting),** at which a quorum was present and voting, the following resolutions were adopted:

**BE IT RESOLVED,** that the following named officer, employee or agent of this Corporation, whose actual signature is shown below be, and he or she is, authorized and empowered to act for and on behalf of this Corporation and as its act and deed.

Name  Title  \_\_\_\_\_  
Signature

Name  Title  \_\_\_\_\_  
Signature

**BORROW MONEY.** To borrow money from time to time from Capital Bank ("Bank"), such sum or sums of money as in his or her judgment should be borrowed, without limitation.

**EXECUTE NOTES.** To execute and deliver to Bank one or more promissory notes, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any indebtedness of the corporation to Bank, and also to execute and deliver to Bank one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, or any portion of the notes.

**GRANT SECURITY.** To mortgage, pledge, hypothecate, or otherwise encumber and deliver to Bank, as security for the payment of the loans obtained, any promissory notes so executed, or any other or further indebtedness of the Corporation to Bank at any time owing, however the same may be evidenced, any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all real property and all personal property of the Corporation. Such property may be mortgaged, pledged, hypothecated, or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property therefore mortgaged, pledged, hypothecated, or encumbered.

**EXECUTE SECURITY DOCUMENTS.** To execute and deliver to Bank the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Bank, and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Bank any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which he or she may in his or her discretion deem reasonable necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**NEGOTIABLE ITEMS.** To draw, endorse, and discount with Bank all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation or in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Corporation with Bank, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**FURTHER ACTS.** The above named and authorized officer, employee or agent may designate additional or alternate individuals as being authorized to request loan advances, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as he or she may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions.

**BE IT FURTHER RESOLVED,** that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved, that these Resolutions shall remain in full force and effect and Bank may rely on these Resolutions until written notice of their revocation shall have been delivered to and received by Bank. Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

**I FURTHER CERTIFY** that the officer, employee, or agent named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite the name; that the foregoing Resolutions now stand of record on the books of the Corporation; and that the Resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

The Corporation's corporate seal is affixed to this resolution. [SEAL]

The Corporation has no corporate seal, and therefore, no seal is affixed to this resolution

**IN TESTIMONY WHEREOF, I have hereunto set my hand on**  **and attest that the signatures set opposite the names listed above are their genuine signatures.**

**CERTIFIED AND ATTESTED BY:** \_\_\_\_\_  
Title  
\_\_\_\_\_  
Title

Note: In case the Secretary or other certifying officer is designated by the foregoing resolutions as one of the signing officers, this resolution should also be signed by a second Officer or Director of the Corporation.