

ADOPTION OF CORPORATE RESOLUTION

The undersigned, being all of the members of the Board of Directors of _____, a _____ corporation, with its principal office at _____, _____, West Virginia _____ ("Company"), does hereby certify that at a meeting of the Board of Directors, duly called and held _____, 2014, at which a quorum was present and voting, or by an unanimous action of the Board of Directors in lieu of a meeting, the following resolutions were adopted.

BE IT RESOLVED: that any one of the officers acting for or on behalf of this Company is authorized and empowered on behalf of said Company:

1. BORROW MONEY. To borrow from time to time from West Virginia Affordable Housing Trust Fund ("Lender"), such sums and upon such terms as may be agreed upon between the above named authorized person or persons and Lender and specifically to borrow the principal sum of _____ Dollars (\$ _____).

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

3. GRANT SECURITY. To mortgage, pledge, hypothecate or otherwise encumber and deliver to Lender as security for the payment of any loans so obtained, any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced, any property now or hereafter belonging to the Company or in which the Company now or hereafter may have any interest including without limitation all real property and all personal property, tangible and intangible of the Company. Such property may be mortgaged, pledged, hypothecated or encumbered at the same 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, theretofore mortgaged, pledged, hypothecated or encumbered.

4. EXECUTE SECURITY DOCUMENTS. To execute and deliver unto Lender the forms of loan agreement, mortgage, trust deed, pledge agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Lender 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 Lender any other instruments, any chattel paper, or any other collateral of any kind or nature which he or she

may at his or her discretion deem reasonably necessary or proper to effectuate the purposes of this resolution.

5. NEGOTIABLE ITEMS. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes or other evidences of indebtedness payable to or belonging to the Company or in which the Company 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 Company with Lender or to cause such other dispossession of the proceeds derived therefrom as they may deem advisable.

6. FURTHER ACTS. In the case of lines of credit, to designate additional or alternative individuals as being authorized to request advances thereunder, and in all cases 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 this resolution.

RESOLVED FURTHER: That any and all acts authorized pursuant to this resolution and performed prior to the passage and adoption of this resolution are hereby ratified and approved that this resolution shall remain in full force and effect and Lender may rely on this resolution until written notice of its revocation shall have been delivered to and received by Lender. Any such notice shall not affect any of the Lender's agreements or commitments in effect at the time notice is given.

The undersigned further certifies that the officers, employees or agents named above are duly elected, appointed or employed by or for the Company as the case may be and occupies the position set opposite his or her name. That the foregoing resolution now stands of record on the books of the Company and that the resolution is in full force and effect and has not been modified or revoked in any manner whatsoever.

IN WITNESS WHEREOF, the undersigned has hereunto set his or her hand, this _____ day of _____, 2014.

