BORROWING RESOLUTION

SCHEDULE A TO
GENERAL CERTIFICATE

From: _____(the "Company").

Re: Company General Certificate dated_____, 20_____

RESOLVED, that any person with the following title or position:

_____

_____

_____

(by title or position only (each severally, an "Authorized Person") (is)/(are) may on behalf of and in the name of the Company or otherwise, transact with and through M&T Bank, M&T Bank, National Association, M&T Real Estate Trust, and any of their affiliates (any or collectively, a "Lender"), all such business as he or she (they) shall deem advisable upon such terms as he or she (they) shall deem proper including, but not limited to (i) obtaining loans, credits and other financial accommodations; (ii) discounting, selling, assigning, delivering and negotiating checks, drafts, bills of exchange, acceptances, notes and other writings containing a promise of, or order for, the payment of money (individually an "Item" and collectively "Items"); (iii) guaranteeing and otherwise becoming contingently liable for obligations of others; (iv) applying for services or products from a Lender ("Services and Products") including, without limitation, letters of credit, electronic funds transfers, Internet products, capital markets products, deposit and cash management products; and (v) pledging, hypothecating, assigning, mortgaging, encumbering, granting security interests in and otherwise creating liens upon property, whether real or personal, tangible or intangible ("Property"), as security for credits and for guaranties and other contingent liabilities. In connection with any such transaction of business, each Authorized Person has the power and authority on behalf of the Company to do all such acts and other things as he or she (they) shall deem proper, including but not limited to (i) signing, drawing, accepting, endorsing, executing and delivering Items; (ii) executing and delivering notes, guaranties, assignments, pledges, hypothecations, mortgages, deeds of trust, security agreements, powers of attorney, indemnifications, receipts, waivers, releases and other instruments, agreements and documents; (iii) making and receiving delivery of Property; (iv) accepting, receiving, withdrawing and waiving demands and notices; (v) incurring and paying liabilities, costs and expenses; and (vi) delegating to one or more people (who may be, but need not be, an Authorized Person) the power and authority granted to any Authorized Person herein or as set forth in an agreement with respect to any credit, Service or Product, including the authority to request advances from a Lender under one or more credits with a Lender. Without limiting the generality of the foregoing, each Authorized Person has the power and the authority on behalf of the Company to obtain from a Lender from time to time upon such terms as he or she (they) shall deem proper, credits in such amounts as they deem necessary; and be it further

RESOLVED, that without limiting the generality of the foregoing, the Company hereby specifically authorizes the following:

☐ a loan in the principal amount of $_____; and be it further

☐ loans the total of the outstanding principal amounts of which shall not at any one time exceed $_____; and be it further

RESOLVED, that the authority given hereunder shall be deemed retroactive and any and all signatures, endorsements heretofore executed and all other actions heretofore taken (including agreements made electronically (*e.g.*, over the Internet)) by one or more of the Company's officers, members, partners or other persons, employees acting on behalf of the Company in any capacity (including Authorized Persons), and their delegees, (acting jointly or separately) are hereby adopted, ratified and confirmed; and be it further

RESOLVED, that any individual who holds the position or title identified above as an Authorized Person, and each person or persons designated by an Authorized Person to act on behalf of the Company (who may, but need not be, an Authorized Person), shall have the power and authority to transact business and bind the Company through electronic medium (*e.g.*, the Internet) and the Lender may rely on any of the following to the same extent as the actual signature and proof of identity of each such person to bind the Company: any electronic signature or digital signature, under applicable law, of such person; any identifier issued by the Lender, its affiliates or any other party (*e.g.*, Personal Identification Number associated with ATM or other card or any access device) to such person; or any other criteria that the Lender may reasonably rely on which may serve as an indicator of authentication for such person; and be it further

RESOLVED, that the foregoing resolutions shall remain in full force and effect and may be relied upon by a Lender, notwithstanding the dissolution or termination of existence of the Company or any change in the identity of, or any modification or termination of any authority of, any Authorized Person, until a copy of a subsequent resolution revoking or amending them, duly certified by an Authorized Person of the Company, shall be actually received by the account officer of a Lender responsible for the obligations of the Company and such Lender shall have had a reasonable time to act thereon; and any action taken by a Lender prior to such actual receipt and passage of time shall be binding upon the Company, irrespective of when such resolutions may have been adopted.

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