



Partnership Certificate Of Authority (Borrowing)

We, the undersigned, hereby certify as follows: (1) that we are all the general partners of _____ (the "Partnership") (or are authorized to act on behalf of them) pursuant to that certain Partnership Agreement dated _____, as the same may be amended from time to time, which Partnership has its principal place of business at _____;

(2) that we are jointly and severally liable (with each other and with the Partnership) for all indebtedness and obligations incurred in the name of the Partnership, whether such indebtedness and obligations are evidenced by a note or otherwise; and (3) that we are executing this Partnership Certificate of Authority ("Authority") to provide authority to any bank, corporation and other entity, whether now existing or hereafter organized, of which at least a majority of the stock or other ownership interests is at any time directly or indirectly owned or controlled by SunTrust Banks, Inc. or any successor in interest to SunTrust Banks, Inc. (such banks, corporations and other entities are hereinafter individually and collectively referred to as "Bank") to enter into certain agreements with the Partnership in the manner set forth herein:

1. On behalf of the Partnership we hereby authorize any (number required) _____ of the following individuals to borrow money, obtain credit and procure loans from Bank without limit as to amount; to sell or discount any notes, bills, accounts, acceptances, or any other instruments to Bank; to apply for and receive letters of credit from Bank, and from time to time to increase the amount, extend the date of expiration, or amend the terms of any outstanding letters of credit; to assign, pledge, convey, transfer, mortgage, or otherwise create a lien upon any real and/or personal property of this Partnership as security for the payment of any and all such obligations, loans, or credits (and renewals, extensions, or modifications of the same), and/or for the payment and performance of any and all other indebtedness, liabilities and obligations of this Partnership to said Bank, whether in the usual course of business or otherwise; to enter into any other agreement with Bank in regard to commercial banking transactions including initiating and authorizing wire transfers; and, in furtherance of and in connection with the foregoing, to make, execute and deliver in the name of and on behalf of this Partnership, such agreements, documents, or instruments deemed reasonable or necessary. All actions heretofore taken by the individual or individuals named herein in obtaining letters of credit, loans, or credits on behalf of this Partnership and in the exercise of the authority and powers herein granted are hereby ratified, adopted and confirmed, and Bank is hereby authorized and directed to pay proceeds of any such loans as directed by said individual(s), whether for payment or credit to the account of this Partnership with Bank or with another financial institution, or to such individuals or any third person, or otherwise.

| | |
|------------|-------------|
| Name _____ | Title _____ |
| Name _____ | Title _____ |
| Name _____ | Title _____ |
| Name _____ | Title _____ |
| Name _____ | Title _____ |
| Name _____ | Title _____ |

We expressly understand and agree that the Bank, when dealing with any of those individuals herein authorized to act for the Partnership, shall be entitled to accept the representations of such authorized individual(s) that the purpose of exercising the authority herein given is within the scope of the business of the Partnership, and said Bank shall be under no obligation to make any inquiries in order to verify or confirm any of said representations nor to see to the application of Partnership funds for the purpose so represented; and further, the Bank shall in no way be responsible for misapplication of Partnership funds or other property acquired, encumbered or disposed of by virtue of the authority herein given. To induce Bank to rely hereon, the undersigned agree individually and on behalf of the Partnership that notwithstanding any dissolution of the Partnership or modification or termination of the authority of any partner, whether by expiration of the Partnership Agreement, mutual consent, death, resignation, retirement, accession of one or more new partners, or otherwise, this Authority shall continue to be binding on each of the undersigned and their heirs and legal representatives and upon the Partnership and its successors and all new partners thereof, until Bank has received written notice signed by one of the undersigned or their legal representative revoking this Authority.

Witness the hands and seals of the undersigned General Partners of the Partnership on this _____ day of _____, _____.

| | <u>Name</u> | <u>Title</u> | <u>Signature</u> | <u>Tax Identification/Social Security Number</u> |
|----|-------------|--------------|------------------|--|
| 1. | _____ | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ | _____ |
| 6. | _____ | _____ | _____ | _____ |
| 7. | _____ | _____ | _____ | _____ |
| 8. | _____ | _____ | _____ | _____ |