

Limited Liability Company Borrowing Certificate



The undersigned, being the sole member of _____ ,
a _____ limited liability company] (“Borrower”), does hereby certify that
it is the sole and only member of Borrower and, under the Borrower’s [Operating Agreement][Limited
Liability Company Agreement] and by these presents, the undersigned is authorized and empowered
for and on behalf of and in the name of Borrower and without any requirement for consent or
approval by any other person or party, as Borrower’s act and deed:

1. To borrow money from _____ (Lender)
and to assume any liabilities of any other person or entity to Lender, in such form and on such
terms and conditions as shall be agreed upon by those authorized above and Lender, and to
sign and deliver such promissory notes and other evidences of indebtedness for money
borrowed or advanced and/or for indebtedness assumed as Lender shall require; such
promissory notes or other evidences of indebtedness may provide that advances be
requested by telephone communication and by any member, manager, employee or agent of
Borrower so long as the advances are deposited into any deposit account of Borrower with
Lender; Borrower shall be bound to Lender by and Lender may rely upon any communication
or act, including telephone communications, purporting to be done by any member, manager,
employee or agent of Borrower provided that Lender believes, in good faith, that the same is
done by such person.
2. To 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 any of the
promissory notes, contracts, instruments and other evidences of indebtedness authorized
hereby, and to execute and deliver to Lender such deeds of trust, mortgages, pledge
agreements and/or other security agreements as Lender shall require.
3. To perform all acts and 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 perfect or continue the rights, remedies and security
interests to be given to Lender, including, without limitation, any modifications, renewals
and/or extensions of any of Borrower's obligations to Lender, however evidenced; provided
that the aggregate principal amount of all sums borrowed and credits established pursuant
to this certificate shall not at any time exceed the sum of \$ _____
outstanding and unpaid.

The authority hereby conferred shall be deemed retroactive, and any and all acts authorized herein
which were performed prior to the execution of this certificate are hereby approved and ratified. The
authority hereby conferred is in addition to that conferred by any other certificate heretofore or

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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 certifies that the activities covered by the foregoing certifications constitute duly authorized activities of Borrower; that said 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 certifications set forth herein, and that the same are in conformity with the provisions of all such documents.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Certificate as of _____ .
_____ a _____ limited liability company.

By (Signature)

Name (Printed)

Title