

Borrowing Authorization - For All Future Loans And Properties

Note: Position Title(s) in Section 4 below will appear on all legal documents. Please be accurate.

Note: Renewing Members begin on Page 3

To induce a prospective lender (the “**Lender**”) to extend a loan, credit or other financial accommodations from time to time to or for the benefit of the borrowing entity named in item 1 below (hereinafter referred to as the “**Company**”), the undersigned, being duly authorized to execute and deliver this borrowing authorization (“**Authorization**”) on behalf of the Company, warrant and represent, under penalty of perjury, that:

1. Full name of borrowing entity (please write down the **exact** entity name, including any punctuation):

The Company: _____

a. Is a (check one):

☐ Limited Liability Company ☐ Corporation ☐ General Partnership ☐ Limited Partnership ☐ Trust

b. Is formed under the laws of the State of _____.

c. Has its principal place of business located at _____
Street Address City State Zip

2. Current, true and complete and correct copies of Company’s Certificate of Formation, Certificate/Articles of Incorporation, Articles of Organization, Organizational Agreement, Bylaws, Trust Agreement, or equivalent organizational documents, together with all amendments thereto (collectively, the “**Organizational Documents**”), have been delivered to Lender, or that such Organizational Documents are not required in the Company’s state of formation, do not exist, and will not be created prior to the consummation of the loan contemplated by this Authorization.
3. Under the Organizational Documents and/or pursuant to Company resolution(s) (which remain(s) in effect and has/have not been rescinded as of the date of this Authorization), the following individuals or entities have full authority, acting jointly or severally as indicated below, on behalf of and in the name of the Company, to take any and all actions necessary to execute, acknowledge, perfect and deliver to the Lender all documents required by the Lender in connection with any loan or extension of credit of any kind by the Lender to or for the benefit of the Company:

Name (as on organizational docs)

Title (as on organizational docs *will reflect on loan docs)

- | | |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |

[check here and add addendum if additional persons required]

[check here if Authorized Persons must act together (jointly), to execute any documents related to any loan]

NOTE: if the authority of anyone listed above will automatically expire at any date, or is limited to specific property or properties, do not complete this form and contact your Lender representative for an alternate document. (collectively, the “**Authorized Persons**”). Without limiting the generality of the foregoing, the Authorized Persons, acting together or separately in their individual capacities, have full authority, on behalf of and in the name of the Company, to undertake each and all of the following actions:

- a. To cause Company to borrow money from Lender in such amount and upon such terms as the Lender requires, to sign and deliver such promissory notes, instruments, and other evidence of indebtedness as the Lender requires, and to execute and deliver renewals, modifications, extensions, and replacement thereof;
 - b. To cause Company to purchase and hold title to real property;
 - c. To mortgage, pledge, convey, assign, transfer and otherwise grant security interests in any or all of the assets of the Company, including without limitation deeds of trust on any real estate or leasehold interest of the Company, as security for any or all indebtedness and obligations of the Company or any third person or entity to the Lender now existing or hereafter arising, and to execute and deliver such agreements, deeds of trust and other documents as the Lender requires in order to perfect any security interest or lien granted by the Company;
 - d. To execute and deliver any waivers, guaranties and indemnities as the Lender requires;
 - e. To direct the disposition of the proceeds of any and all loans or extensions of credit authorized herein; and
 - f. To Execute and deliver to or in favor of the Lender any amendments, modifications, renewals or supplements of or to any of the foregoing agreements, documents or instruments.
4. If the matters listed in the Authorization conflict with any of the Company's Organizational Documents, this Authorization will be deemed to amend the Company's Organizational Document(s) to grant the authority contemplated under this Authorization to the Authorized Persons.
 5. The authority granted, confirmed or evidenced by this Authorization shall be retroactive, and all acts authorized hereunder, but performed prior to the date of this Authorization, are approved and ratified by the Company. The authority granted, confirmed or evidenced by this Authorization shall continue in full force and effect until written notice from all of the undersigned revoking this Authorization shall have been actually received by the Lender at its address shown above.
 6. The undersigned person(s) together own 100% of the company, have the relationship to the Company represented herein, have actual knowledge of the Company's Organizational Documents and governance, and are authorized to take the action and give the representations contained in this Authorization.
 7. The undersigned person(s) authorize Lender to order a consumer credit report from one or more consumer reporting agencies and verify other credit information pertaining to them, including past and present mortgage and landlord references, with a consumer reporting agency or any other source. They further authorize Lender to obtain consumer reports each time they apply for a loan and at various times during the term of the loan in connection with the servicing, monitoring, collection or enforcement of the originated loan.
 8. The undersigned person(s) acknowledge that nature of signing authority will be evergreen.

[Instructions to Borrower: All owners of the Company must sign below. Please add additional signature pages if necessary.]

Owner/Shareholder:

Ownership Percentage

Signature: _____ Date: _____
 Printed Name: _____
 Title: _____

_____ %

Signature: _____ Date: _____
 Printed Name: _____
 Title: _____

_____ %

Signature: _____ Date: _____
 Printed Name: _____
 Title: _____

_____ %

Signature: _____ Date: _____
 Printed Name: _____
 Title: _____

_____ %

Total _____ %
 (must total 100%)

¹Because plans can change at the last minute, please list here any and all Authorized Persons who can bind the Company and may be responsible for executing the loan documents at closing.

Certificate of Prior Borrowing Authorization

For completion ONLY by renewing member borrowers

Has any of the information about the borrowing entity on the most recent Borrowing Authorization form changed, or are the any of the statements, promises and assertions made in that prior borrowing authorization now inaccurate or untrue? This includes but is not limited to any change in Authorized Persons, owners or officers, the name of the entity, and any change in the organizational documents of the borrowing entity whose membership is being renewed, such as the corporate charter or LLC Agreement.

If yes, meaning there has been a change or the prior statements are no longer true, please complete, and have executed, an entirely new Borrowing Authorization, providing a copy of all changed documents as required by paragraph 3 of the Borrowing Authorization Form.

If no, meaning there has been no change and the prior statements remain true, please complete the following certification, have it executed by an Authorized Person (as defined in the Prior Borrowing Authorization (as defined below)), and return only this page to your Lender representative.

I, personally and on behalf of the Company, hereby certify the following, and acknowledge that Lender is relying upon this certification in the extension of credit to the Company identified below:

1. The full name of the borrowing entity ("Company") is (please write down the **exact** entity name, including punctuation):

2. None of the information provided in the most recent Borrowing Authorization form executed by all of the owners of the Company and provided to Lender (the "Prior Borrowing Authorization") has changed, including but not limited to the Organizational Documents and Authorized Persons (both as defined in the Prior Borrowing Authorization; and
3. All statements, promises and assertions made by the Company in the prior Borrowing Authorization remain accurate, true and correct in all respects.
4. I and/or the Company shall promptly notify the Lender in writing in the event any of the matters certified to in paragraphs 2 and immediately above change in any way are no longer accurate or true.

SIGNED AND CERTIFIED:

Print Name: _____

Corporate Title: _____

Date: _____

[Both name and title must match the information on the Prior Borrowing Authorization]