

LIMITED LIABILITY COMPANY BORROWING CERTIFICATE – Multi Member

TO: **ResMac, Inc.**

The undersigned, being all the members of \_\_\_\_\_, a \_\_\_\_\_ limited liability company (“Borrower”), do hereby certify that they are all of the managers and members of Borrower and, under the Borrower’s Operating Agreement and by these presents, the undersigned are each 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 **ResMac, Inc.** and to assume any liabilities of any other person or entity to **ResMac, Inc.**, in such form and on such terms and conditions as shall be agreed upon by those authorized above and **ResMac, Inc.**, and to sign and deliver such promissory notes and other evidences of indebtedness for money borrowed or advanced and/or for indebtedness assumed as **ResMac, Inc.** 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 **ResMac, Inc.**; Borrower shall be bound to **ResMac, Inc.** by and **ResMac, Inc.** 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 **ResMac, Inc.** 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 evidence of indebtedness authorized hereby, and to execute and deliver to **ResMac, Inc.** such deeds of trust, mortgages, pledge agreements and/or other security agreements as **ResMac, Inc.** shall require.

3. To perform all acts and execute and deliver all documents described above and all other contracts and instruments which **ResMac, Inc.** 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 **ResMac, Inc.**, including, without limitation, any modifications, renewals and/or extensions of any of Borrower's obligations to **ResMac, Inc.**, 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 hereafter delivered to **ResMac, Inc.** and shall continue in full force and effect until **ResMac, Inc.** 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 ResMac, Inc. prior to **ResMac, Inc.**'s receipt of such notice.

We further certify 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 \_\_\_\_\_, 20\_\_\_\_\_].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title