

SBA Loan#:

LIMITED LIABILITY COMPANY BORROWING RESOLUTION

Borrower: _____
Address: _____

Lender: Dakota Certified Development Corporation
51 Broadway, Suite 500
Fargo, ND 58102

TIN# _____

WE THE UNDERSIGNED, being the board of governors of _____ (the "Company"), do hereby certify that the Company is organized and existing as a limited liability company under and by virtue of the laws of the State of North Dakota, with its offices at _____, and is duly authorized to transact business in the State of North Dakota.

MEMBERS AND AUTHORIZED SIGNERS: We further certify that the following is a complete list of the names and types of all members, governors, or managers of the Company authorized to bind the Company to all transactions with Dakota Certified Development Corporation as assigned to United States of America by and through the Small Business Administration:

(Check others that apply to the name listed)

<u>Names</u>	<u>Address</u>	<u>Governor</u>	<u>Member</u>	<u>Company Manager</u>	<u>Authorized Signor</u>
_____	_____		X		X
_____	_____		X		X
_____	_____		X		X
_____	_____		X		X

ASSUMED BUSINESS NAMES: Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: _____.

WE FURTHER CERTIFY that at a meeting of the members of the Company and/or Governors (or by other duly authorized company action in lieu of a meeting), duly called and held at _____, _____, _____ at which a quorum was present and voting, the following resolutions were adopted:

BE IT RESOLVED, that any one (1) of the Authorized Signers listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company, and acting for and on behalf of the Company and as its act and deed be, and they hereby are, authorized and empowered.

Loan: To negotiate and obtain a loan from Lender in the amount of \$_____ (\$_____) under such terms and conditions as such members, governors, managers, employees, or agents may agree to in their sole discretion.

Executes Notes: To execute and deliver to Lender the promissory note or notes of the Company, or Lender's forms, evidencing the sums of money so borrowed or any indebtedness of the Company to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, or any portion of the notes.

Grant Security: To mortgage, pledge, hypothecate, or otherwise encumber and deliver to Lender, as security by the payment of any loans to obtained, any promissory notes so executed, or any other or further indebtedness of the Company to Lender at any time owing; however, the same may be evidenced, any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all real property and all personal property of the Company. Such property may be mortgaged, pledged, hypothecated, or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, hypothecated, or encumbered.

Execute Security Documents: To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by Lender, and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which they may in their discretion deem reasonably necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized members, managers, employees, or agents may execute, deliver, or record financing statements.

BE IT FURTHER RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved, that these resolutions shall remain in full force and effect and Lender may rely on these resolutions until written notice of their revocation shall have been delivered to and received by Lender. Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

WE FURTHER CERTIFY that the members, managers, employees, and agents named above are duly elected, appointed, or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names; that the foregoing resolutions now stand of record on the books of the Company; and that the resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

We each have read all provisions of this Limited Liability Company Borrowing Resolution, and we each jointly and severally and on behalf of the Company certify and agree to its terms. This certificate is dated this _____ day of _____, 20__.

By: _____
(Company Name)

(Signature & Title)

(Signature & Title)

(Signature & Title)

(Signature & Title)

(Must be signed by all MEMBERS AND AUTHORIZED SIGNERS listed in document)
