

**LLC Certificate**

Property: \_\_\_\_\_ (the "Property")

LLC: \_\_\_\_\_ (the "Company")

The undersigned, being ALL the current Members of the Company certify as follows:

1. Attached hereto is a true and complete copy of the Articles of Organization of the Company, as amended, which has not since been amended or modified, and is in full force and effect.
2. Attached hereto is a certificate or other evidence of good standing of the Company, and no event has occurred since the date of such certificate or other evidence that has affected the good standing of the Company under the laws of the jurisdiction in which it was formed.
3.  Attached hereto is a true and complete copy of the Operating Agreement of the Company, as amended, which has not since been amended or modified, and is in full force and effect. **OR**  
 The Company has no Operating Agreement.
4. The undersigned hereby adopt the following resolutions and consent to the actions expressed therein, effective as of the date hereof:

**RESOLVED**, that the Company is hereby authorized to execute such documents, instruments and agreements as are necessary to effectuate the transfer of the Property in accordance with the purchase agreement.

**RESOLVED**, that \_\_\_\_\_ (name), \_\_\_\_\_ (title) is authorized to enter into such agreements on behalf of the Company and execute all such documents required to evidence such transactions with such changes or additions as he or she may deem necessary, convenient or advisable.

I/we make this Affidavit in consideration of the willingness of Masters Title & Escrow, agents for First American Title Insurance Company / North American Title Insurance Company / WFG National Title Insurance Company, to insure title. I/we understand that my/our statements about the Company are being relied upon by Masters Title & Escrow. I/we agree to indemnify and hold harmless Masters Title & Escrow and First American Title Insurance Company / North American Title Insurance Company / WFG National Title Insurance Company from and against any and all loss, cost or expense, including reasonable attorneys fees, that may arise due to any falsehood as to these matters.

\_\_\_\_\_  
Member signature  
Member name: \_\_\_\_\_

\_\_\_\_\_  
Member signature  
Member name: \_\_\_\_\_