

CONSENT AND AUTHORIZATION
(Borrower)
([ADDRESS])

Borrower:

Lender:

The undersigned acknowledge, certify, confirm, consent to, and authorize the following:

1. The undersigned is the Managing Member of _____, a _____ (the “**Borrower**”).
2. The Borrower is organized and existing under and by virtue of the laws of the State of _____, as a _____, with its principal office at _____, and is duly authorized to transact business in the State of California.
3. The undersigned authorize the below designated Managing Member of Borrower (the “**Authorized Representative**”) whose actual signature is shown below:

<u>NAME(S)</u>	<u>POSITION(S)</u>	<u>ACTUAL SIGNATURE(S)</u>
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to act for and on behalf of Borrower, and as its act and deed:

(A) To (i) enter into, from time to time, on behalf of Borrower, a Loan Agreement, and Deed of Trust in connection with loan advances or other credit or financial accommodations for real estate acquisition, development and renovation purposes from Lender, including, without limitation, the Loan pertaining to the project known as _____; (ii) to execute and deliver to Lender such other instruments or agreements evidencing such credit or financial accommodations as shall be required by Lender; and (iii) to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for any of the foregoing.

(B) To mortgage, pledge, hypothecate, or otherwise encumber and deliver to Lender, as security for any such Loan or other indebtedness, any property now or hereafter belonging to Borrower or in which Borrower now or hereafter may have an interest, including without limitation all real and personal property of Borrower. Such property may be mortgaged, pledged, hypothecated, or encumbered at the time such indebtedness is incurred, or at any other time, and may be either in addition to or in lieu of any property previously mortgaged, pledged, hypothecated, or encumbered.

(C) To execute and deliver the forms of mortgages, deeds of trust, pledge agreements, hypothecation agreements, indemnities and other security agreements and financing statements that may be required by Lender, of any kind or nature, which they may in their discretion deem reasonably necessary or proper in connection with the giving of the liens and encumbrances. If more than one person is designated above, any one of the Authorized Representative(s) may deliver, or record UCC financing statements.

(D) To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to Borrower or in which Borrower may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of Borrower with Lender, or to cause such other disposition of the proceeds derived therefrom as they may direct.

(E) In all cases, to do and perform such other acts and things, and to execute and deliver such other documents and agreements as they may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions.

5. The undersigned further agree that, so long as the Authorized Representative(s) continue to occupy the positions and have the capacities described in Section 4 above, they shall have full power and authority to make all decisions, take all actions, execute all documents, and otherwise represent Borrower in connection with any and all matters set forth above; and that Lender shall be fully entitled to rely on all statements and actions of the Authorized Representative(s) without the need to obtain any further consents or approvals from any other officers, directors, or shareholders of Borrower .

6. The undersigned further acknowledge and agree that Lender may, in Lender's discretion, freely assign its interest in the Loan to any affiliated entity, or otherwise as allowed pursuant to the Loan Agreement executed by Borrower and Lender with respect to the Loan, and Borrower hereby accepts and approves any such assignment.

7. The undersigned further ratify and approve all prior acts of any of the Authorized Representative(s) or any other partners, officers, members, managers, directors or other representatives of Borrower with respect to the matters set forth above.

8. This consent and authorization is in addition to and shall not limit the pre-existing authority of any partner, officer, manager, member, director or other agent or representative of Borrower or any of its officers to take action with respect to the matters set forth above.

9. This consent and authorization may be executed and delivered by facsimile signature and in counterparts.

DATED this ____ day of _____, 20____.

MANAGING MEMBER:

By: _____
[NAME], [TITLE]