



RESOLUTION OF LIMITED LIABILITY COMPANY
Authority to Borrow, Lease, Guarantee, Pledge Collateral, and Negotiate

TO: (Name/Address of Lender) Affinity Bank P.O. Box 583 Monroe, GA 30655	FROM: (Name/Address of Limited Liability Company)
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Paragraphs or text preceded by a are only applicable if the is marked, e.g. .

The entire management

All of the members

of the above described limited liability company ("Company"), validly organized and operating as required by law, do(es) hereby certify to the above named financial institution ("Lender") that the following is a true and complete copy of a resolution duly adopted at a meeting of

all of the members of the Company all of the individuals appointed by the members to manage the Company ("Managers").

"IT IS RESOLVED:

That the undersigned certifying this Resolution is hereby authorized and directed to certify to the Lender this Resolution and that the provisions therein are in conformity and in accordance with the Company's articles or certificate of organization and operating agreements, and to provide the names and to provide specimen or facsimile signatures, if requested by Lender, of the individuals authorized below;

That the Lender may rely upon our certification as to our authority to execute this Resolution and make the representations herein;

That all Managers or members of this Company whose signatures appear below are authorized for and on behalf of this Company to do anything necessary or required to procure loans and negotiate the terms, including interest rate, fees, and charges, for loans, including letters of credit in any form, from the Lender, or, to enter into any form of personal property or fixture lease with Lender, or, to give this Company's guarantee for the debts of the guaranteed borrower listed below to the Lender, from time to time, as they may deem necessary and to pledge, mortgage, grant a security interest, or convey to the Lender at any time any of the assets, whether personal property or real property which are owned by this Company as security for such loans or guarantees, and to discount with the Lender any accounts receivable or other paper held by this Company without limit as to amount, and to bind this Company to any origination, renewal, extension, refinancing, or modification of any transaction involving this Company and the Lender;

That the Lender is hereby authorized to direct and to apply the proceeds of any such loan or discount as directed by the persons signing such instruments, whether or not payable to the

order of any person so signing, and whether or not such proceeds are deposited to the individual credit of the person so signing or countersigning, or to the credit of any other persons;

That the Lender shall be fully protected and held harmless in relying upon this Resolution and shall be indemnified by the Company for any claims, expenses or losses resulting from the honoring of any signature, including any facsimile or other electronically communicated signature, hereby authorized, or refusing to honor any signature not so authorized, regardless of whether or not such signature was genuine and regardless of by whom or by what means the signature may have been communicated or affixed to any instrument or document, if such signature reasonably resembles the specimen or facsimile signature provided to Lender herein or otherwise provided.

That notwithstanding any modification or termination of the power of any Manager or member to represent the Company, this Resolution shall remain in full force and bind the Company and its legal representatives, heirs, or the Company's successors or assigns until written notice to the contrary signed by or on behalf of all of the Managers or all of the members shall have been properly received by the Lender, and that receipt of such notice shall not affect any prior action taken by the Lender in reliance hereof. If such notice is received by Lender, Lender, at its sole option, may continue to rely on this Resolution as modified by such notice or refuse to conduct further transactions and require delivery of a new Resolution of Limited Liability Company.

That notwithstanding any of the provisions hereof, and the knowledge of the Lender of the dissolution of the Company, the Lender may continue to honor any remaining signature hereby certified except as to such matters concerning which the Lender shall have received notice signed by or on behalf of all of the Managers or all of the members that the same are not in connection with the winding up of Company affairs.'

And, that all notes or other evidences of such loans, leases, guarantees, renewals, extensions, refinancings, or modifications, and all instruments of pledge, assignment, conveyance, or lien, and the endorsement and transfer of all paper discounted may be signed by any of the individuals whose signatures appear below individually, or as may be specifically set forth as to the number of necessary counter signatures. That means each named individual may sign without any other named individual unless additional signatures are required below under the heading 'number of required additional (counter) signatures'. By way of examples, if '1' is reflected under that heading, then one other named individual would also have to sign with the named individual who is not authorized to sign alone, or, if the space under that heading is left blank or '0' is reflected, the named individual may act alone.'

DATE OF RESOLUTION:

MANAGERS / MEMBERS			
TITLE	NAME	SIGNATURE	NUMBER OF REQUIRED ADDITIONAL (COUNTER) SIGNATURES
		X	
		X	
		X	
		X	
		X	

GUARANTEED BORROWER (Person or entity whose debt is being guaranteed, if any)

NAME OF GUARANTEED BORROWER	ADDRESS OF GUARANTEED BORROWER
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I certify that the foregoing are titles, names, and genuine signatures of the present Managers and members of this Company authorized by the above Resolution. IN WITNESS WHEREOF, I have subscribed my name on the date shown below. X _____ Signature Date _____ Title	COMPANY SEAL
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