**CERTIFICATE**

I, the undersigned Secretary of **<<FULLLEGALNAME>>**, a California nonprofit public benefit corporation (the “Corporation”),HEREBY CERTIFY thatthe Corporation is organized and existing under and by virtue of the laws of the State of California, with its principal office at **<<PRINCIPALADDRESS>>**, and is duly authorized to transact business in the State of California.

**I FURTHER CERTIFY** that at a meeting of the Directors of the Corporation, duly called and held on , 2020, at which a quorum was present and voting, or by other duly authorized corporate action in lieu of a meeting, the following resolutions were adopted:

**BE IT RESOLVED,** that any one (1) of the following named officers, employees, or agents of this Corporation, whose actual signatures are shown below:

|  |  |  |
| --- | --- | --- |
| **NAME** | **POSITION** | **ACTUAL SIGNATURE** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

acting for and on behalf of the Corporation and as its act and deed be, and he or she hereby is, authorized and empowered:

**Borrow Money.** To borrow from time to time from CPCA Ventures (“CPCA”) such sum or sums of money as in his or her judgment should be borrowed, without limitation, to agree upon the terms on which such sum or sums shall be borrowed, and to execute and deliver to CPCA a loan agreement setting forth the terms upon which such sum or sums shall be borrowed.

**Execute Notes.** To execute and deliver to CPCA the promissory note or notes, or other evidence of credit accommodations of the Corporation, on CPCA’s forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any indebtedness of the Corporation to CPCA, and also to execute and deliver to CPCA one or more renewals, extensions, modifications, refinancing, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to CPCA, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Corporation to CPCA at any time owing, however the same may be evidenced, any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, including without limitation all real property and all personal property (tangible or intangible) of the Corporation. Such property may be mortgaged, pledged, transferred, endorsed, 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, transferred, endorsed, hypothecated, or encumbered.

**Execute Security Documents.** To execute and deliver to CPCA the forms of commercial security agreement, mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which may be submitted by CPCA, 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 CPCA any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which he or she may in his or her discretion deem reasonably necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** To draw, endorse and discount with CPCA all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Corporation in which the Corporation may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the account of the Corporation with CPCA, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** To do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as he or she may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of these Resolutions.

**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 CPCA may rely on these Resolutions until written notice of his or her revocation shall have been delivered to and received by CPCA. Any such notice shall not affect any of the Corporation’s agreements or commitments in effect at the time notice is given.

**BE IT FURTHER RESOLVED,** that the Corporation will notify CPCA in writing at such address as CPCA may designate from time to time prior to any (a) change in the name of the Corporation, (b) change in the assumed business name(s) of the Corporation, (c) change in the management of the Corporation, (d) change in the authorized signer(s), (e) conversion of the Corporation to a new or different type of business entity, or (f) change in any aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and CPCA. No change in the name of the Corporation will take effect until after CPCA has been notified.

**I FURTHER CERTIFY** that the officer, employee, or agent named above is duly elected, appointed, or employed by or for the Corporation, as the case may be, and occupies the position set opposite the name; that the foregoing Resolutions now stand of record on the books of the Corporation; and that the Resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever. The Corporation has no corporate seal, and therefore, no seal is affixed to this certificate.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand on , 2020and attest that the signatures set opposite the names listed above are their genuine signatures.

**CERTIFIED TO AND ATTESTED BY:**

**(Secretary of Borrower)**

By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Title: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**