

## Vesting Title in a General Partnership

At least one natural person partner that owns ten percent (10%) or more of the General Partnership must be a borrower and must be qualified and approved for the loan in his/her individual capacity, using his/her social security number. **The General Partnership cannot be a borrower or co-borrower.** The promissory note will be in the name of an individual and all interest statements, payment coupons, etc., will be issued in the individual's name.

- A. Execution of closing documents when title will vest in a General Partnership:
  - a. The Mortgage/Deed of Trust and related Riders are executed by the General Partnership;
  - b. The Accommodation Rider is recorded with the Mortgage/Deed of Trust and executed by the General Partnership;
  - c. The Note, related Addendums and all remaining loan documents, including all disclosures, are executed by the natural person borrower(s), individually.
- B. The list of partnership documents that must be submitted to Axos Bank for review is outlined on the following page. Once collected, all documents should be imaged into the loan file.
- C. Axos Bank charges a fee \$300 for its review of each General Partnership's governing documents.
- D. Axos Bank reserves the right to request additional documents and due diligence materials, including but not limited to (i) an opinion letter from the General Partnership's attorney addressing formation and authority; and (ii) documents concerning any entity that is a partner of the General Partnership.
- E. Axos Bank retains the right to invoice Broker for any fees or costs, both third party and internal, related to the review of all loans/vesting requests/documents.

## General Partnership Document Requirement Outline

For approval of vesting in a General Partnership, Broker should provide the following documentation to Axos Bank for review:

1. Certificate of Partnership Formation, including all amendments (or equivalent document required by the state to register the partnership).
2. Certificate of Good Standing (or equivalent document) issued from the state in which the General Partnership is organized/registered. The certificate cannot be dated more than 60 days prior to closing. A Certificate of Good Standing/Existence is required for every General Partnership, regardless of whether the General Partnership was recently formed.
3. A complete list of all partners.
4. The Partnership Agreement, including all amendments, attachments, exhibits, and schedules. This agreement must be signed/executed/approved by all partners.
5. Resolution, executed by all partners, in accordance with the General Partnership's governing documents. The resolutions must (a) identify the loan transaction and the collateral property, (b) approve the mortgaging of the collateral as security for the loan to the natural person borrower(s); and (c) designate a partner to execute all documents on behalf of the General Partnership. Please see template provided with these materials (which may also be requested in Microsoft Word to facilitate editing by the partnership).
6. If the General Partnership's is owned by another entity (i.e., non-natural person), documents concerning that entity must also be submitted for review.

If the property is located in a state other than the state in which the General Partnership is organized, the following documents issued from the state in which the property is located must also be provided:

7. A filed Certificate of Authority (or equivalent document) showing the General Partnership is properly registered in that state.

8. A Certificate of Good Standing (or equivalent document) dated within 60 days of the loan closing.

Following its review of the foregoing documents, Axos Bank reserves the right to request additional documents, certificates, and due diligence materials, including but not limited to, an opinion letter from the General Partnership's counsel.

If the General Partnership is approved to hold title, the General Partnership will sign the Mortgage/Deed of Trust and related Riders and will be required to sign an Accommodation Rider. The Note, related Addendums, and all other closing documents, including all disclosures, will be signed by the qualifying natural person borrower(s) in their individual names.

Axos Bank's approval of a General Partnership for vesting is limited to the specific loan transaction identified in the resolutions at item 5 above. Such approval will be valid for six (6) months from issuance and is limited to that specific loan transaction. All supporting documents, certificates and resolutions must be dated no more than sixty (60) days prior to closing. For supporting documents dated more than sixty (60) days prior to closing, Axos Bank may, in its discretion, require a more current version, and/or certification from an authorized agent that no changes have occurred since the document's original date.

## Resolutions of Unanimous Written Consent of the Partners of

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The undersigned, being all of the partners of \_\_\_\_\_, a \_\_\_\_\_ general partnership (hereafter the “Partnership”), acting by unanimous written consent and pursuant to the Partnership Agreement, do hereby consent to and adopt the following resolutions:

BE IT RESOLVED: that the Partnership acknowledges the borrowing by \_\_\_\_\_ of a loan in the principal amount of \$ \_\_\_\_\_ from Axos Bank®, a federal savings association (hereafter “Lender”) subject to the terms of certain loan documents issued pursuant to Lender loan number \_\_\_\_\_ (hereafter the “Loan”).

BE IT FURTHER RESOLVED: that it is hereby approved that the Partnership secure said Loan by a deed of trust or mortgage by the Partnership on the following described real property: \_\_\_\_\_.

BE IT FURTHER RESOLVED: the Partnership shall, and does hereby appoint \_\_\_\_\_, its designated Partner, to execute and deliver on behalf of the Partnership a deed of trust or mortgage, security agreement, and any and all other instruments, certificates, consents, affidavits, or other documents required or appropriate to effectuate the secured transaction contemplated by said Loan.

BE IT FURTHER RESOLVED: that \_\_\_\_\_ is hereby empowered to take such actions as may be necessary to carry out the intents and purposes of the forgoing resolutions and shall have the power and authority to bind the Partnership.

BE IT FURTHER RESOLVED: that the undersigned and the Partnership represent, warrant and certify that \_\_\_\_\_ are all of the partners of the Partnership.

BE IT FURTHER RESOLVED: that the undersigned and the Partnership represent, warrant and certify that the Partnership’s organizational documents, including its Certificate of Formation and the Partnership Agreement, authorize the Partnership and its partners to pledge, encumber and hypothecate assets of the Partnership as security for a loan made to \_\_\_\_\_ in his/her/their individual/personal capacity(ies).

BE IT FURTHER RESOLVED: that the undersigned and the Partnership represent, warrant and certify that if any statement made in these resolutions is incorrect, but could be made

correct by an amendment to the Partnership’s organizational documents by the individuals signing below (whether in their capacities as partners or otherwise), the organizational documents, including but not limited to the Partnership Agreement, is/are and shall hereby be amended so as to make such statement true and correct in all respects.

BE IT FURTHER RESOLVED: The undersigned, on behalf of the Partnership, authorize(s) these resolutions to be maintained in Lender’s files and used and relied upon by Lender in connection with any accounts the Partnership may seek to establish for the Partnership or in the name of the Partnership with Lender in the future (hereafter “Partnership Accounts”). In connection with any Partnership Accounts, the undersigned is/are duly qualified, and without the consent of any other person, have power by his/her/their signature(s) below, on behalf of the Partnership, to authorize, and hereby expressly authorize(s): (i) the opening and closing of any deposit and investment accounts, including without limitation, mutual funds, annuities, non-deposit investment products, and other uninsured vehicles; (ii) the depositing of funds into, signing checks, drawing upon, and withdrawing funds from the Partnership Accounts; (iii) holding title to assets in the name of the Partnership; (iv) executing and delivering contracts on behalf of the Partnership; (v) consenting to pay fees on behalf of the Partnership; (vi) binding the Partnership’s assets to agreements; and (vii) taking any additional appropriate actions in furtherance of these resolutions and the documentation executed with Lender to open the Partnership Accounts.

BE IT FURTHER RESOLVED: These resolutions may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, and a signature on these resolutions, delivered by facsimile, e-mail, PDF, or other means of electronic transmission, shall have the same effect as an original signature.

BE IT FURTHER RESOLVED: Each individual executing these resolutions on behalf of an entity hereby represents and warrants to Lender and its successors and assigns that such individual has been duly and validly authorized to execute and deliver these resolutions and any and all other documents contemplated by the Loan transaction on behalf of such entity.

These resolutions are made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ and delivered to the Lender, with the intent and understanding that Lender and its successors and assigns rely on these resolutions in consummating the Loan transaction.

Partners:

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