

# LIMITED LIABILITY COMPANY AFFIDAVIT

State of New York )  
County of ) ss.:

Title No.: \_\_\_\_\_  
Exception No(s). \_\_\_\_\_  
Premises: \_\_\_\_\_

\_\_\_\_\_ being duly sworn, does hereby depose and state as follows:

1. I am the/one of the \_\_\_\_\_ [Manager(s)/General Manager(s)] of \_\_\_\_\_ [Entity name] (hereinafter referred to as the "LLC") a New York Limited Liability Company, with offices located at \_\_\_\_\_

2. (a)  That the above-named LLC is purchasing the above premises and is the grantee in the deed transferring title to the above premises which are more particularly described in Schedule A of the above numbered title report.

OR

2. (b)  That the above-named LLC is selling the above premises and is the grantor in the deed transferring title to the above premises which are more particularly described in Schedule A of the above numbered title report and that said LLC is the same LLC named as grantee in deed recorded in Liber \_\_\_\_\_ page \_\_\_\_\_ in the \_\_\_\_\_ County Clerk's/Register's Office.

AND/OR

2. (c)  That the above-named LLC is  refinancing  mortgaging the above premises and is the grantee in the deed transferring title to the above premises which are more particularly described in Schedule A of the above numbered title report and that said LLC is the same LLC named as grantee in deed recorded in Liber \_\_\_\_\_ page \_\_\_\_\_ in the \_\_\_\_\_ County Clerk's/Register's Office.

3. That there are no judgments, environmental control board judgments, parking violations bureau judgments, any other special municipal judgments, federal or state tax lien or warrants against said LLC and the judgment(s), environmental control board judgment(s), parking violations bureau judgment(s), other judgment(s), federal or state tax lien(s), warrant(s) or lien(s) against the LLC, if any, returned in the above captioned report of title are not against the LLC but against a party of the same or similar name and said LLC has never done business at any of the addresses stated in said report.

4. That all license fees and taxes due and payable by said LLC have been paid in full.

5. That no work has been done upon the premises that may result or has resulted in the filing of a mechanics lien within the permissible filing period or charges or notices by the New York City Department of Rent and Housing Maintenance, Highway Department, H.P.D. Emergency Services, or any other Department or Agency of the City of New York and there are no outstanding water charges, emergency repair lien(s), environmental control board lien(s), sidewalk lien(s) or other municipal lien(s) due to or from the governing municipal authorities.

6. That there are no street vaults, opening under the sidewalks, sidewalk notice(s) or pending assessment(s).

7. That no proceedings in bankruptcy have ever been instituted by or against said LLC; nor has it ever made an assignment of rents of said premises or an assignment for the benefit of creditors.

8. (a)  There are presently **NO tenants** in said premises and I am/we are in possession of the entire premises.

OR (b)  There are presently \_\_\_\_\_ **tenant(s)** in said premises. Each of said tenants either (a) is in possession under a lease containing a standard subordination clause fully and unconditionally subordinating said lease to all existing and future financing, including but not limited to mortgages, or (b) is a statutory tenant. All persons in possession are in possession pursuant to written leases as tenants only. There are no options to purchase or rights of first refusal either pursuant to written lease or by separate agreements and there have been no changes, amendments or modifications to any lease agreement(s).

9. (a) The **Articles of Organization and the Operating Agreement** of said LLC (copies of which are annexed hereto) empower me to execute any and all documents required for the \_\_\_\_\_ [sale, lease, mortgage, pledge or other transfer] of the above mentioned premises and which is further described in Schedule A of the above mentioned title report.

(b) That said LLC has not been dissolved and there have been no changes in the composition of said LLC since its formation, namely it has not been dissolved, none of the members are deceased, bankrupt or incapacitated and no member has been expelled or withdrawn.

(c) The transaction \_\_\_\_\_ [sale, lease, mortgage, pledge, or other transfer] of said premises is in the ordinary course of business and does not constitute the sale or pledging of all or substantially all of the assets of the LLC.

(d) That said LLC has fully complied with all publication requirements including but not limited to the filing of the certificate and affidavits of publication with the Department of State; and said LLC has full authority to carry on, conduct or transact business in New York State.

(e) The Operating Agreement of said LLC empowers me to appoint the following person(s) to act in my place and stead and to act as closing agent(s): \_\_\_\_\_. If more than one agent is appointed, I hereby direct that each agent act:  SEPARATELY  TOGETHER

10. At a meeting of the above mentioned LLC, duly called and held this day at which a quorum was present and acted throughout, the LLC unanimously adopted the following resolution, which has not been modified or rescinded:

RESOLVED, that the LLC sell the above referenced premises and execute and deliver to

\_\_\_\_\_ [name of purchaser] a deed in recordable form for said premises.

OR

RESOLVED, that the LLC purchase the above referenced premises and accept a deed in recordable form for said premises.

AND/OR

RESOLVED, that the LLC  refinance  mortgage the above referenced premises and execute and deliver to

\_\_\_\_\_ [name of lender] a mortgage in recordable form, to encumber said premises.

11. That I/we make this Affidavit to induce the Eagle Abstract Corp. and its underwriter (the Company) to issue its title policy(ies). The statements made herein are based upon my/our actual knowledge of the facts. I/we realize that the Company is relying upon the truth of the statements herein contained as a basis for the issuance of its title policy(ies) and I/we acknowledge that the Company is entitled to so rely. In further consideration of the Company issuing its title policy(ies), I/we agree to fully protect, defend, indemnify and hold Company forever harmless for any loss, liens, claims, costs, expenses (including, but not limited to court costs, legal fees and expenses which the Company may incur to enforce this indemnification), or damage which Company may incur because of or arising from this Affidavit, or as a result of Company's acceptance of and reliance upon this, my/our Affidavit, or from Company having to perform or take any action under the Title Policy to cure, remove, compromise, satisfy, discharge, or dispose of any lien, encumbrance or objection to title affecting the Property and not disclosed in this Affidavit.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_