

Partner Certificate



To: TSB Bank Limited (TSB)

And to:

(solicitor)

Documents

Documents to be entered into (documents)

Facility agreement(s)

Mortgage document(s)

Security document(s)

Guarantee

Other

ANY OTHER DOCUMENT CONTEMPLATED, OR CONSIDERED NECESSARY OR EXPEDIENT IN CONNECTION WITH OR INCIDENTAL TO, THE DOCUMENTS.

We and
and and
and ,

each a **partner** and together the **partners** of (partnership), certifies as follows:

1. Partnership agreement

1.1 The **partnership** is duly constituted under a current partnership agreement.

2. Partners

2.1 Each of the **partners** of the **partnership** is a current and validly appointed partner of the **partnership** and there are no other partners of the **partnership**. None of the **partners** has resigned, nor has any action been taken to remove any **partner** or appoint any new **partner**.

3. Resolutions

3.1 The **partners** have passed all necessary resolutions to:

- Approve the transactions (**transactions**) contemplated by the **documents**, and the **documents** themselves; and
- Authorise signing of the **documents** by or on behalf of the **partnership** in the manner in which they have actually been signed.

3.2 The resolutions were duly passed in writing signed by all of the **partners** of the **borrower**.

3.3 The resolutions remain in full force and effect and have not been superseded or revoked.

3.4 In approving the **documents** and the **transactions**, the **partners**, after taking into account all relevant factors, are of the view that the entry into and performance of the **documents** and the **transactions** by the **partners** as partners of the **partnership** is in the best interests of, for the benefit of, and for the proper purposes of, the **partnership**.

4. Due execution

4.1 Each of the **documents** has been properly executed by the **partners** in their capacity as partners of the **borrower** and (if a deed) delivered by the **partnership**.

5. Power to enter into documents and transactions

5.1 The **partners** have the power to enter into and perform their obligations under the **documents** and the **transactions** under the terms of the **partnership agreement** and at law.

6. Partnership assets

6.1 The **partners** hold the assets of the **partnership** as partners of the **partnership** only, and in no other capacity.

7. Solvency

- 7.1 After making due enquiry, the **partners** are not aware of any winding-up or dissolution proceedings that have been commenced, or are intended or anticipated by any person, against the **partnership**.
- 7.2 After making due enquiry, the **partners** are of the view that the **borrower**:
- Is able to pay its due debts and will not become unable to pay its due debts as a result of the **documents** and the **transactions**;
 - Is not engaged or about to engage in business for which its financial resources are unreasonably small;
 - Will be able to perform its obligations under the **documents** and the **transactions** when required to do so; and
 - Has, by entering into the **documents** and the **transactions**, no intention to prejudice a creditor (within the meaning of subpart 6 of part 6 of the Property Law Act 2007) of the **borrower**.

8. Consents

- 8.1 All consents, approvals or authorisations required by the **partnership** for entry into, execution or performance of, or for any other purpose in connection with, the **documents** and the **transactions**, have been obtained on an unconditional and unqualified basis and remain in full force and effect.
- 8.2 The entry into, execution and performance of the **documents** and the **transactions** will not cause any of the Partners or the Partnership to be in breach of any applicable law or obligation.

Signed by all of the partners of the borrower

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date