

# General Partner's Certificate



To: TSB Bank Limited (TSB)

And to:

(solicitor)

## Documents

[Documents to be entered into](#)

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.

I, \_\_\_\_\_ (general partner),  
the general partner of \_\_\_\_\_ (limited partnership), certifies as follows:

I, \_\_\_\_\_ (general partner),  
the general partner of \_\_\_\_\_ (limited partnership), certifies as follows:

I, \_\_\_\_\_ (general partner),  
the general partner of \_\_\_\_\_ (limited partnership), certifies as follows:

I, \_\_\_\_\_ (general partner),  
the general partner of \_\_\_\_\_ (limited partnership), certifies as follows:

I, \_\_\_\_\_ (general partner),  
the general partner of \_\_\_\_\_ (limited partnership), certifies as follows:

### 1. Limited partnership

1.1 The **limited partnership** is duly constituted under a current limited partnership agreement (**limited partnership agreement**) and has been registered under section 51 of the Limited Partnerships Act 2008.

### 2. General partner

2.1 The **general partner** is the current and validly appointed **general partner** of the **limited partnership**, and there are no other **general partners** of the **limited partnership**. The **general partner** has not resigned, nor has any action been taken to remove the **general partner** or appoint any new general partner of the **limited partnership**.

### 3. Resolutions

3.1 The **general partner** has 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 **limited partnership** in the manner in which they have actually been signed.

3.2 The resolutions remain in full force and effect and have not been superseded or revoked.

3.3 In approving the **documents** and the **transactions**, the **general partner**, after taking into account all relevant factors, has determined that the entry into and performance of the **documents** and the **transactions** by the **limited partnership** is in the best interests of, for the benefit of, and for the proper purposes of, the **limited partnership**.

### 4. Due execution

4.1 Each of the **documents** has been properly executed by the **general partner** in its capacity as a general partner of the **limited partnership** and (if a deed) delivered by the **general partner** and the **limited partnership**.

**5. Power to enter into documents and transactions**

5.1 The **general partner** has the power to enter into and perform their obligations under the **documents** and the **transactions** under the terms of the **limited partnership agreement** and at law.

**6. Solvency**

6.1 After making due enquiry, the **general partner** is not aware of any winding-up or dissolution proceedings that have been commenced, or are intended or anticipated by any person, against the **limited partnership**.

6.2 After making due enquiry, the **general partner** is of the view that the **limited partnership**:

- a. 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**;
- b. Is not engaged or about to engage in business for which its financial resources are unreasonably small;
- c. Will be able to perform its obligations under the **documents** and the **transactions** when required to do so; and
- d. 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 **limited partnership**.

6.3 After making due enquiry, the **general partner** is not aware of any terminating event (as that term is defined in section 86(1) of the Limited Partnerships Act 2008) having occurred or any event or circumstances subsisting which with the expiry of time or the giving of any notice would be a terminating event.

**7. Consents**

7.1 All consents, approvals or authorisations required by the **limited 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.

**Signed by all of the general partners of the borrower**

Signature  Date

Signature  Date

Signature  Date

Signature  Date

Signature  Date