

**PARTNERSHIP RESOLUTION**

We, \_\_\_\_\_, in our capacities as partners of \_\_\_\_\_ (the “Partnership”), a partnership organized and existing under the laws of the Philippines, with principal office at \_\_\_\_\_, hereby certify that the following resolution was unanimously passed and approved on \_\_\_\_\_;

**PARTNERSHIP RESOLUTION**

**RESOLVED**, that **METROPOLITAN BANK & TRUST COMPANY** (hereinafter called “**METROBANK**”) be, and is hereby, designated as depository of the funds/monies of \_\_\_\_\_ (the “Partnership”), and that the Partnership be, and is hereby, authorized to open and/or maintain and operate savings, time, current and/or trust accounts (“Account/s”) with METROBANK Head Office, and/or any of its branches.

**RESOLVED, FURTHER**, that any \_\_\_\_\_ (\_\_\_\_\_) of the following officers/persons be with their specimen signatures below, as he/she/they is/are hereby, authorized, for and on behalf of the Partnership, (i) to sign, execute and/or deliver any and all documents, papers, instruments, forms, agreements or contracts in connection with or as may be required by, appropriate, necessary, and/or incidental to (a) the opening, closing, operation and/or management of any and all Account(s) of the Partnership with or investment of any funds of the Partnership through METROBANK, (b) the availment by the Partnership of any and all services/facilities of METROBANK, and the operation and/or management of the said services/facilities, and (c) the Partnership’s application for and enrollment in electronic banking channels and other electric delivery channels and to give any and all instructions pertaining thereto, including the appointment of its System Administrator who would then appoint the corporation’s Users, responsible for the operation, maintenance, use and/or management of the said electronic banking/delivery channels; (ii) to withdraw or transfer the funds/monies of the Partnership by checks, receipts, drafts, bills of exchange, withdrawal slips, orders for payment or otherwise; (iii) to sign, endorse, draw, accept, make, execute and/or deliver, for negotiation, payment, deposit or collection, checks, receipts, drafts, bills of exchange, orders for payment to initiate credit-related transactions such as letter of credit, promissory notes, request for financing subject to availability of credit lines with METROBANK at the time of availment, and/or other similar instruments in connection with the said account(s)/funds; and (iv) to close the account(s), receive the balance(s) thereof and sign any and all documents which METROBANK may require in connection therewith:

| Name | Position | Specimen Signature |
|------|----------|--------------------|
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|      |          |                    |
|      |          |                    |

**RESOLVED, FURTHERMORE**, that METROBANK, its directors, officers, employees, agents or authorized representatives (“METROBANK”) are each entitled and authorized to rely on these instructions as valid, binding and effective upon the Partnership and that METROBANK shall not be liable for any act done or suffered by them in reliance of the above instructions, it being understood that any and all risks and costs arising from the above instructions shall be for Partnership’s sole and exclusive account.

**RESOLVED, FINALLY**, that all things/acts done and documents executed and entered into by the aforementioned signatories pursuant to and in accordance with the foregoing authorities are hereby affirmed, confirmed and ratified. Likewise all things/acts done and documents executed and entered into on behalf of the Partnership prior to this Resolution are hereby affirmed, confirmed and ratified.

The above Resolution is part of the records of the Partnership and it has not been altered, amended nor revoked and that the same are valid, binding and subsisting and shall continue to be the valid, binding and subsisting instruction of the Partnership such that METROBANK has the right to rely upon said Resolutions until and unless METROBANK has received the original copy of a subsequent Partnership Resolution expressly superseding/invalidating the above referred Resolution.

**IN WITNESS WHEREOF**, we have hereunto affixed our signatures at \_\_\_\_\_  
on \_\_\_\_\_.

|  |  |
|--|--|
| _____<br><Name of Partner><br><b>Partner</b><br>ID No. _____<br>Expiry _____ | _____<br><Name of Partner><br><b>Partner</b><br>ID No. _____<br>Expiry _____ |
|--|--|

**SUBSCRIBED AND SWORN TO** before me at \_\_\_\_\_, on \_\_\_\_\_, Affiant exhibiting to me his/her Identification Document \_\_\_\_\_ with No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, and expires on \_\_\_\_\_.

**NOTARY PUBLIC**

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Series of: \_\_\_\_\_.