

LETTER OF CONSENT TO SUBLEASE



[Date]

Dear Sirs

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On behalf of the Landlords we CONSENT to the grant by the Tenants to the Subtenants of the Sublease of the Property on the following terms and conditions:-

1 Definitions

In this Letter of Consent:-

"Head Landlords" means [] Limited, incorporated under the Companies Acts (Registered Number []) and having their Registered Office at [];

"Heritable Creditors" means [];

"Landlords" means [] Limited, incorporated under the Companies Acts (Registered Number []) and having their Registered Office at [];

"Lease" means the Lease between [] and [] dated [] and [] and registered in the Books of Council and Session on [] [and also recorded in the Division of the General Register of Sasines for the County of []] [and the Tenants' interest in which is registered in the Land Register of Scotland under Title Number []];

"Missives" means the binding contract constituted by this Letter of Consent and all formal letters following upon it;

"Parties" means the Landlords and the Tenants;

"Property" means ALL and WHOLE [] being the subjects more particularly described in the Lease;

"Schedule" means the schedule annexed to this Letter of Consent;

"Sublease" means [the sublease of the Property to be granted by the Tenants to the Subtenants in respect of [the whole] [part] of the tenants' interest in the Lease] [a sublease in terms of the draft set out in the Schedule];

Version 3
August 2010



"Subtenants" means [] Limited, incorporated under the Companies Acts (Registered Number []) and having their Registered Office at [];

"Tenants" means [] Limited, incorporated under the Companies Acts (Registered Number []) and having their Registered Office at []; and

["Third Parties" means [the Heritable Creditors] [and] [the Head Landlords].]

2 Tenants' Confirmation

The Tenants confirm that no premium or other financial consideration is payable in relation to the grant of the Sublease, and no side letter or similar agreement has been, or will be, entered into between the Tenants and the Subtenants in relation to the Sublease.

3 Terms of Sublease

3.1 The Sublease will be:

3.1.1 for the period from [] to [];

3.1.2 at an initial rent of [] POUNDS (£[]) Sterling per annum, subject to review at dates coincident with, and on the same terms *mutatis mutandis* as, the rent reviews contained in the Lease; and

3.1.3 in terms which are wholly consistent in all respects with the Lease.

3.2 [The Landlords will not revise a draft of the Sublease nor be a party to it. The Tenants will not be entitled to use this consent as evidence that the terms of the Sublease have been approved expressly or impliedly by the Landlords.]

4 Rental Evidence

The Tenants will not be entitled to use this consent as evidence that the initial rent under the Sublease is accepted by the Landlords to represent the current open market rental value of the Property.

5 Sublease to be Registered

5.1 The Tenants will procure that the completed Sublease is registered in the Books of Council and Session for preservation and execution [and recorded in the General Register of Sasines] [and is registered in the Land Register of Scotland] within [two months] after the date of this Letter of Consent.

5.2 The Tenants will deliver [two] extracts of the Sublease to the Landlords' solicitors within [14] days of the date of registration in the [Books of Council and Session] [Land Register of Scotland].

5.3 Where the Sublease is to be registered in the Land Register the Tenants will provide the Landlords within fourteen days of receipt by the Subtenants with (a) a copy of the receipted Form 4 and (b) a copy of the Land Certificate for the Subtenants' interest with a colour copy of the Title Plan(s).

6 [Suspensive Condition]

[This Letter of Consent is suspensively conditional on the Landlords obtaining written consent to the Sublease from the Third Parties in terms satisfactory to the Landlords, acting reasonably, within [21] days of the date of this Letter of Consent;

If the foregoing suspensive condition is not timeously purified (or waived by the Landlords), the Landlords will be entitled to withdraw this Letter of Consent at any time thereafter (but prior to such purification or waiver) on giving written notice to that effect to the Tenants.]

7 No possession

The Tenants will procure that the Subtenants are not given possession of the Property prior to [(a)] conclusion of the Missives [and (b) purification of Condition [6] ([Suspensive Condition])].

8 Costs

The Tenants will pay within ten working days after written demand the Landlords' solicitors fees and any expenses reasonably and properly incurred by the Landlords [(including any costs payable to the Third Parties)] [and the Landlords' [surveyors'] administration fee [of £()]] [(including VAT)] whether or not the Sublease is completed.

9 Entire Agreement

The Missives set out the entire agreement between the Parties relative to the consent of the Landlords to the Sublease and neither of the Parties will be treated as having entered into the Missives in reliance on any representation, warranty or undertaking of the other Party which is not set out or referred to in the Missives.

10 Tenants' Acceptance

This Letter of Consent, unless sooner withdrawn, is open for acceptance in writing reaching us at this office not later than 4pm on [] failing which it will be deemed to have been withdrawn.

Yours faithfully

This is the Schedule referred to in the foregoing Letter of Consent from [] to [] dated []

Sublease