

**CERTIFICATE OF TITLE**  
**(Based on the CLLS Certificate of Title (Sixth Edition))**



**Property:**

Version 3  
October 2008



## TABLE OF CONTENTS

| Clause |                                                                  | Page No. |
|--------|------------------------------------------------------------------|----------|
| 1      | RELIANCE ON THIS CERTIFICATE                                     | 1        |
| 2      | CERTIFICATE                                                      | 1        |
| 3      | THE VALUERS                                                      | 4        |
| 4      | CONFIRMATION BY THE COMPANY                                      | 4        |
| 5      | SCHEDULE                                                         | 5        |
|        | SCHEDULE                                                         | 6        |
|        | Part 1 - Definitions and interpretation etc.                     | 6        |
|        | Part 2 - Matters affecting the Property                          | 10       |
|        | Part 3 - The Lease                                               | 17       |
|        | Part 4 - The Letting Documents                                   | 24       |
|        | Part 5 - Details and disclosure                                  | 34       |
|        | Qualifications to statements contained in Part 3 of the Schedule | 42       |

## CERTIFICATE OF TITLE

To: **[Insert Name and Address of each addressee]**

**[Insert short address of the Property]**

1. 1 **RELIANCE ON THIS CERTIFICATE**

1.1 This Certificate is addressed to you and is intended solely for your benefit [and that of [the Creditor] [and] [the Banks/Finance Parties]] in connection with the Transaction. It is not to be relied upon by any other person nor used for any other purpose.

1.2 Clause 1.1 does not prevent this Certificate being disclosed for information purposes only to any third party.

1.3 Any claim in respect of this Certificate may only be brought by or through the agency of any of the parties to whom it is addressed. Where such claim would properly lie also against any other party involved in the provision of information for or otherwise involved in the preparation or approval of this Certificate and such other party has lawfully and effectively limited, excluded or restricted its liability in respect of any such claim then our liability shall not in any circumstances be increased as a consequence of any such limitation, exclusion or restriction and our liability shall be calculated on the basis that no such limitation, exclusion or restriction by such other party is effective.

2. 2 **CERTIFICATE**

On the basis of and insofar as the same is discoverable from our investigations mentioned in this Certificate, we certify that:

2.1 **Title**

2.1.1 We have investigated the title of the Company to its interest in the Property in the knowledge that you are relying on this Certificate for the purpose of the Transaction.

2.1.2 We have:

(a) examined and considered the documents of title and other documents and papers relating to the Property produced to or obtained by us; and

(b) considered the results of the searches and replies to the enquiries made by us as referred to in Section 5 of Part 5 of the Schedule which, unless we state "not made" in Section 5 of Part 5 of the Schedule, are those which we consider

appropriate or necessary in the circumstances of the Transaction and having regard to the nature of the Property.

The information given in this Certificate arises solely from such examination and consideration and the results of such searches and enquiries and (to the extent that these do not disclose such information) from material provided to us by the Company [and the Seller].

2.1.3 Subject to the matters referred to in Sections 6 and 7C of Part 5 of the Schedule:

- (a) in our opinion, [subject to due registration in the Land Register of the interest of the Company created by the [disposition] [assignment] in respect of the Property from the Seller to the Company,] the Company has a good and marketable title to its interest in the Property, is solely entitled to its interest in the Property and does not hold the Property in trust for any other party, [and neither we nor the Company know of any reason why the Company should not be registered as proprietor of such interest without exclusion of indemnity];
- [(b) in our opinion, subject to due registration in the Land Register or recording in the Sasine Register as appropriate of the interest of the Creditor in the Standard Security, neither we nor the Company know of any reason why the Creditor should not obtain a valid first ranking Standard Security over the Property and be duly registered as creditor in such Standard Security without exclusion of indemnity;]
- [(c)] the details of the Property set out in Section 1 of Part 5 of the Schedule are complete and accurate in all respects;
- [(d)] if the Company [holds][will hold] the Property under the terms of a lease, the terms of the lease are fairly summarised in Section 7 of Part 5 of the Schedule and the statements set out in Part 3 of the Schedule are complete and accurate in all respects;
- [(e)] the consents of all third parties required [before the Property can be disposed to the Company] [before the leasehold interest in the Property can be assigned to the Company] [and] [before the Property can be effectively charged to the Creditor by way of the Standard Security] (brief details of which are summarised in Section 6 of Part 5 of the Schedule) have been obtained and are not subject to onerous or unusual conditions.

2.1.4 If the title to the Property is registered in the Land Register, the Company is [or will be] registered as proprietor of its interest in the Property without exclusion of indemnity under the title number referred to in Section 1 of Part 5 of the Schedule. If the title to the Property is not registered in the Land Register or is in the process of such

registration then, save as specified in Section 6 of Part 5 of the Schedule the title is recorded in the Sasine Register and commences with the prescriptive foundation writ (if the Company's interest in the Property is that of ownership), or commences with the Lease (if the Property is leasehold). [If the Property is leasehold and the Lease is recorded in the Sasine Register less than twenty years prior to the date of this Certificate, we have also examined the title to the landlord's interest in the Property].

- 2.1.5 The conveyancing description contained in Section 1 of Part 5 of the Schedule is a proper and adequate conveyancing description of the Company's interest in the Property for the purpose of the Standard Security and the registration of the interest created by it in the Land Register or the recording of it in the Sasine Register.

## 2.2 **Use**

The Company has told us that the Property is presently used for the Existing Use.

## 2.3 **Matters affecting the Property**

Save as stated in Section 6 of Part 5 of the Schedule:

- 2.3.1 the statements set out in Part 2 of the Schedule are complete and accurate in all respects.
- 2.3.2 there are no other matters disclosed by our investigations referred to in this Certificate which are not specifically referred to elsewhere in this Certificate and which in our opinion should be brought to your attention.

## 2.4 **Letting Documents**

The Letting Documents are fairly summarised in Section 8A of Part 5 of the Schedule and the statements set out in Part 4 of the Schedule are complete and accurate in all respects except to the extent that they may be qualified in Section 8C of Part 5 of the Schedule.

## 2.5 **Occupation and possession**

The Company has told us that [it is] [on completion of the transaction to be effected by the [disposition] [assignation] in respect of the Property to it from the Seller it will be] in actual occupation of those parts of the Property as are not the subject of the Letting Documents, or [is] [will be] entitled to occupy them, in either case on an exclusive basis and that, except by virtue of the Letting Documents, no person, other than the Company, [has] [will have] any right (actual or contingent) to possession, occupation or use of or interest in the Property.

## 2.6 **Searches**

Save as stated in Section 5 of Part 5 of the Schedule, the results of the searches undertaken are either clear or do not disclose matters which in our opinion should be brought to your attention.

3. 3 THE VALUERS" \ 1 **THE VALUERS**

A copy of the final draft of this Certificate has been sent to the Valuers. They have been requested to confirm to you in writing that the Property is the property valued in their valuation report and that either they have taken the final draft of this Certificate into account in making their valuation or there is nothing in this Certificate which causes them to alter their valuation report.

4. 4 CONFIRMATION BY THE COMPANY" \ 1 **CONFIRMATION BY THE COMPANY**

4.1 A copy of the final draft of this Certificate has been sent to the Company. The Company has confirmed to us in writing within the five working days before the date of this Certificate that to the best of its knowledge, information and belief the information contained in this Certificate is complete and accurate in all respects.

4.2 Where this Certificate states that the Company has "told us" something, the Company has given or confirmed to us that information in writing.

4.3 [The Company will acquire its interest in the Property from the Seller [prior to] [as part of] completion of the Transaction and the Company's knowledge of the Property has been acquired through its own investigations of the Property as part of such purchase and the replies given by the Seller's solicitors to enquiries raised by us during the course of the purchase and reference to the knowledge information and belief of the Company and statements that the Company has "told us" something must be construed accordingly.]

5. 5 SCHEDULE" \ 1 **SCHEDULE**

The Schedule forms part of this Certificate and shall have effect as if set out in full in the body of this Certificate, and any reference to this Certificate includes the Schedule.

Date:  
(Signed):  
Name of firm:  
Address:  
Reference:

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING  
 CERTIFICATE OF TITLE GIVEN BY [ ] TO [ ] IN RESPECT OF  
 [ ]

## SCHEDULE

### Part 1

#### Definitions, interpretation, qualifications, applicable law and form of certificate

#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 In this Certificate the following expressions have the following meanings:

**[Banks/Finance Parties]** has the meaning [ascribed] [to be ascribed] to that expression in the Loan Document];

**Benefit** means any servitude or other right for the benefit of the Property;

**Burden** means any real burden, servitude or other condition to which the Property is subject;

**Company** means [ ];

**[Creditor]** means [ ];

**Existing Use** means the actual use to which the Property is presently put as referred to in Section 4 of Part 5 of the Schedule;

**Group** means the group of companies of which the Company is a member;

**Land Register** means the Land Register of Scotland;

**Lease** means the lease by virtue of which the Company holds or will hold the Property or part thereof (as amended or supplemented);

**Letting Documents** means any lease, sublease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment (in each case as amended or supplemented) to which the Property is subject;

**[Loan Document]** means the loan/facility agreement [dated [ ] [to be entered into] between [ ] and [ ] providing for the loan referred to in it, which loan is [to be] secured by [*inter alia*] the Standard Security;]

**Premises** means the whole or any part of the Property that is let by any Letting Document;

**Property** means the property described in Section 1 of Part 5 of the Schedule, the address of which is given at the head of this Certificate;

**Sasine Register** means the General Register of Sasines;

**Schedule** means the schedule annexed to this Certificate;

**[Seller** means [ ]];

**[Seller's Group** means the group of companies of which the Seller is a member];

**[Standard Security** means the standard security over the Company's interest in the Property [to be] granted in favour of the Creditor pursuant to the Loan Document];

**Town and Country Planning Legislation** includes the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997) and the Planning etc. (Scotland) Act 2006;

**Transaction** means [ ];

**[Valuers** means [ ]].

- 1.2 Any reference to the Property includes each and every part of it and all buildings and structures on it.
- 1.3 Any reference, express or implied, to a statute includes references to:
  - 1.3.1 that statute as amended, extended or applied by or under any other statute at the date of this Certificate;
  - 1.3.2 any statute which that statute re-enacts (with or without modification); and
  - 1.3.3 any subordinate legislation made at the date of this Certificate under that statute, as amended, extended or applied as described in paragraph 1.3.1 or under any statute referred to in paragraph 1.3.2
- 1.4 In Part 4 of the Schedule and Section 8 of Part 5 of the Schedule "rent" includes licence fee, "tenancy" includes licence and "tenant" includes licensee.
- 1.5 The headings in this Certificate do not affect its interpretation.
- 1.6 In this Certificate reference to [the Seller and] the Company providing documents and information to us shall be deemed to include a representative of [the Seller's Group or] the Group [(as the case may be)] providing such documents and information to us.

## 2. QUALIFICATIONS

- 2.1 We have not inspected the Property nor have we made any enquiries of the occupiers of the Property (other than [the Seller and] the Company) nor, in the case of a leasehold property, of any landlord or superior landlord.
- 2.2 We give no opinion as to the capital or rental value of the Property.
- 2.3 This certificate does not consider any environmental assessments audits surveys or other reports on the environmental condition of the Property and the recipient of this certificate should consider what investigations it wishes to make in relation to such matters.
- 2.4 We have assumed that all original and copy documents relating to the Property have been validly executed and delivered by the parties to them and that all documents are within the capacity and powers of, and have been validly authorised by, each party. There is nothing on the face of the documents which indicates otherwise.
- 2.5 We have assumed, and [each of the Seller and] the Company has confirmed to us in writing, that:
- 2.5.1 [each of the Seller and] the Company has provided us with all documents relating to the Property of which it has knowledge together with such other information in its possession as is material for the purpose of giving this Certificate; and
- 2.5.2 each copy document produced to us is a true copy of the original.
- 2.6 Where information has been provided to us by [the Seller and] the Company, our investigations have given us no reason to doubt the accuracy of that information but we do not accept responsibility for it.
- 2.7 So far as we are aware, we have seen the documentation and have been provided with the information which we need in order to give this Certificate.
- 2.8 Whilst we express no opinion on whether any transaction affecting [the Seller's or] the Company's title to the Property may have been at an undervalue or otherwise liable to be set aside under the provisions of the Bankruptcy (Scotland) Act 1985 or the Insolvency Act 1986 or at common law, [each of the Seller and] the Company has told us that it is not aware of any circumstances which could render any such transaction liable to be set aside under the provisions of either such Act or the common law.
- 2.9 We have not investigated whether any consents which may have been required under any charges or other documents which are no longer subsisting were obtained.

- 2.10 Except to the extent disclosed against in paragraph 9 of Part 2 of the Schedule (in Section 8 of Part 5 of the Schedule), we have not investigated what insurance may be in force in respect of the Property.
- 2.11 Any matter disclosed by this Certificate in relation to any particular paragraph is to be treated as being disclosed in relation to any other relevant paragraph.

3. **APPLICABLE LAW**

This Certificate is limited to Scots law as applied by the Scottish courts and is given on the basis that it will be governed by and construed in accordance with Scots law.

4. **FORM OF CERTIFICATE**

This certificate is in the form of the Property Standardisation Group Certificate of Title (Based on the CLLS Certificate of Title (6<sup>th</sup> Edition)) ("**the PSG Certificate**") and in particular there has been no amendment to the statements in Parts 2 to 4 of the Schedule to the PSG Certificate.

## Part 2

### Matters affecting the Property

#### TITLE

##### 1. Documents of title and stamp duty land tax

- 1.1 The documents of title consist of original documents or official extracts and are held by us or will be held by us on completion of the Transaction to the order of the Company.
- 1.2 Where necessary all title deeds are as appropriate either (a) fully stamped with *ad valorem* stamp duty and a particulars delivered stamp or (b) accompanied by a Certificate from H.M. Revenue & Customs evidencing submission of a land transaction return for the purposes of stamp duty land tax in relation to all circumstances in respect of which a land transaction return is required to be made.
- 1.3 No further land transaction return in relation to stamp duty land tax is required in respect of any transaction involving the Property which has an effective date prior to the date of this Certificate.

##### 2. Access and utilities

- 2.1 The Property abuts a roadway maintainable at public expense at each point where access is gained or has the benefit of all necessary rights of way to and from such a roadway.
- 2.2 The sewers and main drains pertaining to or *ex adverso* and serving the Property have been taken over and are maintained by the local authority.
- 2.3 The Property is connected to a mains water supply.

##### 3. Benefits

- 3.1 At the date of this Certificate the Property enjoys the Benefits set out in Section 2 of Part 5 of the Schedule. The Company has told us that those Benefits are the only Benefits necessary for the use and enjoyment of the Property for the Existing Use or (if no Benefits are so set out) that none are required.
- 3.2 Those Benefits set out in Section 2 of Part 5 of the Schedule are (or will be on completion of the Transaction) enjoyed freely without interruption and without restriction as to hours of use or otherwise. No Benefit is enjoyed on terms entitling any person to terminate or curtail it.
- 3.3 Where any Benefit set out in Section 2 of Part 5 of the Schedule requires registration in the Land Register in order to be effective, such registration has been properly effected.

##### 4. Burdens

- 4.1 Where any Burden requires registration in the Land Register in order to be effective, such registration has been properly effected.
- 4.2 The only Burdens of a material nature to which the Property is subject are those disclosed in Section 3 of Part 5 of the Schedule. The Company has told us that it has not received notice of any breach of and is not aware of any breach of any such Burdens and that none of them materially adversely affect the Existing Use.
- 4.3 The Property is not affected by the provisions of Part 3 of the Land Reform (Scotland) Act 2003.
- 4.4 [The Property is within an area designated as "Excluded Land" in terms of section 33 of the Land Reform (Scotland) Act 2003 and The Community Right to Buy (Definition of Excluded Land) (Scotland) (Order) 2006.]

OR

[The Company has told us that it is not aware of any proposals to register a community interest in respect of the Property in terms of Part 2 of the Land Reform (Scotland) Act 2003.]

5. **Charges**

There are no standard securities, fixed or floating charges or liens affecting the Property.

6. **Overriding Interests**

The Company has told us that so far as it is aware the Property is not subject to any overriding interests (as defined in Section 28 of the Land Registration (Scotland) Act 1979).

7. **Agreements**

- 7.1 There are no agreements for sale, contracts, options, rights of pre-emption or similar matters affecting the Property the provisions of which remain to be observed or performed.
- 7.2 There are no obligations binding on the Property to make future payments in respect of overage, clawback, deferred consideration or other payments of a similar nature.

8. **Adverse rights**

The Company has told us that it has inspected the Property not more than twenty working days before the date of this Certificate and that so far as it is aware no one is in adverse possession of the Property or has acquired or is acquiring any rights adversely affecting the Property.

9. **Title policies**

The Company has told us that there are no insurance policies relating to any question of title or title conditions affecting the Property.

## 10. **Complaints and disputes**

The Company has told us that:

- 10.1 it has not had occasion to make any claim or complaint in relation to any neighbouring property or its use or occupation; and
- 10.2 there are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by it.

## 11. **Notices**

The Company has told us that:

- 11.1 no notices materially affecting the Property or any of the Benefits detailed in Section 2 of Part 5 of the Schedule have been given or received by the Seller or the Company;
- 11.2 no common repairs have been agreed by the owners of any building or estate of which the Property forms part or are otherwise in prospect, and there are no common repairs in respect of which a notice of potential liability for costs has been, or is to be, registered whether by reference to section 10(2A) of the Title Conditions (Scotland) Act 2003 or section 12(3) of the Tenements (Scotland) Act 2004 or otherwise.

## 12. **Land Register**

Where the title of the Company to the Property is not registered in the Land Register, no event has occurred in consequence of which such registration should have been effected.

## **PLANNING**

### 13. **Lawful use**

The Existing Use is a lawful use under the Town and Country Planning Legislation.

### 14. **Development**

The Company has told us that it is not aware that any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary consents, warrants and permissions being obtained and complied with, that no enforcement proceedings under the Town and Country Planning Legislation have been commenced or notices served and it is not aware that any such proceedings or notices have been proposed.

### 15. **Validity of permissions**

The Company has told us that no planning permission affecting the Property is the subject of an existing challenge as to its validity. The local authority search referred to in Section 5 of Part 5 of

the Schedule did not reveal that any planning permission has been issued within six months immediately before the date of such search.

**16. Conditions**

16.1 The planning permissions affecting the Property are either unconditional or subject only to conditions which the Company has told us have either been satisfied so that nothing further remains to be done under them or, in the case of continuing conditions, are being complied with and the Company knows of no reason why such conditions should not continue to be so complied with.

16.2 There are no unusual or onerous conditions attaching to any planning permission affecting the Property, and no planning permission is subject to any condition or limitation making it temporary (other than the conditions referred to in sections 58 and 59 of the Town and Country Planning (Scotland) Act 1997) or personal to anyone.

**17. Pending applications**

The Company has told us that there is no application for planning permission in respect of the Property awaiting determination and no planning decision or deemed refusal which is subject to appeal.

**18. Planning agreements**

18.1 There is no agreement or planning obligation or planning contribution affecting the Property under the Public Health (Scotland) Acts, sections 3A, 8, 16A or 37 of the Sewerage (Scotland) Act 1968, section 50 of the Town & Country Planning (Scotland) Act 1972, sections 16 or 48 of the Roads (Scotland) Act 1984, section 75 of the Town and Country Planning (Scotland) Act 1997, section 3 of the Local Government (Development and Finance) (Scotland) Act 1964, sections 69, 70 or 73 of the Local Government (Scotland) Act 1973 (as amended by the Local Government etc. (Scotland) Act 1994) or any provision in legislation of a similar nature and the Company has told us that it is not required to enter into any such agreement or obligation or make any such contribution.

18.2 Where there is any such statutory agreement, the Company has told us that so far as it is aware all the obligations in any statutory agreement disclosed against this paragraph and which have fallen due as at this date have been complied with and that no notice of breach has been received and that there are no material obligations which remain to be performed.

**19. Listed buildings etc.**

None of the buildings or other structures or erections on the Property has been listed under sections 1 or 2 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 nor has the relevant local authority served or authorised the service of any building preservation

notice under sections 3 or 4 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 or any repairs notice under sections 43 or 49 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 in respect of the Property.

**20. Ancient Monuments**

The Property is not within an area of archaeological importance nor is any building or erection on the Property a scheduled monument within the meaning set out in the Ancient Monuments and Archaeological Areas Act 1979.

**21. Compulsory acquisition**

The Company has told us that it is not aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it.

**STATUTORY MATTERS**

**22. Statutory requirements**

The Company has told us that it is not aware of any outstanding order, notice or other requirement of any local or other authority that affects the Existing Use or involves expenditure in compliance with it nor of any other circumstances which may result in any such order or notice being made or served.

**23. Statutory compliance**

The Company has told us that it has not received notice of any breach of and is not aware of any material breach of the requirements of any statute capable of enforcement at the date of this Certificate which affects the Property.

**24. Fire regulations**

The Company has told us that so far as the Company is aware the Property complies in all material respects with current fire regulations affecting the Property.

**ENVIRONMENT**

**25. Environmental notices and permits**

The Company has told us that:

- 25.1 it does not hold any permits relating to the Property under the Explosives Act 1875, the Sewerage (Scotland) Act 1968, the Control of Pollution Act 1974, the Health and Safety at Work etc. Act 1974, the Environmental Protection Act 1990, the Radioactive Substances Act 1993, the Environment Act 1995, the Planning (Hazardous Substances) (Scotland) Act 1997, the Pollution

Prevention and Control (Scotland) Regulations 2000, the Control of Asbestos Regulations 2006 or the Landfill (Scotland) Regulations 2003 or other environmental laws;

25.2 it is not aware of the need for any permits under any environmental laws in respect of the Existing Use of the Property; and

25.3 it has not received any written notices or notifications under any environmental laws.

## **GENERAL**

### **26. Construction work and warranties etc.**

The Company has told us that:-

26.1 no buildings or other structures on the Property have been erected or been subject to extension or major alteration within the twelve years prior to the date of this Certificate; and

26.2 there are no agreements, certificates, guarantees, warranties or insurance policies relating to the construction, repair, replacement, treatment or improvement of any building or structure on the Property.

### **27. Outgoings**

The Company has told us that the Property is not subject to the payment of any outgoings other than non-domestic rates or water rates (and in the case of leasehold property sums due under the Lease) and the Company has told us that all such payments have been made to date.

### **28. Fixtures and fittings**

The Company has told us that all fixtures and fixed plant at the Property, other than (in the case of leasehold property) landlord's fixtures or (in the case of let property) tenant's fixtures, are, or will on completion of the Transaction be, the Company's property free from incumbrances.

### Part 3

#### The Lease

Save as stated in Section 7C of Part 5 of the Schedule:

#### 1. Details of the Lease

Relevant details of the Lease are fairly summarised in Section 7A of Part 5 of the Schedule and any rent review memoranda, licences for works, consents and other ancillary documents are listed in Section 7B of Part 5 of the Schedule.

#### 2. Head lease

The Lease is a head lease.

#### 3. Payment of rent

3.1 The annual rent is payable quarterly in advance on the usual Scottish quarter days.

3.2 The Company has told us that the last instalment of rent (and service charge if any) was paid to and was accepted by the landlord or its agents without qualification.

#### 4. Rent review

4.1 There are no provisions for rent review or other increases in the rent other than on the dates set out in Section 7A of Part 5 of the Schedule.

4.2 Where there are any provisions for rent review:

4.2.1 the Company has told us that all steps in rent reviews have been duly taken and no rent reviews are currently under negotiation or the subject of a reference to an expert or arbiter or the courts; and

4.2.2 where the current annual rent is not the same as the annual rent originally payable under the Lease, evidence of its agreement or determination has been placed with the documents of title; and

4.2.3 any buildings erected on the Property, alterations and improvements in each case carried out by the tenant or any predecessor in title are to be disregarded for review purposes save where any such building, alteration or improvement were or are carried out pursuant to an obligation to the landlord but the Company has told us that so far as it is aware no such building, alteration or improvement has been carried out pursuant to such obligation.

**5. Repair**

- 5.1 The tenant is responsible for keeping the whole of the Property and (to the extent that they form part of the Property) fittings and plant and equipment in good and substantial repair and condition and renewed, reinstated, rebuilt and replaced (including any damage by latent or inherent defects but excluding any damage by insured risks, save where insurance is vitiated by the act or default of the tenant).
- 5.2 The tenant is responsible for the decoration of the interior and exterior of the Property at regular intervals.

**6. Restrictions on use**

- 6.1 There are no restrictions in the Lease or the landlord's title which prevent the Property being used now or in the future for the Existing Use.
- 6.2 The tenant is permitted to change the use of the Property only with the prior written consent of the landlord such consent not to be unreasonably withheld.

**7. Alterations**

- 7.1 The tenant is prohibited from making structural alterations or additions to, or alterations affecting the appearance of, the Property.
- 7.2 The tenant may carry out non-structural alterations to the Property with the prior written consent of the landlord, such consent not to be unreasonably withheld.
- 7.3 The tenant is required to remove all alterations and additions made during the term on yielding up the Property at the expiration of the term or the sooner termination of the Lease, if so required by the landlord.

**8. Alienation**

- 8.1 Except as mentioned subsequently in this paragraph 8, the tenant may not:
- 8.1.1 share or part with possession of the Property or any part;
  - 8.1.2 permit another to occupy the Property or any part;
  - 8.1.3 share occupation of the Property or any part; or
  - 8.1.4 hold the Property or any part on trust.
- 8.2 The tenant may not assign or charge its interest in part only of the Property.
- 8.3 The tenant may assign its interest in the whole of the Property with the prior written consent of the landlord, such consent not to be unreasonably withheld.

- 8.4 The tenant may charge its interest in the whole of the Property without the prior written consent of the landlord.
- 8.5 The tenant may sublet the whole or part of the Property (at a rent not less than the open market rent) with the prior consent of the landlord, such consent not to be unreasonably withheld.
- 8.6 The tenant may share occupation of the Property with a member of the same group of companies, subject to such sharing of occupation not conferring upon the group company any tenancy rights enforceable against the landlord or entitling it to occupy the Property after it ceases to be a member of the same group of companies as the tenant.
- 8.7 Any restrictions on the tenant dealing with the Property or conditions that the landlord might impose are fairly summarised in Section 7C of Part 5 of the Schedule.
- 8.8 There is no restriction on any change of control of the tenant.

## 9. **Insurance**

- 9.1 The landlord is required to insure:
  - 9.1.1 the Property against damage caused by the insured risks listed in Section 7A of Part 5 of the Schedule, subject to standard exclusions, limitations and excesses;
  - 9.1.2 for the full reinstatement cost of the Property (including professional fees and value added tax); and
  - 9.1.3 (save where the annual rent is a nominal amount) for the loss of at least three years' annual rent.
- 9.2 The tenant is required to pay to the landlord a sum equal to the premiums paid for insuring the Property in accordance with its obligations in the Lease briefly described in paragraph 9.1.
- 9.3 There is provision for suspension of rent in the event that the Property is damaged or destroyed or access is prevented by an insured risk for a period not less than the loss of rent period for which the landlord is obliged to insure.
- 9.4 If the Property is damaged or destroyed by an insured risk, the landlord is obliged to reinstate the Property once all necessary consents have been obtained and subject to the insurance not being vitiated by the act or default of the tenant. The landlord is to use reasonable endeavours to obtain such consents.
- 9.5 If the Property is damaged or destroyed by an insured risk and reinstatement is frustrated insurance monies are payable to the landlord or are to be shared between the parties by reference to the value of their respective interests in the Property immediately prior to the damage or destruction.

9.6 There are no specific provisions dealing with the effect of damage or destruction of the Property by an uninsured risk.

9.7 The Lease requires that the tenant is co-insured or, if it does not, that the landlord will use reasonable endeavours to procure a waiver of subrogation rights.

9.8 The principle of *rei interitus* is excluded in the Lease.

#### 10. **Service charge**

There is no provision for the payment by the tenant of a service or other similar charge.

#### 11. **Rights of irritancy**

The Lease is not expressed to be subject to a right of irritancy on any ground except non-payment of rent, breach of an obligation by the tenant or the insolvency of the tenant, and the irritancy clause provides for notices of breach to be served on the holders of fixed or floating securities over the tenant's interest and allows such holders a period of at least twelve months in which to market the tenant's interest in the Lease in the event of the insolvency of the tenant, and is generally in a form considered acceptable to allow the tenant's interest in the Lease to be the subject of a satisfactory fixed security.

#### 12. **Options and rights of first refusal**

There are no options to terminate (including in respect of damage or destruction of the Property by an insured risk) or to renew the term or any options to purchase or right of first refusal on the part of either the landlord or the tenant.

#### 13. **No joint and several liability**

No tenant has any liability under the Lease following intimation to the landlord of a permitted assignation of its interest in the Lease.

#### 14. **Side letters and undertakings**

The Company has told us that so far as it is aware no side letters, undertakings or concessions have been made by any party to the Lease.

#### 15. **Consents**

15.1 Any consents required for the grant of the Lease or the vesting of the Lease in each subsequent tenant or for the grant of any sublease or for any works carried out by or change of use effected by any tenant have been obtained and placed with the documents of title along with evidence of the registration of any such grant or vesting where requisite.

15.2 Brief details of all written consents are set out in Section 7B of Part 5 of the Schedule.

**16. Breaches of obligations**

The Company has told us that:

- 16.1 it is not aware of any subsisting material breach of the obligations or conditions contained in the Lease, whether on the part of the landlord or the tenant, or any other event of a material nature which could give rise to irritancy of the Lease;
- 16.2 no notice alleging any breach of the obligations or conditions contained in the Lease, whether on the part of the landlord or the tenant, remains outstanding; and
- 16.3 so far as the Company is aware, no breach of obligations has been waived or acquiesced in.

**17. VAT**

- 17.1 For the purposes of this paragraph, any reference to a provision or to things done, or falling to be done, under or for the purposes of a provision of Schedule 10 to the Value Added Tax Act 1994 shall be read as including a reference to the corresponding provision of Schedule 10 to the Value Added Tax Act 1994 as it stood before it was rewritten by The Value Added Tax (Buildings and Land) Order 2008.
- 17.2 The Company has told us that either the landlord or a body corporate in relation to which the landlord is either a relevant associate or a relevant group member (relevant associate and relevant group member having the meaning given in paragraphs 3 and 21 of Schedule 10 to the Value Added Tax Act 1994 (respectively)) has:
  - 17.2.1 validly exercised an option to tax or validly made an election such that an option to tax has, or is deemed to have, been made for the purposes of Part 1 of Schedule 10 to the Value Added Tax Act 1994 in respect of any supply of the Property by the landlord and in either case having effect in relation to the whole of the Property;
  - 17.2.2 if necessary, validly obtained the prior written permission of HM Revenue & Customs to make the option to tax or the election (as the case may be) and, in any event, duly notified the option to tax or the election (as the case may be) to them and received written acknowledgement of the notification from them; and
  - 17.2.3 not revoked the option to tax or the election (as the case may be) and that the option to tax or the election (as the case may be) has not been revoked or been deemed to have been revoked.
- 17.3 Whether or not an option to tax or election has been made, there are no provisions in the Lease or the landlord's title which prevent either the landlord or a body corporate in relation to which the landlord is either a relevant associate or a relevant group member (as referred to in paragraph 17.2) from making a valid option to tax or election in respect of the Property for the purposes of Part 1 of Schedule 10 to the Value Added Tax Act 1994 or from increasing the rent or other

payments under the Lease by, or requiring a payment in addition of, an amount in respect of value added tax chargeable by reason of that option to tax or election.

- 17.4 The Company has told us that it is not aware of any reason why the landlord should be prevented from charging value added tax in relation to supplies made to the tenant (in particular as a result of the operation of any of the disapplication provisions in Schedule 10 to the Value Added Tax Act 1994).

## 18. **Stamp duty land tax**

The Company has told us that:

- 18.1 neither the grant of the Lease nor any agreement for the grant of the Lease was exempt from charge to stamp duty land tax by virtue of any of the provisions specified in paragraph 11(2) of Schedule 17A ("cases where assignment of lease treated as grant of lease") to the Finance Act 2003 ("FA 2003").
- 18.2 nothing is, or may be, required or authorised to be done by the tenant or any successor in title in respect of the grant of the Lease or any agreement for the grant of the Lease under or by virtue of Section 80 ("adjustment where contingency ceases or consideration is ascertained") of the FA 2003 or paragraph 8 ("adjustment where rent ceases to be uncertain") of Schedule 17A to the FA 2003.
- 18.3 so far as it is aware, no increase in rent payable under the Lease is likely to be regarded for the purposes of paragraph 14 ("increase of rent treated as grant of new lease: abnormal increase after fifth year") of Schedule 17A to the FA 2003 as abnormal.

## 19. **Real right**

The Company's interest in the Lease has been registered in the Land Register where it is necessary to do so in terms of the Land Registration (Scotland) Act 1979 in order to establish a real right or, where not so registered, the Company has a real right in the Lease by virtue of possession or the recording of the Lease in the Sasine Register.

## 20. **Registration for execution**

The Lease contains a clause of consent to registration for execution.

## 21. **No other material matters**

There are no other material matters that we consider ought to be brought to your attention in relation to the Lease.

## Part 4

### The Letting Documents

Save as stated in Section 8C of Part 5 of the Schedule:

#### 1. Details of the Letting Documents

Relevant details of the Letting Documents are fairly summarised in Section 8A of Part 5 of the Schedule and any rent review memoranda, licences for works, consents and other ancillary documents are listed in Section 8B of Part 5 of the Schedule.

#### 2. Occupation

The Company has told us that the Premises the subject of each Letting Document are occupied by the tenant or the person authorised pursuant to that Letting Document to be in occupation.

#### 3. Payment of rent

3.1 The annual rent is payable quarterly in advance on the usual Scottish quarter days without deduction or set-off.

3.2 The Company has told us that all rent, service charges or other payments have been paid to date and no rent or other payment has been commuted, waived or paid in advance of the due date for payment.

3.3 Interest is payable on all rent not paid on the due date at a rate of at least 3% above the prevailing base rate of a recognised clearing bank subject to a grace period of not more than 14 days for sums other than rent. There is no grace period for the annual rent.

#### 4. Rent review

4.1 Where there are any provisions for rent review:

4.1.1 time is not of the essence;

4.1.2 they are upwards only;

4.1.3 the rent is to be reviewed to the open market rent at the date of review;

4.1.4 they contain a procedure for resolving disputes (either by expert determination or arbitration) and which may be initiated by either the landlord or the tenant;

4.1.5 the reviewed rent is backdated to the relevant review date and interest is payable on the back rent;

4.1.6 assumptions substantially in the following form are to be made in determining the open market rent:

- (a) the hypothetical lease is to be on the same terms as the Letting Document except for the amount of the principal rent;
- (b) the hypothetical lease is to be between a willing landlord and a willing tenant with vacant possession and without a premium;
- (c) the hypothetical term is to be equal to the residue of the contractual term at the review date (or ten years if longer) commencing on the review date;
- (d) if the Premises or the means of access thereto over the Property have been damaged or destroyed they have been reinstated;
- (e) the Premises are fit for immediate occupation and use;
- (f) the tenant's and the landlord's obligations in the Letting Document have been complied with; and
- (g) the open market rent is the rent that would become payable after the willing tenant has received the benefit of a rent free period, rent concession or any other inducement of such length or amount as would be negotiated in the open market for the purpose of fitting out.

4.1.7 disregards substantially in the following form are to be made in determining the open market rent:

- (a) the effect of the tenant's occupation or that of any subtenant and goodwill arising from such occupation;
- (b) any reduction in rental value attributable to works carried out to the Premises by the tenant or any subtenant whether before or during the term; and
- (c) any increase in rental value attributable to any improvements to the Premises carried out at the cost of the tenant or any subtenant in each case with the consent of the landlord where required whether before or during the term otherwise than pursuant to an obligation to the landlord.

4.1.8 there are no other material assumptions or disregards.

4.2 Where there are any provisions for rent review:

- 4.2.1 the Company has told us that all steps in rent reviews have been duly taken and no rent reviews are currently under negotiation or the subject of a reference to an expert or arbiter or the courts;
- 4.2.2 where the current annual rent is not the same as the annual rent originally payable, evidence of its agreement or determination has been placed with the documents of title; and
- 4.2.3 the Company has told us that no building, alteration or improvement has been carried out pursuant to an obligation to the landlord.

## 5. **Repair**

- 5.1 Where the whole of the Property is comprised in a single Letting Document, the tenant is responsible for keeping the whole of the Premises and (to the extent that they form part of the Premises) fittings and plant and equipment in good and substantial repair and condition and renewed, reinstated, rebuilt and replaced (damage by insured risks excepted, except where insurance is vitiated by the act or default of the tenant), and is responsible for the decoration of the interior and exterior of the Premises not less frequently than every five and three years respectively.
- 5.2 Where the Premises comprised in any Letting Document form part or parts only of the Property, the tenants are responsible for keeping the whole of the interior of their Premises and fittings and plant and equipment demised to them in good and substantial repair and condition and renewed, reinstated, rebuilt and replaced (damage by insured risks excepted other than where insurance is vitiated by the act or default of the tenant), and are responsible for the decoration of the interior of the Premises not less frequently than every five years.
- 5.3 All common law presumptions imposing liabilities on the part of the landlord to repair the Property have been validly and effectively displaced and without limitation, the tenant is liable for works arising from latent or inherent defects in the Property, whether directly (if the whole of the Property is comprised in a single Letting Document) or via service charge (if the Premises comprised in any Letting Document form part only of the Property).

## 6. **Restrictions on use**

- 6.1 There are no restrictions which prevent the Premises being used now or in the future for the Existing Use.
- 6.2 The tenant is not permitted to change the use of the Premises from the present permitted use as set out in Section 8A of Part 5 of the Schedule unless the landlord in its absolute discretion agrees.

## 7. **Alterations**

- 7.1 The tenant is prohibited from making structural alterations or additions to, or alterations affecting the external appearance of, the Premises.
- 7.2 The tenant may carry out:
- 7.2.1 non-structural alterations to the Premises with the prior written consent of the landlord, such consent not to be unreasonably withheld,
  - 7.2.2 the erection or dismantling of demountable partitioning without any consent from the landlord.
- 7.3 The tenant is required to remove all alterations and additions made during the term on yielding up the Premises at the expiration or sooner determination of the term.

## 8. **Alienation**

- 8.1 Except as mentioned subsequently in this paragraph 8, the tenant may not:
- 8.1.1 share or part with possession of the Premises or any part;
  - 8.1.2 permit another to occupy the Premises or any part;
  - 8.1.3 share occupation of the Premises or any part; or
  - 8.1.4 hold the Premises or any part on trust.
- 8.2 The tenant may not assign, sublet or charge its interest in part only of the Premises.
- 8.3 The tenant may assign or charge its interest in the whole of the Premises with the prior written consent of the landlord, such consent not to be unreasonably withheld, and any restrictions on the tenant dealing by way of assignation with the Premises or conditions that the landlord might impose are fairly summarised in Section 8C of Part 5 of the Schedule.
- 8.4 The tenant under each Letting Document may sublet the whole of the Premises with the prior consent of the landlord, such consent not to be unreasonably withheld, but subject to conditions including those substantially in the following form:
- 8.4.1 the sublease is to be granted:
    - (a) without a fine, premium, reverse premium or other inducement;
    - (b) at a rent which is no less than the open market rent;
    - (c) on the same terms as the Letting Document with rent reviews on the same dates;

- 8.4.2 the subtenant is to undertake directly with the landlord to comply with its obligations in the sublease;
  - 8.4.3 the tenant agrees with the landlord to enforce the obligations of the subtenant; and
  - 8.4.4 the tenant is not to vary or waive its rights under the sublease or accept a surrender of the sublease without consent of the landlord (approval not to be unreasonably withheld);
- 8.5 The tenant may share occupation of the Premises with another member of the same group of companies, subject to such sharing of occupation not conferring upon the group company any tenancy rights enforceable against the landlord or entitling it to occupy the Premises after it ceases to be a member of the same group of companies as the tenant.
9. **Insurance**
- 9.1 The landlord is required to insure:
- 9.1.1 the Premises against damage caused by the insured risks listed in Section 8A of Part 5 of the Schedule, subject to standard exclusions, limitations and excesses;
  - 9.1.2 for the full reinstatement cost of the Premises (including professional fees and value added tax); and
  - 9.1.3 for loss of at least three years annual rent and (if applicable) service charge.
- 9.2 The tenant is required to pay to the landlord a sum equal to the premiums (or the proportion appropriate to the Premises) paid by the landlord for insuring the Premises in accordance with its obligations briefly described in paragraph 9.1.
- 9.3 There is provision for suspension of rent if the Premises are damaged or destroyed or access over the Property is prevented by insured risks limited to a period no longer than the period of loss of rent insurance for which the landlord is obliged to insure.
- 9.4 If the Premises are damaged or destroyed by an insured risk:
- 9.4.1 the landlord is obliged to reinstate the Premises once all necessary consents have been obtained and subject to the insurance not being vitiated by the act or default of the tenant. The landlord is to use reasonable endeavours to obtain such consents;
  - 9.4.2 both the landlord and the tenant are entitled to terminate the Letting Document if it is not possible to reinstate the Premises by the end of the period of loss of rent insurance for which the landlord is obliged to insure, and the principal terms of the right to terminate are set out in Section 8A of Part 5 of the Schedule.

9.5 If the Premises are damaged or destroyed by an insured risk and reinstatement is frustrated, insurance monies are payable to the landlord.

9.6 There are no specific provisions in any Letting Document dealing with the effect of damage or destruction of the Premises by an uninsured risk.

9.7 The principle of *rei interitus* is excluded in the Letting Document.

## 10. **Service charge**

10.1 If the whole of the Property is comprised in a single Letting Document there is no provision in the Letting Document for the payment by the tenant of a service or other similar charge.

10.2 Where the Premises comprised in a Letting Document form part of the Property, there is provision for payment of a service or other similar charge which entitle the landlords to recover from the tenant the appropriate part of the cost of:

10.2.1 keeping the Property and all landlord's plant, machinery and equipment in good and substantial repair and condition;

10.2.2 paying outgoings;

10.2.3 providing a range of services which the Company has told us are reasonable and appropriate for the type of buildings in the Property; and

10.2.4 an amount for the management of the Property not exceeding 10% of the total service charge.

10.3 The Company has told us that there are no material irrecoverable items, caps or other limitations on recovery of the costs referred to in paragraph 10.2 of this Part of the Schedule.

10.4 The Company has told us that there are no lettable areas of the Property that are currently unlet.

## 11. **Rights of irritancy**

The landlord is entitled to irritate the Letting Document in the cases of apparent insolvency, liquidation, whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction of a solvent company) or the administration of the tenant or appointment of a receiver or administrative receiver as well as for non-payment of rent (whether or not formally demanded) for 21 days or for any breach of the tenant's obligations.

## 12. **Options and rights of first refusal**

There are no:

- 12.1 options to terminate (other than in respect of damage or destruction of the Premises by an insured or uninsured risk)
- 12.2 options to renew the term; or
- 12.3 options to purchase or rights of first refusal on the part of either the landlord or the tenant.

**13. Former tenants and guarantors**

The details of unreleased former tenants and unreleased former guarantors (being parties who have or may have a continuing liability under the Letting Document) are fairly set out in Section 8A of Part 5 of the Schedule.

**14. Side letters and undertakings**

The Company has told us that so far as it is aware no side letters, undertakings or concessions have been made by any party to any Letting Document.

**15. Consents**

- 15.1 Any consents required for the grant of the Letting Documents and any dealings with them have been obtained and placed with the documents of title along with evidence of the registration of the grant or dealing where requisite.
- 15.2 Brief details of all written consents are set out in Section 8B of Part 5 of the Schedule.

**16. Use of remainder of Property**

No Letting Document contains any restriction on the use of the remainder of the Property by the landlord other than by virtue of the obligation on the landlord to grant the tenant quiet enjoyment of the Premises.

**17. Breaches of obligation**

The Company has told us that:

- 17.1 it is not aware of any subsisting material breach of the obligations or conditions contained in the Letting Documents, whether on the part of the landlord or the tenant, or any other event of a material nature which could give rise to irritancy of the Letting Document;
- 17.2 no notice alleging any breach of any obligation or condition contained in the Letting Document, whether on the part of the landlord or the tenant, remains outstanding;
- 17.3 and so far as the Company is aware, no breach of obligation has been waived or acquiesced in.

**18. VAT**

- 18.1 For the purposes of this paragraph, any reference to a provision or to things done, or falling to be done, under or for the purposes of a provision of Schedule 10 to the Value Added Tax Act 1994 shall be read as including a reference to the corresponding provision of Schedule 10 to the Value Added Tax Act 1994 as it stood before it was rewritten by The Value Added Tax (Buildings and Land) Order 2008.
- 18.2 The Company has told us that either it or a body corporate in relation to which it is either a relevant associate or a relevant group member (relevant associate and relevant group member having the meaning given in paragraphs 3 and 21 of Schedule 10 to the Value Added Tax Act 1994 (respectively)) has:
- 18.2.1 validly exercised an option to tax or validly made an election such that an option to tax has, or is deemed to have, been made for the purposes of Part 1 of Schedule 10 to the Value Added Tax Act 1994 in respect of any supply of the Property by the Company and in either case having effect in relation to the whole of the Property;
  - 18.2.2 if necessary, validly obtained the prior written permission of HM Revenue & Customs to make the option to tax or the election (as the case may be) and, in any event, duly notified the option to tax or the election (as the case may be) to them and received written acknowledgement of the notification from them; and
  - 18.2.3 not revoked the option to tax or the election (as the case may be) and that the option to tax or the election (as the case may be) has not been revoked or been deemed to have been revoked.
- 18.3 Whether or not an option to tax or election has been made, there are no provisions in any of the Letting Documents (or absence of any provisions) which prevent either the Company or a body corporate in relation to which it is either a relevant associate or a relevant group member (as referred to in paragraph 18.2) from making a valid option to tax or election in respect of the Property for the purposes of Part 1 of Schedule 10 to the Value Added Tax Act 1994 or from increasing the rent or other payments under the Letting Documents by, or requiring a payment in addition of, an amount in respect of value added tax chargeable by reason of that option to tax or election or which oblige the Company or other person to indemnify the tenant in respect of all or any part of that amount.
- 18.4 The Company has told us that it is not aware of any reason why it should be prevented from charging value added tax in relation to supplies made by it under any Letting Document (nor, therefore, why its recovery of input value added tax attributable to those supplies should be restricted), in particular as a result of the operation of any of the disapplication provisions in Schedule 10 to the Value Added Tax Act 1994.
- 18.5 Where there are provisions in any Letting Document entitling the landlord to be paid, indemnified or reimbursed by the tenant for any amount expended or to be expended by or on behalf of the

landlord, that entitlement includes an amount in respect of the value added tax to the extent that the value added tax cannot be recovered from HM Revenue & Customs by the landlord.

19. **Compensation**

There are no provisions in any of the Letting Documents entitling any tenant to compensation on quitting the Premises.

20. **Possession**

The Company has told us that it is not aware of any sub-letting, parting with possession or sharing of occupation by any tenant.

21. **Rent deposits**

The amount of any rent deposit is set out in Section 8A of Part 5 of the Schedule.

22. **Interposed lease**

The Company has told us that there are no leases interposed above the Letting Document.

23. **Release of guarantor**

The Company has told us that, so far as it is aware, none of the Letting Documents has been varied in such a way as to render any guarantor no longer or not fully liable to comply with any obligation of the tenant.

24. **Tacit relocation**

The Property is not subject to any tenancies which are being continued after the contractual expiry date whether by tacit relocation or otherwise.

25. **Registration for execution**

The Letting Documents contain a clause of consent to registration for execution.

26. **No other material matters**

There are no other material matters that we consider ought to be brought to your attention in relation to the Letting Documents.

**Part 5**

**Details and disclosure**

**Section 1**

**The Property**

Brief description: [ ] shown edged red on the attached plan.

Tenure: ownership/leasehold

Registered title number:

Conveyancing description:

**Section 2**

**Benefits**

### **Section 3**

#### **Burdens of a material nature**

**Section 4**

**Existing Use**

## Section 5

### Searches and enquiries

**Note:** *In each paragraph below, please fill in details of the search or state “not made”*

1. Form 10A, 11A, 12A or 13A Report(s) (incorporating Searches in the Register of Inhibitions and Adjudications against the Company for five years prior to the date of the Form 10, 11, 12 or 13 Report) issued from a Recognised Source. Date of certification: [            ].
2. Searches in the Register of Inhibitions and Adjudications against any party owning the Property within the prescriptive period prior to its acquisition by the Company for five years to the date of disposal by such party issued from a Recognised Source.
3. Where title to the Property is not registered in the Land Register, searches in the Register of Charges and Company File against all companies owning the Property within the prescriptive period brought down to 22 days after the date of disposal by such companies issued from a Recognised Source.
4. Search of the Register of Charges and Company File against the Company disclosing in all cases the directors and secretary of the Company issued from a Recognised Source. Date of search: [                            ].
5. Search of local authority records (including search in respect of the public maintenance of roads, footpaths, mains water and sewers and details of applications for planning permission and building warrant) issued by [Note: Specify local authority or professional searchers]. Date of Search: [                            ].
6. Enquiries of the Coal Authority as to past, present and future mining operations in proximity to the Property (including Special Enquiries). Date of reply: [                            ]
7. Search in the Insolvency Register issued from a Recognised Source. Date of search: [                            ].
8. Where either (a) the Company is acquiring the Property, and registration of the interest of the Company will induce first registration, or (b) the Land Certificate following upon application for first registration has yet to be issued, P16 Report issued from a Recognised Source. Date of report: [                            ].
9. Search in each Part of the Register of Community Interests in Land issued from a Recognised Source. Date of certification: [            ].
10. [Note: Date and details of other searches and enquiries considered to be appropriate:]

For the foregoing purpose, the Recognised Source is either the Keeper of the Registers or *[Note: Specify professional searchers employed]*.

**Section 6**

**Qualifications to clauses 2.1.3, 2.1.4 and 2.3 of this Certificate, to paragraph 4 of Part 1 of the Schedule and to statements contained in Part 2 of the Schedule.**

| Clause/Paragraph   | Qualification       |
|--------------------|---------------------|
| [Clause 2.1.3 (e)] | [Consents required] |

## Section 7

### Details of the Lease under which the Property is held

**Note:** Please include a heading for each part of the Property held under a separate lease

#### A.

##### Details of Lease

|                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------|--|
| Premises the subject of the Lease:                                                                              |  |
| Dates of execution and date of registration in the Books of Council and Session for preservation and execution: |  |
| Date of registration in the Land Register:                                                                      |  |
| Date of recording in the Sasine Register:                                                                       |  |
| Original parties:                                                                                               |  |
| Length of term:                                                                                                 |  |
| Contractual term commencement date:                                                                             |  |
| Contractual term expiry date:                                                                                   |  |
| Name and address of present landlord provided by the Company:                                                   |  |
| Name of any present guarantor of the tenant:                                                                    |  |
| Original annual rent including details of any premium paid:                                                     |  |
| Current annual rent:                                                                                            |  |
| Rent review frequency                                                                                           |  |
| Remaining rent review dates:                                                                                    |  |
| Present permitted use (including whether personal):                                                             |  |
| Specified insured risks:                                                                                        |  |

#### B.

**Ancillary documents**

| Date | Document | Parties |
|------|----------|---------|
|      |          |         |

**C.****Qualifications to statements contained in Part 3 of the Schedule**

| Clause/Paragraph | Qualification |
|------------------|---------------|
|                  |               |

## Section 8

### Details of the Letting Documents affecting the Property

**Note:** Please include a heading for each Letting Document

#### A.

#### Details of Letting Document

|                                                                                                        |  |
|--------------------------------------------------------------------------------------------------------|--|
| Premises the subject of the Letting Document:                                                          |  |
| Date of execution and registration in the Books of Council and Session for preservation and execution: |  |
| Original parties:                                                                                      |  |
| Length of term:                                                                                        |  |
| Contractual term commencement date:                                                                    |  |
| Contractual term expiry date:                                                                          |  |
| Name of present tenant and any present guarantor:                                                      |  |
| Original annual rent including details of any premium paid:                                            |  |
| Current annual rent and (if applicable) date from which last reviewed:                                 |  |
| Remaining rent review dates:                                                                           |  |
| Present permitted use (including whether personal)                                                     |  |
| Name of every former tenant who remains jointly and severally liable with the current tenant:          |  |
| Amount of initial rent deposit:                                                                        |  |
| Proportion of service charge expenditure payable by the tenant and how assessed:                       |  |
| Proportion of insurance payable by the tenant and how assessed:                                        |  |

|                                                                                 |  |
|---------------------------------------------------------------------------------|--|
| Summary of the rights granted to the tenant:                                    |  |
| Summary of the rights reserved to the landlord:                                 |  |
| Specified insured risks:                                                        |  |
| Summary of the rights to terminate on damage or destruction by an insured risk: |  |

**B.****Ancillary Documents**

| Date | Document | Parties |
|------|----------|---------|
|      |          |         |

**C.****Qualifications to statements contained in Part 4 of the Schedule.**

| Clause/Paragraph | Qualification |
|------------------|---------------|
|                  |               |