



LETTER OF CONSENT TO ASSIGNATION

Date

Dear Sirs

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On behalf of the Landlords we CONSENT to the assignation by the Tenants to the Assignees of the tenants' right to the Lease of the Property on the following terms and conditions:

1. Definitions

In this Letter of Consent:

"2012 Act" means the Land Registration etc (Scotland) Act 2012;

"Assignment" means the assignment in the form of the draft [set out in] [forming Part 1 of] the Schedule;

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

"Automatic Plot Registration" means first registration of the Landlords' title to the Property triggered by the assignation of the Lease in terms of Sections 21(2)(b), 24(3), 25 and 30 of the 2012 Act;

"Deposit Agreement" means the deposit agreement in the form of the draft forming Part [2] of the Schedule;]

"Guarantee" means the guarantee in the form of the draft forming Part [2] of the Schedule;]

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

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

"Heritable Creditors" means [];

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"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 [] on []] [and the tenants' right to which is registered in the Land Register of Scotland under Title Number []];

"Missives" means the 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;

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

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

2. **Tenants' Confirmation**

The Tenants confirm that, except as disclosed in the Assignment, no premium or other financial consideration is payable in relation to the Assignment and no side letter or similar agreement has been, or will be, entered into between the Tenants and the Assignees varying the terms of the Assignment.

3. **[Landlords' Execution and Delivery of Assignment]**

3.1 The Landlords will validly execute the Assignment within [21] days of receipt of the engrossment.

3.2 The Landlords will deliver the Assignment to the Tenants' solicitors on [the latest of] the date on which:

3.2.1 [any arrears of rent or other sums due by the Tenants under the Lease (together with any interest due) are paid in full;] [and]

3.2.2 [all costs referred to in Conditions [5] (Assignment to be Registered) and [8] (Costs) are paid in full;] [and]

3.2.3 [the Landlords obtain written consent to the Assignment from the Third Parties in terms satisfactory to the Landlords acting reasonably.]

4. **Intimation of Assignment**

4.1 The Assignment will not be binding against the Landlords until such date as it has been intimated to the Landlords with a certified true copy of the completed Assignment [together with the validly executed [Guarantee] [Deposit Agreement and payment [in cleared funds] of the initial deposit due in terms of the Deposit Agreement] and a solicitors' cheque in payment of the registration dues in respect of the [Guarantee] [Deposit Agreement]].

4.2 Subject to Clause 4.3 if the Assignment is not binding against the Landlords in accordance with Condition 4.1 within [two] months after the date of this Letter of Consent the Landlords will be entitled to withdraw this Letter of Consent at any time after that (but prior to the Assignment becoming binding in accordance with Condition 4.1) on giving written notice to that effect to the Tenants.

- 4.3 If, at the date when the Landlords are entitled to exercise the right to withdraw this Letter of Consent set out in Clause 4.2, the Landlords are in breach of any of their obligations validly to execute and deliver the Assignment to the Tenants set out in Clause 3 then the Landlords may not withdraw this Letter of Consent until the date [21] days after the Assignment validly executed by the Landlords is delivered to the Tenants in accordance with Clause 3.2.

5. **Assignment to be Registered**

- 5.1 The Tenants will procure that the completed Assignment is registered in the Books of Council and Session for preservation and execution [and is registered in the Land Register of Scotland] within [21] days after the last date of execution.
- 5.2 The Tenants will deliver [two] extracts of the Assignment to the Landlords' solicitors within [14] days after the date of registration in the Books of Council and Session.
- 5.3 Where the Assignment is to be registered in the Land Register the Tenants will provide the Landlords within [14] days after receipt by the Tenants with (a) a copy of the Keeper's email acknowledgement of receipt for the application and (b) a copy of the Keeper's confirmation that the application has been accepted, with a PDF version of the updated lease title sheet showing the Assignees as registered proprietor.
- 5.4 If Automatic Plot Registration applies:
- 5.4.1 the Landlords will, at the Tenants' cost, deliver to the Tenants, on reasonable request, all documents, information and evidence that are required:
- (a) to satisfy the Keeper that, as at the date of the Assignees' application for registration of the assignment of the Lease, the general application conditions in Section 22 of the 2012 Act, and the conditions of registration in Section 25 of the 2012 Act, are met; and
 - (b) to enable the Keeper to create a title sheet for the Property:
 - (i) disclosing the Landlords as registered proprietors of the Property;
 - (ii) disclosing all relevant encumbrances and securities affecting the Property;
 - (iii) accurately delineating the Property on the cadastral map; and
 - (iv) containing no exclusion or limitation of warranty.
- 5.4.2 the Tenants will exhibit to the Landlords, not later than [7] days prior to the application being submitted, a copy of the completed application form for the Assignment, for approval by the Landlords.
- 5.4.3 the Tenants will procure that the Assignees submit the application for registration of the Assignment in the form approved by the Landlords, along with the appropriate documents and evidence referred to in Condition 5.4.1 and will include the following [two] email address[es] for the Landlords [] [and []] in the further information section of the application form; and
- 5.4.4 the Tenants will return to the Landlords any documents and evidence referred to in Condition 5.4.1:
- (a) as soon as reasonably practicable, in respect of any documents and evidence that the Keeper does not require to be submitted with the application; and

- (b) on completion of registration of the Assignment and the Property, in respect of any documents and evidence that are submitted to the Keeper with the application.

6. **[Third Parties' Consents]**

- 6.1 This Letter of Consent is suspensively conditional on the Landlords obtaining written consent to the Assignment from the Third Parties in terms satisfactory to the Landlords, acting reasonably, within [21] days of the date of this Letter of Consent.
- 6.2 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. **[Guarantee] [Deposit Agreement]**

- 7.1 [The Tenants will procure that the Guarantors will validly execute the Guarantee. [The Landlords will register the Guarantee in the Books of Council and Session at the cost of the Guarantors and obtain [two] extracts, one of which will be delivered to the Guarantors.]]
- 7.2 [The Tenants will procure that the Assignees will validly execute the Deposit Agreement. [The Landlords will register the Deposit Agreement in the Books of Council and Session at the cost of the Assignees and obtain [two] extracts, one of which will be delivered to the Assignees.]]

8. **Costs**

The Tenants will pay within five working days after written demand the fees and expenses reasonably and properly incurred by the Landlords in connection with this Letter of Consent [(including any costs payable to the Third Parties)] [and the Landlords' [surveyors'] administration fee [of £[]]] [(including VAT)] whether or not the Assignment is completed.

9. **Entire Agreement**

The Missives set out the entire agreement between the Parties relative to the consent of the Landlords to the Assignment of the Lease 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 []

[PART 1]

ASSIGNATION

[PART 2]

[GUARANTEE] [DEPOSIT AGREEMENT]