

QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (based on the CLLS Certificate of Title Eighth Edition)



RELATING TO [NAME OF PROPERTY]

NOTES FOR CLIENTS:

- The form of Certificate of title requires us to give certain information and also to certify that the Company has confirmed, told us or provided information (which only the Company can provide) to us in writing.
- The confirmations given by the Company are to be given on behalf of itself and where "Seller" is defined below, on behalf of the Seller.
- If the confirmations are correct please select the 'yes/confirmed' answer. If the confirmations are not correct, select the 'no/not confirmed' answer and provide further details with any documentary evidence.
- The legal nature of the Certificate means that this questionnaire has, in places, to use legal terminology. If you have any doubts as to the meaning of any confirmation that you are being asked to give, please ask for an explanation.
- The numbering of the confirmations corresponds to the paragraph and Schedule numbering in the Certificate of title. Therefore it is not consecutive.
- For the purposes of the information checklist, it is assumed that title and any tenancy documentation has already been provided to us in full. If this is not the case please advise us.
- In a number of places in this questionnaire, examples are provided. These are illustrative not exhaustive.
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- For the purposes of the information checklist, it is assumed that title and any tenancy documentation has already been provided to us in full. If this is not the case, please advise us.

DEFINITIONS USED

The following definitions reflect the same terms defined in the Certificate of title and are used or set out in this questionnaire for consistency and context:

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

Benefit means any servitude or other right;

[Example: rights of way of which the Property has the benefit; any other rights over other land that benefit the Property]

Version1
June 2023



Company means [];

[Creditor means [];

Lease means the lease by virtue of which the Company holds the Property or part of it (as amended or supplemented);

[Explanation: this is the lease under which you are the tenant of the Property]

Letting Document means:

(a) any lease, sublease or tenancy; or

(b) any licence or other agreement or arrangement giving rise to rights of occupation and enjoyment which binds the Property, or in respect of which the Company is obliged to comply either generally or by way of indemnity

(in each case as amended or supplemented) and including any tenancy which is being continued after the contractual expiry date by tacit relocation or otherwise;

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 [among other things] the Standard Security;

Property means *[insert property description used in Section 1 of Part 2 of the Schedule to the Certificate]*;

[Seller means [] and references to confirmations given by, or documents or information provided by, the Company include confirmations given by, or documents or information provided by, the Seller;]

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;

Transaction means [].

A. INFORMATION REQUESTED

Please supply the following:	Supplied?
1. Details of:	
(a) the current use of the Property; and	Yes/No
(b) where there is more than one use, each use.	Yes/No
<i>(Schedule Part 2, Section 4 and Schedule Part 3, paragraph 13 of the Certificate)</i>	
2. The location of each point where access is gained to the Property (by returning to us a copy of the attached plan showing the Property edged red with the location of each access point clearly marked on it).	Yes/No
<i>(Schedule Part 3, paragraph 2.1, to the Certificate)</i>	
3. Details of any rights and servitudes benefiting the Property (in addition to those set out in the attached Schedule A).	Yes/No
<i>(Schedule Part 3, paragraph 3.1, to the Certificate)</i>	
4. Details of any real burden, servitude or other condition burdening the Property (in addition to those set out in the attached Schedule B).	Yes/No
<i>(Schedule Part 3, paragraph 4.1, of the Certificate)</i>	
5. Details of VAT registrations and options to tax and acknowledgements from HM Revenue and Customs in relation to options to tax (in addition to those set out in the attached Schedule C).	Yes/No
<i>(Schedule Part 3, paragraph 1.5, of the Certificate, Schedule Part 4, Section 2 paragraph 18.2 and Schedule Part 5, Section 2 paragraph 19 of the Certificate)</i>	
6. Current energy performance certificate covering the whole of the Property.	Yes/No
<i>(Schedule Part 3, paragraph 24.2)</i>	
7. A current arrears schedule and any related correspondence and documentation.	Yes/No
<i>(Schedule Part 5, Section 2 paragraph 3.2, of the Certificate and attached Schedule D)</i>	
8. Where you occupy under a lease, the name and address of the current landlord and the current guarantor (if any) and the current rent.	
<i>(Schedule Part 4, Section 1A of the Certificate)</i>	
9. In relation to each Letting Document the name and address of the current tenant and guarantor (if applicable) and details of the current rent and date from which the rent was last reviewed.	Yes/No
<i>(Schedule Part 5, Section 1A of the Certificate and Schedule Part 5 – supplement)</i>	
10. In relation to each Letting Document where there are rent deposits, please provide a schedule showing the amounts of the initial deposits.	Yes/No

(Schedule Part 5, Section 1A and Schedule Part 5, Section 2, paragraph 23)

B. CONFIRMATIONS REQUESTED

Please confirm the following and, if confirmation cannot be given, please supply details of the relevant circumstances:

MAIN BODY OF CERTIFICATE

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|----------|--|-------------------------|
| 2.1.3(a) | The Company does not know of any reason why it should not be registered as proprietor of the Property without exclusion or limitation of warranty. <i>[delete if the Company is already the registered proprietor]</i> | Confirmed/Not confirmed |
| 2.1.3(a) | The Company does not know of any reason why the Creditor should not obtain a first ranking Standard Security over the Property and be duly registered as creditor in such Standard Security without exclusion or limitation of warranty. <i>[delete if the Transaction does not involve the grant of a Standard Security]</i> | Confirmed/Not confirmed |

SCHEDULE PART 1 OF THE CERTIFICATE

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|-----|--|-------------------------|
| 2.2 | The Company has provided all documents and all information in its possession that is material for the purposes of giving the Certificate. | Confirmed/Not confirmed |
| 2.2 | Each copy document produced to us is a true copy of the original. | Confirmed/Not confirmed |
| 3.5 | The Company is not aware of any circumstances which could render any transaction affecting the Company's title to the Property liable to be set aside under the provisions of the Bankruptcy (Scotland) Act 1985, the Bankruptcy (Scotland) Act 2016 or the Insolvency Act 1986 or at common law.

<i>[Explanation: Such circumstances would be where the transaction was a gift or at an undervalue or with an intention to defraud creditors.]</i> | Confirmed/Not confirmed |

SCHEDULE PART 3 OF THE CERTIFICATE

TITLE

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|-------|--|-------------------------|
| 1.3 | No further land transaction return or LBTT return or payment in relation to stamp duty land tax or land and buildings transaction tax is required in respect of any transaction involving the Property which has an effective date prior to the date of this questionnaire and there is nothing on the face of the documents to suggest otherwise. | Confirmed/Not confirmed |
| 1.4.1 | An option to tax has been exercised by the Company (or any company of which it is a relevant associate or relevant group | Confirmed/Not confirmed |

member within the meaning of Schedule 10 to the Value Added Tax Act 1994) over the whole Property.

[Explanation: "Option to tax" has the meaning given in Schedule 10 of the Value Added Tax Act 1994 and includes an option to tax which has been deemed, or treated as having been, exercised].

1.4.2	The option to tax is valid;	Confirmed/Not confirmed
1.4.3	Notice of the option to tax was given to HM Revenue & Customs;	Confirmed/Not confirmed
1.4.4	The option to tax has not been, or been deemed to be, disappplied or revoked in whole or part so that value added tax is due in respect of any supply of the Property by the Company.	Confirmed/Not confirmed
2.1	So far as the Company is aware, there has been no challenge or objection to accessing the Property via each point where access is gained to the Property as indicated by the Company on the attached plan which shows the Property edged red.	Confirmed/Not confirmed
3.1	The Benefits set out in Schedule A to this Questionnaire are, so far as the Company is aware, the only Benefits necessary for the use and enjoyment of the Property for its existing use or (if no Benefits are set out in Schedule A), no Benefits are required for the use and enjoyment of the Property. <i>[Note: Schedule A to be filled in to reflect Schedule Part 2, Section 2 of the Certificate.]</i>	Confirmed/Not confirmed
3.2	As far as the Company is aware, the Benefits set out in Schedule A and any disclosed at 3.1 above are enjoyed freely, without interruption and without restriction.	Confirmed/Not confirmed
4.1	As far as the Company is aware the Property is not subject to any real burden, servitude or public rights, mining or mineral rights, third party rights, sporting or fishing rights or other conditions (" Burdens ") other than as detailed in the attached Schedule B. <i>[Note: Schedule B to be filled in prior to sending to client to reflect Schedule Part 2, Section 3 of the Certificate.]</i>	Confirmed/Not confirmed
4.1	The Company: has not received notice of any breach of the Burdens set out in Schedule B. <i>[Example – breach of a real burden not to use the Property for a specified purpose.]</i>	Confirmed/Not confirmed

	is not aware of any breach or infringement of any of those Burdens set out in Schedule B; and	Confirmed/Not confirmed
	the existing use of the Property is not materially adversely affected by the existence of any of the Burdens.	Confirmed/Not confirmed
4.2	The Company has not received any copy application, invitation to make representations or notice under the Land Reform (Scotland) Act 2003 or the Land Reform (Scotland) Act 2016 and has not been approached by any community body seeking to purchase all or part of the Property under the community right to buy legislation.	Confirmed/Not confirmed
4.3	The Company 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.	Confirmed/Not confirmed
4.4	The Company is not aware of any person acquiring the benefit of a Burden over the Property through prescription (other than rights to light or rights to air).	Confirmed/Not confirmed
	<i>[Example: a right of way.]</i>	
5.	There are no standard securities, fixed or floating charges or liens affecting the Property.	Confirmed/Not confirmed
6.	The Company is not aware of any encumbrances (e.g. securities, leases, title conditions, servitudes, right of way, agreements with statutory bodies etc) to which the Property is subject, other than as disclosed elsewhere in this questionnaire.	Confirmed/Not confirmed
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.	Confirmed/Not confirmed
7.2	There are no:	Confirmed/Not confirmed
	(i) obligations to make future payments in respect of overage, clawback, deferred consideration or other payments of a similar nature; or	
	(ii) other material positive obligations	
	pursuant to the matters referred to in paragraph 7.1 which are binding on the Property, or on the Company (either generally or by way of indemnity) in relation to the Property.	
8.1	Apart from any parts of the Property that are the subject of any Letting Documents [as notified to us], the Company is, or is entitled to be, in actual occupation of the Property on an exclusive basis and no other person has any right to possession, occupation or use of or interest in the Property.	Confirmed/Not confirmed
8.2	The date on which the Company, or, on its behalf, its agent or representative, last inspected the Property.	Date:
8.2	So far as the Company is aware no one is in adverse possession of the Property or has acquired (or is acquiring) any rights	Confirmed/Not confirmed

adversely affecting the Property (other than rights to light or rights to air).

[Example: a squatter.]

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| 8.3 | No part of the Property has been acquired by a party based initially on possession only without title. | Confirmed/Not confirmed |
| 8.4 | No notice has been received from any party claiming right to any part of the Property based on possession only. | Confirmed/Not confirmed |
| 8.5 | The Company is currently in possession of the Property and has been so without challenge for a continuous period of at least one year. | Confirmed/Not confirmed |
| 9. | There are no insurance policies relating to planning, title or title conditions affecting the Property. | Confirmed/Not confirmed |
| 10.1. | The Company has not made and not had occasion to make any claim or complaint in relation to a neighbouring property or its use or occupation. | Confirmed/Not confirmed |
| 10.2 | There are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by the Company. | Confirmed/Not confirmed |
| 11.1 | No notices materially affecting the Property or the Company's interest in it or any of the Benefits (whether detailed in Schedule A to this questionnaire or disclosed by the Company pursuant to paragraph 3.1 above) have been given or received by the Company. | Confirmed/Not confirmed |
| 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. | Confirmed/Not confirmed |
| 11.3 | No notices affecting the Property have been served under the Buildings (Recovery of Expenses)(Scotland) Act 2014. | Confirmed/Not confirmed |

PLANNING

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| 14.1 | The Company is not aware that: | |
| 14.1.1 | any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary consents or permissions being obtained; | Confirmed/Not confirmed |
| 14.1.2 | any enforcement proceedings under the Town and Country Planning legislation have been commenced or any notices served; or | Confirmed/Not confirmed |
| 14.1.3 | any such proceedings or notices have been proposed. | Confirmed/Not confirmed |

14.2	The Company is not aware of any acts, omissions or other circumstances by reason of which a planning enforcement order may be applied for or made in relation to the Property.	Confirmed/Not confirmed
15.	No planning permission affecting the Property is the subject of an existing challenge as to its validity.	Confirmed/Not confirmed
16.1	The planning permissions affecting the Property are subject only to conditions which 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 those conditions should not continue to be so complied with.	Confirmed/Not confirmed
17.	There is no application for planning permission, non-material amendment to a planning permission, or listed buildings consent in respect of the Property awaiting determination and no planning, non-material amendment or listed buildings decision or deemed refusal which is subject to appeal.	Confirmed/Not confirmed
18.1	The Company has not entered into and is not required to enter into any agreement or planning obligation or planning contribution (together a "Planning Agreement") under: • Public Health (Scotland) Acts • sections 3A, 8, 16A or 37 of the Sewerage (Scotland) Act 1968¹ • section 50 of the Town & Country Planning (Scotland) Act 1972² • sections 16 or 48 of the Roads (Scotland) Act 1984³ • section 75 of the Town and Country Planning (Scotland) Act 1997⁴ • section 3 of the Local Government (Development and Finance) (Scotland) Act 1964⁵ • sections 69, 70 or 73 of the Local Government (Scotland) Act 1973 (as amended by the Local Government etc. (Scotland) Act 1994)⁶ or any provision in legislation of a similar nature.	Confirmed/Not confirmed

¹ Arrangements or agreements re: construction of private sewers, provision of sewers for new premises, vesting of private sewers or an agreement re: trade effluent.

² Now repealed provision relating to planning obligation agreement.

³ Application for a private road to become a public road and agreement to make a contribution towards the construction or improvement of a road.

⁴ Planning obligation agreement.

⁵ Local authority land management arrangements.

⁶ Acquisition or appropriation of land by local authority.

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| 18.2 | As far as the Company is aware in respect of any Planning Agreement: | Confirmed/Not confirmed |
| | (i) all the obligations which have fallen due have been complied with; and | Confirmed/Not confirmed |
| | (ii) no notice of breach has been received; and | Confirmed/Not confirmed |
| | (iii) there are no material obligations which remain to be observed or performed. | Confirmed/Not confirmed |
| 19.2 | Where there are any buildings or structures or erections on the Property that are listed under Sections 1 or 2 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 (" Listed "), the Company is not aware that: | Confirmed/Not confirmed |
| | 19.2.1 any demolition, works or alterations which have been carried out to the Listed part of the Property are unauthorised or have been carried out without any necessary consents being obtained; | |
| | 19.2.2 any enforcement proceedings under the Planning (Listed Buildings and Conservation Areas)(Scotland) Act 1997 (or any other relevant Town and Country Planning legislation) have been commenced or notices served; and | |
| | 19.2.3 any such proceedings or notices have been proposed. | |
| 19.3 | Where there are any buildings or structures or erections on the Property that are Listed the listed building consents affecting the Property are subject only to conditions which 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 those conditions should not continue to be so complied with. | Confirmed/Not confirmed |
| 21. | The Company 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 or rights over it. | Confirmed/Not confirmed |

STATUTORY MATTERS

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| 22. | The Company is not aware of any outstanding order, notice or other requirement of any local or other authority pursuant to statute that affects the current use of the Property (as disclosed in this questionnaire) or involves expenditure in compliance with it nor of any other circumstances which may result in any such order, notice or requirement being made or served. | Confirmed/Not confirmed |
| 23. | The Company has not received notice of any breach of and is not aware of any material breach of the requirements of any statute affecting the Property that are capable of enforcement at present. | Confirmed/Not confirmed |

ENVIRONMENT

- 24.1 The Company:

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| 24.1.1 | holds all necessary permits, licences, consents, authorisations, registrations or any other approvals (together an "environmental permit") under any environmental laws; | Confirmed/Not confirmed |
| 24.1.2 | has not received any written notices or notifications under any environmental laws in respect of the Property or the current use of the Property and is not aware of any circumstance which may result in any such notices or notifications being made; and | Confirmed/Not confirmed |
| 24.2 | holds an energy performance certificate and action plan for the Property which covers the whole of the Property and is registered on the relevant statutory register. | Confirmed/Not confirmed |

GENERAL

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| 25.1 | Except for any tenant's alterations, no buildings or other structures on the Property have been erected or been subject to extension or material alteration within the last 12 years. | Confirmed/Not confirmed |
| 25.2 | Except for any tenant's alterations, there are no subsisting agreements, certificates, guarantees, warranties, rights arising pursuant to the Contract (Third Party Rights) (Scotland) Act 2017 or insurance policies relating to any construction, repair, alteration, replacement, treatment or improvement of any building or structure on the Property. | Confirmed/Not confirmed |
| 26. | The Property is not subject to the payment of any outgoings other than the non-domestic rates and water rates and other utility charges (and where the Property is leasehold, only sums due under the lease); and | Confirmed/Not confirmed |
| | all such payments have been made to date. | Confirmed/Not confirmed |
| 27. | All fixtures and fixed plant at the Property are (or will on completion of the Transaction become) the Company's property free from encumbrances (disregarding landlord's fixtures if the Property is leasehold, and tenant's fixtures if the Property is let). | Confirmed/Not confirmed |

RESIDENTIAL AND MIXED USED BUILDINGS

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| 28 | No part of the Property is used for residential purposes. | Confirmed/Not confirmed |
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SCHEDULE PART 4, SECTION 2 OF THE CERTIFICATE

The following confirmations apply only where the Property is held under a lease, and Lease means the lease under which the Property is held.

3.2	The last instalment of:	
	rent; and	Confirmed/Not confirmed
	service charge (if any),	Confirmed/Not confirmed/ Not applicable
	was paid to and was accepted by the landlord or its agents without qualification.	
4.3.1	No rent reviews are currently outstanding or under negotiation or the subject of a reference to an expert or arbitrator or the courts.	Confirmed/Not confirmed
12.2	Where the Lease contains any or all of: option to terminate the, Lease option to renew the term, option to purchase or rights of first refusal, such options or rights have not been exercised.	Confirmed/Not confirmed
14.	No side letters, undertakings or concessions have been made by any party to the Lease.	Confirmed/Not confirmed
15.2	No works, no change of use and no grant of any sublease have been carried out, effected or granted by the Company or any former tenant under the Lease.	Confirmed/Not confirmed
17.1	So far as the Company is aware, there is no 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 which could give rise to irritancy of the Lease.	Confirmed/Not confirmed
17.2	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.	Confirmed/Not confirmed
17.3	So far as the Company is aware no breach of obligation has been waived or acquiesced in.	Confirmed/Not confirmed
18.1	A valid option to tax has been exercised by the landlord or a body corporate in relation to which the landlord is either a relevant associate or a relevant group member over the whole Property. Such option has not been, or been deemed to be, disapplied or revoked (in whole or in part), so that value added tax is due in respect of any supply of the Property by the landlord.	
18.3	The Company is not aware of any reason why the landlord should be prevented from charging any value added tax on the rent or other supply to the tenant in particular as a result of the operation of any of the disapplication provisions of Schedule 10 to the Value Added Tax Act 1994).	Confirmed/Not confirmed

[Explanation: An option to tax may be disapplied in a number of circumstances, including in relation to a building or part of a building that is intended for use as a dwelling or number of dwellings or other specified types of residential accommodation; or by a charity for non-business purposes, other than as an office. It may also be disapplied by certain anti-avoidance provisions.]

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| 19.1 | 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") or exempt from charge under land and buildings transaction tax by virtue of paragraph 27(2) of Schedule 19 to the Land and Buildings Transaction Tax (Scotland) Act 2013 ("LBTT(S)A 2013"). | Confirmed/Not confirmed |
| | <i>[Explanation: where the original grant of the lease was exempt from SDLT/LBTT as a result of reconstruction or acquisition relief, charities relief, group relief or sale and leaseback relief the first non exempt assignment will be treated for SDLT/LBTT purposes as the grant of a new lease.]</i> | |
| 19.2 | 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 any of the provisions mentioned in paragraph 12 (" Assignment of lease responsibility of assignee for returns ") of Schedule 17A to the FA 2003 or under paragraph 28 of Schedule 19 to the LBTT(S)A 2013 other than the requirements under paragraph 28(2)(c) or paragraph 28(2)(d) to prepare future three yearly returns or prepare a return on the future assignation or termination of the lease. | Confirmed/Not confirmed |
| | <i>[Explanation: as a result of a contingency ceasing or consideration becoming ascertained the purchaser must make a return and pay any additional SDLT/LBTT due or claim a refund.]</i> | |
| 19.3 | So far as the Company is aware, no further sums should become payable as a result of any returns to be submitted on the three yearly review date or on submitting a return on the assignation or termination of the lease as required under paragraphs 10 and 11 respectively of Schedule 19 to LBTT(S)A 2013. | Confirmed/Not confirmed |
| | <i>[Explanation: These provisions require that the tax payable is reviewed every three years following the effective date of the lease and on the assignation or termination of the lease. The purpose is to ensure that the correct amount of tax is payable for the life of the lease. Where the rent payable under the lease may be altered because of some uncertainty or rent review in the lease, a reasonable estimate of the rent following</i> | |

this review needs to be made when submitting the initial LBTT return.]

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| 21 | There are no material obligations under any agreement for lease relating to the Premises that are binding on the Company and which remain outstanding following the grant of the Lease pursuant to the agreement. | Confirmed/Not confirmed |
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SCHEDULE PART 5, SECTION 2 OF THE CERTIFICATE

The following confirmations relate only to property which has been let and Letting Document means the document under which the property has been let. The confirmations should be obtained for each Letting Document

2.	The property the subject of the Letting Document is occupied by the Tenant or the person authorised pursuant to the Letting Document to be in occupation.	Confirmed/Not confirmed
3.2	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.	Confirmed/Not confirmed
4.2.1	All steps in current rent reviews have been duly taken and no rent reviews are currently under negotiation or the subject of a reference to an expert or arbitrator or the courts.	Confirmed/Not confirmed
4.2.3	No building, alteration or improvement has been carried out pursuant to an obligation to the landlord.	Confirmed/Not confirmed
10.2.3	Where there is a service charge, the range of services to which it applies are reasonable and appropriate for the type of buildings in the Property.	Confirmed/Not confirmed
10.3	Where there is a service charge, there are no material irrecoverable items, caps or other limitations on its recovery.	Confirmed/Not confirmed
10.4	There are no lettable areas of the Property that are currently unlet.	Confirmed/Not confirmed
12.2	Where the Letting Document contains any or all of: an option to terminate, an option to renew the term, an option to purchase or a right of first refusal, such options or rights have not been exercised.	Confirmed/Not confirmed
13.	So far as the Company is aware no side letters, undertakings or concessions have been made by any party to any of the Letting Documents.	Confirmed/Not confirmed
14.2	So far as the Company is aware no consents were required for the grant of the Letting Document and any dealings with it, or if required, those consents have been obtained and placed with the documents of title.	Confirmed/Not confirmed
16.1	The Company 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 which could give rise to irritancy of any Letting Document.	Confirmed/Not confirmed
16.2	No notice alleging any breach of any obligation or condition contained in any Letting Document (whether on the part of the landlord or the tenant) remains outstanding.	Confirmed/Not confirmed
16.3	So far as the Company is aware no breach of obligation has been waived or acquiesced in.	Confirmed/Not confirmed

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| <p>18.2 The Company 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. For example, no tenant (or former tenant or connected person) has BOTH:</p> <p style="margin-left: 20px;">(i) provided financing to the developer or the landlord (or former landlord) of the Property or contributed to any costs of development; and</p> <p style="margin-left: 20px;">(ii) used the Property for non-VAT'able (or exempt) purposes</p> <p style="margin-left: 20px;"><i>[For example, financial, health or educational.]</i></p> | Confirmed/Not confirmed |
| <p>22. The Company is not aware of any subletting, parting with possession or sharing of occupation by any tenant.</p> | Confirmed/Not confirmed |
| <p>23. There is no rent deposit in respect of any of the Letting Documents.</p> | Confirmed/Not confirmed |
| <p>26. The Property is not subject to any tenancies which are being continued after the contractual expiry date whether by tacit relocation or otherwise.</p> <p style="margin-left: 20px;"><i>[Tacit relocation means that the tenancy is running on after the contractual expiry date because neither party has served notice of termination.]</i></p> | Confirmed/Not confirmed |
| <p>28. There are no material obligations under any agreement for lease relating to the Premises that are binding on the Company and which remain outstanding following the grant of the Letting Document pursuant to the agreement.</p> | Confirmed/Not confirmed |

Date

(Signed):

Name:

Position in Company:

SCHEDULE A**Rights and servitudes and other matters benefiting the Property**

Date of Document/ Commencement Date (as applicable)	Document (if applicable)	Parties (if applicable)	Nature of Right (eg servitude; right of way; real burden)	Land or Interest subject to Right

Signed

SCHEDULE B**Real burdens, servitudes and other matters burdening the Property**

Date of Document/ Commencement Date	Document (if applicable)	Parties (if applicable)	Nature of Right	Land or Interest with the benefit of Right

Signed

SCHEDULE C

VAT Registration, Notice of Option to Tax and Acknowledgement

	VAT Registration no.	Date of Notice of Option to Tax	Date of Acknowledgement by HM Revenue and Customs
Company:			
Landlord: <i>(leasehold Property only)</i>			

Signed

SCHEDULE D

Current arrears schedule

Signed