

DEED OF REAL BURDENS (RECIPROCAL)

[between] [among]

[] **LIMITED**, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [] (the "**First Owner**")

and

[] **LIMITED**, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [] (the "**Second Owner**")

[with the consent of

[] **LIMITED**, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [] as heritable creditor under a standard security by the First Owner in favour of [] dated [] and [recorded in the Division of the General Register of Sasines for the County of [] on []][registered in the Land Register of Scotland under Title Number [] on [] (the "**First Consentor**")]

[and

[] **LIMITED**, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [] as heritable creditor under a standard security by the Second Owner in its favour dated [] and [recorded in the Division of the General Register of Sasines for the County of [] on []][registered in the Land Register of Scotland under Title Number [] on [] (the "**Second Consentor**")]

WHEREAS:-

- (A) The First Owner is the owner of the First Property;
- (B) The Second Owner is the owner of the Second Property;
- (C) The First Owner has agreed to burden the First Property with the First Real Burden(s) for the benefit of the Second Property;
- (D) The Second Owner has agreed to burden the Second Property with the Second Real Burden(s) for the benefit of the First Property;
- (E) [The First Consentor has agreed to the First Property being burdened with the First Real Burden(s); and
- (F) [The Second Consentor has agreed to the Second Property being burdened with the Second Real Burden(s);

IT IS AGREED by the Parties as follows:-

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1 Definitions

In this Deed of Real Burdens:-

"First Property" means [insert full conveyancing description];

"First Real Burden(s)" means the real burden(s) to be imposed on the First Property set out in [Clause 3][Part 1 of the Schedule];

["Schedule" means the schedule annexed to this Deed of Real Burdens;]

"Second Property" means [insert full conveyancing description];

"Second Real Burden(s)" means the real burden(s) to be imposed on the Second Property set out in [Clause 4][Part 2 of the Schedule].

2 Interpretation

2.1 Save to the extent that the context or the express provisions of this Deed of Real Burdens otherwise requires, in this Deed of Real Burdens:-

2.1.1 an obligation on a person to do any act, matter or thing in terms of this Deed of Real Burdens includes an obligation to procure that it be done;

2.1.1 words putting a person under a restriction in terms of this Deed of Real Burdens include an obligation not to permit or allow infringement of the restriction;

2.1.3 references to this Deed of Real Burdens or to any other document shall be construed as reference to this Deed of Real Burdens or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

2.1.4 any references to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed of Real Burdens;

2.1.5 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

2.2 Headings

The headings in this Deed of Real Burdens are included for convenience of reference only and shall be ignored in construing this Deed of Real Burdens

[2.3 Schedule

The Schedule forms part of this Deed of Real Burdens.]

3 Imposition of the First Real Burden(s):

The First Owner imposes on the First Property the [following] First Real Burden(s) as [a] real burden(s) in favour of the Second Property [: set out the terms of real burdens to be imposed in full unless using the Schedule]

4 Imposition of the Second Real Burden(s):

The Second Owner imposes upon the Second Property the [following] Second Real Burden(s) as [a] real burden(s) in favour of the First Property [: set out the terms of real burdens to be imposed in full unless using the Schedule]

[5. **Consent**

- 5.1 The First Consensor consents to the imposition of the First Real Burden(s) on the First Property.
- 5.2 The Second Consensor consents to the imposition of the Second Real Burden(s) on the Second Property].

[6. **No Lands Tribunal Application]**

No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the First Real Burden(s) or the Second Real Burden(s) for a period of [five] years after the date of [registration of this Deed of Real Burdens in the Land Register of Scotland][recording of this Deed of Real Burdens in the General Register of Sasines]: IN WITNESS WHEREOF

This is the Schedule referred to in the foregoing Deed of Real Burdens between [] and [] with the consent of [] [and] []

Part 1

First Real Burden(s) affecting the First Property

1

2

3 etc

Part 2

Second Real Burden(s) affecting the Second Property

1

2

3 etc

DEED OF REAL BURDENS - RECIPROCAL



[between][among]

[] LIMITED

and

[] LIMITED

[and

[] LIMITED]

Property: []

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