



LETTER OF CONSENT TO SUBLEASE

Date

Dear Sirs

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

1. Definitions

In this Letter of Consent:-

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

"Automatic Plot Registration" means first registration of the Landlords' title to the Property triggered by the grant of the Sublease in terms of Sections 21(2)(b), 24(4), 25 and 30 of the 2012 Act;

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

"Heritable Creditors" means [];]

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

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

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

"Parties" means the Landlords and the Tenants;

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

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

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

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

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

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

2. **Tenants' Confirmation**

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

3. **Terms of Sublease**

3.1 The Sublease will be:-

3.1.1 for the period from [] to [];

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

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

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

4. **Rental Evidence**

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

5. **Sublease to be Registered**

5.1 The Tenants will procure that the completed Sublease is registered in the Books of Council and Session for preservation and execution [and 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 Sublease to the Landlords' solicitors within [14] days after the date of registration in the Books of Council and Session.

5.3 Where the Sublease 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 (b) a copy of the Keeper's confirmation that the application has been accepted, with a PDF version of the title sheet showing the Subtenants as registered proprietor of the subtenant's right in the Sublease.

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 Subtenants' application for registration of the Sublease, 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 Sublease, for approval by the Landlords.
- 5.4.3 The Tenants will procure that the Subtenants submit the application for registration of the Sublease 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 Sublease and the Property, in respect of any documents and evidence that are submitted to the Keeper with the application.

6. **[Suspensive Condition]**

- 6.1 This Letter of Consent is suspensively conditional on the Landlords obtaining written consent to the Sublease from the Third Parties in terms satisfactory to the Landlords, acting reasonably, within [21] days of the date of this Letter of Consent.
- 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. **No possession**

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

8. **Costs**

The Tenants will pay within 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 Sublease is completed.

9. **Entire Agreement**

The Missives set out the entire agreement between the Parties relative to the consent of the Landlords to the Sublease and neither of the Parties will be treated as having entered into the

Missives in reliance on any representation, warranty or undertaking of the other Party which is not set out or referred to in the Missives.

10. **Tenants' Acceptance**

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

Yours faithfully

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING LETTER OF CONSENT FROM
[] TO [] DATED []

SUBLEASE