

General Instructions to Solicitors and Licensed Conveyancers

February 2018

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Introduction;

These are our general instructions (“**the General Instructions**”). You will on each occasion that we instruct you receive our specific instructions (“**the Specific Instructions**”) that are unique to the particular transaction. Our General Instructions and Specific Instructions (together “**Our Instructions**”) must be read together.

Throughout these General Instructions if the Borrower or Principal Debtor (in either case, “**the Borrower**”) and the Mortgagor in our Charge (“**the Mortgagor**”) are not one and the same person all references to the Borrower or Principal Debtor shall include the Mortgagor.

References to the Borrower (and, if applicable, **Principal Debtor, Guarantor, Beneficial Owner** or, expressly or impliedly, the Mortgagor) in these General Instructions are to each Borrower (and Principal Debtor, Guarantor, Beneficial Owner or Mortgagor) named in the facility letter or the security documentation or your report.

The “**Property**” is the Property as defined in our Specific Instructions.

These Instructions must **not** be used for charges over **residential** property where the “**Woolwich**” part of the Bank will be making the funds available.

Report on Title; the Bank will require this in its standard format. The **Specific Instructions** will stipulate whether or not a report is required, the format of the report required and a link to the Barclays internet site where the report can be found. Please note that at this present time the Bank’s Certificate on Title must only be used for **owner occupied** residential property and the Report on Title for all other property.

Undertakings; we will require an undertaking from you in all instances in relation to the Property. Where you are instructed to provide a Report on Title (or Certificate on Title) this will contain the undertaking. In the event that the Bank advises you that a Report on Title (or Certificate on Title) is not a requirement the undertaking can be found in Appendix 10 and we will require this on your firm’s letter headed paper.

Barclays is a trading name of Barclays PLC and its subsidiaries (as defined in the Companies Act 2006) (together the “**Bank**”) and the work done by you pursuant to Our Instructions is for the benefit of each of, and the duty of care owed to, Barclays PLC and its subsidiaries. Each of Barclays PLC and its subsidiaries may rely on the work done by you pursuant to Our Instructions.

Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England; Registered number is 1026167, with registered office at 1 Churchill Place, London E14 5HP.

Barclays Bank UK PLC is registered in England (Company No. 9740322) with its registered office at 1 Churchill Place, London, E14 5HP. Barclays Bank UK PLC is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority (reference number 759676) and the Prudential Regulation Authority.

Barclays Security Trustee Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No.783115). Registered in England. Registered No. 10825314. Registered Office: 1 Churchill Place, London E14 5HP

1: Structural Reform and Acting for the Bank;

Following legislation in relation to Structural Reform, with effect from 1 April 2018, banking products and services may be provided by a number of different Barclays entities and security granted in favour of a number of different Barclays entities. Accordingly, a number of different Barclays entities may need to rely on your duty of care to us and the work done in relation to Our Instructions in order to benefit from guarantees or security and/or to provide banking products or services. It is therefore a condition of acting in relation to Our Instructions that your duty of care be owed to Barclays PLC and each of its subsidiaries (as defined in the Companies Act 2006). From 1 April 2018, we will make clear in our Specific Instructions Letter, which Barclays entity security is being granted in favour of, although other Barclays entities may still rely on the benefit of that security. Where there are square brackets and a choice of potential Barclays entities in declarations, notices or other documents, you will need to check the Specific Instructions and the security document to ensure that such declarations, notices or other documents are completed correctly. We have highlighted the areas where changes may need to be made for clarity. If you are in any doubt, please liaise with our helpdesk on +44(0) 0330 156 0124. By accepting this work, you are also deemed to have given the undertaking to us contained in Appendix 10 below.

In addition, you cannot act for us in any transaction that you have an interest, be it direct or for a Connected Party.

For these purposes, “Connected Party” means:

- (a) one or more of the partners or members of your firm; or
- (b) a partnership, LLP or company in which one or more of the partners or members in your firm has an interest; or
- (c) the spouse or relative of one or more of the partners or members in your firm.

Should you (or a Connected Party) intend acting for any party to the transaction other than the Borrower and us then you must not accept our instructions until such time as you have our express written consent.

If you are not prepared to act for us as instructed then you must return our instructions immediately together with all documentation that we have sent to you.

In addition to the normal conflict considerations you must only accept our instructions if you have current professional indemnity insurance and this provides sufficient cover for the transaction.

If you are requested by the Borrower to pass these instructions to another firm or any other third party you must obtain our prior written confirmation that we agree to these new arrangements.

2: Conflict of Interest;

If you cannot act for us then you must return our instructions immediately together with all documentation that we have sent to you.

3: Identification;

3.1 All parties to our security documentation (other than the Bank) must be properly identified by you.

3.2 You must ask all individual signatories to provide evidence of identity, which you must carefully check. You should check the individual's identity against:

- one of the documents from **list A** or
- two of the documents from **list B**.

List A

- A valid full passport; or
- A valid H M Forces identity card with the signatory's photograph; or
- A full and current photo-card driver's licence.

List B

- A full and current non photo-card driver's licence; or
- a credit card (bearing the MasterCard or Visa logo) American Express or Diners Club card, debit or multi-function card (bearing the Visa, MasterCard or Maestro logo) issued in the United Kingdom with an original account statement less than three months old; or
- a receipted utility bill less than three months old; or
- a council tax bill less than three months old; or
- a council rent book showing the rent paid for the last three months; or
- a mortgage statement from another lender for the mortgage accounting year just ended.

3.3 You must check and satisfy yourself that each document you use to confirm an individual's identity ("the identity document") conforms to the following:

3.3.1 appears to be an original;

3.3.2 is current;

3.3.3 is signed in the relevant place (if applicable);

3.3.4 has not been tampered with; and

3.3.5 shows the current address of the individual signatory to whom it relates (if applicable).

3.4 Additionally, you must ensure that:

3.4.1 where the individual's signature appears on any identity document you must compare it to the individual's signature on our security documents and ensure that the two signatures match; and

3.4.2 keep a copy of each identity document on your file.

3.5 You must also verify the identity of officers of a corporate Borrower in a similar manner and ensure that Companies House shows them as the officers of a corporate Borrower on the date of execution.

- The Bank will not agree to dispense with identity checks as we regard this as fundamental to ensuring that we have valid security. If you take it upon yourself not to carry out the identity checks this must be at your own risk and the Bank reserves all of its rights in respect of any losses suffered as a result.

- If the Charge is signed at a Branch we confirm that it will be the responsibility of the Bank staff to verify the signature and identity of the individual signing in their presence.

- 3.6 We will require you to follow the guidance in the Law Society's practice notes on property and registration fraud, mortgage fraud, anti-money laundering and undertakings, and the Solicitors Regulation Authority practice notes on property fraud and money laundering.
- 3.7 Licensed Conveyancers/Legal Executives must follow guidance issued by the Council for Licensed Conveyancers/Chartered Institute of Legal Executives.
- 3.8 If the seller's solicitors or licensed conveyancers are unknown to you, you must check that they appear in a current legal directory or hold a practising certificate issued by their professional body and are practising at the address shown on their notepaper.
- 3.9 If you are in any doubt as to the identity of any party please revert to us for further instructions.

4: Searches/Enquiries;

- 4.1 You should investigate title for us. In doing so you must raise all enquiries and requisitions of the seller and/or the Borrower as appropriate.
- In carrying out your investigation, you must make all usual and necessary searches and enquiries. You must make appropriate further enquiries to clarify any issues that may arise as a result of your searches and enquiries. We must be named as the applicant in the Land Registry search.
- 4.2 Your enquiries and searches should always include:
- 4.2.1 a search of the local land charges register and enquiries of the local authority, together with an index map, land charges and land registry searches (in our name) as appropriate;
- 4.2.2 a bankruptcy search against the Borrower or, in the case of a company or LLP, a search to ensure that the company/ LLP has not commenced winding up; and
- 4.2.3 where the Borrower is a company or an LLP, a search of the register of mortgages at Companies House;
- 4.2.4 a mining search (such as coal, tin, china clay or brine search) where it is reasonable to believe that the Property could be affected by them;
- 4.2.5 any other searches which may be appropriate to the particular Property, taking into account its locality and other features. Where you consider it necessary, the appropriate specialist report should be commissioned. In respect of environmental searches, reasonable enquiries and searches should be made; again appropriate to the particular Property and taking into account its locality and other features. If as a result of your enquiries and searches you consider that it is necessary or advisable to commission a particular specialist report, this should be obtained but please note that for the purposes of your report to the Bank, a desktop environmental report is not **routinely** required.
- 4.3 We require you to be satisfied that you will be able to report that the title is good and marketable. We will require you to report to us if any entries are revealed that would materially affect the Property value or its future marketability in the same way as you would advise the Borrower. You should not send us a copy of the search or attach a copy to your report. **If you do so the report may be returned to you.**
- 4.4 In addition to any other matters which would materially affect the Property value of its future marketability, you must report to us if your searches or enquiries reveal that:
- 4.4.1 roads or sewers serving the Property are not adopted or maintained at public expense, and there is no suitable agreement and bond in existence, or if there is a suitable agreement in existence it is not secured by a bond or deposit as required by the Local Authority (to cover the cost of making up the roads and sewers to adoptable standards, maintaining them thereafter and procuring adoption);
- 4.4.2 the Property is in an area scheduled for redevelopment or in any way affected by road proposals;
- 4.4.3 work has been carried out at the Property and that this work does not have the benefit of any requisite consents, for instance, planning or building regulation consent;
- 4.4.4 there is evidence of any breach of conditions of any consent or certificate affecting the Property;
- 4.4.5 any matter that would preclude the Property from being used as we have stated in our Specific Instructions or that the Property may be the subject of enforcement action and the seller (or the Borrower in the case of a re-mortgage) is not providing a satisfactory undertaking to satisfy the outstanding conditions by completion;
- 4.4.6 the Property will at completion be affected by any matter that might reasonably be expected to materially affect its value or its future marketability, you should report this to us, for example in an agreement (such as an agreement under section 106 of the Town and Country Planning Act 1990) or in a planning permission; and

- 4.4.7 the Borrower will have any contractual rights over third party land and such rights are necessary for the continued use and enjoyment of the Property. We will require you to secure appropriate step in rights on behalf of the Bank in such circumstances.
- 4.5 All searches (excluding the Land Charges Registry search or Land Registry priority search (as appropriate) in relation to which please see below) must not be more than three months old at exchange of contracts and six months old at completion. You must secure a clear Land Charges Registry search against the Borrower or the results of Land Registry priority searches in favour of the Bank on the appropriate forms against all of the registered titles comprising the Borrower's interests in the Property and:
- 4.5.1 giving not less than 25 business days' priority beyond the date of the relevant security agreement; and
- 4.5.2 showing no adverse entries.
- 4.6 If you wish to submit a personal local authority search and obtain search indemnity insurance then you do so at your own risk. You should ensure that the search agent has sufficient indemnity cover and there is adequate insurance protection for both the Borrower and the Bank.
- 4.7 We will require you to follow the guidance in the Law Society's warning cards on "Contaminated Land" and "Flood Risk".
- 4.8 If you carry out searches on behalf of the Borrower which reveal entries that could affect our security then you must report the findings of these searches to us.
- 4.9 If the use of the Property is as a nursing home/residential care home/children's home you should ensure that the Borrower has the necessary Local Authority registrations and licenses. You should obtain copies or evidence of the same and forward these to us along with your confirmation that registration is complete. You should confirm to the Bank when sending your Report on Title that the necessary Local Authority registrations and licenses are held. We will not be in a position to release any funds without this confirmation.
- 4.10 If the Property is, or is to be, a House of Multiple Occupation ("HMO") subject to mandatory licensing (including under any local authority regulations) you should ensure that the Borrower has the necessary Local Authority registrations and licenses. You should obtain copies or evidence of the same and forward this to us with your confirmation that registration is complete. If the Property is, or is to be, a HMO you should confirm this to the Bank when sending your Report on Title and that the necessary Local Authority registrations and licenses are held. If the Property is, or is to be a HMO, we will not be in a position to release any funds without this confirmation.

5: Chancel Repair Liability;

You must report to us if your searches or enquiries reveal that the Property might be subject to chancel repair liability. Your investigations must not prejudice the ability to effect suitable defective title indemnity insurance cover. Where your searches or investigations do reveal that the Property might be subject to chancel repair liability, we will require that you ensure that suitable defective title indemnity insurance cover is in place for the full market value of the Property on Completion.

6: Valuations;

Where we have confirmed that we are to provide you with a valuation then you must not complete the transaction until you have had sight of the valuation and you can confirm that your Report on Title is unaffected.

Once you are in possession of a copy of our valuer's report you must ensure that all the assumptions made by the valuer regarding issues relating to title and rights are correct.

You are required to confirm that the extent of the property shown on the valuer's plan accords with the relevant plan in the title deeds of the Property.

You should check with the Mortgagor that the plan and the description accords with the Mortgagor's understanding of the extent of the property to be charged to us.

- If the Bank's valuation report reveals that the Property is not owner occupied, please refer back to us immediately for further instructions.
- Where the valuer suggests that information is required that can be confirmed by enquiries or a conveyancing search, you must make the appropriate enquiries and instruct the appropriate search, i. e. a mining search, so that the information can be confirmed.
- If your enquiries reveal that the valuer's assumptions are incorrect or there is a discrepancy in the plans, please advise us immediately.

- If the Bank's valuation report reveals details of leases/tenancies/licences you are required to ensure that the details given in the valuer's report accord with the documentation in your possession.
- If there is any discrepancy please indicate this in your Report on Title.
- If when you are in a position to complete your report you have not received the valuation then you must contact the Bank; we will liaise with the valuer to ensure a copy is provided to you as quickly as possible.
- If for any reason you do submit your report without having had sight of the valuer's report please indicate this in your report.

We require you to send the final form Report on Title to the valuer with a request for confirmation that nothing contained within it has an adverse impact on the valuation given. We will not be in a position to release any funds to you unless you have confirmed that you have seen the valuation and either confirmed that any assumptions made by the valuer are correct or indicated any matters which the valuer may not have taken into account and, in addition, provided confirmation that you have sent the final form Report on Title to the valuer and secured confirmation that nothing contained within it has an adverse impact on value.

7: Investigation of Title;

- 7.1 We require that the Borrower will at completion have good and marketable title to the Property and to Appurtenant Rights (as defined below) free from onerous encumbrances so that the Property is fit for its current and proposed use and free from prior interests, mortgages and charges save for the prior charges we have advised you in writing are acceptable.
- 7.2 Where the Borrower owns adjoining land surrounding the Property we need you, in accordance with our Instructions, to ensure that on enforcement of the Charge we will have sufficient Appurtenant Rights (as defined below) to enable us to dispose of the Property to a third party.
- 7.3 Please note the following requirements:
- 7.3.1 All Appurtenant Rights must be enforceable by the **party holding the legal title and their successors in title**. You must report to us if they are not. For the purpose of our Instructions to you "Appurtenant Rights" shall include, but shall not be limited to, the benefit of all necessary rights of access, all usual services and all necessary easements and wayleaves in respect of the Property and reasonably required for the Property in light of its current and proposed use including any rights over adjoining land needed by the Borrower and us as mortgagee for the use and enjoyment of the property. Adjoining land is to include adjoining land owned by the Borrower or by any Commonhold Association connected with the Property.
- 7.3.1.1 Unless already covered in our Specific Instructions, if Appurtenant Rights would be required across adjoining land which is owned by the party holding the legal title and the adjoining land is not charged to us please revert to us with full details including a draft schedule of the rights that would need to be granted including plans as appropriate. A replacement charge form will be issued by us with additional clauses examples of which are contained in Appendix 7.
- 7.3.1.2 Unless already covered in our Specific Instructions, you are required to advise us if Appurtenant Rights would be required across the Mortgaged Property to access adjoining land owned by the **party holding the legal title** which is not charged to us. You will need to provide full details, including a draft schedule of the rights required including plans as appropriate. Subject to our agreement we will then issue a replacement charge containing additional clauses examples of which are included in Appendix 7.
- 7.3.2 You must obtain any "consents" required for the registration of our Charge.
- 7.3.3 You must advise us of any element of flying freehold involved in the title. Please note our requirements given in instruction 19 below concerning freehold flats and flying freeholds.
- 7.3.4 You must report to us any material restrictions on the use of the property i.e. occupier's employment, age or income.
- 7.3.5 You must consider all restrictive covenants affecting the Property and advise us whether or not the covenants are enforceable. You must enquire whether there has been a breach of any restrictive covenants affecting the Property. If your enquiries reveal a breach but:
- you are able to arrange for a full release of the covenant by all parties before completion; or
 - you are able to confirm in writing that:
 - the breach has continued for 20 years or more; and
 - there is nothing to suggest that there is any pending action or action threatened in respect of the breach; and
 - that the restriction will not affect our security,
- we will not require defective title indemnity insurance. If you are unable to confirm (i) or (ii) above you must ensure that defective title indemnity insurance is effective from completion.

- 7.3.6 You must advise us if there are any restrictions on resale e.g. options/pre-emptions, overage payments due or similar arrangements that will affect our security.
- 7.3.7 In addition to any other matters which would materially affect the Property value of its future marketability, you must secure appropriate step in rights on behalf of the Bank where the Borrower has any contractual rights over third party land and such rights are necessary for the continued use and enjoyment of the Property.

8: Good and Marketable Title;

- 8.1 **Absolute Title:** Our standard report requires you to confirm absolute title if title to the Property is registered or will be registered following completion. It is accepted that absolute title may not be available. We therefore confirm that the following titles may be acceptable provided our conditions are fulfilled: Title acquired by adverse possession pursuant to the Land Registration Act 2002 will be acceptable to us if it is absolute title and there are no prior encumbrances.
- 8.2 **Good Leasehold Title:** this will be acceptable if:
- 8.2.1 (i) you can confirm you have had sight of a satisfactory marked abstract of the freehold and any intermediate leasehold title for a period of 15 years before the grant of the lease; **and**
- (ii) you can confirm the title is good and marketable. You will need to consider what is generally acceptable in the district where the Property is located; **or**
- 8.2.2 you arrange defective title indemnity insurance.
- 8.3 **Possessory Title:** this will be acceptable if:
- 8.3.1 You are satisfied in the case of lost title deeds that there is an acceptable statutory declaration and defective title indemnity insurance will be in place at completion.
- 8.3.2 In cases where title has been obtained by adverse possession we will require defective title indemnity insurance unless you can confirm that there are satisfactory statutory declarations evidencing the possession, that the land with possessory title has no building erected on it and the Borrower has confirmed it is not proposed to have buildings erected on it or where the land does not form part of an access or the land is not necessary for services to the Property and there are relevant statutory declarations evidencing possession and you can confirm that our security is not prejudiced.
- 8.3.3 In cases where there is no clear and unambiguous right to Appurtenant Rights we will require defective title indemnity insurance unless you can confirm that our security is not prejudiced.
- In ALL cases where defective title indemnity insurance is not being obtained, you must send a plan of the land to be charged to us identifying the land affected. Our valuer will be required to consider the effect on the value and marketability of the Property. You must not complete until we provide you with further instructions.
- 8.4 **Qualified Title:** this will be acceptable if you are able to obtain defective title indemnity insurance or you can confirm that the qualification is a common occurrence in the locality and will not prejudice our security.

9: Freehold interest in Commonhold;

- 9.1 Where the Property comprises a freehold interest in commonhold you are required to examine the Commonhold Community Statement (“CCS”) to ensure that its terms are sufficient to ensure that the Borrower has the benefit of all Appurtenant Rights, including rights of support. The terms of the CCS should make satisfactory provision for insurance, maintenance and repair of the Property and where appropriate the whole building including its structure, foundations, main walls, roof, common parts, common services and grounds.
- 9.2 You must ensure that the CCS contains no onerous matters which may affect the Property and that the Commonhold Association has no right in the Property which may rank in priority to our security (e.g. for any unpaid commonhold charges). You are required to confirm to the Bank that all sums due to the Commonhold Association are paid to the date of the bank’s security. If required by the CCS you must give notice of our charge to the Commonhold Association.
- 9.3 You must ensure that the terms of the CCS do not allow any party to have any charge or other interest in the Property in priority to the Bank.
- 9.4 You should obtain a company search and obtain and check the Commonhold Associations last three years’ published accounts. You should report any apparent problems to us. If the Property is being used for commercial purposes and has not been recently constructed we would expect a “sinking fund” to have been established to meet the cost of major repairs. Apparent problems with the Commonhold Association should be reported to us.
- 9.5 Where the Mortgagor is a developer or will not otherwise be occupying the Property as their residence you must refer to the Bank for further instructions.

- 9.6 You should obtain a Commonhold Unit Information Certificate and confirm to the Bank either that there are no sums outstanding to the Commonhold Association or the amount of all sums due to the Commonhold Association. The Commonhold Unit Information Certificate must be no more than one month old at completion.

10: Insurance;

- 10.1 You must verify that the insured named in the policy is the legal owner of the property.
- 10.2 The Bank's valuer will confirm the minimum buildings sum insured that is acceptable to us in his report.
- 10.2 The buildings insurance must be index linked and cover professional fees, demolition and site clearance costs.
- 10.3 You must ensure that where the policy has an excess, this does not exceed £1000. Further you must ensure that all the following risks are covered: fire, lightning, aircraft, explosion, earthquake, storm, flood, riot, escape of water or oil, malicious damage, theft or attempted theft, falling trees, branches and aerials, subsidence, heave, landslip, collision, accidental breakage of glass and sanitary ware and accidental damage to underground services.
- 10.4 You must also check that the Borrower has insured against public liability to anyone else.
- 10.5 We shall require a copy of the policy document schedule to keep with the deeds. Where the Property requires insurance for £1,000,000 or more we also require a complete copy of the policy terms and conditions.
- 10.6 If the Property is vacant or let or the property comprises in whole or part of a flying freehold please ensure that the Insurance Company is made aware of these facts. Our requirements in respect of flying freeholds are detailed in instruction 19.
- 10.7 If the policy is to be issued on or after completion, you should obtain confirmation of cover from the Insurance Company or broker detailing the name, address and reference/policy number (if applicable) of the Insurance Company, together with the amount of cover and term
- 10.8 If buildings insurance for the Property involves the Property being covered under a block policy, you should check that the Property is covered by the block policy. Notice of our interest must be served on the insurer on completion using the form of notice at Appendix 1 of these General Instructions. If the Property is leasehold, you should also ensure that the requirements set out in 20.5 below are complied with.
- 10.9 If the Property is (or will be) in the course of being constructed we will require that you ensure that a contractor's all risks policy is in place.
- 10.10 If the Property is (or will be) subject to a licence (eg. a residential care home / licenced restaurant etc) you must ensure that the appropriate insurance type and coverage in line with the recommendations of our valuer is in place.
- 10.11 You are required to give notice of our interest to the Insurance Company and this must be signed by the Mortgagor(s). Our standard form of wording is provided for your use in Appendix 1A. The acknowledged copy of the notice must be provided to us with your letter of confirmation that registration of our Charge is complete.
- 10.12 If the Property is leasehold you must comply with the terms of instructions 20.6.6 and 20.6.10 below and ensure that you provide details of the insurance arranged in accordance with our Instructions.
- 10.13 You must obtain the last premium receipt confirming that all monies due on the policy have been paid to date. This must be provided to us with your letter of confirmation that registration of our Charge is complete.
- 10.14 If required by the Bank in their instruction to you, you must check and confirm that the Bank is, or will be, before the drawdown of funds, noted on any relevant insurance policy as a composite insured party and as a first loss payee in respect of any claim or a series of connected claims in excess of £25,000, or as otherwise directed by the Bank, and you have checked to ensure that the Bank is not responsible for any premium payments or for any disclosure to the insurer under any such insurance policy.

You must ensure that our insurance requirements have been complied with prior to drawdown of the funds.

11: "Back to Back" Sale;

Please advise us immediately if the Property purchase is in relation to a "back to back" sale or if the seller has not owned or been the registered owner of the Property for at least 6 months.

12: Financial Charges;

Unless the other lender is the Woolwich (which is a trading name of Barclays Bank PLC and for which the following doesn't apply as the Bank will deal with matters internally) you are required to:

- 12.1 Advise us immediately of any other mortgage, charge, debenture or floating charge that applies to the Property (other than those advised by us) as it may make it impossible to proceed with the advance or imprudent to proceed with the Charge until

a suitable priority arrangement is reached with the other mortgagee or debenture holder. We will decide whether any other mortgage must be redeemed or postponed.

- 12.2 When providing your Report on Title (or Certificate of Title) we will require you to confirm the amount secured by the prior charge, whether the prior mortgagee is obliged to make further advances and whether the prior mortgagee requires the Bank to enter into a priority document. If a priority document is required by the prior mortgagee please provide their required wording for consideration by the Bank. If a Deed of Priority is required, then you must not complete until such a document has been agreed and executed by all parties pending completion.
- 12.2 You are required to detail in your report any other financial charges (e.g. right to buy charges) revealed by your searches and enquiries which will affect the Property after completion.
- 12.3 Where we have informed you that we are to have a first charge and another lender is also to have a charge on the Property it is important that you do not complete until we have informed you of the arrangements that we seek in respect of the other charge e.g. Deed of Priority.
- 12.4 Where we have advised you that our Charge is not a first charge we will provide you with details of the prior mortgagee and our requirements if any in respect of the first charge.
- 12.5 On completion you must give notice to any prior mortgagee in the form that we require. Our standard wording for such a notice is detailed in Appendix 2. You must ensure that the prior mortgagee acknowledges the notice and that this acknowledgement is provided to us with your letter of confirmation that registration of our charge is complete.

13: Pre-completion Searches;

Unless we advise you to the contrary we will require you to carry out all relevant pre-completion searches.

Where we do advise you that we do not wish the Borrower to incur the expense of an up to date local search, mining search and other preliminary enquiries usually required for such a transaction your report should be qualified accordingly.

In such instances we will require you to undertake as appropriate an index map, HM Land Registry, Land Charges and bankruptcy searches. Please note we will require you to consider and report to us on the most recent searches in your possession.

Adverse information revealed by an old search may result in a need to reconsider our Instructions to waive the requirement for an updated search.

14: Completion and Registration of the Charge;

PLEASE NOTE: We only require that the original of our charge is returned to us in the case of a charge over unregistered land.

- 14.1 Where any party giving a charge over its legal or beneficial interest is an individual we require that the Charge on the property is completed within the priority period of the bankruptcy/land charges search.
- 14.2 Where any party giving a charge over its legal or beneficial interest is either a Company registered under the Companies Acts or a Limited Liability Partnership registered under the Limited Liability Partnerships Act 2000, you are required to register the Charge at Companies House for England and Wales:
- i. You must present a certified copy of the Charge (subject to redaction) on our behalf together with the duly completed Form MR01 or LL MR01 and appropriate registration fee to Companies House for registration within the 21-day statutory period. Alternatively, you can file the charge on-line with a scanned copy (subject to redaction) of the charge. Guidance on completing the Form MR01 or LL MR01 or the on-line equivalent) appears in **Appendix 8**.
 - ii. If we agree any amendments to our Charge and you do not feel the wording is appropriate you must contact us for further instructions.

It is our policy that all personal addresses (but not names of individuals), all signatures and all bank account numbers are redacted before **the copy charge or scanned charge is submitted for registration**.
 - iii. If the party giving a charge over its legal or beneficial interest is a corporate entity registered in Scotland or Northern Ireland you are required to register our Charge using form MR01 or LL MR01 at Companies House for Scotland / Northern Ireland as appropriate within the necessary timescales. You must submit the certified copy charge (subject to redaction) and fee. If you file the charge on-line, it does not matter where in the UK the company or LLP is registered. The redaction policy set out above applies to all paper and on-line registrations. Guidance on completing the Form MR01 or LL MR01 or the on-line equivalent) Appears in **Appendix 8**.
- 14.3 Where a UK company or LLP provides a charge in its capacity as a trustee, you must present the charge for registration, indicating this capacity in the Trustee statement in form MR01, LL MR01 or the on-line equivalent.
- 14.4 In all circumstances you must forward to us the appropriate confirmation of registration or rejection notification.

- 14.5 Where a party giving a charge over its legal or beneficial interest is a Friendly Society you must present a certified copy of the Charge and duly completed registration form together with the appropriate registration fee to the PRA within the 14 day timescale.
- 14.6 Where we are taking a third party charge and the Mortgagor is a corporate entity you must ensure that a board resolution is passed. A suggested form of resolution is attached at Appendix 3. If you are not using the form of resolution provided, you must ensure that the resolution is adequate to enable the Bank to rely on and enforce the Charge. We do not require a copy of the resolution.
- 14.7 In all cases you are required to register our Charge (as appropriate) at the Land Registry or as a land charge (if the title is to remain unregistered and our Charge will not take effect as a first legal charge protected by the deposit of deeds).
- i. If the land is registered then the Charge must be registered at the Land Registry within the priority period of the land registry search.
 - ii. If the land is subject to first registration the charge must be registered within the 2-month period specified by the Land Registration Act 2002.
 - iii. If the charge has been given by a UK company or LLP you must include the certificate of registration at Companies House.
- 14.8 In all cases it is for you to ensure that that we have a valid Charge over the Property that has been properly registered and that the Bank's priority in accordance with our Instructions is maintained.
- 14.9 You are required to obtain and consider a copy of the facility agreement and where the facility agreement includes an obligation on the Bank to make further advances, you must register an obligation to make further advances on the Charges Register for the Property in respect of our Charge.

15: Restrictions and Notices;

- 15.1 Our Charge includes a request by the proprietor of the land to record a restriction at the Land Registry in form P of the standard Land Registry restrictions. This must be registered using form RX1.
- 15.2 If we have supplied you with a charge that contains a limitation on the amount that we can recover or is limited to a specific facility then you must ensure that you enter an appropriate restriction on form CH3.
- 15.3 If we have notified you that we require a notice to be registered to protect our interest then you must ensure that an appropriate notice is lodged in an approved Land Registry form.

16: Exempting our Charge from the general right to inspect and copy;

We have no objection to the Borrower requesting you to apply for such an exemption. If you have followed this procedure, you must provide a certified copy of the executed charge to us with your letter of confirmation that registration of our charge is complete.

17: Insolvency Considerations/Transactions at Undervalue;

- 17.1 You must obtain a clear bankruptcy search against each Borrower (and each Mortgagor, Guarantor and/or Beneficial Owner, if any).
- 17.2 You must advise us immediately if you become aware of any bankruptcy/ insolvency proceedings in relation to the Borrower.
- 17.2.1 If you are made aware as a result of your enquiries or otherwise that a transaction at an undervalue has taken place within 5 years (for individual transferors) or 2 years (for corporate transferors) prior to the date of our Charge and you cannot certify that we will acquire our interest in good faith then you must arrange defective title indemnity insurance.
- 17.2.2 You must also obtain clear bankruptcy searches, winding up searches and/or company searches as appropriate against all parties to a transaction at an undervalue.
- 17.2.3 You are required to fully investigate entries revealed on a search. Where an entry appears in the name of the Borrower (or the Mortgagor, Guarantor or Beneficial Owner) we will require you to certify that the entry does not relate to the Borrower (or the Mortgagor, Guarantor or Beneficial Owner). If YOU are unable to certify that the entries revealed do not relate to the Borrower (or the Mortgagor, Guarantor or Beneficial Owner) you must report this to us as we may have to withdraw or change the offer to the Borrower.
- 17.3 You must satisfy yourself that the current transfer cannot be set aside for undervalue.
- 17.3.1 If the transfer involves partnership property you must be satisfied that adequate consideration has been given by reference to a dissolution/partnership/partition agreement (if appropriate). If you are not so satisfied then the transfer should be treated as a transfer at an "undervalue".

- 17.3.2 If the current transfer is at an undervalue then you must be satisfied that we will acquire our interest in good faith. In all cases where the transfer is made by an individual at an “undervalue” you must obtain a clear bankruptcy search against the parties to the transfer and a statutory declaration of solvency from the donor.
- 17.3.3 If the transferor is a company and a customer of the Bank we may be adequately protected if the transferor is able to provide an auditor’s certificate as at the date of the transaction confirming that the transferor is not unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 and will not become unable to pay its debts within the meaning of that section as a result of the transaction. A draft auditor’s certificate in the form that we require is detailed in Appendix 4. In assessing whether the Bank would be adequately protected by obtaining an auditor’s certificate you will need to consider the implications of section 423 of the Insolvency Act 1986 and be satisfied that the transaction is not intended by the transferor to defraud its creditors. If the transferor is a company but is not a customer of the Bank you will need to provide us with the relevant background to the transaction so that we can let you have further instructions.
- 17.3.4 You will note that we cannot have the benefit of the statutory protections relating to individuals if the donor is entering into the new charge in any capacity. If you cannot be satisfied that our interest derived under the new charge will be protected by statutory provisions then you must arrange defective title indemnity insurance.
- 17.3.5 Where the payment of the consideration is in whole or in part to be deferred the Bank takes the view that the transfer is at an undervalue. Please also refer to Instruction 24, regarding ‘Unpaid Vendors Lien’.
- 17.3.6 Where the payment of the consideration is left outstanding as a loan then unless the loan is one that is on commercial terms the Bank takes the view that the transfer is at an undervalue.
- 17.3.7 If we have advised you that the transfer is to take place subject to our existing charge then we will not require you to consider the undervalue implications of the current transfer.

18: New Properties / Conversions – NHBC / Zurich Municipal / Foundation 15 Documentation;

- 18.1 If the property is a dwelling house under construction or constructed within the last 10 years, we require the property to be subject to NHBC or Zurich Municipal or any other new home warranty that we confirm is acceptable to us.
- 18.2 If the Property is part of a residential conversion project we will require the Property to be subject to NHBC for Conversion or any other conversion warranty that we confirm is acceptable to us.
- 18.3 For all new build properties which have the benefit of a new home warranty you must ensure that you have in your possession the warranty issuer’s cover note stating that the property has received a final inspection and that a full new home warranty will be in place on or before legal completion. A copy of the warranty must be provided to us with your letter of confirmation that registration of our charge is complete.
- This clause does not apply to self-build schemes where construction or conversion is being supervised by a professional consultant. See 18.4 below.**
- 18.4 If NHBC or Zurich Municipal is not being obtained by the developer then please revert to us for further instructions confirming to us the arrangements that the developer proposes.

19: Freehold Flats and Flying Freeholds;

- 19.1 If any part of the Property comprises or is affected by a flying freehold or the Property is a freehold flat or a flat comprising a freehold interest in commonhold, we will accept it as security only if you confirm that:
- 19.1.1 the Property has all the necessary rights of support, protection and entry for repair; **and**
- 19.1.2 enforceable covenants are in place to ensure that subsequent buyers are required to enter into covenants in identical form; **and**
- 19.1.3 the Property has a good and marketable title.
- 19.2 Unless you have in your possession a valuation detailing the extent of the flying freehold then before we can confirm that we will proceed, we will need a clear plan showing the extent of the flying freehold so that we can request our valuer’s confirmation that the value and marketability of the Property is not adversely affected.
- 19.3 We will be advised by you whether defective title indemnity insurance can be arranged if there are insufficient easements and covenants in the title documents. You will be required to arrange such insurance, if appropriate, only when our valuer has considered the matter and reported to us. You must ensure that your report to us is made in sufficient time for us to consider the matter, report to our valuer and for you to arrange any insurance that may be required.
- 19.4 We will accept a Property that is a freehold flat comprised in a building converted into no more than four flats provided that the Borrower is in occupation of one flat and the Borrower or another flat owner owns the freehold of the building and the

other flats are subject to long leases. You will be required to ensure that the terms of the lease require the tenant of each flat to pay a satisfactory contribution towards repair, maintenance and insurance of the whole building. The terms of the lease should provide for the grant of and reserve all necessary rights and easements.

20: Leasehold Property;

PLEASE NOTE: We require an undertaking from you (in form and substance satisfactory to us) that you will hold all title deeds and documents in relation to the Property strictly to the order of the Bank and to return them to the Bank or as we may direct.

If the title to the Property is leasehold, please note and comply with the following requirements:

20.1 **You must revert to us for further instructions if the lease has less than 7 years left to run.**

20.2 **Forfeiture Provisions**

20.2.1 A lease that can be forfeit if the tenant is made bankrupt or goes into liquidation or on the appointment of an administrator, receiver, or a receiver and manager or where the tenant enters into an arrangement for the benefit of the tenant's creditors may not be acceptable to us. You must report to us if such a forfeiture provision exists.

20.2.2 We may be prepared to accept a lease that can be forfeit on the grounds of non-payment of rent and breach of covenant provided the following conditions have been satisfied:

i. the landlord agrees in the lease that before taking any steps to forfeit the lease:

a) prior notice will be served on us of any intention to forfeit; and

b) we will be allowed a reasonable period say, of 28 days, to remedy the breach before the landlord will commence any action to forfeit.

ii. For new leases, appropriate wording should be introduced.

iii. For existing leases, with no provision for notice to a mortgagee/chargee, we require:

a) a Deed of Variation, where the lease has a premium, to include a forfeiture clause preventing re-entry without notification to a chargee on the basis of Form 130, Volume 22 (3) of the fifth edition of the Encyclopaedia of Forms and Precedents (7) 2 "Qualification where there is a charge"; or

b) where it is not possible to obtain a Deed of Variation to an existing lease, or the lease does not have a premium, you should arrange for a landlord's undertaking as detailed in Appendix 5, to be signed by the Landlord. This must be provided to us with your letter of confirmation that registration of our charge is complete.

This requirement is waived where the original lease was for a term of 60 years or more and the total of rent and service charges payable under the lease do not exceed £100 per annum.

20.3 **Breach of Covenant**

20.3.1 You must make enquiries as to whether there is any breach of any of the covenants in the lease and inform us immediately if you are or become aware of any such breach.

20.3.2 A current receipt, confirming that all rent and service charge payments have been paid to date must be seen before drawdown. If no such receipt is available but you are satisfied that our security will not be prejudiced then we will be prepared to proceed subject to your written confirmation of the same.

20.4 **Management Company**

20.4.1 Where a management company has responsibility for the structure, walls, roof or grounds you should consider whether it has an estate in the land and check that the members of the company are tenants. If you cannot be satisfied in this respect, there should be a covenant by the landlord to carry out the obligations of the management company in case it defaults.

20.4.2 You should obtain a company search and obtain and check the management company's last three years' published accounts. You should report any apparent problems to us. If the Property is being used for commercial purposes and has not been recently constructed we would expect a "sinking fund" to have been established to meet the cost of major repairs. Apparent problems with the management company should be reported to us.

20.5 **Where the property is part only of a Building**

If the Property comprises part of a building ("Building") you are required to:

20.5.1 consider who is required to insure the Building (including the Property) and check that the same parties are named as the insured on the buildings insurance policy for the Building and;

a) If the lease requires the tenant to insure the Building, you must satisfy yourself that each of the tenants is under an obligation to insure, maintain and repair the Building or part thereof and to apply the insurance proceeds in rebuilding the Building and that there is adequate provision in the lease of the Property that will allow the landlord or management company to enforce the obligations against other tenants at the request of the Borrower;

- b) If the lease requires the landlord to insure the Building, you must ensure that the lease contains insurance provisions that:
 - i) require the landlord to insure the Building (including the Property) for the full reinstatement value;
 - ii) require the landlord to apply for all necessary licences and consents required for the reinstatement and rebuilding (as applicable) of the Building including the Property and all services and accesses to them as soon as reasonably practical following damage or destruction;
 - iii) require the landlord to apply the proceeds of the insurance (other than those received for the landlord's loss of rent) in reinstating and rebuilding the Building including the Property and all services and accesses to them in substantially the same form and layout of the Property, Building, accesses and services prior to the damage or destruction occurring;
 - iv) require the landlord to pay the tenant a fair proportion of the proceeds of the insurance in the event that the landlord cannot obtain the licences and consents required to reinstate or rebuild (as applicable) the Property, Building and the accesses and services to them and complete the reinstatement or rebuilding (as applicable) of them within three years of the date of damage or destruction.
- 20.5.2 take reasonable steps to check that the leases in relation to other parts of the building are on similar terms to the lease to be charged to the Bank. In circumstances where the landlord or management company is not responsible for the maintenance and repair of the main structure you will be required to advise us whether defective title indemnity insurance is required; **and**
- 20.5.3 take reasonable steps to check that obligations to pay towards a service charge is reasonable and report where the amount recovered from all tenants paying service charge is in excess of 100% of costs incurred.
- 20.6 **General Requirements**
- 20.6.1 Where we have informed you that we will provide you with a valuation or we have provided you with details of what we understand to be the principal terms of the lease we require you to verify these details and to contact us immediately if any of the terms are different from our understanding.
- 20.6.2 Any rent review provisions in the lease should not be likely to produce a rent which is in excess of the market value for that Property, or, if the review is linked to the Retail Prices Index ("the RPI"), an increase in excess of the change in the RPI.
- 20.6.3 The permitted use must not be personal to a named tenant or unusually restrictive.
- 20.6.4 There should be no option for early determination of the lease other than following a complete destruction of the property and in such a case you should report to us if there is no provision for the tenant and/or Mortgagor to receive compensation from the insurance monies.
- 20.6.5 There should be no unusual restrictions on alienation of the lease.
- 20.6.6 You must review the lease to ensure that its terms are sufficient to ensure that the Borrower has the benefit of all Appurtenant Rights, including rights of support. The terms of the lease should make satisfactory provision for insurance, maintenance and repair of the Property and where appropriate the whole building including its structure, foundations, main walls, roof, common parts, common services and grounds.
- 20.6.7 You must report to us if it becomes apparent that the landlord is either absent or insolvent. In the case of a leasehold title of a residential flat we may still accept the Property as security where the landlord is either absent or insolvent but only if defective title indemnity insurance is arranged before completion and we are satisfied with the residual term of the lease.
- 20.6.8 You must obtain any necessary consent to or prior approval of the assignment to the Borrower and the Charge. Where the consent/licence of the landlord and/or superior landlord and/or third parties are required, please ensure that these are obtained prior to completion and are provided to us with your letter of confirmation that registration of our charge is complete. We will accept a restriction in the lease of the tenant's ability to mortgage, charge or assign the lease only where consent to such an action cannot be unreasonably withheld.
- 20.6.9 You are required to give notice of our charge to the landlord and all superior landlords using the form of notice detailed in Appendix 6 (whether required by the terms of the lease or not). Further, you should give notice of the Charge to any other appropriate party, as required by the provisions of the lease. These notices must be provided to us with your letter of confirmation that registration of our charge is complete.
- 20.6.10 The Borrower's insurance arrangements must comply with the terms of the lease. You are required to check the terms of the lease and advise us if the terms of the lease are not being complied with.
- 20.6.11 A shared ownership or "staircasing" lease will not be acceptable to us unless we have confirmed to you in writing that we are prepared to lend in such circumstances. In addition to the criteria listed in this clause we will require you to advise us on the "staircasing" terms.
- 20.6.12 **If any terms of the lease do not meet our requirements and you cannot arrange for a Deed of Variation to be executed on or before completion then you are required to advise us on the need for defective title indemnity insurance.**

21: Defective Title Indemnity Insurance;

- 21.1 You are required to ensure that a suitable and adequate defective title indemnity insurance policy is in place on completion whenever this is required to ensure that the Property has a good and marketable title at completion. Where an existing policy is in place you will be required to check that it is suitable and adequate to cover the risk or whether a new policy is required. If an existing policy is acceptable we may accept a copy of the original policy document only if the original policy is not available and you consider that a copy document is sufficient for our purposes.
- 21.2 You must send the original policy document (or a copy if permitted under Clause 21.1 above) to us with your letter of confirmation that registration of our charge is complete.
- 21.3 Where indemnity insurance is required you must:
- a) approve the terms of the policy on our behalf and ensure that it is for our benefit and for the benefit of the Borrower and any subsequent owner or mortgagee;
 - b) ensure the limit of indemnity is for the value of the Property at completion;
 - c) ensure that any new policy is effected without cost to us;
- 21.4 In the case of a new policy ensure that all relevant information is disclosed to the Insurance Company and in respect of an existing policy, as far as you are able that all relevant information has been correctly disclosed to the Insurance Company;
- a) ensure that the policy does not contain conditions which you know would make it void or in any way prejudice our interest;
 - b) explain to the Borrower why defective title indemnity insurance is necessary and provide a copy of the policy to the Borrower;
 - c) advise the Borrower that a further policy may be required if we agree to lend any further monies against the security of the Property;
 - d) advise the Borrower to comply with any conditions of the policy and notify us of any potential claim in respect of the policy.

Where title is unregistered and will not be registered following this transaction (as an unexpired lease of less than 7 years is involved), notify the Insurance Company in writing of our interest quoting the reference number given on our Specific Instruction letter and our Security Centre's address. An acknowledgement must be obtained from the Insurance Company and provided to us with the policy document. **You must do this even if the policy terms do not require it.**

22 Tenanted Properties;

Tenants should occupy the property on the basis of a formal written agreement made between the Borrower (or a previous owner in whom the title to the Property was vested) and the tenant.

You are required to send us the original or a certified copy of the counterpart lease(s) or licence(s) unless registered at the Land Registry. We do not require you to send us Assured Shorthold Tenancy agreements.

22.1 **Where the Property is occupied on the basis of a Lease;**

- 22.1.1 There must be a covenant to pay rent.
- 22.1.1.1 We require that the rent provisions are stated in clear language and that the lease specifies the dates for payment.
- 22.1.1.2 Rent must be payable in money and the dates and the provisions for rent review must be clear (e.g. on the usual quarter days). Peppercorn rents are acceptable where the original lease term is for 99 years or more and a premium was payable.
- 22.1.1.3 If a service charge is payable then the provisions must be stated in clear language.
- 22.1.1.4 You must advise us if there is a rent-free period that has not yet expired.

For properties with a commercial use we have the following additional requirements:

- 22.1.2 Where the lease term exceeds 5 years it must provide for rent to be reviewed on an upward only basis;
- 22.1.2.1 the rent review clause should also provide for an independent surveyor or valuer to assess the new rent, if the parties cannot agree it, and give details as to any assumptions the valuer is to make in assessing the new rent;
- 22.1.2.2 provision should be made in the lease for the Borrower to be responsible for buildings and loss of rent insurance but the cost should be recoverable from the tenant(s);

- 22.1.2.3 both the service charge and insurance monies should be recovered as additional rent. The covenant to pay rent and any additional rent must be expressed to be payable without deduction or set-off.
- 22.1.3 There must be an express covenant to **repair**.
- 22.1.3.1 The minimum acceptable to us is that the tenant covenants to maintain the interior of the Property in its current state at the commencement of the lease and a schedule of condition should be available to confirm the current state.
- 22.1.3.2 Where the tenant is to be responsible for the maintenance of the exterior and interior of the Property again the minimum standard acceptable to us will be that the exterior and interior of the Property is maintained in its current state at the commencement of the lease and a schedule of condition should be available to confirm the current state.
- 22.1.4 The **alienation** provisions should provide that:
- 22.1.4.1 the tenant should deal only with the whole of the Property and only with the landlord's prior written consent;
- 22.1.4.2 for commercial property where the tenant wishes to assign a lease created after 1 January 1996 the lease must provide for the landlord to require the tenant to enter into an Authorised Guarantee Agreement;
- 22.1.4.3 where an underlease is being created or exists at completion this must be created under an obligation to ensure that the underlease incorporates the terms of the head lease, includes any necessary rent reviews and prohibits any variation of the terms of the underlease without the landlord's consent;
- 22.1.4.4 alienation of part must be absolutely prohibited unless we specifically confirm to the contrary.
- 22.1.5 We will require that the lease provides for the tenant to **yield up** the Property at the expiry or earlier determination of the lease with vacant possession.
- 22.1.6 We will expect the lease to provide for **forfeiture** for non-payment of rent, breach of covenant and insolvency/bankruptcy. Where the tenant has paid a substantial premium for a long-term lease we will relax this requirement and will not require the forfeiture clause to include insolvency/bankruptcy.
- 22.1.7 The lease should contain provisions requiring the tenant to forward to the landlord a copy of all **notices** received relating to the Property and should require that the tenant will join in with the landlord in making such representations as the landlord deems fit in respect of that notice.
- 22.1.8 The lease should provide for **insurance** monies to belong to the landlord absolutely. If this is not the case you should advise us.
- 22.1.9 You must consider the proposed use:
- 22.1.9.1 where we or the valuer's report states that the tenant is to use the premises for a particular purpose you must advise us if this is not provided for in the lease. We require you to report if you regard the "use provisions" as unduly restrictive as this may affect the marketability and value of the Borrower's interest in the Property;
- 22.1.9.2 if use is for a potentially polluting purpose we will require that the lease contains covenants by the tenant not to commit waste and to comply with requirements of any relevant planning consents and legislation relating to the use of the property;
- 22.1.9.3 where the use is for a hotel, restaurant or otherwise for the sale of alcohol or for any other use requiring licences (e.g. care home) from a regulatory/statutory or government body, we will require the lease to contain covenants in relation to the Justices Licences/other licences to the effect that the tenant must covenant to renew, maintain and preserve the licences during the term and upon expiry or other determination of the term. The tenant must covenant to transfer the Licences to the landlord or other nominated person. The tenant should irrevocably appoint the landlord as attorney of the tenant to deal with the licences in order to preserve them in the event of default by the tenant in relation to the licences.
- 22.1.10 Where the premises are used for business purposes, we will require you to confirm as to whether a **court order** has been obtained or the notice procedure pursuant to The Regulatory Reform (Business Tenancies) Order 2000 correctly followed excluding sections 24-28 of the Landlord and Tenant Act 1954. It is important that you ensure the details provided by the valuer in his report or alternatively provided by us are correct in this respect. If we have not provided any specific instructions you will be required to report whether the provisions have been excluded or not. We will need to ensure that whether a court order has been obtained or not or the notice procedure followed that the actual circumstances have been taken into account by our valuer and us in the assessment of the marketability and value of the Borrower's interest in the Property.
- 22.1.11 If the Property is used as **residential accommodation** it will not be acceptable to us for the tenant(s) to gain security of tenure. You must advise us if the tenant(s) has security of tenure. If occupation is on the basis of an Assured Shorthold Tenancy you must make enquiries and satisfy yourself that the tenancy complies with the legal requirements for an Assured Shorthold Tenancy.
- 22.1.12 It is not normally acceptable to us for the tenant to have the benefit of any option or right of pre-emption unless it is statutory. You must advise us if such a provision exists. If such a provision exists or is proposed you must report fully and

advise what effect such a provision will have on our security. If an existing tenant has the benefit of such an agreement and it is confirmed by us in writing as acceptable to us you must ensure that all the requirements of the option or pre-emption have been complied with in relation to the transaction and the creation of the Charge. Further if the tenant has a statutory right of pre-emption in respect of the freehold you must make enquiries and satisfy yourself that the correct procedures have been followed by the Borrower prior to the purchase of the freehold.

22.2 Licences

We will not accept licences that could be construed by a court as a lease conferring on the tenant security of tenure. We prefer to see a short term lease excluded from the provisions of sections 24-28 of the Landlord and Tenant Act 1954. You are required to report whether any licence granted to a tenant/licensee in relation to the Property could be construed as conferring security of tenure on the tenant either now or in the future.

22.3 Tenancies at Will

We will not accept tenancies at will that could be construed by a court as a lease conferring on the tenant security of tenure. You are required to report specifically whether any tenancies at will relating to the Property could be interpreted by a court as periodic tenancies. We prefer to see a short term lease excluded from the provisions of sections 24-28 of the Landlord and Tenant Act 1954. You are required to report whether any tenancy at will relating to the Property could be construed as conferring security of tenure on the tenant either now or in the future.

23: Security Documents, Execution and Witnessing;

- 23.1 We will send you a partly completed legal charge form. You must ensure that the details we have completed are correct. We have limited information in respect of the Property and will rely on you to ensure that the Schedule to the legal charge is fully and accurately completed. In the case of unregistered land or land subject to first registration, then you must insert full details of the document (e.g. lease, assignment, conveyance or assent) which transfers ownership to the Borrower.
- 23.2 Charges signed by an individual must be executed in the presence of a qualified solicitor who can explain the nature of the Charge and advise the individual on its terms. The solicitor must then witness the signature. If it is not possible for the Charge to be executed at your offices please advise us so that we can make alternative arrangements. **The charge, properly executed by all parties, including, where applicable, the Principal Debtor and any occupiers or other parties who are not registered proprietors, must be held by you prior to release of the monies advanced by the Bank.** Where completion of the purchase of the Property has not taken place, please hold the Charge in escrow and date it on completion. Please note that if a Licensed Conveyancer or a Fellow of the Chartered Institute of Legal Executives is acting in the transaction instead of a solicitor then it is perfectly acceptable to the Bank for the signature to be witnessed by the Licensed Conveyancer or the Fellow of the Chartered Institute of Legal Executives concerned. We rely upon you to ensure that the Charge is correctly executed.
- 23.3 If you are aware that the Property is held for a trust, partnership or other arrangement where some or all of the beneficial ownership of the Property will not vest on completion in the Mortgagor as defined in our charge form, please do not proceed, but inform us immediately. You should not proceed until you receive further instructions from us.
- 23.4 The address for service at the Land Registry should be Barclays Bank PLC at Lending Operations, PO Box 299, Birmingham B1 3PF / Barclays Security Trustee Limited at Business Lending Services, PO Box 16276, Birmingham B2 2XE (as appropriate) together with the address of the office which issued the Specific Instructions. This should appear at the end of the charge form.
- 23.5 You must not make any alterations to our security documentation unless you have our prior approval in writing. Please advise the office which issued the Specific Instructions of any alterations sought and confirm the reason they are required so that we can consider the implications for the Bank. Approved alterations must be initialled by all signatories to the Charge. Where additional clauses have been inserted by an attachment to the Charge, please ensure that all signatories sign at the end of the attachment. Alterations to the Charge **MUST** be agreed with the office which issued the Specific Instructions and **NOT** the relationship team/office.
- 23.6 If any document is to be executed under a power of attorney you must revert to us with an explanation as to why the individual is unable to execute the document personally. You must ensure that the power has been drawn up in an appropriate form and correctly executed.

Where there are joint borrowers the power should comply with s25 of the Trustee Act 1925 as amended by s7 of the Trustee Delegation Act 1999 or comply with s1 of the Trustee Delegation Act 1999.

We draw to your attention the fact that for the purposes of execution of the charge form if there are only two co-Borrowers then one joint borrower cannot appoint the other as attorney.

- 23.7 A power of attorney must not be used in connection with a loan regulated by the Consumer Credit Act 1974, FSMA 2000 and RAO (Regulated Activities Order 2001).
- 23.8 Where the Mortgagor is a corporate entity with only one director or member, we will accept the security documentation signed by the director / member in the presence of a witness. Where the corporate entity has more than one director or member, we require the security documentation to be executed by two directors / members (as appropriate) or a director and the company secretary.
- 23.9 You are required to ensure that the Charge and any other security documentation being entered into or granted by the Borrower and Mortgagor (if applicable) in favour of the Bank has been duly executed.

24: Unpaid Vendors Lien;

If all or part of the purchase price is left outstanding at completion then the vendor will retain an equitable lien over the Property which will affect the priority of our Charge. In such circumstances we require the vendor to take a second charge over the property and enter into a Deed of Priority with the Bank. You should revert to us for a suitable deed. If the vendor will not be taking a second charge then you must revert to us for further instructions advising us of alternative methods by which we can protect our interest.

25: Incorporated bodies;

- 26.1 If the Borrower and / or Mortgagor is a body registered under the Companies Acts or under the Limited Liability Partnerships Act 2000 you are required to examine an up to date copy of its governing documentation and ensure that it has the power to borrow for the purposes of the facility letter documentation the Bank has issued to the Borrower and has the power to give the security documentation.
- 26.2 You are required to ensure that the directors / members (as appropriate) have, prior to execution of the security documentation (including the facility letter and the Charge), complied with all necessary regulations, obtained all necessary consents and opinions, passed all necessary resolutions whether required under the Companies Acts, the Limited Liability Partnerships Act 2000 or any other law or regulation and otherwise have the requisite capacity to give the security documentation.
- 26.3 You are required to ensure that the Charge and any other security documentation being entered into or granted by the Borrower and Mortgagor (if applicable) in favour of the Bank, has been duly executed.

26. Charities;

- 26.4 If the Borrower and / or Mortgagor is a charity (exempt or registered) we will require that you obtain a copy of its governing documentation (in the case of a registered charity the documentation that has been registered with the Charity Commission) certified as up to date by an officer of the Borrower / Mortgagor (as appropriate).
- 26.5 You are required to examine the formation documentation to ensure that the Borrower has the power to borrow for the purpose recited in the facility letter documentation the Bank has issued to the Borrower and has the power to give the security documentation.
- 26.6 If the Property being acquired will be an investment (and not used directly by Borrower in the direct furtherance of its charitable objects) the Bank will require that you satisfy yourself that the acquisition of the Property, the borrowing and the giving of the Charge are all in the furtherance of the Borrower's charitable objects.
- 26.7 You are required to ensure that the Charge and any other security documentation being entered into or granted by the Borrower and Mortgagor (if applicable) in favour of the Bank, has been duly executed.
- 26.8 You must also ensure that all necessary consents required by law, regulations and under the terms of the constitutional documents or any governing or regulatory body are obtained. Copies of any such "consents" must be forwarded to us with your confirmation that registration is complete.
- 26.9 You must ensure that the appropriate certificates, statements and consents required by the Charities Act 2011 and (in the case of a charge over land) the Land Registration Act 2002 have been included in the security documentation, including where the security documentation have been prepared by the Bank.

26.10 You must ensure that the charity trustees have received the appropriate professional advice on the proposed transaction before both accepting any facility letter documentation and executing the security documentation and make the appropriate deletions to the security documentation so that the appropriate certificates are given. The individuals who will be executing the Charge in the capacity of the charity trustees under the Charities Act 2011 must also sign the Charge to confirm that certificates given in the Charge are given pursuant to an authority conferred pursuant to section 333 of the Charities Act 2011 even if they are also executing the security on behalf of the company.

Unless you report to the contrary in the Report on Title we will assume that all of the above requirements are in order and have been complied with.

27: Pension Schemes;

If the Borrower is the trustees of a pension scheme you must examine the scheme documentation and such other documentation as is necessary to ensure that:

- 27.1 the parties named in the security documents including the Charge as "the Mortgagor" comprise all the current Trustees of the scheme (unless the scheme documentation permits the Managing Trustees to act alone subject to the consent of the Professional / Independent Trustee); and
- 27.2 the borrowing by the Trustees is within their powers; and
- 27.3 the entering into of the security documentation (including the facility letter and the Charge) is within the powers of the Trustees; and
- 27.4 the Trustees have, prior to the execution of the security documents (including the facility letter and our Charge), complied with all necessary regulations imposed and obtained all necessary consents / opinions whether required by law, regulations, under the terms of the scheme documents or otherwise; and
- 27.5 You are required to ensure that the Charge and any other security documentation being entered into or granted by the Borrower and Mortgagor (if applicable) in favour of the Bank, have been duly executed.

In line with the provisions of Part 25 of the Companies Act 2006, the Bank will require that the security documentation is registered at Companies House against the name of any corporate entity that is recited as a Mortgagor and / or a Trustee in the security documentation.

Where the Independent / Professional trustee will not be a party to the facility letter or Charge, you must obtain pre draw-down of the advance confirmation from the Independent / Professional trustee prior to completion that any restrictions in the Trust Deed and the regulations on borrowing limits, investments and transactions with members / employer / associated companies have been complied with and that the Independent / Professional trustee has either countersigned the facility letter and Charge to confirm their consent to both or (alternatively) provided a letter consenting to the Member / General Trustees accepting the facility letter and executing the Charge.

You must ensure that any "consents" that required are obtained pre draw-down of the advance.

Unless you report to the contrary in the Report on Title we will assume that all of the above requirements are in order and have been complied with.

28: Settlement & Will Trusts;

28.1 If the Borrower is the trustees of a Settlement or Will Trust (the Trust) you must examine the governing documentation for the Trust and all such other documentation as is necessary to ensure that:

- 28.1.1 the parties named in the security documents including the Charge as "the Mortgagor" comprise all the current Trustees of the Trust; and
- 28.1.2 the borrowing by the Trustees is within their powers; and
- 28.1.3 the entering into of the security documentation (including the facility letter and the enclosed legal charge) is within the powers of the Trustees; and

- 28.1.4 the Trustees have, prior to the execution of the security documents (including the facility letter and our Charge), complied with all necessary regulations imposed and obtained all necessary consents/opinions whether required by law, regulations, under the terms of the Trust documents, the Consumer Credit Act 1974 or otherwise; and
- 28.1.5 You are required to ensure that the Charge and any other security documentation being entered into or granted by the Borrower and Mortgagor (if applicable) in favour of the Bank, has been duly executed.

28.2 If the trustees of a Settlement or Will Trust (the Trust) are giving security in respect of the obligations of a third you must examine the governing documentation for the Trust and all such other internal documentation and legislation as you deem necessary to ensure that:

- 28.2.1 the parties named in the security documents including the Charge as "the Mortgagor" comprise all the current Trustees of the Trust; and
- 28.2.2 the entering into of the security documentation is within the powers of the Trustees; and
- 28.2.3 the Trustees have, prior to the execution of the security documents, complied with all necessary regulations imposed and obtained all necessary consents/opinions whether required by law, regulations, under the terms of the Trust documents, the Consumer Credit Act 1974 or otherwise.
- 28.2.4 You are required to ensure that the Charge and any other security documentation being entered into or granted by the Mortgagor in favour of the Bank, has been duly executed.

You must ensure that any "consents" required are obtained pre draw-down of the advance.

Unless you report to the contrary in the Report on Title we will assume that all of the above requirements are in order and have been complied with.

29: Clubs, Associations & Societies;

If the Borrower is a club, association or society you must examine the Borrower's governing documentation and/or rules and such other internal documentation (the Governing Documentation) as is necessary to ensure that:

- 29.1 the party(ies) named in the security documents including the Charge as "the Mortgagor" comprise all the individuals and or party(ies) empowered by the Borrower's Governing Documentation to borrow and charge; and
- 29.2 the borrowing by the Mortgagor is within its/their powers; and
- 29.3 the entering into of the security documentation (including the facility letter and the Charge) is within the powers of the Mortgagor; and
- 29.4 where there is a restriction within the Governing Documentation stipulating how much the Mortgagor can borrow that the amount recited in the facility letter (either on its own or compounded with any other facility (or facilities) that the Mortgagor has with another lender (or lenders)) will not breach any such restriction; and
- 29.5 where such a restriction exists and will be breached by the amount recited in the facility letter that draw-down of the facility is not requested or occurs until such time as the formal approval of the appropriate governing and/or regulatory body (the FCA, the PRA or any such other governing or regulatory body from time to time) has been obtained; and
- 29.6 the detailed individuals and/or party(ies) have, prior to the execution of the security documents (including the facility letter and our Charge), complied with all necessary regulations imposed and obtained all necessary consents/opinions whether required by law, regulations, under the terms of the Governing Documentation, the Consumer Credit Act 1974 or otherwise; and
- 29.7 You are required to ensure that the Charge and any other security documentation being entered into or granted by the Borrower and Mortgagor (if applicable) in favour of the Bank, has been duly executed.

You must ensure that any "consents" required are obtained pre draw-down of the advance.

Unless you report to the contrary in the Report on Title we will assume that all of the above requirements are in order and have been complied with.

30: Limited Partnerships;

If the Borrower is a Limited Partnership you must examine the partnership's governing documentation and such other documentation as you consider necessary (the "Partnership Documentation") to ensure that:

- 30.1 the party(ies) named in the security documents including the Charge as "the Mortgagor" comprise all the individuals and / or party(ies) empowered by the Partnership Documentation to borrow and charge; and
- 30.2 the borrowing by the Borrower and / or Mortgagor (if different) is within its/their powers; and
- 30.3 the entering into of the security documentation (including the facility letter and the Charge) is within the powers of the Borrower and Mortgagor (if different); and
- 30.4 where there is a restriction within the Partnership Documentation stipulating how much the Borrower and / or Mortgagor (if different) can borrow that the amount recited in the facility letter (either on its own or compounded with any other facility (or facilities) that the Borrower and / or Mortgagor (as applicable) has with another lender (or lenders)) will not breach any such restriction; and
- 30.5 where such a restriction exists and will be breached by the amount recited in the facility letter that draw-down of the facility is not requested or occurs until such time as the Partnership Deed is varied to permit the borrowing and / or entering into of the security documentation recited in the facility documentation; and
- 30.6 the parties executing the security documentation have, prior to such execution, complied with all necessary regulations imposed and obtained all necessary consents/opinions required to permit the due execution of the security documentation; and
- 30.7 You are required to ensure that the Charge and any other security documentation being entered into or granted by the Borrower and Mortgagor (if applicable) in favour of the Bank, has been duly executed.

You must ensure that any "consents" required are obtained pre draw-down of the advance.

Unless you report to the contrary in the Report on Title we will assume that all of the above requirements are in order and have been complied with.

31: Independent Legal Advice;

The Bank will advise you when an Occupier and/or Mortgagor and/or Beneficial Owner must receive Independent Legal Advice in the Specific Instructions.

Where the party (or parties) receiving Independent Legal Advice is a Mortgagor and/or Beneficial Owner the Bank will forward its standard form of security document to you. No action in respect of Independent Legal Advice should be commenced until such time as we have advised you as to which firm has been nominated to act.

This requirement will apply even in the event that the firm nominated by a Mortgagor and/or Beneficial Owner is your firm. In such instances the Bank is agreeable to the nominated advisor advising the Bank that Independent Legal Advice has been given by returning to the Bank its standard ILA Confirmation Letter; the nominated advisor can pass the Bank's standard form of security document to you so that you can progress the taking of the legal charge over the Property.

The Bank expects you to consider whether the preceding presents your firm with a conflict of interest and that you put in place such internal Chinese walls as you deem appropriate.

32: Occupiers and Beneficial Interests:

- 32.1 You must ensure that any Occupier charges and postpones their residential occupational interest in the Property by signing and completing the Bank's standard form Deed of Postponement (the Deed).
- 32.2 If any party has a beneficial interest in the Property, you must ensure that our understanding of the beneficial ownership of the Property is as set out in our instruction letter or you must advise us in writing if this is not the case.
- 32.3 You must ensure that all parties with a beneficial interest in the Property are a party to the Charge.

- 32.4 Where the Occupier or Beneficial Owner is not one of the parties defined as The Borrower or Principal Debtor, the Bank will approach any such Occupier or Beneficial Owner for details of their nominated independent advisor and will then liaise directly with that nominated advisor. This requirement will apply even in the event that the independent advisor nominated by the Occupier or Beneficial Owner is in your firm. The Bank expects you to consider whether the preceding presents your firm with a conflict of interest and that you put in place such internal Chinese walls as you deem appropriate.
- 32.5 In the event that your firm also acts for an Occupier, the Bank will require that you return the Deed to the Bank as soon as the Bank's requirements have been complied with and completed.

33: Legal Opinion;

If the Borrower is subject to a legal jurisdiction other than that of England and Wales the Bank will require a legal opinion from external legal counsel acceptable to the Bank that covers all of our requirements as detailed in the specimen wording in Appendix 9. To the extent that the wording in Appendix 9 is not used, the legal opinion will need to be reviewed and approved by a member of the Bank's legal team.

34: Disbursements;

You must ensure that you hold on client account or will at completion have sufficient funds to enable you to pay all stamp duty and registration fees in relation to this transaction.

35: Application of Funds;

You must retain control of all funds received from us and apply them only in respect of the transaction in which you are instructed. If the purchase of the Property does not proceed to completion you should contact the office which issued your letter of instruction promptly and, if applicable, we will provide directions for returning the funds to us.

36: Approval of the Transfer Document;

- 36.1 If our Instructions relate to a transfer you are required to approve the transfer document on our behalf. Please note that we will only enter into the transfer if we have instructed you that the transfer is to take place subject to our existing charge and we are releasing one of the original mortgagors from covenants in the existing charge.
- 36.2 You must ensure that the transfer:
- a) is in the Land Registry's prescribed form;
 - b) does not contain any reservations or grants without our express approval in writing;
 - c) details the full consideration;
 - d) makes no reference to the amount secured by our Charge;
 - e) makes no statement at all that the interest has been paid to date;
 - f) details every person who is named as a Transferee as a Mortgagor in our Charge.
- 36.3 If we have agreed in writing to release one of the original chargors described as a Transferor in the transfer document the following clauses should be inserted into the transfer:
- a) The property is transferred subject to the existing Charge.
 - b) In consideration of the covenant below the Bank releases [insert details] from all obligations of [insert details] under the existing Charge and from all claims and demands arising out of the existing Charge.
 - c) The Transferee covenants with the Bank from the date of this transfer:
 - i) to pay and discharge the money and liabilities secured by the Charge; and
 - ii) to comply with the Transferor's obligations in the Charge in accordance with its terms.
- 36.4 If the Bank is to be a party to the transfer the attestation clause for the Bank is:

SIGNED AS A DEED by

Insert Name

Signature

as Attorney of BARCLAYS BANK PLC

in the presence of:-

Insert Name

Signature

36.5 If the transfer is to be subject to our existing charge the transfer must not in any way alter the terms of our existing charge unless this has been specifically agreed by us in writing.

37: Post Completion;

We require your letter of confirmation that registration of the charge is complete including registration at Companies House where appropriate. If you cannot provide this letter within one month after completion, you must write to us stating the reasons for a delay. You must provide along with the letter of confirmation, where applicable:

- the acknowledged copy of the notice to the Insurance Company;
- the last premium receipt confirming that premiums on the policy are paid to date;
- acknowledgment of notice to each prior mortgagee or a deed of priority with the prior mortgagee(s)
- in the case of a company or LLP, the Certificate of Registration at Companies House (or an overseas equivalent)
- in the case of a company or LLP registered outside of the UK, a legal opinion on the company's/ LLP's powers and the proper execution of the charge;
- where you have exempted the charge from the general right to inspect and copy, a certified copy of the executed charge form;
- for new build properties, a copy of any new home warranty;
- the original charged lease;
- the acknowledged notice(s) to Landlord, Superior Landlord and any other appropriate parties;
- a landlord's undertaking in the form set out in Appendix 5 where this is obtained in the absence of provisions in the lease allowing the Bank time to remedy a breach, or a deed of variation to that effect;
- any consent to or prior approval of the assignment of a lease to the Borrower;
- a defective title indemnity insurance policy, where required;
- for tenanted property, the original or a certified copy of each lease or licence.

For registered land, you should send to us the Official Copy of the register for the title number(s) charged. All of the pre-registration deeds should be sent directly to the Mortgagor for safekeeping.

For unregistered land you must also provide the charge form, Land Charges Registry searches along with all of the deeds and all documents of title (unless the Bank has instructed you to obtain a second or subsequent legal charge in which case we will then require that you also send the confirmation of registration of our charge from The Land Charges Department).

The title deeds **must** be held to our order. You must not create or exercise any lien over them. We require all documents are forwarded to us or held by you to our order. **Such documentation must not be passed to the Borrower or Mortgagor for safekeeping.**

38: Communication;

38.1 Where you are reporting a matter to us you should provide a concise summary of the risks and your recommendations. After reporting a matter you should await our further instructions. We recommend that you report before exchange of contracts because we may have to withdraw or change the offer to the Borrower.

You must not request drawdown until these further instructions have been received by you.

- 38.2 Our staff, who will not necessarily have any legal training, will consider your report and you must take this into account when preparing your report. You will be expected to discuss your report with our staff and make amendments to your report if necessary.
- 38.3 In some cases the information given to us or you by a Borrower may be incorrect or misleading. If you have any reason to doubt the accuracy of any information disclosed, you should obtain the Borrower's consent to report it to us; if the Borrower will not consent, you should return our instructions advising that there has been a conflict of interest and you can no longer act for us.

39: Your Records;

- 39.1 You must keep your file relating to the transaction for a minimum of 6 years from the date of our Charge. You should not part with your file or any documents or correspondence comprising the file without our consent.
- 39.2 We confirm that storage of data by microfiching or data impacting will be acceptable to us.
- 39.3 If you process personal data (as defined in the Data Protection Act 1998) on our behalf then you must ensure that you take all necessary measures to comply with provisions of the Act as those imposed upon us by the Seventh Data Principle.
- 39.4 Any documents you are required to lodge for stamping or registration must be copied and certified as a true copy of the original and the certified copy kept on your file.

40: General;

In our General and Specific Instructions the expression "the Bank" or "we" shall include persons deriving title under the Bank (being Barclays PLC and any of its subsidiaries) and any reference to any statute or section of any statute shall be deemed to include reference to any statutory modification or re-enactment for the time being in force. Any of Barclays PLC, its subsidiaries and any of their nominees, agents, delegates or receivers may, pursuant to the Contracts (Rights of Third Parties) Act 1999 or any similar applicable legislation, rely on any clause of these instructions.

You hereby consent to the disclosure of any information provided pursuant, or in relation to, these General Instructions by the Bank to Barclays PLC and any of Barclays PLC's subsidiaries (including in each case their successors in title) (together the "Beneficiaries" and each a "Beneficiary") and acknowledge that the Beneficiaries will rely on the information provided by you when making lending facilities available to the Borrower.

We confirm that the Beneficiaries may disclose such information:

- 40.1 where disclosure is requested or required by law or in respect of legal proceedings;
- 40.2 where disclosure is requested or required by any competent supervisory or regulatory body of any Beneficiary;
- 40.3 to any affiliates of any Beneficiary;
- 40.4 to any financial institution or other entity in connection with facilities made available to the Borrower against security obtained in reliance on this information; or
- 40.5 to the respective directors, officers, employees, agents and advisers of any of the Beneficiaries and of the parties listed in paragraphs (a) to (e) above.

Appendix 1

Your Ref:
Our Ref:

Dear Sir

Name of Insurance Company:

Policy Number: ("Policy")

On:

In the name of:

Property:

We hereby give you notice that the Property was charged on [insert date] to:

[Barclays Bank PLC]/[Barclays Security Trustee Limited] *[Note: From 1 April 2018, some Barclays customers will be granting security in favour of Barclays Security Trustee. Please check the security document and delete the incorrect Barclays entity as appropriate to ensure the notice is correct]*

Please ensure that we are promptly given notice of;

1. any cancellation, breach or other event that might cause the Policy to come to an end;
2. any claims made on the policy that might affect the Property;

such notice to be sent to [Barclays Bank PLC at Lending Operations, PO Box 299, Birmingham B1 3PF/
Barclays Security Trustee Limited at Business Lending Services, PO Box 16276, Birmingham B2 2XE]

Please acknowledge receipt of this notice by signing and returning the attached to [insert the name of the solicitors serving this notice on behalf of the Bank].

Yours faithfully

PLEASE RETAIN THIS COPY OF THE LETTER FOR YOUR RECORDS

AFTER COMPLETION OF THE UNDERTAKING AT THE BOTTOM OF THIS PAGE, PLEASE RETURN THIS COPY OF THE LETTER TO BARCLAYS BANK PLC

PRIVATE & CONFIDENTIAL

[insert your name and address]

Our Ref:
Your Ref:

Dear Sir

Name of Insurance Company:
Policy Number: ("Policy")
On:
In the name of:
Property

We hereby give you notice that the Property was charged on [insert date] to:

[Barclays Bank PLC]/[Barclays Security Trustee Limited] *[Note: From 1 April 2018, some Barclays customers will be granting security in favour of Barclays Security Trustee. Please check the security document and delete the incorrect Barclays entity as appropriate to ensure the notice is correct]*

Please ensure that we are promptly given notice of;

1. any cancellation, breach or other event that might cause the Policy to come to an end;
2. any claims made on the policy that might affect the Property;

such notice to be sent to **[Barclays Bank PLC at Lending Operations, PO Box 299, Birmingham B1 3PF/Barclays Security Trustee Limited at Business Lending Services, PO Box 16276, Birmingham B2 2XE]**

Please acknowledge receipt of this notice by signing and returning the attached acknowledgement to **[insert the name of the solicitors serving this notice on behalf of the Bank]**.

Yours faithfully
(no signature required on this copy)

ACKNOWLEDGEMENT

To The Manager

[Barclays Bank PLC/Barclays Security Trustee Limited]

We have noted this information.

For

SECRETARY

Date

Insurance Company
Stamp

Appendix 1A

Form of Notice to Insurer

To: *[insert name and address of the relevant insurer]*

Date: [•]

Dear Sirs,

Name of insurance company:

Policy number:

Property:

In the name of:

(the “Policy”, and any replacement and/or renewal of the same, from time to time)

1. We refer to the security we granted (the ‘Security’) dated [•] in favour of [Barclays Bank PLC/Barclays Security Trustee Limited] (the ‘Chargee’), over, amongst other things, the Property.
2. We refer to the Policy and give you notice that pursuant to the terms of the Security, we have assigned and/or charged to the Chargee by way of security all of our **present and future** rights, title, interest and benefits in to or in respect of the Policy, including the benefit of all claims and returns of premiums in respect thereto which we are or may at any time be entitled.
3. With effect from the date of receipt of this notice, we instruct you to:
 - (a) [Name the Chargee as first loss payee in respect of any claim or a series of connected claims in excess of £25,000, in respect of the Policy;
 - (b) Promptly inform the Chargee, without further approval from us, of any default in the payment of any premium or failure to renew the Policy;
 - (c) Advise the Chargee promptly of any proposed cancellation of the Policy and in any event at least 30 days before the cancellation is due to take place;]¹
 - (d) Disclose to the Chargee, without further approval from us, such information regarding the Policy as the Chargee may from time to time request.
4. Until you receive written notice to the contrary from the Chargee, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Chargee. Without limiting the foregoing, following receipt of such notice:
 - (a) all payments and claims under or arising from the Policy are to be made to the Chargee to such account (or to its order) as it may specify in writing from time to time;
 - (b) all remedies provided for in the Policy or available at law or in equity are exercisable by the Chargee; and
 - (c) all rights to compel the performance of the Policy are exercisable by the Chargee.
5. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Chargee.
6. By countersigning this letter, you confirm that:

¹ Include in respect of Corporate Property Investment Loan (PIL) or Property Development Loan (PDL) financings only. The Bank will specify in the Specific Instruction whether the relevant financing is a PIL / PDL financing.

- (a) You have not received notice of any of previous assignments of or charges over any of the rights, title and interests and benefits referred to in this notice and that you will notify the Chargee if you receive any such notice in the future;
 - (b) [No amendment or termination of the Policy shall be effective unless you have given the Chargee 30 days' written notice of it, or if it is not possible to comply with such notification to the Chargee, in accordance with the provisions of the relevant Policy, the notice will be provided to the Chargee in relation to such termination as soon as possible;²]
 - (c) You will not, without the Chargee's prior written consent, exercise any right of set-off or counterclaim or other similar right in relation to any amounts payable under or in connection with the Policy; and
 - (d) You will comply otherwise with the terms of this letter.
7. The address of the Chargee for the purposes of any communications in connection with this notice shall be [Barclays Bank PLC at Lending Operations, PO Box 299, Birmingham B1 3PF/ Barclays Security Trustee Limited at Business Lending Services, PO Box 16276, Birmingham B2 2XE].
 8. This notice and any dispute or claim arising out of, or in connection with it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.
 9. Please acknowledge safe receipt of this notice within 5 days of receipt of this notice, by signing, dating and returning the attached acknowledgement to [*insert name and address of solicitors preparing the Report on Title / Certificate of Title*], (marked for the attention of [*insert name of individual and/or position*]).

Yours faithfully

.....

[Director OR Authorised signatory]

for and on behalf of [*insert name of the Borrower*]

Acknowledged:

.....

For and on behalf of

[*Name of Insurer*]

² Include in respect of Corporate Property Investment Loans or Property Development Loan financings only. We will specify in the Specific Instruction Letter whether these provisions should be included.

Appendix 2

Your Ref:
Our Ref:

Dear Sir

NOTICE TO PRIOR MORTGAGEE

Property: [Insert Property Description]

Your loan reference(s)/account number(s): [Insert Details]

We hereby give you notice that by a deed dated [insert date], executed by [insert names] the property described above was charged to [Barclays Bank PLC/Barclays Security Trustee Limited], subject to the mortgage in your favour.

We shall be obliged if you will kindly acknowledge receipt of this notice on the form attached and confirm to us:

- 1) The amount currently outstanding under your mortgage.
- 2) Whether you have received notice of any other encumbrance.
- 3) Are you under obligation to make further advances (if yes, please state the possible commitment)?

Yours faithfully

ACKNOWLEDGEMENT OF NOTICE TO PRIOR MORTGAGEE

Property: [Insert Property Description]

Our loan reference(s)/account number(s): [Insert Details]

We acknowledge receipt that by a deed dated [insert date] and executed by [insert names] the property described above was charged to **[Barclays Bank PLC/Barclays Security Trustee Limited]**, subject to the mortgage in our favour.

The amount outstanding under the mortgage is

*We **have not** received notice of any other encumbrance

*We **have** received notice of the following encumbrance(s)

Are you under obligation to make further advances *YES/NO

If yes, please state the possible commitment

***Delete as appropriate**

For

Manager

Date

Appendix 3

At a Board Meeting of [Insert Company Name],
(Company Registered Number [Insert Number]),
held on the[insert date].....

IT WAS RESOLVED

1. THAT (after full and careful consideration of the terms of the Legal Charge detailed below, the nature and scale of the liabilities to be secured thereby and of the commercial and financial consequences direct and indirect of the execution of such Legal Charge so far as they affect the Company) it is in the best interests of and to the advantage and further benefit of the Company to execute in favour of [Barclays Bank PLC/Barclays Security Trustee Limited] a Legal Charge over the property known as [insert property description] to secure the liabilities of [insert name of Borrower].
2. THAT such Legal Charge, being in the form currently required by [Barclays Bank PLC/Barclays Security Trustee Limited], be approved.
3. THAT the Company should execute the Legal Charge by affixing its common seal in the presence of one director and the company secretary who are hereby authorised to affix and attest the seal or, acting by two directors or one director and the company secretary, sign the Legal Charge as a deed.

Certified to be a true extract from the minutes of the Meeting of the Board held on the date aforesaid.

Chairman of the Meeting

Secretary of the Meeting

Appendix 4

[insert transferor company name]

AUDITORS CERTIFICATE OF SOLVENCY

TO: **[Barclays Bank PLC/Barclays Security Trustee Limited]** ("the Bank")

This certificate is given in connection with the contract dated [insert date] between [insert the transferor company name] ("the Company") and [insert transferee's name] ("the Transferee") ("the Contract") for the sale by the Company to the Transferee of the [freehold/leasehold*] property known as [insert property description] ("the Property") which is to be completed today ("the transaction"). This report is given in consideration of the provision of facilities *[in reliance on the Property] [to assist with the acquisition of the Property] and the purpose of this report is to assist the Bank in considering whether the transaction may be subject to an order under section 238 of the Insolvency Act 1986 ("the Act") as a transaction at an undervalue, or otherwise liable to be set aside or avoided by reason of it being at an undervalue.

We confirm that:

1. The Company was not unable to pay its debts within the meaning of section 123 of the Act immediately before the Contract was entered into and will not be unable to pay its debts immediately before the transfer of the Property pursuant to the Contract is completed, and
2. The Company did not become unable to pay its debts within the meaning of section 123 of the Act in consequence of entering into the Contract and will not become unable to pay its debts within the meaning of section 123 of the Act in consequence of completing the transfer of the Property pursuant to the Contract.

We hereby consent to the disclosure of this certificate by the Bank to Barclays PLC and any of Barclays PLC's subsidiaries (including in each case their successors in title) (together the "Beneficiaries" and each a "Beneficiary") and acknowledge that the Beneficiaries will rely on the information provided by us in this certificate when making lending facilities available to the Transferee.

We confirm that the Bank and/or Beneficiaries may disclose this certificate:

- (a) where disclosure is requested or required by law or in respect of legal proceedings;
- (b) where disclosure is requested or required by any competent supervisory or regulatory body of the Bank and/or any Beneficiary;
- (c) to any affiliates of the Bank and/ or any Beneficiary;
- (d) to any actual or potential transferee or assignee; and/ or
- (e) to the respective directors, officers, employees, agents and advisers of any of the Beneficiaries and of the parties listed in paragraphs (a) to (d) above.

Signed
(Company Auditors)

Dated

* delete as applicable

Appendix 5

Case Ref:

To: **[Barclays Bank PLC/Barclays Security Trustee Limited]**
PO Box 299
Birmingham
B1 3PF

Dear Sirs

[Insert Property Description] ("The Premises")

[Insert Name(s)] ("The Tenant")

We confirm that we are in receipt of notice of charge in your favour by the Tenant over *his/her/their leasehold interest in the Premises ("The Lease"), to which we consent (if our consent is required).

We agree that, whilst your Charge is subsisting, we will not re-enter the Premises, or any part thereof, or otherwise forfeit or attempt to forfeit the Lease, until after the expiration of 28 days from the date of service upon you, at the address noted above, of our intention in that respect, and at the same time specifying the nature of the particular breach of covenant(s) of the Lease.

Yours faithfully

For and on behalf of the Freeholder/Lessor*

Date

*delete as appropriate

Appendix 6

Your Ref:
Our Ref:

Dear Sirs

NOTICE TO LESSOR

Property: [Insert Property Description]

Original Lease Dated: [Insert Date]

We hereby give you notice that by a deed dated [insert date] and executed by [insert names] the above property was charged to **[Barclays Bank PLC/Barclays Security Trustee Limited]**.

Please acknowledge receipt on the form attached. We would also welcome details of:

1. The amount of ground rent payable and dates due.
2. Whether payments are up to date.

Yours faithfully

Our Ref:
Your Ref:

Date:

Dear Sirs

ACKNOWLEDGEMENT OF NOTICE

Property: [Insert Property Description]

Original Lease Dated: [Insert Date]

We hereby acknowledge that by a deed dated [insert date] and executed by [insert names] the above property was charged to **[Barclays Bank PLC/Barclays Security Trustee Limited]**.

Ground rent
amounting to £

is payable
every

months, the due dates
being:

*Payments **have** been made up to date:

*The following payments are outstanding:

- The amount **overdue** is £

- We **are/are not taking** any action.

*Please **delete/complete** as appropriate

Yours faithfully

Print Name

Appendix 7

- [].1 The Mortgagor so as to bind the whole and every part of the Mortgagor's land adjoining the Mortgaged Property (hereinafter called "the Uncharged Land") covenants with [Barclays Bank PLC/Barclays Security Trustee Limited] (the "Bank") for the benefit of the whole and every part of the Mortgaged Property that the Mortgagor will not make any objection whether to the Land Registry or otherwise following a disposal of all or part of the Mortgaged Property by the Bank or the Receiver to the entry on the Mortgagor's Register of Title to the Uncharged Land of easements benefiting the Mortgaged Property over the Uncharged Land in the terms of the easements contained in the Second Schedule hereto.
- [].2 The Mortgagor covenants with the Bank that it will not dispose of all or any part of the Uncharged Land without (in the case of a transfer or lease of the whole or any part of the Uncharged Land) reserving for the benefit of the Mortgaged Property easements over the Uncharged Land in the terms of the easements contained in the Second Schedule hereto or (in the case of any other disposal) first procuring that the disponee covenants directly with the Bank in the terms of this clause [] and (if title to the Uncharged Land is registered at H M Land Registry) the Mortgagor and the Bank hereby apply to the Chief Land Registrar for the appropriate following restriction to be entered on the Register of Title of the Uncharged Land:

Where the Bank's charge is over part of a title

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [INSERT DATE] in favour of [Barclays Bank PLC/Barclays Security Trustee Limited] referred to in the charges register"

Where rights are required over a separate title

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by [Barclays Bank PLC/Barclays Security Trustee Limited] of P.O. Box 299 Birmingham B1 3PF."

Provided that the Bank hereby confirms that the Bank will within ten working days of receipt of a written request for such consent provide such consent if either the easements contained in the Second Schedule shall have been properly reserved or the disponee shall have entered into a Deed of Covenant with the Bank containing a covenant substantially in the terms of this clause [] together with an application to the Chief Land Registrar for a restriction to be entered upon the Register of Title of the land being acquired by the disponee in the same terms set out above.

- [].1 The Bank covenants with the Mortgagor that it will not dispose of all or any part of the Mortgaged Property without (in the case of a transfer or lease of the whole or any part of the Mortgaged Property) reserving for the benefit of the Uncharged Land easements over the Mortgaged Property in the terms of the easements contained in the Second Schedule hereto and (if title to the Mortgaged Property is registered at H M Land Registry) the Bank and the Mortgagor hereby apply to the Chief Land Registrar for the appropriate following restriction to be entered on the Register of Title of the Mortgaged Property:

Where the Bank's charge is over part of a title

"No disposition of the registered estate by the proprietor of the registered charge dated [INSERT DATE] referred to above is to be registered without a certificate signed by a conveyancer that the provisions of Clause [] of the charge dated [INSERT DATE] have been complied with or that they do not apply to the disposition."

Where the Mortgagor requires rights over the charged land

"No disposition of the registered estate by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the estate registered under title number [INSERT TITLE NUMBER OF UNCHARGED LAND] or without a certificate signed by a conveyancer that the

provisions of Clause [] of the charge dated [INSERT DATE] have been complied with or that they do not apply to the disposition”

Appendix 8

MR01 instructions to Solicitors for the registration of charges for Barclays Bank PLC or Barclays Security Trustee Limited

Charge Form type:		
Company acting as:	Mortgagor	Trustee
1. Company Details	-	-
2. What is the date of the creation of the charge?	DAY MONTH YEAR	DAY MONTH YEAR
3. What is the name of the person entitled to the charge?	[Barclays Bank PLC/Barclays Security Trustee Limited]	[Barclays Bank PLC/Barclays Security Trustee Limited]
4. Please give a short description of any land, ships, aircraft or intellectual property subject to this fixed charge or fixed security	Freehold property at 102 High Street, Somewhere, SW1 1AB Title No SW9876543 [and other properties listed in the schedule to the charge]	Freehold property at 102 High Street, Somewhere, SW1 1AB Title No SW9876543 [and other properties listed in the schedule to the charge]
5. Does the deed include a fixed charge or fixed security over any property not listed above? (Do not include land, ships, aircraft or intellectual property.) *	[Yes, the deed contains a fixed charge over some other property or undertaking] [No, the deed does not contain a fixed charge over any other property or undertaking]	[Yes, the deed contains a fixed charge over some other property or undertaking] [No, the deed does not contain a fixed charge over any other property or undertaking]
6. Is there a floating charge? **	[Yes, the document contains a floating charge.] [No, there is no floating charge.]	[Yes, the document contains a floating charge.] [No, there is no floating charge.]
7. Does the charge prohibit or restrict the creation of another charge or vary the ranking of the charge in any way?	Yes, the charge prohibits or restricts the creation of another charge	Yes, the charge prohibits or restricts the creation of another charge
8. Is the company acting as a trustee for the property? ***	No, the company is not acting as a trustee for the property	Yes, the company is acting as a trustee for the property
9. Has any part of the deed been redacted?****	Yes, part of the deed has been redacted	Yes, part of the deed has been redacted

* The standard document contains a charge over the goodwill of the business (if applicable) as detailed under Clause 2 – Security and this will generally be included unless otherwise agreed, then [Yes, the deed contains a fixed charge over some other property or undertaking].

** The Barclays debenture will always contain a floating charge.

*** If the company is acting as a trustee, it will include on the cover page of the document the name of the company 'acting in their capacity as trustees of' and then [Yes, the company is acting as a trustee for the property] should be selected.

**** **Redaction Policy:** we always redact at least the signatures, home addresses and bank account number (if included in a limitation clause for example).

When submitting a paper registration, please ensure that you add a confirmation on the charge form as follows:

Certified a true copy of the original save for redaction pursuant to Section 859G of the Companies Act 2006.

You must include the certificate of registration at Companies House when presenting the legal charge for registration at the Land Registry.

Appendix 9

FIRST PARTY BORROWING

English law Facility Agreement and English Law Legal Charge

Headed Paper of Local Counsel

To [Barclays Bank PLC/Barclays Security Trustee Limited]
1 Churchill Place
London
E14 5HP
United Kingdom
("the Bank")

Dear Sirs

1. We act as Legal Counsel to (the Company") and we are qualified to give you this opinion under the laws of . We confirm that this opinion may be relied upon by Barclays PLC and any of its subsidiaries.
2. We have examined:
 - (i) a Legal Charge over (the Legal Charge") to be given by the Company in favour of yourselves;
 - (ii) a Facility Letter to be given by the Company to you; and
 - (iii) copies of the constitutive documents of the Company,together the "Opinion Documents".
3. Having considered the Opinion Documents and having regard to all applicable laws of , we are pleased to advise that in our opinion:
 - (i) The Company is a [limited liability company] and was duly incorporated and is validly existing under the laws of .
 - (ii) The Company has the capacity to sue and be sued in its own name.
 - (iii) To the best of our knowledge and having made all reasonable enquiry, no steps have been or are being taken in respect of the bankruptcy, administration, liquidation, dissolution or winding-up of the Company or for the appointment of a receiver, liquidator, administrator or similar officer in respect the Company.
 - (iv) The Company has the necessary power and authority to enter into, deliver and perform its obligations under the Legal Charge and the Facility Letter and has taken all necessary corporate and other action (including consents of stockholders or governmental or other regulatory authorities) in to authorise the entry into, delivery and performance of its obligations under the Legal Charge and Facility Letter.
 - (v) The Company will not breach (a) the terms of its constitutive documents (b) any of the laws or regulations in applicable to the Company nor (c) any other agreement binding on the Company that we have reviewed, by having entered into or performing its obligations under the Legal Charge and the Facility Letter.
 - (vi) It is not necessary or advisable under the laws of in order to ensure the validity, enforceability and priority of the obligations of the Company that (a) the Legal Charge or Facility Letter be filed, registered, recorded or notarised in any public office or elsewhere, that any tax or duty be paid or that any other action whatsoever be taken or (b) that you should be licensed,

qualified or otherwise entitled to carry on business in _____ and you are not deemed to be resident, domiciled or carrying on business in _____ by reason only of the execution, delivery, performance or enforcement of the Legal Charge or Facility Letter.

- (vii) The Legal Charge and the Facility Letter have been properly signed and delivered on behalf of the Company and the manner of execution used is effective according to the laws of _____.
 - (viii) There are no registration, stamp or other taxes or duties of any kind payable in _____ in connection with the signature, performance or enforcement by legal proceedings of the Legal Charge or the Facility Letter.
 - (ix) The obligations of the Company under the Legal Charge and the Facility Letter, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid and legally binding on and enforceable against the Company under the laws of _____ and in the courts of _____.
 - (x) The choice of English law to govern the Legal Charge and the Facility Letter will be upheld as a valid choice of law in any action in the Courts of _____.
 - (xi) Any judgement for a definite sum given by the High Court of Justice in England against the Company would be recognised and accepted by the _____ courts without re-trial or examination of the merits of the case.
4. In considering the Opinion Documents we have with your consent and without any further enquiry assumed:
- (i) the genuineness of all signatures on, and the authenticity and completeness of, all documents submitted to us whether as originals or copies;
 - (ii) the conformity to originals of all documents supplied to us as copies;
 - (iii) the Opinion Documents have been duly authorised, executed and delivered by all parties other than the Company; and
 - (iv) the Opinion Documents which are governed by English law are valid, binding and enforceable under the laws of England and Wales.
5. The opinion relates to the laws of _____ as at the date hereof. We express no legal opinion based upon any law other than the laws of _____. We have made no investigations of any other law which may be relevant to the documents submitted to us or this opinion.
6. We hereby consent to the disclosure of this opinion by the Bank to Barclays PLC and any of Barclays PLC's subsidiaries (including in each case their successors in title) (together the "Beneficiaries" and each a "Beneficiary") and acknowledge that the Beneficiaries may rely on this opinion when making lending facilities available to the Company.
7. We confirm that the Bank and the Beneficiaries may disclose this opinion (without reliance):
- (a) where disclosure is requested or required by law or in respect of legal proceedings;
 - (b) where disclosure is requested or required by any competent supervisory or regulatory body of the Bank and/ or any Beneficiary;
 - (c) to any affiliates of the Bank and/ or any Beneficiary;
 - (d) to any actual or potential transferee or assignee; and/ or
 - (e) to the respective directors, officers, employees, agents and advisers of the Bank and/or any of the Beneficiaries and of the parties listed in paragraphs (a) to (d) above.
8. We accept no liability in respect of this opinion to any other person.

Yours faithfully,

THIRD PARTY BORROWING

English law Facility Agreement and English Law Legal Charge

Headed Paper of Local Counsel

To [Barclays Bank PLC/Barclays Security Trustee Limited]
1 Churchill Place
London
E14 5HP
United Kingdom
("the Bank")

Dear Sirs

1. We act as Legal Counsel to ("the Company") and are qualified to give you this opinion under the laws of . We confirm that this opinion may be relied upon by Barclays PLC and any of its subsidiaries.
2. We have examined:
 - (i) a Legal Charge over ("the Legal Charge") to be given by the company in favour of yourselves for the liabilities of ;
 - (ii) a guarantee to be given by the Company in favour of yourselves for the liabilities of ;
 - (iii) copies of the constitutive documents of the Company,
together the "Opinion Documents".
3. Having considered Opinion Documents and having regard to all applicable laws of , we are pleased to advise that in our opinion:
 - (i) The Company is a [limited liability company] and was duly incorporated and is validly existing under the laws of .
 - (ii) The Company has the capacity to sue and be sued in its own name.
 - (iii) To the best of our knowledge and having made all reasonable enquiry, no steps have been or are being taken in respect of the bankruptcy, administration, liquidation, dissolution or winding-up of the Company or for the appointment of a receiver, liquidator, administrator or similar officer in respect the Company.
 - (iv) The Company has the necessary power and authority to enter into, deliver and perform its obligations under the Legal Charge and has taken all necessary corporate and other action (including consents of stockholders or governmental or other regulatory authorities) in to authorise the entry into, delivery and performance of its obligations under the Legal Charge.
 - (v) The Company will not breach (a) the terms of its constitutive documents (b) any of the laws or regulations in applicable to the Company nor (c) any other agreement binding on the Company that we have reviewed, by having entered into or performing its obligations under the Legal Charge.
 - (vi) It is not necessary or advisable under the laws of in order to ensure the validity, enforceability and priority of the obligations of the Company that (a) the Legal Charge be filed, registered, recorded or notarised in any public office or elsewhere, that any tax or duty be paid or that any other action whatsoever be taken or (b) that you should be licensed, qualified or otherwise entitled to carry on business in and you are not deemed to be resident,

domiciled or carrying on business in by reason only of the execution, delivery, performance or enforcement of the Legal Charge.

- (vii) The Legal Charge has been properly signed and delivered on behalf of the Company and the manner of execution used is effective according to the laws of .
 - (xii) There are no registration, stamp or other taxes or duties of any kind payable in in connection with the signature, performance or enforcement by legal proceedings of the Legal Charge.
 - (xiii) The obligations of the Company under the Legal Charge, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid and legally binding on and enforceable against the Company under the laws of and in the courts of .
 - (xiv) The choice of English law to govern the Legal Charge will be upheld as a valid choice of law in any action in the Courts of .
 - (viii) Any judgement for a definite sum given by the High Court of Justice in England against the Company would be recognised and accepted by the courts without re-trial or examination of the merits of the case.
4. In considering the Opinion Documents we have with your consent and without any further enquiry assumed:
- (i) the genuineness of all signatures on, and the authenticity and completeness of, all documents submitted to us whether as originals or copies;
 - (ii) the conformity to originals of all documents supplied to us as copies;
 - (iii) the Opinion Documents have been duly authorised, executed and delivered by all parties other than the Company and
 - (iv) the Opinion Documents which are governed by English law are valid, binding and enforceable under the laws of England and Wales.
5. The opinion relates to the laws of as at the date hereof. We express no legal opinion based upon any law other than the laws of . We have made no investigations of any other law which may be relevant to the documents submitted to us or this opinion.
6. We hereby consent to the disclosure of this opinion by the Bank to Barclays PLC and any of Barclays PLC's subsidiaries (including in each case their successors in title) (together the "Beneficiaries" and each a "Beneficiary") and acknowledge that the Beneficiaries may rely on this opinion when making lending facilities available to the Company.
7. We confirm that the Bank and the Beneficiaries may disclose this opinion (without reliance):
- (a) where disclosure is requested or required by law or in respect of legal proceedings;
 - (b) where disclosure is requested or required by any competent supervisory or regulatory body of the Bank and/ or any Beneficiary;
 - (c) to any affiliates of the Bank and/ or any Beneficiary;
 - (d) to any actual or potential transferee or assignee; and/ or
 - (e) to the respective directors, officers, employees, agents and advisers of the Bank and/or any of the Beneficiaries and of the parties listed in paragraphs (a) to (d) above.
8. We accept no liability in respect of this opinion to any other person.

Yours faithfully,

Appendix 10

WE UNDERTAKE;

- a. To obtain in the form required by you, and if you are advancing funds to do so prior to use of the advance, the execution of a Charge and any guarantee and other collateral security required by you as appropriate ("the Security Documents") by the persons in whom the legal estate is vested and others as specified by you and whose identities have been checked in accordance with your instructions, and to obtain their signatures to your forms of undertaking if required by your instructions, to ask the Mortgagor for confirmation that the information about occupants and tenants given in your instructions is correct and to ensure where instructed by you existing or prospective occupier(s) of the Property specified by you enter into the Charge over the Property.
- b. To make such Bankruptcy, Land Registry or Land Charges Searches and searches at Companies House as may be necessary to justify the statement made above.
- c. That we will within the period of protection afforded by the searches;
 - i. complete the Security Documents;
 - ii. arrange for all necessary Stamp Duty Land Tax to be paid;
 - iii. deliver to the Land Registry the documents necessary to register the Security Documents as appropriate in your favour and any relevant prior dealings;
 - iv. effect any other registrations necessary to protect your interests as mortgagee or otherwise under the Security Documents including registration at Companies House within the statutory 21 day timescale if the Mortgagor is a Company or registration with the Registrar of Friendly Societies within 14 days if the Mortgagor is a Friendly Society;
- d. That we will deliver to you the counterpart lease(s) (where applicable) and all relevant deeds and documents relating to the Property or the Security Documents with a list of them within ten working days of their being available to us or as specifically instructed by you.
- e. That we will apply all monies received from you towards the purchase of the Property or in accordance with your instructions and will not part with the advance (and will return it to you if required) if it shall come to our notice prior to completion that the Property will at completion be occupied in whole or in part otherwise than in accordance with your instructions (details of leases/licences/tenancies will be given in Part 8 of the Schedule); If monies are to be returned to you, we shall contact the office which issued your letter of instruction for directions on the account to be credited.
- f. That we will not accept instructions, except with your consent in writing, to prepare any lease or tenancy agreement relating to the Property or any part of it.
- g. That we will not use the advance until satisfied that any existing mortgage on a property the subject of an associated sale of which we are aware will be discharged prior to or contemporaneously with the transfer of the Property to the Mortgagor.
- h. That we will notify you in writing if any matter comes to our attention before completion which would render the statements made in this report and undertaking untrue or inaccurate and, in those circumstances, will defer completion pending your authority to proceed and will return the advance to you if required;

- i. That we have complied with (or will comply with) your Instructions (as defined in the General Instructions to Solicitors and Licenced Conveyancers) in all respects.