



# Lloyds TSB

Lloyds TSB Bank plc  
Glasgow Securities Centre  
PO Box 26881  
GLASGOW G3 9AZ

DX GW132

Tel : 0845 833 8481  
Fax : 0845 833 8482

Our Ref: 0001013628-1-G-G  
Your Ref: Mr Tony Bayagbona

28/01/2010

Mr Tony Bayagbona  
Gillian Fazan & co  
DX81404 Kingsbridge

Dear Mr Tony Bayagbona

**Customer:** Goldservice Contract Cleaning Ltd  
**Property:** 8 Rosehill Road , Biggin Hill, Kent, TN16 3NF, GB

As you may already know, as part of arrangements between your client and the Bank, your client has agreed to give the Bank a Legal Charge over the Property. We are using our Certificate of Title Security Process for this matter.

#### The Certificate of Title

We are enclosing the Certificate of Title which details the process. Please carefully read the Certificate of Title then:

- (a) complete the Certificate of Title following the notes in the Certificate;
- (b) complete any extra Certificates enclosed (and if you need to complete more than one copy of a Certificate, please duplicate the blank Certificate as necessary); and
- (c) send the completed Certificate(s) to us in the enclosed reply envelope as soon as you can.

#### The Certificate of Title Notes

The notes in the Certificate of Title are important and you will help us and your client if you follow them. For example, please don't send us any documents unless we ask for them; we will simply send them back to you without looking at them.

#### The Legal Charge

As the Certificate of Title explains, we will only send you the Legal Charge after we have the completed Certificate(s). So, the earlier we receive the completed Certificate(s), the earlier we can send you the Legal Charge.

#### Contact Details

Please contact us by phone, fax or write if you prefer. However you get in touch please always quote our reference.

We look forward to hearing from you with the completed Certificate(s).

Yours sincerely

Lloyds TSB Bank plc  
Glasgow Securities Centre

## A note for solicitors

### ► The Process Outline

1. We have sent you a Certificate of Title (and, possibly, additional Certificates.)
2. After you send the Certificate of Title back we will send you the Legal Charge.
3. When you have the Legal Charge executed, fax us a certified copy to 0845 833 8482.
4. We will then check and, assuming there are no outstanding issues, confirm the position to the Relationship Manager / Business Development Manager. He or she will deal with release of funds.

**Important:** The quicker you send us the completed Certificate of Title (and any additional Certificates), the quicker we will send you the Legal Charge for signing. Our internal service level target is to send you the Legal Charge within two working days of receiving the completed Certificate of Title and we aim to beat that standard in most cases.

### ► Three Important Reminders

1. We will not be using the Certificate of Title for every security. In some legal charge cases, you may still be instructed to act for the Bank using our Report on Title. So, please make sure you follow the correct process for each security you are involved with.
2. Please do read the guidance notes on the Certificate of Title.
3. You should try to avoid making any disclosures or qualifications to the Certificate of Title as these will inevitably take time to deal with. However, if you do need to make disclosures, please limit them to material matters affecting the validity or marketability of the Bank's security.

**Note:** although we will send you reminders, we will assume you will return the Certificate of Title (and any additional Certificates) when you are able to do so. Our internal service level target is to send you a limited number of automated reminders at set intervals. Other reminders may be sent at our discretion.

# **Lloyds TSB Certificate of Title**



Lloyds TSB

## Lloyds TSB Certificate of Title

### Please Read First

This Certificate of Title is part of our Certificate of Title Security Process. Please complete it following the notes and send it to us as soon as you can. (Please do the same with any Supplementary Certificates included.) After that the process is:

**Legal Charge** We will then send you the legal charge. We will only send it to you after we have the completed Certificate of Title. The quicker you return the Certificate of Title, the earlier we will send you the legal charge.

**Signing the Legal Charge** You should arrange for the legal charge to be signed as quickly as possible.

**Sending a Certified Copy** As soon as the legal charge is signed, send us a certified copy. Please do not delay or wait for completion before doing this; the earlier we have the certified copy, the better.

**Reporting to the Business Manager** We will send a report to the Business Manager. If he is satisfied, he will make arrangements to release the loan or make the facilities available as appropriate.

#### Please note the following:

- ▶ Unless we ask for them, do not send us documents like searches, consents, title deeds and so on. We will send unasked for documents back to you without examining them.
- ▶ If you have queries about the release of the loan or facilities, contact the Business Manager.
- ▶ The CML Lenders' Handbook does not apply.
- ▶ There are Guidance notes at the end of this Certificate.

### Step One

In this Certificate of Title please correct anything that is wrong, complete any missing information and (following the notes) answer the questions. Then go to Step Two. There are **Definitions** near the end, above the signature box which is Step Three.

If you cannot complete this Certificate of Title please tell us, in writing, as soon as possible. We may want our lawyers to examine the title. However, if we do, the costs will be greater and it will take longer.

#### The Bank

This Certificate of Title is for Lloyds TSB Bank plc, a company incorporated under the Companies Acts (number 00002065) and having its registered office at 25 Gresham Street, London EC2V 7HN.

#### Rule 3.19

The Bank confirms this Certificate of Title is not intended to go beyond the limitations in rule 3.19 of the Solicitors' Code of Conduct 2007 and the Bank undertakes not to enforce this Certificate of Title beyond the limitations of Rule 3.19.

#### 1. The Property over which the Bank expects a Legal Charge to be granted is:

8 Rosehill Road , Biggin Hill, Kent, TN16 3NF

#### 2. What does the legal title to the Property show the full address (including the postcode) as?

→ Please answer this question, even if the answer is the same as for question 1.

#### 3. The Borrower is:

Goldservice Contract Cleaning Ltd (Company Number: 05732395 ) whose registered office is at The Orchard , Greenway, Tatsfield, GB

#### 4. Who will own the Property on Completion? ("the Owner")

→ If the answer to this question is "the Borrower", put "the Borrower" in the space below for the answer; then ignore question 5 and go to question 6. Otherwise, please give the Owner's full name and address. For a company give the company number and registered office

#### 5. What is the relationship between (a) the Borrower and (b) the Owner?

→ From this point on, a reference to the Borrower includes the Owner



## Lloyds TSB Certificate of Title - Step One Continued

<b>6. Is the Borrower buying the Property?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
→ If the answer to question 6 is No, ignore questions 6.1-6.3 and go to question 7.		
<b>6.1</b> What is the net price being paid for the Property?	<input type="text"/>	
<b>6.2</b> Does the purchase appear to be at arm's-length?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
→ If the answer to question 6.2 is No, please give details on a separate sheet and tick the box to confirm you have done this.		
	Details <input type="checkbox"/>	
<b>6.3</b> So far as you are aware, is the Borrower providing the balance of the purchase price from their own funds?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
→ If the answer to question 6.3 is No, please give details on a separate sheet and tick the box to confirm you have done this.		
	Details <input type="checkbox"/>	
<b>7. Is the Bank receiving a 1<sup>st</sup> charge over the Property?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
→ If the answer to question 7 is Yes, ignore questions 7.1-7.4 and go to question 8.		
→ If on Completion there will be one prior chargeholder, answer questions 7.1-7.4.		
→ If on Completion there will be more than one prior chargeholder (a) answer questions 7.1-7.4 for the first prior chargeholder; and (b) put the answer to questions 7.1-7.4 for each other prior chargeholder on a separate sheet and tick the Details box to confirm you have done this.		
	Details <input type="checkbox"/>	
<b>7.1</b> What is the name of the prior chargeholder?	Name <input type="text"/>	
<b>7.2</b> What is the date of the prior charge?	Date <input type="text"/>	
<b>7.3</b> What is the amount outstanding to the prior chargeholder? <sup>[1]</sup>	Amount <input type="text"/>	
<b>7.4</b> Is the prior chargeholder obliged to make further advances? <sup>[1]</sup>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<sup>[1]</sup> Don't delay returning the Certificate of Title because you don't have the answer to either question 7.3 or 7.4. Instead, leave the answer blank and we will send you a separate Prior Chargeholder confirmation.		
<b>8. So far as you are aware, does the Borrower intend to grant a charge to rank after the Bank's Legal Charge over the Property?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
→ If the answer to question 8 is Yes, please give these details - (a) the chargeholder's name and (b) the amount secured - on a separate sheet and tick the box to confirm you have done this		
	Details <input type="checkbox"/>	
<b>9. Is the title to the Property registered?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
→ If the answer to question 9 is Yes, please answer question 9.1 then go to question 10.		
→ If the answer to question 9 is No, please answer question 9.2 then go to question 10.		
<b>9.1</b> If the title to the Property is registered, what is the title number?	<input type="text"/>	
<b>9.2</b> If the title to the property is unregistered, attach a full legal definition ("FLD") and, if appropriate, a plan. Tick the boxes to confirm this.	FLD <input type="checkbox"/>	Plan <input type="checkbox"/>
<b>10. Is the title to the Property leasehold?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
→ If the answer to question 10 is No, ignore questions 10.1-10.3 and go to question 11.		
<b>10.1</b> Has the Landlord given consent under the lease to the granting of the charge to the Bank? <sup>[2]</sup>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Not Required <input type="checkbox"/>	
<b>10.2</b> If the Borrower is buying the Property, has the Landlord given consent under the lease to the assignment? <sup>[2]</sup>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Not a Purchase <input type="checkbox"/>	Not Required <input type="checkbox"/>
<sup>[2]</sup> Don't delay returning the Certificate of Title because you don't yet have the Landlord's consent (10.1 and 10.2). If you answer No to either of these questions we will send you a separate Landlord's Consent confirmation.		

## Lloyds TSB Certificate of Title - Step One Continued

**10.3** Please give the following details for the lease:

Rent per Year

Lease Start Date

Term Length

*The Bank will send you a valuation report. Question 11 is only about (a) the description of the Property and (b) the plan in that report (together "the Property Description") and any obvious material discrepancy with the legal title to the Property. Do not delay sending back the Certificate of Title because you are waiting for the valuation report; simply tick the Not Received box and we will send you a separate valuation confirmation.*

**11.** Is there any obvious material discrepancy between the Property Description and the Property title?

Not Received ☐

Yes ☐

No ☐

→ If the answer to question 11 is Yes, please give details on a separate sheet and tick the box to confirm you have done this.



Details ☐

**12.** So far as you are aware, what is the current use of the Property?

**13.** So far as you are aware, what does the Borrower intend to use the Property for?

**14.** So far as you are aware, does there need to be any authorisation, consent or licence for the intended use of the Property?

Yes ☐

No ☐

→ If the answer to question 14 is Yes, complete the Supplementary Licence Certificate and tick the box to confirm you have done this. Ask us for one if you don't have a Supplementary Licence Certificate. Don't delay returning the Certificate of Title if you don't yet have the Licence information but send us the Supplementary Licence Certificate as soon as you can.



S L Certificate ☐

**15.** So far as you are aware, at Completion will there be a lease of the Property (or any part of it) to a third party?

Yes ☐

No ☐

→ If the answer to question 15 is No, ignore questions 15.1-15.5 and go to question 16.

**15.1** Is the lease an Assured Shorthold Tenancy under the Housing Acts 1988 & 1996 made on or after 28 February 1997?

Yes ☐

No ☐

**15.2** Is the lease an Assured Shorthold Tenancy under the Housing Act 1988 made before 28 February 1997 before which the landlord gave the necessary notice (under the Housing Act 1996)?

Yes ☐

No ☐

**15.3** If the answer to question 15.1 or 15.2 is Yes, is the lease term longer than 12 months?

N/A ☐

Yes ☐

No ☐

→ If the answer to question 15.1 or 15.2 is Yes, please attach the following details for each lease: (1) property (e.g. flat number), (2) start date, (3) term, (4) starting rent, (5) current rent, (6) a summary of the rent review, and (7) tenant's full name; and tick the box to confirm you have done this.

Details ☐

**15.4** If the answer to questions 15.1 and 15.2 is No, is the lease a residential tenancy different from the types mentioned in these questions?

N/A ☐

Yes ☐

No ☐

→ If you answer Yes to question 15.4 we will send you a Residential Lease Certificate.

**15.5** If the answer to questions 15.1 and 15.2 is No, is the lease a commercial lease?

N/A ☐

Yes ☐

No ☐

→ If it is a commercial lease we will send you a Commercial Lease Certificate.

**16.** So far as you are aware, is the Property being developed now?

Yes ☐

No ☐

**17.** So far as you are aware, is it intended to develop the Property after Completion?

Yes ☐

No ☐

→ If the answer to questions 16 and 17 is No, ignore questions 18-20 and go to question 21.1. Otherwise, please answer questions 18-20.



## Lloyds TSB Certificate of Title - Step One Continued

<b>18.</b>	<b>Have all the required agreements and consents for development been obtained?</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>19.</b>	<b>Do the required agreements and consents for development have any conditions which are unduly onerous, or materially adversely affect the Property, or delay or obstruct the development, or materially adversely affect the proposed use after the development is completed?</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>20.</b>	<b>Is the development for residential use?</b> → If the answer to question 20 is No, ignore questions 20.1-20.2 and go to question 21.1.	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>20.1</b>	Is the Borrower registered with the NHBC, Zurich Municipal, Premier Guarantee or Building Life Plans indemnity schemes?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>20.2</b>	Will purchasers receive a valid new home warranty cover of a type listed in question 20.1?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>21.</b>	<b>Does the Bank need insurance details?</b> → If the answer to question 21 is No, ignore question 21.1 and go to question 22.	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input checked="" type="checkbox"/>
<b>21.1</b>	Please give the following details for the Insurance which exists for the Property <sup>[3]</sup> :		
	<b>Name of Insurer</b>	<input type="text"/>	<b>Policy No</b> <input type="text"/>
	<b>Reinstatement Value</b>	<input type="text"/>	<b>Renewal Date</b> <input type="text"/>
<small>[3] Don't delay returning the Certificate of Title because you don't yet have the insurance details. If we need these details and you leave the section blank we will send you a separate Insurance confirmation.</small>			
<b>22.</b>	<b>Please give the following details of your bank account and about Completion:</b>		
	<b>Bank Name</b>	<input type="text"/>	<b>Account No</b> <input type="text"/>
	<b>Bank Address</b>	<input type="text"/>	<b>Sort Code</b> <input type="text"/>
	<b>Anticipated Completion Date</b>	<input type="text"/>	<b>Amount needed for Completion</b> <input type="text"/>

## Step Two

This part of the Certificate of Title includes acknowledgements, confirmations and undertakings by the Borrower's Solicitor ("you") to the Bank. Please read them carefully, remembering the defined terms at the end, then go to Step Three.

<b>23.</b>	<b>You acknowledge</b>
<b>23.1</b>	the Bank has not instructed you in this matter;
<b>23.2</b>	there has been no retainer created between you and the Bank in this matter;
<b>23.3</b>	you have a duty of care to the Bank in completing and executing this Certificate of Title; and
<b>23.4</b>	the Bank is relying on this Certificate of Title in giving a loan or facilities to the Borrower.
<b>24.</b>	<b>You confirm that before Completion you will advise the Borrower about the terms of the Bank's Legal Charge and any other document the Bank requires the Borrower to sign.</b>
<b>25.</b>	<b>You confirm you have investigated the title to the Property and appurtenant rights as a competent solicitor following current good conveyancing practice would deem necessary to be able to give this Certificate of Title.</b>
<b>26.</b>	<b>You confirm:</b>
<b>26.1</b>	if the Borrower is buying the Property, you are not acting for the seller;
<b>26.2</b>	you have carried out priority searches in the Bank's name ("Lloyds TSB Bank plc"), wherever appropriate;
<b>26.3</b>	on Completion the Borrower will have a good and marketable title to the Property free of any charge ranking before the Bank's Legal Charge (other than the charges detailed in answer to questions 7.1 and 7.3, if any) and free of any interests, restrictive, unusual or onerous burdens, covenants, conditions, reservations, rights, incumbrances, obligations or outgoings which could have a reasonably foreseeable and materially adverse effect on the title or the Bank's Legal Charge;

## **Lloyds TSB Certificate of Title - Step Two Continued**

**26.4** there are no onerous burdens, covenants, conditions, reservations, rights, incumbrances, obligations or outgoings in the titles or otherwise which affect the Current Use or Intended Use and on Completion the Borrower will be entitled to use the Property for the Current Use and Intended Use, free of restriction; and

**26.5** on Completion only the Borrower will be entitled to the Property.

**27.** You confirm:

**27.1** Part I of the Landlord and Tenant Act 1987 does not apply to the Property;

**27.2** if the seller is a company, you have made a search at Companies House and the company exists, has no undisclosed fixed or floating charge affecting the Property and is not in administration, receivership or liquidation;

**27.3** the Local Authority enquiries and drainage search (both dated no more than 6 months before the date of this Certificate of Title), all other searches appropriate to the Property considering the Property location and features (such as coal, tin, china clay and brine), local land charges register search, and bankruptcy search indicated no materially adverse entries or responses;

**27.4** where the Property is registered, official copies of the register and plan at H M Land Registry and a Land Registry search indicated no materially adverse entries or responses; and

**27.5** where the Property is unregistered, Land Charges Department search and Index Map search indicated no materially adverse entries or responses.

**28.** You confirm that if the roads or sewers immediately serving the Property are not adopted or maintained at public expense:

**28.1** there is a suitable agreement and bond in existence; and

**28.2** any such agreement is secured by bond or deposit as required by the appropriate authority to cover the cost of making up to adoptable standards, maintenance and procuring adoption.

**29.** You confirm where the Property is leasehold:

**29.1** title to the lease is (i) absolute leasehold or (ii) good leasehold and investigation of the superior titles have shown them to be good and marketable;

**29.2** there are no break, forfeiture or other clauses in the lease which would allow the landlord to unilaterally terminate the lease for any reason except for non-payment of rent or breach of covenant by the Borrower;

**29.3** you have seen evidence the rent and, where applicable, service charges are paid up to date;

**29.4** having made all reasonable enquiries, you are not aware of (i) any breach of covenant by the tenant or (ii) any forfeiture or other proceedings (existing or threatened) affecting the lease;

**29.5** there are no rent review provisions;

**29.6** the landlord's consent is not required to an assignment (whether or not at a premium), underletting or charge of the whole of the Property;

**29.7** either there are sufficient obligations on the Borrower to insure and repair the Property or there are sufficient obligations on the landlord, enforceable by the Borrower, to insure and repair the parts of the Property for which the Borrower is not responsible and the common parts which the Property benefits from or otherwise requires;

**29.8** if the landlord is responsible for insuring the Property and the common parts which the Property benefits from or otherwise requires, the landlord must do so against fire, smoke, explosion, lightning, earthquake, riot, civil commotion, labour and political disturbances, strikes, malicious damage, vandalism, storm, flood, aircraft, escape of water or oil, theft or attempted theft, falling trees, branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, professional fees, demolition and site clearance costs, and public liability to anyone else and must note the interest of the Borrower and the Bank on the insurance policy; and

**29.9** if the landlord is responsible for insuring the Property, if there is damage by any of the insured risks specified in 29.8 the landlord must reinstate the Property and is responsible for any shortfall resulting from under-insurance.

**30.** You confirm, where there is a Management Company:

**30.1** the Management Company exists and is registered at Companies House;

**30.2** based on an examination of the last 3 years' published accounts (or the accounts since formation if it was formed in the last 3 years); there are no apparent problems

**30.3** if the Borrower is required to be a shareholder in the Management Company, you will send the Bank's Security Team the share certificate, a blank stock transfer form signed by the Borrower and a copy of the memorandum and articles of association when you send them the Title Information Document and original mortgage deed;

**30.4** and it is a company limited by guarantee, on Completion the Borrower (or at least one of them where there is more than one) will be a member;

**30.5** it has a legal right to enter the Property;



## Lloyds TSB Certificate of Title - Step Two Continued

- 30.6** where the right to enter the Property is not from a leasehold interest, the tenants of the building are the members of the Management Company or there is a covenant by the landlord to perform the Management Company's obligations, should the Management Company fall in those obligations; and
- 30.7** for leases granted before 1 September 2000 you are satisfied the existing arrangements for the Management Company and the maintenance and repair of the common parts are sufficient to ensure the adequate maintenance and repair of the common parts.

**31.** You confirm:

- 31.1** having made all reasonable enquiry, there has been no order, notice or letter for the Property issued about Environmental Matters.
- 31.2** having made enquiries of the seller and the Borrower, there are no uses to which the Property has been put, or affected by, that are reasonably likely to induce attention from regulatory or other authorities about Environmental Matters;
- 31.3** having investigated all Supplementary Matters good practice would reasonably dictate as necessary for the Property, there are no results from such investigations likely to adversely affect the ability of the Bank to obtain the best price reasonably obtainable for the Property if the Bank exercises the power of sale in its legal mortgage;
- 31.4** the Borrower has the necessary power and authority, without limitation, to grant security over the Property in favour of the Bank for the Borrower's obligations to the Bank;
- 31.5** the Borrower has not told you about any matter and neither are you aware of any matter which suggests the Property is or has been sold at undervalue or which may be likely to have any transaction for the Property set aside;
- 31.6** if the Borrower is buying the Property, there is no VAT due on the sale to the Borrower; and
- 31.7** the Borrower has told you the Property is adequately insured.

**32.** You undertake:

- 32.1** where the seller is a company, immediately before Completion to update the search at Companies House referred to at 27.2;
- 32.2** where the answer to question 7 is No, to obtain on or before Completion if required, the consent to the Bank's Legal Charge from the chargeholders detailed in answer to questions 7, 7.1 and 7.3;
- 32.3** where the land on which the Property is situated is already registered, to deliver to HM Land Registry the documents necessary to register the Bank's Legal Charge (including the Bank's Legal Charge and a certified copy of it) within the priority period of 30 working days from the date of the search, carried out no more than five working days prior to Completion;
- 32.4** where the land on which the Property is situated is currently unregistered, to deliver to HM Land Registry the documents necessary for first registration of title (including the Bank's Legal Charge and a certified copy of it) within two months of Completion and to carry out a priority search at the Land Charges Department so completion takes place within the fifteen working days priority period afforded by such search;
- 32.5** to ensure all appropriate Stamp Duty Land Tax returns are promptly made and all stamp duty payable is paid within the time limits specified by the Inland Revenue;
- 32.6** to carry out all other necessary post-Completion activities, including (but not limited to) completing the Legal Charge, registering any company charges within 21 days of their creation, ensuring all previous charges over the Property (other than the charges detailed in answer to questions 7, 7.1 and 7.3, if any) have been fully released, serving notice of charge on the chargeholders detailed in answer to questions 7, 7.1 and 7.3 (if any), dealing with any requisitions from HM Land Registry, and returning the Title Information Document and original Legal Charge to the Bank's Security Team for safe-keeping; and
- 32.7** if the Property is leasehold, to give notice to the landlord's solicitors of the assignment and mortgage if so required by the lease of the Property and to pay any registration fee required under the terms of the lease, and to place the landlord's solicitors' acknowledgement of receipt with the title deeds.
- 32.8** where the answer to question 21 is Yes, to have the Bank's interest endorsed on the insurance policy detailed at 21.1 immediately following Completion.

- 33.** You undertake that where the loan from the Bank to the Borrower is to buy or refinance the Property you will only use the loan for that purpose.

- 34.** You confirm you will be deemed to have repeated the terms of this Certificate of Title on Completion.

- 35.** You undertake you will tell the Bank's Security Team in writing before Completion if (a) any of your answers in this Certificate of Title would be different or (b) you have not kept to any of your undertakings in this Certificate of Title or (c) any of your confirmations would no longer apply. You also undertake you will not use or draw the loan from the Bank until the Bank's Security Team accept in writing such different answers or failure to keep to your undertakings or confirmations.

## Lloyds TSB Certificate of Title - Definitions

In this Certificate of Title:

"Completion"	means (a) the date the Borrower gets title to the Property; or (b) where the Borrower already has title to the Property, the date the Bank releases the loan to the Borrower's Solicitor or (where the Bank does not release the loan to the Borrower's solicitor) the date the Bank confirms the facilities are available to the Borrower.
"Current Use"	means the use shown as the answer to question 12.
"Environmental Matters"	means all matters about the protection of the environment, the health and safety of people, the well being of animals and plants and all dealings, treatment, removal and other operations involving poisonous or hazardous materials, controlled waste or other similar items.
"Intended Use"	means the use shown as the answer to question 13.
"Management Company"	means the company formed to deal with the maintenance and repair of the common parts of the Property.
"Property"	means the property shown as the answer to questions 1 and 2.
"Supplementary Matters"	means building, planning, regulatory or other consents or documents about matters which affect or may affect the marketability of a property but are not essential to the title to that property.

## Step Three

### Signature by Borrower's Solicitor

Before signing this Certificate of Title, if there is a separate sheet attached with details answering any of the questions, please make sure:

- (a) it is clear to what question the details refer; and
- (b) the sheet is signed by the person signing below.

<b>Name of firm:</b>			
<b>Address:</b>			
<b>Firm signature:</b>			
<b>Name of partner signing:</b>			
<b>Date:</b>		<b>Firm reference:</b>	

## Guidance Notes

### Why we send you the Legal Charge after receiving the Certificate

We prepare the Legal Charge with information from the Certificate. If the Borrower and Property are as expected, we will usually send you the Legal Charge 1-2 working days after receiving the Certificate.

### Making disclosures to or qualifying the Certificate

Please only do this about material matters affecting the validity or marketability of the Bank's security. We will discuss matters with the Business Manager which could mean a delay. We may instruct our solicitors to do a full title examination and investigation which will mean extra costs for the Borrower and, perhaps, a delay. Note: to minimise any potential delay, we may send you the Legal Charge even if you have made a disclosure to or qualified the Certificate. But that does not mean we have accepted the position; we may still instruct our solicitors to do a full title examination.

### Changes after returning the Certificate

Please see paragraphs 34 and 35. If there is a change to the Certificate after you have sent it to us but before Completion, you must immediately tell us in writing.

### Completion

In a purchase you must only use the Bank's money to complete the purchase. You must register the legal charge with the transfer as soon as possible. If the Borrower already owns the Property you must use the Bank's money to redeem all existing charges (other than the charges detailed in answer to questions 7.1 and 7.3, if any). And you must register the DS1/END1 and legal charge as soon as possible.

### After Completion

Please only send us the original of the Bank's legal charge and the Title Information Document. You should keep other title documents unless we ask for them. Remember, where appropriate, to endorse the Bank's interest on the insurance policy – see 32.8.

### Questions?

Contact us using the details on the covering letter. Please make sure you quote our reference.





Lloyds TSB

Gillian Fazan & Co Solicitors  
DX 81404  
Kingsbridge

**Birmingham Securities Centre**  
P.O. Box 6000  
125 Colmore Row  
Birmingham  
B3 3SF  
DX 701860 Birmingham 6

Telephone: 0121 214 6701  
Direct Line:  
Fax: 0121 625 6461

Your Ref: Tony Bayagbona

Our Ref: 3/SFR/1013701

Date: 9 February 2010

Dear Sirs

**Customer: Jackhams 03**  
**Security: 8 Rosenhill Road, Biggin Hill, Kent, TN16 3NF**

The above customers have applied to the Bank for facilities to purchase the property in the name of their pension fund. To assist in issuing the correct documentation with our instructions could I ask that you provide answers to the following questions.

We are also advised that we will take an additional charge from Goldservice Contract Cleaning Limited over this property and will send our instructions for the limited company when we have received the replies to the below questions in response to the pension scheme.

1. The names and addresses of the trustees who will be party to this transaction and the details of those to be title holders at HMLR. Please check that the formalities surrounding the appointment of the trustees have been completed. If a company, please confirm the name, registered number and registered address.
2. Is the professional trustee active or arm's length (party to the loan agreement/title). If not, will there be any restrictions inserted in the HMLR registers preventing disposition without their consent.
3. That the trustees have and are complying with all necessary regulations and requirements, and that this transaction will not give rise to any breach of such regulations and requirements.
4. That the trustees consider the purchase of the asset to be an appropriate investment and obtain written confirmation that the purchase is approved if required
5. Please obtain a copy of the Statement of Investment Principles of the pension scheme or confirmation that the scheme is exempt from issuing a Statement of Investment Principles.
6. That the purchase of the asset is not from a connected party, or is being purchased and leased on a full and open market basis.
7. If, including the active professional trustee, there are more than four trustees, which four will be registered as proprietors at the land registry. If active, the professional trustee will always be one of the proprietors (pensions)
8. The full name of the trust



9. Could you please obtain and examine the Trust Deed and confirm;

- (a) the names of the trustees of the Trust (if different to the trustees listed in point 1 above),
- (b) the Trust has the power to borrow and that the trustees party to *this transaction* have the necessary express powers to borrow on behalf of the Trust, for the *precise purpose* stated in the Loan Agreement,
- (c) the Trust has the power to mortgage its assets and that that the trustees party to this transaction have the power to mortgage the assets of the Trust on behalf of the Trust as security against the loan,
- (d) that there are no onerous clauses within the Trust Deed that would prove detrimental to the Bank's security

10. If It is the intention that the property is to be purchased in the names of two SIPPs, with each SIPP providing a proportion of the purchase price could you further confirm;

- a) the schemes are Self Invested Personal Pension Schemes (SIPPs)
- b) that the giving of the security does not breach Inland Revenue guidelines relating to the taking of security from connected parties or relating to the charging of trust assets to support debts of another borrower.
- c) the full title of each SIPP and the percentage of the property value to be held by each SIPP

11. Where it is the intention that the property is to be purchased in the names of our customer and his pension plan, with each providing a proportion of the purchase price could you further confirm;

- a) the scheme is a Self Invested Personal Pension Schemes (SIPP)
- b) that the giving of the security does not breach Inland Revenue guidelines relating to the taking of security from connected parties or relating to the charging of trust assets to support debts of another borrower.
- c) the full title of each SIPP and the percentage of the property value to be held by each SIPP/person

Please confirm the % share of the property to be owned by the pension scheme and the limited company.

As the answers to the above will affect our instructions I await your response before I will be in a position to write further. If you are unable to provide this advice please let me know as soon as possible.

Yours faithfully



Stephen Freeth  
Securities Officer

## **ROGER DEAN & CO**

B. N. Sarney LL.B.

CONSULTANT

D. R. Dean (Non Practising)

Email [rogerdeanco@btconnect.com](mailto:rogerdeanco@btconnect.com)

Your ref: TB/ID/HAMILTON

Our Ref: BNS SL

**Solicitors**  
**134a Main Road**  
**Biggin Hill, Kent TN16 3BA**

Fax 01959 576065  
**Telephone 01959 542872**

Date : 5 February 2010

Gillian Fazan & Co.  
Solicitors  
Bank House  
45-47 Fore Street  
Kingsbridge  
Devon  
TQ7 1PG

Dear Sirs

RE: LEASE OF 8 ROSEHILL ROAD, BIGGIN HILL, KENT

Thank you for your faxes of 19<sup>th</sup> and 22<sup>nd</sup> January.

We enclose replies to CPSE.1 and CPSE.3 enquiries as requested.

We shall send you the remaining documents next week.

Yours faithfully

