

QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (CLLS LAND LAW COMMITTEE LONG FORM 6TH EDITION - 2008 UPDATE)

GUIDANCE NOTES FOR LAWYERS

This is the form of questionnaire to be sent to the Authority in order to prepare the Certificate of Title (in the CLLS Land Law Committee 6th Edition - 2008 Update).

It is designed as a series of statements to be confirmed by the Authority. The Authority is instructed to mark "yes"/"confirmed" against those statements which are correct and "no"/"not confirmed" against those statements which are incorrect.

Prior to sending the questionnaire to the client you should complete Schedules A-D which are annexed to the questionnaire as far as you can from the deeds and documents in your possession.

When you receive the completed questionnaire from the Authority, if the Authority has answered "yes"/"confirmed" to all the statements in the questionnaire then the Authority has correctly given all the confirmations required in the Certificate. However, if the Authority has marked "no"/"not confirmed" against any statement you will need to obtain further information from the Authority together with any necessary supporting documents and make the appropriate disclosures in the Certificate of Title.

Of course, you will still need to investigate title to the Property and carry out all the necessary searches and raise appropriate enquiries in order to complete the Certificate.

**QUESTIONNAIRE TO ACCOMPANY THE CERTIFICATE OF TITLE (CLLS Long Form,
6th Edition - 2008 Update)**

**RELATING TO LAND ON THE WEST SIDE OF FRECKLETON STREET,
BLACKBURN, LANCASHIRE**

NOTES:

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

DEFINITIONS USED

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

Authority means Lancashire Combined Fire Authority;

Benefit means (in each case whether or not registered):

- (i) any right or easement (including any acquired or being acquired through long use); and
- (ii) any restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest over any land other than the Property; and
- (iii) any interest of the Authority in actual occupation of premises other than the Property considered by the Authority as relevant to the Property

of which the Property has the benefit (but not including any reserved under the terms of any Letting Document);

Contractor has the meaning ascribed to that expression in the Project Agreement;

Existing Use means the actual use to which the Property is presently put as referred to in Schedule 5 Part 4;

Lenders has the meaning ascribed to that expression in the Senior Loan Agreement;

Lease means the lease by virtue of which the Authority holds or will hold the Property or part thereof (as amended or supplemented);

Letting Documents means any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment (in each case as amended or supplemented) to which the Property is subject;

Premises means the premises demised by any Lease or Letting Document as the case may be;

Project Agreement means the agreement entered into on or about the date of this certificate between: (1) Cumbria County Council, Lancashire Combined Fire Authority; and Merseyside Fire and Rescue Authority and (2) the Contractor, in respect of the Transaction;

Property means the property described in Schedule 5 Part 1, the address of which is given at the head of this Certificate;

Senior Loan Agreement means the senior loan agreement to be entered into in connection with the Transaction;

Town and Country Planning Legislation includes the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning and Compulsory Purchase Act 2004;

Transaction means the provision of works and services by the Contractor at the Property in accordance with the terms of the Project Agreement and the funding by the Lenders of the Contractor for the provision of such works and services; and

1995 Act means the Landlord and Tenant (Covenants) Act 1995.

A. INFORMATION REQUESTED

Please supply the following:	Supplied?
1. Details of: (a) the current use of the Property; and (b) where there is more than one use, each use. <i>(Paragraph 2.2 of the certificate.)</i>	Yes N/a
2. Details of any rights and easements benefiting the property (in addition to those set out in the attached Schedule A). <i>(Paragraph 4.1, Schedule 2 to the certificate.)</i>	N/a
3. Details of any covenant, restriction, stipulation or easement burdening the property (in addition to those set out in the attached Schedule B) <i>(Paragraph 5.2, Schedule 2 to the certificate.)</i>	N/a
4. Details of VAT registrations and options to tax in addition to those set out in the attached schedule C . <i>(Paragraph 19.2, Schedule 3 to the certificate.)</i>	BwDBC VAT reg No. 175396136
5. A current arrears schedule in respect of any Letting Documents and copies of all Section 17 notices served and any related correspondence and documentation. <i>(Part 8A, Schedule 5 of the Certificate and attached Schedule D)</i>	N/a
6. Where you occupy under a lease, the name and address of the current landlord and the current guarantor (if any) and the current rent. <i>(Schedule 5, Part 7A to the Certificate)</i>	BwDBC peppercorn rent
7. In relation to each Letting Document the name and address of the current tenant and guarantor (if applicable) and details of the current rent and date from which the rent was last reviewed. <i>(Part 8A, Schedule 5 to the Certificate)</i>	N/a
8. In relation to each Letting Document where there are rent deposits, please confirm that all documents for the registration of the deposit (where applicable) have been supplied and provide a schedule showing the amounts of the initial deposits. <i>(Part 7A, Schedule 5 to the Certificate)</i>	N/a

B. CONFIRMATIONS REQUESTED

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

MAIN BODY OF CERTIFICATE

- 2.5 Apart from any parts of the Property that are the subject of any Letting Documents , the Authority is otherwise in actual occupation of the Property on an exclusive basis. Confirmed
- Except by virtue of the Letting Documents, no person other than the Authority has any right (actual or contingent) to possession, occupation or use of or interest in the property. Not confirmed – BwDBC has reserved rights addressed in a Letter of Comfort from BwDBC

SCHEDULE 1 TO THE CERTIFICATE

- 2.5.1 The Authority has provided to us all documents and all information in its possession that is material for the purposes of giving the certificate. Confirmed
- 2.5.2 Each copy document produced to us is a true copy of the original. Confirmed
- 2.8 The Authority is not aware of any circumstances which could render any transaction affecting the Authority's title to the property liable to be set aside under the provisions of the Insolvency Act 1986 (as amended). Confirmed
- [Explanation: Such circumstances would be where the transaction was a gift or at an undervalue or with an intention to defraud creditors.]*

SCHEDULE 2 TO THE CERTIFICATE

Title

- 4.1 The Benefits set out in Schedule A to this Questionnaire are the only Benefits necessary for the use and enjoyment of the Property for its existing use or (if no Benefits are set out in Schedule A), no Benefits are required for the use and enjoyment of the Property. Confirmed
- [Note: Schedule A to be filled in to reflect Schedule 5 Part 2 of certificate.]*
- 4.2 As far as the Authority is aware, the Benefits set out in Schedule A and any disclosed at 4.1 above are enjoyed freely, without interruption and without restriction. Confirmed
- 5.2 The Authority:
- 5.2.1 Has not received notice of any breach of any covenants, restrictions, stipulations, easements or other rights, interests or matters to which the Property is subject. Confirmed

[Example – breach of a covenant not to use the Property for a specified purpose.]

- 5.2.2 Is not aware of any breach or infringement of any of those items. Confirmed
- 5.2.3 The existing use of the Property is not materially adversely affected by the existence of any of those items. Confirmed
- 5.2 As far as the Authority is aware the Property is not subject to any customary or public rights, local land charges, mining or mineral rights, franchises, manorial rights, third party rights, rights of common, rent charges or similar outgoings, liability for chancel repairs, liability in respect of embankments, sea and river walls, payments in lieu of tithe or charges/annuities payable for the redemption of tithe, sporting or fishing rights or other right or interest, whether or not registered other than as detailed in Schedule B. Confirmed
- [Note: Schedule B to be filled in to reflect Schedule 5, Part 3 to the Certificate.]*
- 7.1 There are no agreements for sale, estate contracts, options, rights of pre-emption or similar matters affecting the Property the provisions of which remain to be observed or performed. Confirmed
8. So far as the Authority is aware no one is in adverse possession of the Property or has acquired (or is acquiring) any rights adversely affecting the Property. Confirmed
- [Example: a squatter.]*
9. There are no insurance policies relating to any question of title affecting the Property. Confirmed
- 10.1. The Authority has not had occasion to make any claim or complaint in relation to a neighbouring property or its use or occupation. Confirmed
- 10.2 There are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by the Authority. Confirmed
11. No notices materially affecting the Property or the Authority's interest in it or any of the Benefits (whether detailed in Schedule A to this questionnaire or disclosed by the Authority pursuant to paragraph 4.1 above) have been given or received. Confirmed

Planning

- 13 The Authority is not aware that any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary Confirmed

	consents and permissions being obtained; and	
13	No enforcement proceedings under the Town and Country planning legislation have been commenced or any notices served and the Authority is not aware that any have been proposed.	Confirmed
14.	No planning permission affecting the Property is the subject of an existing challenge as to its validity.	Confirmed
15.1	The planning permissions affecting the Property are either unconditional or subject only to conditions which have either been satisfied so that nothing further remains to be done under them or, in the case of continuing conditions, are being complied with and the Authority knows of no reason why such conditions should not continue to be so complied with.	Confirmed
16.	There is no application for planning permission in respect of the Property awaiting determination and no planning permission or deemed refusal which is subject to appeal.	Confirmed
17.1	The Authority has not entered into and is not required to enter into any agreement or obligation or planning contribution under section 52 Town and Country Planning Act 1971, section 38 and section 278 Highways Act 1980, section 33 Local Government (Miscellaneous Provisions) Act 1982, section 106 Town and Country Planning Act 1990, section 104 Water Industry Act 1991, section 46 Planning and Compulsory Purchase Act 2004 or any provision in legislation of a similar nature.	Confirmed
17.2	As far as the Authority is aware in respect of any planning agreement, obligation or contribution disclosed at 17.1	
	17.2.1 All the obligations which have fallen due have been complied with; and	Confirmed
	17.2.2 No notice of breach has been received; and	Confirmed
	17.2.3 There are no material obligations which remain to be performed	Confirmed
19.	The Authority is not aware that the Property is within an area of archaeological importance nor is any building or erection on the Property a scheduled monument within the meaning set out in the Ancient Monuments and Archaeological Areas Act 1979	Confirmed
20.	The Authority is not aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it	Confirmed

Statutory Matters

- | | | |
|-----|--|-----------|
| 21. | The Authority is not aware of any outstanding order, notice or other requirement of any local or other authority that affects the current use of the Property (as disclosed in this questionnaire) or involves expenditure in compliance with it nor of any other circumstances which may result in any such order or notice being made or served. | Confirmed |
| 22. | The Authority has not received notice of any breach of and is not aware of any material breach of the requirements of any statute capable of enforcement at present which affects the Property. | Confirmed |
| 23. | So far as the Authority is aware, the Property complies in all material respects with current fire regulations affecting the Property. | Confirmed |

Environment

- | | | |
|------|---|-----------|
| 24.1 | The Authority: | |
| | 24.1.1 Has not received any written notices or notifications under any environmental laws | Confirmed |
| | 24.1.2 Does not hold any permits under any environmental laws | Confirmed |
| | 24.1.3 Is not aware of any breach or alleged breach of the requirements under any environmental laws | Confirmed |
| 24.2 | The Authority is not aware of the need for any permits under any environmental laws in respect of the existing use of the Property. | Confirmed |

General

- | | | |
|------|--|-----------|
| 25.1 | The Property is not subject to the payment of any outgoings other than the uniform business rate or water rates (and in the case of leasehold property only sums due under the lease); and | Confirmed |
| 25.2 | All such payments have been made to date. | Confirmed |

SCHEDULE 3 TO THE CERTIFICATE

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

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|-----|---|-----------|
| 3.2 | The last instalment of: | |
| | 3.2.1 rent; and | Confirmed |
| | 3.2.2 service charge (if any), | Confirmed |
| | was paid to and was accepted by the landlord or its agents without qualification. | |

4.2.1	All steps in rent reviews have been duly taken and no rent reviews are currently under negotiation or the subject of a reference to an expert or arbitrator or the courts.	Confirmed
4.2.3	So far as the Authority is aware no buildings erected on the Premises, alteration or improvement has been carried out to the Property pursuant to an obligation to the landlord.	Confirmed
13.2	The Authority has never received a notice under section 8 of the 1995 Act from any former landlord requesting a release. <i>[Explanation: the former landlord can use the notice procedure under Section 8 of the 1995 Act to be released from the benefit and burden of the landlord covenants in the Lease.]</i>	Confirmed
14.	No collateral assurances, undertakings or concessions have been made by any party to the lease.	Confirmed
15.1	No works have been carried out by the Authority or any former tenant under the Lease.	Confirmed
15.2	No change of use has been effected by the Authority or any former tenant under the Lease.	Confirmed
18.1	So far as the Authority is aware, there is no subsisting material breach of the covenants or conditions contained in the Lease (whether on the part of the landlord or the tenant) or any other event of a material nature which could give rise to forfeiture of the lease.	Confirmed
18.2	No notice alleging any breach of the covenants or conditions contained in the lease, whether on the part of the landlord or the tenant, remains outstanding.	Confirmed
18.3	So far as the Authority is aware no breach of covenant has been waived or acquiesced in.	Confirmed
19.2.1	The landlord does not charge VAT on the rent. If the landlord does charge VAT, please provide any other information the Authority may have relating to the landlord's option to tax.	Confirmed
20.1	Neither the grant of the Lease nor any agreement for the grant of the Lease was exempt from charge to stamp duty land tax by virtue of any of the provisions specified in paragraph 11(2) of Schedule 17A ('cases where assignment of lease treated as grant of lease') to the Finance Act 2003 ("FA 2003"). <i>[Explanation: where the original grant of the lease was exempt from SDLT as a result of reconstruction or</i>	Confirmed

acquisition relief, charities relief, group relief or sale and leaseback relief the first non exempt assignment will be treated for SDLT purposes as the grant of a new lease.]

- 20.2 Nothing is, or may be, required or authorised to be done by the tenant or any successor in title in respect of the grant of the Lease or any agreement for the grant of the Lease under or by virtue of section 80 ('adjustment where contingency ceases or consideration is ascertained') of the FA 2003 or paragraph 8 ('adjustment where rent ceases to be uncertain') of Schedule 17A to the FA 2003. Confirmed

[Explanation: as a result of a contingency ceasing or consideration becoming ascertained the purchaser must make a return and pay any additional SDLT due or claim a refund.]

- 20.3 As far as the Authority is aware no increase in rent payable under the Lease is likely to be regarded as abnormal for the purposes of paragraph 14 (increase of rent treated as grant of new lease : abnormal increase after fifth year) of Schedule 17A to the Finance Act 2003. Confirmed

[Explanation: this provision applies whether the increase is in accordance with the Lease terms or by way of variation where the result is an uplift of more than 20% from the previous rent payable up to the date of the increase. This section only applies to increases after the first five years for leases in the SDLT regime.]

SCHEDULE 4 TO THE CERTIFICATE

The following confirmations relate only to property which has been let and **Letting Documents** mean the documents under which the property has been let.

1 The Property is not subject to any Letting Documents. Confirmed

[or]

2 The Property is subject to Letting Documents brief details of which are set out in the **attached Schedule E.**

N/a

Schedule A

Rights and easements and other matters benefiting the Property

Date of Document/ Commencement Date <i>(as applicable)</i>	Document <i>(if applicable)</i>	Parties <i>(if applicable)</i>	Nature of Right <i>(eg easement; right of way; covenant)</i>	Land or Interest subject to Right
26 August 2008	Lease	Blackburn with Darwen Borough Council (1) and Lancashire Combined Fire Authority (2)	Subject to giving prior notice to the landlord (except in emergency) the Property (being part of the Premises) benefits from the rights contained in Schedule 1 of the Lease which are summarised below:	So much of the land as is comprised in the landlord's registered freehold title under title number LA541730 ("the Retained Land").

- of passage of services through the service conducting media now (or, in the period of 80 years from the date of the Lease, constructed) in the Retained Land;
- to enter the Retained Land to construct, lay and make connections to service media and to and inspect, maintain and renew such service media;
- to enter the Retained Land to inspect, clean, maintain and repair buildings and boundary features on the Premises; and
- of support from the Retained Land.

The exercise of such rights (other than of support) is subject to giving the landlord reasonable prior written notice (except in emergency) and, in the case of making connections, obtaining the landlord's approval (which is not to be unreasonably withheld). In addition such rights must be exercised in a way which causes as little inconvenience and damage as possible and all damage must be made good.

Schedule B

Rights and covenants and other matters burdening the Property

Date of Document/ Commencement Date	Document (if applicable)	Parties (if applicable)	Nature of Right	Land or Interest with the benefit of Right
			Possibility of a gas easement (see National Grid - Gas search at Part 5, Schedule 5 of Certificate).	
26 August 2008	Lease	Blackburn with Darwen Borough Council (1) and Lancashire Combined Fire Authority (2)	Various rights are reserved in favour of the landlord (and other persons entitled and authorised) under Schedule 2 of the Lease. The rights are reserved over the Premises (of which the Property forms part) and are summarised below:	So much of the land as is comprised in the landlord's registered freehold title under title number LA541730 ("the Retained Land")

- for the benefit of the Retained Land the passage of services through the service conducting media that are in the Premises and (subject to various provisos) to make connections with, inspect, repair, renew, cleanse and maintain such service media;
- the right to carry out works on the Retained Land (even though access to light and air enjoyed by the Premises is thereby affected);
- the right to enter the Premises to inspect, clean, maintain and repair buildings and boundary features on any adjoining or adjacent land;
- the right to over sail the airspace of the Premises with cranes (subject to the person exercising the right indemnifying the occupiers of the Premises against death or personal injury or damage to property);
- the right to work minerals in or under the Premises (subject to payment of compensation); and
- the right of support from the Premises for the Retained Land.

Schedule C

VAT Registration, Notice of Election and Acknowledgement

	VAT Registration no.	Date of Notice of Election	Date of Acknowledgement by HM Revenue and Customs
Authority:	238384246	N/a	N/a
Landlord: <i>(leasehold Property only)</i>	175396136	N/a	N/a

Schedule D

Section 17 Notices Served on Former Tenants and Guarantors

Date of Service of Notice	Due Date of Arrears	Full names and addresses of Persons served	Amount Claimed	Amount Due

Schedule E

Letting Documents

Date of document	Parties	Premises	Term	Rent

Date: 23 February 2011

(Signed): Anthony Newrd

Name: J.A. Harold, Solicitor

Address: Lancashire Combined Fire Authority,
Lancashire Fire and Rescue Service Headquarters,
Garstang Road,
Fullwood,
Preston PR2 3LH