

RESIDENTIAL POLICY FOR LEASE ASSIGNMENT

AIM

The aim of this policy is to provide you with the information required to transfer (assign) your lease to a third party.

POLICY

You may wish to assign your interest in the lease to a third party (the assignee) at some point during the term of your lease.

Most Grosvenor leases require the tenant to make a formal application to Grosvenor to obtain its consent (as landlord) to any proposed assignment of the lease. This consent is dealt with by way of a Licence to Assign the lease.

Each application for consent to assign will be considered with reference to the terms of the individual lease and the information provided relating to the proposed assignee. Please note that consent to assign may, in some circumstances, be refused pursuant to the terms of the lease or granted subject to certain requirements.

The Licence to Assign is a formal legal document. If you are assigning your lease you will usually have instructed a solicitor to act on your behalf in connection with the assignment. That solicitor will also be able to act on your behalf in obtaining the Licence to Assign.

In the first instance, you or your solicitor should write to our solicitors, Boodle Hatfield (Ref: Linda Thirst, 89 New Bond Street, London W1A 1DA) setting out details of the proposed assignment and assignee and applying for consent to assign the lease. On receipt of this letter, Boodle Hatfield will confirm receipt of the application and will request full details of the proposed assignment and assignee (if not already provided).

The following standard requirements will apply to all applications for consent to assign:

- 1 If the proposed assignee is an individual resident in the UK, 3 references (Bank, Solicitors and accountants or one other) will be required.
- 2 If the proposed assignee is an established company incorporated in England and Wales, the 3 references as above, with copies of the last 3 years' audited accounts, will be required.
- 3 If the proposed assignee is a non-UK resident individual or newly formed or offshore company, a UK based guarantor will be required, providing 3 references as above.
- 4 If no UK based guarantor is available then a rent deposit will be required. The amount of deposit may be specified in the Lease but if not we require a deposit equal to three times the current annual outgoings of the property.
- 5 You will be responsible for the payment of our legal fees in connection with the Licence to Assign (whether or not the licence is granted).
- 6 The Licence to Assign must be formally completed before the lease is assigned.

Additional conditions may apply depending on the nature of the transaction.

RESIDENTIAL POLICY FOR LEASE ASSIGNMENT (continued)

COSTS

An estimate of our legal fees will be given for each transaction. You should anticipate paying £650 plus VAT and disbursements for a straightforward transaction, although this may be increased depending on the nature of the transaction.

TIMETABLE

Draft documentation will be sent to you for approval once Boodle Hatfield have received the following from you or your solicitor:

- Written application for Licence to Assign
- Satisfactory replies to all requests for additional information relating to the proposed assignment
- Confirmation of your agreement to pay our legal fees

Once the terms of the documents are agreed we aim to prepare the final the document for your signature within five working days.

This process may be delayed if you are in breach of the terms of your lease terms, e.g. there are substantial rent arrears.

ACTION

To continue with the assignment, the next action will be to contact your solicitor to make contact with Boodle Hatfield to apply for Licence to Assign.

*This is an indication of our policies as at February 2008 (reviewed October 2008).
We reserve the right to update and amend these policies at any time and to waive requirements or impose additional requirements in particular circumstances.*