

This is a true copy of the form of Certificate of Title approved by the Law Society of Ireland named in the Society's Guidelines for Borrowers' Solicitors re Limited Application of Law Society Approved 2010 Edition Commercial Certificate of Title Documentation.

This Certificate of Title, IF UNAMENDED, complies, in the view of the Law Society, with the provisions of S.I. No. 366 of 2010. The Law Society will not review any other proposed form of wording or indicate a view as to whether any such amended form complies with the statutory instrument.



Law Society of Ireland

**COMMERCIAL MORTGAGE LENDING
CERTIFICATE OF TITLE PERMITTED UNDER "DE MINIMIS"
PROVISIONS OF PARAGRAPH 4(b)(i) OF S.I. NO. 366 OF 2010**

LAW SOCIETY APPROVED FORM (2010 Edition)

To: _____
(“the Lender”, its transferees, successors and assigns)

NAME(S) OF BORROWER(S) _____

(“the Borrower”)

ADDRESS OF PROPERTY _____

(“the Property”)

YOUR REF/ACCOUNT NO. _____

LOAN AMOUNT € _____
(“the Loan Amount”)

As solicitor(s) for the Borrower, I/we have investigated the title to the Property and I/we hereby certify that the Borrower has good marketable title to the Property (save as set out in the **First Schedule** hereto), the description of which agrees with that stated in the Lender's Letter of Offer for the tenure specified in the **Second Schedule** hereto, free from any mortgage, charge, lien or incumbrance and any lease or tenancy, except for your mortgage/charge which is in the form prescribed by you (the “Mortgage”) other than (list any existing charges or burdens) _____

I/We hereby certify that the Mortgage ranks as a first / second / other (specify) _____ legal mortgage/charge over the Property.

All the documents evidencing the Borrower's title to the Property including the Mortgage are properly listed in the **Third Schedule** hereto and are furnished herewith.

My/Our Firm currently maintains in place qualifying insurance with a qualified insurer as required by Statutory Instrument No. 617 of 2007 (as amended).

I/We as solicitor(s) for the Borrower, am/are giving this Certificate for the benefit of the Lender, having regard to the current conveyancing recommendations of the Law Society.

My/Our liability whether direct indirect or consequential and howsoever arising under this Certificate shall not exceed €75,000.

This Certificate is being given by me/us in my/our sole capacity as solicitor(s) for the Borrower and (other than as specifically set out herein) it relates only to Matters of Title. I/We do not act and have not acted as solicitor(s) for or as agent/quasi agent of the Lender in the commercial property transaction the subject of the loan to the Borrower in respect of which this Certificate is given.

This Certificate does not purport to certify anything in relation to the standard contents of the Mortgage executed by the Borrower. In particular, it does not certify that the Mortgage or any other document produced by the Lender in connection with the loan complies with the requirements of the Consumer Credit Act 1995 or the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995.

Signature: _____

Name of Solicitor signing: _____

State whether Principal/Partner: _____

Name of Firm: _____

Address of Firm: _____

Dated this _____ **day of** _____ **20**_____

In this Certificate of Title “**good marketable title**” shall mean a title of a quality commensurate with prudent standards of current conveyancing practice in Ireland. The latter entails, where the Property is being acquired, that the purchase was effected on foot of the current Law Society’s Conditions of Sale and/or Building Agreement. It also entails that the investigation of the title to the Property was made in accordance with the current Law Society Requisitions on Title, together with any additional requisitions appropriate to the Property and that satisfactory replies have been received. When the Property is already owned by the Borrower, the title shall be so investigated that, if the said requisitions had been raised, satisfactory replies would have been obtained.

In this Certificate, “**Matters of Title**” means only such matters as relate to the title to the Property in the context of a conveyancing transaction and does not include any matters relating to the condition of the Property, the suitability or otherwise of the Borrower or any other matter (including the form or efficacy of the Mortgage).

Any dispute as to the quality of any title or as to whether or not any matter constitutes a Matter of Title (within the foregoing definition) may be referred for a ruling to the Conveyancing Committee of the Law Society of Ireland but without prejudice to the right of either party to seek a determination by the Court on the issue.

FIRST SCHEDULE
Qualifications on Title (if any)
(as previously agreed in writing with the Lender)

SECOND SCHEDULE
Tenure

THIRD SCHEDULE

See Schedule of Documents attached hereto.