

Certificate of Independent Advice

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In this Certificate:	
The Society	Principality Building Society, Principality House, The Friary, Cardiff, CF10 3FA
Owner Borrower(s)	
Non Owner Borrower(s)	
Relationship of Non Owner Borrower to Owner Borrower	
Legal Charge Deed	The Legal Charge Deed in respect to the Property to be entered into between the Owner Borrower(s), the Non Owner Borrower(s) and the Society
Mortgage Offer	The Society's mortgage offer of loan issued to the Owner Borrower(s) and Non Owner Borrower(s) and to be secured by the Legal Charge Deed
The Property	

Certification to be signed by Non Owner Borrower:

I certify and acknowledge that, before signing this Certificate and the Legal Charge Deed:

1. I was informed that, for my own protection, the Society requires written confirmation from a solicitor acting for me to the effect that the solicitor has fully explained and advised me, as to the nature, meaning and effect of the Mortgage Offer, Legal Charge Deed, Mortgage Conditions and Waiver Form (where applicable) and their practical and financial implications to me.
2. I was also informed that the purpose of this requirement was that I should not be able to dispute that I am legally bound by the Mortgage Offer, Legal Charge Deed and Mortgage Conditions once I have signed the Legal Charge Deed.
3. I have nominated and instructed the solicitor named below to provide me with the required advice and written confirmation.
4. Where I have made a contribution to the purchase price of the Property I am also required to complete a Waiver Form in respect of the same as referred to in point 1 above.
5. I am not permitted to reside at the Property in any circumstances.

Name of Non Owner Borrower

Signature of Non Owner Borrower

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Certification to be signed by Solicitor witnessing the Legal Charge Deed:

Name of Solicitor

Name and address of firm

In the following Non Owner Borrower refers to the Non Owner Borrower who has signed the above certification and acknowledgment.

I certify that:

1. I am a qualified solicitor in England and Wales and I hold a current practising certificate.
2. I have been instructed by the Non Owner Borrower to advise him/her on the nature, meaning and effect of the Mortgage Offer, Legal Charge Deed and Mortgage Conditions.
3. I have been provided with the Mortgage Offer, Legal Charge Deed and Mortgage Conditions.
4. I met with the Non Owner Borrower with no one else present and discussed the circumstances under which the Legal Charge Deed was being entered into. There was no evidence of any undue influence or pressure being applied to the Non-Owner Borrower.
5. I am satisfied that the Non Owner Borrower understands the nature of the Mortgage Offer, Legal Charge Deed and the Mortgage Conditions including the extent of the liabilities he/she has undertaken and that the amount secured by the Legal Charge Deed will secure the original advance, any further advances, interest, fees, charges and expenses.
6. I sought the Non Owner Borrower's understanding of the implications arising, and potentially arising, from this transaction and he/she answered positively that they understood the consequences and obligations imposed upon them under the Mortgage offer, Legal Charge Deed, Mortgage Conditions and Waiver Form (where applicable).
7. I explained to the Non Owner Borrower that he/she had a choice whether or not to sign the Legal Charge Deed and be party to the transaction and that if he/she did sign the Legal Charge Deed he/she would be legally bound by the Mortgage Offer, Legal Charge Deed and Mortgage Conditions and that he/she would not be able to withdraw.
8. I have checked the identity of the Non Owner Borrower.
9. I have witnessed the Non Owner Borrower signing the Legal Charge Deed alone and in person.
10. Where the Non Owner Borrower is signing a Waiver Form, I have also advised the Non Owner Borrower on this and the certifications I have given above in respect of the Legal Charge Deed all apply in the same manner to the Waiver Form.
11. I have recommended to the Non Owner Borrower that he/she seeks tax advice in relation to this transaction.
12. I acknowledge that the Society may place reliance on this Certificate in determining whether or not to continue to make advances available to the Borrowers.

Signature of Solicitor

Date