***Pro Forma* GuarantorLegal Opinion on Guarantee – Non-English Guarantor[[1]](#footnote-1)**

**[Power, Capacity, Authority and Related Matters]**

**[Notepaper of External Legal Counsel]**

To: The Governor and Company of the Bank of England (the ***Bank***)

 Threadneedle Street

London

EC2R 8AH

[*Date*]

**BANK OF ENGLAND CONTINGENT NON-BANK FINANCIAL INSTITUTION REPO FACILITY**

[*name of guarantor*] (the ***Guarantor***) [*insert description*]

[[*name of participant*] (the ***Participant***)][[2]](#footnote-2)

***OR***

[[*name of trustee*](the ***Pension Scheme Trustee***)acting in its capacity as trustee in respect of the [*name of Pension Scheme (or Segregated Section thereof)*] (the ***Pension Scheme***) (the ***Participant***)][[3]](#footnote-3)

***OR***

[[*name of participant*] [and its authorised fund manager [*name of Fund Manager*] (the ***Fund Manager***)]][[4]](#footnote-4) ***OR*** [[*name of trustee*](the ***Fund Trustee***)in respect of [*name of the Investment Fund (or Relevant Sub-Fund)*] assets (the ***Unit Trust***)] ***OR*** [[name of management company (*société de gestion*) (the ***CCF Manager***) in respect of [*name of FCP (if relevant), acting in respect of a Relevant Sub-Fund*]] ***OR*** [[*name of LDI Fund Participant established as a CCF*] represented by its manager, [*name of CCF Manager*] (the ***CCF Manager***)] ***OR*** [[*name of LDI Fund Participant constituted as an ILP or "Société en commandite"*] by its general partner, [*insert name of General Partner*] (the ***General Partner***)] (the ***Participant***)][[5]](#footnote-5)

[[*name of Representative*] (the ***Representative***)][[6]](#footnote-6)

As external [*jurisdiction of incorporation*] legal counsel for the Guarantor, we refer to the participation of the Guarantor in the Bank's Contingent Non-Bank Financial Institution Repo Facility (the ***CNRF***) and the terms and conditions relating to it, as published by the Bank from time to time on its website at [www.bankofengland.co.uk](http://www.bankofengland.co.uk) (as amended and/or supplemented from time to time including, without limitation by any applicable Annex and any relevant Market Notice) (the ***CNRF Terms and Conditions***). Any capitalised term used in this letter and not otherwise defined herein shall bear the same meaning as set out in the CNRF Terms and Conditions.

1. We have examined:
2. the guarantee executed by the Guarantor and dated [] (the Guarantee); and
3. the constitutional documents of the Guarantor, and such other corporate records, certificates and other documents as we have considered necessary or desirable for the purposes of this letter.

For the purpose of giving this opinion we have also conducted the following searches [*add description of any searches conducted for the purposes of this opinion*].

1. Having considered the documents and the results of the searches listed in paragraph 1 above and having regard to all applicable laws of [*jurisdiction of incorporation*], we are pleased to advise that in our opinion:
2. the Guarantor is duly incorporated and validly existing in [*jurisdiction of incorporation*] as [*e.g. a limited company*] and no steps have been, or are being, taken in relation to any receivership, administration, examinership, liquidation, winding up or analogous proceedings under the laws of [*jurisdiction of incorporation*] in relation to the Guarantor or its assets or undertakings;
3. the Guarantor has the necessary power and authority, and all necessary corporate and other action has been taken, to enable the Guarantor to sign and deliver the Guarantee and for the Guarantor to perform the obligations undertaken by it under the Guarantee;
4. the execution by the Guarantor of the Guarantee and performance by the Guarantor of its obligations under the Guarantee will not cause:
5. any limit on the powers of the Guarantor or its directors (whether imposed by the constitutional documents of the Guarantor or statute or regulation) to be exceeded; or
6. any applicable law, rule, regulation or order to which the Guarantor is subject to be contravened;
7. the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor under the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid and legally binding on and enforceable against the Guarantor under the laws of [*jurisdiction of incorporation*] and in the courts of [*jurisdiction of incorporation*];
8. it is not necessary or advisable under the laws of [*jurisdiction of incorporation*] in order to ensure the validity, enforceability, priority or admissibility in evidence of the obligations of the Guarantor or the rights of the Bank under the Guarantee, that the Guarantee be filed, registered, recorded or notarised in any public office or elsewhere or that any other instrument relating thereto be signed, delivered, filed, registered or recorded, that any tax or duty be paid or that any other action whatsoever be taken;
9. all consents, authorisations, licences, orders, filings, notifications or approvals of, or registrations with, or declarations to, governmental, regulatory or public bodies, authorities or courts of or in [*jurisdiction of incorporation*] in connection with the validity, enforceability, priority or admissibility in evidence of the obligations of the Guarantor or the rights of the Bank under the Guarantee have been unconditionally obtained or made or are in full force and effect;
10. the obligations of the Guarantor under the Guarantee rank at least equally and rateably (*pari passu*) in point of priority and security with all other present and future unsecured obligations of the Guarantor;
11. there is no withholding in respect of duties, taxes or charges in [*jurisdiction of incorporation*] required to be deducted from any payment to be made by the Guarantor pursuant to the Guarantee;
12. there are no registration, stamp or other taxes or duties of any kind payable in [*jurisdiction of incorporation*] in connection with the signature, performance or enforcement by legal proceedings of the Guarantee;
13. there is no applicable usury or interest limitation law in [*jurisdiction of incorporation*] which may restrict the recovery of payments in accordance with the Guarantee;
14. the Bank will not violate any law or regulation in [*jurisdiction of incorporation*] nor become or be deemed to become resident, domiciled, carrying on business or liable to tax in [*jurisdiction of incorporation*] solely by reason of the execution of the Guarantee by the Guarantor or performing its obligations thereunder;
15. it is not necessary that the Bank should be licensed, qualified or otherwise entitled to carry on business or that it should establish a place of business in [*jurisdiction of incorporation*] in order to enforce any provisions of the Guarantee;
16. the choice of English law to govern the Guarantee and any non-contractual obligations arising out of or in connection with it and any transaction will be upheld as a valid choice of law in any action in the [*jurisdiction of incorporation*] courts;
17. the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation; and
18. any judgment for a definite sum given by the English courts against the Guarantor would be recognised and accepted by the [*jurisdiction of incorporation*] courts without re-trial or examination of the merits of the case.
19. Notwithstanding that this opinion is addressed to the Bank, the Bank may disclose (but none of the following shall be entitled to rely upon) this opinion:
20. to its officers and employees and to its legal and other professional advisers;
21. as required by law or regulation; and
22. to any relevant national central bank, monetary authority or regulatory or supervisory authority having responsibility for the supervision or oversight of the Guarantor (or in whose jurisdiction the Guarantor is carrying on business) or of any payment or securities settlement system or clearing house in which the Guarantor is a participant.

Yours faithfully

1. Where the Guarantor is not an incorporated company, certain amendments to this legal opinion will be required. [↑](#footnote-ref-1)
2. Include where a Participant is an Insurance Company Participant. [↑](#footnote-ref-2)
3. Include where a Participant is a Pension Fund Participant. [↑](#footnote-ref-3)
4. Include where a Participant is an LDI Fund Participant; where it is a Self-Managed LDI Fund Participant delete

 the words in square brackets. [↑](#footnote-ref-4)
5. Include and amend where appropriate where a Participant is an LDI Fund Participant. [↑](#footnote-ref-5)
6. Include where a Participant has appointed a Representative. [↑](#footnote-ref-6)