

REPORT ON TITLE

TO: Proplend Security Limited

FROM: Paris Smith LLP

FULL NAME OF BORROWER: Charles Jordan Limited

COMPANY NUMBER (if appropriate): 6810131

DESCRIPTION OF PROPERTY: 3 The Maltings Wetmore Road Burton on Trent DE14 1SE

IS BORROWER THE SAME AS OWNER? Yes

FULL NAME OF OWNER IF DIFFERENT (Where property is being transferred state intended owner): Not applicable.

1. TITLE

a. We certify that the property is:

Tenure:	Freehold
Title number (if registered) or if not confirm whether it is unregistered and/or subject to first registration:	SF258454
Class of title (if registered):	Title Absolute

- b. We certify that the Title to the property is good and marketable and can be accepted by you as security.
- c. We annex hereto a copy of the Title Plan (or in the case of a property that is not registered, a plan) showing the property edged red.
- d. The property is registered in the name of the Borrower.
- e. We confirm that the only Restrictive Covenants which affect the property are set out in the attached Schedule.
- f. We confirm that the only Adverse interests affecting the property are referred to in the Schedule.
- g. No person other than the Borrower has an equitable or overriding interest in the property.
- h. The Borrower will not be in sole possession of the property.
- i. Proplend Security Limited will obtain a First Legal Charge over the property.

2. SEARCHES: We confirm we hold:-

- a. Clear Land Registry Search giving Proplend Security Limited priority beyond the date of completion.
- b. Local Land Charges and Local Authority Search no older than four months prior to the date of completion of the charge revealing no Entries which might adversely affect Proplend Security Limited's security.
- c. Bankruptcy Search giving Proplend Security Limited priority beyond the date of completion against the Guarantor.

All other appropriate Searches have been carried out and, save as referred to below, reveal no Entries adverse to Proplend Security Limited's security.

3. VALUATION:

We have read the Valuation Survey Report dated 30 March 2017 prepared by PLP Property Consultants who have confirmed by letter dated 23 November 2017 that the Report can be relied upon and confirm that:-

- i) there are no discrepancies between the report, the title documentation and the results of our searches.
- ii) we are satisfied that Proplend Security Limited will obtain a legal mortgage over the whole of the land shown edged red on the Title Plan

4. PURCHASE CONTRACT:

- i. Purchase Price: £N/A
 - a. Property: £N/A
 - b. Fixtures and Fittings: £N/A

5. SECURITY DOCUMENTATION:

The following security documentation has been properly executed and witnessed and is held by ourselves. (Please delete if not applicable).

- | | |
|-----------------|------------------------------------------------|
| a. Legal Charge | The Legal Charge will be dated upon completion |
| b. Debenture | The Debenture will be dated upon completion |
| c. Guarantee | The Guarantee will be dated upon completion |

6. COMPLETION ARRANGEMENTS

We now request you to pay to us the Advance Amount and undertake that if you pay to us the said sum and we shall use the same only to effect the remortgage of the Property by the Borrower.

We confirm we hold an irrevocable undertaking from a firm of solicitors that following completion they will send a completed AP1 in respect of the remortgage of the Property and registration of Proplend Security Limited's Charge, any necessary supporting documentation, and any title documents that are received from the Seller's solicitors.

Our banking details are:

Account Name: Paris Smith LLP Client Account

Account Number: 37559583

Bank: National Westminster Bank plc

Branch: 12 High Street Southampton

Sorting Code No: 56-00-68

Completion date:

SCHEDULE

RESTRICTIVE COVENANTS

(please confirm whether or not the restrictive Covenants are onerous)

The Property is subject to the covenants and rights affecting the title referred to in our Report on Title dated 13 April 2017, a copy of which is attached.

No additional entries have been made on the title since that time.

ADVERSE INTERESTS

(please confirm whether or not the Adverse Interests are onerous)

The Property is subject to the matters contained or referred to in the Schedule of Adverse Interests in our Report on title dated 13 April 2017.

The Borrower's solicitors confirm that there have been no variations or amendments to the Property since that time.

The Borrower's solicitors confirm that there have been no amendments to the Lease (as to which, see the separate Lease Report attached to this Report) and that the Tenant is not in breach of the terms of the Lease and there are no arrears of rent. Further, that no licences or deeds have been issued in respect of the Lease since the date of our Lease Report.

We have provided you with a copy of the Section 106 Agreement and you have been in direct contact with the solicitors acting for the Borrower. We have recommended that the obligations that affect Proplend Security Limited as mortgagee are limited to those occasions when (if at all) you were to take the Property as a mortgagee in possession but that they should exclude any liability where you are acting as a mortgagee selling the Property under your power of sale. We understand from you that this has been accepted but have not seen the amended documentation.

As you will be aware, the Section 106 Agreement is required to support the planning application for 60 x 2 bedroom and 30 x 1 bedroom flats. The obligations are to allow the Council's Head of Service Officer and any other person authorised by him access to the land at all reasonable times on reasonable notice to permit him to inspect the development and all materials intended for use; to give the Council notice in writing no later than 7 days prior to the anticipated commencement of the development and a further 7 days' notice after the date of commencement; to give 7 days' notice prior to the anticipated occupation of the development and 7 days after that date and to give the Council notice in writing of the occupation of each of the first floor flats.

An off-site affordable housing contribution of £60,000 is to be paid by way of 4 instalments upon the first occupation of each of the first floor flats. That payment will be index-linked and will increase by RPI until the payments have been made.

You have agreed to accept indemnity insurance in place of searches. A policy for the sum of £2,300,000 will be on risk on completion which will cover any matters raised by a local search or drainage search. We have requested that environmental cover is added to the policy and the Borrower's solicitors say that this was covered on the previous policy and therefore you have agreed that there does not need to be a new policy now.

We have queried whether or not the indemnity provider has been advised of any proposals to develop or redevelop or change the use of the Property and confirmation that it is accepted that part of the Property is let on a lease in respect of offices and the Borrower's solicitors say that there have been no changes or redevelopment at the Property at this date. Therefore, the

policy will cover the current use, but will not cover the position if the use is changed in accordance with the Section 106 Agreement referred to above.

Signed by:

Signature:

A handwritten signature in black ink that reads "Nick Vaughan". The signature is written in a cursive style with a comma at the end.

Name: Nick Vaughan

Position: Senior LLP Partner

authorised to sign for and on behalf of **Paris Smith LLP**

Date: 5 December 2017