REPORT ON TITLE

REFINANCE – DUAL REPRESENTATION

TO	Proplend Security Limited ("the **Lender**")
FROM	enact Conveyancing Limited
BORROWER	Beta Circle Limited Registered Office Address: Pyramid House, 954 High Road, London, England, N12 9RT
COMPANY NUMBER (if appropriate)	08566432
PROPERTY	797 London Road, Thornton Heath CR7 6AW
IS BORROWER THE SAME AS OWNER?	Yes
FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner): Not applicable	N/A
Advance Amount	£664,000

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:	SY65010
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 plan to the title for the Property ("the **Title Plan**") ~~(or in the case of a Property that is not registered, a plan)~~ showing the Property **edged red. The Title Plan** accords with the plan attached to the Valuation. *NB: The Property does not include that*

land shown edged and numbered green on the Title Plan and there is a slight discrepancy between the Title Plan and the Valuation plan.

d. The Property is registered in the name of the Borrower.

e. We confirm that the only material **Restrictive Covenants** which affect the Property are set out in the attached Schedule.

f. We confirm that the only material **Adverse Interests/Rights** 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 unless otherwise disclosed in the attached Schedule.

h. The Borrower **will not** be in sole possession of the Property.

i. The Lender will obtain a **First Legal Charge** over the Property.

J The Property has the benefit of the material **Rights Benefitting** referred to in the attached Schedule as revealed by the title to the Property.

2. **SEARCHES:** We confirm we hold:-

a. Clear Land Registry Priority Search giving the Lender 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 Legal Mortgage revealing no Entries which might adversely affect the Lender's security.~~ N/A No Search Indemnity in place

c. Clear Bankruptcy Search(es) giving priority beyond the date of completion against ~~the guarantor and~~ the directors of the Borrower.

All other appropriate searches have been carried out and, save as referred to below, reveal no entries adverse to the Lender's security.

3. **VALUATION:**
We have read the Valuation Survey Report dated **02.04.15** prepared by **Cluttons** as reconfirmed/amended by a letter dated 08.08.18 ("**Valuation**") a copy of which has been supplied to us and we confirm that:-

a. there are no discrepancies between the Valuation, the title documentation and the results of our searches save as disclosed in the attached Schedule

b. we are satisfied that the Lender will obtain a legal mortgage over the whole of the land shown edged red on the Title Plan and

c. ~~we are satisfied that the use confirmed in the Valuation as **commercial offices** accords with the planning permissions revealed by such searches or alternatively the use is established by way of long user.~~ *Cannot verify as Local Search not obtained and relying on no search indemnity.*

d. a copy of this Report has been sent to the valuer for confirmation that the contents do not have an adverse impact on the Valuation.

4. **PURCHASE CONTRACT:**
   a. Purchase Price: £N/A
      ii. Property: £N/A
      iii. Fixtures and Fittings: £N/A

5. **SECURITY DOCUMENTATION:**

The following security documentation has been properly executed and witnessed (where required) and certified copies are held by ourselves. The originals are held by the Borrower's solicitors.

a. Legal Mortgage	The Legal Mortgage will be dated upon completion
b. Debenture	The Debenture will be dated upon completion
c. Guarantee	N/A
d Board Resolution	The Resolution will be dated before 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 we shall use the same only to forward funds to the Borrower to effect the refinance of the Property by the Borrower.

As agreed with the Borrower, we shall deduct our fees and disbursements from the Advance Amount before forwarding the balance to the Borrower to complete the refinance.

Following completion of the refinance of the Property and registration of the Lender's Legal Mortgage, we will forward to you the updated title together with any necessary supporting documentation.

We understand that you require 7 working days notice for release of the Advance Amount to us.

Our banking details are:

Account Name	enact Conveyancing Limited
Account Number	57131910
Bank	National Westminster Bank plc
Branch	Leeds City Centre
Sorting Code No	60 60 05
Completion date	12.09.18

SCHEDULE

RESTRICTIVE COVENANTS

No material covenants.

ADVERSE INTERESTS/RIGHTS

1 **Occupational Interests**

(a) The Property is subject to both **short term and long term Leases** to occupy offices The material terms are summarised in the Lease Schedule below.

(b) Companies House Searches against the corporate tenants reveal that all are "active". Kennedy Scott Ltd has a proposal to strike off, we have informed the Borrower.

(c) The Borrower has confirmed:

- All rents have been paid up to date.
- Full deposits are held where stated in the Lease Schedule.
- The same tenants occupy the individual offices as confirmed in the Lease Schedule.
- There are no existing disputes with the tenants.

In respect of charging and collection of VAT on the rents, we have been provided with copies of:

- an option to tax dated 16.04.14 addressed to Borrower for the Property and
- the VAT Registration Certificate for the Borrower.

(d) The Borrower has supplied a copy of a **Car Parking Licence** and the material terms are summarised below. You will note from the Lease Schedule that Commercial Collection Services Ltd ("**CCS**") occupy parts of the Property pursuant to four 5 year term leases.

Date	09.01.12
Parties	Murnane O'Shea International Ltd (1) ("**Murnane**") to CCS
Location	X2 Spaces at 797 London Rd – edged red *[NB: No copy plan has been supplied]* no 18 and 22 for use in conjunction with offices which CCS occupy on 4th and 5th Floor *NB: The location of the spaces can be changed on written notice by Murnane*
Fee	£400 plus VAT pa paid by equal quarterly payments in advance on quarter days as set out in the Leases that CCS occupy.
Repair and Maintenance Costs of parking space	Paid by CCS
Assignable/transferable	No
Determination	At any time by either party on not less than 3 months notice. The Licence ends automatically at the end of the Lease dated the same date between the same parties. Murnane can determine immediately by notice in writing if breach of the Licence is not remedied within 7 days of CCS being requested to do so.

2. Title Matters

(a) Charges to be redeemed on completion:

Date	Lender
01.10.15	Proplend Security Ltd

<u>Redemption mechanics: You are to confirm if the amounts due to you are to be redeemed internally with balance monies being sent to enact.</u>

(b) Rights and Covenants to which the Property is subject:

NB: The Borrower has confirmed that the rights to which the Property are subject do not have an adverse impact on the existing use as offices and so far as they are aware there have been no breach of the covenants on the title. No alterations have been made to the Property in the last 10 yrs requiring planning/building regulation consents.

(i) A 2014 Transfer of the Property for £1,350,000 between (1) City Concept Industries Ltd and (2) the Borrower contains purchaser's personal covenants.

There is a Schedule of Occupational Leases/Car Parking Licences to Enara and Pipeline Tube, however the Borrower has confirmed that these occupations have come to an end save for the Car Parking Licence to CCS and the material terms of this are summarised in paragraph 1 (d) above.

(ii) 1964 Lease of part No: 1 on the Title Plan to The South Eastern Electricity Board for 99 years from 1.08.63 to 2062 - Substation.

Lease Plan

Title Plan

- The Lease grants rights of way over the land shown tinted blue and tinted pink on the Title Plan and rights to lay maintain and use cables and appliances under the land marked No: 4 and tinted blue on the Title Plan. The Lessee's title is registered with Title No: SGL676657. The area demised to the Board is shown shaded pink on the extract of the Lease Plan above.

- The Board has rights of way over the land shaded blue and brown which falls within the curtilage of the Property.

- The Board can lay cables for electricity under the land coloured brown and yellow on the Lease Plan.

(iii) Parts of the Property are subject to the Leases detailed in the Schedule of Notices of Leases below. Certain leases grant exclusive use of parking spaces. The Property is subject to such rights of way for ingress and egress and user of communal lavatories as are granted by the Leases specified in the Schedule of Notices of Leases.

Schedule of Notices of Leases

No	Property	Date	Term	Title
1	797 London Road First Floor Offices and Parking Spaces *NB: This lease should be removed from the Title and the corresponding title SGL666031 closed down as it has been superseeded by the new 5 yr Will Drafters Lease dated 15.03.17 referred to in the Schedule below.* ***The Borrower has been advised to request that the tenant attend to this.***	23.05.05	10 yrs from 23.5.05	SGL666031
2	Rooftop Communications Site 9320 *NB: A summary of the material terms is set out in para (iv) below*	21.01.11	10 years from and including 21.1.11	SGL721336
3	797 London Rd Part 5th Floor (larger) *NB: See Sec 24 below of the Lease Schedule for a summary of the material terms.*	09.01.12	5 yrs from 09.01.12	*The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law*
4	797 London Road (Fourth Floor) *As above*	09.01.12	5 yrs from 09.01.12	As above
5	797 London Road (Fourth Floor) *As above*	09.01.12	5 yrs from 09.01.12	As above
6	797 London Road (Fourth Floor) *As above*	09.01.12	5 yrs from 09.01.12	As above
7	Roof Space, 797 London Road *NB: A summary of the material terms are set out in para (v).*	28.03.18	28.03.18 ending on and including 27.03.2048	

(iv) Parts of the Property are subject to the rights granted by a Lease of a **rooftop communications site** referred to in the Schedule of Notices of Leases above. The material terms are summarised below:

Date	21.01.2011
Parties	Murnane (**Landlord**) Telefonica O2 UK Ltd
Premises	Communications Site ("**CS**") - Cell Suite No 9320 on the rooftop at 797 London Rd shown edged red on the plan extracted below:
Term	10yrs - 2021
Rent	£14k pa Review Dates 5th anniversary of the Term (2016) ***NB: We have queried with the Borrower as to whether this review took place and the Borrower has confirmed that no more rent is being paid as AP Wireless gave Beta Circle a lump sum payment in return for future income streams.***
Repair	Tenant to keep the Equipment in a good and safe state of repair and condition
Dealings	Tenant has the right to assign, let or otherwise part with possession of the whole or any part (with the prior written consent of the Landlord not to be unreasonably withheld or delayed). Right without consent to deal to any Associated Company of the Tenant
Forfeiture	• Rent unpaid 14 days after due • Material breach of covenant • Tenant insolvency
Tenant Rights	Of Access along the route shaded brown To install and maintain the Equipment. To connect to the Landlord's electricity supply. Use a separately metered supply.

(v) Parts of the Property are subject to rights granted by a Lease of the **roof space** referred to in the Schedule of Notices of Leases above. The material terms are summarised below:

Date	28.03.18
Parties	Beta Circle Ltd **(Landlord)** AP Wireless II (UK) Ltd **(Tenant)** *NB: Above is active at Companies House as at 10.09.18*
Under Tenant	Tenants of existing leases: 19.02.10 EE Lease *NB: The Borrower has confirmed that this Lease is one of the same as the T Mobile and Hutchinson 3G Ltd Lease dated 19.02.2010, the material terms of which are set out in para vi below.* 21.01.11 Telefonica Lease

Premises	Roof Space at 797 London Rd on the Building shown edged red on the plan extracted below:
Premium	**£360k together with VAT**
Building	797 London Rd – Title No: SY65010
Term	30 yrs from 28.03.18 to 27.03.2048
Rent P.A.	A peppercorn if demanded payable on each anniversary of the date of the Lease
Liability Cap	The Landlord's liability to the Tenant under this Lease shall not in any event exceed £442,902.26 ("**Cap**").
Use	Provision and or operation of electronic communications networks and electronic communications services
Insurance	Landlord insures the Building
Repair	Tenant to enforce repairing liabilities of any Under Tenant. If an Under Tenant fails to keep the Property in good and substantial repair and condition or there is no Under Tenant then the Tenant shall do so itself.
Dealings	**Assign whole or part or charge:** Permitted provided the Tenant notifies the Landlord in writing of the identity of the assignee. **Underlettings of whole/part:** Permitted on following terms If the underlease is to a party who is a party to an Existing Lease and/or a Group Company of a party to an Existing Lease, the Tenant shall not require the consent of the Landlord provided that the terms of the underlease contain covenants and provisions benefiting the Landlord which are consistent with and import obligations that are no less beneficial to the Landlord (but consistent at all times with the contents of the Code) than those in the relevant Existing Lease and that each such underlease shall contain rights as required by the terms of the Lease: (a) a right for the landlord of the underlease to request that the Undertenant relocate their Equipment, in terms the same as those in clause 19 of the lease; (b) a right for the landlord of the underlease to terminate that underlease should such relocation not be possible; and (c) use all reasonable endeavours to include a right for the landlord to terminate such underlease in the event that the Landlord exercises its right under clause 19.7 of the Lease. The Tenant cannot grant an underlease to a Third Party Operator without the consent of the Landlord, not to be unreasonably withheld or delayed, but for the avoidance of doubt the Landlord's refusal to consent shall be deemed to be reasonable in circumstances where the underlease does not meet the requirements of clause 10.2.1 as to the terms required to be included in an underlease;

	The number of underleases granted must not exceed two. If an underlease requires the consent of the Landlord, the Tenant shall be responsible for the reasonable and proper professional costs incurred by the Landlord in giving consent. Within 5 working days of any dealing, the Tenant to give the Landlord written notice with a certified copy of any document effecting the dealing and pay the Landlord not less than £75.
Forfeiture	• Tenant on 1 months notice in writing on the Landlord at any time. • Tenant Insolvency. • Tenant fails to comply with its obligations; and does not rectify within a reasonable period (but in any event not less than 6 months) of written notice being served on the Tenant and any mortgagee or underlessee of whom the Landlord has notice, specifying such failure and the remedial action to be taken; then the Landlord may forfeit the Lease.
Relocation	Landlord's rights to relocate Equipment if intention for Planning Permission for redevelopment of the Building ("**Landlord's Works**"). Landlord to give 18mths prior written notice of the Landlord's intention to carry out the Landlord's Works. If the parties fail to agree a suitable alternative location the Landlord can terminate the Lease at any time on or after 5th anniversary of the date of the Lease ("**Termination Date**") on not less than 18 mths notice in writing to the Tenant. On the Termination Date. On the Termination Date, the Lease shall terminate and, the Landlord shall pay to the Tenant an option premium calculated as per the below:

Year of Term	Option premium (£)
Year 5	412,682.29
Year 6	418,467.51
Year 7	424,998.04
Year 8	430,350.28
Year 9	433,384.23
Year 10	436,747.29
Year 11	438,668.25
Year 12	440,676.36
Year 13	442,902.26
Year 14	439,934.26
Year 15	436,764.76
Year 16	433,130.99
Year 17	426,812.22
Year 18	419,808.02
Year 19	408,322.33
Year 20	392,981.66
Year 21	375,976.90
Year 22	357,127.55

	Year 23 333,602.44 Year 24 303,025.94 Year 25 269,132.62 Year 26 228,598.03 Year 27 183,710.19 Year 28 133,907.34 Year 29 70,398.26 Year 30 0.00
Tenant Rights	To use the Common Parts for access to and egress from the Property and the public highway and to access and read electricity meters. At the Tenant's cost to: install in the Common Parts and the Building (if necessary and such installation is unavoidable and the route of such a supply being as reasonably specified by the Tenant and approved in writing by the Landlord) such electricity cables and equipment (approved by the Landlord) to supply electricity and telecommunications data to and from the Equipment; and access those cables and equipment (on reasonable notice to the Landlord, save in emergency) to inspect, repair and maintain them. With the Landlord's prior consent (not to be unreasonably withheld or delayed) the right at the Tenant's cost to use and to connect into the Landlord's Service Media. To the supply of electricity to the Property. To install Equipment on the Property and to keep retain operate repair add to maintain adjust alter substitute replace renew upgrade and inspect the Equipment provided any adjustment alteration replacement renewal upgrade or installation which has more than a minimal effect on the appearance of the Building shall require the consent of the Landlord (not to be unreasonably withheld or delayed). To operate on the Common Parts in a position as the Landlord approves (not to be unreasonably withheld or delayed) a back up power generator with sockets and cables or with the Landlord's consent (not to be unreasonably withheld or delayed) connect to the Landlord's standby generator subject to the Tenant reimbursing the Landlord the cost of all fuel used by such generator as a result of the Tenant's use of such a generator. Tenant to use reasonable endeavours to ensure that any generator noise is kept to a minimum and does not interfere with the use and enjoyment of any other occupier of the Building.
Costs	Tenant pays charges for supply and consumption of Utilities to the Premises.
Alterations	Structural: Not without consent Non Structural: Permitted
Excluded 1954 Act	Yes *NB: Copy Notice and Statutory Declaration provided*

(vi) The above Lease makes reference to a Lease dated 19.02.10 and the Borrower has supplied a copy, the material terms are set out below:

Date	19.02.10
Parties	Murnane O'Shea International Ltd and T-Mobile (UK) Ltd and Hutchinson 3G UK Ltd
Premises	Rooftop Lease 797 London Rd as shown edged red
Land	797 London Rd
Term	10 yrs from and including 19.02.10 due to expire in 2020
Break	Tenant at any time before 2nd anniversary on not less than 6 mths notice Tenant on 5th anniversary on not less than 6 mths notice. Tenant on service of notice if Landlord in breach of obligations. Tenant if its Licence is ended on prior written notice.
Use	Provision and or operation electronic communications networks or such other use as may be approved by the Landlord (such approval not to be unreasonably withheld or delayed)
Rent	£14k pa subject to review every third anniversary of the Term to Open Market Rent
Tenant Covenants	Obtain planning permission, complete Works in a proper manner and making good damage caused and to remove the apparatus at the end of the Lease. Maintain the Apparatus and Premises in a good and safe state of repair and condition.
Landlord's covenants	To maintain the parts of the Land over which the Tenants have rights in good and substantial repair and condition.
Tenant rights	Execute Works Maintain the Works. Install Apparatus. Connect into electricity supply of the Landlord and install a check meter. Install back up generator. Free passage of electric.
Dealings	Assign/Underlet whole/part: Yes to Group Company without Landlord consent Assign/underlet whole: With written consent of the Landlord (not to be unreasonably withheld or delayed) Share occupation: Yes provided no landlord and Tenant relationship
Forfeiture	Rent unpaid 30 days after due Breach of covenant Tenant insolvency
Excluded Landlord and Tenant Act 1954	Yes – Notice and statutory declaration provided.

(c) **Price Paid**

- The price stated to have been paid on 09.06.14 for the Property was £1,350,000.

- Valuation: £2,275,000

NB: The Lender should ensure that it is comfortable that the transaction in 2014 was not at an undervalue given the difference in price paid in 2014 compared to the Valuation in 2015.

3. **Searches**

Date	Search	Material Matters Revealed
/	**Local**	Not requested. No search indemnity insurance to be placed on risk on completion for the Advance Amount. *NB: The Valuation confirms:* ***(a) Planning:*** *14/03611/GPDO 797 London Rd, 28/10/14 Permitted Change of use of from offices (B1a) to residential use (C3) - 71 flats* *The Property has planning permission for the conversion of the office accommodation to provide 60 studio apartments and 11 one bed apartments, arranged over the ground to fifth floors. The apartments range in size from 25-28 sq m (269-301 sq ft) for the studio apartments and 37-39 sq m (398-420 sq ft) for the one bedroom apartments.* *14/04975/P 797 London Rd 27/01/15 Permitted External alterations to include installation of panels to facades and replacement of windows and doors* ***(b) Access**: London Road is understood to be adopted. The Valuation assume full and unequivocal rights of pedestrian and vehicular access are available to the property from this highway.* *The main access into the property is from London Road, leading through to an entrance lobby, comprising a concierge desk, bicycle store, stairwell and passenger lift to the upper floors. Further cycle storage rooms are provided in the basement.* ***(c) Conservation Area**: Not listed nor situated within such an area.*
/	**Water**	Not requested. No search indemnity insurance to be placed on risk on completion for the Advance Amount. *NB: The Valuation confirms that the Property is connected to all the main services, including electricity, gas and water*
28.08.18	**Environmental**	This reveals an "Acceptable Risk – Low-Moderate". There is a moderate potential for natural ground instability. *The Valuation confirms: Assume that no contamination or deleterious materials exist to be sufficient to affect our opinions of value. However, we would stress that should this assumption prove to be incorrect, the values reported herein may be reduced.*
	Chancel	N/A
09.08.18	**Company**	Beta Circle Ltd **Director**: Daniel Selby

		Shareholders: Daniel Selby Purpose: Other business support service activities not elsewhere classified **Charges**: 1. Proplend Security Ltd dated 01.10.15 -797 London Road 2. Proplend Security Ltd dated 01.10.15 -797 London Road ***We will remove these following completion as a new Legal Charge and Debenture will be registered against the title to the Property and at Companies House.***
29.08.18	**SIMR**	SY65010 Freehold - Beta Circle Ltd SGL666031 Leasehold - Old Will Drafters Lease to be closed down SGL676657 Leasehold - Electricity Substation Lease SGL721336 Leasehold - Telefonica 02 UK Limited SGL791269 Leasehold - Roof space lease
10.09.18 (expiry-28.09.18)	**Bankruptcy**	Daniel Selby as sole director and shareholder
10.09.18 (expiry 19.10.18)	**Priority**	In favour of Proplend Security Limited

RIGHTS BENEFITTING

OTHER

1. Buildings Insurance

Insurer	Property	Sum Insured	Reinstatement confirmed in Valuation	Insured	Policy Number	Expiry	Excess
AXA	797 London Road	£6,270,167	£4,350,000	Beta Circle Ltd	RG BDX 6900990B ETA02	30.01.19	Flood £250 All other £250 Subsidence £1k

NB: The Policy Schedule notes your interest.

2. FRA/Asbestos/AA/EPC

(a) Asbestos

The Borrower has supplied a copy of an Asbestos Report dated 06.11.17 for Beta Circle:

Positive locations:

Insp.No.	Location	Description	Material	MA	Recommendations
17	Sixth floor, 70, Wall, Downpipes	Downpipes labelled, no sign of obvious damage noted in previous survey.	Cement.	4	Manage
18	Sixth floor, 76, Lift mechanism, Brake shoe	Brake shoe presumed as unable to safely isolate lift during visit.	Composite.	4	Manage

"*Manage*" we would recommend that a written programme be arranged for regular re-inspection of the materials, including the frequency of re-inspections. We would recommend that the re-inspections should be carried out **at least** every 12 months and the programme be updated accordingly. The point of the re-inspection is to monitor the condition of the material to ensure that there has not been undue damage

or deterioration. If Excess damage has been caused then remediation work may be required.

NB: The Borrower has confirmed that the recommendations have been complied with as the two issues identified are being managed.

The valuer has confirmed in an email dated 29.08.18 that the contents of the asbestos report do not have an adverse impact on the Valuation.

(b) Access Audit

An Access Audit (also known as a DDA audit, Disability Discrimination Act Audit or Disabled Access Audit) is an assessment of a building, an environment or a service against best-practice standards to benchmark its accessibility to disabled people.

Under the Equality Act 2010 (and the DDA before it) there is a duty for service providers to 'anticipate' potential barriers to access. Whilst there is no explicit statutory requirement to undertake access audits, it is rather difficult to anticipate and remove barriers without a structured assessment to identify them in the first place.

NB: The Borrower has confirmed that this will be obtained in the future if this is required in either the annual health and safety report or the Fire Risk Report or any of the other safety reports.

(c) FRA

The Borrower has supplied a copy of a Fire Risk Assessment for the Property dated 28.06.18 prepared for the Borrower. It confirms:

Risk to life from fire at this building is: "Tolerable Risk". This means that there are no major additional controls required. However, there may be a need for consideration of improvements that involve minor or limited cost.

There are High, Medium and Low risk recommendations contained within the report.

NB: The Borrower has confirmed that the above recommendations have been complied with.

(d) EPC

D81

3. ID

Daniel Selby – Copy passport and Council Tax Bill – Certified copies held

4. Valuation Points

- Not reviewed the leases and assumes they are on acceptable full repairing and insuring terms. *NB: See the Lease Schedule below.*
- Not seen current service charge details, and assume a service charge rate of £6.50 psf, pa. *NB: See the schedule of leases below.*
- MV: £2,275,000
- Reviewed an updated Tenancy Schedule:
    - Current gross rent is circa £293,033 pa, plus service charge.
    - At the time of the original report the aggregate gross rent was circa £139,000 pa as per the extract below:

Floor	Tenant	Floor Area (sq ft)	Lease Expiry	Rent p.a
Ground	Vacant	4,740		
Part 1st	Will Drafters Ltd	2,550	01/05/15	£19,125
Part 1st	Premier GB Trading Ltd	550	Licence	£5,440
Part 1st	Vacant	400		
Part 2nd	Pipeline Tube & Casing Ltd	1,150	22/11/15	£9,200
Part 2nd	MiHomeCare	1,710	05/05/16	£16,245
Part 2nd	Vacant	870		
3rd	Vacant	4,040		
Part 4th	Commercial Collections Services Ltd	2,256	08/01/17	£18,396
Part 4th	Commercial Collections Services Ltd	1,387	08/01/17	£11,303
Part 5th	Commercial Collections Services Ltd	1,938	08/01/17	£15,974
Part 5th	Commercial Collections Services Ltd	1,736	08/01/17	£14,164
Roof	T Mobile		18/02/20	£14,000
Roof	Telefonica		23/01/21	£14,000
Car Park	Various		Licences	£400
Aggregate Rent				£139,238

- MV was based on a Residual Appraisal for the proposed scheme of conversion to 71 residential units. Confirm that the residual value of the building will not have fallen below that reported in 2015.

- VP: Not available until 2017. ***NB: See the Schedule of Leases below as some tenants have security of tenure.***

- Use: Detached 1960s office building arranged over ground and 5 upper floors.

  The Borrower has confirmed Office Use for 4 yrs+

- Externally, there is car parking for 28 cars, laid out at the front, rear and to the left of the block. Entrance into the building is through glazed double doors, operated by a phone entry system, leading into a tiled entrance hall.

- The building is set back from London Rd and provides office accommodation arranged over ground and five upper floors, with structurally open plan layouts and with each floor being served by a 6 person passenger lift and a central communal staircase.

TITLE PLAN

VALUATION PLAN

NB: There is a slight boundary discrepancy between the title and valuation plan, however, the valuer has confirmed in an email dated 29.08.18 that this does not impact on his valuation.

Signed by	
Signature **Name:**	Sarah Louise Creasey
Position:	Solicitor – Head of Commercial Property Finance
authorised to sign for and on behalf of:	enact Conveyancing Limited
Date	11 September 2018

LEASE SCHEDULE

Leases 1-21 below are in a similar format with the following provisions:

- Landlord: Beta Circle Ltd
- Property: 797 London Rd
- Tenants "active" at Companies House: Kennedy Scott Ltd has an active proposal to strike off
- The Leases exclude structural and external parts
- No separate Rent Deposit Deeds in place
- Permitted Use: Office Class B1
- To keep the Premises in good and substantial repair and condition *
- Not to make any alterations or additions to the Premises without the prior written consent of the Landlord
- Not to assign underlet share part with possession of or charge or mortgage in any way or hold on trust the whole or any part of the Premises.
- Rent is payable on 1st of each month without deduction or set off

Leases 22-23 are in a similar form with the following provisions

- Rent is paid pa without deduction or set off
- Well and substantially repair, cleanse and maintain **
- Permitted Use: Office Class B1
- Dealings: Not to
  - Assign or underlet part only,
  - Assign or transfer the whole without: AGA, Licence to assign, guarantor, rent deposit deed,
  - Part with or share possession of any part save to group company,
  - Demise, underlet or part with or share possession (except by assignment) of the Premises and
  - Underlet the whole without the written licence and if required acceptable guarantors
- Insurance: Landlord subject to % contribution by the Tenant
- Material rights granted:
  - Of way over common areas and Building
  - Of services
  - Use of two Car Parking Spaces

Leases 24-27 are in a similar form with the following provisions

- Rent is paid pa without deduction or set off
- Permitted Use: Office Class B1
- Dealings: Not to
  - Assign or underlet or part with possession of part only.
  - Not without the previous consent in writing of the Landlord to assign, underlet or part with possession of the whole of the Demised Premises The Landlord can request on assignment: AGA, Guarantors, Rent Deposit, Deed of Covenant

- Before underletting Tenant to enter into a covenant with the Landlord
- Tenant can share occupation of the whole or part – provided no landlord and tenant relationship shall be created.

- Material rights granted:
  - Of way over common areas of the Building
  - Of services

NB: The grant of the rights in the above x4 leases have not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so do not operate at law

5th Floor
Larger Unit has rights: To park 3 vehicles in the Car Park in the spaces numbered 15,16 and 17
Smaller Unit has rights: To park 2 vehicles in the Car Park in the spaces numbered 6 & 7

4th Floor
Larger Unit has rights: To park 3 vehicles in the Car Park in the spaces numbered 1,2 and 3
Smaller Unit has rights: To park 2 vehicles in the Car Park in the spaces numbered 4 and 5

	Date	Tenant	Office	Deposit	Rent	Term	Guarantor	Forfeiture	Repair & Condition	Alterations	LL option to determine on written notice	Excluded L&T Act Copy notice and stat dec seen.	Plan
1	20.11.17	Solaris Lighting Ltd	5th Office Unit on left hand side GRD Floor	£1620 (£450 plus VAT *3 mths)	£465 plus VAT pcm **£5580 plus VAT pa**	01.12.17 to 30.11.18	Tito Brahmbhatt	Rent unpaid 7 days after due. Breach of Lease. Insolvency.	*	Not without Prior written consent of the Landlord	1 mth	Yes	
2	03.09.18	Excel Energy Solutions Ltd	Unit one on left hand side Third Floor	£1,080 (£450 *2mths plus VAT)	£465 plus VAT pcm **£5580 plus VAT pa**	01.09.18 to 28.02.19	Miss Kanwai Suleman	As above	*	As above	2 mths	Yes	

3	20.03.18	London Graduate School (LGS UK) Ltd	3rd Office Unit on right hand side, Grd Floor	£2160 (£1800+VAT)	£625 pcm plus VAT plus the use of one parking space for £75 plus VAT per cm (Total £700 plus VAT) **£8400 plus VAT pa**	20.03.18 to 28.02.19	Muhammed Naeem Aziz	As above	*	As above	2 mths	Yes	
4	20.03.18	Team A5 Support Ltd	5th Office Unit on left hand side 3rd Floor	£1080	£450 plus VAT pcm Plus x1 allocated parking space for £37.50 plus VAT pcm total rent £585 incl VAT **£5,850 plus VAT pa**	20.03.18 to 28.02.19	Ifeoma Agwuncha	As above	*	As above	1 mth	Yes	
5	26.10.17	Crystal Private Hire Cars Ltd	Unit 6 on the left hand side, Grd Floor	£1080 (£450 plus VAT *2mth)	£450 plus VAT pcm **£5400 plus VAT pa**	01.11.17 to 31.10.18	Md Abdul Muttalib Chowdhury	As above	*	As above	1 mth	Yes	
6	16.11.17	Zaheer Ahmad	3rd & 4th office units on left hand side 2nd Floor	£2040	£870plus VAT pcm Use of x1 parking space allocated for £50 plus VAT pcm. Total £1104 **Side Letter dated 01.04.18 confirms reduced rent from 01.04.18 £600 pm plus VAT**	01.12.17 t o 30.11.18	N/A	As above	*	As above	2 mths	Yes	

					£7200 plus VAT pa								
7	24.08.18	Curepharm UK Ltd T/A Cure Pharmacy	2nd Office Unit on right hand side 1st floor	£1440	£400 plus VAT pcm **£4800 plus VAT pa**	01.09.18 to 31.08.19	Saada Suleiman	As above	*	As above	3 mths written notice	Yes	
8	23.11.17	All Eat App Network Technology Limited	1st Office unit on right hand side, 2nd foor	£2880	£1200 plus VAT pcm. 1 mth re free from 01.12.to 31.12.17 **£14,400 plus VAT pa**	01.12.17 to 30.11.18	Ruiyou Lin	As above	*	As above	2 mths	Yes -	
9	26.10.17	Deluxe Services Limited	4th Office Unit on left hand side Grd floor	£1080	£450 plus VAT pcm **£5400 plus VAT pa**	01.11.17 to 31.10.18	Shamsher Singh Goraya	As above	*	As above	2 mths	Yes	
10	27.11.17	Ability to Change (charity)	Unit 1 right hand side 1st floor	£1680	£700 plus VAT pcm **£8400 plus VAT pa**	01.12.17 to 30.11.18	None	As above	*	As above	2 mths	Yes	
11	01.06.18	Spaver Ltd- now known as GT Incentive Consultants Ltd	2nd Office Unit on left hand side Ground Floor	£1080	£450 plus VAT pcm **£5400 plus VAT pa**	18.06.18 to 31.12.18	Shams Tabreiz	As above	*	As above	1 mth	Yes	

12	07.06.18	Morphic Furniture Designs Ltd	1st office unit on right hand side Grd Floor	£1530	£425 plus VAT pcm **£5100 plus VAT pa**	01.07.18 to 31.12.18	Cedric Giles Anderson	As above	*	As above	3 mths	Yes	
13	09.10.17	Reni Care Personnel Ltd	Unit One left hand side, Grd Floor	£1020	£425 plus VAT pcm **£5100 plus VAT pa**	01.11.17 to 31.10.18	Idayat Ogunsanwo	As above	*	As above	2 mths	Yes	
14	18.12.17	Kennedy Scott Ltd **NB: Active proposal to strike off at Co Ho as at 29.08.18**	3rd Floor and 4th Floor Office Unit on right hand side 1st Floor	£1320	£575 plus VAT pcm Plus use of one allocated parking space for £75 plus VAT pcm **£7800 plus VAT pa**	01.01.18 to 31.12.18	N/A	As above	*	As above	12mths	Yes	
15	24.03.17	Step Ahead Services Ltd	Unit1 on right hand side, third floor	£4860	£1350 plus VAT **£16,200 plus VAT pa**	**3yrs** 10.04.17 to 31.03.20	Delores Coombs	As above	*	As above	12 mths	Yes	

16	05.02.18	My Accident Claims Management Ltd	Unit 1A on right hand side 1st floor	£240	£200 plus VAT pcm and use of internet at £10 plus VAT pcm **£2,520 plus VAT pa**	01.02.18 to 31.01.19	Mohammed Butt	As above	*	As above	1 mth	Yes	
17	11.06.18	Huji Clothing Ltd	2nd Office unit on right hand side Grd Floor	£1080	£450 plus VAT pcm **£5400 plus VAT pa**	11.06.18 to 31.12.18	Yuriko Usui	As above	*	As above	2mths	Yes	
18	11.06.18	Silas Chidolue Ogbonna	Front office, Grd Floor	£2400 plus VAT	£875 plus VAT plus x1 allocated parking space for £40 plus VAT **£10,980 plus VAT pa**	01.07.18 to 30.06.19	N/A	As above	*	As above	3 mths	Yes	
19	19.07.18	Prime Car Rentals Ltd	2nd office unit on left hand side 2nd floor	£1080	£450 plus VAT pcm plus £50 plus VAT for x2 CPS **£6,000 plus VAT pa**	19.07.18 to 30.06.19	Waqas Ahmad	As above	*	As above	2 mths	Yes	
20	24.08.18	Team A5 Ltd	Unit 6 and 7 on left hand side 3rd floor	£1980	£825 plus VAT pcm **£9,900 plus VAT pa**	01.09.18 to 31.08.19	Ifeoma Agwuncha	As above	*	As above	2 mths	Yes	
21	28.09.17	Residentia Icity Ltd	3rd Office unit on left hand side Grd Floor	£1080	£470 pcm plus VAT **£5640 plus VAT pa**	01.10.17 to 30.09.18	Javier Hidalgo Garcia	As above	*	As above	2 mths	Yes	

Total Rents £149,850 pa

	Date	Tenant	Premises	Service Charge	Rent	Term	Guarantors	Forfeiture	Repair & Condition	Alterations	Right to break	Excluded L&T Act Copy notice and stat dec seen.	Plan
22	**15.03.17 NB: This is a new lease as the one the valuer previously commented on was dated 10.07.15 and rental was £19,125**	Will Drafters Ltd	1st Floor front office	A fair proportion of outgoings	£35,065 pa to and inc 28.02.17 and **£37,000 from and incl 01.03.17** equal quarterly payments in advance	**5yrs** 01.01.17 to 28.02.2022	Michelle Annette Hanover and David Stuart Crossland	Rent unpaid 14 days, breach of covenant Tenant insolvency	** Schedule of condition attached to the lease	Not without the prior written consent of the Landlord	Landlord and Tenant right on or after 18 mths from the date of the lease on not less than 12 mths notice.	Yes	
23	06.09.16	Mihomecare Ltd	2nd Floor Front Offices	8.103% Buildings Insurance Premium	01.09.16 to 31.08.17 **£42,750** 01.09.17 to 31.08.18 **£44,033** 01.09.18 to 31.08.19 **£45,353** 01.09.19 to 31.08.2020 **£46,714**	**5yrs** 01.09.16 to 31.08.2021	N/A	As above	**	A above	Tenant: 3rd or 4th anniversary on not less than 12 mths notice Landlord: At any time on not less than 12 mths written notice	Yes	

					01.09.2020 to 31.08.2021 **£48,116**								

Total Rents: £81,033pa

	Date	Tenant	Premises	Service Charge	Rent	Term	Guarantors	Forfeiture	Repair & Condition	Alterations	Right to Break	Excluded L&T Act Copy notice and stat dec seen.	Plan
24	09.01.12	Murnane O'Shea International Ltd (**Landlord**) and Commercial Collection Services Limited (**Tenant**)	Part 5th Floor (Larger)	**Insurance-Landlord** Fair proportion calculated by reference to the proportion which the net floor area of the premises bears to the net lettable floor space of the building which the Landlord shall pay by way premium for keeping the Building Insured. **Service Charge** The proportion which the net floor area of	10.03.11 **£15,794 pa** subject to review and in acc with the 4th Sched by equal quarterly payments in advance Rent review on 08.01.17 on not more than 12 or less than 6 months notice before the Review Date to the fair rack rental market value	**5 yrs** 09.01.12 to 08.01.17 **Tenant is holding over**	N/A	Rents unpaid for 21 days Breach of covenants Tenant insolvency	Well and substantially repair, cleanse and maintain	As above	Tenants Right on 09.01.15 on 6 mths notice	**No, the Tenant has security of tenure**	

				the Premises bears to the net lettable space in the Building of the Total Expenditure. Interim Charge £9,013.34 pa plus VAT 4 equal payments in advance 01.01,01.04,01.07 and 01.10									
25	As above	As above	Part 5th Floor (Smaller)	**Insurance Landlord** As above **Service Charge** As above Interim Charge £6,689.09 pa plus VAT	10.03.11 **£14,164 pa** subject to review and in acc with 4th Sch by equal quarterly payments in advance Rent review on 08.01.17 on not more than 12 or less than 6 months notice before the Review Date to the fair rack rental market value	As above	N/A	As above	As above	As above	As above	As above	

26	As above	As above	Part 4th Floor (larger space)	**Insurance Landlord** As above **Service Charge** As above Interim Charge £8,907.33 pa plus VAT	10.03.11 **£20,888 pa** subject to review and in acc with the 4th Sch by equal quarterly payments in advance Rent review on 08.01.17 on not more than 12 or less than 6 months notice before the Review Date to the fair rack rental market value	As above	N/A	As above	As above	As above	As above	As above	

27	As above	As above	Part 4th Floor (smaller space)	**Insurance Landlord** As above **Service Charge** As above Interim Charge £6821.59 pa plus VAT	10.03.11 **£11,304 pa** subject to review and in acc with the 4th Sched by equal quarterly payments in advance Rent review on 08.01.17 on not more than 12 or less than 6 months notice before the Review Date to the fair rack rental market value	As above	N/A	As above	As above	As above	As above	As above	
Total Rents: £62,150 pa													
Grand Total Rents: £293,033pa													