

REPORT ON TITLE

REFINANCE – DUAL REPRESENTATION



TO	Proplend Security Limited ("the Lender ")
FROM	enact Conveyancing Limited
BORROWER	The Liverpool Pizza Slice Company Limited Registered Office Address: 118 Aigburth Road, Liverpool, England, L17 7BP
COMPANY NUMBER (if appropriate)	09376472
PROPERTY	166a and 166b Aigburth Road L17 7BR and 2 Dalmeny Street, Liverpool, L17 9PA
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	£305,000 <i>NB: New facility to repay existing facility from November 2017.</i>

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:	MS413137
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.
- 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 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 director 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 **31.08.2017** prepared by **Keppie Massie Surveyors & Property Consultant ("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 | N/A- Debenture confirmed to be already in place |
| c. Guarantee | This will be dated on completion. £60,000 Guarantee |
| 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	<u>To be agreed with you.</u>

SCHEDULE

RESTRICTIVE COVENANTS

1. A 1906 Conveyance between (1) J.H Roberts and D.T Roberts (the **Vendors**) (2) William Owen Thomas (**Builder**) and (3) E.W Price (**Purchaser**) (**1906 Conveyance**) contains the following Restrictive covenants which bind the Property:

No building to be used for any Manufactory of Vitriol Glass Copper Brass Iron or any other Mineral or any Acid or Alkali or other Chemical operation or Chemical work which shall produce any Smoke or disagreeable smell or for the purpose of carrying on the trade or business of a Melter of Fat Fustian Dresser Pipe Maker Tallow Chandler Soap Boiler Tanner Skinner Currier Curer of Herrings Lime Burner Innkeeper Victualler Vintner Public House Keeper or Beerhouse Keeper or the storing of Petroleum or other oil or any other Trade Manufactory Business or Employment whatsoever which shall or may be deemed a public or private nuisance annoyance or inconvenience to the public or the neighbourhood and no Intoxicating or Excisable Liquor shall be sold upon the land or in any building thereon and no Court of Houses Slaughter House Inn or Brass Forge or Foundry Fire Steam or other Engine shall be erected upon the land or any part and no Cellar under any Building erected shall be used for habitation separately from such building.

2. A 1905 Conveyance between (1) Robert Cain and Sons Ltd and (2) J H Roberts and DT Roberts contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

*You have supplied a copy of a draft indemnity policy with Legal & Contingency for a limit of indemnity of £500,000. This states the insured as "Liverpool Pizza Slice Limited", however, this should be amended to Liverpool Pizza Slice Company Limited. **We would advise you to obtain a copy of the policy that was actually placed on risk to check the insured name.***

The Borrower has confirmed that so far as they are aware there has been no breach of the covenants on the title.

ADVERSE INTERESTS/RIGHTS

1 **Occupational Interests**

- (a) The Property is subject to an Occupational Lease and two Assured Shorthold Tenancies ("**ASTs**") and the material terms are summarised in the two Reports annexed below.
- (b) The Borrower has confirmed:
- All rents have been paid up to date.
 - Deposits held have been returned to the tenants.
 - The same tenants occupy the residential and commercial unit as confirmed in the reports.
 - There are no existing disputes.

2. **Title Matters**

- (a) **Charges to be redeemed on completion:**

Date	Lender
17.11.17	Proplend Security Ltd – Legal Charge –To be repaid on completion
17.11.17	Proplend Security Ltd – Debenture – To remain in place

Please advise the completion mechanics i.e. will you redeem existing lending internally and enact request that the Borrower place us in funds for fees and disbursements before completion?

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

The Borrower has confirmed that any rights to which the Property are subject do not have an adverse impact on the existing use and so far as he is aware there have been no breach of the covenants on the title.

- (i) The 1906 Conveyance contains the following provisions: "the wall on the north westerly side.....is hereby declared to be a party wall"

(c) Price Paid / Market Value

- The value as at 15 September 2015 was stated to be between £100,001 and £200,000
- Valuation: MV: £700k

NB: We have queried with the Borrower as to why there is a £500k change in value. The Borrower has confirmed that there was a substantial refurbishment hence the change to value. The Lender should satisfy itself that it is comfortable with the change to value and that the original transaction was not a transfer at an undervalue. A copy of this Report is being sent to the valuer for comment.

3. Searches

The Lender has advised that no search indemnity can be placed on risk on completion and that full searches are not required given that the Property is already in charge to the Lender. We will place on risk a policy with First Title for the Advance Amount to protect the Lender against adverse matters that may have been revealed had a Local, Coal Mining or Water Search been carried out.

Date	Search	Material Matters Revealed
	Local	<p>Not requested. No search indemnity insurance to be placed on risk on completion for the Advance Amount.</p> <p>The Valuation confirms:</p> <p>Planning: <i>There are no comments in the Valuation.</i> Enact have checked the planning portal which reveals:</p> <ul style="list-style-type: none">• App Ref B15750 166A Aigburth Rd to convert shops with dwelling accommodation into lock up shops with 2 flats over.• App Ref: 12F/2477 166A Aigburth Rd change of use from a café to café/hot food takeaway (A3/A5) (opening 1000-2200 hours) install extraction flue within chimney and install new shop front – 14.12.12 <p><i>NB: The Borrower has advised that the Property has been used as a shop for 6 years and apartments for 6 years.</i></p> <p>Access: The Property is situated fronting Aigburth Rd at its junction with Dalmeny St.</p> <p>Externally the Property is pavement fronted. There is a small enclosed yard to the rear of the Property which is covered with timber decking and is utilised by the flat at 166B Aigburth Rd.</p> <p>We understand that Aigburth Rd and Dalmeny St are made up and adopted highways.</p>
	Water	<p>Not requested. No search indemnity insurance to be placed on risk on completion for the Advance Amount.</p>

		<i>NB: Valuation confirms: We understand that all mains services are connected to the Property</i>
	Environmental	You have confirmed that you do not require this to be requested as you are relying on a previous search.
	Chancel	N/A
	Company	The Liverpool Pizza Slice Company Limited Director: James Matthew Berridge Shareholders: James Matthew Berridge Purpose: 56103 Takeaway food shops and mobile food stands Charges: 17.11.17 Proplend Security Limited x 2 1. Proplend Security Ltd dated 01.10.15 -797 London Rd 2. Proplend Security Ltd dated 01.10.15 -797 London Rd <u>The accounts were overdue, however these have since been submitted.</u> <u>We will remove these following completion as a new Legal Charge and Debenture will be registered at Companies House.</u>
Dated 01.10.18 19.10.18 (expiry)	Bankruptcy	Mathew Berridge-James as sole director and shareholder
01.10.18 09.11.18	Priority	In favour of Proplend Security Limited
03.09.18	SIMR	MS413137 Freehold

OTHER

1. Buildings Insurance

Insurer	Property	Sum Insured	Reinstatement confirmed in Valuation	Insured	Policy No	Expiry	Excess
Allianz Insurance PLC	166A Aigburth Road, and 17166b Aigburth Road L17 7BR and 2 Dalmeny Street, Liverpool, L17 9PA	Buildings: £828,000 Loss of Rent: 36 mths £120k	£475k	The Liverpool Pizza Slice Company Limited	TULP OXO1 06121 8	22.08.19	£1k subsidence £250 all other losses

Your interest has been endorsed on the policy.

2. FRA/Asbestos/AA/EPC

(a) Asbestos

NB: The valuation confirms: We would recommend that the Bank's Solicitors verify, in accordance with the Control of Asbestos at Work Regulations 2006, that a suitable Asbestos Survey has been undertaken. A necessary register should be made available to your Solicitors, as well as an appropriate risk management plan.

We have requested a copy of an asbestos report from the Borrower, the Borrower has only been able to supply a copy of a bulk analysis certificate dated 16.05.14 for 166b Aigburth Road, Liverpool which has identified Chrysotile in a grey fragment. We are not qualified to interpret this Certificate.

We have been supplied with a copy of an Asbestos Report dated 10.09.18 for 166A/B Aigburth Rd, which confirms that no asbestos containing materials were identified during the course of the survey.

(b) Access Audit

Access Audit: The Equality Act 2010 maintains the duties previously imposed by the Disability Discrimination Acts of 1995 and 2005 ("the Acts") which impose a legal obligation on owners, landlord, business occupiers "Duty Holders" to obtain an Access Audit to identify hazards and obstruction that could limit/prohibit access to services at the Property and to make any reasonable alterations to improve access for the disabled. Failure to comply with the requirements may lead to costly litigation and enforcement action in respect of building control.

The Lender should note the valuer's comments:

"We have assumed that unless indicated to the contrary, the property complies with the Equality Act 2010 in respect of the ground floor only. We have not undertaken any enquiries of the occupier as to whether a Disability Access Order has been undertaken. We believe that the Subject Property does not comply as there is stair access only on between floors."

The Borrower has completed an Access Audit Checklist which we have sent to you. We would advise that a copy is sent to the valuer for confirmation that the contents do not have an adverse impact on the valuation.

(c) Fire Risk Assessment ("FRA")

The Borrower has supplied copies of two FRA's dated 11.09.18

- (i) The Pizza Slice – 166 Aigburth Liverpool L17 7BR

The risk of fire in this building would be classified as normal due to the current fire safety measures in place, type and construction of the building. We would recommend a review is carried out annually with a full fire risk assessment carried out every two years.

The Borrower has confirmed that the recommendations detailed in part 7 will be actioned within the timescales stated.

- (ii) Flats A&B – 166 Aigburth Road Liverpool L17 7BR

The risk of fire in this building would be classified as normal due to the current fire safety measures in place, type and construction of the building. We recommend that that a review is carried out by a competent person, every year and a full inspection is carried out every 3 years or following any material alterations in the use of or internal layout the building.

The Borrower has confirmed that the recommendations detailed in part 6 will be actioned within the timescales stated.

(d) EPC

The valuer reports as follows

We have undertaken a search via the EPC Register and have identified the following assessments. We have not undertaken EPC assessment as part of this instruction and therefore the following information should be considered as a guide and not a current assessment:

Property	Band - Rating	Potential - Rating
ROOMS AT 166A, AIGBURTH ROAD, LIVERPOOL L17 7BR	Band C (69-80) -73	Band C (69-80) -76
ROOMS AT 166B, AIGBURTH ROAD, LIVERPOOL L17 7BR	Band E (39-54) -53	Band C (69-80) -78

NB: We have obtained copies of both EPCs and the Properties assessed are Flat 166a Aigburth (Top Floor Flat) and 166b Aigburth (Mid Floor Flat).

There also appears to be an EPC for a Flat 1, 166 Aigburth mid floor flat assessed at D61.

2 Dalmeny Street – Top Floor Flat is assessed at – E53

NB: We have queried with the Borrower if he holds an EPC for the commercial unit and he has confirmed that he does not. You have confirmed that an EPC must be in place within 2 months of completion and any recommendations complied with to bring the rating up to a grade E or above. We hold an undertaking from the Borrower to this effect.

There is a legal requirement for an EPC to be in place when you rent out or sell premises. The Lender should note the valuer's comments:

"We are aware of the proposed changes outlined within the Energy Act 2011 effective from April 2018 that propose to make be unlawful to rent out a residential or business premise that does not reach a minimum energy efficiency standard (EPC rating "E")."

There is therefore a risk that if an EPC was completed and it did not achieve at least an E rating that the current letting is unlawful and that improvements may need to be made to bring the commercial element up to an E rating at currently an unknown cost.

3. ID Held for:

Mathew Berridge-James- List A ID: **We hold a certified copy of the directors Passport and List B ID has not been supplied, the director has only been able to supply a copy of an RBS statement for the period to 31.08.18 for the Middlefield Farm address.**

4. Valuation Points

- MV: £700k
- MR: £69,200
- Reinstatement £475
- 3 storey, plus attic and basement, end terrace Victorian mixed use premises providing:
 - **Commercial:** GF and basement commercial shop, pizza takeaway shop with basement prep area and storage. Internally the accommodation provides a Customer waiting and dining area and rear kitchen with stairwell to the basement. At basement level there is food preparation area, staff WC and further stores/staff area. Externally windows are provided via a double glazed shop front with electronic security roller shutters.
 - **Residential:** 11 beds (NB: split 6 in x1 flat and x5 in another) -2 self-contained flats each let to students providing five bedrooms with shared living

accommodation. Access to the residential accommodation is self-contained with access to both units from the side of the premises.

Flat 166A provides a GF entrance with stairwell to upper floor where the accommodation is laid out over the top two floors. At 3rd floor the accommodation provides a kitchen/living room, central corridor and 3 bedrooms with the 4th floor providing 2 bedrooms and bathroom together with a separate area consisting of a further bedroom and bathroom. In total the apartment provides **6 bedrooms**.

Flat 166B is set out over the GF and 1st Floor levels. At GF the accommodation includes a kitchen/living room with access to an enclosed yard whilst at 1st Floor there are **5 bedrooms** and a shared bathroom.

- Freehold subject to tenancies.
 - The valuer has seen a copy of the Commercial Occupational Lease which assumes that the Lease is excluded, **however, if the valuer did not have sight of the notice and declaration then this cannot be confirmed.**
 - The valuer was provided with a schedule of tenancies for the residential accommodation, however, he noted that the agreements expired on 24.06.17 and that new tenancies were in place at rents of £62,400pa. He recommends that the solicitor has sight of the agreements.

5. Lender Points

- A small retail / pizza fast food unit with 2 residential units above let as a HMO.

Commercial: Storey, plus attic and basement, end terrace Victorian mixed-use premises Ground floor and basement commercial. The commercial unit is let to a pizza takeaway for £14,400 p.a. with the lease running to Feb. 2022 with no breaks. **NB: See Lease Report below as this Lease is considered to be defective and we consider that the Tenant will have security of tenure.**

Residential: 2 self-contained flats each let to students providing 5 bedrooms with shared living accommodation. The flats are let as a HMO on ASTs for £51,600 p.a. The total rental income is therefore £66k p.a. - slightly under-rented compared to the valuer's MRV of £69,200 p.a. The Property is currently let to 11 tenants. **NB: See AST below as this confirms that the Property is only currently let to x6 Students at a total rent of £ £2,340 pm incl bills = £28,080 pa**

The Valuation states: HMO: In April 2015, Liverpool City Council introduced a Landlord Licensing Scheme requiring all private landlords in the City to register for a 5-year licence for each of their rented properties. We have undertaken a search via the Liverpool City Council website and noted no applications listed on the HMO or Landlord Licensing Register. We have not had sight of any Licence for the Subject Property and have assumed that there are no breaches or pending action against the premises. The residential is arranged over three levels and is occupied by five persons per dwelling on this basis a HMO licence may be required. We would propose that you verify the position of this application with your solicitor.

NB: A search of the HMO register reveals that 166A Aigburth Road, Liverpool L17 7BR has been granted a HMO Licence.

The Borrower has supplied a copy of a Licence for **6 people** addressed to: **"Address Properties Limited"** for **166A** Aigburth Road. The licence is dated 18.01.18 and expires on 18.01.2019

We have raised the above with the Borrower and he has advised: *"I can't find this, the previous solicitor has a copy. Address properties manage a lot of my properties and they applied for this on my behalf. I assure you the property has a legitimate HMO."*

The Council have confirmed in an email dated 11.09.18:

"Finally we have established that the property is over 2 floors so a selective licence will be required. If Liverpool Pizza Slice Limited are to be the licence holder then there is no requirement to pay the £50 for the fit and proper check as this will have been paid via your HMO application for 166a Aigburth Road. The selective licence will be run until 31st March 2020. In October we will begin the process of pass-porting the selective licences over to the new HMO scheme. I can confirm there will be no charge for this."

We have been provided with a copy of a letter from the Council dated 26.09.18 enclosing a notice of a proposal to grant a selective licence for 166b. The actual Licence will only be granted after 21 days from the date of the notice.

You should advise if you require the actual licence to be in place before completion of the Advance or whether you are comfortable to proceed without the actual licence being in place.

TITLE PLAN



VALUATION PLAN



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:	01.10.2018

OCCUPATIONAL LEASE REPORT

The Lease is not very well drafted and there are many errors, it may be that the Borrower has attempted to draft this themselves.

It is not in an acceptable format as an institutional lease. The Lease used is more appropriate for a long term headlease not as a short term occupational lease at a rent. We note that the vauer has already seen a copy of the Lease.

We have been supplied with a copy of the Lease Report previously supplied by Paris Smith. enact requested a copy given the inadequate drafting of the Lease and the fact that this Lease was in place prior to the grant of the existing Legal Mortgage to the Lender. The Paris Smith Lease Report states that there should be an acknowledgement from the Landlord and the tenant that the Lease is inadequate and needs varying. We would strongly advise that this is attended to before completion. The Lease Report appears to be incomplete in its recommendations in respect of the defective Lease.

We understand that the Lender is aware that the Lease is defective and it does not require an institutionally acceptable form of Lease to be put into place. We further understand that the Lender is aware that the Lease has not been contracted out of the 1954 Act and therefore the Tenant has security of tenure at the end of the term.

Property	<ul style="list-style-type: none"> • 166 Aigburth Road shown edged red on the Plan NB: There is no plan attached to the Lease, the Borrower has marked up a separate plan to indicate the commercial area that is leased as show shaded yellow on the plan extracted below:  <ul style="list-style-type: none"> • Defined in Schedule 1 as 166 Aigburth road including the inner half (severed vertically) of any party walls dividing the Property from any other property. • All Service Media within and exclusively serving the Property. • Landlord's fixtures and fittings • Equipment • Additions and improvements.
Date	20.02.16
Original parties	(1) Liverpool Pizza Slice – NB: This should state “The Liverpool Pizza Slice Company Limited” – albeit the company number is correct. (2) Selcuk Munur Irfan NB: <i>The Borrower has confirmed that this is the current occupier.</i>
Title	MS413137
Title Guarantee	The Lease has not had the square brackets removed and therefore it states: The Landlord lets the Property with [full OR limited] title guarantee.
Term, commencement date and expiry date	6 yrs is stated in LR6 the prescribed lease clauses. The definition of “Contractual Term” is a term of yrs beginning on, and including the date of this Lease and ending on, and including 20.02.16. This is obviously an error as it should state 20.02 2022. “Term” is defined as the Contractual Term [and statutory continuation of this lease]. If the Lease has been excluded from the 1954 Act then the wording in square brackets should have been removed.

Letting Document contracted out of the LTA 1954 ("Act")	<p>The Lease purports to contract out the Act but there is no evidence by way of a copy statutory declaration or notice to support this. The Tenant will therefore have security of tenure at the end of the Term.</p> <p><i>NB: The Borrower has confirmed that notice was not served and a statutory declaration was not entered into.</i></p>
Rent	<p>LR7 of the Prescribed Lease clauses states that a premium has been paid but we believe that this is an error and that this is the rent as it states £1200 pcm.</p> <p>There is a definition of "Premium" again in clause 1.1 which states £1200 pcm again we believe this is an error and that this is instead the rent payable.</p> <p>£1200pcm payable on 20th day of each month</p> <p>£14,400 pa until 20.02.22</p> <p>Rent Payment Date: 20th of each month</p> <p>There is a requirement to pay VAT on the rent. <i>NB: The Borrower has confirmed that the Property has not been opted to tax and VAT is not charged on the rent.</i></p> <p>The Interest on Late Payments Clause states that if any Rent or other payment due under this Lease and not paid within [NUMBER] days following the date it is due. No figure is stated.</p>
Permitted use and any restrictions on use	<p>Take – away food shops and mobile food stands</p>
Repair and decoration	<p>To keep the Property in good repair and condition</p> <p>Service Media kept in good working order.</p> <p>As often as necessary and at least every three years and in the last year of the term to decorate the exterior.</p> <p>Interior decoration: Lease is silent.</p> <p>Repairs and Maintenance to structure: Lease is silent.</p>
Insurance	<p>Tenant to insure in joint names of the Tenant and the Landlord for the Reinstatement [Cost OR Value]</p> <p>Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage and any other risks which the Tenant [reasonably] decides to insure against from time to time.</p> <p>Reinstatement: This is stated as [Cost Or Value] – None of the square brackets have been removed so this is unclear.</p> <p><u>NB: This is not usual as it would usually be for the landlord to insure and recoup back part of the costs from the tenant plus this will only cover the commercial part of the Property. Check not double insured</u></p>
Alterations	<p>External/ Structural: Prohibited without the consent of the Landlord such consent not to be unreasonably withheld or delayed.</p> <p>Internal/Non structural: Prohibited without the consent of the Landlord such consent not to be unreasonably withheld or delayed.</p> <p><i>NB: It is usual for there to be an absolute prohibition on structural/external alterations for an occupational short Lease.</i></p>
Alienation	<p>Assign or charge part only: Prohibited</p> <p>Not to assign the whole of the Lease without the prior written consent of the Landlord not to be unreasonably withheld or delayed.</p>

	<p>Landlord can give consent to an assignment subject to any reasonable condition. No specific conditions are stated.</p> <p>Not to underlet the whole or any part without the prior written consent of the Landlord not to be unreasonably withheld or delayed.</p> <p>Not to charge the whole of the Lease without the previous written consent of the landlord.</p> <p>The tenant can share occupation with a group company as long as no landlord and tenant relationship is created.</p> <p>Except as expressly permitted by the Lease the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of the Lease or the Property or hold the Lease on trust for any person.</p>
Common Items	Tenant to pay the Landlord a fair proportion of all costs payable for maintenance, repair, lighting, cleaning and renewal of all Service Media or other items capable of being used by the Property in common with other property.
Tenant rights	<p>To change the:</p> <ul style="list-style-type: none"> • design and equipment • name of the unit • style of food and cuisine
Forfeiture	<ul style="list-style-type: none"> • Rent unpaid 21 days after due • Breach of covenant. <p><u>There is no clause permitting the Landlord to end the Lease on insolvency of the Tenant which is usual in an occupational Lease.</u></p>

AST REPORT

NB:

The Borrower has been advised that any further ASTs entered into must be granted by the Borrower and not in the name of the individual director.

The Borrower has provided two letters to the tenants of the two properties which confirm that all deposits have been or are in the process of being returned to the tenants.

X 6 occupants 166A

Date	23.07.18
Property	166A Aigburth Road, Liverpool L17 7BR
Parties	<p>(1) Matthew Berridge James <u>NB: This should have been granted by Liverpool Pizza Slice Limited and therefore we consider that the AST has not been validly granted.</u></p> <p>(2) G Hamilton, M Brennan, J Mciver, M Pearson, A Stanaway and R Backhouse.</p>
Within Housing Act 1988 as amended by Part III	Yes

of the Housing Act 1996	
Deposit	<p>£1200 Deposit – The AST confirms that the Deposit will be paid into a Tenancy Deposit Scheme</p> <p><i>NB: A search of the register did not reveal a Tenancy Deposit Scheme Certificate and the Borrower has confirmed that the Deposit has not been protected.</i></p>
Term	<p>12 months</p> <p><i>NB: The AST is not clear as to the start date but the move in date is 01.08.18 and therefore we consider that the end date is 31.07.19.</i></p>
Rent	<p>£2,400 pm incl bills = £28,800 pa</p> <p>Bills are stated to be £2400pa</p> <p>In advance in monthly instalments to be paid on or before 25th of the previous month by standing order by standing order to ensure all payments are cleared in full by 1st of month</p>
Use	Residential Dwelling
Ending the Tenancy	After the Fixed Term has ended – 1 months written notice

X 5 occupants 166B

Date	11.07.18
Property	166B Aigburth Road, Liverpool L17 7BR
Parties	<p>(1) Matthew Berridge James <u>NB: This should have been granted by Liverpool Pizza Slice Limited and therefore we consider that the AST has not been validly granted.</u></p> <p>(2) H Ashton, L Metcalf, A Spencer-Jones, L Hunter & C Brookes</p>
Within Housing Act 1988 as amended by Part III of the Housing Act 1996	Yes

Deposit	<p>£1000 Deposit – The AST confirms that the Deposit will be paid into a Tenancy Deposit Scheme</p> <p><i>NB: A search of the register did not reveal a Tenancy Deposit Scheme Certificate and the Borrower has confirmed that the Deposit has not been protected.</i></p>
Term	<p>12 months</p> <p><i>NB: The AST is not clear as to the start date but the move in date is 01.08.18 and therefore we consider that the end date is 31.07.19.</i></p>
Rent	<p>£2,000 pm incl bills = £24,000pa</p> <p>Bills are stated to be £2400pa</p> <p>In advance in monthly instalments to be paid on or before 25th of the previous month by standing order by standing order to ensure all payments are cleared in full by 1st of month</p>
Use	Residential Dwelling
Ending the Tenancy	After the Fixed Term has ended – 1 months written notice