

REPORT ON TITLE



PURCHASE/AUCTION – DUAL REPRESENTATION

TO	Proplend Security Limited ("the Lender ")
FROM	enact Conveyancing Limited
BORROWER	Sixwestroad Limited
COMPANY NUMBER (if appropriate)	11599463
PROPERTY	6 West Road, Reigate RH2 7JT
IS BORROWER THE SAME AS OWNER?	Yes - Sixwestroad Limited
FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner): Not applicable	N/A
Advance Amount	£285,000

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:	SY845323
Class of title (if registered):	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 seller being Utting Estates Limited ("**Seller**").

- 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 attached Schedule.
- g. No person other than the Seller has an equitable or overriding interest in the Property.
- 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.
- 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 09.10.18 prepared by London's Surveyors and Valuers Limited ("**Valuation**") and confirm that:-

- a. there are no discrepancies between the Valuation, the title documentation and the results of our searches save as detailed in this Report
- 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 a **detached 3 storey building comprising of a ground floor lock up shop with upper two floor maisonette (Use Class A1 and C3)** accords with the planning permissions revealed by such searches or alternatively the use is established by way of long user.
- 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: £410,000
 - ii. Property: £ as above
 - iii. Fixtures and Fittings: £no seperate price stated.

NB: There is no contract as such given it is an auction we are going straight to transfer.

5. SECURITY DOCUMENTATION:

The following security documentation has been properly executed and witnessed (where required) and originals are held by ourselves:

- a. Legal Mortgage The Legal Mortgage will be dated upon completion
- b. Debenture The Debenture will be dated upon completion
- c. Guarantee The Guarantee will be dated upon completion - A Joint and Several Guarantee limited to the sum of £266,500 is to be taken. The Guarantors are Nezvat Muslu and Deniz Muslu
- 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 Seller's conveyancer to effect the purchase 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 Seller's solicitor to complete the purchase.

Following completion we will register the Borrower as the owner of the Property and the Lender's Legal Mortgage as a first legal charge, any necessary supporting documentation, and any title documents that are received will be sent to you as required following completion of registration.

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	Tuesday 16th October 2018

SCHEDULE

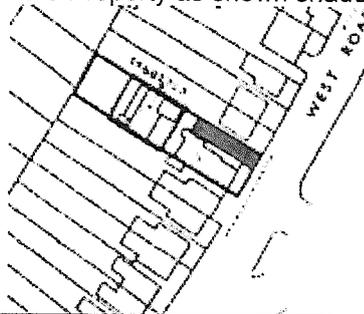
RESTRICTIVE COVENANTS

See Title Matters at Paragraph 2 below.

ADVERSE INTERESTS/RIGHTS

1. Occupational Interests

- (a) The ground floor and cellar to the Property are subject to a commercial Occupational Lease and the material terms are summarised in the Occupational Lease Schedule attached.
- (b) We understand that the 3 bed flat above the commercial unit is vacant.
- (c) We have been supplied with a copy of a Deed of Grant of Easement dated 18.01.07 and the material terms are summarised below. This provides that the owners and occupiers of No 8 West Road have a right of way over the side access which adjoins the boundaries of the Property as shown shaded blue on the plan extracted below.

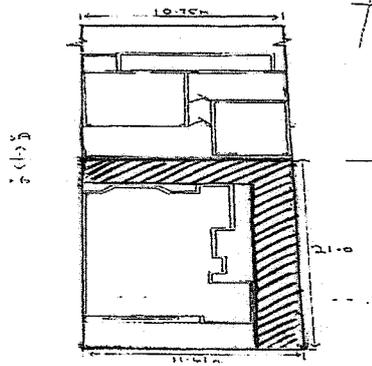


Date	18.01.07
Parties	Utting Estates Limited (Grantor) and Irene Elizabeth Martha Pilch (Grantee)
Grantor's Land	SY602676 – 6 West Rd
Grantee's Land	SY562051 – 8 West Rd
Rights Granted	For the Grantee and their successors the owners and occupiers for the time being of No 8 West Road (in common with the Grantor and all others having the like right) at all times to pass to or from 8 West Road over the part of the Roadway shown shaded blue with or without vehicles for all purposes connected with the residential use and enjoyment 8 West Road.
Grantee Covenants	At their own cost and expense at all times contribute on demand by the Grantor or its successors a fair and proper proportion together with the other users of the Roadway of the cost and expense of keeping the Roadway in good and proper repair and condition
Grantor Covenants	To keep the Roadway in good repair and condition

2. Title Matters

NB: There are no legal charges on the Title.

- (a) By a 1998 Transfer of 6a West Road (to the rear of No 6) between Utting Estates Ltd (**Transferor**) and Dum Ltd (**Transferee**) of 6a (shown edged green on the plan extracted below), the property has the benefit of rights reserved but is subject to rights granted:



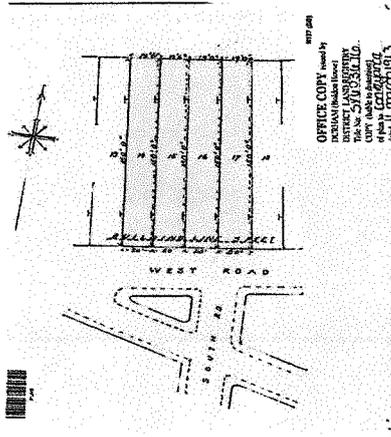
- The Transfer notes that Services and Service Media intended to be used in common shall be repaired and maintained at the fair and proportionate expense of the owners of the land entitled to use the same.
- **Transferee Rights for the benefit of 6a:**
 - o For the benefit of the land edged green to pass with or without normal domestic vehicles along the area hatched red. **NB: The land hatched red falls outside the boundaries of the Property and ownership of that land is retained by the Seller.**
- **Transferee Covenants:**
 - o To on demand from the Transferor contribute a reasonable proportion of all costs and expenses of keeping the said road in good and proper repair and condition and well and sufficiently drained.

NB: The Seller's solicitor has confirmed in respect of contributions, that there have been none to date:

"..Not to date as our client currently owns 6 West Road and the accessway and there has been no need for apportionment. Upon completion of the sale our client will retain ownership of the accessway and will expect contribution toward maintenance and repair to be apportioned on an appropriate basis."

- **Transferor Rights for the benefit of the Property:**
 - o To use Service Media within the Property and free passage of services to and from other parts of the Estate.
 - o To enter the Property on reasonable notice to maintain adjoining land or buildings and any Services or Service Media subject to making good any damage caused.
- (b) A 1913 Indenture between The Reigate Stock Share and Estates Company Ltd (**Vendor**) and William Hodge (**Purchaser**) of the Property and other land (shown shaded pink on the plan extracted below comprising of lots 14,15,16 and 17 (Sunnyside Estate) contains the following material matters summarised below:

NB: We believe that the Property comprises of lot 17 although it is not clear from the plan.



1.—The front Building Line is to be at the distance from the Road Boundary Line shown on the Plan, and except ordinary architectural projections, no erection or building or portion thereof is to project upon or overhang the space between the Building Line and the Road Boundary.

2.—Purchasers of Northern portions of the Estate adjoining Sunnyside are to for ever maintain along the whole of the Northern Boundary a close boarded Fence of the height of six feet.

3.—Every Purchaser is forthwith to make, and afterwards to maintain the Boundary Fences on the sides of his lot marked T within the Boundary Line. Road Boundary Fences and Division Fences between Building and Front Boundary to be not more than five feet high. The Fences behind Building Line to be good and sufficient.

4.—No portion of the land is to be used for the purpose of making a road.

5.—No building of any description is to be erected within fifty feet of the Northern Boundary of the Estate.

6.—Business premises may be erected facing West Road and Lesbourne Road, but the trade of an Innkeeper, Licensed Victualler, or Seller of Wines, Spirits, Ale, Stout, Beer, or any other Malt or Excisable Liquor of any kind in connection therewith shall not be exercised or carried on upon the property or any part thereof.

7.—Only detached or semi-detached houses shall be placed on the land, and these shall be of a minimum value of £250 if detached, or £450 for a pair. For the purpose of this stipulation the value of every house or building shall be taken to be the net first cost thereof in labour and material (exclusive of ornamental fittings) to be estimated at the lowest current prices.

8.—The roofs of all buildings are to be tiled.

9.—No sand or clay is to be dug for sale, and the land is not to be used for caravans or temporary buildings, and no brickmaking or noisome or offensive trade or manufacture is to be carried on thereon.

10.—The Conveyance to each Purchaser shall contain mutual covenants by the Vendors and Purchasers to observe the above Stipulations with a proviso limiting the personal liability to the period of ownership, but no Purchaser shall be entitled to see to the execution of the deed containing such covenant by any other Purchaser or to delay the completion of his purchase in respect thereof, or to require the production or any copy of or extract from, the conveyance to any other Purchaser.

The Seller is not aware of any breach of covenants.

(c) **Price Paid:** None on the title

3. Searches

Date	Search	Material Matters Revealed
04.07.18	Local	(i) Adopted Roads

WEST ROAD, LESBOURNE ROAD and SOUTH ROAD



The area shaded olive green appears to form part of the adopted highway.

(iii) Planning (PP) and building regulations (BR)

Date	Ref	Works
04/07/1979 PP	79P/0218	SINGLE STOREY SIDE EXTENSION TO PROVIDE COLD ROOM AND CUTTING AREA. 6 WEST ROAD, REIGATE
12/02/1980 PP	79P/0218/AP	THE INCLUSION OF A WINDOW IN THE EASTERN ELEVATION OF THE EXTENSION
BR Completion Certificate	15/06607/GASAFE	Flat Above 6 West Road Reigate Surrey RH2 7JT Install a gas-fired boiler No Decision to date. <u>NB: We have been supplied with a copy of a gas safety certificate for the boiler in the flat dated 01.08.17 and it states that the next check must be completed within 12 months.</u>

Our investigations have not revealed an express consent for the existing use of the Property. However, we understand that the Property has been used for the existing use for at least 12 years and no enforcement action has been taken by the planning authority.

The Seller's solicitor has confirmed that use as a butchers shop has been established since 1920s. They have confirmed that the residential use has been established since the Seller acquired the Property in 1998.

(iv) Community Infrastructure Levy (CIL) charging schedule

The Property is in an area where a Community Infrastructure Levy (CIL) charging schedule has been adopted

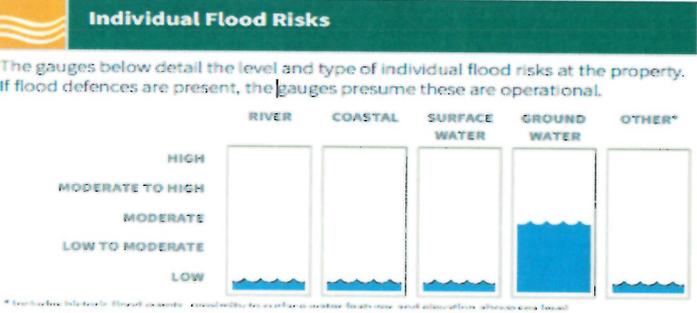
CIL is a charge on new buildings, above a certain size, that local planning authorities (LPA) may choose to set and which is designed to help fund local and sub-regional infrastructure identified in their development plans. CIL will be paid primarily by owners or developers of land that is developed and is based on a formula that relates the size and character of the development to the amount charged.

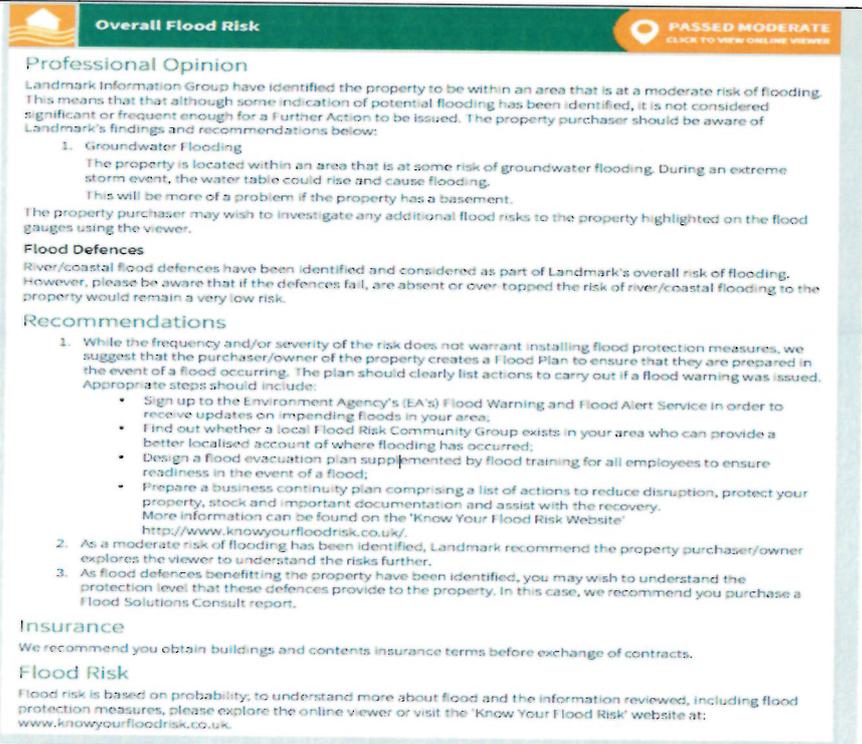
Unless the LPA has adopted the charging schedule by the time a planning permission is granted, there will be no liability to pay CIL. However, if a charging schedule is in place when planning permission is granted, a liability to pay CIL may arise when the development commences.

There is a CIL charging schedule and details of the schedule can be found at http://www.reigate-banstead.gov.uk/downloads/file/2343/cil_charging_schedule

03.07.18 Water Connected for mains water and foul water and drainage.

02.07.18 Environmental Energy & Infrastructure Screen: Identified

10.10.18	E&I	<div data-bbox="651 125 1551 293">  <p>Section 3a: Oil and Gas Exploration and Production</p> <p>Any areas to be explored for their energy potential by the oil & gas industry must be licensed by the Oil and Gas Authority. Such exploration includes areas subject to hydraulic fracturing ("fracking") investigation.</p> <table border="1"> <thead> <tr> <th>Question</th> <th>Response</th> </tr> </thead> <tbody> <tr> <td>Is the property within 4km of any licences or drilling wells that could indicate that onshore oil and gas exploration and production operations are or could happen in the area?</td> <td>Yes</td> </tr> </tbody> </table> </div> <p>The Energy and Infrastructure search reveals the following material matters:</p> <div data-bbox="651 353 1551 459">  <p>Oil and Gas Exploration IDENTIFIED</p> </div> <div data-bbox="651 495 1551 831">  <p>Oil and Gas Exploration</p> <p>The Site is in or within 4km of an area licensed by the Oil and Gas Authority(OGA) for the exploration of oil and gas. The presence of one or more of these licences does not mean that exploration or production will definitely happen. The company that holds the exploration licence may be able to provide more information about their plans to prospect for oil and gas in the local area. A lot of this information can be obtained by carrying out an internet search using the licence reference PEDL137 and operator name HORSE HILL DEVELOPMENTS LTD, MAGELLAN PETROLEUM (UK) LIMITED. Before any drilling activities can begin, the operator must first get planning permission. Contact Reigate And Banstead Borough Council to get details of any current planning applications near to your property.</p> <p>Current Exploration licences within 4km of your property</p> <table border="1"> <thead> <tr> <th>Map ID</th> <th>Exploration Licences</th> <th>Status</th> <th>Distance</th> </tr> </thead> <tbody> <tr> <td>1</td> <td> Licence: PEDL137 Type: Petroleum Exploration and Development Licence Licensee: HORSE HILL DEVELOPMENTS LTD, MAGELLAN PETROLEUM (UK) LIMITED Administrator: MAGELLAN PETROLEUM (UK) LIMITED </td> <td>-</td> <td>On Site N</td> </tr> </tbody> </table> </div>	Question	Response	Is the property within 4km of any licences or drilling wells that could indicate that onshore oil and gas exploration and production operations are or could happen in the area?	Yes	Map ID	Exploration Licences	Status	Distance	1	Licence: PEDL137 Type: Petroleum Exploration and Development Licence Licensee: HORSE HILL DEVELOPMENTS LTD, MAGELLAN PETROLEUM (UK) LIMITED Administrator: MAGELLAN PETROLEUM (UK) LIMITED	-	On Site N																								
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/	Chancel	Not obtained as no notice on the title and purchase is for value.																																				
11.10.18	SIM	<p>This reveals two title numbers of which we are aware:</p> <ul style="list-style-type: none"> • SY845323 Freehold • SY847186 Leasehold 																																				
02.07.18	Flood	<p><i>NB: The Seller has confirmed that they are not aware of any flooding since they have owned the Property.</i></p> <p>Although the property is in an area that is at some risk of flooding, considering the frequency and/or severity of the risk, the search provider is able to issue a 'Passed'. However, they have advised that it would be prudent for the property buyer to consider the recommendations detailed on page 1 of the search and visit the online viewer to explore the risks further.</p> <p>Are there existing river/coastal flood defences that have been identified and taken into account in our overall risk assessment? Yes</p> <div data-bbox="651 1335 1348 1648">  <p>Individual Flood Risks</p> <p>The gauges below detail the level and type of individual flood risks at the property. If flood defences are present, the gauges presume these are operational.</p> <table border="1"> <thead> <tr> <th></th> <th>RIVER</th> <th>COASTAL</th> <th>SURFACE WATER</th> <th>GROUND WATER</th> <th>OTHER*</th> </tr> </thead> <tbody> <tr> <td>HIGH</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MODERATE TO HIGH</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>MODERATE</td> <td></td> <td></td> <td></td> <td>MODERATE</td> <td></td> </tr> <tr> <td>LOW TO MODERATE</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>LOW</td> <td>LOW</td> <td>LOW</td> <td>LOW</td> <td></td> <td>LOW</td> </tr> </tbody> </table> <p><small>* Includes historic flood events associated to surface water features and elevation above sea level</small></p> </div>		RIVER	COASTAL	SURFACE WATER	GROUND WATER	OTHER*	HIGH						MODERATE TO HIGH						MODERATE				MODERATE		LOW TO MODERATE						LOW	LOW	LOW	LOW		LOW
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		 <p>Overall Flood Risk</p> <p>Professional Opinion</p> <p>Landmark Information Group have identified the property to be within an area that is at a moderate risk of flooding. This means that although some indication of potential flooding has been identified, it is not considered significant or frequent enough for a further action to be issued. The property purchaser should be aware of Landmark's findings and recommendations below:</p> <ol style="list-style-type: none"> Groundwater Flooding The property is located within an area that is at some risk of groundwater flooding. During an extreme storm event, the water table could rise and cause flooding. This will be more of a problem if the property has a basement. The property purchaser may wish to investigate any additional flood risks to the property highlighted on the flood gauges using the viewer. <p>Flood Defences River/coastal flood defences have been identified and considered as part of Landmark's overall risk of flooding. However, please be aware that if the defences fail, are absent or over-topped the risk of river/coastal flooding to the property would remain a very low risk.</p> <p>Recommendations</p> <ol style="list-style-type: none"> While the frequency and/or severity of the risk does not warrant installing flood protection measures, we suggest that the purchaser/owner of the property creates a Flood Plan to ensure that they are prepared in the event of a flood occurring. The plan should clearly list actions to carry out if a flood warning was issued. Appropriate steps should include: <ul style="list-style-type: none"> Sign up to the Environment Agency's (EA's) Flood Warning and Flood Alert Service in order to receive updates on impending floods in your area; Find out whether a local Flood Risk Community Group exists in your area who can provide a better localised account of where flooding has occurred; Design a flood evacuation plan supplemented by flood training for all employees to ensure readiness in the event of a flood; Prepare a business continuity plan comprising a list of actions to reduce disruption, protect your property, stock and important documentation and assist with the recovery. More information can be found on the 'Know Your Flood Risk Website' http://www.knowyourfloodrisk.co.uk/ As a moderate risk of flooding has been identified, Landmark recommend the property purchaser/owner explores the viewer to understand the risks further. As flood defences benefitting the property have been identified, you may wish to understand the protection level that these defences provide to the property. In this case, we recommend you purchase a Flood Solutions Consult report. <p>Insurance We recommend you obtain buildings and contents insurance terms before exchange of contracts.</p> <p>Flood Risk Flood risk is based on probability; to understand more about flood and the information reviewed, including flood protection measures, please explore the online viewer or visit the 'Know Your Flood Risk' website at: www.knowyourfloodrisk.co.uk.</p>
02.10.18	Company-Buyer	Sixwestroad Ltd Active Directors: Deniz Muslu Nevzat Muslu Charges: None
08.10.18	Company - Seller	Utting Estates Ltd Active
Date: 10.10.18 Expires: 30.10.18	Bankruptcy	Deniz Muslu Nevzat Muslu
Date: 10.10.18 Expires: 20.11.18	Priority	In favour of Proplend Security Ltd

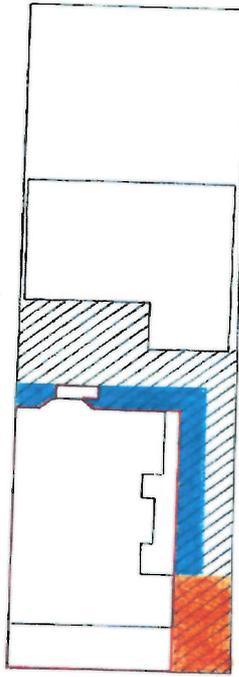
RIGHTS BENEFITTING

See Paragraph 2 above.

We have noted and raised with the Seller's solicitor that there are no rights of way granted/noted on the Title for the benefit of the Property for access to reach the side and rear of the Property. The Seller owns the accessway as it is registered with title number SY602676 and they have agreed to grant a Deed of Grant of Easement to the Borrower on completion.

A summary of the material terms of the Deed are extracted below:

Property known as
6 West Road Folgate RJ12 7TT



SCALE 1:20

Date	To be dated on completion
Parties	Utting Estates Limited (Grantor) and Sixwestroad Ltd (Grantee)
Grantor's Land	SY602676
Grantee's Land	SY845323
Rights Granted	<p>For the Grantee and their successors in title the owners and occupiers for the time being of the ground floor commercial shop at 6 West Road (in common with the Grantor and all others having the like right) at all times to pass to or from 6 West Road over the part of the Roadway shown coloured orange with or without vehicles (save that no vehicle shall be parked on the Roadway other than for loading and unloading of goods and equipment or stock) over the Roadway for all purposes connected with the commercial use and enjoyment of the ground floor shop at 6 West Road;</p> <p>For the Grantee and their successors in title the owners and occupiers for the time being of the first floor residential flat at 6 West Road (in common with the Grantor and all others having the like right) at all times to pass on foot only over and along the Roadway solely for the purpose of pedestrian access to and egress from the residential first floor flat at 6 West Road.</p>
Grantee Covenants	At their own cost and expense at all times contribute on demand by the Grantor or its successors in title a fair and proper proportion together with the other users of the Roadway of the cost and expense of keeping the Roadway in good and proper repair and condition
Grantor Covenants	To keep the Roadway in good repair and condition

OTHER

1. Buildings Insurance

Insurer	Property	Sum Insured	Reinstatement Figure confirmed in Valuation	Insured	Policy Number	Expiry
ABACUS	The Blue Cow, 6 West Road, Reigate, Surrey RH2 7JT	£550,000	£550,000	Sixwestroad Limited	B1921CT00 0060S	09.10.19

We have noted that the "Occupation" is noted as shops/butcher so we have advised the Borrower to ensure that the policy also covers the maisonette.

2. Fire Risk Assessment /Asbestos Report/Access Audit/Energy Performance Certificate

Date	Report	Contents
17.06.13	EPC –	We have been supplied with copies of x2 certificates: 1. 6 West Road- commercial: The rating is C74 – certificate expires 16.06.2023 2. 6 West Road - top floor maisonette: The rating is E48 <u>certificate expires 02.11.2018</u>
/	Fire Risk Assessment	The Seller does not hold a report. <u>We hold an undertaking addressed to you as agreed with you that the reports are to be undertaken within 1 month of completion and the works (if any) undertaken within 2 months of completion.</u>
/	Asbestos Report	<u>As above</u>
/	Access Audi	<u>As above</u>

3. ID Deniz Muslu and Nevzat Muslu (directors and shareholders)

We hold original certified copies of passports together with two credit card statements and a letter from a solicitor that they have personally known the directors for 5-6 years.

4. Valuation

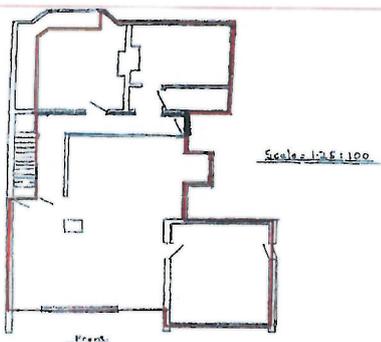
- MV: £410k
- Use: Detached 3 storey building as a ground floor lock up shop with upper two floor 3 bed maisonette
- Tenure: Freehold
- Constructed: 1910
- UPVC windows: No glazing certificates held for building regulations. We do not know when these were added.

- Access to maisonette from the rear: NB: See our comments on the Deed of Easement
- Shop access: From the front
- Flat vacant: Yes
- Can the flat be disposed off on a long lease is required? Enact response: yes.
- Tenancy:
 - 15 yrs
 - Rent £12,500pa
 - Landlord and Tenant Act: **The valuation confirms that the Lease is outside the act however this is incorrect as the tenant has security of tenure. The Valuer is aware and has confirmed that this does not impact on the valuation.**

OCCUPATIONAL LEASE

- The Lease is registered with Title No: SY847186
- The Seller's solicitor has confirmed in an email dated 08.10.18 that the flat above is vacant.
- The Seller has confirmed that the Property has not been opted to tax and therefore VAT is not payable on the rent.
- The Tenant is active at Companies House.
- The Seller has confirmed that rent has been paid up to date.
- CPSE 2 confirms that there are no disputes or breach of covenants.
- The Seller's solicitor has confirmed that they will serve a rent authority letter on completion so that the tenant is notified to pay rent to the Borrower in the future.

Lease Plan



Title Plan for Lease

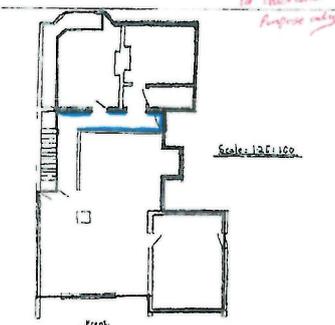


Premises	Ground Floor Shop of 6 West Road Reigate, Surrey "Premises" includes: The Building All additions and improvements Landlords fixtures and fittings Pipes in the Premises Walls and fences forming the boundaries
Date	10.09.13
Parties	Utting Estates Ltd (1) and The Blue Cow (Butchers) Ltd (2)

Current tenant	The Land Registry confirms that the Tenant is still The Blue Cow (Butchers) Ltd
Current guarantor	None
Adjoining Property	In which the Landlord has a freehold or leasehold interest.
Building	The building(s) now or at any time during the term erected on the whole or part of the Premises.
Office Covenants	As set out in the 3 rd Schedule
Other Building	Any building(s) erected on the whole/part of the Property.
Length of the term, commencement date and expiry date	15 yrs from 01.07.13 until 30.06.2028 10 years remaining.
Is the Letting Document contracted out of the LTA 1954?	<p><u>No, the Lease contains the following provision:</u></p> <p>IT IS HEREBY AGREED between the Landlord and the Tenant to exclude the provisions of section 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 of this Lease of part of 6 West Road Reigate Surrey RH62 7JT known as The Butchers Shop. For the purposes of clarity, the Lease hereby created shall terminate on 30th June 2028 and revert in its entirety to the Landlord at midnight on that date</p> <p><u>However, having raised enquiries with the seller's solicitor they have confirmed that the lease is not excluded and therefore the tenant will have security of tenure at the end of the Term.</u></p>
Current rent and rent payment dates	<ul style="list-style-type: none"> • Tenant covenants to pay the Rent. • Rent Commencement Date: 01.07.13 • £10kpa subject to review upwards in accordance with clause 8 • From the date of the lease until 01.07 and then by quarter payments in advance on 1st January, April, July and October by standing Order • By way of further rent the Insurance Rent is payable on demand in accordance with clause 7. <p><i>NB: An email dated 08.10.18 from the Seller's solicitor confirms that the tenant has paid £3125 for the current quarter.</i></p> <p><i>NB: The Seller's solicitor has confirmed that there will be an apportionment of rent on completion as this has been paid for the current quarter.</i></p>
Rent review dates and date of last review	<p>1st July on each of 2016, 2019, 2022 and 2025</p> <p>Such revised rent for the period above may be agreed at any time between the Landlord and the Tenant or in the absence of agreement determined not earlier than 2.5 years from the date in respect of each subsequent period (1st January 2016, 2019, 2022 & 2025) from the date hereof (Review Date) by an arbitrator on the application of the Landlord or the Tenant made not earlier than 6 months before the Review Date – to be the yearly rent at which the Premises which might reasonably be expected to be let at the Review Date on various assumptions and disregards (see clause 8.2 (A) and (B).)</p> <p>Rent Review to be recorded by a memorandum and annexed to the Lease.</p>

	<p>If the revised rent payable on and from the Review Date has not been agreed by that Review Date rent shall continue to be paid at £10,000 per annum and forthwith upon the revised rent being ascertained the Tenant shall pay to the Landlord any shortfall between the rent paid and the revised rent payable upto and on the preceding quarter day together with interest on any shortfall at the seven day deposit rate of NatWest Bank plc such interest to be calculated on a day to day basis from the Review Date to the date of actual payment of any shortfall and the interest so payable shall be recoverable in the same manner as in arrear or as in the case may be as a debt</p> <p><u>There is an endorsement to the lease that confirms from 01.07.16 there shall be £3,125 (£12,500 pa) payable for the rent until 01.07.19)</u></p>
Forfeiture	<ul style="list-style-type: none"> • Rents unpaid 14 days after due. • Material tenant breach of covenant. • Tenant bankruptcy/insolvency notice to be given to mortgagee.
Permitted use and any restrictions on use	<ul style="list-style-type: none"> • Ground Floor Shop for retail purposes only and the cellar for storage only. • Not to use for a sale by auction or any dangerous noxious noisy or offensive trade business manufacture or occupation nor any illegal immoral act or purpose. • Not to use the Premises as a sleeping accommodation or for residential purposes nor keep any animal fish reptile or bird anywhere on the Premises. • The above clause does not restrict use as a butchers shop.
Repair and decoration	<ul style="list-style-type: none"> • Interior: 7th year and in the last year of the Term (if decorating not done in the previous 18 months) • Tenant to repair the Premises and the shop front and keep in repair save not to a better state and condition than as at the date of the lease. • To clean the Premises and keep in a clean condition. • To keep any part unbuilt upon "Open Land" adequately surfaced in good condition and free from weeds but not in a better state and condition than as at the date of the lease. • One waste receptacle can be placed on the Open Land in a position first approved by the Landlord (not to be unreasonably withheld or delayed). • Not to keep or store on the Open Land any vehicle. • In the Interior Decorating Year to redecorate the interior of the building in a good and workmanlike manner and with appropriate materials of good quality to the satisfaction of the surveyor and any changes to colours to be approved by the Landlord.
Insurance	<ul style="list-style-type: none"> • Landlord to insure the Premises. Tenant to pay Insurance Rent from the Rent Commencement Date to the next renewal date and then the Tenant shall pay the Insurance Rent on demand and in advance of the policy date.

	<ul style="list-style-type: none"> • Insurance Rent: Proportion reasonably attributable to the Premises of the sums the Landlord shall pay by way of premium for insuring the Premises and for insuring on such terms as the Landlord shall consider appropriate against liability relating to the Premises. • Insured Risks: Fire and such other risks the Landlord shall from time to time insure. <p><u>NB: The Seller's solicitor has confirmed that insurance payments are not collected from the Tenant but you are able to collect such payments under the terms of the Lease as set out above.</u></p>
Alterations	<p>Not to:</p> <ul style="list-style-type: none"> • make any addition to the Premises; • unite the Premises with any adjoining Premises; • make any alterations to the Premises; or • make any internal non-structural alterations additions or improvements to the Building without the Landlord's consent not to be unreasonably withheld or delayed and without at all times ensuring the access and egress from other parts of the Building. <p>At the end of the Term to remove any additional buildings additions alterations or improvements made to the Premises if so requested by the Landlord and make good any parts damaged.</p>
Alienation	<p>Assign, hold on trust, charge, underlet, part with, share possession <u>of Part</u>: Prohibited</p> <p>Hold on trust, underlet, part with, share possession <u>of Whole</u>: Prohibited</p> <p>Assign, charge <u>the whole</u>: Permitted with written consent of Landlord not to be unreasonably withheld or delayed and upon assignment to:</p> <p>(a) Obtain a direct covenants by the Assignee with the Landlord to observe the covenants in he lease (b) If the assignee is a Limited company the landlord can require a guarantor</p> <p>Tenant can share occupation or whole/part with a company which is a member of the same group as the Tenant as long as it does not create a legal estate.</p> <p>Within 28 days of assignment charge or other permitted devolution to produce for registration such deed to the Landlord's solicitor and reasonable charges for the registration and such charges of not less than £25 and not more that £35 inc VAT.</p>
Service charge	<p><u>NB: There are no service charge provisions and therefore no contribution towards the Landlord's maintenance obligations.</u></p>

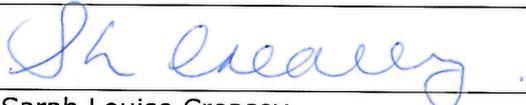
<p>Tenant Rights</p>	<ol style="list-style-type: none"> 1. The right to the free passage and running (subject to temporary interruption for repair alteration or replacement) of water sewage gas electricity telephone and other services or supplies to and from the Premises in and through the pipes in on under or over the adjoining property that now serve the Premises (in common with the Landlord and all other persons having a like right) 2. The right of support and protection for the Premises as exists at the date hereof 3. The exclusive right to park private motor vehicles on the frontage or forecourt at the front of the Premise, insofar as the Landlord has the right to grant the same 4. A right of way at all times and for all purposes to and from the side of the premises to a point parallel with the rear of the Building over the side passageway to and from West Road on foot or by vehicle (save that no vehicle shall be parked on the side accessway other than for loading and unloading of goods equipment and stock) and so as not to cause any obstruction to the land at the rear of the Building or adjacent property 5. The rights in cases of emergency of access through any adjoining or neighbouring parts of the building and in particular the first floor accommodation
<p>Landlord Rights</p>	<ul style="list-style-type: none"> • Of access to the Premises on reasonable notice of not more than 14 days save in an emergency to ascertain that the lease covenants have been complied with and to give notice of repairs. • Passage of services. • Rights to construct services pipes. • Access to inspect condition. • Access along the passageway shown edged blue on the plan to the upper part of the Building for all purposes in connection with its use and occupation maintenance and repair by the Landlord. <p><i>NB: The blue edging was not clear and therefore the Seller's solicitor has forwarded a plan for illustrative purposes as extracted below:</i></p> 
<p>Landlord's Covenants</p>	<ul style="list-style-type: none"> • Permit quiet enjoyment • Maintain the remainder of the building including the roofs foundations and walls and the forecourt and frontage but excluding:

	<p>(i) all internal walls of a non structural nature that are situate wholly within the demised premises</p> <p>(ii) the internal faces of walls that enclose the demised premises and the surfaces of the floors of the demised premises</p> <p>(iii) the doors door frames the window frames he window and other glass of and in the demised premises</p> <p>(iv) all portions corresponding to the foregoing in or appurtenant to other tenanted premises in the building</p> <p>6.3 Renew replace and instal a separate electrical circuit with a separate meter in the Premises serving the Premises to the same specification as at present existing and to replace and to renew the plumbing within the Demised Premises such work to be carried out within a period of six months from the date hereof at the sole expense of the Landlord Provided That the Landlord shall not be liable to the Tenant for any loss or damage caused by the use and workings or the standard of installation of the said electricity and water supply it being the Tenant's responsibility to insure all stock in the Premises against any loss or damage arising from any breakdown of the said supply of electricity and water</p>
Break clauses	None
Options or rights of first refusal	N/A
Other material terms	Any walls dividing are party walls and to be maintained at equal expense.

TITLE PLAN



NB: The boundary shown on the plan extracted above is not as it is on the ground as the stairs and bay window to the rear are not shown. The Seller's solicitor queried this with the Land Registry but the Land Registry confirmed in a letter dated 30.05.17 that the additions are so small that they will not be reflected on the plan.

Signed by:	
Signature Name:	Sarah Louise Creasey
Position:	Solicitor
authorised to sign for and on behalf of:	enact Conveyancing Limited
Date	12th October 2018