

**REPORT ON TITLE**

**TO:** Proplend Security Limited

**FROM:** Paris Smith LLP

**FULL NAME OF BORROWER:** Ressance Land No 54 Limited

**COMPANY NUMBER (if appropriate):** 11166327

**DESCRIPTION OF PROPERTY:** Breadmore Commercials, Express Way, Newbury RG14 5TX

**IS BORROWER THE SAME AS OWNER?** Yes

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

**1. TITLE**

a. We certify that the Property is:

Tenure:	Freehold
Title number (if registered) or if not confirm whether it is unregistered and/or subject to first registration:	BK342594
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 Title Plan showing the Property edged red.
- d. The Property is registered in the name of the Borrower.
- e. We confirm that the only Restrictive Covenants which affect the Property are set out in the attached Schedule.
- f. Adverse interests affecting the Property are referred to in the Schedule.
- g. No person other than the Borrower has an equitable or overriding interest in the Property.
- h. The Borrower will be in sole possession of the Property.
- i. Proplend Security Limited will obtain a First Legal Charge over the Property.

**2. SEARCHES:**

We confirm we hold:-

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

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

### 3. **VALUATION:**

We have read the Valuation Survey Report dated 25 October 2018 prepared by Jones Lang LaSalle and confirm that:-

- i) there are no discrepancies between the report, the title documentation and the results of our searches, except that the most recent planning permission (reference: 18/00826) does not appear on the valuation report. This planning permission is referred to in paragraph 10 of the Schedule.
- ii) we are satisfied that Proplend Security Limited will obtain a legal mortgage over the whole of the land shown edged red on the Title Plan

### 4. **BUILDINGS INSURANCE:**

The following Insurance Policy is in force:

Insurer: There is no property insurance available as this is a charge over a bare piece of land. The Borrower's building contractor's insurance for public liability only for £5,000,000 will be relied upon. We have requested that your interest be noted on the policy and await information.

Name of Insured:

Sum Insured: £xxx

Sum Insured recommended by Valuer:

Renewal Date:

Policy No:

Current Premium: £xxx (inc. IPT and Underwriting Fees)

### 5. **PURCHASE CONTRACT:**

- |                           |                |
|---------------------------|----------------|
| i. Purchase Price:        | Not Applicable |
| a. Property:              | Not Applicable |
| b. Fixtures and Fittings: | Not Applicable |

## 6. SECURITY DOCUMENTATION:

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

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

## 7. COMPLETION ARRANGEMENTS

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

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

Our banking details are:

Account Name: Paris Smith LLP Client Account  
Account Number: 37559583  
Bank: National Westminster Bank plc  
Branch: 12 High Street Southampton  
Sorting Code No: 56-00-68  
Completion date: TBC

**Please Quote Reference: NJV/113022/39**

## SCHEDULE

### **RESTRICTIVE COVENANTS**

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

1. The Property is subject to the following rights which were reserved by a Conveyance dated 8 November 1938 and made between (1) Christine Erskine and Orlando Matthews Doy ("Vendors") (2) The South of England Real Estate Company Limited and (3) John Clark:-
  - a. A right for the owner or occupiers of the adjoining or neighbouring property to enjoy all easements or quasi-easements as were enjoyed or exercised over the Property before date of the Conveyance; and
  - b. The exclusive rights for the Vendors to fish in the River Kennet and the Kennet and Avon Canal including full rights of access necessary for the enjoyment of the said fishing rights.

We have asked the Borrower's solicitor to confirm if these rights are still exercised and they say that the Borrower has seen no evidence of these rights being exercised and the previous owner to them also confirmed that they have no knowledge of the rights being exercised.

### **ADVERSE INTERESTS**

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

1. The Property has the benefit of a right of way over the part of Hambridge Lane leading into Hambridge Road.
2. The Property has the benefit of the rights to take gravel from neighbouring land for the purpose of making and maintaining any paths tracks or roads. We have asked the Borrower's solicitor if this right is still exercised and they have advised that it is not.
3. The Property has the benefit of the following rights granted by but is subject to the rights reserved by a Transfer dated 14 December 1973:-
  - a. To pass water and soil from the Property through the pipes or drains now or within 80 years of the date of the transfer which are laid under the adjoining or neighbouring land.
  - b. To connect any building which is constructed on the Property (within 80 years of the date of the Transfer) to the water supply, gas pipes and electricity and telephone wires and cables laid under or upon the adjoining or neighbouring land.
  - c. A right of way at all times and for all purposes with or without vehicles over and along the road (Express Way) edged yellow on the plan. Subject to the owner paying a contribution (according to the use) towards the cost of maintaining and repairing the road (Express Way) edged yellow on the plan.
  - d. The requirement for the owner of the site to erect and maintain a sufficient boundary fence around the Property.

Please note that the land transferred by this Transfer included the parcel of land to the south of the Property. Part of this larger parcel of land was transferred on 10 April 1997 to create the parcel of land that is now the Property.

4. The Property has the benefit of the following rights granted by but is subject to the rights reserved by a Deed dated 10 April 1997:-

- a. The right to pass and repass at all times and for all purposes over Express Way but not to park or obstruct the road, subject to paying a fair proportion (according to use) of the costs incurred in maintaining and repairing Express Way.
- b. The right at any time within 80 years of the Transfer (2077) to enter on to the Retained Land (the land to the south of the Property that abuts Hambridge Lane) after giving reasonable notice to lay or construct drains channels sewers pipes wires and other conducting media etc. on under or through the Retained Land, or to connect to the existing service installation which were present at the date of the Transfer or which are installed within 80 years of the Transfer, subject to the owner causing a little damage as possible and making good any damage.
- c. The right to the free passage and running of water soil gas electricity and other services through the service installations which were present at the date of the Transfer or which are installed within 80 years of the Transfer, subject to paying a fair proportion of the costs incurred in cleaning maintaining repairing and renewing the same service installations.
- d. The right to enter the Retained Land after giving reasonable notice (except in the case of emergencies) to inspect clean repair renew etc. the service installations serving the Property and walls fences and other boundary structures of the Property.

We have asked the Borrower's solicitor to confirm what payments have been made towards the maintenance and repair of the Express Way, and they say that the rights have been exercised without obstruction or interference and no payments or request for payments have been made.

5. The Property has the benefit of the following rights granted by but is subject to the rights reserved by a Transfer dated 10 April 1997. This is the Transfer referred to in paragraph 5 above, which split to the large parcel of land to create the Property.

- a. The right to pass and repass at all times and for all purposes over the land coloured brown on the plan (this is a small piece of land that connect the Property to Express Way), subject to paying a fair proportion (according to use) of the costs incurred in maintaining and repairing the land coloured brown.
- b. The rights in respect of access and the passage of water soil gas electricity and other services through the service installations are identical to this referred to in paragraph 6(b-d) above, except that they grant rights over the parcel of land which is being retained (the land to the south of the Property rather than the land which abuts Hambridge Lane).
- c. There is also a positive covenant on the owner of the Property to maintain a 1.8 metre high close boarded fence along the southern boundary of the Property.

We have asked the Borrower's solicitor to confirm what payments have been made towards the maintenance and repair of the accessway, and they say again that the rights have been exercised without obstruction or interference and no payments have been requested or made. In addition we have also asked the Borrower's solicitor to confirm that the boundary

fence has been maintained along the southern boundary of the Property and they say that the boundary fence is still in place.

6. The Property has the benefit of rights reserved by a Transfer dated 26 March 2012 which the Borrower says have been exercised without any difficulty.
7. The entire property will upon completion be subject to a lease to Ressance Limited. Further details of this lease can be found in the separate lease report.
8. The Local Authority Search reveals five planning permissions relating to the Property.
  - a. Planning Permission (reference: 145318) dated 21 October 1994 which granted permission for the construction of a Class B2 Industrial Building
  - b. Planning Permission (reference: 149831) dated 26 March 1997 which related to a new site for King Lifting mobile crane operators and fuel tanks.
  - c. Planning Permission (reference: 150173) dated 30 April 1997 which granted permission for portacabins to be located on the Property for use as offices and bunded fuel tanks.
  - d. Planning Permission (reference: 14/01708) dated 25 August 2017 which granted outline planning permission for a B8 commercial development with ancillary B1 floor space.
  - e. Planning Permission (reference: 18/00826) dated 20 June 2018 which grants permission for B8 commercial development with ancillary B1 floor space.

The planning permission (reference: 18/00826) includes the creation of an industrial unit/warehouse on the Property and parking spaces on land to the east of the Property. We have asked the Borrower's solicitor to confirm whether the neighbouring land is also owned by the Borrower, and if any steps have been taken to implement the planning permission which will expire in 3 years (June 2021). The Borrower's solicitors have said that the planning permission has not been implemented. They have a contract to acquire the land next door and will therefore be in control of all the land subject to the planning permission, but no details of that contract or the title to the adjoining land has been produced.

We have been provided with a planning permission which is not shown on the Local Authority Search. This Planning Permission (reference: 01/00564/FUL) granted permission for the erection of offices (Class B1) with associated siteworks. This planning permission needed to be implemented within 5 years and as this has not happened the application has lapsed.

Aside from the planning permission the search indicates that Hambridge Lane is a highway maintainable at the public expense. Please refer to the comments in paragraphs 6(a) and 7(a) above for details of the right of access over Express Way. Express Way connects the Property to Hambridge Lane.

9. The Drainage and Water Search does not reveal any details relating to the foul or surface water drainage and does not indicate if the Property is connected to a mains water supply. The reason given for these replies is that the search relates to a plot of land or a recently

built property. We have therefore asked the Borrower's solicitor to confirm the position in relation to the supply of water and drainage and they have said that the land remains open storage land. The sellers to the Borrower confirmed that there was a foul sewer connection on the Property but this is not connected at present.

The search does reveal that there are water mains, resource mains or discharge pipes within the boundary of the Property, and the map shows these running along the western edge of the Property. However, there are no public sewers within 30.48 metres (100 feet) of any buildings on the Property and there are no public sewers, disposal mains or lateral drains within the boundaries of the Property.

10. It is now standard procedure to undertake environmental desktop searches in transactions of this nature. However please note the limited nature of the search. The search is undertaken by independent search consultants at a limited cost and is compiled by the search consultants on the basis of inspection of documentary records only accessed by means of a "desk top" search. It does not, of course, arise from a physical inspection of the site. Clearly it will not reveal information which is not recorded in public documentation. The search should therefore be regarded as a general guide only. If you have concerns as to possible contamination of the site then you should discuss further with us the need for a more detailed survey (possibly including a site survey). You will understand that we are not qualified to advise on whether or not the search results are acceptable (or the level of risk involved) but we would be happy to discuss any particular queries with you and to consider with you whether further expert advice should be obtained on any matters arising from the search result itself and/or with regard to the site or your proposals generally.

Subject to the comments above we would point out that the report has been certified as an "Acceptable Risk" meaning that in the professional opinion of Groundsure the level of risk associated with the information disclosed in the report:

- (a) is unlikely to have an adverse effect on the value of the Property, and
- (b) is not such that the Property would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.

While Groundsure have said that the Property represents Acceptable Banking Security from an environmental perspective, they have said there is a moderate risk relating to historical and current land uses that may be potentially contaminative.

The report has also identified that the Property is at a high risk from flooding and natural ground subsidence. We have asked the Borrower's solicitor to confirm that these risks have been disclosed to the insurer and that insurance is still available, and they say that property insurance is not available and therefore as there is only public liability insurance, the issue of disclosing a potential flooding risk has not been raised.

In addition the insurance points we have also asked if the Borrower is aware of the Property flooding or suffering from subsidence in the past and they have said firstly that they are not aware of any historic flooding and they have not disclosed any flooding to the current insurers as this is merely public liability and therefore the question of subsidence does not arise.

11. The Chancel Search indicates that the Property is within a parish which continue to have a potential chancel repair liability. However, as the Property has been transferred for valuable consideration since 13 October 2013 (the Property was purchased by the Borrower for £350,000 on 10 August 2018) and there is no notice on the register, the Borrower purchased the Property free of any liability.

12. As the Property is vacant land there is no EPC.

Signed by:

Signature:

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

Name: Nick Vaughan

Position: Senior LLP Partner

authorised to sign for and on behalf of Paris Smith LLP

Date: 5 November 2018



<b>H.M. LAND REGISTRY</b>		<b>TITLE NUMBER</b>	
		<b>BK 342594</b>	
ORDNANCE SURVEY PLAN REFERENCE	SU 4967	SECTION	H
COUNTY	BERKSHIRE	DISTRICT	NEWBURY
		Scale	1/1250
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