

REPORT ON TITLE



REFINANCE SEPARATE REPRESENTATION

TO	Proplend Security Limited ("the Lender")
FROM	enact Conveyancing Limited
BORROWER	Ressance Land No 56 Limited
COMPANY NUMBER (if appropriate)	08675628
PROPERTY	1 West Street, Newbury RG14 1BE
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	£1,218,750 – (Amount to be released to enact on completion: £1,102,963.75)

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:	BK496401
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 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.
- h. The Borrower **will** 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.

NB: The Local Search is dated in October 2018, indemnity is to be placed on risk on completion. The Chancel search is dated in 2017, however, no adverse results are revealed.

- 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 10.10.18 prepared by Jones Lang LaSalle ("**Valuation**") a copy of which has been supplied by us to the Borrower's conveyancer as authorised by you and confirm that:-

- a. there are no discrepancies between the Valuation, the title documentation and the results of our searches save as disclosed 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 dated 10.10.18 as a **former snooker hall in a vacant site** with the benefit of **outline planning permission pending approval of Reserved Matters for 20 apartments** accords with the outline planning permission revealed by such searches.
- 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).
NB: The originals are held by the Borrower's conveyancer save for the Personal Guarantee and Board Resolution which are held by enact.

- a. Legal Mortgage To be dated on completion
- b. Debenture To be dated on completion
- c. Guarantee To be dated on completion - £243,750
 - *Duncan Timothy Crook*
 - *Nigel Lawrence Jones*
- d. Board Resolution To 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's conveyancer to effect the refinance of the Property by the Borrower.

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

We hold an irrevocable undertaking from a firm of conveyancers that following completion they will send a completed AP1 in respect of the refinance of the Property and registration of the Lender's Legal Mortgage and Debenture, any necessary supporting documentation, and any title documents that are received from the Borrower's conveyancer 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	To be agreed.

SCHEDULE

RESTRICTIVE COVENANTS/ ADVERSE INTERESTS/RIGHTS

1. Title Matters

(a) Debenture

- Dated 15.11.18 to Bridgeco Limited.
- This will be redeemed by the Borrower's conveyancer on completion in accordance with their undertaking.

(b) Price Paid

- Price Paid on 15.11.18: £600,000 excl of VAT. **NB: We are unable to comment on whether this is "market value" without the Special Assumption. The valuer is asked to comment on sign off.**
- Valuation: £1,875,000 (on the Special Assumption that planning for the proposed scheme is in place and that it is purchased via a Special Purchase Vehicle).

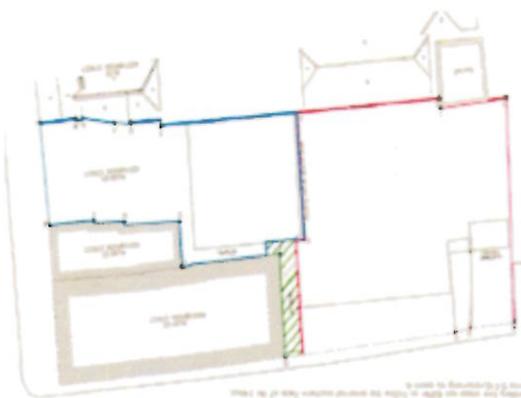
(c) A Transfer of the Property dated 15.11.18 between Kames Capital UK Active Value Nominee 1 Limited and Kames Capital UK Active Value Nominee 2 Ltd (Jersey companies) to the Borrower

This reveals the following material matters:

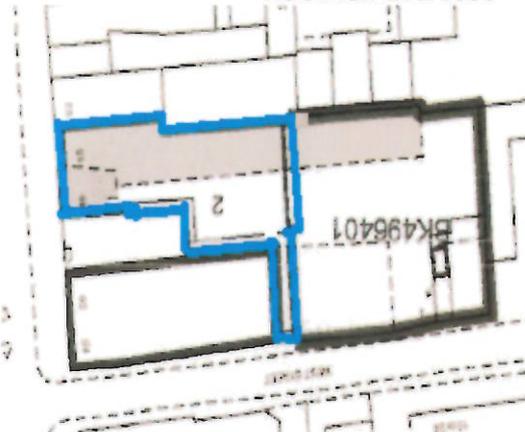
NB: **Retained Land** = Black's Leisure 68-69 Northbrook St – Edged blue on the plan extracted below now owned by Kames Capital UK Active Nominee 1 Ltd and Kames Capital UK Active Value Nominee 2 Ltd subject to a lease to Blacks.

The Property = Proposed 20 apartments – Edged red on the plan extracted below.

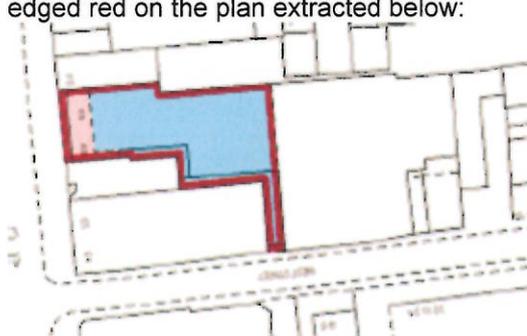
Transfer Plan



Title Plan BK14536



Works	Create 20 apartments pursuant to planning application 18/00207/OUTMAJ – NB: This is an Outline Permission with Reserved Matters to be approved.
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	<i>NB: The Borrower's solicitor has confirmed: "Plans drawn up in respect of the Reserved Matters are complete and our client is almost ready to submit the application to satisfy the Reserved Matters."</i>
Retained Land	Remaining in Title Number BK14536 (edged blue on the above plan)
Substation Lease	Lease dated 31.07.62 between Express Dairy Property Company Ltd (1) and The Southern Electricity Board (2). <i>NB: The material terms of this lease are detailed elsewhere in this Report.</i>
Transferee Rights – Benefit the Property	<p>The Property is transferred subject to and with the benefit of:</p> <p>(a) Deed of Grant; (b) Black's Lease – 68-69 Northbrook Street as shown edged red on the plan extracted below:</p>  <p><i>NB This Lease is dated 01.11.18 however, Title Number BK14536 refers to a lease dated 13.12.12 which appears to have been the previous lease. The Borrower's solicitor has supplied confirmation that Eversheds solicitors have submitted an application to register the new lease. The previous Blacks Lease is registered with Title Number BK453230 and the Proprietor is Blacks Outdoor Retail Ltd. We have not set out the terms of the Blacks Lease as it falls outside the boundaries of the Property.</i></p> <p>(b) the Substation Lease insofar as they relate to the Property or the rights granted by this clause 12.1; and</p> <p>(c) the following rights for the benefit of the Transferee:</p> <ul style="list-style-type: none"> • Passage of Services to and from the Property through Service Media laid under the Retained Land. • Of support and protection. • To construct and maintain the Service Media under the part of the Retained Land hatched green. • For the period ending on 12.12.2022 in connection with the carrying out of the Works only the following rights: <p>(a) even if it affects passage of light and air to the Retained Land, to alter, extend, raise the height of, demolish existing or erect any new buildings or structures on the Property in such manner as the Transferee thinks fit..not to build over the Retained Land.</p>

	<p>(b) even if it affects passage of light and air to the Retained Land to demolish and replace and build into the Boundary Wall and separate the roof along the Boundary Wall connecting the Retained Land and the Property... not to build over the Retained Land.</p> <p>(c) the right to oversail the Retained Land with cranes (but not the load) subject to the person exercising such rights ensuring that the crane is properly maintained, inspected, operated and secured.</p> <p>(d) to attach scaffolding to or place it on the Boundary Wall and the part of the Retained Land shown hatched green on the plan subject to the person exercising such right:</p> <p>(i) ensuring that the scaffolding does not unreasonably affect access to the Retained Land nor materially interfere with the use and enjoyment of the Retained Land;</p> <p>(ii) using all reasonable endeavours to ensure that the scaffolding does not obstruct any signage on the Retained Land and it does, permitting such signage on the hoarding and/or scaffolding in a position to be agreed with the Transferee (acting Reasonably);</p> <p>(iii) ensuring that no advertising or signage of a third party (save for the contractor) is placed on any scaffolding or hoarding; and</p> <p>(iv) ensuring that such scaffolding is properly maintained, inspected, operated and secured.</p> <p>The exercise of the rights is subject to the person exercising them:</p> <ol style="list-style-type: none"> 1. Except in an emergency giving reasonable notice (no more than 10 working days) to the Transferor of its intention to exercise them. 2. (i) complying with the Method Statement (ii) providing further details of any works to be carried out on or to the Retained Land in the exercise of the rights as are reasonably required by the Transferor or which are required for approval by the Transferor (not to be unreasonably withheld or delayed) prior to commencing such element of the works. <p>Carrying out any works to the Retained Land in a good and workmanlike manner, using good quality materials, as quickly as reasonably practicable.</p> <p>Complying with all relevant legislation including without limitation the Party Wall etc Act 1996.</p> <p>Causing as little inconvenience as reasonably possible to the Transferor and its tenants and occupiers from time to time and exercising the rights only for as long as reasonably required and</p>
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	<p>Causing as little damage as possible to the Retained Land and making good damage caused.</p> <p>Ensuring that any works to the Retained Land do not prejudice the security of the Retained Land or render any buildings on it less secure.</p>
Rights Reserved- To which the Property is subject for the benefit of the Retained Land:	<p>To free passage of services to and from the Retained Land through Service Media under the Property as at the date hereof or installed pursuant to the rights granted by clause 12.1 (or any replacements to such Service Media);</p> <p>Of support and protection from the Property for the Retained Land as at the date of this transfer.</p>
Transferee Covenants	<p>Observe the matters contained in title number BK14536 and observe and perform the covenants on the part of the Landlord in the Blacks Lease and Sub-Station Lease insofar as they relate to the Property or the rights granted by clause 12.1 of this Transfer and are still subsisting and capable of taking effect and keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.</p>
Acknowledgement	<p>The flow of light and air to the Property and the Retained Land and any buildings and structures thereon from time to time over the land of the other shall be enjoyed solely by the consent of the other and the Boundary Wall is a Party Wall.</p>
Method Statement Party Structures and Rear Access	<p>Property to be developed: 1 West Street as shown edged red.</p> <p>Property affected by the development: Blacks Leisure 68-69 Northbrook Street shown edged blue being the Retained Land.</p> <p>Development will be subject to a formal Party Wall Agreement. <i>NB: The Borrower's solicitor has confirmed that there is no separate party wall agreement.</i></p> <p>Areas Affected:</p> <ol style="list-style-type: none"> 1. Passageway shown hatched green 2. Party wall between the Retained Land and the Property shown marked X-Y on the plan. 3. The shared roof between the Retained Land and the Property shown marked X-Y on the plan <p>Works affected the Retained Land:</p> <ol style="list-style-type: none"> 1. Demolition of the existing property sites at the Property and by redevelopment: <ol style="list-style-type: none"> (a) temporary interruption to access along the passageway; (b) disruption to the rear storage and welfare area of the Retained Land during separation of the shared roof and reinstatement of the Retained Land's roof; and (c) possible disruption to the rear storage and welfare area of the Retained Land resulting from works affecting the party wall. <p>Passageway:</p>

	<p>4. Passageway</p> <p>4.1 Interruption to the passageway might be caused by the erection of scaffolding to serve the development.</p> <p>4.2 Ressance will seek to avoid disrupting the passageway when access for deliveries to the Retained Land is required.</p> <p>4.3 Disruption will be kept to a minimum and will likely not extend beyond one day during erection and one day during dismantling of scaffolding.</p> <p>4.4 Once erected the scaffolding will not prevent access via the passageway.</p> <p>Shared Roof:</p> <p>5. Shared Roof</p> <p>5.1 The party roof will be affected by the demolition of the Property and might affect the store room, welfare area and rear access corridor on the Retained Land.</p> <p>5.2 It is likely that the roof will be separated by being cut along the party line and the roof on the Retained Land made good.</p> <p>5.3 Prior to demolition works, a temporary protective barrier will be erected inside the Retained Land below the roof to prevent debris from the roof falling into the premises on the Retained Land. This process will require access to the Retained Land so as to:</p> <p>5.3.1 Remove items that obstruct access</p> <p>5.3.2 Install temporary props</p> <p>5.3.3 Install the protective barrier</p> <p>5.3.4 Replace items</p> <p>5.3.5 Upon completion of works to the roof, remove the protective barrier</p> <p>5.4 During demolition, the buildings on the Retained Land will be protected from the effects of weather.</p> <p>5.5 Following demolition, roof on the Retained Land will be made good to the reasonable satisfaction of the Vendor and any tenant or occupiers of the Vendor. It should be noted that the new-build development will likely result in a new party wall. The connection between roof on the Retained Land and the party wall will be agreed by the Vendor and any tenant or occupier of the Vendor and works will be carried out by Ressance.</p> <p>5.6 During construction works, a temporary protective barrier will be installed to protect roof on the Retained Land from construction works.</p> <p>5.7 A system to facilitate maintenance of roof on the Retained Land will be agreed by the Vendor and any tenant and occupier of the Vendor as part of the party wall agreement.</p> <p>Party Wall:</p> <p>6. Party Wall</p> <p>6.1 It is possible that the party wall will be affected by demolition and redevelopment. The extent of impact will be assessed as part of the survey and technical design process.</p> <p>6.2 In the worst case the party wall might have to be removed and reinstated. In which case access to all or part of rear store room and welfare area on the Retained Land would be temporarily affected.</p> <p>6.3 Prior to any works affecting the inside of the building on the Retained Land, a temporary protective barrier will be erected inside such building to separate the store from the works area.</p> <p>6.4 If the party wall is affected then Ressance will require access to the Retained Land so as to:</p> <p>6.4.1 Remove items that obstruct access</p> <p>6.4.2 Install a protective barrier</p> <p>6.4.3 Re-build the party wall</p> <p>6.4.4 Replace items</p> <p>6.4.5 Upon completion of works to the roof, remove the protective barrier</p>
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NB: The Borrower's solicitor has confirmed that they do not believe that any works have commenced yet as these will be completed as part of the overall re-development of the Property.

(d) **Overage Deed dated 15.11.18**

Made in connection with the acquisition of the Property.

There should be a restriction registered against the title to the Property, the Borrower's solicitor will apply to register this at the same time as the Legal Mortgage. The grant of a mortgage is included under the definition of 'Excluded Dispositions' and therefore the Legal Mortgage to Proplend will not be caught. The Borrower's solicitor will provide the necessary certificate to the Land Registry confirming that the Legal Mortgage is an "Excluded Disposition"..

Parties	<p>(1) Kames Capital UK Active Value Nominee 1 Limited and Kames Capital UK Active Value Nominee 2 Limited (Seller).</p> <p><i>NB: The Borrower's solicitor does not hold a foreign legal opinion on the ability of the Seller to enter into the Transfer and Overage Deed.</i></p> <p>(2) Ressance Land No 56 Ltd (Buyer)</p> <p>(3) Ressance Limited (Guarantor)</p>
Property	Edged red on the Transfer of the Property.
Background	<ul style="list-style-type: none"> • The Seller transferred the Property to the Buyer. • The Buyer wishes to redevelop the Property to residential use. • If the Buyer achieves planning consent for residential use with a Net Sales Area ("NSA") in excess of 12100 sq ft, the Buyer will pay overage to the Seller as summarised below.
Residential Consent	Permission permitting the Property to be used for residential use.
Additional Square Footage	NSA of the Property as permitted by the Residential Consent in excess of 12,100 sq ft.
Trigger Event	Grant of Residential Consent applied for during the Overage Period in respect of which a Final Decision is made.
Deed of Covenant	As attached to the Deed
Disposition	<p>One or more of the following in respect of the Property by:</p> <p>(a) the registered proprietor of the Property or</p> <p>(b) the registered proprietor of any Security</p> <p style="padding-left: 40px;">(i) a transfer or assent of the Property</p> <p style="padding-left: 40px;">(ii) the grant of a lease for a term of 7 years or more</p> <p><u>Proplend will be caught by the above if it enforces its charge and or takes possession and looks to complete a transfer or grant of lease which is not an "Excluded Disposition".</u></p>
Excluded Disposition	<p>(a) the granting of a tenancy without a premium at a rack rent for a term of less than 7 years;</p> <p>(b) a transfer at arms length to a bona fide purchaser or its mortgagee of an individual residential dwelling;</p> <p>(c) the grant at arms length to a bona fide purchaser or its mortgagee of a lease of an individual residential dwelling for a premium;</p> <p>(a) a transfer of the freehold reversion of any residential dwellings let on long leases</p> <p>(d) a disposal of any land required for an electricity sub-station pumping station or for any other site service installations or other land to a statutory body or service supply company;</p> <p>(e) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990 relating to the relevant Residential Consent;</p> <p>(f) the grant of easements or rights, transfer, lease or dedication of any part of the Property to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway;</p> <p>(g) a legal charge or mortgage over the whole of or part only of the Property to a bona fide lender</p> <p><i>NB: The Legal Mortgage to Proplend is an "Excluded Disposition" pursuant to clause (g) above and therefore a Deed of Covenant is not required to be entered into.</i></p>

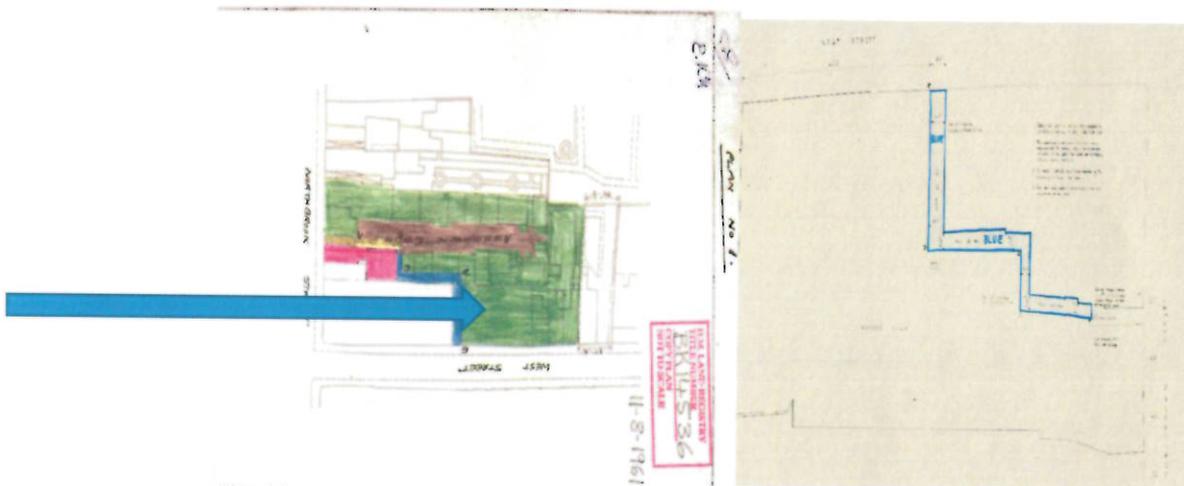
Security	Any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the Property whether fixed or floating.
Overage Period	5 yrs from 15.11.18 due to expire on 15.11.2023
Payment Date	Later of the Trigger Event and the date the OP ("OP") is agreed.
Buyer's Covenants which bind the Property	<p>Until expiry of the Overage Period or if later the date that the OP have been paid to the Seller, the Buyer</p> <p>2.1 will not make a Disposition without complying with clause 2.4 and 2.5 2.2 will pay OP to the Buyer when due 2.4 will not make a Disposition (<i>unless it is a Excluded Disposition</i>) unless the disponee: 2.4.1 executes a Deed of Covenant on or before the Disposition and delivers it to the Seller's solicitors and 2.2.2 registers a restriction on the title of the land transferred as per the form below 'No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, is to be registered without a certificate signed by a conveyancer that the provisions of clauses 2.4 and 2.5 of an overage agreement dated 15 November 2018 made between (1) the Seller and (2) the Buyer have been complied with or do not apply'</p> <p><u>This should be registered against the Title, the Borrower's solicitor will attend to this when registering the Legal Mortgage and they have supplied a certificate of compliance confirming that the Legal Mortgage to Proplend is not caught by the restriction.</u></p> <p>to be registered in priority to any legal charge in relation to the Property. 2.5 is not to make any Disposition unless the OP have been paid.</p> <p>2.6 Buyer also covenants to: 2.6.1 register the Overage Deed against the Property. 2.2.2 register the Restriction 2.6.3 If a Trigger Event occurs the Buyer will pay the Seller the OP.</p> <p>2.7 If the Buyer disposes of the whole /part of the freehold (save to Group Company) (and subject to the Buyer complying with clause 2.4 and 2.5 and paying the OP due) the Buyer is released from all future obligations in the Deed.</p>
Progress Reports	The Buyer must keep the Seller updated in respect of planning and supply updates and copies of documents.
Overage Payment ("OP")	<p>After a Trigger Event the parties will agree the NSA permitted by the Residential Consent to agree the Additional Square Footage. In the absence of agreement within 125 working days of a Trigger Event the matter is to be referred to a third party for determination.</p> <p>OP is calculated as per the below: $OP = ASF \times \pounds 19.83$</p> <p>Where: OP = the Overage Payment ASF = the Additional Square Footage as agreed or determined</p> <p>The valuation has confirmed 1,156 sqm = 12443.08 sq ft so OP = 343.08 (ASF) x £19.83 = £6,803.27.</p>

	<p>The OP is to be paid to the Seller within 10 Working Days of the Payment Date with any VAT.</p> <p>If the Buyer obtains a Residential Consent which reduces the NSA from that previously permitted the subsequent Residential Consent will be disregarded and the Buyer will not be entitled to any refund of any OP previously due/paid.</p>
Group Company	Any Group Company of Ressance Land No 56 Limited to whom a Disposition of the whole or any part of the Property has been made.

- (e) **Deed of Grant dated 11.08.1961** made between (1) Northbrook Snack Bars Ltd (“Northbrook”) (2) Newbury Building Society and (3) Express Dairy Property Company Ltd (“Express”)

The land has the benefit of the rights granted to Express but is subject to the rights granted to Northbrook.

The Borrower has confirmed that it is not aware of any breach of the terms of this Deed and that they intend to carry out the Works so as to avoid infringing any of the rights granted in the Deed.



NB: *Express* own shaded brown, shaded brown and cross hatched black, yellow, green and blue land above.

Northbrook own shaded pink with right of way over shaded brown and cross hatched black

The **Property 1** West street is marked with a blue arrow.

Background	<p>Northbrook own the shop at No 67 Northbrook St shaded pink on the above plan with rights of:</p> <p>(a) way by foot over the passageway (Ashdown Court) leading out of Northbrook St (shaded brown crosshatched black and yellow) the remainder of the passageway shaded brown and the whole being referred to as Ashdown Court and</p> <p>(b) light and air over Ashdown Court and the buildings erected on the south and west sides.</p> <p>Express Dairy own: shaded brown brown cross hatched black and yellow and also the adjoining land and buildings on the south and west sides of No 67 Northbrook St -shaded blue and green on Plan 1 (“Adjoining land”) and in respect of part of which said adjoining land Express Dairy is the owner (Title No: BK6754 and BK6755 and BK6756).</p>
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	Express want to rebuild its property and Northbrook and Express have agreed to Grant and surrender certain easements and rights.
Surrender	Northbrook surrender and release to Express and its successors: (a) Right of footway over the land shaded brown crosshatched black and yellow and of any right of way as Northbrook may enjoy over the remainder of Ashdown Court and (b) Rights of light and air to the windows constructed on the south and west sides of No 67 Northbrook Street to the extent necessary to enable Express and its successors to erect new building without restriction as to height on the adjoining land and to extend raise or alter such building in which Express or its successors think fit but not nearer to the southern wall of No 67 Northbrook St than 4ft at point marked "A" on plan 2 and 5ft at point B.
Express grants rights to Northbrook its successors and owners of No 67 to which the Property is subject	(a) To pass over the accommodation road to be constructed by Express lying between No 67 and West St shown coloured blue to be exercisable for all purposes and with vehicles between the point marked D & E on plan 2 including the right to park vehicles between E and not less than 5ft from D but not so as to block the passageway between such points. (b) Rights of passage of services as Express may during the work of rebuilding its property lay and construct under the adjoining land in substitution for any existing conduits under the adjoining land of Express and which are connected to No 67.
Rights reserved to Express and its successors which benefit the Property	Enter on the blue land to repair and alter any building(s) erected on the adjoining land of Express and to construct an emergency exit door in any building(s) erected on the adjoining land of Express if required by the Local Authority to provide access to West Street over the land coloured blue in case of fire/emergency. Rights of passage of conduits as Express need during the work of rebuilding its property and to lay under No 67 in substitution for any existing conduits which are laid under No 67 and connected to the premises of Express.
Northbrook covenants	To keep the accommodation roadway as constructed by Express on the land coloured blue in reasonable repair and condition and not to obstruct any emergency exit door constructed by Express or its successors.
Express Covenants	(a) That the northern and eastern boundary walls of any building (s) erected by Express or its successors on the adjoining land between points A-B and B-C to be constructed and maintained with light coloured materials to ensure access of as much light as possible to the windows in the southern and western walls of No 67. (b) It will carry out the works of construction specified in the Third Schedule at its expense as soon as practicable and will (until completion of the roadway) provide Northbrook with a means of access on foot to the back door of No 67 either by means of the existing passage leading out of Northbrook St or from West Street over the adjoining land of Express.
Declarations	(a) Northbrook and its successors are not entitled to any access of light or air to the land shaded pink or to any windows on the south and west sides of any building now or as may be constructed so as to restrict or interfere with the user of the adjoining land of Express for building or other purposes and nothing shall operate to restrict the manner in

	<p>which Express or its successors may at any time develop the adjoining land or rebuild alter extend or raise any building being erected thereon.</p> <p>(b) Express can cover the right of way over the land shaded blue between points D&E and C&D but so that the height shall not be less than 10ft and in such an event the right of way shall be properly lit and ventilated without expense to Northbrook.</p> <p>(c) Express and its successors shall carry out the works in the Third Schedule and make at its own cost such alteration as necessary and be approved by Northbrook to the extractor and ventilating plant at No 67 Northbrook in order to prevent or diminish the cooking smells entering the building to be constructed by Express on the adjoining land with the right for Express to enter No 67 Northbrook and the land coloured blue on to make such alteration on notice given to Northbrook.</p>
<p>Third Schedule Express Works</p>	<p>(a) To construct on the land coloured blue a roadway with a surface of concrete/tarmac or other similar materials to be approved by Northbrook and to erect entrance gates to such roadway at its junction with west street and boundary walls where required.</p> <p>(b)To construct a new window in the western boundary wall of No 67 in place of the existing window on the southern boundary which is to be blocked up in such position and of such size as shall be agreed between the parties of the first and third parts.</p> <p>(c)To make good to the reasonable satisfaction of Northbrook the western wall of No 67 after the adjoining property shall have been demolished by Express and to construct in such position as shall be agreed by Northbrook a new doorway in such wall.</p> <p>(d)To divert or make alterations as may be required by Express or the Authority concerned in the position of conduits which are connected to No 67 and are laid under Ashdown Court to ensure the continuance of such services to No 67.</p>

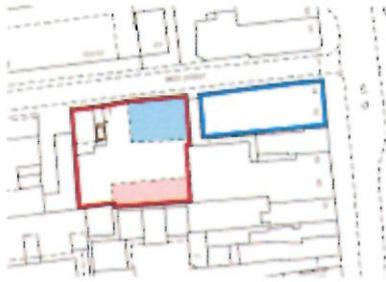
- (f) A 1951 Conveyance of the land tinted pink on the title plan and other land between contains the following covenants:

The trade or business of a dealer in antique furniture shall not at any time be carried on or permitted to be carried on upon the said property.

- (g) A Transfer of the land **edged blue** on the title plan dated 29.09.60 between (1) Camp Hopson & Company Ltd and (2) The Halford Cycle Company Ltd contains the following covenants by the Vendor's:

"...will not do or permit to be done anything whereby the property hereby transferred or any part thereof shall in any wise be rendered unstable or unsafe or whereby any damage may be caused thereto."

NB: The land intended to be bound by the covenant is **tinted blue on the title plan** so far as it affects the land in this title.



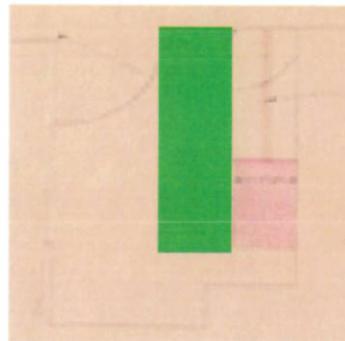
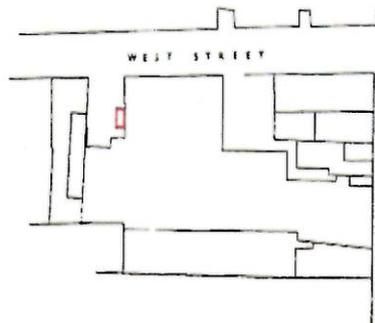
2. Occupational Interests

(a) Lease dated 31.07.1962 between Express Dairy Property Company Ltd ("Lessor") & The Southern Electricity Board – now SSE Services PLC ("Board")

The substation is shown edged and numbered 1 in brown in paragraph (g) above and is registered with Title Number BK17180.

As this lease appears to have expired in 1997 we queried as to whether the Tenant was holding over, the Borrower's solicitor has confirmed:

"The substation lease has security of tenure, but I believe that my clients may discuss with SSE the possibility of relocating and accommodating the substation elsewhere on the Property as part of their redevelopment plans (in which case the existing lease would be surrendered and a new one granted in its place)."



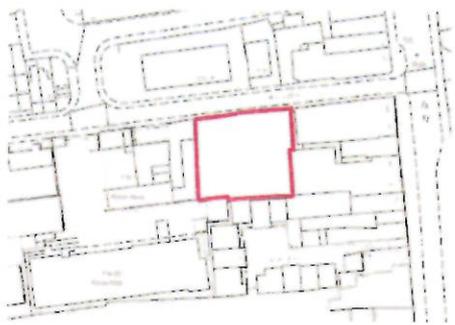
Background	The Lessor demises to the Board the land at the rear at the south side of West Street, Newbury as shown shaded pink on the plan extracted above.
Rights granted to the Board	<ul style="list-style-type: none"> To pass with or without vehicles over the land shaded green (<i>Enact comment: the land shaded green is not clear on the Lease plan, however, we have shaded the estimated area above, this falls within the boundary of the Property</i>) subject to the right of the Lessor and its successors to maintain gates at the entrance to the Property from West Street which may (subject to the board being supplied with a key) be kept locked after normal business hours. To lay down and maintain cables for the electricity under the land shaded brown subject to making good damage caused to the reasonable satisfaction of the Lessor.
Term	35 yrs from 31.06.1962 – expired 1997
Rent	£1pa on 31.06 with first payment on 31.06.63
Boad Covenants	<ul style="list-style-type: none"> Pay the Rent

	<ul style="list-style-type: none"> • Use the Premises only as an electricity substation. • Not to assign underlet or part with possession of the Premises. • Make good damage to adjoining land and buildings
Determination	At any time after the Board ceases other than temporarily to use the Premises for an electricity substation by the Board giving to the Lessor not less than 3 months notice in writing and on expiration of such notice the lease will end.

3. Searches

No Search Indemnity Insurance is to be placed on risk on completion by the Borrower's solicitor with First Title for £1,875,000 to cover any adverse circumstances affecting the land because at the policy date existing responses to Forms LLC1, CON29, CON29DW, CON29M (2006), CON29M (2018) (enquiries 1-14 only), a cheshire Salt search and/or a highways search were more than 3 months old. The Borrower's solicitor has confirmed: "We are not aware of any enforcement notices being served in respect of the Property and are not aware of any changes that may be revealed by a new Local Search. Our client has confirmed the same."

Date	Search	Material Matters Revealed						
25.10.18	Local	<p><u>Adopted Roads</u> West Street and Northbrook</p> <p><u>Planning Permissions</u> 19.01.18 18/00207/OUTMAJ Outline Planning Permission for development of 20 residential apartments: matters to be considered: Access, Layout and Scale – 1 West Street, Newbury.</p> <p><u>Building Regulations</u> None</p> <p><u>Planning Policy</u> Town Centre Commercial Area</p> <p><u>Conservation Area</u> Yes</p> <p><u>Community Infrastructure Levy (CIL)</u> This contains a requirement to pay CIL. The valuer has confirmed that this should be in the region of £42,327.</p> <p><i>NB: The Borrower's solicitor has confirmed: The CIL liability will be assessed by the LPA following approval of the Reserved Matters, so the CIL contribution cannot be confirmed at this time, or when it will become due.</i></p> <p><u>Section 106 Planning Agreement</u> <i>NB: This is not revealed in the Local Search but we have been provided with a copy of the Agreement by the Borrower's solicitor and the material terms are set out below:</i></p> <table border="1"> <tr> <td>Date</td> <td>15.11.18</td> </tr> <tr> <td>Ref</td> <td>18/00207/OUTMAJ</td> </tr> <tr> <td>Parties</td> <td>Ressance Land No 56 Limited (Owner) Ressance Limited (Applicant) Brideco Limited (Mortgagee) West Berkshire DC (Council)</td> </tr> </table>	Date	15.11.18	Ref	18/00207/OUTMAJ	Parties	Ressance Land No 56 Limited (Owner) Ressance Limited (Applicant) Brideco Limited (Mortgagee) West Berkshire DC (Council)
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		<p>Property</p>	<p>1 West Street Newbury Berkshire RG14 1BE</p> 
		Conditional	The 106 Agreement is largely conditional on the grant of the Planning Permission.
		Planning Permission	Permission for the Development
		Development	Of 20 x2 bed apartments with matters reserved relating to access, layout and scale.
		Mortgagee Liability	A lender (including Proplend as successor lender) accepts that the Site is bound by the terms of the Deed save that the Mortgagee shall have no liability under the Deed unless and to the extent that it takes possession of the Site or any part of it before the Owner's obligations have been discharged in which case it will be bound by the obligations as if it were a person deriving title from the Owner.
		Indexation	In addition to any sum payable in this deed a further sum (Additional Sum) shall be paid calculated by multiplying the relevant sum by the percentage by which the index has increased from the date of the Deed to the date that payment of the relevant sum is made.
		Owner Covenants	<p>To serve written notice of intended Commencement of Development on the Developer Contributions Officer (DCO) not less than 14 days before the intended Commencement of Development.</p> <p>Not to commence Development unless at least 14 days has expired from the date on which a written notice referred to above has been served on the DCO.</p> <p>Not to commence the Development without first paying to the Council the sum of £65,000 and the Additional Sum towards the provision of Off-Site Affordable Housing.</p> <p>NB: The Borrower's solicitor has confirmed:</p> <p>"...development works have not been commenced yet, so this payment will not have been triggered. Our client is however seeking to apply to amend the s.106 so that payment is made upon occupation of the 16th unit, which is a fairly standard provision. So only once 80% of the open market units have been sold and are in occupation will the payment be triggered."</p>
04.04.19	Water		Mains water connected: Y

		Surface water connected: Y Foul water connected: Y
04.04.19	Environmental – Sitecheck Assess	<p>Passed: No significant contaminant linkage has been identified and any liabilities from contaminated land are unlikely. No further action is required.</p> <p>Environmental constraints within 250m of the property: A review of the available historical mapping has identified that the site is within 25 metres of Tanks shown on 1977 edition maps. This has been obtained from a review of selected 1:2,500 and 1:1,250 scale Ordnance Survey mapping covering a period from 1943 to 1996. Additional Ordnance Survey and National Grid maps have also been considered in order to formulate this Professional Opinion. (Any bulk storage tanks identified in this dataset are commonly associated with oil/fuel storage at past garages, depots or similar industrial land uses).</p> <p><i>NB: A copy of the report has been sent to the valuer for sign off and they have confirmed that the contents do not have an adverse impact on the valuation.</i></p>
12.04.19	SIM	BK496401 Freehold BK17180 Leasehold
02.08.17	Chancel	No record of chancel Liability
03.04.19	Company	<p><i>Name: Ressance Land No 56 Limited</i></p> <p><i>Active: Yes</i></p> <p><i>Directors:</i></p> <ul style="list-style-type: none"> - <i>Duncan Timothy Crook</i> - <i>Nigel Lawrence Jones</i> <p><i>Secretary: Nigel Jones</i></p> <p><i>Shareholders:</i></p> <p><i>Purpose: Buying & selling of own real estate</i></p> <p><i>Charges: Bridgeco Limited dated 15.11.18 – To be removed from the Land Registry and Companies House by the Borrower’s solicitor in accordance with their undertaking.</i></p> <p><i>Persons with Significant Control (PSC): Ressance Limited</i></p>
03.04.19	Company	<p><i>Name: Ressance Limited</i></p> <p><i>Active: Yes</i></p> <p><i>Directors:</i></p> <ul style="list-style-type: none"> - <i>Duncan Timothy Crook</i> - <i>Nigel Lawrence Jones</i> <p><i>Secretary: Nigel Jones</i></p> <p><i>Shareholders:</i></p> <ul style="list-style-type: none"> - <i>Duncan Crook 2400-Ord</i> - <i>Nigel Jones 675-Ord</i> - <i>Carolien Jones - 125</i> - <i>David Grant 800- Ord</i> - <i>Nicholas Turner 210 - A Ord</i> <p>Total 4210 shares</p> <p><i>Purpose: Buying & selling of own real estate</i></p> <p><i>Charges:</i></p>

		<ul style="list-style-type: none"> - 05.02.18 Lloyds Bank PLC- Debenture - 25.03.14 NatWest- Debenture - 29.09.10 Debenture -Nigel Lawrence Jones and Duncan Timothy Crook <p>PSC: Duncan Timothy Crook</p>
Expires 03.05.19	Bankruptcy	<ul style="list-style-type: none"> - Duncan Timothy Crook- Clear - Nigel Lawrence Jones - Clear
Expires: 28.05.19	Priority BK496401	In favour of Proplend Security Limited - Clear
05.04.19	Lender Exchange Check	Veal Wasbrough Vizards LLP - Clear
05.04.19	SRA Check	Veal Wasbrough Vizards LLP - Clear
		<p>The Seller of the Property to the Borrower in 2018 was a foreign company (Jersey). We have requested a copy of the Foreign Legal Opinion from the Borrower's solicitor in respect of the ability of the foreign Jersey company to enter into the Transfer to the Borrower. They did not obtain an opinion, however they have supplied copies of Certificates of Goodstanding dated 10.04.19 which confirm: "Annual returns are due to be filed on or before the last day of February each year. The Registrar certifies that there are no overdue annual returns to be filed and that the Registrar has not initiated any action to strike the private company off the Register of Jersey companies."</p> <p>The Borrower's solicitor has also confirmed: "We've carried out a search of the central registry of winding up petitions who have confirmed that neither seller company have had petitions issued against them, either today or in the past. They have confirmed that their records date back to 2010 and no petitions have been issued since the companies were incorporated. The Certificates of Good Standing confirm that no applications have been made against the seller companies, and the JFSC Registrar has confirmed to us that had any applications or petitions been made in the past they would have been recorded on the JFSC Companies Registry entry for each company. No such applications are noted against either company and they are currently listed as being 'Live' (as they were when the Companies Registry was checked before completion of the acquisition).I can confirm that the Seller and the Borrower are not connected."</p>

OTHER

1. Public Liability Insurance

Insurer - PLI	Property	Sum Insured	Reinstatement Figure - Valuation	Insured	Policy No	Expiry
Zurich	1 West St	£5M	£1,490,000	Ressance Limited and Subsidiary Companies	MDA00 4033	01/12/19

The Borrower's Conveyancer has advised that their client will add £100,000 of cover for debris removal on the site again with Proplend's interest noted to their all risks policy.

NB: The public liability policy will note the full interest of the Lender and a copy of the policy has been sent to you.

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

The valuer has been provided with copies of the Asbestos Reports and has confirmed that the contents do not have an adverse impact on the valuation.

Date	Report	Contents
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	EPC – expires	Certificates will be issued once the flats have been completed as per valuer comments.												
	Fire Risk Assessment	None supplied as vacant property to be developed.												
26.06.18	Asbestos Re-inspection Survey	<p>enact are not qualified to comment on this, however, we have queried as to whether the recommendations have been complied with and the Borrower's solicitor has confirmed:</p> <p>"This survey revealed the presence of asbestos in some of the materials within the Property. The Seller advised that it had not removed any asbestos-containing materials during its ownership but could not answer for the period before its ownership. Our client is aware of the presence of Asbestos but as the existing structure on the Property is vacant it is anticipated that asbestos-containing material will be removed when it is demolished."</p>												
20.09.17	<p>Asbestos (a) Re-inspection Survey addressed to Savills (UK) Property Management Ltd</p> <p>(b) Policy and Management Plan</p>	<p>68-69 Northbrook Street (Vacant snooker hall areas, accessed via West Street)</p> <table border="1"> <thead> <tr> <th>Total ACMs Present</th> <th>Total High Risk ACMs</th> <th>Total Medium Risk ACMs</th> <th>Total Low Risk ACMs</th> <th>Total Very Low Risk ACMs</th> <th>Total Non-Asbestos Samples</th> </tr> </thead> <tbody> <tr> <td>20</td> <td>0</td> <td>2</td> <td>11</td> <td>7</td> <td>0</td> </tr> </tbody> </table> <p><u>Timescales</u></p> <p>High Risk ACMs = Recommended actions to be carried out Immediately.</p> <p>Medium Risk ACMs = Recommended actions to be carried out within 3 Months.</p> <p>Low Risk ACMs = Recommended actions to be carried out within 6 Months.</p> <p>Very Low Risk ACMs = Recommended actions to be carried out within 12 Months.</p>	Total ACMs Present	Total High Risk ACMs	Total Medium Risk ACMs	Total Low Risk ACMs	Total Very Low Risk ACMs	Total Non-Asbestos Samples	20	0	2	11	7	0
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20	0	2	11	7	0									
April 2006	Asbestos Survey Report - Type 2 addressed to the Outdoor Group – Millets 68-69 Northbrook Street	<p>The survey did not locate any ACMs however no access was gained to some of the areas and presumed asbestos has been noted until further investigations.</p> <p>No access within the boxing to the wall located in the staffroom on the first floor</p> <p>No access within the boxing to the wall of stock room 1 located on the ground floor</p> <p>No access to the floor safe located within the office on the ground floor</p>												

3. Identification

- (a) Duncan Timothy Crook - Certified copy passport & bankinter statement
- (b) Nigel Lawrence Jones - Certified copy passport & Utility bill

4. CPSE 1 Standard Replies to Enquiries 06.02.18

NB: These were provided by the Seller of the Property to the Borrower as the Buyer.

In relation to each of the Boundary Features:

- Have you maintained it or regarded it as your responsibility: Yes.
- Has someone else maintained it or regarded it as their responsibility; or

Other than the fire escape route which the occupational tenant for the other part of the estate maintains, no, not as far as the Seller is aware. The Seller cannot answer for the period before it acquired the Property.

- Past and present uses of the Property and of activities carried out there. The Property is vacant and is to be re-developed. The previous use was snooker club and flat. It became vacant in December 2014.

5. Valuation – Material Matters

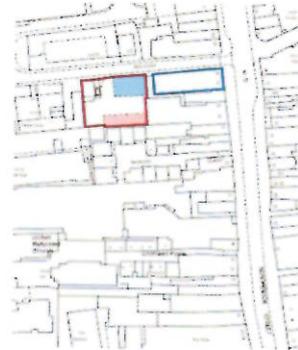
Market Value on Special Assumptions	£1,875,000
Market Value (completed development) (GDV)	£5,298,000
Vacant	Yes
Special Assumptions	<p>1) Planning consent for the proposed scheme is in place.</p> <p>2) The property is purchased through an SPV.</p> <p>3) Market Value on the Special Assumption of a 180 day period to market and exchange contracts for the sale of the property.</p>
Use	<p>Formerly: snooker hall.</p> <p>Now: In a vacant state.</p> <p>Majority of building: Single storey with high level windows. Small portion: x2 storey providing WC's and a small office.</p> <p>Assumed: Refurbish and alter the building to provide 20 residential units (arranged as 3 x one bedroom apartments and 17 x two bedroom apartments).</p> <p>Services: Yes they exist at the property.</p> <p>GDV assumption: Conversion is complete and the units are complete and that they are in good structural repair and condition with no deleterious materials and that the services function satisfactorily.</p> <p>Assumed the new development including all building works will be carried out in accordance with best practice, adhering to all necessary legislation. NHBC or similar certification/warranties available, with guarantees for equipment installed.</p> <p><i>NB: The Borrower's solicitor has confirmed: "The development will be certified by a new build warranty provider - historically our client has used Buildzone or Premier."</i></p> <p>Assumed that the completed units will be sold freehold. Enact: We assume that this is a typo and that the valuer meant to state "leasehold".</p>
Planning	<p>Outline planning permission 18/00207/OUTMAJ: development of 20 residential apartments, granted 19.11.18.</p> <p>As at the valuation the date, the site did not have consent, hence the previous Special Assumption.</p>

	Copies of all planning consents, reserved matter decisions and associated documents will be supplied to and reviewed by your legal advisers. <i>NB: enact have only been supplied with a copy of the Outline Consent and 106 Agreement as Reserved Matters are yet to be discharged.</i>
Area	Increased from 1,131 sq m to 1,156 sq m.
Section 106 Agreement	Affordable Housing contribution: £65,000.
Conservation Area	Yes
CIL Payment	<p>£42,327 has been provided by the Borrower for the development.</p> <p>CIL charging schedule for West Berkshire confirms a rate of £75 per sq m is chargeable for market housing.</p> <p>We are aware from the CIL application form that the proposed gross internal floor space of market housing proposed is 496 sq m, equates to a CIL payment of £42,327.</p>
Access	<p>Shared access to the west of the site, directly on to West Street which is an adopted highway with the adjoining electricity substation and ballet school.</p> <p>The Borrower has advised: Rights of access and egress to the Property for pedestrians, vehicles, and services, exist over the access road from the adopted highway.</p>
Other	Shared party walls.
Tenure	Freehold
Vacant	Yes
Planning	Outline scheme for residential use is pending a decision for planning consent, which forms the basis of the valuation.
Monitoring Surveyor	<ul style="list-style-type: none"> Your project monitoring surveyor will review the estimated build costs and project timescales to confirm sufficient to complete the scheme. We should be advised if their opinion is materially different to the assumptions we have made. They should ensure there will be adequate warranties for mortgage lending purposes.
Services	Connected
Asbestos	Assumed will be removed correctly and that no asbestos materials will be used in the construction of the new dwellings.
Equality Act	Assumed the buildings will be constructed in compliance with the Equality Act 2010.
EPC	On completion of construction the properties will need to be rated. We do not anticipate that they will not meet the standards required, as they are new build. Recommend the Borrower puts in place a clear strategy to the property complies with expected EPC requirements as this might involve upgrade and capital expenditure and any shortfall may deter purchasers.

VALUATION PLAN



TITLE PLAN



NB: The Transfer plan differs slightly to the Valuation Plan as the Valuation appears to include part of the side access.

Signed by	<i>SL Creasey</i>
Signature Name	Sarah Louise Creasey
Position	Solicitor
Authorised to sign for and on behalf of	enact Conveyancing Limited
Date	23.04.19