

REPORT ON TITLE



NB: The above are for illustrative purposes only.

PURCHASE - SEPARATE REPRESENTATION

TO	Proplend Security Limited ("the Security Trustee ")
FROM	enact Conveyancing Limited
BORROWER	DPJ Property 3 Limited
COMPANY NUMBER:	12004410
PROPERTY	34 Headley Close, Epsom KT19 9JA
IS BORROWER THE SAME AS OWNER?	No – Seller is Jean Patricia Ellis and Brian Peter Ellis
FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner):	DPJ Property 3 Limited
Not applicable	
Advance Amount	£262,500 Amount to be released to enact on completion: £223,120

1. TITLE

a. We certify that the Property is:

Tenure:	Freehold
Title number:	SGL362703
Class of title:	Absolute

- b. We certify that the Title to the Property is good and marketable and can be accepted by you as security.
- c. We annex hereto a copy of the plan to the title for the Property ("the **Title Plan**") (or in the case of a Property that is not registered, a plan) showing the Property **edged red**. The Title Plan accords with the plan attached to the Valuation.
- d. The Property is registered in the name of the Borrower.
- e. We confirm that the only material **Restrictive Covenants** which affect the Property are set out in the attached Schedule.
- f. We confirm that the only material **Adverse Interests/Rights** affecting the Property are referred to in the Schedule.

- g. No person other than the Borrower has an equitable or overriding interest in the Property.
- h. The Borrower **will** be in sole possession of the Property.
- i. The Security Trustee 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 Security Trustee 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 Security Trustee'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 Security Trustee's security.

3. VALUATION:

We have read the Valuation Survey Report dated 13.06.19 prepared by Kempton Carr Croft ("**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 Security Trustee 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:
 - Single storey x2 bed detached bungalow
 - Integral single garage.

accords with the planning permissions revealed by such searches as extracted below:

Date: 27/10/1981

Ref: 25125

Works: Ad 30/32 at Headley Close submission of details of garages pursuant to condition 3 on TP3 R24795 (Land adjacent to 30/32)
Property

Date: 06/10/1981

Ref: 24795

Works: Adj 30/32 at Headley Close, Epsom Erection of bungalow and garage

- 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: £340,000.00
- ii. Property: £340,000.00
- iii. Fixtures and Fittings: £N/A

NB: The Contract provides that an additional £10,000 is being paid to the Seller for Probate Fees.

5. SECURITY DOCUMENTATION:

The following security documentation has been properly executed and witnessed (where required) and certified copies are held by ourselves. *The originals are held by the Borrower's conveyancer save for the Guarantee and Board Resolution which enact hold.*

- a. Legal Mortgage To be dated on completion
- b. Debenture To be dated on completion
- c. Guarantee To be dated on completion - £100,000.00 – Lawrence Ernest Isherwood
- d. Board Resolution Held dated.

NB: enact also hold the relevant Independent Legal Advice Certificate in respect of the advice given on the Guarantee.

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 purchase 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 purchase.

We hold an irrevocable undertaking from the Borrower's conveyancers confirming that following completion they will send a completed AP1 in respect of the purchase of the Property and registration of the Security Trustee'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 confirmed.

SCHEDULE

RESTRICTIVE COVENANTS/ ADVERSE INTERESTS/RIGHTS

NB: . The Seller has no personal knowledge of the Property.

1. Title Matters

(a) Charges

None.

(b) Price Paid

- Price Paid on 27/08/19 £340,000.
- Valuation: £360,000.
- Purchase Price: £340,000 stated in the Contract and Transfer.
NB: The Contract notes an additional £10k is payable towards probate fees.

(c) Restriction

There is a Restriction on the title that states:

(27.08.2019) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

NB: As the Contract and Transfer confirm two transferors no further action is necessary.

(d) 1933 Conveyance

Of the land numbered **1** and **2** on the filed plan (see plan extracted below) and other land between (1) Chandos Estates Ltd ("**Covenantee**") and (2) DG Howard ("**Purchaser**") contains covenants the material details of which are summarised below.



The covenants are for the benefit of Vendors and their successors of the part of Copt Gilders Estate ("**Copt**") which shall not for the time being have been sold for building or other purposes ("**Covenantees**") to observe/perform the restrictions and stipulations in the **First Schedule** below provided:

- (1) The Covenantees have the power at the request of the purchaser or the persons deriving title under him to release or vary any of the restrictions or stipulations provided that **no such release or variation shall operate so as to enable any part of the land conveyed to be used for the sale of intoxicating liquors whether under a Grocer's Licence or otherwise or by way of distribution amongst the members of a Club.**
- (2) Nothing shall operate to impose any restrictions on the manner in which the Covenantee may deal with the part of the Copt for the time being remaining unsold or prevent them from altering:

- (a) the position of any road(s) (other than roads on which the land conveyed abuts) now proposed to be made in such manner as they think desirable provided that the Covenantee(s) shall not by any alteration affect the accessibility to the main roads of the land conveyed or convert any of the roads upon which the land conveyed abuts into a cul-de-sac except as shown on the plan
 - (b) the scheme at present in existence for the development of the rest of the Copt in such manner as they think desirable.
- (3) Nothing contained shall create a building scheme or entitle the Purchaser to any right of light or air or otherwise which would in any way prejudicially affect the free and unrestricted user by the Vendors and the persons deriving title under them of any adjoining property for building or other purposes and that any enjoyment of rights over Copt had by the Purchaser or persons deriving title under him shall (except in the case of rights of way over the said road and use of sewers/drains) be deemed to be by the recoverable licence or consent in writing of the Vendors.

THE FIRST SCHEDULE – Covenants which bind the Property

- No part of the land to be used for any purpose other than for the erection of **private dwellinghouses or the professional residences of Doctors Dentists or Solicitors or for use as Tennis Courts or private allotments or a Bowling Green and no trade or business of any description shall be carried on upon any part thereof.**
- Not more than 162 private dwellinghouses...to be erected on the land conveyed and on the land coloured green green hatched mauve pink yellow and blue on the said plan and no stable or garage may be erected on any part of the land except for private use in connection with a dwellinghouse attached or adjacent thereto and in such a position as the Surveyors approve.
- No hut shed caravan house on wheels or other chattel intended for use as a dwellinghouse or sleeping apartment nor any booth show swing roundabout or advertisement hoarding shall be erected or placed or used or allowed to remain upon any part of the land and the Covenantee(s) may remove and dispose of any such erection or other thing and for that purpose may break fences and forcibly enter upon any part of the land on which a breach of these stipulations shall occur and remove such erection and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto.
- No portion of the land is to be made into or used as a road or way except passageways for access to the rear without the written consent of the Covenantees and shall not be used for the sale of intoxicating liquors by retail for consumption either on or off the premises or by way of distribution among the members of a Club or otherwise.
- Each dwellinghouse shall be erected in accordance with plans and designs to be approved by the Vendors surveyors before the building is commenced (approval not to be unreasonably withheld) and a copy of the approved plans and designs for each particular type as the Surveyors shall so require shall be furnished to the Surveyors before the building is commenced.
- **No structural addition to or alteration in any dwellinghouse when erected shall be made except in accordance with plans and designs to be approved as last aforesaid and copies of the approved plans and designs to be furnished to the Surveyors.**

NB: The Borrower's conveyancer has confirmed: No previous alterations or additions have been made to the Property since erection as far as our enquiries have determined

- No part of any dwellinghouse except bays and architectural dressings shall project beyond or overhang the Building Line.
- **No part of the land shall at any time be sold or conveyed (except by way of Mortgage) unless in the assurance of such part of the land the persons or persons to whom or the Company to which the same is sold or conveyed shall enter in to a covenant for himself herself or themselves her or their successors in title to perform and comply with these conditions restrictions and stipulations so far as they may then be applicable.**

NB: The Transfer contains an indemnity covenant to ensure compliance with the above.

NOTE: No copy of the plan was supplied on first registration.

(4) THE Purchaser to bind the property covenants:-

- No building shall be erected on the property transferred until the site and elevation have been approved by the Vendor or her successors in title or their Surveyor and every such building shall be of such character and description and built according to such plans designs specifications and elevations as shall have been similarly approved in writing before the same is commenced provided that any such consent required to be given under this clause by the Vendor or her successors in title or their Surveyor shall not be unreasonably withheld and no such building shall after erection be altered without the like previous consent in writing.
- No garage erected on the property or any part shall be used otherwise than as a private garage for a private motor vehicle.
- No doorway window or other aperture shall be made in any part of the south facing side of any building now or hereafter erected on the property transferred.
- No building other than dwellinghouses or maisonettes and garages for use therewith shall be erected on the property hereby transferred and every such dwellinghouse or maisonette shall front the road adjoining the said property and shall preserve the frontage line of any houses now standing upon the land adjoining the property.

NB: In respect of the above the Borrower's conveyancer has confirmed: No previous alterations or additions have been made to the Property since erection as far as their enquiries have ascertained.

(e) Transfer dated 24/05/76

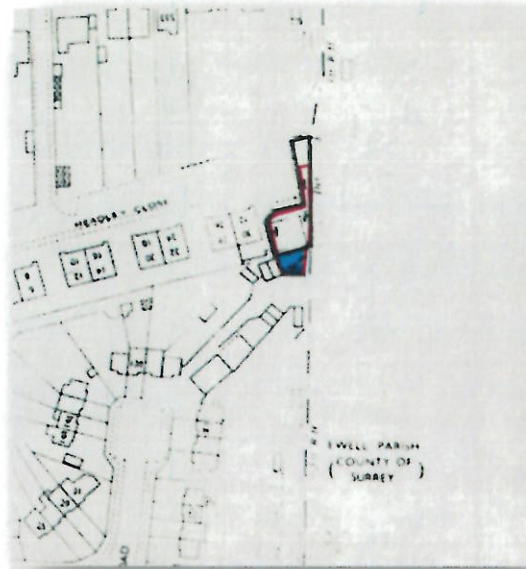
Of the land **numbered 1** on the filed plan and other land between (1) N.M Robinson and (2) A J Sida & Company Ltd contains covenants details of which are set out in the schedule of restrictive covenants which are the same as those stated above in the 1933 Conveyance.

(f) 1976 Transfer

A Transfer of the land **numbered 2** on the filed plan and other land dated 24/05/76 made between (1) David Graham Pickwick and Yvonne Whiting and (2) A J Sida & Company Ltd contains covenants identical with those contained in the Transfer dated 24/05/76 referred to in para (4) of the 1933 Conveyance.

(g) 1982 Transfer

A Transfer of the Property dated 26/11/82 between (1) A J Sida & Co Ltd ("**Transferor**") and (2) Brian William Embleton ("**Transferee**") contains the following material matters:



Rights for the benefit of the Property

Free passage of services from the Property through the conduits running into the mains in Headley Close together with the right of entry onto the Transferors adjoining land so far as is necessary to repair and maintain the same, the Transferee contributing to the cost of maintenance of such sewers and drains insofar as they are combined with those serving the adjoining premises known as no 30 and 32 Headley Close.

Rights excepted and reserved to the Transferor

All rights to light and air to the premises transferred for the benefit of the remainder of the Transferor's land in title SGL350993 and SGL220875.

Transferee covenants which bind the Property:

- (a) Not to erect any building on the land coloured blue on the plan other than in accordance with clause 3(1) of the Transfer referred to in entry No 3 of the charges register (Transfer dated 24/05/1976).
- (b) To maintain the boundary structures on the boundaries marked with an inward "T" on the plan. (NB: There are no "T" marks).
- (c) To cultivate so much of the land hereby transferred which may from time to time not be built upon as a private garden.

2. Contract

Seller	Jean Patricia Ellis and Brian Peter Ellis
Buyer	DPJ Property 3 Limited
Property	34 Headley Close Chessington KT19 9JA
Title	SGL362703
Price	£340,000
Title Guarantee	Limited
Vacant possession	Yes

Probate Fee

A "Probate Fee" of £10,000 has been agreed to be paid by the Borrower to the Seller so that the total payable to the Seller is £340,000 for the Property plus £10,000=£350,000. £340,000 is noted as the consideration in the Transfer document

The Borrower's conveyancer has confirmed that the Borrower is paying this fee as this is part of the deal/contract with the Seller.

Enact have queried with the Borrower's conveyancer: "We understand that the property has not been marketed. We consider that executor's have a duty to obtain the best price which usually involves marketing the Property, can you please obtain evidence of the steps taken to achieve this?" The Borrower's conveyancer has confirmed:

We are advised that the executor has examined the issues and believes that this is the best price.

Enact have queried with the Borrower's conveyancer as to whether 2/3 valuations been obtained by the Executor? Enact requested copies and for the average to be confirmed. The Borrower's conveyancer confirmed:

A copy of a valuation has been supplied by the Executor. This is dated 15/01/19 and confirms a figure of £310,000.

NB: Copies of the above documents have been sent to the Security Trustee.

3. A Transfer of the Property between the Seller and the Borrower

This confirms the following material matters:

Title	SGL362703
Transferor	Jean Patricia Ellis and Brian Peter Ellis
Transferee	DPJ Property 3 Limited
Property	34 Headley Close Epsom Surrey KT19 9JA
Purchase Price	£340,000
Covenants	The Transferee covenants with the Transferor that they will observe and perform the Restrictive Covenants contained in the Register of the title and will indemnify the Transferor against any future breach.

NB: We will not complete without sight of signed copies of the signed Contract and Transfer.

4. Occupational Interests

None.

5. Searches

NB: We have asked the Borrower's conveyancer to supply copies of relevant planning permissions and building regulations, warranties for electrics, boilers etc. They have confirmed that there are no such documents.

Date	Search	Material Matters Revealed
06/06/19	Local	<u>Adopted Roads</u> Headley Close <u>Planning Permissions</u>

		<p>Date: 27/10/1981 Ref: 25125 Works: Ad 30/32 at Headley Close submission of details of garages pursuant to condition 3 on TP3 R24795 (Land adjacent to 30/32) Property</p> <p>Date: 06/10/1981 Ref: 24795 Works: Adj 30/32 at Headley Close, Epsom Erection of bungalow and garage</p> <p><i>NB: Copies of the above are held from the planning portal.</i></p> <p><u>Building Regulations</u></p> <p>Date Plans approved: 22/12/1981 Ref: S/01944/FP Works Detached Bungalow and Garage</p> <p>Completion Certificate issued: No decode for 08/11/1982</p> <p><i>NB: The Borrower's conveyancer has confirmed that the above does relate to the Property, however copies are not available as the permission is too old.</i></p> <p><u>Planning Policy</u> SB1- South of the Borough</p> <p><u>Community Infrastructure Levy Charging Schedule</u> Yes – Two (Mayor for London and RB Kingston upon Thames)</p>
11/06/19	Water	<p>Mains water connected: Yes Surface water connected: Yes Foul water connected: Yes</p>
06/06/19	Environmental	<p><u>Ground Stability: Identified</u></p> <p>Natural Ground Subsidence -Moderate to High Recommendations:</p> <ul style="list-style-type: none"> - Carry out a visual inspection of the property looking out for cracks and other signs of subsidence have a structural survey conducted by a Structural Surveyor to clarify whether or not the property is being affected by any of the risks presented in this report - Contact the relevant Local Authority departments (e.g. Planning department, Building Regulations) to ask for records of the property and local area relating to subsidence check whether your property benefits from an NHBC guarantee or other environmental warranty that often covers structural issues remember that professional advice should be sought before altering the ground in any way at the property, including the planting of trees <p><u>NB: The Borrower's solicitor has confirmed that their client has not requested a Survey. They have advised their client to carry out a visual inspection of the Property. Their Client has confirmed that she is happy with the inspection. The Property does not have NHBC or other environmental warranty.</u></p> <p><u>Energy: Identified</u> Planned Single Wind Turbines Existing Solar Farms Energy Infrastructure</p>

		<p><u>Transportation: Identified</u> Historical Railways and Tunnels <i>NB: The Borrower's conveyancer has confirmed: The historical railways and tunnels are not sufficiently close to warrant any additional searches</i></p> <p><u>Electricity transmission lines and pylons: Identified</u> The nearest overhead transmission lines and/or pylon is located 243m from the property. Overhead power transmission lines are known to emit electromagnetic fields (EMF). <i>NB: The valuer has commented on this.</i></p>																
30/08/19	SIMR	SGL362703 Freehold																
/	Chancel	<p><i>NB: The Borrower's conveyancer has supplied a copy of an indemnity policy with the following material terms:</i></p> <table><tr><td>Insured</td><td>DPJ Property 3 Limited and the Insured's successors in title, including purchasers lessees and mortgagees</td></tr><tr><td>Use</td><td>Residential Unit</td></tr><tr><td>Property</td><td>34 Headley Close, Epsom KT19 9JA</td></tr><tr><td>Risk</td><td>A claim by a third party enforcing the benefit of a potential chancel repair liability which is enforceable against the Land.</td></tr><tr><td>Sum Insured</td><td>£1,000,000</td></tr><tr><td>Insurer</td><td>First Title</td></tr><tr><td>Policy No</td><td>19163400021</td></tr><tr><td>Policy Date</td><td>12/06/19</td></tr></table>	Insured	DPJ Property 3 Limited and the Insured's successors in title, including purchasers lessees and mortgagees	Use	Residential Unit	Property	34 Headley Close, Epsom KT19 9JA	Risk	A claim by a third party enforcing the benefit of a potential chancel repair liability which is enforceable against the Land.	Sum Insured	£1,000,000	Insurer	First Title	Policy No	19163400021	Policy Date	12/06/19
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Sum Insured	£1,000,000																	
Insurer	First Title																	
Policy No	19163400021																	
Policy Date	12/06/19																	
07/06/19	Company	<p>Name: DPJ Property 3 Limited Active: Y Directors: Lawrence Ernest Isherwood and Philippa Isherwood Shareholders: PSC: DPJ Groups Ltd Purpose: - Other business support service activities not elsewhere classified Charges: None</p>																
07/06/19	Company	<p>Name: DPJ Groups Ltd Active: Y Directors: Lawrence Ernest Isherwood and Philippa Isherwood PSC: Lawrence Ernest Isherwood: More than 50% but less than 75% Philippa Isherwood: More than 25% but not more than 50% Purpose: - Other business support service activities not elsewhere classified Charges: None</p>																
Expires: 17/09/19 26/09/19	Bankruptcy	<ul style="list-style-type: none">• Lawrence Ernest Isherwood• Philippa Nicole Isherwood• Larry Isherwood• Brian William Embleton• Jean Patricia Ellis• Brian Peter Ellis																
Expires: 08/10/19	Priority	In favour of Proplend Security Limited. This reveals applications which have since been completed.																
27/07/19	Lender Exchange Check	Clear - BWT Law LLP																
23/05/19	SRA Check	Clear – BWT Law LLP 23/05/19																
/	Source of Funds	The Borrower's conveyancer has confirmed:																

		<p>Remaining funds will be available once their client has re-mortgaged another property currently mortgaged to Proplend Security Limited namely 1D Headley Close Epsom. This is owned by DPJ Property Limited. Funds will be sent to the bank account of DPJ Property 3 Ltd.</p> <p><u>NB: We will not complete without sight of a copy of the bank statement showing the re-mortgage funds being transferred into the account of DPJ Property Limited and then out to DPJ Property 3 Ltd.</u></p>
05/09/19	Official Copies	SGL362703

OTHER

6. Buildings Insurance

NB: We will not complete without sight of written confirmation from the broker that the points highlighted in green will be dealt with on completion and a copy of the amended schedule sent to us.

Insurer	Vasek Insurance
Property	34 Headley Close Epsom Surrey
Sum	£195,000
Reinstatement	£195,000
Insured	Company Name to be stated
Quote Ref	Q953733
36 mths Loss of Rent	<u>NB: Not covered. You have agreed to waive this requirement.</u>
Index Linked	Yes
Notes PL Interest	
Policy Booklet held	Yes

We have been provided with a copy of a Buildings Insurance Policy with Arthur J Gallagher – Sabotage and Terrorism Insurance for DPJ Property 3 Limited – Lead Insurer Ark Syndicate 4020 via AJG Vehicle Triple A (SME Facility)

Address of the Property to be added:

Expires 12/08/2020

Property damage £195,000

Interest noted:

Index Linked:

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

Date	Report	Contents
13/05/19	EPC – expires: 13/05/2029	D60
	Asbestos	<p>The property is of an age whereby the use of asbestos containing materials in its construction cannot be ruled out. You are advised to obtain further advice upon the management of asbestos in premises and prior to considering the removal or modification of this material, we would refer you to the Health & Safety Executive's web site www.hse.gov.uk/asbestos. In particular, we draw your attention to the matter that the ceilings are covered in Artex. Artex often (but not always) contains asbestos and the only way to establish whether asbestos has been used within the Artex at this property is to have it tested. As such, prior to any alterations being carried out to disturb the Artex, testing should be carried out by a specialist asbestos contractor.</p> <p><u>NB: The Borrower's conveyancer has confirmed: We are instructed that the only asbestos that may be present is in the artex ceilings. My client</u></p>

		<p>has no intention of removing or altering the artex, so no asbestos report is needed.</p> <p><u>NB: You have confirmed: Requirement for asbestos report waived. During the course of our loan, only a light refurbishment will be undertaken, and the artexed ceilings will not be disturbed. The Property will also not be tenanted during the course of our loan. We will be repaid upon the sale of the Property.</u></p>
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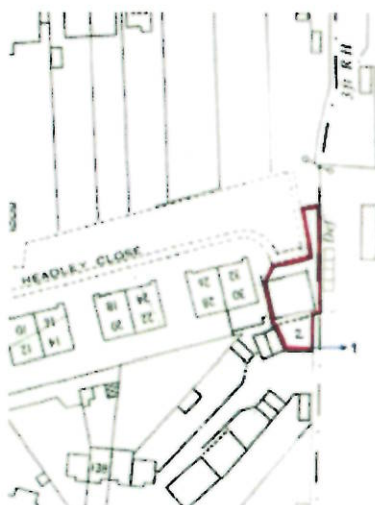
8. Identification Documents

Name	List A ID	Date/Expiry	List B	Date/Expiry
Lawrence Isherwood	Passport	02/05/2029	/	/
Lawrence Isherwood Cedar the Street	Driving Licence	13/05/2022	/	/
Philippa Nicole Isherwood	Driving Licence	01/06/2028	/	/
Philippa Nicole Isherwood	Passport	27/08/2024	/	/

9. Valuation – Material Matters

Date	13/06/19
Market Value	£360,000
Market Rent	£1,150.00
Reinstatement	£195,000
Property	34 Headley Close Epsom Surrey KT19 9JA
Purchase Price Property	£340,000 Property £10,000 Probate Fee
Use	<ul style="list-style-type: none"> • Single storey x2 bed detached bungalow • Integral single garage.
Tenure	Freehold
Built	Early 1980s
Boundary Obligation	<p><u>Valuer to note:</u></p> <p><u>Enact have queried with the following with the Borrower's conveyancer as the Seller's Property Information Form confirms: "Not known who owns the boundaries". The Borrower's conveyancer has confirmed that they have advised the Borrower that they may be responsible for all boundaries.</u></p>
Access	<p>Headley Road believed to be adopted.</p> <p><u>Valuer to note that this road is confirmed as adopted.</u></p>
Other	<p>The agreed purchase price is £340,000, but the purchaser told us there was also a £10,000 probate fee for the executor. We have not come across this situation before, and so conveyancers should investigate and confirm that details are acceptable prior to any lending being supplied. We have informed Proplend of this separately.</p> <p><u>NB: Valuer to note our comments elsewhere in this report.</u></p>
Double Glazing	<p><u>NB: The Borrower's conveyancer has confirmed: The seller is an Executor and does not know the date of the installation of any double glazing.</u></p>

TITLE PLAN & VALUATION PLAN



Signed by:	<i>Sarah Creasey</i>
Signature Name:	Sarah Louise Creasey
Position:	Solicitor
Authorised to sign for and on behalf of:	enact Conveyancing Limited
Date:	10/09/2019