

REPORT ON TITLE



NB: The image extracted is for illustrative purposes only.

REFINANCE – SEPARATE REPRESENTATION

To	Proplend Security Limited ("the Security Trustee ")
From	enact Conveyancing Limited
Borrower	GE Bowra Group Limited
Company Number	00663205
Property	29 Albion Street, Broadstairs, Kent, CT10 1LX
Is the Borrower the same as the Owner?	Yes
FULL NAME OF OWNER IF DIFFERENT (Where Property is being transferred state intended owner): Not applicable	N/A
Advance Amount	£1,106,000 Amount to be released to enact on completion: £1,031,340

1. TITLE

a. We certify that the Property is:

Tenure:	Leasehold
Title number:	K954305 & K661684
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**") showing the Property **edged red**. ***There is a small discrepancy between the Title Plan and the plan attached to the Valuation. NB: The valuer has confirmed that this does not have an adverse impact on 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 not** 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 23/08/19 prepared by Pinders Professional & Consultancy Services Limited ("**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 highlighted 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 **Restaurant/Bar A4 drinking establishments** use accords with the planning permissions revealed by such searches:

Lease: Class A3 (Restaurant/Café)

Planning:

Dated: 27/03/09

Ref: F/TH/09/0103

Works: Change of Use and conversion of ground floor from retail shop (A1 use class) to drinking establishment (**A4 use class**) with alterations to shop front erection of ducting to rear and use of the highway for the siting of tables and chairs.

Premises: 29 Albion Street

The Borrower's conveyancer has confirmed that the planning use is A4 (drinking establishment), permitted change to A3 (Restaurant and café) and AA (Drinking Establishment). The Borrower has limited the use to A3 via the lease as they do not want the Property used as a drinking establishment.

- d. a copy of this Report has been sent to the valuer for confirmation that the contents do not have an adverse impact on the Valuation.

4. PURCHASE CONTRACT:

- a. Purchase Price: £N/A
ii. Property: £N/A
iii. Fixtures and Fittings: £N/A

5. SECURITY DOCUMENTATION:

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

- a. Legal Mortgage To be dated on completion.
b. Debenture N/A
c. Guarantee To be dated on completion – Limited to £221,200
• George Edward Alan Bowra
• Christopher Edward Bowra
d. Board Resolution To be dated before completion

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

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 the Borrower's conveyancers confirming that following completion they will send a completed AP1 in respect of the refinance of the Property and registration of the Security Trustee's Legal Mortgage, 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	TBC

SCHEDULE

RESTRICTIVE COVENANTS/ ADVERSE INTERESTS/RIGHTS

The Borrower has confirmed that so far as they are aware the covenants to which the Property is subject have not been breached and the rights to which the Property is subject do not have an adverse impact on the existing use.

1. Title Matters

(a) Charges

To be redeemed by the Borrower's conveyancer on completion in accordance with their undertaking:

Date	Existing Lender	Borrowers' Conveyancer confirmed amounts outstanding
09/10/15	Aldermore Bank PLC	£253,325.51 as at 30/09/19
Total		

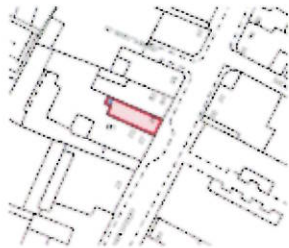
(b) Price Paid / Opted to Tax

- K661684 The price stated to have been paid on 23.01.09 was £80,000.
- No price paid for the other title.
- Valuation – MV-STL: £195,000.
- The Borrower has confirmed that they have not opted to tax the Property.

(c) K954305– Leasehold Title

The land is subject to such rights as may be subsisting in favour of the persons interested in the charge dated 23.01.09 between (1) the Borrower and (2) Skipton Building Society of the lease referred to in the Schedule of Leases below:

Ground Floor Shop and Basement – GE Bowra Group Limited
Lease dated 10.11.1988 999 years from 25.06.88
K661684 tinted pink



- ##### (d) K661684 – Leasehold Title
- No specific entries to disclose.

2. Occupational Interests

Please see the Occupational Lease Schedule appearing at the end of this Report.

3. Searches

Date	Search	Material Matters Revealed
15/08/19	Local	<u>Adopted Roads</u> Albion Street – Yes

NB: The search notes for access to the rear of the Property please refer to Land Registry for ownership details.

NB: The valuation confirms:
No direct access to the rear, other than through the basement cellar of adjoining no 31 Broad St to the outside fire escape stair well.

Planning Permissions

Dated: 27/03/09

Ref: F/TH/09/0103

Works: Change of Use and conversion of ground floor from retail shop (A1 use class) to drinking establishment (A4 use class) with alterations to shop front erection of ducting to rear and use of the highway for the siting of tables and chairs.

Premises: 29 Albion Street

Copy held

NB: A Trade waste licence required as a condition. The Borrower's conveyancer has supplied a copy of a controlled waste transfer note to SLD Restaurants Limited dated 01/04/19 for the period of 01/04/2019 to 31/03/2020.

We have queried with the Borrower's conveyancer that that the document supplied was not a Licence and they have confirmed that: "Our Client has advised that the tenant does not carry waste. They have covered their legal responsibility by employing a registered trade waste carrier."

Dated: 04/06/09

Ref: F/TH/09/0103

Works: Change of Use and conversion of ground floor from retail shop (A1 use class) to drinking establishment (A4 use class) with alterations to shop front erection of ducting to rear and use of the highway for the siting of tables and chairs.

Copy held

NB: The Borrower has confirmed that they are not aware of any breach of planning/buildings regulations.

NB: The Borrower has confirmed that they have not been notified of any breach of planning.

Planning Policy

- (1) Thanet Local Plan: (adopted 2006) Saved Policies.
- (2) Kent Minerals Local Plan: Construction Aggregates (adopted December 1993) Saved Policies.
- (3) Kent Minerals Local Plan: Chalk and Clay (adopted December 1997) Saved Policies.
- (4) Kent Minerals Local Plan: Oil and Gas (adopted December 1997) Saved Policies.
- (5) Kent Waste Local Plan: (adopted March 1998) Saved Policies.
- (6) Kent Minerals Subject Plan: Brickearth Written Statement (adopted May 1986) Saved Policies.

- (7) Cliftonville Development Plan Document: (adopted February 2010).

Conservation Area

		<p>Yes</p> <p>Selective Licensing Area</p> <p>Yes</p> <p>An area comprising certain parts of the electoral wards of Cliftonville West and Margate Central was designated as a selective licensing area on 19 January 2016 under Part 3 of the Housing Act 2004. The designation became operative on 21 April 2016. Unless a prescribed exemption applies, every property that is let to a private tenant within the designated area must be licensed with Thanet District Council. Please contact the council's Housing Regeneration Team on 01843 577437 for more information.</p> <p>Date: 15/08/2019</p>
15/08/19	Water	Mains, Surface and foul water connected: Yes
08/08/19	Environmental	<p>Radon Identified</p> <p>Between 1 and 3% of homes estimated to be at or above the action level.</p> <p>This does not necessarily mean that the property has high radon or that there is cause for concern. Public Health England advises that homes in affected areas should be tested.</p> <p>Environmental Constraints – Identified</p> <ul style="list-style-type: none"> • Marine • Conservation Zones, Sites of Special Scientific Interest, Ramsar Sites, Special Areas of Conservation and Special Protection Areas. <p><i>NB: The valuer has been provided with a copy of the Environmental Report and has concluded "...in the professional opinion of Landmark Information Group, the level of risk associated with the information assessed in their report was unlikely to have an adverse effect on the value of the property."</i></p>
10/08/19	SIMR	<p>K34045 Freehold – C&K Bowra</p> <p>K661684 Leasehold – Borrower</p> <p>K954305 Leasehold – Borrower</p> <p>TT23674 Leasehold – CE Bowra</p> <p>TT23675 Leasehold – Borrower</p>
08/08/19	Chancel	<p>Located within the historical boundary of a tithe district within a parish which continues to have a potential chancel repair liability.</p> <p><i>NB: The Borrower's conveyancer will place on risk an indemnity policy with chancel sure – 25 yrs period limit of indemnity of £250,000 – commercial (less than 3 acres).</i></p>
08/08/19	Ground Report	<p>Radon - Identified</p> <p><i>NB: The valuer has been provided with a copy of the Report and has concluded "...TerraFirma has determined that "No further action is required" as their Ground Report has not identified any mining-related or ground stability hazards that require further actions on the part of the conveyancer or purchaser."</i></p>
29/07/19	Company	<p>Name: GE Bowra Group Limited</p> <p>Active: Yes</p> <p>Directors: George Edward Alan Bowra and Joanne Manning</p> <p>Shareholders: The Company is owned;</p> <ul style="list-style-type: none"> - 50% by C E & G E A Bowra as Trustees of C E Bowra Settlement - 19% by C E Bowra - 9.36% by C E & G E A Bowra as Trustees of M D Bowra Settlement - 7.214% by George Edward Alan Bowra - 7.213% by Christopher Edward Gordon Bowra - 7.213% by William George Tyler Bowra. <p>PSC: George Edward Alan Bowra</p>

		<p>Christopher Edward Bowra Purpose: - Buying and selling of own real estate Charges: <u><i>The Borrower's conveyancer has confirmed that the following Charges will be removed on or before completion from Companies House:</i></u></p> <p>Three charges to Aldermore Bank PLC dated 09/10/15 over the following properties:</p> <ul style="list-style-type: none"> • 1-12 Westcliff Arcade • 29 Albion Street • 4,6 and 8 Fort Hill and 3 and 5 King Street <p><i>NB: There does not appear to be any charges at Companies House registered against the Property known as The Winchester Club, 7 Turner Street.</i></p> <p><u><i>(a) Legal Mortgage to Skipton Building Society dated 16.03.16 contains a floating charge - Letter of Consent & Non Crystallisation to be supplied in agreed form on the morning of completion. Confirmed by email from Skipton on 12/08/19</i></u></p> <p><u><i>(b) Debenture – Aldermore Bank PLC - dated 09.10.15 – Letter of Consent & Non Crystallisation to be supplied in agreed form on the morning of completion.</i></u></p>
18/08/19	Company	SLD Restaurants Ltd – Active - Licensed Restaurants
Expires: 22/10/19	Bankruptcy	<ul style="list-style-type: none"> • George Edward Alan Bowra • Joanne Irene Manning • Christopher Edward Bowra
Expires: 13/11/19 18/10/19	Priority	K954305 K661684 In favour of Proplend Security Limited - Clear
06/08/19	Lender Exchange Check	Marsden Duncan Solicitors Clear
29/07/19	SRA Check	Marsden Duncan Solicitors Clear
05/08/19	Official Copies	In date K954305 & K661684

OTHER

4. Buildings Insurance

The Borrower has confirmed splits as follows given the policy covers 3 properties:

27 Albion Street - Rent £53,760 pa

29 Albion Street - Rent £14,532 pa

31 Albion Street - Rent £30 pa

Total Rents: £68,322 p.a.

Insured	GE Bowra Group Ltd
Insurer	One Commercial
Property	27, 29 and 31 Albion Street, Broadstairs, Kent, CT10 1LX
Sum Insured	£1,729,521
	NB: A letter from Cotters Insurance Brokers dated 04/10/19 confirms a split of:

	27 Albion Street £1,262,021 29 Albion Street £287,500 31 Albion Street £180,000 Total: £1,729,452
Declared Value	£1,503,931 NB: The amount attributable to 29 Albion Street is £250k.
Reinstatement Figure – Valuation	£250,000 (exclusive of VAT)
Policy No	CPPO00126725
Expiry	30/06/2020
Use	Jewellery Retailer, Restaurant, Residential Shops with Flats Above <i>NB: Multiply properties covered.</i>
Terrorism	Yes
36 Months Rent	£345,904.15 <i>NB: The occupational Tenant Rent £14,532 pa x3=£43,596</i> The Schedule notes Loss of Rent split at £14,532 pa x 3=£43,596.
PSL Interest noted	Yes
Index-Linked	Declared Value uplift
Copy Policy sent to PSL	Policy Booklet - held

5. **Fire Risk Assessment /Asbestos Report/Access Audit/Energy Performance Certificate / Licences**

Date	Report	Contents
22/08/19	EPC – expires: 21/08/2029	D87
12/09/19	Fire Risk Assessment (“FRA”)	<p>We have been supplied with a copy of a FRA for Albarino Tapas Restaurant a copy of which has been sent to you and the valuer.</p> <p><u>We hold a copy of a letter from the Borrower confirming that they undertake to complete all necessary works set out in the FRA within 3 months of completion. The original is to follow.</u></p> <p>The valuation notes: <i>We are advised that a FRA has been prepared and there are currently no matters outstanding.</i></p> <p><i>The valuer has confirmed in an email dated 14/10/19 “This identified a requirement for the installation of an emergency light within the enclosed lobby between the bar/restaurant and customer toilet, which George Bowra advises us today has already been undertaken. As such, the contents of the Fire Risk Assessment do not provide us with cause to amend our previously reported valuation figures.”</i></p>
09/06/09	Asbestos Report	<p>No Asbestos detected – No recommendations.</p> <p><i>The valuer has been provided with a copy of the Report and has confirmed: “..No asbestos detected.. according with the comments made on Page 14 – External Property – Condition – Paragraph 3 of our valuation report.”</i></p>

05/05/09	Access Audit	<p>The valuer has been provided with a copy of the Audit and he has commented:</p> <p><i>“The previously referred to Access Statement undertaken by Anthony Swaine Architect, had been prepared in support of alterations to the subject property following the borrower’s gaining planning consent under refer no F/TH/09/0103 for Change of Use from A1 - retail shop to A4 – drinking establishment in March 2009. This is referred to on Page 18 – Statutory Authorities – Planning and Highways – Second Schedule of our valuation report. The ‘light well’ in conjunction with the formation of a lean-to roof, has since been utilised to provide for stairs to connect the ground floor catering kitchen with the basement preparation/freezer room and cellars. This is referred to on Page 17 – Internal Description – Access – Second Paragraph, First Sentence of our valuation report.”</i></p>
03/11/11	Premises Licence	Albarino Tapas Restaurant Bar – 29 Albion Street

6. Identification Documents

Name	List A ID	Date/Expiry	List B	Date/Expiry
George Edward Alan Bowra	Passport	2025	/	/
George Edward A Bowra	Driving Licence	2021	/	/
GEA Bowra	/	/	Council Tax Bill	2019/20
George Edward Bowra	/	/	Halifax Statement	24/09/18
CE Bowra 3 Westcliff Mansions	/	/	Council Tax Bill	2019/20
Christopher Edward Bowra	Passport	2024	/	/
Joanne Irene Manning	Driving Licence	2028	/	/
Joanne Irene Manning	Passport	2026	/	/
Joanne Manning	/	/	Npower	24/05/18
J Manning	/	/	NatWest Bank Statement	10/05/19

7. Valuation – Material Matters

Date	23/08/19
VP Market Value	£185,000
Market Value STL	£195,000
Market Rental Value	£14,500
Business Owner	SLD Restaurants Ltd – Steven Dray
Reinstatement	£250,000
Property	<ul style="list-style-type: none"> Albarino Tapas Bar Restaurant – 29 Albion Street Ground & basement Created by the Borrowers in 2010 from conversion of a previous book shop, historically formed part of the former Balmoral Hotel.
Built	Circa 1850 three-storey over cellars building.
Use	Bar/Restaurant A4 – ‘drinking establishments’ use
Tenure	<ul style="list-style-type: none"> Leasehold - 999-years from June 1988 Rent: £5 pa, plus insurance rent

	<ul style="list-style-type: none"> Sublet on 6-yr FRI lease from August 2018 at a commencing rent of £14,532 pa
Services	Advised connected.
Planning	F/TH/09/0103 Dated: 27/03/09 Change of use and conversion of ground floor from retail shop A1 use class) to drinking establishment (A4 use class) with alterations to shop front and erection of ducting to rear.
Conservation Area	Yes
Access	<ul style="list-style-type: none"> Shares an open fronted entrance porch from the pavement with the occupants of x7 residential flats on the upper floors of Balmoral Mansions. Benefit of access at all reasonable times to the basement cellars of adjoining no 31 Albion St, through which there is a designated alternative means of escape to the rear. Abuts the pavement of Albion St, has no external areas. The residential flats above are part of Balmoral Mansions in the ownership of the G E Bowra Group, they do not form part of the security to the bank. No direct access to the rear, other than through the basement cellar of adjoining no 31 Broad St to the outside fire escape stair well.
Equality Act	No level access to premises.
Asbestos	<ul style="list-style-type: none"> Borrower advises: Asbestos survey undertaken, prior to refurbishment works by the Borrower to convert the former bookshop into a restaurant in 2009/2010. We understand that it did not identify any areas containing asbestos materials. Valuation on assumption: No asbestos related issues attracting a significant cost.

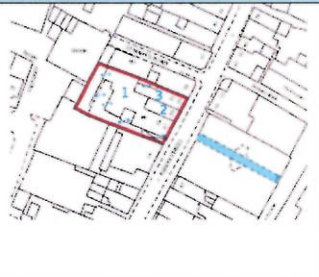
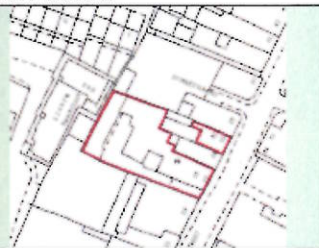

OCCUPATIONAL LEASE SCHEDULE

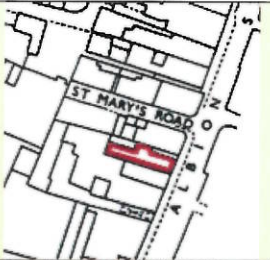

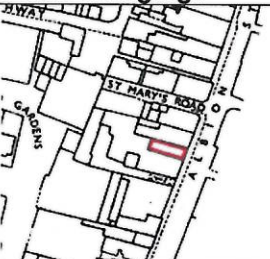
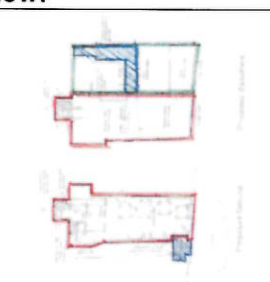


Overview of Title /Leases

Notes:


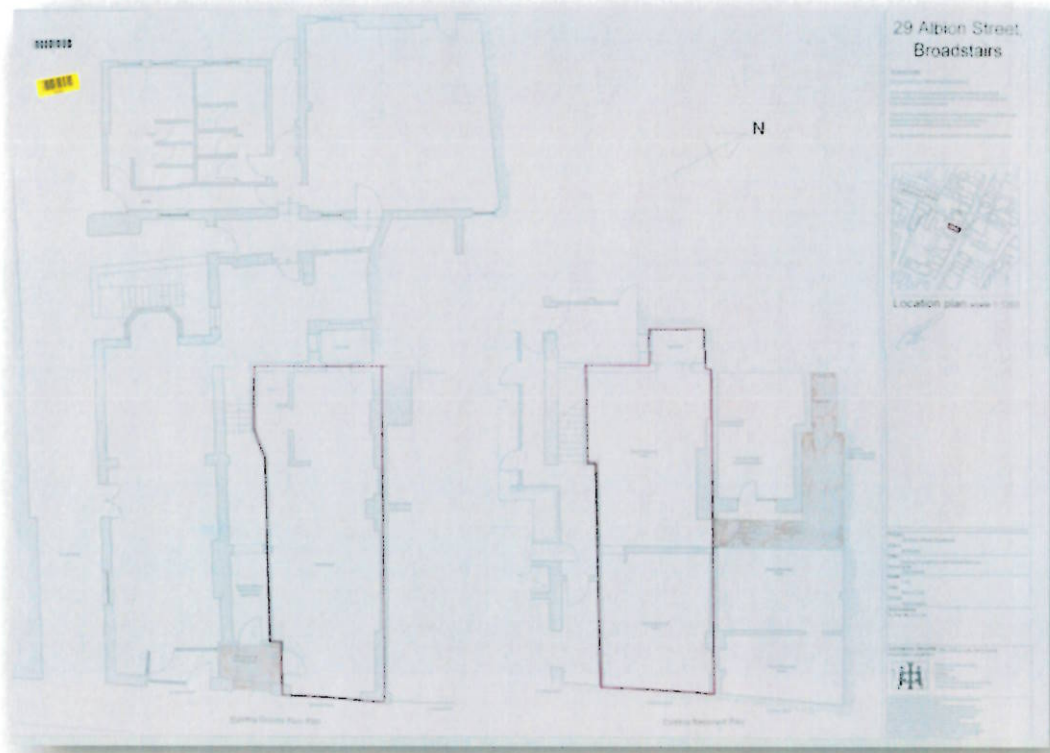
- Rents are confirmed where we hold the details.
- Borrower confirmed: Not aware of any breach of the terms of the Leases being taken into charge and the occupational lease.
- The valuer has been provided with copies of the leases being taken into charge together with a copy of the occupational lease and he has commented:

"We should point out that the Redecoration Clause in this lease/underlease requires the exterior of the property to be redecorated in every third year and interior every fifth year of the term. In contrast, the six-year Law Society sub-lease dated 31/07/13, between G E Bowra Group Limited as Landlord and SLD Restaurants Limited as Tenant from 08/08/18, indicated the latter being responsible for decorating both internally and externally every five years. – This is referred to on Page 10 – Tenure and Title – Paragraph four – Schedule – Ninth Entry – Repairing Obligations of our valuation report... , these do not provide us with cause to amend our previously reported valuation figures."

Owner	Property	Title	Tenure	Term	Rent	Plan
Christopher Edward Bowra & Karen Margaret Bowra	The Balmoral Hotel and 27 Albion Street, Broadstairs	K34045	Freehold	/	/	
The Freehold Title is subject to three registered leases highlighted in green below						
Karen Margaret Bowra	33 Albion Street	TT33990	Leasehold	Date 09.01.03 999 yrs from 09.01.03	/	
The above Lease is subject to the following lease						
	Land at 33 Albion Street	K973062	Leasehold	Date 28.09.10 From 09.01.03 expiring on 08.01.3002	/	
Christopher Edward Bowra	27,29 and 31 Albion Street	TT23674	Leasehold	Date 04.11.13 999yrs from 09.01.03	/	
The above Lease is subject to three leases below highlighted in orange including the lease we are charging highlighted in bold registered with Title Number: K954305						

Gemset of Broadstairs Limited	31 Albion Street (Ground Floor Shop)	K514758	Leasehold	Date 18.12.1980 99 yrs from 29.09.1980	£30 and insurance rent	
<u>G.E.Bowra Group Limited</u>	<u>29 Albion Street (Basement and Ground Floor Shop)</u>	<u>K954305</u> <u>NB: Charged to Aldermore Bank PLC dated 09.10.15 affecting K661684</u>	<u>Leasehold</u>	<u>Date 03.04.09</u> <u>998 yrs from 09.01.2003 to 31.12.3001</u>	<u>£5pa</u>	
The above Lease that we are charging is subject to the Lease below which we are also charging:						
<u>GE Bowra Group Limited</u>	<u>29 Albion Street (Ground floor shop and basement)</u>	<u>K661684</u> <u>NB: Charged to Aldermore Bank PLC dated 09.10.15 affecting K954305</u>	<u>Leasehold</u>	<u>Date 10.11.1988</u> <u>999 yrs from 25.06.1988</u>	<u>£5pa</u>	
The above lease is subject to an unregistered occupational lease below:						
SLD Restaurants Limited (Restaurant & Café)	29 Albion Street	N/A	Leasehold	Date 31.07.18 6 yrs from 08.08.18 to 07.08.24	£14,532	
GE Bowra Group Limited	Flat 7, Balmoral Mansions, 27 Albion Street (second floor flat) (Charged to Skipton Building Society)	TT47980	Leasehold	Date 16.03.16 999 yrs (less 10 days) from 09.01.03 to 3002		
GE Bowra Group Limited	5 Balmoral Mansions (Third Floor Flat) (Charged to Skipton Building Society)	TT23675	Leasehold	Date 04.11.13 999 yrs from 09.01.03	/	

Ground Floor Shop and Basement – GE Bowra Group Ltd

<p>Premises</p>	<p>Ground Floor Shop and Basement – 29 Albion Street, Broadstairs Kent shown edged red on the plan extracted below and registered with Title Number K954309</p>  <p>Including:</p> <ul style="list-style-type: none"> • Conduits serving the Property • Internal and external; load bearing walls • Ceilings but not the joists to which the ceilings are affixed together with the surface and joist of the ground floor. • Foundations  <p><i>As to the part tinted pink on the title plan only the basement and ground floors are included in the Title.</i></p> <p>Landlord's Title K852221 NB: This title has been closed.</p>
<p>Date</p>	<p>03/04/09</p>
<p>Parties</p>	<p>Christopher Edward Bowra ("Landlord") GE Bowra Group Ltd ("Tenant")</p>
<p>Term</p>	<p>998 yrs from 09/01/03 to 31/12/3001</p>
<p>Premium</p>	<p>£10,000</p>
<p>Building</p>	<p>The building of which the Property forms part.</p>

Building Contribution	20% of the amount which the Tenant shall be obliged to pay by way of contribution under clause 3(6).
Headlease	Tenant to perform the covenants on the part of the lessee contained in any Lease under which the Landlord holds the Property (other than rent) so far as they relate to the Property. Landlord covenants to pay the rent reserved by any Lease by which the Landlord derives title to the Property.
Contracted out of the LTA 1954?	No
Rent	Initial Annual Rent: £5 pa by equal quarterly payments in advance on the usual quarter days being 25.03, 24.06, 29.09 and 25.12 Rent: Peppercorn (if demanded) NB: £5 is deemed a peppercorn and rent is not paid. Rent Commencement Date: 03/04/09
Forfeiture (a) Rent unpaid 14 days after due. (b) Breach of condition. (c) Tenant/guarantor insolvency.	(a) Yes (b) Yes (c) Yes <u>NB: This is a defect in the Lease as a landlord's right to forfeit a lease on insolvency may be fatal to the worth of the lease as a valuable security interest. For example, if the lender enforces its security by appointing a receiver over the property, that appointment will usually trigger the insolvency forfeiture provisions in the Lease.</u> <u>A Deed of Variation will be entered into on completion and registered at the Land Registry by the Borrower's conveyancer removing the forfeiture on insolvency clause and also including a clause so that you are notified of intending forfeiture to remedy a breach to enhance your position. A lease should not be liable to forfeiture for breach of covenant (including non-payment of rent) unless the landlord has first given any mortgagee of which it has been made aware notice of its intention to forfeit. This notice should specify the grounds for the intended forfeiture and provide the mortgagee with an opportunity to remedy the breach. The provisions permit the lender as mortgagee to "step-in" to the lease in the place of the tenant in these circumstances. (the "Deed of Variation")</u> <u>We hold a signed copy of the Deed of Variation.</u>
Use	Restaurant – Use Class A3
Repair	Tenant: To keep the Property at all times in good and substantial repair and condition. Landlord: To maintain and keep the building of which the Property forms part in good repair and condition and roofs gutters chimneys downpipes structure foundations and decorated as often as reasonably necessary.
Decoration	Exterior – Every third year Interior – Every fifth year In respect of the whole of the Property in the last year.
Insurance	Insurance Contribution: 20% of the gross cost of the premium before any discount or commission for insurance paid by the Landlord for insuring the Property. Payable on the quarter day next following payment of the premium by the Landlord. Landlord covenants to at all times keep the Property insured to the full reinstatement. <u>NB: The Borrower has confirmed that the insurance contribution requirements are waived.</u>
Alterations (a) External/structural: (b) Internal, non-structural alteration:	Not to permit any alterations or additions to the Property. (a) No (b) Not without the consent of the Landlord such consent not to be unreasonably withheld or delayed.
Alienation	<u>Assignment</u> Whole: Not without the intended assignee or subtenant entering into a deed of covenant to comply with the covenants in the lease.

Not without the Licence of the Landlord subject to a condition that the assignor enters into an AGA.

Subject to conditions (Clauses 18 (iv) (a) to (d)) including on the financial standing of directors in the case of a company.

Part: The lease is silent

NB: There is no qualifying statement confirming that consent is not to be unreasonably withheld or delayed. NB: The Deed of Variation amends this.

Underletting

Whole: Not without the intended assignee or subtenant entering into a deed of covenant to comply with the covenants in the lease.

NB: There is no qualifying statement confirming that consent is not to be unreasonably withheld or delayed. NB: The Deed of Variation amends this.

There are conditions on underletting at Clause 18 (v) i.e. the lease to be granted at full market rent with same reviews as the lease and exclude the lease from the Landlord and Tenant Act 1954.

- (v) The Landlord shall not be obliged to grant Licence to the Tenant to underlet this Lease unless such Underlease is at full market rental with the reviews coinciding with this Lease and the same incorporates an Agreement between the Tenant and the Underlessee complying with the Regulatory Reform (Business Tenancies) (England & Wales) Order 2003 agreeing the provisions of Section 24-28 of the Landlord & Tenant Act 1954 as amended should be excluded in relation to the term created by the Underlease

NB: The Borrower's conveyancer has confirmed that the Occupational Lease to SLD is not excluded from the 1954 Act as required by the above and therefore the Tenant has security of tenure. You have confirmed that you are happy to proceed on this basis.

Part: Lease is silent.

Group Company Sharing: Not without the intended assignee or subtenant entering into a deed of covenant to comply with the covenants in the lease.

Charging

Whole: Not without the intended assignee or subtenant entering into a deed of covenant to comply with the covenants in the lease.

NB: There is no qualifying statement confirming that consent is not to be unreasonably withheld or delayed. NB: The Deed of Variation amends this.

Part: Lease is silent.

Give notice of dealings

- (19) Within one month after every assignment subletting mortgage or charge of the Property and every devolution of the title thereto whether the same shall be effected orally or in writing to give notice thereof with full particulars to the Landlord or to his Solicitors and to pay a registration fee of not less than Twenty Pounds on each such occasion and at the same time as giving such notice to produce for inspection and retention a certified copy of any such assignment mortgage or charge or the counterpart of any such sublease or if the same be made orally a memorandum of the terms of such transaction

NB: The Borrower's conveyancer has confirmed that they will serve notice of charge and pay the relevant fees on completion as required under the Lease.

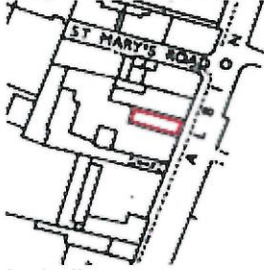
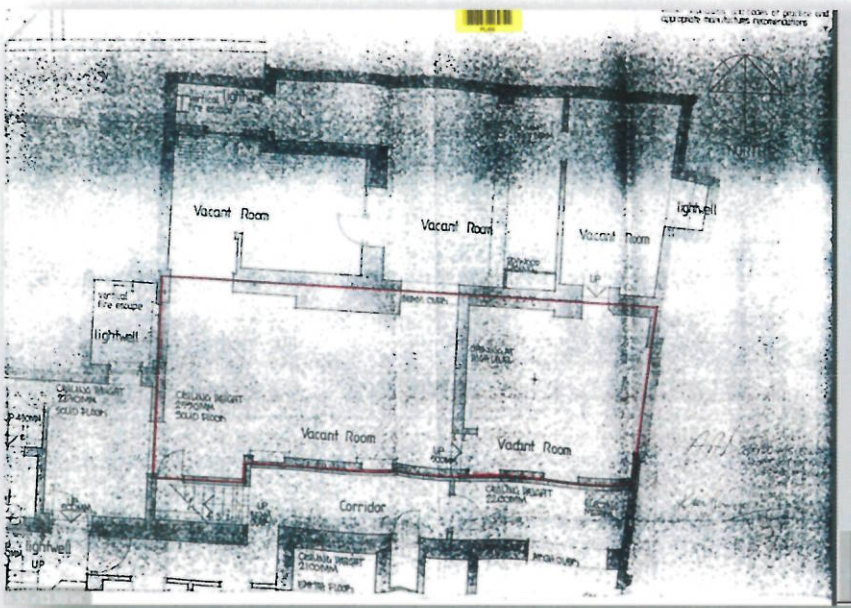
Need evidence that the Occ Tenant has entered into a Deed of Covenant as required by the below:

- (ii) Not to assign charge underlet nor part with nor share the possession of the whole of the Property without the intended Assignee or sub tenant executing and delivering to the Landlord a Deed prepared by the Landlord's Solicitors at the cost of the Tenant containing a covenant by the intended assignee sub-tenant or sureties (if applicable) direct with the Landlord to perform and observe during the unexpired residue of the Term the covenants (including this present covenant) by the Tenant and the conditions contained in the Lease (and in the case of an assignment to pay the rents hereby reserved) in the same manner as if such covenants and conditions were repeated in extenso in such Deed with the substitution of the name of the intended assignee sub-tenant or sureties for the name of the Tenant and with such alterations as the deaths of the parties or other circumstances shall render necessary

NB: The Borrower's conveyancer has provided Deeds of Covenant for the assignment of the 2009 Lease to GE Bowra Group Ltd and the Underletting to SLD Restaurants. We hold signed and copies of these deeds.

Service charge	None stated
Tenant Rights	<ul style="list-style-type: none"> • Passage of services through conduits. • Support Shelter and protection. • Of way in common with the Landlord and all others entitled to the like right over the common entrance at ground floor level giving access to the Property and a right of way in common as aforesaid and in emergency only through the basement of the adjoining Property, 31 Albion Street to the fire escape in the light well at the rear as shown on the attached plan shaded brown. • At reasonable times and on giving 3 days previous notice in writing (except in an emergency) to enter on any part of the Building for executing repairs and alterations to the Premises.
Landlord Rights	<ul style="list-style-type: none"> • Passage of services to and from the adjoining property of the Landlord through conduits in the Property. • At reasonable times on reasonable notice except in an emergency to enter the Property to maintain the neighboring Property of the Landlord or the conduits serving the same. • Support shelter and protecting from the Property. • Of way for the Landlord on reasonable notice except in an emergency through the Property to gain access to the basement of adjoining Property, 31 Albion Street.
Lease registerable? (i.e. granted for more than 7 yrs)	Yes – Title Number K954305
Lease executed correctly?	Yes by the Landlord, no copy held of the Tenants signed part.

Ground floor shop and basement

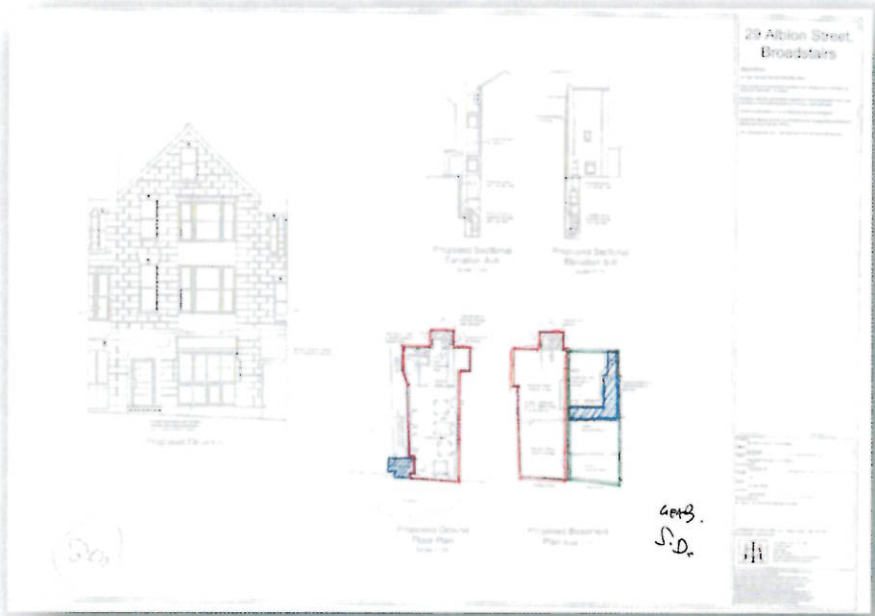
<p>Premises</p>	<p>29 Albion Street, Broadstairs Ground floor shop and basement - included within the Title. Registered with Title Number K661684 at the Land Registry.</p>  <p>Including:</p> <ul style="list-style-type: none"> (a) Conduits serving the Premises (b) Internal and external load bearing walls (c) Ceilings together with boards or other surface of the floors but excluding the ceiling joists. (d) Foundations 
<p>Date</p>	<p>10/11/1988</p>
<p>Parties</p>	<ul style="list-style-type: none"> • Christopher Edward Bowra and Karen Margaret Bowra ("Landlord") • Sheila Rosemary Elizabeth Kemp, Alan Kemp and Paul Harold Kemp ("Original Tenant") <p><i>NB: The Tenant is Now GE Bowra Group Ltd ("Tenant")</i></p>
<p>Premium</p>	<p>£40k</p>
<p>Building</p>	<p>Freehold of the Hotel and 27 Albion Street, Broadstairs, Kent</p>
<p>Term</p>	<p>999 yrs from 25/06/88</p>
<p>Contracted out of the LTA 1954?</p>	<p>No</p>
<p>Rent</p>	<p>£5pa Equal quarterly payments in advance on the usual quarter days (25.03, 24.06, 29.09, 25.12)</p>
<p>Forfeiture (a) Rent unpaid 14 days after due. (b) Breach of condition.</p>	<ul style="list-style-type: none"> (a) Yes (b) Yes (c) No

(c) Tenant/guarantor insolvency.	
Use	Lease is silent.
Repair	<p>Tenant: To keep the whole of the Premises in good and tenable repair and condition. To contribute towards maintenance of common items: Fences passageways roads roof. Expenditure must be reasonable and estimates to be provided</p> <p>Landlord: To contribute a reasonable sum towards the repair and maintenance upkeep and renewal where necessary of the foundations supporting the Premises.</p>
Decoration	Lease is silent
Insurance	<p>Tenant: To pay as rent the gross amount the Landlord pays for insuring the Premises in accordance with the Landlord's covenant to be paid on the quarter day next following the payment of such premium by the Landlord.</p> <p>Landlord: To keep the Building insured for such amount as the Landlord thinks fit. <u>NB: This does not state for the reinstatement figure however, a copy of the policy has been supplied which confirms insurance is in place for the reinstatement amount confirmed in the Valuation.</u></p>
Alterations	Lease is silent
Alienation	<p>Not to assign or underlet the whole or part of the Premises without delivering to the Landlord a deed containing a covenant by the intended assignee directly with the Landlord to perform the tenants covenants in this lease.</p> <p><u>The Deed of Covenant is missing in respect of when the 2009 Lease was granted to GE Bowra Group Limited by CE Bowra. A Deed of Covenant should have been supplied by GE Bowra Group Limited to the then owner of the 1988 lease which was both C&K Bowra.</u></p> <p><u>As the 1988 Lease is now owned by GE Bowra they would in effect be covenanting with themselves to rectify the position and therefore we and the Borrower's solicitor consider that no further action is necessary.</u></p> <p>If the intended assignee is a Limited Liability Company then directors may be required to stand as sureties.</p> <p><u>Service of Notice of Charge Requirements:</u></p> <p>Within 1 month after any assignment, mortgage charge to give notice in duplicate to the Landlord's solicitor and to produce the original certified copy of the instrument and pay to the solicitor a reasonable fee plus VAT for the registration of the transaction in the Landlord's books.</p> <p><u>NB: The Borrower's conveyancer has confirmed that they hold the necessary fees and that they will serve notice of your charge on completion in accordance with the above requirements.</u></p>
Tenant Rights	<ul style="list-style-type: none"> • Of way in common with the Landlord and all others entitled to the like right over the paths giving access to the Building and over and along the entrance hall passages stairways and pathways leading to and from the Premises and the refuse storage area. • At reasonable times and on giving 3 days previous notice in writing (except in an emergency) to enter on any part of the Building for executing repairs and alterations to the Premises. • Support Shelter and protection • Passage of services through conduits. • To keep a refuse bin in the storage area. • All such other rights as are now enjoyed by the Premises over any other parts of the Building.
Landlord Rights	No specific rights stated.

Lease registerable? (i.e. granted for more than 7 yrs)	Yes- It is registered with Title Number K661684 at the Land Registry.
Lease executed correctly?	Appears to be signed by the Landlord and one of the Tenants being Karen Bowra.

Occupational Lease – SLD Restaurants Ltd Licensed Tapas Restaurant and Bar

NB: The Valuer has seen a copy of this lease.

Premises	<p>29 Albion Street, Broadstairs CT10 1LY</p> 
Date	31/07/18
Parties	GE Bowra Group Limited SLD Restaurants Limited
Term	08/08/18 to 07/08/24 – 6yrs
Contracted out of the LTA 1954?	Not contracted out and the Tenant has security of tenure.
Current rent and rent payment dates	<p>£14,532 pa</p> <p>Usual Quarter days being: 25.03, 24.06, 29.09 and 25.12</p> <p>NB: The Borrower has confirmed that all rent has been paid up to date including insurance contributions. .</p>
Rent review dates and date of last review	Every 3 rd anniversary of the start of the lease term. Next Review is in 2021.
Rent review	On each review date the rent is to increase to the market rent if that is higher than the rent applying before that date. Subject to assumptions
Forfeiture (a) Rent unpaid 14 days after due. (b) Breach of condition. (c) Tenant/guarantor insolvency.	(a) Yes (b) Yes (c) Yes
Use	Use Class A3 Restaurant and Café (NB: This is occupied by a Licensed Tapas Restaurant and bar)
Repair and decoration	Tenant to maintain the state and condition of the Property but the Tenant need not alter or improve it.

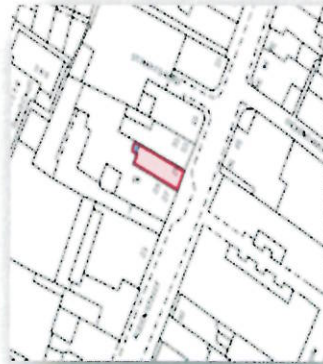
	Tenant to decorate the inside and outside of the Property: (a) in every 5 th year of the lease term (b) in the last 3 months of the lease term however it ends.
Common Items	Tenant to pay a fair proportion of the costs of maintaining part walls party structures yards gardens roads paths gutters drains sewers pipes conduits wires cables and things shared with other property.
Insurance	Tenant to pay the costs and expenses which the Landlord incurs in insuring the Property. Landlord: To insure for full rebuilding and 3 years loss of rent.
Alterations	Not to make any structural alterations, external alterations or additions to the Property.
Alienation	Tenant cannot share occupation . Part cannot be transferred sublet or occupied separately from the whole. Cannot transfer/sublet the whole unless the Landlord gives written consent in advance and the landlord is not entitled to withhold consent unreasonably. There shall be no subletting of the whole or part. An AGA may be required if the Tenant wishes to transfer the whole and: (a) financial standing of the proposed transferee and any guarantor is lower than that of the current tenant or (b) the proposed transferred is registered overseas and the landlord reasonably requires.
Tenant Rights	Of way at all times over the area hatched blue on the lease plan.
Landlord Rights	Access rights for inspecting condition and completing works on 7 days written notice save in an emergency subject to the Landlord making good damage caused. The Tenant will give access at all reasonable times to the basement area outlined in green on the lease plan.
Lease registerable? (i.e. granted for more than 7 yrs)	Not registerable as 6 yr term.
Lease executed correctly?	Appears to have been signed by the Landlord and Tenant.

TITLE PLANS

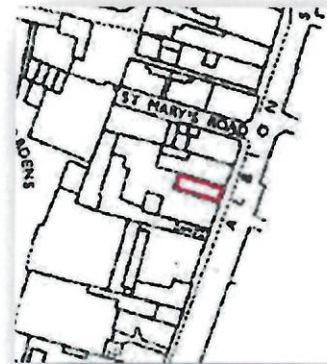
K661684



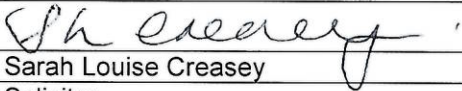
K954305



VALUATION PLAN



- As to the part tinted pink on the title plan only the basement and ground floors are included in the title.
- As to the part tinted blue on the title plan only the basement is included in the title.
- Copies of the Title Plans have been sent to the valuer as there is a very small discrepancy. *NB: The valuer has confirmed that there is no adverse impact on the valuation.*

Signed by:	
Signature Name:	Sarah Louise Creasey
Position:	Solicitor
Authorised to sign for and on behalf of:	enact Conveyancing Limited
Date:	17/10/2019