

## REPORT ON TITLE

To: **PROPLEND SECURITY LIMITED (“Proplend”)** and anyone claiming any right, estate or interest from or through it.

A	Borrower	Seeger Limited
B	Mortgagor (if different)	Seeger Limited
C	Security Property	515 Fulham Road, London SW6 1HD
D	Title Number	NGL477727
E	Transaction	Purchase/Refinance*
F	Purchase Price (if applicable)	£-N/A
G	Anticipated Completion Date	10 May 2022

### DEFINITIONS AND INTERPRETATION

- Reference to "you" or "your" is to **Proplend Security Limited (“Proplend”)**.
- Unless otherwise defined any capitalised term in this Report shall have the meaning given in the Proplend's Basic Instruction Form, Members' Agreement or Loan Contract (“Proplend’s Instructions”).

Acting on your behalf we confirm we have investigated title to the Security Property, made all appropriate searches and enquiries and otherwise acted in accordance with the Proplend's Instructions and certify as follows:

- The Security Property is 

freehold*	<del>leasehold*</del>
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and the title is

<del>registered with Absolute title*</del>	<del>registered with Good Leasehold title*</del>	<del>registered with Possessory title*</del>	<del>registered with Qualified title*</del>	<del>unregistered*</del>
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- The Mortgagor will on completion of the charge of the Security Property to Proplend (“**Completion**”) have a good and marketable title to the Security Property and all powers necessary to grant the required security over the Security Property to you.

- ~~If the title is leasehold, the unexpired residue of the lease term is 

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 years~~

~~and the other material terms of the lease are set out on the accompanying Supplementary Report on Title – Leasehold Security.~~

- On Completion the Security Property will be owned by the Mortgagor and will be free of any charge, mortgage or other financial encumbrance

<del>save for a charge*</del>	<del>save for a mortgage*</del>	<del>save for another financial encumbrance*</del>
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~~dated 

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 in favour of 

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~~with an outstanding liability of £ 

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 as at 

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5. There are no matters (including without limitation covenants, conditions, restrictions, easements, rights, notices, schemes, proposals, agreements or encumbrances) which are, may be or may become adverse to the Proplend's interests or which should be brought to the Proplend's attention (save for those mentioned on the accompanying Supplementary Report on Title – Disclosures which details inter alia the item, the risk for Proplend and our advice on how to remove or mitigate the risk).
6. At completion, we will be in possession of satisfactory search results relating to the Security Property, Borrower, Mortgagor and Guarantor (if any) and where appropriate the priority period afforded by these extends beyond the anticipated date of Completion, and where required we hold any required consent for the registration of Proplend's charge.
7. On Completion the Security Property will be unoccupied save for where paragraphs 13 and/or 14 are completed.
8. The Security Property has the benefit of all rights over other land that are required in connection with its current use and any proposed use or development.

9. The current use of the Security Property is

Bar / Public house and restaurant on ground floor with residential accommodation above
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The authorised use of the Security Property for the purposes of Town & Country Planning legislation is

There is no express consent – see disclosure schedule
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The current use is therefore authorised under Town & Country Planning legislation. If the current use is not so authorised we are satisfied that the current use is authorised through long user.

10. We have received and considered the Valuation prepared in relation to the Security Property. If we have seen a plan accompanying the Valuation we confirm this accords with the title plan. A copy of the title plan is annexed to this Report.

<del>There are no inconsistencies / other issues to refer to the valuer.*</del>
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Any inconsistencies / other issues identified have been referred to the valuer who has confirmed that the Security Property is the property valued and that there is nothing contained in this Valuation that impacts the marketability or valuation of the Security Property.*
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11. Proplend's Security Documents and all other documents which will be required have been signed by the Borrower, Mortgagor and Guarantor (if any) will be signed by DocuSign and will be in our possession at completion.

12. Buildings insurance cover that satisfies Proplend's requirements will be in place on Completion.

Name of insurer	Aviva
Address of insurer	Pitheavlis, Perth PH2 0NH
Policy number	100603160CPO
Policy renewal date	07 March 2023

Sum insured	£5,054,692
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13. ~~Where there are any residential tenants at the Security Property we confirm:~~

<del>Premises:</del>	
<del>Tenant(s):</del>	
<del>Guarantor:</del>	
<del>Date of agreement:</del>	
<del>Headline Terms:</del>	<del>Start Date:</del> <del>End Date:</del> <del>Rent:</del> <del>Deposit:</del>
<del>AST?</del> <del>If no, provide details</del>	

- ~~a) the Borrower has advised that the Tenant is not in any breach of its obligations under the tenancy agreement to pay rent or other sums due;~~  
~~b) the Borrower has advised that the Tenant is not in dispute with the previous or current Landlord;~~  
~~c) there are no terms that need to be brought to Proplend's attention; and~~  
~~d) the total rental income matches the valuers expectations contained in the Valuation Report.~~

14. Where there are any commercial tenants at the Security Property we confirm:

<b>Headlease of whole</b>	
Date:	22 April 2010
Term:	35 years from 22 April 2010
Expiry date:	21 April 2045
Current tenant:	EI Group Plc
Current rent (per annum):	£150,000
Description as detailed in the Lease (if only part of the Security Property is let):	515 Fulham Road, London SW6 1HD
Property Use:	Permitted as 'a public house, with or without other uses ancillary to such use including the ancillary service of food and/or ancillary bed and breakfast accommodation and car parking and the installation and use of Leisure Machines, telecoms equipment and advertising hoardings and (in respect of any residential accommodation at the Demised Premises from time to time) for residential use'
Provisions for rent review:	On 22 April 2015, 2020, 2025, 2030, 2035 and 2040
Break clause (dates and terms):	Tenant only break on 22 April 2035 by giving 6 months' written notice subject to full payment of rent

Lease requirements in relation to insurance:	Landlord to insure the Property and against loss of rent (but not plate glass nor tenant's trade fixtures)
Repairing obligations in the lease:	<del>Landlord:</del> Tenant: keep in good and substantial repair and condition
Within Part 2 of the Landlord and Tenant Act 1954:	Y/ <del>N</del>

- a) there are no terms that need to be brought to Proplend's attention;
- b) the total rental income matches the valuers expectations contained in the Valuation Report;
- c) there are no other leases in place at the Security Property other than those disclosed at paragraph .

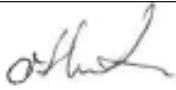
We confirm and undertake that:

- (a) any funds released by you (whether to us or at our direction) will only be for the purpose of the intended Transaction and in a manner that accords with Proplend's instructions and our general duty to protect your interests and in particular that funds will only be remitted to the account of the Borrower's solicitor after we have verified the solicitor and the account in accordance with our firm's internal procedures. We will hold the funds strictly to your order (returnable upon demand) until we are in a position to complete the Transaction;
- (b) we will complete the intended Transaction and carry out all post completion tasks in accordance with instructions (whether or not there are funds to be released to us) and we acknowledge and accept that any subsequent release of this undertaking by you will not release us from any liability to act in accordance with our instructions at all times;
- (c) we will notify you as soon as Completion has taken place and will forward the original Security Documents and other deeds and documentation to you as soon as post completion formalities are dealt with. In the meantime all such items will be held strictly to Proplend's order.

Please remit funds to our client account, details of which are as follows:

Bank name	HSBC Bank plc
Sort code	40-47-17
Account number	72348608
Account title	Harrison Clark Rickerbys Limited Client Account

We confirm that this certificate confirmation and undertaking may be relied upon by you and anyone claiming any right, estate or interest from or through Proplend.

Signature	
Name of solicitor	Oliver Hunt
Name of firm	Harrison Clark Rickerbys Limited
Date	6 <sup>th</sup> May 2022
HCR Reference	EK01.PRO306-9



## SUPPLEMENTARY REPORT ON TITLE LEASEHOLD SECURITY

For use where the Borrower's interest in the Security Property and over which Proplend will take security is leasehold.

Please complete having regard to Proplend's instructions in connection with the Transaction.

If a printed statement below is not accurate please set out your qualification / comments.

Date of lease		
Term of lease / expiry date		
Within the security of tenure provisions of Part 2 of the Landlord & Tenant Act 1994	Yes*	No*
Any restrictions on alienation or charging		
Any restrictions on use		
Current rent per annum		
Provision for adjustment / review of rent		
Who is to insure the Security Property and any other lease requirements in relation to insurance		
Any discrepancies between the lease and Proplend's Instructions / valuer's comments		
Any matters arising from the lease or from your investigations / enquiries relating to it of which Proplend should be aware		

Appropriate enquiries do not disclose any arrears of rent or other sums due under the lease.

Any consent needed for the purchase and / or charging of the Security Property and the development (whether under the lease or a superior lease) has been obtained.

Appropriate enquiries do not disclose any forfeiture or other proceedings (existing or threatened) affecting the lease nor any material breach of the lessees covenants under the lease.

Please provide any disclosures (and accompanying detail) in the in Supplementary Report on Title—  
Disclosures

Signature	
Name of solicitor	
Name of firm	Harrison Clark Rickerbys Limited
Date	

## SUPPLEMENTARY REPORT ON TITLE DISCLOSURES

For use where there are matters (including without limitation covenants, conditions, restrictions, easements, rights, notices, schemes, proposals, agreements or encumbrances) which are, may be or may become adverse to Proplend's interests or which should be brought to Proplend's attention.

Please complete having regard to Proplend's Instructions in connection with the transaction.

We have used a traffic light system in the disclosure table to enable Proplend to assess the importance of the issues we have identified. In the table:

● denotes a low risk matter which Proplend should be aware of but which should not, of itself, prevent Proplend from proceeding with the transaction;

● denotes a medium risk matter which will be satisfactorily mitigated if the action recommended in the table is taken; and

● denotes a high risk matter which cannot be satisfactorily mitigated and is likely to have an impact on the marketability and/or value of the Security Property.

Issue	Risk  <span style="color: green;">●</span> <span style="color: orange;">●</span> <span style="color: red;">●</span>	Solicitor's recommendation to remove / mitigate the risk	Has the valuer provided comment on the risk? If so, please detail	Do you consider the issue prevents the title being certified good and marketable?
<p><b><u>Unadopted Land</u></b></p> <p>From a review of the highways search and a review of the title plan of the Security Property, it would appear there are two slithers of land between the publicly adopted highway and the boundary of the Security Property. Without express rights of access over these areas (see title plan at annex 1 and highways plan at annex 2) the continued use of the same could be considered as trespassing. This could have an impact on the Security Property's value and/or marketability.</p>	<span style="color: green;">●</span>	<p>The Borrower already has in place an access indemnity policy dated 08.03.2017 for the benefit of the Security Property which covers a sum of £3,500,000.</p> <p>We have also been provided with a statutory declaration confirming the continued use of the parcel (shown brown on the plan inserted below).</p>  <p>We are of the opinion that these are sufficient to protect Proplend's interest in the Security Property.</p>	<p><i>"Having reviewed the Report on Title, I can confirm our Valuation will remain unaffected."</i></p>	<p>No.</p>

<p><b><u>Ground Stability</u></b></p> <p>The results of the environmental has revealed potential ground stability issues due to natural ground instability. This could have an impact on the Security Property's value and/or marketability.</p>		<p>None – advisory only. The Borrower confirms it has not encountered any ground stability issues. Subsidence cover is included within the building's insurance policy with an excess of £1,000 which is considered commercially acceptable/ industry standard.</p>	<p><i>"Having reviewed the Report on Title, I can confirm our Valuation will remain unaffected."</i></p>	<p>No.</p>
<p><b><u>Planning Use</u></b></p> <p>We have not been provided with an express consent authorising the current use of the Security Property (restaurant/public house with ancillary residential above).</p>		<p>We understand the Borrower has not received any notice of breach of planning use. In any event, the Borrower will have in place at completion a 'lack of consent' for planning indemnity policy which provides cover for a sum of £3,000,000 (please see comments above regarding this being a joint policy with the chancel repair risk). We are of the opinion that this is sufficient to protect Proplend's interest in the Security Property.</p>	<p><i>"Having reviewed the Report on Title, I can confirm our Valuation will remain unaffected."</i></p>	<p>No.</p>
<p><b><u>Historic Planning Permissions</u></b></p> <p>The Local Authority search results, and the valuation report, have revealed a number of historic planning permissions of interest:</p> <p>a) there are two temporary permissions for illuminated fascia signs. These were granted for a period of 5 years and we are unable to confirm whether the occupier still has illuminated signs erected.</p> <p>b) there are a couple of planning permissions which have been refused by the local planning authority but the Borrower has not been able to confirm whether these were implemented or not.</p> <p>Failure to comply with permissions could result in enforcement action.</p>		<p>None – advisory only.</p> <p>a) Given the dates of these, an such continued use is likely to now be authorised through the principles of 'long user'.</p> <p>b) See valuer comments; any risk of enforcement would appear minimal.</p>	<p>The valuer has commented:</p> <p><i>a) To the best of my knowledge, I believe they are [still in use], however, wouldn't consider this an area of concern, as should be granted and is long standing.</i></p> <p><i>b) These aspect have not been implemented as far as I am aware; with the tenant confirming as much, as he was advising he intended to implement, but, was refused.</i></p>	<p>No.</p>

<p><b><u>Rent Review: Headlease</u></b></p> <p>Further to the rent review provisions contained within the headlease, the rent was not increased at the 2015 and 2020 rent reviews. The Borrower has commented <i>'The property was over-rented at the review date and in agreement with the client the review was not pursued.'</i></p>		<p>None – advisory only.</p> <p>Valuer to confirm if this is likely to have an impact on the value and/or marketability.</p>	<p><i>"Having reviewed the Report on Title, I can confirm our Valuation will remain unaffected."</i></p>	<p>No</p>
<p><b><u>Sublease</u></b></p> <p>The Property is subject to a further underlease granted on 31 October 2002 of 21 years. The current proprietor is Tonin London Limited.</p>		<p>None – advisory only.</p>	<p><i>"Having reviewed the Report on Title, I can confirm our Valuation will remain unaffected."</i></p>	<p>No.</p>
<p><b><u>Chancel Repair Liability</u></b></p> <p>The results of the chancelcheck search reveal that the Security Property is located within an area which is subject to a potential chancel repair liability. This ongoing liability could have an impact on the Security Property's value and/or marketability.</p>		<p>The Borrower will have in place indemnity policy which will provide cover for any chancel repair claims; cover is for £3,000,000 (although please note this part of the planning policy noted below). We are of the opinion that this is sufficient to protect Proplend's interest in the Security Property.</p>	<p><i>"Having reviewed the Report on Title, I can confirm our Valuation will remain unaffected."</i></p>	<p>No.</p>

ANNEX  
TITLE PLAN(S)

Annex 1: Security Property Title Plan (edged red)

HM Land Registry  
Official copy of  
title plan

Title number **NGL477727**  
Ordnance Survey map reference **TQ2577SE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Hammersmith and Fulham**



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Annex 2: Highways Plan (highways tinted green)

