

**REPORT ON TITLE**  
**REFINANCE – DUAL REPRESENTATION**

<b>To</b>	Proplend Security Limited (“PSL”)
<b>From</b>	Paris Smith LLP
<b>Borrower</b>	H & A Properties (Liverpool) Ltd
<b>Company Number</b>	10598482
<b>Liverpool Property</b>	<ul style="list-style-type: none"> <li>• 52 and 54 Duke Street, Liverpool L1 5AA and 1 York Street, Liverpool – Freehold (MS302413)</li> <li>• 56-60 (even), Duke Street, Liverpool L1 5AA – Freehold (MS302414)</li> <li>• 52 and 54 Duke Street, Liverpool L1 5AA – Leasehold (MS270308)</li> <li>• 56-60 (even), Duke Street, Liverpool L1 5AA – Leasehold (MS269396)</li> </ul>
<b>London Property</b>	The Britannia, Morris Street, London E1 2NP – Freehold (EGL173163)
<b>Is the Borrower the same as the Owner?</b>	On the Liverpool Property the Owner & the Borrower are the same On the London Property the Owners are Abdul Hamid & Aatur Rahman, and you will be taking a Third Party Legal Charge against this property.
<b>Advance Amount</b>	Gross Loan: £1,417,500.00  Amount to be released to Paris Smith LLP (the “Borrowers’ Solicitors”) on completion: <b>TBC, but approximately £10,000</b>
<b>PG Required</b>	Yes, PGs are being provided by Farhana Akhter and Abdul Hamid (the “Guarantors”) limited to £354,375

1 **TITLE**

We certify that the Liverpool Property and London Property, collectively known as the **Properties** are as follows:

<b>Property address</b>	<b>Freehold/Leasehold</b>	<b>Title number</b>	<b>Class of Title</b>
52 and 54 Duke Street, Liverpool L1 5AA and 1 York Street, Liverpool	Freehold	MS302413	Absolute
56-60 (even), Duke Street, Liverpool L1 5AA	Freehold	MS302414	Absolute
52 and 54 Duke Street, Liverpool L1 5AA	Leasehold	MS270308	Absolute
56-60 (even), Duke Street, Liverpool L1 5AA	Leasehold	MS269396	Absolute
The Britannia, Morris Street, London E1 2NP	Freehold	EGL173163	Absolute

- a. We certify that the Titles to the Properties are good and marketable and can be accepted by you as security.
- b. We annex hereto a copy of the plan to the title for the Properties (“the **Title Plans**”) showing the Property **edged red**. The Title Plan accords with the plan attached to the Valuation.

- c. The Liverpool Property is registered in the name of the Borrower.
- d. The London Property is registered in the name of Abdul Hamid & Aatur Rahman (the “**Chargors**”)
- e. We confirm that the only material **Restrictive Covenants** which affect the Properties are set out in the attached Schedules. Please note there is a separate schedule for the Liverpool Property and the London Property.
- f. We confirm that the only material **Adverse Interests/Rights** affecting the Properties are referred to in the Schedule. Please note there is a separate schedule for the Liverpool Property and the London Property.
- g. No person other than the Borrower and Chargors has an equitable or overriding interest in the Property save as disclosed in their report.
- h. PSL will obtain a first **Legal Charge** over the Liverpool Property and a **Third Party Legal Charge** against the London Property.
- i. 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 PSL priority beyond the date of completion.
- b. Clear Bankruptcy Search(es) giving priority beyond the date of completion against the Guarantors and Chargors.

All other appropriate searches have been carried out and, save as referred to below, reveal no entries adverse to PSL’s security.

## 3 **VALUATION:**

We have read the following Valuation Survey Reports dated 13 July 2022 and prepared by Jonathan Kersh Commercial Property Consultants in relation to the Liverpool Property and the one dated 8 July 2022 and prepared by Bellevue Mortgages in relation to the London Property (“**Valuations**”) and confirm that:

- a. there are no discrepancies between the Valuations, the title documentation and the results of our searches save as highlighted in this Report.
- b. we are satisfied that PSL will obtain a legal mortgage over the whole of the land shown edged red on the Title Plans.

## 4 **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 Kirwans will hold.

- |    |                          |  |
|----|--------------------------|--|
| a. | Legal Mortgage           | To be dated on completion                          |
| b. | Debenture                | To be dated on completion                          |
| c. | Guarantees               | To be dated on completion – limited to £354,375.00 |
| d. | Board Resolution         | dated on or prior to completion.                   |
| e. | Third Party Legal Charge | To be dated on completion.                         |

5 **COMPLETION ARRANGEMENTS**

We now request to 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 Borrowers' Solicitors.

As agreed, we shall deduct our fees and disbursements from the Advance Amount before forwarding the balance to the Borrowers' Solicitors.

Prior to completion we will hold an irrevocable undertaking from the Borrowers' Solicitors and Excello Law confirming that following completion they will send us the original signed security documents (if we have not already received these) and provide assistance with the registration of your security.

**Our banking details are:**

<b>Account Name</b>	Paris Smith LLP Client Account
<b>Account Number</b>	3755 9583
<b>Bank</b>	National Westminster Bank
<b>Branch</b>	High Street, Southampton
<b>Sorting Code No</b>	56-00-68
<b>Completion Date</b>	25 August 2022
<b>Reference:</b>	AZC.113022.158

**SCHEDULE 1**

**LIVERPOOL PROPERTY**

**RESTRICTIVE COVENANTS/ADVERSE INTERESTS/RIGHTS**

The Borrower has confirmed in replies that in respect of the covenants, rights and use impacting the Property they are not aware of any breach.

1. **Title Matters**

(a) **Charges to be redeemed by the Seller's solicitor:**

<b>Title No</b>	<b>Lender</b>	<b>Charge Date</b>
MS302413, MS302414, MS270308, & MS269396	Proplend Security Limited	5 August 2022

(b) **Price Paid**

The price stated to have been paid on:

<b>Title No</b>	<b>Price Paid</b>	<b>Date</b>
MS302413, MS302414, MS270308, & MS269396	£1,020,000 excluding VAT	1 December 2017

(c) **Property Address:**

Please refer to the "Liverpool Property" on page 1 of this report.

<b>Title Matters affecting MS302413, MS302414, MS270308, &amp; MS269396</b>		
<b>Date</b>	<b>Document</b>	<b>Comments</b>
1 December 2017	Transfer	The Transfer made between (1) Community Technical Services Agency (Comteschsa) Limited and (2) H & A Properties (Liverpool) Limited contains provisions which exclude the operation of section 62 of the Law of Property Act 1925  Further this Transfer contains covenants by the Transferee (the Borrower) to observe and perform the covenants by the landlord contained in the Occupation Leases (as defined in the Transfer). We have received confirmation that the Occupation Leases referred to in the Transfer has all been determined so this covenant no longer applies.
<b>Title Matters affecting MS270308</b>		
<b>Date</b>	<b>Document</b>	<b>Comment</b>
10 September 1929	Lease	This title is demised by a lease dated 10 September 1929 made between (1) Liverpool Corporation and (2) The B.T.G. Trust Limited  Term: 99 years from 3 May 1929 (expiring 2 May 2028)  Rent: a peppercorn per annum (if demanded)  This lease also contains other covenants on behalf

		of the tenant (the Borrower). However, as the Borrower is also the freeholder (title number: MS302413) we have not listed these in this Report
<b>Title Matters affecting MS269396</b>		
<b>Date</b>	<b>Document</b>	<b>Comment</b>
8 December 1938	Lease	<p>This title is demised by a lease dated 8 December 1938 made between (1) Liverpool Corporation and (2) The B.T.G. Trust Limited</p> <p>Term: 99 years from 2 March 1938 (expiring 1 March 2037)</p> <p>Rent: a peppercorn per annum (if demanded)</p> <p>This lease also contains other covenants on behalf of the tenant (the Borrower). However, as the Borrower is also the freeholder (title number: MS302414) we have not listed these in this Report.</p> <p>In relation to the two leasehold titles, when we completed the 2021 loan we queried why these leases weren't merged with the relevant freehold titles when all 4 titles were transferred in 2017, and the solicitor dealing with the 2021 loan advised that they weren't instructed when the properties were purchased.</p>

## 2. Occupational Interests

### Unit A (Ground Floor), 60 Duke Street, Liverpool

<b>Premises</b>	Unit A (Ground Floor & Mezzanine), 60 Duke Street, Liverpool, as shown edged red on the enclosed lease plan.
<b>Date</b>	6 July 2022
<b>Parties</b>	<p>Landlord – H &amp; A Properties (Liverpool) Limited</p> <p>Tenant – Friesday L1 Limited</p> <p>Guarantors – Mohsin Khan, Mohammed Riaz &amp; Omar Farooq Ali</p>
<b>Tenant name &amp; address</b>	Friesday L1 Limited (company number 13442664) of 60 Duke Street, Liverpool, England, L1 5AA
<b>Guarantors name &amp; address</b>	<p>Mohsin Khan – 241 Stoke Road, Slough SL2 5AX</p> <p>Mohammed Riaz – 49 Baylis Road, Slough SL1 3PH</p> <p>Omar Farooq Ali – 15 Burnett Place, Bradford BD5 9LX</p>
<b>Term commencement date and expiry date</b>	5 Years from 1 May 2022 (expiring 30 April 2027)
<b>Break Clause</b>	<p>The Lease contains a tenant only break clause which allows the Tenant to terminate the lease on 1 May 2025 provided that it has given the Landlord not less than 6 months' notice.</p> <p>The tenant's break notice shall have no effect if not the break date:</p> <ul style="list-style-type: none"> <li>• Any part of the annual rent is unpaid; or</li> <li>• The Tenant fails to give the Landlord vacant possession of the Premises.</li> </ul>

<b>Excluded Tenancy</b>	No, the Lease has not been contracted out of the Landlord and Tenant Act 1954.
<b>Current rent and rent payment dates</b>	£28,500 per annum, payable quarterly in advance on the usual quarter days. <i>Please note that the rent did not become payable until 2 July 2022</i>
<b>Rent review dates and mechanism</b>	Not applicable, the rent is fixed for the duration of the term.
<b>Forfeiture</b> (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) Yes. (b) Yes. (c) Yes.
<b>Use and any restrictions on use</b>	Permitted Use: Any use within Use Class E of the Town & Country Planning (Use Classes) (Amendments) (England) Regulation 2020, including but not limited to use as a café/restaurant  The Tenant shall not use the Premises for any purpose other than the Permitted Use
<b>Repair and decoration</b>	<b>Repair</b> – The Tenant shall keep the Property clean and tidy and in good and substantial repair and condition. <b>Decoration</b> – The Tenant shall decorate the Property as often as is reasonably necessary and in the last 3 months of the term.  Any decoration undertaken in the last 3 months must be done to the reasonable satisfaction of the Landlord using materials, design and colours approved by them.
<b>Insurance</b>	The Tenant shall pay the Insurance Rent (being a fair proportion of the cost incurred by the Landlord in insuring the Building) within 5 working days of demand.  The Landlord shall keep the Building (or which the Premises forms part) insured against loss or damage by an Insured Risk for the full reinstatement cost  If the Building is damaged by an Insured Risk so as to make the Premises unfit for occupation or use then the payment of the annual rent (or a fair proportion according to the extent of the damage) shall be suspended until the earlier of: (1) the date upon which the Premises is reinstated, or (2) the date which is 3 years after the date the damage occurs.  If the Landlord acting reasonably considers it impossible or impractical to reinstate the Building then the Landlord may terminate the Lease by giving notice to the Tenant.  If the Premises has not been made fit for occupation and use within 3 years of the date of the damage occurring then the Tenant may terminate the Lease by giving notice to the Landlord.  If the Lease is terminated in accordance with the insurance provisions then all insurance proceeds shall belong to the Landlord.
<b>Alterations</b> (a) External/structural. (b) Internal, non-structural alteration	The Tenant shall not make any external or structural alterations to the Property or make any openings in any boundaries of the Property.  The Tenant shall not make any alterations or additions of a non-structural nature or alter the route of any Service Media without the consent of the Landlord (such consent not to be unreasonably

	withheld or delayed).
<b>Alienation</b>	<p><b>Assignment</b> - The Tenant shall not assign the whole of the Lease without the consent of the Landlord (such consent not to be unreasonably withheld).</p> <p>When giving consent the Landlord may impose various conditions, which include:</p> <ul style="list-style-type: none"> <li>the Tenant and/or the Guarantor providing an AGA and if they have a guarantor an obligation for the guarantor to guarantee the assignors obligations in the AGA;</li> <li>an obligation that someone of acceptable standing to the Landlord provide a guarantee.</li> </ul> <p>Further the Landlord may refuse consent to an assignment of whole if:</p> <ul style="list-style-type: none"> <li>the annual rent or any sums due under the Lease are outstanding</li> <li>there is a material breach of any tenant covenants;</li> <li>in the reasonable opinion of the Landlord the assignee is not of sufficient financial standing to enable it to comply with the tenant covenants in the Lease</li> <li>the assignee is a group company.</li> </ul> <p><b>Sharing Occupation</b> – The Tenant may share occupation with any group company so long as no relationship of landlord and tenant is formed.</p> <p><b>Other Dealings</b> – other than those listed above all other forms of alienation (inc. underletting and charging) are expressly prohibited.</p>
<b>Service Charge</b>	<p>There is no formal service charge, instead the Tenant is required to pay within 10 working days of demand a fair proportion of the reasonable and proper costs incurred or estimated to be incurred by the Landlord in keeping the structure and exterior of the Building and Service Media in good repair and condition.</p> <p>Further the Landlord covenants to use its reasonable endeavours to keep the structural and exterior parts of the Building and Service Media in a reasonable state of repair.</p>
<b>Lease registerable? (i.e. granted for more than 7 years)</b>	No, the Lease is not registerable.
<b>Lease executed correctly?</b>	The copy we have been provided with has been correctly executed by the Guarantors, but we have not seen the copies of the Lease which have been signed by the Landlord or Tenant.
<b>Other</b>	In addition to the Lease the parties also completed a Licence for Alterations on the same date. This Licence granted the Tenant permission to carry out various fit-out works to the restaurant.

**Ground Floor and Basement, 52 Duke Street, Liverpool**

<b>Premises</b>	Ground Floor and Basement, 52 Duke Street, Liverpool
<b>Date</b>	15 July 2021
<b>Parties</b>	Landlord – H & A Properties (Liverpool) Limited Tenant – Loxbys Limited

<b>Tenant name &amp; address</b>	Loxbys Limited (company number: 12952419) of 52 Duke Street, Liverpool, England L1 5AA
<b>Term commencement date and expiry date</b>	10 years from the date of completion (expiring 14 July 2031)
<b>Break Clause</b>	The Lease contains a tenant only break clause which allowed the Tenant to break the lease on 14 July 2022. We are advised that this break clause wasn't exercised and therefore the break provisions have lapsed.
<b>Excluded Tenancy</b>	No, the Lease has not been contracted out of the Landlord and Tenant Act 1954.
<b>Current rent and rent payment dates</b>	Currently £27,500 per annum; and Then for the third year of the term until the end of the term £30,000 per annum. The rent is payable by equal instalments monthly in advance on the 1 <sup>st</sup> of each month. <i>Please note that the Tenant was given a 3-month rent free period as the rent commencement date is defined as being 15 October 2021</i>
<b>Rent review dates and mechanism</b>	The rent shall be reviewed on the 5 <sup>th</sup> anniversary (15 July 2026) as the greater of: <ul style="list-style-type: none"> <li>• the passing rent;</li> <li>• the open market rent (which shall be agreed or determined in accordance with the provisions of the Lease which contains a standard list of assumptions and disregards)</li> <li>• the indexed rent (which shall be agreed or determined in accordance with the provisions of the Lease, being a fairly standard RPI rent review)</li> </ul>
<b>Forfeiture</b> (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) Yes. (b) Yes. (c) Yes.
<b>Use and any restrictions on use</b>	Permitted Use: any use within Use Class E of The Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020. The Tenant shall not use the Premises for any purpose other than the Permitted Use
<b>Repair and decoration</b>	<b>Repair</b> – The Tenant shall keep the Property clean and tidy and in good and substantial repair and condition. <b>Decoration</b> – The Tenant shall decorate the Property as often as is reasonably necessary and in the last 3 months of the term. Any decoration undertaken in the last 3 months must be done to the reasonable satisfaction of the Landlord using materials, design and colours approved by them.
<b>Insurance</b>	The Tenant shall pay the Insurance Rent (being a fair proportion of the cost incurred by the Landlord in insuring the Building) within 5 working days of demand. The Landlord shall keep the Building (or which the Premises forms part) insured against loss or damage by an Insured Risk for the full

	<p>reinstatement cost</p> <p>If the Building is damaged by an Insured Risk so as to make the Premises unfit for occupation or use then the payment of the annual rent (or a fair proportion according to the extent of the damage) shall be suspended until the earlier of: (1) the date upon which the Premises is reinstated, or (2) the date which is 3 years after the date the damage occurs.</p> <p>If the Landlord acting reasonably considers it impossible or impractical to reinstate the Building then the Landlord may terminate the Lease by giving notice to the Tenant.</p> <p>If the Premises has not been made fit for occupation and use within 3 years of the date of the damage occurring then the Tenant may terminate the Lease by giving notice to the Landlord.</p> <p>If the Lease is terminated in accordance with the insurance provisions then all insurance proceeds shall belong to the Landlord.</p>
<p><b>Alterations</b></p> <p>(a) External/structural.</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external or structural alterations to the Property or make any openings in any boundaries of the Property.</p> <p>The Tenant shall not make any alterations or additions of a non-structural nature or alter the route of any Service Media without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).</p>
<p><b>Alienation</b></p>	<p><b>Assignment</b> - The Tenant shall not assign the whole of the Lease without the consent of the Landlord (such consent not to be unreasonably withheld).</p> <p>When giving consent the Landlord may impose various conditions, which include:</p> <ul style="list-style-type: none"> <li>• the Tenant provides an AGA and if they have a guarantor an obligation for the guarantor to guarantee the assignors obligations in the AGA;</li> <li>• an obligation that someone of acceptable standing to the Landlord provide a guarantee.</li> </ul> <p>Further the Landlord may refuse consent to an assignment of whole if:</p> <ul style="list-style-type: none"> <li>• the annual rent or any sums due under the Lease are outstanding</li> <li>• there is a material breach of any tenant covenants;</li> <li>• in the reasonable opinion of the Landlord the assignee is not of sufficient financial standing to enable it to comply with the tenant covenants in the Lease</li> <li>• the assignee is a group company.</li> </ul> <p><b>Underletting</b> - The Tenant shall not underlet the whole of the Property without the consent of the Landlord (such consent not to be unreasonably withheld).</p> <p>Any permitted underletting of the Property cannot include:</p> <ul style="list-style-type: none"> <li>• any additional property or rights over property which are not included in the Lease</li> <li>• the payment of a fine, premium or reverse premium</li> <li>• allowing a rent-free period to the undertenant</li> </ul> <p>Further, any permitted underlease must:</p> <ul style="list-style-type: none"> <li>• include an agreement between Tenant and undertenant to</li> </ul>

	<p>exclude the security of tenure provisions of the 1954 Act</p> <ul style="list-style-type: none"> <li>• reserve a rent which is not less than the open market at the time the underlease is granted</li> <li>• include rent review provisions which mirror those in the Lease</li> <li>• include a covenant by the undertenant which is enforceable by the Landlord (as superior landlord) and the Superior Landlord to observe and perform the tenant covenants and conditions in the underlease</li> <li>• include a covenant which prevent the underlease further underletting the whole or part of the Property.</li> </ul> <p><b>Licences</b> – The Tenant shall be entitled to grant a licence of part of the Premises to a licensee provided that:</p> <ul style="list-style-type: none"> <li>• it is a genuine licence and there is not more than one licence in place at a time;</li> <li>• the Tenant remains in occupation of the remainder of the Premises and the Premises retains the appearance of one retail unit in single occupation at all times;</li> <li>• that the term of the licence is for 6 months or less;</li> <li>• that the Landlord’s prior written consent (including the use to which the licensee wishes to use the part of the Premise) is obtained (not to be unreasonably withheld or delayed)</li> </ul> <p><b>Sharing Occupation</b> – The Tenant may share occupation with any group company so long as no relationship of landlord and tenant is formed.</p> <p><b>Other Dealings</b> – other than those listed above all other forms of alienation (inc. underletting and charging) are expressly prohibited.</p>
<b>Service Charge</b>	<p>There is no formal service charge, instead the Tenant is required to pay within 10 working days of demand a fair proportion of the reasonable and proper costs incurred or estimated to be incurred by the Landlord in keeping the structure and exterior of the Building and Service Media in good repair and condition.</p> <p>Further the Landlord covenants to use its reasonable endeavours to keep the structural and exterior parts of the Building and Service Media in a reasonable state of repair.</p>
<b>Lease registerable? (i.e. granted for more than 7 years)</b>	Yes, the Lease is registerable and we can see that an application has been submitted to register it.
<b>Lease executed correctly?</b>	The copy we have been provided with has been correctly executed by the Landlord/Borrower.

**Unit B (Ground Floor), 60 Duke Street, Liverpool**

*Please note that this lease is yet to be completed and is still being negotiated, so what we have reviewed and reported on is the latest version of the draft lease.*

<b>Premises</b>	Unit B (Ground Floor), 60 Duke Street, Liverpool
<b>Date</b>	This Lease is yet to be completed and is still in draft form.
<b>Parties</b>	Landlord – H & A Properties (Liverpool) Limited Tenant – TBC
<b>Tenant name &amp; address</b>	TBC
<b>Term commencement date and expiry date</b>	10 years from the date for completion (expiring 2032)

<b>Break Clause</b>	<p>The Lease contains a tenant only break clause which allows the Tenant to terminate the lease on the 5<sup>th</sup> anniversary (2027) provided that it has given the Landlord not less than 3 months' notice.</p> <p>The tenant's break notice shall have no effect if not the break date:</p> <ul style="list-style-type: none"> <li>• Any part of the annual rent is unpaid; or</li> <li>• The Tenant fails to give the Landlord vacant possession of the Premises.</li> </ul>
<b>Excluded Tenancy</b>	<p>No, the Lease has not been contracted out of the Landlord and Tenant Act 1954.</p>
<b>Current rent and rent payment dates</b>	<p>£22,500 per annum, payable quarterly in advance on the usual quarter days.</p> <p><i>Please note that the Tenant is being giving a rent free period, as the rent commencement date is defined as being [ ] December 2022</i></p>
<b>Rent review dates and mechanism</b>	<p>The Rent will be reviewed on every 5<sup>th</sup> anniversary of the term on the basis of an upward only open market rent review.</p> <p>The rent review provisions in the lease contain a standard list of assumptions and disregards and allow for the rent to be determined by a surveyor (acting as an expert) in the event that the parties cannot agree the reviewed rent.</p>
<b>Forfeiture</b> (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) Yes. (b) Yes. (c) Yes.
<b>Use and any restrictions on use</b>	<p>Permitted Use: any use within Use Class E of The Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020.</p> <p>The Tenant shall not use the Premises for any purpose other than the Permitted Use</p>
<b>Repair and decoration</b>	<p><b>Repair</b> – The Tenant shall keep the Property clean and tidy and in good and substantial repair and condition.</p> <p><b>Decoration</b> – The Tenant shall decorate the Property as often as is reasonably necessary and in the last 3 months of the term.</p> <p>Any decoration undertaken in the last 3 months must be done to the reasonable satisfaction of the Landlord using materials, design and colours approved by them.</p>
<b>Insurance</b>	<p>The Tenant shall pay the Insurance Rent (being a fair proportion of the cost incurred by the Landlord in insuring the Building) within 5 working days of demand.</p> <p>The Landlord shall keep the Building (or which the Premises forms part) insured against loss or damage by an Insured Risk for the full reinstatement cost</p> <p>If the Building is damaged by an Insured Risk so as to make the Premises unfit for occupation or use then the payment of the annual rent (or a fair proportion according to the extent of the damage) shall be suspended until the earlier of: (1) the date upon which the Premises is reinstated, or (2) the date which is 3 years after the date the damage occurs.</p> <p>If the Landlord acting reasonably considers it impossible or impractical to reinstate the Building then the Landlord may terminate</p>

	<p>the Lease by giving notice to the Tenant.</p> <p>If the Premises has not been made fit for occupation and use within 3 years of the date of the damage occurring then the Tenant may terminate the Lease by giving notice to the Landlord.</p> <p>If the Lease is terminated in accordance with the insurance provisions then all insurance proceeds shall belong to the Landlord.</p>
<p><b>Alterations</b></p> <p>(a) External/structural.</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external or structural alterations to the Property or make any openings in any boundaries of the Property.</p> <p>The Tenant shall not make any alterations or additions of a non-structural nature or alter the route of any Service Media without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).</p>
<p><b>Alienation</b></p>	<p><b>Assignment</b> - The Tenant shall not assign the whole of the Lease without the consent of the Landlord (such consent not to be unreasonably withheld).</p> <p>When giving consent the Landlord may impose various conditions, which include:</p> <ul style="list-style-type: none"> <li>• the Tenant provides an AGA and if they have a guarantor an obligation for the guarantor to guarantee the assignors obligations in the AGA;</li> <li>• an obligation that someone of acceptable standing to the Landlord provide a guarantee.</li> </ul> <p>Further the Landlord may refuse consent to an assignment of whole if:</p> <ul style="list-style-type: none"> <li>• the annual rent or any sums due under the Lease are outstanding</li> <li>• there is a material breach of any tenant covenants;</li> <li>• in the reasonable opinion of the Landlord the assignee is not of sufficient financial standing to enable it to comply with the tenant covenants in the Lease</li> <li>• the assignee is a group company.</li> </ul> <p><b>Underletting</b> - The Tenant shall not underlet the whole of the Property without the consent of the Landlord (such consent not to be unreasonably withheld).</p> <p>Any permitted underletting of the Property cannot include:</p> <ul style="list-style-type: none"> <li>• any additional property or rights over property which are not included in the Lease</li> <li>• the payment of a fine, premium or reverse premium</li> <li>• allowing a rent-free period to the undertenant</li> </ul> <p>Further, any permitted underlease must:</p> <ul style="list-style-type: none"> <li>• include an agreement between Tenant and undertenant to exclude the security of tenure provisions of the 1954 Act</li> <li>• reserve a rent which is not less than the open market at the time the underlease is granted</li> <li>• include rent review provisions which mirror those in the Lease</li> <li>• include a covenant by the undertenant which is enforceable by the Landlord (as superior landlord) and the Superior Landlord to observe and perform the tenant covenants and conditions in the underlease</li> <li>• include a covenant which prevent the underlease further</li> </ul>

	<p>underletting the whole or part of the Property.</p> <p><b>Licences</b> – The Tenant shall be entitled to grant a licence of part of the Premises to a licensee provided that:</p> <ul style="list-style-type: none"> <li>• it is a genuine licence and there is not more than one licence in place at a time;</li> <li>• the Tenant remains in occupation of the remainder of the Premises and the Premises retains the appearance of one retail unit in single occupation at all times;</li> <li>• that the term of the licence is for 6 months or less;</li> <li>• that the Landlord’s prior written consent (including the use to which the licensee wishes to use the part of the Premise) is obtained (not to be unreasonably withheld or delayed)</li> </ul> <p><b>Sharing Occupation</b> – The Tenant may share occupation with any group company so long as no relationship of landlord and tenant is formed.</p> <p><b>Other Dealings</b> – other than those listed above all other forms of alienation (inc. underletting and charging) are expressly prohibited.</p>
<b>Service Charge</b>	<p>There is no formal service charge, instead the Tenant is required to pay within 10 working days of demand a fair proportion of the reasonable and proper costs incurred or estimated to be incurred by the Landlord in keeping the structure and exterior of the Building and Service Media in good repair and condition.</p> <p>Further the Landlord covenants to use its reasonable endeavours to keep the structural and exterior parts of the Building and Service Media in a reasonable state of repair.</p>
<b>Lease registerable? (i.e. granted for more than 7 years)</b>	Yes, upon completion the Lease will be registerable.
<b>Lease executed correctly?</b>	Not applicable, as the Lease is yet to be completed.

### 3. Searches

Date	Search	Material Matters Revealed
	Local	<p>No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.</p> <p>Notwithstanding this we done a search against the property address using the Liverpool City Council planning portal and this shows that since the 2021 loan was completed the following planning permissions have been granted:</p> <ul style="list-style-type: none"> <li>• Planning Permission (ref: 21F/3496) dated 30 March 2022. This granted permission to carry out refurbishment works to external elevations, including the retention of new entrance doors, refurbishment of windows and removal of redundant features, including awnings.</li> <li>• Planning Permission (ref: 22A/0004) dated 1 March 2022. This granted permission to display 4 no. internally illuminated signs to Duke St. and York St. elevations</li> </ul> <p>These two planning permission relate to the premises which are occupied by Loxbys.</p>

		<ul style="list-style-type: none"> <li>Planning Permission (ref: 21F/1793) dated 12 November 2021. This permitted the installation of ventilation shaft and associated ductwork to rear elevation to service the restaurant kitchen.</li> </ul>
	Water and Drainage	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.
	Chancel Repair	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.  Notwithstanding this we can confirm that the search which was obtained in 2021 did not reveal any chancel repair liability.
	Environmental	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.

### **OTHER**

#### 4. Buildings Insurance

<b>Insured</b>	H&A Properties (Liverpool) Limited
<b>Insurer</b>	Faraday
<b>Property</b>	52-60 Duke Street, Liverpool, L15AA
<b>Sum Insured</b>	£3,450,000
<b>Reinstatement Figure – Valuation</b>	£2,950,000
<b>Policy No</b>	CS/PO/6922410
<b>Expiry</b>	31 July 2023
<b>Premium</b>	£3,893.98
<b>Use</b>	Takeaway General Store Restaurant Airbnb
<b>Terrorism</b>	There is a standalone terrorism policy which is being provided by Argenta Syndicate at Lloyd's.
<b>36 Months Rent</b>	Yes, the maximum liability for loss of rent is £243,000
<b>PSL Interest Noted</b>	Yes
<b>Copy Policy sent to PSL</b>	You provided the insurance documents, and have confirmed that these are acceptable.

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

<b>Date</b>	<b>Report</b>	<b>Contents</b>
17 December 2015	EPC	We have been provided with one EPC for the Property which is stated to cover 52-60 Duke Street, Liverpool L1 5AA.  This EPC gives the Property a rating of D(91).
6 December 2019	Fire Engineering Review	As the Property is partially refurbished there isn't an FRA, and instead we have been provided with a Fire Engineering Review.  The Review is intended for use by the design team

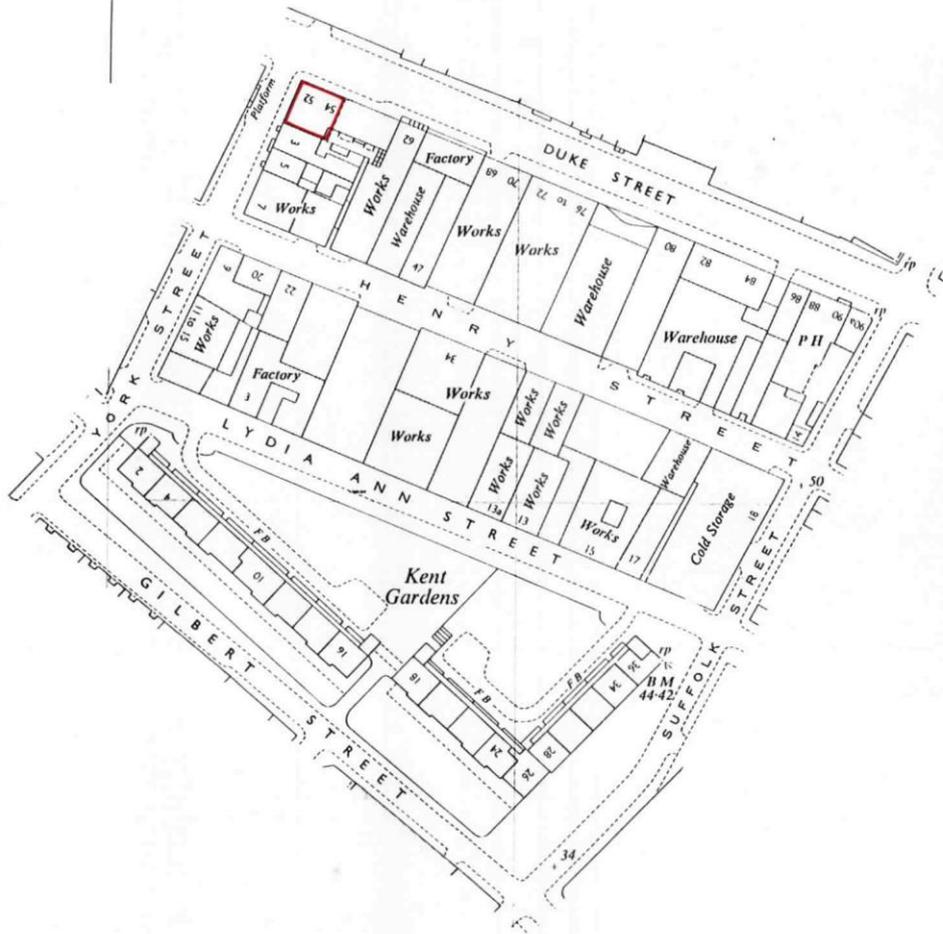
		<p>to inform the development of the design, and to review the refurbishment proposals against the recommendations of the Building Regulations guidance.</p> <p>You have advised that an FRA will be provided as a condition subsequent, once the refurbishment of the vacant parts of the Property has been completed.</p>
8 December 2019	Asbestos Refurbishment Survey	<p>Upon completion of the survey and analysis of the samples, the survey revealed the presence of 0 asbestos containing materials (ACMs) on site, and 1 presumed asbestos containing materials in the electrical room in the basement.</p> <p>The survey recommends that the presumed asbestos be removed as part of any refurbishment. We were advised when the previous loan completion that this area of the basement isn't being touched so the presumed asbestos has not been removed at this stage.</p>

#### 6. Valuation – Material Matters

<b>Date</b>	13 July 2022
<b>Market Value</b>	<p>Currently - £2,000,000 based on the current part refurbished condition with the benefit of the current planning permission, with vacant possession as at the valuation date</p> <p><i>Please note that this figure increases to £2,250,000 assuming completion of the refurbishment and with the benefit of the current planning permission, with vacant possession as at the valuation date.</i></p>
<b>Reinstatement</b>	£2,950,000 plus VAT (once the development has been completed)
<b>Property</b>	52-60 Duke Street, Liverpool L1 5AA
<b>Use</b>	Upon completion of the refurbishment the Property will be a 30-bed pod hotel with three retail units on the ground floor.
<b>Tenure</b>	<p>Freehold.</p> <p><i>Please note that the Property is actually comprised of two freehold titles (MS302413 &amp; MS302414) and two leasehold titles (MS270308 &amp; MS269396)</i></p>
<b>Planning</b>	<p>Planning permission was granted on 10th September 2020 under application No:20F/0563 to vary condition 2 attached to 18F/2633 (To change use of part ground floor and upper floors of 52-60 Duke Street from Office use (Class B1) to 36 no. bedroom pod hotel (Class C1) together with ancillary restaurant area and external alterations) so as to relocate the proposed kitchen from basement to ground floor and vary the layouts of the floors to provide for a total of 30 hotel bedrooms.</p>

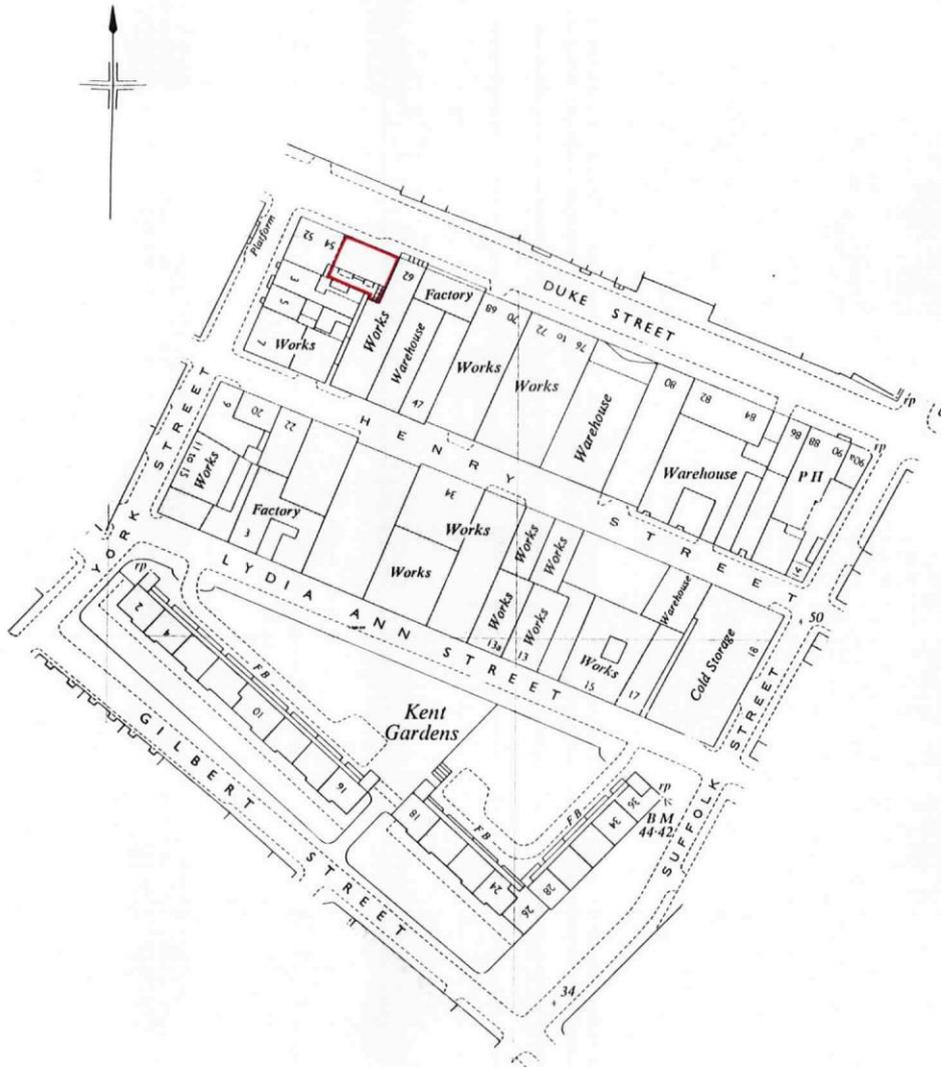
Title Plan - MS302413

H.M. LAND REGISTRY		TITLE NUMBER		
		MS302413		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	MERSEYSIDE		SJ 3489	M
Scale: 1/1250		LIVERPOOL DISTRICT		(C) Crown Copyright 1967.



Title Plan - MS302414

H.M. LAND REGISTRY		TITLE NUMBER	
		MS302414	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	MERSEYSIDE		SJ 3489
	LIVERPOOL DISTRICT		SECTION
			M
Scale: 1/1250		© Crown Copyright 1967.	



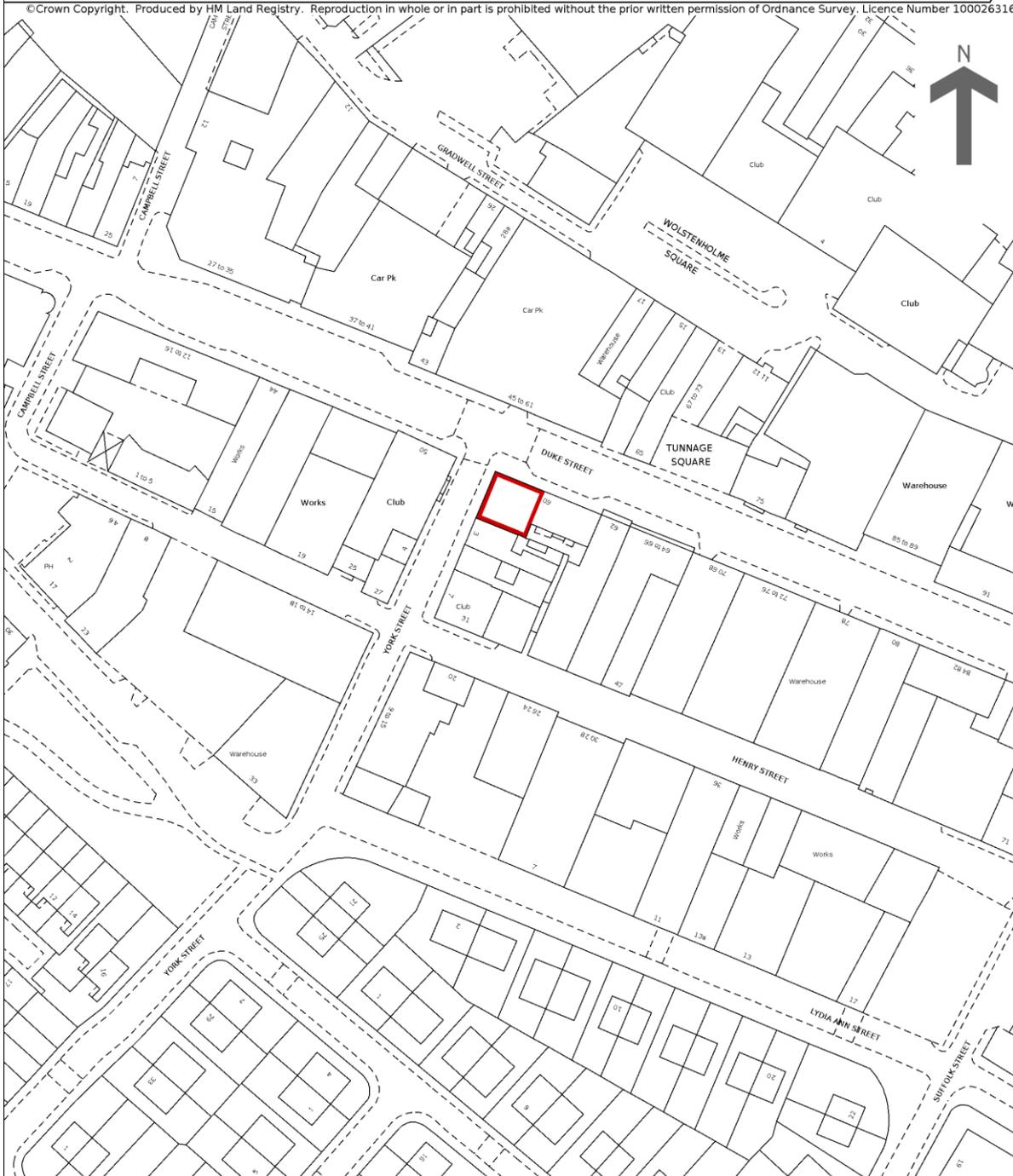
Title Plan - MS270308

HM Land Registry  
Official copy of  
title plan

Title number **MS270308**  
Ordnance Survey map reference **SJ3489NE**  
Scale **1:1250**  
Administrative area **Merseyside : Liverpool**



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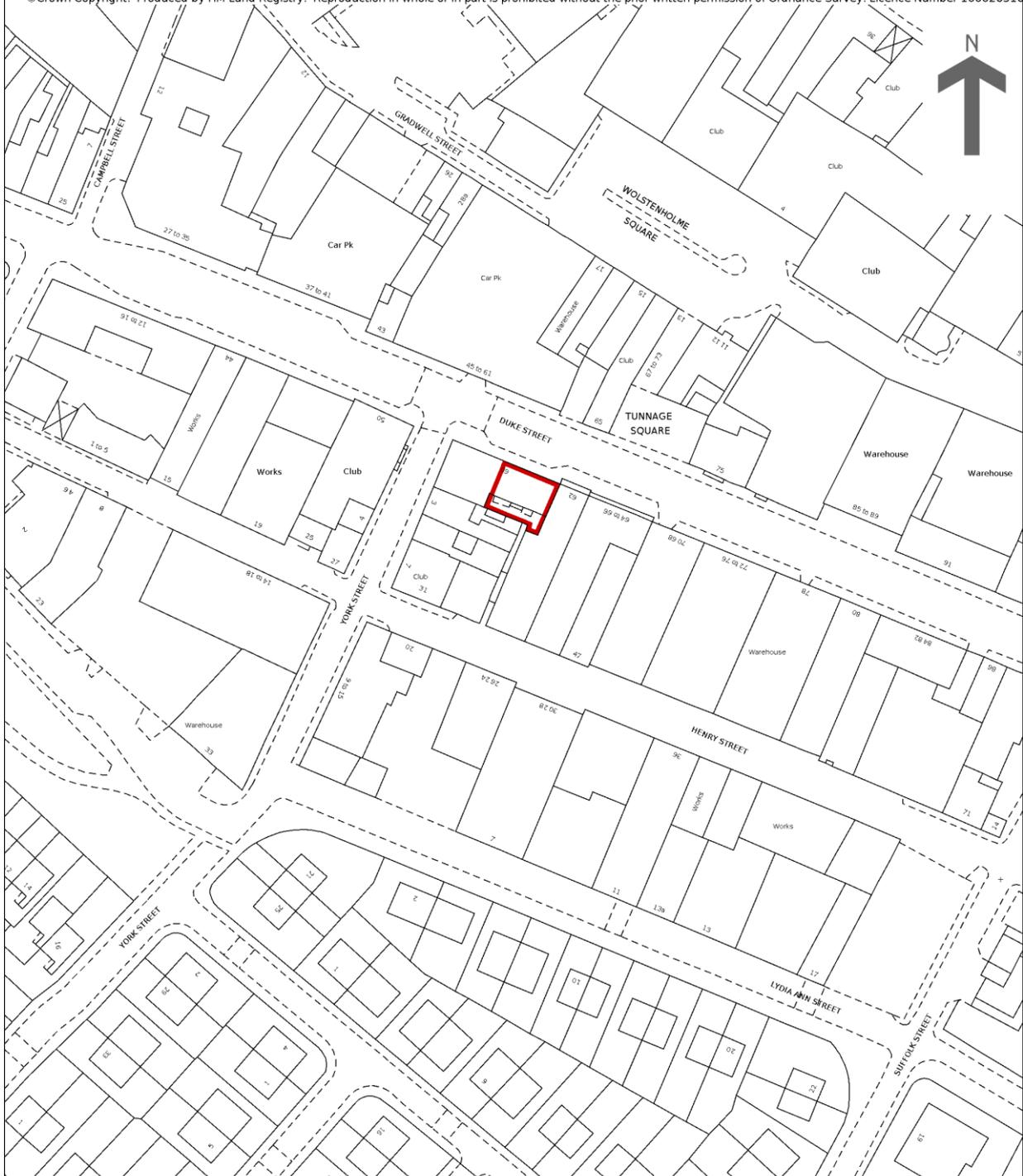
Title Plan -MS269396

HM Land Registry  
Official copy of  
title plan

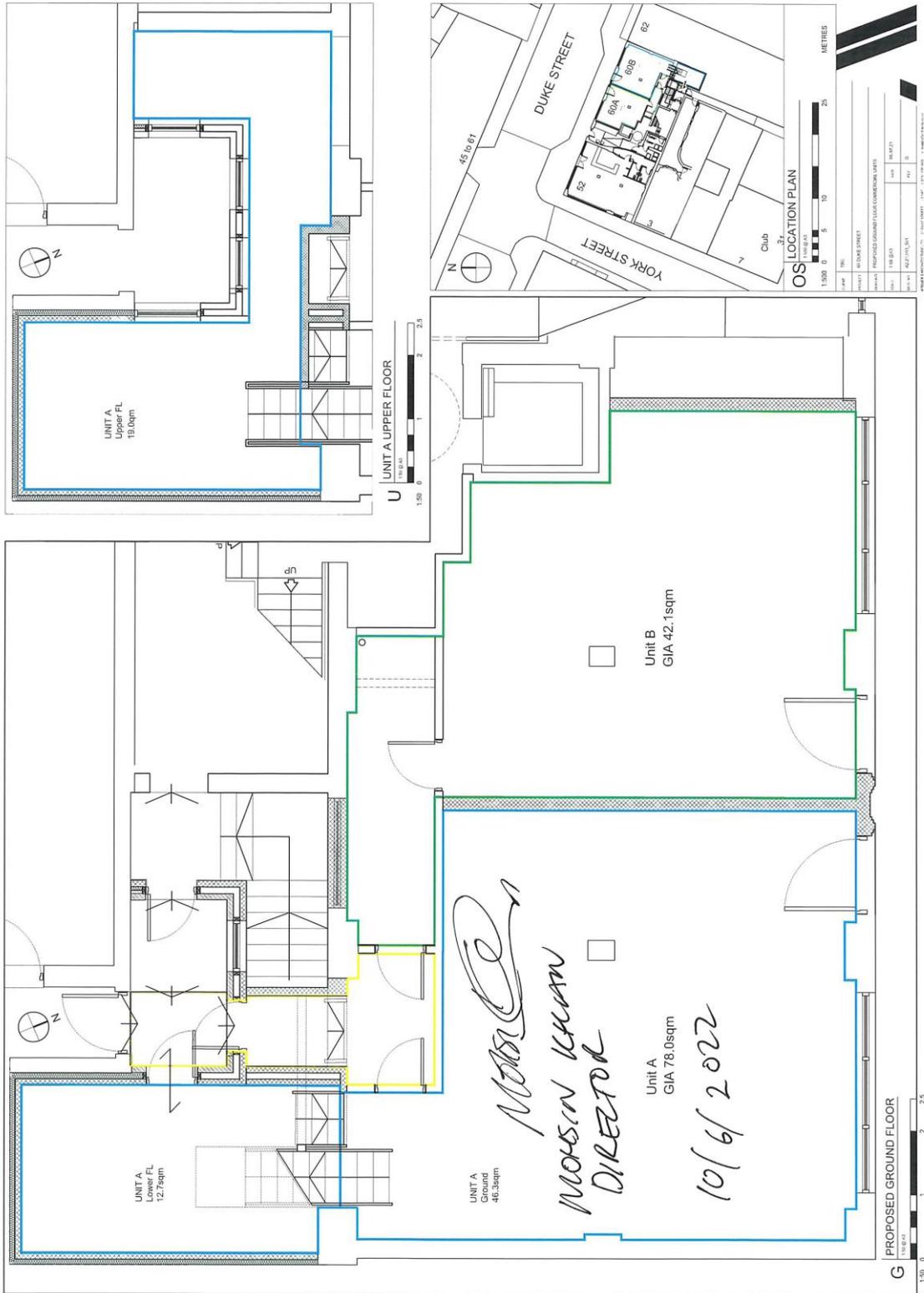
Title number **MS269396**  
Ordnance Survey map reference **SJ3489NE**  
Scale **1:1250**  
Administrative area **Merseyside : Liverpool**



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Lease Plan - Unit A (Ground Floor), 60 Duke Street, Liverpool



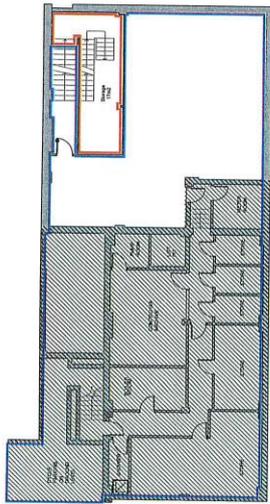
# Lease Plan - Ground Floor and Basement, 52 Duke Street, Liverpool

All dimensions to be checked on site.  
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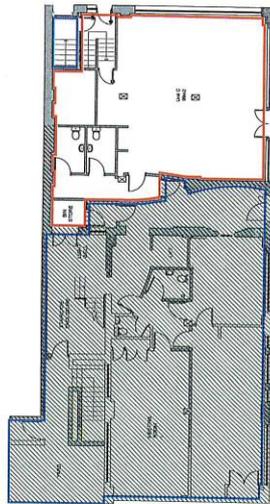
Revisions / Notes:



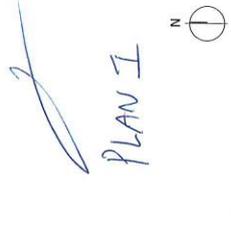
Location Plan @ 1:500



Basement floor @ 1:200



Ground floor @ 1:200



PLAN I

Job Title:	52 DUKE STREET
Client:	DR HAMMO
Date:	10.12.2020
Drawing Title:	LEASE PLAN
Drawn By:	MY7
Checked By:	MY7
Scale:	1:500
Job Number:	20.061. AL(-)500

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 5, St Helens Street Liverpool L1 8SR | 0151 707 6657 | www.smithyoung.co.uk

**SCHEDULE 2**  
**LONDON PROPERTY**

**RESTRICTIVE COVENANTS/ADVERSE INTERESTS/RIGHTS**

The Borrower has confirmed in replies that in respect of the covenants, rights and use impacting the Property they are not aware of any breach.

1. **Title Matters**

(a) **Charges to be redeemed by the Seller's solicitor:**

Title No	Lender	Charge Date
EGL173163	Proplend Security Limited	5 August 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
EGL173163	£162,050	2 June 2000

(c) **Property Address:**

Please refer to the "London Property" on page 1 of this report.

**Title Matters affecting EGL173163**

The Property is not subject to any covenants, adverse interests or rights.

2. **Occupational Interests**

**Commercial Lease**

<b>Premises</b>	Ground Floor Shop, 44 Morris Street, London E1 2NP
<b>Date</b>	16 June 2022
<b>Parties</b>	Landlord – Abdul Hamid & Ataur Rahman Tenants – Shofiul Alom, Shorif Ahmed and Abdul Mumin Miah
<b>Current Tenant</b>	Shofiul Alom - 34 Shaersmith House, London E1 8HT Shorif Ahmed - 30 Pellew House, Somerford Street London E1 5DX Abdul Mumin Miah - Flat 1, Noble Court, Cable Street, London E1 8HX
<b>Term commencement date and expiry date</b>	10 years from 25 June 2021 (expiring 24 June 2031)
<b>Excluded Tenancy</b>	No, the Lease has not been contracted out of the Landlord and Tenant Act 1954.
<b>Current rent and rent payment dates</b>	£24,000 per annum, payable quarterly in advance.
<b>Rent review dates and mechanism</b>	The Rent will be reviewed on every 5 <sup>th</sup> anniversary of the term on the basis of an upward only open market rent review.  The rent review provisions in the lease contain a standard list of assumptions and disregards and allow for the rent to be determined

	by a surveyor (acting as an expert) in the event that the parties cannot agree the reviewed rent.
<b>Forfeiture</b> (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) No, rent unpaid 7 days after becoming due (b) Yes (c) Yes
<b>Use and any restrictions on use</b>	Permitted Use: Takeaway Restaurant. The Tenant shall not use the Premises for any purpose other than the Permitted Use without first obtaining the consent of the Landlord (such consent not to be unreasonable withheld or delayed)
<b>Repair and decoration</b>	<b>Repair</b> – The Tenant shall keep the Property clean and tidy and in good and substantial repair and condition. <b>Decoration</b> – The Tenant shall decorate the Property as often as is reasonably necessary and in the last 3 months of the term. Any decoration undertaken in the last 3 months must be done to the reasonable satisfaction of the Landlord using materials, design and colours approved by them.
<b>Insurance</b>	The Tenant shall pay the Insurance Rent (being 50% of the cost incurred by the Landlord in insuring the Building) within 14 days of written demand. The Landlord shall keep the Building (or which the Premises forms part) insured against loss or damage by an Insured Risk for the full reinstatement cost If the Building is damaged by an Insured Risk so as to make the Premises unfit for occupation or use then the payment of the annual rent (or a fair proportion according to the extent of the damage) shall be suspended until the earlier of: (1) the date upon which the Premises is reinstated, or (2) the date which is 3 years after the date the damage occurs. If the Landlord acting reasonably considers it impossible or impractical to reinstate the Building then the Landlord may terminate the Lease by giving notice to the Tenant. If the Premises has not been made fit for occupation and use within 3 years of the date of the damage occurring then the Tenant may terminate the Lease by giving notice to the Landlord. If the Lease is terminated in accordance with the insurance provisions then all insurance proceeds shall belong to the Landlord.
<b>Alterations</b> (a) External/structural. (b) Internal, non-structural alteration	The Tenant shall not make any external or structural alterations to the Property or make any openings in any boundaries of the Property. The Tenant shall not make any alterations or additions of a non-structural nature or alter the route of any Service Media without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
<b>Alienation</b>	<b>Assignment</b> - The Tenant shall not assign the whole of the Lease without the consent of the Landlord (such consent not to be unreasonably withheld). When giving consent the Landlord may impose various conditions,

	<p>which include:</p> <ul style="list-style-type: none"> <li>the Tenant providing an AGA and if they have a guarantor an obligation for the guarantor to guarantee the assignors obligations in the AGA;</li> <li>an obligation that someone of acceptable standing to the Landlord provide a guarantee.</li> </ul> <p>Further the Landlord may refuse consent to an assignment of whole if the annual rent or any sums due under the Lease are outstanding</p> <p><b>Sharing Occupation</b> – The Tenant may share occupation with any group company so long as no relationship of landlord and tenant is formed.</p> <p><b>Other Dealings</b> – other than those listed above all other forms of alienation (inc. underletting and charging) are expressly prohibited.</p>
<b>Service Charge</b>	<p>There are no service charge provisions in the Lease and also no obligation for the Landlord to keep the Building in repair (unless damage is caused by an insured risk in which case the Landlord is required to use reasonable endeavours to reinstate the Building, subject to the insurance provisions in the Lease).</p> <p>Consequently, if any maintenance is required to the Building this would have to be done at the landlord's expense and wouldn't be recoverable from the tenants, so in essence the rent is an inclusive figure.</p>
<b>Lease registerable? (ie, granted for more than 7 years)</b>	Yes, the Lease is registerable but at present we can see no evidence that an application has been made to register the Lease.
<b>Lease executed correctly?</b>	The copy we have been provided with has been correctly executed by the Tenant. We have not seen the copy of the Lease executed by the Landlord.

### Residential Flat

<b>Premises</b>	44 Morris Street, London E1 2NP
<b>Landlord</b>	Mr A Rahman & Dr A Hamid t/a Surma Gardens
<b>Tenants</b>	Mr A Hannan & Mr S. Rahman
<b>Date of tenancy agreement</b>	1 May 2022
<b>Headline terms</b>	<p>Start Date: 1 May 2022</p> <p>End Date: 30 April 2023</p> <p>Rent: £2,200 per month, payable on the 1<sup>st</sup> of each month</p> <p>Deposit: £1,000</p>
<b>Tenancy agreement in standard AST form. <i>If no, provide details</i></b>	Yes
<b>Confirmation</b>	<p>We confirm that the tenancy agreement is in standard form; and the Borrower has advised us that the Tenant:</p> <p>(i) is not in breach of any of its obligations under the tenancy agreement to pay rent or other sums due; and</p> <p>(ii) is not in dispute with the Landlord.</p>

### 3. Searches

Date	Search	Material Matters Revealed
	Local	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.  Notwithstanding this we done a search against the property address using the Tower Hamlets planning portal and this shows that no recent planning applications, building control applications or planning enforcement action.
	Water and Drainage	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.
	Chancel Repair	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.  Notwithstanding this we can confirm that the search which was obtained in 2021 did not reveal any chancel repair liability.
	Environmental	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.

### **OTHER**

#### 4. Buildings Insurance

<b>Insured</b>	Dr Abdul Hamid
<b>Insurer</b>	Accelerant Insurance Europe SA
<b>Property</b>	44 Morris Street, London, E1 2NP
<b>Sum Insured</b>	£487,500
<b>Reinstatement Figure – Valuation</b>	£390,000
<b>Policy No</b>	7320045
<b>Expiry</b>	29 July 2023
<b>Premium</b>	£1,220.41
<b>Use</b>	Retail (Takeaway) and Residential Accommodation
<b>Terrorism</b>	Yes
<b>36 Months Rent</b>	Yes, the maximum liability for loss of rent is £151,200
<b>PSL Interest Noted</b>	Yes
<b>Copy Policy sent to PSL</b>	You provided the insurance documents, and have confirmed that these are acceptable.

#### 5. Fire Risk Assessment / Asbestos Report / Energy Performance Certificate

Date	Report	Contents
	EPC	44B (residential flat) - D(55) 44 Morris Street (Retail) – D(92)
	Fire Risk Assessment	We have been advised that there is no FRA and you have agreed that this will be provided as a

		condition subsequent.
12 June 2021	Asbestos Report	The Asbestos Management Survey prepared by SJ Asbestos Service's states that there is chrysotile present in the textured coating of the ceiling in the ground floor boiler cupboard/store. The survey gives this material a risk score of 3/12 and recommends that it remains in situ with a further inspection in July 2023.

#### 6. Valuation – Material Matters

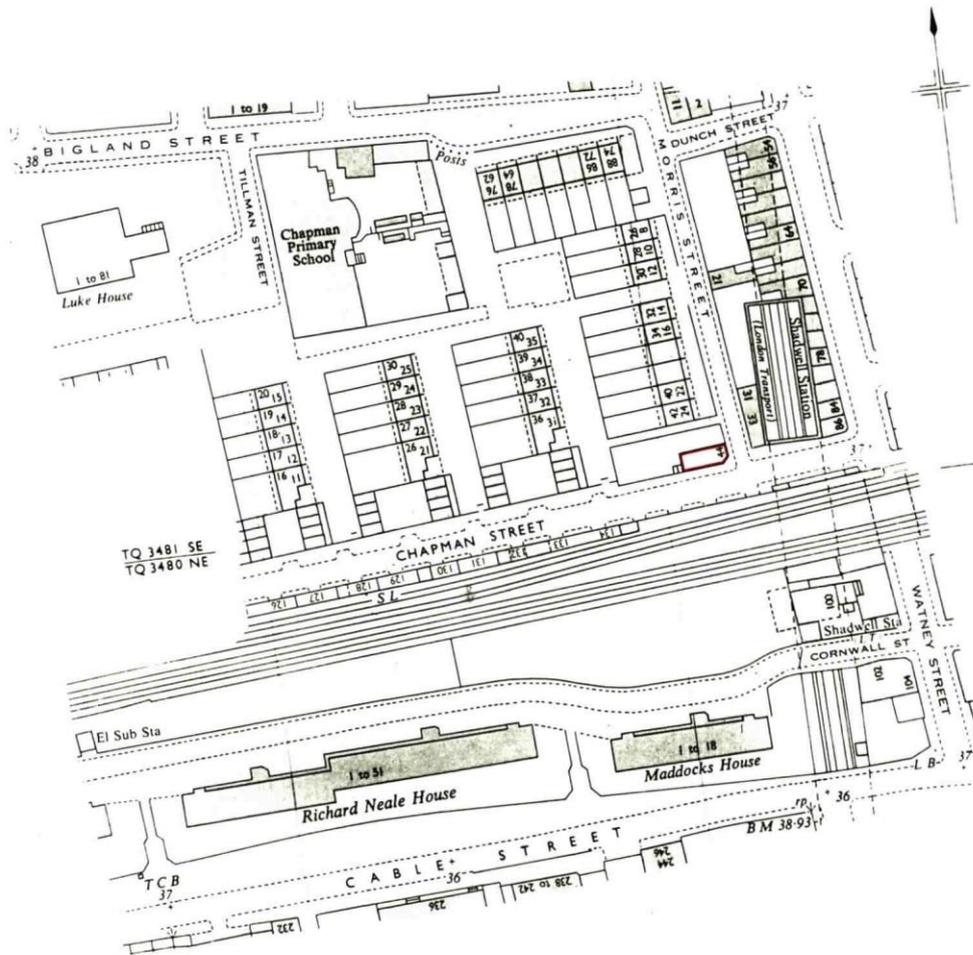
<b>Date</b>	8 July 2022
<b>Market Value</b>	£740,000
<b>Reinstatement</b>	£390,000
<b>Property</b>	44 Morris Street, London E1 2NP
<b>Use</b>	Semi-commercial building: <ul style="list-style-type: none"> <li>• Ground Floor – Fast food restaurant</li> <li>• First &amp; Second Floor – Residential flat</li> </ul>
<b>Tenure</b>	Freehold
<b>Planning</b>	No recent planning information is disclosed in the Valuation
<b>Other</b>	The valuer notes that it was not granted access to the residential flat, and therefore no comments have been made about the condition of this part of the Property. You have confirmed that this is acceptable, and therefore no further information has been sought from the Borrower.

Title Plan - EGL173163

H.M. LAND REGISTRY		TITLE NUMBER	
		EGL173163	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	GREATER LONDON		TQ 348I
Scale: 1/1250		© Crown copyright 1973	

BOROUGH OF TOWER HAMLETS

Old Reference LN VII 68 N



**SCHEDULE 3**  
**GENERAL POINTS**

1. **Searches**

Date	Search	Material Matters Revealed
As at 15 July 2021	Company	<p>Name: H &amp; A Properties (Liverpool) Ltd</p> <p>Active: Yes</p> <p>Directors: Farhana Akhter &amp; Abdul Hamid</p> <p>Secretary: None</p> <p>PSC: Farhana Akhter &amp; Abdul Hamid</p> <p>Purpose: Buying and selling of own real estate (68100)</p> <p>Charges: 2 outstanding</p> <ul style="list-style-type: none"> <li>• Legal Mortgage in favour of Proplend Security Limited (5 August 2021). <b>This will be satisfied in full on completion.</b></li> <li>• Debenture in favour of Proplend Security Limited (5 August 2021). <b>This will be satisfied in full on completion.</b></li> </ul>
Expires: 13 September 2022	Bankruptcy	<p>Clear – against Farhana Akhter</p> <p>Clear – against Abdul Hamid</p> <p>Clear – against Aatur Rahman</p>
Various Dates	Land Registry Priority	<p>MS302413 – 23 September 2022*</p> <p>MS302414 – 23 September 2022*</p> <p>MS270308 – 23 September 2022*</p> <p>MS269396 – 23 September 2022*</p> <p>EGL173163 - <u>expires 23 August 2021</u> - clear</p> <p>All priority searches are in favour of Proplend Security Limited</p> <p><i>*Please note that the application to register the 2021 Charge is still pending as the application to register the lease of 52 Duke Street (Loxby's Limited) which was submitted before our application for the 2021 charge is still being processed.</i></p>
	SRA check	Paris Smith LLP (SRA Number: 408233)
	Official Copies	<p>MS302413 - 11 May 2021</p> <p>MS302414 - 11 May 2021</p> <p>MS270308 - 11 May 2021</p> <p>MS269396 - 11 May 2021</p> <p>EGL173163 – 21 December 2021</p>

2. **Identification Documents**

We have not received any ID from the Borrower's solicitor, but we have been provided with the ID which PSL have received for the two directors/guarantors, details of which are set out below.

Name	List A ID	Date/Expiry	List B	Date/Expiry
Abdul Hamid	Passport	3 May 2026	Driving Licence	2 March 2028
Farhana Akhter	Passport	9 March 2024	Driving Licence	26 October 2028

Policies to be put into place on completion
No Search Insurance - £2,740,000 (£2,000,000 for the Liverpool Property and £740,000 for the London Property)

<b>Signed by:</b>	
<b>Signature Name:</b>	Alexander Cheele
<b>Position:</b>	Associate
<b>Authorised to sign for and on behalf of:</b>	Paris Smith LLP
<b>Date:</b>	24 August 2022