

## REPORT ON TITLE

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

A	Borrower	TDC Management Limited
B	Mortgagor (if different)	N/A
C	Security Property	7, 8, 9, 10, 11, 12, and 13 Holmstall Parade, Burnt Oak Broadway, Edgware, HA8 5HX
D	Title Number	MX404655
E	Transaction	<del>Purchase</del> / Refinance
F	Purchase Price (if applicable)	£ N/A
G	Anticipated Completion Date	11 November 2022

### DEFINITIONS AND INTERPRETATION

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

1. The Security Property is 

freehold*	<del>leasehold*</del>
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*Please refer to disclosure schedule.*

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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2. 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.

3. ~~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.~~

4. 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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*Please refer to disclosure schedule.*

dated 

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 in favour of 

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with an outstanding liability of £  as at .

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 Proplend's interests or which should be brought to 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. We are 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  mixed retail on the ground with upper residential

~~The authorised use of the Security Property for the purposes of Town & Country Planning legislation is~~

~~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.~~

*Please refer to disclosure schedule.*

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.

There are no inconsistencies / other issues to refer to the valuer.\*

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.\*

11. Proplend's Security Documents and all other documents which will be required have been signed by the Borrower, Mortgagor and Guarantor (if any) and are in our possession.
12. Buildings insurance cover that satisfies Proplend's requirements will be in place on Completion.

Name of insurer	Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274
Address of insurer	Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU
Policy number	CHU-SECUPROP-00001482022
Policy renewal date	28.10.2023
Sum insured	£3,937,500

13. Where there are any residential tenants at the Security Property we confirm:

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

*Please refer to tenancy schedule annexed.*

- 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:

Date:	16 April 2021
Term:	5 years
Expiry date:	14 April 2026
Current tenant:	Akshardham Funeral Directors Limited Guarantors: Kamini Pala and Bhavik Varsani
Current rent (per annum):	£50,400
Description as detailed in the Lease (if only part of the Security Property is let):	Units 9-11, Ground floor
Property Use:	'funeral parlous & funeral director's office within use class E'
Provisions for rent review:	None
Break clause (dates and terms):	15 April 2024. Tenant only. 6 months' notice required. Annual rent to be all paid and VP given.  Tenant can also break lease if receives notice from local planning authority that the permitted use is not the lawful use.
Lease requirements in relation to insurance:	Landlord to insure building. Tenant to pay a fair proportion within 7 days of demand

Repairing obligations in the lease:	Landlord: To keep building in reasonable repair.  Tenant: To keep property clean and tidy and in reasonable repair. Tenant to replace broken plate glass.
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 .

Date:	20 January 2021
Term:	3 years
Expiry date:	30 November 2023
Current tenant:	London Laser Clinic Colindale Ltd Guarantor: Sara Dhada Surti
Current rent (per annum):	£26,400
Description as detailed in the Lease (if only part of the Security Property is let):	Units 12-13, Ground floor
Property Use:	'beauty and aesthetics clinic within use class E'
Provisions for rent review:	None
Break clause (dates and terms):	None
Lease requirements in relation to insurance:	Landlord to insure building. Tenant to pay a fair proportion on demand
Repairing obligations in the lease:	Landlord: None noted.  Tenant: To keep property clean and tidy and in reasonable repair. Tenant to replace broken plate glass.
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.

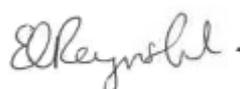
We will hold the funds strictly to your order (returnable upon demand) until we are in a position to complete the Transaction;

- (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	Emme Raynsford
Name of firm	Harrison Clark Rickerbys Limited
Date	10.11.2022
HCR Reference	EK01.PRO306-18

<b>SUPPLEMENTARY REPORT ON TITLE LEASEHOLD SECURITY</b>
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*Please see disclosure schedule.*

~~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 the Finance Parties should be aware of but which should not, of itself, prevent the Finance Parties 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   	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>Long Leases</u></b></p> <p>Whilst the Borrower owns the freehold of the Security Property, the Borrower also acquired three 125 year long leases of flats 7a, 8a and 11a. These are registered with title numbers: NGL806003, NGL806055, and NGL815816. The Borrower is effectively both landlord and tenant in this instance and as a result no ground rent has been collected. We have not been instructed to review or comment on the terms of the long leases.</p>		None – advisory only. The Borrower has confirmed that they are only retaining the leasehold interests (rather than merging them with the freehold) in the event that they wish to sell them off in the future. Proplend's charge will also cover these leasehold interests and restrictions will be placed on the registered titles so that the Borrower cannot dispose of these interests without the consent of Proplend.	<i>"The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan."</i>	No
<p><b><u>No Searches</u></b></p> <p>Property searches have not been carried out as part of the due-diligence exercise. We are therefore unable to confirm whether these results would reveal any adverse entries/results.</p>		We will have in place at completion a 'no search indemnity' policy in favour of the lender which covers a sum of £3,190,000. The policy also contains cover for unknown adverse results contained in a chancel or environmental search. We are of the opinion this is sufficient to protect Proplend's interest in the property.	<i>"The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan."</i>	No

**Planning Conditions**

Planning permission reference 20/3303 authorises a change of use to the ground floor commercial units and operational development to the upper floor residential units. The change of use of the ground floor has taken place prior to the discharge of any conditions attached to the planning permission. Many of the conditions relate to the residential aspect of the development, save for the following:

- condition 5 requires that the development is not occupied until such time as all existing vehicular crossovers to the site onto Burnt Oak Broadway have been removed and reinstated to footway with full height kerbs, and two bicycle stands provided on Burnt Oak Broadway frontage, in accordance with details to be agreed in writing by the Local Planning Authority; and
- condition 11 requires that the development shall not be occupied until such time as details of the refuse store to accommodate 1260l of residential waste, 1260l of dry recycling waste and 207l of organic waste plus commercial provision is provided and details of a secure and undercover cycle store for 18 bicycles within the rear yard have been submitted to and approved in writing by the Local Planning Authority and thereafter provided in accordance with the approved details.

There are a number of other ongoing conditions relating to the use of the ground floor commercial units and in relation to the development and use of the upper floor residential units (including pre-commencement conditions which have not yet been discharged), which the Borrower will be required to comply with.



While there is a 'live' risk of enforcement of the planning conditions, no enforcement action has been taken to date. The Borrower has advised that the Council is aware that the planning permission has been implemented on the ground floor and has not taken enforcement action. Please note that we do not have a local search result to confirm the position.

In view of the recent nature of the breach indemnity insurance is not available. On that basis we recommend that the Borrower does not approach the Council during the loan term (notwithstanding that the planning permission expires during the loan term).

Proplend is aware of the risk associated with enforcement of the planning conditions and is willing to take a commercial view.

*"The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan."*

Save for where disclosed, no.

<p><b><u>Planning Permission Restrictions on Use</u></b></p> <p>Planning permission 20/3303 contains a number of restrictions regarding the use of the Property:</p> <p>a) The residential units cannot be converted from C3 residential to C4 small HMO at any time (without express permission of the local planning authority); and</p> <p>b) The 8 garages on the land are to be used for the existing commercial units only and not for residential purposes.</p>		<p>None – advisory only.</p> <p>On the basis that the Borrower will not be carrying out any works on the property pursuant to this (or any other planning permission) then, in consideration of the disclosure above, this should not be of any concern.</p>	<p><i>“The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan.”</i></p>	<p>No.</p>
<p><b><u>Section 106 Agreement</u></b></p> <p>A section 106 agreement dated 11 November 2021 was entered in connection with the planning permission. This agreement requires that:</p> <ul style="list-style-type: none"> <li>- a controlled parking zone is in effect and that occupiers of the residential units are informed of this, to require that the developer and occupiers of the residential units do not apply for a parking permit;</li> <li>- a controlled parking zone contribution in the sum of £3,000 is paid prior to the commencement of development; and</li> <li>- to give notice in writing to the Council at least 28 days in advance of implementation of the planning permission</li> </ul> <p>The first obligation relates purely to the residential aspect of the development, which has not yet been implemented. However, the second and third obligations relate more generally to the planning permission and so have been triggered by the change of use of the ground floor.</p> <p>The agreement includes a mortgagee protection provision but this benefits the former mortgagee rather than any potential mortgagee. Therefore, in the event that the Council elected to take enforcement action at a time when Proplend have an interest in the Property, the Council may enforce against Proplend (should they choose to do so) at the same time as the Borrower.</p>	 <p>While there is a ‘live’ risk of enforcement of the section 106 obligations, but no enforcement action has been taken to date. The Borrower has advised that the Council is aware that the planning permission has been implemented on the ground floor and has not taken enforcement action. Please note that we do not have a local search result to confirm the position.</p>	<p>In view of the recent nature of the breach indemnity insurance is not available.</p> <p>Proplend has agreed with the Borrower that as and when the Council request payment of the contribution, the contribution will be settled within the requested timeframe. Proplend have advised that failure on the part of the Borrower to adhere to the requirement to pay the contribution will be an event of default.</p> <p>Proplend is aware of the risk associated with enforcement of the section 106 agreement and is willing to take a commercial view.</p>	<p><i>“The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan.”</i></p>	<p>Saved for where disclosed, no.</p>

<p><b><u>Non-payment of Community Infrastructure Levy (CIL)</u></b></p> <p>There is a CIL liability of £109,138.67 in connection with the planning permission. The payment of CIL was triggered on implementation of the planning permission but has not been paid. Equally, the Council has not (so far as we are aware) issued their demand notice requesting payment of the CIL.</p>	 <p>While there is a 'live' risk of enforcement of the CIL liability, but no enforcement action has been taken to date. The Borrower has advised that the Council is aware that the planning permission has been implemented on the ground floor and has not taken enforcement action. Please note that we do not have a local search result to confirm the position.</p>	<p>Proplend has agreed with the Borrower that as and when the CIL Demand Notice is issued the CIL will be settled within the requested timeframe. Proplend have advised that failure on the part of the Borrower to adhere to the Demand Notice will be an event of default.</p> <p>Proplend is aware of the risk associated with enforcement of the CIL liability and is willing to take a commercial view.</p>	<p><i>“The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan.”</i></p>	
<p><b><u>Statutory Obligations</u></b></p> <p>We have not been provided with any fire risk assessments, asbestos surveys nor air conditions reports for the ground commercial units at the Security Property. Owners, or occupiers, have a legal duty to ensure that the risks imposed by fire and asbestos have been adequately assessed in accordance with the relevant regulations. Failure to comply could result in enforcement action.</p>		<p>None – advisory only.</p> <p>It would be the responsibility of the occupational tenants to ensure that all applicable regulations have been complied with.</p>	<p><i>“The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan.”</i></p>	<p>No.</p>
<p><b><u>Restrictive Covenants</u></b></p> <p>Title to the security Property contains some restrictive covenants:</p> <p>a) in a conveyance from 1930 - <i>“will not in any way disturb or interfere with any of such slopes or embankments or other incidental works expect with the approval in writing and to the reasonable satisfaction of the Council or the Highway Authority.”</i></p>		<p>None – advisory only.</p> <p>a) This covenant is historic. The property and surrounding land is now fully made up and so the risk of any enforcement would be low. The Borrower’s solicitor has further confirmed: <i>“These [covenants] continue to be performed and no notice of breach has been received by the borrower”.</i></p>	<p><i>“The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan.”</i></p>	<p>No.</p>

<p>b) A conveyance dated 4 March 1960 contains the follow covenants: <i>“no building shall be erected...except...buildings which (on the pavement or ground floor level) shall consist of shops to be constructed to harmonise with existing external development of shops”</i> and <i>“not to use the land hereby conveyed or any part thereof or any building erected therein for the purpose of garage filling station.”</i></p> <p>Restrictive covenants could have an impact on a property’s value and/or marketability.</p>		<p>Given the current use of the Property, it is not considered that these covenants have been breached. In the event that the person with the benefit of the covenant decided to enforce due to the use of one of the units as an office (as opposed to a ‘shop’) then this is something which can be easily rectified given the office occupiers are only on short term licences. Further, given the recent use class planning change (putting offices and shop into the same use class) we are of the opinion that enforcement would be low.</p> <p>The Borrower’s solicitor further confirms: <i>“These continue to be observed and performed and no notice of breach has been received by the borrower.”</i></p>		
<p><b><u>Service Charge &amp; other Costs</u></b></p> <p>Whilst the lease for units 7-11 contains a provision for the Landlord to claim a service charge for services carried out, we understand that the Landlord has not charged any retail or residential tenant any service charge to date. The lease for units 12-13 does not contain any service charge provisions.</p> <p>The Borrower’s solicitor has also confirmed:</p> <p><i>“Only retail units 7 &amp; 8 pay for utilities service there has been no service charge charged for any retail or residential unit. Building Insurance premium for 7 &amp; 8 is allowed within the utilities/service charge. Units 9-12 and 12-13 pay every 3 months, the residential is paid by landlord”</i></p> <p>Please see information about and schedules below. The Landlord contains the common parts and directly incurs the costs in doing so.</p>		<p>None – advisory only.</p> <p>At the point in which new leases or licences are granted to the occupiers then it would be prudent for Proplend to ensure that adequate service charge provisions are inserted into the leases so that the Landlord does not have to expense any such repairs/maintenance or carrying out any services directly itself.</p> <p>The Landlord has confirmed that there is no expenditure or maintenance scheduled.</p>	<p><i>“The Market Value of the property as at 14 September 2022 can be relied on for the purposes of the loan.”</i></p>	<p>No.</p>

**ANNEX  
TITLE PLAN(S)**

**Land Registry**  
Official copy of  
title plan

Title number **MX404655**  
Ordnance Survey map reference **TQ2090SW**  
Scale **1:1250**  
Administrative area **Brent**



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**ANNEX : Occupational Licence Schedule**

Property	Date of Licence	Start Date	End Date	Licensor	Licensee	Licence Fee(s)	Permitted Use	Contracted Out
Ground floor unit 7	29 March 2021	29 March 2021	28 March 2023  (or on expiry of three months notice from the licensor)	TDC Management Limited	Sculptor Aesthetics Limited  Guarantor: Samar Badraldin	£1,625 per month  Plus £200 a month for utilities & fair & reasonable proportion of cost for Licensor to insure building	Use Class E (excluding laser hair removal & Laser Skin treatments)	Yes
Part of Ground Floor unit 8 (office number 3)	01 January 2022	01 January 2022	31 December 2024  (or on expiry of three months notice from the licensor)	TDC Management Limited	Become A Trader Limited  Guarantors: Hrishi Vadgama & Avinash Hirani	£650 per month  Plus £50 a month for utilities & fair & reasonable proportion of cost for Licensor to insure building	Use Class E (excluding laser hair removal & Laser Skin treatments)	Yes
Part of Ground Floor unit 8 (office number 2)	1 June 2022	1 June 2022	30 June 2025  (or on expiry of three months notice from the licensor)	TDC Management Limited	Van Lear Limited  Guarantor: Nagendra Kini	£500 per month  Plus £50 a month for utilities & fair & reasonable proportion of cost for Licensor to insure building	Use Class E (excluding laser hair removal & Laser Skin treatments)	Yes

**ANNEX : Residential Tenancy Schedule**

<b>Property Address</b>	<b>Date of AST</b>	<b>Landlord</b>	<b>Tenant</b>	<b>Start Date</b>	<b>End Date</b>	<b>Current Rent</b>	<b>Deposit</b>
7a Holmstall Parade,	12 <sup>th</sup> January 2021	TDC Management Ltd	Mr and Mrs Banaga	31 <sup>st</sup> January 2022	30 <sup>th</sup> January 2023	£1200 per calendar month  Payable 1 <sup>st</sup> every month	£1200
8a Holmstall Parade,	18 <sup>th</sup> October 2021	TDC Management Ltd	Ms Mary Noreen Amorin and Mr Ferdinand Baliwag	18 <sup>th</sup> October 2022	17 <sup>th</sup> October 2023	£1450 per calendar month  Payable 18 <sup>th</sup> every month	£1350
9a Holmstall Parade,	5 <sup>th</sup> June 2022	TDC Management Ltd	Ms Ginina Grace Quillpas Moreno	5 <sup>th</sup> June 2022	14 <sup>th</sup> June 2023	£1200 per calendar month  Payable 5 <sup>th</sup> every month	£1200
10a Holmstall Parade,	18 <sup>th</sup> December 2019	TDC Management Ltd	Mr and Mrs Jumar Infante	20 <sup>th</sup> February 2022	19 <sup>th</sup> February 2023	£1250 per calendar month  Payable 20 <sup>th</sup> every month	£1250
11a Holmstall Parade,	23 <sup>rd</sup> December 2020	TDC Management Ltd	Mr and Mrs Krastrv	23 <sup>rd</sup> December 2021	22 <sup>nd</sup> December 2022	£1100 per calendar month  Payable 23 <sup>rd</sup> every month	£850
12a Holmstall Parade,	18 <sup>th</sup> December 2020	TDC Management Ltd	Mr and Mrs Remolina	18 <sup>th</sup> December 2021	17 <sup>th</sup> December 2022	£1200 per calendar month  Payable 18 every month	£1800
13a Holmstall Parade,	31 <sup>st</sup> January 2022	TDC Management Ltd	Mrs L Laurent	31 <sup>st</sup> January 2022	30 <sup>th</sup> January 2023	£1100 per calendar month  Payable 1 <sup>st</sup> every month	£1760