

REPORT ON TITLE
REFINANCE – SEPARATE REPRESENTATION

To	Proplend Security Limited (“the Security Trustee ”)
From	Paris Smith LLP
Borrower	A & H Developers Ltd
Company Number	04900689
Properties	See Property Schedule
Is the Borrower the same as the Owner?	Yes
Advance Amount	Gross Loan: £1,628,900.00 Amount to be released to Acuity Law on completion: Not applicable. There is a shortfall of £327,066.37 (inc. legal fees and disbursements) which needs to be paid by the Borrower in order to redeemed the existing PSL loan.
PG Required	Yes, a PG is being provided by Mustafa Tariq Mohammed limited to £407,225 (plus interest and costs)

1 **TITLE**

We certify that the Properties are as follows:

Property address	Title number	Class of Title
101 Wales Road, Kiveton Park, Sheffield S26 6RA	SYK13908	Absolute
12 Northgate, Tickhill, Doncaster DN11 9HY	SYK31275	Absolute
13 Watson Street, Morley, Leeds LS27 0AH	WYK325458	Absolute
14 Hartley Street, Mexborough S64 9LX	SYK84398	Absolute
16 And 16a The Wynd, Marske By The Sea, Redcar TS11 7LA	CE128878	Absolute
2 College Court, Morley, Gildersome, Leeds and parking spaces LS27 7WF	WYK850219	Absolute
2 Lady Pit Lane, Leeds LS11 6AJ	WYK190210	Absolute
222 Linthorpe Road, Middlesbrough TS1 3QW	CE73325	Absolute
226 Linthorpe Road, Middlesbrough TS1 3QW	CE75460	Absolute
360 Anlaby Road, Hull HU3 6NS	HS98858	
The Hawthorns, 4 Station Road, Conisbrough DN12 3DB	SYK103947	Absolute
88 and 90 Main Street, Mexborough S64 9EB	SYK165233	Absolute

- a. We certify that the Title to the Properties is good and marketable and can be accepted by you as security.

- b. We annex to each of the Schedules a copy of the title plan showing the relevant property **edged red**. We confirm that the title plans accord with the plans attached to the Valuation.
- c. The Properties is registered in the name of the Borrower.
- d. We confirm that the only material **Restrictive Covenants** which affect the Properties are set out in the attached Schedules.
- e. We confirm that the only material **Adverse Interests/Rights** affecting the Properties are referred to in the Schedules.
- f. No person other than the Borrower has an equitable or overriding interest in the Properties save as disclosed in their report.
- g. The Security Trustee will obtain a **First Legal Charge** over the Properties.
- h. The Properties have the benefit of the material **Rights Benefitting** referred to in the Schedules as revealed by the titles to the individual properties.

2 **SEARCHES:**

We confirm we hold:-

- a. Clear Land Registry Priority Search giving the Security Trustee priority beyond the date of completion.
- b. Clear Bankruptcy Search(es) giving priority beyond the date of completion against the guarantor.

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 Valuation Survey Report dated 30 November 2022 prepared by Sanderson Weatherall (the "**Valuation**") and confirm that:-

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

4 **SECURITY DOCUMENTATION: SCANNED COPIES RECEIVED**

The following security documentation, have been properly executed and witnessed and the original will be held by us prior to completion.

- a. Legal Mortgage To be dated on completion
- b. Debenture To be dated on completion
- c. Guarantee To be dated on completion
- d. Director's Certificate Dated 28 March 2023
- e. Deed of Priority 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 to complete the refinance.

We hold an irrevocable undertaking from the Borrower's conveyancer confirming that following completion they will use all reasonable endeavours to assist with the registration of PSL's security.

Our banking details are:

Account Name	Paris Smith LLP Client Account
Account Number	3755 9583
Bank	National Westminster Bank
Branch	High Street, Southampton
Sorting Code No	56-00-68
Completion Date	Friday 26 May 2023
Reference:	AZC.113022.167

SCHEDULE 1

222 Linthorpe Road, Middlesbrough TS1 3QW

Restrictive Covenants/Adverse Interest/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
CE73325	Proplend Security Limited	28 May 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
CE73325	£220,000	4 October 2005

(c) **Property Address:**

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

Title Matters affecting CE73325		
Date	Document	Comments
28 January 1890	Conveyance (Entries A3 & C1)	<p>This historic conveyance contains restrictive covenants relating to the use of the Property. The Borrower's solicitor has confirmed these covenants have not been breached, and further that no notices have been received in relation to the said covenants.</p> <p>In addition to the covenants this conveyance also grants drainage & access rights, which are granted subject to the owner of the Property contributing towards the maintenance costs. The Borrower's solicitor has confirmed that no payments have been made and no demands for payments have been received.</p>
		Mines & minerals are excepted with provisions for compensation in the event of damage.

2. **Occupational Interests**

Please refer to the below Lease Report.

Premises	222 Linthorpe Road, Middlesbrough TS1 3QW
Date	1 April 2021
Parties	Landlord – A & H Developers Limited

	Tenant – Genix Healthcare Middlesborough Limited
Current tenant	Genix Healthcare Middlesborough Limited (Company Number: 11942921)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	5 years from 1 April 2021 (expiring 31 March 2026).
Break clause	There is no break clause.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£17,000 per annum payable quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	N/A there is no rent review.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any obligation within the lease is not complied with (c) The Landlord may re-enter the Property if one or more individuals is adjudicated bankrupt or an interim receiver is appointed off the property of the Tenant or the Tenant shall become bankrupt or take any steps in connection with any voluntary arrangement
Use and any restrictions on use	Dental practice within Class D1 or ancillary offices or any other use within Class D1 with the Landlord's approval
Repair and decoration	<ul style="list-style-type: none"> • Keep the Property clean and in good repair and condition including any additions after the date of the lease • The Tenant must decorate the property as follows: - <ul style="list-style-type: none"> ○ The outside of the Property: during the 3rd year of the lease period ○ The inside of the Property: during the 3rd year of the lease period • The whole of the Property during the last year of the term with any decoration to be subject to Landlord approval
Insurance	<p>The Tenant must insure the property, and all additions to it as per the following conditions: -</p> <ul style="list-style-type: none"> • The insured persons are the Landlord, Tenant and any other person whom either reasonably nominates • Cover is provided against the insured risks as defined within the lease and other risks which the Landlord reasonably considers from time to time • The sum insured is at least the full rebuilding cost of the property, and any additions to which it should be insured and an appropriate percentage for professional fees and three years' loss of rent • The policy is to be issued by a reputable insurance office or at Lloyds <p>If the Property or any part of the Property is destroyed or damaged by the insured risks and therefore found unfit for use and occupation</p>

	<p>of inaccessible, the Tenant shall lay out the proceeds of such insurance and if rebuilding or reinstatement is not possible, the monies shall be divided between the Landlord and Tenant in proportion to their interest at the time of the event.</p>
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external, structural, internal or non-structural alteration to the Property without the written consent of the Landlord.</p> <p>The Tenant may display a notice or advertisement either on the outside or visible from the outside with prior consent from the Landlord.</p> <p>The Tenant must give the Landlord any notice from any authority acting under an Act of Parliament should the property require alteration, additions or modifications or any fixtures or equipment that need to be installed or removed. The Tenant must carry out these works unless the Landlord opts to carry this out.</p> <p>The Tenant must give the Landlord a copy of any noticed received regarding the Property or any neighbouring property.</p>
<p>Alienation</p>	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p> <p>Within one month of any assignment or subletting, the Tenant shall pay the reasonable registration fee for the Landlord's solicitors and produce a copy of any document relating to an assignment or subletting.</p>
<p>Service Charge</p>	<p>N/A, there is no service charge.</p>
<p>Tenant's Rights</p>	<ul style="list-style-type: none"> • Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations • Right to receive water, gas and electricity, to receive and send communications and to discharge waste by means of sewers, drains, pipes, wires and cables in other estate property
<p>Landlord's Rights</p>	<ul style="list-style-type: none"> • Right to enter the Property with seven days' notice (except for in the event of an emergency) to enter the Property to inspect the state of it • Right to enter the Property to comply with any lawful requirement under Planning Acts • Right to enter the Property and any person with authorised authority from the Landlord to enter the Property to view as a prospective purchaser, tenant or mortgagee • Right to fix a notice outside the property announcing possible sale or letting during the last 6 months' of the lease period • The right to enter the Property after 24 hours' notice (except in emergency) at all times for the following reasons:-

	<ul style="list-style-type: none"> ○ To connect, lay, inspect, repair, cleanse, maintain, amend, alter, replace or renew any Conduits and to erect construct or lay in under over or across the premises any Conduits or other works for the supply of Services to any adjoining or neighbouring property ○ To clean decorate repair or rebuild any adjoining or neighbouring property to build lay on or into any boundary or party walls of premises ○ To erect and use scaffolding upon the outside of premises <ul style="list-style-type: none"> • The right to repair rebuild alter demolish develop and carry out alterations and any other works upon to any adjoining property or land • The rights of light and air support shelter and protection and all other easement rights and quasi easements over the premises now or hereafter belonging to or enjoyed by any adjoining or neighbouring property <p>The right to affix and thereafter maintain on any exterior wall of the premises such advertising hoardings and the right to receive all present and future income accruing from any such advertising</p>
Lease registerable? (ie, granted for more than 7 years)	No
Lease executed correctly?	Yes
Unusual Provisions	<ul style="list-style-type: none"> • The alienation provisions do not impose any restrictions on an underletting of whole, other than requiring the Landlord's prior approval • The Tenant insures the Property and not the Landlord, and the obligation to reinstate (subject to obtaining all necessary planning and other consents) is on the Tenant. If reinstate is impossible then the insurance proceeds belong to the Landlord and Tenant in proportion to the value of their respective interests.

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	None provided, you have agreed to accept no search insurance. Although we have not reviewed a local authority search we have seen evidence that the current use has planning permission.
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.

19 April 2021	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (19 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

OTHER

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

Date	Report	Contents
7 May 2019	EPC	E (104)
25 February 2022	Fire Risk Assessment	<p>The Borrower has advised that the FRA is the responsibility of the Tenant, but they have provided a copy of the FRA which has been prepared by one of the Tenant's employees.</p> <p>The report confirms that that the area is not at high risk for occupants.</p>
17 July 2017	Asbestos Report	<p>This report identifies the presence of 3 asbestos or presumed asbestos containing materials within the Property.</p> <p>The report states that these materials should be monitored and re-inspected prior to any maintenance or other works.</p>

5. Valuation – Material Matters

Inspection Date	3 November 2022
Market Value	<p>Subject to existing lease - £185,000</p> <p>Vacant Possession - £175,000</p>
Reinstatement	£350,000
Property	222 Linthorpe Road, Middlesbrough TS1 3QW
Use	Dental practice
Tenure	Freehold
Planning	No planning information is disclosed in the valuation

Title Plan

H.M. LAND REGISTRY		TITLE NUMBER CE73325	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY CLEVELAND	SHEET	SECTION
		NATIONAL GRID NZ 4919	H
Scale: 1/1250		MIDDLESBROUGH DISTRICT © Crown copyright 1983.	

ADMINISTRATIVE AREA *MDDN ESPROUGH



SCHEDULE 2

226 Linthorpe Road, Middlesbrough TS1 3QW

Restrictive Covenants/Adverse Interest/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
CE75460	Proplend Security Limited	28 May 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
CE75460	£230,000	1 December.2006

(c) **Property Address:**

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

Title Matters affecting CE75460		
Date	Document	Comments
20 April 1891	Conveyance (Entries A3 & C1)	<p>This historic conveyance contains restrictive covenants relating to the use of the Property. The Borrower's solicitor has confirmed these covenants have not been breached, and further that no notices have been received in relation to the said covenants.</p> <p>In addition to the covenants this conveyance also grants drainage & access rights, which are granted subject to the owner of the Property contributing towards the maintenance costs. The Borrower's solicitor has confirmed that no payments have been made and no demands for payments have been received.</p>
		Mines & minerals are excepted with provisions for compensation in the event of damage.

2. **Occupational Interests**

Please refer to the below Lease Report.

Premises	226 Linthorpe Road, Middlesbrough TS1 3QW
Date	To be date on completion
Parties	Landlord – A & H Developers Limited

	Tenant – Genix Healthcare Middlesborough Limited
Current tenant	Genix Healthcare Middlesborough Limited (Company Number: 11942921)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	5 years from the date of the Lease (expiring 2026).
Break clause	There is no break clause.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£15,000 per annum payable quarterly in advance on the usual quarter days (25 March, 24 June, 29 September, and 25 December)
Rent review dates and date of last review	N/A there is no rent review.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any obligation within the lease is not complied with (c) The Landlord may re-enter the Property if one or more individuals is adjudicated bankrupt or an interim receiver is appointed off the property of the Tenant or the Tenant shall become bankrupt or take any steps in connection with any voluntary arrangement
Use and any restrictions on use	Not to use the property for activities which are dangerous, offensive, noxious, illegal or immoral or would otherwise cause a nuisance or annoyance.
Repair and decoration	<ul style="list-style-type: none"> • Keep the Property clean and in good repair and condition including any additions after the date of the lease • The Tenant must decorate the property as follows: - <ul style="list-style-type: none"> ○ The outside of the Property: during the 3rd year of the lease period ○ The inside of the Property: during the 3rd year of the lease period. • The whole of the Property during the last year of the term with any decoration to be subject to Landlord approval
Insurance	The Tenant must insure the property, and all additions to it as per the following conditions: - <ul style="list-style-type: none"> • The insured persons are the Landlord, Tenant and any other person whom either reasonably nominates • Cover is provided against the insured risks as defined within the lease and other risks which the Landlord reasonably considers from time to time • The sum insured is at least the full rebuilding cost of the property, and any additions to which it should be insured and an appropriate percentage for professional fees and three years' loss of rent • The policy is to be issued by a reputable insurance office or at Lloyds

	<p>If the Property or any part of the Property is destroyed or damaged by the insured risks and therefore found unfit for use and occupation of inaccessible, the Tenant shall lay out the proceeds of such insurance and if rebuilding or reinstatement is not possible, the monies shall be divided between the Landlord and Tenant in proportion to their interest at the time of the event.</p>
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external, structural, internal or non-structural alteration to the Property without the written consent of the Landlord.</p> <p>The Tenant may display a notice or advertisement either on the outside or visible from the outside with prior consent from the Landlord.</p> <p>The Tenant must give the Landlord any notice from any authority acting under an Act of Parliament should the property require alteration, additions or modifications or any fixtures or equipment that need to be installed or removed. The Tenant must carry out these works unless the Landlord opts to carry this out.</p> <p>The Tenant must give the Landlord a copy of any noticed received regarding the Property or any neighbouring property.</p>
<p>Alienation</p>	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p> <p>Within one month of any assignment or subletting, the Tenant shall pay the reasonable registration fee for the Landlord's solicitors and produce a copy of any document relating to an assignment or subletting.</p>
<p>Service Charge</p>	<p>N/A, there is no service charge.</p>
<p>Tenant's Rights</p>	<ul style="list-style-type: none"> • Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations • Right to receive water, gas and electricity, to receive and send communications and to discharge waste by means of sewers, drains, pipes, wires and cables in other estate property • The right to have the Tenant's name and nature of business displayed at the entrance to the estate.
<p>Landlord's Rights</p>	<ul style="list-style-type: none"> • Right to enter the Property with seven days' notice (except for in the event of an emergency) to enter the Property to inspect the state of it • Right to enter the Property to comply with any lawful requirement under Planning Acts • Right to enter the Property and any person with authorised authority from the Landlord to enter the Property to view as a prospective purchaser, tenant or mortgagee

	<ul style="list-style-type: none"> • Right to fix a notice outside the property announcing possible sale or letting during the last 6 months' of the lease period • The right to enter the Property after 24 hours' notice (except in emergency) at all times for the following reasons:- <ul style="list-style-type: none"> ○ To connect, lay, inspect, repair, cleanse, maintain, amend, alter, replace or renew any Conduits and to erect construct or lay in under over or across the premises any Conduits or other works for the supply of Services to any adjoining or neighbouring property ○ To clean decorate repair or rebuild any adjoining or neighbouring property to build lay on or into any boundary or party walls of premises ○ To erect and use scaffolding upon the outside of premises • The right to repair rebuild alter demolish develop and carry out alterations and any other works upon to any adjoining property or land • The rights of light and air support shelter and protection and all other easement rights and quasi easements over the premises now or hereafter belonging to or enjoyed by any adjoining or neighbouring property <p>The right to affix and thereafter maintain on any exterior wall of the premises such advertising hoardings and the right to receive all present and future income accruing from any such advertising</p>
Lease registerable? (ie, granted for more than 7 years)	No
Lease executed correctly?	N/A The Lease has not yet been completed.
Unusual Provisions	<ul style="list-style-type: none"> • The alienation provisions do not impose any restrictions on an underletting of whole, other than requiring the Landlord's prior approval • The Tenant insures the Property and not the Landlord, and the obligation to reinstate (subject to obtaining all necessary planning and other consents) is on the Tenant. If reinstate is impossible then the insurance proceeds belong to the Landlord and Tenant in proportion to the value of their respective interests.

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	<p>None provided, you have agreed to accept no search insurance.</p> <p>Although we have not reviewed the results of a local authority search we are aware that planning was granted in November 2019 for a retrospective charge of use from dental surgery (D1) to estate agents (A2)</p> <p>As the Property is going to be let to a dental practice we've queried the planning situation with the borrowers' solicitor. The borrowers' solicitor has advised that currently the property isn't being used, but that tenant and borrower are going to</p>

		apply for planning to change the use back to a dental surgery.
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (19 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

OTHER

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

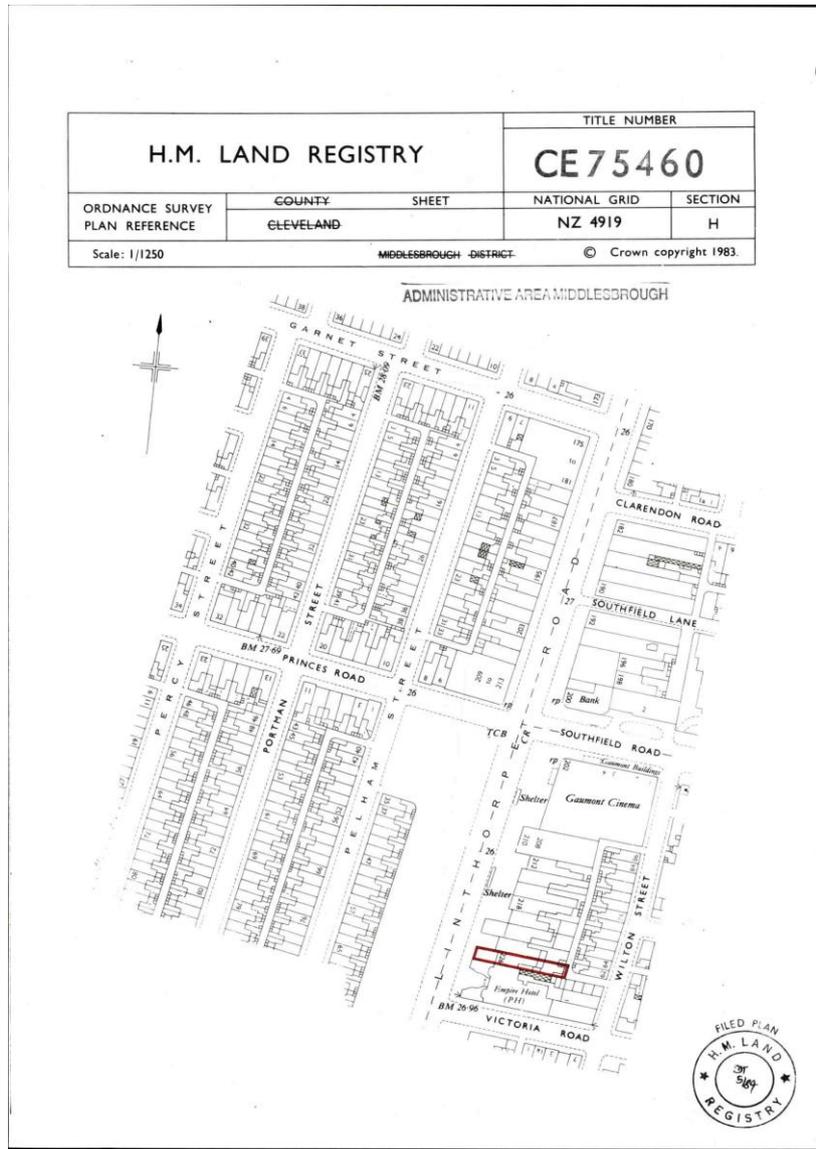
Date	Report	Contents
	EPC	C (71)
	Fire Risk Assessment	None provided, this will be obtained by the Tenant following completion of the Lease.
14 July 2017	Asbestos Report	<p>This report identifies the presence of 2 asbestos or presumed asbestos containing materials within the Property.</p> <p>The report states that these materials should be monitored and re-inspected prior to any maintenance or other works.</p>

5. **Valuation – Material Matters**

Date of Inspection	3 November 2022
Market Value	<p>Subject to existing lease - £140,000</p> <p>Vacant Possession - £135,000</p>
Reinstatement	£270,000

Property	226 Linthorpe Road, Middlesbrough TS1 3QW
Use	Dental practice
Tenure	Freehold
Planning	Please see the comments in section 3 of this Schedule.

Title Plan



SCHEDULE 3

16-16a The Wynd, Marske By The Sea, Redcar TS11 7LA

Restrictive Covenants/Adverse Interest/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
CE128878	Proplend Security Limited	28 May 2021

(b) Price Paid

The title does not include any information about the price paid by the Borrower.

(c) Property Address:

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

Title Matters affecting CE128878		
Date	Document	Comments
6 June 1966	Conveyance (Entry A2)	<p>This conveyance grants a rights of way over the accessway to the rear of the Property, which is shown on the satellite image below.</p>  <p>The Borrower's solicitor has confirmed that this right of way is exercised without obstruction or cost to the Borrower.</p>

2. Occupational Interests

Please refer to the below Lease Report.

Premises	16 and 16A The Wynd, Windy Hill Lane, Marske by the Sea, Redcar TS11 7LA
Date	1 April 2021
Parties	Landlord – A & H Developers Limited Tenant – Genix Healthcare Marske Limited

Current tenant	Genix Healthcare Marske Limited (Company Number: 12129462)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	5 years from 1 April 2021 (expiring 31 March 2026)
Break clause	There is no break clause.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£17,000 per annum payable quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	N/A there is no rent review.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any obligation within the lease is not complied with (c) The Landlord may re-enter the Property if one or more individuals is adjudicated bankrupt or an interim receiver is appointed off the property of the Tenant or the Tenant shall become bankrupt or take any steps in connection with any voluntary arrangement
Use and any restrictions on use	Dental practice within Class D1 or ancillary offices or any other use within Class D1 with the Landlord's approval
Repair and decoration	<ul style="list-style-type: none"> • Keep the Property clean and in good repair and condition including any additions after the date of the lease • The Tenant must decorate the property as follows: - <ul style="list-style-type: none"> ○ The outside of the Property: during the 3rd year of the lease period ○ The inside of the Property: during the 3rd year of the lease period • The whole of the Property during the last year of the term with any decoration to be subject to Landlord approval
Insurance	<p>The Tenant must insure the property, and all additions to it as per the following conditions: -</p> <ul style="list-style-type: none"> • The insured persons are the Landlord, Tenant and any other person whom either reasonably nominates • Cover is provided against the insured risks as defined within the lease and other risks which the Landlord reasonably considers from time to time • The sum insured is at least the full rebuilding cost of the property, and any additions to which it should be insured and an appropriate percentage for professional fees and three years' loss of rent • The policy is to be issued by a reputable insurance office or at Lloyds <p>If the Property or any part of the Property is destroyed or damaged by the insured risks and therefore found unfit for use and occupation of inaccessible, the Tenant shall lay out the proceeds of such insurance and if rebuilding or reinstatement is not possible, the</p>

	monies shall be divided between the Landlord and Tenant in proportion to their interest at the time of the event.
Alterations (a) External/structural (b) Internal, non-structural alteration	<p>The Tenant shall not make any external, structural, internal or non-structural alteration to the Property without the written consent of the Landlord.</p> <p>The Tenant may display a notice or advertisement either on the outside or visible from the outside with prior consent from the Landlord.</p> <p>The Tenant must give the Landlord any notice from any authority acting under an Act of Parliament should the property require alteration, additions or modifications or any fixtures or equipment that need to be installed or removed. The Tenant must carry out these works unless the Landlord opts to carry this out.</p> <p>The Tenant must give the Landlord a copy of any noticed received regarding the Property or any neighbouring property.</p>
Alienation	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p> <p>Within one month of any assignment or subletting, the Tenant shall pay the reasonable registration fee for the Landlord's solicitors and produce a copy of any document relating to an assignment or subletting.</p>
Service Charge	N/A, there is no service charge.
Tenant's Rights	<ul style="list-style-type: none"> • Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations • Right to receive water, gas and electricity, to receive and send communications and to discharge waste by means of sewers, drains, pipes, wires and cables in other estate property
Landlord's Rights	<ul style="list-style-type: none"> • Right to enter the Property with seven days' notice (except for in the event of an emergency) to enter the Property to inspect the state of it • Right to enter the Property to comply with any lawful requirement under Planning Acts • Right to enter the Property and any person with authorised authority from the Landlord to enter the Property to view as a prospective purchaser, tenant or mortgagee • Right to fix a notice outside the property announcing possible sale or letting during the last 6 months' of the lease period • The right to enter the Property after 24 hours' notice (except in emergency) at all times for the following reasons:- <ul style="list-style-type: none"> ○ To connect, lay, inspect, repair, cleanse, maintain, amend, alter, replace or renew any Conduits and to

	<p>erect construct or lay in under over or across the premises any Conduits or other works for the supply of Services to any adjoining or neighbouring property</p> <ul style="list-style-type: none"> ○ To clean decorate repair or rebuild any adjoining or neighbouring property to build lay on or into any boundary or party walls of premises ○ To erect and use scaffolding upon the outside of premises <ul style="list-style-type: none"> • The right to repair rebuild alter demolish develop and carry out alterations and any other works upon to any adjoining property or land • The rights of light and air support shelter and protection and all other easement rights and quasi easements over the premises now or hereafter belonging to or enjoyed by any adjoining or neighbouring property <p>The right to affix and thereafter maintain on any exterior wall of the premises such advertising hoardings and the right to receive all present and future income accruing from any such advertising</p>
Lease registerable? (ie, granted for more than 7 years)	No
Lease executed correctly?	Yes
Unusual Provisions	<ul style="list-style-type: none"> • The alienation provisions do not impose any restrictions on an underletting of whole, other than requiring the Landlord's prior approval • The Tenant insures the Property and not the Landlord, and the obligation to reinstate (subject to obtaining all necessary planning and other consents) is on the Tenant. If reinstate is impossible then the insurance proceeds belong to the Landlord and Tenant in proportion to the value of their respective interests.

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	None provided, you have agreed to accept no search insurance.
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (19 April 2021) was certified as "Passed" meaning that in the professional opinion of Future</p>

		Climate Info the level of risk associated with the information disclosed in the report: <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

OTHER

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

Date	Report	Contents
8 June 2021	EPC	E (124)
9 November 2021	Fire Risk Assessment	The Borrower has advised that the FRA is the responsibility of the Tenant, but they have provided a copy of the FRA which has been prepared by one of the Tenant's employees. The FRA confirms that the area is not considered to be high risk for occupants.
28 November 2017	Asbestos Report	This report identifies the presence of 2 asbestos or presumed asbestos containing materials within the Property. The report states that these materials should be monitored and re-inspected prior to any maintenance or other works.

5. Valuation – Material Matters

Date of Inspection	3 November 2022
Market Value	Subject to existing lease - £170,000 Vacant Possession - £160,000
Reinstatement	£310,000
Property	16 The Wynd, Marske by the Sea, Redcar TS11 7LA
Use	Dental practice
Tenure	Freehold
Planning	Planning was granted in 2010 to permit a change of use of the 1 st floor flatto be used as part of the existing dental practice

Title Plan



SCHEDULE 4

360 Anlaby Road, Hull HU3 6NS

Restrictive Covenants/Adverse Interest/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
HS98858	Proplend Security Limited	28 May 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
HS98858	£100,000	22 December 2006

(c) **Property Address:**

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

Title Matters affecting HS98858		
Date	Document	Comments
19 March 1958	Conveyance (Entry A2)	This conveyance grants drainage & access rights (over the land to the rear of the Property which provides access to Walton Street), which are granted subject to the owner of the Property contributing towards the maintenance costs. The Borrower's solicitor has that this right of way would only be used as a means of escape so is not regularly exercised and has also confirmed that no payments have been made by the Borrower and no demands for payments have been received.
10 September 1998	Transfer (Entries A4 & C1)	The neighbouring property (on the west side of the Property) has rights over the rear yard of the Property to provide egress to Walton Street. The Borrower's solicitor has advised that this right of way would only be used as a means of escape.

2. **Occupational Interests**

Please refer to the below Lease Report.

Premises	360 Anlaby Road, Kingston upon Hull HU3 6NS
Date	1 April 2021

Parties	Landlord – A & H Developers Limited Tenant – Genix Healthcare Hull Limited
Current tenant	Genix Healthcare Hull Limited (Company Number: 11942921)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	5 years from 1 April 2021 (expiring 31 March 2026)
Break clause	There is no break clause.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£15,000 per annum payable quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	N/A there is no rent review.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any obligation within the lease is not complied with (c) The Landlord may re-enter the Property if one or more individuals is adjudicated bankrupt or an interim receiver is appointed off the property of the Tenant or the Tenant shall become bankrupt or take any steps in connection with any voluntary arrangement
Use and any restrictions on use	Dental practice within Class D1 or ancillary offices or any other use within Class D1 with the Landlord's approval
Repair and decoration	<ul style="list-style-type: none"> • Keep the Property clean and in good repair and condition including any additions after the date of the lease • The Tenant must decorate the property as follows: - <ul style="list-style-type: none"> ○ The outside of the Property: during the 3rd year of the lease period ○ The inside of the Property: during the 3rd year of the lease period • The whole of the Property during the last year of the term with any decoration to be subject to Landlord approval
Insurance	<p>The Tenant must insure the property, and all additions to it as per the following conditions: -</p> <ul style="list-style-type: none"> • The insured persons are the Landlord, Tenant and any other person whom either reasonably nominates • Cover is provided against the insured risks as defined within the lease and other risks which the Landlord reasonably considers from time to time • The sum insured is at least the full rebuilding cost of the property, and any additions to which it should be insured and an appropriate percentage for professional fees and three years' loss of rent • The policy is to be issued by a reputable insurance office or at Lloyds <p>If the Property or any part of the Property is destroyed or damaged</p>

	<p>by the insured risks and therefore found unfit for use and occupation of inaccessible, the Tenant shall lay out the proceeds of such insurance and if rebuilding or reinstatement is not possible, the monies shall be divided between the Landlord and Tenant in proportion to their interest at the time of the event.</p>
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external, structural, internal or non-structural alteration to the Property without the written consent of the Landlord.</p> <p>The Tenant may display a notice or advertisement either on the outside or visible from the outside with prior consent from the Landlord.</p> <p>The Tenant must give the Landlord any notice from any authority acting under an Act of Parliament should the property require alteration, additions or modifications or any fixtures or equipment that need to be installed or removed. The Tenant must carry out these works unless the Landlord opts to carry this out.</p> <p>The Tenant must give the Landlord a copy of any noticed received regarding the Property or any neighbouring property.</p>
<p>Alienation</p>	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p> <p>Within one month of any assignment or subletting, the Tenant shall pay the reasonable registration fee for the Landlord's solicitors and produce a copy of any document relating to an assignment or subletting.</p>
<p>Service Charge</p>	<p>N/A, there is no service charge.</p>
<p>Tenant's Rights</p>	<ul style="list-style-type: none"> • Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations • Right to receive water, gas and electricity, to receive and send communications and to discharge waste by means of sewers, drains, pipes, wires and cables in other estate property
<p>Landlord's Rights</p>	<ul style="list-style-type: none"> • Right to enter the Property with seven days' notice (except for in the event of an emergency) to enter the Property to inspect the state of it • Right to enter the Property to comply with any lawful requirement under Planning Acts • Right to enter the Property and any person with authorised authority from the Landlord to enter the Property to view as a prospective purchaser, tenant or mortgagee • Right to fix a notice outside the property announcing possible sale or letting during the last 6 months' of the lease period • The right to enter the Property after 24 hours' notice (except in

	<p>emergency) at all times for the following reasons:-</p> <ul style="list-style-type: none"> ○ To connect, lay, inspect, repair, cleanse, maintain, amend, alter, replace or renew any Conduits and to erect construct or lay in under over or across the premises any Conduits or other works for the supply of Services to any adjoining or neighbouring property ○ To clean decorate repair or rebuild any adjoining or neighbouring property to build lay on or into any boundary or party walls of premises ○ To erect and use scaffolding upon the outside of premises <ul style="list-style-type: none"> • The right to repair rebuild alter demolish develop and carry out alterations and any other works upon to any adjoining property or land • The rights of light and air support shelter and protection and all other easement rights and quasi easements over the premises now or hereafter belonging to or enjoyed by any adjoining or neighbouring property <p>The right to affix and thereafter maintain on any exterior wall of the premises such advertising hoardings and the right to receive all present and future income accruing from any such advertising</p>
Lease registerable? (ie, granted for more than 7 years)	No
Lease executed correctly?	Yes
Unusual Provisions	<ul style="list-style-type: none"> • The alienation provisions do not impose any restrictions on an underletting of whole, other than requiring the Landlord's prior approval • The Tenant insures the Property and not the Landlord, and the obligation to reinstate (subject to obtaining all necessary planning and other consents) is on the Tenant. If reinstate is impossible then the insurance proceeds belong to the Landlord and Tenant in proportion to the value of their respective interests.

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	<p>None provided, you have agreed to accept no search insurance.</p> <p>Although we have not reviewed a local authority search we have seen evidence that the current use has planning permission.</p>
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.

	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (20 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

OTHER

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

Date	Report	Contents
9 April 2021	EPC	D (97)
24 November 2022	Fire Risk Assessment	<p>The Borrower has advised that the FRA is the responsibility of the Tenant, but they have provided a copy of the FRA which has been prepared by one of the Tenant's employees.</p> <p>The FRA have indicated some action points but overall confirm that the area is not considered to be a high risk to the occupants.</p>
13 December 2017	Asbestos Report	<p>This report identifies the presence of 2 asbestos or presumed asbestos containing materials within the Property.</p> <p>The report states that these materials should be monitored and re-inspected prior to any maintenance or other works.</p>

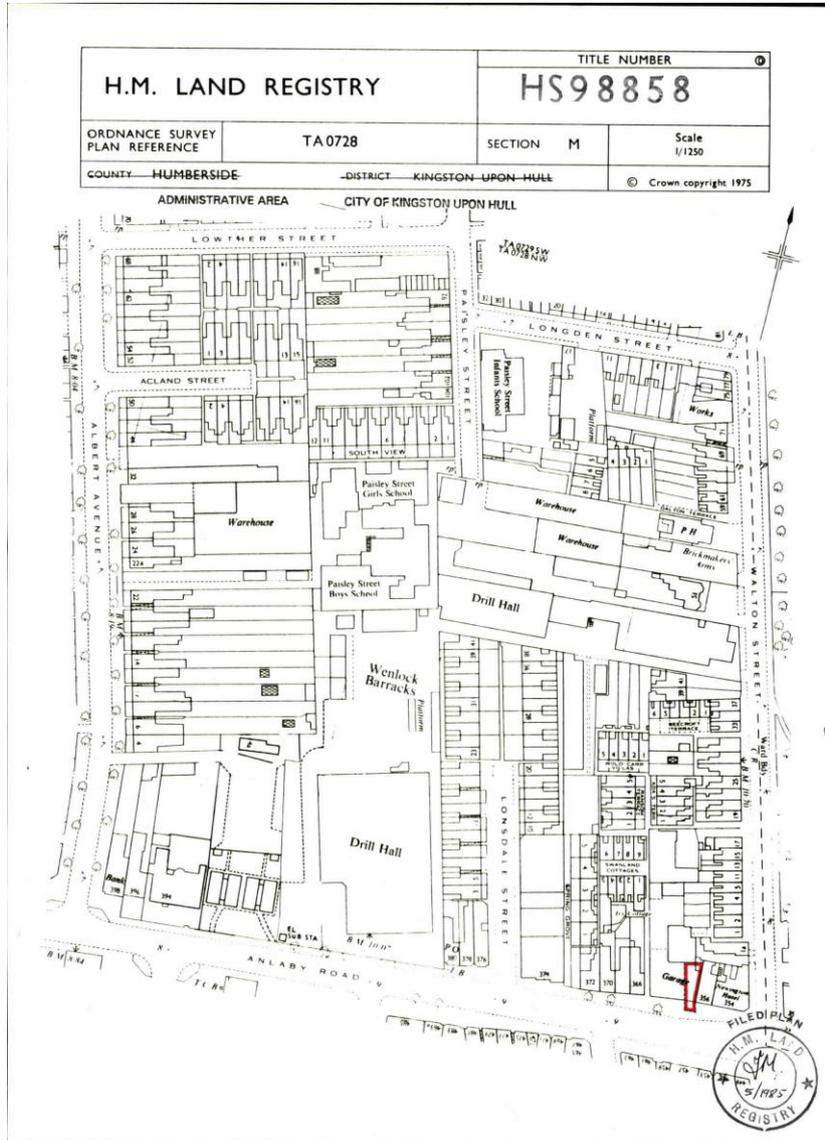
5. **Valuation – Material Matters**

Date of Inspection	1 November 2022
Market Value	Subject to existing lease - £140,000 Vacant Possession - £120,000
Reinstatement	£360,000
Property	360 Anlaby Road, Hull HU3 6NS
Use	Dental practice
Tenure	Freehold
Planning	Two relevant planning permissions are revealed: 96/00287/PF – change of use to dental surgery and installation of a new

shopfront.

07/00747/FUL – change of use of the 1st floor flat to form additional space for the dental surgery; replacement of existing windows on the 1st floor; and installation of a new shop front.

Title Plan



SCHEDULE 5

The Hawthorns, 4 Station Road, Conisbrough DN12 3DB

Restrictive Covenants/Adverse Interest/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
SYK103947	Proplend Security Limited	28 May 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
SYK103947	£335,000	28 April 2006

(c) **Property Address:**

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

Title Matters affecting SYK103947		
Date	Document	Comments
25 May 1903	Conveyance (Entries A2 & C1)	<p>The property is subject to a mining lease dated 21 October 1985. This document was not produced when the property was first registered. As such the Borrower's solicitor will be putting an indemnity policy on risk on completion. The limit of indemnity on this policy will be £250,000</p> <p>Mines & minerals are excepted</p>
23 November 1955	Conveyance (Entry C2)	<p>There is a restrictive covenant which prevents the Property being used for the manufacture, sale or supply of alcohol or as a dance hall or for any gambling activities. We are advised that these covenants have not been breached and not notices have been received in relation to these covenants.</p> <p>The neighbouring property has a right of way over the Property to obtain access to the garage and outbuildings between points A & B on the title plan. We are advised that this right of way does not adversely impact the use of the Property. The borrowers' solicitor has advised that this right of way is over a shared driveway and the use of the driveway does not affect the</p>

	borrower or the tenants use of the Property.
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2. Occupational Interests

Please refer to the below Lease Report.

Premises	4 Station Road, Conisborough SN12 3DB
Date	31 January 2020
Parties	Landlord – A & H Developers Limited Tenant – Geonix Healthcare Coinsborough Ltd
Current tenant	Geonix Healthcare Coinsborough Ltd (Company Number: 11942926)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	15 years from 31 January 2020 (expiring 30 January 2035)
Break clause	Break Dates: 30 January 2025 30 January 2030
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£19,000 per annum paid quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	Review date of 31 January 2025 and every 5 th anniversary. The rent is reviewed on an upward only open market rent review, subject to a standard list of assumptions and disregards.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if there is any material breach of any condition or tenant covenant within the lease (c) The Landlord may re-enter the Property where an Act of Insolvency has occurred
Use and any restrictions on use	Dental practice within Class D1 or ancillary offices or any other use within Class D1 with the Landlord's approval
Repair and decoration	<ul style="list-style-type: none"> Keep the Property clean, tidy and in good repair and condition, ensuring all Service Media are kept in good working order Not obliged to put the Property in better state of repair than evidenced by the Schedule of Condition Decorate the outside and inside of the Property as often as reasonable necessary Decorate the last 3 months before the end of the term with the Landlord's reasonable satisfaction and prior consent of materials, designs and colours
Insurance	The Landlord shall keep the Property (other than any plate glass at the Property) insured against the loss or damage by the Insured Risks as defined in the lease. The Landlord will not insure any part of

	<p>the Property installed by the Tenant.</p> <p>The Tenant shall pay on demand the Insurance.</p> <p>The Tenant shall:-</p> <ul style="list-style-type: none"> • Promptly inform the Landlord if any matter occurs that the insurer or underwriter may treat as material • Not do or omit anything as a result of which the insurance may become void or otherwise prejudiced • Comply at all times with the requirements of the insurers • Give the Landlord notice promptly after becoming aware of the occurrence of any damage <p>If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then the rent (or a fair proportion) shall be suspended, until the Property is fit for occupation and use or until the end of 3 years from the date of damage or destruction, if sooner.</p> <p>If the Landlord reasonably considers that it is impossible or practical to reinstate the Property then the Landlord may terminate the lease by giving notice to the Tenant.</p> <p>If the Property has not be reinstated within 3 years of the date of the damage or destruction then either party may terminate the lease on giving notice.</p> <p>If the lease is determined then the insurance proceeds shall belong to the Landlord.</p> <p>Uninsured Damage</p> <p>If the Property is damaged or destroyed by an uninsured risk then the Landlord must give notice to the Tenant within 6 months of the damage electing to either; terminate the lease, or make good the damage and reinstate the Property.</p> <p>If the Landlord has not commenced any works of making good or reinstatement within 2 years of the Uninsured Damage occurring, the Tenant may give immediate notice to the Landlord to terminate the lease.</p>
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external or structural alteration to the Property. The Tenant shall not make any opening in any boundary structure of the Property.</p> <p>The Tenant may install or re-route Service Media on the exterior of the Property with consent of the Landlord (not to be unreasonably withheld)</p> <p>The Tenant may make internal or non-structural alterations with consent of the Landlord (not to be unreasonably withheld)</p> <p>The Tenant shall not carry out any alteration which may have an adverse impact on the EPC.</p> <p>The Tenant may place one sign to the exterior front elevation of the Property associated with the Permitted Use of the property without the Landlord's consent provided that the sign is of a reasonable size and in compliance with statutory requirements.</p>

Alienation	<p>The Tenant may not assign, underlet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p>
Service Charge	N/A, there is no service charge.
Tenant's Rights	<ul style="list-style-type: none"> • Ancillary rights, including the benefit of rights (if any) the Landlord has at the date of this Lease within its title. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided rents are paid and obligations complied with
Landlord's Rights	<ul style="list-style-type: none"> • The right to repair, maintain or replace any Service Media at the serving Property • The right to bring plant and equipment onto the Property and to place scaffolding and ladders upon the exterior of or outside of the any building on the Property • Right for workers, contractors, agents and professional advisors to enter the Property at any reasonable time (whether or not during usual business hours) having given reasonable notice (which not need be in writing), save for emergencies • Right to fix a notice outside the property announcing possible sale or letting provided that:- <ul style="list-style-type: none"> ○ The Tenant has given no indication of a wish to renew the lease ○ Does not obstruct the Tenant's signage. • The right to enter the Property to inspect its condition and state of repair with prior written notice of not less than 2 working days • Right to enter the Property if the Tenant has not begun any works needed to remedy a breach within 2 months' notice (save for emergency) or if the Tenant is not carrying out the works with all due speed
Lease registerable? (ie, granted for more than 7 years)	Yes, the Lease has been registered (Title Number: SYK681186)
Lease executed correctly?	Yes
Unusual Provisions	None

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	<p>None provided, you have agreed to accept no search insurance.</p> <p>Although we have not reviewed a local authority search we have seen evidence that the current use has planning permission.</p>
	Water and Drainage	None provided, you have agreed to accept no search insurance.

	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (19 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

OTHER

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

Date	Report	Contents
27 September 2019	EPC	C (74)
	Fire Risk Assessment	<p>None provided, please refer to declaration provided by the Borrower on 11 May 2023.</p> <p>Please note that a copy of the Declaration is attached at Annex 1</p>
29 October 2020	Asbestos Report	This report confirms that during the survey no asbestos containing materials were identified.

5. Valuation – Material Matters

Date of Inspection	1 November 2022
Market Value	<p>Subject to existing lease - £220,000</p> <p>Vacant Possession - £190,000</p>
Reinstatement	£500,000
Property	4 Station Road, Consibrough, Doncaster DN12 3DB
Use	Dental practice
Tenure	Freehold
Planning	<p>One planning permission is disclosed:</p> <p>06/01926/FUL – permission for the replacement of the external fire escape stairs to rear elevation and installation of new access ramp in connection with internal alterations to create seven surgeries in place of four existing</p>

SCHEDULE 6

12 Northgate, Tickhill, Doncaster DN11 9HY

Restrictive Covenants/Adverse Interest/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
SYK31275	Proplend Security Limited	28 May 2021

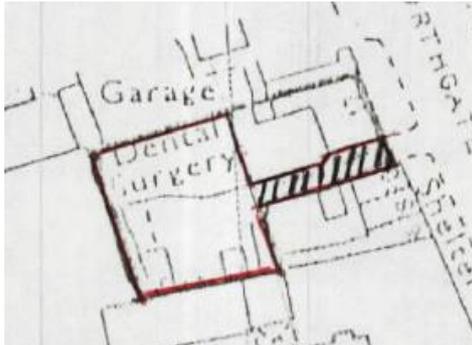
(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
SYK31275	£250,000	2 April 2007

(c) **Property Address:**

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

Title Matters affecting SYK31275		
Date	Document	Comments
12 September 1986	Transfer (Entry A2)	<p>The Property enjoys a right of way over the land hatched black (copy plan, below) which provides access to the rear of the Property.</p> 
1 November 1842	Deed (Entry C1)	<p>This historic deed refers to land (which includes the Property) being subject to rights of way for the benefit of adjoining land. We have been advised that as far as the Borrower is aware this right is no longer exercised.</p>

2. **Occupational Interests**

Please refer to the below Lease Report.

Premises	12 Northgate, Tickhill, Doncaster DN11 9HY
Date	1 April 2021
Parties	Landlord – A & H Developers Limited Tenant – Genix Healthcare Tickhill Limited
Current tenant	Genix Healthcare Tickhill Limited (Company Number: 10724140)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	5 years from 1 April 2021 (expiring 31 March 2026)
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£11,000 per annum payable quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	N/A, there is no rent review.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any obligation within the lease is not complied with (c) The Landlord may re-enter the Property if one or more individuals is adjudicated bankrupt or an interim receiver is appointed off the property of the Tenant or the Tenant shall become bankrupt or take any steps in connection with any voluntary arrangement
Use and any restrictions on use	Dental practice within Class D1 or ancillary offices or any other use within Class D1 with the Landlord's approval
Repair and decoration	<ul style="list-style-type: none"> • Keep the Property clean and in good repair and condition including any additions after the date of the lease • The Tenant must decorate the property as follows: - <ul style="list-style-type: none"> ○ The outside of the Property: during the 3rd year of the lease period ○ The inside of the Property: during the 3rd year of the lease period ○ The whole of the Property during the last year of the term with any decoration to be subject to Landlord approval
Insurance	<p>The Tenant must insure the property, and all additions to it as per the following conditions: -</p> <ul style="list-style-type: none"> • The insured persons are the Landlord, Tenant and any other person whom either reasonably nominates • Cover is provided against the insured risks as defined within the lease and other risks which the Landlord reasonably considers from time to time • The sum insured is at least the full rebuilding cost of the property, and any additions to which it should be insured and an appropriate percentage for professional fees and three years' loss of rent

	<ul style="list-style-type: none"> The policy is to be issued by a reputable insurance office or at Lloyds <p>If the Property or any part of the Property is destroyed or damaged by the insured risks and therefore found unfit for use and occupation of inaccessible, the Tenant shall lay out the proceeds of such insurance and if rebuilding or reinstatement is not possible, the monies shall be divided between the Landlord and Tenant in proportion to their interest at the time of the event.</p>
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external, structural, internal or non-structural alteration to the Property without the written consent of the Landlord.</p> <p>The Tenant may display a notice or advertisement either on the outside or visible from the outside with prior consent from the Landlord.</p> <p>The Tenant must give the Landlord any notice from any authority acting under an Act of Parliament should the property require alteration, additions or modifications or any fixtures or equipment that need to be installed or removed. The Tenant must carry out these works unless the Landlord opts to carry this out.</p> <p>The Tenant must give the Landlord a copy of any noticed received regarding the Property or any neighbouring property.</p>
<p>Alienation</p>	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p> <p>Within one month of any assignment or subletting, the Tenant shall pay the reasonable registration fee for the Landlord's solicitors and produce a copy of any document relating to an assignment or subletting.</p>
<p>Service Charge</p>	<p>N/A, there is no service charge.</p>
<p>Tenant's Rights</p>	<ul style="list-style-type: none"> Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations Right to receive water, gas and electricity, to receive and send communications and to discharge waste by means of sewers, drains, pipes, wires and cables in other estate property
<p>Landlord's Rights</p>	<ul style="list-style-type: none"> Right to enter the Property with seven days' notice (except for in the event of an emergency) to enter the Property to inspect the state of it Right to enter the Property to comply with any lawful requirement under Planning Acts Right to enter the Property and any person with authorised authority from the Landlord to enter the Property to view as a prospective purchaser, tenant or mortgagee

	<ul style="list-style-type: none"> • Right to fix a notice outside the property announcing possible sale or letting during the last 6 months' of the lease period • The right to enter the Property after 24 hours' notice (except in emergency) at all times for the following reasons:- <ul style="list-style-type: none"> ○ To connect, lay, inspect, repair, cleanse, maintain, amend, alter, replace or renew any Conduits and to erect construct or lay in under over or across the premises any Conduits or other works for the supply of Services to any adjoining or neighbouring property ○ To clean decorate repair or rebuild any adjoining or neighbouring property to build lay on or into any boundary or party walls of premises ○ To erect and use scaffolding upon the outside of premises • The right to repair rebuild alter demolish develop and carry out alterations and any other works upon to any adjoining property or land • The rights of light and air support shelter and protection and all other easement rights and quasi easements over the premises now or hereafter belonging to or enjoyed by any adjoining or neighbouring property • The right to affix and thereafter maintain on any exterior wall of the premises such advertising hoardings and the right to receive all present and future income accruing from any such advertising
Lease registerable? (ie, granted for more than 7 years)	No
Lease executed correctly?	Yes
Unusual Provisions	<ul style="list-style-type: none"> • The alienation provisions do not impose any restrictions on an underletting of whole, other than requiring the Landlord's prior approval • The Tenant insures the Property and not the Landlord, and the obligation to reinstate (subject to obtaining all necessary planning and other consents) is on the Tenant. If reinstate is impossible then the insurance proceeds belong to the Landlord and Tenant in proportion to the value of their respective interests.

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	<p>None provided, you have agreed to accept no search insurance.</p> <p>Although we have not reviewed a local authority search we have seen evidence that the current use has planning permission.</p> <p>Please note that this property is grade II listed.</p>
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search

		insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (20 April 2021) was certified as "Further Action" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report could have an adverse impact on the value of the property.</p> <p><u>In 2021 we requested further information from the Borrowers Solicitors about this, and we were advised that no additional information is available.</u></p>
	Official Copies	Dated: 17 December 2021

Other

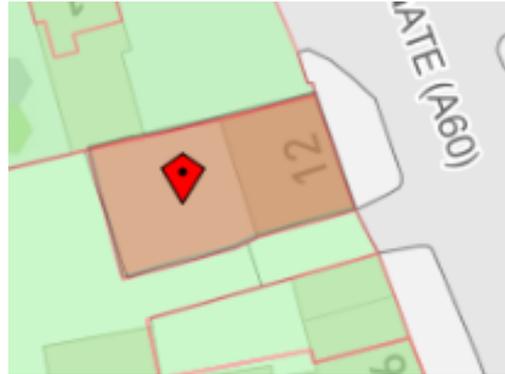
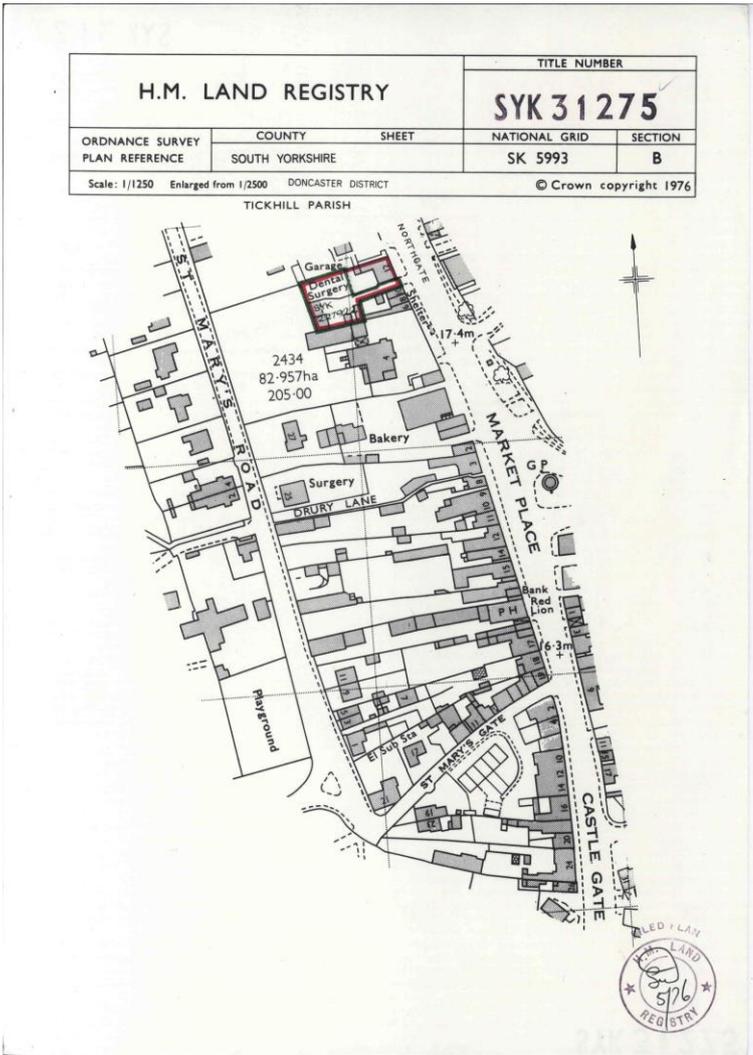
4. Fire Risk Assessment / Asbestos Report / Access Audit / Energy Performance Certificate

Date	Report	Contents
17 March 2020	EPC	E (117)
23 August 2022	Fire Risk Assessment	The Borrower has advised that the FRA is the responsibility of the Tenant, but they have provided a copy of the FRA which has been prepared by one of the Tenant's employees.
30 November 2017	Asbestos Report	This report does not identify the presence of an asbestos containing materials.

5. Valuation – Material Matters

Date of Inspection	1 November 2022
Market Value	Subject to existing lease - £150,000 Vacant Possession - £150,000
Reinstatement	£240,000
Property	12 Northgate, Tickhill, Doncaster DN11 9HY
Use	Dental practice
Tenure	Freehold
Planning	Two recent planning permissions are disclosed: 08/00916/LBC – listed building consent for the display of 3 non-illuminated signs; and 08/00917/ADV – advertisement consent for the display of 3 non-illuminated signs

Title Plan & MapSearch Plan



SCHEDULE 7

14 Hartley Street, Mexborough S64 9LX

Restrictive Covenants/Adverse Interest/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
SYK84398	Proplend Security Limited	28 May 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
SYK84398	£140,000	1 June 2007

(c) **Property Address:**

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

Title Matters affecting SYK84398		
Date	Document	Comments
3 October 1894	Conveyance (Entry A2)	Mines and minerals are excepted
19 December 1899	Conveyance (Entry C1)	This historic conveyance contains covenants which state that any dwellinghouse or shop erected on the land shall not be less than two storeys in height.
13 September 1962	Conveyance (Entry A3 & C2)	This conveyance reserves drainage and access rights for the benefit of the adjoining property (12 Hartley Street). The Borrower's solicitor has advised that as far as the borrower is aware these rights are no longer exercised.
	Please note that there is nothing on the title which grants rights of way over the access/path to the rear of the Property. We are advised that while this access/path could be used, in practice it isn't	

2. **Occupational Interests**

Please refer to the below Lease Report.

Premises	14 Hartley Street, Mexborough, South Yorkshire S64 9LX
Date	1 April 2019
Parties	Landlord – A & H Developers Limited

	Tenant – Mahmudi Jamshid
Current tenant	Mahmudi Jamshid
Current guarantor	There is no guarantor.
Term commencement date and expiry date	5 years from 1 April 2019 (expiring 31 March 2024)
Break clause	The Tenant may terminate the lease on the 3 rd anniversary of the lease (1 April 2022) by giving the Landlord 28 days' notice
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£5,100 per annum payable quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	N/A there is no rent review.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any obligation within the lease is not complied with (c) The Landlord may re-enter the Property if one or more individuals is adjudicated bankrupt or an interim receiver is appointed off the property of the Tenant or the Tenant shall become bankrupt or take any steps in connection with any voluntary arrangement
Use and any restrictions on use	Use as offices/retail
Repair and decoration	<ul style="list-style-type: none"> • Keep the Property clean and in good repair and condition including any additions after the date of the lease • The Tenant must decorate the property as follows: - <ul style="list-style-type: none"> ○ The outside of the Property: during the 3rd year of the lease period ○ The inside of the Property: during the 3rd year of the lease period • The whole of the Property during the last year of the term with any decoration to be subject to Landlord approval
Insurance	<p>The Tenant must insure the property, and all additions to it as per the following conditions: -</p> <ul style="list-style-type: none"> • The insured persons are the Landlord, Tenant and any other person whom either reasonably nominates • Cover is provided against the insured risks as defined within the lease and other risks which the Landlord reasonably considers from time to time • The sum insured is at least the full rebuilding cost of the property, and any additions to which it should be insured and an appropriate percentage for professional fees and three years' loss of rent • The policy is to be issued by a reputable insurance office or at Lloyds <p>If the Property or any part of the Property is destroyed or damaged by the insured risks and therefore found unfit for use and occupation of inaccessible, the Tenant shall lay out the proceeds of such</p>

	insurance and if rebuilding or reinstatement is not possible, the monies shall be divided between the Landlord and Tenant in proportion to their interest at the time of the event.
Alterations (a) External/structural (b) Internal, non-structural alteration	<p>The Tenant shall not make any external, structural, internal or non-structural alteration to the Property without the written consent of the Landlord.</p> <p>The Tenant may display a notice or advertisement either on the outside or visible from the outside with prior consent from the Landlord.</p> <p>The Tenant must give the Landlord any notice from any authority acting under an Act of Parliament should the property require alteration, additions or modifications or any fixtures or equipment that need to be installed or removed. The Tenant must carry out these works unless the Landlord opts to carry this out.</p> <p>The Tenant must give the Landlord a copy of any noticed received regarding the Property or any neighbouring property.</p>
Alienation	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p> <p>Within one month of any assignment or subletting, the Tenant shall pay the reasonable registration fee for the Landlord's solicitors and produce a copy of any document relating to an assignment or subletting.</p>
Service Charge	N/A, there is no service charge.
Tenant's Rights	<ul style="list-style-type: none"> • Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations • Right to receive water, gas and electricity, to receive and send communications and to discharge waste by means of sewers, drains, pipes, wires and cables in other estate property
Landlord's Rights	<ul style="list-style-type: none"> • Right to enter the Property with seven days' notice (except for in the event of an emergency) to enter the Property to inspect the state of it • Right to enter the Property to comply with any lawful requirement under Planning Acts • Right to enter the Property and any person with authorised authority from the Landlord to enter the Property to view as a prospective purchaser, tenant or mortgagee • Right to fix a notice outside the property announcing possible sale or letting during the last 6 months' of the lease period • The right to enter the Property after 24 hours' notice (except in emergency) at all times for the following reasons:- <ul style="list-style-type: none"> ○ To connect, lay, inspect, repair, cleanse, maintain,

	<p>amend, alter, replace or renew any Conduits and to erect construct or lay in under over or across the premises any Conduits or other works for the supply of Services to any adjoining or neighbouring property</p> <ul style="list-style-type: none"> ○ To clean decorate repair or rebuild any adjoining or neighbouring property to build lay on or into any boundary or party walls of premises ○ To erect and use scaffolding upon the outside of premises <ul style="list-style-type: none"> • The right to repair rebuild alter demolish develop and carry out alterations and any other works upon to any adjoining property or land • The rights of light and air support shelter and protection and all other easement rights and quasi easements over the premises now or hereafter belonging to or enjoyed by any adjoining or neighbouring property <p>The right to affix and thereafter maintain on any exterior wall of the premises such advertising hoardings and the right to receive all present and future income accruing from any such advertising</p>
Lease registerable? (ie, granted for more than 7 years)	No
Lease executed correctly?	Yes
Unusual Provisions	<ul style="list-style-type: none"> • The alienation provisions do not impose any restrictions on an underletting of whole, other than requiring the Landlord's prior approval • The Tenant insures the Property and not the Landlord, and the obligation to reinstate (subject to obtaining all necessary planning and other consents) is on the Tenant. If reinstate is impossible then the insurance proceeds belong to the Landlord and Tenant in proportion to the value of their respective interests.

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	None provided, you have agreed to accept no search insurance.
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (20 April 2021) was certified as</p>

		<p>"Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

Other

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

Date	Report	Contents
14 April 2021	EPC	C (63)
	Fire Risk Assessment	None provided, please refer to declaration provided by the Borrower on 11 May 2023.
14 April 2021	Asbestos Report	<p>This report identifies the presence asbestos or presumed asbestos containing material on the roof.</p> <p>The report states that these materials should be monitored and re-inspected prior to any maintenance or other works.</p>

5. Valuation – Material Matters

Date of Inspection	31 October 2022
Market Value	<p>Subject to existing lease - £60,000</p> <p>Vacant Possession - £50,000</p>
Reinstatement	£200,000
Property	14 Hartley Street, Mexborough S64 9LX
Use	Barbers (the upper floor is used for storage)
Tenure	Freehold
Planning	Planning permission was granted in 2011 for a change of use from dental practice (D1) to dental laboratory (B1)

Title Plan

H.M. LAND REGISTRY		TITLE NUMBER SYK 84398	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY SOUTH YORKSHIRE	SHEET	SECTION E
Scale: 1/1250		NATIONAL GRID SK 4699	© Crown copyright 1971.



SCHEDULE 8

101 Wales Road, Kiveton Park, Sheffield S26 6RA

Restrictive Covenants/Adverse Interest/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
SYK13908	Proplend Security Limited	28 May 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
SYK13908	£60,000	30 June 2006

(c) **Property Address:**

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

Title Matters affecting SYK13908		
Date	Document	Comments
16 April 1877	Deed of Indenture (Entry C1)	This deed contains restrictive covenants, but no copy of the deed was produced when the property was first registered. As such the Borrower's solicitor will be putting an indemnity policy on risk on completion. The limit of indemnity on this policy will be £175,000.
20 December 1920	Conveyance (Entry A2)	Mines and minerals are excepted
14 September 1922	Conveyance (Entry C2)	This historic conveyance contains restrictive covenants not to use to the property as a chemist or chip shop. The conveyance also includes a right of way for the benefit of the adjoining property (99 Wales Road) over and along to driveway to the side of the Property which provides access to the rear of the adjoining property, and we are advised that this right of way is regularly exercised.
28 August 1980	Transfer (Entry C3)	This transfer contains restrictive covenants not to use to the property as a retailer of medicine or drugs.

2. **Occupational Interests**

Please refer to the below Lease Report.

Premises	101 Wales Road, Kiveton Park, Sheffield S26 6RA
Date	31 January 2020
Parties	Landlord – A & H Developers Limited Tenant – Genix Healthcare Kiveton Ltd
Current tenant	Genix Healthcare Kiveton Ltd (Company Number: 11942094)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	31 January 2020 to 30 January 2035
Break Clause	The Tenant may break the lease on either 30 January 2025 or 30 January 2030, by giving the Landlord not less than 6 months prior written notice. The exercise of the break clause is conditional upon the Tenant; paying any rent due, leaving occupation of the Property, and ensuring there are no continuing subleases.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£12,500 per annum including VAT, payable on 25 March, 24 June, 29 September and 25 December
Rent review dates and date of last review	31 January 2025 and every 5 th anniversary of that date
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any condition or tenant covenant of this lease is breached where the Landlord has not been notified of any such breach and the Tenant has not remedied the breach within a reasonable period of time (c) The Landlord may re-enter the Property if an Act of Insolvency occur
Use and any restrictions on use	Dental practice within Class D1 or ancillary offices or any other use within Class D1 with the Landlord's approval
Repair and decoration	<ul style="list-style-type: none"> Keep the Property clean and in good repair and condition with Service Media (within and serving the Property) in good working order Not obliged to put the Property in better state of repair than evidenced by the Schedule of Condition The Tenant shall decorate the interior and exterior of the Property as often as is reasonably necessary and also in the last three months before the end of term
Insurance	The Landlord shall keep the Property (other than any plate glass at the Property) insured against the loss or damage by the Insured Risks as defined in the lease.

	<p>The Tenant shall pay the Insurance Rent within 10 working days of written demand.</p> <p>If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then the rent (or a fair proportion) shall be suspended, until the Property is fit for occupation and use.</p> <p>If the Landlord reasonably considers that it is impossible or practical to reinstate the Property then the Landlord may terminate the lease by giving notice to the Tenant.</p> <p>If the Property has not be reinstated within 3 years of the date of the damage or destruction then either party may terminate the lease by giving notice to the other.</p> <p>If the lease is determined then the insurance proceeds shall belong to the Landlord.</p> <p>Uninsured Damage</p> <p>If the Property is damaged or destroyed by an uninsured risk then the Landlord must give notice to the Tenant within 6 months of the damage electing to either; terminate the lease, or make good the damage and reinstate the Property.</p> <p>If the Landlord has not served a notice within 6 months then the tenant may give notice to the Landlord to terminate the Lease.</p>
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external or structural alteration to the Property. The Tenant must receive Landlord's consent to install or alter the route of Service Media any Service Media on the exterior of the Property. The Tenant must receive the Landlord's consent to any internal, non-structural alteration to the Property. The Tenant must also not carry out any alteration which could reduce the rating for the EPC.</p>
<p>Alienation</p>	<p>The Tenant may not assign part of the lease. The Tenant may assign the whole of the lease with the consent of the Landlord (with such consent not be unreasonably withheld or delayed). When granting consent the Landlord may impose the following conditions:-</p> <ul style="list-style-type: none"> • The assignor enters into an authorised guarantee agreement • Where reasonable, a person (acceptable to the Landlord) enters into a guarantee and indemnity of the tenant covenants of the lease <p>The Landlord may refuse consent if:-</p> <ul style="list-style-type: none"> • The Annual Rent due under this lease is outstanding • In the Landlord's opinion, the assignee is not of sufficient financial standing to enable compliance with Tenant's covenants and conditions of the lease <p>The Tenant may not underlet part of the lease. The Tenant may underlet the whole of the lease with the consent of the Landlord (with such consent not be unreasonably withheld or delayed).</p> <p>Prior to any underletting being granted the Tenant must provide the Landlord with:-</p> <ul style="list-style-type: none"> • A certified copy of the 1954 Act notice which was served on the undertenant

	<ul style="list-style-type: none"> A certified copy of the 1954 Act declaration or statutory declaration made by the undertenant <p>Any underletting must be by deed and include:-</p> <ul style="list-style-type: none"> An agreement between the Tenant and undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded The reservation of a rent which is not less than the open market rental value of the Property and payable not less than quarterly in advance Provisions for the review of rent the same as the lease A covenant by the undertenant and expressed to be enforceable by the Landlord to observe and perform the tenant covenants and any supplementary or collateral document Provisions requiring Landlord's consent to be obtained in respect of any matter for which the consent of the Landlord is required under the lease
Service Charge	N/A, there is no service charge.
Tenant's Rights	<ul style="list-style-type: none"> Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations
Landlord's Rights	<ul style="list-style-type: none"> Right to repair, maintain or replace any Service Media or structure relating to the Reservations Right to bring plant and equipment onto the Property and to place scaffolding and ladders upon the exterior or outside of any building on the Property provided Tenant's signage is not obscured, or the Tenant is not prevented from using the Property for the Permitted Use or accessed Right to enter the Property as well as any contractors, agents, professional advisors at a reasonable time (in and out of business hours) with reasonable prior notice
Lease registerable? (ie, granted for more than 7 years)	Yes, the Lease has been registered (Title Number: SYK681187)
Lease executed correctly?	Yes
Unusual Provisions	None

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	None provided, you have agreed to accept no search insurance.
	Water and Drainage	None provided, you have agreed to accept no search insurance.

	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (20 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

Other

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

Date	Report	Contents
30 September 2019	EPC	D (79)
	Fire Risk Assessment	None provided, please refer to declaration provided by the Borrower on 11 May 2023.
30 November 2017	Asbestos Report	This report does not identify the presence of an asbestos containing materials.

5. Valuation – Material Matters

Date of Inspection	1 November 2022
Market Value	Subject to existing lease - £160,000 Vacant Possession - £135,000
Reinstatement	£325,000
Property	101 Wales Road, Kiveton Park, Sheffield S26 6RA
Use	Dental practice
Tenure	Freehold
Planning	The valuation reveals one recent planning permission (RB2011/1410) which permitted the erection of a dormer window to the rear of the building.

Title Plan



SCHEDULE 9

88 and 90 Main Street Mexborough S64 9EB

Restrictive Covenants/Adverse Interest/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
SYK165233	Proplend Security Limited	28 May 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
SYK165233	£275,000	1 June 2007

(c) **Property Address:**

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

Title Matters affecting SYK165233		
Date	Document	Comments
		The Barnsley coal seam and all mines and minerals are excepted.

2. **Occupational Interests**

Please refer to the below Lease Report.

Premises	88 and 90 Main Street, Mexborough S64 9EB
Date	1 February 2020
Parties	Landlord – A & H Developers Limited Tenant – Rodericks Dental Limited
Current tenant	Rodericks Dental Limited (Company Number: 00190237)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	15 years from 1 February 2020 (expiring 31 January 2035)
Break clause	The Tenant may break the lease on 31 January 2025, provided that it has given the Landlord note less than 3 months prior written notice.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£25,500 per annum paid quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)

Rent review dates and date of last review	31 January 2025, and every 5 th anniversary of that date. The rent is reviewed on an upward only open market rent review, subject to a standard list of assumptions and disregards.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if there is any material breach of any condition or tenant covenant within the lease (c) The Landlord may re-enter the Property if one or more individuals is adjudicated bankrupt or an interim receiver is appointed off the property of the Tenant or the Tenant shall become bankrupt or take any steps in connection with any voluntary arrangement
Use and any restrictions on use	Dental practice within Class D1 or ancillary offices or any other use within Class D1 with the Landlord's approval
Repair and decoration	<ul style="list-style-type: none"> • Keep the Property clean, tidy and in good and substantial repair and condition • Not obliged to put the Property in better state of repair than evidenced by the Schedule of Condition • Decorate the outside and inside of the Property as often as reasonably necessary • Decorate the last 3 months before the end of the term (but not so far as to require the Tenant to redecorate either the outside or inside of the Property more than once in any period of 2 years) with the Landlord's reasonable satisfaction and prior consent of materials, designs and colours
Insurance	<p>The Landlord shall keep the Property (other than any plate glass at the Property) insured against the loss or damage by the Insured Risks as defined in the lease. The Landlord will not insure any part of the Property installed by the Tenant.</p> <p>The Tenant shall pay Insurance Rent within 14 days of written demand.</p> <p>The Tenant shall:-</p> <ul style="list-style-type: none"> • Promptly give notice to the Landlord if any matter occurs that the insurer or underwriter may treat as material • Not do or omit anything as a result of which the insurance may become void or otherwise prejudiced • Comply at all times with the requirements of the insurers • Give the Landlord notice promptly after becoming aware of the occurrence of any damage <p>If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then the rent (or a fair proportion) shall be suspended, until the Property is fit for occupation and use or until the end of 3 years from the date of damage or destruction, if sooner. Any rent paid by the Tenant in respect of the period following such damage or destruction shall be refunded to the Tenant within 14 days of damage or destruction occurring.</p> <p>If the Landlord reasonably considers that it is impossible or practical to reinstate the Property then the Landlord may terminate the lease</p>

	<p>by giving notice to the Tenant within 12 months of the date of such event.</p> <p>If the Property has not be reinstated within 3 years of the date of the damage or destruction then the Tenant may terminate the lease on giving notice.</p> <p>If the lease is determined then the insurance proceeds shall belong to the Landlord.</p> <p>Uninsured Damage</p> <p>If the Property is damaged or destroyed by an uninsured risk then the Landlord must give notice to the Tenant within 2 months of the damage electing to either; terminate the lease, or make good the damage and reinstate the Property.</p> <p>If the Landlord has not commenced any works of making good or reinstatement within 18 months' of the Uninsured Damage occurring, either party may give immediate notice to the determine the lease.</p>
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external or structural alteration to the Property. The Tenant shall not make any opening in any boundary structure of the Property.</p> <p>The Tenant may install or re-route Service Media on the exterior of the Property with consent of the Landlord (not to be unreasonably withheld)</p> <p>The Tenant may make internal or non-structural alterations with consent of the Landlord (not to be unreasonably withheld)</p> <p>The Tenant shall not carry out any alteration which may have an adverse impact on the EPC.</p> <p>The Tenant may place Signs inside the property with consent of the Landlord (not to be unreasonably withheld)</p>
<p>Alienation</p>	<p>The Tenant may not assign, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld). The Tenant may not underlet whole or part of the lease.</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p>
<p>Service Charge</p>	<p>N/A, there is no service charge.</p>
<p>Tenant's Rights</p>	<ul style="list-style-type: none"> • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord
<p>Landlord's Rights</p>	<ul style="list-style-type: none"> • The right to repair, maintain or replace any Service Media at the serving Property • Right for workers, contractors, agents and professional advisors to enter the Property at any reasonable time (during usual business hours) having given reasonable notice (which not need be in writing), save for emergencies • Right to fix a notice outside the property announcing possible sale or letting (with prior consent of the Tenant) • The right to enter the Property to inspect its condition and state of

	<p>repair with 20 working days' notice provided (save for emergency)</p> <ul style="list-style-type: none"> • Right to enter the Property to carry out works providing at least 5 working days' notice and not less than 20 working days' notice (save in emergency) before exercising the right • Right to enter the Property if the Tenant has not begun any works needed to remedy a breach within 2 months' of receiving the notice (save for emergency) or if the Tenant is not carrying out the works with all due speed
Lease registerable? (ie, granted for more than 7 years)	Yes, the Lease has been registered (Title Number: SYK680624)
Lease executed correctly?	Yes
Unusual Provisions	None

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	None provided, you have agreed to accept no search insurance.
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (20 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated:17 December 2021

Other

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

Date	Report	Contents
6 November 2019	EPC	D (84)

	Fire Risk Assessment	None provided, please refer to declaration provided by the Borrower on 11 May 2023.
7 December 2017	Asbestos Report	This report identifies the presence of 4 asbestos or presumed asbestos containing materials within the Property. The report states that these materials should be monitored and re-inspected prior to any maintenance or other works.

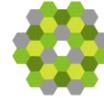
5. Valuation – Material Matters

Date of Inspection	1 November 2022
Market Value	Subject to existing lease - £140,000 Vacant Possession - £135,000
Reinstatement	£250,000
Property	88-90 Main Street, Mexborough S64 9EB
Use	Dental practice
Tenure	Freehold
Planning	<p>The valuation reveals 2 recent planning permissions:</p> <p>11/01727/ADV – advertisement consent for 3 signs (2 illuminated and 1 non-illuminated)</p> <p>10/03593/FUL - Erection of one detached block of 7 flats on approximately 0.15 ha of land. Please note that this application relates to the land at the rear of the property (see plan below)</p> 

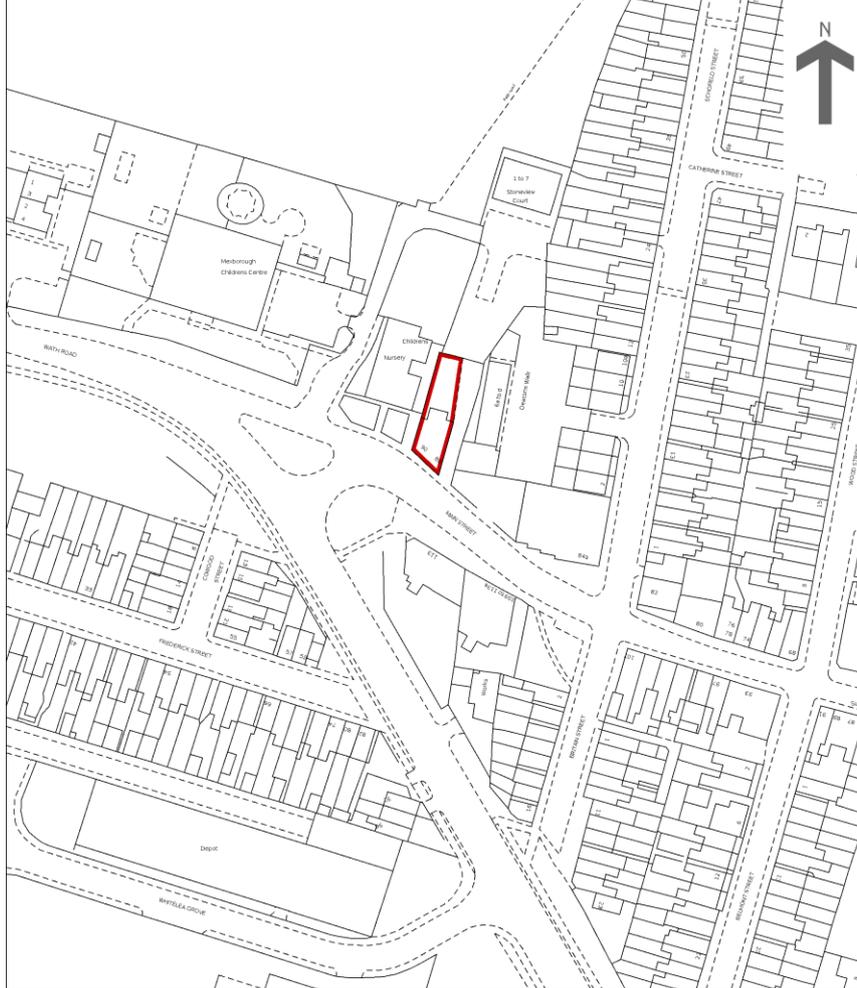
Title Plan

HM Land Registry
Official copy of
title plan

Title number **SYK165233**
Ordnance Survey map reference **SE4600SE**
Scale **1:1250**
Administrative area **South Yorkshire :**
Doncaster



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SCHEDULE 10

2 Lady Pit Lane, Leeds LS11 6AJ

Restrictive Covenants/Adverse Interest/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
WYK190210	Proplend Security Limited	28 May 2021

(b) **Price Paid**

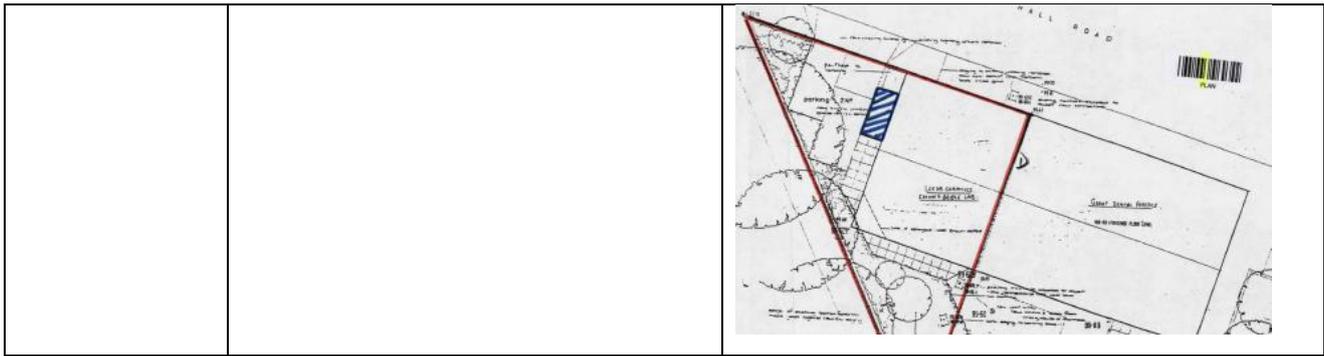
The price stated to have been paid on:

Title No	Price Paid	Date
WYK190210	£110,000	29 June 2012

(c) **Property Address:**

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

Title Matters affecting WYK190210		
Date	Document	Comments
19 October 1979	Transfer (Entry C1)	This transfer contains restrictive covenants relating to the use and development of the property. These covenants specifically state that the ground floor shall only be used as a dental practice and other allied medical uses of for use as offices, while the first floor which is separately leased under the terms of a 999 year lease can only be used as offices. We have been advised that these have not been breached and further that no notices have been received in relation to the said covenants.
25 May 1990	Transfer (Entry A4)	This transfer reserves rights for the owner of the property to use and permanently store 2 boilers and one air compressor in the boiler room hatched blue on the transfer plan (extract below), there are also rights reserved to allow the owner of the property access (on prior written notice) to enter on to the adjoining property to inspect, clean, repair, replace the boilers and compressor, provided that as little damage and inconvenience is caused to the owners of the adjoining land, and any damage caused is made good.



2. Occupational Interests

Please refer to the below Lease Report.

Premises	Ground Floor, 2 Lady Pit Lane, Leeds LS11 6AJ
Date	31 January 2020
Parties	Landlord – A & H Developers Limited Tenant – Rodericks Dental Limited
Current tenant	Rodericks Dental Limited (Company Number: 00190237)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	15 years from 31 January 2020 (expiring 30 January 2035)
Break clause	The Tenant may break the lease on 31 January 2025, provided that it has given the Landlord note less than 3 months prior written notice.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£13,500 per annum payable quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	31 January 2025, and every 5 th anniversary of that date. The rent is reviewed on an upward only open market rent review, subject to a standard list of assumptions and disregards.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if there is any material breach of any condition or tenant covenant within the lease (c) The Landlord may re-enter the Property if one or more individuals is adjudicated bankrupt or an interim receiver is appointed off the property of the Tenant or the Tenant shall become bankrupt or take any steps in connection with any voluntary arrangement
Use and any restrictions on use	Dental practice or such other used within Use Class D1 as approved by the Landlord (such approval not to be unreasonably withheld or delayed)
Repair and decoration	<ul style="list-style-type: none"> Keep the Property clean, tidy and in good repair and condition Not obliged to put the Property in better state of repair than

	<p>evidenced by the Schedule of Condition</p> <ul style="list-style-type: none"> • The Landlord shall use reasonable endeavours to keep the structural and exterior parts of the Building and Service Media in a reasonable state of repair. • Decorate the outside and inside of the Property as often as reasonable necessary • Decorate the last 3 months before the end of the Term (but not so far as to require the Tenant to redecorate either the outside or inside of the Property more than once in any period of 2 years) with the Landlord’s reasonable satisfaction and prior consent of materials, designs and colours (with the Landlord responding within 2 weeks to such requests)
<p>Insurance</p>	<p>The Landlord shall keep the Property (other than any plate glass at the Property) insured against the loss or damage by the Insured Risks as defined in the lease. The Landlord will not insure any part of the Property installed by the Tenant.</p> <p>The Tenant shall pay the Insurance Rent within 14 working days of written demand.</p> <p>The Tenant must:-</p> <ul style="list-style-type: none"> • Give the Landlord notice promptly after becoming aware of any matter which an insurer or underwriter may treat as material regarding the insurance of the Building • Not do or omit anything as a result of which any policy of the Building or any neighbouring property may become void or otherwise prejudiced • Comply at all times with the requirements of the insurers • Give the Landlord notice promptly after becoming aware of the occurrence of any damage <p>If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then the rent (or a fair proportion) shall be suspended, until the Property is fit for occupation and use.</p> <p>If the Landlord reasonably considers that it is impossible or practical to reinstate the Property then the Landlord may terminate the lease by giving notice to the Tenant within 12 months of the date of damage.</p> <p>If the Property has not be reinstated within 3 years of the date of the damage or destruction then the Tenant may terminate the lease on giving notice.</p> <p>If the lease is determined then the insurance proceeds shall belong to the Landlord.</p> <p>Uninsured Damage</p> <p>If the Property is damaged or destroyed by an uninsured risk then the Landlord must give notice to the Tenant within 2 months of the damage electing to either; terminate the lease, or make good the damage and reinstate the Property for use within 18 months.</p> <p>If the Landlord has not served a notice within 2 months or reinstated the Property for use within 18 months, then the tenant may give notice to the Landlord to terminate the Lease.</p>

<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external or structural alteration to the Property. The Tenant shall not make any opening in any boundary structure of the Property.</p> <p>The Tenant may make internal or non-structural alterations with consent of the Landlord, providing written notice of such works is provided. The Tenant may install a standard front and fascia in the regional house style from time to time of the Tenant with consent of the Landlord.</p> <p>The Tenant may display a notice or advertisement either on the outside or visible from the outside with prior consent from the Landlord.</p>
<p>Alienation</p>	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p>
<p>Service Charge</p>	<p>N/A, there is no service charge.</p>
<p>Tenant's Rights</p>	<ul style="list-style-type: none"> • Ancillary rights, including the right to use and connect into any Service Media, attach any item to any part of the Building (provided prior consent has been granted by the Landlord and the Tenant acts in accordance with such consent), right to enter the Building that adjoins the Property so far as is reasonably necessary to carry out any works to the Property (provided prior consent has been granted by the Landlord save except in case of emergency) and the right to use the car park shown edged blue on the plan attached to the lease. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord
<p>Landlord's Rights</p>	<ul style="list-style-type: none"> • Right to re-route or replace within the Building any Service Media at its discretion • Right to enter the property to repair or replace any Service Media • Right to enter the Property to carry out works with the Tenant given at least 5 working days and in the case of carrying out works not less than 20 days written notice (save in emergency) • Right for workers, contractors, agents and professional advisors to enter the Property at any reasonable time (during usual business hours) • Right to enter the Property with 20 working days' notice (except for in the event of an emergency) to enter the Property to inspect the state of repair • Right to enter the Property if the Tenant has not begun any works needed to remedy a breach within 2 months' notice or if the Tenant is not carrying out the works with all due speed
<p>Lease registerable? (ie, granted for more than 7 years)</p>	<p>Yes, the Lease has been registered (Title Number: YY136222)</p>
<p>Lease executed correctly?</p>	<p>Yes</p>

Unusual Provisions	None
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3. Searches

Date	Search	Material Matters Revealed
	Local Authority	None provided, you have agreed to accept no search insurance.
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (28 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

Other

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

Date	Report	Contents
6 November 2019	EPC	C (64)
	Fire Risk Assessment	None provided, please refer to declaration provided by the Borrower on 11 May 2023.
4 January 2018	Asbestos Report	<p>This report identifies the presence of asbestos or presumed asbestos containing materials within ground floor electrical cupboard.</p> <p>The report states that these materials should be monitored and re-inspected prior to any maintenance or other works.</p>

5. Valuation – Material Matters

Date of Inspection	31 October 2022
Market Value	Subject to existing lease - £180,000 Vacant Possession - £140,000
Reinstatement	£295,000
Property	2 Lady Pitt Lane, Beeston, Leeds LS11 6AJ
Use	Dental practice
Tenure	Freehold
Planning	No planning information is disclosed in the valuation

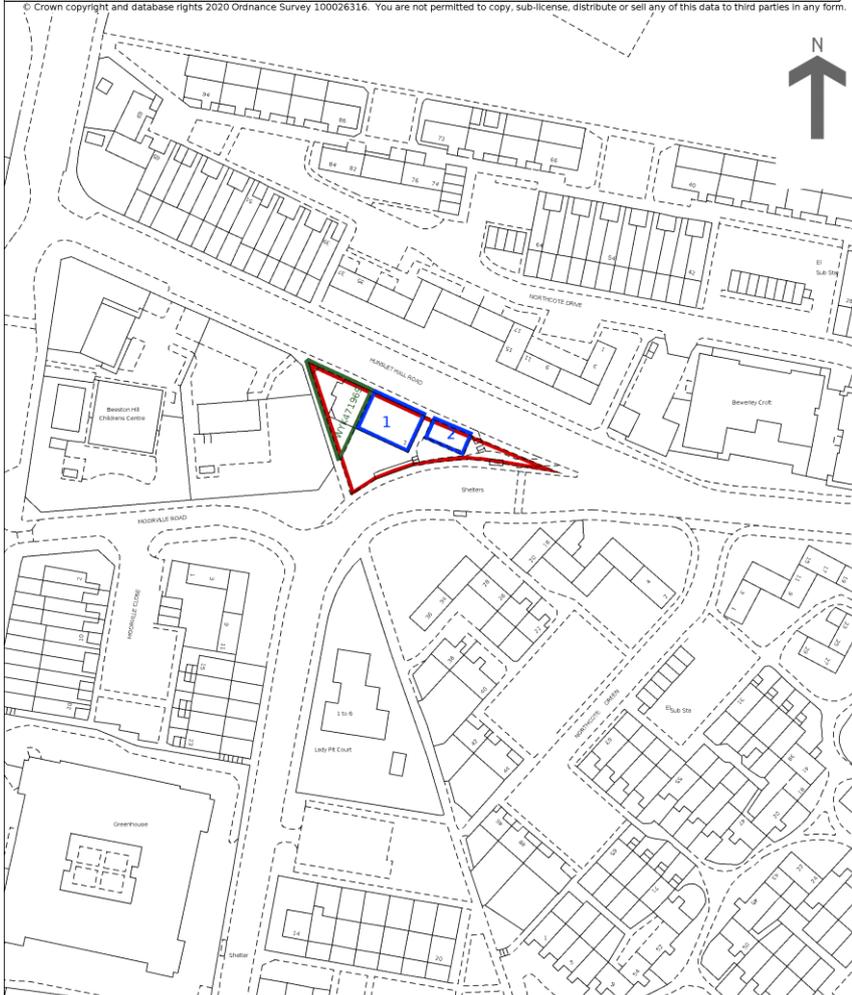
Title Plan & MapSearch Plan

HM Land Registry
Official copy of
title plan

Title number **WYK190210**
Ordnance Survey map reference **SE2931NE**
Scale **1:1250**
Administrative area **West Yorkshire : Leeds**



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SCHEDULE 11

13 Watson Street, Morley, Leeds LS27 0AH

Restrictive Covenants/Adverse Interest/Rights

1. Title Matters

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

Title No	Lender	Charge Date
WYK325458	Proplend Security Limited	28 May 2021

(b) Price Paid

The price stated to have been paid on:

Title No	Price Paid	Date
WYK325458	£167,500	29 September 2006

(c) Property Address:

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

Title Matters affecting WYK325458		
Date	Document	Comments
15 March 1913	Conveyance (Entry C1)	This transfer contains an obligation on the owner of the property to maintain the southern boundary in good repair and condition. We have been advised that as far as the Borrower is aware the boundary is in good repair.
		Mines & minerals are excepted

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

2. Occupational Interests

Please refer to the below Lease Report.

Premises	13 Watson Street, Morley, Leeds LS27 0AH
Date	31 January 2020
Parties	Landlord – A & H Developers Limited Tenant – Genix Healthcare Morley Ltd
Current tenant	Genix Healthcare Morley Ltd (Company Number: 11942094)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	31 January 2020 to 30 January 2035
Break Clause	The Tenant may break the lease on either 30 January 2025 or 30 January 2030, by giving the Landlord not less than 6 months prior written notice.

	The exercise of the break clause is conditional upon the Tenant; paying any rent due, leaving occupation of the Property, and ensuring there are no continuing subleases.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	£18,250 per annum, payable quarterly in advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	31 January 2025 and every 5 th anniversary of that date
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any condition or tenant covenant of this lease is breached where the Landlord has not been notified of any such breach and the Tenant has not remedied the breach within a reasonable period of time (c) The Landlord may re-enter the Property if an Act of Insolvency occur
Use and any restrictions on use	Dental practice within Class D1 or ancillary offices or any other use within Class D1 with the Landlord's approval
Repair and decoration	<ul style="list-style-type: none"> • Keep the Property clean and in good repair and condition with Service Media (within and serving the Property) in good working order • Not obliged to put the Property in better state of repair than evidenced by the Schedule of Condition • The Tenant shall decorate the interior and exterior of the Property as often as is reasonably necessary and also in the last three months before the end of term
Insurance	<p>The Landlord shall keep the Property (other than any plate glass at the Property) insured against the loss or damage by the Insured Risks as defined in the lease.</p> <p>The Tenant shall pay the Insurance Rent within 10 working days of written demand.</p> <p>If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then the rent (or a fair proportion) shall be suspended, until the Property is fit for occupation and use.</p> <p>If the Landlord reasonably considers that it is impossible or practical to reinstate the Property then the Landlord may terminate the lease by giving notice to the Tenant.</p> <p>If the Property has not be reinstated within 3 years of the date of the damage or destruction then either party may terminate the lease by giving notice to the other.</p> <p>If the lease is determined then the insurance proceeds shall belong to the Landlord.</p> <p>Uninsured Damage</p>

	<p>If the Property is damaged or destroyed by an uninsured risk then the Landlord must give notice to the Tenant within 6 months of the damage electing to either; terminate the lease, or make good the damage and reinstate the Property.</p> <p>If the Landlord has not served a notice within 6 months then the tenant may give notice to the Landlord to terminate the Lease.</p>
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external or structural alteration to the Property. The Tenant must receive Landlord's consent to install or alter the route of Service Media any Service Media on the exterior of the Property. The Tenant must receive the Landlord's consent to any internal, non-structural alteration to the Property. The Tenant must also not carry out any alteration which could reduce the rating for the EPC.</p>
<p>Alienation</p>	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p>
<p>Service Charge</p>	<p>N/A, there is no service charge.</p>
<p>Tenant's Rights</p>	<ul style="list-style-type: none"> • Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations
<p>Landlord's Rights</p>	<ul style="list-style-type: none"> • Right to repair, maintain or replace any Service Media or structure relating to the Reservations • Right to bring plant and equipment onto the Property and to place scaffolding and ladders upon the exterior or outside of any building on the Property provided Tenant's signage is not obscured, or the Tenant is not prevented from using the Property for the Permitted Use or accessed • Right to enter the Property as well as any contractors, agents, professional advisors at a reasonable time (in and out of business hours) with reasonable prior notice
<p>Lease registerable? (ie, granted for more than 7 years)</p>	<p>Yes</p>
<p>Lease executed correctly?</p>	<p>Yes, the Lease has been registered (Title Number: YY137194)</p>
<p>Unusual Provisions</p>	<p>None</p>

3. Searches

Date	Search	Material Matters Revealed
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	Local Authority	None provided, you have agreed to accept no search insurance. Although we have not reviewed a local authority search we have seen evidence that the current use has planning permission.
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	None provided, you have agreed to accept no search insurance. Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (19 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report: <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

Other

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

Date	Report	Contents
7 October 2019	EPC	D (83)
	Fire Risk Assessment	None provided, please refer to declaration provided by the Borrower on 11 May 2023.
15 December 2017	Asbestos Report	This report identifies the presence of asbestos or presumed asbestos containing materials within ground floor understairs cupboard. The report states that these materials should be monitored and re-inspected prior to any maintenance or other works.

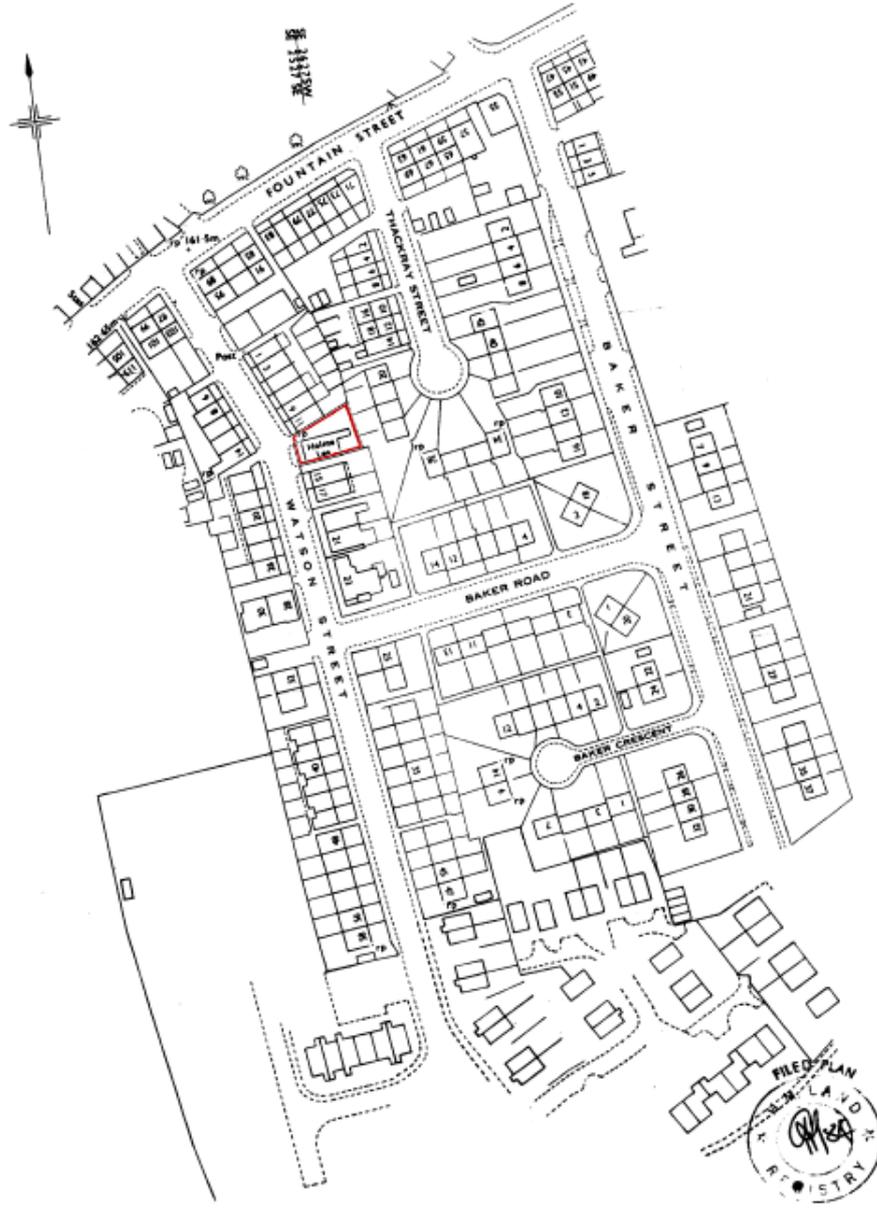
5. Valuation – Material Matters

Date of Inspection	31 October 2022
Market Value	Subject to existing lease - £235,000

	Vacant Possession - £185,000
Reinstatement	£350,000
Property	13 Watson Street, Morley, Leeds LS27 0AH
Use	Dental practice
Tenure	Freehold
Planning	<p>The valuation refers to a planning permission permitting a first floor extension to the existing dental practice, including internal alterations to form an additional surgery (ref: 18/05962/FUL).</p> <p>As part of the due diligence for the previous loan we were advised that this planning permission was never implemented, and the permission lapsed on 2 December 2021.</p>

Title Plan

H.M. LAND REGISTRY		TITLE NUMBER	
		WYK 325458	
ORDNANCE SURVEY PLAN REFERENCE	SE 2527	SECTION N	Scale 1/1250
COUNTY WEST YORKSHIRE	DISTRICT LEEDS	© Crown copyright 1983	



SCHEDULE 12

2 College Court, Morley, Gildersome, Leeds and parking spaces LS27 7WF

Restrictive Covenants/Adverse Interest/Rights

1. Title Matters

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

Title No	Lender	Charge Date
WYK850219	Proplend Security Limited	28 May 2021

(b) Price Paid

The price stated to have been paid on:

Title No	Price Paid	Date
WYK850219	£470,000 plus VAT (£82,250)	28 September 2006

(c) Property Address:

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

Title Matters affecting WYK850219		
Date	Document	Comments
28 September 2006	Transfer (Entries A2, A3, B3 & C1)	<p>This transfer grants rights of way over the common parts of College Court (shown on the title plan) to provide access to and from the property and the parking space.</p> <p>There is also an obligation for the owner of the property to pay within 14 days of written demand 50% of the costs incurred in connection with the cleaning, maintenance, repair and renewal of the common parts (road, gates, landscaped areas, sewers, drains, etc.) which are used in common with the occupiers of the estate.</p> <p>To ensure that the aforementioned charges bind successors in title there is a restriction on title which require the owners of the estate to confirm that future owners enter in to a Deed of Covenant with the owners of the estate. The Borrower's solicitor has undertaken to provide us with the certificate necessary to satisfy this restriction.</p> <p>The transfer also contains restrictive covenants relating to the use of the property and parking spaces, in particular the transfer states that the property cannot be used for any purposes other than as "professional offices".</p>
		Mines & minerals are excepted

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

2. Occupational Interests

Please refer to the below Lease Report.

Premises	2 College Court, Gildersome, Morley, Leeds LS27 7WF
Date	15 November 2019
Parties	Landlord – A & H Developers Ltd Tenant – AFP Digital Limited
Current tenant	AFP Digital Limited (Company Number: 06772960)
Current guarantor	There is no guarantor.
Term commencement date and expiry date	5 years from 15 November 2019 (expiring 14 November 2024)
Break clause	There is no break clause.
Excluded Tenancy	No, the lease has not been contracted out.
Current rent and rent payment dates	Current rent £36,000 per annum for the period 15 November 2021 to 14 November 2024 Rent payment dates In advance on the usual quarter days (25 March, 24 June, 29 September and 25 December)
Rent review dates and date of last review	N/A there is no rent review.
Forfeiture (a) Rent unpaid for 21 days after due. (b) Breach of condition. (c) Tenant/Guarantor insolvency	(a) The Landlord may re-enter the Property if any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not) (b) The Landlord may re-enter the Property if any condition of, or tenant covenant in the lease (c) The Landlord may re-enter the Property if there is an Act of Insolvency as defined within the lease
Use and any restrictions on use	Offices within Use Class B1
Repair and decoration	<ul style="list-style-type: none"> Keep the Property clean and tidy and in good repair and condition and shall ensure that all Lifts and Service Media within and exclusively serving the Property are kept in good working order. The Tenant shall not be required to put the Property in any better state of the repair and condition than at the date of the lease The Tenant shall decorate the outside and inside of the Property as is reasonably necessary and also in the last 3 months before the end of the term All decoration shall be carried out in a good and proper manner using quality materials that are appropriate to the Property and Permitted Use All decoration carried out in the last 3 months shall also be

	<p>carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord</p>
<p>Insurance</p>	<p>The Landlord shall keep the Property (other than any plate glass at the Property) insured against the loss or damage by the Insured Risks as defined in the lease. The Landlord's obligation to insure is subject to:-</p> <ul style="list-style-type: none"> • Any exclusions, limitations, excess and conditions • Insurance being available in the London insurance market on reasonable terms acceptable to the Landlord. <p>The Tenant shall pay the Insurance Rent on demand. The Tenant shall pay on demand any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy and any costs that the Landlord incurs in obtaining a valuation of the Property (but not more than once in every 2 years).</p> <p>If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then the Annual Rent (or a fair proportion) shall be suspended, until the Property is fit for occupation and use or until the end of 3 years from the date of damage or destruction, if sooner.</p> <p>If the Landlord reasonably considers that it is impossible or practical to reinstate the Property then the Landlord may terminate the lease by giving notice to the Tenant.</p> <p>If the lease is determined then the insurance proceeds (other than any insurance for plate glass) shall belong to the Landlord.</p> <p>The Tenant will not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless:-</p> <ul style="list-style-type: none"> • The policy of insurance has been vitiated or any insurance proceeds withheld by any act or omission of the Tenant, or under tenant • The insurance cover in relation to that disrepair is excluded, limited, is unavailable or not extended
<p>Alterations</p> <p>(a) External/structural</p> <p>(b) Internal, non-structural alteration</p>	<p>The Tenant shall not make any external or structural alteration or make any opening in any boundary structure of the Property.</p> <p>The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord.</p> <p>The Tenant may make internal, non-structural alterations to the Property with the consent of the Landlord. The Tenant may install and remove non-structural, demountable partitioning without the consent of the Landlord provided this is in compliance with laws.</p>
<p>Alienation</p>	<p>The Tenant may not assign, sublet, mortgage or the whole of the Property without the Landlords prior consent (such consent not to be unreasonably withheld).</p> <p>When consenting to an assignment the Landlord may require the Tenant to enter in to an AGA. Further the Landlord may withhold approval to a proposed assignment unless the Property is in the state of repair required by the lease.</p>

Service Charge	N/A, there is no service charge.
Tenant's Rights	<ul style="list-style-type: none"> • Ancillary rights, including the benefits of rights (if any) of which the Landlord has the benefit within the title. • Covenant for quiet enjoyment of the Property without interruption by the Landlord or agent of the Landlord provided the Tenant pays the rents and complies with obligations
Landlord's Rights	<ul style="list-style-type: none"> • Right to enter the Property with 2 days' notice to enter the Property to inspect the state of it • Right to enter the Property to carry out works if the Tenant has not begun any works needed to remedy that breach within 2 months' following that notice (or immediately if the works are required as a matter of emergency) • Right to enter the Property to repair, maintain or replace any Service Media or structure • Right to enter the Property at any reasonable time, outside of business hours, with reasonable notice provided (not required in writing)
Lease registerable? (ie, granted for more than 7 years)	No
Lease executed correctly?	Yes but only have copy of the tenant's signed part
Unusual Provisions	None

3. Searches

Date	Search	Material Matters Revealed
	Local Authority	None provided, you have agreed to accept no search insurance.
	Water and Drainage	None provided, you have agreed to accept no search insurance.
	Chancel Repair	None provided, you have agreed to accept no search insurance.
	Mining Search	None provided, you have agreed to accept no search insurance.
	Environmental	<p>None provided, you have agreed to accept no search insurance.</p> <p>Notwithstanding, the fact that no search has been provided we would point out that when the 2021 loan was completed the desktop environmental (19 April 2021) was certified as "Passed" meaning that in the professional opinion of Future Climate Info the level of risk associated with the information disclosed in the report:</p> <ul style="list-style-type: none"> • is unlikely to have an adverse effect on the value of the building, and • is not such that the building would be designated "Contaminated Land" within the meaning of Part IIA of the

		Environmental Protection Act 1990.
	Official Copies	Dated: 17 December 2021

Other

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

Date	Report	Contents
13 October 2016	EPC	C (64)
	Fire Risk Assessment	None provided, please refer to declaration provided by the Borrower on 11 May 2023.
15 December 2017	Asbestos Report	There is no asbestos report for this property due to its age.

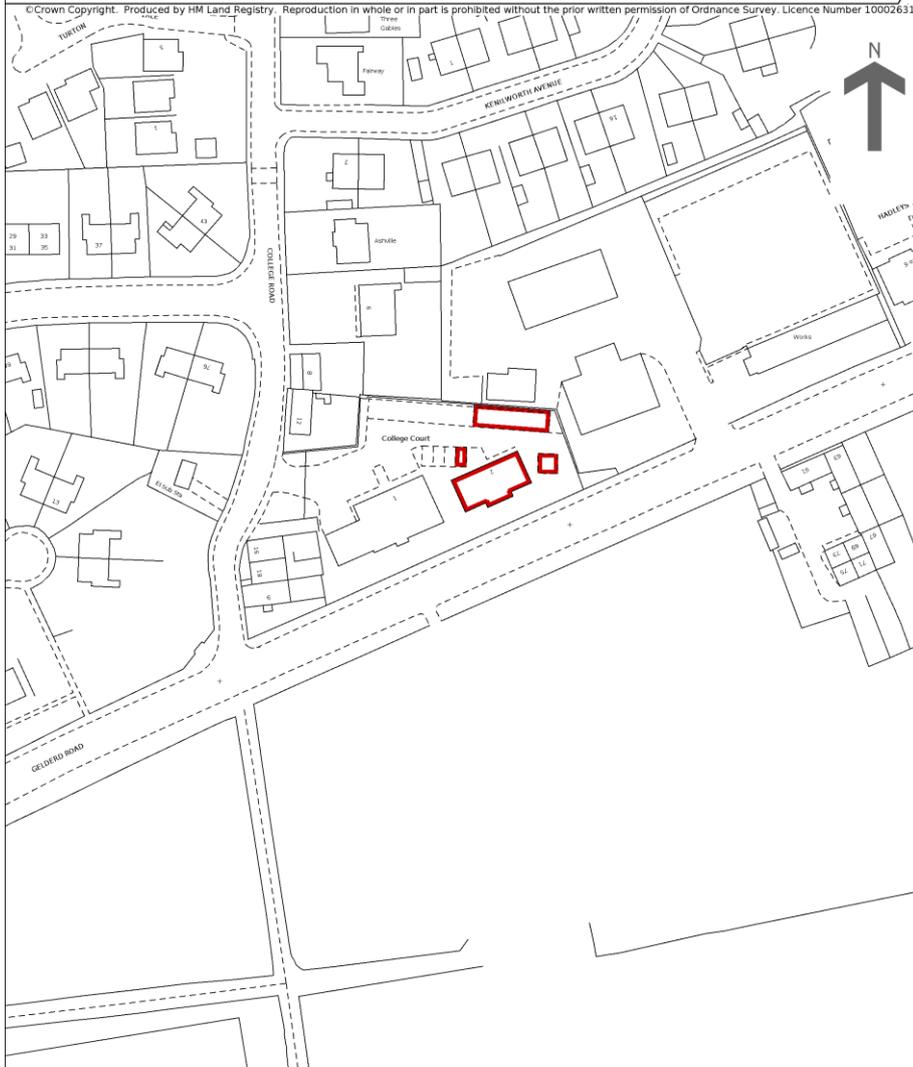
5. Valuation – Material Matters

Date of Inspection	31 October 2022
Market Value	Subject to existing lease - £432,500 Vacant Possession - £390,000
Reinstatement	£770,000
Property	2 College Court, Gildersome, Leeds LS27 7WF
Use	Two storey office building
Tenure	Freehold
Planning	The valuation refers to a planning permission from 2017 which was withdrawn. We are advised that the Property continues to be used as offices.

Title Plan

HM Land Registry
Official copy of
title plan

Title number **WYK850219**
Ordnance Survey map reference **SE2428NE**
Scale **1:1250**
Administrative area **West Yorkshire : Leeds**



SCHEDULE 13 – GENERAL POINTS

1. Searches

(as at 24 May 2023)	Companies House	Name: A & H Developers Ltd Active: Yes Directors: Mustafa Tariq Mohammed Secretary: None Shareholders: Mustafa Tariq Mohammed – 100% PSC: Mustafa Tariq Mohammed Purpose: Development of building projects (41100) Charges: 3 outstanding: <ul style="list-style-type: none"> • A legal charge and debenture in favour of PSL which will both be redeemed and discharged on completion • A debenture in favour of Advantedge Commercial Finance (North) Limited (now known as ECapital Commercial Finance (North) Limited) dated 31 March 2020 (as to which see the additional notes in section 2 of this Schedule.
Expires: 14 June 2023	Bankruptcy	Clear – against Mustafa Tariq Muhammed
Expires: 5 July 2023	Land Registry Priority	Against all of the 12 titles in favour of Proplend Security Limited Clear
	SRA check	Acuity Law Group Limited (SRA Number: 646766)
	Source of Funds	The Borrower's solicitors have confirmed in correspondence.

2. Existing Debenture

As you are aware Advantedge Commercial Finance (North) Limited currently has a Debenture dated 31 March 2020 registered against the Borrower, and as this is not being redeemed/satisfied we are arranging for a Deed of Priority to be put in place on completion. This Deed of Priority will give PSL a first ranking Debenture over all assets and undertakings of the Borrower.

3. Buildings Insurance

PSL have confirmed that acceptable buildings insurance is in place.

3. Identification Documents

Name	List A ID	Date/Expiry	List B	Date/Expiry
Mustafa Tariq Mohammed	Passport	22 August 2029	Driving Licence	20 January 2024

Signed by:	
Signature Name:	Alexander Cheele
Position:	Associate
Authorised to sign for and on behalf of:	Paris Smith LLP
Date:	24 May2023

ANNEX 1
Fire Risk Assessment Declaration

Date: 11th May 2023

TO WHOM IT MAY CONCERN

I, the undersigned, do hereby confirm in relation to the 7 properties listed herein that:

- (i) The tenants are responsible for conducting fire risk assessments for respective properties; and
- (ii) A&H Developers Ltd do not have copies of fire risk assessments for these properties.

PROPERTIES:

1. 101 Wales Road, Kiveton Park, Sheffield S26 6RA
2. 88 & 90 Main Street, Mexborough, S64 9EB
3. 13 Watson Street, Morley, Leeds, LS27 0AH
4. 4 Station Road, Conisbrough, DN12 3DB
5. 2 College Court, Gildersome, Morley, Leeds, LS27 7WF
6. 14 Hartley Street, Mexborough, South Yorkshire, S64 9LX
7. Ground Floor, 2 Ladypit Lane, Leeds LS11 6AJ

Sincerely



Mr. Mustafa Mohammed
Director
A&H Developers Ltd
4 Carlton Court
Brown Lane West
Leeds.
LS12 6LT