

REPORT ON TITLE



NB The image extracted is for illustrative purposes only

REFINANCE – SEPARATE REPRESENTATION

To	Proplend Security Limited (“PSL”)
From	Paris Smith LLP
Borrower	Two GB Limited
Company Number	06240730
Property	1 Clifton Mews, Clifton Hill, Brighton BN1 3HR
Is the Borrower the same as the Owner?	Yes
Advance Amount	Gross Loan: £570,000.00 Amount to be released to Goodlaw Solicitors LLP on completion: To be confirmed once the completion date is fixed as the majority of the new advance will be used to redeem the existing PSL loan.
PG Required	Yes, David Andrew Pound will be providing a Personal Guarantee limited to £114,000

1 TITLE

We certify that the Property is:

Tenure:	Freehold
Title Number:	ESX135390
Class of Title:	Title Absolute

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

- c. The Property is registered in the name of the Borrower.
- d. We confirm that the only material **Restrictive Covenants** which affect the Property are set out in the attached Schedule.
- e. We confirm that the only material **Adverse Interests/Rights** affecting the Property are referred to in the Schedule.
- f. No person other than the Borrower has an equitable or overriding interest in the Property save as disclosed in their report.
- g. PSL will obtain a **First Legal Charge** over the Property.
- h. The Property has the benefit of the material **Rights Benefitting** referred to in the Schedule as revealed by the title to the Property.

2 **SEARCHES:**

We confirm we hold:-

- a. Clear Land Registry Priority Search giving PSL priority beyond the date of completion.
- b. "No Search" Indemnity Policy will be instigated on completion in lieu of Local Authority, Water and Drainage and Chancel Repair Searches.
- c. 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 11 November 2022 prepared by PS&B ("**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 shown edged red on the Title Plan and

4 **SECURITY DOCUMENTATION:**

The following security documentation has been properly executed and witnessed (where required), and we hold the originals.

- a. Legal Mortgage To be dated on completion
- b. Debenture To be dated on completion
- c. Guarantee To be dated on completion - £114,000
- d. Director's Certificate to be dated prior to or 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 Borrower's conveyancer.

As agreed, we shall deduct our fees and disbursements from the Advance Amount before forwarding the balance to the Borrower's conveyancer to complete the refinance.

We hold an irrevocable undertaking from the Borrower's conveyancer confirming that following completion they will send a completed AP1 in respect of the Purchase of the Property and registration of PSL's Legal Mortgage, any necessary supporting documentation, and any title documents that are received from the Borrower's conveyancer will be sent to you as required following completion of registration.

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 27 January 2023
Reference:	AZC.113022.173

SCHEDULE

RESTRICTIVE COVENANTS/ADVERSE INTERESTS/RIGHTS

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

1. **Title Matters**

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

Title No	Lender	Charge Date
ESX135390	Proplend Security Limited	26 July 2021

(b) **Price Paid**

The price stated to have been paid on:

Title No	Price Paid	Date
ESX135390	£816,826 <i>Please note that the above figure was the price paid for the Property and the land in title number ESX146503 (the adjoining property known as Unit 2 Clifton Mews)</i>	3 December 2007

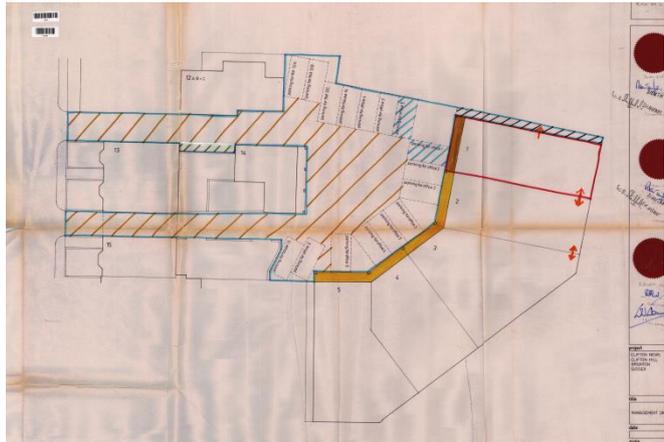
(c) **Property Address:**

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

Title Matters affecting ESX135390		
Date	Document	Comments
31 July 1858	Conveyance (Entry C1)	This conveyance of the land tinted pink on the title plan (and other land) not contained within the title of the Property contained the following covenant: <i>"To maintain the dwarf wall as then built along the north western side of the premises conveyed with stone or compressed coping and uniform iron fence on the same wall the said wall and fence together to be of a height of five feet six inches and no more and should not erect any building on the premises thereby nearer the said boundary wall than sixteen feet."</i>
23 June 1987	Transfer (Entries A2, A3 & C2)	Transferee Covenants - The Transfer contains various covenants which the transferee (the owner of the Property) is required to comply with, and these include: <ul style="list-style-type: none"> To pay a due proportion (defined in the Transfer as being 16% of the total service/estate charge and otherwise a fair proportion) of the total costs incurred by the Management Company in providing the services (detailed below). The payment of the service/estate charge is to be made by quarterly in advance payments. Not to transfer the Property or any part without procuring that the purchaser enters into a direct covenant with the Management Company to comply with the transferee covenants in the Transfer management company as per the transferee's covenants and accepts a transfer of the share in the management company. <i>As has been mentioned in the previous reports on title for this Property it is surprising that there is no restriction on the title</i>

		<p><i>that ensures that a deed of covenant is provided. Without a restriction there is no way of knowing if other owners on the estate have complied with this obligation, and if they haven't there is a chance that the Management Company cannot enforce the payment of the service charge, which could result in the estate falling into disrepair.</i></p> <ul style="list-style-type: none"> • To comply with the covenants set out in Schedule 3 of the Transfer. The covenants in Schedule 3 include but are not limited to the follows: <ul style="list-style-type: none"> ○ Not to use the Property other than as offices within Class II, or such other use for which the Management Company (Clifton Mews Estate (Management) Limited) has first approved in writing (such approval not to be unreasonably withheld or delayed). ○ Not to do or suffer to be done any act or thing on the Property which shall materially and adversely affect the use of the other building and premises comprised within the Estate or which shall be a nuisance or annoyance to other owners or occupier on the Estate ○ Not to obstruct the access road or the footpath or the communal areas or any parking areas on the estate. <p>The Borrower has confirmed through its solicitors that it is not aware of any of the covenants being breach or not observed.</p> <p>Aside from the transfer covenants the Transfer contains the following rights and covenants.</p> <ul style="list-style-type: none"> • The Property was transferred subject to and with the benefit of: <ul style="list-style-type: none"> ○ a Deed of Grant dated 28 May 1985 made between the Transferor, NatWest, and The South Eastern Electricity Board; and ○ a Conveyance dated 9 October 1986 made between The Secretary of State for Social Services and the Transferor <p>The Borrower has covenants to observe and perform the covenants on the part of the Transferor contained within the said Deed and Conveyance. However, these two documents are missing, and therefore an indemnity policy was put on risk when the Property was first financed. When this policy was put on risk (20 July 2018) the limit of indemnity was £900,000. However, the escalator provisions mean that this increased by 10% per annum (compound) so the limit of indemnity is now £1,317,690 (increasing again in July 2023)</p> • The walls erected or to be erected on the Property from the adjoining buildings are deemed to be party walls and are to be maintained accordingly. The Borrower has confirming in replies to CPSE.1 that no party wall notice, awards or agreements have been made.
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- The Transferee (the Borrower) has the exclusive right to use parking spaces shown hatched blue on the below plan.



- The Property enjoys a right of way on foot or with motor vehicles over the communal area shown hatched brown on the above plan together with a right to put refuse bins in the area shown hatched green.
- Maintenance and upkeep of the Estate (being the land edged blue on the above plan) otherwise known as the Communal Land is the responsibility of the Management Company

Management Company Obligations – The Transfer imposes various obligation on the Management Company which include obligations to:

- maintain the accessways and landscaped areas including the area hatched brown (“the Access Road”).
- maintain conduits, walls, fences, parking and forecourts used in common and repair of the wall separating the Estate from the adjoining properties at 1 to 7 (inc.) Clifton Road.
- provide security, cleaning and lighting and refuse collections for the Estate
- maintain Insurance for public liability.
- establish and maintain a sinking fund for replacement of plant, equipment and apparatus, and to establish and maintain a reserve fund for repairs (such monies to be placed on deposit held on trust)
- enforce covenants on the owner of any other part of the Estate.
- if required to enter into a Deed of Covenant with any intended transferee of the Property provided the transferee shall have performed its covenants in the articles of association.

We have been provided with the latest service charge accounts, being those for the year ending 24 December 2021. These accounts confirm that the total expenditure for that year was £5,449.34, and after the surplus was accounted for the total service charge payable was £3,546.94 (16% = £567.39).

Although no later accounts are available, the Borrower’s solicitor has confirmed that the Borrower is not in arrears, and has provided

		us with confirmation that the sum of £516.00 was paid on 14 October 2022.
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2. Occupational Interests

The Property is subject to numerous tenancies, details of which are set out in the enclosed tenancy reports, and the schedule of the tenancies is set out below.

Office	Licencee	Annual Licence Fee	Start Date	End Date
Ground Floor	Mayday Group Ltd	£45,000* (payable monthly)	01.06.2022	30.11.2025**
1 st Floor Front	REV Rooms (Sounds) Ltd	£24,900 (payable quarterly)	14.07.2022	30.11.2025**
1 st Floor Right	REV Rooms (Sounds) Ltd	£9,000 (payable quarterly)	14.07.2022	30.11.2025**
1 st Floor Left	Artsy Clothing Ltd	£5,700 (payable monthly)	01.05.2022	30.11.2025**
2 nd Floor	REV Rooms (Sounds) Ltd	£35,700 (payable quarterly)	14.09.2022	30.11.2025**

**please note that this figure is taken from the licence agreement, and is slightly higher than the figure stated in the valuation.*

***all of the licences lists the end date as **30 November 2025** not 31 November 2025.*

We have been advised by the Borrowers solicitor that at present there are no rent arrears or disputes with any of the licensees.

Further the Borrower has confirmed that they hold deposits equal to 2 months licence fee for each of the licensees.

3. Searches

Date	Search	Material Matters Revealed
	Local	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.
	Water and Drainage	No Search Indemnity will be implemented on completion by the Solicitor acting for the Borrower.
	Chancel Repair	A chancel repair indemnity policy was put on risk when the Property was first refinanced in 2018, and the limit of indemnity on that policy is £900,000. Although this is less than the market value of the Property it should far exceed any chancel repair contribution which might be levied if the Property is subject to a chancel repair liability.
19 January 2023	Environmental	It is now standard procedure to undertake environmental desktop searches in transactions of this nature. However please note the limited nature of the search. The search is undertaken by independent search consultants at a limited cost and is compiled by the search consultants on the basis of inspection of documentary records only accessed by means of a "desk top" search. It does not, of course, arise from a physical inspection of the site. Clearly it will not reveal information which is not recorded in public documentation. The search should therefore be regarded

		<p>as a general guide only. If you have concerns as to possible contamination of the site then you should discuss further with us the need for a more detailed survey (possibly including a site survey). You will understand that we are not qualified to advise on whether or not the search results are acceptable (or the level of risk involved) but we would be happy to discuss any particular queries with you and to consider with you whether further expert advice should be obtained on any matters arising from the search result itself and/or with regard to the site or your proposals generally.</p> <p>Subject to the comments above we would point out that the report has been certified as "Low-Moderate: Acceptable Risk" meaning that in the professional opinion of Groundsure the level of risk associated with the information disclosed in the report:</p> <p>(a) is unlikely to have an adverse effect on the value of the Property, and</p> <p>(b) is not such that the Property would likely be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.</p> <p>It appears that the Property has been designated "Low-Moderate: Acceptable Risk" due to the fact that land in close proximity to the Property used to be used as a hospital, and such a use could have caused contamination. We have provided you with a copy of the environmental search so that the Valuer can consider if the result has an adverse impact on their valuation.</p> <p>Aside from the above the search also reveals the following:</p> <ul style="list-style-type: none"> • The Property is located within an area at a "moderate-high" risk from subsidence. Please note that the buildings insurance we have been provided with shows that subsidence is covered and the excess for each such claim is £2,500 • The Property is in a radon affected area, which means that between 3-5% in the local area are estimated to be affected by radon. Should future residential development be proposed then further investigation and remedial action may need to be taken. • The Property is located within 2.5km of a number of existing and proposed solar and wind energy installations • The Property is located within a conservation area.
<p>Information correct as at 20 January 2023</p>	<p>Company</p>	<p>Name: Two GB Limited</p> <p>Active: Yes</p> <p>Directors: 1 – David Andrew Pounds</p> <p>Secretary: 1 – Debra Helen Stokes</p> <p>Shareholders: 100 issued shares, held as follows:</p> <ul style="list-style-type: none"> • 50 - David Andrew Pounds • 50 – Debra Helen Stokes <p>PSC: 2 – David Andrew Pounds & Debra Helen Stokes</p>

		Purpose:70100 - Activities of head offices (SIC: 70100) Charges: 2, detailed below: <ul style="list-style-type: none"> • Debenture – Proplend Security Limited – dated 26 July 2021; and • Charge – Proplend Security Limited – dated 26 July 2021
Expires: 10 February 2023	Bankruptcy	Clear – against David Andrew Pounds
Expires: 3 March 2023	Land Registry Priority	ESX135390 In favour of Proplend Security Limited Clear
	SRA check	Goodlaw Solicitors LLP (SRA number: 654350)
	Source of Funds	Not applicable, as the new PSL advance is in excess of the sum needed to redeem the existing PSL loan.
	Official Copies	Dated 6 January 2023

OTHER

4. **Buildings Insurance**

We have been provided with a copy of the current buildings insurance which is provided by Allianz, and a copy of this has been provided the PSL. The sum insured on the current policy needs to be increased and PSL have advised that this has been raised directly with the Borrower. We have yet to be provided with a copy of the updated insurance, but PSL have confirmed that no funds will be released until they have received satisfactory insurance documents.

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

Date	Report	Contents
17 March 2015	EPC	We are advised that there is a single EPC for the whole building, and this EPC gives the building an asset rating of D(81). This EPC is valid until 16 March 2025
1 June 2021	Fire Risk Assessment	The latest FRA was prepared by The Fire Risk Assessment Company, and identifies a number of recommended action point. The Borrower has confirmed through its solicitors that all action points have been addressed. In the FRA the assessors suggest that the assessment be reviewed again in March 2023.
July 2004	Asbestos Report	We have received a copy of the 2004 survey, and have been advised that no further surveys have been undertaken as the Borrower does not believe there has been a reason for one to be obtained.
26 May 2022	Air Conditioning Installation Report	We have been provided with an installation report in respect of a new air conditioning unit which was installed in May last year. The Borrower's solicitor has confirmed that this new installation serves the top floor only, and was installed at the cost of the licensee for the top floor (REV Rooms (Sounds) Ltd) who will also be paying to maintain the

		equipment.
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6. **Identification Documents**

We have not yet been provided with any ID for the guarantor and sole director, David Andrew Pounds, and therefore we cannot provide any comment and PSL will need to ensure that they have seen satisfactory ID.

7. **Valuation – Material Matters**

Date	11 November 2022
Market Value	£1,000,000 (with the existing licences) £950,000 (assuming vacant possession)
Estimated Rental Value	£65,000-£70,000 (assuming a full FRI lease within the 1954 Act)
Reinstatement	£925,000
Property	1 Clifton Mews, Brighton, East Sussex BN1 3HR
Use	Office Building
Tenure	Freehold
Further Points	<p>Parking Spaces – The Property has the exclusive right to use two parking spaces on the communal land, please refer to section 1(c) of the Schedule for further details.</p> <p>Courtyard – We can confirm that the Property has a right of way over the courtyard and that the Borrower contributes to the maintenance of this area by way of the service charge payable to the Management Company</p> <p>Nature of the licences – Please refer to the enclosed Licence Reports for our comments on the nature of these tenancies, although there is a strong chance that if an occupier challenged the nature of the tenancy it would be determined that they have a lease and not a licence.</p>

Policies to be put into place on completion
No Search Insurance – £1,000,000 limit of indemnity

Signed by:	
Signature Name:	Alexander Cheele
Position:	Associate
Authorised to sign for and on behalf of:	Paris Smith LLP
Date:	26 January 2023

Title Plan – ESX135390

H.M. LAND REGISTRY		TITLE NUMBER	
		ESX135390	
ORDNANCE SURVEY PLAN REFERENCE	TQ3004	SECTION E	Scale 1/1250
COUNTY	EAST SUSSEX	DISTRICT	BRIGHTON
			© Crown copyright 19



Licence Reports

1	Office Address: Ground Floor Office, 1 Clifton Mews, Brighton BN1 3HR
2	Licensor's name and address: Two GB Limited (company number 06240730 of 1 Clifton Mews, Clifton Hill, Brighton, East Sussex BN1 3HR
3	Licensee's name and address: Craig Huffer Florence & The Mayday Group (company number: 11544565) of 1 Clifton Mews, Clifton Hill, Brighton BN1 3HR
4	<p>Term and Commencement Date: 1 June 2022 until the Licence is determined in accordance with clause 4 (copied below)</p> <p style="margin-left: 20px;">4. TERMINATION</p> <p style="margin-left: 20px;">4.1 This licence shall end on the earliest of:</p> <ul style="list-style-type: none"> (a) 30th November 2025; and (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3. (c) The expiry of not less than 6 months' written notice given by the Licensor to the licensee during the Licence Period. <p>Please note that</p>
5	<p>Rent Provisions</p> <p>Licence Fee: £3,750 per month (£45,000 per annum), payable quarterly in advance</p> <p><u>Please note that the Borrower has confirmed that the Licensee pays monthly not quarterly.</u></p> <p>Premium/Inducements: None</p> <p>Value Added Tax Liability: There is no mention of VAT in the Licence</p> <p>Rent Review Dates and Cycle/Breakage Clause: The licence fee was originally £3,650 per month, but this increased to £3,750 from 1 January 2023</p> <p>Further the Licensor is entitled to raise the licence fee by a maximum of 10% per annum on 30 March of each year from 2024.</p> <p>Service Charges (if applicable): Not applicable, there are no service charge provisions in the licence.</p>
6	<p>Use of Premises: within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987</p> <p>Restrictions on change of use: The Licensee shall not use the Office other than for the permitted use</p>
7	<p>Repairing/Maintaining Obligations: There is no obligation for repairs other than that the Licensee is to keep the Office clean, tidy and clear of rubbish.</p> <p>The Licence also contains a covenant which prevent the Licensee from making any alterations or additions to the Office.</p>
8	Alienation (ie, right to assign, sub-let): The Licence is personal to the Licensee so alienation is not permitted.
9	Insurance Provisions: There are no insurance provisions in the Licence
10	Licensor's Obligations: There are no Licensor obligations in the Licence.
11	Effect of Bank enforcing security: There are no restrictions. The Bank can enforce its security but it will take subject to the terms of the Licence.
12	<p>Forfeiture and re-entry: Not applicable</p> <p>If the Licensee breaches any of the licensee obligations contained in clause 3 of the Licence then the Licensor</p>

	<p>shall be entitled to serve notice on the Licensee and upon the expiry of this notice the Licence shall be terminated.</p> <p><i>Please note that is no timescale for the above notice prescribed in the Licence so the Licensors notice could theoretically expiry with immediate effect.</i></p>
13	<p>Please advise/comment in respect of the following:</p> <p>Assumptions and Disregards Summary: Not applicable.</p> <p>Unusual/Onerous Provisions (including any mentioned above): None. This is a licence.</p> <p>Effect of matters reported above and recommended steps the Bank should take to protect its position: None.</p> <p>Part II Landlord and Tenant Act 1954: The Licence states that that: (1) there is no landlord and tenant relationship between the parties, (2) the Licensor retains control, possession and management of the Office and has the right to exclude the Licensee from the Office, (3) the Licensor has the ability to serve not less than 6 months' notice on the Licensee to require them to move to an alternative office within the building.</p> <p>Notwithstanding the statements made in the Licence if the Licensee in practice has exclusive possession of the Office there is always a chance that they could argue that they have a lease and if this were found to be the case it would most likely be considered a business tenancy which would benefit from the security of tenure provisions set out in the 1954 Act.</p>
14	<p>We confirm that subject to the above:</p> <ul style="list-style-type: none"> • This is a Licence only and is therefore not a full repairing and insuring Lease and is not considered to be an institutional type Lease. • Your Borrower has advised us that the Tenant is: (1) not in breach of any of its obligations under the Licence, and (2) not in arrears of any licence fees or any other sums due under the Licence. • Subject to 13 above, the Licence is not considered to be satisfactory for secured lending but the Licence can effectively be terminated on notice.
1	Office Address: First Floor Front, 1 Clifton Mews, Brighton BN1 3HR
2	Licensor's name and address: Two GB Limited (company number 06240730 of 1 Clifton Mews, Clifton Hill, Brighton, East Sussex BN1 3HR
3	Licensee's name and address: Gavin Shephard, Andrew Gibson, and REV Rooms (Sound) Limited (company number: 12342436) of 1 Rev Rooms, 1 Clifton Mews, Brighton, England BN1 3HR
4	<p>Term and Commencement Date: 14 July 2022 until the Licence is determined in accordance with clause 4 (copied below)</p> <p>4. TERMINATION</p> <p>4.1 This licence shall end on the earliest of:</p> <ul style="list-style-type: none"> (a) 30th November 2025; and (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3. (c) The expiry of not less than 6 months' written notice given by the Licensor to the licensee during the Licence Period.
5	<p>Rent Provisions</p> <p>Licence Fee: £2,075 per month (£24,900 per annum), payable quarterly in advance</p> <p>Premium/Inducements: None</p> <p>Value Added Tax Liability: There is no mention of VAT in the Licence</p>

	<p>Rent Review Dates and Cycle/Breakage Clause: The licence fee was originally £1,850 per month, but this increased to £2,075 from 1 January 2023</p> <p>Further the Licensor is entitled to raise the licence fee by a maximum of 10% per annum on 30 March of each year from 2024.</p> <p>Service Charges (if applicable): Not applicable, there are no service charge provisions in the licence.</p>
6	<p>Use of Premises: within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987</p> <p>Restrictions on change of use: The Licensee shall not use the Office other than for the permitted use</p>
7	<p>Repairing/Maintaining Obligations: There is no obligation for repairs other than that the Licensee is to keep the Office clean, tidy and clear of rubbish.</p> <p>The Licence also contains a covenant which prevent the Licensee from making any alterations or additions to the Office.</p>
8	<p>Alienation (ie, right to assign, sub-let): The Licence is personal to the Licensee so alienation is not permitted.</p>
9	<p>Insurance Provisions: There are no insurance provisions in the Licence</p>
10	<p>Licensor's Obligations: There are no Licensor obligations in the Licence.</p>
11	<p>Effect of Bank enforcing security: There are no restrictions. The Bank can enforce its security but it will take subject to the terms of the Licence.</p>
12	<p>Forfeiture and re-entry: Not applicable</p> <p>If the Licensee breaches any of the licensee obligations contained in clause 3 of the Licence then the Licensor shall be entitled to serve notice on the Licensee and upon the expiry of this notice the Licence shall be terminated.</p> <p><i>Please note that is no timescale for the above notice prescribed in the Licence so the Licensors notice could theoretically expiry with immediate effect.</i></p>
13	<p>Please advise/comment in respect of the following:</p> <p>Assumptions and Disregards Summary: Not applicable.</p> <p>Unusual/Onerous Provisions (including any mentioned above): None. This is a licence.</p> <p>Effect of matters reported above and recommended steps the Bank should take to protect its position: None.</p> <p>Part II Landlord and Tenant Act 1954: The Licence states that that: (1) there is no landlord and tenant relationship between the parties, (2) the Licensor retains control, possession and management of the Office and has the right to exclude the Licensee from the Office, (3) the Licensor has the ability to serve not less than 6 months' notice on the Licensee to require them to move to an alternative office within the building.</p> <p>Notwithstanding the statements made in the Licence if the Licensee in practice has exclusive possession of the Office there is always a chance that they could argue that they have a lease and if this were found to be the case it would most likely be considered a business tenancy which would benefit from the security of tenure provisions set out in the 1954 Act.</p>
14	<p>We confirm that subject to the above:</p> <ul style="list-style-type: none"> • This is a Licence only and is therefore not a full repairing and insuring Lease and is not considered to be an institutional type Lease. • Your Borrower has advised us that the Tenant is: (1) not in breach of any of its obligations under the Licence, and (2) not in arrears of any licence fees or any other sums due under the Licence. • Subject to 13 above, the Licence is not considered to be satisfactory for secured lending but the

	Licence can effectively be terminated on notice.
1	Office Address: First Floor Rear, 1 Clifton Mews, Brighton BN1 3HR
2	Licensor's name and address: Two GB Limited (company number 06240730 of 1 Clifton Mews, Clifton Hill, Brighton, East Sussex BN1 3HR
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5	<p>Rent Provisions</p> <p>Licence Fee: £750 per month (£9,000 per annum), payable quarterly in advance</p> <p>Premium/Inducements: None</p> <p>Value Added Tax Liability: There is no mention of VAT in the Licence</p> <p>Rent Review Dates and Cycle/Breakage Clause: The licence fee was originally £650 per month, but this increased to £750 from 1 January 2023</p> <p>Further the Licensor is entitled to raise the licence fee by a maximum of 10% per annum on 30 March of each year from 2024.</p> <p>Service Charges (if applicable): Not applicable, there are no service charge provisions in the licence.</p>
6	<p>Use of Premises: within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987</p> <p>Restrictions on change of use: The Licensee shall not use the Office other than for the permitted use</p>
7	<p>Repairing/Maintaining Obligations: There is no obligation for repairs other than that the Licensee is to keep the Office clean, tidy and clear of rubbish.</p> <p>The Licence also contains a covenant which prevent the Licensee from making any alterations or additions to the Office.</p>
8	Alienation (ie, right to assign, sub-let): The Licence is personal to the Licensee so alienation is not permitted.
9	Insurance Provisions: There are no insurance provisions in the Licence
10	Licensor's Obligations: There are no Licensor obligations in the Licence.
11	Effect of Bank enforcing security: There are no restrictions. The Bank can enforce its security but it will take subject to the terms of the Licence.

12	<p>Forfeiture and re-entry: Not applicable</p> <p>If the Licensee breaches any of the licensee obligations contained in clause 3 of the Licence then the Licensor shall be entitled to serve notice on the Licensee and upon the expiry of this notice the Licence shall be terminated.</p> <p><i>Please note that is no timescale for the above notice prescribed in the Licence so the Licensors notice could theoretically expiry with immediate effect.</i></p>
13	<p>Please advise/comment in respect of the following:</p> <p>Assumptions and Disregards Summary: Not applicable.</p> <p>Unusual/Onerous Provisions (including any mentioned above): None. This is a licence.</p> <p>Effect of matters reported above and recommended steps the Bank should take to protect its position: None.</p> <p>Part II Landlord and Tenant Act 1954: The Licence states that that: (1) there is no landlord and tenant relationship between the parties, (2) the Licensor retains control, possession and management of the Office and has the right to exclude the Licensee from the Office, (3) the Licensor has the ability to serve not less than 6 months' notice on the Licensee to require them to move to an alternative office within the building.</p> <p>Notwithstanding the statements made in the Licence if the Licensee in practice has exclusive possession of the Office there is always a chance that they could argue that they have a lease and if this were found to be the case it would most likely be considered a business tenancy which would benefit from the security of tenure provisions set out in the 1954 Act.</p>
14	<p>We confirm that subject to the above:</p> <ul style="list-style-type: none"> • This is a Licence only and is therefore not a full repairing and insuring Lease and is not considered to be an institutional type Lease. • Your Borrower has advised us that the Tenant is: (1) not in breach of any of its obligations under the Licence, and (2) not in arrears of any licence fees or any other sums due under the Licence. • Subject to 13 above, the Licence is not considered to be satisfactory for secured lending but the Licence can effectively be terminated on notice.
1	<p>Office Address: First Floor Rear Left, 1 Clifton Mews, Brighton BN1 3HR</p>
2	<p>Licensor's name and address: Two GB Limited (company number 06240730 of 1 Clifton Mews, Clifton Hill, Brighton, East Sussex BN1 3HR</p>
3	<p>Licensee's name and address: Ruta Lauzikaite & Artsy Clothing Ltd (company number: 13292425) of 1 Clifton Mews, Clifton Hill, Brighton BN1 3HR</p>
4	<p>Term and Commencement Date: 1 May 2022 until the Licence is determined in accordance with clause 4 (copied below)</p> <p style="margin-left: 20px;">4. TERMINATION</p> <p style="margin-left: 20px;">4.1 This licence shall end on the earliest of:</p> <ul style="list-style-type: none"> (a) 30th November 2025; and (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3. (c) The expiry of not less than 6 months' written notice given by the Licensor to the licensee during the Licence Period.
5	<p>Rent Provisions</p> <p>Licence Fee: £475 per month (£5700 per annum), payable quarterly in advance</p> <p><u>Please note that the Borrower has confirmed that the Licensee pays monthly not quarterly.</u></p>

	<p>Premium/Inducements: None</p> <p>Value Added Tax Liability: There is no mention of VAT in the Licence</p> <p>Rent Review Dates and Cycle/Breakage Clause: The licence fee was originally £400 per month, but this increased to £475 from 1 January 2023</p> <p>Further the Licensor is entitled to raise the licence fee by a maximum of 10% per annum on 30 March of each year from 2024.</p> <p>Service Charges (if applicable): Not applicable, there are no service charge provisions in the licence.</p>
6	<p>Use of Premises: within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987</p> <p>Restrictions on change of use: The Licensee shall not use the Office other than for the permitted use</p>
7	<p>Repairing/Maintaining Obligations: There is no obligation for repairs other than that the Licensee is to keep the Office clean, tidy and clear of rubbish.</p> <p>The Licence also contains a covenant which prevent the Licensee from making any alterations or additions to the Office.</p>
8	<p>Alienation (ie, right to assign, sub-let): The Licence is personal to the Licensee so alienation is not permitted.</p>
9	<p>Insurance Provisions: There are no insurance provisions in the Licence</p>
10	<p>Licensor's Obligations: There are no Licensor obligations in the Licence.</p>
11	<p>Effect of Bank enforcing security: There are no restrictions. The Bank can enforce its security but it will take subject to the terms of the Licence.</p>
12	<p>Forfeiture and re-entry: Not applicable</p> <p>If the Licensee breaches any of the licensee obligations contained in clause 3 of the Licence then the Licensor shall be entitled to serve notice on the Licensee and upon the expiry of this notice the Licence shall be terminated.</p> <p><i>Please note that is no timescale for the above notice prescribed in the Licence so the Licensors notice could theoretically expiry with immediate effect.</i></p>
13	<p>Please advise/comment in respect of the following:</p> <p>Assumptions and Disregards Summary: Not applicable.</p> <p>Unusual/Onerous Provisions (including any mentioned above): None. This is a licence.</p> <p>Effect of matters reported above and recommended steps the Bank should take to protect its position: None.</p> <p>Part II Landlord and Tenant Act 1954: The Licence states that that: (1) there is no landlord and tenant relationship between the parties, (2) the Licensor retains control, possession and management of the Office and has the right to exclude the Licensee from the Office, (3) the Licensor has the ability to serve not less than 6 months' notice on the Licensee to require them to move to an alternative office within the building.</p> <p>Notwithstanding the statements made in the Licence if the Licensee in practice has exclusive possession of the Office there is always a chance that they could argue that they have a lease and if this were found to be the case it would most likely be considered a business tenancy which would benefit from the security of tenure provisions set out in the 1954 Act.</p>
14	<p>We confirm that subject to the above:</p> <ul style="list-style-type: none"> This is a Licence only and is therefore not a full repairing and insuring Lease and is not considered to be an institutional type Lease. Your Borrower has advised us that the Tenant is: (1) not in breach of any of its obligations under the Licence, and (2) not in arrears of any licence fees or any other sums due under the Licence.

	<ul style="list-style-type: none"> Subject to 13 above, the Licence is not considered to be satisfactory for secured lending but the Licence can effectively be terminated on notice.
1	Office Address: Second Floor, 1 Clifton Mews, Brighton BN1 3HR
2	Licensor's name and address: Two GB Limited (company number 06240730 of 1 Clifton Mews, Clifton Hill, Brighton, East Sussex BN1 3HR
3	Licensee's name and address: Gavin Shephard, Andrew Gibson, and REV Rooms (Sound) Limited (company number: 12342436) of 1 Rev Rooms, 1 Clifton Mews, Brighton, England BN1 3HR
4	<p>Term and Commencement Date: 14 July 2022 until the Licence is determined in accordance with clause 4 (copied below)</p> <p>4. TERMINATION</p> <p>4.1 This licence shall end on the earliest of:</p> <ul style="list-style-type: none"> (a) 30th November 2025; and (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3. (c) The expiry of not less than 6 months' written notice given by the Licensor to the licensee during the Licence Period.
5	<p>Rent Provisions</p> <p>Licence Fee: £2,975 per month (£35,700 per annum), payable quarterly in advance</p> <p>Premium/Inducements: None</p> <p>Value Added Tax Liability: There is no mention of VAT in the Licence</p> <p>Rent Review Dates and Cycle/Breakage Clause: The licence fee was originally £2,570 per month, but this increased to £2,975 from 1 January 2023</p> <p>Further the Licensor is entitled to raise the licence fee by a maximum of 10% per annum on 30 March of each year from 2024.</p> <p>Service Charges (if applicable): Not applicable, there are no service charge provisions in the licence.</p>
6	<p>Use of Premises: within Use Class B1 of the Town and Country Planning (Use Classes) Order 1987</p> <p>Restrictions on change of use: The Licensee shall not use the Office other than for the permitted use</p>
7	<p>Repairing/Maintaining Obligations: There is no obligation for repairs other than that the Licensee is to keep the Office clean, tidy and clear of rubbish.</p> <p>The Licence also contains a covenant which prevent the Licensee from making any alterations or additions to the Office.</p>
8	Alienation (ie, right to assign, sub-let): The Licence is personal to the Licensee so alienation is not permitted.
9	Insurance Provisions: There are no insurance provisions in the Licence
10	Licensor's Obligations: There are no Licensor obligations in the Licence.
11	Effect of Bank enforcing security: There are no restrictions. The Bank can enforce its security but it will take subject to the terms of the Licence.

12	<p>Forfeiture and re-entry: Not applicable</p> <p>If the Licensee breaches any of the licensee obligations contained in clause 3 of the Licence then the Licensor shall be entitled to serve notice on the Licensee and upon the expiry of this notice the Licence shall be terminated.</p> <p><i>Please note that is no timescale for the above notice prescribed in the Licence so the Licensors notice could theoretically expiry with immediate effect.</i></p>
13	<p>Please advise/comment in respect of the following:</p> <p>Assumptions and Disregards Summary: Not applicable.</p> <p>Unusual/Onerous Provisions (including any mentioned above): None. This is a licence.</p> <p>Effect of matters reported above and recommended steps the Bank should take to protect its position: None.</p> <p>Part II Landlord and Tenant Act 1954: The Licence states that that: (1) there is no landlord and tenant relationship between the parties, (2) the Licensor retains control, possession and management of the Office and has the right to exclude the Licensee from the Office, (3) the Licensor has the ability to serve not less than 6 months' notice on the Licensee to require them to move to an alternative office within the building.</p> <p>Notwithstanding the statements made in the Licence if the Licensee in practice has exclusive possession of the Office there is always a chance that they could argue that they have a lease and if this were found to be the case it would most likely be considered a business tenancy which would benefit from the security of tenure provisions set out in the 1954 Act.</p>
14	<p>We confirm that subject to the above:</p> <ul style="list-style-type: none"> • This is a Licence only and is therefore not a full repairing and insuring Lease and is not considered to be an institutional type Lease. • Your Borrower has advised us that the Tenant is: (1) not in breach of any of its obligations under the Licence, and (2) not in arrears of any licence fees or any other sums due under the Licence. • Subject to 13 above, the Licence is not considered to be satisfactory for secured lending but the Licence can effectively be terminated on notice.