

## HCR Summary Report

**Date:** 19 May 2023  
**Borrower:** Mark and Karen Campbell  
**Property:** Freehold property known as Plot 3, Ackton Hall Enterprise Park, Station Lane, Featherstone WF7 6EQ with registered title WYK501051  
**Lender:** Proplend Security Limited ('Proplend')  
**Transaction:** Re-finance  
**Completion Date:** 19 May 2023



### Background:

Proplend already have a charge secured over the Property in their favour dated 21 May 2020 ('The Charge').

The Borrower's previous term loan facility is coming to an end (20 May 2023) and is due for repayment. The Borrower will be taking out a new term loan facility with Proplend to facilitate the Transaction.

Proplend have requested a summary report on the Property since The Charge.

### Harrison Clark Rickerbys Ltd ('HCR') have been instructed to:

- Act on the redemption by:
  - o preparing a DS1 for signature by Proplend;
  - o requesting any balance of funds from the Borrower and sending to Proplend; and
  - o to register the signed and dated DS1 at the Land registry to remove The Charge.
  
- Act on the new borrowing by carrying out the following work:
  - o HCR are only required to check the title for any updates or changes since The Charge;
  - o HCR do not need to provide a ROT but will prepare a short summary of any significant changes (i.e title, planning and occupancy details) if any;
  - o HCR are not instructed to review, check or validate the previous ROT from ENACT;
  - o It is understood the leases and licences are all on the same form and Proplend don't require us to report on these (save for any new commercial leases – see below);
  - o Given how informal in nature the container licence agreements are HCR will not be reviewing or reporting on those – Proplend to rely on tenancy schedule previously circulated by Borrower/Broker;
  - o No searches are to be carried out (HCR will obtain indemnity insurance);
  - o HCR will prepare a new charge in favour of Proplend and register it at Land Registry;
  - o HCR are not advising on any aspects of tax;
  - o HCR do not need to advise the Borrower's on the terms of the charge or loan as they are on the same basis as before; and
  - o It is understood there is no specialist planning, construction, development or agricultural input required.

**General Summary:**

- There have been no updates to the Property’s registered title since the Charge;
- An OS1 in favour of Proplend to register the new charge has been ordered and has a priority period until 14 June 2023;
- The Borrower has in place a building’s insurance policy which has been approved by Proplend – please see summary as noted in the ‘Building Insurance’ section below.
- The Borrower has confirmed the following (please also see Enquiries Section below):
  - o No updates to planning since The Charge; and
  - o No updates to the commercial occupation of the units at the Property – save for the lease summaries as specified later in this report:
  - o Whilst HCR are not required to report on the storage containers the Borrower has confirmed: *“The containers are on a more in formal basis which I agree in person with each customer and then confirm by email for each new tenant, most containers 80% are let to individuals who have had the container/containers for longer than 12 months with another 10-15% to people who have these from 6-12 months and the remaining 5% are people who maybe moving house and just need storage for 1-6 months.”*

**Disclosures/Points to Note:**

Issue	Solicitor’s recommendation to remove / mitigate the risk	Has the valuer provided comment on the risk? If so, please detail	Do you consider the issue prevents the title being certified good and marketable?
<p><b><u>Title Plan</u></b></p> <p>The Security Property’s boundary in the valuation report appears to differ to the Title plan’s north west boundary – see below.</p> 	<p>We understand that the buildings on the property have been established for many years and we trust that this was considered and highlighted when The Charge was put in place in May 2020.</p>	<p>On the basis that the Borrower has confirmed that all buildings fall within the red boundary line on the title plan the valuer has confirmed if has no impact on value.</p>	<p>No, subject to the comments in this disclosure.</p>

<p><b><u>Leases – Security of Tenure</u></b></p> <p>The leases are monthly rolling leases and are therefore not outside of the 1954 Landlord and Tenant Act resulting in the likely position that the Tenants will benefit from security of tenure. This means the Tenant acquires certain rights protected by statute and could request a new lease on similar rental terms (including rent, irrespective of market value) and does not have to immediately vacate the Property.</p>	<p>None – advisory only. Leases are already drafted.</p>	<p>N/A</p>	<p>No</p>
<p><b><u>Leases – alienation clauses</u></b></p> <p>The alienation clauses in the leases have been drafted slightly ambiguously and it is unclear as to what rights the tenants have (i.e do they need landlord consent to be able to assign, sublet or part with possession of the whole or part). Copy of the wording inserted below:</p> <div data-bbox="209 869 855 1099" style="border: 1px solid black; padding: 5px;"> <p>This agreement is personal to the Tenant and may not be assigned and the Tenant may neither part with or share possession of the premises or any part thereof not sub-let or sub-licence the whole or any part of the premises. Not to assign, underlet or grant any licence in respect of the premises or any part thereof, nor part</p> </div> <div data-bbox="209 1122 826 1227" style="border: 1px solid black; padding: 5px;"> <p>with or share possession or occupation thereof or any part thereof, without the landlord's written consent.</p> </div>	<p>None advisory only.</p> <p>The lease has already been drafted and entered into. The Borrower has confirmed that the intention behind them is that <i>“This is for different cases to be set out and agreed i.e. sub let etc but only with our written approval and prior to ant agreements.”</i></p>	<p>N/A</p>	<p>No</p>
<p><b><u>Fire Risk Assessment</u></b></p> <p>Occupiers and owners of commercial property are under a duty to regularly review the risk of fire at a property. The current fire risk assessment is dated July 2020 and could be considered 'out of date'.</p>	<p>None advisory only. Proplend have commented: <i>“We are happy that you make a strong recommendation to Mark that a new Fire Risk Assessment is carried out within three months (and to send us a copy of the report), but we are equally happy that it doesn't need to be a formal Condition Subsequent, or require an Undertaking.”</i></p>	<p>N/A</p>	<p>No. Especially if a FRA is forthcoming over the next few months.</p>

**Enquiries Raised with the Borrower and the replies (in red);**

1. Please confirm that the access way from the adopted highway to the property (in the middle of the business park) continues to be used without any challenge, interruption or obstruction? **No access issues**
2. Please also confirm:
  - a. that you continue to pay towards the reasonable costs of the repair of the access way; **We have never had to pay anything**
  - b. if there is any scheduled maintenance for any works to the access way; **No** and
  - c. if you owe any arrears towards the costs of maintenance? **No**
3. Please confirm if the use of the Property has changed since May 2020 at all? **No**
4. Please confirm if you or any occupiers have obtained, tried to obtain, or are in the process of obtaining any planning permissions for the property (whether for use or any works) since May 2020? **No**
5. Have any works been carried out to the Property since May 2020? If so, please provide copies of the relevant building regulation approvals/certificates; **No**
6. Please confirm if there are any arrears of rent from the property's occupiers? **No**
7. Please confirm that the current rental income continues to be circa £97k for the Property (please note Proplend may require evidence of this); **Yes it is**
8. We note from the leases that you, as Landlord, are responsible for the maintenance and repair of the exterior of the Property and the insurance and that no service charge nor insurance rent is recovered from the tenants – can you confirm that these costs are wrapped up in the monthly rent charged? **The tenants are responsible for insuring their own goods, we look after the exterior of the property only. We only insure the building and look after any external maintenance.**
9. In the event there are any common areas of the property (or parts which you as Landlord maintain such as the exterior) please provide copies of the latest fire risk assessments and asbestos reports; **[received although from 2020 – see disclosure table]**
10. Please provide the EPC for the property/the units; **[received] – Unit 9 is valid until 27.05.2029**
11. Has the Property been opted to tax? i.e do your tenants pay VAT on their rent; **No**
12. Please confirm if anyone has tried to exercise any rights over the Property; **No**
13. Please provide any copies of any indemnity policies you may have for the property; **We don't have any** and
14. Please confirm if you have received any notices or expect to receive any notices or are in any correspondence in connection with any of the following (including any disputes):
  - a. Neighbours;
  - b. Occupants/Tenants;
  - c. Any statutory/regulatory regimes or authorities/utility bodies; and
  - d. Any rights, reservations, covenants or charges over the property.

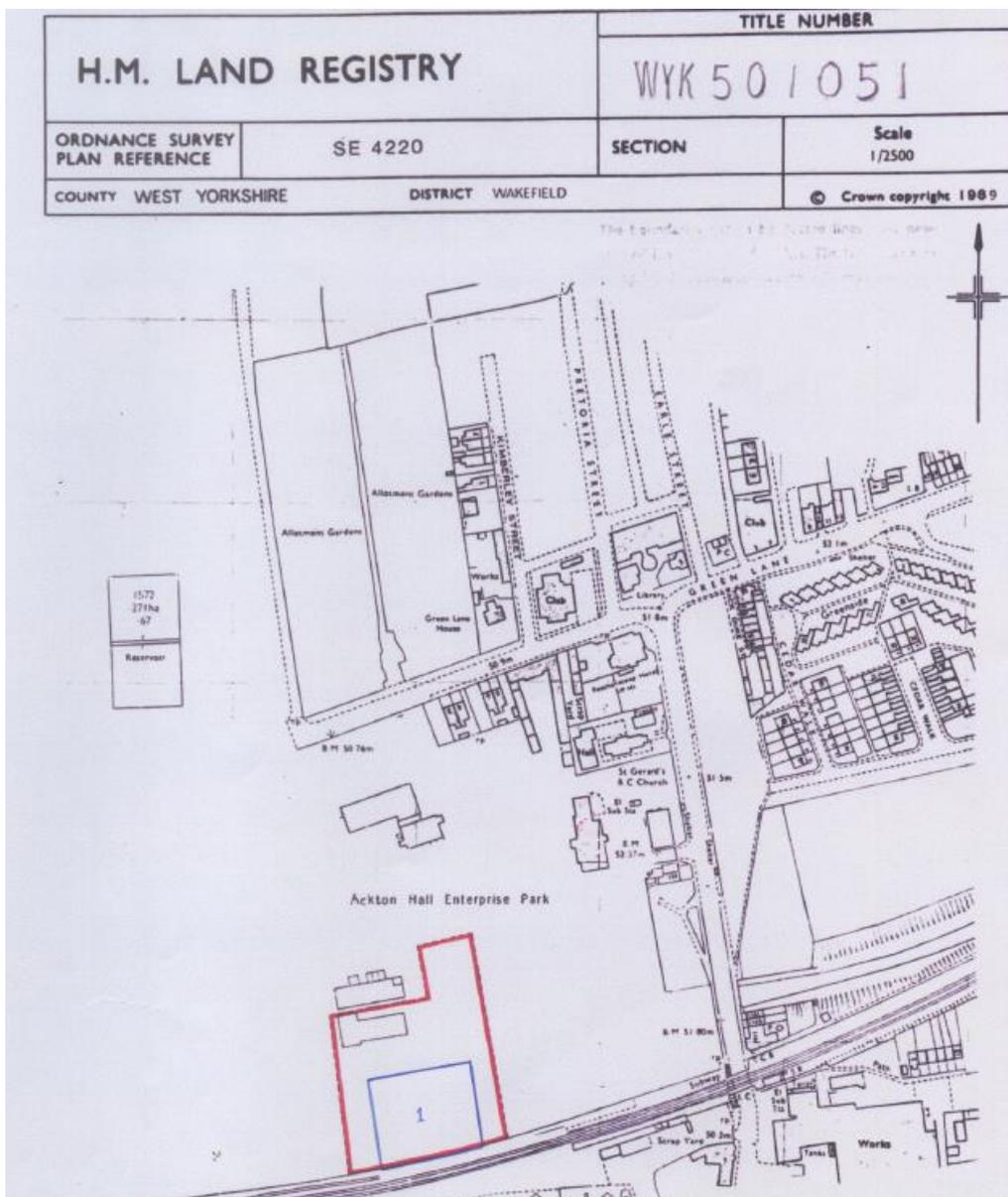
**No to all**

**Buildings Insurance:**

The current policy is in place over the Property. Proplend have already approved this:

Name of insurer	AXA Insurance UK plc
Address of insurer	20 Gracechurch Street, London, EC3V 0BG
Policy number	BN PPP 7052697
Policy renewal date	14 May 2024
Sum insured	Buildings Insurance: £1,500,947 Market Rent: £293,076 (36 months)

**Property Title Plan:**

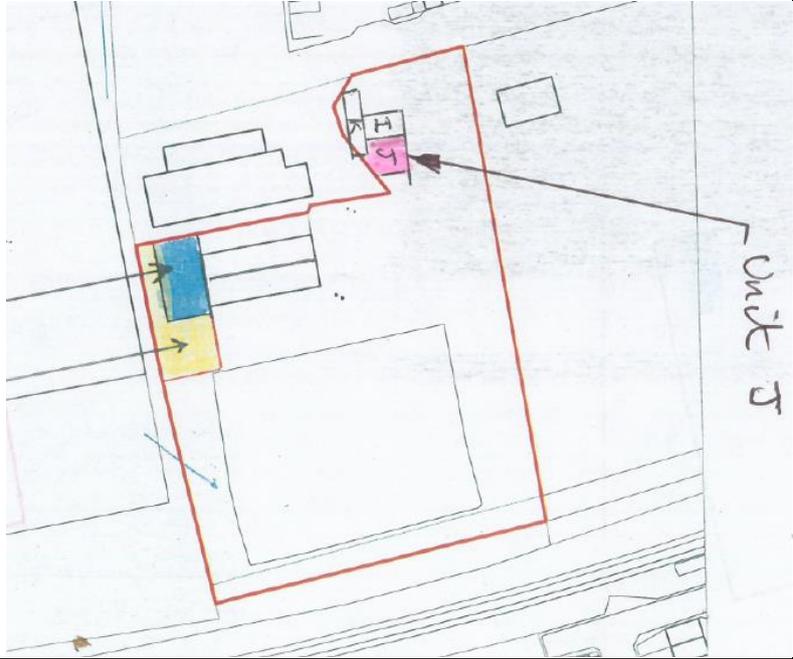


### Commercial Tenants at the Property:

Please see below lease summaries for those leases which have been granted since The Charge:

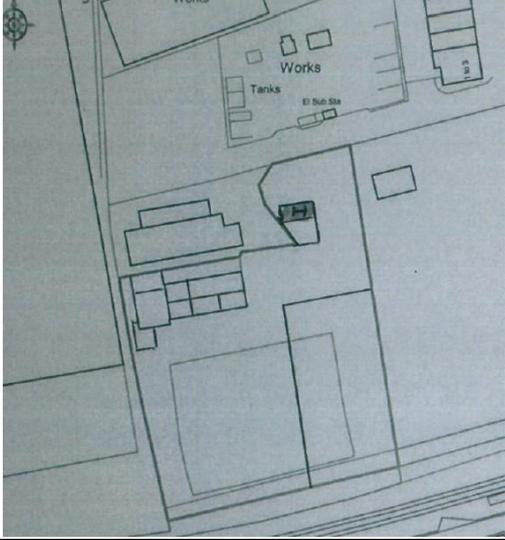
#### **Unit J & Container, 15 Ackton Hall Enterprise Park, Station Lane, Featherstone WF7 6EQ**

Date:	26/04/2022
Term:	Monthly tenancy
Expiry date:	The tenancy does not provide.
Current tenant:	Mr Wayne Towler
Current rent (per annum) & Break Clause:	£500 per month payable on the 1 <sup>st</sup> day of the month until tenancy is determined by either party, on a three months' notice.
Description as detailed in the Lease (if only part of the Security Property is let):	Unit J & Container, 15 Ackton Hall Enterprise Park, Featherstone.
Property Use:	<p>Office, seven days per week.</p> <p>To use the premises for the permitted use only, and not to use the said premises for any other purposes without the landlord's consent ( such consent not to be unreasonably withheld).</p> <p>Not to use the premises for sleeping purposes or permit any person to sleep on the premises. Not to use the premises for any immoral or illegal purposes or any activities which are dangerous or offensive and may cause nuisance or annoyance to the landlord or other owner or occupier of any part of the building.</p> <p>Not to overload the floors of the premise and not to store any dangerous inflammable or explosive substances or obstruct any other part of the property.</p>
Provisions for rent review:	None/the tenancy does not provide.
Lease requirements in relation to insurance:	<p>The Tenant is to pay any special insurance risk premium arising from their particular use of the premises within 14 days of receipt of the statement of account.</p> <p>The tenant is to keep any glass in the premises insured for its full replacement cost with reputable insurers and to give the landlord details of the insurance on request.</p> <p>To have in force a public liability insurance with reputable insurers and not to do or omit to doing anything which may invalidate the landlord's insurance.</p> <p>The landlord is to insure the property (but not the contents) against loss or damage by fire or tempest, in full value and to cause all money received by virtue of such insurances to used in order to reinstate the premises.</p>

<p>Repairing obligations in the lease:</p>	<p>Landlord: To keep the exterior of the premises and all boundary walls and fences, drains, soil and other pipes held in tenable repair order and condition. Provided that this shall not oblige the landlord to put and maintain the premises in any better condition than they currently are.</p> <p>Tenant: To keep in good state of repair the interior of the premises including doors, window frames and sanitary fittings. At the expiration or sooner determination of the term to remove any machinery or tenants trade equipment, making good any damage caused and to yield up the premises with all fixtures and additions in good and substantial repair order and condition.</p>
<p>Within Part 2 of the Landlord and Tenant Act 1954:</p>	<p>Yes <del>AN</del></p>
<p>Lease Plan</p>	 <p>The lease plan is a hand-drawn diagram of a building layout. A large red rectangle outlines the main building footprint. Inside this footprint, there are several smaller colored areas: a blue rectangle, a yellow rectangle, and a pink rectangle. Arrows point from these colored areas to specific parts of the building. To the right of the main building footprint, there is a handwritten label 'Unit 5' with an arrow pointing to a small pink area. The drawing also shows some external walls and what appears to be a road or driveway at the bottom.</p>
<p>Any unusual Terms:</p>	<p>See disclosure table.</p> <p>The lease does not grant any rights for the Tenant to use the common parts of the wider estate including for access. This is more detrimental to the Tenant than the Landlord/Borrower and we suspect that the tenant has not had any issues in accessing the common parts.</p>

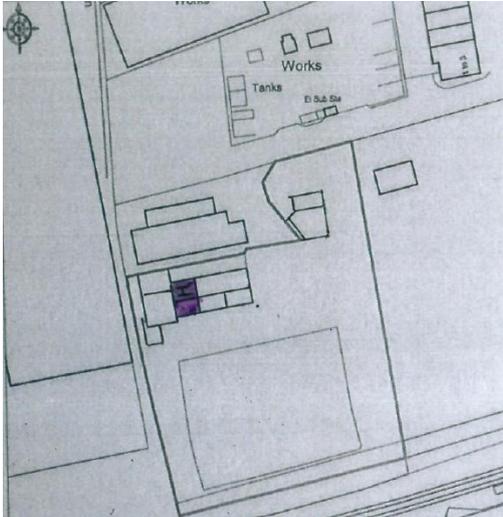
**Unit 1, Plot 3, Ackton Hall Enterprise Park, Station Lane, Featherstone WF7 6EQ**

Date:	01/08/2020
Term:	Monthly tenancy
Expiry date:	The tenancy does not provide.
Current tenant:	Carl Jeffery & Tiffany Jeffery (CAT Boutique Auctions)
Current rent (per annum) & Break Clause:	£280 per month payable on the 1 <sup>st</sup> day of the month until tenancy is determined by either party, on a three months' notice. Rental to be excluded of business rates (and VAT if applicable)
Description as detailed in the Lease (if only part of the Security Property is let):	Unit 1, office/warehouse manufacturing outbuilding forming part of Plot 3, Ackton Hall Enterprise Park, Featherstone WF7 6EQ
Property Use:	<p>Storage facility, office/warehouse manufacturing outbuilding, subject to landlords consent not to be unreasonably withheld or delayed.</p> <p>To use the premises for the permitted use only, and not to use the said premisses for any other purposes without the landlord's consent (such consent not to be unreasonably withheld).</p> <p>Not to use the premises for sleeping purposes or permit any person to sleep on the premises. Not to use the premises for any immoral or illegal purposes or any activities which are dangerous or offensive and may cause nuisance or annoyance to the landlord or other owner or occupier of any part of the building.</p> <p>Not to overload the floors of the premise and not to store any dangerous inflammable or explosive substances or obstruct any other part of the property.</p>
Provisions for rent review:	None/The tenancy does not provide.
Lease requirements in relation to insurance:	<p>The Tenant is to pay any special insurance risk premium arising from their particular use of the premises within 14 days of receipt of the statement of account.</p> <p>The tenant is to keep any glass in the premises insured for its full replacement cost with reputable insurers and to give the landlord details of the insurance on request.</p> <p>To have in force a public liability insurance with reputable insurers and not to do or omit to doing anything which may invalidate the landlord's insurance.</p>

	<p>The landlord is to insure the property (but not the contents) against loss or damage by fire or tempest, in full value and to cause all money received by virtue of such insurances to be used in order to reinstate the premises.</p>
<p>Repairing obligations in the lease:</p>	<p>Landlord: To keep the exterior of the premises and all boundary walls and fences, drains, soil and other pipes held in tenable repair order and condition. Provided that this shall not oblige the landlord to put and maintain the premises in any better condition than they currently are.</p> <p>Tenant: To keep in good state of repair the interior of the premises including doors, window frames and sanitary fittings.</p> <p>At the expiration or sooner determination of the term to remove any machinery or tenants trade equipment, making good any damage caused and to yield up the premises with all fixtures and additions in good and substantial repair order and condition.</p>
<p>Within Part 2 of the Landlord and Tenant Act 1954:</p>	<p>Yes <del>AN</del></p>
<p>Lease Plan</p>	
<p>Any unusual Terms:</p>	<p>Please see disclosure table.</p> <p>The lease does not grant any rights for the Tenant to use the common parts of the wider estate including for access. This is more detrimental to the Tenant than the Landlord/Borrower and we suspect that the tenant has not had any issues in accessing the common parts.</p>

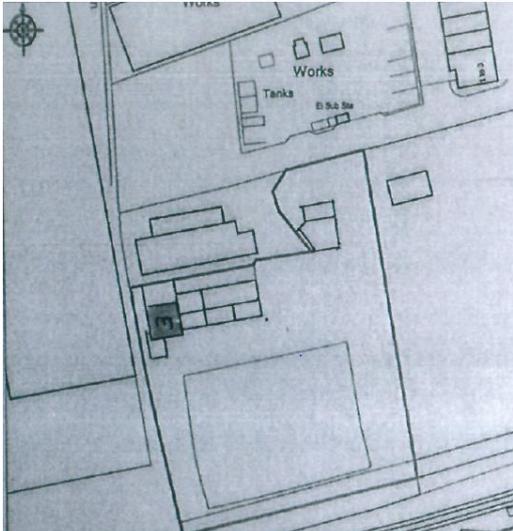
**Unit H, Plot 3, Ackton Hall Enterprise Park, Station Lane, Featherstone WF7 6EQ**

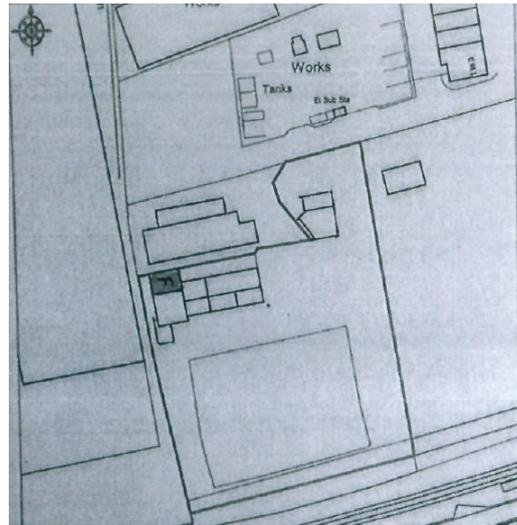
Date:	23/06/2020
Term:	Monthly tenancy
Expiry date:	The tenancy does not provide.
Current tenant:	Steve Loveridge
Current rent (per annum) & Break Clause:	<p>£500 per month payable on the 23<sup>rd</sup> day of the month until tenancy is determined by either party, on a three months' notice.</p> <p>Rental to be excluded of business rates (and VAT if applicable)</p>
Description as detailed in the Lease (if only part of the Security Property is let):	Unit H, office/warehouse manufacturing outbuilding forming part of Plot 3, Ackton Hall Enterprise Park, Featherstone WF7 6EQ
Property Use:	<p>Storage facility, office/warehouse manufacturing outbuilding, subject to landlords consent not to be unreasonably withheld or delayed.</p> <p>To use the premises for the permitted use only, and not to use the said premisses for any other purposes without the landlord's consent (such consent not to be unreasonably withheld).</p> <p>Not to use the premises for sleeping purposes or permit any person to sleep on the premises. Not to use the premises for any immoral or illegal purposes or any activities which are dangerous or offensive and may cause nuisance or annoyance to the landlord or other owner or occupier of any part of the building.</p> <p>Not to overload the floors of the premise and not to store any dangerous inflammable or explosive substances or obstruct any other part of the property.</p>
Provisions for rent review:	None/The tenancy does not provide.
Lease requirements in relation to insurance:	<p>The Tenant is to pay any special insurance risk premium arising from their particular use of the premisses within 14 days of receipt of the statement of account.</p> <p>The tenant is to keep any glass in the premises insured for its full replacement cost with reputable insurers and to give the landlord details of the insurance on request.</p> <p>To have in force a public liability insurance with reputable insurers and not to do or omit to doing</p>

	<p>anything which may invalidate the landlord's insurance.</p> <p>The landlord is to insure the property (but not the contents) against loss or damage by fire or tempest, in full value and to cause all money received by virtue of such insurances to be used in order to reinstate the premises.</p>
<p>Repairing obligations in the lease:</p>	<p>Landlord: To keep the exterior of the premises and all boundary walls and fences, drains, soil and other pipes held in tenantable repair order and condition. Provided that this shall not oblige the landlord to put and maintain the premises in any better condition than they currently are.</p> <p>Tenant: To keep in good state of repair the interior of the premises including doors, window frames and sanitary fittings.</p> <p>At the expiration or sooner determination of the term to remove any machinery or tenants trade equipment, making good any damage caused and to yield up the premises with all fixtures and additions in good and substantial repair order and condition.</p>
<p>Within Part 2 of the Landlord and Tenant Act 1954:</p>	<p>Yes <del>AN</del></p>
<p>Lease Plan</p>	
<p>Any unusual Terms:</p>	<p>Please see disclosure table.</p> <p>The lease does not grant any rights for the Tenant to use the common parts of the wider estate including for access. This is more detrimental to the Tenant than the Landlord/Borrower and we suspect that the tenant has not had any issues in accessing the common parts.</p>

**Unit E&F, Plot 3, Ackton Hall Enterprise Park, Station Lane, Featherstone WF7 6EQ**

Date:	01/10/2020
Term:	Monthly tenancy
Expiry date:	The tenancy does not provide.
Current tenant:	Matthew Rhodes (MCR Cars Ltd)
Current rent (per annum) & Break Clause:	<p>£780 per month payable on the 1<sup>st</sup> day of the month until tenancy is determined by either party, on a three months' notice.</p> <p>Rental to be excluded of business rates (and VAT if applicable)</p>
Description as detailed in the Lease (if only part of the Security Property is let):	Unit E&F, office/warehouse manufacturing outbuilding forming part of Plot 3, Ackton Hall Enterprise Park, Featherstone WF7 6EQ
Property Use:	<p>Storage facility, office/warehouse manufacturing outbuilding, subject to landlords consent not to be unreasonably withheld or delayed.</p> <p>To use the premises for the permitted use only, and not to use the said premisses for any other purposes without the landlord's consent (such consent not to be unreasonably withheld).</p> <p>Not to use the premises for sleeping purposes or permit any person to sleep on the premises. Not to use the premises for any immoral or illegal purposes or any activities which are dangerous or offensive and may cause nuisance or annoyance to the landlord or other owner or occupier of any part of the building.</p> <p>Not to overload the floors of the premise and not to store any dangerous inflammable or explosive substances or obstruct any other part of the property.</p>
Provisions for rent review:	None/The tenancy does not provide.
Lease requirements in relation to insurance:	<p>The Tenant is to pay any special insurance risk premium arising from their particular use of the premisses within 14 days of receipt of the statement of account.</p> <p>The tenant is to keep any glass in the premises insured for its full replacement cost with reputable insurers and to give the landlord details of the insurance on request.</p>

	<p>To have in force a public liability insurance with reputable insurers and not to do or omit to doing anything which may invalidate the landlord's insurance.</p> <p>The landlord is to insure the property (but not the contents) against loss or damage by fire or tempest, in full value and to cause all money received by virtue of such insurances to be used in order to reinstate the premises.</p>
<p>Repairing obligations in the lease:</p>	<p>Landlord: To keep the exterior of the premises and all boundary walls and fences, drains, soil and other pipes held in tenable repair order and condition. Provided that this shall not oblige the landlord to put and maintain the premises in any better condition than they currently are.</p> <p>Tenant: To keep in good state of repair the interior of the premises including doors, window frames and sanitary fittings.</p> <p>At the expiration or sooner determination of the term to remove any machinery or tenants trade equipment, making good any damage caused and to yield up the premises with all fixtures and additions in good and substantial repair order and condition.</p>
<p>Within Part 2 of the Landlord and Tenant Act 1954:</p>	<p>Yes <del>N</del></p>
<p>Lease Plan</p>	



Any unusual Terms:

Please see disclosure table.

The lease does not grant any rights for the Tenant to use the common parts of the wider estate including for access. This is more detrimental to the Tenant than the Landlord/Borrower and we suspect that the tenant has not had any issues in accessing the common parts.

**Unit A/B/C/D, Plot 3, Ackton Hall Enterprise Park, Station Lane, Featherstone WF7 6EQ**

Date:	01/06/2020 - June 2028
Term:	Monthly tenancy
Expiry date:	The tenancy does not provide.
Current tenant:	Dean Parkin (T/A West Yorkshire Auto's Ltd)
Current rent (per annum) & Break Clause:	<p>£1,800 per month payable on the 1<sup>st</sup> day of the month until tenancy is determined by either party, on a three months' notice.</p> <p>Rental to be excluded of business rates (and VAT if applicable)</p>
Description as detailed in the Lease (if only part of the Security Property is let):	Unit A/B/C/D, office/warehouse manufacturing outbuilding forming part of Plot 3, Ackton Hall Enterprise Park, Featherstone WF7 6EQ
Property Use:	<p>Storage facility, office/warehouse manufacturing outbuilding, subject to landlords consent not to be unreasonably withheld or delayed.</p> <p>To use the premises for the permitted use only, and not to use the said premisses for any other purposes without the landlord's consent (such consent not to be unreasonably withheld).</p> <p>Not to use the premises for sleeping purposes or permit any person to sleep on the premises. Not to use the premises for any immoral or illegal purposes or any activities which are dangerous or offensive and may cause nuisance or annoyance to the landlord or other owner or occupier of any part of the building.</p> <p>Not to overload the floors of the premise and not to store any dangerous inflammable or explosive substances or obstruct any other part of the property.</p>
Provisions for rent review:	None/The tenancy does not provide.
Lease requirements in relation to insurance:	<p>The Tenant is to pay any special insurance risk premium arising from their particular use of the premisses within 14 days of receipt of the statement of account.</p> <p>The tenant is to keep any glass in the premises insured for its full replacement cost with reputable insurers and to give the landlord details of the insurance on request.</p> <p>To have in force a public liability insurance with reputable insurers and not to do or omit to doing</p>

	<p>anything which may invalidate the landlord's insurance.</p> <p>The landlord is to insure the property (but not the contents) against loss or damage by fire or tempest, in full value and to cause all money received by virtue of such insurances to be used in order to reinstate the premises.</p>
<p>Repairing obligations in the lease:</p>	<p>Landlord: To keep the exterior of the premises and all boundary walls and fences, drains, soil and other pipes held in tenable repair order and condition. Provided that this shall not oblige the landlord to put and maintain the premises in any better condition than they currently are.</p> <p>Tenant: To keep in good state of repair the interior of the premises including doors, window frames and sanitary fittings.</p> <p>At the expiration or sooner determination of the term to remove any machinery or tenants trade equipment, making good any damage caused and to yield up the premises with all fixtures and additions in good and substantial repair order and condition.</p>
<p>Within Part 2 of the Landlord and Tenant Act 1954:</p>	<p>Yes <del>A</del></p>
<p>Lease Plan:</p>	
<p>Any unusual Terms:</p>	<p>Please see disclosure table.</p> <p>The lease does not grant any rights for the Tenant to use the common parts of the wider estate including for access. This is more detrimental to the Tenant than the Landlord/Borrower and we suspect that the tenant has not had any issues in accessing the common parts.</p>



**Signed:**

**Name:** Emme Raynsford

For an on behalf of **Harrison Clark Rickerbys**

**Date:** 19 May 2023