Companies House

MR01(ef)

Registration of a Charge

Company name: **HUNGATE (YORK) REGENERATION LIMITED**

Company number: **04339730**

X6H5OV9N

Received for Electronic Filing: **16/10/2017**

Details of Charge

Date of creation: **13/10/2017**

Charge code: **0433 9730 0005**

Persons entitled: **WHITE ROSE PROPERTY INVESTMENTS NO.2 LIMITED**

Brief description: **THE FREEHOLD LAND AND BUILDINGS AT HUNGATE, YORK, BEING ALL THAT PROPERTY REGISTERED AT LAND REGISTRY UNDER TITLE NUMBER NYK322526 AS SHOWN EDGED RED ON THE PLAN ATTACHED AT PART 1 OF THE SCHEDULE, SAVE FOR THAT PART AS SHOWN EDGED GREEN ON THE PLAN ATTACHED AT PART 2 OF THE SCHEDULE (FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT).**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **WALKER MORRIS LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4339730

Charge code: 0433 9730 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th October 2017 and created by HUNGATE (YORK) REGENERATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2017 .

Given at Companies House, Cardiff on 18th October 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 13 October **2017**

HUNGATE (YORK) REGENERATION LIMITED (1)

and

WHITE ROSE PROPERTY INVESTMENTS NO.2 LIMITED (2)

FIXED CHARGE

THIS FIXED CHARGE IS SUBJECT TO THE TERMS OF THE DEED OF PRIORITIES AND THE INTERCREDITOR AGREEMENT (BOTH AS DEFINED HEREIN)

WALKER MORRIS LLP
Kings Court
12 King Street
LEEDS
LS1 2HL
Tel: 0113 2832500
Fax: 0113 2459412
Ref: IAA/LOD/HUN.657-16

CONTENTS

THIS FIXED CHARGE is made on 13 October 2017

BETWEEN:

(1) **HUNGATE (YORK) REGENERATION LIMITED** (Registered no: 04339730) whose registered office is at Millshaw, Leeds, West Yorkshire LS11 8EG (the **Company**); and

(2) **WHITE ROSE PROPERTY INVESTMENTS NO.2 LIMITED** (Registered no: 06006475) whose registered office is at Millshaw, Leeds, West Yorkshire LS11 8EG (the **Lender** which expression shall include its successors and assignees whether direct or indirect).

1 INTERPRETATION

1.1 In this Fixed Charge:

Bank means National Westminster Bank PLC;

Business Day means any day of the week other than a Saturday, a Sunday or a national holiday in England;

Charged Property means the whole or any part of the property of the Company from time to time mortgaged, charged or assigned to the Lender under this Fixed Charge;

Costs means all outgoings, payments, losses, liabilities, costs, claims, demands, charges or expenses of any kind on a full indemnity basis including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax to be charged on any of those things;

Deed of Priorities means a deed of priorities to be entered into between (1) the Lender, (2) LLRY and (3) the Company in respect of (amongst other things) this Fixed Charge and the LLRY Fixed Charge on or around the date of this Fixed Charge;

Development Facility Agreement means the £16,700,000 facility agreement entered into between (1) the Company and (2) the Bank (in various capacities) on or around the date of this Fixed Charge;

Enforcement Costs means all Costs incurred by the Lender or any receiver in taking, perfecting, enforcing or exercising any of the Lender's security or their respective rights and powers;

Finance Documents means the Loan Agreement, this Fixed Charge and the Deed of Priorities;

Financial Collateral has the meaning given to that expression in the Financial Collateral Regulations;

Financial Collateral Regulations means the Financial Collateral Arrangements (No.2) Regulations 2003;

Intercreditor Agreement means an intercreditor agreement entered into between (1) the Bank, (2) the Lender, (3) LLRY and (4) the Company on or around the date of this Fixed Charge;

Land means:

(a) the freehold land and buildings at Hungate, York, being all that property registered at Land Registry under title number NYK322526 as shown edged red on the plan attached at Part 1 of the Schedule, save for that part as shown edged green on the plan attached at Part 2 of the Schedule; and

(b) the freehold land and buildings lying to the north-west of Foss Island Road, York, being all that property registered at Land Registry under title number NYK148037 as shown edged red on the plan attached at Part 3 of the Schedule,

and any reference to Land shall include any buildings or fixtures and fittings attached to that Land, any rents or income receivable from any right or interest granted in respect of that Land and any rights or agreements relating to or benefiting that Land or any of the foregoing;

LLRY means Lend Lease Residential (Yorkshire) Limited (company number: 02910258);

LLRY Fixed Charge means a fixed charge in respect of the Land to be granted by (1) the Company in favour of (2) LLRY on or around the date of this Fixed Charge;

Loan Agreement means a facility agreement in respect of a secured on demand loan facility in an amount of up to £5,815,169.50 to be entered into between (1) the Lender and (2) the Company dated on or around the date of this Fixed Charge;

Permitted Payment Account means the account from time to time in the name of the Company with [redacted] and designated as the permitted payment account (as renewed, redesignated, replaced or renumbered from time to time) maintained pursuant to clause 11.1.1(c) of the Development Facility Agreement;

Permitted Payment Account Balance means all monies (including interest) from time to time standing to the credit of the Permitted Payment Account and shall include, where the context requires, any portion of such amount;

Receiver means any person appointed or to be appointed by the Lender as receiver or receiver and manager pursuant to this Fixed Charge;

Secured Liabilities means all monies, debts, obligations and liabilities from time to time due, owing or incurred by the Company to the Lender of any kind pursuant to the Finance Documents, whether present, future, actual or contingent, and in any currency (whether incurred alone or jointly with another), together with the Lender's charges, commission, interest and Enforcement Costs;

Security Financial Collateral Arrangement has the meaning given to that expression in the Financial Collateral Regulations; and

VAT means Value Added Tax.

1.2 References to statutes and statutory provisions shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation.

1.3 References to property shall include any interest (legal or equitable) in real or personal property and any thing in action.

1.4 References to this Fixed Charge shall include the Schedule.

1.5 Words importing the singular shall include the plural and vice versa.

1.6 References to this Fixed Charge and to any provisions of it, or to any other document shall be construed as references to the document in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time.

1.7 Clause headings are for ease of reference only and are not to affect the interpretation of this Fixed Charge.

1.8 The terms of the documents under which the Secured Liabilities arise and of any side letters between the Lender and the Company in relation to them are incorporated in this Fixed Charge to the extent required for any purported disposition of the Charged Property (or any of it) contained in this Fixed Charge to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 CHARGE

The Company covenants to discharge and indemnify the Lender in respect of the Secured Liabilities on demand and as a continuing security for such discharge and indemnity and with full title guarantee the Company gives the following charges to the Lender in respect of the Company's property whether existing or owned now or in the future:

2.1 a fixed charge by way of legal mortgage in respect of the Land;

2.2 fixed charges in respect of:

2.2.1 to the extent that the Land is not effectively mortgaged in the Lender's favour by clause 2.1, the Land;

2.2.2 all insurance policies and the proceeds of any insurance in respect of the Land;

2.2.3 the benefit of any statutory compensation received or receivable in respect of any Land whether arising under any powers to compulsorily acquire or otherwise;

2.2.4 any goodwill relating to any charged Land or the business or undertaking conducted from or at that Land;

2.2.5 all its right title and interest in and to:

(a) the Permitted Payment Account; and

(b) the Permitted Payment Account Balance,

together with all interest thereon and all rights, benefits and proceeds thereof.

3 COVENANTS

The Company shall:

3.1 save for any security interest permitted pursuant to the terms of the Loan Agreement, not create, purport to create or allow to subsist, any mortgage, charge, assignment, pledge, lien, right of set off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) over the whole or any part of the Charged Property;

3.2 not without the prior written consent of the Lender sell, lease or hire or otherwise dispose of the whole or any part of, or any interest in, the Charged Property;

3.3 at all times keep all chattels comprising part of the Charged Property in good and substantial repair and condition and fit for purpose and where it is uneconomic to repair any part of them shall replace such part by another similar asset of equal or greater quality and value;

3.4 if so required by the Lender affix to such of the Charged Property as the Lender shall specify such plaques, name plates, notices, boiler plates or other forms of wording of reasonable size and type in a readily visible position as the Lender may require to the effect that the same are charged to the Lender;

3.5 duly and punctually pay all rates, rents, taxes and other outgoings or liabilities of whatever nature in respect of any Land forming part of the Charged Property or at which any Charged Property may be kept or stored;

3.6 not grant, or accept a surrender of, or vary any lease or licence of any if its Land or consent to a tenant assigning or sub-letting;

3.7 not dispose of, part with, or share possession or occupation of any of its Land;

3.8 repair and keep in good and substantial repair, and if necessary rebuild or reinstate, all buildings or other erections, any services for such buildings and any fixtures and fittings at any time in or upon any of its Land;

3.9 not, without the prior written consent of the Lender, make any structural alteration to any buildings or other erections on any of its Land or commence any development or apply for any planning consent for the development or change of use thereof and not do or allow or omit to be done anything which might adversely affect the value or marketability of its Land;

3.10 permit the Lender or its agents with or without surveyors, workmen and others at all reasonable times to inspect any Land including without limitation any premises upon which any of the Charged Property may be kept or stored to view the state of repair of such Land and other assets and to carry out at the Company's expense any repairs thereto which the Lender considers necessary (without thereby becoming liable as a mortgagee in possession) and it is agreed that all Costs incurred by the Lender in respect thereof shall form part of the Secured Liabilities;

3.11 keep all Charged Property comprehensively insured for its full reinstatement cost (including if requested by the Lender, terrorism cover) with such insurers and otherwise on such terms as the Lender shall consider necessary, in the joint names of the Company and the Lender or (if the Lender shall so agree) with the interest of the Lender duly noted on the policy;

3.12 notify the Lender of any circumstances that may give rise to any insurance claim and hold on trust for the Lender all proceeds of any insurance of the Charged Property. At the Lender's option, the Company will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Liabilities whether or not then due;

3.13 punctually pay all premiums and other monies necessary for keeping the aforesaid insurances in force;

3.14 deposit with the Lender all insurance policies (or copies where the Lender agrees);

3.15 deposit with the Lender all deeds and documents of title relating to the Land;

3.16 not, without the Lender's written consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations;

3.17 provide the Lender with such additional financial and other information concerning the Company as the Lender shall request from time to time including without limitation any relating to a lender's obligation to know its customer; and

3.18 not, without the prior written consent of the Lender, make any withdrawal or direct any payment to be made from the Permitted Payment Account.

4 FURTHER ASSURANCE

4.1 The Company will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further secure the payment or discharge of the Secured Liabilities.

4.2 The Company applies to the Chief Land Registrar for a restriction to be entered on the Register of Title of the Land in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [the date of this Fixed Charge] in favour of [the Lender] referred to in the charges register".

5 ENFORCEMENT

This Fixed Charge will become enforceable and all the Secured Liabilities will become payable on demand when:

5.1 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Fixed Charge;

5.2 the Company so requests the Lender in writing (whether or not the Lender has entered into or taken possession of the Charged Property);

5.3 any step is taken (including, without limitation, making an application, giving notice of intention to appoint, giving notice of a meeting or proposing a resolution) by the Company or by any other person towards the appointment of an administrator in respect of the Company;

5.4 any step is taken (including, without limitation, presenting a petition, making an application or proposal, giving notice of a meeting or proposing a resolution) by the Company or by any other person towards a company voluntary arrangement or other composition or compromise of the Company's liabilities, the winding up or dissolution of the Company, or the appointment of a liquidator (whether provisional, interim or otherwise), trustee, receiver, or similar officer to the Company or any part of its undertaking or assets;

5.5 any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Charged Property;

5.6 the Company is in breach of any of the terms of this Fixed Charge;

5.7 any information given by the Company or any guarantor of the Company's obligations is discovered to be inaccurate or untrue in any material respect;

5.8 it appears to the Lender that the Company or any guarantor is unable to pay its debts as they fall due, or (taking into account contingent and prospective liabilities) has liabilities in excess of its assets;

5.9 the Company ceases to carry on business; or

5.10 any guarantor serves notice to terminate or crystallise their liability under their guarantee and indemnity or otherwise seeks to avoid that liability.

6 POWERS

6.1 For the purposes of all powers implied by statute, and in particular the power of sale under section 101 of the Law of Property Act 1925 *(Powers incident to estate or interest of mortgagee)*, the Secured Liabilities will be deemed to have become due when the security created by this Fixed Charge becomes enforceable and section 103 of the Law of Property Act 1925 *(Regulation of exercise of power of sale)*.

6.2 The restriction on the consideration and mortgages contained in section 93 of the Law of Property Act 1925 *(Restriction on consolidation of mortgages)* will not apply to this Fixed Charge.

6.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its absolute discretion think fit. The Lender is not obliged to comply with any of the provisions of section 99 *(Leasing powers of mortgagor and mortgagee in possession)* and section 100 *(Powers of mortgagor and mortgagee in possession to accept surrenders of leases)* of the Law of Property Act 1925.

6.4 Each of the Lender, and any Receiver, as the case may be, may exercise their respective statutory powers of sale in respect of the whole or any part of the Charged

Property and the Company agrees that the Lender may agree whatever basis of remuneration it considers appropriate with any Receiver.

6.5 Section 109 of the Law of Property Act 1925 *(Appointment, powers, remuneration and duties of receiver)* shall not apply to this Fixed Charge.

6.6 At any time after this Fixed Charge becomes enforceable, the Lender may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Property or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be conclusive and binding on the Company. All money paid by the Lender to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

6.7 The Lender may exercise all powers granted to Receivers by this Fixed Charge, whether as attorney for the Company or otherwise.

6.8 If the Company shall fail to do any of the things or pay any of the sums provided for in clause 3 (*Covenants*) the Lender shall be entitled (but not obliged) to do those things or pay those amounts either in the name of the Company or in its own name and the Company shall indemnify the Lender in respect of any Costs incurred in respect thereof, which Costs shall also form part of the Secured Liabilities.

6.9 Any Costs which pursuant to this Fixed Charge are to form part of the Secured Liabilities and shall accrue interest at the highest rate (including any default rate) and shall compound at the most frequent intervals provided for in relation to any part of the Secured Liabilities.

7 RECEIVERS

7.1 The Lender may at any time after the security created by this Fixed Charge becomes enforceable (whether or not the Lender has entered into or taken possession of the Charged Property) by writing appoint any person or persons (including a manager or official of the Lender) to be a Receiver upon such terms as to remuneration and otherwise as the Lender may from time to time think fit and may similarly remove any such Receiver and appoint another Receiver in his stead and any Receiver so appointed shall be the agent of the Company for all purposes.

7.2 A Receiver has all the powers to do or abstain from doing anything which the Company could do or abstain from doing in relation to the Charged Property and shall have all the powers set out in Schedule 1 to the Insolvency Act 1986 as if he was an administrative receiver duly appointed under that Act (so far as such powers undertake, or could undertake to the Charged Property) and all other powers from time to time conferred on receivers by statute and shall be able to do all such other acts and things as the Receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Fixed Charge or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.

7.3 Where more than one Receiver is appointed, each Receiver has the power to act jointly and severally unless the Lender specifies otherwise in the appointment of such Receiver.

7.4 The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in clause 6 (*Powers*) or otherwise and so that, inter alia, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which no appointment is made of a Receiver.

7.5 The Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees (which the Lender shall be entitled to determine) and any VAT therein and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925 *(Appointment, powers, remuneration and duties of receiver)*.

8 APPROPRIATION

To the extent that the Permitted Payment Account Balance constitutes Financial Collateral and this Fixed Charge and the Company's obligations under it constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after this Fixed Charge has become enforceable, to appropriate all or any part of the Permitted Payment Account Balance in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of the Permitted Payment Account Balance appropriated in accordance with this Clause shall be, in the case of cash, the amount of cash appropriated. The Company agrees that the method of valuation provided for in this Clause is commercially reasonable for the purposes of the Financial Collateral Regulations.

9 PROTECTION OF THIRD PARTIES

No person (including, without limitation, any purchaser, mortgagor or mortgagee) dealing with the Lender shall be concerned to enquire:

9.1 whether all or some part of the Secured Liabilities has become due; or

9.2 whether a demand for such Secured Liabilities has been duly made; or

9.3 whether any power which the Lender or Receiver is purporting to exercise has become exercisable; or

9.4 whether any money remains due to the Lender; or

9.5 how any money paid to the Lender or Receiver is to be applied.

10 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lender, nor any Receiver will by virtue of entering into possession of any of the Charged Property be liable to account as mortgagee in possession in respect of the Charged Property or for any loss upon realisation or exercise of any power, authority or right of the Lender or Receiver arising under this Fixed Charge, nor for any act, default, neglect, or misconduct of any nature whatsoever.

11 SUSPENSE

11.1 If the Lender receives notice of any charge or other interest affecting the Charged Property, or if this Fixed Charge becomes enforceable, the Lender may suspend any obligation to make any further advance to the Company.

11.2 Subject to clause 11.3 any payments received by the Lender from the Company after the date of any such notice or event will be deemed to have been applied in repayment of any Secured Liabilities arising after that date.

11.3 The Lender may apply any payments received from the Company to reduce any of the Secured Liabilities, as the Lender decides.

12 POWER OF ATTORNEY

12.1 By way of security, the Company irrevocably appoints the Lender, each person deriving title from the Lender and any Receiver, as the case may be, severally to be its attorney (with full power to appoint substitutes and to sub-delegate) on its behalf, in its name and as its act and deed or otherwise to execute and deliver any document or any alteration, addition or deletion to any document which such attorney requires or deems proper in relation to this Fixed Charge and which the Company is, or may become, obliged to do pursuant to this Fixed Charge or any perfection, protection or enforcement action in connection with it.

12.2 The Company hereby ratifies and confirms and agrees to ratify and confirm immediately upon request by the Lender or a Receiver the actions of an attorney appointed under clause 12.1.

13 CUMULATIVE AND CONTINUING SECURITY

13.1 This Fixed Charge is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstances which, but for this clause, might affect or diminish its effectiveness.

13.2 The security constituted by this Fixed Charge is in addition to and is not in any way prejudiced by any rights whatsoever which the Lender may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other instrument which creates security.

13.3 The Lender may consolidate this Fixed Charge with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

14 SET-OFF

The Company agrees that at any time after this Fixed Charge has become enforceable the Lender may without notice or further demand set-off any amount due from the Company against any amount due from the Lender to the Company howsoever arising and on any account whatsoever.

15 ASSIGNMENT

15.1 The Lender may at any time (without notice or consent) freely assign, transfer, charge, declare any trust or otherwise dispose of all or any part of the benefit of this Fixed Charge.

15.2 The Lender may transfer any of its obligations or duties (if any) under this Fixed Charge to any person, and upon any such transfer the transferring Lender shall be released from them. This will not affect the Company's obligations under this Fixed Charge.

15.3 The Company may not assign, transfer, novate or otherwise dispose of any part of the burden of this Fixed Charge or assign, transfer, novate, charge, declare any trust or otherwise dispose of any rights arising out of this Fixed Charge or out of any actions taken or payments made under it.

15.4 The Company irrevocably authorises the Lender to disclose confidential information concerning the Company or its affairs to any member of the Lender's group, its auditors, advisers, any applicable regulatory authority or any person that enters into or may enter into or benefit from any assignment, transfer, declaration of trust, charge or other disposition of any of the Lender's rights or obligations.

16 INVESTIGATION

16.1 If the Company does not discharge its obligations when due or is otherwise in breach of its obligations to the Lender or if the Lender considers it necessary to verify any information given by the Company the Lender may require the Company to appoint a firm of accountants or other professional firm to review its financial or other affairs.

16.2 The Company will ensure that any such review is carried out within 7 days of the Lender's request (or longer if the Lender agrees). The identity of the firm, and the instructions given to them must be approved by the Lender. The Company (and not the Lender) will be responsible for the firm's fees and expenses (and any VAT therein), but the Lender may make payment and the Company will repay the Lender on demand.

17 SEPARATE PROVISIONS

Every provision contained in this Fixed Charge shall be severable and distinct from every other provision and if any of them shall to any extent be or become invalid or unenforceable the validity and enforceability of the remaining provisions of this Fixed Charge shall not in any way be affected or impaired as a result.

18 WAIVERS

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

19 DEED OF PRIORITIES AND INTERCREDITOR AGREEMENT

19.1 This Fixed Charge shall be subject to the terms of the Deed of Priorities and the Intercreditor Agreement.

19.2 In the event of any conflict between the terms of this Fixed Charge and the terms of the Deed of Priorities, the Deed of Priorities shall prevail.

19.3 In the event of any conflict between the terms of this Fixed Charge and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall prevail.

20 COUNTERPARTS

This Fixed Charge may be executed in any number of counterparts and all of such counterparts shall together be deemed to constitute one and the same instrument.

21 NOTICES

21.1 All consents, notices and demands must be in writing.

21.2 The Lender may deliver a notice or demand to the Company at its registered office or at the contact details (including at an email address) last known to the Lender.

21.3 A notice or demand signed by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a Business Day, or otherwise on the next Business Day.

21.4 A notice from the Company to the Lender will be effective on actual receipt.

21.5 Any sum stated in a demand signed by an official of the Lender shall be conclusive evidence that such sum is properly due and payable.

21.6 The Lender may make more than one demand.

22 GOVERNING LAW

22.1 This Fixed Charge, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the English courts have exclusive jurisdiction.

22.2 For the benefit of the Lender, the Company irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this Fixed Charge in those courts will be conclusive and binding on the Company and may be enforced against the Company in the courts of any other jurisdiction.

23 THIRD PARTY RIGHTS

A person who is not a party to this Fixed Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Fixed Charge but this does not affect any right or remedy of a third party which exists or is available apart from that Act (including, without limitation, any right or remedy arising by virtue of an assignment of the benefit of this Fixed Charge or any part of this Fixed Charge which is permitted in accordance with its terms).

IN WITNESS WHEREOF this Fixed Charge has been executed and delivered as a deed on the date written at the beginning of this Fixed Charge and the parties to this Fixed Charge intend that it takes effect as a deed notwithstanding the fact that the Lender may only execute to this Fixed Charge under hand, or not at all.

SCHEDULE – THE LAND

PART 1

HM Land Registry
Official copy of title plan

Title number **NYK322526**
Ordnance Survey map reference **SE6051NE**
Scale **1:1250**
Administrative area **York**

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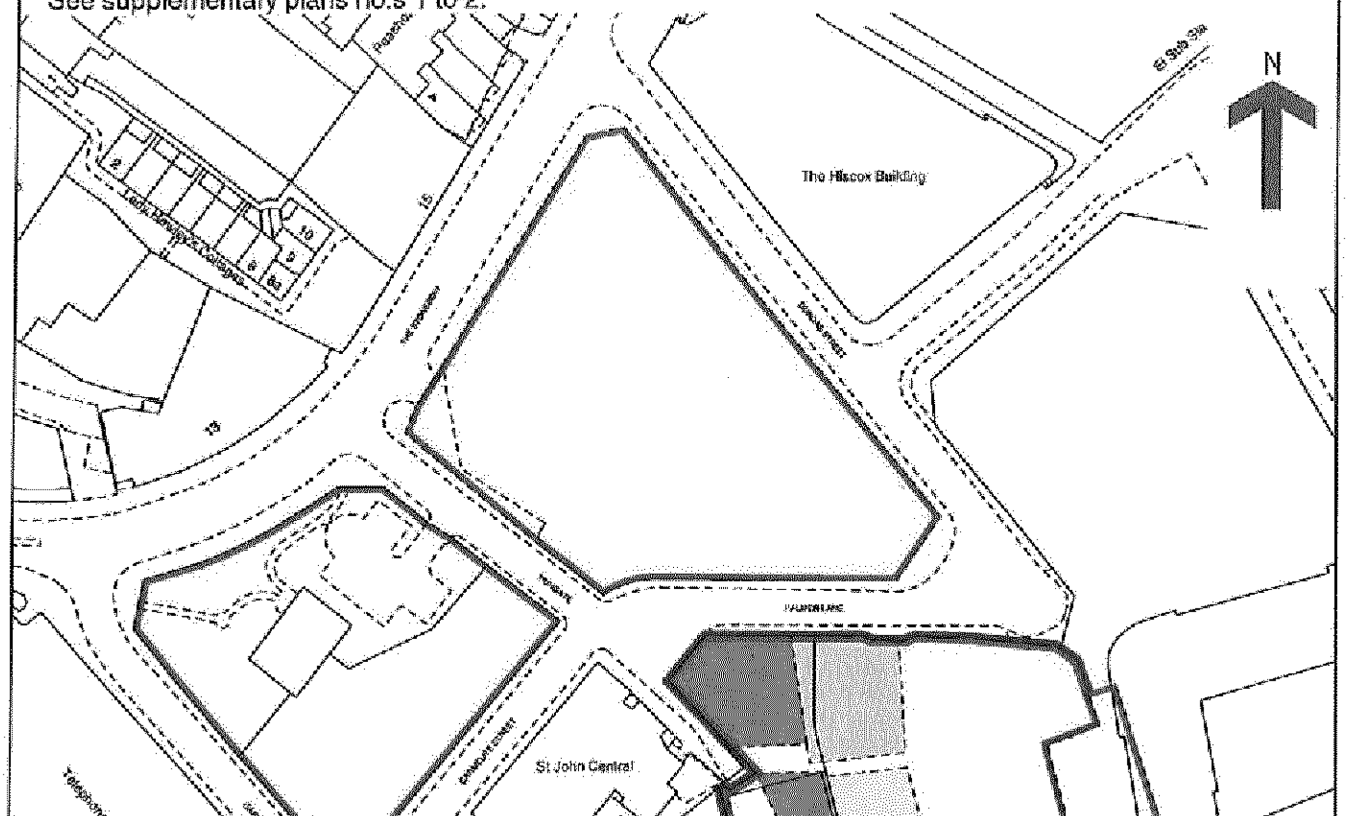
See supplementary plans no.s 1 to 2.



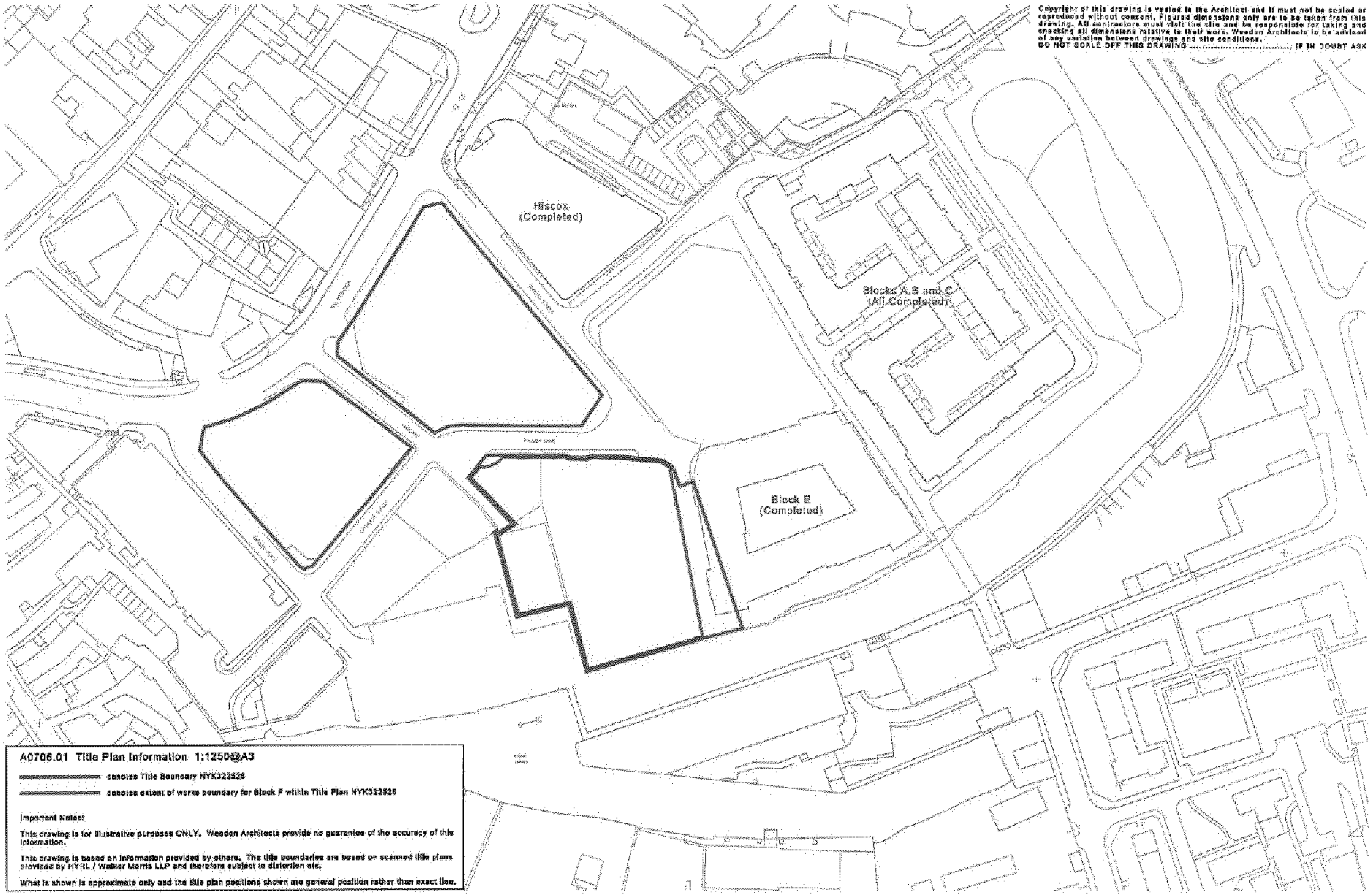
This official copy issued on 28 July 2017 shows the state of this title plan on 6 June 2017 at 11:08:30. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

[redacted]

0731010020

PART 2

A3



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DO NOT SCALE OFF THIS DRAWING .... IF IN DOUBT ASK

A0706.01 Title Plan Information 1:1250@A3

denotes Title Boundary NYK322526

denotes extent of works boundary for Block F within Title Plan NYK322526

Important Notes:

This drawing is for illustrative purposes ONLY. Weedon Architects provide no guarantee of the accuracy of this information.

This drawing is based on information provided by others. The title boundaries are based on scanned title plans provided by HYRL / Walker Morris LLP and therefore subject to distortion etc.

What is shown is approximate only and the title plan positions shown are general position rather than exact line.

[redacted]

Rev	Drawn	Date	Comment
–	RBP	12.09.2017	FIRST ISSUE - FOR ILLUSTRATIVE PURPOSES ONLY.
-A	DV	12.09.2017	Updated following comments from legals
-B	DV	13.09.2017	Updated following comments from legals

HUNGATE
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HUNGATE BLOCK F, YORK
TITLE PLAN INFORMATION
GENERAL ARRANGEMENT

Drawn RBP Date SEPT 2017 FOR INFORMATION
Checked DV Scale 1:1250 @ A3 16059 A0706-B
REF: HGF-WA-DRG-04-0706

PART 3

HM Land Registry
Official copy of title plan

Title number **NYK148037**
Ordnance Survey map reference **SE6051NE**
Scale **1:1250**
Administrative area **York**

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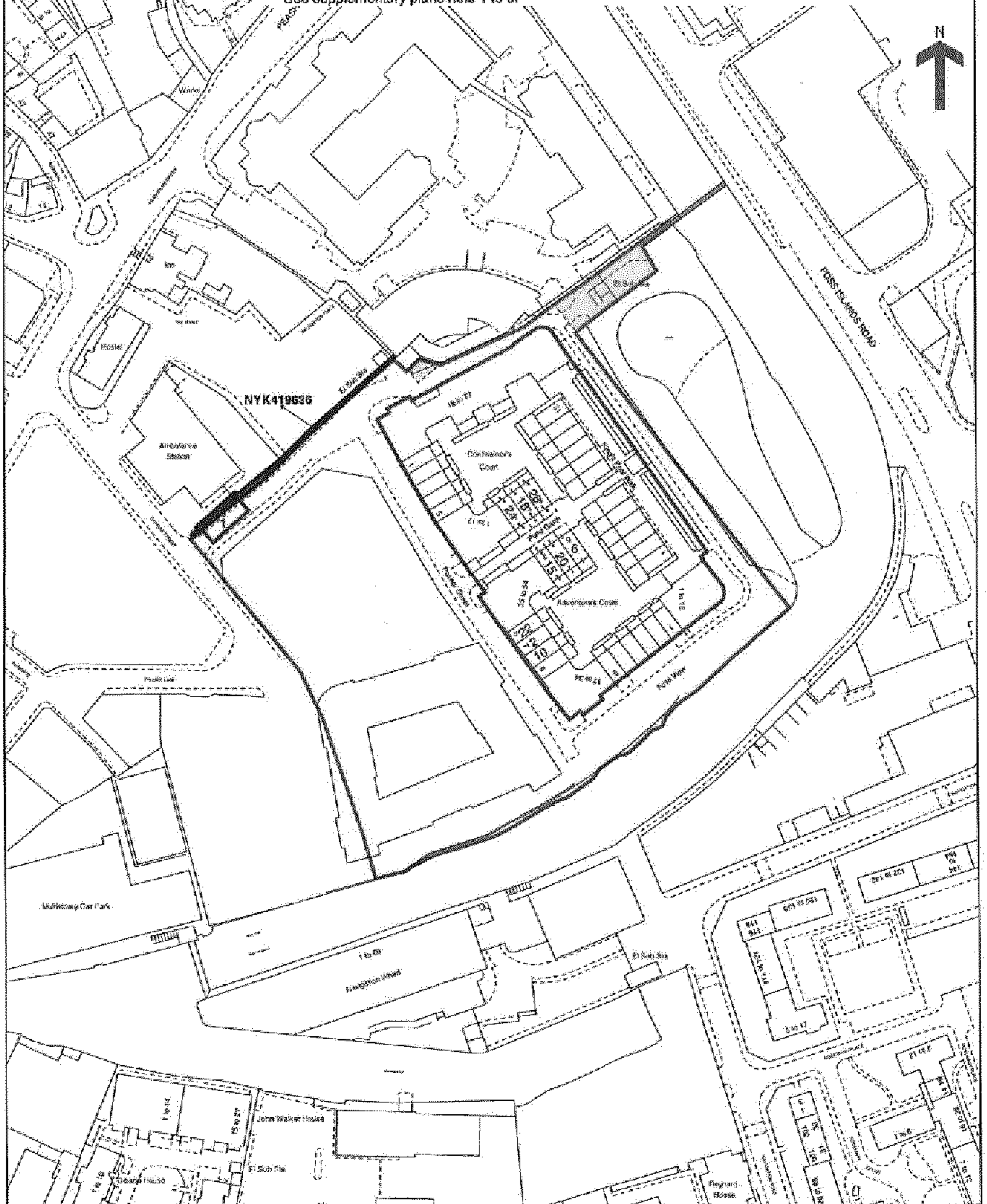
See supplementary plans no.s 1 to 5.



This official copy issued on 28 June 2017 shows the state of this title plan on 20 April 2017 at 14:20:11. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.
This title is dealt with by HM Land Registry, Durham Office.

[redacted]

HM Land Registry Supplementary plan

Title number **NYK148037**
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Scale **1:500** enlarged from 1:1250
Administrative area **York**

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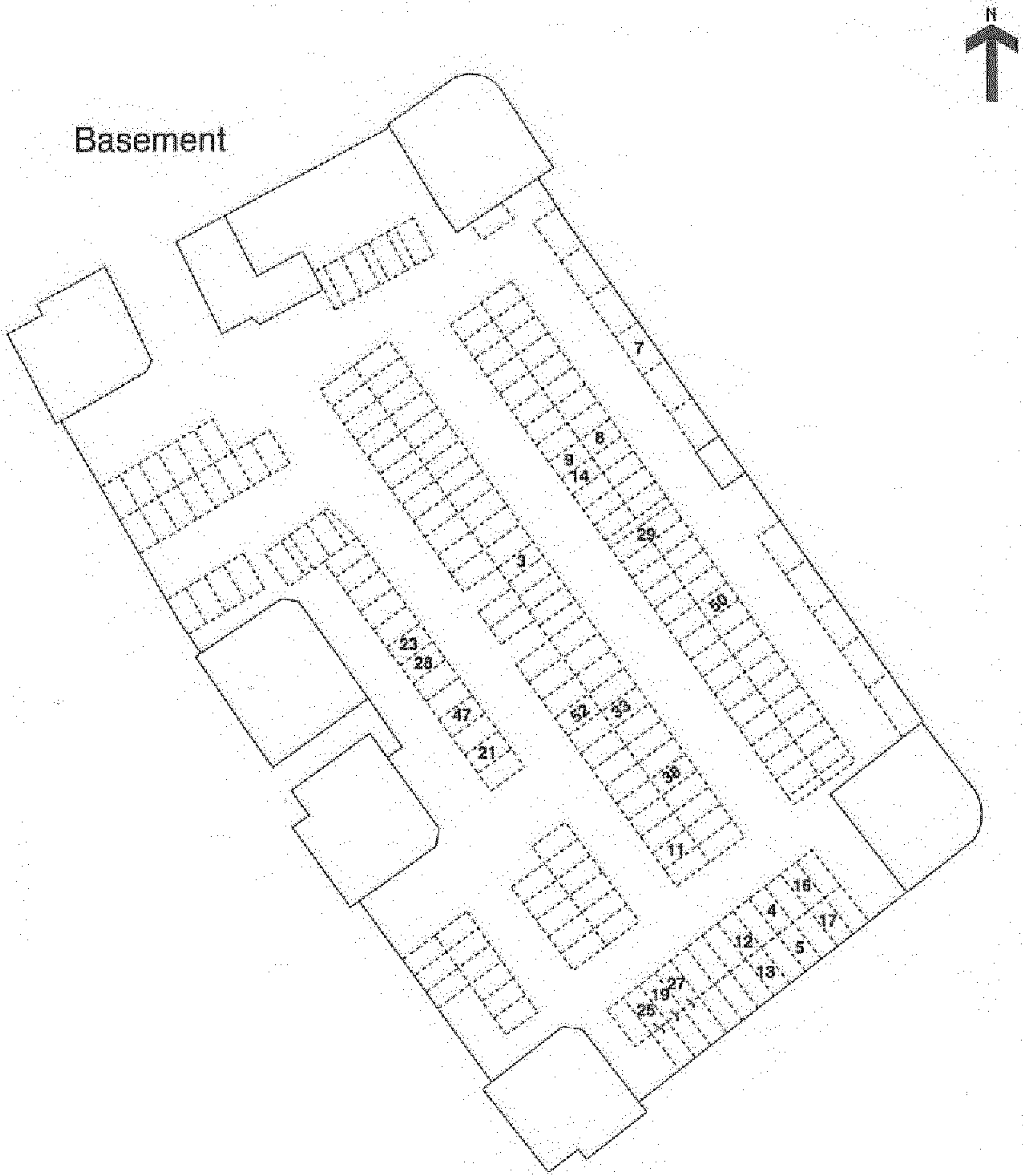
Supplementary plan no.1.



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HM Land Registry
Supplementary
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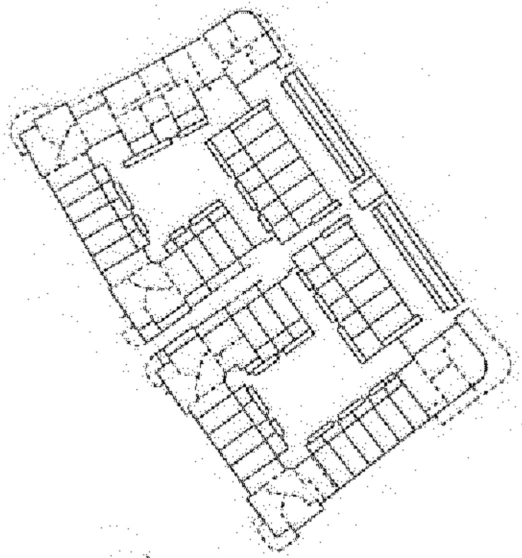
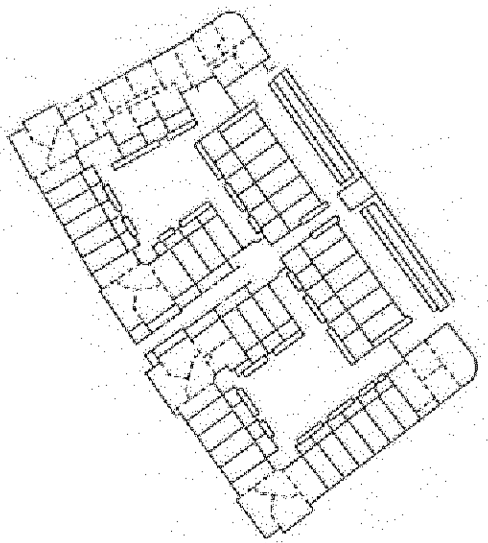
Supplementary plan no.2.

N

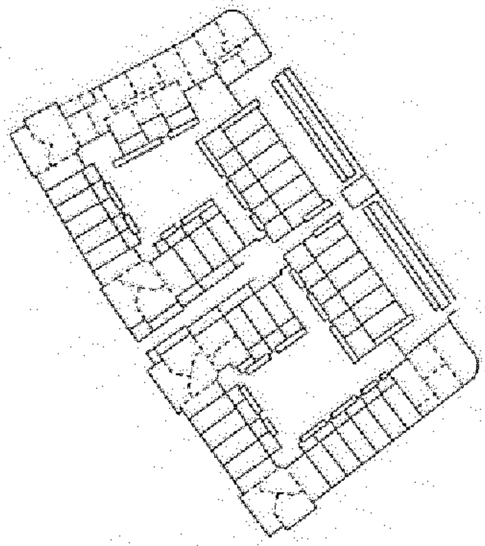
Ground Floor



First Floor



Second Floor



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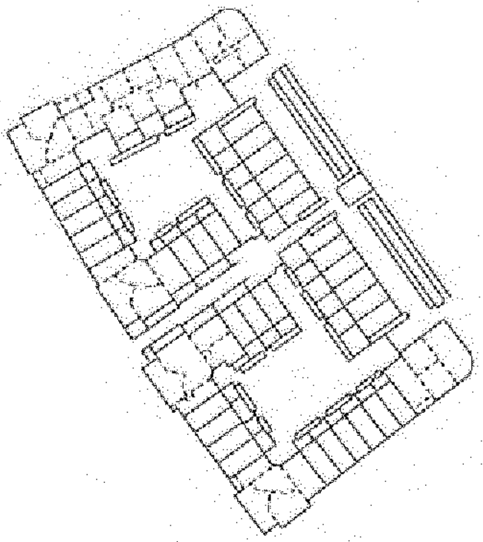
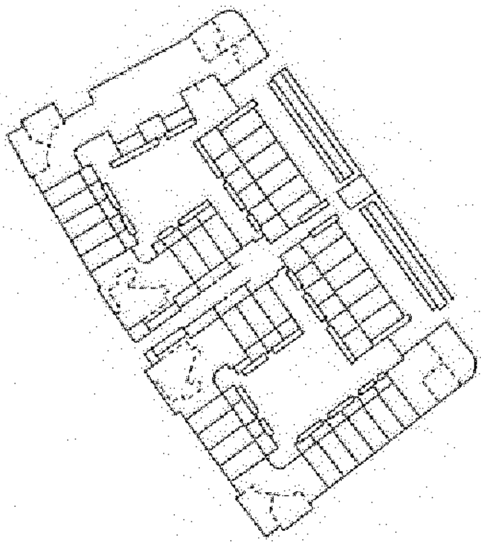
Supplementary plan no.3.

N

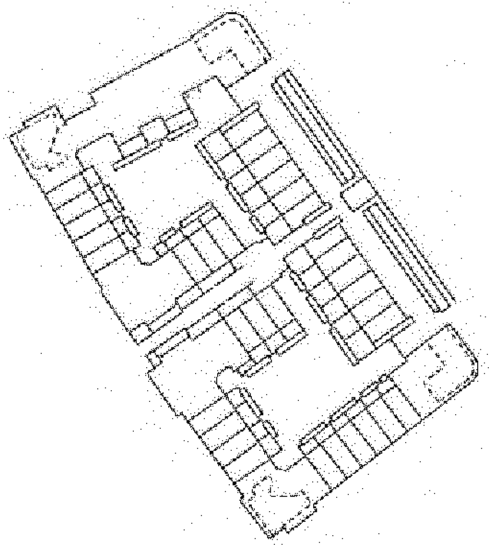
Third Floor



Fourth Floor



Fifth Floor



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HM Land Registry
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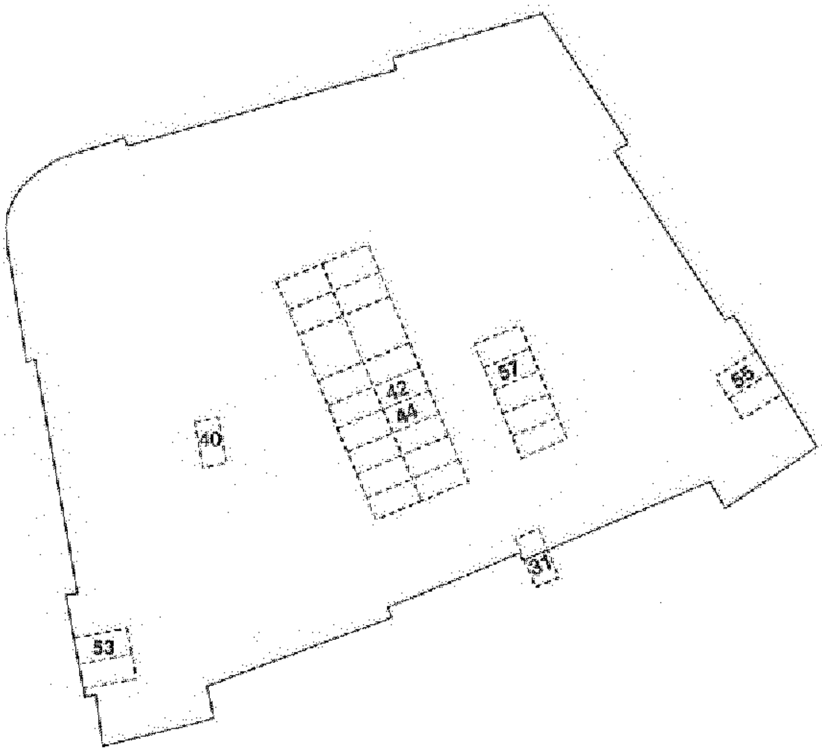
Supplementary plan no.4.

N

Basement Level



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HM Land Registry Supplementary plan

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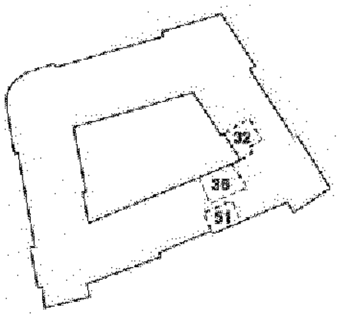
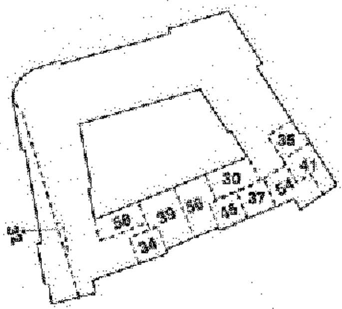
Supplementary plan no.5.

N

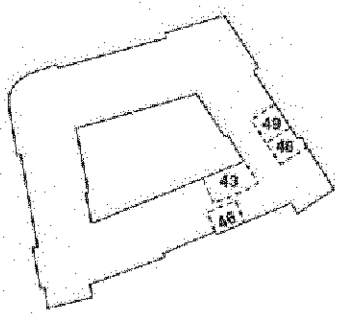
Level 0



Levels 1 to 4



Level 5



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EXECUTED and **DELIVERED** as a **DEED**)
by **HUNGATE (YORK) REGENERATION**)
LIMITED)
acting by:)
in the presence of:)

[redacted]
Director [redacted]

Witness Name: LAURA LISTER

Witness Address: [redacted]

Witness Signature: [redacted]

Witness Occupation: [redacted]

Notice Details

Address: 20 Triton Street, Regent's Place,
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Email: james.amos@lendlease.com / elma.morris@lendlease.com

Fax No: 020 3430 9001

Telephone No: 020 3430 9000

Attention: James Amos / Elma Morris

SIGNED for and on behalf of	)	[redacted]
WHITE ROSE PROPERTY	)	
INVESTMENTS NO.2 LIMITED by:	)	
	)	Director