

**REQUEST FOR BEST AND FINAL OFFERS
33 DEVON STREET, LIVERPOOL, MERSEYSIDE, L3 8HA**

OFFERS

Please note Best and Final offers are requested before 5pm on Friday 5th April 2024. Please submit to james.ashworth@landwoodgroup.com

When making an offer please can you confirm the following:

- 1) Purchasing entity – Purchaser & Fund (if applicable)
- 2) Purchase Price
- 3) Is your offer based on the Administrators being able to offer vacant possession, or subject to the existing sale agreements? *
- 4) Conditions (if any)
- 5) Finance, or cash (including proof of funds)
- 6) Timetable for exchange and completion of the acquisition
- 7) Confirm you have reviewed and are satisfied with the information in the Information Pack document (plus the Buyer Overview document if offering subject to the existing sale agreements) – both available on request
- 8) Solicitor Details – Purchaser & Fund (if applicable)
- 9) Please complete the attached Due Diligence Form which will be required by the Council before assigning the lease.
- 10) If selected as the preferred bidder you are prepared to enter into an Exclusivity Agreement (in the form of the blank agreement attached) within 48 hours of acceptance of your offer with a 2.5% non-refundable fee payable upon completion of the agreement. This will then grant the preferred bidder a period of 28 days to proceed to exchange contracts.
- 11) You are able to pay a 10% deposit on exchange of contracts (with the 2.5% already paid applied to this).

Please note the Administrators are not bound to accept the highest, or indeed any offer.

VIEWINGS

If you wish to view the property, we will have staff onsite on the following dates please contact us to arrange a precise time.

Please phone 0161 9670122 or email: emma.judge@landwoodgroup.com to arrange.

These dates are set and if you require an extended time at the site prior to offering to carry out any detailed investigations, or surveys, then please contact us as soon as possible to give us the best chance of us being able to accommodate you.

- Wednesday 27th March 2024 – between 9am to 1:55pm
- Wednesday 3rd April 2024 - between 9am to 1:55pm

Appendix A – Information Pack and Particulars
Appendix B – Council Due Diligence Form
Appendix C – Blank Exclusivity Agreement

Landwood Group

Chartered Surveyors | Asset Managers | Auctioneers

Lancaster Buildings
77 Deansgate
Manchester
M3 2BW
0161 710 2010
landwoodgroup.com



Company No. 06655681
VAT Reg No. 939390681
Landwood Group is a trading name of
Landwood Commercial (Manchester) Limited

Appendix A

**33 Devon Street and 25 Falkland Street,
Liverpool, L3 8HA**



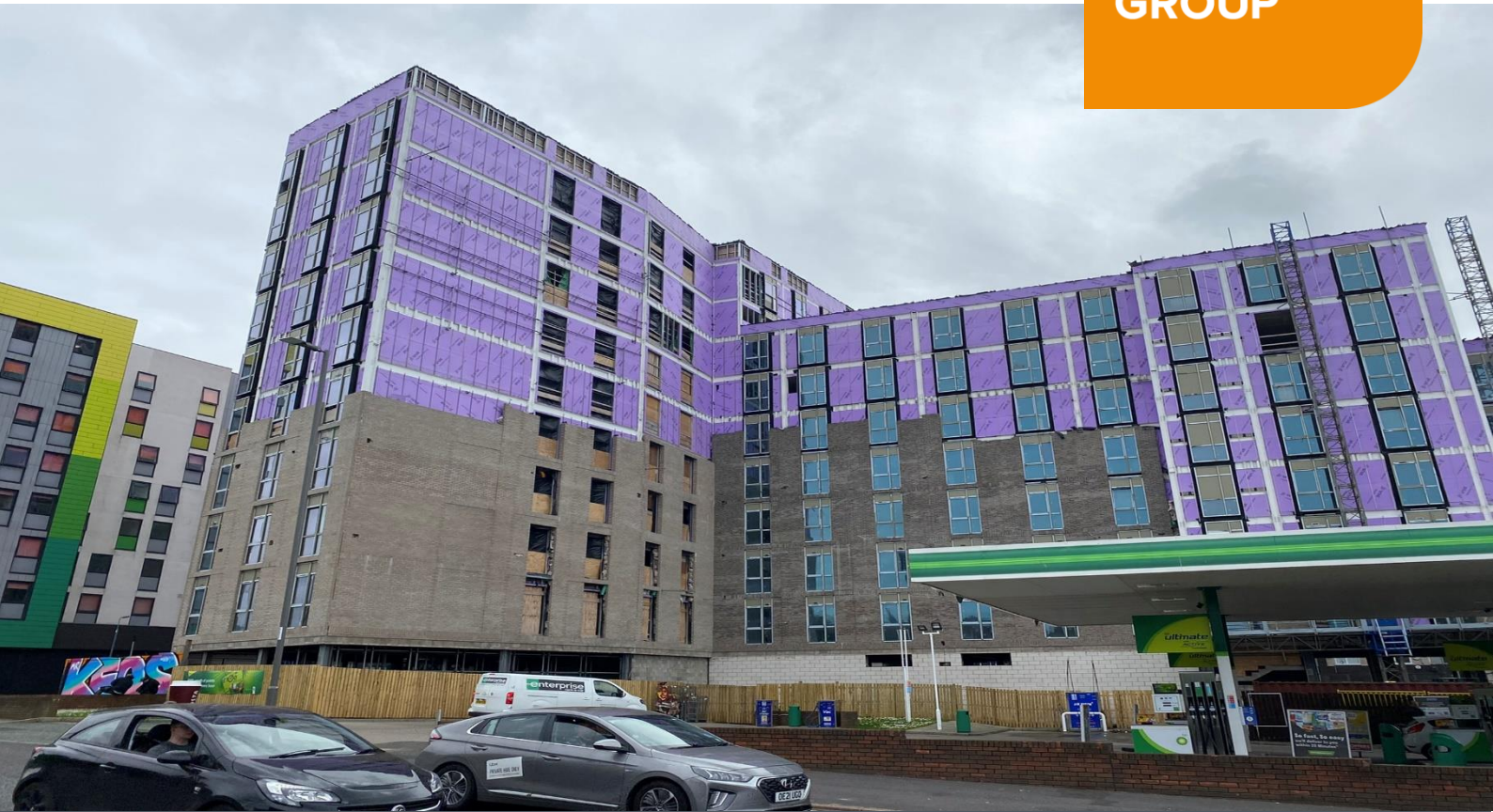
INFORMATION PACK

PARTICULARS

For Sale

Upon instructions of the Joint Administrators

**LANDWOOD
GROUP**



33 Devon Street and 25 Falkland Street, Liverpool, L3 8HA

Prominent Part Complete Development

- Development commenced of 208 studio apartments and commercial units
- Potential for alternative/modified schemes STP
- Located in the Fabric District, on the western part of Liverpool City Centre
- Close to Universities
- Area of regeneration and significant transformation
- Site approximately 0.15 hectare (0.37 acre)
- Available with Vacant Possession

Landwood Group,
77 Deansgate
Manchester
M3 2BW

T: 0161 967 0122
F: 0161 710 2050
W: www.landwoodgroup.com

CONTACT

James Ashworth
0161 967 0122
james.ashworth@landwoodgroup.com

Chartered Surveyors, Asset Managers & Auctioneers.
Manchester & Liverpool.

www.landwoodgroup.com



Location

The site is located in an area known as the Fabric District, on the western edge of Liverpool City Centre. The area is known as the Fabric District due to its historic associations with fashion and textiles and is located between Islington and London Road. The Fabric District is a key area for regeneration in Liverpool, with a long term plan to create new homes and working spaces, alongside leisure and recreational uses.

The Fabric District borders Lime Street and the Knowledge Quarter, which is home to the City's Universities and the £1bn Paddington Village Scheme.

Description

The site houses a part complete development where the intention was to provide 208 studio flats and commercial units. There has been substantial works on the site, including the main structure and roof, along with internal floors and stairwells. There has been more significant internal works to the first three floors, to create the individual studios and commercial units. The property is positioned on a site extending to circa 0.37 acres.

For various reasons we understand that the scheme that was commenced cannot be completed.

Tenancies

Available with vacant possession or sold subject to the existing sale contracts (see Price section below and Information Pack).

Tenure Information

The premises are held under a long leasehold title for a period of 150 years from 27th January 2017 at a peppercorn rent, under title number MS640794.

Please note that the lease is drawn in the form of a building lease with an option to acquire the freehold for the sum of £1 once development is completed. Due to the time elapsed since lease grant, there are a number of provisions that need updating in order to ensure the lease remains institutionally investable. Based on discussions with the local authority (as landlord) it is anticipated that the required changes can be made as part of the transaction process.

Important Information/Planning

There are various planning applications relating to the site.

Please request a copy of the Information Pack for further details but we would also recommend that all buyers make their own enquiries through Liverpool City Council.

VAT

All figures quoted are exclusive of VAT. The Administrators have made an option to tax so VAT will be applicable.

Legal Costs

Each party will be responsible for their own legal costs.

Price

Unconditional offers invited in the region of £3,000,000.

Sales have been agreed on the wider scheme and our clients wish us to seek offers both subject to the existing sale contracts remaining in place, or free from them with respect to the sales agreed on the wider units.

Viewings

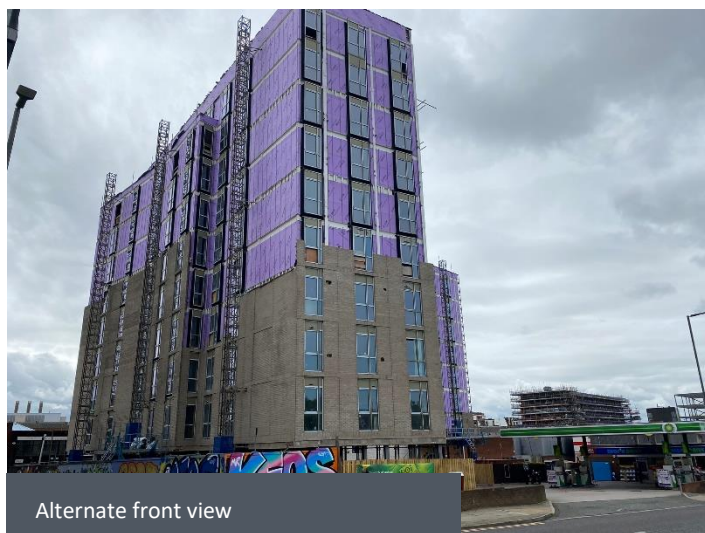
Strictly by appointment:

0161 967 0122

agency@landwoodgroup.com

www.landwoodgroup.com

Date of Particulars February 2024



OVERVIEW

OVERVIEW

Location

The property is located on the western edge of Liverpool City Centre, around 1.5 miles from the central part of the city. Liverpool is located on the North West coast of Merseyside and around 35 miles east of Manchester. Liverpool has a population of around 906,000.

The site is located in an area known as the Fabric District. The area is known as the Fabric District due to its historic associations with the fashion and textile industries and is located between Islington and London Road. The area also borders Lime Street and the Knowledge Quarter, which is home to the City's Universities and the £1bn Paddington Village Scheme.

A vision document included detailed plans to revitalise the neighbourhood, with broad changes to its existing streetscapes and identified ways of making it more welcoming to new businesses and to the public, as well as attracting new residents. A separate part of the plan could see the area become Liverpool's first free WiFi zone.

The council focus is now to improve the public spaces to draw more people to the area and to increase the quality of the housing stock. The area has a high proportion of student accommodation nearby and there are reports that the council wish to increase economic activity and high-income jobs in nearby Paddington Village and the Knowledge Quarter so this can be a catalyst for retaining many of those students in the area in the future. Liverpool, like many UK cities, draws large numbers of students but faces a struggle to retain them after graduation due to a relative weakness in its graduate jobs market.

Other aspects of the regeneration framework include trying to encourage developers to use spaces like rooftops for recreational space as the area does not sit in a part of Liverpool with easy access to lots of green space and the council is also hoping restoration of some of the older building frontages will also increase its appeal.

Cycling routes to the area, which sits between two busy roads in Islington and London Road, could also be improved.

Now the regeneration framework has been formalised it will be used by the council to try to mould regeneration of the area, with the council hoping it "will be used to demonstrate the aspirations for the area, help lever in funding, and guide the use of limited public sector resources".

The site is located between Islington (A59) and Devon Street, which is one of the main streets running through the Fabric District. The site is well located for transport links, access to the town centre and the nearby universities. There are a number of other developments in the area, appealing both to young professionals and students.

The Site

The site is held by way of Leasehold title and registered at Land Registry under title number MS640794. The lease is for a term of 150 years, with 143 years remaining and granted from Liverpool City Council.

33 DEVON STREET AND 25 FALKLAND STREET, LIVERPOOL, L3 8HA

Any sale is subject to the consent of the Freeholder to the assignment of the lease and please note that the lease is drawn in the form of a building lease with an option to acquire the freehold for the sum of £1 once development is completed. Due to the time elapsed since lease grant, there are a number of provisions that need updating in order to ensure the lease remains institutionally investable. Based on discussions with the local authority (as landlord) it is anticipated that the required changes can be made as part of the transaction process.

The land is arranged in an 'L' shape and extends to circa 0.37 acres, fronting onto Devon Street and Falkland Street and to the northern boundary is a petrol station/night garage.

The development is part way through construction, comprising the main structure and envelope, and with most of the roof sections in place. There are isolated areas of fenestration that has not been installed or are missing.

The ground floor commercial unit is missing the glazed curtain walling but is otherwise in a shell condition, ready for an incoming tenant to fit out. The lower floors of the residential element are well progressed with M&E, finishes, kitchens and bathrooms installed. Floors 3-9 vary from internal partition walls forming each unit to open floor plates.

We understand that mains services are yet to be connected to the building. There is a requirement for an electrical substation which has yet to be installed. Water and gas are understood to come to the boundary of the property. 2 no. lift shafts are installed.

Planning

According to the information provided on the Liverpool City Council website, the site has the following applications and consents:

Planning ref	Application Type	Proposal	Decision
21DIS/0124	Approval of Details Reserved by Condition	To discharge conditions 4,11,12,13,22 attached to 17F/1037	Condition(s) Discharged
18F/2185	Full Planning Permission	To vary condition 2 attached to 17F/1037 - (To erect mixed use development varying between 8 and 10 storeys containing 208 self-contained flats and two commercial/business units (A1/A3/A5/B1/D1 Use) on ground floor so as to relocate building footprint.	Approved Subject to Legal Agreement
18NM/1863	Non-Material Amendment	Application for non-material amendment to 17F/1037, To erect mixed use development varying between 8 and 10 storeys containing 208 self-contained flats and two	Withdrawn - Applicant

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		commercial/business units (A1/A3/A5/B1/D1 Use) on ground floor.	
18NM/1593	Non-Material Amendment	Application for non-material amendments to 17F/1037 - (To erect mixed use development varying between 8 and 10 storeys containing 208 self-contained flats and two commercial/business units (A1/A3/A5/B1/D1 Use) on ground floor)	Non-Material Amendment - Approved
18DIS/1158	Approval of Details Reserved by Condition	To discharge conditions 9 and 14 attached to 17F/1037.	Condition(s) Discharged
18DIS/1096	Approval of Details Reserved by Condition	To discharge conditions 3, 5, 19 and 20 attached to 17F/1037.	Condition(s) Discharged
PL/INV/3948/17	Prior Detm - Telecom Mast	(none)	
17F/1037	Full Planning Permission	To erect mixed use development varying between 8 and 10 storeys containing 208 self-contained flats and two commercial/business units (A1/A3/A5/B1/D1 Use) on ground floor.	Approved with Conditions

*All parties should refer to the Liverpool City Council website to undertake their own enquiries and satisfy themselves with the details of the above. These are listed here for reference only and should not be solely relied upon for information.

The owners of the site submitted a planning application to erect a mixed use development varying between 8 and 10 storeys and containing 208 self-contained flats and two commercial/business units (A1/A3/A5/B1/D1 Use) on ground floor under planning reference 17F/1037. This application was approved with conditions in March 2018. The owners later submitted a further planning application (Ref 18F/2185) to vary Condition 2 of the ground floor so as to relocate the building footprint, which was approved subject to legal agreement. The developer went ahead with the revised plans and constructed in accordance with those plans, but we understand the legal agreement to which that consent was reliant upon was never completed. As such the property currently does not comply with the consents in place.

There is an opportunity for any future buyer to work with the local planning authority to find a satisfactory resolution for the future of the site and it will be for individual parties to determine those potential outcomes.

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The Development

The development comprises a scheme of 208 studio apartments over nine floors and two commercial units to the ground floor.

In accordance with the developer's architect's measurements, the GIA for the original scheme (under planning Ref 17/1037) was noted to be 8,528sqm (91,797sqft) and we have calculated the individual room sizes to be between 25sqm and 45sqm, with an average size of 27.5sqm.

Under the revised plans we have calculated the GIA of the whole building is 7,779.88sqm (83,745sqft) and with studios between 25sqm and 51 sqm (the 51sqm is a one off) and with an average room size of 26.9sqm. All sizes are estimated only.

Each of the studios is to provide a kitchenette, shower room and living space for the bed and seating area.

Conclusion

Our understanding is that the permitted scheme cannot be completed. Any purchaser will likely need to submit a new application, which would need to comply with the Council's current policies. Interested parties would need to satisfy themselves as to the current position and should consult directly with Liverpool City Council.

**PROPERTY AS CONSTRUCTED V
CONSENTED**





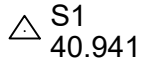


Notes
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Grid : OS National Grid.
 Using the OS GPS Network and applying OSTN15 transformation and then removing the scale factor for true distances with a one-step transformation centred on S4

Datum : OS Level Datum.
 Using the OS GPS Network and applying OSGM15 National Geoid Model to obtain local area corrections.

KEY

-  TRACED EXTENTS OF GROUND FLOOR FROM DESIGN PLAN S73-PL01-1
-  TRACED EXTENTS OF GROUND FLOOR FROM DESIGN PLAN S73-PL01-1 INCLUDING APPROVAL NUMBER 17F-1037
-  SURVEYED GROUND FLOOR EXTERNAL BUILDING LINE
-  174 SURVEYED POINT
-  S1 40.941 SURVEY CONTROL POINT

Rev	Date	Drawn	Description	Check
-	-	-	-	-



Southgate House
 Pontefract Road T: +44 [0] 1132 008 900
 Stourton F: +44 [0] 1132 008 901
 Leeds E: admin@metgeoenvironmental.com
 West Yorkshire W: www.metgeoenvironmental.com
 LS10 1SW

Client
 FRP ADVISORY TRADING LTD

Site
 YPG FABRIC RESIDENCE LTD
 33, DEVON STREET / 25 FALKLAND STREET

Title
 AS-BUILT
 BUILDING SURVEY

Surveyed	SB, AH	Drawn	SB
Check	DA	Date	28/01/2022
Scale	1:250	Job No	P22-00079
		Sheet Size	A3
		Rev	01

DWG Ref

Project Number	Origin	Zone	Level	Desc	Type	Role	Sheet
P22-00079	MET	EXT	XX	BSV	M2	B	002

PHOTOGRAPHS

33 DEVON STREET AND 25 FALKLAND STREET, LIVERPOOL, L3 8HA



External View



External View

33 DEVON STREET AND 25 FALKLAND STREET, LIVERPOOL, L3 8HA



External View

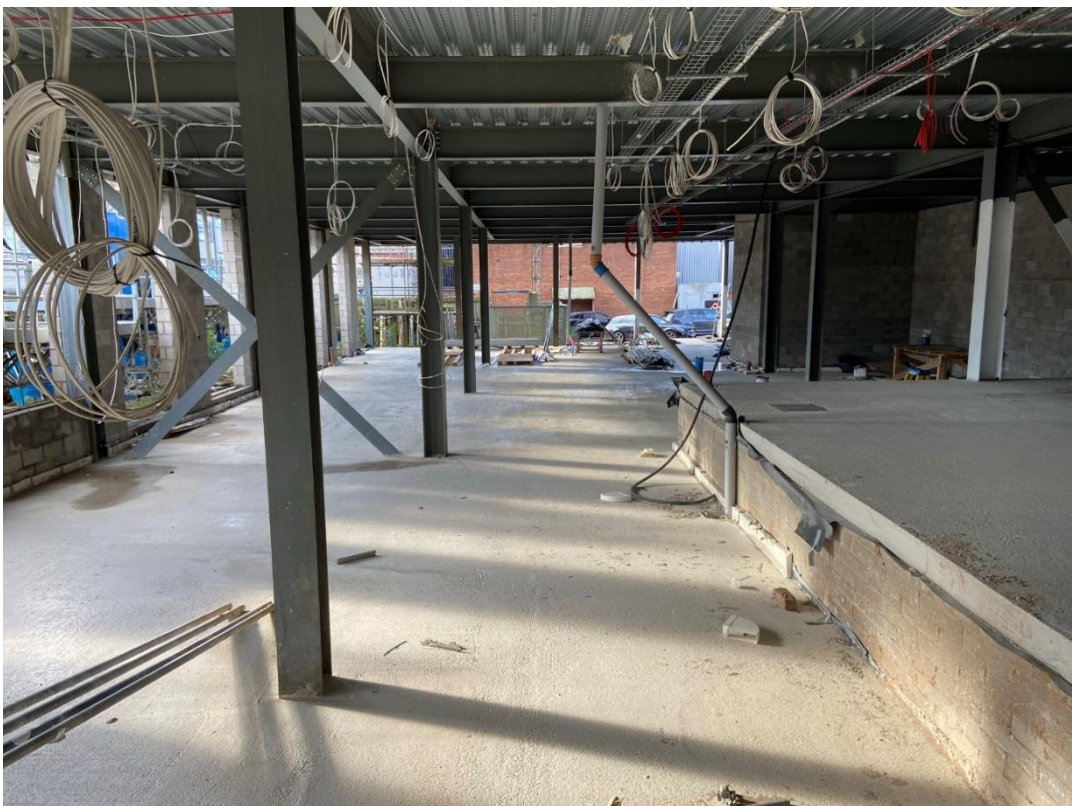


External View

33 DEVON STREET AND 25 FALKLAND STREET, LIVERPOOL, L3 8HA



Internal view

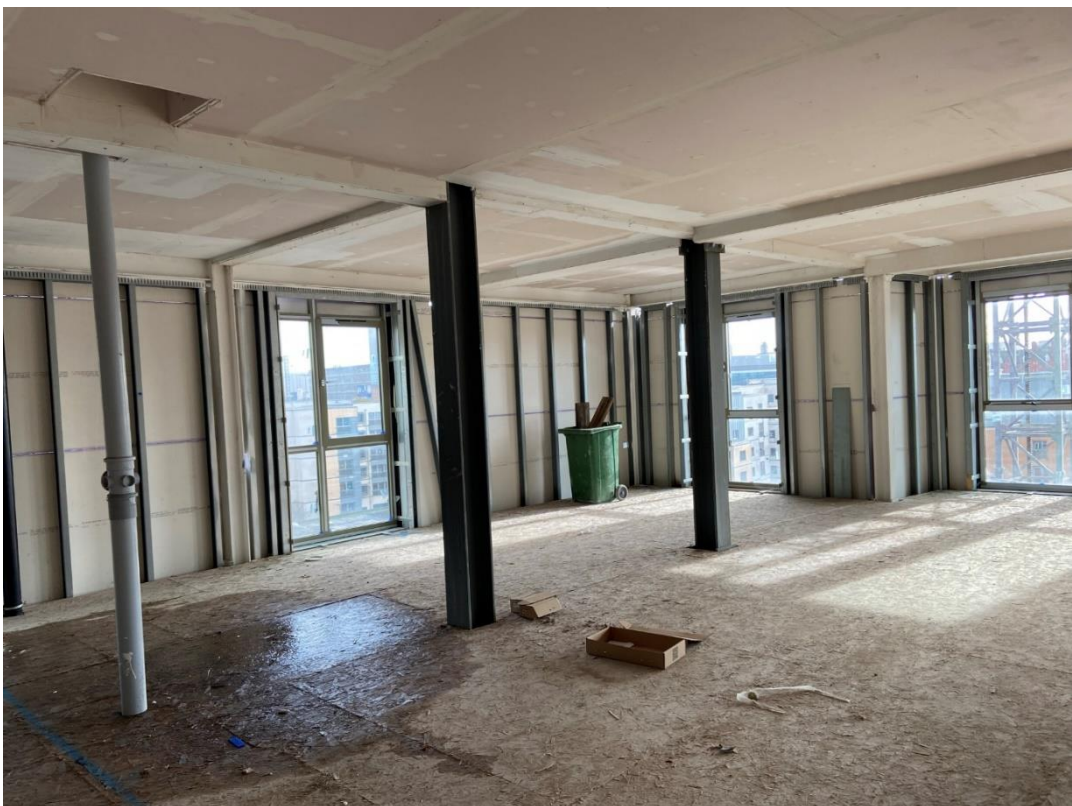


Internal view

33 DEVON STREET AND 25 FALKLAND STREET, LIVERPOOL, L3 8HA

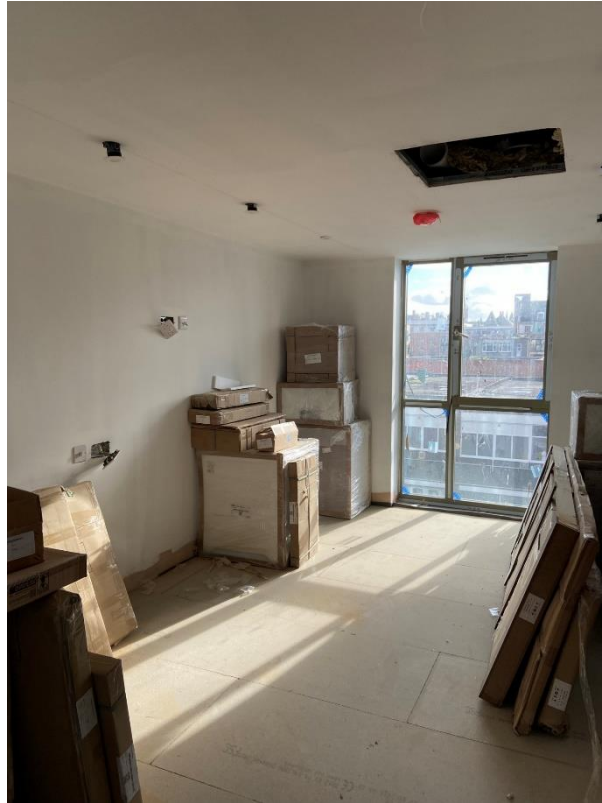


Internal view

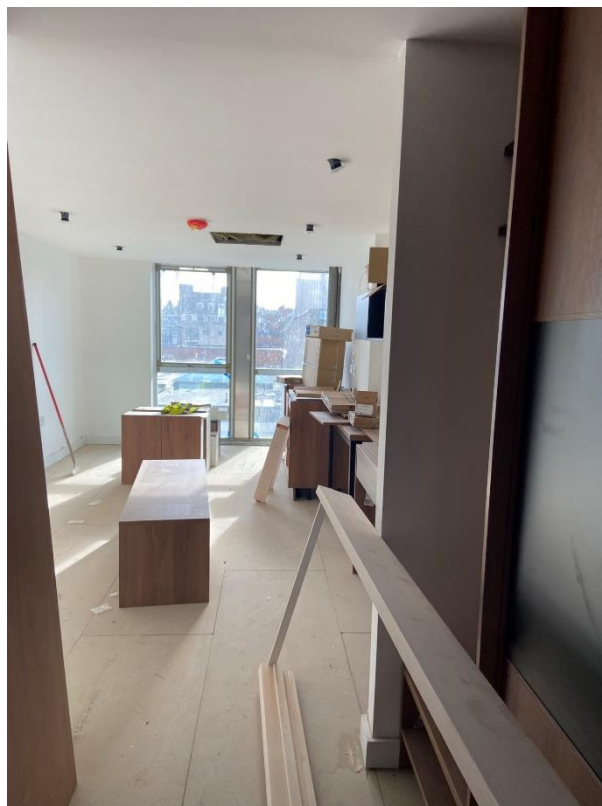


Internal view

33 DEVON STREET AND 25 FALKLAND STREET, LIVERPOOL, L3 8HA



Internal view



Internal View

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Internal view



Internal view

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Internal view

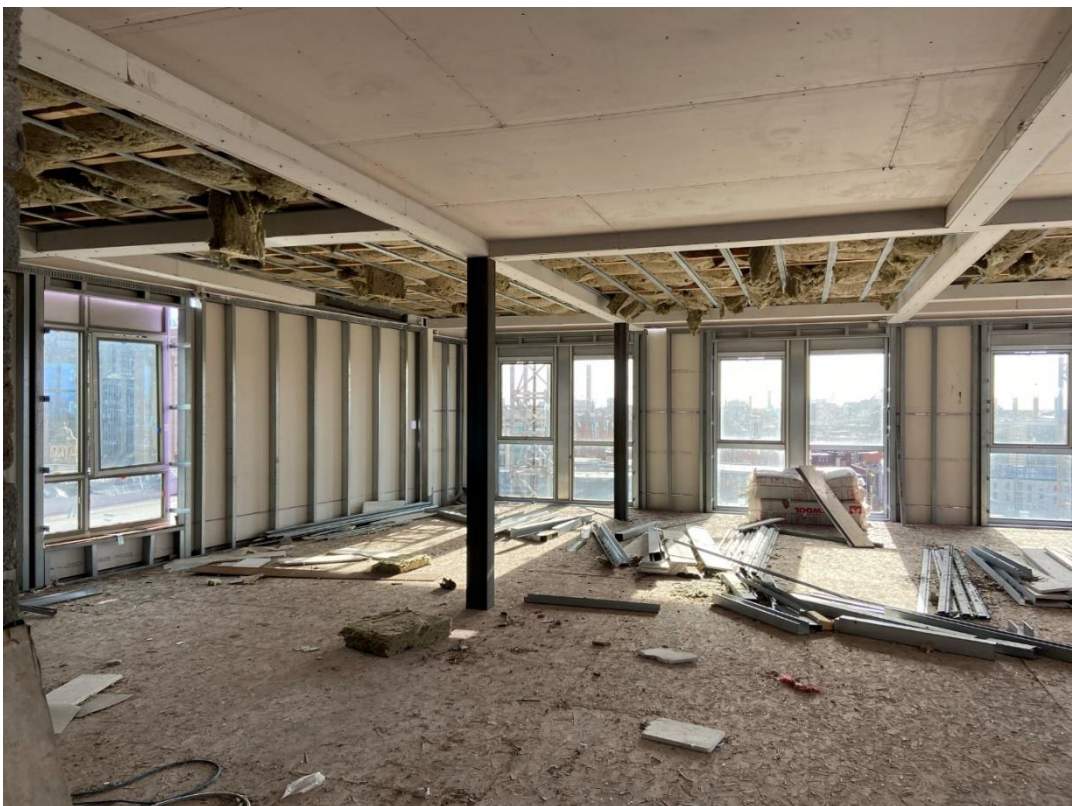


Internal view

33 DEVON STREET AND 25 FALKLAND STREET, LIVERPOOL, L3 8HA



Internal View



Internal View

TITLE INFORMATION

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number MS640794

Edition date 13.07.2022

- This official copy shows the entries on the register of title on 20 FEB 2024 at 10:17:45.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 20 Feb 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

MERSEYSIDE : LIVERPOOL

- 1 (15.02.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land at 33 Devon Street and 25 Falkland Street, Liverpool (L3 8HA).
- 2 (15.02.2017) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 27 January 2017
Term : 150 years from 27 January 2017
Parties : (1) Liverpool City Council
(2) YPG Devon House Limited
- 3 (15.02.2017) The Lease prohibits or restricts alienation.
- 4 (15.02.2017) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (15.02.2017) PROPRIETOR: YPG FABRIC RESIDENCE LIMITED (Co. Regn. No. 10124288) of 14 Columbus Quay, Riverside Drive, Liverpool L3 4DB.
- 2 (15.02.2017) The price, other than rents, stated to have been paid on the grant of the lease was £130,000.
- 3 (09.09.2020) RESTRICTION: 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

B: Proprietorship Register continued

by the proprietor for the time being of the Charge dated 21 August 2020 in favour of Ultimate Bridging Finance Limited referred to in the Charges Register.

- 4 (09.09.2020) The proprietor's address for service has been changed.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (15.02.2017) The land is subject to any rights that are reserved by clause LR11.2 of the registered lease dated 27 January 2017 and affect the registered land.
- 2 (17.07.2017) Agreement for lease affecting Flat P202 dated 26 May 2017 in favour of Balraj Powar for 149 years from 1/1/2018.
- NOTE: Copy filed.*
- 3 (17.07.2017) Agreement for lease affecting Flat 205 dated 18 May 2017 in favour of Jane Sunter for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 4 (17.07.2017) Agreement for lease affecting Flat 128 dated 5 May 2017 in favour of Manesh Mathews Thekkekunnel for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 5 (17.07.2017) Agreement for lease affecting Flat P110 dated 7 June 2017 in favour of Yvonne Robinson for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 6 (17.07.2017) Agreement for lease affecting Flat P207 dated 1 June 2017 in favour of Elia Nicolas for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 7 (17.07.2017) Agreement for lease affecting Flat 329 dated 9 May 2017 in favour of Larry Lloyd Lucero for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 8 (17.07.2017) Agreement for lease affecting Flat P104 dated 9 May 2017 in favour of Rasheed Kunle Ibiyeye for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 9 (17.07.2017) Agreement for lease affecting Flat P208 dated 7 June 2017 in favour of Panagiotis Kyriakou and Elana Kyriakou for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 10 (17.07.2017) Agreement for lease affecting Flat P201 dated 7 June 2017 in favour of Panagiotis Kyriakou and Elena Kyriakou for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 11 (17.07.2017) Agreement for lease affecting Flat 319 dated 20 June 2017 in favour of David John Varley and Catherine Rose Varley for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 12 (17.07.2017) Agreement for lease affecting Flat P109 dated 2 June 2017 in favour of Angelos Antonatos for 147 years from 1/1/2019.
- NOTE: Copy filed.*
- 13 (24.07.2017) Agreement for lease of Flat 229, Second Floor, Devon House, 33 Devon Street dated 18 May 2017 in favour of Bello Adegboyega

C: Charges Register continued

Basheer for 147 years from 1 January 2019.

NOTE: Copy filed.

- 14 (24.07.2017) UNILATERAL NOTICE affecting Flat 316, Third Floor, Devon House in respect of an Agreement for Lease dated 21 July 2017 made between (1) YPG Devon House Limited (2) Perennial Management Limited and (3) Hung Chi Fang.

NOTE: Copy filed.

- 15 (24.07.2017) BENEFICIARY: Hung Chi Fang care of Maxwell Alves Solicitors, 75 Farringdon Road, London EC1M 3JV.

- 16 (03.08.2017) Agreement for lease affecting Flat 328, Third Floor, Devon House dated 24 July 2017 in favour of Naoufel Aoun for 147 years from 1 January 2019.

NOTE: Copy filed

- 17 (10.08.2017) Agreement for lease affecting Flat 417, Fourth Floor, Devon House dated 7 August 2017 in favour of Kuldev Singh Sehra and Kashmir Banwait for 147 years from 1 January 2019.

NOTE: Copy filed.

- 18 (21.08.2017) UNILATERAL NOTICE affecting Apartment P108 Floor P1, Devon House in respect of Agreement for Lease dated 14 August 2017 made between (1) YPG Devon House Limited (2) Perennial Management Limited and (3) Robert Brainerd Spoon.

NOTE: Copy filed.

- 19 (21.08.2017) BENEFICIARY: Robert Brainerd Spoon of PO Box 12456, Benoryn, Benoni, South Africa.

- 20 (29.08.2017) Agreement for lease affecting Flat 311, Floor Three, Devon House dated 21 August 2017 in favour of Tsz Yu Loy for 147 years from 1 January 2019.

NOTE: Copy filed.

- 21 (29.08.2017) Agreement for lease affecting Flat 317, Floor Three, Devon House dated 21 August 2017 in favour of Trinette Yona D'sa and Sherwin Cyril D'sa for 147 years from 1 January 2019.

NOTE: Copy filed.

- 22 (08.09.2017) UNILATERAL NOTICE affecting Flat 103, Devon House in respect of an Agreement for Lease dated 25 August 2017 made between (1) YPG Devon House Limited (2) Perennial Management Limited and (3) Aysha Bahloul.

NOTE: Copy filed.

- 23 (08.09.2017) BENEFICIARY: Aysha Bahloul of Wingate White, One Devonshire House, One Mayfair Place, London, W1J 8AJ.

- 24 (08.09.2017) UNILATERAL NOTICE affecting Flat 102, Devon House in respect of an Agreement for Lease dated 25 August 2017 made between (1) YPG Devon House Limited (2) Perennial Management Limited and (3) Omer Al-Hadharmi.

NOTE: Copy filed.

- 25 (08.09.2017) BENEFICIARY: Omer Al-Hadharmi of Wingate White, One Devonshire House, One Mayfair Place, London, W1J 8AJ.

- 26 (08.09.2017) Agreement for lease affecting Unit 219, Devon House dated 6 September 2017 in favour of Qiu Lu for 147 years from 1 January 2019.

NOTE: Copy filed.

- 27 (11.09.2017) Agreement for lease affecting P206, Devon House dated 7 September 2017 in favour of Philip Paul Greswold for 147 years from 1 January 2019.

C: Charges Register continued

NOTE: Copy filed.

- 28 (04.10.2017) UNILATERAL NOTICE affecting Flat P106, Floor Penthouse 1, Devon House in respect of an Agreement for Lease dated 3 October 2017 made between (1) YPG Devon House Limited (2) Perennial Management Limited and (2) Ajibola Ajiboye.

NOTE: Copy filed.

- 29 (04.10.2017) BENEFICIARY: Ajibola Ajiboye of Villa 15, TSE-TOTAL Condominio, No.54 Rua Pedro De Castro Vandonen-Loy, Luanda, CP5 245, Angola.

- 30 (27.12.2017) Agreement for lease affecting Flat 320, Devon House dated 21 December 2017 in favour of Lie King Fung for 147 years from 1/1/19.

NOTE: Copy filed.

- 31 (09.01.2018) Agreement for lease affecting Flat 407, Floor 1, Fabric District Residence dated 5 January 2018 in favour of Lie Kin Fung for 147 years from 1 January 2019.

NOTE: Copy filed.

- 32 (09.01.2018) Agreement for lease affecting Flat 416, Floor 1, Fabric District Residence dated 5 January 2018 in favour of Fu Yu for 147 years from 1 January 2019.

NOTE: Copy filed.

- 33 (16.01.2018) Agreement for lease affecting Flat 420, Floor 4, Fabric District Residence dated 12 January 2018 in favour of Wing Sum Ngai for 147 years from 1 January 2019.

NOTE: Copy filed.

- 34 (15.03.2018) Agreement for lease affecting Flat 322, Floor 3, Fabric Residence dated 13 March 2018 in favour of Zhao Yong for 147 years from 1 January 2019.

NOTE: Copy filed.

- 35 (21.03.2018) UNILATERAL NOTICE affecting Flat 127, Floor 1, Fabric District Residence in respect of an Agreement for Sale dated 19 March 2018 made between (1) YPG Fabric Residence Limited and (2) Anuradha Jayachandran.

- 36 (21.03.2018) BENEFICIARY: Anuradha Jayachandran of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

- 37 (21.03.2018) UNILATERAL NOTICE affecting Flat 507, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 19 March 2018 made between (1) YPG Fabric Residence Limited and (2) Philip Mark Longdon.

- 38 (21.03.2018) BENEFICIARY: Philip Mark Longdon of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

- 39 (21.03.2018) UNILATERAL NOTICE affecting Flat 509, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 19 March 2018 made between (1) YPG Fabric Residence Limited and (2) Shols Investment Limited.

- 40 (21.03.2018) BENEFICIARY: Shols Investment Limited (Co. Regn. No. 09630984) of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

- 41 (22.03.2018) UNILATERAL NOTICE affecting Flat 527, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 12 March 2018 made between (1) YPG Fabric Residence Limited and (2) Jonathan Mark Halsey.

- 42 (22.03.2018) BENEFICIARY: Jonathan Mark Halsey of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

C: Charges Register continued

- 43 (23.03.2018) UNILATERAL NOTICE affecting Flat 528, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 22 March 2018 made between (1) YPG Fabric Residence Limited and (2) Adejoke Adetoro A Adeyeye.
- 44 (23.03.2018) BENEFICIARY: Adejoke Adetoro A Adeyeye of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 45 (23.03.2018) UNILATERAL NOTICE affecting Flat 524, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 22 March 2018 made between (1) YPG Fabric Residence Limited and (2) Anastasia Coral Kershaw.
- 46 (23.03.2018) BENEFICIARY: Anastasia Coral Kershaw of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 47 (26.03.2018) UNILATERAL NOTICE affecting Flat 522, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 22 March 2018 made between (1) YPG Fabric Residence Limited and (2) Yan Sabberton.
- NOTE: Copy filed.
- 48 (26.03.2018) BENEFICIARY: Yan Sabberton of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 49 (04.04.2018) UNILATERAL NOTICE affecting Flat 516, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 3 April 2018 made between (1) YPG Fabric Residence Limited and (2) Awat Ibrahim.
- 50 (04.04.2018) BENEFICIARY: Awat Ibrahim of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 51 (10.04.2018) UNILATERAL NOTICE affecting Flat 706, Floor 7, Fabric District Residence in respect of an Agreement for Sale dated 6 April 2018 made between (1) YPG Fabric Residence Limited and (2) Miguel Rechichi.
- 52 (10.04.2018) BENEFICIARY: Miguel Rechichi of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 53 (12.04.2018) UNILATERAL NOTICE affecting Flat 108, Floor 1, Fabric District Residence in respect of an Agreement for Sale dated 10 April 2018 made between (1) YPG Fabric Residence Limited and (2) Shajan Vasudevan.
- 54 (12.04.2018) BENEFICIARY: Shajan Vasudevan of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 55 (19.04.2018) UNILATERAL NOTICE affecting Flat 315, Floor 3, Fabric District Residence in respect of an Agreement for Sale dated 12 April 2018 made between (1) YPG Fabric Residence Limited and (2) Malcolm Peter Smith.
- 56 (19.04.2018) BENEFICIARY: Malcolm Peter Smith of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 57 (19.04.2018) UNILATERAL NOTICE affecting Flat 503, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 17 April 2018 made between (1) YPG Fabric Residence Limited and (2) Syed Hussain Kadhem Jaafar Alalawi, Leena Ebrahim Shaikh Mohamed Naser and Sayed Hashem Husain Kadhem Jaafar Alalawi.
- 58 (19.04.2018) BENEFICIARY: Syed Hussain Kadhem Jaafar Alalawi, Leena Ebrahim Shaikh Mohamed Naser and Sayed Hashem Husain Kadhem Jaafar Alalawi of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 59 (19.04.2018) UNILATERAL NOTICE affecting Flat 415, Floor 4, Fabric District Residence in respect of an Agreement for Sale dated 18 April 2018 made between (1) YPG Fabric Residence Limited and (2) Helen Barbara Perry.
- 60 (19.04.2018) BENEFICIARY: Helen Barbara Perry of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

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- 61 (19.04.2018) UNILATERAL NOTICE affecting Flat 601, Floor 6, Fabric District Residence in respect of an Agreement for Sale dated 18 April 2018 made between (1) YPG Fabric Residence Limited and (2) Russell John Perry and Helen Barbara Perry.
- 62 (19.04.2018) BENEFICIARY: Russell John Perry and Helen Barbara Perry of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 63 (20.04.2018) UNILATERAL NOTICE affecting Flat 714, Floor 7, Fabric District Residence in respect of an Agreement for Sale dated 18 April 2018 made between (1) YPG Fabric Residence Limited and (2) Sarah Jane Slater.
- 64 (20.04.2018) BENEFICIARY: Sarah Jane Slater of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 65 (23.04.2018) UNILATERAL NOTICE affecting Flat 116, Floor 1, Fabric District Residence in respect of an Agreement for Sale dated 20 April 2018 made between (1) YPG Fabric Residence Limited and (2) Stefan Wilhelmus Jacobus Mouwen and Roy Martinus Gerardus Bootz.
- 66 (23.04.2018) BENEFICIARY: Stefan Wilhelmus Jacobus Mouwen and Roy Martinus Gerardus Bootz of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 67 (24.04.2018) Agreement for lease affecting Flat 306, Floor 3, Fabric Residence dated 18 April 2018 in favour of Ding Fang Fang for 250 years from 1 January 2019.
- NOTE: Copy filed.*
- 68 (24.04.2018) Agreement for lease affecting Flat 325, Floor 3, Fabric Residence dated 18 April 2018 in favour of Ding Fang Fang for 250 years from 1 January 2019.
- NOTE: Copy filed.*
- 69 (08.05.2018) UNILATERAL NOTICE affecting Flat 505, Floor 5, Fabric District Residence in respect of an Agreement for Sale dated 4 May 2018 made between (1) YPG Fabric Residence Limited and (2) Terry Charles Booth.
- NOTE: Copy filed.*
- 70 (08.05.2018) BENEFICIARY: Terry Charles Booth of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 71 (15.05.2018) UNILATERAL NOTICE affecting Flat 113, Floor 1, Fabric District Residence in respect of an Agreement for Sale dated 14 May 2018 made between (1) YPG Fabric Residence Limited and (2) Andrew Beaman and Michelle Janice Shaw.
- NOTE: Copy filed.*
- 72 (15.05.2018) BENEFICIARY: Andrew Beaman and Michelle Janice Shaw of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 73 (15.05.2018) UNILATERAL NOTICE affecting Flat 119, Floor 1, Fabric District Residence in respect of an Agreement for Sale dated 14 May 2018 made between (1) YPG Fabric Residence Limited and (2) Andrew Beaman and Michelle Janice Shaw.
- NOTE: Copy filed.*
- 74 (15.05.2018) BENEFICIARY: Andrew Beaman and Michelle Janice Shaw of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 75 (15.05.2018) UNILATERAL NOTICE affecting Flat 302, Floor 3, Fabric District Residence in respect of an Agreement for Sale dated 14 May 2018 made between (1) YPG Fabric Residence Limited and (2) Zayd Hoosein and Sumeya Hoosein.
- NOTE: Copy filed.*
- 76 (15.05.2018) BENEFICIARY: Zayd Hoosein and Sumeya Hoosein of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

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77 (25.05.2018) UNILATERAL NOTICE affecting Flat 401, Floor 4, Fabric District Residence in respect of an Agreement for Sale dated 4 May 2018 made between (1) YPG Fabric Residence Limited and (2) Rafik Salem.

78 (25.05.2018) BENEFICIARY: Rafik Salem of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

79 (30.05.2018) UNILATERAL NOTICE affecting Flat 327, Floor 3, Fabric District Residence in respect of an Agreement for Sale dated 25 May 2018 made between (1) YPG Fabric Residence Limited and (2) Matthew David Howes.

NOTE: Copy filed.

80 (30.05.2018) BENEFICIARY: Matthew David Howes of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

81 (04.06.2018) UNILATERAL NOTICE affecting Flat 713, Floor 7, Fabric District Residence in respect of an Agreement for Sale dated 31 May 2018 made between (1) YPG Fabric Residence Limited and (2) Jacqueline Ann Rydstrom.

NOTE: Copy filed.

82 (04.06.2018) BENEFICIARY: Jacqueline Ann Rydstrom of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

83 (04.06.2018) UNILATERAL NOTICE affecting Flat 709, Floor 7, Fabric District Residence in respect of an Agreement for Sale dated 1 June 2018 made between (1) YPG Fabric Residence Limited and (2) Street Acquisitions Limited.

NOTE: Copy filed.

84 (04.06.2018) BENEFICIARY: Street Acquisitions Limited (Co. Regn. No. 11215252) of PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

85 (18.06.2018) UNILATERAL NOTICE affecting Flat 308, Floor 3, Fabric District Residence in respect of an Agreement for Sale dated 13 June 2018 made between (1) YPG Fabric Residence Limited and (2) Paul Cleary and Jane Cleary.

NOTE: Copy filed.

86 (18.06.2018) BENEFICIARY: Paul Cleary and Jane Cleary of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

87 (20.06.2018) UNILATERAL NOTICE affecting Unit 423, Fabric District Residence in respect of a Contract for Sale dated 15 June 2018 made between (1) YPG Fabric Residence Limited and (2) Monjur Billah.

88 (20.06.2018) BENEFICIARY: Monjur Billah care of Ai Law, 6th Floor, 1 Lowry Plaza, Media City, Manchester, M50 3UB.

89 (25.06.2018) UNILATERAL NOTICE affecting Flat 710, Floor 7, Fabric District Residence in respect of an Agreement for Sale dated 3 May 2018 made between (1) YPG Fabric Residence Limited and (2) Eddie Okpara.

NOTE: Copy filed.

90 (25.06.2018) BENEFICIARY: Eddie Okpara of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

91 (02.07.2018) Agreement for lease affecting Flat 411, Floor 4, Fabric Residence dated 28 June 2018 in favour of Ji Jing Ya for 250 years from 1 January 2019.

NOTE: Copy filed.

92 (02.07.2018) Agreement for lease affecting Flat 410, Floor 4, Fabric Residence dated 28 June 2018 in favour of Ji Jing Ya for 250 years from 1 January 2019.

NOTE: Copy filed.

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- 93 (03.07.2018) UNILATERAL NOTICE affecting Flat 614, Floor 6, Fabric Residence in respect of an Agreement for Sale dated 15 June 2018 made between (1) YPG Fabric Residence Limited and (2) Solomon Judah.
- NOTE: Copy filed.*
- 94 (03.07.2018) BENEFICIARY: Solomon Judah care of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 95 (03.07.2018) UNILATERAL NOTICE affecting Flat 725, Floor 7, Fabric Residence in respect of an Agreement for Sale dated 18 June 2018 made between (1) YPG Fabric Residence Limited and (2) Lynda Briody and Rosario Selli Marino.
- NOTE: Copy filed.*
- 96 (03.07.2018) BENEFICIARY: Lynda Briody and Rosario Selli Marino care of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 97 (03.07.2018) UNILATERAL NOTICE affecting Flat 307, Floor 3, Fabric Residence in respect of an Agreement for Sale dated 13 June 2018 made between (1) YPG Fabric Residence Limited and (2) Elizabeth Jane Hampton.
- NOTE: Copy filed.*
- 98 (03.07.2018) BENEFICIARY: Elizabeth Jane Hampton care of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 99 (05.07.2018) UNILATERAL NOTICE affecting Flat 518, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 27 June 2018 made between (1) YPG Fabric Residence Limited and (2) Maivand Lemar.
- NOTE: Copy filed.*
- 100 (05.07.2018) BENEFICIARY: Maivand Lemar care of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 101 (12.07.2018) UNILATERAL NOTICE affecting Flat 303, Floor 3, Fabric Residence in respect of an Agreement for Sale dated 23 May 2018 made between (1) YPG Fabric Residence Limited and (2) Richa Sinha and Anita Sinha.
- 102 (12.07.2018) BENEFICIARY: Richa Sinha and Anita Sinha of 10 Hallwood Close, Burnley BB10 2LQ and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 103 (12.07.2018) UNILATERAL NOTICE affecting Flat 304, Floor 3, Fabric Residence in respect of an Agreement for Sale dated 28 June 2018 made between (1) YPG Fabric Residence Limited and (2) Dr Chaand Nagpaul and Dr Meenakshi Nagpaul.
- 104 (12.07.2018) BENEFICIARY: Dr Chaand Nagpaul and Dr Meenakshi Nagpaul of 8 Hathaway Close, Stanmore, Middlesex HA7 3NR and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 105 (12.07.2018) UNILATERAL NOTICE affecting Flat 604, Floor 6, Fabric Residence in respect of an Agreement for Sale dated 28 June 2018 made between (1) YPG Fabric Residence Limited and (2) Dr Chaand Nagpaul and Dr Meenakshi Nagpaul.
- 106 (12.07.2018) BENEFICIARY: Dr Chaand Nagpaul and Dr Meenakshi Nagpaul of 8 Hathaway Close, Stanmore, Middlesex HA7 3NR and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 107 (12.07.2018) UNILATERAL NOTICE affecting Flat 605, Floor 6, Fabric Residence in respect of an Agreement for Sale dated 28 June 2018 made between (1) YPG Fabric Residence Limited and (2) Dr Chaand Nagpaul and Dr Meenakshi Nagpaul.
- 108 (12.07.2018) BENEFICIARY: Dr Chaand Nagpaul and Dr Meenakshi Nagpaul of 8 Hathaway Close, Stanmore, Middlesex HA7 3NR and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 109 (12.07.2018) UNILATERAL NOTICE affecting Flat 716, Floor 7, Fabric

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Residence in respect of an Agreement for Sale dated 21 June 2018 made between (1) YPG Fabric Residence Limited and (2) Kepa Diez Ara.

- 110 (12.07.2018) BENEFICIARY: Kepa Diez Ara of Flat 309, Centralofts, 21 Waterloo Street, Newcastle Upon Tyne NE1 4AL and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 111 (12.07.2018) UNILATERAL NOTICE affecting Flat 201, Floor 2, Fabric Residence in respect of an Agreement for Sale dated 19 June 2018 made between (1) YPG Fabric Residence Limited and Ayad Badea Khalaf.
- 112 (12.07.2018) BENEFICIARY: Ayad Badea Khalaf of 54 Bowes Road, London W3 7AB and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 113 (13.07.2018) UNILATERAL NOTICE affecting Flat 515, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 10 May 2018 made between (1) YPG Fabric Residence Limited and (2) Gujral Investments Limited.
- 114 (13.07.2018) BENEFICIARY: Gujral Investments Limited (Co. Regn. No. 11166693) of 8 The Dell, Fixby, Huddersfield HD2 2FD and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 115 (13.07.2018) UNILATERAL NOTICE affecting Flat 523, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 13 April 2018 made between (1) YPG Fabric Residence Limited and (2) Federica Innaimi.
- 116 (13.07.2018) BENEFICIARY: Federica Innaimi of Via Nesea 4, 90150, Palermo, Italy and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 117 (13.07.2018) UNILATERAL NOTICE affecting Flat 613, Floor 6, Fabric Residence in respect of an Agreement for Sale dated 23 April 2018 made between (1) YPG Fabric Residence Limited and (2) Giovanni Pagano.
- 118 (13.07.2018) BENEFICIARY: Giovanni Pagano of 2 Birchdale Close, Greasby, Wirral, Merseyside CH49 2SE and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 119 (18.07.2018) UNILATERAL NOTICE affecting Flat 517, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 13 July 2018 made between (1) YPG Fabric Residence Limited and (2) Gill Spadoni and Alessandro Spadoni.
- 120 (18.07.2018) BENEFICIARY: Gill Spadoni and Alessandro Spadoni of Waltikon 24 8126, Zumikon, Zurich, 8123, Switzerland and care of Ackland & Co, 68 Llandaff Road, Cardiff CF11 9NL.
- 121 (23.07.2018) UNILATERAL NOTICE affecting Flat 323, Floor 3, Fabric Residence in respect of an Agreement for Sale dated 5 July 2018 made between (1) YPG Fabric Residence Limited and (2) Ammar Saif Rana.
- NOTE: Copy filed.*
- 122 (23.07.2018) BENEFICIARY: Ammar Saif Rana of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 123 (24.07.2018) UNILATERAL NOTICE affecting Flat 715, Floor 7, Fabric Residence in respect of an Agreement for Sale dated 6 July 2018 made between (1) YPG Fabric Residence Limited and (2) Christine Hammond and Paris Lynda Hammond and Murray Christopher Hammond.
- NOTE: Copy filed.*
- 124 (24.07.2018) BENEFICIARY: Christine Hammond and Paris Lynda Hammond and Murray Christopher Hammond of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 125 (25.07.2018) UNILATERAL NOTICE affecting Flat 602, Floor 6, Fabric Residence in respect of an Agreement for Sale dated 18 July 2018 made between (1) YPG Fabric Residence Limited and (2) Daniel Owen Proctor.
- NOTE: Copy filed.*
- 126 (25.07.2018) BENEFICIARY: Daniel Owen Proctor of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.

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- 127 (27.07.2018) UNILATERAL NOTICE affecting Flat 123, Floor 1, Fabric Residence in respect of a Contract for Sale dated 23 July 2018 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Alistair Bryan Wren and Patricia Susan Wren.
- 128 (27.07.2018) BENEFICIARY: Alistair Bryan Wren and Patricia Susan Wren of PO Box 30941, Budaiya, Bahrain and Ackland & Co, 68 Llandaff Road, Cardiff, CF11 9NL.
- 129 (30.07.2018) UNILATERAL NOTICE affecting Flat 513, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 27 July 2018 made between (1) YPG Fabric Residence Limited, (2) Perennial Management Limited and (3) Manting Zhao.
- NOTE: Copy filed.*
- 130 (30.07.2018) BENEFICIARY: Manting Zhao of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 131 (31.07.2018) UNILATERAL NOTICE affecting Flat 506, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 27 July 2018 made between (1) YPG Fabric Residence Limited, (2) Perennial Management Limited and (3) Boyu Song.
- NOTE: Copy filed.*
- 132 (31.07.2018) BENEFICIARY: Boyu Song of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 133 (31.07.2018) UNILATERAL NOTICE affecting Flat 520, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 27 July 2018 made between (1) YPG Fabric Residence Limited, (2) Perennial Management Limited and (3) Boyu Song.
- NOTE: Copy filed.*
- 134 (31.07.2018) BENEFICIARY: Boyu Song of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 135 (09.08.2018) UNILATERAL NOTICE affecting Flat 125, Floor 1, Fabric Residence in respect of an Agreement for Sale dated 26 July 2018 made between (1) YPG Fabric Residence Limited, (2) Perennial Management Limited and (3) Olivia Lesley Glekin.
- NOTE: Copy filed.*
- 136 (09.08.2018) BENEFICIARY: Olivia Lesley Glekin of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 137 (16.08.2018) UNILATERAL NOTICE affecting Flat 625, Floor 6, Fabric Residence in respect of an Agreement for Sale dated 15 August 2018 made between (1) YPG Fabric Residence Limited, (2) Perennial Management Limited and (3) Stephanie Elizabeth Freeman.
- NOTE: Copy filed.*
- 138 (16.08.2018) BENEFICIARY: Stephanie Elizabeth Freeman of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 139 (03.09.2018) UNILATERAL NOTICE affecting Flat 321, Floor 3, Fabric Residence in respect of an Agreement for Lease dated 31 July 2018 made between (1) YPG Fabric Residence Limited and (2) Ahmed Mohamed Hebli Osman.
- NOTE: Copy filed.*
- 140 (03.09.2018) BENEFICIARY: Ahmed Mohamed Hebli Osman of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham, WA14 5UW.
- 141 (26.09.2018) UNILATERAL NOTICE affecting Flat 619, Floor 6, Fabric Residence in respect of an Agreement for Lease dated 12 September 2018 made between (1) YPG Fabric Residence Limited and (2) Kersi Master, Diana Master and Karan Master.
- 142 (26.09.2018) BENEFICIARY: Kersi Master, Diana Master and Karan Master care of MSB Solicitors, 17 Allerton Road, Liverpool L18 1LG.

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- 143 (26.09.2018) UNILATERAL NOTICE affecting Flat 717, Floor 7, Fabric Residence in respect of an Agreement for Lease dated 12 September 2018 made between (1) YPG Fabric Residence Limited and (2) Kersi Master, Diana Master and Karan Master.
- 144 (26.09.2018) BENEFICIARY: Kersi Master, Diana Master and Karan Master care of MSB Solicitors, 17 Allerton Road, Liverpool L18 1LG.
- 145 (27.09.2018) UNILATERAL NOTICE affecting Flat 209, Floor 2, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited and (2) Jassim Faisal M T Al Thani.
- NOTE: Copy filed.*
- 146 (27.09.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, AL Bahja Street Al Gharaffa, Al Rayyan City, Qatar.
- 147 (28.09.2018) UNILATERAL NOTICE affecting Flat 427, Floor 4, Fabric Residence in respect of an Agreement for Lease dated 18 September 2018 made between (1) YPG Fabric Residence Limited and (2) Ramzan Khan Awan and Rukhsan Jamali.
- NOTE: Copy filed.*
- 148 (28.09.2018) BENEFICIARY: Ramzan Khan Awan and Rukhsan Jamali of Chaman, Higgs Lane, Willerby Low Road, Hull HU10 6EG.
- 149 (28.09.2018) UNILATERAL NOTICE affecting Flat 205, Floor 2, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited and (2) Jassim Faisal M T Al Thani.
- NOTE: Copy filed.*
- 150 (28.09.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street AL Gharaffa, Al Rayyan City, Qatar.
- 151 (28.09.2018) UNILATERAL NOTICE affecting Flat 203, Floor 2, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited and (2) Jassim Faisal M T Al Thani.
- NOTE: Copy filed.*
- 152 (28.09.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street, AL Gharaffa, Al Rayyan City, Qatar.
- 153 (28.09.2018) UNILATERAL NOTICE affecting Flat 403, Floor 4, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited and (2) Jassim Faisal M T Al Thani.
- NOTE: Copy filed.*
- 154 (28.09.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street, Al Gharaffa, Al Rayyan City, Qatar.
- 155 (08.10.2018) UNILATERAL NOTICE affecting Flat 226, Floor 2, Fabric Residence in respect of an Agreement for Sale dated 5 October 2018 made between (1) YPG Fabric Residence Ltd and (2) Anthony Graham Stanton.
- 156 (08.10.2018) BENEFICIARY: Anthony Graham Stanton of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 157 (11.10.2018) UNILATERAL NOTICE affecting Flat 618, Floor 6, Fabric Residence in respect of an Agreement for Sale dated 2 October 2018 made between (1) YPG Fabric Residence Ltd and (2) Erdal Ucar.
- 158 (11.10.2018) BENEFICIARY: Erdal Ucar of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 159 (19.10.2018) UNILATERAL NOTICE affecting Flat 609, Floor 6, Fabric Residence in respect of a Contract for Lease dated 11 October 2018 made between (1) YPG Fabric Residence Ltd, (2) Perennial Management Limited and (3) Centillion Assets Ltd.

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NOTE: Copy filed.

- 160 (19.10.2018) BENEFICIARY: Centillion Assets Ltd (Co. Regn. No. 11045797) care of Mills Chody LLP, 226-228 Kenton Road, Kenton, Harrow, Middlesex HA3 8BZ.
- 161 (25.10.2018) UNILATERAL NOTICE affecting Flat 406, Floor 4, Fabric Residence in respect of an Agreement for Sale dated 4 October 2018 made between (1) YPG Fabric Residence Limited and (2) Jiaxin Xian.
- 162 (25.10.2018) BENEFICIARY: Jiaxin Xian of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 163 (08.11.2018) UNILATERAL NOTICE affecting Flat 312, Floor 3, Fabric Residence in respect of an Agreement for Lease dated 13 September 2018 made between (1) YPG Fabric Residence Limited and (2) Chi Hou Wan.

NOTE: Copy filed.

- 164 (08.11.2018) BENEFICIARY: Chi Hou Wan of 11 Claremont Court, C25 Claremont Avenue, Woking GU22 7SF.
- 165 (09.11.2018) UNILATERAL NOTICE affecting Flat 309, Floor 3, Fabric Residence in respect of an Agreement for Lease dated 4 September 2018 made between (1) YPG Fabric Residence Limited and (2) Jingyong Bao.

NOTE: Copy filed.

- 166 (09.11.2018) BENEFICIARY: Jingyong Bao of Flat C, 8'F, Block 35, Laguna City, Kwun Tong, KLN, Hong Kong.
- 167 (09.11.2018) UNILATERAL NOTICE affecting Flat 719, Floor 7, Fabric Residence in respect of an Agreement for Lease dated 2 July 2018 made between (1) YPG Fabric Residence Limited and (2) Alia Saleem.

NOTE: Copy filed.

- 168 (09.11.2018) BENEFICIARY: Alia Saleem care of Campion Solicitors, 4 Milner Road, Heswall, Wirral CH60 5RZ.
- 169 (12.11.2018) UNILATERAL NOTICE affecting Flat 216, Floor 2, Fabric Residence in respect of an Agreement for Lease dated 10 October 2018 made between (1) YPG Fabric Residence Limited and (2) Christina Victoria Von Schmieder.

NOTE: Copy filed.

- 170 (12.11.2018) BENEFICIARY: Christina Victoria Von Schmieder of 1a Ridley Road, London NW10 5UB.
- 171 (13.11.2018) UNILATERAL NOTICE affecting Flat 720, Floor 7, Fabric Residence in respect of an Agreement for Lease dated 9 October 2018 made between (1) YPG Fabric Residence Limited and (2) Pauline Elizabeth Penney and Patrick Thomas Hassett.
- 172 (13.11.2018) BENEFICIARY: Pauline Elizabeth Penney and Patrick Thomas Hassett of PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 173 (21.11.2018) UNILATERAL NOTICE affecting Flat 215, Floor 2, Fabric Residence in respect of a Contract for Sale dated 20 September 2018 made between (1) YPG Fabric Residence Limited, (2) Perennial Management Limited and (3) Richard Cunningham and Elizabeth Cunningham.
- 174 (21.11.2018) BENEFICIARY: Richard Cunningham and Elizabeth Cunningham of Panorama Unit 10, 32 Astwood Road, Paget, DV04, Bermuda and Ackland & Co, 68 Llandaff Road, Cardiff, CF11 9NL.

- 175 (21.11.2018) UNILATERAL NOTICE affecting Flat 620, Floor 6, Fabric Residence in respect of an Agreement for Lease dated 17 October 2018 made between (1) YPG Fabric Residence Limited and (2) Donny Gee Yul Sung.

NOTE: Copy filed.

C: Charges Register continued

- 176 (21.11.2018) BENEFICIARY: Donny Gee Yul Sung of 74 Old Meadow Lane, Altrincham WA15 8JZ.
- 177 (27.11.2018) UNILATERAL NOTICE affecting Flat 617, Floor 6, Fabric Residence in respect of an Agreement for Lease dated 5 November 2018 made between (1) YPG Fabric Residence Limited and (2) CDD Investments Limited.
- NOTE: Copy filed.*
- 178 (27.11.2018) BENEFICIARY: CDD Investments Limited (Co. Regn. No. 11544186) of 364A Lee High Road, London SE12 8RS.
- 179 (03.12.2018) UNILATERAL NOTICE affecting Flat 316, Floor 3, Fabric Residence in respect of an Agreement for Lease dated 5 November 2018 made between (1) YPG Fabric Residence Limited and (2) Tiffany On-Ting Shum Savi.
- NOTE: Copy filed.*
- 180 (03.12.2018) BENEFICIARY: Tiffany On-Ting Shum Savi of 11 Queensmill Road, London SW6 6JP.
- 181 (03.12.2018) UNILATERAL NOTICE affecting Flat 519, Floor 5, Fabric Residence in respect of an Agreement for Lease dated 17 September 2018 made between (1) YPG Fabric Residence Limited and (2) Brian McFarlane.
- NOTE: Copy filed.*
- 182 (03.12.2018) BENEFICIARY: Brian McFarlane of 70 Wynchgate, London N14 6RL.
- 183 (10.12.2018) UNILATERAL NOTICE affecting Flat 225, Floor 2, Fabric Residence in respect of an Agreement for Lease dated 29 November 2018 made between (1) YPG Fabric Residence Limited and (2) Elmar Jafarli.
- NOTE: Copy filed.*
- 184 (10.12.2018) BENEFICIARY: Elmar Jafarli of Baku City, 8 MKR, 5 Mammadova Street, Building 11, Flat 116, Azerbaijan.
- 185 (10.12.2018) UNILATERAL NOTICE affecting Flat 708, Floor 7, Fabric Residence in respect of an Agreement for Lease dated 10 August 2018 made between (1) YPG Fabric Residence Limited and (2) Helier John Falle and Lorraine Clare Falle.
- NOTE: Copy filed.*
- 186 (10.12.2018) BENEFICIARY: Helier John Falle and Lorraine Clare Falle of Le Carriere, Les Fonds De Longueville, Grouville, Jersey JE3 9AB.
- 187 (09.01.2019) UNILATERAL NOTICE affecting Flat 414, Floor 4, Fabric Residence in respect of an Agreement for Lease dated 5 November 2018 made between (1) YPG Fabric Residence Limited and (2) Leovit Limited.
- 188 (09.01.2019) BENEFICIARY: Leovit Limited (Co. Regn. No. 10542295) of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 189 (21.01.2019) UNILATERAL NOTICE affecting Flat 501, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 14 March 2018 made between (1) YPG Fabric Residence Limited and (2) Joseph Michael Worthington-Leese.
- 190 (21.01.2019) BENEFICIARY: Joseph Michael Worthington-Leese of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 191 (21.01.2019) UNILATERAL NOTICE affecting Flat 502, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 15 March 2018 made between (1) YPG Fabric Residence Limited and (2) Gujral Investments Limited.
- 192 (21.01.2019) BENEFICIARY: Gujral Investments Limited (Co. Regn. No. 11166693) of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.

C: Charges Register continued

- 193 (21.01.2019) UNILATERAL NOTICE affecting Flat 510, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 14 March 2018 made between (1) YPG Fabric Residence Limited and (2) Kok Joo Ng.
- 194 (21.01.2019) BENEFICIARY: Kok Joo Ng of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 195 (21.01.2019) UNILATERAL NOTICE affecting Flat 703, Floor 7, Fabric Residence in respect of an Agreement for Sale dated 29 March 2018 made between (1) YPG Fabric Residence Limited and (2) Regenerate Solutions Limited.
- 196 (21.01.2019) BENEFICIARY: Regenerate Solutions Limited (Co. Regn. No. 09721465) of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 197 (21.01.2019) UNILATERAL NOTICE affecting Flat 701, Floor 7, Fabric Residence in respect of an Agreement for Sale dated 29 March 2018 made between (1) YPG Fabric Residence Limited and (2) Akaal Holdings Limited.
- 198 (21.01.2019) BENEFICIARY: Akaal Holdings Limited (Co. Regn. No. 11128698) of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 199 (21.01.2019) UNILATERAL NOTICE affecting Flat 109, Floor 1, Fabric Residence in respect of an Agreement for Sale dated 21 March 2018 made between (1) YPG Fabric Residence Limited and (2) Jenifer Louise Sinclair.
- 200 (21.01.2019) BENEFICIARY: Jenifer Louise Sinclair of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 201 (25.01.2019) UNILATERAL NOTICE affecting Flat 521, Floor 5, Fabric Residence in respect of an Agreement for Lease dated 24 August 2018 made between (1) YPG Fabric Residence Limited and (2) Joanna Seed and David Seed.
- 202 (25.01.2019) BENEFICIARY: Joanna Seed and David Seed of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 203 (25.01.2019) UNILATERAL NOTICE affecting Flat 526, Floor 5, Fabric Residence in respect of an Agreement for Lease dated 28 August 2018 made between (1) YPG Fabric Residence Limited and (2) Ahmed Safaa Eldin Youssef Ahmed.
- 204 (25.01.2019) BENEFICIARY: Ahmed Safaa Eldin Youssef Ahmed of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 205 (25.01.2019) UNILATERAL NOTICE affecting Flat 326, Floor 3, Fabric Residence in respect of an Agreement for Lease dated 26 July 2018 made between (1) YPG Fabric Residence Limited and (2) Alexander James Sinclair.
- 206 (25.01.2019) BENEFICIARY: Alexander James Sinclair of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 207 (28.01.2019) UNILATERAL NOTICE affecting Flat 712, Floor 7, Fabric Residence in respect of an Agreement for Sale dated 10 May 2018 made between (1) YPG Fabric Residence Limited and (2) Lim Eng Kiat and Sim Siow Peng.
- 208 (28.01.2019) BENEFICIARY: Lim Eng Kiat and Sim Siow Peng of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 209 (28.01.2019) UNILATERAL NOTICE affecting Flat 124, Floor 1, Fabric Residence in respect of an Agreement for Sale dated 15 March 2018 made between (1) YPG Fabric Residence Limited and (2) Cheng Pang.
- 210 (28.01.2019) BENEFICIARY: Cheng Pang of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 211 (28.01.2019) UNILATERAL NOTICE affecting Flat 512, Floor 5, Fabric Residence in respect of an Agreement for Sale dated 15 March 2018 made between (1) YPG Fabric Residence Limited and (2) Cheng Pang.
- 212 (28.01.2019) BENEFICIARY: Cheng Pang of Property Legal, PLS House, 2

C: Charges Register continued

Aegean Road, Atlantic Street, Altrincham WA14 5UW.

- 213 (28.01.2019) UNILATERAL NOTICE affecting Flat 704, Floor 7, Fabric Residence in respect of an Agreement for Sale dated 29 March 2018 made between (1) YPG Fabric Residence Limited and (2) Laura Ifield.
- 214 (28.01.2019) BENEFICIARY: Laura Ifield of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 215 (28.01.2019) UNILATERAL NOTICE affecting Flat 112, Floor 1, Fabric Residence in respect of an Agreement for Sale dated 14 March 2018 made between (1) YPG Fabric Residence Limited and (2) Anisa Chunara.
- 216 (28.01.2019) BENEFICIARY: Anisa Chunara of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 217 (28.01.2019) UNILATERAL NOTICE affecting Flat 310, Floor 3, Fabric Residence in respect of an Agreement for Sale dated 14 March 2018 made between (1) YPG Fabric Residence Limited and (2) Karen Jayne McGregor.
- 218 (28.01.2019) BENEFICIARY: Karen Jayne McGregor of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 219 (03.04.2019) UNILATERAL NOTICE affecting Flat 511, Floor 5, Fabric Residence in respect of an Agreement for Lease dated 21 August 2018 made between (1) YPG Fabric Residence Limited and (2) Kim Colvill.

NOTE: Copy filed.

- 220 (03.04.2019) BENEFICIARY: Kim Colvill of 151 The Ridgeway, Marshalswick, St Albans, Hertfordshire AL4 9XD.
- 221 (03.04.2019) UNILATERAL NOTICE affecting Flat 218, Floor 2, Fabric Residence in respect of an Agreement for Lease dated 20 March 2019 made between (1) YPG Fabric Residence Limited and (2) Madimali Pty Ltd.

NOTE: Copy filed.

- 222 (03.04.2019) BENEFICIARY: Madimali Pty Ltd (incorporated in Australia) of 9 Holtze Street, Fannie Bay NT 0820, Australia.
- 223 (12.04.2019) UNILATERAL NOTICE affecting Flat 612, Floor 6, Fabric Residence in respect of an Agreement for Lease dated 12 April 2019 made between (1) YPG Fabric Residence Limited and (2) Vadim Musaev.

NOTE: Copy filed.

- 224 (12.04.2019) BENEFICIARY: Vadim Musaev of Apartment 1, Abell House, 31 John Islip Street, London SW1P 4FE.
- 225 (23.05.2019) UNILATERAL NOTICE affecting Plot 126, Fabric District in respect of an Agreement for Sale dated 20 March 2018 made between (1) YPG Devon House Limited and (2) Sharon Coyle.
- 226 (23.05.2019) BENEFICIARY: Sharon Coyle of Property Legal PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 227 (27.08.2019) UNILATERAL NOTICE affecting Flat 227, Floor 2, Fabric Residence in respect of an Agreement for Lease dated 15 February 2019 made between (1) YPG Fabric Residence Limited and (2) Estelle Family Investments Company Limited.
- 228 (27.08.2019) BENEFICIARY: Estelle Family Investments Company Limited (Co. Regn. No. 09784009) care of Hooper Burrowes Legal, 11 Yeomanry Road, Battlefield Enterprise Park, Shrewsbury SY1 3EH.
- 229 (16.01.2020) UNILATERAL NOTICE affecting Flat 310, Floor 3, Fabric Residence in respect of a Contract for Sale dated 29 November 2019 made between (1) YPG Fabric Residence Limited and (2) CCNT Group Limited.
- 230 (16.01.2020) BENEFICIARY: CCNT Group Limited (Co. Regn. No. 12279521) care of Ai Law, 2nd Floor, 8 Water Street, Liverpool L2 8TD.
- 231 (16.01.2020) UNILATERAL NOTICE affecting Flat 426, Floor 4, Fabric Residence in respect of a Contract for Sale dated 29 November 2019 made between (1) YPG Fabric Residence Limited and (2) CCNT Group Limited.

C: Charges Register continued

- 232 (16.01.2020) BENEFICIARY: CCNT Group Limited (Co. Regn. No. 12279521) care of Ai Law, 2nd Floor, 8 Water Street, Liverpool L2 8TD.
- 233 (17.06.2020) UNILATERAL NOTICE affecting Plot 707, Floor 7, Fabric Residence in respect of an Agreement for Lease dated 1 May 2018 made between (1) YPG Fabric Residence Limited and (2) Qiting Zhang and Jia Huang.
- 234 (17.06.2020) BENEFICIARY: Qiting Zhang and Jia Huang of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 235 (21.07.2020) UNILATERAL NOTICE affecting Plot 711, Floor 7, Fabric Residence in respect of an Agreement for Sale dated 15 March 2018 between (1) YPG Fabric Residence Limited (2) Nicola Louise Williams and Lex Cassiere.
- 236 (21.07.2020) BENEFICIARY: Nicola Louise Williams and Lex Cassiere of Property Legal, PLS House, 2 Aegan Road, Atlantic Street, Altrincham WA14 5UW.
- 237 (09.09.2020) REGISTERED CHARGE dated 21 August 2020.
- 238 (09.09.2020) Proprietor: ULTIMATE BRIDGING FINANCE LIMITED (Co. Regn. No. 08093131) of First Floor, Equinox House, Great Park Road, Bradley Stoke, Bristol BS32 4QL.
- 239 (09.09.2020) REGISTERED CHARGE contained in a Debenture dated 21 August 2020.
- 240 (09.09.2020) Proprietor: ULTIMATE BRIDGING FINANCE LIMITED (Co. Regn. No. 08093131) of First Floor, Equinox House, Great Park Road, Bradley Stoke, Bristol BS32 4QL.
- 241 (04.08.2021) Equitable charge created by an interim charging order of the County Court Money Claims Centre dated 29 July 2021 in favour of Fleeters Limited (Court Reference H02YX519).
- NOTE: Copy filed.*
- 242 (15.10.2021) Equitable charge created by a final charging order of the County Court Money Claims Centre dated 28 September 2021 in favour of Fleeters Limited (Court Reference H02YX519).
- NOTE: Copy filed.*
- 243 (09.11.2021) UNILATERAL NOTICE affecting Flat 722, Floor 7, Fabric Residence in respect of an Agreement for Lease dated 22 August 2018 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Inderjit Kaur Ahitan.
- NOTE: Copy filed.*
- 244 (09.11.2021) BENEFICIARY: Inderjit Kaur Ahitan of Lough Point, 2 Gladbeck Way, Enfield, Middlesex, EN2 7JA and 21 Rossington Close, Enfield, Middlesex, EN1 4LN.
- 245 (22.11.2021) UNILATERAL NOTICE affecting Flat 616, Floor 6, Fabric Residence in respect of an Agreement for Lease dated 20 September 2018 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Ramzan Awan.
- NOTE: Copy filed.*
- 246 (22.11.2021) BENEFICIARY: Ramzan Awan of Chaman, Haggs Lane, Willerby Low Road, Hull, HU10 6EG.
- 247 (01.12.2021) UNILATERAL NOTICE affecting Flat 101, Floor 1, Fabric Residence in respect of an Agreement for Lease dated 27 April 2018 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Mohammed Omer Abassi.
- NOTE: Copy filed.*
- 248 (01.12.2021) BENEFICIARY: Mohammed Omar Abassi care of Athi Law LLP, High Street, Dronfield, Derbyshire, S18 1PX.

C: Charges Register continued

249 (10.01.2022) UNILATERAL NOTICE affecting Flat 224, Floor 2, Fabric Residence in respect of an Agreement for Lease dated 21 March 2019 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Wai Yee Ho and Man Tao Lam.

NOTE: Copy filed.

250 (10.01.2022) BENEFICIARY: Wai Yee Ho and Man Tao Lam care of Lester Dominic Solicitors, Upper Floors, 85-87 Ballards Lane, Finchley Central, London N3 1XT.

251 (17.01.2022) UNILATERAL NOTICE affecting Flat 724, Floor 7, Fabric Residence in respect of an Agreement for Lease dated 16 October 2018 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Ong Man Ying.

NOTE: Copy filed.

252 (17.01.2022) BENEFICIARY: Ong Man Ying care of Lester Dominic Solicitors, Upper Floors, 85-87 Ballards Lane, Finchley Central, London N3 1XT.

253 (14.02.2022) UNILATERAL NOTICE affecting Unit 204 Fabric District Residence in respect of an Agreement for Lease dated 27 July 2020 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (2) Jassim Faisal. M. T. Al-Thani.

254 (14.02.2022) BENEFICIARY: Jassim Faisal. M. T. Al-Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar and zshahin@john-taylor.com.

255 (22.02.2022) UNILATERAL NOTICE affecting Unit 210 Fabric District Residence in respect of an Agreement for Lease dated 27 July 2020 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (2) Jassim Faisal. M. T. Al-Thani.

256 (22.02.2022) BENEFICIARY: Jassim Faisal. M. T. Al-Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar and zshahin@john-taylor.com.

257 (24.02.2022) UNILATERAL NOTICE affecting Unit 404 Fabric District Residence in respect of an Agreement for Lease dated 27 July 2020 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (2) Jassim Faisal. M. T. Al-Thani.

258 (24.02.2022) BENEFICIARY: Jassim Faisal. M. T. Al-Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar and zshahin@john-taylor.com.

259 (25.02.2022) UNILATERAL NOTICE affecting Unit 409 Fabric District Residence in respect of an Agreement for Lease dated 27 July 2020 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (2) Jassim Faisal. M. T. Al-Thani.

260 (25.02.2022) BENEFICIARY: Jassim Faisal. M. T. Al-Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar and zshahin@john-taylor.com.

261 (02.03.2022) UNILATERAL NOTICE affecting Unit 412 Fabric District Residence in respect of an Agreement for Lease dated 27 July 2020 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (2) Jassim Faisal. M. T. Al-Thani.

262 (02.03.2022) BENEFICIARY: Jassim Faisal. M. T. Al-Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar and zshahin@john-taylor.com.

263 (02.03.2022) UNILATERAL NOTICE affecting Unit 504 Fabric District Residence in respect of an Agreement for Lease dated 27 July 2020 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (2) Jassim Faisal. M. T. Al-Thani.

264 (02.03.2022) BENEFICIARY: Jassim Faisal. M. T. Al-Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar and zshahin@john-taylor.com.

C: Charges Register continued

- 265 (02.03.2022) UNILATERAL NOTICE affecting Unit 603 Fabric District Residence in respect of an Agreement for Lease dated 27 July 2020 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (2) Jassim Faisal. M. T. Al-Thani.
- 266 (02.03.2022) BENEFICIARY: Jassim Faisal. M. T. Al-Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar and zshahin@john-taylor.com.
- 267 (17.03.2022) UNILATERAL NOTICE affecting Unit 316 Fabric District Residence in respect of an Agreement for Lease dated 4 November 2020 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Bogans Carpets Limited.
- 268 (17.03.2022) BENEFICIARY: Bogans Carpets Limited (Co. Regn. No. 01513050) of 128-140 Great Howard Street, Liverpool, L3 7AX and of peter.bogans@hotmail.com.
- 269 (23.03.2022) UNILATERAL NOTICE affecting Unit 222 Fabric District Residence in respect of an Agreement for Lease dated 27 July 2020 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Jassim Faisal. M. T. Al-Thani.
- 270 (23.03.2022) BENEFICIARY: Jassim Faisal. M. T. Al-Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar and of zshahin@john-taylor.com.
- 271 (11.07.2022) UNILATERAL NOTICE affecting Flat 105, Fabric District Residence in respect of an Agreement for Lease dated 2 April 2019 made between (1) YPG Fabric Residence Limited and (2) Yariv Haelyon.
- 272 (11.07.2022) BENEFICIARY: Yariv Haelyon care of AJP Business Centre, Suite 313, 152-154 Coles Green Road, London, NW2 7HD.
- 273 (13.07.2022) UNILATERAL NOTICE affecting Flat 110, Fabric District Residence in respect of an Agreement for Lease dated 9 April 2019 made between (1) YPG Fabric Residence Limited and (2) Shiri Zakai.
- 274 (13.07.2022) BENEFICIARY: Shiri Zakai care of AJP Business Centre, Suite 313, 152-154 Coles Green Road, London, NW2 7HD.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

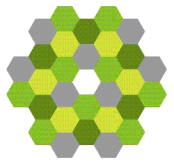
This official copy is issued on 20 February 2024 shows the state of this title plan on 20 February 2024 at 10:17:45. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It 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 the HM Land Registry, Birkenhead Office .

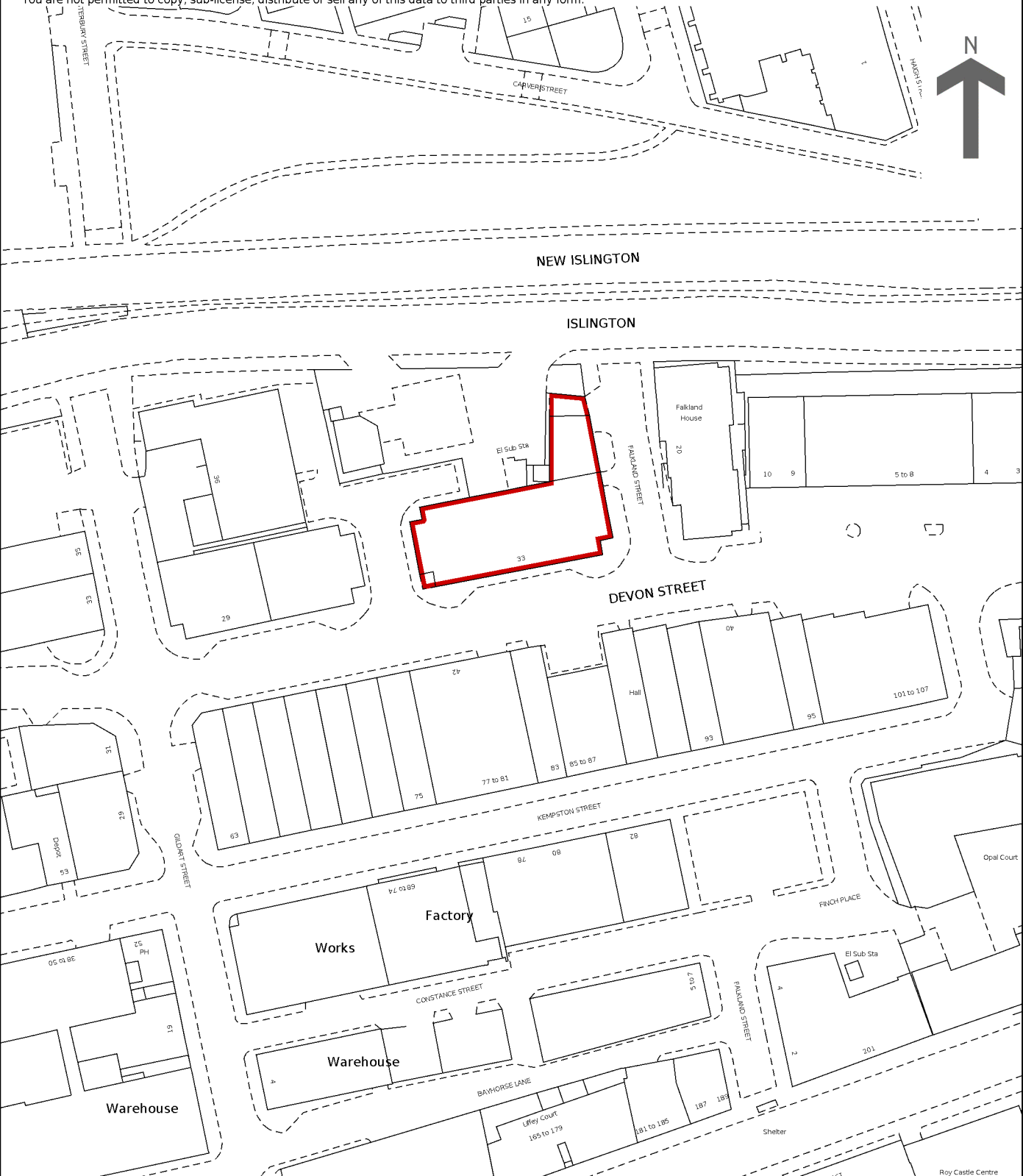
HM Land Registry

Official copy of title plan

Title number **MS640794**
Ordnance Survey map reference **SJ3590NE**
Scale **1:1250**
Administrative area **Merseyside : Liverpool**



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Title Number MS640794

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

DATED
27th January 2017

LEASE

relating to

LAND AT 33 DEVON STREET AND 25 FALKLAND STREET

between

LIVERPOOL CITY COUNCIL

and

YPG DEVON HOUSE LIMITED



**Liverpool
City Council**

PRESCRIBED CLAUSES

LR1. Date of lease

27th January 2017

LR2. Title number(s)

LR2.1 Landlord's title number(s)

MS561711

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

Liverpool City Council of Municipal Buildings, Dale Street, Liverpool, L2 2DH

Tenant

YPG Devon House Limited (Company Number: 10124288) whose registered office is Unit 1F Second Floor Columbus Quay, Riverside Drive, Liverpool, L3 4DB

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

The term as specified in this lease at clause 1.1 in the definition of "Premium"

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

As detailed in clause 42

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

THIS LEASE is dated

27th January

2017

PARTIES

- (1) **LIVERPOOL CITY COUNCIL** of Municipal Buildings, Dale Street, Liverpool, L2 2DH ("the Landlord").
- (2) **YPG DEVON HOUSE LIMITED** (Company Number: 10124288) whose registered office is Unit 1F 2nd Floor, Columbus Quay, Riverside Drive, Liverpool, L3 4DB ("the Tenant").

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Act of Insolvency:

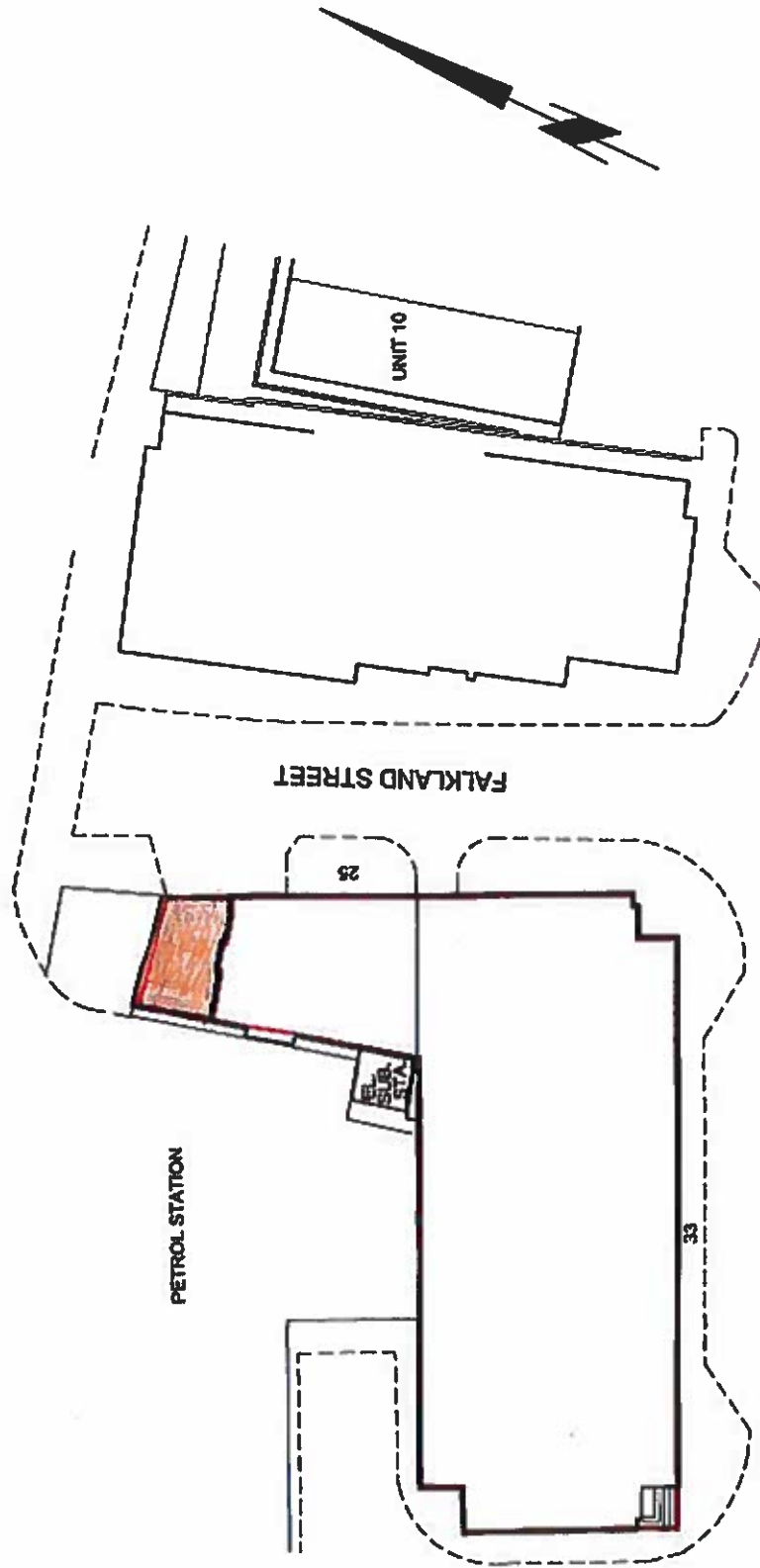
- (a) the making of an administration order in relation to the Tenant or any guarantor;
- (b) the appointment of an administrator, in any case in relation to the Tenant;
- (c) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- (d) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (e) a winding-up order in respect of the Tenant;
- (f) the striking-off of the Tenant from the Register of Companies;
- (g) the Tenant ceasing to exist (but excluding where the Tenant dies); or
- (h) the making of a bankruptcy order against the Tenant.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Plan referred to

33 DEVON STREET AND 25 FALKLAND STREET

ISLINGTON



DEVON STREET

J.G. M.S.L.



Liverpool
City Council

Liverpool City Council
Property and Asset
Management Services
Cunard Building
Water Street
Liverpool L3 1DS

Plan referred to in item

drawn M.G.

date DEC 16

rev. date

scale 1:500

A4

plan no. 17,496

Area verged red about 937 sq.m.

Annual Rent: rent at a rate of One Peppercorn

CDM Regulations: the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).

Contractual Term: 150 years.

Default Interest Rate: 5 % per annum above the Interest Rate.

Development: means the construction of a building comprising residential accommodation with part of the ground floor used for retail space.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest at the date of the Lease.

LTA 1954: Landlord and Tenant Act 1954.

Lease: being this lease.

Option Sum: means the sum of £1.00 (one pound)

Permitted Use: As to the first floor and above of the Development accommodation as permitted from time to time by the relevant planning authority and in respect of the ground floor of the Development retail uses falling under Use Class A1, A3 and A5 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Premium: £130,000.00 (One Hundred and Thirty Thousand Pounds).

Property: the land at 33 Devon Street and 25 Falkland Street, Liverpool as shown edged red on the attached plan.

Rent Commencement Date: from the date of this Lease.

Rent Payment Dates: 25th March, 24th June, 29th September and 25th December.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Tenant's Option: the option granted by the Landlord to the Tenant to purchase the Freehold reversion of the Property.

Tenant's Option Period: the period 12 months from issue of a Completion Certificate from the relevant planning authority relating to completion of the building forming the Development.

Tenant's Option Notice: written notice served on the Landlord by the Tenant exercising the Tenant's Option in accordance with the terms of this agreement

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease.

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 37.541-5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 37.639-6.

- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 Subject to clause ~~37.139-1~~ a reference to **writing** or **written** includes fax but not email.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The Landlord and the Tenant note that this grant is prepared to allow the Tenant to demolish the existing warehouse/building currently erected on the Property without any requirement to re-instate this warehouse/building. The lease allows a new scheme of development to take place for erection of a multi-storey building comprising residential and commercial units.
- 2.3 The grant is made noting that the Property adjoins the adopted public highway where it neighbours it.
- 2.4 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.5 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. ANCILLARY RIGHTS

- 3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.
- 3.2 For the sake of certainty it is noted by both parties that the Property adjoins the adopted public highway where it neighbours it. The Tenant has all those rights along the public highway as afforded by statute and therefore no specific easement is necessary over the adopted public highway.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property:
- (a) rights of support and protection to the extent those rights are capable of being enjoyed at any time during the term;

- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property; and
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations.
- (e) Only In so far as subsisting and capable of being enforced a right to the Merseyside and North Wales Electricity Board the full and free right and liberty for the said Board and their successors in title and their officers servants workman and agents (in common with the Council and all others having a title right) with or without vehicles machinery and apparatus from time to time to pass and repass over and along such part of the Property as is shown coloured brown on the Plans as to gain access to and egress from the exterior of the substation building erected on the adjoining land marked "EI Sub Sta" on the Plan for the purpose of inspecting repairing or rebuilding the said substation building.

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media serving any other property or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (during usual business hours) and, except in the case of an emergency, after having given reasonable notice, being at least 7 days, (which need not be in writing) to the Tenant.

- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:
- (a) physical damage to the Property; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the Rent Commencement Date and ending on the day before the next Rent Payment Date.

7. UNUSED

8. INSURANCE

- 8.1 The Tenant shall keep the Property insured against loss or damage by the Insured Risks for a reasonable sum as assessed by the Tenant absolutely. The provisions of this clause will be delayed until the Development commences. The Landlord is not required to insure the existing building prior to it being demolished if the Landlord can provide evidence that insurance is not obtainable at a reasonable price.

8.2 The Tenant shall:

- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

8.3 The Tenant shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to Insure the Property or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 8.5 or clause 8.6.

8.4 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property

has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.

- 8.5 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 8.6 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 8.7. The Tenant to keep in force insurance in respect of the Property against liability to third parties for injury to or death of any person or damage to any property in such sum and on such terms as the Landlord (acting reasonably) approves

9. RATES AND TAXES

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

10. UTILITIES

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10.3 The Landlord and the Tenant note that the Property adjoins the adopted public highway where it neighbours it and access to utilities can be made by means of connection to the utilities sited in the adopted public Highway without needing to access any further land owned by the Landlord.

11. NOT USED

12. VAT

- 12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the VATA 1994.

13. DEFAULT INTEREST AND INTEREST

- 13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
- 13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the

date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

14.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

16. SET-OFF

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17. REGISTRATION OF THIS LEASE

17.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within two month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

17.2 The Tenant shall not:

- (a) apply to HM Land Registry to designate this lease as an exempt information document;
- (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
- (c) apply for an official copy of any exempt information document version of this lease.

18. ASSIGNMENTS

18.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

18.2 The Tenant shall not assign part only of this lease at any time.

18.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
- (b) a condition that a person of standing acceptable to the Landlord acting reasonably enters into a guarantee and indemnity of the

tenant covenants of this lease in such form as the Landlord may reasonably require.

18.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

- (a) the Annual Rent or any other money due under this lease is outstanding or there is a breach of covenant by the Tenant that has not been remedied;
- (b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease; or
- (c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.

18.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

19. UNDERLETTINGS

19.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant is permitted to underlet part only of the Property, subject to the under-leases being granted for a term being 1 day less than this lease.

19.3 Any underletting by the Tenant of the **whole** of the Property forming this lease shall be by deed and shall include:

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease;
- (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;

- (d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- (e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

19.4 In relation to any underlease of the **whole** of the Property forming the Lease granted by the Tenant, the Tenant shall:

- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
- (c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

19.5 Any underletting of part of the Property for residential purposes shall be by deed and shall include reference to this Lease as relevant and applicable. Any provisions of enforceability under the Lease will rest with the Tenant of the Lease and not the under-tenant of an under-lease of a residential unit forming the Development. Any underlease of a residential unit shall be by deed and be for a term being 1 days less than the Contractual Term of the Lease. The underlease will contain suitable provisions for the occupation of the Property complying with good practice in residential estate management and will not grant to the under-tenant any rights not contained in the Lease.

20. SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group

and provided that no relationship of landlord and tenant is established by that arrangement.

21. CHARGING

21.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld. The Landlord further provides consent to the Tenant that Festino (Finance) Limited (Company registration number 01104616) or registered office The Poplars, Bridge Street, Brigg, South Humberside, DN20 8NQ may charge the Lease.

21.2 The Tenant shall not charge part only of this lease.

22. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

23. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

23.1 In this clause a **Transaction** is:

- (a) any dealing with the whole of this lease or the devolution or transmission of, or parting with possession of any interest affecting the whole of the Lease;
- (b) the creation of any underlease of whole or the devolution or transmission of, or parting with possession of any interest affecting the whole of the Lease.; or

23.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within two month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the under-tenant's title).

23.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction;

- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £50.

23.4 .

23.5 If the Landlord so requests during the last year of the Contractual Term, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

24. REPAIRS

24.1 The Tenant shall keep the Property once constructed in accordance with the Development clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property are kept in good working order.

25. DECORATION

25.1 The Tenant shall decorate the outside and the inside of the Property, following construction of the Development, as often as is reasonably necessary and also in the last three months before the end of the term unless done in the proceeding 3 years..

25.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

25.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

25.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

26. ALTERATIONS

26.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property other than as permitted in the course of the Development, this to include demolition of the existing building on the Property at the date of the lease..

26.2 The Tenant shall not install any Service Media on the exterior of the Property other than agreed in the Development nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

27. SIGNS

27.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

27.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without obtaining relevant planning consent from the relevant planning authority or confirmation planning consent is not required from the relevant planning authority.

27.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

27.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale, letting, or re-letting board as the Landlord reasonably requires.

28. RETURNING THE PROPERTY TO THE LANDLORD

28.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

28.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the building forming the Development at the Property, remove any alterations it has made to the Property after completion of the Development and make good any damage caused to the Property by that removal.

28.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

28.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

29. USE

29.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

29.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property and the following uses are specifically excluded:

- a) Betting Office;
- b) Taxi Office;
- c) Private Member's Cinema Club;
- d) Sex Establishment (as defined in Schedule 3 of the Local Government (Miscellaneous Provisions) Act 1982 or a use involving lap dancing;
- e) For the operation and use video games; or
- f) Amusement Arcade.

29.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

29.4 The tenant shall not install or attach or permit to be installed or attached on the Premises any mast, antenna, telecommunications equipment or other similar or associated apparatus other than as permitted in any planning permission granted by the relevant planning authority for the Development.

29.5 The Tenant shall not use or permit to be used any asbestos or asbestos related materials in any works undertaken on the Property or store or bring on to the Property any asbestos or asbestos related materials.

30. COMPLIANCE WITH LAWS

30.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 30.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 30.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 30.4 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 30.5 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 30.6 The Tenant shall keep the Property once the Development has completed equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 30.7 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld or delayed.

30.8 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

31. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

31.1 The Tenant shall not grant any right or licence over the Property to a third party.

31.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

31.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

31.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

31.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

32. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant

covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

33. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

34. RE-ENTRY AND FORFEITURE

34.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid for 56 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant in, this lease;
- (c) an Act of Insolvency.

34.2 Subject to clause 34.3 below if the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

34.3 The Landlord will not exercise its rights in clause 34.1 unless and until it has:-

- (a) given notice to the Tenant of the breach under this lease and
- (b) given the Tenant a reasonable period of time in which to remedy the breach
- (c) provided that the service of a notice under section 146 and/or 147 of the Law of Property Act 1925 shall be notice for the purposes of clause 38.2(a)

34.4 Without prejudice to the notice in provisions in clause 34.2, if the Landlord has received written notice of any charge, debenture, mortgage or any other security granted over the Premises by the Tenant and the address to which notice under this clause should be served it will not exercise its rights under clause 34.4 unless and until it has:-

- (a) given notice to the holder of that security of any breach by the Tenant of the Tenant's obligations under this lease and

- (b) given the holder of that security a reasonable period of time in which to remedy the breach.

35. JOINT AND SEVERAL LIABILITY

- 35.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 35.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 35.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 35.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

36. ENTIRE AGREEMENT

- 36.1 This lease and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 36.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the Landlord has given to any written enquiries raised before the date of this lease.
- 36.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

36.4 Nothing in this clause shall limit or exclude any liability for fraud.

37. NOTICES, CONSENTS AND APPROVALS

37.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given:
 - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
 - (ii) by fax to the party's main fax number.

37.2 If a notice complies with the criteria in clause ~~37.141-1~~, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

37.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

37.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

37.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

37.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

37.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

38. GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

39. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

40. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

41. DEVELOPMENT

41.1 Within 6 months of the date of this lease the Tenant shall supply to the Landlord for approval full plans, drawings, specification details, planning permission and building regulation approval for the Development and no later than 36 months from the date of this lease the Tenant shall complete the Development.

41.2 The Landlord and the Tenant note that in the event that the local planning authority fails to grant planning permission following 3 months of submission by the Tenant of a planning application, or following any rejection of a planning application, the timescale as detailed in clause 41.1 will be increased by the additional period that it takes to obtain satisfactory planning permission up to a maximum of a further 10 months, subject to all parties acting reasonably and with time of the essence.

- 41.3 The Tenant shall pay to the Landlord the reasonable and proper fees (subject to a minimum of £1,000.00) for all requests for approval of any set of specifications, plans, drawings or other documents in respect of the Development and for any reasonable agreed tenant requested site visits (subject to a minimum of £250).
- 41.4 The Tenant shall pay the Landlords reasonable and proper fees for approval of amendments to plans, specifications and drawings in respect of the Development by the Landlord (subject to a minimum of £1,000.00) and second and subsequent site visits and site visits in respect of late completion of the Development will incur a minimum fee of £250.00 per visit, subject to a maximum of 4 visits per annum.
- 41.5 Upon giving 48 hour's notice (except in case of emergency) the Landlord reserves the right to enter the Property and inspect the progress of the Development.

42. OPTION TO PURCHASE FREEHOLD

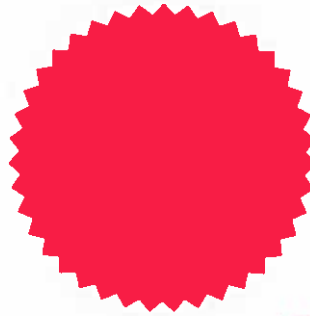
- 42.1 On satisfactory completion of the Development the Tenant may exercise the Tenant's Option at any time during the Tenants Option Period by serving a Tenant's Option Notice on the Landlord and paying to the Landlord the Option Sum.
- 42.2 The Tenant's Option may only be exercised in respect of the whole of the Property and not in respect of part only.
- 42.3 Upon exercise of the Tenant's Option each party is to be responsible for their own legal costs relating to the purchase of the Landlord's freehold interest forming the land in the Tenant's Option.
- 42.4 The Transfer shall be in the form annexed to this Lease.

43. COSTS

On completion of this lease the Tenant shall pay the Landlord's costs of £6,500.00 in respect of Surveyors Fees and £5,200.00 in respect of legal fees.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE COMMON SEAL of LIVERPOOL
CITY COUNCIL was affixed and
authenticated by:



J. G. Magh

Assistant City Solicitor/~~Principal Solicitor~~:



Executed as a Deed by
the said **YPG DEVON HOUSE
LIMITED** acting by a Director

[Handwritten Signature]

.....
Director's Signature

in the presence of:

[Handwritten Signature]

Witness Signature:

Witness Name: *CHRIS BOLES*

Address: *12 THORNTON ROAD, SOUTHPORT*

Occupation: *PROJECT MANAGER.*

Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: MS561711
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	<p>Property:</p> <p>Land at 33 Devon Street and 25 Falkland Street, Liverpool</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown:</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:
5	<p>Transferor: Liverpool City Council</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or

7 Transferee's intended address(es) for service for entry in the register:

8 The transferor transfers the property to the transferee

9 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

One Pound (£1.00)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

10 The transferor transfers with

full title guarantee

limited title guarantee

11 Declaration of trust. The transferee is more than one person and

they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

12 Additional provisions

Definitions

'Retained Land' means the remainder of the Transferors land comprised in title number MS561711.

omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

The right to the free and uninterrupted passage and running of water soil gas electricity and other services to and from any part of Property through sewers drains channels wires cables conduits or other conducting media which are now or may at any time within laid in on or under the Retained Land.

Rights reserved for the benefit of other land

The right to the free and uninterrupted passage and running of water soil gas electricity and other services to and from any part of Retained Land through sewers drains channels wires cables conduits or other conducting media which are now or may at any time within laid in on or under the Property being sold.

Only In so far as subsisting and capable of being enforced a right to the Merseyside and North Wales Electricity Board the full and free right and liberty for the said Board and their successors in title and their officers servants workman and agents (in common with the Transferor and all others having a title right) with or without vehicles machinery and apparatus from time to time to pass and repass over and along such part of the Property as is shown coloured brown on the Plans as to gain access to and egress from the exterior of the substation building erected on the adjoining land marked "EI Sub Sta" on the Plan for the purpose of inspecting repairing or rebuilding the said substation building.

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The Transferee and its successors in title hereby covenants with the Transferor and its successors in title that it will comply with the entries in title number MS561711 in so far as they are enforceable and affect the Property and will indemnify the Transferor against all actions, claims, demands, and proceedings arising from the Transferee's breach and this covenant is one to which S.33 of the Local Government (Miscellaneous Provisions) Act 1982 applies

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

13 Execution

**THE COMMON SEAL of
LIVERPOOL CITY COUNCIL**

**was hereunto affixed in the
presence of:-**

Authorised Officer

SIGNED AS A DEED by

The said _____

In the presence of:

Sign

Name

Address

Occupation

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number MS561711

Edition date 02.08.2022

- This official copy shows the entries on the register of title on 22 SEP 2023 at 16:04:13.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 20 Feb 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

MERSEYSIDE : LIVERPOOL

- 1 (05.02.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land on the north side of Islington, Liverpool.

NOTE 1: Parts of public highway and footpaths are included as to the subsoil only in respect of the land tinted brown on the title plan.

NOTE 2: The land tinted green on the title plan is not included in the title.

- 2 (10.06.2016) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered MS633261 in green on the title plan dated 31 March 2016 made between (1) Liverpool City Council and (2) Jason Craig Abbott, Samantha Louise Abbott and Deborah Ann Coleman.

NOTE: Copy filed under MS633261.

- 3 (29.06.2017) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 4 (29.06.2017) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered MS640927 in green on the title plan and other land dated 12 January 2017 made between (1) Liverpool City Council and (2) Islington Regeneration Company Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under MS640927.

- 5 (15.04.2020) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered MS681278 in green on the title plan dated 19 March 2020 made between (1) Liverpool City Council and (2) One Islington Plaza Limited.

NOTE 1: Copy Transfer filed under MS681278.

NOTE 2: The Lease referred to in the above Transfer is that dated 11 October 2016 made between (1) Liverpool City Council and (2) Islington

A: Property Register continued

Regeneration Company Limited.

NOTE 3: Copy Lease filed under MS637471.

- 6 (06.04.2022) The land has the benefit of any legal easements reserved by a lease of Unit 1 Falkland Street dated 24 March 2022 made between (1) Rockwell (FC102) Limited and (2) Cesar Collado.

NOTE: Copy filed under MS696777.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.02.2009) PROPRIETOR: LIVERPOOL CITY COUNCIL of Cunard Building, Water Street, Liverpool L3 1AH.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (05.02.2009) The roads and footpaths included in the title (if any) are subject to rights of way.

- 2 (05.02.2009) The parts of the land affected thereby (if any) are subject to rights of drainage and rights in respect of water gas electricity and other supply services.

- 3 (05.02.2009) The land tinted pink on the title plan is subject to the following rights reserved by a Conveyance thereof dated 30 December 1993 made between (1) Liverpool City Council (Vendor) and (2) Charles S. Bullen Limited (Purchaser):-

"THERE is hereby reserved to the Vendor out of the Property for the benefit of all or any part of the Vendor's adjoining or neighbouring land:-

(a) The right at any time to build or permit to be built any buildings or other structures and to alter any building or other structure now standing or to be built on the Vendor's adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be built on the Property so that all privileges of light and air now or in the future enjoyed over the Vendor's adjoining or neighbouring land by the Property shall be deemed to be enjoyed by the Licence or Consent of the Vendor and not as of right

(b) All such easements rights privileges and advantages (if any) (other than rights of way) over the Property as would by virtue of the Law of Property Act 1925 Section 62 have been passed on a Conveyance to a third party of the adjoining or neighbouring land of the Vendor if that Conveyance had been executed one day prior to the date of this Deed and there had been diversity of occupation at that date"

- 4 (05.02.2009) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

- 5 (19.09.2017) By a Deed dated 13 September 2017 made between (1) Liverpool City Council and (2) Skyline Developments Limited the terms of the lease dated 21 June 2016 of 71-73 Kempston Street referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MS634318.

- 6 (15.12.2017) Agreement for lease of Unit 810, 1-10 Dean Street dated 12 December 2017 in favour of Fatemeh Nabavi Zadeh for 250 years (less 1

C: Charges Register continued

day) years from 11 October 2016.

NOTE: Copy filed.

7 (29.08.2018) UNILATERAL NOTICE affecting Flat 723, Floor 7, Fabric Residence, 33 Devon Street in respect of an Agreement for Sale dated 20 August 2017 made between (1) YPG Fabric Residence Limited and (2) Koray Oz.

8 (29.08.2018) BENEFICIARY: Koray Oz of care of Property Legal, PLS House, 2 Aegan Road, Atlantic Street, Altrincham WA14 5UW.

9 (08.11.2018) UNILATERAL NOTICE affecting part of the land edged and numbered 4 in blue on the title plan, being Flat 407, Floor 4 Fabric Residence, 33 Devon Street in respect of an Agreement for sale dated 10 October 2018 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) ShaoHua Rong.

NOTE: Copy filed.

10 (08.11.2018) BENEFICIARY: Shaohua Rong of Room 304 BLDG, 3 Lvjing Garden, Xinzhou 7 Street, Futian Shenzhen, China 518048 China.

11 (09.11.2018) UNILATERAL NOTICE affecting part of the land edged and numbered 4 in blue on the title plan, being Flat 718, Floor 7 Fabric Residence, 33 Devon Street, Liverpool in respect of an Agreement for sale dated 20 September 2018 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Ramzan Holdings Ltd.

NOTE: Copy filed.

12 (09.11.2018) BENEFICIARY: Ramzan Holdings Limited (Co. Regn. No. 11556122) of 427 Kings Road, Stretford, Manchester M32 8GN.

13 (09.11.2018) UNILATERAL NOTICE affecting Flat 616, Floor 6 Fabric Residence in respect of an Agreement for Lease dated 20 September 2018 made between (1) YPG Fabric Residence Limited and (2) Perennial Management Limited and (3) Ramzan Awan.

NOTE: Copy filed.

14 (09.11.2018) BENEFICIARY: Ramzan Awan of Chaman, Haggs Lane, Willerby Low Road, Hull HU10 6EG.

15 (12.11.2018) UNILATERAL NOTICE affecting Flat 324, 3rd Floor, Fabric Residence in respect of an Agreement for Lease dated 9 November 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Craig Forde Simmons.

NOTE: Copy filed.

16 (12.11.2018) BENEFICIARY: Craig Forde Simmons care of Lee & Khan solicitors, of 2F National House, 60-66 Wardour Street, London W1F 0TA.

17 (21.11.2018) UNILATERAL NOTICE affecting Flat 603, 6th Floor, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Jassim Faisal M T Al Thani.

NOTE: Copy filed.

18 (21.11.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar.

19 (21.11.2018) UNILATERAL NOTICE affecting Flat 409, 4th Floor, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Jassim Faisal M T Al Thani.

NOTE: Copy filed.

20 (21.11.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar.

21 (22.11.2018) UNILATERAL NOTICE affecting Flat 412, 4th Floor, Fabric

C: Charges Register continued

Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Jassim Faisal M T Al Thani.

NOTE: Copy filed.

22 (22.11.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar.

23 (22.11.2018) UNILATERAL NOTICE affecting Flat 404, 4th Floor, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Jassim Faisal M T Al Thani.

NOTE: Copy filed.

24 (22.11.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar.

25 (22.11.2018) UNILATERAL NOTICE affecting Flat 222, 2nd Floor, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Jassim Faisal M T Al Thani.

NOTE: Copy filed.

26 (22.11.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar.

27 (22.11.2018) UNILATERAL NOTICE affecting Flat 210, 2nd Floor, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Jassim Faisal M T Al Thani.

NOTE: Copy filed.

28 (22.11.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar.

29 (23.11.2018) UNILATERAL NOTICE affecting Flat 606, 6th Floor, Fabric Residence in respect of an Agreement for Lease dated 14 November 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Andrew Dunn and Katie Jane Parker.

NOTE: Copy filed.

30 (23.11.2018) BENEFICIARY: Andrew Dunn and Katie Jane Parker of 13 Portia Way, Bow, London, E3 4JG.

31 (05.12.2018) UNILATERAL NOTICE affecting Flat 402, 4th Floor, Fabric Residence in respect of an Agreement for Lease dated 20 November 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Salva Pathan and Kinza Agha Pathan.

NOTE: Copy filed.

32 (05.12.2018) BENEFICIARY: Salva Pathan and Kinza Agha Pathan of 39/1 Khayaban E Mujahid, 27th Street, 75500, Pakistan and 39/ ,27th Street, Khy-E-Mujahid, Phase 5, DHA, Karachi, 75500, Pakistan.

33 (05.12.2018) UNILATERAL NOTICE affecting Flat 204, 2nd Floor, Fabric Residence in respect of an Agreement for Lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Jassim Faisal M T Al Thani.

NOTE: Copy filed.

34 (05.12.2018) BENEFICIARY: Jassim Faisal M T Al Thani of Vila No. 16, Al Bahja Street Al Gharaffa, Al Rayyan City, Qatar.

35 (05.12.2018) UNILATERAL NOTICE affecting Flat 213, 2nd Floor, Fabric Residence in respect of an Agreement for Lease dated 22 November 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Jennifer Lesley Baxter.

NOTE: Copy filed.

C: Charges Register continued

- 36 (05.12.2018) BENEFICIARY: Jennifer Lesley Baxter of 34 Fir Road, Bramhall, Stockport, SK7 2NP.
- 37 (05.12.2018) UNILATERAL NOTICE affecting Flat 608, 6th Floor, Fabric Residence in respect of an Agreement for Lease dated 23 October 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Michael Kam Ho Lam.
- NOTE: Copy filed.*
- 38 (05.12.2018) BENEFICIARY: Michael Kam Ho Lam of 43 Denebank Road, Anfield, Liverpool, L4 2SZ.
- 39 (05.12.2018) UNILATERAL NOTICE affecting Flat 421, 4th Floor, Fabric Residence in respect of an Agreement for Lease dated 23 November 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Errwood Property Limited.
- NOTE: Copy filed.*
- 40 (05.12.2018) BENEFICIARY: Errwood Property Limited (Co. Regn. No. 06697363) of Keepers Cottage, Sharsted Wood, Doddington, Kent, ME9 0JU.
- 41 (05.12.2018) UNILATERAL NOTICE affecting Flat 525, 5th Floor, Fabric Residence in respect of an Agreement for Lease dated 4 September 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Shui Kwai Lam.
- NOTE: Copy filed.*
- 42 (05.12.2018) BENEFICIARY: Shui Kwai Lam of 20E Block 10, Greenfield Garden, Tsing Yi NT, Hong Kong.
- 43 (28.01.2019) UNILATERAL NOTICE affecting Flat 621, Floor 6, Fabric Residence in respect of an Agreement for lease dated 16 March 2018 made between (1) YPG Fabric Residence Limited and (2) Penleah Limited.
- NOTE: Copy filed.*
- 44 (28.01.2019) BENEFICIARY: Penleah Limited (Co. Regn. No. 11152732) care of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 45 (28.01.2019) UNILATERAL NOTICE affecting Flat 622, Floor 6, Fabric Residence in respect of an agreement for sale dated 29 March 2018 made between (1) YPG Fabric Residence Limited and (2) Dolores Leovigina Velez Veliz.
- NOTE: Copy filed.*
- 46 (28.01.2019) BENEFICIARY: Dolores Leovigina Velez Veliz care of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 47 (28.01.2019) UNILATERAL NOTICE affecting Flat 301, Floor 3, Fabric Residence in respect of an agreement for lease dated 29 March 2018 made between (1) YPG Fabric Residence Limited and (2) Zein Zulfikar Abdulla and Khalda Begum Abdulla.
- NOTE: Copy filed.*
- 48 (28.01.2019) BENEFICIARY: Zein Zulfikar Abdulla and Khalda Begum Abdulla care of Property Legal, PLS House, 2 Aegean Road, Atlantic Street, Altrincham WA14 5UW.
- 49 (28.01.2019) UNILATERAL NOTICE affecting Flat 626, Floor 6, Fabric Residence in respect of an agreement for sale dated 7 June 2018 made between (1) YPG Fabric Residence Limited and (2) Fleeters Limited.
- NOTE: Copy filed.*
- 50 (28.01.2019) BENEFICIARY: Fleeters Limited (Co. Regn. No. 11302545) care of Property Legal, PLS House, 2 Aegan Road, Atlantic Street, Altrincham WA14 5UW.
- 51 (28.01.2019) UNILATERAL NOTICE affecting Plot 726, Fabric District in

C: Charges Register continued

- respect of an agreement for sale dated 07 June 2018 made between (1) YPG Fabric Residence Limited and (2) Fleeters Limited.
- 52 (28.01.2019) BENEFICIARY: Fleeters Limited (Co. Regn. No. 11302545) of Property Legal, PLS House, 2 Aegan Road, Atlantic Street, Altrincham, WA14 5UW.
- 53 (04.02.2019) UNILATERAL NOTICE affecting 419 The Fabric District in respect of a contract for sale dated 04 February 2019 made between (1) YPG Fabric Residence Limited and (2) Modupe Jegede.
- 54 (04.02.2019) BENEFICIARY: Modupe Jegede of c/o Ai Law, 2nd Floor, 8 Water Street, Liverpool, L2 8TD.
- 55 (28.02.2019) UNILATERAL NOTICE affecting Unit 318 One Islington Plaza in respect of an agreement for lease dated 11 December 2018 made between (1) One Islington Plaza Limited and (2) Man Sze Robertson.
- 56 (28.02.2019) BENEFICIARY: Man Sze Robertson of 442 Didsbury Road, Heaton Mersey, Stockport, SK4 3BS.
- 57 (15.03.2019) UNILATERAL NOTICE affecting Plot 514 Fabric District in respect of an agreement for sale dated 29 March 2018 made between (1) YPG Fabric Residence Limited and (2) Igor Figueriedo.
- 58 (15.03.2019) BENEFICIARY: Igor Figueiredo of Property Legal, PLS House, 2 Aegan Road, Atlantic Street, Altrincham, WA14 5UW.
- 59 (01.04.2019) UNILATERAL NOTICE affecting Flat 17, Floor 2, Fabric Residence in respect of an agreement for lease dated 19 February 2019 made between (1) YPG Fabric Residence Limited and (2) Norman Waterhouse.
- 60 (01.04.2019) BENEFICIARY: Norman Waterhouse of 2 Merchant Terrace, Beaver Lane, Hammersmith, London, W6 9AR.
- 61 (01.04.2019) UNILATERAL NOTICE affecting Flat 413, Floor 4, Fabric Residence in respect of an agreement for lease dated 30 January 2019 made between (1) YPG Fabric Residence Limited and (2) Shama Rahman.
- 62 (01.04.2019) BENEFICIARY: Shama Rahman of 18 Midholm, Wembley Park, HA9 9LJ.
- 63 (01.04.2019) UNILATERAL NOTICE affecting Flat 320, Floor 3, Fabric Residence in respect of an agreement for lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited and (2) Charly Dagher.
- 64 (01.04.2019) BENEFICIARY: Charly Dagher of Villa #45, Rawdat Aba Al Nawfal Street, Abou Haour, Doha, Qatar.
- 65 (01.04.2019) UNILATERAL NOTICE affecting Flat 611, Floor 6, Fabric Residence in respect of an agreement for lease dated 22 January 2019 made between (1) YPG Fabric Residence Limited and (2) Alexander von Schmieder.
- 66 (01.04.2019) BENEFICIARY: Alexander von Schmieder of 1a Ridley Road, Corbalton Cottage, Tara, Co Meath, London, NW10 5UB.
- 67 (01.04.2019) UNILATERAL NOTICE affecting Flat 805, Floor 8, Fabric Residence in respect of an agreement for lease dated 05 December 2018 made between (1) YPG Fabric Residence Limited and (2) Zolnacz Limited.
- 68 (01.04.2019) BENEFICIARY: Zolnacz Limited (Co. Regn. No. 10287630) of 2 Mannin Way, Caton Road, Lancaster, LA1 3SU.
- 69 (01.04.2019) UNILATERAL NOTICE affecting Flat 418, Floor 4, Fabric House in respect of an agreement for lease dated 29 January 2019 made between (1) YPG Fabric Residence Limited and (2) Robert Millard.
- 70 (01.04.2019) BENEFICIARY: Robert Millard of 3 Orwell Close, Wigan, WN6 8JH.
- 71 (02.04.2019) UNILATERAL NOTICE affecting Flat 420, Floor 4, Fabric Residence in respect of an agreement for lease dated 03 December 2018 made between (1) YPG Fabric Residence Limited and (2) Three Birches Properties Ltd.

C: Charges Register continued

- 72 (02.04.2019) BENEFICIARY: Three Birches Properties Limited (Co. Regn. No. 11642284) of Barnfield, Barnfield Road, Charing Heath, Ashford, TN27 0BN.
- 73 (03.04.2019) UNILATERAL NOTICE affecting Flat 508, Floor 5, Fabric Residence in respect of an agreement for lease dated 27 July 2018 made between (1) YPG Fabric Residence Limited and (2) Marie Abou Rached.
- 74 (03.04.2019) BENEFICIARY: Marie Abou Rached of Villa #45, Rawdat aba al Nawfal Street 620, Zone 56, Abou Hamour, Doha.
- 75 (03.04.2019) UNILATERAL NOTICE affecting Flat 705, Floor 7, Fabric Residence in respect of an agreement for lease dated 31 January 2019 made between (1) YPG Fabric Residence Limited and (2) Asfar Ali Afridi and Sobia Nasim.
- 76 (03.04.2019) BENEFICIARY: Asfar Ali Afridi and Sobia Nasim of 19 St Edmunds Square, Lucan, Co Dublin, K78 TT66, Ireland.
- 77 (10.04.2019) By a Deed dated 25 February 2019 made between (1) Liverpool City Council and (2) Try & Lilly Properties Limited the terms of the lease dated 25 February 2019 referred to in the schedule of leases hereto were varied.
- NOTE: Copy Deed filed under MS626398.*
- 78 (10.05.2019) By a Deed dated 7 May 2019 made between (1) Liverpool City Council and (2) Joseph Phillips the terms of the lease dated 27 July 1973 of 189-189 London Road referred to in the schedule of leases hereto were varied.
- NOTE: Copy Deed filed under LA363113.*
- 79 (16.08.2019) UNILATERAL NOTICE affecting Flat 901, Floor 9, Fabric Residence in respect of an agreement for lease dated 14 May 2019 made between (1) YPG Fabric Residence Limited, (2) Perennial Management Limited and (3) Shakeel Herwitker.
- NOTE: Copy filed.*
- 80 (16.08.2019) BENEFICIARY: Shakeel Herwitker of 3 Dorchester Way, Prenton, Wirral CH43 9JJ.
- 81 (22.11.2019) The parts of the land affected thereby are subject to the rights granted by a lease of an electricity substation at Devon Street dated 8 April 2019 made between (1) One Islington Plaza Ltd (2) The Electricity Network Company Limited (3) Liverpool City Council for a term of 99 years from 8 April 2019.
- NOTE: Copy lease filed under MS668146.*
- 82 (15.04.2020) The land is subject to such rights as may have been granted by leases of land originally in this title for the original terms of the respective leases or until earlier extinguishment of the rights.
- 83 (12.01.2022) UNILATERAL NOTICE affecting Flat 427, Floor 4 in respect of an agreement for lease dated 18 September 2018 made between (1) YPG Fabric Residence Limited (2) Perennial Management Limited and (3) Ramzan Awan and Rukhsan Jamali.
- NOTE: Copy filed.*
- 84 (12.01.2022) BENEFICIARY: Ramzan Awan and Rukhsan Jamali of Charman Hags Lane, Willerby Low Road, Hull HU10 6EG.
- 85 (25.03.2022) UNILATERAL NOTICE affecting 103-105 Kempston Street in respect of an agreement for lease dated 22 March 2022 made between (1) Liverpool City Council and (2) Rooftop Property Limited.
- NOTE: Copy filed.*
- 86 (25.03.2022) BENEFICIARY: Rooftop Property Limited (Co. Regn. No. 12685332) of The Old Workshop, 1 Ecclesall Road South, Sheffield S11 9PA.

C: Charges Register continued

87 (02.08.2022) UNILATERAL NOTICE affecting 101 Kempston Street in respect of an Agreement for Lease dated 22 July 2022 made between (1) Liverpool City Council and (2) Try & Lilly Properties Limited.

NOTE: Copy filed.

88 (02.08.2022) BENEFICIARY: Try & Lilly Properties Limited (Co. Regn. No. 09526166) of 95 Kempston Street, Liverpool L3 8HE and care of Excello Law, Victoria Edge One City Place, Queens Road, Chester CH1 3BQ (reference Try & Lilly Properties AH) and care of Excello Law, DX20002, Chester (reference Try & Lilly Properties AH).

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	05.02.2009	69 Kempston Street	23.11.1971 99 years from 1.10.1971	LA285593
2	05.02.2009	65 Kempston Street	16.02.1972 99 years from 1.10.1971	LA298133
3	05.02.2009	77 Kempston Street	05.07.1972 99 years from 1.10.1971	LA322507
4	05.02.2009	187-189 London Road	24.07.1973 99 years from 22.06.1973	LA363113
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 07 May 2019			
5	05.02.2009	75 Kempston Street	17.12.1973 99 years from 1.10.1971	LA375746
6	05.02.2009	78 Kempston Street	18.03.1974 99 years from 1.10.1973	LA384430
7	05.02.2009	4 Gildart Street	18.12.1974 99 years from 1.10.1973	MS10180
8	05.02.2009	67 Kempston Street	27.01.1972 99 years from 01.10.1971	MS12511
9	05.02.2009	Land on the north side of Kempston Street	10.03.1981 99 years from 23.3.1977	MS132500
10	05.02.2009	93 Kempston Street	05.11.2004 99 years from 05.11.2004	MS498239
11	05.02.2009	99 Kempston Street	05.11.2004 99 years from 05/11/2004	MS498241
12	05.02.2009	191-205 London Road	07.07.2006 125 years from 07.07.2006	MS528400
13	05.02.2009	181-185 London Road	21.06.2007 125 years from 21.06.2007	MS547180
14	05.02.2009	29 Devon Street	28.04.1978 99 years from	MS76216

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			12.09.1974	
15	05.02.2009	82 Kempston Street	14.08.1974 99 years from 01.04.1974	MS84276
16	05.02.2009	80 Kempston Street	14.08.1974 99 years from 01.04.1974	MS4042
17	05.02.2009	79 and 81 Kempston Street	24.10.1974 99 years from 04.10.1974	MS463601
18	05.02.2009	land and buildings at London Road and 115 Kempston Street	06.11.2003 150 years from 06.11.2003	MS481384
19	05.02.2009	1-5 Falkland Street and 21/23 Bayhorse Lane	21.07.1999 99 years from 21.07.1999	MS424613
20	05.02.2009	165/179 London Road	29.09.1999 125 years from 29.09.1999	MS433567
21	05.02.2009	83-89 (odd) Kempston Street	28.02.1974 99 years from 28.02.1974	MS463602
22	16.05.2012	145-163 (odd) London Road and former sites of 10 to 16 (even) Constance Street	02.05.2012 250 years from and including 13/1/1995	MS592973
23	03.01.2013	20 Falkland Street	30.11.2012 125 years from 30.11.2012	MS598961
24	03.11.2015	63 Kempston Street	13.10.2015 125 years from 13.10.2015	MS626398
		NOTE: See entry in the Charges Register relating to a Deed of Variation dated 25 February 2019.		
25	18.07.2016 Edged and numbered 3 in blue	71-73 Kempston Street	21.06.2016 125 years from 21 June 2016	MS634318
		NOTE: See entry in the Charges Register relating to a Deed of Variation dated 13 September 2017.		
26	15.02.2017 Edged and numbered 4 in blue	Land at 33 Devon Street and 25 Falkland Street	27.01.2017 150 years from 27/01/2017	MS640794
		NOTE: The lease contains an option to purchase the freehold estate in the land demised in the circumstances therein mentioned.		
27	18.11.2021 Edged and numbered 5 in blue	91 Kempston Street	02.11.2021 125 years from 2 November 2021 to 1 November 2146	MS693331

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

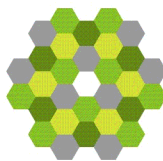
This official copy is issued on 20 February 2024 shows the state of this title plan on 22 September 2023 at 16:04:13. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

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.

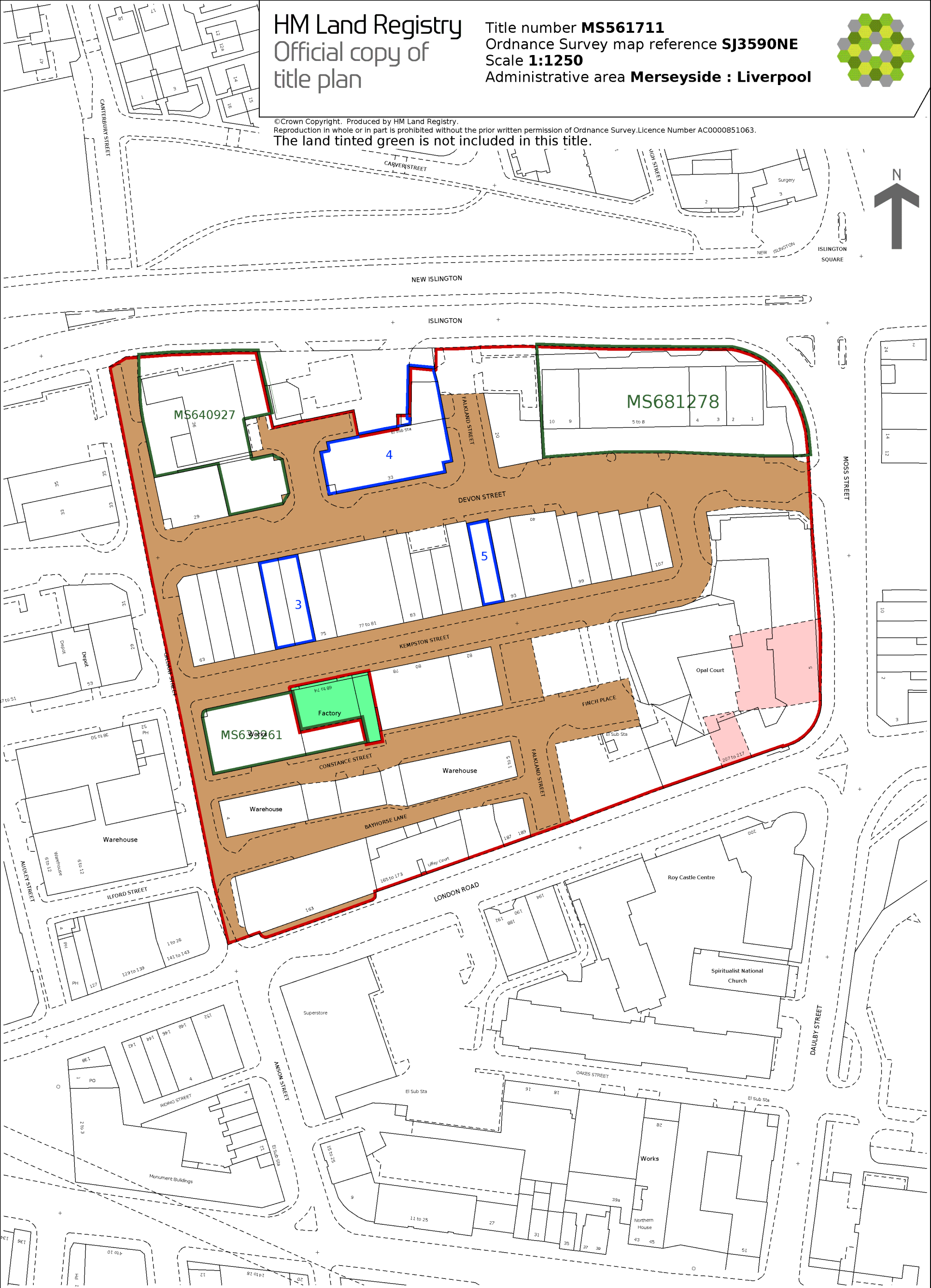
This title is dealt with by the HM Land Registry, Birkenhead Office .

HM Land Registry
Official copy of
title plan

Title number **MS561711**
Ordnance Survey map reference **SJ3590NE**
Scale **1:1250**
Administrative area **Merseyside : Liverpool**



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The land tinted green is not included in this title.



Appendix B



Liverpool
City Council

Liverpool City Council Due Diligence Checklist

March 2021

Liverpool City Council is committed to:

- Continuing to grow its population and its economy in an inclusive and sustainable way.
- Attracting business, trade and investment.
- Protecting the interests of the citizens we serve, the assets of the City and public money.

As such, we are committed to undertaking comprehensive due diligence of all potential development partners and prospective purchasers of Council land and buildings.

The Council has a number of legal responsibilities including mandatory obligations under Money Laundering Regulations 2017, as well as a responsibility to protect the public purse and safeguard taxpayers' money. To support these responsibilities the Council has in place a due diligence framework. Information gathered as part of this process may be shared with the Police. Any suspicions of money laundering will be reported in accordance with the Council's Money Laundering Policy.

Please complete this checklist fully and provide all relevant supporting information. Failure to supply all of the relevant supporting information in the format requested will result in delay to your information being reviewed and processed. Please note, you may be required to resubmit information further on in the process to ensure it remains up to date.

The information supplied will then be verified to ensure that the due diligence requirements have been met. The Council will endeavour to review and verify the information received and respond as soon as is reasonably practicable.

If you require further clarification in respect of any of the requested information please contact DeveloperEnquiries@liverpool.gov.uk. If the Council is not satisfied with the responses, or is unable to verify the information provided, you will be advised accordingly. This checklist is not exhaustive and the Council reserves the right to request any additional information it reasonably requires.

- **PART 1** to be completed by all respondents.
- **PART 2** for companies registered incorporated and registered in England and Wales.
- **PART 3** if non UK based company.
- If original ID/documents cannot be provided, please provide Certified Copies.
- The information should be supplied at the earliest stage to avoid delay in progressing the transaction or matter.
- This information obtained from you will remain private and confidential except where there is any legal obligation upon the Council to do otherwise.

PART 1		Please tick if supplied, provide comment or state N/A
Information required from individuals		
1.1	Name of transacting individual/s.	
1.2	Proof of identity – passport, photo card driving licence or national identity card.	
1.3	Address of transacting individual/s.	

1.4 Proof of Address – photo card driving licence, mortgage statement, Council Tax bill for current year, Voters Roll search.	
1.5 Please summarise the proposed transaction with the Council e.g. purchase of land, sale of land, lease, development agreement, option agreement.	
1.6 If you have previously completed this due diligence process please identify when this was and what it was in relation to. Please provide details if you have previously failed an LCC or other local authority due diligence process.	
1.7 Please provide details of the solicitors who will be acting on your behalf.	
1.8 Please provide details of any family or close personal connections to employees or elected representatives of Liverpool City Council. This should be in respect of the applicant, directors, or agents working on your behalf.	

PART 2 Information required from UK company	Please tick if supplied, provide comment or state N/A
2.1 Name of Company and Company Number (please also provide details of the main company if this will not be the transacting company).	
2.2 Previous name/s the Company has been known by.	
2.3 Copy Certificate of Incorporation.	
2.4 Copy of Company Memorandum of Association and Articles of Association.	
2.5 Registered office address and, if different, principal place of business.	
2.6 Company status e.g. active/inactive.	

2.7 Company type e.g. private limited.	
2.8 Please provide a copy of your most recent set of accounts.	
2.9 Nature of business (Standard Industrial Classification Code for economic activity of company) and if 'Dormant' Company please indicate the reason.	
2.10 List of names of Company Directors/Officers and their expertise, roles and responsibilities.	
2.11 Please describe who the beneficial owners of the Company are, their residential address, nationality, and their relationship to the Company. You must disclose any nominee shareholdings.	
2.12 If the Council is required to engage with persons with significant control of the company, or parties representing the Company who are not Company Directors or officers, or persons with significant control please confirm name(s), contact details, position, role, responsibility and obligations towards the Company and request they comply with the individuals requirements in Part 1.	
2.13 Has the Company, its Directors, officers or representatives of the Company experienced personal or corporate insolvency – if so, please provide details including date and a copy of the discharge. Please also explain the circumstances and steps taken to avoid repetition.	
2.14 Number of Company charges – date created, against which land, status, Mortgagee/Chargee identity and amount(s) charged and please confirm the title numbers or unregistered land the Charges are created against. Does any security document create a negative pledge?	

2.15 Has the Company, its Directors, officers or representatives been convicted of any criminal offence or accepted a caution? If so, please provide details. Further guidance if required, can be sought from the contact listed above.

2.16 Group Company Structure Chart - if parent company or subsidiary.

2.17 Organisational Charts for the individual corporate entity the Council will engage with and any parent, subsidiary or connected entity.

2.18 Details of any pending civil or criminal legal matters against the company – initiated or against.

2.19 Details of any corporate debt or monies owed.

2.20 Source of wealth and funds and supply documentary proof.

2.21 If a third party is introducing funds or equity into a transaction or matter, please ask the third party to provide the relevant information to detail the source of the funds or equity.

2.22 Explanation of the funding source/model for the Development if applicable, including the repayment profile, adequate committed funding and sufficient contingency.

2.23 Details of other recent and ongoing developments in Liverpool or the rest of the UK, and any previous or current transactions with the Council. Please also list any developments overseas.

2.24 Details of key partners identified in the developments (e.g. Architects, Construction firms, Accountants, Legal Representation). Please state if any such proposed partners are subsidiary companies of, or linked to, your company.

2.25 Any other relevant information you would like to provide.

PART 3

Information required from non UK company

(including where funds are to be supplied by a non-UK company)

Please tick if supplied, provide comment or state N/A

3.1 Name of Company and Company Number / Reference.

3.2 Previous names the Company has been known by.

3.3 Registered office address and, if different, principal place of business.

3.4 Official evidence of registered address e.g. abstract of trade register.

3.5 Certificate of Incorporation.

3.6 Copy documents required by law for formation of company.

3.7 A Certificate of Good Standing or Legal Validity from a qualified lawyer.

3.8 A Certified Register of Shareholders/Members.

3.9 A Certified Register of Directors.

3.10 Please describe who the beneficiary owners of the Company are, and their relationship to the Company. You must disclose any nominee shareholdings.

3.11 If the Council is required to engage with persons with significant control of the company, or parties representing the Company who are not Company Directors or officers, please confirm name(s), contact details, position, role, responsibility and obligations towards the Company and request they comply with the individuals requirements in Part 1.

3.12 Nature of business.

3.13 Source of wealth and funds and supply documentary proof.

3.14 If a third party is introducing funds or equity into a transaction or matter, please ask the third party to provide the relevant information to detail the source of the funds or equity.

3.15 Explanation of the funding model for the Development.

3.16 Details of other recent and ongoing developments in Liverpool or the rest of the UK, and any previous or current transactions with the Council. Please also list any developments overseas.

3.17 Details of key partners identified in the developments (e.g. Architects, Construction firms, Accountants, Legal Representation). Please state if any such proposed partners are subsidiary companies of, or linked to, your company.

3.18 Any other relevant information you would like to provide.

PART 4
Declaration

I declare that the information provided within and supporting this form is true, correct and complete and not misleading to the best of my knowledge and belief. I am authorised to make this statement on behalf of the applicant.

Signed:

Role/position:

Date:

Appendix C



Exclusivity Agreement

in relation to the sale of

Land at 33 Devon Street and 25
Falkland Street, Liverpool, L3 8HA

- (1) YPG Fabric Residence Ltd acting by the
Administrators
- (2) Steven John Williams and Gary
Hargreaves as Joint Administrators
- (3) []

Dated 2024

Ref: 097232/167 (TLT Draft 1)

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This agreement is made the _____ day of _____ 2022

Between:

- (1) YPG Fabric Residence Ltd (Company registration number: 10124288) whose registered office is C/O FRP Advisory Trading Limited, Derby House, 12 Winckley Square, Preston, PR1 3JJ acting by the Administrators (the **Seller**).
- (2) Steven John Williams and Gary Hargreaves of FRP Advisory Trading Limited (Company registration number: 12315855) whose registered office is at 110 Cannon Street, London, EC4N 6EU acting in their capacity as joint administrators and agents for the Seller (the **Administrators**)
- (3) [_____] (the **Buyer**)

Background:

- (A) By a notice of appointment filed on 2 November 2021 the Administrators were appointed as the administrators of the Seller.
- (B) The Seller, acting by the Administrators, has agreed to allow the Buyer until the Exclusivity Period to exchange contracts for the Transaction.
- (C) The Seller has agreed not to enter into the Transaction with anyone other than the Buyer during the Exclusivity Period.
- (D) The Seller shall not be permitted to market the Property, negotiate with other parties or issue contract papers to other parties during the Exclusivity Period and shall not enter into a binding legal commitment (whether conditional or otherwise) to sell the Property to any party other than the Buyer during the Exclusivity Period.
- (E) The Buyer has agreed to provide the Exclusivity Fee of in relation to its proposed purchase of the Property.

It is agreed as follows:

1 Definitions and interpretation

1.1 In this agreement, unless the context otherwise requires, the following words have the following meanings:

Buyer's Solicitor	[_____], or such other solicitors as the Buyer shall appoint and notify to the Seller in relation to the purchase of the Property;
Exclusivity Fee	means the sum of £[_____] ([_____] Pounds) (Exclusive of VAT);
Exclusivity Period	means from the date of this agreement up to and including 4pm on [_____] 2024 or termination of this Agreement in accordance with clause 8;
Price	means £[_____] ([_____] Pounds) (Exclusive of VAT);
Property	means the property referred to in Schedule 1;
Sale Agreement	means the agreement for the sale of the Property to be progressed in accordance with clause 4.1;

Seller's Solicitor means TLT Solicitors of 3 Hardman Square, Manchester, M3 3EB or such other solicitors as the Seller shall appoint in relation to the sale of the Property;

Transaction means the proposed sale of the Seller's interest in the Property to the Buyer at the Price.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.3 any reference to the singular shall include the plural and vice versa;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Agreement;
- 1.2.6 where any party comprises two or more persons, any obligations of that party in, under or arising from this Agreement is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.7 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this Agreement or the relevant paragraph of this Agreement respectively.

2 Grant of Exclusivity Period

In consideration of the payment of the Exclusivity Fee the Seller and the Administrators agree that during the Exclusivity Period no contract or transfer for the sale of the Property or the grant of any option right of pre-emption or other right over it will be issued and/or exchanged or completed with anyone other than the Buyer, nor shall any discussions or negotiations be entered into in contemplation of any such matters.

3 The Exclusivity Fee

- 3.1 The Exclusivity Fee is to be held by the Seller's Solicitors until the earliest of the following:
 - 3.1.1 Completion of the Transaction at which point the Exclusivity Fee plus any interest accrued prior to completion of the Transaction shall be used as part of the Completion Money payable by the Buyer under the Sale Agreement;
 - 3.1.2 The expiry of the Exclusivity Period at which point the Exclusivity Fee shall be released to the Seller (acting by the Administrators) absolutely as compensation for the Seller's loss of opportunity to sell the Property to another party during the Exclusivity Period;

- 3.1.3 Upon receipt by the Buyer or the Buyer's solicitor of notification from the Seller pursuant to clause 8.1 below at which point the Exclusivity Fee shall be released to the Seller (acting by the Administrators) absolutely as compensation for the Seller's loss of opportunity to sell the Property to another party during the Exclusivity Period;
- 3.1.4 Upon receipt by the Seller or the Seller's solicitor of notification from the Buyer pursuant to clause 8.2 below at which point the Exclusivity Fee shall be released to the Seller (acting by the Administrators) absolutely as compensation for the Seller's loss of opportunity to sell the Property to another party during the Exclusivity Period;
- 3.1.5 Upon receipt by the Seller or the Seller's solicitor of notification from the Buyer pursuant to clause 8.3 below at which point the Exclusivity Fee shall be returned to the Buyer as soon as reasonably practicable; and
- 3.1.6 Upon receipt by the Buyer or the Buyer's solicitor of notification from the Seller pursuant to clause 8.4 below at which point the Exclusivity Fee shall be returned to the Buyer as soon as reasonably practicable.

4 Buyer's commitments

In consideration of the Seller's obligations in Clause 2 the Buyer agrees to progress as quickly as reasonably practicable its pre-contract enquiries subject to clause 5.2, negotiation of the Sale Agreement, title investigation, financial arrangements, transfer and any other documentation required in respect of the Transaction;

5 Seller's duties

- 5.1 During the Exclusivity Period the Administrators will instruct the Seller's Solicitors to provide all reasonable co-operation with the Buyer's Solicitors in dealing with the matters referred to in Clause 4, subject to clause 5.2, so as to afford the Buyer every reasonable opportunity to enter into the Sale Agreement with the Seller for the Transaction.
- 5.2 The Buyer acknowledges that the Seller is acting by the Administrators and that only a limited contract pack will be provided. The Buyer acknowledges that the Administrators will not be obliged to provide replies to enquiries prior to entering into the Sale Agreement, either in standard form or to specific property queries.

6 Good faith

- 6.1 The parties acknowledge to each other a mutual duty of good faith.

7 Binding force

- 7.1 This Agreement is an independent contract and does not bind the parties to the Transaction.
- 7.2 This Agreement is acknowledged as binding by virtue of its being signed below by the parties.
- 7.3 This Agreement is not a contract within the meaning of the Law of Property Act 1925 and the Exclusivity Fee is not a deposit within the meaning of the Law of Property Act 1925.

8 Termination

- 8.1 The Seller acting by the Administrators shall be entitled to terminate this Agreement in the event that the Buyer is in breach of any of its obligations contained in this Agreement on immediate written notice served on the Buyer or the Buyer's Solicitors.
- 8.2 If the Buyer decides not to proceed with the Transaction the Exclusivity Period will lapse upon written notice to that effect to the Seller or the Seller's Solicitor.
- 8.3 The Buyer shall be entitled to terminate this Agreement in the event that the Seller acting by the Administrators is in material breach of any of its obligations contained in this Agreement on immediate written notice served on the Seller or the Seller's Solicitors.
- 8.4 If the Seller decides not to proceed with the Transaction the Exclusivity Period will lapse upon written notice to that effect to the Buyer or the Buyer's Solicitor.
- 8.5 This Agreement shall automatically terminate on the expiry of the Exclusivity Period.
- 8.6 On termination of this agreement, clause 3.1 shall continue in force.

9 Time of the essence

Time is of the essence for the purposes of this Agreement.

10 Notices

- 9.1 Any notice given under this Agreement must be in writing.
- 9.2 Any notice or document to be given under this Agreement may be given by delivering it personally or by sending it by pre-paid first class post or other next working day delivery service to the address and for the attention of the relevant party as follows:
 - 9.2.1 to the Seller at:

FRP Advisory Trading Limited of Derby House, 12 Winckley Square,
Preston, PR1 3JJ

marked for the attention of Steven John Williams and Gary Hargreaves;
 - 9.2.2 to the Buyer at:

[ADDRESS]

marked for the attention of: [NAME/POSITION]

or at the Buyer's Solicitor, quoting the reference [REFERENCE].
- 9.3 Giving a notice or a document to a party's solicitor has the same effect as giving it to that party.
- 9.4 A notice or document given under this Agreement will not have been validly given or delivered if sent by e-mail.
- 9.5 Any notice or document given in accordance with this clause will be deemed to have been received:
 - 9.5.1 if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day or on a day which is not a Working Day, the

notice will be deemed to have been received at 9.00 am on the next Working Day;

9.5.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

9.6 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class post or other next working day delivery service, as the case may be.

11 Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12 Confidential Information

12.1 Each party shall safeguard and keep confidential the terms of this Agreement and any and all confidential information that it may acquire in relation to the business or affairs of the other party. Neither party shall use or disclose the other party's confidential information except to the extent that such use or disclosure is necessary for the purposes of performing its obligations or exercising its rights under this Agreement. Each party shall ensure that its officers and employees and any other persons to whom the confidential information is disclosed comply with the provisions of this Clause 12.

12.2 The obligations on a party set out in Clause 10 shall not apply to any information to the extent that such information:

12.2.1 is publicly available or becomes publicly available through no act or omission of that party;

12.2.2 is required to be disclosed by law.

12.3 The provisions of this Clause 12 shall survive any termination of this Agreement

13 Exclusion of third party rights

Unless expressly stated in this Agreement, nothing in this Agreement will confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

14 Value Added Tax

9.1 All sums payable under this Agreement are exclusive of VAT unless otherwise provided for.

9.2 Within ten Working Days after receipt from the Buyer of any VAT under this Agreement the Seller will issue a VAT invoice to the Buyer.

15 Exclusion of Administrators' Liability

15.1 The Administrators are entering into and signing this Agreement as agents for the Seller and neither they nor any of their partners, fellow members, firm, employer or employees nor any of their employer's members, employees, agents or group undertakings shall incur any personal liability whatsoever in respect of any matter referred to in this Agreement and, without prejudice to the generality of the foregoing, in respect of any of the obligations in this contract undertaken by the Seller or in respect of any failure on the part of the Seller to observe, perform or comply with any such obligations or in relation to any associated arrangements or negotiations whether such liability would arise under the Insolvency Act 1986 or otherwise.

- 15.2 The Administrators have entered into this Agreement solely for the purpose of obtaining the benefit of the provisions of the Agreement that are in the Administrators' favour.
- 15.3 Nothing in this Agreement shall operate to restrict or affect in any way any right of the Administrators to an indemnity or to a lien whether under the Insolvency Act 1986 or otherwise.
- 15.4 The Buyer acknowledges that whenever and wherever in this Agreement it has agreed to indemnify any person it shall also indemnify any firm, partner, employee, agent, advisor or representative of such person to the same extent and in the same regard.
- 15.5 All rights reserved or granted to the Seller shall be exercisable by or on behalf of the Administrators.
- 15.6 All obligations of the Administrators under this Agreement shall automatically determine on the expiry of the Administrators' appointment.
- 15.7 Nothing in this contract operates to limit or exclude any liability for fraud or fraudulent misrepresentation or for death or personal injury arising from negligence.

16 Entire Agreement

- 16.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 16.3 Nothing in this clause shall limit or exclude any liability for fraud.

Schedule 1

The Property

Address	Title number(s)	Class of Title	Tenure
Land at 33 Devon Street and 25 Falkland Street, Liverpool, L3 8HA	MS640794	Absolute	Leasehold

As witness the hands of the parties

Signed by YPG Fabric Residence Ltd)
)
(in administration) by [])
)
,)
its administrator, its agent pursuant to
powers conferred under the Insolvency
Act 1986

Signed by [] for and on)
behalf of Steven John Williams and Gary)
Hargreaves without personal liability and)
solely for the purpose of obtaining the)
benefit of the provisions of this contract)
)

Signed by [])
for and on behalf of [])