

Title Number : SGL473011

This title is dealt with by Land Registry, Telford Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 21 JAN 2017 at 14:24:43 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: SGL473011
Address of Property	: Elephant and Castle Shopping Centre, Elephant and Castle, London (SE1 6TE)
Price Stated	: £80,000,000
Registered Owner(s)	: ELEPHANT AND CASTLE PROPERTIES CO. LIMITED (incorporated in British Virgin Islands) of Craigmuir Chambers, P.O. Box 71, Road Town, Tortola, VG1110, British Virgin Islands.
Lender(s)	: Deutsche Pfandbriefbank Ag

Title number SGL473011

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 21 JAN 2017 at 14:24:43. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

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

SOUTHWARK

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Elephant and Castle Shopping Centre, Elephant and Castle, London (SE1 6TE).
- 2 The passage 37 feet 0 inches below the surface shown on the Enlarged Sketch within that part edged and numbered 3 in blue on the title plan and under the former site of Walworth Road is excepted from the registration.
- 3 The land tinted mauve on the title plan only includes in this title the air space occupied by that portion of the emergency staircase shaft above a level of 2.28 feet Newlyn Ordnance datum.
- 4 The Railway Platform overhanging part of those areas tinted blue and tinted pink on Supplementary Plan A to the title plan, the stair case leading to it and the stanchions supporting it are excluded from the title.
- 5 The entirety of the retaining walls situate between the points A, B, C, D, E, F, G and H on the title plan are excluded from the title.
- 6 The Transfer dated 28 November 1962 referred to in the Charges Register contains the following provision:-

"EXCEPT AND RESERVING unto the Commission the subsoil or undersurface of the parts of the property coloured yellow on the said plan below a depth of seventy feet from street level and the railways the tunnels covered ways retaining walls girders girdering arches stanchions foundations sewers drains and other works of the Commission situate under such parts of the property."

NOTE: The land coloured yellow on plan referred to above is tinted yellow on the title plan.

- 7 Parts of the land tinted pink and tinted yellow on the title plan are subject to easements and rights in perpetuity of the London Transport Board relating to underground tunnels and works and there are excepted from this registration the space occupied by such tunnels and works and the subsoil excavated in the construction thereof.
- 8 The land tinted mauve and edged and numbered 1 to 15 (inclusive) in blue on the title plan has the benefits of and is subject to the following rights contained in a Deed dated 16 March 1982 made between (1) Greater London Council (Council) and (2) EMI Cinema Properties Limited (Company):-

"IN pursuance of the said agreement and in consideration of the grant by the Council hereinafter contained the Company so far as it has power so to do HEREBY GRANTS unto the Council full right and liberty for the Council and its successors in title the owners and occupiers for the time being of the land comprised in Title Number LN225998 or any part thereof and its or their respective servants and licensees (in common with the Company and all others having the like right) at all times hereafter by day or by night to pass and repass

(a) over and along the purple land to and from Elephant Road aforesaid with or without motor vehicles and

A: Property Register continued

(b) on foot only over and along the green land for all purposes connected with the use and enjoyment of the red land and the centre but for no other purposes whatsoever TO HOLD the said right of way unto the Council in fee simple

2. IN consideration of the grant by the Company hereinbefore contained the Council as Beneficial Owner HEREBY GRANTS unto the Company full right and liberty for the Company and its successors in title the owners and occupiers for the time being of the land comprised in Title Number 151015 and its respective servants and licensees (in common with the Council and all others having the like right) at all times hereafter to enter on to the red land on foot only.

(a) for the purposes of emergency escape from the existing building

(b) for the carrying out of repairs and maintenance to the existing building

but for no other purposes whatsoever TO HOLD the said right of way unto the Company in fee simple subject as hereinafter stated

3. THE right of way hereinbefore granted by the Council shall be enjoyed so long as the existing building shall remain substantially in its present form and shall not be rebuilt."

NOTE: The red land is tinted blue on the filed plan the purple land is hatched brown on the filed plan and the green land is hatched blue on the filed plan.

- 9 The Transfer dated 24 July 1986 referred to in the Charges Register contains the following provision:-

"Except and Reserving unto the Company the tunnels covered ways retained walls girders girdering arches stanchions foundations sewers drains and other works of the Company situate under those parts of the lands verged blue and mauve delineated on the said plan and thereon coloured yellow hatched black."

NOTE: The land coloured yellow and yellow hatched black are similarly shown on Supplementary Plan B to the title plan. The tunnels and other works referred to are not included in the title.

- 10 The Transfer dated 24 July 1986 referred to above contains the following provision:-

"There is not included in this Transfer any easement or right of light or air or other easement or right which would restrict or interfere with the free use by the Company or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Company (whether intended to be retained or to be sold by them) except easements of support to the buildings now being erected on the said land verged blue and mauve."

NOTE: The land verged blue and mauve referred to is tinted pink on Supplementary Plan A and edged blue on Supplementary Plan B to the title plan.

- 11 The land tinted blue and tinted pink on the supplementary plan A to the title plan has the benefit of the following rights granted by the Conveyance dated 24 July 1986 referred to in the Charges Register:-

"The right from time to time for themselves their servants agents and workmen with or without tools and appliances to enter on to the Board's land to maintain and reconstruct an extension to the said wall constructed on the Board's land also coloured red on the said plan and lying between the points marked A-B thereon (hereinafter called "the wall extension") PROVIDED THAT they shall give prior notice to and make arrangements with the Board's Regional Civil Engineer (Southern Region) before exercising such right."

NOTE: The wall referred to above is included in the title between the points lettered B and G on Supplementary Plan A to the title plan

A: Property Register continued

Points A and B on the Conveyance plan are similiary shown on Supplementary Plan A to the title plan.

- 12 The Conveyance dated 24 July 1986 referred to above contains the following provision:-

THERE are not included in the Conveyance

(i) any mines or minerals under the property or any right of support from any such mines or minerals whatsoever

(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them) except easements of support to the buildings now erected on the lands hereby conveyed which are granted so far as the Board have power to grant the same."

NOTE: The mines and minerals referred to are not included in this title.

- 13 The land has the benefit of and is subject to the mutual rights granted by a Deed of Grant dated 24 July 1986 made between (1) British Railways Board (2) William Willett (Elephant & Castle) Limited relating to the link footbridge between the shopping centre erected on the land in this title and the Elephant & Castle Railway Station.

NOTE: Copy filed.

- 14 A Transfer of the land tinted mauve and numbered 1 to 17 (inclusive) in blue on the title plan and other land dated 24 July 1986 made between (1) London Residuary Body (Transferor) (2) William Willett (Elephant & Castle) Limited (Transferee) contains the following provision:-

"IT IS HEREBY DECLARED that the Transfer shall not be deemed to include and shall not operate to convey or transfer any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the Transferor adjoining or near to the property hereby conveyed."

- 15 As to the part tinted brown on the title plan the subsoil which is below 1.1 feet above Newlyn Ordnance Datum to a depth of 10.4 feet above Newlyn Ordnance Datum is not included in this title.
- 16 (30.06.1999) The edged and numbered 53 in brown reference on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 17 (19.05.2005) The edged and numbered 56 in brown reference on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 18 (13.12.2010) The plans references on the supplementary plans C and D of the title plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

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 (21.05.2014) PROPRIETOR: ELEPHANT AND CASTLE PROPERTIES CO. LIMITED (incorporated in British Virgin Islands) of Craigmuir Chambers, P.O.

B: Proprietorship Register continued

Box 71, Road Town, Tortola, VG1110, British Virgin Islands.

2 (21.05.2014) The price stated to have been paid on 7 April 2014 for the land in this title and other property was £80,000,000.

3 (21.05.2014) A Transfer dated 7 April 2014 made between (1) Elephant and Castle Properties S.A.R.L. and (2) Elephant and Castle Properties (BVI) Co. Limited contains purchaser's personal covenants.

NOTE: Copy filed.

4 (21.05.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 11 April 2014 in favour of Deutsche Pfandbriefbank AG referred to in the Charges Register or their conveyancer.

C: Charges Register

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

1 A Conveyance of the land edged and numbered 1 and 2 in blue on the title plan and other land dated 20 February 1868 made between (1) The London Chatham and Dover Railway Company (Company) and (2) Jacob Mathias contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 The land edged and numbered 1 and 2 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 20 February 1868 referred to above:-

"Except and always reserved unto the said Company their successors and assigns full and free right of roadway and passage and liberty or ingress egress and regress for them respectively and for their respective agents Engineers servants and workmen from time to time at all times hereafter to enter pass and repass into over and upon so much and such part of the said piece of land coloured yellow upon the said plan as lies within ten feet of the Roadway or Viaduct of the Railway to view and examine the state and condition of the Viaduct under the said Railway and to rebuild alter and repair the same and to make do and execute all such repairs and works for the maintenance and proper working of the Viaduct and Railway of the said Company as the same Company their successors and assigns may think proper and to bring fetch carry and make all the things and materials necessary and proper for such buildings repairs and alterations the said Company their successors and assigns doing as little damage as possible to the said Jacob Mathias his heirs and assigns and the premises which may be so entered upon as aforesaid and making fair compensation for any damage that may be done by them their workmen or servants."

NOTE: The land coloured yellow referred to is edged and numbered 1 in blue on the title plan.

3 A Conveyance of the land edged and numbered 5 in blue on the title plan dated 22 February 1868 made between (1) The London Chatham and Dover Railway Company (Vendor) and (2) James Paddon (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 A Conveyance of the land edged and numbered 4 in blue on the title plan dated 26 August 1874 and made between (1) John House and (2) Maria Judd and others contains covenants and provisions.

NOTE: No particulars filed.

5 A Deed dated 22 June 1927 affecting the land edged and numbered 1 and 2 in blue on the title plan and made between (1) Victor Joseph Smith, Marguerite Mary Smith and Reginald Stowell Smith (2) the Southern Railway Company and (3) Alfred James Gibbs relates to the erection, user and maintenance on part of the land of a column to support part of a platform.

C: Charges Register continued

NOTE: Copy filed under 341789.

- 6 Such part of the land as is affected thereby is subject to the provisions of (A) an Agreement dated 13 October 1932 made between (1) Elephant and Castle Theatre Limited and (2) The London (Elephant and Castle) Repository Limited and (B) an Agreement dated 5 May 1933 made between (1) The Ecclesiastical Commissioners for England and (2) Elephant & Castle Theatre Limited relating to the increase in height of the Elephant & Castle Theatre so far as the same are subsisting and capable of being enforced.

NOTE: Copies filed under LN168112.

- 7 A Transfer of the land edged and numbered 1, 2 and 6 in blue on the title plan dated 10 March 1936 made between (1) Alfred James Gibbs (Vendor) and (2) Abraham Duboff (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 8 A Transfer of the land edged and numbered 7 in blue on the title plan dated 6 August 1937 made between (1) Joseph L Collier (London) Limited (Vendor) and (2) Abraham Duboff (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 9 A Transfer of the land edged and numbered 7, 9 and 10 in blue on the title plan dated 28 November 1962 made between (1) The British Transport Commission and (2) The London County Council contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 10 The land edged and numbered 7, 9 and 10 in blue on the title plan is subject to the following rights reserved by the Transfer dated 28 November 1962 referred to above:-

"EXCEPT AND RESERVING as mentioned in Clause 2 hereof TO HOLD the same unto the Council in fee simple

2. THERE are reserved to the Commission

(i) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Commission shall be deemed to be enjoyed by the licence or consent of the Commission and not as of right

(ii) the right of support from the property for the adjoining property of the Commission

(ii) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Commission

(iv) full right and liberty for the Commission and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (v) of this sub-clause

(v) full right and liberty for the Commission and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Commission on their adjoining or neighbouring land the Commission making good any damage occasioned by the exercise of the rights of entry reserved by paragraphs (iv) and (v) of this sub-clause."

- 11 The land tinted mauve on the title plan is subject to the following rights reserved by a Deed of Exchange dated 14 October 1969 made between (1) The London Transport Board (Board) and (2) The Greater London Council (Council):-

C: Charges Register continued

"Except and Reserving to the Board full right and liberty for the Board and their successors in title with or without workmen at any time or times when it shall in the opinion of the Board or their Engineer for the time being be necessary for the purpose of renewing or repairing their railway or works upon given (except in cases of emergency) to the Council or its successors in title not less than one calendar month's notice in writing of their intention in that behalf to enter upon the surface of the pavement or footway laid or to be laid over or in such air space and to break open such pavement or footway for the purpose of gaining access to the said shaft for the purpose of carrying out repairs thereto the Board making good all damage caused to the said pavement or footway or the adjoining property of the Council."

12 A Conveyance of the land tinted blue and tinted pink on supplementary plan A to the title plan dated 24 July 1986 made between (1) British Railway Board (Board) and (2) William Willett (Elephant and Castle) Limited (WW) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

13 The land tinted blue and tinted pink on supplementary plan A to the title plan is subject to the following rights reserved by the Conveyance dated 24 July 1986 referred to above:-

"There are reserved to the Board

(i) the right to retain and use their existing platform which overhangs the property and the staircase leading thereto and the stanchions supporting such platform

(ii) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

(iii) the right of support from the property for the adjoining property of the Board and in particular the right to have the stanchions supporting the Board's said platform supported by the projections from the said wall

(iv) the right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Board

(v) full right liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (iv) of this sub-clause

(vi) full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land

(vii) a right to place cables pipes or other similar apparatus upon the top of or on the face of the said wall and to attach the said cables pipes or other apparatus to the said wall

(viii) a right to place and maintain such stanchions upon the projections from the said wall as they may think fit for the support of the platform of their station in substitution for the stanchions which are now erected upon the property in accordance with plans first submitted to WW for approval (such approval not to be unreasonably withheld) the Board making good damage to the property occasioned by the exercise of the rights reserved by paragraph (iii) (iv) (v) (vii) and (viii) of this sub-clause."

C: Charges Register continued

- 14 A Transfer of the land edged blue on supplementary plan B to the title plan dated 24 July 1986 made between (1) London Underground Limited Company (2) William Willett (Elephant & Castle) Limited (WW) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 15 The land edged blue on supplementary plan B on the title plan is subject to the following rights reserved by the Transfer dated 24 July 1986 referred to above:-
- "There shall be reserved to the Company
- (i) the right at any time to erect or suffer to be erected any buildings or other erections and to alter any buildings or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the said land verged blue and mauve and any access of light and air over the adjoining land of the Company shall be deemed to be enjoyed by the licence or consent of the Company and not as of right
- (ii) the right of support from the said land verged blue and mauve for the adjoining property of the Company
- (iii) a right of way in perpetuity with or without vehicles and apparatus at all times and for all purposes connected with the adjoining property of the Company delineated on the said plan and thereon verged green over those parts of the said land verged blue and mauve delineated on the said plan and thereon coloured yellow hatched black and coloured brown (but only where such colour is included within a blue or mauve verge line)."
- NOTE: The land verged blue and mauve referred to is tinted pink on the Supplementary Plan A and edged blue on Supplementary Plan B to the title plan. The part verged green referred to is similarly shown on Supplementary Plan B to the title plan.
- 16 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.
- 17 The parts of the land affected thereby are subject to the following rights granted by a Lease dated 15 July 1991 of Coronet Cinema for 125 years from 25 March 1991.
- "TOGETHER WITH
- 1.1 So far only as the Landlord is able and entitled to grant the same as unrestricted right of way at all times with or without vehicles over the part of Ostend Place coloured brown on the plan for the purpose of access to and egress from the Demised Premises
- 1.2 An unrestricted right of way at all times on foot over the areas coloured blue on the plan for the purpose of;
- 1.2.1 Access to and egress from the Demised Premises and
- 1.2.1 Viewing the state or repair and repairing cleaning replacing decorating renewing or rebuilding the Demised Premises and
- 1.2.3 Erecting scaffolding and cradles for the purpose of repairing decorating or cleaning that part of the Demised Premises immediately adjacent to the said areas coloured blue on the plan.
- NOTE: No copy of the plan referred to is held by Land Registry.
- 18 (17.03.2000) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 4 in yellow on the title plan on the filed plan dated 17 January 2000 referred to in the schedule of leases hereto:-
- "TOGETHER WITH the rights for the Tenant and its contractors or agents and their respective servants and workmen at all times during the term

C: Charges Register continued

hereby granted ("Term")

1.1 full right and liberty for the Tenant and persons authorised by them to go pass and repass at all times and for all purpose with or without vehicles over and along the land edged brown (and coloured yellow) on the Plan

1.2 full right and liberty to lay use and maintain electric lines with any conduits or pipes and other apparatus as may in the opinion of the Tenant from time to time be requisite for connecting the said transforming and other plant and apparatus with the Tenant's distributing mains in the adjacent public streets or elsewhere under the land coloured green (and yellow) ("Land") on the Plan

1.3 to take in and expel air from and over the land adjoining the ventilators shown shaded blue on the Plan

1.4 to break up the surface of the land so far as may be necessary from time to time for the purpose of laying electric lines under or over the land or of relaying repairing maintaining or removing any electric lines conduits pipes or other appurtenances so laid but so that the Tenant in exercising such rights shall not cause unnecessary damage to the land and shall restore forthwith the surface thereof to its former condition."

NOTE: Copy plan filed.

19 (28.05.2004) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

20 (12.05.2006) The land is subject to the easements granted by a Lease dated 22 December 2005 of The Coronet Cinema, 26-28 New Kent Road, London for a term of 10 years commencing on 22 December 2005.

-Copy filed under TGL271982.

21 (13.10.2006) The land is subject to the easements granted by a Lease dated 10 October 2006 of Unit 239, Elephant and Castle Shopping Centre for a term of 5 years from 10 October 2006.

NOTE: Copy filed.

22 (05.01.2007) The land is subject to the easements granted by a Lease dated 30 November 2006 of Ninth and Tenth Floor Offices, Hannibal House, Elephant & Castle Shopping Centre from and including 30 November 2006 to and including 30 June 2011.

NOTE: Copy filed.

23 (17.05.2007) UNILATERAL NOTICE affecting Units T & G Seventh Floor, Hannibal House, Elephant & Castle Shopping Centre in respect of a Lease dated 10 May 2007 for 3 years from 2 May 2007 made between (1) Key Property Investments (Number Five) Limited and (2) Multiplex Constructions (UK) Limited.

NOTE: Copy filed.

24 (17.05.2007) BENEFICIARY: Multiplex Constructions (UK) Limited of Level 1, 40 Berkeley Square, London W1J 5AL and of Units T & G, Seventh Floor, Hannibal House, Elephant & Castle Shopping Centre, London SE1 6TE.

25 (22.06.2007) UNILATERAL NOTICE Units 105 & 106 (326, 328 & 329 Lower Ground Floor), Units 69 & 70 (224/226 & 227/230 Upper Ground Floor), Plant Room at roof level (including the ventilation ducting between the plant room and Unit 79 and the four cooled condensers and equipment installed) and basement storeroom 'N' at lower basement level of the Elephant & Castle Shopping Centre London SE1 and basement storeroom 'I' on the lower basement floor of the Elephant & Castle Shopping Centre SE1 in respect of Claim for the grant of a new tenancy under Part 11 of the Landlord and Tenant Act 1954 made in the Lambeth County Court on 4 June 2007 (Claim number 7LB02561 and 7LB02562)

C: Charges Register continued

26 (22.06.2007) BENEFICIARY: Tesco Stores Limited of Adelaide House, London Bridge, London EC4R 9HA (Ref: SHFA/DXC/T34.14168).

27 (12.11.2007) UNILATERAL NOTICE affecting Fifth Floor Hannibal House in respect of an Agreement for lease dated 2 November 2007 made between (1) Key Property Investments (Number 5) Limited and (2) WorkDirections (UK) Limited.

NOTE: Copy plan filed.

28 (12.11.2007) BENEFICIARY: WorkDirections (UK)Limited of 29 Ludgate Hill, London EC4M 7JE and The Registry, 3 Royal Mint Court, London EC3N 4QN.

29 (14.01.2008) UNILATERAL NOTICE affecting Fifth Floor Hannibal House in respect of lease dated 19 December 2007 for a term from 19 December 2007 expiring on 24 June 2012.

NOTE: Copy plan filed.

30 (14.01.2008) BENEFICIARY: WorkDirections (UK) Limited of 29 Ludgate Hill, London EC4M 7JE and The Registry, 3 Royal Mint Court, London EC3N 4QN.

31 (16.05.2008) UNILATERAL NOTICE affecting Units P, Q, R and S Fourth Floor Hannibal House in respect of a Lease dated 6 May 2008 for a term from and including 6 May 2008 to and including 31 December 2012.

NOTE: Copy filed.

32 (16.05.2008) BENEFICIARY: EMCC Software Limited of 5 Commerce Way, Avocado Court, Westinghouse Road, Manchester M17 1HW.

33 (26.08.2009) UNILATERAL NOTICE affecting lower ground floor and basement, Unit 338 Elephant & Castle Shopping Centre in respect of an Agreement for lease dated 24 August 2009 made between (1) Key Property Investments (Number five) Limited and (2) C & J Clark International Limited.

34 (26.08.2009) BENEFICIARY: C. & J. Clark International Limited (Co.Regn.No.141015) of 40 High Street, Street, Somerset BA16 0EQ and care of Beachcroft LLP, Portwall Place, Portwall Lane, Bristol BS99 7UD (ref:SJB-CJC001-0537304).

35 (21.04.2011) Agreement for lease of Unit 212, Elephant & Castle Shopping Centre dated 4 April 2011 in favour of Harvey & Thompson Limited for 5 years from 4 April 2011.

NOTE:-Copy filed.

36 (03.05.2012) By a Deed dated 17 April 2012 made between (1) KPI III SARL and (2) Key Property Investments (Number Five) Limited the terms of the lease dated 18 November 2010 of land forming part of Elephant and Castle Station referred to in the schedule of leases hereto were varied.

NOTE 1: Copy Deed filed under TGL340344.

NOTE 2: The proprietor of the registered charge dated 2 April 2012 of the tenants title number TGL340344 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

37 (21.05.2014) REGISTERED CHARGE dated 11 April 2014 affecting also other titles.

NOTE: Charge reference SGL473011.

38 (21.05.2014) Proprietor: DEUTSCHE PFANDBRIEFBANK AG (incorporated in Germany) (UK Regn. No. HRB41054) of 21st Floor, 30 St Mary Axe, London EC3A 8BF.

39 (21.05.2014) The proprietor of the Charge dated 11 April 2014 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 20 February 1868 referred to in the Charges Register:-

"The said Jacob Mathias doth hereby for himself his heirs executors administrators and assigns covenant with the said Company their successors and assigns that the said Jacob Mathias his heirs or assigns shall not at any time hereafter erect any building of any kind whatsoever upon the said piece of land coloured yellow upon the said plan drawn in the margin of these presents within ten feet of the Roadway or Viaduct of the Railway of the said Company And further that the said Jacob Mathias his heirs or assigns shall not at any time hereafter obstruct or hinder the rights of road way or passage or any of the liberties or easements hereinbefore excepted or reserved."

NOTE: The land coloured yellow referred to above is edged and numbered 1 in blue on the filed plan.

- 2 The following are details of the covenants contained in the Conveyance dated 22 February 1868 referred to in the Charges Register:-

"THE said James Paddon doth hereby for himself his heirs executors and assigns covenant with the said Company their successors or assigns that he the said James Paddon his heirs or assigns will not erect or build any erections or buildings of any kind whatsoever within ten feet of the Roadway or Viaduct of the Railway of the said Company without the permission of the said Company their successors or assigns first had and obtained."

- 3 The following are details of the covenants contained in the Transfer dated 10 March 1936 referred to in the Charges Register:-

"The Purchaser for himself his executors administrators and assigns the owner or owners for the time being of the land comprised in the said title hereby covenant with the Vendor his executors administrators and assigns that no part of the premises or any building now or hereafter to be erected thereon shall be used for carrying on the trade or business of a dyer cleaner and valet service or any branch of such business and in case the said premises of the Purchaser or any part thereof shall at any time during the term of seven years from the 10th day of March 1936 be sold conveyed demised or otherwise disposed of by the Purchaser or become vested in any other person or persons whomsoever this covenant shall be operative and binding upon every such person or persons and shall be enforceable by the Vendor and his assigns against all persons hereafter claiming any estate or interest in any part of such adjoining property that of the Vendor."

NOTE: The title number referred to above is 341789.

- 4 The following are details of the covenants contained in the Transfer dated 6 August 1937 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor that the Property hereby transferred shall not be used at any time hereafter by the Purchaser his heirs executors administrators or assigns for the purpose of or carrying on business thereon of a ladies and childrens outfitter or draper including the sale of ladies' hats millinery dresses costumes coats knitwear underwear skirts blouses corsets gloves hosiery stockings and wearing apparel and also all classes of childrens wearing apparel and further that the property shall not be used during the lifetime of the Purchaser for the sale of household furniture furnishings and fittings But nothing herein contained shall be deemed to prevent or restrict the property being used for the business or trade of a ladies' hairdresser or for the sale of boots and shoes."

- 5 The following are details of the covenants contained in the Transfer dated 28 November 1962 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Commission as is capable of being benefitted or protected and with intent to bind so far as legally may be itself and its successors in title owner or owners for the time being of the property or any part thereof in whosoever hands the same may come the Council hereby covenants with the Commission as follows:-

Schedule of restrictive covenants continued

(i) That no buildings or works other than main drainage works carried out by the Council under Section 28 of the Public Health (London) Act 1936 shall be constructed or carried out in under or over the property within a distance of ten feet in plan of the Commission's adjoining railway viaduct

(ii) Before:-

(a) commencing the construction or carrying out in under or over the property any buildings or works other than the said main drainage works within a distance of fifty feet in plan of the boundaries of the parts of the properties coloured yellow on the said plan or

(b) commencing any works of excavation other than in connection with the said main drainage to a depth equal to or exceeding the distance between the nearest point of the said works to the Commission's adjoining railway viaduct and the said viaduct

the Council will submit to the Engineer appointed by the Commission for his reasonable approval proper and sufficient plans sections and particulars of any such proposed buildings or works and comply with any modification in the method of construction of such buildings or works which may reasonably be necessary and permit the said Engineer to inspect the said buildings or works at all reasonable times during their construction Provided always that if the said Engineer shall not within twenty-eight days after the submission to him of any plans sections or particulars signify his disapproval thereof and the grounds of such disapproval he shall be deemed to have approved the same

(iii) In the event of any development to be carried out by the Council under its Elephant and Castle Development Scheme making it necessary for the Commission's proposed ventilation tower on the land verged blue on the said plan to be built to a greater height than thirty feet the Council will pay to the Commission on demand the amount (as certified by the said Engineer) of all additional costs and expenses thereby incurred by the Commission Provided that the said Engineer shall if so required by the Council produce to its vouchers or other evidence in support of his certificate."

NOTE: The land coloured yellow referred to in Clause (ii) above is similarly tinted yellow on the filed plan and the land verged blue is edged and numbered 18 in blue on the filed plan.

6 The following are details of the covenants contained in the Conveyance dated 24 July 1986 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the property or any part thereof in whosoever hands the same may come WW hereby covenants with the Board as follows

(1) Not at any time

(a) Without previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto and

(b) Without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose to erect or add to any building or structures or to execute any works on any part of the property

(2) Forthwith to erect and at all times thereafter to maintain to the satisfaction of the Board kerbing and fences of a design to be approved by the Board between the points marked A Band C on the said plan

(3) To maintain and from time to time renew to the satisfaction of the Board for the purpose of supporting the works of the Board mentioned in Clause 2(B)(iii) hereof the said wall and wall extension with projections for the support of the stanchions hereinbefore mentioned in the position shown by the red line on the said plan If the said wall and wall extension is at any time out of repair the Board shall be

Schedule of restrictive covenants continued

entitled to enter upon the property and effect repairs to the said wall or renew the same and for the purpose of facilitating the execution of such works to close to traffic the ramp intended to be constructed or caused to be constructed by WW on the property and the costs incurred by the Board in exercising the rights created by this clause shall be repaid by WW to the Board on demand."

NOTE: The points marked A B and C on the plan referred to above have been reproduced on the filed plan.

- 7 The following are details of the covenants contained in the Transfer dated 24 July 1986 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Company as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the said land verged blue and mauve or any part thereof into whosoever hands the same may come WW hereby covenants with the Company as follows

(1) Not at any time without previously submitting detailed plans and sections thereof to the Company and without complying with such reasonable conditions as the Company shall deem it necessary to impose to execute any foundation works on any part of the said land verged blue and mauve within a distance of fifty feet of the ventilation shaft on the adjoining land of the Company

(2) Forthwith to make up the satisfaction of the Company the land coloured brown (including those parts within the blue and mauve verge) green and yellow hatched black on the said plan as an accessway or road for the purpose mentioned in Clause 6(a) hereof and thereafter to maintain the same for the like purpose to the like satisfaction."

NOTE: The land verged blue and mauve referred to is tinted pink on the Supplementary Plan A and edged blue on the Supplementary Plan B respectively on the filed plan. The land coloured brown, green and yellow hatched black is tinted brown, tinted pink and tinted yellow hatched black respectively on the filed plan.

Schedule of leases of easements

- 1 Benefiting land : Unit 204 (NSE)
Title Number of
benefiting land : Not Registered
Date of lease : 18 December 2003
Term of lease : 5 years from 24 June 2003
Registration date: 28.05.2004
NOTE: Copy filed
- 2 Benefiting land : Unit 215/216, Elephant & Castle Shopping Centre
Date of lease : 23 December 2005
Term of lease : From 23.12.2005 to 1.8.2010
Registration date: 23.02.2006
NOTE: Copy filed
- 3 Benefiting land : Eighth floor, Hannibal House
Date of lease : 17 October 2008
Term of lease : From 1.4.2008 to 31.12.2012
Registration date: 26.11.2008
- 4 Benefiting land : Unit 236, Elephant & Castle Shopping Centre
Date of lease : 11 December 2009
Term of lease : 5 years from 25.3.2008
Registration date: 10.02.2010
NOTE: Copy filed

Schedule of notices of leases

- 1 17.03.2000 Site of an electricity sub 17.01.2000 TGL171546
edged and station (Elephant and 99 years from
numbered 4 in castle) 29.9.1999

Title number SGL473011

Schedule of notices of leases continued

yellow

NOTE: See entry in the Charges Register relating to the rights granted by this Lease

2	13.12.2010	Elephant and Castle Shopping Centre	18.11.2010 From 18.11.2010 to 25.9.2087	TGL340344
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NOTE 1: The lease comprises also other land.

NOTE 2: During the subsistence of this lease, the lease dated 17 January 2000 referred to above takes effect as an underlease.

NOTE 3: See entry in the Charges Register relating to a Deed of variation dated 17 April 2012.

End of register