

Title Number : SGL62094

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 11 MAR 2016 at 14:34:42 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 | : SGL62094 |
| Address of Property | : 24 St Francis Road, East Dulwich and land adjoining and land on the North East side of Green Dale, East Dulwich, London |
| Price Stated | : £5,750,000 |
| Registered Owner(s) | : GREENDALE PROPERTY COMPANY LIMITED (incorporated in Isle of Man)(UK Regn. No. 010513V) care of Collegiate Legal Limited, FAO Ken Prichard Jones Stricker Properties Limited Field Place, Broadbridge Heath, Horsham RH12 3PB and care of Teacher Stern LLP FAO Catherine Macleod, 37-41 Bedford Row, London WC1R 4JH. |
| Lender(s) | : None |

Title number SGL62094

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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 24 St Francis Road, East Dulwich and land adjoining and land on the North East side of Green Dale, East Dulwich, London.
- 2 The land tinted pink on the filed plan has the benefit of a right of way over the road 40 feet wide leading to Champion Hill granted by a Conveyance dated 24 November 1914 made between (1) Sir Claude Champion De Crespigny (2) Sir George Lionel Lawson Bagot Prescott and The Honourable Robert Francis Boyle and (3) Parrs Bank Limited.

NOTE: Copy filed under 199359(SGL)

- 3 (15.04.1988) 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 The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered TGL57173 in green on the title plan dated 1 February 1991 made between (1) Kings College London (Transferor) and (2) The Secretary of State for Health (Transferee):-

"The following are rights and easements are excepted and reserved out of the Property unto the Transferor and its successors in title the owners or occupiers of any part of the Retained Land and all others from time to time entitled thereto or authorised by the Transferor

1. The right of way on foot only along the Property to Green Dale

2. The right to free and uninterrupted passage and running of water soil gas electricity telephone and any other service through the pipes sewers drains channels and cables which are now or may at any time within the period of eighty years from the date hereof (which period shall be the perpetuity period applicable to this Transfer) be constructed in or under the Property TOGETHER WITH the right with or without workmen and other person duly authorised with or without plant and machinery at all reasonable times to enter upon the Property or any part thereof for the purpose of inspecting and maintaining any such pipe sewer drain channel or cable and any manhole stopcock inspection chamber or similar apparatus used in connection therewith.

3. The right with or without others duly authorised to enter upon the Property so far as is necessary for the purpose of carrying out of any works required to be done to the buildings for the time being erected or to be necessary for such purpose to remove temporarily any wall or fence which may for the time being be erected on the boundary between the Retained Land and the Property.

4. The rights of support and protection from the Property (and all buildings on it) for the retained land (and all buildings on it).

5. The right of uninterrupted and unimpeded access of light and air to the Retained Land over the Property".

NOTE: The property referred to is the land transferred. The retained land referred to is the Dulwich Hamlet Football Ground.

A: Property Register continued

5 (19.04.1991) The land has the benefit of the following rights reserved by the Transfer dated 1 February 1991 referred to in the Charges Register:-

"THE Transferor reserves the Reserved Rights out of the Property in fee simple for the benefit of the Retained Land and each and every part of it

(Reserved Rights)

The following rights and easements are excepted and reserved out of the Property unto the Transferor and its successors in title the owners or occupiers of any part of the Retained Land and 24 St Francis Road

1. The right to free and uninterrupted passage and running of water soil gas electricity telephone and any other services through the mains pipes sewers drains channels and cables which are now or may at any time within the period of eighty years from the date hereof (which period shall be the perpetuity period applicable to this Transfer) be constructed in or under the Roadway TOGETHER WITH the right with or without workmen and other persons duly authorised with or without plant and machinery at all reasonable times to enter upon the Roadway or any part thereof for the purpose of inspecting and maintaining any such main pipe sewer drain channel or cable and any manhole stopcock inspection chamber or similar apparatus used in connection therewith

2. The right with or without others duly authorised to enter upon the Property so far as is necessary for the purpose of carrying out of any works required to be done to the buildings for the time being erected or to be erected on the Retained Land and so far as may be necessary for such purpose to remove temporarily any wall or fence which may for the time being be erected on the boundary between the Retained Land and the Property

PROVIDED ALWAYS that in each case above the rights shall only be exerciseable:

(a) if and to the extent that it is necessary to enter and impracticable to avoid entry for the purposes for which entry is required

(b) upon not less than 14 days notice in writing (save in the case of an emergency when as much notice as reasonably possible shall be given)

(c) in a reasonable and proper manner as expeditiously as possible causing as little inconvenience to the occupier and disturbance to the use and occupation of the Property as possible and as little damage thereto and to the contents thereof as possible.

(d) all damage shall be made good without any delay in a good and workmanlike manner with good and proper materials to the reasonable satisfaction of the occupier

(e) the reasonable requirements of the occupier made with a view to minimising such inconvenience disturbance and damage shall be complied with

(f) before exercising any such right full consultation with the occupier shall take place as to the method and timing of the exercise of any such rights

(g) the owners and occupiers of the Property shall be kept indemnified against all actions proceedings costs expenses damages and liabilities of whatsoever nature arising out of the exercise of such rights

(h) entry shall be outside the Transferee's normal trading hours insofar as possible or otherwise at times to be agreed with the Transferee (such agreement not to be unreasonably withheld)

3. The right in case of fire or any other emergency to enter upon the Property through the exit doors marked "E" and "F" on the Plan from the Retained Land

A: Property Register continued

4. For so long as the Retained Land is used for leisure recreational or educational purposes (or such other use as the Transferee may agree such agreement not to be unreasonably withheld) the right at all times with or without vehicles to pass and repass over and along a route to be specified from time to time by the Transferee within the Property to that part of the Property shown for the purposes of identification only coloured brown on the Plan ("the Brown Land") SUBJECT TO the Transferor complying with all reasonable rules and regulations imposed by the Transferee including keeping the roadway clear at all times and the Transferor contributing to the reasonable and proper costs of maintenance of the roadway according to its use thereof such payment to be made within 7 days of written demand

Provided Always that

(1) no public parking of vehicles shall be permitted on the Brown Land

(2) any service vehicles will only be permitted to park temporarily on the Brown Land for loading and unloading purposes.

(3) any cars shall only be permitted access to the Brown Land for the purposes of setting down and picking up passengers.

5. For so long as the Retained Land is used for leisure recreational or educational purposes (or such other use as the Transferee may agree and such agreement not to be unreasonably withheld) the right at all times on foot only to pass and re-pass over and along a route to be specified from time to time by the Transferee between the points marked "G" and "H" on the Plan for the purposes of access to and egress from the Retained Land through the door marked "G" on the Plan SUBJECT TO the Transferor complying with all reasonable rules and regulations imposed by the Transferee including keeping the footpath clear at all times and the Transferor contributing to the reasonable and proper costs of maintenance of the footpath according to its use thereof such payment to be made within 7 days of written demand".

REMARK:-The retained land is edged blue on the Transfer plan. Copy plan in certificate.

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 (25.06.2014) PROPRIETOR: GREENDALE PROPERTY COMPANY LIMITED (incorporated in Isle of Man)(UK Regn. No. 010513V) care of Collegiate Legal Limited, FAO Ken Prichard Jones Stricker Properties Limited Field Place, Broadbridge Heath, Horsham RH12 3PB and care of Teacher Stern LLP FAO Catherine Macleod, 37-41 Bedford Row, London WC1R 4JH.
- 2 (25.06.2014) The price stated to have been paid on 7 February 2014 for the land in this title and other property was £5,750,000.

C: Charges Register

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

- 1 (08.11.1990) A Deed dated 16 October 1990 made between (1) London Borough of Southwark (2) J Sainsbury PLC and (3) Kings College London relates to the development of the land.

NOTE: Copy filed under LN90370.

- 2 (25.03.1991) An Agreement to Transfer the land hatched brown on the

C: Charges Register continued

filed plan dated 31 January 1991 in favour of the Secretary of State for Health.

NOTE: Copy filed.

- 3 (19.04.1991) The land is subject to the following rights granted by a Transfer of the land edged and numbered TGL58477 in green on the title plan and other land dated 1 February 1991 made between (1) Kings College London (Transferor) and (2) J Sainsbury PLC (Transferee):-

"THE Property is transferred with the benefit of the Appurtenant Rights.

(Appurtenant Rights)

The following rights in common with the Transferor and its successors in title the owners and occupiers from time to time of the Retained Land and any part thereof for the Transferee and its successors in title the owners and occupiers of any part of the Property and occupiers of any part of the Property and all others authorised by it or them:-

1. The right with or without others duly authorised to enter upon the Retained Land so far as is necessary for the purpose of carrying out any works required to be done to the Property including the right to tie in a wall to any wall on the Retained Land in the approximate position marked "J" on the Plan and to repair and maintain such wall thereafter and so far as may be necessary for such purpose to remove temporarily any wall or fence which may for the time being be erected on the boundary (whether on the Property or the Retained Land) subject to the Transferee or such other person as aforesaid at its or his own expense reinstating the same as soon as practicable after completion of the said works to the condition in which it was immediately prior to such removal.

2. The right to pass and repass over and along that part of the roadway within the Retained Land only insofar as it is necessary for the Transferee to comply with its obligations in paragraph 2 of the Fifth Schedule hereto.

PROVIDED ALWAYS that the above rights shall only be exercisable:

(a) if and to the extent that it is necessary to enter and impracticable to avoid entry for the purposes for which entry is required

(b) upon not less than 14 days notice in writing (save in the case of an emergency when as much notice as reasonably possible shall be given)

(c) in a reasonable and proper manner as expeditiously as possible causing as little inconvenience to the occupier and disturbance to the use and occupation of the Retained Land as possible and as little damage thereto and to the contents thereof as possible.

(d) all damage shall be made good without any delay in a good and workmanlike manner with good and proper materials to the reasonable satisfaction of the occupier.

(e) the reasonable requirements of the occupier made with a view to minimising such inconvenience disturbance and damage shall be complied with

(f) before exercising any such right full consultation with the occupier shall take place as to the method and timing of the exercise of any such rights

(g) the owners and occupier of the Retained Land shall be kept indemnified against all actions proceedings costs expenses damages and liabilities of whatsoever nature arising out of the exercise of such rights

(h) entry shall not be on match days and when functions are being held on the Retained Land but shall as possible be at times to be agreed

C: Charges Register continued

with or on behalf of the Transferor (such agreement not to be unreasonably withheld).

Paragraph 2 of the Fifth Schedule is as follows:-

Upon the opening for trade of the retail store intended to be erected on the Property it shall allow in perpetuity and not (by its act or omission) prevent access to and right of way over the Open Space Land by members of the Public for 365 days a year between the hours of sunrise and sunset and the Transferee shall not occupy or allow the Open Space Land to be occupied by any person or persons for any purpose whatsoever and the Transferee shall do all things necessary to ensure the Open Space Land is accessible to members to the public".

NOTE 1: The Roadway means the roadway to be constructed in the approximate position shown crossed hatched black on the Transfer plan or in such other position as may be approved by the Transfer

NOTE 2: The Open Space land is the land edged green on the Transfer plan

NOTE 3: *Original Transfer filed under TGL58477.*

- 4 (16.03.1992) The parts of the land affected thereby are subject to the following rights granted by a Lease of an electricity sub station site dated 28 February 1992 referred to in the Schedule of Leases hereto:-

"TOGETHER with the right for the Tenant from time to time to install and during the continuance of the term hereby created to maintain on the demised premises such transforming and other plant and apparatus as may from time to time be requisite for the purposes of the Tenant's undertaking AND TOGETHER with the right for the Tenant to take in and expel air from and over the land adjoining the ventilations indicated on the said plan by the colour blue AND TOGETHER with the right for the Tenant from time to time to lay and during the continuance of the term hereby created to use and maintain through or under that part of the land adjoining the Landlors's building and premises delineated on the said plan and thereon coloured green such electric lines ducts and other ancillary apparatus thereto as may in the reasonable opinion of the Tenant from time to time be requisite for connecting the said sub-station and other plant and apparatus with the Tenant's distributing mains in the adjacent public streets or elsewhere AND TOGETHER with the right for the Tenant and its contractors or agents and their respective servants and workmen at all times during the term hereby created to enter the said Landlord's building and adjacent premises over the route shown edged brown on the said plan and do thereon such acts and things as may be necessary for the purpose of installing laying inspecting maintaining or removing any such plant electric lines or other apparatus as aforesaid".

NOTE: The land coloured blue referred to is shown by letter A on the filed plan. The land coloured green referred to is shown by a blue broken line on the filed plan. The land edged brown referred to is hatched mauve on the filed plan.

- 5 (11.08.1992) The parts of the land affected thereby is subject for the term of 99 years from 2 July 1992 to the rights granted by a Lease of easements made between (1) King's College London and (2) J Sainsbury PLC.

NOTE 1: Copy filed

NOTE 2: The conducting media shown by a green line on the plan to the Deed is shown as a brown broken line on the filed plan.

- 6 (14.10.1994) The land is subject to the rights granted by a Deed dated 26 September 1994 made between (1) King's College London and (2) The Secretary of State for Health.

The said Deed also contains restrictive covenants by the grantor.

NOTE: *Copy filed under TGL57173.*

- 7 The parts of the land affected thereby are subject to the leases set

C: Charges Register continued

out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

- 8 (25.06.2014) UNILATERAL NOTICE in respect of a Debenture dated 12 December 2013 and made between Greendale Property Comapny Limited (1) and Champion Hill Limited (2).

NOTE: Copy filed.

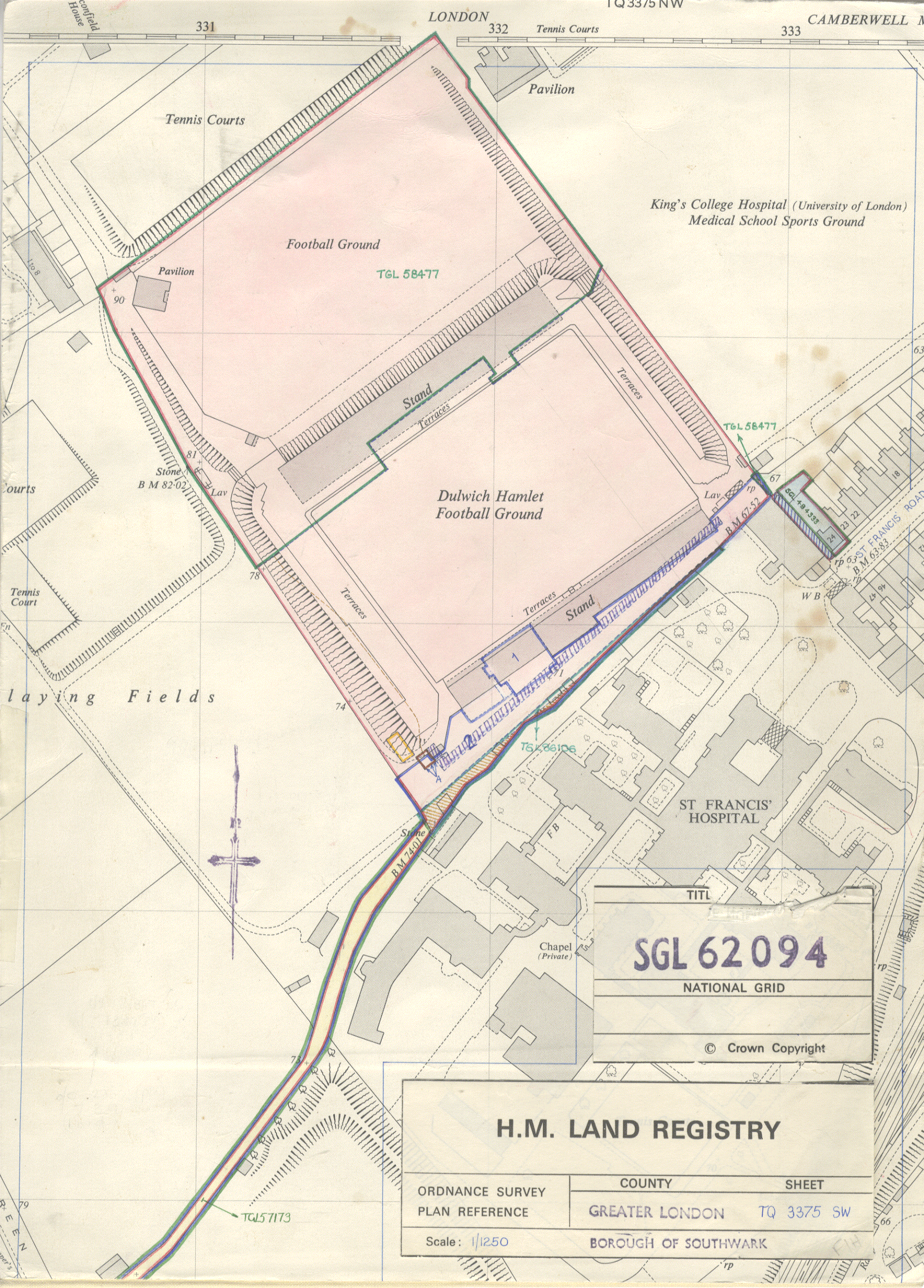
- 9 (25.06.2014) BENEFICIARY: Champion Hill Limited of Care of Collegiate Legal Limited, Field Place, Broadbridge Heath, West Sussex, RH12 3PB.

Schedule of notices of leases

- | | | | | |
|---|-------------|-----------------------------|---------------|----------|
| 1 | 16.03.1992 | The site of and electricity | 28.02.1992 | TGL71129 |
| | Edged Brown | Sub-Station lying to the | 99 years from | ting |
| | | south west of Dog Kennel | 25.12.1990 | |
| | | Hill | | |

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

End of register



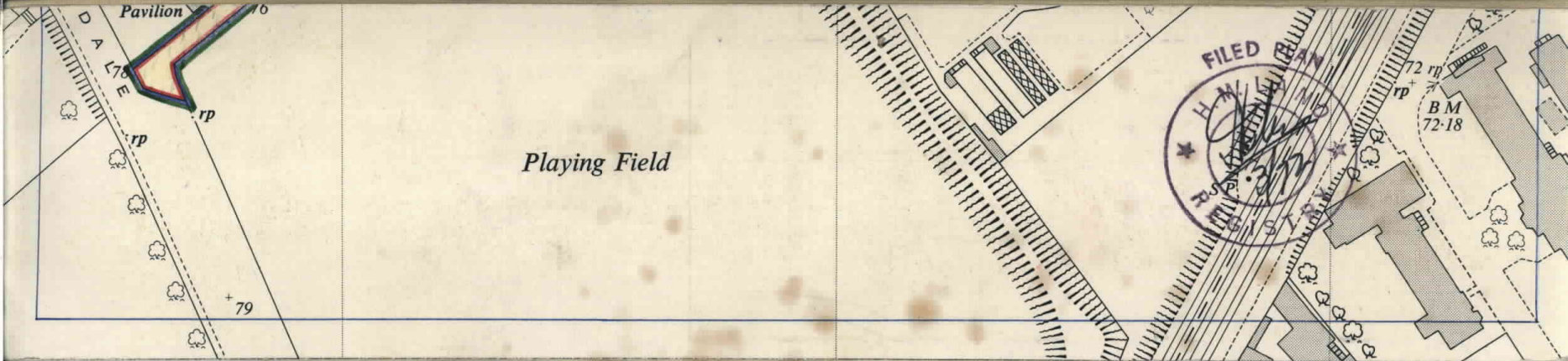
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