

Title Number : TGL143293

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This extract shows information current on 20 AUG 2015 at 14:47:34 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	: TGL143293
Address of Property	: The More London Estate, Tooley Street, London
Price Stated	: £1,100,000
Registered Owner(s)	: MLFH LIMITED (Co. Regn. No. 8751231) of Shackleton House, 4 Battle Bridge Lane, London SE1 2HX.
Lender(s)	: None

## Title number TGL143293

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 20 AUG 2015 at 14:47:34. 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 The More London Estate, Tooley Street, London.
- 2 That part of the Tower Subway lying beneath the land hatched blue on the filed plan is excluded from the registration.
- 3 The boundary of the land where it abuts on the River Thames is the high water mark of medium tides from time to time.
- 4 A Transfer of the land edged and numbered 14 in yellow on the filed plan dated 8 May 1981 made between (1) Greater London Council and (2) Associated Properties Limited contains the following provision:-

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

- 5 The land has the benefit of the following rights reserved by a Transfer of the land edged mauve on the filed plan dated 1 October 1985 made between (1) St. Martins Property Investments Limited (Transferor) and (2) The Mayor and Burgesses of the London Borough of Southwark (Council):-

"EXCEPT AND RESERVING for the benefit of the Transferor and its adjoining or neighbouring properties such rights and easements whether in respect of services or otherwise as the Transferor may require for the benefit of such properties including but without prejudice to the generality of the foregoing rights for the Transferor and all persons claiming through or under it at any time or times hereafter (a) to rebuild or alter any of their adjoining or neighbouring properties to build upon or otherwise use any adjoining or neighbouring land or buildings notwithstanding any interference thereby occasioned to the access of light or air or to the enjoyment of the land hereby transferred and conveyed (b) to enter the land hereby transferred and conveyed for the purpose of making constructing and laying a footpath in a position approved by the Council such approval not to be unreasonably withheld or delayed."

NOTE: The rights reserved by the above Transfer are appurtenant only to the "Potters Field Park Strip" as defined in the Transfer dated 23 January 1998 referred to in the Charges Register.

- 6 The land tinted pink on the filed plan has the benefit of the following rights granted by a Transfer thereof dated 2 August 1993 made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) St. Martins Property Investments Limited:-

"Together With the rights described in the Schedule hereto

THE SCHEDULE before referred to

Rights Granted

In favour of the Transferee

## A: Property Register continued

(1) The full free and uninterrupted passage and running of air water soil gas steam electricity telephone radio television telegraphic and other services and supplies of whatsoever nature ("the Utilities") to and from the Property and for the benefit of the respective owners lessees or occupiers for the time being thereof through all sewers drains pipes gulleys gutters ducts wires flues cables watercourses channels subways and other conducting media of whatsoever nature ("the Conduits") which now are or may hereafter be in upon over or under the adjoining or neighbouring property of the Transferor known as Potters Fields Park

(2) The full and free right and liberty to enter (after not less than twenty-four hours prior notice except in emergency) upon the said adjoining or neighbouring property at all reasonable times for the purpose of connecting laying inspecting repairing cleansing maintaining amending altering replacing relaying or renewing any Conduits and to erect construct or lay in under over or across the said property any Conduits poles structures fixtures or other works for the supply of Utilities to the Property the person or persons exercising such right causing as little inconvenience as possible and making good in a reasonable manner all damage to the said property thereby occasioned

(3) The full right and liberty to build rebuild or execute alterations repairs and other works upon or to the Property in such manner as the Transferees may think fit notwithstanding that the access or enjoyment of light or air to or in respect of the said adjoining neighbouring property may thereby be interfered with

(4) The full and free right and liberty to enter (after not less than twenty-four hours prior notice) upon the said adjoining or neighbouring property at all reasonable times for any of the following purposes:-

(a) to build on or onto any boundary or party walls and to place and lay in under and upon the same such footings for any intended party wall or party structure with the foundations therefor as the Transferee shall think proper and for such purpose to excavate the said adjoining property along the line of the junction between the Property and the adjoining property

(b) (in connection with the exercise of any of the rights granted in this Schedule) to erect and use scaffolding upon the said adjoining property

(c) to execute repairs decorations or alterations or other work or to make installations to or upon the Property or the said adjoining property or any services belonging to or used in connection with the same

PROVIDED THAT the person or persons exercising such right or rights shall make good in a reasonable manner all damage thereby occasioned

(5) The full and free right of support shelter and protection and all other easements and rights now or hereafter belonging to or enjoyed by the Property

(6) All rights of light air and all other easements and rights now or hereafter belonging to or enjoyed by the Property from or over any adjoining property

(7) The right for the Transferee and its tenants licensees and all others authorised by the Transferee (in common with the Transferor and all other authorised by the Transferor or have a like right) at all times and for all purposes to pass and repass (but not with motor vehicles) over and along the roads and footpaths now or hereafter forming part of the Transferor's Potters Fields Park

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that (as appropriate) all the foregoing provisions of this Schedule as regards anything not in being at the date hereof shall vest within eighty years of the date hereof being the perpetuity period applicable hereto."

NOTE: The rights granted by the above Transfer are appurtenant only to

## A: Property Register continued

the "Potters Field Park Strip" as defined in the Transfer dated 23 January 1998 referred to in the Charges Register.

- 7 The land tinted yellow on the filed plan has the benefit of the rights granted by a Transfer thereof dated 2 August 1993 made between the same parties and which are expressed in identical terms to those contained in the Transfer dated 2 August 1993 referred to above.

NOTE: The rights granted by the above Transfer are appurtenant only to the "Potters Field Park Strip" as defined in the Transfer dated 23 January 1998 referred to in the Charges Register.

- 8 The land has the benefit of the following rights granted by a Transfer of the land edged and numbered 15 in yellow on the filed plan dated 4 October 1993 made between (1) The Mayor and Burgesses of the London Borough of Southwark (Transferor) and (2) St. Martins Property Investments Limited (Transferee) :-

"Together With the rights described in the Schedule hereto

THE SCHEDULE before referred to

Rights Granted

In favour of the Transferee

(1) The full free and uninterrupted passage and running of air water soil gas steam electricity telephone radio television telegraphic and other services and supplied of whatsoever nature ("the Utilities") to and from the Property and for the benefit of the respective owners lessees or occupiers for the time being thereof through all sewers drains pipes gulleys gutters ducts wires flues cables watercourses channels subways and other conducting media of whatsoever nature ("the Conduits") which now are or may hereafter be in upon over or under the adjoining or neighbouring property of the Transferor known as Potters Fields Park

(2) The full and free right and liberty to enter (after not less than twenty-four hours prior notice except in emergency) upon the said adjoining or neighbouring property at all reasonable times for the purpose of connecting laying inspecting repairing cleansing maintaining amending altering replacing relaying or renewing any Conduits and to erect construct or lay in under over or across the said Property any Conduits poles structures fixtures or other works for the supply of Utilities to the Property the person or persons exercising such right causing as little inconvenience as possible and making good in a reasonable manner all damage to the said property thereby occasioned

(3) The full right and liberty to build rebuild or execute alterations repairs and other works upon or to the Property in such manner as the Transferees may think fit notwithstanding that the access or enjoyment of light or air to or in respect of the said adjoining neighbouring property may thereby be interfered with

(4) The full and free right and liberty to enter (after not less than twenty-four hours prior notice) upon the said adjoining or neighbouring property at all reasonable times for any of the following purposes:-

(a) to build on or onto any boundary or party walls and to place and lay in under and upon the same such footings for any intended party wall or party structure with the foundations therefor as the Transferee shall think proper and for such purpose to excavate the said adjoining property along the line of the junction between the Property and the adjoining property

(b) (in connection with the exercise of any of the rights granted in this Schedule) to erect and use scaffolding upon the said adjoining property

(c) to execute repairs decorations or alterations or other work or to make installations to or upon the Property or the said adjoining property or any services belonging to or used in connection with the same

## A: Property Register continued

PROVIDED THAT the person or persons exercising such right or rights shall make good in a reasonable manner all damage thereby occasioned

(5) The full and free right of support shelter and protection and all other easements and rights now or hereafter belonging to or enjoyed by the Property

(6) All rights of light air and all other easements and rights now or hereafter belonging to or enjoyed by the Property from or over any adjoining property

(7) The rights for the Transferee and its tenants licensees and all others authorised by the Transferee (in common with the Transferor and all other authorised by the Transferor or have a like right) at all times and for all purposes to pass and repass (but not with motor vehicles) over and along the roads and footpaths now or hereafter forming part of the Transferor's Potters Fields Park.

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that (as appropriate) all the foregoing provisions of this Schedule as regards anything not in being at the date hereof shall vest within eighty years of the date hereof being the perpetuity period applicable hereto."

NOTE: The rights granted by the above Transfer are appurtenant only to the "Potters Field Park Strip" as defined in the Transfer dated 23 January 1998 referred to in the Charges Register.

- 9 The land has the benefit of the rights reserved by a Transfer of the land tinted blue on the filed plan dated 2 August 1994 made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) St. Martins Property Investments Limited which rights are identical with those contained in the Transfer dated 1 October 1985 referred to above.

NOTE: The rights granted by the above Transfer are appurtenant only to the "Potters Field Park Strip" as defined in the Transfer dated 23 January 1998 referred to in the Charges Register.

- 10 The Transfer dated 2 August 1994 referred to above contains the following provision:-

"The Parties hereby agree and declare that with effect from the date hereof the true position of the boundary between the land owned by the First Party and the Second Party is as edged red on the attached Detail Survey and Drawings prepared by Sterling Surveys Limited being numbered 5, 12 and 19 of 21 between points A, B, C, D and E marked thereon."

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

- 11 (12.02.1998) The land has the benefit of the following rights granted by the Transfer dated 23 January 1998 referred to in the Charges Register:-

"Together with the Rights Granted.

### SCHEDULE 3

("Rights Granted")

1. The right for the Transferee and all persons authorised by the Transferee (in common with others and those authorised from time to time by the Transferor) to pass and repass at all times:-

1.1 (a) with or without vehicles of every description for the purpose of obtaining access to and egress from the Phase III Site and each and every part thereof and (b) with emergency services vehicles only for the purpose of obtaining egress from the Phase II Site if such egress is a requirement of the emergency services authorities and (c) with servicing vehicles only for the purpose of obtaining egress from the riverside building to be constructed in the north west corner of the Phase II Site in each case over and along English Grounds Provided that (i) this right does not include a right to create or use a

## A: Property Register continued

vehicular means of access to and from English Grounds from and to the Phase III Site or any part thereof and (ii) any car parking spaces now situated on English Grounds or laid out in the future (provided that in either case they do not interrupt or materially interfere with the right hereby granted) may be retained until such time as the parties agree otherwise or (if sooner) the Transferee requires the full use of the rights hereby granted over English Grounds following the opening of the Phase III Site to the public or the exercise of the right described in paragraph 8 of Schedule 3 whichever is earlier

1.2 1.2.1 on foot only for the purpose of obtaining access to and egress from the Electricity Cupboard over and along the Electricity Cupboard Access but only until such time as the Electricity Cupboard is removed

1.2.2 on foot only for the purpose of obtaining access to and egress from the riverside walk fronting the Phase II Site and the Retained Land and Morgans Lane over and along the Morgans Lane Pedestrian Access PROVIDED THAT the Transferor may on giving 7 days written notice to the Transferee (except in case of emergency) close the Electricity Cupboard Access and/or the Morgans Lane Pedestrian Access or any part or parts thereof for so long as may be reasonably necessary to effect works of maintenance repair building or refurbishment to the Electricity Cupboard Access and/or the Morgans Lane Pedestrian Access or any part or parts thereof or any buildings, structures, services or routes or parts thereof adjoining or near to the same PROVIDED THAT the Transferor shall provide a reasonable alternative route during any period of closure.

1.3 on foot only for the purpose of obtaining access to and egress from the Phase II Site and the Phase III Site over and along the English Grounds Footpath

2. The following rights for the Transferee (which for the avoidance of doubt do not include any rights over any part of the Retained Land which is demised pursuant to the Crown Court Lease unless and only to the extent that the tenant for the time being under the Crown Court Lease grants like rights):-

2.1 The right to construct and thereafter retain the foundations of a building or buildings constructed from time to time adjacent to the western boundary of the Phase II Site (the "Relevant Buildings") under the Retained Land in accordance with drawings and specifications previously approved in writing by the Transferor such approval not to be unreasonably withheld or delayed.

2.2 The right to hang lamps over the Retained Land on the western elevation of the Relevant Buildings provided that planning permission has been obtained for the same and the same have been installed in accordance with that planning permission.

2.3 The right to enter (but not with vehicles) upon a strip of land not more than 2 metres in width on the eastern boundary of the Retained Land where it adjoins the western boundary of the Phase II Site for the purpose of constructing and subsequently maintaining the relevant Buildings.

In each case such rights being subject to and conditional upon:

2.4 The person exercising the rights causing as little inconvenience and damage to the Retained Land as possible and forthwith making good any damage to the same thereby occasioned to the Transferor's or its successors in title's reasonable satisfaction.

2.5 Compliance at all times with the covenants set out in paragraphs 17, 19 and 20 of Schedule 6.

3. The right to connect into and thereafter to the free and uninterrupted passage of and running of water surface water soil electricity gas and telecommunications to and from the Phase III Site in and through such Conducting Media (if any) as are at the date hereof in English Grounds (but only insofar as the Transferor has the power to grant such rights) together with the right at all reasonable times upon

## A: Property Register continued

reasonable notice (and at all times with or without notice in case of emergency) for the Transferee and all persons authorised by the Transferee with or without materials or apparatus to enter upon English Grounds for the purpose of inspecting cleansing maintaining replacing installing repairing or renewing the said Conducting Media subject to and conditional upon:-

3.1 the person exercising such right causing as little inconvenience and damage to English Grounds and any other part of the Retained Land as possible and forthwith making good any damage to the same thereby occasioned to the Transferor's or its successors in title's reasonable satisfaction;

3.2 the Transferee having investigated the possibility of securing the supply of any such services by a different route but being unable to do so without incurring excessive expense;

3.3 compliance at all times with the covenants set out in paragraphs 4,5,6 and 7 of Schedule 6.

.....  
..

6. The right of support for the Property as currently enjoyed from the Retained Land.

7. The benefit of any easement liberty privilege right or advantage over the Potters Field Park Strip including (but without limitation):-

7.1 any right of way, water, electricity, gas, telecommunications, drainage, light, air or other right over the Potters Field Park Strip; and

7.2 the rights described in Entries Nos. 6, 7, 8, 9 and 12 in the Property Register of Title No. SGL491641 insofar as the same relate to the Potters Field Park Strip.

8 8.1 The "1995 Phase III Permission" referred to in paragraph 8.2 is a planning permission granted by London Docklands Development Corporation dated 31 March 1995 (reference: S/94/515).

8.2 The right from time to time in connection with the development or redevelopment of the Phase III Site (but only if the local planning authority requires the same) to enter onto the relevant part of the Retained Land to lay it out in accordance with the details which accord with drawing no. AO/2764/P104/REVB dated 9 February 1995 prepared by Rolfe Judd and which have been submitted to and approved by the local planning authority pursuant to Condition 3 attached to the 1995 Phase III Permission (or any modification or variation thereof or any fresh planning permission obtained for the development or redevelopment of Phase III) including but only if the local planning authority requires the same the right to lay out the three coach setting down and picking up spaces in the location shown on the drawing referred to in Clause 5.12 of the Agreement dated 31 March 1995 made between London Docklands Development Corporation (1) and the Transferor (2) in compliance with the obligation set out in the said Clause 5.12 or in compliance with any like obligation in any Agreement made pursuant to Section 106 Town and Country Planning Act 1990 relating to a fresh planning permission obtained for the development or redevelopment of the Phase III Site (if the local planning authority require the same) and thereafter to retain the said spaces for setting down and picking up coach passengers in compliance with the said obligation subject to and conditional upon:-

8.2.1 The person exercising such right causing as little inconvenience and damage to the Retained Land as possible and forthwith making good any damage to the same thereby occasioned to the Transferor's or its successors in title's reasonable satisfaction.

8.2.2 Compliance at all times with the covenants set out in paragraphs 2, 3, 21 and 22 of Schedule 6.

The said Transfer is also expressed to grant the following rights.

## A: Property Register continued

4. The right to erect build rebuild and/or alter as it may think fit at any time and from time to time any buildings or structures on the Property or any part thereof notwithstanding that the access of light or air to the Retained Land or any part thereof may thereby be obstructed or affected SAVE THAT in respect of any part of the Phase I Site in which the Transferor has a leasehold interest this right shall not apply unless and only to the extent that the freeholder grants a like right or unless subsequently the Transferor acquires the freehold interest thereto in which case this right shall apply thereupon to both the leasehold and freehold interests.

5. The right to oversail a tower crane or cranes solely in connection with the development or redevelopment of the Property or any part thereof in accordance with drawings and details previously approved in writing by the Transferor relating to the siting and height of the crane or cranes, the jib sweep and the loads to be carried such approval not to be unreasonably withheld or delayed such right being subject to and conditional upon:-

5.1 The person exercising the right causing as little inconvenience and damage to the Retained Land as possible and forthwith making good any damage to the same thereby occasioned to the Transferor's or its successors in title's reasonable satisfaction

5.2 Compliance at all times with the covenants set out in paragraphs 18 19 and 20 of Schedule 6.

12 (12.02.1998) The Transfer dated 23 January 1998 referred to above contains the following provision:-

### NO IMPLIED GRANT OR TRANSFER

10.1 The parties hereto hereby agree and declare that save as expressly granted herein this Transfer does not grant transfer assign or include the benefit of any easement liberty privilege right or advantage including (but without limitation) any right of way, water, electricity, gas, telecommunications, drainage, light, air or other right over the Retained Land and this Transfer shall not be construed or operate as implying the grant transfer assignment or inclusion of any such rights.

10.2 The benefit of any restrictive covenants annexed or otherwise attached to the Property or any part thereof (save any set out in any of the Leases) immediately prior to the completion of this Transfer is not granted transferred assigned or included in this Transfer save only to the extent that such restrictive covenant is enforceable in respect of the use of the Potters Fields Park Protected Zone as a public park (but for the avoidance of doubt not in respect of any other part of Potters Field Park) and this Transfer shall not be construed or operate as implying the same to the intent that neither the Transferee nor any other person with an interest in the Property from time to time shall be entitled to enforce any such restrictive covenants save only in respect of the use of the Potters Fields Park Protected Zone as a public park (but for the avoidance or doubt not in respect of any other part of Potters Field Park)

13 (13.09.2000) By the Deed dated 7 August 2000 referred to in the Charges Register the rights granted by the Transfer dated 23 January 1998 referred to above were varied as therein mentioned and the land has the benefit of the rights granted by the said Deed.

14 (10.01.2002) By the Deed dated 21 December 2001 referred to in the Charges Register the rights granted by the Transfer dated 23 January 1998 referred to above were varied as therein mentioned and the land has the benefit of the rights granted by the said Deed.

15 (03.11.2000) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 7 August 2000 referred to in the Charges Register.

16 (01.03.2012) A new title plan based on the latest revision of the Ordnance Survey Map and showing an amended extent has been prepared.



## 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 (07.02.2014) PROPRIETOR: MLFH LIMITED (Co. Regn. No. 8751231) of Shackleton House, 4 Battle Bridge Lane, London SE1 2HX.
- 2 (12.02.1998) RESTRICTION:-Except under an Order of the Registrar no disposition which for the purposes of this restriction does not include any mortgage or charge of the whole or any part of the land comprised in the above title is to be registered unless there is furnished to the Registrar a certificate or certificates that the provisions of Clause 7 of a Transfer dated 23 January 1998 made between St. Martins Property Investments Limited (1) Sprucedale Holding Limited (2) and Tower Plaza Limited (3) have been complied with such certificate or certificates to be provided by the Solicitors acting for the covenantor in each Deed of Covenant to which the said Clause 7 refers.

NOTE: By an order dated 23.08.2005 made under section 41(2) of the Land Registration Act 2002 the restriction set out above was disapplied in relation to any application to register a Lease dated 31.03.2004 to National Westminster Bank PLC provided the application to register the Lease is made prior to or within 3 months of the date of the order and that the application is in due course completed by registration.

- 3 (14.01.2010) RESTRICTION: No disposition or assent of the registered estate other than a charge by the proprietor of the registered estate is to be completed by registration without a certificate signed by the solicitor for the registered proprietor of the registered estate that the provisions of clause 8.1 of the Agreement dated 4 January 2010 made between (1) London Bridge Holdings Limited, (2) LBH Land Holdings Limited, (3) PricewaterhouseCoopers Services and (4) PricewaterhouseCoopers LLP have been complied with.
- 4 (08.02.2011) RESTRICTION: No disposition or assent of the registered estate other than a charge by the proprietor of the registered estate is to be completed by registration without a certificate signed by the solicitor for the registered proprietor of the registered estate that the provisions of clause 6.1 of an Agreement dated 24 December 2010 made between (1) London Bridge Holdings Limited, (2) LBH Land Holdings Limited, (3) PricewaterhouseCoopers Services and (4) PricewaterhouseCoopers LLP have been complied with.
- 5 (08.02.2011) RESTRICTION: No disposition or assent of the registered estate other than a charge by the proprietor of the registered estate is to be completed by registration without a certificate signed by the solicitor for the registered proprietor of the registered estate that the provisions of clause 5.1 of the Agreement dated 14 January 2011 made between (1) London Bridge Holdings Limited, (2) LBH Land Holdings Limited, (3) PricewaterhouseCoopers Services and (4) PricewaterhouseCoopers LLP have been complied with.
- 6 (07.02.2014) The price stated to have been paid on 14 January 2014 was £1,100,000.
- 7 (07.02.2014) A Transfer dated 14 January 2014 made between (1) London Bridge Holdings Limited and (2) St. Martins Property Investments Limited contains purchaser's personal covenants.

NOTE: Copy filed.

## C: Charges Register

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

- 1 A Conveyance of the land edged and numbered 16 in yellow dated 14 February 1902 made between (1) Emilia Ann Jackson (2) James Graves (3) London Cold Storage Limited (4) The London (Riverside) Cold Storage

## C: Charges Register continued

Company Limited (The Riverside Company) and (5) The Most Noble James Duke of Abercorn K G and The Right Honourable Algernon Hawkins Thomond Earl of Kintore contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 2 A Conveyance of the land edged and numbered 17 in yellow on the filed plan dated 14 February 1902 made between (1) Belitho Williams Foster Coode Grylls & Co Limited (2) James Graves (3) London Cold Storage Limited (4) The London (Riverside) Cold Storage Company Limited and (5) The Most Noble James Duke of Abercorn K G and The Right Honourable Algernon Hawkins Thomond Earl of Kintore contains covenants identical with those contained in the Conveyance dated 14 February 1902 referred to above.

- 3 A Transfer of the land edged and numbered 16 and 17 in yellow on the filed plan dated 10 December 1912 made between (1) Lucy Gwen Hickman and others and (2) William Vestey and Edmund Hoyle Vestey contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 4 A Conveyance of the land edged and numbered 18 and 19 in yellow on the filed plan dated 31 March 1916 made between (1) Agnes Miller Tolhurst and others (Vendors) and (2) Barnes and Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 5 An Agreement dated 3 May 1916 affecting the land edged and numbered 20 in yellow on the filed plan made between (1) Sir Eustace James Clarke-Jervoise and (2) Sir William Vestey and Edmund Hoyle Vestey.

NOTE: No copy of the said Agreement is filed at the Registry.

- 6 An Order affecting the land edged and numbered 20 in yellow on the filed plan dated 6 May 1932.

NOTE: Copy filed under LN87517.

- 7 The land edged and numbered 21 in yellow on the filed plan is subject to the provisions contained in a Licence dated 7 November 1935 between (1) The Port of London Authority and (2) The Proprietors of Hays Wharf Limited.

NOTE: Copy filed under 305841.

- 8 A Conveyance affecting the land edged and numbered 22 in yellow on the filed plan dated 14 June 1961 made between (1) The Right Reverend Cyril Conrad Cowderoy and other (Vendors) (2) The Mayor Aldermen and Councillors of the Metroopolitan Borough of Bermondsey (Council) and (3) The Proprietors of Hays Wharf Limited (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 23 in yellow on the filed plan dated 21 May 1964 made between (1) The London County Council and (2) The Proprietors of Hays Wharf Limited contains a covenant by the Purchaser to dedicate a part of the land in this title.

NOTE: Original filed under 218066.

- 10 A Transfer of the land edged and numbered 24 in yellow on the filed plan dated 20 May 1969 made between (1) Watney Combe Reid and Co Limited and (2) Thomas Frederick Fox contains restrictive covenants.

NOTE: Original filed under SGL83040.

- 11 The land is subject for 135 years from 30 March 1973 to the following rights granted by a Deed dated 8 February 1988 made between (1) St. Martins Property Investments Limited (the Lessors) and (2) Secretary of State for the Environment (the Tenant)

"TOGETHER ALSO with the right for the Tenant in common with the Lessors all persons authorised by the Lessors and all others entitled to the like rights over that part of the Lessors adjoining premises shown edged orange on the Site Plan the right to pass on foot only for the purpose of escape from the said premises in the event of fire or other

## C: Charges Register continued

emergency (but not otherwise)

NOTE: The premises edged orange referred to is shown edged and numbered 25 in yellow on the filed plan so far as it affects the land in this title.

- 12 The Deed dated 8 February 1988 referred to above contains the following covenants:-

Not to park nor permit or suffer to be parked upon that part of the Lessors' adjoining premises shown edged orange on the Site Plan any vehicles within twenty feet of the boundary with the said premises.

NOTE: The premises referred to is the land comprised in a Lease of land lying to the west dated 30 March 1973 which is registered under SGL161187.

- 13 A Transfer of the land tinted brown on the filed plan dated 29 March 1990 made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) St. Martins Property Investments Limited contains a restrictive stipulation details of which is set out in the Schedule of Restrictive Covenants hereto.

- 14 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.

NOTE: Each lease is referenced by edging and numbering in brown on the title plan unless otherwise stated in the schedule of leases.

- 15 The parts of the land affected thereby are subject to the following rights granted by the Lease of an underground subway and access shaft adjacent to Vine Lane dated 27 November 1990 referred to in the Schedule of Leases hereto.

"Together with:-

(a) the right of access to and egress from the Demised Premises from and to the public highway across the Landlord's adjoining and neighbouring land at all times of the day and night following the giving by the Tenant to the Landlord of reasonable notice (except in case of emergency) along such route as may from time to time reasonably be nominated by the Landlord or (in the absence of such nomination) as may from time to time be stipulated by the Tenant with or without no more than one light vehicle to be parked strictly in accordance with the directions of the Landlord or its Agents;

(b) the right to install under part of the Landlord's adjoining and neighbouring land in the approximate position shown by two blue lines on the Plan A annexed hereto such telecommunications cables ducts access chambers and ancillary works as the Tenant or any person authorised by the Tenant in writing shall properly require together with the right of access thereto at all times of the day and night following the giving by the Tenant to the Landlord of reasonable notice (except in case of emergency) in order to construct install maintain renew alter adjust or inspect the same subject to compliance with the covenants in this Lease."

NOTE: The two blue lines are shown as blue broken lines on the filed plan.

- 16 (12.02.1998) A Transfer of the land in this title dated 23 January 1998 made between (1) St Martins Property Investments Limited (Transferor) (2) Sprucedale Holding Limited (Transferee) and (3) Tower Plaza Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 17 (12.02.1998) The land is subject to the following rights reserved by the Transfer dated 23 January 1998 referred to above:-

"Excepting and reserving to the Transferor for the benefit of the Retained Land the Exceptions and Reservations.

SCHEDULE 4

## C: Charges Register continued

("Exceptions and Reservations")

1 The right to erect build rebuild and/or alter as it may think fit at any time and from any time any buildings or structures on the Retained Land or any part thereof notwithstanding that the access of light or air to the Property or any part thereof may thereby be obstructed or affected.

2 The right of support for the Retained Land as currently enjoyed from the Property.

3 The right for the Transferor and all persons authorised by the Transferor (in common with others and those authorised from time to time by the Transferee) with or without materials and apparatus to enter onto the part of the Phase II Site comprising the section 20 metres in length of that part of the riverside walk which fronts the Phase II Site as lies to the immediate east of the western boundary of the Phase II Site for the purpose of inspecting cleansing maintaining replacing installing repairing renewing or removing the jetty and/or moveable walkway shown for the purpose of identification only on the Plan subject to and conditional upon the Transferor and the persons exercising such right causing as little inconvenience and damage as possible and forthwith making good all damage so caused to the Transferor's or its successors in title's reasonable satisfaction.

4. The benefit of any easement liberty privilege right or advantage over any part or parts of Potters Fields Park which lie beyond the Potters Fields Park Strip including (but without limitation)

4.1 any right of way, water, electricity, gas, telecommunications, drainage, light, air or other right over the said part or parts of Potters Field Park; and

4.2 the rights described in Entries Nos. 6,7,8,9 and 12 in the Property Register of Title No. SGL491641 but without prejudice to the operation of Clause 10.2 of this Transfer.

5. The right to oversail a tower crane or cranes in connection with the development or redevelopment of the Retained Land or any part thereof in accordance with drawings and details previously approved in writing by the Transferee relating to the siting and height of the crane or cranes, the jib sweep and the loads to be carried such approval not to be unreasonably withheld or delayed subject to compliance at all times with the covenants set out in paragraphs 4 and 5 of Schedule 5."

- 18 (29.10.1998) An Agreement dated 13 October 1998 made between (1) London Bridge Holdings Limited and (2) The Mayor and Burgesses of The London Borough of Southwark relates to the development of the land in this title.

*NOTE: Copy filed.*

- 19 (03.05.2000) An Agreement dated 19 January 2000 made between (1) London Borough of Southwark (2) London Bridge Holdings Limited (3) London Bridge Development and (4) BHF-Bank AG pursuant to Section 106 of the Town and Country Planning Act 1990 contains restrictive conditions and provisions relating to the development of the land in this title.

- 20 (13.09.2000) A Deed dated 7 August 2000 made between (1) St. Martins Property Investments Limited, (2) London Bridge Holdings Limited (incorporated in the Bahamas) and (3) London Bridge Holdings Limited (incorporated in Cyprus) contains covenants.

By the said Deed the covenants contained in the Transfer dated 23 January 1998 referred to above were expressed to be varied.

*NOTE: Original filed.*

- 21 (10.01.2002) A Deed dated 21 December 2001 made between (1) St. Martins Property Investments Limited, (2) London Bridge Holdings Limited and (3) London Bridge Holdings Limited contains covenants.

By the said Deed the covenants contained in the Transfer dated 23

## C: Charges Register continued

January 1998 referred to above were expressed to be varied.

*NOTE: Original filed.*

- 22 (27.02.2002) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the title plan are subject to rights of entry for repair and maintenance.
- 23 (27.02.2002) The parts of the land which adjoin the parts edged and numbered in green on the title plan are subject to rights of support.
- 24 (27.02.2002) The access area around the Aston Webb building is subject to rights of way.
- 25 (27.02.2002) The parts of the land which adjoin the Aston Webb building are subject to rights to place and retain a bicycle rack and refuse bins and rights of access thereto.
- 26 (12.03.2002) The land is subject to the following rights granted by a Deed dated 22 February 2002 made between (1) London Bridge Holdings Limited (the Grantor) (2) Transco PLC (Transco) and (3) Lattice Energy Services Limited (the Covenantor):-

"The Grantor with full title guarantee (and to the intent that the rights hereinafter granted shall as appropriate be for the benefit of and appurtenant to Transco's gas transportation network) hereby grants unto:

1.1 the Covenantor THE FULL RIGHTS to lay erect construct and use the gas pipe and ancillary apparatus (if any) or any part thereof all as delineated on plan 1 (hereinafter referred to as "the works") within the area shaded brown on plan 2 ("the Service Duct Access Area") in the approximate position indicated by a pink line on plan 1 AND ALSO full right and liberty for the Covenantor and all persons authorised by it from time to time and at all reasonable times but subject to such reasonable security and safety site management regulations as may be specified by the Grantor in the operational manuals for the Development when such have been prepared together with such site requirements as are specified in the health and safety plan prepared by the principal contractor in relation to the Development during the said laying erection construction and use to enter upon the Service Duct Access Area and the areas shaded yellow on plans 2 and 3 on foot only and the area shaded brown on plan 3 ("the Service Road Access Area") on foot or with light vehicles only for all or any of the proposed aforesaid TO HOLD the same unto the Covenantor in fee simple

1.2 Transco in fee simple THE EASEMENTS AND RIGHTS to connect use (including use for transmission of gas) maintain clean repair renew inspect remove and replace the Works in through upon and over the Service Duct Access Area AND ALSO full right and liberty for Transco and all persons authorised by it from time to time and at all reasonable times hereafter but subject to such reasonable security safety and other regulation as may be specified by the grantor from time to time to enter upon the Service Duct Access Area and the areas shaded yellow on plans 2 and 3 on foot only and the Service Road Access Area on foot or with light vehicles only for all or any of the purposes aforesaid PROVIDED that such easements and rights shall not become operative and enforceable against the Grantor until such time as the Works have been completed by the Covenantor and with Transco's agreement the ownership thereof has been transferred to Transco PROVIDED FURTHER that if the Works have not been completed and with Transco's agreement transferred to Transco within five years of the date of this Deed of Grant then the easements rights hereby granted to Transco and the covenants both by and for the benefit of Transco shall cease and be of no effect as if the same had never been granted or given TO HOLD the same unto Transco in fee simple

PROVIDED ALWAYS that if at any time the Grantor shall require to vary the rights hereby granted or any of them for the purposes of redevelopment of the Development or any part of it then (subject to the agreement of Transco to the safety and operational security of any new routes for the gas pipe) it shall be lawful for the Grantor to serve six months notice requiring a variation of this Deed of Grant any such notice to be in writing addressed to Transco (and if the gas pipe and

## C: Charges Register continued

ancillary apparatus has not been transferred to Transco to the Covenantor) expiring at any time and upon such expiry Transco (and/or the Covenantor as the case may be) shall enter into a Deed of Variation with the Grantor as set out in Clause 1.3.2

1.3 If the Grantor shall give notice in writing to Transco (and/or the Covenantor as the case may be) under the terms of Clause 1 the Grantor will:-

1.3.1 pay to Transco (and/or the Covenantor as the case may be) on demand the reasonable and proper costs of Transco and/or the Covenantor of diverting replacing and strengthening ducting or otherwise protecting the gas pipes ducts and other apparatus on the Development in order to accommodate the variation to the rights hereby granted which has been required by the grantor

1.3.2 enter into a Deed of Variation with Transco (and/or the Covenantor as the case may be) varying the rights hereby granted to reflect locations for the gas pipes ducts and other apparatus diverted in accordance with Clause 1.3.1

1.3.3 pay to Transco (and/or the Covenantor as the case may be) on demand all reasonable and proper surveyor's fees and expenses and legal fees and expenses properly incurred by Transco and/or the Covenantor in connection with the Deed of Variation

TRANSCO HEREBY COVENANTS with the Grantor that Transco will:-

2.1 Pay all rates and taxes which may be imposed in respect of the easements and rights hereby granted to Transco;

2.2 Exercise the said easements and rights hereby granted in such manner as to do as little damage as possible to the Development;

2.3 Make good to the reasonable satisfaction of the Grantor any damage to the Development all buildings erections and all other property of the Grantor or any other person properly authorised by the Grantor thereon caused by the exercise by Transco of the said easements and rights. Transco may at its option in lieu of making good any such damage compensate the Grantor therefore;

2.4 Keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the act or default of Transco or its servant or agent in connection with the exercise of the said easements and rights and Transco's covenants in this Clause 2

2.5 Other than in relation to that part of the Works comprising the initial section of the Works outside of the Service duct consisting of a pipe of approximately 30 metres length and constructed in plastic ("the Initial Section") exercise its statutory powers under the Gas Act 1986 and the Gas Act 1995 (as amended by the Utilities Act 2000) and any associated regulations only as reasonably required for the proper discharging of its functions as a statutory undertaker holding an easement as set out in this Deed and Transco shall not exercise any such statutory powers for the purposes of procuring without the Grantor's consent any further legal interest in or over the Development (excluding the Initial Section) or for the purpose of overriding any of the provisions of this Deed of Grant in respect of the Development excluding the Initial Section

PROVIDED THAT these covenants apart from that in Clause 2.5 shall not be operative or enforceable against Transco until such time as the Covenantor shall have completed the Works and with Transco's agreement transferred ownership thereof to Transco

3. THE COVENANTOR HEREBY COVENANTS with the Grantor and Transco as follows:

THE GRANTOR AND TRANSCO

3.1 To pay all rates and taxes which may be imposed in respect of the easements and rights hereby granted to the Covenantor

## C: Charges Register continued

### THE GRANTOR

3.2 To make good to the reasonable satisfaction of the Grantor any damage to the Development of the buildings erection and all other property of the Grantor or any other person thereon caused by the exercise of the easements and rights hereby granted to the Covenantor

3.3 To exercise the said easements and rights in such manner as to do as little damage as reasonably possible to the Development

3.4 To keep the Grantor indemnified against all actions claims expenses and demands arising by reason of the act or default of the Covenantor or its servant or agent in connection with the exercise of the said easements and rights and the Covenantor's covenants in this Clause 3 for a period of five years from the date of this Grant

### TRANSCO

3.5 To keep Transco indemnified for a period of five years from the date of transfer of the Works to Transco against all actions claims costs expenses and demands (including without prejudice to the generality of the foregoing legal surveyor's and other agents fees reasonably incurred in dealing with such claims and demands) and whether arising before or after the said date of transfer by reason of the act or default of the Covenantor or its servants agents or contractor or its servants agents or contractors in connection with the exercise of the easements and rights granted by the Grantor pursuant to Clause 1 above and the Covenantor's covenants and indemnities in this clause 3

PROVIDED that Transco shall not settle or comprise any such action claim cost expense and demand without the prior consent of the Covenantor (such consent not to be unreasonably refused or withheld) PROVIDED FURTHER that the Covenantor will (in addition to the aforesaid indemnity and if so requested by Transco) undertake the conduct of such claim or demand and dispose thereof on reasonable terms with all reasonable expedition and due diligence and if Transco so requires in such manner as Transco may at its option reasonably determine PROVIDED FURTHER that the Covenantor will at its own cost and expense provide Transco with all such information evidence plans and drawings relating to its carrying out the works as Transco shall reasonably require to enable Transco to deal with or dispose of such action claim or demand"

*NOTE: Original plan filed.*

- 27 (02.12.2003) UNILATERAL NOTICE in respect of a Agreement for lease of Plot 9, More London Riverside, dated 4 April 2003.

*NOTE: Copy Location plan filed.*

- 28 (02.12.2003) BENEFICIARY: Unicorn Children's Centre of St Mark's Studios, Chillingworth Road, London N7 8QJ.

- 29 (06.05.2004) The land is subject to the easements granted by a Lease dated 23 March 2004 of ATM Unit E2, 6 More London Riverside, London for a term of 5 years from 23 March 2004.

*NOTE: Copy filed.*

- 30 (17.05.2004) By a Deed dated 14 April 2004 made between (1) London Bridge Holdings Limited, (2) London Bridge Management Company Limited and (3) Visit London Limited the terms of the Lease dated 28 November 2003 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed.*

- 31 (15.06.2004) The parts of the land affected thereby are subject to the following rights granted by a Leases of parts the land edged and numbered 2, 3, 5, 6, 8, and 9 on the title plan dated 26 May 2004 referred to in the schedule of leases hereto:-

"TOGETHER WITH:-

## C: Charges Register continued

the right of support and protection enjoyed at the date hereof over and against the landlord's building;

the right for the Tenant and its contractors or agents and their respective servants and workmen and persons authorised by them to use install lay inspect maintain relay examine alter test renew repair replace supplement and remove through or under that part of the Landlord's Building delineated on the Plan and thereon shown coloured yellow such electric lines ducts and other apparatus as may in the opinion of the Tenant from time to time be requisite for connecting the equipment within the Demised Premises to the Tenant's distributing mains in the adjacent public streets or elsewhere but so that the Tenant in exercising such rights shall cause as little damage and disturbance as is reasonably practicable and make good all damage to the Demised Premises and the Landlord's Building to the reasonable satisfaction of the Landlord and shall rebuild any damage caused as is reasonably practicable to its former condition.

the right for the Tenant and its contractors or agents and their respective servants and workmen and persons authorised by them to enter the Landlord's Building from a public highway over the route shown coloured brown on the Plan and do thereon such acts and things as may be necessary for the purpose of using installing laying inspecting maintaining relaying repairing examining altering testing renewing repairing replacing supplementing or removing any such plan electric lines or other apparatus as aforesaid."

¬Copy Lease Plans Filed.

- 32 (15.06.2004) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 3 in brown on the title plan dated 26 May 2004 referred to in the schedule of leases hereto:-

"TOGETHER WITH:

the right to take in and expel air from and over the land adjoining the ventilators indicated on the Plan by the colour blue;

the right of support and protection enjoyed at the date hereof over and against the Landlord's Building;

subject to clause 1(f) the right for the Tenant and its contractors or agents and their respective servants and workmen and persons authorised by them to use install lay inspect maintain relay examine alter test renew repair replace supplement and remove through or under that part of the Landlord's Building delineated on the Plan and thereon shown coloured yellow (the Land) such electric lines ducts and other apparatus as may in the reasonable opinion of the Tenant from time to time be requisite for connecting the transforming and other plant and apparatus within the substation to the Tenant's distributing mains in nearby public streets or elsewhere but so the Tenant in exercising such rights shall cause as little damage and disturbance as is reasonable practicable and make good all damage to the Land to the reasonable satisfaction of the Landlord and shall restore any damage caused as far as reasonably to its former condition;

Subject to clause 1(f) the right for the Tenant and its contractors or agents and their respective servants and workmen and persons authorised by them to enter the Landlord's Building from a public highway over the route coloured brown on the Plan for the purpose of gaining access to the Demised Premises and do thereon such acts and things as may be necessary for the purpose of using installing laying inspecting maintaining relaying repairing examining altering testing renewing repairing replacing supplementing or removing any such plant electric lines or other apparatus as may in the reasonable opinion of the Tenant be requisite for connecting the transforming and other plant and apparatus with the substation to the Tenant's distributing mains in the nearby streets or elsewhere.

The right subject to clause 1(f) to enter (and, if necessary in case of



## C: Charges Register continued

emergency break and enter) the Landlord's Building for any of the purposes specified in Clauses 1(c) and 1(d).

The exercise of the rights granted in Clauses 1(c), (d) and (e) are subject to the provisos that:

save in the case of emergency the Tenant shall give to the Landlord not less than twenty four hours prior written notice of entry: and

the Tenant shall cause as little damage disturbance as reasonably practicable and shall make good all physical damage caused to the reasonable satisfaction of the Landlord; and

the rights of entry shall not be exercised if they could reasonably be exercised without entering the land; and

the Tenant shall comply with any reasonable regulations in the interests of health and safety notified to it in connection with the exercise of such rights."

*NOTE: Copy lease plan filed.*

- 33 (18.10.2004) UNILATERAL NOTICE in respect of an Agreement for lease of Plot 5 Hotel, 5 More London Place dated 29 November 2003 made between (1) London Bridge Holdings Limited, (2) London Bridge Management Company Limited, (3) Adda Hotels and (4) Hilton Group PLC.
- 34 (18.10.2004) BENEFICIARY: Adda Hotels of Mapel Court, Central Park, reeds Crescent, Watford, Herts WD24 4QQ.
- 35 (26.10.2004) UNILATERAL NOTICE in respect of an option Agreement of 4 More London Riverside and its surrounding area dated 18 October 2004.
- 36 (26.10.2004) BENEFICIARY: Lawrence Graham LLP of 190 Strand, London WC2R 1JN (FAO Stephen Stephens)
- 37 (10.11.2004) UNILATERAL NOTICE in respect of Contract for sale of ground level and levels 1-9, 3 More London Riverside dated 22 October 2004 made between (1) London Bridge Holdings Limited (2) London Bridge Developments Limited and (3) Kempson House Limited.
- 38 (10.11.2004) BENEFICIARY: Kempson House Limited (Co. Regn. No. 997960) of Kempson House, Camomile Street, London EC3A 7AN.
- 39 (20.01.2005) The land is subject to the rights granted by a Deed of Grant of Easement dated 12 January 2005 made between (1) London Bridge Holdings Limited and (2) Transport for London.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 40 (04.10.2005) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 18, 19 and 20 in brown on the title plan dated 29 July 2005 referred to in the schedule of leases hereto:-

### THE SECOND SCHEDULE hereinbefore mentioned

#### Rights and Easements Granted

1. The right to retain, repair, maintain and renew all Cables and Lines installed by or on behalf of the Tenant now or at any time during the Perpetuity Period within the Estate

2. The free and uninterrupted passage of the Utilities through such of the Conduits as form part of or serve the Estate and are capable of serving the Demised Premises.

3. At all reasonable times and at all necessary times (in case of emergency) (but except in cases of emergency subject to any regulations made by the Landlord pursuant to Clause 6.1 hereof and subject to Clause 6.3(a) hereof) and for all permitted purposes and in common with the Landlord and the Superior Landlord and all persons having alike

## C: Charges Register continued

right to pass and repass (a) on foot across the land edged green on Plan 2 Plan 3 and Plan 4 and (b) with or without light vehicles across the access shaded brown on Plan 5.

4. The right to take in and expel air from and over the parts of the Estate adjoining the ventilators indicated on Plan 2 edged blue.

PROVIDED THAT the Tenant or the person exercising any of the foregoing rights shall cause as little inconvenience as possible to the Landlord and the owners or occupiers of any Adjoining Property and shall cause as little damage as possible and shall make good without delay any damage caused to any Adjoining Property and to reinstate to the reasonable satisfaction of the Landlord and where the surface of any part of the Estate has been broken up the Landlord shall have the right after giving one month's written notice of its intention so to do to the Tenant to carry out reinstatement works at the Tenant's expense.

- 41 (28.10.2005) A Deed of Variation dated 5 July 2005 made between (1) St Martins Property Investments Limited and (2) London Bridge Holdings Limited is supplemental to the Transfer dated 23 January 1998 referred to above and varies clause 7 of the Transfer as therein mentioned.

*NOTE: Copy filed under SGL491641.*

- 42 (28.10.2005) The parts of the land affected thereby are subject to identical rights as granted by Leases dated 26 May 2004 of the areas edged and numbered 2, 3, 5, 6, 8, and 9 in brown.

*NOTE: Copy plan filed under TGL263451.*

- 43 (12.12.2005) A Licence affecting part of the land edged and numbered 21 in yellow on the title plan dated 9 November 2005 made between (1) London Bridge Holdings Limited and (2) Tower Bridge Health Clubs Limited relates to the occupation of the land.

*NOTE: Copy filed.*

- 44 (29.03.2006) Agreement for lease of the common parts of More London, Tooley Street dated 28 February 2006 in favour of London Bridge Management Company Limited for 999 years from 18 October 2004.

*NOTE 1: The Agreement for lease comprises also other land*

*NOTE 2: Copy filed.*

- 45 (27.12.2006) The land is subject for a term of 20 years from 20 July 2004 to the exclusive use of the seating area in the land edged and numbered 19 in brown on the title plan granted by a Lease dated 20 July 2004 to Davy's of London (Wine Merchants) Limited.

*NOTE: Lessees title registered under TGL246896.*

- 46 (18.03.2008) The land is subject to the easements granted by a Lease dated 7 March 2008 of the ATM Unit, Parkside Kiosk, More London Riverside for a term of 5 years from 7 March 2008.

*NOTE: Copy filed.*

- 47 (16.10.2000) The land edged and numbered 29 in yellow on the title plan is subject to such restrictive covenants as may have been imposed thereon before 16 October 2000 and are still subsisting and capable of being enforced.

- 48 (03.11.2000) A Transfer of the land edged and numbered 28 in yellow on the title plan dated 7 August 2000 made between (1) St. Martins Property Investments Limited and (2) London Bridge Holdings Limited contains restrictive covenants.

*NOTE: Copy Filed Under TGL181200.*

- 49 (27.06.2008) The land has the benefit of and is subject to the rights granted by a Leasehold Deed of Easement affecting the Potters Field Kiosk edged and numbered 4 in brown on the title plan dated 25 June 2008 made between (1) London Bridge Holdings Limited (2) The Mayor and Burgesses of the London Borough of Southwark and (3) Potters Fields

## C: Charges Register continued

Park Management Trust from 25 June 2008 to 21 March 2037.

*NOTE: Copy Filed.*

- 50 (29.11.2011) UNILATERAL NOTICE affecting Unit E, 7 More London Riverside in respect of a side letter.
- 51 (29.11.2011) BENEFICIARY: Costa Limited of Whitbread Court, Houghton Hall Business Park, Porz Avenue, Dunstable, Beds, LU5 5XE.
- 52 (10.07.2012) By a Deed dated 27 June 2012 made between (1) London Bridge Holdings Limited (2) London Bridge Management Company Limited and (3) LBH Land Holdings Limited the terms of the lease of 7 More London dated 3 April 2006 were varied.

*NOTE: Copy Deed filed under TGL272540.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 February 1902 referred to in the Charges Register:-

The Riverside Company with intent to bind themselves and their assigns while they or their assigns (including the said Duke and Earl and their executors administrators and assigns) shall be the Owners or Occupiers of the premises hereby granted and all future Owners of the same premises while they respectively shall be Owners or Occupiers thereof but not so as to bind or make the Riverside Company or any of their assigns liable in respect of any act or default or in respect of consequences of any act or default or in respect of consequences of any act or default after the Riverside Company or their assigns shall have ceased to be either the Owners or the Occupiers of the said premises hereby covenant with the said James Graves his heirs and assigns that the Riverside Company and their assigns and other the Owner or Owners and the Occupier or Occupiers for the time being of the said premises will not use the said premises or any part thereof for any purpose which would increase the rates from time to time quoted in the London Mercantile Tariff of the Fire Offices Committee for the Gun Shot and Griffins Wharves.

- 2 The following are details of the covenants contained in the Transfer dated 10 December 1912 referred to in the Charges Register:-

"1. Any new building erected on the north side of ship yard within 25 feet from wall on south side of ship yard not to exceed 20 feet in height.

2. Any new building erected on the north side of ship yard to be set back so as to widen Green Bank from Ship Alley to Bakers Alley to not less than 20 feet. 3. Not to use premises so as to increase Insurance Rates of Gun and Shot and Griffins Wharves.

4. Not to raise existing buildings or erect new buildings on land between Green Bank and Morgans Lane to a height exceeding 70 feet from ground level except a Chimney Shaft.

5. That outer walls be faced with best glazed white bricks up to 30 feet at top of wall or from top of wall to within 3 feet of ground."

- 3 The following are details of the covenants contained in the Conveyance dated 31 March 1916 referred to in the Charges Register:-

The Purchasers do hereby for themselves and their successors and assigns covenant with the said Agnes Milner Tolhurst Vincent Grose Herbert William Myatt and Agnes Milner Borrowman (hereinafter called the Vendors) their heirs and assigns and to the intent that the benefit of this covenant shall devolve upon the Vendors and their heirs and assigns and every of them and that the burden thereof shall so far as possible devolve upon and bind the Purchasers their successors and assigns and all future owners and tenants of the lands and premises hereby assured and every part thereof and so as to bind such lands and premises into whosoever hands the same may come as follows:-

## Schedule of restrictive covenants continued

.....  
..

The Purchasers shall not without the previous consent in writing of the Vendors their heirs or assigns erect on any part of the land hereby conveyed or any part of that portion of the Courtyard or passage known as English Grounds which is shown on the said plan and thereon edged with a green line any wall buildings or other structure the height whereof shall exceed or project above a plane inclined at an angle of forty five degrees to the horizon from the top of the party wall to be erected as aforesaid.

NOTE: The land edged green referred to is edged and numbered 26 in yellow on the filed plan.

- 4 The following are details of the covenants contained in the Conveyance dated 14 June 1961 referred to in the Charges Register:-

"TO the intent that the burden of this covenant may run with and bind the land conveyed by this Conveyance and every part thereof the Purchasers in pursuance of the said Agreement for themselves and their successors in title hereby covenant with the Council and their successors in title hereby covenant with the Council and their successors in title that they the Purchasers and their successors in title will not hereafter use the land conveyed by this Conveyance or any part there for the purposes of a hostel."

- 5 The following are details of the stipulation contained in the Transfer dated 29 March 1990 referred to in the Charges Register:-

THE Transferee HEREBY COVENANTS with the Transferor that for so long as the buildings standing on the said land at the date hereof remains in place the ground floor thereof shall not be used other than for any one or more of the uses described in Part A of the Schedule to the Town and County Planning (Use Classes) Order 1987.

- 6 The following are details of the covenants contained in the Transfer dated 23 January 1998 referred to in the Charges Register:-

### "TRANSFEREE'S COVENANTS

4.1 The Transferee hereby covenants with the Transferor that the Transferee and its successors in title will not construct or erect or permit or suffer the construction or erection of any building, structure or erection or any part thereof on any part of the Phase III Site lying to the north of the point on the western boundary of the Phase III Site which is 3 metres to the south of the north west corner of the Phase III Site (shown marked "Y" on the Plan) to the point defined by the north eastern corner of the building proposed on the eastern part of the Phase III Site as shown on drawing no. AO/2764/Pl04/REVB dated 9 February 1995 prepared by Rolfe Judd (Shown marked "Z" on the Plan) and thereafter projected to the eastern boundary of the Phase III Site with the intention that:-

4.1.1 The burden of this covenant shall run with and bind each and every part of the Phase III Site; and

4.1.2 The benefit of this covenant shall be annexed to and run with each and every part of the Retained Land

4.2 The Transferee hereby covenants with the Transferor and its successors in title to each and every part of the Retained Land that the Transferee and its successors in title will observe and perform the Other Covenants

4.3 The Transferee hereby covenants as a separate covenant with The Mayor and Burgesses of the London Borough of Southwark being the owners of Potters Fields Park that the Transferee and its successors in title will observe and perform those of the Other Covenants set out in paragraphs 10, 11 and 12 of Schedule 6.

### SCHEDULE 6

("Other Covenants")

## Schedule of restrictive covenants continued

1. Without prejudice to the rights granted to the Transferee by paragraph 8 of Schedule 3 of this Transfer to retain 3 coach setting down and picking up points in the circumstances defined therein not otherwise to park any vehicles of any description or leave goods of any description or otherwise obstruct English Grounds or the Electricity Cupboard Access or the Morgans Lane Pedestrian Access or the English Grounds Footpath or any part thereof or permit or suffer any other person to do so.

2. To pay on demand a reasonable and proper proportion calculated according to user (to be reasonably determined by the Transferor's surveyor whose determination shall be final and binding save on any question of law or in the case of any manifest error) of:-

2.1 the costs of erecting notices and cleansing lighting maintaining repairing and renewing English Grounds and the Electricity Cupboard Access and the Morgans Lane Pedestrian Access including the drains serving them and the equipment for lighting them and the said notices;

2.2 maintaining adequate public liability insurance and insurance against third party risks in respect of English Grounds, the Electricity Cupboard Access and the Morgans Lane Pedestrian Access;

2.3 any rates taxes duties assessments charges impositions and outgoings (whether Parliamentary local parochial or or any other description) that may from time to time be assessed charged levied or imposed in respect of English Grounds or the Electricity Cupboard Access or the Morgans Lane Pedestrian Access or any part thereof or the rights granted to the Transferee in respect of them;

2.4 the reasonable costs of any management or professional fees in connection with any of the above matters.

3. To observe and perform and ensure that all those authorised by the Transferee to exercise the rights set out in paragraph 1 of Schedule 3 observe and perform any reasonable regulations made by the Transferor or its successors in title in respect of the exercise of the said rights (and for the avoidance of doubt the Transferor shall be entitled to make regulations which limit the hours of use of vehicles using English Grounds between the hours of midnight and 7.00 am)

4. To pay on demand a reasonable and proper proportion calculated according to use (to be reasonably determined by the Transferor's Surveyor whose determination shall be final and binding save on any question of law or in the case of any manifest error) of the reasonable costs and expenses in cleansing lighting maintaining repairing and renewing any Conducting Media structures conveniences appurtenances and all things the use of which is common to or enjoyed in common with the Property or any part thereof and the Retained Land including the reasonable costs of any management or professional fees reasonably and properly incurred in connection with any of the above matters

5. To keep in good repair and condition the Conducting Media described in paragraph 3 of Schedule 3 insofar as the same run in on under or over the Retained Land and to fully indemnify the Transferor against all proceedings claims demands losses damages liability costs fees and expenses whatsoever sustained by the Transferor by reason of or arising in any way directly or indirectly out of any breach of this covenant

6. Not to exercise the right to lay Conducting Media in English Grounds as described in paragraph 3 of Schedule 3 until after the written approval of the Transferor (not to be unreasonably withheld or delayed) has been given to any relocation of any of the parking spaces laid out on English Grounds and affected by the proposed exercise of the right during the proposed exercise of the right and until after the written approval (not to be unreasonably withheld or delayed) of the Transferor has been given to the location, specification and method of working of the proposed works (which approval may be issued subject to conditions if reasonable and may require the Transferee or other person procuring the proposed works to give covenants in relation thereto if reasonable) and thereafter not to exercise the said right save in accordance with the terms of the said written approvals which are from

## Schedule of restrictive covenants continued

time to time relevant.

7. Not to exercise any of the Rights Granted in such a way as shall at any time impede reasonable access on and to and from the Retained Land

8. During such period as the Phase III Site is undeveloped to maintain and light in good and workmanlike manner good quality solid painted hoarding at least 2.4 metres in height along each of the boundaries marked A-B and B-C on the Plan.

9. During such period as the Phase III Site is undeveloped to maintain and light in good and workmanlike manner good quality solid painted hoarding at least 2.4 metres in height along the boundary marked D-E on the plan.

10. Not during the period of 10 years from the date hereof to object or encourage any objection to any proposed land exchange between the Retained Land and Potters Fields Park or any part thereof (excluding any part of the Potters Fields Park Protected Zone) provided that the land which is a public park after the exchange has been completed will maintain the character of a Central London Park.

11. Not to object or encourage any objection to any application made in relation to any licensed premises in the Retained Land or Potters Fields Park or any part thereof (other than any part of the Potters Fields Park Protected Zone if the said application if approved would be inconsistent with the character of a Central London park).

12. Without prejudice and in addition to the operation of Clause 10.2 and Schedule 4 paragraph 4 not to claim any rights in respect of or carry out any works in or over or under Potters Fields Park save pursuant to the easements and other matters set out in paragraph 7 of Schedule 3 in respect of the Potters Fields Park Strip and save pursuant to the benefit of restrictive covenants it is agreed in Clause 10.2 of this Transfer the Transferee has in respect of the Potters Fields Park Protected Zone.

13.1 Not without first consulting with the Transferor to permit or suffer any vehicles being used in connection with any development or construction works on the Property ("construction vehicles") to obtain access to or egress from the Property along English Grounds or the public highway known as Battlebridge Lane and then only in such a way as minimises disruption to adjoining owners and other users of English Grounds and Battlebridge Lane.

13.2 Not to permit or suffer any construction vehicles to obtain egress from the Property along English Grounds or Battlebridge Lane without first having had their wheels thoroughly cleaned.

13.3 To keep English Grounds clean if the same is the subject of the deposit of dirt mud dust and other extraneous matter arising from any development activities on the Property.

14. If at any time Morgans Lane or any part thereof ceases to be public highway the Transferee will grant to the Transferor legal easements to lay in the same Conducting Media and thereafter to the free and uninterrupted passage of and running of water, soil, surface water, gas, electricity, telecommunications and other services to and from the Retained Land in and through the said Conducting Media together with the right at all reasonable times upon reasonable notice (and at all times with or without notice in case of emergency) for the Transferor and all persons authorised by the Transferor with or without materials or apparatus to enter upon the said land for the purpose of inspecting cleansing maintaining replacing installing repairing or renewing the said Conducting Media subject to and conditional upon the person exercising such right causing as little inconvenience and damage to the said land and any part of the Property as possible and forthwith making good any damage to the same thereby occasioned to the Transferor's or its successors in title's reasonable satisfaction

15. Not to object to or seek to prevent the Transferor (having regard to the interests of all adjoining owners and subject to the Transferor consulting with the Transferee and its successors in title in relation

## Schedule of restrictive covenants continued

to the arrangements for managing access) managing access into from and within the public highway known as Battlebridge Lane.

16. That the Transferee and the persons exercising the rights described in paragraph 1 of Schedule 3 shall cause as little inconvenience and damage as possible and shall forthwith make good all physical damage so caused to the Transferor's or its successors in title's reasonable satisfaction

17. To keep in good repair and condition the foundations described in paragraph 2.1 of Schedule 3 and the lamps described in paragraph 2.2 of Schedule 3 and fully to indemnify the Transferor against all proceedings, claims, demands, losses, damages, liability, costs, fees and expenses whatsoever sustained by the Transferor by reason of or arising in any directly or indirectly out of any breach of this covenant.

18. To indemnify fully the Transferor against all proceedings, claims, demands, losses, damages, liability, costs, fees and expenses whatsoever sustained by the Transferor by reason of or arising in any way directly or indirectly out of the exercise of the right described in paragraph 5 of Schedule 3.

19. To effect insurance to a level of cover and in a form approved by the Transferor (not to be unreasonably withheld) in respect of the liability pursuant to the covenant at paragraph 18 above

20. Not to exercise the right described in paragraph 2.3 of Schedule 3 until after the written approval (not to be unreasonably withheld or delayed) of the Transferor has been given to the timing and method of working proposed (which approval may be issued subject to conditions if reasonable and may require the Transferee or other person procuring the relevant works to give covenants in relation thereof if reasonable) and thereafter not to exercise the said right save in accordance with the terms of the said written approval which may from time to time be relevant

21. Not to exercise the right described in paragraph 8 of Schedule 3 until after:-

21.1 the Transferee with the Transferor has used reasonable endeavours to persuade the local planning authority and the local highway authority to agree to locate the coach setting down and picking up spaces referred to in paragraph 8 of Schedule 3 in Tooley Street; and

21.2 the written approval (not to be unreasonably withheld or delayed) of the Transferor has been given to the proposed works and the timing and method of working proposed (which approval may entitle the Transferor to carry out the proposed works on reasonable terms at the Transferee's expense or may be issued subject to conditions if reasonable and may require the Transferee or other person procuring the relevant works to give covenants in relation thereto if reasonable) and thereafter not to exercise the said right save in accordance with the terms of the said written approval.

22. Not to submit any details for approval to the local planning authority pursuant to Condition 3 attached to the 1995 Phase III Permission or other permission (as defined and set out in paragraph 8 of Schedule 3):

22.1 which would be inconsistent with the function of English Grounds as a private vehicular and pedestrian road and the provision of the needs of the occupiers of Southwark Crown Court for Pedestrian and vehicular access to and from their premises via both Battlebridge Lane and Morgans Lane and for high level security; or

22.2 which permanently would interfere with the provision of any services in English Grounds; or

22.3 which do not accord with drawing no AO/2764/P104/REVB dated 9 February 1995 prepared by Rolfe Judd; or

22.4 which have not been approved in writing by the Transferor (such

## Schedule of restrictive covenants continued

approval not to be unreasonably withheld or delayed).

NOTE 1: The Transfer contains the following definitions:-

"Conducting Media" means all cables, conduits, drains, ducts, flues, gutters, pipes, downpipes, soilpipes, sewers, watercourses, wires, mains or other channels

"Crown Court Lease" means a Lease dated 30 March 1973 made between The Proprietors of Hay's Wharf Limited (1) and the Secretary of State for the Environment (2) as varied by a Deed dated 6 April 1984 made between the Transferor (1) and the Secretary of State for the Environment (2) and as further varied by a Surrender and Further Deed of Variation dated 8 February 1988 made between the Transferor (1) and the Secretary of State for the Environment (2) and shall include any renewal regrant variation or modification of the same

"Electricity Cupboard" means the electricity cupboard on the Phase II Site in the position shown on the plan

"Electricity Cupboard Access" means the part of the Phase I Site shown hatched orange on the Plan

"Electricity Site" means the land shown for the purpose of identification only hatched pink on the Plan

"English Grounds" means the part of the Phase I Site shown hatched light blue on the Plan

"English Grounds Footpath" means the part of the Phase I Site shown stippled light blue on the plan.

"Morgans lane" the public highway lying between the Phase II Site and the Phase III Site known as Morgans Lane

"Morgans Lane Pedestrian Access" means the part of the Phase I site leading from Morgans Lane to the River shown as to part hatched orange on the Plan (comprising also the Electricity Cupboard Access) and as to the remainder cross hatched orange on the Plan.

"Phase I Site" means the Transferor's freehold and leasehold interest in the land all of which is shown for the purpose of identification only edged blue on the Phase I plan and part of which is shown edged dark blue on the plan

"Phase II Site" means the part of the Property shown edged red on the plan

"Phase III Site" means the part of the Property shown edged green on the plan

"Phase IV Site" means the land shown for the purpose of identification only hatched blue on the plan

"Potters Fields Park" means the land shown for the purpose of identification only hatched and cross hatched brown on the plan

"Potters Fields Park Protected Zone" means that part of Potters Fields Park shown cross hatched brown on the Plan

"Potters Fields Park Strip" means the strip of land within the Potters Fields Park Protected Zone but not exceeding 20 metres in width of Potters Fields Park lying along the eastern boundary of the Phase II Site."

NOTE 2: Copy Transfer plans filed.

## Schedule of notices of leases

1	17.01.1991	Underground subway and	27.11.1990	TGL55361
	Subway beneath	access shaft adjacent to	994 years from	
	the land	Vine Lane	29.9.1987	



## Schedule of notices of leases continued

hatched brown

(part of) on  
the filed plan

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

2	15.06.2004 2 (Part of)	Electrical Switchroom, 6 More London Riverside (Infrastructure tunnel level)	26.05.2004 99 years from 26.5.2004	TGL238688
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NOTE: See entry in the Charges Register relating to the rights granted  
by this lease

3	15.06.2004 3 (Part of) and 4 (Part of)	Electricity Sub-Station, City Hall (Infrastructure tunnel level)	26.05.2004 99 years from 26.5.2004	TGL238691
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NOTE: See entry in the Charges Register relating to the rights granted  
by this lease

4	15.06.2004 5 (Part of) and 6 (Part of)	Electrical Switchroom, 5 More London Riverside (Infrastructure tunnel level)	26.05.2004 99 years from 26.5.2004	TGL238693
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NOTE: See entry in the Charges Register relating to the rights granted  
by this lease

5	25.11.2004 6	5 More London Riverside	18.10.2004 999 years from 18.10.2004	TGL248360
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NOTE 1: The lease dated 25 November 2004 referred to above has been  
determined as to part.

NOTE 2: Deed of rectification dated 29 August 2013 filed under  
TGL248360.

6	04.10.2005 7 (Part of)	Electricity substation, More London Place (lower ground and sub-basement levels)	29.07.2005 125 years from 29.7.2005	TGL262304
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NOTE 1: See entry in the Charges Register relating to the rights  
granted by this lease.

NOTE 2: The lease comprises also other land

7	28.10.2005 6 (Part of)	Electrical switchroom (Basement Floor)	05.10.2005 99 years from 5.10.2005	TGL263451
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NOTE: See entry in the Charges Register relating to the rights granted  
by this lease

8	29.03.2006 2	6 More London Place	28.02.2006 999 years from 18.10.2004	TGL270473
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9	29.03.2006 8	1 More London Place	28.02.2006 999 years from 18.10.2004	TGL270472
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10	29.03.2006 4 (Part of)	City Hall, More, London Place	28.02.2006 999 years from 18.10.2004	TGL270471
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11	29.03.2006 9	2 More London Riverside	28.02.2006 999 years from 18.10.2004	TGL270474
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12	16.05.2006 13	The Fire Station, Tooley Street	03.04.2006 999 years from 18.10.2004	TGL272538
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13	16.05.2006 10	Tooley Street Terrace, Tooley Street	03.04.2006 999 years from 18.10.2004	TGL272539
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## Schedule of notices of leases continued

14	16.05.2006 5	7 More London Riverside	03.04.2006 999 years from 18.10.2004	TGL272540
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NOTE: See entry in Charges Register relating to a Deed of Variation dated 27 June 2012.

15	27.12.2006 1 (Part of)	3 More London Riverside	21.11.2006 999 years from 18.10.2004	TGL284329
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16	27.12.2006 11	4 More London Riverside	21.11.2006 999 years from 18.10.2004	TGL284330
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17	27.12.2006 7 (Part of)	5A More London Riverside	21.11.2006 999 years from 18.10.2004	TGL284331
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18	15.05.2007 12	Unicorn Theatre, Tooley Street	26.04.2007 100 years from 29.9.2005	TGL291442
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19	20.12.2007 4 (Part of)	Parkside Kiosk	15.11.2007 15 years from 15.11.2007	TGL302070
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20	27.07.1987 27	Premises at Tooley Street	30.03.1973 135 years from 30.3.1973	SGL161187
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NOTE 1: The lease comprises also other land.

NOTE 2: By a Deed dated 8 February 1988 made between (1) St. Martins Property Investments Limited and (2) Secretary of State for the Environment the terms of the Lease dated 30 March 1973 referred to above were varied (Copy Filed Under SGL491641)

21	17.06.2004 30 (Part of)	Electrical Switchroom (Infrastructure Level)	26.05.2004 99 years from 26.5.2004	TGL238692
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22	10.07.2012 Edged and numbered 5 in brown (part of)	Premises at 7 More London (basement)	27.06.2012 From 27 June 2012 to 17 October 3003	TGL365140
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23	18.10.2013 31 (part of) NSE	land on the north side of 1 More London Place	08.10.2013 25 years from 8.10.2013	TGL386745
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NOTE: The lease comprises also other land

End of register