

Title Number : TGL218564

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.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 12 MAR 2016 at 16:03:37 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	: TGL218564
Address of Property	: Site E, Canada Water Retail Park, London
Price Stated	: £48,526,438 exclusive of VAT
Registered Owner(s)	: PROJECT LIGHT DEVELOPMENT 1 LIMITED (Co. Regn. No. 8878264) of Bruce Kenrick House, 2 Killick Street, London N1 9FL.
Lender(s)	: Notting Hill Housing Trust

Title number TGL218564

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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 Site E, Canada Water Retail Park, London.

NOTE: As to the part tinted blue on the title plan the strata of subsoil 12 metres in depth or thereabouts the upper surface of which is a 17.12 metres or thereabout below the surface of Canada Street being 6.00 metres above Ordnance Datum level at point X on the title plan is excluded from the title.

- 2 (21.08.1997) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 20 June 1997 referred to in the Charges Register:-

"RIGHTS GRANTED

The property is transferred together with the rights set out in the First Schedule

RIGHTS EXCEPTED AND RESERVED

There are excepted and reserved out of the Property for the benefit of the Retained Land the rights set out in the Second Schedule.

FIRST SCHEDULE

RIGHTS GRANTED

1. The right for the Transferee and its successors in title and its or their lessees servants agents visitors and occupiers of the Property and all others authorised by them in common with Transferor and those authorised by it and all others having the same right respectively to pass and repass at all times and for all purposes with or without vehicles over the roads shown hatched purple on Plan B and on foot only over the pavements and footpaths shown hatched yellow on Plan B until the said roads and pavements/footpaths shall be adopted by the highway authority and shall become maintainable at the public expense for the purpose of access to or egress from the Property

2. The right of free and uninterrupted passage of and running of water surface water drainage soil gas electricity and other services to and from the Property from and to the Retained Land in and through the wires cables pipes sewers drains and other media now in or under or over the Retained Land to the extent that the same are or do not become adopted or public mains and to the extent that the same are laid or formed to serve and are capable of serving the Property together with the right to enter upon such parts of the Retained Land as then remain unbuilt upon on reasonable prior notice (except in case of emergency) for the purpose of inspecting repairing replacing maintaining and connecting into any such aforesaid service media Subject to the persons exercising such right making good all damage caused thereby and (until such time as the said roads and pavements/footpaths become adopted and maintainable at the public expense) to lay construct instal (and thereafter inspect repair replace and maintain) any such aforesaid service media (within the Perpetuity Period) in over under or upon the said roads and pavements/footpaths referred to in paragraph 1 of this

A: Property Register continued

schedule as shall be required in connection with the use enjoyment and development from time to time to the Property or any part or parts thereof subject to the persons exercising such rights

(a) not causing any unnecessary damage nor impeding the free and uninterrupted use of the said roads and pavements/footpaths

(b) making good forthwith to the reasonable satisfaction of the Transferor any damage to or loss consequential upon such damage to the said roads and pavements/footpaths caused by or arising out of the exercise of the right and

(c) after every operation of digging and groundworks is completed filling in the ground and restoring the surface to its former condition and where the exercise of the rights involve the removal of paving slabs stones tiles blocks pavements bricks edging curbs ramps and other like items replace such items to their former condition and where such reinstatement is not reasonably practicable causing to be replaced such similar items as agreed in writing with the Transferor and

(d) within a reasonable time after the completion of any works removing all surplus soil rubbish weeds and vegetable matter and leaving the said roads and pavements/footpaths swept and free from loose material

THE SECOND SCHEDULE

(RIGHTS AND EASEMENTS EXCEPTED)

The following rights and easements are excepted and reserved out of the Property unto the Transferor and its tenants and the occupiers of any part or parts of the Retained Land and all other persons authorised by the Transferor or by such tenants and occupiers or having the like rights and easements:-

1. the free and uninterrupted passage of water and soil through the pipes drains and watercourses and of electricity telecommunications and gas and other services through the cables wires pipes and media which are now or may at any time during the Perpetuity Period be in on under or passing through the Property and the right to construct and maintain in on under or passing through only such parts of the Property as are then un-built upon new services and alter divert and connect with existing services for the benefit of the Retained Land or any part thereof and the right to repair maintain and renew such existing and new services and the right at any time but (except in emergency) after giving reasonable prior notice to enter the Property in the exercise of such rights the person exercising such right making good as soon as reasonably possible any damage caused to the Property

2. the right at any time but (except in an emergency) after giving reasonable prior notice to enter and remain upon the Property or any part thereof with any necessary plant equipment and materials in order to carry out any repairs or other work which the Transferor must or may carry out under the provisions of this Deed or to do any other thing which under the said provisions the Transferor may do Subject in each case to the Transferor forthwith making good all damage occasioned to the Property by the exercise of such right

3. the right to deal in any manner whatsoever with any of the land or any water areas belonging to the Transferor adjoining or neighbouring the property or forming part of the Retained Land and to erect maintain rebuild or alter or suffer to be erected maintained rebuilt or altered on such adjoining opposite or neighbouring lands any buildings or structures whatsoever Provided That such buildings shall not materially and adversely affect or diminish the light or air which may now or at any time hereafter be enjoyed for or in respect of the Property or any building for the time being thereon

4. the right at all times and for all purposes to pass and repass with or without vehicles over the road shown hatched red on Plan B for the purpose of access to and egress from the part of the Retained Land adjoining the Property to the south provided that the Transferee shall be entitled from time to time whenever necessary to obstruct or

A: Property Register continued

temporarily close such road hatched red for maintenance or for repair maintenance or replacement of or connection to services thereunder subject to the provision of suitable alternative access and the period of such obstruction or temporary closure being kept to a minimum."

NOTE: No copy of the plan referred to is held by Land Registry.

- 3 (21.08.1997) The Transfer dated 20 June 1997 referred to in the Charges Register contains the following provision:-

"AGREEMENTS AND DECLARATIONS

The parties hereby agree and declare that:-

7.1 The Transferee shall not be entitled to any right or easement over the Retained Land other than those specifically granted by this Transfer and accordingly Section 62 of the Law of Property Act 1925 shall not apply to this Transfer

7.2 The Transferee shall not be entitled to any right or easement of light or air or otherwise which would or might restrict or in any way interfere with the development of the Retained Land."

- 4 (02.04.2014) A Transfer of the land in this title and other land dated 20 March 2014 made between (1) Canada Water (Developments) Limited (Transferor) and (2) Project Light Development 1 Limited (Transferee) contains the following provision:-

"The Property will not, by virtue of this Transfer have any rights, easements or the benefit of any other matters over the Transferor's adjoining land other than those (if any) which are expressly mentioned in or granted by this Transfer and section 62 of the Law of Property Act 1925 will not apply to this Transfer."

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 (02.04.2014) PROPRIETOR: PROJECT LIGHT DEVELOPMENT 1 LIMITED (Co. Regn. No. 8878264) of Bruce Kenrick House, 2 Killick Street, London N1 9FL.
- 2 (02.04.2014) The price stated to have been paid on 20 March 2014 for the land in this title and in title TGL215017 was £48,526,438 exclusive of VAT.
- 3 (02.04.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Canada Water (Developments) Limited (Co. Regn. No. 4567429) of 2 Gresham Street, London EC2V 7QP or their conveyancer, or a certificate signed by Canada Water (Developments) Limited (Co. Regn. No. 4567429) or their conveyancer that the provisions of paragraph 12.7 of the Transfer dated 20 March 2014 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (02.04.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (02.04.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 March 2014 in favour of Notting Hill Housing Trust referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 9 November 1994 made between (1) London Docklands Development Corporation and (2) Associated Newspapers Limited (Company):-

"The Corporation as beneficial owner of the Servient Land hereby grants to the Company the right for the Company its successors in title the owners and occupiers for the time being of the land of the Company registered at H M Land Registry under Title Numbers TGL59022 SGL480198 and SGL460523 and the buildings now thereon ("the Dominant Land") for the benefit of Dominant Land to lay maintain and remove pipes in the positions shown by the red lines on the plan annexed hereto and the exclusive right to free and uninterrupted passage and running of foul ground and surface water from the Dominant Land through and over and along the underground pipes now in the positions shown by red lines respectively marked "F" and "S" on the said plan and any replacement and diversion thereof hereunder for the use and enjoyment of the Dominant Land but not for any other purpose and (subject as hereinafter mentioned) to enter so much of the Corporation's land comprised a strip 1" metres on either side of each of the said pipes as may be necessary (but no further or otherwise) to lay maintain repair replace and remove the same in the exercise of such rights and the person exercising such rights causing as little disruption as reasonably possible and making good all damage to the Servient Land to the Corporation's reasonable satisfaction."

NOTE 1: The red lines referred to are shown by brown broken lines on the title plan so far as they affect the land in this title

NOTE 2: Copy Deed filed under SGL391152.

- 2 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 14 February 1997 made between (1) London Docklands Development Corporation (grantor) and (2) British Gas PLC:-

IN pursuance of the said agreement and in consideration of the sum of FOUR HUNDRED POUNDS (£400.00) now paid by British Gas to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of British Gas' covenants hereinafter contained the Grantor with full Title Guarantee (but only to the extent of its interest and to the extent it may lawfully do so) (and to the intent that the easements hereby granted shall be appurtenant to British Gas' undertaking and each and every part thereof) HEREBY GRANTS unto British Gas THE EASEMENTS to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by British Gas on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over strips of land a maximum of SIX METRES in width (or such greater or lesser width as shall be indicated on the plan annexed hereto or as shall be comprised in the ownership of the Grantor under the title numbers above mentioned) coloured pink for identification purposes only on the plan annexed hereto (hereafter called "the said strips of land") and to pass over the said strips of land for the purpose of the said works and over the said land for the purpose of access to the said strips of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto British Gas in fee simple.

The said Deed also contains the following covenants:-

COVENANTS BY THE GRANTOR

The Grantor (to the intent and so as to bind the said land and any land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted and so that the Grantor shall cease to be liable in respect thereof after it shall have disposed of its interest

C: Charges Register continued

in the relevant part of the said land) HEREBY COVENANTS with British Gas as follows:-

Not do or cause or permit to be done on the said land or any land of the Grantor adjoining thereto anything which may reasonably be apprehended to be likely to cause damage or injury to the said works

Not without the prior consent in writing of British Gas (such consent not to be unreasonably withheld or delayed) to make or cause or permit to be made any deposit of any thing upon any part of the said strips of land so as to increase the said works by British Gas or so as materially to lessen or materially interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil (and/or other material) above the said works by more than one metre

Not to erect or install or cause or permit to be erected or installed by building or enclosed structure or permanent apparatus in through upon or over the said strips of land

NOTE: The land coloured pink referred to is hatched brown on the title plan so far as it affects the land in this title.

- 3 (21.08.1997) A Transfer of the land in this title and other land dated 20 June 1997 made between (1) London Docklands Development Corporation (Transferor) and (2) PSIT Enterprises Limited (Transferee) contains the following covenants:-

"RESTRICTIVE COVENANTS BY THE TRANSFEEE

The Transferee with intent to bind the Property and each and every part of it covenants with the Transferor for the benefit of the Retained Land and each and every part of it that the Transferee and the Transferee's successors in title will at all times hereafter perform and observe the covenants and stipulations specified in the Third Schedule.

THIRD SCHEDULE

TRANSFEEE'S RESTRICTIVE COVENANTS

1. To use all reasonable endeavours not to cause any damage to nor (except as may be permitted by the Transferor or the local authority or police from time to time) park vehicles on or otherwise obstruct or deposit mud or any other substance on the roads over which rights are granted to the Transferee by this Transfer
 2. Not to do or allow on the Property anything which causes damage to the Transferor its successors in title or the owners and occupiers for the time being of the Retained Land."
- 4 (02.04.2014) REGISTERED CHARGE contained in a Debenture dated 20 March 2014 affecting also title TGL215017.
- 5 (02.04.2014) Proprietor: NOTTING HILL HOUSING TRUST (Industrial and Provident Society No. 16558R) of Bruce Kenrick House, 2 Killick Street, London N1 9FL.
- 6 (03.08.2015) UNILATERAL NOTICE affecting Building E1, Canada Water, Surrey Quays Road in respect of an Agreement for lease and development dated 6 March 2014 made between (1) Project Light and Development 1 Limited and (2) Notting Hill Home Ownership Limited.
- 7 (03.08.2015) BENEFICIARY: Notting Hill Home Ownership Limited (Regn No IP23066R) of Bruce Kenrick House, 2 Killick Street, London N1 9FL.

End of register