

Title Number : TGL215017

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

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

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This extract shows information current on 9 JUL 2015 at 15:30:46 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	: TGL215017
Address of Property	: Land and buildings on the northern and southern side of Surrey Quays Road, 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 Canada Water (Developments) Limited

## Title number TGL215017

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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 Land and buildings on the northern and southern side of Surrey Quays Road, 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 thereabouts 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: Original filed under TGL176416.

- 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 (08.02.2002) The land has the benefit of the following rights reserved by a Transfer of land lying to the north east of the land in this title dated 23 January 2002 made between (1) Foreign Property APS (Transferor) and (2) Ampurius Holdings Limited (Transferee):-

"Excepting and reserving unto the Transferor and its successors in title the right at any time to repair build on alter add to extend or redevelop any part of the land included within the above mentioned title number TGL176416 (other than the Property) ("the Retained Land") or any premises adjoining thereto notwithstanding any interference with the access of light or air to the Property."

- 5 (02.04.2014) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 6 (02.04.2014) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 20 March 2014 referred to in the Charges Register.

- 7 (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."

- 8 (24.06.2015) A new title plan based on the latest revision of the Ordnance Survey Map 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 (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 TGL218564 was £48,526,438 exclusive of VAT.

## B: Proprietorship Register continued

- 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) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the leases referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.
- 6 (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 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 in the relevant part of the said land) HEREBY COVENANTS with British Gas as follows:-

## C: Charges Register continued

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 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 or 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.

2 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.

3 The parts of the land affected thereby are subject to the following rights granted by a Lease of the site of two electricity sub-stations shown edged and numbered 1 and 2 in blue on the title plan dated 20 June 1997 in favour of London Electricity PLC for 99 years from 25 December 1996:-

"TOGETHER with the rights for the Tenant and its contractors or agents and their respective servants and workmen at all times during the term hereby created (the "Term") from time to time set out hereunder to

1.1 install and during the continuance of the Term to maintain on the demised premises such transforming and other plant and apparatus as may from time to time be requisite for the purposes of the Tenant's undertaking AND TOGETHER with the right for the Tenant to take in and expel air from and over the land adjoining the ventilators indicated on the Plan by the colour blue

1.2 lay and during the continuance of the Term to use and maintain through or under that part of the Landlord's Development delineated on the Plan and thereon coloured green such electric lines ducts and other apparatus and as may in the opinion of the Tenant from time to time be requisite for connecting the said transforming and other plant and apparatus with the Tenant's distributing mains in the adjacent public streets or elsewhere; and

1.3 enter the Landlord's Development over the route shown edged brown and yellow on the Plan for the purpose of carrying out upon the demised premises such acts and things as may be necessary for the purpose of installing laying inspecting maintaining or removing any such plant electric lines or other apparatus as aforesaid

PROVIDED THAT in the exercise of the rights hereby granted as little interference inconvenience and disturbance shall be caused to the use and enjoyment of the Landlord's Development (and in particular the area referred to in Clause 1.1, 1.2 and 1.3 above) and any adjoining adjacent or neighbouring land and premises by the Landlord and the owners tenants or occupier thereof AND the said rights shall only be exercised following reasonable prior notice to the Landlord (except in case of emergency)

AND all damage caused in the exercise thereof shall be made good forthwith to the satisfaction of the Landlord."

NOTE 1: The land coloured green, brown and yellow referred to is shown by yellow broken lines blue hatching and yellow hatching respectively on the filed plan. The land coloured blue referred to is the curtilage of the land demised

NOTE 2: Lessee's title registered under TGL134521.

## C: Charges Register continued

- 4 (21.08.1997) A Transfer of the land in this title 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."
- 5 Agreement for lease dated 25 May 2001 in respect of Link Space between Unit 1 and Units 2/3, Canada Water Retail Park in favour of Decathlon UK Limited upon the terms therein mentioned.

*NOTE: Copy filed under TGL176416.*

- 6 (02.04.2014) A Transfer of the land edged and numbered TGL396756 in green on the title plan dated 20 March 2014 made between (1) Canada Water (Developments) Limited and (2) Project Light Development 2 Limited contains restrictive covenants.

*NOTE: Copy filed under TGL396756.*

- 7 (02.04.2014) REGISTERED CHARGE contained in a Debenture dated 20 March 2014 affecting also title TGL218564.

NOTE: See the entry below altering the priority of this charge.

- 8 (02.04.2014) Proprietor: NOTTING HILL HOUSING TRUST (Industrial and Provident Society No. 16558R) of Bruce Kenrick House, 2 Killick Street, London N1 9FL.

- 9 (02.04.2014) REGISTERED CHARGE dated 20 March 2014 affecting also other titles.

NOTE 1: Charge reference TGL215017.

NOTE 2: See the entry below altering the priority of this charge.

- 10 (02.04.2014) Proprietor: CANADA WATER (DEVELOPMENTS) LIMITED (Co. Regn. No. 4567429) of 2 Gresham Street, London EC2V 7QP.

- 11 (02.04.2014) A Deed dated 20 March 2014 made between (1) Notting Hill Housing Trust (2) Canada Water (Developments) Limited (3) Project Light Development 1 Limited and (4) Project Light Development 2 Limited relates to priorities as between the Charges dated 20 March 2014 in favour of Notting Hill Housing Trust and 20 March 2014 in favour of Canada Water (Developments) Limited referred to above as therein mentioned.

## Schedule of notices of leases

- |   |         |                      |                             |           |
|---|---------|----------------------|-----------------------------|-----------|
| 1 |         | Sites of electricity | 20.06.1997                  | TGL134521 |
|   | 1 and 2 | sub-stations         | 99 years from<br>25.12.1997 |           |

## Schedule of notices of leases continued

NOTE 1: The lease contains an option to determine upon the terms therein mentioned.

NOTE 2: See entry in the charges register relating to the rights granted by this lease

2	02.11.2000	Unit 1, Canada Water Retail	23.04.1999	TGL181138
	3	Park (Excludes airspace	30 years from	
		more than 1 metre above the	25.12.1998	
		top of the building and the		
		strata of the sub soil)		

NOTE 1: By a Deed dated 25 May 2001 made between (1) Foreign Property ApS (2) Decathlon UK Limited and (3) Decathlon SA the terms of the lease were varied (Copy Deed Filed Under TGL181138).

NOTE 2: By a Supplemental Deed dated 25 May 2001 made between (1) Foreign Property APS (2) Decathlon UK Limited and (3) Decathlon SA the terms of the lease were varied (Copy Deed Filed Under TGL181138).

NOTE 3: By a Deed dated 22 December 2006 made between (1) Conrad Phoenix (Canada Water) Limited (2) Decathlon UK Limited and (3) Decathlon SA the terms of the lease were varied. (Copy Deed Filed Under TGL181138)

NOTE 4: The lease comprises also other land.

3	02.11.2000	Unit 2 and 3, Canada Water	23.04.1999	TGL181139
	4	Retail Park (Excludes	30 years from	
		airspace more than 1 metre	25.12.1998	
		above the top of the		
		building and the strata of		
		the subsoil)		

NOTE 1: By a Deed dated 25 May 2001 made between (1) Foreign Property ApS (2) Decathlon UK Limited and (3) Decathlon SA the terms of the lease were varied (Copy Deed Filed Under TGL181138).

NOTE 2: By a Supplemental Deed dated 25 May 2001 made between (1) Foreign Property APS (2) Decathlon UK Limited and (3) Decathlon SA the terms of the lease were varied (Copy Deed Filed Under TGL181138).

NOTE 3: By a Deed dated 22 December 2006 made between (1) Conrad Pheonix (Canada Water) Limited (2) Decathlon UK Limited and (3) Decathlon SA the terms of the lease were varied. (Copy Deed Filed Under TGL181138)

End of register