Title Number : TGL404029

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 MAR 2016 at 17:52:30 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	: TGL404029
Address of Property	: 25 Manor Place and Manor Place Depot, 30-34 Penrose Street, London
Price Stated	: £13,000,000
Registered Owner(s)	: NOTTING HILL HOME OWNERSHIP LIMITED (Industrial and Provident Society No. IP23066R) of Bruce Kenrick House, 2 Killick Street, London N1 9FL.
Lender(s)	: Notting Hill Housing Trust

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 9 MAR 2016 at 17:52:30. 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

SOUTHWARK

- 1 (24.07.2014) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being 25 Manor Place and Manor Place Depot, 30-34 Penrose Street, London.
- 2 (24.07.2014) The land tinted pink on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 8 March 1872 referred to in the Charges Register.
- 3 (24.07.2014) The land tinted yellow on the title plan has the benefit of the rights granted by a Conveyance of the freehold estate thereof dated 3 March 1874 made between (1) The London Chatham and Dover Railway Company and (2) The Vestry of the Parish of Saint Mary Newington.

NOTE: Copy filed under TGL279973.

4 (24.07.2014) Short particula under which the land is held) Short particulars of the lease(s) (or under-lease(s)) the land is held:
	Date	: 13 November 2013
	Term	: 250 years from 13 November 2013 as therein mentioned
	Parties	: (1) The Mayor And Burgesses of The London Borough Of Southwark
		(2) Notting Hill Home Ownership Limited
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- 5 (24.07.2014) The Lease prohibits or restricts alienation.
- 6 (24.07.2014) The landlord's title is registered.

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 (24.07.2014) PROPRIETOR: NOTTING HILL HOME OWNERSHIP LIMITED (Industrial and Provident Society No. IP23066R) of Bruce Kenrick House, 2 Killick Street, London N1 9FL.
- 2 (24.07.2014) The price, other than rents, stated to have been paid on the grant of the lease was £13,000,000.
- 3 (24.07.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be completed by registration without a certificate by the registered proprietor signed by their secretary or by two trustees if a charitable trust or by their conveyancer that the provisions of section 172 of the Housing and Regeneration Act 2008 have been complied with or that they do not apply

B: Proprietorship Register continued

to the disposition.

- 4 (24.07.2014) RESTRICTION: No dispopsition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a certificate signed by the London Borough of Southwark of 160 Tooley Street, London SE1 2QH or its solicitors or the registered proprietor's solicitors that either (i) the provisions of clause 2 (16) and paragraph 2.2 of the Third Schedule of the registered Lease dated 13 November 2013 have been complied with or (ii) that the disposition is an Exempt Disposal as defined in the Lease.
- 5 (24.07.2014) 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 3 December 2013 in favour of Notting Hill Housing Trust referred to in the Charges Register (or its conveyancer) or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or one of its directors.

C: Charges Register

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

- 1 (24.07.2014) The land is subject to the rights reserved by the registered lease.
- 2 (24.07.2014) The land tinted blue on the title plan is subject to such easements and restrictive covenants as may have been imposed thereon before 26 September 2006 and are still subsisting and capable of being enforced.
- 3 (24.07.2014) A Conveyance of the freehold estate of the land tinted pink on the title plan dated 8 March 1872 made between (1) The London Chatham and Dover Railway Company and (2) The Vestry of the Parish of Saint Mary Newington contains restrictive covenants.

NOTE: Copy filed under TGL279973.

4 (24.07.2014) The land tinted brown on the title plan is subject to the restrictive covenants contained in a Deed dated 13 November 1913.

NOTE: Copy filed under 195433.

5 (24.07.2014) The land tinted mauve on the title plan is subject to the covenants exceptions and provisions notice whereof was entered on the register on 5 July 1940 contained in a Conveyance of the freehold estate dated 22 June 1940 of the land edged yellow on the title plan made between (1) The Ecclesiastical Commissioners for England (the Commissioners) and (2) The Mayor Aldermen and Councillors of the Metropolitan Borough of Southwark (Purchasers) so far as such covenants affect the land in this title and are capable of being enforced.

NOTE: Copy filed under LN42246.

- 6 (24.07.2014) A Conveyance of freehold estate in the land edged and numbered 1 in brown on the title plan dated 16 October 1952 made between (1) The Church Commissioners (the Commissioners) and (2) The London Electricity Board (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 (24.07.2014) The parts of the land affected thereby are subject to the following rights reserved by Transfers of two parcels of land abutting 2 Penrose Street dated 23 December 1980 made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) The Central Electricity Generating Board and dated 20 March 1981 made between (1) The London Electricity Board and (2) The Mayor and Burgesses of the London Borough of Southwark:-

"EXCEPT AND RESERVED to the London Board in fee simple as appurtenant to the statutory electricity undertaking of the London Board full

C: Charges Register continued

liberty for the London Board to lay retain use and maintain electric cables and ducts under the land shown by a green line on plan B annexed hereto Together with full right and liberty for the London Board at all times having given at least 3 days prior written notice to the council (save in emergency) with or without workmen plant and materials to enter upon the said land shown by a green line and the adjacent land to a width of 3 feet on each side thereof and to break up the surface thereof so far as may be necessary from time to time for the purpose of laying relaying repairing maintaining renewing or replacing the said cables and ducts the London Board making good any damage caused to the said land"

NOTE: The green line on plan B referred to is shown by a broken blue line on the title plan so far as it affects the land in this title.

- 8 (24.07.2014) A Conveyance of the freehold estate of the land edged and numbered 2 in brown on the title plan dated 8 November 1982 made between (1) The Church Commissioners for England (Commissioners) and (2) The Mayor and Burgesses of the London Borough of Southwark (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 9 (24.07.2014) The land is subject to the following rights reserved by the Conveyance dated 8 November 1982 referred to above:-

"EXCEPT AND RESERVING unto the Commissioners and their successors:-

(a) Full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Commissioners adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon.

(b) The free flow of water and soil from any adjoining land belonging to the Commissioners through any drains and watercourses now existing in the said land or substituted therefor by the Purchaser."

10 (24.07.2014) REGISTERED CHARGE dated 3 December 2013 affecting also other titles.

NOTE: Charge reference TGL404029.

11 (24.07.2014) Proprietor: NOTTING HILL HOUSING TRUST (Industrial and Provident Society No. IP16558R) of Bruce Kenrick House, 2 Killick Street, London N1 9FL.

Schedule of restrictive covenants

1 (24.07.2014) The following are details of the covenants contained in the Conveyance dated 16 October 1952 referred to in the Charges Register:-

"The Purchaser to the intent that the covenant hereinafter contained shall bind the said property into whosoever hands the same may come for the benefit of adjoining and neighbouring lands belonging to the Commissioners or any part or parts thereof hereby for itself and its successors in title covenants with the Commissioners that it will perform and observe the stipulations and restrictions set out in the Second Schedule hereto

THE SECOND SCHEDULE above referred to

That the Purchaser will not do or suffer to be done on the said property or any part thereof any act matter or thing whatsoever which may be or become a nuisance or cause damage to the Commissioners or any

Schedule of restrictive covenants continued

of their neighbouring tenants or lessees or the owners or occupiers of any property in the neighbourhood

That the Purchaser will not erect any new buildings on the said property or any part thereof except in accordance with plans and specifications to be first submitted to and approved by the Surveyors for the time being of the Commissioners (hereinafter called "the Surveyors") such approval not to be unreasonably withheld The Surveyors charges for such approval shall on demand be paid by the Purchaser

That the Purchaser will in the event of any future demolition of buildings now on the said property forthwith erect and forever after maintain a brick wall between the points marked A and B on the said plan hereto annexed to a height to be agreed with the Surveyors and to their entire satisfaction

That the Purchaser will forthwith brick up and close all openings now existing in the said property overlooking the adjoining premises of the Commissioners to the Surveyors' satisfaction and will not thereafter make or maintain or suffer to be made or maintained any access or opening of any description whatsoever which shall overlook the said adjoining premises of the Commissioners

That the Purchaser will from time to time pay a fair share as determined by the Surveyors towards the cost of repairing and maintaining the road coloured brown in the said plan annexed hereto

That the Purchaser shall not be entitled to the benefit of any covenant or reservation in any Conveyances or Leases made or granted by the Commissioners of lands and premises adjoining opposite or near to the said property enabling the Commissioners to deal as they may think fit with adjoining or neighbouring lands without regard to the light and air enjoyed by the owner lessee tenant or occupier of the land comprised in the said Conveyances or Leases."

(24.07.2014) The following are details of the covenants contained in the Conveyance dated 8 November 1982 referred to in the Charges Register:-

"THE Purchaser to the intent that the covenants contained in this present clause shall bind the said land into whosesoever hands the same may come for the benefit of the adjoining and neighbouring lands belonging to the Commissioners and each and every part thereof hereby covenants with the Commissioners as follows:-

(a) To erect a 9" brick wall of at least 5 feet in height to the satisfaction of the Commissioners' Surveyors for the time being on the boundaries of the said land between the points indicated by the letters "A" and "B" on the said plan referred to in the Schedule hereto and forever thereafter to maintain the said wall to the satisfaction of the said Surveyors The said wall shall be erected either (i) within three calendar months after taking possession of the said land and before placing any materials thereon or (ii) if possession has become available to the Purchaser then within three months from receiving from the said Surveyors a notice in writing sent by registered post to the address last known to the said Surveyors requiring a wall to be so erected as aforesaid.

(b) Not to do or permit to be done upon the said land or any part thereof or in or on any buildings at any time standing thereon anything which shall or may be or grow to be in any way a nuisance annoyance or disturbance to the Commissioners or their successors in title or assigns or their lessees under lessees tenants or occupiers of any property in the neighbourhood.

(c) Not to deposit any refuse dust or other noisome or offensive matter on any part of the said land provided that a refuse vehicle or paladin container shall be permitted on the land and not to burn or manufacture thereon any ballast bricks tiles or other articles.

(d) To make good at its own expense and as soon as reasonable practicable to the satisfaction of the said Surveyors the openings in

Schedule of restrictive covenants continued

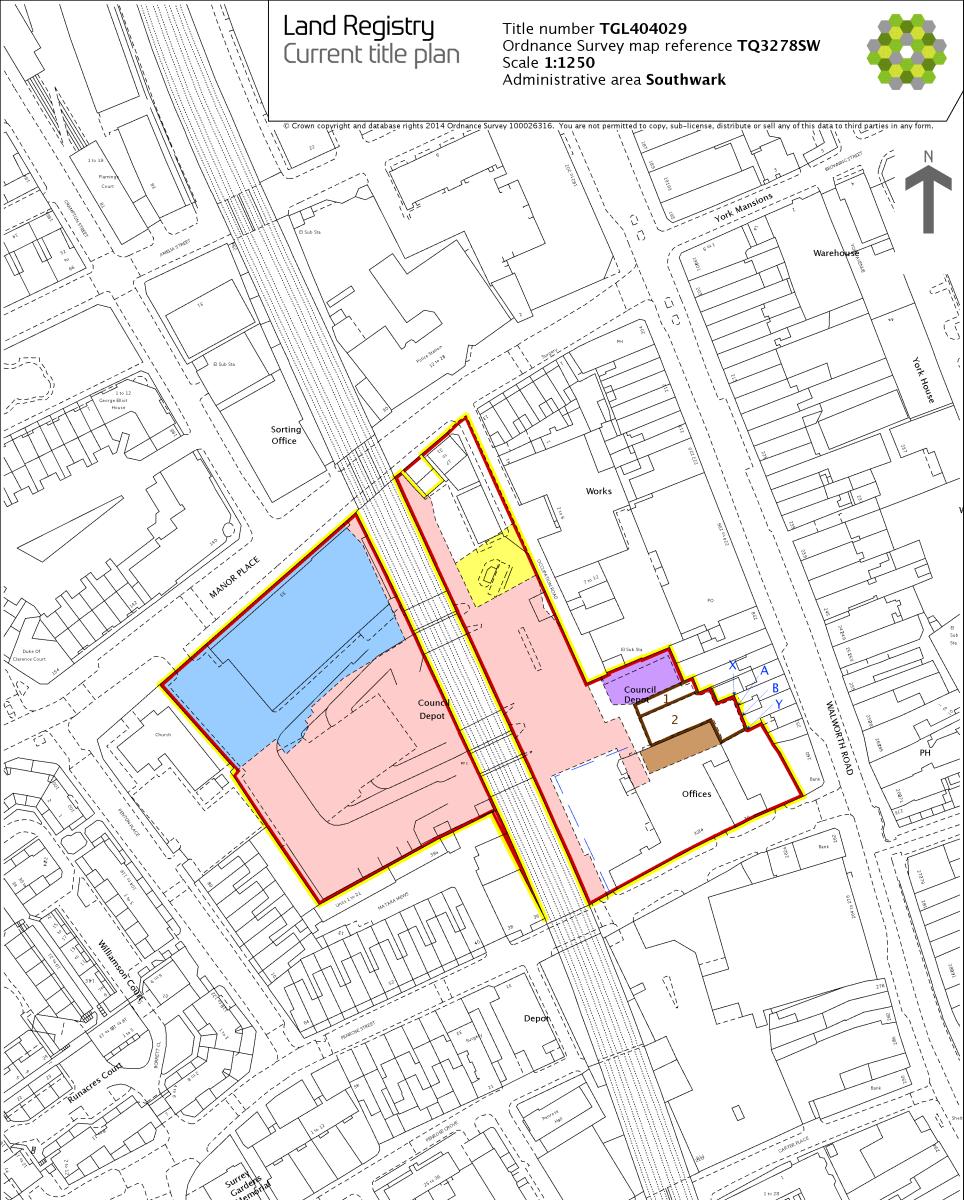
the rear additions of the properties situate at and known as 246 and 248 Walworth Road London SE17 between the points shown marked "X" and "A" and "B" and "Y" respectively on the said plan.

(e) To remove at its own expense and as soon as reasonably practicable the drain and the soil vent pipe in through or under the yard at the rear of the said land.

NOTE 1: The letters "A" and "B" referred to in the Conveyance plan was similarly shown as letters "A" and "B" on the filed plan. The plan referred to in the schedule to the conveyance is the plan annexed to the Conveyance

NOTE 2: The letters "X" and "Y" are shown "X" and "Y" on the filed plan.

End of register





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