Claim Number:

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)

Claimants

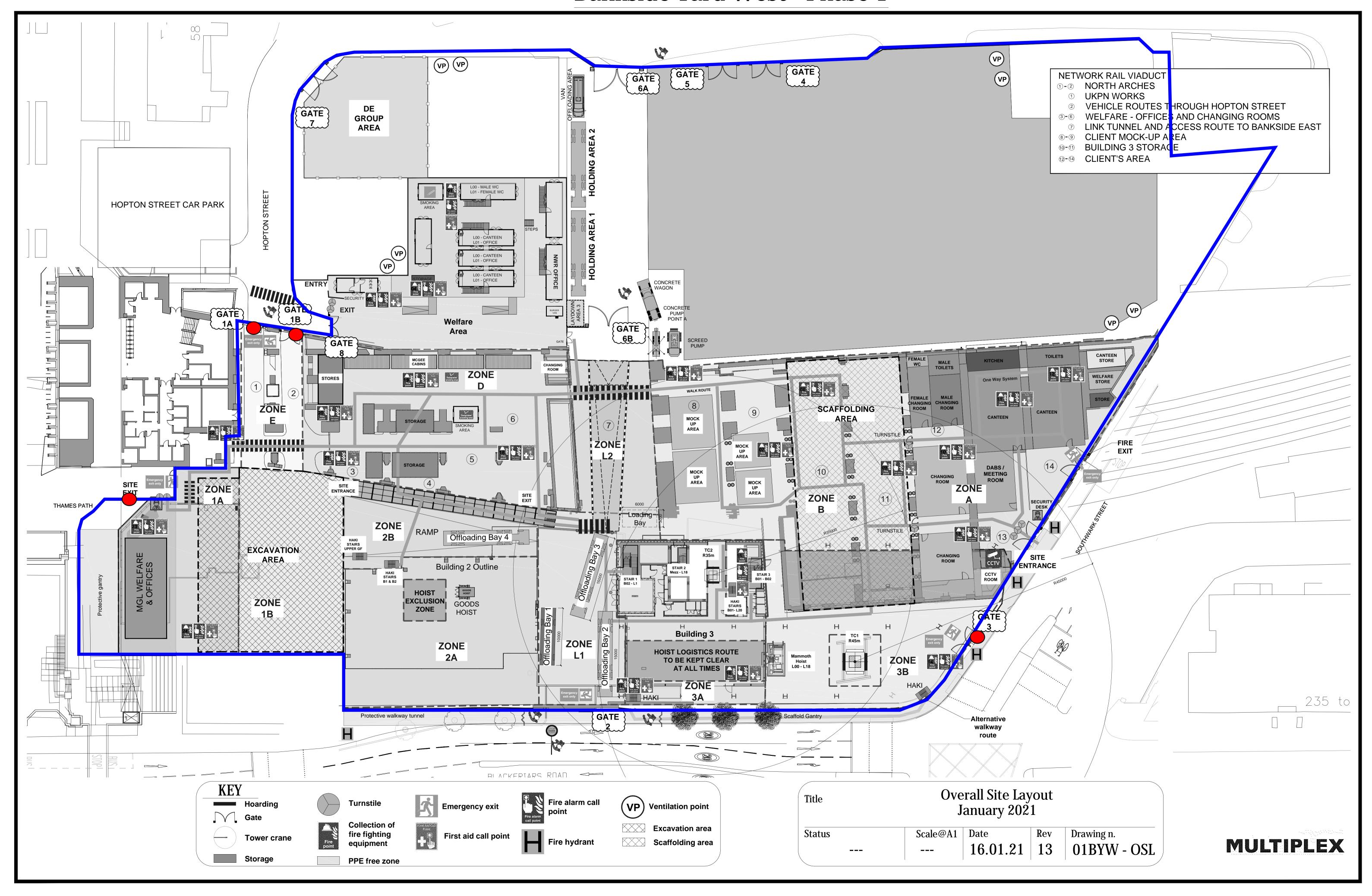
and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT THE CLAIMANTS' CONSTRUCTION SITE AT BANKSIDE YARDS WITHOUT THE CLAIMANT'S PERMISSION

| "MPW8" | |
|--------|--|

This is the exhibit marked "MPW8" referred to in the witness statement of Martin Philip Wilshire dated **25** January 2021

Bankside Yard West - Phase 1







Important Notice High Court of Justice - Claim No. QB-2020-002633

On 31 July 2020, an injunction order was made by the High Court of Justice (Claim No. QB-2020-002633) prohibiting anyone from entering on or remaining at any part of the construction site at Blackfriars Road, London SE1 9UY.

Anyone in breach of the injunction will be in contempt of court and may be imprisoned, fined or have their assets seized.

A copy of the court order, claim form, response pack, application notice, particulars of claim and witness statement(s) made in support of the application are available at www.multiplex.global/london-injunction-blackfriars-road/

Further information relating to the injunction can be obtained by contacting.

Tom Marke on 020 3829 2500 or by email tom.marke@multiplex.global

Claim Number:

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BETWEEN

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT THE CLAIMANTS' CONSTRUCTION SITE AT BANKSIDE YARDS WITHOUT THE CLAIMANT'S PERMISSION

| | <u>Defendants</u> |
|--------|-------------------|
| "MPW9" | |
| | |

This is the exhibit marked "MPW9" referred to in the witness statement of Martin Philip Wilshire dated 25 January 2021



Official copy of register of title

Title number TGL138850

Edition date 18.03.2020

- This official copy shows the entries on the register of title on 02 JUL 2020 at 13:24:41.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Jan 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

A: Property Register

This register describes the land and estate comprised in the title.

SOUTHWARK

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 48 to 62 (even) Hopton Street, Sampson House, 64 Hopton Street and 1 to 110 Falcon Point, London.
- 2 The land tinted yellow on the title plan except so much thereof as forms part of the surface and actual soil of the public highway is included in this title.
- There are excluded from this registration the mines and minerals excepted by a Conveyance of the land tinted brown on the title plan dated 27 July 1933 made between (1) The Southern Railway Company (Company) and (2) The New Zealand Meat Producers Board (Purchasers) in the following terms:-

"Excepting nevertheless and Reserving all the mines and minerals (if any) in or under the said hereditaments hereby assured and a perpetual right for the Company their successors and assigns and others authorised by them to use any drains pipes or wires (but not any drains or pipes or wires connecting with the existing water closet on the said hereditaments hereby assured) now used by the Company in or over the said hereditaments hereby assured.

The Purchasers hereby covenant with the Company that they will observe and perform the following stipulations and conditions:-

- (a) That the Company shall be under no liability for damage or injury to the hereditaments hereby assured or to the Purchasers in respect of the hereditaments hereby assured caused by the working or user of the Company's railway or the situation of the said hereditaments in relation thereto.
- (b) That no road shall be constructed on the hereditaments hereby assured in such manner as to render the Company liable as frontages.

It is hereby agreed and declared that until the expiration of such notice as is hereinafter provided or in default of such notice at the expiration of twenty one years from the sixth day of June One thousand nine hundred and thirty three the hereditaments hereby assured and coloured blue on the said plans marked "A" and "B" respectively shall remain in the occupation or subject to the present user of the Company

A: Property Register continued

or their tenants AND the Company hereby covenant with the Purchasers that during the continuance of such occupation or user as aforesaid as from the date hereof the Company will on the twenty seventh day of July One thousand nine hundred and thirty four and on the twenty seventh day of July in each subsequent year pay to the Purchasers an annual acknowledgement rent of a peppercorn (if demanded)."

NOTE: The land coloured blue above referred to is tinted brown on the title plan.

4 The Transfer of the land tinted pink on the title plan dated 30 March 1984 referred to in the Charges Register contains the following provision:-

"There is not included in this Transfer the foundations of the Arches of the Transferor's railway viaduct adjoining the Property so far as such foundations extend into or beneath the Property. The foundations so excluded are not included in the title.

The said Transfer also contains the following Agreement and $\operatorname{Declaration:}$ -

It is hereby agreed and declared that the carrying on by the Transferor of its undertaking on the Transferor's adjoining land in exercise of its powers and subject to its statutory and common law obligations shall not be deemed to be a breach of covenants for quiet enjoyment implied herein by reason of the Transferor being expressed to transfer the Property as beneficial owner nor to be in derogation of its grant."

5 (24.10.1997) By the Transfer dated 30 September 1997 referred to in the Charges Register the land was expressed to be transferred together with the following rights:-

"Together with the free running and passage of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over the Retained Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of the Retained Property."

6 (19.11.2019) A Deed dated 1 February 2017 made between (1) Sampson House Limited, (2) Oversea-Chinese Banking Corporation Limited and (3) Network Rail Infrastructure Limited relates to the release of rights to light or air as therein mentioned.

NOTE: Copy deed filed.

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 (05.08.2010) PROPRIETOR: SAMPSON HOUSE LIMITED (incorporated in Jersey) of Crestbridge, 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (05.08.2010) The price stated to have been paid on 20 July 2010 was £130,000,000.
- 3 (05.08.2010) A Transfer dated 20 July 2010 made between (1) Societe Generale and (2) CEREP Sampson House Limited contains purchaser's personal covenants.

NOTE: Copy filed.

4 (29.04.2016) RESTRICTION: No disposition of the part of the registered estate edged and numbered 1, 2, 8, 13, 17 and 18 in yellow on the supplementary plan to the title plan by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be completed by registration without a certificate signed by the

B: Proprietorship Register continued

Proprietor's conveyancer that the provisions of clause 54.3 of an agreement dated 31 March 2016 made between (1) Network Rail Infrastructure Limited (2) CEREP Ludgate House Limited and (3) CEREP Sampson House Limited have been complied with or that they do not apply to the disposition.

- 5 (03.06.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 17 May 2016 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.
- 6 (21.06.2016) The proprietor's address for service has been changed.
- (07.06.2017) RESTRICTION: No disposition of the part of the registered estate edged red on the plan attached to a Deed of Covenant dated 1 June 2017 made between (1) Sampson House Limited and (2) Network Rail Infrastructure Limited (other than a Charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of Clause 3 of a Deed of Covenant dated 1 June 2017 referred to above have been complied with or that they do not apply to the disposition.

C: Charges Register

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

The land is subject to the following rights granted by a Deed dated 13 January 1949 made between (1) John Beresford Heaton and others (The Grantors) and (2) British Electricity Authority (The Authority):-

"THE Grantors as trustees hereby grant unto the Authority full right and liberty forthwith to construct lay down maintain and use a circulating water discharge tunnel of approximately ten feet internal diameter of a strength and so jointed in every part as not to permit the escape of any water passing through the same and to be constructed by tunnelling within and under the said property of the Grantors the approximate position where is shown by two lines marked blue on the said plan and at a depth of approximately 49.94 feet below Newlyn datum level (approximately sixty seven feet below the existing ground level) together with full right and liberty to convey from the said generating station through the said tunnel such quantity of water as the Authority may desire."

The said Deed also contains the following restrictive covenant:-

"THE Grantors hereby COVENANT with the Authority for and with intent to bind themselves and their successors in title that they will not at any time hereafter do or suffer to be done upon or under the property known as Iron Wharf aforesaid any act or thing which may in any way interfere with or damage the said tunnel."

NOTE: The tunnel referred to is tinted blue on the title plan.

The land is subject to the following rights granted by a Deed dated 11 May 1949 made between (1) Victor Harold Parker (The Grantor) (2) Flower & Everett Limited (The Mortgagees) and (3) British Electricity Authority (The Authority):-

"THE Grantor as beneficial owner hereby grants and the Mortgagees as Mortgagees by the direction of the Grantor hereby surrender and release unto the Authority full right and liberty forthwith to construct lay down maintain and use a circulating water discharge tunnel of approximately ten feet internal diameter of a strength and so jointed in every part as not to permit the escape of any water passing through the same and to be constructed by tunnelling within and under the said property of the Grantor the approximate position whereof is shown by three lines marked red on the said plan and at a depth of approximately

49.94 feet below Newlyn datum level (approximately sixty five feet below the existing ground level) at the northern end and at a depth of approximately 49.14 feet below Newlyn datum level (approximately sixty seven feet below the existing ground level) at the southern end Together with full right and liberty to convey from the said generating station through the said tunnel such quantity of water as the Authority may desire."

NOTE: The tunnel marked red referred to is tinted mauve on the title plan so far as it affects the land in this title.

3 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 yellow on the supplementary plan to the title plan unless otherwise stated in the schedule of leases.

- A Transfer of the land tinted pink on the title plan dated 30 March 1984 made between (1) British Railways Board (Transferor) and (2) The Prudential Assurance Company Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land tinted pink on the title plan is subject to the following rights reserved by the Transfer dated 30 March 1984 referred to above:-

"The rights specified in the First Schedule hereto are excepted and reserved unto the Transferor in fee simple for the benefit of the Transferor's said viaduct and adjoining and neighbouring land.

THE FIRST SCHEDULE hereinbefore referred to

- (a) The free running and passing of water soil gas and electricity coming from or passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires now on over or under the Property and the right to maintain the same and to connect thereto and to any other services forming part of the Property.
- (b) The right within eighty years from the date hereof.
- (i) to fix construct place maintain and use over or under any parts of the Property upon which no buildings have been erected any sewer drain watercourses or pipe which may be necessary or convenient.
- (ii) to carry out above ground level on or from any part of the Property upon which no buildings above ground level have been erected any works which may in the opinion of the Transferor be necessary for the proper operation of the Transferor's undertaking.
- (c) The right at all reasonable times (or in case of emergency at any time) with or without vehicles plant apparatus and workmen to enter on the Property for the purpose of inspecting maintaining altering and carrying out works to the Viaduct and the foundations of the Arches thereof and other works and any adjoining property of the Transferor and of exercising the rights reserved by paragraphs (a) and (b) hereof PROVIDED that in the exercise of such rights referred to in subparagraphs (a) (b) and (c) above and (d) and (e) below the Transferor shall:-
- (i) make good any damage caused thereby to the Property
- (ii) carry out the said works in a manner which will cause the minimum possible amount of inconvenience to the Transferee and its tenants
- (iii) carry out the said works with due regard to reasonable security requirements of the Transferee or its tenants
- (iv) not carry out or permit any development to be carried out which might adversely affect the operation of any computer installed upon the Property subject nevertheless to the Transferor's right of carrying on their statutory railway undertaking on their adjoining or neighbouring

property

AND PROVIDED FURTHER that the reservations contained in sub-paragraphs (a) (b) and (c) above shall not apply to those parts of the Property actually used for computer operations

- (d) the power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Transferee may at any time hereafter be using or enjoying (other than by virtue of the express provisions of this Transfer or of any Grant or Licence in writing from the Transferor) over any adjoining land as appurtenant incident or belonging to the Property.
- (e) Full right and liberty from time to time to use their adjoining and neighbouring lands for the purposes of their railway undertaking in such manner as they may think fit and to build or execute works for operational purposes upon such lands but not so substantially as to restrict the access of light and air to the Property.
- (f) A right of way with or without vehicles at all times and for all purposes over (i) so much as is included in this Transfer of the access way leading from Hopton Street aforesaid and passing over the Property and thence through the gateway erected under the Viaduct to the entrance on the western side of the Viaduct to the Transferor's Arches under the Viaduct and to the Transferor's premises situate on the western side of the Viaduct (ii) over and along the strip of land ten feet in width immediately adjoining the Viaduct on the eastern side thereof for the purpose of inspecting maintaining and renewing the Viaduct and the piers footings abutments and foundations thereof including the right to erect scaffolding and apparatus in connection with such works."
- 6 (24.10.1997) A Transfer of the land in this title dated 30 September 1997 made between (1) The Prudential Assurance Company Limited and (2) Larchfield Investments Limited contains the following covenants:-

RESTRICTIVE COVENANTS

- "3.1 The Transferee covenants with the Transferor for the benefit of the Retained Land that the Transferee and its successors in title will not carry out or permit to be carried out any redevelopment of the Burdened Land or any part thereof
- 3.2 The Transferor covenants with the Transferee for itself and its successors in title and with the intention of binding the Retained Land and each and every part thereof that
- 3.2.1 upon receipt by the Transferor from the Transferee of the Relevant Sum the Transferor will deliver to the Transferee an absolute release of the covenant referred to in Clause 3.1 by way of a deed in such form as the Transferee shall reasonably require; and
- 3.2.2 as soon as reasonably practicable after the date hereof it will make an application to H M Registry to note the provisions of this Clause 3.2 and 3.3 on the register of the title for the Retained Land.
- 3.3 On any disposition of the Retained Land or any part thereof the Transferor covenants with the Transferee that it shall procure that any person to whom a disposition (which for the avoidance of doubt shall include (inter-alia) a sale the grant of a lease and the creation of a mortgage or charge) is made will covenant directly with the Transferee in the terms of Clause 3.2 and this Clause 3.3 PROVIDED ALWAYS THAT (and notwithstanding) any other provisions of this Clause 3) where at any time the whole of the Retained Land is not in the sole ownership of one party the Transferee shall be deemed to have made due payment of the Relevant Sum in accordance with Clause 3.2 if such payment is made to The Prudential Assurance Company Limited irrespective of whether The Prudential Assurance Company Limited then retains an interest in any part of the Retained Land.

(Calculation of the Relevant Sum)

1. Definitions

Unless the contrary intention appears the following definitions apply in this Schedule 4:

- "Index" the All Items Retail Prices Index published by the Office for National Statistics
- "A" the last monthly figure shown in the last edition of the Index published before the date hereof:
- "B" the last monthly figure shown in the last edition of the Index published one year before the Relevant Date
- "The Relevant Date" the date of payment of the Relevant sum pursuant to Clause 5.2 of this Transfer
- 2. Calculation of the Relevant Sum
- 2.1 The Relevant Sum is to be the greater of:
- 2.1.1 the sum of £100,000; and
- 2.1.2 the sum of £100,000 x B/A provided that in no circumstances shall the Relevant Sum exceed £150,000
- 2.2 If the Index ceases to be rebased after A is published but before B is published then an appropriate adjustment shall be made in the calculation to ensure that both B and A are calculated on the same basis.
- 2.3 If the Index ceases to be published then there shall be substituted in the calculation in paragraph 2.1.2 such other Index as the Transferor and Transferee shall agree as being a generally respected measure of the general increase in retail prices."
- NOTE 1: The Burdened Land is the land in this title excluding the land edged and numbered 1,2,3,5 and 8 in yellow on the supplementary plan to the title plan.
- NOTE 2: The Retained Land is the land comprised in title numbers SGL492168, SGL309286 and SGL171786.
- 7 (24.10.1997) The land is subject to the following rights reserved by the Transfer of the land in this title dated 30 September 1997 referred to above:-
 - "Subject to the exceptions and reservations set out in Part 2 of this Schedule

Part 2

Excepting and reserving to the Transferor for the benefit of the Retained Land:

- 1. In relation to the part of the Property shown edged green on the plan annexed hereto marked "Plan 2" the following rights:
- 1.1 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this part of the Property
- 1.2 of free running and passage of water soil gas and electricity through any drains watercourses pipes cables or wires now on over or under this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property provided that such exception and reservation shall not apply to those parts of this part of the Property actually used for computer operations.

- 2. In relation to the remainder of the Property:
- 2.1 the free running and passing of soil water gas and electricity coming from and passing to any other buildings or land in and through any sewer drain watercourse pipe cable or wires on under or over this part of the Property and the right to maintain the same and to connect thereto and to any drains wires pipes and other services forming part of this part of the Property
- 2.2 the right to affix construct place maintain and use over or under any parts of this part of the Property (upon which no buildings have been erected) any sewers drain watercourse or pipe which may be necessary or convenient
- 2.3 to deal as it may think fit with the Retained Property and to erect or permit to be erected upon it any buildings or structures even if they affect or diminish the light or air which may now or at any time be enjoyed by the Transferee in respect of this Property and
- 2.4 the right of support and protection for the Retained Property from this part of the Property in so far as it exists at the date hereof.

provided that whilst the Lease dated 30 March 1984 referred to in Schedule 2 subsists the rights in paragraphs 2.3 and 2.4 shall be suspended."

NOTE 1: The Retained Property is the land comprised in titles SGL492168, SGL309286 and SGL171786.

NOTE 2: The Property edged green on the plan marked "Plan 2" annexed to the Transfer is the land shown edged and numbered 1, 2, 3, 5 and 8 in yellow on the supplementary plan to the title plan.

8 (24.10.1997) A Licence dated 23 October 1997 made between (1) The Port of London Authority and (2) Larchfield Investments Limited relates to the construction of a cantilever platform and contains restrictions.

NOTE: Copy filed.

9 (06.06.2011) UNILATERAL NOTICE affecting Flat 109 Falcon Point in respect of a Notice dated 20 August 2010 served under Section 42 of the Leasehold Reform Housing and Urban Development Act 1993.

NOTE: Copy filed.

- 10 (06.06.2011) BENEFICIARY: Nicholas Landau and Vivien Cheung of Sebastians, 92 Fleet Street, London EC4Y 1PB and of gmurphy@seblaw.co.uk.
- 11 (14.04.2014) An Agreement dated 28 March 2014 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Cerep Ludgate House Limited and Cerep Sampson House Limited (3) ING Bank N.V (4) Network Rail Infrastructure Limited and (5) Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of part of the land in this title being Sampson House and adjoining land to the north.

NOTE: Copy filed under TGL62703.

- 12 (16.07.2015) UNILATERAL NOTICE affecting Flat 39 Falcon Point in respect of a notice dated 16 June 2015 served under section 13/42 of the Leasehold Reform, Housing and Urban Development Act 1993 by John Cole and Mary Marguerite Monica Cole pursuant to section 97(1) of that Act
- 13 (16.07.2015) BENEFICIARY: John Cole and Mary Marguerite Monica Cole of Withy King LLP, Midland Bridge House, Midland Bridge Road, Bath, BA2 3FP.
- 14 (03.06.2016) REGISTERED CHARGE dated 17 May 2016.
- 15 (03.06.2016) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of The Rex Building, 62 Queen Street,

London EC4R 1EB.

- 16 (21.06.2016) The proprietor of the Charge dated 17 May 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 17 (15.02.2018) UNILATERAL NOTICE affecting Flat 30 Falcon Point in respect of a notice dated 12 February 2018 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Jean Mary Vigar pursuant to section 97(1) of that Act.

NOTE: Copy filed.

- 18 (15.02.2018) BENEFICIARY: Jean Mary Vigar of 6 Clanricarde Gardens, Tunbridge Wells, Kent TN1 1PH (jrc@keenemarsland.co.uk).
- 19 (06.03.2018) An Agreement dated 21 November 2017 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

NOTE: Copy filed under TGL62703.

- 20 (23.01.2019) UNILATERAL NOTICE affecting 57 Falcon Point in respect of a notice dated 19 June 2018 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Robert Edward Wade and Monica Jane Wade pursuant to section 97(1) of that Act.
- 21 (23.01.2019) BENEFICIARY: Katy Jane Kolano of Flat 57 Falcon Point, Hopton Street, London SE1 9JB and E J Winter and Son LLP of St Laurence House, 10/12 The Forbury, Reading, Berks RG1 3EJ.
- 22 (29.01.2019) Option to purchase in favour of Network Rail Infrastructures Limited contained in an Agreement affecting the land edged and numbered 2, 3 (part of) and 4 (part of) in yellow on the title plan being the toilet block and station entrance, Hopton Street dated 31 March 2016 made between (1) Cerep Sampson House Limited and (2) Network Rail Infrastructures Limited upon the terms therein mentioned.

NOTE:-Copy filed.

23 (14.05.2019) Notice affecting 86 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Hazel Mary Tasker of Thornby, Pikes Hill Avenue, Lyndhurst, Hanpshire SE1 9JB.

NOTE: Copy filed.

24 (14.05.2019) Notice affecting 24 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Patricia Ann McGillicuddy of 24 Falcon Point, Hopton Street, London SE1 9JW.

NOTE: Copy filed.

25 (14.05.2019) Notice affecting 22 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Raymond George Rankin Kain of 22 Falcon Point, Hopton Street, London SE1 9JW.

NOTE: Copy filed.

26 (14.05.2019) Notice affecting 90 Falcon Point entered pursuant to section 97(1) of the Leasehold Reform, Housing and Urban Development Act 1993 that a notice dated 4 March 2019 has been served under section 42 of that Act by Marion Linda Kalmus of 90 Falcon Point, Hopton Street, London SE1 9JB.

NOTE: Copy filed.

27 (30.12.2019) An Agreement dated 2 December 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) The Mayor Commonalty and Citizens of the City of London pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

NOTE:-Copy filed.

28 (10.03.2020) An Agreement dated 4 March 2019 made between (1) The Mayor and Burgesses of the London Borough of Southwark (2) Ludgate House Limited and Sampson House Limited and (3) Oversea-Chinese Banking Corporation Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains variations to the Agreement dated 28 March 2014 referred to above.

NOTE:-Copy filed.

Schedule of restrictive covenants

The following are details of the covenants contained in the Transfer dated 30 March 1984 referred to in the Charges Register:-

The Transferee hereby covenants with the Transferor for the benefit of the Transferor's said viaduct and adjoining and neighbouring land to observe and perform the covenants set out in the Third Schedule hereto and with intent to bind the Transferee and its successors in title to the Property and each and every part thereof in whosesoever hands the same may come.

THE THIRD SCHEDULE hereinbefore referred to

- 1. NOT to commence any works of repair or renewal of the Property within ten feet of the said Viaduct until the Transferee has given notice to the Transferor (except in the case of emergency) who shall be entitled to give such directions as to the carrying out of the intended works and to the use of cranes scaffolding and apparatus in connection therewith as in the opinion of the Transferor's Chief Civil Engineer are reasonably necessary for the protection of the Viaduct and railway and all passengers and traffic thereon.
- 2. That no earth clay or other substance shall be excavated upon the Property and that no act shall be done thereon which may endanger the safety or stability of the Transferor's railway or property or of any neighbouring property and that no inflammable dangerous or explosive substance liquid or gas shall be stored or placed upon the Property other than fuel oils stored in proper containers and in accordance with all statutory requirements the Transferee taking all reasonable precautions against fire and explosion.
- 3. Not without the consent of the Transferor which shall not be unreasonably withheld (but may be granted subject to such requirements as the Transferor's said Engineer shall stipulate for the safety and protection of the Viaduct and the railway thereon) to carry out or to permit to be carried out any building operations or erect structures of any kind within the said ten feet strip of land immediately adjoining the Viaduct on the eastern side thereof.
- 4. Not to light or permit to suffer to be lighted the Property or any part thereof or to display or permit or suffer to be displayed lighted signs or other illuminations in such a manner or such as to cause confusion with the signals of the Transferor's railway or to be likely in the opinion of the Transferor's Chief Signal and Telecommunications Engineer (which shall not be open to question by the Transferee) to be so confused And if any lighting lighted sign or other illumination shall at any time be found to be confused with such signal or to be likely to be so confused upon request from the Transferor at once to alter the same in such a manner as to avoid such confusion or likely

Schedule of restrictive covenants continued

confusion

Schedule of notices of leases

Registration Property description Date of lease Lessee's and term title and plan ref. 23.12.1980 The Founders Arms Public 17.12.1980 1 SGL309248 House, Bankside (Basement 7 (part of) 125 years less ground (Terrace level) and 10 days from first floors) 15.12.1978 NOTE 1: The lease grants rights to use the vehicle entrance leading to the ground floor and the roads and footpaths edged and numbered 6 in yellow on the supplementary plan to the title plan, support and shelter, the right to erect a sign at the point marked X in blue on the supplementary plan to the title plan, the right to use electricity wires along the route shown by a blue broken line on the supplementary plan to the title plan, rights of entry and rights of overhang of a balcony over the land hatched brown on the supplementary plan to the title plan with rights of access over such land for the purpose of repair and maintenance of the said balcony. The lease also grants and reserves the passage of heating, water, soil, gas and electricity and rights of support.

NOTE 2: No copy of the Lease referred to is held by HM Land Registry.

2 Cable duct run 15.12.1980 9 (part of), 80 years from 10 (part of) 15.12.1978 and 11 (part

NOTE 1: The lease comprises also other land.

NOTE 2: The lease grants a right of entry over adjoining land for the purpose of installing, laying, inspecting, maintaining or removing any ducts, cables, lines, plant or other apparatus.

NOTE 3: Copy Lease filed under SGL134909.

11.01.2007 Cable Duct 24.07.1981 TGL284994 13 80 years from 15.12.1978

NOTE 1: The Lease comprises also other land.

NOTE 2: The Lease grants a right of entry for the purpose of installing, laying, inspecting, maintaining or removing the duct, cables, lines, plant or other apparatus under the land demised.

NOTE 3: Lease registered under TGL284994

14.05.1984 4 Land and Buildings on the 30.03.1984 SGL402790 99 years (less and 10 days) from SGL4 North side of Hopton Street 3 (part of), 4, 5 (part and Bankside SGL416955 of) 6, 7, 9 15.12.1978 (part of) 10,

11 (part of)

12 and 14

NOTE 1: The lease reserves rights of way, passage of running water, soil, gas and electricity, entry and other rights.

NOTE 2: The lease comprises also other land.

NOTE 3: The lease contains mutual options for renewal

NOTE 4: The lease was deemed to have been surrendered and re-granted following the grant of a lease or leases under section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993 with the effect provided for by paragraph 10 of Schedule 11 to that Act.

10.06.1987 5 land at Hopton Street, 27.02.1987 SGL485150 2 (part of) Bankside 99 years less

| Conce | Registration | Property description | Date of lease Lessee's |
|-------|----------------------------|---|---|
| | date and plan ref. | | and term title |
| | | | 11 days from 15.12.1978 |
| | NOTE: The lease mentioned | contains mutual options for r | enewal as therein |
| 6 | 22.11.2010 4 (part of) | Flat 25, Falcon Point (third floor) | 23.01.2009 TGL339444 From 23 January 2009 to 29 November 2167 |
| 7 | - | Flat 101 Falcon Point (fourth floor) | 15.10.2010 TGL341204 From and including 15 /10/2010 to and including 29/11/2167 |
| | | was made under the provisions eform, Housing and Urban Devel | |
| 8 | 12.01.2011 12 (part of) | Flat 6, Falcon Point (Third Floor) | 20.12.2010 TGL341311 From 20.12.2010 to 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 9 | 12.01.2011 12 (part of) | Flat 19, Falcon Point (Fifth Floor) | 22.12.2010 TGL341313 From 22.12.2010 to 29.09.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 10 | 12.01.2011 4 (part of) | Flat 74, Falcon Point (First Floor) | 20.12.2010 TGL341319 From 20.12.2010 to 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 11 | 12.01.2011 16 (part of) | Flat 50, Flacon Point (Fourth Floor) | 20.12.2010 TGL341320 From 20.12.2010 to 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 12 | 12.01.2011 16 (part of) | Flat 56, Falcon Point (Seventh Floor) | 22.12.2010 TGL341321 From 22.12.2010 to 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | |
| 13 | 12.01.2011 4 (part of) | Flat 110, Falcon Point (Fourth Floor) | 22.12.2010 TGL341322 From 22.12.2010 to 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 14 | 12.01.2011 4 (part of) | Flat 104, Falcon Point (First Floor) | 22.12.2010 TGL341324 From 22.12.2010 to 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | |
| 15 | 12.01.2011 | Flat 91, Falcon Point | 20.12.2010 TGL341325 |

| | Registration date and plan ref. | Property description | Date of lease Lessee's and term title |
|----|---|---|---|
| | 4 (part of) | (Fourth Floor) | From 20.12.2010 to 09.12.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 16 | 12.01.2011 16 (part of) | Flat 12, Falcon Point (First Floor) | 05.01.2011 TGL341328 From 05.01.2011 to 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 17 | 12.01.2011 4 (part of) and 6 (part of) | Flat 59, Falcon Point (Second Floor) | 22.12.2010 TGL341330 From 22.12.2010 to 29.11.2167 |
| | NOTE: The lease | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 18 | 12.01.2011 16 (part of) | Flat 33, Falcon Point (Second Floor) | 20.12.2010 TGL341327 From 20.12.2010 to 05.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | |
| 19 | 12.01.2011 4 (part of) | Flat 82, Falcon Point (Fifth Floor) | 20.12.2010 TGL341326 From 20.12.2010 to 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 20 | 15.05.2012 4 (part of) | Flat 87, Falcon Point (Second Floor) | 09.02.2012 TGL362859 From and including 9.2.2012 to and including 29.11.2167 |
| | NOTE: The lease the Leasehold Ro | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 21 | 15.10.2013 16 (part of) | Flat 42, Falcon Point (Sixth Floor) | 22.08.2013 TGL386527 From and including 22.8.2013 to and including 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 22 | 15.10.2013 4 (part of) | Flat 108, Falcon Point (Third Floor) | 22.08.2013 TGL386526 From and including 22.8.2013 to and including 29.11.2167 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or 93(4) of |
| 23 | 16.02.2015 16 (part of) | Flat 32 Falcon Point (First Floor Flat) | 10.02.2015 TGL417831 from and including 10.2.2015 until and including 28.11.2167 |
| | | lease was made under the provasehold Reform, Housing and Ur | isions of section 56 or |

| Scried | Jule of Hotices | o or leases continued | | |
|--------|---|---|--|-------------------|
| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
| 24 | 29.04.2015 4 (part of) | Flat 105 Falcon Point (second floor flat) | 11.02.2015 From 11 February 2015 expiring on 28 November 2167 | TGL417950 |
| | | was made under the provisions eform, Housing and Urban Devel | | r 93(4) of |
| 25 | 29.04.2015 6 (part of) and 4 (part of) | Flat 63 Falcon Point (fourth floor flat) | 20.02.2015 From 20 February 2015 expiring on 38 November 2167 | TGL418300 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 o | r 93(4) of |
| 26 | 26.10.2015 4 (part of) | 64 Falcon Point (fourth floor flat) | 30.09.2015 From and including 30.9.2015 to and including 29.11.2167 | TGL433650 |
| | | was made under the provisions eform, Housing and Urban Devel | | r 93(4) of |
| 27 | 16 (part of) | Flat 36, Falcon Point (Third Floor Flat) | 25.04.2016 From and including 25.4.2016 to and including 29.11.2167 | TGL447107 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 o | r 93(4) of |
| 28 | 12.05.2016 16 (part of) | Flat 41 Falcon Point (sixth floor) | 31.03.2016 From 31.3.2016 to 29.11.2167 | TGL447892 |
| | | was made under the provisions eform, Housing and Urban Devel | | r 93(4) of |
| 29 | 27.06.2016 16 (part of) | Flat 39 Falcon Point (fifth floor) | 17.06.2016 From 17.06.2016 to 03.12.2167 | TGL450582 |
| | | was made under the provisions eform, Housing and Urban Devel | | r 93(4) of |
| 30 | 28.10.2016 4 (Part of) | Flat 76, Falcon Point (second floor) | 25.10.2016 from and including 25.10.2016 to and including 29.11.2167 | TGL459206 |
| | | was made under the provisions eform, Housing and Urban Devel | | r 93(4) of |
| 31 | 15.02.2017 16 (part of) | Flat 53, Falcon Point (Sixth floor) | 03.02.2017 from and including 3.2.2017 until and including 29.11.2167 | TGL467082 |
| | | was made under the provisions m, Housing and Urban Developme | | of the |
| 32 | 18.12.2017 12 (part of): 16 (part) | Flat 29, Falcon Point (Fifth Floor Flat) | 12.12.2017 From and including 12.12.2017 until and | TGL167192 |

| | Registration date and plan ref. | Property description | | Lessee's title |
|----|--|---|--|-------------------|
| | | | including 29.11.2167 | |
| | NOTE: The lease Leasehold Refor | was made under the provisions m, Housing and Urban Developme | of 56 or 93(4) c nt Act 1993. | of the |
| 33 | 12.03.2018 16 (part of) | Flat 35, Falcon Point (Third floor) | 02.03.2018 From and including 2 March 2018 until and including 29 November 2167 | TGL496239 |
| | NOTE: The lease Leasehold Refor | was made under the provisions m, Housing and Urban Developme | of 56 or 93(4) c nt Act 1993 | of the |
| 34 | 19.03.2019 16 (part of) | Flat 30, Falcon Point (Fifth Floor) | 12.03.2019 From and including 12 March 2019 until and including 29 November 2167 | TGL521729 |
| | | was made under the provisions eform, Housing and Urban Devel | of section 56 or | 93(4) of |
| 35 | 12.08.2019 4 (part of) : 6 (part of) | Flat 57 Falcon Point (first floor) | 06.08.2019 6 August 2019 to 29 November 2167 | TGL531057 |
| | | was made under the provisions m, Housing and Urban Developme | of 56 or 93(4) c | of the |
| 36 | 18.03.2020 16 (part of) | Flat 40 Falcon Point (Fifth Floor) | 12.03.2020 From and including 12 March 2020 to and including 30 November 2167 | TGL544617 |
| | | was made under the provisions eform, Housing and Urban Devel | | 93(4) of |

End of register



Official copy of register of title

Title number TGL501998

Edition date 18.01.2019

- This official copy shows the entries on the register of title on 25 JAN 2021 at 11:34:22.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Jan 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

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

(05.06.2018) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land Beneath The Arches, Invicta Plaza, Blackfriars Road, London.

NOTE 1: The retained arches and the works and airspace above the retained arches are not included in the title.

NOTE 2: The airspace covered by and within the retained arches are included in the title.

- (05.06.2018) The mines and minerals excepted by the Lease are excluded 2 from this registration.
- 3 (05.06.2018) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

: 18 May 2018 Date

: From and including 18 May 2018 to 17 May 2268 : (1) Network Rail Infrastructure Limited Term

Parties

(2) Ludgate House Limited

- 4 (05.06.2018) The Lease prohibits or restricts alienation.
- (05.06.2018) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

NOTE: The easements granted in clause 1 of Schedule 1 are included in the title only so far as they are capable of subsisting at law and the landlord had the power to grant the same.

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 (05.06.2018) PROPRIETOR: LUDGATE HOUSE LIMITED (incorporated in Jersey) of 47, Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (05.06.2018) The price, other than rents, stated to have been paid on the grant of the lease was £9,000,000.
- 3 (18.01.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 18 December 2018 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.

C: Charges Register

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

- 1 (05.06.2018) The parts of the land affected thereby are subject to the easements granted by a lease of a cable duct dated 24 July 1981 for 80 years from 15 December 1978.
 - NOTE: Copy filed under TGL284994.
- 2 (05.06.2018) 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 (05.06.2018) The land is subject to such rights as may be subsisting in favour of the persons interested in a Charge dated 1 February 2017 made between Ludgate House Limited and Oversea-Chinese Banking Corporation Limited of the lease dated 1 February 2017 referred to in the schedule of leases hereto.
- 4 (18.01.2019) REGISTERED CHARGE dated 18 December 2018.
- 5 (18.01.2019) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) of Third Floor, The Rex Building, 62 Queen Street, London EC4R 1EB.
- 6 (18.01.2019) The proprietor of the Charge dated 18 December 2018 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---|--|---|-------------------|
| 1 | 17.02.2017 Edged and numbered 1 in blue on the title plan | land beneath Arches 1.8 Invicta Plaza | 01.02.2017 From and including 18.01.2017 to and including 28.08.2114 | TGL467215 |
| 2 | 01.02.2017 Edged and numbered 2 in blue on the title plan | land at Arches | 01.02.2017 From and including 18.01.2017 to 28.08.2114 | TGL467217 |

Title number TGL501998

End of register



Official copy of register of title

Title number TGL467215

Edition date 20.06.2018

- This official copy shows the entries on the register of title on 25 JAN 2021 at 11:34:40.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Jan 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

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

(17.02.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being land beneath Arches 1-8 Invicta Plaza, Blackfriars Road, London.

NOTE 1: The airspace covered by and within the Retained Arches is included in the title.

NOTE 2: There is excluded from this title any part of the Retained Arches and the works and airspace above the Retained Arches.

- 2 (17.02.2017) The supporting piers and foundations of the railway viaduct, any over hanging parts of the viaduct and the mines and minerals excepted by the lease are excluded from this title.
- 3 (17.02.2017) Short particulars of the lease(s) (or under-lease(s))
 under which the land is held:

Date : 1 February 2017

Term : from and including 18 January 2017 ending on 28 August

2114

Parties : (1) Network Rail Infrastructure Limited

(2) Ludgate House Limited

NOTE 1: The Existing Lease dated 8 October 1991 referred to in the above lease is that referred to in the Schedule of Leases hereto

NOTE 2: The Nightclub Lease dated 5 November 2010 referred to in the above lease is filed under TGL343181

NOTE 3: The Nightclub Lease dated 23 December 2011 referred to in the above lease is filed under TGL375760

- 4 (17.02.2017) The Lease prohibits or restricts alienation.
- 5 (17.02.2017) The land has the benefit of any legal easements granted by the registered lease dated 1 February 2017 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.

A: Property Register continued

6 (06.09.2017) 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 (17.02.2017) PROPRIETOR: Ludgate House Limited (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey, JE1 0BD.
- 2 (17.02.2017) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in TGL467216 and TGL467217 was £3,180,000.
- 3 (17.02.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 1 February 2017 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.

C: Charges Register

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

- 1 (17.02.2017) The land is subject to the lease set out in the schedule of leases hereto.
- 2 (17.02.2017) REGISTERED CHARGE dated 1 February 2017 affecting also other titles.
 - NOTE: Charge reference TGL467215.
- 3 (17.02.2017) Proprietor: Oversea-Chinese Banking Corporation Limited (incorporated in Singapore)(UK Regn. No. FC006487) of The Rex Building 62, 3rd Floor, Queen Street, London EC4R 1EB.
- 4 (17.02.2017) The proprietor of the Charge dated 1 February 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 5 (20.06.2018) UNILATERAL NOTICE affecting Arches 1-4, Invicta Plaza in respect of a pending land action for renewal of a Lease pursuant to part 2 of the Landlord and Tenant Act 1954 in the County Court at Central London (Court Reference Number E00CL831).
- 6 (20.06.2018) BENEFICIARY: A & M Leisure Limited (Co Regn No 06975509) care of Stevensdrake, FAO Ian Price, 117-119 High Street, Crawley, West Sussex, RH10 1DD (Ref: IMP/AME.151-8), DX 57104, Crawley (Ref: IMP/AME.151-8) and FAO Mark Ames, Unit 3 Deanery Court, Preston Deanery, Northampton, NN7 2DT.
- 7 (20.06.2018) UNILATERAL NOTICE affecting Arches 5, Invicta Plaza in respect of a pending land action for renewal of a Lease pursuant to part 2 of the Landland and Tenant Act 1954 in the County Court at Central London (Court Reference Number E00CL838).
- 8 (20.06.2018) BENEFICIARY: A & M Leisure Limited (Co Regn No 06975509) care of of Stevensdrake, FAO Ian Price, 117-119 High Street, Crawley, West Sussex, RH10 1DD (Ref: IMP/AME.151-8), DX57104, Crawley (Ref: IMP/AME.151-8) and FAO Mark Ames, Unit 3 Deanery Court, Preston Deanery, Northampton, NN7 2DT.

Title number TGL467215

Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---------------------------------------|---|--|-------------------|
| 1 | 17.02.2017 | Arches 1-8 Invicta Plaza, Blackfrairs Road | 08.10.1991 125 years from 29 September 1989 | TGL67283 |

End of register



Official copy of register of title

Title number TGL467217

Edition date 17.02.2017

- This official copy shows the entries on the register of title on 25 JAN 2021 at 11:35:01.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Jan 2021.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Telford Office.

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 (17.02.2017) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Land at Arches on the west side of, Hopton Street, London.

NOTE 1: The retained arches and the works and airspace above the retained arches are not included in the title.

NOTE 2: The airspace covered by and within the retained arches are included in the title.

- 2 (17.02.2017) The mines and minerals excepted by the Lease are excluded from this registration.
- 3 (17.02.2017) Short particulars of the lease(s) (or under-lease(s))
 under which the land is held:

Date : 1 February 2017

Term : Beginning on and including 18 January 2017 and ending on 28

August 2114

Parties : (1) Network Rail Infrastructure Limited

(2) Ludgate House Limited

NOTE: A copy of the Existing Lease dated 12 February 1998 referred to in the above lease is filed under TGL4186

- 4 (17.02.2017) The Lease prohibits or restricts alienation.
- 5 (17.02.2017) The land has the benefit of any legal easements granted by the registered lease dated 1 February 2017 referred to above but is subject to any rights that are reserved by the said deed and affect the registered land.

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 (17.02.2017) PROPRIETOR: Ludgate House Limited (incorporated in Jersey) of 47 Esplanade, St Helier, Jersey JE1 OBD.
- 2 (17.02.2017) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in TGL467215 and TGL467216 was £3,180,000.
- 3 (17.02.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 1 February 2017 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register.

C: Charges Register

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

- 1 (17.02.2017) 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.
- 2 (17.02.2017) REGISTERED CHARGE dated 1 February 2017 affecting also other titles.

NOTE: Charge reference TGL467215.

- 3 (17.02.2017) Proprietor: Oversea-Chinese Banking Corporation Limited (incorporated in Singapore)(UK Regn. No. FC006487) of The Rex Building 62, 3rd Floor, Queen Street, London EC4R 1EB.
- 4 (17.02.2017) The proprietor of the Charge dated 1 February 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---------------------------------------|--|---|-------------------|
| 1 | 17.02.2017 | Land at The Arches on the west side of Hopton Street | 12.02.1988 125 years from 12.2.1988 | TGL4186 |

End of register

Claim Number:

IN THE HIGH COURT OF JUSTICE

QUEEN'S BENCH DIVISION

BETWEEN

- (1) MULTIPLEX CONSTRUCTION EUROPE LIMITED
- (2) LUDGATE HOUSE LIMITED (INCORPORATED IN JERSEY)

Claimants

and

PERSONS UNKNOWN ENTERING IN OR REMAINING AT THE CLAIMANTS' CONSTRUCTION SITE AT BANKSIDE YARDS WITHOUT THE CLAIMANT'S PERMISSION

| | <u>Defendants</u> |
|---------|-------------------|
| "MPW10" | |
| | |

This is the exhibit marked "MPW10" referred to in the witness statement of Martin Philip Wilshire dated **25** January 2021

