IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

MR Justice Ritchie

BETWEEN:

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

-and-



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

Defendants

ORDER FOR AN INJUNCTION	

PENAL NOTICE

IF YOU, THE DEFENDANT, DISOBEY THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR ANY OF THEM TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANT

This Order prohibits you from doing certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible. If you disobey this Order you may be found guilty of contempt of court and you may be sent to prison or your assets seized.

You have the right to apply to the court to vary or discharge this order (which is explained below)

RECITALS

BEFORE the Hon Mr Justice Ritchie sitting at the Royal Cours of Justice, the Strand, London on 19 January 2024.

UPON the Claimants' application dated 21 December 2023.

AND UPON HEARING Counsel for the Claimants and the Defendants not appearing.

AND UPON THE COURT having regard to the Interim injunction Orders of Mr Justice Soole dated 31 July 2020; Mr Justice Bourne dated 26 January 2021; Mr Justice Stewart dated 4 March 2021; Mrs Justice Eady dated 6 May 2021; Mr Justice William Davis dated 20 July 2021; Master Dagnall dated 26 October 2021; HHJ Shanks (sitting as a High Court judge) dated 3 March 2022; and Mrs Justice Jefford dated 21 December 2023

AND UPON READING the witness statements listed in Schedule 1 to this Order.

AND UPON the First Claimant giving the undertaking to the Court set out in Schedule 2 to this Order

NOW IT IS ORDERED THAT:

THE INJUNCTION

(1) Until 20 January 2025 or further order the Defendants must not enter and climb or remain and climb, without the Claimants' consent, upon any part of the Claimants' construction site at Blackfriars Road, London SE1 9UY ("The Bankside Yards Construction Site"). The outer perimeter of the Bankside Yards Construction Site is enclosed by hoardings, fences, gateways and the structures of railway arches and bridges and the Defendants must not enter and climb within that perimeter without the Claimants' consent. The general location of the perimeter is shown edged red on the plan at Schedule 3 to this Order ("the Plan"). For the avoidance of doubt, this order does apply to the areas of The Bankside Yards Construction Site which are under and within railway arches, but does not apply to the railway land which is immediately above those railway arches. The location of the railway arches, and the railway land, is shown hatched blue on the Plan.

VARIATION OR DISCHARGE OF THIS ORDER

(2) ny party affected by this order may apply to vary or discharge this Order upon giving 48 hours' notice in writing to the Claimants' solicitors at Eversheds Sutherland (International) LLP, One Wood Street, London, EC2V 7WS (Ref: Stuart Wortley tel: 020 7919 0969; email: stuartwortley@eversheds-sutherland.com).

INTERPRETATION OF THIS ORDER

(3) A Defendant who is ordered not to do something must not do it him/herself or in any other way. He/she must not do it through another acting on his/her behalf or on his/her instructions or with his/her encouragement.

SERVICE OF THIS ORDER

- (4) Service of this Order may be effected in the manner set out in paragraphs (5) to (7) below.
- (5) By 25 January 2024, the First Claimant shall post notice of the existence of this Order substantially in the form approved by the Court ("the Notice"):-
 - (i) at all main entrances to the Bankside Yards construction site;
 - (ii) at a minimum of 10 prominent locations around the perimeter of the Bankside Yards construction site.
- (6) The Notice referred to in paragraph (5) shall include a statement that copies of this Order and the witness statements of Stuart Sherbrooke Wortley dated 21 December 2023 and 18 January 2024 may all be viewed:
 - (a) at a website the URL of which is specified in the Notice;
 - (b) at a physical location specified in the Notice,

- and may be obtained from the Claimants' Solicitor, whose contact details shall be specified in the notice.
- (7) By 25 January 2024, downloadable digital copies of the documents referred to in the Notice shall be placed on the website with the URL specified in the Notice, and hard copies of the said documents shall be kept at the physical location specified in the Notice.
- (8) Pursuant to CPR 6.15, the steps identified in paragraphs (5) to (7) shall stand as good service of the Amended Claim Form, Amended Particulars of Claim and this Order upon any person who shall, by knowingly breaching the terms of this Order, automatically become a defendant to this action.
- (9) Save as set out above, any further requirement for service of the Amended Claim Form, Amended Particulars of Claim, this Application and the evidence submitted to the Court in support of this Application are dispensed with in respect of any person who shall become a defendant to this Claim as aforesaid.
- (10) The requirement of any person to file any acknowledgment of service or defence in respect of this claim is dispensed with unless further directed by the Court.

COSTS

(11) There shall be no order as to costs on the interim injunction application.

Discontinuance

(12) If the Claimant wishes to discontinue the Claim point after the expiry of the interim injunction granted by this order, and provided that no party has been joined as a named defendant to the Claim, it may do so by filing a notice of discontinuance referring to this paragraph of this order.

COMMUNICATIONS WITH THE COURT

- (13) All communications to the Court about this Order should be sent to:
 - King's Bench Division, Royal Courts of Justice, Strand WC2A 2LL. The offices are open between 10.00 a.m. and 4.30 p.m. Monday to Friday (except Bank Holidays).
 - The telephone number is 020 7947 6000
 - The email address is <u>qbjudgeslistingoffice@justice.gov.uk</u>

SCHEDULE 1 Witness Statements

The Judge read the following Witness Statements and other evidence before making this Order:

First Witness Statement of Martin Philip Wilshire dated 27 July 2020 together with the Exhibits marked "MPW1" - "MPW7".

Second Witness Statement of Martin Philip Wilshire dated 25 January 2021 together with the Exhibits marked "MPW8" - "MPW10".

Second Witness Statement of Stuart Sherbrooke Wortley dated 23 February 2022 together with the Exhibits marked **"SSW1" - "SSW3".**

Third Witness Statement of Stuart Sherbrooke Wortley dated 21 December 2023 together with the Exhibit marked **"SSW4"**

Fourth Witness Statement of Stuart Sherbrooke Wortley dated 18 January 2024

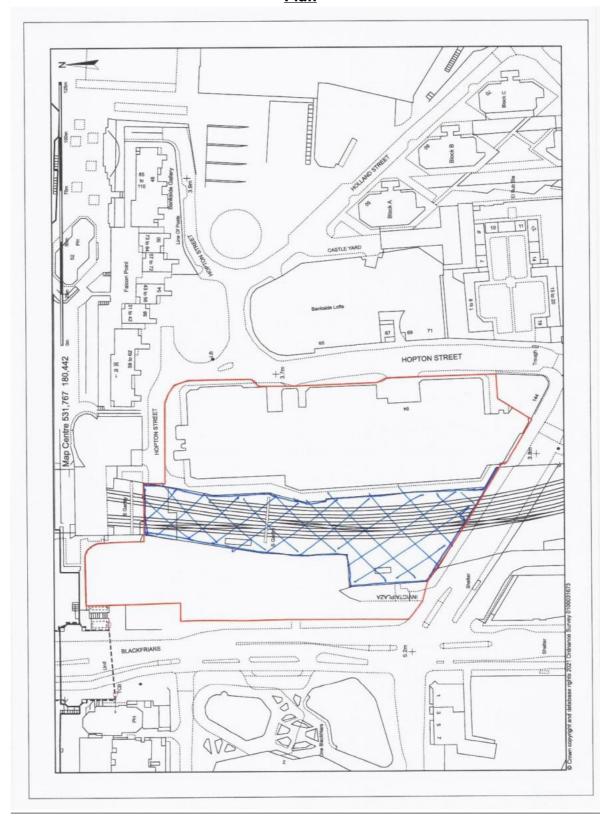
Section 10 of the application notices dated 25 January 2021, 2 March 2021, 4 May 2021, 19 July 2021, 18 August 2021, 23 February 2022 and 21 December 2023.

The Schedule of leasehold titles produced to the Court.

SCHEDULE 2 Undertaking given to the Court by the First Claimant

To pay any damages which the Defendants (or any other party served with or notified of this Order) shall sustain as a result of this injunction which the Court considers the First Claimant should pay.

SCHEDULE 3 Plan



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in ${\tt HM}$ Land Registry, which have not been completed against this title.



Official copy of register of title

Title number TGL138850

Edition date 04.05.2023

- This official copy shows the entries on the register of title on 05 JAN 2024 at 17:44:04.
- 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 17 Dec 2024.
- 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 1 to 110 Falcon Point, London.
- 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 or their tenants AND the Company hereby covenant with the Purchasers

A: Property Register continued

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.

- 7 (12.05.2022) 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.
- 8 (12.05.2022) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered TGL583150 in green on the title plan dated 10 May 2022 made between (1) Sampson House Limited and (2) The Mayor and Burgesses of the London Borough of Southwark but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under TGL583150.

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) (OE ID: OE018947) of Crestbridge, 47 Esplanade, St Helier, Jersey, JE1 OBD.
- 2 (05.08.2010) The price stated to have been paid on 20 July 2010 was £130,000,000.

B: Proprietorship Register continued

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 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.
- 7 (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.
- 8 (22.09.2022) RESTRICTION: After 31 January 2023 no disposition within section 27(2)(a), (b)(i) or (f) of the Land Registration Act 2002 is to be completed by registration unless one of the provisions in paragraph 3(2)(a)-(f) of Schedule 4A to that Act applies.

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.

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.
- 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 sub-paragraphs (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.

SCHEDULE 4

(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 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.

24 (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.

25 (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.

26 (07.01.2021) An Agreement dated 22 December 2020 made between (1) The Mayor And Burgesses Of The London Borough Of Southwark (2) Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) Bankside Quarter (Jersey) Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

NOTE: Copy filed.

27 (06.08.2021) A Deed of Variation dated 20 December 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.

Schedule of restrictive covenants continued

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 confusion.

Schedule of notices of leases

1

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
23.12.1980 7 (part of)	The Founders Arms Public House, Bankside (Basement ground (Terrace level) and first floors)	17.12.1980 125 years less 10 days from 15.12.1978	SGL309248

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.

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3 11.01.2007 Cable Duct 24.07.1981 TGL284994
13 80 years from
15.12.1978
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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

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

10 of 16

5

6

7

8

9

10

11

12

13

12.01.2011

4 (part of)

Schedule of notices of leases continued

Registration Property description Date of lease Lessee's date and term title and plan ref. 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. NOTE 5: This lease is affected by the concurrent lease dated 22 December 2021 referred to below 22.11.2010 Flat 25, Falcon Point 23.01.2009 TGI.339444 4 (part of) (third floor) From 23 January 2009 to 29 November 2167 Flat 101 Falcon Point 15.10.2010 10.01.2011 TGI,341204 (fourth floor) 7 (part of) From and including 15 /10/2010 to and including 29/11/2167 NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993. 12.01.2011 Flat 6, Falcon Point (Third 20.12.2010 TGL341311 12 (part of) Floor) From 20.12.2010 to 29.11.2167 NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993. 22.12.2010 12.01.2011 Flat 19, Falcon Point TGL341313 (Fifth Floor) 12 (part of) From 22.12.2010 to 29.09.2167 NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993. Flat 74, Falcon Point 20.12.2010 12.01.2011 TGL341319 4 (part of) (First Floor) From 20.12.2010 to 29.11.2167 NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993. Flat 50, Flacon Point 12.01.2011 20.12.2010 TGL341320 (Fourth Floor) 16 (part of) From 20.12.2010 to 29.11.2167 NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993. 12.01.2011 Flat 56, Falcon Point 22.12.2010 TGL341321 16 (part of) (Seventh Floor) From 22.12.2010 to 29.11.2167 NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993. 12.01.2011 Flat 110, Falcon Point 22.12.2010 TGI-341322 4 (part of) (Fourth Floor) From 22.12.2010 to 29.11.2167 NOTE: The lease was made under the provisions of section 56 or 93(4) of

TGL341324

22.12.2010

From

the Leasehold Reform, Housing and Urban Development Act 1993.

Flat 104, Falcon Point

(First Floor)

Ochic	adic of flotices	or icases continued	
	Registration date and plan ref.	Property description	Date of lease Lessee's and term title
			22.12.2010 to
		was made under the provisions eform, Housing and Urban Devel	
14	12.01.2011 4 (part of)	Flat 91, Falcon Point (Fourth Floor)	20.12.2010 TGL341325 From 20.12.2010 to
		was made under the provisions eform, Housing and Urban Devel	
15	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
16	12.01.2011 4 (part of) and 6 (part	Flat 59, Falcon Point (Second Floor)	22.12.2010 TGL341330 From 22.12.2010 to
		was made under the provisions eform, Housing and Urban Devel	
17	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	of section 56 or 93(4) of
18	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
19	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
		was made under the provisions eform, Housing and Urban Devel	
20	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	
21	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	
22	16.02.2015 16 (part of)	Flat 32 Falcon Point (First Floor Flat)	10.02.2015 TGL417831 from and including

00110	Registration date and plan ref.	Property description	Date of lease Lessee's and term title
			10.2.2015 until and including 28.11.2167
		lease was made under the prov asehold Reform, Housing and Ur	
23	29.04.2015 4 (part of)	Flat 105 Falcon Point (second floor flat) was made under the provisions	11.02.2015 TGL417950 From 11 February 2015 expiring on 28 November 2167
		eform, Housing and Urban Devel	
24	29.04.2015 6 (part of) and 4 (part of)	Flat 63 Falcon Point (fourth floor flat)	20.02.2015 TGL418300 From 20 February 2015 expiring on 38 November 2167
		was made under the provisions eform, Housing and Urban Devel	of section 56 or 93(4) of
25	26.10.2015 4 (part of)	64 Falcon Point (fourth floor flat)	30.09.2015 TGL433650 From and including 30.9.2015 to and including 29.11.2167
		was made under the provisions eform, Housing and Urban Devel	of section 56 or 93(4) of
26	16 (part of)	Flat 36, Falcon Point (Third Floor Flat)	25.04.2016 TGL447107 From and including 25.4.2016 to and including 29.11.2167
		was made under the provisions eform, Housing and Urban Devel	of section 56 or 93(4) of
27	12.05.2016 16 (part of)	Flat 41 Falcon Point (sixth floor)	31.03.2016 TGL447892 From 31.3.2016 to 29.11.2167
		was made under the provisions eform, Housing and Urban Devel	of section 56 or 93(4) of
28	27.06.2016 16 (part of)	Flat 39 Falcon Point (fifth floor)	17.06.2016 TGL450582 From 17.06.2016 to 03.12.2167
		was made under the provisions eform, Housing and Urban Devel	of section 56 or 93(4) of
29	28.10.2016 4 (Part of)	Flat 76, Falcon Point (second floor)	25.10.2016 TGL459206 from and including 25.10.2016 to and including 29.11.2167
		was made under the provisions eform, Housing and Urban Devel	
30	15.02.2017 16 (part of)	Flat 53, Falcon Point (Sixth floor)	03.02.2017 TGL467082 from and including 3.2.2017 until and including 29.11.2167
	NOTE: The lease	was made under the provisions	

Scried	dule of Hotices	on leases continued	
	Registration date and plan ref.	Property description	Date of lease Lessee's and term title
	_	m, Housing and Urban Developme	nt Act 1993.
31	18.12.2017 12 (part of): 16 (part)	Flat 29, Falcon Point (Fifth Floor Flat)	12.12.2017 TGL167192 From and including 12.12.2017 until and including 29.11.2167
		was made under the provisions m, Housing and Urban Developme	
32	12.03.2018 16 (part of)	Flat 35, Falcon Point (Third floor)	02.03.2018 TGL496239 From and including 2 March 2018 until and including 29 November 2167
		was made under the provisions m, Housing and Urban Developme	of 56 or 93(4) of the
33	19.03.2019 16 (part of)	Flat 30, Falcon Point (Fifth Floor)	12.03.2019 TGL521729 From and including 12 March 2019 until and including 29 November 2167
		was made under the provisions eform, Housing and Urban Devel	of section 56 or 93(4) of
34	12.08.2019 4 (part of) : 6 (part of)	Flat 57 Falcon Point (first floor)	06.08.2019 TGL531057 6 August 2019 to 29 November 2167
		was made under the provisions m, Housing and Urban Developme	of 56 or 93(4) of the
35	18.03.2020 16 (part of)	Flat 40 Falcon Point (Fifth Floor)	12.03.2020 TGL544617 From and including 12 March 2020 to and including 30 November 2167
	NOTE: The lease the Leasehold R	was made under the provisions eform, Housing and Urban Devel	of section 56 or 93(4) of
36	02.07.2020 16 (part of)	Flat 21, Falcon Point (First Floor)	22.06.2020 TGL548214 from and including 22 June 2020 until and including 29 November 2167
		was made under the provisions eform, Housing and Urban Devel	of section 56 or 93(4) of
37	02.07.2020 16 (part of) NOTE: The lease	Flat 24 Falcon Point (Second Floor Flat) was made under the provisions	22.06.2020 TGL548210 From 22 June 2020 to and including 29 November 2167 of section 56 or 93(4) of
		eform, Housing and Urban Devel	
38	03.07.2020 4 (part of)	Flat 86 Falcon Point (first floor flat)	22.06.2020 TGL548295 from 22 June 2020 until and

	Registration date and plan ref.	Property description		Date of lease and term	Lessee's title
				including 29 November 2167	
		was made under the proeform, Housing and Urba	ovisions	of section 56	
39	03.07.2020 4 (part of)	Flat 90 Falcon Point Floor)		22.06.2020 From and including 22.06.2020 to and including 29.11.2167	TGL548299
		was made under the pro eform, Housing and Urba			
40	03.07.2020 Edged and numbered 12 in yellow (part of)	Flat 22 Falcon Point Floor)		22.06.2020 From and including 22 June 2020 until and including 28 November 2167	TGL548301
		was made under the pro eform, Housing and Urba	ovisions	of section 56	
41	13.01.2022 3 (part of) and 4 (part of) in yellow NOTE: This lease lease identified	Southern Ticket Hall, Blackfriars Station e takes effect as a cond above		22.12.2021 999 years from 22 December 2021 lease in relat	
42	07.06.2022 6 (part of)	Flat 54 Falcon Point Floor)		24.05.2022 From and including 24 May 2022 to and including 29 November 2167	TGL584297
		was made under the pro eform, Housing and Urba	ovisions	of section 56	
43	12.12.2022 4 (part of)	Flat 79 Falcon Point (Fourth Floor)		28.11.2022 From and including 28 November 2022 until and including 29 November 2167	TGL594064
		was made under the proeform, Housing and Urba	ovisions	of section 56	
44	01.02.2023 16 (part of)	Flat 43 Falcon Point floor flat)		27.01.2023 From and including 27 January 2023 to and including 29 November 2167	TGL596619
		was made under the pro eform, Housing and Urba			
45	28.03.2023 4 (part of)	68 Falcon Point (Sixth Floor Flat)		27.03.2023 From and including 27 March 2023 to and including 29 November 2167	TGL599796
		was made under the pro eform, Housing and Urba			

	Registration date and plan ref.	Property descript	cion	Date of lease and term	Lessee's title
46	04.05.2023 4 (part of)	Flat 70, Falcon F (Seventh Floor)		29.03.2023 from 29 March 2023 to 29 November 2167	TGL601676
		was made under th eform, Housing and			

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

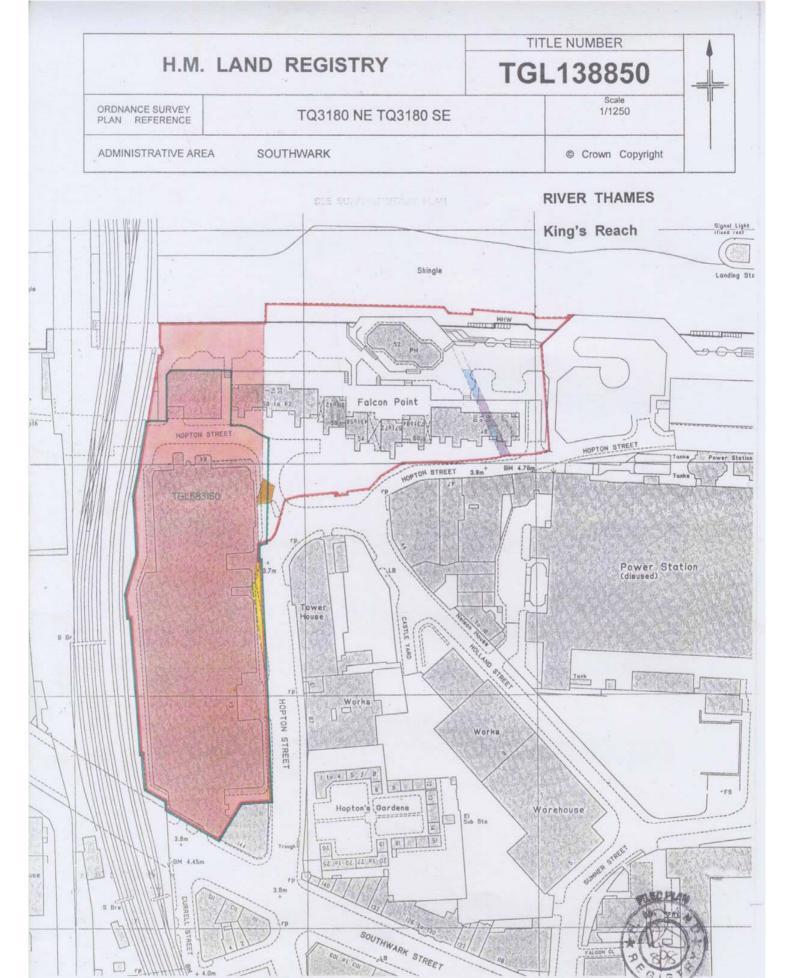
There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

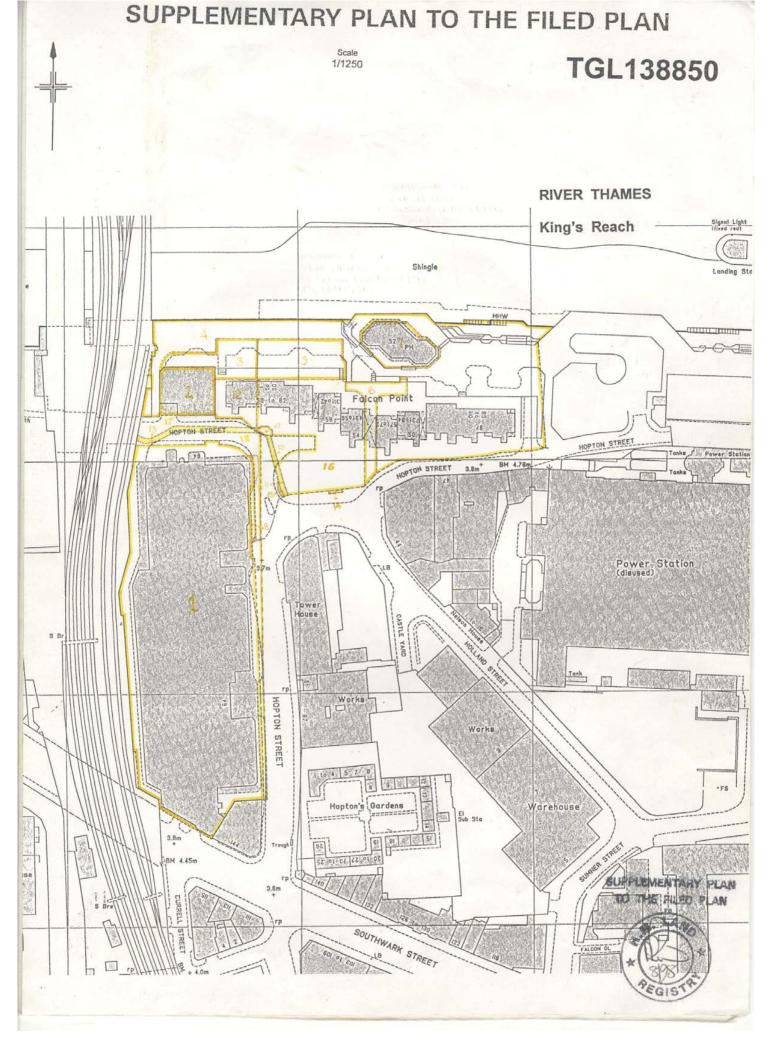
This official copy is issued on 17 December 2024 shows the state of this title plan on 05 January 2024 at 17:44:04. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number TGL583150

Edition date 05.01.2024

- This official copy shows the entries on the register of title on 17 DEC 2024 at 10:24:34.
- 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 17 Dec 2024.
- 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 Land at Hopton Street, London.
- 2 (12.05.2022) The land hatched brown 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 and other land 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 or their tenants AND the Company hereby covenant with the Purchasers

A: Property Register continued

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 as far as it affects the land in this title.

The Transfer 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 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 under TGL138850.

7 (12.05.2022) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 10 May 2022 made between (1) Sampson House Limited and (2) The Mayor and Burgesses of the London Borough of Southwark but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: Copy 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 (29.06.2023) PROPRIETOR: SAMPSON HOUSE LIMITED (incorporated in Jersey) (OE ID: OE018947) care of Native Land Ltd, Crestbridge Limited, 47 Esplanade, St Helier, Jersey, JE1 OBD.
- 2 (29.04.2016) 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 completed by registration without a certificate signed by the 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

B: Proprietorship Register continued

- (3) CEREP Sampson House Limited have been complied with or that they do not apply to the disposition.
- 3 (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.
- 4 (05.01.2024) 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 29 December 2023 in favour of Oversea-Chinese Banking Corporation Limited referred to in the Charges Register or their conveyancer.
- 5 (05.01.2024) The proprietor's address for service has been changed.

C: Charges Register

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

- A Transfer of the land in this title and other land excluding that tinted and hatched brown 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.
- The land in this title excluding the land tinted and hatched brown 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."
- 3 (24.10.1997) A Transfer of the land in this title and other land 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.

SCHEDULE 4

(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 hatched blue on the title plan.
- NOTE 2: The Retained Land is the land comprised in title numbers SGL492168, SGL309286 and SGL171786.
- 4 (24.10.1997) The land is subject to the following rights reserved by the Transfer 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 tinted pink on the title plan.
- (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.

6 (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 under TGL138850.

7 (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.

8 (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 under TGL138850.

9 (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 under TGL138850.

10 (06.08.2021) A Deed of Variation dated 20 December 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 under TGL138850.

11 (07.01.2021) An Agreement dated 22 December 2020 made between (1) The Mayor And Burgesses Of The London Borough Of Southwark (2) Sampson House Limited (3) Oversea-Chinese Banking Corporation Limited and (4) Bankside Quarter (Jersey) Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

NOTE: Copy filed under TGL138850.

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 blue on the title plan.

- 13 (05.01.2024) REGISTERED CHARGE contained in a Security Agreement dated 29 December 2023.
- 14 (05.01.2024) Proprietor: OVERSEA-CHINESE BANKING CORPORATION LIMITED (incorporated in Singapore) (UK Regn. No. FC006487) of The Rex Building, 62 Queen Street, London EC4R 1EB.
- 15 (05.01.2024) The proprietor of the Charge dated 29 December 2023 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 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

Schedule of restrictive covenants continued

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 confusion.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	11.01.2007 6	Cable Duct	24.07.1981 80 years from 15.12.1978	TGL284994

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.

2 10.06.1987 land at Hopton Street, 27.02.1987 SGL485150 2 Bankside 99 years less 11 days from 15.12.1978

NOTE: The lease contains mutual options for renewal as therein $\ensuremath{\mathsf{mentioned}}$

3 14.05.1984 Land and Buildings on the 30.03.1984 SGL402790
3 North side of Hopton Street 99 years (less and Bankside 10 days) from 15.12.1978

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

Registration Property description Date of lease Lessee's date and plan ref.

the Leasehold Reform, Housing and Urban Development Act 1993 with the effect provided for by paragraph 10 of Schedule 11 to that Act.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

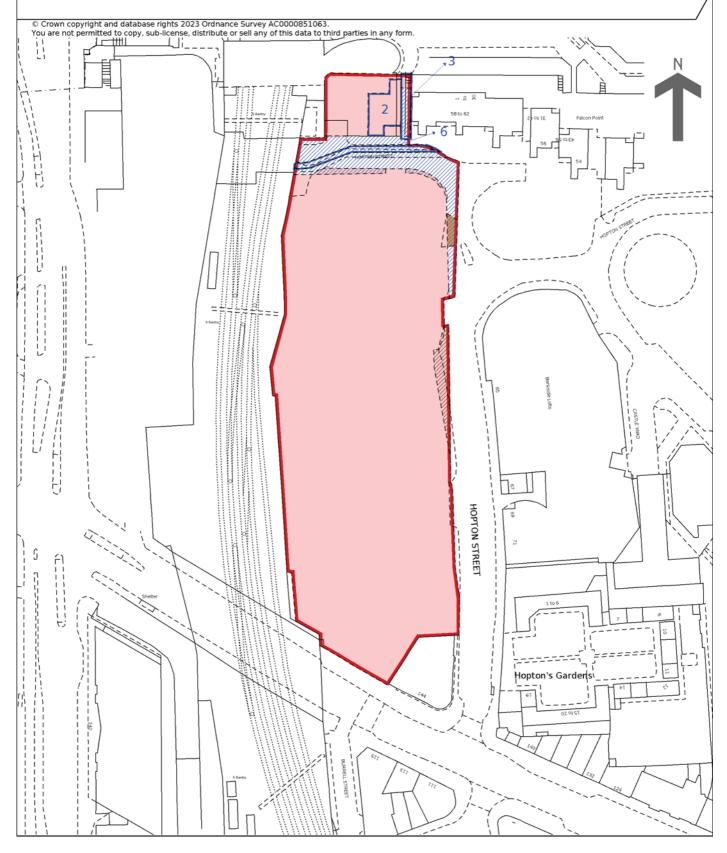
This official copy is issued on 17 December 2024 shows the state of this title plan on 17 December 2024 at 10:24:34. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground

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

HM Land Registry Official copy of title plan

Title number **TGL583150**Ordnance Survey map reference **TQ3180SE**Scale **1:1250**Administrative area **Southwark**





Important Notice High Court of Justice – Claim No QB-2020-002702

On **19 January 2024**, an injunction was made by the High Court of Justice prohibiting anyone from entering **and climbing** or remaining **and climbing** at any part of the construction site at Bankside Yards, Blackfriars Road, London SE1 9UY without the owners' permission. Anyone in breach of the injunction will be in contempt of court and may be imprisoned, fined or have their assets seized.

This means that you must not go beyond this notice and enter this construction site without permission.

If you do, you may be sent to prison or have your assets seized.

Copies of the documents listed below may be viewed at:https://www.multiplex.global/news/london-injunction-bankside-yards/

Copies may also be obtained from the Site Office or by contacting Becky Rowell of Multiplex on 07834161460 or by email Becky.Rowell@Multiplex.Global.

- Court Order dated 19 January 2024.
- · Amended Claim Form + Amended Particulars of Claim.
- Witness Statements of Martin Wilshire dated 27 July 2020 and 24 January 2021.
- Witness Statements of Stuart Wortley dated 28 February 2022, 21 December 2023 and 18
 January 2024.
- · Various other documents relating to this claim.



MULTIPLEX CONSTRUCTION EUROPE LTD Important Notice High Court of Justice – Claim No QB-2020-002702 On **19 January 2024**, an injunction was made by the High Court of Justice prohibiting anyone from entering **and climbing** or remaining **and climbing** at any part of the construction site at Bankside Yards, Blackfriars Road, London SE1 9UY without the owners' permission. Anyone in breach of the injunction will be in contempt of court and may be imprisoned, fined or have their assets seized. This means that you must not go beyond this notice and enter this construction site without permission. If you do, you may be sent to prison or have your assets seized. Copies of the documents listed below may be viewed at:https://www.multiplex.global/news/london-injunction-bankside-yards/ Copies may also be obtained from the Site Office or by contacting Becky Rowell of Multiplex on 07834161460 or by email Becky.Rowell@Multiplex.Global. Court Order dated 19 January 2024. Amended Claim Form + Amended Particulars of Claim. Witness Statements of Martin Wilshire dated 27 July 2020 and 24 January 2021. Witness Statements of Stuart Wortley dated 28 February 2022, 21 December 2023 and 18 January 2024. • Various other documents relating to this claim.



