

Title Number : SY603138

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

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

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This extract shows information current on 7 OCT 2019 at 15:29:01 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: SY603138
Address of Property	: land lying to the south of Midleton Road, Guildford
Price Stated	: Not Available
Registered Owner(s)	: LEGAL & GENERAL PROPERTY PARTNERS (LIFE FUND) LIMITED (Co. Regn. No. 06724924) and LEGAL & GENERAL PROPERTY PARTNERS (LIFE FUND) NOMINEE LIMITED (Co. Regn. No. 6829593) of One, Coleman Street, London EC2R 5AA.
Lender(s)	: None

Title number SY603138

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 7 OCT 2019 at 15:29:01. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

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

SURREY : GUILDFORD

- 1 (26.07.1973) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the south of Midleton Road, Guildford.

NOTE: The land tinted green on the title plan is not included in the title.
- 2 The land has the benefit of but is subject to the rights granted by a Deed dated 15 July 1980 made between (1) Hambro Life Assurance Limited (2) Hestair Dennis Limited (3) Hestair Property Investments Limited (4) Finance Corporation for Industry Limited and (5) Lloyds Bank Limited.

NOTE: Original filed under SY429561
- 3 The Deed dated 15 July 1980 referred to above contains a provision as to light or air.
- 4 The land has the benefit of the rights granted by the Deed dated 22 June 1990 referred to in the Charges Register.
- 5 By a Deed dated 22 June 1990 made between (1) Hestair Property Investments Limited (2) Hestair Developments Limited and (3) Energyhold Limited the rights contained in the Deed dated 15 July 1980 referred to above were varied as therein mentioned."
- 6 (09.03.2017) 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 (18.06.2010) PROPRIETOR: LEGAL & GENERAL PROPERTY PARTNERS (LIFE FUND) LIMITED (Co. Regn. No. 06724924) and LEGAL & GENERAL PROPERTY PARTNERS (LIFE FUND) NOMINEE LIMITED (Co. Regn. No. 6829593) of One, Coleman Street, London EC2R 5AA.
- 2 (08.10.2002) A Transfer dated 19 September 2002 made between (1) HSBC Bank Pension Trust (UK) Limited and Richard John Woodhams and (2) Legal & General Assurance Society Limited contains purchasers personal covenants.

NOTE: Original filed.
- 3 (08.10.2002) RESTRICTION: Except under an order of the registrar no charge by the proprietor of the land is to be registered unless a certificate signed by the secretary, a director (or an equivalent officer of the proprietor) or the solicitor for the proprietor has been furnished either (1) that such charge does not contravene the provisions of section 29 of the Insurance Companies Act 1982 or (2)

B: Proprietorship Register continued

that those provisions do not apply because, at the time of the charge, the proprietor was carrying on an insurance business in respect of which such requirements of Part 1 of Schedule 2F of that Act as are applicable have been complied with and the Secretary of State has not directed that Part II of the Act should apply to the proprietor.

- 4 (18.06.2010) The price stated to have been paid on 11 November 2009 was £10,025,000.
- 5 (18.06.2010) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

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

- 1 A Conveyance of the land tinted yellow on the title plan and other land dated 12 September 1916 made between (1) Alfred Charles Houston and William Triggs Stevenson (Vendors) (2) Drummond Brothers Limited and (3) Dennis Brothers (1913) Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted pink on the title plan and other land dated 26 March 1917 made between (1) Alfred Charles Houston and William Triggs Stevenson Turner (Vendors) and (2) Dennis Brothers (1913) Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights granted by a Transfer of the land in this title dated 27 September 1989 made between (1) Hestair Property Investments Limited (HPI) (2) Hestair Developments Limited and (3) Energyhold Limited (Transferee):-
- "The Transferee grants to HPI in fee simple full right and liberty for HPI and its successors in title the owners and occupiers for the time being of the remainder of the land comprised in the above mentioned title number ("Phase 2") or any part thereof and their respective servants and licensees (in common with the Transferee and all others having the like right) at all times hereafter and for all purposes connected with the present and every future use of Phase 2 to pass and repass with or without vehicles along the roadway hereafter during the Specified Period to be laid by the Transferee over the Property linking with Phase 2. In this clause the "Specified Period" means the period beginning with the date of this Transfer and enduring for eighty years and the period shall be the perpetuity period applicable to this Transfer.
- 4 By a Deed dated 22 June 1990 made between (1) Hestair Property Investments Limited (2) Hestair Developments Limited and (3) Energyhold Limited the rights contained in the Transfer dated 27 September 1989 referred to above were varied.

NOTE: Original filed.

- 5 The parts of the land affected thereby are subject to the following rights granted by a Transfer of an electricity substation dated 30 July 1990 made between (1) Midland Bank Pension Trust Limited (Vendor) and (2) Seeboard PLC:-

"TOGETHER with the rights and liberties set out in the First Schedule hereto such of those rights and liberties as relate to electric lines being held by Seeboard as appurtenant to its undertaking

THE FIRST SCHEDULE

(Rights Granted)

- (a) Full right and liberty for Seeboard and all persons authorised by

C: Charges Register continued

it and with or without vehicles to pass and repass at all times and for all purposes over and along the brown land the blue land and the Estate Roads and Footpaths

(b) Full right and liberty for Seeboard to open gates or doors installed in the northern boundary of the pink land outwards over the blue land

(c) Full right and liberty for Seeboard to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to adjust repair alter re-lay renew supplement inspect examine test and remove) electric lines under the brown land the yellow land and the Estate Roads and Footpaths and to break up the respective surfaces thereof so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the adjoining land."

The said Transfer also contains the following covenants by the Vendor:-

"THE Vendor hereby covenants with Seeboard as set out in the Third Schedule hereto.

THE THIRD SCHEDULE

(Covenants by the Vendor)

First Part

(a) At the Vendor's own expense and within the period of three months from the date hereof and to the specification and satisfaction of Seeboard to erect and construct brick walls at least 1.8 metres high along all the boundaries of the pink land incorporating close boarded outward opening gates in the northern boundary

Second Part

The covenants in this part of this Schedule are entered into and with the intent and so as to bind the brown land and the yellow land and every part thereof and also all land to be comprised in the above mentioned title which is within 1.5 metres of the brown land and/or the yellow land and every part thereof into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted to Seeboard.

(a) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by Seeboard in the exercise of the rights and liberties hereby granted

(b) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the brown land and/or the yellow land in such a manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to paragraph (a) of the Second Schedule hereto) nothing in this present covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the brown and and/or the yellow land which forms the site of an intended or existing road or footpath car park or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted.

(c) Without prejudice to the generality of paragraph (b) of this part of this Schedule not without the prior written consent of Seeboard to erect or permit or suffer to be erected any building or structure nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the brown land and/or the yellow land."

NOTE: The land tinted blue, the land tinted yellow and the land tinted brown referred to are edged and numbered 1 and 2 in blue, hatched blue and hatched brown respectively on the title plan. The land tinted pink referred to is the electricity substation.

C: Charges Register continued

- 6 The land is subject to the following rights granted by a Deed dated 14 February 1991 made between (1) Midland Bank Pension Trust Limited and (2) British Gas PLC:-

"The Grantor as trustee (and to the intent that the easements hereby granted shall be appurtenant to British Gas' gas undertaking and each and every part thereof) HEREBY GRANTS unto British Gas the easements to lay construct inspect maintain protect use replace remove or render unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by British Gas on its own behalf or on behalf of other persons) and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over a strip of land TWO METRES in width coloured pink for identification purposes only on plan 'A' annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of and for the purpose of the said works and of any duly authorised works of British Gas contiguous therewith and over the roads and footpaths on the said land and any other parts of the said land immediately adjacent to the said strip of land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto British Gas in fee simple."

The said Deed also contains the following covenants by the Grantor:-

"THE Grantor (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) HEREBY COVENANTS with British Gas as follows:-

(1) The Grantor shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury.

(ii) The Grantor shall not without the prior consent in writing of British Gas make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by British Gas or so as to lessen or in any way interfere with the support affording to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works.

(iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land

PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of British Gas or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid."

NOTE: The strip of land coloured pink referred to above is hatched mauve on the title plan.

- 7 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.

- 8 (20.11.2018) The land is subject to the easements granted by a lease of Unit 10 dated 25 October 2018 made between Legal & General Property Partners (Life Fund) Limited, Legal & General Property Partners (Life Fund) Nominee Limited and Atos IT Services UK Limited for a term of years from 26 March 2018 and ending on 28 September 2023.

NOTE: Copy filed.

Schedule of restrictive covenants

Title number SY603138

- 1 The following are details of the covenants contained in the Conveyance dated 12 September 1916 referred to in the Charges Register:-

"AND the Purchasers their successors and assigns hereby covenant with the Vendors their heirs executors administrators and assigns and so that this covenant shall so far as is practicable be enforceable by the Owners for the time being of the Vendors' Woodbridge Estate that the Purchasers and the persons deriving title under them will henceforth at all times hereafter observe and perform the stipulations and restrictions contained in the Schedule hereto PROVIDED always that the Purchasers or other the owners for the time being of the premises hereby conveyed shall as regards the Stipulations and restrictions be liable only in respect of any breaches of the covenant which occur while they shall be the owners of the land in respect of which such breach occurs.

THE SCHEDULE above referred to

The said land or any part or parts thereof shall not be used for brick making or burning or as a brickyard or for any obnoxious or offensive trade or business and no buildings to be erected on the said land shall be used for the purpose of a retail shop but nothing herein contained is to prevent the land being used for the extension of the Purchasers factories."

- 2 The following are details of the covenants contained in the Conveyance dated 26 March 1917 referred to in the Charges Register:-

"THE Purchasers their successors and assigns hereby covenant with the Vendors their heirs executors administrators and assigns and so that this covenant shall so far as is practicable be enforceable by the owners for the time being of the Vendors Woodbridge Estate that the Purchasers and the persons deriving title under them will at all times hereafter observe and perform the stipulations and restrictions in the Schedule hereto PROVIDED ALWAYS that the Purchasers or other the owners for the time being of the premises hereby conveyed shall as regards the stipulations and restrictions be liable only in respect of any breaches of the covenant which occur while they shall be the owners of the land in respect of which such breach occurs.

THE SCHEDULE

No buildings to be erected on the land or on any part thereof shall at any time be used for the purpose of retail shops.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	26.05.1994 edged and numbered 7 in brown	Unit 4, Guildford Industrial Estate	26.04.1994 From 25.3.1994 to 24.3.2016	SY643743
2	29.04.2008 edged and numbered 3 in brown	Unit 10 Guildford Industrial Estate	25.03.2008 10 years from 25.3.2008	SY772269
3	25.04.2016 Edged and numbered 5 in brown	Unit 6, Guildford Industrial Estate	21.03.2016 10 years from and including 22.3.2016 to and including 21.3.2026	SY835755
4	12.12.2016 edged and numbered 4 in brown	Unit 7 Guildford Industrial Estate	02.12.2016 10 years from 2.12.2016	SY841593
5	10.01.2017 Edged and	Unit 9 Guildford Industrial Estate	16.12.2016 10 years from	SY842288

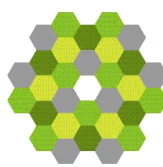
Schedule of notices of leases continued

	Registration date and plan ref. numbered 2 in brown	Property description	Date of lease and term	Lessee's title
			19.12.2016	
6	19.01.2017 Edged and numbered 6 in brown (part of)	Unit 5 Guildford Industrial Estate	20.12.2016 From 20.12.2016 to 19.12.2026	SY842558
7	08.03.2017 edged and numbered 1 in brown	Unit 8 Guildford Industrial Estate	06.03.2017 10 years from 26.11.2016	SY843721
8	22.02.2018 edged and numbered 8 in brown	Units 2 and 3 Guildford Industrial Estate	07.02.2018 10 years from and including 7 February 2018 to and including 6 February 2028	SY851545
9	20.09.2019 edged and numbered 9 in brown	Unit 1 Guildford Industrial Estate	13.09.2019 10 years commencing on and including 13 September 2019 and expiring on and including 12 September 2029	SY865331

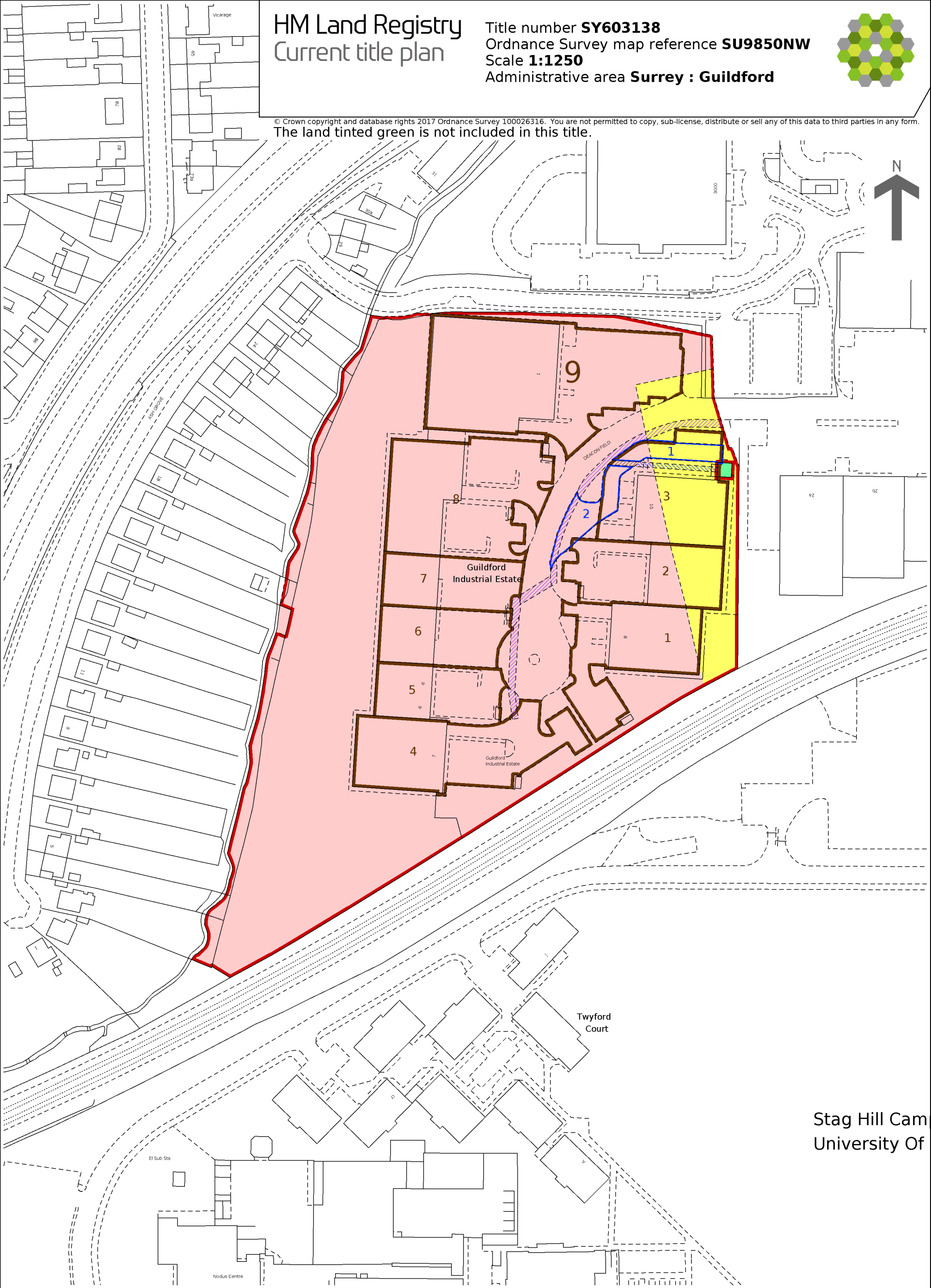
End of register

HM Land Registry Current title plan

Title number **SY603138**
Ordnance Survey map reference **SU9850NW**
Scale **1:1250**
Administrative area **Surrey : Guildford**



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The land tinted green is not included in this title.



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