

Title Number : K704464

This title is dealt with by HM Land Registry, Nottingham 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 25 MAY 2018 at 13:18:50 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	: K704464
Address of Property	: Ashford Airport, Lympne, Hythe
Price Stated	: £7,500,000 plus VAT of £1,500,000
Registered Owner(s)	: HOMES AND COMMUNITIES AGENCY of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH.
Lender(s)	: None

Title number K704464

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 25 MAY 2018 at 13:18:50. 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.

KENT : SHEPWAY

- 1 (02.01.1957) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Ashford Airport, Lympne, Hythe.
- 2 The land has the benefit of the right to retain three obstruction lights in the approximate positions indicated by the letter X in blue on the filed plan and the electricity cables leading thereto and to enter the adjoining land for the purpose of inspecting repairing maintaining and replacing the same.
- 3 Where the Transfers dated 28 January 1983, 28 September 1987 and 29 September 1987 referred to in the Charges Register include parts of the estate roads and accessways rights of way are reserved thereover.
- 4 A Conveyance dated 19 March 1956 made between (1) The Minister of Transport and Civil Aviation and (2) Hugh Phipps Hornby Champneys contains a declaration that no rights should be deemed to be granted or implied over that portion of Otterpool Lane which is bounded on the east side by the land in this title.
- 5 The land has the benefit of the following rights reserved by the Transfer dated 28 January 1983 referred to in the Charges Register:-

EXCEPT AND RESERVED unto the Transferor its successors in title its and their Tenants and occupiers of the land and premises comprised in the above mentioned title (hereinafter called "the Retained Premises") the following rights:-

(a) to make connections to and use all pipes wires drains channels gutters sewers and culverts which are now or may within eighty years of the date hereof (hereinafter called "the Perpetuity Period") be in upon or over the property and are capable of serving the retained premises and to enter on the property upon giving seven days prior notice in writing of such intention (except in case of emergency) with or without workmen plant or machinery for the purpose of repairing maintaining replacing or renewing any of the same and making good to the reasonable satisfaction of the Transferee any damage caused by the exercising of such right

(b) to take a supply of electricity from the sub-station being part of the property through such of the wires cables and ancillary apparatus as now or may within the Perpetuity Period be in on or under the property and for the same purpose to install such wires cables and ancillary apparatus as may be necessary and with or without workmen plant and machinery to enter upon the property giving seven days prior notice in writing of such intention (except in case of emergency) for that purpose and for the purpose of repairing maintaining or renewing the same giving seven days prior notice in writing of such intention (except in case of emergency)

(c) to enter upon the property with or without workmen plant and machinery for the purpose of laying such pipes or drains as may be necessary for the discharge of surface water from the Retained Premises through the property to the watercourse culvert or pipe in the approximate position indicated by a blue broken line on the filed plan for Title No. K48879 and the right to enter upon the property for the

A: Property Register continued

purpose of installing repairing maintaining or replacing any such pipes or drains PROVIDED THAT in exercising such right reasonable notice in writing shall be given to the Transferee and the Transferor will not interfere with any buildings on the land and will restore and make good the land to the reasonable satisfaction of the Transferee and make good any damage caused by the exercise of such right

(d) to take a supply of water from and through any water pipes which are now or shall within the Perpetuity Period be in on or under the property and to install such new pipes and apparatus as may be necessary for the purpose of providing a supply of water to the Retained Premises and to enter upon the Property with or without workmen plant and machinery for that purpose and for the purpose of repairing maintaining or renewing any such pipes or apparatus PROVIDED THAT in exercising such right reasonable notice in writing shall be given to the Transferee and the Transferor will not interfere with any buildings on the land and will restore and make good the land to the reasonable satisfaction of the Transferee and make good any damage caused by the exercise of such rights."

6 The land has the benefit of the following rights reserved by the Transfer dated 29 September 1987 referred to in the Charges Register:-

"SUBJECT TO the exceptions and reservations in favour of Cheldale and its tenants and successors in title the owners and occupiers of Cheldale's adjoining and contiguous land ("the Retained Land") set out in the Second Schedule hereto

THE SECOND SCHEDULE

(Rights Reserved to Cheldale)

(1) To make connections to and use all pipes wires drains channels gutters sewers and culverts which are now or may within eighty years of the date of completion (hereinafter called "the perpetuity period") be in upon or over the Property and are capable of serving the Retained Land to enter on the Property upon giving seven days prior notice in writing of such intention (except in case of emergency) with or without workmen plant or machinery for the purpose of repairing maintaining replacing or renewing any of the same and making good to the reasonable satisfaction of Larchimage any damage caused by the exercising of such right

(2) To take a supply of electricity through such of the wires cables and ancillary apparatus which are now or shall within the perpetuity period be in on or under the Property and for the same purpose to install such wires cables and ancillary apparatus as may be necessary and with or without workmen plant and machinery to enter upon the Property giving seven days prior notice in writing of such intention (except in case of emergency) for that purpose and for the purpose of repairing maintaining or renewing the same

(3) To enter upon the Property with or without workmen plant and machinery for the purpose of laying such pipes or drains as may be necessary for the discharge of surface water or foul water from the Retained Land through the Property and the right to enter upon the property for the purpose of installing repairing maintaining or replacing any such pipes or drains PROVIDED THAT in exercising such right reasonable notice in writing shall be given to the Larchimage and Cheldale will restore and make good the property to the reasonable satisfaction of the Larchimage and make good any damage caused by the exercise of such right

(4) To take a supply of water from and through any water pipes which are now or shall within the perpetuity period be in on or under the Property and to install such new pipes and apparatus as may be necessary for the purpose of providing a supply of water to the Retained Land and to enter upon the property with or without workmen plant and machinery for that purpose and for the purpose of repairing maintaining or renewing any such pipes or apparatus PROVIDED THAT in exercising such right reasonable notice in writing shall be given to Larchimage and Cheldale will restore and make good the land to the reasonable satisfaction of Larchimage and make good any damage caused

A: Property Register continued

by the exercise of such right.

(5)

(6) To support and shelter and protection for Retained Land as at present or within the perpetuity period shall be enjoyed from the property.

(7) To enter at all reasonable times on not less than seven days notice in writing (except in case of emergency) upon the Property with or without appliances and workmen and others and to erect scaffolding thereon as necessary as often as may properly be necessary in connection with the rights hereby reserved and the right to carry out all necessary works the persons exercising such rights making good all damage thereby occasioned."

7 (06.12.1994) 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 The land has the benefit of the following rights reserved by a Transfer of the land adjoining the northern boundary of the land in this title dated 10 October 1991 made between (1) Phides Estates (Overseas) Limited (Transferor) and (2) Stannifer Limited (Transferee):-

"(Rights excepted and reserved)

1. A right of free and uninterrupted passage and running of water gas sewerage electricity or other services through the sewers drains watercourses pipes wires and other conducting media ("the Conduits") which are now or may at any time during the period of eighty years of the date of this transfer ("the Perpetuity Period") be in under over the Property and the right to enter onto the Property with or without workmen plant and machinery for the purposes of:-

1.1 inspecting repairing renewing replacing cleansing or maintaining the Conduits

1.2 laying or connecting into the Conduits

provided that such person exercising such right makes good any damage caused to the Property.

2. A right of support for the Retained Land and all buildings on it from the Property

3. A right to erect any building or structure on the Retained Land notwithstanding that it may diminish the access of light and air enjoyed by the property and to deal with the Retained Land as the Transferor shall think fit.

4. A right to enter onto the Property for the purpose of carrying out at the Transferors own expense any landscaping on the Property which may be required by the local planning authority in connection with any development on the Retained Land."

9 (18.07.1997) The land has the benefit of the following rights reserved by the Transfer dated 22 May 1997 referred to in the Charges Register:-

"EXCEPTING AND RESERVING to the Transferor and the owners and occupiers for the time being of the retained land shown edged green on Plan 2 annexed hereto ("the Retained Land") the rights and easements specified in the Third Schedule

THE THIRD SCHEDULE

(Rights excepted and reserved)

1. A right of free and uninterrupted passage and running of water, foul and surface drainage, electricity or other services through the Conduits which are now or may at any time during the Perpetuity Period be in, under or over the Property and the right to enter onto the Property (after giving reasonable notice except in cases of emergency)

A: Property Register continued

when no notice need be given) with or without workmen, plant and machinery for the purpose of:

1.1 inspecting, repairing, renewing, replacing, cleansing or maintaining the Conduits.

1.2 laying or connecting into the Conduits or (for the benefit only of land lying to the South of the Property and being part of the Retained Land) the cesspool shown marked on Plan D1 annexed hereto ("the Cesspool").

PROVIDED THAT such person or persons exercising such right causes as little inconvenience and damage as possible in the exercise of such rights and makes good any damage caused to the Property.

2. A right to use the Cesspool for the benefit only of land lying to the South of the Property and being part of the Retained Land.

3. A right to erect any building or structure on the Retained Land notwithstanding that it may diminish the access of light and air enjoyed by the Property and to deal with the Retained Land as the Transferor shall think fit (but not so as to derogate from the right herein expressly granted to the Transferee).

4. A right to connect into the transformer on the Property."

-NOTE: Original Plans filed under K775199.

10 (24.09.1999) The land edged and lettered X in green on the filed plan has been removed from the title and registration annulled.

11 (02.05.2001) The land has the benefit of the following rights reserved by the Transfer dated 16 March 2001 referred to in the Charges Register:-

"excepting and reserving to the Transferor and the owners and occupiers for the time being of the retained land shown edged green on Plan 2 annexed hereto (the "Retained Land") the rights and easements specified in the Second Schedule

SECOND SCHEDULE

(Rights excepted and reserved)

1. A right of free and uninterrupted passage and running of water, foul and surface drainage, electricity or other services through the Conduits which are now or may at any time during the Perpetuity Period be in, under or over the Property and the right to enter onto the Property (after giving reasonable notice except in cases of emergency when no notice need be given) with or without workmen, plant and machinery for the purpose of:

1.1 inspecting, repairing, renewing, replacing, cleansing or maintaining the Conduits;

1.2 laying or connecting into the Conduits or (for the benefit only of land lying to the South of the Property and being part of the Retained Land).

Provided that such person or persons exercising such right causes as little inconvenience and damage as possible in the exercise of such rights and makes good as soon as possible any damage caused to the Property to the reasonable satisfaction of the Transferee.

2. A right to erect any building or structure on the Retained Land notwithstanding that it may diminish the access of light and air enjoyed by the Property and to deal with the Retained Land as the Transferor shall think fit (but not so as to derogate from the right herein expressly granted to the Transferee).

3. A right to retain an advertising sign on the western boundary of the Property for a period of three years from the date hereof and a right upon prior arrangement with the Transferee to enter upon the

A: Property Register continued

Property to repair, maintain or renew the sign subject to making good any damage caused as soon as possible to the reasonable satisfaction of the Transferee."

-NOTE: Copy plan filed.

- 12 (02.01.2003) The land has the benefit of the following rights reserved by the Transfer dated 6 December 2002 referred to in the Charges Register:

"excepting and reserving to the Transferor and the owners and occupiers for the time being of the retained land shown edged green on Plan 2 annexed hereto (the "Retained Land") the rights and easements specified in the Second Schedule to this Transfer

SECOND SCHEDULE

(Rights excepted and reserved)

1. A right of free and uninterrupted passage and running of water, foul and surface drainage, electricity or other services through the Conduits which are now or may at any time during the Perpetuity Period be in, under or over the Property and the right to enter onto the Property (after giving reasonable notice except in cases of emergency when no notice need be given) with or without workmen, plant and machinery for the purposes of:

1.1 inspecting, repairing, renewing, replacing, cleansing or maintaining the Conduits;

1.2 laying or connecting into the Conduits or (for the benefit only of land lying to the South of the Property and being part of the Retained Land).

Provided that such person or persons exercising such right causes as little inconvenience and damage as possible in the exercise of such rights and makes good as soon as possible any damage caused to the Property to the reasonable satisfaction of the Transferee.

2. A right to erect any building or structure on the Retained Land notwithstanding that it may diminish the access of light and air enjoyed by the Property and to deal with the Retained Land as the Transferor shall think fit (but not so as to derogate from the right herein expressly granted to the Transferee)

3. A right to require the land coloured yellow on Plan 1 to be used to facilitate the construction of the Estate Road or as a visibility splay.

4. A right for the Transferor to construct at no cost to the Transferee a new access off Otterpool Lane or to alter the location of the internal Estate Road at any time provided that the Transferee has access at all times from the Property to the public highway."

- 13 (06.11.2006) The edged and numbered 3 in mauve and brown hatching on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

- 14 (21.04.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered K938947 in green on the title plan dated 27 March 2008 made between (1) Phides Estates (Overseas) Limited and (2) Valad & Benchmark Estates Limited.

-NOTE: Copy filed under K938947.

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 (21.03.2018) PROPRIETOR: HOMES AND COMMUNITIES AGENCY of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH.
- 2 (21.04.2008) RESTRICTION: No disposition of the registered estate edged red and hatched red on Plan 4 to the Transfer dated 27 March 2008 referred to in the Property Register (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed on behalf of Phides Estates (Overseas) Limited care of CMS Cameron McKenna Nabarro Olswang LLP of Cannon Place, 78 Cannon Street, London EC4N 6AF by its solicitor that the provisions of clause 2 of the Fourth Schedule to the said Transfer have been complied with.
- 3 (20.01.2015) The address for service of Nabarro LLP named in the restriction entry above has been changed.
- 4 (17.11.2017) The address for service of CMS Cameron McKenna Nabarro Olswang LLP named in the restriction entry above has been changed.
- 5 (21.03.2018) The price stated to have been paid on 16 February 2018 for the land in this title and in K712970 was £7,500,000 plus VAT of £1,500,000.
- 6 (21.03.2018) A Transfer of the land in this title and other land dated 16 February 2018 made between (1) Phides Estates (Overseas) Limited and (2) Homes and Communities Agency contains purchaser's personal covenants.

-NOTE: Copy filed.

C: Charges Register

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

- 1 The estate roads and accessways are subject to rights of way.
- 2 The land is subject to rights of drainage and rights in respect of water gas electricity and other services.
- 3 The land tinted blue on the filed plan is subject to the following rights reserved by a Conveyance dated 19 March 1956 made between (1) Joseph Michael Beecham, Frederick Thomas Brockes, Gwyn Lennox Tuckett and Eric William Roberts Ellis (Conveying parties) and (2) Skyways Limited (Purchaser):-

"Except and reserved unto the conveying parties and their successors in title and all persons authorised by them a full and free right of way (in common with the Purchaser and its successors in title and all persons authorised by it or them) at all times and for all purposes with or without animals and vehicles of any nature over and along the track or roadway coloured yellow on the said plan."

NOTE: The roadway coloured yellow is the land tinted blue on the filed plan.
- 4 The parts of the land affected thereby are subject to the following rights granted by a Transfer of land lying to the west of the land in this title dated 28 January 1983 made between (1) Cheldale Limited (Transferor) and (2) South Coast Welders Limited (Transferee):-

"TOGETHER WITH the right for the Transferee and its successors in title to use with or without vehicles

(a) when constructed by the Transferor (but at the expense of the

C: Charges Register continued

Transferee) a new accessway (in the approximate position shown coloured yellow on the plan hereto) leading from the north east corner of the property to the private road lying within and serving the Retained Premises and

(b) that part of such private road as is shown coloured brown on the plan hereto as a means of access to and egress from Otterpool Lane.

SUBJECT in each case to the Transferee and its successors in title comply with such rules and regulations as the Transferor and its successors in title to the Retained Premises may from time to time impose in relation to the use of the said accessway and road SAVE IT IS HEREBY AGREED that the Transferee shall not be liable to contribute to the upkeep maintenance or renewal of the same."

NOTE: The land coloured yellow and brown referred to is tinted pink and tinted yellow respectively on the filed plan so far as it affects the land in this title.

- 5 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 18 October 1984 made between (1) Cheldale Limited (Grantor) and (2) The South Eastern Electricity Board (Board):-

FULL RIGHT AND LIBERTY for the Board and its successors in title to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter re-lay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating covering tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents) under the land coloured yellow (hereinafter referred to as "the yellow land") on the Plan No. EKS 30224 annexed hereto including (but not so as to limit the generality of the foregoing grant) through the ducts hereinafter referred to TOGETHER WITH FULL RIGHT AND LIBERTY to break up the surface of the yellow land 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 Property."

The said Deed also contains the following covenant:-

"THE Grantor hereby covenants with the Board with the intent and so as to bind the yellow land and every part thereof and every part of the Property which lies within 1.5 metres of the yellow land into whosoever hands the same respectively may come (but not as regards the parts of the yellow land and land within 1.5 metres thereof which are comprised in the said leasehold Title numbers K543697 and K559464 during the term of the registered lease) and to benefit and protect the rights and liberties hereby granted as follows:-

(i) 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 the Board in the exercise of the rights and liberties hereby granted or the ducts laid in the positions marked on the said plan

(ii) Not to alter or permit or suffer to be altered the existing level or nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of 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 or access to each end of the said ducts impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that nothing in this covenant contained shall prevent the laying of an appropriate surface on any part of the yellow land as forms the site of an intended road or footpath or other way or the resurfacing with like material to that existing at the date hereof of any other part of the yellow land.

(iii) Without prejudice to the generality of the foregoing not to erect or permit or suffer to be erected any building or structure (other than

C: Charges Register continued

such as are shown on the said plan) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the yellow land."

NOTE: The yellow land referred to is hatched blue on the filed plan so far as it affects the land in this title.

- 6 The parts of the land affected thereby are subject to the following rights granted by the Lease of an electricity substation dated 2 January 1986 referred to in the Schedule of Leases hereto for the term demised thereby.

Firstly full right and liberty for the Board and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes over and along the blue land.

Secondly Full right and liberty for the Board to lay to maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time repair alter re-lay renew supplement inspect examine test and remove) electric lines under the yellow land including (but not so as to limit the generality of the foregoing grant) through the ducts therefor and to break up the surface 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 of the Lessor."

NOTE: The yellow land referred to does not affect the land in this title. The blue land is edged and numbered 2 in mauve on the filed plan so far as it falls within the land remaining in this title.

- 7 The parts of the land affected thereby are subject to the following rights granted by a Transfer of land lying to the west of the land in this title dated 28 September 1987 made between (1) Cheldale Limited (Vendor) and (2) The South Eastern Electricity Board (Board):-

"TOGETHER with the rights and liberties set out in the First Schedule hereto

THE FIRST SCHEDULE

(Rights granted)

(a) Full right and liberty for the Board and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes properly associated with or arising out of the use of the pink land over and along the brown land and the blue land.

(b) Full right and liberty for the Board to open gates or doors installed in the fence on the Eastern boundary of the pink land outwards over the brown land.

(c) Full right and liberty for the Board to lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter relay renew supplement inspect examine test and remove) electric lines under the brown land and the yellow land including (but not so as to limit the generality of the foregoing grant) through the ducts referred to in the Third Schedule hereto 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 lands."

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

"The Vendor hereby covenants with the Board as set out in the Third Schedule hereto

THE THIRD SCHEDULE

(Covenants by the Vendor)

The covenants in this part of this Schedule are entered into with the intent and so as to bind the brown land and the yellow land and every part thereof and also all land comprised in the above mentioned title

C: Charges Register continued

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

(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 laid by the Board in the exercise of the rights and liberties hereby granted or the said ducts.

(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 laid thereunder or access to each end of the said ducts impracticable and more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to the proviso to paragraph (a) of the Second Schedule hereto) nothing in this present covenant contained shall prevent the laying and/or relaying (as the case may be) of an appropriate surface on any part of the brown land and/or the yellow land which forms the site of an intended or existing road or footpath or other access 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 to erect or permit or suffer to be erected any building or structure (other than such as are shown on the plan) not to plan 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 except (in the case of trees) to the extent specified in an agreement (made pursuant to inter alia Section 52 of the Town and Country Planning Act 1971) dated the twenty ninth day of January One thousand nine hundred and eighty one and made between the Vendor (1) The District Council of Shepway (2) and Italian International Bank Limited (3)."

NOTE: The pink land referred to is the land transferred. The brown land does not affect the land in this title. The blue land is edged and numbered 2 in mauve on the filed plan and the yellow land is hatched red thereon so far as it affects the land remaining in this title.

- 8 The land is subject to the following rights granted by a Transfer of adjoining land to the west dated 29 September 1987 made between (1) Cheldale Limited (Cheldale) and (2) Larchimage (Lympne Industrial Estate) Limited (Larchimage):-

"TOGETHER WITH the rights set out in the First Schedule hereto

THE FIRST SCHEDULE

(Rights granted to Larchimage)

(1) A right of way for Larchimage and its successors in title at all times and for all purposes with or without vehicles in common with Cheldale and all other persons entitled thereto to pass and repass over and along the Estate Road which for the purpose of identification only is shown shaded blue on the Plan SUBJECT TO Larchimage and its successors in title complying with such rules and regulations at Cheldale and its successors in title may from time to time impose in relation to the use of the Estate Road and SUBJECT TO the person or persons exercising such right paying a fair proportion according to user of the cost of repairing and maintaining the same

(2) A right of passage of water through the french drains situated on both sides of the Estate Road and TOGETHER ALSO WITH the right to enter onto the Retained Land with or without workmen plant and machinery for the purpose of repairing maintaining and renewing the same."

NOTE: The estate road shaded blue referred to is edged and numbered 2 in mauve on the filed plan.

- 9 (25.05.1993) The land is subject to the following rights granted by a Transfer of the land edged and numbered K727074 in green on the title plan dated 15 January 1993 made between (1) Phides Estates (Overseas)

C: Charges Register continued

Limited and (2) Nusteel Holdings Limited:-

"For the benefit of the Second land and the Blue land Phides hereby grants to Nusteel

2.1 Until completion of the construction of the New Road rights of way at all times and for all purposes with or without motor vehicles over the Continuation Road and the Old Road subject to such rules and regulations as Phides may from time to time reasonably impose in relation to the use of the said road

2.2 Upon completion of the construction of the New Road rights of way at all times and for all purposes with or without motor vehicles over the Continuation Road and the New Road subject to such rules and regulations as Phides may from time to time reasonably impose in relation to the use of this said road provided always that Phides will at all times be entitled to realign the route of the Continuation Road and the New Road subject to ensuring that the realigned route of this road shall not be substantially less commodious than the route of the Continuation Road and the New Road and shall give access to the Second Land and shall not impose on Nusteel any obligation to contribute towards the maintenance of such re-aligned route in so far as it surface area exceeds that of the Old Road and the Continuation Road

2.3 Rights of way at all times and for all purposes with or without motor vehicles from the Continuation road over the Green Land to each of the access gates referred to in paragraph 3 Clause 2, 3 and 4 below provided always that if either of such access gates is hereafter moved in accordance with the provisions of paragraph 3 Clauses 1 to 4 then the route of the right of way over the Green Land granted to such access gate shall move therewith."

NOTE 1: The Blue land referred to is the land transferred and the Second Land is the land edged red on plan A to the transfer. The New road is tinted pink on plan C and the Continuation Road is coloured brown hatched black on plans A, B and C. The Old Road is coloured brown on plans A and C. The Green Land is coloured green on plans A and B and the Access Gates referred to are coloured yellow and blue respectively on plan B

NOTE 2: Original transfer filed under K727074.

10 (19.04.1994) The land is subject to the following rights granted by a Transfer of the land edged and numbered K737791 in green on the title plan dated 23 March 1994 made between (1) Phides Estates (Overseas) Limited (First Party) and (2) Norwich Union Life Insurance Society (Second Party):-

"Rights granted to the Second Party

(1) A right of way for the Second Party and its successors in title at all times and for all purposes with or without vehicles in common with the First Party and all other persons entitled thereto to pass and repass over and along the Estate Road SUBJECT TO the Second Party and its successors in title complying with such rules and regulations as the First Party and its successors in title may from time to time impose in relation to the use of the Estate Road.

(2) A right to the passage of services through all pipes wires ducts cables channels drains or other conducting media now in existence or laid within a period of 80 years from the date hereof ("the perpetuity period") under through along or by means of which any gas electricity or power source or any air water soil telegraphic signal and the like or thing may pass ("conduits") in the First Retained Land and which serve the First Property.

(3) A right to enter onto the First Retained Land with all necessary equipment for the purpose of repairing maintaining and renewing the Conduits serving the First Property provided that the person exercising such right shall cause as little inconvenience as possible and shall make good all damage caused to the First Retained Land forthwith

(4) A right to enter onto the First Retained land with or without

C: Charges Register continued

workmen plant and machinery for the purpose of emptying the contents of the septic tank PROVIDED THAT in exercising such right reasonable notice in writing shall be given to the First Party and the Second Party will make good any damage caused by the exercise of such right."

NOTE: The Estate Road referred to is edged and numbered 2 in mauve on the filed plan. The First Retained Land referred to is the land in this title

- 11 (18.07.1997) The land is subject to the following rights granted by a Transfer of the land edged and numbered K775199 in green on the title plan dated 22 May 1997 made between (1) Phides Estates (Overseas) Limited (Transferor) and (2) Grassmill Properties Limited (Transferee):-

"TOGETHER WITH the rights specified in the Second Schedule

THE SECOND SCHEDULE

(Rights granted)

1. A right of free and uninterrupted passage and running of water, foul drainage, electricity gas and telecommunications through the pipes, sewers, drains, cables and other conducting media ("the Conduits") which are now or may at any time during the period of eighty years from the date of this transfer ("the Perpetuity Period") be in under or over the Retained Land and the right to enter onto the Retained Land with or without workmen, plant and machinery for the purposes of:

1.1 inspecting, repairing, renewing, replacing, cleansing or maintaining the Conduits.

1.2 laying or connecting into the Conduits.

PROVIDED THAT such person exercising such right causes as little inconvenience and damage as possible in the exercise of such right and makes good any damage caused to the Retained Land.

2. Subject to paying a fair and reasonable proportion of the Service Costs (as hereinafter defined) a right of way with or without vehicles over the existing estate road shown shaded brown on Plan 1 annexed hereto or over such comparable (as to width and turning angles) alternative road as the Transferor or its successors in title may designate which shall be made up to at least the then current adoptable standard of the relevant highway authority which shall give access to Otterpool Lane ("the Estate Road") SUBJECT TO the Transferee and its successors in title complying with such rules and regulations as the Transferor or its successors in title may from time to time impose in relation to the use and management of the Estate Road PROVIDED THAT neither the Transferor nor its successors in title may impose any rules or regulations in relation to the use and management of the Estate Road which would restrict or limit the number or type of vehicles using the Estate Road nor which would restrict or limit in any way the hours during which the Transferee or its successors in title may lawfully use the Estate Road for the purposes of its current or any future purpose.

3. The right to enter onto the Retained Land after giving prior reasonable notice to the owners or occupiers thereof to increase the height of the Bund to 6 metres where it abuts the Property PROVIDED THAT such person or persons exercising such right causes as little inconvenience and damage as possible in the exercise of such right and makes good any damage caused to the Retained Land.

4. The right to drain surface water from the Property and all buildings from time to time within the perpetuity period erected thereon to a soakaway trench immediately on the East side of the Bund on the Retained Land such right to cease however if and when the Transferor provides an alternative surface water drainage system PROVIDED THAT such person or persons exercising such right causes as little inconvenience and damage as possible and does not interfere with any other buildings which are now or may at any time during the Perpetuity Period be constructed on the Retained Land and makes good

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any damage caused to the Retained Land".

NOTE: The estate road referred to is edged and numbered 2 in mauve on the filed plan.

- 12 (24.08.2000) Agreement in respect of safety improvements at the junction of Otterpool Lane and Aldington Road contained in an Agreement dated 10 July 2000 in favour of The Kent County Council.
- 13 (02.05.2001) The land is subject to the following rights granted by a Transfer of the land edged and numbered K824648 in green on the filed plan dated 16 March 2001 made between (1) Phides Estates (Overseas) Limited (Transferor) and (2) Volvo Contract Services (UK) Limited (Transferee):-

"together with the rights specified in the First Schedule

FIRST SCHEDULE

(Rights granted)

1. A right of free and uninterrupted passage and running of water, foul drainage, electricity, gas and telecommunications and other Services through the pipes, sewers, drains, cables and other conducting media (the "Conduits") which are now or may at any time during the period of 80 years from the date of this transfer (the "Perpetuity Period") be in under or over the Retained Land and the right to enter onto the Retained Land with or without workmen, plant and machinery for the purposes of:

1.1 inspecting, repairing, renewing, replacing, cleansing or maintaining the Conduits;

1.2 laying or connecting into the Conduits;

Provided that such person exercising such right causes as little inconvenience and damage as possible in the exercise of such right and makes good any damage caused to the Retained Land.

2. A right of way at all times and for all purposes with or without vehicles over the existing estate road shown edged brown on Plan 1 annexed hereto or over such comparable (as to width and turning angles) alternative road as the Transferor or its successors in title may designate which shall be made up to at least the then current adoptable standard of the relevant highway authority which shall give access to Otterpool Lane (the "Estate Road") subject to paying a fair and reasonable proportion of the Service Costs (as hereinafter defined) and subject also to the Transferee and its successors in title complying with such reasonable rules and regulations as the Transferor or its successors in title may from time to time impose in relation to the use and management of the Estate Road, PROVIDED THAT neither the Transferor nor its successors in title may impose any rules or regulations in relation to the hours of use and frequency of vehicular access to the Estate Road which prevent the Transferee from using the Property for its lawful purpose.

3. The right to enter onto the Retained Land after giving prior reasonable notice to the owners or occupiers thereof to carry out landscaping works and the construction of the bunding provided that such person or persons exercising such right causes as little inconvenience and damage as possible in the exercise of such rights and makes good any damage caused to the Retained Land.

4. The right to drain surface water from the Property and all buildings from time to time within the Perpetuity Period erected thereon to a soakaway trench immediately on the northern boundary of the Property incorporated within the Bund on the Retained Land.

5. The right to use the land coloured yellow on Plan 1 until it is required by the Transferor for use as visibility splay as part of the Estate Road in order for the Transferor to comply with its planning obligations."

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-NOTE: Copy filed.

- 14 (08.04.2002) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 14 March 2002 made between (1) Phides Estates (Overseas) Limited (Grantor) and (2) Southern Water Services Limited (the Company):-

"the Grantor with full title guarantee grants to the Company from the date that the sewer is adopted as a public sewer pursuant to the Section 104 Agreement or otherwise the following perpetual easements rights powers and privileges ("the rights"):-

1. The right of using inspecting reconstructing replacing enlarging lining relaying maintaining cleansing repairing improving and managing the sewer in through under over or upon the pink land
2. The right at any time and at all times with or without vehicles materials plant machinery apparatus employees contractors and others to enter upon and pass and repass along the pink land and to maintain reasonable markers indicating the pink land and/or the sewer and the right to excavate and temporarily tip soil on land adjoining the pink land as necessary or desirable SUBJECT TO levelling out when the excavations are completed and removing any surplus sub soil
3. The right at all times to the uninterrupted passage of foul and surface water through the sewer
4. The right to remove any trees hedges or shrubs growing in the pink land and any buildings walls fences or other structures built thereon and in the exercise of such rights the Company shall not cause unreasonable damage and shall make good so far as practicable any damage caused and shall re-erect reasonable fences marking the boundaries of land
5. The right to erect any necessary temporary fencing or other barrier for so long as shall be necessary to enjoy the rights"

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

"The Grantor to the intent that the burden of this covenant may run with the pink land and so as to bind the pink land into whosoever hands the same may come and every part thereof and to benefit and protect the Company's sewerage undertaking and each and every part thereof but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur HEREBY COVENANTS with the Company that the Grantor will at all times hereafter observe perform and enforce the following restrictive and other covenants in respect of the pink land as follows:-

(a) Not to use the pink land or the adjoining land so as to put at risk or damage the sewer or any manhole or chamber or other accessory on the sewer or to interfere with the rights

(b) Not to erect any buildings walls or other structure on the pink land other than roads driveways and reasonable fences marking the boundaries

of land and not to carry out any other development thereon

(c) Not to lay or permit to be laid in over or upon the pink land any sewers drains pipes conduits cables ducts wires or similar thing without the prior written consent of the Company

(d) Not to use the pink land except for agricultural or residential garden purposes or as open space or for roads or services

(e) Not to plant trees hedges shrubs or non-boundary fences on the pink land

(f) Not to alter the original level of the surface of the pink land

(g) Not to cover or obscure any manhole cover or chamber or other

C: Charges Register continued

accessory which relates to or which lies over the sewer in the pink land

(h) Not to allow any piling operation in the pink land without the consent of the Company

(i) To advise any tenant or lessee of the pink land or any part thereof of the existence of the sewer and of this Deed"

NOTE: The pink land referred to is edged and numbered 2 in yellow on the filed plan so far as it affects.

15 (02.01.2003) The land is subject to the following rights granted by a Transfer of the land edged and numbered K849526 in green on the filed plan dated 6 December 2002 made between (1) Phides Estates (Overseas) Limited (Transferor) and (2) Sico Europe Limited (Transferee):-

"together with the rights specified in the First Schedule to this Transfer

FIRST SCHEDULE

(Rights granted)

1. A right of free and uninterrupted passage and running of water, foul drainage, electricity, gas and telecommunications and other Services through the pipes, sewers, drains, cables and other conducting media (the "Conduits") which are now or may at any time during the period of 80 years from the date of this transfer (the "Perpetuity Period") be in or under or over the Retained Land and the right to enter onto the Retained Land with or without workmen, plant and machinery for the purposes of:

1.1 inspecting, repairing, renewing, replacing, cleansing or maintaining the Conduits;

1.2 laying or connecting into the Conduits;

Provided that such person exercising such right causes as little inconvenience and damage as possible in the exercise of such right and makes good any damage caused to the Retained Land

2. A right of way at all times and for all purposes with or without vehicles over the existing estate road shown edged brown on Plan 1 and Plan 2 annexed hereto or over such comparable (as to width and turning angles) alternative road as the Transferor or its successors in title may designate which shall be made up to at least the then current adoptable standard of the relevant highway authority which shall give access to Otterpool Lane and over the new estate road to be constructed in accordance with the Fourth Schedule (the "Estate Road") subject to paying a fair and reasonable proportion of the Service Costs (as hereinafter defined) and subject also to the Transferee and its successors in title complying with such reasonable rules and regulations as the Transferor or its successors in title may from time to time impose in relation to the use and management of the Estate Road, PROVIDED THAT neither the Transferor nor its successors in title may impose any rules or regulations in relation to the hours of use and frequency of vehicular access to the Estate Road which prevent the Transferee from using the Property for its lawful purpose

3. The right to enter onto the Retained Land after giving prior reasonable notice to the owners or occupiers thereof to carry out landscaping works and the construction of the bunding provided that such person or persons exercising such right causes as little inconvenience and damage as possible in the exercise of such right and makes good any damage caused to the Retained Land

4. The right to drain surface water from the Property and all buildings from time to time within the Perpetuity Period erected thereon to a soakaway trench immediately on the eastern boundary of the Property incorporated within the Bund on the Retained Land

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5. The right to use the land coloured yellow on Plan 1 until it is required by the Transferor for use as part of the Estate Road in order for the Transferor to comply with its planning obligations

6. The right to deposit spoil from the subsequent Development (as hereinafter defined) on the Bund on the Retained Land and to deposit spoil from any subsequent development on the Property on any part of the Retained Land then undeveloped such right and location of spoil being subject to the prior consent of the Transferor such consent not to be unreasonably withheld or delayed. The Transferee agrees to inform the Transferor of the likely capacity of such spoil in cubic metres in its application for consent and confirms that any re-profiling of the Bund shall be at the cost of the Transferee only."

NOTE 1: The new estate road referred to is to be constructed to the west of the property edged blue on the plan

-NOTE 2: Original Transfer filed under K849526.

16 (21.11.2003) The parts of the land affected thereby are subject to the following rights granted by the Lease of an electricity sub-station dated 31 October 2003 referred to in the Schedule of Leases hereto for the term demised thereby.

"TOGETHER with the demised easements:-

THE SCHEDULE

Second Part

The demised easements

(1) Full right and liberty for EDF and all persons authorised by it and with or without vehicles to pass and repass at all times and for all purposes over and along the blue land and the Estate Roads and Footpaths or such suitable access that the Lessor may provide

(2) Full right and liberty for EDF to open gates or doors installed in or along the northern boundary of the demised land outwards over the blue land

(3) Full right and liberty for EDF 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 (but making good all damage caused to the reasonable satisfaction of the Lessor) and also for all or any of such purposes to enter the adjoining land of the Lessor

(4) Full right and liberty to take in and expel air from the Building through the means of ventilation therefor.

(5) Full right and liberty to discharge surface water from the Building onto the Lessor's adjoining land.

(6) Full right of support and protection for the Building from the adjoining land and (if any) buildings thereon and to project the eaves of the Buildings thereover.

(7) Full right and liberty for EDF and all persons authorised by it to enter so far as may be necessary the adjoining land and (if any) buildings thereon for the purpose of inspecting maintaining and repairing the Building and the boundaries of the demised land

The Lease contains the following definitions:-

"electric line" as defined in section 64(1) of the Electricity Act 1989 and communications cables

"the Buildings" means the glass reinforced plastic kiosks constructed

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or in course of construction on the demised land or on part thereof

"the Estate Roads and Footpaths" means the roads (a road including in addition to the carriageway one or more pavements and/or verges where present or intended) and footpaths now or within Twenty-one years from the date hereof constructed (which expression for the purpose hereof shall be deemed to include laid out preparatory to construction whether or not actual construction has commenced) on or over the land comprised in the above Title including in particular (but not by way of limitation) the roads and footpaths shown on the plan and the sites thereof before the same are constructed so far as the same lie within the said land comprised in the said Title

-NOTE: Copy Lease plan filed.

17 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

18 (04.04.2007) An Agreement dated 30 March 2007 made between (1) The District Council Of Shepway (2) The Kent County Council and (3) Phides Estates (Overseas) Limited pursuant to section 106 of the Town and Country Planning Act 1990 contains planning provisions as therein mentioned.

-NOTE 1:-Copy filed.

NOTE 2: See entry relating to a Deed of Variation dated 13 March 2008 below.

19 (22.01.2008) Agreement to transfer the land edged red on the Land Transfer Plan thereto contained in clause 4.4 of an Agreement dated 19 December 2007 in favour of the Kent County Council.

-NOTE: Copy Land Transfer Plan filed.

20 (17.03.2008) By a Deed of Variation dated 13 March 2008 made between (1) The District Council of Shepway, (2) The Kent County Council and (3) Phides Estates (Overseas) Limited the plan to the Deed dated 30 March 2007 referred to above was substituted.

-NOTE: Copy filed.

21 (21.04.2008) The parts of the land thereby affected are subject to the rights granted by a Lease dated 2 January 1986 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the landlord.

-NOTE: Copy lease filed under K922983.

22 (01.05.2008) A Deed dated 28 March 2008 made between (1) Phides Estates (Overseas) Limited and (2) Vfs Financial Services (UK) Limited rectified the terms of the Transfer dated 16 March 2001 referred to above as therein mentioned.

-NOTE: Copy Deed filed under K824648.

23 (11.08.2008) The land is subject to the rights granted by a Deed dated 28 July 2008 made between (1) Phides Estates (Overseas) Limited and (2) GTC Pipelines Limited.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

24 (23.10.2008) The land is subject to the rights granted by a Deed dated 21 October 2008 made between (1) Phides Estates (Overseas) Ltd and (2) EDF Energy Networks (SPN) Plc.

The said Deed also contains restrictive covenants by the grantor.

-NOTE: Copy filed.

25 (24.10.2008) Agreement (a) in respect of deeds of drainage easements and (b) to transfer the land forming part of the industrial access road

Title number K704464

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footpaths and sightlines contained respectively in clauses 9 and 13.1.5 of an Agreement dated 20 October 2008 in favour of Kent County Council.

26 (12.01.2010) The land is subject to the rights granted by a Deed dated 15 December 2009 made between (1) Phides Estates (Overseas) Limited and (2) The Kent County Council.

-NOTE: Copy filed under K963137.

Schedule of notices of leases

1	14.06.2007	Electricity Substation Site	02.01.1986	K922983
	Edged and		99 years from	
	numbered 1 in		2.1.1986	
	mauve			
	NOTE: See entry in the Charges Register relating to the rights granted by this lease			

2	21.11.2003	Electricity Sub Station	31.10.2003	K862679
	Edged and	Sites	99 years from	
	Numbered 4 and		31.10.2003	
	5 in Mauve		determinable	
			as therein	
			mentioned	
	NOTE: See entry in the Charges Register relating to the rights granted by this lease			

End of register