

Title Number : NGL546550

This title is dealt with by Land Registry, Wales 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 13 MAR 2017 at 21:39:15 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: NGL546550
Address of Property	: Matalan, 317 Cricklewood Broadway, London (NW2 6PH)
Price Stated	: £21,750,000
Registered Owner(s)	: SENTINEL SECURITY INC. (incorporated in British Virgin Islands) of First Floor Offices, 9 Hampstead West, 224 Iverson Road, London NW6 2HL.
Lender(s)	: Investec Bank Plc

Title number NGL546550

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 13 MAR 2017 at 21:39:15. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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A: Property Register

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

BRENT

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Matalan, 317 Cricklewood Broadway, London (NW2 6PH).
- 2 The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 28 August 1985 referred to in the Charges Register.
- 3 The land has the benefit of the following rights reserved by but is subject to the following rights granted by the Transfer dated 10 September 1985 referred to in the Charges Register:-

TOGETHER WITH:-

The rights contained or referred to in the Second Schedule hereto

BUT SUBJECT TO:-

The exceptions and reservations in favour of the Retained Land contained or referred to in the Third Schedule hereto.

THE SECOND SCHEDULE

The Transferee's Rights over the Retained Land

1. A right of way at all times and for all purposes connected with the use and enjoyment of the Property and each and every part of it over the Estate Road (when constructed) (provided that such road shall be constructed within 80 years from the date of this Agreement
2. The right to make connections to and to use the foul and surface water drainage system constructed by the Transferor upon the Retained Land and all sewers drains pipes conduits and other conducting media under the Estate Road or any part thereof and the free passage and running of soil water gas electricity and impulses to and from all parts of the Property with power at any time on giving reasonable notice to enter upon the Retained Land and upon Estate Road and make lay repair cleanse and maintain any such sewers drains pipes conduits and other conducting media or services thereon PROVIDED THAT the person or persons entering shall make good all damage to the surface occasioned thereby and shall not cause save as may be necessary to implement such rights any interference with the free passage of others over the Estate Road or the use by others of the Estate Drains.
3. The right of lateral support from the Retained Land for the Property (but subject as regards the boundary of the Property with the land the subject of the Laing Transfer to the provisions relating thereto contained in the Laing Transfer)
4. The right with or without workmen materials machinery and vehicles to enter onto and to pass and repass across the Retained Land for the purpose of carrying out all works as may be necessary to carry on the Transferee's construction programme by such route or routes as the Transferor shall from time to time reasonably designate

THE THIRD SCHEDULE

A: Property Register continued

The rights Excepted and Reserved to the Transferor

over and against the Property for the benefit of the Retained Land

1. The right of lateral support from the Property for the Retained Land (but subject as regards the boundary of the Property with the land the subject of the Laing Transfer to the provisions relating thereto contained in the Laing Transfer)

2. The right (upon not less than 48 hours prior notice except in case of emergency) to enter upon the Property but not further than 6 feet from the boundary between the Retained Land and the Property to repair redecorate maintain and rebuild any building or fence on the Retained Land which cannot reasonably be so repaired without entry on the Property the persons entering the Property observing the reasonable regulations of the Transferee relating thereto and making good at its own expense all damage caused to the Property in the exercise of such right.

NOTE: The Estate Road referred to is shown tinted brown on the filed plan.

4 The Transfer dated 10 September 1985 referred to above contains the following provision:-

The Transferor and the Transferee hereby declare that neither the Property nor the Retained Land shall have any privileges of light or air over any part of the other so as to restrict or prohibit the free and unrestricted use of the other or the erection or alteration of any buildings or other erections thereon from time to time.

5 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title and other land dated 28 January 1986 made between (1) James Longley (Holdings) Limited (Transferor) and (2) Whites Property Company Limited (Transferee):-

TOGETHER WITH the rights set out in the First Schedule hereto:-

THE FIRST SCHEDULE Rights granted to the Transferee over the Estate Road and the Estate Drains

(A) A right of way at all times and for all purposes connected with the use and enjoyment of the Property and each and every part of it over the Estate Road until such time as the same shall be adopted as aforesaid

(B) The right to make connection to and use the Estate Drains and all sewers drains pipes conduits and other conducting media under the Estate Road or any part thereof and the free passage and running of soil water gas and electricity to and from all parts of the Property with power at any time on giving reasonable notice to enter upon the Estate Road and make such connections and lay and thereafter repair cleanse and maintain any pipes and drains so connected or laid provided that the person or persons entering shall make good all damage to the surface occasioned thereby and shall not cause any interference with the free passage of others over the Estate Road or the use to others of the Estate Drains.

(C) The right of lateral support for the Property.

There is excepted and reserved out of the Property the right of lateral support from the Property for the Estate Road.

NOTE: The Estate Road referred to is tinted brown on the filed plan.

6 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.

7 (13.10.2000) The Transfer dated 28 August 1985 referred to in the Charges Register contains in Part 1 of the Fourth Schedule thereto

Title number NGL546550

A: Property Register continued

covenants which are expressed to be for the benefit of the land which includes the land in this title.

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 (13.12.2016) PROPRIETOR: SENTINEL SECURITY INC. (incorporated in British Virgin Islands) of First Floor Offices, 9 Hampstead West, 224 Iverson Road, London NW6 2HL.
- 2 A Transfer dated 28 January 1986 made between (1) James Longley (Holdings) Limited (Transferor) and (2) Whites Property Company Limited (Transferee) contains vendors' personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (13.12.2016) The price stated to have been paid on 1 December 2016 was £21,750,000.
- 4 (13.12.2016) A Transfer of the land in this title dated 1 December 2016 made between (1) Cadbury Mondelez Pension Trust Limited and (2) Sentinel Security Inc. contains purchaser's personal covenants.

NOTE: Copy filed.
- 5 (13.12.2016) 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 1 December 2016 in favour of Investec Bank Plc referred to in the Charges Register.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 28 January 1986 referred to in the Proprietorship Register:-

5. THE Transferor hereby covenants with the Transferee that the Transferor will observe and perform in all respects the obligations on the part of the Transferor contained in the Section 52 Agreement so far as they relate to or affect the Estate Road and the Estate Drains and without prejudice to the generality thereof.

(a) to complete the Transferor's works details of which are set out in the Second Schedule hereto on or before the 31st day of March 1986 PROVIDED that if any delay in completing any part of the Transferor's works shall be occasioned by force majeure exceptionally inclement weather loss or damage by fire strikes lock-outs or other cause reasonably and properly beyond the control of the Transferor then the Transferor shall be allowed an extension of time for the completion of the Transferor's works as agreed between the Transferor and Transferee which shall be fair and reasonable in the circumstances.

(b) to use its best endeavours to procure that by the 31 December 1987 the Estate Road shall be adopted as a public highway maintainable at the public expense and that the Estate Drains shall be adopted by the local drainage authority as public sewers and drains and shall in all respects build and construct the same to the relevant standards and

(c) upon the completion of the Estate Road and the Estate Drains and forever thereafter until the Estate Road and the Estate Drains shall be adopted by the relevant local authority and become maintainable at the public expense to keep the Estate Road and the Estate Drains well and

Schedule of personal covenants continued

properly cleansed and repaired and maintained (subject to the Transferee paying the Transferee's contribution) as hereinafter mentioned

THE SECOND SCHEDULE

1. The widening of Cricklewood Broadway to a Six Lane Road at the entrance to the Estate Road with acceleration and deceleration lanes and a central reservation with provision allowing for the turning of vehicles to the right both into and out of the Estate Road

2. The construction of the Estate Road telephone conduits street lighting and appropriate bearing capacity kerbs pavements crossovers as specified by the local highway authority for a public highway to be adopted by the local authority.

3. The construction of the Estate Drains to serve the property and the remainder of the land now or formerly within Title NGL526945 in accordance in all respects with the specification of the local drainage authority for drains and sewers to be adopted by them.

C: Charges Register

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

1 The following Conveyances of the parts of the land referred to contain restrictive covenants:-

DATE OF IN CONVEYANCE PLAN	PARTIES	EDGED AND NUMBERED BLUE ON THE FILED
05.06.1903	1. The Right Honourable Helen Mable Countess Temple 2. The Honourable Chandos Graham Temple Gore Langton 3. The Brush Electrical Engineering Company Limited	1 to 12 inclusive
29.01.1904	1. Chandos Graham Temple Gore Langton 2. John James Done and Cecil Hunter	2 2
24.06.1910	1. The British Electrical Engineering Company Limited 2. Percy Boddington	5
14.09.1910	1. The Brush Electrical Engineering Company Limited 2. Edward John Stanley Banks	6, 7, 9 and 11
11.08.1914	1. Edward John Stanley Banks 2. Henry Comber Brown	6
29.09.1916	1. The Brush Electrical Engineering Company Limited 2. Albert Picard	8 and 10
29.09.1916	1. Edward John Stanley Banks 2. Albert Picard	7, 9 and 11

C: Charges Register continued

29.09.1916	1. Henry Comber Brown 2. Albert Picard	6
29.09.1916	1. Michell and Aldous Limited 2. Albert Picard	5

NOTE 1: Copies of the covenants are filed under MX202011 except those contained in the Conveyance dated 29 January 1904 of which no particulars were supplied

NOTE 2: By a Transfer dated 10 September 1985 referred to below the covenants referred to in the Conveyance mentioned above were expressed to be released.

- 2 A Transfer of the land adjoining the north west and south west boundaries of the land in this title dated 28 August 1985 made between (1) James Longley (Holdings) Limited (Transferor) and (2) Laing Homes Limited (Transferee) contains covenants by the Transferor.

NOTE: Original filed under NGL536342.

- 3 A Transfer of land adjoining the northern boundary of the land in this title dated 10 September 1985 made between (1) James Longley (Holdings) Limited (Transferor) and (2) Campal Limited (Transferee) contains the following covenants:-

Covenants by the Transferor

1. Not to use the Retained Land or any building or buildings erected thereon or any part or parts thereof or permit or suffer the same to be used for the trade or business of a retail or wholesale merchant of any building or home improvement materials and supplies and garden materials and supplies
 2. Not to carry out on the said land any noisy noxious or offensive trade or business which might cause nuisance annoyance interference or offence to the owners occupiers or tenants of the Property provided that any use of the said land (other than a use specifically prohibited under the first paragraph of this part of this Schedule) permitted by the Planning Acts shall not of itself be a breach of this covenant
 3. Not pending the adoption thereof to obstruct or permit to be obstructed the Estate Road.
- 4 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.
- 5 The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 in yellow on the filed plan dated 8 December 1993 referred to in the schedule of leases hereto:-

Together with full right and liberty for the Tenant and persons authorised by them to go pass and repass at all times and for all purposes with or without vehicles over and along the land edged brown and coloured yellow on the said plan Together also with full right and liberty for the Tenant to lay use and maintain electric lines with any conduits or pipes and other apparatus as may in the opinion of the tenant from time to time be requisite for connecting the said transforming and other plant and apparatus with the Tenant's distributing mains in the adjacent public streets or elsewhere under the land coloured yellow on the said plan and to break up the surface thereof so far as may be necessary from time to time for the purpose of laying electric lines under or over the said land or of relaying repairing maintaining or removing any electric lines conduits pipes or other appurtenances so laid but so that the Tenant in exercising such rights shall not cause unnecessary damage to the said land and shall restore the surface thereof as far as practicable to its former condition.

NOTE: No copy of the lease plan referred to is held by Land Registry.

C: Charges Register continued

- 6 (13.12.2016) REGISTERED CHARGE dated 1 December 2016.
- 7 (13.12.2016) Proprietor: INVESTEC BANK PLC (Co. Regn. No. 00489604) of 2 Gresham Street, London EC2V 7QP.
- 8 (13.12.2016) The proprietor of the Charge dated 1 December 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.

Schedule of notices of leases

- | | | | | |
|---|------------|---|---|-----------|
| 1 | 06.01.1994 | Electricity Transformer
edged and
numbered 1 in
yellow | 08.12.1993 | NGL713645 |
| | | | 99 years
(determinable
as therein
mentioned) | |

NOTE: See entry in the Charges Register relating to the rights granted by this lease

- | | | | | |
|---|------------|----------------------|----------------------------|-----------|
| 2 | 11.10.1995 | Cash and Carry Store | 29.08.1995 | NGL731908 |
| | | | 25 years from
29.8.1995 | |

NOTE 1: The lease contains an option to determine upon the terms therein mentioned.

NOTE 2: By a Deed dated 27 July 2000 made between (1) Staffordshire County Council and (2) Matalan Retail Limited the terms of the lease were expressed to be varied.

NOTE 3: Copy deed filed.

NOTE 4: Deed dated 8 January 2001 made between (1) Staffordshire County Council and (2) Matalan Retail Limited supplemental to the Deed dated 27 July 2000 referred to above.

NOTE 5: Copy deed filed

End of register