Title Number: TGL85825

This title is dealt with by Land Registry Telford 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.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy.

This extract shows information current on 2008-09-02 at 14:43:51 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 : TGL85825

Address of Property : land lying to the North West of St John's Hill, London

Price Stated : Not Available

Registered Owner(s) : ALEXANDER STUDIOS MANAGEMENT LIMITED (Co. Regn. No.

3694924) of Haydon Way, London SW11 1YF.

Lender(s) : None

Title number TGL85825

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 2008-09-02 at 14:43:51. 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.

This copy is not an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he suffers loss by reason of a mistake in an official copy. If you want to obtain an official copy, the Land Registry web site explains how to do this.

A: Property Register

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

WANDSWORTH

- 1 (25.05.1993) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the North West of St John's Hill, London.
- 2 (25.05.1993) The land has the benefit of the following rights granted by the Transfer dated 24 March 1993 referred to in the Charges Register:-

"Together with the rights set out in the Second Schedule.

THE SECOND SCHEDULE

"Pedestrian Rights over Yellow Footway".

The Right for the Purchaser and the Sub-purchaser and their successors in title respectively of the First Land and of the Second Land and each and every part of thereof and for all those authorised by the Purchaser or the Sub-purchaser and their successors in title subject to the payment of a reasonable proportion of the cost of repair maintenance and renewal of the same according to the nature and extent of its use by the Purchaser and the Sub-purchaser and the owners for the time being of the First Land the Second Land or part thereof and their employees agents licencees and invitees to pass and repass on foot only over the land shown coloured yellow on the Plan together with a right to enter upon and repair the same in the event that the Vendor shall after reasonable written notice (save in case of emergency) of any disrepair default in repairing the same."

NOTE: The first land referred to is the land in this title. The land coloured yellow referred to is shown hatched brown on the filed plan.

3 (25.05.1993) The Transfer dated 24 March 1993 referred to above contains the following provision:-

"The Parties hereto agree and declare as set out in the Sixth Schedule

THE SIXTH SCHEDULE

Agreements and Declarations

- 1. This Transfer does not include any easement of way (save that given in the Second Schedule) drainage light air or other easements or right which would or might interfere with or restrict the free use of the Retained Land for building or any other purposes whatsoever.
- 2. The access and user of light and air to and for the First Land and the Second Land and any erection building or thing for the time being erected and standing thereon from and over the Retained Land is enjoyed under the express consent of the Vendor and the Vendor and his successors in title owners or occupiers of the Retained Land may from time to time and at any time interfere with or destroy the access of light and air to the First Land the Second Land and the said erections buildings and things by erecting new buildings or altering existing buildings on the Retained Land without any formal revocation of such consent"
- 4 (25.05.1993) The land has the benefit of the rights granted by but is subject as mentioned in a Deed dated 24 March 1993 made between (1) St. John's Developments Limited ("the Company") and (2) Battersea Churches

Housing Trust Limited ("the Association") in the following terms:-

- "(1) The Association for itself and its successors in title to the Brown Land hereby grants to the Company and its successors in title to the Company's Land the rights set out in the First Schedule hereto subject to the payment by the Company of the costs referred to in the Fifth Schedule hereto which costs may be collected by the Association in such manner as it may from time to time reasonable determine including the collection of payments in advance of expenditure and the provision of a Sinking Fund Provided That the Association shall only be entitled to collect or accumulate monies at a fair and reasonable level after reasonable prior consultation with the Company and in accordance with the principles of good estate management and Provided Further That the Association shall keep proper books and accounts which shall be made available for inspection by the Company upon reasonable prior notice.
- (2) The Company for itself and its successors in title to the Company's Land hereby grants to the Association and its successors in title to the Brown Land the rights set out in the Second Schedule hereto subject to the payment by the Association of the costs referred to in the Fourth Schedule hereto.

THE FIRST SCHEDULE

Rights Granted Over the Brown Land

- 1. Subject to such reasonable regulations as the Association shall make for the regulation of traffic full and free right and liberty for the owners or occupiers and their servants agents and invitees at all times hereafter and for all purposes connected with the present and every future use of the Company's Land with or without vehicles of every description (but not exceeding 3.5 tons unladen other than in exceptional circumstances) laden or unladen to go pass and repass along the road coloured blue ("the Blue Roads") and pavements adjacent to the buildings on the Company's Land or the Blue Roads on the Plan annexed hereto (through on foot only over the pavements) being part of the Brown Land as may be necessary to obtain access to the buildings and other parts of the Company's Land Together with (in so far as the Association can grant the same) a right of way on foot only at all times over the footway shown coloured yellow on the plan ("the Yellow Footway").
- 2. The right of support from the Brown Land and the buildings thereon for the Company's Land (including the buildings thereof)
- 3. The right to use for all proper purposes connected with the present and any future use of the Company's Land any sewers drains watercourses pipes cables wires or other channels or conductors now laid or hereafter during the period of eighty years from the date hereof (which shall be the perpetuity period applicable to this Deed) in under or over the Brown Land ("the Association's Services") with power at any time or times upon reasonable prior notice and consultation (save in case of emergency) to enter thereupon for the purpose of repairing renewing maintaining or cleansing the same (and with the prior written consent of the Association (such consent not to be unreasonably withheld or delayed) for the purpose of laying and making connections with the same) causing as little damage in the exercise of such right as reasonably possible and making good all damage or loss actually occasioned Provided That the Association may alter the location of all or any of the Association's Services from time to time as they may decide in their absolute discretion acting reasonably in the circumstances and provided further that at the Association's sole cost all the Association's Services are reconnected forthwith in a good and workmanlike fashion to all parts of the Company's Land previously connected.
- 4. All rights of drainage eavesdropping passage light and air now used or enjoyed (whether as easements or quasi-easements) with the Company's Land.
- 5. The footings and foundations of the existing buildings on the Company's Land together with the right to enter on the Brown Land upon reasonable prior notice and consultation (save in case of emergency) for the purpose of repairing renewing and maintaining the same or such other part of the buildings on the Company's Land as may be reasonably necessary causing as little damage in the exercise of such rights as reasonably

possible and making good all damage or loss actually occasioned.

6. The right to enter the Brown Land for the purpose of carrying out works of repair renewal or maintenance to the roads pavements or the Association's Services used by the Company where the Association has failed after reasonable prior notice (except in case of emergency) to carry out such works in accordance with the terms of this Deed.

THE SECOND SCHEDULE

Rights Granted over the Company's Land

- 1. The right of support and protection from the Company's Land and buildings thereon for the Brown Land (including the buildings thereon).
- 2. All rights of drainage eavesdropping passage light and air now used or enjoyed (whether as easements and quasi-easements) with the Brown Land.
- 3. The footings and foundations of the existing buildings on the Brown Land together with the right to enter on the Company's Land upon reasonable prior notice and consultation (save in case of emergency) for the purpose of repairing renewing and maintaining the same or such other part of the buildings on the Brown Land as may be reasonably necessary causing as little damage in the exercise of such right as reasonably possible and making good all damage actually occasioned.
- 4. The right to pass and repass at all times for all purposes on foot only over those parts of the ground floor level of the Company's Land as are shown edged blue on the said plan.
- The right to use for all proper purposes connected with the present and any future use of the Association's Land any sewers drains watercourses pipes cables wires or other channels or conductors now laid or hereafter during the period of eighty years from the date hereof (which shall be the perpetuity period applicable to this Deed) in under or over the Company's Land ("the company's Services") with power at any time or times upon reasonable prior notice and consultation (save in case of emergency) to enter thereupon for the purpose of repairing renewing maintaining or cleansing the same (and with the prior written consent of the Association (such consent not to be unreasonably withheld or delayed) for the purpose of laying and making connections with the same) causing as little damage in the exercise of such rights as reasonably possible and making good all damage or loss actually occasioned Provided That the Company may alter the location of all or any of the Company's Services from time to time as they may decide in their absolute discretion acting reasonably in the circumstances and provided further that at the Company's sole cost all the Company's Services are reconnected forthwith in a good and workmanlike fashion to all parts of the Association's Land previously connected.
- 6. The right to enter the Company's Land for the purpose of carrying out works of repair renewal or maintenance to the roads pavements or the Company's Services used by the Association where the Company has failed after reasonable prior notice (except in case of emergency) to carry out such works in accordance with the terms of this Deed".
- NOTE 1: The Companys land is the land in this title and the brown land is the land in Title TGL85019. The land coloured blue, coloured yellow and edged blue referred to is shown tinted yellow, hatched brown and edged blue respectively on the filed plan
- NOTE 2: The covenants referred to above are as follows
- "(4) Subject to the payment by the Company of the costs referred to in paragraph 1 and the Fifth Schedule hereto in the manner therein provided for the Association hereby covenants for itself and its successors in title to the Brown Land (but not so as to be liable after it shall have parted with its interest in the Brown Land other than in respect of any antecedent liability) with the Company and its successors in title to the Company's Land in the terms set out in the Fourth Schedule hereto with the intent that the burden of the covenants may run with and bind the Brown Land and every part thereof and to the intent that the benefit thereof may be annexed to and run with the Company's Land and every part thereof.

(5) Subject to the payment by the Association of the costs referred to in Clause 3 of the Fourth Schedule hereto the Company hereby covenants for itself and its successors in title to the Company's Land (but not so as to be liable after it shall have parted with its interest in the Company's Land other than in respect of any antecedent liability) with the Association and its successors in title to the Brown Land in the terms set out in the Fifth Schedule hereto with the intent that the burden of the covenants may run with and bind the Company's Land and every part thereof and to the intent that the benefit thereof may be annexed to and run with the Brown Land and every part thereof.

THE FOURTH SCHEDULE

Covenants by the Association

- 1. As soon as reasonably practicable to put and thereafter to keep the Blue Roads and such pavements as are situate on the Brown Land and adjacent to the Blue Roads or the buildings on the Company's Land ("the Shared Pavements") on the said Plan annexed hereto in good repair and condition.
- 2. Until such time as they may be adopted by the Local Authority or some other competent authority to keep the Association's Services used by the Association in common with the Company in good repair and condition.
- 3. To pay a reasonable proportion according to the nature and extent of its use by the Association and its employees agents licencees and invitees (provided that such proportion shall not be more than two thirds) of the total costs of the repair maintenance and renewal of the Company's Services (other than those parts of the Company's Services exclusively used by the company and not forming part of the general service system through the Company's Land or the Brown Land) and of those areas of the Company's Land edged blue on the said plan as are referred to in paragraph 4 of the Second Schedule and the expression "maintenance" shall have the same meaning attributed to it as is set out in paragraph 3 of the Fifth Schedule hereto.
- 4. To use reasonble endeavours to enforce the benefit of any covenant for the repair of the Yellow Footway.
- 5. Not to transfer the Brown Land or any part thereof without first procuring that the transferee enters into a direct covenant with the Company or its freehold successors in title to the Company's Land in the same terms as the covenants set out in this Schedule and subject to the other provisions contained in this Deed.

THE FIFTH SCHEDULE

Covenants by the Company

- 1. To pay a reasonable proportion (as further defined in paragraph 2 of this Schedule) of the cost of the repair maintenance and renewal of (a) the Blue Roads and the Shared Pavements (b) the Association's Services (other than those parts of the Association's Services exclusively used by the Association and not forming part of the general service system through the Company's Land or the Brown Land) (c) the Yellow Footway and (d) any boundary walls adjacent to the Blue Roads ("the Boundary Walls") due allowance being made for any contributions received towards such costs from the Secretary of State for Health or his successors in title to the Green Land.
- 2. The reasonable proportion referred to in paragraph 1 above shall be calculated according to the nature and extent of its use by the Company and its employees agents licencees and invitees provided that such proportion shall not be less than one third of the total costs in respects of the Blue Roads and Shares Pavements the Boundary Walls and the Yellow Footway and shall not be less than one half of the total costs in respect of any other costs arising under the this Schedule in each case after deduction of any contributions received from the Secretary of State for Health or referred to in paragraph 1 of this Schedule.
- 3. For the avoidance of doubt the expression "maintenance" shall be given

in the widest meaning to include any cost reasonably incurred to ensure the passage of traffic along any right of way herein granted including measures for lighting cleansing traffic regulation safety or legal action.

- 4. Not to use or permit to use the Company's Land or any part thereof for any purpose other than for use within the Town & Country Planning (Use Classes) Order 1987 Class B1 (or such other Use Class Order as the Association may have previously approved, such approval not to be unreasonably withheld or delayed) Provided Always that the actual use is carried out in such a way as not to cause unreasonable nuisance annoyance obstruction or damage to the Association or to any other owner or occupier of the Brown Land by reason of the emission of noises vibrations fumes smells or other pollutants whether caused by the use of machinery or other equipment or by the carrying out of any manufacturing or other process or due to the use being carried on outside normal business hours or by the storage or use of hazardous materials and provided that any use must be carried out in such a way as would be compatible with the use of the Brown Land for residential purposes.
- 5. To keep in good repair and conditions those areas of the Company's Land as shown edged blue on the said plan and until such time as they may be adopted by the Local Authority or some other competent Authority the Company's Services used by the Company in common with the Association.
- 6. Not to transfer the Company's Land or any part thereof without having first procured that the Transferee has entered into a direct covenant with the Association or its freehold successors in title to the Brown Land in the same terms as the covenants set out in this Schedule and subject to the other provisions contained in this Deed".
- NOTE 3: The green land referred to is tinted pink on the filed plan.
- 5 (25.05.1993) The Deed dated 24 March 1993 referred to above contains the following provision:-

The parties hereto hereby make the declaration set out in the Third Schedule hereto

THE THIRD SCHEDULE

Declarations by Both Parties

- 1. Any easement of way drainage light air or other easement or right which would or might interfere with or restrict the free use of the company's land or the Brown Land for building or any other purposes whatsoever may be altered by the servient owner with the prior written consent of the dominant owner (such consent not to be unreasonably withheld or delayed) in so far as may be necessary and reasonable in connection with such building or any purposes provided that a reasonably satisfactory alternative is provided save in the case of a right of light or air.
- 2. Save insofar as the same are granted by this Deed the Company as beneficial owner of the Company's Land and the Association as beneficial owner of the Brown Land hereby release respectively unto each other all rights of drainage passage light air and water and all liberties privileges and advantages now used or enjoyed (whether easements or quasieasements or otherwise and whether or not continuous apparent or reasonably necessary) over the Brown Land and the Company's Land respectively"
- 6 (24.01.1997) 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.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

B: Proprietorship Register continued

Title absolute

1 (08.04.1999) PROPRIETOR: ALEXANDER STUDIOS MANAGEMENT LIMITED (Co. Regn. No. 3694924) of Haydon Way, London SW11 1YF.

C: Charges Register

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

1 (25.05.1993) A Transfer of the land in this title dated 24 March 1993 made between (1) The Secretary of State for Health ("the Vendor") (2) St. John's Developments Limited ("the Purchaser") and (3) Battersea Churches Housing Trust Limited ("the Sub-Purchaser") contains the following covenants:-

"The Purchaser so as to bind the whole and every part of the Second Land covenant with the Vendor for the benefit of the whole and every part of the Retained Land as set out in Part I and Part III of the Fifth Schedule.

THE FIFTH SCHEDULE

"Covenants for the Benefit of the Retained Land"

Part I

- 1. Not at any time to obstruct or otherwise so interfere with (or permit or suffer to be obstructed or interfered with) the access and user of light and air to and for the Retained Land so as to make the same below the quantity or quality thereof now enjoyed by the Retained Land PROVIDED THAT the carrying out of the Development pursuant to the Planning Permission Application No. 93/C/0045 granted by Wandsworth Borough Council dated 17th March 1993 shall not be deemed to be a breach of this Covenant.
- 2. Not to do or suffer to be done on the First Land or the Second Land anything which may be or grow to be a nuisance or annoyance to the Vendor or his successors in title to the Retained Land or any other owners of adjoining or neighbouring property.

Part III

Within one month from the date hereof to erect a chain link fence 1.4 metres high on concrete posts at six feet intervals along the boundary between the points J to K to L on the Plan such fence to be one metre from the wall of the Day Hospital and Chest Clinic and to be connected to the fence on the front boundary of the Retained Land so as to form an unbroken boundary fence to the satisfaction of the Vendor's Surveyors".

NOTE: The Second Land referred to in the land in this title. The retained land referred to is shown tinted pink on the filed plan. Points J, K and L referred to have been reproduced on the filed plan.

2 (25.05.1993) The land is subject to the following rights reserved by the Transfer dated 24 March 1993 referred to above:-

"There are excepted and reserved out of the First Land and the Second Land for the benefit of the Retained Land the rights set out in the Third Schedule

THE THIRD SCHEDULE

"Rights Excepted and Reserved for the

Benefit of the Retained Land"

1. Full and free right and liberty at all times hereafter and for all purposes connected with the present and every future use of the Retained Land with or without vehicles of every description laden or unladen to go pass and repass along the road coloured blue on the Plan subject to the person exercising this right contributing a fair proportion according to use of the cost of maintenance and repair of the said road TOGETHER WITH a

C: Charges Register continued

right to enter upon the First Land and the Second Land and repair the said road in the event that the Sub-purchaser or its successors in title shall after reasonable written notice (save in case of emergency) of any disrepair default in repairing the same PROVIDED ALWAYS that the Vendor shall not be entitled to any right of way over the First Land and the Second Land other than that specifically referred to in this paragraph 1 of this Schedule but this limitation shall not limit any of the other rights hereinafter referred to in this Schedule.

- 2. The right of support from the First Land and the Second Land and buildings thereon for the Retained Land (and the buildings thereon).
- 3. The right to use for all proper purposes connected with the present and any future use of the Retained Land any sewers drains watercourses pipes cables wires or other channels or conductors now laid or hereafter during the period of eighty years from the date hereof (which shall be the perpetuity period applicable to this Deed) in under or over the First Land or the Second Land with power at any time or times upon reasonable prior notice (save in case of emergency) to enter thereupon for the purpose of making connections with repairing renewing maintaining or cleansing the same causing as little damage in the exercise of such right as reasonably possible and making good all damage actually occasioned.
- 4. All rights of drainage eavesdropping passage light air and water and all liberties privileges and advantages now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) with the Retained Land.
- 5. The footings and foundations of the existing buildings on the Retained Land together with the right to enter on the First Land and the Second Land upon reasonable prior notice (save in case of emergency) for the purpose of repairing renewing and maintaining the same causing as little damage in the exercise of such right as reasonable possible and making good all damage actually occasioned".

NOTE: The road coloured blue referred to is shown tinted yellow on the filed plan.

- 3 (13.01.1995) 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.
- 4 (29.09.1997) An Agreement dated 28 August 1997 made between (1)Battersea Churches and Chelsea Housing Trust Limited (2)St. John's Developments Limited (3)The Secretary of State for Health (4)Shaw Homes Housing Association Limited (5)Nationwide Building Society and (6)The Mayor and Burgesses of the London Borough of Wandsworth pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 38 of the Highways Act 1980 relates to the construction of an access road and other works.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	13.01.1995 1 (part of)	Unit 11, Block B, St Johns Hospital (Second Floor)	22.12.1994 999 years from 1.1.1994	TGL105463
2	23.01.1995 1 (part of) and 3 (part of)	Units B1 and B2 St Johns Hospital	06.01.1995 999 years from 1.1.1994	TGL105754
3	23.01.1995 2 (part of)	Unit C1, Block C, St Johns Hospital (Basement Unit)	06.01.1995 999 years from 1.1.1994	TGL105758
4	03.02.1995 3 (part of)	Unit B10 St Johns Hospital (Second Floor)	30.12.1994 999 years from 1.1.1994	TGL106201
5	13.02.1995	Unit C2, St Johns Hospital	03.01.1995	TGL106496

Title number TGL85825

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	2 (part of)	(Ground Floor)	999 years from 1.1.1994	
6	16.02.1995 4	Unit 8A, St Johns Hospital	06.01.1995 999 years from 1.1.1994	TGL106643
7	16.05.1995 5	Unit 1, Block A, St Johns Hospital	28.04.1995 999 years from 1.1.1994	TGL109173
8	30.05.1995 6 (part of)	Unit A3, St Johns Hospital (Ground Floor)	06.03.1995 999 years from 1.1.1994	TGL109528
9	25.08.1995 7 (part of)	Unit 2, Block A, St Johns Hospital	24.07.1995 999 years from 1.1.1994	TGL112217
10	08.09.1995 3 (part of)	4 The Courtyard, Alexander Studios (Ground Floor)	03.03.1995 999 years from 1.1.1994	TGL112561
11	03.10.1995 8 (part of)	Unit A6, St Johns Hospital	30.08.1995 999 years from 1.1.1994	TGL113326
12	13.11.1995 9	Unit A5, St Johns Hospital	20.10.1995 999 years from 1.1.1994	TGL114506
13	21.02.1996 1(part of)	Unit 8 The Courtyard (First floor)	31.01.1996 999 years from 1.1.1994	TGL117534
14	15.11.1996 10(part of)	Unit 6 The Old Laundry, Haydon's Way (Ground floor)	11.10.1996 999 years from 1.1.1994	TGL126214
15	19.09.1997 11 (part of)	Unit 9, The Courtyard (First Floor)	16.07.1997 999 years from 1.1.1994	TGL157062
16	19.09.1997 11 (part of)	Unit 12, The Courtyard (Second Floor)	16.07.1997 999 years from 1.1.1994	TGL157681
17	08.12.1997 11 (part of)	Flat 3, The Court Yard (Ground and Lower Ground Floor)	25.09.1997 999 years From 1.1.1994	TGL140513
	Management Limi	d dated 26 May 1999 made betwe ited and (2) Robert Paul Campi al Deed filed under TGL140513)	en (1) Alexander	
18	08.12.1997 3 (part of)	Unit 7, The Court Yard (First Floor)	25.07.1997 999 years From 1.1.1994	TGL140515
19	11.12.1997 1 (part of) and 11 (part of)	Flat 5, The Court Yard (Ground and Lower Ground Floor)	25.09.1997 999 years From 1.1.1994	TGL140726
20	31.03.1998 7 (part of)	Unit 2 (A1B), The Old Laundry (Ground Floor)	06.03.1998 999 years from 1.1.1994	TGL145045

End of register