

# Official copy of register of title

#### Title number HD253325

Edition date 22.01.2009

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- This title is dealt with by Land Registry Leicester Office.

# A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

HERTFORDSHIRE : WELWYN HATFIELD

- 1 (25.11.1988) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Unit, 4 Sutherland Court, Brownfields, Welwyn Garden City (AL7 1BJ).
- 2 (25.11.1988) The Transfer dated 15 June 1987 referred to in the Charges Register contains the following provision:-
  - 6. IT is hereby agreed and declared by the parties hereto that the Purchaser and its successors in title shall not be entitled to any right of light or air or any other rights easements or quasi-easements which would restrict or interfere with the free use of the Commission's adjoining or neighbouring land or any part thereof for building or any other purpose and all privileges or rights in respect of light and air now enjoyed from or over the Commission's adjoining or neighbouring land or any part thereof in favour of the Property or any part thereof shall be deemed to be so enjoyed by the licence or consent of the Commission and not as of right.
- 3 (25.11.1988) Short particulars of the lease(s) (or under-lease(s)) under
  which the land is held:

Date : 24 August 1988

Term : 200 years from 24 August 1988
Rent : A peppercorn and additional rent
Parties : (1) Waxhousegate Developments Limited

- (2) Fineterm Property Management Limited
- (3) Nucleus Management Limited
- 4 (25.11.1988) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason

# A: Property Register continued

- of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
- 5 (25.03.1991) By a Deed dated 20 June 1990 made between (1) Waxhousegate Developments Limited, (2) Fineterm Property Management Limited and (3) Nucleus Management Limited the terms of the registered lease were expressed to be varied.
  - NOTE: No copy of the deed referred to above is held by the Land Registry.
- 6 The landlord's title is registered.
- 7 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## 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 (06.06.2007) PROPRIETOR: MICHAEL TOZER of 1 Marlborough Park, Southdown Road, Harpenden, Hertfordshire AL5 1NL and STANDARD LIFE TRUSTEE COMPANY LIMITED (Co. Regn. No. Sc076046) of 30 Lothian Road, Edinburgh, Scotland EH1 2DH trustees of the Vortex Designs SSAS.
- 2 (06.06.2007) The price stated to have been paid on 10 May 2007 was £300,000 plus VAT.
- 3 (06.06.2007) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

#### C: Charges Register

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

1 (25.11.1988) The land is subject to the following rights reserved by a Transfer of the freehold estate in the land in this title and other land dated 15 June 1987 made between (1) Commission for the New Towns (the Commission) and (2) Contract Gully Cleansing Limited (Purchaser):-

"Excepting and reserving to the Commission and subject to such rights of the Commission and other specified persons as are set out in the Second Schedule hereto

#### THE SECOND SCHEDULE

(Exceptions and Reservations)

- 1. The right to vary in such manner as the Commission may think fit the mode of laying out its adjoining or neighbouring lands or any roads now or during the Specified Period constructed or to be constructed thereon and for such purposes to alter and vary any plans relating thereto and at any time and from time to time the full right and liberty to execute works and erections upon or to alter or rebuild any of the buildings now or during the Specified Period erected or to be erected on its adjoining or neighbouring lands and to use its adjoining or neighbouring lands or buildings now or during the Specified Period erected or to be erected thereon in such manner as it may think fit notwithstanding that the access of light and air to the Property may thereby be interfered with.
- 2. As incident to the ownership or occupation of any other property at Welwyn Garden City free and uninterrupted passage and running for the Commission and all others so authorised or entitled thereto of water soil gas electricity and telephone radio and television signals and all other services (if any) from and to all other parts of Welwyn Gaarden City in through and along all sewers drains pipes mains wires cables lines ducts conduits or other apparatus (in this paragraph collectively referred to as

# C: Charges Register continued

"conduits" and including without prejudice to the generality thereof all cables conduits pipes and other necessary equipment (if any) forming part of the radio and television relay system now installed or in the course of being installed in Welwyn Garden City including extensions to such system) which now are or within the Specified Period shall be laid in upon under across or through the Property or any part thereof and also the right for the Commission and all persons authorised by it and all others entitled thereto to retain all conduits which may be laid in upon under across or through the Property at the date hereof and from time to time to enter upon the Property for the purposes of laying in upon under across or through the Property fresh conduits or extensions to existing conduits or for the purposes of examining the state of repair of all conduits currently laid at the date of any such entry and to repair maintain renew replace relay reinstate or remove the same or any of them the person or persons exercising such right doing as little damage as possible and making good or paying reasonable compensation for all damage caused to the Property in the exercise of the said right and powers (unless relieved from so doing by virtue of any statute)

- 3. Power for the Commission to modify waive or release any restrictions or stipulations relating to the Property or to any other land in Welwyn Garden City aforesaid or any part or parts thereof whether imposed or entered into by the Commission before or at the same time as or after the date of this Transfer and whether or not they are the same as any restrictions or stipulations which currently apply to the Property and the right to modify waive or release hereby reserved shall be exercisable by the Commission and the persons deriving title under it to such of the land at Welwyn Garden City aforesaid as is owned by the Commission at the date hereof or any part or parts thereof except that in the case of persons deriving title by conveyance on sale or exchange it shall be exercised only by those to whom it is expressly assigned.
- 4. The right for the Commission and the owners or occupiers for the time being of the land adjacent to the Property and their servants agents or workmen and all others authorised by them or entitled thereto to enter the Property with or without vehicles plant or machinery for the purposes of repairing or carrying out other lawful works to such adjacent land and any buildings now or during the Specified Period erected or to be erected thereon the person or persons exercising such right doing as little damage as possible to the Property and making good or paying reasonable compensation for any damage thereby occasioned to the Property but without payment of compensation for any annoyance or inconvenience caused to the owners and occupiers of the Property.
- 5. The right to subjacent and lateral support and protection by or from the Property and any buildings now or during the Specified Period erected thereon for the Commission's adjoining or neighbouring land and any buildings now or during the Specified Period erected thereon.
- 6. All other easements rights liberties privileges advantages and quasi-easements (whether or not continuous apparent or reasonably necessary) which are now enjoyed or intended to be enjoyed by the adjoining or neighbouring land or any part thereof over or in respect of the Property or any part thereof so far as the same are not specifically referred to in paragraphs 1-5 of this Schedule."
- 2 (06.06.2007) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

4 Sutherland Court

#### Schedule of notices of leases

06.06.2007

Registration date Property description and plan ref.

and term 05.06.2007 5 years from 05-06-2007

Date of lease

Lessee's title

#### End of register

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