

Title Number : BD209585

This title is dealt with by HM Land Registry, Peterborough 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 or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 3 SEP 2018 at 08:28:44 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	: BD209585
Address of Property	: Land and buildings on the North West side of Pondwicks Road, Luton
Price Stated	: Not Available
Registered Owner(s)	: 2020 DEVELOPMENTS (LUTON) LIMITED (Co. Regn. No. 09804020) of Kenilworth Stadium, 1 Maple Road East, Luton LU4 8AW.
Lender(s)	: Power Court GP Limited

## Title number BD209585

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 3 SEP 2018 at 08:28:44. 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.

LUTON

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings on the North West side of Pondwicks Road, Luton.

2 The Conveyance dated 15 November 1968 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared as follows:-

(a) There is not included in this Conveyance any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any persons deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)"

3 The Conveyance dated 10 June 1983 referred to in the Charges Register contains the following exceptions and reservations and this registration takes effect subject thereto:-

"THERE is excepted and reserved unto the Board:-

(i) any mines or minerals under the property or any right of support from any mines or minerals whatsoever

(ii) any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them)

(iii) right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right

(iv) the right of support from the property for the adjoining property of the Board

(v) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Board

(vi) full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of exercising the right reserved by paragraph (v) of this sub-clause

(vii) full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of maintaining repairing

## A: Property Register continued

renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land

The Board making good any damage occasioned to the property by the exercise of the rights of entry reserved by paragraphs (vi) and (vii) of this sub-clause."

- 4 The Conveyance dated 10 June 1983 referred to above contains the following provision:-

"The Purchaser hereby releases the Board from all obligations (if any) as to fencing in relation to the property (including fencing bounding the railway) and shall indemnify and keep indemnified the Board from their liability (if any) in respect of any such fencing

5. IT IS HEREBY DECLARED that the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the board being expressed to convey the property as Beneficial Owners nor to be in derogation of their grant."

- 5 A Transfer of the land tinted pink and tinted blue on the filed plan and other land dated 21 May 1984 made between (1) The Council of The Borough of Luton and (2) BBK Investments Limited contains the following exception and grant.

"The foul water sewer (the approximate position of which is shown marked with a green line and indicated by "FW Sewer" on the plan) is excepted from the land hereby transferred and the Transferee hereby grants to the Transferor its successors in title licensees agents workmen and all others entitled thereto the following rights:-

(a) full rights and liberty from time to time and at all times hereafter with or without vehicles to pass and repass over and along such parts of the land shown coloured blue and coloured red on the plan as shall from time to time permit reasonable access to the said sewer for the purposes specified in sub clause (b) hereof

(b) full rights and liberty from time to time and at all times hereafter to inspect maintain repair renew use alter or remove the said sewer with adequate working space in the land shown edged green and hatched green on the plan."

The foul water sewer so excepted is excluded from the registration.

-NOTE: Copy plan filed under BD107864.

- 6 (16.07.2003) The land edged brown, edged mauve and edged yellow on the filed plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.
- 7 (10.10.2003) The land edged and numbered 1 in blue on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance thereof dated 12 December 1977 made between (1) Richard Anthony Cooke (Vendor) and (2) The Council of the Borough of Luton (Purchaser):-
- "Together with and subject to all rights of way and drainage and other easements or quasi easements affecting the property hereby conveyed and the adjoining properties"
- 8 (08.03.2011) 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.

### Title absolute

- 1 (22.12.2016) PROPRIETOR: 2020 DEVELOPMENTS (LUTON) LIMITED (Co. Regn. No. 09804020) of Kenilworth Stadium, 1 Maple Road East, Luton LU4 8AW.
- 2 (22.12.2016) A Transfer of the land in this title and other land dated 9 December 2016 made between (1) Power Court GP Limited and Power Court Nominee Limited and (2) 2020 Developments (Luton) Limited contains purchaser's personal covenants.  
  
-NOTE: Copy filed under BD37935.
- 3 (22.12.2016) 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 9 December 2016 in favour of Power Court GP Limited referred to in the Charges Register or their conveyancer.
- 4 (29.12.2016) 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 certificate signed by Power Court Luton Limited Partnership of York House, 45 Seymour Street, London, W1H 7LX or by Jones Day of 21 Tudor Street, London, EC4Y 0DJ that the provisions of clause 21 of an Agreement for Sale dated 2 December 2016 made between (1) Power Court Luton Limited Partnership and (2) 2020 Developments (Luton) Limited have been complied with or that they do not apply to the disposition.

## C: Charges Register

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

- 1 A Conveyance of the land edged and numbered 2 in blue on the filed plan and other land dated 20 February 1897 made between (1) William Henry Brown and Benjamin Seebohm and (2) Heber Cook contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land edged and numbered 3 in blue on the filed plan and other land dated 22 February 1897 made between (1) Heber Cook and (2) Fred Lowe contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land edged and numbered 12 in blue on the filed plan and other land dated 31 January 1898 made between (1) William Henry Brown and Benjamin Seebohm (Vendors) and (2) Heber Cook (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 A Conveyance which included the land edged and numbered 4 in blue on the filed plan dated 15 June 1900 made between (1) Heber Cook and (2) Rose White contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 5 A Conveyance of the land edged and numbered 5, 6 and 7 in blue on the filed plan and other land dated 15 June 1900 made between (1) Heber Cook and (2) William Joseph White contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 A Conveyance of the land edged and numbered 11 in blue on the filed plan dated 27 August 1901 made between (1) Alfred Mardle and (2) Lizzie Etta Mariner contains covenants details of which are set out in the

### C: Charges Register continued

schedule of restrictive covenants hereto.

7 The land edged and numbered 11 in blue on the filed plan is subject to the following rights contained in the Conveyance dated 27 August 1901 referred to above:-

Subject to the joint use of the sewer or drain laid under the said passage for the running of water and soil from the said messuage and premises of the said Sarah Rosson into the main sewer in Henry Street aforesaid.

8 A Conveyance of the land edged and numbered 9 in blue on the filed plan dated 8 April 1902 made between (1) Alfred Mardle and (2) Rose Kilby contains covenants details of which are set out in the schedule of restrictive covenants hereto.

9 A Conveyance of the land edged and numbered 8 in blue on the filed plan dated 9 April 1902 made between (1) Alfred Mardle and (2) Lily Woods contains covenants details of which are set out in the schedule of restrictive covenants hereto.

10 A Conveyance of the land edged and numbered 10 in blue on the filed plan and other land dated 21 September 1903 made between (1) Alfred Mardle and (2) William Rowland Howell contains covenants details of which are set out in the schedule of restrictive covenants hereto.

11 A Conveyance of the land tinted pink and tinted yellow on the filed plan and other land dated 15 November 1968 made between (1) British Railways (Board) (2) The Mayor Aldermen Burgesses of The County Borough of Luton (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

12 The land tinted pink and tinted yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 15 November 1968 referred to above:-

"EXCEPT AND RESERVING to the Board as mentioned in the Second Schedule hereto

THE SECOND SCHEDULE hereinbefore referred to

(1) The right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Board's adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the said property and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the Licence or consent of the Board and not as of right.

(2) The right of support from the said property for the adjoining property of the Board

(3) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the said property on the date hereof and now used for the benefit of the adjoining property of the Board

(4) Full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the said property for the purpose of exercising and right reserved by Paragraph (3) of this Schedule

(5) Full right and liberty for the Board and their successors in title with or without workmen

(a) At all reasonable times to enter upon the said property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land and

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## C: Charges Register continued

The Board shall make good any damage occasioned to the said property by the exercise of the rights of entry reserved by Paragraphs (4) and (5) of this Schedule."

- 13 Such part of the land in this title as forms part of Pondwicks Path is subject to public rights of way.
- 14 A Conveyance of the land tinted mauve on the filed plan dated 10 June 1983 made between (1) British Railways Board (Board) and (2) Kent Meters Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 15 The land tinted blue on the filed plan is subject to such restrictive covenants as may have been imposed thereon before 21 May 1984 and are still subsisting and capable of being enforced.
- 16 (10.10.2003) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 25 September 1987 made between (1) BBK Investments Limited (Grantor) and (2) The Eastern Electricity Board (Grantee):-

"FULL RIGHT AND LIBERTY for the Board to lay maintain repair renew use alter inspect or remove electric cables and lines and conduits or pipes for containing the same where necessary (hereinafter referred to as "the said works") under the land being part of the Grantor's property situate and known as land of Pondwicks Road Luton in the position shown by lengths of black diagonal hatching.

AND ALSO full right and liberty to enter on and break up the surface of so much of the land of the Grantor as may be necessary from time to time for the purpose of laying and thereafter as occasion shall require relaying inspecting repairing renewing altering or removing the said works."

NOTE: The black diagonal hatching referred to above is shown by blue hatching on the filed plan.

- 17 (22.12.2016) REGISTERED CHARGE dated 9 December 2016 affecting also other titles.

NOTE: Charge reference BD37935.

- 18 (22.12.2016) Proprietor: POWER COURT GP LIMITED (Co. Regn. No. 07550993) of York House, 45 Seymour Street, London W1H 7LX.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 20 February 1897 referred to in the Charges Register:-

The said Heber Cook hereby covenants with the said William Henry Brown and Benjamin Seebohm that he the said Heber Cook his heirs or assigns will within three months from the date hereof erect and forever thereafter maintain a good and sufficient boundary fence not less than five feet high on the North West and South West sides of the said plot of land hereby conveyed as marked 'T' on the said plan drawn on the back hereof. And that he the said Heber Cook his heirs or assigns will not at any time hereafter do or suffer to be done upon the said hereditaments hereby conveyed anything which shall be to the annoyance or prejudice of the owners or occupiers of other parts of the estate of the said William Henry Brown and Benjamin Seebohm near to or adjoining the said premises hereby conveyed. And also that the said hereditaments hereby conveyed or any messuages erected thereon shall not at any time hereafter be used for the sale in any way of Beer Wine or Spirits.

NOTE: The boundaries referred to are now internal.

- 2 The following are details of the covenants contained in the Conveyance dated 22 February 1897 referred to in the Charges Register:-

The said Fred Lowe doth hereby covenant with the said Heber Cook that he the said Fred Lowe his heirs or assigns will not at any time

## Schedule of restrictive covenants continued

hereafter do or suffer anything to be done upon the said premises hereby conveyed which shall be to the annoyance or prejudice of the owners or occupiers of premises near to or adjoining the said hereditaments hereby conveyed. And also that the said premises shall not at any time hereafter be used for the sale in any way of beer, wine or spirits.

- 3 The following are details of the covenants contained in the Conveyance dated 31 January 1898 referred to in the Charges Register:-

"AND the Purchaser hereby Covenants with the Vendors that he the Purchaser his heirs or assigns will at all times observe and perform the several stipulations and restrictions set forth in the Schedule hereunder written.

THE SCHEDULE before referred to:

1. THE trade or business of an Innkeeper Victualler or retailer of Beer Wines or Spirits or any noisome or offensive trade or any of them shall not be carried on upon the premises hereby conveyed or any part thereof."

- 4 The following are details of the covenants contained in the Conveyance dated 15 June 1900 referred to in the Charges Register:-

COVENANT by said William Joseph White with the said Heber Cook that he the said William Joseph White his heirs or assigns would not at any time thereafter do or suffer anything to be done upon the said hereditaments and premises thereby conveyed which should be to the annoyance or prejudice of the owners or occupiers of the hereditaments and premises near to or adjoining the said hereditaments and premises thereby conveyed AND ALSO that the said hereditaments and premises thereby conveyed should not at any time thereafter be used for the sale in anyway of beer wines or spirits."

- 5 The following are details of the covenants contained in the Conveyance dated 27 August 1901 referred to in the Charges Register:-

"AND the said Lizzie Etta Mariner hereby COVENANTS with the said Alfred Mardle that she the said Lizzie Etta Mariner her heirs and assigns will not at any time hereafter do or suffer anything to be done upon the said hereditaments and premises hereby conveyed which shall be to the annoyance or prejudice of the owners or occupiers of the messuages and premises near to or adjoining the said hereditaments and premises hereby conveyed AND ALSO that the said plot of land message and premises hereby conveyed shall not at any time hereafter be used for the sale in any way of beer wines or spirits."

- 6 The following are details of the covenants contained in the Conveyance dated 8 April 1902 referred to in the Charges Register:-

"AND the said Rose Kilby hereby covenants with the said Alfred Mardle that she the said Rose Kilby her heirs and assigns will not at any time hereafter do or suffer anything to be done upon the said hereditaments and premises hereby conveyed which shall be to the annoyance or prejudice of the owners or occupiers of the messuages and premises near or to adjoining the said hereditaments and premises hereby conveyed And also that the said plot of land message and premises hereby conveyed shall not at any time hereafter to be used for the sale in any way of beer wines or spirits And also that she the said Rose Kilby her heirs and assigns will for ever hereafter maintain a proper boundary fence not less than five feet high along the North West side of the said hereditaments and premises hereby conveyed."

- 7 The following are details of the covenants contained in the Conveyance dated 9 April 1902 referred to in the Charges Register:-

"And the said Lily Woods hereby Covenants with the said Alfred Mardle That she the said Lily Woods her heirs and assigns will not at any time hereafter do or suffer anything to be done upon the said hereditaments and premises hereby conveyed which shall be to the annoyance or prejudice of the owners or occupiers of the messuages and premises near to or adjoining the said hereditaments premises hereby conveyed And also that the said plot of land message and premises hereby conveyed

## Schedule of restrictive covenants continued

shall not at any time hereafter be used for the sale in any way of beer wines or spirits And also that she the said Lily Woods her heirs and assigns will for ever hereafter maintain a proper boundary Fence not less than five feet high along the North West side of the said hereditaments and premises hereby conveyed."

8 The following are details of the covenants contained in the Conveyance dated 21 September 1903 referred to in the Charges Register:-

"The said William Rowland Howell hereby covenants with the said Alfred Mardle that he the said William Howell his heirs and assigns will not at any time hereafter do or suffer anything to be done upon the said hereditaments and premises hereby conveyed which shall be to the annoyance or prejudice of the owners or occupiers of the messuages and premises near to or adjoining the said hereditaments and premises hereby conveyed And also that the said hereditaments and premises hereby conveyed shall not at any time hereafter be used for the sale in any way of beer wines or spirits."

9 The following are details of the covenants contained in the Conveyance dated 15 November 1968 referred to in the Charges Register:-

For the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in title owners for the time being of the said property or any part thereof in whosoever hands the same may come the Corporation hereby covenant with the Board as follows:-

(i) Not at any time

(a) Without previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto and

(b) Without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose to erect or add to any building or structures or to execute any works on any part of the property within a distance of twenty feet of the Board's land and works.

10 The following are details of the covenants contained in the Conveyance dated 10 June 1983 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the property or any part thereof in whosoever hands the same may come the Purchaser hereby covenants with the Board as follows:-

(1) Not at any time -

(a) without previously submitting detailed plans and sections thereof to the Board and obtaining their approval thereto and

(b) without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose.

to erect or add to any building or structures or to execute any works on any part of the property

(2) Within one month of the date hereof to erect and at all times hereafter to maintain repair and renew to the satisfaction of the Board a concrete post and three strand wire fence of at least 1.8 metres in height between the points marked A-B on the said plan such fence upon erection to be the property of the Board."

NOTE: The boundary A-B referred to is the north-eastern boundary of the land tinted mauve on the filed plan."

End of register