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Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number HD39202

Edition date 01.11.2022

- This official copy shows the entries on the register of title on 18 JUN 2024 at 12:52:36.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Nov 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Leicester Office.

A: Property Register

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

HERTFORDSHIRE : WELWYN HATFIELD
HERTFORDSHIRE : ST ALBANS

- 1 (13.10.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hatfield Aerodrome, Hatfield.
- 2 The land edged and numbered 4, 5, 6, 7, 17 and 18 in blue on the filed plan has the benefit of a right of way in common with others over the land hatched brown on the filed plan.
- 3 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 The land edged and lettered P in red on the filed plan added to the title on 5 December 1966.
- 5 By virtue of a Transfer dated 31 July 1968 by Hawker Siddeley Aviation Limited to St Albans Sand & Gravel Company Limited the freehold beds of sand and gravel lying in or under the land edged yellow on the filed plan have been removed from this title and registered under Title No. HD53815 together with rights of entry and of working upon the surface and erecting buildings and machinery thereon until 31 December 1988 as therein mentioned.

NOTE: Transfer filed under HD53815.
- 6 The land edged and lettered Q in red on the filed plan added to the title on 10 April 1970.
- 7 The land edged and lettered R,S,T,U,V,W and X in red on the filed plan restored to the title on 23 April 1980.
- 8 The land edged and lettered T and W in red on the filed plan has the benefit of the following rights granted by a Transfer thereof and other land dated 29 February 1980 made between (1) Hawker Siddeley Properties Limited and (2) British Aerospace:-

"Together with rights of way at all times with or without vehicles over the two pieces of land shown edged green on such Plan No. 2."

NOTE: The land edged green on Plan No. 2 referred to is tinted brown

A: Property Register continued

and hatched brown on the filed plan.

- 9 The land has the benefit of the rights reserved by the Transfer of the land edged and numbered HD191277 in green on the title plan dated 4 March 1985 referred to in the Charges Register.
- 10 The land has the benefit of the rights reserved by the Transfer of the land edged and numbered HD192098 in green on the title plan dated 19 March 1985 referred to in the Charges Register.
- 11 The land has the benefit of the rights reserved by the Transfer dated 24 July 1985 referred to by the Transfer dated 19 March 1985 referred to above except sub-clause (iv) refers to sub-clauses (i) (ii) and (iii).

NOTE: Original plan filed under HD196937.

- 12 The filed plan has been amended to include the land tinted mauve.
- 13 The land tinted brown on the filed plan is not included in the title.
- 14 The land has the benefit of the following rights reserved by the Transfer dated 22 May 1989 referred to in the Charges Register:-

"EXCEPTING AND RESERVING unto the transferor and its successors in title for the benefit of the remainder of the land comprised in the above mentioned title (hereinafter called "the retained land"):-

(1) The right to use for all proper purposes connection with the retained land any sewers drains watercourses pipes cables wires or other channels or conductors now laid in under or over the land hereby transferred with power at any reasonable time upon giving prior written notice to enter upon for the purpose of repairing renewing maintaining inspecting or cleansing the same (the transferor and its successors in title paying a fair and proper proportion of the cost of maintaining such as may be in common)

(2) All rights of drainage light water air support and all liberties privileges and advantages now used or enjoyed therewith by the retained land (whether as quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) and

(3) Any easement or way light or air which would or might interfere with or restrict the free use of the retained land for building or any other purposes whatsoever and hereby expressly excepted and it is hereby declared that the transferee and its successors in title shall not become entitled to any such rights for the benefit of the land hereby transferred."

- 15 The land has the benefit of the following rights granted by the First Schedule to a Deed dated 28 February 1991 made between (1) British Aerospace Plc (Grantee) and (2) Arlington Business Parks Limited (Grantor) but is subject to the following rights granted by the Second Schedule to the said Deed:-

"In consideration of the rights hereby granted by and the covenants herein entered into by the Grantee the Grantor as beneficial owner hereby grants to the Grantee in fee simple the rights set out in the First Schedule to the intent that such rights shall be appurtenant to each and every part of the Property and any building or buildings from time to time constructed thereon

In consideration of the rights hereby granted by and the covenants herein entered into by the Grantor the Grantee as beneficial owner hereby grants to the Grantor in fee simple the rights set out in the Second Schedule

THE FIRST SCHEDULE

Rights granted by the Grantor

(1) The right to the full and free passage and running of gas electricity water and telephones and other electric signals optical signals and data in any form through the Service Conduits now existing

A: Property Register continued

in the Easement Strips and which serve the BAe Land and any part of Comet Park not comprised in the Property together with the right (upon reasonable notice and at reasonable times except in an emergency) to inspect repair maintain and replace any such Service Conduits causing as little damage and inconvenience as possible and forthwith making good any damage done thereby to the Property

(2) The right (in common with all other persons entitled to a like or similar right) to pass and repass at all times and for all purposes with or without vehicles over and along the part of the Property shown coloured yellow on the Plan for the purpose of access to the parts of the Comet Park not comprised in the Property but not so as to interfere in any way with any building works on the Property or the rights of any contractor or any other person not a party hereto

THE SECOND SCHEDULE

Rights granted by the Grantee

(1) The right (in common with all other persons entitled to a like or similar right) to pass and repass at all times and for all purposes with or without vehicles over and along the Access Road together with the right to enter on the Access Road for the purpose of maintaining repairing renewing and/or resurfacing the same

(2) The right to enter on the BAe Land and to place or construct thereon a surface water pumping station in such position as the Grantor may reasonably require and to lay pipes or drains from the Property the said pumping station and/or to the River Ellenbrook or any other surface water drainage system situated on the BAe Land and to connect the said pipes or drains to the said surface water drainage system

(3) The right subject to clause 5 hereof to draw water from the artesian wells and boreholes situated on the BAe Land and for all purposes in connection with the Property and to lay pipes from such artesian wells and boreholes through the BAe Land to the Property

(4) The right to the full and free running of gas electricity water soil drainage air smoke or other effluvia telephone and other electric signals optical signals data in any form and any other services from and to the Property through any Service Conduits now or within the period of 80 years from the date hereof (which shall be the perpetuity period applicable hereto) passing through under or over the BAe Land and serving the Property together with the right (on reasonable notice and at reasonable times except in an emergency) to make connection thereto and together with all necessary rights to enter on the BAe Land for the purpose of making such connections and for the purpose of inspecting cleansing maintaining repairing and renewing any such Service Conduits causing as little damage and inconvenience as possible in the exercise of such rights and forthwith making good any damage done thereby to the BAe Land."

NOTE 1: The Easement strips and the Access Road are shown by a pink line and by brown edging respectively on the plan in the Deed. The following is a copy of Clause 5 referred to:-

"5. The Grantor for itself and its successors in title hereby covenants with the Grantee to pay to the Grantee on demand a due proportion of the cost of any water drawn pursuant to paragraph (3) of the Second Schedule such proportion to be calculated according to the quantity drawn by the Grantor in any year as a proportion of the total quantity drawn in any year."

NOTE 2: Copy plan filed under HD284319.

- 16 The land has the benefit of the rights reserved by the Transfer of the land edged and numbered HD297619 in green on the title plan dated 19 May 1992 referred to in the Charges Register.
- 17 (22.02.1993) The land has the benefit of the following rights reserved by the Transfer dated 18 December 1992 referred to in the Charges Register:-

A: Property Register continued

"EXCEPTING AND RESERVING to the Vendor and its successors in title and assigns the rights described in the Second Schedule hereto

THE SECOND SCHEDULE

Reservations

(1) The right to the full and free running of gas electricity water soil drainage air smoke or other effluvia telephone and other electrical signals optical signals data in any form and any other services from and to the Property through any Service Conduits now passing through under or over the Property and serving the BAe Land Provided that subject to the Purchaser first providing at its own cost alternative Service Conduits equally commodious and of at least as good a standard as the Service Conduits now passing through under or over the property and serving the BAe land the Purchaser may from time to time divert or stop up the Service Conduits

(2) The right (upon reasonable notice and at reasonable time except in an emergency) to inspect repair maintain and replace any Service Conduits now or within the Perpetuity Period in on or under the Property but not under or so as to affect any building on the Property and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (save in the case of emergency) to enter upon the Property with or without workmen and appliances for such purposes."

18 (21.02.1994) A Deed dated 2 February 1994 made between (1) British Aerospace Public Limited Company (Grantee) and (2) Comet Park Hatfield Limited (Grantor) is expressed to grant the following rights contained in the First Schedule thereto. The said Deed also grants the following rights in the Second Schedule thereto and this registration takes effect subject thereto.

"the Grantor as beneficial owner hereby grants to the Grantee in fee simple the rights set out in the first schedule to the intent that such rights shall be appurtenant to each and every part of the Property and any building or buildings from time to time constructed thereon the Grantee as beneficial owner hereby grants to the Grantor in fee simple the rights set out in the second schedule.

THE FIRST SCHEDULE

Rights granted by the Grantor

The right to the full and free passage and running of gas electricity water and telephones and other electric signals optical signals and data in any form through the Service Conduits now existing in the Easement Strips and which serve the BAe Land together with the right (upon reasonable notice and at reasonable times except in an emergency) to inspect repair maintain and replace any such Service Conduits causing as little damage and inconvenience as possible and forthwith making good any damage done thereby to the Property.

THE SECOND SCHEDULE

Rights granted by the Grantee

(1) The right (in common with all other persons entitled to a like or similar right) to pass and repass at all time and for all purposes with or without vehicles over and along the Access Road together with the right to enter on the Access Road for the purpose of maintaining repairing renewing and/or resurfacing the same.

(2) The right to the full and free running of gas electricity water soil drainage air smoke or other effluvia telephone and other electric signals optical signals data in any form and any other services from and to the Property through any Service Conduits now or within the period of 80 years from the date hereof (which shall be the perpetuity period applicable hereto) passing through under or over the BAe Land and serving the Property together with the right (on reasonable notice and at reasonable times except in an emergency) to make connections

A: Property Register continued

thereto and together with all necessary rights to enter on the BAe Land for the purpose of making such connections and for the purpose of inspecting cleansing maintaining repairing and renewing any such Service Conduits causing as little damage and inconvenience as possible in the exercise of such right and forthwith making good any damage done thereby to the BAe Land".

NOTE 1: The land contains the following definitions:-

"Comet Park"

means the property known as Comet Park Hatfield Aerodrome Hatfield Hertfordshire shown for the purpose of identification edged with a broken black line on the Plan.

"The Property"

means the land forming part of Comet Park comprised in title No. HD312756 and shown for the purpose of identification edged red on the Plan.

"the BAe Land"

means the land other than Comet Park comprised in title No. HD39202.

"the Access Road"

means the road leading from Comet Park to the public highway forming part of the land comprised in the title No. HD39202 and shown for the purpose of identification only edged brown on the Plan.

"the Easement Strips"

means those parts of the Property shown for the purpose of identification coloured pink on the Plan.

"Service Conduits"

means all pipes mains drains sewers wires cables ducts gullies gutters channels and watercourses and any other conduits for carrying gas electricity water soil air smoke and other effluvia fuel telephone and other electric signals optical signals data in any form and any other services.

NOTE 2: Original plan filed.

- 19 (20.05.1997) The land edged and numbered 10 in blue and tinted yellow, and the brown broken lines on the filed plan are no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.
- 20 (18.08.1998) The land edged and numbered 12, 13 and 24 in blue and the blue broken line at points F-G 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.
- 21 (04.02.1999) The land edged and numbered 9 in blue on the filed plan is no longer of any significance and should be ignored since the entry in the register which gave rise to the reference has been cancelled.
- 22 (25.02.1999) The land has the benefit of the following rights reserved by the Transfer dated 9 October 1998 referred to in the Charges Register:-

"EXCEPT AND RESERVING to the Vendor and its successors in title and assigns the rights described in the Second Schedule hereto

THE SECOND SCHEDULE Reservations

(1) The right to the full and free running of gas electricity water soil drainage air smoke or other effluvia telephone and other electrical signals optical signals data in any form and any other

A: Property Register continued

services from and to the Property through any Service Conduits now passing through under or over the Property and serving the Retained Land Provided that subject to the Purchaser first providing at its own cost alternative Service Conduits equally commodious and of at least as good cost alternative Service Conduits equally commodious and of at least as good a standard as the Service Conduits now passing through under or over the Property and serving the Retained Land the Purchaser may from time to time divert or stop up the Service Conduits

(2) The right (upon reasonable notice and at reasonable times except in an emergency) to inspect repair maintain and replace any Service Conduits now or within the Perpetuity Period in on or under the property but not under or so as to affect any building on the Property and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (save in the case of emergency) to enter upon the Property with or without workmen and appliances for such purposes."

NOTE: The land edged and numbered HD297619 in green on the filed plan forms part of the Property referred to

The Service Conduits referred to means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services.

The Perpetuity Period referred to is 80 years from 9 October 1998.

The Retained Land referred to is the land in this title.

- 23 (19.07.2000) The land has the benefit of and is subject to the rights granted by a Deed dated 30 June 2000 made between (1) BAe Systems Plc (2) Arlington Property Developments Limited.

The Deed also contains restrictive covenants by the Grantee.

NOTE 1: Original filed under HD389398

By a Deed dated 13 February 2001 made between (1) Arlington Property Developments Limited and (2) University of Hertford Higher Education Corporation certain of the rights granted by the copy Deed were modified as therein mentioned.

NOTE 2: Original filed under HD395551.

- 24 (04.01.2001) The edging and numbering 1 in yellow on the filed 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.
- 25 (21.02.2001) The land has the benefit of the rights reserved by but is subject to the rights granted by Transfer of the land edged and numbered HD395551 in green on the filed plan and other land dated 13 February 2001 made between (1) BAE Systems PLC and (2) University of Hertfordshire Higher Education Corporation .

NOTE: Original filed under HD395551.

- 26 (12.07.2001) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HD399159 in green on the filed plan dated 29 June 2001 made between (1) BAE Systems Plc (Transferor) and (2) Arlington Property Developments Limited (Transferee):-

"The Transferor hereby grants to the Transferee for the benefit of the Property the right in fee simple in common with the Transferor the owners and occupiers from time to time with the other parts of the Park and other persons entitled to a like or similar right

2.1 to pass and repass to and from the Property at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the estate roads and on foot only over the footpaths constructed or to

A: Property Register continued

be constructed at the Park from time to time within the Perpetuity Period and intended for general use But so that no vehicle of any nature shall at any time be parked on any such road or accessway except in such areas thereof as may from time to time be set apart for that purpose

2.2 to use the Service Conduits which are now or may within the Perpetuity Period be laid in on through under or upon the remainder of the Park and serving the Property together with the right at all reasonable times after giving reasonable notice (except in the case of emergency) to make connections thereto together with all necessary rights to enter for the purpose of making such connections and to inspect repair maintain and replace any such Service Conduits causing as little damage or inconvenience as possible in the exercise of this right and making good any damage done thereby to any land and premises

The following rights are reserved to the Transferor and its successors in title and assigns and persons deriving title under them and their respective servants agents and visitors for the benefit of the remainder of the land comprised in Land Registry Title Number HD39202 and each and every part thereof (in common with all other persons entitled to a like or similar right):-

3.1 to use the Service Conduits which are now or may within the Perpetuity Period be laid in through under or upon the Property and which serve any other part of the Park

3.2 (upon reasonable notice and at reasonable times except in an emergency) to construct connect to inspect repair maintain and replace any Service Conduits in on or under the Property but not under or so as to affect any building on the Property and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (except in case of emergency) to enter upon the Property with or without workmen and appliances for such purposes and during the Perpetuity Period to build additional or relay any Service Conduits upon in over through or under the Property to serve any land forming part of the Park and to enter upon the Property for that purpose (upon reasonable notice and at reasonable notice and at reasonable times except in an emergency) the persons exercising such rights doing as little damage as practicable to the Property and forthwith making good all such damage

3.3 of support as now enjoyed by the other parts of the Park from the Property."

NOTE: The Transfer contains the following definitions:

"Perpetuity Period" means the period of eighty years from the date of this Transfer.

"Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services.

"Park" means the land and buildings known as Hatfield Aerodrome Business Park.

- 27 (12.07.2001) The land edged blue on the supplementary plan No 5 to the filed 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.
- 28 (12.07.2001) 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 HD399160 in green on the filed plan dated 31 May 2001 made between (1) BAE Systems Limited (Transferor) and (2) Arlington Property Developments Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.
- 29 (13.07.2001) The land edged and numbered 1 to 4 inclusive in blue on

A: Property Register continued

the supplementary plans numbered 6 and 7 to 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.

- 30 (13.07.2001) 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 HD399185 in green on the filed plan dated 1 June 2001 made between (1) BAE Systems Limited (Transferor) and (2) API (NO 14) Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.
- 31 (13.07.2001) 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 HD399191 in green on the filed plan dated 29 June 2001 made between (1) BAE Systems Limited (Transferor) and (2) A.P.I. (No. 11) Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.
- 32 (13.07.2001) The land edged brown 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.
- 33 (13.07.2001) The lands edged and numbered 14, 15 and 20 in blue on the on the title 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.
- 34 (02.08.2001) The land tinted blue on Supplementary plan no. 4 to the 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.
- 35 (02.08.2001) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HD399726 in green on the filed plan dated 3 July 2001 made between (1) BAe Systems Plc (Transferor) and (2) Bovis Homes and Bryant Homes Southern Limited (Transferee):-

"RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

The following rights are reserved to the Transferor and its successors in title and assigns and persons deriving title under them and their respective servants agents and visitors for the benefit of the remainder of the land comprised in Land Registry Title Number HD39202, HD182481, HD182508 and HD117162 and each and every part thereof and the Transferee hereby grants to HPBL for the benefit of the HPBL Land and each and every part (in common with all other persons entitled to a like or similar right):-

5.1 to use the Service Conduits which are now or may within the Perpetuity Period be laid in through under or upon the Property and which serve any other part of the Park

5.2 (upon reasonable notice and at reasonable times except in an emergency) to construct to inspect repair maintain and replace and relocate any Service Conduits in on or under the Property but not under or so as to affect any building on the Property or the curtilage of any building and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (except in case of emergency to enter upon the Property with or without workmen and appliances for such purposes and during the Perpetuity Period to build additional or relay any Service Conduits upon in over through or under Structure Landscaping to serve any land forming part of the Park and to enter upon the Structure Landscaping for that purpose (upon reasonable notice and at reasonable times except in emergency) the persons exercising such rights doing as little damage as practicable to the Property and forthwith making good all such damage

5.3 The right to pass and repass at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at public expense over and along the estate roads and on foot only over the footpaths intended for general use and from time to

A: Property Register continued

time within the Property but so that no vehicle of any nature shall at any time be parked on any such road or accessway or any part thereof except in such areas thereof as may from time to time be set apart for that purpose and Provided that in exercising the aforesaid rights the Transferor and its successors in title shall not cause any obstruction on or cause any damage to such roads or footpaths or any part thereof which are for use for general and/or public transport

5.4 All rights of support shelter and protection and rights of light and air from the Property as are enjoyed by the Park and the development thereon once completed by the Transferor and/or APDL and/or its or their successors in title

5.5

5.6 Rights of support and shelter from the Property as are enjoyed by the remaining parts of the Park

RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor hereby grants to the Transferee for the benefit of the Property the right in fee simple in common with the Transferor the owners and occupiers from time to time with the other parts of the Park and other persons entitled to a like or similar right

4.1 to pass and repass to and from the Property at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the estate roads and on foot only over the footpaths constructed or to be constructed at the Park from time to time within the Perpetuity Period and intended for general use But so that no vehicle of any nature shall at any time be parked on any such road or accessway except in such areas thereof as may from time to time be set apart for that purpose and provided further that until such time as the Spine Road and related footpaths shall be constructed pursuant to this Transfer and the Section 106 Agreement this right shall take effect as if references to estate roads and footpaths were references to the land upon which such estate roads and footpaths are to be constructed

4.2 to use the Service Conduits so as to serve up to 1200 Dwellings (but no more) which are now or may be within the Perpetuity Period be laid in on through under or upon the remainder of the Park and serving or intended to serve the Property together with the right at all reasonable times after giving reasonable notice (except in case of emergency) to make connections thereto together with all necessary rights to enter for the purpose of making such connections and to inspect repair maintain and replace any such Service Conduits causing as little damage or inconvenience as possible in the exercise of this right and making good any damage done thereby to any land and premises

4.3 subject to receipt of all Necessary Consents and to the approval of the Transferor and APDL to detailed plans and specifications in respect thereof (such approval not to be unreasonably withheld or delayed) a right to:-

4.3.1 connect any estate roads and footpaths constructed or to be constructed upon the Property at any time during the Perpetuity Period into the Spine Road (as that expression is defined in the Section 106 Agreement

4.3.2 connect any part of the Strategic Footpath and Cycle Route (as that expression is defined in the Section 106 Agreement) to be constructed upon the Property pursuant to the Section 106 Agreement to any other phase of the Strategic Footpath and Cycle Route to be constructed by APDL upon the remainder of the Park during the Perpetuity Period together with a right to pass and repass on foot and with or without cycles over those parts of the Strategic Footpath and Cycle Route constructed or to be constructed upon the Park during the Perpetuity Period until such time as the Strategic Footpath and Cycle Route shall be adopted and maintained at the public expense

4.3.3 construct (where permitted by the local planning authority) an access whether for the use of buses only or for the use by any vehicles

A: Property Register continued

(as permitted by the local planning authority) from any estate road and footpath to be constructed on the Property within the Perpetuity Period and connecting into the Strategic Transport Route (as defined in the Section 106 Agreement) which runs contiguous with the boundary of the Property

4.3.4 lay and construct along a route first approved by APDL (such approval not to be unreasonably withheld or delayed) Service Conduits so as to connect the Property to the smaller of the 2 balancing ponds constructed or to be constructed by APDL in the approximate position shown on Plan A (subject to APDL first confirming in its reasonable opinion that the balancing pond has sufficient capacity to serve the Transferees requirements and that the capacity of the balancing pond will not be adversely affected by such requirements (such confirmation not to be unreasonably withheld or delayed) together with a right to the free passage of storm and surface water through such Service Conduits into the balancing pond together also with a right at all reasonable times on reasonable notice (save in case of emergency) to inspect repair replace maintain and relay such Service Conduits until such time as they shall be adopted and maintainable at public expense provided that in exercising such rights the Transferee shall cause as little damage and inconvenience to the Transferor and/or APDL as possible and make good all damage caused as soon as possible

together in each case with all necessary rights to enter such parts of the Park as are owned by the Transferor or APDL as may be necessary for the purpose of making such connections and laying such estate roads and footpaths and causing as little damage as possible in the exercise of this right and making good any damage done thereby

4.4 rights of support and shelter from the remaining parts of the Park (which as at the date of this Transfer are owned by the Transferor) as are enjoyed by the Property"

NOTE 1: The Transfer contains the following definitions:-

"APDL" means Arlington Property Developments Limited

"HPBL" means Hatfield Business Park Limited

"the HPBL Land" means the land within the Park comprised or formerly comprised in Land Registry Title Number HD297619

"Dwellings" means any unit of residential accommodation including a flat and the curtilage thereof

"Necessary Consents" means planning permission and all other consents licenses permission and approvals whether of a public or private nature which shall be relevant in the context

"Perpetuity Period" means the period of eighty years from the date of this Transfer

"Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services

In addition:-

"The Property" is the land comprised in title HD399726.

"The Section 106 Agreement" is the Section 106 Agreement dated 29 December 2000 referred to in the Charges Register.

No balancing pond was indicated on plan A referred to in clause 4.3.4.

NOTE 2: Original plan C filed.

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37 (03.12.2001) The land has the benefit of the following rights reserved by but is subject to the following rights granted by the Transfer of the land edged and numbered HD403281 in green on the filed plan dated 23 November 2001 referred to in the Charges Register:-

"2. RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

The following rights are reserved to the Transferor and its successors in title and assigns and persons deriving title under them for the benefit of the Retained Land and every part thereof (in common with all other persons entitled to a like or similar right):-

2.1 to the full and free passage and running of water sewerage gas electricity soil and other services through the Service Conduits which are now or may within the Perpetuity Period be laid in through under or over the Property transferred and which serve any other part of the Retained Land Provided that the Transferee may vary the route of such Service Conduits at any time subject to a continuous supply of services being maintained at all times and the capacity of such Service Conduits are not reduced

2.2 (upon reasonable notice and at reasonable times except in an emergency) to connect to inspect repair maintain and replace any Service Conduits in on or over the Property causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (except in case of emergency) to enter upon the Property with or without workmen and appliances for such purposes Provided that (i) the Sellers will not overuse the foregoing so as to over load or damage the service conduits and (ii) the sellers will pay a fair and reasonable proportion calculated as to use any maintenance or repair to them

2.3 a right of way at all times and for all purposes with or without vehicles over the part of the Property shown hatched black on the plan annexed hereto together with the right to connect onto such land from the Retained Land the Seller making good any damage caused and causing as little interference as possible to the Property transferred subject to the Seller contributing a fair and reasonable proportion assessed according to user of the cost of maintaining and repairing the same

2.4 A right of way at all times and for all purposes with or without vehicles over the Property between the land shown hatched black on the plan annexed hereto and the boundary of the Property between the points marked "A" and "B" along such route as the Transferee may from time to time reasonably determine subject to the Transferor contributing a fair and reasonable proportion according to user of the cost of maintaining and repairing the same Provided that the route of any such right of way shall not (in the Transferees reasonable opinion) prejudice or interfere with the Transferee's redevelopment of the Property for high class residential use or such other use as shall be lawfully permitted and that for the avoidance of doubt nothing herein shall require the Transferee to procure a metalled or hardened surface

2.5 the right with or without vehicles workmen plant and machinery to enter upon the Property for the purposes of:-

(i) in the event of the owner for the time being of the Property failing to comply with the obligations contained in Clause 4.1 hereof carrying out works of repair and/or maintenance to the roadways referred to in clause 2.3 above at the cost of the owner for the time being of the Property subject to the Transferors liability to contribute as aforesaid

(ii) carrying out any highway works reasonably required by the Transferor or highway authority or planning authority to the roadway referred to in Clause 2.3 above provided that such work shall be carried out in a good and workmanlike manner and so as to cause as little damage and inconvenience as possible and making good the damage caused to the reasonable satisfaction of the owner for the time being of the Property and nothing herein shall obstruct or prevent the use of the roadway in connection with the Transferee's redevelopment of the Property for high class residential use or shall be lawfully permitted

A: Property Register continued

unless (where such works would prevent the use of the roadway) the person carrying out such works first provides a suitable alternative for the access to the Property duration of such works

3. RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor grants for the benefit of the Property transferred in fee simple (so far as the transferor is able to grant the same) in common with the Transferor the owners and occupiers from time to time of the other parts of the Retained Land and other persons entitled to the like or similar rights:-

3.1 to drain surface water from the Property into the ditches and culverts on the Retained Land to the same extent and capacity on the same drains as at present Provided that the Transferor may vary the route of such ditches and culverts at any time provided that the service is maintained and the capacity is not reduced

3.2 The right of free and uninterrupted passage of running of water and electricity from and to the Property through the pipes, cables, wires ducts and conduits that are now laid under or over the Retained Land together with the land formerly part of title number HD39202 together with the rights (upon reasonable notice and at reasonable times except in the case of emergency) to enter thereon to maintain repair and renew such conduits doing as little damage or inconvenience as possible and forthwith making good any damage done with as little interference as possible to the said land Provided that the Transferor may at its sole expense and in accordance with all necessary statutory requirements and upon reasonable notice at any time vary the route of such pipes cables wires ducts and conduits provided that the supply of electricity or water (as appropriate) is maintained and a connection to the relevant statutory undertaker is available."

NOTE 1: The Transfer contains the following definitions:-

"Retained Land" means the remainder of the land registered under the above mentioned Title Number HD39202

"Perpetuity Period" means the period of eighty years from the date of this Transfer (which will be the perpetuity period applicable to this Transfer)

"Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services.

NOTE 2: The land hatched black referred to is shown by blue hatching on supplementary plan number 8 to the filed plan. The points marked "A" and "B" referred to have been lettered "A" and "B" in blue on the filed plan.

- 38 (27.02.2002) 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 HD405652 in green on the filed plan and other land dated 4 February 2002 made between (1) BAE Systems PLC (Transferor) and (2) API (No.17) Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.
- 39 (27.02.2002) 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 HD405653 in green on the filed plan and other land dated 4 February 2002 made between (1) BAE Systems PLC (Transferor) and (2) API (No.18) Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.
- 40 (27.02.2002) 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 HD405654 in green on the filed plan dated 4 February 2002 made between (1) BAE Systems PLC (Transferor) and (2) Arlington Property Developments Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.
- 41 (06.06.2002) The land has the benefit of the rights reserved by but is

A: Property Register continued

subject to the rights granted by a Transfer of the land edged and numbered HD408568 in green on the filed plan dated 22 May 2002 made between (1) BAE Systems PLC (Transferor) and (2) Arlington Property Developments Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.

- 42 (10.06.2002) 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 HD408633 in green on the filed plan dated 22 May 2002 made between (1) BAE Systems PLC (Transferor) and (2) API (No.11) Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.
- 43 (25.10.2002) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HD412587 in green on the filed plan dated 28 August 2002 made between (1) BAE Systems PLC ("Transferor") and (2) Industrial Development Partnership II (Trading Subsidiary) Limited ("Transferee"):-

"RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor hereby grants to the Transferee for the benefit of the Property and each and every part thereof the right in fee simple in common with the Transferor the owners and occupiers from time to time with the other parts of the Park and other persons entitled to like or similar rights:

4.1 to pass and repass to and from the Property at all times and for all purposes with or without vehicles until the same be adopted as public highways maintainable at the public expense over and along the estate roads and accesses to the Property and on foot only over the footpaths constructed or to be constructed at the Park from time to time within the Perpetuity Period and intended for general use and which roads and footpaths connect into the adopted public highway But so that no vehicle of any nature shall at any time be parked on any such road or accessway except in such areas thereof as may from time to time be set apart for that purpose

4.2 to use the Service Conduits which are now or may within the Perpetuity Period be laid in on through under or upon the remainder of the Park and serving the Property together with the right at all reasonable times after giving reasonable notice (except in case of emergency) to make connections thereto and to inspect repair maintain and replace any such Service Conduits together with all necessary rights to enter upon all necessary parts of the remainder of the Park (but not upon or so as to affect any buildings now or from time to time on the remainder of the Park) for the purpose of undertaking the same causing as little damage or inconvenience as possible in the exercise of these rights and making good any damage done thereby as soon as possible

RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

The following rights are reserved to the Transferor and persons deriving title under them and their respective servants agents and visitors for the benefit of the remainder of the Park and each and every part thereof (in common with all other persons entitled to a like or similar right):-

5.1 to use the Service Conduits which are now or may within the Perpetuity Period be laid on in through or under the Property and which serve any other part of the Park

5.2 at all reasonable times after giving reasonable notice (except in an emergency) to make connections into and to inspect repair maintain and replace any Service Conduits in on through under or upon the Structure Landscaping and the Service Strip and during the Perpetuity Period to build additional or relay any Service Conduits upon in over through or under the Structure Landscaping and/or the Service Strip together with the right insofar as is necessary to enter upon the Property with or without workmen and appliances for such purposes (but not upon or so as to affect any building now or from time to time on the

A: Property Register continued

Property) causing as little damage or inconvenience as possible in the exercise of these rights and making good any damage done thereby as soon as possible

5.3 of support as now enjoyed by the other parts of the Park from the Property

5.4 to enter on so much of the Property so far only as is necessary to construct roads and pavements upon the land immediately adjoining the Property upon reasonable notice and at all reasonable times (except in an emergency) the persons exercising such rights causing as little damage as practicable to the Property and forthwith making good all such damage"

NOTE 1: The Transfer contains the following definitions:-

"Park" means the land and buildings known as Hatfield Aerodrome Business Park

"Perpetuity Period" means the period of eighty years from the date of this Transfer (which will be the perpetuity period applicable to this Transfer)

"Property" means the Property transferred pursuant to this Transfer

"Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services

"Service Strip" means the 10 metre strip of land forming part of the Property showned hatched blue on plan A annexed hereto

"Structure Landscaping" means the part of the Property shown hatched green on plan A annexed hereto

NOTE 2: Original plan A filed under HD412587.

44 (17.12.2002) The land has the benefit of the following rights reserved by a Transfer of the land edged and numbered HD414207 in green on the filed plan dated 7 February 2002 made between (1) BAE Systems Plc (Transferor) and (2) David Henry Jackson and others (Transferee):-

"RIGHTS RESERVED FOR THE BENEFIT OF RETAINED LAND

The following rights are reserved to the Transferor and its successors in title and assigns and persons deriving title under them for the benefit of the Retained Land and every part thereof (in common with all other persons entitled to a like or similar right):-

2.1 to the full and free passage and running of water sewerage gas electricity soil and other services through the Service Conduits which are now or may within the Perpetuity Period be laid in through under or over the Property transferred and which serve any other part of the Retained Land

2.2 (upon reasonable notice and at reasonable times except in an emergency) to inspect repair maintain and replace any Service Conduits now in on or over the Property causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (except in case of emergency) to enter upon the Property transferred with or without workmen and appliances for such purposes."

NOTE: The "Retained Land" is the land remaining in title HD39202. The "Perpetuity Period" is eighty years from 2 February 2002. The "Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services.

45 (17.12.2002) The land has the benefit of the rights reserved by but is

A: Property Register continued

subject to the following rights granted by a Transfer of the land edged and numbered HD414210 in green on the filed plan dated 7 February 2002 made between (1) BAE Systems Plc (Transferor) and (2) David Henry Jackson (Transferee):-

"RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY HEREBY TRANSFERRED OVER
..... THE RETAINED LAND

The following rights are granted by the Transferor over the Retained Land for the benefit of the Property hereby transferred (in common with all others entitled to the like or similar rights)

3.2.1 to the full and free passage and running of water sewerage gas electricity soil and other services through the Service Conduits which are now or may within the Perpetuity Period be laid in through under or over the Retained Land and which serve the Property

3.2.2 (upon reasonable notice and at reasonable times except in an emergency) to inspect repair maintain and replace any Service Conduits now in on or over the Retained Land causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (except in case of emergency) to enter upon the Retained Land with or without workmen and appliances for such purposes."

NOTE: The rights reserved for the benefit of the Retained Land and the definitions are identical to those contained in the Transfer of the land edged and numbered HD414207 in green on the filed plan dated 7 February 2002 referred to above.

46 (25.02.2003) The land has the benefit of the following rights reserved by but is subject to to the following rights granted by the Transfer of the land edged and numbered HD416374 in green on the filed plan dated 23 January 2003 referred to in the Charges Register:-

"7. Rights Reserved for the Benefit of the Transferor's Retained Land

The following rights are reserved to the Transferor its successors in title and its or their servants agents and visitors (in common with all persons entitled to a like or similar right):-

7.1 Subject to there being due margin for safety and spare capacity the right to the full and free passage and running of water sewerage gas electricity soil and other services through the Service Conduits which may now or within the Perpetuity Period be laid in through under or upon the Property and which serve any other part of the Park during the Perpetuity Period

7.2 The right (upon reasonable notice and at reasonable times except in an emergency) to construct connect inspect repair maintain and replace any Service Conduits in on or under any part of the Property not built upon any renewal or new installations being subject to the prior written consent of the Transferee being obtained (such consent not to be unreasonably withheld or delayed) for the benefit of any adjoining or neighbouring property now or hereafter during the Perpetuity Period belonging to the Transferor and/or forming part of the Park causing as little damage or inconvenience as possible and forthwith making good any damage done to the Transferee's reasonable satisfaction together with the right at all reasonable times after giving reasonable written notice (save in case of emergency) to enter upon the Property with or without workmen and appliances for such purposes and during the Perpetuity Period to build additional or relay any Service Conduits upon in over through or under any part of the Property not built upon any renewal or new installations being subject to the prior written consent of the Transferee being obtained (such consent not to be unreasonably withheld or delayed) in connection with any adjoining or neighbouring property now or hereafter during the Perpetuity Period belonging to the Transferor and/or forming part of the Park and to enter upon the Property for that purpose (upon reasonable notice and at reasonable times except in an emergency) the persons exercising such rights doing as little damage as practicable to the Property and forthwith making good all such damage to the Transferee's reasonable satisfaction

A: Property Register continued

7.3 The right from time to time for HAML to enter upon the Structure Landscaping for the purposes of planting re-planting cultivating weeding mowing and maintaining the same such persons exercising such rights doing as little damage as practicable to the Property and forthwith making good all damage to the Transferees reasonable satisfaction.

8. Rights Reserved to the District Centre

The following rights are reserved to APDL the Transferor its successors in title to the District Centre the owners for the time being of the District Centre and their servants agents occupiers and visitors (in common with all other persons entitled to a like or similar right)

8.1 The right to enter upon the part of the Property shown edged blue on Plan A ("the Parking Area") in order to park on and use such of the 50 car parking spaces comprised therein as shall be available from time to time together with all necessary rights of access to and egress from the Parking Area

8.2 in the case of the Transferee or its successors in title not complying with its obligations contained in clause 9.1.1 of this Transfer within 14 days of receipt of a notice of breach the right to enter upon the Property for the purposes of maintaining and renewing the Parking Area and to recover the proper cost thereof from the Transferee.

6 Rights Granted for the Benefit of the Property

6.1 The right (in common with the Transferor and other persons entitled to a like or similar right) to pass and repass at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the estate roads and on foot only over the footpaths intended for general use and from time to time at the Park for the purpose of access to and egress from the Property But so that no vehicle of any nature shall at any time be parked on any such road or accessway or any part thereof except in such areas thereof as may from time to time be set apart for that purpose and Provided that in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such roads or accessways etc or any part thereof which are for use for general and/or public transport

6.2 The right to use the Service Conduits which may now or within eighty years from the date hereof (which shall be the perpetuity period applicable hereto) (hereinafter called "the Perpetuity Period") be laid in on through under or upon those parts of the remainder of the Park and serving the Property together with the right (on reasonable notice) to make connections thereto together with all necessary rights to enter those parts of the remainder of the Park which are not built upon for the purpose of making such connections and to inspect and execute repairs or other works to any such Service Conduits and other conducting media causing as little damage or inconvenience as reasonably possible in the exercise of this right and forthwith making good any damage done thereby to any land and premises

6.3 All rights of support shelter and protection and rights of light and air from the Park as are enjoyed by the Property and the development thereon once completed by the Transferee."

NOTE 1: The Transfer contains the following definitions:

"Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services.

In addition:-

"The Property" is the land comprised in title number HD416734

A: Property Register continued

"The Park" is shown on Plan B to the Transfer dated 23 January 2003 filed under title HD416374 and forms Hatfield Business Park

"HAML" is Hatfield Aerodrome (Management) Limited

"APDL" is Arlington Property Developments Limited

The "Structured Landscaping" referred to is shown on the plan referred to in NOTE 2 below

The "District Centre" is shown edged and numbered 7 in mauve on the filed plan.

NOTE 2: Copy plan A filed.

- 47 (26.02.2003) 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 HD416416 in green on the filed plan dated 10 February 2003 made between (1) BAE Systems Plc (Transferor) and (2) Arlington Property Developments Limited (Transferee) which are similar to those contained in the Transfer dated 29 June 2001 referred to above.
- 48 (10.11.2003) By a Transfer of the land edged and numbered 25 in blue on the filed plan dated 29 July 2003 made between 1) Bovis Homes Limited and Bryant Homes Southern Limited the rights reserved by the Transfer dated 3 July 2001 for the benefit of the land in this title were released so far as they are exercised over the said land
- Copy filed under HD424188.
- 49 (26.01.2004) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered HD426484 in green on the title plan dated 19 December 2003 made between (1) BAE Systems PLC (Transferor) and (2) Frontier Key (Hatfield) Limited (Transferee):-

"4. RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The following rights are granted to the Transferee and its successors in title its tenants, licencees, their servants, agents and visitors (in common with all other persons entitled to a like or similar right)

4.1 The right to pass and repass at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the estate roads and on foot only over the footpaths intended for general use and from time to time at the Park for the purpose of access to and egress from the Property But so that no vehicle of any nature shall at any time be parked on any such road or accessway or any part thereof except in such areas thereof as may from time to time be set apart for that purpose and Provided that in exercising the aforesaid rights the Transferee and its successors in title shall not cause any obstruction on or cause any damage to such roads or accessways etc or any part thereof which are for use for general and/or public transport

4.2 The right to use the Service Conduits which may now or within the Perpetuity Period be laid in on through under or upon of the remainder of the Park and serving the Property together with the right (on reasonable notice except in an emergency) to make connections thereto together with all necessary right to enter those part of the remainder of the Park which are not built upon for the purpose of making such connections and to inspect and execute repairs or other works to any such Service Conduits and other conducting media causing as little damage or inconvenience as reasonably possible in the exercise of this right and forthwith making good any damage done thereby to any land and premises

4.3 All rights of support shelter and protection and rights of light and air from the Park as are enjoyed by the Property and the development thereon once completed by the Transferee

5. RIGHTS RESERVED FOR THE REMAINDER OF THE PARK

A: Property Register continued

The following rights are reserved to the Transferor its successors in title and its or their servants agents and visitors (in common with all other persons entitled to a like or similar right):-

5.1 The right to the full and free passage and running of water sewerage gas electricity soil and other services through the Service Conduits which have been laid or are to be laid as part of the "Buyer's Works" (as defined in Agreement for Sale) either by the Transferee or APDL or which have otherwise been laid pursuant to the Agreement for Sale in through under or upon the Property and which serve or are intended to serve any other part of the Park during the Perpetuity Period together with the right to make connections into and inspect repair maintain and replace any such Service Conduits together with the right (on reasonable notice) to enter upon the New Road and/or the Second New Road and/or the Easement Strip and/or the landscaped areas adjoining such parts of the Property and insofar as is necessary those parts of the Property that are not built upon with or without workmen and appliances as are necessary for such purposes and causing as little damage or inconvenience as reasonably possible in the exercise of these rights and forthwith making good any damage done thereby as soon as possible to the Transferee's reasonable satisfaction

5.2 At all reasonable times after giving reasonable notice (except in an emergency) to make connections into and to inspect repair maintain and replace Service Conduits in or through or under the landscaped areas immediately adjoining the New Road and/or the Second New Road and/or Easement Strip and/or in on through or under the New Road and/or the Second New Road and/or the Easement Strip and during the Perpetuity Period to build additional or relay any Service Conduits in over through or under the landscaped areas immediately adjoining the New Road and/or the Second New Road and/or Easement Strip and/or in on through or under the New Road and/or the Second New Road and/or the Easement Strip together with the right insofar as is necessary to enter upon any of the aforementioned parts of the Property with or without workmen and appliances for such purposes (but not upon or so as to affect any building now or from time to time on the Property) causing as little damage or inconvenience as possible in the exercise of these rights and forthwith making good any damage done thereby as soon as possible to the Transferee's reasonable satisfaction

5.3 The right of way at all times and for all purposes over the Strategic Transport Route and the Strategic Foot/Cycle Route and any other accessways and/or routes which are to be constructed on the Property pursuant to the s.106 Agreement

5.4 A right for the Transferor and APDL to enter upon the Property for the purposes of constructing the Second New Road in accordance with the terms of the Agreement for Sale

5.5 A right to enter directly upon so much of the Property from the Health Club Land and/or the New Road as is reasonably necessary to construct and/or increase the capacity of the First Electricity Substation together with the right to lay Service Conduits to the First Substation from the Health Club Land the Business Area and the Innovation Centre together with a right (on reasonable notice) (except in emergency) to make connections into and to inspect repair and maintain and replace any such Service Conduits and/or the First Electricity Substation together with a right of way over so much of the Property as is reasonably necessary to exercise such rights to the First Electricity Substation for the Transferor and the electricity provider

5.6 If the Transferee or its successors in title do not comply with their obligations contained in clause 22.2.1 of this Transfer then within 14 days of receipt of a notice of breach a right to enter upon the Property for the purposes of carrying out such obligations and to recover the proper costs thereof from the Transferee or its successors in title provided that this right shall cease on the date which is 10 years from the date hereof

6. RIGHTS RESERVED FOR THE BUSINESS AREA

The following rights are reserved to the Transferor its successors in

A: Property Register continued

title to the Business Area and its or their servants agents and visitors (in common with all other persons entitled to a like or similar right):-

6.1 The right of way for the Transferor and its successors in title to the Business Area at all times and with or without vehicles and for all purposes over and along the New Road for the purpose of allowing access to and egress from the Business Area to and from the Main Spine Road until the whole of the New Road shall be adopted as public highway maintainable at the public expense

6.2 In the case of the Transferee or its successors in title not complying with its obligations contained in clause 9.1 of this Transfer within 14 days of receipt of a notice of breach the right to enter upon the Property for the purposes of maintaining and renewing the New Road and to recover the proper cost thereof from the Transferee

7. RIGHTS RESERVED FOR THE INNOVATION CENTRE

The following rights are reserved to the Transferor its successors in title to the Innovation Centre and its or their servants agents and visitors (in common with all other persons entitled to a like or similar right):-

7.1 The right of way for the Transferor and its successors in title to the Innovation Centre at all times and with or without vehicles and for all purposes over and along the New Road for the purpose of allowing access to and egress from the Innovation Centre to and from the Main Spine Road until the whole of the New Road shall be adopted as public highway maintainable at the public expense

7.2 In the case of the Transferee or its successors in title not complying with its obligations contained in clause 10.1 of this Transfer within 14 days of receipt of a notice of breach the right to enter upon the Property for the purposes of maintaining and renewing the New Road and to recover the proper cost thereof from the Transferee

8. RIGHTS RESERVED FOR THE LISTED BUILDINGS

The following rights are reserved to the Transferor its successors in title to the Listed Buildings and its or their servants agents and visitors (in common with all other persons entitled to a like or similar right):-

8.1 A right for the Transferor to enter upon the Property for the purposes of constructing the Second New Road in accordance with the terms of the Agreement for Sale

8.2 A right of way for the Transferor and its successors in title to the Listed Buildings at all times and with or without vehicles and for all purposes over and along the Second New Road for the purpose of allowing access to and egress from the Listed Buildings to and from Comet Way until the whole of the Second New Road shall be adopted as public highway maintainable at the public expense

8.3 In the case of the Transferee or its successors in title not complying with its obligations contained in clause 11.1 of this Transfer within 14 days of receipt of a notice of breach the right to enter upon the Property for the purposes of maintaining and renewing the Second New Road and to recover the proper cost thereof from the Transferee

Definitions

"Agreement for Sale" means an Agreement for sale dated 20 December 2002 and made between APDL (1) and the Transferee (2)

"APDL" means Arlington Property Developments (2003) (formerly Arlington Property Developments Limited) whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA

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A: Property Register continued

"Business Area" means the part of the Park shown edged red on Plan 2 comprising Plot 1600 and Plot 1700

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"Easement Strip" means the 4 metre and 5 metre wide strip of land forming part of the Property and shown for the purposes of identification only shaded black on Plan 8

"First Electricity Substation" means the electricity substation shown in the approximate position coloured yellow on Plan 1

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"HAML" means Hatfield Aerodrome Management Limited whose registered office is at Arlington House Arlington Business Park Theale Reading RG7 4SA or such other management company as the Transferor shall specify being the company who will carry out the Park services

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"Health Club Land" means the land shown edged red on Plan 3

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"Innovation Centre" means the land shown edged red on Plan 4

"Listed Buildings" means the land shown edged red on Plan 5

"Main Spine Road" means the main spine road within the Park into which the New Road connects

"New Road" means the road to be constructed by the Transferee in accordance with the Agreement for Sale and shown for identification purposes only on Plan 6 and Plan 7 coloured orange and cross hatched black

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"Plot 1600" and "Plot 1700" means each of the plots comprising the Business Area

"Park" means the land shown for identification purposes only edged red on Plan 9 annexed hereto subject to the addition thereto or removal therefrom of such land as HAML may from time to time determine

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"Perpetuity Period" means the period of eighty years from the date hereof

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"Second Electricity Substation" the electricity substation which does not form part of the Property within the area shown coloured orange on Plan 1

"Second New Road" means the road to be constructed either by APDL or the Transferee in accordance with the Agreement for Sale and shown for identification purposes coloured green and cross hatched black on Plan 7

"Section 106 Agreement" means the planning obligation Agreement dated 29 December 2000 and made between Welwyn Hatfield District Council (1) Hertfordshire County Council (2) City and District of St Albans

A: Property Register continued

District Council (3) BAE Systems PLC (4) APDL (5) The University of Hertfordshire Higher Education Corporation (6) Hatfield Business Park Limited (7) as varied by a Deed dated 16 October 2002 made between (inter alia) the same parties and as varied from time to time

"Service Conduits" means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services

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"Strategic Transport Route" means the strategic transport route part of which is to be constructed on the Property pursuant to the Section 106 Agreement

"Strategic Foot/Cycle Route" means the strategic foot/cycle route part of which is to be constructed on the Property pursuant to the Section 106 Agreement."

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NOTE 1: The Property referred to is the land transferred

NOTE 2: Copy Transfer filed under HD426484.

- 50 (23.04.2004) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer which included the land edged and numbered HD429512 in green on the title plan dated 9 February 2004 made between (1) BAE Systems PLC and (2) Arlington Business Parks GP Limited.

NOTE: Copy filed under HD429512.

- 51 (17.05.2004) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer which included the land edged and numbered HD430220 in green on the title plan dated 9 February 2004 made between (1) BAE Systems PLC ("the Transferor") and (2) Arlington Business Parks GP Limited ("the Transferee"):-

2 "RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor hereby grants to the Transferee for the benefit of the Property the right in fee simple in common with the Transferor the owners and occupiers from time to time with other parts of the Park and other persons entitled to a like or similar right

2.1 to pass and repass to and from the Property at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the estate roads and on foot only over the footpaths constructed or to be constructed at the Park from time to time within the Perpetuity Period and intended for general use But so that no vehicle of any nature shall at any time be parked on any such road or accessway except in such areas thereof as may from time to time be set apart for that purpose

2.2 to use the Service Conduits which are now or may within the Perpetuity Period be laid in on through under or upon the remainder of the Park and serving the Property together with the right at all reasonable times after giving reasonable notice (except in case of emergency) to make connections thereto together with all necessary rights to enter for the purpose of making such connections and to inspect repair maintain and replace any such Service Conduits causing as little damage and inconvenience as possible in the exercise of this right and making good any damage done thereby to any land and premises

2.3 All rights of support shelter and protection and rights of light and air from the Park are enjoyed by the Property and the development

A: Property Register continued

thereon once completed by the Transferee

3. RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

The following rights are reserved to the Transferor and its successors in title and assigns and persons deriving title under them and their respective servants and visitors for the benefit of the remainder of the land comprised in Land Registry Title Number HD39202 and each and every part thereof (in common with all other persons entitled to a like or similar right):-

3.1 to use the Service Conduits which are now or may within the Perpetuity Period be laid in through under or upon the Property and which serve any other part of the Park

3.2 (upon reasonable notice and at all reasonable times except in an emergency) to construct connect to inspect repair maintain and replace any Service Conduits in on or under the Property but not under or so to affect any building on the Property and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice of not less than 48 hours (except in case of emergency) to enter upon the Property with or without workmen and appliances for such purposes

3.3 of support as now enjoyed by the other parts of the Park from the Property

DEFINITIONS

In this Transfer where the context so admits

"Park" means the land and buildings known as Hatfield Aerodrome Business Park shown for identification purposes only edged with a red line on Plan B annexed hereto

"Perpetuity Period" means the period of eighty years from the date of this Transfer (which will be the perpetuity period applicable to this Transfer)

"Service Conduits" means all pipes mains drains sewers wires cables ducts ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services"

NOTE: The Section 106 Agreement is that dated 29 December 2000 referred to in the Charge Register. The Park adjoins the eastern boundary of the land in this title. The Property is the land transferred

- 52 (25.06.2004) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered HD431523 in green on the title plan dated 17 June 2004 made between (1) BAE Systems Plc and (2) Michael Christopher Morris trading as Euromast Systems.

NOTE: Copy filed under HD431523.

- 53 (10.05.2005) The land has the benefit of the rights reserved by a Transfer of Plot 6010 Hatfield Business Park dated 8 February 2005 made between (1) Arlington Business Parks GP Limited and (2) Porsche Cars Great Britain Limited.

NOTE: Copy filed under HD441182.

- 54 (10.01.2006) The land has the benefit of the rights reserved by a Transfer of Plot 1500 Hatfield Business Park dated 5 December 2005 made between (1) Arlington Business Parks (GP) Limited and (2) Hertfordshire Police Authority.

NOTE: Copy filed under HD448376.

- 55 (10.01.2006) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the Listed Canteen and Aviation Centre Hatfield Business Park dated 5 December 2005 made

A: Property Register continued

between (1) BAE Systems PLC and (2) Hertfordshire Police Authority.

NOTE: Copy filed under HD448378.

- 56 By a Deed of Rectification dated 8 December 2005 made between 1) BAE Systems Plc and 2) Bovis Homes Limited and Bryant Homes Southern Limited and 3) Arlington Property Developments and others the terms of the Transfer dated 3 July 2001 referred to above were varied.

NOTE: Copy under HD182481.

- 57 (25.05.2007) 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 HD469073 in green on the title plan dated 30 April 2007 made between (1) BAE Systems plc and Arlington Business Parks GP Limited and (2) Three Valleys Water plc.

NOTE: Copy filed under HD469073.

- 58 (27.09.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 2 August 2007 made between (1) Arlington Business Parks GP Limited and (2) Eisai Europe Limited.

NOTE: Copy filed under HD473625.

- 59 (27.09.2007) 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 HD473626 in green on the title plan dated 2 August 2007 made between (1) Arlington Business Parks GP Limited and (2) Eisai Europe Limited.

NOTE: Copy filed under HD473626.

- 60 (27.11.2007) 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 HD475897 in green on the title plan dated 29 August 2007 made between (1) BAE Systems plc and (2) Arlington Business Parks GP Limited.

NOTE: Copy filed under HD475897.

- 61 (26.06.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 2 August 2007 made between (1) ABPGP S1 Limited and ABPGP S2 Limited and (2) Eisai Europe Limited.

NOTE: Copy filed under HD481604.

- 62 (16.02.2009) The yellow tint and blue tint on the supplementary plan number 2 to 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.

- 63 (08.07.2013) 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 HD526769 in green on the title plan dated 28 June 2013 made between (1) BAE Systems Plc and (2) Arlington Business Parks Gp Limited as general partner of the limited partnership carrying out business in the name of Arlington Business Parks Partnership.

NOTE: Copy filed under HD526769.

- 64 (06.11.2013) 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 HD529852 in green on the title plan on the title plan dated 7 October 2013 made between (1) BAE Systems PLC and Arlington Business Parks GP Limited (Transferors) and (2) Dormole Limited (Transferee).

NOTE: Copy filed under HD529852.

- 65 (17.05.2019) The land has the benefit of any legal easements reserved by a Transfer of Plot 5610 dated 26 April 2019 made between (1) Arlington Business Parks GP Limited and (2) Cambria Automobiles Property Limited but is subject to any rights that are granted by the

A: Property Register continued

said deed and affect the registered land.

NOTE: Copy filed under HD583601.

- 66 (13.06.2019) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered HD584409 in green on the title plan and other land dated 31 May 2019 made between (1) Arlington Business Parks Gp Limited and (2) ABPGP 1 Limited and ABPGP 2 Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under HD584409.

- 67 (20.01.2021) The land has the benefit of any legal easements reserved by a Transfer of other land dated 23 December 2020 made between (1) Arlington Business Parks GP Limited and (2) Hatfield 6939 Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under HD596844.

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 (04.06.2018) PROPRIETOR: ADVANCED RESEARCH CLUSTERS GP LIMITED (Co. Regn. No. 04233559) of 10th Floor, 5 Churchill Place, London E14 5HU.
- 2 (14.05.1991) CAUTION affecting the land edged and numbered 3 and 4 in mauve on the filed plan in favour of Arlington Business Parks Limited of 1 Brewers Green, Buckingham Gate, London, SW1H 0RH.
- 3 (19.01.2001) Caution affecting the land edged and numbered 6 in mauve on the filed plan in favour of Next Generation Clubs Limited of Layton House, Kew Green, Richmond, Surrey TW9 3AF.
- 4 (04.02.2003) CAUTION affecting the land adged and numbered 7 in mauve on the filed plan in favour of Frontier Key (Hatfield) Limited (Co. Regn. No. 4559131) of Cleveland House, 33 King Street, London SW1Y 6RJ.
- 5 (04.09.2018) RESTRICTION: No Transfer or Lease granted for a term expiring more than 59 years after the date of the lease of the registered estate edged and numbered 26 in blue on the title plan by the proprietor of the registered estate is to be completed by registration without the consent of Hatfield Aerodrome (Mangement) Limited (Co. Regn. No. 04145262) of Minton Place, Station Road, Swindon SN1 1DA.
- 6 (01.11.2022) The proprietor's address for service has been changed.

C: Charges Register

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

- 1 The land in this title is subject to the following rights reserved by a Conveyance of the land edged and numbered 8 in blue on the filed plan dated 30 December 1907 made between (1)The Nast Hyde Estate (Hatfield) Company Limited (Vendors), (2) The London and County Banking Company Limited (Bank) and (3) The Right Reverend Monsignor John Stephen Vaughan and The Reverend Kenelm Vaughan (Purchasers).

"EXCEPT NEVERTHELESS AND RESERVING unto the Vendors liberty to construct and lay down in the portions of the said land coloured red and blue upon the said plan pipes properly jointed in cement and necessary for the purpose of carrying off surface water from the adjoining lands and for that purpose to enter upon the land hereby conveyed but so that the Vendors shall at their own expense keep all

C: Charges Register continued

such pipes cleaned out and in proper ordeer and shall do as little damage as possible and make good all damage done to the hereditaments hereby conveyed or any part thereof."

NOTE: The land coloured red and blue referred to is edged and numbered 2 in blue on the filed plan.

- 2 The land in this title is subject to the following rights reserved by a Conveyance of the land edged and numbered 3 in blue on the filed plan dated 3 April 1930 made between (1) James Angus Sinclair (Vendor) and (2) The De Havilland Aircraft Company Limited (Company):-

"EXCEPT nevertheless and reserved unto the County Council of the Administrative County of Hertford (hereinafter called "the Council") the full and free right and liberty to construct in under and through the land hereby conveyed between the points marked J and B and J and C on the said plan along the lines shown respectively by red dotted lines and purple dotted lines in the case of that lying between the points J and B twelve inches in internal diameter for carrying the surface and storm water from the main road into the River Nast together with the necessary manholes and the head walls on the east bank of the River Nast at the points marked B and C on the said plan."

NOTE: The points J, B and C referred to have been reproduced on the filed plan and the red dotted lines and purple dotted lines are shown by a blue broken line lettered B-E and a blue broken line lettered C-D respectively thereon.

- 3 The land in this title is subject to the following rights granted by a Conveyance of the land tinted brown and tinted mauve on the filed plan dated 4 April 1935 made between (1) The De Havilland Aircraft Company Limited (Vendors), (2) Barclays Bank Limited and (3) North Metropolitan Electric Power Supply Company (Purchasers):-

"A full right of way over the roadway shown and coloured blue on the said plan between the land hereby conveyed and Barnet By-Pass Road AND TOGETHER ALSO with a full right to lay maintain use renew and remove cables for electricity supply under the strip of land shown and coloured green on the said plan AND TOGETHER ALSO with the right to maintain for the purposes of footings and existing footings of the existing buildings and boundary walls on and under the adjoining land of the Vendors."

NOTE: The roadway coloured blue referred to has been hatched blue on the filed plan and the strip coloured green referred to has been cross-hatched yellow thereon.

- 4 The land in this title is subject to the following rights reserved by a Transfer of the land edged and numbered 4, 5, 6, 7, 17 and 18 in blue on the filed plan dated 30 November 1936 made between (1) George Phillips and (2) George Edelshain:-

"Excepting and reserving unto the Vendor and all persons deriving title under him and all others the owners or occupiers for the time being of the land edged green on the said plan or any part thereof and all persons authorised by him or them or any of them

(1) a right of way at all times and for all purposes over so much of the said land hereby transferred as is coloured purple on the said plan

(2) full and free right of passage and running of watere and soil from the said property edged green on the said plan through the sewers drains and watercourses which are now or may hereafter be in or under the said land coloured purple on the said plan

(3) a right to enter upon the said land coloured purple on the said plan for the purposes of cleansing repairing and maintaining any such sewers drains and watercourses as aforesaid."

NOTE: The land edged green referred to has been tinted blue on the filed plan and the land coloured purple has been edged and numbered 5, 6 and 7 in blue thereon.

- 5 The land hatched yellow on the filed plan is subject to rights of way.

C: Charges Register continued

- 6 The land in this title is subject to the following rights reserved by a Conveyance of the land edged and numbered 1, 21, 22 and 23 in blue on the filed plan dated 1 August 1945 made between (1) The Right Honourable Robert Arthur James Gascoyne Baron Cecil commonly called Viscount Cranborne, (2) The Gascoyne Cecil Estates Company (Vendor) and (3) The De Havilland Aircraft Company Limited (Purchaser)

"2. The following rights are reserved out of the Conveyance hereinbefore contained namely:-

(a) Full right and liberty to the Vendor and its successors in title and the persons deriving title under them to build or rebuild on the adjoining or neighbouring land of the Vendor as they may think fit without obtaining any consent from or making any compensation to the Purchaser or its successors in title whether such buildings shall or shall not affect or diminish the access of light or air to the property hereby assured or any buildings which may hereafter be erected thereon or on any part thereof; and

(b) Full free and uninterrupted right to the Vendor and its successors in title and the persons deriving title under them owners for the time being of the adjoining or neighbouring estate of the Vendor in respect of such adjoining or neighbouring estate as aforesaid and of all buildings to be erected thereon of access to and user of the sewers and drains for the time being under the property hereby assured and full and unrestricted power to make and maintain communications with the said sewers and drains as the Vendor and its successors in title making good at its or their expense all damage and disturbance to the Purchaser's land and buildings occasioned by the exercise of all or any of the rights reserved as aforesaid.

.....
..

The Purchaser hereby covenants with the Vendor that the Purchaser or its successors in title will at the request and cost of any persons or person entitled for the time being to the benefit of the provisions of sub-clause (b) of clause 2 hereof execute and do all further deeds and acts (if any) which may be necessary or proper to confirm and perpetuate in their or his favour the rights and powers reserved by the said sub-clause by way of legal grant of easements when the said sewers and drains shall have been constructed."

- 7 The land in this title is subject to the following rights reserved by a Conveyance of the land tinted mauve on the filed plan dated 24 January 1958 made between (1) Eastern Electricity Board (Vendors) and (2) The De Havilland Aircraft Company Limited (Purchasers):-

"THERE is excepted and reserved unto the Vendors out of the Conveyance hereinbefore contained as incident to the ownership of the adjoining property of the Vendors the full and free right for the Vendors at all times to lay maintain inspect renew use alter and remove electric cables and wires and conduits or pipes for containing the same where necessary under the property hereby conveyed and the right of passage and running of electricity through such cables and wires and also the right to enter upon the property hereby conveyed and to break up the surface thereof so far as necessary from time to time for the purpose of laying maintaining and inspecting the said cables or wires or conduits or pipes or examining the state of repair thereof and for the purpose of repairing renewing altering or removing the same the Vendors or persons exercising such right doing as little damage as possible to the property hereby conveyed and making good or paying reasonable compensation for all damage caused in the exercise of such rights."

- 8 The land in this title is subject to the following rights granted by the Conveyance dated 24 January 1958 referred to above:-

"The Purchasers hereby grant unto the Vendors in fee simple the easement or right for the Vendors to lay and maintain inspect renew use alter and remove electric cables and wires and conduits or pipes for containing the same where necessary under the strip of land belonging to the Purchasers shown coloured blue on the said plan and the right for the Vendors to enter upon the said strip of land and to break up

C: Charges Register continued

the surface thereof so far as necessary from time to time for the purpose of laying or maintaining the said cables or wires and conduits or pipes or examining the state of repair thereof and for the purpose of repairing renewing altering or removing the same the Vendors or persons exercising such right doing as little damage as possible to the said strip of land and making good or paying reasonable compensation for all damage caused in the exercise of such rights."

NOTE: The strip of land coloured blue referred to has been cross hatched blue on the filed plan.

- 9 The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HD41129 in green on the filed plan dated 26 April 1965 made between (1) Hawker Siddeley Aviation Limited (Vendor) and (2) The Minister of Transport (Purchaser):-

"1. Full and free right and liberty for the Purchaser and his successors in title and all persons authorised by him or them from time to time and at all times hereafter to lay construct maintain test inspect and use over part of the land comprised in the title above mentioned a pipe not exceeding 12 inches in diameter for carrying surface water across the Vendors neighbouring land in the position indicated by a green line on the plan annexed hereto TOGETHER with the right from time to time to renew alter and remove all or any of the same

2. The like right at all times to enter upon and excavate so much of such neighbouring land as shall be necessary for the purpose of exercising the rights hereinbefore mentioned.

3. The right so far as only the Vendor can so grant at all times to discharge surface water from the said road by means of the said pipe into an existing storm water drain and thence into the river Nast."

NOTE: The green line referred to is shown by a blue broken line between the points lettered K-L and M-N on the filed plan.

- 10 The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 26 April 1965 made between (1) Hawker Siddeley Aviation Limited (The Owner) and (2) The Minister of Transport (The Grantee):-

"THE Owner as Beneficial Owner hereby grants unto the Grantee the following rights to the end and intent that such rights shall be for ever appurtenant to the Grantee's land for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter referred to as "the additional property") adjacent or near to the Grantee's land (including the site of the London-Edinburgh-Thurso Trunk Road) which now are or shall at any time hereafter be owned or occupied by the Grantee his successors or assigns in whatever state the Grantee's land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any erection or building thereon may be put namely

FIRST the right for the Grantee his successors and assigns owner or owners for the time being of the Grantee's land and his and their licencees to lay construct maintain test inspect and use a pipe not exceeding twelve inches in diameter for carrying surface water with the necessary marker posts manholes sluice valves washouts and air valves (hereinafter collectively called "the said pipe") across the said land along the lines and in the positions indicated by a green line on the plan attached hereto

SECONDLY the like right from time to time to renew alter and remove all or any of the same

THIRDLY the like right at all times to enter upon the said land with or without workmen and others to excavate along the whole course of the said pipe as shown on the said plan for the purpose of exercising the rights hereinbefore granted the Grantee or his successors or assigns as aforesaid making good any damage thereby done to the surface of the said land and

C: Charges Register continued

FOURTHLY the right so far only as the Vendor can so grant to discharge surface water from the said pipe into an existing storm water drain and thence into the River Nast

TO HOLD the said rights unto the Grantee in fee simple on behalf of Her Majesty."

NOTE: The green line referred to is shown by a blue broken line between the points lettered L-M on the filed plan.

- 11 The land edged and lettered Q in red on the filed plan is subject to the right of the owner or owners for the time being of Astwick Manor Farm and his and their tenants and all persons authorised by him or them in common with others from time to time and at all times and for all purposes to pass and repass thereover with or without horses cattle or other animal carts carriages motorcars and other vehicles.
- 12 The land edged and lettered Q in red on the filed plan is subject to the following rights reserved by a Transfer of the said land and other land dated 7 July 1953 made between (1) English and Scottish Properties Limited and (2) The De Havilland Aircraft Company Limited:-

"EXCEPT AND RESERVING unto the Vendor and their successors in title owner or owners for the time being of their Hatfield Garden Village Estate and any part thereof including any and all land at Hatfield aforesaid now or at any time hereafter belonging to the Vendors their successors or assigns and all persons authorised by them in that behalf (1) the right in common with the Purchaser and its successors in title and others duly authorized by the Vendors to pass and repass at all times either on foot or with vehicles of all classes over and along the said roadway hereby transferred to and from the said Hatfield Garden Village Estate and every part thereof including any and all land at Hatfield aforesaid now or at any time hereafter belonging to the Vendors their successors or assigns and also so far as the same is now vested in the Vendors the right to use the sewers and drains pipes wires cables and conduits for gas electricity and telephone services and also the water pipes in over along or under the said roadway and also a right of way for water drainage and other services over along or under the said roadway and (2) Should it be necessary for them so to do full right and liberty for the Vendors their successors in title owner or owners for the time being of their Hatfield Garden Village Estate and every part thereof including any and all land at Hatfield Garden Village Estate and every part thereof including any and all land at Hatfield aforesaid now or at any time hereafter belonging to the Vendors their successors or assigns at all times to enter upon the said roadway hereby transferred with or without vehicles appliances workmen and others for the purpose of inspecting maintaining repairing renewing and relaying the said pipes wires cables and conduits and also for the purpose of laying maintaining renewing and relaying any additional water drainage sewer and gas pipes and wires cables and conduits for the supply of electricity which may be required in future for serving any part of the Vendors' land fronting or abutting on to the said roadway and which now remains undeveloped and for any such purpose as aforesaid to open up the said roadway hereby transferred doing thereby as little damage as possible and making good all damage thereby occasioned to the surface of the said roadway.

- 13 The parts of the land affected thereby are subject to the rights granted by a Transfer of the land edged and numbered HD191277 in green on the title plan dated 4 March 1985 made between (1) British Aerospace Public Limited Company and (2) Stephen Alfred Heard and Linda Jane Heard.

NOTE:-Copy filed under HD191277.

- 14 The parts of the land affected thereby are subject to the rights granted by a Transfer of the land edged and numbered HD192098 in green on the title plan dated 19 March 1985 made between (1) British Aerospace Public Limited Company and (2) Melvil Bruce Wright.

NOTE:-Copy filed under HD192098.

- 15 The land is subject to the rights granted by a Transfer of the land

C: Charges Register continued

edged and numbered HD196937 in green on the title plan dated 24 July 1985 made between (1) British Aerospace PLC and (2) Kenneth John Wood and Cheryl Wood.

NOTE:-Copy filed under HD196937.

- 16 The land is subject to the following rights granted by a Transfer of the land edged and numbered HD263376 in green on the filed plan dated 22 May 1989 made between (1) British Aerospace PLC (Transferor) and (2) Albert William Kirby (Transferee):-

"TOGETHER WITH:

(i) The right to use for proper purposes connected with the Land hereby transferred any sewers drains watercourses pipes cables wires or other channels or conductors now laid in under or over any adjoining land comprised in the title above mentioned whose power at any reasonable time upon giving prior written notice to enter thereon for the purpose of repairing renewing maintaining or cleansing the same the transferee or his successors in title any such as may be used in common.

(ii) A right of way with or without vehicles to pass and re-pass in common with the transferors and all other persons who have or who hereafter may have a right at all time in connection with the use of the land hereby transferred only over the roadway known as Manor Road."

- 17 The parts of the land affected thereby are subject to the rights granted by a Transfer of the land edged and numbered HD297619 in green on the title plan dated 19 May 1992 made between (1) British Aerospace Public Limited Company and (2) APH (Manor Road) Limited.

NOTE:Copy filed under HD297619.

- 18 An Agreement dated 19 May 1992 made between (1) British Aerospace Public Limited Company and (2) APH (Manor Road) Limited contains an option to purchase further land adjacent to the land edged and numbered HD297619 in green on the filed plan as mentioned in Clause 11 thereto.

NOTE: Copy filed.

- 19 (21.12.1992) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 8 December 1992 made between (1) British Aerospace Public Limited Company and (2) Eastern Electricity (Company):-

"THE Grantor as Beneficial Owner hereby grants unto the Company FULL RIGHT AND LIBERTY for the Company 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 above mentioned title in the position shown by black hatching superimposed on pink colouring between the points marked A-B on Drawing Number HA1/330158 Issue C annexed hereto (hereinafter referred to as "the cable route") AND ALSO full right and liberty on fourteen days notice (except in emergency) 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 land shown by black hatching on pink referred to is hatched in mauve on the filed plan. The points marked A-B referred to are shown by points X and Y in mauve on the filed plan."

- 20 (21.12.1992) The Deed dated 8 December 1992 referred to above contains covenants by the Grantor details of which are set out in the Schedule of restrictive covenants hereto.
- 21 (22.02.1993) The land is subject to the following rights granted by a Transfer of the land edged and numbered HD297619A in green on the filed plan and other land dated 18 December 1992 made between (1) British Aerospace Public Limited Company (Vendor) and (2) APH (Manor Road) Limited (Purchaser)

C: Charges Register continued

"TOGETHER with the rights set out in the First Schedule

THE FIRST SCHEDULE

Rights granted

(1) The right to the full and free running of gas electricity water soil drainage air smoke or other effluvia telephone and other electrical signals optical signals data in any form and any other services from and to the Property through any Service Conduits now or within the Perpetuity Period passing through under or over the BAe Land and serving the Property

(2) The right (upon reasonable notice and at reasonable times except in an emergency) to construct connect to inspect repair maintain and replace any Service Conduits now or within the Perpetuity Period in on or under the BAe Land but not under or so as to affect any building on the BAe Land and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (save in the case of emergency) to enter upon the BAe Land with or without workmen and appliances for such purposes."

- 22 (06.06.1995) Lease dated 15 May 1995 of the site of an electricity sub-station site being the part nod 3 on the filed plan to Eastern Group Plc for 99 years from 15 May 1995.

NOTE: Lessees title registered under HD334833.

- 23 (06.06.1995) The parts of the land affected thereby are subject to the following rights granted by the Lease dated 15 May 1995 referred to above:-

"TOGETHER with full right and liberty for the Company and all persons authorised by it together with the Lessor and all persons having the like right to pass and repass at all times and for all purposes with or without vehicles to and from the demised premises over and along the land shown by black dot screen and cross hatched black on the site plan annexed hereto or over such other route as the Lessor shall from time to time specify (acting reasonably) TOGETHER ALSO with full right and liberty for the Company to lay maintain inspect renew use alter and remove electric cables and lines and conduits or pipes for containing the same where necessary under the said land shown cross hatched black and the land shown diagonally hatched black on the said site plan and to enter thereon and break up the surface thereof so far as necessary from time to time for the purpose of laying and thereafter as occasion shall require for the purpose of relaying repairing maintaining altering and removing the said electric cables and lines and conduits or pipes TOGETHER ALSO with full right and liberty for the Company to open the said doors outwards over the said land shown cross hatched black on the said site plan TOGETHER ALSO with the right to subtenant and lateral support and to shelter and protection to the demised premises from the other parts of the Lessors building as the same shall be enjoyed at the date hereof AND TOGETHER ALSO with full right and liberty for the Company to fix equipment to the inside walls of the demised premises (all which said rights are together hereinafter referred to as "the said rights") the Company in the exercise of the said rights not causing unnecessary damage to the said land and restoring the surface thereof as far as practicable to its former condition."

NOTE: The land shown by a black dot screen, cross hatched black and diagonally hatched black are shown by yellow tint, blue tint and pink tint respectively on supplementary plan No.3 to the filed plan so far as affects the land in this title.

- 24 (05.08.1998) The parts of the land affected thereby are subject to the rights granted by a Deed dated 15 July 1998 made between (1) British Aerospace Plc (Grantor) and (2) BG Plc (BG).

The said Deed also contains restrictive covenants by the Grantor.

NOTE 1: Copy Deed filed

C: Charges Register continued

NOTE 2: The land coloured pink and coloured pink edged green on the plan to the Deed has been edged and numbered 5 in mauve on the filed plan.

- 25 (24.12.1998) Agreement for Sale dated 9 October 1998 in favour of Arlington Securities (1998) Limited upon the terms therein mentioned.

NOTE: Copy filed.

- 26 (25.02.1999) The part of the land affect thereby are subject to the rights granted by a Transfer of the land edged and numbered HD297619 in green on the filed plan dated 9 October 1998 made between (1) British Aerospace Plc (Vendor) and (2) Hatfield Business Park Limited (Purchaser)

"TOGETHER WITH the rights set out in the First Schedule

THE FIRST SCHEDULE above referred to

Rights granted

(1) The right to the full and free running of gas electricity water soil drainage air smoke or other effluvia telephone and other electrical signals optical signals data in any form and any services from and to the Property through any Service Conduits now or within the Perpetuity Period passing through under or over the Retained Land and serving the Property

(2) the right (upon reasonable notice and at reasonable times except in an emergency) to construct connect to inspect repair maintain and replace any Service Conduits now or within the Perpetuity Period in on or under the Retained Land but not under or so as to affect any building on the Retained Land and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (save in the case of emergency) to enter upon the Retained Land with or without workmen and appliances for such purposes."

NOTE: The land edged and numbered HD297619 in green on the filed plan forms part of the Property referred to

The Service Conduits referred to means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services.

The Perpetuity Period referred to is 80 years from 9 October 1998. The Retained Land referred to is the land in this title.

- 27 (09.01.2001) An Agreement dated 29 December 2000 made between (1) Welwyn Hatfield District Council (2) Hertfordshire County Council (3) City and District of St Albans District Council (4) BAE Systems PLC (5) Arlington Property Developments Limited (6) The University of Hertfordshire Higher Education Corporation and (7) Hatfield Business Park Limited pursuant to Section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

NOTE: Copy filed under HD297619.

- 28 (03.12.2001) A Transfer of the land edged and numbered HD403281 in green on the filed plan dated 23 November 2001 made between (1) BAE Systems Limited (Transferor) and (2) Sarbir Developments Limited (Transferee) contains covenants by the Transferor details of which are set out in the schedule of restrictive covenants hereto.

- 29 (25.02.2003) A Transfer of the land edged and numbered HD416374 in green on the filed plan dated 23 January 2003 made between (1) BAE SYSTEMS PLC (Transferor) and (2) Smilewood Limited (Transferee) contains covenants by the Transferor details of which are set out in the schedule of restrictive covenants hereto.

C: Charges Register continued

- 30 (08.01.2007) UNILATERAL NOTICE affecting Plot 1700 Hatfield Aerodrome Business Park in respect of an Agreement for lease and an Agreement for Sale both dated 28 December 2006 and both made between (1) Arlington Business Parks General Partner Limited as general partner of Arlington Business Parks Partnership and (2) Three Valleys Water PLC.

NOTE: Copy plan filed.

- 31 (08.01.2007) BENEFICIARY: Three Valleys Water PLC of PO Box 48, Bishops Rise, Hatfield, Herts AL10 9HL.

- 32 (23.03.2012) UNILATERAL NOTICE in respect of an Agreement for Lease relating to the "Property" between (1) Arlington Business Parks GP (2) PCL 24/7 Limited and (3) Arla Foods Limited dated 17 February 2012.

NOTE 1: The Property is coloured orange on the plan to the unilateral notice.

NOTE 2: The notice affects also other land.

NOTE 3: Copy plan filed.

- 33 (23.03.2012) BENEFICIARY: PCL 24/7 Limited of 147a, High Street, Waltham Cross, Hertfordshire EN8 7AP..

- 34 (12.06.2014) The parts of the land affected thereby are subject to the easements granted by the lease dated 3 June 2014 of a Gas Governor, Gypsy Moth Avenue made between (1) BAE Systems PLC (2) Energetics Gas Limited (3) Arlington Business Parks GP Limited and (4) Dormole Limited from 3 June 2014 for 99 years.

The lease contains restrictive covenants by the Lessor.

NOTE:-Copy filed under HD535063.

- 35 (12.06.2014) The parts of the land affected thereby are subject to the easements granted by the lease dated 3 June 2014 of an Electricity substation, Gypsy Moth Avenue made between (1) BAE Systems PLC (2) Energetics Electricity Limited (3) Arlington Business Parks GP Limited and (4) Dormole Limited from 3 June 2014 for 99 years.

The lease contains restrictive covenants by the Lessor.

NOTE:-Copy filed under HD535062.

- 36 (25.06.2014) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 13 June 2014 made between (1) Arlington Business Parks GP Limited (2) BAE Systems PLC (3) Energetics Electricity Limited (4) Dormole Limited and (5) Eastern Power Networks PLC.

The Deed contains restrictive covenants by the Grantor.

NOTE:-Copy filed.

- 37 (21.07.2014) The land is subject to the rights granted by a Transfer of the land edged and numbered HD535956 in green on the title plan dated 27 June 2014 made between (1) BAE Systems PLC and (2) Arlington Business Parks GP Limited.

NOTE:-Copy filed under HD535956.

- 38 (21.07.2014) The land is subject to the rights granted by a Transfer of the land edged and numbered HD535957 in green on the title plan dated 27 June 2014 made between (1) BAE Systems PLC and (2) Arlington Business Parks GP Limited.

NOTE:-Copy filed under HD535957

- 39 (21.07.2014) The land is subject to the rights granted by a Transfer of the land edged and numbered HD535959 in green on the title plan dated 27 June 2014 made between (1) BAE Systems PLC and (2) Arlington Business Parks GP Limited.

NOTE:-Copy filed under HD535959.

C: Charges Register continued

- 40 (21.07.2014) The land is subject to the rights granted by a Transfer of the land edged and numbered HD535960 in green on the title plan dated 27 June 2014 made between (1) BAE Systems PLC and (2) Arlington Business Parks GP Limited.

NOTE:-Copy filed under HD535960.

- 41 (04.09.2018) The land is subject to the easements granted by a lease of an electricity substation, Mosquito Way, Hatfield dated 6 August 2018 made between (1) Arlington Business Parks GP Limited and (2) The Electricity Network Company Limited for a term of 99 years from and including 6 August 2018.

NOTE: Copy filed under HD576044.

- 42 (23.10.2018) 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.

- 43 (13.03.2019) UNILATERAL NOTICE in respect of an Agreement for Sale of Plot 5610 Hatfield Business Park dated 17 January 2019 made between (1) Arlington Business Parks GP Limited and (2) Cambria Automobiles Property Limited.

NOTE: Copy plan filed.

- 44 (13.03.2019) BENEFICIARY: Cambria Automobiles Property Limited (Co. Regn. No. 05707313) of Swindon Motor Park, Dorcan Way, Swindon SN3 3RA.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed of Grant dated 8 December 1992 referred to in the Charges Register:-

"THE Grantor with the intent to bind the said property into whosoever hands the same may come and for the benefit and protection of the Company's undertaking and the said works hereby covenants with the Company that the Grantor and those deriving title under the Grantor will at all times hereafter observe and perform the following stipulations that is to say:-

(a) that nothing shall be done or suffered to be done upon the cable route which may in any way interfere with or damage the said works or interfere with or obstruct the Company's access thereto and without prejudice to the generality of the foregoing that no building or other erection shall be constructed and no trees shall be planted over the said cable route

(b) that the ground cover or the depth of soil over the said works will not in any way be altered

(c) that no excavations in or over the cable route will be carried out without a representative of the Company being in attendance

4. PROVIDED ALWAYS that in the event of the Grantor at any time within eighty years from the date hereof desiring to build over the cable route with the presence of the said works shall materially interfere the Grantor may give to the Company not less than twelve months' previous notice in writing of such its desire and the Company shall then at the expense of the Grantor take such steps as shall be deemed appropriate for the protection of the said works and if the Company shall consider it impracticable to retain the said works or any part thereof in their existing positions the Company shall at the expense of the Grantor remove the same or the relevant portion or portions thereof to another route between the said points marked A-B on the said Drawing as near as reasonable practicably may be to the present position or positions as will not interfere with or prevent the carrying out of the said development by the Grantor and the Grantor shall at the request of the Company and at the expense of the Grantor enter into such Deed of Variation as shall be considered requisite in the circumstances without requiring any payment therefor for releasing the rights in respect of the cable route and granting to the Company the necessary rights in

Schedule of restrictive covenants continued

respect of any alternative route under which the said works are laid in terms similar to those herein contained PROVIDED that until the completion of such Deed the Company shall be entitled to exercise the rights hereinbefore set forth in respect of the said works as laid in the alternative route and effectually as if they had been expressly included herein."

- 2 The following are details of the covenants by the Transferor contained in the Transfer dated 23 November 2001 referred to in the Charges Register:-

"The Transferor hereby covenants with the Transferee and its successors in title with intent to and so as to bind the part of the Retained Land shown edged green on the plan annexed hereto into whosoever's hands the same may come and to benefit to the Property that it shall not permit the construction of any radio mast telecommunications mast aerial or other similar structure upon the part of the Retained Land shown edged green on the plan annexed hereto which shall exceed 20 metres in height.

NOTE: The Retained Land edged green referred to is edged and lettered W in red on the filed plan. The Property referred to is Astwick Manor and registered under title HD403281.

- 3 The following are details of the covenants by the Transferor contained in the Transfer dated 23 January 2003 referred to in the Charges Register:-

"Restrictive Covenant affecting the Transferor's retained land

The Transferor hereby covenants with the Transferee and its successors in title with the intent to and so as to bind each and every part of the remainder of the land within the above Title Number into whosoever's hands the same may come and to benefit and protect the Property not to permit the remainder of the land comprised within the above Title Number or the Park to be used as a tennis or health and fitness club for a period of 10 years from completion of the development to be constructed by the Transferee upon the Property Provided That (for the avoidance of doubt) this restriction shall not apply to nor shall it prevent the development and/or use of a sports centre and/or playing fields to be constructed upon the Park or any land adjacent thereto by the University of Hertfordshire."

NOTE: The "Property" referred to is the land comprised in title number HD416374.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	23.10.2018 Edged and numbered 26 in blue	Plot 5000	23.08.2018 From and including 23 August 2018 to and including 22 August 2038	HD578001

NOTE: The lease contains other land

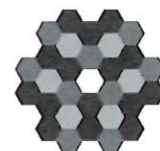
End of register



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number HD430220

Edition date 03.06.2024

- This official copy shows the entries on the register of title on 18 JUN 2024 at 12:52:36.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Nov 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Leicester Office.

A: Property Register

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

HERTFORDSHIRE : WELWYN HATFIELD

- 1 (13.10.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north west side of St Albans Road, Hatfield.
- 2 By virtue of a Transfer dated 31 July 1968 by Hawker Siddeley Aviation Limited to St Albans Sand & Gravel Company Limited the freehold beds of sand and gravel lying in or under the land tinted blue and tinted pink on the title plan have been removed from this title and registered under Title No. HD53815 together with rights of entry and of working upon the surface and erecting buildings and machinery thereon until 31 December 1988 as therein mentioned.

NOTE: Transfer filed under HD53815.

- 3 (17.05.2004) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer which included the land in this title dated 9 February 2004 made between (1) BAE Systems PLC ("the Transferor") and (2) Arlington Business Parks GP Limited ("the Transferee"):-

2 "RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor hereby grants to the Transferee for the benefit of the Property the right in fee simple in common with the Transferor the owners and occupiers from time to time with other parts of the Park and other persons entitled to a like or similar right

2.1 to pass and repass to and from the Property at all times and for all purposes with or without vehicles until the same shall be adopted as public highways maintainable at the public expense over and along the estate roads and on foot only over the footpaths constructed or to be constructed at the Park from time to time within the Perpetuity Period and intended for general use But so that no vehicle of any nature shall at any time be parked on any such road or accessway except in such areas thereof as may from time to time be set apart for that purpose

2.2 to use the Service Conduits which are now or may within the Perpetuity Period be laid in on through under or upon the remainder of the Park and serving the Property together with the right at all

A: Property Register continued

reasonable times after giving reasonable notice (except in case of emergency) to make connections thereto together with all necessary rights to enter for the purpose of making such connections and to inspect repair maintain and replace any such Service Conduits causing as little damage and inconvenience as possible in the exercise of this right and making good any damage done thereby to any land and premises

2.3 All rights of support shelter and protection and rights of light and air from the Park are enjoyed by the Property and the development thereon once completed by the Transferee

3. RIGHTS RESERVED FOR THE BENEFIT OF OTHER LAND

The following rights are reserved to the Transferor and its successors in title and assigns and persons deriving title under them and their respective servants and visitors for the benefit of the remainder of the land comprised in Land Registry Title Number HD39202 and each and every part thereof (in common with all other persons entitled to a like or similar right):-

3.1 to use the Service Conduits which are now or may within the Perpetuity Period be laid in through under or upon the Property and which serve any other part of the Park

3.2 (upon reasonable notice and at all reasonable times except in an emergency) to construct connect to inspect repair maintain and replace any Service Conduits in on or under the Property but not under or so to affect any building on the Property and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice of not less than 48 hours (except in case of emergency) to enter upon the Property with or without workmen and appliances for such purposes

3.3 of support as now enjoyed by the other parts of the Park from the Property

DEFINITIONS

In this Transfer where the context so admits

"Park" means the land and buildings known as Hatfield Aerodrome Business Park shown for identification purposes only edged with a red line on Plan B annexed hereto

"Perpetuity Period" means the period of eighty years from the date of this Transfer (which will be the perpetuity period applicable to this Transfer)

"Service Conduits" means all pipes mains drains sewers wires cables ducts ducts gullies flues gutters channels watercourses underground chambers and junction boxes and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services"

NOTE: The Section 106 Agreement is that dated 29 December 2000 referred to in the Charge Register. The Park adjoins the eastern boundary of the land in this title.

4 (17.05.2004) The Transfer dated 9 February 2004 referred to above contains the following provision:-

"It is hereby agreed that

7.1 save as herein expressly provided no easement quasi-easement or other rights exist or are hereby implied or created or conveyed or deemed to be created or conveyed in favour of the Property over any adjoining or neighbouring property

7.2 the Transferor shall be entitled without obtaining any consent from or making any compensation to the occupier or Property to build upon alter or redevelop any land adjoining or near to the Property or otherwise deal with or use such land notwithstanding that the light or

A: Property Register continued

air or any rights of the Property (save for rights hereby expressly granted) shall be thereby diminished or otherwise prejudicially affected"

NOTE: See entry above for Definitions.

- 5 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Plot 1500 Hatfield Business Park dated 5 December 2005 made between (1) Arlington Business Parks (GP) Limited and (2) Hertfordshire Police Authority.

NOTE: Copy filed under HD448376.

- 6 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the Listed Canteen and Aviation Centre Hatfield Business Park dated 5 December 2005 made between (1) BAE Systems PLC and (2) Hertfordshire Police Authority.

NOTE: Copy filed under HD448378.

- 7 (25.05.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Plot 1700 Hatfield Aerodrome Business Park dated 30 April 2007 made between (1) BAE Systems PLC and Arlington Business Parks GP Limited and (2) Three Valleys Water Plc.

NOTE: Copy filed under HD469073.

- 8 (25.06.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the east of the land in this title dated 2 August 2007 made between (1) Arlington Business Parks GP Limited and (2) Eisai Europe Limited

NOTE: Copy filed under HD473625.

- 9 (25.06.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the east of the land in this title dated 2 August 2007 made between (1) BAE Systems plc (Transferor) and (2) Eisai Europe Limited which are similar to those contained in the Transfer dated 2 August 2007 referred to above.

- 10 (26.06.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 2 August 2007 made between (1) ABPGP S1 Limited and ABPGP S2 Limited and (2) Eisai Europe Limited.

NOTE: Copy filed under HD481604.

- 11 (18.03.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Plot 1700 Hatfield Aerodrome Business Park dated 15 December 2008 made between (1) Arlington Business Park GP Limited and (2) ABPGP 1 Limited and ABPGP 2 Limited.

NOTE: Copy filed under HD399185.

- 12 (02.08.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Building 4000, Mosquito Way dated 24 July 2013 made between (1) Arlington Business Parks GP Limited (Transferor) and (2) ABPGP 1 Limited and ABPGP 2 Limited (Transferees).

NOTE: -Copy filed under HD527491.

- 13 (07.11.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Plot 5600 dated 7 October 2013 made between (1) BAE Systems PLC and Arlington Business Parks GP Limited (Transferors) and (2) Dormole Limited (Transferee).

NOTE: Copy filed under HD529852

- 14 (09.06.2016) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Plots 6020 and 6030 dated 31 May 2016 made between (1) Arlington Business Parks GP Limited

A: Property Register continued

(Transferor) and (2) One Hatfield Hospital Limited (Transferee).

NOTE:-Copy filed under HD554233

- 15 (05.09.2018) The land has the benefit of any legal easements reserved by a Transfer of Plot 4100 dated 28 February 2018 made between (1) Arlington Business Parks GP Limited and (2) Cambria Automobiles Property Limited.

NOTE: Copy filed under HD535960.

- 16 (16.05.2019) The land has the benefit of any legal easements reserved by a Transfer of Plot 5610 dated 26 April 2019 made between (1) Arlington Business Parks GP Limited and (2) Cambria Automobiles Property Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under HD583601.

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 (17.05.2004) PROPRIETOR: ADVANCED RESEARCH CLUSTERS GP LIMITED (Co. Regn. No. 4233559) of 10th Floor, 5 Churchill Place, London E14 5HU.
- 2 The Transfer dated 9 February 2004 referred to in the Property register contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (13.05.2014) The proprietor's address for service has been changed.
- 4 (01.02.2016) RESTRICTION: Until 1 January 2063 no transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clauses 5.1, 5.2 and (if applicable) 5.4 of a Deed dated 7 January 2016 made between (1) Hawker Siddeley Aviation Limited (2) BAe Systems Plc and (3) Arlington Business Parks GP Limited have been complied with or that they do not apply to the disposition.
- 5 (15.11.2016) RESTRICTION: No disposition of the part of registered estate edged blue on the title plan by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of Clause 26.6 of an Option Agreement dated 10 November 2016 made between (1) Arlington Business Parks GP Limited and (2) Brett Aggregates Limited have been complied with or that they do not apply to the disposition.
- 6 (01.11.2022) The proprietor's address for service has been changed.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 9 February 2004 referred to in the Proprietorship Register:-

"The Transferee covenants with the Transferor by way of indemnity only at all times hereafter to perform and observe the covenants, conditions, agreements, declarations and other provisions contained or referred to in the registers of title number HD39202 the deeds and documents referred to in Schedule 1 and any other agreements entered into by the Transferor or Transferee which affect or relate to the Property so far as the same are still subsisting and relate to the Property and to keep the Transferor and the parts of the Park retained by the Transferor and effects indemnified from and against all proceedings, costs, claims, liability or loss (howsoever incurred) in respect of any future breach or non-observance of them

Schedule of personal covenants continued

The Transferee covenants to keep the Service Conduits situated on the Property serving the Park in good repair and properly cleaned and maintained (until adopted by the local or other statutory authority for maintenance at public expense)

SCHEDULE 1

1. The Deeds and Documents referred to in the Property and Charges Registers of Title Number HD39202.

2. The Section 106 Agreement

PERSONAL COVENANTS

The Transferee hereby covenants with the Transferor by way of indemnity only to observe and perform all obligations and matters subject to which the Property is transferred and will indemnify and keep indemnified the Transferor from and against all actions claims liabilities losses costs proceedings expenses and demands arising from any breach non-observance or non-performance thereof".

NOTE: See entry in the Property register for Definitions.

C: Charges Register

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

1 The land in this title is subject to the following rights reserved by a Conveyance of the land tinted brown on the title plan and other land dated 1 August 1945 made between (1) The Right Honourable Robert Arthur James Gascoyne Baron Cecil commonly called Viscount Cranborne, (2) The Gascoyne Cecil Estates Company (Vendor) and (3) The De Havilland Aircraft Company Limited (Purchaser)

"2. The following rights are reserved out of the Conveyance hereinbefore contained namely:-

(a) Full right and liberty to the Vendor and its successors in title and the persons deriving title under them to build or rebuild on the adjoining or neighbouring land of the Vendor as they may think fit without obtaining any consent from or making any compensation to the Purchaser or its successors in title whether such buildings shall or shall not affect or diminish the access of light or air to the property hereby assured or any buildings which may hereafter be erected thereon or on any part thereof; and

(b) Full free and uninterrupted right to the Vendor and its successors in title and the persons deriving title under them owners for the time being of the adjoining or neighbouring estate of the Vendor in respect of such adjoining or neighbouring estate as aforesaid and of all buildings to be erected thereon of access to and user of the sewers and drains for the time being under the property hereby assured and full and unrestricted power to make and maintain communications with the said sewers and drains as the Vendor and its successors in title making good at its or their expense all damage and disturbance to the Purchaser's land and buildings occasioned by the exercise of all or any of the rights reserved as aforesaid.

.....
..

The Purchaser hereby covenants with the Vendor that the Purchaser or its successors in title will at the request and cost of any persons or person entitled for the time being to the benefit of the provisions of sub-clause (b) of clause 2 hereof execute and do all further deeds and acts (if any) which may be necessary or proper to confirm and perpetuate in their or his favour the rights and powers reserved by the said sub-clause by way of legal grant of easements when the said sewers and drains shall have been constructed."

2 The land is subject to the following rights granted by a Deed dated 28 February 1991 made between (1) British Aerospace Plc (Grantee) and (2)

C: Charges Register continued

Arlington Business Parks Limited (Grantor):-

"the Grantee as beneficial owner hereby grants to the Grantor in fee simple the rights set out in the Second Schedule

THE SECOND SCHEDULE

Rights granted by the Grantee

.....
..

(2) The right to enter on the BAe Land and to place or construct thereon a surface water pumping station in such position as the Grantor may reasonably require and to lay pipes or drains from the Property the said pumping station and/or to the River Ellenbrook or any other surface water drainage system situated on the BAe Land and to connect the said pipes or drains to the said surface water drainage system

(3) The right subject to clause 5 hereof to draw water from the artesian wells and boreholes situated on the BAe Land and for all purposes in connection with the Property and to lay pipes from such artesian wells and boreholes through the BAe Land to the Property.

The following is a copy of clause 5 referred to

5. The Grantor for itself and its successors in title hereby covenants with the Grantee to pay to the Grantee on demand a due proportion of the cost of any water drawn pursuant to paragraph (3) of the Second Schedule such proportion to be calculated according to the quantity drawn by the Grantor in any year as a proportion of the total quantity drawn in any year."

NOTE: The land in this title forms part of the BAE Land referred to above.

- 3 An Agreement dated 19 May 1992 made between (1) British Aerospace Public Limited Company and (2) APH (Manor Road) Limited contains an option to purchase as mentioned in Clause 11 thereto.

NOTE: Copy filed under HD39202.

- 4 (05.08.1998) The parts of the land affected thereby are subject to the rights granted by a Deed dated 15 July 1998 made between (1) British Aerospace Plc (Grantor) and (2) BG Plc (BG).

The said Deed also contains restrictive covenants by the Grantor.

NOTE 1: Copy Deed filed under HD39202

NOTE 2: The land coloured pink and coloured pink edged green on the plan to the Deed has been tinted pink on the title plan.

- 5 (29.10.2004) Agreement for Sale dated 9 October 1998 in favour of Arlington Securities (1998) Limited upon the terms therein mentioned.

NOTE: Copy filed under HD39202.

- 6 (09.01.2001) An Agreement dated 29 December 2000 made between (1) Welwyn Hatfield District Council (2) Hertfordshire County Council (3) City and District of St Albans District Council (4) BAE Systems PLC (5) Arlington Property Developments Limited (6) The University of Hertfordshire Higher Education Corporation and (7) Hatfield Business Park Limited pursuant to Section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

NOTE: Agreement originally registered against HD297619.

- 7 (03.12.2001) The land is subject to the following rights granted by the Transfer of land adjoining part of the western boundary of the land in this title dated 23 November 2001 made between (1) BAE Systems Limited ("Transferor") and (2) Sarbir Developments Limited ("Transferee"):-

C: Charges Register continued

3. RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY

The Transferor grants for the benefit of the Property transferred in fee simple (so far as the transferor is able to grant the same) in common with the Transferor the owners and occupiers from time to time of the other parts of the Retained Land and other persons entitled to the like or similar rights:-

3.1 to drain surface water from the Property into the ditches and culverts on the Retained Land to the same extent and capacity on the same drains as at present Provided that the Transferor may vary the route of such ditches and culverts at any time provided that the service is maintained and the capacity is not reduced

3.2 The right of free and uninterrupted passage of running of water and electricity from and to the Property through the pipes, cables, wires ducts and conduits that are now laid under or over the Retained Land together with the land formerly part of title number HD39202 together with the rights (upon reasonable notice and at reasonable times except in the case of emergency) to enter thereon to maintain repair and renew such conduits doing as little damage or inconvenience as possible and forthwith making good any damage done with as little interference as possible to the said land Provided that the Transferor may at its sole expense and in accordance with all necessary statutory requirements and upon reasonable notice at any time vary the route of such pipes cables wires ducts and conduits provided that the supply of electricity or water (as appropriate) is maintained and a connection to the relevant statutory undertaker is available."

NOTE: The land in this title forms part of the Retained Land referred to above. The Property is the land transferred and is registered under HD403281.

- 8 (17.12.2002) The land is subject to the following rights granted by a Transfer of Popefield Farmhouse dated 7 February 2002 made between (1) BAE Systems Plc (Transferor) and (2) David Henry Jackson (Transferee):-

"RIGHTS GRANTED FOR THE BENEFIT OF THE PROPERTY HEREBY TRANSFERRED OVER
..... THE RETAINED LAND

The following rights are granted by the Transferor over the Retained Land for the benefit of the Property hereby transferred (in common with all others entitled to the like or similar rights)

3.2.1 to the full and free passage and running of water sewerage gas electricity soil and other services through the Service Conduits which are now or may within the Perpetuity Period be laid in through under or over the Retained Land and which serve the Property

3.2.2 (upon reasonable notice and at reasonable times except in an emergency) to inspect repair maintain and replace any Service Conduits now in on or over the Retained Land causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (except in case of emergency) to enter upon the Retained Land with or without workmen and appliances for such purposes."

NOTE: The land in this title forms part of the Retained Land referred to above. The Property is the land transferred and is registered under title number HD414210. The Perpetuity Period is eighty years from 2 February 2002. The Service Conduits means all pipes mains drains sewers wires cables ducts gullies flues gutters channels watercourses and any other conduits for carrying gas electricity and electrical signals and data in any form water air fuel soil and any other services.

- 9 (25.02.2003) A Transfer of land and buildings on the south east side of Mosquito Way dated 23 January 2003 made between (1) BAE SYSTEMS PLC (Transferor) and (2) Smilewood Limited (Transferee) contains covenants by the Transferor details of which are set out in the schedule of restrictive covenants hereto.

- 10 The land is subject to the following rights granted by a Transfer of

C: Charges Register continued

land adjoining part of the eastern boundary of the land in this title dated 19 May 1992 made between (1) British Aerospace Public Limited Company and (2) APH (Manor Road) Limited:-

"TOGETHER with the rights set out in the First Schedule

THE FIRST SCHEDULE

Rights granted

(1) The right to the full and free running of gas electricity water soil drainage air smoke or other effluvia telephone and other electrical signals optical signals data in any form and any other services from and to the Property through any Service Conduits now or within the Perpetuity Period passing through under or over the BAe Land and serving the Property

(2) The right (upon reasonable notice and at reasonable times except in an emergency) to construct connect to inspect repair maintain and replace any Service Conduits now or within the Perpetuity Period in on or under the BAe Land but not under or so as to affect any building on the BAe Land and causing as little damage or inconvenience as possible and forthwith making good any damage done together with the right at all reasonable times after giving reasonable written notice (save in the case of emergency) to enter upon the BAe Land with or without workmen and appliances for such purposes"

The Transfer contains the following definitions:

"The BAe Land" means the land other than the Property comprised in the title number above mentioned

"Service Conduits" means all pipes mains drains sewers wires cables ducts gullies gutters channels watercourses and any other conduits for carrying gas electricity water soil air smoke and other effluvia fuel telephone and other electric signals optical signals data in any form and any other services

"Perpetuity Period" means the period of eighty years from the date hereof

NOTE: The land in this title forms part of the BAe Land. The title above mentioned is HD39202. The Property is the land transferred and is registered under HD297619.

- 11 (16.11.2016) UNILATERAL NOTICE affecting the land edged blue on the title plan in respect of Option Agreement to enter a mineral lease being dated 10 November 2016 made between (1) Arlington Business Parks GP Limited and (2) Brett Aggregates Limited.
- 12 (16.11.2016) BENEFICIARY: Brett Aggregates Limited (Co. Regn. No. 316788) of 150 Aldersgate Street, London, EC1A 4AB and of Robert Brett House, Ashford Road, Canterbury, Kent CT4 7PP.

Schedule of restrictive covenants

- 1 The following are details of the covenants by the Transferor contained in the Transfer dated 23 January 2003 referred to in the Charges Register:-

"Restrictive Covenant affecting the Transferor's retained land

The Transferor hereby covenants with the Transferee and its successors in title with the intent to and so as to bind each and every part of the remainder of the land within the above Title Number into whosoever hands the same may come and to benefit and protect the Property not to permit the remainder of the land comprised within the above Title Number or the Park to be used as a tennis or health and fitness club for a period of 10 years from completion of the development to be constructed by the Transferee upon the Property Provided That (for the avoidance of doubt) this restriction shall not apply to nor shall it prevent the development and/or use of a sports centre and/or playing

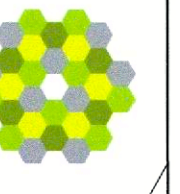
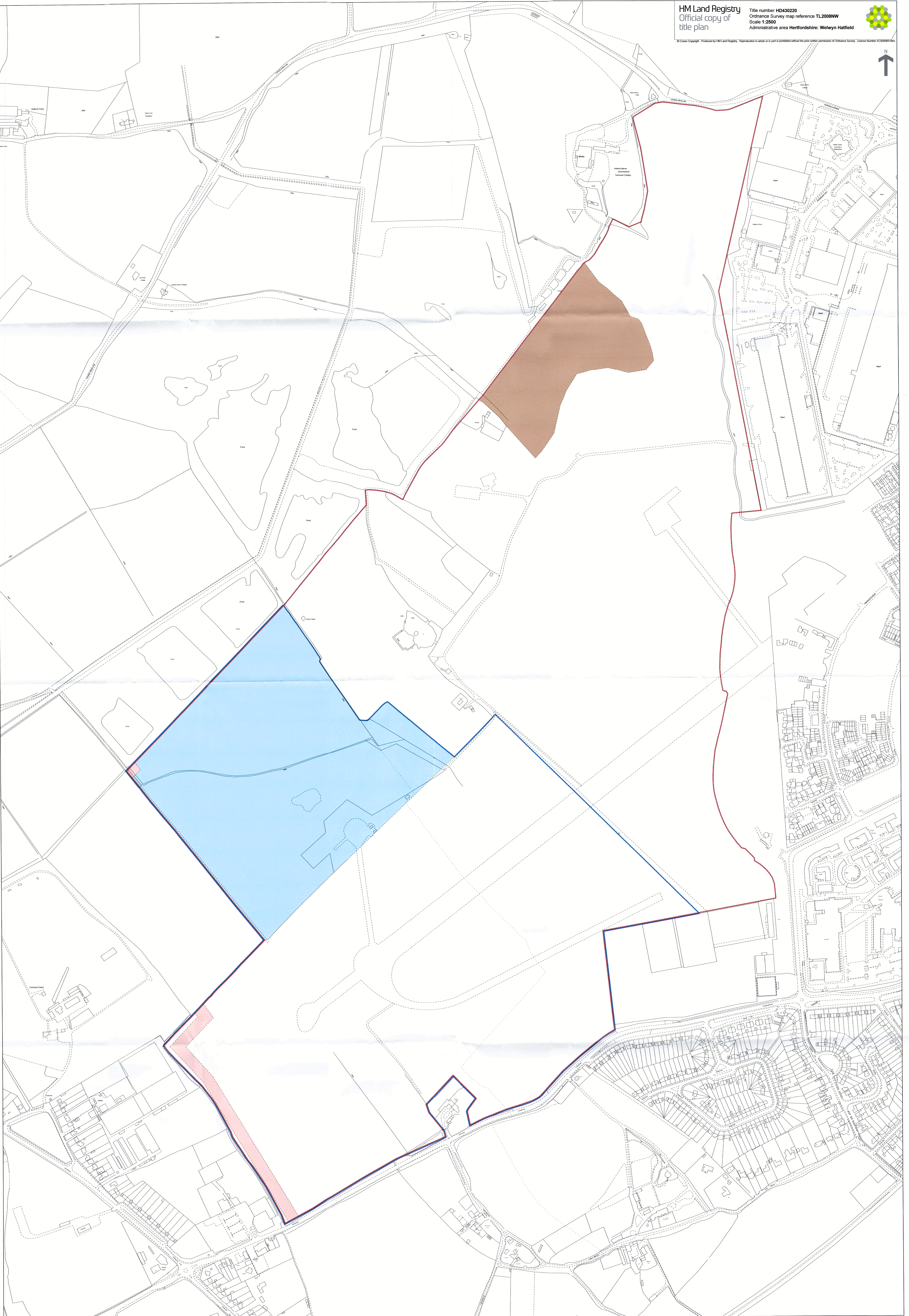
Title number HD430220

Schedule of restrictive covenants continued

fields to be constructed upon the Park or any land adjacent thereto by the University of Hertfordshire."

NOTE: The "Property" referred to is the land comprised in title number HD416374. The land in this title forms part of the retained land referred to above.

End of register



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number HD53815

Edition date 05.06.2024

- This official copy shows the entries on the register of title on 18 JUN 2024 at 12:52:35.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Nov 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Leicester Office.

A: Property Register

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

HERTFORDSHIRE : ST ALBANS

- 1 The Freehold beds of sand and gravel lying in or under the land shown and edged with red on the plan of the above Title being filed at the Registry together with the rights (until 31 December 1988) granted by the Transfer dated 31 July 1968 referred to in the Charges Register.
- 2 The land is registered under Title HD39202 and HD94562.

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 qualified

- 1 QUALIFICATION-The inclusion of the freehold beds of sand and gravel in this title does not affect or prejudice the enforcement of any estate right or interest therein existing before 13 August 1968.
- 2 (29.07.2020) PROPRIETOR: ADVANCED RESEARCH CLUSTERS GP LIMITED (Co. Regn. No. 04233559) of 10th Floor, 5 Churchill Place, London E14 5HU.
- 3 (01.11.2022) The proprietor's address for service has been changed.

C: Charges Register

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

- 1 A Transfer dated 31 July 1968 made between (1) Hawker Siddeley Aviation Limited and (2) St. Albans Sand & Gravel Company Limited contains restrictive covenants.

NOTE: Original filed.
- 2 The Transfer dated 31 July 1968 referred to above contains a covenant to reconvey any residue of the minerals to Hawker Siddeley Aviation Limited upon the expiration of 51 years from the date thereof.

C: Charges Register continued

- 3 (09.07.1998) The parts of the title affected thereby are subject to the rights granted by a Deed dated 2 June 1998 made between (1) St. Albans Sand & Gravel Company Limited (Grantor) and (2) BG PLC (BG)

The said Deed also contains restrictive covenants by the Grantor.

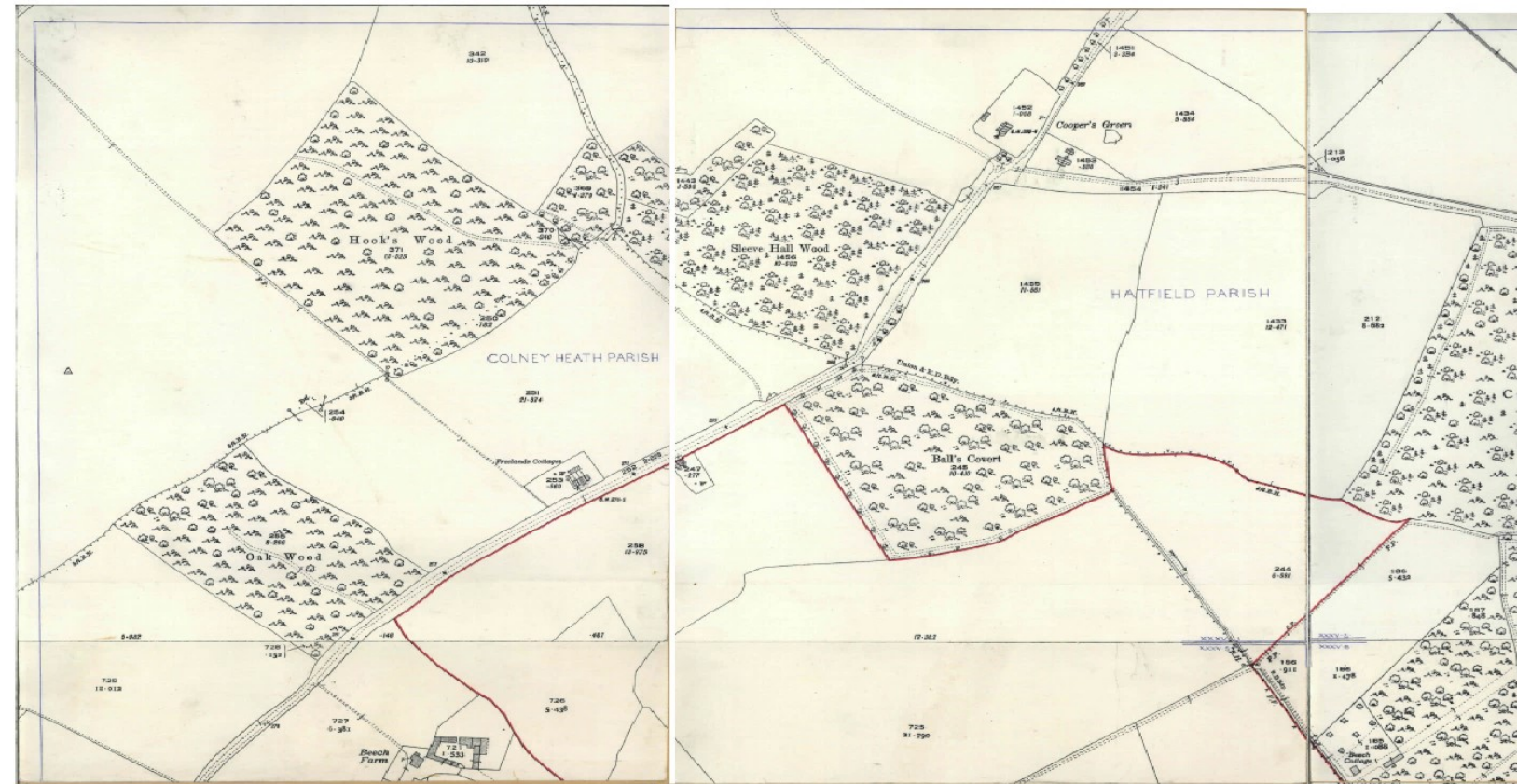
NOTE: Copy Deed filed.

- 4 (26.10.2021) UNILATERAL NOTICE affecting the land edged red on the Plan in respect of an Option Agreement to enter into a Mineral Lease dated 10 November 2016 made between (1) Arlington Business Parks GP Limited and (2) Brett Aggregates Limited.

NOTE: Copy filed.

- 5 (26.10.2021) BENEFICIARY: Brett Aggregates Limited (Co. Regn. No. 316788) of Robert Brett House, Ashford Road, Canterbury, Kent, CT4 7PP.

End of register



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number HD551580

Edition date 01.11.2022

- This official copy shows the entries on the register of title on 18 JUN 2024 at 12:52:35.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 04 Nov 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Leicester Office.

A: Property Register

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

HERTFORDSHIRE : ST ALBANS

- 1 (13.10.1964) 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 Hatfield Road, Smallford, St Albans.
- 2 By virtue of a Transfer dated 31 July 1968 by Hawker Siddeley Aviation Limited to St Albans Sand & Gravel Company Limited the freehold beds of sand and gravel lying in or under the land in this title and other land have been removed from this title and registered under Title No. HD53815 together with rights of entry and of working upon the surface and erecting buildings and machinery thereon until 31 December 1988 as therein mentioned.

NOTE: Transfer filed under HD53815.

- 3 (05.09.2018) The land has the benefit of any legal easements reserved by a Transfer of Plot 4100 dated 28 February 2018 made between (1) Arlington Business Parks GP Limited and (2) Cambria Automobiles Property Limited.

NOTE: Copy filed under HD535960.

- 4 (16.05.2019) The land has the benefit of any legal easements reserved by a Transfer of Plot 5610 dated 26 April 2019 made between (1) Arlington Business Parks GP Limited and (2) Cambria Automobiles Property Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under HD583601.

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 (08.03.2016) PROPRIETOR: ADVANCED RESEARCH CLUSTERS GP LIMITED (Co. Regn. No. 04233559) of 10th Floor, 5 Churchill Place, London E14 5HU.

B: Proprietorship Register continued

- 2 (08.03.2016) RESTRICTION: Until 1 January 2063 no disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clauses 5.1, 5.2 and (if applicable) 5.4 of a Deed dated 7 January 2016 made between (1) Hawker Siddeley Aviation Limited (2) BAe Systems PLC and (3) Arlington Business Parks GP Limited have been complied with or that they do not apply to the disposition.
- 3 (08.03.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (15.11.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 26.6 of an Option Agreement dated 10 November 2016 made between (1) Arlington Business Parks GP Limited and (2) Brett Aggregates Limited have been complied with or that they do not apply to the disposition.
- 5 (01.11.2022) The proprietor's address for service has been changed.

C: Charges Register

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

- 1 (05.08.1998) The parts of the land affected thereby are subject to the rights granted by a Deed dated 15 July 1998 made between (1) British Aerospace Plc (Grantor) and (2) BG Plc (BG).

The said Deed also contains restrictive covenants by the Grantor.

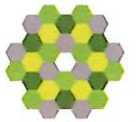
NOTE 1: Copy Deed filed under HD39202.

- 2 (16.11.2016) UNILATERAL NOTICE in respect of an Option Agreement to enter a mineral lease being dated 10 November 2016 made between (1) Arlington Business Parks GP Limited and (2) Brett Aggregates Limited.
- 3 (16.11.2016) BENEFICIARY: Brett Aggregates Limited (Co. Regn. No. 316788) of 150 Aldersgate Street, London, EC1A 4AB and of Robert Brett House, Ashford Road, Canterbury, Kent CT4 7PP.

End of register

HM Land Registry
Official copy of
title plan

Title number **HD551580**
Ordnance Survey map reference **TL1908SW**
Scale **1:2500**
Administrative area **Hertfordshire : St Albans**



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Pond

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Radio Nursery