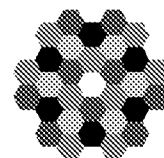


The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number WSX31476

Edition date 12.12.2016

- This official copy shows the entries on the register of title on 20 DEC 2016 at 16:01:38.
- 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 20 Dec 2016.
- 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 Land Registry, Durham Office.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 (23.02.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Van Heyningen Bros Ltd, Roundstone Lane, Angmering, Littlehampton (BN16 4AX).

NOTE: The land hatcehd green on the title plan is not included in this title.

- 2 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land adjoining the southern boundary of the land in this title dated 21 June 1982 made between (1) Fyffes Group Limited and (2) Richard Ian Cahn:-

THE FIRST SCHEDULE above referred to

Subject to the Transferee making good forthwith to the satisfaction of the Transferor all damage caused by the exercise of this right and to the Transferee (1) Keeping the Transferor and its successors in title fully and effectually indemnified in respect of any loss or damage arising by exercise of the right hereinafter contained howsoever caused and (2) at all times complying with the covenants on the part of the Transferee in this deed contained a right of way with or without vehicles at all reasonable times for the purposes only of access to and egress from the Land hereby transferred for the Transferee over and along the access route coloured blue on the plan annexed hereto (in common with the Transferor and all other persons now or hereafter having or granted any rights over the same for any purpose) PROVIDED THAT the right of way hereby granted shall cease and determine forthwith upon (1) the completion of the construction or formation of an entrance or accessway to the Land hereby transferred directly form Roundstone lane or (b) the expiration of four months from the date of this deed (whichever shall be the earlier)

THE SECOND SCHEDULE before referred to

EXCEPT AND RESERVING unto the Transferor it successors in title and assigns and those deriving title under it or them (to the intent that the benefit of such exceptions and reservations shall attach to and enure for the benefit of the retained land or any part thereof)

- (a) full free and uninterrupted right of passage and running of air

A: Property Register continued

water soil gas electricity and telephone telegraphic and other communication systems and all other services through and the use of the sewers drains channels watercourses gas water and other pipes conduits cables wires and all other conducting media and appliances which are now or shall be laid (within a period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) in or installed in through or under the Land hereby transferred or any part thereof together with the right at any time or times to enter the Land with workmen and others and with all necessary tools appliances and equipment to lay construct inspect repair or maintain any such sewers drains gutters watercourses pipes cables wires ducts apparatus and conduits

(b) all rights of light and air and other easements and rights now or hereafter belonging to or enjoyed by the Land from or over the Retained land or any part thereof

(c) the right without making any compensation therefor to execute works and alterations on the Retained land or any part thereof or to pull down or rebuild or alter or extend the buildings erected on such lands and to make or suffer to be made any excavation thereon and to undermine underpin and shore up the same or any part thereof and use or deal with the same in any manner notwithstanding that by so doing the access of light or air to the Land hereby transferred or any other liberty or easement right or advantage thereto belonging may thereby be diminished or interfered with or prejudicially affected

(d) the right of support and shelter and all other easements and rights now or hereafter belonging to or enjoyed by the Retained land or any part thereof."

NOTE 1: Copy transfer filed.

NOTE 2: The retained land referred to is the land remaining in this title.

3 The Transfer dated 21 June 1982 referred to above contains the following covenants which are expressed to be for the benefit of the land in this title:-

"THE Transferee for himself and his successors in title and assigns hereby covenants with the Transferor and its successors in title and assigns to the intent that the burden of such covenants shall run with the Land hereby transferred and each and every part thereof into whosoever hands the same may come and so that the benefit of such covenants shall attach to and enure for the benefit of the land and property retained by the Transferor comprised in Title WSX31476 and all the buildings erected thereon and each and every part thereof into whosoever hands the same may come (in this Transfer called "the retained Land") to observe and perform the covenants set out in the Third Schedule hereto

THE THIRD SCHEDULE above referred to

1. To bear and pay on demand a fair proportion (to be determined in case of dispute by the Transferor's Surveyor) of all costs and expenses incurred or to be incurred by the Transferor in respect of the making repairing maintaining rebuilding and cleansing of all ways roads pavements sewers drains pipes watercourses walls party structures fences or other conveniences which shall belong to or be used by the Land hereby transferred or any part thereof in common with the Retained Land or any part thereof

2. Not to allow the walls fences or hedges along boundaries of the Land hereby transferred to fall into disrepair nor to allow the same to cease providing suitable boundaries to the Land (but wholly on the Land hereby transferred)

3. Within one month from the date of this deed to erect and thereafter maintain to the satisfaction of the Transferor a fence on the boundaries of the Land between the points A to B to C to D to E such fence to be a post and wire mesh fence the posts to be set in concrete footings and to be not less than five feet in height. The Transferor

A: Property Register continued

will pay Fifty per centum of the reasonable cost of erecting such fence subject to estimates for its construction having been approved in writing by the Transferor and the cost of construction not exceeding the estimates approved by the Transferor

4. Not to discharge any noxious fumes or effluent into the drains or sewers serving the Land and not to do or permit anything which may be or become a nuisance or annoyance to the transferor or its successors in title and assigns"

NOTE: Copy transfer filed.

4 The land has the benefit of the following rights reserved by the Transfer dated 9 September 1988 referred to in the Charges Register:-

EXCEPT AND RESERVING to the Vendor its successors in title the owners and occupiers of all or any part of the land retained by the Vendor known as West End Nursery:-

(i) All such rights and easements and quasi easements as now exist and are used and enjoyed by the land retained by the Vendor ("the retained land")

(ii) The rights to connect with and use any service installations under over or in the property hereby transferred existing at the date hereof (other than the cesspool) or which shall hereafter (but within 80 years from the date hereof) replace such existing service installations so far as they may be required for the drainage and sewage of or the supply of water gas electricity and telephone or other services to the retained land and any dwellinghouse or other buildings for the time being erected on any part thereof subject to the payment of a fair proportion of the costs and expense of cleansing repairing maintaining and renewing such service installations

(iii) The right upon giving not less than 48 hours prior written notice except in the case of emergency to enter upon the property hereby transferred so far only as may be necessary for the exercise of the rights hereunder and of carrying out to any building for the time being erected upon the retained land or any part thereof any works of repair maintenance and renewal which could not otherwise conveniently be carried out and for the purpose of inspecting cleansing maintaining repairing replacing and renewing any service installations or any part thereof the owner of the retained land or any part thereof and any successors in title causing as little disturbance and inconvenience as possible and making good damage caused by the exercise of such rights

(iv) The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any buildings or other erection now standing or hereafter to be erected on any part of the retained land adjoining the property hereby transferred in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected on any part of the land hereby transferred and so that all privileges or light and air now or hereby to be enjoyed over any part of the retained land by or in respect of the property hereby transferred shall be deemed to be so enjoyed by the licence or the consent and not of the right

(v) The sale does not include and it is hereby expressly excepted from the grant any rights for the free passage of light and air through any windows or openings in any building now standing or hereafter to be erected on the part of the property.

5 (12.12.2016) A new title plan based on the latest revision of the Ordnance Survey Map showing the land remaining in the title has been prepared.

B: Proprietorship Register

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

Title absolute

- 1 (22.12.2015) PROPRIETOR: CALA MANAGEMENT LIMITED (Co. Regn. No. SC013655) of Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU.
- 2 (22.12.2015) The price stated to have been paid on 15 December 2015 was £14,035,000.
- 3 (22.12.2015) 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.

C: Charges Register

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

- 1 A Conveyance of the land edged and numbered 1, 2, 3, 4 and 5 in yellow on the title plan and other land dated 25 March 1938 made between (1) Gwendoline Adelaide Katherine Georgina Matilda Somerset (Vendor) (2) Sir Henry Ferryman Bowles and Bruce Canning Vernon Wentworth and (3) Edward Morgan Sparkes and Alec George Sparkes (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land edged and numbered 1, 3 and 4 in yellow on the title plan and other land dated 26 September 1938 made between (1) Edward Morgan Sparkes and Alec George Sparkes (Vendors) and (2) Richard Oswald Girling (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 So much of the land affected thereby is subject to the rights granted in the following terms in a Deed of Grant dated 17 July 1939 made between (1) Girling Estates Limited (Grantors) and (2) Central Electricity Board (Board):-

"1. In pursuance of the said agreement and in consideration of the sum of Three hundred pounds paid by the Board to the Grantors (the receipt of which sum the Grantors hereby acknowledge) the Grantors as beneficial owners hereby grant unto the Board in fee simple Full right and liberty for the board to erect use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto (together hereinafter referred to as "the electric lines") on and over the hereditaments and premises situate at Angmering in the County of Sussex on the east and west sides of a road there called Roundstone Lane being the pieces of land number 315 (part) on the Ordnance Survey Map (1911 Edition) and 450 on the Ordnance Survey Map (1932 Edition) respectively and for the purpose of identification shown on the plan annexed hereto and thereon coloured pink the position of the electric lines being indicated on the said plan And also full right and liberty for the Board and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said hereditaments and premises for all or any of the purposes aforesaid

2. The Board hereby covenant with the Grantors as follows:-

(a) That the erection of the electric lines shall be executed by the Board in accordance with the Regulations of the Electricity Commissioners applicable thereto for the time being in force

(b) That they will make good to the reasonable satisfaction of the Grantors any damage to the said hereditaments and premises or to the buildings trees hedges fences crops or livestock of the Grantors caused by the electric lines or by the erection of the electric lines If for any reason any such damage cannot be made good or if the Board so prefer they shall in lieu of making good such damage compensate the Grantors therefor

(c) That they will keep the Grantors indemnified against all actions which may be brought and all claims and demands which may be made against the Grantors by reason of the erection of the electric lines or any failure to repair the same

The expression "the erection of the electric lines" herein used

C: Charges Register continued

includes the erection user maintenance repair renewal inspection and removal of the electric lines

Any dispute or difference arising under this Clause shall be submitted to arbitration in manner provided by the Arbitration Acts 1889 to 1934 or any statutory modification thereof.

THE SCHEDULE before referred to

Six conductors for transmitting electricity by three-phase current at a frequency of fifty cycles per second and at a pressure of 33000 volts together with an earth wire and one tower and two legs of another tower for supporting the same and the equipment required by the Board in connection therewith."

NOTE: The position of the electric lines shown on the Deed plan are shown by a blue broken line on the title plan. The said Deed also contains covenants details of which are set out in the Schedule of restrictive covenants hereto.

- 4 The land is subject to the following rights granted by a Conveyance of adjoining land known as Quiet Waters dated 31 March 1978 made between (1) Scandinavian Bank Limited (Vendor) and (2) John Stuart Knapman and Dulcie May Knapman (Purchasers):-

"TOGETHER WITH the right to the unimpeded passage and running of water and soil through and by all or any of the channels sewers drains and watercourses which now exist into the septic tank on the adjoining land of the Vendor shown approximately by a black dot marked "ST" on the said plan and used jointly with the premises known as West End Cottage Roundstone Lane Angmering TOGETHER WITH a right of entry onto the said adjoining land at all reasonable times by prior appointment with the Vendor and its successors in title and the occupant for the time being of the said adjoining land for the purpose of maintaining repairing or renewing such drains or sewers and septic tank as aforesaid paying to the said occupant or to the owner for the time being of the said adjoining land on demand a fair proportion of the charges of cleaning repairing and renewing the said sewers drains and septic tank used jointly with the said occupant until the same shall have been adopted by the Local Authority."

NOTE: The black dot marked ST on the Conveyance plan is shown by a brown dot and the letters ST have been reproduced on the title plan.

- 5 The land is subject to the following rights granted by a Transfer of West End Cottage dated 9 September 1988 made between (1) Rowditch Properties Limited (Vendor) and (2) Stephen Vincent Simms and Elizabeth Jane Simms (Purchasers):-

"TOGETHER with the following rights:-

(1) A right of access upon not giving less than 48 hours prior written notice to enter upon the land retained by the Vendor for the purposes of erecting the fence and maintenance of the hedges and fences in accordance with the conditions of the covenant hereinafter contained

(2) The right upon giving not less than 48 hours prior written notice to enter on the land retained by the Vendor to cut back such part of the land shown coloured green on the plan annexed hereto as shall be required by the local and planning authorities to provide a visibility splay to the driveway which the Purchasers intend to construct between the land hereby transferred and the land forming the publicly maintained highway to the west thereof the Purchasers or their successors in title causing as little disturbance and inconvenience as possible and making good any damage caused by the exercise of such right

(3) The right of access from time to time on the land retained by the Vendor to cut down vegetation and remove obstructions from the said land shown coloured green so as to maintain a good visibility splay to the driveway referred to in (2) above the Purchasers or their successors in title causing as little disturbance and inconvenience as possible and making good any damage caused by the exercise of such

C: Charges Register continued

right."

- 6 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 30 March 1990 made between (1) Rowditch Properties Limited (Grantor) and (2) The South Eastern Electricity Boards (The Board):-:-

"the Grantor as beneficial owner hereby grants unto the Board FULL RIGHT AND LIBERTY for the Board and its successors in title FIRSTLY (together with all persons authorised by it or them) to pass and repass at all times and for all purposes and with or without vehicles over and along the land shown coloured blue and brown on the Plan Number D4/521255/10/2a annexed hereto (hereinafter referred to as "the blue land" and "the brown land" respectively) and also along the roads (a road including in addition to the carriageway one or more pavements and/or verges where present or intended) and other access routes now or within Eighty years from the date hereof constructed (which expression for the purpose hereof shall be deemed to include laid out preparatory to construction whether or not actual construction has commenced) on or over the Property including (but not by way of limitation) the roads and other access routes shown on the said plan and the sites thereof before the same are constructed so far as the same lie within the Property all which said roads and access routes and (if such be the case) the sites of those shown on the said plan before the same are constructed are hereinafter called "the Estate Roads" and SECONDLY to retain lay and maintain (which expressions shall without prejudice to the generality thereof include to use and from time to time to repair alter re-lay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating covering tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents) under the land coloured yellow on the said plan Number D4/521255/10/2a annexed hereto (hereinafter referred to as "the yellow land") and the brown land and also under the Estate Roads TOGETHER WITH FULL RIGHT AND LIBERTY to break up the surface of the yellow land the brown land and the Estate Roads so far as may be necessary from time to time for all or any such purposes and also for all or any such purposes to enter the Property TO HOLD the said rights and liberties unto the Board in fee simple as to those first granted as appurtenant to the green land and as to those secondly granted as appurtenant to the Board's Undertaking."

The said Deed also contains the following covenants:-

"THE Grantor hereby covenants with the Board with the intent and so as to bind the yellow land and/or the brown land on the said Plan Number D4/521255/10/2a and every part thereof and every part of the Property which lies within 1.5 metres of the yellow land and/or the brown land into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted

(i) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by the Board in the exercise of the rights and liberties hereby granted

(ii) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the yellow land and/or the brown land in such a manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that nothing in this covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the yellow land and/or the brown land as forms the site of an intended or existing road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted

(iii) Without prejudice to the generality of the foregoing not to erect or permit or suffer to be erected any building or structure (other than such as are shown on the said plan) nor to plant or permit

C: Charges Register continued

or suffer to be planted any trees on or within a distance of 1.5 metres of the yellow land and/or the brown land."

NOTE: Copy plan filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 25 March 1938 referred to in the Charges Register:-

"THE Purchasers (for the benefit of the Vendor's adjoining land and to the intent that this covenant shall be binding so far as may be on the Owner for the time being of the hereditaments hereby conveyed but upon the Purchasers only so long as they or he shall be Owners or Owner of the same) hereby jointly and severally covenant with the Vendor as follows:-

(a) That the Purchasers and their successors in title will observe perform and be bound by the restrictions and stipulations specified in the Second Schedule hereto.

THE SECOND SCHEDULE above referred to

THE land hereby conveyed or any part thereof shall not nor shall any building to be erected thereon be at any time used for the purposes of a Mental Hospital or Asylum Hospital Factory Poor Law or Public Maintenance Institution or purposes connected therewith or a Brick or Tile Yard or Factory or Lime Kiln or Lime or Cement Factory."

- 2 The following are details of the covenants contained in the Conveyance dated 26 September 1938 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendors for the benefit of the Vendor's land adjoining the premises hereby conveyed on the East side thereof and so as to bind the premises hereby conveyed into whosoever hands the same may come to observe and perform the covenants and stipulations set out in the Schedule hereto.

THE SCHEDULE

1. The land hereby agreed to be sold or any part thereof shall not nor shall any building to be erected thereon be at any time used for the purposes of a Mental Hospital or Asylum Factory Poor Law or Public Maintenance Institution or purposes connected therewith or a Brick or Tile Yard or factory or Lime Kiln or Lime or Cement Factory

2. The Purchaser shall in the event of any building development taking place on the land hereby agreed to be sold or on any part thereof forthwith erect and for ever thereafter maintain on the boundaries of the premises hereby agreed to be sold marked with a "T" a close boarded and substantial fence six feet in height but so that for the purposes of this covenant the premises hereby agreed to be sold shall be deemed to consist of two parts the one part being that part of the property lying to the North of the proposed new roadway shown on the plan drawn hereon and the other part being to the South of the said roadway and the Purchaser shall not be bound to commence the erection of the said fencing on the boundaries of one part of the said premises until building development shall take place on that part

3. The Purchaser shall not permit weeds to grow on the land hereby agreed to be sold which may be detrimental to the Vendors adjoining or neighbouring land and shall keep any weeds which may grow on the said premises cut down."

NOTE: The T marks referred to in clause (2) above are now internal. The part of the proposed new roadway is also now internal.

- 3 The following are details of the covenants contained in the Deed of Grant dated 17 July 1939 referred to in the Charges Register:-

"The Grantors hereby covenant with the Board that no part of any dwellinghouse building or other erection which may at any time be upon

Title number WSX31476

Schedule of restrictive covenants continued

the said hereditaments and premises shall be so constructed or placed as to be within ten feet of the conductors mentioned in the Schedule hereto when the same are at maximum temperature and for maximum swing or so as to encroach upon the foundations of the towers mentioned in the said Schedule."

End of register