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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 DT221260

Edition date 05.03.2024

- This official copy shows the entries on the register of title on 27 MAR 2024 at 12:03:18.
- 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 17 Apr 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, Weymouth Office.

A: Property Register

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

BOURNEMOUTH, CHRISTCHURCH AND POOLE

- 1 (04.11.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 120 High Street, Poole (BH15 1DF).
- 2 (04.11.1994) The land has the benefit of the following rights granted by a Deed dated 3 March 1986 made between (1) McDonald's English Real Estate Company Limited (Grantor) and (2) Coles Properties (Poole) Limited (Grantee):-

"McDonald's English Real Estate Company Limited (hereinafter called "the Grantor") as beneficial owner HEREBY GRANTS unto COLES PROPERTIES (POOLE) Limited (hereinafter called "the Grantee") (in common with all others having the like right) full right and liberty for the Grantee and its successors in title for the time being of the property known as Number 120 High Street Poole as the same is edged in red on the plan annexed hereto and its or their lessees servants agents or licensees to pass and repass on foot only (with or without trolleys) over and along that part of the premises comprised in the above title number shown coloured green on the said plan (hereinafter called "the access way") subject to the conditions and restrictions specified in the Schedule hereto (which the parties hereto to the extent of their respective interests under this Deed HEREBY COVENANT to observe and perform)

THE SCHEDULE

The following conditions and restrictions shall apply to the rights hereinbefore granted:-

1. The Grantee shall take all necessary steps to maintain the security of the rear yard shown edged blue on the said plan outside normal working hours (i.e. between the hours of 18.00 to 08.00 Monday to Saturday and from 13.00 hours on Saturday to 08.00 hours on Monday each weekend and at all times on bank holidays) by locking the gates with the key so provided and the Grantee shall notify the names of all keyholders of the gates (and any changes thereto) to the Manager of the Grantor's adjoining premises
2. The use of the access way shall be solely for the purposes of access to and egress from the property of the Grantee as above mentioned

A: Property Register continued

3. No obstacles of any kind shall be left in the access way which may be likely to obstruct the use of the same by either party or which may cause nuisance or annoyance to the Grantor and its servants or tenants or which may cause damage to the surface of the access way

4. The Grantor shall not be responsible for any compensation as a result of the temporary obstruction of the access way but shall take all reasonable steps to remove any obstruction of which notice has been given to the Manager of the Grantee's adjoining premises by the Grantee or by any other person authorised to use the access way pursuant to this Deed

5. The Grantee shall be responsible for and indemnify the Grantor against all damage to any part of the Grantor's adjoining property or to any person or thing thereon caused by any act default or negligence of the Grantee or other users of the access way pursuant to this Deed including all fees incurred by the Grantor in connection therewith

6. The Grantee will from time to time contribute one half of the costs of keeping the access way in repair and in the event of disagreement the items in dispute shall be referred to an independent surveyor to be appointed in default of agreement between the parties hereto on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an arbitrator in accordance with the provisions of the Arbitration Acts 1950-1979".

NOTE: Original Deed filed under DT94127.

3 (04.11.1994) The land has the benefit of the following rights granted by a Deed dated 3 March 1986 made between (1) McDonald's English Real Estate Company Limited (Grantor) (2) Coles Properties (Poole) Limited (First Grantee) and (3) National and Provincial Building Society (Second Grantee):-

"McDONALD'S ENGLISH REAL ESTATE COMPANY LIMITED (hereinafter called "the Grantor") as beneficial owner HEREBY GRANTS unto COLES PROPERTIES (POOLE) LIMITED (hereinafter called "the First Grantee") and NATIONAL AND PROVINCIAL BUILDING SOCIETY (hereinafter called "the Second Grantee") (in common with all others having the like right) full right and liberty for the First Grantee and the Second Grantee and their respective successors in title for the time being of the properties known as Numbers 120 and 122 High Street Poole as the same are together edged in red on the plan annexed hereto and their respective lessees servants agents or licensees to pass and repass with or without motor vehicles over and along that part of the premises comprised in the above title number shown coloured brown on the said plan (hereinafter called "the access way") subject to the conditions and restrictions specified in the Schedule hereto (which the parties hereto to the extent of their respective interests under this Deed HEREBY COVENANT to observe and perform)

THE SCHEDULE

The following conditions and restrictions shall apply to the rights hereinbefore granted:-

1. The First Grantee and the Second Grantee shall take all necessary steps to maintain the security of the rear yard shown edged blue on the said plan outside normal working hours (i.e. between the hours of 18.00 and 08.00 Monday to Saturday and from 13.00 hours on Saturday to 08.00 hours on Monday each weekend and at all times on bank holidays) by locking the gates with the key so provided and the First Grantee and the Second Grantee shall notify the names of all keyholders of the gates (and any changes thereto) to the Manager of the Grantor's adjoining premises

2. The use of the access way shall be solely for the purposes of access to and egress from the property of the First Grantee and the Second Grantee as above mentioned

3. No obstacles of any kind shall be left in the access way which may be likely to obstruct the use of the same by any party or which may

A: Property Register continued

cause nuisance or annoyance to the Grantor and its servants or tenants or which may cause damage to the surface of the access way

4. The Grantor shall not be responsible for any compensation as a result of the temporary obstruction of the access way but shall take all reasonable steps to remove any obstruction of which notice has been given to the Manager of the Grantor's adjoining premises by the First Grantee or the Second Grantee or by any other person authorised to use the access way pursuant to this Deed

5. The First Grantee and the Second Grantee shall jointly be responsible for and indemnify the Grantor against all damage to any part of the Grantor's property or to any person or thing thereon caused by any act default or negligence of the First Grantee or the Second Grantee or other users of the access way pursuant to this Deed including all fees incurred by the Grantor in connection therewith

6. The First Grantee and the Second Grantee will from time to time contribute one third each of the costs of keeping the access way in repair and in the event of disagreement the items in dispute shall be referred to an independent surveyor to be appointed in default of agreement between the parties hereto on the application of any party by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an arbitrator in accordance with the provisions of the Arbitration Act 1950-1979".

NOTE: Original Deed filed under DT62773.

- 4 (26.09.1996) The land has the benefit of the following rights granted by a Deed dated 23 September 1996 made between (1) Abbey National plc (2) Fairfax Securities Limited and (3) Iceland Frozen Foods PLC:-

"The Grantor with Full Title Guarantee HEREBY GRANTS to the Grantee and to the Tenant the following rights:-

1. Full right and liberty for the Grantee and Tenant and their successors in title the owners and occupiers for the time being of the Property in common with all others having the like right to pass and repass on foot only with or without trolleys pallets and other devices for moving goods over and along that part of the Grantor's car park 2 metres in width being part of the land comprised in the above mentioned title and coloured yellow on the ground floor plan annexed and hereinafter called "the Accessway" SUBJECT to the conditions and restrictions specified in the First Schedule hereto which the parties hereto to the extent of their respective interests hereunder covenant to observe and perform TO HOLD the same unto the Grantee in fee simple and unto the Tenant for all the residue now unexpired of the said term of 25 years from 25th March 1996

2. The right to retain the canopy constructed by the Tenant in its present position SUBJECT to the conditions and restrictions specified in the Second Schedule hereto which the parties hereto covenant to observe and perform and the right to use the Accessway for the purpose of maintaining repairing decorating altering and removing the canopy TO HOLD the same unto the Grantee in fee simple and unto the Tenant for all the residue now unexpired of the said term of 25 years from 25th March 1996.

THE FIRST SCHEDULE

The following conditions and restrictions shall apply to the right of way over the Accessway:-

1. The use shall be solely for the purpose of pedestrian access or delivery of goods with or without trolleys pallets or other means of carrying goods to and from the Property all deliveries to be by hand or by the use of hand drawn trolleys pallets or other means of carrying goods including powered pallet vehicles but not by motor vehicles of any kind

2. The Grantee and the Tenant shall not leave any items on the Accessway or obstruct the same so as to be likely to obstruct the use of any other part of the Grantor's car park or so as to cause a

A: Property Register continued

nuisance or annoyance to the Grantor and its servants and tenants or which may cause damage to the surface of the car park

3. The Grantor shall not be responsible to compensate the Grantee or the Tenant as a result of the temporary obstruction of the Accessway but shall take all reasonable steps to remove any such obstructions as soon as notice is given to the Manager of the Grantor's premises or other the Grantor's appropriate employee by the Grantee the Tenant or any person entitled to use the Accessway under the terms of this Deed

4. The Grantee shall indemnify the Grantor against all damage to any part of the car park or to any person or thing caused by way of any wrongful act default or negligence of the Grantee or other users of the rights over the Accessway granted by this Deed

5. During the residue of the term of 25 years from the 25th March 1996 the Tenant shall indemnify the Grantee against all damage to any part of the car park or to any person or thing caused by any wrongful act or negligence of the Tenant or other users of the rights over the Accessway granted by this Deed

6. The Grantee will from time to time contribute a fair proportion according to use of the costs of keeping the Accessway in repair and during the residue of the term of 25 years from 25th March 1996 the Tenant will reimburse the Grantee the amount of such contribution

THE SECOND SCHEDULE

The following conditions and restrictions shall apply to the right to retain the canopy over the goods inwards door:-

1. The Grantee covenants with the Grantor and for the period of 25 years from 25th March 1996 the Tenant covenants with the Grantee:-

- (a) to keep the canopy in good repair and properly decorated
- (b) in exercising the right to carry out repairs decoration and removal to cause as little inconvenience to the Grantor as reasonably practicable and to carry out all works as quickly as ever possible and minimise any temporary obstruction to the Grantor's car park
- (c) to indemnify the Grantor against any actions costs claims losses demands or liability whatsoever arising as a result of the grant of this Licence to retain the canopy or carry out any works to it."

NOTE: Original Deed filed under DT62773.

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 (14.04.2014) PROPRIETOR: POOLE HIGH STREET 2013 LIMITED (Co. Regn. No. 8801898) care of Aspect Property Group, Jubilee House, Merrion Avenue, Stanmore, Middx HA7 4RY.
- 2 (14.04.2014) The price stated to have been paid on 25 March 2014 was £1,250,000.
- 3 (14.04.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord referred to in the Lease dated 1 May 1996 referred to in the Charges Register and of indemnity in respect thereof.
- 4 (14.04.2014) 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.
- 5 (03.07.2018) RESTRICTION: No disposition of the registered estate by

B: Proprietorship Register continued

the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 26 June 2018 in favour of Lloyds Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (04.11.1994) The land is subject to the following rights granted by a Deed dated 3 November 1975 made between (1) Provincial Building Society (Society) and (2) Coles Properties (Poole) Ltd (Company):-

"the Company as Beneficial Owner hereby grants unto the Society full right and liberty for the Society to lay down and thereafter maintain a four inch drain the site and position whereof is shown by a green line on the said plan annexed hereto at such a depth from the surface as shall be approved by the Company's Surveyor and to make maintain and repair such pipe and such connection with the drain coloured blue on the said plan at the existing inspection chamber shown thereon as may be reasonable and proper in that behalf making good nevertheless at the Society's expense all damage or disturbance which may be caused to any building or erection or to the surface of the Company's land in relation to any such installation repairs or maintenance TOGETHER WITH the right in common with the Company and all others entitled thereto to use the said drain shown coloured blue on the said plan for the passage or conveyance of water and soil from the toilets now on the Society's Premises only to the Local Authority's sewer and TOGETHER WITH the right to enter upon such parts of the Company's Premises as is hatched brown on the said plan annexed hereto for the purpose of making and repairing such connection as aforesaid but not for any other purpose whatsoever doing as little damage as possible and making compensation for all damage that may be done".

NOTE: Copy plan filed.

- 2 (03.07.2018) REGISTERED CHARGE dated 26 June 2018.
- 3 (03.07.2018) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.

End of register