### **IN THE HIGH COURT OF JUSTICE**

### KING'S BENCH DIVISION

### BETWEEN:

- (1) ALMACANTAR CENTRE POINT NOMINEE NO.1 LIMITED
- (2) ALMACANTAR CENTRE POINT NOMINEE NO.2 LIMITED

Claimants

- and -

# (1) ALEXANDER FARRELL (2) [DISCONTINUED] (3) OWEN REECE (AKA "TRIKKSTAR") (4) HARRY DAVIES

(5) PERSONS UNKNOWN ENTERING OR REMAINING ON THE ROOFS OR EXTERNAL STRUCTURES (EXCLUDING BALCONIES) OF CENTRE POINT (AS DESCRIBED IN PARAGRAPHS 2-4 OF THE PARTICULARS OF CLAIM) WITHOUT THE CLAIMANTS' PERMISSION

(6) PERSONS UNKNOWN ENTERING OR REMAINING AT CENTRE POINT (AS DESCRIBED IN PARAGRAPHS 2-4 OF THE PARTICULARS OF CLAIM) WITH THE INTENTION OF GAINING ACCESS TO THE ROOFS OR EXTERNAL STRUCTURES (EXCLUDING BALCONIES) AT CENTRE POINT WITHOUT THE CLAIMANTS' PERMISSION

**Defendants** 

### **PARTICULARS OF CLAIM**

### Introduction

- This is a claim for an injunction to prevent the Defendants from trespassing on "Centre Point", as further described below. Documents referred to in these Particulars of Claim are attached in a paginated annexe marked as "Annexure 1". Numbers in square brackets refer to the page numbers in Annexure 1.
- In these Particulars of Claim (and in this claim more generally) "Centre Point" means the land and buildings owned by the Claimants within title number NGL606392 [1-21], as further described in paragraphs 3 to 7 below. These are the latest copies

available from HM Land Registry at the time of this application.

### The Land

- The Claimants are the Registered Proprietors of Centre Point, which is freehold land registered at HM Land Registry under title number NGL606392, as shown edged red on the title plan [16].
- 4 Centre Point is a well-known London landmark, which includes one of the tallest buildings in its local area close to Tottenham Court Road station. It is divided into four parts:
  - (a) Centre Point Tower. A residential building which comprises a basement (physically shared with the basement of Centre Point House), reception area and resident amenities on the first, mezzanine and second floors and residential units from floor three upwards. There are 36 floors in total;
  - (b) Centre Point House. This building is directly opposite Centre Point Tower to the east. It houses commercial/retail units (with their own front doors) on the ground and 36 private apartments across the remaining floors. There are 8 floors in total and there is a shared entrance at ground floor level for the private apartments;
  - (c) Centre Point Link. A smaller building, physically linked to both Centre Point Tower and Centre Point House; and
  - (d) White Lion House. An affordable housing development which sits in a separate tower and comprises double-height retail premises on the ground and first floors, then seven residential floors.
- A site plan which clarifies the above is shown at [22].
- 6 Centre Point is bordered by New Oxford Street to the north, Earnshaw Street to the east, St Giles Square to the south and Charing Cross Road to the west.
- New Oxford Street and Earnshaw Street are highways maintainable at the public expense. St Giles Square is also public land. The freehold title to the neighbouring section of Charing Cross Street is registered at HM Land Registry under title number NGL903021 and is vested in Transport for London [23-31]. These are the latest copies available from HM Land Registry at the time of this application.

### The Claimants' Interests

The Claimants hold the freehold title to Centre Point and have an immediate right to possession over the roofs and external structures (except the balconies, which are for all practical purposes of this application demised and are not therefore caught by the terms of the proposed injunction) of the four buildings at Centre Point.

### **Urban Exploring**

The Defendants are so called "urban explorers" who trespass on high rise buildings and construction sites. They commonly upload photographs and/or video recordings of their exploits to the internet, which can then be viewed for entertainment by their subscribers or followers on social media.

### **Particulars of Trespass at Centre Point**

- There is no general right of access to the interior, or the external structures, of Centre Point. However, as a well-known London landmark and one of the tallest buildings in its local area, Centre Point has been the subject of multiple trespass attempts:
- On 10 April 2016, two individuals (who gave their names as Ruly Yoen and Ali Muhamed Hussain) gained unauthorised access to Centre Point by jumping over fencing and, when challenged, claimed that they intended to take photographs/videos from the top of the Centre Point Tower.
- On 31 December 2016, a number of individuals (whose names are unknown to the Claimants) succeeded in gaining unauthorised access to Centre Point Tower to watch the New Year's Eve fireworks. A video was subsequently uploaded to YouTube, which was then featured in a story by the Evening Standard.
- On 2 January 2017, two individuals (whose gave their names as Alexander James Coward, Jack Lee Gordon) gained unauthorised access to Centre Point by jumping over a fence and scaling the building of Centre Point Tower, taking photographs.
- On 8 July 2017, three individuals (whose names are unknown to the Claimants) gained unauthorised access to Centre Point by jumping over a fence, before ultimately being chased off by security.
- On 7 October 2017, two individuals (one of whom identified himself as David Wallace, the other's name is unknown to the Claimants) gained unauthorised access to Centre Point by jumping over a gate, claiming that they wanted to take photographs.
- On 21 March 2018, three individuals (whose names are unknown to the Claimants) gained unauthorised access to the site before being chased away by security.

- 10.7 On 4 January 2020, there were two separate attempts to break into Centre Point, in each case causing damage to the property. The individuals involved (whose names are unknown to the Claimants) were suspected of being urban explorers as they were in possession of cameras.
- On 7 January 2022, a group of 11 individuals (including the First Defendant to the Fourth Defendant inclusive) gained unauthorised access to Centre Point and made two attempts to reach the roof of Centre Point Tower via Centre Point House. As a result, the Police were required to attend and deployed a helicopter to thermally scan the roof to ensure no intruders remained in Centre Point.
- On 9 April 2022, four intruders gained unauthorised access to Centre Point and were able, after breaking through locked doors, to reach the roof of Centre Point Tower. They were detected on their way out of the building, but it was not possible to detain them.
- Further details of all these incidents, and in particular full details of the most recent incidents, are set out in the first witness statement of James Daniel Waite, which accompanies these Particulars of Claim.
- Where names of trespassers are known to the Claimants but those individuals are not named as Defendants, this is because the trespasses concerned took place some time ago and the individuals have not (as far as the Claimants are aware) returned and therefore the Claimants have no grounds to believe they are an imminent threat which would require them to be named as Defendants.

### The Immediate Risk

- None of the named Defendants (nor the public in general) have any rights or permission to access the roofs or external structures of Centre Point (excluding the balconies). For the reasons given by Mr Waite in his witness statement, the Claimants consider that there is an on-going, real and imminent risk that the Defendants will once again access Centre Point, or make attempts to do so, unless restrained by the Court.
- Any such attempts by the Defendants to access roofs or external structures (excluding balconies) of Centre Point will constitute a trespass for which damages will not be an adequate remedy. The Claimants' concern is that any such trespass has the potential to cause very serious, even fatal, harm to the Defendants, residents, members of the public, members of staff or those who are responsible for the safety and security of Centre Point, including the emergency services.

In addition, the Claimants consider that the Defendants' conduct, especially when broadcast on social media, will encourage others to engage in 'urban exploring', thereby increasing the likelihood of a potentially fatal accident.

### Service

- For the reasons set out by Mr Waite in his witness statement, the Claimants also seek an Order for alternative service of the proceedings and any Order on the First Defendant to Fourth Defendant inclusive. Specifically, the Claimants respectfully request that the Court permit service via:
  - (a) direct message, or, if direct message is not enabled, a public message on Facebook to Alexander.Farrell.39, [discontinued], Owen.reece.14 and Harry.Davies1042; and
  - (b) direct message, or, if direct message is not enabled, a public message on Instagram to @Alexanderfarrell1999, [discontinued], @trikkstar69, @mrowenreece, @harrydaviesldn and @harrydavies.bts.
- As regards the Fifth Defendant and Sixth Defendant, the Claimants seek an Order dispensing with service on the basis that these are not named persons capable of being served in any practical way. Nonetheless, the Claimants propose to take steps to give notice of the injunction to any potential trespassers prior to any trespass taking place as set out below.
- Should the Court be minded to grant the injunction against the Defendants (or any of them), the Claimants propose, in addition to the above methods, to serve it by posting notice of its existence at access points to Centre Point and suitable prominent locations around the exterior of the buildings at ground level. The notice will describe the general effect of the Order, indicate how copies of the proceedings may be obtained from the Claimants' solicitors, and identify a website address at which a copy of the Order may be viewed.

### AND THE CLAIMANTS CLAIM

- An injunction against the Defendants, restraining them from trespassing on Centre Point;
- 20 Costs; and
- 21 Any other relief the Court considers appropriate.

### **Statement of Truth**

I believe that the facts stated in these Particulars of Claim are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised to sign these Particulars of Claim on behalf of the Claimants.

Dated: 6 October 2022

**Akhil Markanday** 

Partner, Bryan Cave Leighton Paisner LLP

### **ANNEXURE 1**

### Annexure 1 – Index

No.	Document	Date	Page no.
1.	Land Registry Official Copies: NGL606392	2 September 2020	1 – 21
2.	Centre Point 3D Plan	Undated	22
3.	Land Registry Official Copies: NGL903021	29 April 2021	23 – 31



# Official copy of register of title

Title number NGL606392 Edition date 29.01.2020

- This official copy shows the entries in the register of title on 2 September 2020 at 15:57:01.
- 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 22 March 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

# A: Property register

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

### CAMDEN

- The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying on the East side of Charing Cross Road and on the South side of New Oxford Street and known as Centrepoint and other property on the West side of Earnshaw Street, London.
- A Licence under seal dated 20 December 1974 made between (1) The London Transport Executive and (2) Greater London Council relates to rights to construct subways street and station entrances and agreement for maintenance for 99 years from 1 April 1964 at the rent of £10.
  - NOTE: Copy Licence filed under LN206989.
- A Transfer of the land in this title dated 18 December 1987 made between (1) London Residuary Body (Transferor) and (2) Sovmots Investments Limited contains the following provision:-
  - IT IS HEREBY DECLARED that the sale shall not be deemed to include and shall not operate to convey any ways watercourses sewers drains lights liberties privileges easements rights or advantages whatsoever in through over or upon any other land or property of the Transferor adjoining or near to the property.
- 4 (05.03.2009) The title plan has been amended to show by blue tinting the extent of the sub-basement and basement lying beneath Earnshaw Street which is included in the title.
- 5 (05.03.2009) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.



- (05.03.2009) By a General Vesting Declaration No.3 dated 17 December 2008 the land edged and numbered NGL903021 in green together with part of the land edged and numbered 1 in brown on the title plan comprising part of Cross London Rail Links (Crossrail) was removed from this title. Details of the extent of the land removed are contained in the General Vesting Declaration.
  - NOTE 1: As to the part edged and numbered 1 in brown on the title plan the basement vault Transformer Chamber and any part of the Centre Point structure at first floor level and above were excluded from the removal.
  - NOTE 2: Copy General Vesting Declaration No.3 filed under NGL903021.
- 7 (23.06.2010) The land has the benefit of the rights reserved by a Transfer of the pavement and subsoil only of the part of the land edged and numbered 2 and 3 in brown on the title plan dated 17 June 2010 made between (1) Targetfellow (Centre Point) Limited and (2) London Underground Limited.
  - NOTE: Copy filed under NGL911368.
- (23.06.2010) In addition to the land edged and numbered in green on the title plan, the pavement and subsoil only of the part edged and numbered 2 and 3 in brown has been removed under title number NGL911368.
- 9 (03.05.2012) By a General Vesting Declaration dated 13 October 2011 the stratum of subsoil comprising part of the Crossrail underground railway works was removed from this title. Details of the extent of the land removed are contained in the General Vesting Declaration.
  - NOTE: Copy General Vesting Declaration filed under NGL925700.
- 10 (08.03.2017) A Deed dated 3 February 2017 made between (1) Transport For London and London Underground Limited (2) Almacantar Centre Point Nominee No. 1 Limited and Almacantar Centre Point Nominee NO 2 Limited and (3) Hatfield Philips Agency Services Limited relates to the release of rights of light or air as therein mentioned.
  - NOTE: Copy filed.
- 11 (04.09.2017) A Deed dated 3 August 2017 made between (1) Consolidated Developments Limited and (2) Almacantar Centre Point Nominee No.1 Limited and Almacantar Centre Point Nominee No.2 Limited contains provisions as to light or air and other matters.
  - NOTE: Copy filed.
- 12 (22.11.2017) A new title plan based on the latest revision of the Ordnance Survey Map 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

(02.12.2013) PROPRIETOR: ALMACANTAR CENTRE POINT NOMINEE NO.1 LIMITED (Co. Regn. No. 08695695) and ALMACANTAR CENTRE POINT NOMINEE NO.2 LIMITED (Co. Regn. No. 08695689) of 3 Quebec Mews, London W1H 7NX.

# B: Proprietorship register continued

- (11.12.2012) RESTRICTION: No Transfer of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clause 5 of a Deed dated 20 November 2012 and made between (1) Consolidated Developments Limited (2) Laurence Grant Kirschel and (3) Almacantar (Centre point) Limited have been complied with or that they do not apply to the transfer.
- 3 (02.12.2013) The price stated to have been paid on 8 November 2013 was £185,000,000.
- 4 (02.12.2013) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 5 (02.12.2013) A Transfer dated 8 November 2013 made between (1) Almacantar (Centre Point) Limited and (2) Almacantar Centre Point Nominee No.1 Limited and Almacantar Centre Point Nominee No.2 Limited contains purchaser's personal covenants.

NOTE: Copy filed.

(09.11.2017) RESTRICTION: No transfer of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of clause 5 of a Deed dated 3 August 2017 made between (1) Consolidated Developments Limited and (2) Almacantar Centre Point Nominee No.1 Limited and Almacantar Centre Point Nominee No.2 Limited have been complied with or that they do not apply to the transfer.

### C: Charges register

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

- 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.
- 2 (07.01.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the Schedule of Leases of Easements hereto.

NOTE: The heading to the Schedule should be read as if it said 'Schedule of Notices of Leasehold Easements'

(22.01.2007) An Agreement dated 22 February 2006 made between (1) Targetfollow (Centre Point) Limited (2) The Governor and Company of the Bank of Scotland and (3) The Mayor and Burgesses of the London Borough of Camden pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) and section 278 of the Highways Act 1980 contains provisions relating to the development of 31st and 32nd floors of Centre Point.

NOTE: Copy filed.

4 (22.01.2007) By a Deed dated 5 January 2007 made between (1) Targetfollow (Centre Point) Limited and (2) The Governor and Company of the Bank of Scotland and (3) The Mayor and Burgesses of the London Borough of Camden



the terms of the Agreement dated 22 February 2006 referred to above were varied.

-NOTE: Copy filed.

(08.02.2013) By a Deed dated 26 September 2012 made between (1) Almacantar (Centre Point) Limited and (2) Suresh Nanwani the terms of the lease dated 6 April 2000 of Flat 33, Centre Point House referred to in the schedule of leases hereto were varied.

NOTE 1:- The proprietor of the registered charge dated 7 April 2011 of the landlords title number NGL606392 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: Copy Deed filed under NGL785820.

(08.02.2013) By a Deed dated 22 January 2013 made between (1) Almacantar (Centre Point) Limited and (2) Edward Charles Alexander Laws the terms of the lease dated 29 January 2004 of Flat 31, Centre Point House referred to in the schedule of leases hereto were varied.

NOTE 1:- The proprietor of the registered charge dated 7 April 2011 of the landlords title number NGL606392 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar. The proprietor of the registered charge dated 30 September 2011 of the tenants title number NGL830818 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2:- Copy Deed filed under NGL830818.

7 (14.04.2014) An Agreement dated 1 April 2014 made between (1) Almacantar Centre Point Nominee No.1 Limited (2) Almacantar Centre Point Nominee No.2 Limited (3) Hatfield Philips Agency Services Limited and (4) The Mayor and Burgesses of the London Borough of Camden 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.

- 8 (24.12.2014) UNILATERAL NOTICE affecting Apartment 9, 15 St Giles, High Street in respect of a notice dated 17 December 2014 served under section 42 of the Leasehold Reform, Housing and Urban Development Act 1993 by Derek Savage pursuant to section 97(1) of that Act.
- 9 (24.12.2014) BENEFICIARY: Derek Savage care of Mathias Gentle Page Hassan LLP, Fourth Floor Premises, 247 Tottenham Court Road, London, W1T 7QX.
- (19.06.2015) UNILATERAL NOTICE affecting Apartment 28 Centre Point Tower, 101-103 New Oxford Street, London WC1A 1DD in respect of an Agreement for lease dated 11 June 2015 made between (1) Almacantar Centre Point Nominee No1 Limited and Almacantar Centre Point Nominee No2 Limited (2) Almacantar Centre Point LP acting by its General Partner Almacantar Centre Point GP Sarl and (3) Cheer Sunny Limited.
- 11 (19.06.2015) BENEFICIARY: Cheer Sunny Limited (Co. Regn. No. 2232901) care of Lee & Kan solicitors, 2F National House, 60-66 Wardour Street, London, W1F OTA.
- 12 (19.06.2015) UNILATERAL NOTICE affecting Apartment 70 Centre Point Tower, 101-103 New Oxford Street, London WC1A 1DD in respect of an Agreement for lease dated 11 June 2015 made between (1) Almacantar Centre Point Nominee No1 Limited and Almacantar Centre Point Nominee No2 Limited (2) Almacantar

- Centre Point LP acting by its General Partner Almacantar Centre Point GP Sarl and (3) Beauti-Mega Limited.
- 13 (19.06.2015) BENEFICIARY: Beauty-Mega Limited, incorporated in Hong Kong, (Co. Regn. No. 2226187) care of Lee & Kan solicitors, 2F National House, 60-66 Wardour Street, London, W1F 0TA.
- 14 (26.08.2015) UNILATERAL NOTICE affecting Apartment 25 Centre Point Tower in respect of an Agreement for Lease dated 25 August 2015.
  - NOTE: Copy plan filed.
- 15 (26.08.2015) BENEFICIARY: Shaikh Yusuf Al Nowaiser of care of Farrer & Co, 66 Lincoln's Inn Fields, London, WC2A 3LH.
- 16 (01.09.2015) UNILATERAL NOTICE affecting Apartment 26, Centre Point Tower in respect of an Agreement for Lease dated 25 August 2015
  - NOTE: Copy plan filed.
- 17 (01.09.2015) BENEFICIARY: Shaikh Yusuf Al Nowaiser of care of Farrer & Co, 66 Lincoln's Inn Fields, London, WS2A 3LH.
- 18 (01.09.2015) UNILATERAL NOTICE affecting Apartment 68 Centre Point Tower in respect of an Agreement for Lease dated 25 August 2015
  - NOTE: Copy plan filed ...
- 19 (01.09.2015) BENEFICIARY: Shaikh Yusuf Al Nowaiser of care of Farrer & Co, 66 Lincoln's Inn Fields, London, WC2A 3LH.
- 20 (01.09.2015) UNILATERAL NOTICE affecting Apartment 69 Centre Tower Point in respect of an Agreement for Lease dated 25 August 2015
  - NOTE: Copy plan filed.
- 21 (01.09.2015) BENEFICIARY: Shaikh Yusuf Al Nowaiser of care of Farrer & Co, 66 Lincoln's Inn Fields, London, WC2A 3LH.
- 22 (21.10.2015) UNILATERAL NOTICE affecting the retail Units, Centre Point in respect of an Agreement for lease dated 13 October 2015 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited as nominees for the Almacanter Centre Point LP and (2) Almacantar Centre Point Investments S.A.R.L.
  - NOTE: Copy plans filed.
- 23 (21.10.2015) BENEFICIARY: Almacantar Centre Point Investments S.A.R.L of 8-10 Avenue de La Gare, L-1610 Luxembourg.
- 24 (07.12.2015) UNILATERAL NOTICE affecting Apartment 41, Centre Point Tower in respect of an Agreement for Lease dated 2 December 2015 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited, (2) Almacantar Centre Point LP acting by its general partner Almacantar Centre Point GP Sarl and (3) Jack Christopher Cator.
  - NOTE: Copy filed.
- 25 (07.12.2015) BENEFICIARY: Jack Christopher Cator of care of Judge Sykes Frixou, 23 Kingsway, London, WC2B 6YF.



- (25.01.2016) UNILATERAL NOTICE affecting Apartment 18 Centre Point Tower in respect of an agreement for lease dated 27 May 2015 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (2)Almacantar Centre Point LP acting by its General Partner Almacantar Centre Point GP Sarl and (3) Andrew Mark Ransom and Julie Ann Ransom.
- 27 (25.01.2016) BENEFICIARY: Andrew Mark Ransom and Julie Ann Ransom of Grantchester House, Wildernesse Avenue, Sevenoaks, Kent TN15 0EA.
- 28 (25.01.2016) UNILATERAL NOTICE affecting Apartment 2 Center Tower Point in respect of an Agreement for Lease dated 7 October 2015 made between (1) Almancantar Centre Point Nominee No 1 Limited and Almancantar Centre Point Nominee No 2 Limited and (2)Almancantar Centre Point LP acting by its General Partner Almancantar Centre Point GP Sarl and (3) Exor S.A.
- 29 (25.01.2016) BENEFICIARY: Exor S.A (Incorporated in Luxembourg) of Boulevard Royal 22-24, Luxembourg L-2449.
- 30 (25.01.2016) UNILATERAL NOTICE affecting Apartment 3 Centre Point Tower in respect of an Agreement for lease dated 6 October 2015 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (2)Almacantar Centre Point LP acting by its General Partner Almacantar Centre Point GP Sarl and (3) Exor S.A.
- 31 (25.01.2016) BENEFICIARY: Exor S.A (incorporated in Luxembourg) of Boulevard Royal 22-24, Luxembourg L-2449.
- 32 (03.03.2016) UNILATERAL NOTICE affecting Unit R04, Centre Point, 101-103 New Oxford Street in respect of an Agreement for Lease dated 18 December 2015 made between (1) Almacantar Centre Point Investments SARL and (2) Eventuate Limited.
- 33 (03.03.2016) BENEFICIARY: Eventuate Limited of 5-25 Burr Road, London SW18 4SO.
- 34 (17.11.2016) UNILATERAL NOTICE affecting Unit R07, Centre Point, 101-103 New Oxford Street in respect of an Agreement for Lease dated 17 November 2016 made between (1) Almancantar Centre Point Investments S.A.R.L and(2) Black Sheep Coffee Ltd.
  - NOTE: Copy plan filed.
- 35 (17.11.2016) BENEFICIARY: Black Sheep Coffee Ltd (Co. Regn. No. 08763421) care of Wework, 1 Fore Street, London EC2Y 9DT.
- 36 (06.12.2016) UNILATERAL NOTICE affecting Units R06 and R08 Centre Point, 101-103 New Oxford Street, London WC1 1DD in respect of an Agreement for Lease dated 21 November 2016 made between (1) Almacanter Centre Point Investments S.A.R.L and (2) Pret A Manger (Europe) Limited.
- 37 (06.12.2016) BENEFICIARY: Pret A Manger (Europe) Limited (Co. Regn. No. 01854213) of 75b Verde, 10 Bressenden Place, London SW1E 5DH.
- 38 (02.02.2017) UNILATERAL NOTICE in respect of Apartment 5, Centre point, 101 -103 New Oxford Street, London in respect of an Agreement for Lease dated 10 January 2017 made between (1) Almacantar Centre Point LP (2) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (3) Richard Beattie.
- 39 (02.02.2017) BENEFICIARY: Richard Beattie of care of 66 Lincolns Inn Fields, London WC2A 3LH (Ref: LCC).

- (02.02.2017) UNILATERAL NOTICE affecting Apartment 42, Centre Point 101-103 New Oxford Street, London in respect of an Agreement for Lease dated 10 January 2017 made between (1) Almacantar Centre Point LP (2) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (3) Richard Beattie.
- 41 (02.02.2017) BENEFICIARY: Richard Beattie of care of 66 Lincolns Inn Fields, London WC2A 3LH (Ref: LCC).
- 42 (02.03.2017) UNILATERAL NOTICE affecting Unit R09 Centre Point, 101 103
  New Oxford Street, London WC1 1DD in respect of an Agreement for Lease
  dated 22 February 2017 made between (1) Almacantar Centre Point Investments
  S.A.R.L and (2) Godiva UK Limited.
- 43 (02.03.2017) BENEFICIARY: Godiva UK Limited of Berger House, 36-38 Berkeley Square, Mayfair, London W1J 5AE.
- 44 (07.03.2017) UNILATERAL NOTICE affecting Apartment 20, Centre Point Tower, 101-103 New Oxford Street, London WC1A 1DD in respect of an Agreement for lease dated 3 March 2017 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (2) Almacantar Centre Point LP acting by its general partner Almacantar Centre Point GP Sarl and (3) Huixin Tian.
- 45 (07.03.2017) BENEFICIARY: Huixin Tian care of Lu Oliphant Solicitors LLP, The Euston Office, One Euston Square, 40 Melton Street, London NW1 2FD (DX 2106 Euston, Ref: C5497-T-RCV).
- (15.03.2017) UNILATERAL NOTICE affecting Apartment 80, Centre Point Tower, 101-103 New Oxford Street, London WC1A 1DD in respect of an Agreement for lease dated 28 February 2017 made between (1) Almacantar Centre Point Nominee No 1 Limited and Alamacantar Centre Point Nominee No 2 Limited (2) Almacantar Centre Point Lp acting by its general partner Almacantar Centre Point GP Sarl and (3) Rudainah Almutawa and others.
- 47 (15.03.2017) BENEFICIARY: Rudainah Almutawa, Farah Jamal Ali Abdulla Alsuwaidi and Jamal Ali Abdulla Sanad Alsuwaidi care of Seddons, 5 Portman Square, London W1H 6NT, DX9061 West End (Ref: GXE/AL009.006).
- 48 (15.11.2017) UNILATERAL NOTICE affecting Apartment 14, Centre Point Tower, 101-103 New Oxford Street, London, WClA 1DB in respect of a Contract for Sale dated 7 October 2015 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (2) Almacantar Centre Point LP acting by its General Partner Almacantar Centre Point GP Sarl and (3) EXOR S.A. varied by a Deed of Assingment dated 28 June 2016 made between (1) EXOR S.A. and (2) Partner Reinsurance Europe SE.
- 49 (15.11.2017) BENEFICIARY: Partner Reinsurance Europe SE (Incorporated in Dublin, Ireland)(Co Regn No 395190) of 5th Floor, Block 1, The Oval, 160 Shelbourne Road, Dublin 4, Ireland.
- (15.11.2017) UNILATERAL NOTICE affecting Apartment 71 Centre Point Tower, 101-103 New Oxford Street, London WC1A 1DB in respect of a contract dated 7 October 2015 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited (2) Almacantar Centre Point LP acting by its General Partner Almacantar Centre Point GP Sarl and (3) EXOR S.A and varied by a Deed of Assignment dated 28 June 2016 made between (1) EXOR S.A and (2) Partner Reinsurance Europe SE.
- 51 (15.11.2017) BENEFICIARY: Partner Reinsurance Europe SE of 5th Floor, Block 1, The Oval, 160 Shelbourne Road, Dublin 4, Ireland.



- 52 (20.11.2017) The lease of South Transformer Chamber dated 15 November 2017 made between (1) Almacantar Centre Point Nominee No.1 Limited and Almacantar Centre Point Nominee No.2 Limited and (2) London Power Networks plc referred to in the schedule of leases hereto contains restrictive covenants by the landlord.
- 53 (22.01.2018) The parts of the land thereby affected are subject to the rights granted by a Lease of a transformer chamber dated 3 January 2018 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

NOTE: Copy lease filed under NGL976449.

(27.07.2018) By a Deed dated 28 February 2018 made between (1) Almacantar Centre Point Nominee No.1 Limited and Almacantar Centre Point Nominee No. 2 Limited and (2) Almacantar Centre Point Investments S.A.R.L the terms of the lease dated 10 November 2017 referred to in the schedule of leases hereto were varied.

NOTE: - Copy Deed filed under NGL974796.

- (09.08.2018) UNILATERAL NOTICE affecting Apartment 19, Centre Point Tower, 101-103 New Oxford Street, London WC1A 1DB in respect of an Agreement for lease dated 9 August 2018 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (2) Almacantar Centre Point LP acting by its General Partner Almancantar Centre Point GP Sarl and (3) WHLDM Trustee Limited.
- 56 (09.08.2018) BENEFICIARY: WHLDM Trustee Limited (Co.Regn.No.6972014) of care of J H Powell & CO, Cathedral Chambers, Amen Alley, Derby DE1 3GT.
- (29.01.2020) By a Deed dated 14 November 2019 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (2) Chor Cheong Colin Lo and Oi Lai Alice Tung the terms of the lease dated 14 November 2019 of Apartment 59, Centre Point Tower referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under BB2383.

(05.06.2020) UNILATERAL NOTICE affecting apartment 58 Centre Point Tower in respect of an Agreement for lease dated 5 June 2020 made between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited (2) Almacantar Centre Point LP and acting by its General Partner Almacantar Centre point GP Sarl and 3) Graceful Rich Limited.

NOTE: Copy plan filed.

- 59 (05.06.2020) BENEFICIARY: Graceful Rich Limited (incorporated in Hong Kong) care of Riseam Sharples, 2 Tower Street, London WC2H 9NP.
- (30.07.2020) UNILATERAL NOTICE affecting Apartment 23 Centre Point Tower in respect of an agreement for lease dated 22 July 2020 made between (1) Almacantar Centre Point Nominee No.1 Limited and Almacantar Centre Point Nominee No.2 Limited (2) Almacantar Centre Point LP acting by its general partner Macantar Centre Point GP sarl and (3) Ziying Zou.
- 61 (30.07.2020) BENEFICIARY: Ziying Zou of care of Kingsley Napley LLP of Knights Quarter, 1 St Johns Lane, Farringdon, London EC1M 4AJ (ref: TYL/54519.6).

- (03.08.2020) UNILATERAL NOTICE affecting Apartment 67, Centre Point Tower, 101-103 New Oxford Street, London WC1A 1DB in respect of an Agreement for lease dated 22 April 2020 between (1) Almacantar Centre Point Nominee No 1 Limited and Almacantar Centre Point Nominee No 2 Limited and (2) Almacantar Centre Point LP acting by its general partner Almacantar Centre Point GP SARL and (3) Cheng Siu Yin.
- 63 (03.08.2020) BENEFICIARY: Cheng Siu Yin of care of Forsters LLP 31 Hill Street London WlJ 5LS.
- (04.08.2020) By a Deed dated 31 July 2020 made between (1) Almacantar Centre Point Nominee No. 1 Limited and Almacantar Centre Point Nominee No. 2 Limited and (2) Almacantar Centre Point Investments S.A.R.L the terms of the lease dated 10 November 2017 referred to in the schedule of leases hereto were varied.

Date of lease

Lessee's title

NOTE: Copy Deed filed.

### Schedule of notices of leases

Registration date Property description

	and plan ref.		and term	
1	28.10.1988 1 (part of)	12 Centre Point House (Third and Fourth Floor Flat)	10.10.1988 From 10.10.1988 to 24.3.2023	NGL625675
2		33 Centre Point House (Seventh and Eighth Floor Flat) se was made under the provision eform, Housing and Urban Develo	to 24.3.2113 ns of section 56	NGL785820 or 93(4) of
	NOTE 2: See ent: dated 26 Septemb	ry in the Charges Register rela per 2012.	ating to a Deed	of variation
3	<pre>1 (part of) NOTE: The lease</pre>	29 Centre Point House (Seventh and Eighth Floor Flat) was made under the provisions m, Housing and Urban Developmen	to 24.3.2113 of section 56 o	NGL785880 r 93(4) of the
4		5 Centre Point House (Third and Fourth Floor Flat) From 11.3.2002 was made under the provisions	to 24.3.2113 of section 56 o	NGL812935 r 93(4) of the
	Leasehold Reform	m, Housing and Urban Developmen	nt Act 1993	
5	12.04.2002 1 (part of)	18 Centre Point House (Fifth and Sixth Floor Flat)	27.03.2002 From 27.3.2002 to 24.3.2113	NGL808571
		was made under the provisions m, Housing and Urban Developme		r 93(4) of the
6	12.04.2002 1 (part of)	19 Centre Point House (Fifth and Sixth Floor Flat)	26.03.2002 From 26.3.2002 to 24.3.2113	NGL808573
		was made under the provisions m, Housing and Urban Developme		r 93(4) of the

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
7	12.04.2002 1 (part of)	22 Centre Point House (Fifth and Sixth Floor Flat)	26.03.2002 From 26.3.2002 to 24.3.2113	NGL808575
	NOTE: The lease Leasehold Refor	was made under the provisions m, Housing and Urban Developme	of section 56 o	r 93(4) of the
8	19.04.2002 1 (part of)	35 Centre Point House (Seventh and Eighth Floor Flat)	25.03.2002 From 25.3.2002 to 24.3.2113	NGL808796
	NOTE: The lease Leasehold Refor	was made under the provisions m, Housing and Urban Developme	of section 56 o	r 93(4) of the
9	01.11.2002 1 (part of)	11 Centre Point House (Third and Fourth Floor Flat)	30.08.2002 From 30.8.2002 to 24.3.2113	NGL815026
10	04.12.2002 1 (part of)	34 Centre Point House (Seventh and Eighth Floor Flat)	12.11.2002 From 12.11.2002 to 24.3.2113	NGL816169
11	17.01.2002 1 (part of)	17 Centre Point House (Fifth and Sixth Floor Flat)	13.11.2002 From 13.11.2002 to 24.3.2113	NGL817461
12	25.02.2003 1 (part of)	16 Centre Point House (Fifth and Sixth Floor Flat)	10.12.2002 From 10.12.2002 to 24.3.2113	NGL818947
13	14.05.2003 1 (part of)	1 Centre Point House (Third and Fourth Floor Flat)	28.04.2003 From 28.4.2003 to 24.3.2113	NGL821510
14	14.05.2003 1 (part of)	14 Centre Point House (Fifth and Sixth Floor Flat)	28.04.2003 From 28.4.2003 to 24.3.2113	NGL821518
15	14.05.2003 1 (part of)	30 Centre Point House, (Seventh and Eighth Floor Flat)	28.04.2003 From 28.4.2003 to 24.3.2113	NGL821519
16	14.05.2003 1 (part of)	26 Centre Point House (Seventh and Eighth Floor Flat)	28.04.2003 From 28.4.2003 to 24.3.2113	NGL821520
17	18.02.2004 1 (part of)	31 Centre Point House (Seventh and Eight Floor Flat)	29.01.2004 From 29.1.2004 to 24.3.2113	NGL830818
	NOTE: See entry dated 22 January	in the Charges Register relat.		variation
18	23.06.2004 1 (part of)	23 Centre Point House (Fifth and Sixth Floor Flat)	10.03.2004 From 10.3.2004 to 24.3.2113	NGL835632
19	17.08.2004 1 (Part of)	24 Centre Point House (Fifth and Sixth Floor Flat)	02.08.2004 From 2.8.2004 to 24.3.2113	NGL837805

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
20	25.08.2004 1 (part of)	10 Centre Point House (Third and Fourth Floor Flat)	23.07.2004 From 23.7.2004 to 24.3.2113	NGL838139
21	22.11.2004 1 (Part of)	2 Centre Point House (Third and Fourth Floor Flat)	02.11.2004 From 2.11.2004 to 24.3.2113	NGL841832
22	22.11.2004 1 (Part of)	7 Centre Point House (Third and Fourth Floor Flat)	02.11.2004 From 2.11.2004 to 24.3.2113	NGL841845
23	22.11.2004 1 (Part of)	15 Centre Point House (Fifth and Sixth Floor Flat)	02.11.2004 From 2.11.2004 to 24.3.2113	NGL841847
24	08.02.2006	28 Centre Point House (Seventh and Eighth Floor Flat)	25.10.2005 From 25.10.2005 to 24.3.2113	NGL858781
25	25.09.2015 1 (part of)	Apartment 9, Centre Point House	18.09.2015 124 years and 144 days from 10/10/1988	NGL954305
	NOTE: The lease Leasehold Refor	was made under the provisions m, Housing and Urban Developme	of section 56 o	r 93(4) of the
26	25.09.2015 1 (part of)	8 Centre Point House (Third and Fourth Floor Flat)	18.09.2015 124 years and 144 days from 10.10.1988	NGL954304
	NOTE: The lease Leasehold Reform	was made under the provisions m, Housing and Urban Developme	of section 56 o	r 93(4) of the
27	20.11.2017 1 (part of)	South Transformer Chamber (Basement Level)	15.11.2017 99 years from 15.11.2017	NGL974661
	NOTE: See entry covenants	in the Charges Register relat	ing to landlords	restrictive
28	22.11.2017 1 (part of)	10 to 14 (inclusive) St. Giles Square, 97 and 99 New Oxford Street, 16 St Giles High Street and 7 Earnshaw Street	10.11.2017 999 years from and including 10.11. 2017	NGL974796
	NOTE 1: See ent dated 28 Februa	ry in the Charges Register rel	ating to a Deed	of Variation
	NOTE 2: See entanted 31 July 2	ry in the Charges Register rel 020	ating to a Deed	of Variation
29	18.12.2017 Edged and numbered 2 in blue on Supplementary Plan No. 2	Apartment 18 (Seventeenth floor)	30.11.2017 999 years from and including 1.1. 2017	NGL975578

Scr		Property description	Date of lease and term	Lessee's title
30	19.12.2017 Edged and numbered 3 and 4 in blue (part of)	Apartment 6 and 43 Centre Point Tower (28th floor)	05.12.2017 999 years from and including 1.7.2017	NGL975609
31	21.12.2017 edged and numbered 3 (part of)	Apartment 41, Centre Point Tower (thirtieth second floor)	13.12.2017 999 years from 1 July 2017	NGL975684
32	04.01.2018 Numbered 1 in blue (part of)	White Lion House, 15 St Giles Street (Basement, Ground Floor, Ground Floor Mezzanine, First to Ninth Floors)	17.11.2017 125 years from and including 1 July 2017	NGL975915
33	15.01.2018 Edged and numbered 2 in blue	Apartment 20 Centre Point (fifteeth floor)	09.01.2018 999 years from 1 July 2017	NGL976232
34	17.01.2018 Edged and numbered 2 in blue (part of)	Apartment 5 Centre Point (twenty-ninth floor)	05.01.2018 999 years from 1 July 2017	NGL976313
35	17.01.2018 Edged and numbered 3 in blue (part of)	Apartment 42 Centre Point Tower (twenty-ninth floor)	05.01.2018 999 years from 1 July 2017	NGL976314
36	22.01.2018 Edged and numbered 4 in brown NOTE: See entry	transformer chamber in the Charges Register relat	03.01.2018 99 years from 3.1.2018 ing to the right	NGL976449
	this lease.		<b>3</b>	, ,
37	22.01.2018 Edged and numbered 5 in blue (part of)	Apartment 28, Centre Point Tower (ninth floor	10.01.2018 999 years from 1 July 2017	NGL976451
38	30.01.2018 edged and numbered 5 in blue (part of)	Apartment 2, Centre Point Tower (thirty second floor)	10.11.2017 999 years from and including 1 July 2017	NGL976659
39	30.01.2018 Edged and numbered 5 in blue (part of)	Apartment 3, Centre Point Tower (thirty first floor)	10.11.2017 999 years from and including 1 July 2017	NGL976661
40	30.01.2018 Edged and numbered 4 in blue (part of)	Apartment 14, Centre Point Tower (twenty first floor)	22.12.2017 999 years from and including 1 July 2017	NGL976662

001	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
41	30.01.2018 Edged and numbered 6 in blue (part of)	Apartment 71, Centre Point Tower (ninth floor)	22.12.2017 999 years from 1 July 2017	NGL976663
42	22.02.2018 Edged and numbered 7 in blue (part of)	Apartment 70, Centre Point Tower (ninth floor)	13.02.2018 999 years from 1 July 2017	NGL977307
43	07.03.2018 Edged and numbered 7 in blue (part of)	Apartment 68, Centre Point Tower (Tenth Floor)	13.02.2018 999 years from 1 July 2017	NGL977636
44	07.03.2018 Edged and numbered 6 in blue (part of)	Apartment 69, Centre Point Tower (Tenth Floor)	13.02.2018 999 years from 1 July 2017	NGL977637
45	13.02.2018 Edged and numbered 5 in blue (part of)	Apartment 26 (Tenth floor)	13.02.2018 999 years from 1 July 2017	NGL977640
46	07.03.2018 Edged and numbered 11 in blue (part of)	Apartment 25 (Tenth Floor)	13.02.2018 999 years from 1 July 2017	NGL977641
47	22.03.2018 edged and numbered 8 in blue (part of)	Apartment 57, Centre Point Tower 101-103 (16th floor)	06.03.2018 999 years from 1 July 2017	NGL978059
48	26.03.2018 edged and numbered 7 in blue (part of)	Apartment 78	12.03.2018 999 years from 01/07/2017	NGL978137
49	30.01.2018 edged and numbered 8 in blue (part of)	Apartment 55 Centre Point Tower (17th Floor)	30.01.2018 999 years from 1 July 2017	NGL978480
50	11.04.2018 edged and numbered 10 in blue	apartment 54 (17th Floor)	12.02.2018 999 years from 1 July 2017	NGL978483
51	11.04.2018 edged and numbered 11 in blue	Apartment 27 (ninth floor)	13.02.2018 999 years from 1 July 2017	NGL978484
52	11.04.2018 Edged and numbered 7 in blue (part of)	Apartment 76, Centre Point Tower 101-103 (sixth floor)	23.02.2018 999 years from 1 July 2017	NGL978485

301		Property description	Date of lease and term	Lessee's title
53	12.04.2018 Edged and numbered 11 in blue (part of)	Apartment 33, Centre Tower Point	23.03.2018 999 years from 1 July 2017	NGL978506
54	12.04.2018 edged and numbered 7 in blue (part of)	Apartment 74, Centre Tower Point (7th floor)	23.02.2018 999 years from 1 July 2017	NGL978513
55	18.04.2018 edged and numbered 3 in blue (part of)	Apartment 53, (18th Floor)	18.04.2018 999 years from 01/07/2017	NGL978671
56	19.04.2018 edged and numbered 8 in blue (part of)	Apartment 63, Centre Point tower (13th floor)	12.04.2018 999 years from 1 July 2017	NGL978713
57	19.04.2018 edged and numbered 8 in blue (part of)	Apartment 65 Centre Tower Point (12th floor)	12.04.2018 999 years from 1 July 2017	NGL978725
58	10.05.2018 Edged and numbered 7 in blue (part of)	Apartment 80 Centre Point Tower (4th floor)	10.04.2018 999 years from and including 1 July 2017	NGL979246
59	16.07.2018 Edged and numbered 11 in blue (part of)	Apartment 29 Centre Point Tower Point (eighth floor)	06.02.2018 999 years from 1 July 2017	NGL980664
60	16.07.2018	Apartment 61, Centre Point Tower 101-103 (14th floor)	03.01.2018 999 years from 1 July 2017	NGL980665
61	16.07.2018 Edged and numbered 6 in blue (part of )	Apartment 73, Centre Tower Point (eighth floor)	04.07.2018 999 years from 1 July 2017	NGL980666
62	16.07.2018 Edged and numbered 7 in blue (part of)	Apartment 72 Centre Tower Point (eighth floor)	06.02.2018 999 years from 1 July 2017	NGL980667
63	16.07.2018 Edged and numbered 10 in blue (part of)	Apartment 60, Centre Point Tower (fourteenth floor)	02.01.2018 999 years from 1 July 2017	NGL980668
64	16.07.2018 Edged and numbered 5 in blue (part of)	Apartment 30, Centre Tower Point (eighth floor)	04.01.2018 999 years from 1 July 2017	NGL980669

001		Property description	Date of lease and term	Lessee's title
65	19.10.2018 Edged and numbered 2 in blue (part of)	Apartment 21, Centre Point Tower (Fourteenth Floor)	16.10.2018 999 years from 1 July 2017	NGL982762
66	07.11.2018 Edged and numbered 2 in blue (part of)	Apartment 19 Centre Point Tower (Sixteenth Floor)	08.10.2018 999 years from 1 July 2017	NGL983100
67	18.11.2019 Edged and numbered 8 in blue (part of)	Apartment 59, Centre Point Tower (fifteenth floor)	14.11.2019 999 years from and including 1 July 2017	BB2383
	NOTE: See entry dated 14 November	in the Charges Register relat er 2019	ing to a Deed of	Variation

# End of register

HM Land Registry Official copy of title plan

Title number NGL606392
Ordnance Survey map reference TQ2981SE
Scale 1:1250



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This official copy issued on 22 March 2022 shows the state of this title plan on 2 September 2020 at 15:57:01. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by HM Land Registry, Durham Office.



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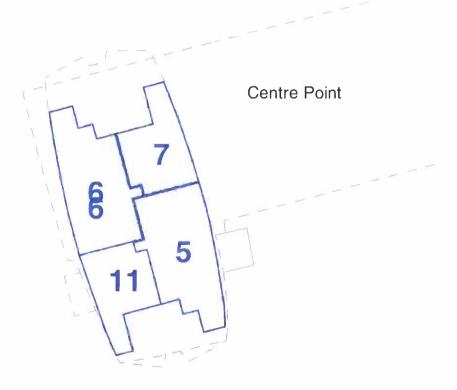
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Supplementary plan no.1.

TCBs





**Centre Point Tower - Levels 3-10** 



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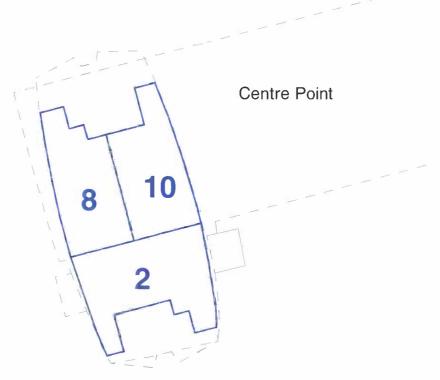
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Supplementary plan no.2.

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**Centre Point Tower - Levels 11-17** 



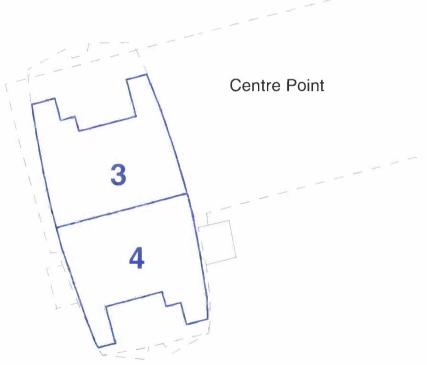
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**Centre Point Tower - Levels 18-30** 



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Administrative area **Camden** 



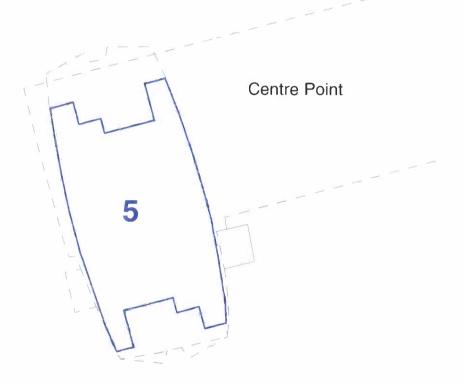
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Supplementary plan no.4.

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**Centre Point Tower - Levels 31-33** 



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Supplementary plan no.5.

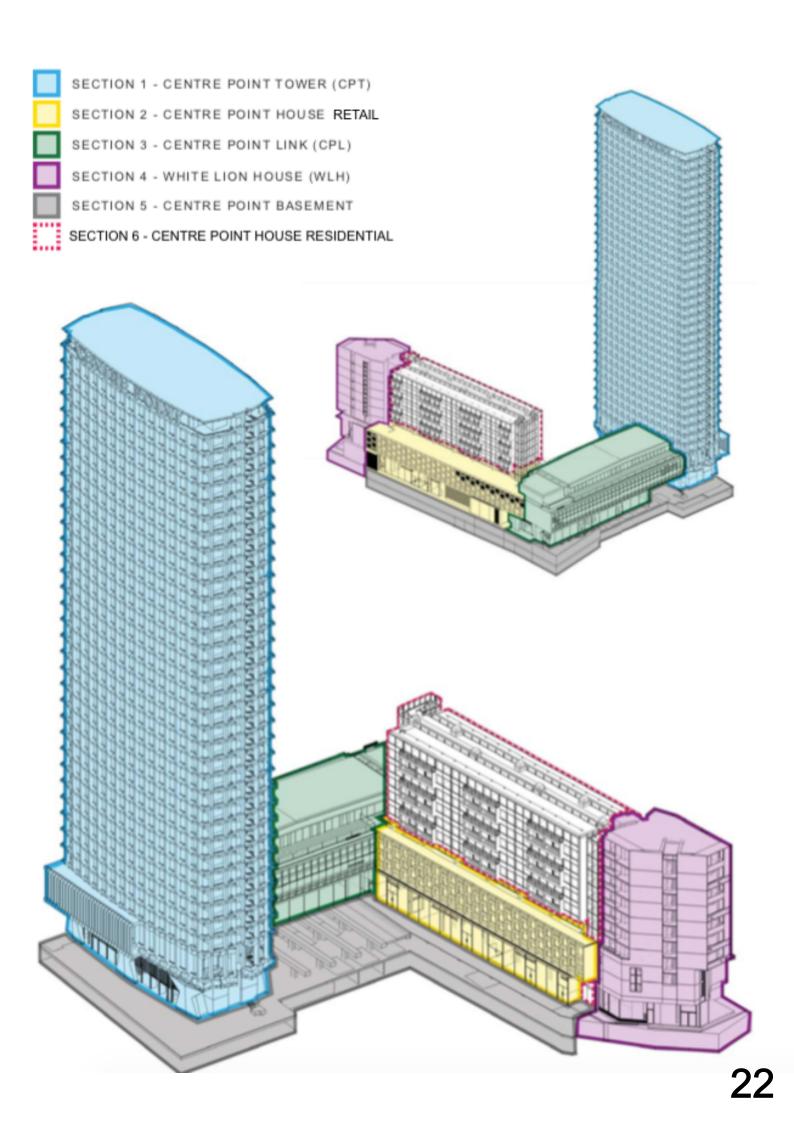
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Centre Point

**Centre Point Tower - Level 34** 







# Official copy of register of title

Title number NGL903021 Edition date 03.12.2019

- This official copy shows the entries in the register of title on 29 April 2021 at 13:51:58.
- 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 22 March 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title, see www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

### A: Property register

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

### CITY OF WESTMINSTER CAMDEN

- The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Crossrail Tunnel and Station at Tottenham Court Road Station, Oxford Street, London.
  - NOTE 1: As to the parts tinted yellow and tinted pink on the title plan the sub-surface station box comprising the London Underground Station registered under title number NGL899357 is excluded from the title.
  - NOTE 2: As to the part tinted blue on the title plan the basement vault Transformer Chamber registered under title number NGL865647 and any part of the Centre Point structure at first floor level and above is excluded from the title.
  - NOTE 3: The registration excludes the easement or right in such parts of the subsoil space as are occupied by or required for the underground railway and works ancillary thereto, which was granted in perpetuity by various deeds and registered under the title numbers set out below.
    - 417851, LN23544, LN20080, 435780, 435781, 435782, 187117, 451622.
  - NOTE 4: The northern half of the wall between points A and B in blue on the title plan is excluded from the title.
  - NOTE 5: The land tinted green on the title plan is not included in the title.
- (05.03.2009) As to the parts edged and numbered in blue referred to in column 1 below, the title comprises only the stratum of the sub-soil beneath each of the parts edged and numbered in blue on the title plan, the upper and lower extremities of which are above or below Ordnance Datum



Newlyn as set out below.

newlyn as see out	borow.		
Edged and numbered in blue	Upper extremity above (+) or below (-) Ordnance Datum Newlyn (in metres)	Lower extremity above (+) or below (-) Ordnance Datum Newlyn (in metres)	Plot Number on GVD
1	+11.0	-3.6	1
2	+12.7	-3.6	2
3	+14.8	-4.1	3
4	+15.2	-3.6	4
5	+15.2	-3.6	5
6	+15.2	-4.1	6
7	+15.2	-4.1	7
8	+15.2	-1.1	8
9	+15.2	-1.1	9
10	+15.2	-1.1	10
11	+15.2	-4.2	11
12	+15.1	-4.8	12
13	+15.2	-4.8	13
14	+15.2	-1.1	14
15	+11.4	-2.6	14a
16	+15.2	-1.1	15
17	+11.4	-2.6	15a
18	+15.2	-1.1	16
19	+14.8	-1.1	17
20	+15.1	-0.6	28
21	+14.7	-10.9	40
22	+13.9	-9.0	41
23	+14.7	-10.9	42
24	+10.9	-4.3	43
25	+10.9	-4.3	44
26a	+12.8	-14.2	45
26b	+12.8	-14.2	45

24

27	+11.7	-14.2	46
28	+9.4	-6.6	47
29	+10.9	-4.3	48
30	+10.9	-4.3	49
31	+10.9	-4.3	50

The Transfer dated 6 July 1922 referred to in the Charges Register contains the following provision:-

"Provided that the Purchaser its successors and assigns shall not be virtue of this transfer be deemed to have acquired or become entitled by any length of enjoyment prescription or by any other means whatsoever in respect of the premises hereby transferred to any right to air light or other easement from or over or affecting any land belonging to the Company adjoining or neighbouring the land transferred and the Company as the owner of the said land and premises Nod 26 and 27 on the said plan reserves the right to build or erect buildings to any height as they shall think proper upon such land or any part thereof NOD 26 and 27 on the said plan."

NOTE: - The land and premises numbered 26 and 27 on the plan referred to above has been tinted mauve on the title plan.

A Licence under seal dated 20 December 1974 made between (1) The London Transport Executive and (2) Greater London Council relates to rights to construct subways street and station entrances and agreement for maintenance for 99 years from 1 April 1964 at the rent of £10.

NOTE: Copy Licence filed under LN206989.

The land edged and numbered 4 in brown has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer dated 28 September 1984 made between (1) Barclays Bank PLC and (2) Lakshmi Narian Khurana and Kishan Kumar Shah:-

Together with the rights set out in the First Schedule hereto

(1) The rights set out in the Second Schedule hereto are reserved in favour of the Vendor's retained property known as 3-5 Oxford Street, London, W1 ("The Retained Land")

### THE FIRST SCHEDULE

- 1. Subject to the Vendor being satisfied that any damage caused to the retained land arising from the exercise of the following right will be made good immediately to the Vendor's reasonable satisfaction a right to enter the Retained Land (as defined in Clause 1 hereof) for the purpose of maintaining and repairing any buildings from time to time on the property.
- 2. A right in case of fire or other emergency to escape through the Retained Land following such route as the Vendor may from time to time reasonably require Provided that any such routes shall at all times provide full and sufficient means of escape to comply with any statutory requirements for emergency escape in respect of the property.

THE SECOND SCHEDULE

THE RIGHTS RESERVED FOR THE BENEFIT OF THE VENDOR'S RETAINED LAND



- 1. All subsisting rights to light air drainage and running of water and soil in over and under the property and the free and uninterrupted passage and use of all such gas and water pipes electric mains wires and appliances watercourses and other conducting media as now pass or run into through along under over or about the property or any part thereof.
- 2. The right at any time during the period of 80 years from the date hereof to erect rebuild or alter any erection on the Retained Land to any extent and in any manner it may think fit notwithstanding that the building or erection so erected rebuilt or offered may obstruct or interfere with the access of light or air to the property or any part thereof or any building for the time being thereon and the Purchaser shall not claim or be entitled to any compensation for any such obstruction or interference as aforesaid caused by building works or otherwise.
- 3. A right of access for the Vendor and all persons duly authorised by it to enter on the property for the purpose of maintaining and repairing any buildings from time to time on the Retained Land the persons exercising such right forthwith making good to the reasonable satisfaction of the Transferee any damage caused to the property arising from the exercise of such right.
- 4. A right for the Vendor and all persons authorised by it in case of fire or other emergencies to escape to street level over the external platform at the rear of the property through the rear window at fourth floor level and down the internal staircase of the property adjoining the wall separating the property from the Retained Land.
- 6 (05.03.2009) The land edged and numbered 3 in brown on the title plan has the benefit of the following rights granted by but is subject to the following exceptions and reservations contained in a Transfer thereof dated 4 June 1985 made between (1) The Prudential Assurance Company Limited and (2) J.Ferguson Estates Limited:-
  - "EXCEPT AND RESERVING unto the Vendor to the benefit of its adjoining properties known as Numbers 17 Oxford Street and 25-27 Oxford Street London W1 ("the adjoining properties") the free passage and running of water and soil gas and electricity and other services through the drains sewers watercourses pipes wires or cables or similar apparatus constructed or laid under the property hereby transferred but TOGETHER WITH the right to the free passage and running of water and soil gas and electricity and other services through the drains sewers watercourses pipes wires or cables or similar apparatus constructed or laid under or upon the adjoining properties."
- 7 (05.03.2009) The Transfer dated 4 June 1985 referred to above contains the following provision:-
  - "IT IS HEREBY AGREED AND DECLARED that the walls separating the property hereby transferred from the adjoining properties shall be deemed to be party walls and the rights and liabilities in respect thereof shall be in accordance with Section 38(1) of the Law of Property Act 1925."
- 8 (06.09.2017) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 9 (02.11.2017) A Deed dated 16 October 2017 made between (1) Transport For London And London Underground Limited and (2) CLOF Jersey Nominee A Limited

and CLOF Jersey Nominee B Limited contains a provision as to light or air.

NOTE:-Copy filed under NGL393442.

10 (08.11.2017) A Deed dated 9 October 2017 made between (1) Transport For London And London Underground Limited (2) Maplestone Limited and (3) ING Bank N.V. London Branch contains a provision as to light or air.

NOTE:-Copy filed under 248536.

11 (09.11.2017) A Deed of Release of Rights of Light and Air dated 3 August 2017 made between (1) Transport For London and London Underground Limited (2) Consolidated Developments Limited and (3) Derwent Valley Central Limited contains provisions as to light or air.

NOTE:-Copy filed under 273129

12 (05.03.2018) A Reciprocal Deed of Release dated 5 February 2018 made between (1) Transport for London and London Underground Limited and (2) Famous Awards Limited contains a provision as to light or air.

NOTE: Copy filed under NGL393442.

13 (19.11.2018) A Deed dated 25 October 2018 made between (1) Transport For London And London Underground Limited (2) Westminster Roman Catholic Diocese Trustee and (3) Derwent Valley Central Limited contains a provision as to light or air.

NOTE: Copy filed under NGL393442.

14 (26.06.2019) A Deed dated 19 June 2019 made between (1) Transport For London and London Underground Limited and (2) King Sloane Properties Limited contains a provision as to light or air.

NOTE: Copy filed under NGL393442.

### 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

PROPRIETOR: TRANSPORT FOR LONDON of 5 Endeavour Square, London E20 1JN and care of The Property Asset Register Manager, Transport for London, 7th Floor, Yellow Zone, 197 Blackfriars Road, London SE1 8NJ and of PAR@tfl.gov.uk.

### C: Charges register

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

(05.03.2009) The land tinted brown and tinted yellow on the title plan became vested in The Secretary of State for Transport by a general vesting declaration dated 17 December 2008 executed pursuant to the provisions of the Compulsory Purchase (Vesting Declarations) Act 1981 and no documents of the earlier title have been produced to Land Registry. The said land is accordingly subject to such restrictive covenants and easements as may have

been imposed thereon prior to the date of vesting and are still subsisting and enforceable.

2 A Transfer of the land edged and numbered 1 in brown dated 6 July 1922 made between (1) Crosse and Blackwell (Manufacturing Company) Limited (Company) and (2) Soho Estate Company Limited (Purchaser) contains the following

"The Purchaser for itself its successors and assigns hereby covenants with the Company its successors and assigns that the Purchaser its successors and assigns will not hereafter erect on the land hereby transferred or any part thereof abutting on Sutton Place any building at a greater height than that of the existing buildings thereon."

A Transfer of the land edged and numbered 6 in brown on the title plan dated 6 July 1922 made between (1) Crosse and Blackwell (Manufacturing Company) Limited (Company) (2) Soho Estate Company Limited (Purchaser) contains the following exception reservation and restrictive covenants:-

"THE Purchaser its successors and assigns shall not by virtue of this Transfer be deemed to have acquired or become entitled by length of enjoyment prescription or by any other means whatsoever in respect of the premises hereby transferred to any right to air light or other easement from or over or affecting any land belonging to the Company adjoining or neighbouring the land transferred AND the Company as the Owner of the said land and premises numbered 25 on the said plan reserves the right to build and shall be at liberty to build or erect buildings to any height as it shall think proper upon such land or any part thereof number 25 on the said plan AND the Purchaser for itself its successors and assigns hereby covenants with the Company its successors and assigns that the Purchaser its successors and assigns will not hereafter erect on the land hereby transferred or any part thereof abutting on Sutton Place any buildings at a greater height than that of the said existing buildings thereon."

The land edged and numbered 7 in brown on the title plan is subject to the rights granted by a Deed dated 12 May 1933 made between (1) The London County Council and (2) The London Electric Railway Company.

NOTE: Copy filed under NGL633007.

5 The land edged and numbered 7 in brown on the title plan is subject to the rights granted by a Deed dated 12 May 1933 made between (1) The London County Council and (2) The London Electric Railway Company.

NOTE: Copy filed under NGL633007.

A Transfer of the land edged and numbered 5 in brown on the title plan and the part of the land edged and numbered 8 in brown on the title plan comprising the rooms over Falconberg Court, dated 5 April 1967 made between (1) Hope & Anchor Breweries Limited and (2) Kaye (Coffee Bars) Limited contains the following covenants:-

"The Transferees HEREBY COVENANT with the Transferors (for the benefit of the Transferors' neighbouring property) that no part of the property hereby transferred and no building erected or hereafter to be erected thereon shall at any time hereafter be used as licensed premises or as a club or for the sale, manufacture, bottlery or storage of intoxicating liquor or for any purpose in connection therewith or ancillary thereto PROVIDED ALWAYS that application may be made upon prior notification to the Vendors or the owners for the time being of "The Black Horse", 6 Rathbone Place, London, W.1., for a restaurant liquor licence as defined by Section 94(1) of the Licensing Act 1964 PROVIDED FURTHER that if consent is granted as

aforesaid for such a licence the Transferees or their successors in title may not sell any beers, wines and spirits and other intoxicating liquor which have not been supplied by the Transferors or its associated companies or any person, firm or company whom they may from time to time nominate and it is hereby acknowledged that all such beers, wines and other intoxicating liquor shall be supplied and invoiced to the Transferees and their successors in title at normal free trade prices for the time being prevailing in the district."

7 (05.03.2009) The land is subject to any interests of various parties as excepted by a General Vesting Declaration No.1 dated 17 December 2008.

NOTE: Copy Deed Filed.

(05.03.2009) The land is subject to any interests of various parties as excepted by a General Vesting Declaration No.2 dated 17 December 2008.

NOTE: Copy Deed Filed.

(05.03.2009) The land is subject to any interests of various parties as 9 excepted by a General Vesting Declaration No.3 dated 17 December 2008.

NOTE: Copy Deed Filed.

- 10 (28.08.2009) UNILATERAL NOTICE affecting the land edged and numbered 6 and 9 in brown on the title plan in respect of a right of pre-emption contained in an Agreement dated 19 January 2007 made between (1) The Secretary of State for Transport and (2) Derwent Valley Central Limited.
- 11 (28.08.2009) BENEFICIARY: Derwent Valley Central Limited (Co. Regn. No. 00205226) of 25 Savile Row, London W1S 2ER.
- 12 (27.10.2010) The lease of Transformer Chamber, 12 Sutton Row dated 19 October 2010 made between (1) Transport for London and (2) EDF Energy Networks (LPN) plc referred to in the schedule of leases hereto contains restrictive covenants by the landlord.
- 13 (27.10.2010) 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.
- 14 (31.10.2013) The parts of the land thereby affected are subject to the rights granted by a Lease of a transformer chamber dated 24 October 2013 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

NOTE: Copy lease filed under NGL938228.

15 (31.10.2013) The parts of the land thereby affected are subject to the rights granted by a Lease of a transformer chamber dated 24 October 2013 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

NOTE: Copy lease filed under NGL938229.

16 (02.12.2013) UNILATERAL NOTICE in respect of a right to acquire the leasehold interest in the Plaza and fire escape edged green on the plan contained in a Deed of Pre-emption dated 14 March 2007 and made between (1)

The Secretary of State for Transport (2) London Underground Limited and (3) Targetfollow (Centre Point) Limited.

NOTE: Copy plan filed.

- 17 (02.12.2013) BENEFICIARY: Almacantar Centre Point Nominee No 1 Limited (Co. Regn. No. 8695695) and Almacantar Centre Point Nominee No 2 Limited (Co. Regn. No. 8695689) of 3 Quebec Mews, London, W1H 7NX.
- 18 (13.07.2015) UNILATERAL NOTICE in respect of an agreement for lease contained in a Development Agreement dated 8 July 2015 made between (1) Transport for London, (2) London Underground Limited and (3) Derwent Valley Central Limited.
- 19 (13.07.2015) BENEFICIARY: Derwent Valley Central Limited (Co.Regn.No.00205226) of 25 Savile Row, London W1S 2ER.
- 20 (22.01.2018) The land is subject to the easements granted by a Lease of a transformer chamber dated 3 January 2018.

NOTE: Copy filed under NGL976449.

- 21 (08.03.2019) UNILATERAL NOTICE in respect of an Agreement for lease dated 1 March 2019 made between (1) Derwent Valley Central Limited and (2) Stardanced of the Agreement dated 8 July 2015 referred to above.
- 22 (08.03.2019) BENEFICIARY: Stardanced ltd (Co. regn. No. 11851961) of 11 Maiden Lane, London WC2E 7NA.

### Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.10.2010 Edged and numbered 32 in blue	Transformer Chamber, 12 Sutton Row	19.10.2010 49 years from 19/10/2010	NGL913868
	NOTE: See entry Covenant	in the Charges Register relat.	ing to landlord'	s Restrictive
2	31.10.2013 Edged and numbered 33 in blue (ground floor)	Transformer Chamber	24.10.2013 99 years from 24.10.2013	NGL938228
		in the Charges Register relatenants and rights granted by the		ord's
3	31.10.2013 Edged and numbered 34 in blue (ground floor)	Transformer Chamber	24.10.2013 99 years from 24.10.2013	NGL938229
		in the Charges Register relat enants and rights granted by t		ord's

### End of register



This official copy issued on 22 March 2022 shows the state of this title plan on 29 April 2021 at 13:51:58.

It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by HM Land Registry, Durham Office.

**IN THE HIGH COURT** 

Claim No. QB-2022-001952

KING'S BENCH DIVISION

### BETWEEN:

- (1) ALMACANTAR CENTRE POINT NOMINEE NO.1 LIMITED
- (2) ALMACANTAR CENTRE POINT NOMINEE NO.2 LIMITED

**Claimants** 

- and -

(1) ALEXANDER FARRELL
(2) [DISCONTINUED]
(3) OWEN REECE (AKA "TRIKKSTAR")
(4) HARRY DAVIES

(5) PERSONS UNKNOWN ENTERING OR REMAINING
ON THE ROOFS OR EXTERNAL STRUCTURES
(EXCLUDING BALCONIES) OF CENTRE POINT (AS
DESCRIBED IN PARAGRAPHS 2-4 OF THE
PARTICULARS OF CLAIM) WITHOUT THE
CLAIMANTS' PERMISSION

(6) PERSONS UNKNOWN ENTERING OR REMAINING AT CENTRE POINT (AS DESCRIBED IN PARAGRAPHS 2-4 OF THE PARTICULARS OF CLAIM) WITH THE INTENTION OF GAINING ACCESS TO THE ROOFS OR EXTERNAL STRUCTURES (EXCLUDING BALCONIES) AT CENTRE POINT WITHOUT THE CLAIMANTS' PERMISSION

**Defendants** 

### **PARTICULARS OF CLAIM**

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