

## 5. ACTS WHICH ARE PROHIBITED WITHOUT CONSENT

Unless permission of the Company has first been obtained or unless performed by a person acting with lawful authority or reasonable cause or excuse, no person shall:

### 5.1 Cleaning of Aircraft

Clean, service or maintain Aircraft or any vehicle or other equipment in areas where such activities are prohibited by any written notice issued by the Company.

### 5.2 Running Aircraft engines

Run an Aircraft engine in a hangar or in any area which is not designated by the Company for that purpose.

### 5.3 Taking vehicles into hangars

Take any vehicle into a hangar used for the manufacture, maintenance or storage of Aircraft.

### 5.4 Lighting fires

By any act or omission, cause or permit a fire to occur except in a place constructed for that purpose.

### 5.5 Refuelling

Fill or discharge from any container, including any part of a vehicle, liquid fuel in any place that is not approved for that purpose by the Company.

### 5.6 Annoyance to others

Sing, dance, shout, play a musical instrument, operate Portable Entertainment Equipment, portable public address equipment or behave in such a way as to give reasonable cause for annoyance to any other person.

### 5.7 Entering and leaving the Airport

Enter or leave the Airport otherwise than through any authorised or designated gate or entrance or exit.

### 5.8 Unauthorised areas

Enter any part of the Airport to which members of the public are not for the time being admitted.

### 5.9 Public Service Vehicles

Enter the Airport with a Public Service Vehicle not being a Public Service Vehicle hired as a whole.

### 5.10 Airside driving

Drive a vehicle Airside elsewhere than in areas designated for the driving of vehicles.

### 5.11 Walls, fences and barriers

Climb any wall, fence, barrier, railing or post, or breach any Restricted Area.

### 5.12 Electronic equipment

Use any equipment for the transmission, receipt, recording, reproduction or amplification of sound, speech or images:



5.12.1 for commercial purposes, or

5.12.2 in or around security barriers or security search areas or in operationally sensitive areas.

5.13 Selling

Sell or distribute anything, offer anything for sale or hire or make any offer for the provision of services for payment or reward, other than in shops or other commercial outlets that are legally entitled by lease to sell or hire out items.

5.14 Vehicle for hire

Offer any vehicle for hire or perform any services in relation to the supply or hire of a vehicle unless legally entitled by lease to do so.

5.15 Advertising

Post, distribute or display any notice, advertisement, sign, circular or other written or printed material.

5.16 Begging

Beg or solicit funds or contributions of any kind.

5.17 Betting and gaming

Engage in bookmaking, gaming, betting or wagering or pay, receive or settle bets with any other person.

5.18 Passes and permits

Fail to wear a pass or permit issued by or on behalf of the Company so that it is reasonably visible at all times.

5.19 Buildings and other structures

Remove, displace, deface or alter any structure, building or other property (including any notice) forming part of, or provided in connection with the Airport.

5.20 Grazing of Animals

Allow the grazing of Animals on Airport property.

5.21 Entering Aircraft without authority

Enter, climb upon or board any Aircraft without the authority of the person in charge of it.

5.22 Private Hire Vehicles

Cause or permit a Private Hire Vehicle without an advance booking to enter the Airport for the purpose of loading passengers.

**6. PROHIBITED ACTS ON PRIVATE AIRPORT ROADS**

**On any private Airport roads or other part of the Airport to which the Road Traffic Enactments do not apply, no person shall:**

6.1 Conduct while driving

Drive a vehicle:

6.1.1 Dangerously; or



- 6.1.2 without due care and attention, or without reasonable consideration for other persons using the Airport; or
- 6.1.3 after consuming so much alcohol that the proportion of alcohol in their breath, blood or urine exceeds the Prescribed Limit, or whilst under the influence of drugs or other intoxicating substances; or
- 6.1.4 in excess of the speed indicated by a notice displayed on or adjacent to the road in question; or
- 6.1.5 whilst operating a mobile telephone or other handheld device.

6.2 Not to cause danger with vehicle

Use, cause or permit to be used, any vehicle in such a way as to cause or to be likely to cause, danger or nuisance to any Aircraft, person or property.

6.3 Designated walkways

Travel on foot on any of the Airport roads on which there is no designated footpath or pedestrian walkway.

6.4 Causing obstructions

Except in an emergency, when in charge of a vehicle cause or permit the vehicle to stand so as to cause any obstruction, or so as to be likely to cause danger to any Aircraft, person or property.

6.5 Parking brake

Cause or permit any vehicle to be left unattended unless the parking brake or restraining device with which the vehicle is fitted is properly engaged.

6.6 Use of vehicles

Use or cause or permit to be used any vehicle which fails to comply with any braking, steering, lighting, tyre or electrical requirements which would apply to that type of vehicle if it were to be operated on a road to which the Road Traffic Enactments apply or use, cause or permit to be used any vehicle where the safety locking devices are not in good working order.

6.7 Fuel and exhaust systems

Use or cause or permit to be used any vehicle unless the condition of the fuel and exhaust system is at all times such that no danger or nuisance is caused or is likely to be caused to any person or property.

6.8 Observe signs

Without reasonable excuse either when on foot or whilst using, driving or propelling a vehicle, neglect, fail or refuse to comply with an indication or direction given by:

- 6.8.1 a traffic or pedestrian sign erected and displayed by or with the consent of the Company, placed on or near a private Airport road;
- 6.8.2 any road marking on such a road; or
- 6.8.3 an Airport Official or Constable for the time being engaged in the regulation of traffic or pedestrians.



## 6.9 Safety

Use or cause or permit a vehicle to be used:

6.9.1 if it is in a condition that causes or is likely to cause, to any person in or on the vehicle or in the Airport, any danger by reason of:

6.9.1.1 its condition;

6.9.1.2 the number of passengers carried by it;

6.9.1.3 the manner in which any passengers are carried in it;

6.9.1.4 the weight, distribution, packing or adjustment of the vehicle's load, or

6.9.2 if any load carried by the vehicle causes or is likely to cause danger or nuisance to any person or property by reason of the load or any part of it falling or being blown from the vehicle.

## 6.10 Driving in designated areas

Without permission of the Company, or without reasonable excuse, drive any vehicle otherwise than in the areas designated by the Company.

## 6.11 Driving in Aircraft Manoeuvring Area

Except in emergencies, or where permission has been obtained from Air Traffic Control, cause or permit vehicles, or Aircraft servicing equipment or persons to enter those parts of the Airport designated for the surface movement of Aircraft, including the Aircraft Manoeuvring Area, aprons and any part of the Airport provided for the maintenance of Aircraft except those parts specifically designated by the Company for use by vehicles, Aircraft servicing equipment or persons.

## 6.12 Request for removal of vehicle

When in charge of a vehicle, fail to remove it from any parking place when required to do so by a Constable or an Airport Official.

## 6.13 Leaving vehicles unattended

Leave any vehicle either:

6.13.1 unattended when its engine is running; or

6.13.2 without removing the ignition key from the vehicle.

## 6.14 Driving

Drive a vehicle without being in possession of a valid driving licence, together with any valid driving permit issued by the Company if driving in an area where a valid driving permit is required.

# 7. **TAXIS**

**No person shall:**

## 7.1 Airport approved Taxis only

Cause or permit a Taxi to be hired or to be available for hire unless:

7.1.1 they are authorised by contract to do so by the Company; and



7.1.2 they do so from an Authorised Taxi Stand.

7.2 Maximum permitted number of Taxis

Cause or permit a Taxi to stand on an Authorised Taxi Stand in excess of the maximum permitted number of Taxis as indicated by any notice displayed there.

7.3 Entering buildings

For the purposes of plying for hire with a Taxi or obtaining fares, enter any building or intentionally obstruct any carriageway, footpath or building or act in such a manner as to give reasonable grounds for annoyance to any other person.

7.4 To be available for immediate hire

Leave a Taxi on any Authorised Taxi Stand unless the Taxi is available for immediate hire.

7.5 Disabled Taxis

Allow a Taxi that is disabled to be left on an Authorised Taxi Stand longer than is reasonably necessary to effect its removal unless such disablement is temporary and is remedied without delay.

7.6 Cleaning Taxis

Wash down or clean out a Taxi on an Authorised Taxi Stand.

7.7 Badge

When operating as a Taxi driver from an Authorised Taxi Stand, fail to display or produce their badge to a Constable or Airport Official when requested to do so.

7.8 Conduct on Authorised Taxi Stand

When operating as a Taxi driver from an Authorised Taxi Stand, upon which Taxis are required to stand one behind the other, fail to, as soon as the first Taxi in this line is hired, drive their vehicle forward one space in order that the spaces on the Authorised Taxi Stand are filled in this manner.

7.9 Assisting passengers

Fail to, when requested by a person who hires or seeks to hire the Taxi:

7.9.1 give reasonable assistance in loading and unloading luggage; or

7.9.2 convey a reasonable quantity of luggage.

**8 ACCIDENTS**

8.1 Accidents involving vehicles

Where any Accident involving a vehicle occurs on any part of the Airport to which the Road Traffic Enactments do not apply and results in either:

8.1.1 injury to any person other than the driver of that vehicle;

8.1.2 damage to a vehicle other than that vehicle;

8.1.3 injury to an Animal other than an Animal in or on that vehicle;



- 8.1.4 damage to any other property constructed on, fixed to, growing in or otherwise forming part of the land on which the road in question is situated or land adjacent to such land;

the driver shall stop and as soon as reasonably practicable, but in any event no later than 24 hours after the Accident, provide to a Constable, Airport Official or any other person having reasonable grounds for requiring them, the details set out in byelaw 8.1.5.

- 8.1.5 The details to be provided by a driver following an Accident are:

- 8.1.5.1 their name and address;
- 8.1.5.2 the name and address of the registered keeper or owner of the vehicle;
- 8.1.5.3 the registration number or identification marks of the vehicle; and
- 8.1.5.4 details of the Accident.

## 8.2 Accidents involving Aircraft

- 8.2.1 Where any Accident involving an Aircraft occurs on part of the Airport to which the Road Traffic Enactments do not apply, the pilot in command if present at the time of the Accident (or, if the Aircraft is being towed, the tug driver) shall stop and as soon as reasonably practicable, but in any event no later than 24 hours after the Accident, and provide to a Constable, Airport Official or any other person having reasonable grounds for requiring them, the details set out in byelaw 8.2.2.

- 8.2.2 The details to be provided by the pilot in command (or, if the Aircraft is being towed, the tug driver) at the time of Accident are:

- 8.2.2.1 their name and address;
- 8.2.2.2 the name and address of the person who was the Aircraft operator at the time of the Accident;
- 8.2.2.3 the identification marks of the Aircraft; and
- 8.2.2.4 details of the Accident.

- 8.2.3 The driver of any vehicle involved in an Accident concerning an Aircraft on part of the Airport to which the Road Traffic Enactments do not apply, shall stop and, as soon as reasonably practicable, but in any event no later than 24 hours after the Accident, provide to a Constable, Airport Official or any other person having reasonable grounds for requiring them, the details set out in byelaw 8.2.4:

- 8.2.4 The details to be provided by the driver of the vehicle involved following an Accident concerning an Aircraft are:

- 8.2.4.1 their name and address;
- 8.2.4.2 the name and address of the registered keeper or owner of the vehicle;
- 8.2.4.3 the registration number and any identification marks of the vehicle; and
- 8.2.4.3 details of the Accident.



## 9 LOST PROPERTY

### 9.1 Applications of byelaws

These byelaws shall apply in relation to the safe custody, re-delivery and disposal of any property (except a motor vehicle as defined in section 11 of the Refuse Disposal (Amenity) Act 1978), Animal or thing which, while not in proper custody, is found on any part of the Airport to which the public or passengers have access or in any vehicle owned or operated by or on behalf of the Company, excluding any property or thing found on board an Aircraft, in a Taxi or on premises let by the Company.

### 9.2 Obligations of finder

Subject to the provisions of the Customs and Excise Acts, any person (other than a member of staff of the Company, an Airport Official or a Constable) who finds any property which they believe to be lost or abandoned shall as soon as reasonably practicable notify a member of staff of the Company, an Airport Official or a Constable and inform that person of the place and circumstances in which it was found.

### 9.3 Obligations of recipient

9.3.1 Subject to the provisions of the Customs and Excise Acts, and to byelaw 9.3.2, any member of staff of the Company, Airport Official or Constable to whom found property is notified pursuant to byelaw 9.2, or who finds any property to which these byelaws apply, shall as soon as reasonably practicable and in any case before leaving the Airport, deliver such property for safe custody in the state in which it came into their possession to the Lost Property Office and inform a member of staff of the Company or an Airport Official at the Lost Property Office of the circumstances in which it was found.

9.3.2 If before any lost property shall have been delivered for safe custody to the Lost Property Office under byelaw 9.3.1, it is claimed by a person who produces evidence to the reasonable satisfaction of the member of staff of the Company, Airport Official, or Constable of being the true owner, it shall be returned to that person, forthwith, without fee, provided the person gives their name and address to the member of staff of the Company, Airport Official or Constable as the case may be, who shall, as soon as possible, report the facts and give the claimant's name and address and a description of the lost property to the Lost Property Office.

### 9.4 Lost property records

All lost property, excluding items of negligible value referred to in byelaw 9.8.1 and items which are or which become objectionable referred to in byelaw 9.8.2, shall be kept for a period of not less than three months and a record shall be kept showing particulars of the lost property, including details of the circumstances in which it was found, for not less than 4 months.

### 9.5 Where ownership is ascertainable

Where the identity and address of the owner of any lost property is ascertainable, the Company will notify the owner that the lost property is in its possession and may be claimed in accordance with these byelaws.

### 9.6 Exception to byelaw 9.5

Where official documents, including licences and passports, are found the Company shall wherever practicable return these forthwith to the appropriate Government department, local authority or other body or person responsible for issuing them or for controlling or dealing with them.



## 9.7 Claims

If any lost property is claimed whilst it is retained by the Company and the claimant provides evidence to the reasonable satisfaction of the Company or an Airport Official of being the true owner and gives their name and address to a member of staff of the Lost Property Office or to an Airport Official, the lost property shall be returned to the claimant upon payment by the claimant of such reasonable charge as the Company may from time to time fix for the return of the lost property.

## 9.8 Disposal of property

- 9.8.1 Subject to byelaws 9.8.2 and 9.8.3, if any lost property is not, within three months of the date when it was delivered to the Lost Property Office, claimed by or re-delivered to its owner, the Company shall be entitled to sell it for the best price that can reasonably be obtained, except in the case of items of negligible value, which the Company is entitled to sell for the best price that can reasonably be obtained, or dispose of it as it deems appropriate, after fourteen days have passed following receipt of the lost property into the Lost Property Office.
- 9.8.2 Notwithstanding the foregoing provision of these byelaws any lost property which is or which becomes objectionable may forthwith be destroyed or otherwise disposed of in a reasonable manner.
- 9.8.3 The Company shall:
- 9.8.3.1 be entitled to deduct from the proceeds of the sale of any lost property its reasonable storage and sale costs;
- 9.8.3.2 retain the balance for one month from the date of the sale in case of any claim by the true owner; and
- 9.8.3.3 after that one month period has expired, pay the proceeds of the sale of the lost property to a charity of its choice.

## 9.9 Opening packages

Where any lost property is contained in a package, bag or other receptacle ("package"), the Company is entitled to cause such package to be opened and the contents examined, or to require the claimant to open it and submit it and its contents for examination for the purpose of identifying and tracing the owner of the lost property, or ascertaining the nature of the contents, or satisfying the Company or an Airport Official that the contents do not include any item or items which may put at risk the safety or security of the Airport, any Aircraft or any air navigation installation. If any items are found which may put at risk the safety or security of the Airport, any Aircraft or any air navigation installation, they shall be handed to a Constable or Airport Official immediately.

## 10 **SEARCH**

Any person (whether a bona fide airline passenger or not) who, without reasonable cause, refuses to be searched or to have their baggage or vehicle searched by a Constable or Airport Official must leave the Airport if requested to leave by such Constable or Airport Official.

## 11 **GENERAL**

- 11.1 A person shall, if requested to do so by a Constable or Airport Official, state their correct name and address and the purpose for which they are at the Airport.



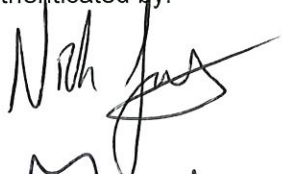
- 11.2 A person who is using or intends to use the Airport for travel shall, if requested to do so by a Constable of Airport Official, produce details of their travel arrangements and identity documents including passport.
- 11.3 No Airport Official shall exercise any powers under any of these byelaws without producing written evidence of their authority if required to do so.

**12 REVOCATION OF BYELAWS**

The Newcastle Airport Byelaws 2009 are hereby revoked

The **COMMON SEAL** of  
**NEWCASTLE INTERNATIONAL AIRPORT LIMITED**  
Affixed is authenticated by:

Director:



Secretary:



The foregoing Byelaws are hereby confirmed by the Secretary of State for Transport and shall come into operation on

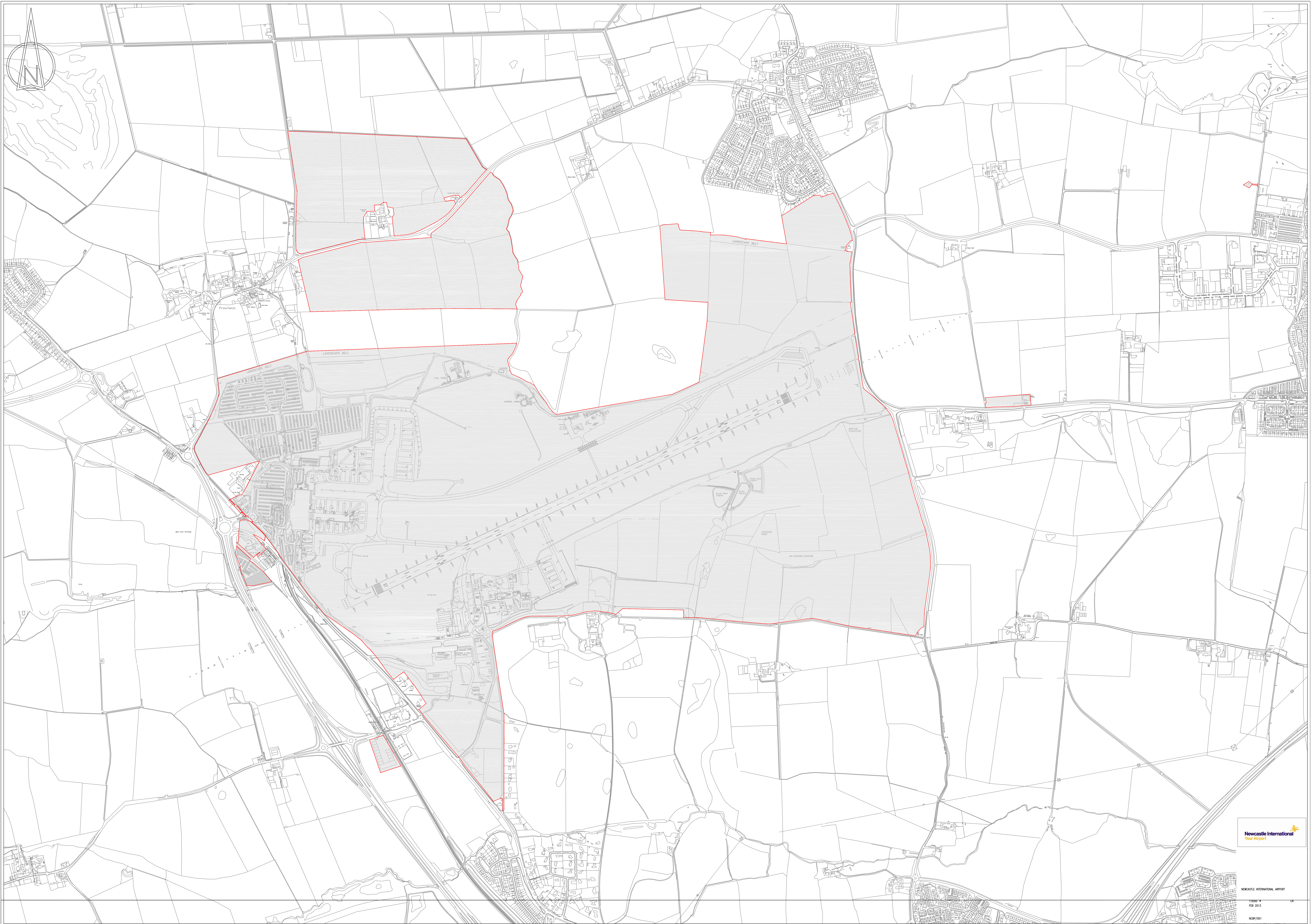
28 March 2021.

SIGNED BY



Head of Airport Policy by Authority of the Secretary of State





NEWCASTLE INTERNATIONAL AIRPORT

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**CLAIM NO:**

**IN THE HIGH COURT OF JUSTICE  
KING’S BENCH DIVISION**

**B E T W E E N**

- (1) LEEDS BRADFORD AIRPORT LIMITED**
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED**
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED**
- (4) NIAL SERVICES LIMITED**

**Claimants**

**- v -**

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)**
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LONDON LUTON AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)**
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT NEWCASTLE INTERNATIONAL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)**

**Defendants**

**WITNESS STATEMENT OF**

**ALEXANDER JAMES WRIGHT**



I ALEXANDER JAMES WRIGHT of Eversheds Sutherland (International) LLP One Wood Street, London EC2V 7WS WILL SAY as follows:-

1. I am a Principal Associate in the firm of Eversheds Sutherland (International) LLP and assisting Stuart Wortley (Partner) who has conduct of these proceedings on behalf of the Claimants.
2. I make this witness statement in support of the Claimants' application for an injunction. I have read a copy of the witness statements of Vincent Hodder, Nicholas Jones and Alberto Martin and adopt their definition of the Airports.
3. This witness statement has been produced by me with the assistance of my colleagues Nawaaz Allybokus and Emma Payne.
4. The statements in this witness statement are from my own knowledge, save where I state otherwise. Where statements are matters of information or belief, I provide the source of that information or belief.
5. I refer to exhibits marked **"AW1"**-**"AW28"** in this statement. They have been produced to me and I verify that the documents in those exhibits are true copies of the documents.

#### **LEEDS BRADFORD AIRPORT - REGISTERED TITLE**

6. There is now produced and shown to me at page 1 of the exhibit marked **"AW1"** a plan which shows the First Claimant's registered titles at HM Land Registry (**"Plan 1B"**). Superimposed on Plan 1B is a red line which shows the extent of the proposed injunction being the same red line as appears on "Plan 1" which is attached to the Claim Form. Plans 1, 1A and 1B were prepared by my colleague at Eversheds Sutherland, Nawaaz Allybokus. I am informed by Mr Allybokus that Plan 1 follows the boundaries shown on the plan at Schedule 1 to the Leeds Bradford Airport Byelaws 2022 (**"the LBA Byelaws Plan"**) as closely as it is possible to achieve save that:-
  - 6.1. the landing lights on the northern side of the Leeds Bradford Airport are not within the boundary of the LBA Byelaws Plan, but the First Claimant owns the freehold interest over the land in this area as evidenced by Plan 1B;
  - 6.2. some of the landing lights on the southern side of the Leeds Bradford Airport are not within the boundary of the LBA Byelaws Plan nor does the First Claimant own the registered title of the land over which they are located. The relevant landing lights are those which are located outside of the area of land



edged and hatched pink on Plan 1B. However, I understand that the First Claimant has:

6.2.1.1. exclusive control and possession of the areas of land on which they stand and that they have been in situ for c.40 years); and/or

6.2.1.2. rights to erect and maintain some of these landing lights pursuant to an Agreement dated 10 December 1982.

6.3. the areas coloured yellow on the plan attached to this statement at the exhibit marked **"AW2"** (**"Plan 1A"**) are included within the red line on the LBA Byelaws Plan, but have been excluded on Plan 1 as the First Claimant neither uses these areas nor do they have any proprietary interest in them.

7. Mr Allybokus prepared Plan 1 using an online platform called Orbital Witness to lay an electronic copy of the LBA Byelaws Plan over an OS Plan and then trace the boundary shown on the LBA Byelaws Plan onto the OS Plan.
8. The Title Schedule to the Particulars of Claim comprises a table which lists the registered titles which are owned by the First Claimant and located within the perimeter of the proposed injunction.
9. Copies of each of the First Claimant's registered titles and title plans for Leeds Bradford Airport are included in the exhibit marked **"AW3"** save that, although a request has been made at the HM Land Registry, the title plans for title numbers WYK857106, WYK831477, WYK657177, WYK547070 and WYK461796 are not presently available.

#### **LONDON LUTON AIRPORT - REGISTERED TITLE**

10. There is now produced and shown to me at page 1 the exhibit marked **"AW4"** a plan which shows: (i) the Second Claimant's registered titles at HM Land Registry; and (ii) an area coloured brown which the Second Claimant has recently acquired the leasehold interest in by way of a Transfer dated 29 February 2024 (**"Plan 2B"**). The Second Claimant is in the process of registering the Transfer dated 29 February 2024 and its leasehold interest in the relevant area – it already owning the freehold interest in the relevant area. Superimposed on Plan 2B is a red line which shows the extent of the proposed injunction being the same red line as appears on "Plan 2" which is attached to the Claim Form. Plans 2 and 2B were prepared by my colleague at Eversheds Sutherland, Nawaaz Allybokus. I am informed by Mr Allybokus that Plan 2 follows the boundaries shown on the plan to the London Luton Airport Byelaws 2005 (**"the LTN Byelaws Plan"**) accurately save that:-



10.1. the easterly landing lights at London Luton Airport are not within the boundary of the LTN Byelaws Plan, but the Second Claimant has:-

10.1.1.a leasehold interest over the land relating to a majority of those landing lights (being the landing lights which are located within the area of land edged and coloured blue on Plan 2B) ; and

10.1.2.exclusive control and possession of the areas of land on which the landing lights located outside of the area of land edged and coloured blue on Plan 2B stand and that they have been in situ for over 20 years (albeit the Second Claimant does not own the registered title of the land on which they are located).

11. Mr Allybokus prepared Plan 2 using the same method described at paragraph 7 above.

12. The Title Schedule to the Particulars of Claim comprises a table which lists the registered titles which are owned by the Second Claimant and located within the perimeter of the proposed injunction.

13. Copies of each of the Second Claimant's registered titles and title plans together with a copy of the completed Transfer dated 29 February 2024 (referred to in paragraph 10 above) for London Luton Airport are included in the exhibit marked **"AW5"**.

#### **NEWCASTLE INTERNATIONAL AIRPORT - REGISTERED TITLE**

14. There is now produced and shown to me at page 1 of the exhibit marked **"AW6"** a plan which shows the Third and Fourth Claimants' registered titles at HM Land Registry (**"Plan 3B"**). Superimposed on Plan 3B is a red line which shows the extent of the proposed injunction being the same red line as appears on "Plan 3" which is attached to the Claim Form. Plans 3 and 3B were prepared by my colleague at Eversheds Sutherland, Nawaaz Allybokus. I am informed by Mr Allybokus that Plan 3 follows the boundaries shown on the plan to the Newcastle International Airport Byelaws 2021 (**"the NCL Byelaws Plan"**) accurately save that:-

14.1. the westerly and easterly landing lights at Newcastle International Airport (which are shown as within the red line which appears on Plan 3) are not within the boundary of the NCL Byelaws Plan, but the Third Claimant has the benefit of:-

14.1.1. rights to erect and maintain the easterly landing lights pursuant to an Agreement dated 21 January 2005; and



14.1.2. rights to erect and maintain the westerly landing lights pursuant to:-

- 14.1.2.1. an Agreement dated 4 May 2023;
- 14.1.2.2. an Agreement dated 20 October 1999; and
- 14.1.2.3. an Agreement dated 31 August 2020.

15. Mr Allybokus prepared Plan 3 using the same method described at paragraph 7 above.

16. The Title Schedule to the Particulars of Claim comprises a table which lists the registered titles which are owned by the Third and Fourth Claimants and located within the perimeter of the proposed injunction.
17. Copies of each of the registered titles and title plans for Newcastle International Airport together with the agreements referred to at para 14.1.1 and 14.1.2 are included in the exhibit marked **"AW7"** save that, although a request has been made at HM Land Registry, the title plan for title number ND96720 is not presently available.

#### **THE PROPOSED INJUNCTION**

18. The Claimants seek an injunction in the terms set out in the draft Orders in respect of the land edged red on Plans 1, 2 and 3.
19. The red line on each of Plans 1, 2 and 3, generally follows the boundary features (including fences, gates and hedgerows) which demarcate the operational limits of each airport. The boundaries of the airports cross public highways.
20. The public highways at Leeds Bradford Airport are shown on Plan 1A coloured:-
- 20.1. pink, in so far as they are at ground level; and
  - 20.2. purple in so far as they are underground which is the A658.
21. The public highways at London Luton Airport are shown on the plan attached at page 1 to the exhibit marked **"AW8"** (**"Plan 2A"**) coloured pink.
22. The public highways at Newcastle International Airport are shown on the plan attached at page 1 to the exhibit marked **"AW9"** (**"Plan 3A"**) coloured pink.
23. I am informed by Vincent Hodder, Nicholas Jones and Alberto Martin respectively that:-



- 23.1. each of the Airports comprises car parks, terminal buildings (with facilities for the processing of passenger and other freight traffic), retail areas, lounge / café / refreshment areas, border control facilities, security points, customs and excise facilities, runways and taxiways, fuel facilities and management / airline facilities. London Luton Airport and Newcastle International Airport both have railway stations (shown coloured black on Plan 2A and 3A).
- 23.2. some of those facilities (including for example retail areas in the main terminal building) are situated on land which is the subject of sub-leases or other occupational arrangements ("the Third Party Areas");
- 23.3. the Third Party Areas are shown on plans for each of the Airports on Plans 1A, 2A and 3A respectively. Where a complete building (and if appropriate adjoining land) forms a Third Party Area the building (and adjoining land) has been coloured blue; where only part of a building forms a Third Party Area the building has been coloured green.
24. In relation to the buildings coloured green, I have provided internal floor plans prepared by Mr Allybokus in respect of such buildings :-
- 24.1. shown on Plan 2A (marked Plan 2C – Plan 2I at exhibit marked "**AW10**" – which show the areas demised to third parties edged blue);
- 24.2. shown on Plan 3A (marked Plan 3C – Plan 3D at exhibit marked "**AW11**") – which show the areas demised to third parties edged blue (save in respect of the terminal building at Newcastle International Airport as it has not been possible to prepare such a plan due to the complexity of its arrangement and the limited time available before issuing these proceedings); save with respect to Plan 1A, as it has not been possible to prepare such equivalent plans for Leeds Bradford Airport, due to the complexity of its arrangement, absence of relevant personnel with the requisite knowledge and the limited time available before issuing these proceedings.
25. The Claimants do not have an immediate right to legal possession of the Third Party Areas. However, all of the Third Party Areas can only be accessed from land which is in the legal possession of one of the Claimants. with the exception of certain Third Party Areas at:
- 25.1. Leeds Bradford Airport (the relevant area is that which abuts the red line boundary on Plan 1A along the southern boundary of the airport – being the land let to Multiflight);



- 25.2. London Luton Airport (the relevant areas are those which abut the red line boundary on Plan 2A at certain points along the western boundary of the airport); and
- 25.3. Newcastle International Airport (the relevant areas are those which abut the red line boundary on Plan 3A at certain points along the eastern and western boundary of the airport).
26. As part of the LBA:REGEN project, referred to in paragraph 12 of the witness statement of Mr Hodder, the First Claimant has granted its contractor a right to carry out works over an area to the East of the terminal building, but they do so as the First Claimant's agents pursuant to the Construction (Design and Management) Regulations 2015 and the First Claimant retains exclusive possession and control of this area of land.
27. I refer to the witness statement of Vincent Hodder, Nicholas Jones and Alberto Martin where they explain the responsibilities of each of the Claimants in relation to the airports and their statutory functions.
28. In view of the byelaws and regulatory requirements on the First, Second and Third Claimants as airport operator for ensuring that the Airports are safe and operate without disruption, the Claimants seek an injunction over all of the land edged red on Plans 1, 2 and 3 (including therefore the Third Party Areas and the public highways).

#### **CONTACT WITH OCCUPIERS OF THIRD PARTY AREAS**

29. The Claimants have written to tenants to inform them of these proceedings.
30. Given the urgency with which these proceedings have been prepared and in the interests of proportionality, each Claimant has written to their major tenants – 6 in the case of the First Claimant, 7 in the case of the Second Claimant and 10 in the case of the Third Claimant.
31. Copies of the emails issued by: the First Claimant are attached at the Exhibit marked "**AW12**", the Second Claimant are attached at the Exhibit marked "**AW13**" and the Third Claimant are attached at the Exhibit marked "**AW14**".
32. Some of the contacted tenants have replied - none have indicated any opposition to these proceedings - and positively expressed their support for them – 2 in the case of the First Claimant 3 in the case of the Second Claimant and 5 in the case of the Third Claimant.



## JUST STOP OIL - BACKGROUND

33. Just Stop Oil ("JSO") was formed in or around February 2022.
34. One of JSO's founding members was Roger Hallam who had previously been a founding member of Extinction Rebellion in 2018 and Insulate Britain in 2021. Each of these organisations shares a common objective of reducing the rate of climate change and each of them has used acts of civil disobedience to draw attention to the climate crisis and the particular objectives of their organisation.
35. JSO's website refers to itself as:-  
*"a non-violent civil resistance group demanding the UK Government stop licensing all new oil, gas and coal projects."*
36. JSO's website comprises 4 sections – "Get Involved"; "Donate"; "News & Press"; and "Law".
37. The "News & Press" section includes 4 sub-sections which cover the following:-
- 37.1. press releases;
  - 37.2. news on recent court hearings concerning JSO activists;
  - 37.3. YouTube video clips; and
  - 37.4. blog messages.
38. The "Law" section also includes 4 sub-sections which cover the following:-
- 38.1. a page which purports to set out a case for charging the following individuals with genocide:-
    - Rishi Sunak
    - Wael Sawan, CEO of Shell
    - Nigel Higgins, CEO of Barclays
    - John Neal, CEO of Lloyds of London
    - Frederick Barclay, owner Telegraph Newspapers
  - 38.2. a page dealing with imminent hearings involving JSO activists in the Magistrates and Crown Courts;
  - 38.3. a page dealing with support for individuals facing criminal charges (including for those who are currently in prison); and
  - 38.4. a page for sharing stories.



39. In 2022, the original home page of the JSO website (now removed) encouraged individuals to provide their name and contact details and to sign up to the following:-

*"I formally pledge to take part in action which will lead to my arrest, at least once, in late March. In preparation for this action I will join my regional group to which I am allocated, and take part in a 1-day Nonviolence training.*

*I understand the importance of this action in the context of the unimaginable horror that will occur if the climate and ecological crisis is not dealt with.*

*Only a dramatic life event, such as a loss of a close loved one or illness, will prevent me from taking part in this action."*

#### **ROGER HALLAM – JSO FOUNDER**

40. Over a 5 day period in September 2019, Mr Hallam and others flew toy drones in the airspace around Heathrow Airport in an attempt to shut down the airport. Mr Hallam and others were subsequently charged with (and convicted of) conspiracy to cause a public nuisance.
41. On 5 April 2024, Mr Hallam was sentenced to 2 years imprisonment (suspended for 18 months) for this offence. 2 other activists were also given suspended custodial sentences.
42. Copies of the following media articles relating to this incident are attached marked **"AW15"**.

<https://www.theguardian.com/environment/2019/sep/14/extinction-rebellion-co-founder-arrested-at-heathrow-protest>

<https://www.standard.co.uk/news/crime/roger-hallam-heathrow-government-extinction-rebellion-isleworth-crown-court-b1121608.html>

<https://www.theguardian.com/environment/2024/apr/05/extinction-rebellion-co-founder-avoids-jail-term-for-drone-action-near-heathrow>

43. Mr Hallam operates his own website (www.rogerhallam.com) which records (on the "About" page) that he has lost count of the number of times he has been arrested and that he has been to prison three times in the last three years. The same "About" page includes a manifesto which advocates a complete ban on flying:-

"...

*Halving of the total national energy requirements within weeks: through banning of flying, fossil fuel car use, non-essential consumption, with all ongoing material production designed to last for the longest period possible (similar to a covid lockdown*



*scenario but with local people being able to meet, socialise, and be politically active)."*

44. A copy of this page from Mr Hallam’s website is attached to this statement marked “AW16” (and I have included the Uniform Resource Locator (“URL”) below).  
<https://rogerhallam.com/about>

**JUST STOP OIL – MAJOR INCIDENTS SINCE 2022**

45. Many of the incidents undertaken by JSO activists since March 2022 became national news stories and are well known. The major incidents include the following:-

13 March 2022	A number of JSO activists caused disruption at the BAFTA award ceremony at the Royal Albert Hall in London
21 March 2022	A JSO activist caused disruption at the Everton v Newcastle premiership football match at Goodison Park
March / April 2022	JSO activists began a campaign of blockading oil terminals and sabotaging petrol pumps – see paragraphs 25-31 below for further detail
30 June 2022	2 JSO activists glued themselves to the frame of a Vincent Van Gogh painting at the Courthald Institute of Art in London
3 July 2022	A number of JSO activists caused disruption at the British Grand Prix at Silverstone
4 July 2022	2 JSO activists glued themselves to the frame of a John Constable painting at the National Gallery in London
5 July 2022	A number of JSO activists glued themselves to the frame of a Leonardo da Vinci painting at the Royal Academy of Arts in London
26 August 2022	A number of JSO activists vandalized petrol pumps at filling stations near the M25 motorway
September / October 2022	JSO activists caused 32 days of disruption to various roads in central London
14 October 2022	2 activists threw tomato soup at a Vincent Van Gogh painting in the National Gallery
17 October 2022	2 JSO activists climbed the Queen Elizabeth II bridge (causing it to close to traffic for 42 hours)
20 October 2022	A number of JSO activists sprayed the outside of Harrods’ windows with orange paint
31 October 2022	JSO activists sprayed orange paint on buildings used by the Home Office, MI5 and the Bank of England



7 November 2022	JSO activists forced multiple junctions on the M25 motorway to close
17 April 2023	2 JSO activists disrupted the world snooker championship in Sheffield
25 May 2023	JSO activists caused disruption at the Chelsea Flower Show
27 May 2023	A number of JSO activists disrupted the Rugby Premiership final between Saracens and Sale Sharks at Twickenham
28 June 2023	JSO activists caused disruption to the second test match in the Ashes series against Australia at Lord's
5 July 2023	2 JSO activists caused disruption at the All England Tennis Championship at Wimbledon
14 July 2023	2 JSO activists caused disruption to the first night of the Proms at the Royal Albert Hall
21 July 2023	4 JSO activists caused disruption at the Open Championship at Hoylake golf course
4 October 2023	5 JSO activists caused disruption during that evening's performance of Les Miserables at the Sondheim Theatre
30 October 2023	Around 60 JSO activists were arrested after holding a demonstration at Parliament Square in Westminster
8 November 2023	Around 40 JSO activists were arrested for disrupting traffic on Waterloo Bridge in London
6 March 2024	2 JSO activists glued themselves to the entrance to the Royal Courts of Justice
10 May 2024	2 JSO activists caused damage to the glass case in which the Magna Carta is stored in the British Library
7 June 2024	2 JSO activists caused disruption at the Duke of Westminster's wedding at Chester Cathedral
19 June 2024	2 JSO activists were arrested (and subsequently released on bail) after they sprayed Stonehenge with orange paint
20 June 2024	2 JSO activists were arrested (and subsequently remanded in custody for a month) after they sprayed to aircraft with orange paint at Stansted Airport

**JUST STOP OIL – OIL TERMINAL INJUNCTIONS 2022**

25. Early in 2022, JSO, Extinction Rebellion and Youth Climate Swarm announced a campaign to target oil and gas infrastructure.



26. Shortly after this announcement substantial direct action that occurred in March-April 2022. By way of example only:-
- 26.1 the Kingsbury Terminal in Staffordshire (operated by, amongst others, Valero Energy Limited) was the subject of particularly aggressive direct action by anti-fossil fuel protestors which prompted Valero Energy Limited (and 2 of its group companies) to seek an injunction to restrain acts of trespass and nuisance on their oil refinery and oil terminals;
- 26.2 four of Esso’s oil terminals were targeted including West London, Hythe, Purfleet and Birmingham; and
- 26.3 the Buncefield oil terminal was the subject of direct action.
27. The evidence relied upon by the Claimants in the Valero case included a Witness Statement from Benjamin Smith (Assistant Chief Constable for Warwickshire Police) dated 10 April 2022.
28. Mr Smith’s Witness Statement refers to serious incidents involving obstruction of access to and from the Kingsbury Terminal (using a variety of tactics including individuals climbing on to the top of oil tankers, gluing themselves to road surfaces and using “lock-on” devices). He also refers to more than 500 arrests having been made between 31 March and 10 April 2022:-

Date	Arrests
31 March – 1 April	42
2 April – 3 April	68
5 April	88
7 April	127
9 – 10 April	180

29. Mr Smith’s Witness Statement includes the following text below a heading **“Police Operation”**:-

*"The scale and duration of the policing operation has been one of the most significant that I have experienced in my career. Large numbers of officers, drawn from right across the force, have been deployed to Kingsbury day and night since the 1<sup>st</sup> April. This has meant that we have had to scale down some non-emergency policing services, including those that serve North Warwickshire. Although core policing services have been effectively maintained across the County during this period, the protests have undoubtedly impacted on the quality and level of the policing service that we are able to deliver. Officers who may have ordinarily been policing the communities of North Warwickshire have had to be redeployed to support the policing operation linked to Kingsbury. It has also meant that we have had to bring in additional officers from other regional forces, in*



addition to more specialist teams such as working at heights teams and protest removal teams. All of these will come at significant additional cost to the force and ultimately the public of Warwickshire.”

30. Mr Smith’s Witness Statement includes the following text below a heading **“Community Impact”:-**

*“The impact on the local community has been substantial. There have been almost daily road closures of the roads around the oil terminal which has created disruption and inconvenience. The M42 has also been disrupted on occasions as a result of the protest activity. There has been a significant policing presence since the 1<sup>st</sup> April which I am sure has created a level of fear and anxiety for the local community. The policing operation has also extended into unsociable hours with regular essential use of the police helicopter overnight disrupting sleep. The reckless actions of the protestor has also created increased risk of potential fire or explosion at the site which would likely have catastrophic implications for the local community including the risk of widespread pollution of both the ground, waterways and air. Finally, the actions of the protestors has impacted the supply of fuel to petrol forecourts in the region, leading to some shortages, impacting upon not only local residents but the broader West Midlands region.”*

31. A copy of Assistant Chief Constable Benjamin Smith’s witness statement is now produced and shown to me marked **“AW17”**.
46. Although Valero was the first major oil company to seek an injunction (as Kingsbury Terminal was the first to be targeted by JSO), most of the other major oil companies followed their example as shown in the following table:-

Valero Energy Ltd Valero Logistics UK Ltd Valero Pembrokeshire Oil Terminal Ltd	QB-2022-000904
Esso Petroleum Company Ltd ExxonMobil Chemical Ltd	QB-2022-001098
Essar Oil (UK) Ltd Stanlow Terminals Ltd Infranorth Ltd	PT-2022-000326
Navigator Terminals Thames BV Ltd Navigator Terminals Seal Sands Ltd Navigator Terminals North Tees Ltd Navigator Terminals Windmill Ltd	QB-2022-01139
Exolum Pipeline Systems Ltd	QB-2022-001142
Shell International Petroleum Company Ltd	QB-2022-001259
Shell U.K. Ltd	QB-2022-001241
Shell U.K. Oil Products Ltd	QB-2022-001420

47. Eversheds Sutherland represented Claimants in four of these actions. The general consensus has been that the injunctions have proved to be an effective deterrent



against unlawful acts of trespass and nuisance. This appears to have been confirmed by JSO itself. In response to a comment from a member of the public on Twitter (now formally known as "X") suggesting that protests ought to be carried out at oil refineries, JSO tweeted on 9 June 2023:-

*"Do you know what happens if you protest outside oil refineries now ? Oil companies have brought injunctions to ban people from taking action at refineries, distribution hubs, even petrol stations. Punishments for breaking injunctions range from unlimited fines to imprisonments"*

48. Most of the injunctions referred to in the table above have been extended and remain in force (typically for 5 years but on terms which provide for an annual review by the High Court) and they continue to be an effective deterrent. I am not aware of any applications to commit individuals for breach of them.
49. North Warwickshire Borough Council also obtained an injunction to restrain protestors from obstructing highways in the vicinity of Kingsbury Terminal (QB-2022-001236). This injunction also remains in place, although a trial was heard in June 2024 with judgment reserved.
50. Thurrock Council and Essex County Council obtained an injunction to restrain protestors from obstructing roads in the vicinity of Navigator Terminals in West Thurrock, the Esso Fuel Terminal in Purfleet and the Exolum Fuel Terminal at Grays (QB-2022-001317). Again this injunction remains in place with a trial listed on 9 October 2024.
51. In November 2022, National Highways Ltd sought an injunction to restrain trespass on gantries and other structures over, under or adjacent to the M25 motorway (QB-2022-00433). Although this injunction has lapsed, I understand from a contact at National Highways Ltd that the conduct which was restrained by that particular injunction is covered by a wider injunction (extending to the M25, M25 feeder roads and Kent roads) which National Highways Ltd obtained in separate proceedings (QB-2021-003737) in 2021 (as a response to protests conducted by Insulate Britain). At a hearing on 26 April 2024, this injunction was extended by Mrs Justice Collins-Rice until 10 May 2025.
52. On 13 September 2023, JSO posted on X in the following terms:

*"Disruption is frustrating, but we have no other choice. Fossil fuel companies have taken out private injunctions that make protests impossible at oil refineries, oil depots and even petrol stations."*



🗣️ *Our government issued 100 new oil and gas licences, confirming their disregard of human life. This is a last ditch attempt to stop our corrupt government taking more lives.*

➡️ *They know new oil and gas is genocide – take action now at <http://juststopoil.org>*

53. The post on X featured a video in which JSO protestors were seen protesting along a highway. The URL for the post on X is:

[https://x.com/JustStop\\_Oil/status/1701903086057386177](https://x.com/JustStop_Oil/status/1701903086057386177)

## **JUST STOP OIL – 2024 THREAT TO DISRUPT AIRPORTS**

54. The on-line edition of The Daily Mail for 9 March 2024 included a story about an undercover journalist who had successfully infiltrated a JSO meeting in Birmingham earlier that week. Apparently the meeting had been attended by over 100 activists. The following text is an extract from that story:-

*"At the meeting, which was attended by an undercover reporter, JSO co-founder Indigo Rumbelow was greeted by cheers as she told the audience:*

*'We are going to continue to resist. We're going to ratchet it up.*

*'We're going to take our non-violent, peaceful demonstrations to the centre of the carbon economy. We're going to be gathering at airports across the UK.'*

*Ms Rumbelow, the 29-year-old daughter of a property developer, has previously been arrested for conspiracy to cause public nuisance during the King's Coronation and made headlines last year when Sky News host Mark Austin had to beg her to 'please stop shouting' during an interview.*

*Outlining a blueprint for causing travel chaos, she advocated:*

- *Cutting through fences and gluing themselves to runway tarmac;*
- *Cycling in circles on runways;*
- *Climbing on to planes to prevent them from taking off;*
- *Staging sit-ins at terminals 'day after day' to stop passengers getting inside airports.*

*Miss Rumbelow told the crowd:*

*'We're going to be saying to the Government: 'If you're not going to stop the oil, we're going to be doing it for you.'*



*She cited similar protests to use as inspiration for their action, including Hong Kong students 'gathering in sit-ins in the entrances to airports, closing and disrupting them, day after day' during their protests against Chinese rule in 2019."*

55. A copy of the Daily Mail article dated 9 March 2024 is attached at **"AW18"**. I have also provided the URL for the article below.

<https://www.dailymail.co.uk/news/article-13177841/Eco-mob-plot-ruin-summer-holidays-disrupt-flights.html>

56. Further media articles referring to the campaign are also attached at **"AW19"**. I have also provided the URL for each article below.

Express <a href="https://www.express.co.uk/news/uk/1890773/now-after-brits-holidays-fury-just-stop-oil-plot">https://www.express.co.uk/news/uk/1890773/now-after-brits-holidays-fury-just-stop-oil-plot</a>	21.04.24
Evening Standard <a href="https://www.standard.co.uk/news/uk/just-stop-oil-protests-airports-heathrow-disruption-summer-b1152839.html">https://www.standard.co.uk/news/uk/just-stop-oil-protests-airports-heathrow-disruption-summer-b1152839.html</a>	21.04.24
Mirror <a href="https://www.mirror.co.uk/news/uk-news/just-stop-oil-protesters-chill-32733044">https://www.mirror.co.uk/news/uk-news/just-stop-oil-protesters-chill-32733044</a>	03.05.24

57. The Evening Standard article referred to another meeting (also attended by an undercover journalist) and which included the following text:-

"...

*Just Stop Oil's Phoebe Plummer reportedly warned of 'disruption on a scale that has never been seen before' at a meeting attended by an undercover journalist. The group has been critical of the airline industry over its carbon footprint.*

*She said: 'The most exciting part of this plan is that [it's] going to be part of an international effort. Flights operate on such a tight schedule to control air traffic that with action being caused in cities all around the world we're talking about radical, unignorable disruption.'*

*She added: 'It's time to wake up and get real – no summer holiday is more important than food security, housing and the lives of your loved ones. Flying is also a symbol of the gross wealth inequality that's plaguing our society and if we want to create change we need to adopt a more radical demand.'*

*Just Stop Oil is planning an alliance with Europe-based A22 Network to cause disruption at major international airports."*

58. The JSO website currently refers to this particular campaign in the following terms:-



**"This summer, Just Stop Oil will be taking action at airports.**

*As the grass becomes scorched, hosepipe bans kick in and the heat of the climate crisis enters peoples' minds, our resistance will put the spotlight on the heaviest users of fossil fuels and call everyone into action with us.*

*We'll work in teams of between 10-14 people willing to risk arrest from all over the UK. We need to be a minimum of 200 people to make this happen, but we'll be prepared to scale in size as our numbers increase. Exact dates and more details are coming.*

**Our plan can send shockwaves around the world and finish oil and gas. But we need each other to make it happen. Are you ready to join the team?"**

59. A copy of this page from the JSO website is attached at **"AW20"**. I have also provided the URL below.

<https://actionnetwork.org/forms/summer-2024-actions;>

60. JSO has also organised a fundraising page on the website which says the following:

**"Cat's out the bag. Just Stop Oil will take action at airports**

**The secret is out — and our new actions are going to be big.**

*We're going so big that we can't even tell you the full plan, but know this — Just Stop Oil will be taking our most radical action yet this summer. We'll be taking action at sites of key importance to the fossil fuel industry; **super-polluting airports.***

*..."*

61. A copy of this page is attached at **"AW21"**. I have also provided a link to the page below.

[https://chuffed.org/project/just-stop-oil-resisting-against-new-oil-and-gas,](https://chuffed.org/project/just-stop-oil-resisting-against-new-oil-and-gas)

62. As of 11 July 2024, £24,275 had been raised on this website.

63. On 6 June 2024, JSO sent an email to subscribers in the following terms:-

**"This is the most exciting email I've ever sent.**

**As many of you already know, this summer Just Stop Oil is taking action at airports.**

*That's exciting right? Well, there's more.*

**We won't be taking action alone.**

*Resistance groups across several countries in Europe have agreed to work together. That means **this summer's actions will be***



PICTURE OF AIRPORT ACTIONS SYMBOLISING INTERNATIONAL COMMUNITY

***People across Europe will be taking the fight to airports, the heart of the fossil economy.***

*Want to meet the people making this happen?*

*You don't want to miss this.*

64. The on-line edition of The Daily Mail for 27 June 2024 included a story about six people who were arrested by the Hackney Police at an event organised by JSO which was described as a “soup night” and a further person at another location in London. The following text is an extract from that story:

*'We believe some of those in custody are key organisers for Just Stop Oil.'*

*'We continue to work with airport operators and others to prevent significant disruption.'*

*'Activists do not have the right to commit criminal acts that may also endanger themselves and others.'*

*'Anyone who disrupts the safety and security of an airport can expect to be dealt with swiftly and robustly.'*"

<https://www.dailymail.co.uk/news/article-13577785/police-Just-Stop-Oil-arrests-plan-disrupt-airports-UK.html>

cloud\_uk\230062602\10  
15 July 2024 allybom



***"Since Tuesday, 31 supporters of Just Stop Oil have now been arrested for possessing the strong convictions that governments and corporations do not have the right to prioritise oil profits over the safety and wellbeing of our loved-ones, communities and the many millions already suffering the effects of runaway climate breakdown.***

*In a sane society, it would be those who are setting the stage for an end to ordered society that would be having their doors barged down and dragged into the back of a police van to be interrogated about the catastrophic criminal damages they are imposing on every living thing and on every future generation. Instead, it is ordinary people- mothers, grandparents and young people who are having their futures stolen from them, that the police come for.*

***The incoherent pattern of arrests we have seen over the last 24 hours suggests a rattled system. They know that as climate breakdown intensifies, civil unrest will increase and one day there will not be enough police to cope with the millions stepping into action, as the full betrayal of the political establishment becomes clearer.***

***We will not be intimidated by the death throes of a broken system. Nothing the state can throw at us is worse than the realities that will be imposed on all of us if the breakdown of our climate carries on unabated. We WILL be stepping into action in the summer because when the lives of your family are at risk, there is no other choice than to protect them..."***

## **OTHER AIRPORT PROTESTS – MAY / JUNE 2024**

67. On Saturday 18 May 2024, several members of a German environmental group (whose name translates as "Last Generation") conducted a protest at Munich Airport.
68. According to the coverage on Sky News, during the protest:-
  - 68.1. 6 individuals glued themselves to the runway;
  - 68.2. 8 individuals were arrested;
  - 68.3. around 60 flights were cancelled; and
  - 68.4. 11 flights were diverted to other airports.
69. A copy of the coverage on Sky News is attached at **"AW23"**. I have also provided a link to this coverage below.  
<https://news.sky.com/munich-airport-forced-to-close-for-two-hours-after-climate-protestors-glue-themselves-to-runway>
70. I understand that one of the protestors who was closely involved in the Munich airport protest joined a JSO call on Tuesday 28 May 2024 to explain the actions which had been taken in Munich on 18 May 2024 with a view to encouraging others to undertake similar protests in the United Kingdom.



71. On Sunday 2 June 2024, several members of Extinction Rebellion conducted a protest at Farnborough Airport in Surrey.
72. According to the coverage on an on-line publication known as "The Canary":-
- 72.1. the 3 main gates were blocked; and
- 72.2. the Extinction Rebellion pink boat was parked across the Gulfstream Gate.
73. A copy of the coverage on The Canary is attached at "**AW24**". I have also provided a link to this coverage below.
- <https://www.thecanary.co/uk/news/2024/06/03/farnborough-airport-protest>
74. I am aware, from the witness statements filed in support of the injunctions granted in favour of Manchester Airport, Stansted Airport and East Midlands Airport (KB-2024-002132), that supporters of "Just Stop Oil" carried out direct action at Stansted on 20 June 2024, as part of a series of protests on climate change, and that this included:
- 74.1. an individual using an angle grinder to cut a hole in the perimeter fence of the airport;
- 74.2. two individuals trespassing the perimeter fence; and
- 74.3. spray painting two aircrafts orange using a fire extinguisher.
75. URL links to webpages containing copies of the injunctions referred to in the above paragraph are as follows:-
- 75.1. Manchester Airport: <https://www.manchesterairport.co.uk/injunction/>
- 75.2. Stansted Airport: <https://www.stanstedairport.com/injunction/>
- 75.3. East Midlands Airport: <https://www.eastmidlandsairport.com/injunction/>
76. I further understand that as a result of this direct action it was necessary to suspend operations on the runway for approximately 50 minutes and that three aircraft departures were affected.
77. I am also aware, from a story featured in the online version of the Daily Mail on 29 June 2024, that JSO had said it planned to target the Wimbledon tennis tournament. I provide a link to the article:-
- <https://www.dailymail.co.uk/news/article-13583771/Wimbledon-hires-thousand-security-guards-removes-jigsaws-shop-bid-crack-Just-Stop-Oil-pro-Palestinian-protesters.html>.

## OTHER AIRPORT PROTESTS



78. I am aware of other airport protests which have taken place since November 2022 (although there may be others which I am unaware of or which I have already covered in this statement). Media articles referring to these campaigns are attached to this statement marked exhibit "AW25". I have also provided the URL for each article.

Date	Summary
10 November 2022	Extinction Rebellion and Scientist Rebellion blocked entrances to two of the UK's private jet airports (Farnborough and London Luton). <a href="https://viralproject.eu/wp-content/uploads/public-files/News-and-Papers/Climate-activists-target-private-jet-airports-and-demand-ban-at-Cop27-Environmental-activism-The-Guardian.pdf">https://viralproject.eu/wp-content/uploads/public-files/News-and-Papers/Climate-activists-target-private-jet-airports-and-demand-ban-at-Cop27-Environmental-activism-The-Guardian.pdf</a>
24 November 2022	Last Generation, a sister campaign to Just Stop Oil, broke on to a runway in Berlin's Brandenburg Airport and glued themselves to the tarmac. 13 flights had to be diverted to other airports. <a href="https://news.sky.com/story/climate-activists-glue-themselves-to-runway-at-berlin-airport-12754914">https://news.sky.com/story/climate-activists-glue-themselves-to-runway-at-berlin-airport-12754914</a>
14 February 2023	Extinction Rebellion and 'affiliated groups' blockaded the entrances to Luton Airport's Harrods Aviation and Signature private jet terminals. <a href="https://extinctionrebellion.uk/2023/02/14/love-in-action-extinction-rebellion-blockades-luton-airport-private-jet-terminals-in-valentines-day-protest/">https://extinctionrebellion.uk/2023/02/14/love-in-action-extinction-rebellion-blockades-luton-airport-private-jet-terminals-in-valentines-day-protest/</a>
July 2023	Dusseldorf and Hamburg airports were targeted by climate activist group - Last Generation (also known as Letzte Generation). The activists gained access to the airfield by breaking through a security fence and blocked flights for several hours, resulting in dozens of flights being cancelled and 10 arrivals being diverted to other airports. <a href="https://apnews.com/article/germany-airports-climate-protest-duesseldorf-hamburg-02055d0f9e6c3daf3271bf69d644c80b">https://apnews.com/article/germany-airports-climate-protest-duesseldorf-hamburg-02055d0f9e6c3daf3271bf69d644c80b</a>
13 October 2023	Protesters from Extinction Rebellion's Boston faction, named XR, caused disruption at Logan Airport in Boston. More than 500 people gathered in the airport's security entrance to cause obstruction. <a href="https://xrboston.org/press/climate-activists-disrupt-logan-airports-100th-anniversary-celebration-to-demand-justice-for-east-boston/">https://xrboston.org/press/climate-activists-disrupt-logan-airports-100th-anniversary-celebration-to-demand-justice-for-east-boston/</a>
23 March 2024	Private jets were targeted at Braunschweig-Wolfsburg Airport. The protestors blocked the runway, and used hammers and chisels on the asphalt of the runway causing damage.



	<a href="https://www.bild.de/regional/niedersachsen/regional/braunschweig-wolfsburg-klima-chaoten-zerhacken-rollbahn-auf-vw-airport-87625646.bild.html?utm_source=ground.news&amp;utm_medium=referral">https://www.bild.de/regional/niedersachsen/regional/braunschweig-wolfsburg-klima-chaoten-zerhacken-rollbahn-auf-vw-airport-87625646.bild.html?utm_source=ground.news&amp;utm_medium=referral</a>
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**PERSONS UNKNOWN**

79. I am informed by:-

- 79.1. Vincent Hodder of Leeds Bradford Airport
- 79.2. Alberto Martin of London Luton Airport
- 79.3. Nicholas Jones of Newcastle Airport

that the Claimants do not know the names of any individual activists who intend to disrupt operations at the Airports and that it is impossible to name or identify them. In order for any restraining injunction to be effective, it would need to be granted against the class of Persons Unknown referred to in these proceedings.

80. The Claimants have not added Jenifer Kowalski and Cole Macdonald, who were the protestors who took part at the protest at London Stansted Airport, to the claim as named defendants because they have been charged with offences arising out of the incident on 20 June 2024. They have been released on bail and are due to appear in Chelmsford Crown Court on 22 July 2024.

81. Given that (a) if they plead not guilty at the next hearing, they will either be remanded in custody pending trial or be bailed subject to conditions and (b) if they plead guilty at the next hearing they will then be sentenced, they are unlikely to pose a risk of trespassing on airports again, following sentencing or imposition of bail conditions.

**WITHOUT NOTICE**

82. The Claimants have decided to make this application for an interim injunction without beforehand notifying Persons Unknown (by the methods proposed in the section below). It is appreciated that this is an exceptional step but the Claimants believe there are compelling reasons for doing so:-

82.1. the Claimants are concerned that if Persons Unknown are notified in the usual way, one or more of the Airports will be deliberately targeted and direct action will take place before an injunction is place. This would defeat the very purpose of the injunction; and



82.2. the potential for direct action is of serious concern to the Claimants for the reasons set out in the Witness Statement of Vincent Hodder (as affirmed by the Witness Statements of Alberto Martin and Nicholas Jones). In particular, the Airports are worried about the security, health and safety risks posed by direct action that may take place on runways and airplanes, the risk of disruption to its customers and cargo transportation and the risk of financial loss. If notice of this claim and application were to accelerate the carrying out of direct action at the airport, it would give rise to the exact risks the Airports were intending to prevent.

83. My firm has acted on behalf of claimants in securing other airport injunctions which are set out below:-

83.1. On 20 June 2024, Mr Justice Julian Knowles granted a "without notice" injunction in favour of London City Airport based on the threat from JSO (KB-2024-001765). A copy of that Order and a Note of the Hearing is attached to this witness statement marked "**AW26**". As recorded in the Note of the Hearing, Mr Justice Julian Knowles intends to issue a written judgment but this is not yet available; and

83.2. On 5 July 2024, Her Honour Judge Coe K.C. granted "without notice" injunctions in favour of Manchester Airport, Stansted Airport and East Midlands Airport based on the threat from JSO and Extinction Rebellion (KB-2024-002132). A copy of the Orders and a Note of the Hearing is attached to this witness statement marked "**AW27**".

84. On 9 July 2024, Mr Justice Julian Knowles granted a "without notice" injunction in favour of Heathrow Airport based on the threat from JSO (KB-2024-002210). A copy of that Order and a Note of the Hearing is attached to this witness statement marked "**AW28**". The URL link to the webpage containing copy of the injunction in respect of Heathrow Airport is:

<https://www.heathrow.com/company/local-community/injunction>

## **FULL AND FRANK DISCLOSURE**

85. As this is a without notice injunction, I am aware that the Claimants have to give full and frank disclosure and I confirm that the Claimants have given full and frank disclosure of all facts, matters and arguments which, after reasonable research, they are aware or could with reasonable diligence ascertain and which might affect the



decision of the Court whether to grant the order or the terms of the order it is prepared to make.

86. It might be said that the conduct the Claimants are concerned about and which they seek to prohibit by the injunction sought is a criminal offence under the byelaws for each of the Airports, set out in the witness statement of Vincent Hodder (as affirmed by the Witness Statements of Alberto Martin and Nicholas Jones), and section 64 of the Airports Act 1986 and/or could be prosecuted under the Public Order Act 2023.

87. Despite that being the case, the Claimants seek an interim injunction for the following reasons:

87.1. It appears, from other cases, that interim injunctions have proved to be a more effective deterrent against direct action than the possibility of protestors being charged with criminal offences:-

87.1.1. as set out above at paragraphs 26 to 28, police arrested over 500 people in connection with the protests at the Kingsbury Terminal between 31 March 2022 and 10 April 2022. The dates on which those arrests occurred, as shown in paragraph 28 above, indicates that protestors were not deterred by arrests having happened on earlier dates; in fact, the table suggests that instead as time went on the protests started to increase in size;

87.1.2. I am aware from the summary judgment decision of Ritchie J in *Valero Energy Ltd v Persons Unknown [2024] EWHC 134 (KB)* that:

87.1.2.1. the first injunction was granted to Valero in late March 2022, restricting access to 8 sites including the Kingsbury site;

87.1.2.2. despite that between 1 April and 7 April 2022 and 9 and 15 April 2022, protestors attended the Kingsbury Terminal;

87.1.2.3. the protestors also targeted other owners' sites;

87.1.2.4. on 11 April 2022, the interim injunction was replaced by an order of Bennathan J;



- 87.1.2.5. the evidence in support of the final injunction included evidence that the interim injunctions in combination with those obtained by Warwickshire Borough Council had significantly reduced protest at the Kingsbury site (see [39]) and that, since June 2023, JSO had carried out their protests on different sites (see [40]), although I do note there were 9 dates on which protests had occurred at sites covered by the injunction in April 2022, May 2022, August and September 2022 (see [29]);
- 87.1.3. the significant reduction in protest activity at a site following an interim injunction being obtained appears to have also occurred in other cases. For example, as was set out in Hill J's decision in *Shell UK Ltd v Persons Unknown* [2023] EWHC 1229 (KB) at [31], there was evidence that the injunction of Bennathan J in respect of Shell Centre Tower, had had a strong deterrent effect as there were no incidences of unlawful activity following it. However, corporate buildings had been the target of unlawful activity since the injunction was made. That is also supported by JSO's own comments on X on 13 September 2023;
- 87.1.4. from the cases where interim injunctions have been granted and then later reviewed, there seems to be a pattern of behaviour where the interim injunctions against protestors result in protests ceasing entirely or reducing significantly at the location subject to the injunction and the protestors moving to other sites; and
- 87.1.5. any offence committed under section 63 of the Airports Act 1986 by a breach of the byelaws would be punishable only by a fine with the maximum fine being £2,500 by virtue of section 64(2) of the Airports Act 1986 and section 122(1) of the Sentencing Act 2020.
- 87.2. In addition, any enforcement of the byelaws by way of criminal proceedings (1) could occur only after the protests had occurred; and (2) would likely take some time to come to a final decision; and (3) would be punishable only by a fine with the maximum fine being £2,500 by virtue of section 64(2) of the Airports Act 1986 and section 122(1) of the Sentencing Act 2020. For the reasons set out in the witness statements of Vincent Hodder, Alberto Martin and Nicholas Jones, any protests at the airports have the potential to produce



significant adverse consequences, security risks and could be dangerous. Delayed prosecutions after the protests have occurred will not prevent the harm, that the Claimants are concerned about, from occurring.

87.3. The same is true for the offence under section 68 of the Criminal Justice and Public Order Act 1994 and any Public Order Act 2023 offences, although the offences under s68 of the 1994 Act and of locking on under section 1 under the 2023 Act carries the potential of a custodial sentence for up to six months or a fine and the offence of interfering with national infrastructure under s7 of the 2023 Act carries a maximum of a 12 month sentence (if tried in the Crown Court).

87.4. in addition, an article dated 6 October 2023, which was published originally on the Daily Mail online, stated that JSO protestors compete to see who can get arrested on the most occasions "in a bid to win prizes". The URL of the current location of this story is as follows:-

<https://www.msn.com/en-gb/news/world/just-stop-oil-protesters-are-competing-to-see-who-can-get-arrested-it-is-claimed-as-five-people-are-charged-over-disruption-at-les-miserables/ar-AA1hLh4j?apiversion=v2&noservercache=1&domshim=1&renderwebcomponents=1&wcseo=1&batchservertelemetry=1&noservertelemetry=1>

## **SERVICE AND NOTICE OF THE PROCEEDINGS**

88. The Claimants propose to take the following steps to serve the Claim Form, application notice and any order made by the Court:-

88.1. uploading copies of all the court documents to a page onto pages at the following websites:-

88.1.1. Leeds Bradford Airport - <https://www.leedsbradfordairport.co.uk/injunction>

88.1.2. London Luton Airport - <https://www.london-luton.co.uk/corporate/lla-publications/injunction>.

88.1.3. Newcastle International Airport - <https://www.newcastleairport.com/about-your-airport/airport-company/injunction/>

88.2. affixing large warning notices in each of the locations shown with an "X" on Plan 1, 2 and 3 referring to:-



- 88.2.1. the proceedings;
- 88.2.2. the fact that an injunction is now in place covering the relevant airport;
- 88.2.3. the fact that the court documents:-
- (a) may be viewed on the relevant website (and providing the relevant URL);and
  - (b) the fact that copies of the court documents may be obtained from the Claimants' solicitors and providing the relevant contact details;
- 88.3. sending an email message to [info@juststopoil.org](mailto:info@juststopoil.org) (the email address on the JSO website for general enquiries), [juststopoil@protonmail.com](mailto:juststopoil@protonmail.com), [juststopoilpress@protonmail.com](mailto:juststopoilpress@protonmail.com) and [enquiries@extinctionrebellion.co.uk](mailto:enquiries@extinctionrebellion.co.uk) providing the same information as that contained in the warning notice; and
- 88.4. affixing a copy of the sealed Order in each of the locations shown with an "X" on Plans 1 - 3.
89. Draft warning notices for each of the Airports for the Court's approval will be available at the hearing of the Claimants' application.
90. By taking these steps, the Claimants believe the proceedings, the application notice and the Order will come to the attention of Persons Unknown. I refer above to the claims on which Eversheds Sutherland has previously worked involving JSO. On each of these occasions, the same or substantially the same steps as those referred to above were adopted. Individuals attended some of those hearings which I respectfully suggest demonstrates that those steps are an effective method of giving notice. I believe that the inboxes for the JSO email addresses are actively reviewed.
91. Paragraphs 8 and 9 of the Order at "**AW26**" (which records the injunction granted in favour of London City Airport) and paragraphs 5 and 6 of the Orders at "**AW27**" (which records the injunction granted in favour of Manchester Airport, Stansted Airport and East Midlands Airport) and paragraphs 8 and 9 of the Orders at "**AW28**" (which records the injunction granted in favour of Heathrow Airport) required the claimants in those cases to take the same or materially the same steps as those set out above.

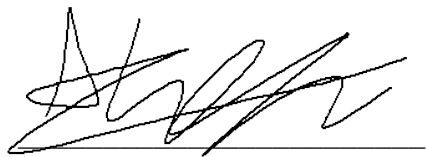


**Statement of truth**

I believe that the facts stated in this Witness Statement and Exhibits 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 make this statement on the Claimants’ behalf.



Alexander James Wright

16 July 2024



IN THE HIGH COURT OF JUSTICE  
KING’S BENCH DIVISION  
B E T W E E N

- (1) LEEDS BRADFORD AIRPORT LIMITED
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED
- (4) NIAL SERVICES LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LONDON LUTON AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT NEWCASTLE INTERNATIONAL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

AW1

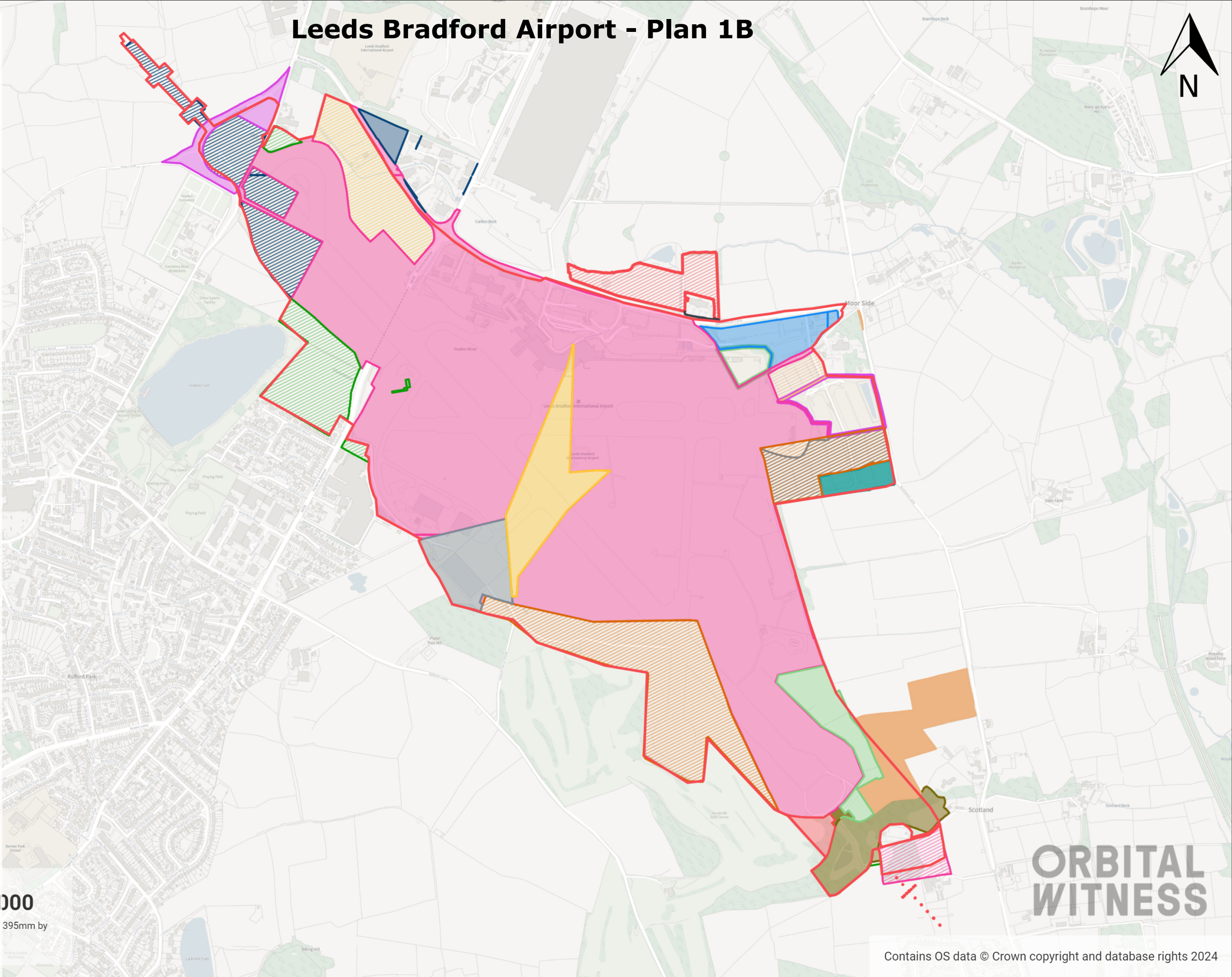
This is the exhibit marked “AW1” in the witness statement of Alexander James Wright.



# Leeds Bradford Airport - Plan 1B



- WYK232726
- WYK269721
- WYK275282
- WYK461796
- WYK500833
- WYK500834
- WYK501284
- WYK512407
- WYK547070
- WYK547071
- WYK570873
- WYK574741
- WYK624715
- WYK657177
- WYK657178
- WYK657180
- WYK698270
- WYK698436
- WYK706576
- WYK775942
- WYK723309
- WYK806314
- WYK831477
- WYK857105
- WYK857106
- WYK395678



ORBITAL  
WITNESS

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IN THE HIGH COURT OF JUSTICE  
KING’S BENCH DIVISION  
B E T W E E N

- (1) LEEDS BRADFORD AIRPORT LIMITED
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED
- (4) NIAL SERVICES LIMITED

Claimants

-and-







- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
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Defendants

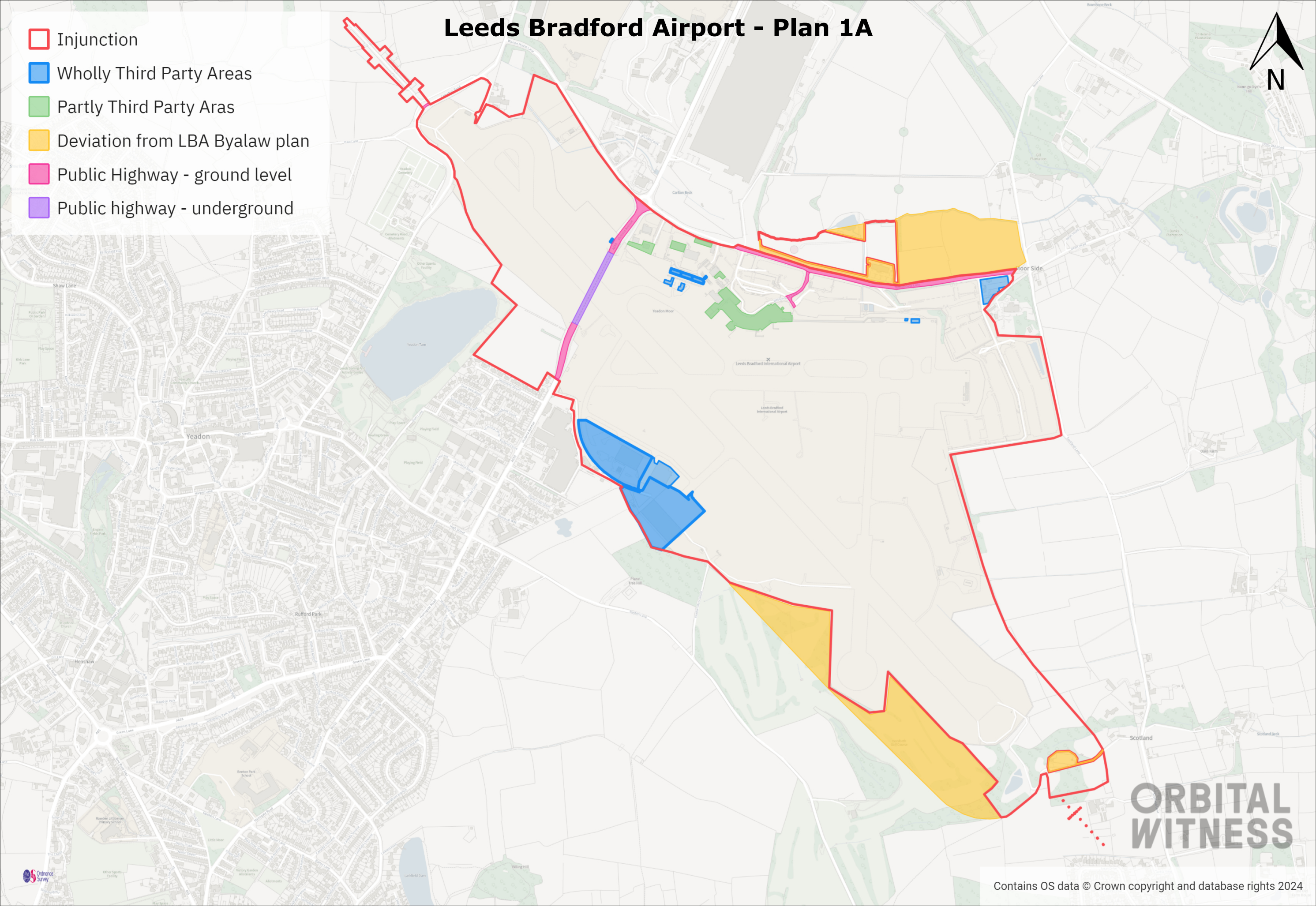
AW2

This is the exhibit marked “AW2” in the witness statement of Alexander James Wright.



-  Injunction
-  Wholly Third Party Areas
-  Partly Third Party Areas
-  Deviation from LBA Byalaw plan
-  Public Highway - ground level
-  Public highway - underground

# Leeds Bradford Airport - Plan 1A



**ORBITAL  
WITNESS**

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IN THE HIGH COURT OF JUSTICE  
KING’S BENCH DIVISION  
B E T W E E N

- (1) LEEDS BRADFORD AIRPORT LIMITED
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED
- (4) NIAL SERVICES LIMITED

Claimants

-and-

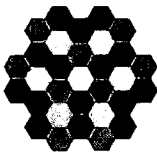
- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
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Defendants

AW3

This is the exhibit marked “AW3” in the witness statement of Alexander James Wright.





Official copy  
of register of  
title

Title number WYK232726

Edition date 20.08.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:43.
- 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 15 Jul 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (08.07.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the West of Scotland Lane, Horsforth.
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 22 May 1981 referred to in the Charges Register.
- 3 The Conveyance dated 22 May 1981 referred to above contains provisions as to light or air and boundary structures.
- 4 The site of a Wall between the points marked A-B in blue on the filed plan added to title on 29 December 1982.
- 5 The land has the benefit of the following rights granted by a Conveyance thereof and other land dated 10 December 1982 made between (1) John Parker and Lilian Parker (Vendors) and (2) City of Bradford Metropolitan Council (Council):-

"FOR the consideration aforesaid the Vendors also as beneficial owners hereby grant unto the Council full right and liberty for the Council and its successors in title the owners occupiers and operators for the time being of the Airport and the respective servants and licensees of such persons to erect lay and maintain repair replace and renew from time to time within that part of the land of the Vendors which is shown coloured blue on the attached plan (hereinafter called "the blue land") lights lighting poles stays and cables for the purposes of the Airport and any other apparatus which is intended to facilitate the approach of aircraft to or the navigation of aircraft in the vicinity of the airport (all or any of which items are hereinafter called "the apparatus" together with the right to enter from time to time upon the blue land with or without vehicles or workmen for the purpose of erecting laying maintaining repairing replacing and renewing the apparatus AND the right to cross the adjoining or neighbouring property of the Vendors for such purposes PROVIDED THAT the Council shall at its own expense make good any damage caused to the property of the Vendors arising out of the exercise of such rights and PROVIDED ALSO that the Council shall comply with the provisions of clause 3 and 5 below.



A: Property Register continued

3. The Council shall not (a) erect any building on the blue land or any part of it or (b) materially alter the level of the surface of the blue land or any part of it.

.....  
..

5. The wall or fence between the points marked C-D on the attached plan shall be the property of the Council and the Council shall have the right at any time and from time to time to remove all or part of the same and to provide a gateway and gate anywhere between the said points PROVIDED THAT (a) in carrying out any such works the Council or its successors in title shall take such precautions as are respectively necessary to ensure that livestock on the blue land are prevented from straying on to the green land and (b) the principal means of vehicular access for the Council and its successors in title to the blue land shall be directly from the green land and access shall only be gained to the blue land over the other property of the Vendors in case of emergency or in the event of the size or type of equipment being such as to render it not reasonably practicable to take such equipment across the green land.

6. The rights hereby granted to the Council shall be treated as appurtenant not only to the land hereby conveyed and to the green land but also to the whole of the airport."

NOTE: Copy plan filed.

6 (12.08.2002) A Transfer of the land in this title and other land dated 12 July 2001 made between (1) City of Bradford Metropolitan District Council (Transferor) and (2) Leeds Bradford International Airport Limited (Transferee) contains the following provision:-

The Transferor and Transferee agree and declare that:

13.1.1. the Transferee and any lessee of the Transferee shall not be entitled to and shall not by prescription or other means acquire any right to the access of light or air to any building at any time built on the Property which will restrict or interfere with the free use of any adjoining or neighbouring land of the Transferor for building or any other purposes."

7 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

- 1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
- 2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
- 3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to.



## A: Property Register continued

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road.

NOTE 3: Copy Transfer filed under WYK838790.

- 8 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

## 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 (12.08.2002) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds, LS19 7TU.
- 2 (29.12.1982) RESTRICTION: Except under an Order of the registrar no disposition by the proprietor of the site of the wall between points marked A-B in blue on the filed plan is to be registered without the consent of West Yorkshire Metropolitan County Council.
- 3 (12.08.2002) The price stated to have been paid on 12 July 2001 for the land in this title and in and in titles WYK698270, WYK286303 and WYK275282 was £20,000.
- 4 (12.08.2002) 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 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 6 (20.08.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 A Conveyance of the land in this title dated 22 May 1981 made between (1) Yorkshire Water Authority and (2) City of Bradford Metropolitan Council contains restrictive covenants.
- NOTE: Original filed.
- 2 The site of the wall between points A-B in blue on the filed plan is not affected by the Conveyance dated 22 May 1981 referred to above.
- 3 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.
- NOTE: Charge reference WYK232726.
- 4 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No.



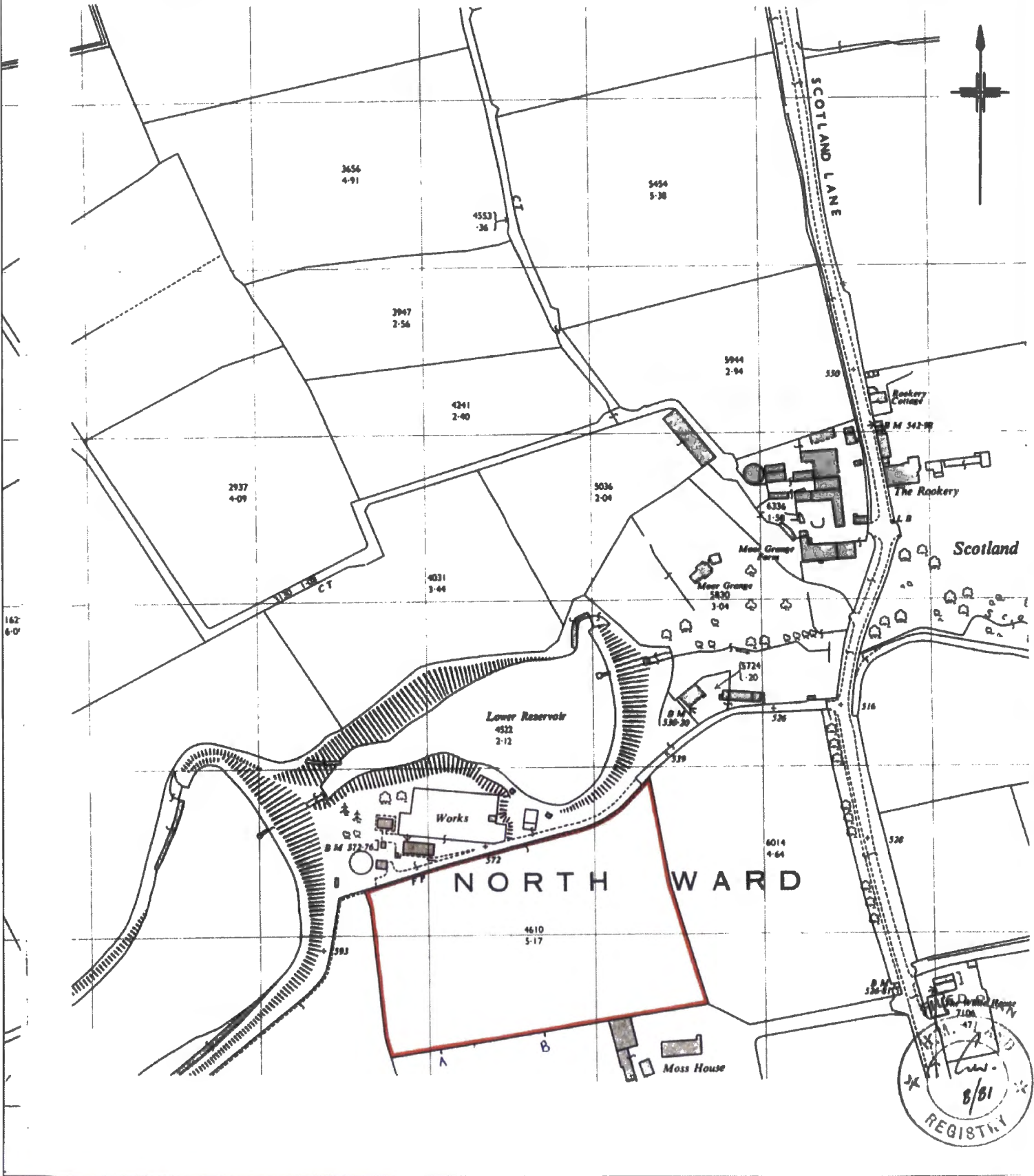
## C: Charges Register continued

- 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings,  
London Wall, London EC2M 5PG.
- 5 (15.02.2019) The proprietor of the Charge dated 25 January 2019  
referred to above is under an obligation to make further advances.  
These advances will have priority to the extent afforded by section  
49(3) Land Registration Act 2002.
- 6 (20.08.2021) REGISTERED CHARGE dated 29 June 2021 affecting also title  
WYK286303.
- 7 (20.08.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No.  
10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings,  
London EC2M 5PG.
- 8 (20.08.2021) The proprietor of the Charge dated 29 June 2021 referred  
to above is under an obligation to make further advances. These  
advances will have priority to the extent afforded by section 49(3)  
Land Registration Act 2002.

End of register

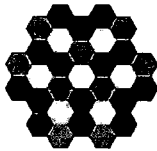


H.M. LAND REGISTRY		TITLE NUMBER	
		WYK 232726	
ORDNANCE SURVEY PLAN REFERENCE	SE 23 40	SECTION	Scale 1/2500
COUNTY	WEST YORKSHIRE	DISTRICT	LEEDS
			© Crown copyright 1981



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Official copy  
of register of  
title

Title number WYK269721

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:44.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (25.10.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the west of Scotland Lane, Horsforth.
- 2 (31.03.1999) A Transfer of the land in this title and other land dated 9 March 1999 made between (1) City of Bradford Metropolitan District Council (Transferor) and (2) Leeds Bradford International Airport Limited (Transferee) contains the following provision:-

"The Transferee and any lessee of the Transferee is not to be entitled to and is not by prescription or other means to acquire any right to the access of light or air to any building at any time built on the Property which will restrict or interfere with the free use of any adjoining or neighbouring lands of the Transferor for building or any other purposes."

- 3 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2. Make good as soon as reasonably practicable all damage caused to the



A: Property Register continued

Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and

3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to.

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road.

NOTE 3: Copy Transfer filed under WYK838790.

- 4 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 (31.03.1999) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds, LS19 7TU.
- 2 (31.03.1999) 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.
- 3 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 4 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 The land in this title is with other land unknown subject to a perpetual yearly rent charge of £10 payable to the Trustees of the trust known as Laytons Trust created by a Deed of unknown dated and parties mentioned in a Conveyance dated 16 April 1929 and made between (1) Beatrice Marianne Craven (2) The Reverend Frederick William Hamilton Guttridge and Thomas Arthur Riley and (3) The Urban District Council of Horsforth.

NOTE 1: No other particulars of the rentcharge were supplied on first registration

NOTE 2: Copy filed.



## C: Charges Register continued

- 2 The Conveyance dated 16 April 1929 referred to above contains covenants.
- 3 A Conveyance of the land in this title dated 28 September 1982 made between (1) Leeds City Council and (2) City of Bradford Metropolitan Council contains restrictive covenants.
- NOTE: Copy filed.*
- 4 The land is subject to the rights reserved by the Conveyance dated 28 September 1982 referred to above.
- 5 The land is subject to the following rights granted upon the vesting of land lying to the north of the land in this title in Leeds Bradford Airport Limited by virtue of the Leeds Bradford Airport Limited Transfer Scheme which came into force on 1 April 1987:-
- "The rights of Bradford and Leeds Councils set out in the First Schedule hereto

### THE FIRST SCHEDULE

1. The right to erect lay use maintain repair replace and renew in and upon the pieces of land shown coloured yellow on the plan marked "Plan B" annexed hereto such lights lighting poles stays and cables as are or shall be required for the purposes of the said airport and any other apparatus intended to facilitate the approach or departure of aircraft to or from the said airport or the navigation of aircraft in the vicinity thereof.

2. The right from time to time to enter upon the said lands coloured yellow with or without vehicles workmen equipment and materials for the purpose only of erecting laying maintaining repairing replacing and renewing the said lights lighting poles stays cables and other apparatus but for no other purpose whatsoever".

NOTE: The land in this title forms parts of the land coloured yellow referred to.

- 6 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.

- 7 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 8 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 9 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

NOTE: Charge reference WYK698436.

- 10 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

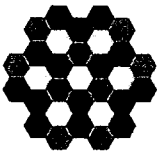
- 11 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register









Official copy  
of register of  
title

Title number WYK275282

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:44.
- This date must be quoted as the "search from date" in any official search application based on this copy.
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- Issued on 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

1 (29.12.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the South West of Scotland Lane, Horsforth.

2 (12.08.2002) A Transfer of the land in this title and other land dated 12 July 2001 made between (1) City of Bradford Metropolitan District Council (Transferor) and (2) Leeds Bradford International Airport Limited (Transferee) contains the following provision:-

The Transferor and Transferee agree and declare that:

13.1.1. the Transferee and any lessee of the Transferee shall not be entitled to and shall not by prescription or other means acquire any right to the access of light or air to any building at any time built on the Property which will restrict or interfere with the free use of any adjoining or neighbouring land of the Transferor for building or any other purposes."

3 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.



A: Property Register continued

2.

Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3.

Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."
- NOTE 1:

The land in this title forms part of the Airport Land referred to.
- NOTE 2:

The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road.
- NOTE 3:

Copy Transfer filed under WYK838790.
- 4

(11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.
- NOTE:

Copy filed under WYK382769.

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

(12.08.2002) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds, LS19 7TU.
- 2

(12.08.2002) The price stated to have been paid on 12 July 2001 for the land in this title and in andin titles WYK698270, WYK286303 and WYK232726 was £20,000.
- 3

(15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 4

(09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1

The land is subject to the following rights granted upon the vesting of land lying to the north of the land in this title in Leeds Bradford Airport Limited by virtue of The Leeds Bradford Airport Limited Transfer Scheme which came into force on 1 April 1987:-
- "The rights of Bradford and Leeds Councils set out in the First Schedule hereto

THE FIRST SCHEDULE

1.

The right to erect lay use maintain repair replace and renew in and



C: Charges Register continued

upon the pieces of land shown coloured yellow on the plan marked "Plan B" annexed hereto such lights lighting poles stays and cables as are or shall be required for the purposes of the said airport and any other apparatus intended to facilitate the approach or departure of aircraft to or from the said airport or the navigation of aircraft in the vicinity thereof.

2. The right from time to time to enter upon the said lands coloured yellow with or without vehicles workmen equipment and materials for the purpose only of erecting laying maintaining repairing replacing and renewing the said lights lighting poles stays cables and other apparatus but for no other purpose whatsoever."

NOTE: The land in this title forms part of the land coloured yellow referred to.

- 2 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.

- 3 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 4 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 5 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

NOTE: Charge reference WYK698436.

- 6 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

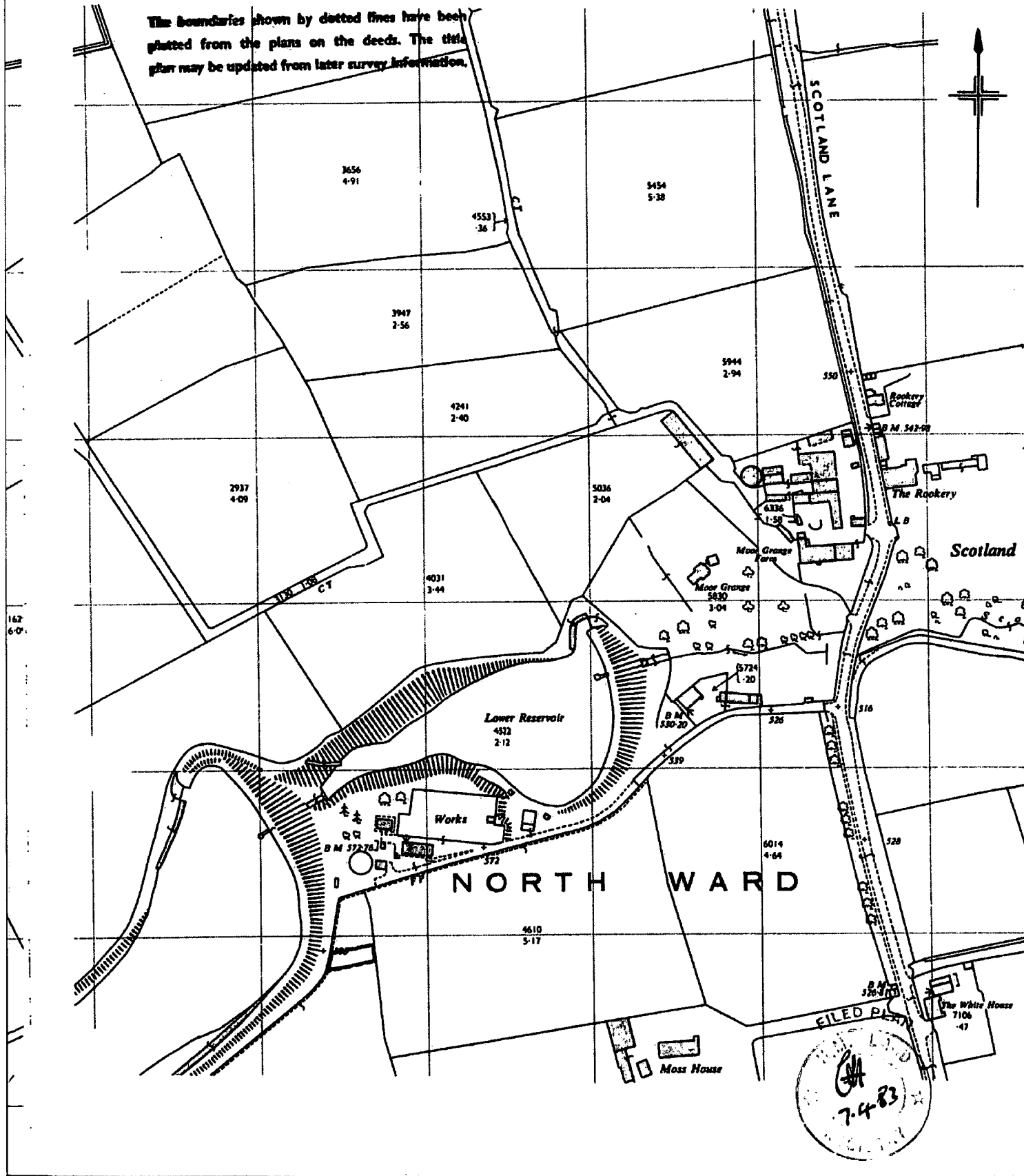
- 7 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



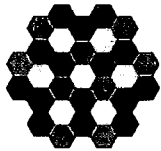
<b>H.M. LAND REGISTRY</b>		<b>TITLE NUMBER</b>	
		<b>WYK 275282</b>	
<b>ORDNANCE SURVEY PLAN REFERENCE</b>	<b>SE 23 40</b>	<b>SECTION</b>	<b>Scale 1/2500</b>
<b>COUNTY WEST YORKSHIRE</b>		<b>DISTRICT LEEDS</b>	
© Crown copyright 1981			

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information.



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Official copy  
of register of  
title

Title number WYK395678

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:09:03.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the North East and South West sides of Warren House Lane and on the North West and South East sides and lying to the North West of Cemetary Road, Yeadon.
- 2 A Conveyance of the land tinted pink on the filed plan and other land dated 22 September 1982 made between (1) James Ellis Brown (Vendor) and (2) The City of Bradford Metropolitan Council contains the following provision:-

"IT IS HEREBY AGREED and declared that the Vendor and his successors in title may at all times hereafter enter upon the property hereby conveyed for the sole purpose of maintaining repairing or re-building any boundary wall erected between the points marked A and B on the attached plan PROVIDED THAT in so doing the Vendor or his successors in title shall not bring on to the said property any machinery or vehicles except such as may have been previously approved in writing by the Council or its successors in title and shall not do anything which might interfere with or be prejudicial to the safety of aircraft or endanger the stability of any security fencing which might be erected by the Council or its successors in title

NOTE: Copy plan filed under WYK269719.

- 3 The land in this title forms part of the land comprised in The Leeds Bradford Airport Limited Transfer Scheme which came into operation on 1 April 1987 and upon the vesting of the land in Leeds Bradford Airport Limited the following rights were granted:-

"The rights of Bradford and Leeds Councils set out in the First Schedule hereto

THE FIRST SCHEDULE

1. The right to erect lay use maintain repair replace and renew in and upon the pieces of land shown coloured yellow on the plan marked "Plan B" annexed hereto such lights lighting poles stays and cables as are or shall be required for the purposes of the said airport and any other apparatus intended to facilitate the approach or departure of aircraft



## A: Property Register continued

to or from the said airport or the navigation of aircraft in the vicinity thereof

2. The right from time to time to enter upon the said lands coloured yellow with or without vehicles workmen equipment and materials for the purpose only of erecting laying maintaining repairing replacing and renewing the said lights lighting poles stays cables and other apparatus but for no other purpose whatsoever.

3. The right to keep maintain repair replace or renew in and upon the strip of land shown coloured brown on the plan marked "Plan B" annexed hereto the existing screen or hedge of trees or shrubs or any replacement thereof of a similar type designed or intended to protect the dwellinghouses lying immediately to the South of such strip of land from the affect of any lighting situate on the adjoining land and in use for the purpose of the said airport.

4. The right from time to time to enter upon the land shown hatched blue and in part coloured yellow on the plan marked "Plan B" annexed hereto with or without vehicles workmen equipment and materials for the purpose only of maintaining repairing replacing renewing planting removing cutting or pruning any trees shrubs or other vegetation situate in or upon the said strip of land coloured brown but for no other purpose whatsoever."

*NOTE: Copy plan filed.*

- 4 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

### Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.

2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and

3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road

*NOTE 3: Copy Transfer filed under WYK838790.*

- 5 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

*NOTE: Copy filed under WYK382769.*



## 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 (10.08.1987) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds LS19 7TU.
- 2 (08.06.2007) RESTRICTION: No disposition 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 on behalf of the registered proprietor or other party affecting the disposition by its conveyancer that the terms of the Overage Agreement dated 2 May 2007 have been complied with.
- 3 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 4 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 The land tinted blue on the filed plan is subject to the rights and covenants contained in a Licence dated 6 March 1947 made between (1) Ernest Winton Stuart and (2) The Yeadon Waterworks Company.  
*NOTE: Original filed.*
- 2 (08.06.2007) A Deed dated 2 May 2007 made between (1) Leeds Bradford International Airport Limited and (2) Leeds City Council and Bradford Metropolitan District Council contains restrictive covenants.  
*NOTE: Copy filed.*
- 3 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.  
*NOTE: Charge reference WYK232726.*
- 4 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 5 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 6 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.  
*NOTE: Charge reference WYK698436.*
- 7 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 8 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These



Title number WYK395678

C: Charges Register continued

advances will have priority to the extent afforded by section 49(3)  
Land Registration Act 2002.

End of register



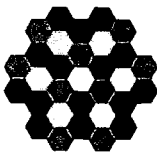
H.M. LAND REGISTRY		TITLE NUMBER	
		WYK 395678	
ORDNANCE SURVEY PLAN REFERENCE	SE 2141 SE 2142	SECTION	Scale 1/2500
COUNTY WEST YORKSHIRE		DISTRICT LEEDS	© Crown copyright 1988





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Official copy  
of register of  
title

Title number WYK461796    Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:44.
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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1        (07.02.1990) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the North side of Whitehouse Lane, Yeadon.
- 2        (07.02.1990) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance which included the land in this title dated 8 December 1989 made between (1) City of Bradford Metropolitan Council and Leeds City Council (the Council) and (2) Mount Charlotte Hotels Limited (Purchaser):-

Together also with the rights set out in the First Schedule hereto but subject to the rights of Leeds Bradford Airport Limited to discharge all surface water from the whole of the Airport through the culvert situate on the property and thence into the balancing reservoir belonging to the Councils

There are excepted and reserved in fee simple to the Councils and their successors in title and assigns servants or Licensees and all others to whom the councils shall grant such rights the owners or occupiers for the time being of all or any part or parts of the other lands adjoining or near to the property and which are shown on plan annexed hereto and thereon edged round with a yellow outline the rights set out in the Third Schedule hereto.

THE FIRST SCHEDULE before referred to  
(details of rights granted to the Purchaser)

(a) The right to drain into the Councils balancing reservoir adjoining the property all surface water drainage from the development the Purchaser being responsible for the construction laying and all other works necessary to take such drainage into the Councils land and to re-instate the said land to the Councils reasonable satisfaction such works being carried out in accordance with all statutory consents and approvals previously obtained and in accordance with the scheme previously approved by the Councils Agent such approval not to be unreasonably withheld.



A: Property Register continued

(b) The right to construct a roadway over the land washed green on plan 1 annexed hereto now or at any time within the period of eighty years from the date hereof (which period shall be the perpetuity period applicable hereto and hereafter called "the perpetuity period") to provide access to the Property and a right of way over such roadway with or without vehicles at all times and for all purposes in connection with the use and enjoyment of the property Provided always that if the position of the access to the property as shown on plan 3 shall not be acceptable to the local or other appropriate authority then the position of such access shall be such as may be agreed between such authority and the Purchaser.

(c) The right to enter upon the land washed green on plan 1 now or at any time within the perpetuity period to construct lay connect into and use all services (hereinafter called "the services") which expression shall include all drains sewers pipes conduits electricity and telephone cables gas pipes and all other conducting media of whatever nature the Purchaser making good all damage caused to the reasonable satisfaction of the Councils.

(d) The right to enter upon the land washed green on plan 1 to repair replace and maintain the said roadway and the services or any of them the Purchaser making good all damage caused to the reasonable satisfaction of the Councils.

(e) The right to place signs at any points on the land washed green on plan 1 in accordance with planning consent previously obtained by the Purchaser."

.....  
..

THE THIRD SCHEDULE before referred to

(a) The right of full and free passage and running of water soil gas electricity and other services now or hereafter to be used and enjoyed from and to the said lands through any of the mains pipes sewers drains channels conduits and other similar apparatus or conducting media in over or under the property or within a period of eighty years from the date hereof to be laid or constructed in over or under the property.

(b) The right of the Councils and their successors in title and assigns as aforesaid to enter on the property with all plant and machinery to connect into or extend at the Councils expense any of the aforementioned services and mains pipes cables as aforementioned and all the apparatus subsequently laid by the Purchasers and their successors in title and assigns to lay and construct all necessary pipes cables sewers drains of sufficient dimensions capable of serving every present and future need of the said lands necessary to connect into the existing or future cables pipes aforementioned in under or over the property.

(c) Full and free right with vehicles and heavy machinery to enter upon the property adjoining the Councils balancing reservoir situate to the North of the property for the purposes of enlarging repairing reconstructing and maintaining the said balancing reservoir the Councils making good at their own expense all damage caused to the property in the execution of such works.

(d) A right of vehicular access at all times over the property from White House Lane aforesaid to gain access to and egress from the said balancing reservoir the position and line of such right of access to be as shown on plan 3 annexed hereto and in any event such access shall not exceed twenty feet in width.

(e) The right (together with others as aforesaid) to enter upon the property for the purposes of cleansing repairing maintaining or renewing any of the pipes cables drains sewers or other conducting media laid or constructed by the Councils or others causing as little damage as possible and making good the surface without unnecessary delay at the sole expense of the person or persons exercising the said right."



A: Property Register continued

NOTE 1: The land washed green on plan 1 referred to is tinted pink on the title plan

NOTE 2: All of the land which surrounds the land in this title falls within the yellow outline referred to

NOTE 3: Copy plan 3 filed.

3 (07.02.1990) The Conveyance dated 8 December 1989 referred to above contains the following provision:-

"Together with all fences situate along the boundaries of the property  
.....  
..

It is hereby agreed and declared that the purchaser shall not be entitled to any rights of access light or air which would restrict or interfere with the development of any adjoining or neighbouring land of the Councils for building or any other purpose."

4 (18.10.2004) 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.

5 (18.10.2004) The land has the benefit of the rights granted by but is subject to the rights reserved by the Deed of Release and Grant of Easements dated 31 August 2004 referred to in the Charges Register.

6 (18.10.2004) By the Deed of Release and Grant of Easements dated 31 August 2004 referred to in the Charges Register the rights contained in paragraph (b) and (d) in the First Schedule to the Conveyance dated 8 December 1989 referred to above were released.

7 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.

2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and

3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road

NOTE 3: Copy Transfer filed under WYK838790.

8 (26.07.2010) The land edged and numbered WYK923196 in green on the title plan has the benefit of the rights reserved by but is subject to the rights granted by the transfer dated 25 June 2010 referred to in



## A: Property Register continued

the Charges Register.

- 9 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

*NOTE: Copy filed under WYK382769.*

## 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 (15.10.1998) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds, LS19 7TU.
- 2 (26.07.2010) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of Clauses 12.5 and 12.6.1 of a Transfer dated 25 June 2010 made between (1) Leeds Bradford International Airport Limited and (2) Rochpion Properties (4) LLP have been complied with or that they do not apply to this disposition.

*NOTE: Copy Transfer filed under WYK923196.*

- 3 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 4 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 (07.02.1990) A Conveyance of the land tinted blue on the title plan and other land dated 27 September 1960 made between (1) The Minister of Aviation (Vendor) and (2) Leeds Corporation and Bradford Corporation (Purchasers) contains the following covenants:-

"The Purchasers hereby covenant with the Vendor to the intent that the burden of this covenant may run with and bind the property hereby conveyed into whosesoever hands the same may come and every part thereof and to the intent that the benefit thereof may be annexed to and run with the retained land and every part thereof as follows:

(a) that neither the property hereby conveyed nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the Vendor or other the owners or occupiers for the time being of the retained land or any part thereof but nothing herein contained shall prevent the use of the land hereby conveyed for purposes connected with the Leeds and Bradford Airport."

- 2 (18.10.2004) A Deed of Release and Grant of Easements dated 31 August



C: Charges Register continued

2004 made between (1) Leeds City Council and City of Bradford Metropolitan District Council and (2) Leeds Bradford International Airport Limited contains restrictive covenants.

NOTE: Copy Deed filed.

- 3 (05.02.2010) The parts of the land affected thereby are subject to the rights granted by a Lease dated 1 September 2004 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under WYK776511 .

- 4 (05.02.2010) 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.

- 5 (26.07.2010) A Transfer of the land edged and numbered WYK923196 in green on the title plan and other land land dated 25 June 2010 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Rochpion Properties (4) LLP (Transferee) contains Transferors restrictive covenants.

NOTE:-Copy filed under WYK923196.

- 6 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.

- 7 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 8 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 9 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

NOTE: Charge reference WYK698436.

- 10 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 11 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.10.2004 edged and numbered 1 in blue	site of a sub station lying to the north of White House Lane	01.09.2004 60 years from 1.9.2004	WYK776511
	NOTE: See entry in the Charges Register relating to the rights granted by this lease.			

End of register



**From:** Payne, Emma  
**Sent:** 15 July 2024 11:34  
**To:** Payne, Emma  
**Cc:** Allybokus, Nawaaz  
**Subject:** WYK461796

Title Plan to WYK461796 is not available.

Emma Payne | Paralegal | Corporate Claims | Eversheds Sutherland

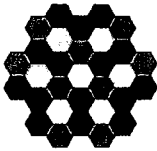
M: +44 7900 001 019

[Emma Payne | LinkedIn](#)

[www.eversheds-sutherland.com](http://www.eversheds-sutherland.com)

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Helping our clients, our people and our communities to thrive





Official copy  
of register of  
title

Title number WYK500833

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:49.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (28.11.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the West side of Scotland Lane, Horsforth.
- 2 The Conveyance dated 25 March 1958 referred to in the Charges Register contains the following provision:-  
  
"IT IS HEREBY AGREED AND DECLARED that the Purchasers shall not be entitled to any right of air light or otherwise which might prejudice the free use of the adjoining property of the Vendors and that any enjoyment had by the Purchasers inconsistent with the Vendors rights hereunder shall be deemed to be had by consent of the Vendors"
- 3 The Deed dated 18 October 1991 referred to in the Charges Register contains the following provision:-  
  
"IT IS HEREBY AGREED AND DECLARED that the Company and its successors in title shall not have or claim as against the Councils or either one of the Councils or any Purchaser from it or them respectively any right to air light way or other easements which might prejudice the free use of the adjoining adjacent or neighbouring property now or formerly of the Councils or any one of them or any part or parts thereof and all such rights are hereby expressly excluded and any enjoyment had by the Company inconsistent with the right granted to the Company hereunder shall be deemed to be had by consent of the Councils"
- 4 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-  
  
"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into



A: Property Register continued

any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

- 1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
- 2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
- 3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road

NOTE 3: Copy Transfer filed under WYK838790.

- 5 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 (28.11.1991) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire BD1 1HY.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 25 March 1958 made between (1) The County Council of The West Riding of Yorkshire (Vendors) and (2) The Leeds Corporation and The Bradford Corporation (Purchaser) contains the following covenants:-  
  
"THE Purchasers for the benefit and protection of the adjoining property retained by the Vendors or any part or parts thereof and so as to bind so far as may be the property hereby conveyed into whosoever hands the same hereby jointly and severally covenant with the Vendors



## C: Charges Register continued

that they the Purchasers and their successors in title will

(a) maintain the hedges and fences between the points marked "A-B-C-D" on the said plan in good and substantial repair and condition to the reasonable satisfaction of the Architect for the time being of the Vendors and

(b) not allow the servicing overhauling or parking of aircraft or (except in cases of emergency) allow aircraft either to land or to take off on any part of the property hereby conveyed situate between the blue line shown on the said plan and the boundary of the land retained by the Vendors indicated by the letters "A-B-C-D" on the said plan

*NOTE: Copy plan filed.*

- 2 A Deed including the land in this title and other land dated 18 October 1991 made between (1) Leeds City Council and City of Bradford Metropolitan Council (The Councils) and (2) Leeds Bradford Airport Limited (Company) contains the following covenants:-

"The Company for itself and its successors in title hereby covenants with the Councils and their respective successors in title for the benefit and protection of adjoining adjacent or neighbouring property now or formerly of the Council and each and every part thereof with the intent of binding the freehold property and each and every part thereof into whomsoever hands the same may come not to use the freehold property or any part or parts thereof for any purpose otherwise than for operational airport purposes AND the above covenants is expressed to be made and construed pursuant to Section 106 of the Town and Country Planning Act 1990"

- 3 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

*NOTE: Charge reference WYK232726.*

- 4 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 5 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 6 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

*NOTE: Charge reference WYK698436.*

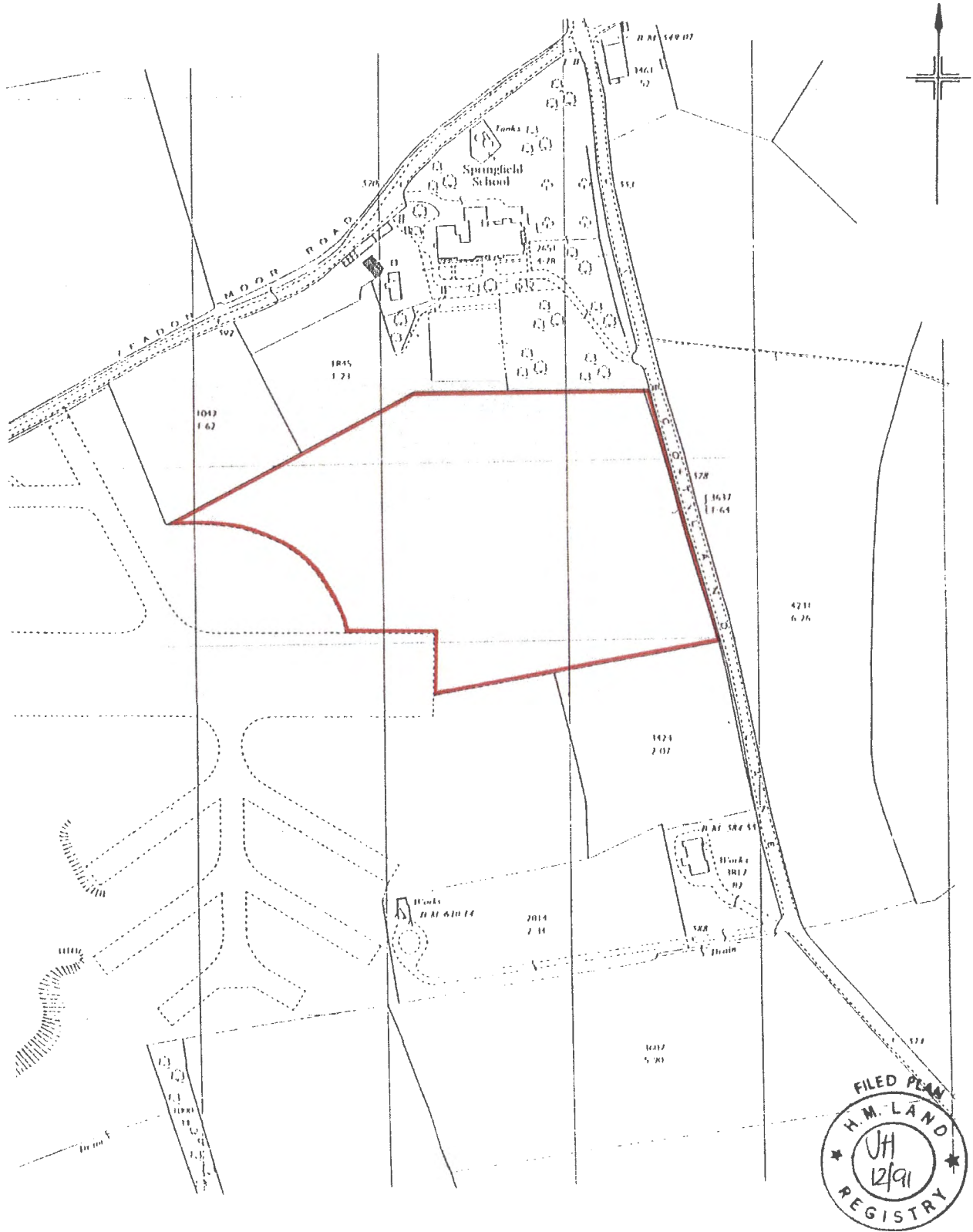
- 7 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 8 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

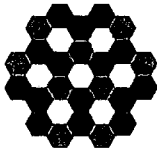


H.M. LAND REGISTRY		TITLE NUMBER	
		WYK500833	
ORDNANCE SURVEY PLAN REFERENCE	SE 2341	SECTION	Scale 1/2500
COUNTY WEST YORKSHIRE	DISTRICT LEEDS	© Crown copyright 1989	



This official copy is incomplete without the preceding notes page.





Official copy  
of register of  
title

Title number WYK500834    Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:47.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1        (28.11.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the West side of Scotland Lane, Horsforth.
- 2        (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road



A: Property Register continued

NOTE 3: Copy Transfer filed under WYK838790.

- 3 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 (28.11.1991) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire, BD1 1HY.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 By a Transfer of the land in this title dated 25 October 1991 made between (1) Yorkshire Water Services Limited and (2) Leeds Bradford Airport Limited the land was conveyed subject as follows:-  
  
"SUBJECT to the rights of the Yorkshire Electricity Group plc in respect of existing electricity supply apparatus on in under or over the property"
- 2 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.  
  
NOTE: Charge reference WYK232726.
- 3 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 4 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 5 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.  
  
NOTE: Charge reference WYK698436.
- 6 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 7 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred



Title number WYK500834

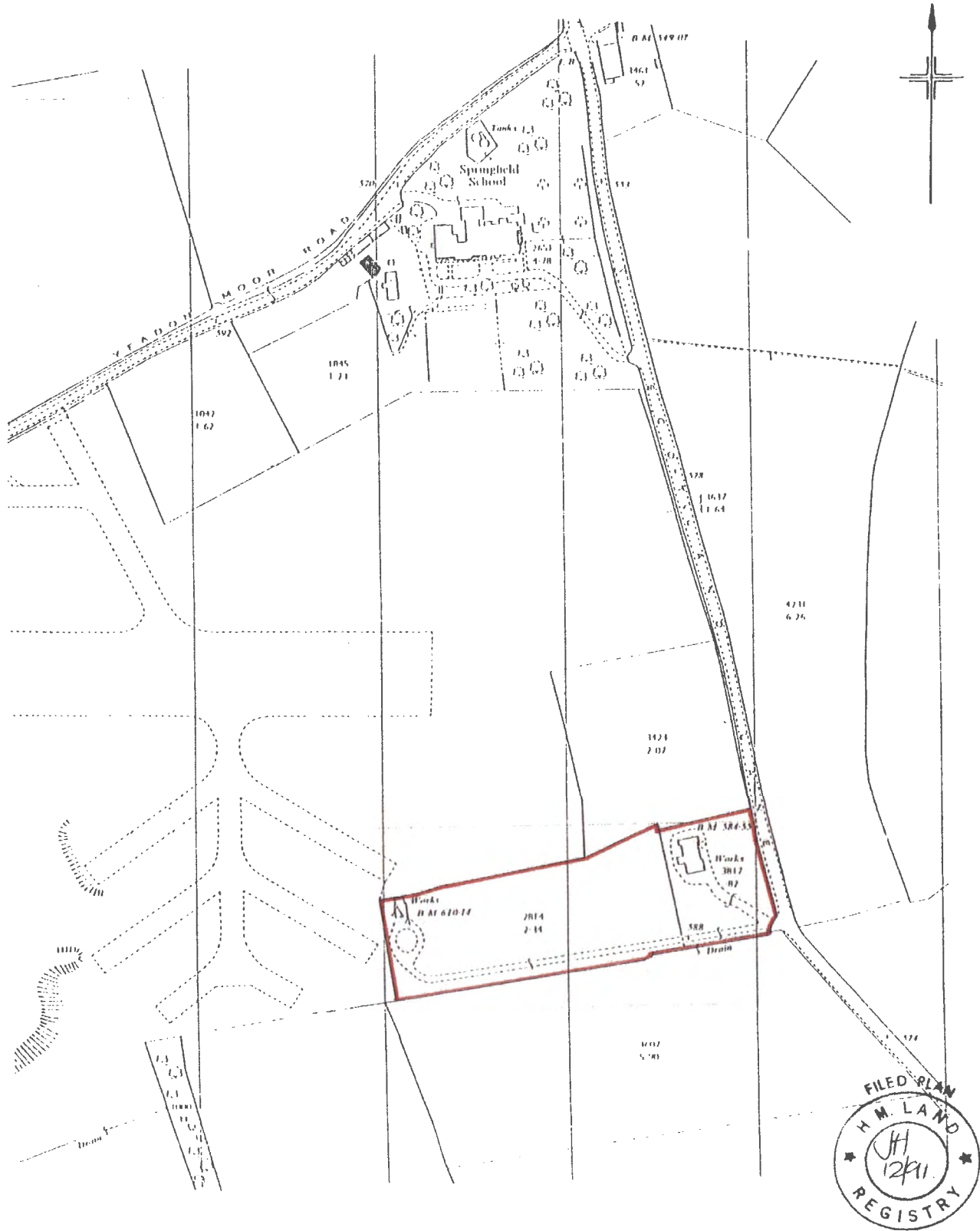
C: Charges Register continued

to above is under an obligation to make further advances. These  
advances will have priority to the extent afforded by section 49(3)  
Land Registration Act 2002.

End of register

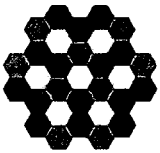


H.M. LAND REGISTRY		TITLE NUMBER	
		WYK500834	
ORDNANCE SURVEY PLAN REFERENCE	SE 2341	SECTION	Scale 1/2500
COUNTY WEST YORKSHIRE		DISTRICT LEEDS	© Crown copyright 1989



This official copy is incomplete without the preceding notes page.





Official copy  
of register of  
title

Title number WYK501284

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:47.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST YORKSHIRE : LEEDS

1 (09.12.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the West side of Scotland Lane, Horsforth.

2 (09.12.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 14 March 1973  
Term : 70 years from 1 July 1965  
Rent : £125  
Parties : (1) The Leeds Corporation  
(2) The Bradford Corporation

NOTE: The lease comprises also other land

3 A Deed affecting the land in this title and other land dated 18 October 1991 made between Leeds Bradford Airport Limited contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the Company and its successors in title shall not have or claim as against the Councils or either one of the Councils or any purchaser from it or them respectively any right to air light way or other easements which might prejudice the free use of the adjoining adjacent or neighbouring property now or formerly of the Councils or any one of them or any part or parts thereof and all such rights are hereby expressly excluded and any enjoyment had by the Company inconsistent with the right granted to the Company hereunder shall be deemed to be had by consent of the Councils"

4 By the Deed dated 18 October 1991 referred to above the rent reserved by the Lease was informally apportioned as to £21.80 to the land in this title.

5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.



A: Property Register continued

6 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

- 1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
- 2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
- 3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road

NOTE 3: Copy Transfer filed under WYK838790.

7 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 good leasehold

- 1 (09.12.1991) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire BD1 1HY.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.



# C: Charges Register

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

- 1

(15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.
- 2

(15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 3

(15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 4

(09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

NOTE: Charge reference WYK698436.
- 5

(09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 6

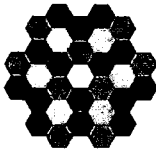
(09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register









Official copy  
of register of  
title

Title number WYK512407

Edition date 12.03.2024

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:50.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (14.07.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land forming part of Leeds Bradford International Airport, Leeds.
- 2 (14.07.1992) The mines and minerals are excepted.
- 3 (14.07.1992) The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 30 March 1992 referred to in the Charges Register.
- 4 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

- 1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
- 2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
- 3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."



A: Property Register continued

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road

NOTE 3: Copy Transfer filed under WYK838790.

- 5 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 (14.07.1992) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire BD1 1HY.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (14.07.1992) A Transfer of the land in this title dated 30 March 1992 made between (1) Leeds Bradford Airport Limited (Transferee) and (2) Leeds City Council and City of Bradford Metropolitan Council (Transferor) contains restrictive covenants.  
  
NOTE: Original filed.
- 2 (08.06.2007) A Deed dated 2 May 2007 made between (1) Leeds Bradford International Airport Limited and (2) Leeds City Council and Bradford Metropolitan District Council contains restrictive covenants.  
  
NOTE: Copy filed under WYK395678.
- 3 (25.10.2010) 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.
- 4 (25.10.2010) The land is subject to the easements granted by a Lease dated 8 November 2005 of Low Fare Finder House, Leeds Bradford International Airport to Jet2.com Limited for a term from 8 November 2005 until 7 November 2023.

NOTE 1: The above Lease was varied by a Deed of Variation dated 1 September 2010 made between (1) Leeds Bradford International Airport limited and (2) Jet2.com Limited.



## C: Charges Register continued

*NOTE 2: Copy Lease filed under WYK809358. Copy Deed of Variation filed under WYK926964.*

- 5 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 to Jet2.com Limited of Corridor 'C' in the Terminal Building at Leeds Bradford International Airport for a term from the 1 September 2010 until and including the 31 December 2021.

*NOTE: Copy Lease filed under WYK926965.*

- 6 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Low Fare Finder House at Leeds Bradford International Airport to Jet2.com Limited for a term of 6 months from 8 November 2023 until 7 May 2024.

*NOTE 1: This is a reversionary Lease.*

*NOTE 2: Copy Lease filed under WYK926964.*

- 7 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Low Fare Finder House 2 at Leeds Bradford International Airport to Jet2.com Limited for a term commencing on 1 September 2010 and expiring on 7 May 2024.

*NOTE: Copy Lease filed under WYK926966.*

- 8 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Garage No 7 at Leeds Bradford International Airport to Jet2.com Limited for a term from 1 September 2010 until and including 31 December 2021.

*NOTE: Copy Lease filed under title WYK926967.*

- 9 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Unit 8, Wharfedale Walk, Leeds Bradford International Airport to Jet2.com Limited for a term of 5 years from and including the 1 September 2010.

*NOTE: Copy Lease filed under WYK657177.*

- 10 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Wensleydale House at Leeds Bradford International Airport to Jet2.com Limited for a term of 5 years from and including the 1 September 2010.

*NOTE: Copy Lease filed under WYK657177.*

- 11 (24.02.2014) UNILATERAL NOTICE affecting Engineering Premises adjacent to Stand 17, Leeds Bradford International Airport in respect of a Lease dated 22 August 2013 made between (1) Leeds Bradford International Airport Limited and (2) Monarch Aircraft Engineering Limited for a period commencing on the 29 April 2013 and expiring on the 31 March 2020.

*NOTE: Copy filed.*

- 12 (24.02.2014) BENEFICIARY: Monarch Aircraft Engineering Limited of Prospect House, Prospect Way, London Luton Airport, Luton, Bedfordshire LU2 9NU.

- 13 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

*NOTE: Charge reference WYK232726.*

- 14 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 15 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 16 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.



C: Charges Register continued

NOTE: Charge reference WYK698436.

- 17

(09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 18

(09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

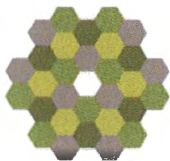
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	12.03.2024 edged and numbered 1 in blue	Engineering premises	09.11.2023 from 09.11.2023 to 30.06.2028	

End of register

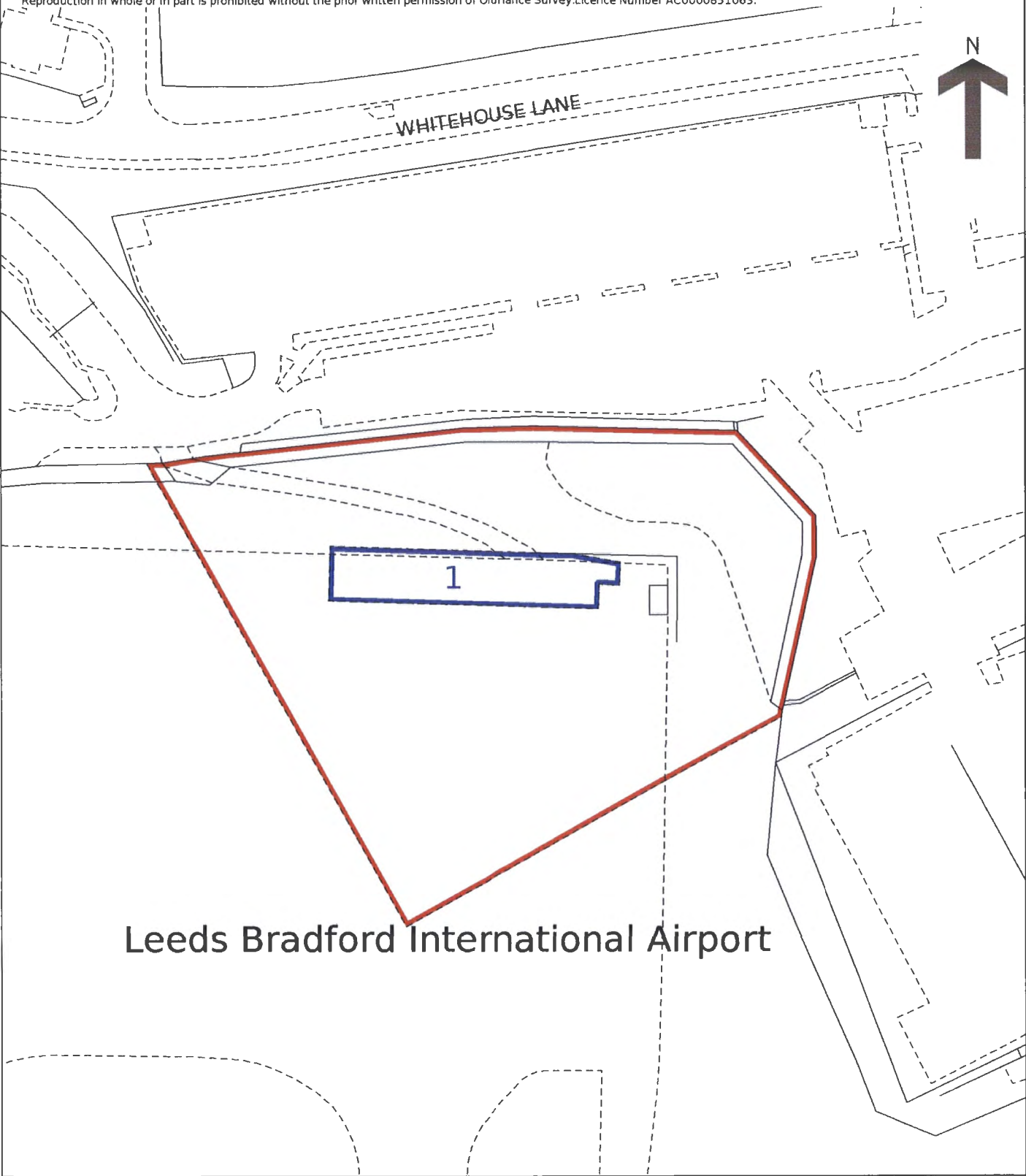


HM Land Registry  
Official copy of  
title plan

Title number **WYK512407**  
Ordnance Survey map reference **SE2241NE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Yorkshire : Leeds**

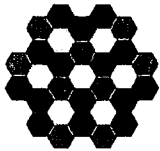


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This official copy is incomplete without the preceding notes page.





Official copy  
of register of  
title

Title number WYK547070

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:50.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (23.02.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Springfield School, Scotland Lane, Horsforth.
- 2 (23.02.1994) The land has the benefit of the rights granted by but is subject as mentioned in a Conveyance of the land in this title and other land dated 27 December 1889 made between (1) Enoch Hardwick and Thomas Harrison and (2) Edwin Ison in the following terms:-

TOGETHER with the appurtenances and particularly the right to such a supply of water for the above mentioned messuages or any two similar messuages which may be substituted therefor from the trough or well known as the "Coldwell" situate on other land late of the said Enoch Hardwick and Thomas Harrison as such Trustees as aforesaid but by them sold at the above mentioned Auction and since conveyed to John Brown and forming Lot 7 on the said sale plan as shall naturally flow through the pipe running from such trough or well in the direction when on the said sale plan to a point marked B on such plan and situate on other land also sold and conveyed to the said John Brown and forming lot 6 on the said sale plan and from such last mentioned point to the above mentioned messuages as shewn on the said sale plan but subject to the prior rights of the said John Brown or other the owner or owners for the time being of the said Lots 6 and 7 hereinafter mentioned and (by way of grant and not by way of exception) the further right in common with the said Enoch Hardwick and Thomas Harrison their heirs or assigns owner or owners for the time being of other property belonging to the said Enoch Hardwick and Thomas Harrison as such trustees as aforesaid and forming Lot 9 on the said sale plan to enter at all times at reasonable hours upon the said lands forming Lots 6 and 7 aforesaid for the purpose of repairing and maintaining the said pipe and to execute any work which may be necessary in respect of such repair and maintenance doing nevertheless as little damage to the surface of the land as possible and making good or paying a reasonable and proper compensation for any damage which may be done thereby and the further right in common with the said John Brown his heirs or assigns or other the owner or owners for the time being of the said Lot 6 to have at all times at reasonable hours access to the cleansing or relief tap placed between the points B and C on the said sale plan and in or near to the beck dividing the said Lots 6 and 9 for the purpose of cleansing or



## A: Property Register continued

repairing any part of the said pipe TO have AND TO HOLD the said land messuages tenements and hereditaments and all other the premises hereinbefore expressed to be hereby conveyed with their and every of their appurtenances UNTO the said Edwin Ison and his heirs to the use of the said Edwin Ison his heirs and assigns for ever in fee simple SUBJECT NEVERTHELESS to the right of the said John Brown his heirs or assigns or other the owner or owners for the time being of the said Lot 7 to use to much of the water flowing from the said well or trough situate on such lot as flows through the overflow pipe from the said well or trough and to the further right of the said John Brown his heirs or assigns or other the owner or owners for the time being of the said Lot 6 to insert one tap or pipe of an internal diameter not exceeding half an inch in the pipe running from the said Well between the points marked A and B on the said plan and to use the water naturally flowing through the same for the supply of the Cottages now existing on such last mentioned lot AND the said Edwin Ison doth hereby conveyed with the said Enoch Hardwick and Thomas Harrison or other the owner or owners for the time being of the said Lots 6, 7 and 9 that he the said Edwin Ison his heirs or assigns will use the water flowing from the said trough or well in an economical manner and as far as possible prevent any waste of the same and that if he or they shall damage the pipes passing through the said lots 6 and 7 or shall cause any waste of the water flowing from the said Well he or they will forthwith upon the request in writing of the said Enoch Hardwick and Thomas Harrison their heirs or assigns or the owner or owners for the time being of the said Lots 6, 7 and 9 or any of them make good such damage or stop such waste and that in default it shall be lawful for the said Enoch Hardwick and Thomas Harrison their heirs or assigns or other the owner or owners aforesaid to execute such work in which case the said Edwin Ison his heirs or assigns shall on demand pay the cost of executing the same.

NOTE: Lots 6, 7 and 9 referred to lie to the north west of Yeadon Moor Road, as do points A, B and C.

- 3 (23.02.1994) A memorandum of Agreement dated 19 July 1910 made between (1) John Brown and (2) The Incorporated Leeds Workpeoples Hospital Fund relates to the construction and maintenance of a reservoir on land to the north west of the land in this title.

-Copy filed.

- 4 (23.02.1994) The land has the benefit of the following rights granted by a Deed dated 18 August 1922 made between (1) John Brown and (2) The Incorporated Leeds Workpeoples Hospital Fund:-

John Brown as Beneficial Owner hereby grants and conveys unto the Association its successors and assigns (but without thereby assuming any liability to third parties) THE FULL AND FREE RIGHT AND LIBERTY of forthwith laying a pipe from the said Reservoir to the said Convalescent Home Estate of the Association through and under the said hereditaments of the said John Brown approximately in the direction indicated by the dotted blue line on the said plan or any reasonable or necessary variation thereof and of connecting such pipe with the said Reservoir and of running water through such pipe at all times hereafter from the said Reservoir to the said hereditaments of the Association AND ALSO the full and free right and liberty at all times hereafter and from time to time to inspect the state and condition of and to repair and cleanse and maintain and keep the said pipe in a proper state and condition and for this purpose to enter at all reasonable times on the said hereditaments of the said John Brown through which the pipe is intended to pass and to open and dig up the surface of the said hereditaments doing no more damage than shall be reasonable necessary and after every such digging up to reinstate the surface of the said hereditaments in a reasonable and proper manner such entry for the purposes aforesaid or any of them to be with all necessary persons and things and to include the right to bring and place upon the same hereditaments such materials and tools as may be necessary.....AND the Association for itself and its successors and assigns hereby COVENANTS with the said John Brown his heirs executors administrators and assigns that the Association its successors and assigns will at all times hereafter well and sufficiently repair cleanse and maintain the said pipe and keep the



A: Property Register continued

same in substantial and proper repair and condition and will execute all necessary works for this purpose in a workmanlike manner and so as not to cause a nuisance to the said John Brown his heirs or assigns or the occupiers for the time being of his said hereditaments and will replace and restore the surface of the land whenever and wherever disturbed by reason of any such works and will not unnecessarily damage or injure the surface or the crops for the time being thereon AND the said John Brown hereby COVENANTS with the Association its successors and assigns that he the said John Brown his heirs executors administrators and assigns will indemnify the Association against any claim by his or their present or future tenant or tenants in respect of the laying repairing maintaining and cleansing of the said pipe or any part thereof or anything incidental thereto or in connection with the exercise of the right hereby granted.

NOTE: Copy plan filed.

- 5 (10.05.2002) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 6 (10.05.2002) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the land edged and numbered WYK714764 in green on the filed plan and other land dated 28 March 2002 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Rushbond Plc (Transferee):-

"Rights Granted

The Property is transferred together with the rights set out in Schedule 1

13.3 Rights Excepted and Reserved

There are excepted and reserved out of the Property for the benefit of the Retained Land and each and every part of it the rights set out in Schedule 2

SCHEDULE 1

RIGHTS GRANTED

The right for the benefit of the Property and each and every part of it for the Transferee the Transferee's Successors but in common (where appropriate) with the Transferor, the Transferor's Successors, persons authorised by any of them and all others having the like right:-

.....  
..

SUPPORT AND PROTECTION

of support and protection from the Retained Land as now enjoyed by the Retained Land

SCHEDULE 2

RIGHTS EXCEPTED AND RESERVED

Subject to the provisions of Paragraph 5 the rights for the benefit of the Retained Land and each and every part of it for the Transferor and the Transferor's Successors but in common (where appropriate) with the Transferee, the Transferee's successors, persons authorised by any of them and all others having the like right:-

1. SERVICE MEDIA

To the free and uninterrupted passage and running of water, soil, gas, electricity and other services through the Property Service Media provided that the Transferee does not guarantee the capacity of any such service media and shall be at liberty to divert or relocate such service media and to temporarily stop up such service media without payment of compensation to the Transferor or the Transferor's



## A: Property Register continued

Successors in respect thereof.

### 2. RIGHT OF WAY

To pass and repass with or without vehicles (and the footpaths on foot only) over the Access Roads but only in so far as such roads and footpaths are not adopted by the relevant highway authority for the purposes only of emergency access, the repair and maintenance of the Retained Land and general occasional use Subject to the Transferor or the Transferee's Successors complying with the obligations contained in Paragraph 1 of Schedule 3 to pay towards their maintenance repair and renewal and provided that this right shall cease when alternative access to the Retained Land is constructed or in the event of redevelopment of the Retained Land

### 3. ACCESS TO THE TRANSFERRED PROPERTY FOR WORKS TO PROPERTY SERVICE MEDIA AND BUILDING REPAIRS TO THE RETAINED LAND

Subject to the proviso to this Paragraph, at all reasonable times after giving to the Transferee or the Transferee's Successors previous notice in writing except in the case of emergency to enter upon those parts of the Property as are then unbuilt upon with or without workmen and any necessary materials, plant, machinery, equipment and apparatus for the purpose of:-

3.1 inspecting, cleaning, repairing, maintaining and renewing the Property Service Media;

3.2 making connections from the Property Service Media to Service Media which are now or may within the Perpetuity Period be laid in, on, under or over the Retained Land;

3.3 carrying out any necessary works of repair or maintenance to buildings which now or may within the Perpetuity Period be on the Retained Land where the works concerned cannot otherwise reasonably be done without such access;

Provided that the person exercising such rights causes as little damage and inconvenience as is consistent with the proper and reasonable exercise of such exceptions and reservations and makes good all damage caused to the Property

### 4. SUPPORT AND PROTECTION

Of support and protection from the Property as now enjoyed by the Retained Land

### 5. ALTERATIONS

The Transferee or the Transferee's Successors or persons authorised by any of them may alter or replace the Access Road or Service Media in respect of which rights are excepted and reserved or granted by this Transfer in order to alter their routes, to improve or reduce their capacities or to widen or reduce roads or footpaths. Provided that:-

5.1 any references to services roads or footpaths in the rights granted by this Transfer or covenants contained in this Transfer mean the services roads or footpaths as so altered or replaced from time to time; and

5.2 any rights in respect of the Access Road and Service Media granted by this Transfer are deemed to be subject to the foregoing provisions of this Paragraph.

### SCHEDULE 3

#### TRANSFEROR'S POSITIVE COVENANTS

##### 1. CONTRIBUTION TOWARDS MAINTENANCE COSTS OF TRANSFERRED PROPERTY SERVICE MEDIA AND TRANSFERRED PROPERTY ACCESS ROADS

To pay and contribute a fair proportion according to user of the costs



A: Property Register continued

incurred by the Transferee or the Transferee's Successors in complying with its obligations in Paragraph 1 of Schedule 5 relating to maintenance repair and renewal of the Property Service Media and the Access Roads.

SCHEDULE 5

TRANSFEE'S POSITIVE COVENANTS

1. MAINTENANCE OF PROPERTY SERVICE MEDIA AND THE PROPERTY ACCESS ROADS

Subject to payment of the contribution referred to in Paragraph 1 of Schedule 2 to maintain in good repair and condition and where necessary replace or renew the Property Service Media so far as the same are used by the Transferee

INTERPRETATION

13.1 13.1.1 In this Transfer, unless the context otherwise requires:-

"Access Road" means the road known as Yeadon Moor Road shown coloured blue on the Plan or any road which may replace the same within the Perpetuity Period

"Perpetuity Period" means the period of 80 years from and including the date of this Transfer

.....  
..

"Property Service Media" means such of the Service Media which are now laid in, on, under or over the Property and serve the Retained Land

"Retained Land" means the whole of the Transferor's Land excluding the Property

.....  
..

"Service Media" means pipes, drains, wires, sewers, watercourses, cables, conduits and other service media

.....  
..

"Transferee's Successors" means the successors in title of the Transferee to the Property

"Transferor's Land" means the freehold land comprised in Titles Numbered WYK547070, WYK624715 and WYK657177

"Transferor's Successors" means the successors in title of the Transferor to the Retained Property

NOTE: Original Transfer filed under WYK714764.

7 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-



## A: Property Register continued

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road

NOTE 3: Copy Transfer filed under WYK838790.

- 8 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

## 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 (23.02.1994) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire BD1 1HY.
- 2 (23.02.1994) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Property Register and of indemnity in respect thereof.
- 3 (08.06.2007) RESTRICTION: No disposition 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 on behalf of the registered proprietor or other party affecting the disposition by its conveyancer that the terms of the Overage Agreement dated 2 May 2007 have been complied with.
- 4 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 5 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.



C: Charges Register continued

NOTE: Charge reference WYK232726.

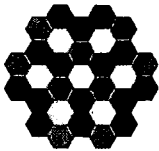
- 2 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 3 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 4 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

NOTE: Charge reference WYK698436.

- 5 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 6 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register





Official copy  
of register of  
title

Title number WYK547071

Edition date 08.06.2022

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:51.
- 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 15 Jul 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : LEEDS

1 (23.02.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north and south sides of Warren House Lane, Yeadon.

2 (23.02.1994) The Transfer dated 23 December 1993 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared the Purchaser shall not have or claim against the Vendor or any purchaser from it any right to air light way or other easement which might prejudice the free use of the Retained Land and all such rights are hereby expressly excluded and any enjoyment had by the purchaser inconsistent with the right granted to the Purchaser hereunder shall be deemed to be had by consent of the Vendor

.....  
..

"the retained" land means the adjacent adjoining or neighbouring property of the Vendor and each and every part thereof."

3 (24.11.2005) 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.

4 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

5 (08.06.2022) The land has the benefit of any legal easements reserved by a Transfer of Unit 1 Airport West dated 2 June 2021 made between (1) Leeds Bradford Airport Limited (Transferor) and (2) Oyster Ventures Limited (Transferee) but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under YY153772.



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 (23.02.1994) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire BD1 1HY and of DX715299, Leeds 33.
- 2 (23.02.1994) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the Vendor contained in the Licence and on its part to be observed and performed under the terms of the occupancy of Site B, referred to in the Second Schedule set out in the Charges Register and of indemnity in respect thereof.
- 3 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.

C: Charges Register

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

- 1 (23.02.1994) An Enclosure Award dated 24 June 1805 made under the provisions of an Act dated 1803 entitled An Act for dividing allotting and enclosing a common or moor called Yeadon Moor and other waste grounds within the Manor and Township of Yeadon in the parish of Guiseley contains the following provision:-  
  
AND I do order direct and award that the said Joshua Crompton his heirs and assigns shall make and for ever hereafter repair and maintain the fence against the said Road called Pool Road.  
  
NOTE: Pool Road referred to is now known as Harrogate Road.
- 2 (23.02.1994) The land is subject to the following rights granted by a Deed dated 7 May 1993 made between (1) City of Bradford Metropolitan Council and Leeds City Council (Councils) and (2) Edenshead Limited (Company):-  
  
The Councils as trustees hereby grant to the Company the exclusive right to lay (and thereafter to maintain repair cleanse and renew) a drain in the easement strip into a manhole recently constructed at the direction of the Councils in the approximate position marked "manhole" on Plan No. H/25/27B attached hereto together with the right to enter the easement strip for the said purpose and the right to drain through the said drain once constructed subject to the conditions hereinafter set out  
  
.....  
..  
  
"the servient land" means the easement strip (as hereinafter defined) and the protected area (as hereinafter defined) which land at the date hereof is vested in the Councils as trustees in fee simple upon trust for sale  
  
"the easement strip" means the land shown coloured brown on the attached plan No. H/25/27B which said land has an approximate width of 4 metres "the protected area" means the land shown coloured green on the said plan no H/25/27B.  
  
It is hereby agreed and declared that the rights granted hereby are exercisable subject only to compliance with the following conditions:-  
  
(a) the said drain shall be maintained at all times by the owners for the time being of the dominant land



## C: Charges Register continued

(b) the said drain shall not be used for surface water

(c) the Company shall make good any damage to any part of the protected area or any buildings thereon where such damage arises out of the carrying out of the works and such making good shall be done to the reasonable satisfaction of the Councils

(a) It is hereby further agreed and declared that at any time within a period of 20 years from the date hereof the Councils may be written notice to the Company request the Company to approve the variation of the route of the said drain provided that the alternative route does not detrimentally affect the capacity of the drain or its ability to provide the service reasonably required by the Company and provided further that the carrying out of relevant diversion works does not cause any interruption in the Company's drainage facilities

(b) At any time within the said period of 20 years the Councils may by written notice to the Company request that the Councils be given the right to connect into the Company's drain such new drains as are then required for servicing the property of the Councils

(c) In the event of the service by the Councils of a notice pursuant to the provisions of either (a) or (b) above then the remaining provisions of this clause shall apply

(d) The works required to effect either the variation of route or the connections (as appropriate) shall be done at the expense of the Councils and relevant legal or other professional fees which are reasonably incidental thereto shall be paid by the Councils but neither party shall require payment of consideration by the other party in respect solely of the right to carry out any works

(e) The consent of the Company to the carrying out of any works shall not be unreasonably withheld or delayed provided that the withholding of any consent shall be deemed reasonable if it is due to problems of capacity of the drainage system.

(f) Any dispute regarding the implementation of this clause shall be referred to arbitration in accordance with the Arbitration Act 1950 and the arbitrator shall have power to direct that works may be carried out upon such conditions as shall be specified

(g) for the purpose of services of notices hereunder the regulations as to service contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein

5. The Councils with the intent so as to bind (so far as practicable) the easement strip and each and every part thereof into whosoever hands the same may come and to benefit and protect the rights granted to the Company and the dominant land and each and every part thereof (but not so as to render the Councils liable for any breach of covenant committed after the Councils shall have parted with all interest in the easement strip in respect of which such breach shall occur) hereby covenant with the Company that the Councils and their successors in title will at all times hereafter observe and perform the following restrictions in respect of the easement strip:-

(i) within the easement strip no building or structure (save fences or fence walls) shall be erected and no tree shall be planted

(ii) the level of the surface of the easement strip shall not be materially lowered so as to reduce the cover of soil or other material over the works

Provided that nothing in this Clause shall prevent the Councils from installing any necessary services pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Company or from carrying on agricultural operations which are normal in the district or acts of good husbandry including ploughing hedging or ditching but causing no interference with or obstruction to the works and no material reduction of the cover of soil



C: Charges Register continued

or other material above the drain.

NOTE: The "manhole" referred to is shown in blue on the filed plan. The dominant land is land adjoining the north eastern boundary of the land in this title which lies to the north east of Warren House Lane. The land coloured brown and the land coloured green on the plan referred to are shown tinted yellow and tinted pink respectively on the filed plan.

3 (23.02.1994) A Transfer of the land in this title dated 23 December 1993 made between (1) Leeds City Council and City of Bradford Metropolitan Council (Vendor) and (2) Leeds Bradford Airport Limited (Purchaser) contains the following covenants:-

"The Purchaser for itself and its successors in title hereby covenants with the Vendor and the Vendor's successors in title for the benefit and protection of the Retained Land and each and every part thereof as is capable of being benefited thereby with the intent of binding the Property and each and every part thereof into whomsoever hands the same may come that the Purchaser and its successors in title shall not use that part of the property shown marked site B on Plan No. 1 for any purpose whatsoever other than for agricultural purposes

AND the above covenant is expressed to be made pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (as amended) so far as applicable

.....  
..

"the retained" land means the adjacent adjoining or neighbouring property of the Vendor and each and every part thereof."

NOTE: Site B referred to is that part of the land in this title which lies to the south west of Warren House Lane.

4 (23.02.1994) By the Transfer dated 23 December 1993 referred to above the land was transferred subject as follows:-

"The Property is transferred SUBJECT to

.....  
..

(ii) the right of occupancy of John Kenneth Lawson and the Licence details of which are set out in the Second Schedule

(iii) an undocumented surface water drain crossing the property in the approximate position shown on Plan No. 2

(vi) all outgoing easements quasi or reputed easements wayleaves rights of way (public or otherwise) light air water drainage or other rights or restrictions affecting the property or any part thereof or not continuous apparent or reasonably necessary

.....  
..

THE SECOND SCHEDULE

1. A Licence ("the Licence") the date of which is unknown made between (1) Leeds City Council and City of Bradford Metropolitan Council (2) John Kenneth Lawson in respect of Site A

2. The right of occupancy for agricultural purposes by John Kenneth Lawson in respect of Site B."

NOTE: That part of the undocumented water drain referred to which crosses the land in this title is shown tinted blue on the filed plan. Site A referred to is that part of the land in this title which lies to the north east of Warren House Lane.

5 (06.06.2005) UNILATERAL NOTICE in respect of an Agreement for sale and



## C: Charges Register continued

purchase dated 10 February 2005 made between (1) Leeds Bradford International Airport Limited and (2) Airport West (Leeds) Limited.

*NOTE: Copy filed.*

6 (06.06.2005) BENEFICIARY: Airport West (Leeds) Limited of 5 Hawthorn Park, Coal Road, Leeds LS14 1PG and of Gordons Solicitors, Riverside West, Whitehall Road, Leeds LS1 4AW (ref: DHC/STH/RUS93/1)

7 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

*NOTE: Charge reference WYK232726.*

8 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

9 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

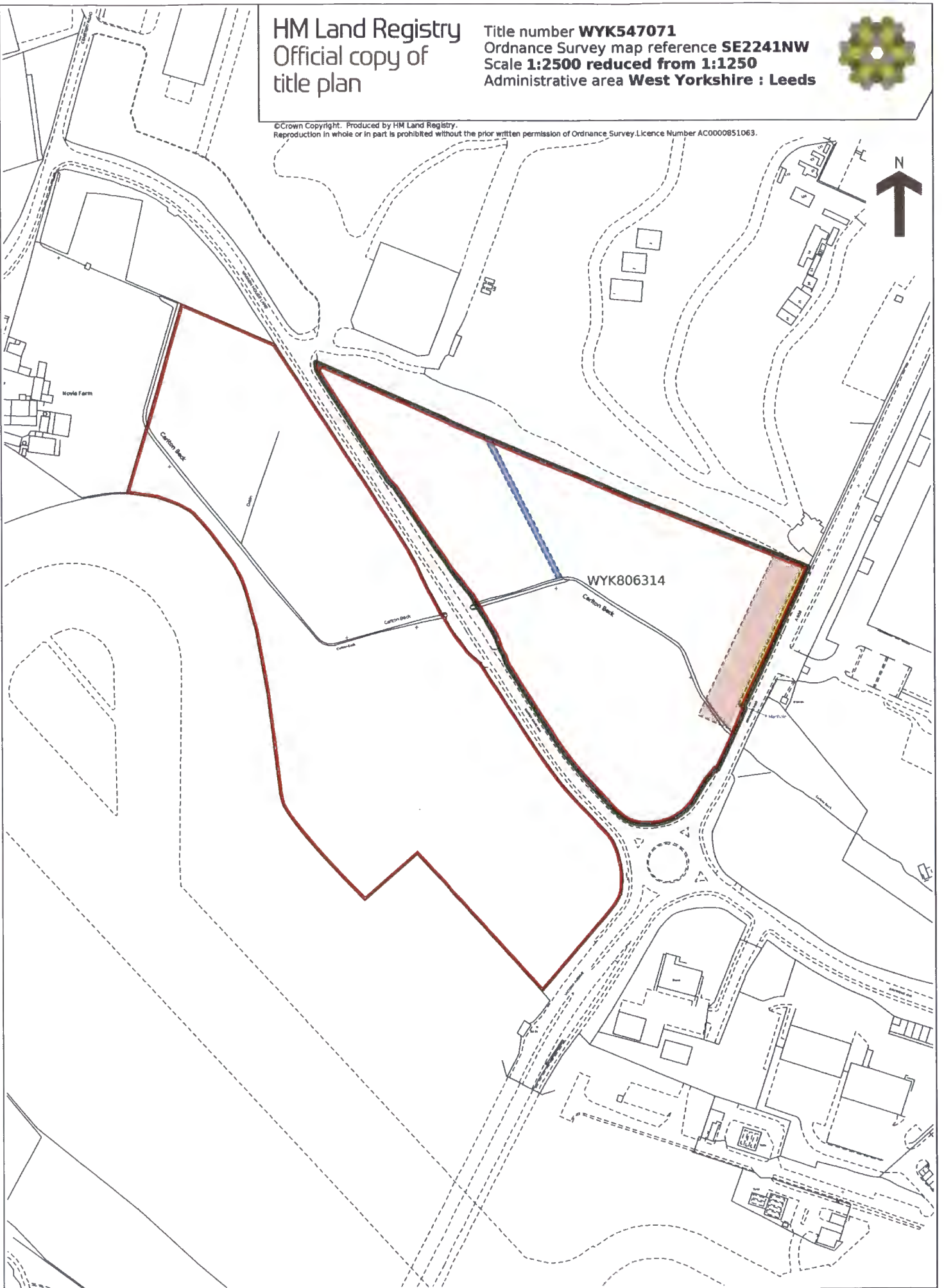


HM Land Registry  
Official copy of  
title plan

Title number **WYK547071**  
Ordnance Survey map reference **SE2241NW**  
Scale **1:2500 reduced from 1:1250**  
Administrative area **West Yorkshire : Leeds**



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Official copy  
of register of  
title

Title number WYK570873

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:51.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (05.06.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land off Scotland Lane, Horsforth.
- 2 (05.06.1995) The land tinted yellow on the filed plan has the benefit of the following rights granted by a Conveyance thereof with other land dated 13 July 1868 made between (1) The Reverend Thomas Boys Ferris and The Reverend Samuel Ruthven Anderson and (2) The Horsforth Waterworks Company:-

"They the said Thomas Boys Ferris and Samuel Ruthven Anderson do and each of them doth hereby grant unto the said Horsforth Waterworks Company their successors and assigns a full and free right to lay and place mains or pipes in and under the said residue of the said Guiseley School Estate and which said residue is distinguished with the numbers 19, 24 and 26 on the plan drawn on these presents and the line or direction of such easement is delineated and shewn on the said plan and therein coloured blue AND ALSO the right to enter upon the land so coloured blue or the purpose of repairing the said mains or pipes or for laying or placing new mains or pipes the said Horsforth Waterworks Company making reasonable compensation to the occupier or occupiers for the time being of the said residue of the said Guiseley School Estate for any damage or injury done or occasioned in the exercise of such last mentioned right."

NOTE: Copy Plan filed.

- 3 (05.06.1995) The land has the benefit of the rights granted in clause 1 of the Second Schedule but is subject to the rights reserved by the Transfer dated 5 May 1995 referred to in the Charges Register. The said Transfer is also expressed to grant certain rights
- 4 (05.06.1995) The Transfer dated 5 May 1995 referred to above contains a provision as to light or air.
- 5 (03.07.2003) 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.
- 6 (03.07.2003) A Transfer of the land edged and numbered WYK742010 in



A: Property Register continued

green on the title plan dated 4 February 2003 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Leeds City Council (Transferee) contains the following provision:-

"It is hereby agreed and declared that the boundary between the Property and the Retained Land shall be owned by the Transferor".

NOTE: The Retained Land referred to comprises the land in this title.

- 7
- (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-
- "The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to.

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road.

NOTE 3: Copy Transfer filed under WYK838790.

- 8
- (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.
- NOTE: Copy filed under WYK382769.

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
- (05.06.1995) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire BD1 1HY.
- 2
- (08.06.2007) RESTRICTION: No disposition 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 on behalf of the registered proprietor or other party affecting the disposition by its conveyancer that the terms of the Overage Agreement dated 2 May 2007 have been complied with.
- 3
- (15.02.2019) 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 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.

- 4 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 (05.06.1995) A Conveyance of land lying to the South of the land in this title dated 22 May 1981 made between (1) Yorkshire Water Authority and (2) City of Bradford Metropolitan Council contains restrictive covenants.

*NOTE: Copy filed.*

- 2 (05.06.1995) The land is subject to the rights granted by Clause 4 of the Conveyance dated 22 May 1981 referred to above.
- 3 (05.06.1995) A Transfer of the land in this title dated 5 May 1995 made between (1) Yorkshire Water Services Limited and (2) Leeds Bradford International Airport Limited contains restrictive covenants.

NOTE 1: Where relevant, the provisions contained in the earlier documents or registers referred to in the above deed are set out in the registers of this title

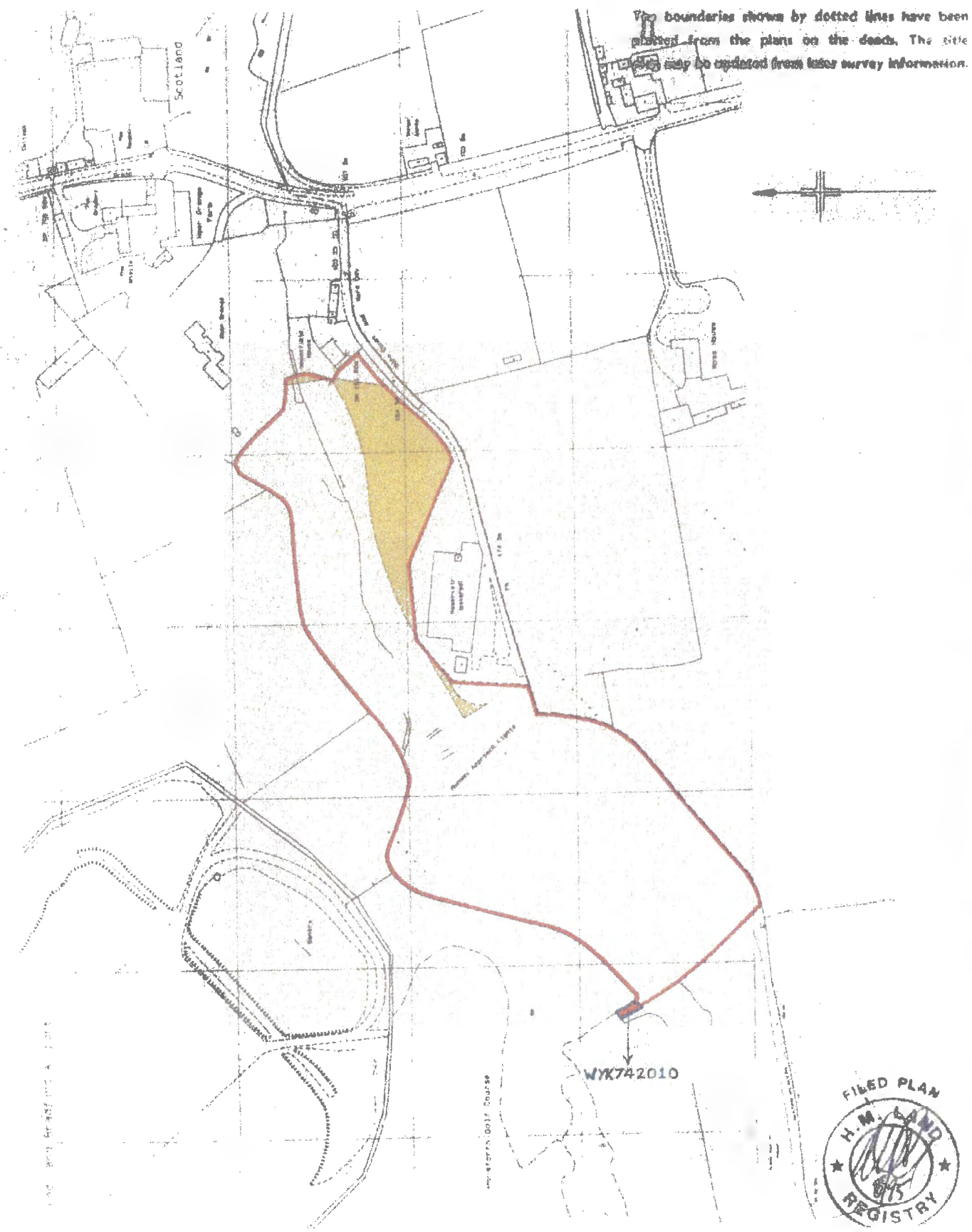
*NOTE 2: Original filed.*

- 4 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.
- NOTE: Charge reference WYK232726.
- 5 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 6 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 7 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.
- NOTE: Charge reference WYK698436.
- 8 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 9 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

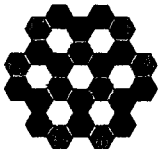


HM LAND REGISTRY		TITLE NUMBER	
		WYK 570873	
ORDNANCE SURVEY PLAN REFERENCE	SE2340	SECTION	Scale 1/2500.
COUNTY WEST YORKSHIRE	DISTRICT LEEDS	© Crown copyright 1995	



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Official copy  
of register of  
title

Title number WYK574741

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:54.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (21.08.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the West side of Scotland Lane, Horsforth.
- 2 (21.08.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of "The Mistal" Scotland Lane, Horsforth dated 19 November 1993 made between (1) David Hainsworth and Mai-Lis Hainsworth (Vendors) and (2) Alan Stuart Calder and Gillian Elsie Calder (Purchasers):-

"Together with the Rights Granted and excepting and reserving to the Vendors in fee simple for the benefit of the Retained Land the New Exceptions and Reservations

"the Rights Granted" means the rights for the Purchasers and their successors in title their respective servants and licensees and those authorised by them set out in the Second Schedule

"the New Exceptions and Reservations" means the exceptions and reservations for the Vendors as owners of the Retained Land and their successors in title thereto and their respective servants and licensees set out in the Third Schedule

THE SECOND SCHEDULE

(the Rights Granted)

1. The right to run water soil gas fuel oils electricity and telephonic signals and other services through any sewers drains watercourses pipes cables wires or other channels or conductors ("the Conduits") which now are or may at any time during the period of 80 years from the date of this Conveyance (which shall be the perpetuity period applicable to this Conveyance and hereinafter called "the Perpetuity Period") be in under or over the Retained Land with power at all times on giving to the owner for the time being of the Retained Land not less than seven days notice (except in case of emergency when no notice shall be required) to enter so much as shall be reasonably necessary of the Retained Land for the purpose of repairing renewing maintaining inspecting replacing and cleansing the Conduits and laying



## A: Property Register continued

any further conduits (as above defined) and apparatus in order to connect into the Conduits for the purpose of obtaining any such service as mentioned above provided that the rights contained in this paragraph are at all time subject to the persons exercising those rights:

1.1 making good all damage caused to the Retained Land to the reasonable satisfaction of the owner for the time being of the property affected

1.2 paying a fair proportion according to use of the costs of inspecting cleaning maintaining repairing and renewing the Conduits

2. The right at all reasonable times upon giving not less than seven days prior written notice (except in the case of emergency when no notice shall be required) to enter onto so much as may be necessary of the Retained Land for the purpose of erecting repairing planting and maintaining boundary fences walls and hedges of the Property and the walls and roofs of the buildings and structures now or hereafter (but not later than the expiration of the Perpetuity Period) to be erected thereupon

3. The right to drain water and soil from the Property through the Conduits which now are or may at any time during the Perpetuity Period be in under or over the Retained Land and into the septic tank the position of which is within the land shown edged blue on Plan A ("the Septic Tank") together with the right to enter onto so much as may be necessary of the Retained Land for the purpose of inspecting repairing maintaining cleaning emptying renewing and replacing the Conduits and the Septic Tank provided that the rights contained in this paragraph are at all time subject to the persons exercising those rights:

3.1 making good all damage caused to the Retained Land to the reasonable satisfaction of the owner for the time being of the property affected

3.2 paying a fair proportion according to use of the costs of inspecting cleaning maintaining repairing and renewing the Conduits and the Septic Tank

### THE THIRD SCHEDULE

(the New Exceptions and Reservations)

1. The right to run water soil gas fuel oils electricity and telephonic signals and other services through any conduits (as above defined) which now are or may at any time during the Perpetuity Period be in under or over the Property with power at all times on giving to the owner for the time being of the Property not less than seven days notice (except in case of emergency) when no notice shall be required) to enter so much as shall be reasonably necessary of the Property for the purpose of repairing renewing maintaining inspecting replacing and cleansing the Conduits and laying any further conduits (as above defined) and apparatus in order to connect into the Conduits for the purpose of obtaining any such service as mentioned above provided that the rights contained in this paragraph are at all time subject to the persons exercising those rights:

1.1 making good all damage caused to the Property to the reasonable satisfaction of the owner for the time being of the property affected

1.2 paying a fair proportion according to use of the costs of inspecting cleaning maintaining repairing and renewing the Conduits

2. The right at all reasonable times upon giving not less than seven days prior written notice (except in the case of emergency when no notice shall be required) to enter onto so much as may be necessary of the Property for the purpose of erecting repairing planting and maintaining boundary fences walls and hedges of the Retained Land and the walls and roofs of the buildings and structures now or hereafter (but not later than the expiration of the Perpetuity Period) to be erected thereupon."

*NOTE: Copy Plan filed.*



A: Property Register continued

3 (21.08.1995) The Conveyance of "The Mistal" dated 19 November 1993 referred to above contains the following provision:-  
  
"The Purchasers shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use for any purpose of the Retained Land or any part or parts thereof

.....  
..

The Purchasers shall not be or become entitled to any rights of access or other rights easements or appurtenances as may be implied in favour of a purchaser under the provisions of Section 62 of the Law of Property Act 1925 or otherwise over or against the adjoining land to the North of the Property which is shown edged orange on Plan A."

4 (21.08.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of Moor Grange Farm, Scotland Lane, Horsforth dated 19 November 1993 made between (1) David Hainsworth and Mai-Lis Hainsworth (Vendors) and (2) Peter John Hoban and Deborah Calder (Purchasers):-

"Together with the Rights Granted and excepting and reserving to the Vendors in fee simple for the benefit of the Retained Land the New Exceptions and Reservations

"the Rights Granted" means the rights for the Purchasers and their successors in title their respective servants and licensees and those authorised by them set out in the Second Schedule

.....  
..

"the New Exceptions and Reservations" means the exceptions and reservations for the Vendors as owners of the Retained Land and their successors in title thereto and their respective servants and licensees set out in the Third Schedule

THE SECOND SCHEDULE

(the Rights Granted)

1. The right to run water soil gas fuel oils electricity and telephonic signals and other services through any sewers drains watercourses pipes cables wires or other channels or conductors ("the Conduits") which now are or may at any time during the period of 80 years from the date of this Conveyance (which shall be the perpetuity period applicable to this Conveyance and hereinafter called "the Perpetuity Period") be in under or over the Retained Land with power at all times on giving to the owner for the time being of the Retained Land not less than seven days notice (except in case of emergency when no notice shall be required) to enter so much as shall be reasonably necessary of the Retained Land for the purpose of repairing renewing maintaining inspecting replacing and cleansing the Conduits and laying any further conduits (as above defined) and apparatus in order to connect into the Conduits for the purpose of obtaining any such service as mentioned above provided that the rights contained in this paragraph are at all time subject to the persons exercising those rights:

1.1 making good all damage caused to the Retained Land to the reasonable satisfaction of the owner for the time being of the property affected

1.2 paying a fair proportion according to use of the costs of inspecting cleaning maintaining repairing and renewing the Conduits

2. The right at all reasonable times upon giving not less than seven days prior written notice (except in the case of emergency when no notice shall be required) to enter onto so much as may be necessary of the Retained Land for the purpose of erecting repairing planting and maintaining boundary fences walls and hedges of the Property and the walls and roofs of the buildings and structures now or hereafter (but



A: Property Register continued

not later than the expiration of the Perpetuity Period) to be erected thereupon

THE THIRD SCHEDULE

(the New Exceptions and Reservations)

1. The right to run water soil gas fuel oils electricity and telephonic signals and other services through any conduits (as above defined) which now are or may at any time during the Perpetuity Period be in under or over the Property with power at all times on giving to the owner for the time being of the Property not less than seven days notice (except in case of emergency when no notice shall be required) to enter so much as shall be reasonably necessary of the Property for the purpose of repairing renewing maintaining inspecting replacing and cleansing the Conduits and laying any further conduits (as above defined) and apparatus in order to connect into the Conduits for the purpose of obtaining any such service as mentioned above provided that the rights contained in this paragraph are at all time subject to the persons exercising those rights:

1.1 making good all damage caused to the Property to the reasonable satisfaction of the owner for the time being of the property affected

1.2 paying a fair proportion according to use of the costs of inspecting cleaning maintaining repairing and renewing the Conduits

2. The right at all reasonable times upon giving not less than seven days prior written notice (except in the case of emergency when no notice shall be required) to enter onto so much as may be necessary of the Property for the purpose of erecting repairing planting and maintaining boundary fences walls and hedges of the Retained Land and the walls and roofs of the buildings and structures now or hereafter (but not later than the expiration of the Perpetuity Period) to be erected thereupon

3. The right to drain water and soil from the Retained Land through the Conduits which now are or may at any time during the Perpetuity Period be in under or over the Property and into the septic tank the position of which is within the land shown edged blue on Plan A ("the Septic Tank") together with the right to enter onto so much as may be necessary of the Property for the purpose of inspecting repairing maintaining cleaning emptying renewing and replacing the Conduits and the Septic Tank provided that the rights contained in this paragraph are at all time subject to the persons exercising those rights:

3.1 making good all damage caused to the Property to the reasonable satisfaction of the owner for the time being of the property affected

3.2 paying a fair proportion according to use of the costs of inspecting cleaning maintaining repairing and renewing the Conduits and the Septic Tank."

NOTE 1: The retained land is that edged orange on Plan A referred to

NOTE 2: Copy Plan filed.

5 (21.08.1995) The Conveyance of Moor Grange Farm dated 19 November 1993 referred to above contains the following provision:-

"The Purchasers shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use for any purpose of the Retained Land or any part or parts thereof

.....  
..

3. The Purchasers shall not be or become entitled to any rights of access or other rights easements or appurtenances as may be implied in favour of a purchaser under the provisions of Section 62 of the Law of Property Act 1925 or otherwise over or against the adjoining land to the North of the Property which is shown edged orange on Plan A."



## A: Property Register continued

- 6 (30.07.1996) The filed plan has been amended as to the Eastern boundary.
- 7 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

### Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.

2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and

3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to.

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road.

NOTE 3: Copy Transfer filed under WYK838790.

- 8 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

## 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 (21.08.1995) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire BD1 1HY.
- 2 (21.08.1995) The Conveyance dated 19 November 1993 made between (1) David Hainsworth and Mai-Lis Hainsworth and (2) Alan Stuart Calder and Gillian Elsie Calder referred to in the Property Register contains Vendor's personal covenants details of which are set out in the Schedule of Personal Covenants hereto.
- The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenants and of indemnity in respect thereof.
- 3 (21.08.1995) The Conveyance dated 19 November 1993 made between (1) David Hainsworth and Mai-Lis Hainsworth and (2) Peter John Hoban and Deborah Calder referred to in the Property Register contains Vendor's personal covenants details of which are set out in the Schedule of



## B: Proprietorship Register continued

Personal Covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenants and of indemnity in respect thereof.

- 4 (08.06.2007) RESTRICTION: No disposition 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 on behalf of the registered proprietor or other party affecting the disposition by its conveyancer that the terms of the Overage Agreement dated 2 May 2007 have been complied with.
- 5 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 6 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance of "The Mistal" dated 19 November 1993 referred to in the Proprietorship Register:-  
  
The Vendors covenant with the Purchasers that the Vendors and their successors in title to the Retained Land will:  
  
7.1:1 pay to the Purchasers or their successors in title on demand a fair proportion according to use of the cost of inspecting cleaning maintaining repairing and renewing the Conduits (as hereinafter defined which serve the Retained Land in common with the Property  
  
7.1:2 keep the Septic Tank free of obstruction and in good and substantial repair and condition watertight and cleansed and ensure that it does not constitute a health hazard and comply with all statutory and local authority requirements in connection with it  
  
7.2 The Vendors covenant with the Purchasers that the Vendors and their successors in title to the land shown edged orange on Plan A will at all times hereafter maintain stockproof fences between the points shown marked "A B" on Plan A.
- 2 The following are details of the personal covenants contained in the Conveyance of Moor Grange Farm dated 19 November 1993 referred to in the Proprietorship Register:-  
  
The Vendors covenant with the Purchasers that the Vendors and their successors in title to the Retained Land will pay to the Purchasers or their successors in title on demand a fair proportion according to use of the costs of inspecting cleaning maintaining repairing and renewing the Conduits and the Septic Tank (each as hereinafter defined) which serve the Retained Land in common with the Property  
  
7.2 The Vendors covenant with the Purchasers that the Vendors and their successors in title to the land shown edged orange on Plan A will at all times hereafter maintain stockproof fences between the points shown marked "A B C" on Plan A.



## C: Charges Register

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

- 1 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.  
  
NOTE: Charge reference WYK232726.
- 2 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 3 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 4 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.  
  
NOTE: Charge reference WYK698436.
- 5 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 6 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

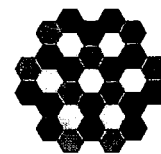


HM LAND REGISTRY		TITLE NUMBER	
		WYK 574741	
ORDNANCE SURVEY PLAN REFERENCE	SE2340	SECTION	Scale 1/2500
COUNTY WEST YORKSHIRE	DISTRICT LEEDS	© Crown copyright 1994	



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# Official copy of register of title

Title number WYK624715

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:54.
- 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 15 Jul 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (17.04.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land forming part of Leeds Bradford International Airport, Leeds.
- 2 (17.04.1998) The land has the benefit of the rights granted by a Deed of Grant dated 14 June 1994 made between (1) Leeds City Council and City of Bradford Metropolitan Council and (2) Leeds Bradford Airport Limited.

*NOTE: Original filed.*

- 3 (10.05.2002) 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.
- 4 (10.05.2002) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WYK714764 in green on the filed plan and other land dated 28 March 2002 made between (1) Leeds Bradford International Airport Limited and (2) Rushbond Plc.

*NOTE: Original filed under WYK714764.*

- 5 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

### Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-



## A: Property Register continued

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road

NOTE 3: Copy Transfer filed under WYK838790.

- 6 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

## B: Proprietorship Register

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

### Title absolute

- 1 (17.04.1998) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds LS19 7TU.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 (25.10.2010) The land is subject to the easements granted by a Lease dated 8 November 2005 of Low Fare Finder House, Leeds Bradford International Airport to Jet2.com Limited for a term from 8 November 2005 until 7 November 2023.

NOTE 1: The lease dated 8 November 2005 referred to above was varied by a Deed of Variaton dated 1 September 2010 made between (1) Leeds Bradford International Airport and (2) Jet2.com Limited.

NOTE 2: Copy Lease filed under WYK809358. Copy Deed of Variaton filed under WYK926964.

- 2 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Corridor 'C' Terminal Building, Leeds



## C: Charges Register continued

Bradford International Airport to Jet2.com Limited for a term from 1 September 2010 until and including the 31 December 2021.

*NOTE: Copy Lease filed under WYK926965.*

- 3 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Low Fare Finder House to Jet2.com Limited for a term of 6 months from 8 November 2023 until 7 May 2024.

*NOTE 1: This is a reversionary Lease.*

*NOTE 2: Copy Lease filed under WYK926964.*

- 4 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Low fare Finder House 2 at Leeds Bradford International Airport to Jet2.com Limited for a term from 1 September 2010 expiring on the 7 May 2024.

*NOTE: Copy Lease filed under WYK926966.*

- 5 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Garage No 7 at Leeds Bradford International Airport to Jet2.com Limited for a term from 1 September 2010 until and including 31 December 2021.

*NOTE: Copy Lease filed under WYK926967.*

- 6 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of engineering premises adjacent to Stand 17 at Leeds Bradford International Airport to Jet2.com Limited for a term from 1 September 2010 expiring on 7 May 2024.

*NOTE: Copy Lease filed under WYK926969.*

- 7 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of Unit 8, Wharfedale Walk, Leeds Bradford International Airport to Jet2.com Limited for a term of 5 years from and including the 1 September 2010.

*NOTE: Copy Lease filed under WYK657177.*

- 8 (25.10.2010) The land is subject to the the easements granted by a Lease dated 1 September 2010 of Wensleydale House at Leeds Bradford International Airport to Jet2.com Limited for a term of 5 years from and including the 1 September 2010.

*NOTE: Copy Lease filed under WYK657177.*

- 9 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

*NOTE: Charge reference WYK232726.*

- 10 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 11 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 12 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

*NOTE: Charge reference WYK698436.*

- 13 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

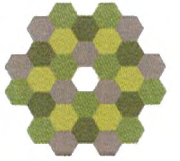
- 14 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

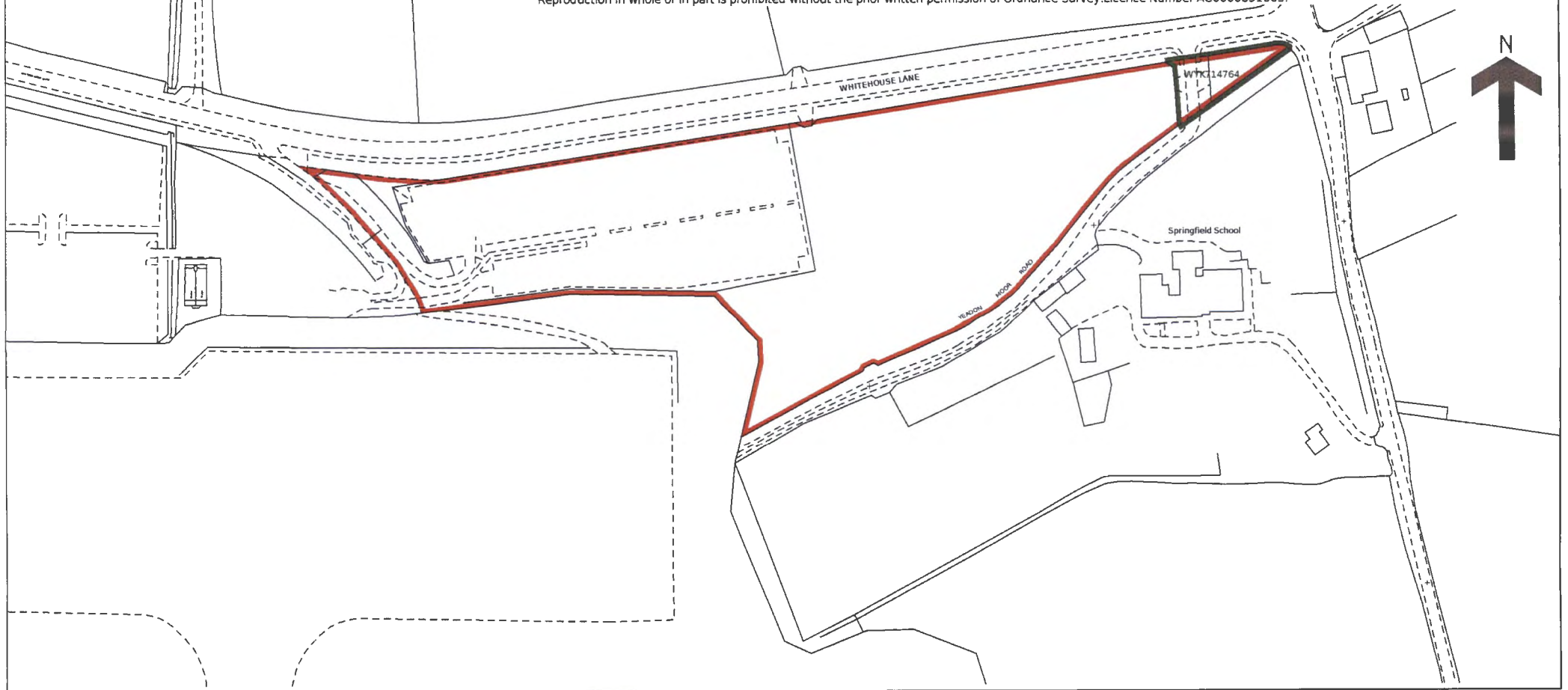


HM Land Registry  
Official copy of  
title plan

Title number **WYK624715**  
Ordnance Survey map reference **SE2341NW**  
Scale **1:2500**  
Administrative area **West Yorkshire : Leeds**

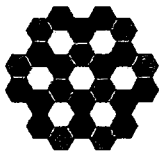


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This official copy is incomplete without the preceding notes page.





Official copy  
of register of  
title

Title number WYK657177

Edition date 01.02.2024

- This official copy shows the entries on the register of title on 01 FEB 2024 at 10:30:02.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (13.10.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Leeds Bradford International Airport, Leeds (LS19 7TU).

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

- 2 (13.10.1999) There are excluded from the registration the surface of such adopted roads and paths (being highways maintainable at public expense) as fall within the land in this title and such adopted pipes wires and cables public sewers water mains gas mains and electricity mains as lie therein and thereunder.

- 3 (13.10.1999) The land has the benefit of the following rights granted by a Deed of Grant dated 22 March 1961 made between (1) Olive Mary Marriott (Grantor), (2) Bradford Equitable Building Society (Society), (3) Williams Deacon's Bank Limited (Bank) and (4) The Lord Mayor Aldermen and Citizens of The City of Leeds and The Lord Mayor Aldermen and Citizens of The City of Bradford (Corporations):-

"the Grantor as beneficial owner hereby grants and the Society and Bank as mortgagees hereby surrender and release unto the Corporations FULL rights and liberty with or without their agents servants and workmen (a) to lay underground electric cables within the area shown coloured pink on the said plan and not less than two feet six inches below the surface of the ground and to erect fifteen lighting poles in the positions shown on the said plan and (b) at all necessary times after giving written notice to the Grantor or her successors in title of their intention so to do (save that such written notice shall not be required in any case of emergency) to enter into and upon that part of the said land of the Grantor edged blue on the said plan for the purpose of laying the said cables and erecting the said poles and of inspecting maintaining renewing or removing the said cables poles or lights

THE Corporations hereby covenant with the Grantor and as a separate covenant with the Society and the Bank as follows:-

- (a) That they will from time to time and at all times make good and



## A: Property Register continued

restore as nearly as may be to their original state and condition the surface of the land surrounded by a blue line on the said plan and all soils and sub soils thereunder and of the land entered on by the Corporations as soon as they are reasonably able after every or any entry in the exercise of the rights and liberties hereby granted

(b) That they will on demand pay forthwith to the Grantor or her successors in title owners of the land surrounded by a blue line on the said plan or any part thereof entered on by the Corporations full compensation for any surface damage or other injury to the said property not made good or restored as aforesaid and occasioned by any such entry as aforesaid and also for any damage to any growing crops plants trees livestock or any buildings or other property on the said land caused by the Corporations and further for any loss of whatsoever kind (including any loss of future profit) suffered by the Grantor or her successors in title as a result of any action by the Corporations in exercise or in purported exercise of the rights and liberties hereby granted to them the amount of such compensation to be settled in default of agreement by arbitration

(c) That they will carry out all works in the exercise of the rights and liberties hereby granted as expeditiously as is reasonably practicable having regard to the nature of the said works

(d) That they will indemnify the Grantor and her successors in title owners of the land surrounded by a blue line on the said plan from and against all actions costs claims and demands arising out of the existence inspection maintenance renewal or removal of the cables poles or lights other than actions costs claims and demands occasioned by the negligence of the Grantor or her successors in title"

*NOTE 1: Copy plan filed.*

By a Memorandum under the hands of Olive Mary Marriott and The Lord Mayor Aldermen and Citizens of The City of Leeds and The Lord Mayor Aldermen and Citizens of The City of Bradford the above rights were expressed to be varied in the following terms:-

"IT IS HEREBY AGREED that for the words appearing at (a) in Clause 1 of the Deed of Grant dated Twenty second day of March One thousand nine hundred and sixty one BETWEEN OLIVE MARY MARRIOTT of the first part BRADFORD EQUITABLE BUILDING SOCIETY of the second part WILLIAMS DEACON'S BANK LIMITED of the third part and THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF LEEDS and THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF BRADFORD of the fourth part there shall be substituted the following words "to lay underground electric cables within the area coloured pink on the plan annexed hereto and numbered 1468 and not less than two feet six inches below the surface of the ground and to erect two lighting poles in the positions shown by red circles on the said plan numbered 1468 and""

*NOTE 2: Copy plan filed.*

- 4 (13.10.1999) The land has the benefit of the following rights granted by a Conveyance of other land dated 10 December 1982 made between (1) John Parker and Lilian Parker (Vendors) and (2) City of Bradford Metropolitan Council (Council):-

"FOR the consideration aforesaid the Vendors also as beneficial owners hereby grant unto the Council full right and liberty for the Council and its successors in title the owners occupiers and operators for the time being of the Airport and the respective servants and licensees of such persons to erect lay and maintain repair replace and renew from time to time within that part of the land of the Vendors which is shown coloured blue on the attached plan (hereinafter called "the blue land") lights lighting poles stays and cables for the purposes of the Airport and any other apparatus which is intended to facilitate the approach of aircraft to or the navigation of aircraft in the vicinity of the airport (all or any of which items are hereinafter called "the apparatus" together with the right to enter from time to time upon the blue land with or without vehicles or workmen for the purpose of erecting laying maintaining repairing replacing and renewing the apparatus AND the right to cross the adjoining or neighbouring property



A: Property Register continued

of the Vendors for such purposes PROVIDED THAT the Council shall at its own expense make good any damage caused to the property of the Vendors arising out of the exercise of such rights and PROVIDED ALSO that the Council shall comply with the provisions of clause 3 and 5 below.

3. The Council shall not (a) erect any building on the blue land or any part of it or (b) materially alter the level of the surface of the blue land or any part of it.

.....  
..

5. The wall or fence between the points marked C-D on the attached plan shall be the property of the Council and the Council shall have the right at any time and from time to time to remove all or part of the same and to provide a gateway and gate anywhere between the said points PROVIDED THAT (a) in carrying out any such works the Council or its successors in title shall take such precautions as are respectively necessary to ensure that livestock on the blue land are prevented from straying on to the green land and (b) the principal means of vehicular access for the Council and its successors in title to the blue land shall be directly from the green land and access shall only be gained to the blue land over the other property of the Vendors in case of emergency or in the event of the size or type of equipment being such as to render it not reasonably practicable to take such equipment across the green land.

6. The rights hereby granted to the Council shall be treated as appurtenant not only to the land hereby conveyed and to the green land but also to the whole of the Airport."

NOTE: Copy plan filed under WYK232726.

5 (13.10.1999) The land has the benefit of the following rights granted by a Conveyance of land lying to the West of Scotland Lane dated 1 February 1983 made between (1) John Parker and Lilian Parker (Vendors) and (2) City of Bradford Metropolitan Council:-

"the Vendors as beneficial owners hereby grant unto the Council and its successors in title owners and operators of the Leeds and Bradford Airport FULL LICENCE AND AUTHORITY at all reasonable times to enter upon the land of the Vendors shown coloured blue on plan "A" attached hereto (hereinafter called "the blue land") with or without vehicles or workmen for the purpose of erecting maintaining repairing or renewing any fence or wall along the boundaries of the land hereinbefore conveyed or of planting removing cutting or pruning any trees shrubs or other vegetation in or on the said land TO HOLD such rights unto the Council in fee simple SUBJECT to the matters set out in Clauses 4 and 5 below

4. THE Council for itself and its successors in title hereby covenants that it will at all times exercise the rights hereby granted in such a way as to do as little damage as possible to the property of the Vendors and will at its own expense forthwith make good any damage caused to the same by reason of the exercise of such rights"

NOTE 1: The matters set out in Clause 5 referred to do not affect the land in this title.

NOTE 2: Copy plan "A" filed.

6 (13.10.1999) The land has the benefit of the rights granted by a Deed of Grant dated 14 June 1994 made between (1) Leeds City Council and City of Bradford Metropolitan Council and (2) Leeds Bradford Airport Limited.

NOTE:-Original filed.

7 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

8 (16.05.2002) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of the



A: Property Register continued

land edged and numbered WYK714764 in green on the filed plan and other land dated 28 March 2002 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Rushbond Plc (Transferee):-

"Rights Granted

The Property is transferred together with the rights set out in Schedule 1

13.3 Rights Excepted and Reserved

There are excepted and reserved out of the Property for the benefit of the Retained Land and each and every part of it the rights set out in Schedule 2

SCHEDULE 1

RIGHTS GRANTED

The right for the benefit of the Property and each and every part of it for the Transferee the Transferee's Successors but in common (where appropriate) with the Transferor, the Transferor's Successors, persons authorised by any of them and all others having the like right:-

.....  
..

SUPPORT AND PROTECTION

of support and protection from the Retained Land as now enjoyed by the Retained Land

SCHEDULE 2

RIGHTS EXCEPTED AND RESERVED

Subject to the provisions of Paragraph 5 the rights for the benefit of the Retained Land and each and every part of it for the Transferor and the Transferor's Successors but in common (where appropriate) with the Transferee, the Transferee's successors, persons authorised by any of them and all others having the like right:-

1. SERVICE MEDIA

To the free and uninterrupted passage and running of water, soil, gas, electricity and other services through the Property Service Media provided that the Transferee does not guarantee the capacity of any such service media and shall be at liberty to divert or relocate such service media and to temporarily stop up such service media without payment of compensation to the Transferor or the Transferor's Successors in respect thereof.

2. RIGHT OF WAY

To pass and repass with or without vehicles (and the footpaths on foot only) over the Access Roads but only in so far as such roads and footpaths are not adopted by the relevant highway authority for the purposes only of emergency access, the repair and maintenance of the Retained Land and general occasional use Subject to the Transferor or the Transferor's Successors complying with the obligations contained in Paragraph 1 of Schedule 3 to pay towards their maintenance repair and renewal and provided that this right shall cease when alternative access to the Retained Land is constructed or in the event of redevelopment of the Retained Land

3. ACCESS TO THE TRANSFERRED PROPERTY FOR WORKS TO PROPERTY SERVICE MEDIA AND BUILDING REPAIRS TO THE RETAINED LAND

Subject to the proviso to this Paragraph, at all reasonable times after giving to the Transferee or the Transferee's Successors previous notice in writing except in the case of emergency to enter upon those parts of the Property as are then unbuilt upon with or without workmen and any



A: Property Register continued

necessary materials, plant, machinery, equipment and apparatus for the purpose of:-

3.1 inspecting, cleaning, repairing, maintaining and renewing the Property Service Media;

3.2 making connections from the Property Service Media to Service Media which are now or may within the Perpetuity Period be laid in, on, under or over the Retained Land;

.....  
..

Provided that the person exercising such rights causes as little damage and inconvenience as is consistent with the proper and reasonable exercise of such exceptions and reservations and makes good all damage caused to the Property

4. SUPPORT AND PROTECTION

Of support and protection from the Property as now enjoyed by the Retained Land

5. ALTERATIONS

The Transferee or the Transferee's Successors or persons authorised by any of them may alter or replace the Access Road or Service Media in respect of which rights are excepted and reserved or granted by this Transfer in order to alter their routes, to improve or reduce their capacities or to widen or reduce roads or footpaths. Provided that:-

5.1 any references to services roads or footpaths in the rights granted by this Transfer or covenants contained in this Transfer mean the services roads or footpaths as so altered or replaced from time to time; and

5.2 any rights in respect of the Access Road and Service Media granted by this Transfer are deemed to be subject to the foregoing provisions of this Paragraph.

SCHEDULE 3

TRANSFEROR'S POSITIVE COVENANTS

1. CONTRIBUTION TOWARDS MAINTENANCE COSTS OF TRANSFERRED PROPERTY SERVICE MEDIA AND TRANSFERRED PROPERTY ACCESS ROADS

To pay and contribute a fair proportion according to user of the costs incurred by the Transferee or the Transferee's Successors in complying with its obligations in Paragraph 1 of Schedule 5 relating to maintenance repair and renewal of the Property Service Media and the Access Roads.

SCHEDULE 5

TRANSFEEE'S POSITIVE COVENANTS

1. MAINTENANCE OF PROPERTY SERVICE MEDIA AND THE PROPERTY ACCESS ROADS

Subject to payment of the contribution referred to in Paragraph 1 of Schedule 2 to maintain in good repair and condition and where necessary replace or renew the Property Service Media so far as the same are used by the Transferee

INTERPRETATION

13.1 13.1.1 In this Transfer, unless the context otherwise requires:-

"Access Road" means the road known as Yeadon Moor Road shown coloured blue on the Plan or any road which may replace the same within the Perpetuity Period

"Perpetuity Period" means the period of 80 years from and including the date of this Transfer



A: Property Register continued

- .....  
..
- "Property Service Media" means such of the Service Media which are now laid in, on, under or over the Property and serve the Retained Land
- "Retained Land" means the whole of the Transferor's Land excluding the Property
- .....  
..
- "Service Media" means pipes, drains, wires, sewers, watercourses, cables, conduits and other service media
- .....  
..
- "Transferee's Successors" means the successors in title of the Transferee to the Property
- "Transferor's Land" means the freehold land comprised in Titles Numbered WYK547070, WYK624715 and WYK657177
- "Transferor's Successors" means the successors in title of the Transferor to the Retained Property
- NOTE: The Access Road coloured blue referred to comprises that part of the land in this title edged and numbered WYK714764 in green.
- 9 (11.11.2002) An new title plan showing an amended extent has been prepared.
- 10 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-
- "The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

- The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-
1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."
- NOTE 1: The land in this title forms part of the Airport Land referred to.
- NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road.
- NOTE 3: Copy Transfer filed under WYK838790.
- 11 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and



## A: Property Register continued

Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

*NOTE: Copy filed under WYK382769.*

- 12 (02.05.2019) The land edged and numbered 8 in brown on the title plan is no longer of any significance and should be ignored since the entry in the register which gave rise to this reference has been cancelled.

## 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 (13.10.1999) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of White House Lane, Yeadon, Leeds LS19 7TU.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 (13.10.1999) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
- NOTE: Each lease is referenced by edging and numbering in brown on the filed plan unless otherwise stated in the schedule of leases.*
- 2 (13.10.1999) A Conveyance of the land tinted pink on the filed plan dated 5 November 1926 made between (1) Fred Wheatley (Vendor) and (2) Jane Smith (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (13.10.1999) A Conveyance of the land tinted blue on the filed plan dated 5 November 1926 made between (1) Fred Wheatley (Vendor) and (2) Horace Driver (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (13.10.1999) A Conveyance of the land edged yellow on the filed plan dated 21 January 1927 made between (1) Fred Wheatley (Vendor) and (2) Francis Coupland (Purchaser) contains covenants identical with those contained in the Conveyance of the land tinted pink on the filed plan dated 5 November 1926 referred to above except that the words "he" and "Southern" are substituted respectively for the words "she" and "Northern"
- 5 (13.10.1999) A Conveyance of the land tinted brown on the filed plan dated 22 January 1927 made between (1) Fred Wheatley (Vendor) and (2) Harry Wallis Lamb (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (13.10.1999) A Conveyance of the land tinted mauve on the filed plan dated 18 March 1927 made between (1) Fred Wheatley (Vendor) and (2)



## C: Charges Register continued

John Bee (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 7 (13.10.1999) A Conveyance of the land hatched mauve on the filed plan dated 26 August 1927 made between (1) Fred Wheatley (Vendor) and (2) Sarah Wheatley (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 8 (13.10.1999) A Conveyance of the land hatched yellow on the filed plan dated 19 September 1927 made between (1) Fred Wheatley (Vendor) and (2) John Henry Harwood contains covenants identical with those contained in the Conveyance dated 26 August 1927 referred to above except that the words "he" "his" and "western" are substituted respectively for the words "she" "her" and "eastern".

*NOTE: Copy plan filed.*

- 9 (13.10.1999) A Conveyance of the land cross hatched blue on the filed plan dated 10 March 1928 made between (1) Fred Wheatley (Vendor) and (2) Hector Illingworth and Mary Illingworth (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 10 (13.10.1999) The land tinted yellow on the filed plan is subject to the following rights contained in a Conveyance thereof dated 14 October 1936 made between (1) Francis Edwin Fraser and John Hubert Pardoe, (2) Lionel Alfred Cowper and Thomas Backhouse Ecroyd and (3) The Lord Mayor Aldermen and Citizens of the City of Leeds and The Lord Mayor Aldermen and Citizens of The City of Bradford:-

"subject to the right of the Horsforth Urban District Council to use maintain and repair at their discretion the sewer and tank and filter the approximate positions of which are shewn on the said plan and marked "Sewer Easement" and "Filter" with rights of entry for any of those purposes"

*NOTE: Copy plan filed.*

- 11 (13.10.1999) A Conveyance of the land cross hatched yellow on the filed plan and other land dated 25 March 1958 made between (1) The County Council of The West Riding of Yorkshire (Vendors) and (2) The Lord Mayor Aldermen and Citizens of The City of Leeds and The Lord Mayor Aldermen and Citizens of The City of Bradford (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 12 (13.10.1999) A Conveyance of the land tinted mauve, hatched blue, tinted brown, edged yellow, tinted pink and tinted blue on the filed plan dated 16 February 1960 made between (1) The Minister of Aviation (Vendor) and (2) The Lord Mayor Aldermen and Citizens of The City of Leeds and The Lord Mayor Aldermen and Citizens of The City of Bradford (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 13 (13.10.1999) A Conveyance of the land edged and numbered 1 and 2 in blue on the filed plan and other land dated 27 September 1960 made between (1) The Minister of Aviation (Vendor) and (2) The Lord Mayor Aldermen and Citizens of The City of Leeds and The Lord Mayor Aldermen and Citizens of The City of Bradford (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 14 (13.10.1999) The land edged and numbered 1 and 2 in blue on the filed plan is subject to the following rights reserved by the Conveyance dated 27 September 1960 referred to above:-

"RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor and of another Government Department known as the Ministry of Aviation (formerly Ministry of Supply) Dept Yeadon part of which is shown edged green on the said plan (hereinafter called "the retained land") and the estate owner or owners for the time being of the retained land and the occupiers thereof the following rights that is to say:-



C: Charges Register continued

(a) the free passage of electricity gas water and soil from and to the retained land through the cables wires pipes drains and channels (if any) which are now in over or under the property hereby conveyed with all easements rights and privileges proper for repairing maintaining and reinstating the same

(b) full right and liberty to retain under the property hereby conveyed the two lines of pumping mains (hereinafter called "the Mains") marked with red lines upon the said plan and to the free passage of water through the mains and to enter upon the property hereby conveyed for the purpose of inspecting maintaining and renewing the same subject to the Vendor making good all damage thereby occasioned to the property hereby conveyed

4. THE Purchasers hereby covenant with the Vendor to the intent that the benefit of this covenant may be annexed to and run with the retained land and each and every part thereof in the event mentioned in clause 3(b) hereof at their own expense to divert the mains and to execute the work of such diversion to the reasonable satisfaction of the Ministry of Works and before the commencement of such work to consult with the said Ministry of Works and to comply with their reasonable requirements"

NOTE 1: A copy of clause 3(b) referred to is set out in the schedule of restrictive covenants hereto

NOTE 2: Copy plan filed.

15 (13.10.1999) The land cross hatched mauve on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 7 May 1969 made between (1) The Minister of Technology (Vendor) and (2) The Lord Mayor Aldermen and Citizens of The City of Leeds and The Lord Mayor Aldermen and Citizens of The City of Bradford:-

"EXCEPT AND RESERVING unto the Vendor and his successors in title owner or owners for the time being of the adjoining or neighbouring land of the Vendor known as Yeadon Depot and edged green on the plan annexed hereto (hereinafter called "the retained land") the rights set out in the second part of the Schedule

THE SCHEDULE above referred to

.....  
..

SECOND PART

FULL free right and liberty for the Vendor and all persons authorised by him from time to time and at all times with or without animals and vehicles to pass and repass over and along the strip of land coloured brown on the said plan annexed hereto"

NOTE: Copy plan filed.

16 (13.10.1999) The land is subject to the following rights granted by a Deed of Grant dated 7 May 1969 made between (1) The Lord Mayor Aldermen and Citizens of The City of Leeds and The Lord Mayor Aldermen and Citizens of The City of Bradford (Owners) and (2) The Minister of Technology (Grantee):-

"THE Owners as beneficial owners hereby grant unto the Grantee the following rights to the end and intent that such rights shall be for ever appurtenant to the Grantee's land for all purposes connected with the use occupation and enjoyment thereof namely full free right and liberty for the Grantee and all persons authorised by him from time to time and at all times with or without animals and vehicles to pass and repass over and along such part of the said land as is coloured brown on the plan annexed hereto"

NOTE 1: The "Grantee's land" referred to is shown edged green on the plan to the Deed

NOTE 2: Copy plan filed.



## C: Charges Register continued

- 17 (13.10.1999) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 in brown on the filed plan dated 29 August 1985 referred to in the schedule of leases hereto:-

"TOGETHER also with the right for the Board and persons authorised by them (in common with the Councils and all persons now or hereafter authorised by them) to pass and repass at all times and for all purposes with or without vehicles over the land shown coloured brown on the said plan and key plan AND TOGETHER with the rights to lay place use maintain inspect repair and renew electric lines (as defined by Section 32 of the Electricity Lighting Act 1882 or any subsisting statutory modification or re-enactment thereof) in and under the land shown coloured blue on the said plan and key plan"

*NOTE: Copy plans filed.*

- 18 (12.03.2003) Right of pre-emption affecting the two areas of land edged mauve on the title plan in favour of Multiflight Limited which will subsist for 21 years from 17 January 2003 contained in a Deed dated 17 January 2003 made between (1) Leeds Bradford International Airport Limited and (2) Multiflight Limited.

*NOTE: Copy filed.*

- 19 (27.05.2005) The land is subject to the easements granted by a Lease dated 12 May 2005 of Offices D8 for a term of 3 years from 1 December 2004.

*NOTE: Copy filed.*

- 20 (21.12.2005) The land is subject to the easements granted by a Lease dated 11 July 2005 of Rooms 125, 126 and 127 on the first floor of the Terminal Building for a term of 3 years from 21 January 2005.

*NOTE: Copy filed.*

- 21 (27.02.2006) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 6 in brown on the title plan dated 20 February 2006 referred to in the schedule of leases hereto:-

"together with the Rights

### SECOND SCHEDULE

#### Rights granted by this lease

1. A right of way at all times and for all purposes in connection with the Company's use of the Accommodation with or without vehicles plant and equipment to and from the Building and the Apparatus from and to the public highway over and along the Access Area

2. To park vehicles on the Access Area at all times during which employees, agents or contractors of the Company are constructing, commissioning, maintaining, repairing, inspecting, operating or removing the electrical sub-station installed or to be installed in the Accommodation and/or laying, maintaining, repairing, renewing and inspecting apparatus in the Cable Reserve.

3. To lay place use maintain inspect alter enlarge renew replace (and remove from or render unusable) at any time or times:

(a) the Underground Lines in the Cable Reserve

(b) Underground Lines in the lands between the Accommodation and all or any of the buildings or works on the Estate by such routes as may be mutually agreed between the parties hereto

(c) Underground Lines in the lands between the Accommodation and the buildings or works of any consumer of electrical energy afforded by the Company by such routes as may be mutually agreed between the parties hereto such agreement not to be unreasonably withheld or delayed



C: Charges Register continued

PROVIDED ALWAYS that the exercise of such rights and liberties shall be subject to the Company making good all damage caused to the Estate

- 4. For the Company and all persons authorised by it at all times with or without vehicles plant and equipment to enter upon and excavate so much of the Cable Reserve and so much of the adjoining parts of the Estate as may from time to time be reaseonably necessary for all purposes in connection with the Apparatus
- 5. To lop trim fell or remove any bush or tree (including the roots thereof) which may interfere with or endanger the Apparatus the Cable Reserve or the Access Area or impede the Company's access thereto
- 6. To open out doors of the Accommodation over the Access Area provided that access is not interrupted for all others requiring access over the Access Area
- 7. To enjoy the free flow of air into the Accommodation through the ventilators in the Building
- 8. Full right of support for the Accommodation from the Building and the right to shelter protection and vertical and lateral support from the adjoining parts of the Estate

Definitions and Interpretation

1.1 In this lease the following words and expressions shall where the context so admits be deemed to have the following meanings:

Access Area means that part of the Estate tinted brown

Accommodation means the accommodation in the Building as briefly described in the First Schedule

Apparatus means the Underground Lines laid or placed or to be placed or to be placed pursuant to the provisions of this Lease

Building means the building of the Lessor on the Estate within which the Accommodation is situated

Cable Reserve means the land shown coloured green on the plans

.....  
..

Company means YORKSHIRE ELECTRICITY DISTRIBUTION plc

Estate means the Lessor's Estate situate at Leeds Bradford International Airport off Whitehouse Lane Yeadon Leeds that is registered at Land Registry with title number WYK657177

.....  
..

Underground Lines shall have the meaning (in the plural) assigned to the expression "electric line" by Section 64 of the Electricity Act 1989 and shall also include (and other) cables and lines inspection covers manholes joint boxes and all apparatus appertaining thereto as may from time to time be laid in or under the Cable Reserve

THE FIRST SCHEDULE  
The accommodation

ALL THAT unit of electrical sub-station accommodation situate within the Building on the Estate containing by admeasurement 38 square metres or thereabouts shown coloured red on the Location Plan and coloured round with red on the Detail Plan which accommodation comprises the airspace (limited to an internal height of 8 feet) and the interior surfaces (but no part of the structure or exterior) of that part of the Building enclosing the Accommodation"

NOTE: Copy Lease plans filed.



## C: Charges Register continued

- 22 (27.02.2006) The land is subject for a term of 60 years from 8 February 2006 to the rights granted by a Lease of an electricity substation lying a short distance to the east of Warren House Lane dated 8 February 2006 made between (1) Leeds Bradford International Airport Limited and (2) Yorkshire Electricity Distribution PLC.

*NOTE: Copy filed.*

- 23 (08.06.2007) A Deed dated 2 May 2007 made between (1) Leeds Bradford International Airport Limited and (2) Leeds City Council and Bradford Metropolitan District Council contains restrictive covenants.

*NOTE: Copy filed under WYK395678.*

- 24 (13.09.2010) UNILATERAL NOTICE affecting the land edged and numbered 7 in brown on the title plan in respect of an Agreement for Lease dated 1 September 2010 made between (1) Leeds Bradford International Airport Limited and (2) Jet2.com Limited.

- 25 (13.09.2010) BENEFICIARY: Jet2.com Limited of FAO The Company Secretary, Jet2.com Limited, Low Fare Finder House, Leeds Bradford International Airport, Leeds, LS19 7TU.

- 26 (25.10.2010) By a Deed of Variation dated 1 September 2010 made between (1) Leeds Bradford International Airport Limited and (2) Jet2.com Limited the terms of the lease dated 8 November 2005 referred to in the schedule of leases hereto were varied.

*NOTE:-Copy Deed filed with Lease dated 1 September 2010 under WYK926964.*

- 27 (25.10.2010) The land is subject to the easements granted by a Lease dated 1 September 2010 of engineering premises adjacent to Stand 17 at Leeds Bradford International Airport to Jet2.com Limited for a term from 1 September 2010 expiring on 7 May 2024.

*NOTE: Copy Lease filed under WYK926969.*

- 28 (12.08.2011) A Deed dated made between (1) Leeds Bradford International Airport Limited rectified the terms of the lease dated 6 May 2011 of Low Fare Finder House 3 referred to in the schedule of leases hereto.

*NOTE: Copy Deed filed under WYK938499*

- 29 (25.01.2012) UNILATERAL NOTICE in respect of an Agreement relating to improvement works relating to Taxiway Lima forming part of the airport facility dated 12 January 2012 made between (1) Multiflight and (2) Leeds Bradford International Airport.

- 30 (25.01.2012) BENEFICIARY: Multiflight Limited of Southside Aviation, Leeds Bradford Airport, Leeds, West Yorkshire LS19 7UG.

- 31 (24.02.2014) UNILATERAL NOTICE affecting Units 1, 1a, 2 and 3 Wharfedale Walk in respect of a Lease dated 22 August 2013 made between (1) Leeds Bradford International Airport Limited and (2) Monarch Airlines Limited for a term starting on 22 August 2013 and expiring on 31 March 2020.

*NOTE: Copy filed.*

- 32 (24.02.2014) BENEFICIARY: Monarch Airlines Limited of Prospect House, Prospect Way, London Luton Airport, Luton Bedfordshire LU2 9NU.

- 33 (31.07.2015) The land is subject to the easements granted by the lease dated 16 June 2015 of Cargo Transit Shed 1 referred to in the Schedule of Noted Leases for a term of 5 years commencing 16 June 2015.

- 34 (12.04.2017) The land is subject to the easements granted by the lease dated 28 March 2017 of premises on the Ground and First Floors, Engineering Building referred to in the Schedule of Noted Leases for a term of 5 years commencing on 20 February 2017.

- 35 (06.06.2017) The land is subject to the easements granted by a lease of .Unit 3 Car Valeting Building dated 6 April 2017 made between (1) Leeds



## C: Charges Register continued

Bradford Airport Limited and (2) Hertz (U.K.) Limited for a term starting on 1 July 2016 and expiring on 30 June 2021.

*NOTE:-Copy filed.*

- 36 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

*NOTE: Charge reference WYK232726.*

- 37 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 38 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 39 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

*NOTE: Charge reference WYK698436.*

- 40 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 41 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 42 (05.05.2023) By a Deed dated 26 April 2023 made between (1) Leeds Bradford Airport Limited and (2) Multiflight Limited the terms of the lease dated 17 January 2003 referred to in the schedule of leases hereto were varied.

*NOTE 1: The proprietor of the registered charge dated 25 January 2019 and 29 June 2021 of the landlord's titles WYK706576 and WYK657177 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 WYK735008.*

- 43 (01.02.2024) The parts of the land affected thereby are subject to the rights granted by a Lease of Hangar 1, South Side dated 17 January 2023 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under YY190469 .*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance of the land tinted pink on the filed plan dated 5 November 1926 referred to in the Charges Register:-

"the Purchaser hereby covenants with the Vendor that she will not at any time erect or suffer to be erected any building or erection other than a dwarf wall Bay window porches or fences between the said roadway in front of the dwellinghouse hereby conveyed and the building line (eighteen feet from the said roadway) marked upon the plan hereupon endorsed nor between the gable end of the said dwellinghouse and the Northern boundary and further that no buildings other than a private dwellinghouse with the usual offices and outbuildings shall be erected upon the said plot of land ..... And the Purchaser further covenants with the vendor that he will duly abide by observe and perform all and every the said reservations covenants agreements and stipulations so far as aforesaid and will keep indemnified the vendor his heirs executors administrators and his and their estates and effects from and against all actions proceedings costs claims and demands for or in respect of any future breach nonobservance or nonperformance thereof"



## Schedule of restrictive covenants continued

- 2 The following are details of the covenants contained in the Conveyance of the land tinted blue on the filed plan dated 5 November 1926 referred to in the Charges Register:-

"the Purchaser hereby covenants with the vendor that he will not at any time erect or suffer to be erected any building or erection other than a dwarf wall Bay window porches or fences between the said roadway in front of the dwellinghouse hereby conveyed and the building line (eighteen feet from the said roadway) marked upon the plan hereupon endorsed and further that no buildings other than a private dwellinghouse with the usual offices and outbuildings shall be erected upon the said plot of land ..... And the Purchaser further covenants with the vendor that he will duly abide by observe and perform all and every the said reservations covenants agreements and stipulations so far as aforesaid and will keep indemnified the vendor his heirs executors and administrators and his and their estates and effects from and against all actions proceedings costs claims and demands for or in respect of any future breach nonobservance or nonperformance thereof"

- 3 The following are details of the covenants contained in the Conveyance dated 22 January 1927 referred to in the Charges Register:-

"The Purchaser for himself and his successors in title hereby covenants with the vendor and his successors in title as follows:-

(1) Not to erect on the hereditaments hereby conveyed any building within eighteen feet of the Dudley Hill and Killinghall Main Road aforesaid as indicated by the building line marked on the said plan other than a dwarf wall bay window porches or fences

(2) Not to erect any building or buildings on the plot of land hereby conveyed other than a private dwellinghouse with the appropriate offices and outbuildings thereto

(3) Not to erect any fences on the plot of land hereby conveyed to a height exceeding three feet six inches

(4) To duly abide by observe and perform all and every the said reservations covenants agreements and stipulations so far as aforesaid and to indemnify the vendor his successors in title and his and their estates and effects from and against all actions proceedings costs claims and demands for or in respect of any future breach non-observance or non-performance thereof"

- 4 The following are details of the covenants contained in the Conveyance dated 18 March 1927 referred to in the Charges Register:-

"the Purchaser hereby covenants with the vendor that he will not at any time erect or suffer to be erected any building or erection other than a dwarf wall Bay window porches or fences between the highway in front of the dwellinghouse hereby conveyed and the building line (eighteen feet from the said highway) marked upon the plan hereupon endorsed and further that no buildings other than a private dwellinghouse with the usual offices and outbuildings shall be erected upon the said plot of land ..... AND also to forthwith appropriate and set apart from the plot of land hereby conveyed such part thereof as is coloured brown on the said plan and for a moiety of the proposed new road thirty six feet wide and will at all times leave the same open and unbuilt upon and free from obstructions ..... And the Purchaser further covenants with the vendor that he will duly abide by observe and perform all and every the said reservations covenants agreements and stipulations so far as aforesaid and will keep indemnified the vendor his successors in title and his and their estates and effects from and against all actions proceedings costs claims and demands for or in respect of any future breach nonobservance or nonperformance thereof"

*NOTE: Copy plan filed.*

- 5 The following are details of the covenants contained in the Conveyance dated 26 August 1927 referred to in the Charges Register:-

"The purchaser to the intent that this covenant shall be binding so far



Schedule of restrictive covenants continued

as may be on the owner for the time being of the hereditaments hereby assured but upon the purchaser only so long as she is the owner of the same hereditaments hereby covenants with the vendor that the purchaser her successors in title will at all times hereafter observe and perform the restrictions and stipulations hereinafter set forth namely:-

(a) To appropriate and set apart that portion of the plot of land coloured brown on the said plan to form part of a proposed road thirty six feet wide in front of the said plot of land and for ever hereafter to keep the same open and unbuilt upon

.....  
..

(c) Not to erect any building or erection other than a dwarf wall bay window porches or fences nearer to the said proposed road thirty six feet wide in front of the said dwellinghouse than the building line shown on the said plan which is eighteen feet from the proposed road nor between the gable end of the said dwellinghouse and the eastern boundary

(d) Not to erect any buildings other than a private dwellinghouse with the usual offices and outbuildings on the said plot of land"

NOTE: Copy plan filed.

6 The following are details of the covenants contained in the Conveyance dated 10 March 1928 referred to in the Charges Register:-

"THE Purchasers hereby jointly and severally covenant with the Vendor that they the Purchasers and their successors in title will from time to time and at all times hereafter duly observe and perform the declarations of intent contained in the Schedule hereto

The SCHEDULE before referred to

(1) SO much of the said plot of land as is coloured brown on the plan drawn on this Conveyance shall for ever hereafter be left open and unbuilt upon and form part of a proposed road thirty-six feet wide

.....  
..

(3) NO building or erection other than a dwarf wall bay window porches or fences shall be built or erected nearer to the proposed new road thirty-six feet wide than the building line shown on the said plan which is eighteen feet from the said proposed road nor between the gable end of the said dwelling-house and the western boundary of the said plot of land

(4) NO building other than a private dwelling-house with the usual offices and outbuildings shall be erected on the said plot of land"

NOTE: No copy of the plan referred to is held by Land Registry.

7 The following are details of the covenants contained in the Conveyance dated 25 March 1958 referred to in the Charges Register:-

"THE Purchasers for the benefit and protection of the adjoining property retained by the Vendors or any part or parts thereof and so as to bind so far as may be the property hereby conveyed into whosoever hands the same may come hereby jointly and severally covenant with the Vendors that they the Purchasers and their successors in title will

(a) maintain the hedges and fences between the points marked "A-B-C-D" on the said plan in good and substantial repair and condition to the reasonable satisfaction of the Architect for the time being of the Vendor and

(b) not allow the servicing overhauling or parking of aircraft or (except in cases of emergency) allow aircraft either to land or to take off on any part of the property hereby conveyed situate between the blue line shown on the said plan and the boundary of the land retained



Schedule of restrictive covenants continued

- by the Vendors indicated by the letters "A-B-C-D" on the said plan"
- NOTE: Copy plan filed under WYK500833.
- 8 The following are details of the covenants contained in the Conveyance dated 16 February 1960 referred to in the Charges Register:-
- "THE Purchasers hereby jointly and severally covenant with the Vendor to the intent that the burden of this covenant may run with and bind the property hereby conveyed into whosoever hands the same may come and every part thereof and to the intent that the benefit thereof may be annexed to and run with the adjoining land of the Secretary of State for Air held under a Lease dated the Twenty fifth day of June One thousand nine hundred and fifty nine and made between the Purchasers of the one part and the Secretary of State for Air of the other part and also with the adjoining land of the Secretary of State being enclosure numbers 99 and 107 on the Ordnance Survey Map Sheets Yorkshire CCII.283 CLXXXVII-14 and 15 not to erect any buildings of any type whatsoever on the property hereby conveyed without the consent of the Minister of Aviation"
- NOTE: No other particulars of the Lease dated 25 June 1959 were supplied on first registration.
- 9 The following are details of the covenants contained in the Conveyance dated 27 September 1960 referred to in the Charges Register:-
- "3. THE Purchasers hereby covenant with the Vendor to the intent that the burden of this covenant may run with and bind the property hereby conveyed into whosoever hands the same may come and every part thereof and to the intent that the benefit thereof may be annexed to and run with the retained land and every part thereof as follows:-
- (a) that neither the property hereby conveyed nor any part thereof shall be used for any noisy noxious or offensive trade or business or for any purpose which may be or become a nuisance damage or annoyance to the Vendor or other the owners or occupiers for the time being of the retained land or any part thereof but nothing herein contained shall prevent the use of the land hereby conveyed for purposes connected with the Leeds and Bradford Airport
- (b) not to carry out or permit or suffer to be carried out any development whether by the erection of buildings or otherwise over the mains nor to obstruct or permit or suffer to be obstructed access to the mains for the purpose of inspecting maintaining or renewing the same Provided that in the event of the Purchasers intending to carry out any development which would otherwise be a breach of this covenant the Purchasers shall be entitled to carry out such development upon the terms and conditions contained in clause 4 hereof and such development carried out as aforesaid shall be deemed not to be a breach of this covenant and this covenant and proviso shall apply to the mains as diverted in accordance therewith"
- NOTE: A copy of clause 4 referred to is set out in the Charges Register.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	13.10.1999 Edged and numbered 1 in brown	Substation site at Leeds Bradford International Airport.	29.08.1985 60 years from 01.01.1985	WYK347412
NOTE: See entry in Charges Register relating to the rights granted by this lease				
2	13.10.1999 Edged and numbered 2 in	Substation site at Leeds Bradford International Airport.	12.04.1984 60 years from 14.02.1984	WYK312826



## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	brown			
3	12.03.2003 Edged and numbered 3 and 4 in brown NOTE: See entry in the Charges Register relating to a Deed of Variation dated 26 April 2023.	Land at Leeds Bradford International Airport	17.01.2003 125 years from 17.1.2003	WYK735008
4	06.01.2006 Edged and numbered 5 in brown NOTE: The lease dated 8/11/2005 referred to above has been determined as to the part edged and lettered 'X' in green on the title plan.	Land and buildings at Leeds Bradford International Airport	08.11.2005 18 years from 8.11.2006	WYK809358
5	27.02.2006 Edged and numbered 6 in brown NOTE: See entry in the charges register relating to the rights granted by this lease	Electrical substation, Whitehouse Lane, Leeds Bradford International Airport.	20.02.2006 60 years from 20.2.2006	WYK814225
6	25.10.2010 Edged and no'd 5 in brown (part of) NOTE: This is a reversionary lease	Low Fare Finder House, Leeds Bradford International Airport.	01.09.2010 6 months from 8/11/2023 to 7/5/2024	WYK926964
7	25.10.2010 Edged and no'd 5 (part of) and 9 in brown NOTE: The registered Lease contains options to determine in the circumstances therein mentioned	Low Fare Finder House 2, Leeds Bradford International Airport.	01.09.2010 Commencing 1/9/2010 expiring on 7/5/2024	WYK926966
8	25.10.2010 Edged and no'd 10 in brown NOTE: The registered lease contains options to determine in the circumstances therein mentioned	Garage no 7, Leeds Bradford International Airport.	01.09.2010 From 1/9/2010 until and including the 31/12/2021	WYK926967
9	25.10.2010 Edged and no'd 11 in brown	Unit 8 Wharfedale Walk, Leeds Bradford International Airport	01.09.2010 5 years from and including the 1 September 2010	
10	12.08.2011 Edged and numbered 7 in brown NOTE: See entry in the Charges Register relating to a Deed of Rectification dated 10 August 2011.	Low Fare Finder House 3	06.05.2011 For a term from 6/5/2011 to 7/5/2024	WYK938499
11	25.04.2013	Unit 10 Wharfedale Walk	04.04.2013 starting on 9/12/2012 and expiring on 8/12/2017	
12	31.07.2015 NOTE: Please see entry in Charges Register relating to the easements.	Cargo Transit Shed 1, Ground Floor	16.06.2015 5 years commencing 16/6/2015	
13	12.04.2017	premises on Ground and	28.03.2017	



Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
		First Floors, Engineering Building, Leeds Bradford Airport	5 years from 20 February 2017	
14	05.10.2018 edged and no'd 13 in brown	Units 1-5 Wharfedale Walk, Leeds Bradford International Airport	27.09.2018 Term of years from and including 27/9/2018 and ending on 31/12/2021	
15	24.11.2023 edged and no. 11 in brown	Unit 8 Wharfedale Walk	18.03.2022 from 1 May 2022 to and including 30 June 2028	
16	24.11.2023 edged and no. 10 in brown	Garage 7	18.03.2022 from and including 1 May 2022 to and including 30 June 2028	
17	24.11.2023	Ground and First Floors premises, Engineering Building	18.03.2022 from and including 1 May 2022 to and including 30 June 2028	
18	24.11.2023	Former Finance Room, First Floor, Terminal Building	18.03.2022 from and including 1 May 2022 to and including 30 June 2028	
19	24.11.2023 edged and no. 5, 7 and 9 in brown	Low Fare Finder House	09.11.2023 from and including 9 November 2023 to and including 30 June 2028	
20	24.11.2023 edged and numbered 13 in brown	Units 1-5 Wharfedale Walk	18.03.2022 from and including 1 May 2022 to and including 30 June 2028	
21	01.02.2024 Edged and numbered 14 in brown (NSE)	Hangar 1, South Side (excluding all airspace more than 22.86 m (75 feet) above the present ground level)	17.01.2024 20 years starting on 17 January 2023 and ending on 16 January 2043	YY190469

NOTE 1: See the entry in the Charges Register relating to the rights granted by this lease.

NOTE 2: The lease comprises also other land.

End of register



**From:** Payne, Emma  
**Sent:** 15 July 2024 11:36  
**To:** Payne, Emma  
**Cc:** Allybokus, Nawaaz  
**Subject:** WYK657177

Title plan for WYK657177 is not available.

Emma Payne | Paralegal | Corporate Claims | Eversheds Sutherland

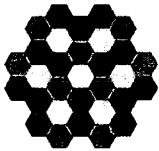
M: +44 7900 001 019

[Emma Payne | LinkedIn](#)

[www.eversheds-sutherland.com](http://www.eversheds-sutherland.com)

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Title number WYK657178

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:58.
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- Issued on 15 Jul 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, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST YORKSHIRE : LEEDS

- 1 (13.10.1999) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land forming part of Leeds Bradford International Airport, Leeds, (LS19 7TU).
- 2 (13.10.1999) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 14 March 1973  
Term : 70 years from 1 July 1965  
Rent : £125  
Parties : (1) The Leeds Corporation  
(2) The Bradford Corporation  
NOTE: The Lease comprises also other land
- 3 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.
- 4 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-



A: Property Register continued

1.

Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2.

Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3.

Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."
- NOTE 1:

The land in this title forms part of the Airport Land referred to
- NOTE 2:

The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road
- NOTE 3:

Copy Transfer filed under WYK838790.
- 5

(11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.
- NOTE:

Copy filed under WYK382769.
- 6

(13.03.2017) The landlord's title is registered as to part of the land comprised in the lease.

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 good leasehold

- 1

(13.10.1999) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds, LS19 7TU.
- 2

(15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3

(09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1

(12.03.2003) Right of pre-emption affecting the land tinted pink on the title plan in favour of Multiflight Limited which will subsist for 21 years from 17 January 2024 contained in a Deed dated 17 January 2003 made between (1) Leeds Bradford International Airport Limited and (2) Multiflight Limited.
- NOTE:

Copy filed under WYK657177.
- 2

(08.06.2007) A Deed dated 2 May 2007 made between (1) Leeds Bradford International Airport Limited and (2) Leeds City Council and Bradford



C: Charges Register continued

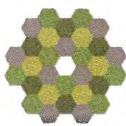
Metropolitan District Council contains restrictive covenants.

*NOTE: Copy filed under WYK395678.*

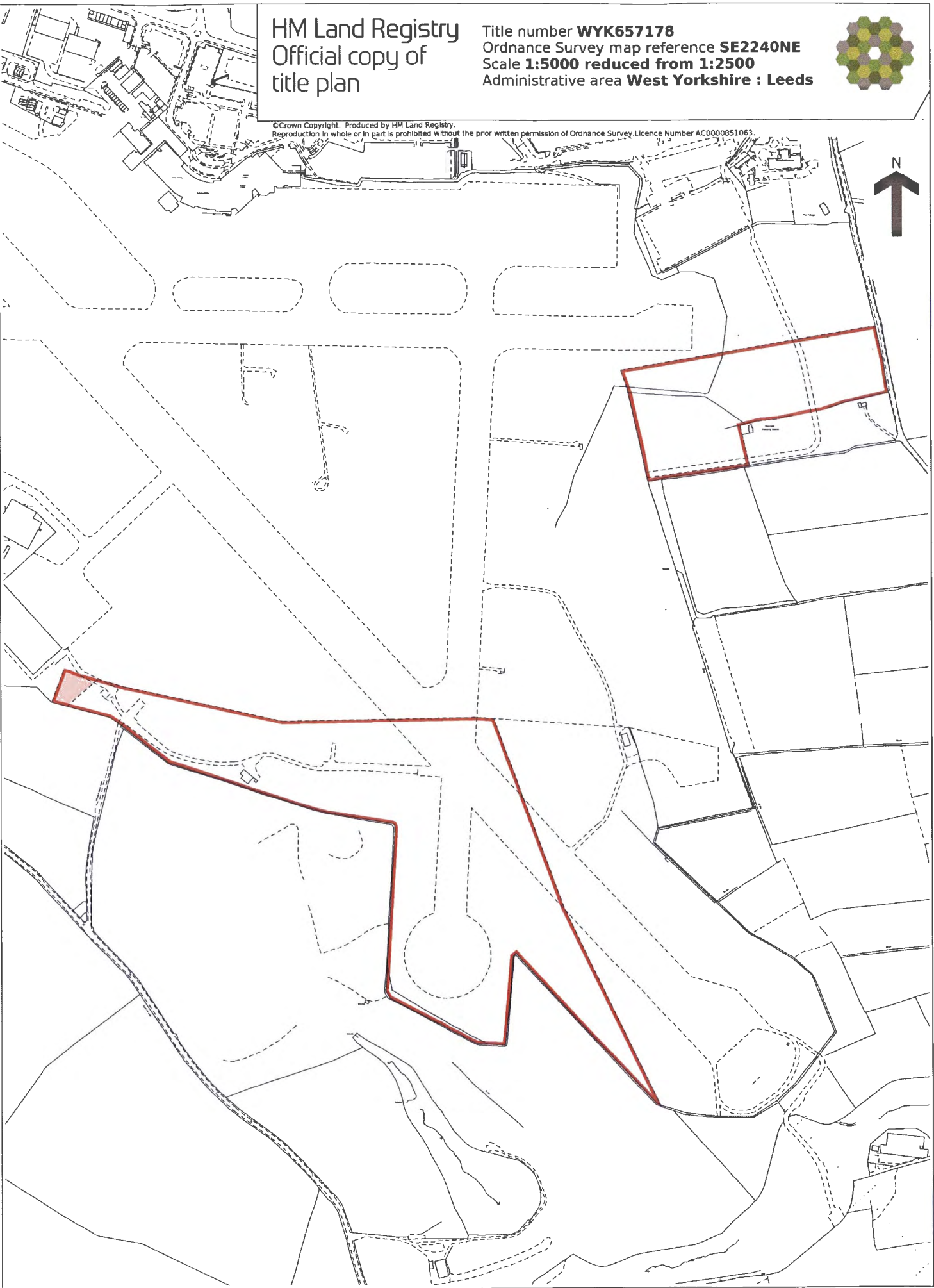
- 3 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.
- NOTE: Charge reference WYK232726.
- 4 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 5 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 6 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.
- NOTE: Charge reference WYK698436.
- 7 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 8 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



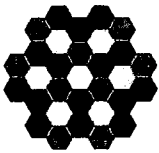


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Official copy  
of register of  
title

Title number WYK657180

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:58.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (13.10.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being part of Leeds Bradford International Airport, Victoria Avenue, Yeadon, Leeds.
- 2 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road



## A: Property Register continued

*NOTE 3: Copy Transfer filed under WYK838790.*

- 3 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

*NOTE: Copy filed under WYK382769.*

## 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 possessory

- 1 (13.10.1999) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds LS19 7TU.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 (13.10.1999) The land is subject to such restrictive covenants and easements as may have been imposed thereon before 13 October 1999 and are still subsisting and capable of being enforced.
- 2 (08.06.2007) A Deed dated 2 May 2007 made between (1) Leeds Bradford International Airport Limited and (2) Leeds City Council and Bradford Metropolitan District Council contains restrictive covenants.
- NOTE: Copy filed under WYK395678.*
- 3 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.
- NOTE: Charge reference WYK232726.*
- 4 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 5 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 6 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.
- NOTE: Charge reference WYK698436.*
- 7 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.



Title number WYK657180

C: Charges Register continued

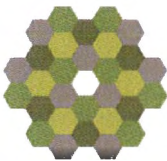
8           (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

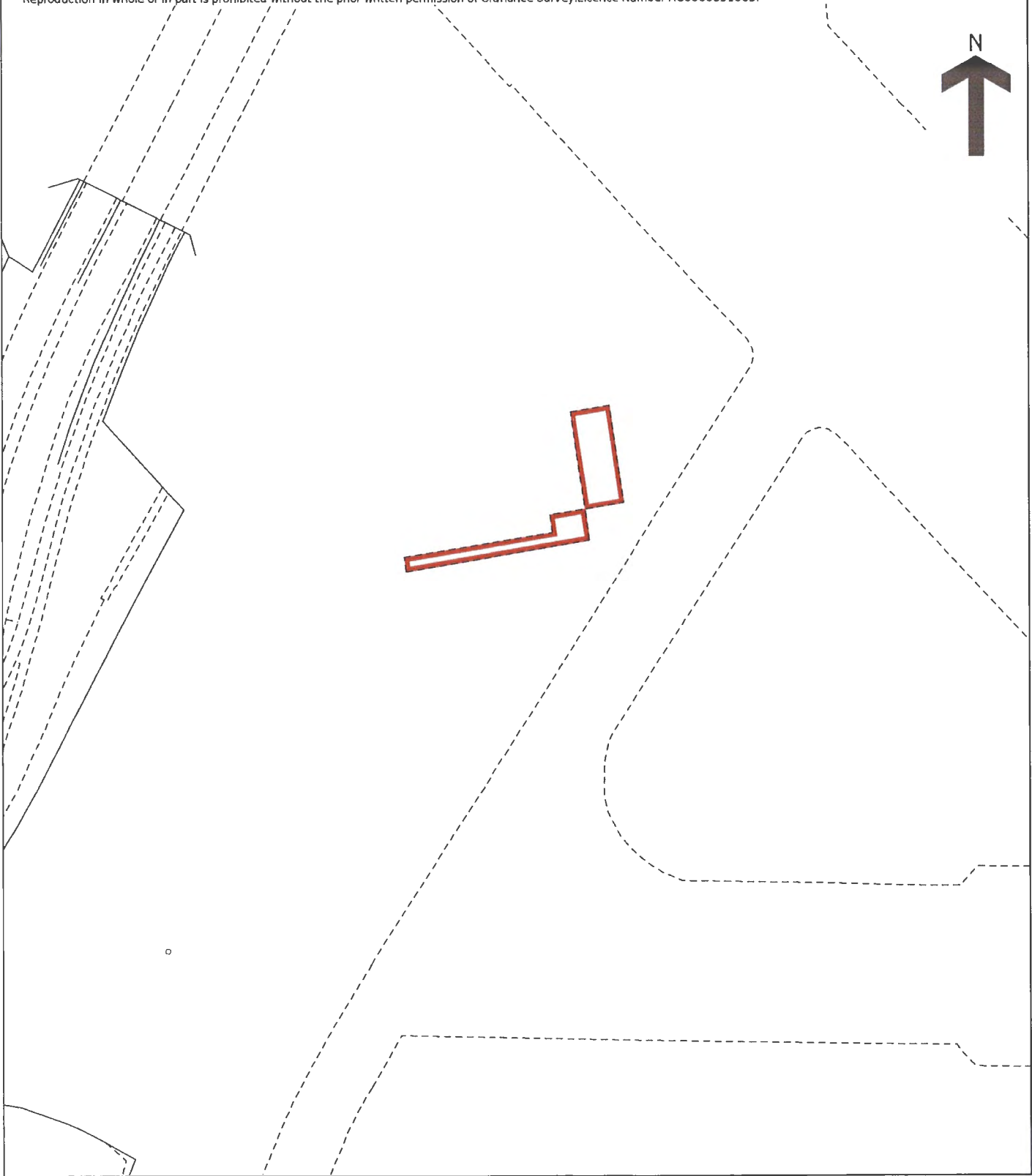


HM Land Registry  
Official copy of  
title plan

Title number **WYK657180**  
Ordnance Survey map reference **SE2241SW**  
Scale **1:1250**  
Administrative area **West Yorkshire : Leeds**

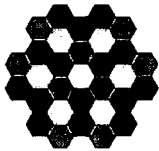


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title

Title number WYK698270

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:58.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1      The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying to the West of Cemetery Road, Yeadon.
- 2      (08.08.2001) A Transfer of the land in this title and other land dated 12 July 2001 made between (1) City of Bradford Metropolitan District Council (Transferor) and (2) Leeds Bradford International Airport Limited (Transferee) contains the following provision:-

The Transferor and Transferee agree and declare that:

13.1.1. the Transferee and any lessee of the Transferee shall not be entitled to and shall not by prescription or other means acquire any right to the access of light or air to any building at any time built on the Property which will restrict or interfere with the free use of any adjoining or neighbouring land of the Transferor for building or any other purposes."

13.1.2. the Transferee shall not be entitled to any right or easement over those parts of titles numbered WYK259150 and WYK286303 to be retained by the Transferor and the Transferor shall not be entitled to any right or easement over the Property other than those (if any) specially granted by their Transfer and accordingly Section 62 of the Law of Property Act 1925 and the rule in Wheeldon -v- Burrows shall not apply to this transfer."

- 3      (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into



A: Property Register continued

any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

- 1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
- 2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
- 3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road

NOTE 3: Copy Transfer filed under WYK838790.

- 4 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

B: Proprietorship Register

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

Title absolute

- 1 (08.08.2001) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds, LS19 7TU.
- 2 (08.08.2001) The price stated to have been paid on 12 July 2001 for this and titles WYK286303, WYK232726 and WYK275282 was £20,000.
- 3 (08.08.2001) 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 and to observe and perform the personal covenants details of which are set in the schedule of personal covenants hereto.
- 4 (08.06.2007) RESTRICTION: No disposition 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 on behalf of the registered proprietor or other party affecting the disposition by its conveyancer that the terms of the Overage Agreement dated 2 May 2007 have been complied with.
- 5 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 6 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.



## Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 12 July 2001 referred to in the Proprietorship Register:-

"The Transferee hereby covenants with the Transferor to grant a farm business tenancy to Mark Emsley in the form of the tenancy agreement attached to this transfer immediately after the execution and completion of this transfer"

*NOTE: Copy filed.*

## C: Charges Register

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

- 1 The land is subject to the rights rights and covenants contained in a Deed dated 2 July 1927 made between (1) Nathaniel Farington Eckersley and (2) The Several Persons therein mentioned.

*NOTE: Abstract filed under WYK259150.*

- 2 The land is subject to the rights rights and covenants contained in a Licence dated 6 March 1947 made between (1) Ernest Winton Stuart and (2) The Yeardon Waterworks Company.

*NOTE: Original filed under WYK259150.*

- 3 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

*NOTE: Charge reference WYK232726.*

- 4 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 5 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 6 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

*NOTE: Charge reference WYK698436.*

- 7 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 8 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

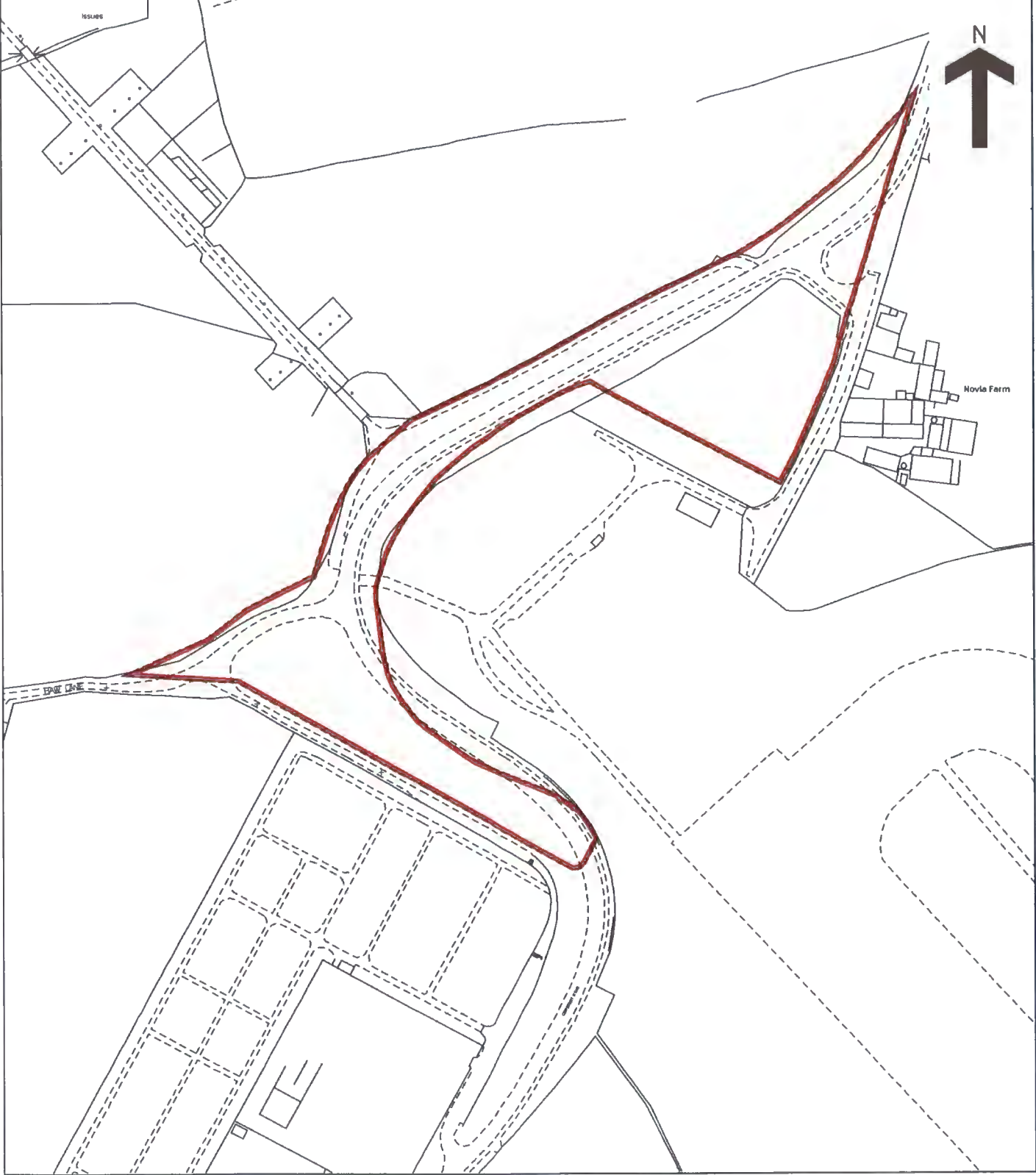


HM Land Registry  
Official copy of  
title plan

Title number **WYK698270**  
Ordnance Survey map reference **SE2142SE**  
Scale **1:2500**  
Administrative area **West Yorkshire : Leeds**

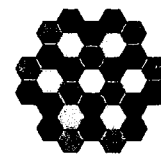


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# Official copy of register of title

Title number WYK698436

Edition date 07.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:08:59.
- 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 15 Jul 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : LEEDS

1 (09.08.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Horsforth Golf Course, Bayton Lane, Horsforth, Leeds.

2 (09.08.2001) The land has the benefit of the rights granted by but is subject as mentioned in a Transfer of the land in this title dated 6 July 2001 made between (1) Leeds City Council and (2) Leeds Bradford International Airport Limited in the following terms:-

"The Property is transferred subject to and, where appropriate, with the benefit of the Title Matters.....

All rights of way, drainage, watercourses, light or other easements, or quasi or reputed easements, and rights of adjoining owners affecting the Property, and all liability to repair or covenants to repair road, pavements, paths, ways, passages, sewers, drains, gutters, fences and other like matters, without obligation on the Transferor to provide evidence of creation of, or to define or apportion, any such liabilities."

3 (09.08.2001) The Transfer dated 6 July 2001 referred to above contains the following provision:-

"The Transferee is not entitled to any right or easement of light or air or otherwise which would or might restrict or in any way interfere with the development of the Retained Land.

It is hereby agreed and declared that the boundary between the Property and the Retained Land shall be owned by the Transferee.

It is hereby agreed and declared that the boundaries of the Property shall be deemed to be coextensive and with all other adjoining property held be the Transferee"

4 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-



A: Property Register continued

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

- 1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
- 2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
- 3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to.

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road.

NOTE 3: Copy Transfer filed under WYK838790.

- 5 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 (09.08.2001) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds LS19 7TU.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (07.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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



Title number WYK698436

- 1 (09.08.2001) The land in this title is with other land unknown subject to a perpetual yearly rent charge of £10 payable to the Trustees of the trust known as Laytons Trust created by a Deed of unknown dated and parties mentioned in a Conveyance dated 16 April 1929 and made between (1) Beatrice Marianne Craven (2) The Reverend Frederick William Hamilton Guttridge and Thomas Arthur Riley and (3) The Urban District Council of Horsforth.

NOTE 1: No other particulars of the rentcharge were supplied on first registration

NOTE 2: Copy filed under WYK269721.

- 2 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.

- 3 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 4 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 5 (07.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

NOTE: Charge reference WYK698436.

- 6 (07.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

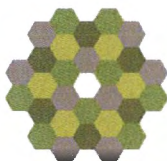
- 7 (07.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

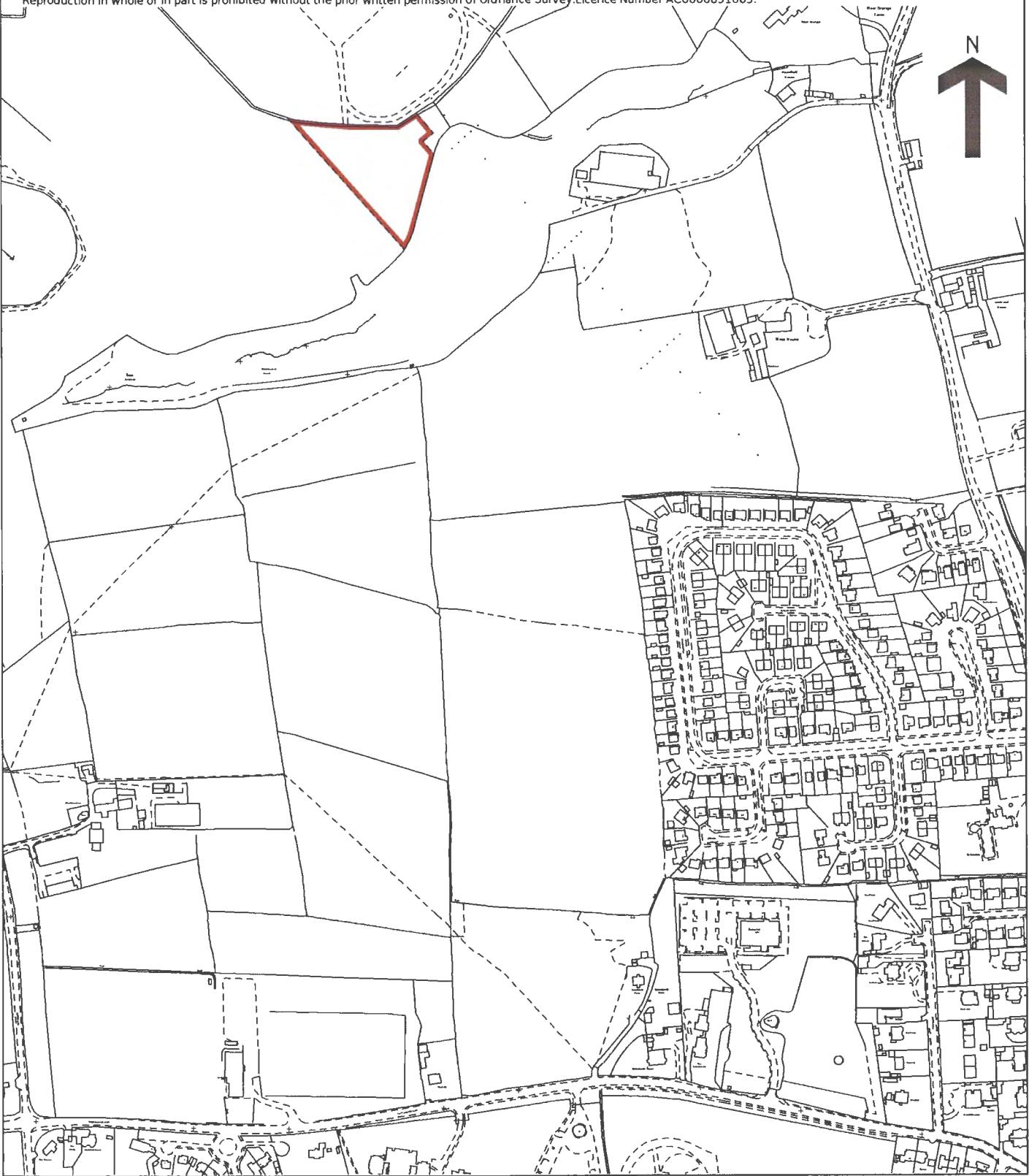


HM Land Registry  
Official copy of  
title plan

Title number **WYK698436**  
Ordnance Survey map reference **SE2339NW**  
Scale **1:5000 reduced from 1:1250**  
Administrative area **West Yorkshire : Leeds**

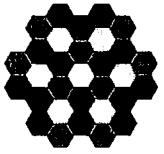


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# Official copy of register of title

Title number WYK706576

Edition date 01.02.2024

- This official copy shows the entries on the register of title on 01 FEB 2024 at 10:30:02.
- 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 15 Jul 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (13.10.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings lying to the South West of Victoria Avenue, Yeadon.
- 2 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

### Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and
3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road



A: Property Register continued

NOTE 3: Copy Transfer filed under WYK838790.

- 3 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 (31.12.2001) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of White House Lane, Yeadon, Leeds LS19 7TU.
- 2 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 3 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (12.03.2003) 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 (12.03.2003) Right of pre-emption affecting the land tinted pink on the title plan in favour of Multiflight Limited which will subsist for 21 years from 17 January 2024 contained in a Deed dated 17 January 2003 made between (1) Leeds Bradford International Airport Limited and (2) Multiflight Limited.
- NOTE: Copy filed under WYK657177.
- 3 (08.06.2007) A Deed dated 2 May 2007 made between (1) Leeds Bradford International Airport Limited and (2) Leeds City Council and Bradford Metropolitan District Council contains restrictive covenants.
- NOTE: Copy filed under WYK395678.
- 4 (25.01.2012) UNILATERAL NOTICE in respect of an Agreement relating to improvement works relating to Taxiway Lima forming part of the airport facility dated 12 January 2012 made between (1) Multiflight Limited and (2) Leeds Bradford International Airport.
  - 5 (25.01.2012) BENEFICIARY: Multiflight Limited of Southside Aviation, Leeds Bradford International Airport, Leeds, West Yorkshire LS19 7UG.
  - 6 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.

- 7 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No.



C: Charges Register continued

- 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings,  
London Wall, London EC2M 5PG.
- 8 (15.02.2019) The proprietor of the Charge dated 25 January 2019  
referred to above is under an obligation to make further advances.  
These advances will have priority to the extent afforded by section  
49(3) Land Registration Act 2002.
- 9 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security  
Agreement dated 29 June 2021 affecting also other titles.
- NOTE: Charge reference WYK698436.
- 10 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No.  
10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings,  
London Wall, London EC2M 5PG.
- 11 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred  
to above is under an obligation to make further advances. These  
advances will have priority to the extent afforded by section 49(3)  
Land Registration Act 2002.
- 12 (05.05.2023) By a Deed dated 26 April 2013 made between (1) Leeds  
Bradford Airport Limited and (2) Multiflight Limited the terms of the  
lease dated 17 January 2003 referred to in the schedule of leases  
hereto were varied.
- NOTE 1: The proprietor of the registered charge dated 25 January 2019  
and 29 June 2021 of the landlord's titles WYK706576 and WYK657177 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 WYK735008.
- 13 (01.02.2024) The parts of the land affected thereby are subject to the  
rights granted by a Lease of Hangar 1 dated 17 January 2024 referred to  
in the schedule of leases hereto.
- NOTE: Copy lease filed under YY190469 .

Schedule of notices of leases

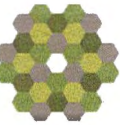
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	12.03.2003 1 in blue	Land at Leeds Bradford International Airport	17.01.2003 125 years from 17.1.2003	WYK735008
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 26 April 2013.			
2	01.02.2024 Edged and numbered 2 in blue (NSE)	Hangar 1, South Side	17.01.2024 20 years starting on 17 January 2023 and ending on 16 January 2043	YY190469
	NOTE 1: See the entry in the Charges Register relating to the rights granted by this lease.			
	NOTE 2: The lease also comprises other land.			

End of register

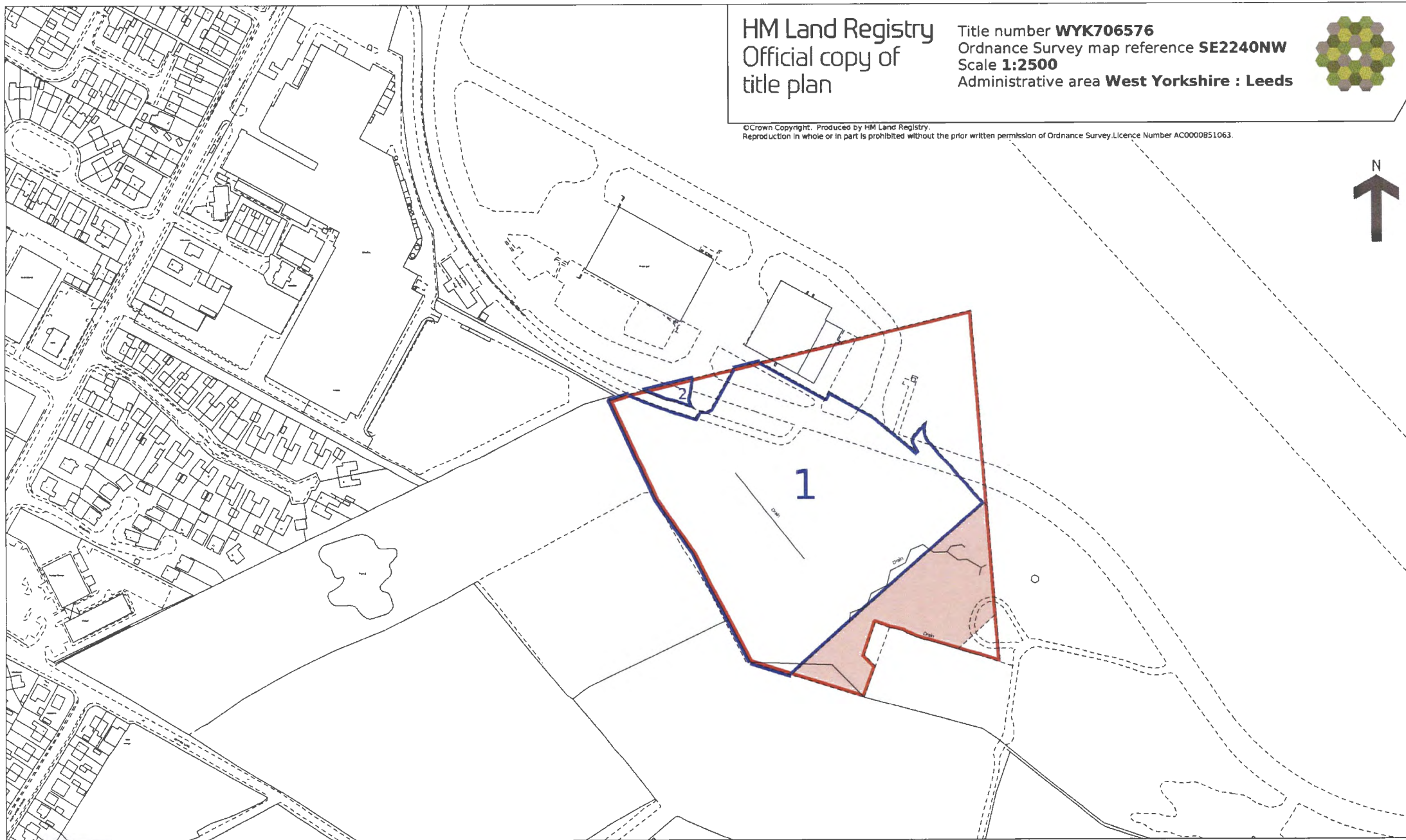


HM Land Registry  
Official copy of  
title plan

Title number **WYK706576**  
Ordnance Survey map reference **SE2240NW**  
Scale **1:2500**  
Administrative area **West Yorkshire : Leeds**

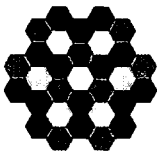


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Official copy  
of register of  
title

Title number WYK723309

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:09:01.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (24.09.2002) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land lying to the west of Scotland Lane, Horsforth, Leeds.
- 2 (24.09.2002) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 11 September 2002 referred to in the Charges Register.
- 3 (24.09.2002) The Transfer dated 11 September 2002 referred to above contains a provision as to boundary structures and excluding the operation of Rule 251 of the Land Registration Rules 1925 as therein mentioned.
- 4 (02.02.2007) The land has the benefit of the following rights reserved by a Transfer of other land dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Airport West (Leeds) Limited (Transferee):-

"The rights set out in part 4 of Schedule 2 is reserved out of the Property for the benefit of the Airport Land.

Part 4 - Right for the benefit of the Airport Land

The Transferor and its successors in title as airport authority shall have the right at all times to enter onto the Property (but not into any buildings erected thereon) with any equipment, birds of prey or other animals for the purpose of bird scaring , providing that the Transferor shall:-

- 1. Cause as little inconvenience as reasonably practicable to the owners and occupiers of the Property in the exercise of such right.
- 2. Make good as soon as reasonably practicable all damage caused to the Property and any buildings from time to time on it to the reasonable satisfaction of the owners of the Property as a result of the exercise of such right; and



A: Property Register continued

3. Indemnify the Transferee and its successors in title against any and all actions, claims, demands and proceedings arising as a result of any damage or injury caused by the exercise of such right."

NOTE 1: The land in this title forms part of the Airport Land referred to.

NOTE 2: The Property referred to is a parcel of land on the north west side of Warren House Lane and on the west of Harrogate Road.

NOTE 3: Copy Transfer filed under WYK838790.

- 5 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 (24.09.2002) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds LS19 7TU.
- 2 (24.09.2002) The price stated to have been paid on 11 September 2002 was £34,000 and VAT of £5,950.
- 3 (08.06.2007) RESTRICTION: No disposition 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 on behalf of the registered proprietor or other party affecting the disposition by its conveyancer that the terms of the Overage Agreement dated 2 May 2007 have been complied with.
- 4 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 5 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (24.09.2002) The land in this title is with other land unknown subject to a perpetual yearly rent charge of £10 payable to the Trustees of the trust known as Laytons Trust created by a Deed of unknown dated and parties mentioned in a Conveyance dated 16 April 1929 and made between (1) Beatrice Marianne Craven (2) The Reverend Frederick William Hamilton Guttridge and Thomas Arthur Riley and (3) The Urban District Council of Horsforth.

NOTE 1: No other particulars of the rentcharge were supplied on first registration



## C: Charges Register continued

*NOTE 2: Copy filed under WYK269721.*

- 2        (24.09.2002) The Conveyance dated 16 April 1929 referred to above contains covenants.
- 3        (24.09.2002) The land is subject to the rights reserved by the Conveyance dated 16 April 1929 referred to above.
- 4        (24.09.2002) A Transfer of the land in this title dated 11 September 2002 made between (1) Leeds City Council and (2) Leeds Bradford International Airport Limited contains restrictive covenants.

*NOTE: Original filed.*

- 5        (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

*NOTE: Charge reference WYK232726.*

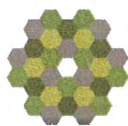
- 6        (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 7        (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 8        (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

*NOTE: Charge reference WYK698436.*

- 9        (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 10       (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



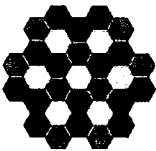


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Official copy  
of register of  
title

Title number WYK775942

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:09:00.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1

(30.09.2004) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north side of Whitehouse Lane, Yeadon.
- 2

(30.09.2004) The Conveyance dated 8 December 1989 referred to in the Charges Register contains the following provision:-  
  
"Together with all fences situate along the boundaries of the property  
.....  
..  
  
It is hereby agreed and declared that the purchaser shall not be entitled to any rights of access light or air which would restrict or interfere with the development of any adjoining or neighbouring land of the Councils for building or any other purpose."
- 3

(30.09.2004) The Transfer dated 31 August 2004 referred to in the Charges Register contains provisions as to light or air and excluding the operation of Section 62 of the Law of Property Act 1925 as therein mentioned.
- 4

(26.07.2010) The land edged and numbered WYK923196 in green on the title plan has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 25 June 2010 referred to in the Charges Register.
- 5

(11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

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 (30.09.2004) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds LS19 7TU.
- 2 (30.09.2004) The value stated as at 30 September 2004 was £5000.
- 3 (26.07.2010) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of Clauses 12.5 and 12.6.1 of a Transfer dated 25 June 2010 made between (1) Leeds Bradford International Airport Limited and (2) Rochpion Properties (4) LLP have been complied with or that they do not apply to this disposition.  
  
NOTE: Copy Transfer filed under WYK923196.
- 4 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 5 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (30.09.2004) The land is subject to the rights reserved by a Conveyance of the land in this title and other land dated 30 October 1889 made between (1) Enoch Hardwick (2) Enoch Hardwick and Thomas Harrison and (3) John Brown.  
  
NOTE: Copy filed.
- 2 (30.09.2004) The land is subject to the following rights granted by a Conveyance of land to the north and west of the land in this title dated 8 December 1989 made between (1) City of Bradford Metropolitan Council and Leeds City Council (the Council) and (2) Mount Charlotte Hotels Limited (Purchaser):-  
  
"Together also with the rights set out in the First Schedule hereto  
  
THE FIRST SCHEDULE before referred to  
  
(details of rights granted to the Purchaser)  
  
(a) The right to drain into the Councils balancing reservoir adjoining the property all surface water drainage from the development the Purchaser being responsible for the construction laying and all other works necessary to take such drainage into the Councils land and to re-instate the said land to the Councils reasonable satisfaction such works being carried out in accordance with all statutory consents and approvals previously obtained and in accordance with the scheme previously approved by the Councils Agent such approval not to be unreasonably withheld.  
  
.....  
..  
  
(c) The right to enter upon the land washed green on plan 1: now or at any time within the perpetuity period to construct lay connect into and use all services (hereinafter called "the services") which expression shall include all drains sewers pipes conduits electricity and



## C: Charges Register continued

telephone cables gas pipes and all other conducting media of whatever nature the Purchaser making good all damage caused to the reasonable satisfaction of the Councils.

.....  
..

(e) The right to place signs at any points on the land washed green on plan 1 in accordance with planning consent previously obtained by the Purchaser."

NOTE: The land in this title forms part of the land washed green referred to.

- 3 (30.09.2004) A Deed dated 13 July 1995 made between (1) Leeds City Council and (2) Bell Cable Media (Leeds) Limited relates to rights to install, keep, maintain and use telecommunications apparatus.

NOTE: Copy filed.

- 4 (30.09.2004) The land is subject to the rights reserved by a Transfer of the land in this title dated 31 August 2004 made between (1) Leeds City Council and City of Bradford Metropolitan District Council and (2) Leeds Bradford International Airport Limited.

NOTE 1: There are no matters in the conveyance dated 23 March 1931 referred to which require entry in the register.

NOTE 2: Copy filed.

- 5 (30.09.2004) A Deed of Release and Grant of Easements dated 31 August 2004 made between (1) Leeds City Council and City of Bradford Metropolitan District Council and (2) Leeds Bradford International Airport Limited contains restrictive covenants.

NOTE: Copy filed under WYK461796.

- 6 (30.09.2004) The land is subject to the rights granted by the Deed of Release and Grant of Easements dated 31 August 2004 referred to above.

- 7 (26.07.2010) A Transfer of the land edged and numbered WYK923196 in green on the title plan and other land land dated 25 June 2010 made between (1) Leeds Bradford International Airport Limited (Transferor) and (2) Rochpion Properties (4) LLP (Transferee) contains Transferors restrictive covenants.

NOTE:-Copy filed under WYK923196.

- 8 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.

- 9 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 10 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 11 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

NOTE: Charge reference WYK698436.

- 12 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 13 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.



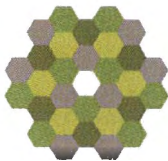
Title number WYK775942

End of register

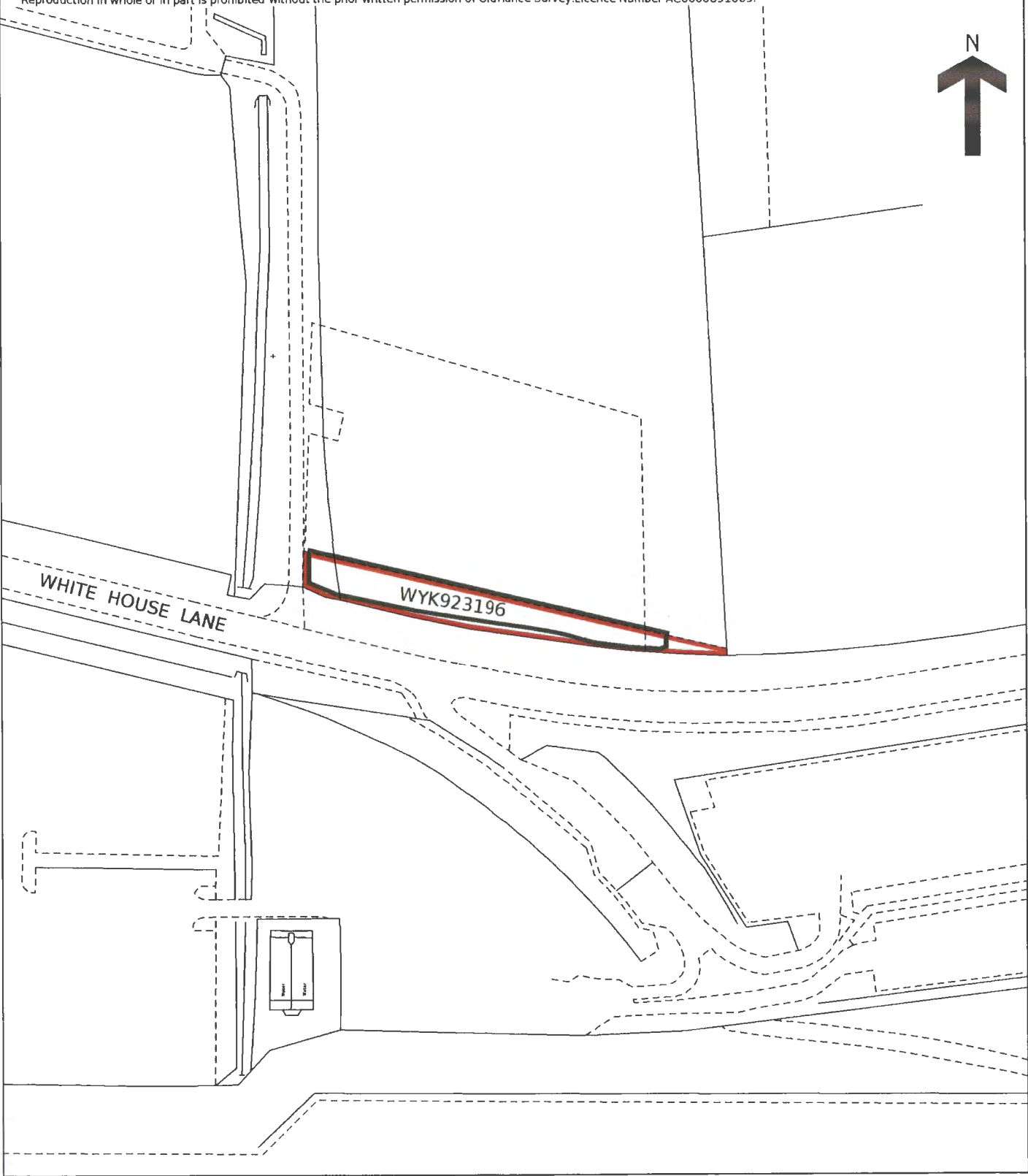


HM Land Registry  
Official copy of  
title plan

Title number **WYK775942**  
Ordnance Survey map reference **SE2241NE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Yorkshire : Leeds**

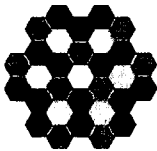


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Official copy  
of register of  
title

Title number WYK806314    Edition date 17.06.2021

- This official copy shows the entries on the register of title on 09 JUL 2021 at 11:36:18.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1        (23.02.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the north east side of Warren House Lane, Yeadon.
- 2        (23.02.1994) The Transfer dated 23 December 1993 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared the Purchaser shall not have or claim against the Vendor or any purchaser from it any right to air light way or other easement which might prejudice the free use of the Retained Land and all such rights are hereby expressly excluded and any enjoyment had by the purchaser inconsistent with the right granted to the Purchaser hereunder shall be deemed to be had by consent of the Vendor

.....  
..

"the retained" land means the adjacent adjoining or neighbouring property of the Vendor and each and every part thereof."

- 3        (21.12.2006) 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.
- 4        (21.12.2006) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land edged and numbered WYK838790 in green on the title plan dated 22 November 2006 made between (1) Leeds Bradford International Airport Limited (2) Airport West (Leeds) Limited.

NOTE: Copy filed under WYK838790.

- 5        (21.12.2006) The Transfer dated 22 November 2006 referred to above contains provisions as to boundary structures.
- 6        (06.01.2009) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered WYK895017 on the title plan dated 28 November 2008 made between (1) Leeds Bradford International Airport Limited and (2)



A: Property Register continued

Airport West (Leeds) Limited.

NOTE: Copy filed under WYK895017.

- 7 (18.07.2013) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land in this title dated 14 June 2013 made between (1) Leeds Bradford International Airport Limited and (2) Tema Holdings (Worldwide) Limited.

NOTE: Copy filed under YY21155.

- 8 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

- 9 (17.06.2021) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered YY153772 in green on the title plan dated 2 June 2021 made between (1) Leeds Bradford Airport Limited (Transferor) and (2) Oyster Ventures Limited (Transferee) but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE: Copy filed under YY153772.

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 (23.02.1994) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of City Hall, Bradford, W Yorkshire BD1 1HY.
- 2 (23.02.1994) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the Vendor contained in the Licence and on its part to be observed and performed under the terms of the occupancy of Site B, referred to in the Second Schedule set out in the Charges Register. and of indemnity in respect thereof.
- 3 (21.12.2006) RESTRICTION: No disposition of the registered estate in the land edged yellow on the title plan 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 paragraph 6 of Schedule 6 of the Transfer dated 22 November 2006 referred to in the Property Register have been complied with.
- 4 (18.07.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by a conveyancer that the provisions of clauses 12.12 and 12.14.1 of the Transfer dated 14 June 2013 made between (1) Leeds Bradford International Airport Limited and (2) Tema Holdings (Worldwide) Limited have been complied with.
- 5 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.



C: Charges Register

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

1 (23.02.1994) An Enclosure Award dated 24 June 1805 made under the provisions of an Act dated 1803 entitled An Act for dividing allotting and enclosing a common or moor called Yeadon Moor and other waste grounds within the Manor and Township of Yeadon in the parish of Guiseley contains the following provision:-

AND I do order direct and award that the said Joshua Crompton his heirs and assigns shall make and for ever hereafter repair and maintain the fence against the said Road called Pool Road.

NOTE: Pool Road referred to is now known as Harrogate Road.

2 (23.02.1994) The land is subject to the following rights granted by a Deed dated 7 May 1993 made between (1) City of Bradford Metropolitan Council and Leeds City Council (Councils) and (2) Edenshead Limited (Company):-

The Councils as trustees hereby grant to the Company the exclusive right to lay (and thereafter to maintain repair cleanse and renew) a drain in the easement strip into a manhole recently constructed at the direction of the Councils in the approximate position marked "manhole" on Plan No. H/25/27B attached hereto together with the right to enter the easement strip for the said purpose and the right to drain through the said drain once constructed subject to the conditions hereinafter set out

.....  
..

"the servient land" means the easement strip (as hereinafter defined) and the protected area (as hereinafter defined) which land at the date hereof is vested in the Councils as trustees in fee simple upon trust for sale

"the easement strip" means the land shown coloured brown on the attached plan No. H/25/27B which said land has an approximate width of 4 metres "the protected area" means the land shown coloured green on the said plan no H/25/27B.

It is hereby agreed and declared that the rights granted hereby are exercisable subject only to compliance with the following conditions:-

(a) the said drain shall be maintained at all times by the owners for the time being of the dominant land

(b) the said drain shall not be used for surface water

(c) the Company shall make good any damage to any part of the protected area or any buildings thereon where such damage arises out of the carrying out of the works and such making good shall be done to the reasonable satisfaction of the Councils

(a) It is hereby further agreed and declared that at any time within a period of 20 years from the date hereof the Councils may be written notice to the Company request the Company to approve the variation of the route of the said drain provided that the alternative route does not detrimentally affect the capacity of the drain or its ability to provide the service reasonably required by the Company and provided further that the carrying out of relevant diversion works does not cause any interruption in the Company's drainage facilities

(b) At any time within the said period of 20 years the Councils may by written notice to the Company request that the Councils be given the right to connect into the Company's drain such new drains as are then required for servicing the property of the Councils

(c) In the event of the service by the Councils of a notice pursuant to the provisions of either (a) or (b) above then the remaining provisions of this clause shall apply

(d) The works required to effect either the variation of route or the



C: Charges Register continued

connections (as appropriate) shall be done at the expense of the Councils and relevant legal or other professional fees which are reasonably incidental thereto shall be paid by the Councils but neither party shall require payment of consideration by the other party in respect solely of the right to carry out any works

(e) The consent of the Company to the carrying out of any works shall not be unreasonably withheld or delayed provided that the withholding of any consent shall be deemed reasonable if it is due to problems of capacity of the drainage system.

(f) Any dispute regarding the implementation of this clause shall be referred to arbitration in accordance with the Arbitration Act 1950 and the arbitrator shall have power to direct that works may be carried out upon such conditions as shall be specified

(g) for the purpose of services of notices hereunder the regulations as to service contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein

5. The Councils with the intent so as to bind (so far as practicable) the easement strip and each and every part thereof into whosoever hands the same may come and to benefit and protect the rights granted to the Company and the dominant land and each and every part thereof (but not so as to render the Councils liable for any breach of covenant committed after the Councils shall have parted with all interest in the easement strip in respect of which such breach shall occur) hereby covenant with the Company that the Councils and their successors in title will at all times hereafter observe and perform the following restrictions in respect of the easement strip:-

(i) within the easement strip no building or structure (save fences or fence walls) shall be erected and no tree shall be planted

(ii) the level of the surface of the easement strip shall not be materially lowered so as to reduce the cover of soil or other material over the works

Provided that nothing in this Clause shall prevent the Councils from installing any necessary services pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Company or from carrying on agricultural operations which are normal in the district or acts of good husbandry including ploughing hedging or ditching but causing no interference with or obstruction to the works and no material reduction of the cover of soil or other material above the drain.

NOTE: The "manhole" referred to is shown in blue on the filed plan. The dominant land is land adjoining the north eastern boundary of the land in this title which lies to the north east of Warren House Lane. The land coloured brown and the land coloured green on the plan referred to are shown tinted yellow and tinted pink respectively on the filed plan.

3 (23.02.1994) By a Transfer of the land in this title and other land dated 23 December 1993 made between (1) Leeds City Council and City of Bradford Metropolitan Council (Vendor) and (2) Leeds Bradford Airport Limited (Purchaser) the land was transferred subject as follows:-

"The Property is transferred SUBJECT to  
.....  
..

(ii) the right of occupancy of John Kenneth Lawson and the Licence details of which are set out in the Second Schedule

(iii) an undocumented surface water drain crossing the property in the approximate position shown on Plan No. 2

(vi) all outgoing easements quasi or reputed easements wayleaves rights of way (public or otherwise) light air water drainage or other



C: Charges Register continued

rights or restrictions affecting the property or any part thereof or not continuous apparent or reasonably necessary

.....  
..

THE SECOND SCHEDULE

1. A Licence ("the Licence") the date of which is unknown made between (1) Leeds City Council and City of Bradford Metropolitan Council (2) John Kenneth Lawson in respect of Site A

2. The right of occupancy for agricultural purposes by John Kenneth Lawson in respect of Site B."

NOTE: That part of the undocumented water drain referred to which crosses the land in this title is shown tinted blue on the filed plan. Site A referred to is that part of the land in this title which lies to the north east of Warren House Lane.

4 (28.08.2007) 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.

NOTE:- Each lease is referenced by edging and numbering in blue on the title plan unless otherwise stated in the schedule of leases.

5 (18.02.2010) The parts of the land affected thereby are subject to the rights granted by a Lease of an electricity sub-station site on the south side of the land in this title dated 8 February 2006 made between (1) Leeds Bradford International Airport Limited and (2) Yorkshire Electricity Distribution PLC for a term of 60 years from 8 February 2006.

NOTE:-Copy Lease filed under WYK813730.

6 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.

7 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

8 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	22.02.2006 1	Electricity Substation	08.02.2006 60 years from 08.02.2006	WYK813730
	NOTE: See entry in Charges Register relating to the rights granted by this lease			
2	18.06.2018 Edged and numbered 2 in blue (part of)	Unit 1 Part the 1st and 2nd floors	20.09.2013 10 years from and including 20 September 2013	YY104209
	NOTE 1: This lease grants the exclusive use of the car parking spaces tinted mauve on the title plan			
	NOTE 2: The lease contains a right of pre-emption			



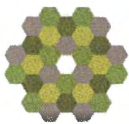
Title number WYK806314

End of register

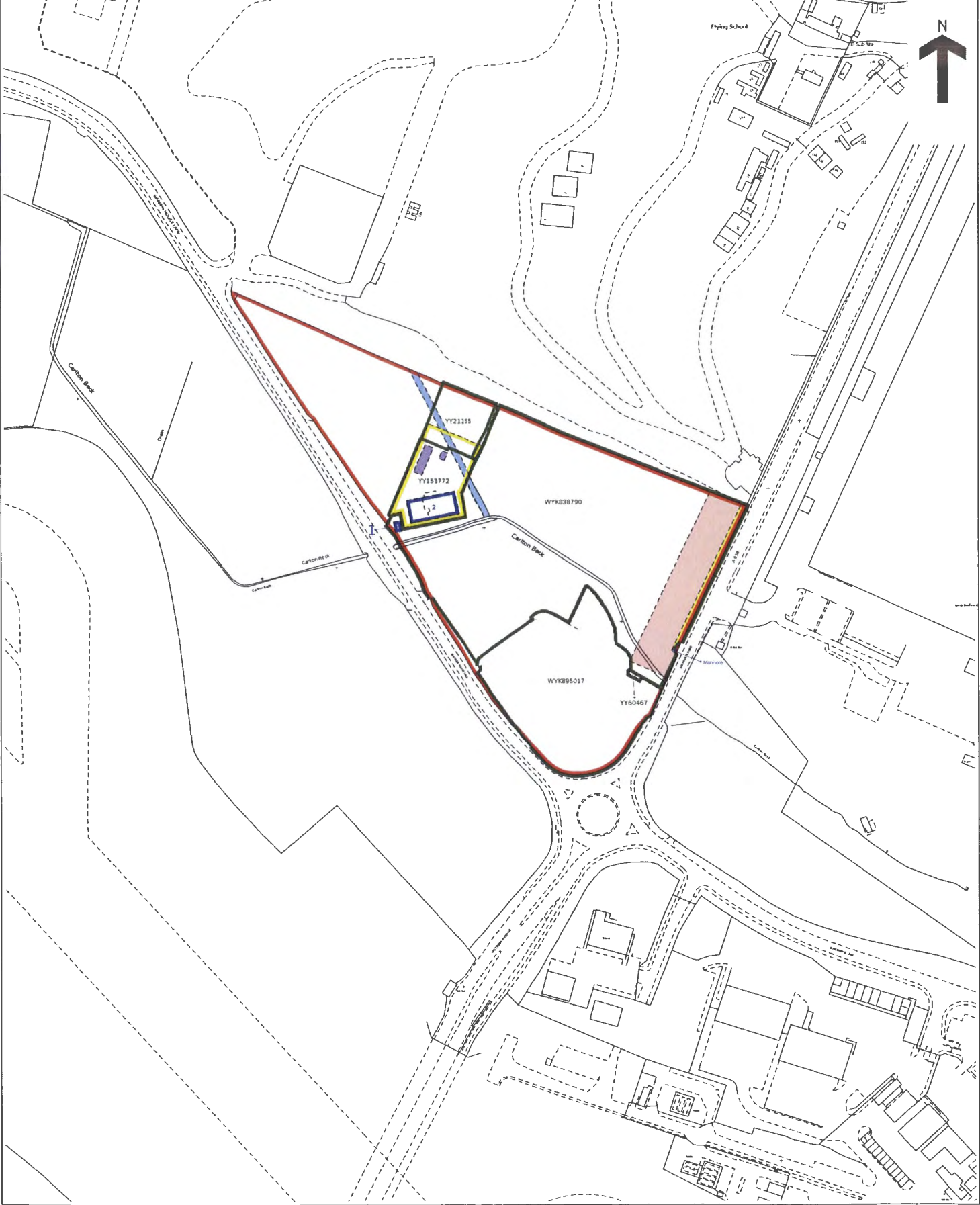


HM Land Registry  
Official copy of  
title plan

Title number **WYK806314**  
Ordnance Survey map reference **SE2242SW**  
Scale **1:2500**  
Administrative area **West Yorkshire : Leeds**

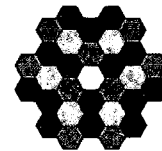


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Official copy  
of register of  
title

Title number WYK831477

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:09:02.
- 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 15 Jul 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (19.09.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land and buildings forming part of the Terminal Building, Leeds and Bradford Airport, White House Lane, Yeadon, Leeds.
- 2 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

*NOTE: Copy filed under WYK382769.*

## 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 (19.09.2006) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Leeds and Bradford International Airport, Leeds.
- 2 (19.09.2006) The value stated as at 19 September 2006 was £75,000.
- 3 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 4 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021



## B: Proprietorship Register continued

in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

## C: Charges Register

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

- 1 (08.06.2007) A Deed dated 2 May 2007 made between (1) Leeds Bradford International Airport Limited and (2) Leeds City Council and Bradford Metropolitan District Council contains restrictive covenants.  
  
*NOTE: Copy filed under WYK395678.*
- 2 (16.02.2011) The land is subject to the easements granted by a Lease dated 1 September 2010 of Corridor 'C' Terminal Building for a term of years from 1/9/2010 until and including 31/12/2021.  
  
*NOTE: Copy Lease filed under WYK926965.*
- 3 (25.01.2012) UNILATERAL NOTICE in respect of an Agreement relating to improvement works dated 12 January 2012 made between (1) Multiflight Limited and (2) Leeds Bradford International Airport.
- 4 (25.01.2012) BENEFICIARY: Multiflight Limited of Southside Aviation, Leeds Bradford Airport, Leeds, West Yorkshire LS19 7UG.
- 5 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.  
  
*NOTE: Charge reference WYK232726.*
- 6 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 7 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 8 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.  
  
*NOTE: Charge reference WYK698436.*
- 9 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 10 (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



**From:** Payne, Emma  
**Sent:** 15 July 2024 11:37  
**To:** Payne, Emma  
**Cc:** Allybokus, Nawaaz  
**Subject:** WYK831477

Title plan for WYK831477 is not available.

Emma Payne | Paralegal | Corporate Claims | Eversheds Sutherland

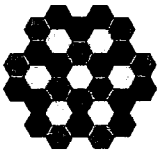
M: +44 7900 001 019

[Emma Payne | LinkedIn](#)

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Official copy  
of register of  
title

Title number WYK857105

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:09:02.
- 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 15 Jul 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, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (08.08.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land lying to the south west of Scotland Lane, Horsforth, Leeds.
- 2 (08.08.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance of the land in this title dated 19 May 1965 made between (1) Kenneth Webster (2) The Provincial Building Society (3) William Deacon's Bank Limited and (4) The Leeds Corporation and The Bradford Corporation.

*NOTE: Copy filed.*

- 3 (08.08.2007) The Transfer dated 2 May 2007 referred to in the Charges Register contains a provision excluding the operation of Section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

*NOTE: Copy filed under WYK382769.*

B: Proprietorship Register

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

Title absolute

- 1 (08.08.2007) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Whitehouse Lane, Leeds LS19 7TU.
- 2 (08.08.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a written consent signed on behalf of the registered proprietor or other party



B: Proprietorship Register continued

- effecting such disposition by its solicitor that the terms of clause 12.7 of the Transfer dated 2 May 2007 referred to in the Charges Register have been complied with.
- 3 (08.08.2007) RESTRICTION: No transfer of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a certificate signed by a conveyancer that the provisions of clause 12.6.2 of the Transfer dated 2 May 2007 referred to in the Charges Register have been complied with or do not need to be complied with
- 4 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 5 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (08.08.2007) The land is subject to the following rights reserved by a Transfer of the land in this title and other land dated 2 May 2007 made between (1) Leeds City Council and City of Bradford Metropolitan District Council (Transferors) and (2) Leeds Bradford International Airport Limited (Transferee):-
- "There is reserved out of the Property for the benefit of each and every part of the Retained Land:
- 12.3.1 all rights liberties, privileges and advantages now used or enjoyed with the Retained Land (whether as easements, quasi easements or otherwise and whether or not continuous, apparent or reasonably necessary; and
- .....
- 12.3.3 the Service Rights through the Service Media in, on, over or under the Property at the date hereof or laid in, on, over or under the Property within the Perpetuity Period;
- 12.3.4 the rights at all times and upon reasonable notice (except in the case of an emergency) to the Transferee or its successors in title or the occupiers for the time being of the Property to enter so much of the Property as is unbuilt upon to clean, maintain, repair and renew Service Media serving or to serve the Retained Land provided the persons exercising these rights do as little damage and cause as little disruption and inconvenience as reasonably practicable to the Property and the use and occupation thereof and immediately make good any damage caused to the Property"
- 2 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.
- NOTE: Charge reference WYK232726.
- 3 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 4 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.



C: Charges Register continued

- 5

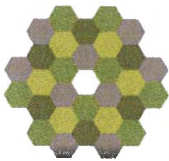
(09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.
- NOTE: Charge reference WYK698436.
- 6

(09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.
- 7

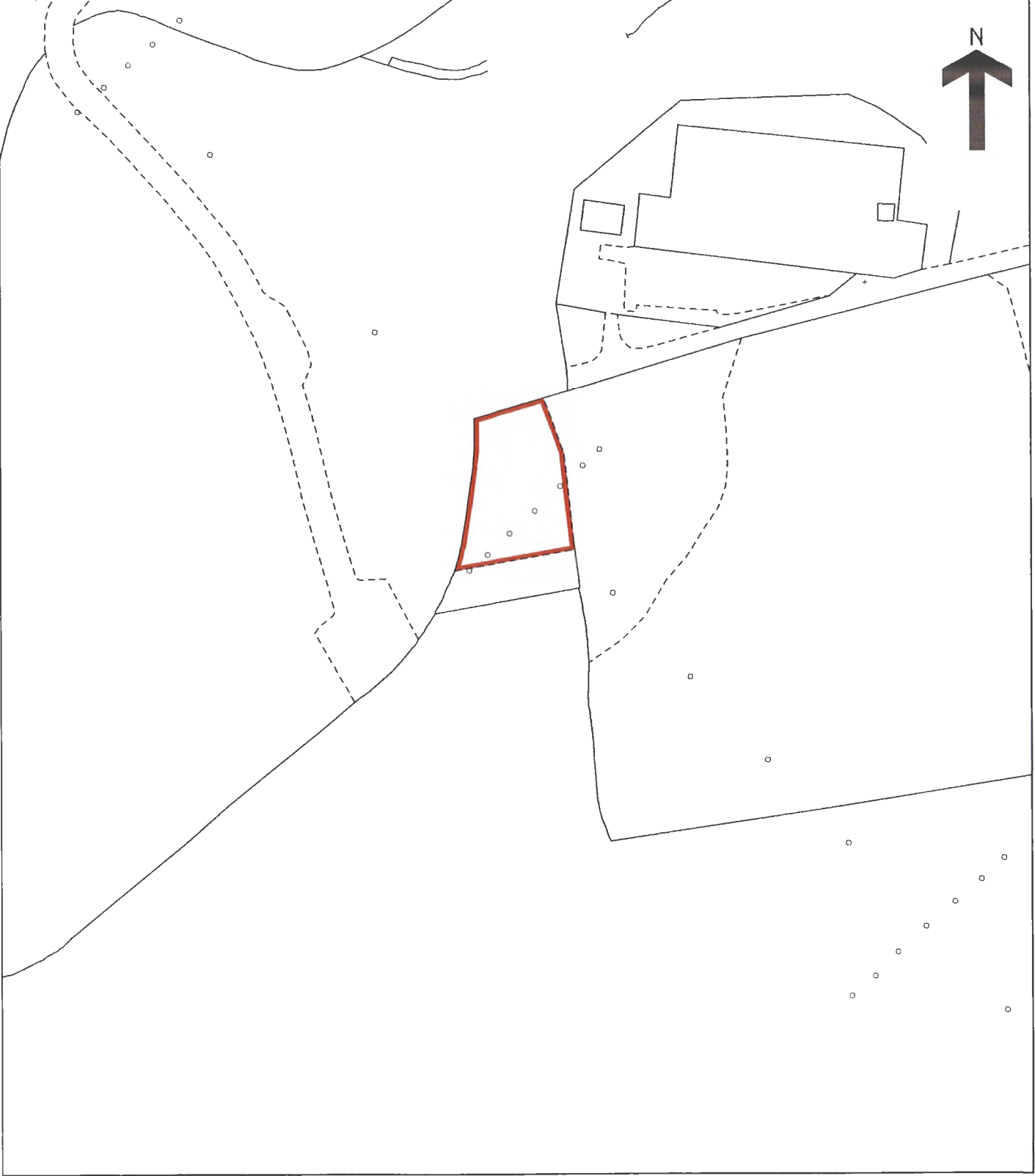
(09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



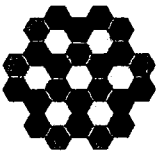


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Official copy  
of register of  
title

Title number WYK857106

Edition date 09.07.2021

- This official copy shows the entries on the register of title on 20 MAR 2024 at 11:56:19.
- 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 15 Jul 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (08.08.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south east side of Cemetery Road and land on the north west and south east sides of Victoria Avenue, Yeadon.
- 2 (08.08.2007) The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer of the land in this title and other land dated 2 May 2007 made between (1) Leeds City Council and City of Bradford Metropolitan District Council (Transferors) and (2) Leeds Bradford International Airport Limited (Transferee):-

"12.2 Rights granted for the benefit of the Property

Site 2 is transferred together with the right in common with all other persons having the like right for agricultural purposes only connected with the use of Site 2 to pass and repass with or without vehicles to and from Site 2 or any part of it over and along the Accessway

12.3 Rights reserved for the benefit of the Retained Land

There is reserved out of the Property for the benefit of each and every part of the Retained Land:

12.3.1 all rights liberties, privileges and advantages now used or enjoyed with the Retained Land (whether as easements, quasi easements or otherwise and whether or not continuous, apparent or reasonably necessary; and

12.3.2 the right of support for the Retained Land and any buildings on it from the Property and any buildings on it;

12.3.3 the Service Rights through the Service Media in, on, over or under the Property at the date hereof or laid in, on, over or under the Property within the Perpetuity Period;

12.3.4 the rights at all times and upon reasonable notice (except in the case of an emergency) to the Transferee or its successors in title or the occupiers for the time being of the Property to enter so much of the Property as is unbuilt upon to clean, maintain, repair and renew Service Media serving or to serve the Retained Land provided the persons exercising these rights do as little damage and cause as little



A: Property Register continued

disruption and inconvenience as reasonably practicable to the Property and the use and occupation thereof and immediately make good any damage caused to the Property"

NOTE 1: Site 2 is edged red and coloured yellow on plan no. 10347/Q. The Accessway referred to is coloured brown on plan no. 10347S.

NOTE 2: Copy Transfer plans filed.

- 3 (08.08.2007) The Transfer dated 2 May 2007 referred to above contains a provision excluding the operation of Section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (11.03.2014) The land has the benefit of the rights granted by a Deed of Grant dated 14 November 2008 made between (1) John Antony Parker and Pauline Patricia Parker and (2) Leeds Bradford International Airport Limited.

NOTE: Copy filed under WYK382769.

B: Proprietorship Register

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

Title absolute

- 1 (08.08.2007) PROPRIETOR: LEEDS BRADFORD AIRPORT LIMITED (Co. Regn. No. 2065958) of Whitehouse Lane, Leeds LS19 7TU.
- 2 (08.08.2007) RESTRICTION: No transfer of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a certificate signed by a conveyancer that the provisions of clause 12.6.2 of the Transfer dated 2 May 2007 referred to in the Charges Register have been complied with or do not need to be complied with
- 3 (08.08.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a written consent signed on behalf of the registered proprietor or other party effecting such disposition by its solicitor that the terms of clause 12.7 of the Transfer dated 2 May 2007 referred to in the Charges Register have been complied with.
- 4 (15.02.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 25 January 2019 in favour of Lucid Trustee Services Limited referred to in the Charges Register.
- 5 (09.07.2021) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate , or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2021 in favour of Lucid Trustee Services Limited referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (08.08.2007) An Enclosure Award dated 24 June 1805 made under the provisions of an Act dated 1803 entitled An Act for dividing allotting and enclosing a common or moor called Yeadon Moor and other waste grounds within the Manor and Township of Yeadon in the parish of



## C: Charges Register continued

Guiseley contains the following provision:-

AND I do order direct and award that the said Joshua Crompton his heirs and assigns shall make and for ever hereafter repair and maintain the fence against the said Road called Pool Road.

NOTE: Pool Road referred to is now known as Harrogate Road.

- 2 (08.08.2007) A Deed of Covenant dated 2 July 1927 made between (1) Nathaniel ffarrington Eckersley and (2) Arthur William Lupton and others contains restrictive covenants and other matters.

NOTE:- Copy filed under WYK761037.

- 3 (08.08.2007) A Conveyance of the land tinted yellow on the title plan and other land dated 15 July 1930 made between (1) Wilfred Naylor Waterhouse (Vendor) and (2) Edwin Chambers (Purchaser) contains the following covenants:-

"The Purchaser to the intent that such covenants shall be binding so far as may be on the owner for the time being of the hereditaments hereby conveyed but upon the Purchaser only so long as he is the owner of the same hereby covenants with the vendor:-

.....

(c) That any dwellinghouse or dwellinghouses to be erected by the Purchaser upon the land hereby conveyed shall be a detached dwellinghouse or detached dwellinghouses or semi-detached dwellinghouses and that no other kind of dwellinghouse shall be erected thereon"

- 4 (08.08.2007) The land tinted yellow on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 15 July 1930 made between (1) Wilfred Naylor Waterhouse (Vendor) and (2) Edwin Chambers (Purchaser):-

"There are reserved to the Vendor in fee simple for the benefit of the whole and every part of the Vendor's retained property:-

.....

(c) Such rights of drainage both surface and underground such rights of sewerage and such rights in relation to gas and water pipes over the land hereby conveyed as the Vendor now enjoys in respect of the Vendor's retained property"

- 5 (08.08.2007) A Conveyance dated 27 September 1960 made between (1) The Minister of Aviation (Vendor) and (2) The Leeds Corporation and The Bradford Corporation (Purchasers) contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

NOTE: This information was taken from Land Charges Class D(ii) dated 29 September 1960 reference number 14/294.

- 6 (08.08.2007) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

- 7 (15.02.2019) REGISTERED CHARGE contained in a Debenture dated 25 January 2019 affecting also other titles.

NOTE: Charge reference WYK232726.

- 8 (15.02.2019) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No.1 Building, 1-5 London Wall Buildings, London Wall, London EC2M 5PG.

- 9 (15.02.2019) The proprietor of the Charge dated 25 January 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 10 (09.07.2021) REGISTERED CHARGE contained in a Supplemental Security Agreement dated 29 June 2021 affecting also other titles.

NOTE: Charge reference WYK698436.

- 11 (09.07.2021) Proprietor: LUCID TRUSTEE SERVICES LIMITED (Co. Regn. No. 10992576) of 6th Floor, No 1 Building, 1-5 London Wall Buildings,



C: Charges Register continued

London Wall, London EC2M 5PG.

- 12
- (09.07.2021) The proprietor of the Charge dated 29 June 2021 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	08.08.2007 1	land in the south east side of Victoria Avenue	21.11.1966 42 years from 1.1.1967	
2	08.08.2007 2	land in the south east side of Victoria Avenue	06.11.1998 from 6.1.1998 to 31.12.2008	

NOTE: The lease comprises also other land.

End of register



**From:** Payne, Emma  
**Sent:** 15 July 2024 11:39  
**To:** Payne, Emma  
**Cc:** Allybokus, Nawaaz  
**Subject:** WYK857106

Title plan for WYK857106 is not available.

Emma Payne | Paralegal | Corporate Claims | Eversheds Sutherland

M: +44 7900 001 019

[Emma Payne | LinkedIn](#)

[www.eversheds-sutherland.com](http://www.eversheds-sutherland.com)

**Eversheds Sutherland**  
Helping our clients, our people and our communities to thrive



IN THE HIGH COURT OF JUSTICE  
KING’S BENCH DIVISION  
B E T W E E N

- (1) LEEDS BRADFORD AIRPORT LIMITED
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED
- (4) NIAL SERVICES LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LONDON LUTON AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT NEWCASTLE INTERNATIONAL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

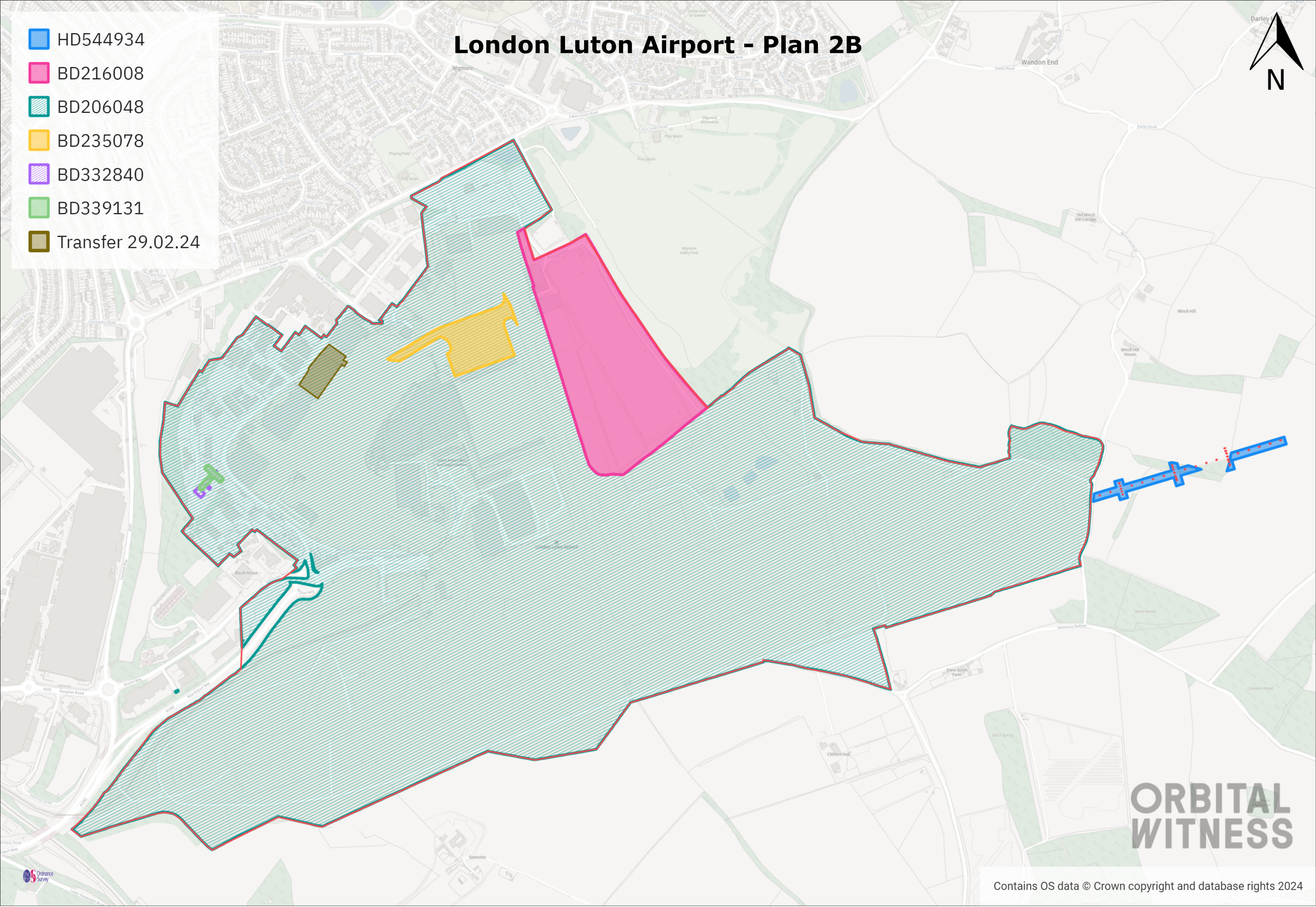
AW4

This is the exhibit marked “AW4” in the witness statement of Alexander James Wright.



- HD544934
- BD216008
- BD206048
- BD235078
- BD332840
- BD339131
- Transfer 29.02.24

# London Luton Airport - Plan 2B



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IN THE HIGH COURT OF JUSTICE  
KING’S BENCH DIVISION  
B E T W E E N

- (1) LEEDS BRADFORD AIRPORT LIMITED
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED
- (4) NIAL SERVICES LIMITED

Claimants

-and-

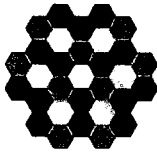
- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LONDON LUTON AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT NEWCASTLE INTERNATIONAL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

AW5

This is the exhibit marked “AW5” in the witness statement of Alexander James Wright.





Official copy  
of register of  
title

Title number BD216008

Edition date 16.04.2019

- This official copy shows the entries on the register of title on 15 MAY 2023 at 11:29:27.
- 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 15 Jul 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, Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

LUTON

- 1 (08.08.2000) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Land adjoining London Luton Airport, Luton.
- 2 (08.08.2000) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 25 February 1999  
Term : 30 years from 20 August 1998  
Rent : As therein mentioned  
Parties : (1) London Luton Airport Limited  
(2) London Luton Airport Operations Limited  
(3) The Council of the Borough of Luton  
*NOTE: A copy of the Lease dated 20 August 1998 referred to in the above mentioned Lease is filed*
- 3 (08.08.2000) The landlord's title is registered.
- 4 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

Title absolute

- 1 (08.08.2000) PROPRIETOR: LONDON LUTON AIRPORT OPERATIONS LIMITED (Co. Regn. No. 3491213) of Navigation House, Airport Way, London Luton Airport, Luton LU2 9LY.



B: Proprietorship Register continued

- 2
- (29.01.2014) The proprietor's address for service has been changed.
- 3
- (16.11.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 16 August 2017 in favour of The Royal Bank of Scotland plc referred to in the Charges Register.

C: Charges Register

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

- 1
- (08.08.2000) The land is subject to the following rights granted by a Deed dated 15 April 1987 made between (1) The Council of the Borough of Luton (the Council) and (2) Luton International Airport Limited (the Company):-  
  
"together with the rights  
  
.....  
..  
  
(iii) to use and maintain the pipes wires drains sewers and other services now or at any time within 80 years from the operative date laid or running through under or over the adjoining or neighbouring land of the Council for the passage of gas water electricity and soil the person exercising such right contributing a fair proportion of the cost of cleansing maintaining repairing and renewing the same."  
  
NOTE: The operative date referred to is 1 April 1987. The said land and property referred to is London Luton Airport.
- 2
- (23.01.2008) 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.
- 3
- (16.11.2017) REGISTERED CHARGE contained in a Security Agreement dated 16 August 2017 affecting also other titles.  
  
NOTE: Charge reference BD146644.
- 4
- (16.11.2017) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. 090312) of Level 9, 250 Bishopsgate, London EC2M 4AA.
- 5
- (16.11.2017) The proprietor of the Charge dated 16 August 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	20.06.2016 Edged and numbered 3 in blue (part of)	Cargo Facility	21.09.2015 From 21/09/2015 until 20/09/2020	
	NOTE 1: This lease comprises also other land.			
	NOTE 2: Copy lease filed under BD206048			
	NOTE 3: This lease is affected by the concurrent lease dated 29 March 2019 referred to below.			
2	16.04.2019 Edged and numbered 1 ; 2 ; 3 in blue	Hangar 201 and 202	29.03.2019 from 1 April 2019 until 17 April 2028	BD327477



Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
---------------------------------------	----------------------	---------------------------	-------------------

(NSE)

NOTE 1: The lease contains an option to renew upon the terms therein mentioned.

NOTE 2: The lease comprises also other land.

NOTE 3: This lease takes effect as a concurrent lease in relation to the lease identified above.

End of register

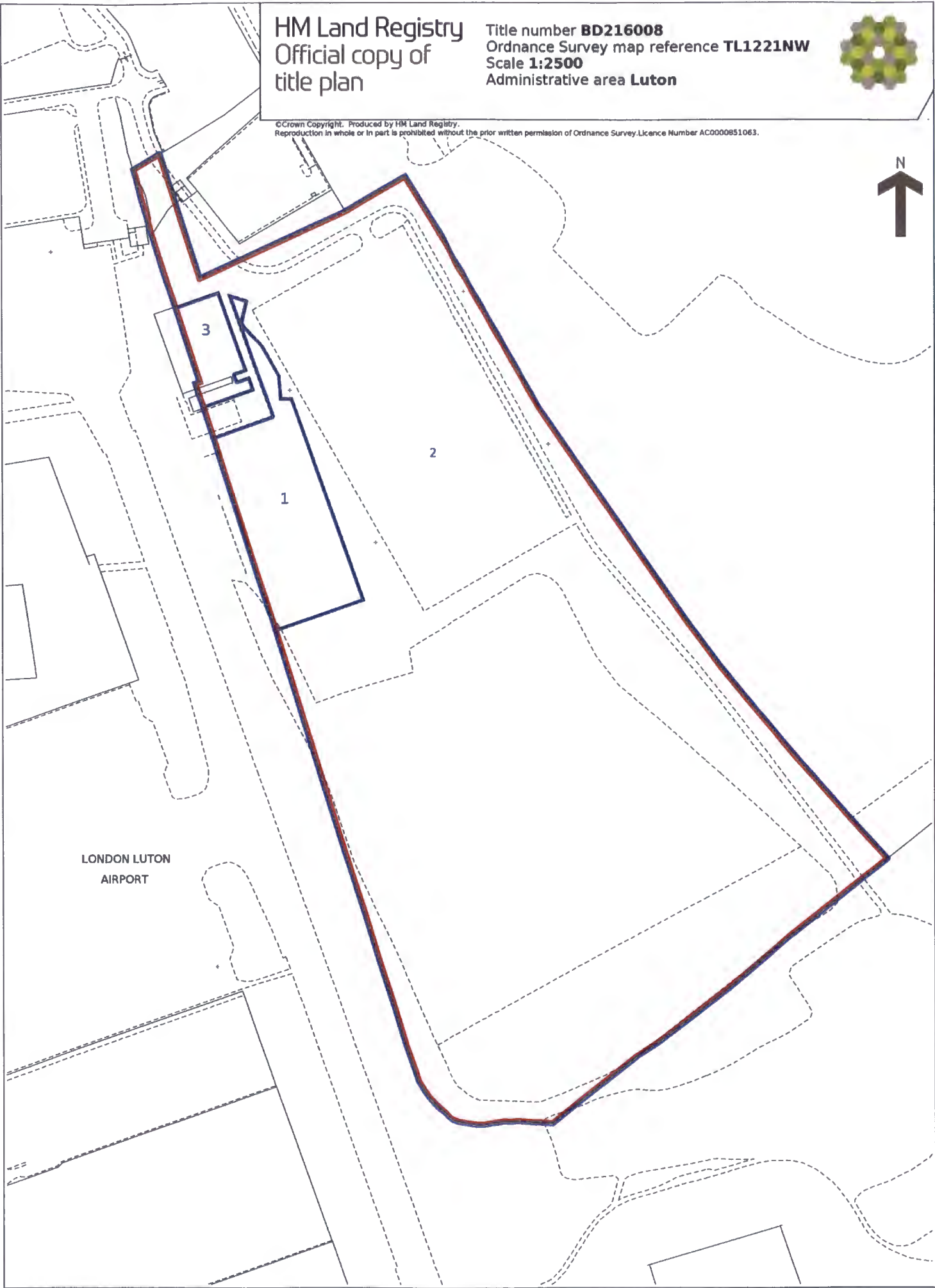


HM Land Registry  
Official copy of  
title plan

Title number **BD216008**  
Ordnance Survey map reference **TL1221NW**  
Scale **1:2500**  
Administrative area **Luton**

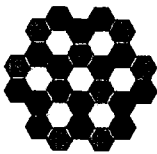


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This official copy is incomplete without the preceding notes page.





Official copy  
of register of  
title

Title number HD544934      Edition date 10.07.2015

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:13:35.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Jul 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Leicester Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

HERTFORDSHIRE : NORTH HERTFORDSHIRE

- 1

(10.07.2015) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Landing lights lying to the east of Airport Way, London Luton Airport, Luton.
- 2

(10.07.2015) The land edged yellow on the title plan has the benefit of but is subject to all rights of way public or private or of water drainage light and other easements and rights of adjoining owners.
- 3

(10.07.2015) The land edged brown on the title plan land has the benefit of the rights reserved by but is subject to the rights granted by a Deed of Gift dated 26 October 1990 made between (1) The Honourable Richard Oakley Pleydell-Bouverie and (2) Gillian Margaret Victoria Pleydell-Bouverie.

*NOTE:-No copy of the deed is held by Land Registry. But see the entry in the Charges Register referring to this deed.*
- 4

(10.07.2015) The land has the benefit of the rights reserved by but is subject to the rights granted by a Deed of Grant dated 21 January 1991 made between (1) Robert William Smith and Mark Iain Tennant (Grantors) and (2) Fina plc.

*NOTE: Copy filed under HD511283.*
- 5

(10.07.2015) The land has the benefit of and is subject to the rights contained in a Transfer of the freehold estate in the land edged and numbered 1 & 2 in blue on the title plan and other land dated 5 April 2005 made between (1) Mark Iain Tennant and Andrew Leslie Pym and (2) Harriot Isobel Pleydell-Bouverie and Bartholemew Richard Pleydell-Bouverie.

*NOTE:-Copy filed under HD442451.*
- 6

(10.07.2015) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 6 July 2015



A: Property Register continued

- Term

:

21 years beginning on and including 7 February 2014 and ending on and including 6 February 2035
- Parties

:

(1) Gillian Margaret Victoria Pleydell-Bouverie  
(2) Bartholomew Richard Pleydell-Bouverie and Harriot Isobel Pleydell-Bouverie  
(3) Richard Oakley Pleydell-Bouverie  
(4) London Luton Airport Operations Limited
- 7

(10.07.2015)

The Lease prohibits or restricts alienation.
- 8

(10.07.2015)

The land has the benefit of any legal easements granted by clause LR11.1 of the registered lease dated 6 July 2015 referred to above.
- 9

(10.07.2015)

The landlord's title is registered.

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

(10.07.2015)

PROPRIETOR: LONDON LUTON AIRPORT OPERATIONS LIMITED (Co. Regn. No. 3491213) of Navigation House, Airport Way, London Luton Airport, Luton LU2 9LY.

C: Charges Register

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

- 1

(10.07.2015)

The land edged yellow on the title plan is subject to the following rights reserved by a Deed of Gift of the freehold estate in the land edged yellow on the title plan and other land dated 26 October 1990 made between (1) The Honourable Richard Oakley Pleydell-Bouverie and (2) Gillian Margaret Victoria Pleydell-Bouverie:-  
  
EXCEPTING AND RESERVING the right set out in the Second Schedule hereto

THE SECOND SCHEDULE

(Rights excepted or reserved)

1.

A right of way in fee simple to the Donor and his successors in title the owners and occupiers for the time being of all or any part of OS 0025 shown edged blue on the Plan annexed hereto and his servants and licensees going to or from OS 0025 or any part thereof full right and liberty from time to time and at all times hereafter and for all purposes to pass and repass with or without animals and vehicles across through and over OS 7218 and every part thereof.
- NOTE:

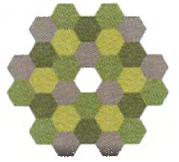
Copy plan filed under HD511407.

End of register



HM Land Registry  
Official copy of  
title plan

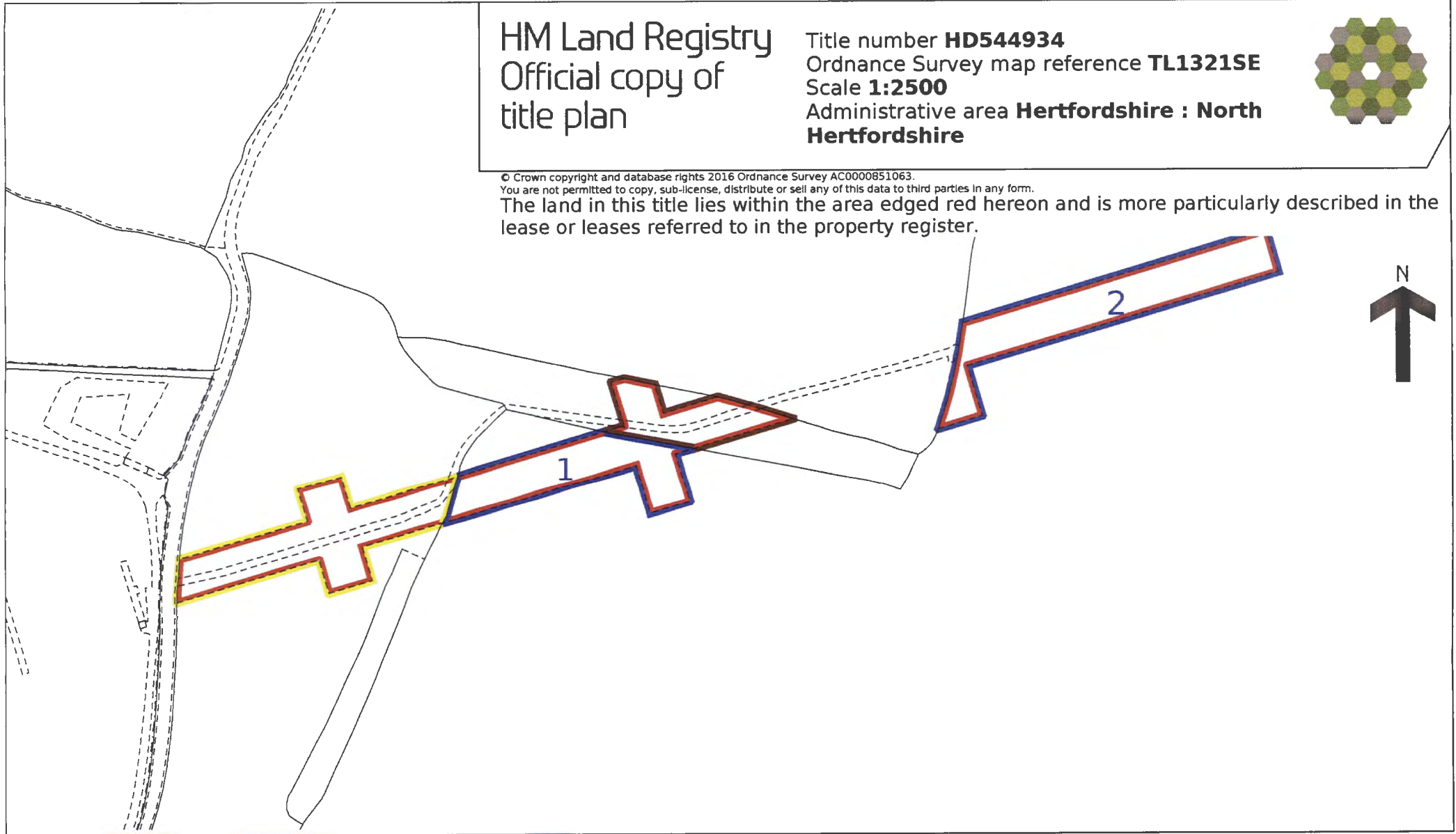
Title number **HD544934**  
Ordnance Survey map reference **TL1321SE**  
Scale **1:2500**  
Administrative area **Hertfordshire : North Hertfordshire**



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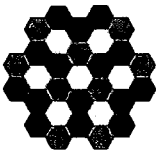
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.

The land in this title lies within the area edged red hereon and is more particularly described in the lease or leases referred to in the property register.



This official copy is incomplete without the preceding notes page.





Official copy  
of register of  
title

Title number BD206048

Edition date 24.01.2023

- This official copy shows the entries on the register of title on 15 MAY 2023 at 11:29:28.
- 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 15 Jul 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, Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

LUTON

- 1 (30.09.1998) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being London Luton Airport, Luton.
- 2 (30.09.1998) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 20 August 1998  
Term : 30 years from 20 August 1998  
Rent : As therein mentioned  
Parties : (1) London Luton Airport Limited  
(2) Luton Borough Council  
(3) London Luton Airport Operations Limited
- 3 (30.09.1998) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (30.09.1998) The landlord's title is registered.
- 5 (22.03.2000) The land has the benefit of the rights granted by a Deed dated 10 February 2000 made between (1) The Council of the Borough of Luton (2) London Luton Airport Limited and (3) London Luton Airport Operations Limited.

NOTE: Original filed under BD19599.

- 6 The references shown edged and numbered 10 in blue, edged and numbered 17, 18, 25, 27, 28, 29, 38 and 41 in yellow and edged and numbered 1 in brown on the title plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.
- 7 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or



A: Property Register continued

- affect the registered land.
- 8 (20.06.2013) By a Deed dated 15 February 2013 made between (1) London Luton Airport Limited (2) The Council Of The Borough Of Luton and (3) London Luton Airport Operations Limited the terms of the registered lease dated 20 August 1998 were varied.
- NOTE:-Copy Deed filed.
- 9 (05.01.2018) As to the part edged and lettered x in green on the title plan Lease determined. Register closed.
- 10 (24.01.2023) By a Deed dated 19 November 2021 made between (1) The Council Of The Borough Of Luton (2) London Luton Airport Limited and (3) London Luton Airport Operations Limited the terms of the registered lease were varied.
- NOTE 1: The proprietor of the registered charge dated 16 August 2017 of the tenant's title BD206048 was not a party to the deed nor was evidence of their consent to the deed produced to the registrar.
- NOTE 2: Copy Deed filed.

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 (30.09.1998) PROPRIETOR: LONDON LUTON AIRPORT OPERATIONS LIMITED (Co. Regn. No. 3491213) of Navigation House, Airport Way, London Luton Airport, Luton LU2 9LY.
- 2 (29.01.2014) The proprietor's address for service has been changed.
- 3 (16.11.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 16 August 2017 in favour of The Royal Bank of Scotland plc referred to in the Charges Register.

C: Charges Register

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

- 1 (30.09.1998) The land tinted pink on the filed plan is subject to the following rights contained in a Conveyance of the freehold estate in the land in this title and other land dated 4 February 1955 made between (1) The Minister of Supply (Vendor) and (2) Luton Corporation (Purchasers):-
- subject to all rights of way light water and drainage and other easements (if any) affecting the property hereby conveyed.
- 2 (30.09.1998) A Conveyance of the freehold estate in the land edged and numbered 1 in blue on the filed plan and other land dated 29 June 1961 made between (1) Enid Elizabeth Noble Oakley (Vendor) (2) Enid Elizabeth Noble Oakley and Reginald D'Oyly Oldham (Trustees) and (3) The Mayor Aldermen Burgesses of the Borough of Luton (the Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (30.09.1998) A Conveyance of the freehold estate in the land edged and numbered 2 in blue on the filed plan and other land dated 28 August 1963 made between (1) Enid Elizabeth Noble Oakley (Vendor) (2) Enid Elizabeth Noble Oakley and Reginald D'Oyly Oldham (Trustees) and (3) The Mayor Aldermen and Burgesses of the Borough of Luton (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.



## C: Charges Register continued

- 4 (30.09.1998) The freehold estate in the land edged and numbered 3 in blue on the filed plan is subject to a right of pre-emption contained in a Conveyance thereof and other land dated 20 December 1963 made between (1) Harold Pedro Joseph Phillips and others and (2) The Mayor Aldermen and Burgesses of The Borough of Luton upon the conditions therein mentioned.

*NOTE: Copy filed under BD180578.*

- 5 (30.09.1998) Agreement for lease of the land edged and numbered 8 in yellow on the filed plan dated 19 December 1986 made between (1) The Council of the Borough of Luton and (2) Britannia Airways Limited in favour of Britannia Airways Limited for 44 years 156 days from 22 July 2038.

NOTE 1: Lease referred to in schedule of leases

*NOTE 2: Copy filed under BD200841.*

- 6 (30.09.1998) Option to take a lease of the parts edged and numbered 1 and 2 in orange contained in a Lease dated 1 December 1987 made between (1) Luton International Airport Limited and (2) Esso Petroleum Company Limited for the terms contained therein.

*NOTE: Copy filed under BD200841.*

- 7 (30.09.1998) A Deed dated 15 November 1991 made between (1) Luton International Airport Limited (the Company) (2) The Council of the Borough of Luton (the Council) and (3) Finotel PLC (the Lessee) contains the following covenants by the The Company:-

"The Company for itself and its successors in title to the Airport Land and so as to bind the Airport Land and each and every part thereof hereby covenants with the Lessee to observe and perform for the benefit of the land demised by the said Lease the covenants contained in the Second Schedule hereto

### THE SECOND SCHEDULE

1. To maintain repair cleanse renew and keep the channels drains sewers watercourses pipes and other services in under upon or over the Airport Land in good and substantial repair and condition

2. Not to do or permit to be done upon the Airport Land anything which may be or grow to be a nuisance annoyance disturbance inconvenience or damage to the Lessee PROVIDED THAT the Airport Land is not hereby restricted from use as an international airport with ancillary uses which are appropriate to an airport."

NOTE: The covenants and easements referred to in the Deed subsist for the term of 125 years from and including the 1 June 1989 demised by a Lease dated 15 November 1991 made between (1) The Council of The Borough of Luton and (2) Finotel PLC of the hotel site lying to the south east of the land tinted yellow on the filed plan or during any extension continuation or renewal of the lease.

- 8 (30.09.1998) The land is subject to the following rights granted by the Deed dated 15 November 1991 referred to above:-

"The Company hereby grants as Beneficial Owner unto the Lessee the various rights contained in the First Schedule hereto for the benefit of the land and premises which are situate in Spittlesea Road Luton and which are demised by a Lease of even date herewith and made between the Council of the one part and the Lessee of the other part

### THE FIRST SCHEDULE

1. The free and uninterrupted passage of running of water and soil gas and electricity from and to the premises demised by the Lease through the sewers drains watercourses cables pipes and wires which now are or at any time within the period of eighty years from the date hereof may be in under or passing through the Airport Land and leading therefrom to the point of public supply



## C: Charges Register continued

2. The right for the Lessee with servants workmen and others at all reasonable times upon giving seven days' previous notice in writing (except in case of emergency) to enter into and upon the Airport Land for the purpose of:-

(a) repairing cleansing maintaining or renewing any such sewers watercourses cables pipes and wires or

(b) repairing the buildings on any part of the premises demised by the Lease causing as little disturbance as possible and making good any damage caused."

NOTE: The premises demised by the lease is the Hotel site adjoining the south west boundary of the land in the title and to the south east of the land tinted yellow on the filed plan.

- 9 (30.09.1998) Option to renew contained in a Lease of the land edged and numbered 44 and 45 in yellow on the filed plan and other land dated 30 July 1993 to Lucas Industries Public Limited Company for the term expiring on 25 January 1999.

NOTE: Copy filed under BD200841.

- 10 (30.09.1998) The land is subject to the rights granted by a Deed of Grant dated 31 July 1995 made between (1) London Luton Airport Limited and (2) St Modwen Development Limited.

NOTE: Copy filed under BD200841.

- 11 (30.09.1998) The land affected thereby is subject to the following rights granted by a Transfer of the land tinted yellow on the filed plan dated 7 May 1996 made between (1) Luton Borough Council (Seller) and (2) Charsam Limited (Buyer):-

"TOGETHER WITH the right to enter upon any part of the said land and property upon giving reasonable notice (save in the case of emergency) in order to repair renew or maintain the same PROVIDED ALWAYS that the persons or person exercising such rights shall make good all damage thereby caused and shall take all reasonable steps to ensure that the route of all such services shall not be such as would materially and adversely affect any buildings then erected on the said land and property

the right at all times and for all purposes in connection with the use of the said land and property:

1. To pass and repass with or without vehicles in common with the Seller and all others authorised by it over and along that part of Spittlesea Road and Proctor Way shown coloured brown on Plan 1 attached hereto until the same shall have become adopted as a public highway subject to contributing a proportion of the cost of cleaning maintaining repairing and renewing the same.

NOTE: The land coloured brown on Plan 1 referred to is hatched blue on the filed plan.

- 12 (30.09.1998) The land is subject to the rights granted by a Deed dated 21 May 1997 made between (1) The Royal Bank of Scotland PLC and (2) London Luton Airport Limited.

NOTE: Copy filed under BD200841.

- 13 (30.09.1998) Option Agreement dated 13 March 1998 made between (1) London Luton Airport Limited and (2) The Council of the Borough of Luton relates to an option to purchase the land edged and numbered 1 in mauve and the land edged and numbered 42 in yellow on the filed plan within 21 years from 13 March 1998.

NOTE: Copy filed under BD200841.

- 14 (30.09.1998) The part of Percival Way affected thereby is subject to the rights granted by a Deed of Grant dated 22 May 1998 made between (1) London Luton Airport Limited and (2) The Council of the Borough of Luton.



## C: Charges Register continued

*NOTE: Copy filed under BD200841.*

- 15 (30.09.1998) The part of Proctor Way and Percival Way affected thereby is subject to the rights granted by a Deed of Grant dated 22 May 1998 made between (1) London Luton Airport Limited and (2) The Council of the Borough of Luton.

*NOTE: Copy filed under BD200841.*

- 16 (30.09.1998) The land is subject for the term of years referred to the rights granted by a Deed of Grant dated 23 May 1996 made between (1) London Luton Airport Limited and (2) Britannia Airways Limited expiring on 21 July 2038. The Deed also contains covenants by the grantor.

*NOTE: Copy filed under BD200841.*

- 17 (30.09.1998) The part of Percival Way, Spittlesea Road, and Airport Way affected thereby is subject to the rights granted by a Deed dated 16 July 1998 made between (1) London Luton Airport Limited and (2) Luton Borough Council.

*NOTE: Copy filed under BD180578.*

- 18 (30.09.1998) 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. Unless otherwise stated in the schedule the leases are edged and numbered in yellow on the filed plan.

- 19 (28.06.1999) An Agreement for Lease of the land edged and numbered 51 in yellow on the filed plan and other land dated 26 May 1999 made between (1) London Luton Airport Operations Limited and (2) Metro Business Aviation Limited for 20 years from 1 April 1999.

*NOTE: Copy filed.*

- 20 (28.06.1999) Option to take an Agreement for Lease of the land edged and numbered 50 in yellow on the filed plan and other land dated 26 May 1999 made between (1) London Luton Airport Operations Limited and (2) Metro Business Aviation Limited on the terms therein mentioned.

*NOTE: Copy Filed.*

- 21 (14.05.2002) Agreement for Lease of the land edged and numbered 55 in yellow on the filed plan dated 19 September 2000 in favour of Richardson Estates Limited for a term as therein mentioned.

*NOTE: Copy filed under title BD200841.*

- 22 (14.05.2002) Agreement for Lease of the land edged and numbered 6 and 7 in blue on the filed plan dated 19 September 2000 in favour of Richardson Estates Limited for a term as therein mentioned.

*NOTE: Copy filed under title BD200841.*

- 23 (19.12.2003) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 4, 5, 8 and 9 in blue on the title plan dated 25 November 2003 referred to in the schedule of leases hereto:-

" Tenant's Rights

17. (a) To gain vehicular (including aircraft) and pedestrian access to the Premises through the Airport and its facilities by such route as the Landlord may from time to time stipulate and subject to the Tenant complying with the Regulations

(b) To gain vehicular and pedestrian access across the Orange Land subject to

the Tenant complying with the Regulations

18 The right of access to the orange Land to inspect or carry out work to the buildings erected on the Premises PROVIDED THAT the Tenant does not materially interfere with fair and lawful use of the Orange Land by



## C: Charges Register continued

others for the purposes for which they are entitled to do so

19. To an electricity supply on the terms of this Lease

20. To lay repair and use and Conducting Media serving the Premises that lay on over or beneath any adjacent or nearby land for the purpose of connecting to any conducting media provided by the Landlord or any third parties and who shall have consented to such connection and to enter upon such adjacent or nearby land to erect or carry out such work to such Conducting Media, but only if it is reasonably necessary to do so, subject to the person exercising this right complying with the Regulations and causing to the Tenant as little inconvenience as practicable and expeditiously making good all damage caused to the adjacent or nearby land to the Landlord's reasonable satisfaction.

21. (a) To use the Access Widening Strip for the Lease Period, provided that the Landlord may at any time withdraw this right or part or parts of it by giving to the Tenant not less than three months' (sec) written notice to that affect if the Access Widening Strip or any part of it is required for access widening or access improvement purposes but not for any other purpose whatsoever (and such notice may be given more than once) provided that if such widening or access improvement works are not carried out within six months following the written notice then the Tenant may resume using the full extent of the Access Widening Strip though without prejudice to the right of the Landlord to serve a subsequent notice or notices in respect of the same area and provided further that (a) the Landlord shall not serve more than one notice in respect of the same area in any calendar year without the Tenant's prior written approval (not to be unreasonably withheld or delayed) and (b) the Landlord will pay the Tenant's reasonable legal costs in documenting the withdrawal of this right or parts of it in such a manner as the parties may agree (both acting reasonably)

(b) Upon the expiry of such notice, the Apron Rent (as defined below) payable until the next Rent Review Date (or, if there is none, until the End of the Lease) shall be reduced pro rata on an area basis, but no other compensation or payment shall be made to the Tenant if such notice is given. If the Tenant resumes the use of the area covered by such notice, the Apron Rent shall be increased pro rata on an area basis.

(c) The "Apron Rent" means, after a Rent Review Date, the sum established under clause 52.5(b), but until the first Rent Review date means £112,800 per annum, subject in all cases to any prior reduction in the Apron Rent that may have occurred as a result of a previous notice having been given under this clause

22. To use the 22 car parking spaces which shall be in not more than two blocks of not less than 10 spaces, in such car park(s) as the Landlord may nominate from time to time, for use only for the parking of private cars of the Tenant's employees or visitors, and in accordance with the Regulations. The car parking spaces shall initially be in Car Park 20, which is shown for identification purposes tinted magenta on the Plan, but which may be in such location(s) as the Landlord may specify from time to time, provided that they are of no lesser specification, in not more than two blocks of not less than 10 spaces, and are not located materially further from the Premises than those initially nominated

23. To overhang the Orange Land, provided that a minimum distance of 12.8m shall be maintained at all times between the ground and the underside of any overhang

24. To maintain foundations beneath the Orange Land, but not so as to project further than one metre beyond the boundary of the Premises

NOTE 1: The Access widening Strip referred to is hatched yellow on the plan

NOTE 2: Copy plan filed.

24 (22.10.2004) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of



## C: Charges Register continued

easements hereto.

- 25 (24.10.2005) By a Deed dated 7 November 2005 made between (1) London Luton Airport Limited (2) London Luton Airport Operations Limited and (3) Follett Property Holdings Limited the terms of the Agreement dated 19 September 2000 referred to above were varied as therein mentioned.

*NOTE: Copy filed under BD222874.*

- 26 (09.12.2005) UNILATERAL NOTICE affecting the land edged and numbered 3 and 4 in yellow on the title plan in respect of an Agreement for lease dated 16 September 2005 made between (1) London Luton Airport Operations Limited (2) Honeywell UK Limited and Honeywell Aerospace BV and (3) London Luton Airport Limited.

- 27 (09.12.2005) BENEFICIARY: Signature Flight Support London Luton Limited of Hangar 63, Percival Way, London Luton Airport, Luton LU2 9NT and care of Group Property Manager of BBA Group PLC of 7th Floor, 20 Balderton Street, London W1K 6TL and care of Robert Hill of Eversheds LLP of Cloth Hall Court, Infirmary Street, Leeds LS1 2JB.

- 28 (23.12.2005) By a Deed dated 7 November 2005 made between (1) London Luton Airport Limited (2) London Luton Airport Operations Limited and (3) Follett Property Holdings Limited the terms of the Agreement dated 19 September 2000 referred to above were varied as therein mentioned.

*NOTE: Copy filed under BD222874.*

- 29 (23.12.2005) Agreement for lease of the land edged and numbered 6 and 7 in blue on the title plan dated 10 August 2005 made between (1) London Luton Airport Limited (2) London Luton Airport Operations Limited and (3) Follett Property Holdings Limited for a term as therein mentioned.

*NOTE: Copy filed.*

- 30 (23.12.2005) By a Deed dated 7 November 2005 made between (1) London Luton Airport Limited (2) London Luton Airport Operations Limited and (3) Follett Property Holdings Limited the terms of the Agreement dated 10 August 2005 referred to above were varied as therein mentioned.

*NOTE: Copy filed.*

- 31 (01.02.2006) UNILATERAL NOTICE in respect of An Agreement to Surrender Leases registered under BD204123, BD204122, BD124054, BD181490, BD124054, BD238052 dated 6 December 2005 made between (1) London Luton Airport Operations Limited and (2) Thomsonfly Limited.

- 32 (01.02.2006) BENEFICIARY: Thomsonfly Limited of Wigmore House, Wigmore Place, Wigmore Lane, Luton LU2 9TN.

- 33 (07.07.2006) By a Deed dated 4 May 2004 made between (1) London Luton Airport Operations Limited and (2) Britannia Airways Limited the terms of the Lease dated 19 December 1986 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD124054.*

- 34 (24.12.2009) By a Deed dated 6 July 2009 made between (1) London Luton Airport Operations Limited and (2) Follett Property Holdings Limited the terms of the lease dated 12 July 2001 of Unit A The Prospect Centre referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD222874.*

- 35 (24.12.2009) By a Deed dated 6 July 2009 made between (1) London Luton Airport Operations Limited and (2) Follett Property Holdings Limited the terms of the lease dated 14 October 2005 of Unit B The Prospect Centre referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD247018.*

- 36 (19.08.2010) UNILATERAL NOTICE affecting Hangars 7 and 8 London Luton Airport shown edged and numbered 21 in yellow on the title plan in respect of the grant of a lease as set out in clause 5.1 of an Agreement for Lease dated 21 July 2000 made between (1) London Luton



## C: Charges Register continued

Airport Limited (2) London Luton Airport Operations Limited and (3) Monarch Aircraft Engineering Limited.

*NOTE: Copy filed under BD272939*

37 (19.08.2010) BENEFICIARY: Ocean Sky Jet Centre Limited (Co. Regn. No. 0711628) of Prospect House, Prospect Way, London Luton Airport, Luton LU2 9NU.

38 (08.03.2011) By a Deed dated 1 March 2011 made between (1) London Luton Airport Operations Limited (2) Ocean Sky Jet Centre Limited and (3) London Luton Airport Limited the terms of the lease dated 1 March 2011 of Hangars 7 and 8 referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 24 June 2010 of the tenants title number BD272939 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

*NOTE: Copy Deed filed under BD272939.*

39 (25.11.2011) By a Deed dated 3 November 2011 made between (1) London Luton Airport Operations Limited (2) Ocean Sky Jet Centre Limited and (3) London Luton Airport Limited the terms of the lease dated 21 July 2000 referred to in the schedule of leases hereto were varied.

*NOTE: No copy of the deed referred to is held by Land Registry.*

40 (19.04.2012) UNILATERAL NOTICE in respect of a Development Agreement dated 13 April 2012 made between (1) London Luton Airport Operations Limited and (2) Ocean Sky Jet Centre Limited which provides for the parties to enter into:

1. A Lease of Stands 82/83, the Access Road and Car Park 5B as shown edged red on Plan 1 to the Unilateral Notice

2. A Reversionary Lease of Building 135 (Britannia House) as shown edged red on Plan 2 to the Unilateral Notice

3. A Supplemental Lease of Building 135 (Britannia House) as shown edged red on Plan 3 to the Unilateral Notice

4. An Option Agreement for Lease of Hangar 56 as shown edged red on Plan 4 to the Unilateral Notice

5. An Option Agreement for Lease of Building 104 as shown edged on Plan 5 to the Unilateral Notice.

NOTE: Copy plans filed.

41 (19.04.2012) BENEFICIARY: Ocean Sky Jet Centre Limited (Co. Regn. No. 00711628) of Portland House, Bressenden Place, London SW1E 5BH.

42 (21.12.2012) By a Deed dated 12 December 2012 made between (1) London Luton Airport Operations Limited and (2) Signature Flight Support London Luton Limited the terms of the lease dated 7 September 1962 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD81660.*

43 (21.12.2012) By a Deed dated 12 December 2012 made between (1) London Luton Airport Operations Limited and (2) Signature Flight Support London Luton Limited the terms of the lease dated 4 January 1974 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD81658.*

44 (21.12.2012) By a Deed dated 12 December 2012 made between (1) London Luton Airport Operations Limited and (2) Signature Flight Support London Luton Limited the terms of the lease dated 7 October 1969 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD81659.*

45 (21.02.2013) By an Agreement for Lease and Deed of Variation dated 12



## C: Charges Register continued

December 2012 made between (1) London Luton Airport Operations Limited (2) Signature Flight Support London Luton Limited and (3) London Luton Airport Limited the terms of the lease dated 25 November 2003 of Hanger 125 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD235184.*

- 46 (21.02.2013) By an Agreement for Lease and Deed of Variation dated 12 December 2012 made between (1) London Luton Airport Operations Limited (2) Signature Flight Support London Luton Limited and (3) London Luton Airport Limited the terms of the lease dated 7 October 2009 of the car park adjacent to Hangars 63 and 102 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD270864.*

- 47 (21.02.2013) By an Agreement for Lease and Deed of Variation dated 12 December 2012 made between (1) London Luton Airport Operations Limited (2) Signature Flight Support London Luton Limited and (3) London Luton Airport Limited the terms of the lease dated 7 September 2009 of the car park adjacent to Hangar 102 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD270705.*

- 48 (21.02.2013) By an Agreement for Lease and Deed of Variation dated 12 December 2012 made between (1) London Luton Airport Operations Limited (2) Signature Flight Support London Luton Limited and (3) London Luton Airport Limited the terms of the lease dated 16 September 2005 of Hanger 62 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD235184.*

- 49 (21.02.2013) By an Agreement for Lease and Deed of Variation dated 12 December 2012 made between (1) London Luton Airport Operations Limited (2) Signature Flight Support London Luton Limited and (3) London Luton Airport Limited the terms of the lease dated 28 May 2004 of car parking spaces in car park 20 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under BD239187.*

- 50 (21.02.2013) Agreement for lease of the land edged and numbered 9 in yellow on the title plan dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term as therein mentioned.

*NOTE:-Copy filed.*

- 51 (21.02.2013) Agreement for lease of the land edged and numbered 5 in yellow on the title plan dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term as therein mentioned.

*NOTE:-Copy filed.*

- 52 (21.02.2013) Agreement for lease of the land edged and numbered 1 and 2 in yellow on the title plan dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term as therein mentioned.

*NOTE:-Copy filed.*

- 53 (21.02.2013) Agreement for lease of Hangar 219 dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term as therein mentioned.

*NOTE:-Copy filed.*

- 54 (21.02.2013) Agreement for lease of Hangar 62 dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term as therein mentioned.

*NOTE:-Copy filed.*

- 55 (21.02.2013) Agreement for lease of Hangar 125 dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term



## C: Charges Register continued

as therein mentioned.

*NOTE:-Copy filed.*

56 (21.02.2013) UNILATERAL NOTICE affecting the land edged and numbered 73 and 74 in yellow on the title plan in respect of an Agreement for Lease dated 12 December 2012 made between (1) London Luton Airport Operations Limited and (2) Signature Flight Support London Luton Limited.

57 (21.02.2013) BENEFICIARY: Signature Flight Support London Luton Limited of Hangar 62, Percival Way, London Luton Airport, Luton LU2 9NT care of BBA Aviation PLC, 105 Wigmore Street, London W1U 1QY.

58 (21.02.2013) Agreement for lease affecting the land edged and numbered 73 and 74 in yellow on the title plan dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term as therein mentioned.

*NOTE:-Copy filed.*

59 (21.02.2013) Agreement for lease affecting the land hatched mauve on the title plan dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term of years as therein mentioned.

*NOTE:-Copy filed under BD200841.*

60 (21.02.2013) Agreement for lease affecting the land edged and numbered 66 in yellow on the title plan dated 12 December 2012 in favour of Signature Flight Support London Luton Limited for a term of years as therein mentioned.

*NOTE:-Copy filed.*

61 (21.02.2013) Agreement for lease affecting the land edged and numbered 26, 66 and 68 in yellow on the title plan dated 12 December 2012 in favour of Signature Flight Support London Luton Limited.

*NOTE:-Copy filed under BD200841.*

62 (25.10.2013) UNILATERAL NOTICE in respect of an Agreement for Lease dated 16 September 2005 referred to above made between (1) London Luton Airport Operations Limited and (2) Honeywell UK Limited and Honeywell Aerospace BV and (3) London Luton Airport Limited.

*NOTE: Copy filed.*

63 (25.10.2013) BENEFICIARY: Signature Flight Support London Luton Limited (Co. Regn. No. 02288275) of Hanger 63, Percival Way, London Luton Airport, Luton LU2 9NT.

64 (22.04.2015) By a Deed dated 15 April 2015 made between (1) London Luton Airport Operations Limited and (2) Signature Flight Support London Luton Limited the terms of the lease dated 26 May 2011 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed.*

65 (06.01.2016) By a Deed dated 18 December 2015 made between (1) London Luton Airport Operations Limited and (2) Monarch Aircraft Engineering Limited the terms of the lease dated 12 April 1989 of Hangar 127 referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 24 October 2014 of the tenant's title number BD148226 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charge dated 26 March 2015 referred to above was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

*NOTE 3: Copy Deed filed under BD148226.*

66 (06.01.2016) By a Deed dated 18 December 2015 made between (1) London Luton Airport Operations Limited and (2) Monarch Aircraft Engineering Limited the terms of the lease dated 7 August 2000 of Building 105



## C: Charges Register continued

referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charges dated 3 August 2011 and 24 October 2014 of the tenant's title number BD281495 were not a party to the deed nor was evidence of their consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charge dated 26 March 2015 referred to above was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 3: Copy Deed filed under BD281495.

- 67 (06.01.2016) By a Deed dated 18 December 2015 made between (1) London Luton Airport Operations Limited and (2) Monarch Aircraft Engineering Limited the terms of the lease dated 3 July 1990 of 136 Prospect Way referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 26 March 2015 referred to above was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

NOTE 2: The proprietor of the registered charges dated 15 March 2010 and 24 October 2014 of the tenant's title number BD281495 were not a party to the deed nor was evidence of their consent to the deed produced to the registrar.

NOTE 3: Copy Deed filed under BD273241.

- 68 (16.11.2017) REGISTERED CHARGE contained in a Security Agreement dated 16 August 2017 affecting also other titles.

NOTE: Charge reference BD146644.

- 69 (16.11.2017) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. 090312) of Level 9, 250 Bishopsgate, London EC2M 4AA.

- 70 (16.11.2017) The proprietor of the Charge dated 16 August 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 71 (20.03.2018) UNILATERAL NOTICE in respect of an agreement for lease dated 30 November 2017 made between (1) London Luton Airport Operations Limited, (2) London Luton Airport Limited and (3) London Luton Airport group Limited affecting the land coloured purple and blue on the plan to the Unilateral Notice.

- 72 (20.03.2018) BENEFICIARY: London Luton Airport Limited of Hart House Business Centre, Kimpton Road, Luton LU2 0LA.

- 73 (24.04.2018) UNILATERAL NOTICE in respect of a lease of part of Hangar 26, Percival Way, London Luton Airport dated 1 February 2018 made between (1) London Luton Airport Operations Limited and (2) Monarch Aircraft Engineering Limited of part of Hangar 26, Percival Way, London Luton Airport, Luton LU2 9XL.

- 74 (24.04.2018) BENEFICIARY: Monarch Aircraft Engineering Limited of Prospect House, Prospect Way, London Luton Airport, Luton LU2 9NU and care of Shoosmiths LLP, 2 Colmore Square, 38 Colmore Circus, Queensway, Birmingham B4 6SH.

- 75 (03.10.2019) The parts of the land affected thereby are subject to the rights granted by a Lease of Hangar 129, Prince Way dated 13 September 2019 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under BD330869 .

- 76 (15.09.2022) The land is subject to the easements granted by a lease of Navigation House, London Luton Airport dated 17 August 2022 made between (1) London Luton Airport Operations Limited and (2) Easyjet Airline Company Limited for a term of five years from and including 17 August 2022 to and including 16 August 2027.

NOTE: Copy filed.



Schedule of restrictive covenants

- 1

The following are details of the covenants contained in the Conveyance dated 29 June 1961 referred to in the Charges Register:-

For the benefit and protection of the adjacent and adjoining lands of the Vendor forming part of the Lawrence End Estate and with intent to bind the land hereby conveyed into whosoever hands the same may come the Corporation hereby covenant with the Vendor and her successors in title and assigns as follows:-

(1) Not at any time hereafter to erect upon the said land hereby conveyed or any part or parts thereof any building or buildings of any kind whatsoever provided nevertheless that subject to the payment of compensation if appropriate in accordance with the obligations on the part of the Corporation hereinafter contained this covenant shall not be deemed to prevent the erection of approach lighting standards marker beacons or similar navigational aids to aircraft using the concrete runway constructed over adjacent land of the Corporation forming part of the flying ground of Luton Airport.
- 2

The following are details of the covenants contained in the Conveyance dated 28 August 1963 referred to in the Charges Register:-

"For the benefit and protection of the adjacent and adjoining lands of the Vendor forming part of the Lawrence End Estate and with intent to bind the land hereby conveyed into whosoever hands the same may come the Corporation hereby covenant with the Vendor and her successors in title and assigns as follows:

(i) Not at any time hereafter to erect upon the said land hereby conveyed or any part or parts thereof any building or buildings of any kind whatsoever provided nevertheless that subject to the payment of compensation if appropriate in accordance with the obligations on the part of the Corporation hereinafter contained this covenant shall not be deemed to prevent the erection of approach lighting standards marker beacons or other navigational aids to aircraft using the concrete runway constructed over adjacent land of the Corporation forming part of the flying ground of Luton Airport."

Schedule of leases of easements

- 1

Benefiting land : Edged and numbered 60 in yellow  
Date of lease : 11 February 2005  
Term of lease : 3 years less 1 date from 1.9.2004  
Registration date: 05.04.2005

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.09.1997 1	Aircraft hanger office workshop and stores	07.09.1962 from 7.9.1962	BD81660
	NOTE 1: By a Deed dated 3 February 1989 made between (1) Luton International Airport Limited (2) McAlpine Aviation Limited (3) Majec Aviation Limited and (4) GEC-Marconi Limited the terms of the lease were varied			
	NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 12 December 2012.			
2	17.09.1997 2	Land adjoining Aircraft hangar	07.09.1962 from 18.9.1961	BD81660
	NOTE: By a Deed dated 3 February 1989 made between (1) Luton International Airport Limited (2) McAlpine Aviation Limited (3) Majec Aviation Limited and (4) GEC-Marconi Limited the terms of the lease were varied			
3	17.09.1997 35	Land at Luton Airport	14.02.1991 from 29.9.1967	BD82025
	NOTE 1: By a Deed dated 12 December 1991 made between (1) Luton			



Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	International Airport Limited (2) McAlpine Aviation Limited and (3) Allied-Signal Aerospace (UK) Limited the terms of the lease were varied.			
	NOTE 2: By a Deed dated 31 January 1994 made between (1) London Luton Airport Limited and (2) Allied Signal Limited the terms of the lease were varied			
4	17.09.1997 5	Aircraft Hangar	07.10.1969 From 7 October 1969 to 31 December 2035	BD81659
	NOTE 1: By a Deed dated 3 February 1989 made between (1) Luton International Airport Limited (2) McAlpine Aviation Limited (3) Majec Aviation Limited and (4) GEC-Marconi Limited the terms of the lease were varied			
	NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 12 December 2012.			
5	17.09.1997 6	Catering Unit	26.05.1970 As to part 12.3.1969 to 26.5.1970 As to remainder 16.2.1970 to 26/05/1970	BD204861
6	17.09.1970 6	Catering Unit	26.05.1970 from 12.3.1990 to 12.3.2019	BD204861
	NOTE 1: This lease is a reversionary lease.			
	NOTE 2: By a Deed dated 20 June 1984 made between (1) The Council of the Borough of Luton and (2) Airport Catering Services Limited the terms of the lease were varied.			
	NOTE 3: By a Deed dated 29 April 1985 made between (1) Airport Catering Services Limited and (2) The Council of the Borough of Luton the terms of the lease were varied			
7	17.09.1997 7	Building 103 Prince Way	09.03.1972 from 9.3.1972 to 29.9.2006	
	NOTE: By a Deed dated 25 May 1995 made between (1) London Luton Aiport Limited and (2) Luton Flying Club Limited the terms of the lease were varied			
8	17.09.1997 8	land forming part of Spittlesea Hospital, Luton	31.01.1973 66 years (less 10 days) from 31 July 1972	BD40074
	NOTE: By a Deed dated 19 December 1986 made between (1) The Council of the Borough of Luton and (2) Britannia Airways Limited the terms of the lease were varied as therein mentioned			
9	17.09.1997 9	Land at Luton Airport	04.01.1974 from 26.9.1972 to 31.12.2035	BD81658
	NOTE 1: By a Deed dated 3 February 1989 made between (1) Luton International Airport Limited (2) McAlpine Aviation Limited (3) Majec Aviation Limited and (4) GEC-Marconi Limited the terms of the lease were varied			
	NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 12 December 2012.			
10	17.09.1997 10	Land at Luton Airport	29.12.1975 from 24.9.1973	BD55107



Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			to 21.7.2038	
11	17.09.1997 11	Land at Luton Airport	14.09.1976 from 24.9.1973 to 21.7.2038	BD184864
12	17.09.1997 13	Land at Luton Airport	30.07.1981 from 1.1.1981 to 21.7.2038	BD86819
13	17.09.1997 14	Land adjoining Building 107	01.08.1983 from 7 April 1980 to 21 July 2038	BD98572
NOTE 1: By the Deed dated 23 May 1996 made between (1) London Luton Airport Limited and (2) Britannia Airways Limited referred to in the Charges Register the terms of the lease were varied.				
NOTE 2: The Lease dated 1 August 1983 referred to above has been determined as to a part of the land edged and numbered 6 in blue on the title plan				
14	17.09.1997 15	Land at Luton Airport	08.09.1983 from 1.9.1982 to 31.8.2081	BD100412
15	17.09.1997 16	Land adjoining buildings 62 and 111 Luton Airport	22.10.1984 from 1.1.1984 to 31.12.2082	BD106751
16	17.09.1997 20	Land on the north west side of Percival Way	12.01.1988 from 1.6.1986 to 31.8.2081	BD135728
17	17.09.1997 22	Hangar 127 Luton Airport	12.04.1989 from 14.3.1986 to 31.12.2083	BD148226
NOTE 1: By a Deed dated 6 October 1992 made between (1) London Luton Airport Limited and (2) Monarch Aircraft Engineering Limited the terms of the lease were varied				
NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 18 December 2015.				
18	17.09.1997 23	Land off Proctor Way	27.07.1989 125 years from 23.6.1989	BD151292
NOTE: By a Deed dated 13 January 1995 made between (1) London Luton Airport Limited and (2) Twinjet Aircraft Sales Limited the terms of the lease were varied				
19	17.09.1997 31	Land adjoining building 103 Prince Way	15.05.1989 from 1/09/1987	
NOTE 1: By a Deed dated 25 May 1995 made between (1) London Luton Airport and (2) Luton Flying Club Limited the terms of the lease were varied				
NOTE 2: No copy of the Lease referred to is held by HM Land Registry				
20	17.09.1997 30	Land at Luton Airport	03.07.1990 60 years from 6.6.1990	BD206048
NOTE: No copy of the Lease referred to is held by HM Land Registry				
21	17.09.1997 32	Land at Luton Airport	12.10.1990 from 1.4.1988 to 31.12.2082	BD162322
22	17.09.1997 33	Land at Luton Airport	14.02.1991 from	BD164029
NOTE: By a Deed dated 13 January 1995 endorsed on the Lease dated 13				



Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	January 1995 referred to below the terms of the above lease were varied			
23	17.09.1997 34	Eaton House at Luton Airport	13.01.1995 from 13.1.1995 to 22.6.2114	BD164029
24	17.09.1997 36	Hangar 60 London Luton Airport	06.10.1992 100 years from 24.4.1992	BD230068
25	17.09.1997 37 (part of)	Land on the east side of Prospect Way	12.07.1993 125 years from 19.2.1990	BD177413
	NOTE: The lease includes also other land			
26	17.09.1997 39	Land off Proctor Way Luton Airport	13.01.1995 from 13.1.1995 to 22.6.2114	BD151292
27	17.09.1997 40	Land at Luton Airport	15.12.1994 from 1.4.1991 to 21.7.2038	BD184864
28	17.09.1997 42	Land at Luton Airport	06.08.1996 from 6.8.1996 to 31.5.2114	
	NOTE: No copy of the Lease referred to is held by HM Land Registry.			
29	26.06.1998 47	Unit 2 Provost Centre,	28.05.1998 125 years from 25 December 1997	BD204620
30	26.06.1998 46	Unit 1 Provost Centre	28.05.1998 125 years from 25 December 1997	BD204621
31	22.09.1998 48	Unit 3 Provost Centre	21.05.1998 125 years from 25 December 1997	BD205903
32	22.09.1998 49	Unit 4 Provost Centre	21.05.1998 125 years from 25 December 1997	BD205904
33	05.10.2000 52	Building 146 Prospect Way	01.08.2000 25 years from 1.4.2000	BD216875
	NOTE 1: By a Deed dated 1 August 2000 made between (1) London Luton Auirport Operations Limited and (2) Monarch Airlines Limited the terms of the lease were varied.			
	NOTE 2: Original Deed filed under BD216875			
34	29.06.2001 53	Unit 5 Provost Centre	09.06.1998 125 years from 25.12.1997	BD220635
35	12.07.2001 55	Unit A The Prospect Centre	12.07.2001 from 1.5.2001 to 20.8.2028	BD222874
	NOTE: See entry in the Charges Regster relating to a Deed of Variation dated 6 July 2009.			
36	14.05.2002 54	2 Percival Way	09.04.2002 from 9.4.2002 to 18.8.2028	BD225335



Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
37	06.11.2002 56	Part of the Apron and Taxi Lane	16.10.2002 From 16.10.2002 until 16.8.2028	BD228315
38	19.12.2003 56 in yellow	part of the Apron and Taxi land	07.11.2003 from 7.11.2003 until 16.8.2028	BD235078
39	02.01.2004 edged and numbered 4, 5, 8 and 9 in blue	Hangers 98 and 125 and 96 and 150 Percival Way	25.11.2003 from 13 June 2003 until 18 August 2028	BD235184
	NOTE: See entry in the charges register relating to an Agreement for lease and Deed of Variation dated 12 December 2012			
40	17.02.2004 edged and numbered 57 in yellow	land on the north side of airport way	05.02.2004 from 16.12.2003 until 18.8.2028	BD236124
41	16.06.2004 edged and numbered 58 in yellow	land on the north of Airport Approach Road	04.05.2004 from 4.5.2004 until 18.8.2028	BD238052
42	19.08.2004 hatched mauve	part of car park 20 (48 spaces)	28.05.2004 Commencing on 28.5.2004 and expiring on 18.8.2028	BD239187
	NOTE: See entry in the charges register relating to an Agreement for Lease and Deed of Variation dated 12 December 2012.			
43	22.10.2004 edged and numbered 59 on yellow	Land on the north east side of Percival Way	13.09.2004 12 years from 13.9.2004	BD240342
44	04.10.2005 egded and numbered 61 in yellow	Building 27 Percival Way	30.03.2005 12 years from 1.7.2004	BD245767
45	07.10.2005 edged and numbered 12 in yellow	Test Cell Block adjacent to Hangar 62	16.09.2005 From 16.9.2005 until 18.8.2028	BD245827
46	24.10.2005 Edged and numbered 62 in yellow	Part of Car Park B	23.08.2005 10 years from 1 June 2005	BD246066
47	23.12.2005 edged and numbered 6 and 7 in blue	Unit B The Prospect Centre	14.10.2005 From 26.8.2005 until 20.8.2028	BD247018
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 6 July 2009.			
48	06.07.2006 edged and numbered 3 (part of) and 4 in blue	Hangar 62 Percival Way	16.09.2005 From 16.9.2005 until 18.8.2028	BD249950
	NOTE: See entry in the charges register relating to an Agreement for			



Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	Lease and Deed of Variation dated 12 December 2012.			
49	13.06.2007 Edged and numbered 63 in yellow	Hangar 9 Percival Way	08.05.2007 From 1.7.2006 until 30.6.2026	BD257456
50	21.10.2009 66 (NSE)	car park adjacent to Hangar 102	07.09.2009 from and including 1 January 2009 to and including 31 December 2018	BD270705
	NOTE: See entry in the charges register relating to an Agreement for Lease and Deed of Variation dated 12 December 2012.			
51	21.10.2009 67	car park adjacent to Building 126	07.09.2009 from 1 January 2009 to 31 December 2014	
52	30.10.2009 26 (part of); 68 (part of) (NSE)	car park adjacent to Hangars 63 and 102	07.10.2009 from 07/10/2009 until 19/08/2028	BD270864
	NOTE: See entry in the charges register relating to an Agreement for Lease and Deed of Variation dated 12 December 2012.			
53	16.04.2010 21 (NSE)	Hangars 7-8 Percival Way	21.07.2000 30 years (less one day) from 20/08/1998	BD272939
	NOTE 1: See entry in the Charges Register relating to a Deed of Variation dated 1 March 2011.			
	NOTE 2: See entry in the Charges register relating to a Deed of Variation dated 3 November 2011.			
54	15.03.2011 69	Building 90	18.02.2011 5 years from 18/02/2011	
55	01.09.2011 Edged and numbered 54 (part of) 70 in yellow	Stand 16	26.05.2011 15 years from 25/11/2004	BD280043
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 15 April 2015.			
56	08.12.2011 Edged and numbered 25 in yellow (part of)	land and building 105 abutting Airport Way	07.08.2000 30 years (less one day) from 20/08/1998	BD281495
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 18 December 2015.			
57	22.03.2012 Edged and numbered 11 in blue	Building 135 (Britannia House)	26.11.2009 From 01/01/2009 until 31/03/2019	BD282915
58	09.08.2012 Edged and numbered 71 in yellow	Plot 22 Percival Way	30.07.2012 From and including 17.7.2012 to	BD284791



## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term  and including 16.7.2022	Lessee's title
59	18.10.2012 Edged and numbered 19 (part of) and 79 (part of) in yellow	Site of Building 72	20.09.2012 From 10/09/2012 until 18/08/2028	BD285645
60	20.11.2012 Edged and numbered 72 in yellow	car park adjacent to Building 82, Proctor Way	24.10.2012 From 31/08/2015 until 18/08/2028	BD286065
61	10.10.2013 edged and numbered 75 in yellow (part of) NOTE: The grant of rights has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law.	First Floor Offices, Old Terminal Building	01.05.2013 7 years from 1.5.2013	
62	10.10.2013 Edged and numbered 76 in yellow NOTE: The grant of rights has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law.	Car Park 25	18.07.2013 From 18.7.2013 to 30.4.2020	
63	Edged and numbered 77 in yellow	119 Provost Way	15.10.2015 5 years from 01/06/2015	
64	13.05.2010 Edged and numbered 30 in yellow NOTE: See entry in the Charges Register relating to a Deed of variation dated 18 December 2015.	136 Prospect Way	03.07.1990 60 years from 06/06/190	BD273241
65	17.06.2016 Edged and numbered 73 and 74 in yellow	Stand 50B/51, Percival Way	07.06.2016 From 01/04/2016 until 18/08/2028	BD307719
66	Edged and numbered 51 in yellow (part of) NOTE 1: This lease comprises also other land.  NOTE 2: This lease is affected by the concurrent lease dated 29 March 2019 referred to below.	Cargo Facility	21.09.2015 From 21/09/2015 until 20/09/2020	
67	01.02.2017 Edged and numbered 78 in yellow	Hangar 219, President way	27.01.2017 From 27/01/2015 until 18/08/2028	BD311907
68	27.07.2018 37 (part of)	land lying to the south of Prospect Way	12.07.1993 125 years from 19.2.1990	BD322332



Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	NOTE: The lease includes also other land			
69	16.04.2019 50 ; 51 ; 64 in yellow (NSE) NOTE 1: The lease includes also other land.  NOTE 2: The lease contains an option to renew upon the terms therein mentioned.  NOTE 3: This lease takes effect as a concurrent lease in relation to the lease identified above.	Hangar 201 and Hangar 202	29.03.2019 from 1 April 2019 until 17 August 2028	BD327477
70	03.10.2019 65 and 80 in yellow (NSE)  NOTE: See entry in the Charges Register relating to the rights granted by this lease.	Hangar 129, Prince Way	13.09.2019 From and including 1 April 2019 to and including 17 August 2028	BD330869
71	29.11.2019 Edged and numbered 43 in yellow (part of)	Hangar 89	06.11.2019 from and including 6 November 2019 until 18 August 2028 (both dates inclusive)	BD332203
72	07.01.2020 Edged and numbered 81 in yellow (part of)	Crewroom, Main Terminal	23.12.2019 from and including 23 December 2019 to and including 18 August 2028	BD332911
73	20.01.2020 edged and numbered 82 in yellow (part of)	Offices (first floor)	16.09.2019 From and including 25 December 2018 to and including 31 July 2028	BD333310
74	11.02.2020 edged and numbered 83 in yellow (part of)	Ground floor offices, Passenger Terminal	16.09.2019 a term of years from and including 25 December 2018 to and including 31 July 2028	BD333785
75	15.09.2022	Navigation House	17.08.2022 Five years from and including 17 August 2022 to and including 16 August 2027	

End of register



Land Registry  
Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

1	Title number(s) of the property:  (a) BD257456  (b) BD230068  (c) BD148226
2	Property:  The Property consists of:  (a) Hangar 9 Percival Way, London Luton Airport LU2 9LU  (b) Hangar 60 Percival Way, London Luton Airport LU2 9LU  (c) Hangar 127 Percival Way, London Luton Airport LU2 9LU  (d) Land adjacent to Hangar 9 Percival Way, London Luton Airport LU2 9LU  as comprised in the Leases.
3	Date: 29 February 2024
4	Transferor:  <b>MONARCH AIRCRAFT ENGINEERING LIMITED (IN ADMINISTRATION)</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  00902230  <u>For overseas companies</u>



Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

	<p>(a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
5	<p>Transferee for entry in the register:</p> <p><b>LONDON LUTON AIRPORT OPERATIONS LIMITED</b></p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>03491213</u></p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>Percival House 134 Percival Way, London Luton Airport, Luton, LU2 9NU</p>
7	<p>The transferor transfers the property to the transferee</p>



Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

8

Consideration

☒

The transferor has received from the transferee for the property the following sum (in words and figures):

One Million, Twenty Five Thousand Pounds (£1,025,000.00) plus VAT.

☐

The transfer is not for money or anything that has a monetary value

☐

Insert other receipt as appropriate:

Place 'X' in any box that applies.

9

The transferor transfers with

☐

full title guarantee

☐

limited title guarantee

☒

no title guarantee

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

10

Declaration of trust. The transferee is more than one person and

☐

they are to hold the property on trust for themselves as joint tenants

☐

they are to hold the property on trust for themselves as tenants in common in equal shares

☐

they are to hold the property on trust:

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11

Additional provisions

1.1

In this Transfer the following words and expressions shall have the following meanings:



1.1.1 “Administrators” means David John Pike and David John Standish of Interpath Ltd (trading as Interpath Advisory) 10 Fleet Place, London EC4M 7RB, appointed as Administrators of the Transferor on 4 January 2019 pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986;

1.1.2 “Leases” means the following leases of the Property:

(a) a lease of Hangar 9 Percival Way, London Luton Airport dated 8 May 2007 for a term of 20 years from and including 1 July 2006 made between (1) London Luton Airport Operations Limited and (2) Monarch Aircraft Engineering Limited registered with title number BD257456;

(b) a lease dated of Hangar 60 Percival Way, London Luton Airport dated 6 October 1992 for a term of 100 years from and including 24 April 1992 made between (1) London Luton Airport Limited and (2) Monarch Aircraft Engineering Limited registered with title number BD230068;

(c) a lease of Hangar 127 Percival Way, London Luton Airport dated 12 April 1989 for a term from and including 14 March 1986 to and including 31 December 2083 made between (1) Luton International Airport Limited and (2) Monarch Aircraft Engineering Limited registered with title number BD148226;

(d) an unregistered lease of land adjacent to Hangar 9 Percival Way, London Luton Airport LU2 9LU dated 21 September 2011 for a term of 15 years from and including 1 July 2011 made between (1) London Luton Airport Operations Limited and (2) Monarch Aircraft Engineering Limited;

1.1.3 “Property” means the property described in panel 2 of this Transfer.

1.2 From and including the date of this Transfer, the Transferee covenants with the Transferor and the Administrators (by way of indemnity only and only insofar as such obligations continue to exist and to



	be of effect), to observe and perform the tenant's covenants in the Lease and to keep the Transferor and the Administrators indemnified against all future liabilities relating to any breach of such tenant's covenants.
1.3	The Administrators give no covenant as to title, whether express or implied.
1.4	Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999.
1.5	The parties to this Transfer agree that the Administrators have entered into and signed this Transfer as a deed as agent for and on behalf of the Transferor and neither the Administrators, their firm, nor their representatives shall incur any personal liability whatsoever whether on their own part or in respect of the obligations undertaken by the Transferor, or in respect of any failure on the part of the Transferor to observe, perform or comply with any of its obligations under this Transfer or under or in relation to any associated arrangements or negotiations. The exclusion of liability set out in this clause 1.5 shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract. The Administrators are a party to this Transfer in their personal capacities only for the purpose of receiving the benefit of all limitations, exclusions, undertakings, covenants and indemnities in their favour contained in this Transfer.
1.6	The Transferee confirms and intends that: <div><div>1.6.1</div><div>the Leases shall continue in full force and effect notwithstanding completion of this Transfer and the tenant's leasehold estate and the reversionary estate coming into the same ownership; and</div></div> <div><div>1.6.2</div><div>the landlord's interests and the tenant's interests under the Leases shall not merge and the Leases shall not determine on completion.</div></div>



The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

12 Execution

Executed as a deed by

**Monarch Aircraft Engineering Limited (in administration)**

acting by:

DocuSigned by:  
*David Pike*  
72DD8A8B782048B.....

.....

being one of the Administrators

pursuant to the powers conferred on him by the Insolvency Act 1986 acting as agent without personal liability in the presence of:

**Signature of the witness:**

DocuSigned by:  
*James Camp*  
FCCCA8947101493...

Name (in BLOCK CAPITALS): James Camp

Address: c/o Interpath Advisory, 10 Fleet Place, London EC4M 7RB

Occupation: Insolvency Professional



Signed as a deed by 

DocuSigned by:  
*David Pike*  
72DD8A8B782048B...

the Administrators in the presence of:

Signature of witness: 

DocuSigned by:  
*James Camp*  
FCCCA8947101493...

Name (in BLOCK CAPITALS): James Camp

Address: c/o Interpath Advisory, 10 Fleet Place, London EC4M 7RB

Occupation: Insolvency Professional

Executed as a Deed by  
**London Luton Airport Operations Limited**  
acting by two directors or  
by one director and its secretary:

.....

.....



IN THE HIGH COURT OF JUSTICE  
KING’S BENCH DIVISION  
B E T W E E N

- (1) LEEDS BRADFORD AIRPORT LIMITED
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED
- (4) NIAL SERVICES LIMITED

Claimants

-and-

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LONDON LUTON AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT NEWCASTLE INTERNATIONAL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

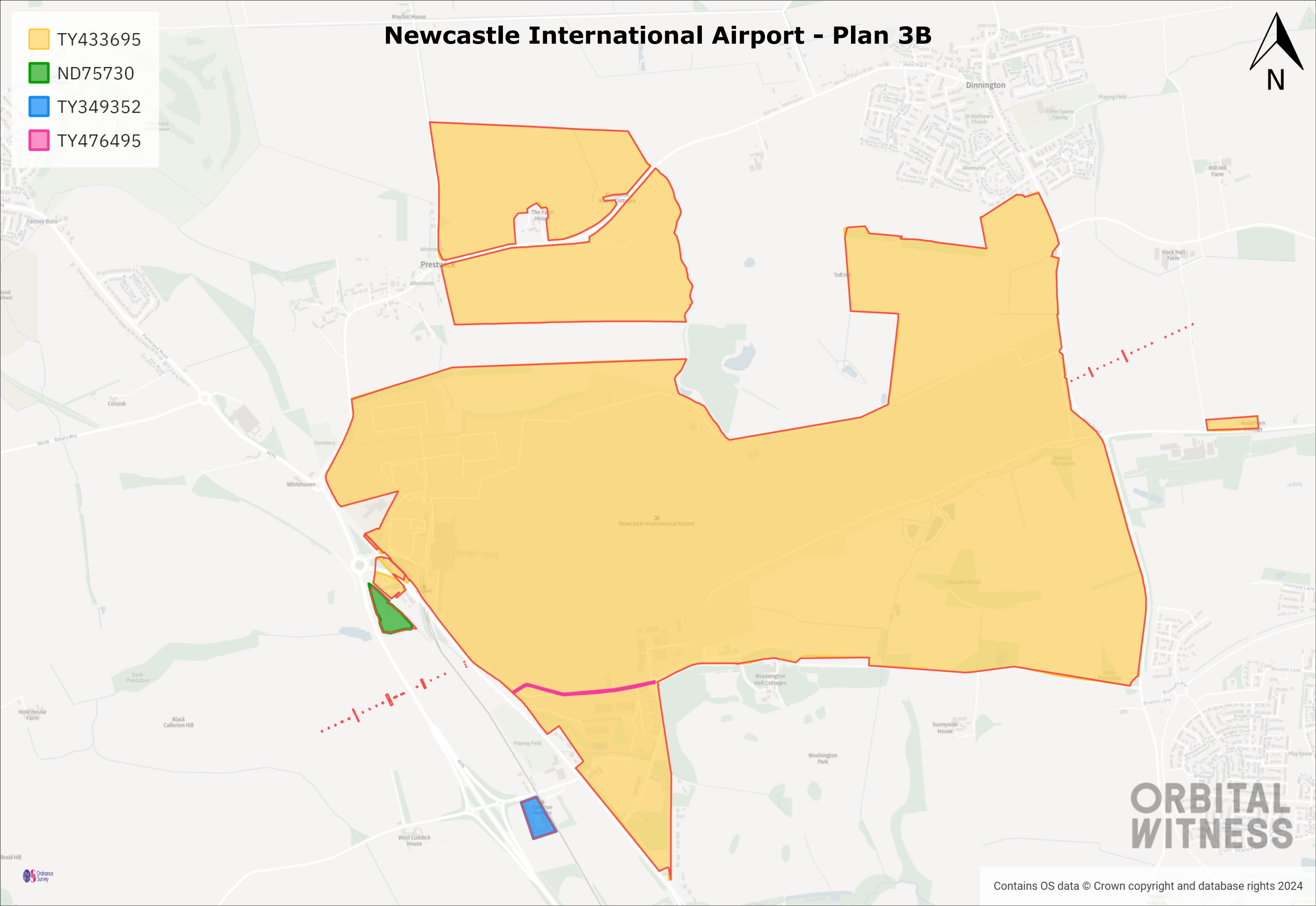
AW6

This is the exhibit marked “AW6” in the witness statement of Alexander James Wright.



- TY433695
- ND75730
- TY349352
- TY476495

# Newcastle International Airport - Plan 3B



ORBITAL  
WITNESS

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IN THE HIGH COURT OF JUSTICE  
KING’S BENCH DIVISION  
B E T W E E N

- (1) LEEDS BRADFORD AIRPORT LIMITED
- (2) LONDON LUTON AIRPORT OPERATIONS LIMITED
- (3) NEWCASTLE INTERNATIONAL AIRPORT LIMITED
- (4) NIAL SERVICES LIMITED

Claimants

-and-

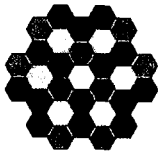
- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT LONDON LUTON AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT NEWCASTLE INTERNATIONAL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) AND WHO ENTER UPON THOSE PREMISES; AND PERSONS UNKNOWN WHO PROTEST ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

AW7

This is the exhibit marked “AW7” in the witness statement of Alexander James Wright.





Official copy  
of register of  
title

Title number ND75730

Edition date 30.07.2018

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:16:51.
- 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 15 Jul 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, Durham Office.

A: Property Register

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

TYNE AND WEAR : NEWCASTLE UPON TYNE

- 1 (19.03.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Prestwick Colliery, Prestwick, Ponteland.
- 2 (19.03.1992) There are excluded from this registration the mines and minerals excepted by the Conveyance dated 30 September 1988 referred to in the Charges Register in the following terms and the land is also subject to the following rights reserved thereby:-

"EXCEPT AND RESERVING to the Corporation the interests rights powers and easements specified in the Second Schedule to this Deed

THE SECOND SCHEDULE

Exceptions and Reservations (out of the Conveyed Land)

ALL interest of the Corporation in any mines beds and seams of coal and other minerals in or under the Conveyed Land TOGETHER WITH all necessary rights powers and easements for searching for winning working getting and carrying away by underground operations only the said coal and other minerals and any other coal or other minerals in which the Corporation has any interest including the right to drive occupy and use roadways and other works in the strata under or adjacent to the Conveyed Land and the right to let down the surface of the Conveyed Land and any building structure or works now or hereafter erected constructed placed or laid on or in the Conveyed Land without any obligation to leave subjacent or lateral support for the Conveyed Land or any such building structure or works and without liability (except as provided by the Subsidence Act) to make good or pay compensation for any damage or loss whatsoever caused directly or indirectly by or in consequence of any mining operations under or adjacent to the Conveyed Land carried out by the Corporation or by any other person whether before or on or after the date of this Deed

THE THIRD SCHEDULE

Subjections

1. All interests of the owner in all mines and minerals under the Conveyed Land as are not vested in the Corporation together with all



## A: Property Register continued

rights powers and easements exercisable over or in relation to the Conveyed Land by the owner (not being the Corporation) of such subjacent to any adjacent mines and minerals but so that the Company shall be entitled to the benefit of all (if any) rights of compensation which the Corporation may have in respect of damage caused by the exercise of such rights and powers whether such damage has occurred before or after the date hereof.

- 3 (19.03.1992) The land has the benefit of a right of way at all times with or without vehicles over the land tinted brown on the filed plan.
- 4 (18.05.1999) The land has the benefit of the rights granted by a Deed of Easement dated 6 March 1997 made between (1) Tyne and Wear Passenger Transport Executive and (2) Prestwick Properties Limited.

*NOTE: Original filed.*

## 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 (19.03.1992) PROPRIETOR: NIAL SERVICES LIMITED (Co. Regn. No. 02633647) of Prestwick Industrial Estate, Prestwick, Ponteland, Northd.
- 2 (28.10.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23 September 2016 in favour of The Royal Bank of Scotland PLC referred to in the Charges Register, or their conveyancer.

## C: Charges Register

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

- 1 (19.03.1992) The land edged blue on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 24 October 1921 made between (1) Charles Loraine Bell (2) Cyril Francis Watson and others and (3) John Taylor and others:-

THE premises first thereinbefore described and expressed to be thereby conveyed ..... with the exceptions and reservations and subject to the matters thereafter mentioned namely:-

SUBJECT to the public rights of way over the footpath to Luddick and Callerton along the East and North margins of field No 6 of the hereditaments thereby conveyed

NOTE: The land edged blue on the filed plan forms part of the field No 6 referred to and the eastern and Northern boundaries are affected.

- 2 (19.03.1992) The land edged blue on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 7 October 1960 made between (1) Robert Graham Thompson (Vendor) and (2) National Coal Board (Board):-

"EXCEPT AND RESERVED to the Vendor and his successors in title full right and liberty to have use and maintain a water pipe in the said land in the approximate position shown by a blue line on the said plan and to enter upon the said land for the purpose of inspecting repairing and renewing the said water pipe the Vendor and his successors in title nevertheless making good all damage occasioned to the said land by the exercise of the rights aforesaid to the satisfaction of the Board and restoring the said land as soon as may be"

NOTE 1: The blue line was not shown on the plan supplied

NOTE 2: Copy plan filed under ND57136.



## C: Charges Register continued

- 3 (19.03.1992) A Conveyance of the land edged blue on the filed plan and other land dated 30 September 1988 made between (1) The British Coal Corporation (Corporation) and (2) Nobels Explosives Company Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (19.03.1992) A Transfer of the land in this title dated 14 October 1991 made between (1) Nobels Explosives Company Limited and (2) Prestwick Properties Limited contains restrictive covenants.
- NOTE: Original filed.*
- 5 (28.10.2016) REGISTERED CHARGE contained in a Debenture dated 23 September 2016 to secure the moneys therein mentioned.
- 6 (30.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 250 Bishopsgate, London EC2M 4AA.
- 7 (16.11.2016) The proprietor of the Charge dated 23 September 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 30 September 1988 referred to in the Charges Register:-

"THE Company to the intent and so as to bind (so far as practicable) the Conveyed Land and any part or parts thereof respectively into whosoever hands the same may come and to benefit and protect any mines and minerals in which the Corporation has any interest and which provide subjacent or lateral support for the Conveyed Land or any part or parts thereof and any adjoining or neighbouring land belonging to the Corporation and every part thereof or any part or parts thereof which is or are capable of being benefited hereby covenants with the Corporation that the Company will at all times hereafter perform and observe the restrictions and stipulations contained in the Fourth Schedule to this Deed

### THE FOURTH SCHEDULE

#### Restrictions and Stipulations

1. Not to use or permit to be used the Conveyed Land or any part or parts thereof for any purposes other than

- (a) agriculture
- (b) afforestation and (c) the site of a highway maintainable at the public expense

or any of them PROVIDED always that the carrying out of reclamation works on the Conveyed Land to facilitate the use of the Conveyed Land for the aforesaid purposes will not be deemed to be a breach of this restriction

2. No building structure or works shall at any time be erected constructed placed or laid on or in the Conveyed Land or any part or parts thereof except buildings structures or works to be used in connection with or ancillary to the purposes mentioned in Paragraph 1 of this Schedule

9. Not at any time do anything that could reasonably be expected to cause any tip or any part of a tip situated on or in the vicinity of the Conveyed Land to become unstable

11. Not without the previous consent in writing of the Corporation to extract or remove any cause or permit or suffer to be extracted or removed any material from any tip or any part of a tip situated on the Conveyed Land

13. (1) Not to dispose of or grant any interest in the Conveyed Land



## Schedule of restrictive covenants continued

or any part thereof to any person without obtaining from such person a covenant in favour of the Corporation in the terms of the covenant contained in Clause 4 of this Conveyance to perform and observe the restrictions and stipulations contained in this paragraph and in Paragraphs 8 to 12 of this Schedule and without including in the relevant instrument a provision to the same effect as Paragraph 14 of this Schedule as to the perpetuity period

(2) To secure that the Corporation is made a party to any disposition or grant of any interest in the Conveyed Land or any part thereof for the purpose of taking the benefit of covenants in its favour but the Corporation shall not be called upon to execute any instrument giving effect to any such disposition or grant

(3) To supply to the Corporation within six weeks of the date of execution thereof and without cost to it a duly stamped duplicate of any instrument giving effect to any disposition or grant of any interest in the Conveyed Land or any part thereof such duplicate instrument being executed by any person covenanting thereunder in favour of the Corporation

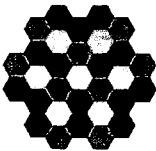
14 The perpetuity period applicable under the rule against perpetuities in relation to the preceding subparagraphs numbered 13(1) 13(2) and 13(3) and shall be a duration equal to eighty years from the date of this Deed"

End of register









Official copy  
of register of  
title

Title number TY349352

Edition date 01.08.2019

- This official copy shows the entries on the register of title on 03 JAN 2024 at 15:22:38.
- 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 15 Jul 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, Durham Office.

A: Property Register

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

TYNE AND WEAR : NEWCASTLE UPON TYNE

- 1 (27.01.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Bellair Carport, Woolsington, Newcastle Upon Tyne (NE13 8DN).
- 2 (27.01.1999) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.

B: Proprietorship Register

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

Title absolute

- 1 (08.04.2013) PROPRIETOR: NEWCASTLE INTERNATIONAL AIRPORT LIMITED (Co. Regn. No. 02077766) of , Newcastle International Airport, Woolsington, Newcastle Upon Tyne NE13 8BZ.
- 2 (08.04.2013) The price stated to have been paid on 8 March 2013 was £4,000,000.
- 3 (08.04.2013) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (17.06.2013) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 26 October 2012 in favour of The Royal Bank of Scotland Plc referred to in the Charges Register.

C: Charges Register

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

- 1 (27.01.1999) Lease dated 23 January 1981 of an electricity sub-station



## C: Charges Register continued

site of the land numbered 1 in blue on the filed plan to The North Eastern Electricity Board for 60 years from 14 July 1980.

- 2 (27.01.1999) A Conveyance of the land tinted pink on the filed plan dated 16 January 1940 made between (1) Eric Charles Graham and (2) Secretary of State for Air contains the following covenants:-

"ALL THAT piece of land containing 2.223 acres or thereabouts situate at Callerton in the County of Northumberland bounded on the North by Callerton Lane on the East by the London and North Eastern Railway and on the West and South by other property of the Vendor which said piece of land is delineated on the plan hereto annexed and thereon coloured pink EXCEPT AND RESERVING unto the Vendor in fee simple All mines minerals and mineral substances within or under the property hereby conveyed Together with full power for the persons entitled to such mines minerals and mineral substances to get and work the same by underground workings and without any obligation to leave any subjacent or lateral support for the surface or any buildings for the time being erected thereon or any adjoining land or minerals belonging to the Vendor and for the purpose of such workings from time to time or at any time with or without horses carts waggons machinery and other implements materials and things to sink pits and quarries and do all other acts and things necessary or proper for working or getting such mines minerals and mineral substances but so nevertheless that proper compensation shall be paid to the owner of the surface or of any adjoining land or minerals in respect of any damage thereto arising by reason of the exercise of the powers and rights reserved as aforesaid and so that the amount of such compensation in case of dispute shall be settled by the arbitration or two arbitrators or their Umpire pursuant to the provisions of the Arbitration Acts 1889 to 1934 or any statutory modification thereof TO HOLD the same (except and reserved as aforesaid) unto the Purchaser and his successors for ever for a legal estate in fee simple absolute in possession on behalf of His Majesty subject to and with the benefit of the said Lease if and so far as subsisting.

THE Vendor for himself and his successors in title owner or owners for the time being of the remaining land of the Vendor situate at Callerton in the Parish of Newburn and known as the Callerton Estate hereby covenants with the Purchaser for the benefit of the Purchaser and his successors in title owner or owners of the land hereby conveyed that the the Vendor will pay the sum of Nine pounds ten shillings per annum in respect of the salary of the Schoolmaster of Callerton aforesaid now or at any time hereafter payable by or charged upon the owners of the said land hereby conveyed and the said remaining lands of the Vendor and that he will indemnify and keep indemnified the Purchaser and the said land hereby conveyed from and against all actions proceedings costs claims and demands in respect of such charge.

THE Purchaser hereby covenants with the Vendor that the Purchaser will erect fences on the south and west sides of the property hereby conveyed suitable to keep out horses cattle sheep and lambs such fences to be approved by the Vendor or his agent prior to the erection of the said fences."

NOTE: The southern boundary is now internal to the registering land.

- 3 (27.01.1999) A Transfer dated 12 January 1999 made between (1) Bellway Homes Limited and (2) Town Centre Car Parks Limited contains the following covenants:-

"The Transferee so as to bind the whole and every part of the Property covenants with the Transferor that for the first 3 years from the date hereof not to use the Property for any other use than the Permitted Use PROVIDED THAT after the expiration of such period the Transferee shall be free to use the Property for any purpose whatsoever."

NOTE: ""Permitted Use" means a car park"

- 4 (24.10.2007) UNILATERAL NOTICE in respect of a management agreement dated 2 October 2007 made between (1) Q-Park Limited and Q-Park Securities Limited and Universal Parking Limited (2) APS Management Limited (3) HX Investments Limited and (4) Holiday Extras Holidays



C: Charges Register continued

Limited in relation to the property.

- 5
- (24.10.2007) BENEFICIARY: APS Management Limited of Ashford Road,  
Newingreen, Hythe, Kent CT21 4JF.
- 6
- (05.11.2007) UNILATERAL NOTICE in respect of an Option Agreement dated  
2 October 2007 made between (1) Q-Park Limited (2) Ringway Airport  
Limited (3) Q-Park Securities Limited (4) Universal Parking Limited (5)  
Q-Park (Liverpool) Limited and (6) HX Investments Limited.
- 7
- (05.11.2007) BENEFICIARY: HX Investments Limited of Ashford Road,  
Newingreen, Hythe, Kent.
- 8
- (17.06.2013) By a Debenture dated 26 October 2012 in favour of The  
Royal Bank of Scotland Plc the land is charged in equity as security  
for the moneys therein mentioned.

NOTE: Copy filed.

- 9
- (01.08.2019) 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.

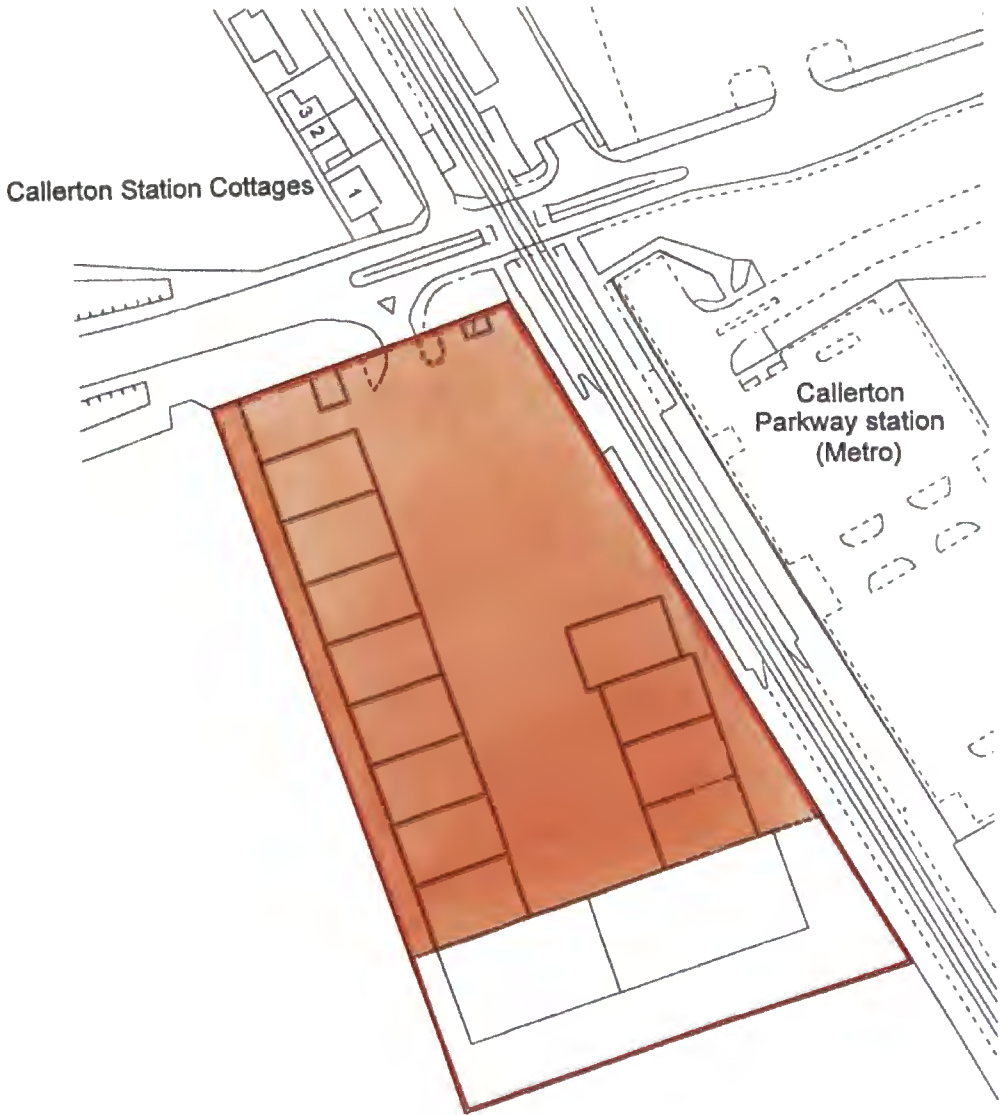
Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.01.1999 Edged and numbered 1 in blue	Electricity Substation	23.01.1981 60 years from 14/7/1980	TY87358

End of register

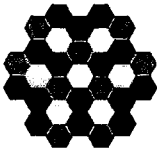


H.M. LAND REGISTRY		TITLE NUMBER
		<b>TY 349352</b>
ORDNANCE SURVEY PLAN REFERENCE	NZ 1870 1970	Scale 1/1250
COUNTY TYNE AND WEAR	DISTRICT NEWCASTLE UPON TYNE	© Crown copyright



This official copy is incomplete without the preceding notes page.





# Official copy of register of title

Title number TY476495

Edition date 22.10.2019

- This official copy shows the entries on the register of title on 15 JUL 2024 at 10:16:49.
- 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 15 Jul 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, Durham Office.

## A: Property Register

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

TYNE AND WEAR : NEWCASTLE UPON TYNE

- 1 (06.01.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Newcastle International Airport, Woolsington, Newcastle Upon Tyne.
- 2 (06.01.2009) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.

## 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 (22.10.2019) PROPRIETOR: NEWCASTLE INTERNATIONAL AIRPORT LIMITED (Co. Regn. No. 02077766) of , Newcastle International Airport, Woolsington, Newcastle Upon Tyne NE13 8BZ.

## C: Charges Register

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

- 1 (06.01.2009) The land is subject to the following rights reserved by a Conveyance of the land in this title dated 1 August 1935 made between (1) Walter Loraine Bell (Vendor) (2) Cyril Francis Watson, Claude Henry Watson and Newson Littlewood Garrett (Trustees) and (3) The Lord Mayor Aldermen and Citizens of the City and County of Newcastle upon Tyne (Corporation):-

"EXCEPT AND RESERVED unto the owner or owners of the remainder of the Vendors Woolsington Estate in fee simple and all persons authorised by him or them or his or their predecessors in title full and free right of way and passage on foot and either with or without horses and other animals and carts and other carriages and for agricultural purposes over the said piece or parcel of land."



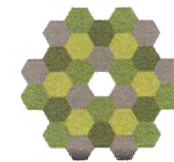
Title number TY476495

End of register



HM Land Registry  
Official copy of  
title plan

Title number **TY476495**  
Ordnance Survey map reference **NZ1970NW**  
Scale **1:2500**  
Administrative area **Tyne and Wear :**  
**Newcastle upon Tyne**

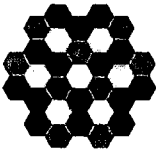


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Official copy  
of register of  
title

Title number TY433695

Edition date 02.03.2023

- This official copy shows the entries on the register of title on 11 AUG 2023 at 11:29:52.
- 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 15 Jul 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, Durham Office.

A: Property Register

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

TYNE AND WEAR : NEWCASTLE UPON TYNE

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Newcastle International Airport, Woolsington, Newcastle Upon Tyne (NE13 8BZ).
- 2 The mines and minerals are excepted.
- 3 As to the roadways, footpaths and grass verges falling within the title, so much of the surface and subsoil (if any) as forms part of the adopted highway is excluded from the registration.
- 4 Notice entered in pursuance of rule 254 of the Land Registration Rules 1925 on 19 October 1994 that the registered proprietor claims that the land edged and numbered 11 and 12 in blue on the title plan has the benefit of a right of way over the roadway known as West Lodge Road adjoining the southern boundary.
- 5 The Conveyance dated 19 September 1924 referred to in the Charges Register contains the following provision:-  
  
PROVISO and declaration that the Company successors or assigns should not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestricted user of any adjoining property then belonging to the Vendors either for building or for any other purpose and the assurance thereinbefore contained shall not be deemed or construed to apply the grant of any such right.
- 6 The land has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance of the land edged and numbered 14 and 15 in blue on the title plan dated 12 May 1934 made between (1) Robert Meek and others and (2) The Lord Mayor Aldermen and Burgesses of the City and County of Newcastle upon Tyne.  
  
*NOTE: Copy filed under TY424276.*
- 7 The Conveyance dated 12 May 1934 referred to above contains a provision as to boundary structures.
- 8 The land edged and numbered 16 in blue on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 30 April 1968 referred to in the Charges Register.



## A: Property Register continued

- 9 The Conveyance dated 30 April 1968 referred to above contains a provision as to light or air.
- 10 The land tinted pink on the title plan has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 8 November 1973 referred to in the Charges Register.
- 11 The Conveyance dated 8 November 1973 referred to above contains a provision as to light or air.
- 12 The land edged and numbered 1 and 2 in blue on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Deed dated 19 May 1975 referred to in the Charges Register:-

"together with the rights easements quasi-easements and appurtenances mentioned in Part Two of the Fourth Schedule hereto

### Part Two

1. Free passage and running of water soil gas electricity fuel and television transmission Rediffusion relay and all services in common with all other persons entitled to a right through all watercourses drains pipes cables now or at any time hereafter within Twenty one years from the date hereof (which period for the purposes of this deed shall be the perpetuity period) to be laid or constructed to serve the property hereby conveyed and passing over or under the adjoining property of the Second Party together with the right to enter upon such adjoining land of the Second Party for the purpose of inspecting cleansing repairing or renewing the said watercourses drains pipes or cables or any of them the person exercising such rights doing no unnecessary damage and making good any damage thereby caused

except and reserved as mentioned in Part One of the Fourth Schedule hereto

## THE FOURTH SCHEDULE

### Part One

1. The free passage and running of water soil gas electricity fuel and television transmission Rediffusion relay and G.P.O. services through all watercourses sewers drains pipes cables now or at any time hereafter within Twenty one years from the date hereof to be constructed to serve any part of the Second Party's adjoining property or the buildings thereof and passing over or under the property hereby conveyed together with the right to enter upon the property hereby conveyed for the purpose of constructing inspecting commencing repairing or renewal of such water courses sewers drains pipes or cables or any of them the person exercising such rights doing no unnecessary damage and making good any damage thereby caused but without payment of compensation for the grant of such rights but provided that the line or lines of such mains pipes wires cables sewers and drains shall where ever practicable follow the line or lines of existing walls hedges fences ditches and the like physical features of the land to avoid interfering with agriculture
2. Unto the Second Party or the owners of their successors in title to any adjoining or neighbouring land now vested in the Second Party or such owner full easements for the passage of water soil gas electricity to and along the pipes sewers drains and wires now or within the period of Twenty one years after the date hereof to be constructed passing under or through the land hereby conveyed and intended to serve any adjoining or neighbouring land of the Second Party."
- 13 The land has the benefit of the following rights granted by but is subject to the following rights reserved by a Conveyance of the land tinted yellow on the title plan dated 25 June 1976 made between (1) Dinnington Cottages Limited (Vendor) and (2) Christine Ann Boulton (Purchaser) :-



## A: Property Register continued

"TOGETHER WITH a right of way at all times and for all purposes over and along the side and back streets coloured green on the said plan a right of passage and running of gas water electricity and sewerage through and along the existing pipes wires cables sewers drains and channels on or in the adjoining or adjacent property of the Vendor or its successors in title and lessees with the right to make connections thereto and to inspect repair and cleanse the same subject to the Purchaser making good any damage caused to the said adjoining or adjacent property and a right to enter on any part of the adjoining or adjacent property of the Vendor or its successors in title or lessees upon reasonable notice being given for the purpose of executing repairs to the said property the Purchaser making good all damage caused thereby AND SUBJECT also as follows

the right of the Vendor and its successors in title and lessees of the adjoining or adjacent land to enter on any part of the said property for the purpose of executing repairs or alterations to any of the said adjoining or adjacent properties subject to the Vendor its successors in title and lessees giving reasonable notice thereof and making good all damage caused thereby

the right of the Vendor its successors in title and lessees or any person or persons authorised by them to enter on the said property during and for the purpose of inspecting the erection construction placing or laying of or the carrying out of any enlargement of or alterations to the buildings structures and works referred to in paragraph (v) to ensure that the requirements of the Vendors its successors in title or lessees are being complied with

With the exception and reservation to the Vendor its successors in title and lessees of rights for the passage and running of gas water electricity and sewerage through and along the existing pipes wires cables sewers drains and channels on or in the said property to and from any adjoining or adjacent property of the Vendor and its successors in title and lessees with the right to make connections thereto and to inspect repair and cleanse the same subject to the Vendor and its successors in title and lessees making good any damage caused to the said property

No building structure or work shall at any time be erected constructed placed or laid on or in the land or any part thereof and no enlargement of or alteration to any building or works for the time being on or in the land shall at any time be carried out except in accordance with plans and specifications previously approved in writing by the Vendor its successors in title and the National Coal Board but such approval shall not be withheld unless the design or layout or method of erection construction placing or laying of such building structure or works or of the carrying out of such enlargement or alteration or the materials to be used in connection therewith do not conform respectively to the reasonable requirements of the Vendors its lessees and the National Coal Board for minimising damage caused by subsidence provided that if any dispute shall arise between the Vendor its successors in title or the National Coal Board and the purchaser or her successors in title as to whether such approval as aforesaid has been properly withheld such dispute shall in default or agreement be referred to in the Arbitration of a single arbitrator appointed by the parties hereto or their successors in title subject to and in accordance with the provisions of the Arbitration Act 1950 or any Statutory Modification or reenactment for the time being in force

No external improvements or alterations to the said property shall be made by the purchaser without her having first been in consultation with the Vendor and its architect and plans of any such improvements and alterations shall be submitted by the Purchaser to the Vendor or its architect for approval before any such improvement or alteration is made to the said property

To any covenants easements wayleaves or rights affecting the said property

The Purchaser shall not be or become entitled to any right to access of light or air to the said property which will restrict or interfere with the full and free use of any adjoining or neighbouring property or land



A: Property Register continued

of the Vendor or its lessees

a right of way for the Vendor and its successors in title lessees and occupiers of the adjoining property for all purposes and at all times over and along that portion of the said property coloured brown on the said plan annexed hereto.

The boundary wall and fence on the South East side of the property shall be deemed to be a party wall and fence and the Purchaser and the owner of the adjoining property numbered 11 Prestwick Terrace Prestwick shall contribute equally to all necessary repairs and renewals thereof. The boundary fence on the North West and South West sides of the property shall be the sole responsibility of the Purchaser for maintenance repair and renewal thereof

*NOTE: Copy plan filed under TY347531.*

- 14 The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land edged and numbered 25 and 26 in blue on the title plan and other land dated 2 March 1992 made between (1) George Ireland and others and (2) Peter Thomas Morrison.

*NOTE: Copy filed under ND68192.*

- 15 The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land edged and numbered 27 in blue on the title plan and other land dated 2 March 1992 made between (1) George Ireland and others and (2) Peter Thomas Morrison.

*NOTE: Copy filed under ND68192.*

- 16 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of adjoining land edged and numbered 24 in blue on the title plan dated 15 December 1992 made between (1) GC and VM Watson & Sons Limited (Vendor) and (2) Paul Donohoe (Purchaser):-

with the benefit of the rights and privileges set out in the Second Schedule hereto subject to the ... exceptions and reservations set out in the Third Schedule hereto for the benefit of the Vendor's adjoining property

THE SECOND SCHEDULE above referred to

(Rights to be granted to the Purchaser)

1. The right of support for the property including the buildings thereof from the adjoining property of the Vendor
2. The right (in common with the Vendor and the lessees and occupiers for the time being of the adjoining dwellinghouse) to drain the property into the septic tank situate in the Vendor's adjoining property in the position shown on the plan and to drain the outflow from the septic tank through the soakaway pipes leading therefrom and situate in the adjoining land of the Vendor subject to the Purchaser and his successors in title paying to the Vendor or its successors in title one half of the cost of cleaning maintaining repairing renewing and replacing the said septic tank and soakaway pipes leading therefrom
3. The right to take supplies of electricity and water from the adjoining property of the Vendor through the existing wires cables and pipes leading therefrom to the property
4. The right to enter upon the Vendor's adjoining property at all reasonable times to make connections with maintain repair or renew the said electricity wires cables and water pipes serving the property and to carry out works of repair to the property making good any damage caused thereby

THE THIRD SCHEDULE above referred to



## A: Property Register continued

(Exceptions and Reservations reserved to the Vendor)

1. The right of support for the adjoining property of the Vendor (including the buildings thereof) from the property
2. The right to the uninterrupted passage and running of water and electricity to the adjoining dwellinghouse by and through the pipes wires and cables which are now in or under the property and any other services thereto through drains pipes conduits cables and wires which are now in or under or over the property
3. The right to enter upon the property at all reasonable times to make connections with maintain repair or renew any drains pipes conduits cables and wires serving the adjoining dwellinghouse and to carry out works of repair thereto making good any damage caused thereby

*NOTE: Copy Plan filed under ND88028.*

- 17 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of adjoining land edged and numbered 23 in blue on the title plan dated 16 September 1994 made between (1) G.C. & V.M. Watson & Sons Limited (Vendor) and (2) Stanley David Bacon and Patricia Ada Bacon (Purchasers):-

"SUBJECT to and with the BENEFIT of the rights and other matters referred to in the Second and Third Schedules hereto.

THE SECOND SCHEDULE above referred to

(Rights granted to the Purchasers)

1. THE right (in common with the said Paul Donohoe and his successors in title for the time being of the adjoining dwellinghouse) to drain the outflow from the septic tank situate in the Property from the septic tank through the soakaway pipes or any replacements thereof to be constructed within Eighty years from the date hereof leading therefrom and the soakaway itself situate on the adjoining land of the Vendor the septic tank being marked "S.T." on the Plan.
2. THE right to take supplies of electricity (in common with the said Paul Donohoe and his successors in title for the time being of the adjoining dwellinghouse) from the adjoining property of the Vendor through the existing wires cables and pipes leading therefrom to the Property.
3. THE right to enter upon the Vendor's adjoining property at all reasonable times to make connections with maintain repair or renew the said soakaway and soakaway pipes electricity wires and cables serving the Property and making good any damage caused thereby.

THE THIRD SCHEDULE above referred to

(Exceptions and Reservations reserved)

1. THOSE rights and other matters contained or referred to in the Second Recital hereof.
2. THE right of the owner of the adjoining dwellinghouse to run overhead telephone wires over the Property in their present position.
3. ALL easements quasi easements public or private rights of any kind whether or not disclosed or apparent to the Purchasers prior to the date hereof.

*NOTE: Copy plan filed under ND105039.*

- 18 The land has the benefit of the rights granted by but is subject to the



A: Property Register continued

- rights reserved by the Conveyance of the land edged and numbered 19 in blue on the title plan dated 29 March 1996 referred to in the Charges Register.
- 19 The Conveyance dated 29 March 1996 referred to above contains a provision as to light or air.
- 20 (06.09.2005) The land has the benefit of the rights reserved by the Lease dated 2 March 2005 referred to in the Charges Register.
- NOTE: Copy filed.
- 21 (27.11.2008) The title plan has been revised to accord with the latest revision of the Ordnance Survey Map.
- 22 (24.05.2010) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer edged and numbered TY489646 in green dated 6 May 2010 made between (1) Newcastle International Airport Limited and (2) Zafar Sharif.
- NOTE: Copy filed under TY489646.
- 23 (07.12.2010) A Deed of Easement dated 23 November 2010 made between (1) The Council Of The City Of Newcastle Upon Tyne and (2) Newcastle International Airport Limited is expressed to grant rights. The said Deed also contains exceptions and reservations and this registration takes effect subject thereto.
- NOTE 1: These rights are included in the registration only so far as the grantor was entitled to grant them. The evidence produced on registration did not show whether the grantor owned the servient land, or had sufficient rights over it to make the grant.
- NOTE 2: Copy filed.
- 24 (18.01.2011) The land has the benefit of the rights granted by the lease of the land edged and numbered 26 in brown on the title plan dated 3 December 2010 referred to in the schedule of leases of easements hereto from 20 January 2010 to 19 January 2016.
- 25 (03.01.2013) 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.
- 26 (03.01.2013) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered TY507209 in green on the title plan dated 21 December 2012 made between (1) Newcastle International Airport Limited and (2) The Secretary of State for Transport.
- NOTE: Copy filed under TY507209.

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 PROPRIETOR: NEWCASTLE INTERNATIONAL AIRPORT LIMITED (Co. Regn. No. 2077766) of Newcastle International Airport, Woolsington, Newcastle Upon Tyne NE13 8BH.
- 2 The Transfers to the proprietor of the land edged and numbered 1, 2, 3, 4, 5, 10, 11, 12 in blue and tinted yellow on the title plan contain a covenants to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (16.05.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23 September 2016 in favour of The Royal Bank Of Scotland Plc referred to in the Charges Register.



## B: Proprietorship Register continued

- 4 (15.07.2020) RESTRICTION: No disposition of the part of the registered estate shown edged and numbered 31 in brown on the title plan 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 5.8 of an agreement for lease dated 3 July 2019 made between 1) Newcastle International Airport Limited and 2) Bellway Homes Limited have been complied with or that they do not apply to the disposition.

NOTE: Copy filed.

## C: Charges Register

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

- 1 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 The land edged and numbered 11 in blue on the title plan is subject to such restrictive covenants as may have been imposed thereon before 19 October 1994 and are still subsisting and capable of being enforced.
- 3 The land is subject to the following rights reserved by a Conveyance of the land edged and numbered 25 and 26 in blue on the title plan and other land dated 11 April 1921 made between (1) Charles Loraine Bell (Vendor) (2) Cyril Francis Watson and others (Trustees) and (3) Thomas Edward Dixon and others (Purchasers):-

"Except and reserved unto the Vendor his heirs successors in title and assigns owner or owners for the time being of Prestwick West Farm and of cottages and premises let to or occupied by the East Walbottle Coal Company Limited and Mr Armstrong respectively and of the other premises (if any) at present in the enjoyment of such water supply as next hereinafter mentioned in common with the purchasers their heirs and assigns the right to the continuance of the water supply afforded by means of the windmill and pump in item No 32 in the first Schedule hereto as heretofore enjoyed in respect of the said premises respectively the purchasers their heirs and assigns maintaining and keeping the said pump pipes and apparatus in good and sufficient repair and being entitled to recover from the owners or owner for the time being of the said premises a proportion of the cost of such maintenance and repair according to the rateable vales of the premises benefitted thereby respectively"

NOTE: The area of land, containing the windmill and pump, referred to has been edged and numbered 25 in blue on the title plan.

- 4 The land edged and numbered 6 and 7 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof dated 11 November 1922 made between (1) Walter Loraine Bell (Vendor) (2) Cyril Francis Watson and others (Trustees) and (3) George Colman (Purchaser) :-

PARTICULARS of the rights privileges and other matters reserved out of the assurance made by the above written Indenture.

1. THE right at all times for the owners or occupiers of Woolsington Hall to enter on the lands conveyed for the purposes of maintaining the pipes and apparatus required for the common water supply.

2. THE right at all times for the owners or occupiers of each of the Sunnyside Farm and Sunnyside House and Grounds respectively to take water for the use of the now abstracting premises respectively from the existing main by means of a pipe laid along the West Lodge Road and to enter on the lands conveyed for the purpose of constructing and maintaining such pipe.

3. ALL privileges or quasi easements then or theretofore used or enjoyed over the lands conveyed in respect of any lands then or on the



## C: Charges Register continued

9th day of May 1922 comprised in the Resettlement.

4. FULL powers for the owner or owners from time to time of the excepted minerals and his and their tenants and licensees in through over upon or under and from the lands conveyed and either by mining or otherwise to search for win work convey manufacture and carry on not only all or any of the excepted minerals but also all or any other mines and minerals whatsoever and to whomsoever belonging and to have use and enjoy all things whether of past or present use or future invention (including the erection of dwellinghouses for workmen and agents and the construction of railways ropeways and other roads and ways) which should be necessary or convenient for all or any of the aforesaid purposes and as to underground operations either with or without leaving support for the surface.

PROVISO that with respect to injury to or use of the lands conveyed or any part thereof or any buildings or works then or thereafter being thereon in the exercise of all or any of the powers lastly thereinbefore reserved the person or persons exercising the said powers respectively should pay to the Purchaser his heirs executors administrators or assigns adequate compensation for the loss which he or they should sustain by reason of such injury or use but so that the Vendor should not be personally liable to pay any such compensation unless he should personally exercise the said powers.

*NOTE: Copy plan filed under TY151340.*

- 5 The land edged and numbered 11 and 12 in blue on the title plan together with other land is subject to the following rights reserved by a Conveyance dated 11 November 1922 made between (1) Walter Loraine Bell (Vendor) (2) Cyril Francis Watson and others (Trustees) and (3) George Colman (Purchaser):-

Particulars of the rights privileges and other matters reserved out of the Assurance made by the above written Indenture.

THE right at all times for the owners or occupiers of each of the Sunnyside Farm and Sunnyside House and grounds respectively to take water for the use of those premises respectively from the existing main by means of a pipe laid along the West Lodge Road and to enter on the lands conveyed for the purpose of constructing and maintaining such pipe.

- 6 The land edged and numbered 8 in blue on the title plan is subject to the following rights reserved by a Conveyance thereof dated 6 December 1922 made between (1) Walter Loraine Bell (Vendor) (2) Cyril Francis Watson and others and (3) Thomas Fenwick Rutherford and Elizabeth Rutherford (Purchasers):-

"Except and reserved by way of re grant unto the Vendor in fee simple his successors in title and assigns owner or owners of the said respective hereditaments and premises contracted to be sold to the said George Colman and George Bolam respectively the right to the free passage of water and soil coming from those respective hereditaments and premises over the hereditaments hereby conveyed by means of the existing drain or watercourse to the common sewer in the same manner as heretofore."

- 7 A Conveyance of the land edged and numbered 18 in blue on the title plan and tinted yellow and other land dated 19 September 1924 made between (1) John Taylor and others (Vendors) and (2) The Dinnington Cottages Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 8 A Conveyance of the land edged and numbered 22 in blue on the title plan dated 1 January 1946 made between (1) Bryan Courtenay Hatton (Vendor) and (2) Dinnington Cottages Limited (Purchaser) contains the following covenants:-

THE Purchaser hereby covenants with the Vendor and his successors in title and so as to bind the land hereby assured into whosoever hands the same may come and to protect the Vendor's farm of Prestwick Whins but not so as to render the Purchase liable in damages for any breach