
plan of the above Title filed at the Registry and being land and buildings on the South East Side of Caldby Valley Road, Chester.

2

The land tinted pink on the filed plan has the benefit of the following rights reserved by but is subject to the following rights reserved in a Conveyance of land lying to the South West of the land in this title dated 4 January 1980 made between (1) Bruce Fletcher (Chester) Limited (Vendor) and (2) Wimpey Homes Holdings Limited (Purchaser):-

TOGETHER with the rights set out in the First Schedule hereto but Excepting and Reserving by way of grant unto the Vendor the rights set out in the Second Schedule hereto

THE FIRST SCHEDULE before referred to:-

THE right for the Purchaser and its successors in title owners and occupiers for the time being of the property hereby conveyed and each and every part thereof and all buildings now or within eighty years of the date hereof erected thereon or upon part thereof (in common with the Vendor and its successors in title owners and occupiers for the time being of the Vendor's retained land as hereinbefore defined and each and every part thereof and all buildings now or within eighty years of the date hereof erected thereon or upon part or parts thereof and all others entitled to a like right:-

(i) To connect into and thereafter to pass and repass at all times and for all purposes with or without vehicles of all descriptions and on foot over and along all roads footpaths and carriageways constructed by the Vendor within eighty years of the date hereof over and along and across the part of the Vendor's retained land edged and hatched BLUE on Plan number 1 annexed hereto and in the

meantime over and along the intended site or sites thereof

(ii) To connect into and thereafter to use for the free and uninterrupted passage and conveyance of soil storm water gas electricity and water to and from the property hereby conveyed and all buildings thereon as aforesaid all sewers drains pipes wires and cables and other conducting media laid and constructed by the Vendor within eighty years of the date hereof on across over or under the part of the Vendor's retained land edged and hatched BLUE on Plan number 1 hereto

(iii) The right to enter with or without workmen and contractors' plant and equipment on to the part of the Vendor's retained land edged and hatched BLUE on Plan number 1 annexed hereto for the purpose of exercising the easements hereby granted subject to the Purchaser making good all damage done thereby to the reasonable satisfaction of the Vendor

(iv) The right to enter with or without workmen and contractors' plant and equipment on to the Vendors retained land generally and to carry out works thereon in order to comply with any condition attaching to any Planning or other Approval relating to the land subject to the Purchaser making good all damage done thereby to the reasonable satisfaction of the Vendor

THE SECOND SCHEDULE before referred to:-

EXCEPTING AND RESERVING by way of grant and in fee simple unto the Vendor and its successors in title owners and occupiers for the time being of the Vendor's retained land and each and every part thereof and all buildings now or within eighty years of the date hereof erected thereon or upon part or parts thereof (in common with the Purchaser and

its successors in title and all persons entitled to a like right):-

(i) the right to connect in to and thereafter to pass and repass at all times and for all purposes and with or without vehicles of all descriptions and on foot over and along all roads footpaths and verges now or within eighty years of the date hereof laid and constructed on over and along the land hereby conveyed and in the meantime over and along the intended site or sites thereof

(ii) The right to connect into and thereafter to use for the free and uninterrupted passage and conveyance of soil storm water gas electricity and water to and from the Vendor's retained land and all buildings thereon as aforesaid all sewers drains pipes wires cables and other conducting media now or within eighty years of the date hereof laid and constructed on over across or under the land hereby conveyed

(iii) The right to enter with or without workmen and contractors' plant and equipment on to the land hereby conveyed for the purpose of exercising the easements hereby granted subject to the Vendor making good all damage done thereby to the reasonable satisfaction of the Purchaser

(iv) The right to connect into and thereafter to use for the free and uninterrupted passage and conveyance of sewerage to and from the Vendor's retained land and all buildings thereon as aforesaid the sewer laid and constructed on and under the land hereby conveyed between the points marked "G" and "H" on Plan number 3 annexed hereto

NOTE: The land tinted pink on the filed plan falls within the blue edging referred to but not within the blue hatching.

The land tinted blue on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 21 May 1984 referred to in the Charges Register:-

"TOGETHER WITH the benefit for the Purchaser and its servants agents or other invitees including the Local Authority and its successors in title the owners or occupiers from time to time of the property hereby conveyed or any part thereof and its and their licencees of the rights specified in the Second Schedule hereto

THE SECOND SCHEDULE hereto

Rights granted to the Purchaser

1. Full and free right (in common with the Vendors and all other persons entitled to the like right) to make connections into and to use all roads, sewers and drains, gas and water pipes and electricity and telephone wires or cables and other services now laid or within the perpetuity period to be laid under any part of the retained land provided that the purchaser will pay its fair and proper proportion of the expense from time to time of cleaning repairing and renewing the sewers and drains, gas and water pipes and electricity wires and cables serving the property hereby conveyed jointly with the owner or owners for the time being of the retained land entitled to use the same

2. Full and free right of way at all times and for all purposes (in common as aforesaid) to pass and repass with or without vehicles and domestic pets over and along any new road or way constructed or within the perpetuity period to be constructed by or designated by the Vendors or their successors in title as the site or intended site of any such new road or way through or over the retained land so as

to provide a means of access to and egress from the property hereby conveyed and all or any adjoining or adjacent public highways or access roads provided that the purchaser will make good at its own expense any damage caused by the purchaser or any other person using the same to gain access to the property hereby conveyed and if the adoption of the same by the Local Authority is delayed as a result of any act or thing or omission done or omitted to be done by the purchaser its servants agent invitees or licensees to fully indemnify the Vendors and their successors in title in respect of any costs claims demands or liability arising as a result thereof.

3. All necessary rights or easements in retained land in respect of eaves gutters and rainwater pipes which may overhang and foundations which may project underground across the boundary of the property hereby conveyed (if any) together with such rights as may be reasonably necessary to enter upon the retained land or any part thereof for the purpose of repairing and maintaining the buildings and services thereto now or at any time within the perpetuity period standing on the property hereby conveyed provided that any person exercising this right shall do as little damage as possible to the property entered upon and shall make good the surface without delay at his or their own cost and pay compensation for any damage done or occasioned in the exercise of this right

EXCEPT AND RESERVING to the Vendors and their servants agents or other invitees including the Local Authority and their successors in title owners and occupiers from time to time of the remainder of the land remaining in the ownership of the Vendors on the Westerly side of the Chester By Pass at Great Boughton at the date of this Conveyance or any part thereof ("the retained land") the rights easements and provisions described in the third

schedule hereto.

THE THIRD SCHEDULE hereto

Rights excepted and reserved to the Vendors

1. Full and free right (in common with the Purchaser and all other persons entitled to the like right) to make connections into and to use all roads sewers and drains gas and water pipes and electricity and telephone wires or cables and other services now laid or within the perpetuity period to be laid under any part of the property hereby conveyed provided that the Vendors will pay its fair and proper proportion of the expense from time to time of cleaning repairing and renewing the sewers and drains gas and water pipes and electricity wires and cables serving the retained land jointly with the owner or owners for the time being of such part of the property hereby conveyed entitled to use the same.

2. Full and free right of way at all times and for all purposes (in common as aforesaid) to pass and repass with or without vehicles and domestic pets over and along any new road or way constructed or within the perpetuity period to be constructed by or designated by the Purchaser or the successors in title as the site or intended site of any such new road or way through or over the property so as to provide a means of access to and egress from the retained land and all or any adjoining or adjacent public highways or access roads provided that the Vendors will make good at their own expense any damage caused by the Vendors or any other person using the same to gain access to the retained land and if the adoption of the same by the Local Authority is delayed as a result of any act thing or omission done or omitted to be done by the Vendors their servants agents invitees or licences to fully indemnify the Purchaser and its successors

in title in respect of any costs claims demands or liability arising as a result thereof.

3. All necessary rights or easements in the property hereby conveyed in respect of eaves gutters and rainwater pipes which may overhang and foundations which may project underground across the boundary of the retained land (if any) together with such rights as may be reasonably necessary to enter upon the property hereby conveyed or any part thereof for the purpose of repairing and maintaining the buildings and services thereto now or at any time within the perpetuity period standing on the retained land provided that any person exercising this right shall do as little damage as possible to the property entered upon and shall make good the surface without delay at his or their own cost and pay compensation for any damage done or occasioned in the exercise of this right."

4

The Conveyance dated 21 May 1984 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED as follows:

(a) The Purchaser shall not be entitled to any right of light or air or other easement except as by this Conveyance expressly granted which would restrict or interfere with the free use of the retained land belonging to the Vendors for building or other purposes;

(b) Nothing herein contained shall operate in any manner whatsoever so as to impose any restriction on the manner in which the Vendors may deal with the retained land or any part thereof save as herein expressly provided;

(c) That the property hereby conveyed is conveyed

for use for such purposes as it may be lawfully used and the Vendors shall be exempt from all liability arising from the fact that it cannot for any reason whatever be used for any particular purpose."

5

The land tinted pink on the filed plan has the benefit of the following rights reserved by but is subject to the following rights reserved in a Transfer of the land lying to the south of the land in this title dated 27 March 1986 made between (1) Comben Homes Limited (First Vendor) (2) Bruce Fletcher (Chester) Limited (Second Vendor) and (3) Christian Salvesen (Properties) Limited (Purchaser):-

The Second Vendor as beneficial owner transfers to the Purchaser the Third Property Together with all rights easements privileges and advantages annexed or appurtenant thereto (if any) Except and Reserving to the Second Vendor and its servants agents or other invitees including the Local Authority and Statutory Undertakers and its successors in title owners and occupiers from time to time of the Retained Land the rights specified in the Second Schedule

THE SECOND SCHEDULE

Rights excepted and reserved to the First Vendor and the Second Vendor

1. Full and free right (in common with the Purchaser and all other persons entitled to the like right) to make connections into and to use all roads sewers drains gas and water pipes electricity and telephone wires or cables and other services watercourses gutters soakaways and other similar installations (and any ancillary structures) now laid or constructed or within the Perpetuity Period to be laid or constructed under any part of the Properties provided that the First Vendor and/or the Second

Vendor will pay its fair and proper proportion of the expenses from time to time of cleaning repairing and renewing the sewers drains gas and water pipes and electricity wires and cables serving the Retained Land jointly with the owner or owners for the time being of such part of the Properties entitled to use the same

2. Full and free right (in common as aforesaid) to enter onto any part of the Properties which is not occupied by buildings for the purpose of cleansing repairing maintaining or renewing the said sewers and drains gas and water pipes and electricity and telephone wires or cables and other services or any of them provided that any person or persons exercising this right shall do as little damage as possible to the land entered upon and shall make good the surface without delay at his or their own cost and pay compensation for any damage done or occasioned in the exercise of such right

3. Full and free right of way at all times and for all purposes (in common as aforesaid) to pass and repass with or without vehicles and domestic pets over and along any new road or way (until adopted as public highways) constructed or within the Perpetuity Period to be constructed by or designated by the Purchaser or its successors in title as the site or intended site of any such new road or way through or over the Properties so as to provide a means of access to and egress from the Retained Land and all or any adjoining or adjacent public highways or access roads provided that any person exercising those rights will make good at his own expense any damage caused by him using the same

4. All necessary rights of easements in the Properties in respect of eaves gutters and rainwater pipes which may overhang and foundations which may project underground across

the boundary of the Retained Land together with such rights as may be reasonably necessary to enter upon the Properties or any part thereof for the purpose of repairing and maintaining the buildings and services thereto now or at any time within the Perpetuity Period standing on the Retained Land provided that any person exercising this right shall do as little damage as possible to the land entered upon and shall make good the surface without delay at his expense and pay compensation for any damage done or occasioned in exercising of this right

NOTE: The Perpetuity Period is stated to be 80 years from 27 March 1986. The land tinted pink on the filed plan falls within the Retained Land referred to.

6

The land has the benefit of the following rights reserved by a Transfer of land adjoining the southerly boundary of the land in this title dated 2 February 1996 made between (1) J Sainsbury PLC (Transferor) and (2) Barratt Homes Limited (Transferee):-

"Excepting and Reserving unto the Transferor and its successors in title or other the owners and occupiers for the time being of the Retained Land and any part or parts thereof the Exceptions and Reservations set out in the First Schedule hereto

THE FIRST SCHEDULE

Rights Excepted and Reserved for the Benefit of the Retained Land

1. The right (in common with the Transferee and all others so entitled or authorised) to the full and uninterrupted passage of Services through the Conduits serving the Retained Land which are now or shall during the Perpetuity Period be in on over

or under the Property

2. The right (in common with the Transferee and all others so entitled or authorised) at reasonable times and upon reasonable prior written notice (except in cases of emergency) to enter upon such parts of the Property as are unbuilt upon and as may be reasonably necessary to connect into (subject to capacity) the Conduits during the Perpetuity Period and to repair maintain cleanse relay replace and inspect any such Conduits"

NOTE 1: The Transfer contains the following definitions:-

"the "Conduits": sewers drains ditches water courses pipes conduits wires cables gutters inspection chambers and all other conducting media and any ancillary or connected apparatus appliance or fitting

.....

the "Perpetuity Period": the period of 80 years from the date hereof

.....

the "Services": surface water mains water sewage electricity gas and telecommunications"

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

7

The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 9 February 1996 referred to in the Charges Register.

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

Class of Title: Title absolute

Entry number	Entry date	
1	2021-04-28	PROPRIETOR: LIDL GREAT BRITAIN LIMITED (Co. Regn. No. 02816429) of Lidl House, 14 Kingston Road, Surbiton KT5 9NU.
2	2014-03-13	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 acting for the registered proprietor that the provisions of Clause 4.2 of an Overage Deed dated 5 March 2014 made between (1) Clifton Down Securities Limited and (2) Possfund Custodian Trustee Limited have been complied with or that they do not apply to the disposition.
3	2021-04-28	The price stated to have been paid on 29 March 2021 was £5,478,000.
4	2021-04-28	A Transfer of the land in this title dated 5 March 2014 made between (1) Clifton Down Securities Limited and (2) Possfund Custodian Trustee Limited contains purchaser's personal covenants. NOTE: Copy filed.
5	2021-07-15	RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of paragraph 4 of the third schedule of a Transfer dated 9 February 1996 made between (1) J Sainsbury PLC and (2) J Sainsbury Development Limited have been

complied with.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date
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1	<p>The land tinted pink on the filed plan and other land is subject to the following rights granted by a Transfer of land to the north of the land in this title dated 30 June 1980 made between (1) Bruce Fletcher (Chester) Limited (First Vendor) (2) Cowley Court Limited (Second Vendor) and (3) J. Sainsbury Limited (Purchaser):-</p>
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The First Vendor hereby grants to the Purchaser and its successors in title owners and occupiers for the time being of the Property and of the Purchaser's adjoining land edged green on the plan annexed hereto (together hereinafter called "the Purchaser's Adjoining Land") and each and every part thereof and all buildings now or within the period of eighty (80) years from the date hereof (such period is hereinafter called "the Specified Period") erected thereon or upon part or parts thereof the following rights:-

(a) the right until the same are adopted and maintainable at public expense to connect into and thereafter to pass and repass at all times and for all purposes with or without motor vehicles of all descriptions and on foot over and along all roads footpaths and verges now or within the Specified Period laid and constructed on over and along the First Vendor's adjoining Estate shown edged purple on the plan annexed hereto (hereinafter called "the First Vendor's Adjoining Estate") at Great

Boughton aforesaid and in the meantime over and along the intended site or sites thereof PROVIDED ALWAYS that the Purchaser shall ensure that no unreasonable obstruction or interference with the free flow of traffic is occasioned by the exercise of such right

(b) (i) The full right and liberty to increase the flow of water through the ditches which run adjacent to the First Vendor's Adjoining Estate and shown coloured brown on the plan annexed hereto (hereinafter called "the Ditches")

(ii) the full right and liberty to dig out scour and cleanse the bottom and banks of the Ditches

(iii) The full right and liberty to cut back and clear any trees shrubs reeds or vegetation on the banks of the Ditches which obstruct or may obstruct the free flow of water through them

(c) the full right of air to the Property

(d) after seven days prior written notice to the First Vendor the right to connect into and thereafter to use all the sewers storm water drain gas electricity and water supply pipes and other conducting media now or within the Specified Period laid and constructed on under over and along the First Vendor's Adjoining Estate for the free and uninterrupted passage and conveyance of sewage storm water gas electricity and water to and from the Purchaser's Adjoining Land and all building thereon

(e) after seven days prior written notice to the First Vendor (except in case of emergency) the right to enter the First Vendor's Adjoining Estate with or without workmen and contractors' plan and machinery for the purpose of exercising the easements hereby granted the Purchaser forthwith

making good all damage done in the exercise of such rights PROVIDED THAT the Purchaser shall ensure that no obstruction or interference is caused to the First Vendor's use thereof

NOTE: The land tinted pink on the filed plan falls within the purple edging referred to. The land edged green referred to adjoins the north eastern boundary of the land tinted pink on the filed plan along which runs one of the ditches referred to.

2

The land tinted blue on the filed plan is subject to the following rights granted by a Deed dated 8 September 1981 made between (1) Gerald Law and John Trevor Law (Grantors) and (2) J. Sainsbury Limited:-:-

the Grantors as beneficial owners hereby grant:.....

the rights set out in Clause 2 hereof

2. (a) The full right and liberty to increase the flow of water through the Ditch to a maximum of one hundred and twenty (120) cubic feet per minute

(b) The full right and liberty to enter once onto the Grantors' Land with or without workmen or others outside the Grantors' usual growing season (and at any other time in the case of emergency) to cut back and clear any trees shrubs reeds or vegetation on the banks of the Ditch which are nor may obstruct the free flow of water through it and cleanse the bottom of the Ditch Provided Always that the exercise of such rights shall not denude the banks of the Ditch so as to cause them to collapse

NOTE: The ditch referred to so far as it affects the land in this title runs along the south eastern boundary of the land tinted blue on the filed plan

where it adjoins the land tinted pink on the filed plan.

3 A Conveyance of the land tinted blue on the filed plan and other land dated 21 May 1984 made between (1) Gerald Law and John Trevor Law (Vendors) and (2) Whelmar (Chester) Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 A Transfer of the land in this title dated 9 February 1996 made between (1) J Sainsbury PLC and (2) J Sainsbury Developments Limited contains restrictive covenants.

NOTE: Original filed under CH399258.

5 1997-08-20 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.

6 1997-08-20 A Transfer of the land in this title dated 24 June 1997 made between (1) J Sainsbury Developments Limited (Transferor) and (2) Grantchester Investment Properties Company Limited (Transferee) contains the following covenants:-

"The Transferee covenants for itself and its successors in title that for so long as the adjacent Sainsbury Store at Chester is owned and occupied by J Sainsbury PLC (or a company who is in the same group as defined by Section 42 of the Landlord and Tenant Act 1954) and used for the sale of food and drink it shall not use the Property for the principal sale of food and drink (including alcohol and water) provided that this covenant shall not prevent the use of the Property for the sale of food and drink:

5.1.1 where such use falls within Class A3 of Part A of the Schedule to the Town and Country Planning (Use Classes) Order 1987; or

5.1.2 where food and drink retailing accounts for 15,000 square feet of the gross internal area of the Property or less

and the Transferee shall indemnify the Transferor in respect of any action, claim, loss, expense or liability relating from a breach of this covenant."

7 1999-01-12 The land is subject to the rights granted by a Deed dated 5 January 1999 made between (1) SNP (Nominees) Limited and (2) Dee Valley Water Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under CH414474.

8 2017-03-14 By a Deed dated 16 February 2017 made between (1) Possfund Custodian Trustee Limited and (2) Pets At Home Limited the terms of the lease dated 20 September 1996 of Unit 1, Caldby Valley Retail Park referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under CH405365.

9 2017-03-14 A Licence dated 16 February 2017 made between (1) Possfund Custodian Trustee Limited and (2) Pets At Home Limited relates to rights of entry and other rights as therein mentioned.

NOTE: Copy filed.

10 Registration Date : 09.12.1996
Plan Reference : 1 in blue

Property Description : Unit 1, Caldly Valley Road

Date of Lease : 20.09.1996

Term : 25 years from 25.12.1996

Lessee's Title : CH405365

NOTE: See entry in the Charges Register relating to a Deed of Variation dated 16 February 2017

11

Registration Date : 21.10.1997

Plan Reference : 3 in blue

Property Description : Unit 2, Caldly Valley Road

Date of Lease : 12.05.1997

Term : 25 years from 25.12.1995

Lessee's Title : CH417890

12

Registration Date : 29.08.2013

Plan Reference : 4 in blue (NSE)

Property Description : Unit 4, Caldly Valley Road

Date of Lease : 15.08.2013

Term : 10 years from 05/08/2013

Lessee's Title : CH622595

13

Registration Date : 25.11.2013

Plan Reference : 5 in blue (NSE)

Property Description : Unit 3, Caldly Village

Date of Lease : 25.11.2013

Term : 15 years from and including 25/11/2013

Lessee's Title : CH625203

14

Registration Date : 12.09.2017

Plan Reference : 3 in blue (NSE)

Property Description : Unit 2

Date of Lease : 25.08.2017

Term : from and including 25.12.2020 to and including 24.12.2025
Lessee's Title : CH662518
NOTE: This is a reversionary lease.

15 Registration Date : 05.10.2018
Plan Reference : 1 in blue
Property Description : Unit 1, Caldly Valley Road

Date of Lease : 16.02.2017
Term : From and including 25 December 2020 to and including 24 December 2025
Lessee's Title : CH675016
NOTE: This is a reversionary lease.

16 The following are details of the covenants contained in the Conveyance dated 21 May 1984 referred to in the Charges Register:-

"THE PURCHASER with the intent so as to bind so far as practical the property hereby conveyed into whosoever hands the same may come and to benefit and protect the retained land of the Vendors or any part thereof HEREBY COVENANTS with the Vendors that it the Purchaser and its successors in title shall at all times hereafter observe and perform the stipulations and restrictions following in relation to the property hereby conveyed:

(a) No noisy offensive or dangerous trade or pursuit shall be carried on on the property hereby conveyed nor any trade or pursuit which may be or become in any way a nuisance annoyance or danger to the Vendors or their successors in title or to the owners or occupiers of the retained land or which may tend to depreciate the value of the retained land whether as market garden or as residential

property nor shall any act to be done which may tend to depreciate the value of the retained land whether as market garden or as residential property nor shall any act to be done which may tend to depreciate the value of the retained land or any part thereof as residential property provided that nothing in this sub clause shall restrict the development of the property hereby conveyed for residential purposes.

(b) Not to connect into any sewers foul or clear roads drains or pipes or services laid by the Vendors or their successors in title on the property hereby conveyed or the retained land without having contributed a fair proportion of the cost of laying or constructing the said sewers road drains or pipes or services such proportion to be determined in default of agreement by an independent arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof."