



LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

3686  
26/1/2015

TITLE NUMBER

**GLA197110**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

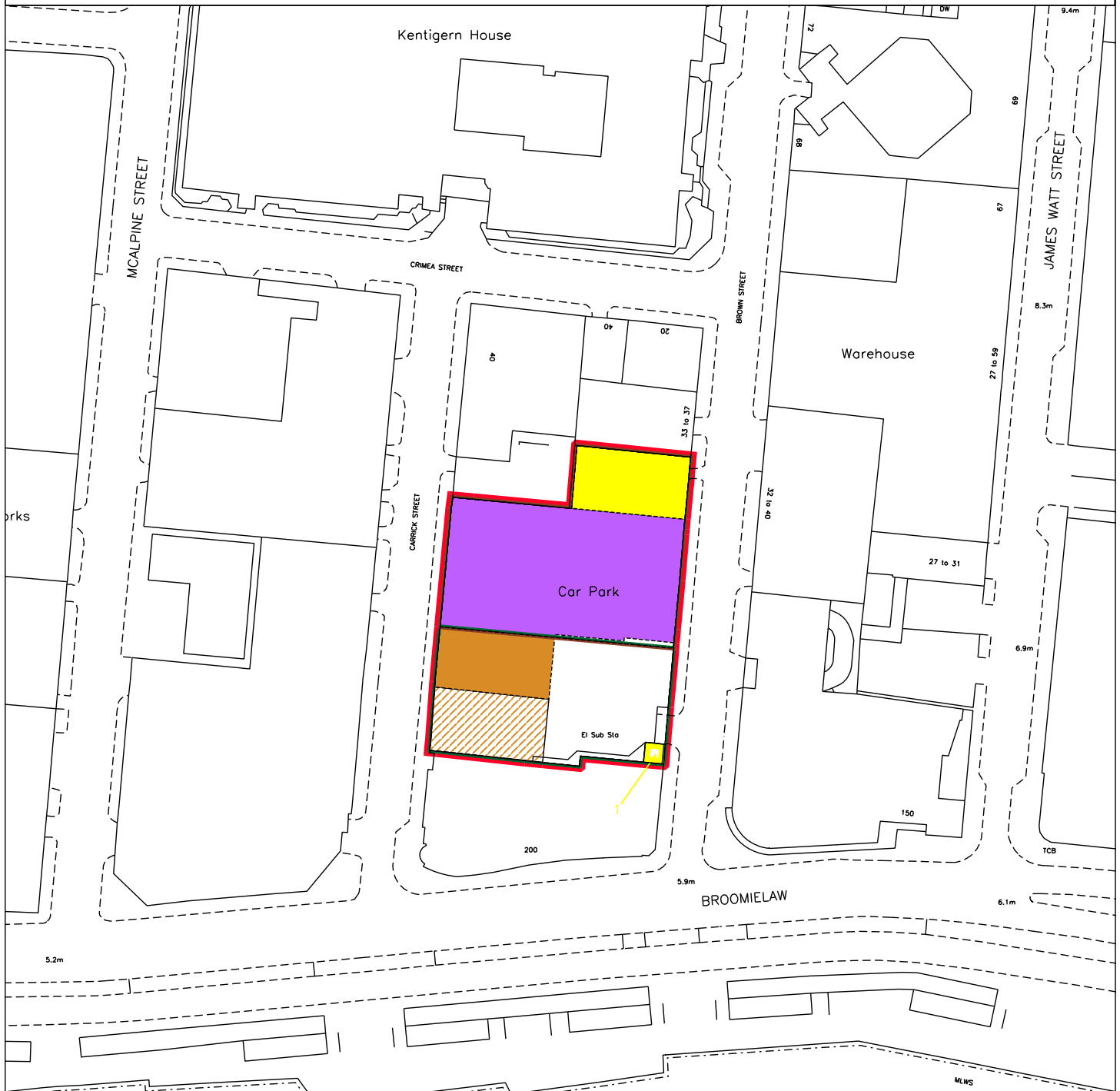
70m

NS5864NW NS5865SW

Survey Scale

1/1250

CROWN COPYRIGHT © – This copy has been produced from the ROS Digital Mapping System on 17/12/2018 with the authority of Ordnance Survey under Section 47 of the Copyright, Designs and Patents Act 1988. Unless there is a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner. OS Licence no 100041182.



The boundaries shown by dotted lines have been plotted from the deeds. Physical boundaries will be indicated after their delineation on the Ordnance Map.



TITLE NUMBER GLA197110

A 1

**A. PROPERTY SECTION**

**DATE OF FIRST REGISTRATION**  
13 NOV 2007

**DATE TITLE SHEET UPDATED TO**  
12 DEC 2018

**REAL RIGHT**  
OWNERSHIP

**DESCRIPTION**

Subjects cadastral unit GLA197110 lying to the west of BROWN STREET, GLASGOW and to the east of CARRICK STREET, GLASGOW edged red on the cadastral map.

Note The part edged and numbered 1 in yellow on the cadastral map has been leased - for particulars see Schedule below.

**SCHEDULE OF LEASES**

<b>Entry No</b>	<b>Tenant</b>	<b>Date of Recording or Registration</b>	<b>Term</b>	<b>Rent</b>
1	South of Scotland Electricity Board	G.R.S. (Glasgow) 04 MAR 1985	60 years from 30 March 1983	1p per annum (if asked)



TITLE NUMBER GLA197110

B 1

## B. PROPRIETORSHIP SECTION

<b>ENTRY NO</b>	<b>PROPRIETOR</b>	<b>DATE OF REGISTRATION</b>	<b>CONSIDERATION</b>	<b>DATE OF ENTRY</b>
1	SOLLER FOUR LIMITED a Company incorporated in England and Wales under the Companies Acts (Registered Number 10034339) and having its Registered Office at New Bridge Street House 30-34, New Bridge Street, London, EC4V 6BJ.	12 DEC 2018	£5,100,000 (exclusive of any VAT)	07 DEC 2018



TITLE NUMBER GLA197110

C 1

## C. SECURITIES SECTION

ENTRY NO	SPECIFICATION	DATE OF REGISTRATION
1	Standard Security by said SOLLER FOUR LIMITED to LENDINVEST SECURITY TRUSTEES LIMITED, a company incorporated in England under the Companies Acts (company number 08743617) having their registered office at 8 Mortimer Street, London, England, W1T 3JJ.	12 DEC 2018
2	Standard Security by said SOLLER FOUR LIMITED to LENDINVEST SECURITY TRUSTEES LIMITED, a company incorporated in England under the Companies Acts (company number 08743617) having their registered office at 8 Mortimer Street, London, England, W1T 3JJ.	12 DEC 2018



**D. BURDENS SECTION**

**ENTRY  
NO**

**SPECIFICATION**

1 Instrument of Sasine, recorded Glasgow Burgh Register 27 Jul 1792, on Contract of Ground Annual between John Brown Junior and Robert Carrick of the one part and James Gemmill of the other part with consent to the said James Gemmill and his heirs and assignees, of that part of the subjects in this Title tinted mauve on the cadastral map, contains the following condition which may subsist notwithstanding the extinction of the ground annual payable under the said Contract by virtue of section 56 of the Abolition of Feudal Tenure etc. (Scotland) Act 2000, viz:

That it should not be lawful to the said James Gemmill or his foresaids to set down upon any part of the lots of ground any candle works, glass works, tan works, sugar works, vitriol works, foundaries of brass or iron, or any other works of such a nature as may be legally deemed a nuisance.

2 Instrument of Sasine, recorded Glasgow Burgh Register 17 Sep 1798, on Contract of Ground Annual between John Brown Junior and Robert Carrick on the one part and Nicol Brown on the other part to the said Nicol Brown and his heirs and assignees, of various lots or pieces of ground at Brown Street, Glasgow comprising (I) 819 1/2 square yards (II) 2360 1/2 square yards (III) 810 square yards (IV) 405 square yards (V) 1215 square yards and (VI) 1620 square yards, of which that part of the subjects in this Title tinted yellow on the cadastral map forms part, contains the following condition which may subsist notwithstanding the extinction of the ground annual payable under the said Contract by virtue of section 56 of the Abolition of Feudal Tenure etc. (Scotland) Act 2000, viz:

That it shall not be lawful to the said Nicol Brown or his foresaids to set down upon any part of the lots of ground any candle works, glass works, tan works, sugar works, vitriol works, foundaries of brass or iron, or any other works of such a nature as may be legally deemed a nuisance.

3 Instrument of Sasine in favour of Robert Stewart and others as Trustees for the Seaman's Friends Society and their heirs and assignees, recorded Glasgow Burgh Register 21 Sep. 1824, on Contract of Ground Annual between Nicol Brown and others as Trustees of Peter Ellis and said Robert Stewart and others as



**D. BURDENS SECTION**

Trustees for said Society, dated 19 and 25 Aug. and 3 and 8 Sep. 1824, of 438 square yards and 2 feet of ground, contains the following condition which may subsist notwithstanding the extinction of the ground annual payable under the said Contract by virtue of section 56 of the Abolition of Feudal Tenure etc. (Scotland) Act 2000, viz:

That it should not be lawful to the disponees to set down upon any part of the piece of ground any Candleworks Tan works vitriol works foundaries of brass iron or any other work of such a nature as might be legally deemed a nuisance.

- 4 Instrument of Sasine in favour of James Laird as Trustee of John Alexander, recorded Glasgow Burgh Register 15 Mar 1838, on Disposition by Nicol Tweedie with consent to John Alexander and his heirs, disponees and assignees, of that part of the subjects in this Title tinted brown on the cadastral map, contains the following condition which may subsist notwithstanding the extinction of the ground annual payable under the said Disposition by virtue of section 56 of the Abolition of Feudal Tenure etc. (Scotland) Act 2000, viz:

That it should not be lawful to the disponee or his foresaids to set down upon any part of the lot of ground any candle works, glass works, tan works, sugar works, vitriol works, foundaries for brass or iron or any other works of such a nature as might be legally deemed a nuisance.

- 5 Instrument of Sasine, recorded Glasgow Burgh Register 26 Feb 1841, on Bond and Disposition in Security by John Smith with consent to Eliza Milne and her heirs and assignees, of that part of the subjects in this Title hatched brown on the cadastral map, contains the following condition which may subsist notwithstanding the extinction of the ground annual payable under the said Disposition by virtue of section 56 of the Abolition of Feudal Tenure etc. (Scotland) Act 2000, viz:

That it should not be lawful to the proprietors to set down upon any part of the piece of ground any candle works, glass works, tan works, sugar works, vitriol works, foundaries of brass or iron or any other works of such a nature as might be legally deemed a nuisance.

- 6 Instrument of Sasine, recorded Glasgow Burgh Register 9 Aug 1843, on Disposition by James Ellis and Another with consent to John



**D. BURDENS SECTION**

Lindsay and his heirs and assignees, of Lots of ground containing 2014 square yards, under exception, contains the following condition which may subsist notwithstanding the extinction of the ground annual payable under the said Disposition by virtue of section 56 of the Abolition of Feudal Tenure etc. (Scotland) Act 2000, viz:

That it should not be lawful to the disponee or his foresaids to set down upon any part of the lots of ground any candle works, glass works, tan works, sugar works, vitriol works, foundaries of brass or iron, or any other works of such a nature as might be legally deemed a nuisance.

- 7 The rights of the tenants under the Leases specified in the Schedule of Leases in the Property Section are burdens on the subjects in this Title.
- 8 Minute of Agreement between Walker Developments (Glasgow) Limited and Lloyds TSB Scotland plc, registered 25 Jun. 2002, contains inter alia agreement between said parties in the following terms:

WHEREAS:

- 1. Walker Developments are heritable proprietors of the Broomielaw Site (as hereinafter defined) and Lloyds TSB are heritable proprietors of the Brown Street Site (as hereinafter defined);
- 2. Walker Developments propose to demolish the existing buildings on the Broomielaw Site and to construct thereon the New Building (as hereinafter defined); and
- 3. Lloyds TSB have agreed to grant rights of access over the Brown Street Site to facilitate such demolition and construction as well as the future repair and maintenance of the New Building in return for which Walker Developments have agreed to perform certain other obligations and grant certain rights in favour of Lloyds TSB as detailed herein;

NOW THEREFORE it is agreed between Walker Developments and Lloyds TSB as follows:-

1. DEFINITIONS AND INTERPRETATION

In this Agreement, the following words and phrases shall have the



**D. BURDENS SECTION**

following meanings:

"Agreement" means this Agreement;

"Broomielaw Site" means (a) the subjects comprising 9 Brown Street and 200 Broomielaw, Glasgow registered in the Land Register of Scotland under Title Number GLA27199 and (b) the subjects comprising 202-210 (even numbers) Broomielaw and 2-10 (even numbers) Carrick Street, Glasgow registered in the Land Register of Scotland under Title Number GLA139768;

"Brown Street Site" means the subjects in this Title edged red on the cadastral map;

"Construction Phase" means the period of fifty four weeks from the commencement of week 9 (being 10 Jun. 2002) until the end of week 62 under the building contract entered into in respect of the New Building between Walker Developments and their main contractor provided that if in the opinion of both the Employers' Agent and Lloyds TSB's Consultants each acting reasonably completion of the Development Works is likely to be delayed beyond the said period by reason of:-

(i) force majeure; or

(ii) exceptionally inclement weather; or

(iii) damage by fire, storm, tempest, lightning, flood, earthquake, aircraft or anything dropped therefrom, aerial objects, riot and civil commotion or any of them; or

(iv) strike or lock-out affecting any of the trades employed upon the Development Works or any of the trades employed in the preparation, manufacture or transportation of any of the goods and materials required for the Development Works; or

(v) the inability for reasons beyond Walker Developments' control and which it could not reasonably have foreseen as at the date of this Agreement (being 6 Jun. 2002), to secure such labour, goods or materials as are essential to the proper carrying out of the Development Works then the said period shall be extended by such period as the Employers' Agent and Lloyds TSB's Consultants shall agree (Walker Developments and Lloyds TSB respectively being obliged to ensure that the Employers' Agent and Lloyds TSB's





**D. BURDENS SECTION**

Consultants respectively act reasonably and professionally);

"Demolition Phase" means the period of eight weeks beginning 4th February 2002 or such further period as Walker Developments shall require, not exceeding 4 weeks, subject to the following provisions:- In the event that the Demolition Phase is extended beyond the said eight week period a further sum will be paid by Walker Developments to Lloyds TSB on a pro rata basis based on the aggregate of the Consideration of £50000 and the Car Parking Sum of £4900;

"Development Works" means all works in connection with the demolition of the existing buildings on the Broomielaw Site and the construction thereon of the New Building;

"Employers' Agent" means the firm of Wilkinson & Lowe, Chartered Surveyors, 20 Park Circus, Glasgow G3 6BE or such other reputable firm of chartered surveyors as may be employed by Walker Developments in connection with their proposed development of the Broomielaw Site;

"Lloyds TSB" means the said Lloyds TSB Scotland plc and includes their successors from time to time as heritable proprietors (and, in relation to the rights hereby granted, any heritable creditors, tenants or other occupiers) of the Brown Street Site or any part or parts thereof from time to time (and, in relation to such rights, also includes their and their foresaids' respective agents and contractors);

"Lloyds TSB's Consulting Engineers" means the firm of Bielski Associates, 19 Manor Place, Edinburgh EH3 7DX;

"Lloyds TSB's Consultants" means the firm of Anstey Horne & Co, Chartered Surveyors, 31 Newbury Street, St. Bartholomews, London EC1A 7NE;

"New Building" means the nine storey office building with underground car parking to be constructed on the Broomielaw Site;

"Specification and Method of Works" means details of all demolition and construction works forming part of the Development Works which might affect or otherwise impact on the Brown Street Site or the existing buildings thereon, detailed method of works statements including, without prejudice to the foregoing generality details of all matters in relation to the provision of scaffolding, associated



**D. BURDENS SECTION**

protection, vibration limits, the method of piling, the means of preserving the integrity of the existing buildings on the Brown Street Site during such demolition and construction, the design package outlining the structural proposals and details for the New Building insofar as affecting the Brown Street Site and the results of all intrusive investigations into the boundary or flank walls of the existing buildings on both the Broomielaw Site and the Brown Street Site and methods of demolition and construction as a consequence of the relevant findings;

"Walker Developments" means the said Walker Developments (Glasgow) Limited and includes their successors from time to time as heritable proprietors (and, in relation to the rights hereby granted, any heritable creditors, tenants or other occupiers) of the Broomielaw Site or any part or parts thereof from time to time (and, in relation to such rights, also includes their and their foresaids' respective agents and contractors);

1.2 Words importing only the singular number shall include the plural number and vice versa and words importing any particular gender shall include masculine, feminine and neuter genders;

2 Rights granted

2.1 Lloyds TSB hereby grant to Walker Developments:

2.1.1 during both the Demolition Phase and the Construction Phase the following:-

(i) a right of access and egress across the Brown Street Site (along routes agreed between Walker Developments and Lloyds TSB each acting reasonably but, in any event, without entering any building currently within the Brown Street Site) for all necessary purposes in connection with the Development Works including without prejudice to the foregoing generality the erection, maintenance and removal of scaffolding, fencing, sheeting and other protective measures (including oversail boards) and for all cleaning purposes, all as more particularly detailed below; and

(ii) A right to erect and operate a crane or cranes (but in any event not more than two) on the Broomielaw Site so as to allow the jib of the crane(s) to traverse the air space above the Brown Street Site provided (i) that such traversing of air space shall be only to such extent (and in advance of such erection Walker Developments will be obliged to obtain the approval of Lloyds TSB



## D. BURDENS SECTION

to an oversail drawing showing such extent), with such frequency, in such manner and subject to such conditions as Lloyds TSB (acting reasonably and having regard to the Specification and Method of Works and the duration of the Construction Phase) shall have given consent (such consent not to be unreasonably withheld or delayed); (ii) all insurances reasonably required by Lloyds TSB are in place in advance of such erection; and (iii) Walker Developments (or at the discretion of Lloyds TSB acting reasonably the crane operator) indemnifies Lloyds TSB in respect of all loss injury damage costs claims and expenses incurred by Lloyds TSB as a consequence of such erection and operation declaring that if Walker Developments and Lloyds TSB cannot reach agreement on a matter referred to in paragraphs (i) and/or (ii) above the matter in question may be referred to an independent chartered surveyor agreed between Walker Developments and Lloyds TSB or in the absence of agreement nominated on the application of either by the Chairman for the time being of the Royal Institution of Chartered Surveyors (Scottish Branch) whose decision shall be final and binding on the parties;

2.1.2 a servitude right of access in all time coming over the Brown Street Site (where there is no other reasonably practicable means of access) for the purposes of inspection, maintenance, repair, rebuilding and renewal of any part of the Broomielaw Site or the building or buildings erected from time to time thereon (including, without prejudice to the foregoing generality, the right to erect such scaffolding and plant and machinery as may be necessary) subject to causing the minimum interference reasonably practicable to Lloyds TSB and to making good to the satisfaction of Lloyds TSB acting reasonably all damage caused to the Brown Street Site and the building or buildings erected thereon in the exercise of such right and provided that, in the event that in the exercise of the right to erect scaffolding and plant and machinery or otherwise as a consequence of the exercise of the servitude right hereby granted Lloyds TSB is prevented from utilising any car parking spaces within the Brown Street Site, Walker Developments will compensate Lloyds TSB in respect of the cost reasonably incurred by Lloyds TSB in acquiring for the relevant period alternative car parking spaces (except in relation to inspections of the north elevation of the Broomielaw Site to be carried out by Walker Developments where for a period of two days twice yearly they will be permitted to carry out such inspections without payment of any such compensation); and in the event of any dispute between the parties as to the amount of compensation (if any) to be paid hereunder the matter may be referred to an independent



## D. BURDENS SECTION

chartered surveyor agreed between Walker Developments and Lloyds TSB or in the absence of agreement nominated on the application of either by the Chairman for the time being of the Royal Institution of Chartered Surveyors (Scottish Branch) Declaring that the servitude right hereby granted will not prejudice or restrict the development of the Brown Street Site so long as (i) where, for the proper maintenance, repair, rebuilding and renewal of the buildings on the Broomielaw Site, a right of access as aforesaid is reasonably required by Walker Developments notwithstanding such development such right is not prejudiced or restricted but (ii) where, whether by the fact that buildings erected on the Brown Street Site adjoin those on the Broomielaw Site or otherwise, for so long as such right is no longer reasonably so required, the same shall be suspended on completion of such development.

2.2 Walker Developments hereby grant to Lloyds TSB the same rights mutatis mutandis as those detailed in Clauses 2.1.1 and 2.1.2 hereof over the Broomielaw Site in respect of any future developments by Lloyds TSB of the Brown Street Site subject to the same undertakings and obligations mutatis mutandis as those imposed on Walker Developments in terms of this Agreement other than this clause (and for that purpose references in this Agreement to "Walker Developments" and the "Broomielaw Site" shall, so far as practicable, be construed respectively as references to "Lloyds TSB" and the "Brown Street Site" and vice versa) Provided however that (1) such rights are granted subject to Walker Developments and Lloyds TSB (each acting reasonably) agreeing a specification and method of work in respect of the development of the Brown Street Site having regard to the condition of the Broomielaw Site at the time the development of the Brown Street Site takes place; declaring that if Walker Developments and Lloyds TSB cannot agree such a specification and method or work within 3 months of Lloyds TSB intimating to Walker Developments their intention to develop the Brown Street Site the matter may be referred to an independent chartered surveyor agreed between Walker Developments and Lloyds TSB or in the absence of agreement nominated on the application of either by the Chairman for the time being of the Royal Institution of Chartered Surveyors (Scottish Branch); (2) Lloyds TSB shall have no obligation to pay any consideration for such rights and shall have no obligation to pay any sum in respect of alternative car parking unless the same is required by Walker Developments as a consequence of the works on the Brown Street Site; and (3) the parties at the time of the development of the Brown Street Site shall nominate the professional team each of them intends to



**D. BURDENS SECTION**

appoint to take the roles of the Employers' Agent, Lloyds TSB's Consulting Engineers and Lloyds TSB's Consultants (as appropriate);

2.3 The rights granted in Clause 2.1.2 hereof and in Clause 2.2 hereof (so far as reciprocal to those granted in Clause 2.1.2 hereof) are hereby declared to be real liens, burdens and servitudes upon and affecting the Brown Street Site in favour of the Broomielaw Site and upon and affecting the Broomielaw Site in favour of the Brown Street Site;

Miscellaneous

The parties hereby agree and confirm that in so far as necessary and upon written notice being given to Lloyds TSB the rights granted hereunder may, subject to performance of the obligations hereincontained, be exercised at any time by any third party authorised by Walker Developments or any creditor or security holder (fixed or floating) of Walker Developments.

12.3 This Agreement shall be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties or out of the terms hereof shall, unless otherwise provided herein, be determined in accordance with the Law of Scotland, and the parties hereby prorogate the jurisdiction of the Court of Session.

- 9 Minute of Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 24 Dec. 2014, between Glasgow City Council, as local authority for the City of Glasgow by virtue of the Local Government etc (Scotland) Act 1994 and established as planning authority for the City of Glasgow by virtue of the Town and Country Planning (Scotland) Act 1997 and Frasers (Brown Street) Limited with consent of LLOYDS BANK plc, have entered into an Agreement in the following terms - Copy in Certificate.

Note: Copies of Deed Plans 1 and 2 annexed to the above Minute of Agreement are included in this Title Sheet as follows: (i) the area outlined red to Deed Plan 1 is shown edged red on the cadastral map; and (ii) the areas outlined blue and red on Deed Plan 2 are shown edged green and brown respectively on the cadastral map.