

## B: Proprietorship Register continued

- 4 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) 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 the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

## C: Charges Register

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

- 1 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Option Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 2 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 3 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Overage Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 4 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 5 (29.07.2014) The land is subject to the rights granted by a Deed dated 17 July 2014 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited.
- The said Deed also contains restrictive covenants by the grantor.
- NOTE: Copy filed under WM225647.*
- 6 (05.08.2015) The land is subject to the rights granted by a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited.
- NOTE:-Copy filed under WK8913.*
- 7 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.
- The said Deed also contains restrictive covenants by the grantor.
- NOTE: Copy filed under MM61736.*
- 8 (09.12.2016) 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.
- 9 (09.12.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.
- NOTE: Copy Deed filed under MM72383.*
- 10 (30.01.2018) The land is subject to any rights that are granted by a Deed dated 1 December 2017 made between (1) Birmingham Airport Limited and (2) Severn Trent Water Limited and affect the registered land.  
The said Deed also contains restrictive covenants by the grantor.
- NOTE: Copy filed under WM442617.*
- 11 (04.02.2019) The land is subject to any rights that are granted by a Deed dated 29 January 2019 made between (1) Birmingham Airport Limited

Title number WM484139

## C: Charges Register continued

and (2) Severn Trent Water Limited and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under WK8913.*

- 12 (28.07.2023) The land is subject to any rights that are vested, pursuant to a general vesting declaration dated 30 December 2022 in National Highways Limited and which affect the registered land.

The said Deed also contains restrictive covenants.

*NOTE:-Copy filed under WM940948.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register

# H.M. LAND REGISTRY

TITLE NUMBER

## WM 484139



ORDNANCE SURVEY  
PLAN REFERENCE

SP 1862

SECTION

Scale

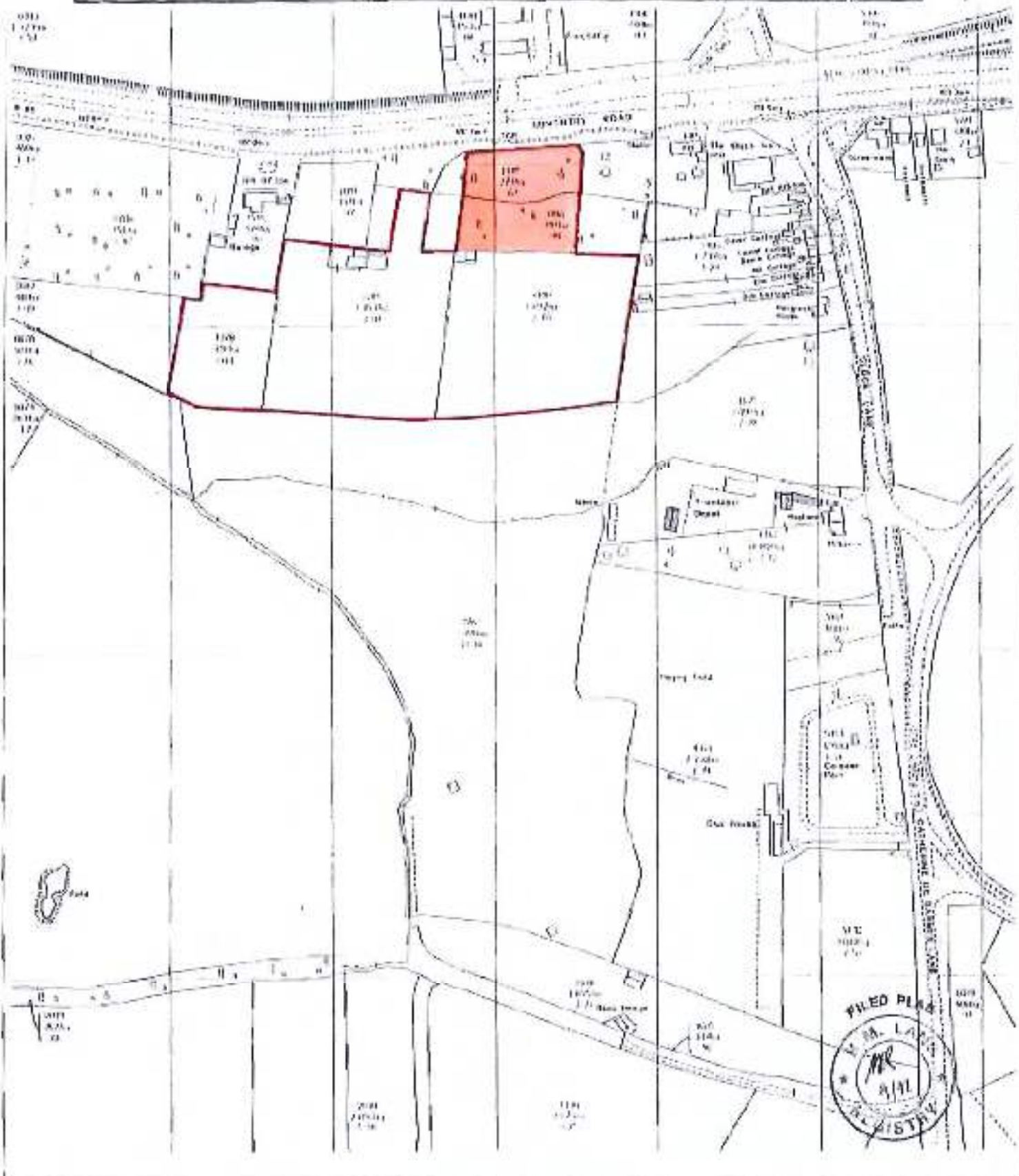
1/2500

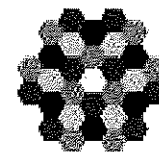
COUNTY WEST MIDLANDS

DISTRICT

SOLIHULL

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# Official copy of register of title

Title number WM503201

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:05.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

1 (23.05.1990) 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 of Coventry Road, Bickenhall.

2 The mines and minerals are excepted.

3 A Deed of Grant dated 14 May 1979 made between (1) The County Council of West Midlands and (2) Hilma Emily Cockersole is expressed to grant rights of way over the land tinted pink on the filed plan.

NOTE: Copy Filed.

4 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.

NOTE: Copy filed under MM14145.

5 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM668387.

6 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM511057.

7 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.

NOTE: Copy filed under WM197555.

8 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.

NOTE: Copy filed under MM14145.

## A: Property Register continued

- 9 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM317555.*
- 10 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM462347.*
- 11 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM11129.*
- 12 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM770193.*
- 13 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM263721.*
- 14 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM276911.*
- 15 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM242095.*
- 16 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WK46604.*
- 17 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WK12475.*
- 18 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.
- NOTE: Copy filed under WM22864.*
- 19 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
- NOTE: Copy filed under WM328749.*
- 20 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .
- NOTE: Copy filed under WM133176.*
- 21 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

## A: Property Register continued

*NOTE: Copy filed under WM66988.*

- 22 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM72212.*

- 23 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM573595.*

- 24 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM712271.*

- 25 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM104411.*

- 26 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM694363.*

- 27 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM60843.*

- 28 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM437357.*

- 29 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM316692.*

- 30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM261339.*

- 31 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM259548.*

- 32 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM497466.*

- 33 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM194767.*

## A: Property Register continued

34 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:--Copy filed under WM289934.*

35 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

*NOTE:--Copy filed under WM102572.*

36 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM59630.*

37 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM222850.*

38 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM86638.*

39 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM895183.*

40 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM616177.*

41 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM494063.*

42 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM606681.*

43 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM456250.*

44 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM304799.*

45 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

*NOTE: Copy filed under MM17916.*

46 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

## A: Property Register continued

*NOTE:-Copy filed under WK2817.*

- 47 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM557264.*

- 48 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM649782*

- 49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM94164.*

- 50 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under MM36022.*

- 51 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

*NOTE 1:* The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

*NOTE 2:-Copy filed under MM31708*

- 52 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM144306.*

- 53 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM36141.*

- 54 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK8913.*

- 55 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK8913.*

- 56 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM496911.*

## 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 number WM503201

## Title absolute

- 1 (01.10.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (01.10.2012) The price stated to have been paid on 20 June 2012 for the land in titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 was £750,000.
- 3 (01.10.2012) 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 the applicant's conveyancers that the provisions of clause 2.2 of an Overage Agreement dated 20 June 2012 made between (1) Solihull Metropolitan Borough Council and (2) Birmingham International Airport Limited have been complied with or that they do not apply to the disposition.

## C: Charges Register

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

- 1 A Conveyance dated 22 September 1942 made between (1) Douglas Dyas Jones (2) Herbert Joseph Cattell (3) Reverend Ernest Albert Smith and Reginald Armitage Brookes and (4) Emily Reinee Frost contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Option Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 3 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 4 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Overage Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 5 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 6 (09.12.2016) 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.
- 7 (09.12.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under MM72383.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.12.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register

# H.M. LAND REGISTRY

TITLE NUMBER

## WM 503201

ORDNANCE SURVEY  
PLAN REFERENCE

COUNTY SHEET  
WEST MIDLANDS

NATIONAL GRID  
SP 1882

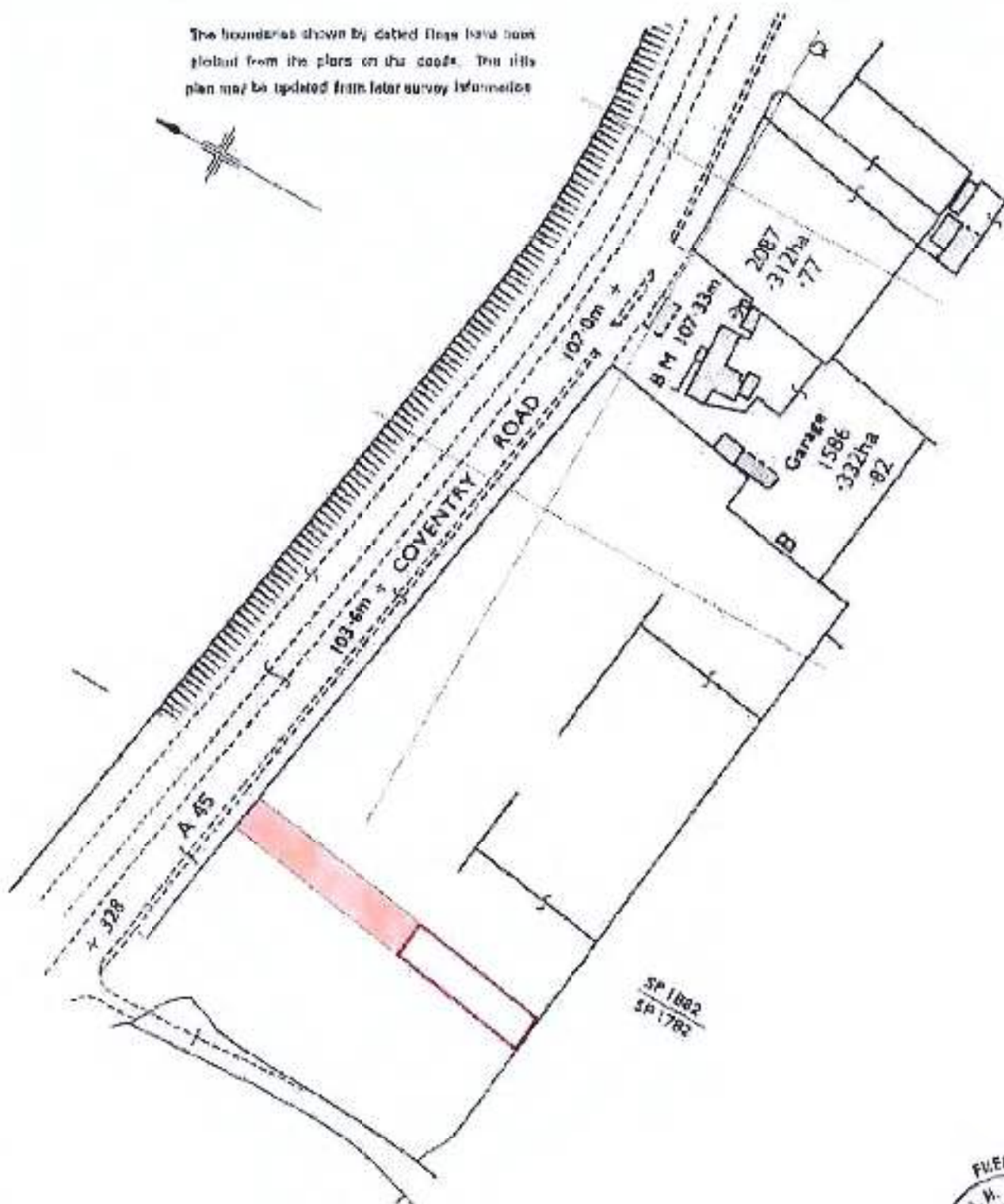
SECTION  
A

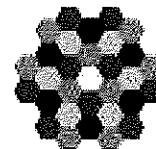
Scale: 1/1250 Enlarged from 1/2500

SOLIHULL DISTRICT

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





**Official copy  
of register of  
title**

Title number WM504259

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:05.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Annes Pantry Service Station, Coventry Road, Bickenhill, Solihull (B92 0EA).
- 2 As to the land tinted blue on the filed plan the mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 A Transfer of the land tinted pink on the filed plan dated 3 November 1953 made between (1) Alfred Lindsay Gardner and (2) John William Bywater contains the following provision:-  
  
"It is hereby declared that the said John William Bywater or other the owner or occupier from time to time of the land hereby transferred is not and shall not become entitled to any rights of way water light air drainage or other rights privileges easements or quasi-easements along over in or under the adjoining land retained by the said Alfred Lindsay Gardner"
- 4 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.  
  
*NOTE: Copy filed under MM14145.*
- 5 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.  
  
*NOTE: Copy filed under WM668387.*
- 6 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.  
  
*NOTE: Copy filed under WM511057.*
- 7 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.

## A: Property Register continued

*NOTE: Copy filed under WM197555.*

- 8 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM14145.*

- 9 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM317555.*

- 10 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM462347.*

- 11 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM11129.*

- 12 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM770193.*

- 13 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM263721.*

- 14 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM276911.*

- 15 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM242095.*

- 16 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK46604.*

- 17 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK12475.*

- 18 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM22864.*

- 19 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM328749.*

- 20 (11.03.2014) The land has the benefit of the rights granted by a Deed

## A: Property Register continued

dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM133176.*

21 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM66988.*

22 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM72212.*

23 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM573595.*

24 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM712271.*

25 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM104411.*

26 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM694363.*

27 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM60843.*

28 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM437357.*

29 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM316692.*

30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM261339.*

31 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM259548.*

32 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

## A: Property Register continued

*NOTE:-Copy filed under WM497466.*

- 33 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM194767.*

- 34 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM289934.*

- 35 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM102572.*

- 36 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM59630.*

- 37 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM222850.*

- 38 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM86638.*

- 39 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM895183.*

- 40 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM616177.*

- 41 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM494063.*

- 42 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM606681.*

- 43 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM456250.*

- 44 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM304799.*

- 45 (12.06.2014) The land has the benefit of the rights granted by a Deed

## A: Property Register continued

dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

*NOTE: Copy filed under MM17916.*

46 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK2817.*

47 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM557264.*

48 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM649782*

49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM94164.*

50 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under MM36022.*

51 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

*NOTE 2:-Copy filed under MM31708.*

52 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM144306.*

53 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM36141.*

54 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK8913.*

55 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK8913.*

56 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM496911.*

Title number WM504259

## 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 (23.11.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (23.11.2012) The price stated to have been paid on 1 November 2012 was £400,000 plus VAT.

## C: Charges Register

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

- 1 (05.08.2015) The land is subject to the rights granted by a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited.

*NOTE: -Copy filed under WK8913.*

- 2 (07.11.2016) 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 (07.11.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under MM72383.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

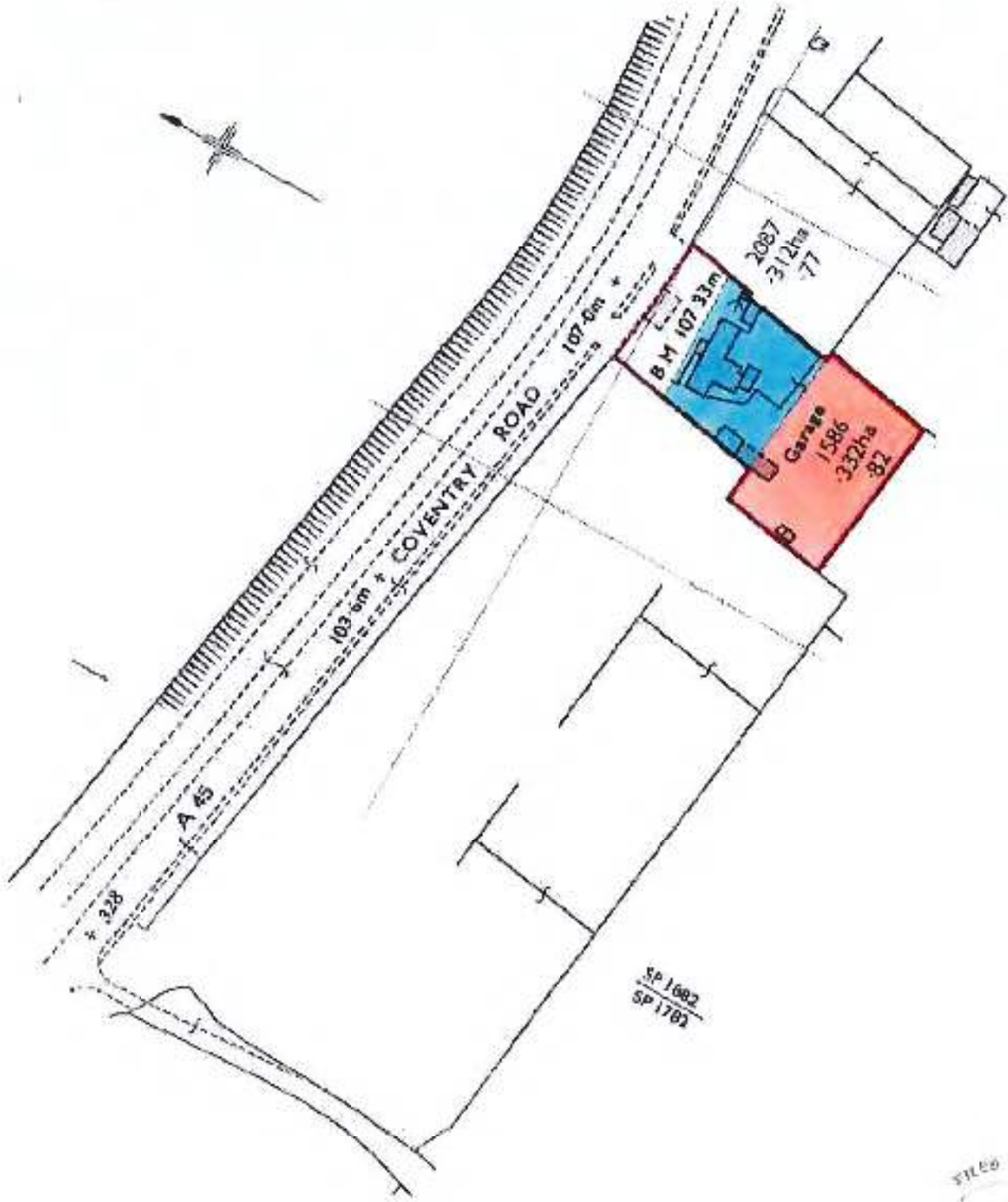
NOTE 1: The lease comprises also other land.

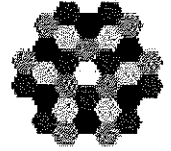
NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

## End of register



H.M. LAND REGISTRY		TITLE NUMBER	
		<b>WM 504259</b>	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST MIDLANDS		SP 1882
			SECTION
			A
Scale: 1/1250. Enlarged from 1/2500		SOLIHULL DISTRICT	© Crown copyright 1973





**Official copy  
of register of  
title**

Title number WM533742      Edition date 24.11.2015

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:04.
- 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 26 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, Coventry Office.

**A: Property Register**

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

WEST MIDLANDS : SOLIHULL

- 1      The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Hurdle Hall Farm, Bickenhill Lane, Bickenhill.
- 2      (01.07.1991) The land has the benefit of the rights granted by a Deed dated 11 July 1962 made between (1) Morris & Jacombs Limited and (2) Scaffolding Great Britain (Holdings) Limited.  
*NOTE: Original filed.*
- 3      (01.07.1991) The land has the benefit of the rights granted by a Deed dated 12 March 1963 made between (1) Morris & Jacombs Limited and (2) Scaffolding Great Britain (Holdings) Limited.  
*NOTE: Original filed.*
- 4      (01.07.1991) The land has the benefit of the rights granted by a Deed dated 8 November 1982 made between (1) Cliffcade Limited and (2) SGB Group Public Limited Company.  
*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      (01.07.1991) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2      (06.01.2012) The proprietor's address for service has been changed.
- 3      (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) 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 the applicant's Conveyancer that the provisions

## B: Proprietorship Register continued

of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

## C: Charges Register

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

- 1 (01.07.1991) A Conveyance of the land tinted pink on the filed plan dated 8 June 1942 made between (1) Douglas Dyas James (Vendor) and (2) Scaffolding (Great Britain) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (01.07.1991) A Conveyance of the land tinted blue on the filed plan dated 5 November 1943 made between (1) Douglas Dyas James (Vendor) and (2) Scaffolding (Great Britain) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (01.07.1991) The land tinted blue on the filed plan is subject to the following rights reserved by the Conveyance dated 5 November 1943 referred to above:-

"EXCEPT and RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property now or formerly of the Vendor at all times hereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings now or hereafter to be erected thereon through the drains sewers watercourses and service pipes hereafter to be laid in upon or under the land hereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the land hereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor making good any damage to the said land hereby conveyed in consequence thereof or to any buildings or erections now or hereafter to be erected thereon or on some part thereof."

- 4 (01.07.1991) A Conveyance of the land tinted yellow on the filed plan and other land dated 17 November 1943 made between (1) Douglas Dyas James (Vendor) (2) Midland Bank Limited and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (01.07.1991) The land tinted yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 17 November 1943 referred to above:-

AND ALSO EXCEPT AND RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property then or formerly of the Vendor at all times thereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings then or thereafter to be erected thereon through the drains sewers watercourses and service pipes thereafter to be laid in upon or under the premises thereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the premises thereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor or other the owners or owner aforesaid making good any damage to the premises thereby conveyed in consequence thereof or to any buildings or erections then or thereafter to be erected thereon or on some part thereof and paying a proportionate part of the expense of keeping such drains sewers watercourses and service pipes in repair.

- 6 (27.06.1995) Lease dated 31 March 1995 to Birmingham City Council and Solihull Metropolitan Borough Council for 999 years from 31 March 1995.

NOTE 1: Lessee's title registered under WM614956

NOTE 2: The lease includes also other land.

### C: Charges Register continued

7 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MM61736.

8 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under MM61736.

### Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 8 June 1942 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor that the Purchasers and their successors in title will at all times hereafter observe and perform the restrictions and stipulations contained in the First Schedule hereto Provided that the Purchasers or their successors in title shall not be liable under this covenant after they have parted with all interest in the property hereby conveyed

THE FIRST SCHEDULE above referred to  
Restrictions and Stipulations

.....  
..

(b) Not to use or permit to be used the said land or any building to be erected thereon for any trade or business of a noisy noxious or offensive character and in particular no part of the said land nor any building to be erected thereon shall be used as an hotel public house inn or tavern or otherwise for the manufacture sale consumption or supply of beer wines spirits or other intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold used or supplied

(c) The plans of any building to be erected on the said land shall first be submitted to and approved by the Vendor."

2 The following are details of the covenants contained in the Conveyance dated 5 November 1943 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor that the Purchasers and their successors in title will at all times hereafter observe and perform the restrictions and stipulations contained in the First Schedule hereto PROVIDED that the Purchasers or their successors in title shall not be liable under this covenant after they have parted with all interest in the property hereby conveyed

THE FIRST SCHEDULE above referred to  
RESTRICTIONS and STIPULATIONS

.....  
..

(b) Not to use or permit to be used the said land or any building to be erected thereon for any trade or business of a noisy noxious or offensive character and in particular no part of the said land nor any building to be erected thereon shall be used as an hotel public house inn or tavern or otherwise for the manufacture sale consumption or supply of beer wines spirits or other intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold used or supplied

## Schedule of restrictive covenants continued

(c) The plans of any building to be erected on the said land shall first be submitted to and approved by the Vendor."

3 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

### THE SECOND SCHEDULE thereinbefore referred to COVENANTS BY THE PURCHASERS

(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

End of register

# H.M. LAND REGISTRY

FIELD NUMBER

## WM533742

ORDNANCE SURVEY  
PLAN REFERENCE

SP1862 SP1883

SECTION

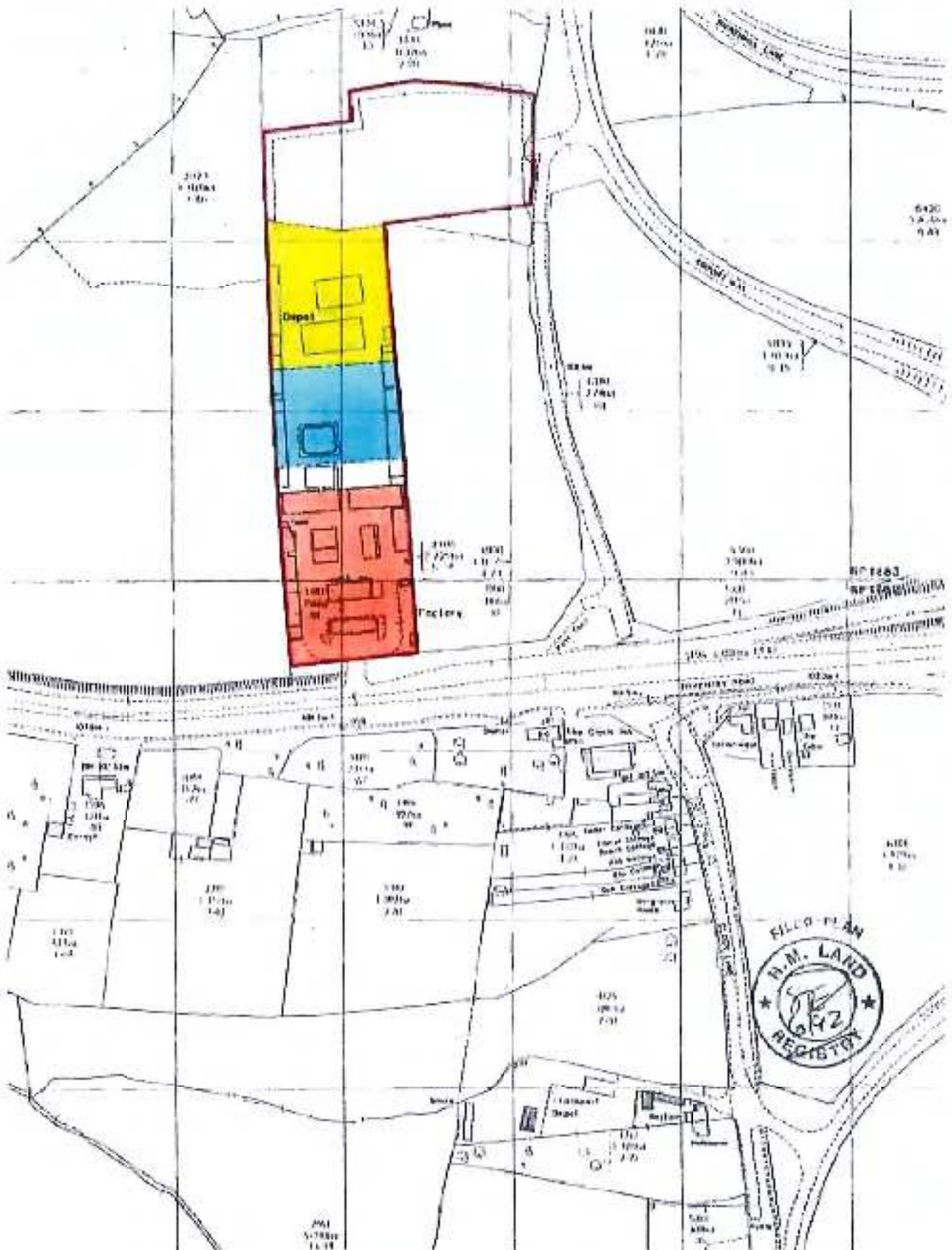
Scale

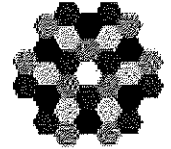
1/2500

COUNTY WEST MIDLANDS

DISTRICT SOLERELL

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**Official copy  
of register of  
title**

Title number WM580834

Edition date 21.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:02.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (07.10.1993) 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 Coventry Road.
- 2 (07.10.1993) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (07.10.1993) The Conveyance dated 20 August 1993 referred to in the Charges Register contains a provision as to light or air.
- 4 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.

*NOTE:-Copy filed under MM61736.*

- 5 (21.12.2016) A new title plan to an amended extent and based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

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

### Title absolute

- 1 (07.10.1993) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (06.01.2012) The proprietor's address for service has been changed.
- 3 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) 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 the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made

Title number WM580834

## B: Proprietorship Register continued

between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

## C: Charges Register

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

- 1 (07.10.1993) A Conveyance of the land in this title and other land dated 17 November 1943 made between (1) Douglas Dyas James (Vendor) (2) Midland Bank Limited (Bank) and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (07.10.1993) The land is subject to the rights granted by a Deed dated 11 July 1962 made between (1) Morris & Jacombs Limited (Grantors) and (2) Scaffolding Great Britain (Holdings) Limited (Grantees).  
*NOTE: Copy filed.*
- 3 (07.10.1993) The land is subject to the rights granted by a Deed dated 12 March 1963 made between (1) Morris & Jacombs Limited (Grantors) and (2) Scaffolding Great Britain (Holdings) Limited.  
*NOTE: Copy filed.*
- 4 (07.10.1993) The land is subject to the rights granted by a Deed dated 8 November 1982 made between (1) Cliffcade Limited (Owner) and (2) SGB Group Plc (Grantee).  
*NOTE: Copy filed.*
- 5 (07.10.1993) A Conveyance of the land in this title dated 20 August 1993 made between (1) Cliffcade Limited (Vendor) and (2) Birmingham International Airport Plc (Purchaser) contains restrictive covenants.  
*NOTE: Original filed.*
- 6 (07.10.1993) The land is subject to the rights reserved by the Conveyance dated 20 August 1993 referred to above.
- 7 (07.10.1993) The Conveyance dated 20 August 1993 referred to above contains provisions which relate to the future grant of easements as therein mentioned.
- 8 (27.06.1995) Lease dated 31 March 1995 of the land tinted blue on the title plan to Birmingham City Council and Solihull Metropolitan Borough Council for 999 years from 31 March 1995.  
*NOTE 1: Lessee's title registered under WM614956*  
*NOTE 2: The lease includes also other land.*
- 9 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.  
The said Deed also contains restrictive covenants by the grantor.  
*NOTE: Copy filed under MM61736.*
- 10 (21.12.2016) The land is subject to any rights that are granted by a Deed dated 21 December 2015 made between (1) Birmingham Airport Limited and (2) National Grid Gas Plc and affect the registered land.  
The said Deed also contains restrictive covenants by the grantor.  
*NOTE: Copy filed under WK2163.*

## Schedule of restrictive covenants



## Title number WM580834

1 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whatsoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

### THE SECOND SCHEDULE thereinbefore referred to COVENANTS BY THE PURCHASERS

(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

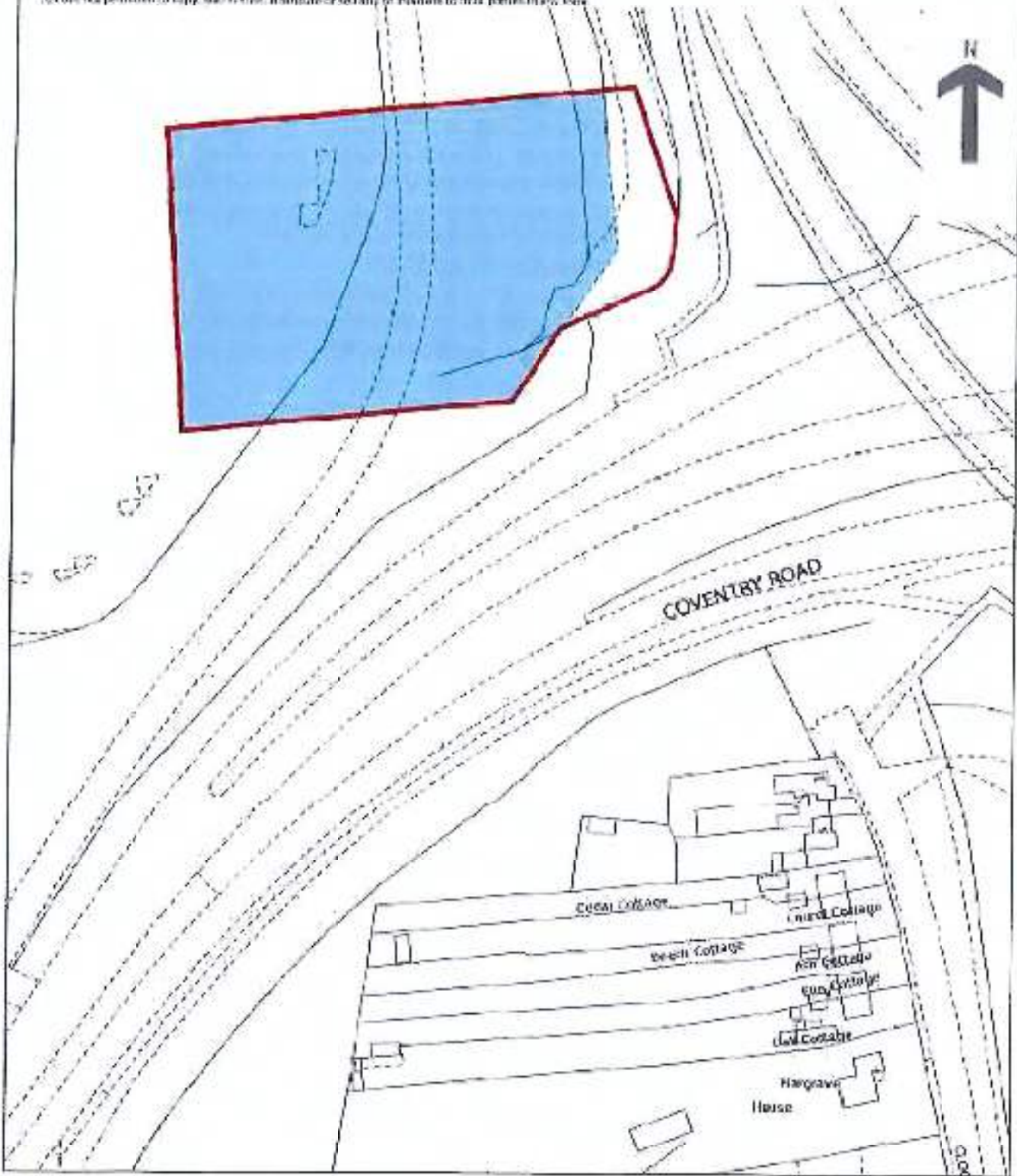
End of register

HM Land Registry  
Official copy of  
title plan

Title number **WM580834**  
Ordnance Survey map reference **SP1882NW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Midlands :**  
**Solihull**



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This official copy is incomplete without the preceding notes page.



**Official copy  
of register of  
title**

Title number WM594837

Edition date 21.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:02.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (23.06.1994) 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 Old Bickenhill Lane.
- 2 (23.06.1994) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (23.06.1994) A Conveyance of the land in this title and other land dated 15 September 1964 made between (1) Morris & Jacombs Limited (Vendors) and (2) Causeway Nominees Limited (Purchasers) contains the following provision:-  
  
"IT IS HEREBY DECLARED that the Purchasers shall not be or become entitled to any right of light or air or other easement or right over the adjoining or neighbouring lands of the Vendors which would prejudicially affect the free and unrestricted user thereof respectively for building or any other purposes."
- 4 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.  
  
*NOTE:-Copy filed under MM61736.*
- 5 (21.12.2016) A new title plan to an amended extent and based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

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

### Title absolute

- 1 (23.06.1994) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.

## B: Proprietorship Register continued

- 2 (06.01.2012) The proprietor's address for service has been changed.
- 3 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) 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 the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

## C: Charges Register

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

- 1 (23.06.1994) A Conveyance of the land in this title and other land dated 17 November 1943 made between (1) Douglas Dyas James (Vendor) (2) Midland Bank Ltd (Bank) and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (23.06.1994) The land is subject to the following rights reserved by the Conveyance dated 17 November 1943 referred to above:-
- AND ALSO EXCEPT AND RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property then or formerly of the Vendor at all times thereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings then or thereafter to be erected thereon through the drains sewers watercourses and service pipes thereafter to be laid in upon or under the premises thereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the premises thereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor or other the owners or owner aforesaid making good any damage to the premises thereby conveyed in consequence thereof or to any buildings or erections then or thereafter to be erected thereon or on some part thereof and paying a proportionate part of the expense of keeping such drains sewers watercourses and service pipes in repair.
- 3 (23.06.1994) The land is subject to the rights granted by a Deed dated 11 July 1962 made between (1) Morris & Jacombs Limited (Grantors) and (2) Scaffolding Great Britain (Holdings) Limited (Grantees).
- NOTE: Original filed under WM533742*
- 4 (23.06.1994) The land is subject to the rights granted by a Deed dated 12 March 1963 made between (1) Morris & Jacombs Limited (Grantors) and (2) Scaffolding Great Britain (Holdings) Limited (Grantees).
- NOTE: Original filed under WM533742*
- 5 (23.06.1994) The land is subject to the rights granted by a Deed dated 8 November 1982 made between (1) Cliffcade Limited (Owner) and (2) SGB Group Public Limited Company (Grantee).
- NOTE: Original filed under WM533742*
- 6 (23.06.1994) A Conveyance of the land in this title dated 9 May 1994 made between (1) Cliffcade Limited (Vendor) and (2) Birmingham International Airport Plc (Purchaser) contains restrictive covenants.
- NOTE: Original filed.*
- 7 (23.06.1994) The land is subject to the rights reserved by the Conveyance dated 9 May 1994 referred to above.
- 8 (27.06.1995) Lease dated 31 March 1995 of the land tinted blue on the title plan to Birmingham City Council and Solihull Metropolitan Borough Council for 999 years from 31 March 1995.

NOTE 1: Lessee's title registered under WM614956

## C: Charges Register continued

NOTE 2: The lease includes also other land.

- 9 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under MM61736.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

### THE SECOND SCHEDULE thereinbefore referred to COVENANTS BY THE PURCHASERS

(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

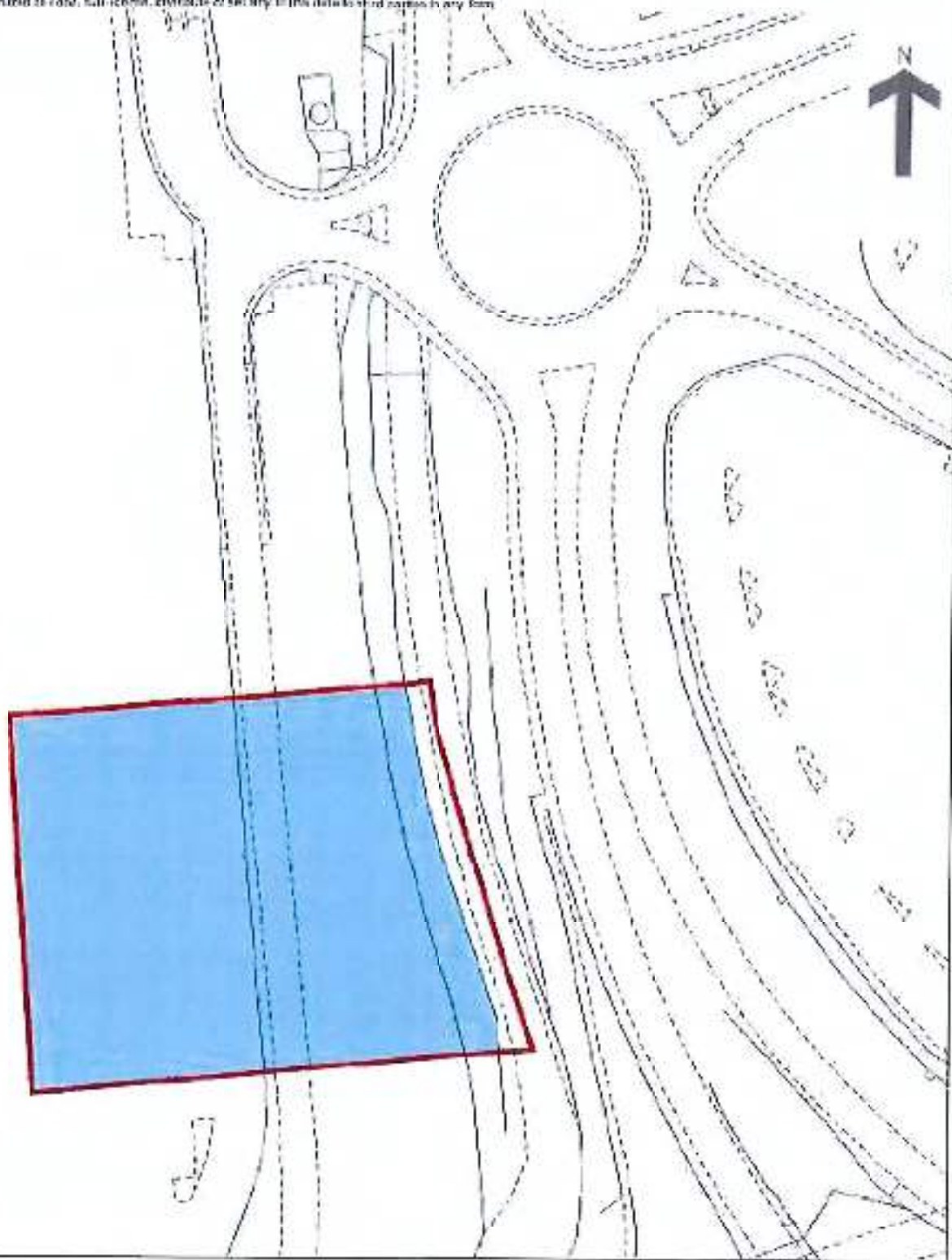
End of register

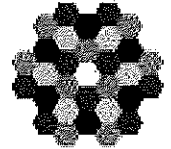
HM Land Registry  
Official copy of  
title plan

Title number **WM594837**  
Ordnance Survey map reference **SP1883SW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Midlands :**  
**Solihull**



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**Official copy  
of register of  
title**

Title number WM613993

Edition date 21.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:02.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (08.06.1995) 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 Bickenhill Lane.
- 2 (08.06.1995) The mines and minerals together with ancillary powers of working are excepted with provision for compensation in the event of damage caused thereby.
- 3 (08.06.1995) A Conveyance dated 15 September 1964 made between (1) Morris & Jacombs Limited and (2) Causeway Nominees Limited contains the following provision:-  
  
"IT IS HEREBY DECLARED that the Purchasers shall not be or become entitled to any right of light or air or other easement or right over the adjoining or neighbouring lands of the Vendors which would prejudicially affect the free and unrestricted user thereof respectively for building or any other purposes."
- 4 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.  
  
*NOTE:-Copy filed under MM61736.*
- 5 (21.12.2016) A new title plan to an amended extent and based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

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

### Title absolute

- 1 (08.06.1995) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (06.01.2012) The proprietor's address for service has been changed.

## B: Proprietorship Register continued

- 3 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) 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 the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

## C: Charges Register

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

- 1 (08.06.1995) A Conveyance of the land in this title and other land dated 17 November 1943 made between (1) Douglas Dyas James (2) Midland Bank Limited and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 2 (08.06.1995) The land is subject to the following rights reserved by the Conveyance dated 17 November 1943 referred to above:-

"EXCEPT AND RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property now or formerly of the vendor at all times hereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings now or hereafter to be erected thereon through the drains sewers watercourses and service pipes hereafter to be laid in upon or under the premises hereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the premises hereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor or other the owners or owner aforesaid making good any damage to the premises hereby conveyed in consequence thereof or to any buildings or erections now or hereafter to be erected thereon or on some part thereof and paying a proportionate part of the expense of keeping such drains sewers watercourses and service pipes in repair."

- 3 (08.06.1995) The land is subject to the rights granted by a Deed dated 11 July 1962 made between (1) Morris & Jacombs Limited and (2) Scaffolding Great Britain (Holdings) Limited.

*NOTE: Copy filed.*

- 4 (08.06.1995) The land is subject to the rights granted by a Deed dated 12 March 1963 made between (1) Morris & Jacombs Limited and (2) Scaffolding Great Britain (Holdings) Limited.

*NOTE: Copy filed.*

- 5 (08.06.1995) The land is subject to the rights granted by a Deed dated 8 November 1982 made between (1) Cliffcade Limited and (2) SGB Group PLC.

*NOTE: Copy filed.*

- 6 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under MM61736.*

- 7 (21.12.2016) The land is subject to any rights that are granted by a Deed dated 21 December 2015 made between (1) Birmingham Airport Limited and (2) National Grid Gas Plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under WK2163.*



## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

"FOR the benefit of the estate belonging to the Vendors situate at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants shall run with the land hereby conveyed and be binding upon all persons into whosoever hands the same may come the Purchasers hereby covenant with the Vendor that the Purchasers and the persons deriving title under them will henceforth at all times hereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule hereto

### THE SECOND SCHEDULE

hereinbefore referred to covenants by the Purchaser

(1) THAT the Purchasers and the persons deriving title under them will not at any time erect or cause or suffer to be erected upon the premises hereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises hereby conveyed at any time hereafter to be used as a retail shop or as a place of access to the public for the purposes of the sale and purchase of goods but nothing herein contained shall be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which shall be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property now or formerly of the Vendor but so that this covenant shall not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery machine tools and accessories

(3) THAT the Purchasers shall as soon as practicable after the date hereof erect and forever after maintain a good and sufficient fence along the boundaries of the premises hereby conveyed between the points marked B and C and C and D for the purposes of division from the adjoining property."

NOTE: The points marked C and D referred to affect the northern boundary of the land in this title.

End of register

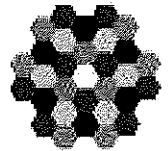
HM Land Registry  
Official copy of  
title plan

Title number **WM613993**  
Ordnance Survey map reference **SP1883SW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Midlands :**  
**Solihull**



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**Official copy  
of register of  
title**

Title number WM772517

Edition date 25.03.2024

- This official copy shows the entries on the register of title on 25 JUL 2024 at 17:01:14.
- 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 25 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (24.06.2002) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land forming part of Birmingham International Airport, Airport Way, Elmdon, (B26 3QR).

## 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 (24.06.2002) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (06.01.2012) The proprietor's address for service has been changed.

## C: Charges Register

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

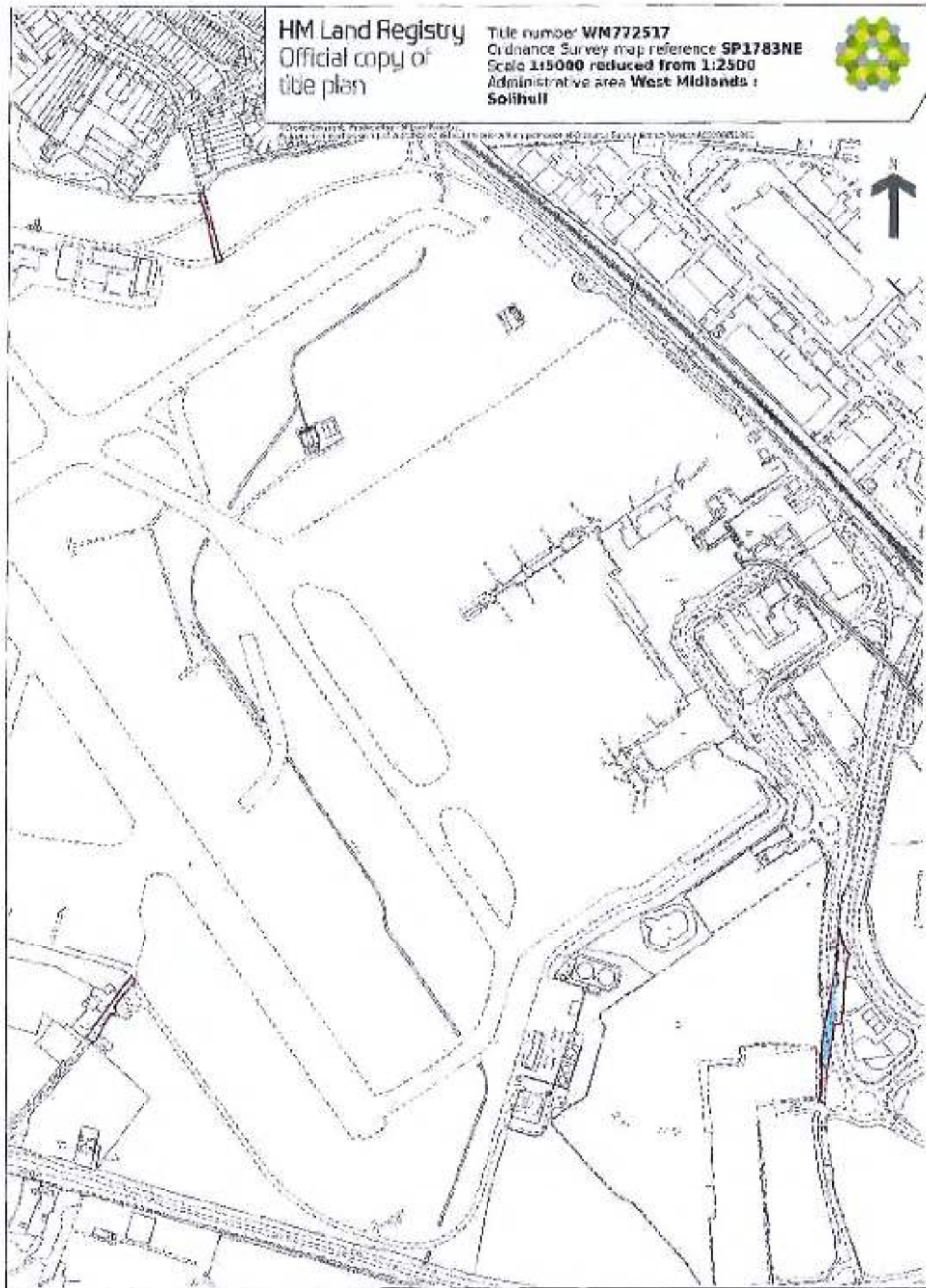
- 1 (24.06.2002) The land is subject to such restrictive covenants as may have been imposed thereon before 24 June 2002 and are still subsisting and capable of being enforced.
- 2 (25.03.2024) The land tinted blue on the title plan is subject to any legal easements created by the High Speed Rail (London - West Midlands) General Vesting Declaration No. 923 dated 16 February 2022.

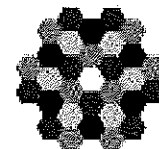
NOTE: Copy filed under MM65462.

End of register

HM Land Registry  
Official copy of  
the plan

Title number **WM772517**  
Ordnance Survey map reference **SP1783NE**  
Scale **1:5000 reduced from 1:2500**  
Administrative area **West Midlands :**  
**Solihull**





Official copy  
of register of  
title

Title number WM933796

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:01.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

1 (18.07.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at A45, Coventry Road, Bickenhill, Solihull.

2 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM14145.*

3 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM668387.*

4 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.

*NOTE:-No Copy of the Deed referred to is held by Land Registry.*

5 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM197555.*

6 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM14145.*

7 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM317555.*

8 (18.02.2014) The land has the benefit of the rights granted by a Deed

## A: Property Register continued

dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM462347.*

- 9 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM11129.*

- 10 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM770193.*

- 11 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM263721.*

- 12 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM276911.*

- 13 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM242095.*

- 14 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK46604.*

- 15 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK12475.*

- 16 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM22864.*

- 17 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM328749.*

- 18 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM133176.*

- 19 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM66988.*

- 20 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

## A: Property Register continued

*NOTE: Copy filed under WM72212.*

- 21 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM573595.*

- 22 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM712271.*

- 23 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM104411.*

- 24 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM694363.*

- 25 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM60843.*

- 26 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM437357.*

- 27 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM316692.*

- 28 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM261339.*

- 29 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM259548.*

- 30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM497466.*

- 31 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM194767.*

- 32 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM289934.*

- 33 (28.03.2014) The land has the benefit of the rights granted by a Deed

## A: Property Register continued

dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

*NOTE:--Copy filed under WM102572.*

- 34 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM59630.*

- 35 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM222850.*

- 36 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM86638.*

- 37 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM895183.*

- 38 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM616177.*

- 39 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM494063.*

- 40 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM606681.*

- 41 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM456250.*

- 42 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM304799.*

- 43 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

*NOTE: Copy filed under MM17916.*

- 44 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

*NOTE:--Copy filed under WK2817.*

- 45 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.



## A: Property Register continued

*NOTE:-Copy filed under WM557264.*

- 46 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM649782.*

- 47 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM94164.*

- 48 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under MM36022.*

- 49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

*NOTE 2:-Copy filed under MM31708.*

- 50 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM144306.*

- 51 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM36141.*

- 52 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK8913.*

- 53 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK8913.*

- 54 (24.11.2015) The land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.

*NOTE:-Copy filed under MM61736.*

- 55 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM496911.*

## 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 number WM933796

## Title absolute

- 1 (24.01.2013) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (24.01.2013) 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.
- 3 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) 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 the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

## C: Charges Register

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

- 1 (18.07.2008) The land, as far as is affected thereby, is subject to such easements, rentcharge's, restrictive covenants and other rights as are contained or referred to in a Conveyance of the land in this title and other land, dated 1 March 1959, made between (1) the Lord Mayor, Aldermen and Citizens of the City of Birmingham and (2) The Minister of Transport and Civil Aviation.

*NOTE: -Copy filed under title WM933792.*

- 2 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under MM61736.*

- 3 (07.11.2016) 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 (07.11.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under MM72383.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	07.11.2016	site of a runway extension at Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

*NOTE 1: The Lease comprises also other land.*

*NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.*

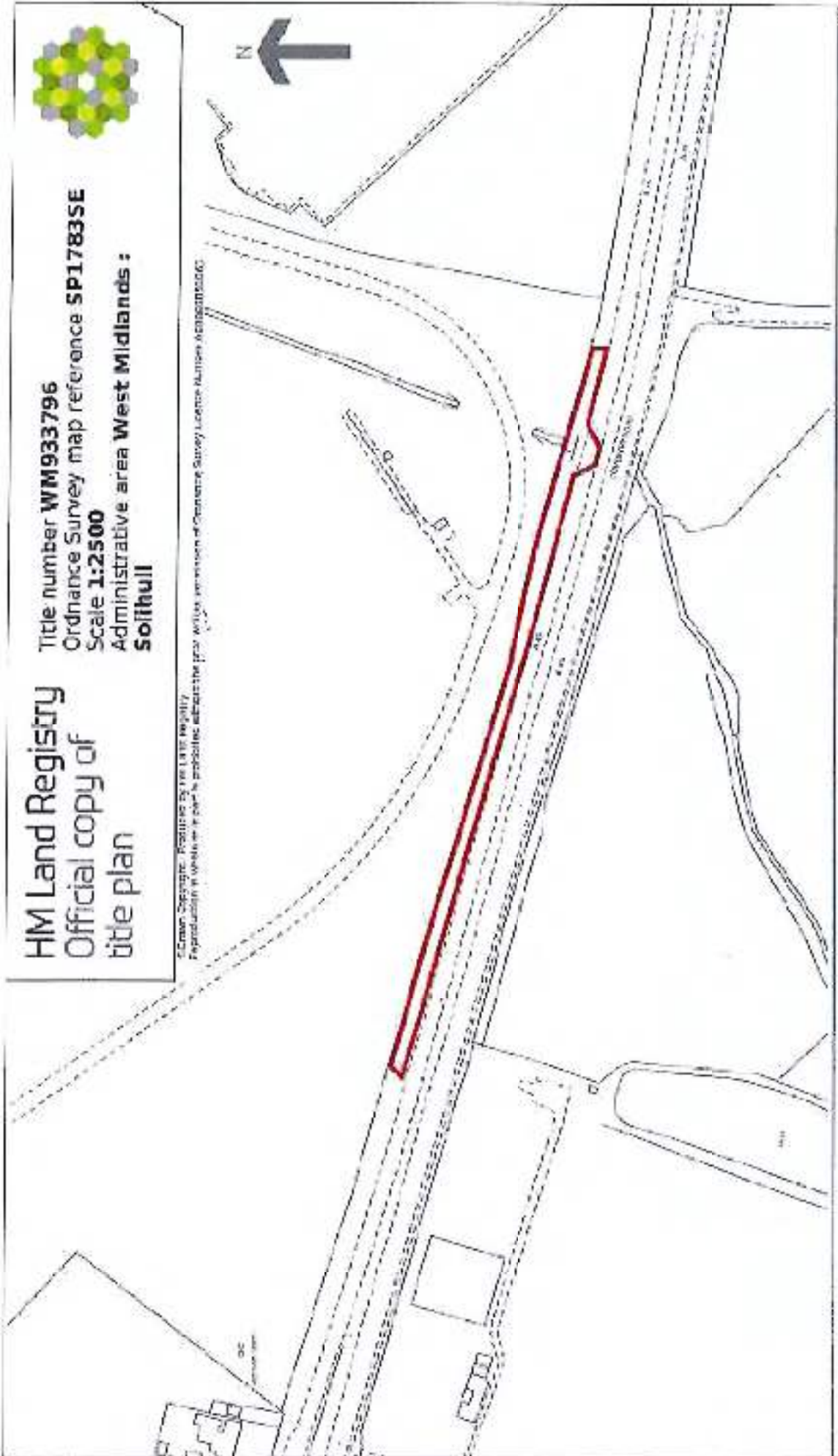
End of register



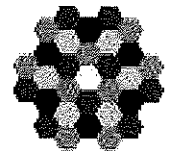
Title number **WM933796**  
Ordnance Survey map reference **SP1783SE**  
Scale **1:2500**  
Administrative area **West Midlands :**  
**Solihull**

**HM Land Registry**  
Official copy of  
title plan

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**Official copy  
of register of  
title**

Title number WM940476

Edition date 30.01.2018

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:01.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

1 (09.10.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land on the south side of Coventry Road, Bickenhill, Solihull.

2 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM14145.*

3 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM668387.*

4 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM511057.*

5 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freake and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM197555.*

6 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM14145.*

7 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM317555.*

8 (18.02.2014) The land has the benefit of the rights granted by a Deed

## A: Property Register continued

dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM462347.*

- 9 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM11129.*

- 10 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM770193.*

- 11 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM263721.*

- 12 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM276911.*

- 13 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM242095.*

- 14 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK46604.*

- 15 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK12475.*

- 16 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM22864.*

- 17 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM328749.*

- 18 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM133176.*

- 19 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM66988.*

- 20 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

## A: Property Register continued

*NOTE: Copy filed under WM72212.*

- 21 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM573595.*

- 22 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM712271.*

- 23 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM104411.*

- 24 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM694363.*

- 25 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM60843.*

- 26 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM437357.*

- 27 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM316692.*

- 28 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM261339.*

- 29 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM259548.*

- 30 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM497466.*

- 31 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM194767.*

- 32 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM289934.*

- 33 (28.03.2014) The land has the benefit of the rights granted by a Deed

## A: Property Register continued

dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM102572.*

- 34 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM59630.*

- 35 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM222850.*

- 36 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM86638.*

- 37 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM895183.*

- 38 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM616177.*

- 39 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM494063.*

- 40 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM606681.*

- 41 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM456250.*

- 42 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM304799.*

- 43 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

*NOTE: Copy filed under MM17916.*

- 44 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK2817.*

- 45 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.

Title number WM940476

## A: Property Register continued

*NOTE:-Copy filed under WM557264.*

- 46 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM649782.*

- 47 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM94164.*

- 48 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under MM36022.*

- 49 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

*NOTE 2:-Copy filed under MM31708.*

- 50 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM144306.*

- 51 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under MM36141.*

- 52 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK8913.*

- 53 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK8913.*

- 54 (06.05.2016) The land has the benefit of any legal easements granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM496911.*

## 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 (01.10.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.



Title number WM940476

## B: Proprietorship Register continued

- 2 (01.10.2012) The price stated to have been paid on 20 June 2012 for the land in titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 was £750,000.
- 3 (01.10.2012) 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 the applicant's conveyancers that the provisions of clause 2.2 of an Overage Agreement dated 20 June 2012 made between (1) Solihull Metropolitan Borough Council and (2) Birmingham International Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (01.10.2012) 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.

## C: Charges Register

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

- 1 (09.10.2008) The deeds and documents of title having been lost or destroyed the land is subject to such restrictive covenants as may have been imposed thereon before 9 October 2008 and are still subsisting and capable of being enforced.
- 2 (04.10.2010) The part of the land affected thereby is subject to the rights granted by a Deed dated 17 September 1992 made between (1) The Metropolitan Borough of Solihull and (2) Esso Petroleum Company, Limited.

The said Deed also contains restrictive covenants by the Grantor.

*NOTE: Copy Deed with large scale plan referred to in Clause 29 of the Deed showing the approximate position of the pipeline filed under WM202913.*

- 3 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Option Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 4 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B90 3QB.
- 5 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Overage Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 6 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 7 (09.12.2016) 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.
- 8 (09.12.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under MM72383.*

## Schedule of notices of leases

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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Title number WM940476

1	29.06.2016	Site of a runway extension at Birmingham Airport	19.06.2013	MM80152
			51 years from and including 19/6/2013	

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

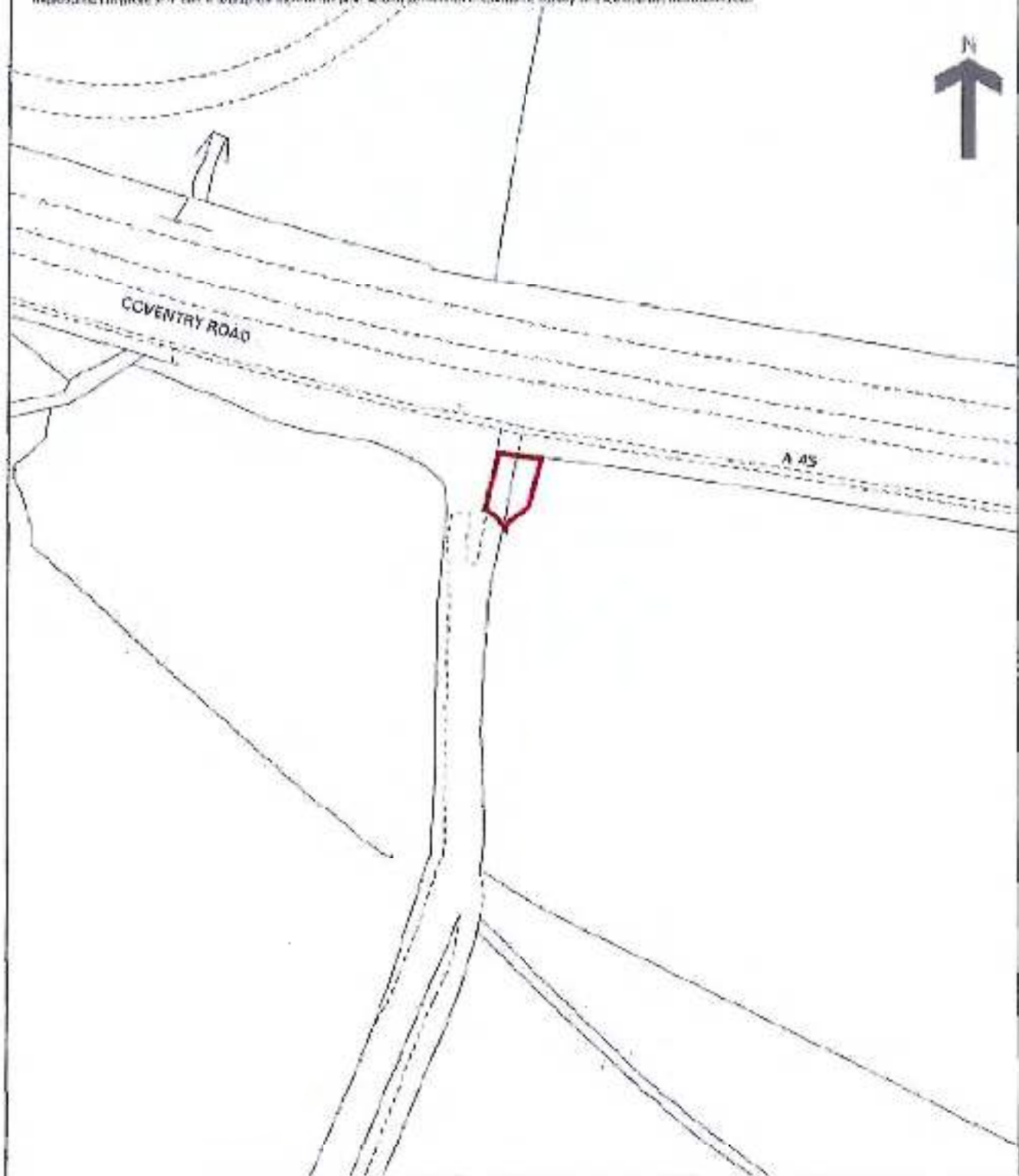
End of register

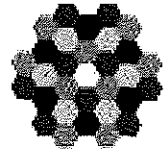
HM Land Registry  
Official copy of  
title plan

Title number **WM940476**  
Ordnance Survey map reference **SP1782NE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Midlands :**  
**Solihull**



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# Official copy of register of title

Title number WM941026

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:00.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (15.10.2008) 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 of Coventry Road, Bickenhill, Solihull.

## 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 (01.10.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham International Airport, Birmingham, West Midlands B26 3QJ.
- 2 (01.10.2012) The price stated to have been paid on 20 June 2012 for the land in titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 was £750,000.
- 3 (01.10.2012) 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 the applicant's conveyancers that the provisions of clause 2.2 of an Overage Agreement dated 20 June 2012 made between (1) Solihull Metropolitan Borough Council and (2) Birmingham International Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (01.10.2012) 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.

## C: Charges Register

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

## Title number WM941026

- 1 (15.10.2008) The deeds and documents of title having been lost or destroyed the land is subject to such restrictive covenants as may have been imposed thereon before 15 October 2008 and are still subsisting and capable of being enforced.
- 2 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Option Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 3 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 4 (01.10.2012) UNILATERAL NOTICE affecting titles WM141554, WM442617, WM484139, WM503201, WM940476 and WM941026 in respect of an Overage Agreement dated 20 June 2012 made between (1) The Metropolitan Borough of Solihull and (2) Birmingham Airport Limited.
- 5 (01.10.2012) BENEFICIARY: The Metropolitan Borough of Solihull of Council House, Manor Square, Solihull B91 3QB.
- 6 (09.12.2016) 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.
- 7 (09.12.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under MM72383.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	29.06.2016	Site of a runway extension at Birmingham airport	19.06.2013 51 years from and including 19 June 2013	MM80152

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register

**HM Land Registry**  
Official copy of  
title plan

Title number **WM941026**

Ordnance Survey map reference **SP1882NW**

Scale **1:1250 enlarged from 1:2500**

Administrative area **West Midlands :**  
**Solihull**



Commons Register. Provided by HM Land Registry.

Map data © Crown Copyright and/or the Controller of Her Majesty's Stationery Office. Ordnance Survey Licence Number: 100020015/0001



COVENTRY ROAD

Shedder

PO

The Clock Inn  
CPH



Cobalt Cottage

Island Cottage

Green Cottage

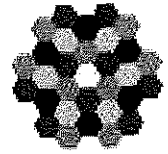
Wych Cottage

Elm Cottage

Dak Cottage

Hangrove  
House

This official copy is incomplete without the preceding notes page.



**Official copy  
of register of  
title**

Title number WM964966

Edition date 09.12.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:29:11.
- 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 26 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, Coventry Office.

## A: Property Register

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

WEST MIDLANDS : SOLIHULL

- 1 (26.03.2010) 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 of Coventry Road, Bickenhill, Solihull.
- 2 (26.03.2010) 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 (22.02.2012) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham, West Midlands B26 3QJ.
- 2 (22.02.2012) The price stated to have been paid on 15 February 2012 was £2000.
- 3 (22.02.2012) A Conveyance to a former proprietor of the land in this title dated 18 November 1932 made between (1) William Henry Lake and Frank Harrison (Vendors) and (2) Frank Charles Howell (Purchaser) contains purchaser's personal covenant(s) 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 covenant(s) and of indemnity in respect thereof.

### Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 18 November 1932 referred to in the Proprietorship Register:-

Title number WM964966

## Schedule of personal covenants continued

"The Purchaser hereby COVENANTS with the Vendors that the Purchaser and the persons deriving title under him will forthwith erect and forever hereafter maintain good and sufficient fences on such boundaries of the said piece of land hereby conveyed as are marked with a "T" on the said plan.

NOTE: The "T" marks referred to are reproduced on the title plan.

## C: Charges Register

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

- 1 (09.12.2016) 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 (09.12.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MM72383.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	09.12.2016	site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM80154

NOTE 1: The lease comprises also other land.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.

End of register

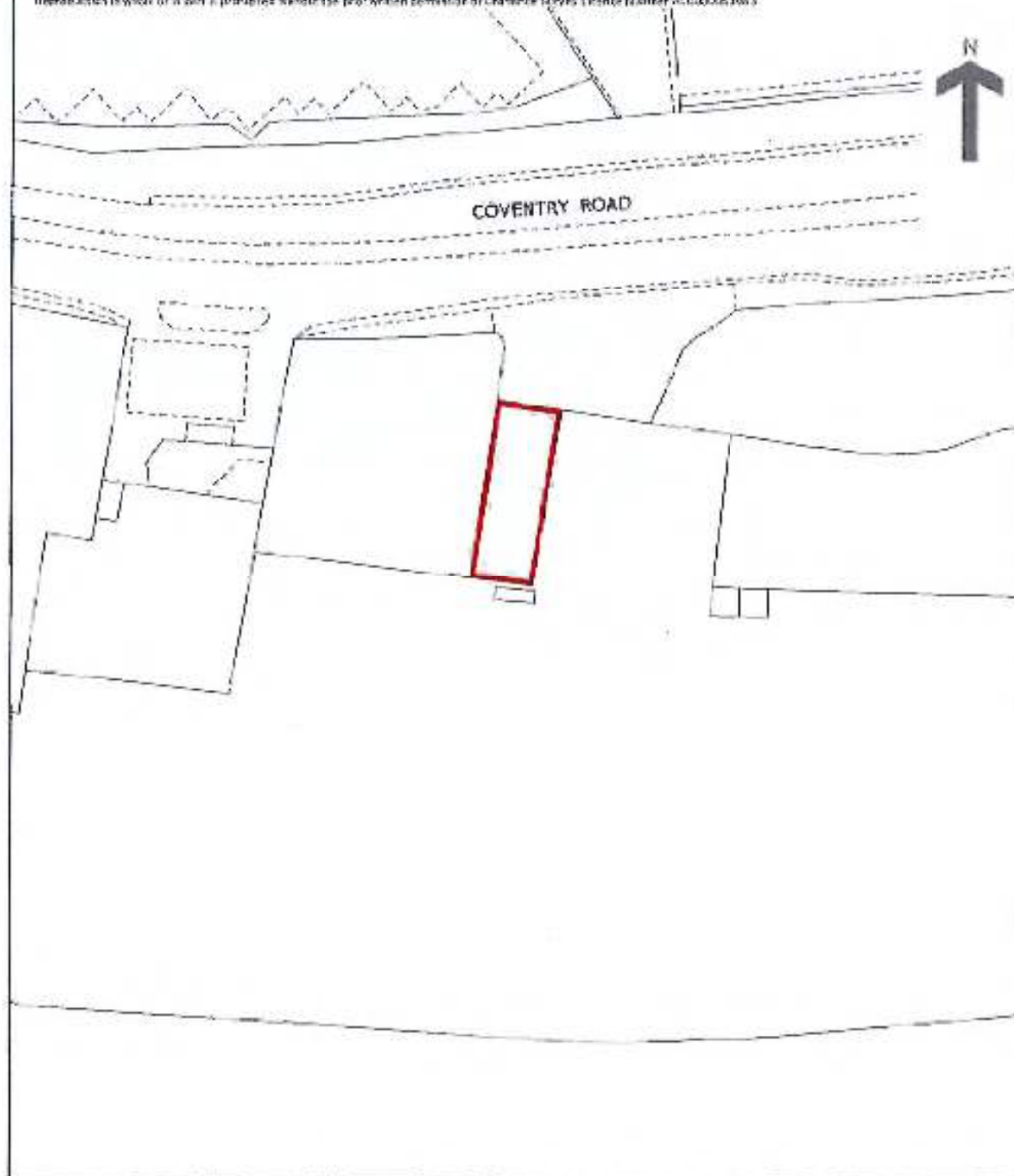


HM Land Registry  
Official copy of  
title plan

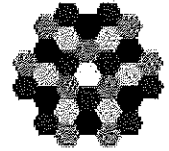
Title number **WM964966**  
Ordnance Survey map reference **SP1882NW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Midlands :**  
**Solihull**



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**Official copy  
of register of  
title**

Title number MM18862

Edition date 26.07.2013

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:10.
- 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 26 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, Coventry 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 MIDLANDS : SOLIHULL

- 1 (02.05.2013) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Multi Storey Car Park, Concorde Road, Birmingham Airport, Birmingham.
- 2 (02.05.2013) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 3 (02.05.2013) A Conveyance of other land dated 23 March 1938 made between (1) Birmingham Corporation (Corporation) and (2) The Warwickshire County Council contains the following provision:-  
  
"THE Corporation may erect place or attach upon in or to the said premises hereby conveyed and may thereafter maintain and use such apparatus (including electric signs) as they may consider necessary for the purpose of indicating any position or any obstruction or of signalling or supplying information to persons navigating aircraft to or from or in the neighbourhood of the aerodrome."
- 4 (02.05.2013) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 28 March 2013  
Term : From and including 28 March 2013 to and including 24 March 2032  
Parties : (1) BHX LP  
(2) Birmingham Airport Limited
- 5 (02.05.2013) 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 number MM18862

## Title absolute

- 1 (02.05.2013) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.

## C: Charges Register

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

- 1 (02.05.2013) A Conveyance of the Airport Hotel dated 7 February 1969 made between (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham and (2) Mitchells & Butlers Limited contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 23 March 1992 made between (1) Bass Holdings Limited and (2) Birmingham International Airport PLC the said covenants were expressed to be released in the following terms:-

"1. In pursuance of the said agreement and in consideration of the covenant by the Airport Company hereinafter contained Bass hereby releases the Airport Company and its successors in title from the Restriction so far as only as it relates to the storage by Forte (UK) Limited or intoxicating liquor on the Property for supply to aircraft and the sale and supply of such intoxicating liquor to aircraft operating companies solely for sale on aircraft

2. The Airport Company hereby covenants with Bass to pay their reasonable legal costs and disbursements including the Value Added Tax thereon in connection with the negotiation and completion of this Deed."

- 2 (02.05.2013) Agreement under hand dated 24 May 2001 made between (1) Birmingham International Airport Limited and (2) National Car Parks Limited relates to the development of the land edged and numbered 43 in blue on the filed plan.

*NOTE: Copy filed under WM642629.*

- 3 (26.07.2013) UNILATERAL NOTICE in respect of a Deed of rectification dated 23 July 2013 made between (1) BHX LP and (2) Birmingham Airport Limited.

*NOTE: Copy filed.*

- 4 (26.07.2013) BENEFICIARY: BHX LP (Scot. Co. Regn. No. SC012702) care of Eversheds LLP, 115 Colmore Row, Birmingham B3 3AL.

## Schedule of restrictive covenants

- 1 (02.05.2013) The following are details of the covenants contained in the Conveyance dated 7 February 1969 referred to in the Charges Register:-

"FOR the benefit and protection of the property hereby conveyed the Corporation hereby covenants with the Company that the Corporation will not at any time hereafter subject as mentioned below use or permit to be used the adjoining land forming the site of the Corporation's Airport belonging to them within the broken black line on Plan No.2 annexed hereto or any building erected or to be erected thereon which shall include any future addition to or extension of the Corporation's Airport without the previous consent in writing of the Company for the manufacture storage sale or supply of intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold supplied or consumed provided nevertheless that the terminal buildings at present standing on the said land shall be excluded from the said restriction to the intent that and so long as the Corporation or their Lessees or Tenants of the said terminal buildings purchase from the Company or its nominees at the Company's tied house prices from time to time in force for the whole of the beers wines spirits and other intoxicating liquors required and stocked at and sold and consumed at the said terminal buildings PROVIDED THAT this restriction shall remain in force only so long as the property hereby conveyed continues to be

Title number MM18862

## Schedule of restrictive covenants continued

used as a hotel and in any event it shall cease to have effect altogether on 29 September 2037."

NOTE: No copy of plan number 2 referred to has been produced.

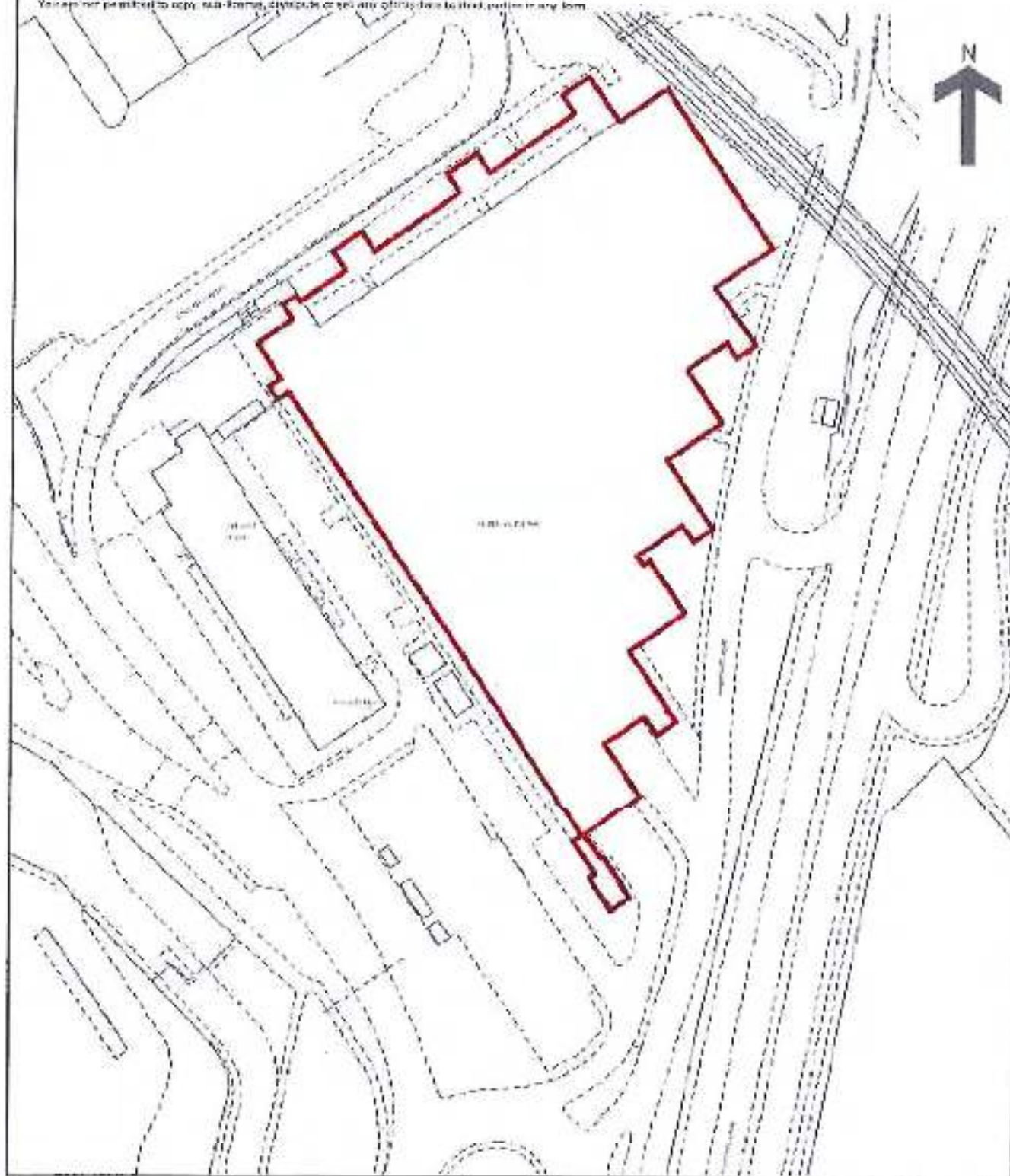
End of register

**HM Land Registry**  
Official copy of  
title plan

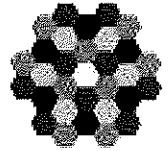
Title number **MM18862**  
Ordnance Survey map reference **SP1883NW**  
Scale **1:1250**  
Administrative area **West Midlands :**  
**Solihull**



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# Official copy of register of title

Title number MM33687

Edition date 02.04.2014

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- This title is dealt with by HM Land Registry, Coventry 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 MIDLANDS : SOLIHULL

- 1 (02.04.2014) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Air Traffic Control Tower, 2 Falcon Way, Birmingham Airport, Birmingham (B26 3RF).
- 2 (02.04.2014) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 24 March 2014  
Term : from and including 24 March 2014 to and including 18 April 2028  
Parties : (1) Birmingham Airport Developments Limited  
(2) Birmingham Airport Limited
- 3 (02.04.2014) The Lease prohibits or restricts alienation.
- 4 (02.04.2014) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.  
  
NOTE: The rights granted by the registered lease are in part granted over title number WM772517 first registered with possessory title on 24 June 2002 and land registered with good leasehold title under title numbers WM703195 and WM703246 and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of that title.
- 5 (02.04.2014) The registrar has not seen any consent to the grant of this sub-lease that the superior lease, out of which it was granted, may have required.
- 6 (02.04.2014) The landlord's title is registered.

Title number MM33687

## 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 (02.04.2014) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Birmingham House, Birmingham Airport, Birmingham B26 3QJ.

## C: Charges Register

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

- 1 (02.04.2014) A Conveyance of the Airport Hotel dated 7 February 1969 made between (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham and (2) Mitchells & Butlers Limited contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 23 March 1992 made between (1) Bass Holdings Limited and (2) Birmingham International Airport PLC the said covenants were expressed to be released in the following terms:-

"1. In pursuance of the said agreement and in consideration of the covenant by the Airport Company hereinafter contained Bass hereby releases the Airport Company and its successors in title from the Restriction so far as only as it relates to the storage by Forte (UK) Limited or intoxicating liquor on the Property for supply to aircraft and the sale and supply of such intoxicating liquor to aircraft operating companies solely for sale on aircraft

2. The Airport Company hereby covenants with Bass to pay their reasonable legal costs and disbursements including the Value Added Tax thereon in connection with the negotiation and completion of this Deed."

- 2 (02.04.2014) By a Deed dated 13 April 2005 made between (1) Mitchells & butlers Retail Limited and (2) Birmingham International Airport Limited the covenants contained in the Conveyance dated 7 February 1969 referred to above were expressed to be released.

*NOTE: Copy filed under WM203034.*

## Schedule of restrictive covenants

- 1 (02.04.2014) The following are details of the covenants contained in the Conveyance dated 7 February 1969 referred to in the Charges Register:-

"FOR the benefit and protection of the property hereby conveyed the Corporation hereby covenants with the Company that the Corporation will not at any time hereafter subject as mentioned below use or permit to be used the adjoining land forming the site of the Corporation's Airport belonging to them within the broken black line on Plan No.2 annexed hereto or any building erected or to be erected thereon which shall include any future addition to or extension of the Corporation's Airport without the previous consent in writing of the Company for the manufacture storage sale or supply of intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold supplied or consumed provided nevertheless that the terminal buildings at present standing on the said land shall be excluded from the said restriction to the intent that and so long as the Corporation or their Lessees or Tenants of the said terminal buildings purchase from the Company or its nominees at the Company's tied house prices from time to time in force for the whole of the beers wines spirits and other intoxicating liquors required and stocked at and sold and consumed at the said terminal buildings PROVIDED THAT this restriction shall remain in force only so long as the property hereby conveyed continues to be used as a hotel and in any event it shall cease to have effect altogether on 29 September 2037."

Title number MM33687

## Schedule of restrictive covenants continued

NOTE: No copy of plan number 2 referred to has been produced.

End of register

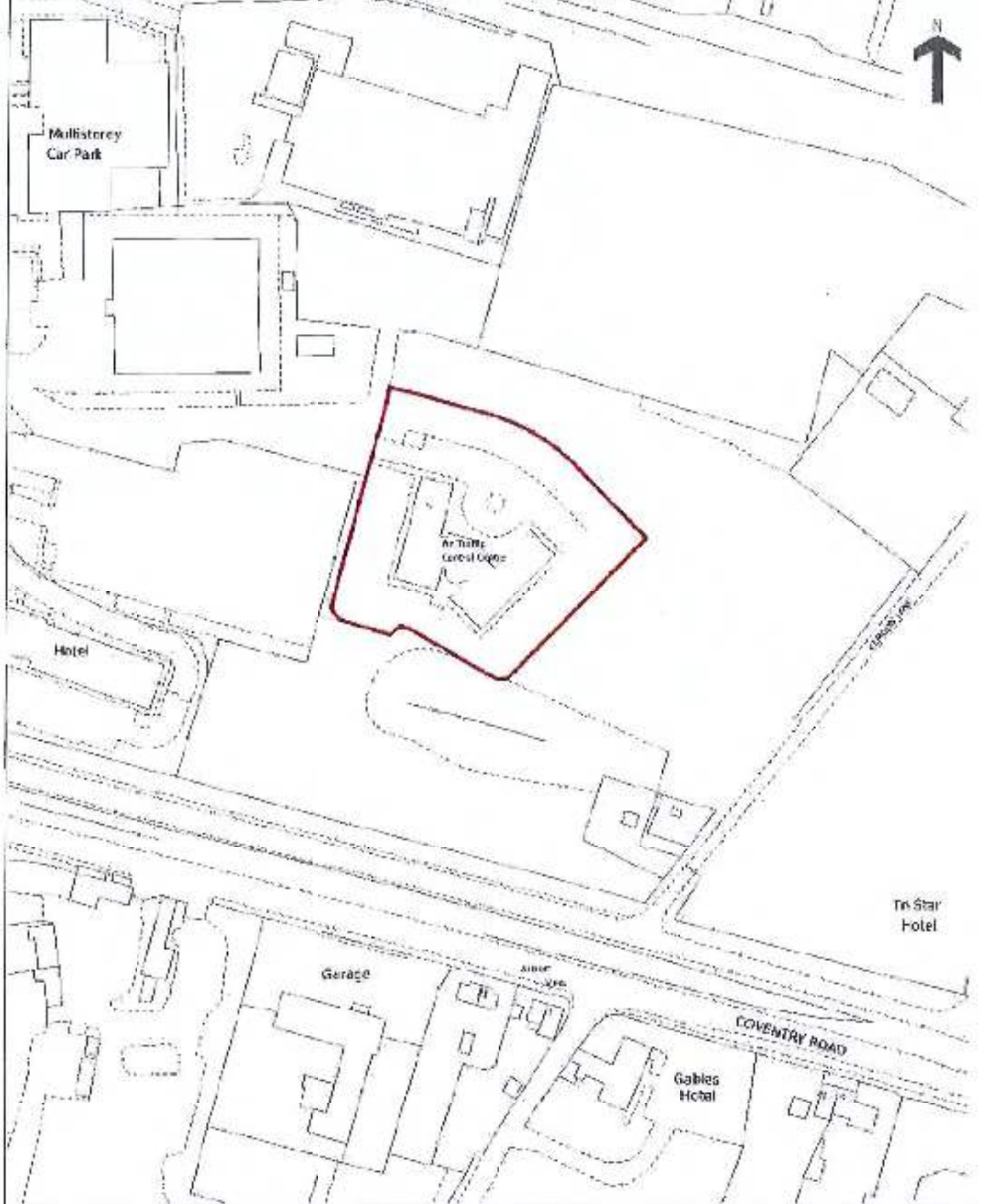


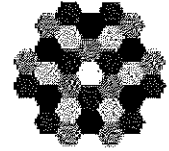
HM Land Registry  
Official copy of  
title plan

Title number **MM33687**  
Ordnance Survey map reference **9P17835W**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Midlands :**  
**Solihull**



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**Official copy  
of register of  
title**

Title number MM72387

Edition date 27.02.2017

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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 25 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, Coventry 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 MIDLANDS : SOLIHULL

1 (29.06.2016) 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 Land at Birmingham Airport, Birmingham.

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

2 (29.06.2016) A Conveyance of other land dated 23 March 1938 made between (1) Birmingham Corporation (Corporation) and (2) The Warwickshire County Council contains the following provision:-

"THE Corporation may erect place or attach upon in or to the said premises hereby conveyed and may thereafter maintain and use such apparatus (including electric signs) as they may consider necessary for the purpose of indicating any position or any obstruction or of signalling or supplying information to persons navigating aircraft to or from or in the neighbourhood of the aerodrome."

3 (29.06.2016) The Conveyance dated 19 September 1980 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the County shall not acquire any rights or easements over the adjoining or neighbouring land of the City which would restrict the free use of that land for building or any other purpose."

4 (29.06.2016) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 16 December 2015  
 Term : From 16 December 2015 and expiring on 5 March 2029  
 Parties : (1) Birmingham Airport Developments Limited  
 (2) Birmingham Airport Limited

NOTE 1: The lease comprises also other land.

NOTE 2: Copy Superior lease filed under MM72383.

Title number MM72387

## A: Property Register continued

- 5 (29.06.2016) The Lease prohibits or restricts alienation.
- 6 (29.06.2016) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The rights granted by the registered lease are in part granted over WM940476 first registered with possessory title on 9 October 2008 and WM941026 first registered with possessory title on 15 October 2008 and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of that title.

- 7 (29.06.2016) 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 (29.06.2016) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (29.06.2016) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in MM80239 and MM80241 was £36,378,957.

## C: Charges Register

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

- 1 (29.06.2016) A Conveyance of the Airport Hotel dated 7 February 1969 made between (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham and (2) Mitchells & Butlers Limited contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 23 March 1992 made between (1) Bass Holdings Limited and (2) Birmingham International Airport PLC the said covenants were expressed to be released in the following terms:-

"1. In pursuance of the said agreement and in consideration of the covenant by the Airport Company hereinafter contained Bass hereby releases the Airport Company and its successors in title from the Restriction so far as only as it relates to the storage by Forte (UK) Limited or intoxicating liquor on the Property for supply to aircraft and the sale and supply of such intoxicating liquor to aircraft operating companies solely for sale on aircraft

2. The Airport Company hereby covenants with Bass to pay their reasonable legal costs and disbursements including the Value Added Tax thereon in connection with the negotiation and completion of this Deed."

- 2 (29.06.2016) The land edged in blue on the title plan is subject to the following rights reserved by a Conveyance of the freehold estate therein and other land dated 19 September 1980 made between (1) The City of Birmingham District Council (City) and (2) The County Council of West Midlands (County):-

"EXCEPT AND RESERVED unto the City as set out in the Second Schedule hereto

THE SECOND SCHEDULE before referred to

There are excepted and reserved to the City out of the property hereby conveyed:-

## C: Charges Register continued

(a) the free and uninterrupted passage and running of water soil gas and electricity over through and along all sewers drains watercourses pipes wires and cables in on or under the said property to and from the adjoining or adjacent land and property of the City with the right for the City (subject to prior written notice at such times and subject to such conditions as may be specified by the County) to enter on the said land for the purpose of repairing cleansing and maintaining the said sewers drains watercourses pipes wires and cables subject to it making good all damage caused by such entry except in so far as such entry may be necessitated by the act or omission of the County or its servants Lessees or Agents

(b) all such rights of way water light drainage air or other easements or quasi-easements of any kind whatsoever in under or over the said property as are now used or enjoyed by the City its Lessees or Tenants in respect of the adjoining or adjacent land and property of the City

(c) the full right and liberty for the City and statutory undertakers (subject as provided in paragraph (a) above) to enter upon the said land for the purpose of constructing and maintaining pipes wires and cables subject to it making good damage caused by such entry except in so far as such entry may be necessitated by any act or omission of the County its lessees servants or agents

(d) the right for the City and its Lessees and occupiers of adjacent or adjoining land (subject as provided in paragraph (a) above) to enter upon the said land for the purpose of carrying out repairs renewals or maintenance or any adjacent or adjoining premises as may be necessary from time to time and to place thereon ladders and other apparatus and materials necessary for this purpose."

- 3 (29.06.2016) The parts of the land affected thereby is subject to the rights granted by a Deed of Grant dated 28 June 1983 made between (1) The County Council of West Midlands and (2) Severn Trent Water Authority. The said Deed also contains restrictive covenants

*NOTE: Copy filed under WM203034.*

- 4 (29.06.2016) The parts of the land affected thereby are subject to the rights granted by a Deed dated 7 October 1992 made between (1) Birmingham International Airport PLC and (2) Esso Petroleum Company Limited. The said Deed also contains restrictive covenants.

A Deed of Rectification dated 21 March 1994 made between (1) Birmingham International Airport PLC and (2) Esso Petroleum Company Limited relates to the rectification of the plan to the Deed dated 7 October 1992 referred to above.

*NOTE: Copy Deeds dated 7 October 1992 and 21 March 1994 filed under WM203034.*

- 5 (29.06.2016) By a Deed dated 23 January 2001 made between (1) Birmingham International Airport Limited and (2) Esso Petroleum Company, Limited the position of the pipeline contained in the Deed dated 21 March 1994 and the Deed of Rectification dated 7 October 1992 referred to above has been varied.

*NOTE: Copy filed under WM203034*

- 6 (29.06.2016) By a Deed dated 13 April 2005 made between (1) Mitchells & butlers Retail Limited and (2) Birmingham International Airport Limited the covenants contained in the Conveyance dated 7 February 1969 referred to above were expressed to be released.

*NOTE: Copy filed under WM203034.*

- 7 (29.06.2016) By a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited the original grants and the original covenants contained in the Deeds dated 7 October 1992 and 23 January 2001 referred to above were expressed to be varied.

*NOTE :-Copy filed under WM642629.*

Title number MM72387

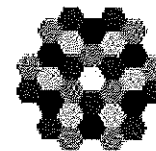
## Schedule of restrictive covenants

- 1 (29.06.2016) The following are details of the covenants contained in the Conveyance dated 7 February 1969 referred to in the Charges Register:-

"FOR the benefit and protection of the property hereby conveyed the Corporation hereby covenants with the Company that the Corporation will not at any time hereafter subject as mentioned below use or permit to be used the adjoining land forming the site of the Corporation's Airport belonging to them within the broken black line on Plan No.2 annexed hereto or any building erected or to be erected thereon which shall include any future addition to or extension of the Corporation's Airport without the previous consent in writing of the Company for the manufacture storage sale or supply of intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold supplied or consumed provided nevertheless that the terminal buildings at present standing on the said land shall be excluded from the said restriction to the intent that and so long as the Corporation or their Lessees or Tenants of the said terminal buildings purchase from the Company or its nominees at the Company's tied house prices from time to time in force for the whole of the beers wines spirits and other intoxicating liquors required and stocked at and sold and consumed at the said terminal buildings PROVIDED THAT this restriction shall remain in force only so long as the property hereby conveyed continues to be used as a hotel and in any event it shall cease to have effect altogether on 29 September 2037."

NOTE: No copy of plan number 2 referred to has been produced.

End of register



Official copy  
of register of  
title

Title number MM80239

Edition date 27.02.2017

- This official copy shows the entries on the register of title on 25 JUL 2024 at 16:59:43.
- 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 25 Jul 2024.
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- This title is dealt with by HM Land Registry, Coventry 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 MIDLANDS : SOLIHULL

- 1 (12.12.2016) 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 Land forming part of Birmingham Airport, Coventry Road, Bickenhill, Solihull.
- 2 (12.12.2016) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

NOTE: The rights granted by the registered lease are in part granted over title numbers WM941026 and WM940476 first registered with possessory title on 15 October 2008 and 9 October 2008 respectively and are consequently not binding on any right or interest adverse to or in derogation of the title of the first registered proprietor of those titles.

- 3 (12.12.2016) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 16 December 2015  
Term : From 16 December 2015 and expiring on 5 March 2029  
Parties : (1) Birmingham Airport Developments Limited  
(2) Birmingham Airport Limited

NOTE 1: The lease comprises also other land.

NOTE 2: Copy lease filed under MM72387

NOTE 3: Copy superior lease filed under MM72383

- 4 (12.12.2016) The Lease prohibits or restricts alienation.
- 5 (12.12.2016) The landlord's title is registered.

Title number MM80239

## 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 (12.12.2016) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 02078273) of Diamond House, Birmingham Airport, Birmingham B26 3QJ.
- 2 (12.12.2016) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and in MM72387 and MM80241 was £36,378,957.

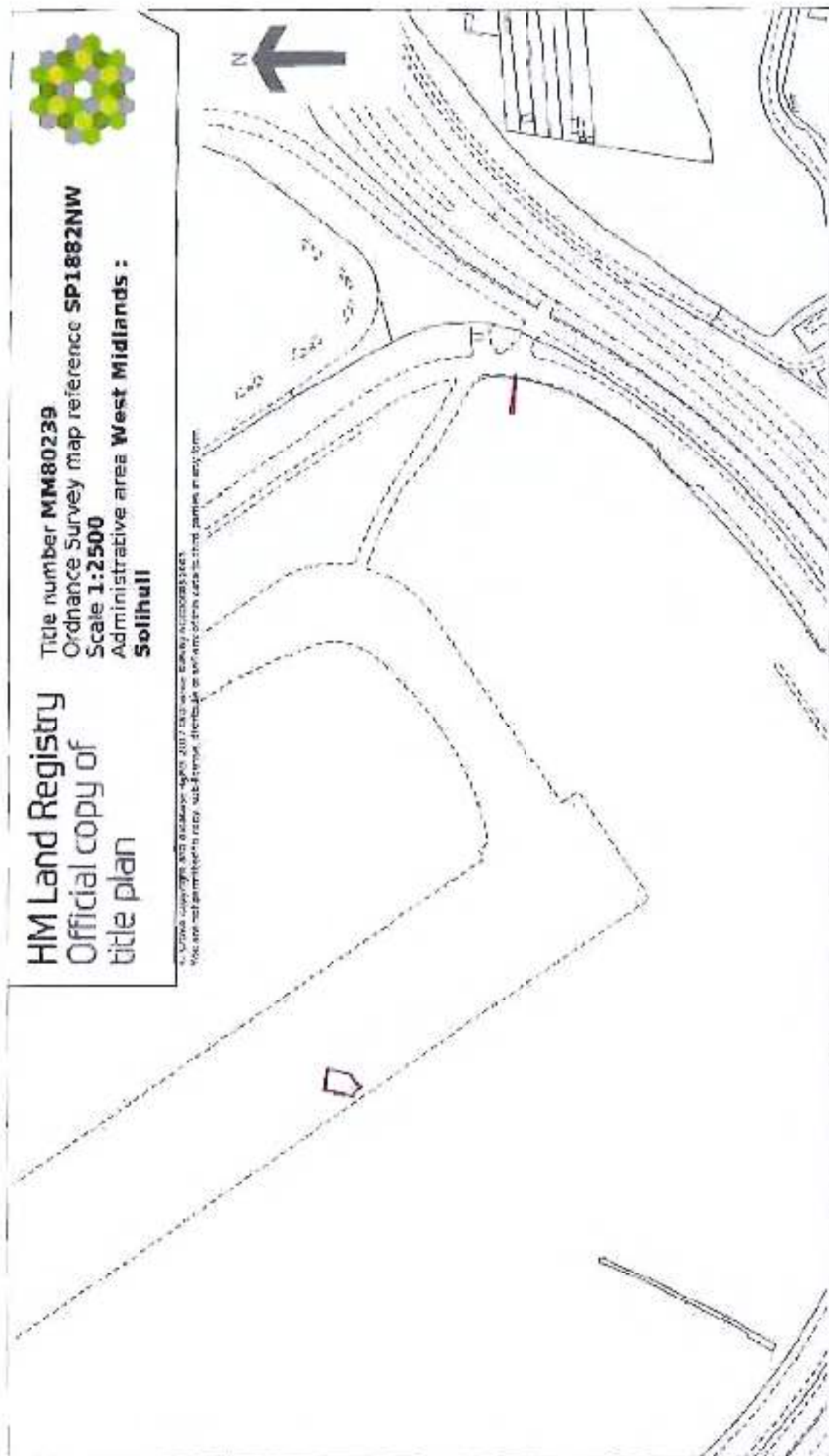
End of register

**HM Land Registry**  
**Official copy of**  
**title plan**

Title number **MM80239**  
Ordnance Survey map reference **SP1882NW**  
Scale **1:2500**  
Administrative area **West Midlands :**  
**Solihull**



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**Official copy  
of register of  
title**

Title number WM642629

Edition date 25.04.2022

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- Issued on 26 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, Coventry 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 MIDLANDS : SOLIHULL

- 1 (16.10.1996) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Birmingham International Airport, Airport Way, Elmdon, Birmingham (B26 3QR).
- 2 (16.10.1996) The mines and minerals together with ancillary powers of working are excepted from the land edged and numbered 1 and 2 in blue on the title plan with provision for compensation in the event of damage caused thereby.
- 3 (16.10.1996) The Conveyance dated 25 October 1932 referred to in the Charges Register contains the following provision:-  
  
"It is hereby declared that the Purchaser shall not become entitled to any right of light or air which would or might in any way affect the free and unrestricted user of the adjoining land of the Vendor for building or other purposes.  
  
It is also hereby declared that the Hedge or Fence on the north western boundary of the land hereby conveyed is the property of the vendor.
- 4 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 3 and 4 in blue on the title plan dated 16 May 1935 made between (1) William Henry Lowe (Vendor) and (2) Birmingham Corporation (Corporation) contains the following provision:-  
  
"It is hereby declared that the Corporation shall not by reason of this Conveyance become entitled to any right of light or air which would or might in any way prejudicially affect the free and unrestricted user of any adjoining or neighbouring property of the Vendor or his predecessor in title their heirs successors in estate and assigns for building or other purposes  
  
No rights of light or any other easements over the adjoining lands of the Vendor are hereby granted to the Corporation."
- 5 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 5 in blue on the title plan dated 10 October 1935 made between

## A: Property Register continued

(1) Raymond Ernest Nicholls and (2) Birmingham Corporation (Corporation) contains the following provision:-

"It is hereby agreed and declared that the Corporation shall not by reason of these presents become entitled to any right of light or air which would or might in any way affect the free and unrestricted user of the adjoining land for building or other purposes."

6 (16.10.1996) A Conveyance of other land dated 23 March 1938 made between (1) Birmingham Corporation (Corporation) and (2) The Warwickshire County Council contains the following provision:-

"THE Corporation may erect place or attach upon in or to the said premises hereby conveyed and may thereafter maintain and use such apparatus (including electric signs) as they may consider necessary for the purpose of indicating any position or any obstruction or of signalling or supplying information to persons navigating aircraft to or from or in the neighbourhood of the aerodrome."

7 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 2 in blue on the title plan and other land dated 15 September 1964 made between (1) Morris & Jacombs Limited (Vendors) and (2) Causeway Nominees Limited (Purchasers) contains the following provision:-

"IT IS HEREBY DECLARED that the Purchasers shall not be or become entitled to any right of light or air or other easement or right over the adjoining or neighbouring lands of the Vendors which would prejudicially affect the free and unrestricted user thereof respectively for building or any other purposes."

8 (16.10.1996) The Conveyance dated 19 September 1980 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the County shall not acquire any rights or easements over the adjoining or neighbouring land of the City which would restrict the free use of that land for building or any other purpose."

9 (16.10.1996) The land has the benefit of the following rights excepted and reserved by a Transfer of the freehold estate in the land edged and numbered 6 in blue on the title plan dated 12 August 1983 by West Midlands County Council (Council) to Frederick Hathaway (Purchaser):-

"Except and Reserved all such rights of way water light drainage air support and other easement or quasi easements as are presently enjoyed by the adjoining or neighbouring land of the Council."

10 (16.10.1996) The Conveyance dated 20 August 1993 referred to in the Charges Register contains the following provision:-

"It is hereby agreed and declared that the Purchaser shall not be or become entitled to any right of light or air or other right which would or might in any way prejudicially affect or interfere with the free use of the adjoining or adjacent land of the Vendor ("the Retained Land") by the Vendor or its successors in title for building or any other purposes."

11 (16.10.1996) The Conveyance dated 9 May 1994 referred to in the Charges Register contains a provision in identical terms to that contained in the Conveyance dated 20 August 1993 referred to above.

12 (16.10.1996) Short particulars of the lease(s) (or under-lease(s))

under which the land is held:

Date : 31 March 1995

Term : 150 years from 31 March 1995

Rent : As therein mentioned

Parties : (1) Birmingham City Council and Solihull Metropolitan Borough Council

(2) Birmingham International Airport PLC

NOTE: The lease comprises also other land

13 (16.10.1996) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by

## A: Property Register continued

reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

- 14 (21.01.1998) By a Deed dated 24 September 1997 made between (1) Birmingham City Council and Solihull Metropolitan Borough Council and (2) Birmingham International Airport Limited the terms of the registered lease were varied.  
*NOTE: Original filed.*
- 15 (10.01.2002) By a Deed dated 7 January 2002 made between (1) Birmingham City Council and The Metropolitan Borough of Solihull and (2) Birmingham International Airport Limited the terms of the registered lease were confirmed.  
*NOTE: Copy filed.*
- 16 (16.10.1996) The Lessor's title is registered as to the land in this title.
- 17 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.
- 18 (08.11.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a lease of Ground Floor Offices, Diamond House dated 28 October 2011 made between (1) Birmingham International Airport Limited and (2) West Midlands Police Authority for a term of 5 years from and including 15 November 2008.  
↳ *Note: Copy filed.*
- 19 (08.01.2014) The land has the benefit of the rights granted by a Deed dated 20 November 2013 made between (1) Peter Charles Steele Hayfield and Jean Margaret Hayfield and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under MM14145.*
- 20 (22.01.2014) The land has the benefit of the rights granted by a Deed dated 21 November 2013 made between (1) Stephen Edward Thompson and Linda Marie Thompson and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM668387.*
- 21 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 10 December 2013 made between (1) Joyce Jones and Annette Davis and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM511057.*
- 22 (12.02.2014) The land has the benefit of the rights granted by a Deed dated 20 December 2013 made between (1) Edyth Tydfil Freke and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM197555.*
- 23 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Kenneth George Dawson and Angela Cameron Dawson and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM317555.*
- 24 (13.02.2014) The land has the benefit of the rights granted by a Deed dated 19 December 2013 made between (1) Anthony John Keeler and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under MM14145.*
- 25 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 4 February 2014 made between (1) Charles Noel Mclean and others and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM462347.*

## A: Property Register continued

- 26 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 7 February 2014 made between (1) Leo Martin McGroarty and Cecilia McGroarty and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM11129.*
- 27 (18.02.2014) The land has the benefit of the rights granted by a Deed dated 10 February 2014 made between (1) Alan Bradbury and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM770193.*
- 28 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 11 February 2014 made between (1) Jeffrey Woodcock and Pauline Winifred Woodcock and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM263721.*
- 29 (19.02.2014) The land has the benefit of the rights granted by a Deed dated 13 February 2014 made between (1) Alma Geraldine Foster and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM276911.*
- 30 (26.02.2014) The land has the benefit of the rights granted by a Deed dated 21 February 2014 made between (1) Heath Cotterill and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM242095.*
- 31 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WK46604.*
- 32 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WK12475.*
- 33 (10.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.  
*NOTE: Copy filed under WM22864.*
- 34 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .  
*NOTE: Copy filed under WM328749.*
- 35 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .  
*NOTE: Copy filed under WM133176.*
- 36 (11.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .  
*NOTE: Copy filed under WM66988.*
- 37 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .  
*NOTE: Copy filed under WM72212.*
- 38 (12.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

## A: Property Register continued

*NOTE: Copy filed under WM573595.*

- 39 (13.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM712271.*

- 40 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM104411.*

- 41 (14.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited .

*NOTE: Copy filed under WM694363.*

- 42 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM60843.*

- 43 (17.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM437357.*

- 44 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM316692.*

- 45 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM261339.*

- 46 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 5 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM259548.*

- 47 (19.03.2014) The land has the benefit of the rights granted by a Deed dated 13 March 2014 made between (1) William Kenneth Frost and Marjorie Irene Frost and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM497466.*

- 48 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM194767.*

- 49 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) First Castle Developments Limited and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM289934.*

- 50 (28.03.2014) The land has the benefit of the rights granted by a Deed dated 21 March 2014 made between (1) John Isham and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM102572.*

## A: Property Register continued

51 (02.04.2014) The land has the benefit of the rights granted by a Deed dated 25 March 2014 made between (1) Stanley Taylor and Joyce Meriel Taylor and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM59630.*

52 (17.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Singh Sanghera and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM222850.*

53 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 11 April 2014 made between (1) Jugjit Sing Sanghera and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM86638.*

54 (30.04.2014) The land has the benefit of the rights granted by a Deed dated 15 April 2014 made between (1) Graham Frederick Simmons and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM895183.*

55 (20.05.2014) The land has the benefit of the rights granted by a Deed dated 13 May 2014 made between (1) Rugbir Singh Jutla and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM616177.*

56 (27.05.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Sean Adrian Mitchell and Katrina Jane Mitchell and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM494063.*

57 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stanley Taylor and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM606681.*

58 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) David John Burton and Camilla Jane Burton and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM456250.*

59 (03.06.2014) The land has the benefit of the rights granted by a Deed dated 23 May 2014 made between (1) Stephen Dodsworth and Laura Frances Dodsworth and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM304799.*

60 (12.06.2014) The land has the benefit of the rights granted by a Deed dated 5 June 2014 made between (1) Camilla Jane Burton and (2) Birmingham Airport Limited .

*NOTE: Copy filed under MM17916.*

61 (18.06.2014) The land has the benefit of the rights granted by a Deed dated 21 May 2014 made between (1) Jacqueline Melbourn and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK2817.*

62 (23.06.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Mark Alan Stevens and Michelle Elizabeth Stevens and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM557264.*

63 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) George Fentham Hampton In Arden Charity and (2) Birmingham Airport Limited.

## A: Property Register continued

*NOTE:-Copy filed under WM649782.*

- 64 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) Roger William Freeman and Maureen Ann Freeman and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM94164.*

- 65 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 13 June 2014 made between (1) Lawrence Hugo Boswell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under MM36022.*

- 66 (02.07.2014) The land has the benefit of the rights granted by a Deed dated 24 June 2014 made between (1) William Freeman & Sons Limited and (2) Birmingham Airport Limited.

NOTE 1: The consent of the proprietor of the charge dated 31 March 1982 of favour of Henry John West affecting title WM126592 was not produced on registration and the rights granted may be overridden in the event of the exercise of the power of sale.

*NOTE 2:-Copy filed under MM31708.*

- 67 (13.08.2014) The land has the benefit of the rights granted by a Deed dated 25 June 2014 made between (1) Ramon Ricardo Blower and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WM144306.*

- 68 (22.09.2014) The land has the benefit of the rights granted by a Deed dated 18 September 2014 made between (1) Doreen Edna Felton and others and (2) Birmingham Airport Limited.

*NOTE: Copy filed under MM36141.*

- 69 (13.10.2014) The land has the benefit of the rights granted by a Deed dated 6 October 2014 made between (1) Barbara Tocher and Thomas Tocher and (2) Birmingham Airport Limited.

*NOTE: Copy filed under WK8913.*

- 70 (26.03.2015) The land has the benefit of the rights granted by a Deed dated 23 March 2015 made between (1) Geoffrey Hugh Cattell and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WK8913*

- 71 (06.05.2016) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

- 72 (06.05.2016) The land has the benefit of the rights granted by a Deed dated 21 April 2016 made between (1) Steven Nevel Mills and Angela Josephine Mills and (2) Birmingham Airport Limited.

*NOTE:-Copy filed under WM496911.*

- 73 (24.11.2015) the Land has the benefit of any legal easements reserved by a Lease dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive for a term of 999 years from and including 3 November 2015.

*NOTE:- Copy filed under MM61736.*

- 74 (06.12.2021) The land has the benefit of any legal easements reserved by the Deed dated 23 July 2021 referred to in the Charges Register but is subject to any rights that are granted by the said deed and affect the registered land.

Title number WM642629

## 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 (16.10.1996) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Diamond House, Birmingham International Airport, Birmingham B26 3QJ.
- 2 (06.01.2012) The proprietor's address for service has been changed.
- 3 (24.11.2015) RESTRICTION: No disposition of the registered estate (other than a charge) 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 the applicant's Conveyancer that the provisions of clause 4.1.5 of a Deed of Easement dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive have been complied with or that they do not apply.

## C: Charges Register

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

- 1 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 7 in blue on the title plan dated 15 August 1931 made between (1) William Henry Lowe (Vendor) and (2) Harry Johnson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 5 in blue on the filed plan dated 25 October 1932 made between (1) Fred Clift Gillman (Vendor) and (2) Raymond Ernest Nicholls (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (16.10.1996) The land edged and numbered 8 in blue on the filed plan is subject to the following rights reserved by a Conveyance of the freehold estate thereof dated 4 May 1937 made between (1) William Henry Lowe and (2) Birmingham Corporation:-  
  
"Subject to the rights of adjoining owners thereover."
- 4 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 9 in blue on the title plan dated 15 May 1937 made between (1) Albert Taylor (Vendor) and (2) Birmingham Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 10 in blue on the title plan dated 8 June 1942 made between (1) Douglas Dyas James (Vendor) and (2) Scaffolding (Great Britain) Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 11 in blue on the title plan dated 5 November 1943 made between (1) Douglas Dyas James (Vendor) and (2) Scaffolding (Great Britain) Limited (Purchasers) contains covenants in identical terms to those contained in the Conveyance dated 8 June 1942 referred to above.
- 7 (16.10.1996) The land edged and numbered 11 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 5 November 1943 referred to above:-  
  
"EXCEPT and RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property now or formerly of the Vendor at all times hereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings now or hereafter to be erected thereon through the drains sewers watercourses and service pipes hereafter to be laid in upon or under the land hereby conveyed and the right to make connections with such drains sewers



## C: Charges Register continued

watercourses and service pipes or any of them and the right to enter upon the land hereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor making good any damage to the said land hereby conveyed in consequence thereof or to any buildings or erections now or hereafter to be erected thereon or on some part thereof."

8 (16.10.1996) A Conveyance of the freehold estate in the land edged and numbered 1, 2 and 12 in blue on the title plan and other land dated 17 November 1943 made between (1) Douglas Dyas James (Vendor) (2) Midland Bank Limited and (3) The Timbrell and Wright Machine Tool and Engineering Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

9 (16.10.1996) The land edged and numbered 1, 2 and 12 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 17 November 1943 referred to above:-

AND ALSO EXCEPT AND RESERVING unto the Vendor and other the owners or owner of the adjoining or neighbouring property then or formerly of the Vendor at all times thereafter the full and free right of running of water and soil from such adjoining or neighbouring land and any buildings then or thereafter to be erected thereon through the drains sewers watercourses and service pipes thereafter to be laid in upon or under the premises thereby conveyed and the right to make connections with such drains sewers watercourses and service pipes or any of them and the right to enter upon the premises thereby conveyed for all purposes of exercising the said rights of running of water and soil the Vendor or other the owners or owner aforesaid making good any damage to the premises thereby conveyed in consequence thereof or to any buildings or erections then or thereafter to be erected thereon or on some part thereof and paying a proportionate part of the expense of keeping such drains sewers watercourses and service pipes in repair.

10 (16.10.1996) 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.

11 (16.10.1996) The Lease dated 18 November 1952 referred to in the schedule of leases hereto grants rights in respect of electric lines in and over the land edged and numbered 13 and 14 in blue on the title plan and other land and rights of way

NOTE: Copy Lease filed under WM203034.

12 (16.10.1996) The land edged and numbered 13 in blue on the filed plan is subject for a term of 50 years from 24 June 1968 to rights in respect of electric lines and and over the said land edged and numbered 13 in blue on the filed plan as granted by a Lease dated 28 May 1968 of an electricity sub-station lying to the East of the land in this title made between (1) Birmingham Corporation and (2) The Midlands Electricity Board

NOTE 1: Copy Lease filed under WM975271.

13 (16.10.1996) A Conveyance of the Airport Hotel dated 7 February 1969 made between (1) The Lord Mayor Aldermen and Citizens of the City of Birmingham and (2) Mitchells & Butlers Limited contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.

By a Deed dated 23 March 1992 made between (1) Bass Holdings Limited and (2) Birmingham International Airport PLC the said covenants were expressed to be released in the following terms:-

"1. In pursuance of the said agreement and in consideration of the covenant by the Airport Company hereinafter contained Bass hereby releases the Airport Company and its successors in title from the Restriction so far as only as it relates to the storage by Forte (UK) Limited or intoxicating liquor on the Property for supply to aircraft and the sale and supply of such intoxicating liquor to aircraft operating companies solely for sale on aircraft

2. The Airport Company hereby covenants with Bass to pay their

## C: Charges Register continued

reasonable legal costs and disbursements including the Value Added Tax thereon in connection with the negotiation and completion of this Deed."

- 14 (16.10.1996) The parts of the land affected thereby are subject to the following rights reserved by a Transfer of the land edged and numbered 16 in blue on the title plan and other land dated 20 September 1973 made between (1) Henny Gestetner and (2) Birmingham Corporation:-

"EXCEPT AND RESERVED unto the Transferor (which expression shall include her successors in title and assigns) the right of access with or without vehicles from any part of the property comprised at the date hereof in Title No WK2163 (which property is hereinafter called "the retained land") and abutting upon the land hereby transferred to and from any roads now or at any time constructed on the land hereby transferred at such places along the whole frontage of such roads as abuts the retained land as will enable the Transferor to carry out any development whatsoever for which the Transferor shall obtain planning permission on the retained land."

- 15 (16.10.1996) The parts of the land affected thereby are subject to the following rights reserved by a Transfer of the land edged and numbered 16 in blue on the title plan and other land dated 20 September 1973 made between (1) Henny Gestetner and (2) Birmingham Corporation:-

"EXCEPT AND RESERVED unto the Transferor (which expression shall include her successors in title and assigns) the right of access with or without vehicles from any part of the property comprised at the date hereof in Title No WK2163 (which property is hereinafter called "the retained land") and abutting upon the land hereby transferred to and from any roads now or at any time constructed on the land hereby transferred at such places along the whole frontage of such roads as abuts the retained land as will enable the Transferor to carry out any development whatsoever for which the Transferor shall obtain planning permission on the retained land."

- 16 (16.10.1996) The land edged and numbered 3, 5, 8, 9, 15, 17, 18, 19, 20, 65 and 66 in blue on the title plan is subject to the following rights reserved by a Conveyance of the freehold estate thereof dated 19 September 1980 made between (1) The City of Birmingham District Council (City) and (2) The County Council of West Midlands (County):-

"EXCEPT AND RESERVED unto the City as set out in the Second Schedule hereto

THE SECOND SCHEDULE before referred to

There are excepted and reserved to the City out of the property hereby conveyed:-

(a) the free and uninterrupted passage and running of water soil gas and electricity over through and along all sewers drains watercourses pipes wires and cables in on or under the said property to and from the adjoining or adjacent land and property of the City with the right for the City (subject to prior written notice at such times and subject to such conditions as may be specified by the County) to enter on the said land for the purpose of repairing cleansing and maintaining the said sewers drains watercourses pipes wires and cables subject to it making good all damage caused by such entry except in so far as such entry may be necessitated by the act or omission of the County or its servants Lessees or Agents

(b) all such rights of way water light drainage air or other easements or quasi-easements of any kind whatsoever in under or over the said property as are now used or enjoyed by the City its Lessees or Tenants in respect of the adjoining or adjacent land and property of the City

(c) the full right and liberty for the City and statutory undertakers (subject as provided in paragraph (a) above) to enter upon the said land for the purpose of constructing and maintaining pipes wires and cables subject to it making good damage caused by such entry except in so far as such entry may be necessitated by any act or omission of the County its lessees servants or agents

(d) the right for the City and its Lessees and occupiers of adjacent

## C: Charges Register continued

or adjoining land (subject as provided in paragraph (a) above) to enter upon the said land for the purpose of carrying out repairs renewals or maintenance or any adjacent or adjoining premises as may be necessary from time to time and to place thereon ladders and other apparatus and materials necessary for this purpose."

- 17 (16.10.1996) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 3 March 1983 made between (1) The County Council of West Midlands (Council) and (2) The Midlands Electricity Board (Board):-

"Full and right and liberty for the Board and its successors in title the owners and occupiers for the time being of the land in the County of West Midlands known as electricity substation site at the rear of 76A Elmdon Lane aforesaid and delineated on the plan numbered D28858/1 annexed hereto ALL THAT full and free right and liberty for the Board their servants workmen and others authorised by them in common with all other persons having the like right at all reasonable times during the day (except in emergencies) to pass and repass at all times and for all purposes and in particular to convey plant machinery and other apparatus and materials over and along the adjoining land of the Council being the piece of land or way shown on the said Plan and thereon coloured blue TOGETHER ALSO with full and free right and liberty for the Board their servants workmen and others authorised by them to lay and thereafter from time to time repair inspect and maintain re-lay and remove electric lines for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (the right hereby granted to include the right to lay additional apparatus to that originally laid in contradistinction from and in addition to the right already given to replace apparatus) under the said land coloured blue and for any of the purposes aforesaid to enter upon such piece of land and to break up and excavate so much thereof as may from time to time be necessary and remove and dispose of any surplus earth PROVIDED that in so doing the Board shall cause as little damage as may be to such piece of land (and such estate and service roads and footpaths) and shall in all respects make good and restore the surface thereof.

NOTE: The land coloured blue referred to is edged and numbered 23 in blue on the title plan.

- 18 (16.10.1996) The parts of the land affected thereby is subject to the rights granted by a Deed of Grant dated 28 June 1983 made between (1) The County Council of West Midlands and (2) Severn Trent Water Authority. The said Deed also contains restrictive covenants

NOTE: Copy filed under WM203034.

- 19 (16.10.1996) The Lease dated 4 May 1989 referred to in the Schedule of leases contains a provision to grant a lease of the land tinted pink on the title plan in the event as therein mentioned.

- 20 (16.10.1996) Option to lease the land edged and numbered 22 in blue on the filed plan contained in the Lease dated 1 August 1989 referred to in the schedule of lease on the terms therein mentioned.

- 21 (16.10.1996) The parts of the land affected thereby are subject to the rights granted by a Deed dated 7 October 1992 made between (1) Birmingham International Airport PLC and (2) Esso Petroleum Company Limited. The said Deed also contains restrictive covenants.

A Deed of Rectification dated 21 March 1994 made between (1) Birmingham International Airport PLC and (2) Esso Petroleum Company Limited relates to the rectification of the plan to the Deed dated 7 October 1992 referred to above.

NOTE: Copy Deeds dated 7 October 1992 and 21 March 1994 filed under WM203034.

- 22 (16.10.1996) A Conveyance of the land edged and numbered 1 in blue on the title plan dated 20 August 1993 made between (1) Cliffcade Limited (Vendor) and (2) Birmingham International Airport PLC (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

## C: Charges Register continued

23 (16.10.1996) The land edged and numbered 1 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 20 August 1993 referred to above:-

"Except and reserved (for the benefit of the Retained Land) full and free light and liberty:-

(i) of free and uninterrupted passage and running of water soil gas and electricity in through under upon and along the existing sewers drains and services (if any) benefiting the Retained Land and the Sewers and Conduits now running or hereafter to run in under or upon and along the Property and to connect to such sewers drains and services at a point to be determined (reasonably) by the Purchaser and for that purpose to enter on the Property subject to the Purchaser's prior written approval (such approval not to be unreasonably withheld)

(ii) at the Vendor's own expense to make subject to the Purchaser's prior written approval (such approval not to be unreasonably withheld) such variations to the Sewers and to the Conduits to facilitate the development of the Retained Land PROVIDED THAT the prior written consent to such variations shall have been obtained from the Local Highway Authority and the Local Planning Authority

(iii) the right of support from the Property for all buildings to be constructed on the Retained Land during the period of 21 years commencing on the date of this deed."

The following definitions were included:-

"the Sewers" means a foul water sewer system and a surface water drainage system (which includes an existing foul or surface water sewers or drains) of sufficient capacity to drain roads and buildings constructed or intended to be constructed on the Land and on any adjoining or neighbouring land of the Purchaser and on the Retained Land constructed or to be constructed to a standard suitable to serve them with connections either directly or indirectly into public outfall

"Conduits" means and includes all pipes wires cables and any other apparatus or installations used for the passage of water gas electricity telecommunications telephone services and any other services appropriate which have been or are to be constructed within the Land and any adjoining or neighbouring land of the Purchaser to which services shall connect within 21 years of the date of this Conveyance."

24 (16.10.1996) A Conveyance of the land edged and numbered 2 in blue on the title plan dated 9 May 1994 made between (1) Cliffcade Limited and (2) Birmingham International Airport PLC contains restrictive covenants and exceptions and reservations in identical terms to those contained in the Conveyance dated 20 August 1993 referred to above.

25 (26.02.2001) Agreement under hand dated 24 May 2001 made between (1) Birmingham International Airport Limited and (2) National Car Parks Limited relates to the development of the land edged and numbered 43 in blue on the title plan.

*NOTE: Copy filed.*

26 (17.08.2004) The Lease dated 22 June 2004 made between (1) Birmingham International Airport Limited and (2) National Car Parks Limited referred to in the Schedule of leases hereto contains an option to take a lease of alternative premises on the terms therein mentioned.

27 (21.01.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

*NOTE: The heading to the schedule should be read as if it said Schedule of notices of leasehold easements.*

28 (20.04.2005) By a Deed dated 13 April 2005 made between (1) Mitchells & butlers Retail Limited and (2) Birmingham International Airport Limited the covenants contained in the Conveyance dated 7 February 1969 referred to above were expressed to be released.

## C: Charges Register continued

*NOTE: Copy filed under WM203034*

- 29 (30.01.2006) The land is subject, during the terms created by the leases of easements specified in the schedule of leases of easements hereto, to the rights granted by the said leases.
- 30 (04.08.2006) UNILATERAL NOTICE affecting part of the land edged and numbered 34 in blue and land adjoining to the north and north west thereof in respect of an Agreement for the Development and Lease dated 11 July 2006 made between (1) Birmingham International Airport Limited and (2) Accor UK Economy Hotels Limited (3) Accor SA.
- 31 (04.08.2006) BENEFICIARY: Accor U.K Economy Hotels Limited (Co. Regn. No.01244907) of 1 Shortlands, Hammersmith, London W6 8DR.
- 32 (16.10.1996) An Agreement dated 18 September 1941 made between (1) Douglas Dyas James and (2) The Lord Mayor Aldermen and Citizens of The City of Birmingham relates to an electric cable and pole.

*NOTE: No copy of the deed referred to is held by Land Registry.*

- 33 (19.02.2010) By a Deed dated 23 January 2001 made between (1) Birmingham International Airport Limited and (2) Esso Petroleum Company, Limited the position of the pipeline contained in the Deed dated 21 March 1994 and the Deed of Rectification dated 7 October 1992 referred to above has been varied.

*NOTE: Copy filed under WM203034*

- 34 (22.03.2011) The lease of the land edged and numbered 50 in blue on the title plan dated 17 March 2011 made between (1) Birmingham International Airport Limited and (2) Central Networks West PLC referred to in the schedule of leases hereto contains restrictive covenants by the landlord.
- 35 (22.03.2011) The parts of the land affected thereby are subject to the rights granted by a Lease of the land edged and numbered 50 in blue on the title plan dated 17 March 2011 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under WM983255 .*

- 36 (20.06.2011) The land is subject to the rights granted by a Deed dated 3 June 2011 made between (1) Birmingham International Airport Limited (2) National Grid Gas Plc and (3) J Murphy & Son Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 37 (23.11.2011) The land is subject to the rights granted by a deed of easement dated 21 November 2011 made between (1) Birmingham International Airport Limited (2) National Grid Gas Plc and (3) Complete Energy Solutions Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 38 (03.10.2012) UNILATERAL NOTICE affecting the land edged and numbered 50 in blue on the title plan in respect of a lease dated 14 September 2012 for a term of 5 years from 14 September 2012.
- 39 (03.10.2012) BENEFICIARY: Federal Express Europe Inc. of Sutherland House, Matlock Road, Coventry CV1 4JQ.
- 40 (30.01.2013) The land is subject to the easements granted by a lease dated 8 August 2012 of a car valeting facility, Birmingham Airport for a term from and including 8 August 2012 to and including 16 October 2014.

*NOTE: Copy filed.*

- 41 (15.03.2013) The land is subject to the easements granted by a lease

## C: Charges Register continued

dated 16 March 2012 of Rooms 3 and 4 Ground Floor, Merlin Building for a term of 6 years from and including 10 August 2009.

*NOTE: Copy filed.*

- 42 (15.03.2013) The land is subject to the easements granted by a lease dated 14 May 2012 of Office DH221, Second floor, Diamond House for a term of 6 years from 16 April 2012.

*NOTE: Copy filed.*

- 43 (11.06.2013) Elmdon Lane is subject to the rights granted by a Deed dated 30 May 2013 made between (1) Birmingham Airport Limited (Grantor) and (2) National Grid Gas Plc (Grantee).

The said Deed also contains restrictive covenants by the grantor.

*NOTE 1:-Copy Deed filed.*

*NOTE 2:* A letter dated 10 June 2013 refers to the presumption that the subsoil of Elmdon Lane is included in the land in this title.

*NOTE 3: Copy letter filed.*

- 44 (27.09.2013) The land is subject to the easements granted by a lease dated 29 August 2013 of vehicle valeting facility at Birmingham Airport, Solihull, West Midlands for a term from and including 29 August 2013 to and including 31 August 2018.

*NOTE: Copy filed.*

- 45 (11.11.2013) The land is subject to the easements granted by a lease dated 31 October 2013 of Room 149 South Baggage Make-Up Area, Apron Level, Terminal Building, Birmingham Airport, Solihull, West Midlands for a term of 6 years from and including 27 May 2012.

*NOTE: Copy filed.*

- 46 (12.05.2014) The land is subject to the easements granted by a lease dated 30 April 2014 of Room 2, Ground floor, Gemini Building for 6 years from and including 30 April 2014.

*NOTE: Copy filed.*

- 47 (12.06.2014) The land for a term of 20 years from 2 June 2009 is subject to the rights granted by a Deed dated 22 April 2014 made between (1) Birmingham International Airport Limited and (2) Shell UK Limited and Esso Petroleum Company Limited.

*NOTE: Copy filed under MM36762.*

- 48 (18.06.2014) The land is subject to the easements granted by a lease dated 9 June 2014 of Rooms MTG81-83, Ground Floor Terminal Building (North) for 6 years from and including 1 May 2011.

*NOTE: Copy filed.*

- 49 (18.06.2014) UNILATERAL NOTICE in respect of being a Tenant in a Lease dated 9 June made between (1) Birmingham Airport Limited and (2) The Secretary of State for Communities and Local Government care of Mapeley Steps Limited, Thistle House, 4 Burnaby Street, Hamilton, Bermuda HM11.

*NOTE: Copy filed.*

- 50 (18.06.2014) BENEFICIARY: The Secretary of State for Communities and Local Government care of Mapeley Steps Limited, Thistle House, 4 Burnaby Street, Hamilton, Bermuda HM11.

- 51 (18.09.2015) By a Deed dated 28 July 2015 made between (1) Birmingham Airport Limited and (2) Esso Petroleum Company Limited the original grants and the original covenants contained in the Deed dated 7 October 1992, 21 March 1994 and 23 January 2001 referred to above were expressed to be varied.

*NOTE :-Copy filed.*

## C: Charges Register continued

- 52 (24.11.2015) The land is subject to any rights that are granted by a Deed dated 3 November 2015 made between (1) Birmingham Airport Limited and (2) West Midlands Passenger Transport Executive and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under MM61736.*

- 53 (22.12.2015) The land is subject to any rights that are granted by a Deed dated 21 December 2015 made between (1) Birmingham Airport Limited and (2) National Grid Gas Plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under WK2163.*

- 54 (09.02.2016) By a Transfer dated 24 December 2015 made between (1) Accor UK Business & Leisure Hotels Limited (2) Birmingham Airportv Limited and (3) Land Securities (Hotels) Limited part of the land demised by the lease of the land edged and numbered 34 in blue on the title plan dated 9 December 1988 referred to in the schedule of leases hereto was surrendered and the said lease has determined as to the part transferred.

*NOTE: Copy filed under MM65461.*

- 55 (09.02.2016) By a Deed of Variation dated 24 December 2015 made between (1) Birmingham Airport Limited (2) Accor UK Business & Leisure Hotels Limited and (3) Land Securities (Hotels) Limited the terms of the lease of the land edged and numbered 34 In blue on the title plan dated 9 December 1988 referred to in the schedule of leases hereto were varied.

*NOTE:-Copy Deed filed under WM454615.*

- 56 (09.02.2016) By a Deed of Variation and Release dated 24 December 2015 made between (1) Birmingham Airport Limited (2) Accor UK Business & Leisure Hotels Limited and (3) Land Securities (Hotels) Limited the terms of the lease of the land edged and numbered 34 in blue on the title plan dated 9 December 1988 referred to in the schedule of leases hereto were varied.

*NOTE:-Copy Deed filed under WM454615.*

- 57 (09.02.2016) By a Deed dated 24 December 2015 made between (1) Birmingham Airport Limited (2) Accor UK Economy Hotels Limited and Accor UK Business & Leisure Hotels Limited and (3) Accor SA the terms of the Agreement dated 11 July 2006 referred above were varied.

*NOTE:-Copy Deed filed under WM454615.*

- 58 (29.06.2016) By a Deed dated 18 December 2015 made between (1) Birmingham Airport Limited and (2) Birmingham Airport Developments Limited the terms of the lease dated 19 June 2013 of the site of a runway extension at Birmingham Airport referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under MM72383.*

- 59 (12.08.2016) The land is subject to the easements granted by a lease of rooms MTS37-40, Second Floor, Terminal Building (North), Birmingham Airport dated 17 June 2016 made between (1) Birmingham Airport Limited and (2) Thomson Airways Limited for a term of beginning on and including 15 May 2015 and ending on and including 14 May 2021.

*NOTE: Copy filed.*

- 60 (14.11.2016) UNILATERAL NOTICE affecting the land edged and numbered 42 in blue in respect of a lease of the Ground Floor Offices, Diamond House, Birmingham Airport for a term of 6 years.

*NOTE: Copy filed.*

- 61 (14.11.2016) BENEFICIARY: Police and Crime Commissioner for West Midlands of Lloyd House, Colmore Row, Queensway, Birmingham B4 6NQ.

## C: Charges Register continued

62 (05.04.2017) UNILATERAL NOTICE affecting office suite NTS88, 89 & 90 Second Floor, Terminal Building (North), Birmingham Airport in respect of a lease dated 4 November 2016 made between (1) Birmingham Airport Limited and (2) Qatar Airways Q.C.S.C fro a term of 6 years.

*NOTE: Copy filed.*

63 (05.04.2017) BENEFICIARY: Qatar Airways Q.C.S.C (incorporated in Qatar Co. Regn. No. FC018591) of 1 Cluny Mews, London SW5 9EG and care of Glovers Solicitors LLP, 6 York Street, London W1U 6QD.

64 (23.05.2017) The land is subject to the easements granted by a lease of Ground Floor Offices, Rear Warehouse and Forecourt, Argosy Building, Birmingham Airport dated 11 October 2016 made between (1) Birmingham Airport Limited and (2) Dnata Limited for a term of 6 years beginning on and including 11 October 2016 and ending on and including 10 October 2022.

*NOTE: Copy filed.*

65 (09.06.2017) By a Deed dated 30 May 2017 made between (1) Birmingham Airport Limited (2) Marshall Of Cambridge Aerospace Limited (3) XLR Executive Jet centres Limited and (4) Regional And City Airports Holdings Limited the terms of the lease dated 9 January 2015 of Hangar and FBO offices referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under WM642629.*

66 (09.06.2017) By a Deed dated 30 May 2017 made between (1) Birmingham Airport Limited (2) Marshall Of Cambridge Aerospace Limited (3) XLR Executive Jet Centres limited and (4) Regional And City Airports Holdings Limited the terms of the lease dated 9 January 2015 of Apron Site referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under WM642629.*

67 (30.01.2018) The land is subject to the easements granted by a lease of EFT 12, Terminal Building South dated 24 January 2018 made between (1) Birmingham Airport Limited (Lessor) and (2) ISS Facility Services Limited (Lessee) for a term of 6 years beginning on and including 28 August 2017.

*NOTE: Copy filed.*

68 (01.02.2018) By a Deed dated 21 December 2017 made between (1) Birmingham Airport Limited (2) XLR Executive Jet Centres Limited and (3) Regional And City Airports Holdings Limited the terms of the lease dated 9 January 2015 of Hangar and FBO Offices referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed.*

69 (16.04.2019) The land is subject to the easements granted by a lease of Room 3, First Floor, Comet Building dated 1 April 2019 made between (1) Birmingham Airport Limited and (2) Swissport GB Limited for a term of years beginning on and including 1 April 2019 and ending on and including 31 March 2025.

*NOTE: Copy filed.*

70 (15.08.2019) A Lease dated 16 July 2019 affecting the land edged and numbered 65 in blue on the title plan for a term of years beginning on and including 16 July 2019 and ending on and including 31 March 2024.

*NOTE:-Copy filed.*

71 (23.08.2021) The parts of the land affected thereby are subject to the rights granted by a Lease of Rooms ETG40, 40/1, 41, 43, 45 and 151, Apron Level, Terminal South dated 6 August 2021 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed.*

72 (06.12.2021) A Deed dated 23 July 2021 made between (1) Birmingham



## C: Charges Register continued

Airport Limited and (2) Jarrod Leigh Parkin and Matthew Dunnakey contains restrictive covenants by the Grantor.

*NOTE: Copy filed under WM266242.*

### Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 15 August 1931 referred to in the Charges Register:-

"The Purchaser for himself and his successors in title and so as to bind the land hereby conveyed into whosoever hands the same may come and for the benefit of the whole of the Vendors estate known as The Newlands Farm and the land conveyed to him by the said Conveyance of the third day of October One thousand nine hundred and twenty seven hereby covenants with the Vendor as follows:-

(i) That no trade business or profession shall be carried on on the said piece of land or upon any building erected thereon or on any part thereof but that the same shall be used and kept solely as a private dwellinghouse

(ii) That not more than one dwellinghouse with suitable outbuildings thereto shall be erected upon the said piece of land to a building line fifteen yards from Coventry Road aforesaid and that there shall be spent upon such buildings the sum of Seven hundred and fifty pounds at least in prime cost of materials and labour only the plans for which dwellinghouse shall be approved by the Vendor

(iii) That the Purchaser will forthwith fence the land hereby conveyed from other land of the Vendor with a substantial fence at least four feet high to be approved by the Vendor and will keep and maintain such fence in good and substantial repair

Provided always that the Purchaser or other the owners for the time being of the premises hereby conveyed shall as regards any of the aforesaid covenant which are restrictive of the user of the land be liable only in respect of breaches which occur while he or they shall respectively be owner or owners of the land or of the part thereof in respect of which any breach occurs And it is hereby declared that the before mentioned covenants on the part of the Purchaser are for the protection and benefit of the Vendor and his personal representatives only and do not form part of a building scheme."

- 2 The following are details of the covenants contained in the Conveyance dated 25 October 1932 referred to in the Charges Register:-

"The Purchaser hereby covenants with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter observe and perform the following covenants and conditions in respect of the land hereby conveyed namely:-

That private dwellinghouses only with or without Garages and other outbuildings for use in connection therewith shall be erected on the land hereby conveyed such buildings to be in accordance with plans and specifications to be first submitted to and approved by the Vendor or his Surveyor and each such dwellinghouse to cost in materials and labour alone the sum of Four hundred and Fifty pounds at least."

- 3 The following are details of the covenants contained in the Conveyance dated 15 May 1937 referred to in the Charges Register:-

"The Corporation hereby covenant with the Vendor with the object and intent of affording to the Vendor a full and sufficient indemnity but not further or otherwise that the Corporation will.... not erect on the said land any building of a permanent nature unless built with brick and slated or tiled."

- 4 The following are details of the covenants contained in the Conveyance dated 8 June 1942 referred to in the Charges Register:-

"THE Purchasers hereby covenant with the Vendor that the Purchasers and

## Schedule of restrictive covenants continued

their successors in title will at all times hereafter observe and perform the restrictions and stipulations contained in the First Schedule hereto Provided that the Purchasers or their successors in title shall not be liable under this covenant after they have parted with all interest in the property hereby conveyed

THE FIRST SCHEDULE above referred to  
Restrictions and Stipulations....

(b) Not to use or permit to be used the said land or any building to be erected thereon for any trade or business of a noisy noxious or offensive character and in particular no part of the said land nor any building to be erected thereon shall be used as an hotel public house inn or tavern or otherwise for the manufacture sale consumption or supply of beer wines spirits or other intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold used or supplied

(c) The plans of any building to be erected on the said land shall first be submitted to and approved by the Vendor."

5 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

THE SECOND SCHEDULE thereinbefore referred to  
COVENANTS BY THE PURCHASERS

(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

6 The following are details of the covenants contained in the Conveyance dated 17 November 1943 referred to in the Charges Register:-

COVENANT by Purchasers for the benefit of the estate belonging to the Vendor site at Bickenhill aforesaid or the part or parts thereof for the time being remaining unsold and so that such covenants should run with the land thereby conveyed and be binding upon all persons into whosoever hands the same might come that the Purchaser and the persons deriving title under them would thenceforth at all times thereafter observe and perform all and singular the restrictions and stipulations contained in the Second Schedule thereto

## Schedule of restrictive covenants continued

### THE SECOND SCHEDULE thereinbefore referred to COVENANTS BY THE PURCHASERS

(1) THAT the Purchasers and the persons deriving title under them would not at any time erect or cause or suffer to be erected upon the premises thereby conveyed any messuages or buildings in the nature of retail shops nor allow any building to be erected on the premises thereby conveyed at any time thereafter to be used as a retail shop of as a place of access to the public for the purposes of the sale and purchase of goods but nothing therein contained should be deemed to prevent the Purchasers and the persons deriving title under them from using the said premises for manufacturing or industrial purposes or from using the said premises or any part thereof for the exhibition display and sale of machinery, machine tools and accessories

(2) THAT the Purchasers will not at any time carry on upon the said premises or upon any buildings erected thereon any trade manufacture or business which should be a nuisance or disturbance to the Vendor or the persons deriving title under him or other the estate owners or owner for the time being of the adjoining property then or formerly of the Vendor but so that that covenant should not extend to prohibit the use of the said premises by the Purchasers and the persons deriving title under them for such manufacturing or industrial purposes as they in their absolute discretion think fit provided that such user shall not entail the erection of any messuages or buildings in the nature of retail shops but shall permit the exhibition display and sale of machinery, machine tools and accessories.

7 The following are details of the covenants contained in the Conveyance dated 7 February 1969 referred to in the Charges Register:-

"FOR the benefit and protection of the property hereby conveyed the Corporation hereby covenants with the Company that the Corporation will not at any time hereafter subject as mentioned below use or permit to be used the adjoining land forming the site of the Corporation's Airport belonging to them within the broken black line on Plan No.2 annexed hereto or any building erected or to be erected thereon which shall include any future addition to or extension of the Corporation's Airport without the previous consent in writing of the Company for the manufacture storage sale or supply of intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold supplied or consumed provided nevertheless that the terminal buildings at present standing on the said land shall be excluded from the said restriction to the intent that and so long as the Corporation or their Lessees or Tenants of the said terminal buildings purchase from the Company or its nominees at the Company's tied house prices from time to time in force for the whole of the beers wines spirits and other intoxicating liquors required and stocked at and sold and consumed at the said terminal buildings PROVIDED THAT this restriction shall remain in force only so long as the property hereby conveyed continues to be used as a hotel and in any event it shall cease to have effect altogether on 29 September 2037."

NOTE: No copy of plan number 2 referred to has been produced.

8 (09.10.2020) The following are details of the covenants contained in the Conveyance dated 20 August 1993 referred to in the Charges Register:-

"The Purchaser covenants with the Vendor as set out in Part I of the Second Schedule

#### SECOND SCHEDULE

##### Part I

The Purchaser covenants with the Vendor as follows:-

(1) To the intent that the burden of this covenant may run with the Property and each and every part thereof and so as to bind the Property in to whosoever hands the same and any part thereof may come and to benefit and protect the Retained Land and each and every part thereof capable of being benefited or protected the Purchaser HEREBY COVENANTS

## Schedule of restrictive covenants continued

with the Vendor that it will at all times hereafter observe and perform the restrictions following in respect of the Property:-

a. not to use permit or knowingly suffer to be used the Property for any purposes (and not to do or permit or knowingly suffer anything thereon) other than airport related uses and not to do suffer or permit to be done thereon anything which causes nuisance annoyance or damage to the Vendor

b. not to do permit or suffer anything on in or under the Property which may withdraw support from the Retained Land

c. so as to facilitate the development of the Retained Land not to design or construct any development which may be carried out upon the Property in any other way than retains access (with or without vehicles) to the Retained Land from Birmingham Airport approach road along Old Bickenhill Lane in accordance with the requirements of the Local Planning Authority

d. not to carry out or suffer or permit to be carried out any development upon the Property save in accordance with layout plans (and with such further details as the Vendor may reasonably require) previously approved by the Vendor and such approval shall not be unreasonably withheld or delayed if the layout and content of the development to take place upon the Property has been planned so as to comply with the covenants on the part of the Purchaser herein contained and the Vendor DECLARES that if the Vendor shall not have within two months of submission to it notified its approval or disapproval or approval subject to conditions of any plans or other details submitted pursuant to the terms hereof for approval then such shall be deemed to be approved

(2) Should the Purchaser acquire the site of the highway to the east of the Retained Land and of the land known as Old Bickenhill Lane it will enter into in favour of the Vendor (in a form to the reasonable approval of the Vendor) a Deed of Grant of Right of Way thereover at all times with or without vehicles and for all purposes and for all necessary drainage and services over and in such land as appurtenant to the Retained Land

(3) Within 3 months of the granting of details planning permission (applied for by on behalf of or with the approval of the Vendor) for the Retained Land to grant (if so required by the Vendor by one month's written notice (such notice to expire no later than 2 months from the date of the receipt in writing by the Vendor of the Planning Permission) free of consideration or cost to the Vendor easements of drainage and services (in favour of the Retained Land) excluding those already available from Old Bickenhill Lane aforesaid over the Property and over the land of the Purchaser shown edged orange on the plan annexed hereto in such a position as the Vendor and the Purchaser shall reasonably determine and in the event of failure so to agree the dispute shall be referred to a single arbitrator to be agreed between the parties and failing such agreement within 30 days of the request of one party to the other that the matter be referred to arbitration under the Arbitration Acts 1950 to 1979 in accordance with this clause such reference shall be to an Arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors who shall appoint a person to act as an expert and not as an arbitrator and the decision of such person shall be final and binding and the costs of such person shall be borne equally by the parties unless such person shall decide one party has acted unreasonably in which case he shall have discretion as to costs

(4) Subject to the Vendor's covenants contained in Part II of this Second Schedule the Purchaser will on the basis set out in paragraph 5 below indemnify the Vendor against any liability which the Vendor incurs under Section 106 of the Town and Country Planning Act 1991 to the Local Planning Authority as a result of any application by or on behalf of or with the approval of the Vendor for planning permission to it in respect of the Retained Land

(5) The amount which the Purchaser is liable to pay under the immediately preceding paragraph shall be limited to 75% of the amount

## Schedule of restrictive covenants continued

of the liability (incurred or to be incurred) by the Vendor or if less the sum of £75,000.00 increased by an additional sum bearing the same proportion to £75,000.00 as is borne by any increase in the figure shown in the Retail Prices Index published by H M Stationery Office or any official publication substituted by it ("the Index") for the date on which the liability under the immediately preceding paragraph is payable to the Vendor over the figure shown in the Index for the 15th day of July 1993 PROVIDED THAT:-

a. in the event of any change after the 15th day of July 1993 in the reference base used to compile the Index the figure taken to be shown in the Index after the change shall be the figure which would have been shown in the Index if the reference base current at the 15th day of July 1993 had been retained

b. in the event of it becoming impossible by reason of any change after the 15th day of July 1993 in the methods used to compile the Index or for any other reason whatsoever to calculate the sum due to the Vendor under the immediately preceding paragraph by reference to the Index or if any dispute or question whatsoever arises between the parties hereto with respect to such amount or with respect to the construction or effect of this paragraph 5 the dispute or question shall be determined under the Arbitration Acts 1950 to 1979 and the appointment of arbitration provisions of paragraph 3 hereof shall apply

(6) (i) Save in the Purchaser's Excepted Circumstances (as hereinafter defined) it shall not effect a Disposal (as hereinafter defined) of the whole or of any part of the Property unless:-

a. the Purchaser shall have given to the Vendor not less than 2 weeks' nor more than 4 weeks' prior notice in writing of its intention so to dispose of the Property or any part thereof and

b. the person or body to whom the Purchaser is disposing ("the New Purchaser") has entered into with the Vendor a deed effectively to impose upon the New Purchaser the obligations of the Purchaser under any covenants or obligations created hereby (including the obligations under this sub paragraph) and so that a covenant to the like effect shall be imposed on any subsequent transfer or lease of any such land or any substantial part thereof

(ii) For the purposes of this paragraph 6 "the Purchaser's Excepted Circumstances" shall mean:-

a. The vesting of roads footpaths public open spaces electricity substations sewers drains services utilities and other like facilities in the appropriate Authorities

b. Such other circumstances as may be agreed in writing by the Vendor and the Purchaser

(iii) The Purchaser and the Vendor shall promptly do all such necessary acts and execute all such necessary documents as the other of them may reasonably require to give effect to this paragraph 6 and which each is capable of doing or executing as the case may be including but not limited to the execution and completion of all requisite deeds

(iv) For the purpose of this paragraph 6 "Disposal" shall mean any transfer or conveyance by the Purchaser whether gratuitous or for consideration and voluntary or involuntary (or the making of any agreement for such disposal) other than a disposal (for the purpose of servicing the development of the land sold) under a compulsory purchaser order or otherwise to any Public or Local Authority or statutory undertaker whether voluntary or compulsory."

The following are the Vendors covenants referred to above:-

The Vendor covenants with the Purchaser as set out in Part II of the Second Schedule

## Schedule of restrictive covenants continued

To the intent that the burden of this covenant may run with the Retained Land and each and every part thereof and so as to bind the Retained Land into whosoever hands the same and any part thereof may come and to benefit and protect the Property and each and every part thereof capable of being benefited or protected

The Vendor HEREBY COVENANTS with the Purchaser as follows:-

(1) Not to enter prior to the 1st day of July 1995 into any agreements with the Local Planning Authority with regard to any such planning application as is referred to in paragraph 4 of Part I of this Schedule without any such agreements have received the prior written approval of the Purchaser such approval not to be unreasonably withheld or delayed

(2) Not to apply prior to the 1st day of May 1995 for planning permission on the Retained Land or authorise or approve any such application."

NOTE: The land edged orange referred to is tinted brown on the title plan as far as it affects the land in this title.

## Schedule of leases of easements

- 1 Benefiting land : office and crew room first floor Merlin Building  
Date of lease : 24 January 2005  
Term of lease : 3 years from 3 January 2005  
NOTE: Copy lease filed
- 2 Benefiting land : Ground floor offices and Queen's Warehouse in Terminal 1.  
1.  
Title Number of benefiting land : NOT REGISTERED  
Date of lease : 15 August 2007  
Term of lease : From 1.02.2002 to 31.03.2009  
Registration date: 15.10.2007  
NOTE: Copy Lease filed.
- 3 Benefiting land : Second Floor Offices MTS125 in Terminal 1  
Title Number of benefiting land : NOT REGISTERED  
Date of lease : 9 May 2008  
Term of lease : 6 years from 10.12.2007  
Registration date: 11.08.2008  
NOTE: Copy Lease filed
- 4 Benefiting land : Ground Floor Ticket Desk and rear office MTG31/5 and MTG35/6 in Terminal 1  
Title Number of benefiting land : NOT REGISTERED  
Date of lease : 1 May 2008  
Term of lease : from 1.5.2008 to 14.11.2013  
Registration date: 01.05.2008  
NOTE: Copy Lease filed
- 5 Benefiting land : The Business Aviation Centre, Ground Floor, Elmdon Building.  
Title Number of benefiting land : NOT REGISTERED  
Date of lease : 19 September 2008  
Term of lease : 6 years from 18.02.2007  
Registration date: 18.11.2008  
NOTE: Copy Lease filed.
- 6 Benefiting land : Second floor office MTS18-20, Terminal 1  
Title Number of benefiting land : NOT REGISTERED  
Date of lease : 9 July 2009  
Term of lease : From 9.7.2009 until 16.1.2014  
Registration date: 23.07.2009  
NOTE: Copy filed
- 7 Benefiting land : Second Floor Office, MTS17, Terminal 1

Title number WM642629

## Schedule of leases of easements continued

- Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 30 September 2009  
Term of lease : from 30/09/2009 to 30/04/2014  
Registration date: 12.10.2009  
NOTE: Copy Lease filed.
- 8 Benefiting land : Second Floor Office MTS64/1, Terminal 1  
Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 30 September 2009  
Term of lease : from 30/09/2009 to 07/09/2014  
Registration date: 12.10.2009  
NOTE: Copy Lease filed.
- 9 Benefiting land : part of Hanger 2 (48 in blue on the title plan)  
Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 12 October 2009  
Term of lease : 6 years from 12/10/2009  
Registration date: 11.11.2009  
NOTE: Copy lease filed.
- 10 Benefiting land : Executive Lounge, Room D14 & D15, departures level,  
Terminal 2  
Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 8 July 2011  
Term of lease : 6 years from 8/7/2011  
Registration date: 23.08.2011  
NOTE: Copy Lease filed.
- 11 Benefiting land : land edged red on plan to lease dated 18/08/2011  
Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 18 August 2011  
Term of lease : from 18/08/2011 until 16/10/2014  
Registration date: 24.08.2011  
NOTE: Copy Lease filed
- 12 Benefiting land : Rooms 68-71 Apron Level within Terminal (T2)  
Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 20 March 2012  
Term of lease : 6 years from 20.3.2012  
Registration date: 10.04.2012  
NOTE: Copy Lease filed.
- 13 Benefiting land : Rooms 95-95/3 Apron Level within Terminal (T2)  
Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 20 March 2012  
Term of lease : 6 years from 20.3.2012  
Registration date: 10.04.2012  
NOTE: Copy Lease filed.
- 14 Benefiting land : Car valeting facility  
Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 11 June 2012  
Term of lease : 5 years from 17.10.2009  
Registration date: 06.07.2012  
NOTE: Copy Lease filed.
- 15 Benefiting land : Ground Floor Premises, Diamond House  
Title Number of  
benefiting land : NOT REGISTERED  
Date of lease : 12 February 2018  
Term of lease : 6 years beginning on and including 15.08.2017 and  
ending on and including 14.08.2023  
Registration date: 21.03.2018  
NOTE: Copy Lease filed.

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	16.10.1996 edged and numbered 24 in blue NOTE: See entry in the Charges Register relating to rights granted by this lease	Sub Station Site	18.11.1952 50 years from 24.6.1952	
2	16.10.1996 edged and numbered 25 in blue	Multi-storey Car Park, Petrol Station and Car Hire Offices	13.10.1971 75 years from 1.9.1964	WM634804
3	16.10.1996 edged and numbered 26 in blue	Warehouse and Offices	13.10.1971 from 25.10.1971 to 1.9.2039	WM634802
4	16.10.1996 edged and numbered 28, 29 and 30 in blue NOTE: The lease comprises also other land	Land to the west of Bickenhill Lane	04.03.1986 from 4.3.1986 to 31.3.2009	
5	16.10.1996 edged and numbered 31, 32 and 33 in blue	Land to the west of Bickenhill Lane	04.03.1986 from 4.3.1986 to 31.3.2009	
6	16.10.1996 edged and numbered 34 in blue NOTE 1: By a Deed dated 5 September 1991 made between (1) Birmingham International Airport PLC and (2) Accor (UK) Limited the terms of the Lease were varied  NOTE 2: Original Deed filed under WM454615  NOTE 3: By a Deed dated 19 January 1993 made between (1) Birmingham International Airport PLC (2) Novotel (UK) Limited and (3) Tower Hill Property Investments (10) Limited the terms of the Lease were varied  NOTE 4: Copy Deed filed under WM545615  NOTE 5: See entry in Charges Register relating to the surrender of part of this lease.	Land on the north side of Coventry Road	19.12.1988 125 years from 9.12.1988	WM454615
7	16.10.1996 edged and numbered 35 in blue NOTE: See entry in Charges Register as to provision to grant a Lease of other land contained in this lease	Cargo Centre	04.05.1989 125 years from 10.11.1986	WM467149
8	16.10.1996 edged and numbered 36 in blue NOTE 1: See entry in Charges Register as to option to take a Lease of other land contained in this lease  NOTE 2: During the subsistence of the lease dated 21 December 2017 referred to below this lease takes effect as an underlease.	Terminal 2 Birmingham International Airport	01.08.1989 99 years from 25.3.1989	WM474034
9	16.10.1996 edged and numbered 37, 38 and 39 in	Multi-storey Vehicle Park, Airport Way	06.11.1990 99 years from 6.11.1990	wm518898



## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	blue			
	NOTE: This Lease grants an exclusive right of way over the access way tinted blue on the filed plan			
10	16.10.1996 edged and numbered 41 in blue	Land of the south west side of Airport Way	24.02.1993 25 years from 22.3.1991	WM571036
11	16.10.1996 edged and numbered 40 in blue	Flight Catering Commissary Building	10.11.1994 60 years from 1.8.1986	WM603812
12	17.08.2004 Edged and numbered 44 in blue (part of)	Viscount House (Lower Ground Floor offices)	22.06.2004 From 22.6.2004 to 5.12.2089	WM836804
	NOTE 1: The Lease grants the exclusive rights to use the parking spaces edged and numbered 45 in blue on the title plan			
	NOTE 2: See entry in the Charges register as to an option to grant a Lease of other land			
13	21.01.2005 edged and numbered 46 in blue (and NSE)	land lying to the north west of cargo centre	25.11.2003 from 25.11.2003 to 9.11.2011	WM848818
14	30.01.2006	part of the service tower at Terminal 1, level 1	26.08.2005 5 years from 26.8.2005 (NSE)	
15	14.03.2006 Edged and numbered 47 in blue and edged and numbered 21 in blue (Part of)	Land at Birmingham International Airport, Coventry Road	23.01.2006 From 23.1.2006 to 1.8.2046	WM877272
16	06.03.2009	CIP Lounge, First Floor Terminal 1	25.02.2009 6 years from 25.02.2009	
	NOTE: The Lease comprises also other land.			
17	25.01.2010	Office Rooms MTG, 270-283 Terminal 1 (Ground Floor)	08.01.2010 6 years from 20.12.2008	
	NOTE: The lease comprises also other land.			
18	01.02.2010	Offices 72, 72/4 and 72/5, Arrivals Level, Terminal 2	20.01.2010 6 years from 25.10.2008	
	NOTE: The lease comprises also other land.			
19	16.08.2010	Engineers Offices (Ground floor; Apron Level)	01.04.2010 6 years from 31/07/2009	
20	21.09.2010 Edged and numbered 21 in blue (part of)	Hotel, Elmdon Site	31.08.2010 From 31/8/2010 to 28/3/2145	WM973791
21	24.11.2010	Motor Transport Vehicle Maintenance Workshop and Vehicle parking area adjacent to the snowbase	23.09.2010 6 years from and including 14/04/2010	

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
22	22.03.2011 Edged and numbered 21 in blue (part of) NOTE: See entry in the Charges Register relating to landlords restrictive covenants.	electricity substation	17.03.2011 99 years from 17/3/2011	WM983255
23	27.07.2011  NOTE: Lease affects also other land	Office 18 Ground Floor within The Elmdon Building	07.07.2010 6 years from and including 24 June 2010	
24	29.09.2011	Ticket Desk 14 and rear office within terminal 1 at Birmingham Airport	06.09.2011 6 years from and including 06.09.2011	
25	08.11.2011 42 (part of)	Ground Floor Offices, Diamond House	28.10.2011 5 years from and including 15.11.2008	
26	20.03.2012 Edged and numbered 36 in blue (part of) NOTE: The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law	Rooms 68-71 Apron Level Terminal 2	20.03.2012 6 years from 20.3.2012	
27	02.04.2012 Edged and 36 in blue (part of) NOTE: The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law	Rooms 95-95/3 Apron Level Terminal 2	20.03.2012 6 years from 20.3.2012	
28	17.04.2012 Edged and numbered 21 in blue (part of)	Air Traffic Control Tower	08.07.2011 25 years from 17.4.2011	MM3356
29	02.05.2013 Edged and No'd 43 in blue: Edged and No'd 51 in blue	Multi Storey Car Park, Concorde Road	28.03.2013 From and including 28.3.2013 to and including 27.3.2032	MM18860
30	24.12.2013 edged and numbered 53 in blue	Aircraft Hangar	21.11.2013 75 years from 07.10.2013	MM29357
31	12.06.2014 Edged and numbered 27 in blue (part of) and edged and numbered 54 in blue	Fuel Farm	22.04.2014 20 years from 2.6.2009	MM36762
32	10.09.2014	Ticket Desk 15 and rear office building, Terminal Building (North)	21.08.2014 6 years from and including 21.08.2014	
33	22.01.2015 edged and	Apron Site	09.01.2015 9/1/2015 to	MM47211

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	numbered 55 in blue		8/1/2035	
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 30 May 2017			
34	22.01.2015 edged and numbered 56 in blue	Hanger and FBO	09.01.2015 9/1/2015 to 8/1/2035	MM47214
	NOTE 1: See entry in the Charges Register relating to a Deed of variation dated 30 May 2017;			
	NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 21 December 2017			
35	06.02.2016 Edged and numbered 57 in blue on the title plan (Part of)	Ibis Budget, Birmingham Airport	24.12.2015 30 years from 19.9.2008	MM65462
	NOTE: The lease contains an option to renew on the terms therein mentioned.			
36	09.02.2016 Edged and numbered 58 in blue (Part of), edged and numbered 57 in blue (Part of) and edged and numbered 34 in blue (Part of)	Ibis Hotel, Birmingham Airport	24.12.2015 30 years from 19.9.2008	MM65464
	NOTE: The lease contains an option to renew on the terms therein mentioned.			
37	04.04.2016 Edged and numbered 59 and 60 in blue	Fuel Receipt Facility	24.03.2016 From 2.6.2009 to 1.6.2029	MM67881
38	07.11.2016 Edged brown	Site of a runway extension, Birmingham Airport	19.06.2013 51 years from 19/6/2013	MM72383
	NOTE 1: The lease comprises also other land			
	NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 18 December 2015.			
39	10.02.2017	Rooms MTS27-40, Second Floor, Terminal Building (North)	17.06.2016 Beginning on and including 15/05/2015 and ending on and including 14/05/2021	
40	30.03.2017 Edged and numbered 61 in blue (part of)	Rooms MTG 537 and MTG 537/1, Ground Floor, Terminal Building (North)	16.02.2017 A term of years beginning on and including 16.02.2017 and ending on and including 31.03.2024	WM642629
41	30.03.2017 edged and	MTS4 and MTS5, Second Floor, North Terminal	09.02.2017 From 9.2.2017	MM85327

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	numbered 61 in blue (part of)		ending on and including 31.3.2024	
42	30.03.2017 edged and numbered 62 in blue (part of)	MIG11 and MIF19, (ground and first floor, International Pier)	30.03.2017 Term of years beginning on and including 10.3.2017 and ending on and including 31.3.2024	MM855328
43	30.03.2017 edged and numbered 63 in blue (part of)	MBF6, MBF7, MBF8 and MBF9 Merlin Building (first floor)	28.03.2017 Term of years beginning on and including 28.3.2017 and ending on and including 31.3.2024	MM85330
44	12.04.2017 Edged and numbered 64 in blue (NSE)	Land lying to the south-east side of Concorde Road	21.03.2017 From and including 21.03.2017 to and including 25.03.2145	MM85957
	NOTE: The airspace 137 metres above mean sea level is excluded from the title.			
45	15.01.2018 edged and numbered 36 in blue (part of)	ETG107 Ground Floor (Apron Level), Terminal Building South	21.12.2017 6 months beginning on and including 01/05/2018	MM99252
	NOTE: This is a reversionary lease.			
46	13.06.2018	Rooms MBG1, MBG2, MBG3, MBG4, MBG5A and MBG5B	11.05.2018 Beginning on and including 11 May 2018 and ending on and including 10 May 2024	
	NOTE: The lease comprises also other land			
47	30.08.2018	MIG21, MIG50 (Apron Level) and MIF21 (Arrivals Level)	07.08.2018 Beginning on and including 7 August 2018 ending on and including 30 July 2021	
48	16.04.2019	MTS42, Second Floor, Terminal Building North.	05.04.2019 from and including 5 April 2019 to and including 31 March 2024	
49	24.04.2019 edged and numbered 62 in blue (part of)	MIG10, Ground Floor, International Pier	18.04.2019 from and including 18.4.2019 and ending on and including 31.3.2024	

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
50	22.01.2020 Edged and numbered 61 in blue (part of)	Rooms MTS21-28, Second Floor, Terminal Building North	21.08.2019 Beginning on and including 1.2.2017 and ending on and including 21.8.2023	
51	01.04.2020 Edged and numbered 42 in blue (part of)	Room DH125, first floor, Diamond House	21.01.2020 Beginning on and including 21.1.2020 and ending on and including 20.1.2026	
52	30.06.2021 Edged and numbered 49 in blue (Part of)	CIP Lounge, International Pier (Arrivals Level)	26.03.2021 8 years and 6 months from and including 3 November 2018 expiring on 2 May 2027	MM156068
53	23.08.2021 36 in blue (part of)	Rooms ETG40, 40/1, 41, 42, 43, 45 & 151, Apron Level	06.08.2021 6 years from and including 6.8.2021	
	NOTE: See entry in the Charges Register relating to the rights granted by this lease.			
54	23.09.2021 Edged and Numbered 42 in blue (part of)	Office Accommodation, Second Floor, Diamond House	06.08.2021 Beginning on and including 6 August 2021 and ending on and including 5 August 2027	
55	05.11.2021 36 (part of)	Rooms 33/1 and 33/2 Arrivals Level, Terminal South	03.11.2021 a term of years from and including 23 February 2019 to and including 22 February 2025.	
56	05.11.2021 36 (part of)	Room ETG149, South Baggage Make Up Area, Apron Level, Terminal South	03.11.2021 a term of years from and including 23 February 2019 to and including 22 February 2025.	
57	05.11.2021 61 (part of)	Offices and Queen's Warehouse (Rooms MTG81-83) Ground Floor terminal North	03.11.2021 a term of years from and including 23 February 2019 to and including 22 February 2025.	
58	25.04.2022 Edged and numbered 66 in blue	land at Units 1 and 2, The Gateway	03.03.2022 Beginning on and including 29 September	

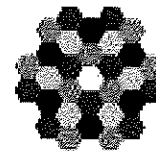
Title number WM642629

### Schedule of notices of leases continued

Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
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2021 ending on  
and including  
28 September  
2027

End of register



**Official copy  
of register of  
title**

Title number WM543119

Edition date 09.02.2016

- This official copy shows the entries on the register of title on 26 JUL 2024 at 15:51:03.
- 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 26 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, Coventry 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 MIDLANDS : SOLIHULL

- 1 (07.11.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Airport Way, Birmingham International Airport, Birmingham and so much of the airspace thereover as lies below the base of the hotel and roadway (B26 3QL).
- 2 (07.11.1991) The Conveyance dated 19 September 1980 referred to in the Charges Register contains the following provision:-  
  
"IT IS HEREBY AGREED AND DECLARED that the County shall not acquire any rights or easements over the adjoining or neighbouring land of the City which would restrict the free use of that land for building or any other purpose."
- 3 (07.11.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 5 September 1991  
Term : 125 years (less 3 days) from 9 December 1988  
Rent : A peppercorn  
Parties : (1) Accor (UK) Limited  
(2) Birmingham International Airport Plc
- 4 (07.11.1991) 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.
- 5 (07.11.1991) The landlord's title is registered.
- 6 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.
- 7 (09.02.2016) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

Title number WM543119

## 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 (07.11.1991) PROPRIETOR: BIRMINGHAM AIRPORT LIMITED (Co. Regn. No. 2078273) of Birmingham International Airport, Birmingham B26 3QL.

## C: Charges Register

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

- 1 (07.11.1991) The land is subject to the following rights reserved by a Conveyance of the freehold estate in the land in this title and other land dated 19 September 1980 made between (1) The City of Birmingham District Council (City) and (2) The County Council of West Midlands (County):-

"EXCEPT AND RESERVED unto the City as set out in the Second Schedule hereto

THE SECOND SCHEDULE before referred to

There are excepted and reserved to the City out of the property hereby conveyed:-

(a) the free and uninterrupted passage and running of water soil gas and electricity over through and along all sewers drains watercourses pipes wires and cables in on or under the said property to and from the adjoining or adjacent land and property of the City with the right for the City (subject to prior written notice at such times and subject to such conditions as may be specified by the County) to enter on the said land for the purpose of repairing cleansing and maintaining the said sewers drains watercourses pipes wires and cables subject to it making good all damage caused by such entry except in so far as such entry may be necessitated by the act or omission of the County or its servants Lessees or Agents

(b) all such rights of way water light drainage air or other easements or quasi-easements of any kind whatsoever in under or over the said property as are now used or enjoyed by the City its Lessees or Tenants in respect of the adjoining or adjacent land and property of the City

(c) the full right and liberty for the City and statutory undertakers (subject as provided in paragraph (a) above) to enter upon the said land for the purpose of constructing and maintaining pipes wires and cables subject to it making good damage caused by such entry except in so far as such entry may be necessitated by any act or omission of the County its lessees servants or agents

(d) the right for the City and its Lessees and occupiers of adjacent or adjoining land (subject as provided in paragraph (a) above) to enter upon the said land for the purpose of carrying out repairs renewals or maintenance or any adjacent or adjoining premises as may be necessary from time to time and to place thereon ladders and other apparatus and materials necessary for this purpose."

- 2 (24.07.2006) A Licence dated 11 July 2006 made between (1) Accor UK Business & Leisure Hotels Limited (Landlord) (2) Birmingham International Airport Limited (Tenant) (3) Accor UK Economy Hotels Limited (Undertenant) and (4) Accor SA (Undertenant's Guarantor) relates to permitted underletting, alterations pursuant to a Development Agreement and change of use.

*NOTE: Copy filed under WM454615.*

- 3 (04.08.2006) UNILATERAL NOTICE affecting the most easterly parcel of land in this title in respect of an Agreement for the Development and Lease dated 11 July 2006 made between (1) Birmingham International Airport Limited and (2) Accor UK Economy Hotels Limited (3) Accor SA.



Title number WM543119

## C: Charges Register continued

- 4 (04.08.2006) BENEFICIARY: Accor U.K Economy Hotels Limited (Co. Regn. No01244907 of 1 Shortlands, Hammersmith, London W6 8DR.
- 5 (09.02.2016) 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	09.02.2016 Tinted blue	Ibis Hotel	24.12.2015 30 years from 19.9.2008	MM65464

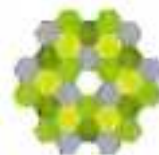
NOTE 1: The lease also includes other land

NOTE 2: The lease contains an option to renew on the terms therein mentioned.

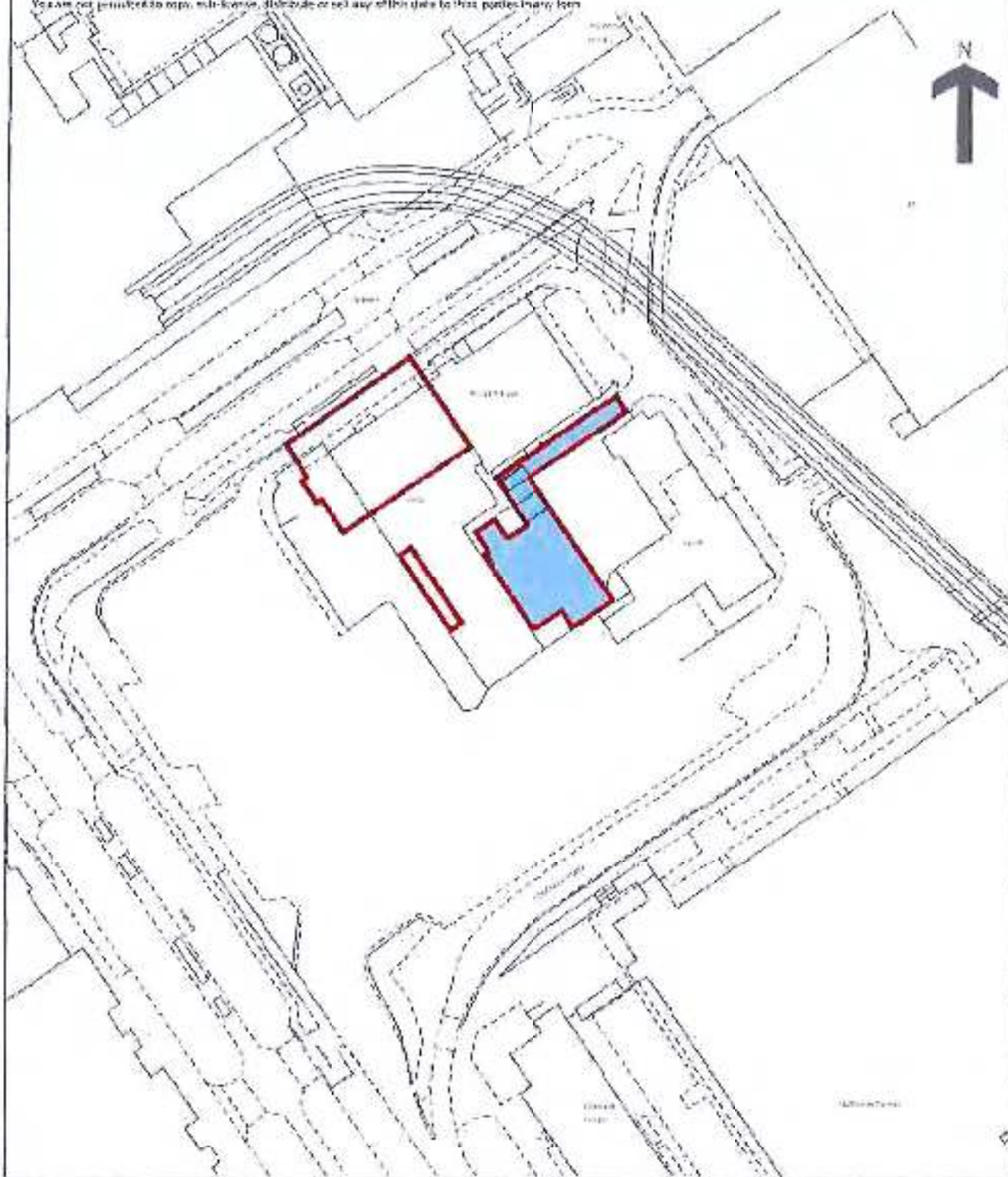
End of register

**HM Land Registry**  
Official copy of  
title plan

Title number **WM543119**  
Ordnance Survey map reference **SP1883NW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Midlands ;  
Solihull**



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**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**B E T W E E N**

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

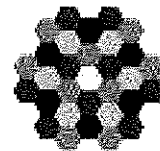
**Defendants**

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**SSW2**

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This is the exhibit marked "SSW2" referred to in the witness statement of Stuart Sherbrooke Wortley.



## Official copy of register of title

Title number CH384543

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 13:31:40.
- 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 29 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, Birkenhead Office.

### A: Property Register

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

HALTON

- 1 (13.05.1983) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Deyesbrook, Bailey's Lane, Hale Village, Liverpool (L24 5RQ).
- 2 The land has the benefit of a right of way over the roadway leading into Bailey's Lane.
- 3 The Conveyance dated 19 August 1942 referred to in the Charges Register contains the following provision:-  
  
"IT IS Hereby agreed and declared that nothing herein contained shall be deemed to impose any restrictions as to the manner in which the Vendors or the persons deriving title under them may deal with or dispose of any adjoining or neighbouring land now belonging to the Vendors or be deemed to create a building scheme"
- 4 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.  
  
NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.  
  
NOTE 2:- Copy filed under MS511046.
- 5 (22.07.2010) The transfer dated 21 June 2010 referred to in the Charges Register contains a provision as to light or air.

### 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

Title number CH384543

## B: Proprietorship Register continued

- 1 (11.10.2006) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 02116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (11.10.2006) The price stated to have been paid on 25 July 2006 was £360,000.
- 3 (11.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 A Conveyance of the land in this title dated 19 August 1942 made between (1) Gilbert Ireland Ireland Blackburne and others (Vendors) and (2) John Kerr (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 19 August 1942 referred to above:-

"EXCEPT and reserving out of this conveyance unto the Vendors their lessees tenants and other persons authorised by them the following rights and easements:-

(a) The right to pass and repass at all times for all purposes and with or without horses or other animals carts carriages or other vehicles over and along such portions of the land hereby conveyed as are intended to form one half in width of the said intended road on the northerly side of the said land as shown on the said plan

(b) The right at all times hereafter to enter upon such portions of the said intended road as are included in the premises hereby conveyed and to make lay and connect sewers drains watercourses gas mains water mains and conductors of electricity therein and thereunder but the persons who shall exercise the said right shall restore the surface of the premises hereby conveyed as nearly as possible to its former condition whenever the same shall have been taken up or otherwise disturbed by them in the exercise of the right hereby reserved

(c) The right of free passage and running of water and soil from the adjoining and neighbouring land now belonging to the Vendors and the buildings now or hereafter to be erected thereon through the gutters pipes sewers drains and watercourses now or hereafter to be in upon or under the land hereby conveyed without making compensation in respect thereof to the Purchaser and also the right to make and maintain connections with such gutters pipes sewers drains and watercourses or any of them but the persons who shall exercise the right lastly hereinbefore contained shall restore the surface of the premises hereby conveyed as nearly as possible to its former condition whenever the same shall have been taken up or otherwise disturbed by them in the exercise of the last mentioned right"
- 3 The land is subject to the rights granted by a Deed of Grant dated 12 July 1967 made between (1) John Kerr and (2) Liverpool Corporation.

*NOTE: Copy duplicate filed original filed under MS181945.*

## C: Charges Register continued

4 (22.07.2010) The land is subject to the rights reserved by a transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

*NOTE: Copy filed under CH596568.*

5 (11.11.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.

6 (11.11.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.

7 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

*NOTE: Charge reference CH384540.*

8 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

9 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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 (24.02.2010) The following are details of the covenants contained in the Conveyance dated 19 August 1942 referred to in the Charges Register:-

"FOR the benefit of the other land and property in Hale aforesaid now belonging to the Vendors the Purchaser (with intent to bind all persons in whom the said plot of land hereby conveyed shall for the time being be vested but so as not to be personally liable for the breach of any restrictive covenant after he shall have ceased to hold the said land and parted with all interest therein) hereby covenants with the Vendors:-

(a) Not to erect or build or permit to be erected or built upon the plot of land hereby conveyed or any part thereof at any time hereafter any building or erection other than one dwellinghouse with all necessary outbuildings thereto and that every such dwellinghouse shall be built of brick or stone or both and be covered with slates or tiles and that the clear annual value over and above all outgoings of each such dwellinghouse when completed and buildings and land belonging thereto shall not be less than twenty pounds

(b) Not to erect or build or permit to be erected or built upon the plot of land hereby conveyed or any part thereof at any time hereafter any building or erection whatsoever without having first submitted the plans elevations sections and specifications thereof and obtained the approval in writing of the Vendors or their surveyors and not at any time hereafter to make or allow to be made any alterations in the external elevations of any buildings without the previous consent in writing of the Vendors or their surveyor

(c) Not at any time hereafter to front more than any such dwellinghouse which may be erected on the land hereby conveyed otherwise than to the intended road on the northerly side thereof and that no buildings which may for the time being be erected on the said land hereby conveyed shall extend nearer to the northerly boundary thereof than twenty five feet as shown by the line marked 'Building line' on the said plan

(d) Not at any time hereafter to permit any dwellinghouse or building that may hereafter be erected on the land hereby conveyed to become ruinous or decayed or to be otherwise than in good tenable repair order and condition

(e) Not at any time hereafter without the previous consent in writing of the Vendors to exercise or carry on or permit or suffer in or upon

## Schedule of restrictive covenants continued

the land hereby conveyed or any buildings hereafter to be erected thereon any manufactory trade business occupation or employment other than the practice of medicine surgery or dentistry but at all times hereafter to use or suffer to be used the same premises and the buildings for the time being thereon as a private residence or as a combined residence and surgery for the practice of medicine surgery or dentistry and for no other purpose whatsoever and not to do or permit to be done on the said land or in the said buildings anything whatsoever which may be a nuisance or offensive or injurious to the Vendors or the adjoining or adjacent owners or occupiers

(f) That no windows doors or openings which shall be made or put in the buildings erected on the land hereby conveyed shall acquire any rights to the access of light or air over the adjoining land of the Vendors on the westerly side of the plot of land hereby conveyed

(g) At all times hereafter to leave open and unbuilt upon such portions of the land hereby conveyed as are shown on the plan drawn hereof as forming one half in width of the intended road on the northerly side of the land hereby conveyed

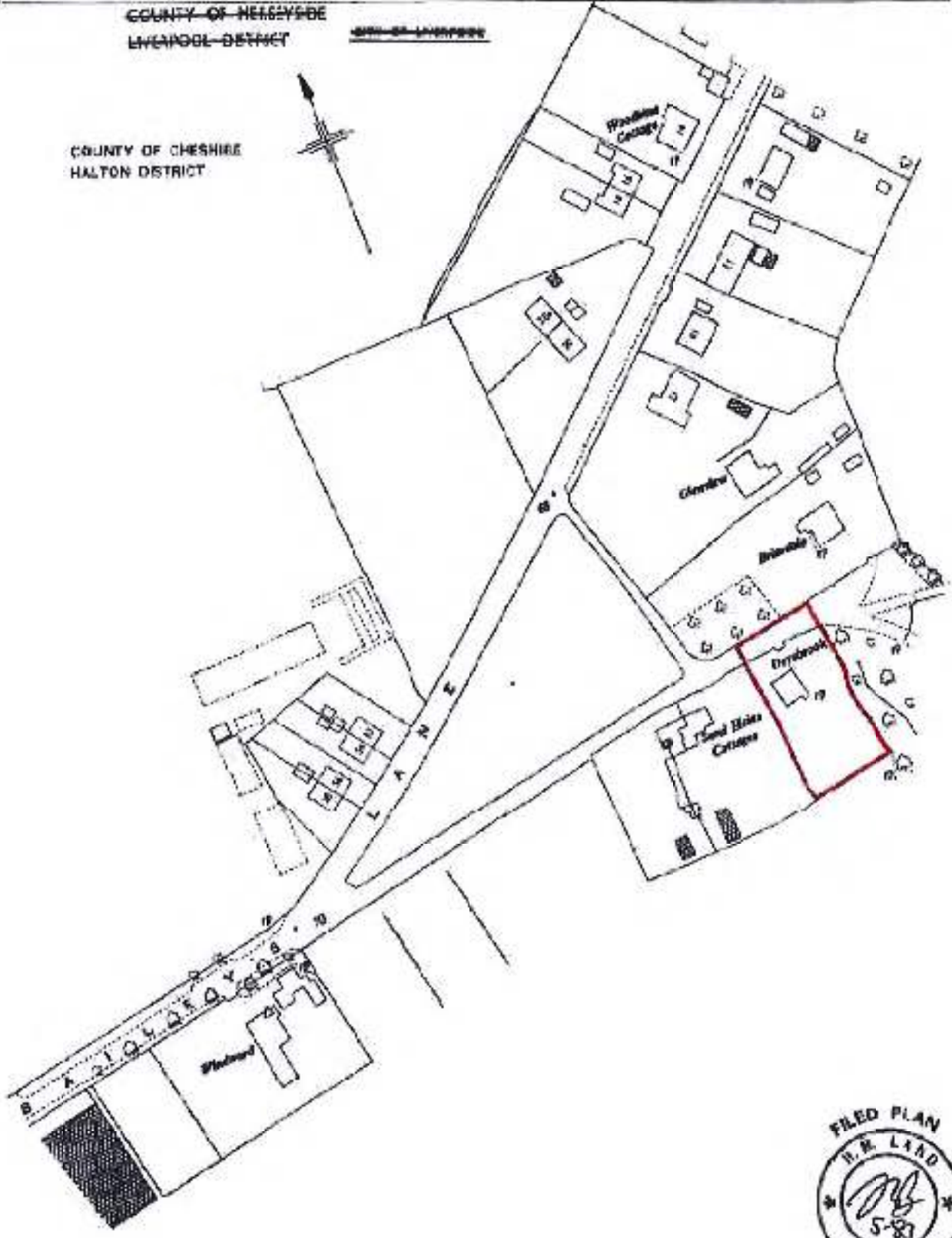
(h) When thereunto required by and to the satisfaction of the Vendors and at the expense of the Purchaser well and sufficiently and to make form flag and pave or gravel the said space of land left open and unbuilt upon as aforesaid and to keep the same in good repair until the said road shall be adopted by the local authority

(i) When thereunto required by and to the satisfaction of the Vendors to bear one half of the cost of making and keeping in repair all such mains sewers culverts grates sluices gutters and drains as shall hereafter be made in upon or under the said intended road so far as the same is co-extensive with the land hereby conveyed".

*NOTE:- Copy plan filed under MS181945.*

End of register

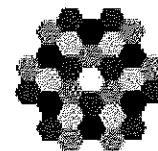
H.M. LAND REGISTRY		TITLE NUMBER		
		<del>MS 181945</del>		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	LANCASHIRE		SJ 4582	D
Scale: 1/1250		© Crown Copyright 1968.		



**TITLE No. CH384543**

This official copy is incomplete without the preceding notes page.





# Official copy of register of title

Title number CH384582

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:54.
- 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 29 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, Birkenhead Office.

## A: Property Register

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

HALTON

- 1 (29.11.1977) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Riverside Cottage, Baileys Lane, Hale Village, Liverpool (L24 5RG).
- 2 The filed plan has been amended to include a reduced extent to accord with that edged red on the plan to a Deed dated 18 May 1983.
- 3 (10.08.2010) The Transfer dated 21 June 2010 referred to in the Charges Register contains provisions as to rights of light and air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (10.08.2010) The land has the benefit for a term of 999 years from 3 April 2000 of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

Note 1: The roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

-Note: Copy filed under MS511046.

## 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 (10.08.2010) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (10.08.2010) The price stated to have been paid on 21 June 2010 for the land in this title and other property was £654,500.

## B: Proprietorship Register continued

- 3 (10.08.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.07.2012) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 completed by registration without a certificate signed by the proprietor for the time being of the estates registered under title numbers CH596568, CH384582 and CH418034 or their conveyancer that the provisions of clause 12.6.1 (c) of a Transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to that disposition.
- 5 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (10.08.2010) The land is subject to the rights reserved by a Transfer of the land in this title and other land dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airports Limited (Transferee).  
*NOTE: Copy filed under CH596568.*
- 2 (10.08.2010) UNILATERAL NOTICE in respect of a Co-operation agreement dated 21 June 2010  
.
- 3 (10.08.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL  
.
- 4 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.  
*NOTE: Charge reference CH384540.*
- 5 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 6 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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

~~MS 63576~~

ORDNANCE SURVEY  
PLAN REFERENCE

COUNTY SHEET

LANCASHIRE

NATIONAL GRID

SJ 482

SECTION

K

Scale: 1/1250

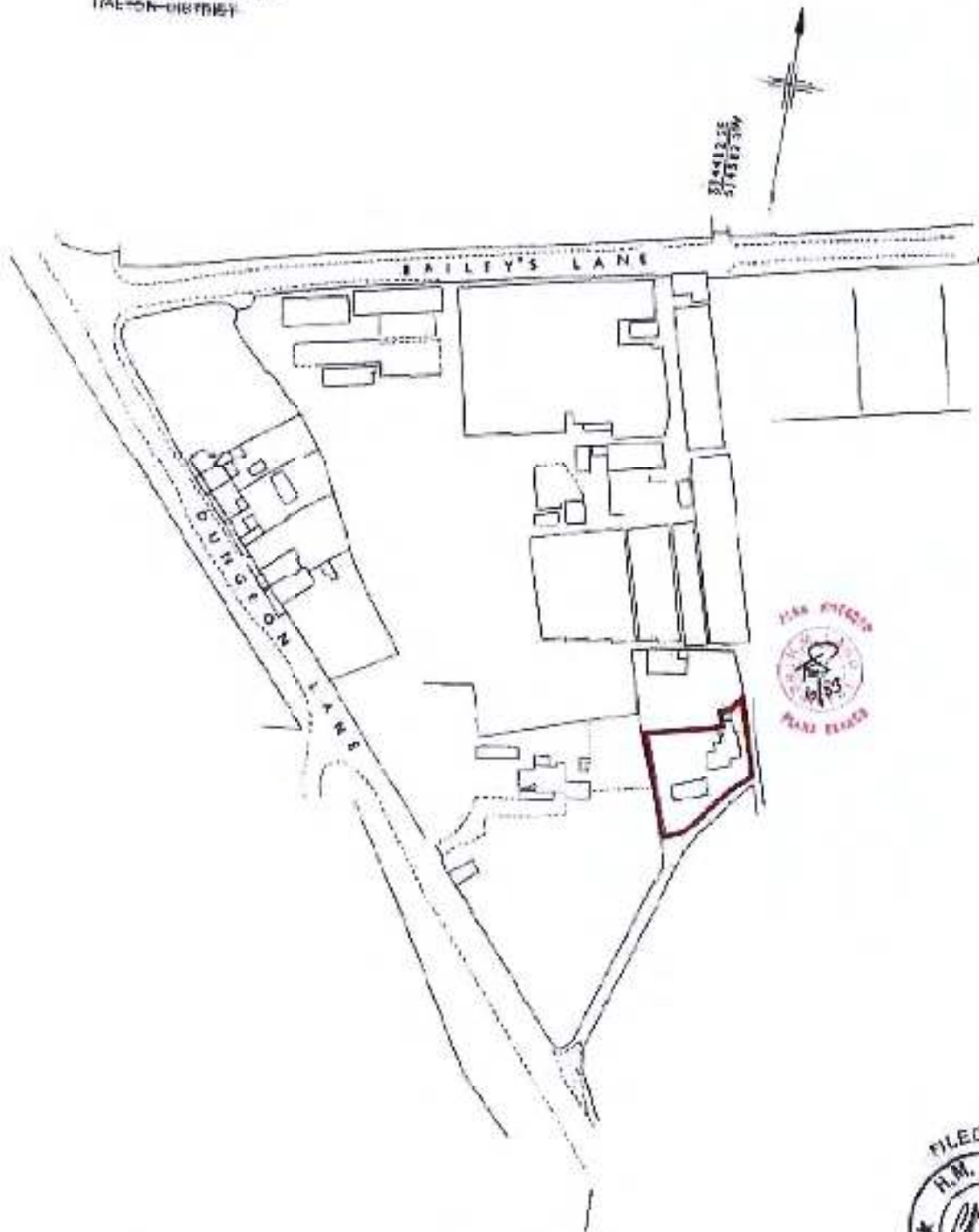
© Crown Copyright 1968.

COUNTY OF MERSEYIDE  
LIVERPOOL DISTRICT

CITY OF LIVERPOOL

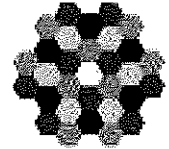
ADMINISTRATIVE AREA HALTON

COUNTY OF CHESHIRE  
HALTON DISTRICT



TITLE No. CH384582





**Official copy  
of register of  
title**

Title number CH418034

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:54.
- 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 29 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, Birkenhead Office.

## A: Property Register

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

HALTON

- 1 (22.10.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Dove & Olive Branch, Hale Road, Hale Village, Liverpool (L24 5RA).
- 2 (22.10.1997) The Deed of Exchange dated 4 April 1939 referred to in the Charges Register contains the following provision:-  
  
"PROVIDED always that the Conveyance hereby effected shall not operate to grant by way of implication or otherwise any right or easement as to light air or otherwise over or in respect of any adjoining land or in the vicinity thereof retained by or belonging to the Corporation. PROVIDED also and it is hereby agreed and declared that the Company shall not be entitled to any right of light or air to the buildings which shall be erected upon the said piece of land hereby conveyed and coloured blue on the said plan and so that any right from time to time in fact enjoyed by the Company its lessees and successors in title shall be deemed to be enjoyed by the express (but revocable) consent of the Corporation"
- 3 (10.08.2010) The Transfer dated 21 June 2010 referred to in the Charges Register contains provisions as to rights of light and air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (10.08.2010) The land has the benefit for a term of 999 years from 3 April 2000 of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.  
  
Note 1: The roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.  
  
Note: Copy filed under MS511046.
- 5 (08.02.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

Title number CH418034

## 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 (10.08.2010) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (10.08.2010) The price stated to have been paid on 21 June 2010 for the land in this title and other property was £654,500.
- 3 (10.08.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.07.2012) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 completed by registration without a certificate signed by the proprietor for the time being of the estate registered under title numbers CH596568, CH384582 and CH418034 or their conveyancer that the provisions of clause 12.6.1(c) of a Transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to that disposition.
- 5 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (22.10.1997) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 3 December 1937 made between (1) Gilbert Ireland Ireland Blackburne and others (Vendors) (2) Thomas Place (3) Roger Fleetwood Hesketh (Purchaser) and (4) Liverpool Corporation:-

EXCEPTING AND RESERVING unto the Vendors as legal rights and easements in common with the Corporation their successors in title and tenants all such rights easements quasi easements and privileges whether relative to the supply of water gas and electricity the drainage of buildings and lands the access of light and air the support of and access to buildings or otherwise as had hitherto been exercised and enjoyed by the occupiers of the adjoining or adjacent premises of the Vendors (including therein any premises of which the Vendors were the owners of the freehold reversion) while such premises had with the premises thereby conveyed been in the common ownership of the Vendors.

- 2 (22.10.1997) The land is subject to the following rights reserved by a Deed of Exchange dated 14 April 1939 made between (1) Liverpool Corporation and (2) Greenhall Whitley and Company Limited:-

"EXCEPT AND RESERVING unto the Corporation the free passage and running of water and soil from any other buildings and land belonging to the Corporation adjoining or near to the said piece of land hereby assured and coloured blue on the said plan in and through the sewers and drains made or to be made upon in or under the said piece of land but so that

## C: Charges Register continued

no unnecessary damage shall be done to the same the Corporation restoring the surface of the soil at its own cost and making compensation to the owners or occupiers for the time being thereof for any damage done and Also except and reserving unto the Corporation the full and free right to erect or raise buildings to any height it may require or think fit on the South side of the said piece of land and on the East side of Ashtons Lane, Hale aforesaid".

NOTE: The land in this title comprises the whole of the land coloured blue referred to.

- 3 (10.08.2010) The land is subject to the rights reserved by a Transfer of the land in this title and other land dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airports Limited (Transferee).

NOTE: Copy filed under CH596568.

- 4 (10.08.2010) UNILATERAL NOTICE in respect of Clause 11 of a Co-operation Agreement dated 21 June 2010.
- 5 (10.08.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.
- 6 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

- 7 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 8 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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

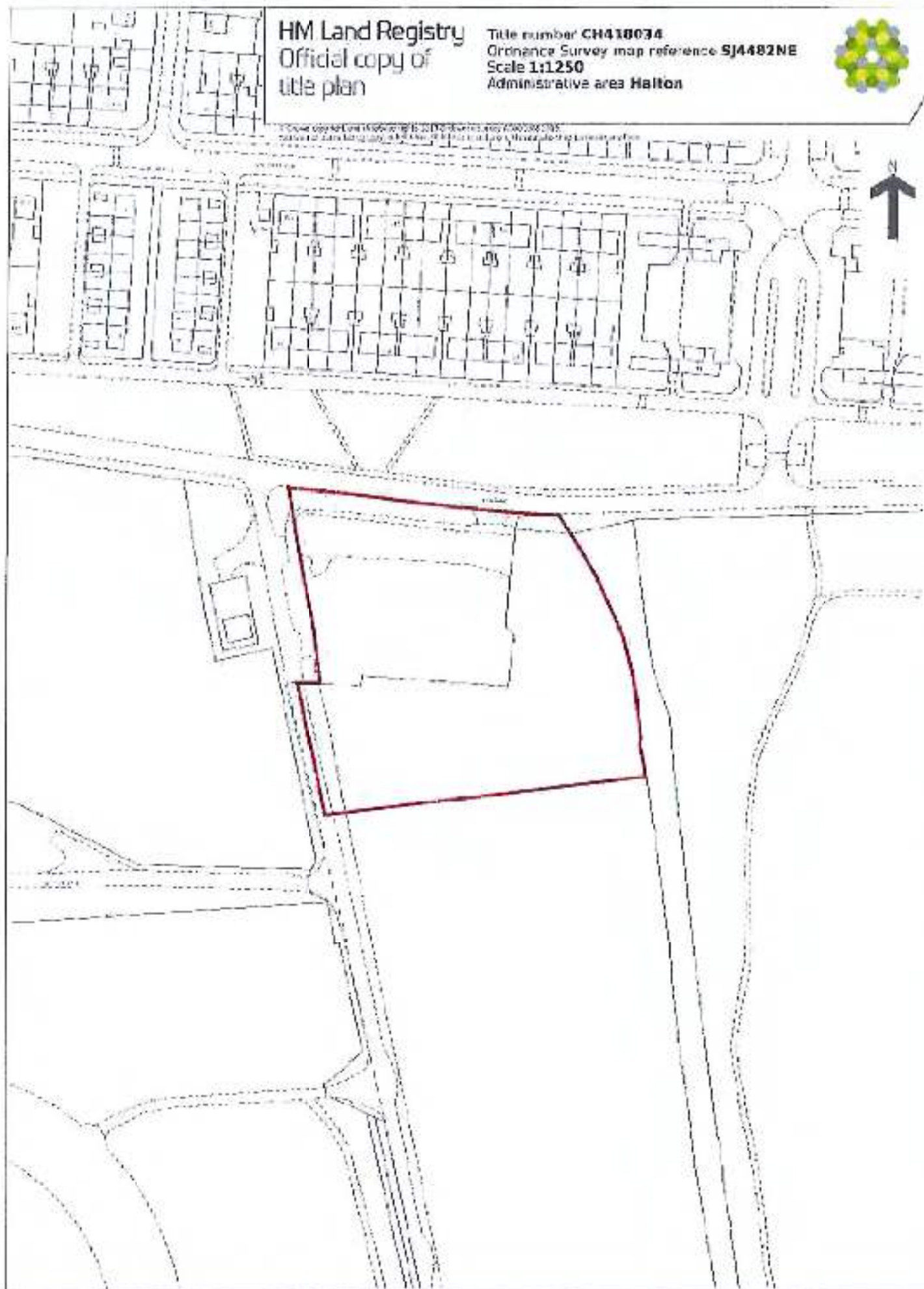
HM Land Registry  
Official copy of  
title plan

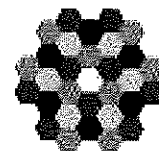
Title number **CH418034**  
Ordnance Survey map reference **SJ4482NE**  
Scale **1:1250**  
Administrative area **Halton**



This official copy is subject to the provisions of the Land Registration Act 2002 and the Land Registration Rules 2003.

This official copy is subject to the provisions of the Land Registration Act 2002 and the Land Registration Rules 2003.





**Official copy  
of register of  
title**

Title number CH577106

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:54.
- 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 29 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, Birkenhead Office.

## A: Property Register

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

HALTON

- 1 (24.07.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being land at Overton House, Bailey's Lane, Hale Village, Liverpool (L24 5RG).
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "x" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (22.07.2010) The transfer dated 21 June 2010 referred to in the Charges Register contains a provision as to light or air.

## 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 (24.07.2008) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (24.07.2008) The price stated to have been paid on 1 July 2008 was £45,000.
- 3 (11.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate



Title number CH577106

## B: Proprietorship Register continued

registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.

- 4 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (22.07.2010) The land is subject to the rights reserved by a transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

*NOTE: Copy filed under CH596568.*

- 2 (11.11.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.

- 3 (11.11.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.

- 4 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

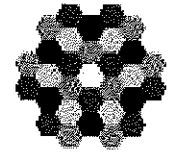
*NOTE: Charge reference CH384540.*

- 5 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 6 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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 CH577117

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:55.
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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 29 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, Birkenhead Office.

## A: Property Register

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

HALTON

- 1 (24.07.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 58 Baileys Lane, Hale Village, Liverpool (L24 5RG).
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (22.07.2010) The transfer dated 21 June 2010 referred to in the Charges Register contains a provision as to light or air.

## 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 (24.07.2008) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (24.07.2008) The price stated to have been paid on 1 July 2008 was £125,000.
- 3 (11.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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

## B: Proprietorship Register continued

certificate signed by the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.

- 4 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (22.07.2010) The land is subject to the rights reserved by a transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

*NOTE: Copy filed under CH596568.*

- 2 (11.11.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool)Limited (2)Peel Airports Limited (3)Peel Airports Property Limited and (4)Liverpool Airport Limited.

- 3 (11.11.2010) BENEFICIARY: Peel Airports (Liverppol) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.

- 4 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

*NOTE: Charge reference CH384540.*

- 5 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 6 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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.

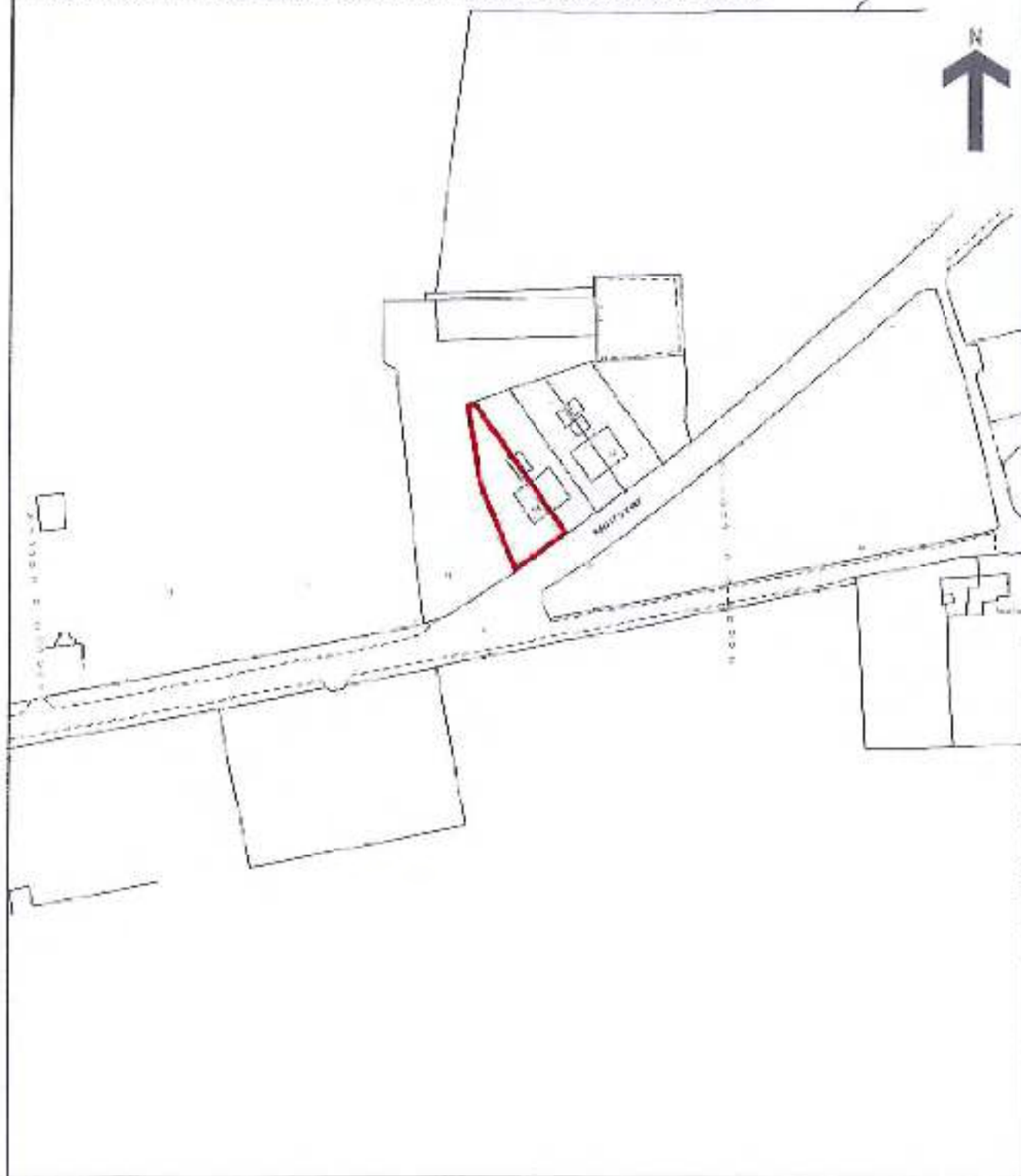
End of register

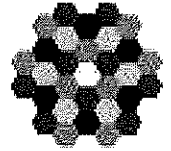
HM Land Registry  
Official copy of  
title plan

Title number **CH577117**  
Ordnance Survey map reference **SJ4582SW**  
Scale **1:1250**  
Administrative area **Halton**



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**Official copy  
of register of  
title**

Title number MS294425

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:56.
- 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 29 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, Birkenhead Office.

## A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (12.10.1989) 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 of Dunlop Road, Speke.
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Investments (North) Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 3: Copy filed under MS431117.

## 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 (12.10.1989) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, Trafford City, Manchester M41 7HA.
- 2 (22.07.2010) RESTRICTION: No disposition of the registered estate

Title number MS294425

## B: Proprietorship Register continued

(other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.

- 3 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 2 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited (Co.Regn.No 23859990 of Peel Dome, The Trafford Centre, Manchester M17 8PL.
- 3 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.

*NOTE: Copy filed.*

- 4 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.
- 5 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

*NOTE: Charge reference CH384540.*

- 6 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 7 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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

## MS 294425

ORDNANCE SURVEY  
PLAN REFERENCE

SJ4282A

SECTION

Scale  
1:2500

COUNTY MERSEYSIDE

DISTRICT LIVERPOOL

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# Official copy of register of title

Title number MS297001

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:57.
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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 29 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, Birkenhead Office.

## A: Property Register

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

MERSEYSIDE : LIVERPOOL

1 (08.07.1987) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the East Side of Speke Hall Avenue, Speke.

2 The land has the benefit of the following rights granted by a Transfer of the land in this title and other land dated 3 February 1988 made between (1) Liverpool City Council and (2) English Industrial Estates Corporation:-

"TOGETHER with the right to the free and uninterrupted passage and running of surface water from the property hereby transferred through the adjoining property retained by the transferor and any media which now or which may within the period of eighty years from the date hereof be laid therein for such purposes."

3 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 3 February 1988 made between (1) The English Industrial Estates Corporation and (2) Baltic Developments PLC:-

"Together with the right to the free and uninterrupted passage and running of surface water from the property hereby transferred through the adjoining property retained by the Transferor and any media which are now laid therein for the purposes of such drainage

There is excepted and reserved to the Transferor the free and uninterrupted passage and running of surface water from the adjoining property of the Transferee through the property hereby transferred and any media which are now laid therein for such purposes

The above property is also transferred together with the benefit (in so far as the Transferor can grant the same) of the right to the passage of electricity and telecommunications services as now enjoyed from and to the property hereby transferred through and along the wires cables and other conduits as may be appropriate to conduct the same together with the right upon reasonable prior written notice (except in emergency) to enter upon the said adjoining property retained by the Transferor for the cleansing inspection maintenance repair and

Title number MS297001

## A: Property Register continued

replacement thereof subject to the Transferee making good any damage caused thereby to the reasonable satisfaction of the Transferor provided always that such rights shall forthwith terminate upon alternative services becoming available to the Transferee which the Transferee shall use its reasonable endeavours procure as soon as reasonable practicable."

- 4 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land to the north of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 5 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Airports (North) Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 3: Copy filed under MS431117.

## 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 (27.03.1991) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (22.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 3 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 2 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited (Co.Regn.No. 2385999) of Peel Dome, The Trafford Centre, Manchester M17 8PL.
- 3 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a

Title number MS297001

## C: Charges Register continued

lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.

*NOTE: Copy filed under MS294425.*

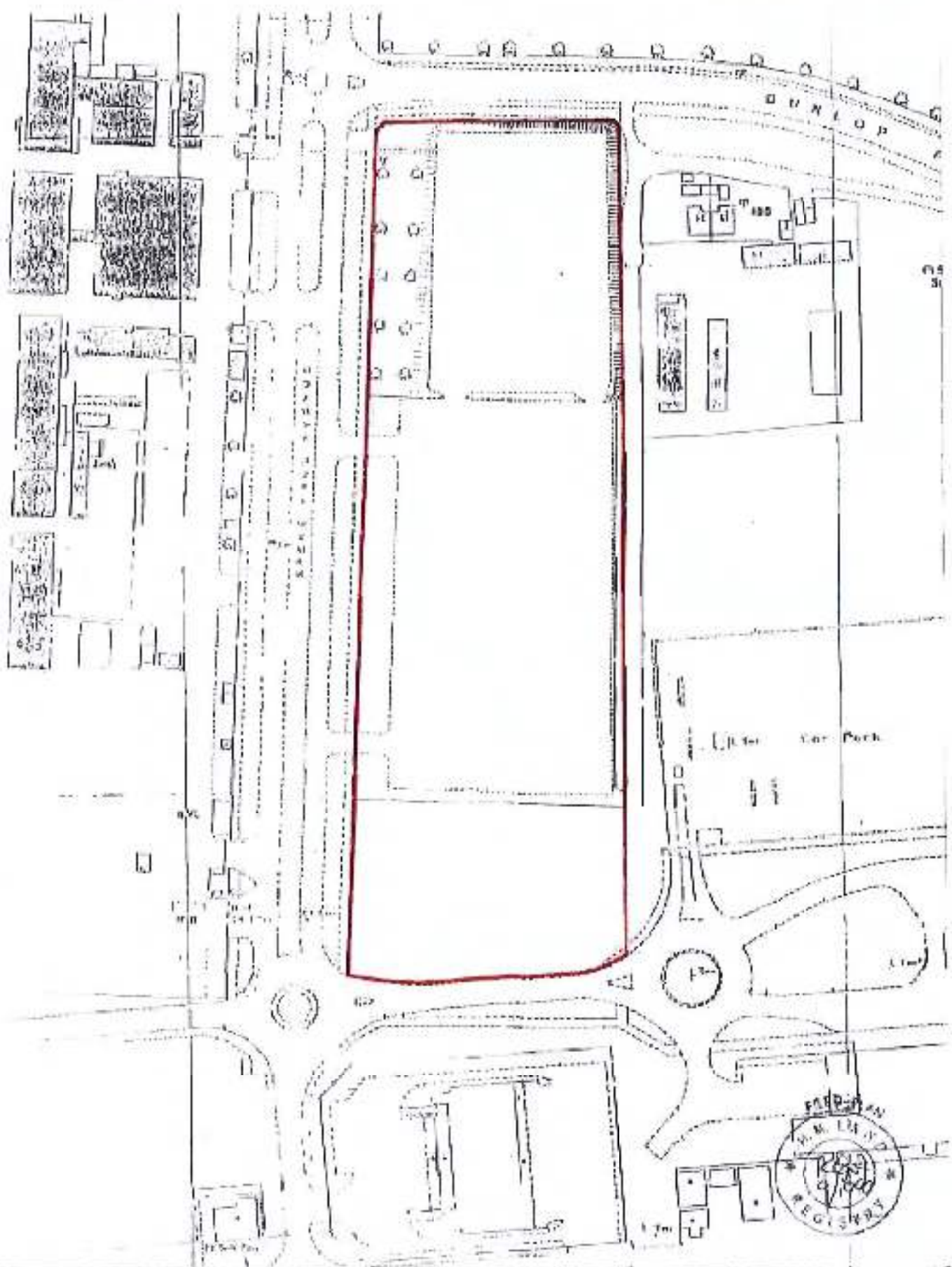
- 4 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.
- 5 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

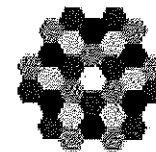
*NOTE: Charge reference CH384540.*

- 6 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 7 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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	
		<b>MS 297001</b>	
ORDNANCE SURVEY PLAN REFERENCE	SJ4282A	SECTION	Scale 1/2500
COUNTY MERSEYSIDE	DISTRICT LIVERPOOL		© Crown copyright





**Official copy  
of register of  
title**

Title number MS307564

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:57.
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- Issued on 29 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, Birkenhead Office.

## A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (02.08.1990) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Liverpool John Lennon Airport, Speke Hall Avenue, Liverpool (L24 1YD).
- 2 (02.08.1990) The land has the benefit of the following rights granted by the Transfer dated 31 May 1990 referred to in the Charges Register:-  
  
"Together with the right to maintain and replace lights and lighting gantries to serve or for the benefit of the land hereby transferred on the adjoining or neighbouring land of the Transferor ("the retained land") together with all necessary rights of access thereto over the retained land and to the rights to lay maintain and replace all cables ducts and other services serving the same and of the passage and running of electricity through the same to the said lights."
- 3 (13.05.1992) The land has the benefit of the rights granted by a Deed of Grant dated 23 May 1991 made between (1) Derek Ernest Humphries and Susan Humphries and (2) Liverpool Airport PLC.  
  
*NOTE: Copy filed.*
- 4 (22.07.1999) 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 (22.07.1999) The land in this title has the benefit of the following rights reserved by a Transfer of the land edged and numbered MS417632 in green on the filed plan dated 12 January 1998 made between (1) Liverpool Airport PLC and (2) North West Water Limited:-  
  
"The Property is transferred subject to the exceptions and reservations set out in the Schedule

### THE SCHEDULE

#### Exceptions and Reservations

1. The free and uninterrupted passage and running of water soil gas telephone electricity and other services to and from all parts of the Retained Land through any pipes wires cables or other conduits and

## A: Property Register continued

conducting media which are now or may hereafter during the period of 80 years from the date hereof (the "Perpetuity Period") be in or under or over the Property

2. The right for the Transferor its successors in title the owners and occupiers for the time being of the Retained Land or any part thereof in favour of the Retained Land and any part thereof upon reasonable previous notice being given to enter upon the Property with or without workmen materials and specialist services for the purposes of repairing maintaining renewing relaying or removing any pipes wires cables conduits and other conducting media which are now or may hereafter during the Perpetuity Period be in on under or over the Property the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

3. The right for the Transferor its successors in title the owners and occupiers for the time being of the Retained Land and any part thereof at any time hereafter to erect and maintain on any part of the Retained Land any buildings or other erections of such height or extent as the Transferor may think fit notwithstanding that access of light and air over the Property to any window or other opening in any buildings erected thereon may by such building or erection so erected be wholly or partially obstructed prejudiced reduced or interfered with (it being the intent and meaning of the parties hereto that such access of light and air however long and under whatever circumstances the same may have been enjoyed shall be deemed to have been enjoyed by the temporary and revocable licence only of the Transferor or its predecessor in title and not by virtue of any grant or prescription)

4. The right for the Transferor its successors in title the owners and occupiers for the time being of the Retained Land or any part thereof in so far only as it is necessary to do so to enter upon so much of the Property as may be necessary for the purpose of constructing decorating maintaining and repairing any walls or buildings erected or to be erected during the Perpetuity Period on the Retained Land (the person or persons so entering doing as little damage as reasonably practicable and making good any damage caused to the Property)"

6 (08.03.2004) The land tinted pink on the title plan has been added to the title.

7 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

8 (20.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between Peel Investments (North) Limited and (2) Liverpool Airport Limited.

NOTE 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

NOTE 2: Copy filed under MS431117.

9 (13.12.2010) The land has the benefit of the rights granted by a transfer of land lying to the south of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

NOTE:-Copy filed under MS575445.

10 (13.12.2010) The land has the benefit of the rights granted by a transfer of land lying to the south of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Transferor) and (2) Liverpool Airport Limited (Transferee).

Title number MS307564

## A: Property Register continued

*NOTE: Copy filed under MS575448.*

- 11 (08.02.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## B: Proprietorship Register

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

### Title absolute

- 1 (02.08.1990) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (20.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 3 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (02.08.1990) 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.*

- 2 (02.08.1990) A Transfer of the land in this title dated 31 May 1990 made between (1) Liverpool City Council (Transferor) (2) Liverpool Airport PLC (Transferee) contains the following covenants:-

"The Transferee HEREBY COVENANTS with the Transferor in manner following that is to say:-

Not at any time to use or permit to be used asbestos or asbestos related materials or compounds in connection with the repair construction or alteration of any building from time to time erected upon the property save where the use of such materials is carried out with proper regard and safety."

- 3 (02.08.1990) The Transfer dated 31 May 1990 referred to above contains the following right of pre-emption:-

"The Transferee HEREBY COVENANTS with the Transferor in manner following that is to say:-

If the Transferee should decide to sell or dispose of the whole of the property comprised herein for any purpose other than for the use as an Airport and ancillary purposes related thereto or sell or dispose of part of the said property for any purpose other than one which relates to or promotes the use of the land retained by the Transferee for airport operations and ancillary purposes then the Transferor shall

## C: Charges Register continued

have the right of purchasing the whole of the property or such part intended to be sold or disposed of

(a) In such case the Transferee shall make an offer in writing to the Transferor of its intention to sell the property and the proposed sale price and such offer shall remain open for acceptance for a period of 4 weeks from the date of the offer

(b) Until the expiration of such period of 4 weeks the Transferee shall not be at liberty to sell the property otherwise than in accordance with the Transferor's option to re-purchase unless the said offer shall in the meantime have been unconditionally declined by the Transferor in writing

(c) If such offer shall be so declined or shall be determined by lapse of time as aforesaid the Transferee may thereafter sell or dispose of the property

(d) If the Transferor shall before the expiration of the said period of 4 weeks in writing accept such offer the Transferee shall resell the property to the Transferor

(e) If the Transferor shall before the expiration of the said period of 4 weeks in writing notify the Transferee of its wish to exercise its right to re-purchase but not at the price notified in the Transferee's offer then the Transferor shall make a counter-offer with its notice. If the Transferee does not accept such counter-offer and the parties do not reach agreement without four weeks of the Transferor's notice and counter-offer then the matter shall be referred to arbitration in accordance with sub clause 1(f) hereof

(f) Upon the sale price being referred to arbitration the valuation shall be the full open market value having regard to redevelopment potential at the date of the offer or valuation as hereinafter provided. The sale price on the basis as aforesaid shall be determined by an independent arbitrator appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors. The arbitrator shall act as an arbitrator not an expert. The Transferor and the Transferee shall make their respective submission to the arbitrator within 14 days of his appointment and the arbitrator shall complete his valuation and advise both parties of his decision within 14 days of receipt of the last said submission. If one or both of the parties should not make its submission to the arbitrator within the said period of 14 days then the arbitrator shall complete his valuation within 28 days of his appointment. If necessary for whatever reason the President shall have power to appoint another (as often as necessary) either on his own motion or an application of either party. Within seven days of the arbitrator issuing his valuation the Transferor shall notify the Transferee of either (i) its willingness to proceed upon such valuation in which case the sale shall be completed in accordance with sub clause (g) hereof or (ii) its withdrawal from negotiation in which case the Transferee shall be immediately released from its covenant. The arbitrator's costs shall be met by the parties in equal shares or such portions as the arbitrator sees fit to apportion. For all purposes of this clause time shall be of the essence

(g) The purchase shall be completed at the offices of the Transferee or its Solicitor within four weeks of the Transferor notifying the Transferee that it is willing to proceed upon the arbitrator's valuation in accordance with sub clause 1(f) hereof and the purchase money shall be paid within four weeks of the parties reaching agreement in accordance with sub clause 1(e) hereof or the Transferor accepting the offer in accordance with sub clause 1(d) hereof

(h) Law Society Conditions of Sale (in their then current edition) shall apply to the resale. In the event of there being no such current conditions the last published conditions shall apply

(i) An offer under this clause shall be sufficiently made if delivered at or sent by prepaid registered post to the City Solicitor Liverpool City Council PO Box 88 Municipal Buildings Liverpool L69 2DH and such offer shall be deemed to have been made at the time of such delivery or



## C: Charges Register continued

posting

(j) An acceptance under this clause shall be sufficiently made if delivered or sent by prepaid registered post to the Registered Office of the Transferee or to the office of its Solicitor for the time being and such acceptance shall be deemed to have been made at the time of such delivery or posting

(k) Provided always that this clause shall not apply to any disposal by way of mortgage or charge."

- 4 (22.07.1999) The land in this title is subject to the rights granted by a Deed of Easement dated 12 January 1998 made between (1) Liverpool Airport PLC and (2) North West Water Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under MS417632.*

- 5 (16.04.2004) UNILATERAL NOTICE affecting Unit SA3.1A and Unit RL3.19, Level 3, Passenger Terminal Building in respect of two Leases dated 20 February 2004 made between (1) Liverpool Airport PLC and (2) Boots The Chemists Limited.

*NOTE: Copy leases filed.*

- 6 (16.04.2004) BENEFICIARY: Boots The Chemists Limited (Co. Regn. No. 00928555) of Boots Legal Services, D90 East SO9, Nottingham, NG90 1BS.

- 7 (18.11.2005) The land is subject for a term of 15 years from the 30 September 2005 to the rights granted by an Agreement dated 30 September 2005 made between (1) Liverpool Airport Plc and (2) Vodafone Limited.

*NOTE:-Copy filed.*

- 8 (17.01.2006) UNILATERAL NOTICE affecting retail unit RL3.4 shown edged and numbered 1 in yellow on the title plan and storage area SL3.2 shown edged and numbered 2 in yellow on the title plan in respect of a lease dated 8 December 2005 for 5 years from 2 December 2005 and the rights for the use of service media, rights of support and shelter, rights of way affecting the common areas of the passenger terminal and rights over the external parts of the airport for use by passengers and the public granted by the lease.

- 9 (17.01.2006) BENEFICIARY: Tates Limited (Co. Regn. No. 149518) of Long Acre Industrial Estate, Rosehill, Willenhall, West Midlands, WV13 2JP.

- 10 (24.05.2007) UNILATERAL NOTICE affecting the land edged and numbered 4 in yellow on the title plan in respect of a Lease dated 16 May 2007 between (1) Liverpool Airport PLC and (2) Easyjet Airline Company Limited.

- 11 (24.05.2007) BENEFICIARY: EASYJET AIRLINE COMPANY LIMITED of Easyland, Luton International Airport, Luton, Bedfordshire LU2 9LS.

- 12 (11.11.2008) The land is subject to the easements granted by a lease dated 16 September 2008 made between (1) Liverpool Airport plc and (2) Caterleisure Limited trading as Skylines of Units RL3.10 and RL3.11 for a term of 3 years from 5 September 2008

*NOTE: Copy filed.*

- 13 (23.12.2008) An Agreement dated 22 December 2008 made between (1) Liverpool Airport Plc and (2) United Utilities Water PLC relates to the erection of a building over a public sewer.

*NOTE: Copy filed.*

- 14 (06.02.2009) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

*NOTE: The heading to the schedule should be read as it it said "Schedule of notices of leasehold easements"*

## C: Charges Register continued

- 15 (23.12.2009) The lease of a hotel lying to the east of Speke Hall Avenue dated 30 November 2009 made between (1) Liverpool Airport PLC and (2) Liverpool Airport Hotel Limited referred to in the schedule of leases hereto contains restrictive covenants by the landlord.
- 16 (20.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 17 (20.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, the Trafford Centre, Manchester, M17 8PL.
- 18 (21.07.2010) UNILATERAL NOTICE affecting Unit RA2.35, Passenger Terminal Building in respect of an agreement for lease dated 8 June 2010.
- 19 (21.07.2010) BENEFICIARY: Fast and Fresh (Restaurants) Limited of Unit A22 Red Scar Business Park, Longridge Road, Preston PR2 5NA.
- 20 (18.08.2010) UNILATERAL NOTICE affecting RL1.50, Passenger Terminal Building in respect of a lease dated 11 June 2010.
- NOTE: Copy filed.*
- 21 (18.08.2010) BENEFICIARY: JLA Airside Limited (Co. Regn. No. 06803408) of Echelon, Huyton Business Park, Wilson Road, Huyton L36 6AD.
- 22 (19.11.2010) UNILATERAL NOTICE affecting RA3.17-3.19 and SA3.17 in respect of an agreement for lease dated 2 June 2010.
- 23 (19.11.2010) BENEFICIARY: City Centre Restaurants (UK) Limited (Co. Regn. No. 894426) of Marshalsea Road, London SE1 1EP.
- 24 (03.06.2011) A lease dated 24 May 2011 of Units RA3.17-3.19 and Storage Unit SA3.17 (Level 3) from 2 July 2010 to 1 July 2020 made between (1) Liverpool Airport Limited and (2) City Centre Restaurants (UK) Limited trading as Frankie & Benny's contains restrictive covenants by the landlord affecting the land edged and numbered 15 and 16 in blue on the supplementary plan to the title plan.
- NOTE: Tenants title registered under MS584662.*
- 25 (20.12.2013) The land is subject to the easements granted by a lease dated 27 April 2011 of Plot 2 at The Liverpool John Lennon Airport for a term of 6 years from and including 1 April 2009
- NOTE: Copy filed under MS321998.*
- 26 (15.05.2015) A lease dated 25 February 2015 of Unit RA3.17-3.19 and Storage Unit SA3.17 (Level 3) from 2 July 2020 to 1 July 2022 made between (1) Liverpool Airport Limited and (2) The Restaurant (UK) Limited contains restrictive covenants by the landlord affecting the land edged and numbered 15 and 16 in blue on the supplementary plan to the title plan.
- NOTE: Tenants title registered under MS622036.*
- 27 (30.12.2015) By a Deed dated 14 December 2015 made between (1) Liverpool Airport Limited and (2) Liverpool Airport Hotel Limited the terms of the lease dated 30 November 2009 of The Hotel referred to in the schedule of leases hereto were varied.
- NOTE: Copy Deed filed under MS570024.*
- 28 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.
- NOTE: Copy filed under MS294425.*
- 29 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.

## C: Charges Register continued

- 30 (21.05.2018) The land is subject to any rights that are granted by a Deed dated 18 May 2018 made between (1) Liverpool City Council (2) Liverpool Airport Limited and (3) SP Manweb plc and affect the registered land.  
The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CH596568.*

- 31 (04.06.2018) By a Deed dated 31 May 2018 made between (1) Liverpool Airport Limited and (2) The Restaurant Group (UK) Limited the terms of the lease dated 24 May 2011 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under MS584662.*

- 32 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of a Transmitting Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 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 14 August 2015 of the landlords title number MS307564 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 MS563146.*

- 33 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of Roof top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 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 14 August 2015 of the landlords title number MS307564 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 MS563012.*

- 34 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of Roof Top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 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 14 August 2015 of the landlords title number MS307564 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 MS563018.*

- 35 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of Roof Top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 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 14 August 2015 of

## C: Charges Register continued

the landlords title number MS307564 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 MS562987.*

- 36 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of Roof Top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlords title number MS307564 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 14 August 2015 of the landlordss title number MS307564 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 MS563022.*

- 37 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of the Roof Top Transmitting Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlord's title number MS307564 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 14 August 2015 of the landlord's title number MS307564 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 MS563023.*

- 38 (10.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and (2) Telecommunications Wireless And Infrastructure Services Limited the terms of the lease dated 4 March 2009 of the Roof Top Transmission Station referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charge dated 21 June 2010 of the landlord's title number MS307564 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 14 August 2015 of the landlord's title number MS307564 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 MS563024.*

- 39 (30.05.2019) The land is subject to the easements granted by a lease of land on the south side of Hale Road dated 22 May 2019 made between (1) Liverpool Airport Limited (2) Legacy 500 Limited and (3) T. J. Morris Limited for a term of 99 years from and including 22 May 2019.

*NOTE: Copy filed under MS669856.*

- 40 (13.03.2020) UNILATERAL NOTICE affecting part of the second floor, the Old Control Tower in respect of a Lease dated 20 June 2019 made between (1) Liverpool Airport Limited and (2) Swissport GB Limited for a term of 5 years from 18 June 2019.

*NOTE: Copy filed.*

- 41 (13.03.2020) BENEFICIARY: Swissport GB Limited (Co. Regn. No. 509585) of Swissport House, Hampton Court, Manor Park, Runcorn, Cheshire WA7 1TT.

- 42 (20.11.2020) The parts of the land affected thereby are subject to the easements granted by a lease of part of the second floor of the Old Control Tower dated 20 June 2019 for a term from 18 June 2019 until 17

Title number MS307564

## C: Charges Register continued

June 2024.

*NOTE: Copy filed.*

43 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

*NOTE: Charge reference CH384540.*

44 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

45 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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 leases of easements

1 Benefiting land : RL1.1, RA2.32, RA2.27 and RL3.22

Title Number of

benefiting land : NOT REGISTERED

Date of lease : 13 June 2008

Term of lease : 7 years from 12.6.2008

Registration date: 06.02.2009

*NOTE: Copy filed*

2 Benefiting land : Unit RL1.47

Title Number of

benefiting land : NOT REGISTERED

Date of lease : 7 October 2010

Term of lease : 6 years from and including 7 October 2010

Registration date: 06.07.2011

*NOTE: Copy filed under MS447440.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	02.08.1990 1	land and buildings being the site of a Gas Governor, Link Road.	26.10.1984 99 years from 1.8.1983	MS669233
2	24.07.2003 3	Emerald Airways operational site	10.07.2003 99 years from 1.6.1993	MS475313
3	24.02.2005 4	Unit RL3.25 (Level 3), Passenger Terminal Building.	27.01.2005 10 years from 17.12.2004	MS503302
4	06.09.2005	Units Level 1 landside:1LR1.8;1LR1.18-1LR .- from 1.1.2005 1.20;Level 3 landside:3RL3.26; and Baggage Reclaim:RA.1.2 within the passenger terminal building	10.06.2005 from 1.1.2005 until 31.12.2010	
		<i>NOTE: No copy of the Lease referred to is held by Land Registry.</i>		
5	25.06.2007	Unit RA 2.5;RA 2.6;RA 2.7 and RA 2.8 within the passenger terminal building	15.03.2007 from 15/03/2007 to 14/03/2014	
6	20.08.2007 Edged and numbered 5 in blue	Unit RA2.20 Level 2 Passenger Terminal Building	14.08.2007 From 10.5.2007 to 9.5.2017	MS541458

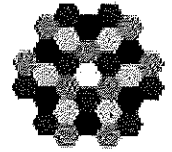
## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
7	08.10.2007	Units RA2.21, RA2.22 and RA2.23 Level 2 Passenger Terminal	06.09.2007 From 15.3.2007 to 14.3.2014	
8	25.09.2008 9	Unit RL1.14-RL1.17 (Level 1) Passenger Terminal Building	16.09.2008 from 21.04.2008 to 20.04.2018	MS557690
9	30.03.2009 11	Transmission station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS563012
	NOTE: See the entry in the Charges Register relating to the Deed of Variation dated 29 April 2019.			
10	30.03.2009 12	Transmission station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS563018
	NOTE: See the entry in the Charges Register relating to the Deed of Variation dated 29 April 2019.			
11	30.03.2009 10	Transmission Station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS562987
	NOTE: See the entry in the Charges Register relating to the Deed of Variation dated 29 April 2019.			
12	30.03.2009 7	Transmitting Station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS563022
	NOTE: See the entry in the Charges Register relating to the Deed of Variation dated 29 April 2019.			
13	03.04.2009 13	Transmitting Station	04.03.2009 80 years from 4.3.2009	MS563146
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 29 April 2019			
14	30.03.2009 8	Transmitting Station (part of rooftop only)	04.03.2009 80 years from 4.3.2009	MS563023
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 29 April 2019.			
15	30.03.2009 Edged and numbered 6 in blue	Transmitting Station (Part of Roof Top only)	04.03.2009 80 years from 4.3.2009	MS563024
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 29 April 2019.			
16	10.07.2009 11	transmitting station (part of rooftop only)	13.06.2009 10 years from 8.3.2008	MS565523
	NOTE: During the subsistence of this lease, the lease dated 4.3.2009 and registered under title MS563012 referred to above takes effect as an underlease.			
17	23.12.2009 Edged and numbered 14 in blue (part of)	Hotel lying to the east of Speke Hall Avenue (Part of car park levels 1-5 and hotel levels 2-7)	30.11.2009 from 14.9.2009 to 13.9.2134	MS570024
	NOTE 1: See entry in the Charges Register relating to landlords restrictive covenant			
	NOTE 2: See entry in the Charges Regsiter relating to a Deed of Variation dated 14 December 2015.			
18	15.06.2011 15 : 16	Unit RA3.17-3.19 and Storage Unit SA3.17 (Level	24.05.2011 From	MS584662

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
		3)	02.07.2010 to 01.07.2020	
	NOTE 1: See entry in the Charges Register relating to landlords restrictive covenants.			
	NOTE 2: See entry in the Charges Register relating to a Deed of variation dated 31 May 2018.			
19	10.04.2013	Unit RA2.35 (level 2) edged & numbered 6 in yellow	13.03.2013 from 1.3.2013 to 29.2.2020	
	NOTE: The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law			
20	10.04.2013	Units RL1.14-1.17 & seating area (level 1) edged & numbered 9 in blue	13.03.2013 from 1.3.2013 to 29.2.2020	
	NOTE: The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law;			
21	15.05.2015	Unit RA3.17-3.19 and Storage Unit SA3.17 (Level 15 :16)	25.02.2015 2 years from and including 02.07.2020 expiring on but including 01.07.2022	MS622036
	NOTE 1: This is a reversionary lease.			
	NOTE 2: See entry in the Charges Register relating to landlords restrictive covenants.			
22	25.01.2018	Engineering, Crew Room and Storage facility, Unit 38b edged and numbered 17 in blue (part of)	25.01.2018 5 years from 25.1.2018	
	NOTE: Copy Lease filed under MS294425			
23	20.03.2018	land at John Lennon Airport edged and numbered 18 in blue (part of)	14.03.2018 from 05.03.2018 to 04.03.2028	MS654133

End of register



**Official copy  
of register of  
title**

Title number MS402558

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:58.
- 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 29 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, Birkenhead Office.

**A: Property Register**

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

MERSEYSIDE : LIVERPOOL

- 1 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 Speke Hall Avenue, Liverpool.
- 2 The land has the benefit of the following rights granted by a Transfer of the land in this title and other land dated 3 February 1988 made between (1) Liverpool City Council and (2) English Industrial Estates Corporation:-  
  
"TOGETHER with the right to the free and uninterrupted passage and running of surface water from the property hereby transferred through the adjoining property retained by the transferor and any media which now or which may within the period of eighty years from the date hereof be laid therein for such purposes."
- 3 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 3 February 1988 made between (1) The English Industrial Estates Corporation and (2) Baltic Developments PLC:-  
  
"Together with the right to the free and uninterrupted passage and running of surface water from the property hereby transferred through the adjoining property retained by the Transferor and any media which are now laid therein for the purposes of such drainage  
  
There is excepted and reserved to the Transferor the free and uninterrupted passage and running of surface water from the adjoining property of the Transferee through the property hereby transferred and any media which are now laid therein for such purposes  
  
The above property is also transferred together with the benefit (in so far as the Transferor can grant the same) of the right to the passage of electricity and telecommunications services as now enjoyed from and to the property hereby transferred through and along the wires cables and other conduits as may be appropriate to conduct the same together with the right upon reasonable prior written notice (except in emergency) to enter upon the said adjoining property retained by the Transferor for the cleansing inspection maintenance repair and



## A: Property Register continued

replacement thereof subject to the Transferee making good any damage caused thereby to the reasonable satisfaction of the Transferor provided always that such rights shall forthwith terminate upon alternative services becoming available to the Transferee which the Transferee shall use its reasonable endeavours procure as soon as reasonably practicable."

- 4 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "x" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 5 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between Peel Investments (North)Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 3: Copy filed under MS431117.

## 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 (07.12.1998) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (07.12.1998) 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 (22.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 A Transfer of land lying to the east of the land in this title dated 8 May 1989 made between (1) Baltic Developments PLC (2) National Car Parks Limited contains the following covenants by the Transferor:-

"THE Transferor HEREBY COVENANTS with the Transferee so as to bind the remainder of the land now comprised in Title Number MS267518 ("the

## C: Charges Register continued

Retained Land") that it will not use or permit the Retained Land or any part thereof to be used for vehicle parking (whether for private cars or commercial vehicles) save for the provision of private car and commercial vehicle parking for which no charges are directly levied ancillary to any office hotel industrial unit or other development erected on the Retained Land or any part thereof within the period of eighty years from the date hereof for owners or occupiers thereof or their tenants invitees or licensees whilst on the Retained Land"

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

- 2 The land is subject, for the term of 250 years from 25 December 1988, to the following rights granted by a Lease of the land adjoining the most Northerly boundary of the land in this Title dated 31 March 1989 made between (1) Baltic Developments PLC and (2) Basilgreen Limited:-

"The right (insofar as the Landlord has power to grant the same) for the Tenant in common with the Landlord any superior landlord those authorised by either of them and all others having the same right

1.1 Of free and uninterrupted passage of services and facilities through the Conduits which are now or may at any time within the period of eighty years from the date hereof be in the Estate and serve the Demised Premises

1.2 The right to enter the Landlord's adjoining premises for the purposes of repairing maintaining and renewing all conduits serving the Demised Premises subject to the Tenant making good to the Landlord's satisfaction all damage caused in the exercise of such right

2. Subject to the provisions of Clause 6.4.1. hereof the right at all times to pass and repass

2.1 With or without vehicles over any roads or ways which are now or may at any time within the period of eighty years from the date hereof be constructed over and upon the Estate

2.2 On foot only over the paths or ways which are now or may at any time within the period of eighty years hereof be constructed over or upon the Estate

and which give access from the Demised Premises to the public highway."

- 3 (06.09.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.

NOTE: The heading to the schedule should read as if it said "Schedule of notices of leasehold easements"

- 4 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.

- 5 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester, M17 8PL.

- 6 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.

NOTE: Copy filed under MS294425.

- 7 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.

- 8 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

Title number MS402558

## C: Charges Register continued

- 9 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 10 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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 leases of easements

- 1 Benefiting land : Units Level 1 landside: 1LR1.8;1LR1.18-1LR.1.20;Level  
3 landside:3RL3.26;and Baggage Reclaim:RA.1. 2  
within the terminal building
- Title Number of  
benefiting land : not registered  
Date of lease : 10 June 2005  
Term of lease : from 1.1.2005 until 31.12.2010  
Registration date: 06.09.2005  
*NOTE: Copy filed under MS297001*

End of register

H.M. LAND REGISTRY

TITLE NUMBER

MS315057

ORDNANCE SURVEY  
PLAN REFERENCE

SJ4282

SECTION

Scale  
1/2500

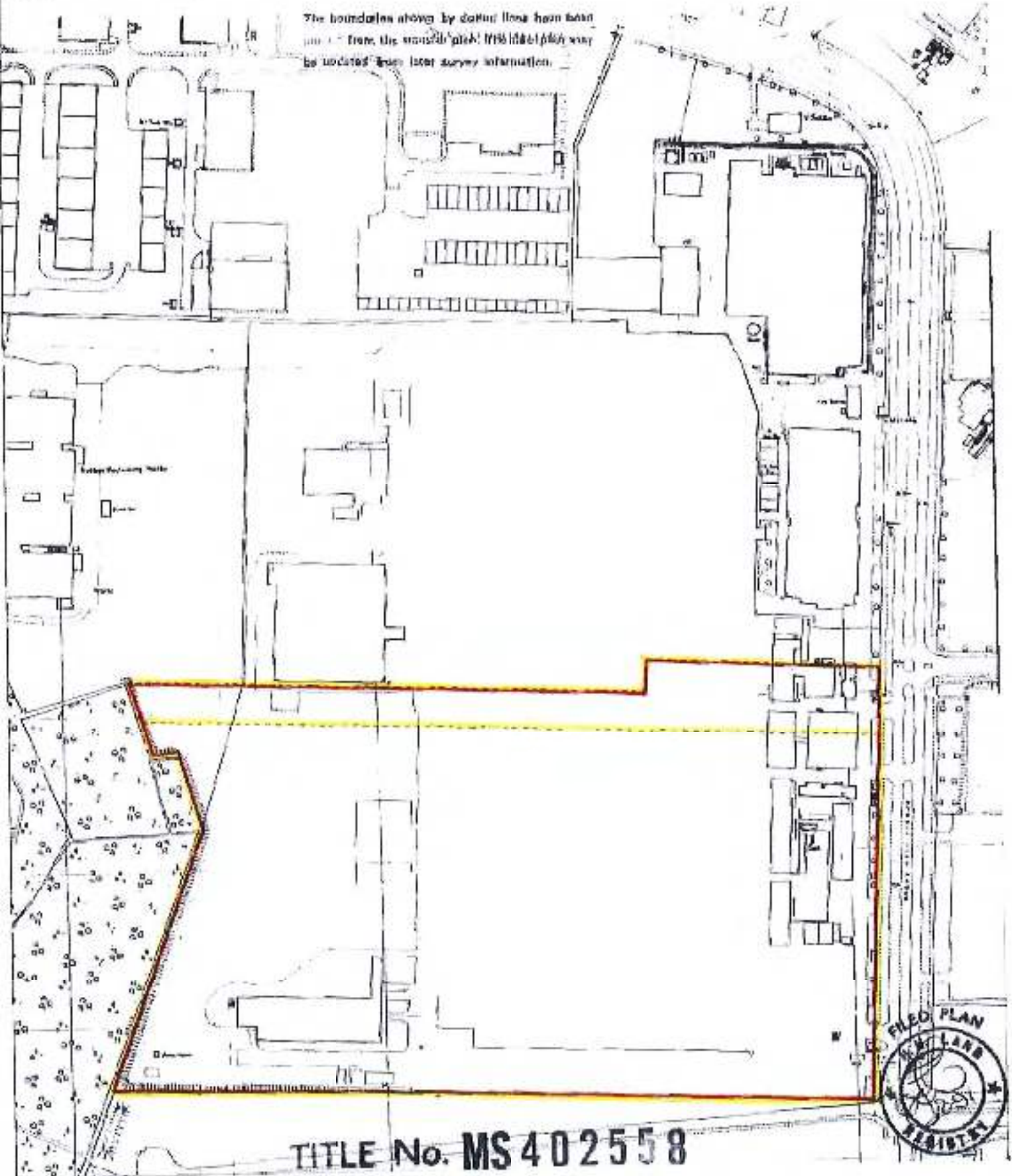
COUNTY MERSEYSIDE

DISTRICT LIVERPOOL

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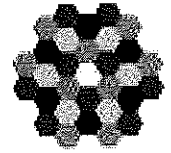


The boundaries shown by dotted lines have been  
derived from the original plan. This title plan may  
be updated from later survey information.



TITLE No. MS 402558





## Official copy of register of title

Title number MS447440

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:19:00.
- 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 29 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, Birkenhead Office.

### A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (31.08.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being LAND AT Speke Hall Avenue, Liverpool Airport, Liverpool.
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land to the north west of the letter "x" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (20.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between Peel Investments (North) Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

-Note 2: Copy filed under MS431117.

### 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 (31.08.2001) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (31.08.2001) The price stated to have been paid on 16 August 2001 was

## B: Proprietorship Register continued

£10,000.

- 3 (20.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (31.08.2001) A Transfer of the land in this title dated 16 August 2001 made between (1) Liverpool City Council (Transferor) and (2) Liverpool Airport PLC (Transferee) contains the following covenants:-  
  
"The Transferee covenants with the Transferor not to use the property other than for means of access to and egress from Liverpool Airport....."
- 2 (13.10.2003) The land is subject to the rights granted by a Deed of Grant dated 10 October 2003 made between (1)Liverpool Airport PLC and (2) Transco PLC.  
  
The said Deed also contains restrictive covenants by the grantor.  
  
*NOTE: Copy filed.*
- 3 (16.04.2004) UNILATERAL NOTICE affecting Unit SA3.1A and Unit RL3.19, Level 3, Passenger Terminal Building in respect of two Leases dated 20 February 2004 made between (1) Liverpool Airport PLC and (2) Boots The Chemists Limited.  
  
*NOTE: Copy leases filed under MS307564.*
- 4 (16.04.2004) BENEFICIARY: Boots The Chemists Limited (Co. Regn. No. 00928555) of Boots Legal Services, D90 East SO9, Nottingham, NG90 1BS.
- 5 (08.04.2005) The land in this title is subject to rights of way granted by retail leases in the Passenger Terminal Building at Liverpool Airport.
- 6 (06.09.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.  
  
*NOTE: The heading to the schedule should be read as it it said "Schedule of notices of leasehold easements"*
- 7 (20.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 8 (20.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited of Peel Dome, The Trafford Centre, Manchester M17 8PL.
- 9 (15.06.2011) The land is subject to the rights granted by a Lease of Units RA3.17-3.19 and Storage Unit SA3.17 (Level 3) Passenger Terminal Building dated 24 May 2011 made between (1) Liverpool Airport Limited and (2) City Centre Restaurants (UK) Limited Trading As Frankie & Benny's.

## C: Charges Register continued

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under MS584662.*

- 10 (28.09.2015) The land is subject to the rights granted by a Lease of Units RA3.17-3.19 and Storage Unit SA3.17 (Level 3) Passenger Terminal Building dated 25 February 2015 for a term of 2 years from and including 2 July 2020 made between (1) Liverpool Airport Limited and (2) The Restuarant Group (UK) Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under MS622036.*

- 11 (25.01.2018) UNILATERAL NOTICE in respect of easements granted in a lease dated 25 January 2018 made between (1) Liverpool Airport Limited and (2) Blue Air Airline Management Solutions SRL for a term of 5 years from 25 January 2018 and ending on 24 January 2023.

*NOTE: Copy filed under MS294425.*

- 12 (25.01.2018) BENEFICIARY: Blue Air Airline Management Solutions SRL (incorporated in Romania) care of Hill Dickinson LLP, The Broadgate Tower, 20 Primrose Street, London EC2A 2EW.

- 13 (20.03.2018) The land is subject to the rights granted by a lease of land at John Lennon Airport, Speke Hall Avenue dated 14 March 2018 made between (1) Liverpool Airport Limited and (2) XLR Executive Jet Centres Limited for a term commencing on 5 March 2018 to 4 March 2028.

*NOTE: Copy lease filed under MS654133.*

- 14 (20.11.2020) The parts of the land affected thereby are subject to the easements granted by a lease of part of the second floor of the Old Control Tower dated 20 June 2019 for a term from 18 June 2019 until 17 June 2024.

*NOTE: Copy filed under MS307564.*

- 15 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

*NOTE: Charge reference CH384540.*

- 16 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 17 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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 leases of easements

- 1 Benefiting land : Units Level 1 landside: 1LR1.8;1LR1.18-1LR.1.20;Level 3 Landside: 3RL3.26; and Baggage Reclaim: RA 1.2 within the passenger terminal building  
Title Number of benefiting land : NOT REGISTERED 1  
Date of lease : 10 June 2005  
Term of lease : from 1 January 2005 until 31 December 2010  
Registration date: 06.09.2005  
*NOTE: Copy filed under MS297001.*
- 2 Benefiting land : Units RA2.5 ra2.6 RA2.7 and RA2.8 (level 2) within the passenger terminal building at Liverpool John Lennon  
Date of lease : 15 March 2007  
Term of lease : from 15.03.2007 to 14.03.2014  
Registration date: 25.06.2007





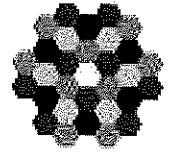
HM Land Registry  
Official copy of  
title plan

Title number **M5447440**  
Ordnance Survey map reference **SJ4282NE**  
Scale **1:1,250**  
Administrative area **Merseyside - Liverpool**



Order Details: This is an official copy of the title plan. It is not a substitute for a physical copy of the title plan. It is not a substitute for a physical copy of the title plan. It is not a substitute for a physical copy of the title plan.





**Official copy  
of register of  
title**

Title number MS517785

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:19:01.
- 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 29 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, Birkenhead Office.

## A: Property Register

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

MERSEYSIDE : LIVERPOOL

- 1 (03.02.2006) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Pegasus Hotel, Hale Road, Speke, Liverpool (L24 1UQ).
- 2 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 3 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Investments (North) Limited and (2) Liverpool Airport Limited.

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 3: Copy filed under MS431117.

## 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 (03.02.2006) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, Trafford City, Manchester M41 7HA.
- 2 (03.02.2006) The price stated to have been paid on 6 December 2005 was

Title number MS517785

## B: Proprietorship Register continued

£578,750.

- 3 (22.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 2 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited (Co.Regn.No 2385999) of Peel Dome, The Trafford Centre, Manchester, M17 8PL.
- 3 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.  
  
NOTE: Charge reference CH384540.
- 4 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 5 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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.

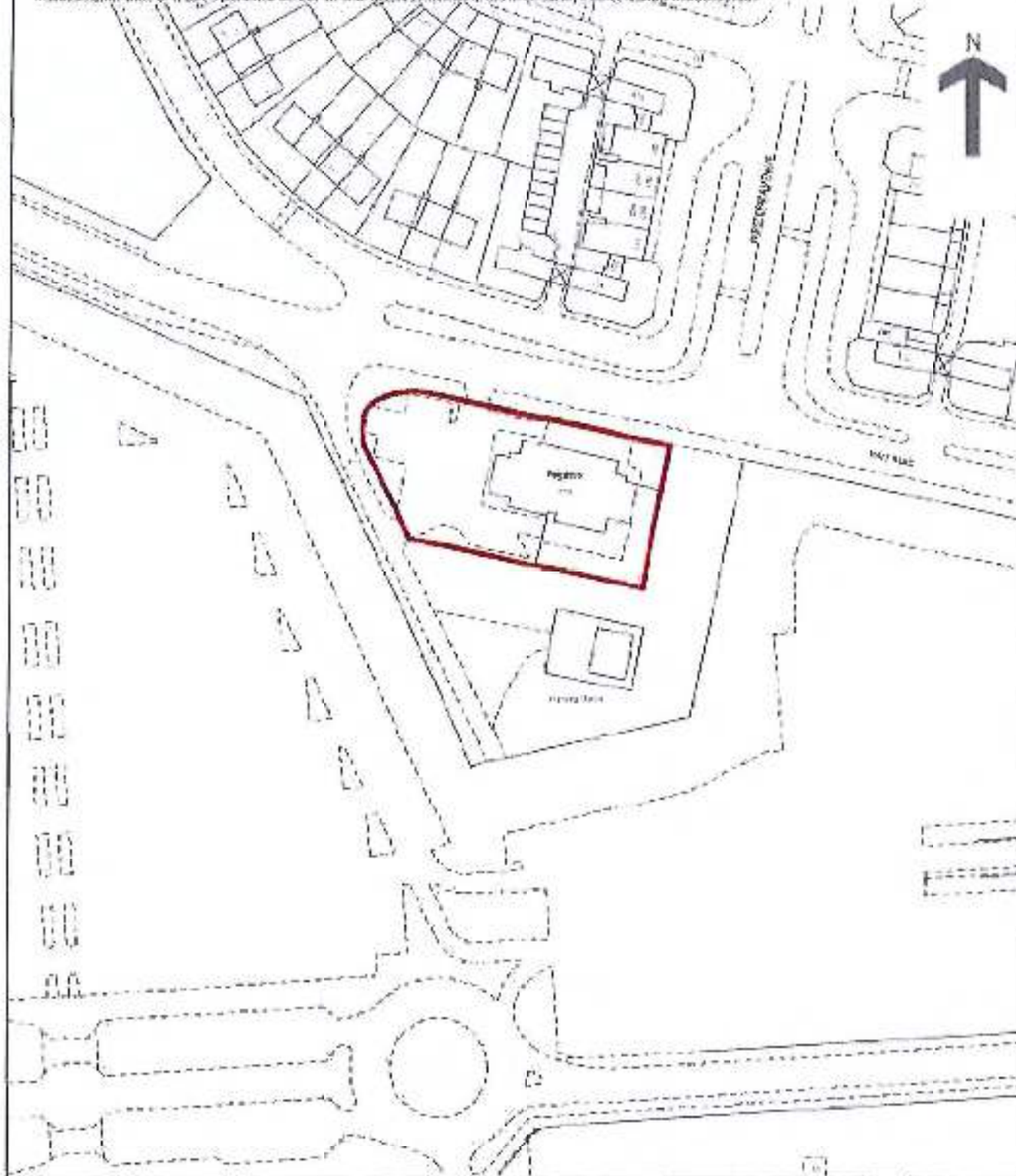
End of register

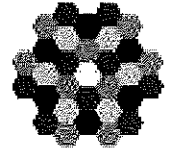
HM Land Registry  
Official copy of  
title plan

Title number **M5517785**  
Ordnance Survey map reference **SJ4382NW**  
Scale **1:1250**  
Administrative area **Merseyside : Liverpool**



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**Official copy  
of register of  
title**

Title number CH596568

Edition date 25.06.2024

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:56.
- 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 29 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, Birkenhead 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.

HALTON

- 1 (21.07.2010) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being land at Hale Road, Speke.
- 2 By a Conveyance of the land cross hatched blue on the title plan and other land dated 21 December 1953 made between (1) Gilbert Ireland Ireland Blackburne and others and (2) Wilfred Edward Turner the freehold estate in the land cross hatched blue on the title plan was transferred subject to the exceptions contained in a Lease dated 29 September 1924 made between (1) Colonel Robert Ireland Blackburne D.L. and (2) Charles Edward Turner which Lease is determined.

The mines and minerals excepted by the Lease in the following terms are excluded from this registration:-

"Excepting and reserving out of this demise unto the Lessors all mines and beds of coal and cannel and all ores and all salt and alum rocks and salt springs and all other mines and minerals whatsoever lying in or under the premises hereby demised with full liberty and power for the Lessor his lessees agents workmen and all other persons by his authority whether already given or hereafter to be given at all times but without entering on the surface of the premises hereby demised for that purpose to get take away and dispose of the said mines and minerals and also any other premises of the same class lying in or under any adjoining or neighbouring land and to make and use any watercourses ways and other works of any kind soever upon through or under any part of the premises hereby demised or any adjoining or neighbouring lands as the Lessor or other the person or persons hereinbefore authorised may think proper the Lessor or other the person or persons exercising the powers and liberties lastly hereinbefore contained making fair and reasonable compensation to the Lessee for any depression subsidence disturbance damage or injury which shall actually happen or be occasioned by such exercise of the said powers and liberties to the surface of the premises hereby demised or to any erection or building which shall be upon the premises hereby demised"

## A: Property Register continued

- 3 (21.07.2010) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 3 April 2000  
Term : 999 years from 3 April 2000  
Parties : (1) Liverpool City Council  
(2) Peel Airports (Liverpool) Limited  
NOTE 1: The Lease comprises also other land  
  
NOTE 2: Copy lease filed under MS431117.
- 4 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 25 March 2004 made between (1) Peel Investments (North) Limited (Transferor) and (2) Peel Airports (Liverpool) Limited (Transferee) :-  
  
"The Property is transferred subject to and with the benefit of all rights to which it is subject or which benefit it (as appropriate) as at the date of this Transfer (including for the avoidance of doubt any rights over or benefiting the Retained Land)"
- 5 (21.07.2010) By the transfer dated 21 June 2010 referred to below the whole of the rent reserved by the registered lease was made payable in equity out of the land in this title.
- 6 (21.07.2010) The Transfer dated 21 June 2010 referred to in the Charges Register contains provisions as to rights of light and air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

## 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 (21.07.2010) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (21.07.2010) The price stated to have been paid on 21 June 2010 for the land in this title and other property was £654,500.
- 3 (12.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 4 (20.07.2012) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 completed by registration without a certificate signed by the proprietor for the time being of the estates registered under title numbers CH596568, CH384582 and CH418034 or their conveyancer that the provisions of clause 12.6.1 (c) of a Transfer dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to that disposition.
- 5 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 The parts of the land affected thereby are subject to the following rights reserved by a Conveyance of the freehold estate in the land tinted pink on the title plan and other land dated 19 May 1930 made between (1) Robert Ireland Blackburne (Vendor) (2) Philip Humphrey Antrobus and others and (3) C. E. Turner and Sons Limited (the Company):-

"Excepting and reserving unto the Vendor in fee simple out of this Conveyance and the property hereby conveyed the following rights and easements

.....  
..

The right for the Vendor and his successors in title to the premises known as "The Lodge" situate in Hale aforesaid and delineated on Plan "A" and his and their lessees and tenants and all persons authorised by him or them to pass and repass in common with the Company at all times for all purposes and with or without horses or other animals cars carriages or other vehicles over and along the roadway between the points marked "A" and "B" on the said plan"

*NOTE: Copy Plan "A" filed under MS431117.*

- 2 A Conveyance of the freehold estate in the land tinted mauve on the title plan dated 10 May 1934 made between (1) Gilbert Ireland Ireland Blackburne and others (Vendors) and (2) C. E. Turner and Sons Limited (The Company) contains the following covenants:-

"For the benefit of the Estate at Hale aforesaid belonging to the Vendors or the part thereof for the time being remaining unsold and so as to bind the property hereby conveyed the Company hereby covenants with the Vendors that the Company and the persons deriving title under it will not at any time hereafter do or permit to be done upon the land hereby conveyed or in any buildings which may hereafter be erected thereon any thing which may be a nuisance or offensive or injurious to the Vendors or the owners or occupiers of the premises adjoining or adjacent to the land hereby conveyed or which shall be detrimental to the neighbourhood."

- 3 The land tinted yellow on the title plan is subject to the following rights reserved by a Conveyance of the freehold estate thereof and other land dated 3 December 1937 made between (1) Gilbert Ireland Ireland Blackburne and others (Vendors) (2) Thomas Place (3) Roger Fleetwood Fleetwood-Hesketh (Purchaser) and (4) The Lord Mayor Aldermen and Citizens of the City of Liverpool (the Corporation):-

"Excepting and Reserving unto the Vendors as legal rights and easements in common with the Corporation their successors in title and tenants all such rights easements quasi easements and privileges whether relative to the supply of water gas and electricity the drainage of buildings and lands the access of light and air the support of and access to buildings or otherwise as have hitherto been exercised and enjoyed by the occupiers of the adjoining or adjacent premises of the Vendors (including therein any premises of which the Vendors are the owners of the freehold reversion) while such premises have with the premises hereby conveyed been in the common ownership of the Vendors"

- 4 (21.07.2010) The land is subject to the rights reserved by a Transfer of the land in this title and other land dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

*NOTE: Copy filed.*

- 5 (21.07.2010) UNILATERAL NOTICE in respect of Clause 11 of a Co-operation agreement dated 21 June 2010.
- 6 (21.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited Co.regn.No. 2385999 of Peel Dome, The Trafford Centre, Manchester, M17 8PL.
- 7 (21.05.2018) The land is subject to any rights that are granted by a

Title number CH596568

## C: Charges Register continued

Deed dated 18 May 2018 made between (1) Liverpool City Council (2) Liverpool Airport Limited and (3) SP Manweb plc and affect the registered land.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

8 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

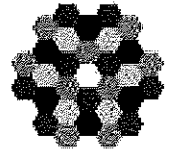
NOTE: Charge reference CH384540.

9 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

10 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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 MS321998

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:18:58.
- 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 29 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, Birkenhead 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.

MERSEYSIDE : LIVERPOOL

- 1 (03.07.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south side of Hale Road, Speke, Liverpool.
- 2 (03.07.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 23 May 1991  
Term : 999 years from 23 May 1991  
Rent : As therein calculated  
Parties : (1) Liverpool City Council  
(2) Liverpool Airport PLC
- 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 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1: The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "x" on the plan to the deed.

NOTE 2: Copy filed under MS511046.

- 5 (22.07.2010) The land has the benefit of the rights granted by a Transfer of land lying to the south of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Vendor) and (2) Liverpool Airport Limited (Purchaser).

NOTE: Copy filed under MS575445.

- 6 (22.07.2010) By a Transfer of land Lying to the east of the land in

Title number MS321998

## A: Property Register continued

this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited the land in this title was with other land exonerated in equity from the rent reserved by the registered Lease.

*NOTE: Copy Transfer filed under CH596568.*

- 7 (22.07.2010) The land has the benefit of the rights granted by a Transfer of land lying to the south of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

*NOTE: Copy filed under MS575448.*

- 8 (11.11.2010) The land has the benefit of the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Investments (North) Limited and (2) Liverpool Airport Limited.

*NOTE 1: The rights granted by the deed are in part granted over land demised by a registered Lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said Lease.*

*NOTE 2: Copy Deed filed under MS431117.*

## 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 (03.07.1991) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.
- 2 (11.11.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 3 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (28.10.2002) 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 (06.09.2005) The parts of the land affected thereby are subject to the easements granted by the leases set out in the schedule of leases of easements hereto.
- NOTE: The heading to the schedule should be read as if it said "Schedule of notices of leasehold easements"*
- 3 (18.04.2006) UNILATERAL NOTICE affecting the land edged and numbered 3 in blue on the title plan in respect of an Agreement for lease dated 16

## C: Charges Register continued

March 2006 made between (1) Liverpool Airport Plc and (2) TNT UK Limited.

*NOTE: Copy filed.*

4 (18.04.2006) BENEFICIARY: TNT UK Limited of Railway Street, Ramsbottom, Bury, Lancs BL8 9BF.

5 (20.07.2009) By a Deed dated 23 December 2008 made between (1) Liverpool Airport PLC and (2) Ravenair Holdings Limited the terms of the Leases dated 12 March 2002 of Plot 1 Eastern Airfield and 8 February 2006 of Plot 3a Eastern Airfield referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered Charge dated 17 May 2006 of the tenants title numbers MS463857 and MS528320 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 MS463857.*

6 (22.07.2010) The land is subject to the rights granted by a Transfer of lying to the South of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

The said Transfer also contains restrictive covenants by the transferor.

*NOTE: Copy filed under MS575445.*

7 (20.12.2013) The land is subject to the easements granted by a Lease dated 27 April 2011 of Plot 2 at The Liverpool John Lennon Airport for a term of 6 years from and including 1 April 2009

*NOTE: Copy filed.*

8 (21.06.2018) UNILATERAL NOTICE affecting the land edged and numbered 6 in blue on the title plan in respect of a contract dated 29 May 2018 made between (1) Liverpool Airport Limited (2) Legacy 500 Limited and (3) T.J. Morris Limited.

*NOTE: Copy filed.*

9 (21.06.2018) BENEFICIARY: T.J. Morris Limited of Portal Way, Liverpool L11 0JA.

10 (29.06.2018) UNILATERAL NOTICE excluding the land edged and numbered 6 in blue on the title plan in respect of clause 11 of a co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.

11 (29.06.2018) BENEFICIARY: Peel Airports (Liverpool) Limited (Co Regn No 2385999) of Peel Dome, The Trafford Centre, Manchester M17 8PL.

12 (10.09.2018) The land is subject to the easements granted by a lease of land within the General Aviation Area at Liverpool Airport dated 6 September 2018 made between (1) Liverpool Airport Limited and (2) Merseyflight Limited for a term of 5 years beginning on and including 1 January 2018.

*NOTE: Copy filed.*

13 (16.05.2019) By a Deed dated 29 April 2019 made between (1) Liverpool Airport Limited and Peel Airports (Liverpool) Limited and (2) Telecommunications Wireless and Infrastructure Services Limited the terms of the lease dated 4 March 2009 referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charges dated 21 June 2010 and 14 August 2015 of the landlords title number MS321998 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

Title number MS321998

## C: Charges Register continued

*NOTE 2: Copy deed filed under MS562996.*

- 14 (11.07.2019) By a Deed dated 4 May 2018 made between (1) Liverpool Airport Limited and (2) Keenair Limited the terms of the lease dated 5 February 2003 of Hangar 4 referred to in the schedule of leases hereto were varied.

NOTE 1: The proprietor of the registered charges dated 21 June 2010 and 14 August 2015 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 under MS473423.*

- 15 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.

NOTE: Charge reference CH384540.

- 16 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.

- 17 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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 leases of easements

- 1 Benefiting land : Units Level 1 Landside:1LR1.8;1LR.1.20;Level 3  
landside: 3RL3.26 and Baggage Reclaim: RA.1.2 within  
the passenger terminal building

Title Number of  
benefiting land : -

Date of lease : 10 June 2005

Term of lease : from 1.1.2005 until 31.12 2010

Registration date: 06.09.2005

*NOTE: Copy filed under MS297001*

## Schedule of notices of leases

- |   | Registration date and plan ref.  | Property description                   | Date of lease and term                    | Lessee's title |
|---|--|--|---|----------------|
| 1 | 28.10.2002<br>edged and<br>numbered 1 in<br>blue.  | Land on the south side of<br>Hale Road | 12.03.2002<br>50 years from<br>12.3.2002  | MS463857       |
|   | NOTE: See entry in the Charges Register relating to a Deed of variation dated 23 December 2008 |  |   |                |
| 2 | 09.06.2003<br>edged and<br>numbered 2 in<br>blue   | Hangar No 4                            | 05.02.2003<br>35 years from<br>31.8.2000  | MS473423       |
|   | NOTE: See the entry in the Charges Register relating to a Deed of Variation dated 4 May 2018.  |  |   |                |
| 3 | 30.10.2006<br>edged and<br>numbered 4 in<br>blue   | Plot 3A, Eastern Airfield              | 08.02.2006<br>8.2.2006 until<br>11.3.2052 | MS528320       |
|   | NOTE: See entry in the Charges Register relating to a Deed of variation dated 23 December 2008 |  |   |                |
| 4 | 30.03.2009<br>Edged and<br>numbered 5 in<br>blue   | Transmitting Station, Hale<br>Road     | 04.03.2009<br>80 years from<br>4.3.2009   | MS562996       |
|   | NOTE: See entry in the Charges Register relating to a Deed of Variation dated 29 April 2019    |  |   |                |

Title number MS321998

### Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
5	11.01.2016 3	Land at Hale Road	14.12.2015 125 years from 14/12/2015	MS628426
6	30.05.2019 Edged and numbered 6 in blue (part of)	Land on the south side of Hale Road	22.05.2019 99 years from and including 22 May 2019	MS669856
7	11.07.2019 edged and numbered 2 in blue	Hangar 4	04.05.2018 17 years from and including 31 August 2035 to midnight on 30 August 2052	MS671523

NOTE: This is a reversionary lease.

End of register



**Official copy  
of register of  
title**

Title number MS436566

Edition date 20.04.2023

- This official copy shows the entries on the register of title on 29 JUL 2024 at 18:19:00.
- 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 29 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, Birkenhead 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.

MERSEYSIDE : LIVERPOOL

- 1 (20.10.2000) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being LAND ON THE SOUTH SIDE OF Dunlop Road, Liverpool.
- 2 (20.10.2000) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 27 February 1997  
Term : 999 years from 27 February 1997  
Rent : As therein mentioned  
Parties : (1) Liverpool City Council  
(2) Liverpool Airport PLC
- 3 (20.10.2000) 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 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.
- 5 (14.07.2010) The land has the benefit for a term of 999 years from 3 April 2000 to the rights granted by a Deed of Easement dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.

NOTE 1:- The Roadway coloured brown on plan 1 referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.

NOTE 2:- Copy filed under MS511046.

- 6 (22.07.2010) The land has the benefit of the rights granted by a deed of easement dated 21 June 2010 made between (1) Peel Investments (North) Limited and (2) Liverpool Airport Limited.

Title number MS436566

## A: Property Register continued

Note 1: The rights granted by the deed are in part granted over land demised by a registered lease for 999 years from 3 April 2000 and are only included in this registration for the term of the said lease.

Note 2: Copy filed under MS431117.

## 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 (20.10.2000) PROPRIETOR: LIVERPOOL AIRPORT LIMITED (Co. Regn. No. 2116704) of Venus Building, 1 Old Park Lane, Trafford City, Manchester M41 7HA.
- 2 (22.07.2010) RESTRICTION: No disposition of the registered estate (other than a charge or a lease for a term of 25 years or less without a premium) 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 the proprietor for the time being of the estate registered under title number MS511046 or their conveyancer that the provisions of clause 3.3 of a Deed dated 21 June 2010 made between (1) Peel Airports Liverpool Limited and (2) Liverpool Airport Limited have been complied with or that they do not apply to the disposition.
- 3 (20.04.2023) 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 30 March 2023 in favour of National Westminster Bank 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 (22.07.2010) UNILATERAL NOTICE pursuant to clause 11 of an co-operation agreement dated 21 June 2010 made between (1) Peel Land Property (Liverpool) Limited (2) Peel Airports Limited (3) Peel Airports Property Limited and (4) Liverpool Airport Limited.
- 2 (22.07.2010) BENEFICIARY: Peel Airports (Liverpool) Limited (co.Regn.no. 2385999) of Peel Dome, The Trafford Centre, Manchester M17 8PL.
- 3 (20.04.2023) REGISTERED CHARGE contained in a Debenture dated 30 March 2023 affecting also other titles.  
  
NOTE: Charge reference CH384540.
- 4 (20.04.2023) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of 250 Bishopsgate, London EC2M 4AA.
- 5 (20.04.2023) The proprietor of the Charge dated 30 March 2023 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

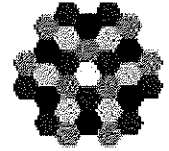
Title number **M5436566**  
Ordnance Survey map reference **SJ4382NW**  
Scale **1:1250**  
Administrative area **Merseyside : Liverpool**



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**Official copy  
of register of  
title**

Title number MS575438

Edition date 23.11.2020

- This official copy shows the entries on the register of title on 31 JUL 2024 at 10:47:16.
- 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 31 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, Birkenhead 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.

MERSEYSIDE : LIVERPOOL

1 (22.05.2005) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land adjoining the river Mersey known as oglet foreshore Speke, Liverpool.

2 (22.05.2000) There are excluded from the registration of the land tinted blue on the title plan the mines and minerals excepted by a Conveyance of the freehold estate thereof dated 16 February 1929 made between (1) The King's Most Excellent Majesty and (2) The Lord Mayor Aldermen and Citizens of the City of Liverpool (the Corporation) in the following terms:-

"Except nevertheless and reserved unto His Majesty His Heirs Successors and Assigns All Royal Mines and all other mines mineral substances oil and gas lying at a greater depth than one hundred feet below the surface of the said foreshore together with all necessary and proper powers (including power to let down the surface of the said foreshore) rights and easements for getting the same by underground workings and without entering upon or in any way affecting or exercising any rights or powers whatsoever in and over the said foreshore and making from time to time to the Corporation their Successors or assigns or their lessees or tenants reasonable and adequate compensation for all damage done or occasioned to the said foreshore"

3 (23.08.2005) 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 dated 25 March 2004 made between (1) Peel Investments (North) Limited (Transferor) and (2) Peel Airports (Liverpool) Limited (Transferee) :-

"The Property is transferred subject to and with the benefit of all rights to which it is subject or which benefit it (as appropriate) as at the date of this Transfer (including for the avoidance of doubt any rights over or benefiting the Retained Land)"

4 (14.07.2010) The land has the benefit of the rights granted by but is

Title number MS575438

## A: Property Register continued

subject to the rights reserved by a transfer of the land in this title dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited (Vendor) and (2) Peel Investments (North) Limited (Vendor).

*NOTE: Copy filed.*

- 5 (14.07.2010) The transfer of the land in this title dated 21 June 2010 referred to above contains a provision as to rights of light or air and a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 6 (22.05.2005) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 21 June 2010  
Term : 999 years from 3 April 2000  
Parties : (1) Liverpool City Council  
(2) Peel Airports (Liverpool) Limited  
*NOTE: The Lease comprises also other land*
- 7 (14.07.2010) By a transfer of land lying to the north east of the land in this title dated 21 June 2010 made between Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited the land in this title was with other land exonerated in equity from the rent reserved by the registered lease.  
~Note: copy filed under CH596568.
- 8 (14.07.2010) The land has the benefit of the rights reserved by the transfer dated 21 June 2010 referred to above.

## 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 (14.07.2010) PROPRIETOR: PEEL L&P INVESTMENTS (NORTH) LIMITED (Co. Regn. No. 187724) of Venus Building, 1 Old Park Lane, TraffordCity, Manchester M41 7HA.

## C: Charges Register

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

- 1 (14.08.2009) The land is subject to the rights granted by a Conveyance of adjoining land dated 31 May 1990 made between (1) Liverpool City Council and (2) Liverpool Airport Plc.  
*NOTE: Copy filed under MS511046.*
- 2 (25.10.2001) The land is subject to the rights granted by a Deed of Grant of Easements dated 21 August 2000 made between (1) Liverpool City Council (2) Peel Airports (Liverpool) Limited and (3) Speke-Garston Developments Limited.  
  
The said deed also contains restrictive covenants by the Grantor.  
*NOTE: Copy filed under MS373041.*
- 3 (14.07.2010) The land is subject to the rights granted by a deed of grant dated 21 June 2010 made between (1) Peel Airports (Liverpool) Limited and (2) Liverpool Airport Limited.  
The said deed also contains restrictive covenants.  
  
Note 1: The roadway coloured brown referred to is shown as a small triangle of land lying to the north west of the letter "X" on the plan to the deed.  
  
~Note 2: Copy Filed under MS511046.

Title number MS575438

End of register

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

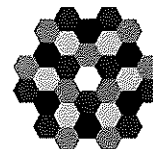
**Defendants**

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SSW3

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This is the exhibit marked "SSW3" referred to in the witness statement of Stuart Sherbrooke Wortley.



# Official copy of register of title

Title number ST180919

Edition date 10.06.2022

- This official copy shows the entries on the register of title on 30 MAR 2023 at 11:40:53.
- 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 31 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, Plymouth Office.

## A: Property Register

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

NORTH SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Bristol International Airport, Bristol (BS48 3DY).
- 2 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 12 in blue on the title plan.
- 3 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 4 in blue on the title plan.
- 4 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 13 in blue on the title plan.
- 5 (20.12.1999) A Conveyance of the land edged and numbered 4 in blue on the title plan dated 7 October 1931 made between (1) Thomas Flower (the Mortgagee) (2) Farnham Thom Flower and Richmond Flower (the Vendors) and (3) Stanley Theodore Rendall (the Purchaser) contains the following provision:-  
  
"(4) The Purchaser and his successors in title shall not be entitled to any right of access of light or air to the building to be erected on the land hereby conveyed which would restrict or interfere with the free user of any other part of the said estate for building or any other purpose."
- 6 (20.12.1999) The mines and minerals are excluded from the registration of the land edged and numbered 3 in blue on the title plan.
- 7 (20.12.1999) By the Conveyance dated 1 April 1947 referred to in the Charges Register the land edged and numbered 9 in blue on the title plan was conveyed subject as follows and this registration takes effect subject thereto:-  
  
"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."

NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.

### A: Property Register continued

8 (20.12.1999) By a Conveyance dated 14 August 1947 made between Gertrude Crane (the Vendor) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 11 in blue on the title plan was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of mines and minerals under the property hereby conveyed which exception was contained in a Conveyance dated the Twenty fourth day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and the Vendor of the other part."

NOTE: No further details of the Conveyance dated 24 March 1927 were supplied on first registration.

9 (20.12.1999) By a Conveyance dated 30 January 1948 made between (1) Francis Edwin Keel Reynolds (the Vendor) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 10 in blue on the title plan was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of mines and minerals under the property hereby conveyed which exception was contained in a Conveyance dated the Twenty fourth day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and the Vendor of the other part."

NOTE: No further details of the Conveyance dated 24 March 1927 were supplied on first registration.

10 (20.12.1999) The land edged and numbered 17 in blue and edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan has the benefit of the following rights granted by a Conveyance of the land edged and numbered 17 in blue on the title plan and other land dated 19 February 1948 made between (1) James Winstone (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"1. THE Vendor as beneficial owner hereby grants unto the Purchaser all the rights in relation to the restricted area that is to say in relation to the property described in the Second Part of the First Schedule hereto which said rights are described in the Second Schedule hereto to the intent that such rights shall be for ever appurtenant to the conveyed property and the adjoining land (which adjoining land is described in the Third Part of the First Schedule hereto) for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the conveyed property or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Purchaser and his successors or assigns in whatsoever state the conveyed property or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any erection or building thereon may be put

#### THE FIRST SCHEDULE

#### SECOND PART

Description of land in respect of which covenants are entered into by the Vendor and over which rights are granted to the Purchaser.

ALL THOSE pieces of land containing 49.865 acres or thereabouts situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured blue which said pieces of land form part of Cornerpool Farm and are more particularly described by reference to the numbers on the Ordnance Survey Map for the said Parish (1903 Edition) (Sheet Somerset XI. 7) and the acreages as follows:-

Number on O.S. Map	Area in Acres
176	6.565
177	6.183
178	4.694

# A: Property Register continued

	179		.471
	180		1.488
	181		.543
	182		1.225
Part	183		5.440
Part	185		17.944
	212		5.312
TOTAL ...			49.865 Acres

### THIRD PART

#### Description of the adjoining land of the Purchaser

ALL THOSE pieces of land situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured green which said land forms part of the Lulsgate Bottom Aerodrome

### THE SECOND SCHEDULE

#### RIGHTS affecting the restricted area

1. Full and free right liberty and authority for the Purchaser and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of twenty one years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees now standing on the restricted area or any part thereof or in the hedges bounding the same and for that purpose to enter upon the restricted area or any part thereof the Purchaser doing as little damage as possible to the restricted area and making reasonable compensation for any damage caused to the restricted area or any crops thereon by such felling any timber so felled remaining the property of the Vendor or other the owner for the time being of the land on which the same was growing PROVIDED that the right granted by this paragraph shall not prejudice or affect the covenants contained in the Third Schedule to the before written deed prohibiting the planting or growing hereafter of any trees or hedges on the restricted area.

2. Such easements or rights of interference with the free use of the restricted area as may be necessary to the full extent of and in accordance with the covenants on the part of the Vendor in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective.

NOTE: The land edged and numbered 17 in blue on the title plan comprises part of "The Conveyed Property" mentioned in clause 1. The land coloured blue mentioned in the second part of the first schedule is edged and numbered 18 in blue on the title plan. The land edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan comprises part of the land coloured green mentioned in the third part of the first schedule.

11 (20.12.1999) The Conveyance dated 19 February 1948 referred to above contains the following covenants which are expressed to be for the benefit of the land edged and numbered 17 in blue and edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan:-

"2. THE Vendor for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the restricted area and every part thereof by whomsoever the restricted area or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Purchaser and his successors in title and assigns owner or owners for the time being of the conveyed property or of the adjoining land or of the additional property or of any part thereof) hereby COVENANTS with the Purchaser and his successors in title to the conveyed property and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto.

### THE THIRD SCHEDULE

## A: Property Register continued

### COVENANTS affecting the restricted area

(a) That no building structure or other erection fence shed stack or chimney or obstacles of any kind or of whatever description and whether permanent or temporary shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the restricted area and that no existing fencing or any fencing hereafter to be erected in substitution therefor on the restricted area shall be increased in height beyond the height of the fencing now standing thereon

(b) That no trees or hedges of whatever description shall be planted or be permitted to be planted hereafter or to grow on the restricted area

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or remain over the restricted area

(d) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if the Vendor or any person deriving title under him in respect of the restricted area shall for fourteen days after notice in writing given by the Purchaser or his successors in title in respect of the conveyed property or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Purchaser and his successors in title or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the restricted area or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any such buildings structures or other erections as aforesaid and any mast overhead cable or wire and to cut fell lop or prune any timber trees or hedges placed erected planted or growing upon the restricted area in contravention of the covenants hereinbefore contained or the rights hereby granted and to carry out any work necessary to comply with such covenants the Vendor or his successors in title as aforesaid paying the cost and expense thus incurred the Purchaser nevertheless doing as little damage as possible to the restricted area PROVIDED ALWAYS that any action taken by the Purchaser or his successors in title as aforesaid under this sub-clause shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: The land edged and numbered 17 in blue on the title plan comprises part of "The Conveyed Property" mentioned in clause 2. The land edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan comprises part of "The Adjoining Land" also mentioned in clause 1 and "The Restricted Area" is the land edged and numbered 18 in blue on the title plan.

12 (20.12.1999) The land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan has the benefit of the following rights reserved by the Deed of Exchange dated 5 November 1948 referred to in the Charges Register:-

"EXCEPT AND RESERVING unto the Secretary of State in fee simple all the rights described in the Second Schedule hereto in relation to the green land to the intent that such rights shall be for ever appurtenant to the pink land and the adjoining land that is to say the land described in the Third Part of the First Schedule hereto as aforesaid for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the pink land or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Secretary of State and his successors or assigns in whatsoever state the pink land or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any building or erection thereon may be put



## A: Property Register continued

THE FIRST SCHEDULE before referred to

### THIRD PART

(Being a description of the adjoining land  
of the Secretary of State)

ALL THOSE pieces or parcels of land situate in the Parish of Wrington in the County of Somerset delineated on the plan marked "Plan A" annexed hereto and thereon coloured blue which said pieces or parcels of land form part of the Lulsgate Bottom Aerodrome

THE SECOND SCHEDULE above referred to

(Being the rights in relation to the green  
land reserved to the Secretary of State)

1. Such easements or rights or interference with the free use of the green land as may be necessary to the full extent of and in accordance with the covenants on the part of Mr. Marshall in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective
2. Full and free right liberty and authority for the Secretary of State and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of 21 years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees growing on the green land or any part thereof or in the hedges bounding the same the height whereof shall be such as to constitute a breach of the covenants by Mr. Marshall contained in the before-written deed and in the Third Schedule thereto and for that purpose to enter upon the green land or any part thereof the Secretary of State doing as little damage as possible to the green land and making reasonable compensation for any damage caused to the green land or any crops thereon by such felling any timber so felled remaining the property of Mr. Marshall or other the owner for the time being of the land on which the same was growing PROVIDED that the aforesaid right liberty and authority shall not prejudice or affect the aforesaid covenants by Mr. Marshall."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan. "The Pink Land" is the land edged and numbered 8 in blue on the title plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of the land coloured blue on the Deed Plan A mentioned in the third part of the first schedule.

- 13 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following covenants which are expressed to be for the benefit of the land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan:-

"3. IN further pursuance of the said agreement and in consideration of the premises:-

- (i) Mr. Marshall for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the green land and every part thereof by whomsoever the green land or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Secretary of State and his successors in title and assigns owner or owners for the time being of the pink land or of the adjoining land or of the additional property or of any part thereof) hereby covenants with the Secretary of State and his successors in title to the pink land and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto

THE THIRD SCHEDULE above referred to

(Being the restrictive covenants entered into  
by Mr. Marshall in relation to the green land)

## A: Property Register continued

(a) That no building structure or other erection of any kind or of whatever description (whether permanent or temporary) being more than two storeys in height shall at any time be erected built or placed or be permitted to be erected built or placed on the green land or any part thereof

(b) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding thirty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched yellow on the plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such part of the green land shall be permitted to grow to a height exceeding thirty feet

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding thirty feet from the ground level upon over or across the said part of the green land hatched yellow on the said plan marked "Plan B" annexed hereto

(d) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding twenty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched red on the said plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such last mentioned part of the green land shall be permitted to grow to a height exceeding twenty feet

(e) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding twenty feet from the ground level upon over or across the said part of the green land hatched red on the said plan marked "Plan B" annexed hereto

(f) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if Mr. Marshall or any person deriving title under him in respect of the green land or any part thereof shall for fourteen days after notice in writing given by the Secretary of State or his successors in title in respect of the pink land or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Secretary of State and his successors or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the green land or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any building structure or other erection as aforesaid and any mast overhead cable wire or obstacle and to cut fell lop or prune any timber trees or hedges placed erected carried growing or being upon over or across any part of the green land in contravention of any of the covenants hereinbefore contained or the rights hereinbefore granted and to carry out any work necessary to comply with such covenants Mr. Marshall or his successors in title as aforesaid paying the expense thus incurred the Secretary of State nevertheless doing as little damage as possible to the green land PROVIDED ALWAYS that any action taken by the Secretary of State or his successors in title as aforesaid shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: "The Green Land" mentioned in clause 3 is edged and numbered 1 and 2 in blue on the title plan. "The Pink Land" also mentioned in clause 3 is the land edged and numbered 8 in blue on the title plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of "The Adjoining Land" "The Green Land" hatched yellow on the deed plan B mentioned in paragraph (b) of the third schedule is edged and numbered 1 in blue on the title plan. "The Green Land" hatched red on the said deed plan mentioned in paragraph

## A: Property Register continued

(d) of the third schedule is edged and numbered 2 in blue on the title plan.

- 14 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following provision:-

"(vi) Notwithstanding anything in the conveyance of the green land hereinbefore contained the Secretary of State and his successors in title owner or owners for the time being of the adjoining land or of the additional property or of any part thereof shall be fully at liberty to erect such buildings on any part of the adjoining land or of the additional land or to use the same in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by Mr. Marshall or his successors in title may be obstructed diminished or destroyed and such access and use of light and air as last aforesaid shall notwithstanding the conveyance hereinbefore contained be and henceforth continue to be enjoyed by Mr. Marshall and his successors in title by virtue of the agreement hereby expressly made for that purpose and not otherwise."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan and the land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of "The Adjoining Land"

- 15 (20.12.1999) The land edged and numbered 15 in blue on the title plan has the benefit of the following rights reserved by a Conveyance of the land edged and numbered 14 in blue on the title plan dated 18 June 1982 made between (1) The City Council of Bristol (the Corporation) and (2) John Edward Marshall (the Purchaser):-

"SUBJECT to the right hereby reserved for the Corporation to retain on the land shown coloured red hatched black on the said plan the existing navigational aids and other airport equipment with the rights to enter upon the said land to maintain replace and renew the same and to place or install on the said land such additional aids or equipment as the Corporation shall in their sole discretion think fit PROVIDED ALWAYS that the Corporation shall not be liable to pay compensation for damage or disturbance or loss to the Purchaser in the exercise of such rights."

NOTE: The land coloured red hatched black on the conveyance plan is tinted yellow on the title plan.

- 16 (20.12.1999) The Conveyance dated 18 June 1982 referred to above contains the following covenants which are expressed to be for the benefit of the land in this title:-

"2. The Purchaser on behalf of himself and his successors in title hereby covenants with the Corporation so as to benefit and protect the adjoining land of the Corporation comprising Bristol Airport or any part or parts thereof that so long as the adjoining land shall be used for the purpose of an airport he will (a) Not in any way interfere with or cause damage to the existing navigational aids and other airport equipment nor allow or cause interference with or damage to the said aids or equipment

(b) Not to build or place or have on the land any building or structure

(c) Not build any hayrick or retain on the land agricultural equipment or any implements or tools or pipes or wires or other metallic objects which the General Manager of the airport shall require to be removed or do anything knowingly to endanger the aircraft landing or taking off at the airport."

- 17 (20.12.1999) The Conveyance dated 18 June 1982 referred to above contains the following provision:-

"3. It is hereby declared that the fences on the South and East sides of the land hereby conveyed shall belong to the Purchaser and the fence on the North boundary shall belong to the adjoining owner."

- 18 (23.03.2010) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or

## A: Property Register continued

numbers shown in green on the said plan.

- 19 (23.03.2010) 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 ST283749 in green on the title plan dated 30 September 2009 made between (1) Bristol International Airport Limited and (2) South West Airports Limited.

*NOTE 1:-Copy filed under ST283749.*

*NOTE 2: See entry relating to a supplemental deed dated 27 February 2020 referred to below.*

- 20 (14.03.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST343009 in green on the title plan dated 29 September 2017 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under ST343009.*

- 21 (27.07.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST346326 in green on the title plan dated 26 June 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under ST346326.*

- 22 (18.12.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST349430 in green on the title plan dated 25 September 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under ST349430.*

- 23 (18.12.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST349437 in green on the title plan dated 28 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under ST349437.*

- 24 (18.12.2018) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST349438 in green on the title plan and other land dated 22 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under ST349438.*

- 25 (26.02.2019) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST351064 in green on the title plan dated 20 December 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by/as mentioned in the said deed and affect the registered land.

*NOTE: Copy filed under ST351064.*

- 26 (28.02.2020) A deed dated 27 February 2020 made between (1) Bristol Airport Limited and (2) South West Airports Limited is expressed to be supplemental to the Transfer dated 30 September 2009 referred to above.

*NOTE: Copy filed under ST283749.*

- 27 (08.04.2022) The land in this title has the benefit of (except as mentioned in the note below) any legal easements reserved by a Transfer

## A: Property Register continued

which included the land edged and numbered ST371655 in green on the title plan and other land dated 31 December 2019 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

NOTE 1: The easements reserved by are included in the registration only so far as they are capable of subsisting at law and are reserved over the land ST371655.

NOTE 2: Copy filed under ST371655.

## 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 (20.12.1999) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 2078692) of Lulsgate, Bristol, BS48 3DY.
- 2 (08.06.2015) 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 7 May 2015 in favour of Credit Agricole Corporate And Investment Bank referred to in the Charges Register or their conveyancers.

## C: Charges Register

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

- 1 (20.12.1999) A Conveyance of the land edged and numbered 13 in blue on the title plan dated 4 June 1936 made between (1) Farnham Thom Flower (the Vendor) (2) Thomas Flower (the Mortgagee) and (3) Harry Febrey and Bessie Annie Febrey (the Purchasers) contains the following covenants:-  
  
"4. THE Purchasers so as to bind (so far as practicable) the property hereby conveyed into whosoever the same may come and to protect the Vendor's adjoining property but no so as to be personally liable under this covenant after the Purchasers shall have parted with all interest in the said property hereby covenant with the Vendor that any dwellinghouse with or without greenhouse garage and other outbuildings for use in connection therewith shall be erected at the cost of Five Hundred Pounds at the least."  
  
2 (20.12.1999) The roadway between the points marked A and B on the title plan is subject to the following rights reserved by a Deed of Grant dated 29 September 1936 made between (1) Henry John Sainsbury (Grantor) and (2) Laura Daisy Flower (Grantee):-  
  
"The Grantor as Beneficial Owner hereby grants unto the Grantee in fee simple FULL AND FREE right and liberty for the Grantee and the owner or owners for the time being of the said property coloured Pink on the said Plan and all other persons with her and their permission in common nevertheless with the Grantor and all other persons having a like right or authorized by the Grantor or other the owner or owners for the time being of the piece of land coloured Green on the said Plan at all times hereafter by night or day with or without horses cattle or other animals carts carriages motors or other vehicles of any description for all purposes whatsoever connected with the use and enjoyment of the said property coloured Pink on the said Plan (howsoever used or occupied) to pass and repass along over and upon the said Roadway between the points marked A and B on the said Plan TO HOLD the said right of way hereby granted as appurtenant to the said property coloured Pink on the said Plan and every part thereof.  
  
2. The Grantee covenants with the Grantor and his successors in title

## C: Charges Register continued

to the said property coloured Green on the said Plan that the Grantee and her successors in title will forthwith and to the reasonable satisfaction of the Grantor make and stone the said Roadway and surface the same with gravel so as to form a good and sufficient roadway for use with any dwellinghouses which may henceforth be erected on the said lands coloured Pink and Green on the said Plan and will from time to time contribute a fair proportion according to user of the costs of keeping the said Roadway in repair the proportion in case of difference to be ascertained by a single Arbitrator appointed under the Arbitration Act 1889 Provided always that nothing herein contained shall prevent or prohibit the Grantor or his successors in title to the said piece of land coloured Green on the said Plan or to any part thereof from making such use as he or they may desire of the said Roadway as a Roadway to the said piece of land coloured Green or to any houses henceforth to be built thereon subject to him or them contributing from time to time a fair proportion of the cost of keeping the said Roadway in repair."

NOTE: The land coloured pink on the deed plan is edged and numbered 6 in blue on the title plan. The points marked A and B on the deed plan are reproduced on the title plan. The land edged and numbered 23 in blue on the title plan comprises part of the land coloured green on the deed plan.

- 3 (20.12.1999) By a Conveyance dated 27 March 1946 made between (1) Francis Henry Ashman and others (the Vendors) and (2) Secretary of State for Air (the Purchaser) the land edged and numbered 16 in blue on the title plan together with other land was conveyed subject as follows:-

"Subject nevertheless to the legal rights of way and water and other actual easements apparent easements and quasi-rights and to the powers and provisions contained in the Bristol Waterworks Acts more particularly mentioned in a Conveyance dated the Seventh day of September One thousand eight hundred and ninety five and made between Francis William Forester of the first part The Right Honourable William Waldegrave Earl of Selborne and Frederick George Hilton Price of the second part and James Sanders of the third part being a Conveyance of the property hereby conveyed with other property so far as the same relate to or affect the property hereby conveyed and are still subsisting undetermined and capable of taking effect or being enforced."

NOTE: No further details of the Conveyance dated 7 September 1895 were supplied on first registration.

- 4 (20.12.1999) The land between the points marked X, Y and Z on the title plan is subject to the following rights contained in a Conveyance of the land edged and numbered 9 in blue on the filed plan and other land dated 1 April 1947 made between (1) Matthew Henry Laxton (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"SUBJECT ALSO to such right (if any) as may be subsisting of the owner and occupiers of the adjoining property known as Cook's Farm to use the roadway or track across the property hereby conveyed between the points marked X Y and Z on the said plan."

NOTE 1: The Points marked X, Y and Z on the conveyance plan are reproduced on the title plan.

By the Deed of Exchange dated 5 November 1948 referred to below the right contained in the said conveyance was released in the following terms:-

"Mr. Marshall as beneficial owner hereby RELEASES unto the Secretary of State ALL such right of way as Mr. Marshall or other the owner or owners for the time being of Cook's Farm aforesaid has heretofore enjoyed over or in respect of the strip of land or track (hereinafter called "the old track") lying between the point marked R on the plan marked "Plan B" annexed hereto and the point marked G thereon to the intent that such rights shall merge in the fee simple in the old track and be extinguished."

## C: Charges Register continued

NOTE 2: The Points marked R and G on the deed plan B are shown as X and G respectively on the title plan.

- 5 (20.12.1999) The land tinted mauve on the filed plan is subject to the following rights granted by a Deed of Exchange of the land edged and numbered 8 in blue on the title plan dated 5 November 1948 made between (1) Douglas Marshall (Mr Marshall) and (2) Secretary of State for Air (the Secretary of State):-

"(iii) The Secretary of State hereby grants unto Mr. Marshall and his successors in title owner or owners for the time being of the green land or of the property adjoining thereto known as Cook's Farm or any part or parts thereof and his or their tenants and licensees (hereinafter together called "the authorised persons") in common with the Secretary of State and all persons authorised by him the right at all times and for all purposes with or without animals or vehicles of every kind to pass and repass over and along the strip of land or track (hereinafter called "the new track") hatched black on the plan marked "Plan B" annexed hereto between the point marked B and the said point marked G thereon and thence over the road or track heretofore used by Mr. Marshall and the owner or owners aforesaid to and from the green land and Cook's Farm aforesaid Mr. Marshall and his successors in title as aforesaid paying to the Secretary of State or his successors in title owner or owners for the time being of the new track such proportion of the costs of keeping the new track and the macadamised surface thereof in as good state of repair and condition as the same is now in as shall be fair and reasonable having regard to the extent of the user thereof for the time being of the authorised persons the amount of such costs to be certified by one of the Principle Officers for the time being of the Secretary of State and if any dispute or difference shall arise as to the monies to be paid by Mr. Marshall hereunder the same shall be settled by an arbitrator to be agreed between the parties hereto or in default of agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and subject to and in accordance with the Arbitration Acts 1889 to 1934 or any statutory modification thereof for the time being in force."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan. The land hatched black on the deed plan B is tinted mauve on the title plan and the points marked B and G are lettered H and G respectively on the title plan.

- 6 (20.12.1999) A Conveyance of the land edged and numbered 4 in blue on the title plan dated 2 August 1984 made between (1) Stanley Theodore Rendall (the Vendor) and (2) The City Council of Bristol (the Council) contains the following covenants:-

"3. THE Council HEREBY COVENANTS with the Vendor to the intent that the burden of this Covenant may run with and bind the property hereby conveyed and every part thereof and to the intent that the benefit thereof may be annexed to and run with the property of the Vendor edged blue on the said plan and every part thereof not to construct any building having a height of more than 3 metres on the land hereby conveyed within 10 metres of the boundary A B."

NOTE: The land edged blue was not shown on the conveyance plan but is believed to be the land edged and numbered 5 in blue on the title plan. The points A B are shown lettered V and W respectively on the title plan.

- 7 (20.12.1999) 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.
- 8 (27.04.2005) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 19 in brown on the title plan dated 14 September 1999 referred to in the Schedule of leases hereto as varied by a Deed of Variation dated 18 November 2004 made between (1) Bristol International Airport Limited (2) Gate Gourmet London Limited and (2) Gate Gourmet UK Limited:-

"Together with the rights set out in Schedule 2

## C: Charges Register continued

### Schedule 2

#### Rights granted

The following rights in common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled for the Tenant and any permitted undertenant or permitted occupier of the Premises

1. a right of way with or without vehicles to and from the public highway over the Retained Land by such routes as the Landlord shall notify to the Tenant in writing adequate at all times for the Permitted Use subject to the rights of the Landlord:

(a) to erect security or other gates or barriers if the Tenant is provided with a key to them and

(b) to realign the right of way upon written notice to the Tenant but any such realigned right of way shall lead to the public highway and not materially diminish or affect the Tenant's use and enjoyment of the Property for the purposes of its business

2. a right of access across the Airport Apron for the purpose only of supplying in-flight catering and bonded goods to aircraft PROVIDED THAT such use is to comply with the Apron Code of Practice and such directions as may from time to time reasonably and properly be given by the Landlord for the regulation and direction of traffic over the Airport Apron

3. the right to connect to and use all Conduits from time to time serving the Premises and running under the Retained Land"

- 9 (27.04.2005) By a Deed dated 18 November 2004 made between (1) Bristol International Airport Limited (2) Gate Gourmet London Limited and (3) Gate Gourmet UK Limited the terms of the Lease dated 14 September 1999 of numbered 19 in brown on the title plan referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under ST234358.*

- 10 (10.02.2006) UNILATERAL NOTICE affecting the land edged and numbered 28 in brown on the title plan in respect of The company entitled to the benefit of the provisions of an option agreement dated 1 February 2006 made between (1) Bristol International Airport Limited and (2) WPD Property Investments Limited being an option agreement for the grant of a lease of the land at Bristol International Airport, Lulsgate, Bristol.

- 11 (10.02.2006) BENEFICIARY: WPD Property Investments Limited care of Estates Manager, Avonbank, Feeder Road, Bristol, BS2 0TB.

- 12 (21.12.2007) The land is subject to the easements granted by a lease dated 11 December 2007 of the land edged and numbered 30 in brown on the title plan for a term commencing on 25 March 2007 and expiring on 28 September 2008. (NSE)

*NOTE: Copy filed.*

- 13 (18.01.2008) By a Deed dated 19 December 2007 made between (1) Bristol International Airport Limited (2) WPD Property Investment Limited and (3) Vodafone Limited the terms of the lease dated 1 February 2006 of Land and buildings at Bristol International Airport referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under ST243972.*

- 14 (07.10.2009) The land is subject to the easements granted by a lease dated 5 October 2009 of Suite 4B, Old Terminal Building, Bristol International Airport for a term commencing on 25 March 2008 and expiring on 24 March 2011.

*NOTE: Copy filed.*

- 15 (28.10.2009) UNILATERAL NOTICE in respect of a lease of certain areas



## C: Charges Register continued

in the Terminal Building dated 2 October 2009 made between (1) Bristol International Airport Limited and (2) Vodafone Limited from 29 September 2007 to 24 December 2013.

- 16 (28.10.2009) BENEFICIARY: Vodafone Limited of Vodafone House, The Connection, Newbury RG14 2FN.
- 17 (29.03.2011) An Agreement dated 16 February 2011 made between (1) North Somerset District Council (2) Bristol Airport Limited and (3) Credit Agricole Corporate and Investment Bank pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title and other land.
- NOTE: Copy filed.*
- 18 (14.03.2012) The land is subject to the easements granted by a Lease of Building 48 dated 28 February 2012 made between (1) Bristol Airport Limited and 2) Servisair UK Limited for a term commencing on 24 June 2011 and expiring on 23 June 2014.
- NOTE: Copy filed.*
- 19 (20.07.2012) The land is subject to the easements granted by a lease dated 29 June 2012 of Building 93 for a term commencing on 29 June 2012 and expiring on 23 June 2014.
- NOTE:- Copy filed.*
- 20 (26.09.2012) The land is subject to the easements granted by a lease dated 28 February 2012 of First Floor Offices, Northside House for a term commencing on 28 February 2012 and expiring on 23 June 2014.
- NOTE 1:- The grant of the rights in the above lease has not been completed by registration in accordance with section 27 of the Land Registration Act 2002 and so does not operate at law.
- NOTE 2:- Copy filed.*
- 21 (18.12.2012) The land is subject to the easements granted by a lease dated 28 February 2012 of first floor offices, The Terminal Building, Bristol Airport for a term commencing on 28 February 2012 and expiring 23 June 2014.
- NOTE: Copy filed*
- 22 (18.12.2012) The land is subject to the easements granted by a lease dated 6 December 2012 of ground floor premises The Terminal Building, Bristol Airport for a term commencing on 6 December 2012 and expiring on 23 June 2014.
- NOTE: Copy filed*
- 23 (18.12.2012) The land is subject to the easements granted by a lease dated 6 December 2012 of the Passenger Handling Office, Unclaimed Baggage Store and of Ticket desks and Office on the ground floor of The Terminal Building, Bristol Airport for a term commencing on 6 December 2012 and expiring on 23 June 2014.
- NOTE: Copy filed*
- 24 (05.03.2014) UNILATERAL NOTICE affecting Cell Sites 37778, 37779 and 6072, Terminal Building, Bristol Airport in respect of a Lease dated 18 February 2014 made between (1) Bristol Airport Limited and (2) Cornerstone Telecommunications Infrastructure Limited.
- 25 (05.03.2014) BENEFICIARY: Cornerstone Telecommunications Infrastructure Limited of The Exchange Building 1330, Arlington Business Park, Theale, Berkshire RG7 4SA.
- 26 (21.07.2014) The land is subject to the easements granted by a Lease dated 6 June 2014 of Telecommunications installation in the terminal building for a term commencing on 22 November 2011 and expiring on 21 November 2017.

*NOTE:-Copy filed.*

Title number ST180919

## C: Charges Register continued

27 (16.02.2015) The parts of the land affected thereby are subject to the rights granted by a Lease dated 6 February 2015 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under ST318800 .*

28 (08.06.2015) REGISTERED CHARGE dated 7 May 2015 affecting also other titles.

*NOTE: Charge reference ST163374.*

29 (08.06.2015) Proprietor: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (incorporated in France) (UK Regn. No. FC008194) of Broadwalk House, 5 Appold Street, London EC2A 2AG.

30 (08.06.2015) The proprietor of the Charge dated 7 May 2015 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.

31 (25.07.2019) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electronic Communications site at basement level in the terminal building dated 10 May 2019 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under ST356631 .*

32 (23.09.2019) The parts of the land affected thereby are subject to the rights granted by a Lease of an Electronic Communications Area, Terminal Building (basement level) dated 18 February 2019 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed under ST355449 .*

33 (03.12.2019) The parts of the land affected thereby are subject to the rights granted by a Lease of Engineering Facilities room at Ground Floor Level in Northside House, dated 8 November 2019 referred to in the schedule of leases hereto.

*NOTE: Copy lease filed.*

34 (03.02.2021) The land is subject to the easements granted by a lease of Offices and Operations Room in Aviation House dated 28 September 2020 made between (1) Bristol Airport Limited and (2) The Secretary Of State For Housing, Communities And Local Government On Behalf Of The Crown for a term commencing 14 November 2019 and expiring on 13 November 2024.

*NOTE:-Copy filed under ST351064.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	19.10.2004	Land and buildings at Edged and numbered 26 in brown	15.07.2004 30 years from 21.06.2004	ST230678
2	14.03.2005	Land at Bristol Edged and numbered 19 in brown	14.09.1999 from 30.06.1999 until 09.04.2047	ST234358
		<i>NOTE: See entry in the Charges Register relating to a Deed of Variation dated 18 November 2004</i>		
3	07.03.2005	Land and buildings at Edged and numbered 29 in brown	01.02.2006 50 years from 01.02.2006	ST243972

## Schedule of notices of leases continued

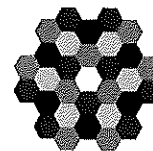
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	NOTE: See entry in the Charges Register relating to a Deed of variation dated 19 December 2007.			
4	28.01.2014 Edged and numbered 33 in brown	Land at Bristol International Airport	19.12.2013 25 years from 19.12.2013	ST311076
5	16.02.2015 Edged and numbered 34 in brown (NSE)	Land and buildings at Bristol International Airport	06.02.2015 From and including 06.02.2015 to and including 31.01.2056	ST318800
6	29.04.2015 Edged and numbered 35 in brown	Southside Hangar	02.04.2015 25 years from 27.09.2014	ST320180
7	25.07.2019 Edged and numbered 36 in brown (part of)	Communications site at basement level	10.05.2019 10 years from and including 30 May 2018	ST356631
8	23.09.2019 Edged and numbered 36 in brown (part of)	Electronic Communications Area, Terminal Building (Basement Level)	18.02.2019 10 years from and including 18 February 2019 to and including 17 February 2029	ST355449
	NOTE: See the entry in the Charges Register relating to the rights granted by this lease.			
9	03.12.2019 Edged and numbered 27 in brown (Part of)	Engineering Facilities room (Ground Floor), Northside House	08.11.2019 commencing 7 November 2019 and expiring on 6 November 2024	
	NOTE: See the entry in the Charges Register relating to the rights granted by this lease.			
10	22.09.2020 37, 38 and 39 in brown	Land at Bristol International Airport	17.09.2020 beginning on, and including 17 September 2020 and ending on, and including 18 December 2038	ST361254
11	26.07.2021 Edged and numbered 27 in brown (part of)	Engineering Accommodation located in Northside House (Ground Floor)	28.05.2021 commencing 1 July 2021 and expiring on 1st April 2028	
12	26.07.2021 Edged and numbered 36 in brown (part of)	Ground Operations Office	28.05.2021 commencing 1 July 2021 and expiring on 1st April 2028	
13	28.05.2021 Edged and numbered 40 in brown (part	Sales and Help Desk, Terminal Building (Ground Floor)	28.05.2021 commencing 1 July 2021 and expiring on 1	

Title number ST180919

### Schedule of notices of leases continued

Registration date and plan ref. of)	Property description	Date of lease and term	Lessee's title
		April 2028	

End of register



## Official copy of register of title

Title number ST337957

Edition date 17.07.2019

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

### A: Property Register

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

NORTH SOMERSET

- 1 (03.08.2017) 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-east of Northside House, Bristol International Airport, Bristol (BS48 3EP).
- 2 (17.07.2019) 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.
- 3 (17.07.2019) The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered ST354092 in green on the title plan and other land dated 22 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are granted by the said deed and affect the registered land.

*NOTE: Copy filed under ST349438*

### 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 (03.08.2017) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 2078692) of Bristol Airport, Lulsgate, Bristol BS48 3DY.
- 2 (03.08.2017) The value as at 3 August 2017 was stated to be under £80,000.

### C: Charges Register

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

- 1 (03.08.2017) The land is subject to such restrictive covenants as may have been imposed thereon before 3 August 2017 and are still subsisting

Title number ST337957

## C: Charges Register continued

and capable of being enforced.

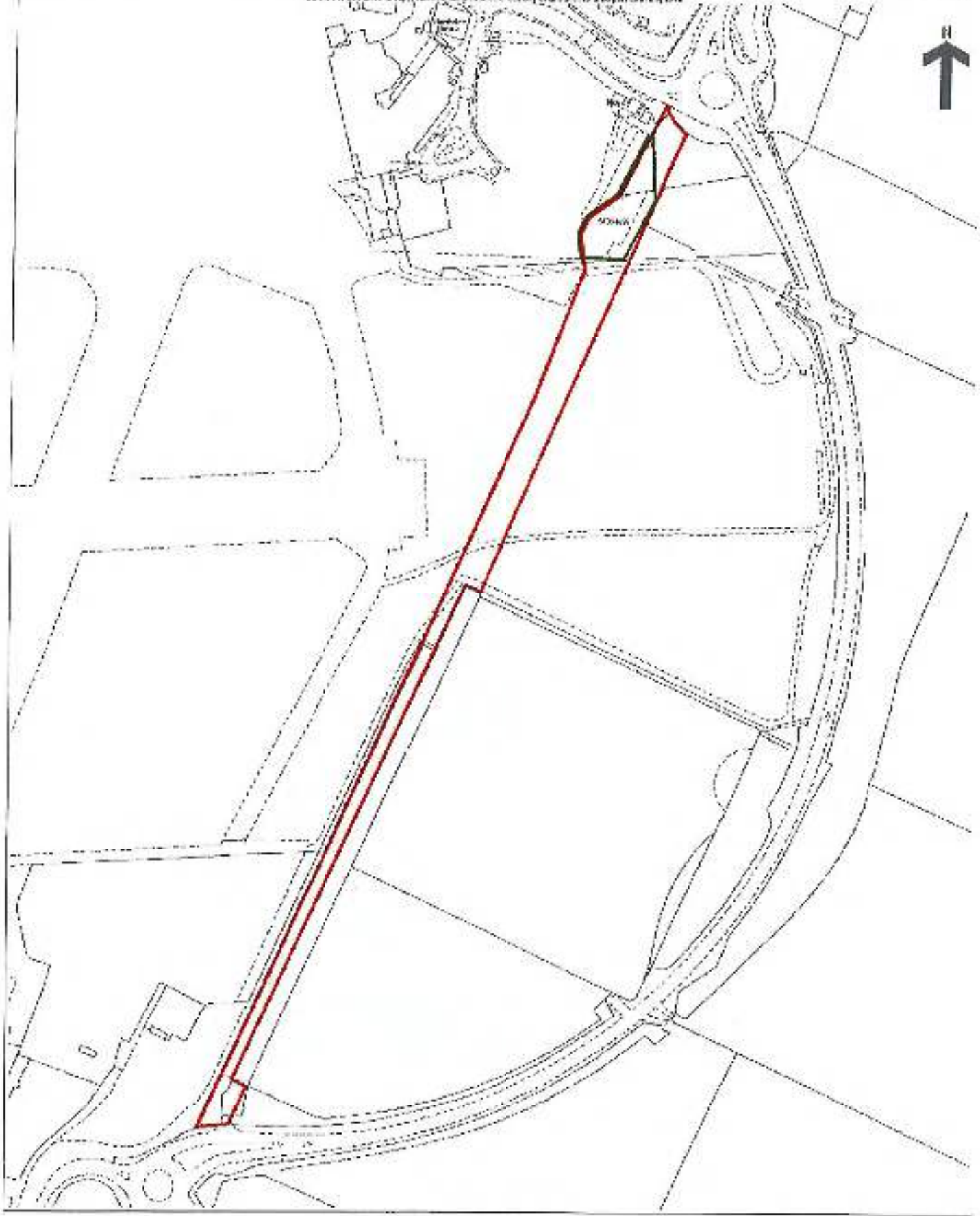
End of register

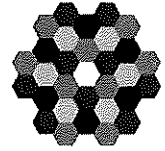
HM Land Registry  
Official copy of  
title plan

Title number: ST337957  
Ordnance Survey map reference: ST5165SW  
Scale 1:2500  
Administrative area North Somerset



This copy of the title plan is an official copy of the title plan.  
It is not a substitute for the title register or the title deeds.  
It is not a substitute for the title deeds or the title register.





# Official copy of register of title

Title number ST355226

Edition date 10.09.2019

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- Issued on 31 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, Plymouth Office.

## A: Property Register

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

NORTH SOMERSET

- 1 (07.12.2017) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north-west of A38, Wrington, Bristol.

## 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 (10.09.2019) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Administration Building, Bristol Airport, Bristol BS48 3DY.
- 2 (10.09.2019) The price stated to have been paid on 22 July 2019 for the land in this title and in ST355160 was £218,450.

## C: Charges Register

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

- 1 (07.12.2017) The land is subject to such restrictive covenants as may have been imposed thereon before 7 December 2017 and are still subsisting and capable of being enforced.
- 2 (10.09.2019) A Transfer which included the land in this title and other land dated 22 July 2019 made between (1) Esme Dawn Marshall and (2) Bristol Airport Limited contains restrictive covenants.

*NOTE: Copy filed under ST355160.*

End of register

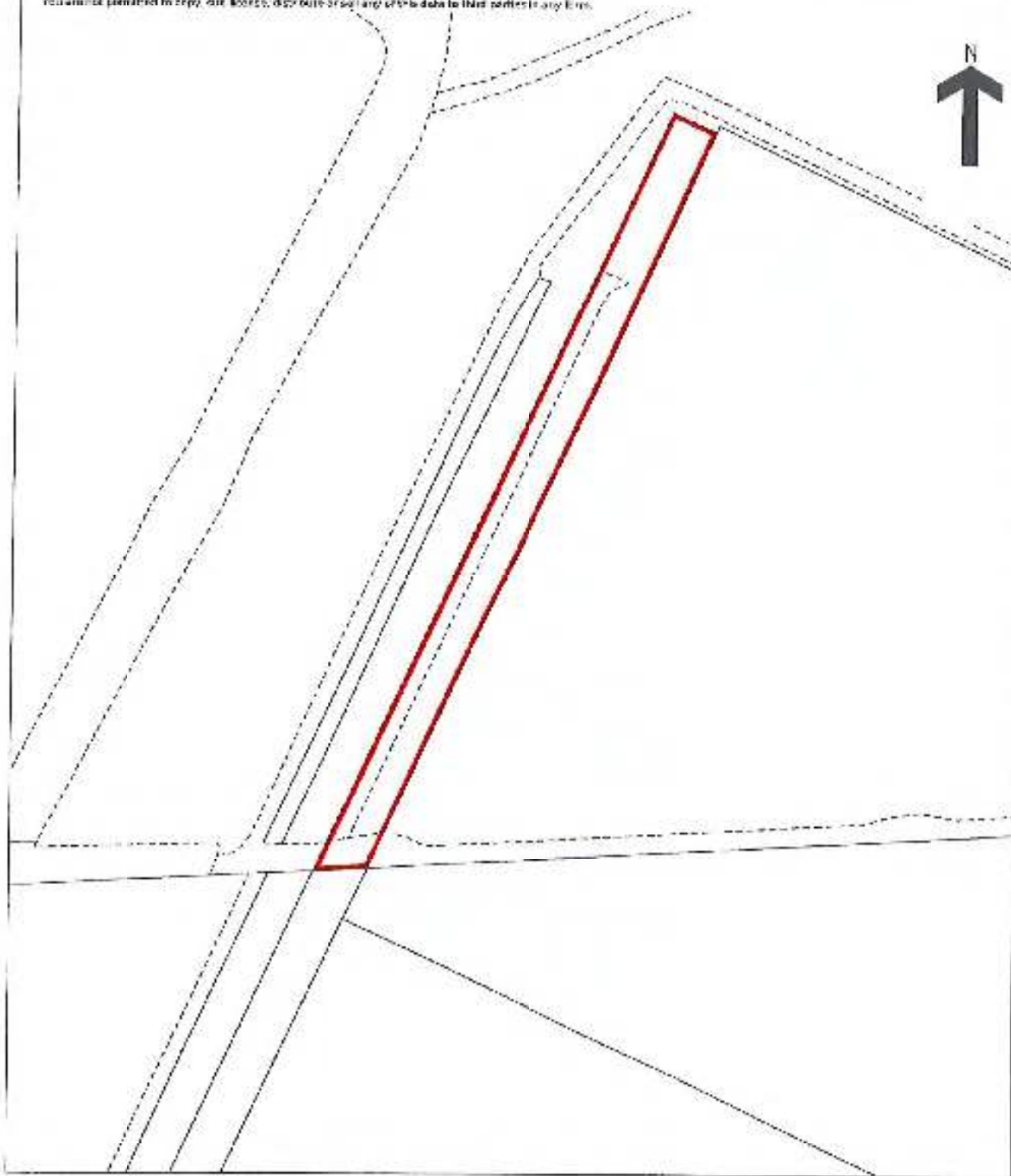


HM Land Registry  
Official copy of  
title plan

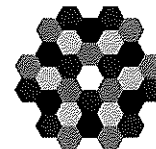
Title number **ST355226**  
Ordnance Survey map reference **ST5165SW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **North Somerset**



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# Official copy of register of title

Title number ST355723

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- Issued on 31 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, Plymouth 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.

NORTH SOMERSET

- 1 (04.10.2019) 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 New Fire Station, Bristol International Airport, Bristol (BS48 3DY).
- 2 (04.10.2019) The land has the benefit of any legal easements granted by a Transfer of the freehold estate in the land in this title dated 26 June 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.  
  
*NOTE: Copy filed under ST346326.*
- 3 (04.10.2019) The Transfer dated 26 June 2018 referred to above contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 4 (04.10.2019) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 22 July 2019  
Term : 15 years from 22 July 2019  
Parties : (1) Bristol Airport Developments Limited  
(2) Bristol Airport Limited
- 5 (04.10.2019) The Lease prohibits or restricts alienation.
- 6 (04.10.2019) 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

Title number ST355723

## B: Proprietorship Register continued

- 1 (04.10.2019) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Administration building, Fire Station, Bristol Airport, Bristol BS48 3DY.
- 2 (04.10.2019) The price, other than rents, stated to have been paid on the grant of the lease was £2,925,828.

## C: Charges Register

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

- 1 (04.10.2019) The land is subject to the rights reserved by the registered lease.
- 2 (04.10.2019) By a Conveyance dated 27 March 1946 made between (1) Francis Henry Ashman and others (the Vendors) and (2) Secretary of State for Air (the Purchaser) the freehold estate in the land in this title and other land was conveyed subject as follows:-

"Subject nevertheless to the legal rights of way and water and other actual easements apparent easements and quasi-rights and to the powers and provisions contained in the Bristol Waterworks Acts more particularly mentioned in a Conveyance dated the Seventh day of September One thousand eight hundred and ninety five and made between Francis William Forester of the first part The Right Honourable William Waldegrave Earl of Selborne and Frederick George Hilton Price of the second part and James Sanders of the third part being a Conveyance of the property hereby conveyed with other property so far as the same relate to or affect the property hereby conveyed and are still subsisting undetermined and capable of taking effect or being enforced."

NOTE: No further details of the Conveyance dated 7 September 1895 were supplied on first registration.

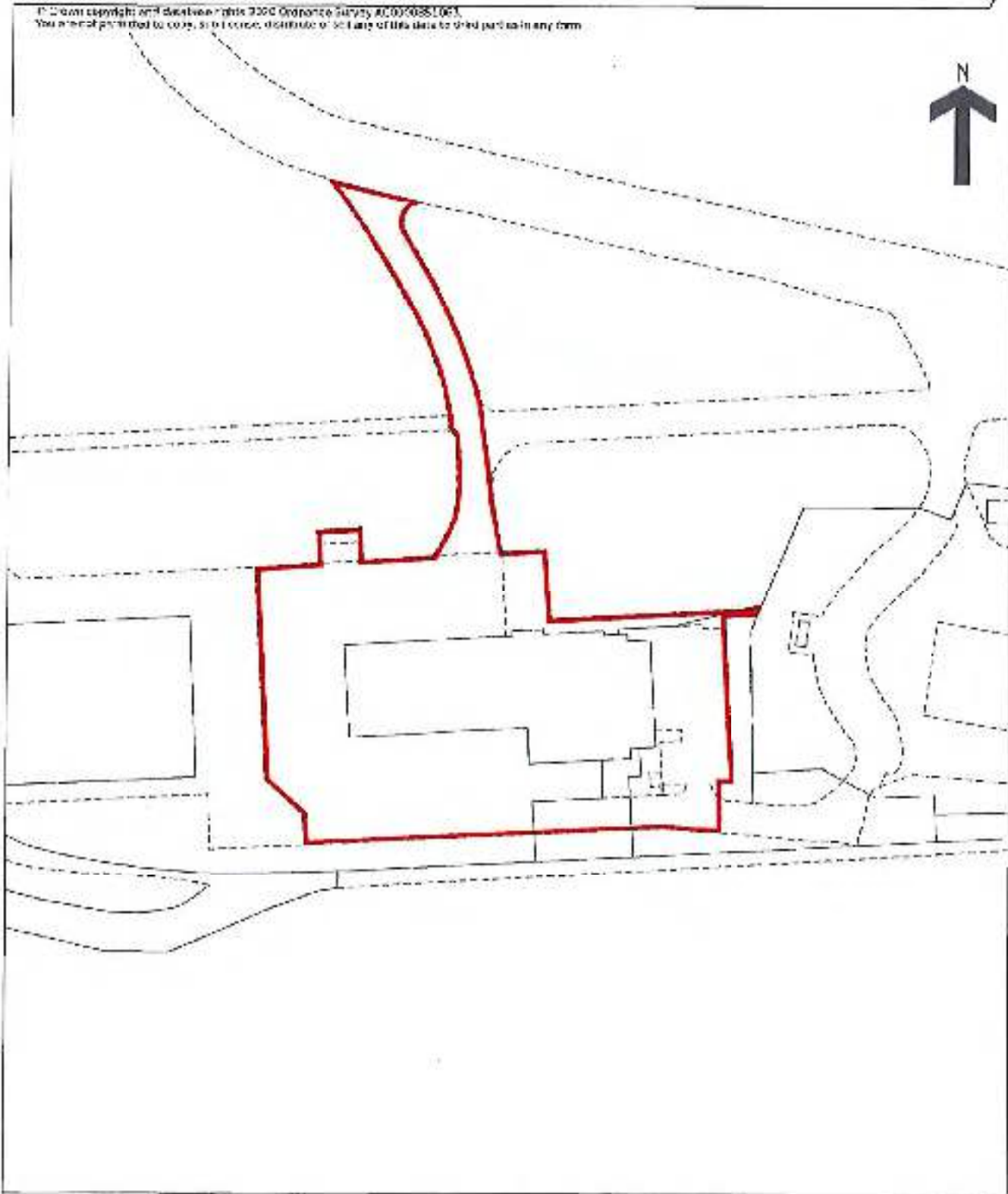
End of register

HM Land Registry  
Official copy of  
title plan

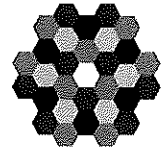
Title number **ST355723**  
Ordnance Survey map reference **ST4964NE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **North Somerset**



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Official copy  
of register of  
title

Title number ST358635

Edition date 20.02.2020

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- Issued on 31 Jul 2024.
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- This title is dealt with by HM Land Registry, Plymouth 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.

NORTH SOMERSET

- 1 (20.02.2020) 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 Land at Bristol International Airport, Bristol.
- 2 (20.02.2020) By a Conveyance dated 30 January 1948 made between (1) Francis Edwin Keel Reynolds (the Vendor) and (2) Secretary of State for Air (the Purchaser) the freehold estate in the land in this title was conveyed subject as follows and this registration takes effect subject thereto:-  
  
"SUBJECT to the exception of mines and minerals under the property hereby conveyed which exception was contained in a Conveyance dated the Twenty fourth day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and the Vendor of the other part."  
  
NOTE: No further details of the Conveyance dated 24 March 1927 were supplied on first registration.
- 3 (20.02.2020) The land has the benefit of any legal easements granted by a Transfer of the freehold estate in the land in this title and other land dated 22 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.  
  
NOTE: Copy filed under ST358635.
- 4 (20.02.2020) The Transfer dated 22 November 2018 referred to above contains a provision relating to the passing of easements as therein mentioned.
- 5 (20.02.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 6 December 2019  
Term : 15 years from 1 November 2019 to 31 October 2034

Title number ST358635

## A: Property Register continued

Parties : (1) Bristol Airport Developments Limited  
(2) Bristol Airport Limited

NOTE: The lease comprises also other land.

- 6 (20.02.2020) The Lease prohibits or restricts alienation.  
7 (20.02.2020) 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

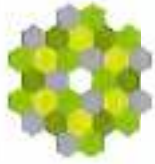
- 1 (20.02.2020) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.  
2 (20.02.2020) The price, other than rents, stated to have been paid on the grant of the lease of the land in this title and ST358637 was £4,248,766.

## C: Charges Register

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

- 1 (20.02.2020) The land is subject to any rights that are reserved by LR11.2 of the registered lease dated 6 December 2019 and affect the registered land.

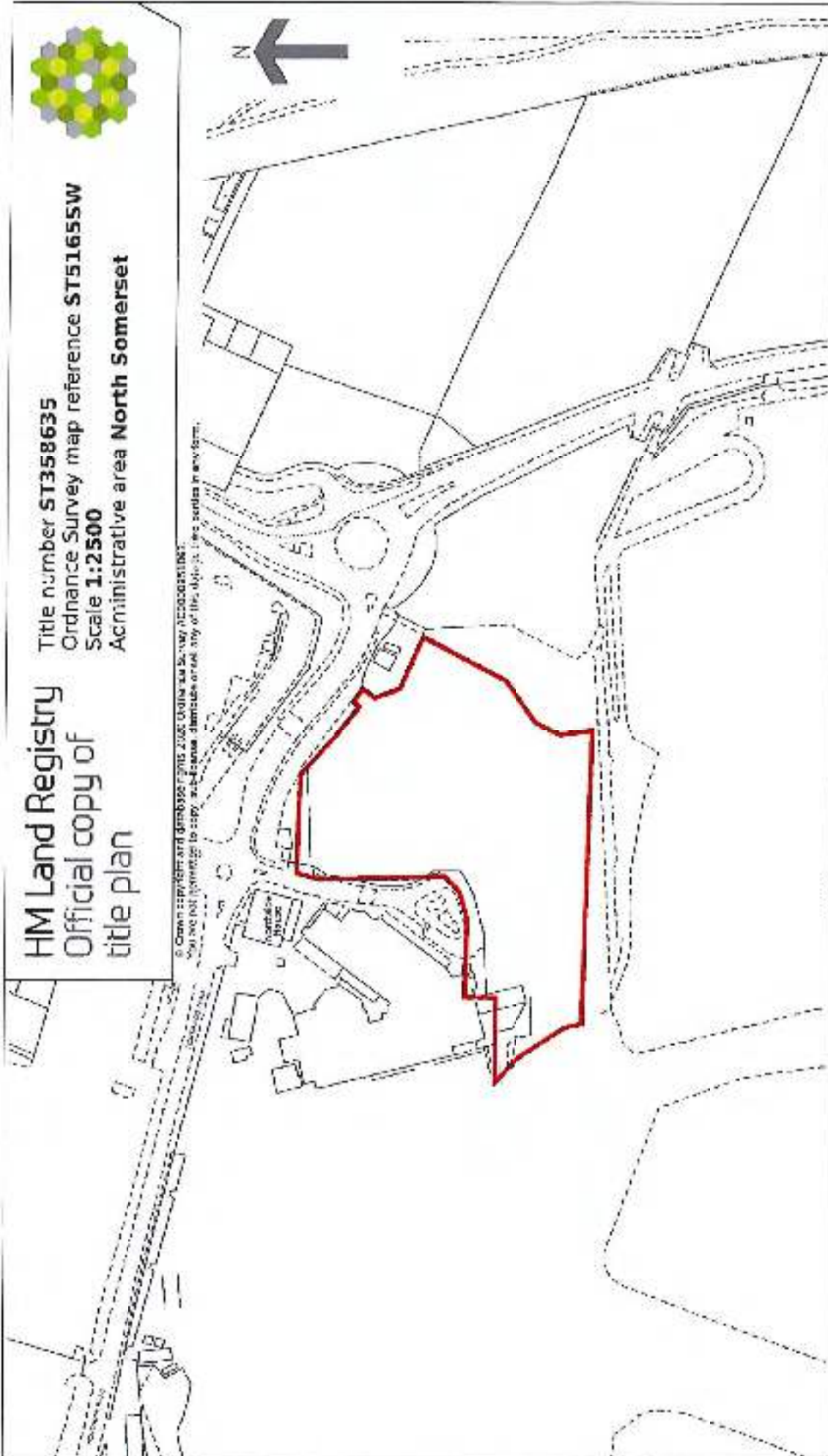
## End of register



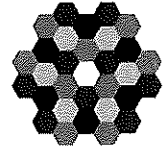
Title number **ST358635**  
Ordnance Survey map reference **ST51655W**  
Scale **1:2500**  
Administrative area **North Somerset**

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Official copy of  
title plan

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# Official copy of register of title

Title number ST358637

Edition date 20.02.2020

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- This title is dealt with by HM Land Registry, Plymouth 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.

NORTH SOMERSET

- 1 (20.02.2020) 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 Land at Bristol International Airport, Bristol.
- 2 (20.02.2020) The land has the benefit of any legal easements granted by a Transfer of the freehold estate in the land in this title and other land dated 22 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.  
*NOTE: Copy filed under ST349438.*
- 3 (20.02.2020) The Transfer dated 22 November 2018 referred to above contains a provision relating to the passing of easements as therein mentioned.
- 4 (20.02.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 6 December 2019  
Term : 15 years from 1 November 2019 to and including 31 October 2034  
Parties : (1) Bristol Airport Developments Limited  
(2) Bristol Airport Limited  
*NOTE: The lease comprises also other land.*
- 5 (20.02.2020) The Lease prohibits or restricts alienation.
- 6 (20.02.2020) 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 number ST358637

## Title possessory

- 1 (20.02.2020) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.
- 2 (20.02.2020) The price, other than rents, stated to have been paid on the grant of the lease for the land in this title and ST358635 was £4,248,766.

## C: Charges Register

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

- 1 (20.02.2020) The land is subject to such restrictive covenants as may have been imposed thereon before 3 August 2017 and are still subsisting and capable of being enforced.
- 2 (20.02.2020) The land is subject to any rights that are reserved by the registered lease dated 6 December 2019 and affect the registered land.

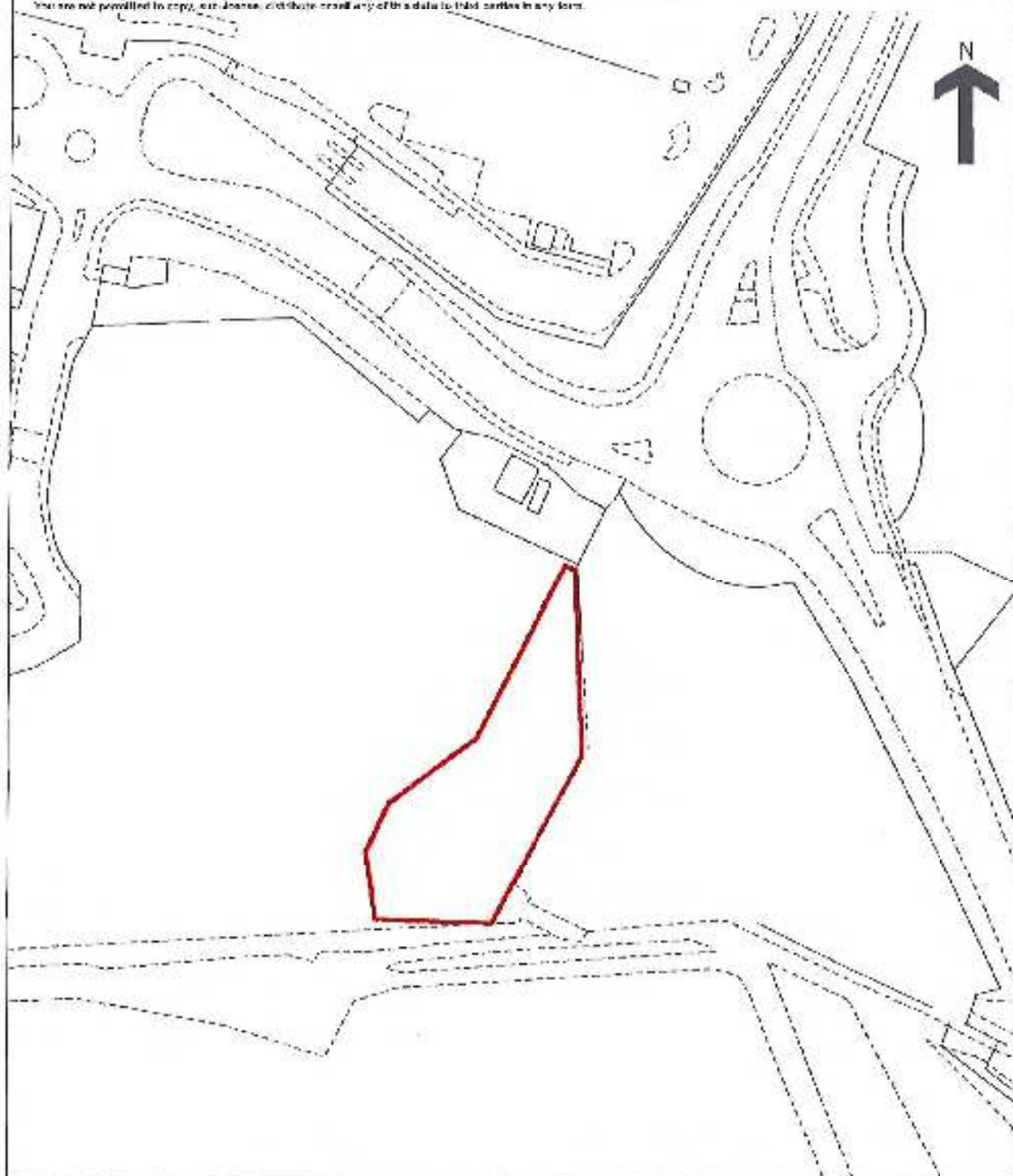
End of register

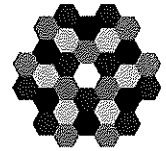
HM Land Registry  
Official copy of  
title plan

Title number **ST358637**  
Ordnance Survey map reference **ST51655W**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **North Somerset**



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# Official copy of register of title

Title number ST359557

Edition date 20.04.2020

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- Issued on 31 Jul 2024.
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- This title is dealt with by HM Land Registry, Plymouth 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.

NORTH SOMERSET

- 1 (20.04.2020) 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 Lulsgate House, North Side Road, Bristol International Airport, Bristol (BS48 3DW).
- 2 (20.04.2020) The Transfer dated 25 September 2018 referred to in the Charges Register contains a provision relating to the passing of easements as therein mentioned
- 3 (20.04.2020) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 6 February 2020  
 Term : 15 years from and including 31 December 2019 to and including 30 December 2034  
 Parties : (1) Bristol Airport Developments Limited  
 (2) Bristol Airport Limited
- 4 (20.04.2020) 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 (20.04.2020) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.
- 2 (20.04.2020) The price, other than rents, stated to have been paid on the grant of the lease was £3,190,485.

Title number ST359557

## C: Charges Register

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

- 1 (20.04.2020) The land is subject to the rights reserved by the registered lease.
- 2 (20.04.2020) The parts of the land affected thereby are subject to the following rights granted by a Lease of an electricity sub-station lying to the north dated 23 September 1999 made between (1) Bristol International Airport PLC and (2) South Western Electricity PLC:-

### "1 Definitions and Interpretation

#### 1.1 In this Lease:

"Accessway" means that part of the Retained Property providing access to the Property shown hatched green on the Plan or such other accessway as the Landlord shall from time to time provide;

"Cables" means any wire, cable, tube, pipe, conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting or distributing electricity or both, together with cooling systems and junction boxes and other ancillary equipment;

"Cable Route" means that part of the Retained Property shown hatched brown on the Plan;

"Retained Property" means the Landlord's adjoining property being Bristol International Airport, Bristol (the "Airport")

1.6 The right given to the Tenant to enter the Cable Route extends to anyone expressly authorised by the Tenant, and includes the right to bring any necessary workmen and appliances onto the Cable Route for the authorised purpose.

### 3 Rights Granted

#### 3.1 The right for the Tenant:

(a) in common with the Landlord and all others authorised by the Landlord to have access for pedestrians, vehicles and machinery over the Accessway at all times;

(b) to use the Cable Route throughout the Term;

(c) at reasonable times and on reasonable notice (but in emergency at any time and without notice) to enter onto the Cable Route where necessary for the purposes specified in clauses 3.1(e) including a right to bring any necessary workmen and equipment onto the Cable Route for the said purposes;

(d) to lay Cables under the Cable Route;

(e) to lay, inspect, repair and maintain the Cables under the Cable Route;

(f) to have access to the electricity switch and meter room shown coloured pink on Plan A for all purposes necessary to enable the Tenant to comply with its obligations under this Lease,

subject to the Tenant causing as little inconvenience obstruction and damage as possible and promptly making good any damage caused to the reasonable satisfaction of the Landlord.

#### 3.2 The right of support from the Retained Property."

NOTE: The "Accessway" hatched green on the lease plan mentioned in clause 1.1 is hatched blue on the title plan so far as it affects the land in this title. The "Cable Route" hatched brown on the lease plan also mentioned in clause 1.1 does not affect the land in this title but lies to the north. The land coloured pink on the lease plan mentioned in clause 3(f) lies to the north east of the land in this title.

- 3 (20.04.2020) An Agreement dated 16 February 2011 made between (1) North

Title number ST359557

## C: Charges Register continued

Somerset District Council (2) Bristol Airport Limited and (3) Credit Agricole Corporate and Investment Bank pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title and other land.

*NOTE: Copy filed under ST180919.*

- 4 (20.04.2020) The land is subject to any rights that are reserved by a Transfer of the freehold estate in the land in this title dated 25 September 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited.

*NOTE: Copy filed under ST349430.*

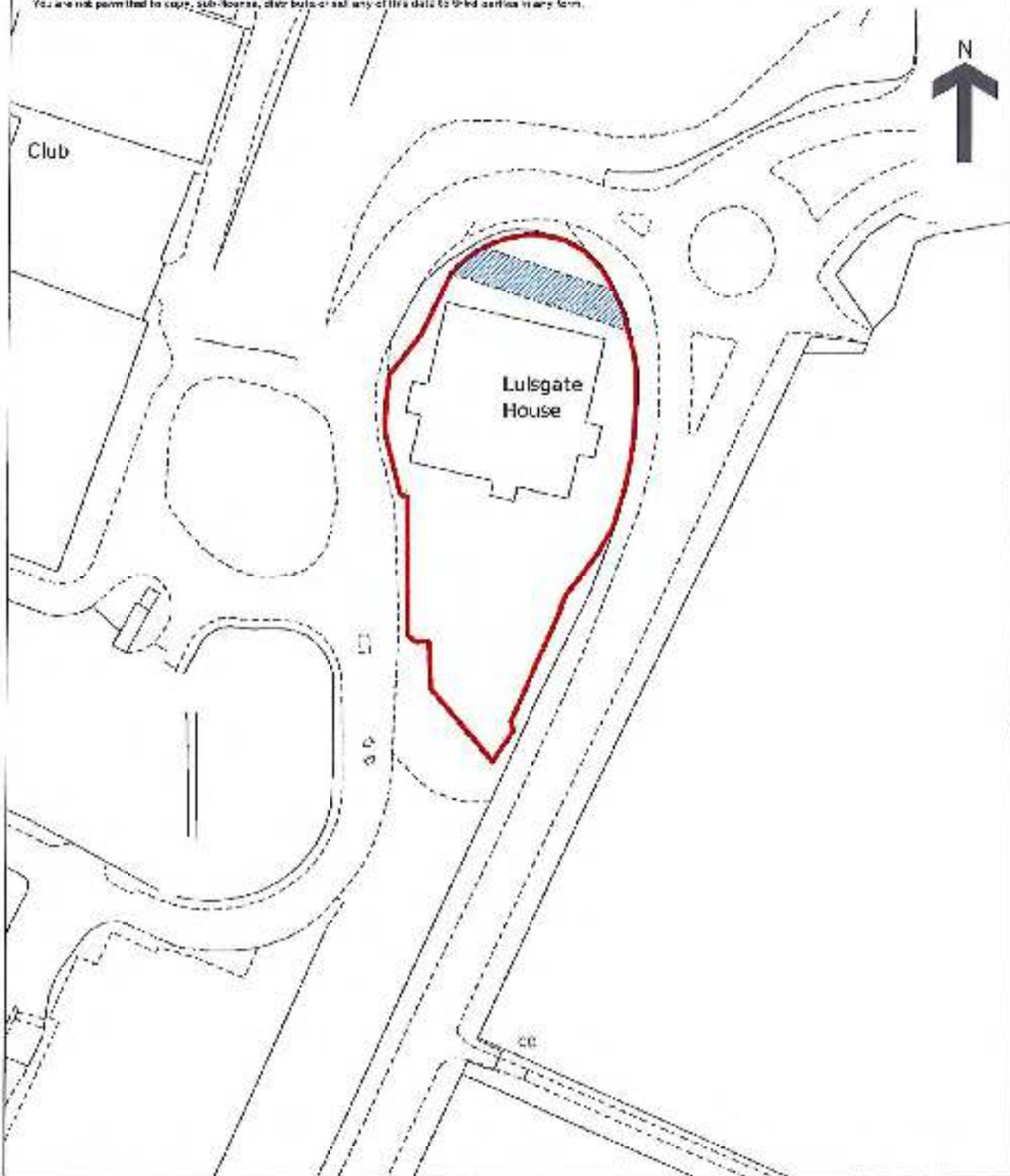
End of register

HM Land Registry  
Official copy of  
title plan

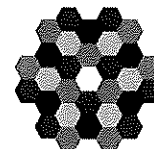
Title number **ST359557**  
Ordnance Survey map reference **ST5064NE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **North Somerset**



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# Official copy of register of title

Title number ST370506

Edition date 04.02.2022

- This official copy shows the entries on the register of title on 31 JUL 2024 at 09:37:33.
- 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 31 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, Plymouth 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.

NORTH SOMERSET

- 1 (04.02.2022) 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 Car Rental Building, North Side Road, Bristol International Airport, Bristol (BS48 3DW).
- 2 (04.02.2022) The land has the benefit of any legal easements granted by a Transfer of the freehold estate in the land in this title dated 28 November 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.  
  
*NOTE: Copy filed under ST349437.*
- 3 (04.02.2022) The Transfer dated 28 November 2018 referred to above contains a provision relating to the passing of easements as therein mentioned.
- 4 (04.02.2022) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 6 February 2020  
Term : 15 years beginning on and including 31 December 2019 and ending on and including 30 December 2034  
Parties : (1) Bristol Airport Developments Limited  
(2) Bristol Airport Limited
- 5 (04.02.2022) The Lease prohibits or restricts alienation.
- 6 (04.02.2022) 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 number ST370506

## Title absolute

- 1 (04.02.2022) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.
- 2 (04.02.2022) The price, other than rents, stated to have been paid on the grant of the lease was £4,809,632.

## C: Charges Register

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

- 1 (04.02.2022) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 and 2 in brown on the title plan dated 23 September 1999 referred to in the schedule of leases hereto:-

"1 Definitions and Interpretation

1.1 In this Lease:

"Accessway" means that part of the Retained Property providing access to the Property shown hatched green on the Plan or such other accessway as the Landlord shall from time to time provide;

"Cables" means any wire, cable, tube, pipe, conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting or distributing electricity or both, together with cooling systems and junction boxes and other ancillary equipment;

"Cable Route" means that part of the Retained Property shown hatched brown on the Plan;

"Retained Property" means the Landlord's adjoining property being Bristol International Airport, Bristol (the "Airport")

1.6 The right given to the Tenant to enter the Cable Route extends to anyone expressly authorised by the Tenant, and includes the right to bring any necessary workmen and appliances onto the Cable Route for the authorised purpose.

3 Rights Granted

3.1 The right for the Tenant:

(a) in common with the Landlord and all others authorised by the Landlord to have access for pedestrians, vehicles and machinery over the Accessway at all times;

(b) to use the Cable Route throughout the Term;

(c) at reasonable times and on reasonable notice (but in emergency at any time and without notice) to enter onto the Cable Route where necessary for the purposes specified in clauses 3.1(e) including a right to bring any necessary workmen and equipment onto the Cable Route for the said purposes;

(d) to lay Cables under the Cable Route;

(e) to lay, inspect, repair and maintain the Cables under the Cable Route;

(f) to have access to the electricity switch and meter room shown coloured pink on Plan A for all purposes necessary to enable the Tenant to comply with its obligations under this Lease,

subject to the Tenant causing as little inconvenience obstruction and damage as possible and promptly making good any damage caused to the reasonable satisfaction of the Landlord.

3.2 The right of support from the Retained Property."

NOTE: The "Accessway" hatched green on the lease plan mentioned in



Title number ST370506

## C: Charges Register continued

clause 1.1 is hatched blue on the title plan so far as it affects the land in this title. The "Cable Route" hatched brown on the lease plan also mentioned in clause 1.1 is reproduced on the title plan so far as it affects the land in this title. The land coloured pink on the lease plan mentioned in clause 3(f) is tinted blue on the title plan.

- 2 (04.02.2022) An Agreement dated 16 February 2011 made between (1) North Somerset District Council (2) Bristol Airport Limited and (3) Credit Agricole Corporate and Investment Bank pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title and other land.

*NOTE: Copy filed under ST180919.*

- 3 (04.02.2022) 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: The lease of the land in this title takes effect as a concurrent lease in relation to the lease dated 23/09/1999 referred to in the schedule of leases hereto.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	20.12.1999 Edged and numbered 1 and 2 in brown	being land at Bristol Airport	23.09.1999 from 17.08.1999 to 20.04.2049	ST177526

*NOTE: See entry in the Charges Register relating to the rights granted by this lease.*

End of register

Bristol International

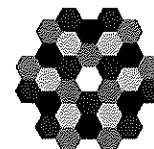
HM Land Registry  
Official copy of  
title plan

Title number **ST370506**  
Ordnance Survey map reference **ST5064NE**  
Scale **1:2500**  
Administrative area **North Somerset**



This is an official copy of the title plan for the land shown. It is a copy of the title plan as it appears on the title register. It is not a copy of the title plan as it appears on the title register. It is not a copy of the title plan as it appears on the title register.





# Official copy of register of title

Title number ST370508

Edition date 04.02.2022

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- Issued on 31 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, Plymouth 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.

NORTH SOMERSET

- 1 (04.02.2022) 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 Multi Storey Car Park, Bristol International Airport, Bristol.
- 2 (04.02.2022) By a Conveyance dated 1 April 1947 made between (1) Matthew Henry Laxton and (2) Secretary of State for Air the land in this title together with other land was conveyed subject as follows and this registration takes effect subject thereto:-  
  
"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."  
  
NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.
- 3 (04.02.2022) The land has the benefit of any legal easements granted by a Transfer of the freehold estate of the land in this title dated 29 September 2017 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.  
  
NOTE: Copy filed under ST343009.
- 4 (04.02.2022) The Transfer dated 29 September 2017 referred to above contains a provision relating to the creation and/or passing of easements.
- 5 (04.02.2022) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 6 December 2019  
Term : 15 years beginning on and including the 01 November 2019 and ending on and including 31 October 2034  
Parties : (1) Bristol Airport Developments Limited

Title number ST370508

## A: Property Register continued

(2) Bristol Airport Limited

6 (04.02.2022) The Lease prohibits or restricts alienation.

7 (04.02.2022) 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 (04.02.2022) PROPRIETOR: BRISTOL AIRPORT LIMITED (Co. Regn. No. 02078692) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.

2 (04.02.2022) The price, other than rents, stated to have been paid on the grant of the lease was £9,785,820.

## C: Charges Register

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

1 (04.02.2022) An Agreement dated 16 February 2011 made between (1) North Somerset District Council (2) Bristol Airport Limited and (3) Credit Agricole Corporate and Investment Bank pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title and other land.

*NOTE: Copy filed under ST180919.*

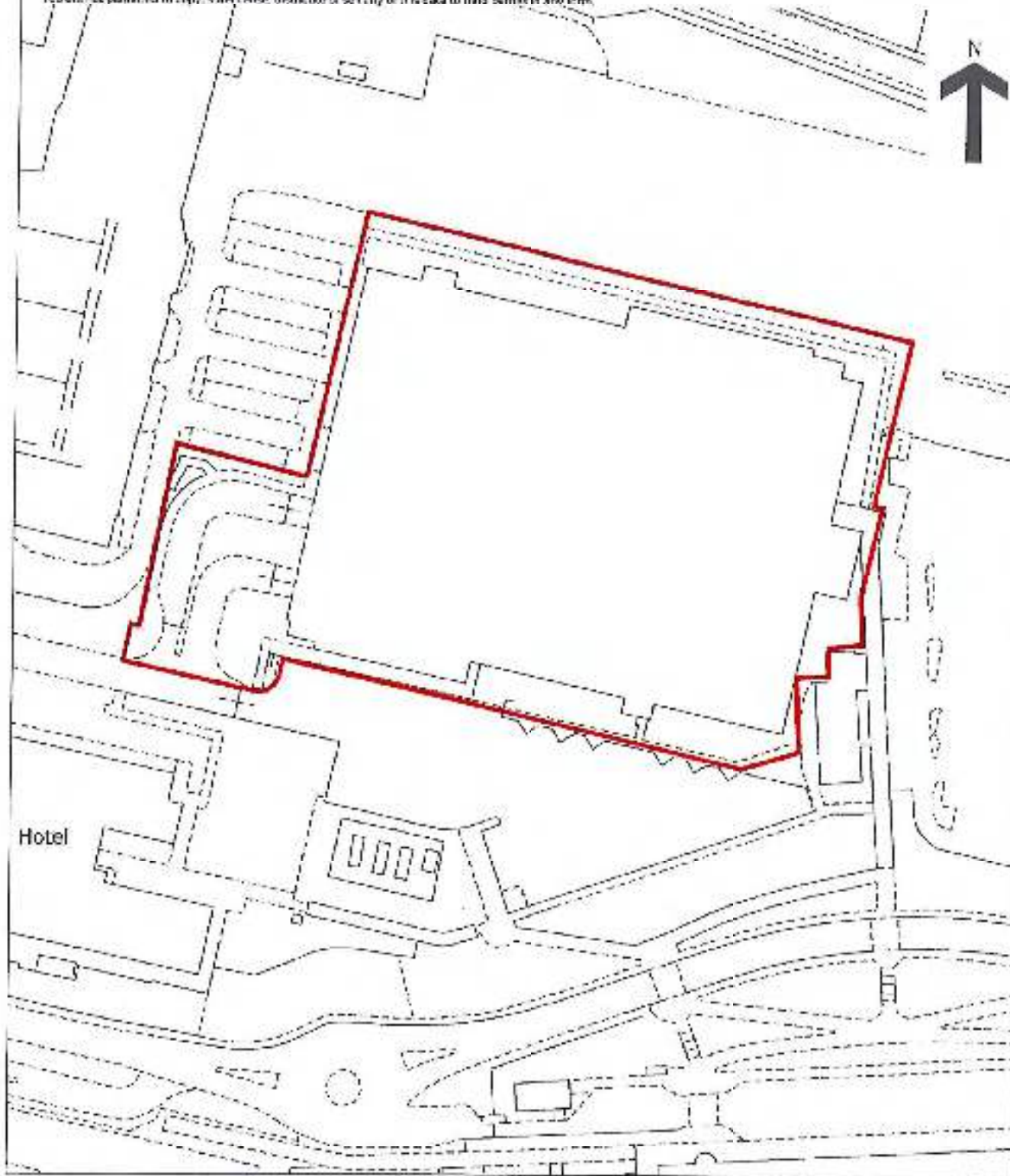
End of register

HM Land Registry  
Official copy of  
title plan

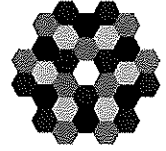
Title number **ST370508**  
Ordnance Survey map reference **ST5065NE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **North Somerset**



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**Official copy  
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title**

Title number ST283749

Edition date 08.06.2020

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- Issued on 31 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, Plymouth Office.

## A: Property Register

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

NORTH SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Bristol International Airport, Bristol (BS48 3DY).
- 2 (20.12.1999) By the Conveyance dated 1 April 1947 made between (1) Matthew Henry Laxton (the Vendor) and (2) Secretary of State for Air (the Purchaser) the land in this title and other land was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."

NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.

- 3 (23.03.2010) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 30 September 2009 made between (1) Bristol International Airport Limited and (2) South West Airports Limited.

NOTE: Copy filed.

- 4 (23.03.2010) The Transfer dated 30 September 2009 referred to above contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.

- 5 (03.04.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

- 6 (28.02.2020) A deed dated 27 February 2020 made between (1) Bristol Airport Limited and (2) Southwest Airports Limited is expressed to be supplemental to the Transfer dated 30 September 2009 referred to above.

By the said deed the rights granted by the transfer dated 30 September 2009 are included in the registration only so far as they are granted over ST180919.

NOTE:-Copy filed.

Title number ST283749

## 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 (23.03.2010) PROPRIETOR: SOUTH WEST AIRPORTS LIMITED (Co. Regn. No. 05403045) of Bristol International Airport, North Somerset BS48 3DY.

## C: Charges Register

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

- 1 (03.04.2017) 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 (08.06.2020) By a Deed dated 3 March 2020 made between (1) South West Airports Limited (2) Genius Explorer Limited and (3) CMC Financial Leasing (Hong Kong) Limited the terms of the lease dated 23 March 2017 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under ST335233.*

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	25.07.2017 Edged blue	Hotel, North Side Road, Bristol International Airport	23.03.2017 99 years from 23.3.2017	ST335233

NOTE 1: The lease contains an option to renew upon the terms therein mentioned.

NOTE 2: See entry in the Charges Register relating to a Deed of Variation dated 3 March 2020

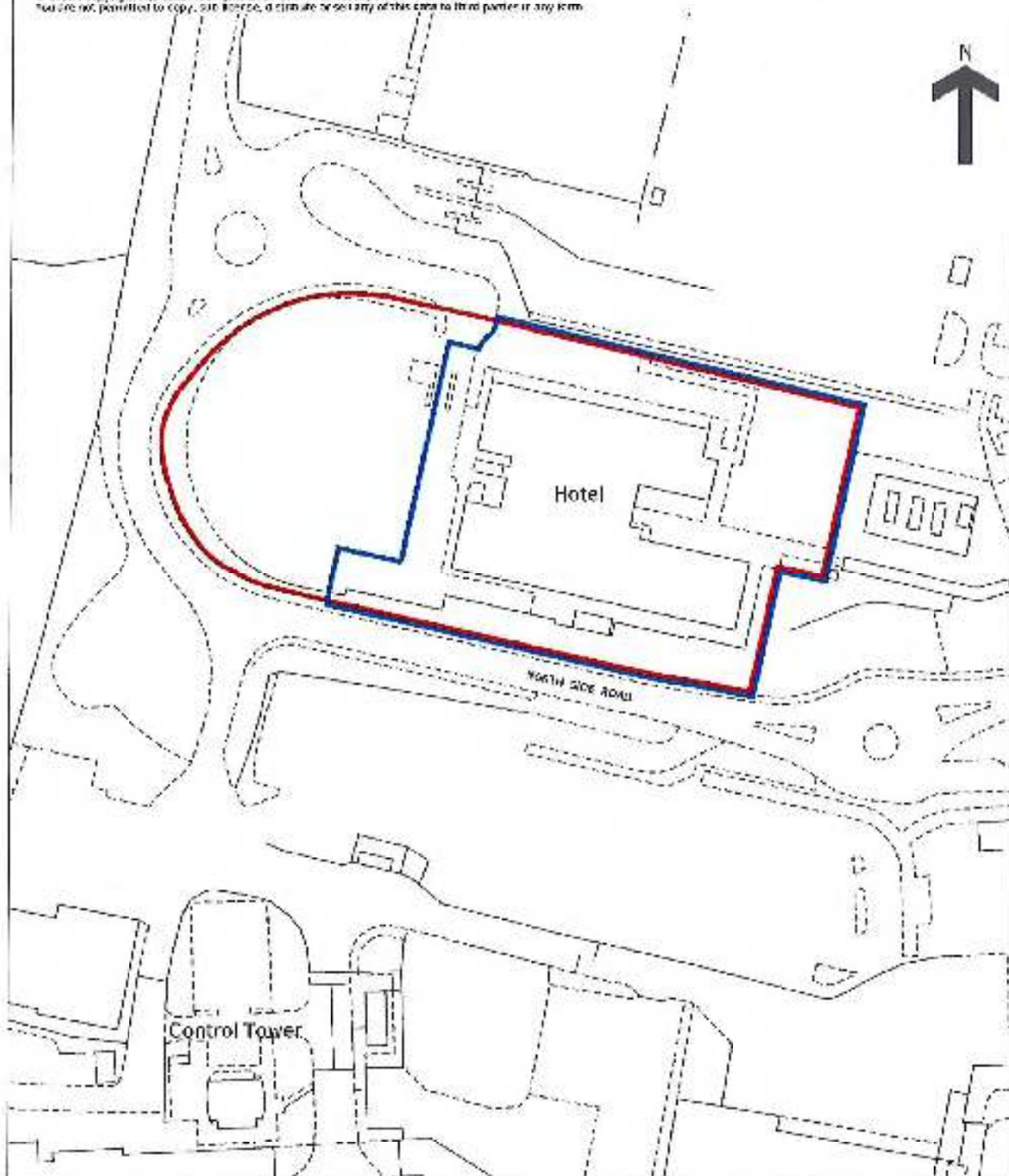
End of register

HM Land Registry  
Official copy of  
title plan

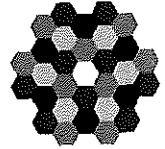
Title number **ST283749**  
Ordnance Survey map reference **ST5065NW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **North Somerset**



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# Official copy of register of title

Title number ST331855

Edition date 04.11.2016

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

## A: Property Register

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

NORTH SOMERSET

- 1 (04.11.2016) 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 of Bristol International Airport, Bristol (BS48 3DY).
- 2 (04.11.2016) The land has the benefit of the following legal easements granted by a Conveyance of the land in this title dated 13 February 1979 made between (1) Noillag (Property Development) Limited (Vendor) and (2) Vita-Tex Limited (Purchaser) :-  
  
"TOGETHER WITH the full and free right of way thereto from the public high-way to the west with or without vehicles and animals for all purposes and at all times over the Ordnance Survey Number 156 the route of which is approximately delineated on the said plan and thereon coloured blue.

Note:- Copy plan filed.

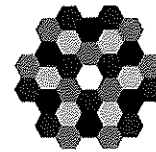
## B: Proprietorship Register

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

### Title absolute

- 1 (04.11.2016) PROPRIETOR: SOUTH WEST AIRPORTS LIMITED (Co. Regn. No. 05403045) of Bristol International Airport, Bristol BS48 3DY.
- 2 (04.11.2016) The value stated as at 4 November 2016 was £6,300,000.

### End of register



# Official copy of register of title

Title number ST371655

Edition date 08.04.2022

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- Issued on 31 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, Plymouth Office.

## A: Property Register

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

NORTH SOMERSET

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Bristol International Airport, Bristol (BS48 3DY).
- 2 (20.12.1999) By the Conveyance dated 1 April 1947 made between (1) Matthew Henry Laxton and (2) Secretary of State for Air the land was conveyed subject as follows and this registration takes effect subject thereto:-  
  
"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."  
  
NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.
- 3 (08.04.2022) The land has the benefit of any legal easements granted by a Transfer which included the land in this title dated 31 December 2019 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.  
  
*NOTE: Copy filed.*
- 4 (08.04.2022) The Transfer dated 31 December 2019 referred to above contains a provision relating to the creation and/or passing of easements.

## 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 (08.04.2022) PROPRIETOR: BRISTOL AIRPORT DEVELOPMENTS LIMITED (Co.

Title number ST371655

## B: Proprietorship Register continued

Regn. No. 05175337) of Lulsgate House, North Side Road, Bristol International Airport, Bristol BS48 3DW.

- 2 (08.04.2022) The price stated to have been paid on 31 December 2019 was £1,526,265.
- 3 (08.04.2022) 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 7 May 2015 in favour of Credit Agricole Corporate And Investment Bank referred to in the Charges Register or their conveyancers.

## C: Charges Register

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

- 1 (08.06.2015) REGISTERED CHARGE dated 7 May 2015 affecting also other titles.  
  
NOTE: Charge reference ST163374.
- 2 (08.04.2022) Proprietor: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (incorporated in France) (UK Regn. No. FC008194) (an unlimited company) of Broadwalk House, 5 Appold Street, London EC2A 2AG.
- 3 (08.06.2015) The proprietor of the Charge dated 7 May 2015 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.

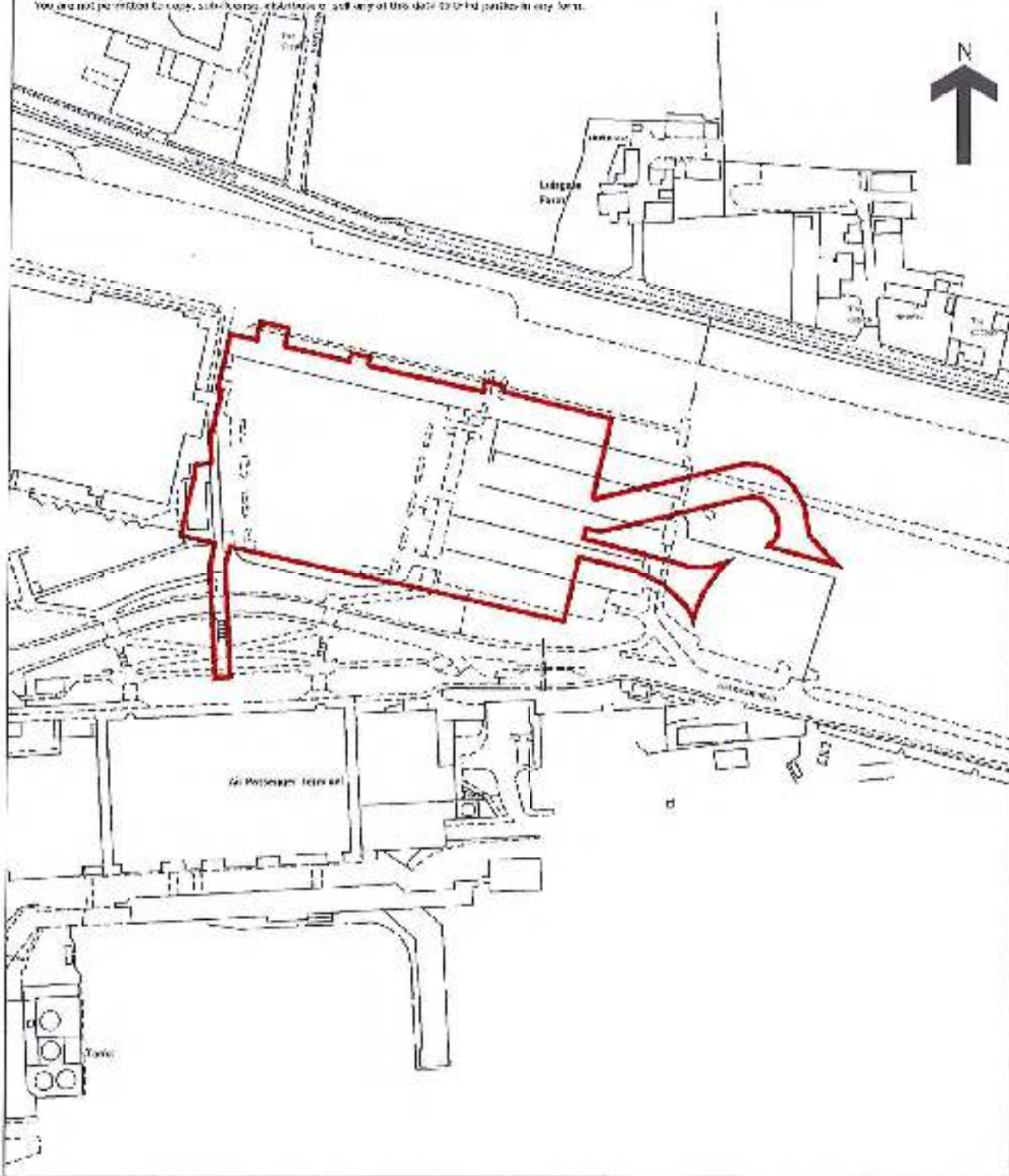
End of register

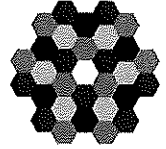
HM Land Registry  
Official copy of  
title plan

Title number **ST371655**  
Ordnance Survey map reference **ST5065NE**  
Scale **1:2500**  
Administrative area **North Somerset**



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Official copy  
of register of  
title

Title number ST351064

Edition date 26.07.2021

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- Issued on 31 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, Plymouth Office.

## A: Property Register

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

NORTH SOMERSET

1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Aviation House, Bristol International Airport, Bristol (BS48 3DY).

2 (20.12.1999) By a Conveyance dated 1 April 1947 made between (1) Matthew Henry Laxton and (2) Secretary of State for Air the land was conveyed subject as follows and this registration takes effect subject thereto:-

"SUBJECT to the exception of all mines and minerals under the land hereby conveyed which exception was contained in a Conveyance dated the thirty first day of March One thousand nine hundred and twenty seven and made between Lewis John Franks of the one part and Oliver Richard Vauden of the other part."

NOTE: No further details of the Conveyance dated 31 March 1927 were supplied on first registration.

3 (20.12.1999) The Conveyance dated 19 February 1948 referred to above contains the following covenants which are expressed to be for the benefit of the land edged and numbered 17 in blue and edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan:-

"2. THE Vendor for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the restricted area and every part thereof by whomsoever the restricted area or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Purchaser and his successors in title and assigns owner or owners for the time being of the conveyed property or of the adjoining land or of the additional property or of any part thereof) hereby COVENANTS with the Purchaser and his successors in title to the conveyed property and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto.

### THE THIRD SCHEDULE

COVENANTS affecting the restricted area

## A: Property Register continued

(a) That no building structure or other erection fence shed stack or chimney or obstacles of any kind or of whatever description and whether permanent or temporary shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the restricted area and that no existing fencing or any fencing hereafter to be erected in substitution therefor on the restricted area shall be increased in height beyond the height of the fencing now standing thereon

(b) That no trees or hedges of whatever description shall be planted or be permitted to be planted hereafter or to grow on the restricted area

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or remain over the restricted area

(d) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if the Vendor or any person deriving title under him in respect of the restricted area shall for fourteen days after notice in writing given by the Purchaser or his successors in title in respect of the conveyed property or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Purchaser and his successors in title or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the restricted area or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any such buildings structures or other erections as aforesaid and any mast overhead cable or wire and to cut fell lop or prune any timber trees or hedges placed erected planted or growing upon the restricted area in contravention of the covenants hereinbefore contained or the rights hereby granted and to carry out any work necessary to comply with such covenants the Vendor or his successors in title as aforesaid paying the cost and expense thus incurred the Purchaser nevertheless doing as little damage as possible to the restricted area PROVIDED ALWAYS that any action taken by the Purchaser or his successors in title as aforesaid under this sub-clause shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: The land edged and numbered 17 in blue on the title plan comprises part of "The Conveyed Property" mentioned in clause 2. The land edged and numbered 7, 9, 10, 11 and 16 in blue on the title plan comprises part of "The Adjoining Land" also mentioned in clause 1 and "The Restricted Area" is the land edged and numbered 18 in blue on the title plan.

4 (20.12.1999) The land has the benefit of the following rights granted by a Conveyance of the land in this title and other land dated 19 February 1948 made between (1) James Winstone (the Vendor) and (2) Secretary of State for Air (the Purchaser):-

"1. THE Vendor as beneficial owner hereby grants unto the Purchaser all the rights in relation to the restricted area that is to say in relation to the property described in the Second Part of the First Schedule hereto which said rights are described in the Second Schedule hereto to the intent that such rights shall be for ever appurtenant to the conveyed property and the adjoining land (which adjoining land is described in the Third Part of the First Schedule hereto) for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the conveyed property or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Purchaser and his successors or assigns in whatsoever state the conveyed property or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any erection or building thereon may be put

# A: Property Register continued

## THE FIRST SCHEDULE

### SECOND PART

Description of land in respect of which covenants are entered into by the Vendor and over which rights are granted to the Purchaser.

ALL THOSE pieces of land containing 49.865 acres or thereabouts situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured blue which said pieces of land form part of Cornerpool Farm and are more particularly described by reference to the numbers on the Ordnance Survey Map for the said Parish (1903 Edition) (Sheet Somerset XI. 7) and the acreages as follows:-

Number on O.S. Map	Area in Acres
176	6.565
177	6.183
178	4.694
179	.471
180	1.488
181	.543
182	1.225
Part 183	5.440
Part 185	17.944
212	5.312
TOTAL ... 49.865 Acres	

### THIRD PART

Description of the adjoining land of the Purchaser

ALL THOSE pieces of land situate in the Parish of Wrington in the County of Somerset delineated on the plan annexed hereto and thereon coloured green which said land forms part of the Lulsgate Bottom Aerodrome

## THE SECOND SCHEDULE

### RIGHTS affecting the restricted area

1. Full and free right liberty and authority for the Purchaser and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of twenty one years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees now standing on the restricted area or any part thereof or in the hedges bounding the same and for that purpose to enter upon the restricted area or any part thereof the Purchaser doing as little damage as possible to the restricted area and making reasonable compensation for any damage caused to the restricted area or any crops thereon by such felling any timber so felled remaining the property of the Vendor or other the owner for the time being of the land on which the same was growing PROVIDED that the right granted by this paragraph shall not prejudice or affect the covenants contained in the Third Schedule to the before written deed prohibiting the planting or growing hereafter of any trees or hedges on the restricted area.

2. Such easements or rights of interference with the free use of the restricted area as may be necessary to the full extent of and in accordance with the covenants on the part of the Vendor in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective.

NOTE: "The Conveyed Property" mentioned in clause 1 lies to the south of the land in this title. The land coloured blue mentioned in the second part of the first schedule lies to the south of the land in this title. The land in this title comprises part of the land coloured green mentioned in the third part of the first schedule.

## A: Property Register continued

5 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following covenants which are expressed to be for the benefit of the land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan:-

"3. IN further pursuance of the said agreement and in consideration of the premises:-

(i) Mr. Marshall for himself and the persons deriving title under him (to the intent and so that the covenants herein contained shall be binding on the green land and every part thereof by whomsoever the green land or any part thereof shall for the time being be owned or occupied and may enure for the benefit of the Secretary of State and his successors in title and assigns owner or owners for the time being of the pink land or of the adjoining land or of the additional property or of any part thereof) hereby covenants with the Secretary of State and his successors in title to the pink land and to the adjoining land and to the additional property in manner set out in the Third Schedule hereto

THE THIRD SCHEDULE above referred to

(Being the restrictive covenants entered into

by Mr. Marshall in relation to the green land)

(a) That no building structure or other erection of any kind or of whatever description (whether permanent or temporary) being more than two storeys in height shall at any time be erected built or placed or be permitted to be erected built or placed on the green land or any part thereof

(b) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding thirty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched yellow on the plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such part of the green land shall be permitted to grow to a height exceeding thirty feet

(c) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding thirty feet from the ground level upon over or across the said part of the green land hatched yellow on the said plan marked "Plan B" annexed hereto

(d) That no building structure or other erection fence shed stack or chimney or obstacle of any kind or of whatever description and whether permanent or temporary exceeding twenty feet in height from the ground level shall at any time be erected built or placed upon over or across or be permitted to be erected built or placed upon over or across the part of the green land hatched red on the said plan marked "Plan B" annexed hereto or any part thereof and that no tree or hedge on such last mentioned part of the green land shall be permitted to grow to a height exceeding twenty feet

(e) That no mast overhead cable or wire of any description shall be carried or be permitted to be carried or to remain at a height exceeding twenty feet from the ground level upon over or across the said part of the green land hatched red on the said plan marked "Plan B" annexed hereto

(f) That in the event of any breach of any of the covenants hereinbefore contained occurring within the said period defined in the Second Schedule to the before-written deed if Mr. Marshall or any person deriving title under him in respect of the green land or any part thereof shall for fourteen days after notice in writing given by the Secretary of State or his successors in title in respect of the



## A: Property Register continued

pink land or the adjoining land or the additional property or any part thereof requiring such breach to be remedied fail or neglect to comply with such covenant and to remedy the breach accordingly the Secretary of State and his successors or his or their assigns or his or their officers and agents shall have the right and liberty within the said period to enter upon the green land or any part thereof with or without workmen servants and agents authorised by him or them and to pull down and demolish any building structure or other erection as aforesaid and any mast overhead cable wire or obstacle and to cut fell lop or prune any timber trees or hedges placed erected carried growing or being upon over or across any part of the green land in contravention of any of the covenants hereinbefore contained or the rights hereinbefore granted and to carry out any work necessary to comply with such covenants Mr. Marshall or his successors in title as aforesaid paying the expense thus incurred the Secretary of State nevertheless doing as little damage as possible to the green land PROVIDED ALWAYS that any action taken by the Secretary of State or his successors in title as aforesaid shall be without prejudice to any other rights and remedies of him or them in respect of any breach of the covenants hereinbefore contained or otherwise."

NOTE: "The Green Land" mentioned in clause 3 is edged and numbered 1 and 2 in blue on the title plan. "The Pink Land" also mentioned in clause 3 is the land edged and numbered 8 in blue on the title plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of "The Adjoining Land" "The Green Land" hatched yellow on the deed plan B mentioned in paragraph (b) of the third schedule is edged and numbered 1 in blue on the title plan. "The Green Land" hatched red on the said deed plan mentioned in paragraph (d) of the third schedule is edged and numbered 2 in blue on the title plan.

- 6 (20.12.1999) The land edged and numbered 8 in blue and edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan has the benefit of the following rights reserved by the Deed of Exchange dated 5 November 1948 referred to in the Charges Register:-

"EXCEPT AND RESERVING unto the Secretary of State in fee simple all the rights described in the Second Schedule hereto in relation to the green land to the intent that such rights shall be for ever appurtenant to the pink land and the adjoining land that is to say the land described in the Third Part of the First Schedule hereto as aforesaid for all purposes connected with the use occupation and enjoyment thereof and of all land and premises (hereinafter called "the additional property") adjacent or near to the pink land or the adjoining land which are now or shall be at any time hereafter owned or occupied by the Secretary of State and his successors or assigns in whatsoever state the pink land or the adjoining land or the additional property may be or to whatever use and purposes they or any part thereof respectively or any building or erection thereon may be put

THE FIRST SCHEDULE before referred to

### THIRD PART

(Being a description of the adjoining land  
of the Secretary of State)

ALL THOSE pieces or parcels of land situate in the Parish of Wrington in the County of Somerset delineated on the plan marked "Plan A" annexed hereto and thereon coloured blue which said pieces or parcels of land form part of the Lulsgate Bottom Aerodrome

THE SECOND SCHEDULE above referred to

(Being the rights in relation to the green

## A: Property Register continued

land reserved to the Secretary of State)

1. Such easements or rights or interference with the free use of the green land as may be necessary to the full extent of and in accordance with the covenants on the part of Mr. Marshall in the before-written deed and in the Third Schedule thereto contained and so as to render the same in all respects effective

2. Full and free right liberty and authority for the Secretary of State and his officers agents servants and workmen from time to time and at all times hereafter within the period (hereinafter called "the said period") ending on the expiration of 21 years after the death of the last survivor of the descendants now living of His late Majesty King George V to cut fell lop or prune any timber and trees growing on the green land or any part thereof or in the hedges bounding the same the height whereof shall be such as to constitute a breach of the covenants by Mr. Marshall contained in the before-written deed and in the Third Schedule thereto and for that purpose to enter upon the green land or any part thereof the Secretary of State doing as little damage as possible to the green land and making reasonable compensation for any damage caused to the green land or any crops thereon by such felling any timber so felled remaining the property of Mr. Marshall or other the owner for the time being of the land on which the same was growing PROVIDED that the aforesaid right liberty and authority shall not prejudice or affect the aforesaid covenants by Mr. Marshall."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan. "The Pink Land" is the land edged and numbered 8 in blue on the title plan. The land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of the land coloured blue on the Deed Plan A mentioned in the third part of the first schedule.

7 (20.12.1999) The Deed of Exchange dated 5 November 1948 referred to in the Charges Register contains the following provision:-

"(vi) Notwithstanding anything in the conveyance of the green land hereinbefore contained the Secretary of State and his successors in title owner or owners for the time being of the adjoining land or of the additional property or of any part thereof shall be fully at liberty to erect such buildings on any part of the adjoining land or of the additional land or to use the same in such manner as he or they may think fit notwithstanding that the access and use of light and air now or at any time hereafter enjoyed by Mr. Marshall or his successors in title may be obstructed diminished or destroyed and such access and use of light and air as last aforesaid shall notwithstanding the conveyance hereinbefore contained be and henceforth continue to be enjoyed by Mr. Marshall and his successors in title by virtue of the agreement hereby expressly made for that purpose and not otherwise."

NOTE: "The Green Land" is edged and numbered 1 and 2 in blue on the title plan and the land edged and numbered 7, 9, 10, 11, 16 and 17 in blue on the title plan comprises part of "The Adjoining Land"

8 (26.02.2019) The land has the benefit of any legal easements granted by a Transfer of the land in this title dated 20 December 2018 made between (1) Bristol Airport Limited and (2) Bristol Airport Developments Limited but is subject to any rights that are reserved by the said deed and affect the registered land.

NOTE: Copy filed.

9 (26.02.2019) The Transfer dated 20 December 2018 referred to above contains a provision relating to the creation and/or passing of easements.

## 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

Title number ST351064

## B: Proprietorship Register continued

- 1 (26.02.2019) PROPRIETOR: BRISTOL AIRPORT DEVELOPMENTS LIMITED (Co. Regn. No. 05175337) of Administration Building, Bristol International Airport, Bristol BS48 3DY.
- 2 (26.02.2019) The price stated to have been paid on 20 December 2018 was £239,600.
- 3 (08.06.2015) 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 7 May 2015 in favour of Credit Agricole Corporate And Investment Bank referred to in the Charges Register or their conveyancers.

## C: Charges Register

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

- 1 (08.06.2015) REGISTERED CHARGE dated 7 May 2015 affecting also other titles.  
  
NOTE: Charge reference ST163374.
- 2 (08.06.2015) Proprietor: CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK (incorporated in France) (UK Regn. No. FC008194) of Broadwalk House, 5 Appold Street, London EC2A 2AG.
- 3 (08.06.2015) The proprietor of the Charge dated 7 May 2015 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 (03.12.2019) 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	03.12.2019 Edged and numbered 1 in blue (part of)	Crew Room and Office in Aviation House	08.11.2019 commencing 8 November 2019 and expiring 7 November 2024	
2	03.02.2021 Edged and numbered 2 in blue (part of)	Offices and Operations room	28.09.2020 commencing 14.11.2019 and expiring 13.11.2024	
3	26.07.2021 Edged and numbered 1 in blue (part of)	Crew Room, Aviation House (First Floor)	28.05.2021 commencing 1 July 2021 and expiring on 1st April 2028	

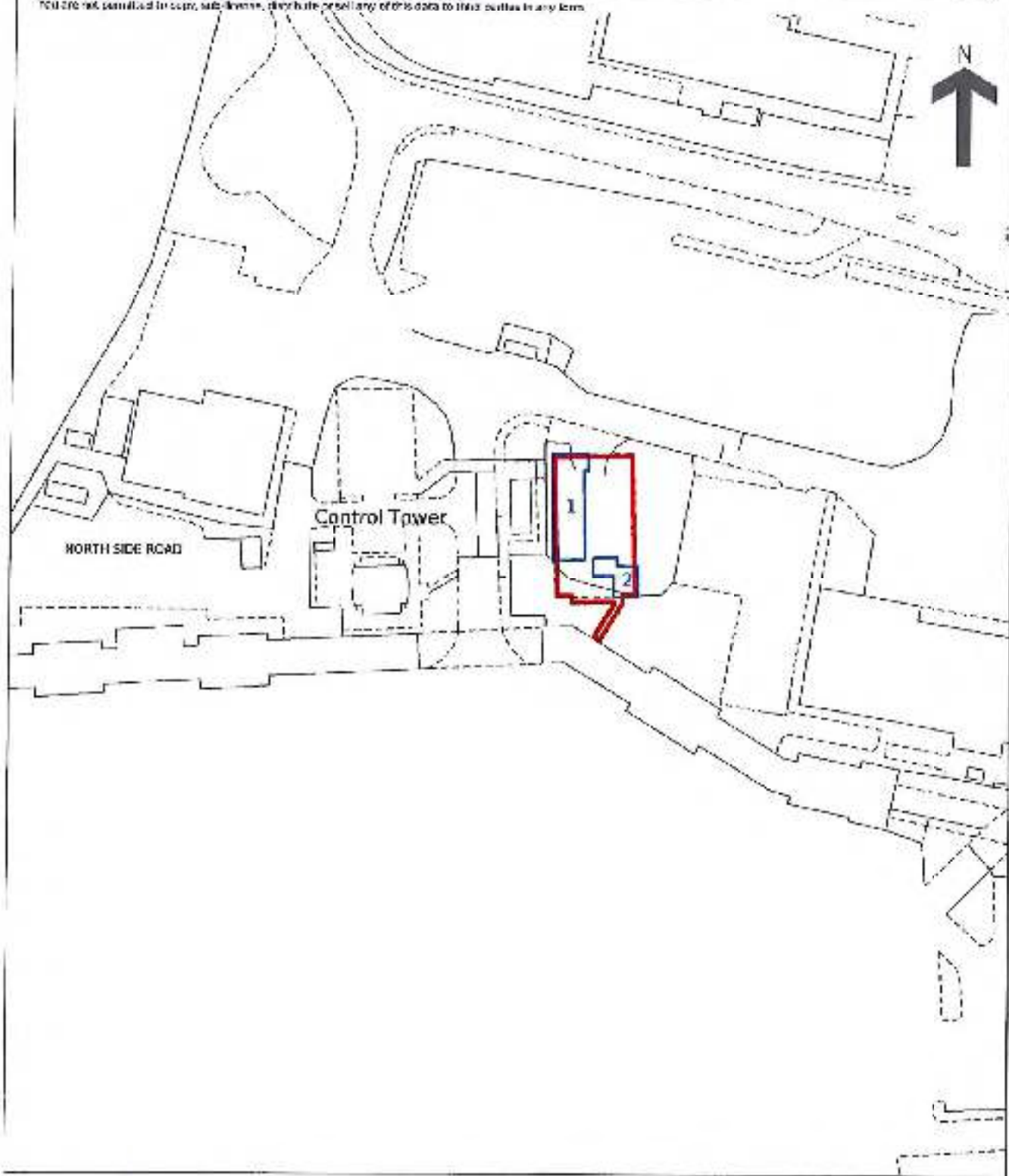
End of register

HM Land Registry  
Official copy of  
title plan

Title number **ST351064**  
Ordnance Survey map reference **ST5065SW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **North Somerset**



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**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**B E T W E E N**

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

**Defendants**

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**SSW4**

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This is the exhibit marked "SSW4" referred to in the witness statement of Stuart Sherbrooke Wortley.

[REDACTED]

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**From:** Melanie Cameron [REDACTED]  
**Sent:** 31 July 2024 09:18  
**To:** Melanie Cameron; Kristin Garrett; Wortley, Stuart; Joanna McMahon; Caroline Milnes  
**Subject:** BAL Injunction - Court Application

Dear Sir/Madam

You may have read that Just Stop Oil activists are threatening to conduct a campaign of disruption to air travel this summer. You may also have seen reports in the press about the recent incidents at Heathrow Airport on 24 July, where ten activists were arrested for conspiracy to interfere with key national infrastructure, on 30 July where two activists were arrested after spray painting the departure boards, and at Gatwick Airport on 29 July where protesters used suitcases with lock on devices to block the departure gates. There have also been protests at a number of European airports including Germany's Cologne-Bonn Airport where climate activists glued themselves to the runway on 24 July.

We have recently decided to apply for a civil injunction to restrain incidents of trespass and nuisance by protesters at Birmingham Airport. We are not the only airport to have taken this decision. Injunctions are now in place at Heathrow, Manchester, Stansted, East Midlands, London City, Luton, Leeds Bradford and Newcastle Airports. We intend to make a joint application along with Liverpool John Lennon and Bristol Airports. The application which we intend to make will extend to the whole of the airport which is covered by the airport's byelaws. This includes the land / buildings which are the subject of your leases. If the Court agrees to grant an injunction, the exact wording will be a matter for the Court's discretion. the intended effect of what we will be asking the Court to order, however, will be to prevent protest (including "peaceful" protest) on any part of the airport (or any flight departing from the airport) including the parts of the airport which have been leased to you. The need to prevent even "peaceful" protest arises acutely at airports because of their particular sensitivity, including in relation to matters of security, as we are confident you appreciate. Please note that any order made by the Court will enable you to apply to the Court (on notice to us/our solicitors) to vary or discharge the injunction. So, if it turns out that the order creates some unforeseen problem for you, you will have the right to bring it to our attention and ask the Court to deal with the situation appropriately. We do not propose to ask you to join in the proceedings as a joint Claimant, or to join you as named defendants. We are aiming to apply to the Court for an injunction as soon as possible, but we cannot provide a precise date.

**Melanie Cameron**  
**Head of Property**

Birmingham Airport

Tel: [REDACTED]

E-mail: [REDACTED]

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BIRMINGHAM AIRPORT LIMITED  
REGISTERED IN ENGLAND & WALES No: 2078273  
REGISTERED OFFICE: BIRMINGHAM AIRPORT BIRMINGHAM B26 3QJ ENGLAND

**From:** John Irving [REDACTED]  
**Sent:** 29 July 2024 09:50  
**To:** External - Daniel Fortune  
**Cc:** Wortley, Stuart  
**Subject:** Liverpool Airport Injunction

Dear Daniel

You may have read that Just Stop Oil activists are threatening to disrupt air travel this summer and you may have seen reports in the press about:-

- the arrests at STN on 20.06.24 (2 x JSO activists sprayed 2 aircraft with orange paint);
- the arrests at LGW on 25.06.24 (4 x JSO activists caught with bags containing bandages which, if released near the runway, would risk damage to jet engines);
- the letter which was issued by Just Stop Oil to the prime minister of the United Kingdom, Keir Starmer, of their intention to take action at airports;
- the arrests at LHR on 25.07.24 (10 x JSO activists arrested following intelligence led operation).

We have recently decided to apply for a civil injunction to restrain incidents of trespass and nuisance by protesters at Liverpool airport.

We are not the only airport to have taken this decision. Injunctions are now in place at the following airports (links to the injunction court papers and the Orders are provided):

- London City Airport  
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>
- Manchester Airport  
<https://www.manchesterairport.co.uk/about-us/injunction/>
- Stansted Airport  
<https://www.stanstedairport.com/about-us/injunction/>
- East Midland Airport  
<https://www.eastmidlandsairport.com/about-us/injunction/>
- Heathrow Airport  
[https://www.heathrow.com/company/local-community/injunction#:~:text=On%209%20July%202024%2C%20the,campaign\)%20without%20the%20consent%20of](https://www.heathrow.com/company/local-community/injunction#:~:text=On%209%20July%202024%2C%20the,campaign)%20without%20the%20consent%20of)
- Leeds Bradford Airport  
<https://www.leedsbradfordairport.co.uk/injunction>
- London Luton Airport  
<https://www.london-luton.co.uk/corporate-site/lla-publications/injunction>
- Newcastle Airport  
<https://www.newcastleairport.com/about-your-airport/airport-company/injunction/>
- Gatwick Airport  
<https://www.gatwickairport.com/injunction.html#:~:text=On%2019%20July%202024%2C%20the,permission%20of%20Gatwick%20Airport%20Limited.>

We intend to make a joint application along with Birmingham and Bristol Airports.



*The application which we intend to make will extend to the whole of the airport which is covered by the airport's byelaws. This includes the land / buildings which are the subject of your lease. If the Court agrees to grant an injunction, the exact wording will be a matter for the Court's discretion.*

*The intended effect of what we will be asking the Court to order, however, will be to prevent protest (including "peaceful" protest) on any part of the airport including those parts of the airport which have been leased to you. The need to prevent even "peaceful" protest arises acutely at airports because of their particular sensitivity, including in relation to matters of security, as we are confident you appreciate.*

*Please note that any order made by the Court will include express provision allowing you to apply to the Court to vary or discharge the injunction. Notice of any such application should be given to Stuart Wortley of Eversheds Sutherland (International) LLP who is copied into this message.*

*We do not propose to ask you to join in the proceedings as a joint Claimant or to join you as named defendants.*

*We are aiming to issue the application for an injunction during the week commencing Monday 29 July.*

*If you have any questions, please let me know.*

Regards  
John

**John Irving**  
**Chief Executive**  
**Liverpool John Lennon Airport**

**Tel:** [REDACTED] | **Mobile:** [REDACTED]



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**From:** Lucinda Simeone [REDACTED]  
**Sent:** 29 July 2024 10:23  
**To:** Andrew Dixon BSc. MRICS  
**Subject:** Injunction to restrain incidents of trespass and nuisance by protesters

Dear all,

You may have read that Just Stop Oil activists are threatening to disrupt air travel this summer and you may have seen reports in the press about:-

- the arrests at STN on 20.06.24 (2 x JSO activists sprayed 2 aircraft with orange paint);
- the arrests at LGW on 25.06.24 (4 x JSO activists caught with bags containing bandages which, if released near the runway, would risk damage to jet engines);
- the letter which was issued by Just Stop Oil to the prime minister of the United Kingdom, Keir Starmer, of their intention to take action at airports;
- the arrests at LHR on 25.07.24 (10 x JSO activists arrested following intelligence led operation).

We have recently decided to apply for a civil injunction to restrain incidents of trespass and nuisance by protesters at Bristol Airport.

We are not the only airport to have taken this decision. Injunctions are now in place at the following airports (links to the injunction court papers and the Orders are provided):

- London City Airport  
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>
- Manchester Airport  
<https://www.manchesterairport.co.uk/about-us/injunction/>
- Stansted Airport  
<https://www.stanstedairport.com/about-us/injunction/>
- East Midland Airport  
<https://www.eastmidlandsairport.com/about-us/injunction/>
- Heathrow Airport  
[https://www.heathrow.com/company/local-community/injunction#:~:text=On%209%20July%202024%2C%20the,campaign\)%20without%20the%20consent%20of](https://www.heathrow.com/company/local-community/injunction#:~:text=On%209%20July%202024%2C%20the,campaign)%20without%20the%20consent%20of)
- Leeds Bradford Airport  
<https://www.leedsbradfordairport.co.uk/injunction>
- London Luton Airport  
<https://www.london-luton.co.uk/corporate-site/lla-publications/injunction>
- Newcastle Airport  
<https://www.newcastleairport.com/about-your-airport/airport-company/injunction/>
- Gatwick Airport  
<https://www.gatwickairport.com/injunction.html#:~:text=On%2019%20July%202024%2C%20the,permission%20of%20Gatwick%20Airport%20Limited.>

We intend to make a joint application along with Birmingham and Liverpool Airports.

The application which we intend to make will extend to the whole of the airport which is covered by the airport's byelaws. This includes the land / buildings which are the subject of your lease. If the Court agrees to grant an injunction, the exact wording will be a matter for the Court's discretion.

The intended effect of what we will be asking the Court to order, however, will be to prevent protest (including "peaceful" protest) on any part of the airport including those parts of the airport which have been leased to you. The need to prevent even "peaceful" protest arises acutely at airports because of their particular sensitivity, including in relation to matters of security, as we are confident you appreciate.

Please note that any order made by the Court will include express provision allowing you to apply to the Court to vary or discharge the injunction. Notice of any such application should be given to Stuart Wortley of Eversheds Sutherland (International) LLP who is copied into this message.

We do not propose to ask you to join in the proceedings as a joint Claimant or to join you as named defendants.

We are aiming to issue the application for an injunction during the week commencing Monday 29 July.

If you have any questions, please let me know.

Kinda Regards

Lucinda

**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**B E T W E E N**

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

**Defendants**

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**SSW5**

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This is the exhibit marked "SSW5" referred to in the witness statement of Stuart Sherbrooke Wortley.

# Extinction Rebellion co-founder arrested at Heathrow protest

Group said that Roger Hallam had been apprehended for the second time in three days

One of Extinction Rebellion's co-founders has been arrested for the second time in three days after trying to fly a drone near Heathrow Airport during an environmental protest, the group said.

Roger Hallam was detained on Saturday while attempting to disrupt flights at Britain's busiest airport with the device.

The activist had been arrested on Thursday during a pre-emptive wave of arrests ahead of the climate change action, and was bailed with conditions not to be within five miles of any airport or possess drone equipment, Extinction Rebellion said.

Footage appears to show him being dragged into a van by several police officers.

A splinter group of Extinction Rebellion, called Heathrow Pause, has been trying to interrupt flights by flying drones in the 5km exclusion zone around the major transport hub.

The group wants to highlight the "dangerous folly of Heathrow expansion" and see the planned third runway cancelled.

Some of the toy drones appear to have been prevented from working by what the activists suspect were signal jammers.

As yet, the eco-protesters have failed to cause any delays and flights continued to land as normal on Friday and Saturday.

Nineteen people, aged between 19 and 69, have now been arrested since Thursday related to the protest, said Scotland Yard.

All were detained on suspicion of conspiring to commit a public nuisance or attempting to commit a public nuisance, with 16 since released on police bail.

A 53-year-old man arrested on Thursday was arrested again on Saturday and taken into police custody, the force added.

A dispersal order around the airport will remain in place until 4.30am on Sunday "to prevent criminal activity which poses a significant safety and security risk to the airport", the force said.

Heathrow Pause claimed one activist was "meditating in a garden when he was bitten on both legs by a police dog" on Thursday.

But the Metropolitan police said while they attempted to arrest a man in Hornsey, north [London](#), "he made off from them on foot".

A spokeswoman added: "He was pursued by officers and a police dog, which bit the man on the leg as he was subsequently detained.

"The man received minor injuries to his leg but declined to be taken to hospital. He was arrested on suspicion of conspiracy to commit public nuisance and taken to a police station, where he currently remains in police custody."

Heathrow and police refused to comment on specific measures they may have taken to stop the protesters' drones from working, but one expert said existing technology can jam signals between operators and drones.

Richard Gill, chief executive of Drone Defence, told the Press Association: "That technology is definitely available and can do exactly that. When a drone is operated remotely it relies on a radio connection between the drone and the pilot. Interference can cut that connection between the operator and the drone."

Former Paralympian James Brown was arrested at Terminal 2 on Friday after he took part in the protest, and he told PA that there were up to 35 people willing to fly the devices in an attempt to cause disruption.

Mr Brown, who is partially sighted, did not actually fly a drone and said he held it above his head.

Despite the minimal disruption, Heathrow Pause said it is happy about the "conversation" triggered by its action.

It said on Friday: "The real objective was always to trigger a sensible, honest conversation, throughout society, on the dangerous folly of Heathrow expansion, with the ultimate objective of cancelling the third runway.

"That conversation is now happening. It is incumbent on all of us to keep it going."

Heathrow Airport confirmed its runways were open and said they were committed to addressing climate change.

It said in a statement on Friday: "We will continue to work with the authorities to carry out dynamic risk assessment programmes and keep our passengers flying safely on their journeys today.

"We agree with the need for climate change action but illegal protest activity, designed with the intention of disrupting thousands of people, is not the answer.

"The answer to climate change is in constructive engagement and working together to address the issue, something that Heathrow remains strongly committed to do."

Earlier this week, Metropolitan police deputy assistant commissioner Laurence Taylor advised Heathrow passengers to travel as normal and said they were "confident" disruption would be kept to a minimum.

This action is the latest in a string of climate change protests this year, including the widespread action in London in April, which saw Extinction Rebellion bring sites including Oxford Circus and Waterloo Bridge to a standstill.

## Extinction Rebellion co-founder ‘plotted to ground Heathrow traffic with drones’



Extinction Rebellion's co-founder plotted with others to fly drones near Heathrow in order to 'paralyse' the transport hub and 'embarrass' the Government into abandoning plans for a third runway at the airport, a court has been told (PA)

PA Wire



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Extinction Rebellion's co-founder plotted with others to fly drones near [Heathrow](#) in order to "paralyse" the airport and "embarrass" the [Government](#) into abandoning plans for a third runway there, a court has been told.

[Roger Hallam](#) and other eco-activists wanted backing for the protest, launched under the name Heathrow Pause, to go viral and shut down the airport while also triggering arrests and lots of publicity, London's [Isleworth Crown Court](#) was told.

Hallam told detectives in his police interview that the aim of the September 2019 protest was to "close Heathrow for the foreseeable future", the jury heard.

Hallam, 57, of Wandsworth, south London, Larch Maxey, 51, of no fixed abode, and Valerie Milner-Brown, 71, of Islington, north London, have pleaded not guilty to a charge of conspiracy to cause a public nuisance.

Another man, Michael Lynch-White, who is not appearing at this trial, has pleaded guilty to the same charge, jurors were told.

It was to put the operators on alert of the risk of potential catastrophe. As operators concerned primarily with safety, they would have to scramble their ultimate safety measure

Prosecutor James Curtis KC



Hallam, Maxey and Milner-Brown are accused of conspiring with Lynch-White and others on or before September 14 2019 to close the transport hub to air traffic by the “unauthorised and unlawful flying” of drones within Heathrow’s 5km (3.1-mile) flight restriction zone.

A media campaign was launched and “random people” who believed in the cause were invited to “pop up” and make sure the “threat was multi-headed and compelling”, prosecutor James Curtis KC said.

He said: “It was to put the operators on alert of the risk of potential catastrophe. As operators concerned primarily with safety, they would have to scramble their ultimate safety measure.”

Mr Curtis added: “This case is not about the merits of the various measures which are desired to save the planet nor is it about the beliefs of the people who want to achieve those ends.

“This case is about the closure of Heathrow airport in the short term or, as they contemplated, in the long term, closing it down to world traffic.”

Mr Curtis said the defendants’ “stated aim, made in note after note, public pronouncement after public pronouncement, was to paralyse the major transport hub of Great Britain which is also the busiest in Europe” and to do it “not just for an hour or so but a week, two weeks” or “an indistinct period”.

There is terrible danger for aircraft being struck or nearly struck by flying objects

Prosecutor James Curtis KC

The court was told the protesters’ “agreed plan” came from the “most laudable aims – to save the planet from imminent destruction” – and the deaths they predict could come from carbon emissions.

Mr Curtis said the protest was aimed at “forcing the Government and Parliament to reverse the go-ahead for Heathrow’s third runway project” and they sought to do this “by paralysing a major organ of the country and forcing Heathrow to shut down”.

It is not suggested the activists plotted to kill anybody or cause an aircraft to crash.

Mr Curtis said their aim was to force operators to face a “potential catastrophe” so they would ground flights.

He said: “There is terrible danger for aircraft being struck or nearly struck by flying objects. It would be a risk that the operators would not be able to afford to take with human beings or vital cargo on board and with homes nearby on the ground beneath.”

People joining the protest would also have posed a risk because “most of them were new to drone flying, with little or no experience of flying machines”, the court heard.

Claims by the protest group that they hoped passengers could have made alternative arrangements and that stringent safety measures were taken by the activists were described by the prosecution as “pie in the sky”.

The court was also told the environmental activists met police before the protest to discuss their plans to fly toy drones in the Heathrow exclusion zone.

Mr Curtis said they ignored the “misery and inconvenience” to passengers, which could have included holidaymakers, people visiting dying relatives or the vital transport of medical cargo.

He said they ignored “the vast economic damage” that could have been caused worldwide because “what mattered was in their hearts – they were on a mission of ideals”.

The hearing was adjourned to Tuesday at 10am.

# Extinction Rebellion co-founder avoids jail term for drone action near Heathrow

Roger Hallam and two other activists given suspended sentences at Isleworth crown court in London

Extinction Rebellion and Just Stop Oil's co-founder Roger Hallam has avoided imprisonment after attempting to bring disruption to Heathrow airport by getting involved in [an action to fly toy drones](#) in the vicinity.

Climate activists said the aim of the plan was to raise awareness about the impact of the airport's proposed third runway on the climate.

Hallam, along with Dr Larch Maxey, had previously been found guilty of conspiracy to cause public nuisance in relation to the Heathrow drones action. A third man, Mike Lynch-White, pleaded guilty.

At a sentencing hearing at Isleworth crown court in west [London](#) on Friday, Hallam and Maxey were both given two-year sentences suspended for 18 months. Lynch-White was given a 17-month sentence suspended for 18 months. All are required to carry out hundreds of hours of community service.

Climate activists who attended court welcomed the fact that the men received non-custodial sentences.



The drones were in the air between 14 and 18 September 2019 and in the words of Judge Edmunds, when passing sentence on Friday, “the action fizzled out, with no more than 20 drones within a five-day period” flown.

The drone flights were within the 5km exclusion zone around the airport.

While the judge said he was satisfied that all three men were committed to the principle of non-violence, he found them to be “naive” about the risks of the action.

In November 2023 the court heard that Hallam and others planned to fly drones near Heathrow in order to “paralyse” the airport and “embarrass” the government into abandoning plans for a third runway there.

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The action was staged by the organisation Heathrow Pause, which called for plans for the airport's third runway to be halted due to its projected impact on climate breakdown, noise and air pollution, and to open up a debate.

In a statement issued before the sentencing hearing, Hallam said: "Humankind is heading for indescribable suffering if we continue to put carbon emissions into the atmosphere. Thousands of people need to create mass economic disruption and go to prison in order to force governments to protect their people and enact legislation that will rapidly reduce carbon emissions."

**Roger Hallam**

# About

**DISRUPTION WORKS.**

**DISRUPTION IS JUSTIFIED.**

Only mass civil resistance can stop the top global 1% imposing mass death on billions of people.

We are out of time for anything else.

“The essence of what is human is the ability to make a decision, a conscious decision, about what is right in life.”

As an organic farmer for over 20 years, I could no longer sustain my vegetable growing. The impacts of climate change were decimating the livelihoods of farmers such as myself. Something was very wrong with the world; I could feel it, I could see it and I knew that something had to be done about it as our entire food production system was at stake.

I studied the science and realized beyond unequivocal doubt that the extinction crisis was upon us and that our impending annihilation was being perpetuated by psychopathological criminals who have no interest in the wellbeing of the average human being or the natural world.

Something needed to be done; I gave up everything I had and left for Kings College where I spent the next 4 years sleeping in my car in order to complete my studies in the science of mass mobilization in the tradition of Martin Luther King and Gandhi. I found the answers to the questions I had been seeking. I discovered the actions that we need to take in order to buy ourselves as much time as possible and mitigate indescribable suffering that awaits us as most of the planet becomes uninhabitable and we risk unspeakable horrors such as mass slaughter, starvation and rape, and the rise of fascistic regimes as the scramble for water and land takes off.

**HOPE DIES, ACTION BEGINS.**



My arrest for flying my drone outside Heathrow Airport

I've been accused of many things, most of them are true.

Some of them however are carefully crafted media propaganda, which even my own movement has used against me.

This is something that you can expect unfortunately when you use your voice and stand out from the crowd. The only way we're going to sort ourselves out is if we realise that this is not about us, but about our children and everything we hold sacred. Something bigger than us. About all that we hold to be sacred.

We've got to get ourselves and our egos out the way if we are going to make a change. We are going to have to be willing to make sacrifices because what we are facing is worse than World Wars. It threatens all life on this planet.

We have to let go of who we thought we were and how we thought life would turn out, and be willing to step into service for the sake of all that we hold to be precious. We need a revolution.

In 2018 I co-founded [Extinction Rebellion](#). I have lost count of the number of times I have been arrested. I have been on two hunger strikes

I have been to prison three times in the last three years and I am waiting for three jury crown court trials in the UK.

I started [Burning Pink](#) in 2019 to create a direct action movement which would stand in elections to create a political revolution: legally binding citizens assemblies to take over from politicians. We have painted the buildings of NGOs and political parties that refuse to tell the truth and act upon it.

## The Manifesto: What is to be done

It is clear that catastrophe is now locked in. Short of a technological miracle being rolled out in the next five years, global heating will force around a billion people to leave their homes within the next two



decades as the world heads over 2C – that’s 7C in inland areas, 15C on a “hot day”. The global economic system will collapse and impoverishment will hit billions of people. Revolutions are now inevitable. Functional human extinction – only around a billion people located about the polar regions – is not. The key question for humanity now is whether the revolutions will be fascistic or democratic – based upon hate or popular deliberation, enacting escapist nihilism or compassionate realism. So what is to be done?

### **Exit reformism to begin the revolution**

Reformism makes sense when the structure of society is sound. When it is about to collapse then it becomes at best a displacement activity and at worst an active block to effective collective action. Preparing for the revolution means two things: first to give up our jobs and “go to the people”, working 60-70 hours a week – leafleting, setting up stalls, door knocking, creating public meetings for working class orators who can move people to tears, and also people’s assemblies where people reconnect and discover the ecstasy of solidarity. Second, a growing alliance of the willing needs to shut down “the economy” – that is, the death machine that is taking us to extinction – blocking roads and transport infrastructure, city centres and financial districts, week after week until arrests lead to violence by the state and imprisonment. Absolute nonviolent discipline will need to be maintained so that an internal open democratic culture can flourish, and we can appeal to the general population to join with us. The revolution will be led by women and the young and old, not by aggressive men, or it will turn into civil war and fascism.

### **Enact a radical democratic takeover of the state and institute citizens’ assemblies**

Only a revolution can save us now because what objectively needs to be done to slash carbon emissions cannot be done by the gradualist

carbon addicted regimes. This is not a “radical” position. It is a position held privately by government insiders and experts all round the world. The present regime has utterly failed and it will not save us. Going to more COPs is fucked! What is needed is a pincer movement – to stand in elections as ordinary people to uncompromisingly tell the truth and call for legally binding citizens’ assemblies to take over from politicians, and at the same time to organise mass civil disobedience in capital cities to last for two to four weeks – until the central demand for citizens’ assemblies is agreed to. This how rapid political change takes place.

**Citizens’ assemblies – legally binding and independently organised, followed by a second revolution on the streets.**

Permanent citizens’ assemblies need to become the new legislative arm of the state. This is the precise constitutional definition of a democratic revolution in the twenty-first century. They are legally binding so they cannot be ignored by parliaments and are organised by independent civil society groups and social movements rather than by the government and elites. When they announce their decisions, the carbon elites and their political administrators will break the rules and use lies and violence to try to take back power. This happens in all revolutionary episodes. We have to be prepared for this. As soon as citizens’ decisions are made millions will have to come back onto the streets to ensure the people’s will is done. That we demand life not death. And nothing will stop us.

**All hands on deck for zero emissions and geo engineering**

Citizens’ assemblies need to be asked how to get to zero emissions within 2-4 years, an 80% cut in two years. Not “net zero” which enables the carbon addicts a get out clause of “over shooting” and bringing down the temperature with technologies that do not yet exist. People in the citizens’ assemblies will be selected randomly

from the population and will need to have their deliberations shown live on TV so that the whole population can learn about the horrors of our situation. Cities and regions should hold their own assemblies and debates so legitimacy for a complete emergency draw down of the carbon economy wins popular patriotic support – that is, our country, all our traditions, are at stake unless we completely change course. Outcomes will involve decisions such as:

- 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).
- The reappropriation of 90% of the assets of the top 10% income bracket of the population to fund this emergency transformation, as would happen in wartime.
- Massive investment in renewable energy and retrofitting of housing to the extent of removing all fossil fuel inputs into the economy within two years. A ban on all new construction and the appropriation of all empty housing to give to those in housing need.
- Massive investment in creating natural carbon sinks and geoengineering – the latter being used to the extent necessary to return to 350 parts per million of CO<sub>2</sub> in the atmosphere.

All of this is beyond politics, it is objectively necessary. It will only be opposed by carbon psychopaths on the left and right whose pursuit of their private interests undermine the common good – that is, the need for our families, communities and nations to continue to exist. The situation is like a war or a national emergency – like covid. Everyone will have to come together. Otherwise we are done for. It's as simple as that.

This is what needs to be done.



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## THE CLIMATE REVOLUTION IS BEYOND POLITICS

At 2°C above pre-industrial temperatures it will be 4C or more inland, 10°C hotter on a “hot day”; too hot for billions of people to grow food. A thousand million people will be forced to leave their homes ( ref: [Future of the human climate niche](#) )

The climate crisis is creating social collapse which will get worse and worse each decade.

### **Conservatives:**

Allowing this to happen violates all our traditions, destroys families and communities, destroys our nations.

**Liberals:**

We face the destruction of all the progress towards freedom and prosperity built up over hundreds of years.

**Radicals:**

Corporate capitalism doesn't just create vile inequality, it now creates global mass death. It has to be stopped.

Only a revolution can bring us together. Only when we remember that we are all connected, only when we remember we are not separate from nature but part of it, only then can we come together on the basis of the one human value on which we all can unite: that life is good and we must preserve it at all cost. Whatever it takes.

## **“We face a stark choice: Resistance or Complicity”**

### **TAKE ACTION**

“Only by engaging in civil resistance: breaking the laws of governments, leading to arrest and prison, will we force them to change. It's too late for anything else”

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NEWS | UK

## Just Stop Oil founder Roger Hallam handed longest-ever jail sentence for peaceful protest over M25 chaos

Roger Hallam handed five-year sentence while four others are jailed for four years



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Five Just Stop Oil protesters, including one of its co-founders, have been jailed for conspiring to organise protests that blocked the M25 motorway.

Roger Hallam, 58, Daniel Shaw, 38, Louise Lancaster, 58, Lucia Whittaker De Abreu, 35, and Cressida Gethin, 22, agreed to cause disruption to traffic by having protesters climb onto gantries over the motorway for four successive days in November 2022.



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Hallam was sentenced to five years' imprisonment while the other four defendants were each handed four years' imprisonment.

Prosecutors alleged the protests, which saw 45 people climb up the gantries, led to an economic cost of at least £765,000, while the cost to the Metropolitan Police was more than £1.1 million.



They also allegedly caused more than 50,000 hours of vehicle delay, affecting more than 700,000 vehicles, and left the M25 “compromised” for more than 120 hours.



**JUST STOP OIL PROTESTERS CAUSED DELAYS ON THE M25**

PA MEDIA

A police officer suffered concussion and bruising after being knocked off his motorbike in traffic caused by one of the protests on November 9 2022, prosecutor Jocelyn Ledward KC said at the sentencing hearing at Southwark Crown Court on Thursday.

The sentences are thought to be the longest sentences ever given in the UK for non-violent protest, the Guardian reports, beating those given to Just Stop Oil protesters Morgan Trowland and Marcus Decker for scaling the Dartford Crossing.

At the sentencing at Southwark Crown Court, Judge Christopher Hehir said: “The plain fact is that each of you some time ago has crossed the line from concerned campaigner to fanatic.

“You have appointed yourselves as sole arbiters of what should be done about climate change.”

The defendants, referred to as the Whole Truth Five by Just Stop Oil on social media, shouted “we love you” from the dock immediately after the sentences were passed down.

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They were greeted by Just Stop Oil supporters as they were driven from prison to Southwark Crown Court on Thursday.

All five defendants joined a Zoom call on November 2 2022 in which discussions were held about the planned protests, based off “what was said expressly and what could be inferred”, and were aiming to recruit others for the protests on the call, Ms Ledward told the court.

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On the call, Hallam reportedly said they intended to cause “the biggest disruption in British modern history” as the climate group repeated calls for the Government to end to new oil and gas exploration in the North Sea.

A journalist from the Sun newspaper, who had joined the call pretending to be interested in the protest, managed to record some of it and passed the recordings on to the police.

Judge Christopher Hehir said the Zoom call showed “how intricately planned the disruption was and the sophistication involved”, and was “compelling evidence” of the existence of a conspiracy.

There was “extensive organisation and planning” for the protests and each defendant had a “significant role” in the conspiracy, Ms Ledward said.

The defendants were convicted by a jury of conspiracy intentionally to cause a public nuisance, contrary to section 78 of the Police, Crime, Sentencing and Courts Act 2022 and Section 1 of the Criminal Law Act 1977, on July 11.

In a statement on Thursday Just Stop Oil said the five were sentenced to jail for “nothing more than attending a Zoom call”

The judge told the court 11 protesters were arrested on suspicion of contempt outside the court during the case's trial on July 2, but the court had discontinued its proceedings against them on July 11 after he became "concerned" about their position.

There have been no protests on the M25 since November 2022.

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# Just Stop Oil protesters jailed after M25 blocked



JUST STOP OIL/PA

| The protests on the M25 resulted in nearly 51,000 hours of driver delays

**Tom Symonds**

BBC News

18 July 2024

## **Five environmental activists who organised protests that brought part of the M25 to a standstill over four days have been jailed.**

Forty-five Just Stop Oil protesters climbed gantries on the motorway in November 2022, forcing police to stop the traffic, in an attempt to cause gridlock across southern England.

Judge Christopher Hehir said Roger Hallam, 58, Daniel Shaw, 38, Louise Lancaster, 58, Lucia Whittaker De Abreu, 35, and Cressida Gethin, 22, had "crossed the line from concerned campaigner to fanatic".

At Southwark Crown Court, Hallam was sentenced to five years' imprisonment while the other defendants each received four-year jail terms.

## **'Intricate planning'**

The sentences are the longest since the introduction by the last government of the new law of conspiracy to cause a public nuisance, in a bid to clamp down on disruptive protests.

The court heard the intention was to block most of the M25, preventing traffic from other roads from joining the motorway.

The action resulted in chaos on the M25 over four successive days, causing nearly 51,000 hours of driver delays, the court heard. The protests closed parts of the motorway in Kent, Surrey, Essex and Hertfordshire.

People missed flights, medical appointments and exams. Two lorries collided, and a police motorcyclist came off his bike during one of the protests on 9 November 2022 while trying to bring traffic to a halt in a "rolling road block".

Prosecutors alleged the protests led to an economic cost of at least £765,000, while the cost to the Metropolitan Police was put at more than £1.1m.



PA MEDIA

| Roger Hallam received the longest sentence

A Zoom call chaired by Shaw was infiltrated and recorded by a Sun newspaper journalist and passed to the police, the court heard.

Judge Hehir said the recording revealed the "intricate planning and the level of sophistication involved" in the protest action.

He said the defendants were "parading their political views" by appointing themselves as "sole arbiters of what should be done about climate change".

Hallam, a veteran environmental campaigner, was described as the "ideas man" of the movement, while the judge said Shaw was "up to his neck" in the planning of the protest.

## **What is Just Stop Oil and what are its goals?**

19 June

## **Activist sentenced over Heathrow drone plan**

5 April

Whittaker De Abreu and Gethin were arrested close to the M25 dressed to climb the gantries that cross the motorway.

Lancaster rented a safe house for activists due to take part, and bought climbing equipment.

Representing herself in court, Lancaster said the impact of climate change meant it was a "perilous and critical point in human history" and added that "all other means of democratic persuasion have failed".

Gethin, from Dorstone in Herefordshire, told the judge: "It was always my intention to limit the harm caused by the disruption." But, she said, it would not have happened if "those in power had been taking their responsibilities seriously".

A barrister for Hallam said the 58-year-old had since rejected direct action campaigning due to its limitations and changed his approach to more conventional political campaigning.

The judge responded that the campaigner had "turned the trial into a piece of direct action protest".



PA

Cressida Gethin and her four co-defendants were convicted by a jury of conspiracy to intentionally cause a public nuisance

During the proceedings, Hallam was arrested three times for disobeying the orders of the judge.

He had also encouraged supporters to go to the court with signs saying: "Juries have a right to hear the whole truth."

On 2 July, some arrived with placards stating: "Jurors have an absolute right to acquit a defendant according to their conscience."



As a result the judge, apparently concerned that this could affect the jury's decisions, ordered the arrests of 11 protesters for contempt of court.

However, Judge Hehir confirmed on Thursday he had dropped the charges, saying Hallam had "orchestrated" the protest at court, making those who responded to his call less culpable.

The 11 said they "vehemently refuted the unfounded accusation that we were manipulated into acting for or by Roger Hallam".



| Just Stop Oil staged a series of protests on the M25 motorway

Hallam said in a statement during the trial: "The corruption of our judges by the carbon state has crossed a line in the sand.

"This is an opportunity, and an obligation, to act. We only have a limited amount of time to halt the unimaginable horrors of climate and social collapse - and to save our democracy."

The law of conspiracy to cause a public nuisance, which was introduced in 2022, outlaws direct action that causes "serious harm" to a section of the public. This can include property damage, injury, serious distress, annoyance or inconvenience.

In April 2023, Morgan Trowland, who scaled the Queen Elizabeth II Bridge, was jailed for three years for an offence under the new legislation.

The judge in the M25 case argued that Parliament had made clear it saw non-violent direct action against national infrastructure as serious and passed a law allowing him to hand down sentences of up to 10 years - more than for some violent offences.

Climate

# Why Just Stop Oil's long jail sentences could embolden some activists



GETTY IMAGES

Extinction Rebellion founder Roger Hallam

**Dominic Casciani** >

Home and Legal Correspondent  
[@BBCDomC](#) >

**Justin Rowlatt** >

Climate Editor

28 July 2024

**When five activists who brought chaos to the M25 motorway were jailed last week, some thought the law had finally caught up with Just Stop Oil.**

Celebrities spoke out in anger at the lengthy sentences - and a United Nations official described their treatment as “not acceptable in a democracy”.

With Roger Hallam, the architect of the modern environmental protest movement, **and his co-conspirators now behind bars**, this might have been “checkmate” in a five-year long game of legal chess between the state and a group of increasingly bold direct action environmental groups.

But at least for some **Just Stop Oil** activists, it doesn't appear to have worked.

On Wednesday **ten of them were arrested at Heathrow Airport** after a suspected plot to block the runway was foiled at last minute.

That shouldn't come as a surprise, because getting jailed was always part of the strategy for JSO. It is one of the first things that new joiners are asked: would you be locked up?

Speaking to the BBC exclusively in a recorded message from his prison cell this week, Hallam stood by his actions.

“The strategic moral imperative is resistance to the greatest [crisis] in the history of humanity”, the JSO co-founder said.

Direct action remains “the right strategy”, he added, confident that while in the short run some people may be deterred, others will only grow more determined.

It begs the question of what Just Stop Oil is planning next - and whether they're about to outpace the law once again.



GETTY IMAGES

Extinction Rebellion burst onto the scene with a series of headline-grabbing demonstrations

It all began with Extinction Rebellion (XR).

The organisation was co-founded by Hallam and burst into the public consciousness with a series of demonstrations involving hundreds of people blocking roads in central London, culminating in the protests of April 2019.

Protesters brought parts of the capital to a halt for more than a week - and dumped a large pink boat in the middle of Oxford Circus.

It was a spectacle - but the police were furious as they were diverted from frontline duties. By the end of the year, XR protests had cost them £37m.

Meanwhile XR split under the weight of public fury over the chaos.

In July 2020, the group expelled Hallam and later disavowed actions that interfered with people's daily lives, saying it wanted to "prioritise attendance over arrest".

Enter Just Stop Oil and Insulate Britain, two new groups created by Hallam and other disaffected XR members to continue the disruptive direct action tactic.

JSO is now by far the most active of the two. As well as its no-notice motorway occupations, it has targeted sporting events, including Wimbledon and the Ashes and famously brought the World Snooker Championship in Sheffield to a standstill with an explosion of orange chalk dust.

In the face of this disorder the state felt compelled to act. Police chiefs asked for more and better powers - and they got them.

Today police chiefs can impose time and noise limits on protests.

## **Just Stop Oil sentences condemned by celebrities**

23 July

## **What is Just Stop Oil and what are its goals?**

19 June

It's now a crime to "lock on" to an object with super glue, but the most important new power is the crime of causing a public nuisance - used effectively against protesters blocking roads.

An activist can be guilty of causing public nuisance if they do something that causes "serious harm" to the public, defined by Parliament as causing "serious annoyance" and "serious inconvenience".

Between its introduction in 2022 and the end of 2023, figures show that there have been 250 prosecutions for this offence, many of them climate protesters. About half have resulted in a conviction.

But the law says that someone cannot be found guilty of causing a public nuisance if they had a reasonable excuse for what they did.

## **Is climate emergency a reasonable excuse?**



PA

| Marcus Decker and Morgan Trowland climbed the Queen Elizabeth II bridge

The protesters have repeatedly said their reasonable excuse is they are drawing attention to their fears for the planet, but judges say this is not a legal defence - as sitting in the road is not necessary to do this.

The first major test of this law came in October 2022.

That month JSO activists Morgan Trowland and Marcus Decker **climbed up the Queen Elizabeth II bridge over the Thames estuary.**

Some 36 hours, an eight-mile traffic jam, a million vehicles delayed and a £917,000 bill for the economy later, Trowland was jailed for three years and Decker for two.

The M25 five got longer sentences because they had been lead conspirators in a plan to get 45 people to bring the entirety of London's orbital motorway to a halt.

At neither trial were the defendants able to use climate change as a lawful excuse for their actions.

In the M25 case there were periods when some of the defendants refused to co-operate with the judge at all as he told them to restrict what they were saying in court.

That meant the jurors had little choice other than to convict - yet outcry still followed.

But the key question is whether imposing sentences the protesters say are draconian will work to deter future demonstrations.



ESSEX POLICE

The protests on the M25 resulted in nearly 51,000 hours of driver delays, police say.



PA

Cressida Gethin and her four co-defendants were convicted by a jury of conspiracy to intentionally cause a public nuisance

Arrests have always been part of Hallam's tactics, which draw inspiration from the Suffragettes and Gandhi's independence struggle in India.

The idea is that jailed activists become martyrs to the cause, living symbols of the urgency of the climate issue and their commitment to the cause. And the issue gets publicity too.

The new Labour government isn't showing any signs of wanting to change the law.

Hallam certainly thinks a change in policy is unlikely. "They'll probably go for the easy win of hitting people who most people don't like," he suggested.

So have Just Stop Oil and groups like it run out of legal road?

Not quite.

Judges at the European Court of Human Rights in Strasbourg have long held the view that peaceful protesters should not be jailed.

The court could rule that the law in England and Wales is incompatible with basic rights to protest and free speech.

At that point not only would Sir Keir Starmer be in a very sticky position, but the protesters themselves may be emboldened to reach for the super glue once more.

## Related Topics

[Climate](#)

[Environment](#)

[Just Stop Oil](#)

## More on this story



**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**B E T W E E N**

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

**Defendants**

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**SSW6**

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This is the exhibit marked "SSW6" referred to in the witness statement of Stuart Sherbrooke Wortley.

RESTRICTED (when complete)

Page 1 of 5

**WITNESS STATEMENT**

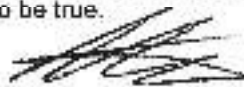
(Criminal Procedure Rules, r27.2; Criminal Justice Act 1967, s.9; Magistrates' Courts Act 1980, s.5B)

URN: Statement of: Benjamin David Smith  
Age if under 18: 0/18

Occupation: T/Assistant Chief Constable

This statement (consisting of 5 page(s) each signed by me) is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I may be required to attend court and that I shall be liable to prosecution if I have wilfully stated anything in it, which I know to be false, or do not believe to be true.

Signature:

 ACC 1618

Date: 10/04/22

I am the above named person and have worked as a police officer for Warwickshire Police for the last 18 years. I am currently Temporary Assistant Chief Constable with responsibility for Local Policing, but I am also Gold Commander, and the senior policing lead, for the response to protest activity linked to the Kingsbury Oil Terminal. Warwickshire Police, in terms of forces nationally, is a relatively small force. It has 1050 officers currently policing a population 570,000 people spread across an area just under 2,000 sq km.

Prior to 1<sup>st</sup> April 2022, I had received a number of briefings on Just Stop Oil, who are a protest group and describe themselves as a coalition of groups working together to ensure the Government commits to halting new fossil fuel licensing and production.

In responding to protest, the police have two main duties; to not prevent, hinder or restrict peaceful protest; and in certain circumstances, take reasonable steps to protect those who want to exercise their rights peacefully.

As Gold for the operation I wrote a strategy with the overall aim being:

**to provide an impartial and proportionate policing response to protests in relation to the lawful activities at Kingsbury Oil Terminal, protecting life and minimising the risk of harm to all those connected to it.**

Although plans were made to police potential protest activity linked to Just Stop Oil, the scale and frequency of the activity that has been experienced over the last 10 days has created a real challenge for the force and indeed UK policing. In addition it is important to make clear that although policing has a duty to protect the rights of those who wish to protest peacefully, the Just Stop Oil protest activity has not been peaceful or lawful. The group has engaged in direct unlawful action to prevent the lawful activity of the oil depot and its distribution partners.

At the time of writing there have been 180 arrests in Warwickshire alone.

I will now provide a summary of the protest activity the force has dealt with since 1<sup>st</sup> April.

Signature:

 ACC 1618

Signature witnessed by:

RESTRICTED (when complete)

Page 2 of 5

Statement of Benjamin David Smith

URN: 31<sup>st</sup> March – 1<sup>st</sup> April

Approximately 40 protestors attended the site at Kingsbury in possession of various devices to lock on to each other, vehicles or infrastructure. They were also in possession of glue to glue themselves to the carriageway. The protestors stopped and then climbed on oil tankers, glued themselves to the road and sat in the main entrance roadway. Distribution operations at the site were suspended and a significant police operation was instigated. 42 arrests were made and distribution operations at the site recommenced at 2030hrs.

2<sup>nd</sup> April – 3<sup>rd</sup> April

At approximately 1930hrs, 40 protestors attended the Kingsbury site, blocking the main entrance. They glued themselves to the carriageway and locked onto each other. A number also climbed on top of oil tankers. Protest activity continued throughout the night and into 3<sup>rd</sup> April. Distribution Operations at the site were suspended and only partially re-opened at 1730hrs. Protestors remained at the site till 0000hrs before dispersing. Total arrest numbers at 68.

5<sup>th</sup> April

At 0730 hrs, 20 protestors attended the site and blocked the main entrance, again locking onto each other and gluing themselves to the carriageway. Operations at the depot were suspended. 10 arrests were made and the site was operational by 1100hrs.

A second wave of protestors attended the site at 1130hrs and targetted Junction 9 and Junction 10 of the M42, climbing onto oil tankers as they moved slowly off the slip roads. Operations at the depot were suspended and some tailbacks encroached onto the M42, creating risk to other road users. The protestors were removed and roads reopened at 1430hrs, with operations recommencing at the site. Total arrest numbers at 78.

7<sup>th</sup> April

At 0030 hrs, a small group of protestors approached the main entrance to the site and attempted to glue themselves to the carriageway. While police resources were distracted, 40 protestors approached across the fields to the rear of the site. They sawed through an exterior gate and scaled the fences to gain access to the oil terminal. Once on site, the protestors dispersed to a number of different locations including: the tops of three large fuel storage tanks containing unleaded petrol, diesel and fuel additives; two insecure cabs of fuel tankers locking themselves in with keys; the tops of two fuel tankers; onto the floating roof of another large fuel storage tank; into a half constructed fuel storage tank. They also used various lock on devices to secure themselves to the structures.

Signature: 

ACC 16 48

Signature witnessed by:

2017

Ben Smith/04/22

RESTRICTED (when complete)

Page 3 of 5

Statement of: Benjamin David Smith

URN: 

An extremely complex and challenging policing operation was initiated, utilising a variety of specialist teams, working alongside staff from the oil terminal and the fire service. The site was cleared of protestors by approximately 1700hrs. Total arrest numbers at 127.

#### 9<sup>th</sup> April – 10<sup>th</sup> April

At 1050hrs, 4 protestors arrived at the main entrance and attempted to glue themselves to the carriageway. Three were arrested immediately. A short while later a male was arrested trying to abseil from a road bridge over Trinity Road to the north of the site, attempting to block the road. At 1530hrs, a caravan was deposited at the side of the road on Piccadilly Way, to the South of the site and 20 protestors glued themselves to the sides and top of the caravan. It was discovered that occupants within the caravan were attempting to dig, via a false floor, a tunnel under the road which would have blocked it for a considerable period. The caravan was forcibly entered at 0200hrs on the 10<sup>th</sup> April and 6 occupants arrested. An additional 22 were arrested from outside the caravan. Protestors continued to target the site on the 10<sup>th</sup> April, scaling tankers and gluing themselves to the carriageway. By the end of the day the total arrest numbers was at 180.

It is also important to note that Kingsbury has not experienced a constant level of peaceful or lawful protest. The protest activity has manifested as periods of high intensity, high volume and unlawful protest, followed by no protest over the next 24 hours. The activity has been highly coordinated, specifically targeted, and immediately unlawful in nature.

#### **Policing 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 services that we are able to deliver. Officers who may have ordinarily been policing the communities of North Warwickshire, the road networks of North Warwickshire, or supporting victims of crime in 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.

#### **Community Impact**

Signature: 

ACC 1618

Signature witnessed by:

2017

Ben Smith/04/22

RESTRICTED (when complete)

Page 4 of 6

Statement of: Benjamin David Smith

URN: 

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 protestors 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.

### Investigation

A significant police investigation is underway to deal with all those protestors who have been arrested as part of the operation. Although large numbers of arrests have been made, the offences for which they can be arrested (obstruction of the highway etc) are generally low level and summary only offences which means the criminal justice options can be limited. We have also utilised bail conditions to try and prevent protestors returning to the site but these have largely proved to be unsuccessful with many of the protestors already being arrested multiple times from the Kingsbury site. Even when protestors breach their bail conditions, unless arrested for a further substantive offence, that are merely dealt with for the original offence for which they were arrested prior to the bail conditions being set. As stated, these are low level summary offences and therefore charge and remand in custody is not an option open to us. We have considered other potential options, including attempting to seek a threshold test charge on conspiracy offences on the evening of the 10<sup>th</sup> April. This did not meet the CPS bar, and therefore the detainees were bailed again with conditions. Other potential police powers have been considered but none that we are aware of would give us the weight of severity that would allow us to seek a charge and remand in custody. An Injunction would allow us to put the detainee immediately before a court to seek a remedy which may help to disrupt the enduring unlawful protest cycle that we currently find ourselves in.

Warwickshire Police would be fully supportive of this injunction as we consider that it would be expedient for the promotion or protection of the interests of the inhabitants of the local area. A power of arrest would allow my officers to deal with protestors effectively and robustly and then place them immediately before the court. We have considered all other options This may then provide some deterrent to the ongoing unlawful behaviour and may help to protect the local community from the tortuous ordeal that they are currently experiencing.

Signature:  A-C-1618

Signature witnessed by:

2017

Ben. Smith/D4/22

RESTRICTED (when complete)

Page 5 of 5

Statement of: Benjamin David Smith

URN: 

I have grave concerns for public safety should the behaviour of the protestors continue in its current form. The Kingsbury site is an extremely hazardous site where the very presence of certain items and clothing on site is restricted because of the potential dangers of explosion or fire. The protestors have had no regard for their own or others safety with actions including the use of mobile phones on site (strictly prohibited), the scaling and locking on to very volatile fuel storage tanks, the tunnelling activity in close proximity to high pressure fuel pipes, and the forced stopping, and then scaling, of fuel tankers on the public highway. Not only does this cause unacceptable levels of risk to themselves and the public, it also puts my officers in significant danger as they have to attempt to remove them from the places they have decided to put themselves.

To support this application I have provided exhibit BDS1, which is a selection of Section 9 statements from my officers who have been at Kingsbury Oil Terminal and witnessed the protest activity first hand. I also exhibit BDS2, which are a number of video clips which illustrate the unlawful activity that the protestors are engaging in.

 ACC 1618
Signature:  ACC 1618

Signature witnessed by:

2017

Ben Smith/04/22

**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

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**Claimants**

and

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**Defendants**

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**SSW7**

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This is the exhibit marked "SSW7" referred to in the witness statement of Stuart Sherbrooke Wortley.



Settings

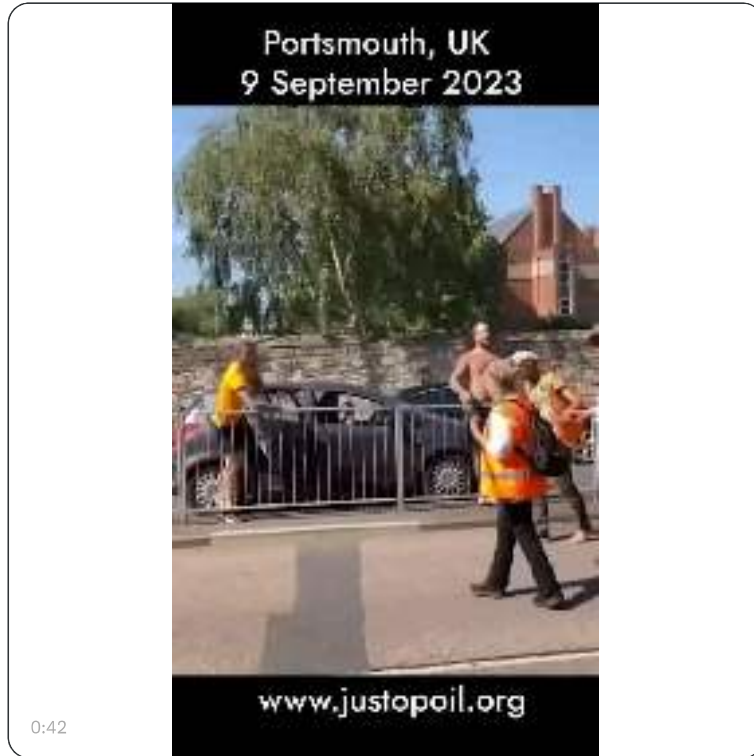
Post

Just Stop Oil @JustStop\_Oil

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 [juststopoil.org](http://juststopoil.org)



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

**Before: Mrs Justice May  
On: 26 July 2024**

**BETWEEN:**

**NATIONAL HIGHWAYS LIMITED**

**- and -**



**PERSONS UNKNOWN CAUSING THE BLOCKING OF, ENDANGERING, OR  
PREVENTING THE FREE FLOW OF TRAFFIC ON THE M25 MOTORWAY, A3,  
A20 AND A2070 TRUNK ROADS AND M2 AND M20 MOTORWAY, A1(M), A3,  
A12, A13, A21, A23, A30, A120 A414, A1081 AND A3113 TRUNK ROADS AND  
THE M1, M3, M4, M4 SPUR, M11, M26, M23 AND M40 MOTORWAYS FOR THE  
PURPOSE OF PROTESTING**

**Defendants**

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**ORDER**

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**PENAL NOTICE**

**IF YOU THE WITHIN NAMED DEFENDANTS OR ANY OF YOU DISOBEY THIS ORDER  
YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED,  
FINED OR HAVE YOUR ASSETS SEIZED.**

**IMPORTANT NOTICE TO THE DEFENDANTS**

**This Order prohibits you from doing the acts set out in this Order. You should read it very  
carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask  
the Court to vary or discharge this Order.**

**A Defendant who is an individual who is ordered not to do something must not do it  
himself/herself/themselves or in any other way. He/she/they must not do it through others  
acting on his/her/their behalf or on his/her/their instructions or with his/her/their  
encouragement.**

**FURTHER TO** the Order made by Mrs Justice Collins Rice dated 26 April 2024 ("**the Rice Order**")

**AND UPON** the Claimant's application by Application Notice dated 24 July 2024 ("**the Application**")

**AND UPON** Mrs Justice May reading the Third Witness Statement and exhibits of Sean Martell dated 25 July 2024

**AND UPON** the Court being satisfied that based on the evidence before the Court that there is a threat such that the Rice Order should be varied to cover certain additional parts of the Strategic Road Network ("**the Additional Parts**") as defined at paragraph 1.b. of this Order by reference to the plans at Appendix 4 to this Order

**AND UPON** the Claimant re-confirming that this Order is not intended to prohibit lawful protest which does not block or endanger, or prevent the free flow of traffic on the Roads and Additional Parts as defined in paragraph 1 of this Order

**AND UPON** the Court being satisfied, pursuant to CPR PD23A paragraph 3(1) and (4), that given the exceptional urgency of the Application, the Claimant do have the permission of the Court to have the Application heard without service of the Application Notice

**AND UPON** the Police Representative Assistant Chief Constable Mark Williams consenting on behalf of all the Chief Constables for those forces listed in Schedule 2 that the Third Party Disclosure provisions at paragraph 7 of this Order also apply to the Additional Parts as well as the Roads, which consent has been evidenced to the Court

**AND UPON HEARING** John Litton KC and Michael Feaney for the Claimant (the Defendants not attending nor making any submissions in writing or otherwise) at a hearing on 26 July 2024.

**IT IS ORDERED THAT:**

**Definitions**

1. In this Order, the following defined terms shall apply:
  - a. "**Defendants**" means all defendants.
  - b. "**the Additional Parts**" shall mean all of the following (shown in dark blue on the plans at Appendix 4 to this Order):
    - i. the M1 (from Junction 8 to Junction 11);

- ii. the A1081 (from Junction 10 on the M1 to the start of the London Road slip road);
  - iii. the M11 (from Junction 7 to Junction 10 and including the M11 A1301 junction); and
  - iv. the A120 (from Junction 8 of the M11 to the B1256 (adjacent to Huntingfields House)).
- c. **“the Roads”** shall mean all of the following:
- i. The M25, meaning the London Orbital Motorway and shown in red on the plans at Appendix 1 annexed to this Order.
  - ii. The A2, A20, A2070, M2 and M20, meaning the roads shown in blue and green on the plans at Appendix 2 annexed to this Order.
  - iii. The A1(M) (Junction 1 to Junction 6), A1 (from A1M to Rowley Lane and from Fiveways Corner roundabout to Hilltop Gardens), M11 (Junction 4 to Junction 7), A12 (M25 Junction 28 to A12 Junction 12), A1023 (Brook Street) (from M25 Junction 28 roundabout to Brook Street Shell Petrol Station access), A13 (M25 Junction 30 to A1089), A13 (from junction with A1306 for Wennington to M25 Junction 30), A1089 (from junction with A13 to Port of Tilbury entrance), M26 (whole motorway from M25 to M20), A21 (M25 to B2042), A23 (M23 to Star Shaw), M23 (Junction 7 to Junction 10 (including M23 Gatwick Spur)), A23 (between North and South Terminal Roundabouts), A3 (A309 to B2039 Ripley Junction), M3 (Junction 1 to Junction 4), A316 (from M3 Junction 1 to Felthamhill Brook), A30 (M25 Junction 13 to Harrow Road, Stanwell, Feltham), A3113 (M25 Junction 14 to A3044), M4 (Junction 1 to Junction 7), M4 Spur (whole of spur from M4 Junction 4 to M4 Junction 4a), M40 (Junction 7 to A40 at Fray’s River Bridge), M1 (Junction 1 to Junction 8), A405 (from M25 Junction 21A to M1 Junction 6), A1 (from Fiveways Corner roundabout to Hilltop Gardens), and A414 (M1 Junction 8 to A405), meaning the roads shown in red on the plan at Appendix 3 annexed to this Order.
  - iv. In the case of each of the Roads and the Additional Parts, the reference to the Roads and Additional Parts shall include all carriageways, hard shoulders, central reservations, motorway (including the A1(M)) verges, slip roads,

roundabouts (including those at junctions providing access to and from the Roads), gantries, traffic tunnels, traffic bridges including in the case of the M25 the Dartford Crossing and Queen Elizabeth II Bridge and other highway structures whether over, under or adjacent to the motorway/trunk road, together with all supporting infrastructure including all fences and barriers, road traffic signs, road traffic signals, road lighting, communications installations, technology systems, laybys, police observation points/park up points, and emergency refuge areas.

- d. “**Injunction Website**” means the page on the National Highways website which holds the information as to injunctions in force, which is presently at: <https://nationalhighways.co.uk/about-us/high-court-injunctions-for-motorways-and-major-a-roads/>.

### **Injunction in force**

2. With immediate effect and until 23.59 hrs on 10 May 2025 the Defendants and each of them are forbidden from:
  - a. Blocking or endangering, or preventing the free flow of traffic on the Roads or the Additional Parts for the purposes of protesting by any means including their presence on the Roads and the Additional Parts, or affixing themselves to the Roads or the Additional Parts or any object or person, abandoning any object, erecting any structure on the Roads or the Additional Parts or otherwise causing, assisting, facilitating or encouraging any of those matters.
  - b. Causing damage to the surface of or to any apparatus on or around the Roads or the Additional Parts including by painting, damaging by fire, or affixing any structure thereto.
  - c. Entering on foot those parts of the Roads or the Additional Parts which are not authorised for access on foot, other than in cases of emergency.

### **Service by Alternative Method on the Defendants**

3. The Court will provide sealed copies of this Order to the Claimant’s solicitors for service (whose details are set out below).
4. Pursuant to CPR r. 6.15, 6.27 and r.81.4:

- a. The Claimant shall serve this Order upon the Defendants by:
- i. Posting a direct link to this Order on the National Highways Injunctions Website at: <https://nationalhighways.co.uk/about-us/high-court-injunctions-for-motorways-and-major-a-roads/m25-high-court-injunction-proceedings/>.
  - ii. Sending a notification of the existence of this Order to the Press Association and in particular advertising the web address of the Injunction Website and a direct link to this Order.
  - iii. Publishing social media posts on the National Highways X and Facebook platforms advertising the existence of this Order and providing a link to the Injunction Website.
  - iv. Emailing a copy of this Order to:
    1. [juststopoil@protonmail.com](mailto:juststopoil@protonmail.com)
    2. [juststopoilpress@protonmail.com](mailto:juststopoilpress@protonmail.com)
    3. [insulatebritainlegal@protonmail.com](mailto:insulatebritainlegal@protonmail.com)
    4. [Ring2021@protonmail.com](mailto:Ring2021@protonmail.com)
    5. [actions@animalrebellion.org](mailto:actions@animalrebellion.org)
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    21. [scientistrebellion\\_uk@protonmail.com](mailto:scientistrebellion_uk@protonmail.com)

22. [scientistrebellion@protonmail.com](mailto:scientistrebellion@protonmail.com)

5. Service in accordance with paragraph 4 above shall:
  - a. Be verified by certificates of service to be filed with the Court;
  - b. Be deemed effective as at the date of service specified by the certificates of service;
  - c. Be good and sufficient service of this Order on D1 and each of them and the need for personal service is dispensed with.
6. Further, without prejudice to paragraph 4, whilst this Order is in force, the Claimant shall take all reasonably practicable steps to effect personal service of the Order upon any Defendant of whom it becomes aware is, or has been, on the Roads or the Additional Parts for the purposes of protesting and shall verify any such service with further certificates of service (where possible if persons unknown can be identified) to be filed with Court.

### **Third-Party Disclosure**

7. Pursuant to CPR 31.17, the Chief Constables for those forces listed in Schedule 2 to this Order shall procure that the officers within their forces disclose to the Claimant:
  - a. all of the names and addresses of any person who has been arrested by one of their officers in the course of, or as a result of, protests on the Roads or the Additional Parts referred to in these proceedings; and
  - b. all arrest notes, body camera footage and/or all other photographic material relating to possible breaches of this Order.
8. Without the permission of the Court, the Claimant shall not make use of any document disclosed by virtue of paragraph 7 of this Order, other than for one or more of the following uses:
  - a. applying to name and join any person as a Named Defendant to these proceedings and to serve the said person with any document in these proceedings;
  - b. investigating, formulating, pleading and prosecuting any claim within these proceedings arising out of any alleged breach of this Order;
  - c. use for purposes of formulating, pleading and prosecuting any application for committal for contempt of court against any person for breach of any Order made within these proceedings.

9. The Chief Constables listed in Schedule 2 to this Order shall procure that the officers within their forces give the relevant person whose details are to be provided to the Claimant pursuant to paragraph 7 of this Order not less than 48 hours' notice that disclosure will be given under paragraph 7 of this Order and supply a copy of this Order or refer to an e-mail address/website or phone number provided by the Claimant to enable this Order to be provided/available for consideration.
10. Until further Order, the postal address and/or address for service of any person who is added as a Named Defendant to these proceedings shall be redacted in any copy of any document which is served other than by means of it being sent directly to that person or their legal representative.
11. The Claimant is to serve this order on the Police Representative (Assistant Chief Constable Mark Williams ([Mark.Williams@npocc.police.uk](mailto:Mark.Williams@npocc.police.uk)), by email only by way of service upon the Chief Constables of all of the forces listed in Schedule 2 to this Order.

#### **Further Directions**

12. Unless the Court is notified that no hearing is required (as no continuation of the Order is sought), the Order will be reconsidered at a hearing on Friday 25 April 2025 at 10.30 hrs at the Royal Courts of Justice, London to determine whether there is a continued threat which justifies continuation of this Order beyond 23.59 hrs on 10 May 2025 (“**Review Hearing**”). No further application by the Claimant shall be required.
13. The Claimant has liberty to apply for this Order to be reconsidered on the papers in order to avoid unnecessary expense and use of Court time:
  - a. The Claimant’s application for reconsideration on the papers must be made by 4pm on 28 March 2025.
  - b. The Claimant shall file any evidence and/or written submissions by 4pm on 28 March 2025. The Claimant shall place any document so filed on the Injunction Website, which shall constitute good service on the Defendants.
  - c. Any other party interested in the review of this Order shall file with the Court and serve on the Claimant (at the address in paragraph 18 below) any evidence and/or written submissions by 4pm on 4 April 2025.
  - d. The Claimant, if so advised, may file and serve upon the relevant party further evidence and/or written submissions in response by 4pm on 11 April 2025.

e. The Court shall determine whether to proceed on the papers and so vacate the Review Hearing by 4pm on 16 April 2025.

14. The Defendants or any other person affected by this Order may apply to the Court at any time to vary or discharge it but if they wish to do so they must inform the Claimant's solicitors by email to the addresses specified at paragraph 18 below 48 hours before making such application of the nature of such application and the basis for it.

15. Any person applying to vary or discharge this Order must provide their full name and address, and address for service to the Claimant and to the Court and must also apply to be joined as a Named Defendant to these proceedings at the same time.

16. The Claimant has liberty to apply to extend, vary or discharge this Order, or for further directions.

#### **Costs**

17. No order as to costs.

#### **Communications with the Claimant**

18. The Claimant's solicitors and their contact details are:

DLA Piper UK LLP

Attention: National Highways Injunction Team (Ref: PXB/RXS/439241/16)

Elshaw House

51 Carver Street

Sheffield

S1 4FT

E: NH-Injunctions@dlapiper.com

T: 0207 349 0296

**BY THE COURT**

**MADE ON 26 JULY 2024**



**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**B E T W E E N**

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

**Defendants**

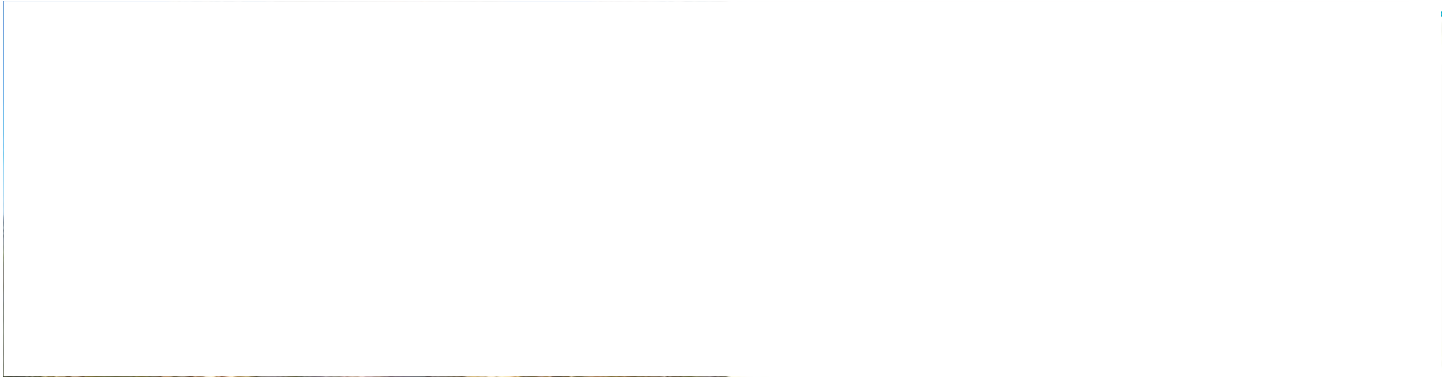
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**SSW8**

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This is the exhibit marked "SSW8" referred to in the witness statement of Stuart Sherbrooke Wortley.

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## EXCLUSIVE Revealed: The eco mob plot to ruin the summer holidays with activists planning to disrupt flights by glueing themselves to major airport runways

By [PIRIYANGA THIRUNIMALAN](#) and [TOM KELLY](#)

**PUBLISHED:** 22:32, 9 March 2024 | **UPDATED:** 06:39, 10 March 2024

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Eco-zealots are plotting to ruin family holidays this summer by wreck airports across the country.

An undercover investigation by The Mail on Sunday can reveal mobs activists plan to storm terminal buildings to hold sit-ins, glue themselves and even climb on to jets to paralyse the travel industry.

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Blueprints for the summer of chaos – which aims to bring flights to a standstill day after day and destroy the holidays of 'ordinary people' – were unveiled at a strategy meeting of 100 hardcore campaigners in **Birmingham** last week.

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.'



Eco-zealots are plotting to ruin family holidays this summer by wrecking havoc at airports across the country



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**If someone had only looked up, Michael Mosley might still be alive**

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**Chilling voice note sent between killers of teenager Shawn Seesahai**

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'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.'

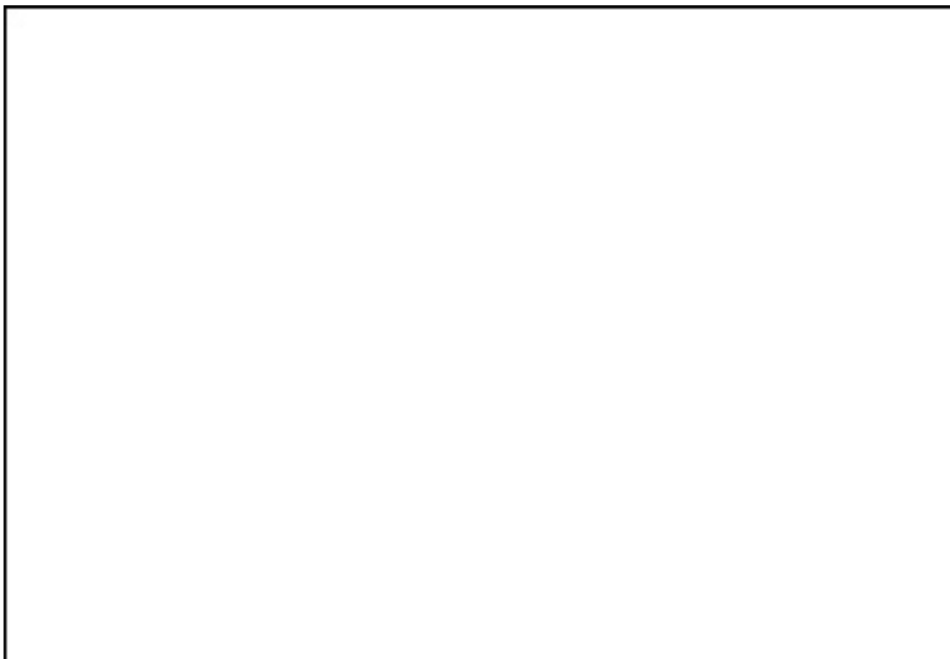
Ms Rumbelow, the 29-year-old daughter of a property developer, has previously been arrested for conspiracy to cause public nuisance during the King's Coronation and made headlines last year when **Sky News** host Mark Austin had to beg her to 'please stop shouting' during an interview.

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.



Protestors cause travel chaos at an airport (stock photo)

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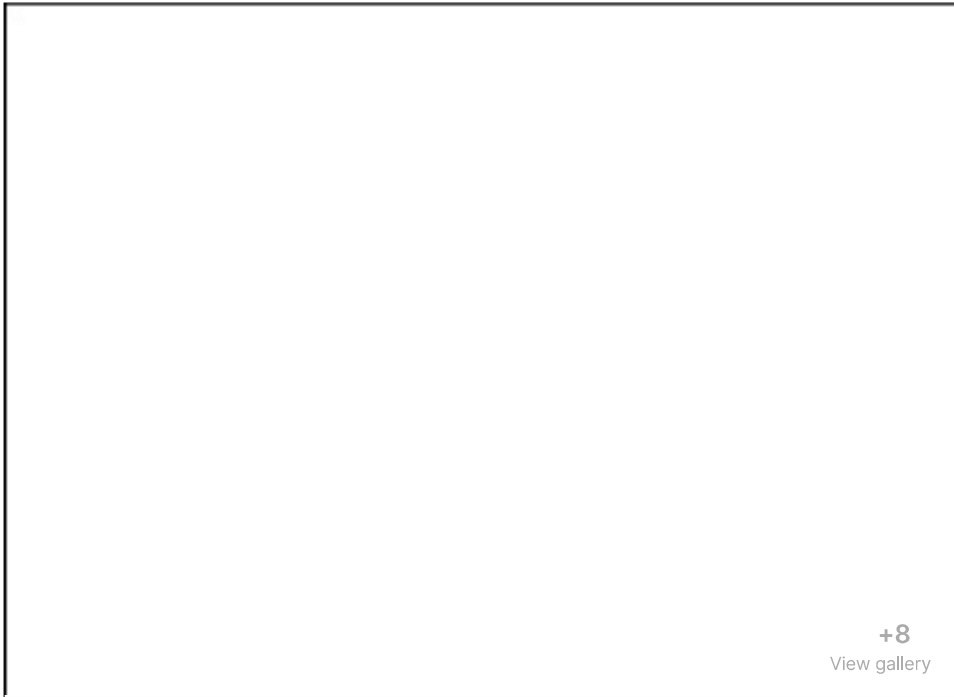
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Activists smeared orange paint on a private jet on une 6 last year at Sylt Aiport in Germany



+8 View gallery

JSO co-founder Indigo Rumbelow has cited other protests to use as an inspiration for their action

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View gallery

**At the meeting she hailed German eco-activists who 'went on to runways, gluing their hands to the ground'**

She said a blind friend of hers was jailed after he 'stood on top of a plane, disrupting tens of flights', and also hailed German eco-activists who 'went on to runways, gluing their hands to the ground'.

'So, close your eyes for a moment, be imaginative, and think about what we could do together,' Ms Rumbelow said. 'We can make this happen at scale this summer.'

Previous protests by the group have included halting traffic on busy roads, targeting an Ashes Test match at Lords and vandalising paintings at the National Gallery.

Ms Rumbelow said: 'We've all in this room disrupted ordinary people in the roads... disrupted ordinary people seeing cultural events, theatre, art shows, football games.'

'The plan... could involve disrupting people on their holidays as well as business flights. It's not comfortable to disrupt ordinary people, but it's completely necessary because without that disruption we don't get anywhere.'

She concluded: 'Hope to see you in the summer on the runway.'

The Mail on Sunday recently exposed the activists' sinister plan to target MPs outside their homes. Last year, the MoS thwarted the plot by Animal Rebellion extremists to halt the Grand National at Aintree by storming the racetrack.

The latest plot is part of an overhaul of the structure of Just Stop Oil (JSO), with the formation of a new organisation called 'Umbrella' under which JSO will be one of four wings. It will also include a youth wing called Youth Demand, a political

## Who will pay if my flight is cancelled?

Airlines have to compensate passengers if a flight is cancelled or delayed by more than three hours – but only if they are responsible.

And unfortunately, in the case of activists targeting an airport, they would unlikely to be considered at fault, says consumer champion Martyn James. In some cases the airline will still be required to get passengers to their destination – though this will depend on what the activists do.

If Just Stop Oil force cancellations by gluing themselves to runways or scaling planes, then under the law airlines are obliged to get travellers on the next available flight.

If, however, campaigners block terminals and stop passengers able to board planes an airline simply leaves without taking responsibility.

The other alternative is a lost holiday on insurance which can be more complex because of a variety of policies.

Many policies won't cover getting to the airport or

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Speaking about Youth Demand, JSO member Sam revealed: 'We're going to bring the fight to the politicians and the political parties.

'High-profile actions are going to be happening in March against politicians... and in April we've got this four-day action phase. I'm not going to say the details because we want them to be nice and unprepared waiting for us.'

Private jets and newspapers could be targets under the Robin Hood actions.

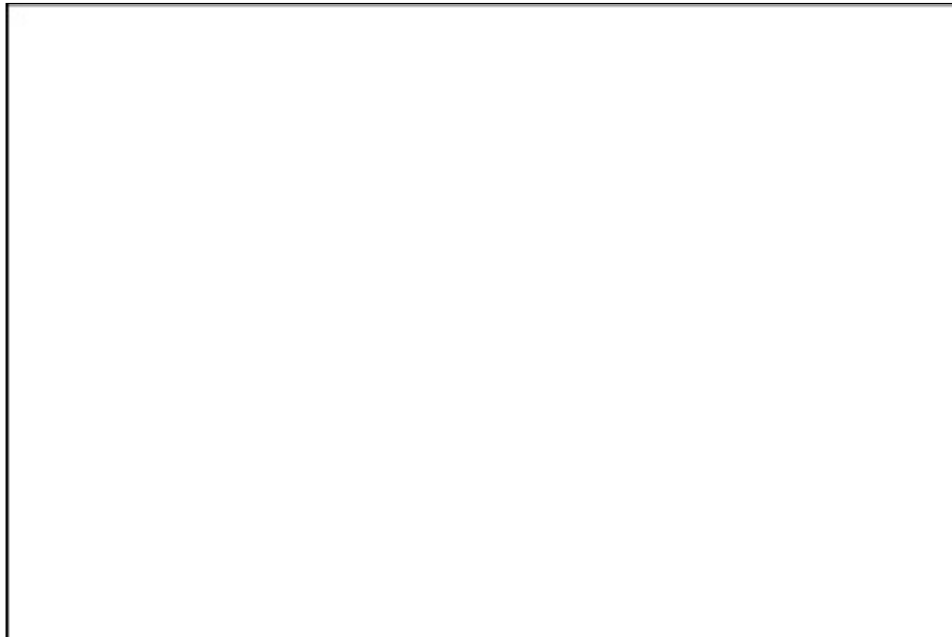
One activist, Mel, said: 'Ideas are maybe mass actions at financial institutions, maybe hitting places where billionaires go [such as] private airports and other eye-catching locations... yacht showrooms, is that a thing?

'The final idea is something around the failings of the billionaire-owned press. We should be blocking the printworks or marching on News International... I'm sure you've got some ideas.'



JSO's political 'pillar', Assemble, is looking at standing independent MPs at key constituencies that Labour needs to win in the General Election, and forming a 'House of the People' to be sworn in on the same day as the House of Commons.

Last night, Tory MP Gareth Johnson accused the group of 'targeting happiness with misery'.



But Mr James said it would be 'outrageous' if they did refuse to pay out in such a scenario.

'Insurance policies are here to cover you for situations like this,' he said.

'If they refuse, take it to a financial ombudsman.'

▶ Rita Ora displays her figure in nude bralette and underwear as she shares behind the scenes look at music video for Ask & You Shall Receive



▶ Elon Musk warns he will BAN Apple devices from his firms after new AI deal to integrate ChatGPT into iPhones and iPads - calling it a 'security violation'



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**Just Stop Oil co-founder Indigo Rumbelow at protests last year**



+8 View gallery

Previous protests by the Just Stop Oil have included halting traffic on busy roads, targeting an Ashes Test match at Lords and vandalising paintings at the National Gallery

'They are creating misery for people trying to go about their daily life and get a well-earned break with their family and children.

'All it will do will make people angry with them and their cause. Everyone wants a clean environment but this is not the way. Running on to runways and climbing on the planes also sounds extremely dangerous and could risk lives.'

A JSO spokesman said: 'This summer, we will take action at airports to create enormous disruption and do what the rich and powerful won't: face the climate emergency and end fossil fuels.'

A spokesman for the Airport Operators Association, the trade body for UK airports, said: 'Aviation is working hard to decarbonise its activities... Instead of engaging in damaging and disruptive stunts like this, we'd call on environmental groups to work with the industry.'

- Conservatives
- Sky News
- Birmingham
- Just Stop Oil

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# Now they're after Brits' holidays! Fury over Just Stop Oil's new plot

Protesters plan to halt airports this summer as they glue themselves to runways, climb on planes and storm terminals.



Just Stop Oil protesters have been called "selfish" as they unveil new plans to ruin holidays for Brits as they storm airports this summer.

According to The Mail on Sunday, protesters want to put airports to a standstill as they demand change from the Government, which has condemned their actions.

The group regularly causes havoc for motorists, glueing themselves to roads and halting traffic for hours. Earlier this year, the group protested outside Farnborough Airport as they hit out at billionaires using private jets.

Now, their summer plot has been revealed as MPs call the group "selfish" and "dangerous". Home Secretary James Cleverly called it "unacceptable guerrilla tactics" and vowed they "must be stopped".

Phoebe Plummer - one of the activists who has become a poster girl for the group - told a JSO meeting about the "radical, unignorable disruption" that could cause chaos to flights around the world.

# Just Stop Oil eco-protesters plot campaign of airport disruption in threat to summer holidays



Just Stop Oil are planning a series of protests at airports across the UK and Europe which threaten to cause travel chaos for holidaymakers this summer.

Protesters plan in some cases to glue themselves to runways in the UK and other destinations including Spain, Greece and Turkey.

Hundreds of flights could be delayed by hours or even cancelled as part of the plot by 50 activists, according to the Mirror.

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.



A performance of Les Miserables at the Sondheim Theatre was stopped when Just Stop Oil activists stormed the stage on October 5 last year (Just Stop Oil/PA)

PA Media

Clive Wratten, of the Business Travel Association, said: “These planned protests are a blunt instrument that will alienate the people who can bring the change Just Stop Oil wants. The activists should work with British businesses to create meaningful solutions to our climate crisis.

“They should join airlines and their supply industry in bringing forward sustainable fuels and best practices, and we urge protesters to reconsider chaos bringing progress to a standstill.”

Home Secretary James Cleverly said: “Selfish, disruptive protesters who wreak havoc in people’s everyday lives must be stopped. We have given the police more powers to tackle criminals posing as protesters and are backing officers with the tools they need to prevent serious disruption and disorder. More than 600 protesters were arrested during Just Stop Oil’s latest campaign.”

Conservative MP Gary Johnson told the Mirror: “The actions of Just Stop Oil are counterproductive and put people off their cause. Most people want to see the environment protected but militant, highly disruptive protests just anger those who are often just trying to enjoy a family holiday.”

However a Just Stop Oil spokesman said UK government policy on climate change meant the group’s actions were justified.

They said: “In normal circumstances, the sort of activities you’ve outlined would be unacceptable. However, what is more unacceptable is the last 10 straight months of record-breaking temperatures, governments continue to allow more oil and gas drilling. The situation is an emergency and we have to start acting like it.”

More than half of British people plan to travel abroad this summer and three in five have already booked, according to Post Office Travel Money.

Just Stop Oil was founded in 2022 to try to cease the issuing of all new oil, gas and coal licences in the UK.

It has staged dozens of high profile protests, many involving disrupting London traffic.

It has also targeted an Ashes Test match at Lords and members ran on stage during a performance of Les Miserables in the West End.



Just Stop Oil climate activist Phoebe Plummer (Image: AFP via Getty Images)

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## EXCLUSIVE: Just Stop Oil protesters to chill on yoga trip as they plan summer airport chaos

Just Stop Oil protesters are going on a yoga retreat to help get them in the right state of mind for their "biggest action yet" where they are expected to disrupt airports this summer

By Saskia Rowlands, News Reporter

22:58, 3 May 2024 | UPDATED 23:34, 3 MAY 2024

3 | BOOKMARK

Just Stop Oil protesters will relax on a yoga retreat before disrupting airports this summer.

The eco campaigners plan to take a break in order to mentally prepare for their "biggest action yet". It comes after we revealed a plot to halt flights both in the UK and Europe from mid-July.

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Our reporter recently attended a meeting where 50 campaigners gathered. One said: "It's time for us to prepare ahead of this summer. There will be yoga, meditation and time to chill out together and support each other... it's for people who are very involved in JSO."

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**Just Stop Oil activists and other protesters marching in Westminster** ( Image: Vuk Valcic/SOPA Images/REX/Shutterstock)

“Some of us will car share and I should think others will get there by train. The coming months will be a lot, and it’s important for people who’ve made the commitment to take some time out.” The group is currently crowdfunding, but it is not known if this will cover the bill for their weekend away.



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Activists plan to glue themselves to runways and clamber on to planes in tourist hotspots like Spain, Greece and Turkey. **Just Stop Oil**’s Phoebe Plummer was applauded as she discussed the “summer strategy” at the event in Central London this week.

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The 22-year-old told the meeting: "Flights operate on such a tight schedule to control air traffic... we're talking about disruption on a scale that has never been seen before. 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 wealth inequality and if we want to create change, we need to adopt a more radical demand."

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Just Stop Oil said: "We have had runaway record temperatures the last 10 months. Meanwhile, the High Court has declared the Government's climate policy unlawful for the second time. Politics is failing and it's time we step into action to do something about it."

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## Summer 2024 Actions

---

**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**

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By Just Stop Oil

United Kingdom

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## 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**.

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**Just Stop Oil**



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**KING'S BENCH DIVISION**

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- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)
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- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

**Defendants**

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**SSW9**

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This is the exhibit marked "SSW9" referred to in the witness statement of Stuart Sherbrooke Wortley.



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An outer London airport – Farnborough – frequently used by the super-rich and politicians, [including Boris Johnson](#), has been the target of [Extinction Rebellion](#) and other groups. They highlighted how the flying habits of the super rich are effectively helping to kill us all via their contribution to the [climate crisis](#).

## Farnborough: you're killing us all!

On Sunday 2 June, a group of activists blocked all the main gates of Farnborough airport, the biggest private jet airport in the UK, which has [plans to greatly expand](#). This was part of an international week of action targeting private jets and the injustice of aviation, with protests happening in Denmark, Germany, Mexico, Norway, Sweden, Switzerland, and the US.

At Farnborough, protesters barricaded the airport's Gulfstream Gate with the Extinction Rebellion pink boat:





Ively Gate had four protesters locked on to oil drums:



At the airport's departure gate activists mounted two tripods blockading the entrance:





A fourth group of protesters moved between the airport's other gates to block them:



At all three main gates, protesters released colourful smoke flares, chanting slogans and engaging with members of the public, accompanied by the XP Rebel Rhythms band of drummers:





Dr Jessica Upton, a veterinary surgeon and foster carer from Oxford, said:

*I'm here today because private airports are an abomination. Expanding Farnborough would be putting the indulgent wants of the rich minority over the needs of the majority. Local people need cleaner air and less noise pollution, and the world's population urgently needs rapid reductions in greenhouse gas emissions to survive.*

*Private airports disproportionately contribute to climate breakdown and closing them would boost our chances of sticking to the Paris Climate Accords, the supposedly legally binding international treaty agreed to and signed by our government.*

More than 100 people took part in the protests and several were arrested.

## **Farnborough airport: private jets should be banned**

Inês Teles, campaigner at Stay Grounded, said:

*It's utterly obscene that, during a climate and cost of living crisis, while people are burning under scorching heat in India and Mexico or being displaced by catastrophic flooding in Brazil, the super-rich keep flying on their private jets and pouring gas in a world on fire.*

*These are the worst form of bullshit flights, and need to be banned, as well as short-haul flights or night flights. We need to stop this madness and hold the super-rich and institutions accountable for the destruction they are causing.*

The actions happened under the banner of the Make Them Pay campaign, supported by Stay Grounded, Scientist Rebellion, and Extinction Rebellion groups. It unites citizens and scientists from around the globe behind three demands:

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1. Ban Private Jets
2. Tax Frequent Flyers
3. Make Polluters Pay

Gianluca Grimalda, university researcher and climate activist, said:

*Private jets are the single most polluting form of transport, causing about 10 times more CO2 emissions per passenger than a regular flight, and up to 100 times more than trains. About two thirds of such flights are done for leisure over short stretches on which a lower-emitting alternative exists.*

*The 'collateral damage' of such flights is to cause about 20.000 deaths every year, as we know that every 4.000 ton of CO2 will kill one person and private jets produce about 80 million tons of CO2 every year. This is unacceptable, inhumane, and abhorrent.*

## Aviation is the pinnacle of climate injustice

But private jets are not the only problem: aviation as a whole is the pinnacle of climate injustice, with 1% of the population being responsible for 50% of its emissions and 80% of the world population never having set foot on a plane.

As the world witnesses the announced death of the 1.5° C barrier, scientists and people worldwide call for a full shift in terms of how society relates to aviation and other high emission sectors, to be able to avert the worst effects of climate breakdown which, while affecting everyone, will be even more deadly for the poorest and most vulnerable parts of society.

The rich need to step up and cut superfluous habits such as using private jets, if the entire society is to support a move towards the necessary change.

A report by Oxfam highlighted that the richest 1% grabbed nearly two-thirds of all new wealth created since 2020, totaling \$42 trillion, almost twice as much money as the bottom 99% of the world's population.

The demands of the Make Them Pay campaign seek to pave the road towards a fairer wealth distribution: an annual wealth tax of up to 5% on the world's billionaires could raise \$1.7 trillion a year, enough to deliver a 10-year plan to end hunger, support poorer countries being ravaged by climate impacts, and deliver universal healthcare and social protection for everyone living in low-income countries.

Climate inequality is one of the world's most pressing problems, and questions of social and economic justice must be at the heart of how we act on the climate collapse.

*Featured image and additional images via Extinction Rebellion*

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# Just Stop Oil protesters who sprayed Stonehenge are bird-watching Oxford student, 21, and Quaker, 73

Police have arrested six [Just Stop Oil](#) activists at a supposed soup night in [London](#) this evening.

Hackney Police has detained a number of key organisers for the group who had allegedly been plotting to cause mayhem for thousands of holidaymakers this summer by disrupting airports across the UK.

Officers swooped on an east London community centre earlier today and arrested six activists during an event which JSO later claimed was a 'soup night'.

The eco group also claimed another protestor named Daniel was arrested whilst staying at their parents home in the capital.

Protesters had allegedly planned to disrupt airports in a 'sustained period of action', warning that an attack on Stansted airport last week, where two private jets were sprayed in orange paint, was just a 'prelude'.

JSO shared a video on X, showing the moment the suspected organisers were arrested earlier this evening.

One officer is heard telling one of the group: 'By taking part in the organisation of this event this evening, I suspect you are taking part in a plot to cause serious disruption to UK airports.'

A female activist is then seen being led out of the hall in handcuffs as she is surrounded by several officers and other members of the public.

The video later cuts to a video of an activist, named Daniel, being arrested in a house by two police officers.

Daniel can be heard telling the camera: 'I'm being arrested. I'm not really sure why.'

'I'm at my parents' house right now. I was just here in London visiting my parents.'

'I think I've been told I'm under arrest for conspiracy to commit a public nuisance.'

'Well this is what happens when you resist the British state.'

Hackney Police said in a statement: 'Tonight (27 June), our officers made six arrests during an event at an east London community centre.'

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

'All the arrests were under a section of the Public Order Act which makes it illegal to conspire to disrupt national infrastructure.

'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.'

The climate group has made headlines in recent weeks for its latest stunts including spray painting Stonehenge and spraying two private jets at Stansted airport.

But according to a source, the stunt at Stansted was only a 'prelude' to plans to disrupt even more airports over the coming months.



Speaking to The Times, the source said: 'This is just another way of us taking action in the theatres of life we exist in because we're not politicians.'

'Private jets are obviously mental for emissions and most people would agree they need to stop.'

'It's a wake-up call for government that we need big radical changes.'

'If this incoming government doesn't get us on war footing then we're not going to have anywhere to fly to.'

A JSO spokesman told MailOnline: 'We have smashed through the 1.5 degree threshold that was supposed to keep us safe, the consequences of this are catastrophic and this is leading to runaway extreme temperatures that are making large parts of the world unable to support human life. We cannot continue business as usual.'

'To protect our families and communities we need an emergency, international legally binding treaty to phase out fossil fuel burning by 2030.'

When asked whether they would disrupt people's summer holidays, the spokesman said: 'We will be taking action at sites of key importance to the fossil fuel economy to demand an emergency, international legally binding treaty to phase out oil, gas and coal burning by 2030.'



Last week two JSO activists were also arrested and later bailed for throwing orange powder paint at Stonehenge.

Rajan Naidu, 73, and Niamh Lynch, 21, ran up to the stones and attacked them as members of the public tried to intervene.

Video footage showed two people wearing white shirts with the Just Stop Oil slogan, approaching the stone circle with canisters and spraying orange powder paint.

The group claimed it would wash off in the rain but archaeologists are concerned about potential damage to the 5,000-year-old world icon and landmark.

Tim Daw, a local farmer and historic property steward who used to volunteer at the site, carried out an experiment by mixing cornflour and food dye and then applying it to a small piece of sarsen, which is the same stone as Stonehenge.

On the piece of sarsen a series of little black dots are visible, which are the lichen.

Mr Daw described this on BBC Breakfast as a 'very, very rare plant organism that grows on rocks' which 'takes hundreds of years to grow because there's no nutrition'.



He then washed the bottom half of the stone before gently rubbing it and noticed that the cornflour was in the stone's pores and therefore 'displacing the lichen'.

Mr Daw told the show that he was 'worried' about the lichen on the monument, and said of yesterday's attack: 'I was shocked and saddened. I couldn't believe it.'

'Stonehenge is so precious, not just to me but to so many people. To do this act, which I think has worked against their cause, just seems pointless and damaging.'

Rishi Sunak and Sir Keir Starmer were united in the condemnation of Just Stop Oil after the incident.

The Prime Minister described it as a 'disgraceful act of vandalism' while the Labour leader branded the group 'pathetic'.



## Ten Just Stop Oil activists arrested over Heathrow plot

24th July



Ten Just Stop Oil activists suspected of planning to disrupt Heathrow Airport have been arrested, police have said.



Seven people were detained in the vicinity of the airport on Wednesday morning and taken into custody.

Cutting gear and glue were found on the activists, the Metropolitan Police said.

Three others were arrested at other locations, also on suspicion of conspiring to interfere with a site of key national infrastructure under the Public Order Act. They all remain in custody.

None of the activists was able to get into the airport, the force added.



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**“**  
*Anyone who compromises the safety and security of our airports will face the full force of the law*  
**”**  
*Ch Supt Ian Howells, Metropolitan Police*

“Doing so would have led to the suspension of flight operations causing a major impact to international aviation,” Scotland Yard said.

Chief Superintendent Ian Howells, who led the operation, said: “These arrests are an excellent example of coordinated action by colleagues from across the Met to prevent the significant disruption intended by JSO.

“This planned action was extremely reckless and would have represented a real risk to the travelling public.

“Had it not been for these arrests, flights would have been suspended, impacting thousands of passengers and businesses including hard-working families going on their summer holidays.

“It could also have caused serious danger to passengers and aircraft with flights being diverted and cancelled.

“This type of action is completely unacceptable. The Met will continue to work with our national policing colleagues, airport operators and the wider aviation sector to prevent such criminal acts and to safeguard the travelling public.

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“Anyone who compromises the safety and security of our airports will face the full force of the law.”

Footage shared to the Just Stop Oil account on X, formerly Twitter, appears to show people cycling near a high barbed wire-topped fence close to passenger planes before dismounting and being approached by officers.

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The group said “the international uprising begins” and that a number of people had been arrested “in two locations on the perimeter road around Heathrow”.

It followed protests at multiple airports across Europe, JSO said.

**Oil Kills**

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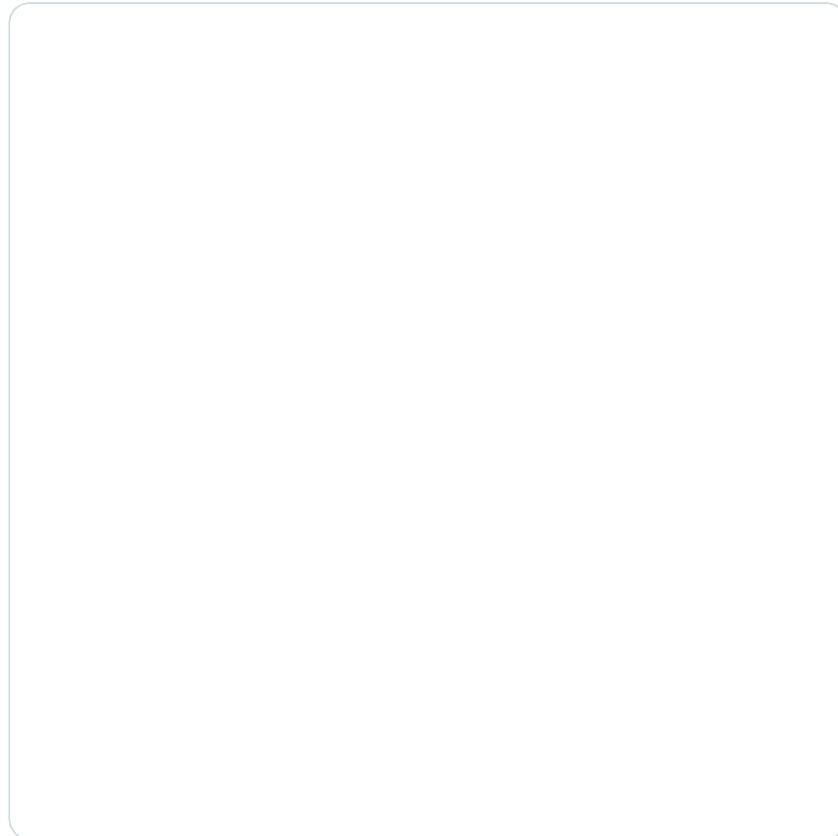


Eleven people blocked two roads heading to Zurich and Geneva Airports. Five people were arrested.

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10:44 AM · Jul 24, 2024



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It claimed German supporters of climate activist group Last Generation caused international delays at Cologne-Bonn Airport.

The German airport reported that “unauthorised people” gained access to its security area on Wednesday

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jeopardising the stability on which our entire society depends.

“This is not only irresponsible, it is an act of war against low lying island states and countries in the global south, who are already suffering devastating consequences as a result of our addiction to fossil fuels.

“Our political leaders must take action to protect our communities by working with other nations to establish a legally binding treaty to stop the extraction and burning of oil, gas and coal by 2030.”

*“We are in full agreement that the aviation industry needs to decarbonise, but unlawful and irresponsible protest activity will not be tolerated*

”

*Heathrow Airport spokesman*

A spokesman for Heathrow Airport said: “There has been absolutely no impact on operations whatsoever” and that “no-one gained entry to anywhere they shouldn’t be.

“Thanks to swift action from the police and airport colleagues, there is no disruption to passenger journeys.

“Heathrow continues to operate as normal today.

“We are in full agreement that the aviation industry needs to decarbonise, but unlawful and irresponsible protest activity will not be tolerated.”

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# Ten Just Stop Oil activists arrested over Heathrow plot

Cutting gear and glue were found on members of the group, police said.



**NINE JUST STOP OIL ACTIVISTS HAVE BEEN ARRESTED AT HEATHROW AIRPORT (STEVE PARSONS/PA)**

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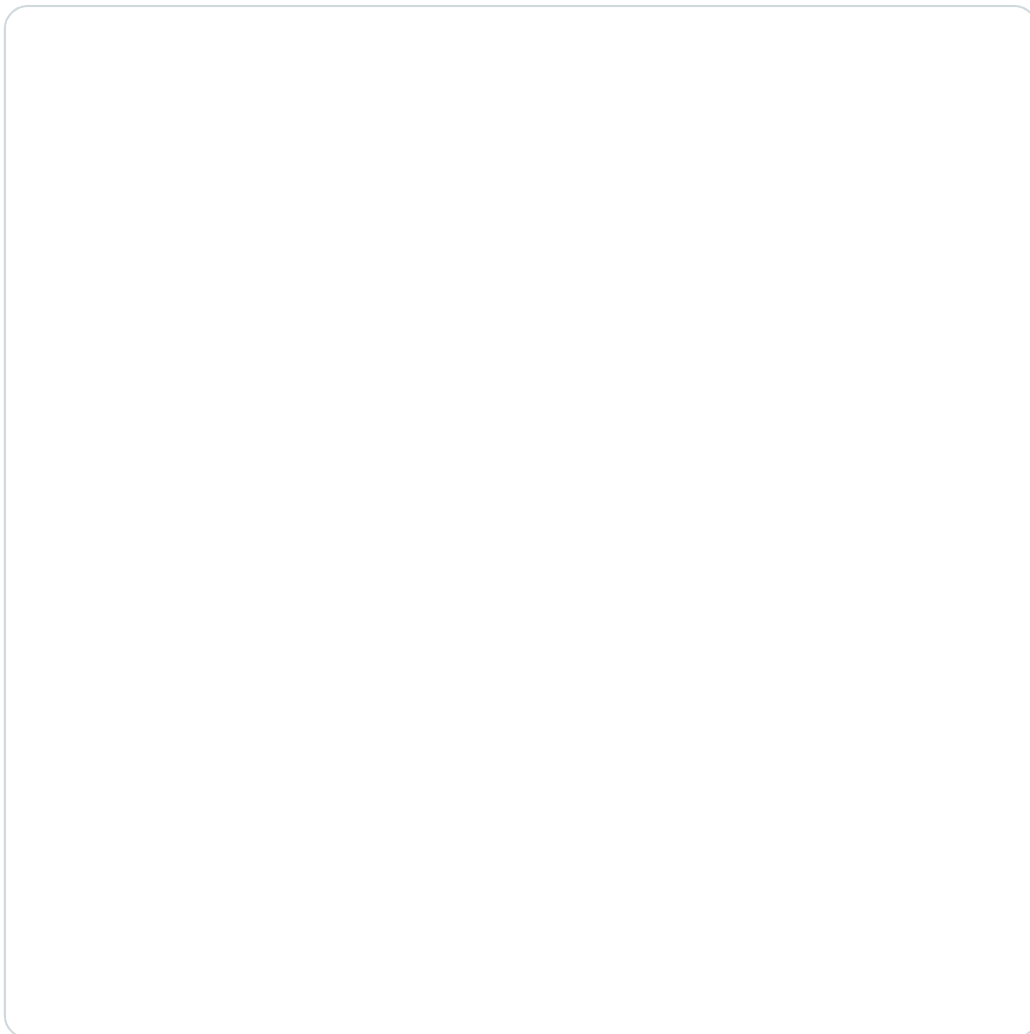


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It claimed German supporters of climate activist group Last Generation caused international delays at Cologne-Bonn Airport.

The German airport reported that “unauthorised people” gained access to its security area on Wednesday morning.

Flights were suspended due to the police operation and resumed once it had finished, but delays and cancellations are “to be expected during the course of the day”, the airport said.

A JSO spokesman said: “We refuse to die for fossil fuels. Continued burning of oil, gas and coal, as we pass irreversible tipping points that threaten to spin our climate out of control in a rapidly accelerating way, is jeopardising the stability on which our entire society depends.

“This is not only irresponsible, it is an act of war against low lying island states and countries in the global south, who are already suffering devastating consequences as a result of our addiction to fossil fuels.

“Our political leaders must take action to protect our communities by working with other nations to establish a legally binding treaty to stop the extraction and burning of oil, gas and coal by 2030.”

**We are in full agreement that the aviation industry needs to decarbonise, but unlawful and irresponsible protest activity will not be tolerated**

HEATHROW AIRPORT SPOKESMAN

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A spokesman for Heathrow Airport said: “There has been absolutely no impact on operations whatsoever” and that “no-one gained entry to anywhere they shouldn’t be.

“Thanks to swift action from the police and airport colleagues, there is no disruption to passenger journeys.

“Heathrow continues to operate as normal today.

“We are in full agreement that the aviation industry needs to decarbonise, but unlawful and irresponsible protest activity will not be tolerated.”

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# Ten Just Stop Oil activists arrested at Heathrow



Ten Just Stop Oil supporters were arrested at Heathrow

24 July 2024

**A group of 10 Just Stop Oil activists have been arrested at Heathrow Airport but operations are continuing as usual, police have said.**

They were detained near the airport and taken into custody on suspicion of conspiring to interfere with a site of key national infrastructure under the Public Order Act.

The campaigners said “the international uprising begins” and claimed supporters of climate activist organisation Last Generation were behind **delays at Cologne-Bonn Airport.**

The German airport confirmed that “unauthorised people” gained access to its security area earlier.

### **Just Stop Oil sentences condemned by celebrities**

23 July

### **Heathrow hits record passenger numbers**

7 days ago

Footage of Heathrow shared on the Just Stop Oil (JSO) account on X, formerly Twitter, appears to show people cycling near a high barbed wire-topped fence close to passenger planes before dismounting and being approached by officers.

A JSO spokesman said: "We refuse to die for fossil fuels. Continued burning of oil, gas and coal, as we pass irreversible tipping points that threaten to spin our climate out of control in a rapidly accelerating way, is jeopardising the stability on which our entire society depends."

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A spokesman for Heathrow Airport said: "There has been absolutely no impact on operations whatsoever" and that "no-one gained entry to anywhere they shouldn't be.

"Thanks to swift action from the police and airport colleagues, there is no disruption to passenger journeys.

"Heathrow continues to operate as normal today."

## Long sentences

Earlier this month, the High Court granted an injunction prohibiting anyone from entering, occupying or remaining on London Heathrow Airport land in connection with environmental campaigns, without consent.

Anyone breaching the injunction might be jailed, fined or have their assets seized for contempt of court.

The action follows the imposition of long jail sentences on five members of JSO who disrupted the M25 in 2022.

The sentences - **of four and five years** - were described in an open letter signed by hundreds of high-profile names - as "one of the greatest injustices in a British court in modern history".

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## Two Just Stop Oil activists arrested for protest at Heathrow Airport

Police and security arrived on scene within minutes and proceeded to cordon off part of Heathrow's Terminal 5



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Two Just Stop Oil protesters have been arrested after coating Heathrow's Terminal 5 in orange paint as the environmental protesters continue to target airports.

The protest group said Phoebe Plummer, 22, and Jane Touil, 58, entered Heathrow shortly after 8.30am on Tuesday and painted the entrance hall to Terminal 5, as well as the departure boards in the departures lounge.





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Police and security arrived on scene within minutes and proceeded to cordon off the area.





The Metropolitan Police confirmed two Just Stop Oil activists were arrested on suspicion of criminal damage following the protest. The force said officers remain in the area to deal with any further offences.

A Heathrow Spokesperson said: “Working with partners we have quickly resolved a protest incident in Terminal 5 and all involved have been removed from the airport.

“The airport continues to operate as normal and passengers are travelling as planned.”

Last week Just Stop Oil activist Ms Plummer was told to be prepared for jail after she was found guilty of throwing Heinz tomato soup at Vincent van Gogh's Sunflowers masterpiece at the National Gallery in October 2022.

She will be sentenced on September 27 alongside Anna Holland, who was also found guilty.

On Monday Just Stop Oil protesters also tried to block departure gates at Gatwick Airport before they were arrested and removed.

Police responded to a report that protesters were demonstrating near the security entrance at the South Terminal in Gatwick Airport at around 8am on Monday.



**PHOEBE PLUMMER (LEFT) WAS FOUND GUILTY OF THROWING HEINZ TOMATO SOUP AT VINCENT VAN GOGH'S SUNFLOWERS MASTERPIECE IN OCTOBER 2022**

JUST STOP OIL



**PHOEBE PLUMMER THREW SOUP ON TO GLASS PROTECTING THE VAN GOGH'S SUNFLOWERS AS IT HUNG IN LONDON'S NATIONAL GALLERY**

AP

Sussex Police said eight people were arrested on suspicion of interfering with public infrastructure, and no disruption was caused by the protests.

Passengers could be seen carrying their luggage over the protesters and the airport was not disrupted.

The protesters have been targeting airports as part of the “Oil Kills international uprising”.

Just Stop Oil said 21 groups have protested at 18 airports across Europe, Canada and the US.

## READ MORE



## Two Just Stop Oil activists arrested at Heathrow Airport



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The group said in a statement: “This summer, areas of key importance to the fossil fuel economy will be declared sites of civil resistance around the world.”

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16:40

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just.stopoil 5h



fossilfreelondon

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which means even  
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wrong exit of this  
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**Protest is a  
human right**

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Message



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**Defendants**

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**SSW10**

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This is the exhibit marked "SSW10" referred to in the witness statement of Stuart Sherbrooke Wortley.

# Munich Airport forced to close for two hours after climate protesters glue themselves to runway

The airport in southern Germany was closed to take-offs and landings for nearly two hours but has since reopened.



Image: The protesters (in orange) began their action at about 4.45am local time Pic: AP

Eight climate protesters have been arrested after shutting down Munich Airport and causing about 60 flight cancellations.

Six of the activists glued themselves to a runway access road early on Saturday morning, but the situation is now under control with both runways open.

Climate protest group Last Generation took responsibility in videos on X showing its members wearing orange vests on the tarmac.

"A total of six people are sitting in two groups on different locations of the Munich airport," one of the posts said.

"It is absurd that people can afford flights more than train journeys," said another post from the group.

"The responsibility for this lies with the government: it subsidises flights while the railways are ruined by cost-cutting."

An airport spokesperson said it had been fully closed to take-offs and landings for nearly two hours.

Some 11 flights were also diverted, around 60 cancelled, and delays were still possible, the spokesperson added.



The disruption occurred during one of the busiest travel periods, second only to the Easter holidays, according to the airport.



Image: Pic: AP

**Read more from Sky News:**  
**[Just Stop Oil protesters in their 80s target Magna Carta](#)**

Interior minister Nancy Faeser said security would be reviewed and "the perpetrators must be vigorously pursued".

"Such criminal actions endanger air traffic and harm climate protection because they only cause contempt and anger," she wrote on X.

Volker Wissing, the transport minister, said new laws were needed to increase punishments for such protests, which are currently only classed as minor offences.

# Flights resume after climate protest at Cologne airport



GETTY IMAGES

Cologne Bonn Airport said flight operations have been suspended because of a police operation on the runway

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Cologne-Bonn Airport after said "unauthorised people" gained access to the airfield on Wednesday morning, leading to all flight operations being suspended as police moved in.

A number of inbound flights were diverted to other nearby airports before police said they had completed their operation at 09:15 (07:15 GMT).

Cologne-Bonn Airport said flights were resuming but that delays and cancellations should be expected throughout the day.

It urged passengers to check with their airline or tour operator for updates.

The activist group Last Generation said five people had glued themselves to the tarmac and published pictures of a member with his hands glued to the taxiway.

Last Generation said it wanted the German government to pursue a global agreement to exit oil, gas and coal by 2030.

The group said "similar peaceful, civil protests at airports" were planned for Wednesday across Europe and North America.

In Finland, protesters were pictured blocking security gates at Helsinki Vantaa Airport and activist group Oil Kills said five of its protesters had been intercepted at Barcelona El Prat airport.

Another nine activists were detained in London, for what the Metropolitan Police described as "conspiring to disrupt Heathrow Airport".

Elsewhere, three activists broke the perimeter fence at Oslo's main Gardermoen Airport.

The trio were reportedly removed just over 30 minutes after they entered the airport and airport officials said they had found an angle grinder near a hole in the fence.

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FOLK MOT FOSSILMAKTEN

Activists from People against fossil power posted a picture of their brief action at Oslo Gardermoen airport

Cologne-Bonn is Germany's sixth-busiest airport - behind Hamburg, Düsseldorf, Berlin Brandenburg, Munich and Frankfurt.

In May, Munich Airport was forced to shut for two hours after six climate protesters glued themselves to a runway.

Eight people were arrested, but the disruption led to 11 flights being diverted and about 60 cancellations, an airport spokesman said.

In the aftermath, Germany's Interior Minister, Nancy Faeser, said security measures at Munich Airport "would be reviewed".

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Travel > News & Advice

# Flights suspended after climate protesters glue airport

...spreading to other parts of Europe

Wednesday 24 July 2024 08:22 • 4 comments



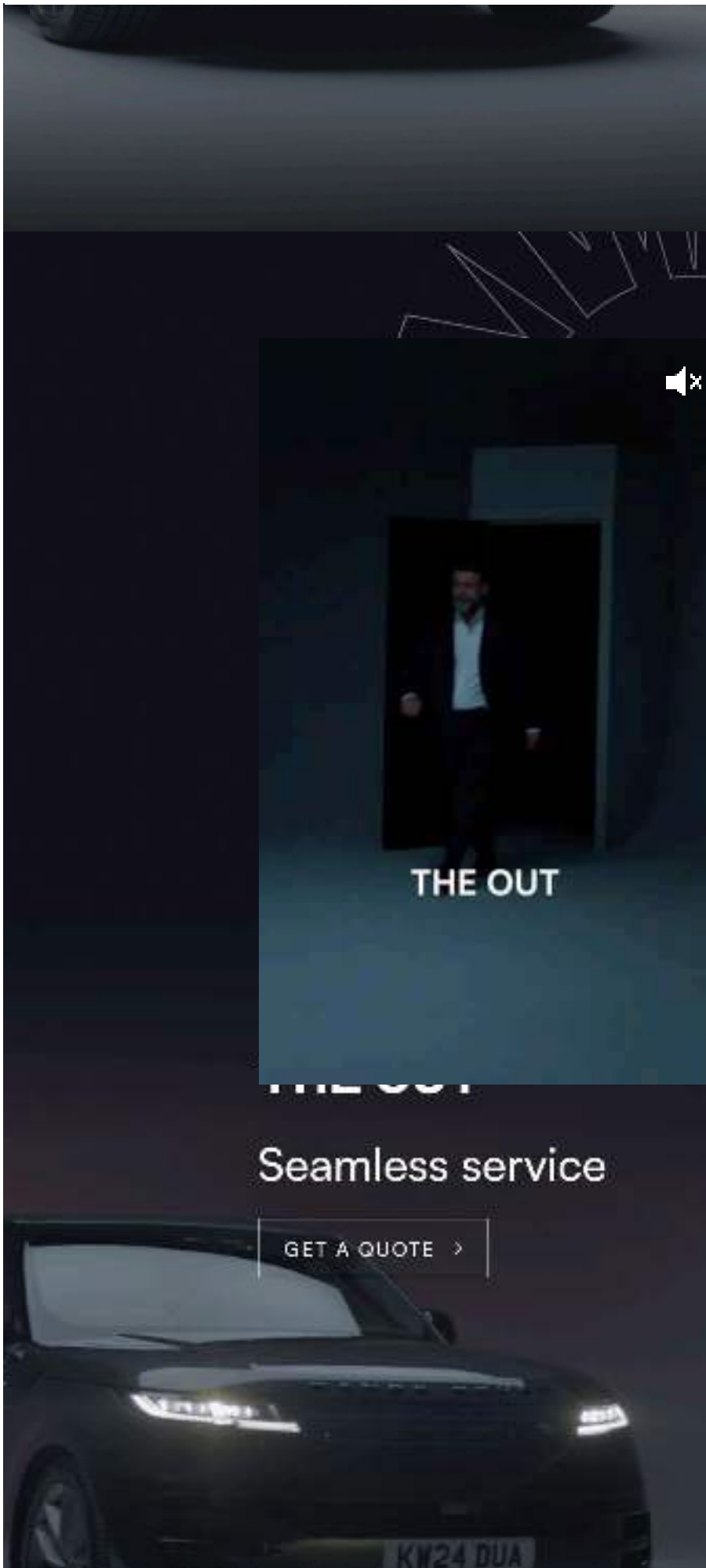
Inbound and outbound flights have been disrupted by the protesters (Reuters)



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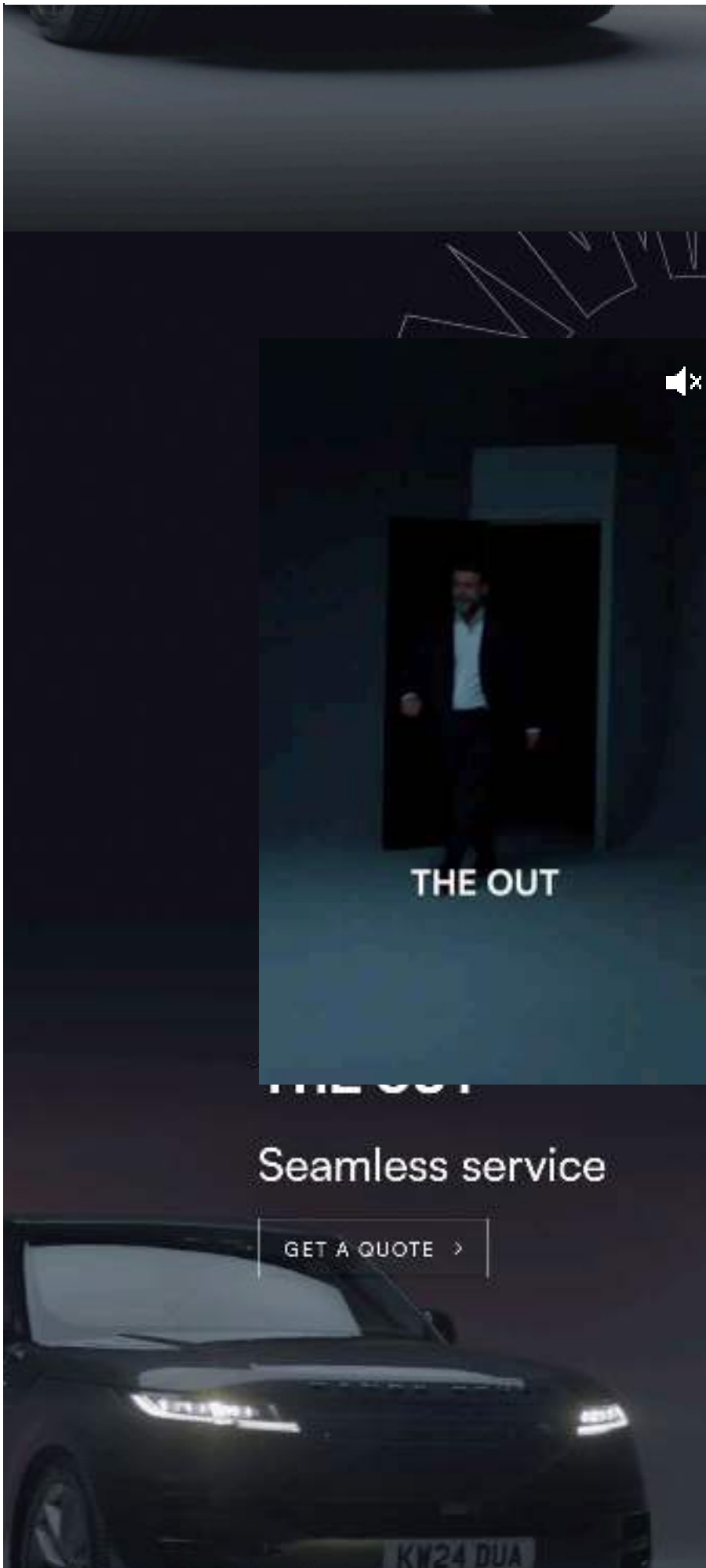


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Watch on X



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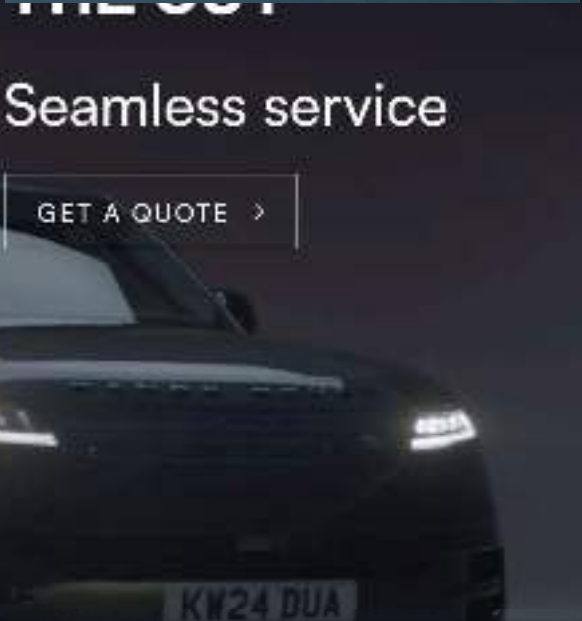
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the security gates at Helsinki  
by breached the perimeter fence  
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aining access.





A Last Generation activist with her hands glued to the runway at Cologne-Bonn airport (EPA)

KW24 DUA

erlands, Switzerland, Canada



## **Nine Just Stop Oil supporters arrested as international uprising begins**

Press / July 24, 2024

Just Stop Oil supporters have been arrested at Heathrow. Just Stop Oil is demanding that the UK government works with other countries to establish a fossil fuel treaty to end the extraction and burning of oil, gas and coal by 2030. [1]

At around 9am, seven Just Stop Oil supporters were arrested at two locations on the perimeter road outside Heathrow. At around 10:50am, the Metropolitan Police confirmed a further two had been arrested on suspicion of conspiracy to disrupt Heathrow. This comes after German supporters of Last Generation blocked air traffic at Cologne Bonn Airport, causing international delays. Meanwhile, supporters of Folk Mot Fossilmakta (People against Fossil Power) cut through a chain-link fence and sat next to a runway stopping flights departing from Oslo Gardermoen airport. [2][3]

Also this morning, supporters of Extinction Rebellion in Finland have blocked security gates at Helsinki Vantaa Airport. Meanwhile in Spain, five supporters of Futuro Vegetal accessed the taxiway at Barcelona airport, however were intercepted before taking action. In Switzerland, eleven supporters of Drop Fossil Subsidies blocked main roads around both Zurich and Geneva airports. [4][5][6]

A Just Stop Oil spokesperson said:

*"We refuse to die for fossil fuels. Continued burning of oil, gas and coal, as we pass irreversible tipping points that threaten to spin our climate out of control in a rapidly accelerating way, is jeopardising the stability on which our entire society depends. This is not only irresponsible, it is an act of war against low lying island states and countries in the global south, who are already suffering devastating consequences as a result of our addiction to fossil fuels. Our political leaders must take action to protect our communities by working with other nations to establish a legally binding treaty to stop the extraction and burning of oil, gas and coal by 2030."* [7]



One of those arrested this morning is Sally Davidson, 36, a hairdresser from Portland, who said:

*"Mass migration and global food shortages are becoming commonplace as large areas of inhabited land are becoming too hot to support human life. It is our young people in the UK and those around the world who have done little to contribute to this crisis who will bear the brunt of what is to come."*

*"Our new government must take swift and meaningful action to end the extraction and burning of oil, gas and coal by 2030, by establishing a legally binding treaty to phase out fossil fuels. Anything less is a death sentence."*

Also arrested today is Adam Beard, 55, a gardener from Stroud, who said:

*"We need immediate and decisive action to prevent the worst effects of the climate crisis becoming reality, with all the death and suffering that will bring. Our government must work with other nations to enact a treaty to end the extraction and burning of oil, gas and coal by 2030."*

*"Scientists are telling us we are on course for large parts of the world becoming uninhabitable, causing mass death, hundreds of millions of refugees and crop failures in areas that produce the vast majority of the world's food. Those in power must take seriously their responsibility to protect our population from harm."*

As long as political leaders fail to take swift and decisive action to protect our communities from the worst effects of climate breakdown, Just Stop Oil supporters, working with other groups internationally, will take the proportional action necessary to generate much needed political pressure. This summer, areas of key importance to the fossil fuel economy will be declared sites of civil resistance around the world. Are you in? Sign up to take action at [juststopoil.org](https://www.juststopoil.org).

## ENDS

Press contact: 07762 987334

Press email: [juststopoilpress@protonmail.com](mailto:juststopoilpress@protonmail.com)

High-quality images & video here: <https://juststopoil.org/press-media>

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YouTube: <https://juststopoil.org/youtube>

TikTok: <https://www.tiktok.com/@juststopoil>

### Notes to editors:

[1] Just Stop Oil is a member of the A22 Network of civil resistance projects.

Critical seed funding for Just Stop Oil was provided by [Climate Emergency Fund](#) and Adam McKay in 2022 and 2023. Just Stop Oil is now largely backed by small donations from the public, although the Climate Emergency Fund continues to contribute.

Just Stop Oil 'Blue Lights' policy: our policy is, and has always been, to move out of the way for emergency vehicles with siren sounding and 'blue lights' on.

We take all possible steps to ensure that no-one's safety is compromised by our actions.

[2] <https://www.bbc.co.uk/news/articles/cd17j7e528jo>

[3] [https://x.com/\\_oilkills/status/1815993446059946037](https://x.com/_oilkills/status/1815993446059946037)

[4] [https://x.com/\\_oilkills/status/1815971508457537581](https://x.com/_oilkills/status/1815971508457537581)

[5] [https://x.com/\\_oilkills/status/1816011965833040132](https://x.com/_oilkills/status/1816011965833040132)

[6] <https://www.thenationalnews.com/news/europe/2024/07/24/european-airports-blocked-by-climate-campaigners-in-oil-kills-protest/>

[7] Our Demand: An end to oil, gas and coal by 2030.



Our governments must work together to establish a legally binding treaty to stop extracting and burning oil, gas and coal by 2030 as well as supporting and financing poorer countries to make a fast, fair, and just transition.

This can be accomplished by endorsing the [Fossil Fuel Non-Proliferation Treaty Initiative](#) and seeking a negotiating mandate to establish the treaty.

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## About us

**Just Stop Oil** is a nonviolent civil resistance group in the UK. In 2022 we started taking action to demand the UK Government stop licensing all new oil, gas and coal projects. We have won on this . **Civil resistance works.**

**Our new demand:** That the UK Government sign up to a Fossil Fuel Treaty to Just Stop Oil by 2030.

Our governments must work together to establish a legally binding treaty to stop extracting and burning oil, gas and coal by 2030 as well as supporting and financing other countries to make a fast, fair, and just transition.

This can be accomplished by endorsing the **Fossil Fuel Non-Proliferation Treaty Initiative** and seeking a negotiating mandate to establish the treaty.

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## Contact us

Press enquiries: [juststopoilpress@protonmail.com](mailto:juststopoilpress@protonmail.com)

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**Defendants**

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**SSW11**

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This is the exhibit marked "SSW11" referred to in the witness statement of Stuart Sherbrooke Wortley.

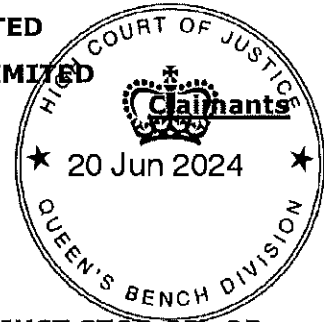
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**KING BENCH DIVISION**

**CLAIM NO: KB-2024-001765**

Before Mr Justice Julian Knowles  
On 20 June 2024

**BETWEEN:-**

- (1) LONDON CITY AIRPORT LIMITED  
(2) DOCKLANDS AVIATION GROUP LIMITED



- v -

**PERSONS UNKNOWN WHO, IN CONNECTION WITH THE JUST STOP OIL OR OTHER ENVIRONMENTAL CAMPAIGN, ENTER OCCUPY OR REMAIN (WITHOUT THE CLAIMANTS' CONSENT) UPON THAT AREA OF LAND KNOWN AS LONDON CITY AIRPORT (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN 1) BUT EXCLUDING THOSE AREAS OF LAND AS FURTHER DEFINED IN THE CLAIM FORM**

**Defendant**

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**ORDER**

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**PENAL NOTICE**

**IF YOU THE WITHIN DEFENDANTS OR PERSONS UNKNOWN OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.**

**ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.**

**IMPORTANT NOTICE TO THE DEFENDANTS AND PERSONS UNKNOWN**

**This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.**

**UPON** the Claimants' claim by Claim Form, dated 12 June 2024

**AND UPON** hearing the Claimants' application for an interim injunction, dated 12 June 2024, and supporting evidence, without Persons Unknown being notified

**AND UPON** hearing Counsel for the Claimants

**AND UPON** the Claimants giving and the Court accepting the undertakings set out in Schedule 2 to this Order

**AND UPON** the "Land" being defined as that land known as London City Airport, as shown for identification edged red on the attached Plan 1 in Schedule 1, but excluding:

- a. Those buildings shaded blue on Plan 1;
- b. In those buildings shaded green on Plan 1, the areas edged blue on Plans 2-8;
- c. In those areas shaded purple, the land suspended over the ground and forming part of the Docklands Light Railway.
- d. In the areas shaded pink, the underground rail tunnel, the subway and that part of Docklands Light Railway located below ground level.

**IT IS ORDERED THAT:**

**INJUNCTION**

1. Until 20 June 2029 or final determination of the claim or further order in the meantime, whichever shall be the earlier, Persons Unknown must not, without the consent of the Claimants, enter, occupy or remain upon the Land.
2. In respect of paragraph 1, Persons Unknown must not: (a) do it himself/herself/themselves or in any other way; (b) do it by means of another person acting on his/her/their behalf, or acting on his/her/their instructions.
3. The injunction contained at paragraph 1 of this Order shall be reviewed on each anniversary of this Order (or as close to this date as is convenient having regard to the Court's list) with a time estimate of 1.5 hours. The Claimants are permitted to file and serve any evidence in support 14 days before the review hearing. Skeleton arguments shall be filed at Court, with a bundle of authorities, not less than 2 days before the review hearing.

**VARIATION**

4. Anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Claimants' solicitors 72 hours' notice of such application. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the Claimants' solicitors at least 48 hours in advance of any hearing.
5. Any person applying to vary or discharge this Order must provide their full name, address and address for service.
6. The Claimants have liberty to apply to vary this Order.

### **SERVICE AND NOTIFICATION**

7. Service of the claim form, the application for interim injunction and this Order is dispensed with, pursuant to CPR 6.16, 6.28 and 81.4(2)(c).
8. Pursuant to the guidance in *Wolverhampton CC v London Gypsies & Travellers* [2024] 2 WLR 45, the Claim Form, Application Notice, evidence in support and Note of the Hearing on 20 June 2024 will be notified to Persons Unknown by the Claimants carrying out each of the following steps:
  - a. Uploading a copy onto the following website:  
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>
  - b. Sending an email to the email addresses listed in Schedule 3 to this Order stating that a claim has been brought and an application made, and that the documents can be found at the website referred to above.
  - c. Either affixing a notice at those locations marked with an "X" on Plan 1 setting out where these documents can be found and obtained in hard copy or including this information in the warning notices referred to at paragraph 9(d) below.
9. Pursuant to the guidance in *Wolverhampton CC v London Gypsies and Travellers* [2024] 2 WLR 45, this Order shall be notified to Persons Unknown by the Claimants carrying out each of the following steps:

- a. Uploading a copy of the Order onto the following website:  
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>
  - b. Sending an email to the email addresses listed in Schedule 3 to this Order attaching a copy of this Order.
  - c. Affixing a copy of the Order in A4 size in a clear plastic envelope at those locations marked with an "X" on Plan 1.
  - d. Affixing warning notices of A2 size at those locations marked with an "X" on Plan 1.
10. Pursuant to the guidance in *Wolverhampton CC v London Gypsies and Travellers* [2024] 2 WLR 45, notification to Persons Unknown of any further applications shall be effected by the Claimants carrying out each of the following steps:
  - a. Uploading a copy of the application onto the following website:  
<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications/injunction>.
  - b. Sending an email to the email addresses listed in Schedule 3 to this Order stating that an application has been made and that the application documents can be found at the website referred to above.
  - c. Affixing a notice at those locations marked with an "X" on Plan 1 stating that the application has been made and where it can be accessed in hard copy and online.
11. Pursuant to the guidance in *Wolverhampton CC v London Gypsies and Travellers* [2024] 2 WLR 45, notification of any further documents to Persons Unknown may be effected by carrying out the steps set out in paragraph 10(a)-(b) only.
12. In respect of paragraphs 8 to 11 above, effective notification will be deemed to have taken place on the date on which all of the relevant steps have been carried out.
13. For the avoidance of doubt, in respect of the steps referred to at paragraphs 8(c), 9(c)-(d) and 10(c), effective notification will be deemed to have taken place when those documents are first affixed regardless of whether they are subsequently removed.



**FURTHER DIRECTIONS**

14. Liberty to apply.
15. Costs are reserved.

**COMMUNICATIONS WITH THE CLAIMANT**

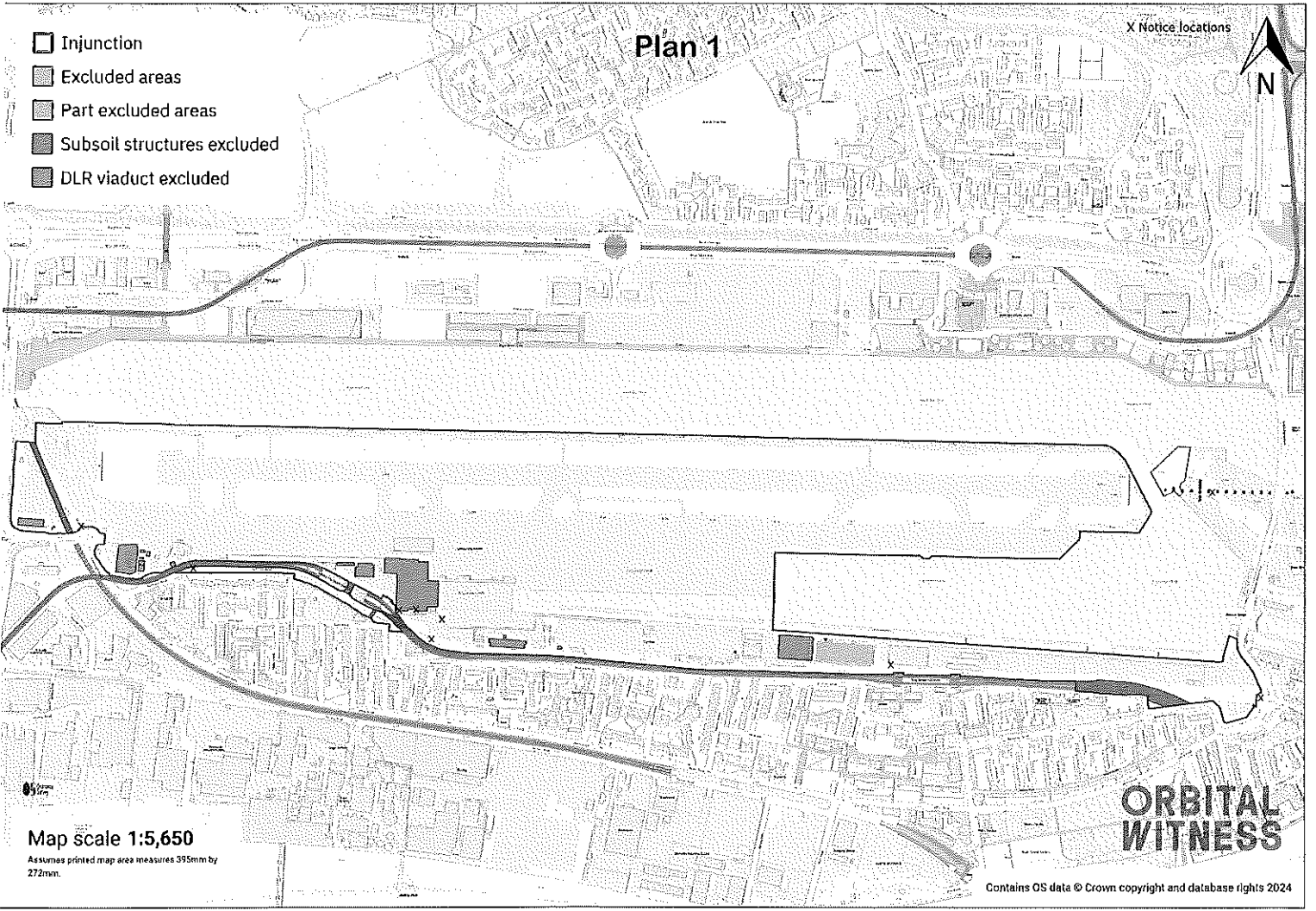
16. The Claimants' solicitors and their contact details are:

(1) Stuart Wortley  
Eversheds Sutherland (International) LLP  
[StuartWortley@eversheds-sutherland.com](mailto:StuartWortley@eversheds-sutherland.com)  
07712 881 393

(2) Nawaaz Allybokus  
Eversheds Sutherland (International) LLP  
[NawaazAllybokus@eversheds-sutherland.com](mailto:NawaazAllybokus@eversheds-sutherland.com)  
07920 590 944

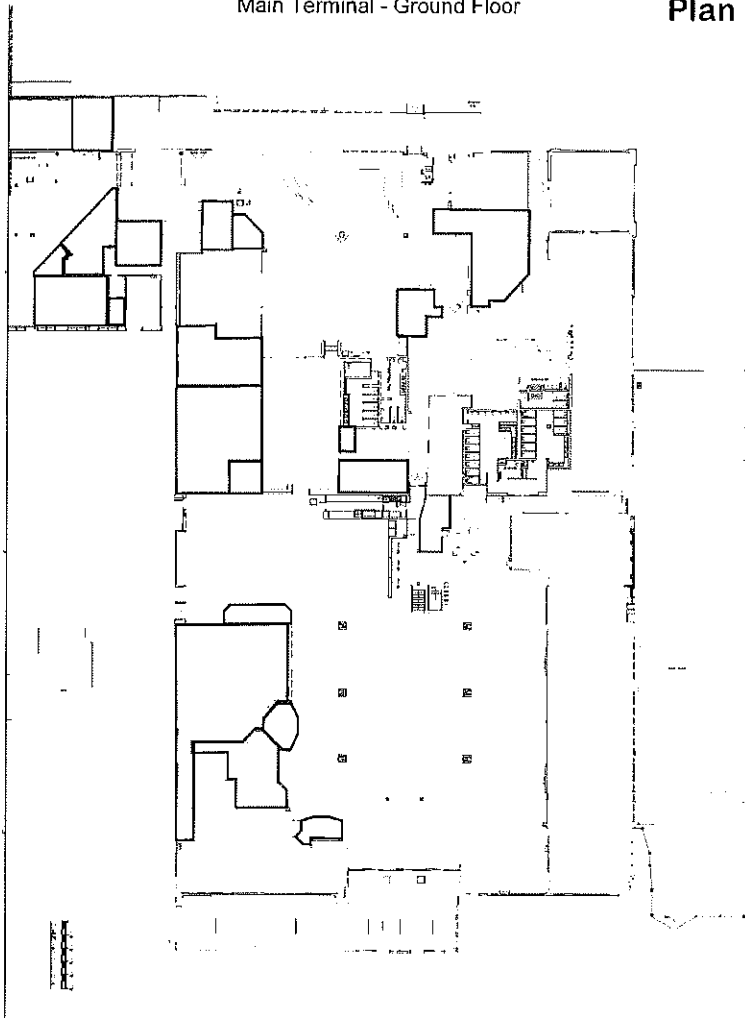
**Dated: 20 June 2024**

**SCHEDULE 1 - PLANS**



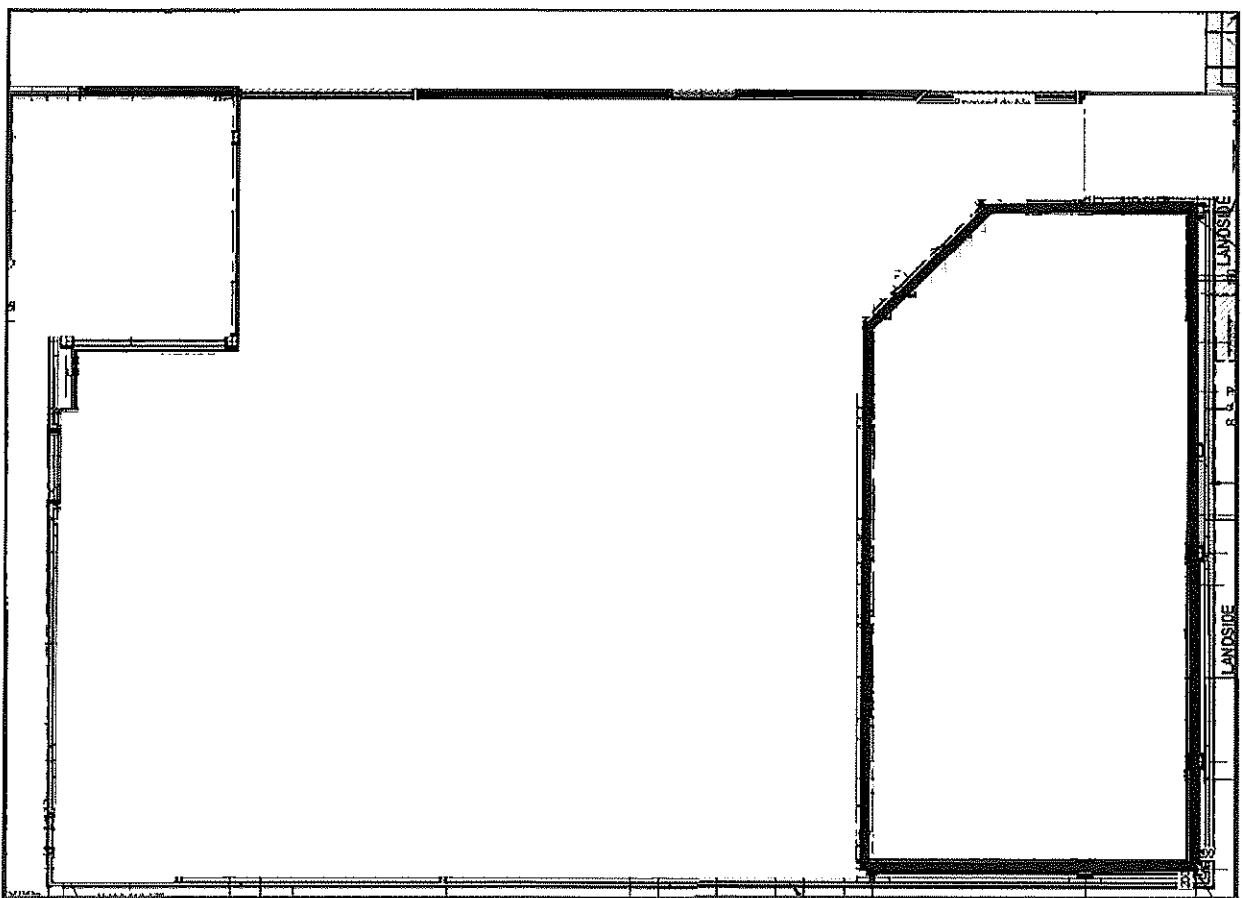
Main Terminal - Ground Floor

Plan 2



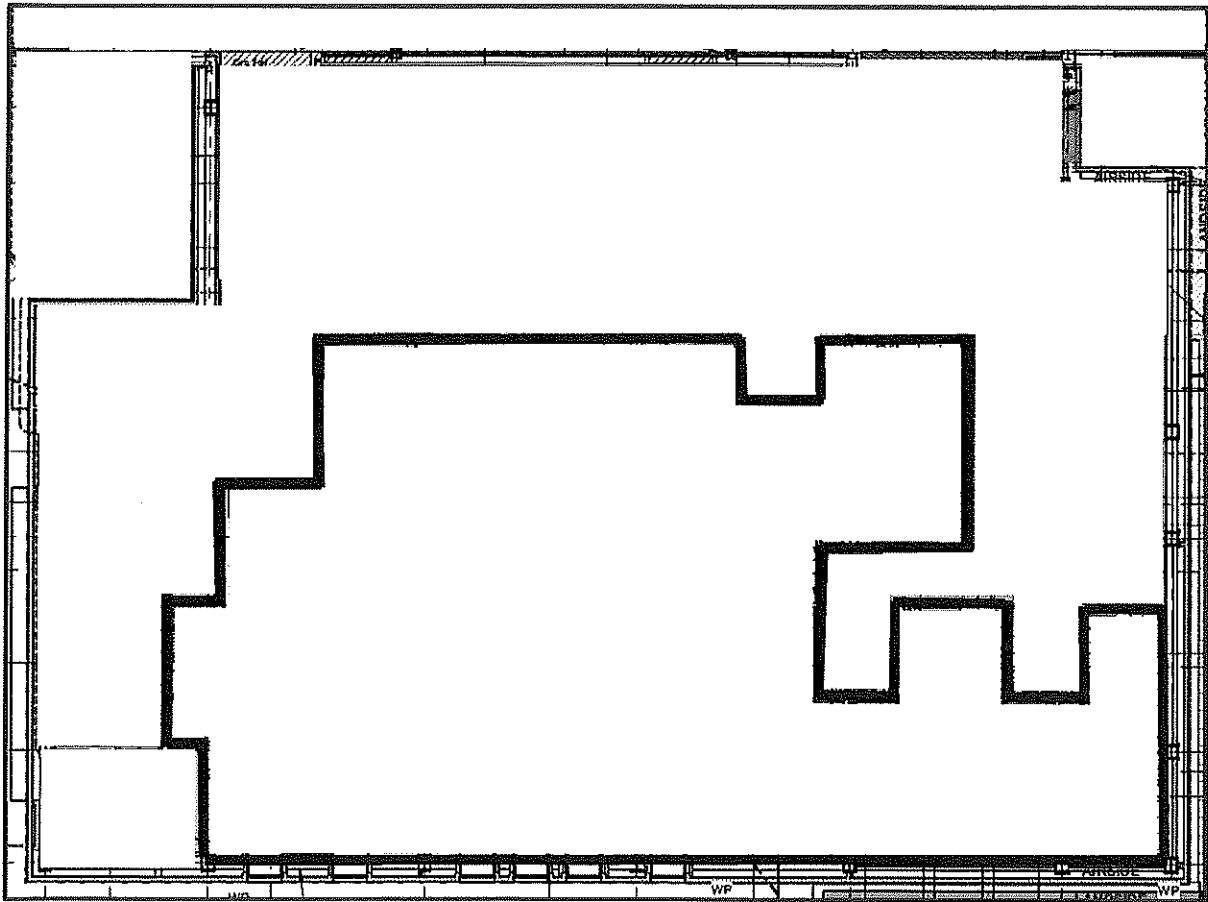
Terminal Immigration Facilities - Ground Floor

Plan 3



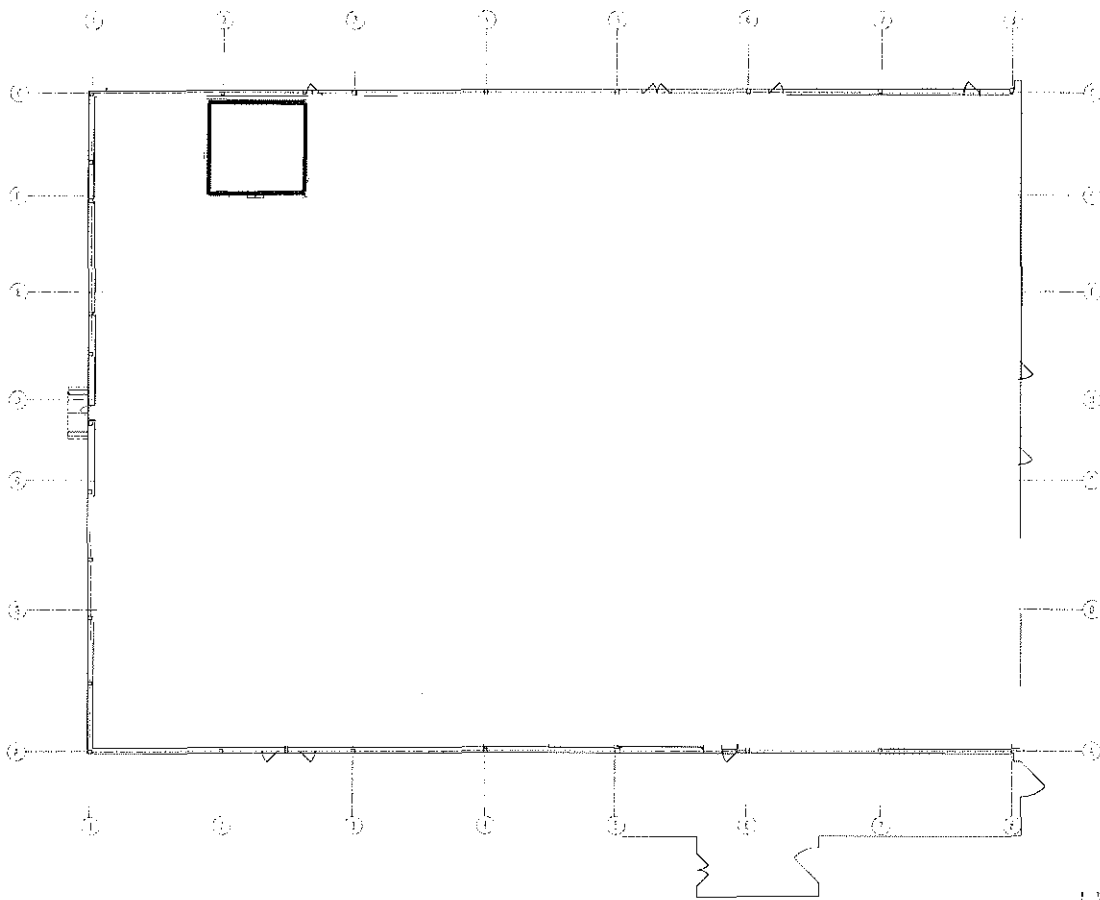
Terminal Immigration Facilities - First Floor

Plan 4



Blue Shed - Ground Floor

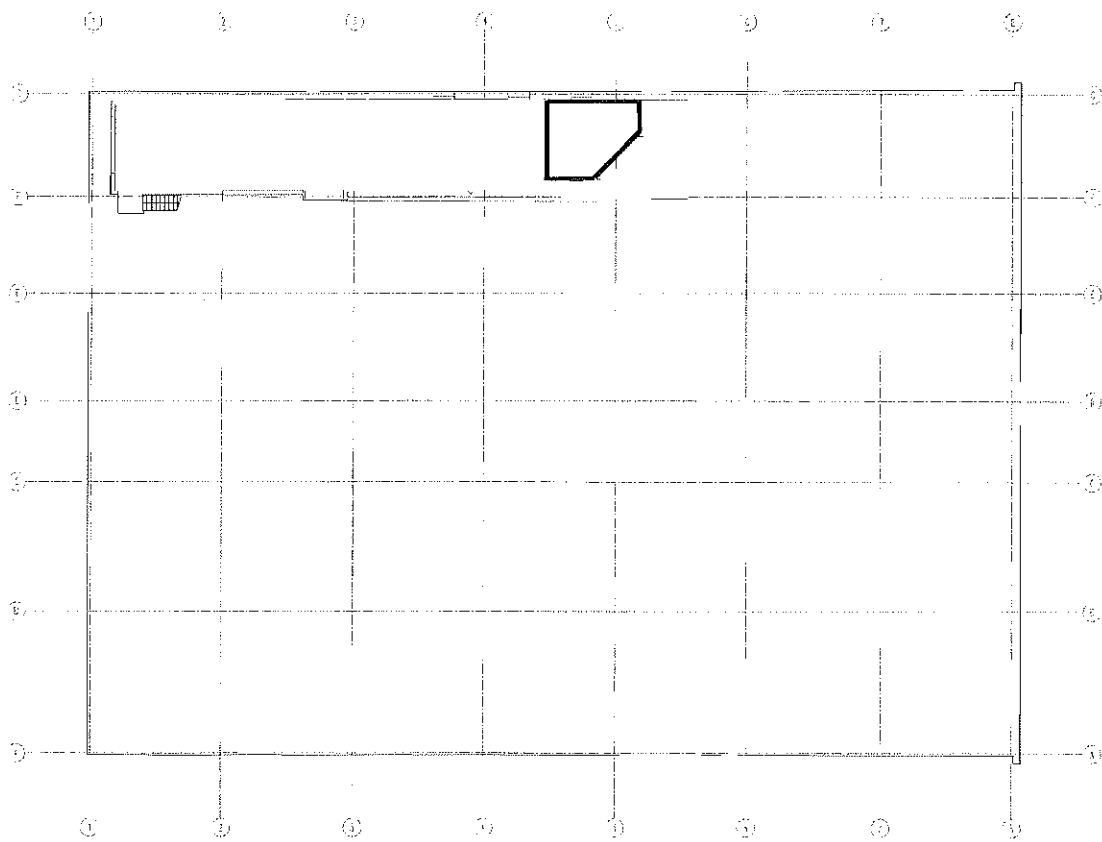
Plan 5



1. Scale: 1/8" = 1'-0"	2. Date: 11/11/11
3. Project: 11111111	4. Sheet: 5 of 5
5. Title: BLUE SHED	
6. Description: RECORD DRAWING	
7. Designer: [Name]	
8. Checker: [Name]	
9. Date: 11/11/11	
10. Project No: 11111111	
11. Drawing No: 11111111	
12. Scale: 1/8" = 1'-0"	

Blue Shed - First Floor

Plan 6



London City Airport  
Aerial of District

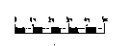
General Notes

LEGEND  
STAIR  
STANDARD DOOR

1. Scale	AS1
2. Date	AS1

CONTROLLED  
SITE

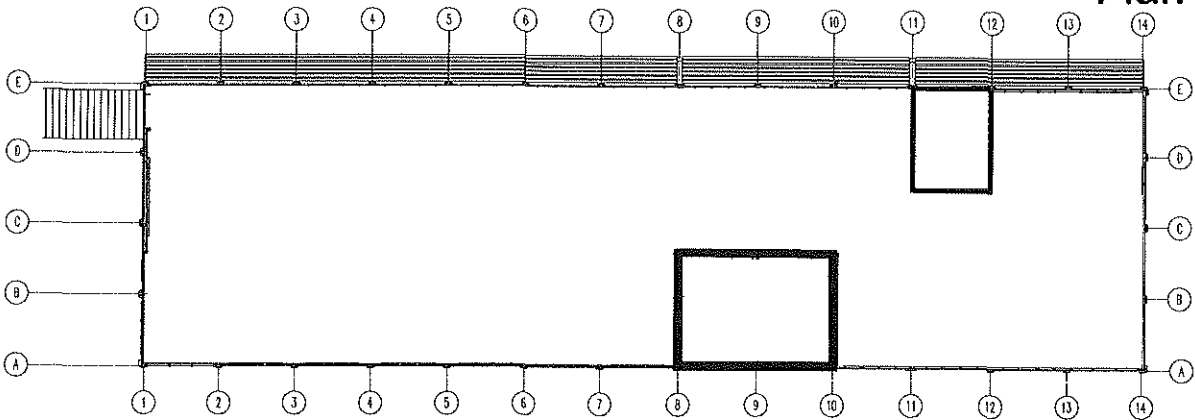
London City Airport  
CA 1000  
Blue Shed - First Floor  
RECORD DRAWING  
BLUE SHED  
1:1  
10/10/2010  
10/10/2010  
10/10/2010  
10/10/2010



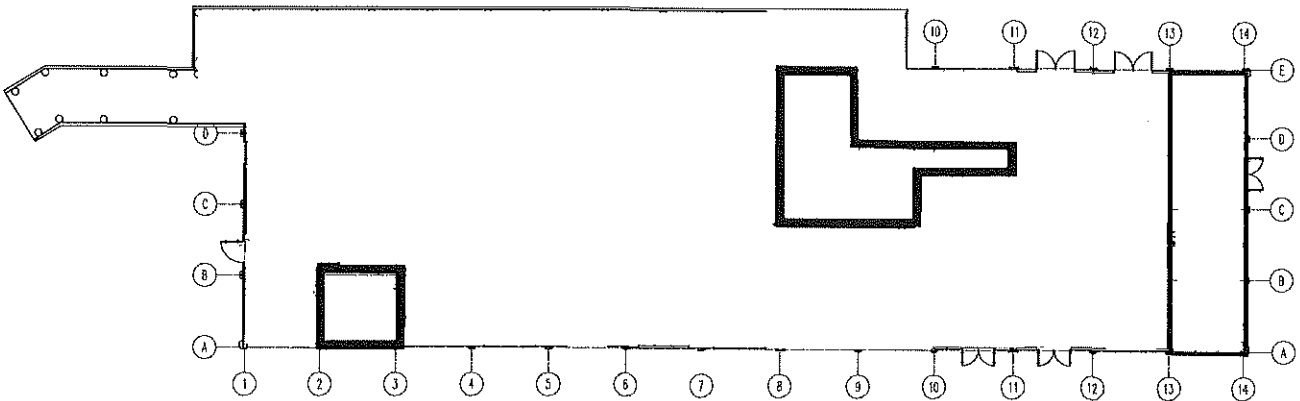


Jet Centre - Ground Floor

Plan 7



Jet Centre - First Floor



SECTION

LEGEND

- Fire Door
- Standard Door

1. Area Under Floor	2. Area Under Floor
3. Area Under Floor	4. Area Under Floor
5. Area Under Floor	6. Area Under Floor
7. Area Under Floor	8. Area Under Floor

GLASS

London City Airport  
325 0000  
www.london-airport.com  
020 7473 7000

RECORD DRAWING

JET CENTRE  
Contract Ref: JET  
Contract Ref: JET

Scale: 1:100

DATE: 10/10/10

SCALE: 1:100



## **SCHEDULE 2 - UNDERTAKING GIVEN BY THE CLAIMANTS**

- (1) The Claimants will take steps to notify Persons Unknown of the claim form, application notice, evidence in support, the Note of the Hearing on 20 June 2024, and the Order as soon as practicable and no later than 5pm on Monday 24 June 2024.
  
- (2) The Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraph 1 of this Order has caused loss to a future Defendant and the Court finds that the future Defendant ought to be compensated for that loss.

### **SCHEDULE 3 – EMAIL ADDRESSES**

- [juststopoil@protonmail.com](mailto:juststopoil@protonmail.com)
- [juststopoilpress@protonmail.com](mailto:juststopoilpress@protonmail.com)
- [info@juststopoil.org](mailto:info@juststopoil.org)

IN THE HIGH COURT OF JUSTICE

KING'S BENCH DIVISION

B E T W E E N

(1) LONDON CITY AIRPORT LIMITED

(2) DOCKLANDS AVIATION GROUP LIMITED

Claimants

and

PERSONS UNKNOWN WHO, IN CONNECTION WITH THE JUST STOP OIL OR OTHER ENVIRONMENTAL CAMPAIGN, ENTER OCCUPY OR REMAIN (WITHOUT THE CLAIMANTS' CONSENT) UPON THAT AREA OF LAND KNOWN AS LONDON CITY AIRPORT (AS SHOWN FOR IDENTIFICATION EDGED RED ON THE ATTACHED PLAN 1) BUT EXCLUDING THOSE AREAS OF LAND AS FURTHER DEFINED IN THE CLAIM FORM

Defendant

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NOTE OF "WITHOUT NOTICE" HEARING BEFORE

MR JUSTICE JULIAN KNOWLES

20 June 2024

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The hearing commenced at 10:30.

Mr Justice Julian Knowles was familiar with the jurisdiction having granted the HS2 "route wide" injunction [2022] EWHC 2360 (KB) and the ESSO Southampton London Pipeline injunction [2023] EWHC 2013 (KB).

The Judge had read the hearing bundle and the Claimant's skeleton argument and he had received the authorities bundle.

YV introduced the papers and handed up reports of incidents at Stonehenge on 19.06.24 and at Stanstead Airport on 20.06.24.

The Judge acknowledged this material as evidencing that protests were starting to happen.

YV proposed a "route map" which followed his skeleton argument.

1. The airports campaign + the risk of harm
2. The Claimant's decision to apply "without notice"
3. The site
4. The draft Order
5. The relevant legal tests and
6. The Claimant's submissions
7. The Claimant's obligation to give full and frank disclosure

## **1. The airports campaign + the risk of harm**

YV referred to paras 4 – 12 of his skeleton argument.

YV noted that the October 2019 incident had been organised by Extinction Rebellion (not Just Stop Oil).

YV referred to:-

- the following paragraphs of Alison FitzGerald's w/s
  - 6-10 – the airport business;
  - 19-26 – the October 2019 incident at London City Airport;
  - 27-32 – health and safety issues;
  - 35 – the Met police;
- the photograph of James Brown having glued himself to the top of an aircraft at London City Airport in October 2019 at "AMF3" (HB/90); and
- the Daily Mail article dated 9 March 2024 (which broke news of the JSO's 2024 airports campaign) at "SSW5" (HB/257-263).

The Judge noted the unusual location of London City Airport being close to a city centre.

## **2. Without Notice**

YV referred to paras 13-16 of his skeleton argument.

Whilst the Judge acknowledged that CPR 25.3 and s.12 HRA 1998 may not technically apply, he suggested that those tests be addressed on a belts and braces approach.

YV submitted that there were good or compelling reasons for the application being made without notice (notwithstanding his submission that this test does not extend to claims against classes of Persons Unknown). The good and compelling reasons were that if JSO were notified of the application for an injunction before the hearing they may well decide to take direct action before the injunction took effect (which would only happen once all the steps of notification had been completed): (1) this would lead to a risk of severe harm; (2) JSO may defeat the very purpose of the injunction. Although it could be argued that this was not a case involving, e.g., blackmail or freezing orders, there could be irreversible harm if a serious accident occurred or other disruption to passengers; and, (3) in circumstances where they had no right whatsoever to do so. YV referred to *Birmingham CC v Afsar* [2019] EWHC 1560 where Warby J referred to the fact that this might not be a relevant consideration. But YV tried to distinguish that case on the basis that Article 10/11 ECHR would not protect JSO in this case as it was on private land.

The Judge noted that all of the land in respect of which the Claimants seek an injunction is private land and commented that the position had not been so straightforward in the HS2 route wide injunction.

YV referred to p.719 of the White Book, para 25.3.3 and the reference to the Privy Council judgment in *National Commercial Bank Jamaica v Olint Corp*. That judgment purported to set out 2 bases for going without notice: where there is no time to notify and where notifying would defeat the purpose of the injunction. YV argued that this case was in the specific context of banking and could not and was not purporting to speak to the gamut of cases, including the present one relating to trespass on private land.

### **3. The Site**

YV explained Plan A, Plan 1 and Plans 2-8.

YV explained that the internal layout of buildings had been redacted for reasons of national security.

YV confirmed that the Judge was correct in surmising that some of the areas edged blue in the main terminal building were retail areas.

YV explained the points at which Hartmann Road ceases to be an adopted highway and the point where Hartmann Road passes through a subway below the DLR.

In relation to the location of warning notices, the Judge noted that although the airport could be accessed from the docks, the Claimants were not proposing to post warning notices in those locations. YV argued that anyone seeking to access the airport from the docks would clearly be part of the campaign of direct action and would likely know about the injunction once JSO were notified. They would also only be subject to the injunction if they fell within the definition of Persons Unknown. Instructions were taken from the Claimants Head of Legal who referred to the fact that the water level changes as the docks are tidal and that airport regulations would need to be considered before any notices could be affixed to stakes so close to the runway. The Judge was satisfied that the Claimants had considered the most appropriate places to affix the warning notices.

#### **4. The Draft Order**

YV explained that the Claimants were seeking a 5 year injunction subject to annual review.

Strictly speaking, it was neither an interim nor a final injunction.

YV referred the Judge to the fact that 5 years plus an annual review appeared to have become the standard duration for injunctions which protect oil and gas refineries and terminals and he referred to the cases listed at paragraph 7.13 of YV's text book.

The following amendments were made:-

- in recital a – the reference to "Plans 2-9" was changed to "Plans 2-8"
- in para 1 - the date was changed from 12 June 2027 to 20 June 2029
- in para 7 c – the wording was changed to allow the Claimants to include notification of the proceedings on the injunction warning notice

#### **5. Legal Tests**

YV referred the Judge to para 58 of Ritchie J's decision in *Valero v PUs* dated 26 January 2024 [2024] EWHC 134 (KB) in which Ritchie J set out his distillation of the 15 substantive requirements which the Claimant needed to satisfy. On the test to be satisfied for requirement number 3, YV accepted the test was higher than the serious issue to be tried threshold in *American Cyanamid*. He said whichever test you apply – "likely" to succeed at trial or the summary judgment test as in *Valero* – Cs satisfied it.



The Judge noted that there is no right to protest on private land “full stop”.

YV referred the Judge to the following paragraphs in Ritchie J’s decision in HS2 dated 24 May 2024 [2024] EWHC 1277 (KB) – 4, 5, 13, 15, 17 and 58-59.

The Judge noted that in substance if not in form, the Claimants were seeking a final injunction.

YV referred to an error in para 58(13) of Ritchie J’s judgment in Valero (the Judge referred to alternative service on Persons Unknown (which is inconsistent with *Wolverhampton CC v London Gypsies and Travellers* [2024] 2 WLR 42 (SC) – see footnote 7 on p 11 of YV’s skeleton argument).

## **6. The Claimants’ submissions**

YV addressed each of the 15 substantive requirements set out in Ritchie J’s decision by reference to para 24 of his skeleton argument.

## **7. Full and Frank Disclosure**

YV said that it might be said against the Claimants that:-

- the Claimants should proceed after giving notice (YV had already addressed this);
- there was no evidence of a direct threat against London City Airport (again YV had addressed this);
- the Public Order Act 2023 includes offences which are related to protest (the Judge said that the criminal law has a different purpose and that criminal proceedings can take a long time. YV agreed and also referred to the facts that: (1) landowners are entitled to vindicate their private rights; (2) enforcement would be up to Cs; (3) of the protestors who had been arrested and charged with criminal offences following the October 2019 incident at London City Airport, only James Brown had been convicted; and, (4) the police themselves had recommended LCY consider obtaining an injunction.

The Judge said that he would grant the Order as sought, subject to the minor amendments discussed, but that rather than giving an *ex tempore* judgment, he would provide written reasons in due course.

The hearing concluded at 11:45 am

**IN THE HIGH COURT OF JUSTICE**  
**KINGS BENCH DIVISION**

**BEFORE: HER HONOUR JUDGE COE K.C.**

**DATED: 5 July 2024**

**BETWEEN:-**

- (1) MANCHESTER AIRPORT PLC**
- (2) AIRPORT CITY (MANCHESTER) LTD**
- (3) MANCHESTER AIRPORT CAR PARK (1) LIMITED**
- (4) STANSTED AIRPORT LTD**
- (5) EAST MIDLANDS INTERNATIONAL AIRPORT LTD**



**- v -**

**KB-2024-002132**

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT MANCHESTER AIRPORT SHOWN EDGED RED ON PLAN 1 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION 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 OR OTHERWISE)**
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT STANSTED AIRPORT SHOWN EDGED RED ON PLAN 2 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION 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 OR OTHERWISE)**
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT EAST MIDLANDS AIRPORT SHOWN EDGED RED ON PLAN 3 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION 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 OR OTHERWISE)**

**Defendants**

**ORDER**

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**PENAL NOTICE**

**IF YOU THE WITHIN DEFENDANTS OR ANY OF YOU DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.**

**ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR PERSONS UNKNOWN TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.**

**IMPORTANT NOTICE TO THE DEFENDANTS**

**This Order prohibits you from doing the acts set out in this Order. You should read it very carefully. You are advised to consult a solicitor as soon as possible. You have the right to ask the Court to vary or discharge this Order.**

**UPON** the Claimants' claim by the Claim Form dated 3 July 2024

**AND UPON** the Claimants' application for an injunction dated 4 July 2024 ("**the Application**")

**AND UPON READING** the Application, the witness statement of David John McBride dated 4 July 2024, and the witness statement of Stuart Sherbrooke Wortley dated 4 July 2024 ("**the Witness Statements**")

**AND UPON HEARING** Leading and Junior Counsel for the Claimants

**AND UPON** each of the First, Second and Third Claimants giving and the Court accepting the undertakings set out in Schedule 2 to this Order

**IT IS ORDERED THAT:**

**DEFINITIONS**

1. **“Manchester Airport”** means the land shown outlined in red on Plan 1 to the Claim Form (including the highways therein), appended to this Order in Schedule 1 (**“Plan 1”**).
2. **“Warning Notice”** means a notice in the form as set out in Schedule 4 to this Order (and warning of the existence and general nature of this Order, the consequences of breaching it, identifying a point of contact and contact details from which copies of the Order may be requested and identifying the website address (<https://www.manchesterairport.co.uk/injunction/>) at which copies of this Order may be viewed and downloaded).

### **INJUNCTION**

3. With immediate effect, unless varied, discharged or extended by further order, the First Defendants and each of them are forbidden from doing the following:
  - a. Entering, occupying or remaining on any part of Manchester Airport without the consent of the First, Second and Third Claimants (or any of them);
  - b. Affixing themselves to any other person or object on Manchester Airport;
  - c. Impeding access to or enjoyment of Manchester Airport by the First, Second and Third Claimants (or any of them) and those authorised by the First, Second and Third Claimants (or any of them), whether by blocking any entrance or otherwise;
  - d. Blocking or obstructing the free and safe passage of traffic onto or along or across the highways within Manchester Airport;
  - e. Refusing to leave the aforesaid parts of the highways when asked to do so by a police constable, when contravening any of paragraphs 3(b) and/or (d);
  - f. Continuing to do any act prohibited by paragraphs 3(a) to (e) above.
4. This Order is subject to periodic review by the Court on application by the First, Second and Third Claimants at intervals not exceeding 12 months.

### **SERVICE**

5. Pursuant to CPR 6.15, 6.27, and r. 81.4(2)(c) and (d), the First, Second and Third Claimants shall take the following steps by way of service of copies of the amended

Claim Form, amended Particulars of Claim, the Application, and Witness Statements with their exhibits ("**the Claim Documents**") upon the First Defendants:

- a. Uploading a copy onto the following website:  
<https://www.manchesterairport.co.uk/injunction/>
  - b. Sending an email to the email addresses listed in Schedule 3 to this Order stating that a claim has been brought and an application made, and that the documents can be found at the website referred to above.
  - c. Affixing a notice at those locations marked with an "X" on Plan 1 setting out where these documents can be found and obtained in hard copy.
6. Pursuant to CPR 6.27, and r. 81.4(2)(c) and (d), this Order shall be served on the First Defendants by the First, Second and Third Claimants carrying out each of the following steps:
- a. Uploading a copy of the Order onto the following website:  
<https://www.manchesterairport.co.uk/injunction/>
  - b. Sending an email to the email addresses listed in Schedule 3 to this Order attaching a copy of this Order.
  - c. Affixing a copy of the Order in A4 size in a clear plastic envelope at those locations marked with an "X" on Plan 1.
  - d. Affixing Warning Notices of A2 size at those locations marked with an "X" on Plan 1.
7. The taking of such steps set out at paragraph 5 and 6 shall be good and sufficient service of this Order and of the Claim Documents upon the First Defendants and each of them.
8. The Court will provide sealed copies of this Order to the First, Second and Third Claimants' solicitors for service (whose details are set out below).
9. The deemed date of service of the Claim Documents shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 5. The step described at paragraph 5(c) will be completed when those documents are first affixed regardless of whether they are subsequently removed.

**FURTHER DIRECTIONS**

10. Service on the First Defendants of any further applications or documents in the proceedings by the First, Second and Third Claimants (or any of them) shall be effected by carrying out each of the steps in paragraphs 5(a) to (c).
11. Anyone may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the First, Second and Third Claimants' solicitors 72 hours' notice of such application by email to [StuartWortley@eversheds-sutherland.com](mailto:StuartWortley@eversheds-sutherland.com). If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing to the First, Second and Third Claimants' solicitors at least 48 hours in advance of any hearing.
12. Any person applying to vary or discharge this Order must provide their full name, address and address for service.
13. The First, Second and Third Claimants (or any of them) have liberty to apply to vary, extend or discharge this Order or for further directions.
14. No acknowledgment of service, admission or defence is required by any party until further so ordered.
15. Costs are reserved.

#### **COMMUNICATIONS WITH THE FIRST, SECOND AND THIRD CLAIMANTS**

16. The First, Second and Third Claimants' solicitors and their contact details are:

(1) Stuart Wortley  
Eversheds Sutherland (International) LLP  
[StuartWortley@eversheds-sutherland.com](mailto:StuartWortley@eversheds-sutherland.com)  
07712 881 393

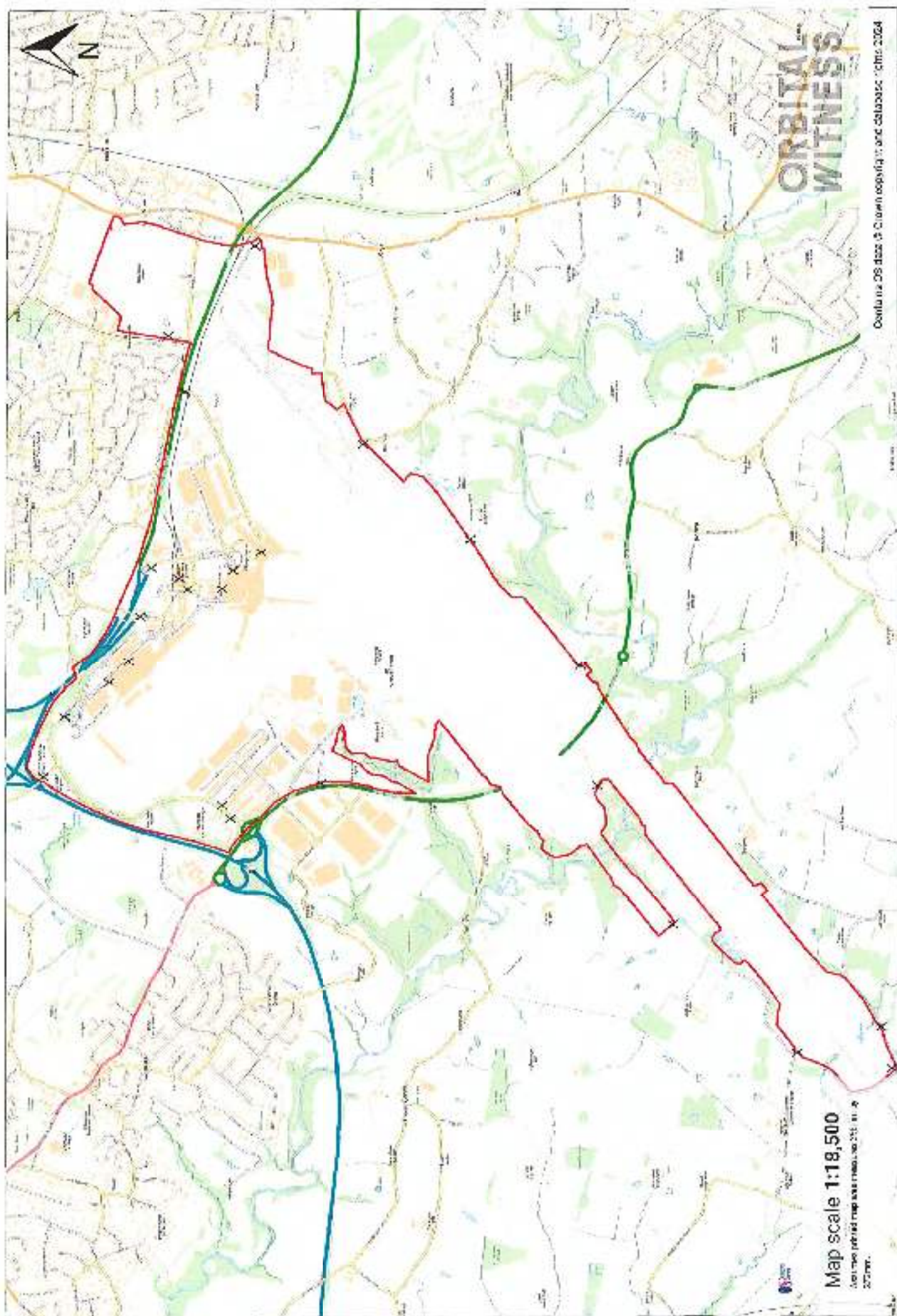
(2) Nawaaz Allybokus  
Eversheds Sutherland (International) LLP  
[NawaazAllybokus@eversheds-sutherland.com](mailto:NawaazAllybokus@eversheds-sutherland.com)  
07920 590 944

(3) Alexander Wright  
Eversheds Sutherland (International) LLP  
[alexwright@eversheds-sutherland.com](mailto:alexwright@eversheds-sutherland.com)  
07500 578620



**SCHEDULE 1**





**ORBITAL  
WITNESS**

Orbital Witness is a registered trademark of Orbital Witness, Inc. © 2024

Map scale 1:18,500

Map data derived from the National Map Accuracy Act of 1966

## **SCHEDULE 2 - UNDERTAKINGS GIVEN BY THE FIRST, SECOND AND THIRD**

- (1) The First, Second and Third Claimants will take steps to serve the First Defendants with a note of the hearing dated 5 July 2024 by 19 July 2024.
  
- (2) The First, Second and Third Claimants will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraph 3 of this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

### SCHEDULE 3 - EMAIL ADDRESSES

- [juststopoil@protonmail.com](mailto:juststopoil@protonmail.com)
- [juststopoilpress@protonmail.com](mailto:juststopoilpress@protonmail.com)
- [info@juststopoil.org](mailto:info@juststopoil.org)
- [enquiries@extinctionrebellion.uk](mailto:enquiries@extinctionrebellion.uk)

**SCHEDULE 4 - WARNING NOTICE**

# High Court Injunction in Force

NOTICE OF HIGH COURT ORDER DATED 5 JULY 2024

**TO:** Persons Unknown whose purpose is or includes protest on the premises at Manchester Airport shown edged red on the Plan below or on any flight thoroughfare (whether in connection with the Just Stop Oil and/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 and/or Extinction Rebellion campaign or otherwise) (The **"Defendants"**)

**FROM:** Manchester Airport Flyc, Airport City (Manchester) Ltd, and Manchester Airport Car Park (1) Limited (the **First, Second and Third Claimants**)

This notice relates to the land known as Manchester Airport, Manchester, M90 1QX which is shown edged red on the Plan below (The **"Airport"**)

The Order prohibits:

1. Entering, occupying or remaining upon any part of the Airport, without the consent of the First, Second, and Third Claimants
2. Affixing themselves to any other person or object on the Airport;
3. Impeding access to or enjoyment of the Airport by the First, Second and Third Claimants or those authorised by the First, Second, and Third Claimants, whether by blocking access to any entrance or a highway;
4. Blocking or obstructing the free and safe passage of traffic onto or from, or across those parts of the highway shown the red line outlined on the Plan;
5. Refusing to leave the parts of the highways on the Plan when asked to do so by a police constable, when contravening any paragraph 1 to 4.

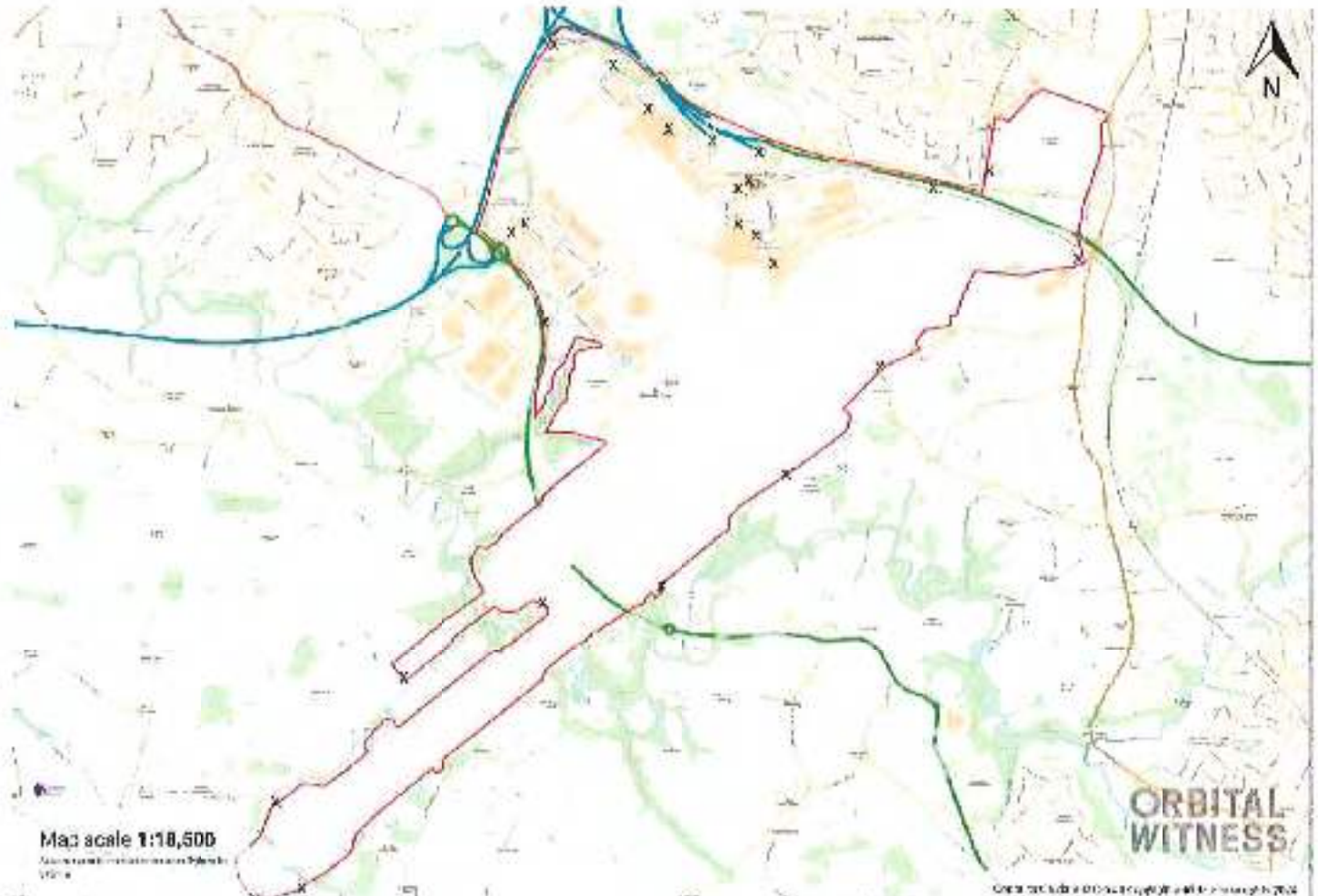
You must not do any of the above acts either yourself or by means of another person acting on your behalf, instigation or encouragement.

**You must not contravene the terms of the Order and if you do, you may be in contempt of Court and sent to prison, fined or have your assets seized**

Any person affected by this Order may apply to the Court at any time to vary or discharge it, but if they wish to do so they must inform the First, Second and Third Claimants solicitors by email to the address specified below 72 hours before making any application of the nature of such application and the basis for it.

The Order, copies of the Claim Form and writ of Habeas Corpus of the hearing on 5 July 2024 may be viewed at: <https://www.manifestocourt.co.uk/habeas>

Copies may also be obtained from the Information Desk or by contacting Stuart Watley of Partners Solicitors on 0214 288 1983 or by email: [Stuart.Watley@partners.co.uk](mailto:Stuart.Watley@partners.co.uk)



**IN THE HIGH COURT OF JUSTICE  
KINGS BENCH DIVISION**

**BETWEEN:-**

- (1) MANCHESTER AIRPORT PLC**
- (2) AIRPORT CITY (MANCHESTER) LTD**
- (3) MANCHESTER AIRPORT CAR PARK (1) LIMITED**
- (4) STANSTED AIRPORT LTD**
- (5) EAST MIDLANDS INTERNATIONAL AIRPORT LTD**

**Claimants**

**- v -**

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT MANCHESTER AIRPORT SHOWN EDGED RED ON PLAN 1 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION 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 OR OTHERWISE)**
- (2) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT STANSTED AIRPORT SHOWN EDGED RED ON PLAN 2 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION 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 OR OTHERWISE)**
- (3) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTEST ON THE PREMISES AT EAST MIDLANDS AIRPORT SHOWN EDGED RED ON PLAN 3 OR ON ANY FLIGHT THEREFROM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION 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 OR OTHERWISE)**

**Defendants**

---

**NOTE OF "WITHOUT NOTICE" HEARING BEFORE  
HER HONOUR JUDGE COE K.C.  
5 JULY 2024**

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Hearing commenced at 14:00.

The Judge had read the hearing bundle, the Claimant's skeleton argument, and he had received the authorities bundle.

TMKC introduced the case as one under the newly described jurisdiction which has been in the Supreme Court in Wolverhampton – sui generis relief against Persons Unknown.

TMKC addressed a misstatement in the skeleton argument in which it says that the third parties were asked about whether they would like to take part as joint Claimants. In fact, they were not

asked due to time pressure but there were miscommunications between TMKC and those instructing him.

Judge explained that if an Order is made as requested, it will presumably need to include provisions for the third parties to be notified.

### **Manchester Airport**

Manchester Airport is a difficult area, but the "X" marked locations are where it is proposed to put notices.

TMKC referred to the Byelaws plan and how it cannot be used for the Injunction as it was not accurately drawn, as a result, C has attempted to duplicate the Byelaw map as if it had been done properly in producing the plans for the injunction (refers to witness statement of Mr Wortley).

TMKC described the title ownership of C at Manchester Airport and how the red line on Plan 1 falls within the land on Plan A, either as freeholders or leaseholders.

The effect of that in point of law is C's right to maintain trespass subject to certain exceptions (to be addressed later); such that no one has a right to be on that land except by C's consent.

TMKC, referring to witness statement of Mr Wortley (para 17) explained the carved out areas shown coloured blue, green and pink on Plan A etc.

TMKC explained that the carved out plans can create confusion, but it shows that in some instances C cannot claim trespass.

In order to make our claim good in trespass. Jurisdiction to give us relief on that basis.

TMKC explained the use of nuisance / threatened nuisance arising from the carved out areas, and an unreasonable use of land and the need for those areas to make the injunction in respect of the remaining land effective. TMKC uses example of protest at Stansted over a carved out area, which resulted in the runway being shut as a result of the risk of over-spill.

There were no trespass in that instance but the relief afforded by the injunction is still required.

### **Stansted Airport**

TMKC explained that Plan 2 would be attached to the Order.

TMKC described the title ownership of C at Stansted Airport, and how the red line on Plan 2 falls within the land on Plan A, as either freeholder or leaseholder; third party areas are depicted in plan 2A.

TMKC explains there is no complication due to highways but there remains some complexity because floor plans in pockets of third party interests in different buildings at Stansted. Further, it would be inappropriate and misleading to treat the blue areas differently to the generality.

### **East Midlands Airport**

TMKC explained Plan C, Plan 3 and the carved out plans.

TMKC explains why it is appropriate and necessary for us to be in receipt of the injunction in relation to trespass regarding the generality effective.

TMKC explained the effectiveness of injunctions in relation to other organisations (e.g. National Highways) but that campaigners have shifted their focus to airports. That has been manifested by pronouncements made expressly which Mr Wortley's statement sets out and the recent protest at Stansted.

TMKC disclosed the byelaws, relief of aggravated trespass and interference with national infrastructure. Those are available to the Airport, but the witness statement of Mr Wortley (para

42) includes evidence from which can be inferred that the protestors are willing to task risk in front of jury / magistrates but not a High Court judge.

TMKC explained how ineffective byelaws are for the type of action intended for the injunction to prevent – including the threshold of the punishment.

### **Legal tests / full and frank disclosure**

TMKC referred to the cause of action.

TMKC addressed the duty of full and frank disclosure, including sufficient evidence to prove the claim, no realistic defence, *DPP v Zeigler*, damages not being an adequate remedy, and that if the injunction prohibits any conduct that is lawful, then it must be in a way that is no more than is proportionate.

The balancing exercise for the Judge in deciding whether to grant the injunction only needed to be done in public land (i.e. where there were highways) and clearly favoured the grant of an injunction.

TMKC referred to Leggatt LJ in *Cuadrilla* (endorsed in Court of Appeal in *Canada Goose* and Supreme Court in *Wolverhampton*) in relation to the third party area, makes the point that although the court must be careful not to impose an injunction in wider terms than are necessary to do justice, the court is entitled to restrain conduct that is not in itself tortious or otherwise unlawful if it is satisfied that such a restriction is necessary in order to afford effective protection to the rights of the claimant in the particular case. Leggatt LJ makes the point that there is nothing objectionable in principle in using intention to define the defendants. There will be need for C to prove the purpose is to protest (otherwise the claim to commit would fail)

The proposed title of the Defendants do not fall foul of *Hampshire Waste*. "Persons intending to trespass or trespass" – this did not capture people whether or not on the land (too wide). This claim only seeks people whose purpose is to protest.

### **Draft Order**

TMKC guided the Judge through the draft Orders sought.

- Description of D:-
  - bespoke wording "or on any flight therefrom"
  - the only plausible explanation is the purpose of protest at airport or aeroplane at airport or aeroplane.
  - "whether in connection with JSO or otherwise" – if persons disavowed the campaign.
- Judge explored why other groups were not included in the definition of Ds, and suggested that other groups of which Cs are aware be added to that definition. TMKC agreed with the Judge and obtained permission to amend the Claim Form and POC.
- Para 3, with immediate effect – sometimes says until [date] in the future. One way of giving effect of temporal certainty. Your ladyship's decision.
- Judge concluded that reviews after 24 months is too long, but will reduce to 12 months.
- Judge confirms that the claim is best to be served rather than notification.

### **Judgment at 15:34**

Pursuant to Supreme Court's decision in *Wolverhampton* and the decision in *Valero*, principles are quite clearly set out now.

Cs are those who own 3 airports in the UK. Manchester, Stansted and East Midlands Airport. Ds who are persons unknown are those who, as described in POC, and which permission has been given to amend.



Ds are people who feel strongly that fossil fuel use should cease and are engaged in a campaign of protest at various locations. Already well reported protests have caused significant disruption. Those involved are active on the internet and have indicated that this particular summer they have an intention to continue this protest at airports (as seen in the evidence of Mr McBride and Wortley).

They intend to cause disruption in the summer and they consider this consider that this could be scope for some publicity for the campaign. In light of that Cs have brought applications such as these. Newcomer application, in the sense that the PU are those who cannot be identified but are identifiable by purpose. The sui generis were specifically addressed in *Wolverhampton* in the Supreme Court. The principles are much clearer and further clarified by Mr Justice Ritchie. In short form, Court must be satisfied that there is a compelling need for the injunction of this kind. I am satisfied that I have been taken very carefully through the areas of protection of injunctions has been sought. Referred to plans 1 and 2 in Manchester and Stansted, and 3 in East Midland. The land in question is owned by various Cs.

There are complications with claims for trespass, as there are various leases and licences which give right to others to occupy. Cs do not have an immediate right to possession and therefore the claim in trespass cannot be supported for all of the land.

Considerable work has been done by Cs. Land is in ownership of Cs. Premise is that if an injunction is granted only on basis of land which is owned, that would not provide a practical solution but by reference to authorities that Cs are entitled to these applications where it is necessary to make that which they seek effective. The risk is that any protestor will nonetheless threaten nuisance spilling out onto land they do own. There are examples of that already occurring for protestors within this category.

It is appropriate to do so in respect of all of this land shown on Plans 1, 2 and 3. And authorities make that quite straightforward. I have to be satisfied that there is a compelling need here. Satisfied here of compelling need.

Injunctions are necessary and proportionate and there is clear evidence of threat and intention to target airports, in a way that has already been targeted. Examples were given of Gatwick airport. Experience at Stansted with wire cutters. The threat is real and imminent and already manifested itself.

Consequences are of particular significance: Airports are sensitive places where security is paramount. This sort of disruption. Delay or disruption but also increased sensitivity from evidence of Mr McBride because targets for terrorists. Airports have to respond because this could be a mask for a terrorist activity. Damage to aircraft and other security issues and significant financial repercussions.

Also, I should take into account what arguments Ds might have raised. This is a without notice application and they are not here– it does not mean should not take that into account. Ds have been arrested for various criminal offences – Criminal Justice and Public Order Act and Public Order Act. Similarly, there are byelaws. The disadvantage is that they are enforceable after the action has taken place. The criminal system does not prevent action in the way that an injunction does. Scope for prosecution is not a remedy for Cs.

Should have said before that I have been referred to the point about tipping off and satisfied that appropriate to make the application without notice. The Claimants have not only given full and frank but have gone to some length to set out what might have been said. Included byelaws.

I am satisfied that necessary to make the injunctions and there is a compelling need.

Legal approach – I would cite the section of Mr Justice Ritchie in *Valero* – the matters I need to be satisfied about. Hard to see what particular harm to the PU in preventing them from carrying out the sort of protest over land which is privately owned.

In the interests of putting everything before the Court, Cs in Manchester Airport have referred to the fact that there are highways. There is a right to public generally and so therefore have to take into the rights of the protestors under the ECHR, particular Arts 10 and 11.

There is a need to consider when the balancing exercise that any interference is something which would cause me not to make this order. Right to peaceful protestation are to be protected do not include the deliberate and criminal behaviour which is the threat here.

The need remains compelling and any interference does not outweigh the need for the injunction.

Cs have agreed to provide a standard undertaking in damages. As part of the injunction, and if there is anyone they would be able to seek a remedy to damages.

In those circumstances, it is appropriate to make the orders sought. I should say that: appropriate for the definition of Ds to include any other organisation of which Cs are aware and have a website or email address.

This is not a case where it is appropriate to have an interim order with return in 2 weeks. As was set out in *Wolverhampton*, this is sui generis. As far as interim or final orders are concerned, anyone has a right to come and have the order discharged or varied. Indicated that this will be reviewed, rather than to last for, in 12 months, which is sufficient to cover off the threat. Reflect the sequential nature of the campaigns organised at various location.

Third parties with interests at the airports should be notified.

Hearing concluded at 16:00.

Schedule 1 3 Plan Amended by The Hon. Mr Justice Ritchie under the Slip Rule CPR 40.12 dated 19.07.2024, 2nd amendment to schedule 1 made 22.7.2024

CLAIM NO: KH-2024-002317

IN THE HIGH COURT OF JUSTICE  
KINGS BENCH DIVISION  
ROYAL COURTS OF JUSTICE

BETWEEN:-

(1) LEEDS BRADFORD AIRPORT LIMITED  
AND THREE OTHERS



- v -

(1) PERSONS UNKNOWN WHOSE PURPOSE IS OR ~~WHOSE PURPOSE IS~~ <sup>OR</sup> ~~PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT~~ <sup>PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT</sup> ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

AND TWO OTHERS

Defendants

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ORDER

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PENAL NOTICE

IF YOU, THE DEFENDANTS, DISOBEY THIS ORDER OR INSTRUCT OR ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR ASSETS SEIZED.

**ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS THE DEFENDANTS OR ANY OF THEM TO BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR ASSETS SEIZED.**

**IMPORTANT NOTICE TO THE DEFENDANTS**

**This Order prohibits you from doing certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible. You have the right to apply to the court to vary or discharge this Order (which is explained below).**

**BEFORE** The Honourable Mr Justice Ritchie sitting at the Royal Courts of Justice, the Strand, London on 18 July 2024

**UPON** the Claimants' claim by the Claim Form issued on 16 July 2024

**AND UPON** the Claimants' ex-parte application for an injunction issued on 16 July 2024 ("**the Application**")

**AND UPON READING** the Application and the first witness statements: of Alexander James Wright dated 16 July 2024, 17 July 2024, (another) 17 July 2024; and 18 July 2024, Vincent Hodder dated 15 July 2024, Nicholas Jones dated 16 July 2024 and Alberto Martin dated 15 July 2024 ("**the Witness Statements**").

**AND UPON** hearing Mr Morshead K.C. and Miss Barden, Counsel for the Claimants and no one attending for the Defendants.

**AND UPON** the First Claimant giving and the Court accepting the undertakings set out in Schedule 2 to this Order.

**AND UPON** the First Claimant informing the Court that any requests from those wishing to carry out peaceful protest to designate an area for that purpose at Leeds Bradford Airport, as defined by this Order, should be made by email to [protestrequest@lba.co.uk](mailto:protestrequest@lba.co.uk).

**DEFINITIONS**

**"Leeds Bradford Airport"** means the land shown in red outlined in red on Plan 1 to the Claim Form, appended to this Order in Schedule 1 ("**Plan 1**").

**"Warning Notice"** means a notice in the form as set out in Schedule 4 to this Order (and warning of the existence and general nature of this Order, the consequences of breaching it, identifying a point of contact and contact details from which copies of the Order may be requested and identifying the website address

<https://www.leedsbradfordairport.co.uk/injunction>, at which copies of this Order may be viewed and downloaded).

## **NOW IT IS ORDERED THAT:**

### **INJUNCTION**

1. With immediate effect, unless varied, discharged or extended by further order, the First Defendant and each of them are forbidden from entering, occupying or remaining on any part of Leeds Bradford Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the First Claimant.
2. This Order is subject to periodic review by the Court on application by the First Claimant at intervals not exceeding 12 months and if such review does not take place the Order expires at 4pm on the anniversary of this Order.

### **SERVICE**

3. Pursuant to CPR 6.15, 6.27, and r. 81.4(2)(c) and (d), the First Claimant shall take the following steps by way of service of copies of the Claim Form, the Application, and Witness Statements with their exhibits ("the Claim Documents") and this Order upon the First Defendant:
  - a. Uploading a copy onto the following website:  
<https://www.leedsbradfordairport.co.uk/injunction>.
  - b. Sending an email to each of the email addresses listed in Schedule 3 to this Order (1) stating that a claim has been brought and an application made, and that the documents can be found at the website referred to above and (2) attaching this Order.
  - c. Affixing a notice at those locations marked with an "X" on Plan 1 setting out where the Claim Documents and this Order can be found and obtained in hard copy in the form of Schedule 4.
4. Within 2 working days of receipt of the sealed Order, it shall be provided to Reuters news agency so that it can be used by press organisations to publicise its existence.
5. The taking of such steps set out at paragraph 3 and 4 shall be good and sufficient service of this Order and of the Claim Documents upon the First Defendant and each of them.
6. The Court will provide sealed copies of this Order to the First Claimant's solicitors for service (whose details are set out below).

7. The deemed date of service of the Claim Documents shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 3. The step described at paragraph 3(c) will be completed when those notices are first affixed.
8. The deemed date of service of this Order shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 3 and 4. The step described at paragraphs 3(c) will be completed when those notices are first affixed.

### **FURTHER DIRECTIONS**

9. Service on the First Defendant of any further applications or documents in the proceedings by the First Claimant shall be effected by carrying out each of the steps in paragraph 3.
10. Anyone may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the First Claimant's solicitors 72 hours' notice of such application by email to [StuartWortley@eversheds-sutherland.com](mailto:StuartWortley@eversheds-sutherland.com). If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing or by email to the First Claimant's solicitors at least 48 hours in advance of any hearing.
11. Roger Hallam, Phoebe Plummer and/or Indigo Rumbelow shall be notified (in so far as that is possible) by being sent a link to the Claim Documents and this Order by email addressed to them at the addresses in Schedule 3 to this Order as soon as practicable.
12. Any person applying to vary or discharge this Order must provide their full name, address and address for service to the First Claimant's solicitors.
13. The First Claimant has liberty to apply to vary, extend or discharge this Order or for further directions.
14. No acknowledgment of service, admission or defence is required by any party until further so ordered.
15. Costs are reserved.

**Ritchie J**

**Made 19 July 2024**

### **NOTES**

**COMMUNICATIONS WITH THE FIRST CLAIMANT**

The First Claimant's solicitors and their contact details are:

(1) Stuart Wortley  
Eversheds Sutherland (International) LLP  
[Stuart.Wortley@eversheds-sutherland.com](mailto:Stuart.Wortley@eversheds-sutherland.com)  
07712 881 393

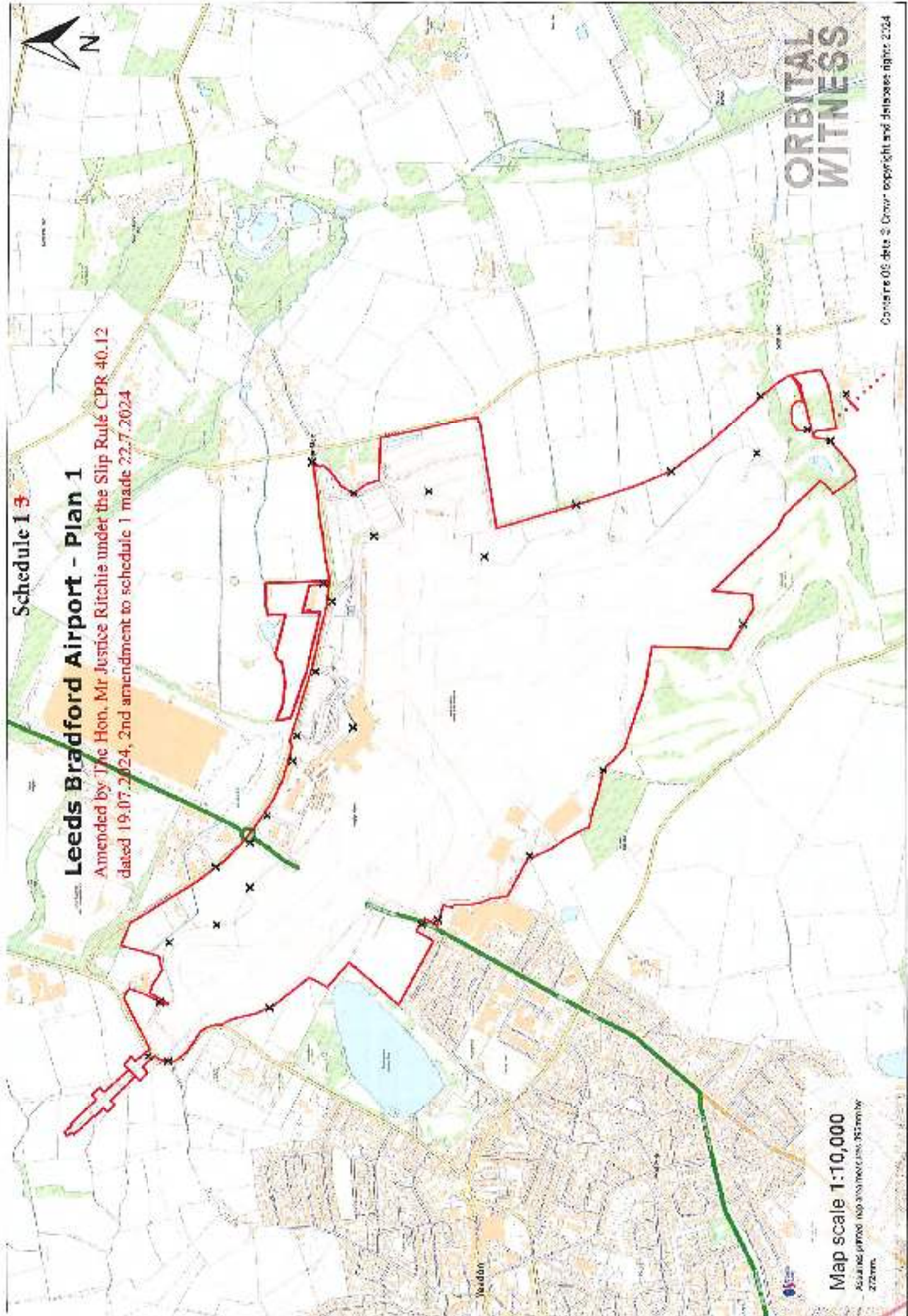
(2) Nawaaz Allybokus  
Eversheds Sutherland (International) LLP  
[NawaazAllybokus@eversheds-sutherland.com](mailto:NawaazAllybokus@eversheds-sutherland.com)  
07920 590 944

(3) Alexander Wright  
Eversheds Sutherland (International) LLP  
[alexwright@eversheds-sutherland.com](mailto:alexwright@eversheds-sutherland.com)  
07500 578620

Schedule 13

**Leeds Bradford Airport - Plan 1**

Amended by The Hon. Mr Justice Ritchie under the Slip Rule CPR 40.12  
dated 19.07.2024, 2nd amendment to schedule 1 made 22.7.2024



**ORBITAL  
WITNESS**

Contains OS data © Crown copyright and database right 2024

Map scale 1:10,000  
Assumed period 1950-2024  
272mm



## **SCHEDULE 2 - UNDERTAKINGS GIVEN BY THE FIRST CLAIMANT**

- (1) The First Claimant will take steps to serve the First Defendant with a note of the hearing which took place on 18 July 2024 by 1 August 2024.
- (2) The First Claimant will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraph 1 of this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

### SCHEDULE 3 – EMAIL ADDRESSES

- [juststopoil@protonmail.com](mailto:juststopoil@protonmail.com)
- [juststopoilpress@protonmail.com](mailto:juststopoilpress@protonmail.com)
- [info@juststopoil.org](mailto:info@juststopoil.org)
- [enquiries@extinctionrebellion.co.uk](mailto:enquiries@extinctionrebellion.co.uk)

## SCHEDULE 4 – WARNING NOTICE

### High Court Injunction in Force

#### NOTICE OF HIGH COURT ORDER DATED 18 JULY 2024 ("the Order")

**TO:** PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) (The "**Defendants**")

**FROM:** Leeds Bradford Airport Limited (the "**First Claimant**")

This notice relates to the land known as Leeds Bradford Airport which is shown edged red on the Plan below (the "**Airport**")

The Order prohibits entering, occupying or remaining upon any part of the Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the First Claimant.

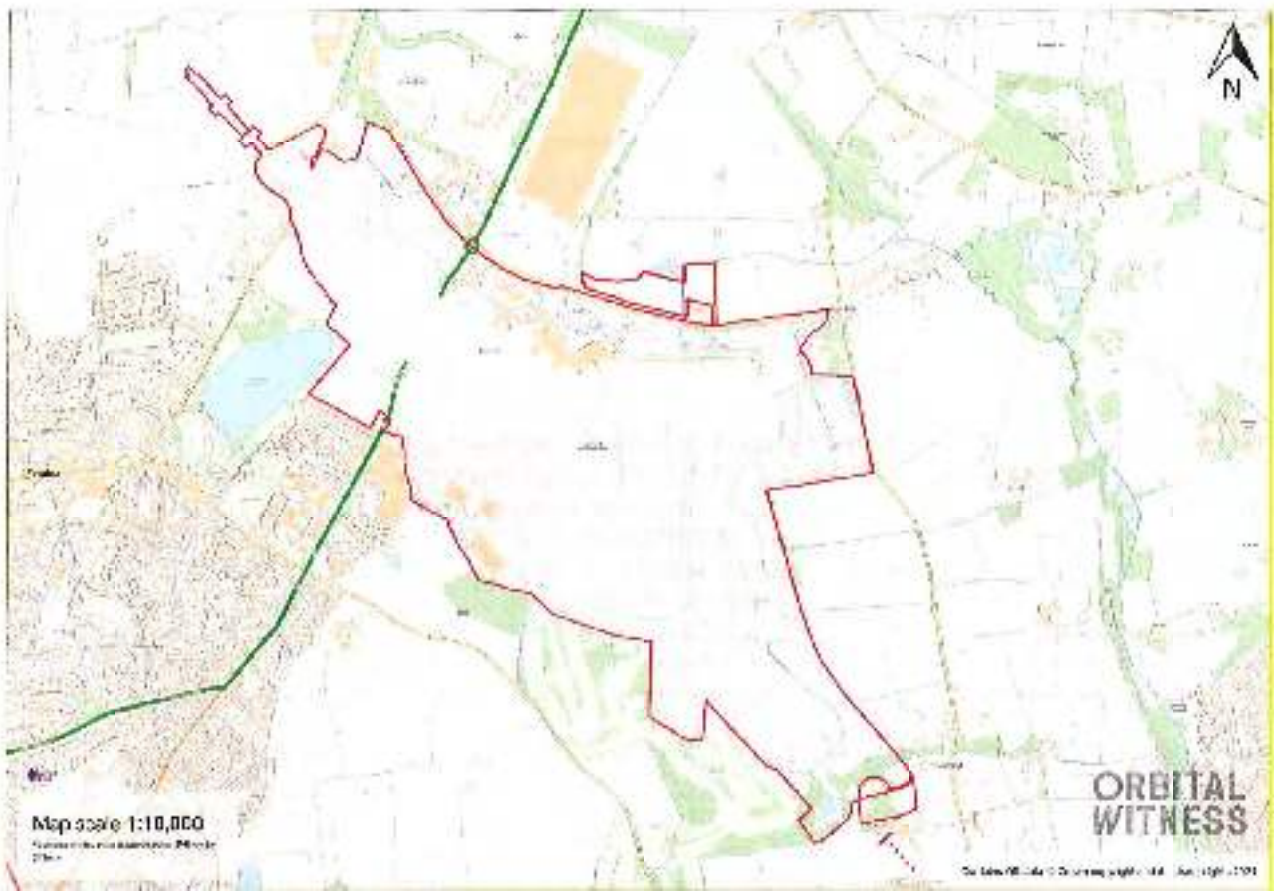
You must not do any of the above acts either yourself or by means of another person acting on your behalf, instructions or encouragement.

**You must not contravene the terms of the Order and if you do, you may be in contempt of Court and sent to prison, fined or have your assets seized**

Any person affected by the Order may apply to the Court at any time to vary or discharge it but if they wish to do so they must inform the First Claimant's solicitors by email to the address specified below 72 hours before making such application of the nature of such application and the basis for it.

The Order, copies of the Claim Documents which relate to the Order and a note of the hearing on 18 July 2024 may be viewed at: <https://www.leedsbradfordairport.co.uk/Injunction>

Copies may also be obtained from the Information Desk or by contacting Stuart Wortley of Eversheds Sutherland on 0771 288 1093 or by email [stuartwortley@eversheds-sutherland.com](mailto:stuartwortley@eversheds-sutherland.com).



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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LEEDS BRADFORD AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUELS OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT LONDON LUTON AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUELS OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THE PREMISES AT NEWCASTLE INTERNATIONAL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUELS OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

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NOTE OF "WITHOUT NOTICE" HEARING BEFORE

MR JUSTICE RITCHIE

18 JULY 2024

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## Hearing 18.07.24

The Hearing commenced at 10.30am.

The Judge had read the evidence (except for Alex Wright w/s #2, which he took a moment to read at the start of the hearing) and the Claimant's skeleton argument, and had received the authorities bundle.

TMKC introduced the case as one under the newly described jurisdiction which has been in the Supreme Court in *Wolverhampton* – sui generis relief against Persons Unknown; no defendants of which Cs were aware and no steps taken to notify.

Mr Justice Ritchie was familiar with the jurisdiction having granted injunctions in favour of HS2 and Esso.

This is an emerging area of law and the principles expressed in caselaw are still in the nature of guidance and the courts are encouraged by the Supreme Court to make decisions as they unfold. The guiding principle that attracts the eye of equity is the "compelling need" which stimulates the court to intervene. The developments of the law and breaking down of headings is what is needed when compelling need is identified, and to satisfy the human rights aspect.

### Preliminary Matters

TMKC explained that, because of *Wolverhampton*, this was not a without notice application in the ordinary sense, but the Cs had complied with it on a precautionary basis for the reasons set out in AW w/s #1 (HB/272-273).

TMKC addressed that the Claim Form + the Particulars of Claim needed to be amended but noted as there is no issue as to service this permission may not be required, nonetheless he sought permission to amend:-

1. the Claim Form (plans attached were not labelled); and
2. the Particulars of Claim (plans were attached to AW w/s but not POC despite being referred to)

Permission granted.

### Witness Statements / Evidence

The Judge noted that para 7 of AW w/s #2 related to protests at Gatwick (no injunction in place) on 24 June 2024.

The Judge noted the arrests that had been made and referred to in AW w/s, but was critical that there was no copy of Mr McBride's witness statement, obtaining it online was not practicable. The Judge noted that it was hearsay evidence.

TWKC provided AW w/s #4 to the Judge (updated Plan 3A).

### Issues

Judge's primary concerns:-

- 1- *Why have the defendants not been named or notice provided to the individuals, they being the ones alleged in the evidence as the guiding light / drum beaters. If they are known to be part of the persuaders then why aren't they defendants?;*
- 2- *General queries concerning clarity of the areas covered by the injunction, highways and third party land etc.; and*

3- *Definition of Persons Unknown ("PU") - currently the definition of PU would cover protesting about delayed luggage (for example) - the Judge considered that would be too wide and needs to be more focused.*

## **Titles**

TMKC explained Plan 1 and Plan 1B.

To clarify the Judge's query on C's rights to claim an injunction over a national highway (included within the red line on Plan 1), TMKC explained it would be to restrain nuisance affecting the customers and operations of the airport; the byelaws themselves cover disruptive nuisance over the highway.

TMKC clarified Cs are not asking the court to grant an injunction in aid of the byelaws, and provided examples of terminal cases with injunctions granted over highways.

The Judge considered an example of individuals sitting in the tunnel and stated that it's got nothing to do with trespass. It is a nuisance to interfere with anyone's right with the use of the highway. The nuisance would be that it obstructs the passageway of staff and licences. It could also be framed within the economic torts.

TMKC discussed the runway lights; these are affected by complex tapestry of titles, however, the structures of the lights are owned by the Cs. The Judge considered that the ownership of the land did not matter because Cs owned the lights and there could be a danger if the lights were covered and the planes could not land because they could not see.

TMKC explained Plans 1A – 3A and 1B – 3B; the third party areas should not be carved out and to recognise that anyone protesting in these areas is doing so in the airport and it is not appropriate to try to draw that distinction. There is also potential for protestors to be misled / create confusion.

## **Airports' Distinctiveness**

TMKC explained that airports are not like normal places. Even peaceful protests are problematic and could be used as a mask for more serious things. There is potential for a peaceful protest to become not peaceful and/or to be misinterpreted by security staff. Airports are key national infrastructure. Security is the single most important item on the agenda.

TMKC drew the Judge's attention to VJH w/s on responsibilities of operators (on safety); safety is an issue of huge importance and there is sufficient chain of evidence for the court to accept the submission.

TMKC discussed that the central element of this equitable jurisdiction is that anyone can come and say "no this is too wide" and at that point, there can be arguments about it. At this stage, it is appropriate to proceed on a precautionary basis which is intrinsic to this jurisdiction, at least when there is evidence that it goes beyond mere assertion.

TMKC explains that third party occupiers have been notified and no objections received to the claim.

## **Plans**

### Leeds Bradford Airport

TMKC explained Plan 1A and why internal layout plans of the green buildings have not been provided (complexity).

## London Luton Airport

TMKC explained Plan 2B, Plan 2A (including the highways) and Plans 2C – 2I.

TMKC explained the railway which is within C2's titles / ownership.

## Newcastle

TMKC explained Plan 3, Plan 3B, Plan 3A (as substituted by AW w/s #4) and Plans 3C-3D.

TMKC there has been no uniform practice developed in these cases about whether notice should be given to third parties (e.g. the difference in approach in claims by the MAG group airports with Heathrow).

### **Threat and the compelling need**

TMKC provided summary of incidents AW w/s #1 - the environmental campaign in recent years and also referred to para 52 of AW w/2 #1 (HB/264) - Tweet by Just Stop Oil ("JSO").

Helps to explain why these injunctions are effective. They recognise that injunctions are special, still that much respect for the law.

The Judge queried whether arrested JSO members should be a named individual; TMKC explained that they are no longer considered to be a threat given that they had received sanctions.

TMKC explained that apart from the obligation to identify the name, notification should also be as effective as possible.

Judge was uncertain as to why individuals were not named as defendants where they could be as "troop leaders"; those that can be named, should be named but they should be notified at least, whether they are named is a matter for Cs.

TMKC refers to AW w/s #3 and the JSO letter to the prime minister and the explicitness of their recent statement on *taking action at airports* (HB/591).

### **Specific to the Airports (LBA/LTN/NCL)**

Generic features which make airports vulnerable to peaceful protest which the attempted protest at Gatwick airport with the bandages evidences. The cascade effect of from one cancellation / delay also makes them particularly vulnerable and that they are dangerous places.

At these airports, the lack of airbridges create a special acute level of risk of protestors breaking away because passengers have to cross the apron to get to aircraft and runways are closer to terminals - when the passengers are out in the open, there are additional security risks.

Cs have tried to accommodate protest, there were cornered off protest areas for safe and peaceful protest; Judge proposed a recital in the Order for a contact for peaceful protests.

All the airports are also protected by byelaws which prohibit disruptive protest.

### **Draft Order**

The Judge considered the definition of PU to be too wide "persons unknown whose purpose is or includes protest". The POC centre on protests that focus on fossil fuels. Appropriate wording is required that focuses on the actual substance of the complaint.



Cs have a continuing duty of full and frank disclosure (therefore it would provide to the Court all relevant information if it had to enforce the relief).

*Cuadrilla* – paras 60, 65 and 69 (AB/376) - no objection to framing an order which involves a subjective element. If there is a problem, C would have a duty to satisfy the evidential burden.

TMKC addressed other questions by the Judge:

### **1- Why have we not named individual – covered**

The Judge granted permission to amend stating it will be “as you see fit”.

### **2- Areas covered which were highway and third party land**

TMKC submits that in relation to all third party areas it is necessary to make the injunction effective, the supporting reason that protest activity on third party land and/or highways would be a nuisance, a direct tort. There is the issue of silent protest on third party land which would not be a nuisance, but that is caught by the first, we can't have situations where security need to monitor peaceful protest, not in an airport – elsewhere maybe.

### **3. definition of PU being too wide**

TMKC did not develop further on this.

The Judge suggested adding a note to the order.

TMKC stated that the balancing exercise remains and sought that the Judge evaluates the submissions in light of the skeleton argument.

## **Judgement**

This is an *ex parte* application issued on 16.07.2024 for injunctions against PU to exclude them from 3 airports and for alternative service provisions, extempore judgement fit within that period.

This Judgment is focused on LBA but will apply to LTN and NCL.

The POC identified third party areas over which Cs lacked possession (Plans 1A, 2A and 3A).

Cs set out that:-

- the public had implied consent to enter the airports;
- without any right to protest or such activities as had ben threatened by JSO;
- any person entering or staying on for protests would be a trespasser.

Third party areas were identified to which Cs are not entitled to possession but it was pleaded that Cs are entitled to protect their interest.

Protests on third party areas / highways would constitute a breach of the airports byelaws and in submission of this, suggested it would constitute a nuisance.

The Judge identified the various threats of protests as noted in the witness evidence (including at LTN); where the byelaws and breach thereof had no or little off putting effect.

Judge summarised the evidence in AW, VJH, AM and NJ w/ss.

The claimants sought injunctions to be reviewed every 12 months,

**The cause of action:** trespass, public/private nuisance. There is no claim for an economic tort or conspiracy. It is based on *quia timet* as there is no threat of direct action, but there is imminent threat.

Secondly, having looked at the disclosure that was provided in the professional bundle provided by Eversheds I consider that full and frank disclosure has been provided

**Sufficient evidence:** the evidence of ownership is sufficient and that the historic evidence is sufficient for proof of a risk of trespass and of public/private nuisance at the airport or the roads.

**A realistic defence:** That is on the basis of if it is a defence to protesters entering these airports with the intention to disrupt or breach the byelaws, the range of protests that has been used by environmental groups in the past has been very wide, including locking on, damaging structures, spraying paint, sit-ins/glue-ins, and many others. For such activities I do not foresee any realistic defence. I take into account of course that any injunction will be against unlawful activities or in breach of the byelaws.

**Balance of convenience / compelling justification:** is there a compelling reason to grant the injunction - the most relevant event is the threat made to the new Prime Minister of the UK which is comparable to previous threats made, these threats have a history of not being made lightly and such threats being seen through, including trespass, public and private nuisance. The other public and direct activity which has created torts and perhaps crimes, was Stansted and Farnborough, the threat to other airports may have been undermined by substantial arrests including the one relating to the Gatwick bandages arrest.

Airports are part of the national infrastructure which are actually sensitive to threat, they are frighteningly complicated organisations involving the movement of thousands of members of the public near the movement of huge and highly combustible equipment. They are particularly sensitive to direct action/unlawful protest.

Fear of CEOs is that terrorism is facilitated by chaos. Human rights of passengers who businesses or holidays may be catastrophically interrupted or cancelled. Although not pleaded, it is worth taking on the knock on effect on employment, however, I don't have those in the front of my mind because there is no pleading in for economic torts.

JSO and XR have made good on their threats in the past in a way that has caused enormous tax payer and private financial expense and disruptions at oil terminals, roads, sporting events and as threatened, potentially at airports. I also take into account that the evidence before me shows that previous High Court decisions have been effective in preventing unlawful activity. Also take into account the protesters lawful right to express their views, lawful protesting set out in Mr Hodder's statement is the right of every English person and is not to be restricted.

There is compelling justification to prevent fossil fuel protesters from entering or staying at these three airports and from protesting there and from any direction which could cause chaos / danger or constitute the torts set out in the particulars of claim.

**Would damages be an adequate remedy:** Obviously not: (1) PU by definition are unknown; and (2) I do not know of any case in which a PU has stumped up for any chaos they have caused.

I do not think they would go anywhere near to compensate the chaos that could be caused at an airport, for instance, on the tarmac. Therefore, damages are not an adequate remedy. It is better to prevent the chaos than compensate / fail to compensate.

**Identifying PUs:** Needs to include "fossil fuels". It is a duty of this court, to make absolutely clear the boundaries of the definition of PUs and I consider there is a potential

lack of clarity in defining them as protestors. There may be lawful protests that would otherwise be caught by the current too wide definition.

**Scope of the injunction:** I do not consider that there is a compelling justification for the injunction to cover flights going in and out of the airport.

**Injunction:** I consider that this is sufficient but I would add "for the purpose of fossil fuel", and consent of Cs.

**The geographic boundaries:** In relation to areas within the possession of the claimant and private jet areas, in view of what happened on Stansted, it is necessary that the injunction covers those private operations which are at least within the freehold ownership.

Finally, landing lights – I consider that the injunction should cover the landing lights as they are equipment owned by the Cs and if Ds disrupt it would be extremely chaotic and dangerous.

**Temporal limits:** review annual is sufficient, safe and fair way to protect rights of PU.

**Service:** methods of alternative service, agreed as per draft Order and provided to Reuters.

**Right to vary or set aside:** right should also be granted specifically to Roger Hallam, Phoebe Plummer and/or Indigo Rumbelow, those 3 persons should be served directly by alternative service (website/email address).

**Tidy up matters:** whilst Public Order Act 2023 and Byelaws have changed the landscape somewhat in this application, they do not undermine the need for a proactive approach toward what would be catastrophic tortious damage.

Permission to amend CF and POC.

Claim No: KB-2024-002336

IN THE HIGH COURT OF JUSTICE

KINGS BENCH DIVISION

ROYAL COURTS OF JUSTICE

B E T W E E N:-

GATWICK AIRPORT LIMITED

-and-



KB-2024-002336

PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES  
PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO  
ENTER OR REMAIN ON THE PREMISES AT LONDON GATWICK  
AIRPORT SHOWN OUTLINED IN YELLOW AND SHADED YELLOW  
ON PLAN 1 ATTACHED TO THE CLAIM FORM (WHETHER IN  
CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR  
EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

Defendants

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ORDER

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PENAL NOTICE

IF YOU, THE DEFENDANTS, DISOBEY THIS ORDER OR INSTRUCT OR  
ENCOURAGE OTHERS TO BREACH THIS ORDER YOU MAY BE HELD TO BE IN  
CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE YOUR  
ASSETS SEIZED.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING  
WHICH HELPS OR PERMITS THE DEFENDANTS OR ANY OF THEM TO  
BREACH THE TERMS OF THIS ORDER MAY ALSO BE HELD TO BE IN  
CONTEMPT OF COURT AND MAY BE IMPRISONED, FINED OR HAVE THEIR  
ASSETS SEIZED.

IMPORTANT NOTICE TO THE DEFENDANTS

**This Order prohibits you from doing certain acts. You should read this Order very carefully. You are advised to consult a solicitor as soon as possible. You have the right to apply to the court to vary or discharge this Order (which is explained below).**

**Before** The Honourable Mr Justice Ritchie sitting at the Royal Courts of Justice, the Strand, London on 19 July 2024

**UPON** the Claimant's claim by the Claim Form dated 18 July 2024

**AND UPON** the Claimant's application for an injunction dated 18 July 2024 ("**the Application**")

**AND UPON READING** the Application and the witness statement of Neil Harvey dated 18 July 2024 and the witness statements of Julian Pollock dated 18 July 2024, (and another) 18 July 2024 and dated 19 July 2024 ("**the Witness Statements**")

**AND UPON** hearing Mr Morshead K.C. and Miss Barden for the Claimant and no one attending for the Defendant

**AND UPON** the Claimant giving and the Court accepting the undertakings set out in Schedule 4 to this Order

**AND UPON** the Claimant informing the Court that any requests from those wishing to carry out peaceful protest to designate an area for that purpose at London Gatwick Airport, as defined by this Order, should be made by email to legal@gatwickairport.com.

### **DEFINITIONS**

"**London Gatwick Airport**" means the land shown outlined in yellow and shaded yellow on Plan 1 to the Claim Form, appended to this Order in Schedule 1 ("**Plan 1**")

"**Warning Notice**" means a notice in the form as set out in Schedule 5 to this Order

**NOW IT IS ORDERED THAT:**

### **INJUNCTION**

1. With immediate effect, unless varied, discharged or extended by further order, the Defendants are forbidden from entering, occupying or remaining on any part of London Gatwick Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the Claimant.
2. For the avoidance of doubt, the Order does not apply to:
  - a. The highways shown in pink and yellow on Plan 2 in Schedule 2 to this Order,

- b. The National Rail railway station at London Gatwick Airport, located at the South Terminal and the precincts thereto up to the concourse at the South Terminal.
3. This Order is subject to periodic review by the Court on application by the Claimant at intervals not exceeding 12 months and if such review does not take place the Order expires at 4pm on the anniversary of this Order.

### **SERVICE**

4. Pursuant to CPR 6.15, 6.27, and r. 81.4(2)(c) and (d), the Claimant shall take the following steps by way of service of copies of the Claim Form, the Application, and Witness Statements with their exhibits (“**the Claim Documents**”) and this Order upon the Defendants:
  - a. Uploading a copy onto the following website:  
<http://www.gatwickairport.com/injunction.html>
  - b. Sending an email with this Order attached to the email addresses listed in Schedule 3 stating that a claim has been brought and an application made, and that the documents can be found at the website referred to above.
  - c. Affixing notices at regular intervals around the perimeter fence and at suitable entrances/exits to London Gatwick Airport where these documents can be found and obtained in hard copy in the form of Schedule 5.
5. Within 2 working days of receipt of the sealed Order, it shall be provided to Reuters news agency so that it can be used by press organisations to publicise its existence.
6. The taking of such steps set out at paragraph 4 shall be good and sufficient service of this Order and of the Claim Documents upon the Defendants.
7. The Court will provide sealed copies of this Order to the Claimant’s solicitors for service (whose details are set out below).
8. The deemed date of service of the Claim Documents shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 4. The step described at paragraph 4(c) will be completed when those notices are first affixed.
9. The deemed date of service of this Order shall be the date shown on the relevant certificate of service on completion of the steps described at paragraph 4. The step described at paragraph 4(c) will be completed when those notices are first affixed.

### **FURTHER DIRECTIONS**

10. Service on the Defendants of any further applications or documents in the proceedings by the Claimants shall be effected by carrying out each of the steps in paragraph 4.

11. Anyone may apply to the Court at any time to vary or discharge this Order or so much of it as affects that person but they must first give the Claimant's solicitors 72 hours' notice of such application by email to matthew.bonye@hsf.com and graeme.robertson@hsf.com. If any evidence is to be relied upon in support of the application the substance of it must be communicated in writing or by email to the Claimant's solicitors at least 48 hours in advance of any hearing.
12. Roger Hallam, Phoebe Plummer and/or Indigo Rumbelow shall be notified by being sent a link to the Claim Documents and Order by email at the addresses in Schedule 3 to this Order as soon as practicable.
13. Any person applying to vary or discharge this Order must provide their full name, address and address for service to the Claimant's solicitors.
14. The Claimant has liberty to apply to vary, extend or discharge this Order or for further directions.
15. No acknowledgment of service, admission or defence is required by any party until further so ordered.
16. The Claimant shall notify its tenants and/or licensees who have interests and/or rights in London Gatwick Airport of the making of this Order in writing and/or by providing copies of this Order to them.
17. Costs are reserved.

**Ritchie J**

**Made 19.7.2024**

**COMMUNICATIONS WITH THE CLAIMANT**

The Claimant's solicitors and their contact details are:

Herbert Smith Freehills LLP

Exchange House

Primrose Street

London EC2A 2EG

Attn: Matthew Bonye/Graeme Robertson

E: matthew.bonye@hsf.com; graeme.robertson@hsf.com

02074662162/02074662793

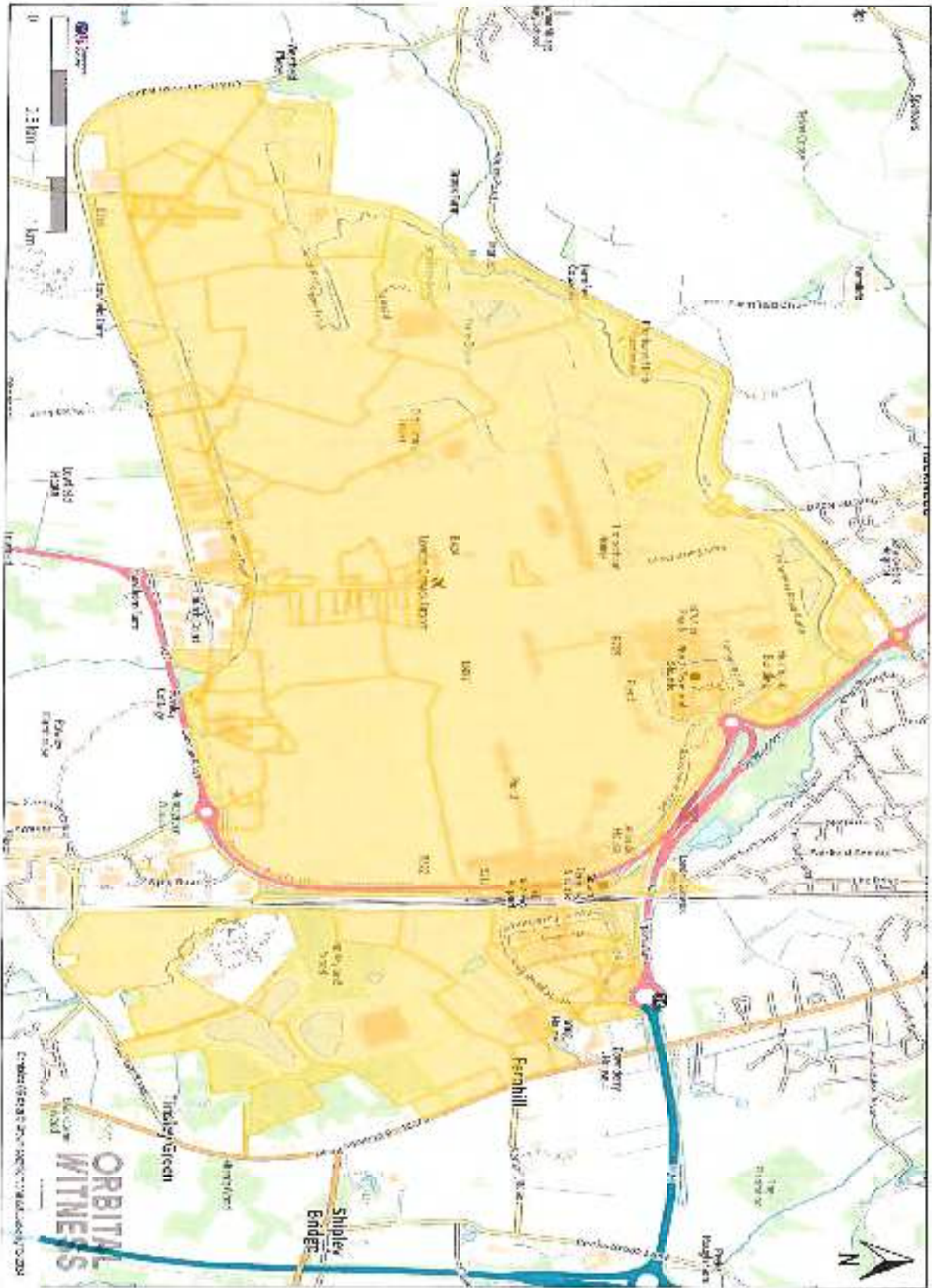
**Communications with the Court**

All communications to the Court about this Order should be sent to: King's Bench Division, Royal Courts of Justice, Strand, London WC2A 2LL. The offices are open between 10.00am and 4.30pm Monday to Friday except bank holidays. The telephone number is 020 7947 6000.



SCHEDULE 1

Plan 1



SCHEDULE 2



### SCHEDULE 3 – EMAIL ADDRESSES

- [juststopoil@protonmail.com](mailto:juststopoil@protonmail.com)
- [juststopoilpress@protonmail.com](mailto:juststopoilpress@protonmail.com)
- [info@juststopoil.org](mailto:info@juststopoil.org)
- [enquiries@extinctionrebellion.co.uk](mailto:enquiries@extinctionrebellion.co.uk)

**SCHEDULE 4 - UNDERTAKINGS GIVEN BY THE CLAIMANT**

- (1) The Claimant will take steps to serve the Defendant with a note of the hearing which took place on 19 July 2024 by 2 August 2024.
- (2) The Claimant will comply with any order for compensation which the Court might make in the event that the Court later finds that the injunction in paragraph 1 of this Order has caused loss to a Defendant and the Court finds that the Defendant ought to be compensated for that loss.

HIGH COURT CLAIM NO: KB-2024-002336

# High Court Injunction in Force

## NOTICE OF HIGH COURT ORDER DATED 19/7/2024

**TO:** PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT WHO ENTER OR REMAIN ON THE PREMISES AT LONDON GATWICK AIRPORT SHOWN OUTLINED IN YELLOW AND SHADED YELLOW ON PLAN 1 ATTACHED TO THE CLAIM FORM (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE) (the "**Defendants**")

**FROM:** Gatwick Airport Limited ("**the Claimant**")

This notice relates to the land known as London Gatwick Airport, Gatwick RH6 0NP which is shown outlined in yellow and shaded yellow on the Plan below (the "**Airport**")

The Order prohibits:

1. Entering, occupying or remaining upon any part of the Airport for the purpose of protesting about fossil fuels or the environment without the prior consent of the Claimant
2. You must not do any of the above acts either yourself or by means of another person acting on your behalf, instructions or encouragement.

**You must not contravene the terms of the Order and if you do, you may be in contempt of Court and sent to prison, fined or have your assets seized**

Any person affected by this Order may apply to the Court at any time to vary or discharge it but if they wish to do so they must inform the Claimant's solicitors by email to the address specified below 72 hours before making such application of the nature of such application and the basis for it.

The Order, copies of the Claim Documents which relate to the Order and a note of the hearing on 15/7/2024 may be viewed at: 5th Floor, Destination's Place, Gatwick Airport, Gatwick, West Sussex, RH6 0NP or online at <https://www.gatwickairport.com/injunction.html>. Copies may also be obtained from the Information Desk or by contacting Matthew Bonye of Herbert Smith Freehills LLP at Exchange House, Primrose Street, London EC2A 2EG, on 0207 465 2162 or by email at [matt.bonye@hsf.com](mailto:matt.bonye@hsf.com).

**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**B E T W E E N**

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

**Defendants**

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**SSW12**

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This is the exhibit marked "SSW12" referred to in the witness statement of Stuart Sherbrooke Wortley.

# JUST STOP

Our friends over at Fossil Free London have **something huge planned...**

For two years, global temperatures have been breaking out of the charts, and deadly heat waves have struck in India and the Middle East– with 1300 people dying during the Hajj pilgrimage alone.

In spite of this, London City Airport wants to expand its operations in the most aviation polluted city in the world.

***Want to stop them? Join us on the 27th July to let them know we won't let them get away with this.***

[Sign Up Here](#)

So here's the details. Since the pandemic, fewer business flights have departed from London City Airport, so in an effort to boost profits, the airport wants to attract a new wave of luxury private flyers.

What that means in plain terms is they want to cater to **rich people flying to London for shopping trips.**

These shopping trips will not be without cost.

Currently, local residents are given a single 24 hour break from the noise and pollution when the airport shuts down at the weekend. The new proposal will remove this vital respite.



What's more, the pollution from the airport is already deadly. Every year [a staggering 7.5% of deaths in the surrounding borough of Newham](#) are attributable to air pollution.

The good news is, we can stop it. We'll be teaming up with local residents, anti-pollution and climate campaigners to show that we won't stand for this.

We'll be outside the Dept. for Transport 33 Horseferry Rd, London from 10am on July 27th.

*Join us on the 27th July where we join with local residents to make our voices heard and show that we will fight this expansion every step of the way.*

[Sign Up Here](#)

And following the sentencing of the [Whole Truth Five](#) on Thursday, we're working with other organizations on a solidarity rally and assembly – let's pull together as a movement and show we will not be silenced! **We will share more on this tomorrow.**

Love and rage,

Just Stop Oil

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Check your local calendar to see what socials, trainings and other events are happening near you:

<https://juststopoil.org/london-calendar>.

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Just Stop Oil

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**IN THE HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**B E T W E E N**

- (1) BIRMINGHAM AIRPORT LIMITED
- (2) LIVERPOOL AIRPORT LIMITED
- (3) PEEL L&P INVESTMENTS (NORTH) LIMITED
- (4) BRISTOL AIRPORT LIMITED
- (5) SOUTH WEST AIRPORTS LIMITED
- (6) BRISTOL AIRPORT DEVELOPMENTS LIMITED

**Claimants**

and

- (1) PERSONS UNKNOWN WHOSE PURPOSE IS OR INCLUDES PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BIRMINGHAM AIRPORT SHOWN EDGED RED ON PLAN 1 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT LIVERPOOL AIRPORT SHOWN EDGED RED ON PLAN 2 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT 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 PROTESTING ABOUT FOSSIL FUELS OR THE ENVIRONMENT AT BRISTOL AIRPORT SHOWN EDGED RED ON PLAN 3 TO THE CLAIM FORM (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 ABOUT FOSSIL FUEL OR THE ENVIRONMENT ON THOSE PREMISES (WHETHER IN CONNECTION WITH THE JUST STOP OIL CAMPAIGN OR EXTINCTION REBELLION CAMPAIGN OR OTHERWISE)

**Defendants**

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**SSW13**

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This is the exhibit marked "SSW13" referred to in the witness statement of Stuart Sherbrooke Wortley.

Ad

## Les Miserables

Story by Arthur Parashar • 4m • 3 min read

- **Five people charged with aggravated trespass after Les Miserables was hijacked**

Just Stop Oil eco-zealots are competing to see who can get arrested the most times in a bid to win prizes, it has been claimed.

Members of the pressure group, which campaigns for the Government to end all new oil, gas and coal licences, are said to be attempting to overload the legal system as protesters plan weeks of chaos.



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After being arrested last night Hannah Taylor, 23, Lydia Gribbin, 28, Hanan Ameer, 22, Noah Crane, 18, and Poppy Bliss, 19, were charged today with aggravated trespass. They have been released on bail and will appear at Westminster Magistrates' Court on November 3.





Just yesterday, five JSO activists were booed and jeered as they hijacked a performance of Les Misérables

© Photograph: by Julie Mel



The group said in a statement that members were 'locked to the stage'. Five people have now been charged with aggravated trespass

© Photograph: by Julie Mel

It has now emerged that Just Stop Oil members have been discussing the best ways to get arrested as many times as possible.

A JSO source told [The Sun](#): 'It's essentially a competition to see who can get arrested the most. There will likely be prizes for the winner — that sort of thing has happened at previous gatherings after a round of action.'

**▶ Related video:** Just Stop Oil supporters disrupt passengers at Gatwick (Dailymotion)

**Just Stop Oil supporters disrupt passengers at Gatwick**  
Evening Standard

0:55

*watch on*

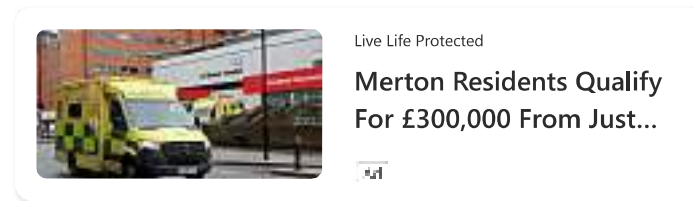
The newspaper found one eco-zealot discussing a planned demonstration on October 29 in a group chat. They said they would be going to marches with 'other regions', adding: 'This will allow me to spread the average three arrests per person easily over three

weeks instead of trying to be a superhuman and pull it off in a single week.'

Reports of eco-zealots competing for arrests come in a week where they disrupted yet another event that hard-working Brits paid up to £200 per ticket for. The Les Mis performance at the Sondheim Theatre in London's West End was brought to a halt at around 9pm on Wednesday.

Police said they are keen to hear from audience members who may have travelled from outside London to see the show.

In footage shared of the musical being hijacked, the protesters climbed up to the stage and asked the audience to 'join the rebellion.'



But one furious theatre-goer shouted: 'Get off you stupid people. How dare you.'

Another yelled: 'You naughty people, you naughty people.'

As others booed and jeered the eco protesters, a man near the front snatched away one of the eco-protesters' banners.

The stage invasion occurred during the musical's famous protest song of Do You Hear the People Sing? which is often seen as a call to action and has been used all over the world in rebellions including the 2019 Hong Kong demonstrations.

Posting on X, formerly Twitter, on Wednesday, about Les Mis protagonist Jean Valjean, Just Stop Oil said: 'Valjean steals bread to feed a starving child. How long before we are all forced to steal?'

The post continued: 'The fossil fuel show can't go on.'

The Mail also revealed on Thursday that [Oxford University](#)'s student union invited [Just Stop Oil](#) to host a stall at this year's freshers' fair.



Daniel Knorr, 21, who stormed Lord's cricket ground during the second Ashes test match this summer, was pictured manning the stand and recruiting students to join the radical eco-protest group.

He also posted 17,000 JSO leaflets to Oxford students via their college cubby holes earlier this week.

It comes despite Education Secretary [Gillian Keegan](#) warning last month that students risk ruining their futures if they participate in slow-march protests organised by JSO.

Just Stop Oil told MailOnline after storming the Les Mis musical: 'This summer has shown us the sheer power of a supercharged climate.'

'Scientists are freaking out and even the Pope is sounding the alarm. But, like the citizens of Paris in 1832, we have locked our doors, while our young face slaughter on the streets.

'They will inherit a scorched earth, unfit to live in and we will be long gone. We cannot let this stand. The show cannot go on.'

The group has been contacted for comment about competing for arrests.

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