

1	07/11/00	Registration Number EC29883 and having their Registered Office at 45 Reid Street, Hamilton Hm12, Bermuda.	£50000000	10/10/00
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C. CHARGES SECTION

Title Number: GLA370

Hectarage Code: 0

Entry Number	Specification	Date Of Registration
1	Standard Security by said MAPELEY COLUMBUS LIMITED to MORGAN STANLEY MORTGAGE SERVICING LIMITED, incorporated under the Companies Acts (Registered No. 03411668) and having its Registered Office at 25 Cabot Square, Canary Wharf, London E14 4QA as Security Trustee.	13/07/05
Notes		

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D. BURDENS SECTION

Title Number: GLA370

Hectarage Code: 0

Number of Burdens: 4

Entry Number	Burden Preamble
1	Disposition by the City of Glasgow District Council to B.N.O.C. (Development) Limited and their assignees, recorded G.R.S. (Glasgow) 30 Jul. 1982, of 2.16 hectares under the following exception
2	Deed of Servitude containing Disposition by Britoil (Development) Limited, Proprietors of the area edged brown on the Title Plan (hereinafter referred to as "the Site") to British Telecommunications Public Limited Company and its successors ("Telecom") as Proprietors of inter alia subjects Dial House, lying to the south of the subjects in this Title, recorded G.R.S. (Glasgow) 22 Nov. 1982, of the following servitude right
3	Mutual Deed of Servitudes, registered 23 May 1986, between Britoil (Development) Limited (hereinafter referred to as "Britoil"), Proprietors of the subjects in this Title and British Telecommunications Public Limited Company and their successors ("BT"), Proprietors of subjects Dial House, Bothwell Street, contains the following
4	The rights of the tenants under the Leases specified in the Schedule of Leases in the Property Section are burdens on the subjects in this Title.

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D. BURDENS DETAIL

Title Number: GLA370

Hectarage Code: 0

Number of Burdens: 4

Entry Number	Burden Detail
1	<p>Disposition by the City of Glasgow District Council to B.N.O.C. (Development) Limited and their assignees, recorded G.R.S. (Glasgow) 30 Jul. 1982, of 2.16 hectares under the following exception: excepting from the subjects hereby disposed the parts tinted yellow on the Title Plan, on which are erected lighting tower masts, together with such necessary servitude rights of wayleave for the laying of all cables, conductors, conduits and others which are ancillary thereto, and with rights of access thereto on all necessary occasions for the repair, maintenance and renewal thereof subject always to the as Proprietors of the said parts carrying out any necessary works in such a manner as shall cause the minimum disturbance to the subjects in this Title and the business carried on thereon and subject also to them making good any damage thereby occasioned; and contains burdens in the following terms: (First) there is reserved in favour of the Roads Authority (primo) a servitude right of wayleave for the laying of an underground duct within the said subjects for a citrac traffic control system (secundo) a servitude right of wayleave for the erection of two traffic control boxes adjacent to St. Vincent Street and generally opposite Elmbank Street and for access thereto when required for maintaining, repairing and renewing the said duct and the said traffic control boxes with all relative pipes, cables, conductors and conduits ancillary thereto, and (tertio) a servitude right of wayleave for the construction, maintenance and repair of the elevated access road and all structures ancillary thereto situated on the southmost portion of the said subjects (and shown on the Title Plan) subject always to the said Authority exercising such rights so as to cause as little disturbance to the said subjects and the building or buildings erected thereon and the business carried on therein as possible; (Second) so far as any part of the said subjects lies beneath the said elevated access road, there shall be no storage of materials thereon but it shall be permissible for our disponees and their foresaids to use such part for the parking of vehicles; (Third) there are reserved all public rights of way over those parts tinted pink and blue on the Title Plan, and all necessary servitude rights in favour of all statutory undertakers for the laying, maintaining, repairing and renewing of all pipes, cables, conduits, conductors and others required in connection with the termination of services and utilities within the said subjects and re-routing of the said pipes, cables, conduits, conductors and others beneath the surface of those parts; and (Fourth) our said disponees and their foresaids shall be prohibited from erecting any buildings or structures above the rock anchors installed within the said subjects, with a right of access thereto by the said Authority for the maintenance and repair thereof subject to making good all damage thereby occasioned.</p>

D. BURDENS DETAIL

Title Number: GLA370

Hectarage Code: 0

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Entry Number	Burden Detail
2	<p>Deed of Servitude containing Disposition by Britoil (Development) Limited, Proprietors of the area edged brown on the Title Plan (hereinafter referred to as "the Site") to British Telecommunications Public Limited Company and its successors ("Telecom") as Proprietors of inter alia subjects Dial House, lying to the south of the subjects in this Title, recorded G.R.S. (Glasgow) 22 Nov. 1982, of the following servitude right: a heritable and irredeemable servitude right of tunnel across the site; but such servitude right being granted under the following conditions and obligations: (FIRST) Telecom shall be entitled to retain, maintain and repair the telecommunications plant within such tunnel and to renew the same and to add thereto subject always to the terms hereof and provided that the prior written approval of the Proprietors of the site and their tenants ("the occupiers") shall be required where such additional plant may interfere with or prejudicially affect the occupiers use or enjoyment of the site or the buildings erected or to be erected thereon; (SECOND) Telecom shall have (One) a right at all times of access to their plant within the tunnel provided that such access is obtained through the said tunnel; (Two) with the prior consent of the occupiers, which consent shall not be unreasonably withheld or delayed,</p>

provided no obstruction is thereby caused to the occupiers access to the buildings erected on the site, a right of access to the said tunnel from the surface of the site outwith the building line of the buildings erected or to be erected on the site for all purposes and with all necessary vehicles and equipment; Telecom shall not be entitled to a right of access to the tunnel from the surface of the site within the building line of said buildings. (THIRD) Telecom shall not without the prior consent of the occupiers carry out any construction or other works of any nature within the tunnel which might affect any buildings erected upon the site and/or the fixtures, plant and equipment therein. (FOURTH) Telecom shall be bound to restore immediately the surface of the site to the condition in which it was immediately prior to the commencement of any operations by it upon the site and to keep the same clear of any debris or obstruction during the carrying out of any operations. (FIFTH) Telecom shall free and relieve the occupiers against all claims of whatever nature and shall make good all loss, injury and damage of whatever kind sustained by the occupiers which may arise through or in consequence of the exercise of such rights. (SIXTH) the occupiers of the site (Primo) shall not cause any further construction work to be carried out upon the site without the prior written consent of Telecom which consent shall not be unreasonably withheld or delayed, where such work or other operations are likely to adversely affect the said tunnel; and (Secundo) shall not cause any further construction work to be carried out without first having advised Telecom of the nature of the proposed construction work. (SEVENTH) The occupiers shall not be entitled without the prior approval of Telecom which approval shall not be unreasonably withheld or delayed to install plant or equipment which might interfere with the telecommunications plant within the said tunnel. (EIGHTH) In the event that it becomes necessary to divert the telecommunications plant within the said tunnel as a result of the acts or omissions of the occupiers or in the event that the said plant or the tunnel becomes damaged by the acts or omissions of the occupiers or its Contractors or servants then the occupiers shall compensate and make good all reasonable costs, claims and expenses reasonably and necessarily incurred by Telecom in making the necessary diversion or restoring the damage; and (NINTH) Telecom shall be bound to maintain the tunnel in all time coming in sound stable and safe condition. Note: the line or route of said tunnel is not shown on the Plan annexed to the above deed and cannot therefore be determined.

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Entry Number	Burden Detail
3	<p>Mutual Deed of Servitudes, registered 23 May 1986, between Britoil (Development) Limited (hereinafter referred to as "Britoil"), Proprietors of the subjects in this Title and British Telecommunications Public Limited Company and their successors ("BT"), Proprietors of subjects Dial House, Bothwell Street, contains the following: (I) a Disposition by Britoil to BT of the following servitudes: (First) a heritable and irredeemable servitude right of pedestrian access for the purpose of emergency escape from the north tunnel cable chamber of said Dial House over the area hatched blue on the Title Plan; BUT such servitude is subject to the following conditions &c.: Britoil shall provide and subsequently keep in good order and repair (and BT shall pay the reasonable costs):-(1) two collapsible bollards located adjacent to the door of the said cable chamber so as to prevent obstruction of it by vehicles but so also as to allow use of the area so protected for the manoeuvring of vehicles, which manoeuvring of vehicles is to be for only so long as is necessary and on condition that the bollards are re-erected immediately after such manoeuvring; and (2) a fusible link, contact or similar device on the door of the said cable chamber together with all necessary connecting wiring and containment system to connect the said link or other to the security monitoring panel of Britoil so that use of the said door will register on the monitoring panel; and (Second) a heritable and irredeemable servitude right of vehicular and pedestrian access over the said area hatched blue for the purposes of inspection, maintenance, repair and renewal of the north elevation of said Dial House where such adjoins the Britoil subjects; BUT such servitude right is subject to the following conditions &c: such access shall be by prior specific arrangement with Britoil and that they may attach such reasonable</p>