

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

HEARING BUNDLE
JUNE 2024

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BETWEEN:-

- (1) LONDON CITY AIRPORT LIMITED
(2) DOCKLANDS AVIATION GROUP LIMITED

Claimants

- 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

draft ORDER

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 2-9;
- 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 7 June 2027 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.

VARIATION

3. 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.

4. Any person applying to vary or discharge this Order must provide their full name, address and address for service.
5. The Claimants have liberty to apply to vary this Order.

SERVICE AND NOTIFICATION

6. 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).

7. Pursuant to the guidance in *Wolverhampton CC v London Gypsies & Travellers* [2024] 2 WLR 45, the Claim Form, Application Notice and evidence in support 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. 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.

8. 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.

9. 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.

10. 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 9(a)-(b) only.

11. In respect of paragraphs 7 to 10 above, effective notification will be deemed to have taken place on the date on which all of the relevant steps have been carried out.

12. For the avoidance of doubt, in respect of the steps referred to at paragraphs 7(c), 8(c)-(d) and 9(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

13. Liberty to apply.

14. Costs are reserved.

COMMUNICATIONS WITH THE CLAIMANT

15. The Claimants' solicitors and their contact details are:

(1) Stuart Wortley
Eversheds Sutherland (International) LLP

StuartWortley@eversheds-sutherland.com

07712 881 393

(2) Nawaaz Allybokus

Eversheds Sutherland (International) LLP

NawaazAllybokus@eversheds-sutherland.com

07920 590 944






Dated: []

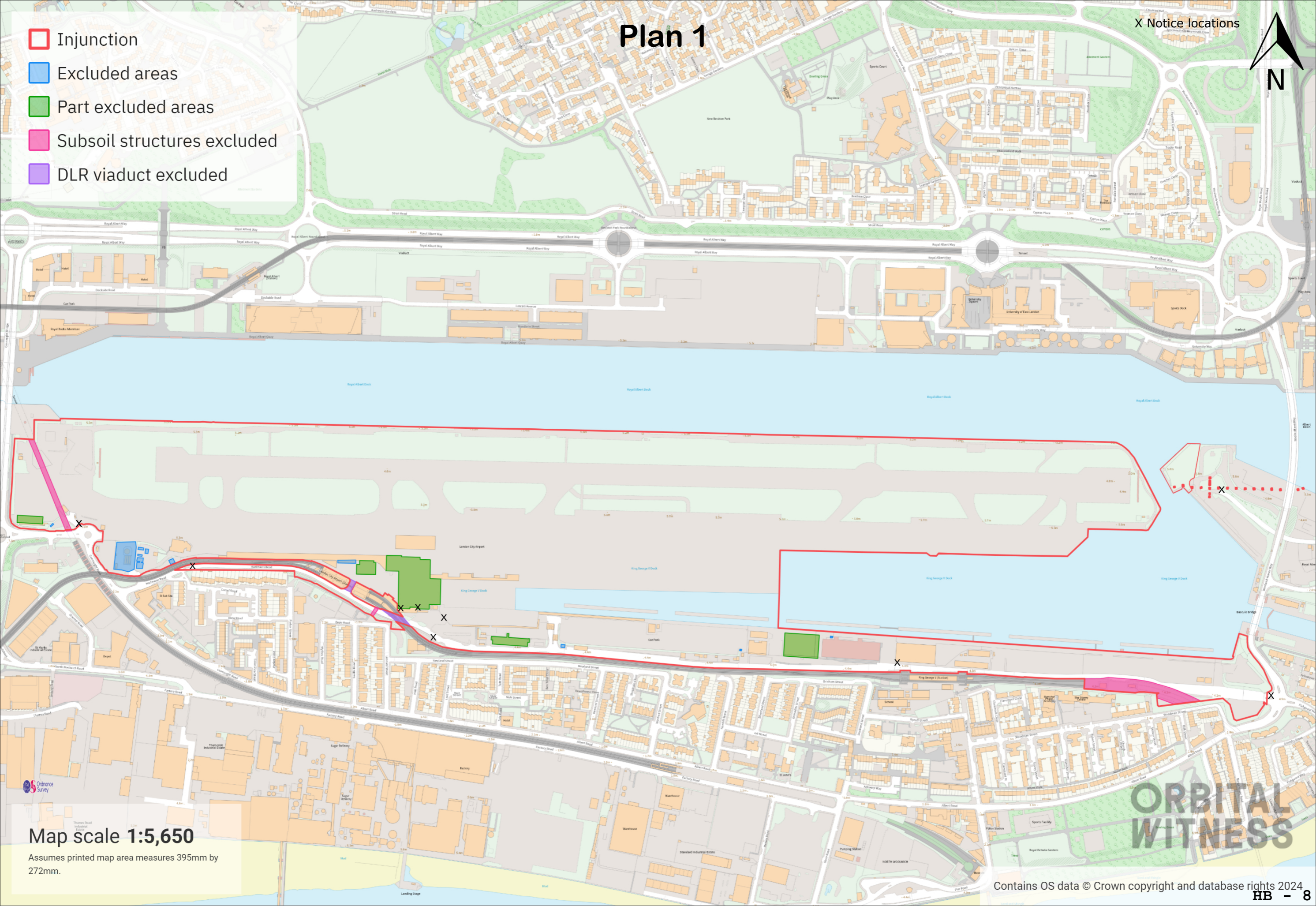
SCHEDULE 1 - PLANS

Plan 1

X Notice locations



-  Injunction
-  Excluded areas
-  Part excluded areas
-  Subsoil structures excluded
-  DLR viaduct excluded

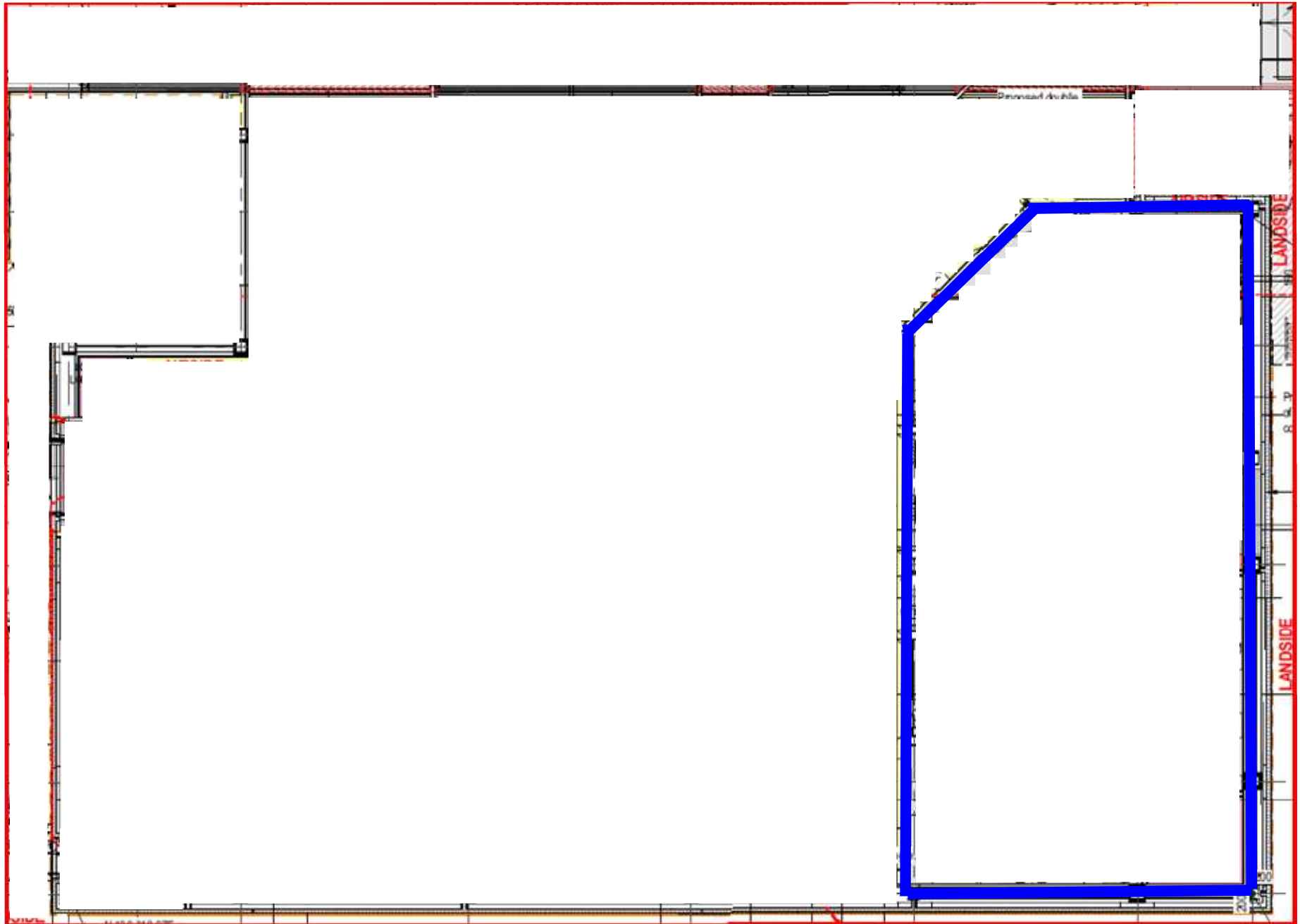


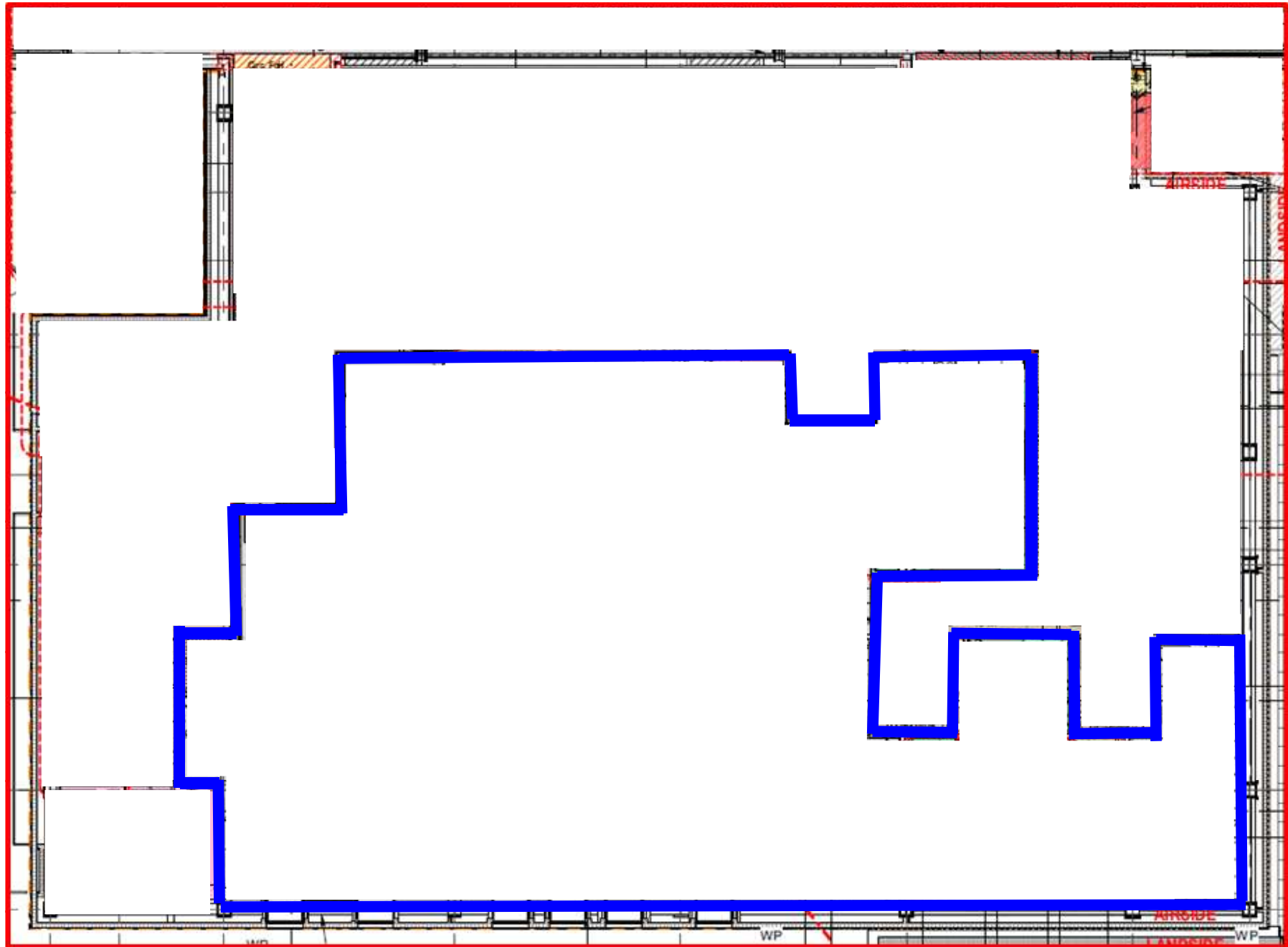
Map scale 1:5,650

Assumes printed map area measures 395mm by 272mm.

ORBITAL WITNESS



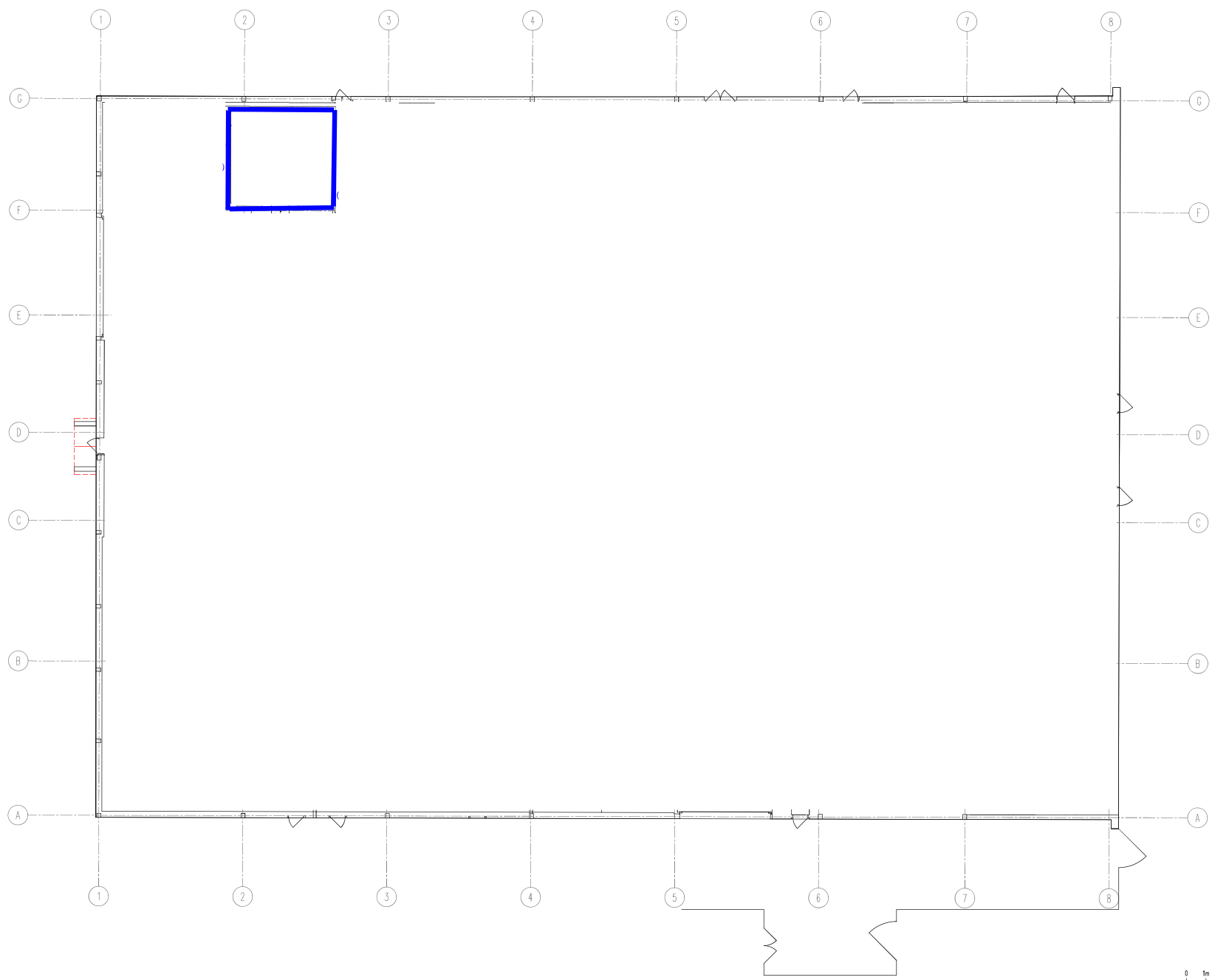




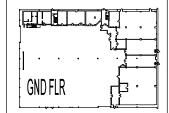
Blue Shed - Ground Floor

Plan 5

General Notes:



B Room Numbers Added	01/11/16
A Door Numbers Added	01/03/16



London City Airport, City Aviation House
Royal Docks, London, E16 2PB
RECORD DRAWING

BLUE SHED
Ground Floor
General Arrangement Plan



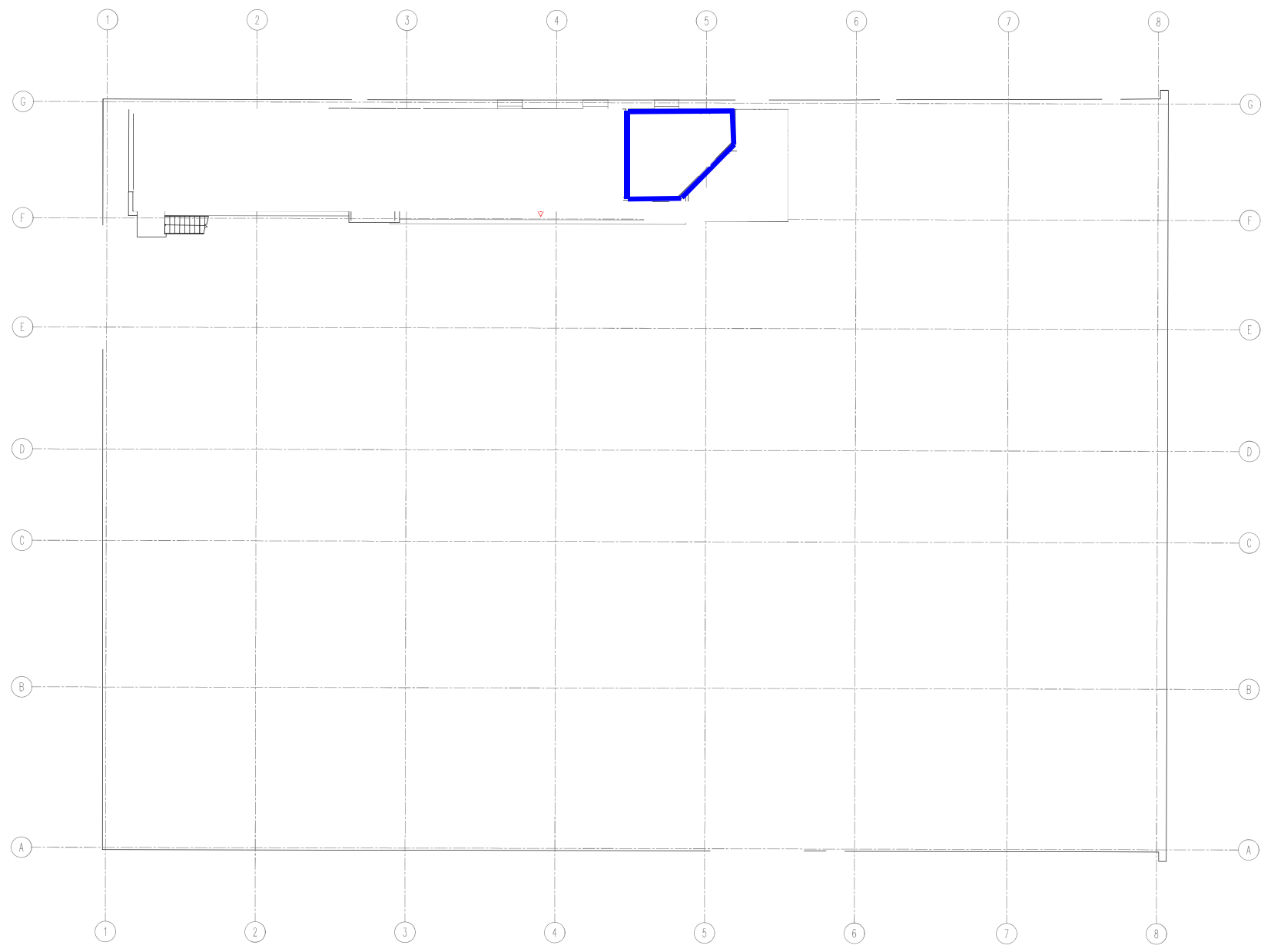
04/08/15	VR	1:100	VR	1:100
R/BS/G/A/001		B		

Blue Shed - First Floor

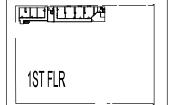
Plan 6

General Notes:

- LEGEND**
-  FIRE DOOR
 -  STANDARD DOOR



B	Room Numbers Added	01/11/16
A	Door Numbers Added	01/03/16



London City Airport
Get closer.
London City Airport, City Aviation House
Royal Docks, London, E16 2PB

RECORD DRAWING

BLUE SHED
Sheet 06
First Floor
General Arrangement



SCALE BAR 1:100 @ A1

04/08/15	VR	1	1
R/BS/1/A/001			



Jet Centre - Ground Floor

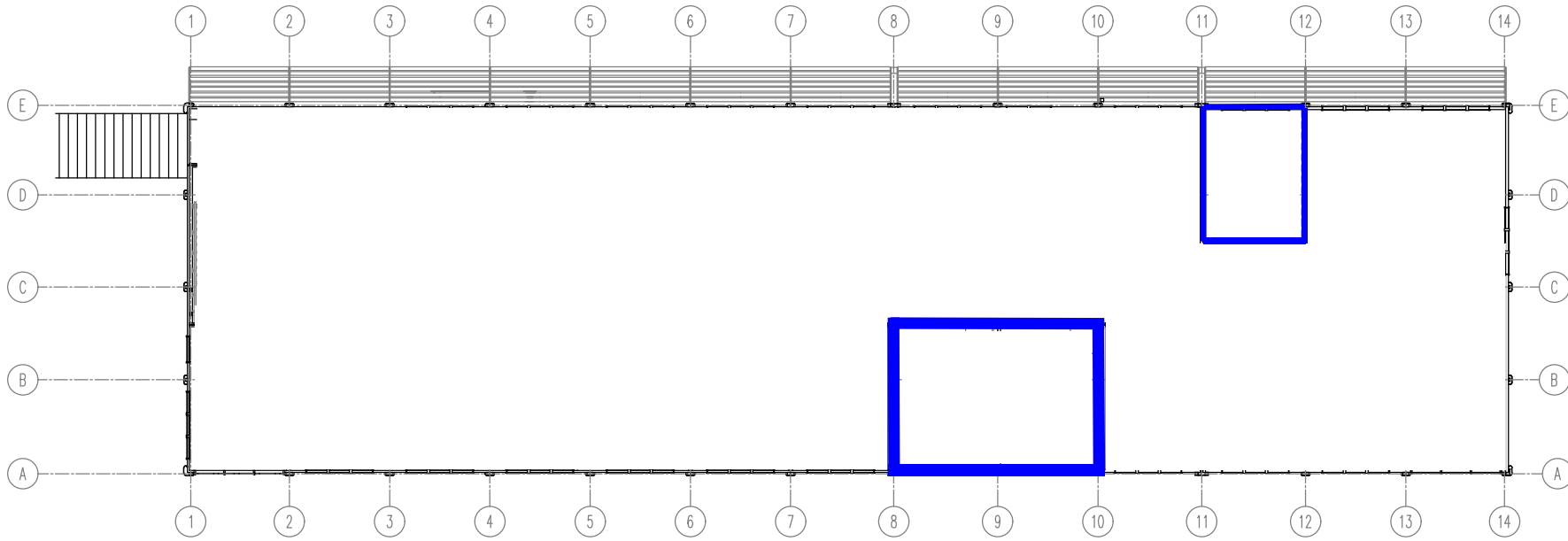
Plan 7

DO NOT SCALE - IF IN DOUBT ASK Associated Drawing

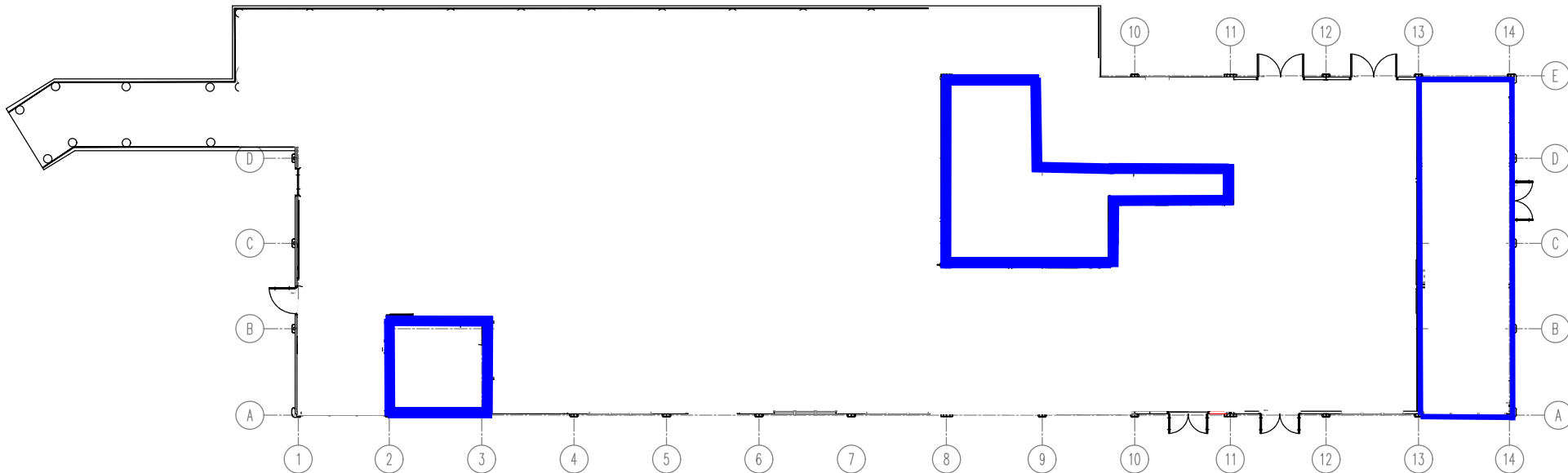
General Notes

LEGEND

-  Fire Door
-  Standard Door



Jet Centre - First Floor



E Item Numbers Added	16/06/18
D Layout amended	19/06/18
C 04/06/18	04/06/18
B Item Numbers Added	04/02/18
A Modified as indicated	15/06/15

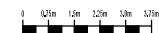
G-1 FLRS

London City Airport
Get closer.
London City Airport, City Action House
Royal Dock, London, E16 1JH

RECORD DRAWING

JET CENTRE

Sheet 11
Ground to First Floor
General Arrangement Plan



SCALE BAR 1:75 @ A1

24/07/15	VR	2011	2017
R/JC/A/001	E		
175			

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 and the Order as soon as practicable.

- (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
- juststopoilpress@protonmail.com
- info@juststopoil.org

High Court Injunction in Force

NOTICE OF HIGH COURT ORDER DATED [] June 2024

TO: 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 plan) but excluding those areas of land as further defined below (the "**Defendants**")

FROM: (1) London City Airport Ltd and (2) Docklands Aviation Group Ltd

This notice relates to the land known as London City Airport, Royal Docks, London E16 2PB which is shown for illustration purposes edged red on the adjacent Plan but excluding: (a) the buildings coloured blue; (b) certain parts of the buildings coloured green; (c) the sections of the Docklands Light Railway coloured purple; and (d) the subsoil structures coloured pink (the "**Land**")

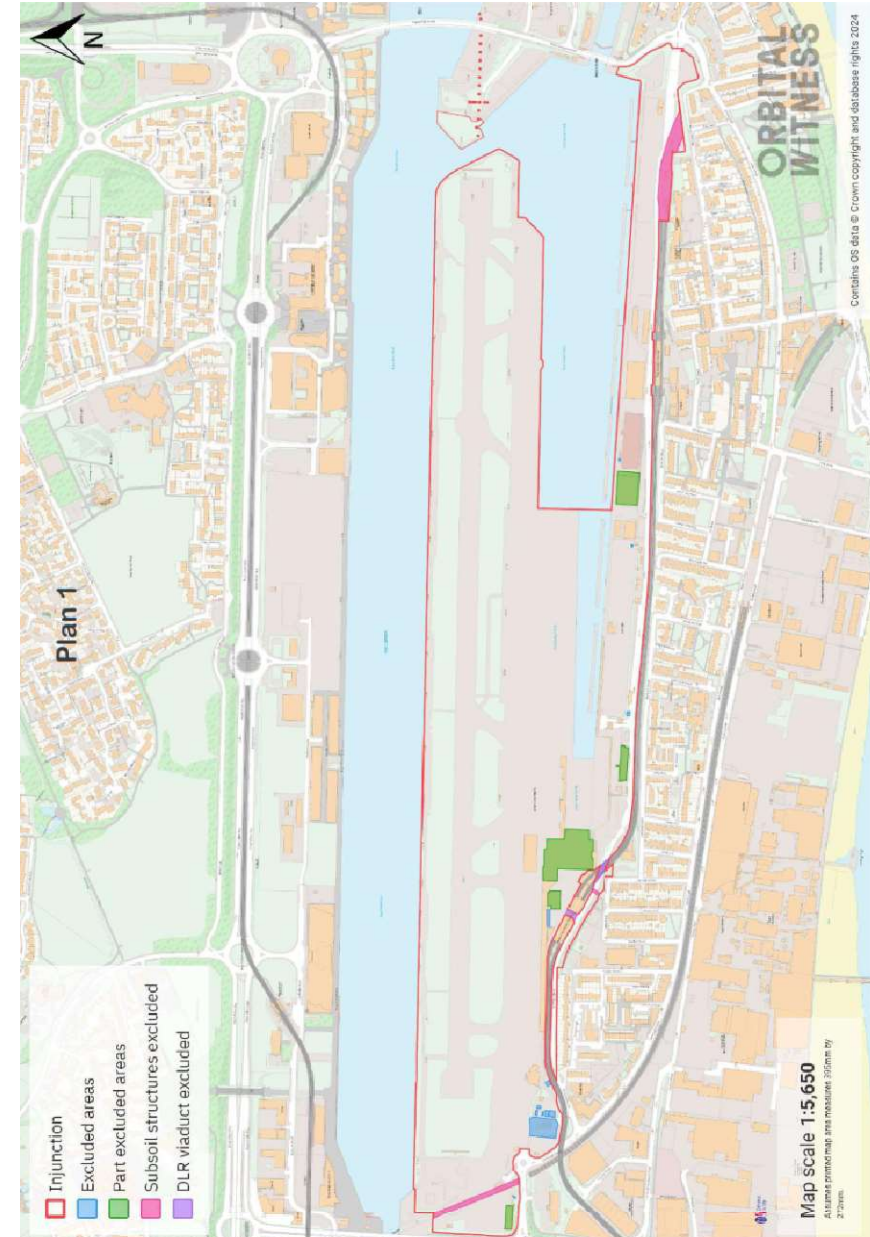
It is ordered that, until [date] or further order in the meantime, the Defendants must not without the consent of the Claimants, enter, occupy or remain upon the Land.

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

The Order and copies of the Claim Documents which relate to the Order may be viewed at:

www.londoncityairport.co.uk/corporate/corporate-info/reports-and-publications/injunction.

Hard copies may also be obtained from the Information Desk or by contacting Stuart Wortley of Eversheds Sutherland on 0771 288 1393 or by email stuartwortley@eversheds-sutherland.com.





Claim Form

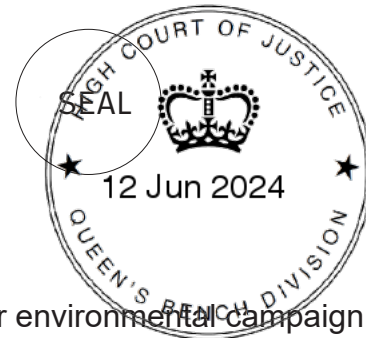
In the High Court of Justice King's Bench Division	
Fee Account no.	PBA 0087211
Help with Fees - Ref no. (if applicable)	H W F - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/>

You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

	For court use only
Claim no.	
Issue date	

Claimant(s) name(s) and address(es) including postcode

- (1) London City Airport Limited of London City Airport, City Aviation House, Royal Docks, London E16 2PB
- (2) Docklands Aviation Group Limited of City Aviation House, London City Airport, Royal Docks, London E16 2PB



Defendant(s) name and address(es) including postcode

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 below

Brief details of claim

The Claimants seek an injunction to restrain the Defendant from acts of trespass and/or nuisance on the land edged red on Plan 1 but excluding:-

- (1) the land and buildings coloured blue on Plan 1;
- (2) the defined areas coloured pink and purple on Plan 1; and
- (3) those parts of buildings edged blue on the attached Plans 2 - 8.

The Claimants also seek costs and further and/or other relief

Value

This is a non monetary claim

Defendant's name and address for service including postcode

	£
Amount claimed	
Court fee	£626
Legal representative's costs	TBC
Total amount	

For further details of the courts www.gov.uk/find-court-tribunal.

When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Claim no.

You must indicate your preferred County Court Hearing Centre for hearings here
(see notes for guidance)

King's Bench Division, The Royal Courts of Justice, Strand, London WC2A 2LL

Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

- Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

- No

Does, or will, your claim include any issues under the Human Rights Act 1998?

- Yes
 No

Claim no.

Particulars of Claim

attached

to follow

Statement of truth

Note: you are reminded that a copy of this claim form must be served on all other parties.

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

- I **believe** that the facts stated in this claim form and any attached sheets are true.
- The claimant** believes that the facts stated in this claim form and any attached sheets are true. **I am authorised** by the claimant to sign this statement.

Signature



- Claimant
- Litigation friend (where claimant is a child or protected party)
- Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day Month Year

11	0 6	2 0 2 4
----	-----	---------

Full name

Stuart Sherbrooke Wortley

Name of claimant's legal representative's firm

Eversheds Sutherland (International) LLP

If signing on behalf of firm or company give position or office held

Partner

Claimant's or claimant's legal representative's address to which documents should be sent.

Building and street

One Wood Street

Second line of address

Town or city

London

County (optional)

Postcode

E | C | 2 | V | 7 | W | S

If applicable

Phone number

DX number


Your Ref.

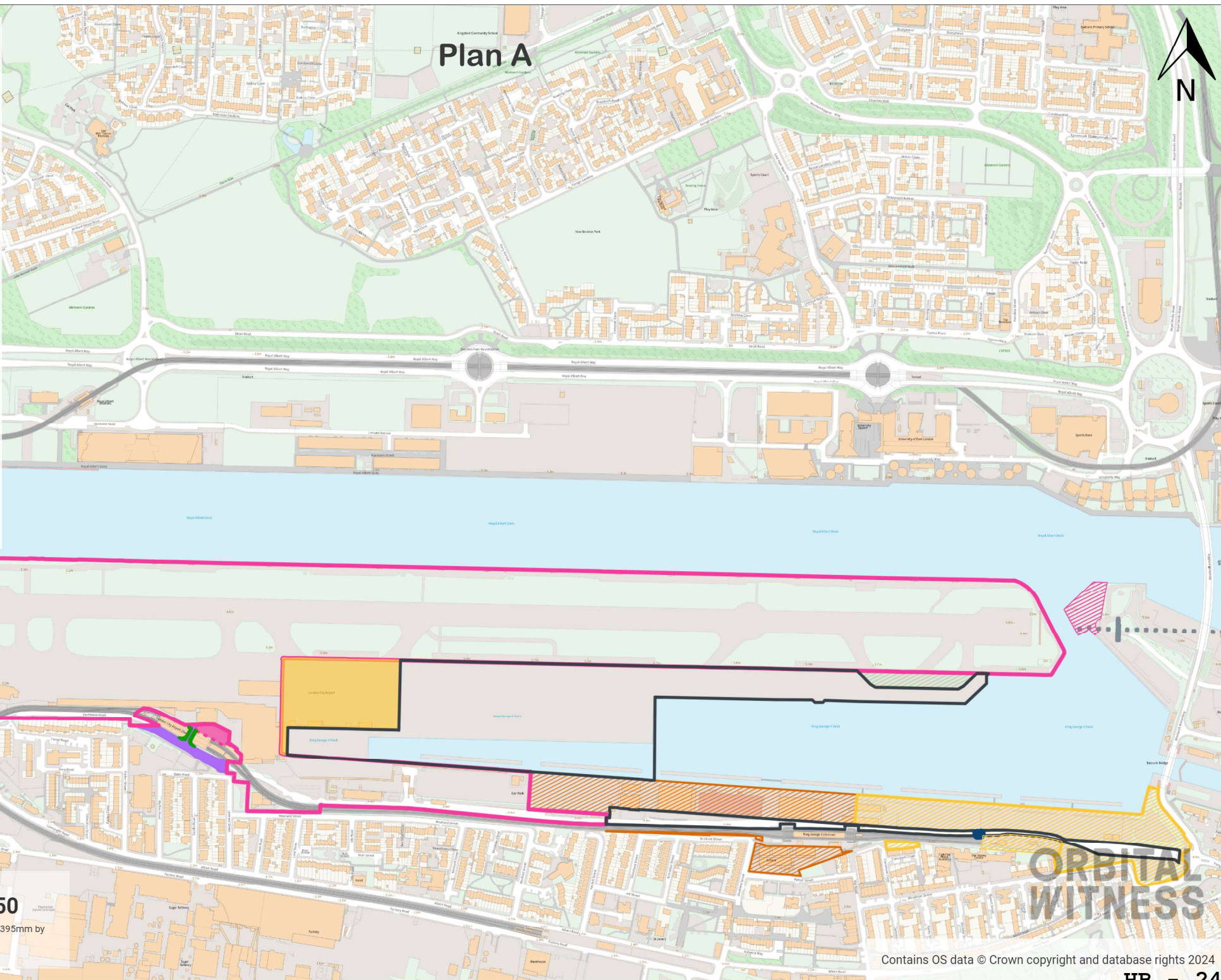
WortleyS/292659.000057

Email

Plan A



-  TGL469846
-  EGL527797
-  EGL527799
-  TGL617976
-  EGL555153
-  EGL519692
-  EGL552140
-  EGL518399
-  TGL530134
-  TGL338199
-  EGL291578
-  EGL465048
-  EGL373364
-  Albert Island



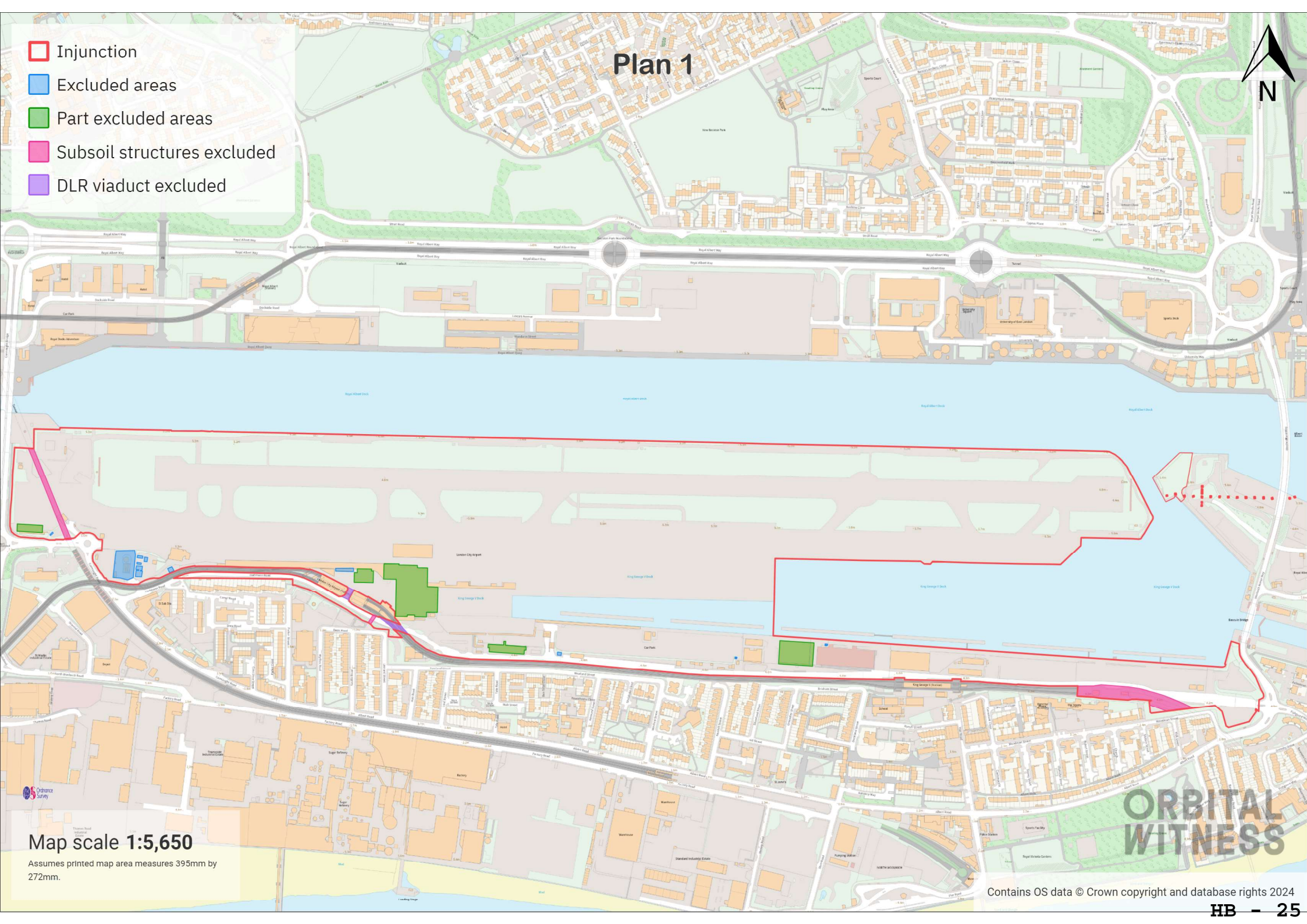
Map scale 1:5,650

Assumes printed map area measures 395mm by 272mm.

**ORBITAL
WITNESS**

- Injunction
- Excluded areas
- Part excluded areas
- Subsoil structures excluded
- DLR viaduct excluded

Plan 1

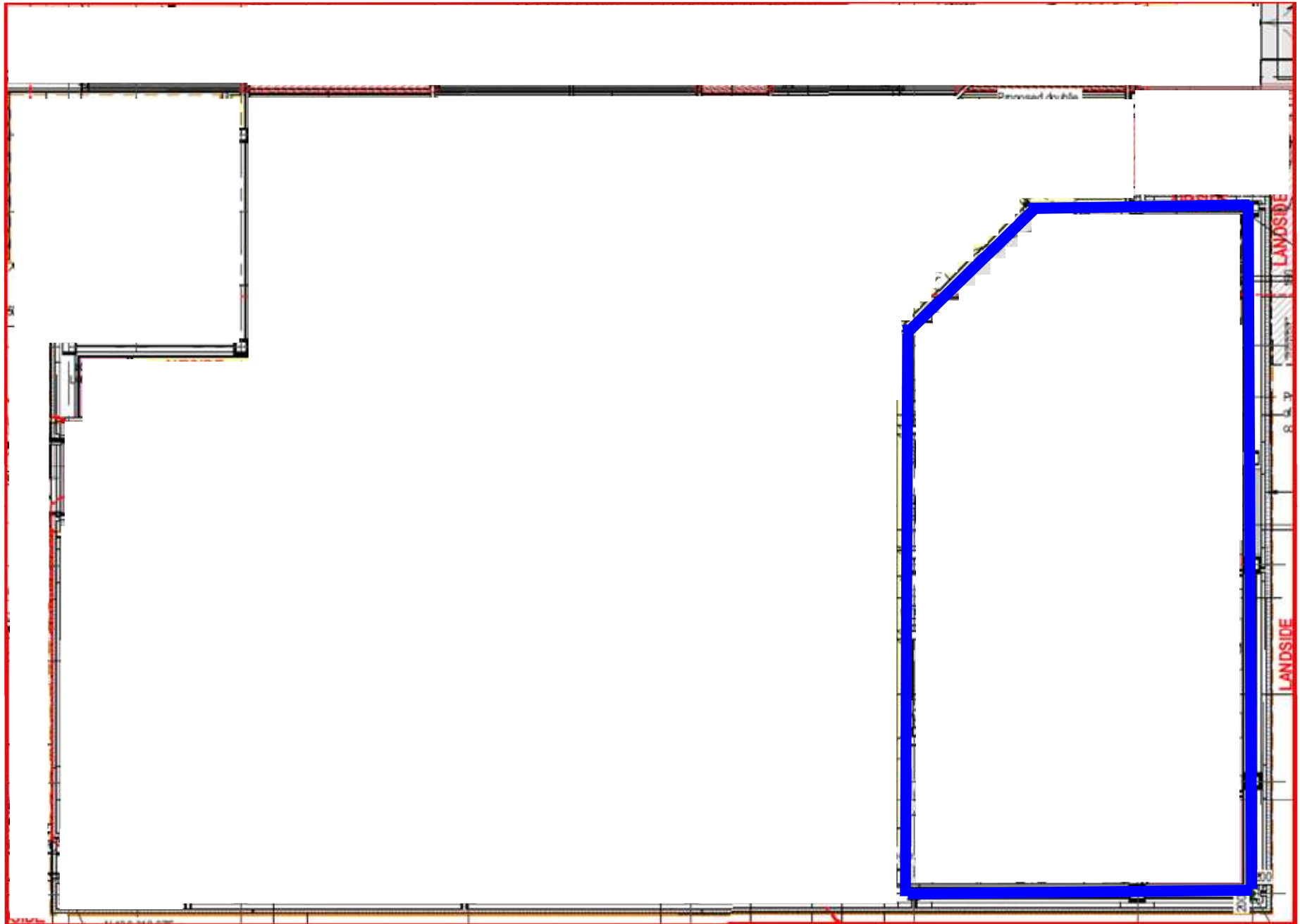


Map scale 1:5,650

Assumes printed map area measures 395mm by 272mm.

**ORBITAL
WITNESS**



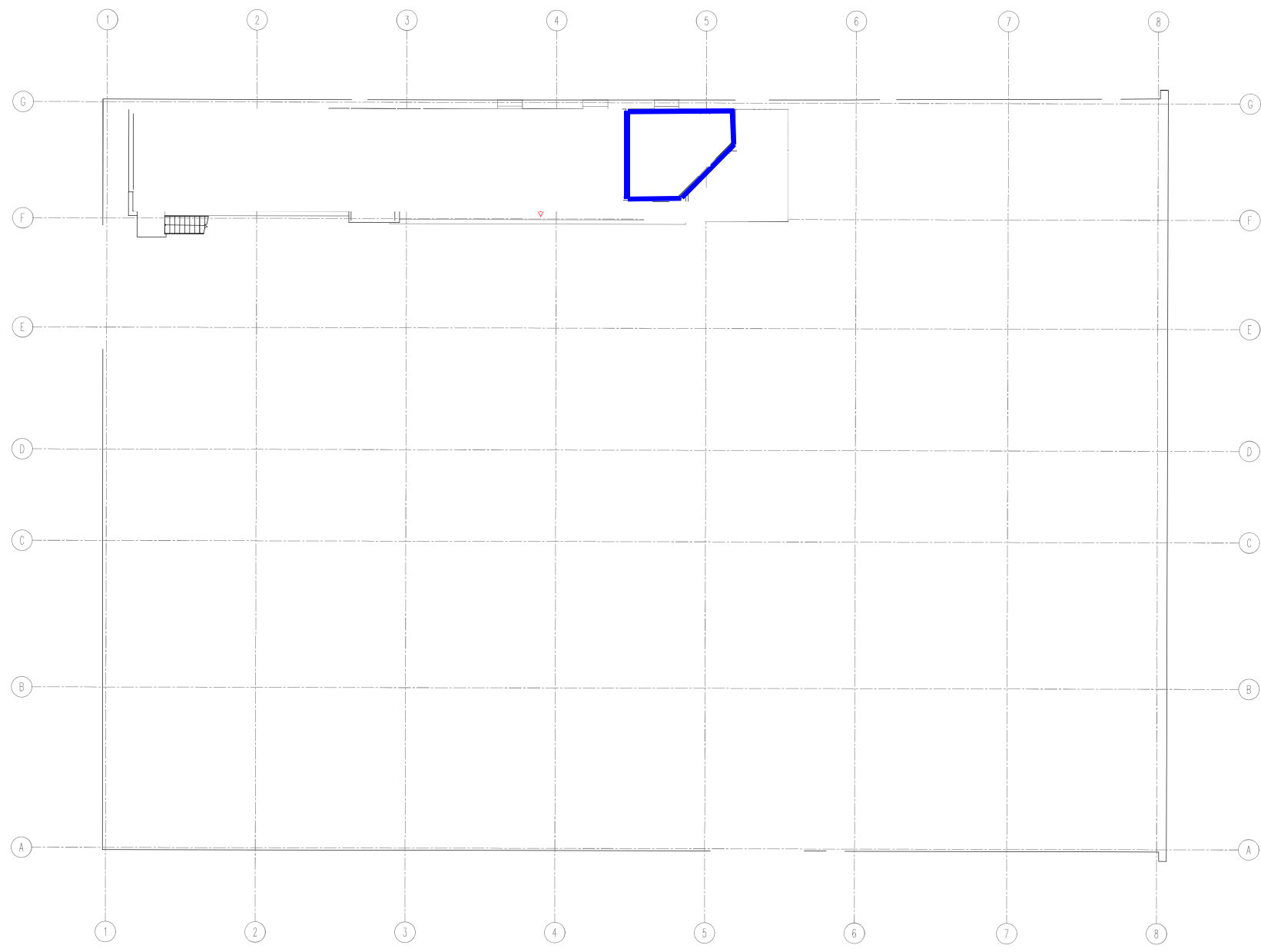


Blue Shed - First Floor

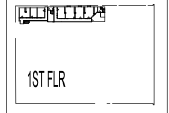
Plan 6

General Notes:

LEGEND
 FIRE DOOR
 STANDARD DOOR



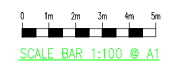
B	Room Numbers Added	01/11/16
A	Door Numbers Added	01/03/16



London City Airport
 Get closer.
 London City Airport, City Aviation House
 Royal Docks, London, E16 2PB

RECORD DRAWING

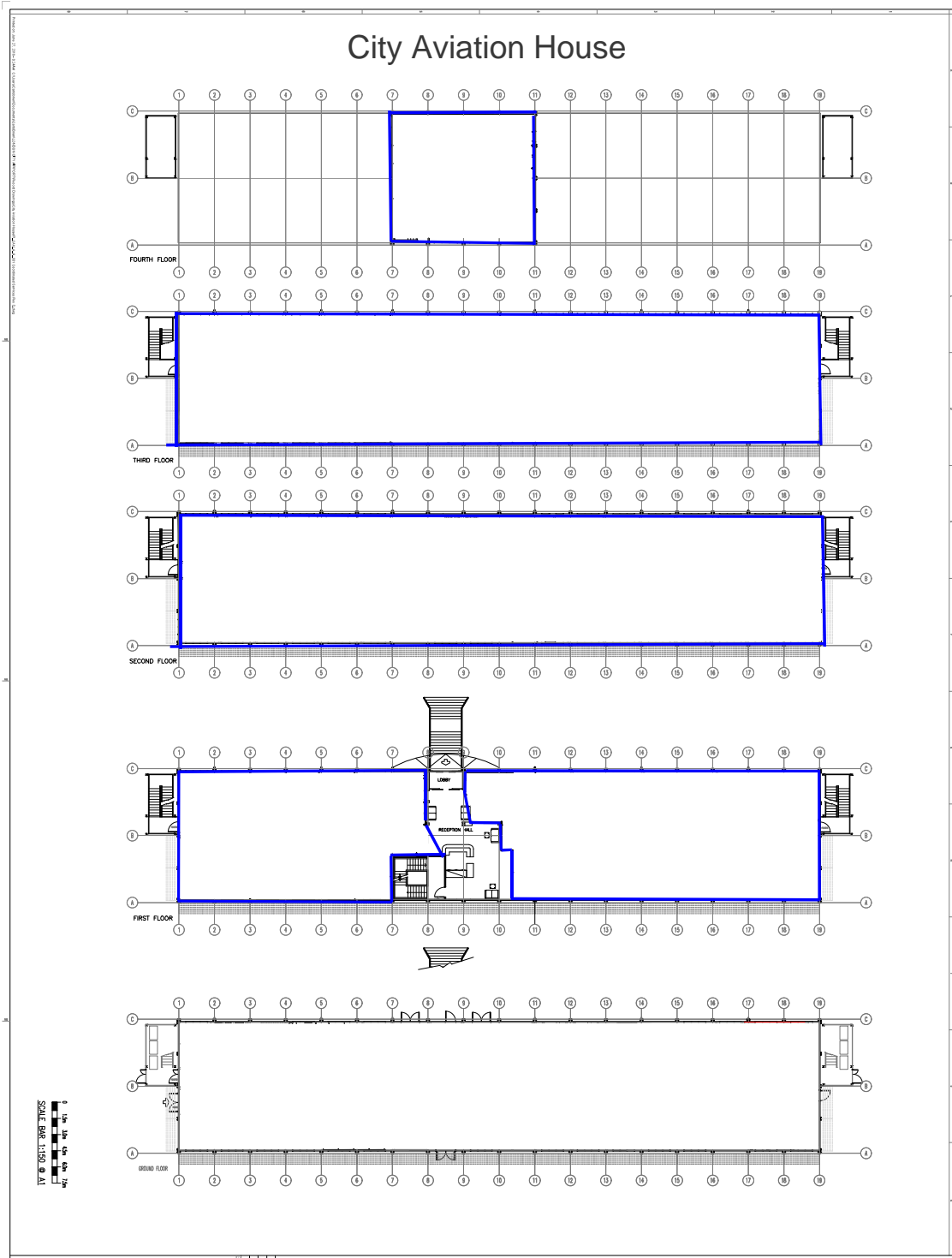
BLUE SHED
 Sheet 06
 First Floor
 General Arrangement



04/08/15	VR	100%	VR	100%
R/BS/1/A/001				

City Aviation House

Plan 8



SCALE: ARCH. 1/8" = 1'-0"
 SCALE: ENG. 1/16" = 1'-0"
 BY: A1

PROJECT: LANSLOW CITY AIRPORT
CLIENT: LANSLOW CITY AIRPORT
ARCHITECT: RICHARDSON
DATE: 2015

1	DATE	DESCRIPTION
1	2015	ISSUED FOR PERMIT
2	2015	ISSUED FOR PERMIT
3	2015	ISSUED FOR PERMIT
4	2015	ISSUED FOR PERMIT
5	2015	ISSUED FOR PERMIT
6	2015	ISSUED FOR PERMIT
7	2015	ISSUED FOR PERMIT
8	2015	ISSUED FOR PERMIT
9	2015	ISSUED FOR PERMIT
10	2015	ISSUED FOR PERMIT
11	2015	ISSUED FOR PERMIT
12	2015	ISSUED FOR PERMIT
13	2015	ISSUED FOR PERMIT
14	2015	ISSUED FOR PERMIT
15	2015	ISSUED FOR PERMIT
16	2015	ISSUED FOR PERMIT
17	2015	ISSUED FOR PERMIT
18	2015	ISSUED FOR PERMIT

RECORD DRAWING
CITY AVIATION HSE
PLAN 8

BETWEEN:-

- (1) LONDON CITY AIRPORT LIMITED
(2) DOCKLANDS AVIATION GROUP LIMITED

Claimants

- 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 BELOW**

Defendants

PARTICULARS OF CLAIM

I. INTRODUCTION

1. The First Claimant is the operator of London City Airport, located at Royal Docks, London, E16 2PB (the "Airport"). The Airport serves around 3.7 million travelling passengers each year with an annual revenue of approximately £85 million.
2. The Second Claimant is a company, the principal activity of which is to own and develop the key assets of the Airport.
3. The Defendants are Persons Unknown who are environmental activists and who have committed to engaging in a campaign of disruptive direct action at airports across the country in summer 2024.

II. LAND TO WHICH CLAIM RELATES

4. The land and property to which this Claim relates is London City Airport, located at Royal Docks, London, E16 2PB (the “**Airport**”).

5. The Airport is the subject of 13 relevant registered titles. In particular:

5.1 The First Claimant is the registered owner of the following five registered titles:

- (1) TGL469846 (freehold);
- (2) EGL527797 (leasehold);
- (3) EGL527799 (leasehold);
- (4) TGL617976 (leasehold); and,
- (5) EGL555153 (leasehold).

5.2 The Second Claimant is the registered owner of the following eight registered titles:

- (1) EGL519692 (freehold);
- (2) EGL552140 (freehold);
- (3) EGL518399 (freehold);
- (4) EGL530134 (freehold);
- (5) EGL338199 (leasehold);
- (6) EGL291578 (leasehold);
- (7) EGL465048 (leasehold); and,
- (8) EGL373364 (leasehold).

6. The extent of the Claimants’ land (a larger area of land than the land over which the injunction is sought) is shown on Plan A attached to the Claim Form (showing the various parcels of land owned or leased by the Claimants). The extent of the land sought to be covered by the injunction is set out on Plan 1 attached to the Claim Form.

7. For the avoidance of doubt, the Claimant's land does not include (and this claim does not purport to relate to) the following areas on Plan 1:
 - 7.1 In relation to the areas shaded purple in Plan 1, the viaduct suspended over the ground level and forming part of the Docklands Light Railway.
 - 7.2 In relation to the areas shaded pink, those areas located below ground level forming (i) a rail tunnel (ii) a subway and (iii) a tunnel forming part of the Docklands Light Railway.
8. By this claim, the Claimants seek injunctive relief over the Claimants' land but excluding the following parcels of land, which are the subject of leases to third parties:
 - 8.1 Those buildings shaded blue on Plan 1;
 - 8.2 In those buildings shaded green on Plan 1, the areas edged blue on Plans 2-9.
9. The land over which injunctive relief is sought is referred to as the "**Land**".

III. PREVIOUS DIRECT ACTION AT THE AIRPORT

10. In October 2019, Extinction Rebellion carried out direct action at the Airport as part of a series of protests on climate change. This included:
 - 10.1 A large group of individuals blocking the main entrance to the Airport.
 - 10.2 A large group of individuals occupying the DLR station adjoining the Airport.
 - 10.3 One individual climbing onto the top of an aircraft and gluing himself onto it.
 - 10.4 One individual boarding a flight and refusing to take his seat.
11. As a result of this direct action, around 50 individuals were arrested. The Airport suffered losses of approximately £279,000.

IV. THE AIRPORTS CAMPAIGN

12. On 9 March 2024, at a meeting in Birmingham in early March 2024, the environmental group Just Stop Oil discussed a new campaign to undertake direct action at airports across the UK in the summer of 2024 (the “Airports Campaign”).
13. At this meeting, a co-founder of Just Stop Oil was reported to have 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.
14. Since this meeting, Just Stop Oil has announced the following on its website:

“SO WHAT’S THE PLAN?

*Our Government doesn't give a f*** about its responsibilities. The country is in ruins. You know it, I know, they know it. That means it's up to us to come together and be the change we need.*

We need bold, un-ignorable action that confronts the fossil fuel elites. We refuse to comply with a system which is killing millions around the world, and that's why we have declared airports a site of nonviolent civil resistance.”

We can't do this alone, we have a plan for this Summer, are you willing help make this happen?”

15. It says, further:

“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.

Just Stop Oil

18. On 2 June 2024, Extinction Rebellion environmental activists blocked access to Farnborough Airport.

V. CAUSES OF ACTION

19. The Claimants apprehend that, unless restrained by the Court, Persons Unknown will carry out acts amounting to trespass and nuisance on the Land.
20. In relation to trespass, members of the public have an implied consent to enter the Airport for air-travel and directly related purposes (such as dropping-off and picking-up passengers). They do not have the Claimants' consent to enter, remain on or occupy the Land for the purposes of carrying out a protest or taking part in any demonstration, procession or public assembly.
21. On 10 June 2024, notices were posted at various prominent locations around the Airport stating the following:

“Members of the public do not have consent to enter or remain at London City Airport for the purpose of carrying out a protest or taking part in any demonstration, procession or public assembly. For the avoidance of any doubt, any individual entering London City Airport for the purposes of carrying out a protest or taking part in any demonstration, procession or public assembly has no licence to do so and is a trespasser. Moreover, pursuant to Byelaw 3(12) of the London City Airport Byelaws 1988, breach of which is a criminal offence, all persons intending to enter London City Airport in order to undertake a protest or to take part in any demonstration, procession or public assembly are prohibited from doing so.”

22. This notice was also published on the First Claimant's website on the same day.
23. Further, the London City Airport Byelaws prohibit the following acts (breach of which amounts to a criminal offence):

23.1. Byelaw 3(11): *“No person shall remain on the airport, or any part thereof, after having been requested by LCA or a constable to leave.”*

23.2. Byelaw 3(12): *“No person shall enter the airport except as a bona fide airline passenger, whilst having been prohibited from entering by LCA or a constable.”*

23.3. Byelaw 3(13): *“No person shall in the airport:*

(a) intentionally obstruct any officer of LCA in the proper execution of his duties;

(b) intentionally obstruct any person carrying out an act which is necessary to the proper execution of any contract with LCA; or

(c) intentionally obstruct any other person in the proper use of the airport, or behave so as to give reasonable grounds for annoyance to other persons in the airport.”

23.4. Byelaw 5(7): *“No person shall climb any wall, fence, barrier, railing or post.”*

23.5. Byelaw 5(11): *“No person shall remove, displace or alter any structure or other property (including any notice) forming part of or provided for or in connection with the airport or erect or place on any part of the airport any such structure or property.”*

23.6. Byelaw 7(3): *“No person shall enter or climb upon, or attempt to enter or climb upon, any part of any aircraft without the authority of the person in charge of it or otherwise without lawful authority or reasonable cause or excuse.”*

24. Consequently, Persons Unknown taking part in the Airports Campaign (or related campaign) do not have the Claimants’ consent to enter, remain or occupy the Land for the purpose of protest or taking part in any demonstration, procession or public assembly. As such, they would be committing a trespass were they to do so.

25. In relation to nuisance, the threatened acts referred to at paragraphs 12-17 above would amount to an undue and substantial interference with the Claimants’ enjoyment of the Land.

VI. RELIEF SOUGHT

26. As a result of the above, the Claimants seek injunctive relief to prevent the apprehended trespasses and nuisance.
27. In addition, the Claimants seek damages for any losses suffered as a result of the unlawful conduct.

VII. IDENTITIES OF THE DEFENDANTS

28. The Claimants are not aware of the identities of any individuals who are likely to carry out direct action on the Land. This is because such direct action has not yet occurred. Even once it occurs, the Claimants would likely be unable to identify the participating individuals unless their details were provided by the police following arrest.

VIII. SERVICE/NOTIFICATION

29. Pursuant to *Wolverhampton CC v London Gypsies & Travellers* [2024] 2 WLR 45, the Claimants are not able to serve Persons Unknown. Rather, the Claimants propose to notify Persons Unknown of the Claim Form, the Application Notice and evidence in support by taking the following steps:

29.1 Uploading a copy onto the following website:

<https://www.londoncityairport.com/corporate/injunction>.

29.2 Sending an email to juststopoil@protonmail.com, juststopoilpress@protonmail.com and info@juststopoil.org stating that a claim has been brought and the application for an interim injunction made, and that the documents can be found at the website referred to above.

29.3 Affixing a notice at those locations marked with an "x" on Plan 1 stating that the claim has been brought and the application for an interim

injunction made, and setting out where these documents can be found and obtained in hard copy.

IX. HUMAN RIGHTS

30. Any reliance by the Defendants or Persons Unknown on their rights to freedom of expression and/or assembly within Articles 10/11 ECHR provides no defence to this claim. Articles 10 and 11 ECHR include no right to trespass on private property and thereby override the rights of private landowners: *DPP v Cuciurean* [2022] 3 WLR 446 (DC), §§40-50; *Ineos Upstream v Persons Unknown* [2019] 4 WLR 100 (CA), §36 (Longmore LJ).

AND THE CLAIMANTS CLAIM

- (1) An order that until 7 June 2027 the Defendants and Persons Unknown must not, without the consent of the Claimants, enter, occupy or remain upon the Land;
- (2) Costs; and,
- (3) Further and/or other relief.

YAASER VANDERMAN

Landmark Chambers

STATEMENT OF TRUTH

The Claimants believe that the facts stated in these particulars of claim are true. The Claimants understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised by the Claimants to sign this statement.



Stuart Sherbrooke Wortley

Partner

Eversheds Sutherland (International) LLP

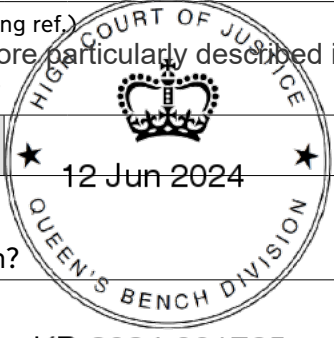
Claimants' solicitor

Application notice

For help in completing this form please read the notes for guidance form N244Notes.

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

Name of court	Claim no.
Fee account no. (if applicable)	Help with Fees – Ref. no. (if applicable)
	H W F - [] [] [] - [] [] []
Warrant no. (if applicable)	
Claimant's name (including ref.) (1) London City Airport Limited (2) Docklands Aviation Group Limited	
Defendant's name (including ref.) Persons Unknown as more particularly described in the Claim Form	
Date	12 Jun 2024



1. What is your name or, if you are a legal representative, the name of your firm?

KB-2024-001765

2. Are you a Claimant Defendant Legal Representative
 Other (please specify)

If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?

4. Have you attached a draft of the order you are applying for? Yes No

5. How do you want to have this application dealt with?
 at a hearing without a hearing
 at a remote hearing

6. How long do you think the hearing will last? Hours Minutes
 Is this time estimate agreed by all parties? Yes No

7. Give details of any fixed trial date or period

8. What level of Judge does your hearing need?

9. Who should be served with this application?

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.

10. What information will you be relying on, in support of your application?

- the attached witness statement
- the statement of case
- the evidence set out in the box below

If necessary, please continue on a separate sheet.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

No

Statement of Truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

- I believe** that the facts stated in section 10 (and any continuation sheets) are true.
- The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature

- Applicant
- Litigation friend (where applicant is a child or a Protected Party)
- Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day

Month

Year

Full name

Name of applicant's legal representative's firm

If signing on behalf of firm or company give position or office held

Applicant's address to which documents should be sent.

Building and street

Second line of address

Town or city

County (optional)

Postcode

--	--	--	--	--	--	--	--

If applicable

Phone number

Fax phone number

DX number

Your Ref.

Email

Party: Claimants
Name: A M Fitzgerald
Number: First
Date: 11.06.24
Exhibits: "AMF1" – "AMF3"

CLAIM NO:

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

**WITNESS STATEMENT OF
ALISON MARIE FITZGERALD**

I ALISON MARIE FITZGERALD of London City Airport, City Aviation House, Royal Docks, London E16 2PB WILL SAY as follows:-

1. I am the Chief Executive Officer of London City Airport and a Director of each of the First and Second Claimant companies.

2. I was appointed as Chief Executive Officer in May 2024. For the previous 7 years, I was the Chief Operating Officer and for around 2 years before that I was the Chief Information Officer.
3. I am responsible for devising and delivering the strategy for London City Airport and for its performance against that strategy. I am also the Accountable Manager for Civil Aviation Authority for issues involving security and safety.
4. As I explain below:-
 - 4.1. Just Stop Oil (an environmental campaign group) is threatening to disrupt operations at British airports during the summer of 2024; and
 - 4.2. the Claimants have decided to apply for an injunction to restrain trespass and nuisance by such protestors at London City Airport on the land described further below.
5. I make this witness statement in support of the Claimants' application for an injunction. I have read a copy of the witness statement of Stuart Sherbrooke Wortley.

LONDON CITY AIRPORT - BUSINESS

6. London City Airport provides facilities to 10 airlines which serve the leisure and business market. We expect to serve around 3.7 million travelling passengers each year. We also operate a "fixed base" operation for private jets.
7. During June and July 2024, we expect to serve between 11,000 and 15,000 travelling passengers each weekday.
8. Our operating hours (for flight departures and arrivals) are:-
 - 06:30 to 22:00 Monday to Friday (08:30 to 22:00 on Bank Holidays);
 - 06:30 to 12:30 on Saturday; and
 - 12:30 to 22:00 on Sunday.
9. The terminal building opens 2 hours ahead of airfield operations (ie at 04:30 Monday to Saturday, at 06:30 on Bank Holidays and at 10:30 on Sunday).

10. I am informed by my finance team that projected daily revenue for the airport in June and July 2024 is around £340,000.

CONSENT TO ENTER THE AIRPORT AND LONDON CITY AIRPORT BYELAWS 1988

11. The nature of London City Airport is such that members of the general public have a licence to enter for the purposes of air travel or directly related purposes (such as dropping-off and picking-up those who are travelling). Individuals do not generally have a licence to enter for other purposes. They certainly have no licence to enter for the purpose of carrying out a protest or direct action. That much is obvious from the fact that such conduct may actively interfere with (and deliberately so) the primary activity of the airport.
12. Moreover, everyone who visits London City Airport (including employees and members of the public) is subject to the London City Airport Byelaws 1988 ("the Byelaws"). The Byelaws record the fact that these were effective from 1 September 1988 after being confirmed on behalf of the Secretary of State for the Department of Transport. A copy of the Byelaws is attached to this statement marked "**AMF1**".
13. The Byelaws were made under s.63 of the Airports Act 1986. Section 64 of the Airports Act 1986 provides that any person contravening any byelaws made under s.63 commits a criminal offence in doing so and is liable on summary conviction to a fine.
14. In headline terms, the Byelaws set out acts which are prohibited and others for which permission is required.
15. From time to time our security team (and the Metropolitan Police) employ Byelaw 3(11) to instruct to individuals to leave the airport in circumstances when they have been identified as acting unusually or suspiciously (ie not in a manner that we would expect from someone using or visiting the airport for legitimate purposes) by staff either in person or on our CCTV system. This Byelaw provides as follows:-

"No person shall remain on the airport, or any part thereof, after having been requested by [London City Airport Limited] or a constable to leave"

16. Other potentially relevant Byelaws include the following:-

3(9)	<i>"No person shall affix bills, posters or stickers upon any wall, structure, floor or pavement or any surface forming part of, or used in relation to, the airport."</i>
3(12)	<i>"No person shall enter the airport except as a bona fide airline passenger, whilst having been prohibited from entering by LCA or a constable."</i>
3(13)	<i>"No person shall in the airport: (a) intentionally obstruct any officer of LCA in the proper execution of his duties; (b) intentionally obstruct any person carrying out an act which is necessary to the proper execution of any contract with LCA; or (c) intentionally obstruct any other person in the proper use of the airport, or behave so as to give reasonable grounds for annoyance to other persons in the airport."</i>
4(3)	<i>"No person on foot, or whilst driving or propelling a vehicle, shall, except in the case of any emergency, neglect, fail or refuse to comply with an indication or direction given by a constable or LCA or by a notice or sign exhibited by order of LCA."</i>
5(6)	<i>"No person shall fail to comply with any notice prohibiting or restricting access to any building, road or any part of the airport."</i>
5(7)	<i>"No person shall climb any wall, fence, barrier, railing or post."</i>
5(15)	<i>"No person shall post, distribute or display signs, advertisements, circulars or other printed or written matter."</i>
7(1)	<i>"No person shall enter or climb upon, or attempt to enter or climb upon, any part of any aircraft without the authority of the person in charge of it or otherwise without lawful authority or reasonable cause or excuse."</i>
9(1)	<i>"A person shall, if so requested by a constable, state his correct name and address and the purpose of his being on the airport."</i>

17. To avoid any doubt, on 10 June 2024, the First Claimant put a notice on the page on its website where the Byelaws are recorded and affixed printed copies of this notice in each of the 10 locations shown with an "X" on Plan 1 (except the airport landing lights which are not accessible to the public). The relevant part of the notice was as follows:-

"Members of the public do not have consent to enter or remain at London City Airport for the purpose of carrying out a protest or taking part in any demonstration, procession or public assembly. For the avoidance of any doubt, any individual entering London City Airport for the purposes of carrying out a protest or taking part in any demonstration, procession or public assembly has no licence to do so and is a trespasser. Moreover, pursuant to Byelaw 3(12) of the London City Airport Byelaws 1988, breach of which is a criminal offence, all persons intending to enter London City Airport in order to undertake a protest or to take part in any demonstration, procession or public assembly are prohibited from doing so."

18. Photographs of some of these notices are attached to this statement marked **"AMF2"**.

2019 DISRUPTION AT LONDON CITY AIRPORT

19. In October 2019, Extinction Rebellion undertook a series of climate change protests in the United Kingdom.
20. The fourth day of action focussed on London City Airport and included the following:-
 - 20.1. around 400 protestors blocked the main entrance to the airport (but our security team was able to keep almost all of them out of the Main Terminal Building);
 - 20.2. a large number of protestors occupied the DLR station (and a number super-glued themselves to the floor at the exit). As a result of this, for a period of time during the protest:-
 - 20.2.1. DLR trains were unable to stop at the DLR station;
 - 20.2.2. we were forced to (a) close access from the DLR station to the airport; and (b) re-route passengers via a local housing estate to the front of the Main Terminal Building (passing directly through the main area of protest activity) to enable passengers to access the check in area;
 - 20.3. some protestors glued themselves to the boarding card readers (forcing passengers to use other boarding card readers in order to enter the security section of the airport);
 - 20.4. 2 protestors climbed onto the glass roof of the Main Terminal Building;

- 20.5. James Brown (a partially sighted former Irish paralympic athlete) with a British Airways ticket to Amsterdam climbed on the aircraft (whilst pretending to board) and used superglue to affix himself to the top of the aircraft. He livestreamed this incident through social media until he was removed by the airport's rescue and fire-fighting service after around 1 hour; and
- 20.6. on another aircraft, a protestor removed his seat belt and stood up as the aircraft was preparing for take-off and refused to return to his seat. This action forced the pilot to abandon the take-off until the individual was removed from the aircraft.
21. That day around 50 people were arrested. Of those, 5 individuals were charged with aggravated trespass (including the 2 who climbed onto the roof of the terminal building) and Mr Brown was charged with causing a public nuisance.
22. In January 2020, Deputy District Judge Vincent McDade dismissed the aggravated trespass charges in the London Magistrates Court (owing to a prosecution witness from the Metropolitan Police being unavailable to attend trial for cross-examination).
23. In September 2021, Mr Brown was convicted of causing public nuisance in Southwark Crown Court and sentenced to 12 months imprisonment (which was reduced on appeal to 4 months).
24. Fortunately only 2 flights were cancelled that day but several others were delayed. Even so, the disruption to our customers was significant and the airport's losses were estimated at around £279,000. This sum comprises around £152,000 for the cost of additional security personnel, equipment and ancillary services (including an emergency vehicle recovery service), around £100,000 for the cost of policing (which we pay for) and around £27,000 in lost revenue.
25. Copies of the following media articles covering the protest and Mr Brown's sentencing are attached to this statement marked **"AMF3"**.

<https://www.theguardian.com/environment/2019/oct/10/extinction-rebellion-protesters-arrested-at-london-city-airport>

<https://www.theguardian.com/environment/2021/sep/24/judge-issues-protest-warning-as-paralympian-jailed-for-plane-stunt>

<https://www.standard.co.uk/news/uk/james-brown-british-airways-london-city-airport-extinction-rebellion-exeter-b976800.html>

26. I am informed by our security team that since the incident on 2019, there have been several incidents of suspected hostile reconnaissance (we assume by environmental protestors). Members of our security team are trained to spot individuals who are behaving unusually. A typical example would involve someone who is not travelling through the airport and who is observed taking photographs of parts of the airport (or of airport buildings) for no obviously good reason.

HEALTH AND SAFETY ISSUES

27. I and my colleagues are responsible for the well-being of our staff and passengers who use London City Airport. Having been targeted by Extinction Rebellion in October 2019 we are concerned to take steps to avoid / minimise the risks associated with any protest.
28. There are a number of unusual features of London City Airport which make it an obvious target for protestors including environmental protestors. These include the following:-
- 28.1. the airport is close to the centre of London (and therefore easily accessible);
 - 28.2. the runway is immediately adjacent to (and accessible directly from) Royal Albert Dock and King George V Dock;
 - 28.3. the distance between the Main Terminal Building and the runway is short; and
 - 28.4. there are no physical barriers between the Main Terminal Building and the aircraft stands (such as air-bridges which most airports use and which provide an useful means of preventing trespass by protestors).
29. Given that we do not have air bridges, all passenger movements between the terminal building and the aircraft stands (which involve crossing the access road which is used by multiple vehicles which service the airport) are carefully supervised by our ground-staff.
30. The risks associated with a protest on the taxiway / runway are self-evident:-

- 30.1. protestors who are not being supervised by our ground-staff will be unaware of many of the hazards associated with airports and the precise nature of the dangers (for example) of being too close to a jet engine. All of our ground-staff are obviously trained in airport health and safety issues;
 - 30.2. pilots engaged in landing, departing or moving aircraft will not be expecting protestors on or near the taxiway / runway and may have to take evasive action in an attempt to avoid injuring protestors (which action may put others at risk of injury);
 - 30.3. all movements on the taxiway / runway are managed by air traffic control. Whilst air traffic control are able to communicate with pilots and ground-staff they would have no means of communicating with protestors;
 - 30.4. drivers of vehicles on the access road between the terminal building and the aircraft stands will not be expecting protestors on or near the access road and may have to take evasive action in an attempt to avoid injuring protestors (which action may put others at risk of injury); and
 - 30.5. the emergency services and our own rescue and fire-fighting team may have to put themselves at risk in order to remove and / or rescue protestors. In paragraph 20 above I have referred to an incident in which protestors climbed on top of the glass roof of the Main Terminal building and in which James Brown climbed on top of an aircraft. The risks associate with falling from height include catastrophic injury and death.
31. All of these risks are heightened at London City Airport given the unusual features of the airport described in paragraph 28.
 32. London City Airport is a potential target for terrorist activity (which explains why the airport is routinely patrolled by police carrying firearms). It goes without saying that any protest at London City Airport would be a distraction for the police and our security team which are constantly undertaking counter-terrorism work to keep members of the public safe.

GENUINE FEAR OF DISRUPTION

33. Having regard to the factors set out below the Claimants' directors have concluded that it is appropriate to seek a "without notice" injunction to restrain unlawful disruption at London City Airport:-

33.1. JSO's track record of protest (including against the major oil companies in 2022);

33.2. JSO's threats of a protest targeting British airports this summer (including the threat in The Evening Standard on 21 April 2023 referred to in Mr Wortley's statement to cause "*disruption on a scale which has never been seen before*");

33.3. the unusual features of London City Airport which make it an obvious target described in paragraph 28;

33.4. the fact that JSO is very unlikely to make any public announcement in advance of the location and date / time of any airport protest;

33.5. the unannounced protest by Extinction Rebellion protest at Farnborough Airport on Sunday 2 June 2024;

33.6. there was also an unannounced protest at Munich Airport on 18 May 2024 in which (according to media reports) several individuals glued themselves to the runway resulting in the cancellation of 50 flights and the diversion of another 11 flights.

34. In seeking such an injunction the Claimants' directors:-

34.1. do not seek to stifle debate concerning climate issues;

34.2. acknowledge and respect the fact that in the United Kingdom all individuals enjoy:-

34.2.1. freedom of speech; and

34.2.2. freedom of assembly on public (as opposed to private) land;

34.3. merely wish to ensure that there are no health and safety issues at London City Airport and that our operations are not disrupted by unlawful behaviour (particularly in the light of our experience in October 2019).

METROPOLITAN POLICE ADVICE

35. I am informed by Ian Cowie (Director of Customer Operations) that during meetings with senior officers of the Metropolitan Police on 8 and 20 May 2024, we were advised to consider apply for a civil injunction.

THE BALANCE OF CONVENIENCE / COMPELLING JUSTIFICATION

36. The Claimants consider that:-

36.1. unless an injunction is granted, there is a serious risk of disruption at London City Airport this summer. As noted above, it is very unlikely that JSO will make a public announcement concerning the location, time / date of its protest;

36.2. London City Airport is an obvious target for protestors given that it has been targeted before and given the factors referred to in paragraph [24] above;

36.3. damages would not be an adequate remedy for the Claimants having regard to:-

36.3.1. the health and safety risks to our passengers, staff, the emergency services and the protestors themselves referred to above;

36.3.2. the disruption to passengers arising from outbound flights having to be cancelled / delayed;

36.3.3. the disruption to passengers arising from inbound flights having to be diverted to other airports which is challenging during busy summer periods when other airport's ability to accept additional traffic is limited;

36.3.4. the consequential risk of financial loss;

- 36.3.5. the fact that the Defendants are a class of unknown individuals – but even if individual protestors could be identified they would almost certainly be unable to meet any award of damages;
- 36.4. conversely, since the Order which the Claimants seek is only to prevent unlawful activity, there is no question of anyone in the class of Persons Unknown suffering any actionable loss or needing compensation in damages; and
- 36.5. the grant of an injunction to restrain disruption would provide an effective deterrent for activists who might otherwise contemplate direct action (given that the breach of such an Order would carry the risk of imprisonment for contempt of court). The experience of injunctions being granted to the major oil companies and to National Highways referred to above suggests that injunctions are an effective tool to prevent unlawful behaviour.
37. I respectfully suggest that these same factors demonstrate that there is a compelling need for an injunction to restrain unlawful trespass and nuisance at London City Airport.

CROSS-UNDERTAKING IN DAMAGES

38. Although I cannot foresee any way in which anyone affected by the injunction could suffer loss or damage, I am authorised on behalf of the Claimants to provide the necessary cross-undertaking to pay any sum which the Court considers appropriate to compensate anyone affected by the proposed injunction if it is subsequently determined that the Claimants are not entitled to the order which they seek.
39. The audited accounts for the Claimants year ending 31 December 2022 show the following:-

	For the year ending 31.12.22		Balance Sheet as at 31.12.22
	Revenue	Profit	
First Claimant	£85.0 million	(£3.3 million)	£115 million
Second Claimant	£22.7 million	£17.5 million	£345 million

I believe that the facts stated in this Witness Statement and Exhibits are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised to make this statement on behalf of the Claimants.



Alison Marie FitzGerald

11 June 2024

IN THE HIGH COURT OF JUSTICE

CLAIM NO:

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

AMF1

This is the exhibit marked "AMF1" referred to in the witness statement of Alison Marie Fitzgerald

LONDON CITY AIRPORT LIMITED

LONDON CITY AIRPORT

BYELAWS 1988

THE LONDON CITY AIRPORT BYELAWS 1988

London City Airport Limited, in exercise of the powers conferred on it by Section 63 of the Airports Act, 1986 and Section 37 of the Criminal Justice Act, 1982 and of all other powers enabling it in that behalf, hereby makes the following byelaws which shall apply within London City Airport:-

1 Interpretation

(1) In these byelaws:-

“the airport” means the aerodrome known as London City Airport;

“authorised standing” means that part of the airport indicated by the sign “authorised standing for taxis”;

“LCA” means London City Airport Limited and where the context so requires references in these byelaws to LCA shall include a reference to any person engaged (whether by employment or otherwise) by LCA;

“notice” means any notice erected by or on behalf of LCA;

“road traffic enactments” has the same meaning as in Section 63(3) of the Airports Act 1986;

“taxi” means a hackney carriage licensed under Section 6 of the Metropolitan Public Carriage Act, 1969;

“taxi feeder park” means that part of the airport indicated by the sign “taxi feeder park”;

“vehicle” does not include an aircraft.

(2) These byelaws may be cited as the London City Airport Byelaws 1988.

2 Penalties

Any person contravening any of the following byelaws shall be liable on summary conviction to a fine which, in respect of a contravention of byelaws 3(4) to 3(7) inclusive, 4(1), 4(6), 4(8), 5(2), 5(15) and 7(1), shall not in each case exceed £1,000 and which, in respect of a contravention of any other byelaw, shall not exceed £400.

3 Prohibited acts

- (1) No person shall without reasonable excuse place an aircraft other than in the place and position designated by LCA.
- (2) No person shall without reasonable excuse fail to moor properly or otherwise secure any stationary aircraft which is not in a hangar.
- (3) No person shall, except in the case of any emergency, intentionally operate any switch or lever of any escalator, travolator, lift or any other automatic conveyance for passengers upon or near which is displayed a notice stating that it is intended only to be operated in case of emergency.
- (4) No person shall tamper or interfere with or misuse any apparatus provided for transmitting and receiving messages or other telecommunications apparatus provided for the use of the airport.
- (5) No person shall smoke or bring a naked light into or light any naked light in:
 - (a) any place where any such act is prohibited by notice; or
 - (b) any place within fifty feet of any aircraft or a store of liquid fuel or explosives.
- (6) No person shall operate or use any radio transmitter or other thing capable of radiating electrical interference, in such a way as to prejudice, or be likely to prejudice, the operation of any communications or navigation systems at the airport.
- (7) No person shall knowingly give a false fire, ambulance, bomb or other emergency alarm by any means.
- (8) No person shall allow any vehicle, animal or thing to be on the airport or any part thereof after its presence on the airport has been forbidden by a constable or LCA or after having been required by a constable or LCA to remove it.
- (9) No person shall affix bills, posters or stickers upon any wall, structure, floor or pavement or any surface forming part of, or used in relation to, the airport.
- (10) (a) No person shall, without reasonable excuse, permit a dog to enter or remain on any part of the airport unless the dog is held on a lead and is restrained from behaviour giving reasonable grounds for annoyance.

- (b) Notice of the effect of this byelaw shall be given by signs placed in conspicuous positions on the approaches to the airport.
- (11) No person shall remain on the airport, or any part thereof, after having been requested by LCA or a constable to leave.
- (12) No person shall enter the airport except as a bona fide airline passenger, whilst having been prohibited from entering by LCA or a constable.
- (13) No person shall in the airport:
 - (a) intentionally obstruct any officer of LCA in the proper execution of his duties;
 - (b) intentionally obstruct any person carrying out an act which is necessary to the proper execution of any contract with LCA; or
 - (c) intentionally obstruct any other person in the proper use of the airport, or behave so as to give reasonable grounds for annoyance to other persons in the airport.

4 Prohibited acts on parts of the airport to which the road traffic enactments do not apply

The following prohibitions apply on any part of the airport to which the road traffic enactments do not apply:-

- (1) No person shall:
 - (a) drive a vehicle recklessly; or
 - (b) drive a vehicle without due care and attention, or without reasonable consideration for other persons using that part of the airport.
- (2) No person shall use, cause or permit to be used, any vehicle or trailer for any purpose for which it is so unsuitable as to cause, or be likely to cause, danger to any person.
- (3) No person on foot, or whilst driving or propelling a vehicle, shall, except in the case of any emergency, neglect, fail or refuse to comply with an indication or direction given by a constable or LCA or by a notice or sign exhibited by order of LCA.

- (4) No person shall, except in the case of any emergency, leave or park a vehicle or cause it to wait for a period in excess of the permitted time in any area where the period of waiting is restricted by notice.
- (5) No person in charge of a vehicle or trailer shall, except in the case of any emergency, cause or permit the vehicle or trailer to stand so as to cause any unnecessary obstruction, or so as to be likely to cause danger to person or property.
- (6) No person shall use, cause or permit to be used any vehicles failing to comply in any way with the braking, steering, and electrical requirements which apply to that type of vehicle when on a road to which the road traffic enactments do apply, including the maintenance and adjustment of the brakes and steering gear.
- (7) No person shall use, cause or permit to be used any vehicle unless the fuel and exhaust systems are at all times such that no danger is caused or is likely to be caused to persons or property.
- (8) No person shall use, cause or permit to be used:
 - (a) any vehicle unless such vehicle, every trailer drawn thereby and all parts and accessories of such vehicle and trailer are at all times in such condition, and the number of passengers carried by such vehicle or trailer, the manner in which any passengers are carried in or on such vehicle or trailer, and the weight, distribution, packing and adjustment of the load of such vehicle or trailer are at all times such that no danger is caused or is likely to be caused to any person in or on such vehicle or trailer or on the airport;

or

 - (b) any vehicle unless the load carried by such vehicle or trailer drawn thereby is at all times so secure, if necessary by physical restraint other than its own weight, and is in such a position, that neither danger nor nuisance is likely to be caused to any person or property by reason of the load or any part thereof falling or being blown from such vehicle or trailer, or by reason of any other movement of the load or any part thereof in relation to such vehicle or trailer.

- (9) No person shall, except in the case of an emergency, cause or permit any vehicle, trailer, aircraft servicing equipment or persons to enter that part of the airport licensed for the surface movement of aircraft including the Manoeuvring Area, Aprons and any part of the airport provided for the maintenance of aircraft except those parts specifically designated by LCA for use by such vehicle, trailer or aircraft servicing equipment or persons.

5 Acts for which permission is required

The following prohibitions apply unless the permission of LCA has first been obtained or unless the act is performed by a person acting with lawful authority or excuse in circumstances in which the obtaining of permission would be likely to hinder that person in so acting:-

- (1) No person shall take a vehicle into a hangar used for the maintenance or storage of aircraft.
- (2) No person shall run an aircraft engine in a hangar or in an area other than that designated by LCA.
- (3) No person shall clean, service or maintain aircraft, vehicles or equipment in areas other than those designated by LCA.
- (4) No person shall light a fire on the airport, or place or throw or let fall a lighted match or any other thing so as to be likely to cause a fire.
- (5) No person shall fill or discharge from any container, including any part of a vehicle, liquid fuel elsewhere than in a place approved for the purpose by LCA.
- (6) No person shall fail to comply with any notice prohibiting or restricting access to any building, road or any part of the airport.
- (7) No person shall climb any wall, fence, barrier, railing or post.
- (8) No person shall be operating or causing or suffering to be operated any wireless set, gramophone, amplifier, tape recorder or similar instrument or any musical instrument make, cause or suffer to be made any noise which is so loud or so continuous or repeated as to give reasonable cause for annoyance to other persons on the airport.
- (9) No person shall erect or use any apparatus for transmission, receipt, recording, reproduction or amplification of sound, speech or images.

- (10) No person shall graze animals.
- (11) No person shall remove, displace or alter any structure or other property (including any notice) forming part of or provided for or in connection with the airport or erect or place on any part of the airport any such structure or property.
- (12) No person shall enter or leave the airport otherwise than through a gate or entrance for the time being provided by LCA for that purpose.
- (13) No person shall enter any part of the airport to which the members of the public are not for the time being admitted.
- (14) No person shall carry on a business, sell or distribute anything, offer anything for sale or hire or make any offer of services for reward.
- (15) No person shall post, distribute or display signs, advertisements, circulars or other printed or written matter.
- (16) No person shall beg or solicit funds or contributions of any kind.

6 Acts for which permission is required on parts of the airport to which the road traffic enactments do not apply

The following prohibitions apply on any part of the airport to which the road traffic enactments do not apply unless the permission of LCA has first been obtained or unless the act is performed by a person acting with lawful authority or excuse in circumstances in which the obtaining of permission would be likely to hinder that person in so acting:-

- (1) No person shall drive or place a vehicle elsewhere than in a place provided for the passage or accommodation of such vehicle.
- (2) No person shall drive or leave any vehicle failing to comply in any way with the lighting requirements which apply to those parts of the airport to which the road traffic enactments do apply.

7 Other acts requiring lawful authority or reasonable cause or excuse

- (1) No person shall tamper with any aircraft or anything used in connection with any aircraft without lawful authority or reasonable cause or excuse.

- (2) No person shall tamper with or misuse, or attempt to tamper with or misuse, any lift, escalator, travolator, conveyor belt, power-operated gangway, or any mechanical, electrical or electronic apparatus without lawful authority or reasonable cause or excuse.
- (3) No person shall enter or climb upon, or attempt to enter or climb upon, any part of any aircraft without the authority of the person in charge of it or otherwise without lawful authority or reasonable cause or excuse.
- (3) No person shall enter or get on or attempt to enter or get on any vehicle, truck, trolley or aircraft steps or tamper with the brake or other part of its mechanism without lawful authority or reasonable cause or excuse.

8 Taxis

- (1) No person shall cause or permit a taxi to ply for hire or load passengers other than at an authorised standing provided that it shall not be an offence to load passengers, with the consent of a constable or LCA, at any distance from such authorised standings.
- (2) No person shall without reasonable excuse cause or permit any vehicle other than a taxi to stand on an authorised standing.
- (3) No person shall drive a taxi on to an authorised standing without having first driven through a taxi feeder park.
- (4) No person shall without reasonable excuse cause or permit a taxi to stand on an authorised standing in excess of the maximum permitted number as indicated by a notice at the head of the authorised standing.
- (5) No taxi driver on an authorised standing or any portion thereof shall without reasonable excuse not be with his taxi and available and willing to be hired immediately.
- (6) No person shall without reasonable excuse or without the permission of LCA leave his taxi on a taxi feeder park or portion thereof unless willing to be despatched immediately to an authorised standing.
- (7) No driver shall without reasonable excuse fail to move up his taxi on an authorised standing or taxi feeder park by filling vacancies as they occur.

- (8) Disabled taxis shall not be left by their drivers on an authorised standing or taxi feeder park longer than is reasonably necessary to effect removal unless such disablement is temporary and is remedied without delay.
- (9) Taxi drivers shall ensure that their taxis do not obstruct the carriageway, footpath or buildings or give reasonable grounds for annoyance to persons in the vicinity.
- (10) No person shall wash down or clean out a taxi on an authorised standing.
- (11) No taxi driver who is for the time being in a taxi feeder park shall without reasonable excuse fail to comply with such directions for ensuring good order and an orderly movement of traffic within that taxi feeder park as may be given by a constable, a traffic warden in uniform or LCA.
- (12) No taxi driver who is for the time being in a taxi feeder park shall without reasonable excuse fail to:
 - (a) leave the taxi feeder park by an exit for the time being designated for that purpose and in the order in which he entered immediately he is required to do so by a constable, traffic warden in uniform or LCA in order to fill vacancies as soon as they occur on an authorised standing; and
 - (b) accept such ticket or other token specifying the authorised standing to which he shall proceed as may be given to him by a constable, traffic warden in uniform or LCA;

provided that nothing in this byelaw shall apply to anything done at the direction of, or with the consent of a constable, traffic warden in uniform or LCA.

- (13) Taxi drivers, who having left a taxi feeder park and accepted a ticket or other token specifying the authorised standing to which they shall proceed, shall, without delay, drive their taxis on to that authorised standing and shall surrender such ticket or other token to a constable, traffic warden in uniform or LCA when requested to do so and shall not subsequently transfer their taxis to any other authorised standing unless the consent of a constable, traffic warden in uniform or LCA has first been obtained.

- (14) No person shall drive or cause or permit to be driven into the taxi feeder park more than one taxi and no person who has driven a taxi onto the airport shall while that taxi remains on the airport, drive or cause or permit to be driven another taxi onto the airport.

9 **General**

- (1) A person shall, if so requested by a constable, state his correct name and address and the purpose of his being on the airport.
- (2) In any case where, on a part of the airport to which the road traffic enactments do not apply, an accident occurs which results in personal injury to another person and following which the driver does not produce a Certificate of Insurance or security, or such other evidence as is mentioned in paragraph (i) of Section 162(1) of the Road Traffic Act 1972, the driver of any vehicle involved shall stop, give his name and address, those of the owner and the identification marks of the vehicle and details of the accident to a constable as soon as reasonably practicable and in any event before leaving the airport.
- (3) In any case where, on a part of the airport to which the road traffic enactments do not apply, an accident occurs which does not result in personal injury to another person or which does result in personal injury to another person but following which the driver produces a Certificate of Insurance or security, or such other evidence as is mentioned in paragraph (i) or Section 162(1) of the Road Traffic Act 1972, the driver of any vehicle involved shall stop, give his name and address, those of the owner and the identification marks of the vehicle and details of the accident to LCA as soon as reasonably practicable and in any event before leaving the airport.

THE COMMON SEAL of
LONDON CITY AIRPORT LIMITED
was hereunto affixed in
the presence of:-

W. M. Lindsell
Director

T. D. Kenny
Secretary

20 June 1988

The foregoing byelaws are hereby confirmed by the Secretary of State for
Transport and shall come into operation on 1st September 1988.

D. S. Evans

Signed by authority of
The Secretary of State

An Assistant Secretary in
the Department of Transport

4 August 1988

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

CLAIM NO:

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

AMF2

This is the exhibit marked "AMF2" referred to in the witness statement of Alison Marie Fitzgerald

Londoncityairport.com

LONDON CITY AIRPORT

Supplementary Notice to London City Airport Bylaws 1985

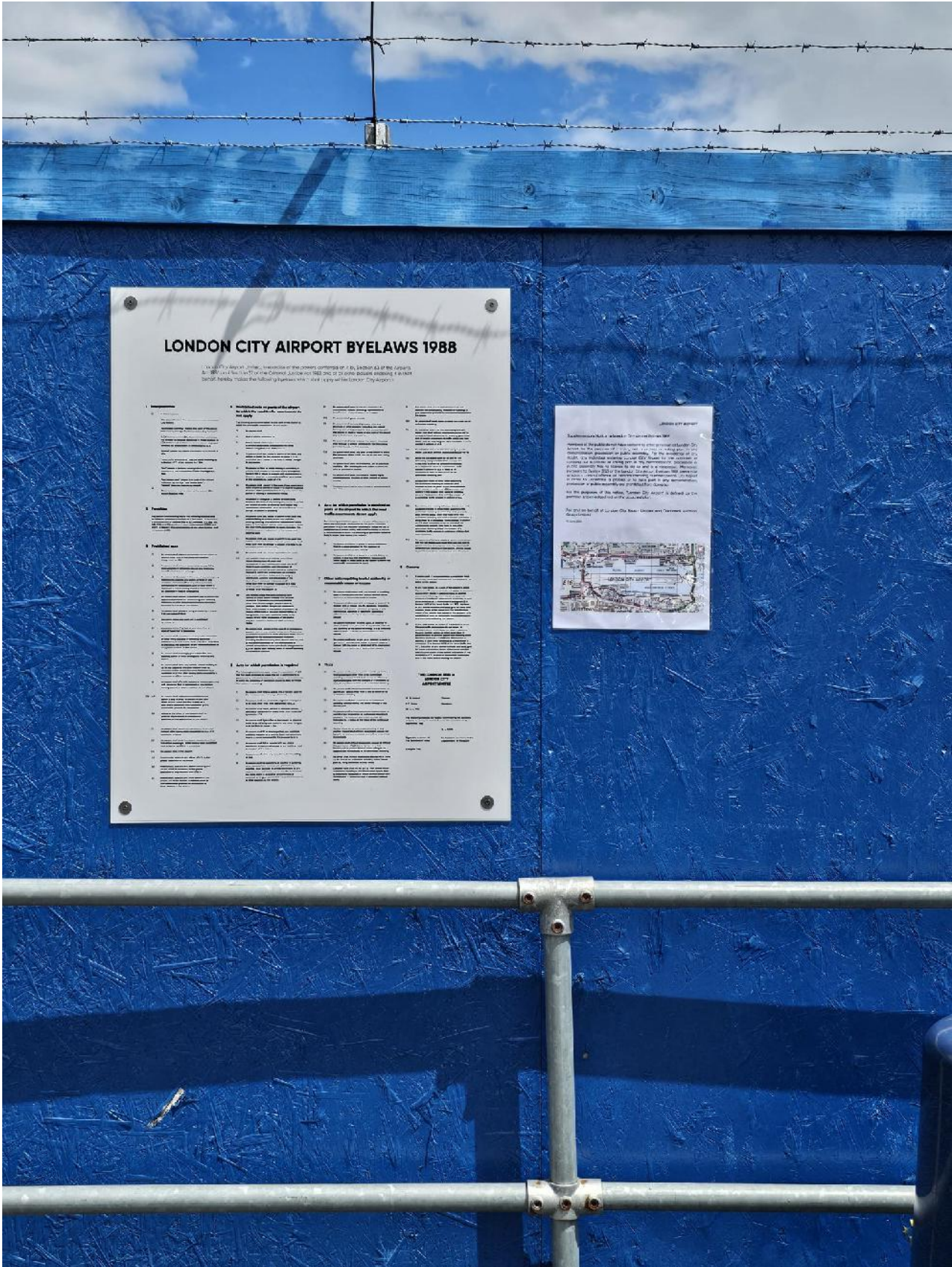
Members of the public do not have consent to enter or land at London City Airport for the purpose of carrying out a protest or taking part in any demonstration, procession or public assembly. For the avoidance of any doubt, any individual entering London City Airport for the purposes of carrying out a protest or taking part in any demonstration, procession or public assembly has no licence to do so and is a trespasser. Moreover, pursuant to Bylaw 31(2) of the London City Airport Bylaws 1985, in cases of which is a criminal offence, persons intending to use London City Airport in order to undertake a protest or to take part in any demonstration, procession or public assembly are prohibited from doing so.

For the purposes of this notice, 'London City Airport' is defined as the premises shown edged red on the attached plan.

For and on behalf of London City Airport Limited and Docklands Aviation Group Limited

17 April 2016





LONDON CITY AIRPORT BYELAWS 1988

The City of London (City) is a collection of the powers conferred on it by sections 43 of the Airports Act 1987 and 10(1) of the Greater London Act 1964 and of all other powers relating to it which are not excluded by the London Airport Act 1988.

- 1. Interpretation
- 2. Provisions
- 3. Prohibited acts
- 4. Acts for which permission is required
- 5. Other information
- 6. Revocation
- 7. Minor amendments
- 8. General

LONDON CITY AIRPORT

Subsidiary to the London City Airport Limited

London City Airport is a public airport situated in the London Borough of Newham, London. It is the only airport in the City of London. The airport is situated on the eastern side of the River Thames, between the London Boroughs of Newham and Tower Hamlets. It is situated on the site of the former London City Dock, which was built in the 19th century. The airport is situated on the site of the former London City Dock, which was built in the 19th century. The airport is situated on the site of the former London City Dock, which was built in the 19th century.

Thank you for using Docklands Li



LONDON CITY AIRPORT

Check-in here

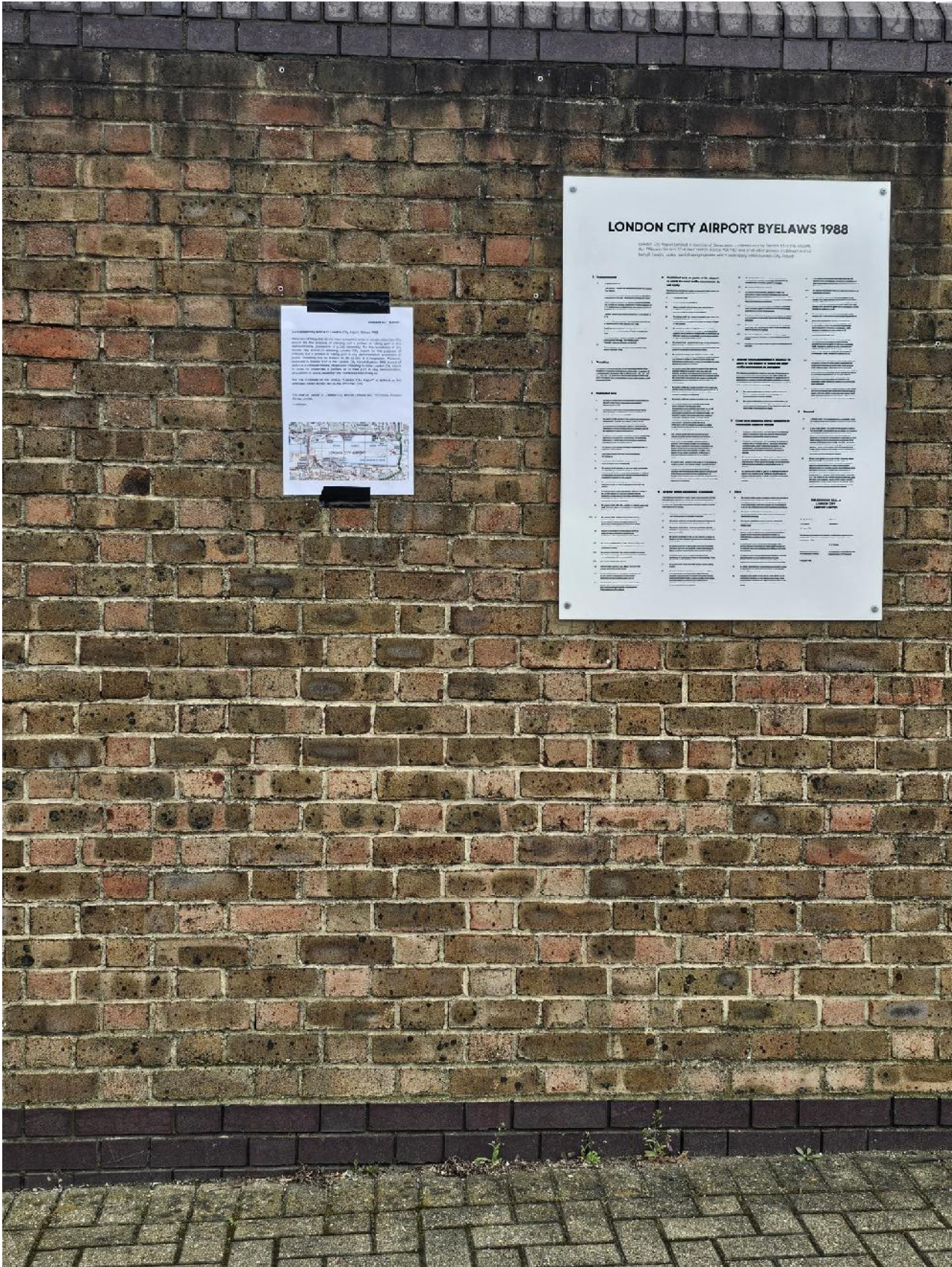
London City Airport is a public airport in London, England. It is the only airport in London to be located in the city centre. The airport is situated on the eastern side of the city, between the River Thames and the Docklands area. It is a major hub for British Airways and easyJet, and is also served by several other airlines. The airport is a popular choice for business travellers and tourists alike, due to its central location and excellent transport links.

The airport is a public airport and is subject to the same rules and regulations as all other airports. It is important to follow the instructions of the staff and to be aware of the security procedures. The airport is a busy place and it is important to be patient and to follow the queueing system. The airport is a public airport and it is important to be aware of the security procedures. The airport is a busy place and it is important to be patient and to follow the queueing system.

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No Smoking

It is against the law to smoke in these premises



LONDON CITY AIRPORT BYELAWS 1988

WHEREAS the London City Airport is situated in the City of London and is licensed to the British Airports Authority Limited under the provisions of the Airports Act 1966 and the Airports Act 1974 and it is expedient that the London City Airport should be managed in accordance with the provisions of the London City Airport Byelaws 1988

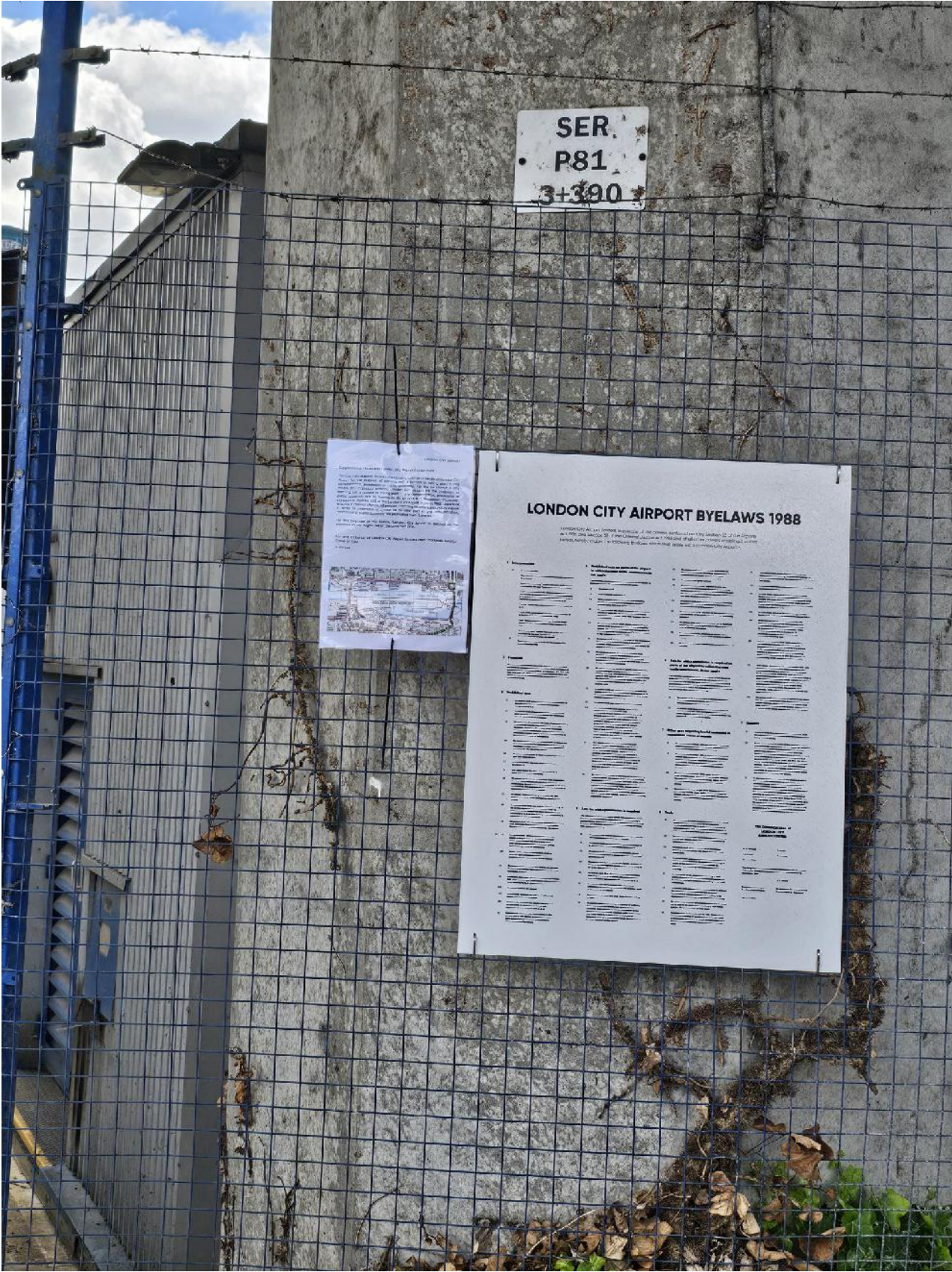
- 1. Interpretation
- 2. General Provisions
- 3. Access to the Airport
- 4. Security
- 5. Prohibited Activities
- 6. Prohibited Aircraft
- 7. Prohibited Operations
- 8. Prohibited Persons
- 9. Prohibited Animals
- 10. Prohibited Objects
- 11. Prohibited Signs
- 12. Prohibited Sounds
- 13. Prohibited Lights
- 14. Prohibited Emissions
- 15. Prohibited Interference
- 16. Prohibited Obstruction
- 17. Prohibited Damage
- 18. Prohibited Nuisance
- 19. Prohibited Pollution
- 20. Prohibited Harassment
- 21. Prohibited Discrimination
- 22. Prohibited Unlawful Acts
- 23. Prohibited Unlawful Omissions
- 24. Prohibited Unlawful Intent
- 25. Prohibited Unlawful Motives
- 26. Prohibited Unlawful Consequences
- 27. Prohibited Unlawful Results
- 28. Prohibited Unlawful Effects
- 29. Prohibited Unlawful Impacts
- 30. Prohibited Unlawful Outcomes
- 31. Prohibited Unlawful Incidents
- 32. Prohibited Unlawful Events
- 33. Prohibited Unlawful Occurrences
- 34. Prohibited Unlawful Situations
- 35. Prohibited Unlawful Circumstances
- 36. Prohibited Unlawful Conditions
- 37. Prohibited Unlawful States of Affairs
- 38. Prohibited Unlawful Positions
- 39. Prohibited Unlawful Stances
- 40. Prohibited Unlawful Attitudes
- 41. Prohibited Unlawful Moods
- 42. Prohibited Unlawful Feelings
- 43. Prohibited Unlawful Emotions
- 44. Prohibited Unlawful Sentiments
- 45. Prohibited Unlawful Impressions
- 46. Prohibited Unlawful Perceptions
- 47. Prohibited Unlawful Conceptions
- 48. Prohibited Unlawful Notions
- 49. Prohibited Unlawful Ideas
- 50. Prohibited Unlawful Concepts
- 51. Prohibited Unlawful Principles
- 52. Prohibited Unlawful Doctrines
- 53. Prohibited Unlawful Theories
- 54. Prohibited Unlawful Systems
- 55. Prohibited Unlawful Methods
- 56. Prohibited Unlawful Techniques
- 57. Prohibited Unlawful Procedures
- 58. Prohibited Unlawful Processes
- 59. Prohibited Unlawful Operations
- 60. Prohibited Unlawful Activities
- 61. Prohibited Unlawful Enterprises
- 62. Prohibited Unlawful Occupations
- 63. Prohibited Unlawful Professions
- 64. Prohibited Unlawful Trades
- 65. Prohibited Unlawful Businesses
- 66. Prohibited Unlawful Industries
- 67. Prohibited Unlawful Occupations
- 68. Prohibited Unlawful Callings
- 69. Prohibited Unlawful Services
- 70. Prohibited Unlawful Occupations
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- 80. Prohibited Unlawful Occupations











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3+390

LONDON CITY AIRPORT BYELAWS 1988
The London City Airport Byelaws 1988 are a set of rules that govern the use of the airport. They cover a wide range of issues, including the use of the airfield, the construction of buildings, and the operation of aircraft. The byelaws are designed to ensure the safe and efficient operation of the airport and to protect the interests of the airport's users.

LONDON CITY AIRPORT BYELAWS 1988
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IN THE HIGH COURT OF JUSTICE

CLAIM NO:

KING'S BENCH DIVISION

B E T W E E N

(1) LONDON CITY AIRPORT LIMITED

(2) DOCKLANDS AVIATION GROUP LIMITED

Claimants

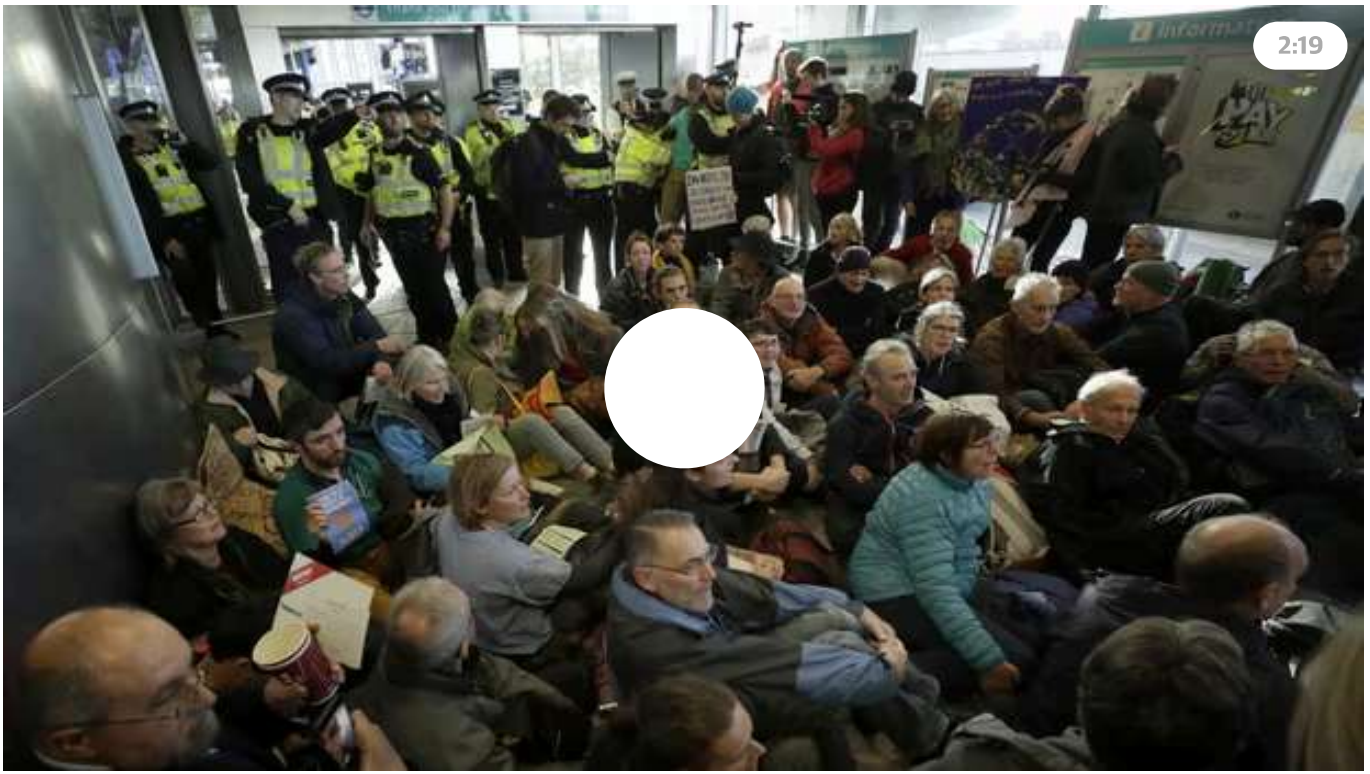
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ATTACHED PLAN 1) BUT EXCLUDING THOSE AREAS OF LAND AS FURTHER
DEFINED IN THE CLAIM FORM**

Defendant

AMF3

This is the exhibit marked "AMF3" referred to in the witness statement of Alison Marie Fitzgerald



▶ Activist climbs plane as Extinction Rebellion takes protest to London airport - video

UK news

🕒 This article is more than 4 years old

Extinction Rebellion arrests pass 1,100 in week of protests

Fifty arrested at City airport in London, including a former Paralympian who climbed on top of a BA aircraft

Damien Gayle and Ben Quinn

Thu 10 Oct 2019 18.27 BST

More than 1,100 people have been arrested since the start of Extinction Rebellion's protests this week in London, including 50 who were detained at City airport on Thursday.

Those arrested at the airport included James Brown, a partially-sighted former Paralympian who climbed on top of a British Airways aircraft, while another man, who boarded a flight to Dublin and stood up to speak about the effects of the climate crisis, was held for failing to comply with the orders of a captain. On Thursday night the Metropolitan police said there had been 1,112 arrests in connection with the protests across London.

While the bulk of activists failed to penetrate security and get inside airport terminals, as they had hoped, protests were staged at the airport's Docklands Light Railway station, outside its main entrance and on roads leading to the site.

Q&A

What are Extinction Rebellion's key demands?

Show

Protesters at the exit of the DLR station sat down and superglued themselves to the floor, chanting “fly today, gone tomorrow”, as they were surrounded by police. At about the same time, a second group of protesters who had travelled to the airport by coach staged protests outside the main entrance.

Responding to the arrest figures, a spokesperson for Extinction Rebellion said: it was “an astonishing number”. They added: “But also it’s really worrying that it takes this to get the media to notice and pay attention to this as a news story - people are having to put their bodies on the line for this.”

The police were asked to respond to footage on social media showing an officer instructing colleagues to “use pain and compliance” as they grappled with protesters on the ground outside of the airport.

Netpol

@netpol · [Follow](#)



[Warning: violence]

"Use pain and compliance!"

A bronze commander from the Metropolitan Police issuing instructions to officers at the [#ExtinctionRebellion](#) protest at London City Airport this morning

Watch on X

10:52 AM · Oct 10, 2019



866



Reply



Share

[Read 532 replies](#)

The Met's deputy assistant commissioner, Laurence Taylor, said officers would always try to use the least force possible but added: "If that level of resistance then increases to passive resistance - so refusing to be lifted - we would then use what we call pain and compliance, which is not what it might sound.

"It's using some compliance techniques just to allow us to get control so that we can lift somebody up," said Taylor, who also revealed that police would now be carrying out a review of the general security situation at the airport.

Speaking outside the airport terminal, the Extinction Rebellion co-founder Gail Bradbrook said: "I think the most important thing is that we are alerting the British people to the crisis that we're in and the threat to all the forms of business-as-usual."

Asked whether the remaining protesters should go home, she said: "I don't know, I think we've made our point, but I'm not making that decision for other people."

Elsewhere in London, Scotland Yard said officers had cleared all Extinction Rebellion sites as early evening approached, apart from a “fairly sizable” number of people in Trafalgar Square and a small number in St James’s Park.

Those activists cleared from the park planned to move their camp across the Thames to Vauxhall Pleasure Gardens. In Westminster, protesters said they felt police had become increasingly heavy-handed, and were policing the demonstrations much more aggressively than they had in April.

Commenting on the police move to clear protesters from St James’s Park, the Extinction Rebellion police liaison Paolo Enock said: “I’m deeply frustrated that while police at the chief superintendent level - who we are communicating with on the ground - are interested in compromise, in relation to moving our site at St James’s Park to ensure a safer space for protesters, twice today we’ve had offers ignored or rebuffed at the command team level.



Flight grounded at London City airport by Extinction Rebellion protester - video

“It is becoming clear that there is no desire from the higher levels to facilitate the right to protest. They have also consistently blocked the introduction of portaloos and waste disposal systems at Trafalgar Square.”

One protester at the airport, Val Saunders, 65, from Stroud in Gloucestershire, said: “We got off the coach today, we looked around, it’s like HG Wells. All this infrastructure, all these airports, they are just spreading out more and more. It’s just encouraging people to fly more. It’s going in the wrong direction, this government.

“I’m so angry. If we keep going with expansions, there is no future. [The protest is] a way of telling people: yeah, this is the right thing to do, this is the way to go, we need more and more. No, we need less, we need to stock-take what we have. We

need to reassess. We need to use some of the money, those billions that go into expansions, put that into alternative energy.”

Police attempted to clear journalists from the scene before leading and carrying people away one by one.

One officer said authorities wanted to create a “sterile area”. He said he had the power to order journalists to leave because the area was private property covered by bylaws governing access.

One man appeared in pain as he was moved by officers towards a staircase. Among those carried down the steps was Frank Benatt, 78, from Totnes in Devon. Minutes earlier, asked if he was afraid to be arrested, he said: “I think really this is minimal. I’m approaching 80 and I’m disposable and I’ve had a very good life. Unlike lots of young people, I haven’t got commitments.



British Transport Police officers carry Frank Benatt away at London City airport DLR station. Photograph: Damian Gayle/The Guardian

Benatt added: “I’ve been campaigning about [the environment] for 30 years and nobody has taken a blind bit of notice. XR is a last-ditch hope to actually take some action.”

Also among those arrested at the City airport protest was 84-year-old Phil Kingston, a veteran of the movement who has been arrested many times, including in April for supergluing himself to a DLR train.

Timeline

Half a century of dither and denial - a climate crisis timeline

Climate

“[I’m here] for my grandchildren and all their generation,” he said. “I’m also here for the poorest people who have done the least to cause climate breakdown and are suffering the most and are predicted to suffer dreadfully in the coming year, as eventually we all will, unless we do the most enormous turnaround.”



Extinction Rebellion protester, 83, arrested at London City airport - video

A spokesperson for London City airport said it remained “fully open and operational”.

Police also revealed that the last person from the Extinction Rebellion protests in London in April had been charged. Nearly 900 charges had now been levelled and 250 people had been convicted at court.

“We will go through the same process with the people who have been arrested on this occasion,” said Taylor.

“It definitely places a burden on the criminal justice system but the system is agile and is able to cope with the volumes that we have seen in April and I think the figures probably speak for themselves.”

This is what we're up against

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Judge issues protest warning as Paralympian jailed for plane stunt

Disruptive protesters will face serious consequences, says judge in sentencing Extinction Rebellion activist

Damien Gayle

Fri 24 Sep 2021 15.46 BST

A British Paralympic gold medallist has been jailed for a year for glueing himself to the roof of a passenger jet in an [Extinction Rebellion](#) protest - the first custodial sentence for any action linked to the group.

XR said it was “shocked and devastated” by the sentence handed to James Brown, 56, at Southwark crown court in London on Friday afternoon, by a judge who warned that protesters who disrupt people’s lives “will face serious consequences”.

Judge Gregory Perrins said Brown, from Exeter, who has been registered blind since birth, “cynically used” his disability and put his own life at risk when he staged his protest at London City airport on 10 October 2019, at the height of XR’s second extended campaign of protests in London.



James Brown denied one count of causing a public nuisance, claiming he had 'to do something spectacular' to draw attention to the climate crisis. Photograph: Helena Smith/Extinction Rebellion/PA

That day, as hundreds of other XR protesters demonstrated at the airport in protest at expansion plans, Brown had climbed on top of a plane heading to Amsterdam, glued his right hand to its fuselage and wedged his phone in a door frame. He spent an hour livestreaming his protest before he was removed.

Brown's trial at Southwark crown court heard his direct action led to 337 passengers missing their flights, and that it cost British Airways about £40,000.

Conducting his own defence, Brown said he aimed to draw media attention to the climate crisis. He wept as he told jurors: "I was prepared to challenge myself, to be scared, to face the fear, because the fear of climate ecological breakdown is so much greater."

He was found guilty of causing a public nuisance by a jury after less than an hour's deliberation.

As Perrins passed sentence on Friday, he told Brown: "It is important that those who are tempted to seriously disrupt the lives of ordinary members of the public, in the way that you did, and then seek to justify it in the name of protest, understand that they will face serious consequences."

The judge said he accepted Brown was acting according to his conscience. He also said he recognised there must be "some sense of proportion" when sentencing people who commit offences during a protest. But, he told Brown: "You are not entitled to more lenient treatment simply because you were protesting about environmental matters as opposed to some other cause."

There were cries of "shame" from the public gallery as Brown was taken down to the cells. Brown's solicitor, Raj Chada, of Hodge Jones Allen, said there would be an appeal against the sentence. "This is a dangerous judgment for our right to free speech, our right to protest and for those who campaign on environmental issues," he said.

"We are shocked and devastated by this news," said Alannah Byrne, a spokesperson for XR, who called Brown "a hero".

She said: "To put a partially blind man in jail while the prime minister quotes Kermit the Frog to the UN and recruits the Wombles as the Cop [climate talks] mascots, shows what a mockery our leaders are making of this moment."

Judge Perrins' warning came after the climate protesters Insulate Britain, an offshoot of Extinction Rebellion, blocked the port of Dover, in Kent, on Friday, following five blockades of the M25 in the past fortnight.

Related stories

Activist who had sentence cut says justice system ‘torn’ over climate protesters



Extinction Rebellion activist James Brown has had his prison term reduced but judges decided against overruling his conviction (PA)
PA Media

An [Extinction Rebellion](#) activist who had his jail sentence cut by appeal judges after being convicted of causing a public nuisance at an airport says the “criminal justice system” is “deeply conflicted” over climate crisis protesters.

Former Paralympic athlete [James Brown](#) of [Exeter](#) Devon, was given a 12-month prison term after supergluing himself to the roof of a [British Airways](#) plane at [London City Airport](#) in a bid to draw attention to the climate crisis.

Three appeal judges on Friday cut the sentence to four months.

Brown, who had been jailed by a judge at Southwark Crown Court in September, said after the appeal ruling: “We will never be intimidated and never give up”.



James Brown on top of the plane at London City Airport (Extinction Rebellion/PA)
PA Media

Lawyers representing Brown, who has been registered blind since birth, challenged his conviction and sentence at a Court of Appeal hearing in London in December.

Three appeal judges, Lord Burnett, the Lord Chief Justice; Lord Justice Singh; and Mr Justice Goss dismissed Brown's appeal against conviction.

They had allowed Brown to be released from prison on bail at the December appeal hearing.

"We're seeing a criminal justice system deeply conflicted over the prosecution of those peacefully resisting the destruction of life on earth," Brown said.

"Juries are refusing to convict, magistrates are throwing cases out of court, and now the Court of Appeal has rejected a crown court's attempt to impose a 'deterrent sentence' on my act of nonviolent civil disobedience at City Airport.

"It's clear that the Government's desperate attempt to re-exert control with its police and sentencing Bill will fail, not only because we will never be intimidated and never give up, but because not even the courts of this country will accept such a fundamental violation of our rights and our democracy."

Brown added: "The real criminals are those knowingly destroying the conditions which make the planet habitable."

The right to peaceful protest should not lead to tolerance of behaviour that is far removed from conveying a strongly held conviction but instead seeks to cause chaos and as much harm as possible to members of the public

Lord Burnett

In a written ruling, Lord Burnett said people who caused major disruption at airports and were convicted of causing a public nuisance ran "a substantial risk" of going to prison.

But he said appeal judges had considered whether a 12-month jail term was "manifestly excessive" in the light of Brown's conduct, antecedents and disability.

He added: “Taking account of all the circumstances, we have concluded that the sentence should be one of four months’ imprisonment.”



The Lord Chief Justice, Lord Burnett (PA/Kirsty O’Connor)
PA Archive

Lord Burnett said the judges’ “starting point” took into account the “impact” of Brown’s conduct, as well as the “broader intention to cause wider disruption and the need for deterrence”.

He added: “The right to peaceful protest should not lead to tolerance of behaviour that is far removed from conveying a strongly held conviction but instead seeks to cause chaos and as much harm as possible to members of the public.”

Lord Burnett said judges concluded that Brown’s conviction was not “unsafe”.

Judge Gregory Perrins, who had jailed Brown, said when passing sentence after the trial that he had “cynically used” his disability and put his “own life at risk” to carry out the stunt on October 10 2019.

The double gold medallist climbed onto the plane, which was destined for Amsterdam, before gluing his right hand to the aircraft and wedging his mobile phone in the door to prevent it from closing.

He livestreamed the protest until he was removed after an hour.

Brown, whose family is from Belfast, represented Great Britain in cycling and athletics before going on to represent Ireland in cross-country skiing.

Some 337 passengers had their flights cancelled due to his protest, with the disruption costing the airline around £40,000, Southwark Crown Court was told.

Brown, who represented himself at his trial, denied causing a public nuisance and said he had “to do something spectacular” to draw attention to the climate crisis.

He was found guilty after a jury deliberated for less than an hour.

Solicitor Raj Chada, who represented Brown and is based at law firm Hodge, Jones & Allen, said the firm is “disappointed that his conviction has been upheld”.

He added: “We will be reviewing the judgment carefully and considering our appeal options.”

Party: Claimants
Name: S S Wortley
Number: First
Date: 11.06.24
Exhibits: "SSW1" - "SSW7"

CLAIM NO:

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

**WITNESS STATEMENT OF
STUART SHERBROOKE WORTLEY**

I STUART SHERBROOKE WORTLEY of Eversheds Sutherland (International) LLP One Wood Street, London EC2V 7WS WILL SAY as follows:-

1. I am a partner in the firm of Eversheds Sutherland (International) LLP and have conduct of these proceedings on behalf of the Claimants.

2. I make this witness statement in support of the Claimants' application for an injunction. I have read a copy of the witness statement of Alison Marie FitzGerald.

LONDON CITY AIRPORT - REGISTERED TITLE

3. "Plan A" attached to the Claim Form was prepared by my colleague Nawaaz Allybokus and shows the Claimants' registered titles at HM Land Registry (and an area of Albert Island which London City Airport occupies pursuant to a tenancy at will).
4. As recorded in the Particulars of Claim:-
 - 4.1. the First Claimant is the registered owner of five registered titles - one freehold (TGL469846) and four leasehold (EGL527797, EGL527799, TGL617976 and EGL555153);
 - 4.2. the Second Claimant is the registered owner of eight registered titles - four freehold (EGL519692, EGL552140, EGL518399, and EGL530134) and four leasehold (EGL465048, EGL338199, EGL291578 and EGL373364); and
 - 4.3. the First Claimant has a tenancy at will dated 23 March 2020 of part of Albert Island from the Greater London Authority.
5. Copies of each of these registered titles and the tenancy at will is included in the exhibit marked **"SSW1"**.

The Proposed Injunction Plans

6. "Plan 1" attached to the Claim Form was also prepared by my colleague Nawaaz Allybokus with instructions from the Claimants and shows (with a red line) the extent of the proposed injunction sought by the Claimants.
7. As recorded in the Particulars of Claim, the Main Terminal Building, the Main Terminal Immigration Facilities Building, the Blue Shed, the Jet Centre and City Aviation House are all coloured green on Plan 1.
8. I also refer to the larger scale plans (again prepared by my colleague Nawaaz Allybokus with instructions from the Claimants) of each of the following buildings:-
 - 8.1. the Main Terminal Building ("Plan 2" for the ground floor and "Plan 3" for the first floor);

- 8.2. the Main Terminal Immigration Facilities Building ("Plan 4" for the ground floor and "Plan 5" for the first floor); and
 - 8.3. the buildings known as the Blue Shed ("Plan 6" for the ground floor and "Plan 7" for the first floor); the Jet Centre ("Plan 8"); and City Aviation House ("Plan 9").
9. The Claimants seek an injunction (for the reasons explained in Alison FitzGerald's witness statement and below) in respect of the land edged red on Plan 1.
 10. In respect of the land coloured purple on Plan 1, the injunction is limited to:-
 - 10.1. that section of Hartmann Road which passes beneath the Docklands Light Railway (but not the structure of the Docklands Light Railway itself); and
 - 10.2. the footpaths which pass beneath the Docklands Light Railway station at City Airport (but not the structure of the Docklands Light Railway itself).
 11. Excluded from the area edged red on Plan 1 and from the scope of the injunction are the following:-
 - 11.1. the railway tunnel, the DLR tunnel and pedestrian subway coloured pink on Plan 1 each of which run below parts of London City Airport and Hartmann Road;
 - 11.2. the land / buildings which are coloured blue on Plan 1 (because they are the subject of subleases to third parties); and
 - 11.3. those parts of buildings which are edged blue on Plans 2-9 (because they are the subject of subleases to third parties).
 12. Many of the areas coloured blue on Plan 1 or edged blue Plans 2-9 are electricity substations.

JUST STOP OIL - BACKGROUND

13. Just Stop Oil ("JSO") was formed in or around February 2022.

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

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

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

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

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

ROGER HALLAM – JSO FOUNDER

20. Over a 5 day period in September 2019, Mr Hallam and others flew toy drones in the airspace around Heathrow Airport in an attempt to shut down the airport. Mr Hallam and others were subsequently charged with (and convicted of) conspiracy to cause a public nuisance.
21. On 5 April 2024, Mr Hallam was sentenced to 2 years imprisonment (suspended for 18 months) for this offence. 2 other activists were also given suspended custodial sentences.
22. Copies of the following media articles relating to this incident are attached marked "**SSW2**".
- <https://www.theguardian.com/environment/2019/sep/14/extinction-rebellion-co-founder-arrested-at-heathrow-protest>
- <https://www.standard.co.uk/news/crime/roger-hallam-heathrow-government-extinction-rebellion-isleworth-crown-court-b1121608.html>
- <https://www.theguardian.com/environment/2024/apr/05/extinction-rebellion-co-founder-avoids-jail-term-for-drone-action-near-heathrow>
23. Mr Hallam operates his own website (www.rogerhallam.com) which records (on the "About" page) that he has lost count of the number of times he has been

arrested and that he has been to prison three times in the last three years. The same "About" page includes a manifesto which advocates a complete ban on flying:-

"...

Halving of the total national energy requirements within weeks: through banning of flying, fossil fuel car use, non-essential consumption, with all ongoing material production designed to last for the longest period possible (similar to a covid lockdown scenario but with local people being able to meet, socialise, and be politically active)."

24. A copy of this page from Mr Hallam's website is attached to this statement marked "SSW3" (and I have included a link below).

<https://rogerhallam.com/about>

JUST STOP OIL – MAJOR INCIDENTS SINCE 2022

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

13 March 2022	A number of JSO activists caused disruption at the BAFTA award ceremony at the Royal Albert Hall in London
21 March 2022	A JSO activist caused disruption at the Everton v Newcastle premiership football match at Goodison Park
March / April 2022	JSO activists began a campaign of blockading oil terminals and sabotaging petrol pumps – see paragraphs 25-31 below for further detail
30 June 2022	2 JSO activists glued themselves to the frame of a Vincent Van Gogh painting at the Courthald Institute of Art in London
3 July 2022	A number of JSO activists caused disruption at the British Grand Prix at Silverstone
4 July 2022	2 JSO activists glued themselves to the frame of a John Constable painting at the National Gallery in London
5 July 2022	A number of JSO activists glued themselves to the frame of a Leonardo da Vinci painting at the Royal Academy of Arts in London
26 August 2022	A number of JSO activists vandalized petrol pumps at filling stations near the M25 motorway

September / October 2022	JSO activists caused 32 days of disruption to various roads in central London
14 October 2022	2 activists threw tomato soup at a Vincent Van Gogh painting in the National Gallery
17 October 2022	2 JSO activists climbed the Queen Elizabeth II bridge (causing it to close to traffic for 42 hours)
20 October 2022	A number of JSO activists sprayed the outside of Harrods' windows with orange paint
31 October 2022	JSO activists sprayed orange paint on buildings used by the Home Office, MI5 and the Bank of England
7 November 2022	JSO activists forced multiple junctions on the M25 motorway to close
17 April 2023	2 JSO activists disrupted the world snooker championship in Sheffield
25 May 2023	JSO activists caused disruption at the Chelsea Flower Show
27 May 2023	A number of JSO activists disrupted the Rugby Premiership final between Saracens and Sale Sharks at Twickenham
28 June 2023	JSO activists caused disruption to the second test match in the Ashes series against Australia at Lord's
5 July 2023	2 JSO activists caused disruption at the All England Tennis Championship at Wimbledon
14 July 2023	2 JSO activists caused disruption to the first night of the Proms at the Royal Albert Hall
21 July 2023	4 JSO activists caused disruption at the Open Championship at Hoylake golf course
4 October 2023	5 JSO activists caused disruption during that evening's performance of Les Miserables at the Sondheim Theatre
30 October 2023	Around 60 JSO activists were arrested after holding a demonstration at Parliament Square in Westminster
8 November 2023	Around 40 JSO activists were arrested for disrupting traffic on Waterloo Bridge in London
6 March 2024	2 JSO activists glued themselves to the entrance to the Royal Courts of Justice
10 May 2024	2 JSO activists caused damage to the glass case in which the Magna Carta is stored in the British Library
7 June 2024	2 JSO activists caused disruption at the Duke of Westminster's wedding at Chester Cathedral

JUST STOP OIL – OIL TERMINAL INJUNCTIONS 2022

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

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

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

“The scale and duration of the policing operation has been one of the most significant that I have experienced in my career. Large numbers of officers, drawn from right across the force, have been deployed to Kingsbury day and night since the 1st April. This has meant that we have had to scale down some non-emergency policing services, including those that serve North Warwickshire.”

Although core policing services have been effectively maintained across the County during this period, the protests have undoubtedly impacted on the quality and level of the policing service that we are able to deliver. Officers who may have ordinarily been policing the communities of North Warwickshire have had to be redeployed to support the policing operation linked to Kingsbury. It has also meant that we have had to bring in additional officers from other regional forces, in addition to more specialist teams such as working at heights teams and protest removal teams. All of these will come at significant additional cost to the force and ultimately the public of Warwickshire."

30. Mr Smith's Witness Statement includes the following text below a heading **"Community Impact":-**

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

31. A copy of Assistant Chief Constable Benjamin Smith's witness statement is now produced and shown to me marked **"SSW4"**.
26. Although Valero was the first major oil company to seek an injunction (as Kingsbury Terminal was the first to be targeted by JSO), most of the other major oil companies followed their example as shown in the following table:-

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

27. Eversheds Sutherland represented Claimants in four of these actions. The general consensus has been that the injunctions have proved to be an effective deterrent against unlawful acts of trespass and nuisance. This appears to have been confirmed by JSO itself. In response to a comment from a member of the public on Twitter (now formally known as "X") suggesting that protests ought to be carried out at oil refineries, JSO tweeted on 9 June 2023:-

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

28. Most of the injunctions referred to in the table above have been extended and remain in force and they continue to be an effective deterrent. I am not aware of any applications to commit individuals for breach of them.
29. North Warwickshire Borough Council also obtained an injunction to restrain protestors from obstructing highways in the vicinity of Kingsbury Terminal (QB-2022-001236). This injunction also remains in place with a trial listed today (Tuesday 11 June 2024).
30. Thurrock Council and Essex County Council obtained an injunction to restrain protestors from obstructing roads in the vicinity of Navigator Terminals in West Thurrock, the Esso Fuel Terminal in Purfleet and the Exolum Fuel Terminal at Grays (QB-2022-001317). Again this injunction remains in place with a trial listed on 9 October 2024.

31. In November 2022, National Highways Ltd sought an injunction to restrain trespass on gantries and other structures over, under or adjacent to the M25 motorway (QB-2022-00433). Although this injunction has lapsed, I understand from a contact at National Highways Ltd that the conduct which was restrained by that particular injunction is covered by a wider injunction (extending to the M25, M25 feeder roads and Kent roads) which National Highways Ltd obtained in separate proceedings (QB-2021-003737) in 2021 (as a response to protests conducted by Insulate Britain). At a hearing on 26 April 2024, this injunction was extended by Mrs Justice Collins-Rice until 10 May 2025.

JUST STOP OIL – 2024 THREAT TO DISRUPT AIRPORTS

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

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

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

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

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

Outlining a blueprint for causing travel chaos, she advocated:

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

Miss Rumbelow told the crowd:

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

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

33. A copy of the Daily Mail article dated 9 March 2024 is attached at **"SSW5"**. I have also provided a link to the article below.

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

34. Further media articles referring to the campaign are also attached at **"SSW5"**. I have also provided links to these articles below.

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

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

"...

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

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

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

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

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

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

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

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

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

37. A copy of this page from the JSO website is attached at "SSW6". I have also provided a link to the page below.

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

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

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

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

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

..."

39. A copy of this page is attached at "SSW6". I have also provided a link to the page below.

<https://chuffed.org/project/just-stop-oil-resisting-against-new-oil-and-gas,>

40. As of 7 June 2024, £23,835 had been raised on this website.

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

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

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

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

We won't be taking action alone.

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

PICTURE OF AIRPORT ACTIONS SYMBOLISING INTERNATIONAL COMMUNITY

(<https://us02web.zoom.us/meeting/register/tZIoduqpqTMtE9dgMMhlaymvEZqO45jqJ19A>)

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

This summer's actions across multiple countries **will go down in history.**

Want to meet the people making this happen?

Every Thursday for the next four weeks starting on the 13th of JUNE, 6.30pm

You don't want to miss this.

See you there,
Just Stop Oil"

OTHER AIRPORT PROTESTS – MAY / JUNE 2024

42. On Saturday 18 May 2024, several members of a German environmental group (whose name translates as "Last Generation") conducted a protest a Munich Airport.
43. According to the coverage on Sky News, during the protest:-
 - 43.1. 6 individuals glued themselves to the runway;
 - 43.2. 8 individuals were arrested;
 - 43.3. around 60 flights were cancelled; and
 - 43.4. 11 flights were diverted to other airports.
44. A copy of the coverage on Sky News is attached at "**SSW7**". I have also provided a link to this coverage below.
<https://news.sky.com/munich-airport-forced-to-close-for-two-hours-after-climate-protestors-glue-themselves-to-runway>
45. I understand that one of the protestors who was closely involved in the Munich airport protest joined a JSO call on Tuesday 28 May 2024 to explain the actions which had been taken in Munich on 18 May 2024 with a view to encouraging others to undertake similar protests in the United Kingdom.

46. On Sunday 2 June 2024, several members of Extinction Rebellion conducted a protest at Farnborough Airport in Surrey.
47. According to the coverage on an on-line publication known as "The Canary":-
- 47.1. the 3 main gates were blocked; and
- 47.2. the Extinction Rebellion pink boat was parked across the Gulfstream Gate.
48. A copy of the coverage on The Canary is attached at "**SSW7**". I have also provided a link to this coverage below.
- <https://www.thecanary.co/uk/news/2024/06/03/farnborough-airport-protest>

PERSONS UNKNOWN

49. I am informed by Alison FitzGerald that the Claimants do not know the names of any individual activists who intend to disrupt operations at London City Airport. In order for any restraining injunction to be effective, it would need to be granted against the class of Persons Unknown referred to in these proceedings.

WITHOUT NOTICE

50. The Claimants have decided to make this application for an interim injunction without beforehand notifying Persons Unknown (by the methods proposed in the section below). It is appreciated that this is an exceptional step but the Claimants believe there are compelling reasons for doing so:-
- 50.1. the Claimants are concerned that if Persons Unknown are notified in the usual way, London City Airport will be deliberately targeted and direct action will take place before an injunction is place. This would defeat the very purpose of the injunction; and
- 50.2. the potential for direct action is of serious concern to London City Airport for the reasons set out in the Witness Statement of Alison FitzGerald. In particular, the airport is worried about the health and safety risks posed by direct action that may take place on runways and airplanes, the risk of disruption to its customers and the risk of financial loss. If notice of this claim and application were to accelerate the carrying out of direct action at

the airport, it would give rise to the exact risks the Airport was intending to prevent.

SERVICE AND NOTICE OF THE PROCEEDINGS

51. Usually, if the Court decided to grant an injunction without notice, the Claimant(s) would then serve the claim, application notice and order on the Defendant(s).

52. In the case of proceedings against a class of Persons Unknown, however, I understand that as there are no named Defendants, the proceedings will not (indeed cannot) be served on anyone, following the Supreme Court judgment in *Wolverhampton City Council v London Gypsies & Travellers* [2024] 2 WLR 45. As such, the Claimants seek an order dispensing with the service of the claim form, the application for interim injunction and any order made, pursuant to CPR 6.16, 6.28 and 81.4(2)(c).

53. Instead, the Claimants must take reasonable steps to draw these documents to the attention of Persons Unknown.

54. The Claimants propose to take the following steps in respect of the Claim Form, application notice and any order made by the Court:-

54.1. uploading copies of all the court documents to a page onto the following website

<https://www.londoncityairport.com/corporate/corporate-info/reports-and-publications>

54.2. affixing large warning notices in each of the locations shown with an "X" on Plan 1 referring to:-

54.2.1. the proceedings;

54.2.2. the fact that an injunction is now in place covering the airport;

54.2.3. the fact that the court documents:-

(a) may be viewed on the Claimant's website (and providing the relevant web page address);

(b) the fact that copies of the court documents may be obtained from the Claimants' solicitors and providing the relevant contact details;

- 54.3. sending an email message to info@juststopoil.org (the email address on the JSO website for general enquiries), juststopoil@protonmail.com and juststopoilpress@protonmail.com providing the same information as that contained in the warning notice; and
- 54.4. affixing a copy of the Order in each of the locations shown with an "X" on Plan 1.
55. A draft form of warning notice for the Court's approval will be available at the hearing of the Claimants' application.
56. By taking these steps, the Claimants believe the proceedings, the application notice and the Order will come to the attention of Persons Unknown. I refer above to the claims on which Eversheds Sutherland has previously worked involving JSO. On each of these occasions, the same or substantially the same steps as those referred to above were adopted. Individuals attended some of those hearings which I respectfully suggest demonstrates that those steps are an effective method of giving notice. I believe that the inboxes for the JSO email addresses are actively reviewed.

I believe that the facts stated in this Witness Statement and Exhibits are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I am duly authorised to make this statement on behalf of the Claimants.



Stuart Sherbrooke Wortley

11 June 2024

IN THE HIGH COURT OF JUSTICE

CLAIM NO:

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**

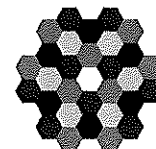
Defendant

SSW1

This is the exhibit marked "SSW1" referred to in the witness statement of Stuart Sherbrooke Wortley

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



**Official copy
of register of
title**

Title number EGL373364

Edition date 30.03.2021

- This official copy shows the entries on the register of title on 03 JUN 2024 at 18:05:55.
- 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 03 Jun 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, Telford 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.

NEWHAM

1 (05.06.1998) 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 King George V Dock, London.

NOTE: The docks walls are included in the title.

2 (05.06.1998) A Transfer of the freehold estate in the land adjoining the southern boundary of the land edged and numbered 5 in brown on the filed plan dated 19 October 1971 made between (1) The Port of London Authority and (2) Gerundive Properties Limited contains the following provision:-

"The premises do not include the fence or its foundation on the boundary of the premises between the points marked A B on the plan (or the land on which that fence and foundation stands)"

NOTE: The premises are the land transferred and points A-B denote the Southern boundary of the land edged and numbered 5 in brown on the filed plan.

3 (05.06.1998) The land has the benefit of but is subject for the term stated therein to rights in case of emergency only to pass and repass over emergency accessways contained in a Deed of grant dated 7 November 1991 made between (1) London Docklands Development Corporation (2) London City Airport (Developments) Limited (3) London City Airport Limited (4) John Mowlem and Company PLC and (5) The Port of London Authority upon the terms therein mentioned.

NOTE: Copy filed under EGL258669.

4 (05.06.1998) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 23 March 1998
 Term : 200 years from 23 March 1998
 Rent : One pound
 Parties : (1) London Docklands Development Corporation

A: Property Register continued

- (2) Royal Docks Management Authority Limited
- (3) Marketspur Limited

- 5 (05.06.1998) Where relevant, the provisions contained in the earlier documents or registers referred to in the above deed are set out in the registers of this title.
- 6 (05.06.1998) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 7 (05.06.1998) The landlord's title is registered.
- 8 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.
- 9 (23.03.2007) As to the part edged and lettered X in green on the title plan. Lease determined. Register closed.
- 10 (23.03.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 12 February 2007 made between (1) City Aviation Properties Limited and others and (2) Docklands Light Railway Limited.
- NOTE: Copy filed under EGL519266.*
- 11 (20.04.2007) 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.
- 12 (19.11.2010) The tunnels and subsoil between -23.07 and -2.15 metres below Ordnance Survey Datum, more particularly described in a General Vesting Declaration made by Docklands Light Railway Limited dated 1 April 2009, of the part tinted blue on the title plan have been removed under title number TGL339364.
- NOTE: Copy deed filed under title TGL339364.*
- 13 (22.03.2017) As to the part edged and lettered Y in green on the title plan Lease determined. Register closed.
- 14 (22.03.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
- 15 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.
- NOTE: Copy filed under EGL240722.*
- 16 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the Tail Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.
- NOTE: Copy filed under EGL518110.*
- 17 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the R Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110

Title number EGL373364

B: Proprietorship Register

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

Title absolute

- 1 (30.03.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn. No. 05879149) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the Tail Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 5 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the R Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 6 (30.03.2021) The price stated to have been paid on 15 March 2021 was £16,090,000 exclusive of VAT.
- 7 (30.03.2021) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the register and of indemnity in respect thereof.
- 8 (30.03.2021) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

C: Charges Register

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

- 1 (05.06.1998) The land edged and numbered 1 in brown on the filed plan is subject to the following restrictive stipulations:-

"that the Dock Company will not at any time hereafter carry on or permit upon the said plot of land secondly hereinbefore described or any part thereof any offensive noisy or dangerous trade business manufacture or occupation of any nuisance nor use the same nor allow the same to be used for any illegal purpose And the Dock Company will not land or deposit upon the said plot of land nor make or manufacture in or upon the said land any coal or coke for the purpose of being carried on or conveyed upon by the North Woolwich Railway the Eastern Counties Thames Junction Railway the Eastern Counties Railway or any of the lines of Railway or branch lines of Railway then belonging or thereafter to belong to the Eastern Counties Railway Company for sale upon or adjoining the said Railways or at any Station or Depots in connection therewith or for sale at any other place or places or upon

C: Charges Register continued

any other lines to which the said North Woolwich Railway Eastern Counties and Thames Junction Railway Eastern Counties and Thames Junction Railway Eastern Counties Railway may lead."

- 2 (05.06.1998) The land edged and numbered 2 in brown on the filed plan is subject to the following restrictive stipulations:-

No manufacture trade business or operation of a noisome dangerous or noisy kind shall be carried on in or upon the land or any building thereon and no building shall be used as an Hotel Public House or Tavern or for the sale of beer wine and spirits.

- 3 (05.06.1998) A Conveyance of the freehold estate in the land edged and numbered 3 in brown on the filed plan dated 10 December 1853 made between (1) George Parker Bidder and (2) John Stemp contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.

- 4 (05.06.1998) A Conveyance of the freehold estate in the land edged and numbered 4 in brown on the filed plan dated 10 February 1854 made between (1) George Parker Bidder (2) John Hall and (3) Francis Charles Gibbs contained the following restrictive stipulations:-

The said John Hall for himself his heirs executors administrators and assigns covenanted and declared with and to the said George Parker Bidder his appointees heirs and assigns that he the said John Hall his heirs executors administrators or assigns should not nor would sell or manufacture in or upon the land or upon any part thereof any Coal or Coke for use upon the Eastern Counties Railway and also that he or they should not nor would carry on or permit and suffer to be carried on in and upon the land or any part thereof any offensive trade.

- 5 (05.06.1998) Two Conveyances of the freehold estate in the land edged yellow on the filed plan and other land dated 29 December 1859 made between (1) Sir Samuel Morton Peto Baronet and George Parker Bidder and (2) Victoria (London) Dock Company and 20 February 1860 made between (1) Victoria (London) Dock Company (2) George Parker Bidder and (3) Sydney Gedge contained the following restrictive stipulations.

Against the erection of Docks without the written permission of the Victoria (London) Dock Company.

AND to the rights and powers of the Dagenham Commissioners as to the construction maintenance and repair of sea walls and drainage and other works of a like nature and generally to the Acts relating to Commissions of Sewers.

- 6 (05.06.1998) A Conveyance of the freehold estate in the land edged and numbered 5 in brown on the filed plan and other land dated 12 January 1866 contains the following covenants:-

COVENANT by William Richards for himself his heirs executors and assigns with Mary Bennett her heirs and assigns that he the said William Richards his heirs executors administrators or assigns would not deposit upon the said piece of land or upon any part thereof nor make or manufacture in or upon the same or any part thereof any coal or coke for the purpose of being carried or conveyed upon or by the North Woolwich Railway the Eastern Counties and Kent Junctions Railway the Eastern Counties Railway or any of the lines of railway or branch lines of railway then or thereafter to belong to the Eastern Counties Railway for sale upon or adjoining the said railways or at any of their stations or depots in connection therewith or for sale at any other place or places upon any other lines to which the said Railways may lead. And not to carry on or permit to be carried on in or upon the said piece of land or any houses or shops to be erected thereon any noisy noxious or offensive trade or business.

NOTE: No particulars of the parties to the Deed were supplied on first registration.

- 7 (05.06.1998) A Conveyance of the freehold estate in the land edged and numbered 6 in brown on the filed plan dated 5 December 1910 made between (1) Edward Sampson Govil and (2) Harry Osborn contains restrictive covenants but neither the original deed nor a certified

C: Charges Register continued

copy or examined abstract thereof was produced on first registration.

- 8 (05.06.1998) A Conveyance of the freehold estate in the land edged and numbered 7 in brown on the filed plan dated 19 May 1913 made between (1) Alice Elizabeth Barwick and (2) Port of London Authority contains the following covenants:-

Not to land or deposit on said land or upon any part thereof nor make nor manufacture in and upon the same or any part thereof any coal or coke for the purpose of being carried and conveyed upon and by the North Woolwich Railway the Eastern Counties and Thames Junction Railway the Eastern Railway or any of the lines of Railway or branch lines of Railway now belonging or hereafter to belong to the Eastern Counties Railway Company for sale upon or adjoining the said Railways or at any stations or depots in connection therewith or for sale at any other place or places or upon any other lines to which the said North Woolwich Railway Eastern Counties and Thames Junction Railway or Eastern Counties Railway may lead. Not to carry on or permit and suffer to be carried on in and upon the said piece of land or any shops houses or premises to be erected thereupon any noxious noisy or offensive trade or business whatsoever.

- 9 (05.06.1998) A Conveyance of the freehold estate in the land edged and numbered 8 in brown on the filed plan dated 19 May 1913 made between (1) Ellem Stemp and Edward Hornsey and (2) Port of London Authority contains the following covenants:-

"Not at any time to carry on upon the said premises any noisy noxious or offensive trade or business."

- 10 (05.06.1998) The part of the land in this title affected thereby is subject to the following right contained in an Agreement for Lease of the land known as the London City Airport or Stolport Site dated 8 March 1988 made between (1) The Port of London Authority (PLA) and (2) John Mowlem and Company PLC for 60 years from the date and subject to determination as therein mentioned.

SCHEDULE 3

The Tenant's Rights

.....
..

3. Full and free right of access for aircraft whilst in the air over neighbouring land and property of the PLA.

- 11 (05.06.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of grant and covenant dated 15 November 1994 made between (1) London Docklands Development Corporation (LDDC) (2) Port of London Authority (PLA) (3) London City Airport Limited (LCA) (4) Royal Docks Management Authority Limited (RODMA) and (5) Stolport Properties Limited:-

"LDDC as beneficial owner for the freehold interest in the LDDC land and RODMA as lessee under the RODMA Lease hereby respectively grant to PLA as appurtenant to its freehold interest in the Property the rights set out in the First Schedule hereto TO HOLD the same unto the PLA in fee simple

THE FIRST SCHEDULE

Rights

1. Services

The unobstructed passage of water soil gas and electricity from and to the Property to any service connections of LDDC and/or RODMA situated in under or over the LDDC land or the RODMA premises and which at the date of this Deed serve the Property together with full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspection thereof Provided that LDDC and/or RODMA shall be at liberty to divert the route of the service connections situated on their land to a route or routes not

C: Charges Register continued

materially less convenient or commodious to the PLA or LCA subject to LDDC or RODMA (as the case may be):-

(i) carrying out all necessary works of diversion at its or their own cost and as expeditiously as reasonably possible

(ii) in the event that such diversion causes the use of the service connections to be temporarily interrupted to provide at its or their own cost alternative temporary facilities or service connections during the period in which the permanent service connections are out of use so that the passage of services to the Property is not interrupted save at times of minimum inconvenience approved by the PLA and LCA (such approval not to be unreasonably withheld taking into account the requirement of the PLA and LCA to operate the business at the time carried on on the Property and the need for LDDC or RODMA (as the case may be) to vary the service route and

(iii) to indemnify LCA and the PLA against all liabilities which they may incur as a result of the default or negligence on the part of LDDC or RODMA (as the case may be) in complying with their obligations contained in this proviso

NOTE: The definitions used in the Deed are as follows:-

"RODMA Lease

The Lease dated 28 September 1990 and made between LDDC (1) and RODMA (2) whereby the RODMA premises were demised by LDDC to RODMA for the term of 225 years from 28 September 1990.

Property

All that property known as London City Airport Connaught Road in the London Borough of Newham and the fuel storage area adjacent thereto as the same are registered at Land Registry under titles numbers EGL147506 AND EGL240948.

LDDC Land

The land and buildings at the Royal Docks in the London Borough of Newham at the date hereof comprised within title number EGL258669 and (but for the purpose only of the right set out in paragraph 1 of the First Schedule hereto) the land and buildings at the Royal Docks comprised in title numbers EGL218658 and EGL243390 and the land transferred to the LDDC by a Transfer of even date herewith and known as Plot 499B and each and every part of all such land and buildings.

RODMA premises

The premises at the date hereof comprised within the RODMA Lease.

- 12 (16.04.2010) The parts of the land affected thereby are subject to the rights granted by a Deed dated 24 February 2010 made between (1) City Aviation Properties Limited (2) North Woolwich Properties Limited (3) London City Airport Limited and (4) West Silvertown Properties Limited for a term of 8 years from 24 February 2010.

NOTE:-Copy filed under EGL291578.

- 13 (19.11.2010) The land is subject to the rights created by a General Vesting Declaration dated 1 April 2009 by Docklands Light Railway Limited.

- 14 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.

- 15 (06.08.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.

- 16 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3)

Title number EGL373364

C: Charges Register continued

Land Registration Act 2002.

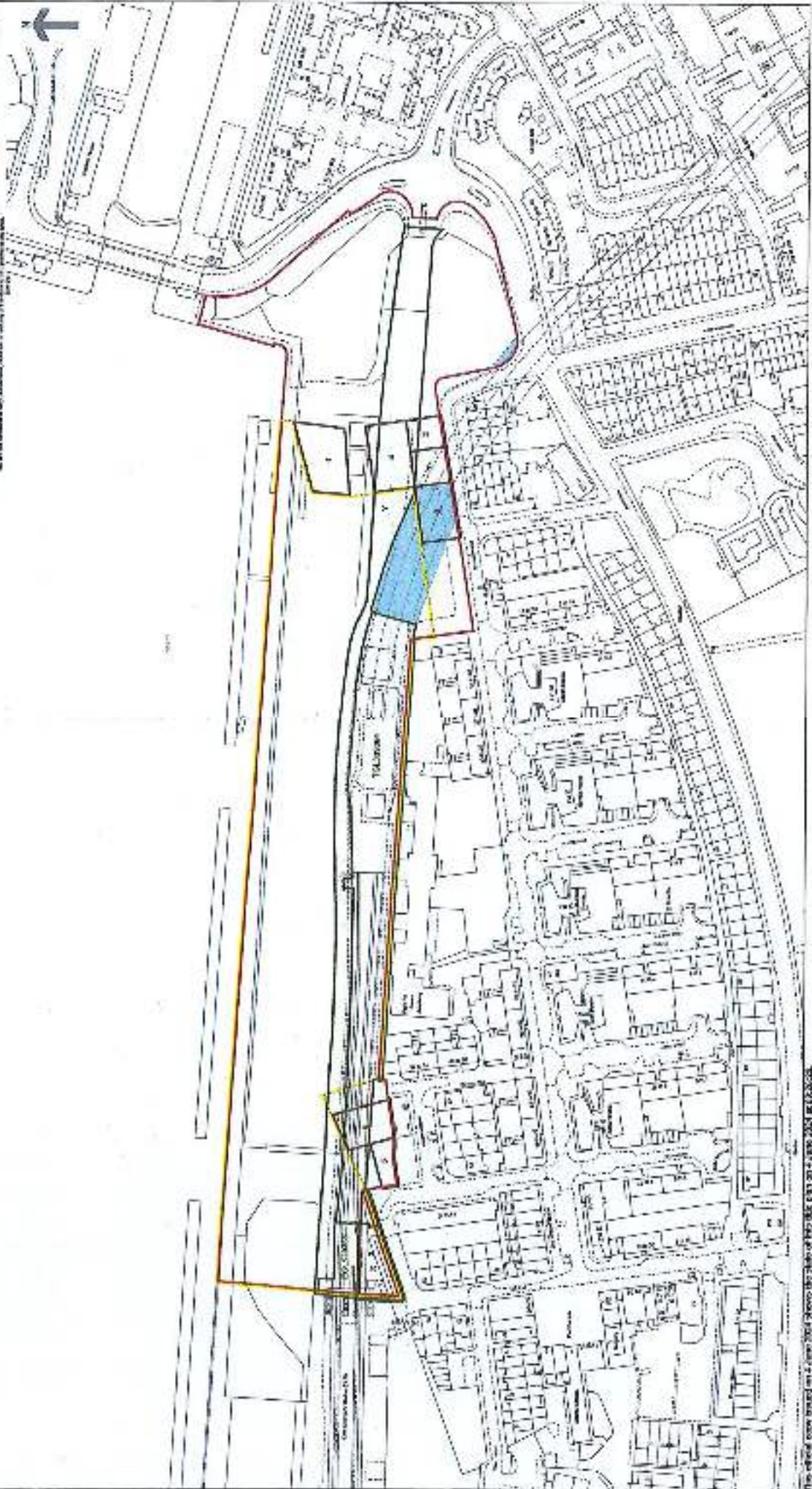
End of register



HM Land Registry
 Official copy of
 title plan

Title number 2018004
 Ordnance Survey map reference TQ48856
 Scale 1:12500
 Date of issue 2008

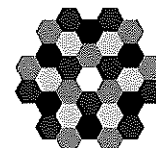
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Official copy of register of title

Title number EGL465048

Edition date 30.03.2021

- This official copy shows the entries on the register of title on 05 JUN 2024 at 14:39:30.
- 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 05 Jun 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, Telford 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.

NEWHAM

- 1 (12.01.2004) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at King George V Dock, London.
- 2 (12.01.2004) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 5 December 2003
Term : From 5 December 2003 expiring on 31 January 2109
Parties : (1) London Development Agency
(2) Royal Docks Management Authority Limited
(3) KGV Dock Properties Limited
NOTE: No copy of the Lease referred to is held by Land Registry.
- 3 (12.01.2004) Where relevant, the provisions contained in the deeds set out in the register of the lessor's title referred to in the registered Lease are set out in the register of this title.
- 4 (12.01.2004) 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 (12.01.2004) 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 (22.03.2017) As to the part edged and lettered X in green on the title plan Lease determined. Register closed.
- 8 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

A: Property Register continued

NOTE: Copy filed under EGL240722.

- 9 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the Tail Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110.

- 10 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the R Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110

B: Proprietorship Register

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

Title absolute

- 1 (30.03.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn. No. 05879149) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the Tail Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 5 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the R Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 6 (30.03.2021) The price stated to have been paid on 15 March 2021 was £1.
- 7 (30.03.2021) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the register and by the landlord contained in the leases referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.
- 8 (30.03.2021) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

C: Charges Register

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

- 1 (12.01.2004) A Deed dated 6 August 1990 made between (1) London City Airport Limited (Company) and (2) London Docklands Development Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (14.12.2004) The land is subject to the lease set out in the schedule of leases hereto.
- 3 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.
- 4 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 5 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed dated 6 August 1990 referred to in the Charges Register:-

"THE Corporation in its capacity as freehold owner of the blue land hereby covenants with the Company that:-

(a) it will not use or permit or suffer the use of the blue land for any purpose, and

(b) it will not carry out or seek or carry out or cause or permit any other person to carry out or seek to carry out any development on the blue land

save that this shall not prevent the use or development of the blue land for purposes that are in the Corporation's view in its capacity as freehold owner of the blue land compatible with the location of the blue land within the public safety zones and for which any necessary grant of planning permission is obtained

2. THE Corporation shall not make any claim for compensation against the Company as a result of the covenant contained in this Deed

3. THE Corporation in respect of the blue land shall indemnify the Company in relation to any expenditure that may be properly and reasonably incurred by the Company pursuant to a claim for compensation which would were it not for the provisions of this clause be the responsibility of the Company to pay arising from a planning decision under Part III of the Town and Country Planning Act 1971 whereby planning permission for development of the blue land or any part or parts thereof is refused or conditions are imposed because the Civil Aviation Authority have so advised in view of the existence of the public safety zones on all or part of the blue land

4. THE Corporation hereby covenants to do or concur in doing all things necessary to enable entries relating to this Deed to be made (subject always to the overriding discretion of the Chief Land Registrar) in the Charges Register of the title numbers affected by the terms of this Deed and shall furnish the Comdpany with details of such entries as and when made

5. FOR the avoidance of doubt the expressions "the Company" and "the Corporation" shall include their successors in title and those deriving title under them and the expression "land" shall include areas of land covered by water

6. FOR the avoidance of doubt the provisions of this Deed shall apply only to the blue land and not to any other land within the public

Title number EGL465048

Schedule of restrictive covenants continued

safety zones"

NOTE: The land in this title falls within the blue land referred to.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	14.12.2004	Land at King George V Dock	05.10.2004 From 5.12.2003 to 5.12.2022	EGL481346

NOTE: The lease dated 5 October 2004 referred to above has been determined as to the part edged and lettered X in green on the title plan.

End of register

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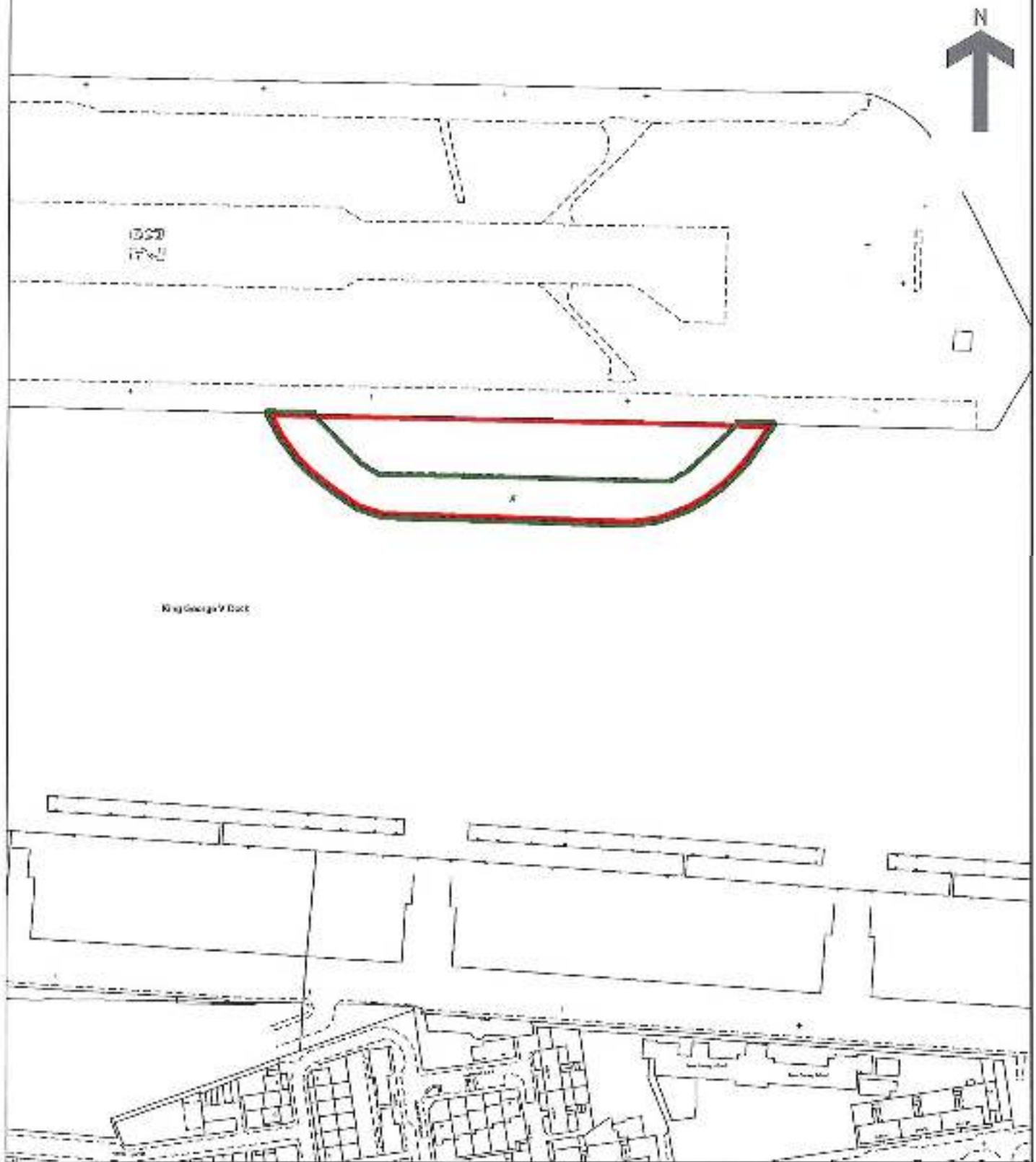
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HM Land Registry
Official copy of
title plan

Title number **EGL465048**
Ordnance Survey map reference **TQ4380SW**
Scale **1:2500 reduced from 1:1250**
Administrative area **Newham**

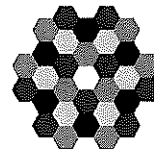


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Official copy of register of title

Title number EGL518399

Edition date 07.01.2021

- This official copy shows the entries on the register of title on 29 MAY 2024 at 13:54:21.
- 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 May 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, Telford Office.

A: Property Register

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

NEWHAM

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being London City Airport extension (part) of the Docklands Light Railway on the north side of Drew Road, London.

NOTE 1: As to the part tinted pink on the title plan the subway including the concrete box structure of the same and the subsoil beneath the same is excluded from the title.

NOTE 2: As to the part tinted blue on the title plan the structure of the Docklands Light Railway viaduct and the airspace above the viaduct is excluded from the title.

NOTE 3: The conduits more particularly described in the Transfer referred to below are excluded from the title.

- 2 (06.03.2007) The land has the benefit of the rights granted by but is subject to the rights reserved and granted by the Transfer dated 12 February 2007 referred to in the Charges Register.

NOTE: The rights granted by the Transfer over the "Transferor's Adjoining Land" referred to is included in the registration only so far as the proprietor had power to grant the same as proprietor of Title number EGL518110.

- 3 (06.03.2007) The Transfer dated 12 February 2007 referred to above contains a provision excluding the provision of Section 62 of the Law of Property Act 1925.

- 4 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.

- 5 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the Tail Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

Title number EGL518399

A: Property Register continued

NOTE: Copy filed under EGL518110.

- 6 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the R Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110

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 (07.01.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn. No. 05879149) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (19.01.2018) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be completed by registration without a certificate signed by a solicitor acting for the disponor or disponee that the provisions of Clause 13.10.1 of the Transfer dated 12 February 2007 referred to in the charges register have been complied with.
- 5 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the Tail Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 6 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the R Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 7 (07.01.2021) The price stated to have been paid on 16 December 2020 for the land in this title and other property was £246,900,000.
- 8 (07.01.2021) A Transfer of the land in this title and other land dated 16 December 2020 made between (1) AMI Property Holdings Limited and (2) Docklands Aviation Group Limited contains purchaser's personal covenants.

NOTE: Copy filed under EGL343511.

C: Charges Register

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

- 1 The land edged and numbered 4 in blue on the title plan is subject to such restrictive covenants as may have been imposed thereon before 19 August 1977 and are still subsisting and capable of being enforced.
- 2 A Transfer of the land edged and numbered 1 in blue on the title plan dated 4 October 1904 made between (1) The Reverend Henry Jardine Bidder and others and (2) Thomas Feast contains the following stipulations:-

No manufacture Trade Business or Operation of a noisome dangerous or noisy kind shall be carried on in or upon the said land hereby agreed to be sold or any building thereon and no building thereon shall be used as an hotel public house or tavern or for the sale of beer wines or spirits.
- 3 A Transfer of the land edged and numbered 2 in blue on the title plan dated 30 October 1908 made between (1) Henry Leonard Campbell Brassey and Sir John Henry Thorold and (2) Thomas Paske Blower contains the following stipulations:-

"No manufacture trade business or operations of a noisome dangerous or noisy kind shall be carried on in or upon the land or any building thereon and no building thereon shall be used as an hotel public house or tavern or for the sale of beer wines and spirits."
- 4 (28.02.2007) A Transfer of the land in this title and other land dated 7 February 2007 made between (1) The Mayor and Burgesses of the London Borough of Newham and (2) Docklands Light Railway Limited contains covenants.

NOTE: Copy filed under EGL518110.
- 5 (28.02.2007) The land is subject to the rights reserved by the Transfer dated 7 February 2007 referred to above.
- 6 (06.03.2007) A Transfer of the land in this title dated 12 February 2007 made between (1) Docklands Light Railway Limited and (2) City Aviation Properties Limited contains covenants.

NOTE: Copy filed.
- 7 (16.04.2010) The parts of the land affected thereby are subject to the rights granted by a Deed dated 24 February 2010 made between (1) City Aviation Properties Limited (2) North Woolwich Properties Limited (3) London City Airport Limited and (4) West Silvertown Properties Limited for a term of 8 years from 24 February 2010.

NOTE:-Copy filed under EGL291578.
- 8 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.
- 9 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 10 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

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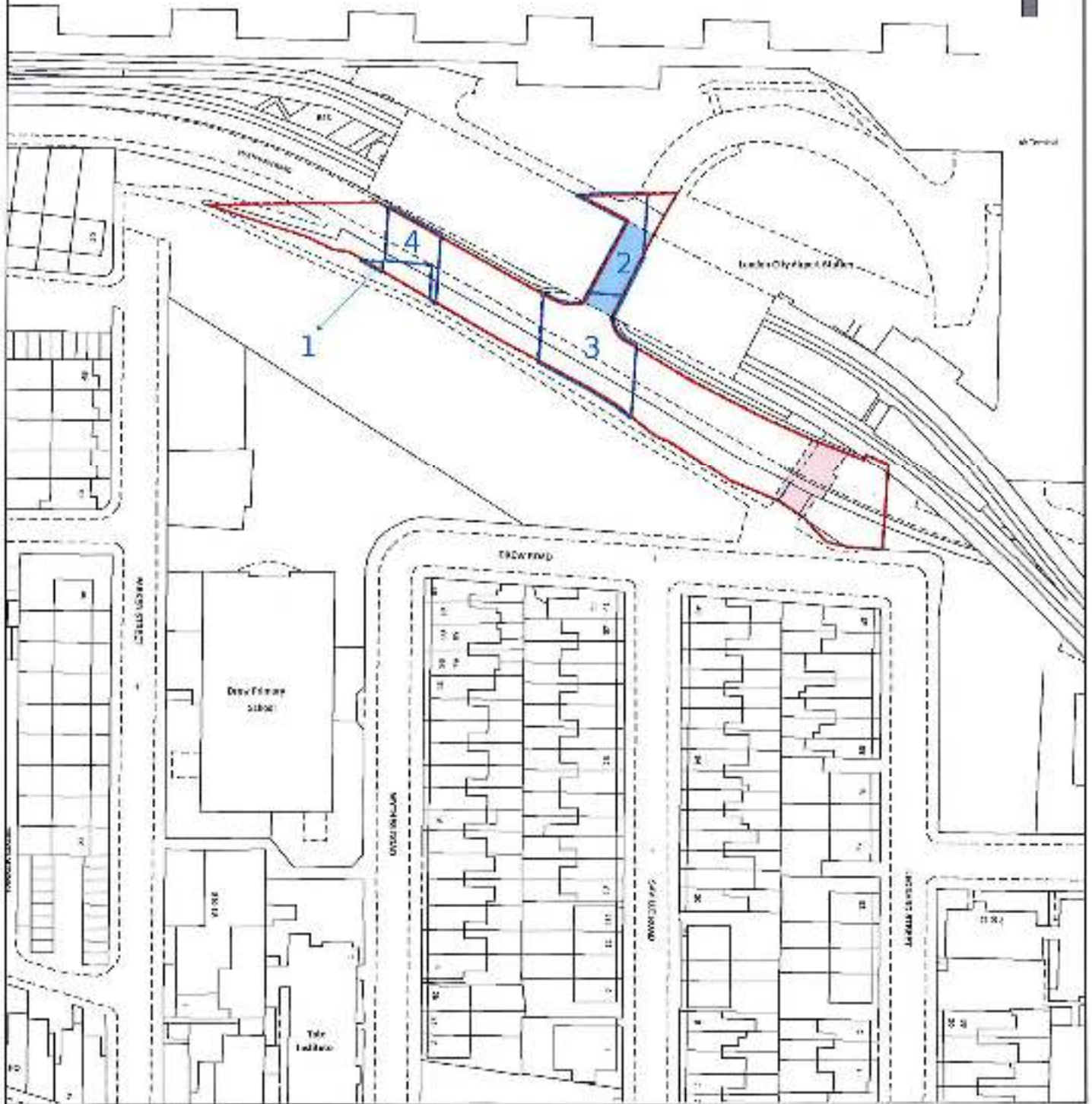
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HM Land Registry
Official copy of
title plan

Title number **EGL518399**
Ordnance Survey map reference **TQ4280SW**
Scale **1:1250**
Administrative area **Newham**



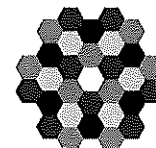
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Official copy of register of title

Title number EGL519692

Edition date 07.01.2021

- This official copy shows the entries on the register of title on 04 JUN 2024 at 13:26:42.
- 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 04 Jun 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, Telford Office.

A: Property Register

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

NEWHAM

- 1 (03.04.2007) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the east of Connaught Road, Silvertown, London.

NOTE: As to the part tinted blue on the title plan the Silvertown Tunnel together with its surrounding structure is excluded from the title.

- 2 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.

- 3 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the Tail Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110.

- 4 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the R Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110

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

B: Proprietorship Register continued

- 1 (07.01.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn. No. 0589149) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the Tail Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 5 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the R Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 6 (07.01.2021) The price stated to have been paid on 16 December 2020 for the land in this title and other property was £246,900,000.
- 7 (07.01.2021) A Transfer of the land in this title and other land dated 16 December 2020 made between (1) AMI Property Holdings Limited and (2) Docklands Aviation Group Limited contains purchaser's personal covenants.

NOTE: Copy filed under EGL343511.

C: Charges Register

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

- 1 (16.05.2007) The land is subject to the easements granted by a Lease dated 23 December 1998 of Land at London City Airport for a term of 20 years from 23 December 1998.
NOTE: Copy filed.
- 2 (16.05.2007) The land is subject to the easements granted by a Lease dated 28 October 1999 of Land at London City Airport for a term of 20 years from 23 December 1998.
NOTE: Copy filed.
- 3 (16.05.2007) The land is subject to the easements granted by a Lease dated 28 October 1999 of Land at London City Airport for a term of 4 years from 23 December 2018.
NOTE: Copy filed.
- 4 (16.05.2007) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 5 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other

Title number EGL519692

C: Charges Register continued

titles.

NOTE: Charge reference EGL240722.

- 6 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 7 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	03.04.2007 Edged blue	Land lying to the east of Connaught Bridge	27.11.2002 From 1.2.2002 to 2022	

End of register

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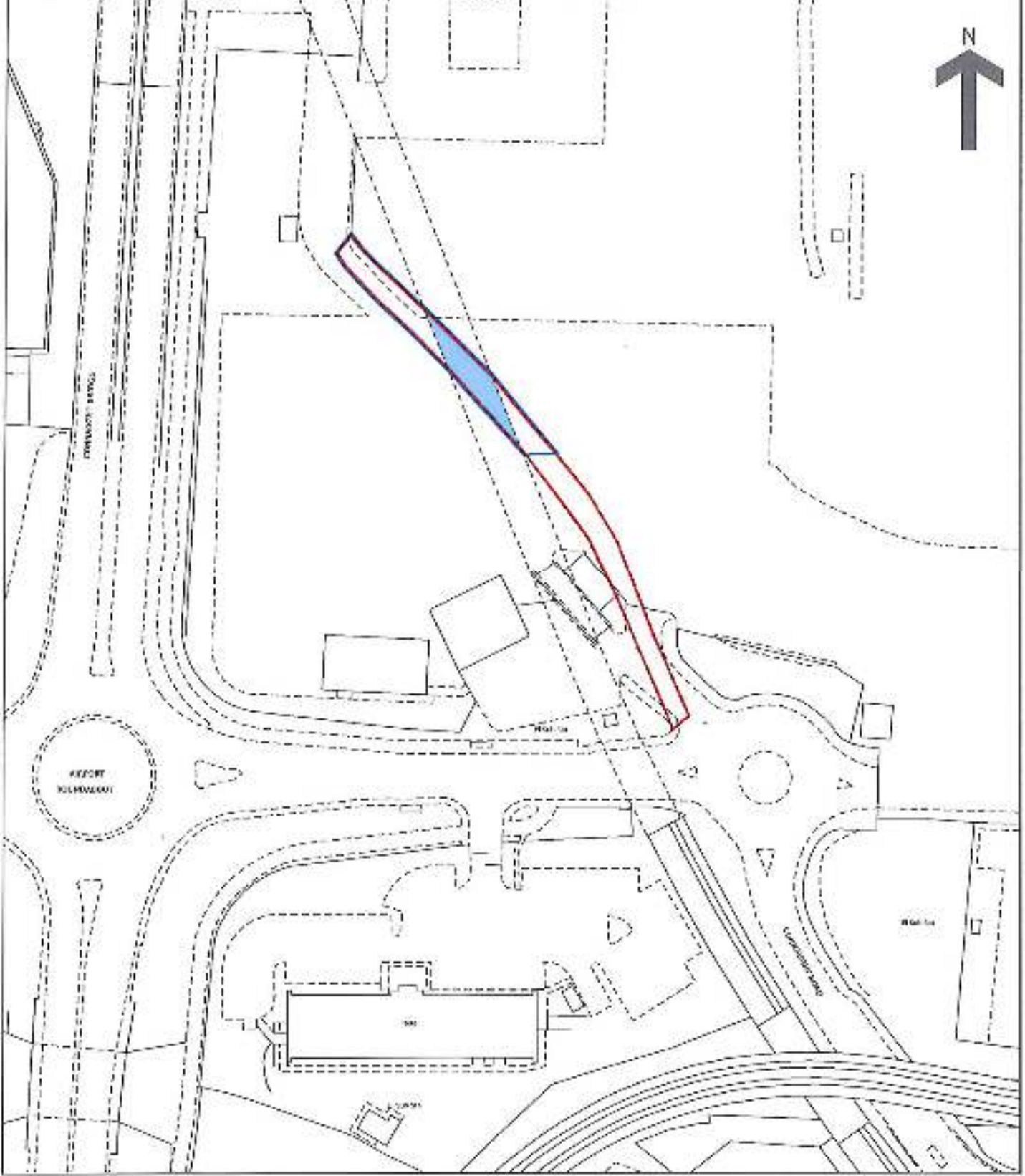
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title plan

Title number **EGL519692**
Ordnance Survey map reference **TQ4180SE**
Scale **1:1250**
Administrative area **Newham**



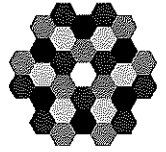
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Official copy of register of title

Title number EGL552140

Edition date 07.01.2021

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- Issued on 04 Jun 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, Telford Office.

A: Property Register

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

NEWHAM

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at London City Airport Station, Drew Road, London.
- 2 (28.02.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 7 February 2007 referred to in the Charges Register.
- 3 (23.02.2009) 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 28 January 2009 made between (1) The Mayor And Burgesses Of The London Borough Of Newham (Transferor) and (2) City Aviation Properties Limited (Transferee).

NOTE: Copy filed.
- 4 (23.02.2009) The Transfer dated 28 January 2009 referred to above contains a provision as to boundary structures.
- 5 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.
- 6 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the Tail Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110.
- 7 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the R Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110

Title number EGL552140

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 (07.01.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn. No. 05879149) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the Tail Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 5 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the R Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 6 (07.01.2021) The price stated to have been paid on 16 December 2020 for the land in this title and other property was £246,900,000.
- 7 (07.01.2021) 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 a conveyancer acting for the disponent or disponent that the provisions of Clause 13.9.1 of the Transfer dated 7 February 2007 referred to in the Charges Register have been complied with.
- 8 (07.01.2021) A Transfer of the land in this title and other land dated 16 December 2020 made between (1) AMI Property Holdings Limited and (2) Docklands Aviation Group Limited contains purchaser's personal covenants.

NOTE: Copy filed under EGL343511.

C: Charges Register

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

- 1 The land is subject to rights of drainage and rights in respect of water, gas and electricity supply services granted by transfers of the parts edged and numbered green on the title plan.
- 2 (23.02.2009) A Conveyance of the land in this title and other land dated 29 December 1859 made between (1) Sir Samuel Morton Peto and George Parker Bidder and (2) The Victoria (London) Dock Company contains restrictive covenants.

Title number EGL552140

C: Charges Register continued

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

- 3 (28.02.2007) A Transfer of the land adjoining the southern boundary of the land in this title and other land dated 7 February 2007 made between (1) The Mayor and Burgesses of the London Borough of Newham and (2) Docklands Light Railway Limited contains covenants.

NOTE: Copy filed under EGL518110.

- 4 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.

- 5 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.

- 6 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

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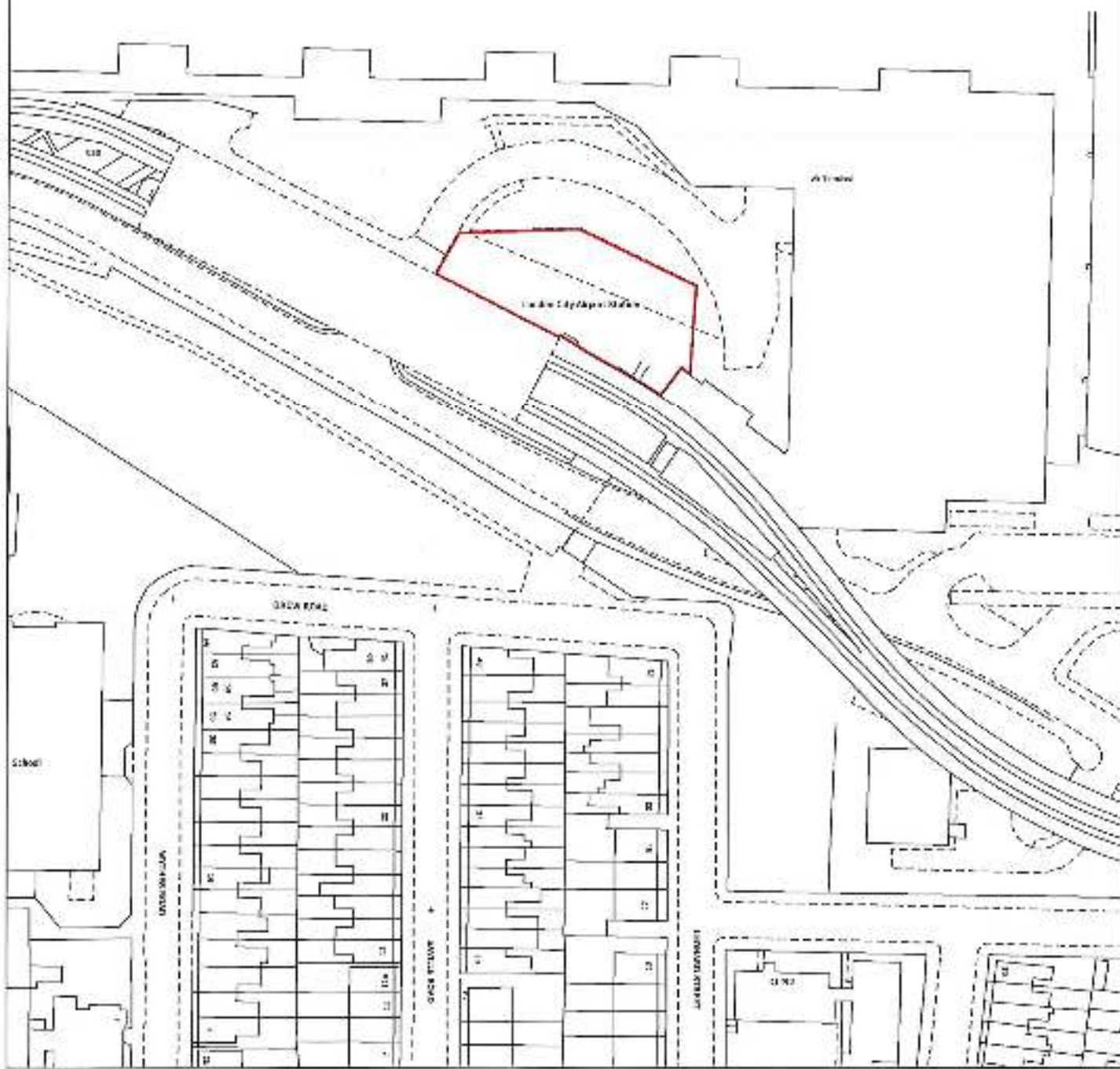
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Title number **EGL552140**
Ordnance Survey map reference **TQ4280SW**
Scale **1:1250**
Administrative area **Newham**

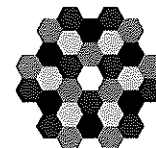


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Official copy of register of title

Title number TGL338199

Edition date 30.03.2021

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- Issued on 03 Jun 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, Telford 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.

NEWHAM

- 1 (26.10.2010) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land at King George V Dock, London (E16 2PB).
- 2 (26.10.2010) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 5 October 2010
Term : From 5 October 2010 to 31 January 2109
Parties : (1) London Development Agency
(2) Royal Docks Management Authority Limited
(3) KGV Dock Properties Limited
- 3 (26.10.2010) The Lease prohibits or restricts alienation.
- 4 (26.10.2010) 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.
- 5 (26.10.2010) The landlord's title is registered.
- 6 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.
- 7 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the Tail Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110.
- 8 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the R Land Deed) dated 23 July 2019 made between (1) Docklands

Title number TGL338199

A: Property Register continued

Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110

B: Proprietorship Register

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

Title absolute

- 1 (30.03.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn. No. 05879149) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the Tail Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 5 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the R Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 6 (30.03.2021) The price stated to have been paid on 15 March 2021 was £1.
- 7 (30.03.2021) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the register and by the landlord contained in the leases referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.
- 8 (30.03.2021) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

C: Charges Register

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

- 1 (26.10.2010) Two Conveyances of the land tinted yellow on the title plan and other land dated 29 December 1859 made between (1) Sir Samuel Morton Peto Baronet and George Parker Bidder and (2) Victoria (London) Dock Company and dated 20 February 1860 made between (1) Victoria (London) Dock Company (2) George Parker Bidder and (3) Sydney Gedge

C: Charges Register continued

contained the following restrictive stipulations.

against the erection of Docks without the written permission of the Victoria (London) Dock Company.

AND to the rights and powers of the Dagenham Commissioners as to the construction maintenance and repair of sea walls and drainage and other works of a like nature and generally to the Acts relating to Commissions of Sewers.

- 2 (26.10.2010) The parts of the land in this title affected thereby are subject to the following rights contained in an Agreement for Lease of the adjoining land known as the London City Airport or Stolport Site dated 8 March 1988 made between (1) The Port of London Authority (PLA) and (2) John Mowlem and Company PLC for 60 years from the date and subject to determination as therein mentioned.

SCHEDULE 3

The Tenant's Rights

1. The unobstructed passage of water, soil, gas and electricity from and to the premises through any service connections of the PLA which serve but are not within the premises.

2. Full and free right of access over or under the water of The Royal Albert and King George V Docks in order to effect repairs to and maintenance of the Dock walls and structures forming part of the premises to operate efficient fire fighting services by boat and to operate safely patrol boats in connection with the enforcement of air safety.

3. Full and free right of access for aircraft whilst in the air over neighbouring land and property of the PLA.

NOTE 1: By a Deed of Variation dated 13 January 1986 made between (1) The Port of London Authority and (2) Mowlem Developments Limited the said rights were varied as follows:-

Schedule 3

In Schedule 3, paragraph 1 the words "together with a full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspect thereof" shall be inserted at the end of the paragraph

In paragraph 3 the words "at the date hereof in the ownership" shall be inserted after the word "property" in the final Line

NOTE 2: The rights set out in paragraph 1 and 3 (as varied) affect the whole of the land in this title. The rights set out in paragraph 2 only affect the water areas of the The Royal Albert and King George V Docks.

- 3 (26.10.2010) The land edged blue on the title plan is subject to the rights of entry and user granted by a Lease of part of the London City Airport adjoining the southern boundary of King George V Dock dated 7 November 1991 made between (1) London Docklands Development Corporation (2) Royal Docks Management Authority Limited (3) London City Airport Limited and (4) John Mowlem and Company PLC for 124 years from 1 January 1986.

The said lease also contains options for the grant of further leases of parts of the said land upon the terms therein mentioned.

NOTE: Lessee's title registered under EGL291578.

- 4 (26.10.2010) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant and Covenant dated 15 November 1994 made between (1) London Docklands Development Corporation (LDDC), (2) Port of London Authority (PLA), (3) London City Airport

C: Charges Register continued

Limited (LCA), (4) Royal Docks Management Authority Limited (RODMA) and (5) Stolport Properties Limited:-

"LDDC as beneficial owner for the freehold interest in the LDDC land and RODMA as lessee under the RODMA Lease hereby respectively grant to PLA as appurtenant to its freehold interest in the Property the rights set out in the First Schedule hereto TO HOLD the same unto the PLA in fee simple

THE FIRST SCHEDULE

Rights

1. Services

The unobstructed passage of water soil gas and electricity from and to the Property to any service connections of LDDC and/or RODMA situated in under or over the LDDC land or the RODMA premises and which at the date of this Deed serve the Property together with full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspection thereof Provided that LDDC and/or RODMA shall be at liberty to divert the route of the service connections situated on their land to a route or routes not materially less convenient or commodious to the PLA or LCA subject to LDDC or RODMA (as the case may be):-

(i) carrying out all necessary works of diversion at its or their own cost and as expeditiously as reasonably possible

(ii) in the event that such diversion causes the use of the service connections to be temporarily interrupted to provide at its or their own cost alternative temporary facilities or service connections during the period in which the permanent service connections are out of use so that the passage of services to the Property is not interrupted save at times of minimum inconvenience approved by the PLA and LCA (such approval not to be unreasonably withheld taking into account the requirement of the PLA and LCA to operate the business at the time carried on on the Property and the need for LDDC or RODMA (as the case may be) to vary the service route and

(iii) to indemnify LCA and the PLA against all liabilities which they may incur as a result of the default or negligence on the part of LDDC or RODMA (as the case may be) in complying with their obligations contained in this proviso

2. Repairs to the dock wall, etc

Full and free right of access over or under those parts of the water of the Docks as may be reasonably required in order to effect repairs to and maintenance of the dock walls or other structures which may from time to time form part of or support the Property.

3. Safety patrol boats, etc

The full and free right to operate without charge by LDDC or RODMA efficient fire fighting services by boat and to operate safety patrol boats in connection with the enforcement of air safety over the navigable parts of the Docks provided that if LADD and/or RODMAN shall at any time construct or erect buildings or other structures in on over or under the Docks then this right shall apply only to the residue of the navigable areas of the docks remaining after the construction or erection of such buildings or structures but so that no such buildings or structures shall be erected so as to prevent access by fire fighting boats or patrol boats alongside the Property unless a right of access for fire fighting and safety purposes shall be granted to the PLA and LCA over access routes on such buildings or structures for the purposes of fire fighting and enforcement of air safety.

4. Projections

The right to retain all such projections as exist on the date of this

C: Charges Register continued

Deed over the Docks from the Property and with the prior consent in writing of LDDC and RODMA (such consents not to be unreasonably withheld or delayed) to erect or place such other similar projections over the Docks from the Property as may be reasonably required for the safe and efficient operation of the business then carried on on the Property".

The said deed also contains the following covenants by the grantor:-

"In consideration of the premises LDDC as freehold owner of the LDDC land hereby covenants with PLA as legal owner of the Property and with Stolport as beneficial owner to observe and perform the covenants set out in part 1 of the Second Schedule hereto

LDDC as freehold owner of the LDDC land and RODMA as lessee under the RODMA Lease hereby severally covenant with LCA and as a separate covenant with PLA and Stolport to observe and perform the covenants set out in part 2 of the Second Schedule hereto.

THE SECOND SCHEDULE

Part 1

LDDC covenant

1. Water levels

LDDC to provide so far as not prevented by circumstances beyond their control a water level within the Docks which lies between a minimum of 3.44 metres above ODN (Ordnance Datum Newlyn) and maximum of 4.24 metres above ODN.

2. London Docklands Development Corporation Bill

LDDC shall not exercise the powers conferred by or under the London Docklands Development Corporation Act 1994 ("the Act"), including the powers of the Harbour, Docks and Piers Clauses Act 1847 as applied by the Act, so as to interfere unreasonably with, or, except with the agreement of the PLA, to extinguish the rights set out in the First Schedule hereto

Part 2

LDDC and RODMA covenant

Ship movements

LDDC and RODMA to give at least six hours notice to LCA and PLA (except in case of emergency) of any impending movement of vessels into the Docks or the King George V Lock entrance likely to affect aircraft movements in and out of the Property so that such movements of vessels can be co-ordinated with aircraft movements.

Not to dispose

LDDC and RODMA shall not effect any dealing with the Docks without requiring the person or persons to whom such dealing is made to enter into a covenant with PLA in like terms to those contained in (in the case of LDDC) part 1 of this Schedule and (in the case of LDDC and RODMA) this part of this Schedule and in this paragraph the expression "dealing" shall mean any sale transfer assignment or transaction whereby a navigable part of the Docks (not being built in on or over) passes to another person or persons.

NOTE: The definitions used in the Deed are as follows:-

Title number TGL338199

C: Charges Register continued

"RODMA Lease

The Lease dated 28 September 1990 and made between LDDC (1) and RODMA (2) whereby the RODMA premises were demised by LDDC to RODMA for the term of 225 years from 28 September 1990.

Property

All that property known as London City Airport Connaught Road in the London Borough of Newham and the fuel storage area adjacent thereto as the same are registered at Land Registry under titles numbers EGL147506 AND EGL240948.

LDDC Land

The land and buildings at the Royal Docks in the London Borough of Newham at the date hereof comprised within title number EGL258669 and (but for the purpose only of the right set out in paragraph 1 of the First Schedule hereto) the land and buildings at the Royal Docks comprised in title numbers EGL218658 and EGL243390 and the land transferred to the LDDC by a Transfer of even date herewith and known as Plot 499B and each and every part of all such land and buildings.

RODMA premises

The premises at the date hereof comprised within the RODMA Lease.

DOCKS

The Royal Albert Dock and the King George V Dock in the London Borough of Newham as at the date hereof."

- 5 (26.10.2010) The land is subject in so far as they affect to the rights granted by a Lease of land lying to the east dated 5 December 2003 made between (1) London Development Agency (2) Royal Docks Management Authority Limited and (3) KGV Dock Properties in connection with the activities of the London City Airport. The Lease also contains options for the grant of further leases of parts of the said land upon the conditions therein mentioned.

NOTE: Copy lease filed under EGL465048.

- 6 (31.01.2011) The land is subject to the lease set out in the schedule of leases hereto.
- 7 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.

- 8 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 9 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	31.01.2011	Land at King George V Dock	18.01.2011 From 18/01/2011 to 22/12/2022	TGL342218

End of register

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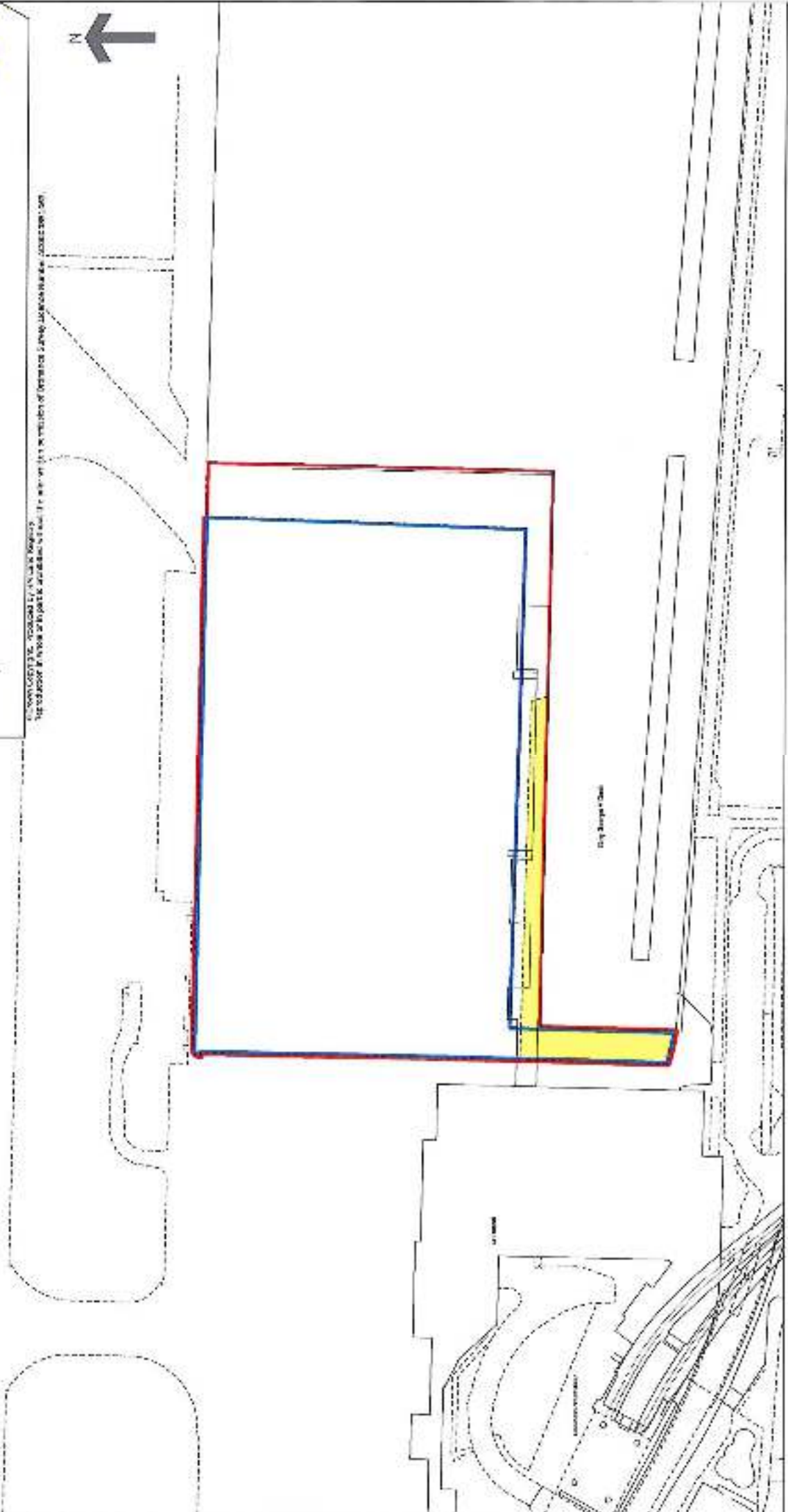
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Title number **TGL338199**
 Ordnance Survey map reference **TQ42805W**
 Scale **1:1250**
 Administrative area **Newham**

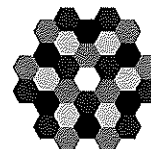
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**Official copy
of register of
title**

Title number TGL530134

Edition date 07.01.2021

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- Issued on 04 Jun 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, Telford Office.

A: Property Register

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

NEWHAM

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at London City Airport Docklands, Light Railway Station, Drew Road, London.

NOTE: The Viaduct Structure above ground level and the Viaduct Airspace as more particularly described in the transfer dated 23 July 2019 referred to below are excluded from the registration.

- 2 (28.02.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 7 February 2007 referred to in the Charges Register.
- 3 (06.03.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 12 February 2007 made between (1) Docklands Light Railway Limited and (2) City Aviation Properties Limited.

NOTE 1: The land in this title formed part of the Transferor's Adjoining Land referred to.

NOTE 2: Copy filed under EGL518399.

- 4 (29.07.2019) The land has the benefit of any legal easements granted by the Transfer dated 23 July 2019 referred to in the Charges Register but is subject to any rights that are reserved by the said deed and affect the registered land.
- 5 (29.07.2019) The Transfer dated 23 July 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 (07.01.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn.

B: Proprietorship Register continued

No. 05879149) of City Aviation House, London City Airport, London E16 2PB.

- 2 (29.07.2019) 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 a conveyancer that the provisions of clause 12.8.1 of Transfer dated 23 July 2019 referred to in the Charges Register have been complied with.
- 3 (29.07.2019) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23 July 2019 in favour of The Royal Bank Of Scotland Plc referred to in the Charges Register.
- 4 (07.01.2021) The price stated to have been paid on 16 December 2020 for the land in this title and other property was £246,900,000.
- 5 (07.01.2021) A Transfer of the land in this title and other land dated 16 December 2020 made between (1) AMI Property Holdings Limited and (2) Docklands Aviation Group Limited contains purchaser's personal covenants.

NOTE: Copy filed under EGL343511.

C: Charges Register

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

- 1 A Transfer of the land edged and numbered 1 and 2 in blue on the title plan and other land dated 30 October 1908 made between (1) Henry Leonard Campbell Brassey and Sir John Henry Thorold and (2) Thomas Paske Blower contains the following stipulations:-

"No manufacture trade business or operations of a noisome dangerous or noisy kind shall be carried on in or upon the land or any building thereon and no building thereon shall be used as an hotel public house or tavern or for the sale of beer wines and spirits."

2 A Transfer of the land edged and numbered 3 and 4 in blue on the title plan and other land dated 27 September 1911 made between (1) Henry Leonard Campbell Brassey and Sir John Henry Thorold and (2) Thomas Paske Blower contains the following stipulations:-

"No manufacture trade business or operations of a noisome dangerous or noisy kind shall be carried on in or upon the said land hereby agreed to be sold or any building thereon and no building thereon shall be used as an hotel public house or tavern or for the sale of beer wines and spirits."

3 (28.02.2007) A Transfer of the land in this title and other land dated 7 February 2007 made between (1) The Mayor and Burgesses of the London Borough of Newham and (2) Docklands Light Railway Limited contains covenants.

NOTE: Copy filed under EGL518110.

4 (05.07.2007) Right of pre-emption in favour of City Aviation Properties Limited, London City Airport Limited, Marketspur Limited, North Woolwich Properties Limited and West Silvertown Properties Limited contained in a Deed of Pre-Emption dated 12 February 2007 made between (1) Docklands Light Railway Limited and (2) City Aviation Properties Limited and others.

NOTE: Copy filed under EGL518110.

5 (29.07.2019) A Transfer of the land in this title dated 23 July 2019 made between (1) Docklands Light Railway Limited and (2) AMI Property Holdings Limited contains restrictive covenants.

NOTE: Copy filed.

Title number TGL530134

C: Charges Register continued

- 6 (29.07.2019) REGISTERED CHARGE dated 23 July 2019.
- 7 (29.07.2019) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC08302630) of 30 St. Andrew Square, Edinburgh EH2 2YB.
- 8 (29.07.2019) The proprietor of the Charge dated 23 July 2019 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

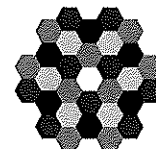
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**Official copy
of register of
title**

Title number EGL291578

Edition date 30.03.2021

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- Issued on 03 Jun 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, Telford 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.

NEWHAM

- 1 (19.11.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being land on South side of King George V Dock, London.
- 2 (19.11.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 7 November 1991
 Term : 124 years from 1 January 1986
 Rent : A peppercorn
 Parties : (1) London Docklands Development Corporation
 (2) Royal Docks Management Authority Limited
 (3) London City Airport (Developments) Limited
 (4) John Mowlem and Company PLC

NOTE: The lease contains options for surrender of parts of the land demised upon the terms therein mentioned

- 3 (19.11.1991) Where relevant, the provisions contained in the earlier documents or registers referred to in the above deed are set out in the registers of this title.
- 4 (19.11.1991) 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 (19.11.1991) The land has the benefit of but is subject for the term stated therein to rights in case of emergency only to pass and repass over emergency accessways, contained in a Deed of Grant dated 7 November 1991 made between (1) London Docklands Development Corporation (2) London City Airport (Developments) Limited (3) London City Airport Limited (4) John Mowlem and Company PLC and (5) The Port of London Authority upon the terms therein mentioned.

NOTE: Copy filed under EGL258669.

- 6 (31.07.1992) By a Deed dated 29 November 1991 made between (1) London Docklands Development Corporation (2) Royal Docks Management Authority

A: Property Register continued

Limited (3) London City Airport (Developments) Limited and (4) John Mowlem and Company PLC the terms of the registered lease were varied.

NOTE: Original filed.

- 7 (17.07.1995) By a Deed dated 8 September 1994 made between (1) London Docklands Development Corporation (2) Royal Docks Management Authority Limited (3) London City Airport (Developments) Limited (4) John Mowlem & Company PLC and (5) London City Airport Limited the terms of the registered lease were expressed to be varied.

NOTE: Copy Deed filed.

- 8 (11.08.1999) By a Deed dated 23 March 1998 made between (1) London Docklands Development Corporation (2) Royal Docks Management Authority Limited (3) London City Airport (Developments) Limited and (4) London City Airport Limited the terms of the registered lease were expressed to be varied.

NOTE: Copy Deed filed.

- 9 (11.08.1999) By a Deed dated 30 June 1999 made between (1) The Urban Regeneration Agency (2) Royal Docks Management Authority Limited (3) London City Airport (Developments) Limited and (4) London City Airport Limited the Deed of Variation dated 23 March 1998 referred to above was rectified as therein mentioned.

NOTE: Copy Deed filed.

- 10 (12.01.2004) By a Deed dated 5 December 2003 made between (1) London Development Agency (2) Royal Docks Management Authority Limited (3) London City Airport Jet Centre Limited and (4) London City Airport Limited the terms of the registered Lease were varied

NOTE: Copy deed filed.

- 11 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.

- 12 The landlord's title is registered.

- 13 (23.03.2007) As to the part edged and lettered X in green on the title plan. Lease determined. Register closed.

- 14 (23.03.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 12 February 2007 made between (1) City Aviation Properties Limited and others and (2) Docklands Light Railway Limited.

NOTE: Copy filed under EGL519266.

- 15 (20.04.2007) 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.

- 16 (16.04.2010) The land has the benefit of the rights granted by a Deed dated 24 February 2010 made between (1) City Aviation Properties Limited (2) North Woolwich Properties Limited (3) London City Airport Limited and (4) West Silvertown Properties Limited for a term of 8 years from 24 February 2010.

NOTE: Copy filed.

- 17 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.

- 18 (12.07.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

A: Property Register continued

- 19 (12.07.2017) As to the part edged and lettered Y in green on the title plan Lease determined. Register closed.
- 20 (12.07.2017) As to the part edged and lettered A in green on the title plan Lease determined. Register closed.
- 21 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the Tail Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110.

- 22 (29.07.2019) The land has the benefit of any legal easements granted by a Deed (the R Land Deed) dated 23 July 2019 made between (1) Docklands Light Railway Limited (2) AMI Property Holdings Limited (3) West Silvertown Properties Limited and (4) North Woolwich Properties Limited.

NOTE: Copy filed under EGL518110.

B: Proprietorship Register

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

Title absolute

- 1 (30.03.2021) PROPRIETOR: DOCKLANDS AVIATION GROUP LIMITED (Co. Regn. No. 05879149) of City Aviation House, London City Airport, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.
- 4 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the Tail Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 5 (29.07.2019) 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 a conveyancer that the provisions of clause 6.1 of the Deed (the R Land Deed) dated 23 July 2019 referred to in the Property Register have been complied with.
- 6 (30.03.2021) The price stated to have been paid on 15 March 2021 was £21,970,000.
- 7 (30.03.2021) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the register and of indemnity in respect thereof.

B: Proprietorship Register continued

- 8 (30.03.2021) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

C: Charges Register

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

- 1 (19.11.1991) The land tinted pink on the title plan is subject to the following restrictive stipulations:-
No manufacture trade business or operation of a noisome dangerous or noisy kind shall be carried on in or upon the land or any building thereon and no building shall be used as an Hotel Public House or Tavern or for the sale of beer wine and spirits.
- 2 (19.11.1991) Two Conveyances of the freehold estate in the land tinted pink and tinted blue on the title plan and other land, one dated 29 December 1859 made between (1) Sir Samuel Morton Peto Baronet and George Parker Bidder and (2) Victoria (London) Dock Company, and the other dated 20 February 1860 made between (1) Victoria (London) Dock Company (2) George Parker Bidder and (3) Sydney Gedge, contained restrictive stipulations against the erection of Docks without the written permission of the Victoria (London) Dock Company, and were made subject to the rights and powers of the Dagenham Commissioners as to the construction maintenance and repair of sea walls and drainage and other works of a like nature and generally to the Acts relating to Commissions of Sewers.
- 3 (19.11.1991) A Conveyance of the freehold estate in the land tinted yellow on the title plan dated 1 September 1921 made between (1) Colonel Auberon Claud Hegan Kennard (Vendor) and (2) Thomas Rose Clemens (Purchaser) contains the following covenants:-
And the Purchaser for himself his heirs and assigns hereby covenants with the Vendor that no manufacture trade business or operations of a noisome dangerous or noisy kind shall be carried on in or upon the said land hereby conveyed or any buildings thereon and no building thereon shall be used as an Hotel or Public House or Tavern or for the Sale of Beer wine and spirits.
- 4 (16.04.2010) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 5 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.
NOTE: Charge reference EGL240722.
- 6 (06.08.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 7 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	16.04.2010 Edged and numbered 2 in blue	Warehouse, Hartmann Road	24.02.2010 8 years from 24/02/2010	EGL570410
2	12.11.2018 Edged and	Land at Rymill Street, Silvertown	09.07.2018 From 9 July	

Title number EGL291578

Schedule of notices of leases continued

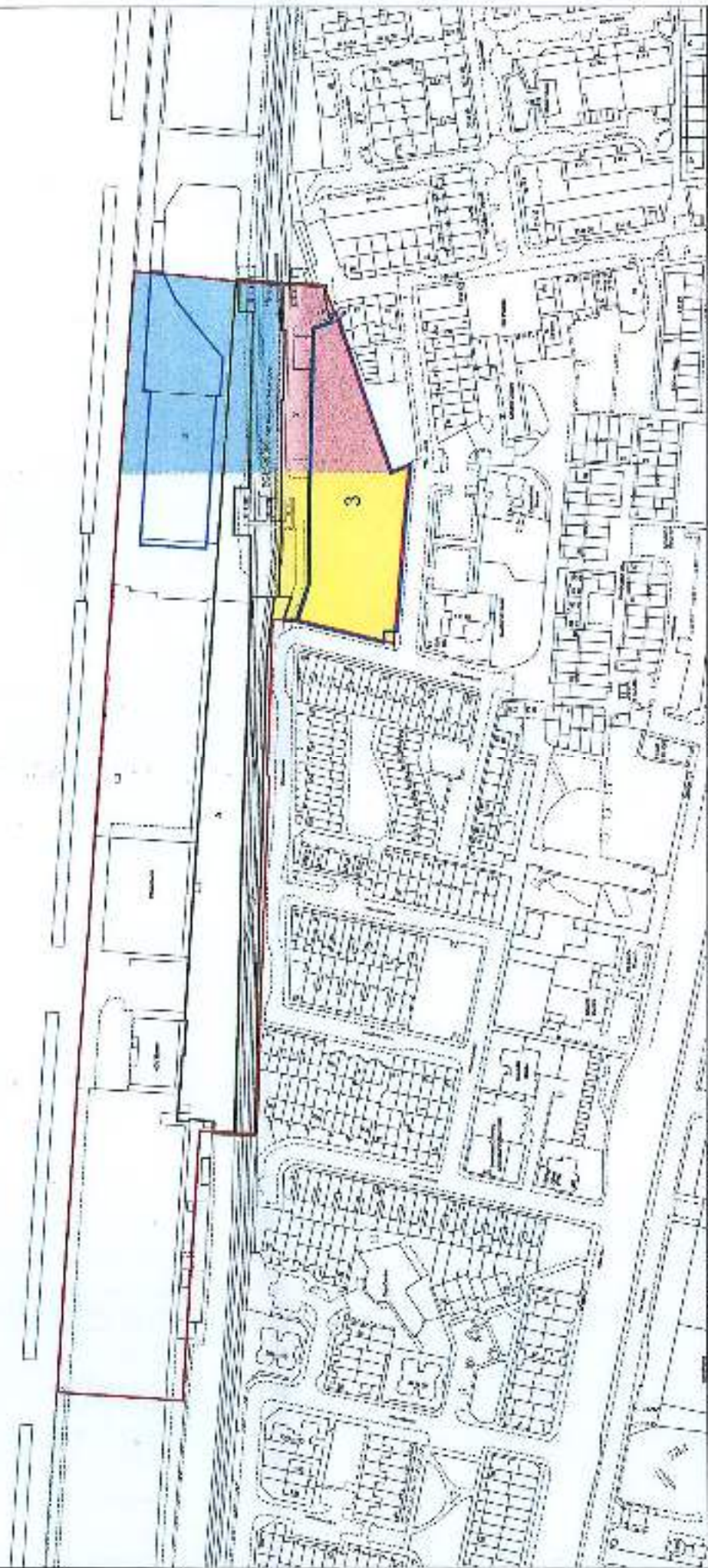
Registration date and plan ref. numbered 3 in blue	Property description	Date of lease and term	Lessee's title
		2018 to 1 September 2022	

End of register



HM Land Registry
 Official copy of
 title plan

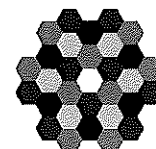
Official copy of the title plan for the land shown in this plan. It is not a map and does not show the actual boundaries of the land. It is a plan of the land as it is shown in the title deeds. It is not a map and does not show the actual boundaries of the land. It is a plan of the land as it is shown in the title deeds.



This plan was prepared in accordance with the provisions of the Land Registration Act 2002 and the Land Registration Rules 2003. It is a plan of the land as it is shown in the title deeds. It is not a map and does not show the actual boundaries of the land. It is a plan of the land as it is shown in the title deeds. This plan is subject to the provisions of the Land Registration Act 2002 and the Land Registration Rules 2003. It is not a map and does not show the actual boundaries of the land. It is a plan of the land as it is shown in the title deeds.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number EGL481346

Edition date 26.07.2018

- This official copy shows the entries on the register of title on 13 MAY 2023 at 19:38:30.
- 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 13 May 2023.
- 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, Telford 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.

NEWHAM

- 1 (14.12.2004) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at King George V Dock, London.
- 2 (14.12.2004) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 5 October 2004
Term : From 5 December 2003 to 5 December 2022
Parties : (1) KGV Dock Properties Limited
(2) London City Airport Limited
- 3 (14.12.2004) Where relevant, the provisions contained in the deeds set out in the register of the lessor's title referred to in the registered Lease are set out in the register of this title.
- 4 (14.12.2004) 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 (14.12.2004) 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 (22.03.2017) As to the part edged and lettered X in green on the title plan Lease determined. Register closed.
- 8 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.

Title number EGL481346

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 (14.12.2004) PROPRIETOR: LONDON CITY AIRPORT LIMITED (Co. Regn. No. 01963361) of London City Airport, Royal Docks, London E16 2PX.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register 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 (14.12.2004) A Deed dated 6 August 1990 made between (1) London City Airport Limited (Company) and (2) London Docklands Development Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.
- 3 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 4 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed dated 6 August 1990 referred to in the Charges Register:-

"THE Corporation in its capacity as freehold owner of the blue land hereby covenants with the Company that:-

(a) it will not use or permit or suffer the use of the blue land for any purpose, and

(b) it will not carry out or seek or carry out or cause or permit any other person to carry out or seek to carry out any development on the blue land

save that this shall not prevent the use or development of the blue land for purposes that are in the Corporation's view in its capacity as freehold owner of the blue land compatible with the location of the blue land within the public safety zones and for which any necessary grant of planning permission is obtained
2. THE Corporation shall not make any claim for compensation against the Company as a result of the covenant contained in this Deed

Schedule of restrictive covenants continued

3. THE Corporation in respect of the blue land shall indemnify the Company in relation to any expenditure that may be properly and reasonably incurred by the Company pursuant to a claim for compensation which would were it not for the provisions of this clause be the responsibility of the Company to pay arising from a planning decision under Part III of the Town and Country Planning Act 1971 whereby planning permission for development of the blue land or any part or parts thereof is refused or conditions are imposed because the Civil Aviation Authority have so advised in view of the existence of the public safety zones on all or part of the blue land

4. THE Corporation hereby covenants to do or concur in doing all things necessary to enable entries relating to this Deed to be made (subject always to the overriding discretion of the Chief Land Registrar) in the Charges Register of the title numbers affected by the terms of this Deed and shall furnish the Comdpany with details of such entries as and when made

5. FOR the avoidance of doubt the expressions "the Company" and "the Corporation" shall include their successors in title and those deriving title under them and the expression "land" shall include areas of land covered by water

6. FOR the avoidance of doubt the provisions of this Deed shall apply only to the blue land and not to any other land within the public safety zones"

NOTE: The land in this title falls within the blue land referred to.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

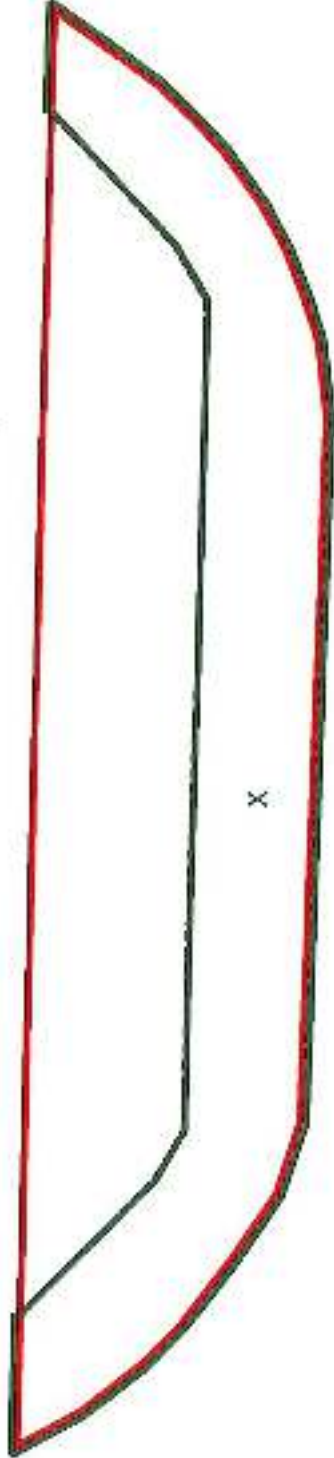
This official copy is issued on 04 June 2024 shows the state of this title plan on 04 June 2024 at 09:29:07. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Telford Office .

HM Land Registry
Official copy of
title plan

Title number **EGL481346**
Ordnance Survey map reference **TQ4380SW**
Scale **1:1250**
Administrative area **Newham**



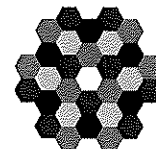
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King George V Dock

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy
of register of
title

Title number EGL527797

Edition date 05.08.2021

- This official copy shows the entries on the register of title on 13 MAY 2023 at 19:33:51.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 13 May 2023.
- 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, Telford 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.

NEWHAM

- 1 (12.03.2007) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being part of London City Airport, Connaught Road, London.

NOTE 1: The airspace above and adjacent to the land in this title and any building and the soil and material beneath the foundations of any building are excluded from the title.

NOTE 2: As to the part edged and numbered 2 and 3 in brown on the title plan the viaduct structure, the airspace above the viaduct structure, the piers and columns supporting the viaduct structure and the pier subsoil more particularly described in the Transfer dated 12 February 2007 referred to below are excluded from the title.

NOTE 3: As to the part tinted blue on the title plan the British Rail Tunnel running under the premises is excluded from the title.

- 2 (12.03.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 28 October 1999
Term : 4 years from 23 December 2018 to 22 December 2022
Parties : (1) Marketspur Limited
(2) London City Airport Limited

NOTE: The Lease dated 23 December 1998 and Deed of Variation dated 28 October 1999 referred to in the above lease is registered under title number EGL517814 NOTE 2: The lease comprises also other land

- 3 (12.03.2007) 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 (12.03.2007) 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.
- 5 (12.03.2007) The title includes any legal easements granted by the

A: Property Register continued

registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

NOTE: The rights granted in Part II of the First Schedule are included in the title only so far as the landlord had the power to grant the same.

- 6 (12.03.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by a Lease dated 12 August 1991 made between (1) The Port of London Authority (2) John Mowlem & Co. PLC and (3) London City Airport Limited.

NOTE: Copy lease filed under EGL288796.

- 7 (12.03.2007) The land has the benefit of but is subject to for the term stated therein rights in case of emergency only to pass and repass over the emergency accessways contained in a Deed of Grant dated 7 November 1991 made between (1) London Docklands Development Corporation (2) London City Airport (Developments) Limited (3) London City Airport Limited (4) John Mowlem and Company PLC and (5) The Port of London Authority upon the terms therein mentioned.

NOTE: Copy filed under EGL288796.

- 8 (12.03.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 12 February 2007 made between (1) City Aviation Properties Limited and others and (2) Docklands Light Railway Limited.

NOTE: Copy filed under EGL519266.

- 9 A Deed dated 14 September 2007 made between (1) Marketspur Limited and (2) London City Airport Limited rectified the terms of the registered lease and the Deed of Variation dated 28 October 1999 referred to above.

NOTE: Copy filed under EGL518714.

- 10 The landlord's title is registered.

- 11 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.

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 (12.03.2007) PROPRIETOR: LONDON CITY AIRPORT LIMITED (Co. Regn. No. 01963361) of City Aviation House, London City Airport, Royal Docks, London E16 2PB.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not

B: Proprietorship Register continued

apply to the disposition.

C: Charges Register

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

- 1 (12.03.2007) The land tinted brown on the title plan together with other land is subject to the following restrictive conditions:-

No manufacture trade business or operations of a noisome dangerous or noisy kind is to be carried on.
- 2 (12.03.2007) The land tinted yellow on the title plan together with other land is subject to the following restrictive conditions:-

No manufacture trade business or operations of a noisome dangerous or noisy kind shall be carried on in or upon the land or any building thereon and no building thereon shall be used as an hotel public house or tavern or for the sale of beer wines and spirits.
- 3 (12.03.2007) A Conveyance of the freehold estate in the land tinted mauve 3 on the title plan and other land dated 25 January 1911 made between (1) Edmund Hegan Kennard (Vendor) and (2) Harry Osborn (Purchaser) contains the following covenants:-

"AND the Purchaser for himself and his assigns and to the intent and so that the covenants hereinafter contained shall be binding on the said lands and premises hereby assured into whosoever hands the same may come and on all future owners and tenants of the same and every part thereof hereby covenants with the Vendor his heirs and assigns that he the Purchaser his heirs or assigns will not carry on upon the lands hereby conveyed or in any building which man hereafter be erected thereon any manufacture trade business or operations of a noisome dangerous or noisy kind and shall not use any such building as an hotel or public house or tavern or for the sale of beer wine or spirits."
- 4 (12.03.2007) Lease dated 27 October 1955 of the land edged and numbered 1 in brown on the title plan together with other land to Port Line Limited for 42 years from 27 April 1953.

NOTE: No copy fo the Lease referred to is held by Land Registry.
- 5 (12.03.2007) An Agreement dated 30 December 1983 made between (1) The Port of London Authority (2) John Mowlem and Company PLC (3) The London Docklands Development Corporation and (4) The Mayor and Burgesses of The London Borough of Newham contains covenants.

NOTE: Copy filed under EGL147506.
- 6 (12.03.2007) The part of the land affected thereby is subject to all subsisting rights of British Rail in respect of the railway tunnel shown by tinting blue on the title plan.
- 7 (12.03.2007) Agreement for lease of the land edged and numbered 4 in brown on the title plan dated 15 March 1990 in favour of The Mayor and Commonality and Citizens of The City of London for a term expiring on 25 October 1996.

NOTE: Copy filed under EGL288796.
- 8 (12.03.2007) An Exchange of Lands Agreement under Seal dated 7 February 1989 made between (1) London City Airport Limited (2) London Docklands Development Corporation and (3) The Port of London Authority contains provisions which relate to the land in this title.

NOTE: Copy filed under EGL288796.
- 9 (12.03.2007) The land in this title and other land is subject to the rights granted by a Deed dated 30 June 1999 made between (1) Stratfield Limited, (2) City Aviation Properties Limited, (3) Marketspur Limited, (4) London City Airport Limited and (5) The Urban Regeneration Agency (known as English Partnerships).

C: Charges Register continued

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under EGL288796.

- 10 (12.03.2007) A Deed of Variation dated 15 October 1999 made between (1) City Aviation Properties Limited (2) Marketspur Limited (3) London City Airport Limited (4) Allied Irish Banks PLC and (5) The Mayor and Burgesses of the London Borough of Newham relates to an Agreement under S.106 of the Town & Country Planning Act dated 21 July 1998 made between (1) Stratfield Limited (2) London City Airport Limited (3) Allied Irish Banks PLC and (4) The Mayor and Burgesses of the London Borough of Newham.

NOTE: Copy Deed of Variation filed under EGL288796. No copy of the Agreement filed at the Registry.

- 11 (12.03.2007) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

- 12 (12.03.2007) The parts of the land affected thereby are subject to the rights granted by a Lease of the ground and first floor sub station Leases within the edged and numbered 1 in blue on the title plan dated 7 March 2003 referred to in the schedule of leases hereto:-

NOTE 1: No copy of the Agreements referred to are filed in the Land Registry

NOTE 2: The land in this title formed part of the Airport referred to

NOTE 3: Copy lease filed under EGL476984.

- 13 (12.03.2007) The parts of the land affected thereby are subject to the rights granted by a Lease of the Airspace and Cables shown by a blue broken line between the land edged and numbered 2, 3 and 4 in blue on the title plan dated 7 March 2003 referred to in the schedule of leases hereto:-

NOTE 1: No copy of the Agreements referred to are filed in the Land Registry

NOTE 2: The land in this title formed part of the Airport referred to

NOTE 3: Copy lease filed under EGL477022.

- 14 (12.03.2007) The parts of the land affected thereby are subject to the rights granted by a Lease of the sub station sites edged and numbered 2,3 and 4 in blue on the title plan dated 7 March 2003 referred to in the schedule of leases hereto:-

NOTE 1: No copy of the Agreements referred to are filed in the Land Registry

NOTE 2: The land in this title formed part of the Airport referred to

NOTE 3: Copy lease filed under EGL477023.

- 15 (12.03.2007) The parts of the land affected thereby are subject to the rights granted by a Lease dated 26 January 2007 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under EGL516856.

- 16 (12.03.2007) The parts of the land affected thereby are subject to the rights granted by a Lease dated 26 January 2007 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under EGL516858.

- 17 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.

- 18 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co.

C: Charges Register continued

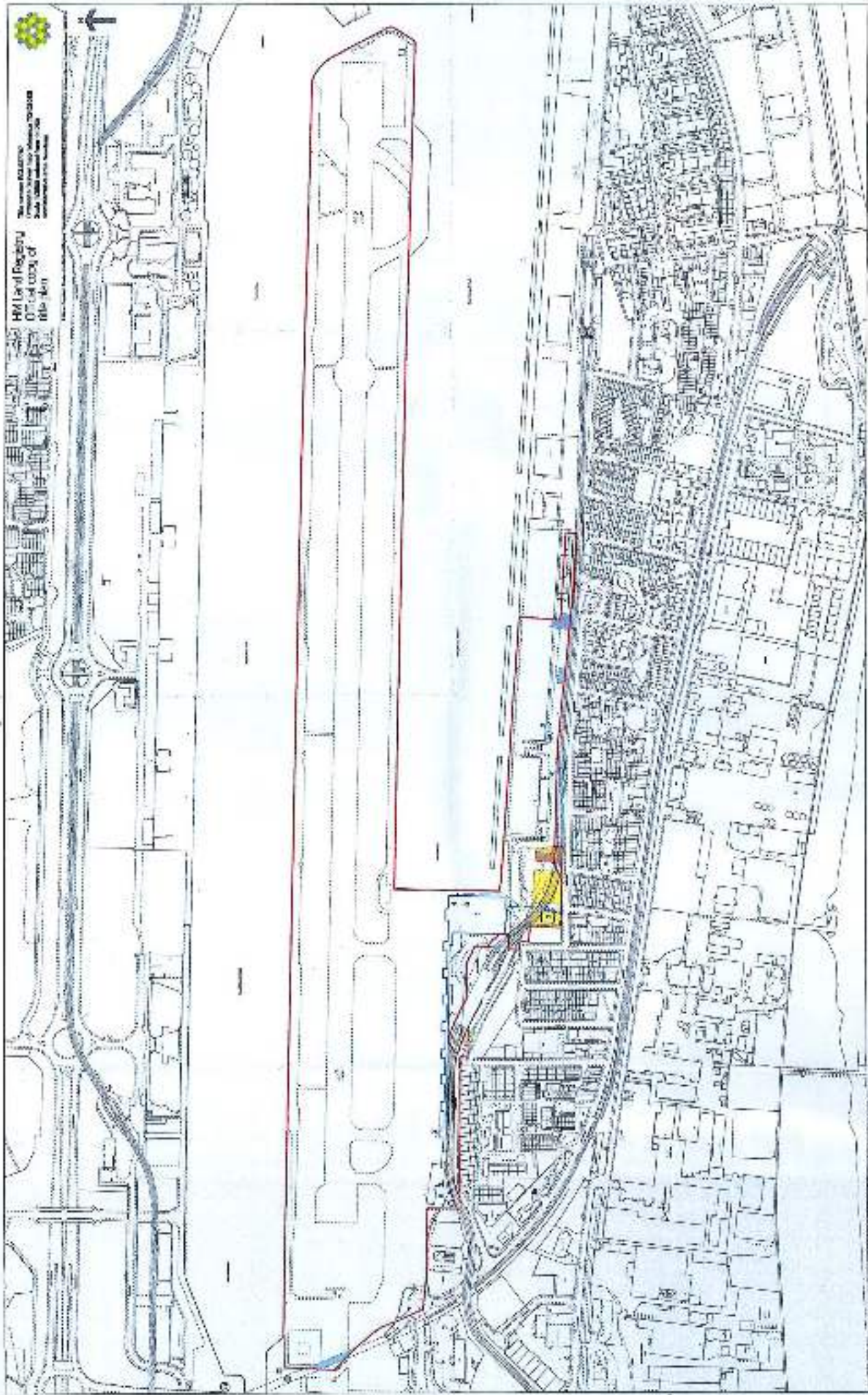
Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.

- 19 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	12.03.2007 Edged and numbered 1 in blue (part of) NOTE: See entry by this lease	Electricity Sub Station Sites (Ground and First Floor level)	07.03.2003 30 years from 7.3.2003	EGL476984
2	12.03.2007 Blue broken lines between edged and numbered 2, 3 and 4 in blue (part of) NOTE: See entry by this lease	Airspace and Cables	07.03.2003 30 years from 7.3.2003	EGL477022
3	12.03.2007 Edged and numbered 2 and 3 in blue NOTE 1: The lease comprises also other land. NOTE 2: See entry granted by this lease	Electricity Sub Station Sites	07.03.2003 30 years from 7.3.2003	EGL477023
4	12.03.2007 Edged and numbered 5 in blue NOTE: See entry by this lease	New Eastern Substation	26.01.2007 30 years from 7.3.2003	EGL516856
5	12.03.2007 Edged and numbered 6 in blue NOTE: See entry by this lease	New Western Substaion	26.01.2007 30 years from 7.3.2003	EGL516858

End of register



This plan is a copy of the original plan and is not a contract. The information on this plan is for reference only and does not constitute a contract. The plan is subject to the terms and conditions of the plan.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number EGL527799

Edition date 05.11.2021

- This official copy shows the entries on the register of title on 13 MAY 2023 at 19:40:16.
- 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 13 May 2023.
- 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, Telford 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.

NEWHAM

- 1 (12.03.2007) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being part of London City Airport, Connaught Road, London.

NOTE 1: As to the part tinted yellow on the title plan the Silvertown Tunnel and its surrounding structure is excluded from this title.

NOTE 2: The airspace above and adjacent to the land in this title and any building and the soil beneath the foundations of any building are excluded from the title.

NOTE 3: As to the parts edged and numbered 1 in blue and tinted mauve on the title plan the viaduct, the airspace above the viaduct structure, the piers and columns supporting the viaduct structure and the pier subsoil more particularly described in the Transfer dated 12 February 2007 referred to below are excluded from the title.

- 2 (12.03.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 28 October 1999
Term : 4 years from 23 December 2018 to and including 22 December 2022

Parties : (1) Marketspur Limited
(2) London City Airport Limited

NOTE 1: The Existing Lease dated 23 December 1998 referred to in the above lease is registered under EGL518714. The Lease and Deed of Variation dated 28 October 1999 referred to in the above lease is registered under EGL518714 and EGL527799

NOTE 2: The lease comprises also other land

NOTE 3: No copy of the lease is held by Land Registry

- 3 (12.03.2007) 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.

4 (12.03.2007) 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.

5 (12.03.2007) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.

NOTE: The rights granted in Part II of the First Schedule of the Existing Lease dated 23 December 1998 are included in the title only so far as the landlord had the power to grant the same.

6 (12.03.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer dated 12 February 2007 made between (1) City Aviation Properties Limited and others and (2) Docklands Light Railway Limited.

NOTE: Copy filed under EGL519266.

7 By a Deed dated 14 September 2007 made between (1) Marketspur Limited and (2) London City Airport Limited the terms of the registered lease were varied. The said Deed also rectified the extent of the land demised.

NOTE: Copy filed under EGL518714.

8 The landlord's title is registered.

9 (01.03.2010) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

10 (01.10.2010) As to the part edged and lettered X in green on the title plan Lease determined. Register closed.

11 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under EGL240722.

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 (12.03.2007) PROPRIETOR: LONDON CITY AIRPORT LIMITED (Co. Regn. No. 01963361) of City Aviation House, London City Airport, Royal Docks, London E16 2PB.

2 (19.05.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.

3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register 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 (12.03.2007) A Conveyance of the freehold estate in the land tinted brown and tinted pink on the title plan and other land dated 13 November 1879 made between (1) The Silvertown Land Company Limited (Vendors) and (2) Alexander Winton Robertson and James Pollock (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (12.03.2007) By a Conveyance dated 13 June 1912 made between (1) Alfred Woolgar and (2) Morrison Fairclough, Frank Fairclough and Arthur Fairclough (Purchasers) the freehold estate in the land tinted brown on the title plan together with other land was conveyed subject to stipulations details of which are set out in the Schedule hereto.
- 3 (12.03.2007) By a Conveyance dated 4 August 1926 made between (1) The Port of London Authority and (2) Michael Heaslip the freehold estate in the land tinted blue on the title plan and other land was conveyed subject to stipulations details of which are set out in the Schedule hereto.
- 4 (12.03.2007) By a Conveyance dated 4 August 1926 made between (1) The Port of London Authority and (2) Michael Heaslip the freehold estate in the land edged and numbered 1 and 2 in mauve on the title plan was conveyed subject to the stipulations details of which are set out in the schedule hereto.
- 5 (12.03.2007) A Transfer of the freehold estate in the land tinted brown on the title plan dated 11 November 1936 made between (1) The Mayor Alderman and Burgesses of the County Borough of West Ham (Corporation) and (2) Pinchin Johnson & Co. Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (12.03.2007) A Conveyance of the freehold estate in the land tinted pink, tinted blue and edged and numbered 1 and 2 in mauve on the title plan and other land dated 11 November 1936 made between (1) The Mayor Aldermen and Burgesses of The County Borough of West Ham (Corporation) and (2) Pinchin Johnson & Co Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 (12.03.2007) The land tinted pink, tinted blue and edged and numbered 1 and 2 in mauve on the title plan is subject to the following rights reserved by the Conveyance dated 11 November 1936 referred to above:-

Out of the assurance hereinbefore contained there is reserved to the Corporation in fee simple the full and free right of passage and running of water and soil from and to the land of the Corporation adjoining or near to the hereditaments hereby assured through the drains sewers hydrants water supply pipes and gully drainage pipes which are shown on the plan thereunto annexed And also a right of access to and liberty from time to time with workmen or others to enter on the hereditaments hereby assured for the purpose of repairing renewing cleansing and maintaining the said drains sewers hydrants and pipes and also the viaduct and staircase shown on the said plan the Corporation and its successors in title giving to the Purchaser and its and their tenants reasonable notice previous to such entry and doing thereby no unnecessary damage to the hereditaments hereby assured."

NOTE: Copy plan filed under NGL110593.
- 8 (12.03.2007) The part of the land affected thereby is subject to the rights granted by a Deed dated 5 March 1940 made between (1) Port of London Authority and (2) West Ham Council but neither the original Deed nor a certified copy or examined abstract thereof was produced on first registration.
- 9 (12.03.2007) An Agreement under seal dated 14 May 1968 made between (1) British Railways Board and (2) Port of London Authority relates to the maintenance and repair of the Tunnel in the vicinity of Connaught Road.

NOTE: Copy filed under EGL177205.

C: Charges Register continued

- 10 (12.03.2007) A Transfer of the freehold estate in the land edged and numbered 3 in mauve on the title plan and other land dated 28 October 1983 made between (1) The Port of London Authority (PLA) and (2) London Docklands Corporation (LDDC) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 11 (12.03.2007) The land edged and numbered 3 in mauve on the title plan and other land is subject to the following rights reserved by the Transfer dated 28 October 1983 referred to above:-

 "There is excepted and reserved to PLA in fee simple

 (a) a full and uninterrupted right of light and air for the buildings from time to time on the PLA's land shown edged green on the plan ("the retained land") over and from the premises

 (b) the right to alter any buildings or erections from time to time on the retained land and to erect any buildings or erections on the retained land as the PLA think fit notwithstanding any obstruction or interference which is caused to the access of light or air to the premises or to any windows or openings in any buildings or erections from time to time on the premises

 (2) It is hereby declared that the access of light and air to the premises and to the windows or openings mentioned in paragraph (1) (b) of this Clause from the retained land shall be deemed to be enjoyed by the PLA's consent and not as of right"
- 12 (12.03.2007) The land edged and numbered 5 in mauve on the title plan is subject to the following rights contained in an Agreement for Lease of the adjoining land known as the London City Airport or Stolport Site dated 8 March 1988 made between (1) The Port of London Authority (PLA) and (2) John Mowlem and Company PLC for 60 years from the date and subject to determination as therein mentioned.

SCHEDULE 3

The Tenant's Rights

1. The unobstructed passage of water, soil, gas and electricity from and to the premises through any service connections of the PLA which serve but are not within the premises.

.....
..

3. Full and free right of access for aircraft whilst in the air over neighbouring land and property of the PLA.

NOTE: By a Deed of Variation dated 13 January 1986 made between (1) The Port of London Authority and (2) Mowlem Developments Limited the said rights were varied as follows:-

In Schedule 3, paragraph 1 the words "together with a full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspect thereof" shall be inserted at the end of the paragraph.

.....
..

- 13 (12.03.2007) A Transfer of the freehold estate in the land edged and numbered 4 in mauve on the title plan and other land dated 7 February 1989 made between (1) The Port of London Authority (PLA) and (2) The London Docklands Corporation contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 14 (12.03.2007) A Deed dated 6 August 1990 made between (1) London City Airport Limited (Company) and (2) London Docklands Development Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 15 (12.03.2007) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant and Covenant dated 15

C: Charges Register continued

November 1994 made between (1) London Docklands Development Corporation (LDDC) (2) Port of London Authority (PLA) (3) London City Airport Limited (LCA) (4) Royal Docks Management Authority Limited (RODMA) and (5) Stolport Properties Limited:-

"LDDC as beneficial owner for the freehold interest in the LDDC land and RODMA as lessee under the RODMA Lease hereby respectively grant to PLA as appurtenant to its freehold interest in the Property the rights set out in the First Schedule hereto TO HOLD the same unto the PLA in fee simple

THE FIRST SCHEDULE

Rights

1. Services

The unobstructed passage of water soil gas and electricity from and to the Property to any service connections of LDDC and/or RODMA situated in under or over the LDDC land or the RODMA premises and which at the date of this Deed serve the Property together with full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspection thereof Provided that LDDC and/or RODMA shall be at liberty to divert the route of the service connections situated on their land to a route or routes not materially less convenient or commodious to the PLA or LCA subject to LDDC or RODMA (as the case may be):-

(i) carrying out all necessary works of diversion at its or their own cost and as expeditiously as reasonably possible

(ii) in the event that such diversion causes the use of the service connections to be temporarily interrupted to provide at its or their own cost alternative temporary facilities or service connections during the period in which the permanent service connections are out of use so that the passage of services to the Property is not interrupted save at times of minimum inconvenience approved by the PLA and LCA (such approval not to be unreasonably withheld taking into account the requirement of the PLA and LCA to operate the business at the time carried on on the Property and the need for LDDC or RODMA (as the case may be) to vary the service route and

(iii) to indemnify LCA and the PLA against all liabilities which they may incur as a result of the default or negligence on the part of LDDC or RODMA (as the case may be) in complying with their obligations contained in this proviso

.....
..

NOTE: The RODMA Lease is dated 28 September 1990 made between (1) London Docklands Development Corporation (LDDC) and (2) Royal Docks Management Authority Limited (RODMA). The Property is London City Airport and the Fuel storage area adjacent thereto

The land edged and numbered 1, 2 and 3 in brown on the title plan comprises part of the LDDC Land referred to.

16 (12.03.2007) The part of the land affected thereby is subject to all subsisting rights of British Rail in respect of the railway tunnel shown tinted yellow on the title plan.

17 (12.03.2007) The land edged and numbered 1, 2 and 3 in brown on the title plan is subject to the rights reserved by a Transfer of the freehold estate thereof dated 26 March 1998 made between (1) London Docklands Development Corporation and (2) Stratfield Limited.

NOTE: Copy filed under EGL371083.

18 (12.03.2007) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant of Easement dated 30 June 1999 made between (1) Stratfield Limited (2) London City Airport Limited and (3) The Urban Regeneration Agency.

C: Charges Register continued

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under EGL371087.

- 19 (12.03.2007) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.
- 20 (12.03.2007) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 2 in blue on the title plan dated 30 June 1999 referred to in the Schedule of leases hereto :-

Together with the rights and easements set out in the Schedule hereto:

THE SCHEDULE

Rights and Easements Granted

The right to pass and re-pass with or without vehicles at all reasonable times and for all purposes in connection with the use of the Premises over and along the access road shown for identification purposes only coloured brown on Plan 1 annexed hereto or along such other no materially less convenient or appropriate access road as the Lessor may specify from time to time.

The right of support and protection for the Premises from the adjoining land of the Lessor.

The right for the Lessee and its contractors or agents and their respective servants and workmen at all times during the Term:

to lay and during the continuance of the Term to use and maintain through or under that part of the adjoining or neighbouring land belonging to the Lessor (the "Adjoining Premises") in the position shown by the broken orange line on Plan 2 annexed hereto such electric lines, ducts and other apparatus as may in the opinion of the Lessee from time to time be requisite; and

to enter the Adjoining Premises for the purpose of carrying out such acts and things as may be necessary for the purposes of installing, re-laying, inspecting, maintaining or removing any such plant, electric lines or other apparatus as aforesaid.

NOTE 1: The access road shown coloured brown on plan 1 referred to is shown hatched brown on the title plan so far as affects the land in this title

NOTE 2: The land shown by an orange line on plan 2 is shown by a blue broken line on the title plan.

- 21 (19.05.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.

- 22 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 23 (19.05.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 13 November 1879 referred to in the Charges Register:-

COVENANT by Purchaser for themselves their heirs and assigns with Vendors their successors and assigns Not to carry on or permit or suffer to be carried on in or upon any messuage or building then

Schedule of restrictive covenants continued

erected or to be erected on the said plots of ground the trade of an Innkeeper Victualler or Retailer of wine spirits or beer.

- 2 The following are details of the stipulations contained in the Conveyance dated 13 June 1912 referred to in the Charges Register:-

Subject to the following restrictions that is to say that the Purchasers will not carry on or permit or suffer to be carried on in or upon any messuage or building now erected or to be erected on the said piece of land the trade of an Innkeeper Victualler or Retailer of wine spirits or beer.

- 3 The following are details of the stipulations contained in the First Mentioned Conveyance dated 4 August 1926 referred to in the Charges Register:-

PART II

Covenants and stipulations relating to the land coloured green on the said plan

1. Covenant or stipulation referred to in an Indenture dated 8 December 1875 and made between The Silvertown Land Company Limited of the first part the Reverend Justice Chapman of the second part and the Great British Railway Company of the third part and being a stipulation that the trade of an innkeeper victualler or retailer of wines spirits or beer should not be carried on upon the said land.

2. Stipulations referred to in an Indenture of Conveyance dated 8 December 1875 and made between Joseph Morris of the one part and the Great Eastern Railway Company of the other part and being covenants entered into by Joseph Morris in an Indenture dated 7 November 1867 with the Eastern District Freehold Estate Company Limited forthwith to erect throughout the whole length of the Northern side of the lands thereby granted within the boundary thereof a proper and sufficient fence and thenceforth forever to maintain and repair the same And not to carry on or permit or suffer to be carried on upon the said lands thereby granted or at or upon any erection or building to be placed thereon or on any part thereof the trade or business of an innkeeper victualler or retailer of wines spirits or beer And before erecting any building thereon or any part thereof to submit the plan and elevation of such building to the Surveyor for the time being of the said Company and their successors and to obtain the approval of such Surveyor to such plan and elevation.

NOTE: The land coloured green referred to above is tinted blue on the title plan.

- 4 The following are details of the stipulations contained in the Second Mentioned Conveyance dated 4 August 1926 referred to in the Charges Register:-

PART I

Covenants and Stipulations relating to the land coloured red and blue on the said land

1. A covenant on the part of the said Dock Company contained in the said Indenture of Conveyance dated 28 July 1876 not at any time thereafter to erect or put on the pieces of land first therein described or any part thereof any bank of a greater height than 8 feet nor on the piece of land secondly therein described or any part thereof any Railway embankment of a greater height than 8 feet.

2. The covenants referred to in such last mentioned Conveyance as having been into with one George Parker Bidder in an Indenture dated 28 December 1865 and which are allowed to be covenants for the erection of certain fences and for preventing and prohibiting the construction on the land (and other land thereby conveyed) of any Docks similar to the Victoria London Docks.

PART II

Covenants and stipulations relating to the land coloured green on the said plan

Schedule of restrictive covenants continued

1. Covenant or stipulations referred to in an Indenture dated 8 December 1875 and made between The Silvertown Land Company Limited of the first part the Reverend Justice Chapman of the second part and the Great Eastern Railway Company of the third part and being a stipulation that the trade of an inn-keeper victualler or retailer of wines spirits or beer should not be carried on upon the said land.

2. Stipulations referred to in an Indenture of Conveyance dated 8 December 1875 and made between Joseph Morris of the one part and the Great Eastern Railway Company of the other part and being covenants entered into by Joseph Morris in any Indenture dated 7 November 1867 with the Eastern District Freehold Estate Company Limited forthwith to erect throughout the whole length of the northern side of the lands thereby granted within the boundary thereof a proper and sufficient fence and thenceforth forever to maintain and repair the same And not to carry on or permit or suffer to be carried on upon the said lands thereby granted or at or upon any erection or building to be placed thereon or on any part thereof the trade or business of an innkeeper victualler or retailer of wines spirits or beer And before erecting any building thereon or any part thereof to submit the plan and elevation of such building to the Surveyor for the time being of the said Company and their successors and to obtain the approval of such Surveyor to such plan and elevation.

NOTE: The land coloured red and blue referred to is edged and numbered 2 in mauve on the title plan so far as affects the land in this title. The land coloured green referred to is edged and numbered 1 in mauve on the title plan so far as affects the land in this title.

5 The following are details of the covenants contained in the Transfer dated 11 November 1936 referred to in the Charges Register:-

The Purchaser hereby covenants with the Corporation that the Purchaser and all persons deriving title under it will at all times hereafter observe in respect of the premises hereby assured the stipulations set forth in the Schedule hereto.

THE SCHEDULE

1. There shall be for ever maintained the close boarded fence and gates now erected on the sides of the property hereby assured fronting on to Camel Road and shown on the plan hereunto annexed.

2. No building shall be erected on any part of the property hereby assured so as to abut upon the viaduct and staircase shown on the said plan and a clear space of not less than 8 feet from the said viaduct shall be left for the purpose of enabling access to be had thereto for the purposes of maintenance and repair.

NOTE: Copy plan filed under NGL115093.

6 The following are details of the covenants contained in the Conveyance dated 11 November 1936 referred to in the Charges Register:-

The Purchaser hereby covenants with the Corporation that the Purchaser and all persons deriving title under it will at all times hereafter observe in respect of the premises hereby assured the stipulations set forth in the schedule hereto

THE SCHEDULE

1. There shall be for ever maintained the close boarded fence and gates now erected on the sides of the property hereby assured fronting on to Camel Road and shown on the plan hereunto annexed.

2. No building shall be erected on any part of the property hereby assured so as to abut upon the viaduct and staircase shown on the said plan and a clear space of not less than 8 feet from the said viaduct shall be left for the purpose of enabling access to be had thereto for the purposes of maintenance and repair.

NOTE: Copy plan filed under NGL115093.

Schedule of restrictive covenants continued

- 7 The following are details of the covenants contained in the Transfer dated 28 October 1983 referred to in the Charges Register:-

"The LDDC hereby covenants with the PLA to the intent that the burden of this covenant may run with and bind the premises and every part of them forever and to the intent that the benefit of this covenant may be annexed to and run with the retained land and every part of it not to carry on or permit to be carried on upon the premises work which by reference to its description or the premises is dock work for the purposes of the Dock Work Regulation Act 1976 Section 5(4) not to carry on or permit to be carried on upon the premises any cargo handling operations"

NOTE: The retained land referred to lies to the east and north east of the land edged and numbered 3 in mauve on the title plan.

- 8 The following are details of the covenants contained in the Transfer dated 7 February 1989 referred to in the Charges Register:-

LDDC for itself and its successors in title to the Property hereby covenants with London City Airport Limited and its successors in title so as to bind each and every part of the Property for the benefit of each and every part of the remainder of the land comprised within Title Number EGL147506 that LDDC and all other persons intended to be bound as aforesaid will observe and perform the covenants contained in the Third Schedule.

THE THIRD SCHEDULE

The Covenants referred to above.

(a) That the Property shall not be used other than as a swing bridge for the transport of road traffic and the passage of pedestrians and an elevated approach road and footpath leading thereto and all necessary ancillary purposes and

(b) That the swing bridge shall normally be kept in the position that is open to road vehicles and closed to shipping and

(c) That the swing bridge shall only be open to permit the passage of shipping or maintenance repair or renewal of the swing bridge and all ancillary equipment

(i) during such hours as the airport on the adjoining land within Title Number EGL147506 and known as the London City Airport ("the Airport") is closed to air traffic movements (such hours to be determined by the operator of the Airport) or

(ii) at such other times as the operator of the Airport may permit provided that the operator of the Airport shall permit the swing bridge to be opened at least once a day (if required) by prior arrangement with LDDC or its successors in title.

(iii) that apart from the use of the said bridge and its approach road by all types of road vehicles and by pedestrians LDDC shall not permit the Property to be used in any way which might interfere with the navigational aids at the Airport.

- 9 The following are details of the covenants contained in the Deed dated 6 August 1990 referred to in the Charges Register:-

"THE Corporation in its capacity as freehold owner of the blue land hereby covenants with the Company that:-

(a) it will not use or permit or suffer the use of the blue land for any purpose, and

(b) it will not carry out or seek or carry out or cause or permit any other person to carry out or seek to carry out any development on the blue land

save that this shall not prevent the use or development of the blue land for purposes that are in the Corporation's view in its capacity as

Schedule of restrictive covenants continued

freehold owner of the blue land compatible with the location of the blue land within the public safety zones and for which any necessary grant of planning permission is obtained

2. THE Corporation shall not make any claim for compensation against the Company as a result of the covenant contained in this Deed

3. THE Corporation in respect of the blue land shall indemnify the Company in relation to any expenditure that may be properly and reasonably incurred by the Company pursuant to a claim for compensation which would were it not for the provisions of this clause be the responsibility of the Company to pay arising from a planning decision under Part III of the Town and Country Planning Act 1971 whereby planning permission for development of the blue land or any part or parts thereof is refused or conditions are imposed because the Civil Aviation Authority have so advised in view of the existence of the public safety zones on all or part of the blue land

4. THE Corporation hereby covenants to do or concur in doing all things necessary to enable entries relating to this Deed to be made (subject always to the overriding discretion of the Chief Land Registrar) in the Charges Register of the title numbers affected by the terms of this Deed and shall furnish the Company with details of such entries as and when made

5. FOR the avoidance of doubt the expressions "the Company" and "the Corporation" shall include their successors in title and those deriving title under them and the expression "land" shall include areas of land covered by water

6. FOR the avoidance of doubt the provisions of this Deed shall apply only to the blue land and not to any other land within the public safety zones"

NOTE: The blue land referred to is edged mauve on the supplementary plan 1 to the title plan so far as it affects this title.

Schedule of notices of leases

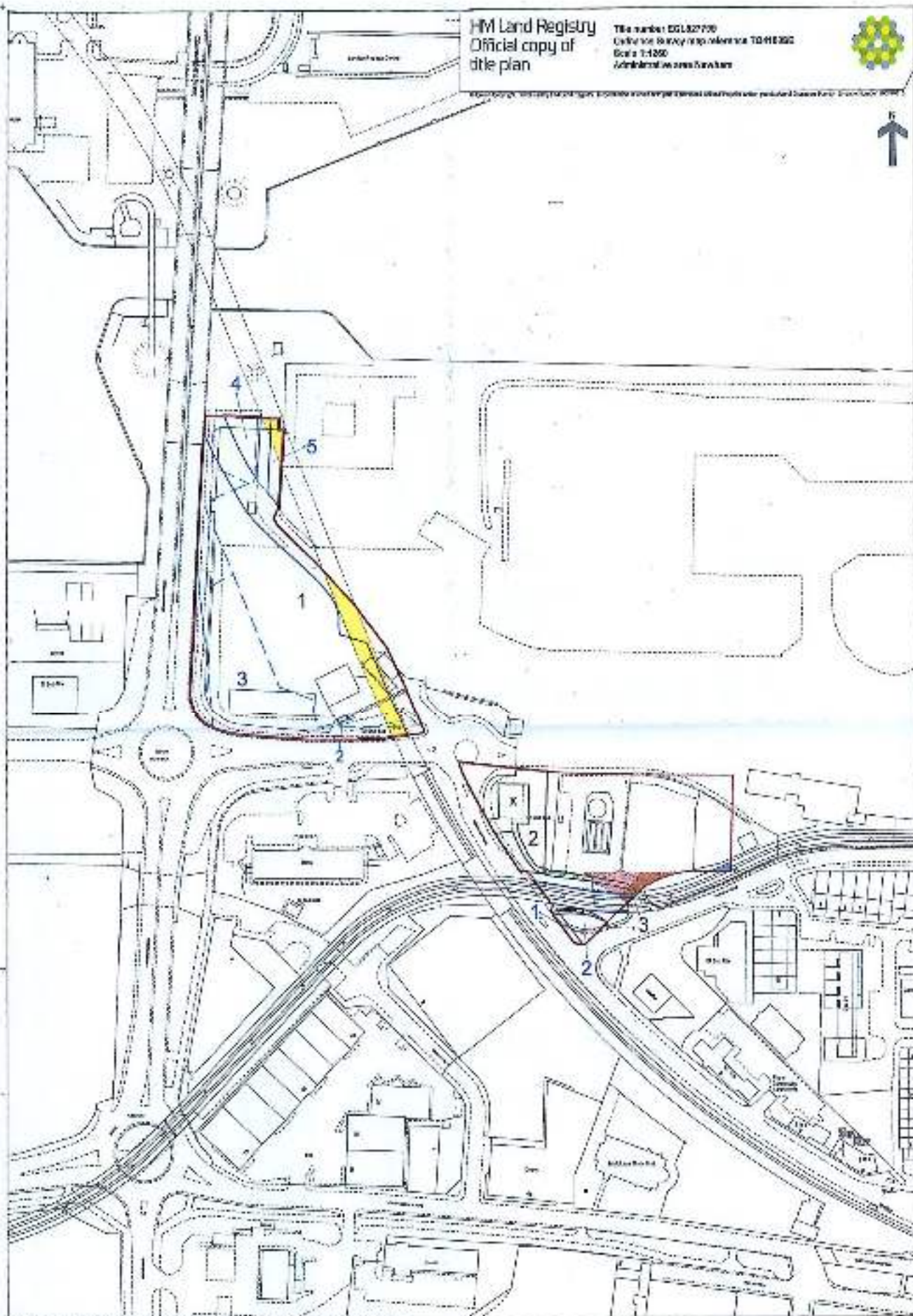
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	12.03.2007 edged and numbered 2 in blue	Electricity Sub Station	30.06.1999 From 29.1.1999 to 29.12.2084	EGL391630

NOTE: See entry in the Charges Register relating to the rights granted by this lease

End of register

HM Land Registry
Official copy of
title plan

Title number: EGL027700
County of Surrey reference: TQ48322
Scale: 1:1250
Administrative revision



This official copy has been prepared from the title plan and title register for the land shown.
It is not valid in evidence to the same extent as the original title plan and title register.
There may be differences between this copy and the original title plan and title register.
This title is derived from the title plan and title register for the land shown.

The electronic official copy of the register follows this message.

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Official copy of register of title

Title number EGL555153

Edition date 26.07.2018

- This official copy shows the entries on the register of title on 15 MAY 2023 at 09:37:59.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 May 2023.
- 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, Telford 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.

NEWHAM

- 1 (20.05.2009) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Land adjoining London City Airport, Woolwich Manor Way, London.
- 2 (20.05.2009) short particulars of the Lease(s) (or under-lease(s)) under which the land is held:
Date : 15 May 2009
Term : From 15 May 2009 to 28 December 2110
Parties : (1) London Development Agency Limited
(2) London City Airport Limited
- 3 (20.05.2009) The Lease prohibits or restricts alienation.
- 4 (20.05.2009) 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 (20.05.2009) PROPRIETOR: LONDON CITY AIRPORT LIMITED (Co. Regn. No. 1963361) of City Aviation House, London City Airport, The Royal Docks, London E16 2PX.
- 2 (22.04.2016) RESTRICTION: No Disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 23 March 2016 in favour of The Royal Bank of Scotland PLC, referred to in the Charges Register, or their conveyancer.

Title number EGL555153

C: Charges Register

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

- 1 (20.05.2009) A Deed dated 6 August 1990 made between (1) London City Airport Limited (Company) and (2) London Docklands Development Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (22.04.2016) REGISTERED CHARGE dated 23 March 2016 affecting also other titles.

NOTE: Charge reference EGL240722.
- 3 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.
- 4 (22.04.2016) The proprietor of the Charge dated 23 March 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 (20.05.2009) The following are details of the covenants contained in the Deed dated 6 August 1990 referred to in the Charges Register:-

"THE Corporation in its capacity as freehold owner of the blue land hereby covenants with the Company that:-

(a) it will not use or permit or suffer the use of the blue land for any purpose, and

(b) it will not carry out or seek or carry out or cause or permit any other person to carry out or seek to carry out any development on the blue land

save that this shall not prevent the use or development of the blue land for purposes that are in the Corporation's view in its capacity as freehold owner of the blue land compatible with the location of the blue land within the public safety zones and for which any necessary grant of planning permission is obtained

2. THE Corporation shall not make any claim for compensation against the Company as a result of the covenant contained in this Deed

3. THE Corporation in respect of the blue land shall indemnify the Company in relation to any expenditure that may be properly and reasonably incurred by the Company pursuant to a claim for compensation which would were it not for the provisions of this clause be the responsibility of the Company to pay arising from a planning decision under Part III of the Town and Country Planning Act 1971 whereby planning permission for development of the blue land or any part or parts thereof is refused or conditions are imposed because the Civil Aviation Authority have so advised in view of the existence of the public safety zones on all or part of the blue land

4. THE Corporation hereby covenants to do or concur in doing all things necessary to enable entries relating to this Deed to be made (subject always to the overriding discretion of the Chief Land Registrar) in the Charges Register of the title numbers affected by the terms of this Deed and shall furnish the Company with details of such entries as and when made

5. FOR the avoidance of doubt the expressions "the Company" and "the Corporation" shall include their successors in title and those deriving title under them and the expression "land" shall include areas of land covered by water

6. FOR the avoidance of doubt the provisions of this Deed shall apply only to the blue land and not to any other land within the public safety zones"

NOTE: The blue land referred to is tinted blue on the title plan so far

Title number EGL555153

Schedule of restrictive covenants continued

as it affects this title.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

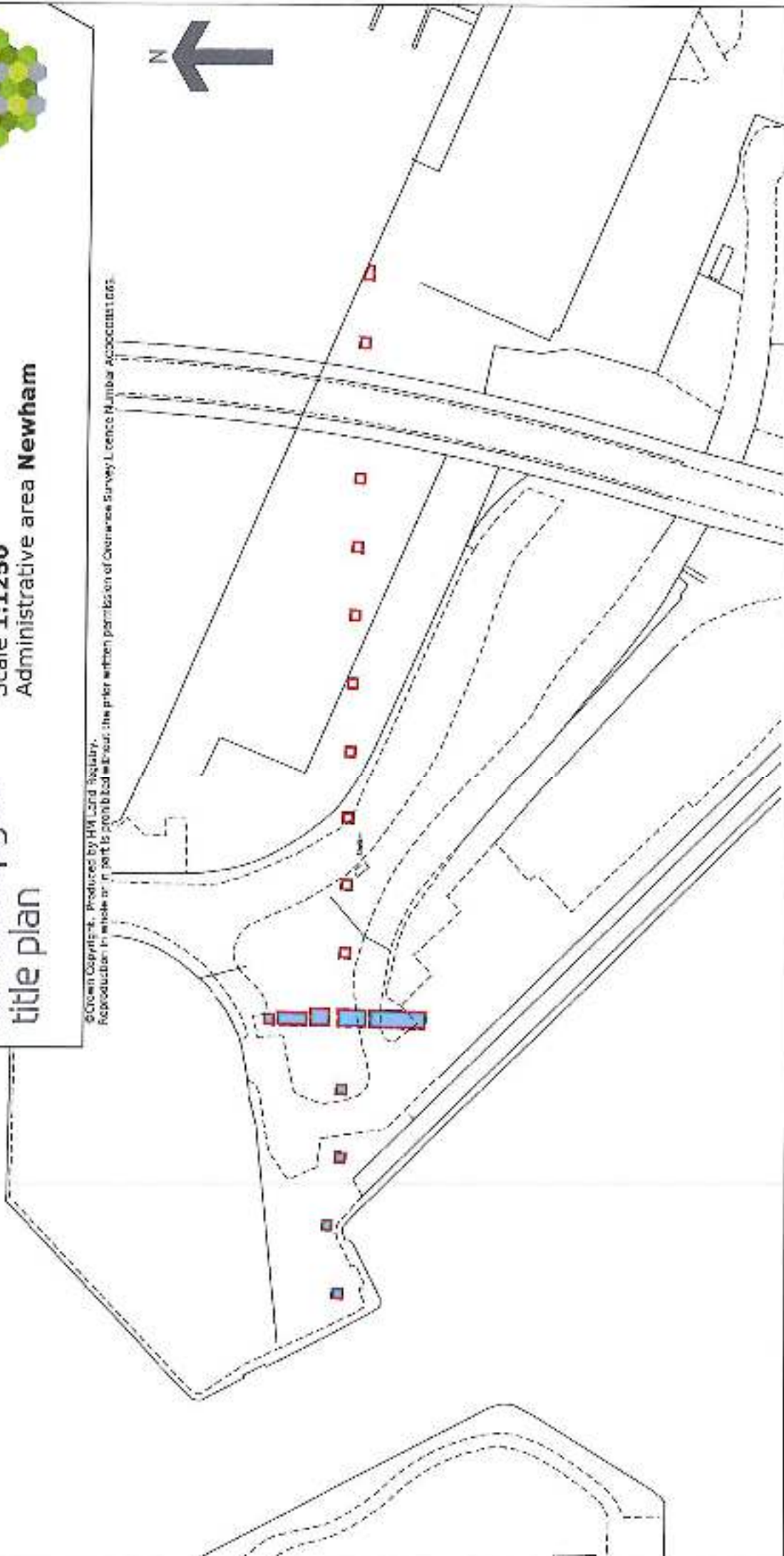
This official copy is issued on 04 June 2024 shows the state of this title plan on 04 June 2024 at 09:24:32. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Telford Office .



HM Land Registry
Official copy of
title plan

Title number **EGL555153**
Ordnance Survey map reference **TQ4380SE**
Scale **1:1250**
Administrative area **Newham**

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This official copy is incomplete without the preceding notes page.

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Official copy of register of title

Title number TGL469846

Edition date 26.07.2018

- This official copy shows the entries on the register of title on 13 MAY 2023 at 19:29:10.
- 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 13 May 2023.
- 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, Telford Office.

A: Property Register

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

NEWPLAN

- 1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being part of King George V Dock and access road lying to the south of London City Airport, London.
- 2 (22.03.2017) The Transfer dated 27 February 2017 referred to in the Charges Register contains a provision excluding the operation of section 62 of the Law of Property Act 1925 as therein mentioned.
- 3 (22.03.2017) The land has the benefit of any legal easements granted by a Deed dated 27 February 2017 made between (1) GLA Land and Property Limited (2) Royal Docks Management Authority Limited and (3) AMI Property Holdings Limited and others.

NOTE: Copy filed under SOL246723.

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 (22.03.2017) PROPRIETOR: LONDON CITY AIRPORT LIMITED (Co. Regn. No. 019633611) of City Aviation House, London City Airport, London E16 3EB.
- 2 (22.03.2017) The price stated to have been paid on 27 February 2017 was £7,550,000 plus £1,510,000 VAT.
- 3 (22.03.2017) 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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of clause 12.5(i) of the Transfer dated 27 February 2017 referred to in the Charges Register have been complied with or that they do not apply to the disposition.
- 4 (22.03.2017) RESTRICTION: No disposition of the registered estate

B: Proprietorship Register continued

(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 proprietor for the time being of the estate registered under title number EGL274217 or their conveyancer that the provisions of Clause 3.11 of the Deed dated 27 February 2017 referred to in the Property Register have been complied with or that they do not apply to the disposition.

- 5 (22.03.2017) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 27 February 2017 in favour of The Royal Bank of Scotland PLC referred to in the Charges Register or their conveyancer.

C: Charges Register

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

- 1 (22.03.2017) The parts of the land affected thereby are subject to such rights as are granted thereover by the leases notice of which was entered in the registers of title numbers EGL258669, EGL465048, EGL274217 and EGL291578 prior to 22 March 2017.

NOTE: The 22 March 2017 is the registration date of the Transfer dated 27 February 2017 referred to above.

- 2 A Conveyance of the land edged and numbered 1 in brown on the title plan and other land dated 10 December 1853 made between (1) George Parker Bidder and (2) John Stemp contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 A Conveyance of the land edged and numbered 2 in brown on the title plan and other land dated 10 February 1854 made between (1) George Parker Bidder (2) John Hall and (3) Francis Charles Gibbs contained the following restrictive stipulations:-
- the said John Hall for himself his heirs executors administrators and assigns covenanted and declared with and to the said George Parker Bidder his appointees heirs and assigns that he the said John Hall his heirs executors administrators or assigns should not nor would sell or manufacture in or upon the land or upon any part thereof any Coal or Coke for use upon the Eastern Counties Railway and also that he or they should not nor would carry on or permit and suffer to be carried on in and upon the land or any part thereof any offensive trade.
- 4 Two Conveyances of the land tinted yellow on the title plan and other land dated 29 December 1859 made between (1) Sir Samuel Morton Peto Baronet and George Parker Bidder and (2) Victoria (London) Dock Company and 20 February 1860 made between (1) Victoria (London) Dock Company (2) George Parker Bidder and (3) Sydney Gedge contained the following restrictive stipulations:

against the erection of Docks without the written permission of the Victoria (London) Dock Company.

AND to the rights and powers of the Dagenham Commissioners as to the construction maintenance and repair of sea walls and drainage and other works of a like nature and generally to the Acts relating to Commissions of Sewers.

- 5 A Conveyance of the land edged and numbered 3 in brown on the title plan and other land dated 5 December 1910 made between (1) Edward Sampson Govil and (2) Harry Osborn contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 6 A Conveyance of the land edged and numbered 4 in brown on the title plan and other land dated 19 May 1913 made between (1) Alice Elizabeth Barwick and (2) Port of London Authority contains the following covenants:-

C: Charges Register continued

Not to land or deposit on said land or upon any part thereof nor make nor manufacture in and upon the same or any part thereof any coal or coke for the purpose of being carried and conveyed upon and by the North Woolwich Railway the Eastern Counties and Thames Junction Railway the Eastern Railway or any of the lines of Railway or branch lines of Railway now belonging or hereafter to belong to the Eastern Counties Railway Company for sale upon or adjoining the said Railways or at any stations or depots in connection therewith or for sale at any other place or places or upon any other lines to which the said North Woolwich Railway Eastern Counties and Thames Junction Railway or Eastern Counties Railway may lead. Not to carry on or permit and suffer to be carried on in and upon the said piece of land or any shops houses or premises to be erected thereupon any noxious noisy or offensive trade or business whatsoever.

- 7 The parts of the land in this title affected thereby are subject to the following rights contained in an Agreement for Lease of the adjoining land known as the London City Airport or Stolport Site dated 8 March 1988 made between (1) The Port of London Authority (PLA) and (2) John Mowlem and Company PLC for 60 years from the date and subject to determination as therein mentioned.

SCHEDULE 3

The Tenant's Rights

1. The unobstructed passage of water, soil, gas and electricity from and to the premises through any service connections of the PLA which serve but are not within the premises.

2. Full and free right of access over or under the water of The Royal Albert and King George V Docks in order to effect repairs to and maintenance of the Dock walls and structures forming part of the premises to operate efficient fire fighting services by boat and to operate safely patrol boats in connection with the enforcement of air safety.

3. Full and free right of access for aircraft whilst in the air over neighbouring land and property of the PLA.

By a Deed of Variation dated 13 January 1986 made between (1) The Port of London Authority and (2) Mowlem Developments Limited the said rights were varied as follows:-

Schedule 3

In Schedule 3, paragraph 1 the words "together with a full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspect thereof" shall be inserted at the end of the paragraph

In paragraph 3 the words "at the date hereof in the ownership" shall be inserted after the word "property" in the final Line

NOTE: The rights set out in paragraph 1 and 3 (as varied) affect the whole of the land in this title. The rights set out in paragraph 2 only affect the water areas of the King George V Dock.

- 8 A Deed dated 6 August 1990 made between (1) London City Airport Limited (Company) and (2) London Docklands Development Corporation (Corporation) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 9 The land is subject for the term therein stated to rights in case of emergency only to pass and repass over emergency accessways contained in a Deed of Grant dated 7 November 1991 made between (1) London Docklands Development Corporation (2) London City Airport (Developments) Limited (3) London City Airport Limited (4) John Mowlem and Company PLC and (5) The Port of London Authority upon the terms therein mentioned.

C: Charges Register continued

NOTE: Copy filed under EGL258669.

- 10 (22.05.1995) The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant and Covenant dated 15 November 1994 made between (1) London Docklands Development Corporation (LDDC), (2) Port of London Authority (PLA), (3) London City Airport Limited (LCA), (4) Royal Docks Management Authority Limited (RODMA) and (5) Stolport Properties Limited:-

"LDDC as beneficial owner for the freehold interest in the LDDC land and RODMA as lessee under the RODMA Lease hereby respectively grant to PLA as appurtenant to its freehold interest in the Property the rights set out in the First Schedule hereto TO HOLD the same unto the PLA in fee simple

THE FIRST SCHEDULE

Rights

1. Services

The unobstructed passage of water soil gas and electricity from and to the Property to any service connections of LDDC and/or RODMA situated in under or over the LDDC land or the RODMA premises and which at the date of this Deed serve the Property together with full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspection thereof Provided that LDDC and/or RODMA shall be at liberty to divert the route of the service connections situated on their land to a route or routes not materially less convenient or commodious to the PLA or LCA subject to LDDC or RODMA (as the case may be):-

(i) carrying out all necessary works of diversion at its or their own cost and as expeditiously as reasonably possible

(ii) in the event that such diversion causes the use of the service connections to be temporarily interrupted to provide at its or their own cost alternative temporary facilities or service connections during the period in which the permanent service connections are out of use so that the passage of services to the Property is not interrupted save at times of minimum inconvenience approved by the PLA and LCA (such approval not to be unreasonably withheld taking into account the requirement of the PLA and LCA to operate the business at the time carried on on the Property and the need for LDDC or RODMA (as the case may be) to vary the service route and

(iii) to indemnify LCA and the PLA against all liabilities which they may incur as a result of the default or negligence on the part of LDDC or RODMA (as the case may be) in complying with their obligations contained in this proviso

2. Repairs to the dock wall, etc

Full and free right of access over or under those parts of the water of the Docks as may be reasonably required in order to effect repairs to and maintenance of the dock walls or other structures which may from time to time form part of or support the Property.

3. Safety patrol boats, etc

The full and free right to operate without charge by LDDC or RODMA efficient fire fighting services by boat and to operate safety patrol boats in connection with the enforcement of air safety over the navigable parts of the Docks provided that if LADD and/or RODMAN shall at any time construct or erect buildings or other structures in on over or under the Docks then this right shall apply only to the residue of the navigable areas of the docks remaining after the construction or erection of such buildings or structures but so that no such buildings or structures shall be erected so as to prevent access by fire fighting boats or patrol boats alongside the Property unless a right of access

C: Charges Register continued

for fire fighting and safety purposes shall be granted to the PLA and LCA over access routes on such buildings or structures for the purposes of fire fighting and enforcement of air safety.

4. Projections

The right to retain all such projections as exist on the date of this Deed over the Docks from the Property and with the prior consent in writing of LDDC and RODMA (such consents not to be unreasonably withheld or delayed) to erect or place such other similar projections over the Docks from the Property as may be reasonably required for the safe and efficient operation of the business then carried on on the Property".

The said deed also contains the following covenants by the grantor:-

"In consideration of the premises LDDC as freehold owner of the LDDC land hereby covenants with PLA as legal owner of the Property and with Stolport as beneficial owner to observe and perform the covenants set out in part 1 of the Second Schedule hereto

LDDC as freehold owner of the LDDC land and RODMA as lessee under the RODMA Lease hereby severally covenant with LCA and as a separate covenant with PLA and Stolport to observe and perform the covenants set out in part 2 of the Second Schedule hereto.

THE SECOND SCHEDULE

Part 1

LDDC covenant

1. Water levels

LDDC to provide so far as not prevented by circumstances beyond their control a water level within the Docks which lies between a minimum of 3.44 metres above ODN (Ordnance Datum Newlyn) and maximum of 4.24 metres above ODN.

2. London Docklands Development Corporation Bill

LDDC shall not exercise the powers conferred by or under the London Docklands Development Corporation Act 1994 ("the Act"), including the powers of the Harbour, Docks and Piers Clauses Act 1847 as applied by the Act, so as to interfere unreasonably with, or, except with the agreement of the PLA, to extinguish the rights set out in the First Schedule hereto

Part 2

LDDC and RODMA covenant

Ship movements

LDDC and RODMA to give at least six hours notice to LCA and PLA (except in case of emergency) of any impending movement of vessels into the Docks or the King George V Lock entrance likely to affect aircraft movements in and out of the Property so that such movements of vessels can be co-ordinated with aircraft movements.

Not to dispose

LDDC and RODMA shall not effect any dealing with the Docks without requiring the person or persons to whom such dealing is made to enter into a covenant with PLA in like terms to those contained in (in the case of LDDC) part 1 of this Schedule and (in the case of LDDC and

C: Charges Register continued

RODMA) this part of this Schedule and in this paragraph the expression "dealing" shall mean any sale transfer assignment or transaction whereby a navigable part of the Docks (not being built in on or over) passes to another person or persons.

NOTE: The definitions used in the Deed are as follows:-

"RODMA Lease

The Lease dated 28 September 1990 and made between LDDC (1) and RODMA (2) whereby the RODMA premises were demised by LDDC to RODMA for the term of 225 years from 28 September 1990.

Property

All that property known as London City Airport Connaught Road in the London Borough of Newham and the fuel storage area adjacent thereto as the same are registered at Land Registry under titles numbers EGL147506 AND EGL240948.

LDDC Land

The land and buildings at the Royal Docks in the London Borough of Newham at the date hereof comprised within title number EGL258669 and (but for the purpose only of the right set out in paragraph 1 of the First Schedule hereto) the land and buildings at the Royal Docks comprised in title numbers EGL218658 and EGL243390 and the land transferred to the LDDC by a Transfer of even date herewith and known as Plot 499B and each and every part of all such land and buildings.

RODMA premises

The premises at the date hereof comprised within the RODMA Lease.

DOCKS

The Royal Albert Dock and the King George V Dock in the London Borough of Newham as at the date hereof."

- 11 (25.06.1999) The land is subject to the easements granted by a lease of five electricity sub stations dated 29 January 1999 made between (1) Urban Regeneration Agency (known as English Partnerships) and (2) Scottish and Southern Energy PLC for a term of 99 years from 29 January 1999.

NOTE: Copy filed under EGL389125.

- 12 (20.09.2006) The land is subject to the rights in favour of Docklands Light Railway Limited as more particularly described and defined in a General Vesting Declaration dated 28 March 2006.

NOTE: Copy General Vesting Declaration filed under EGL509747.

- 13 (19.06.2007) The land is subject to the rights in favour of Docklands Light Railway Limited as more particularly described and defined in a General Vesting Declaration dated 12 February 2007.

NOTE: Copy General Vesting Declaration filed under EGL522957.

- 14 (26.11.2010) The land is subject to the rights created by a General Vesting Declaration dated 26 February 2009 by Docklands Light Railway Limited.

- 15 (19.11.2010) The land is subject to the rights created by a General Vesting Declaration dated 1 April 2009 by Docklands Light Railway Limited.

- 16 (16.04.2010) The parts of the land affected thereby are subject to the rights granted by a Deed dated 24 February 2010 made between (1) City Aviation Properties Limited (2) North Woolwich Properties Limited (3) London City Airport Limited and (4) West Silvertown Properties Limited for a term of 8 years from 24 February 2010.

NOTE:-Copy filed under EGL291578.

C: Charges Register continued

- 17 (22.03.2017) A Transfer of the land in this title dated 27 February 2017 made between (1) GLA Land and Property Limited and (2) London City Airport Limited contains restrictive covenants.

NOTE: Copy filed.

- 18 (22.03.2017) REGISTERED CHARGE contained in a First Supplemental Security Agreement dated 27 February 2017.

NOTE: Original Security Agreement dated 23 March 2016 filed under EGL240722.

- 19 (26.07.2018) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC083026) of 36 St. Andrew Square, Edinburgh EH2 2YB.

- 20 (22.03.2017) The proprietor of the Charge dated 27 February 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 21 (22.08.2017) The land edged and numbered 5 in brown on the title plan is subject for a term of 124 years from 1 January 1986, to the rights granted by a Transfer dated 12 February 2007 made between (1) City Aviation Properties Limited and others and (2) Docklands Light Railway Limited.

NOTE: Copy filed under EGL519266.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed dated 6 August 1990 referred to in the Charges Register:-

"THE Corporation in its capacity as freehold owner of the blue land hereby covenants with the Company that:-

(a) it will not use or permit or suffer the use of the blue land for any purpose, and

(b) it will not carry out or seek or carry out or cause or permit any other person to carry out or seek to carry out any development on the blue land

save that this shall not prevent the use or development of the blue land for purposes that are in the Corporation's view in its capacity as freehold owner of the blue land compatible with the location of the blue land within the public safety zones and for which any necessary grant of planning permission is obtained

2. THE Corporation shall not make any claim for compensation against the Company as a result of the covenant contained in this Deed

3. THE Corporation in respect of the blue land shall indemnify the Company in relation to any expenditure that may be properly and reasonably incurred by the Company pursuant to a claim for compensation which would were it not for the provisions of this clause be the responsibility of the Company to pay arising from a planning decision under Part III of the Town and Country Planning Act 1971 whereby planning permission for development of the blue land or any part or parts thereof is refused or conditions are imposed because the Civil Aviation Authority have so advised in view of the existence of the public safety zones on all or part of the blue land

4. THE Corporation hereby covenants to do or concur in doing all things necessary to enable entries relating to this Deed to be made (subject always to the overriding discretion of the Chief Land Registrar) in the Charges Register of the title numbers affected by the terms of this Deed and shall furnish the Company with details of such entries as and when made

5. FOR the avoidance of doubt the expressions "the Company" and "the Corporation" shall include their successors in title and those deriving

Title number TGL469846


Schedule of restrictive covenants continued

title under them and the expression "land" shall include areas of land covered by water

6. FOR the avoidance of doubt the provisions of this Deed shall apply only to the blue land and not to any other land within the public safety zones."

NOTE: The blue land referred to is tinted pink on the title plan so far as it affects the land in this title.

End of register



 Title number TQ462946
 Ordnance Survey map reference TD4632W
 Scale 1:3500
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 title plan



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Official copy of register of title

Title number TGL617976

Edition date 16.05.2024

- This official copy shows the entries on the register of title on 05 JUN 2024 at 15:06:46.
- 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 05 Jun 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, Telford 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.

REMARK

- 1 (05.06.1998) The Leasehold land devised 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 Docklands Light Railway, King George V Station, Pier Road, London.
- 2 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.
- 3 (05.06.1998) The land has the benefit of but is subject for the term stated therein to rights in case of emergency only to pass and repass over emergency accessways contained in a Deed of grant dated 7 November 1991 made between (1) London Docklands Development Corporation (2) London City Airport (Developments) Limited (3) London City Airport Limited (4) John Mowlem and Company PLC and (5) The Port of London Authority upon the terms therein mentioned.

NOTE: Copy filed under EGL258669.

- 4 (05.06.1998) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 23 March 1998
 Term : 200 years from 23 March 1998
 Rent : One pound
 Parties : (1) London Docklands Development Corporation
 (2) Royal Docks Management Authority Limited
 (3) Marketapur Limited

NOTE 1: The lease includes also other land.

NOTE 2: Copy filed under EGL373364

- 5 (23.03.2003) The Lease prohibits or restricts alienation.
- 6 (23.03.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of Land lying to the west of land in this title dated 12 February 2007 made between (1) City

Title number TGL617976

A: Property Register continued

Aviation Properties Limited and others and (2) Docklands Light Railway Limited.

NOTE: Copy filed under EGL519266.

- 7 (09.05.2024) A Transfer of the land in this title dated 19 January 2023 made between (1) Docklands Light Railway Limited and (2) London City Airport Limited contains a provision relating to the creation and/or passing of easements.

NOTE: Copy filed.

- 8 (09.05.2024) A Transfer of the land in this title dated 19 January 2023 made between (1) Docklands Light Railway Limited and (2) London City Airport Limited contains a provision relating to the creation and/or passing of easements.

NOTE: Copy filed under TGL597659.

- 9 (05.06.1998) 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 (09.05.2024) PROPRIETOR: LONDON CITY AIRPORT LIMITED (Co. Regn. No. 01963361) of City Aviation House, London City Airport, London E16 2PB.
- 2 (09.05.2024) The price stated to have been paid on 19 January 2023 for the land in this title and in title TGL597659 was £20,000.

C: Charges Register

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

- 1 (05.06.1998) Two Conveyances of the freehold estate in the land in this title and other land dated 29 December 1859 made between (1) Sir Samuel Morton Peto Baronet and George Parker Bidder and (2) Victoria (London) Dock Company and 20 February 1860 made between (1) Victoria (London) Dock Company (2) George Parker Bidder and (3) Sydney Gedge contained the following restrictive stipulations.

"Against the erection of Docks without the written permission of the Victoria (London) Dock Company.

AND to the rights and powers of the Dagenham Commissioners as to the construction maintenance and repair of sea walls and drainage and other works of a like nature and generally to the Acts relating to Commissions of Sewers"

- 2 (05.06.1998) The part of the land in this title and other land affected thereby is subject to the following right contained in an Agreement for Lease of the land known as the London City Airport or Stolport Site dated 8 March 1988 made between (1) The Port of London Authority (PLA) and (2) John Mowlem and Company PLC for 60 years from the date and subject to determination as therein mentioned.

"SCHEDULE 3

The Tenant's Rights

.....

- 3. Full and free right of access for aircraft whilst in the air over

C: Charges Register continued

neighbouring land and property of the PLA"

- 3 (05.06.1998) The parts of the land affected thereby are subject to the following rights granted by a Deed of grant and covenant dated 15 November 1994 made between (1) London Docklands Development Corporation (LDDC) (2) Port of London Authority (PLA) (3) London City Airport Limited (LCA) (4) Royal Docks Management Authority Limited (RODMA) and (5) Stolport Properties Limited:-

"LDDC as beneficial owner for the freehold interest in the LDDC land and RODMA as lessee under the RODMA Lease hereby respectively grant to PLA as appurtenant to its freehold interest in the Property the rights set out in the First Schedule hereto TO HOLD the same unto the PLA in fee simple

THE FIRST SCHEDULE

Rights

1. Services

The unobstructed passage of water soil gas and electricity from and to the Property to any service connections of LDDC and/or RODMA situated in under or over the LDDC land or the RODMA premises and which at the date of this Deed serve the Property together with full and free right of access to such service connections for the purpose of repair maintenance cleansing replacement and inspection thereof Provided that LDDC and/or RODMA shall be at liberty to divert the route of the service connections situated on their land to a route or routes not materially less convenient or commodious to the PLA or LCA subject to LDDC or RODMA (as the case may be):-

(i) carrying out all necessary works of diversion at its or their own cost and as expeditiously as reasonably possible

(ii) in the event that such diversion causes the use of the service connections to be temporarily interrupted to provide at its or their own cost alternative temporary facilities or service connections during the period in which the permanent service connections are out of use so that the passage of services to the Property is not interrupted save at times of minimum inconvenience approved by the PLA and LCA (such approval not to be unreasonably withheld taking into account the requirement of the PLA and LCA to operate the business at the time carried on on the Property and the need for LDDC or RODMA (as the case may be) to vary the service route and

(iii) to indemnify LCA and the PLA against all liabilities which they may incur as a result of the default or negligence on the part of LDDC or RODMA (as the case may be) in complying with their obligations contained in this proviso

NOTE 1: The definitions used in the Deed are as follows:-

"RODMA Lease

The Lease dated 28 September 1990 and made between LDDC (1) and RODMA (2) whereby the RODMA premises were demised by LDDC to RODMA for the term of 225 years from 28 September 1990.

Property

All that property known as London City Airport Connaught Road in the London Borough of Newham and the fuel storage area adjacent thereto as the same are registered at Land Registry under titles numbers EGL147506 AND EGL240948.

LDDC Land

The land and buildings at the Royal Docks in the London Borough of Newham at the date hereof comprised within title number EGL258669 and (but for the purpose only of the right set out in paragraph 1 of the

Title number TGL617976

C: Charges Register continued

First Schedule hereto) the land and buildings at the Royal Docks comprised in title numbers EGL218658 and EGL243390 and the land transferred to the LDDC by a Transfer of even date herewith and known as Plot 499B and each and every part of all such land and buildings.

RODMA premises

The premises at the date hereof comprised within the RODMA Lease

NOTE 2: The land in this title falls with that comprised in EGL258669.

- 4 (19.11.2010) The land is subject to the rights created by a General Vesting Declaration dated 1 April 2009 by Docklands Light Railway Limited.

NOTE: Copy filed under TGL339364.

- 5 (19.11.2010) Right of pre-emption in favour of North Woolwich Properties Limited contained in a Deed dated 20 April 2009 made between (1) Docklands Light Railway Limited and (2) North Woolwich Properties Limited.

NOTE: Copy filed under TGL339364.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

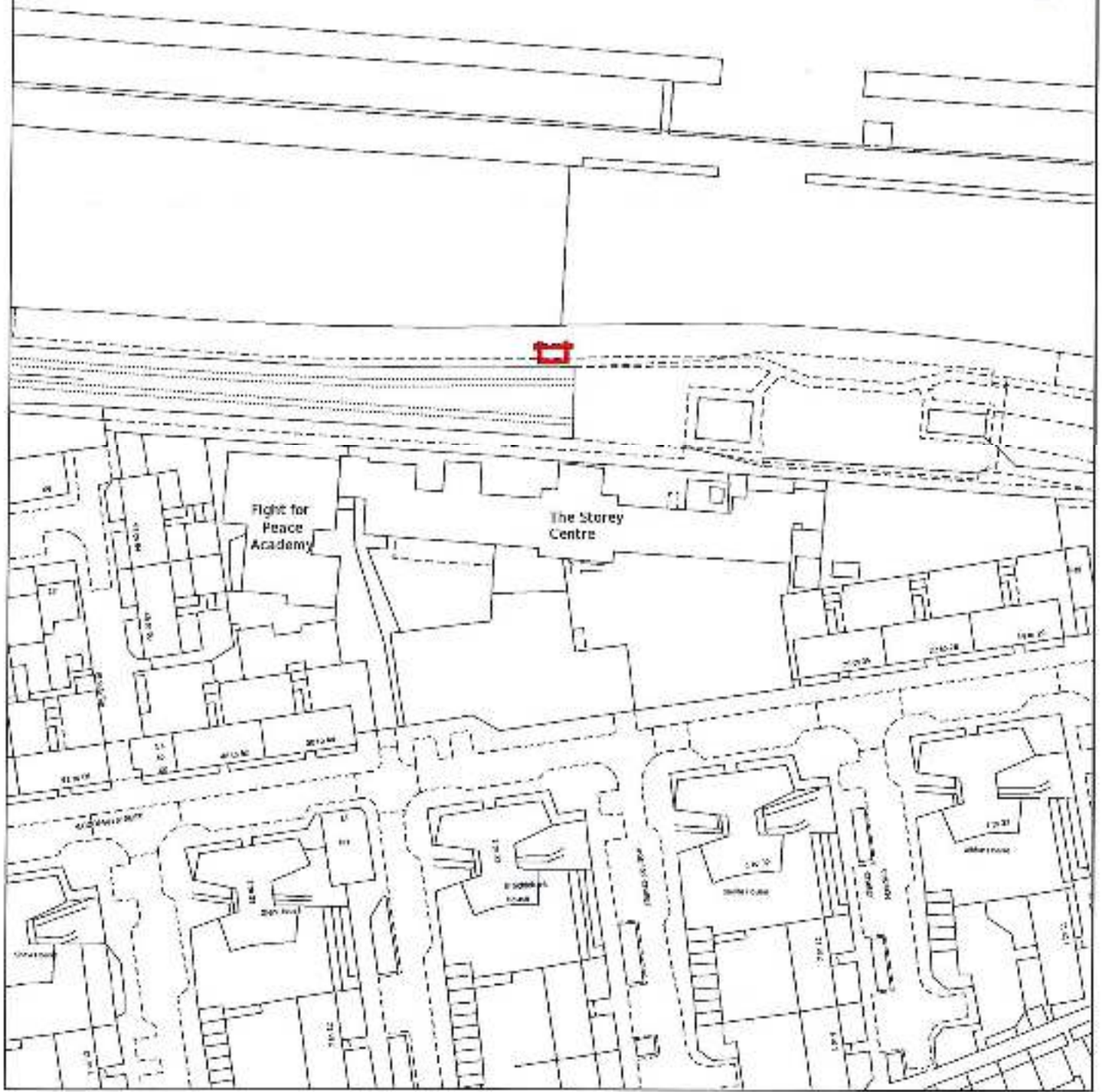
This official copy is issued on 05 June 2024 shows the state of this title plan on 05 June 2024 at 16:30:17. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Telford Office .

HM Land Registry
Official copy of
title plan

Title number **TGL617976**
Ordnance Survey map reference **TQ4380SW**
Scale **1:1250**
Administrative area **Newham**



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23rd March 2020

London City Airport
Royal Docks
London
E16 2P3

BY SPECIAL DELIVERY

Dear Sir / Madam

Tenancy at Will

Land at Albert Island, Royal Docks, London

You took occupation of the site on 1st July 2018 and your future landlord GLA Land & Property Limited ("GLAP") is prepared to allow you continue occupation of the premises early as a tenant at will, pending completion of the lease. GLAP is prepared to allow you into occupation on the following strict terms and conditions:

1. That this agreement creates a tenancy at will which may be terminated with immediate effect at any time by either party.
2. That during the currency of the tenancy at will you will pay to GLAP use and occupation charges monthly in advance on the first day of each month whether such sums have been formally demanded or not. For any period at the commencement of the tenancy at will that is not a complete month then there shall be paid a proportionate part of the monthly charge for the relevant period. Any use and occupation charges paid for a period falling after the date of termination of the tenancy will be refunded.
3. The rent of £6,340 per annum for the first year and the rent of £12,000 per annum for the remainder of the term will be paid monthly for the use and occupation of the site. In addition to this sum you will be liable for the cost of insurance and £1,000 service charge per annum contribution that may become payable for the period of the tenancy at will and will indemnify the landlord against all electricity, gas, rates, taxes or other outgoings incurred during the currency of the tenancy if applicable.
4. That you will use the premises only for the erection of a security fence and the installation and operation of a thermal image detector and ancillary equipment for the purpose of preventing and detecting incursions or other security breaches to the operational activities of London City Airport.
5. Neither the payment of use and occupation charges nor any demand for payment of them, nor the fact that the use and occupation charges are calculated by reference to a period in advance shall create or cause the tenancy at will to become a periodic tenancy.
6. That during the tenancy at will you will keep the premises in good and tenable repair and decorative order. That you will also keep the site secure in accordance with GLAP's requirements and all access ways to it

65 Gresham Street
London
EC2V 7NQ

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tidy and free from rubbish and that you will not undertake any works of construction or alteration without GLAP's express written consent

7. That all discussions and negotiations in relation to a possible new lease are strictly without prejudice and subject to contract until or unless a new lease is completed.

8. You will indemnify GLAP against all our costs in dealing with any unauthorised access to the site as a result of this tenancy at will and against the cost of clearing, reinstating and re-securing the site following any such incursion.

Please confirm your agreement to the creation of a tenancy at will on the above terms and conditions by signing and dating the duplicate copy of this letter where indicated below.

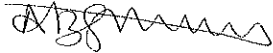
Yours faithfully

For GLA Land and Property Limited

I/We hereby confirm my/our agreement to entering into a tenancy at will of the premises on the terms and conditions set out above.

Signed:

Date:



14 July 2020

.....
London City Airport

Michael Bellenie BSc (Hons) AssocRICS
Property Management Consultancy Surveyor
michael.bellenie@avisonyoung.com

IN THE HIGH COURT OF JUSTICE

CLAIM NO:

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

SSW2

This is the exhibit marked "SSW2" 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.

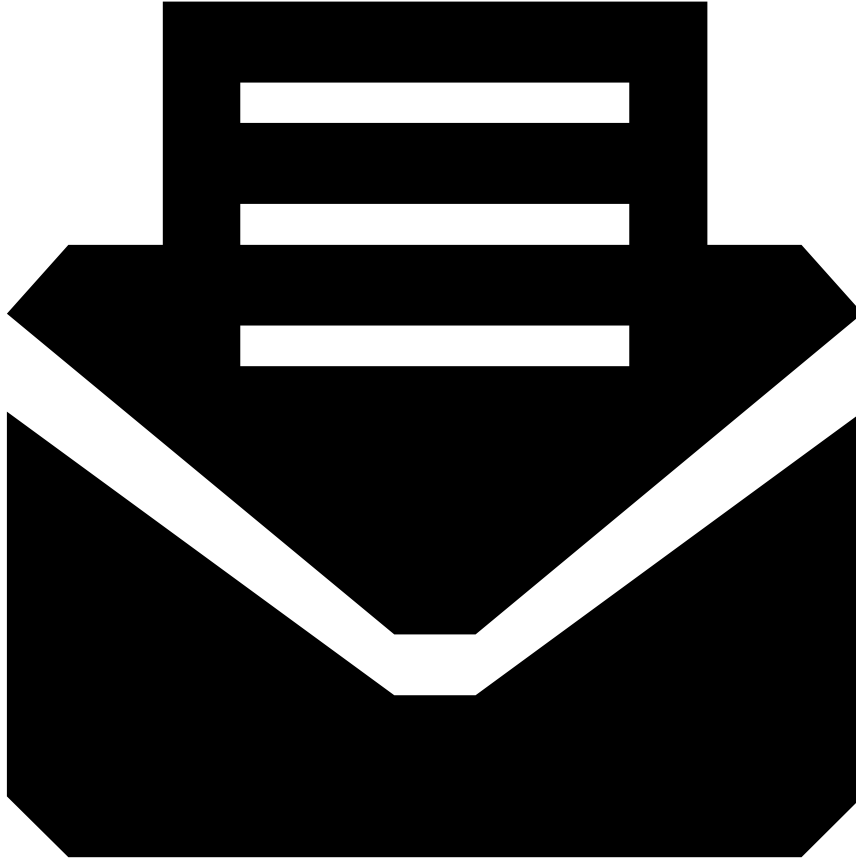
The drone flights were within the 5km exclusion zone around the airport.

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."

IN THE HIGH COURT OF JUSTICE

CLAIM NO:

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
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DEFINED IN THE CLAIM FORM**

Defendant

SSW3

This is the exhibit marked "SSW3" referred to in the witness statement of Stuart Sherbrooke Wortley

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 at Llandudno 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 CO₂ 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”

Sign up

IN THE HIGH COURT OF JUSTICE

CLAIM NO:

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

SSW4

This is the exhibit marked "SSW4" referred to in the witness statement of Stuart Sherbrooke Wortley

MG11

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 1st 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.

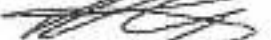
As Gold for the operation I wrote a strategy with the overall aim being:

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 1st April.

Signature:  ACC 1618 Signature witnessed by:

2017

Ben Smith/04/22

RESTRICTED (when complete)

Page 2 of 5

Statement of Benjamin David Smith

URN: 31st March – 1st 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.

2nd April – 3rd 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 3rd 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.

5th 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.

7th 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.

9th April – 10th 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 10th April and 6 occupants arrested. An additional 22 were arrested from outside the caravan. Protestors continued to target the site on the 10th 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 targetted, 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 1st 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 1st 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 10th 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

CLAIM NO:

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

SSW5

This is the exhibit marked "SSW5" 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 wreak 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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EXCLUSIVE Joe Jonas' mystery woman REVEALED: Singer enjoys a beach date with divorced Lebanese actress Laila Abdallah in Greece



TRENDING



Biden sparks concerns as he appears to FREEZE during Juneteenth event

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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

645 viewing now

'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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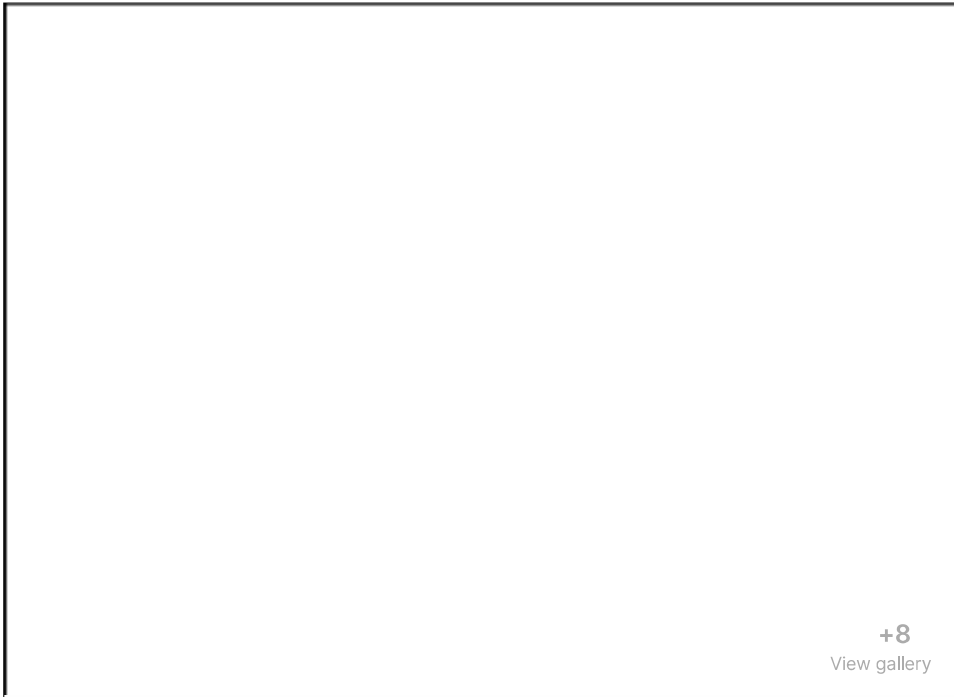
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+8 View gallery

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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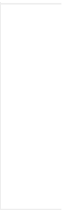
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+8 View gallery

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 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 and simply leaves without taking responsibility, they are not responsible.

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.

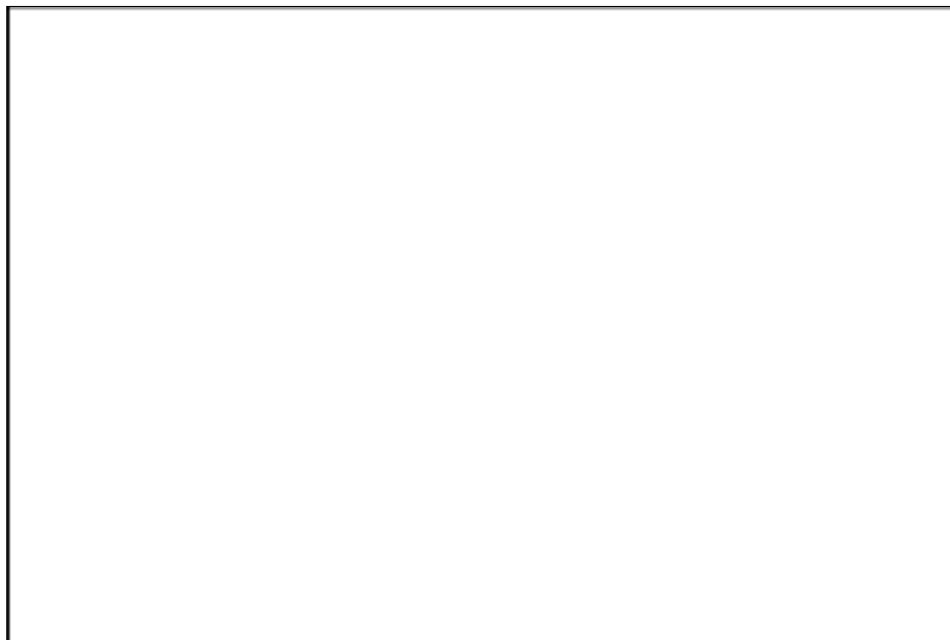
One activist, Mel, said: 'Ideas are maybe mass actions at financial institutions, maybe hitting places where billionaires go [such as] private airports and other eye-catching locations... yacht showrooms, is that a thing?

'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'.



Just Stop Oil co-founder Indigo Rumbelow at protests last year

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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+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 Misérables 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

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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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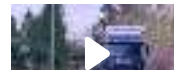


Just Stop Oil activists and other protesters marching in Westminster (Image: Vuk Valcic/SOPA Images/REX/Shutterstock)

"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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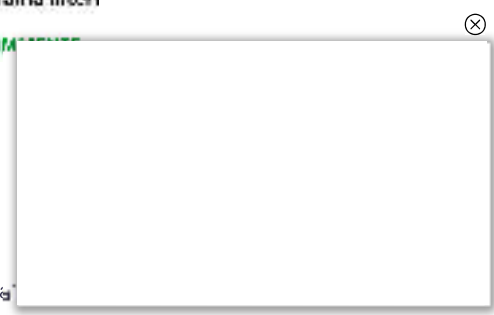
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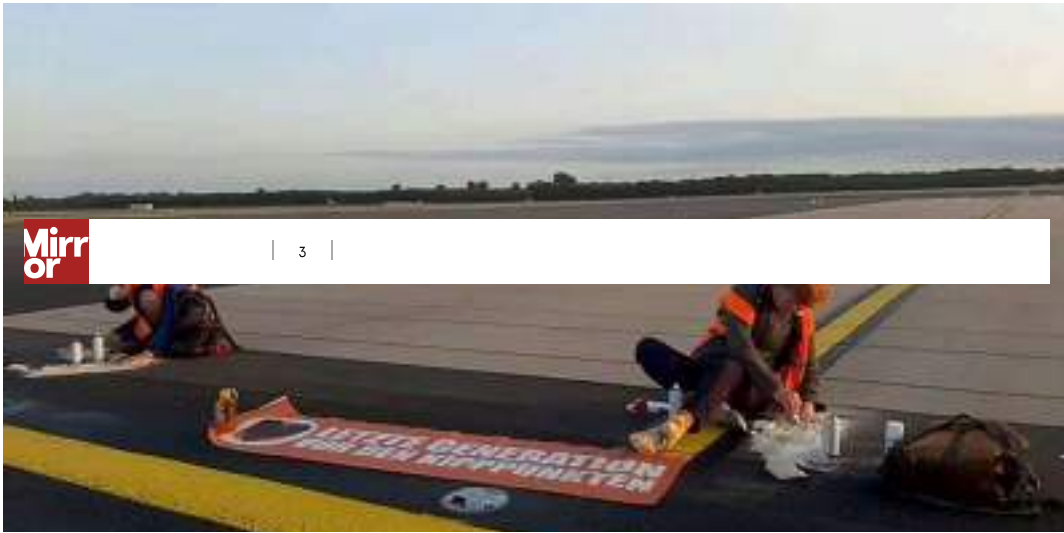
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Activists plan to glue themselves to runways and clamber on to planes in tourist hotspots like Spain, Greece and Turkey. **Just Stop Oil**'s Phoebe Plummer was applauded as she discussed the "summer strategy" at the event in Central London this week.

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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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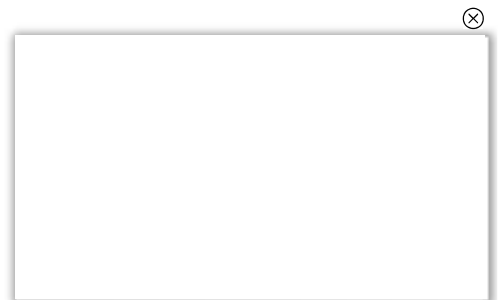
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Just Stop Oil said: "We have had runaway record temperatures the last 10 months. Meanwhile, the High Court has declared the Government's climate policy unlawful for the second time. Politics is failing and it's time we step into action to do something about it."

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IN THE HIGH COURT OF JUSTICE

CLAIM NO:

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

SSW6

This is the exhibit marked "SSW6" referred to in the witness statement of Stuart Sherbrooke Wortley

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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- Maybe, I need to hear more

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

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**.

£23,880

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We don't store your card details. All donations are processed securely by our PCI-compliant payment partners, Stripe and PayPal.



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We've helped empower over 15,000 campaigners like Just Stop Oil by helping them raise the funds they need.










Ordinary people taking action at airports across Europe












Governments promised to stop heating at 1.5°C. They've now failed us all.

In 2016, leaders came together and promised to keep heating under 1.5°C as part of the Paris

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SSW7

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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.

Farnborough airport and its super-rich clients like Boris Johnson just got the Extinction Rebellion treatment

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 XR 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:

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