

Transfer of part
of registered title(s)

Land Registry

TP1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £

It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*

SGL500495

3. Other title number(s) against which matters contained in this transfer are to be registered, if any.
LN26309; SGL36087; LN206931; SGL456566; SGL455623; TGL253362; SGL392990;
SGL384378; SGL445293 and SGL353704. [Title number to be allocated in respect of Additional Land].

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor*

The Property is defined: Place "X" in the appropriate box.

on the attached Plan 1 and shown *State reference e.g. "edged red"*
 shaded blue

on the Transferor's filed plan and shown *State reference e.g. "edged and numbered 1 in blue"*

5. Date

6. Transferor *Give full name(s) and company's registered number, if any.*

Eadon Limited registered in the Isle of Man with company number 117262C

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

The Mayor and Burgesses of the London Borough of Southwark

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Act.

8. Transferee's intended address(es) for service (including postcode) for entry on the register You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.

Town Hall, Peckham Road, London SE5 8UB

9. The Transferor transfers the Property to the Transferee.

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

The Transferor has received from the Transferee for the Property the sum of *In words and figures.*

Insert other receipt as appropriate

In consideration for the grant of a lease of basement and Market Square

The transfer is not for money or anything which has a monetary value.

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

full title guarantee limited title guarantee

12. Declaration of trust Where there is more than one Transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

The Transferees are to hold the Property Complete as necessary.

13. Additional provisions

- 1.1 In this Transfer:

Council's Adjoining Land that part of the land owned by the Transferee shown shaded red and hatched blue on Plan 3 which is as to part registered under title numbers LN26309; SGL36087; LN206931; SGL456566; TGL253362; SGL392990; SGL384378; SGL445293; SGL353704; SGL455623

Development [DEFINE BEFORE COMPLETION BEING THE "Main Development" "Excluded Fit-Out Works and Market Square Works" as set out under the Agreement for Lease]

Plans the plans attached to this Transfer marked Plan 1, Plan 2, and Plan 3;

Retained Property the property retained by the Transferor being the remainder of the property comprised in SGL500495;

Conducting Media means all pipes sewers drains mains ducts conduits gutters gullies ducts watercourses wires cables communal television aerials and satellite television aerial fibre optics, radio aerials and masts systems

	channels flues and all other conducting media and includes any fixings and any other ancillary apparatus or any of them
<i>Perpetuity Period</i>	the period of 80 years from the date of this Transfer.
<i>Additional Land</i>	that land registered in the Transferor's name under title number [•] shown shaded turquoise on Plan 2
<i>Transferor's Property</i>	the Retained Property and Additional Land.
1.2	The expressions "Transferor" and "Transferee" shall include the successors in title of the Transferor (to all or any part of the Transferor's Property) and of the Transferee (to all or any part of the Property and the Council's Adjoining Land) respectively. Where two or more persons constitute the Transferor or the Transferee all covenants or agreements made by or with them shall be deemed to be made by or with them jointly and severally.
2	The Property is transferred with full title guarantee in fee simple except and reserved as set out in schedule 1 and with the benefit of the rights granted set out in Schedule 2.
3	The Parties declare that the operation of SS 62(1) and (2), Law of Property Act 1925 in relation to this transfer are qualified so as not to include any liberties, privileges, easements, rights and advantages over or in respect of the Transferor's Property and no easement or other such right for the enjoyment of the Property and the Transferor's Property is created otherwise than express grant in this transfer.
4	The Transferee covenants with the Transferor by way of indemnity only to perform the obligations arising from any of the matters noted upon or entered in the registers of the above title number insofar as the Transferor remains bound by them after the date of this Transfer and insofar as they remain in force and affect the Property and to indemnify the Transferor against any liability for future breaches of them.
5	In consideration of the grant of the rights to the Transferee in this Transfer, the Transferee grants to the Transferor with no title guarantee in fee simple the rights set out in Schedule 3 over the Council's Adjoining Land for the benefit of the Transferor's Property.
6	In consideration of the grant of the right to the Transferor in this Transfer, the Transferor grants to the Transferee with no title guarantee, in fee simple the right set out at Schedule 4 over the Retained Property for the benefit of the Council's Adjoining Land.
7	The Transferee covenants with the Transferor as set out in Schedule 5 and where such covenants are restrictive in nature:
7.1	they shall benefit and annex to the whole and each part of the Transferor's Property; and
7.2	bind the Property only (and for the avoidance of doubt shall bind no other property of the Transferee); and
7.3	no person shall be liable on such covenants after it has parted with all interest in the Property.
8.	If under any provision of this Transfer either the Transferee is required to obtain the Transferor's consent, licence or approval or the Transferor is to obtain the Transferee's consent, licence or approval and in both instances such consent, licence or approval is not to be unreasonably withheld or delayed, the Transferor and Transferee as appropriate agree that in each case they shall act expeditiously in responding to any application for consent, licence or approval.

9 The Transferor and Transferee hereby apply to the Land Registry to register the benefit of the rights granted in Schedule 1, Schedule 2, Schedule 3 and Schedule 4 in the property register of the titles to the Transferor's Property, the Property and the Council's Adjoining Land and against the charges registers of the Transferor's Property, the Property and the Council's Adjoining Land as applicable and the restrictive covenant contained in Schedule 5 on the charges register and schedule of restrictive covenants of the title to the Property.

SCHEDULE 1
(Rights reserved and excepted)

- 1.1 A right of free and uninterrupted passage of water, steam, soil, trade effluent, air, gas, electricity and telephone communications from and to any part of the Transferor's Property through the Conducting Media now or within the Perpetuity Period in, on or under the Property.
- 1.2 A right of installing and connecting (subject to reasonable capacity levels not being exceeded) to the Conducting Media upon the Property not built upon, Conducting Media to serve the Transferor's Property.
- 1.3 A right of entry upon those parts of the Property not built upon for the purpose of installing, repairing, maintaining, renewing, replacing, or connecting Conducting Media subject to the Transferor giving the Transferee reasonable notice of its intention to enter upon the Property and subject to the Transferor causing as little disruption or disturbance to the Transferee and the occupants of the Property as possible and making good any damage caused to the Property to the Transferee's satisfaction.
- 1.4 A right in common with others on foot and with or without vehicles (including but not limited to delivery vehicles) of access to and egress from the Transferor's Property over the roads and footpaths on the Property leading to and from the public highway as may be designated from time to time for this purpose by the Transferee in its sole discretion.
- 1.5 A right of support shelter and protection as enjoyed at the date of this Transfer.
- 1.6 A right in the case of emergency of escape from the Transferor's Property over the Property and any staircases, lifts and fire escapes on the Property.
- 1.7 A right to enter onto those parts of the Property not built upon at any time for the purposes of repairing, maintaining, renewing, cleaning, replacing or rebuilding the buildings erected or to be erected on the Transferor's Property subject to the Transferor giving the Transferee reasonable notice of its intention to enter upon the Property and subject to the Transferor causing as little disruption or disturbance to the Transferee and the occupants of the Property as possible and making good any damage caused to the Property to the Transferee's satisfaction.
- 1.8 A right to install, construct, erect and thereafter maintain footings on or under the Property and to overhang the Property with eaves, drainpipes, gutters and to enter upon the Property for the purposes of installing, inspecting, repairing, maintaining or renewing the same.
- 1.9 The right of light and air over the Property for the benefit of the Transferor's Property.
- 1.10 The right at any time without obtaining consent or making payment of compensation to erect or suffer to be erected on the Transferor's Property any new buildings or other erections and to alter, demolish or redevelop any buildings now standing or hereafter to be erected on any part of the Transferor's Property in any manner whatsoever even if they interfere with the access of light or air to the Property without revoking the consent in paragraph 1.6 of Schedule 2.

SCHEDULE 2 (Rights granted)

From the earlier of: (i) the date that the Development on the Transferor's Property is completed; and (ii) the date three years after the date of this transfer (other than in respect of the rights in paragraphs 1.1, 1.3 in respect of Conducting Media existing at the date of this Transfer (but in relation to 1.3 not for the purposes of connecting), 1.4 and 1.5 which rights may be exercised from the date of this Transfer;

- 1.1 A right of free and uninterrupted passage of water, steam, soil, trade effluent, air, gas, electricity and telephone communications from and to any part of the Property through the Conducting Media now or within the Perpetuity Period in, on or under the Retained Property.
- 1.2 A right of connecting to the Conducting Media (subject to reasonable capacity levels not being exceeded) upon the Retained Property not built upon, Conducting Media to serve the Property.
- 1.3 A right of entry upon these parts of the Retained Property not built upon for the purpose of repairing, maintaining, renewing, replacing or connecting Conducting Media subject to the Transferee giving the Transferor reasonable notice of its intention to enter upon the Retained Property and subject to the Transferee causing as little disruption or disturbance to the Transferor and the occupants of the Retained Property as possible and making good any damage caused to the Retained Property to the Transferor's satisfaction.
- 1.4 The right of support shelter and protection as enjoyed at the date of this Transfer.
- 1.5 The Transferor for itself and its successors in title consents to the access of light and air to and for the benefit of the Property over the Retained Property but so that these rights of light and air are not to become absolute; this consent is revocable at any time by the Transferor or its successors in title.
- 1.6 The right in the case of emergency of escape from the Property over the Transferor's Property and any staircases, lifts and fire escapes on the Transferor's Property designated for such use from time to time by the Transferor in its sole discretion.

SCHEDULE 3 (Rights granted for the benefit of the Transferor's Property over the Council's Adjoining Land)

- 1.1 A right of free and uninterrupted passage of water, steam, soil, trade effluent, air, gas, electricity and telephone communications from and to any part of the Transferor's Property through the Conducting Media now or within the Perpetuity Period in, on or under the Council's Adjoining Land.
- 1.2 A right of installing and connecting to the Conducting Media (subject to reasonable capacity levels not being exceeded) upon the Council's Adjoining Land not built upon, Conducting Media to serve the Transferor's Property over a route designed for such purpose by the Transferee acting reasonably.
- 1.3 A right of entry over a route designated for such purpose by the Transferee acting reasonably upon the Council's Adjoining Land not built upon for the purpose of installing, repairing, maintaining, renewing, replacing or connecting Conducting Media subject to the Transferor giving the Transferee reasonable notice of its intention to enter upon the Council's Adjoining Land and subject to the Transferor causing as little disruption or disturbance to the Transferee and the occupants of the Council's Adjoining Land as possible and making good any damage caused to the Council's Adjoining Land to the Transferee's satisfaction.

- 1.4 A right in the case of emergency to escape from the Transferor's Property over the Council's Adjoining Land and any staircases, lifts and fire escapes on the Council's Adjoining Land.
- 1.5 If at any time during the Perpetuity Period the Transferor's Property has become inaccessible by public highway and the Transferee constructs a road immediately adjacent to the eastern boundary of the Retained Property and the land registered under title number [THIS WILL BE THE EASTERN AND WESTERN MARGIN LEASE LAND] the Transferor shall have a right of way for the benefit of the Transferor's Property at all times with or without vehicles and on foot to and from the Transferor's Property over and along that part of such road adjacent to the eastern boundary of the Retained Property [and the land registered under title number [THIS WILL BE THE EASTERN AND WESTERN MARGIN LEASE LAND] on the Council's Adjoining Land and that part of the Property immediately adjacent to the Transferor's Property for the purposes of:
- (i) access only (in the event that and for so long as the road constructed is not in the Transferee's reasonable opinion appropriate for servicing and delivery); or
 - (ii) access servicing and delivery (in the event that and for so long as the road constructed is in the Transferee's reasonable opinion appropriate for servicing and delivery),
- to the Transferor's Property only over a route specified by the Transferee for such purpose and the party exercising such right making good any damage caused to the Transferee's reasonable satisfaction and contributing a fair and reasonable proportion of the maintenance and upkeep of such route pending adoption as a public highway provided that the parties agree for the avoidance of doubt that the Transferee shall not be under any obligation to construct any such road and provided further that if the Transferee shall decide to construct such road it shall not be under any obligation to construct the road to a standard sufficient for servicing and delivery by the Transferor.
- 1.6 A right to enter, with or without vehicles, for the purposes of repairing, maintaining, renewing and replacing (but not in any case rebuilding) parts but not the whole by way of repair only and where beyond economic repair and cleaning the buildings erected or to be erected on the Transferor's Property onto those parts of the Council's Adjoining Land not built upon which lie within a maximum of 5m from the façade of any buildings on the eastern boundary of the Retained Property, subject to the Transferor giving the Transferee reasonable notice of its intention to enter upon the Council's Adjoining Land and subject to the Transferor causing as little disruption or disturbance to the Transferee and the occupants of the Council's Adjoining Land as possible and making good any damage caused to the Council's Adjoining Land to the Transferee's reasonable satisfaction PROVIDED THAT before exercising such right, the Transferor shall have obtained all necessary statutory and other requisite consents.

SCHEDULE 4 (Rights for the benefit of the Council's Adjoining Land over the Retained Property)

From the earlier of: (i) the date that the Development on the Transferor's Property is completed; and (ii) the date three years after the date of this transfer (other than in respect of the rights in paragraphs 1.1, 1.3 in respect of Conducting Media existing at the date of this Transfer (but in relation to 1.3 not for the purposes of connecting) 1.4 and 1.5 which rights may be exercised from the date of this Transfer:-

- 1.1 a right of free and uninterrupted passage of water, steam, soil, trade effluent, air, gas, electricity and telephone communications from and to any part of the Council's Adjoining Land through the Conducting Media now or within the Perpetuity Period in, on or under the Retained Property;

- 1.2 the right of connecting to the Conducting Media (subject to reasonable capacity levels not being exceeded) installed within the Perpetuity Period upon the Retained Property not built upon, Conducting Media to serve the Council's Adjoining Land over a route designated for such purpose by the Transferor acting reasonably;
- 1.3 a right of entry over route designated for such purpose by the Transferor acting reasonably upon the Retained Property not built upon for the purposes of repairing, maintaining, renewing, replacing or connecting Conducting Media subject to the Transferee giving the Transferor reasonable notice of its intention to enter upon the Retained Property and subject to the Transferee causing as little disruption or disturbance to the Transferor and occupants of the Retained Property as possible and making good any damage caused to the Retained Property to the Transferor's satisfaction.

SCHEDULE 5
(Transferee's Covenants)

- 1 Not to obstruct or otherwise interfere with the access, use quality or quantity of such light and air as is now or shall during the Perpetuity Period be enjoyed by the Transferor's Property and any building from time to time on it.

14. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be excuted by the Transferee (all of them, if there is more than one).*

Signed as a deed by **EADON LIMITED** acting by a director and its secretary (or two directors)

Sign here

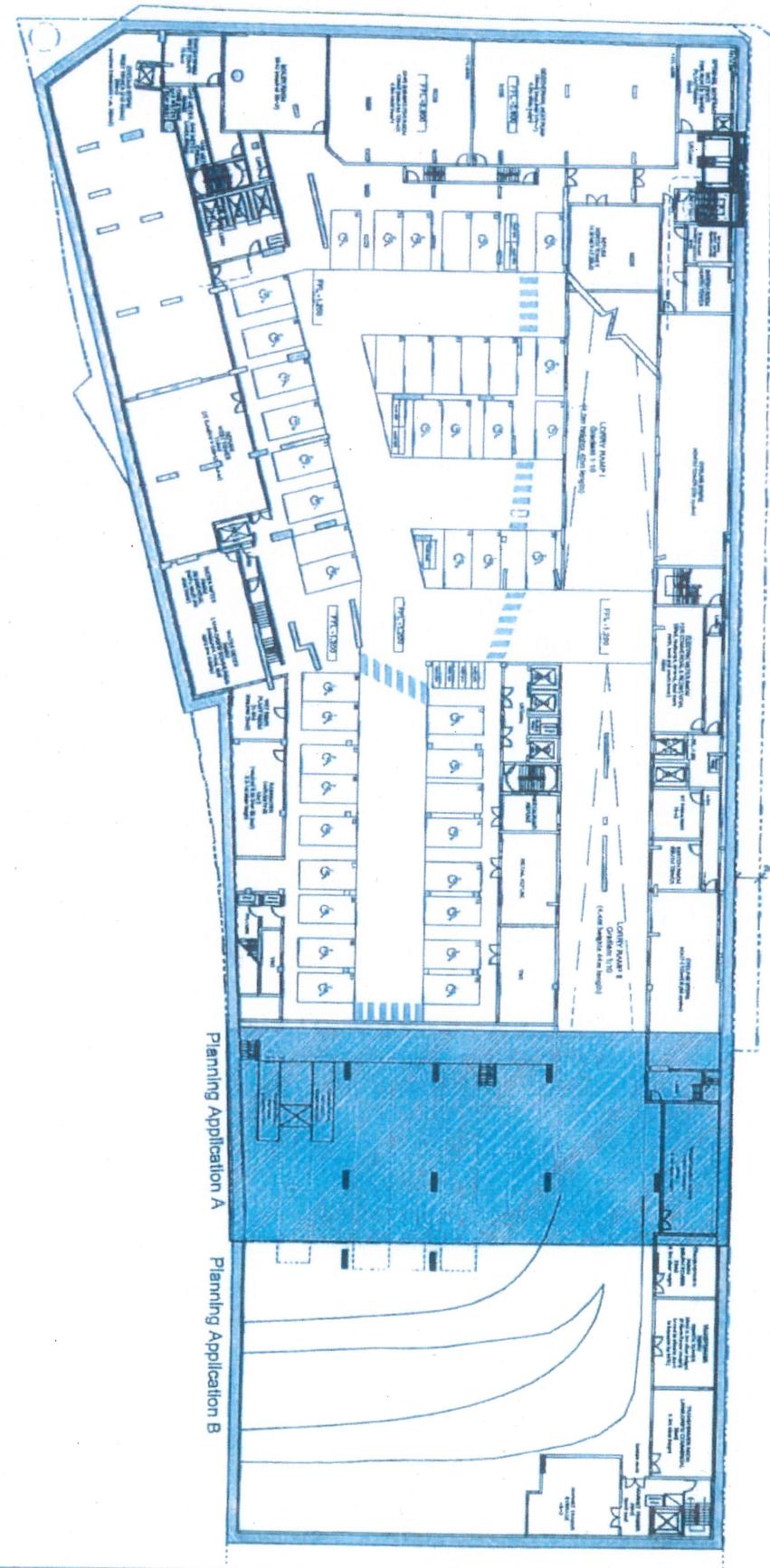
Director

Secretary (or Director)

The Common Seal of **THE MAYOR AND)**
BURGESSES OF THE LONDON)
BOROUGH OF SOUTHWARK was hereto)
affixed in the presence of:)
))

Authorised Signatory:

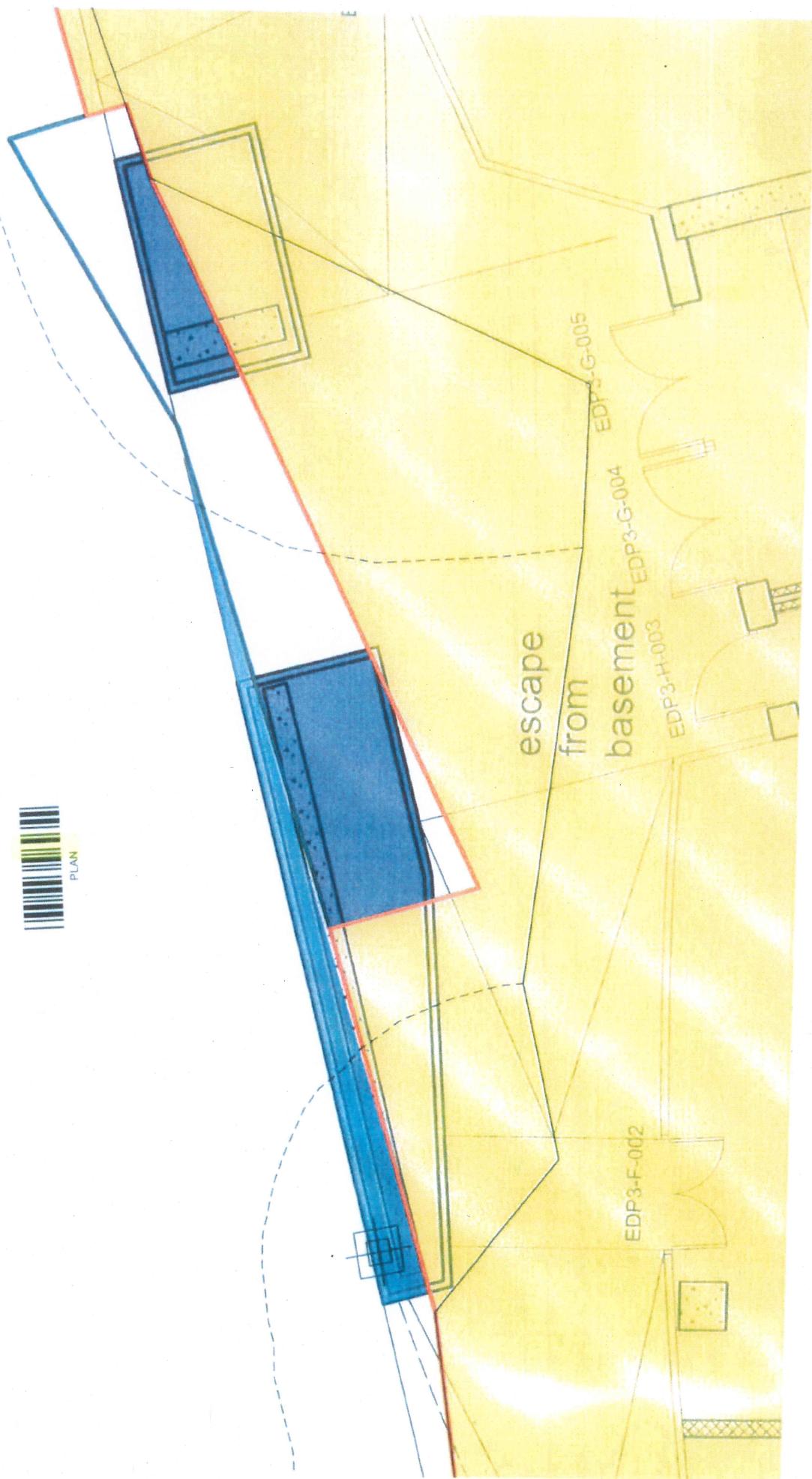
Appendix Plan 1
Freehold Transfer



Elephant Road SE17



PLAN



Composite Plan

AUTHORISED
SIGNATORY

DEACON WAY

PLAN

Farrell Court

ELEPHANT ROAD

Elephant and Castle
Station

JN2630
ELEPHANT ROAD

ELEPHANT ROAD

(Part of)
SGL35370
SGL500495

NEW KENT ROAD

