

Transfer of part
of registered title(s)

(if you need more room than is provided for in ~ panel use continuation sheet CS and staple to this form.)

1. Stamp Duty
Place "X" in the box that applies and complete the box in the appropriate certificate. <input type="checkbox"/> It is certified that this instrument falls within category <input type="checkbox"/> in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987 <input type="checkbox"/> 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 <input type="text" value="£"/>
2. Title number(s) out of which the Property is transferred (leave blank if not yet registered) BK220164
3. Other title number(s) against which matters contained in this transfer are to be registered (if any)
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 and by or on behalf of the transferee) Plot Eastern Road Bracknell The Property is defined: (Place "X" in the box that applies and complete the statement) <input type="checkbox"/> on the attached plan and shown (state reference e.g, "edged red ") edged red <input type="checkbox"/> on the Transferor's filed plan and shown (state reference eg."edged and numbered in blue")
5. Date
6. Transferor (give full names and Company's Registered Number if any) REEDSPACE LIMITED (Company registration no. 4064598) 1
7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co Reg Nos, use an SC prefix For foreign companies give territory in which incorporated.) <i>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 Acts.</i>
8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register
9. The Transferor transfers the property to the Transferee.

10. Consideration (*Place "X" in the box that applies 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*)

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

11. The Transferor transfers with (*place "X" in the box which apply 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. Use this panel for:

- *definitions of terms not defined above*
- *rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions*
- *required or permitted statements, certificates or applications.*

2. The prescribed subheadings printed in the form as set out in Schedule 1 to the Land Registration Rules 1925 may be inserted, added to, amended, repositioned or omitted.

1 Definitions

In this transfer:

1.1 'the Estate' means the land edged blue on the Plan now and formerly comprised in title number BK220164 known as Land at Eastern Road, Bracknell

1.2 'the Estate Road' means the area shaded brown on the Plan

1.3 'the Refuse Area' means the area shaded green on the Plan

1.4 'the Perpetuity Period' means the period of 80 years commencing on the date of this transfer

1.5 'the Plan' means the plan annexed to this transfer

1.6 'the Projectlons' means eaves gutters spouts downpipes chimney cappings foundations supporting pillars and stanchions and any similar structures

1.7 'Services' means water soil effluent gas fuel oil electricity telephone telephonic signals television and other services

1.8 'Service Apparatus' means sewers drains channels pipes watercourses gutters wires cables ducts flues conduits and other conducting media and associated equipment

1.9 'the Maintenance Year' means every 12 monthly period ending 31st December or such other period as the Transferor shall from time to time determine

1.10 'the Maintenance Fund' means the monies from time to time in the hands of the Transferor or the income accruing therefrom for the benefit of the owners or occupiers of the Estate in respect of the Maintenance Costs

1.11 'the Interim Maintenance Charge for the Maintenance Fund' means the sum of E500 (five hundred pounds) per half year or such other sum to be paid as contribution to the Maintenance Costs in respect of each Maintenance Year as the Transferor from time to time and at any time shall specify at its proper discretion to be fair and reasonable

1.12 'the Maintenance Costs' means the amount or amounts incurred by the Transferor in providing or procuring the provision of the Services and in connection with the matters respectively set out in the covenants by the Transferor in this transfer (plus VAT hereon) including such sums as the

Transferor shall pay to managing agents or its own staff for carrying out such services on its behalf

1.13 'the Deed of Covenant' means the Deed of Covenant in the form of the draft set out in this transfer

1.14 words importing one gender shall be construed as importing any other gender

1.15 words importing the singular shall be construed as importing the plural and vice versa

1.16 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa

1.17 where any party comprises more than one person the obligations and liabilities of that party under this transfer shall be joint and several obligations and liabilities of those persons

1.18 the panel and clause headings do not form part of this transfer and shall not be taken into account in its construction or interpretation

1.19 any reference to a clause is to one so numbered in this panel unless otherwise stated

1.20 any reference to a colour or letter is to one on the Plan

2. Rights granted for the benefit of the Property

The Property is transferred together with the following rights in common with the Transferor and all other persons who have or may in future have the like rights:

2.1 The right at all times hereafter for the purpose of access to and egress from the Property to pass and repass on foot and with or without vehicles over the carriageway of the Estate Road and on foot only over the footways access ways front ramps and footpaths on the Estate,

2.2 The right so far as the same serve the Property of taking passage and running (as appropriate) of Services through the Service Apparatus which are now or may within the Perpetuity Period be laid in on over or under the Estate SUBJECT to the Transferee paying a fair proportion of the cost of cleaning maintaining repairing and whenever necessary renewing the same,

2.3 The right to maintain enjoy and use over on or under the adjoining land comprised in the Estate the Projections incidental to the user of the buildings on the Property which overhang stand on or protrude beneath the adjoining land comprised in the Estate and all rights of support and protection as are now afforded to the Property by adjoining properties in the Estate

2.4 The right to enter after the giving of reasonable notice and at all reasonable times (or in the case of emergency at any time without notice) upon the adjoining land comprised in the Estate other than any land covered by a building so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the buildings walls hedges fences and other boundary structures on the Property the Service Apparatus and the Projections causing as little damage as possible and making good to the reasonable satisfaction of the registered proprietors from time to time of the adjoining land any damage caused

2.5 The right to park [] private motor cars belonging to or used by the owner or occupier for the time being of the Property or his visitors and for the purposes of loading or unloading commercial vehicles serving the Property such right not to be used unreasonably in the positions shown edged green on the plan or in such other similar number of positions from time to time allocated by the Transferor.

3. Rights reserved for the benefit of other land.

There are reserved out of the Property for the benefit of each and every part of the remainder of the Estate the following rights:

3.1 The right (in common with all others entitled thereto and so far as the same serve other parts of the Estate) to take pass and run (as appropriate) Services through the Service Apparatus now or at any time within the Perpetuity Period land in on over or under the Property

3.2 The right to maintain enjoy and use over on or under the Property the Projections incidental to the user of the buildings on the adjoining land comprised in the Estate which overhang stand on or protrude beneath the Property and all rights of support and protection as are now afforded to the adjoining properties on the Estate by the Property

3.3 The right at any time within the Perpetuity Period to enter upon the Property and:

3.3.1 to lay place or erect in on over or under it and thereafter at all times to use any Service Apparatus for the supply and passage of Services to or from

any other part of the Estate and likewise to alter enlarge or duplicate Service Apparatus

3.3.2 to construct lay place or erect in on over or under it and thereafter at all times to maintain enjoy and use the Projections incidental to the user of the buildings to be constructed on the adjoining land comprised in the Estate overhanging standing on or protruding beneath the Property

3 4 The right to enter after the giving of reasonable notice and at all reasonable times (or in the case of emergency at any time without notice) upon the Property so far as may be necessary for the purposes of constructing laying altering inspecting cleaning maintaining repairing renewing and demolishing the buildings walls hedges fences and other boundary structures upon the adjoining land comprised in the Estate and Service Apparatus and the Projections and for the purpose of complying with any covenant agreement or condition entered into by the Transferor with the Transferee or any other person causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused

3.5 The right to develop the rest of the Estate as the Transferor thinks fit notwithstanding any noise or other nuisance of a temporary nature that may be caused by such works

4. Restrictive covenants by the Transferee

4.1 The Transferee covenants with the Transferor to observe and perform the Restrictions specified below and it is agreed and declared that:

4.1.1 the benefit of this covenant and the Restrictions is to be attached to and enure for each and every part of the Estate that remains unsold by the Transferor or has been sold by the Transferor

4.1.2 the burden of this covenant and the Restrictions is intended to bind and binds each and every part of the Property into whomsoever's hands it may come but not so as to render the Transferee personally liable for any breach of this covenant or a Restriction arising after the Transferee has parted with all interest in the Property or the part of the Property on which such breach is

14. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

The Common Seal of REEDSPACE LIMITED
was affixed in the presence of:

Signature of Director

Signature of Secretary

Signed as a deed by

in the presence of:

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for use with
application and
disposition forms**

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Title number(s)

BK220164

2. Before each continuation, state pane to be continued, e.g; "Panel 12 continued".

Panel 13 continued.
committed

4.1.3 a Restriction not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person

4.2 The Restrictions mentioned in Clause 4.1 are the following:

4.2.1 the Transferee must not without the previous written consent of the Transferor use the Property for any purpose other than offices within Class Bl(a) of the Town and Country Planning (Use Classes) Order 1987

4.2.2 the Transferee must not do or omit to be done any act or thing on or about the Property the doing or omission of which shall or may be or grow to be an annoyance nuisance damage danger or disturbance to the Transferor or the owners or occupiers of any part of the Estate

4.2.3 the Transferee must not make any alterations or additions to the exterior of the buildings now or subsequently erected on the Property nor erect any additional buildings on the Property except with the prior written approval of the Transferor (and where necessary the local planning authority) whose fees and those of its professional advisors in connection with the consideration of any such application whether granted refused or withdrawn shall be paid by the Transferee

4.2.4 the Transferee must not prior to 31st December 2002 make any objection to any noise or other interference caused as a result of the construction of other parts of the Estate by the Transferor

4.2.5 the Transferee must not make any application for planning consent without the prior written consent of the Transferor

4.2.6 The Transferee must not carry on at the Property any dangerous noisy noxious illegal or offensive trade or business nor cause or permit any noxious substance to be discharged from the Property into any Service Apparatus

4.2.7 the Transferee must not erect any sign on any part of the Property so as to be visible from outside of the Property nor erect on or keep anything in or arrange the interior of the Property in such a way that the Property appears when viewed externally (in the reasonable opinion of the Transferor) untidy, or out of keeping with the other properties in the Estate and the Estate generally PROVIDED THAT the Transferee may erect a sign displaying the name of the Transferee's business in a place and of a type approved by the Transferor but not on any other part of the Estate without the prior consent of the Transferor

4.2.8 the Transferee must not leave rubbish anywhere other than in the appropriate receptacles in the Refuse Area; nor leave rubbish nor store anything outside the Property; nor deposit more than a reasonable amount (to be determined by the Transferor) of rubbish or refuse in the Refuse Area

4.2.9 the Transferee must not park motor vehicles on or obstruct in any other manner any part of the Estate Road

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2. *Before each continuation, state pane to be continued, e.g; "Panel 12 continued "*.

Panel 13 continued.

4.2.10 the Transferee must not park boats caravans or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property) on the Property or on any other part of the Estate including any car parking spaces

4.2.11 not to transfer or otherwise dispose of the Property without:

4.2.11.1 simultaneously requiring the relevant transferee to enter into a Deed of Covenant with the Transferor

4.2.11.2 providing in the transfer for a restriction being entered on the register of the title transferred in the form set out below "Except under an Order of the Registrar no transfer or lease is to be registered unless the transferee or lessee (as the case may be) has produced EITHER a certificate of compliance with the provisions of paragraph 4.2.11.1 of the Transfer dated the day of made between Reedspace Limited (1) and (2) from the Transferor or its successors in title OR a certified copy of the Deed of Covenant

5. Positive covenants by the Transferee

5.1 The Transferee covenants with the Transferor that the Transferee will observe and perform the covenants and conditions contained or referred to in the property and charges registers of title number BK220164 so far as they relate to the Property and will indemnify and keep the Transferor and his successors in title fully and effectually indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Transferor or his successors in title in respect of any future breach or non-observance or non-performance of those covenants and conditions

5.2 The Transferee covenants

5.2.1 to pay and contribute with others using the same a fair proportion of the cost of maintaining repairing and renewing any common party walls or any of the Services or the Service Apparatus which the Transferor has laid or procured the laying in on through under or across the Estate and which serve the Property

5.2.2 to pay to the Transferor:-

5.2.2.1 an estimate of the due proportion of the Maintenance Costs for each Maintenance Year attributable to the Property to be determined by the Transferor ("the Transferee's Contribution")

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Panel 13 continued.

5.2.2.2 to pay the Transferee's Contribution by 2 equal payments in advance on 1st January and 1st July in each year and the first such payment to be made on the date hereof in respect of the period from to -

5.2.2.3 within 14 days of receipt of the Statement of Maintenance Costs by the Transferee to pay to the Transferor any shortfall between the Transferee's Contribution already paid and the amount shown on the statement as being due in respect of the Property and the Transferee shall be credited with any excess

5.3 The Transferee covenants to maintain the Property in a proper and suitable condition at all times so that it shall not appear in any way to the detriment of the Estate as a whole

6. Covenants by the Transferor

6.1 The Transferor covenants with the Transferee subject to payment by the Transferee of its contribution to the Maintenance Charge and to the respective contributions of the other owners and occupiers of the Estate in respect of the Maintenance Charge to:

6.1.1 maintain (and where necessary) renew for the benefit of the Estate the Estate Road footpaths accessways and ramps and the landscaped areas forming part of the Estate

6.1.2 provide and maintain lighting to the Estate Road and to discharge the electricity accounts in relation thereto

6.1.3 maintain cleanse and (where necessary) renew all other common parts of the Estate which are not the responsibility of any owner or tenant of a unit on the Estate

6.1.4 maintain cleanse repair and (where necessary) renew such of the Services and Service Apparatus as serve the Estate or part or parts of it

6.1.5 maintain public liability and all other necessary insurance in respect of the Services and the Service Apparatus and the parts of the Estate maintained by the Transferor

6.1.6 prepare as soon as reasonably practicable after the end of each Maintenance Year a statement of the Maintenance Costs for such Maintenance Year ("the Statement of Maintenance Costs")

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Panel 13 continued.

6.2 The Transferor shall also be entitled but not obliged to do all or any of the following:

6.2.1 employ such staff as are necessary in order to comply with its obligations hereunder

6.2.2 pay all legal and other proper costs incurred by the Transferor

(a) in the running and management of the Estate including preparing accounts returns holding meetings and complying with all statutory requirements

(b) in the enforcement of the covenants on the part of the Transferee and of the owners of the other parts of the Estate as to payment of their contribution to the Maintenance Costs insofar as the costs of enforcement are not recovered from the owner in breach

6.2.3 to accumulate if it so desires such sum or sums from time to time as the Transferor shall consider desirable for the purpose of accumulating a reserve fund as a reasonable provision against the prospective costs expenses outgoings and other matters mentioned or referred to above

6.2.4 to impose such rules and regulations as may from time to time be appropriate as to the use of the Access Road and other common parts of the Estate

6.3 The Transferee shall on reasonable prior notice be entitled to inspect the accounts and books held by or on behalf of the Transferor and relating to the Maintenance Costs and the Maintenance Fund

7. Agreements and Declarations. It is agreed and declared as follows:

7.1 The Transferee and his successors in title shall not be entitled to any right of access of light or air or other easement or right which would restrict or interfere with the free use of any land comprised in the Estate or any adjoining or neighbouring land of the Transferor for building or any other purpose

7.2 The Transferor shall be at liberty to modify waive or release all or any covenants stipulations or restrictions relating to the Property the Estate or any adjoining or neighbouring land now or in the future belonging to the Transferor whether imposed or entered into before at the same time as or after the date of this transfer AND to sell or dispose of any part of the Estate free from any restriction or stipulation AND the Transferor shall not in any way be bound by the plotting or general scheme of development of the Estate

7.3 Unless the contrary appears on the Plan by 'T' marks the walls hedges and fences separating the Property from the adjoining plots and the buildings on them are party walls and fences and the rights and liabilities in respect of them shall be in accordance with the Law of Property Act 1925 Section 38(1)

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Panel 13 continued.

7.4 If there shall be any dispute between the owners of any part of the Estate who are entitled to use and liable to pay for cleaning maintaining repairing or renewing any part of the Estate including Service Apparatus or any one or more of such owners as to the necessity for cleaning repair maintenance or renewal of any such part of thing their nature execution or cost or as to the proportions in which the owners are liable to pay or contribute to such cost the same shall be referred to the decision of a chartered surveyor appointed by agreement between all the owners or in default of agreement within 14 days of one owner giving notice to all of the others of his nomination appointed by or on behalf of the President of the Royal Institution of Chartered Surveyors on the application of any of the owners and the surveyor shall act as an expert and not as an arbitrator and his decision shall be final and binding on all such owners and the costs of his appointment and decision shall be as he may award

8.1 Each of the parties hereto hereby apply to the Chief Land Registrar to enter a restriction in the charges register of the title of the Property in the following terms:

"Except under an Order of the Registrar no transfer or lease is to be registered unless the transferee or lessee (as the case may be) has produced EITHER a certificate of compliance with the provisions of paragraph 4.2.11.1 of the restrictive covenants by the Transferee in a Transfer dated day of made between Reedspace Limited (1) and (2) OR a certified copy of a Deed of Covenant as defined in and executed in accordance with such Transfer".

8.2 The Transferor and the Transferee hereby apply to the Registrar to enter in the Register such of the said appurtenant rights exceptions reservations covenants conditions and stipulations as are capable of registration

8. Deed of Covenant

"I/WE of ("the Covenantor") as the transferee of the land and premises ("the Property") known as
pursuant to a transfer of even date herewith and executed contemporaneously herewith HEREBY COVENANT with Reedspace Limited pursuant to the terms of the Transfer ("the Principal Deed") dated the
2001 made between Reedspace Limited (1) and
(2)

- (a) at all times to observe and perform the covenants on the part of the Transferee contained in the Principal Deed in relation to the Premises and
- (b) to accept the Property subject to the agreements and declarations contained in the Principal Deed and
- (c) to enter a restriction on the title of the Property in the form prescribed in of the Principal Deed

Continuation sheet **5** of **5**

(Insert sheet number and tota/ number of continuation sheets eg "sheet 1 of 3")