

Land Registry
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

1	Title number(s) out of which the property is transferred: DN520811
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: None
3	Property: Plot Number: Unit C2 and Unit C5 Development: Mercury Business Park, Hele Cross, Bradninch, Devon To be known as Postal Address: Unit C2 and Unit C5, Mercury Business Park, Hele Cross, Bradninch EX5 4BL The property is identified edged red on Plan 1 and in accordance with the Plan Designations as defined and set out below
4	Date:
5	Transferor: GPG Projects Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10888223 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Richard Kenneth Edwards and Mandy Edwards as Trustees of the Edwards SASS <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:

<u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:	
7	Transferee's intended address(es) for service for entry in the register: Four Oaks Miry Lane Kentisbeare Devon EX15 2HA
8	The transferor transfers the property to the transferee
9	Consideration The Transferor has received from the Transferee for the Property the sum specified in the Part of this transfer entitled Consideration and Receipt.
10	The transferor transfers with full title guarantee.
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares X they are to hold the property on trust: In accordance with the trust deed dated 17 March 2022

Continued on next page

Additional Provisions

The Parties to this Transfer agree that the Property is transferred on the terms set out in this panel

Part 1 – Additional Parties to this Transfer

The additional Party to this transfer is:

Management Company	Name	Mercury Business Park Management Company Limited
	Registered Number	12433210
	Registered Office	Kimmins Moor, Skilgate, Taunton TA4 2DL

Part 2 – Consideration and Receipt

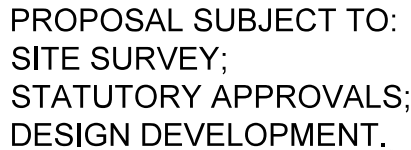
The Transferor and Transferee declare that the Consideration paid and received is as set out in this Part in the table below

ITEM	AMOUNT £
Total Amount of Consideration paid by Transferee under this Transfer	£585,600.00 (Five Hundred and Eighty Five Thousand Six Hundred Pounds) inclusive of VAT

Part 3 – Rights Granted

The Property is transferred with the Rights in this Part set out below on the terms of the Rules Relating to Rights for the Transferee for the benefit of the Property over and from the Estate

1. The Right of Way with or without vehicles over the Estate Roads
2. The Right of Way over the Estate Paths that serve the Property
3. The right to Construct new Service Installations to serve the Property
4. The right to Use existing Service Installations and new Service Installations (once constructed) for the Services that serve the Property
5. The right to Alter Service Installations in the Property that are not adopted
6. The right to Construct on the Property the Unit, Service Installations, Boundary Structures, Projections and any other structures that cannot be Constructed without the exercise of this right





LEGEND :

ESTATE BOUNDARY - 4.79 acres	ESTATE PATH	BUILDING PERIMETER FOOTPATH	REFUSE STORE	LAMPPOST	ELECTRIC VEHICLE CHARGING
ESTATE ROAD	SERVICE YARD - CONCRETE HARDSTANDING	SOFT LANDSCAPING & HEDGEROWS	SUB-STATION	BOUNDARY GROUND LEVELS (TO BE RETAINED)	

PRELIMINARY

10/09/21 Unit numbers amended. DM - C
25/03/20 Conveyance hatch colours amended LH MLFT B
19/03/20 Blocks E-C & C-A yards amended MLFT A
Date Description Drawn Checked Rev.

ANGUS MEEK ARCHITECTS

Cedar Yard, 290A Gloucester Road, Bristol, BS7 8PD
T 0117 942 82 86 E architecture@angusmeek.co.uk

Project Title
Mercury Business Park, Bradninch, Exeter

Drawing Title
Site Conveyance Plan 2

Date
March 2020

Drawn
LH

Checked
MLFT

Scale
1:500 @A3

Project No.
2636

Drawing No.
S02

Rev.
C

Not to be reproduced in part or whole, without consent. Any discrepancies to be reported to the architect. Contractors to verify all dimensions and sizes on site.

7. The right to Maintain the Property, the Unit, Service Installations, Projections, Boundary Structures and other structures that serve the Property as are not Maintainable without the exercise of this right
8. The right of support for soil structures, the Unit, Boundary Structures and Projections that are on or relate to the Property
9. The right to the free flow of surface and ground water through any Service Installations
10. The right to Use the Estate Rentcharge Managed Facilities to the appropriate extent intended by the purpose for which they were constructed or exist or are provided subject to the terms of the Estate Rentcharge and the rules and regulations published by the Management Company in relation to their use and enjoyment
11. The right if a Visitor Parking Space is unoccupied to park a single motor vehicle in any Visitor Parking Space
12. The right to enter onto the Estate and the Estate Rentcharge Managed Facilities to exercise the Rights in this Part

Part 4 Rights Reserved

The Property is transferred subject to the rights excepted and reserved in this Part set out below on the terms of the Rules Relating to Rights for the Transferor and the Management Company for the benefit of the Estate and the Estate Rentcharge Managed Facilities over and from the Property

1. The right where reasonably necessary to Construct new Service Installations to serve the Estate
2. The right to Use existing Service Installations and new Service Installations once constructed for the Services that serve the Estate
3. The right to Alter Service Installations in the Property and the Estate that serve the Estate and Units on it and the Estate Rentcharge Managed Facilities
4. The right to Construct on the Estate the Development including Units, Service Installations, Boundary Structures, Projections and all the elements of the Development and any other structures that cannot be Constructed without the exercise of this right
5. The right to Maintain the Development including Units, Service Installations, Boundary Structures, Projections and all the elements of the Development and any other structures on the Property or the Estate that cannot be Maintained without the exercise of this right
6. The right of support for soil structures Units, Boundary Structures, and Projections that are on or relate to the Estate
7. The right to the free flow of surface and ground water through any Service Installations

8. The right to Maintain Service Installation that serves the Estate that is on the Property in the event that the owner of the land on which that Service Installation is located has failed to Maintain it for 56 days after a proper request to carry out Maintenance
9. The right (but without obligation) to Maintain any fence wall or hedge adjacent to the boundary of the Estate that belongs to the Property or is owned by an adjoining part of the Estate jointly with the Property in the event that the owner of the fence wall or hedge has failed to Maintain it for 56 days after a proper request to carry out Maintenance or the joint owner of the fence wall or hedge has failed to join in Maintaining it for 56 days after a proper request to join in and carry out the Maintenance
10. The right to carry out and comply with the Management Company obligations generally and in particular those set out in under the Sub-Part of this Transfer entitled Management Company Rentcharge Covenants
11. The right to enter onto the Property to exercise the Rights in this Part

Part 5 Development Rights Reserved

The Property is transferred subject to the rights excepted and reserved in this Part set out below on the terms of the Rules Relating to Rights for the Transferor and any express assignees of the Transferor (but not successors in title generally) during the Development Period for the benefit of the Estate (during the Development Period) over the Property

1. The right to Construct on the Estate the Development and all elements of it, the Infrastructure and anything comprised within the Estate Rentcharge Managed Facilities or otherwise required for the development of the Estate
2. The right to Construct anything that is required by the Public Authorities including (but not limited to) pursuant to any planning permission, planning agreement, landscaping scheme, road agreement and notices in relation to the Estate and its development
3. The right to Maintain and Use anything Constructed pursuant to the Rights in this Part
4. The right to enter onto the Property to exercise the Rights in this Part 5

Part 6 Development Declarations

The Parties agree and declare that the provisions of this Part set out below will apply to the Transfer of the Property the Estate (and its development) and the Estate Rentcharge Managed Facilities

1. The ownership of Boundary Structures will be determined as follows:
 - 1.1 Internal dividing walls and any other structures that separate the Property the Unit on it or other buildings and structures on the Property from other Units and any other structure that relate to other Units on the Estate will be Party Structures and shall be used and Maintained on that basis;
 - 1.2 External walls and any other structures of Units or garages or outbuildings or other buildings that separate the Property Units or garages or outbuildings or other buildings on the Property from adjoin properties (but not the structures of

Units or garages or outbuildings or other buildings on adjoining plots) will belong to the Property

- 1.3 Boundaries of the Property (unless otherwise stated or indicated in an agreement with a Public Authority) adjoining the Access Ways that are to be maintained by the Management Company as part of the Estate Rentcharge Managed Facilities or adjoin other areas within the Estate Rentcharge Managed Facilities will belong to the Property
2. The Party Wall etc. Act 1996 will not apply to any Party Structures during the Development Period
3. No building scheme shall be created by this Transfer and the Transferor may modify waive or release any covenants set out in this Transfer
4. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Transfer except in relation to Rights and the ancillary provisions that are reserved or to be granted in favour of the Service Suppliers Public Authorities and Undertaker
5. The Property does not have any rights of light air or other rights (other than as expressly provided by this Transfer) which would or might restrict or interfere with the manner in which the Estate or any other adjoining land acquired by the Transferor can be used or developed
6. The Transferor shall not be bound in any way by the plotting or general scheme of development of any part of the Estate
7. No rights or easements implied by statute or enjoyed by the Transferor by virtue of its title to the Estate shall pass with the Property other than those rights and easements specifically granted to the Transferee in this Transfer
8. The provisions of Section 62 of the Law of Property Act and the Rule in Wheeldon v Burrows shall not operate in respect of the Transfer
9. Rights not specifically and expressly included in the Rights are reserved to the Transferor
10. If the Parties are unable to agree upon any of the terms of this Transfer or the determination of any sum or money obligation due from one Party to another in connection with the terms of this Transfer the dispute or difference will be settled by an expert suitably qualified and experienced to be appointed by agreement between the Parties in dispute or in default of agreement by the President for the time being of the Law Society such person to act as an expert and not as an arbitrator and the expert will first set the procedures to be adopted in reaching his determination and his decision (including as to costs) whose decision will be binding on the Parties in dispute.

Part 7 Rights Reserved and Covenants for the Service Suppliers

1. The Property is transferred subject to the rights excepted and reserved and granted by the Transferee to the Service Suppliers in this Part as set out below on the terms of the Rules Relating to Rights for the Service Suppliers and their Benefitting Interests over

the Property and the Transferee covenants to do all such acts and things including executing deeds to the extent reasonably and properly required by any Service Suppliers to grant or confirm all or any of the rights in this Part

1.1 The right to Construct anything that is required by the Service Suppliers in relation to Service Installations and the Services of the Service Suppliers

1.2 The right to Maintain anything Constructed pursuant to the Rights in this Part of this Transfer

1.3 The right to enter onto the Property to exercise the Rights in this Part

2. The Transferee covenants with the Transferor and the Service Suppliers to perform the restrictive covenants set out below in accordance with the Rules Relating to Covenants for the benefit of their Benefitting Interests

2.1 Not to Construct on any Service Easement Strips on the Property anything (including structures shrubs and trees) other than the Unit, Boundary Structures and Projections that are on or relate to the Property unless permitted by the Service Supplier under its rules relating to Service Easement Strips or Approved by the Service Suppliers that use the Service Easement Strips

2.2 Not to do anything on the Property or the Estate to impede any Service Installations (that are intended to be Adopted and maintained by the Service Supplier) being Adopted and vested in any Service Supplier

2.3 Not to do anything on the Property or the Estate to interfere damage or cause loss in relation to Service Installations which are or may become Adopted or vested in the appropriate Service Supplier

Part 8 Rights Reserved and Covenants for the Public Authorities

1. The Property is transferred subject to the rights excepted and reserved and granted by the Transferee to the Public Authority in this Part as set out below on the terms of the Rules Relating to Rights for the Public Authorities and their Benefitting Interests over the Property and the Transferee covenants to do all such acts and things including executing deeds to the extent reasonably and properly required by any Public Authority to confirm all or any of the rights in this Part

1.1 The right for any Public Authority (and in particular the highway authority) to Construct Use and Maintain Service Installations and anything else required for any street lighting (and associated equipment) signposts street furniture street signs and street name plates on the Property

1.2 The right to Construct anything that is required by the Public Authorities including (but not limited to) Infrastructure Visibility Splays Boundary Structures landscaping schemes or anything else required pursuant to any agreement relating to Infrastructure

1.3 The right to Maintain anything Constructed pursuant to the Rights in this Part

1.4 The right to enter onto the Property to exercise the Rights in this Part

- 2 The Transferee covenants with the Transferor and the Public Authority to perform the restrictive covenants set out below in accordance with the Rules Relating to Covenants for the benefit of their Benefitting Interests

2.1 Not to Construct on any Visibility Splay or Service Easement Strips on the Property anything (including structures shrubs and trees) other than the Unit, Boundary Structures and Projections that are on or relate to the Property unless permitted by the Public Authority under its general rules relating to the part of the Property affected or Approved by the Public Authority

2.2 Not to do anything on the Property or the Estate to impede any Infrastructure (that is intended to be Adopted and maintained at public expense) being Adopted and vested in the appropriate Public Authority

2.3 Not to do anything on the Property or the Estate to interfere damage or cause loss in relation to Infrastructure which is or may become Adopted or vested in the appropriate Public Authority

Part 9 Rights Reserved and Covenants for Undertaker

- 1 The Parties agree that the Rights reserved and covenants apply in relation to the Undertaker and the following definitions apply in relation to this part of the Transfer

Apparatus	the foul and/or surface water Sewers Lateral Drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Property
Dominant Tenement	the undertaking of the water company within its area as particularised in the Instrument of Appointment by the Secretary of State for the Environment under the Water Act 1989 and in particular the Estate Sewers together with the land properties and rights relative to it
Estate Sewers	the main foul and surface water sewers and any accessories as defined by Section 219 of the Water Industry Act 1991 now or to be constructed within the Estate which are intended to become sewers maintainable at the public expense
Undertaker	means the Undertaker which will adopt the Estate Sewers and its successors in title

- 2 Subject to the Rules Relating to Rights for the Undertaker and to the Undertaker indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the following perpetual rights to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

2.1 The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and

managing the Apparatus in through under over or upon the Property together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Property and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in Section 219 (1) of the Water Industry Act) within or adjacent to the Property in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge

2.2 For the purposes hereof and in particular for the purposes mentioned in Paragraph 1 of Part 7 (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the unbuilt upon part or parts of the Property as necessary by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Transferee (which approval shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferees adjoining land

2.3 The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights

2.4 The right of support from the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee

3 The Transferee to the intent that the burden of this covenant runs with the Property and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefitted or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

3.1 Not to use or permit or knowingly suffer to be used the Property or any adjoining or adjacent land of the Transferee for any purpose that may endanger injure or damage the Apparatus or to render access thereto more difficult or expensive or adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same

3.2 Without prejudice to the generality of the foregoing:

3.2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary on any part of the Property through which the Apparatus has been laid PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of the Unit, Boundary Structures and Projections that are on or relate to the Property

3.2.2 not to withdraw support from the Apparatus

3.2.3 not to Construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED this prohibition shall not apply to an existing street road pipe duct or cable

3.3 To advise any tenant for the time being of the Property of the existence of the Apparatus and of this Transfer and its contents insofar as the same relate to the Transferees occupancy of the Property

3.4 The Undertaker shall have the benefit of the right to enforce the Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999

3.5 Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the Covenant the Apparatus shall not vest in the Undertaker until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 192 of the Water Industry Act 1991.

Part 10 Existing Title Provisions

The Parties agree that in relation to Existing Title Provisions the terms in this Part set out below apply

- 1 The Property is transferred together with and subject to the Existing Title Provisions that benefit and affect the Property
- 2 The Transferee covenants with the Transferor to indemnify and keep indemnified the Transferor against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Transferee of any covenants contained or referred to in the Existing Title Provisions so far as they affect the Property

Part 11 Transferee Restrictive Covenants

The Transferee covenants with the Transferor and the Management Company to perform the restrictive covenants in this Part set out below in accordance with the Rules Relating to Covenants for the benefit of the remainder of the Estate and the Estate Rentcharge Managed Facilities

- 1 Not to Use the Property for purposes other than the Authorised Use
- 2 Not to Create on the Property anything which may be or become Detrimental or cause Detriment to the Estate
- 3 Not to Construct Create or Keep on the Property any Prohibited Structure or Prohibited Vegetation
- 4 Not (in addition to the specific restrictions contained in this Part) to otherwise Construct Create or Keep on or Use or do anything on the Property that causes Detriment to the Estate PROVIDED THAT the Transferee shall be permitted to install solar PV panels on the roof of the Property subject to first obtaining the written consent of the Transferor or the Management Company (as relevant), such consent not to be unreasonably withheld or

delayed, and FURTHER PROVIDED THAT any such consent shall contain such drawings and specification of the proposed solar PV panels for the Approval of the Transferor prior to any installation occurring by the Transferee.

- 5 Not to Use any of the Access Ways Visitor Parking Spaces except for their intended purposes for which they were constructed and not to obstruct Access Ways by any means including parking on those Access Ways intended for vehicular use
- 6 Not to park on the Access Ways
- 7 Not to allow the Boundary Structures that belong to the Property (with or without others) to fall into disrepair
- 8 Not to keep "for sale signs on the Property during the Development Period without the consent of the Management Company (not to be unreasonably withheld)
- 9 Not to allow any Visibility Obstruction on the Visibility Splay by any means
- 10 Not to damage anything including any of the Access Ways Visitor Parking Spaces Service Installations Party Walls and anything else used jointly with the Transferor the Management Company or any owners and occupiers of any other part of the Estate
- 11 Not to use any Visitor Parking Space other than for the temporary short term parking of a single motor vehicle and in compliance with the rules and regulations:

11.1 of the Management Company for Visitor Parking Spaces within the Estate
Rentcharge Managed Facilities;

11.2 of the Transferor during the Development Period .

Part 12 Transferee Positive Covenants

The Transferee covenants with the Transferor (and the Management Company) to perform the positive covenants in this Part set out below in accordance with the Rules Relating to Covenants for the benefit of the Estate and the Estate Rentcharge Managed Facilities

- 1 To Maintain (while being entitled to a contribution of a fair proportion determined according to user) anything on or in the Property used by the Transferee in connection with the Property and any other part of the Estate (where not Adopted or part of the Estate Rentcharge Managed Facilities) including any Service Installations Boundary Structures and Projections
- 2 To contribute a fair proportion determined according to user of the expense of Maintaining anything used by the Transferee in connection with the Property and any other part of the Estate (where not Adopted or part of the Estate Rentcharge Managed Facilities) including any of Service Installations Boundary Structures and Projections
- 3 To join with, as and where appropriate, owners of any other part of the Estate in Maintaining anything used by the Transferee in connection with the Property and any other part of the Estate (where not Adopted or part of the Estate Rentcharge Managed Facilities) including any of the Service Installations Boundary Structures and Projections
- 4 To Maintain the Property in good repair and condition.

- 5 To Maintain anything used exclusively in connection with the Property that is in the Estate in good repair and condition and where appropriate free from leaks including Service Installations Boundary Structures and Projections

Part 13 Transferor's Development Covenant

The Transferor covenants with the Transferee as set out below.

- 1 To Construct and Maintain pending adoption the Service Installations that are intended to be Adopted and publicly maintained and to indemnify the Transferee pending Adoption from any costs and claims relating to them until they become Adopted and maintainable at public expense.
- 2 To Construct and Maintain pending passing of maintenance to the Management Company the Access Ways the Service Installations and Estate Rentcharge Managed Facilities that are intended to be maintained by the Management Company and to indemnify the Transferee pending the transfer of maintenance responsibility to the Management Company from any costs and claims relating to them
- 3 To comply with the requirements of any Public Authority in relation to the development of the Estate during the Development Period

Part 14 Rules Relating to Rights

The Rights in this Transfer are (unless otherwise expressly stated) granted and reserved and subject to the rules of construction and interpretation in this Part as set out below.

- 1 The Rights are for the whole and each part of the Benefitting Interests over the whole and each part of the Servient Land but subject to the provisos in this schedule.
- 2 The Rights are to be exercised in accordance with the following rules:
 - 2.1 A person or body exercising any Right must do as little damage as possible to the Servient Land and make good without undue delay any damage caused in the exercise of the Right to the reasonable satisfaction of the owner of the Servient Land
 - 2.2 A person or body exercising any Right will pay reasonable compensation for any damage that cannot be made good to Servient Land
 - 2.3 A person or body exercising any Right will comply with all regulations of any Public Authority or other competent authority (including in relation to planning building regulation and environmental regulation) insofar as they relate to the exercise of the Right
 - 2.4 The right to use any Visitor Parking Space is subject to:
 - 2.5.1 The reasonable regulations of the Management Company where the Visitor Parking Space is within the Estate Rentcharge Managed Facilities that are notified in writing;

2.5.2 The reasonable regulations (which the Transferee may request without imposing an obligation for that regulation to be made) of the Transferor during the Development Period;

2.5.4 The right of the Transferor during the Development Period to suspend the use of any Visitor Parking Space so far as reasonably necessary to enable the construction of the Development and / or sales of the Units.

- 2.5 Entry under the Rights on to the Servient Land will only be exercised so far as is reasonably necessary or appropriate for the enjoyment of Right being exercised
- 2.6 The exercise of Rights relating to Construction on Servient Land will be in an Approved position and in accordance with an Approved method statement as to the execution of the Construction proposed
- 2.7 The exercise of the Rights (other than Rights of Way) involving any entry on to Servient Land will be after reasonable notice of not less than 7 days **except** in the case of emergency
- 2.8 The exercise of the Rights of entry on to Servient Land to Construct anything will avoid any land upon which a Unit has been built so far as is reasonably practicable
- 2.9 The Rights extend to and include entering Servient Land with so far as is reasonably necessary workmen plant scaffold machinery servants and agents
- 2.10 In exercising Rights any interruption of Services will be kept so far as practicable to a minimum and a person or body exercising any such Right will pay reasonable compensation for any interruption that be avoided and any interruption will be at such time as is Approved by the person or body affected on not less than 21 days notice
- 2.11 The Rights are not granted exclusively and are exercisable in common with the corresponding Rights of the owner of the Servient Land and all other persons or bodies lawfully entitled to exercise those or similar Rights
- 2.12 The Rights are granted and reserved only to the extent of the Servient Land owned by the Parties at the date of this transfer and where Rights are to be exercised over after acquired land then the Parties will do all such acts and things including executing deeds to the extent reasonably and properly required to give effect to their intentions for the grant and reservation of Rights over after acquired land in respect of the Rights
- 2.13 The Rights granted to the Transferee for the Property in this Transfer in the Part entitled Rights Granted do not apply to and may not be exercised over any electricity sub-station gas governor pumping station or similar Service Installations on the Estate

Part 15 Rules Relating to Covenants

The Covenants agreements and declarations contained in this Transfer are subject to the rules of construction and interpretation in this Part as set out below.

- 1 Covenants and agreements made by two or more persons or bodies shall be deemed to be joint and several where appropriate.
- 2 The Covenants are to bind the Servient Land and the whole and each part of it and are for the benefit of the Benefitting Interests (unless expressly stated otherwise) and the whole and each part of Benefitting Interests but not so as to render a person or body personally liable after parting with all interest in that part of any Servient Land where a breach occurs (except as otherwise provided in this Transfer)
- 3 The Transferee only ceases to be liable for the performance of the Transferees obligations under this Transfer when the Transferee has complied with the provision contained in the Part entitled Restrictions on Dispositions
- 4 The Covenants that prohibit an occurrence action activity or thing includes a prohibition on permitting or allowing the prohibited occurrence action activity or thing as well as direct breach of the Covenant
- 5 The Covenants that prohibits an occurrence action activity or thing by reference to a single verb (such as "*Construct*" or "*Keep*") includes all other descriptions of the action activity or thing that does or might lead to the breach of the Covenant so that it may not be avoided on a technicality of construction of the Covenant
- 6 The term Detrimental will be construed and any dispute determined having regard to the setting and locality of the Servient Land in respect of which the breach occurs and reasonable and objective consideration of what might be regarded as Detrimental having regard to all relevant factors including the Characteristics and the Authorised Uses
- 7 Where Construction of anything receives Approval or is pursuant to an Approval then implementation of actual Construction will not be an actionable breach of Covenants where Construction is implemented in a timely orderly and reasonable manner
- 8 An Approval may not be unreasonably withheld or delayed and may not be withheld on the grounds that a demand for a money payment is made (other than reasonable expenses of considering the request and providing the Approval) so that it is not reasonable to withhold Approval based on a demand for money other than in respect of reasonable expenses
- 9 The person or body seeking an Approval will provide to the person or body from whom Approval is sought all reasonable and necessary information that will facilitate an informed and timely decision and it will be reasonable to withhold consent to a request for Approval in the absence of reasonable and proper information

Part 16 Rules of Interpretation

- 1 Reference to any of the Parties to this Transfer whether collectively or individually will where appropriate include successors in title to them except where expressly stated otherwise
- 2 The singular includes the plural and masculine gender includes the feminine and neutral genders and vice versa
- 3 References to any of the Parties to this deed whether collectively or individually will including where appropriate occupiers tenants and licensees of the Parties

- 4 Defined terms may be used in the singular or the plural and verbs may be used in any tense and will be construed accordingly
- 5 Where liability for Maintenance or a contribution is according to user then user will be determined in accordance with the following rules:
 - 5.1 Fixed equipment and standing charges that are not susceptible to material wear and tear through use will have the cost shared by equal division between the number of users or apportioned by reference to an alternative fair and objective criteria (e.g. floor area, Unit planned occupancy capacity); and
 - 5.2 Equipment Service Installations and wearing structures subject to material wear and tear and / or consumption will be Maintained by reference to the amount of use or consumption made by each of the users (and not divided equally between the total number of users)
6. The liability of Richard Kenneth Edwards and Mandy Edwards together as trustees of Edwards SSAS shall be limited at all times to the assets held in the Edwards SSAS from time to time

Part 17 Plan Designations

The Transferor, Transferee and Management Company agree that the Plan Designations set out in the table below apply to the terms of this Transfer and it is acknowledged that more than one Plan Designation may apply to an area(s) on the Plan

ITEM ON PLAN	DESIGNATION ON PLAN
	<p>Note: If none of the items exist on the Estate state NONE</p> <p>If items exist on the Estate but are not designated state NOT DESIGNATED</p>
Estate Rentcharge Management Facilities	THERE ARE TWO PLANS: Plan 1 and Plan 2
Estate Roads and Estate Paths	As shown on Plan 2 tinted green, tinted brown and tinted pink, and to include the Estate Roads and Estate Paths (until adopted, if at all, by the local highways authority) and the Visitor Parking Spaces
Property	Shown tinted brown and tinted blue on Plan 2
Visitor Parking Spaces (where ever located)	Edged red on Plan 1
	Shown tinted grey to the east of the wording "Car Parking- 23 Spaces" in the eastern part of the Estate as shown on Plan 2 (to include the electric vehicle charging points)

	insofar as they remain owned by the Transferor and available for use.
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Part 18 Rentcharge and Powers

- 1 The Transferee grants out of the Property to and for the benefit of the Management Company the Estate Rentcharge and a right of re-entry on the terms in this Part (and its Sub-Parts) set out below.
- 2 The Estate Rentcharge Owner is granted by the Transferee the right of re-entry and the Estate Rentcharge Owner shall have all the powers and remedies conferred by the Law of Property Act 1925 (save that s.121(4) of the Law of Property Act 1925 is excluded) to enable it to recover and compel the payment of the Estate Rentcharge and in addition if the Estate Rentcharge (or any part thereof) is unpaid three months after the date that payment has been demanded (payment having become due and notice of arrears being provided to the Transferee and any mortgagee of the Property whose interest is registered on the title of the Property) the Estate Rentcharge Owner may enter the Property and at its discretion

2.1 hold the Property or

2.2 do anything which is necessary to make good any default and remain in possession of the Property or the rents and profits from it until all monies due and the costs incurred by the exercise of this power are fully discharged

PROVIDED that if such arrears are not paid in full within 60 days of the aforementioned notice the Estate Rentcharge Owner shall give a further notice being not less than 30 days notice of its intention to take further action to any mortgagee of the Property whose interest is registered on the title of the Property.

Sub-Part 18.1 Transferees Rentcharge Covenants

The Transferee covenants with the Management Company to perform the Estate Rentcharge Covenants in this Sub-Part set out below.

- 1 To pay the Estate Rentcharge as estimated for the variable element of the Estate Rentcharge (or an appropriate proportion thereof in respect of the payment due on the date of this Transfer) to the Estate Rentcharge Owner in advance of the Estate Rentcharge Payment Date or if later within 5 working days on receipt of a demand for payment from the Estate Rentcharge Owner
- 2 Within 5 working days of receipt of a Certificate to pay to the Estate Rentcharge Owner any shortfall between the estimated Estate Rentcharge paid and the amount of the Estate Rentcharge so certified
- 3 To pay interest to the Estate Rentcharge Owner at the rate of 4% above the base rate of Lloyds Bank plc for the time being on any part of the Estate Rentcharge as shall be unpaid by the Transferee 28 days after the date of demand together with any costs properly incurred by the Estate Rentcharge Owner in recovering any arrears of the Estate Rentcharge
- 4 Not to do or permit to be done within any Estate Rentcharge Managed Facilities anything which may obstruct or result in loss or damage to or interference with the Estate Rentcharge Managed Facilities

- 5 Not to use the Estate Rentcharge Managed Facilities except for their intended purpose and use
- 6 To comply with all regulations that the Estate Rentcharge Owner makes pursuant to the Ancillary Estate Rentcharge Agreement and Declaration contained in this Part of this Transfer

Sub-Part 18.2 Management Company Rentcharge Covenant

The Management Company covenants with the Transferee to perform the obligations on behalf of the Estate Rentcharge Owner and the Management Company covenants with the Transferor to perform the obligations in this Sub-Part as set out below.

1. To Maintain the Estate Rentcharge Managed Facilities and the related structures and equipment
2. To keep the Estate Rentcharge Managed Facilities fully insured against property owners' public and third party liability and such other risks as the Estate Rentcharge Owner deems necessary with a reputable insurance company in such sums as the Estate Rentcharge Owner reasonably considers necessary in the general interest of the owners of the Estate and the Units on it
3. To provide such staff as the Estate Rentcharge Owner reasonably considers necessary in order to fulfil its obligations including (where appropriate) the appointment and payment of managing agents and professional advisers
4. To pay all outgoings which are payable in respect of the Estate Rentcharge Managed Facilities and which do not fall to be paid by any other person or body including Service Suppliers and Public Authorities
5. To collect and set aside such sums as the Estate Rentcharge Owner shall reasonably determine as being necessary to provide a reserve fund for anticipated expenditure not incurred on an annual basis
6. To comply with all statutory obligations of the Estate Rentcharge Owner and generally to manage administer and protect the Estate Rentcharge Managed Facilities
7. To ensure that all other properties forming part of the Estate are sold on terms similar to those contained in this transfer, and to enforce the covenants contained in such other transfers against the other owners and occupants of the properties on the Estate as and when required.

Sub-Part 18.3 Calculation of the Estate Rentcharge

The Parties agree that the Estate Rentcharge shall be calculated in accordance with the method and rules in the Sub-Part set out below.

1. Before the commencement of each Estate Rentcharge Financial Year (or as soon as possible in each Estate Rentcharge Financial Year) the Estate Rentcharge Owner or its managing agent shall provide the Transferee with an estimate of the Estate Rentcharge Expenditure anticipated to be incurred in that Estate Rentcharge Financial

Year and an estimate of the Estate Rentcharge for that Estate Rentcharge Financial Year

2. The variable amount of the Estate Rentcharge shall be a fair and proper proportion of the Estate Rentcharge Expenditure or estimated Estate Rentcharge Expenditure as reasonably determined from time to time by the Estate Rentcharge Owner having regard to the number of Units constructed or to be constructed on the Estate and which are liable to pay the Estate Rentcharge on the basis that the whole of the Estate Rentcharge Expenditure is to be recovered from the owners of the Units subject to the receipt and credit of any contributions received from owners outside the Estate towards the Estate Rentcharge Expenditure and liabilities due in respect of the Estate Rentcharge Managed Facilities or their equivalent outside of the Estate
3. As soon after the end of each Estate Rentcharge Financial Year as is reasonably practicable the Estate Rentcharge Owner shall provide the Transferee with a Certificate for that Estate Rentcharge Financial Year
4. If the Certificate specifies an amount for the Estate Rentcharge less than any estimated Estate Rentcharge paid in respect of that Estate Rentcharge Financial Year then such overpayment shall be credited to the Transferees next payment of the Estate Rentcharge
5. Any omission by the Estate Rentcharge Owner to include in the Certificate for any Estate Rentcharge Financial Year a sum expended or a liability incurred in that Estate Rentcharge Financial Year shall not preclude the Estate Rentcharge Owner from including such sum or the amount of such liability in the Certificate for any subsequent Estate Rentcharge Financial Year

The parties agree that the following items shall not under any circumstances form part of the Estate Rentcharge Expenditure:

6. Any capital expenditure incurred in relation to the initial construction of the Estate including but not limited to the laying of the wearing course on the Access Ways;
7. The cost of repairing any damage or fair wear and tear caused to the Access Ways by construction vehicles during the Development Period;
8. The cost of remedying any inherent defects in the Estate Rentcharge Managed Facilities arising as a result of the faulty or defective design or workmanship.
9. The cost of carrying out any remedial work arising as a result of environmental liability in relation to the Estate Rentcharge Managed Facilities.

Sub-Part 18.4 Ancillary Estate Rentcharge Agreement and Declaration

The Parties agree that the ancillary terms in this Sub-Part set out below will apply to the Estate Rentcharge.

1. If at any time the Estate Rentcharge Owner considers that it would be in the general interest of the owners of Units on the Estate to provide or discontinue a service from the Estate the Estate Rentcharge Owner may provide or discontinue that service as appropriate provided that in deciding whether or not to provide or discontinue any

service the Estate Rentcharge Owner is to give proper consideration to the views and wishes of the majority of the owners of the Units

2. The Estate Rentcharge Owner (acting reasonably) may make and at any time on prior notice to the Transferee vary or waive any regulations relating to the Estate Rentcharge Managed Facilities as it thinks fit in the general interest of the owners of the Units on the Estate
3. The Estate Rentcharge Owner may at any time and from time to time in their reasonable discretion determine that any land facility or anything else then forming part of the Estate Rentcharge Managed Facilities shall cease to be part of the Estate Rentcharge Managed Facilities and / or that any land facility or anything else not then being included in the Estate Rentcharge Managed Facilities shall become part of the Estate Rentcharge Managed Facilities (and the definition of Estate Rentcharge Managed Facility will be read and construed accordingly)
4. In the event of the location or extent of the Estate Rentcharge Managed Facilities being at any time or times varied as above then the rights granted to the Transferee in this Transfer shall be extinguished in respect of any land facility or anything else which ceases to be part of the Estate Rentcharge Managed Facilities and the rights granted to the Transferee in this Transfer shall extend over any land facility or anything else which becomes comprised in the Estate Rentcharge Managed Facilities provided that nothing in this or the preceding sub-clause shall in any way adversely affect the exercise of the Transferees rights over the Estate Roads and / or the Estate Paths

Sub-Part 18.5 Restriction on Dispositions

The terms in the Sub-Part as set out below will apply for the regulation of Dispositions of the Property.

1. The Transferee covenants with the Transferor and the Management Company not to dispose (other than by way of mortgage or lease less than 7 years) of the Property unless the disponent:
 - 1.1 enters into and delivers a direct covenant with the Management Company in the form of the deed set out in the Sub-Part entitled Model Deed of Direct Covenant; and
 - 1.2 has either become a member of the Management Company or has made a written application to the Management Company to become a member
2. The Transferor and the Transferee apply to enter the following standard form restriction against the title of the Property:

“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 date of this restriction) is to be registered without a certificate signed by a conveyancer that the provisions of clause 1 of the Sub-Part 18.5 *{entitled Restriction on Dispositions}* Clause 1 of a transfer dated *{date of this transfer}* between *{name of Transferor in this transfer}* (1) and *{name of Transferee in this transfer}* (2) have been complied with or do not apply.”

Part 19 Model Deed of Direct Covenant

The Parties agree that the form of model deed specified in this Transfer in the Sub-part entitled Restrictions on Dispositions will be in the form in this Sub-part set out below.

THIS DEED OF COVENANT is made on the *{insert date signed}*

1. Parties

1.1 *{new owner}* of *{new owners address}* ('Transferee') and

1.2 *{Name of Management Company in this transfer}* of ('Company')

2. Background

This Deed is supplemental to a transfer dated the *{insert the date of the transfer}* made between (1) *{The Transferor named of this transfer}* (2) the Company (3) *{insert name of first owner being the transferee in this transfer}* ('Transfer') in respect of *{insert the description of the Property to which this deed relates being the Property described in this transfer}* ('Property')

3. Operative Provisions

3.1 The Transferee covenants with the Company to observe and perform the covenants on the part of the Transferee in the Transfer as if the Transferee was a party to the Transfer

3.2 The Transferee covenants to pay the reasonable costs of the Company in connection with this Deed

Executed as a Deed by the Transferee
in the presence of:

Part 20 Definitions

The Parties agree that the terms specified in the first column will have the meanings specified in the second column of the table in this Part as set out below.

Access Ways	means the Estate Roads and the Estate Paths
Adopted	means those parts of Service Installations, if any, that will become (or it is intended will become) maintainable by a Public Authority or Service Supplier as appropriate and <i>Adoption</i> will construed accordingly
Alter	means reasonable and necessary changes of the position (horizontally or vertically) line depth height size capacity and materials
Apparatus	means as specified in the Part of this Transfer entitled Rights Reserved and Covenants for Undertaker

Approval	means consent to be given by a person or body under the terms of this Transfer by one of the Parties in writing and " <i>Approve</i> " and " <i>Approved</i> " will be construed accordingly
Authorised Use	means any use within Use Classes B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 (as at 31 August 2020);
Benefitting Interests	means the property and / or interests, as appropriate comprising the Property, the Estate, or the assets and interests of any Public Authority or the Service Supplier that benefits from Rights or Covenants in this Transfer
Boundary Structure	means anything along a boundary line or adjacent to a boundary line including, but not limited to fences walls hedges buildings parts of buildings roof structures boundary markers and kerbs
Certificate	means a written confirmation containing a summary of the Estate Rentcharge Expenditure and specifying the amount of the Estate Rentcharge for any Estate Rentcharge Financial Year
Characteristics	<p>means the features of an activity or thing that has to be considered under the terms of this Transfer in relation to the Property or any activity or thing on it relating to:</p> <ul style="list-style-type: none"> ➤ odour generated ➤ visual appearance (when stored outside of any building on the Property) ➤ noise emitted (including from audio equipment) ➤ danger (actual or potential) ➤ number (quantity or amount) ➤ frequency of occurrence ➤ size ➤ height ➤ Weight ➤ proximity to Units or Boundary Structures, ➤ use ➤ condition ➤ any other characteristic or circumstance relating to the thing or activity under consideration on the terms of this deed
Construct	means build lay connect manufacture plant grow create and <i>Constructed</i> will be construed accordingly
Covenants	means the covenants whether positive or negative (restrictive) entered into by any of the Parties pursuant to the terms of this Transfer

Create	means form or do any act or thing leading to the making construction or origination of any act or thing
Detrimental	means any Characteristic that is a material nuisance or annoyance and / or has a material adverse impact on the enjoyment of or value of any Unit on the Estate in respect of which detriment is being considered and " <i>Detriment</i> " will be construed according
Development	means the development of the Estate and the component parts of it including but not limited to the Units the Access Ways the Service Installations Boundary Structures Projections the Infrastructure and the Estate Managed Facilities
Development Period	means the period of development and Construction of the Development until all Units have been Constructed and transferred to a new owner
Dominant Tenement	means as specified in the Part of this Transfer entitled Rights Reserved and Covenants for Undertaker
Estate	means the land comprising circa 4.79 acres and the whole or parts of it as appropriate the structures on it now or formerly comprised in the title number noted in Panel 1 of this Transfer (and includes all and any of the Estate Rentcharge the Estate Rentcharge Managed Facilities the Development and the Units to the extent that they are on or within the title of the Estate noted in Panel 1), shown for the purposes of identification only with a red dotted line on Plan 1 attached hereto
Estate Paths	means the footpaths (if any), and the lampposts within them (if any), serving a number of Units on the Estate and the Property which will be maintained by the Management Company including the Estate Paths that are or may be shown on Plan 2 in accordance with the Plan Designations
Estate Rentcharge	means the fixed Estate Rentcharge sum of £1.00 per annum and the further variable Estate Rentcharge sums charged on and issuing out of the Property which further variable sums are charged and calculated on the terms set out in the Part of this Transfer entitled Rentcharge and Powers
Estate Rentcharge Expenditure	means the aggregate of all costs charges expenses and outgoings of any sort incurred by the Management Company in relation to and complying with all its obligations set out in the Sub-Part of this deed entitled Management Companies Rentcharge Covenants and <i>Estate Rentcharge Expenditure</i> will be construed accordingly

Estate Rentcharge Financial Year	means each period of a year ending on the 31 st December in each year or other date as the Management Company shall determine and <i>Estate Rentcharge Financial Year</i> will be construed accordingly
Estate Rentcharge Managed Facilities	means the areas of land and Service Installations Access Ways Parking Spaces Boundary Structures and any buildings and other structures facilities and amenities within the Estate, or as appropriate beyond the Estate boundaries, for which the Management Company assumes responsibility for Maintenance whether alone or in conjunction with others (including temporarily pending Adoption) including in relation to but not limited to: <ul style="list-style-type: none"> • Traffic and its management; • Waste management; • Services; • Security including lighting; • Public and restricted access open space recreation facility and amenity; • Ornamental and aesthetic features an amenities; • General amenity.
Estate Rentcharge Owner	means the Management Company or the owner for the time being owning or entitled to the benefit of the Estate Rentcharge
Estate Rentcharge Payment Date	means the date of completion of this deed and afterwards on the 1st January in each year or other date as the Management Company shall determine
Estate Roads	means the roads carriageways footpaths and verges (if any), and the lampposts within them (if any), on the Estate which serve the Property the Estate the Units and the Development and the Estate Rentcharge Managed Facilities which will be maintained by the Management Company including the Estate Roads which are or may be shown on Plan 2 in accordance with the Plan Designations
Estate Sewers	means as specified in the Part of this Transfer entitled Rights Reserved and Covenants for Undertaker
Existing Title Provisions	means the Rights, covenants and all other matters that are contained or referred to in the title of the Estate out of which the Property is transferred
Infrastructure	means Services Installations Access Ways or other structures built or Created to facilitate the Construction and use of the Estate and the Units on it and the Estate Rentcharge Managed Facilities and in the locality that belong (or are intended to belong) to the Service Suppliers or Public Authorities

Keep	means own retain or permit to be retained any item or thing
Maintain	means repair renew replace upgrade cultivate replant and any other action reasonably necessary to continue the enjoyment of the subject matter in respect of which the maintenance takes place and <i>Maintaining Maintenance</i> and <i>Maintainable</i> will be construed accordingly
Management Company	means the company specified in Part of this Transfer entitled Additional Party to this Transfer
Part	means a part of this Transfer which is designated with a number and a descriptive heading and <i>Sub-Part</i> will be construed accordingly
Party	means the Transferor, the Transferee and the Management Company individually and collectively as appropriate to this deed and " <i>Parties</i> " will be construed accordingly
Party Structure	means and shall have the meaning given to it within Section 20 of the Party Walls Act 1996
Plan 1 and Plan 2	means the plans annexed to this Transfer, and marked accordingly, which shows the extent of the Property and the items as indicated in accordance with the Plan Designations
Plan Designations	means the statement of the items specified in this Transfer which are or may be shown on Plan 1 and Plan 2 and the manner in which those items are shown on Plan 1 and Plan 2 as set in the Part of this Transfer entitled Plan Designations
Prohibited Structures	<p>means any</p> <ul style="list-style-type: none"> ➤ additional building on the Property; ➤ extension of or material external alteration to the Property including the Unit the Boundary Structures and any other structures on it; ➤ new apertures Constructed in the Unit the Boundary Structures and any other structures on the Property (which includes replacing obscure glass with clear glass and making fixed windows opening windows) that face or overlook any other Unit on the Estate; <p>without prior Approval of the Transferor during the Development Period and afterwards by the Management Company</p>

Prohibited Vegetation	means vegetation of any type that grows to a height of over 3 metres from the adjacent ground other than individual specimen trees and shrubs that do not cause Detriment to other Units and Unit Owners or vegetation (exceeding 3 metres in height) that cannot be removed or reduced because of Planning Regulation or Controls applicable to that vegetation
Projections	means eaves overhangs gutters downpipes flues structural connections ties foundations and any structures on any part of the Property or the Estate that protrude into or over any part of the Estate or the Property (as appropriate) which now exist or come into existence pursuant to the Rights
Property	means the Property described in this Transfer shown on Plan 1 and in accordance with the Plan Designations which is transferred on the terms of this Transfer and includes the Unit on it
Public Authority	means local authorities (whether acting under general or specific power or function) including planning highway and environmental authorities and <i>Public Authorities</i> will be construed accordingly
Rights	means the Rights granted and / or excepted and reserved under the terms of this Transfer
Right of Way	means a right to pass and re-pass and where appropriate turn at all reasonable times for the Authorised Uses (over the surfaces and land or property over which a right of way is granted) on foot and with vehicles on those parts constructed for use with vehicles
Rules of Interpretation	means the rules of construction and interpretation that apply to the terms of this Transfer set out in the Part entitled Rules of Interpretation
Rules Relating to Covenants	means the rules of construction and interpretation and provisions that govern the operation of the Covenants set out in the Part entitled Rules Relating to Covenants
Rules Relating to Rights	means the rules of construction and interpretation and provisions that govern the exercise of the Rights as set out in the Part entitled Rules Relating to Rights
Service Easement Strips	means the areas of land that are adjacent to Service Suppliers Service Installations that are subject to the Service Suppliers regulations controlling activity and building on the Service Easement Strips

Service Installations	means any wires, cables, pipes, conduits, ducts, fibres, aerials, satellite receivers and dishes, connection systems, compounds and enclosures manholes, tanks, chambers, pumps, treatment plants, digesters, culverts, watercourses, trenches, ditches, ponds, soakaways, water attenuation tanks, evaporation beds and all associated structures and apparatus for the supply or discharge of the Services whether mains or private including as appropriate those on the Property or the Estate
Services	means any water, surface water, groundwater, foul water, soil, sewage, gas, electricity, telephone, and digital signals, whether Adopted or private
Service Suppliers	means the supply companies or corporate bodies or statutory authorities or other legal entity that deliver any of the adopted or publicly maintained Services for the Property the Estate and the Units on it the Estate Rentcharge Managed Facilities (or to the locality) and <i>Service Supplier</i> will be construed accordingly
Servient Land	means any land or property over which Rights are exercisable or Covenants apply
Transferor	means the Transferor noted in Panel 5 of this Transfer and where the context required the Management Company and the Estate Rentcharge Owner
Visibility Obstruction	means anything (whether a structure or vegetation or otherwise) that impedes visibility required in the interests of highway safety over any Visibility Splay
Visibility Splay	means the part of the Property or the Estate must be kept clear of obstructions to visibility as required by any Public Authority pursuant to a Planning Permission or otherwise.
Visitor Parking Spaces	means the parking spaces (if any) on the Property or other Units on the Estate the Access Ways or the Estate Rentcharge Managed Facilities constructed for the use of visitors to the Property or other Units on the Estate on the terms of this Transfer which are shown on Plan 2 in accordance with the Plan Designations
Unit	means the commercial unit(s) constructed on the Property or the Estate and associated structures
Use	means in respect of the item to which the description relates do make use of Keep and enjoy as appropriate
Undertaker	means as specified in the Part of this Transfer entitled Rights Reserved and Covenants for Undertaker

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SIGNED AND DATED AS A DEED ON THE DATE STATED ABOVE

The transferor must execute this transfer as a deed using the space opposite. 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 (such as for a restriction), it must also be executed by the transferee.

EXECUTED as a DEED by GPG PROJECTS LIMITED
acting by a director, Spencer Louis Popham

DIRECTOR SIGN HERE

WITNESS SIGN HERE

WITNESS NAME

WITNESS ADDRESS

EXECUTED as a **DEED** by **MERCURY BUSINESS PARK MANAGEMENT COMPANY LIMITED**

acting by a director, Spencer Louis Popham

DIRECTOR SIGN HERE

WITNESS SIGN HERE

WITNESS NAME

WITNESS ADDRESS

EXECUTED as a **DEED** by
RICHARD KENNETH EDWARDS

In the presence of:

DSIGN HERE

WITNESS SIGN HERE

WITNESS NAME

WITNESS ADDRESS

EXECUTED as a **DEED** by
MANDY EDWARDS
In the presence of:

SIGN HERE

WITNESS SIGN HERE

WITNESS NAME

WITNESS ADDRESS

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

