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Title Number YY105884

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Transfer of part  
of registered title(s)

 Land Registry  
DLA PIPER  
WE HEREBY CERTIFY THIS TO BE A TRUE COPY  
OF THE ORIGINAL.  
DATE 29/11/08  
SIGNED DLA PIPER  
DLA PIPER UK LLP

TP1

1	Stamp Duty
2	Title number(s) out of which the Property is transferred <i>Leave blank if not yet registered.</i>  WYK725532
3	Other title number(s) against which matters contained in this transfer are to be registered, if any  WYK705042 WYK221389 <del>WYK705074</del> <sup>AG</sup> WYK221367
4	Property transferred  Land and buildings on the west side of Bridge Street Wakefield to be known as Hebble Wharf shown edged red on the Plan
5	Date <u>29 January</u> 2007
6	Transferor <i>Give full name(s) and company's registered number, if any.</i>  British Waterways Board of Willow Grange Church Road Watford Hertfordshire WD17 4QA
7	Transferee <b>for entry on the register</b> <i>Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for LLP's use an OC prefix before the registered number, is any. For foreign companies give territory in which incorporated.</i>  CTP St James Limited (Company No. 02768084)  <i>Unless otherwise arranged with the 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) <b>for service (including postcode) for entry on the register</b> You may give up to three addresses for service <b>one</b> of which <b>must</b> 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.  4 The Embankment Sovereign Street Leeds LS1 4BJ
9	The Transferor transfers the Property to the Transferee
10	Consideration  The Transferor has received from the Transferee for the Property the sum of One hundred and twenty six thousand three hundred and fifty pounds (£126,350) together with Value Added Tax of twenty two thousand one hundred and eleven pounds and twenty five pence (£22,111.25)



SEQ188

<b>11</b>	<p>The Transferor transfers with limited title guarantee subject to the title modifications</p> <p><b>Title Modifications</b></p> <p><b>11.1</b> The words "at his own cost" in the Law of Property (Miscellaneous Provisions) Act 1994 (<b>1994 Act</b>) section 2(1)(b) shall be replaced by the words "at the Transferee's cost"</p> <p><b>11.2</b> For the purposes of section 6(2)(a) of the 1994 Act, there are deemed to be within the actual knowledge of the Transferee:</p> <ul style="list-style-type: none"> <li>(a) all entries in any public register; and</li> <li>(b) all public requirements (as defined in the Standard Commercial Property Conditions (Second Edition)).</li> </ul>
<b>12</b>	<p><b>Declaration of trust</b></p> <p>Not applicable</p>
<b>13</b>	<p><b>Additional Provision(s)</b></p> <p><b>13.1 Definitions and interpretation</b></p> <p>In this transfer:</p> <ul style="list-style-type: none"> <li>(a) <b>Authority</b> means any statutory public local or other authority or any court of law or any government department or any of them or any of their duly authorised officers</li> <li>(b) <b>Conduits</b> means all conducting media and associated equipment for the passage of substances, energy and data;</li> <li>(c) <b>Development Agreement</b> means a development agreement dated 5 December 2002 (as amended by a supplemental deed dated 22 August 2006) made between the Transferor and the Transferee.</li> <li>(d) <b>Enactment</b> means <ul style="list-style-type: none"> <li>(i) any Act of Parliament and</li> <li>(ii) any European Community legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom</li> </ul> <p>and references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission guidance or direction made or issued under it or under any Enactment replaced by it or deriving validity from it</p> </li> <li>(e) <b>Estate</b> means the Property and the Retained Land.</li> <li>(f) <b>Estate Common Parts</b> means all parts of the Estate (other than the Property and any Lettable Area) from time to time provided for the common use of the tenants and occupiers of the Estate and their visitors including without limitation any of the following which fall within this definition: vehicular and pedestrian accesses passages circulation areas landscaped areas loading bays storage areas refuse collection and disposal areas and parking areas</li> <li>(g) <b>Legal Obligation</b> means any obligation from time to time created by any Enactment or Authority which relates to the Property or the Estate (as the case may be) or its use and includes without limitation obligations imposed as a condition of any Necessary Consents</li> </ul>

- (h) **Lettable Area** means a part of the Estate occupied by way of exclusive occupation or designed or intended for letting or exclusive occupation (except in connection with the management of the Estate)
- (i) **Necessary Consents** means planning permission and all other consents licences permission and approvals whether of a public or private nature which shall be relevant in the context
- (j) **Perpetuity Period** means the period of 80 years commencing on the date of this transfer;
- (k) **Plan** means the plan or plans annexed to this transfer;
- (l) **Retained Land** means the land and buildings edged ~~red~~ <sup>blue AG</sup> on the Plan retained by the Transferor being part of the land comprised in the above titles; *but excluding WYK221307 AG*
- (m) **Waterways Operational and Recreational Areas** means that part of the Retained Land shown coloured pink on the Plan;
- (n) Words importing one gender shall be construed as importing any other gender;
- (o) Words importing the singular shall be construed as importing the plural and vice versa;
- (p) Words importing persons shall be construed as importing a corporate body or unincorporated body and vice versa;
- (q) Where any party comprises more than one person the obligations and liabilities of that party under this transfer will be joint and several obligations and liabilities of those persons;
- (r) The panel and clause headings do not form part of this transfer and shall not be taken into account in its account in its construction or interpretation;
- (s) Any reference to a clause is one so numbered in this panel unless otherwise stated; and
- (t) References to the Property and the Retained Land include each and every part or parts of them.

### 13.2 No implied rights

The parties do not intend that the Transferee acquires any rights over the Retained Land or the Transferor shall except and reserve or have any other rights over the Property except those expressly granted by clause 13.3 and 13.4 respectively. The provisions of section 62 Law of Property Act 1925 and the rule in Wheeldon v Burrows do not apply to this transfer.

### 13.3 Rights granted for the benefit of the Property

The Property is transferred together with the following rights in common with the Transferor and those authorised by it:

- (a) to connect to and use all Conduits and plant from time to time serving the Property or provided for the benefit of the Property but without any right of access to areas outside the Property for this purpose save as permitted under paragraph (b)

⑤ and the land comprised in title number WYK 721367 and the remaining land (not forming part of the Property) comprised in title number WYK 725532 AG

- (b) to enter such parts of the Estate Common Parts lying in the Retained Land as is reasonably necessary at all reasonable times and upon giving at least 48 hours prior notice to the Transferor (except in an emergency) with all workmen and equipment reasonably necessary to clean repair replace alter and rebuild the Property or any part thereof or to inspect install repair renew clean or maintain or to connect to any plant or Conduits serving or to serve the Property and a right to erect temporary scaffolding where reasonably necessary for such purposes provided that the location and duration of such temporary scaffolding shall be subject to the reasonable approval of the Transferor further subject in respect of all the rights granted under this paragraph to:
- (i) the Transferee using all reasonable endeavours to ensure that such rights are exercised in such a manner as to cause the minimum reasonably practicable inconvenience or disruption and damage to the Transferor and the lessees and occupiers on the Retained Land or its future development or redevelopment
  - (ii) the Transferee promptly making good any damage to the Retained Land to the reasonable satisfaction of the Transferor and its lessees and occupiers caused by the exercise of such rights
  - (iii) the route of any new Conduit laid not being under any building but shall otherwise be along a route approved by the Transferor (such approval not to be unreasonably withheld or delayed)
- (c) Subject to paying the costs referred to in clause 13.6 to pass and repass at all times and from time to time over the Estate Common Parts by way of pedestrian access over all the footpaths and by way of vehicular and pedestrian access over roads and service areas within the Estate Common Parts and otherwise to use the Estate Common Parts for all the purposes for which they are designed and in accordance with the Transferor's reasonable regulations from time to time and/or (following reasonable prior written notice to the Transferee and subject to such reasonable regulations or conditions as the Transferor may reasonably require) for any other purposes reasonably required by the Transferee in order beneficially to use and occupy the Property
- (d) to place and maintain a sign or signs on any wayfinder signs or other signage structures from time to time provided by the Transferor on the Retained Land for the common benefit of all tenants and other occupiers of the Retained Land which has the Transferor's prior written consent (not to be unreasonably withheld or delayed where this complies with the standard design for the Estate)
- (e) support and protection for the Property from the Retained Land as enjoyed at today's date and rights of overhang onto the Retained Land for roofs balconies guttering and similar items now existing or constructed during the Perpetuity Period on the Property and the right to retain footings and foundations now existing under the Retained Land or constructed under the Retained Land during the Perpetuity Period (in the case of new matters subject to obtaining the Transferor's prior written consent (such consent not to be unreasonably withheld or delayed)).
- (f) to carry out works to the Property and to use it in whatever manner may be desired and to consent to others doing so notwithstanding that the access of light and air to the Retained Land or any other amenity from time to time enjoyed by them may be adversely affected.

#### 13.4 Rights reserved for the benefit of the Retained Land

The following rights are excepted and reserved for the benefit of the Retained Land and (to the extent that they extend beyond the Property and the Transferee is legally able) the Transferee hereby grants to the Transferor for the benefit of the Property the following rights:

- (a) To build, alter or develop any part of the Retained Land and otherwise to use it in whatever manner may be desired and to consent to others doing so notwithstanding that the access of light and air to the Property or any other amenity from time to time enjoyed by it may be adversely affected.

- (b) Support and protection for the Retained Land from the Property as enjoyed at today's date.
- (c) To attach to and retain on the exterior of any building from time to time on the Property any plant reasonably required by the Transferor for the security and/or lighting of the Estate Common Parts together with the right to remove replace inspect and maintain such plant and to lay and connect such Conduits as may be required to the plant in each case with the Transferee's prior written approval (such approval not to be unreasonably withheld or delayed) to the necessary works.
- (d) To oversail the airspace of the Property with cranes (which are not themselves positioned on the Property) subject to the person exercising the right indemnifying the owner and occupiers of the Property from time to time against death or injury to persons and damage to property which may result from that oversailing.
- (e) Where necessary to repair rebuild clean repair or maintain the same and/or for the purposes of complying with any Legal Obligation the right temporarily to close part of the Estate Common Parts where it is necessary provided that the Transferor shall in such circumstances ensure that adequate vehicular and pedestrian access and all services to the Property shall be maintained at all times.
- (f) The right to use the Estate Common Parts as the Transferor reasonably considers necessary and/or to permit third parties to use such areas for such purposes as the Transferor may reasonably decide in the interests of good management

Provided that at all times the Transferor and those authorised by the Transferor shall have access to and egress from the Waterways Operational and Recreational Areas from and to any publicly maintained highway across the Estate Common Parts

### **13.5 Indemnity covenant**

The Transferee covenants with the Transferor by way of indemnity only to comply with the obligations contained or referred to in the Property Proprietorship and Charges registers of the titles above referred to so far as they relate to the Property and to indemnify the Transferor against any failure to do so.

### **13.6 Positive covenants**

The Transferee covenants with the Transferor to pay to the Transferor within 14 days of written demand a fair proportion of all costs reasonably incurred by or on behalf of the Transferor in the maintenance repair renewal inspection lighting provision of security and management of the Estate Common Parts

### **13.7 Deed of Covenant**

- (a) The Transferee shall not transfer the freehold interest in the Property in the whole or any part without a deed of covenant from the transferee in favour of British Waterways Board and its successors in title that the transferee will comply with the obligations contained in this Transfer at clauses 13.6 and clause 13.7 in so far as they relate to the land transferred
- (b) The parties agree to apply to the Chief Land Registrar to enter a restriction in the following form. No disposition of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by his conveyancer that the provisions of clauses 13.6 and 13.7 of a Transfer dated 22/2/2007 and made between British Waterways Board (1) and CTP St James Limited (2) have been complied with
- (c) On any transfer of the freehold interest in the Property or any part of it and subject to delivery of the duly executed Deed of Covenant in accordance with the provisions of clause 13.7(a) CTP ST James Limited shall be released from liability for any future breach of this Transfer in respect of the land then transferred

29 January  
NN

**13.8 Waterways Operational and Recreational Areas**

The Transferee covenants on behalf of itself, its successors in title and assigns and those deriving title under or through it with the Transferor for the benefit of the Waterways Operational and Recreational Areas not to obstruct or interfere with:

(a) the access to and egress from the Waterway Operational and Recreational Areas from and to any publicly maintained highway by the Transferor and those authorised by the Transferor across the Estate Common Parts; and

(b) the use and enjoyment of the Waterways Operational and Recreational Areas by the Transferor and those authorised by the Transferor.

**13.9 Contracts (Rights of Third Parties) Act 1999**

Unless the right of enforcement is expressly provided, no third party has the right to enforce any terms of this transfer, under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any rights which are available apart from that Act.

**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 (eg for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).

The Application of the Common Seal of  
**British Waterways Board** to this Deed (which is  
not delivered until the date hereof) is authenticated by )

.....  
Authorised Signatory



.....  
Authorised Signatory

Executed as its deed (but not delivered until the date  
of this Transfer) by **CTP St James Limited** acting by  
two directors or by a director and its secretary )

.....  
Director

.....  
Director/Secretary

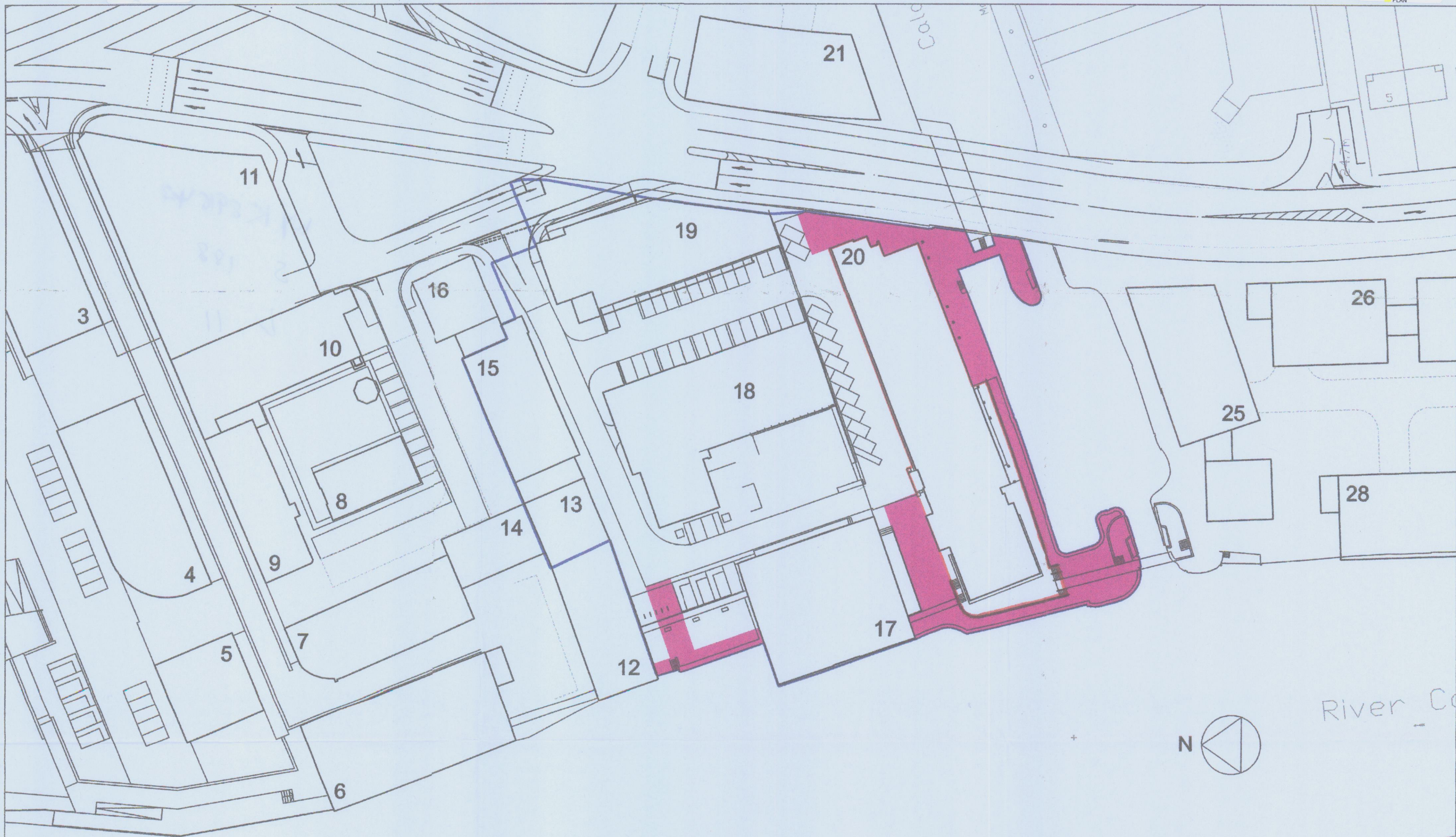




L11



PLAN



Do NOT scale this drawing  
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Rev	Date	Drawn	Checked
23.01.07	FIRST ISSUE	VTC	RW
A 25.01.07	INCLUSION OF PHASE 1 LINE AND HEBBLE WHARF BOUNDARY	VTC	RW
B 25.01.07	INCLUSION OF STRIP NEXT TO RIVER BETWEEN CHNW AND PHOENIX	VTC	RW
C 28.01.07	ACCESS STRIP NEXT TO RIVER MOVED NORTH	VTC	RW
D 28.01.07	ACCESS ROAD PINK REMOVED, B18,B19 PINK REMOVED, B20 NORTH PINK REMOVED	VTC	RW
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Drawing Status			
LEGAL			
Job Title			
Wharfedale Waterfront			
Drawing Title			
BRITISH WATERWAYS OPERATIONAL + RECREATIONAL LAND			
Date	Scale	Drawn	Checked
23.01.07	1:500 @ A2	VTC	RW

Job No.	Drawing No.	Rev
1758	AL LEG (9) 47	D
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*FaulknerBrowns Architects		
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