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.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

1	Title number(s) out of which the property is transferred: **HP830745**
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: **HP791923 HP798819 HP805325 HP828406 HP667125 HP668344 HP822409 HP830745 HP757225 HP832184**
3	Property: **Electricity Sub-Station at Daedalus Technology Park off Daedalus Drive Lee-On-The-Solent** The property is identified ☒ on the attached Plan 1 and shown: **edged red** ☐ on the title plan(s) of the above titles and shown:
4	Date: 5 June 2019 .
5	Transferor: **TIDEBANK UK LIMITED** For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: **07024441** For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: **FULCRUM ELECTRICITY ASSETS LIMITED** For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: **08019627** For overseas companies (a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

7 Transferee's intended address(es) for service for entry in the register:

2 Europa View Sheffield Business Park Sheffield S9 1XH

8 The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures): **One Pound (£1.00)**

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

☐ Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

11 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

Complete as necessary.

☐ they are to hold the property on trust:

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12 Additional provisions

Definitions

12.1 In this Transfer the following words and expressions shall have the following meanings:-

Access Area	means the land coloured brown on Plan 1 and Plan 2 and Plan 3 and all roads drives and ways forming part of the Retained Land which provide access to the Property and the Easement Strip (as herein defined)
Agency	means Homes and Communities Agency (trading as Homes England) of Arpley House 110 Birchwood Boulevard Birchwood Warrington WA3 7QH
Agency's Land	means that part of the Access Area and Pink Land comprised in the Title Numbers HP667125 and HP668344

	and HP757225
BCA	any bilateral connection agreement between the Transferee and the DNO that relates to the Property or the Electric Lines laid within the Retained Land and the Agency's Land
Cables	means underground electric lines and Cables within the meaning of section 64(1) of the Electricity Act 1989 as amended from time to time and telephone signaling and fibre optic cables inspection covers manholes joint boxes and all other necessary ducts pipes and apparatus appurtenant thereto installed or to be installed along and within the Easement Strip
DCUSA	the Distribution Connection and Use of System Agreement dated 5 October 2006 30 September 2013 and 31 July 2015 and any other agreement contained or referred to or construed as included within that agreement and any replacement or supplemental agreement that licensed distribution network operators are required by their licences to be party to
DNO	means the distribution network operator Southern Electric Power Distribution plc (company registration number 04094290) whose registered office is at No.1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH
Easement Strip	means that part of the Retained Land and the Agency's Land respectively having a width of:- (a) approximately 3 metres centred upon the Cables laid within:- (i) the Pink Land; and (ii) that part of the Access Area shown brown cross hatched black on Plan 1; and (b) approximately 2 metres centred upon the Cables laid within:- (i) the Green Land; and (ii) that part of the Access Area shown brown cross hatched black on Plan 1.
Electrical Plant	has the same meaning as is given to that term by Section 64(1) of the Electricity Act 1989 as amended from time to time
Estate Roads	means until adoption as a public highway any roads carriageways

	verges pavements service strips service areas or footpaths now constructed on the Retained Land and Access Area linking the Retained Land and Access Area with the public highway including any of the above which may be constructed from time to time
Green Land	the land shown coloured green on Plan 1 and brown cross-hatched black on Plan 1 through which the DNO has laid or will lay Cables
Pink Land	the land shown coloured pink on Plan 1 and brown cross-hatched black on Plan 1 through which the Transferee has laid or will lay Cables
Plan 1	the plan marked 'No. 10507.01 B' annexed to this Transfer.
Plan 2	the plan marked 'No. 10507.02 A' annexed to this Transfer.
Plan 3	The plan marked 'No. 10507.03' annexed to this Transfer.
Reservations	the benefit of any exceptions and reservations in favour of the Transferor or statutory undertakers contained in any assurance of any adjoining land formerly belonging to the Transferor to lay and maintain Cables
Retained Land	means that part of the land (excluding the Property) comprised in the Title Numbers referred to in Panel 1 and Panel 2 (but for the avoidance of doubt excluding the Agency's Land)
Rights	the rights detailed at paragraph 12.2 granted for the benefit of the Property and the Transferee's and the DNO's respective Undertakings
Substation	means the enclosure and building (if applicable) which shall belong to the Transferee within on or over which the Transferee's plant, machinery and apparatus is or will be situated and which includes the DNO's close coupled equipment / switchgear and Electrical Plant within the area shaded yellow on Plan 1
Undertaking	means an electricity distribution business licensed under section 6(1)(c) of the Electricity Act 1989 as amended by section 30 of the Utilities Act 2000 carried on by the DNO and the Transferee

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.2 **Rights granted for the benefit of the Property and the Transferee's Undertaking and the DNO's Undertaking**

12.2.1 The Transferor and the Agency (insofar as the Agency's Land is affected) grant to the Transferee full right and liberty

for the Transferee and its respective employees, contractors, workmen and others authorised by them in common with the Transferor and the Agency and others having the same rights:-

12.2.1.1 to pass and re-pass to and from the Property and all parts of the Easement Strip and the public highway with or without vehicles plant and equipment at all reasonable times (and at any time in cases of emergency) over and along Estate Roads and the Access Area (until such time as they may be adopted as a public highway) and to temporarily park motor vehicles thereon for all proper purposes connected with the Property the construction inspection maintenance repair and removal of the Substation erected on or intended to be erected on the Property, the Easement Strip or the exercise of the Rights save that the Transferee agrees that when exercising such right to park temporarily (except in emergency) it shall not obstruct the Transferor, the Agency or the occupiers of any part of the Retained Land or Agency's Land or any other lawful user of the Retained Land or Agency's Land from accessing all parts of the Retained Land or Agency's Land;

12.2.1.2 to lay construct use inspect maintain protect repair relay replace renew supplement connect into operate remove or render unusable the Cables installed or to be installed in under and along the Pink Land and in and under the Estate Roads and to break up the surface of and excavate so much of unbuilt parts of the Retained Land and Agency Land as is reasonably necessary from time to time for the purpose of exercising the Rights the person exercising the Rights causing as little damage as reasonably possible and making good to (a) the reasonable satisfaction of the Transferor in respect of the Retained Land and (b) the satisfaction of the Agency in respect of the Agency's Land at the sole cost of the person exercising such right any damage or disturbance caused to the Retained Land and/or Agency Land

12.2.1.3 from time to time and at all reasonable hours (and at all times in the case of emergency) for the owners of the Property and those authorised by them to enter and remain upon so much as necessary of the Retained Land and the Agency's Land on reasonable notice (save in the case of emergency) with or without workmen plant and equipment erect and inspect, maintain repair renew rebuild and supplement the Substation intended to be erected upon the Property and in a reasonable and workmanlike manner to fell lop or cut any tree shrub or roots which now or hereafter might interfere with the exercise of the Rights or the working of the Cables

12.2.1.4 to drain surface water from the Property on to the Retained Land into any existing drainage system therein

12.2.1.5 full right of shelter protection and vertical and lateral support for the benefit of the Property and the Cables from the Retained Land and the Agency's Land

12.2.2 Other Rights

(a) to use or permit the Cables to transmit and distribute any matter or thing the transmission of which is for the time being not prohibited by law to and from the Property from or to such place or places as the Transferee may require

(b) to operate ventilation equipment within the Property

(c) from time to time to modify or reposition the whole or any part of the Cables provided that the Transferor's (and where appropriate the Agency's) prior written consent will be obtained where the Cables that require modification or repositioning are not within the Pink Land

(d) the right for the doors of the Substation to overhang the Retained Land

(e) the benefit of any Reservations

The Rights are subject to those entering the Retained Land and the Agency's Land causing as little damage as reasonably possible and making good forthwith at his or their own expense all damage caused to the Retained Land and the Agency's Land as soon as reasonably practicable and to the satisfaction of the Transferor and the Agency as applicable

12.2.3 **DNO's Rights over the Retained Land and the Agency's Land** – The Transferor and the Agency (insofar as the Agency's Land is affected) grant to the DNO full right and liberty for the DNO and its respective employees contractors workmen and others authorised by it for the purpose of distributing electricity to and from the Property the Retained Land and the Agency's Land and exercising the Rights hereinafter granted:-

12.2.3.1 to pass and repass at all times with or without vehicles machinery plant and apparatus over and along the Estate Roads, the Access Area and the Green Land and such other parts of the Retained Land and the Agency's Land as is necessary for the DNO to gain adequate access to the Property

12.2.3.2 on giving the Transferor not less than 5 days' prior written notice (save in the case of an emergency) to enter upon such parts of the Retained Land and the Agency's Land as is necessary for the DNO to install erect lay and use and thereafter from time to time alter add inspect maintain repair relay renew supplement and remove Cables within the Green Land

12.2.3.3 to temporarily park vehicles on the Access Area and the Estate Roads (but not so as to obstruct the same or cause any unnecessary congestion or inconvenience to other users thereof) at all times for the purposes of exercising the rights

12.2.3.4 and for any of the purposes aforesaid in clauses 12.2.3.1 – 12.2.3.3 (inclusive) to enter upon the Easement Strip and to break up excavate so much thereof from time to time as may be necessary and to remove and dispose of any surplus earth provide that in doing so the DNO shall cause as little damage as reasonably possible to such piece of land and shall so far as practicable make good and restore the surface thereof in accordance with its statutory obligations

Such rights and liberties to be held by the DNO in fee simple as appurtenant to the DNO's Undertaking and PROVIDED ALWAYS THAT the Rights granted to the DNO are subject to the person exercising such Rights causing as little damage as reasonably possible to the Retained Land and the Agency's Land and making good forthwith at his or their expense to the reasonable satisfaction of the Transferor any damage caused as soon as reasonably practicable and to the satisfaction of the Transferor and the Agency as applicable

12.2.4 **DNO's Rights over the Property** – without prejudice to the BCA or the terms of the DCUSA or any other statutory obligations of the Transferee and the DNO, the Transferee grants to the DNO the right to enter the Property from time to time whenever necessary to:

(a) install erect affix use and thereafter alter add inspect maintain repair renew supplement and remove such equipment / switchgear and Electrical Plant as the DNO may require

(b) read any meters which are situated on the Property

The Transferee having provided the DNO with a dual locking arrangement to the Property if required

Such rights and liberties to be held by the DNO in fee simple as appurtenant to the DNO's Undertaking

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

12.3 **Rights reserved for the benefit of other land**

None

Include words of covenant.

12.4 **Restrictive covenants by the Transferee**

and the Agency RP

The Transferee covenants with the Transferor for itself and its successors in title with intent to bind the Property and every part thereof into whosoever hands the same may come and for the benefit and protection of the Retained Land and the Agency's Land not to use the Property other than as an electricity substation

Include words of covenant.

12.5 **Restrictive covenants by the Transferor and the Agency (as the case may be in respect of the Agency's Land)**

12.5.1 The Transferor and the Agency (as the case may be) covenant with the Transferee and separately the DNO for itself and its successors in title with intent to bind the Retained Land and the Agency's Land (as the case may be) and every part thereof into whosoever hands the same may come and for the benefit and protection of the Property the Easement Strip and the Transferee and the DNO's Undertaking as follows:-

12.5.1.1 not at anytime to do permit or suffer to be done anything whereby the cover of soil over or the support of the Cables laid or retained by the Transferee or the DNO shall be altered or otherwise interfered with

12.5.1.2 not to cause permit or suffer to be done on the Retained Land and the Agency's Land (as the case maybe) anything that may be or may be likely to endanger or cause damage to the Property or the Cables and to take all reasonable precautions to prevent any such damage

12.5.1.3 not without the prior written consent of the Transferee and the DNO to make permit or suffer or carry out any development upon any part of the Retained Land and the Agency's Land (as the case may be) so as to interfere with or obstruct the access to the Cables or render access thereto more difficult or expensive PROVIDED THAT the laying and/or re-laying of appropriate surfaces on any part of the Access Area or the Easement Strip which forms part of an Estate Road after the initial laying of any Cables pursuant to the Rights shall not be in breach of this covenant.

12.5.1.4 not to cause permit or suffer the erection or installation of any building structure wall fence apparatus or plant any tree or shrub in through upon or over or within the Easement Strip or within 2 metres of the Property provided that nothing in this paragraph shall prevent the Transferor or the Agency with the prior consent and under the supervision of the Transferee and the DNO from installing pipes wires drains or cables or constructing roads footpaths or car parks or carrying on normal agricultural operations or ditching including fencing hedging of an easily removable nature. If the Transferee and/or the DNO reasonably require a representative to supervise any such works they shall procure that a representative is available within twenty working days of notification of the works.

12.5.1.5 not to adversely affect the free flow and passage of electricity or means of communication along or through the Cables

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

12.6 **Positive Covenants by the Transferor**

12.6.1 The Transferor covenants with the Transferee and separately the DNO to carry out all the obligations imposed on the Transferor by virtue of any agreement entered into with the local planning and highway authorities whether under section 106 of the Town and Country Planning Act 1990 or otherwise as a condition of or in consequence of the grant of any planning permission affecting the Retained Land and the Agency's Land in so far as these obligations affect the Property and the rights granted to the Transferee and the DNO in this Transfer and to indemnify the Transferee and separately the DNO in respect of any breach or non-performance of them and against all charges and expenses in respect of their having to comply with or carry out such obligations

12.6.2 The Transferor covenants to indemnify the Transferee and separately by the DNO against all actions, proceedings, costs, claims, losses, damages, expenses incurred threatened or caused by any contamination or pollution (as defined in the Environment Protection Act 1990) created before or existing on the date hereof on and affecting the Property and/or route of any Cables Lines installed pursuant to the Rights and the cost of all remedial action carried out at the Property in the future in respect of such past contamination or pollution and professional fees and expenses in connection with all such matters

12.7 **Agreements and Declarations** – the Transferor, the Agency and the Transferee agree and declare that:-

12.7.1 Without prejudice to the terms of the BCA all Cables and Electrical Plant installed by the Transferee and the DNO both within the Property the Retained Land and the Agency's Land pursuant to the Rights or otherwise shall remain the property of the Transferee and the DNO respectively

12.7.2 The Agency has received from the Transferee for the Rights the following sum (in words and figures): £1.00 (one pound).

12.7.3 For the consideration set out in panel 9 the Transferor with the title guarantee specified in panel 10 grants the Rights so far as they fall within the Retained Land to hold the same unto the Transferee and the DNO

12.7.4 For the consideration set out in clause 12.7.2 the Agency with the title guarantee specified in clause 12.7.5 grant the Rights so far as they fall within the Agency's Land to hold the Transferee and the DNO absolutely

12.7.5 The Agency grants the Rights with limited title guarantee.

12.7.6 Section 62 Law of Property Act 1925 and the rule in *'Wheeldon v Burrows'* do not apply to this transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property or granted over the Property for the benefit of the Retained Land and the Agency's Land by this transfer except for those expressly granted or reserved by this transfer

12.7.7 Save as specified in clause 12.7.8 the parties do not intend that any of the terms of this transfer will be enforceable by virtue of The Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

12.7.8 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is the intention of the parties that the DNO and anyone carrying on all or any part of its Undertaking in succession to it shall be entitled to the benefit of and to enforce the provisions of this Transfer

12.7.9 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa.

12.7.10 Where any party comprises more than one person the obligations and liabilities of that party hereunder shall be the joint and several obligations and liabilities of those persons.

12.7.11 The expressions "the Transferor" "the Agency" and "the Transferee" wherever the context so admits shall include their respective successors in title.

Applications to the Land Registry

12.7.12 The Transferor, the Agency and the Transferee hereby apply to Land Registry to enter the benefit and the burden of the Rights set out in paragraphs 12.2 and 12.3 on the Registers of the Titles of the Property and of the Retained Land and of the Agency's Land.

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.

13 Execution

EXECUTED as a DEED by)
TIDEBANK UK LIMITED)
acting by a Director:-)



Director

In the presence of:-

Witness Signature:



Full Name: Alice Laycock

Address: 13 Racton Road
Emsworth
PO10 7SY

Occupation: P.A

The COMMON SEAL of
HOMES AND COMMUNITIES AGENCY
was hereunto affixed in the presence of:-

Authorised signatory

EXECUTED as a DEED by)
FULCRUM ELECTRICITY ASSETS LIMITED)
acting by a Director:-)

Director

In the presence of:-

Witness Signature:

Full Name:

Address:

Occupation:

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.

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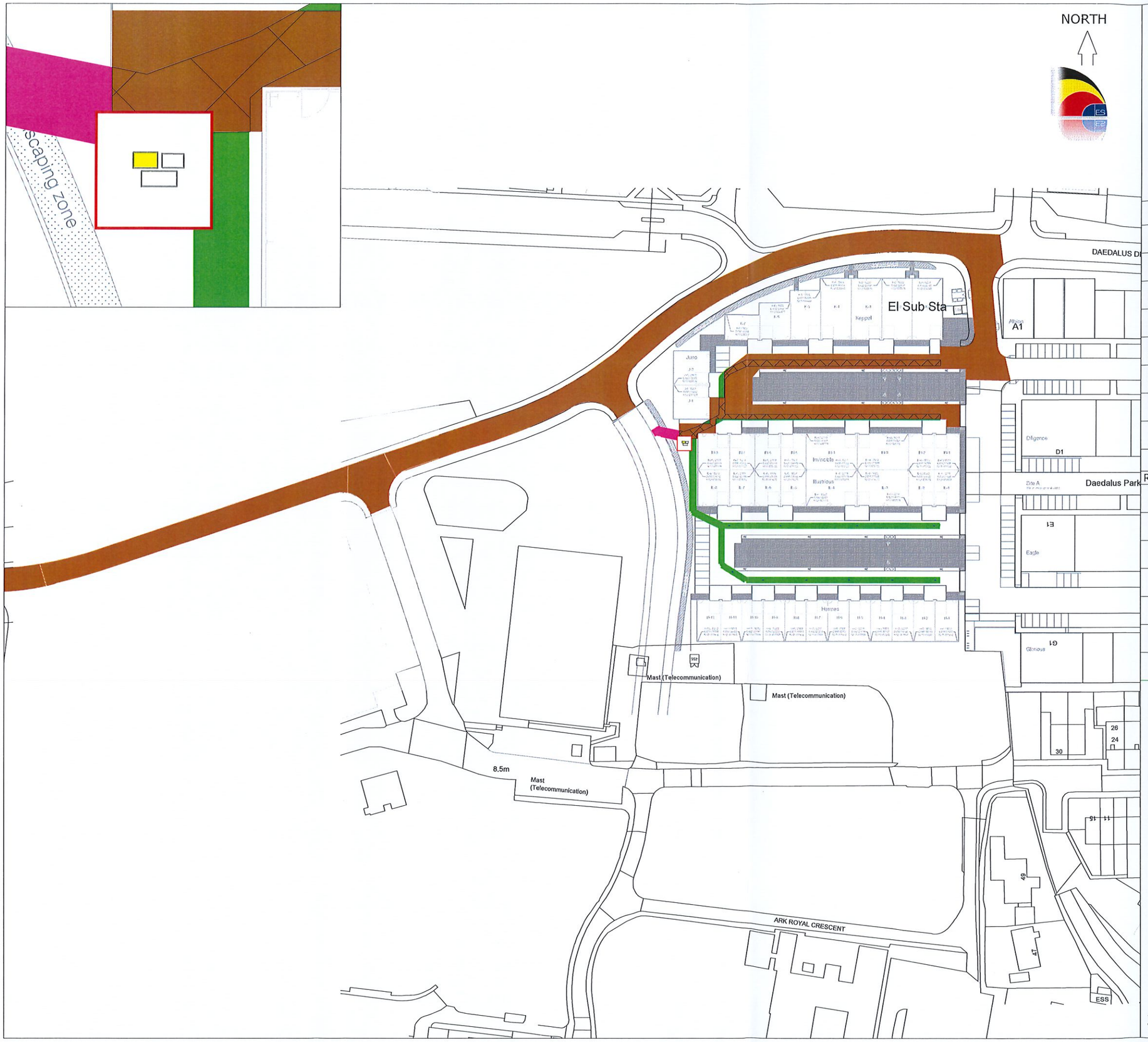

Plan Prepared By

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SSE/Fulcrum Transfer Plan Key	
Site Acquired	
SSE Equipment	
SSE HV Cable Easement	
SSE & IDNO Access Rights	
SSE HV Cable Easement & IDNO LV Cable Easement	
IDNO LV Cable Easement	

Rev	Description	Date	By
A	Easement route amended.	28.02.19	CD/SV
B	Access route amended.	10.05.19	CD/SV

Title: Deadalus Technology Park
Lee-on-Solent, Gosport
Hampshire, PO13 9FX

Date: 22.02.19

Scale: 1:1250@A3 / 1:200@A3

Drg No: **10507.01 B**

OS Ref: SU 56274 01629 Drawn by: CD

Adopter Ref: 9110328 Approved by: SV

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SSE/Fulcrum Transfer Plan Key	
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SSE HV Cable Easement & IDNO LV Cable Easement	
IDNO LV Cable Easement	

Rev	Description	Date	By
A	Access route amended.	10.05.19	CD/SV

Title: Deadalus Technology Park
Lee-on-Solent, Gosport
Hampshire, PO13 9FX

Date: 22.02.19

Scale: 1:1250@A3 / 1:200@A3

Drg No: **10507.02 A**

OS Ref: SU 56274 01629 Drawn by: CD

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SSE/Fulcrum Transfer Plan Key	
Site Acquired	
SSE Equipment	
SSE HV Cable Easement	
SSE & IDNO Access Rights	
SSE HV Cable Easement & IDNO LV Cable Easement	
IDNO LV Cable Easement	

Rev	Description	Date	By

Title: Deadalus Technology Park
Lee-on-Solent, Gosport
Hampshire, PO13 9FX

Date: 10.05.19

Scale: 1:1250@A3 / 1:200@A3

Drg No: 10507.03

OS Ref: SU 56274 01629 Drawn by: CD

Adopter Ref: 9110328 Approved by: SV

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