

MR01

Particulars of a charge



Companies House



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A fee is be payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR01



RCS 04/05/2018 #52
COMPANIES HOUSE
R757PKBE
A06 11/05/2018 #11
COMPANIES HOUSE
A75RF1W0

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

1 Company details

Company number 1 0 4 0 9 8 4 5

Company name in full Channex Limited

2 For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 3 m 0 m 4 y 2 y 0 y 1 y 8

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Ravensbourne Gateway Limited (company number 07138513)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

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4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p> <p>Estate rentcharges granted by Channex Limited in favour of Ravensbourne Gateway Limited relating to Land on the West Side of Park Farm Folkestone registered at Land Registry under title numbers K965344 and K159477 and more particularly described in a Transfer of Part dated 13 April 2018.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X Kingsley Napley LLP (solicitors to the chargee) X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Anthony Macpherson

Company name Kingsley Napley LLP

Address Knights Quarter, 14 St John's Lane,

Post town London

County/Region

Postcode E C 1 M 4 A J

Country United Kingdom

DX DX 22 Chancery Lane

Telephone 020 7814 1200



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10409845

Charge code: 1040 9845 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th April 2018 and created by CHANNEX LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2018.

dy

Given at Companies House, Cardiff on 18th May 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

HM Land Registry

Transfer of part of registered title(s)

We hereby certify this to be a true copy of the original

KINGSLEY NAPLEY LLP
Knights Quarter, 14 St Johns Lane
EC1M 4AJ

TP1

*Kingsley
Napley
3/5/18*

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: K965344 and K159477
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: K981673
3	<p>Property:</p> <p>Land at the west of Park Farm Road Folkestone</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red and abuts the following titles on the southern boundary TT24379, K745125, K153381, TT55937 and K165408</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date: 13 th April 2018
5	<p>Transferor:</p> <p>Ravensbourne Gateway Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 07138513</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee for entry in the register:</p> <p>Channex Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10409845</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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.

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.

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

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

7	Transferee's intended address(es) for service for entry in the register: Palmerston House, 814 Brighton Road, Purley, Surrey, CR8 2BR
8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Two Million Pounds (£ 2,000,000) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited 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 <input type="checkbox"/> they are to hold the property on trust:
12	12.1. Definitions In this Deed unless the context otherwise requires the following expressions have the meanings specified. 12.1.1. Annual Expenditure: means all costs, expenses and outgoings reasonably and properly incurred by the Transferor in or incidental to providing all or any of the Services and all sums incurred by the Transferor in relation to the items set out in Schedule

omitted.

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

- 3 and such provision for anticipated expenditure in respect of the Services or the items set out in Schedule 3 as it is reasonable for the Transferor to make SAVE THAT in all cases there shall be excluded any VAT charged to the Transferor on any such costs, expenses, outgoings and sums to the extent that the Transferor shall be entitled to credit, set-off or recovery in respect of such input tax
- 12.1.2. **Competent Authority** : means any local authority (including the local planning authority), highway authority, government department or other body exercising powers under statute or by royal charter or any utility service or supply company body or entity.
- 12.1.3. **Estate Rentcharge**: means the rentcharges reserved by clause 12.9.1
- 12.1.4. **Estate Road**: means the carriageway with pavements on both side shown hatched brown on the Plan.
- 12.1.5. **Interest**: means interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the yearly rate of 4% above the base rate published by Barclays Bank Plc from time to time or if such rate shall not be published at any time such other comparable rate of interest as the Transferor may then in writing specify having regard to interest rates current at such time.
- 12.1.6. **Insured Risks**: property owners and third party liabilities.
- 12.1.7. **Plan**: means the plan annexed to this Transfer.
- 12.1.8. **Restrictive Covenants** means the restrictive covenants imposed by a transfer dated 2 July 1962 made between (1) The Silver Spring Mineral Water Company Limited and (2) Brobar Limited.
- 12.1.9. **Retained Land**: means the land within title numbers K965344 and K159477 but excluding the Property.
- 12.1.10. **Services**: means the services set out in Schedule 2
- 12.1.11. **Service Charge**: means the Service Charge Proportion of the Annual Expenditure.
- 12.1.12. **Service Charge Period**: means the period of 12 months ending on 31st December in any year or such other period as the Transferor may at its discretion from time to time determine and notify in writing to the Transferee.
- 12.1.13. **Service Charge Proportion**: a fair proportion determined by the Transferor's Surveyor
- 12.1.14. **Service Media**: means the existing and future pipes, wires, cables, fibres, ducts, flues, conduits, drains, sewers, ditches, watercourses and other service media designed for the passage of water, soil, gas, electricity, telephone, data, communications and other services (as the case may be) and all related apparatus.
- 12.1.15. **Transferor's Surveyor**: means any person or firm appointed or employed by or acting for the Transferor for any for any purpose relating to the management of the Retail Park.
- 12.1.16. **VAT**: means an amount equal to the value added tax as charged in accordance with Value Added Tax Act 1994 or any equivalent or substituted tax.
- 12.1.17. **VAT Invoice**: means an invoice complying with the

provisions of Regulations 13 and 19 of the Value Added Tax Act Regulations 1995.

12.1.18 **Working Day:** means any day other than Saturday, Sunday and any bank or public holiday.

12.2. Interpretation

12.2.1. The expressions *Transferor* and *Transferee* includes their respective successors in title.

12.2.2. Unless the context otherwise requires references in this Transfer to clauses, schedules and paragraphs are to clauses, schedules and paragraphs in this Transfer and reference to a clause or paragraph includes a subclause or sub-paragraph respectively.

12.2.3. The headings to clauses and other parts of this Transfer are for reference only and do not affect its construction.

12.2.4. Any covenant to do any act or thing includes an obligation to procure that it be done and any covenant not to do any act or thing includes a covenant not to allow such act or thing to be done by a third party.

12.2.5. Where the Transferor or the Transferee for the time being are 2 or more individuals the terms the Transferor and the Transferee include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally.

12.2.6. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

12.2.7. A reference to a person includes an individual, a corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land.

12.2.8. References to any right exercisable by the Transferor or any right exercisable by the Transferee in common with the Transferor includes (where appropriate) the exercise of such right by and in common with all persons authorised by the Transferor and all other persons having a like right.

12.2.9. Any reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation.

12.2.10. *In Schedule 2 maintaining* includes inspecting, cleansing, decorating, repairing, renewing, amending, altering, rebuilding, replacing and resurfacing and in each such case at such times and to such standard as the Transferor reasonably considers appropriate.

12.2.11. Reference to any right of access or entry onto land for the purpose of carrying out works includes (where appropriate) access or entry by agents, employees and contractors with all necessary tools, plant, equipment and materials.

12.3. Rights granted for the benefit of the Property in common with all other persons having a similar right

12.3.1. The right to pass and repass at all times and for all

5

purposes connected with the use of the Property (but not otherwise):

- 12.3.1.1. with or without vehicles over the carriageway of the Estate Road;
- 12.3.1.2. on foot only over the pavements of the Estate Road that give access to the Property.
- 12.3.2. The right to the free passage and running (subject to temporary interruption for repair, alteration or replacement) of water, soil, gas, electricity, telephone, data and communications and other services to and from the Property in and through the Service Media now or in the future are laid in, through, upon, over or under the Estate Road.
- 12.3.3. The right at all convenient times and upon not less than 2 weeks' written notice to enter upon the Estate Road in order to install new Service Media or connect into Service Media under (but not on or over) the Estate Road, the route and point of connection being first approved in writing by the Transferor or the freehold owner for the time being of the land under which the connection is to be made (such approval not to be unreasonably withheld or delayed) subject to obtaining all requisite consents, approvals and licences of any Competent Authority.
- 12.3.4. The right (to the extent only that the same cannot reasonably be achieved from the Property) at all convenient times and upon 48 hours' previous written notice (except in case of emergency) to enter the Retained Land to view the state and condition of and execute works of cleaning, maintenance, repair and renewal to the Property and any Service Media serving the same.

12.4. Rights reserved for the benefit of the Neighbouring Property

- 12.4.1. The right to erect or execute or to consent hereafter to any person erecting or executing any new building or works upon or to alter or rebuild the Retained Land and to use or deal with the same in such manner as the Transferor thinks fit notwithstanding that the access of light and air to the Property may thereby be obstructed or diminished.
- 12.4.2. The right (to the extent only that the same cannot reasonably be achieved from the Retained Land) at all convenient times and upon 48 hours' previous written notice (except in case of emergency) to enter the Property to view the state and condition of and execute works of cleaning, maintenance, repair and renewal to and development and redevelopment of the Retained Land and any Service Media serving the same.

12.5. Restrictive Covenants by the Transferee

The Transferee, so as to bind the Property and each and every part of it and to benefit the Estate Road and each and every part of it, covenants with the Transferor and with every person who is the registered proprietor from time to time of any part of the Estate Road or of the Estate Rentcharge as follows (but not so as to render the Transferee personally liable for any breach of these covenants arising after the Transferee has parted with all

interest in the Property):

Service Media

- 12.5.1. Not to discharge into any of the Service Media and apparatus any oil, grease, or other deleterious material or substance which may be or become a source of danger or injury to the Service Media and apparatus;

Access

- 12.5.2. Not to park vehicles on or otherwise obstruct the Estate Road;

12.6. Positive Covenants by the Transferee

The Transferee, so as to benefit the Retained Land and each and every part of it, covenants with the Transferor and with every person who is the registered proprietor from time to time of any part of the Estate Road or of the Estate Rentcharge as follows:

- 12.6.1. if the Transferee or any person deriving title under it fails to remedy any breach of clauses 12.5 or 12.6 within 20 Working Days after receipt of a notice from the Transferor specifying the breach in question, the Transferor shall be entitled to enter on the Property to remedy such breach; and the costs incurred in so doing (including legal costs and surveyor's fees) together with Interest thereon from the date or dates upon which the same shall have been incurred until payment by the Transferee will be a debt due to the Transferor.
- 12.6.2. Any obligation under this transfer to reimburse or pay the costs, expenses or other outgoings of any other party (the **Payer**) shall include the VAT on such costs, expenses or outgoings to the extent that the Payer is not entitled to credit, set-off or recovery for such VAT.

12.7. Estate Rentcharge, Service Charge and management covenants by the Transferee

The Transferee covenants with the Transferor and with the person who is the registered proprietor from time to time of the Estate Rentcharge as follows:

- 12.7.1. to pay the Estate Rentcharge (plus VAT subject to the prior issue to the Transferee of a valid VAT Invoice) to the Transferor at the times and in the manner described in clause 12.9 and in Schedule 1;
- 12.7.2. if the Estate Rentcharge or any part of it or any other sums due to the Transferor under this Transfer remain unpaid for more than 10 Working Days after written demand therefor, to pay Interest thereon calculated from the date of demand until payment;

12.8. Positive Covenants by the Transferor

The Transferor, so as to benefit the Property and each and every part of it, covenants with the Transferee (but not so as to render the Transferor personally liable for any breach of these covenants arising after the Transferor has parted with all interest in the Estate Road and the Estate Rentcharge) subject to the Transferee paying the Estate Rentcharge, to provide or procure the provision of the Services provided that the Transferor shall not be liable to the Transferee in respect of any failure or interruption in any of the Services by reason of the breakdown or necessary maintenance, repair,

cleaning or replacement of any apparatus or shortage of materials, fuel or labour, or strikes or any other cause beyond the Transferor's control

12.9. Estate Rentcharge

12.9.1. There is reserved to the Transferor out of the Property:

12.9.1.1. a perpetual yearly estate rentcharge of £1 (plus VAT subject to the prior issue to the Transferee of a valid VAT Invoice) forever charged upon and issuing out of the Property, payable to the Transferor on 1 January in each year;

12.9.1.2. a yearly estate rentcharge being the Service Charge (plus VAT subject to the prior issue to the Transferee of a valid VAT Invoice) and forever charged upon and issuing out of the Property, payable to the Transferor in accordance with Schedule 1.

12.9.2. The parties declare that in respect to the Estate Rentcharge Section 121(3) of the Law of Property Act 1925 shall not apply

12.10. Agreements and declarations

12.10.1. Except as specified in clause 12.3, this Transfer does not grant or include the benefit of any easement or right of way, water, drainage, light, air or other easement or right over the Retained Land.

12.10.2. The rights of entry specified in clauses 12.3 and 12.4 are subject to the persons exercising the same:

12.10.2.1. giving 48 hours' written notice (except in case of emergency);

12.10.2.2. causing as little physical damage, disturbance and inconvenience as possible;

12.10.2.3. carrying out any works as expeditiously as possible;

12.10.2.4. keeping the Estate Road open to traffic at all times; and

12.10.2.5. making good to the reasonable satisfaction of any person thereby affected any physical damage caused.

12.10.3. The rights specified in clause 12.3.1 (the Estate Road etc) and in clause 12.3.2 (utility supply etc) are conditional upon payment by the party having the benefit of the right of a fair proportion according to use of the costs incurred in inspecting, cleaning, maintaining, repairing and renewing such of the facilities as are used in common.

12.10.4. The Transferor may from time to time modify the route or layout of the Estate Road on the Retained Land but not so as to render access to the Property materially less convenient.

12.10.5. The Transferor or owner for the time being of the Estate Road in, through, upon, over or under which there are from time to time any Service Media serving the Property, may modify or divert the route of such Service Media subject to a reasonable alternative route or routes being provided.

12.10.6. The Transferee shall cease to have any liability under clauses 12.6 and 12.7 for any matter arising after it has parted with all interest in the Property (but

- without prejudice to the Transferee's continuing liability for prior breaches).
- 12.10.7. The parties agree that the Restrictive Covenants no longer bind the land within title number K159477 as a result of unity of seisin and shall not be enforceable by the Transferee

Schedule 1

Calculation of Service Charge

1. The Transferee shall if demanded pay in advance and on account of the Service Charge by equal quarterly payments on each of the usual quarter days the amount which the Transferor or the Transferor's Surveyor may from time to time reasonably and fairly estimate as being the amount of the Service Charge for any Service Charge Period, the first such payment to be made on the date of this Deed being an apportioned sum in respect of the period from the date of this Deed (or if earlier the date on which the Transferee first occupied the Property) until the next quarter day.
2. The Transferor shall, as soon as convenient after the end of each Service Charge Period, prepare or cause to be prepared an accurate account:
 - 2.1. showing and summarising the Annual Expenditure and the Service Charge payable by the Transferee in respect of that Service Charge Period; and
 - 2.2. giving due credit for any payment made by the Transferee under paragraphs 1 and 4 of this schedule; and upon such account being certified by the Transferor's Surveyor (acting fairly, impartially and professionally) the same shall in the absence of manifest error be final and binding on the Transferee and thereafter any amount or balance shown in such account as being due from the Transferee shall be payable by the Transferee to the Transferor upon demand.
3. If the Service Charge for any Service Charge Period shall:
 - 3.1. exceed the payments in advance and on account of it under paragraphs 1 and 4 of this schedule, the excess shall be due to the Transferor on demand; or
 - 3.2. be less than such payments, the overpayment shall be credited to the Transferee against the next quarterly payment of the Service Charge.
4. If the Transferor at any time:
 - 4.1. reasonably incurs expenditure in providing any of the Services; or
 - 4.2. reasonably proposes to provide any of the Services; and if and to the extent that the proportion payable by the Transferee under this Deed of:
 - 4.3. such expenditure; or
 - 4.4. the Transferor's Surveyor's reasonable and fair estimate of the likely amount of such expenditure; is:
 - 4.5. not capable of being met out of the payments made by or due from the Transferee during the current Service Charge Period; or
 - 4.6. of an amount materially greater than has been allowed for in arriving at the estimated amount of the Service Charge referred to in paragraph 1 above;then, if so demanded at any time, the Transferee shall pay such proportion aforesaid to the Transferor on demand.
5. The Service Charge is deemed to accrue on a day-to-day basis in order to ascertain the yearly rates for it and for the

purpose of apportionment in respect of any periods of other than one year.

6. If the Transferor makes any change to a Service Charge Period, such adjustments and apportionments shall be made as are fair and reasonable for the purpose of computing the Service Charge.

Schedule 2 Services

(See clause 12.2.10 for the definition of maintaining.)

These include:

1. maintaining the Estate Road;
2. maintaining all Service Media comprised within the Estate Road;
3. providing and maintaining street furniture including seats, lamp-posts, lighting appliances, signs, notices and similar articles;
4. providing and maintaining security and surveillance equipment;
5. providing adequate lighting to the Estate Road;
6. insuring the Estate Road against the Insured Risks;
7. any other services relating to the Estate Road or any part of it provided by the Transferor from time to time during the Term and not expressly mentioned in this schedule.

Schedule 3 Additional Expenditure

This includes:

1. The proper fees (including VAT and disbursements) of:
 - 1.1. the Transferor's Surveyor or any other person or firm employed by the Transferor in connection with the management and administration of the Estate Road;
 - 1.2. any person or firm employed by the Transferor to perform the Transferor's obligations under this Deed.
2. The reasonable fees of the Transferor in performing any of the functions or obligations referred to in paragraph 1.
3. The cost of supplying water, electricity, gas or other fuel or telephones or other communication facilities for the provision of the Services.
4. The cost of and incidental to complying with the recommendations and requirements of the insurers of the Estate Road (insofar as those recommendations and requirements relate to the Estate Road);
5. The cost of and incidental to complying with or objecting to the requirements of any Act of Parliament or any government department or other Competent Authority or court of competent jurisdiction.
6. All existing and future taxes, rates, water rates, charges, duties, assessments, impositions and other outgoings payable by the Transferor in respect of the Estate Road.
7. The cost of employing such staff as the Transferor deems necessary for the proper performance of the Services and all other incidental expenditure relating to such employment including (without limitation):
 - 7.1. insurance, welfare and pension contribution;
 - 7.2. transport facilities and benefits in kind; and
 - 7.3. the provision of uniforms, working clothes, vehicles, tools, appliances and materials;
8. The cost of preparing accounts and certificates relating to the calculation of the Annual Expenditure and Service Charge referred to in Schedule 1.

9. The costs of maintaining a bank account and any interest or other charges properly incurred by the Transferor in providing funds to defray expenditure in advance of recovery of the Service Charge from the Transferee and the service charges payable by the other owners or occupiers of the Retained Land.
10. Any costs properly incurred by the Transferor in bringing or defending any action or proceedings in respect of the Estate Road (or any part of it);
11. The cost of appointing managing agents for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same;
12. The premiums payable by the Transferor for effecting such insurances as the Transferor deems appropriate including (without limitation) third party liabilities and employer's liabilities and the amount of any excess payable in the event of a claim.
13. Any other expenditure reasonably and properly incurred in relation to the Transferor's obligations under this Deed.

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.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Remember to date this deed in panel 4.

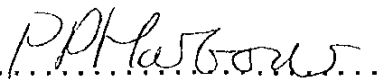
13 Execution

Executed as a Deed by)
Ravensbourne Gateway)
Limited acting by a)
Director in the presence of:)



Director

Signature of Witness



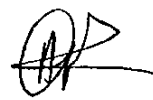
Name (in BLOCK CAPITALS)

PAUL HARBOUR

Address

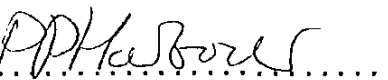
KINGSLEY NAPLEY LLP
Knights Quarter
14 St Johns Lane
EC1M 4AJ

Executed as a Deed by)
Channex Limited)
acting by a)
Director in the presence of:)



Director

Signature of Witness

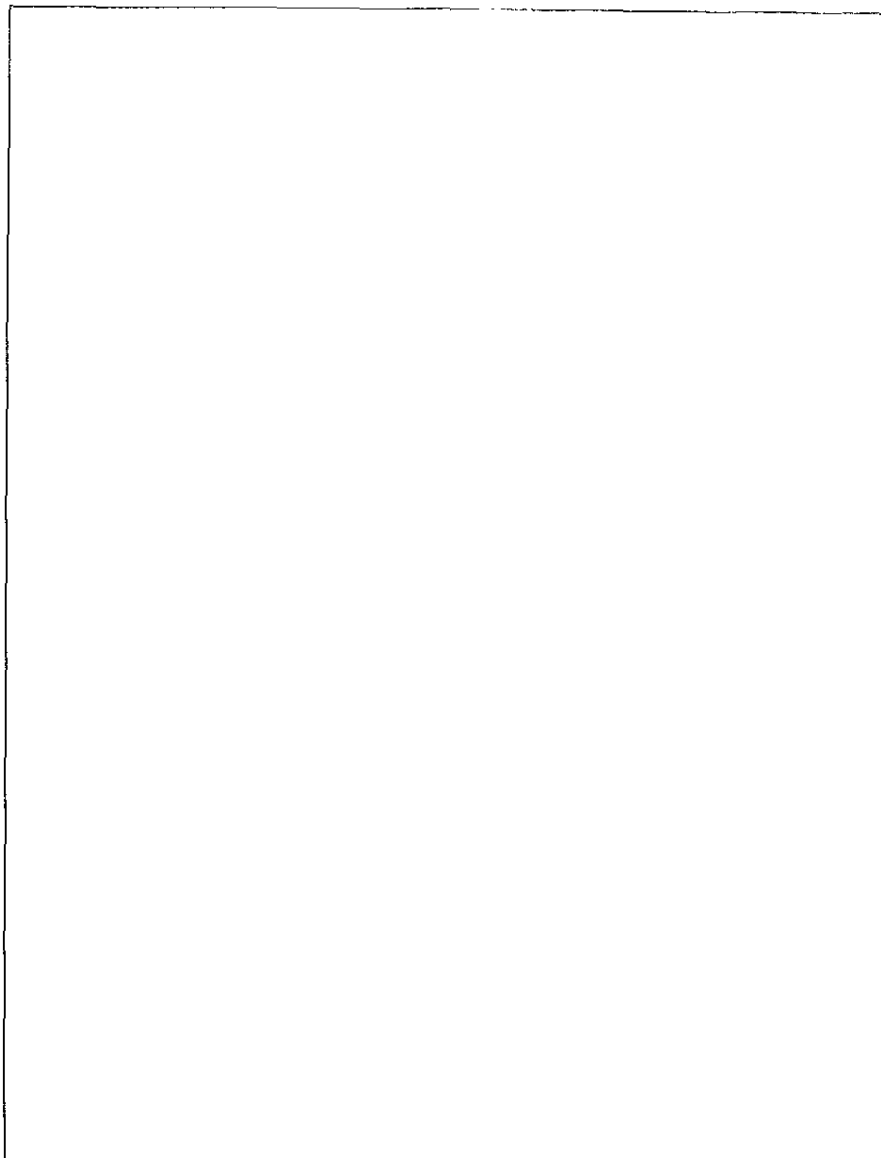


Name (in BLOCK CAPITALS)

PAUL HARBOUR

Address

KINGSLEY NAPLEY LLP
Knights Quarter
14 St Johns Lane
EC1M 4AJ



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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