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These are the notes referred to on the following official copy

Title Number CYM607050

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Land Registry Transfer of part of registered title(s)

TP1 (a)



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.

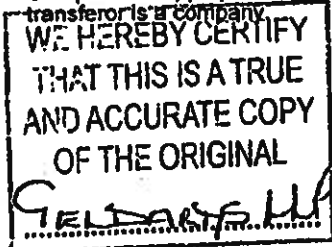
For example 'edged red'.

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.



Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with 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.

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.

1	Title number(s) out of which the property is transferred: CYM437617 ("the Title Number")
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Electricity Substation Site at School Road Troedryhiw Merthyr Tydfil CF48 4NG ("the Property") The property is identified ☒ on the attached plans and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date: 18 December 2013.
5	Transferor: Merthyr Tydfil County Borough Council <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 England and Wales including any prefix:
6	Transferee for entry in the register: Western Power Distribution (South Wales) plc <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2366985 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
7	Transferee's intended address(es) for service for entry in the register: Avonbank, Feeder Road, Bristol BS2 0TB

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.

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.

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):
£2500.00 (Two Thousand Five Hundred pounds only)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee

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
- ☐ they are to hold the property on trust:

12 Additional provisions

Definitions:-

- "Plans"** means the plans attached hereto.
- "Retained Land"** means the remaining land of the Transferor contained within the Title Number as at the date of this Transfer excluding the Property.
- "Rights"** means the rights set out in clause 12.2 of this Transfer.
- "Roads"** means until adoption by the appropriate body any roads carriageways footways verges pavements services strips service areas or footpaths now or at any time after the date of this Transfer constructed on the Retained Land linking the Property with the public highway and until constructed the intended site of such roads carriageways footways verges pavements services strips service areas or footpaths.
- "Substation"** means the enclosure and building (if applicable) constructed or to be constructed on the Property within on or over which the Transferee's electrical plant as defined by Section 64 of the Electricity Act 1989 are or will be situated.

"Undertaking"

means the undertaking of the Transferee within its area pursuant to the Transferee's distribution licence granted, or treated as granted, under Section 6(1)(c) of the Electricity Act 1989 (as amended, supplemented, novated or replaced from time to time), and each and every part of it.

12.1 In interpreting this Transfer:-

- 12.1.1 Words importing the masculine and feminine shall be construed as importing any other gender;
- 12.1.2 Words importing the singular shall be construed as importing the plural and vice versa;
- 12.1.3 Any reference to a colour is to one on the Plans;
- 12.1.4 Any covenant by the Transferor or the Transferee not to do an act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done;
- 12.1.5 Any reference to any legislative provision includes any subsisting re-enactment or amending provision;
- 12.1.6 The terms "Transferor" and "Transferee" shall include successors in title and where the Transferor comprises more than one party any obligations on the Transferor's part shall be joint and several;
- 12.1.7 Any reference to "the Property" includes the Substation constructed on the Property (if any).

12.2 Rights granted for the benefit of the Property

- 12.2 The transfer of the Property is made together with the benefit of the following rights in favour of the Transferee granted for the benefit of the Transferee and its Undertaking and which may be exercised by the Transferee and its employees agents contractors sub-contractors and licensees as are properly engaged in the Transferee's Undertaking.
- 12.2.1 A right of way at all times and for all purposes in connection with the Transferee's Undertaking with or without vehicles of any description over and along the Roads (if any).
- 12.2.2 A right to park vehicles on the Roads (if any) (but not so as to obstruct the same nor cause any unnecessary congestion or inconvenience to other users thereof) at all times in connection with the exercise of the Rights by the Transferee.
- 12.2.3 A right to enter and be upon so much of the Retained Land as is necessary for the purpose of erecting and thereafter for the purpose of inspecting maintaining and repairing renewing rebuilding and supplementing the Property.
- 12.2.4 A full right of subjacent and lateral shelter support and protection from the Retained Land and any buildings thereon to support uphold and maintain the Property and any of the Transferee's electrical plant and machinery on

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

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Include words of covenant.

the Property.

- 12.2.5 A right to the uninterrupted and unimpeded access of air to the Property over the Retained Land.

Rights reserved for the benefit of other land

None

12.3 Restrictive covenants by the Transferee

- 12.3 The Transferee covenants with the Transferor that it will observe and perform the following covenants for the benefit and protection of the Retained Land:

- 12.3.1 On every occasion that the Transferee enters onto the Retained Land in exercise of the Rights the Transferee will:

- (a) do so in accordance with any statute rule order instrument or regulation applicable thereto from time to time in force; and
- (b) where the Transferor has indicated its requirements by relevant and visible notices on the Retained Land comply with any reasonable health and safety or security regulations relating to the Retained Land provided that these do not in the reasonable opinion of the Transferee prejudice its Undertaking; and
- (c) exercise the Rights diligently; and
- (d) do as little damage as reasonably practicable in the exercise of the Rights and make good to the reasonable satisfaction of the Transferor as soon as reasonably possible any damage it causes to the Retained Land and if for any reason such damage cannot be made good or if the Transferee so chooses it may, in lieu of making good such damage, compensate the Transferor.

- 12.3.2 Save where due to an act default or omission of the Transferor the Transferee will keep the Transferor indemnified against all actions, claims, costs and expenses which may be made against or suffered by the Transferor by reason of any default or negligence on the part of the Transferee in exercising the Rights under this Transfer PROVIDED THAT the Transferor shall:

- (a) as soon as possible notify the Transferee in writing about any claims or potential claims or actions of which the Transferor becomes aware; and
- (b) permit the Transferee to have exclusive conduct of any matters arising under clause 12.3.2(a) above; and
- (c) take all necessary steps to mitigate its actual or potential loss arising out of or in connection with any matters arising under clause 12.3.2(a) above; and
- (d) not admit liability in respect of, nor settle or compromise any such action or claim without the

consent of the Transferee.

For the avoidance of doubt the Transferee may at its own expense defend any such action or claim in the name of the Transferor.

- 12.3.3 The Transferee will keep and maintain the boundaries of the Property shown marked by internal "T" marks on the Plan;

Include words of covenant.

12.4 Restrictive covenants by the Transferor

- 12.4 The Transferor covenants with the Transferee that it will observe and perform the following covenants for the benefit and protection of the Property so as to bind the Retained Land into whosoever hands the same may come but not so as to render the Transferor liable for any breach of this covenant occurring after it has parted with all interest in the Retained Land:

- 12.4.1 Not to do or permit anything to be done in or upon the Retained Land which will interfere with the exercise by the Transferee of the Rights or cause damage to the Property or affect the electrical performance of the Substation and in the event of such damage being caused to notify the Transferee immediately of such damage.

- 12.4.2 To keep the Transferee indemnified from and against all costs charges and expenses incurred or hereafter to be incurred in respect of the construction and adoption of the Roads (and any pipes drains mains channels gutters watercourses sewers wires cables laser optical fibres electronic data or impulse transmission communications or reception systems and all other conducting media thereunder).

- 12.4.3 Not to make any alterations or additions to the Retained Land that may interfere with the access of air to the Property.

- 12.4.4 Not to commence any action in nuisance in connection with the installation retention existence or proper operation of the Substation in accordance with the terms of this Transfer.

- 12.4.5 To keep the Transferee indemnified against all liabilities reasonably and properly incurred by the Transferee in respect of the Transferee having to carry out or comply with any obligations contained in any planning agreements including but not limited to an agreement pursuant to Section 106 of the Town and Country Planning Act 1990.

- 12.4.6 To comply promptly with and to indemnify the Transferee in respect of any breach or non performance of any notice regulation or order of any government department local public regulatory or other authority or court imposed on the Transferor affecting the Property and/or the Rights compliance with which is not the direct liability or responsibility of the Transferee.

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

12.5 Agreement and Declaration

The Transferor and the Transferee hereby declare and agree as follows:

- 12.5.1** A party which is not a party to this Transfer shall not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999;
- 12.5.2** The benefit of this Transfer is to run with the Transferee's Undertaking and be attached to each and every part of it;
- 12.5.3** The burden of this Transfer is to run with the Retained Land and bind every part of it; and
- 12.5.4** They shall apply to the Chief Land Registrar for the entry of notice of the Rights on the Title Number.

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 affixing the common seal
of the Merthyr Tydfil County Borough
in the presence of:

Authorised Signatory:

SIGNED as a DEED

By the Transferee
acting by its Attorneys Andrew Hamilton Nashed
and Jonathan Edwin Mason
under a Power of Attorney

in the presence of:

Signature of Witness:

Name (in BLOCK CAPITALS): DOWA ONAU

Address:

Geldards LLP Law Firm
The Arc
Enterprise Way
Nottingham
NG2 1EN

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 68 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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