These are the notes referred to on the following official copy

Title Number MX367059

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Transfer of part of registered title(s)

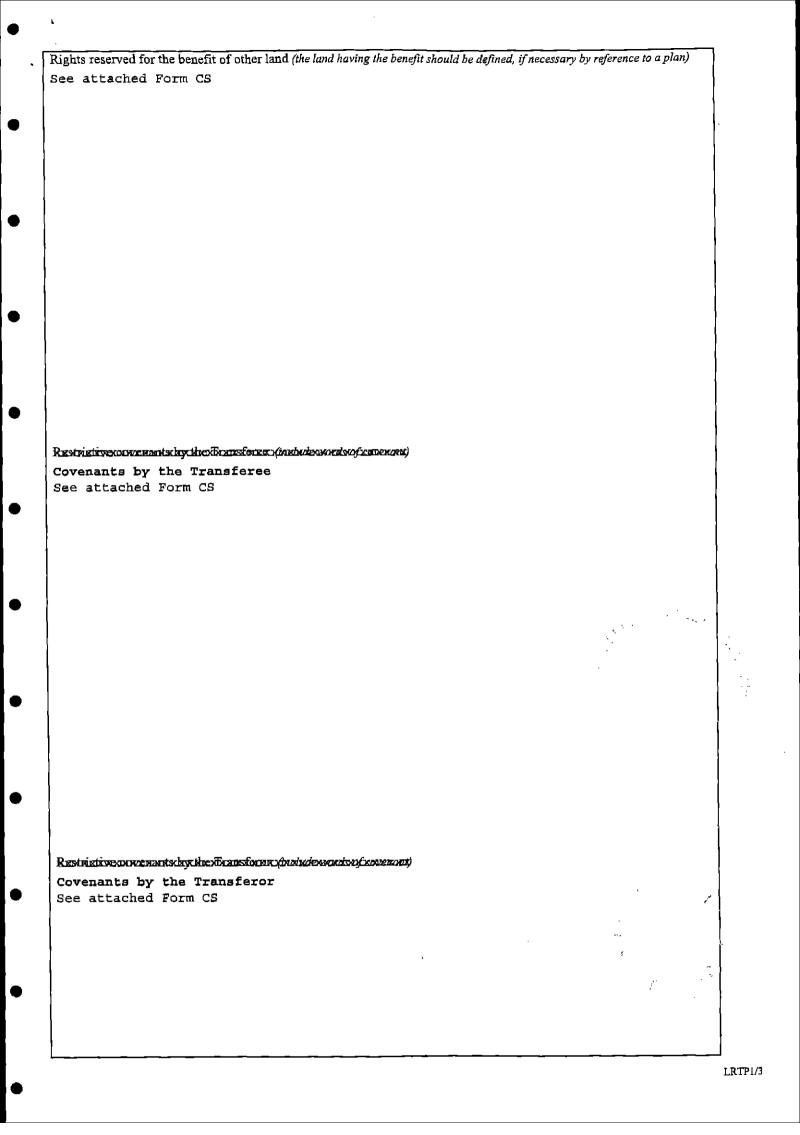
HM Land Registry



(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty
NGL 701992
Place "X" in the box that applies and complete the box in the appropriate certificate.
It is certified that this instrument falls within category Instruments) Regulations 1987
It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of
£
2. Title number(s) out of which the Property is transferred (leave blank if not yet registered) PART MX367059 PART MX388149
3. Other title number(s) against which matters contained in this transfer are to be registered (if any)
4. Property transferred (insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.) Part of John Barker Court Brondesbury Park Willesden.
The property is defined: (place "X" in the box that applies and complete the statement)
on the attached plan and shown (state reference e.g. "edged red")
Shaded pink and shaded pink hatched blue and shaded pink hatched red
on the Transferor's filed plan(s) and shown (state reference e.g. "edged and numbered 1 in blue")
5. Date 2nd Ochober 2000
6. Transfetor (give full names and Company's Registered Number if any) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT
7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)
WILLOW HOUSING LIMITED
Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corparate but is not a company registered in England and Wales or Scotland under the Companies Acts.
8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register Network House, 10-12 Neeld Parade, Wembley Hill Road, Wembley, Middlesex, HA9 6RU
NGL791992 SEQ207
9. The Transferor transfers the Property to the Transferee. See attached Form CS

10. Consideration (Place "X" in the box that applies State clearly the currency unit if other than sterling If none of the boxes	
applies, insert an appropriate memorandum in the additional provisions panel)	- }
X The Transferor has received from the Transferee for the Property the sum of (in words and figures)	.
Three Hundred & Ninety Three Thousand One Hundred & Twenty Pounds (£393,120)	'
(insert other receipt as appropriate)	
The Transfer is not for money or anything which has a monetary value	
11. The Transferor transfers with (place "X" in the box which applies and add any modifications)	
X full title guarantee limited title guarantee	
12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box	
The Transferees are to hold the Property on trust for themselves as joint tenants.	
The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.	
The Transferees are to hold the Property (complete as necessary)	
13. Additional Provisions	_
13. Additional Provisions 1 Use this panel for:	}
• definitions of terms not defined above	}
• rights granted or reserved	}
• restrictive covenants	
• other covenants	
agreements and declarations	1
• other agreed provisions	1
 required or permitted statements, certificates or applications. 	- }
2. The prescribed subheadings may be added to, amended, repositioned or omitted.	ļ
Definitions See attached Form CS	
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Rights granted for the benefit of the Property See attached Form CS	
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	 LRTP1/2



Agreements and Declarations See attached Form CS

Other Agreed Provisions See attached Form CS

14. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF BRENT was hereunto
the presence of:-

25384

Councillo

Solicitor '

HOUSING LIMITED was hereunto affixed in the presence of:-



Oyez 7 Spa Road, London SE16 3QQ © Crown copyright, LR/SC/11 Committee Member

Secretary (

Committee Menny

1999 Edition 5.99

LRTP1/4

1. Continued from Form TP1 Title number(s) MX367059 MX388149

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

(Continued from Panel 9) TOGETHER WITH the rights and easements set out in Schedule A hereto EXCEPTING AND RESERVING for the benefit of the Transferor and its successors in title and occupiers of the Retained Land and each and every part thereof the rights set out in Schedule B hereto SUBJECT TO the Restrictions AND SUBJECT TO and with the benefit of the Leases AND SUBJECT TO the rights contained in the Leases of 1 John Barker Court dated 20.2.1995 made between the Transferor(1) and Florence Elsie Bromley(2),3 John Barker Court dated 8.11.1993 made between the Transferor(1) and Sabine Korenstein(2), 4 John Barker Court dated 23.4.1990 made between the Transferor (1) and William John Berry (2), 5 John Barker Court dated 25.11.1991 made between the Transferor(1) and Anthony Joseph and Darren Joseph Gilligan(2),6 John Barker Court dated 18.12.1989 made between the Transferor(1) and Charles Eaton Lee-Ting (2),10 John Barker Court dated 24.9.1990 made between the Transferor(1) and David Allen Thomas(2),16 John Barker Court dated 12.12.1988 made between the Transferor(1) and Philip Martin Kempster(2), 23 John Barker Court dated 21.10.1991 made between the Transferor(1) and Margaret Ethel Brown-Dawson(2) insofar as they affect the Property (Continued from Panel 13)

1. Definitions

In this Transfer: -

"Initial Period" means the period of forty years commencing on the date hereof "Leases" means all leases and tenancies to which the Property or any part thereof is subject and subject to which the Property is transferred to the Transferee as the same are described out in Schedule C hereof

"Perpetuity Period" means a period of eighty years from the date hereof "Plan" means the plan attached to this Transfer

"Registers" means the registers of title at HM Land Registry of the Title Number for the Property

"Restricted Period" means the period of twenty years commencing on the expiry of the Initial Period

"Restrictions" means the restrictions stipulations and other provisions (in so far as the same affect the Property and are capable of being enforced) contained or referred to in the title deeds and documents relating to the Property brief particulars of which are set out in the Registers as at the date of office copy entries being 19 July 1999 (except for the avoidance of doubt any charges to secure financial obligations)

"Retained Land" means the land owned and retained by the Transferor and being the land comprised in Title Numbers:MX367059 and MX388149 not hereby transferred

"Roadway" means the roadway on the Retained Land shown coloured brown on the Plan

"Secretary of State" means the Secretary of State for the Environment Transport and the Regions

CSforTPlJohnBarkerlFinal2

Continuation sheet 1

1.	Continued from Form	TP1	Title number(s)	MX367059 MX388149	
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- Before each continuation, state panel to be continued, e.g. "Panel 12 continued".
 - "Service Conduits" means mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and aparatus other than those which are or shall become vested in the statutory undertakings

2. Covenants by the Transferee

The Transferee for itself and its successors in title HEREBY COVENANTS with the Transferor and its successors in title as follows:-

- with the object and intent of affording the Transferor a full and sufficient indemnity but not further or otherwise to observe and perform the Restrictions and the covenants and obligations on the part of the landlord contained in the Leases and to keep the Transferor and its successors in title fully and effectually indemnified against all future actions proceedings costs charges claims demands and liabilities whatsoever in respect of future breaches
- 2.2 to obtain the consent of the Secretary of State (or of any person succeeding the Secretary of State as being empowered to give such consent) for so long as the Secretary of State (or such other person as aforesaid) has the jurisdiction and the power to do so and the consent of the London Borough of Brent to any disposal of the Property or any part thereof (such consent not to be unreasonably withheld or delayed) PROVIDED THAT no such consent shall be required if the disposal is an exempt disposal as defined in Section 81(8) of the Housing Act 1988 or any similar successor legislation
- 2.3 (a) not to use the Property other than as social housing accommodation for persons over fifty years or such other social housing use as shall be approved by the London Borough of Brent in writing (such approval not to be unreasonably withheld or delayed)
 - If after the Initial Period the London Borough of Brent agree in (b) writing that there is no demand for social housing on the Property (such agreement not to be unreasonably withheld or delayed) the London Borough of Brent shall subject to Clause 2.3(c) below permit the variation of Clause 2.3(a) above so as to permit the Property to be used for residential purposes or such other purposes as the London Borough of Brent shall approve (such approval not to be unreasonably withheld or delayed)
 - (c) During the Restricted Period the London Borough of Brent shall only enter into a variation under Clause 2.3(b) above if it is satisfied acting reasonably that the Transferee will use the net proceeds of sale of the Property for the provision of social housing within the London Borough of Brent
 - (d) The Transferee will enter into such documentation as the London Borough of Brent shall reasonably require in relation to the reprovision of social housing referred to in Clause 2.3(c) above

Continuation sheet | 2 οſ

(Insert sheet number and total number of continuation sheets e g "sheet I of 3")

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1. Continued from Form	TP1	Title number(s)	MX367059 MX388149
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- 2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".
 - 2.4 to maintain the roadway forming part of the Property and being part of the land shown hatched blue on the Plan and the surface of that part of the roadway forming part of the Retained Land coloured green on the Plan to the standard of maintenance from time to time provided by the Transferor elsewhere for similar roadways

SUBJECT TO the Transferor or the owner or owners for the time being of the Retained Land paying a fair proportion of the reasonable and proper cost of such maintenance

- 2.5 to pay a fair and reasonable proportion of the reasonable and proper cost of supplying the heating and hot water referred to at clause 3.4 hereof
- 2.6 to allow the tenants and occupiers of the building on the Retained Land at the front of the Property to use the area forming part of the Property shown hatched blue on the Plan (excluding such part of the area hatched blue that is the roadway) for recreational purposes only ("the Area") Provided that in the event of the redevelopment of the Property by the Transferee that interferes with the use as aforesaid of the Area then the Transferor shall release by deed the Transferee and the Property from the covenant in this clause 2.6 but without prejudice to the rights (if any) of the said tenants and occupiers over the Area

Continuation sheet 3

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of E

(Insert sheet number and total number of continuation sheets e.g. "sheet I of 3")

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1. Continued from Form	TP1	Title number(s)	MX367059 MX388149
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- 2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".
 - 3. Covenants by the Transferor
 The Transferor for itself and its successors in title HEREBY COVENANTS
 with the Transferee and its successors in title:-
 - 3.1 to maintain the Service Conduits now or within the Perpetuity Period serving the Property situate in under or upon the Retained Land to the standard of maintenance from time to time provided by the Transferor for similar service conduits
 - 3.2 to maintain the Roadway to the standard of maintenance from time to time provided by the Transferor elsewhere for similar roadways
 - 3.3 to maintain and keep the communal boiler within the Retained Land in good repair and working order
 - 3.4 to supply heating and hot water to the Property for the period of ten years from the date hereof after which time the Transferor may continue to supply heating and hot water but has no obligation to do so

SUBJECT TO the Transferee or the owner or owners for the time being of the of the Property paying a fair proportion of the reasonable and proper cost of such heating hot water maintenance and lighting of the Roadway referred to at clauses 3.1, 3.2, 3.3 and 3.4 hereof

- 4. Agreements and Declarations
 IT IS HEREBY AGREED AND DECLARED that:-
- 4.1 save as provided in 4.3 hereof all covenants on the part of the Transferee and the Transferor contained herein are given pursuant to Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 609 of the Housing Act 1985
- 4.2 The Property will as a result of this Transfer be held by Willow Housing Limited, an exempt charity
- 4.3 no mortgagee chargee or receiver of the Property or persons deriving title through or successors in title of such mortgagee chargee or receiver shall be bound by the covenants on the part of the Transferee and the provisions contained in Clause 2.3 hereof
- 4.4 for the purposes of the Contracts (Rights of Third Parties) Act 1999 this Deed is not intended to and does not give rights to any third parties to enforce any provisions contained in it but for the avoidance of doubt the successors in title of the Transferee and the successors in title of the Transferor shall not be regarded as third parties
- 5. Other Provisions

Section 133 of the Housing Act 1988 applies to the Property and the Transferee hereby applies to the Chief Land Registrar for the entry of the restriction required thereby

CSforTP1JohnBarker2Final2

Continuation sheet 4

of 8

(Insert sheet number and total number of continuation sheets e.g. "sheet I of 3")

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

SCHEDULE A

Rights Granted for the Benefit of the Property

TP1

Support

The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of the Property and each and

every part thereof

2. Access to repair

The right subject to not less than seven days' prior written notice to the Transferor or its successors in title (except in case of emergency) to enter upon such part of the Retained Land as may reasonably be necessary with or without workmen materials and appliances for the purpose of repairing and maintaining the Property and any buildings now or within the Perpetuity Period erected thereon and the surface of the area coloured green on the Plan the person exercising such right making good forthwith all damage and loss caused thereby

3. Rights of way

The right for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with all others having a like right to pass and repass (with or without vehicles) over and along the Roadway SUBJECT TO the Transferee or the owner or owners for the time being of the Property paying a fair proportion of the cost of repairing and maintaining and lighting such road

4. Boiler Room

The right to the use of and of access to and from the communal boiler in the boiler room in the basement shown on the Plan SUBJECT TO the Transferee or the owners or occupiers for the time being of the Property paying a fair proportion of the cost of repairing and maintaining such boiler

5. Access to Service Conduits

The right subject to not less than seven days' prior written notice to the Transferor or its successors in title (except in case of emergency) to enter on to such part of the Retained Land as may reasonably be necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining and renewing any Service Conduits which serve the Property or any part thereof SUBJECT TO the persons exercising any of the aforesaid rights of entry providing suitable alternative services at its sole cost for the duration of any works to the Service Conduits and making good forthwith all damage and loss caused thereby

6. Services

The right in common with all others having a like right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits which are now or may be constructed within the Perpetuity Period

CSforTPlJohn Barker2Final2

Continuation sheet

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(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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1. Continued from Form	TP1	Title number(s)	MX367059 MX388149
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2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

on over or under the Retained Land to the extent only that the same serve the Property or any part thereof TOGETHER WITH the right within the Perpetuity Period to make further connections to and lay new Service Conduits on or through the Common Areas from time to time in such routes as may previously be approved in writing by the Transferor such approval not to be unreasonably withheld or delayed SUBJECT TO the Transferee or the owner or owners for the time being of the Property paying a fair proportion of the cost of repairing and maintaining such Service Conduits PROVIDED THAT the Transferor may for the purpose of developing the Retained Land upon reasonable prior notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Property and (c) making good forthwith all damage and loss caused thereby

7. Access to perform covenants

In the event that the Transferor or its successors in title shall fail to observe and perform the covenants on the part of the Transferor referred to in this Transfer the right to enter the Retained Land with or without workmen vehicles or equipment to perform the said covenants the Transferor or its successors in title bearing and paying the reasonable costs of the Transferee or its successors in title of performing the said covenants

8. Quasi-easements etc

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of severance hereby effected over any land (including the Retained Land) owned and retained by the Council adjoining adjacent or neighbouring the Property

SCHEDULE B

Rights Reserved for the Benefit of the Retained Land

1. Support

The full right of subjacent and lateral support from the Property and each and every part thereof for the benefit of the Retained Land and each and every part thereof

Access to repair

The right subject to not less than seven days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon such part of the Property as may reasonably be necessary with or without workmen materials and appliances for the purpose of repairing and maintaining the Retained Land and any buildings now or within the Perpetuity Period erected thereon the person exercising such right making good forthwith all damage and loss caused thereby

CSforTPlJohn Barker3Final

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(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

Before each continuation, state panel to be continued, e.g. "Panel 12 continued". 2.

TP1

- Rights of Way
- The right for all reasonable purposes connected with the use and enjoyment of the Retained Land or any part thereof in common with all others having a like right to pass and repass (with or without vehicles) over and along the roadway forming part of the Property and being part of the land shown hatched blue on the Plan SUBJECT TO the Transferor or the owner or owners for the time being of the Retained Land paying a fair proportion of the cost of maintaining such road
- The right for all reasonable purposes connected with the use and enjoyment of the Retained Land or any part thereof in common with all others having a like right to pass and repass on foot only over and along the land shown hatched red on the Plan SUBJECT TO the Transferor or the owner or owners for the time being of the Retained Land paying a fair proportion of the cost of maintaining such land
- Access to Service Conduits 4.

The right subject to not less than seven days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter on to such part of the Property as may reasonably be necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining and renewing any Service Conduits which serve the Retained Land or any part thereof TOGETHER WITH the right within the Perpetuity Period to make further connections to and lay new Service Conduits on or through the Property necessary for any increased flow from time to time in such routes as may previously be approved in writing by the Transferee such approval not to be unreasonably withheld SUBJECT TO the person exercising any of the aforesaid rights of entry providing suitable alternative services at its sole cost for the duration of any works to the Service Conduits and making good forthwith all damage and loss caused thereby

5. Services

The right in common with all others having a like right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Retained Land through and along all Service Conduits which are now or may be constructed within the Perpetuity Period on over or under the Property to the extent only that the same serve the Retained Land or any part thereof SUBJECT TO the Transferor or the owner or owners for the time being of the Retained Land paying a fair proportion of the cost of repairing and maintaining such Service Conduits PROVIDED THAT the Transferee may for the purpose of developing the Property upon reasonable prior notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Retained Land and (c) making good forthwith all damage and loss thereby caused

Access to the Boiler Room 6.

The right in common with all others having a like right of way over that part of the Property leading from the Roadway to the said boiler room.

Continuation sheet | 7

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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1. Continued from Form	TP1	Title number(s)	MX367059 and MX388149
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- 2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".
 - Light and Air

The right to build or re-build on or alter any adjoining or neighbouring property without the consent of the Transferee notwithstanding that the access or light or air to the Property is thereby diminished but provided that the permitted use of the Property is not adversely interfered with to a material extent

8. Quasi-easements etc

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the Property and which would be implied by statute or by reason of severance in favour of a purchaser of any land adjoining adjacent or neighbouring the Property owned and retained by the Transferor including the Retained Land if the same had been transferred to such purchaser and the Property hereby transferred had been retained by the Transferor

9. Access to Perform Covenants

In the event that the Transferee or its successors in title shall fail to observe and perform the covenants contained herein, the Transferor shall be entitled to serve written notice on the Transferee or its successors in title giving details of such breach and if the Transferee has not rectified the breach within 28 days of receipt of the notice, the Transferor shall be entitled to enter the Property with or without workmen, vehicles or equipment to perform the said covenants with the Transferee or its successors in title bearing paying and contributing a proper and reasonable proportion according to user of the costs of performing the said covenants

SCHEDULE C (Leases)

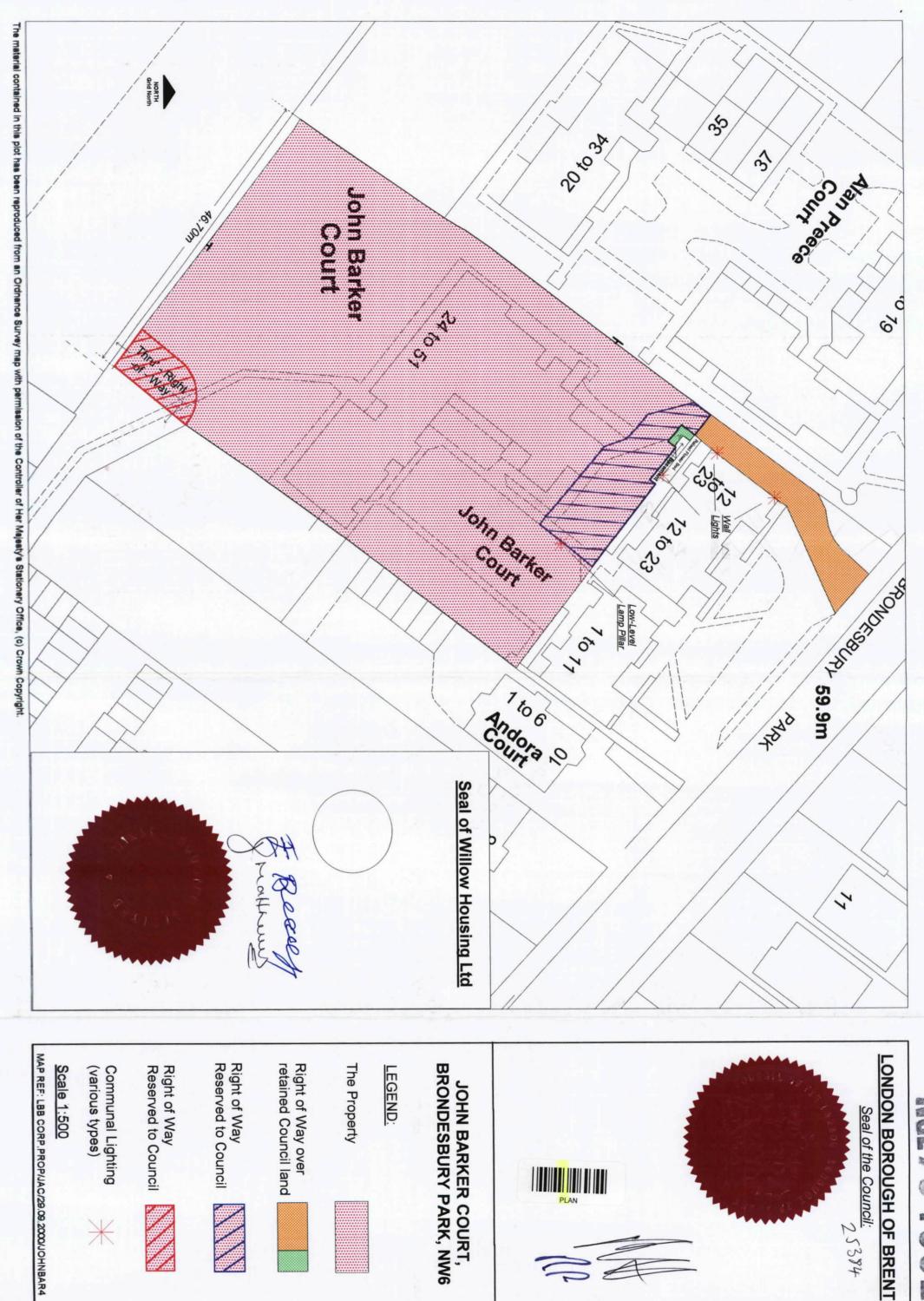
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Continuation sheet | 8

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(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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