These are the notes referred to on the following official copy

Title Number K979019

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.
Land Registry
Transfer of part of registered title(s)

1 Title number(s) out of which the property is transferred: K848746

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

REGENT CINEMA VICTORIA PARADE DEAL KENT CT14 7BP

The property is identified

☒ on the attached plan and shown: EDGED RED

☐ on the title plan(s) of the above titles and shown:

4 Date: April 2011

5 Transferor:

DOVER DISTRICT COUNCIL of White Cliffs Business Park Dover Kent CT16 3PJ ("the Council")

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

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

6 Transferee for entry in the register: TM TRUSTEES LIMITED, JAMES WALLACE and MARK DIGWEED

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix: 03094287

For overseas companies
(a) Territory of incorporation:

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

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

22 CLARENDON STREET, NOTTINGHAM, NG1 5HQ

8 The transferor transfers the property to the transferee
9  Consideration

- The transferor has received from the transferee for the property the sum of three hundred and eighty five thousand pounds (£385,000.00)
- 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

- 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: in accordance with a declaration of trust of even date made between (1) TM Trustees Limited, (2) James Wallace and (3) Mark Digweed

12  Additional provisions

Definitions

12.1

"The Plan" means the plan attached to this Transfer

"The Retained Land" means the land shown edged Green on the Plan (being the land comprised in title number K848746 at the date hereof excluding the Property)

"Service Media" means any pipe drain culvert sewer flue duct trunk gutter pipe wire cable optic fibre conduit channel and other medium for the passage or transmission of Services and all ancillary equipment or structures

"Services" means water soil gas air electricity light telephone and information

The expressions "the Transferor" and "the Transferee" shall where the context so admits include the respective successors and assigns of the Transferor and the Transferee

Rights granted for the benefit of the Property

12.2  The following rights are granted to the Transferee and all those authorised by it or them for the benefit of the Property in common with all others entitled to like rights from time to time: -

12.2.1  the right of free passage and running of Services (in common with the Transferor and all other persons entitled thereto) by and through the Service Media which shall serve the Property at the date hereof passing in under over or through the Retained Land for the benefit of (inter alia) the Property subject to payment of a fair and reasonable proportion according to the number of properties so served of the cost of inspecting cleansing repairing and maintaining such common facilities and bearing one equal part of the cost of the renewal or relaying of the same calculated on the basis of the total number of properties which shall at the date of such renewal or replacement be connected thereto
12.4.1 not to use or allow the Property or any part of it to be used for any purpose other than primarily as a cinema with ancillary uses including but not limited to crèches and day nurseries, art galleries and exhibition halls, offices and the sale of food and drink or for any other use falling within use class D1, D2 and sui generis (theatre) of the Town and Country Planning (Use Classes) Order 1987 (as amended) and it is declared that neither the Transferee nor any successor in title of the Transferee shall be or to remain liable for any breach of this covenant after he or they shall have parted with all interest in the Property and

12.4.2 not to do or permit anything to be done on the Property which is a nuisance or annoyance to the Transferee and "nuisance or annoyance" means anything which materially affects the use or enjoyment of the Retained Land provided further for the avoidance of doubt that use of the Property for the purposes specified in clause 12.4.1 in the ordinary course of operations shall not be deemed to constitute a nuisance or annoyance for the purposes of this clause

12.4.3 Not to interfere with the Service Media which serves the Retained Land other than in the proper exercise of the rights granted under Clause 12.2

Restrictive covenants by the Transferor

12.5 The Transferor covenants with the Transferee so as to bind the Retained Land and each and every part of it whoever may be the owner of it and so that the benefit is annexed to each and every part of the Property to observe and perform the following covenants and it is declared that the Transferor will not be liable for any breach of the covenants after it has parted with all interest in or possession of the Property

12.5.1 Not to do anything on the Retained Land which is a nuisance or annoyance to the Transferee and "nuisance or annoyance" means anything which materially affects the use or enjoyment of the Property for the use allowed in clause 12.4.1

12.5.2 Not to interfere with the Service Media which serves the Property other than in the proper exercise of the rights reserved under Clause 12.3

Indemnity Covenant by the Transferee

12.6.1 The Transferee on behalf of themselves and their successors in title owner or owners from time to time of the relevant part or parts of the Property covenant with the Transferor to indemnify and to keep the Transferor and its successors indemnified against all proceedings costs claims and demands of whatsoever nature and howsoever arising out or in consequence of any future breach of the covenants referred to in the Proprietorship and Charges Registers of the title in so far as the same relate to the Property and are still subsisting and capable of being enforced.

12.6.2 The liability of TM Trustees Limited hereunder shall not be personal but shall be limited to the extent of the assets of the Elite Retirement Account re J Wallace and the Elite Retirement Account re M Digweed in its possession from time to time

13 Execution

EXECUTED as a DEED by the affixing hereto

and the authentication of the COMMON SEAL of

DOVER DISTRICT COUNCIL but not delivered

until the date hereof:

Authorised Chief Officer
the right at all reasonable times and upon reasonable notice (and at any time without notice in case of emergency) to enter upon so much of the Retained Land with or without workmen plant and equipment for the purposes of inspecting repairing maintaining cleansing renewing or replacing any of the said Service Media passing in on under over or through the Retained Land any boundary structure and the Property the person or persons exercising such right doing as little damage as possible and making good without delay and to the reasonable satisfaction of the owner and the occupier for the time being of the portion of the Retained Land so entered any damage so caused

12.2.2 A right of support and protection from the Retained Land

Rights reserved for the benefit of the Retained Land

12.3 The following rights are reserved out of the Property for the Transferor the owners and occupiers of the Retained Land and all those authorised by it or them for the benefit of the Retained Land in common with all others entitled to like rights from time to time: -

12.3.1 the right of free passage and running of Services by and through the Service Media which shall serve the Retained Land at the date hereof passing in under over or through the Property for the benefit of (inter alia) the Retained Land subject to payment of a fair and reasonable proportion according to the number of properties so served of the cost of inspecting cleansing repairing and maintaining such Service Media and bearing one equal part of the cost of the renewal or relaying of the same calculated on the basis of the total number of properties which shall at the date of such renewal or replacement be connected thereto

12.3.2 the right at all reasonable times and upon reasonable notice (and at any time and without such notice in case of emergency) to enter upon so much of the Property with or without workmen plant and equipment for the purposes of inspecting repairing maintaining cleansing renewing or replacing any of the said Service Media passing in on under over or through the Property any boundary structure and any structure upon the Retained Land the person or persons exercising such right doing as little damage as possible and making good without delay and to the reasonable satisfaction of the owner and the occupier for the time being of the Property any damage so caused

12.3.3 A right of support from the Property

12.3.3 The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected on any part of the Property and so that all privileges of light and air now or hereafter to be enjoyed over any part of the Retained Land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Transferor and not as of right.

Restrictive covenants by the Transferee

12.4.4 This Transfer being made by the Transferor in exercise of its powers under Section 111 of the Local Government Act 1972 and with the intention that this covenant shall be and shall remain enforceable under the provisions of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 the Transferee for itself and its successors in title covenants with the Transferor so as to bind the Property and each and every part thereof into whosoever hands the same may come: -
EXECUTED as a Deed by the said
T M TRUSTEES LIMITED acting by
A Director in the presence of:

JAMES WALLACE
in the presence of:-

Name: Brian J Horse
Address: The Bell Tower Kingdowm Park Deal CT14 8EU
Description/Occupation: Estate Agent

MARK DIGWEED
in the presence of:-

Name: Brian J Horse
Address: The Bell Tower Kingdowm Park Deal CT14 8EU
Description/Occupation: Estate Agent
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
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13 Execution

EXECUTED as a DEED by the affixing hereto

and the authentication of the COMMON SEAL of

DOVER DISTRICT COUNCIL but not delivered

until the date hereof:

Authorized Chief Officer

1998
EXECUTED as a Deed by the said
T M TRUSTEES LIMITED acting by
A Director in the presence of:

SIGNED AS A DEED by the said
JAMES WALLACE
in the presence of:—

Name:
Address:
Description/Occupation:

SIGNED AS A DEED by the said
MARK DIGWEED
in the presence of:—

Name:
Address:
Description/Occupation: