

These are the notes referred to on the following official copy

Title Number TGL94008

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H M LAND REGISTRY

Land Registration Acts 1925 to 1988



County & District : Greater London, London Boroughs of Merton and Wandsworth

Title Numbers : 16656, ^{Part} TGL22829 and Part 215592

Property : All that freehold land situate at Wimbledon in the London Boroughs of Merton and Wandsworth shown edged red on the plan annexed hereto marked Plan A and comprised in the Title Numbers

Date : 23rd December 1993

Transferor : The Mayor and Burgesses of the London Borough of Merton of Merton Civic Centre London Road Morden Surrey SM4 5DX

Transferee : All England Lawn Tennis Ground Limited whose registered office is at Hill House 1 Little New Street London EC4A 3TR

1 In this Transfer the following expressions shall have the following meanings:-

The Wimbledon Cricket Club means the land shown coloured yellow on Plan A



The Lake means the area shown coloured blue on Plan A

The Lease means the Lease dated 8th May 1986 made between the Transferor (1) and The Wimbledon Park Golf Club Limited (2)

Retained Land means the land retained by the Transferor shown edged green on Plan A

2 In consideration of the sum of Five million two hundred and sixteen thousand pounds (£5,216,000) inclusive of VAT (if any) paid by the Transferee to the Transferor (the receipt of which the Transferor hereby acknowledges) ^E the Transferor as Beneficial Owner HEREBY TRANSFERS the Property to the Transferee together with the rights set out in the First Schedule hereto.] R

3 The Property is sold subject to and with the benefit of the following:-

(a) the covenants conditions agreements and stipulations contained or referred to in the respective Charges Registers of the above Title Numbers;

(b) the part of the Property comprised within Title No 22829 is subject to and has the benefit of the matters contained in the documents described in the Second Schedule.

4 The Transferee hereby covenants with the Transferor for the benefit of the Retained Land and each and every part thereof that the Transferee and its successors in title will observe and perform the covenants stipulations restrictions and conditions set out in the Third Schedule hereto.

A
5 [The Transferor hereby covenants with the Transferee for the benefit of the Property and each and every part thereof and so as to bind the Transferor's Retained Land that the Transferor and its successors in title will perform and observe the covenants stipulations restrictions and conditions set out in the Fourth Schedule hereto.] B

6 It is hereby agreed and declared that nothing in this Transfer shall by operation of law or otherwise confer upon the Transferor or its successors in title any easement right or privilege whatsoever over or against the Property for the benefit of the Transferor's Retained Land.

7 With the object of affording the Transferor a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor that the Transferee and its successors in title will from the date of this Transfer observe and perform the covenants on the part of the landlord contained in the Lease and will indemnify the Transferor against all costs claims demands and proceedings in connection with any breach non-performance or non-observance of such obligations.

I N W I T N E S S whereof this document has been executed as a Deed the day and year first before written.

G C

THE FIRST SCHEDULE

The Property is transferred together with the following rights for so long as the Lease or any extension or renewal thereof subsists:-

- 1 The right of fishing in the Lake;
- 2 The right to play golf over the Lake wherever the layout of the course situate on the premises demised by the Lease so requires;
- 3 The right to recover golf balls from the Lake;
- 4 The right to take in reasonable quantities from the Lake water for the purpose of watering the greens on the course referred to in paragraph 2 above provided the level of the Lake does not drop below two inches below the outflow weir of the outlet.

} H.

THE SECOND SCHEDULE

<u>Date</u>	<u>Document</u>	<u>Parties</u>
1 20.10.66	Lease of a small parcel of land at Home Park Road Wimbledon	The London Borough of Merton (1) The London Electricity Board (2)
2 07.01.58	Consent to the erection of a Golf School and Store over a sewer on land demised by the Wimbledon Corporation to the Wimbledon Park Golf Ltd	Wimbledon Corporation (1) The Wimbledon Park Golf Club Limited (2)
3 12.11.79	Agreement as to gas pipe at Wimbledon Park	The London Borough of Merton (1) The Wimbledon Park Golf Club (2) The Wimbledon Club (3)
4 17.11.59	Wayleave Consent	To The London Electricity Board
5 28.09.22	Agreement as to the taking of water from Wimbledon Park Lake	The Corporation of Wimbledon (1) The Transferee (2)
6 21.07.26	Deed of Covenant relating to the Cricket Ground of the Wimbledon Club	Sir Charles T Giles and William E Martyn (1) Orlando B Martyn and William E Martyn (2) Desmonde Forde and Frank S Cresswell (3) The Wimbledon Corporation (4)

THE THIRD SCHEDULE

1 Not to use the Property otherwise than for leisure or recreational purposes or as an open space Provided Always that this restriction shall not prevent the use of the Property for car parking generally in the manner adopted in connection with the Championships held in 1993 and uses ancillary thereto for and in connection with the Transferee's annual tennis Championships held at the Transferee's adjacent land;

2 No building shall be erected on the Property other than a building or buildings the use of which is ancillary to the recreational or open space use referred to in paragraph 1 above and which building or buildings will not impair the appreciation of the general public of the extent or openness of the Property Provided Always that this restriction shall not prevent the Transferee or its successors in title from consenting to the erection of a building which is not permitted under this paragraph 2 where consent is required to be given to the erection of such a building pursuant to the provisions of the Lease or any extension or renewal thereof;

3.1 This covenant will not take effect in relation to any part of the area shown coloured green on Plan B annexed hereto ("the Dedication Land") until the Lease or any continuation or renewal thereof ceases to subsist.

3.2 Subject to paragraph 3.1 above as soon as practicable after golf ceases permanently to be a use on any part of the Dedication Land (a "Relevant Part") the Transferee or its successors in title will dedicate that Relevant Part as a public walkway Provided Always that the Transferor shall have the right to defer the said dedication of the Relevant Part on giving the Transferee 28 days notice in writing to a date which may be nominated by the Transferor ("the Deferred Date") subject to giving the Transferee 28 days prior written notice of the Deferred Date.

C [THE FOURTH SCHEDULE

1 To be responsible for the level of water in the Lake and for the maintenance of the Lake walls (to the extent that The Wimbledon Park Golf Club Limited is not obliged to maintain the Lake walls pursuant to the Lease) and the Transferor shall have all such rights of entry on to the Property as may be necessary to fulfill these obligations;

2 Not to give any acknowledgement to the owners or occupiers of the Cricket Club that any building now or hereafter constructed or permitted to be constructed by the owners of the Cricket Club does not encroach on the Property notwithstanding the acknowledgement by the Transferor to the Transferee that the relevant part of the boundary of the Property is that identified on site by the line of the angle-iron stakes on 1 December 1993;

3 If at any time the whole or any part of the area shown coloured green on Plan B is dedicated as a public walkway at the Transferor's cost to fence the boundary of the said walkway to the minimum specification shown on the plan annexed hereto marked Plan C within one year after the date of the said dedication.] D.

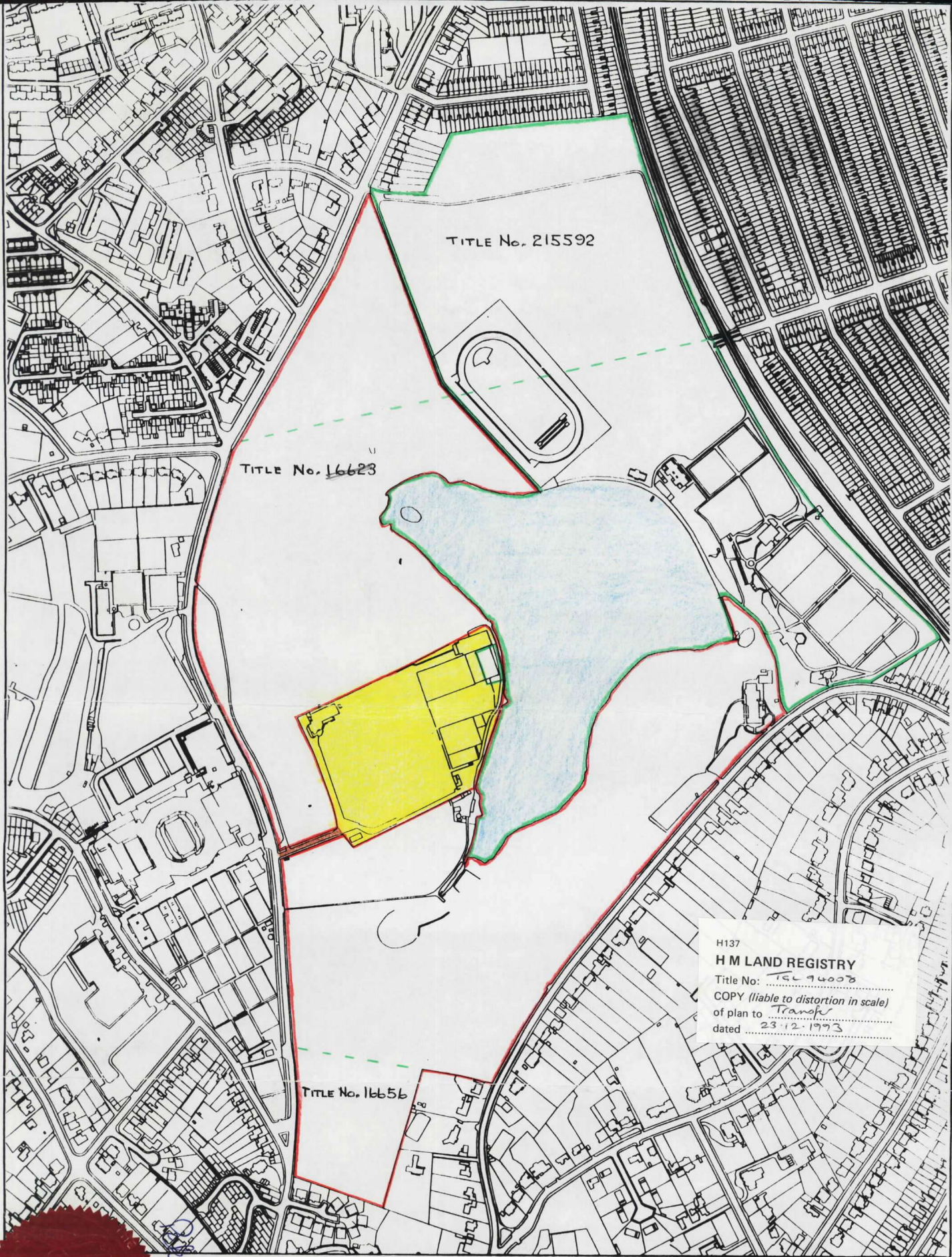
THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF MERTON was hereunto
affixed in the presence of:-



Peter G. Cane

HEAD OF LEGAL SERVICES
~~Director~~ AND SOLICITOR TO THE COUNCIL

~~Director~~ *Secretary*



H137
H M LAND REGISTRY
 Title No: TCL 94008
 COPY (liable to distortion in scale)
 of plan to Transfer
 dated 23.12.1993



WIMBLEDON PARK GOLF COURSE

PLAN A
 (see extract annexed
 for greater clarity)



H137
 H M LAND REGISTRY
 Title No: TEL 94953
 COPY (liable to distortion in scale)
 of plan to Trenchard
 dated 23.12.1993



WIMBLEDON PARK - LAKESIDE WALK

A - B	81ft
B - C	35ft
A - C	90ft
1	16ft
1 - 2	16ft approximately following contour of the lake
2	35ft
3	96ft
4	100ft
5	72ft
6 - 7	Follows along the boundary of Cricket Club & Council owned land as identified by the "angle-iron" stakes.
8	39ft
9	25ft - Council retains the right to pass over the land hatched black in order to maintain the surface water inlet marked "X".
10	20ft
10 - 11	16ft approximately following the contour of the lake.
11	16ft
12	144ft



Peter C Gray
 20724
 PLAN B