



Homes
England

Date: 23 March 2023

Our Ref: RFI4216

Tel: 0300 1234 500

Email: infogov@homesengland.gov.uk

Making homes happen

████████████████████
By Email Only

Information Governance Team
Homes England
Windsor House – 6th Floor
50 Victoria Street
London
SW1H 0TL

Dear ██████████

RE: Request for Information – RFI4216

Thank you for your request for information which was processed in accordance with the Freedom of Information Act 2000 (FOIA). In our letter to you dated 23 February 2023, we had stated that we required additional time to respond your request as a qualified exemption applied to some of the information that fell within the scope of your request. However, we have determined that the exemption at section 43(2) of the FOIA to withhold information that is commercial information is no longer engaged. This means that the public interest in withholding the information requested does not outweigh the public interest in disclosing the information.

You requested the following information:

is there an inventory of the assets of Washington Development Corporation at the date of dissolution 30th. June 1988 and, if there is, what happened to them?

Could you please let me know who dealt with the affairs of WDC on its dissolution on 30th, June 1988. Was a "statement of affairs" prepared? Was a firm of winding-up specialists appointed?

For clarity, this was a subsequent request following our response to RFI4101 and RFI4192.

Response

is there an inventory of the assets of Washington Development Corporation at the date of dissolution 30th. June 1988 and, if there is, what happened to them?

We can confirm that we do hold some of the information that falls within the scope of your request. Please find enclosed as Annex A, a copy of the inventory of assets of Washington Development Corporation at the date of dissolution and what happened to them. However, we rely on Section 40 (2) of the FOIA to withhold some of the information from disclosure.

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Section 40 – Personal information

We have redacted information on the grounds that it constitutes third party personal data and therefore engages section 40(2) of the FOIA.

To disclose personal data, such as names, contact details, addresses, email addresses and personal opinions could lead to the identification of third parties and would breach one or more of the data protection principles.

Section 40 is an absolute exemption which means that we do not need to consider the public interest in disclosure. Once it is established that the information is personal data of a third party and release would breach one or more of the data protection principles, then the exemption is engaged.

The full text in the legislation can be found on the following link:

<https://www.legislation.gov.uk/ukpga/2000/36/section/40>

Could you please let me know who dealt with the affairs of WDC on its dissolution on 30th, June 1988. Was a "statement of affairs" prepared? Was a firm of winding-up specialists appointed?

We can confirm that there was a statutory transfer, and no specialists were involved.

Right to Appeal

If you are not happy with the information that has been provided or the way in which your request has been handled, you may request an internal review. You can request an internal review by writing to Homes England via the details below, quoting the reference number at the top of this letter.

Email: infogov@homesengland.gov.uk

The Information Governance Team
Homes England – 6th Floor
Windsor House
50 Victoria Street
London
SW1H 0TL

Your request for review must be made in writing, explain why you wish to appeal, and be received within 40 working days of the date of this response. Failure to meet this criteria may lead to your request being refused.

Upon receipt, your request for review will be passed to an independent party not involved in your original request. We aim to issue a response within 20 working days.

You may also complain to the Information Commissioner's Office (ICO) however, the Information Commissioner does usually expect the internal review procedure to be exhausted in the first instance.



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The Information Commissioner's details can be found via the following link:

<https://ico.org.uk/>

Please note that the contents of your request and this response are also subject to the Freedom of Information Act 2000. Homes England may be required to disclose your request and our response accordingly.

Yours sincerely,

The Information Governance Team
For Homes England

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The Washington Development Corporation (Transfer of Property and Dissolution) Order 1988

Previous Next

S T A T U T O R Y I N S T R U M E N T S

1988 No. 413

NEW TOWNS

The Washington Development Corporation (Transfer of Property and Dissolution) Order 1988

Made

2nd March 1988

Coming into force

1st April 1988

The Secretary of State for the Environment, having consulted the Council of the district in which the new town of Washington is situated, and being satisfied that the purposes for which the Washington Development Corporation is established under the New Towns Act 1981(1) have been substantially achieved, in exercise of powers conferred on him by section 41 of and paragraphs 2(1) and 3(4) of Schedule 10 to that Act and of all other powers enabling him in that behalf hereby makes the following Order—

- 1.—(1) This Order may be cited as the Washington Development Corporation (Transfer of Property and Dissolution) Order 1988 and shall come into force on 1st April 1988.
 (2) In this Order—"the Act" means the New Towns Act 1981; "the Corporation" means the Washington Development Corporation; "the transfer date" means 1st April 1988.
2. It is directed that on the transfer date—
- (a) the property of the Corporation shall vest in the Commission for the New Towns; and
 - (b) the Corporation shall cease to act except for the purposes of carrying out its functions under sections 67(2), 68 and 70 of the Act (annual accounts of development corporation, audit and reports), and taking such other steps as are necessary to wind up its affairs.
3. For the purpose of ensuring the satisfactory discharge of the functions remaining to the Corporation on and after the transfer date the Commission shall provide the Corporation with all the necessary facilities including, in particular, access to any books, papers or documents which immediately before the transfer date were the property of the Corporation.
4. Any property received by the Corporation on or after the transfer date shall be transferred by the Corporation to the Commission.
5. A period of ten years commencing on the transfer date is hereby specified as the period for which, by virtue of paragraph 3(4) of Schedule 10 to the Act, section 11 of the Act (which relates to the acquisition of land for highways) and, so far as they have effect for the purposes of that section, the other provisions of the Act, shall continue to have effect in relation to the area of Washington New Town.
6. It is directed that the Corporation shall be dissolved on 30th June 1988.

Signed by authority of the Secretary of State

A. G. Watson
 An Under Secretary in the
 Department of the Environment

2nd March 1988

EXPLANATORY NOTE
(This note is not part of the Order)

This Order provides for the transfer of all the property of the Washington Development Corporation to the Commission for the New Towns on 1st April 1988 (article 2(a)), the winding up of the affairs of the Corporation (articles 2(b), 3 and 4) and its subsequent dissolution on 30th June 1988 (article 6).

The Order also provides for section 11 of the New Towns Act 1981 (which enables the Secretary of State and highway authorities to acquire land for highways) and related provisions of that Act to continue to have effect in relation to the new town of Washington for a period of 10 years (article 5).

(1) 1981 c. 64.

(2) Section 67 was amended by the New Towns and Urban Development Corporations Act 1985 (c. 5).

DATED

17th June

1988

COMMISSION FOR THE NEW TOWNS

AND

WASHINGTON DEVELOPMENTS LIMITED

AGREEMENT

Re: Land and Property
at Washington
Tyne and Wear

Wheldon Houlsby & Scott
Newcastle upon Tyne



TYNE AND WEAR
ARCHIVES SERVICE

CLASS NO.	WS 20049			
DATES	From		To	
NOS.				
LOC.	ROOM	BAY	SHELF	BOX
				A 672
IRN				

RM3

This Agreement is made the 17th day of June One thousand nine hundred and eighty eight BETWEEN COMMISSION FOR THE NEW TOWNS of Glen House Stag Place London SW1E 5AJ of the one part and WASHINGTON DEVELOPMENTS LIMITED the registered office of which is at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB of the other part.

WHEREBY IT IS AGREED as follows:-

1. In this Agreement the following expressions shall have the following meanings ascribed to them:

The Vendor	The said COMMISSION FOR THE NEW TOWNS
The Purchaser	The said WASHINGTON DEVELOPMENTS LIMITED (Company Reg. No. 2213743)
WDC	WASHINGTON DEVELOPMENT CORPORATION formerly of Usworth Hall Stephenson District 12 Washington
The Vendor's Solicitors	Messrs Wheldon Houlsby & Scott of New England House 10 Ridley Place Newcastle upon Tyne NE1 8JW

The Purchaser's Solicitors

Messrs Watson Burton of 20
Collingwood Street Newcastle upon
Tyne NE1 1LB

The Property

The aggregate of the Portfolios
(as hereinafter defined)
comprising various pieces or
parcels of land and buildings at
Washington Tyne & Wear

The Rentcharges

The perpetual yearly rentcharges
created by the transfers of land
short particulars whereof are set
forth in the Thirteenth Schedule
hereto together with all powers
and remedies for securing and
compelling payment of the same
conferred both by law and the said
transfers

The Lands

The aggregate of the Property and
the Rentcharges

A Portfolio

That part of the Property more
fully described in the First Part
of any of the Schedules hereto
numbered One to Twelve inclusive

The Price	Twenty million five hundred thousand pounds (£20,500,000)
The Deposit	Two million and fifty thousand pounds (£2,050,000)
The Completion Date	30 June 1988
The Leases	The leases short particulars whereof are contained in the Fourth Part of any of the Schedules hereto numbered One to Twelve inclusive and Schedule Sixteen
The Licences	The licences deeds letters and other documents short particulars whereof are set forth in the Fifth Part of any of the Schedules hereto numbered One to Twelve inclusive and Schedule Sixteen
The NIT Conveyance	A Conveyance dated 31 March 1967 and made between the Northern Industrial Improvement Trust Limited (1) and WDC (2)

NEEB

The North Eastern Electricity
Board

The Lambton Conveyance

A Conveyance dated 1 March 1967
and made between A J R Collins
D A Gray The Right Honourable
R O Stanley (1) and WDC (2)

The Service Agreements

The agreements short particulars
whereof are set forth in Schedule
Fourteen hereto

The Statutory Declaration

A Statutory Declaration by Norman
Richard Batchelor made the 17th
day of June 1988

NHS
WB

2(1) The Schedules form part of this Agreement and the
Annexure and plans respectively bound up and initialled on
behalf of the parties form part of this Agreement.

2(2) Where appropriate any reference in this Agreement to the
Vendor shall include a reference to its predecessor in title
WDC.

3(1) The Vendor shall sell and the Purchaser shall purchase the
Lands in consideration of the payment of the Price.

3(2) Upon completion the Vendor will grant transfers to the Property which transfers shall be in the form of transfers comprised in Annexure I of this Agreement.

4(1) The Vendor shall convey the Lands as beneficial owner.

4(2) Save as hereinafter mentioned the Property is sold with vacant possession on completion.

5. The Deposit shall be paid on or before the date hereof to the Vendor's Solicitors as stakeholder by means of a draft drawn on a town clearing bank in London or the Purchaser's Solicitors' client account cheque.

6(1) Completion of this Agreement shall take place prior to 1400 hours on the Completion Date.

(2) The Vendor shall not be obliged to complete this Agreement otherwise than by personal attendance by the Purchaser's Solicitors or the Purchaser's Solicitors' agents at the offices of the Vendor's Solicitors.

(3) If through any act or default of the Purchaser completion does not take place until after 1400 hours on the actual day of completion then the Purchaser shall be liable to pay such interest as would have been payable under this Agreement if completion had not taken place (through the default of the

Purchaser) until 1100 hours on the next working day.

7(1) The Purchaser having on its board of directors persons who were formerly employees of WDC and who were engaged in its day to day business up to the 26th day of February 1988 it is agreed and acknowledged that all knowledge on the part of any such persons acquired prior to such date is (so far as material) to be treated as knowledge on the part of the Purchaser irrespective of how or the capacity in which it was originally acquired.

7(2) The Vendor and the Purchaser respectively acknowledge that the terms of this Agreement constitute and form the entire contract between the Vendor and the Purchaser to the exclusion of any antecedent statement or representation whether oral written or implied or whether contained in any advertisement particulars or other matters issued or in any correspondence entered into by the Vendor or its servants or agents and the Purchaser hereby acknowledges that it has not entered into this Agreement in reliance upon any such statement or representation other than those which have been given in writing by the Vendor's Solicitors to enquiries made of them by the Purchaser's Solicitors prior to the signing hereof as were not susceptible of independent verification by search and enquiry of a local or other public authority or the Purchaser's own knowledge of the Lands or inspection of the documents disclosed to the Purchaser's Solicitors (and whether or not such searches and enquiries have been made).

8(1) The National Conditions of Sale (20th Edition) shall be deemed to be incorporated herein and shall apply to the sale (in so far as they are applicable to a sale by private treaty and are not modified by or inconsistent with the express terms of this Agreement).

(2) The "prescribed rate" of interest shall be 4 per centum per annum above the published Base Rate of Barclays Bank plc from time to time.

(3) National Conditions 3 9 10 15 (2) and 21 shall not apply to this sale and National Condition 22 shall be read and construed in all respects as if the words "16 working days" were replaced wherever they appear by the words "10 working days".

(4) National Condition 5 (3)(iv) shall not apply and the following wording shall be substituted:

"(iv) telegraphic or other direct transfer to Lloyds Bank Plc of 101 King Street South Shields Tyne & Wear NE33 1DT (Sort Code 30-97-89) for the credit of the Vendor's Solicitors account number 0005888"

(5) In National Condition 6(5) reference to the period "15 working days" shall be read as referring to the period "30 working days"

(6) In National Condition 13 (1) the words "or (if shorter) for such period as the Vendor has been owner of the Lands" shall be inserted after the words "for at least twelve years".

9. The marginal notes headings and references to the term "DP" followed by a number and/or letters in this Agreement and the Schedules hereto are inserted for convenience and ease of reference only and shall not be deemed to form part of this Agreement nor shall they affect the construction hereof.

10. Title to the Lands having been deduced in accordance with the provisions of this Agreement the Purchaser shall not raise any requisition or objection in connection with the Vendor's title to the Lands or in respect of the Leases and the Licences.

11(1) (a) The Vendor has effected with Municipal Mutual Insurance Limited ("the Insurers") a policy/policies of insurance ("the Policy") under which the Insurers have insured inter alia the Property against loss or damage by any of the risks as mentioned in the Policy and various parts of the Property for loss of two years rent ("loss of rent insurance"). The Vendor will maintain at its own expense the Policy in force up until the date of actual completion.

11(1) (b) As soon as practicable following completion

the Vendor shall either procure the cancellation of the Policy with effect from that date in so far as the same relates to the Property and pay over to the Purchaser in accordance with the provisions of Clause 13 hereof the refund of premiums obtained from the Insurers following such cancellation or shall subject to the concurrence of the Insurers consent to the transfer of the Policy to the Purchaser in so far as the same relates to the Property or any part of the Property.

11(2)(a) The Vendor shall be entitled to receive out of the monies payable under the Policy such sums as the Vendor may prior to the date of actual completion expend in repairing damage suffered to the Property or any part thereof which has been made good either temporarily or permanently by the Vendor. In those cases where damage has been suffered to the Property or any part thereof prior to the date of actual completion the addresses of which are listed in Schedule Seventeen hereto ('the outstanding claims') the Purchaser shall be entitled to receive all monies payable under the Policy and on or as soon as practicable following the date of actual completion the Vendor will:

- (i) Deliver to the Purchaser true and complete copies of all drawings plans correspondence and other documents (including the claim form) relating to the outstanding claims and which

are within the possession or control of the Vendor

(ii) Subject to the consent of the Insurers and at the request of the Purchaser assign all rights which the Vendor may have under the Policy subject only to any liability or obligation which the Vendor may have under the insurance claim to account to the tenant or occupier under any Lease or Licence for the proceeds of the outstanding claims.

11(2) (b) The Vendor will provide the Purchaser on completion with a letter of authority addressed to each tenant/occupier whose premises are the subject of an outstanding claim directing that any excess payable by the tenant/occupier shall be made to the Purchaser.

11(3) Pending assignment as hereinbefore provided the Vendor shall hold the benefit and value of any outstanding claims made under the Policy in trust for the Purchaser absolutely and shall account to the Purchaser for all sums received in settlement or partial settlement of any outstanding claim.

11(4) The Vendor will not effect any settlement or compromise as regards any outstanding claim without the prior written consent of the Purchaser.

11(5) Where any outstanding claim includes a claim for loss of rent the Vendor will be entitled to receive and be paid out of the insurance proceeds that proportion of the sum agreed with the Insurers as representing loss of rent insurance referable to the period between the agreed date of loss damage or destruction and the date of actual completion.

12(1) This Agreement is personal to the Purchaser and the Vendor shall not be obliged or required to convey the Lands or any part thereof to any other person but the Purchaser named herein.

12(2) The provisions of this Agreement shall continue in full force and effect after and notwithstanding completion so far as any of the obligations of the parties remain to be observed and performed after the date of actual completion.

13. Where under the terms of this Agreement and completion having taken place any sum of money received by one party from whatever source is payable by such party to the other or is due by one party to the other and remains unpaid for a period of twenty one (21) days after either its receipt or after the date upon which the amount of such sum is agreed by the parties (the date in each case being called "the due date") the party obliged to make payment shall pay to the other as well before as after any judgment interest on such sum from the due date until the date of actual payment at a rate of four per cent (4%) per annum above the base rate for lending for the time being of Barclays

Bank Plc.

14(1) Subject as hereinafter mentioned the Purchaser shall use its best endeavours to carry out and complete or procure the carrying out and completion of the Service Agreements as from the actual date of completion and shall keep the Vendor indemnified against all actions claims costs proceedings and demands in respect of the same other than those emanating from or as a consequence of acts defaults or omissions occurring or arising prior to the actual date of completion.

(2) In any case where the consent of any person not a party to this Agreement is required for the transfer from the Vendor to the Purchaser of the Service Agreements the Vendor shall forthwith at its own expense make application and every reasonable endeavour to obtain such consent prior to the date of actual completion or as soon as practicable thereafter and until such consent has been obtained the Vendor shall hold the benefit of the Service Agreements in trust for the Purchaser absolutely as from the actual date of completion.

(3) If for any reason any of the Service Agreements prove incapable of assignment the Vendor shall be considered as having fulfilled its obligations under sub clauses (1) and (2) of this clause if at the request of the Purchaser it joins with the Purchaser in using its best endeavours to procure:-

(a) termination of the Service Agreement in question

SCHEDULE SEVENTEEN
Insurance Claims
Property

A and B Wilden Road Pattinson Industrial Estate

THE COMMON SEAL OF WASHINGTON)
DEVELOPMENTS LIMITED was)
hereunto affixed in the)
presence of:-)

Director

Secretary/Director

and

- (b) the grant to the Purchaser of a substitute agreement in substantially the same terms to those of the Service Agreement thus determined.

(4) The Vendor shall after the actual date of completion at the request and expense of the Purchaser execute such documents and do such things as the Purchaser may reasonably require for effectually vesting in or confirming or assuring to the Purchaser the Service Agreements.

(5) The Vendor shall keep the Purchaser indemnified against all actions costs claims proceedings and demands arising from any acts defaults or omissions of the Vendor in its obligations under the Service Agreements and which occur or arise prior to the actual date of completion.

15. Title to each Portfolio shall be deduced in accordance with the provisions of the Second Part of the relevant Schedule and if title is registered at Her Majesty's Land Registry title shall be deduced in accordance with Section 110 of the Land Registration Act 1925 and the Vendor hereby authorises the Purchaser's solicitors and any firm of solicitors for the time being representing the Purchaser's funding institutions to inspect the Registers to any of the Vendor's titles.

16. Each Portfolio is sold subject to and with the benefit of

(as the case may be)

(i) the incumbrances covenants conditions restrictions reservations provisions declarations and other matters mentioned or referred to in the Third Part of the relevant Schedule so far as the same relate to a Portfolio and are still subsisting and capable of being enforced.

(ii) the Leases and Licences particulars whereof are set forth in the Fourth Part of the relevant Schedule and Schedule Sixteen.

17. The Property is also sold subject to and in so far as they relate to or affect the Property with the benefit of (as the case may be) the incumbrances covenants conditions restrictions reservations provisions declarations and other matters contained or referred to in the documents particulars whereof are set forth in Schedule Fifteen hereto.

18. The Property is also sold subject to:-

(i) Any matters or things whether registered or not before the date hereof and all matters or things capable of registration in the Local Land Charges Registers whether or not actually so registered.

(ii) All notices served and orders demands proposals or requirements made by any local or public authority whether

before or after the date hereof.

(iii) All actual or proposed orders directions notices charges restrictions conditions agreements or other matters arising under the Town and Country Planning Acts 1947-1972 or any statutory re-enactment or modification thereof.

(iv) All existing rights of way whether public or private of light support drainage and other easements quasi-easements and rights hitherto used occupied enjoyed or suffered in connection with the Property.

19(1) In this Clause the following expressions shall have the following meanings ascribed to them:

Payer	Any tenant or occupier of any part of the Property by virtue of any Lease or Licence or any owner of land or lands subject to the Rentcharges
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Rent	Any rent fee or other sum payable by any Payer except for Service Charge Expenditure (as hereinafter defined) irrespective of whether or not such payments may be reserved as rent
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Rent Period	Any period of time during or in respect of which instalments of Rent are paid or are payable
Service Charge Expenditure	Expenditure incurred by the Vendor prior to actual completion and recoverable from a Payer under the provisions of the Leases the Licences or the Rentcharges
Service Charge Period	Any period of time on or after the first day of April 1987 and ending on the actual date of completion during or in respect of which the Service Charge Expenditure due from any Payer falls to be calculated

19(2) The Purchaser shall at the request and cost of the Vendor use its best endeavours to assist the Vendor to recover the Arrears which expression shall mean:-

- (a) Any contribution towards insurance premiums paid by the Vendor which are recoverable from any Payer prior to the actual date of completion.

- (b) Any Rent whether payable in advance or in arrears which is still in arrear in respect of a Rent Period which has ended prior to the actual date of completion.
- (c) Any Rent payable in advance but remaining unpaid at the actual date of completion which is due to the Vendor in respect of that part of the then current Rent Period falling before the actual date of completion.
- (d) Any unpaid Service Charge Expenditure due in respect of the Service Charge Period and recoverable from any Payer whether or not demanded from such Payer prior to the actual date of completion.

19(3) In particular the Purchaser shall if so required by the Vendor but at the Vendor's expense demand the Arrears and assign to the Vendor any relevant right of action to recover the Arrears which might have become vested in the Purchaser following completion as a result of the operation of Section 141 of the Law of Property Act 1925 or otherwise and shall if so required by the Vendor (but subject to the Vendor providing a full and sufficient indemnity to the Purchaser) commence join or be a party to any legal proceedings which may become necessary.

19(4) Where the Vendor is seeking to recover any Arrears by

proceedings which the Purchaser is required to commence join in or be a party to the Purchaser shall have the option to bear and pay to the Vendor the Arrears in question.

19(5) If the Purchaser shall in fact recover or receive any of the Arrears the Purchaser shall account to the Vendor for the same in accordance with the provisions of clause 13.

19(6) The Purchaser shall at the cost of the Vendor provide the Vendor with such information in relation to the Arrears as the Vendor shall from time to time reasonably require in connection with the performance by the Purchaser of its obligations under this Clause.

19(7) Where following the date of actual completion any monies are received by the Purchaser from a Payer who has at the date of actual completion a liability to the Vendor in respect of the Arrears then until the Arrears due and payable by such Payer have been discharged the Purchaser shall in accordance with the provisions of clause 13 hereof account to the Vendor for any monies received by the Purchaser from such Payer.

19(8) In consideration of the Purchaser complying with the foregoing provisions of this clause the Vendor will pay to the Purchaser a proportion upon a pro rata basis of any legal bailiff's court fees charges and other out of pocket expenses which it the Purchaser may from time to time reasonably incur in discharging its obligations under this clause.

20. The Vendor shall not pending completion grant or agree to vary the terms of or accept a surrender of or give any consent under any Leases or Licences in respect of the Property or agree or propose any new rent figures (whether on review or renewal) in respect of any of the Leases without the consent in writing of the Purchaser which consent shall not be unreasonably withheld or delayed and such consent shall be deemed to have been unreasonably withheld or delayed if the Purchaser shall not have replied in writing to any written request from the Vendor for consent within six working days of the receipt of the Vendor's request.

21 The Fourth and Fifth Parts of each of the Schedules One to Twelve hereto contain particulars of all the Leases and Licences affecting the Property as at the 15th day of March 1988. Schedule Sixteen hereto contains particulars of:

- (a) Any variations in and to the terms and conditions of the Leases and Licences
- (b) All the Leases and the Licences affecting the property granted by the Vendor since the 15th day of March 1988 and which were valid and subsisting as at the date of this Agreement/the date of actual completion
- (c) Any amendment or variation to the other provisions

of this Agreement

22(1) Following completion the Purchaser shall use all reasonable endeavours to agree or otherwise ascertain the new rent which must be a level rent ("the new rent") pursuant to the rent review provisions in any relevant Lease where the rent review date in the relevant Lease falls before completion PROVIDED always that the Purchaser shall not agree any new rent without reasonable prior consultation with the Vendor and taking account of any representations as to valuation or otherwise which the Vendor may make.

22(2) After the Purchaser has received all the increased rent (which expression within the context of this clause means in relation to the relevant Lease the difference between the new rent and the rent passing under the relevant Lease immediately prior to the relevant review date) payable following the conclusion of any such rent review (and any interest recoverable upon the increased rent) then the Purchaser shall pay to the Vendor the proportion of the increased rent for the period from the relevant review date to the date of completion and produce to the Vendor evidence as to the amount of the new rent as determined under the rent review provisions contained in the relevant Lease.

23. Where the Abstract of Title to a Portfolio or a part thereof includes the NIT Conveyance or the Lambton Conveyance the Vendor will have purchased the Portfolio or the relevant

part thereof subject to the exceptions reservations and other matters contained or referred to in the NIT Conveyance or the Lambton Conveyance (as the case may be) and except as is apparent on inspection of the Portfolio and the Abstract of Title so far as the Vendor is aware none of the said exceptions reservations and other matters adversely affect the Portfolio. The Purchaser will accept that the Portfolio is subject to such matters so far as the same affect the Portfolio and will not raise any objection or requisition in anywise relating thereto.

24. Where the Abstract of Title to the Property or any part thereof commences and consists of the Statutory Declaration the same is sold subject to such incumbrances covenants conditions restrictions provisions and other matters as may affect the same without any obligation upon the part of the Vendor to supply any particulars or information in connection with the same and the Purchaser shall not raise any requisition or objection in connection therewith PROVIDED that the Vendor shall be under an obligation to impart and communicate to the Purchaser as soon as possible all particulars documents or information which may come into the Vendor's possession or to its knowledge prior to the date of actual completion and which concern the subject matter of the Statutory Declaration.

25. The Vendor warrants that it has made or caused to be made applications to Her Majesty's Land Registry for registration of title to the Rentcharges referred to in the First Part of Schedule Thirteen hereto and that the Vendor has made or will

make payment of all fees attracted by such applications. The applications have not been completed at the date hereof and title thereto shall be deduced by supplying to the Purchaser a copy of the Transfers particulars whereof are set forth in the Thirteenth Schedule hereto together with the Vendor's solicitors authority for the Purchaser's solicitors to inspect either the registers or the documents lodged in support of such applications.

26. The Purchaser shall not raise any requisition or objection as to the form in which the Rentcharges were reserved.

27. The Purchaser having been supplied with copies of the Transfers particulars whereof are set forth in the Thirteenth Schedule hereto containing the names and addresses of the original grantors of the Rentcharges the Purchaser shall not be entitled to any abstract or evidence of the title of the original grantors to the land out of which the Rentcharges were issued.

28. The Vendor will assign to the Purchaser at the request and cost of the Purchaser as from the actual date of completion for its absolute benefit all rights and remedies which are vested in the Vendor under or by virtue of any Guarantees or warranties whether express or implied given in respect of any building repair renewal or other works at or upon the Property or any part of the Property by any Contractor undertaking such works where the period of the Guarantee or warranty (as the case may

be) has not expired prior to the actual date of completion.

29(1) On completion the Vendor will hand to the Purchaser full and complete statements of the rent insurance rent and service charge records as invoiced against the tenant occupier or licensee of any lettable unit on the Property covering the twelve month period ending with the actual day of completion.

29(2) To facilitate and to ensure continuity in the collection arrangements for the rent and other sums payable under the Leases the Licences and the Rentcharges and which fall due for payment on the 30th June 1988 quarter day the Vendor will print and hand over on completion the rent and service charge demands which but for completion it would have sent to all tenants occupiers and licensees of the Property.

30(1) As soon as possible following the date of actual completion but in the case of the period mentioned in sub clause (i) below not later than 31st July 1988 and in the case of the period mentioned in sub clause (ii) below not later than 31 August 1988 the Vendor will at its own expense finalise the computation of the actual expenditure and receipts in hand from tenants under the provisions of the Leases the Licences and the Rentcharges (including any former leases and licences granted by WDC) and will produce to the Purchaser audited statements ("the Service Charge Statements") of the relevant expenditure and income for the undermentioned periods:

- (i) the twelve months ending on the 31st March 1988 and
- (ii) the period commencing on the 1st April 1988 and ending on the date of actual completion.

30(2) The Service Charge Statements shall be prepared and audited in a manner consistent with the method and manner of preparation and presentation previously adopted by WDC and shall include provision for such monies as in accordance with the previous practice of WDC has been payable by the Vendor in respect of expenditure which the Vendor has been unable to recover from tenants licensees occupiers or other third parties.

30(3) The Vendor shall be entitled to be paid/reimbursed by or from the tenants licensees or occupiers of the Property for all items and sums of provable expenditure which either it or WDC has incurred between the 1st April 1987 and the date of actual completion.

30(4) The Vendor and the Purchaser shall be and remain mutually bound to each other after completion to account for and pay or allow to each other the actual amounts ascertained as a result of the production of the Service Charge Statements for the period commencing 1 April 1987 and ending on the date of actual completion.

31(1) Upon completion the Vendor will pay or allow to the

Purchaser the following amounts (which together shall not be less than £400,000):

- (a) all unexpended balances held by the Vendor/WDC pursuant to the service charge provisions contained in the Leases and the Licences less a retention of Six thousand pounds (£6,000) which shall be set against any expenditure properly incurred by the Vendor prior to the date of actual completion but in respect whereof full particulars invoices or accounts have not been received by the Vendor at the actual date of completion
- (b) all unexpended balances held by the Vendor pursuant to the terms of any Lease or Licence under which any tenant or licensee is liable to contribute towards the maintenance of landscaped areas less a retention of Two thousand pounds (£2,000) which shall be set against any expenditure properly incurred by the Vendor prior to the date of actual completion but in respect whereof full particulars invoices or accounts have not been received by the Vendor at the actual date of completion
- (c) all sums held by the Vendor as at completion pursuant to any Lease or Licence (including interest accrued to such sums pursuant to the relevant Lease or Licence) under which any tenant or licensee is

liable to contribute towards the cost of roof and/or heater replacement less a retention of Two thousand pounds (£2,000) which shall be set against any expenditure properly incurred by the Vendor prior to the date of actual completion but in respect whereof full particulars invoices or accounts have not been received by the Vendor at the actual date of completion

All monies retained by the Vendor under the provisions of this Sub-clause shall be invested in an interest bearing account in accordance with the procedure previously adopted by WDC.

31(2) Within 60 days after completion the Vendor will supply to the Purchaser documentary evidence showing how the monies paid or allowed by the Vendor to the Purchaser referred to in sub clause (1) of this clause are broken down as between individual tenants and the Portfolios together with such documentary evidence as the Purchaser may reasonably require to administer the systems regarding the service charge provisions contained or referred to in the Leases and Licenses.

32. Subject to the proviso to this clause the Purchaser (with the object of affording to the Vendor a full indemnity but not further or otherwise) hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times henceforth observe and perform all conditions and provisions relating to Regional Development Grants made by the

Department of Trade and Industry in respect of the Property and indemnify the Vendor against all actions claims demands and liability by or to the said Department of Trade and Industry in respect thereof so far as the same affect the Property and are still subsisting and capable of being enforced PROVIDED THAT this clause shall not apply to any particular Regional Development Grant as to which:-

- (1) a condition has already been breached and the grant (or part thereof) has become repayable or
- (2) the breach or non-compliance causing the grant (or part thereof) to become repayable shall be committed by the tenant or occupier of the particular unit and not by the Purchaser

33. The income and outgoings of the Property shall be apportioned on the basis that the day of actual completion is apportioned to the Vendor but for the purposes of the parties calculating the amounts due from the Vendor to the Purchaser upon completion all rents service charge contributions and other payments due to the parties as landlord or licensor under the Leases and Licences shall be apportioned upon the basis of monies actually received by the Vendor as at the 30th day of June 1988 and if after such date the Vendor shall receive any monies attributable to any period after the date of actual completion the Vendor shall account to the Purchaser for the relevant amount.

34. The Vendor hereby covenants with the Purchaser to maintain the access roads footpaths and sewers both serving and forming part of the Property shown on the Adoption Drawings numbered E18/02/235-246 inclusive and E18/02/256 drawn up by WDC and agreed as prospectively adoptable by Sunderland Borough Council until the same are respectively adopted and become maintainable by the said Sunderland Borough Council on behalf of the inhabitants at large and the Vendor further covenants to keep the Purchaser indemnified from and against all road making sewerage and other analogous charges and liabilities in respect thereof.

35. The Purchaser hereby covenants with the Vendor as from the date of actual completion to observe and perform the covenants and conditions on the part of the Vendor as landlord or licensor contained or referred to in the Leases and the Licences and to indemnify the Vendor from and against all actions claims demands and liabilities in respect thereof.

IN WITNESS whereof the parties hereto have hereunto set their common seals the day and year first hereinbefore written

*THE COMMON SEAL of
WASHINGTON DEVELOPMENTS
LIMITED was herewith
affixed in the presence of.*

s. 40(2)



SCHEDULE ONE

Armstrong Industrial Estate and Armstrong House Washington
Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THOSE pieces or parcels of freehold land delineated on plan number 1A attached (hereinafter called 'Plan 1A') and thereon coloured round with red (but excluding those parcels coloured blue) including ALL THAT piece or ALL THOSE pieces (as the case may be) of land coloured yellow on Plan 1B for all the estate and interest of the Vendor therein together with the buildings and other erections constructed thereon or on some part thereof ALL WHICH land and buildings form part of the Armstrong Industrial Estate and Armstrong House Washington aforesaid.

SECOND PART

(Title)

All references to colouring or hatching in this part of this Schedule are references to colouring or hatching on Plan 1B.

1. As to that part of the land coloured pink hatched black (DP 50/3) the Abstract of Title shall commence with the NIT Conveyance.

2. As to that part of the land coloured green (DP 120) the Abstract of Title shall commence with a Conveyance dated 12 July 1968 and made between The Secretary of State for Defence (1) and WDC (2).

3. As to those pieces of land coloured yellow (DP/SD) WDC having no documentary title the Abstract of Title shall commence with and consist of the Statutory Declaration.

THIRD PART
(Incumbrances)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 1B.

1. As to that part of the land coloured pink hatched black (DP 50/3) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the NIT Conveyance and in a Conveyance dated 18 April 1946 and made between W H W Musgrave (1) P H Wykeham and A A H Wykeham (2) and Northern Industrial Improvement Trust Limited (3).

2. As to that part of the land coloured green (DP 120) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 12 July 1968 and a Conveyance dated 30 December 1939 and made between Northern Industrial Improvement Trust

Limited (1) Newcastle Upon Tyne Permanent Building Society (2) His Majesty's Principal Secretary of State for the War Department (3) and a Conveyance dated 7 October 1940 and made between W H W Musgrave (1) and P H Wykeham and A A H Wykeham (2) and His Majesty's Principal Secretary of State for the War Department (3).

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
3.8.1983	Sub station Blackfell Road	WDC (1) NEEB (2)
3.1.1985	Sub station A	WDC (1) NEEB (2)
3.1.1985	Sub station B	WDC (1) NEEB (2)
20.3.1987	4 Armstrong Road	WDC (1) F Dawson and D Robson Trustees of the Herrington Y M C A (2)
24.10.1986	6 Armstrong Road	WDC (1) Mercury Communications Limited (2)
6.4.1987	7 Armstrong Road	WDC (1) Eurocol (UK) Limited (2)
28.7.1987	8 Armstrong Road	WDC (1) A D M (North East) Limited (2)

12.10.1982	1/2 Donkin Road	WDC (1) A D M (North East) Limited (2)
10.2.1983	3 Donkin Road	WDC (1) Clares Equipment Limited (2)
13.11.1984	4 Donkin Road	WDC (1) J U Wilkinson and R W Wilkinson t/a Dawne Instruments & Electronics (2)
19.4.1982	5 Donkin Road	WDC (1) SGB Group Plc (2)
17.10.1983	6 Donkin Road	WDC (1) N A C R O Limited (2)
1.10.1984	7 Donkin Road	WDC (1) N A C R O Limited (2)
2.8.1978	8 Donkin Road	WDC (1) Peter Abbott & Company Limited (2)
14.12.1987	9 Donkin Road	WDC (1) Electric Vehicle Systems Limited (2)
14.2.1983	10 Donkin Road	WDC (1) Norbus Limited (2)
24.7.1980	11 Donkin Road	WDC (1) Adapt Vending Services Limited (2)
6.2.1979	12 Donkin Road	WDC (1) R G Hundleby t/a Computer Supplies Company (2)

20.10.1986	14 Donkin Road	WDC (1) Maidentree Engineering Limited (2)
21.10.1985	15 Donkin Road	WDC (1) T Murray Limited (2)
24.10.1978	16 Donkin Road	WDC (1) Salter Industrial Measurement Limited (2)
6.5.1985	18 Donkin Road	WDC (1) Dreamfore Limited t/a Top Gear Fashions (2)
5.7.1983	19 Donkin Road	WDC (1) Dreamfore Limited (2)
30.9.1980	4 Elswick Road	WDC (1) Roy Burn (2)
2.8.1987	5 Elswick Road	WDC (1) Heating Replacement Parts Limited (2)
18.12.1986	6 Elswick Road	WDC (1) Breamish Engineering Limited t/a John Ramsey Engineering (2)
10.4.1984	7 Elswick Road	WDC (1) Mr and Mrs A I Moir t/a Aid Materials Handling Company (2)
17.10.1984	8 Elswick Road	WDC (1) Frozen North Limited (2)
19.1.1988	9 Elswick Road	WDC (1) The Spastics Society (2)

8.7.1982	10 Elswick Road	WDC (1) W M Cummings and D L Woods t/a Pelton Fell Fabrications (2)
13.11.1984	11 Elswick Road	WDC (1) Harry Fairly Adair t/a Majorlane Limited (2)
1.4.1986	12 Elswick Road	WDC (1) Majorlane Limited (2)
20.7.1987	13 Elswick Road	WDC (1) Skillsymbol Limited (2)
1.12.1981	15 Elswick Road	WDC (1) J Thompson & R Megenniss t/a T T Print (2)
6.3.1974	16 Elswick Road	WDC (1) T K Fielder Limited (2)
13.9.1974	17 Elswick Road	WDC (1) Hamech Limited (2)
26.1.1988	18 Elswick Road	WDC (1) Tile Warehouse (Newcastle) Limited (2)
26.2.1987	19 Elswick Road	WDC (1) Charles West & Sons Limited (2)
27.11.1986	20 Elswick Road	WDC (1) Porter Lancastrian Limited (2)
25.11.1986	22 Elswick Road	WDC (1) T Lloyd & M I Lloyd t/a Lloyds Blinds (2)
6.5.1974	27 Elswick Road	WDC (1) Chester Metal Co Limited (2)

15.3.1988	1 Whitworth Road	WDC (1) R A J Hall and K Cleghorn t/a Advanced Powder Coatings (2)
30.5.1986	2 Whitworth Road	WDC (1) Eaglebrand Limited (2)
29.5.1987	3 Whitworth Road	WDC (1) Hillary's Blinds (Northern) Limited (2)
27.1.1987	4 Whitworth Road	WDC (1) Hillary's Blinds (Northern) Limited (2)
9.5.1983	9 Whitworth Road	WDC (1) D R G (UK) Limited (2)
12.6.1987	10 Whitworth Road	WDC (1) John Carr & Carolyn Longville (2)
2.2.1987	11 Whitworth Road	WDC (1) Sydney Duffy (2)
6.1.1988	12 Whitworth Road	WDC (1) Sesmarine Limited (2)
21.4.1980	13 Whitworth Road	WDC (1) Maple Leaf Carpet Cleaners Limited (2)
5.5.1981	15 Whitworth Road	WDC (1) Audioville Limited t/a Apex Electrical Distribution (2)
16.1.1980	16 Whitworth Road	WDC (1) Hans Gygli (UK) Limited (2)

9.3.1983	17 Whitworth Road	WDC (1) J L Gray t/a Swanston Industrial Services (2)
5.1.1983	18 Whitworth Road	WDC (1) Software Sciences Limited (2)
18.6.1984	19 Whitworth Road	WDC (1) Hillary's Blinds (Northern) Limited (2)
17.5.1984	20 Whitworth Road	WDC (1) Eaglebrand Limited (2)
24.3.1986	21 Whitworth Road	WDC (1) Arebet Limited (2)
13.12.1982	22 Whitworth Road	WDC (1) United Photofinishers Limited (2)
23.2.1983	Unit A Armstrong House	WDC (1) Microcomputing Limited (2)
14.11.1983	Unit A Armstrong House (Supplemental Lease)	WDC (1) Microcomputing Limited (2)
20.10.1987	Unit B Armstrong House	WDC (1) Hewlett Packard Limited (2)
25.6.1980	Unit C Armstrong House	WDC (1) Service In Informatics & Analysis Limited (2)
19.5.1980	Unit D Armstrong House	WDC (1) Co-operative Insurance Society Limited (2)

17.2.1988	Unit 1.1 Armstrong House	WDC (1) Abbey Life Assurance Company Limited (2)
15.11.1982	Unit 1.2 Armstrong House	WDC (1) Sorensen & Co Limited (2)
22.2.1984	Unit 1.3 Armstrong House	WDC (1) Sorco Engineering Limited (2)
7.6.1984	Unit 1.4 Armstrong House	WDC (1) Microdata Information Systems Limited (2)

FIFTH PART
(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
28.7.1987	Agreement Rent Concession	8 Armstrong Road	ADM (North East) Limited (1) WDC (2)
13.11.1984	Agreement Rent Concession	4 Donkin Road	J U Wilkinson & R W Wilkinson (1) WDC (2)
2.12.1987	Licence to Assign	5 Donkin Road	WDC (1) SGB Group Plc (2) Peter Cox Group Limited (3)
28.7.1982	Licence to Assign	8 Donkin Road	WDC (1) Peter Abbott & Co (Holdings) Limited (formerly Peter Abbott & Co Limited)(2) James Gill (3)

20.10.1986	Agreement Rent Concession	14 Donkin Road	Maidentree Engineering Limited (1) T W Fawcett (2) WDC (3)
9.2.1987	Licence to Assign and Deed of Variation	14 Donkin Road	WDC (1) Maidentree Engineering Limited (2) DP Fasteners Limited (3)
9.2.1987	Supplemental Deed	14 Donkin Road	WDC (1) DP Fasteners Limited (2) D McMaster and P T Crowther (3)
7.1.1988	Agreement to Licence	17 Donkin Road	Rosette Clothing Co (1) WDC (2)
6.5.1985	Agreement Rent Concession	18 Donkin Road	Dreamfore Limited t/a Top Gear Fashions (1) WDC (2)
23.10.1987	Licence to Assign and Deed of Variation	4 Elswick Road	WDC (1) Roy Burn (2) Gary Burn t/a Ritz Kitchens (3)
10.4.1984	Agreement Rent Concession	7 Elswick Road	Mr and Mrs A I Moir t/a Aid Materials Handling Company (1) WDC (2)
13.11.1984	Agreement Rent Concession	11 Elswick Road	Harry Fairley Adair (1) WDC (2)
1.4.1986	Agreement Rent Concession	12 Elswick Road	Majorlane Limited (1) Harry Fairley

			Adair (2) WDC (3)
20.7.1987	Agreement Rent Concession	13 Elswick Road	Skillsymbol Limited (1) Robert Wilson Brown (2) WDC (3)
19.9.1978	Licence to Assign	16 Elswick Road	WDC (1) T K Fielder (2) Visionhire Limited (3)
26.1.1988	Agreement Rent Concession	18 Elswick Road	Tile Warehouse (Newcastle) Limited (1) J C Potts (2) WDC (3)
25.11.1986	Agreement Rent Concession	22 Elswick Road	T Lloyd & M I Lloyd t/a Lloyds Blinds (1) WDC (2)
10.9.1979	Deed of Variation	27 Elswick Road	WDC (1) Chester Metal Company Limited (2)
30.5.1986	Agreement Rent Concession	2 Whitworth Road	Eaglebrand Limited (1) W H Wallace and R Bain (2) WDC (3)
29.5.1987	Agreement Rent Concession	3 Whitworth Road	Hillary's Blinds (Northern) Limited (1) Hillary's Blinds Limited (2) WDC (3)
27.1.1987	Agreement Rent Concession	4 Whitworth Road	Hillary's Blinds (Northern) Limited (1) Hillary's Blinds Limited (2)

			WDC (3)
14.11.1987	Agreement to Licence	14 Whitworth Road	WDC (1) Optima Furniture Limited (2)
18.6.1984	Agreement Rent Concession	19 Whitworth Road	Hillary's Blinds Limited (1) Hillary's Blinds (Northern) Limited (2) WDC (3)
2.7.1984	Agreement Rent Concession	20 Whitworth Road	Eaglebrand Limited (1) WDC (2)
24.3.1986	Agreement Rent Concession	21 Whitworth Road	Arebet Limited (1) WDC (2)
4.11.1985	Deed of Variation	1.2 Armstrong House	WDC (1) Sorco Engineering Limited (2)

SCHEDULE TWO

Crowther Industrial Estate Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THOSE pieces or parcels of freehold land delineated on the plan number 2A attached (hereinafter called 'Plan 2A') and thereon coloured round with red (but excluding those parcels coloured blue) including ALL THAT or ALL THOSE pieces or parcels (as the case may be) of land coloured yellow on Plan 2B for all the estate and interest of the Vendor therein together with the

buildings and other erections constructed thereon or on some part thereof ALL WHICH land and buildings form part of the Crowther Industrial Estate Washington aforesaid.

SECOND PART

(Title)

All references to colouring or hatching in this part of this Schedule are references to colouring or hatching on Plan 2B.

1. As to that part of the land coloured pink and coloured pink hatched black (DP 50/3 and DP 50/5) the Abstract of Title shall commence with the NIT Conveyance.

2. As to those pieces of land coloured purple (DP 219) the Abstract of Title shall commence with a Conveyance dated 17 June 1969 and made between J H Goodfellow (1) and WDC (2).

3. As to those pieces of land coloured blue (DP 303) the Abstract of Title shall commence with a Conveyance dated 17 July 1970 and made between J Foster (1) and WDC (2).

4. As to that part of the land coloured grey (DP 205) the Abstract of Title shall commence with a Conveyance dated 29 April 1969 and made between W A Lowther (1) Martins Bank Limited (2) and WDC (3).

5. As to those pieces of land coloured orange (DP 356) the

Abstract of Title shall commence with a Conveyance dated 1 February 1971 and made between F W Blacklock (1) and WDC (2).

6. As to that part of the land coloured green (DP 44) the Abstract of Title shall commence with the Lambton Conveyance.

7. As to that part of the land coloured yellow (DP/SD) the Abstract of Title shall commence with and consist of the Statutory Declaration.

THIRD PART
(Incumbrances)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 2B.

1. As to that part of the land coloured pink hatched black (DP 50/3) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the NIT Conveyance and a Conveyance dated 18 April 1946 and made between W H W Musgrave (1) P H Wykeham and A A H Wykeham (2) and Northern Industrial Improvement Trust Limited (3).

2. As to that part of the land coloured pink (DP 50/5) the incumbrances conditions restrictions provisions and other matters contained in or referred to in the NIT Conveyance an Indenture dated 22 June 1920 made between J Hall (1) and The Washington Coal Company Limited (2) an Indenture dated 20

November 1924 and made between G R Bowmer and G W Bowmer (1) The Washington Coal Company Limited (2) and a Conveyance dated 20 December 1935 made between The Washington Coal Company Limited (1) Lloyds Bank Limited (2) Northern Industrial Improvement Trust Limited (3).

3. As to those pieces of land coloured purple (DP 219) the incumbrances conditions restrictions provisions and other matters contained in or referred to in the said Conveyance dated 17 June 1969 and a Conveyance dated 12 February 1951 and made between The Honourable Claud Lambton and David Alexander Gray (1) and C R Knaggs (2).

4. As to those pieces of land coloured blue (DP 303) the incumbrances conditions restrictions provisions and other matters contained in or referred to in the said Conveyance dated 17 July 1970 a Conveyance dated 29 December 1951 and made between The Honourable Claud Lambton and D A Gray (1) H C Hornsby & G Hornsby (2) a Conveyance dated 12 October 1956 and made between Sir W W Gibson and D A Gray (1) and H C Hornsby and G Hornsby (2) and a Conveyance dated 14 September 1964 and made between A J R Collins D A Gray and R O Stanley (1) and H C Hornsby and G Hornsby (2).

5. As to those pieces of land coloured grey (DP 205) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 29 April 1969.

6. As to that part of land coloured orange (DP 356) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 1 February 1971 and two Conveyances dated 11 January 1958 and 19 September 1962 and made between Sir W W Gibson and D A Gray (1) and F W Blacklock (2).

7. As to that part of the land coloured green (DP 44) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the Lambton Conveyance and a Conveyance and Deed of Grant and Release and in a Lease of Easements both dated 3 May 1956 and made between The Right Honourable J F Earl of Durham (1) The Honourable C Lambton and A J R Collins (2) and The National Coal Board (3).

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
23.3.1984	Sub station at Crowther Road	WDC (1) NEEB (2)
24.8.1984	Sub station 30	WDC (1) NEEB (2)
20.9.1984	Sub station 40	WDC (1) NEEB (2)
29.10.1984	Sub station at Harvey Close	WDC (1) NEEB (2)
20.11.1984	Sub station near Hutton Close	WDC (1) NEEB (2)

21.12.1984	Sub station at Brockwell Road	WDC (1) NEEB (2)
13.8.1985	1 Brockwell Road	WDC (1) Solvitol Limited (2)
5.12.1986	2 Brockwell Road	WDC (1) Durham Printing Limited (2)
14.1.1983	4/5 Brockwell Road	WDC (1) F J O'Connor t/a Curl Engineering (2)
13.1.1987	2 Crowther Road	WDC (1) Canford Audio Limited (2)
13.2.1981	1 Harvey Close	WDC (1) Lancer Boss Limited (2)
23.11.1987	2 Harvey Close	WDC (1) SQR Printing Services Limited (2)
30.3.1981	3 Harvey Close	WDC (1) Atlas Copco (GB) Limited (2)
3.4.1979	4/5 Harvey Close	WDC (1) Thompson (Furnishers) Limited (2)
17.12.1984	6 Harvey Close	WDC (1) Thompson (Furnishers) Limited (2)
25.5.1987	8 Harvey Close	WDC (1) Hylton Roofing Limited (2)
26.4.1982	9 Harvey Close	WDC (1) Safety-Kleen Parts Washer Service Limited (2)
22.6.1987	11 Harvey Close	WDC (1) Community Task Force (2)
26.2.1985	12 Harvey Close	WDC (1) Bastion Glass Fibre Rod & Sections Limited (2)

22.9.1986	15 Harvey Close	WDC (1) Dickinson Design Studios Limited (2)
3.9.1986	16 Harvey Close	WDC (1) Bearfollow Limited t/a Darbyshire Steel (Profilers) (2)
31.5.1977	20 Harvey Close	WDC (1) Messrs Parker & Murphy t/a Icelandic Frozen Foods (2)
9.6.1987	21 Harvey Close	WDC (1) Cearns & Brown Limited (2)
15.6.1987	22 Harvey Close	WDC (1) Nightfreight (Holdings) Limited (2)
23.5.1978	23 Harvey Close	WDC (1) Penshaw Engineering Limited (2)
8.1.1982	24 Harvey Close	WDC (1) Davro Precision Engineering (Washington) Limited (2)
16.1.1981	25 Harvey Close	WDC (1) A S Hankinson for and on behalf of North of England Museum Service (2)
19.2.1988	26 Harvey Close	WDC (1) Pipe Seal Limited (2)
11.10.1982	27 Harvey Close	WDC (1) M Wakefield and S Catterson t/a Impact Advertising (2)
21.2.1986	29 Harvey Close	WDC (1) Messrs Hepple Foster & Crozier t/a Washington Food Broker (2)
26.6.1984	32 Harvey Close	WDC (1) Community Task Force (2)

24.9.1984	33 Harvey Close	WDC (1) D Ivers t/a Ivers Glass Fibre Moulding (2)
8.7.1981	34/35/36 Hutton Close	WDC (1) Littlefuse (GB) Limited (2)
7.1.1988	46/47 Hutton Close	WDC (1) P B Kershaw M Hallard & C D Renney as Trustees for Wearside Disablement Centre Trust (2)
3.6.1975	48 Hutton Close	WDC (1) Anatomical Plastics (London) Limited (2)
15.10.1986	50 Hutton Close	WDC (1) RMC Panel Products Limited (2) RMC Group Services Limited (3)
24.6.1982	52 Hutton Close	WDC (1) Tripower Limited (2)
11.12.1987	53 Hutton Close	WDC (1) North Eastern Components (International) Limited (2)
28.10.87	56 Hutton Close	WDC (1) G Winter t/a Anguilla Exports (2)
13.5.1975	57 Hutton Close	WDC (1) Allsop and Cathey t/a Hi-Line Manufacturing Marketing Company (2)
18.3.1980	58 Hutton Close	WDC (1) Century Glass Fibre Limited (2)
22.8.1984	59/60/61 Hutton Close	WDC (1) Worthington-Simpson Limited (2)
4.4.1986	65 Hutton Close	WDC (1) SMC Pneumatics (UK) Limited (2)

4.2.1983	66 Hutton Close	WDC (1) F Uttley & Son Limited (2)
7.2.1986	67 Hutton Close	WDC (1) Allan Roofing (South) Limited (2)
22.12.1975	69 Hutton Close	WDC (1) A C D Coatings Limited (2)
13.6.1975	70 Hutton Close	WDC (1) Ventek Limited (2)
24.11.1975	71 Hutton Close	WDC (1) Select Sports Limited (2)
31.12.1985	4A Tilley Road	WDC (1) The Secretary of State for Social Services (2)
3.6.1981	14 Tilley Road	WDC (1) Smithers Oasis U.K. Limited (2)

FIFTH PART

(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
13.8.1985	Agreement Rent Concession	1 Brockwell Road	Solvitol Limited (1) WDC (2)
5.12.1986	Agreement Rent Concession	2 Brockwell Road	Durham Printing Limited (1) Roland Bottoms (2) WDC (3)
13.1.1987	Agreement Rent Concession	2 Crowther Road	Canford Audio Limited (1) H M Williams and I S Elliott (2) WDC (3)

23.11.1987	Agreement Rent Concession	2 Harvey Close	SQR Printing Services Limited (1) T Potts and J Williamson (2) WDC (3)
17.12.1984	Agreement Rent Concession	6 Harvey Close	Thompson (Furnishers) Limited (1) WDC (2)
26.2.1985	Agreement Rent Concession	12 Harvey Close	Bastion Glass Fibre Rod & Sections Limited (1) J L Redmayne and J P Robson (2) WDC (3)
22.9.1986	Agreement Rent Concession	15 Harvey Close	Dickinson Design Studios Limited (1) E Dickinson (2) WDC (3)
20.9.1979	Licence to Assign	20 Harvey Close	WDC (1) B Parker and T Murphy t/a Icelandic Frozen Foods (2)
26.7.1985	Licence to Assign	20 Harvey Close	WDC (1) Iceberg Frozen Foods Limited (2) The Faroe Seafood Company Limited (3)
29.2.1988	Deed of Rectification	22 Harvey Close	WDC (1) Nightfreight (Holdings) Limited (2)
24.9.1984	Licence to Assign	25 Harvey Close	WDC (1) North of England Museum Service (2) Hammond & Champness Limited (3)

19.2.1988	Agreement Rent Concession	26 Harvey Close	Pipeseal Limited (1) WDC (2)
16.5.1983	Licence to Assign	27 Harvey Close	WDC (1) M Wakefield and S Catterson (2)
19.11.1987	Agreement to Licence	30 Harvey Close	WDC (1) The Council of the Borough of Sunderland (2)
24.9.1984	Agreement Rent Concession	33 Harvey Close	D Ivers t/a Ivers Glass Fibre Moulding (1) WDC (2)
11.12.1987	Agreement Rent Concession	53 Hutton Close	North Eastern Components (International) Limited (1) Messrs Hobb & Parry (2) WDC (3)
18.3.1980	Licence To Alter	58 Hutton Close	WDC (1) Century Glass Fibre Limited (2) T M Chilcott and S P Chilcott and D G Canessa (3)
26.9.1986	Deed of Release	58 Hutton Close	WDC (1) D G Canessa (2)
22.8.1984	Agreement Rent Concession	59/60/61 Hutton Close	Worthington- Simpson Limited (1) Midland Bank Plc (2) WDC (3)
25.8.1987	Supplemental Deed	59/60/61 Hutton Close	WDC (1) Worthington- Simpson Limited (2) Midland Bank Plc (3) Dresser UK Limited (4)

25.8.1987	Licence to Assign	59/60/61 Hutton Close	WDC (1) Worthington-Simpson Limited (2) Dresser (UK) Limited (3)
21.7.1987	Licence to Assign	66 Hutton Close	WDC (1) F Uttley & Son Limited (2) Arrow Handling Limited (3)
2.8.1979	Licence to Assign & Change of Use	69 Hutton Close	WDC (1) A C D Coatings Limited (2) E T Marler Limited (3)
17.10.1980	Licence to Assign	69 Hutton Close	WDC (1) A C D Coatings Limited (2) Kristal Screen Products Limited (3)

SCHEDULE THREE

Glover Industrial Estate Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THAT freehold property delineated on plan number 3A attached (hereinafter called 'Plan 3A') and thereon coloured round with red together with the buildings and other erections constructed thereon or on some part thereof forming part of the industrial estate situate and known as the Glover Industrial Estate Washington.

SECOND PART

(Title)

WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 11722.

THIRD PART

(Incumbrances)

The entries in the Property and Charges Register of the said Title Number TY 11722.

FOURTH PART

(The Leases)

DATE	PREMISES	PARTIES
10.5.1985	Sub station near Northumberland Way	WDC (1) NEEB (2)
4.11.1985	Sub station at Tower Road	WDC (1) NEEB (2)
28.1.1987	Sub station at Glover Road	WDC (1) NEEB (2)
26.2.1987	3 Tower Road	WDC (1) Minkrose Limited t/a Good & Ready (2)
5.11.1987	4 Tower Road	WDC (1) Hardware Design & Technical Services Limited (2)
29.9.1986	5 Tower Road	WDC (1) Walker Filtration Limited (2)

27.2.1985	7 Tower Road	WDC (1) Sundwell Solar Limited (2)
14.3.1986	8 Tower Road	WDC (1) Keypace Limited t/a Air Vent Installations (2)
5.2.1988	9 Tower Road	WDC (1) North Sea Cables Ltd (2)
28.7.1986	11 Tower Road	WDC (1) Seabourne Express Limited (2)
23.7.1985	12 Tower Road	WDC (1) JAS Print Limited & Lasergraphics Print Bureau Limited (2)
22.10.1984	13 Tower Road	WDC (1) Calberto Limited (2)
8.8.1985	14 Tower Road	WDC (1) Calberto Limited (2)
28.2.1985	16 Tower Road	WDC (1) Malcolm Delingpole Fasteners Limited (2)
16.10.1985	17 Tower Road	WDC (1) Mr T A Carrick t/a Terence Alexander Furniture Design (2)

FIFTH PART

(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
29.9.1986	Agreement Rent Concession	5 Tower Road	Walker Filtration Limited (1) Brian Walker (2) WDC (3)
14.3.1986	Agreement Rent Concession	8 Tower Road	Keypace Limited t/a Air Vent Installations (1) WDC (2)

5.2.1988	Agreement Rent Concession	9 Tower Road	North Sea Cables Ltd (1) M Knox (2) WDC (3)
23.7.1985	Agreement Rent Concession	12 Tower Road	JAS Print Limited and Lasergraphics Print Bureau Limited (1) J B Rowell and D Rowell (2) WDC (3)
22.10.1984	Agreement Rent Concession	13 Tower Road	Calberto Limited (1) N W Grievson and E A Grievson (2) WDC (3)
8.8.1985	Agreement Rent Concession	14 Tower Road	Calberto Limited (1) N W Grievson and E A Grievson (2) WDC (3)
13.2.1987	Agreement for Lease	18 Tower Road	WDC (1) Thermon (UK) Limited (2)
28.3.1986	Agreement for Lease	Unit B Glover Road	WDC (1) NIKE (UK) Limited (2)

SCHEDULE FOUR

Hertburn Industrial Estate and Vermont House Washington Tyne &
Wear

FIRST PART

(Description of Portfolio)

ALL THOSE pieces or parcels of freehold land delineated on plan
number 4A attached (hereinafter called 'Plan 4A') and thereon
coloured round with red (but excluding those parcels coloured

blue) including ALL THAT piece or ALL THOSE pieces (as the case may be) of land coloured yellow on Plan 4B for all the estate and interest of the Vendor therein together with the buildings and other erections constructed thereon or on some part thereof ALL WHICH land and buildings form part of the Hertburn Industrial Estate and Vermont House Washington aforesaid.

SECOND PART

(Title)

All references to colouring or hatching in this part of this Schedule are references to colouring or hatching on Plan 4B.

1. As to that part of the land hatched red (DP 1380) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 144501.

2. As to those pieces of land coloured brown (DP 911) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 56875.

3. As to that part of land hatched blue (DP 50) the Abstract of Title shall commence with the NIT Conveyance.

4. As to those pieces of land coloured pink hatched black (DP 171) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 11722.

5. As to that part of the land coloured yellow (DP/SD) WDC having no documentary title the Abstract of Title shall commence with and consist of the Statutory Declaration.

6. As to those pieces of land coloured pink (DP 171/NR) the Abstract of Title shall commence with a Conveyance dated 5 December 1968 and made between Tubes (Equipment) Limited (1) and T I (Group Services) Limited (2) and WDC (3).

7. As to that part of the land coloured blue (DP 35) the Abstract of Title shall commence with a Conveyance dated 9 January 1967 and made between Vibroplant Limited (1) and WDC (2).

8. As to that part of the land coloured grey (DP 298) the Abstract of Title shall commence with a Conveyance dated 3 August 1970 and made between R E M D Shafto (1) R E M D Shafto R D Shafto E Luxmoore and S F S Armitage (2) and WDC (3).

9. As to that part of the land coloured green (DP 671) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 1113.

THIRD PART
(Incumbrances)

All references to colouring or hatching in this part of this

Schedule are references to colouring and hatching on Plan 4B.

1. As to that part of the land hatched red (DP 1380) the entries in the Property and Charges Registers of the said Title Number TY 144501.

2. As to those pieces of land coloured brown (DP 911) the entries in the Property and Charges Registers of the said Title Number TY 56875.

3. As to that part of the land hatched blue (DP 50) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the NIT Conveyance.

4. As to those pieces of land coloured purple hatched black (DP 171) the entries in the Property and Charges Registers of the said Title Number TY 11722.

5. As to that part of the land coloured yellow (DP/SD) the incumbrances covenants conditions restrictions provisions and other matters as may affect the same.

6. As to those pieces of land coloured purple (DP 171/NR) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated the 5 December 1968 and a Conveyance dated 26 March 1976 and made between WDC (1) and Tubes (Equipment) Limited (2).

7. As to that part of the land coloured blue (DP 35) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 9 January 1967 and a Conveyance dated 15 July 1966 and made between Washington Urban District Council (1) and Vibroplant Limited (2).

8. As to that part of the land coloured grey (DP 298) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 3 August 1970 and a Sewer Agreement dated 20 December 1924 and made between the Urban District Council of Washington (1) and The Whitworth Estates (2).

9. As to that part of the land coloured green (DP 671) the entries in the Property and Charges Registers of the said Title Number TY 1113.

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
21.5.1985	Sub station at Industrial Road	WDC (1) NEEB (2)
20.2.1986	Sub station north of Brindley Road	WDC (1) NEEB (2)
25.2.1982	2 Bridgewater Road	WDC (1) J Raine & G Wade t/a J Systems (2)

12.2.1985	3 Bridgewater Road	WDC (1) The Brightside Mechanical & Electrical Services Group Limited (2)
18.3.1985	7 Bridgewater Road	WDC (1) T R Taylor & S D Mason t/a Trimwear (2)
2.7.1984	8 Bridgewater Road	WDC (1) Messrs R & R Staines t/a S & S Tools (2)
2.12.1987	10 Bridgewater Road	WDC (1) Crusader Home Improvements Limited (2)
17.5.1984	11 Bridgewater Road	WDC (1) Crusader Home Improvements Limited (2)
17.12.1986	12 Bridgewater Road	WDC (1) Northern Glass Limited (2)
15.2.1988	13 Bridgewater Road	WDC (1) Silmor International Limited (2)
8.3.1983	14 Bridgewater Road	WDC (1) Murton Shopfitters Limited (2)
10.6.1987	15 Bridgewater Road	WDC (1) D E S Wilson & G A Owens t/a Owens-Wilson Partnership (2)
1.8.1985	16 Bridgewater Road	WDC (1) Mr & Mrs R Davies t/a T & S Print (2)
28.8.1984	18 Bridgewater Road	WDC (1) Telefusion Plc (2)
14.1.1985	19 Bridgewater Road	WDC (1) G M & J L Dickinson t/a D M G Control Systems (2)
2.8.1982	21 Bridgewater Road	WDC (1) T Raine G Wade and P Stephenson t/a SEECO (2)

13.8.1981	24 Bridgewater Road	WDC (1) YKK Fasteners (UK) Limited (2)
7.7.1976	16 Brindley Road	WDC (1) Crane Aid Services Limited (2)
9.8.1978	17 Brindley Road	WDC (1) L D Mountain Centre Limited (2)
9.8.1977	18 Brindley Road	WDC (1) L D Mountain Centre Limited (2)
31.1.1976	19 Brindley Road	WDC (1) L D Mountain Centre Limited (2)
9.1.1985	22 Brindley Road	WDC (1) L D Mountain Centre Limited (2)
20.10.1976	23 Brindley Road	WDC (1) Armitage Engineering Limited (2)
4.5.1977	24 Brindley Road	WDC (1) Armitage Engineering Limited (2)
10.10.1986	3 Industrial Road	WDC (1) Aabon Engineering Services Limited (2)
3.12.1979	4 Industrial Road	WDC (1) Staveley Electrotechnic Services Limited (2)
4.5.1977	5 Industrial Road	WDC (1) Simplex Time Recorder Co (UK) Limited (2)
1.11.1985	7 Industrial Road	WDC (1) G Everett t/a Everett Davies Print and Design (2)
4.2.1983	8 Industrial Road	WDC (1) Dunelm Testing Services Limited (2)

22.8.1979	12 Industrial Road	WDC (1) Holemasters Limited (2)
16.2.1984	13 Industrial Road	WDC (1) Mather & Platt Limited (2)
5.11.1985	Unit 2 Vermont House	WDC (1) T W Sterling & R M Briss t/a B & S Associates (2)
27.1.1987	Unit 4 Vermont House	WDC (1) Target Life Assurance Company Limited (2)
20.1.1988	Unit 5A Vermont House	WDC (1) M F Davey & R Henson t/a Olympia Systems (2)
3.3.1987	Unit 6 Vermont House	WDC (1) Sun Alliance Pensions Life & Investment Services Limited (2)
11.2.1986	Unit 10 Vermont House	WDC (1) Stephen Robson and Lynne Robson (2)
10.12.1987	Unit 12 Vermont House	WDC (1) D McEwan t/a Northern Financial Services (2)
1.2.1986	Unit 14 Vermont House	WDC (1) G T Crute & B J Kennedy (2)
12.5.1986	Unit 15A Vermont House	WDC (1) Thomas Marron (2)
30.6.1987	Unit 15B Vermont House	WDC (1) Ian Pattinson (Footwear) Limited (2)
4.3.1987	Unit 15C Vermont House	WDC (1) Courtlands Leisure Limited (2)

FIFTH PART
(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
19.7.1987	Licence to Assign	3 Bridgewater Road	WDC (1) Brightside Mechanical and Electrical Services Group Limited (2) Brightside Environmental Engineering Limited (3)
19.8.1985	Agreement to Licence	5 Bridgewater Road	WDC (1) Danish Bacon Plc (2)
18.3.1985	Agreement Rent Concession	7 Bridgewater Road	T R Taylor & S D Mason t/a Trimwear (1) WDC (2)
2.7.1984	Agreement Rent Concession	8 Bridgewater Road	R & R Staines and t/a S & S Tools (1) WDC (2)
2.12.1987	Agreement Rent Concession	10 Bridgewater Road	Crusader Home Improvements Limited (1) WDC (2)
17.5.1984	Agreement Rent Concession	11 Bridgewater Road	Crusader Home Improvements Limited (1) WDC (2)
17.12.1986	Agreement Rent Concession	12 Bridgewater Road	Northern Glass Limited (1) Walter Brown Morris & Amos Morris (2) WDC (3)
10.6.1987	Agreement Rent Concession	15 Bridgewater Road	D S Wilson G A Owens t/a Owens Wilson Partnership (1) WDC (2)
1.8.1985	Agreement Rent Concession	16 Bridgewater Road	R Davies & S R Davies t/a T & S Print (1) WDC (2)

4.11.1987	Agreement to Licence	17 Bridgewater Road	WDC (1) Danish Bacon Plc (2)
17.11.1986	Licence to Assign & Deed of Variation	18 Bridgewater Road	WDC (1) Telefusion Communications Limited (2) Sitelink Communications Limited (3)
14.1.1985	Agreement Rent Concession	19 Bridgewater Road	G M Dickinson & J L Dickinson t/a D M G Control Systems (1) WDC (2)
7.7.1976	Licence to Alter	16 Brindley Road	WDC (1) Crane Aid Services Limited (2)
9.1.1985	Agreement Rent Concession	22 Brindley Road	L D Mountain Centre Limited (1) WDC (2)
18.2.1980	Licence to Assign & Change of Use	5 Industrial Road	WDC (1) Simplex Time Recorder Co (UK) Limited (2) M R Haken t/a Brogden & Haken (3)
1.11.1985	Agreement Rent Concession	7 Industrial Road	G Everett t/a Everett Davies Print and Design (1) WDC (2)
16.11.1987	Agreement to Licence	11 Industrial Road	WDC (1) Insitu Cleaning Co Limited (2)
18.3.1987	Licence to Assign	13 Industrial Road	WDC (1) Mather & Platt Limited (2) Wormald Ansul (UK) Limited (3)
10.8.1987	Agreement to Licence	5B Vermont House	WDC (1) John Smark (2)

29.7.1986	Licence to Assign & Deed of Variation	10 Vermont House	WDC (1) Stephen Robson & Lynne Robson (2) G T Crute & B J Kennedy (3)
15.2.1988	Agreement to Licence	11 Vermont House	WDC (1) Stanley Refrigeration Limited (2)

SCHEDULE FIVE

Parsons Industrial Estate Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THOSE pieces or parcels of freehold land delineated on plan number 5A attached (hereinafter called 'Plan 5A') and thereon coloured round with red (but excluding those parcels coloured blue) including ALL THAT piece or ALL THOSE pieces (as the case may be) of land coloured yellow on Plan 5B for all the estate and interest of the Vendor therein together with the buildings and other erections thereon or on some part thereof ALL WHICH land and buildings form part of Parsons Industrial Estate Washington.

SECOND PART

(Title)

All references to colouring or hatching in this part of this Schedule are references to colouring or hatching on Plan 5B.

1. As to that part of the land hatched blue (DP 1395) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 138867.

2. As to that part of the land coloured green (DP 75) the Abstract of Title shall commence with a Conveyance dated 11 August 1967 and made between Northern Industrial Improvement Trust Limited (1) William Leech (Holdings) Limited (2) and WDC (3).

3. As to those pieces of land coloured brown (DP 220) the Abstract of Title shall commence with a Conveyance dated 20 June 1969 and made between M E Snowdon and L M Snowdon (1) and WDC (2).

4. As to those pieces of land coloured pink (DP 50/3) the Abstract of Title shall commence with the NIT Conveyance.

5. As to that part of the land coloured turquoise (DP 191) the Abstract of Title shall commence with a Conveyance dated 14 March 1969 and made between M A Green (1) and WDC (2).

6. As to that part of the land coloured purple (DP 212) the Abstract of Title shall commence with a Conveyance dated 30 May 1969 and made between Washington Co-operative Society Limited (1) and WDC (2).

7. As to that part of the land coloured red (DP 201) the Abstract of Title shall commence with a Conveyance dated 9 April 1969 and made between A Ritson (1) and WDC (2).

8. As to that part of the land coloured orange (DP 172) the Abstract of Title shall commence with a Conveyance dated 24 December 1968 and made between J Clements (1) and WDC (2).
(2).

9. As to that part of the land coloured grey (DP 112) the Abstract of Title shall commence with a Conveyance dated 24 May 1968 and made between G T Thornton (1) and WDC (2).

10. As to those pieces of land coloured yellow (DP/SD) the Vendor having no documentary title the Abstract of Title shall commence with and consist of the Statutory Declaration.

THIRD PART

(Incumbrances)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 5B.

1. As to that part of the land hatched blue (DP 1395) the entries in the Property and Charges Registers of the said Title Number TY 138867.

2. As to that part of the land coloured green (DP 75) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 11 August 1967 and a Conveyance dated 18 April 1946 and made between W H W Musgrave (1) P H Wykeham and A A H Wykeham (2) and Northern Industrial Improvement Trust Limited (3).

3. As to that part of the land coloured brown (DP 220) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 20 June 1969.

4. As to those pieces of land coloured pink hatched black (DP 50/3) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the NIT Conveyance and a Conveyance dated 18 April 1946 and made between W H W Musgrave (1) P H Wykeham and A A H Wykeham (2) and Northern Industrial Improvement Trust Limited (3).

5. As to that part of the land coloured turquoise (DP 191) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 14 March 1969 and a Conveyance dated 27 April 1909 and made between J M Snowdon (1) and J Nicholson (2).

6. As to that part of the land coloured purple (DP 212) the incumbrances covenants conditions restrictions provisions and

other matters contained or referred to in the said Conveyance dated 30 May 1969 and a Conveyance dated 29 November 1962 and made between Mr and Mrs J Clements (1) The Birtley District Co-operative Society Limited (2) and a Conveyance dated 18 April 1931 and made between R and T Davison (1) and J and A Nicholson (2).

7. As to that part of the land coloured red (DP 201) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 9 April 1969 and a Conveyance dated 21 July 1910 and made between J M Snowdon (1) and H Davison (2).

8. As to that part of the land coloured orange (DP 172) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 24 December 1968 and a Conveyance dated 24 April 1921 and made between R and T Davison (1) and J and L Clements (2).

9. As to that part of the land coloured grey (DP 112) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in a Conveyance dated 24 May 1968 and made between G T Thornton (1) and WDC (2).

FOURTH PART

(The Leases)

DATE	PREMISES	PARTIES
12.7.1983	Sub station	WDC (1) NEEB (2)
1.11.1968	1 Parsons Road	WDC (1) Fine Fare Limited (2)
10.6.1987	1 Rosse Close	WDC (1) Kalmar Climax Limited (2)
23.7.1982	3 Rosse Close	WDC (1) Washington Graphics Limited (2)
15.1.1988	5 Rosse Close	WDC (1) Dyno-Rod Plc (2)
6.11.1978	6 Rosse Close	WDC (1) Shield Packaging Limited (2)
16.2.1979	7/8 Rosse Close	WDC (1) Clarion Mechanical Handling (North West) Limited t/a Clarklift North West (2)
3.9.1984	8 Rosse Close	WDC (1) Camrex Contracting Services Limited (2)
8.11.1978	9 Rosse Close	WDC (1) Jeraplan Limited (2)
15.5.1986	11 Rosse Close	WDC (1) Langley Northern Limited (2)

FIFTH PART

(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
9.10.1986	Licence to Assign	1 Parsons Road	WDC (1) Fine Fare Limited (2) Fine Fare Properties Limited (3)

29.11.1985	Agreement to Lease	14/15 Parsons Road 16/17 Parsons Road	WDC (1) Ikeda-Hoover Trim Manufacturing (UK) Limited (2)
19.11.1984	Agreement to Licence	2 Rosse Close	WDC (1) Post Office North East Parcels Centre (2)
15.1.1987	Letter of Undertaking	5 Rosse Close	WDC (1) Dyno Rod Plc (2)
15.1.1987	Letter of Undertaking	5 Rosse Close	WDC (1) Dyno Rod Plc (2)
30.8.1985	Licence to Assign	8 Rosse Close	WDC (1) Camrex Contracting Services Limited (2) Swift 209 Limited (3)
23.10.1987	Licence to Assign	8 Rosse Close	WDC (1) Swift 209 Limited (2) Wetheralds (North East) Limited (3)
21.1.1988	Agreement to Licence	10 Rosse Close	WDC (1) Ikeda Hoover Limited (2)

SCHEDULE SIX

Pattinson North Industrial Estate Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THAT freehold property delineated on plan number 6A attached (hereinafter called 'Plan 6A') and therein coloured round with red (but excluding those parcels of land coloured blue) together with the buildings and other erections constructed

thereon or on some part thereof forming part of the industrial estate situate and known as the Pattinson North Industrial Estate Washington.

SECOND PART

(Title)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 6B.

1. As to that part of the land coloured pink (DP 1451) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 14053.

2. As to those pieces of land coloured blue (DP 588) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 10874.

THIRD PART

(Incumbrances)

All references to colouring or hatching in this part in this Schedule are references to colouring and hatching on Plan 6B.

1. As to that part of the land coloured pink (DP 1451) the entries in the Property and Charges Registers of the said Title Number TY 14053.

2. As to that part of the land coloured blue (DP 588) the entries in the Property and Charges Registers of the said Title Number TY 10874.

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
28.5.1985	Sub station A	WDC (1) NEEB (2)
28.5.1985	Sub station B	WDC (1) NEEB (2)
16.10.1986	1 Alston Road	WDC (1) Big Three Lincoln (UK) Limited (2)
13.11.1987	3 Alston Road	WDC (1) Mailcom Plc (2)
7.4.1986	2 Faraday Close	WDC (1) Junenest Limited t/a Natural Resources Group (2)
5.7.1984	3 Faraday Close	WDC (1) H G Anti-Pollution Chemicals (Northern) Limited (2)
22.9.1987	9 Faraday Close	WDC (1) Planet Express Limited (2)
21.5.1987	11 Faraday Close	WDC (1) K K Displays Limited (2)
30.11.1987	12 Faraday Close	WDC (1) Washington Metalworks Limited (2)
23.11.1987	13 Faraday Close	WDC (1) Print Techniques Limited (2)

29.6.1983	14 Faraday Close	WDC (1) H G Food Products Limited (2)
11.2.1988	15 Faraday Close	WDC (1) Faraday Circuits Limited (2)
1.12.1987	16 Faraday Close	WDC (1) S I E Industrial Limited (2)
31.7.1986	17 Faraday Close	WDC (1) F C Witt t/a A H L Manufacturers (2)
2.4.1985	18 Faraday Close	WDC (1) Platen Press Limited (2)
5.11.1985	19 Faraday Close	WDC (1) Maniform Limited (2)
2.11.1984	1 Lee Close	WDC (1) Thorn EMI Television Rentals Limited (2)
3.3.1987	3 Lee Close	WDC (1) North East Valves & Engineering Supply Company Limited (2)
2.2.1987	4 Lee Close	WDC (1) C R Chalmers & Co Limited (2)
12.3.1986	5 Lee Close	WDC (1) J G Arkley & A Shevis t/a IMEC (2)
9.2.1987	6 Lee Close	WDC (1) G Moore t/a Victorian Fireplace Co (2)
23.11.1987	7 Lee Close	WDC (1) P J Peele E Liddle and R Foster t/a Screen Tech (Washington) (2)
17.7.1987	8 Lee Close	WDC (1) Smallman Lubricants Limited (2)
25.6.1987	9 Lee Close	WDC (1) Sagab Electronics Limited (2)

12.9.1983	10 Lee Close	WDC (1) Howard Smith Papers Limited (2) Contract Papers (Holdings) Limited (3)
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FIFTH PART
(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
7.4.1986	Agreement Rent Concession	2 Faraday Close	Junenest Limited t/a Natural Resources Group (1) E S Armstrong and R C Johnson (2) WDC (3)
5.7.1984	Agreement Rent Concession	3 Faraday Close	H G Anti-Pollution Chemicals (Northern) Limited (1) H G Anti-Pollution Chemicals Limited (2) WDC (3)
10.2.1988	Agreement to Licence	8 Faraday Close	WDC (1) J C Hannan t/a Maxine Fashions (2)
23.2.1988	Agreement to Licence	10 Faraday Close	WDC (1) Automatic Doors Limited (2)
29.11.1985	Licence to Assign	14 Faraday Close	WDC (1) H G Food Products Limited (2) Vast Bakery Food Products Limited (3) Vast Banket BV (4)

29.11.1985	Agreement Rent Concession	14 Faraday Close	Vast Bakery Food Products Limited (1) Vast Banket BV (2) WDC (3)
11.2.1988	Agreement Rent Concession	15 Faraday Close	Faraday Circuits Limited (1) J G Ardley A Shevis S P Bowes R Whittle and G Blyth (2) WDC (3)
1.12.1987	Agreement Rent Concession	16 Faraday Close	S I E Industrial Limited (1) P Bowen and B Sly (2) WDC (3)
2.4.1985	Agreement Rent Concession	18 Faraday Close	Platen Press Limited (1) WDC (2)
5.11.1985	Agreement Rent Concession	19 Faraday Close	Maniform Limited (1) WDC (2)
3.3.1987	Agreement Rent Concession	3 Lee Close	North East Valves & Engineering Supply Company Limited (1) G Skinner, A E Binding and T Gordon (2) WDC (3)
12.3.1986	Agreement Rent Concession	5 Lee Close	J G Arkley and A Shevis t/a IMEC (1) WDC (2)
25.7.1987	Agreement Rent Concession	5 Lee Close	IMEC Limited (1) J G Arkley and A Shevis (2) WDC (3)
25.7.1987	Licence to Assign	5 Lee Close	WDC (1) J G Arkley & A Shevis (2) IMEC Limited (3)

9.2.1987	Agreement Rent Concession	6 Lee Close	G Moore t/a Victorian Fireplace (1) WDC (2)
23.11.1987	Agreement Rent Concession	7 Lee Close	P J Peele E Liddle and R Foster t/a Screen Tech (Washington)
25.6.1987	Agreement Rent Concession	9 Lee Close	Sagab Electronics Limited (1) B K Gustavson (2) WDC (3)
21.3.1986	Deed of Surrender	10 Lee Close	Howard Smith Papers Limited (1) WDC (2)
14.11.1987	Agreement to Licence	11 Lee Close	WDC (1) Press Spin Engineering Limited (2)
20.7.1987	Agreement to Licence	1 Walton Road	WDC (1) Ikeda-Hoover Limited (2)
16.1.1986	Agreement to Licence	2 Walton Road	WDC (1) The Post Office (2)

SCHEDULE SEVEN

Pattinson South Industrial Estate Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THAT freehold property delineated on plan number 7A
(hereinafter called 'Plan 7A') attached and thereon coloured

round with red including ALL THAT piece or ALL THOSE pieces (as the case may be) of land coloured yellow on Plan 7B for all the estate and interest of the Vendor therein together with the buildings and other erections constructed thereon or on some part thereof ALL WHICH land and buildings form part of the Pattinson South Industrial Estate Washington.

SECOND PART

(Title)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 7B.

1. As to that part of the land coloured pink (DP 1451) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 14053.
2. As to that part of the land coloured blue (DP 1410) WDC is registered at the Durham District Land Registry with Title Absolute under Title number TY 138543.
3. As to that part of the land coloured yellow (DP/SD) WDC having no documentary title the Abstract of Title shall commence with and consist of the Statutory Declaration.

THIRD PART

(Incumbrances)

All references to colouring or hatching in this part of this Schedule are references to coloured and hatching on Plan 7B.

1. As to that part of the land coloured pink (DP 1451) the entries in the Property and Charges Registers of the said Title Number TY 14053.

2. As to that part of the land coloured blue (DP 1410) the entries in the Property and Charges Registers of the said Title Number TY 138543.

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
10.2.1986	Sub station	WDC (1) NEEB (2)
5.7.1984	25 Stirling Close	WDC (1) J Middleton T Ainsley and B A Ainsley t/a Claire Fashions (2)
23.8.1984	33 Stirling Close	WDC (1) Barry Nesbitt (2)
17.5.1983	34 Stirling Close	WDC (1) J Perrelli and P Mills t/a Firewatch (2)
25.7.1985	11 Wilden Road	WDC (1) A Suddick t/a Fibreweld Services (2)
9.11.1987	12/13 Wilden Road	WDC (1) G Massingham J Cotterhill R G Bowmaker G E Brough t/a Wearside Engineering (2)

14.11.1983	14 Wilden Road	WDC (1) R J S Wilkinson and J Mills t/a Airow Safe (2)
8.2.1988	14 Wilden Road	WDC (1) R J S Wilkinson and J Mills t/a Airow Safe (2)
14.6.1984	16 Wilden Road	WDC (1) Air Call plc (2)
1.11.85	Workshop Premises Wilden Road	WDC (1) North East Restoration Club (2)

FIFTH PART

(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
7.1.1988	Agreement To Licence	10 Stirling Close	WDC (1) Robert Norman Davies t/a RND Engineering (2)
2.2.1988	Agreement to Licence	11 Stirling Close	WDC (1) J G Barry t/a Circuitech (2)
19.2.1988	Agreement to Licence	12 Stirling Close	J W Jamieson & M Jamieson t/a United Paper (2)
17.2.1987	Agreement to Licence	13 Stirling Close	WDC (1) W Laws P Hutton J Hepplewhite t/a Washington Patterns and Wood Products (2)
6.1.1987	Agreement to Licence	14 Stirling Close	WDC (1) C F Witt t/a AHL Pipework (2)
11.9.1986	Agreement to Licence	15 Stirling Close	WDC (1) Mrs A Potter t/a North East Windscreens (2)
1.4.1986	Agreement to Licence	16 Stirling Close	WDC (1) D Davison t/a Image Windows (2)

2.5.1986	Agreement to Licence	18 Stirling Close	WDC (1) Colour Screen Ltd (2)
20.5.1987	Agreement to Licence	19 Stirling Close	WDC (1) E W Burton t/a Burton Enamellers (2)
7.3.1988	Agreement to Licence	20 Stirling Close	WDC (1) J M Prudhoe t/a Premier Edible Oils (2)
16.2.1987	Agreement to Licence	21 Stirling Close	WDC (1) Glomart Ltd (2)
26.10.87	Agreement to Licence	22 Stirling Close	WDC (1) Maxistride Ltd (2)
23.11.1987	Agreement to Licence	24 Stirling Close	WDC (1) B P Stoddart (2)
5.7.1984	Agreement Rent Concession	25 Stirling Close	J Middleton T Ainsley and B A Ainsley t/a Claire Fashions (1) WDC (2)
14.10.1987	Agreement to Licence	26 Stirling Close	WDC (1) R Sunley t/a S R Leisure (2)
24.9.1986	Agreement to Licence	27 Stirling Close	WDC (1) J R Jackson t/a M & R Components (2)
27.8.1987	Agreement to Licence	28 Stirling Close	WDC (1) DLM Joinery Services (2)
21.7.1987	Agreement to Licence	29 Stirling Close	WDC (1) J W Jamieson & M Jamieson t/a United Paper (2)
29.1.1986	Agreement to Licence	30 Stirling Close	WDC (1) Gregg and Iverson t/a Tyneside Scottish Confectionery (2)
17.2.1988	Agreement to Licence	31 Stirling Close	WDC (1) E Matthews W Perlsh and R Richardson t/a RPM Windows (2)
23.8.1984	Agreement Rent Concession	33 Stirling Close	B Nesbitt (1) WDC (2)

16.4.1987	Agreement to Licence	1 Wilden Road	WDC (1) Speedrole Ltd t/a Tyneside Business Supplies (2)
8.2.1988	Agreement to Licence	2 Wilden Road	WDC (1) Clark Taylor & Co (2)
10.11.1987	Agreement to Licence	3 Wilden Road	WDC (1) Enpar North Ltd (2)
11.2.1987	Agreement to Licence	4 Wilden Road	WDC (1) Techwise Ltd (2)
9.1.1987	Agreement to Licence	5 Wilden Road	WDC (1) I Graham and K Lewins t/a Columbia Cutting Services (2)
5.3.1987	Agreement to Licence	7 Wilden Road	WDC (1) Wingood Ltd (2)
30.9.1987	Agreement to Licence	8 Wilden Road	WDC (1) A Prenelle t/a T & S Glass Engravers (2)
1.5.1987	Agreement to Licence	9 Wilden Road	WDC (1) J D and M A Blakely t/a Northern Flue and Chimney Supplies (2)
26.1.1988	Agreement to Licence	10 Wilden Road	WDC (1) Mr and Mrs Hopper t/a Component Assembly Reworks (2)
25.7.1985	Agreement Rent Concession	11 Wilden Road	A Suddick t/a Fibreweld Services (1) WDC (2)
9.11.1987	Agreement Rent Concession	12/13 Wilden Road	G Massingham J Cotterhill R G Bowmaker G E Brough t/a Wearside Engineering (1) WDC (2)
31.10.1986	Licence to Assign	16 Wilden Road	WDC (1) Air Call plc (2) Air Call Communications Ltd (3)
10.3.1988	Agreement to Licence	17 Wilden Road	The Vendor (1) Washington Powder Coatings Limited (2)

14.7.1987	Agreement to Licence	18 Wilden Road	WDC (1) N Burns t/a Assembly and Packaging Services (2)
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SCHEDULE EIGHT

Stephenson Industrial Estate Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THAT freehold property delineated on plan number 8A (hereinafter called 'Plan 8A') attached and thereon coloured round with red (but excluding those parcels of land coloured blue) including ALL THAT piece and ALL THOSE pieces (as the case may be) of land coloured yellow on Plan 8B for all the estate and interest of the Vendor therein together with the buildings and other erections constructed thereon or on some part thereof ALL WHICH land and buildings form part of the Stephenson Industrial Estate Washington.

SECOND PART

(Title)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 8B.

1. As to that part of the land coloured purple (DP 818) WDC is registered at the Durham District Land Registry with Title

Absolute under Title Number TY 26875.

2. As to that part of the land coloured pink (DP 50) the Abstract of Title shall commence with the NIT Conveyance.
3. As to that part of the land coloured blue (DP 237) the Abstract of Title shall commence with a Conveyance dated 23 December 1968 and made between J B Bellerby (1) and WDC (2).
4. As to that part of the land coloured green (DP 124) the Abstract of Title shall commence with a Conveyance dated 5th August 1968 and made between Washington Estates Limited (1) Barclays Bank Limited (2) and WDC (3).
5. As to that part of the land coloured purple hatched black (DP 200) the Abstract of Title shall commence with a Conveyance dated 21 April 1969 and made between National Coal Board (1) and WDC (2).
6. As to that part of the land coloured yellow (DP/SD) the Abstract of Title shall commence with and consist of the Statutory Declaration.

THIRD PART

(Incumbrances)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 8B.

1. As to that part of the land coloured purple (DP 818) the entries in the Property and Charges Registers of the said Title Number TY 26875.
2. As to that part of the land coloured pink (DP 50) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the NIT Conveyance.
3. As to that part of the land coloured blue (DP 237) the incumbrances covenants conditions restrictions provisions and other matters contained in or referred to in the said Conveyance dated the 23rd December 1968 an Agreement dated 31st July 1978 and made between WDC (1) and Cecil M Yuill Limited (2) Deed of Grant dated 19th February 1980 and made between WDC (1) and The North Eastern Electricity Board (2) a Deed of Easement dated 31 May 1968 and made between J B Bellerby (1) and Northern Gas Board (2) a Conveyance dated 18 December 1913 and made between C G Hayter Hayter-Hames and Others (1) and W Bellerby (2) and an Owners Consent dated 18 December 1930 and made between NEEB (1) and J B Bellerby (2).
4. As to that part of the land coloured green (DP 124) the incumbrances conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 5th August 1968.
5. As to that part of the land coloured purple hatched black

(DP 200) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 21 April 1969.

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
1.9.1983	Sub station	WDC (1) NEEB (2)
6.6.1984	Sub station at Ex-Timex	WDC (1) NEEB (2)
30.4.1987	4 Baird Close	WDC (1) Memorex UK Ltd (2)
16.12.1987	5 Baird Close	WDC (1) Nixdorf Computers Ltd
16.9.1985	10 Baird Close	WDC (1) Nixdorf Computers Ltd (2)
9.2.1987	12/13 Baird Close	WDC (1) Bensons Advertising (North East) Ltd (2)
16.9.1987	16 Baird Close	WDC (1) Creda Domestic Appliance Service Ltd (2)
1.8.1983	2A Stephenson Road	WDC (1) Ray-O-Vac Micro Power Ltd (2)
30.10.1984	3 Stephenson Road	WDC (1) Nike International Ltd (2)
1.8.1984	4 Stephenson Road	WDC (1) MVN International Aluminium Ltd (2)
18.4.1983	5 Stephenson Road	WDC (1) T I Bainbridge Silencers Ltd (2)

FIFTH PART
(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
21.10.1986	Agreement to Licence	6 Baird Close	WDC (1) M Hall (2)
1.9.1987	Agreement to Licence	7 Baird Close	WDC (1) T Magnussen (2)
25.11.1986	Agreement to Licence	14 and 15 Baird Close	WDC (1) NEP Group (2)
1.8.1983	Agreement Rent Concession	2A Stephenson Road	Ray-O-Vac Micro Power Ltd (1) WDC (2)
30.10.84	Agreement Rent Concession	3 Stephenson Road	Nike International Ltd (1) WDC (2)
29.3.1985	Licence to Assign	3 Stephenson Road	WDC (1) Nike International Ltd (2) Nike (UK) Ltd (3)
1.8.1984	Agreement Rent Concession	4 Stephenson Road	MVN International Aluminium Ltd (1) Kaufmann Corporation (2) WDC (3)

SCHEDULE NINE

Sulgrave Industrial Estate Washington Tyne & Wear

FIRST PART
(Description of Portfolio)

ALL THAT freehold property delineated on plan number 9A attached (hereinafter called 'Plan 9A') and thereon coloured round with

red (if any) together with the buildings and other erections constructed thereon or on some part thereof forming part of the industrial estate situate and known as the Sulgrave Industrial Estate Washington.

SECOND PART

(Title)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 9B.

1. As to that part of the land coloured pink (DP 50) the Abstract of Title shall commence with the NIT Conveyance.

2. As to that part of the land coloured blue (DP 462) the Abstract of Title shall commence with a Conveyance dated 26 January 1972 and made between The County Council of Durham (1) and WDC (2).

3. As to that part of the land coloured green (DP 320) the Abstract of Title shall commence with a Conveyance dated 11 September 1970 and made between The Urban District Council of Washington (1) and WDC (2).

THIRD PART (Incumbrances)

All references to colouring or hatching in this part of this Schedule are references to colouring and hatching on Plan 9B.

1. As to that part of the land coloured pink (DP 50) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the NIT Conveyance.

2. As to that part of the land coloured blue (DP 462) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 26 January 1972 and a Conveyance dated 8 July 1949 and made between Northern Industrial Improvement Trust Limited (1) and The County Council of Durham (2).

3. As to that part of the land coloured green (DP 320) the incumbrances covenants conditions restrictions provisions and other matter contained or referred to in the said Conveyance dated 11 September 1970 and a Conveyance dated 12 May 1965 and made between Northern Industrial Improvement Trust Limited (1) and Washington Urban District Council (2) and a Conveyance dated 18 October 1935 and made between Leversons Wallsend Collieries Limited (1) Lloyds Bank Limited (2) and Northern Industrial Improvement Trust Limited (3).

FOURTH PART

(The Leases)

DATE	PREMISES	PARTIES
26.11.87	1 Gayton Road	WDC (1) Albert Byers and Paul Brown t/a B & B Discount Meat Suppliers (2)

17.2.1987	4 Gayton Road	WDC (1) J F Balfour & G Balfour t/a Trover Services (2)
18.2.1986	5 Gayton Road	WDC (1) B Powell t/a Barry Powell Dental Laboratories (2)
5.5.1983	6 Gayton Road	WDC (1) Fred Watson (2)
25.1.1988	10 Gayton Road	WDC (1) P A Bonner t/a Delta-Tec Security (2)
7.10.1983	11 Gayton Road	WDC (1) Data Express Ltd (2)
7.10.1985	12 Gayton Road	WDC (1) D Andrews t/a Andrews Seafoods (2)
30.4.1985	13 Gayton Road	WDC (1) Welin Davit & Engineering Company Ltd (2)
3.10.1986	15 Gayton Road	WDC (1) J B Chambers t/a Type Righter (2)
3.7.1987	16 Gayton Road	WDC (1) N Marsden t/a Neil Marsden Preservation (2)
9.11.1987	18 Gayton Road	WDC (1) Thomas Askew t/a Video Juke Box Services (2)
13.1.1988	19 Gayton Road	WDC (1) Wessex Medical Equipment Company Limited (2)
1.8.1985	20 Gayton Road	WDC (1) K Ferrera & D Anderson t/a Sunderland and Washington Rentals (2)
29.10.1985	21 Gayton Road	WDC (1) I L Blair t/a Froe Developments (2)

1.9.1987	22 Gayton Road	WDC (1) George Blair Plc (2)
23.3.1987	Waterloo Road	WDC (1) K G Allan (2)
24.4.1973	Land at Sulgrave	WDC (1) Milk Marketing Board (2)

FIFTH PART
(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
14.12.1987	Agreement to Licence	2 Gayton Road	WDC (1) Mr and Mrs D Bennett t/a Potatoes to Order (2)
16.2.1988	Agreement to Licence	3 Gayton Road	WDC (1) J F Balfour and G Balfour t/a Trover Services (2)
17.2.1987	Agreement Rent Concession	4 Gayton Road	J F Balfour and G Balfour t/a Trover Services (1) WDC (2)
18.2.1986	Agreement Rent Concession	5 Gayton Road	B Powell t/a Barry Powell Dental Laboratories (1) WDC (2)
5.1.1988	Agreement to Licence	7 Gayton Road	WDC (1) F A Harrison t/a Woodcrafts Unlimited (2)
18.1.1984	Agreement to Licence	9 Gayton Road	WDC (1) G E Balaam t/a Homecare Supplies (2)
23.10.1987	Agreement to Licence	14 Gayton Road	WDC (1) Imperial Tobacco Limited (2)
3.10.1986	Agreement Rent Concession	15 Gayton Road	J B Chambers (1) WDC (2)

29.10.1985	Agreement Rent Concession	21 Gayton Road	I L Blair t/a Froe Developments (1) WDC (2)
28.1.1988	Licence to Assign	Waterloo Road	WDC (1) K G Allan (2) P Pennock (3)
5.3.1971	Agreement for Building Works	Waterloo Road	WDC (1) Milk Marketing Board (2)

SCHEDULE TEN

Swan Industrial Estate Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THAT freehold land delineated on the plan number 10A attached (hereinafter called 'Plan 10A') and thereon coloured round with red (but excluding those parcels coloured blue) including ALL THAT piece or ALL THOSE pieces (as the case may be) of land coloured yellow on Plan 10B for all the estate and interest of the Vendor therein together with the buildings and other erections constructed thereon or on some part thereof ALL WHICH land and buildngs form part of the Swan Industrial Estate Washington.

SECOND PART

(Title)

1. As to that part of the land coloured blue hatched blue on

Plan 10B (DP 654) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number DU 46752.

2. As to that part of the land edged orange on Plan 10B (DP 665) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 2475.

3. As to those pieces of land coloured pink on Plan 10B (DP 50) the Abstract of Title shall commence with the NIT Conveyance.

4. As to that part of the land coloured green on Plan 10B (DP 1189) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 97712.

5. As to that part of the land edged red on Plan 10B (DP 329) the Abstract of Title shall commence with a Conveyance dated 16 October 1970 and made between S A Burton and D F Amos (1) and WDC (2).

6. As to that part of the land hatched green on Plan 10C (DP 107) the Abstract of Title shall commence with a Conveyance dated 20 May 1968 and made between B Kendall (1) and WDC (2).

7. As to that part of the land hatched orange on Plan 10C (DP 96) the Abstract of Title shall commence with a Conveyance dated 9 April 1968 and made between F Mason (1) and WDC (2).

8. As to that part of the land coloured red on Plan 10C
(DP 213) the Abstract of Title shall commence with a Conveyance dated 9 June 1969 and made between D Hoggarth (1) and WDC (2).

9. As to that part of the land coloured brown on Plan 10B
(DP 1410) WDC is registered at the Durham District Land Registry with Title Absolute under Title Number TY 138543.

10. As to that part of the land coloured blue on Plan 10C
(DP 103) the Abstract of Title shall commence with a Conveyance dated 9 May 1968 and made between R H Gurr and M Gurr (1) and WDC (2).

11. As to that part of the land coloured green on Plan 10C
(DP 100) the Abstract of Title shall commence with a Conveyance dated 30 April 1968 and made between S Rudd and T Ward (1) and WDC (2).

12. As to that part of the land hatched brown on Plan 10C
(DP 77) the Abstract of Title shall commence with a Conveyance dated 21 December 1967 and made between N Harris and C Harris (1) and WDC (2).

13. As to that part of the land coloured pink on Plan 10C
(DP 65) the Abstract of Title shall commence with a Conveyance dated 31 October 1967 and made between M Forster (1) and WDC (2).

14. As to that part of the land coloured purple on Plan 10C (DP 266) the Abstract of Title shall commence with a Conveyance dated 18 February 1970 and made between R Turner R Turner and G S Turner (1) and WDC (2).

15. As to that part of the land hatched blue on Plan 10C (DP 230) the Abstract of Title shall commence with a Conveyance dated 28 August 1969 and made between W Lambton (1) and WDC (2).

16. As to that part of the land coloured brown on Plan 10C (DP 223) the Abstract of Title shall commence with a Conveyance dated 23 July 1969 and made between G T Brown (1) and WDC (2).

17. As to that part of the land coloured orange on Plan 10C (DP 236) the Abstract of Title shall commence with a Conveyance dated 26 September 1969 and made between D Bottoms (1) and WDC (2).

18. As to that part of the land coloured blue on Plan 10B (DP 490) the Abstract of Title shall commence with a General Vesting Declaration made by WDC dated 25 August 1972.

19. As to that part of the land coloured purple on Plan 10B (DP 279) the Abstract of Title shall commence with a Conveyance dated 3 April 1970 and made between W R Potts and J A Potts (1) and WDC (2).

20. As to that part of the land coloured red on Plan 10B (DP 355) the Abstract of Title shall commence with a Conveyance dated 21 December 1970 and made between F Tooley (1) and WDC (2).

21. As to that part of the land cross hatched blue on Plan 10C (DP 53) the Abstract of Title shall commence with a Conveyance dated 21 April 1967 and made between The Urban District Council of Washington (1) and WDC (2).

22. As to that part of the land cross hatched green on Plan 10C (DP 307) the Abstract of Title shall commence with a Conveyance dated 17 July 1970 and made between S I Kirkwood (1) and WDC (2).

23. As to that part of the land cross hatched brown on Plan 10C (DP 270) the Abstract of Title shall commence with a Conveyance dated 6 July 1970 and made between A N Robertson (1) and WDC (2).

24. As to that part of the land cross hatched orange on Plan 10C (DP 248) the Abstract of Title shall commence with a Conveyance dated 31 October 1969 and made between K Gibson (1) and WDC (2).

25. As to that part of the land coloured orange on Plan 10B (DP 293) the Abstract of Title shall commence with a Conveyance

dated 10 July 1970 and made between D N and K Oake (1) and WDC (2).

26. As to those parts of the land coloured yellow on Plan 10B (DP/SD) the Abstract of Title shall commence with and consist of the Statutory Declaration.

27. As to that part of the land coloured red on Plan 10D (DP 645) the Abstract of Title shall commence with a General Vesting Declaration made by WDC dated 25 August 1972.

28. As to those pieces of land coloured turquoise on Plan 10D (DP 587) the Abstract of Title shall commence with the said General Vesting Declaration.

29. As to that part of the land coloured blue and edged green on Plan 10B (DP 490/674) the Abstract of Title shall commence with the said General Vesting Declaration.

THIRD PART

(Incumbrances)

1. As to that part of the land coloured blue hatched blue on Plan 10B (DP 654) the entries in the Property and Charges Registers of the said Title Number DU 46752.

2. As to that part of the land edged orange on Plan 10B (DP 665) the entries in the Property and Charges Registers of

the said Title Number TY 2475.

3. As to those pieces of land coloured pink on Plan 10B (DP 50) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the NIT Conveyance.

4. As to that part of the land coloured green on Plan 10B (DP 1189) the entries in the Property and Charges Registers of the said Title Number TY 97712.

5. As to that part of the land edged red on Plan 10B (DP 329) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 16 October 1970 a Conveyance dated 5 April 1948 and made between E Miles and B Miles (1) S A Burton and D F Amos (2) and a Wayleave Agreement dated 22 June 1948.

6. As to that part of the land hatched green on Plan 10C (DP 107) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 20 May 1968 and an Indenture dated 24 November 1900 and made between A Gibson and W Davison (1) and J S Nicholson (2).

7. As to that part of the land hatched orange on Plan 10C (DP 96) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the

said Conveyance dated 9 April 1968 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and W Davison (2).

8. As to that part of the land coloured red on Plan 10C (DP 213) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 9 June 1969 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and Sunderland Rents and Policies Limited (2)

9. As to that part of the land coloured brown on Plan 10B (DP 1410) the entries in the Property and Charges Registers of the said Title Number TY 138543.

10. As to that part of the land coloured blue on Plan 10C (DP 103) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 9 May 1968 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and J W Taylor (2).

11. As to that part of the land coloured green on Plan 10C (DP 100) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 30 April 1968 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and Sunderland Rents and Policies Limited (2).

12. As to that part of the land hatched brown on Plan 10C (DP 77) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 21 December 1967 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and A Gibson (2)

13. As to that part of the land coloured pink on Plan 10C (DP 65) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 31 October 1967 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and J W Taylor (2).

14. As to that part of the land coloured purple on Plan 10C (DP 266) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 18 February 1970 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and G T Brown (2).

15. As to that part of the land hatched blue on Plan 10C (DP 230) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 28 August 1969 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and J S Nicholson (2).

16. As to that part of the land coloured brown on Plan 10C (DP 223) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 23 July 1969 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and G T Brown (2).

17. As to that part of the land coloured orange on Plan 10C (DP 236) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 26 September 1969 and a Conveyance dated 24 November 1900 and made between A Gibson and W Davison (1) and J W Taylor (2)

18. As to that part of the land coloured blue on Plan 10B (DP 490) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said General Vesting Declaration dated 25 August 1972.

19. As to that part of the land coloured purple on Plan 10B (DP 279) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 3 April 1970 a Conveyance dated 2 May 1950 and made between J S F Gard (1) and the County Council of Durham (2) and two Conveyances both between Sir L Bell (1) and R Coates (2) one dated 7 October 1897 and the other dated 2 May 1903.

20. As to that part of the land coloured red on Plan 10B (DP 355) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 21 December 1970 and a Conveyance dated 1 July 1903 and made between Sir L Bell (1) and H McDonald (2).

21. As to that part of the land cross hatched blue on Plan 10C (DP 53) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 21 April 1967 a Conveyance dated 18 November 1898 and made between Sir Lowthian Bell (1) and H Ritchie (2) and a Conveyance dated 22 December 1899 and made between the said Sir Lowthian Bell (1) and J Eltringham and J S Nicholson (2).

22. As to that part of the land cross hatched green on Plan 10C (DP 307) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 17 July 1970 a Conveyance dated 1 December 1898 and made between Sir Lowthian Bell (1) and I Walker (2) and a Conveyance dated 30 September 1898 and made between A Gibson and W Davison (1) and Sunderland Rents and Policies Limited (2).

23. As to that part of the land cross hatched brown on Plan 10C (DP 270) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 6 July 1970 and a Conveyance dated 1 December 1898 and made between Sir Lowthian Bell (1) and I Walker (2) and

a Conveyance dated 30 September 1899 and made between A Gibson and W Davison (1) G T Brown and J S Nicholson (2).

24. As to that part of the land cross hatched orange on Plan 10C (DP 248) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 31 October 1969 a Conveyance dated 10 January 1900 and made between A Gibson (1) and R Fowler (2) a Conveyance dated 10 January 1900 and made between J S Nicholson (1) and R Fowler (2) a Conveyance dated 12 February 1900 and made between T Robinson (1) and R Fowler (2) a Conveyance dated 1 December 1898 and made between Sir Lowthian Bell (1) and I Walker (2) two Conveyances dated 9 June 1899 and made between A Gibson and W Davison (1) and J S Nicholson (2) and the other between A Gibson and W Davison (1) and A Gibson (2) and a Conveyance dated 30 September 1899 and made between A Gibson (1) and T Robinson (2).

25. As to that part of the land coloured orange on Plan 10B (DP 293) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 10 July 1970.

26. As to those pieces of land coloured turquoise on Plan 10D (DP 587) the incumbrances covenants conditions restrictions and other matters contained or referred to in the said General Vesting Declaration and an Indenture dated 20 August 1889 and made between Sir Wilfred Lawson (1) and Issac Walker (2).

27. As to those pieces of land coloured blue and edged green on Plan 10B (DP 490/674) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the said General Vesting Declaration and in four Conveyances dated 2 September 1901 and made between A Gibson and W Davison (1) and J S Nicholson (2), the said A Gibson and W Davison (1) and J W Taylor (2), the said A Gibson and W Davison (1) and J W Taylor (2) and the said A Gibson and W Davison (1) and Sunderland Rents and Policies Limited (2).

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
10.8.1983	Sub station 10	WDC (1) NEEB (2)
2.4.1979	1 Swan Road	WDC (1) Press Spin Engineering Ltd (2)
21.6.1982	3 Swan Road	WDC (1) R Wilson t/a Wilson Transport (2)
18.2.1988	4 Swan Road	WDC (1) Automatic Doors Ltd (2)
2.11.1987	9 Swan Road	WDC (1) R Hepplewhite M Hepplewhite and M Whittle t/a MRM Mouldings (2)
19.10.1987	10 Swan Road	WDC (1) Mojtaba Abdi (2)

19.5.1985	12 Swan Road	WDC (1) Bartram Electrical Contractors Ltd (2)
11.3.1985	13 Swan Road	WDC (1) Bartram Electrical Contractors Ltd (2)
7.8.1985	17 Swan Road	WDC (1) E N Beavan Ltd (2)
18.2.1987	18 Swan Road	WDC (1) Jacqueline Redpath t/a Mystique (2)
30.4.1987	19 Swan Road	WDC (1) J D Rutherford t/a JDR Agencies (2)
18.11.1983	20 Swan Road	WDC (1) B K Insulation (BKI) Ltd (2)
10.2.1988	21 Swan Road	WDC (1) P Broughton t/a M & B Rewinds (2)
16.6.1983	24 Swan Road	WDC (1) ARC Steelfab Ltd (2)
21.1.1987	26 Swan Road	WDC (1) D Morgan and G Morgan t/a Dee-Gee Fashions (2)
3.9.1987	27 Swan Road	WDC (1) D W Howard (2)
3.7.1987	30 Swan Road	WDC (1) J Davison t/a Brookside Food (2)
14.4.1986	33 Swan Road	WDC (1) Diamond Instrumentation Ltd (2)
19.2.1987	35 Swan Road	WDC (1) Label Technology Ltd (2)
26.10.1983	36 Swan Road	WDC (1) D Prout and B Conlon t/a Studio Three (2)
24.11.1987	37 Swan Road	WDC (1) F & W Industrial Supplies Ltd (2)

23.11.1983	38 Swan Road	WDC (1) T Bell and I Bell (2)
25.11.1987	39 Swan Road	WDC (1) J Gourley t/a Tonia Ann Fashions (2)
3.7.1987	40 Swan Road	WDC (1) Frank Melia t/a F M Services (2)
30.5.1986	41 Swan Road	WDC (1) Wearside Graphics Ltd (2)
19.4.1978	Unit A	WDC (1) J E Halcrow & J H Brown t/a Insitu Cleaning Company (2)
16.7.1975	Unit D	WDC (1) Sunderland and District Creamery Ltd (2)
1.2.1977	Unit E	WDC (1) J J Norton t/a Washington Coachworks (2)
4.3.1987	1 Eddison Road	WDC (1) Arrow Tool Hire Ltd (2)
22.4.1985	2 Eddison Road	WDC (1) J and L Tiernan (2)
10.2.1987	3 Eddison Road	WDC (1) P Wilson and B Storey t/a Arc Equipment Services (2)
26.3.1986	6 Eddison Road	WDC (1) Marxent Ltd t/a Micromatics (2)
20.3.1987	7 Eddison Road	WDC (1) Cottage Products Ltd (2)
18.12.1984	8 Eddison Road	WDC (1) Coldflow Ltd (2)
5.4.1984	9 Eddison Road	WDC (1) B R Tindle and A Burdon t/a Techtronics (2)

5.4.1984	11 Eddison Road	WDC (1) A Hamilton t/a Hamilton Fashions (2)
31.10.1985	12 Eddison Road	WDC (1) Mr & Mrs J Ryan t/a Kennedy Services (2)
21.5.1985	13 Eddison Road	WDC (1) Stafford Business Machines Ltd (2)
14.10.1987	14 Eddison Road	WDC (1) Ian Tallentire t/a Tallentire Tooling (2)
23.4.1985	15 Eddison Road	WDC (1) Bremtek Ltd (2)
17.11.1986	17 Eddison Road	WDC (1) A Hamilton and D Flett t/a Hamlet Fabrics (2)
26.9.1984	19 Eddison Road	WDC (1) S G Lawrence t/a Toscin Security (2)
11.10.1985	21 Eddison Road	WDC (1) K M Hines t/a Techshare (2)
26.6.1987	22 Eddison Road	WDC (1) S Smith and J Smith t/a S & J Builders (2)
13.8.1986	Land on Swan Industrial Estate	WDC (1) Turkmoor Limited (2)

FIFTH PART
(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
18.2.1988	Agreement Rent Concession	4 Swan Road	Automatic Doors Ltd (1) Michael Mersh (2) WDC (3)
21.1.1988	Agreement to Licence	5 Swan Road	WDC (1) Ikeda-Hoover Limited (2)

19.10.1987	Agreement Rent Concession	10 Swan Road	Mojtaba Abdi (1) WDC (2)
21.1.1987	Agreement Rent Concession	26 Swan Road	D Morgan and G Morgan t/a Dee-Gee Fashions (1) WDC (2)
1.12.1987	Agreement to Licence	28 Swan Road	WDC (1) Central Supply Company Limited (2)
11.12.1987	Agreement to Licence	29 Swan Road	WDC (1) S R Gould and D Gould t/a Northumbria Windows (2)
15.5.1987	Agreement to Licence	32 and 34 Swan Road	WDC (1) D Gould t/a Northumbria Windows (2)
14.4.1986	Agreement Rent Concession	33 Swan Road	Diamond Instrumentation Ltd (1) C Buckley (2) WDC (3)
19.2.1987	Agreement Rent Concession	35 Swan Road	Label Technology Ltd (1) G F Prout D Prout and B Conlon (2) WDC (3)
26.10.83	Agreement Rent Concession	36 Swan Road	D Prout and B Conlon (1) WDC (2)
30.5.1986	Agreement Rent Concession	41 Swan Road	Wearside Graphics Ltd (1) A Bell and W G Clelland (2) WDC (3)
7.4.1987	Licence to Assign and Deed of Variation	Unit A	WDC (1) Insitu Cleaning Co Limited (2) J J Norton t/a Washington Coachworks (3)
31.7.1978	Licence to Assign	Unit D	WDC (1) Sunderland and District Creamery Ltd (2) Sunderland Bottled Milk Buyers Ltd (3)

11.5.1987	Deed of Variation	Unit E	WDC (1) J J Norton (2)
22.4.1985	Agreement Rent Concession	2 Eddison Road	J and L Tiernan (1) WDC (2)
18.12.1984	Agreement Rent Concession	8 Eddison Road	Coldflow Ltd (1) British Syphon Industries plc (2) WDC (3)
29.10.1987	Agreement to Licence	16 Eddison Road	WDC (1) A Bell t/a AB Tyres (2)
11.10.1985	Agreement Rent Concession	21 Eddison Road	K M Hines t/a Techshare (1) WDC (2)

SCHEDULE ELEVEN

Wear Industrial Estate Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THAT freehold land delineated on the plan number 11A attached (hereinafter called 'Plan 11A') and thereon coloured round with red (but excluding those parcels coloured blue)(if any) together with the buildings and other erections constructed thereon or on some part thereof and situate and known as the Wear Industrial Estate Washington.

SECOND PART

(Title)

As to that part of the land coloured round with red on Plan 11A (DP 44) the Abstract of Title shall commence with the Lambton Conveyance.

THIRD PART
(Incumbrances)

As to that part of the land coloured round with red on Plan 11A (DP 44) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the Lambton Conveyance and a Conveyance and Deed of Grant and Release both dated 3 May 1956 and made between The Right Honourable John Frederick Earl of Durham (1) The Right Honourable Claud Lambton D A Gray A J R Collins (2) and The National Coal Board (3).

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
28.11.1983	Sub station 30 at Sedling Road	WDC (1) NEEB (2)
24.2.1984	Sub station 60 at Sedling Road	WDC (1) NEEB (2)
24.2.1984	Sub station 70 at Sedling Road	WDC (1) NEEB (2)
17.8.1984	Sub station	WDC (1) NEEB (2)
30.4.1980	Burdon House	WDC (1) Burdon Publicity Ltd (2)

8.9.1980	12/13 Sedling Road	WDC (1) Danavox Electronics (Great Britain) Ltd (2)
18.11.1985	18 Sedling Road	WDC (1) Norscot Packaging Ltd (2)
1.11.1984	19 Sedling Road	WDC (1) Norscot Packaging Ltd (2)
21.10.1985	21 Sedling Road	WDC (1) Durham Glass Company Ltd (2)
29.10.1985	23 Sedling Road	WDC (1) Tin Lung Knitwear (UK) Ltd (2)
6.5.1986	Land adjoining 24 Sedling Road	The Vendor (1) MTM Chemicals Ltd (2) (2)
21.6.1983	25 Sedling Road	WDC (1) Allied Manufacturing (NE) Ltd (2)
16.7.1976	26 Sedling Road	WDC (1) Domnick Hunter Engineers Ltd (2)
24.10.1978	30/31 Sedling Road	WDC (1) Agfa-Gevaert Ltd (2)
12.6.1978	32 Sedling Road	WDC (1) GEC Mechanical Handling Ltd (2)
12.12.1977	36/37 Sedling Road	WDC (1) Rank Xerox (UK) Ltd (2)
14.6.1979	38 Sedling Road	WDC (1) Wearside Pneumatics Ltd (2)
10.6.1985	39 Sedling Road	WDC (1) B Anderson J V Anderson D Smart and E Smart t/a Washington Supplies (2)

FIFTH PART

(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
30.9.1986	Deed of Variation	Burdon House	WDC (1) Burdon Publicity Ltd (2)
18.11.1985	Agreement Rent Concession	18 Sedling Road	Norscot Packaging Ltd (1) Moota Foods Ltd (2) WDC (3)
1.11.1984	Agreement Rent Concession	19 Sedling Road	Norscot Packaging Ltd (1) WDC (2)
21.10.1985	Agreement Rent Concession	21 Sedling Road	Durham Glass Company Ltd (1) Messrs Seed and Pratt (2) WDC (3)
29.10.1985	Agreement Rent Concession	23 Sedling Road	Tin Lung Knitwear (UK) Ltd (1) WDC (2)
6.5.1986	Option Agreement	Land adjoining 24 Sedling Road	WDC (1) MTM Chemicals Limited (2)
31.12.1979	Licence to Assign and Change of Use	26 Sedling Road	WDC (1) Domnick Hunter Engineering Ltd (2) Storey and Company (Carpets) Ltd (3)
10.6.85	Agreement Rent Concession	39 Sedling Road	B Anderson J V Anderson D Smart and E Smart t/a Washington Supplies (1) WDC (2)

SCHEDULE TWELVE

Albany House and Concord House Washington Tyne & Wear

FIRST PART

(Description of Portfolio)

ALL THOSE pieces or parcels freehold land and buildings situate and known as Albany House and Concord House Washington aforesaid delineated on plan numbers 12A and 13A attached and therein coloured round with red.

SECOND PART

(Title)

1. As to that part of the land coloured pink on Plan 12B (DP 50) the Abstract of Title shall commence with the NIT Conveyance.
2. As to that part of the land coloured blue on Plan 12B and coloured round with red on Plan 13A (DP 298) the Abstract of Title shall commence with a Conveyance dated 3 August 1970 and made between R E M D Shafto (1) R E M D Shafto E Luxmoore S F S Armitage (2) and WDC (3).
3. As to that part of the land coloured yellow on Plan 12B (DP/SD) the Vendor having no documentary title the Abstract of Title shall commence with and consist of the Statutory Declaration.

THIRD PART

(Incumbrances)

1. As to that part of the land coloured pink on Plan 12B

(DP 50) the incumbrances covenants conditions restrictions provisions and other matters contained or referred to in the NIT Conveyance.

2. As to that part of the land coloured blue on Plan 12B and coloured round with red on Plan 13A (DP 298) the incumbrances conditions restrictions provisions and other matters contained or referred to in the said Conveyance dated 3 August 1970.

FOURTH PART
(The Leases)

DATE	PREMISES	PARTIES
1.9.1987	6 Albany House	WDC (1) Kitchens Direct Ltd (2)
17.11.1987	7/8 Albany House	WDC (1) Peter Waugh t/a Washington Accountancy Services (2)
20.3.1986	9 Albany House	WDC (1) Northern Administration Services Ltd (2)
3.9.1987	10 Albany House	WDC (1) Albany Administration Services Ltd (2)
13.6.1984	11 Albany House	WDC (1) J Sweeney & W Calland t/a CDS Insurance Services North East (2)
2.11.1987	12 Albany House	WDC (1) J Sweeney & F Kirkland t/a Investment Consultancy Services (2)
30.10.1984	13/14 Albany House	WDC (1) The Guinness Trust (2)
19.10.1981	1 Concord House	WDC (1) H M Clark Q A Scott and W R Clark t/a Clark &

		Mills (2)
1.9.1987	2 Concord House	WDC (1) Forbuoys plc (2)
8.7.1985	4 Concord House	WDC (1) Alpine (Double Glazing) Company Ltd (2)
24.12.1981	5 Concord House	WDC (1) Malcolm Craig (2)
27.6.1985	6 Concord House	WDC (1) B O C Health Care (2)
10.2.1984	7 Concord House	WDC (1) Textlite (UK) Ltd (2)
21.12.1982	8 Concord House	WDC (1) Textlite (UK) Ltd (2)
18.8.1981	9 Concord House	WDC (1) D W Johnson (2)
6.8.1986	10 Concord House	WDC (1) Process Technology Ltd (2)
27.6.1985	13 Concord House	WDC (1) O S Kverndal N Millard M C E Bedwell & G K Drew t/a Intercargo Surveys (2)

FIFTH PART
(The Licences)

DATE	DOCUMENT	PREMISES	PARTIES
17.8.1987	Agreement to Licence	4 Albany House	WDC (1) Atlantis Kitchens Ltd (2)
3.9.1987	Licence to Assign	9 Albany House	WDC (1) Northern Administration Services Ltd (2) Albany Administration Services Ltd (3)

11.6.1985	Licence to Assign	11 Albany House	WDC (1) J Sweeney and W Calland (2) J Sweeney and F Kirkland (3)
1.2.1988	Agreement to Licence	16 Albany House	WDC (1) Business Telecommunications Services Ltd (2)
14.7.1987	Agreement to Licence	3 Concord House	WDC (1) A Whitten (2)

SCHEDULE THIRTEEN

(The Rentcharges)

FIRST PART

(Pending Land Registry Applications)

DATE	PREMISES	PARTIES
20.10.1987	20/21 Brindley Road Hertburn Industrial Estate	WDC (1) Maccess Limited (2)
29.9.1987	2 Alston Road Pattinson Industrial Estate	WDC (1) Teesside Sports Limited (2)
11.12.1987	4/5 Alston Road Pattinson Industrial Estate	WDC (1) Mailcom Plc (2)
29.9.1987	4 Faraday Close Pattinson Industrial Estate	WDC (1) Enpar North Limited Pension Fund (2)
29.9.1987	20/21/22 Faraday Close Pattinson Industrial Estate	WDC (1) Process Systems Limited (2)
29.9.1987	Unit B Swan Industrial Estate	WDC (1) Francis Light Transport (2)
8.10.1987	Unit C Swan Industrial Estate	WDC (1) Nationaire Engineering Limited (2)

SECOND PART
(Unregistered Rentcharges)

DATE	PREMISES	PARTIES
11.12.1987	9/10 Armstrong Road Armstrong Industrial Estate	WDC (1) Simpson Print Limited (2)
12.10.1987	23 Elswick Road Armstrong Industrial Estate	WDC (1) Wacker (Great Britain) Limited (2)
29.9.1987	24 Elswick Road Armstrong Industrial Estate	WDC (1) Arthur Turnbull and Ellen Turnbull (2)
30.9.1987	25 Elswick Road Armstrong Industrial Estate	WDC (1) McHugh Engineering Limited (2)
29.9.1987	26 Elswick Road Armstrong Industrial Estate	WDC (1) Sharps Individual Bedrooms Limited (2)
28.10.1987	1 Lambert Road Armstrong Industrial Estate	WDC (1) Terry Harrison Holdings Limited (2)
1.10.1987	5/6 Whitworth Road Armstrong Industrial Estate	WDC (1) Tyne & Wear Engineering Co Limited (2)
30.9.1987	13/14 Harvey Close Crowther Industrial Estate	WDC (1) Spedding Foods Limited (2)
13.1.1988	17 Harvey Close Crowther Industrial Estate	WDC (1) Eden-Vale Engineering Co Limited (2)
29.9.1987	42 Hutton Close Crowther Industrial Estate	WDC (1) Graphic and Display Products Limited (1)
30.9.1987	43 Hutton Close Crowther Industrial Estate	WDC (1) Wilstomet Products Limited (2)

30.9.1987	45 Hutton Close Crowther Industrial Estate	WDC (1) Work & Learn (North East) Limited (2)
21.10.1987	51 Hutton Close Crowther Industrial Estate	WDC (1) Pleasurama Property Investments Limited (2)
9.10.1987	68 Hutton Close Crowther Industrial Estate	WDC (1) Goffin Evans & Co Limited (2)
1.10.1987	72 Hutton Close Crowther Industrial Estate	WDC (1) Lloyd Drilling Limited (2)
30.9.1987	1 Bridgewater Road Hertburn Industrial Estate	WDC (1) James Neill Holdings Plc (2)
30.9.1987	22 Bridgewater Road Hertburn Industrial Estate	WDC (1) Ferguson Printing & Packaging Limited (2)
23.10.1987	1 Industrial Road Hertburn Industrial Estate	WDC (1) Washington General Trading Co Limited (2)
2.10.1987	2 Industrial Road Hertburn Industrial Estate	WDC (1) Grindrite (North East) Limited (2)
29.9.1987	9/10 Industrial Road Hertburn Industrial Estate	WDC (1) Freemans Plc (2)
29.9.1987	14 Industrial Road Hertburn Industrial Estate	WDC (1) Grindrite (North East) Limited (2)
28.10.1987	16 Sedling Road Wear Industrial Estate	WDC (1) Jaques Vert Plc (2)
30.9.1987	17 Sedling Road Wear Industrial Estate	WDC (1) Sunderland Engineering Training Association Limited (2)
30.9.1987	20 Sedling Road Wear Industrial Estate	WDC (1) Roundel Manufacturing Limited (2)
30.10.1987	22 Sedling Road Wear Industrial Estate	WDC (1) Applied Holographics Limited (2)

12.11.1987	24 Sedling Road Wear Industrial Estate	WDC (1) MTM Plc (2)
31.3.1988	24 Sedling Road Wear Industrial Estate	WDC (1) MTM Plc (2)
30.9.1987	27 Sedling Road Wear Industrial Estate	WDC (1) Alan Strong (2)
30.9.1987	28 Sedling Road Wear Industrial Estate	WDC (1) Gledhill Water Storage Limited (2)
29.9.1987	29 Sedling Road Wear Industrial Estate	WDC (1) Watts Industrial Tyres Limited (2)
30.9.1987	33 & 34 Sedling Road Wear Industrial Estate	WDC (1) Trevor John Green (2)
17.3.1988	Land at Sedling Road Wear Industrial Estate	WDC (1) Applied Holographics Plc (2)

SCHEDULE FOURTEEN

(The Service Agreements)

LOCATION	SERVICE	COMPANY	TERM	COST
ALBANY HOUSE	Caretaking and Cleaning	Albany Cleaning Services Swan Industrial Estate Washington NE38 8JJ	1 Year	£1,170
	Refuse Collection	Sunderland Borough Council P O Box No. 107 Town Hall and Civic Centre	1 Year	£152

	Sunderland		
	SR2 7DN		
Window	Fernville	1 Year	£120
Cleaning	6 Deepdale		
	Rickleton		
	Washington		
Mechanical/ Electrical	Norstead Engineering	1 Year	£1,707
	Mylord Crescent		
	Killingworth		
	Northumberland		
Pest	Rentokil Limited	1 Year	£119
Control	Felcourt		
	East Grinstead		
	West Sussex		
	RH19 2JY		
Personnel	Personnel Hygiene	1 Year	£156
Hygiene	Services Limited		
	18 Kitty Brewster		
	Trading Estate		
	Blyth		
Gas		1 Year	£5,032

	Electricity		1 Year	£1,200
	Drain	AIM RANGE	1 Year	£170
	Maintenance	Unit 20 Kitty Brewster Industrial Estate Blyth		
VERMONT HOUSE	Caretaking and Cleaning	Albany Cleaning Services Station Building Swan Industrial Estate Washington NE38 8JJ	1 Year	£2,400
	Refuse Collection	Sunderland Borough Council P O Box No. 107 Town Hall and Civic Centre Sunderland SR2 7DN	1 Year	£152
	Window Cleaning	Fernville 6 Deepdale Rickleton	1 Year	£252

		Washington		
	Mechanical/ Electrical	Norstead Engineering Mylord Crescent Killingworth Northumberland	1 Year	£1,181
	Pest Control	Rentokil Limited Felcourt East Grinstead West Sussex RH19 2JY	1 Year	£119
	Gas		1 Year	£5,000
	Electricity		1 Year	£4,500
	Drain Maintenance	AIM RANGE Unit 20 Kitty Brewster Industrial Estate Blyth	1 Year	£170
CONCORD HOUSE	Caretaking and Cleaning	Albany Cleaning Services Station Building Swan Industrial Estate Washington	1 Year	£1,170

NE38 8JJ

Refuse Collection	Sunderland Borough Council P O Box No. 107 Town Hall and Civic Centre Sunderland SR2 7DN	1 Year	£152
Window Cleaning	Fernville 6 Deepdale Rickleton Washington	1 Year	£120
Mechanical/ Electrical	Norstead Engineering Mylord Crescent Killingworth Northumberland	1 Year	£1,362
Pest Control	Rentokil Limited Felcourt East Grinstead West Sussex RH19 2JY	1 Year	£357

	Gas		1 Year	£4,000
	Electricity		1 Year	£900
	Drain	AIM RANGE	1 Year	£170
	Maintenance	Unit 20 Kitty Brewster Industrial Estate Blyth		
ARMSTRONG HOUSE	Caretaking and Cleaning	Office Cleaning Services Coronation Street Wallsend Tyne & Wear NE28 7LV	1 Year	£2,330
	Refuse Collection	Sunderland Borough Council P O Box No. 107 Town Hall and Civic Centre Sunderland SR2 7DN	1 Year	£544
	Roller Towels	Society Services P O Box 9	1 Year	£440

	Equitable House Wallsend Tyne & Wear NE38 8LR		
Window Cleaning	Fernville 6 Deepdale Rickleton Washington	1 Year	£1,056
Mechanical/ Electrical	Norstead Engineering Mylord Crescent Killingworth Northumberland	1 Year	£2,581
Lift Maintenance	Hammond and Champness Gnome House Blackhorse lane London	1 Year	£379
Pest Control	Rentokil Limited Felcourt East Grinstead West Sussex RH19 2JY	1 Year	£137
Gas		1 Year	£9,941

Electricity		1 Year	£3,595
Drain	AIM RANGE	1 Year	£170
Maintenance	Unit 20 Kitty Brewster Industrial Estate Blyth		
Personnel	Personnel Hygiene	1 Year	£178
Hygiene	Services Limited 18 Kitty Brewster Trading Estate Blyth		

SCHEDULE FIFTEEN

DATE	DOCUMENT	PARTIES
18.2.1972 DP 219 C-1	Conveyance	WDC (1) Midland Electric Manufacturing Company Limited (2)
12.8.1969 DP 219 C	Conveyance	WDC (1) Spicers (Stationery) Limited (2)
31.8.1984 DP 147/CON	Transfer	WDC (1) Terry Harrison Holdings Limited (2)
21.3.1984 DP 492/G1	Transfer	WDC (1) D Neville and P A Neville (2)

26.9.1984 DP 317/E	Conveyance	WDC (1) NEEB (2)
11.12.1984 DP 317/E	Transfer	WDC (1) Matthew Royce Limited (2)
20.5.1986 DP 317/E	Transfer	WDC (1) Jaques Vert Plc (2)
2.1.1985 DP 317/CON	Transfer	WDC (1) Dunlop Holdings Plc (2)
6.2.1981 DP 317/C	Conveyance	WDC (1) Brian Reed (Northern) Limited t/a Reed print and Design (2)
19.1.1973 DP 354	Conveyance	WDC (1) The Post Office (2)
30.9.1983 DP 1395	Transfer	WDC (1) Donwell Products Limited (2)
4.8.1970 DP 219/C	Agreement	WDC (1) Midland Electric Manufacturing Company Limited (2)
7.5.1986 DP 219/CON	Transfer	WDC (1) Rite Vent Limited (2)
1.10.1986 DP 219/C-22	Transfer	WDC (1) Darlington Commercials Limited (2)
19.3.1986 DP 219/C-21	Transfer	WDC (1) Mr and Mrs G R Scott t/a North East Lock & Key Company (2)
16.4.1985 DP 219/C-19	Transfer	WDC (1) High Force Engineering Company Limited (2)
29.2.1984 DP 219/C-16	Transfer	WDC (1) Eden-Vale Engineering Company Limited (2)
1.7.1983 DP 219/C-15	Transfer	WDC (1) Chadwick and Walter Limited (2)
15.4.1985 DP 219/C-19	Transfer	WDC (1) Planet (TV & Video) Limited (2)

6.1.1978 DP 219/CON	Conveyance	WDC (1) Ronan Engineering Limited (2)
1.5.1985 DP 1407	Option	WDC (1) Labelling Dynamics Limited (2)
1.5.1985 DP 1407	Transfer	WDC (1) Labelling Dynamics Limited (2)
5.12.1968 DP 171	Conveyance	Tubes (Equipment) Limited (1) WDC (2)
23.7.1968 DP 174	Conveyance	WDC (1) RCA Great Britain Limited (2)
17.12.1986 DP	Transfer	WDC (1) Abcon (NE) Limited (2)
4.10.1982 DP 74/B	Conveyance	WDC (1) The Territorial Auxiliary and Volunteer Reserve Association for the North of England (2)
9.11.1972 DP 74/B	Conveyance	WDC (1) Philips Electrical Limited (2)
14.10.1987 DP 63/CON	Transfer	WDC (1) Washington Envelopes Limited (2)
16.11.1987 DP 588	Transfer	WDC (1) Freemans Plc (2)
15.3.1984 DP 101/B	Conveyance	WDC (1) Statebourne (Cryogenic) Limited (2)
13.10.1986 DP 147/N	Transfer	WDC (1) Home Insulation Limited (2)
15.9.1986 DP 147/N	Agreement	WDC (1) Home Insulation Limited (2)
21.11.1984 DP/147/M	Transfer	WDC (1) Wright Dental Group Limited (2)

3.1.1972	Deed of Grant	WDC (1) Central Electricity Generating Board (2)
30.4.1984 DP 101/E	Transfer	WDC (1) Barclays Bank plc (2)
31.12.1985	Counterpart Lease	WDC (1) The Secretary of State for Social Services (2)
19.8.1980	Deed of Grant	Trustees for Methodist Church Purposes (1) WDC (2)
11.7.1978	Conveyance	WDC (1) The New Washington Methodist Church Council (2) The Trustees for Methodist Church Purposes (3)
30.10.87	Transfer	WDC (1) Howard Malcolm Jones and Anne Jane Jones (2)
30.9.87	Transfer	WDC (1) NEEB (2)
30.9.87	Transfer	WDC (1) William Steward (Holdings) Ltd (2)
29.9.87	Transfer	WDC (1) Kenneth Martin Ltd (2)
30.9.87	Transfer	WDC (1) ABI Properties Ltd (2)
29.9.87	Transfer	WDC (1) John Gibson (Plastics) Ltd (2)
5.10.87	Transfer	WDC (1) Scottish & Newcastle Breweries plc (2)
30.9.87	Transfer	WDC (1) Brian Reed (Northern) Ltd (2)
31.3.88	Transfer	WDC (1) Perlos Ltd (2)

11.3.88	Transfer	WDC (1) NEK Cables Ltd (2)
4.3.88	Transfer	WDC (1) Co-operative Insurance Society Ltd (2)
8.3.88	Transfer	WDC (1) Safety Kleen UK Ltd (2)
8.3.88	Agreement	WDC (1) Safety Kleen UK Ltd (2)
12.6.87	Deed of Grant	WDC (1) British Gas plc (2)
26.2.87	Deed of Grant	WDC (1) British Gas plc (2)
1.6.87	Deed of Grant	WDC (1) British Gas plc (2)
27.1.87	Deed of Grant	WDC (1) British Gas plc (2)
25.1.85	Deed of Grant	WDC (1) NEEB (2)
29.3.1988	Supplemental Transfer	WDC (1) NEEB (2)

SCHEDULE SIXTEEN

<u>DATE</u>	<u>DOCUMENT</u>	<u>PROPERTY</u>	<u>PROPERTIES</u>
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SCHEDULE 1

Armstrong Industrial Estate

FIRST PART

(The Leases)

31.3.1988	Lease	5 Armstrong Road	WDC (1) YMCA Training Workshop Limited (2)
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31.3.1988	Lease	17 Donkin Road	WDC (1) Rosette Clothing Limited (2)
28.3.1988	Lease	14 Elswick Road	WDC (1) Skill Symbol Limited (2)
29.3.1988	Lease	21 Elswick Road	WDC (1) Patricia Iris Craven t/a Sophie Crafts (2)
10.5.1988	Lease	8 Whitworth Road	The Vendor (1) Paul Backhouse Limited (2)
31.3.1988	Supplemental Lease	Ground Floor Armstrong House	WDC (1) Microcomputing Limited (2)
31.3.1988	Lease	Second Floor Armstrong House	WDC (1) The Council of the Borough of Sunderland (2)

SECOND PART

(The Licences)

TERMINATED	Agreement to Licence 7.1.1988	17 Donkin Road	Rosette Clothing Company (1) WDC (2)
31.3.1988	Agreement Rent Concession	17 Donkin Road	Rosette Clothing Limited (1) Richard I Racke Limited (2) WDC (3)

SCHEDULE TWO

Crowther Industrial Estate

FIRST PART

(The Leases)

31.3.1988	Lease	28 Harvey Close	WDC (1) The Council of the Borough of Sunderland (2)
VOID	Lease 31.3.1988	29 Harvey Close	WDC (1) Messrs Hepple Foster and Crozier t/a Washington Food Brokers (2)
28.3.1988	Lease	44 Hutton Close	WDC (1) Aabon Engineering Services Limited (2)
25.3.1988	Lease	55 Hutton Close	WDC (1) Alpha Urethane Limited (2)
26.4.1988	Lease	63 and 64 Hutton Close	WDC (1) Hepple Foster and Crozier t/a Washington Food Brokers (2)
VOID	Lease 4.2.1988	66 Hutton Close	WDC (1) F Uttley & Son Limited (2)
31.3.1988	Lease	40 Phoenix Road	WDC (1) Transfer All Purpose Foils Limited (2) Applied Holographics plc and T P F Incorporated (3)

SECOND PART

(The Licences)

31.3.1988	Licence to Assign and Deed of Variation	1 Brockwell Road	WDC (1) Solvitol Limited (2) Century Oils Limited (3)
31.3.1988	Supplemental Deed	1 Brockwell Road	WDC (1) Century Oils Limited (2) Century Oils Group plc (3)
VOID	Agreement to Licence 19.11.1987	30 Harvey Close	WDC (10) The Council of the Borough of Sunderland (2)
31.3.1988	Agreement Rent Concession	40 Phoenix Road	Transfer-All Purpose Foils Limited (1) Applied Holographics plc and TPF Incorporated (2) WDC (3)
31.3.1988	Option Deed	40 Phoenix Road	WDC (1) Transfer-All Purpose Foils Limited (2)
31.3.1988	Option Agreement	40 Phoenix Road	WDC (1) Transfer-All Purpose Foils Limited (2)

SCHEDULE THREE

Glover Industrial Estate

FIRST PART

(The Leases)

31.3.1988	Lease	1 Tower Road	WDC (1) Visionhire Limited (2)
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31.3.1988	Lease	23 Bridgewater Road	WDC (1) JCR Inks and Coatings Limited (2)
31.3.1988	Lease	15 Brindley Road	WDC (1) The Council of the Borough of Sunderland (2)
VOID	Lease 10.10.1986	3 Industrial Road	WDC (1) Aabon Engineering Services Limited (2)
22.3.1988	Lease	6 Industrial Road	WDC (1) Alarm and Communication Systems Limited (2)
31.3.1988	Lease	13 Industrial Road	WDC (1) Wormald Ansul (UK) Limited (2)
31.3.1988	Lease	Unit 3 Vermont House	WDC (1) Albany International Services Limited (2)
VOID	Lease 30.6.1987	Unit 15B Vermont House	WDC (1) Ian Pattinson (Footwear) Limited (2)
22.3.1988	Lease	Unit 16 Vermont House	WDC (1) Nissan Trading Company Limited (2)

THE SECOND PART

(The Licences)

31.3.1988	Agreement Rent Concession	23 Bridgewater Road	JCR Inks and Coatings Limited (1) Gibbons Lyon plc (2) WDC (3)
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22.3.1988	Agreement Rent Concession	6 Industrial Road	Alarm and Communication Systems Limited (1) S J Jefferson and D J Trotter (2) WDC (3)
18.3.1987	Licence to Assign	13 Industrial Road	WDC (1) Mather & Platt Limited (2) Wormald Ansul (UK) Limited (3)

SCHEDULE FIVE

Parsons Industrial Estate

FIRST PART

(The Leases)

31.3.1988	Lease	14/15 and 16/17 Parsons Road	WDC (1) Ikeda Hoover Trim Manufacturing (UK) Limited (2)
31.3.1988	Lease	4 Rosse Close	WDC (1) Corwill Limited (2)

SECOND PART

(The Licences)

TERMINATED	Agreement to Lease 29.11.1985	14/15 and 16/17 Parsons Road	WDC (1) Ikeda Hoover Trim Manufacturing (UK) Ltd (2)
31.3.1988	Agreement Rent Concession	14/15 and 16/17 Parsons Road	Ikeda Hoover Ltd (1) WDC (2)

31.3.1988	Agreement Rent Concession	4 Rosse Close	Corwill Ltd (1) David Kitto and Brian Kellard (2) WDC (3)
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SCHEDULE SIX

Pattinson North Industrial Estate

FIRST PART

(The Leases)

16.5.1988	Lease	7 Faraday Close	Commission for the New Towns (1) Tyneside Business Supplies Limited (2)
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30.3.1988	Lease	8 Faraday Close	WDC (1) James Colin Hannan t/a Maxine Fashions (2)
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31.3.1988	Lease	10 Faraday Close	WDC (1) Automatic Doors Limited (2)
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31.3.1988	Lease	11 Lee Close	WDC (1) Press Spin Engineering Limited (2)
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31.3.88	Lease	2 Walton Road	WDC (1) The Post Office (2)
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SECOND PART

(The Licences)

TERMINATED	Agreement to Licence 10.2.1988	8 Faraday Close	WDC (1) J C Hannan t/a Maxine Fashions (2)
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TERMINATED	Agreement to Licence 23.2.1988	10 Faraday Close	WDC (1) Automatic Doors Limited (2)
25.3.1988	Agreement to Licence	2 Lee Close	WDC (1) Mailcom Limited (2)
TERMINATED	Agreement to Licence 14.11.1987	11 Lee Close	WDC (1) Press Spin Engineering Limited (2)
31.3.1988	Agreement Rent Concession	11 Lee Close	Press Spin Engineering Limited (1) Nationaire Engineering Limited (2) WDC (3)
TERMINATED	Agreement to Licence 16.1.1986	2 Walton Road	WDC (1) The Post Office (2)

SCHEDULE SEVEN

Pattinson South Industrial Estate

FIRST PART

(The Leases)

TERMINATED	Lease 14.1.1983	14 Wilden Road	WDC (1) R J S Wilkinson and J Mills t/a Airow Safe (2)
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SECOND PART

(The Licences)

VOID	Agreement to Licence 2.5.1986	18 Stirling Close	WDC (1) Colour Screen Limited (2)
VOID	Agreement to Licence 16.2.1987	21 Stirling Close	WDC (1) Glomart Limited (2)
VOID	Agreement to Licence 23.11.1987	24 Stirling Close	WDC (1) B P Stoddart (2)
VOID	Agreement to Licence 21.7.1987	29 Stirling Close	WDC (1) J W Jamieson and M Jamieson t/a United Paper (2)
VOID	Agreement to Licence 29.1.1986	30 Stirling Close	WDC (1) J Gregg and Iverson t/a Tyneside Scottish Confectionery (2)
9.5.1988	Agreement to Licence	6 Wilden Road	The Vendor (1) I Graham K Lewins K C Wilson t/a Columbia Cutting Services (2)
VOID	Agreement to Licence 1.5.1987	9 Wilden Road	WDC (1) J D and M A Blakely t/a Northern Flue & Chimney Supplies (2)

SCHEDULE EIGHT

Stephenson Industrial Estate

FIRST PART

(The Leases)

31.3.1988	Lease	2 Baird Close	WDC (1) Adamssoft Limited (2)
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VOID	Lease 16.9.1985	10 Baird Close	WDC (1) Nixdorf Computers Limited (2)
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31.3.1988	Lease	1 Stephenson Road	WDC (1) Berghaus Limited (2)
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SECOND PART
(The Licences)

31.3.1988	Agreement Rent Concession	1 Stephenson Road	Berghaus Limited (1) Peter Frederick Lockey and George Gordon Davison (2) WDC (3)
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SCHEDULE NINE

Sulgrave Industrial Estate

FIRST PART
(The Leases)

11.5.1988	Lease	3 Gayton Road	The Vendor (1) Tomkins and Burton t/a Concord Cabs (2)
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VOID	Lease 18.2.1986	5 Gayton Road	WDC (1) B Powell t/a Barry Powell Dental Laboratories (2)
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VOID from 30.6.1988	Lease 5.5.1983	6 Gayton Road	WDC (1) F Watson (2)
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SECOND PART
(The Licences)

TERMINATED	Agreement to Licence 16.2.1988	3 Gayton Road	WDC (1) J F Balfour and G Balfour t/a Trover Services (2)
TERMINATED	Agreement Rent Concession 18.2.1986	5 Gayton Road	B Powell t/a Barry Powell Dental Laboratories (1) WDC (1)
VOID	Agreement to Licence 18.1.1984	9 Gayton Road	WDC (1) G E Balaam t/a Homecare Supplies (2)

SCHEDULE TEN

Swan Industrial Estate

FIRST PART
(The Leases)

31.3.1988	Lease	4 Eddison Road	WDC (1) Peter Wilson and Brian Storey t/a Arc Equipment Services (2)
31.3.1988	Lease	5 Eddison Road	WDC (1) Bremtek Limited (2)
VOID	Lease 18.12.1984	8 Eddison Road	WDC (1) Coldflow Limited (2)
VOID	Lease 23.4.1985	15 Eddison Road	WDC (1) Bremtek Limited (2)

31.3.1988	Lease	18 Eddison Road	WDC (1) P E M Chapman t/a Fashion Line (2)
22.3.1988	Lease	20 Eddison Road	WDC (1) Copeland Limited (2)
VOID	Lease 2.4.1979	1 Swan Road	WDC (1) Press Spin Engineering Limited (2)
TERMINATED	Lease 21.6.1982	3 Swan Road	WDC (1) R Wilson t/a Wilson Transport (2)
25.3.1988	Lease	3 Swan Road	WDC (1) Robert Wilson (2)
VOID	Lease 18.2.1988	4 Swan Road	WDC (1) Automatic Doors Limited (2)
VOID	Lease 2.11.1987	9 Swan Road	WDC (1) R Hepplewhite M Hepplewhite and M Whittle t/a MRM Mouldings (2)
31.3.1988	Lease	15 Swan Road	WDC (1) David Neville and Peter Anthony Neville t/a Washington Badge and Embroidery Company (2)
VOID	Lease 21.1.1987	26 Swan Road	WDC (1) D Morgan and G Morgan t/a Dee-Gee Fashions (2)
13.5.1988	Lease	26 Swan Road	The Vendor (1) Hepplewhite and Whittle t/a MRM Mouldings (2)

31.3.1988	Lease	28 Swan Road	WDC (1) Robert Colin Pounder and Eric Pounder t/a Central Supply Company (2)
28.3.1988	Lease	31 Swan Road	WDC (1) John Richard Smith t/a My Kinda Pizza (2)
VOID	Lease 25.11.1987	39 Swan Road	WDC (1) J Gourley t/a Tonia Ann Fashions (2)
6.6.1988	Agreement for Lease	8 Eddison Road	The Vendor (1) A and G Kelley t/a Kelley's Autoparts (2)

SECOND PART
(The Licences)

VOID	Agreement to Licence	5 Eddison Road	WDC (1) J Veitch t/a Family Fashions (2)
VOID	Agreement to Licence 29.10.1987	16 Eddison Road	WDC (1) A Bell t/a AB Tyres (2)
VOID	Agreement Rent Concession 18.2.1988	4 Swan Road	Automatic Doors Limited (1) Michael Mersh (2) WDC (3)
VOID	Agreement Rent Concession 21.1.1987	26 Swan Road	D Morgan and G Morgan t/a Dee-Gee Fashions (2)


SECOND PART
(The Licences)

	Agreement to Licence	2 Albany House	The Vendor (1) Homeowners (UK) Limited (2)
VOID	Agreement to Licence 17.8.1987	4 Albany House	WDC (1) Atlantis Kitchens Limited (2)
1.5.1988	Agreement to Licence	15 Albany House	The Vendor (1) Business Telecommunications Services Limited (2)

Table in pages 144A — 144D attached,
the bound pages 144A and 144B
should be ignored

S. 40(2)

MASTER - Copy signed P

 TYNE AND WEAR ARCHIVES SERVICE				
CLASS NO.	WS 2004.6			
DATES	From	To		
NOS.				
LOC.	ROOM	BAY	SHELF	BOX
				A672
IRN				

RM3

COMMISSION FOR THE NEW TOWNS

("The Vendor")

and

WASHINGTON DEVELOPMENTS LIMITED

("The Purchaser")

Sale of Assets - Washington

ANNEXURE 1

These are the Transfers referred to in clause 3(2) of the contract dated the 17th day of June 1988 and made between the Vendor (1) and the Purchaser (2). The plans referred to therein as plans 1 to 13 inclusive correspond with the contract plans numbered 1A to 13A inclusive.

Initialled : on behalf of the Vendor

s. 40(2)

Initialled : [redacted] behalf of the Purchaser

Sale of Assets - Washington

ANNEXURE 1

SUMMARY OF CONTENTS

T 1	-	Armstrong Estate and Armstrong House
T 2	-	Crowther Estate
T 3	-	Glover Estate
T 4	-	Hertburn Estate and Vermont House
T 5	-	Parsons Estate
T 6	-	Pattinson North Estate
T 7	-	Pattinson South Estate
T 8	-	Stephenson Estate
T 9	-	Sulgrave Estate
T 10	-	Swan Estate
T 11	-	Wear Estate
T 12	-	Albany House
T 13	-	Concord House

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
at the Armstrong Industrial Estate
Washington Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW511LAS 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS:

[to be allocated]

PROPERTY: Land and premises on the Armstrong
Industrial Estate at Washington

DATE: 1988

1. In this Transfer the following expressions have the following
respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and
Wear described in the First Schedule hereto and each and every
part thereof

(b) "The Rentcharges" means the perpetual yearly rentcharges in
possession created by the transfers of land particulars whereof
(if any) are set forth in the Fifth Schedule hereto and all

future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers

- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Price" means the sum of Twenty million five hundred thousand pounds (£20,500,000)
- (i) "The Interest" means:-
 - (i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

(n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services

(o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan

(p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property

(q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the Price paid by the Purchaser to the Vendor (the receipt of which the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers (inter alia) to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are

still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same
6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land
7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels of land (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof all which land and buildings form part of the Armstrong Industrial Estate and Armstrong House Washington aforesaid

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

- (b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor

7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
1. 31 March 1967	Conveyance	Northern Industrial Improvement Trust Limited (1) WDC (2)
2. 18 April 1946	Conveyance	W H W Musgrave (1) P H Wykeham and A A H Wykeham (2) Northern Industrial Improvement Trust Limited (3)
3. 12 July 1968	Conveyance	The Secretary of State for Defence (1) WDC (2)
4. 30 December 1939	Conveyance	Northern Industrial Improvement Trust Limited (1) Newcastle upon Tyne Permanent Building Society (2) His Majesty's Principal Secretary of State for the War Department (3)
5. 7 October 1940	Conveyance	W H W Musgrave (1) P H Wykeham and AAH Wykeham (2) His Majesty's Principal Secretary of State for the War Department (3)

THE FIFTH SCHEDULE(The Rentcharges)

	<u>Date</u>	<u>Address</u>	<u>Parties</u>
1.	30 September 1987	25 Elswick Road	WDC (1) McHugh Engineering Limited (2)
2.	29 September 1987	26 Elswick Road	WDC (1) Sharps Individual Bedrooms Limited (2)
3.	1 October 1987	5/6 Whitworth Road	WDC (1) Tyne and Wear Engineering Co. Ltd (2)
4.	12 October 1987	23 Elswick Road	WDC (1) Wacker (Great Britain) Limited (2)
5.	28 October 1987	1 Lambert Road	WDC (1) Terry Harrison Holdings Limited (2)
6.	11 December 1987	9/10 Armstrong Road	WDC (1) Simpson Print Limited (2)
7.	29 September 1987	24 Elswick Road	WDC (1) A and E Turnbull (2)

The Sixth Schedule

	<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
1.	31 August 1984	Transfer	WDC (1) Terry Harrison Holdings Limited (2)	2 Lambert Road
2.	23 July 1968	Conveyance	WDC (1) RCA Great Britain Limited (2)	14.755 Acres North of Armstrong Road
3.	13 October 1986	Transfer	WDC (1) Home Insulation Limited (2)	3 Armstrong Road
4.	15 September 1986	Agreement	WDC (1) Home Insulation Limited (2)	3 Armstrong Road
5.	21 November 1984	Transfer	WDC (1) Wright Dental Group Limited (2)	13 Donkin Road

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
at the Crowther Industrial Estate at Washington
in the County of Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW507.LAS 40,4)

payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers

- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid
- (i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

(n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services

(o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan

(p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property

(q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of

such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels of land (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof all which land and buildings form part of the Crowther Industrial Estate Washington aforesaid

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

(b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor
7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property
8. For the benefit and protection of that part of the Retained land known as numbers 3 and 4 Tilley Road Crowther Industrial Estate Washington aforesaid (hereinafter called "the retained property") and upon having first given seven clear days notice in writing to the Purchaser the right at all reasonable times for the Vendor its agents and contractors with or without workmen and materials to enter upon so much only of that part of the property known as 4A Tilley Road Crowther Industrial Estate aforesaid (hereinafter called "the conveyed property") as may be necessary for the purpose of enabling a dividing wall to be erected along the

boundary between and within the retained property and the conveyed property and to facilitate the carrying out also of all other works reasonably required so that the retained property and the conveyed property become separate and capable of being let as separate independent units the person exercising such rights effecting the works with due expedition so as to cause as little damage as possible to the conveyed property and making good immediately any damage caused thereto Provided that the rights conferred by this present paragraph 8 shall only be exercisable if and in the event of the retained property and the conveyed property being occupied or let in the future to different parties and PROVIDED FURTHER that nothing contained in this paragraph 8 shall be construed as imposing any obligation upon the Vendor to erect such wall or carry out any such works.

The Fourth Schedule

(Incumbrances)

	<u>Date</u>	<u>Document</u>	<u>Parties</u>
1.	31 March 1967	Conveyance	Northern Industrial Improvement Trust Limited (1) WDC (2)
2.	18 April 1946	Conveyance	W H W Musgrave (1) P H Wykeham and A A H Wykeham (2) Northern Industrial Improvement Trust Limited (3)
3.	20 December 1935	Conveyance	The Washington Coal Company Limited (1) Lloyds Bank Limited (2) Northern Industrial Improvement Trust Limited (3)
4.	22nd June 1920	Indenture	J Hall(1) The Washington Coal Company Limited (2)
5.	20th November 1924	Indenture	H R Bowmer & G W Bowmer (1) The Washington Coal Company Limited (2)

6. 17 June 1969 Conveyance J H Goodfellow (1) W D C (2)
7. 12 February 1951 Conveyance The Honourable Claud Lambton and David Alexander Gray (1) C R Knaggs (2)
8. 29 December 1951 Conveyance The Honourable Claud Lambton and D A Gray (1) H C Hornsby and G Hornsby (2)
9. 14 September 1964 Conveyance A J R Collins D A Gray and R O Stanley (1) H C Hornsby and G Hornsby (2)
10. 12 October 1956 Conveyance Sir W W Gibson D A Gray (1) H C Hornsby and G Hornsby (2)
11. 17th July 1970 Conveyance J Foster (1) WDC (2)
12. 29 April 1969 Conveyance W A Lowther (1) Martin's Bank Limited (2) W D C (3)
13. 1 February 1971 Conveyance F W Blacklock (1) W D C (2)

14. 11 January 1958 Conveyance Sir W W Gibson and D A Gray
(1) F W Blacklock (2)
15. 19 September 1962 Conveyance Sir W W Gibson and D A Gray
(1) F W Blacklock (2)
16. 1 March 1967 Conveyance A J R Collins D A Gray and
The Right Honourable R O
Stanley (1) W D C (2)
17. 3 May 1956 Conveyance and
Deed of Grant
and Release The Right Honourable J F
Earl of Durham (1) The
Honourable C Lambton D A
Gray and A J R Collins (2)
The National Coal Board (3)
18. 3 May 1956 Deed The Right Honourable J F
Earl of Durham (1) The
Honourable C Lambton and D A
Gray and A J R Collins (2)
The National Coal Board (3)

THE FIFTH SCHEDULE(The Rentcharges)

	<u>Date</u>	<u>Address</u>	<u>Parties</u>
1.	13 January 1988	17 Harvey Close	W D C (1) Eden-Vale Engineering Co. Limited (2)
2.	21 October 1987	51 Hutton Close	W D C (1) Pleasurama Property Investments Limited (2)
3.	1 October 1987	72 Hutton Close	W D C (1) Lloyds Drilling Limited (2)
4.	9 October 1987	68 Hutton Close	W D C (1) Goffin Evans and Company Limited (2)
5.	29 September 1987	42 Hutton Close	W D C (1) Graphic and Display Products Limited (2)
6.	30 September 1987	43 Hutton Close	W D C (1) Wilstomet Products Limited (2)

- 7. 30 September 1987 13/14 Harvey Close W D C (1) Spedding Foods Limited (2)
- 8. 30 September 1987 45 Hutton Close W D C (1) Work and Learn (North East) Limited (2)

The Sixth Schedule

	<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
1.	18 February 1972	Conveyance	W D C (1) Midland Electric Manufacturing Company Limited (2)	8.253 acres
2.	11 August 1969	Conveyance	W D C (1) Spicers (Stationery) Limited (2)	4.3 acres
3.	15 April 1985	Transfer	W D C (1) Planet (TV and Video) Limited (2)	38 Hutton Close
4.	6 January 1978	Conveyance	W D C (1) Ronan Engineering Limited (2)	1.45 Acres at Tilley Road
5.	26 September 1984	Conveyance	W D C (1) NEEB (2)	Land and Easements at Washington
6.	7 May 1986	Transfer	W D C (1) Rite-Vent Limited (2)	Land Between Crowther Road and Ayton Road

7.	1 October 1986	Transfer	W D C (1) Darlington Commercial Limited (2)	Land to the West of Crowther Road
8.	19 March 1986	Transfer	W D C (1) Mr and Mrs G R Scott t/a North East Lock and Key Company (2)	31 Harvey Close
9.	16 April 1985	Transfer	W D C (1) High Force Engineering Company Limited (2)	10 Harvey Close
10.	29 February 1984	Transfer	W D C (1) Eden-Vale Engineering Company Limited (2)	18 and 19 Harvey Close
11.	1 July 1983	Transfer	W D C (1) Chadwick and Walter Limited (2)	54 Hutton Close
12.	31 December 1985	Counterpart Lease	W D C (1) The Secretary of State for Social Services (2)	3 and 4 Tilley Road
13.	3 January 1972	Deed of Grant	W D C (1) Central Electricity Generating Board (2)	Washington

14.	11 March 1988	Transfer	NEK Cables Limited (2)	Land and Buildings on Crowther Road
15.	29 September 1987	Transfer	W D C (1) John Gibson (Plastics) Limited (2)	3 Crowther Road
16.	4 August 1970	Agreement	WDC (1) Midland Electric Manufacturing Co. Limited (2)	8.253 Acres on Crowther Estate
17.	12 June 1987	Grant of Easement	WDC (1) British Gas PLC (2)	Land situate at Brockwell Road/ Phoenix Road Crowther Estate

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
on the Glover Industrial Estate
Washington Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW504.las 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS: TY 11722

PROPERTY: Land and premises on the
Glover Industrial Estate
at Washington

DATE: 1988

1. In this Transfer the following expressions have the following
respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and
Wear described in the First Schedule hereto and each and every
part thereof

- (b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers
- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid

(i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

- (m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services
- (n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services
- (o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan
- (p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property
- (q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

9. The Vendor hereby covenants to pay the Purchaser on demand a sum equal to a fair and reasonable proportion according to user (and which in the absence of agreement between the parties shall be determined by a single arbitrator in accordance with the provisions of paragraph 9 of the Third Schedule) of all payments costs and expenses incurred by or on behalf of the Purchaser in maintaining the roadways now or at any time to be constructed upon the land shown on the Plan and thereon coloured orange and hatched black and coloured pink and hatched black until such time as the same may be taken over adopted and maintainable at the expense of the local Highway Authority

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL those pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof forming part of the Industrial Estate situate and known as The Glover Industrial Estate Washington being part of the land registered at Durham District Land Registry with Title Absolute under the above Title Number TY11722

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

- (b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted

may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the

Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the

Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land
6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor
7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

8. For the benefit and protection of the Benefitted Land the right at all reasonable times upon written notice for the Vendor its agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon and to break open the subsoil beneath that part of the Property which is shown on the Plan and called Tower Road and any part of the Property lying between Tower Road and the Benefitted land for the purpose of facilitating the construction of a road junction or junctions with or without such footpaths as may be requisite and in accordance with the consent of the relevant Highway Authority between the points marked 'A' and 'B' on the Plan to enable the Benefitted Land to connect with the said roadway called Tower Road the Vendor or other persons exercising such right causing no unnecessary damage and immediately making good any damage caused to the Property

9. (a) The right at all times and for all purposes to pass and repass over and along the roads and footpaths which are now or may be constructed upon the land shown coloured orange and hatched black and shown coloured pink and hatched black on the Plan

(b) At the Vendor's expense the right at all reasonable times upon reasonable written notice for the Vendor its servants agents

and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purposes of:

- (i) Constructing upon that part of the Property coloured pink and hatched black a road as an extension of and to the existing roadways shown coloured orange and hatched black on the plan the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property
- (ii) Maintaining repairing or renewing first the existing roadways and footpaths shown coloured orange and hatched black in the Plan and secondly any road to be constructed upon the land shown coloured pink and hatched black on the Plan the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property
- (iii) Carrying out any works of improvement to first the roadways shown coloured orange and hatched black upon the Plan and secondly any road which may be constructed upon the land shown coloured pink and hatched black including (but without imposing any obligation upon the Vendor to carry out such works) works necessary to bring the said

roadways up to adoptable standards PROVIDED THAT in executing such works of improvement the centre line of any roadway(s) which may be directly so improved shall be aligned with the centre line of such roadway immediately prior to the execution of the relevant improvement and PROVIDED FURTHER and the overall width of any improved roadway (with or without footpaths) shall be no greater than the corresponding width of Tower Road at the point shown marked "C" on the Plan subject to the person exercising such right executing the works with due diligence and expedition and in such a manner as to permit the owners tenants or occupiers of any buildings which are now or which may hereafter be constructed upon the Property free and unrestricted access to and from such buildings and subject also to such person causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

- (c) The exercise of the rights granted by this clause is subject to the Vendor's obligation to pay a fair and reasonable proportion according to user of all payments costs and expenses incurred by or on behalf of the Purchaser in relation to the cost of maintenance and upkeep (pending adoption of the local authority) of the roadways now or at any time to be constructed upon the land shown on the Plan and thereon coloured orange and

hatched black and coloured pink and hatched black any difference between the parties as to such amount to be determined by a single arbitrator to be agreed upon by the parties and in default of agreement appointed upon the application of either party by the President for the time being of The Royal Institution of Chartered Surveyors

THE FIFTH SCHEDULE

(The Rentcharges)

<u>Date</u>	<u>Address</u>	<u>Parties</u>
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NONE

5.12.1968	Conveyance	Tubes (Equipment) Ltd (1) T I (Group Services) Ltd (2) WDC (3)	Land at Glover
26.2.1987	Deed of Easement	WDC (1) British Gas PLC (2)	Mains at Nike Warehouse Glover

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

T4

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
on the Hertburn Industrial
Estate Washington in the County
of Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW512.las 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS: TY144501 TY56875
[to be allocated] TY11722 TY1113

PROPERTY: Land and premises on the Hertburn
Industrial Estate at Washington

DATE: 1988

1. In this Transfer the following expressions have the following respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and Wear described in the First Schedule hereto and each and every part thereof

(b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all

future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers

- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid
- (i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

(n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services

(o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan

(p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property

(q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of

such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL those pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof all which land and buildings form part of the Hertburn Industrial Estate and Vermont House aforesaid

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

(b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed by used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor

7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

Property and Charges Register of Title No TY11722 TY144501
 TY56875 and TY1113

<u>Date</u>	<u>Document</u>	<u>Parties</u>
31.3.1967	Conveyance	Northern Industrial Improvement Trust Limited (1) WDC (2)
9.1.1967	Conveyance	Vibroplant Limited (1) WDC (2)
15.7.1966	Conveyance	Washington Urban District Council (1) Vibroplant Limited (2)
3.8.1970	Conveyance	REMD Shafto (1) REMD Shafto RD Shafto E Luxmoore and SFT Armitage (2) WDC (3)

The Sixth Schedule

<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
30.9.1987	Transfer	WDC (1) ABI Properties Limited (2)	Unit A Brindley Road
14.10.1987	Transfer	WDC (1) Washington Envelopes Limited (2)	2.2 Acres of land at Industrial Road

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
at the Parsons Industrial Estate
at Washington in the County of Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref: JWW509.LAS)

future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers

- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid
- (i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

(n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services

(o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan

(p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property

(q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of

such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels of land (if any) coloured blue) together with the buildings and other erections thereon or on some part thereof all which land and buildings form part of Parsons Industrial Estate Washington aforesaid

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

- (b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor

7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

Property and Charges Register of Title Number 138867

	<u>Date</u>	<u>Document</u>	<u>Parties</u>
1.	11 August 1967	Conveyance	Northern Industrial Improvement Trust Limited (1) William Leech (Holdings) Limited (2) WDC (3)
2.	18 April 1946	Conveyance	W H W Musgrave (1) P H Wykeham and A A H Wykeham (2) Northern Industrial Improvement Trust Limited (3)
3.	20 June 1969	Conveyance	M E Snowdon and L M Swowdon (1) WDC (2)
4.	31 March 1967	Conveyance	Northern Industrial Improvement Trust Limited (1) WDC (2)
5.	14 March 1969	Conveyance	M A Green (1) WDC (2)

- | | | | |
|-----|---------------|------------|--|
| 6. | 27 April 1909 | Conveyance | J M Snowdon (1)
J Nicholson (2) |
| 7. | 30 May 1969 | Conveyance | Washington Co-operative
Society Limited (1)
WDC (2) |
| 8. | 29 Nov. 1962 | Conveyance | Mr and Mrs J Clements (1)
The Birtley District
Co-operative Society Ltd. (2) |
| 9. | 18 April 1931 | Conveyance | R and T Davison (1)
J and A Nicholson (2) |
| 10. | 9 April 1969 | Conveyance | A Ritson (1)
WDC (2) |
| 11. | 21 July 1910 | Conveyance | J M Snowdon (1)
H Davison (2) |
| 12. | 24 Dec. 1968 | Conveyance | J Clements (1)
WDC (2) |
| 13. | 24 April 1921 | Conveyance | R and T Davison (1)
J and L Clements (2) |
| 14. | 24 May 1968 | Conveyance | G T Thornton (1)
WDC (2) |

THE FIFTH SCHEDULE

(The Rentcharges)

<u>Date</u>	<u>Address</u>	<u>Parties</u>
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NONE		
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The Sixth Schedule

	<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
1.	15 March 1984	Conveyance	WDC (1) Statebourne Cryogenic) Limited (2)	18 Parsons Road
2.	19 Jan. 1973	Conveyance	WDC (1) The Post Office (2)	6.79 Acres East of Central Highway
3.	30 Sept. 1983	Transfer	WDC (1) Donwell Products Ltd (2)	16 and 17 Parsons Road
4.	30 April 1984	Transfer	WDC (1) Barclays Bank plc (2)	0.82 Acres West of Parsons Road
5.	29 Sept. 1987	Transfer	WDC (1) Kenneth Martin Limited (2)	18A & 18B Parsons Road
6.	30 Sept. 1987	Transfer	WDC (1) William Steward (Holdings) Limited (2)	11/12 Parsons Road

- | | | | | |
|----|--------------|------------|--|-------------------------|
| 7. | 4 March 1988 | Transfer | WDC (1) Co-operative
Insurance Society
Limited (2) | 9/10 Parsons
Road |
| 8. | 3 July 1968 | Conveyance | WDC (1)
RCA Great Britain
Limited (2) | 14.755 Acres
of Land |

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

T6

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
at Pattinson North Industrial Estate
Washington Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW500.las 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS: TY 14053

TY 10874

PROPERTY: Land and premises on the
Pattinson North Industrial
Estate at Washington

DATE: 1988

1. In this Transfer the following expressions have the following
respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and
Wear described in the First Schedule hereto and each and every
part thereof

- (b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers
- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid

(i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

- (n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services
 - (o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan
 - (p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property
 - (q) "NEEB" means the North Eastern Electricity Board
2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest
3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels of land (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof forming part of the industrial estate situate and known as Pattinson North Industrial Estate, Washington

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

(b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor
7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property
8. For the benefit and protection of the Benefitted Land the right at all reasonable times upon written notice for the Vendor its agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon and break open the subsoil beneath those parts of the Property which are shown on the Plan and called Walton Road and/or Alston Road for the purpose of facilitating the construction of a road junction or junctions with or without such footpaths as may be requisite in accordance with the consent or the relevant Highway Authority to enable the Benefitted Land to connect with the said roadways called Walton Road and/or Alston Road the Vendor or other persons exercising such rights causing no unnecessary damage and immediately making good any damage caused to the Property

The Fourth Schedule

(Incumbrances)

The Property and Charges Registers of the said Title Numbers TY14053 and
TY10874

THE FIFTH SCHEDULE(The Rentcharges)

<u>Date</u>	<u>Address</u>	<u>Parties</u>
29.9.1987	2 Alston Road	WDC (1) Teesside Sports (2)
11.12.1987	4-5 Alston Road	WDC (1) Shotton, Crossman, Haron, Lowden and Shepherd (2)
29.9.1987	4 Faraday Close	WDC (1) Enpar North Limited Pension Fund (2)
29.9.1987	20-22 Faraday Close	WDC (1) Process Systems Limited (2)

The Sixth Schedule

<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
16.11.1987	Transfer	WDC (1) Freemans Plc (2)	Land to West of Pattinson Road
30.12.1987	Transfer	WDC (1) NEEB (2)	Land to East of Pattinson Road
29.03.1988	Supplemental Transfer	WDC (1) NEEB (2)	Land to East of Pattinson Road

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

T7

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
at Pattinson South Industrial Estate
Washington Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW501.1as 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS: TY 14053
TY 138543
Land and Premises on the
Pattinson South Industrial
Estate at Washington

DATE: 1988

1. In this Transfer the following expressions have the following respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and Wear described in the First Schedule hereto and each and every part thereof

(b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all

future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers

- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid
- (i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

(n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services

(o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan

(p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property

(q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of

such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and coloured round with red (but excluding those pieces and parcels of land (if any) coloured blue) together with the buildings and other constructions thereon or on some part thereof ALL which land and buildings form part of the Pattinson South Industrial Estate, Washington

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

- (b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor

7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

The Property and Charges Registers of the said Title Numbers

TY14053 and TY138543

THE FIFTH SCHEDULE

(The Rentcharges)

Date Address Parties

NONE

The Sixth Schedule

<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
17.12.86	Transfer	WDC (1) Abcon (N.E.) Limited (2)	Land at Wilden Road

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
on the Stephenson Industrial Estate
Washington Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW502.1as 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS: TY 26875

PROPERTY: Land and premises on the
Stephenson Industrial Estate
at Washington

DATE: 1988

1. In this Transfer the following expressions have the following
respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and
Wear described in the First Schedule hereto and each and every
part thereof

- (b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers
- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid

(i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

- (m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services
- (n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services
- (o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan
- (p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property
- (q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the plan and thereon coloured round with red (but excluding those pieces or parcels of land (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof all which land and buildings form part of the Stephenson Industrial Estate Washington

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

- (b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted

may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the

Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the

Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land
6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor
7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

8. This Transfer shall not whether expressly by implication of law or otherwise confer upon or grant to the Purchaser a right to pass or repass over and along the roadway known as Usworth Hall Drive shown coloured pink on the Plan and the parties hereto agree and declare that any such or similar rights which may now be subsisting and capable of benefitting the Property are excluded from this Transfer and are hereby determined

9. The right at all reasonable times upon written notice for the Vendor its agents and contractors with or without workmen plant and machinery to enter upon only so much of the Property as may be reasonably necessary first for the purpose of widening or extending the existing roadway known as Usworth Hall Drive and which is shown coloured pink on the Plan and secondly for the purpose of thereafter maintaining repairing or renewing the said roadway as so widened or extended the person exercising such right causing no unnecessary damage and making good immediately any damage caused to the Property

The Fourth Schedule

(Incumbrances)

The Property and Charges Registers of Title Number TY 26875

<u>Date</u>	<u>Document</u>	<u>Parties</u>
31.3.1967	Conveyance	Northern Industrial Improvement Trust Limited (1) WDC (2)
21.4.1969	Conveyance	National Coal Board (1) WDC (2)
23.12.1968	Conveyance	J B Bellerby (1) WDC (2)
31.7.1978	Agreement	WDC (1) Cecil M Yuill Ltd (2)
19.2.1986	Deed of Grant	WDC (1) NEEB (2)
31.5.1968	Deed of Easement	J B Bellerby (1) Northern Gas Board (2)

18.12.1930	Owners' consent	NEEB (1) J B Bellerby (2)
18.12.1913	Conveyance	C.G. Hayter-Hames and Others (1) W. Bellerby (2)
5.8.1968	Conveyance	Washington Estates Limited (1) Barclays Bank Limited (2) WDC (3)

THE FIFTH SCHEDULE
(The Rentcharges)

Date Address Parties

NONE

The Sixth Schedule

<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
1 4.10.1982	Conveyance	WDC (1) Territorial Auxiliary and Volunteer Reserve Association For The North of England (2)	6 Stephenson Road
2 9.11.1972	Conveyance	WDC (1) Phillips Electrical Ltd (2)	10.23 Acres of land on Stephenson Industrial Estate

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

T9

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
on the Sulgrave Industrial Estate
Washington Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW503.1as 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS:

PROPERTY: Land and premises on the
Sulgrave Industrial Estate
at Washington

DATE: 1988

1. In this Transfer the following expressions have the following
respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and
Wear described in the First Schedule hereto and each and every
part thereof

- (b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers
- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between

the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid

(i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations

acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights
4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.
5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the

case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels of land (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof forming part of the Industrial Estate situate and known as the Sulgrave Industrial Estate at Washington

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

- (b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted

may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the

Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the

Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land
6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor
7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
31.3.1967	Conveyance	Northern Industrial Improvement Trust Limited (1) WDC (2)
26.1.1972	Conveyance	The County Council of Durham (1) WDC (2)
8.7.1949	Conveyance	Northern Industrial Improvement Trust Limited (1) The County Council of Durham (2)
11.9.1970	Conveyance	The Urban District Council of Washington (1) WDC (2)
12.5.1965	Conveyance	Northern Industrial Improvement Trust Limited (1) Washington Urban District Council (2)

18.10.1935

Conveyance

Leversons Wallsend Collieries
Collieries Limited (1) Lloyds
Bank Ltd (2) Northern Industrial
Improvement Trust Limited (3)

THE FIFTH SCHEDULE

(The Rentcharges)

<u>Date</u>	<u>Address</u>	<u>Parties</u>	<u>Property</u>
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NONE			
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The Sixth Schedule

<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
30.10.1987	Transfer	WDC (1) Howard Malcolm Jones and Anne Jane Jones (2)	Garage Premises at Waterloo Road

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

T10

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
at Swan Industrial Estate
Washington Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW505.las 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS: DU 46752, TY 2475
TY 97712, TY 13854

PROPERTY: Land and premises situate
on the Swan Industrial Estate
at Washington

DATE: 1988

1. In this Transfer the following expressions have the following
respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and
Wear described in the First Schedule hereto and each and every
part thereof

- (b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers
- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid

(i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

- (m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services
- (n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services
- (o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan
- (p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property
- (q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels of land (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof ALL which land and buildings form part of the Swan Industrial Estate Washington

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

(b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted

may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the

Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the

Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land
6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor
7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
The entries in the Property and Charges Register of the said Title Numbers DU 46752, 2475, 97712, 138543		
31.3.1967	Conveyance	Northern Industrial Improvement Trust Limited (1) WDC (2)
16.10.1970	Conveyance	S.A. Burton & D.F. Amos (1) WDC (2)
5.4.1948	Conveyance	E. Miles and B Miles (1) S.A. Burton and D F Amos (2) WDC (3)
22.6.1948	Wayleave Agreement	S A Burton and D F Amos (1) Wearside Radio Relay Service Ltd (2)

20.5.1968	Conveyance	B. Kendall (1) WDC (2)
24.11.1900	Indenture	A. Gibson & W. Davison (1) J.S. Nicholson (2)
9.4.1968	Conveyance	F. Mason (1) WDC (2)
24.11.1900	Indenture	A. Gibson & W. Davison (1) W. Davison (2)
9.6.1969	Conveyance	D. Hoggarth (1) WDC (2)
24.11.1900	Conveyance	A. Gibson & W. Davison (1) Sunderland Rents & Policies Limited (2)
9.5.1968	Conveyance	R.H. & M. GURR (1) WDC (2)

24.11.1900	Conveyance	A. Gibson & W Davison (1) J.W. Taylor (2)
30.4.1968	Conveyance	S. Rudd & T. Ward (1) WDC (2)
24.11.1900	Conveyance	A. Gibson & W. Davison (1) Sunderland Rent & Policies Limited (2)
21.12.1967	Conveyance	N & C. Harris (1) WDC (2)
24.11.1900	Conveyance	A. Gibson & W. Davison (1) A. Gibson (2)
31.10.1967	Conveyance	M. Forster (1) WDC (2)
24.11.1900	Conveyance	A. Gibson & W. Davison (1) J.W. Taylor (2)

18.2.1970	Conveyance	R., R. & G. S. Turner (1) WDC (2)
24.11.1900	Conveyance	A. Gibson & W. Davison (1) G.T. Brown (2)
28.8.1969	Conveyance	W. Lambton (1) WDC (2)
24.11.1900	Conveyance	A. Gibson & W. Davison (1) J.S. Nicholson (2)
23.7.1969	Conveyance	G.T. Brown (1) WDC (2)
24.11.1900	Conveyance	A. Gibson & W. Davison (2) G.T. Brown (2)
26.9.1969	Conveyance	D.Bottoms (1) WDC (2)
24.11.1900	Conveyance	A. Gibson & W. Davison (1) J.W. Taylor (2)

3.4.1970	Conveyance	W R Potts J A Potts (1) WDC (2)
2.5.1950	Conveyance	J.S.F. Gard (1) County Council of Durham (2)
7.10.1897	Conveyance	Sir L. Bell (1) R. Coates (2)
2.5.1903	Conveyance	Sir L Bell (1) R. Coates (2)
21.12.1970	Conveyance	F. Tooley (1) WDC (2)
1.7.1903	Conveyance	Sir L Bell (1) H McDonald (2)
21.4.1967	Conveyance	Urban District Council of Washington (1) WDC (2)

18.11.1898	Conveyance	Sir L Bell (1) H Ritchie (2)
22.12.1899	Conveyance	Sir L Bell (1) J Eltringham and J S Nicholson (2)
17.7.1970	Conveyance	S.I. Kirkwood (1) WDC (2)
30.9.1898	Conveyance	A Gibson and W Davison (1) Sunderland Rents and Policies Ltd (2)
6.7.1970	Conveyance	A.N. Robertson (1) WDC (2)
1.12.1898	Conveyance	Sir L. Bell (1) I. Walker (2)
31.10.1969	Conveyance	K. Gibson (1) WDC (2)
30.9.1899	Conveyance	A Gibson W Davison (1) G T Brown J S Nicholson (2)

10.7.1970	Conveyance	D.N. & K. Oake (1) WDC (2)
2.9.1901	Conveyance	A. Gibson & W. Davison (1) J.S. Nicholson (2)
2.9.1901	Conveyance	A.Gibson and W Davison (1) J.W. Taylor (2)
2.9.1901	Conveyance	A.Gibson and W Davison (1) J.W. Taylor (2)
2.9.1901	Conveyance	A.Gibson and W Davison (1) Sunderland Rent and Policies Limited (2)

THE FIFTH SCHEDULE

(The Rentcharges)

<u>Date</u>	<u>Address</u>	<u>Parties</u>
29.9.1987	Unit B, Swan Industrial Estate	WDC (1) Francis Light Transport (2)
8.10.1987	Unit C, Swan Industrial Estate	WDC (1) Nationaire Engineering Limited (2)

The Sixth Schedule

<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
21.3.1984	Transfer	WDC (1) D & P.A. Neville (2)	14 and 16 Swan Road
25.1.1985	Deed of Grant	WDC (1) NEEB (2)	including land at Eddison Road

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

T 11

DATED

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THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
at Wear Industrial Estate Washington
in the County of Tyne and Wear

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW508.las 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS:

PROPERTY: Land and premises on the Wear
Industrial Estate at Washington
Tyne and Wear

DATE: 1988

1. In this Transfer the following expressions have the following
respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and
Wear described in the First Schedule hereto and each and every
part thereof

- (b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers
- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid

(i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

(n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services

(o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan

(p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property

(q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of

such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red (but excluding those pieces or parcels of land (if any) coloured blue) together with the buildings and other erections constructed thereon or on some part thereof all which land and buildings form part of the Wear industrial Estate Washington

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

(b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor

7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

	<u>Date</u>	<u>Document</u>	<u>Parties</u>
1.	1 March 1967	Conveyance	A J R Collins D A Gray The Right Honourable R O Stanley (1) WDC (2)
2.	3 May 1956	Conveyance	The Right Honourable John Frederick Earl of Durham (1) The Honourable Claud Lambton D A Gray A J R Collins (2) The National Coal Board (3)
3.	3 May 1956	Conveyance and Deed of Grant and Release	The Right Honourable John Frederick Earl of Durham The Honourable Claud Lambton D A Gray A J R Collins (2) The National Coal Board (3)

THE FIFTH SCHEDULE(The Rentcharges)

	<u>Date</u>	<u>Address</u>	<u>Parties</u>
1.	29th Sept. 1987	29 Sedling Road	WDC (1) Watts Industrial Tyres Limited (2)
2.	30th Sept. 1987	27 Sedling Road	WDC (1) Alan Strong (2)
3.	30th Sept. 1987	28 Sedling Road	WDC (1) Gledhill Water Storage Limited (2)
4.	30th Sept. 1987	17 Sedling Road	WDC (1) Sunderland Engineering Training Association Limitd (2)
5.	30th Sept. 1987	20 Sedling Road	WDC (1) Roundel Manufacturing Limited (2)
6.	30th Sept. 1987	33 & 34 Sedling Road	WDC (1) Trevor John Green (2)
7.	28th Oct. 1987	16 Sedling Road	WDC (1) Jacques Vert plc (2)

- 8. 30th Oct. 1987 22 Sedling Road WDC (1) Applied Holographics
plc (2)

- 9. 12th Dec. 1987 24 Sedling Road WDC (1) MTM Plc (2)

The Sixth Schedule

	<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Address</u>
1.	5th Oct. 1987	Transfer	WDC (1) Scottish & Newcastle Breweries plc (2)	Units D and F Sedling Road
2.	30th Sept. 1987	Conveyance	WDC (1) Brian Reed (Northern) Limited (2)	Land and Buildings at Birtley Road Wear Industrial Estate
3.	6th Feb. 1981	Conveyance	WDC (1) Brian Reed (Northern) Limited (2)	Factory premises at Wear Industrial Estate
4.	20th May 1986	Transfer	WDC (1) Jacques Vert plc (2)	14 Sedling Road
5.	11th Dec. 1984	Transfer	WDC (1) Matthew Royce Limited (2)	95 Sedling Road
6.	26th Sept. 1984	Conveyance	WDC (1) The North Eastern Electricity Board (2)	Land and easements at Washington

- | | | | | |
|----|----------------|------------------|--|--|
| 7. | 2nd Jan. 1985 | Transfer | WDC (1) Dunlop
Holdings plc (2) | Land situate to
the north of Vigo
Lane Chester-le-
Street |
| 8. | 27th Jan. 1987 | Deed of
Grant | WDC (1)
British Gas PLC (2) | |
| 9. | 3rd Jan. 1972 | Deed of
Grant | WDC (1)
Central Electricity
Generating Board (2) | |

The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

DATED

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THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
known as ALBANY HOUSE

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW030.1as 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS:

Land and premises known as Albany

PROPERTY:

House at Washington

DATE:

1988

1. In this Transfer the following expressions have the following respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and Wear described in the First Schedule hereto and each and every part thereof

(b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all future

payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers

- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid
- (i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

(n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services

(o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan

(p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property

(q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.
5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same
6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of

such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this Transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red together with the buildings and other erections constructed thereon or on some part thereof all which land and buildings are situate and known as Albany House Washington aforesaid

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

(b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor
7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

<u>Date</u>	<u>Document</u>	<u>Parties</u>
31.3.1967	Conveyance	Northern Industrial Improvement Trust Limited (1) WDC (2)
3.8.1970	Conveyance	REMD Shafto (1) REMD Shafto E Laxmoore SFS Armtage (2) and WDC (3)

THE FIFTH SCHEDULE

(The Rentcharges)

<u>Date</u>	<u>Address</u>	<u>Parties</u>
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N O N E

The Sixth Schedule

<u>Date</u>	<u>Document</u>	<u>Parties</u>
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N O N E		
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The Common Seal of THE
COMMISSION FOR THE NEW
TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

The Common Seal of
WASHINGTON DEVELOPMENTS
LIMITED was hereunto
affixed in the presence
of:-

Director

Secretary

DATED

198

THE COMMISSION FOR THE NEW TOWNS

to

WASHINGTON DEVELOPMENTS LIMITED

TRANSFER

Relating to land and premises
known as CONCORD HOUSE

WATSON BURTON
20 COLLINGWOOD STREET
NEWCASTLE UPON TYNE
NE1 1LB
(Ref. JWW031.LAS 40,4)

TRANSFER OF REGISTERED AND UNREGISTERED LANDS TO A COMPANY

(Land Registration Rules 1925 Rules 72 98 and 121)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

COUNTY AND DISTRICT: Tyne and Wear: Sunderland

TITLE NUMBERS:

PROPERTY: Land and premises known as
Concord House at Washington

DATE: 1988

1. In this Transfer the following expressions have the following respective meanings:-

(a) "The Property" means the land and buildings at Washington Tyne and Wear described in the First Schedule hereto and each and every part thereof

(b) "The Rentcharges" means the perpetual yearly rentcharges in possession created by the transfers of land particulars whereof (if any) are set forth in the Fifth Schedule hereto and all

future payments thereof together with all powers and remedies for recovering securing and compelling payment of the same conferred by law or the said transfers

- (c) "The Lands" means the Property and The Rentcharges.
- (d) "The Vendor" means The Commission for The New Towns of Glen House Stag Place London SW1E 5AJ and its successors in title
- (e) "The Purchaser" means Washington Developments Limited having its registered office at 20 Collingwood Street Newcastle Upon Tyne NE1 1LB and its successors in title
- (f) "WDC" means Washington Development Corporation
- (g) "The Plan" means the plan marked A attached hereto
- (h) "The Principal Transfer" means a transfer of even date herewith (but executed immediately prior to this Transfer) and made between the Vendor (1) and the Purchaser (2) in relation to land and buildings on the Armstrong Industrial Estate at Washington aforesaid
- (i) "The Interest" means:-

(i) In relation to the pieces and parcels of land edged red on the Plan (but excluding any piece or parcel coloured yellow or blue) an estate in fee simple

(ii) In relation to the pieces and parcels of land coloured yellow on the Plan all the estate and interest of the Vendor therein.

(iii) In relation to the Rentcharges all the estate and interest of the Vendor therein

(j) "The Included Rights" means the easements and rights specified in the Second Schedule hereto

(k) "The Excluded Rights" means the easements and rights specified in the Third Schedule hereto

(l) "The Incumbrances" means the exceptions covenants conditions rights restrictions reservations provisions stipulations declarations or other matters (if any) which are contained or referred to in any document mentioned in the Fourth Schedule the Fifth Schedule or the Sixth Schedule hereto

(m) "The Services" means water soil gas electricity telephone services or similar supplies in the nature of services

(n) "Service Conducting Media" means the sewers drains conduits channels watercourses pipes cables wires ducts gutters and mains and apparatus associated with the Services

(o) "The Benefitted Land" means the pieces or parcels of land (if any) shown edged green on the Plan

(p) "The Retained Land" means the land remaining vested in the Vendor (including the Benefitted Land) immediately following this Transfer and which neighbours adjoins or abuts the Property

(q) "NEEB" means the North Eastern Electricity Board

2. Pursuant to the New Towns Act 1981 and in consideration of the sum previously paid by the Purchaser to the Vendor under the terms of the Principal Transfer (the receipt of which sum the Vendor hereby acknowledges) the Vendor as beneficial owner hereby transfers to the Purchaser the Lands TO HOLD the same unto the Purchaser for the Interest

3. For the benefit respectively of both the Property and the Retained Land and each and every part thereof there is transferred or excepted and reserved out of this Transfer (as the case may be) the Included Rights and the Excluded Rights

4. The Property is transferred subject to and with the benefit of (as the case may be) the Incumbrances and the Purchaser for the purpose of affording to the Vendor a full and sufficient indemnity but not further or otherwise hereby covenants with the Vendor that the Purchaser and the persons deriving title under it will at all times hereafter observe and perform the said covenants conditions and stipulations so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep the Vendor indemnified against all actions claims and demands in respect of any future non-observance or non-performance thereof.

5. Those parts of the Property (if any) coloured yellow on the Plan are also transferred subject to and with the benefit of (as the case may be) such incumbrances exceptions covenants conditions rights restrictions reservations provisions stipulations declarations and other matters as may affect the same

6. Save as otherwise provided or referred to in any document mentioned in the Fourth Schedule Fifth Schedule and Sixth Schedule hereto any boundary wall or fence erected or any hedge on the Property which is shared in common the Retained land shall be a party wall fence or hedge and shall forever hereafter be repairable and maintainable as such except that any boundary wall which forms part of a building on the Property or the Retained Land shall belong to the owner or owners for the time being of

such building and shall be a party wall only if and to the extent that it forms part of both a building on the Property and a building on the Retained Land

7. It is hereby agreed and declared that:

(a) Where the Retained land is capable of being benefitted by any of the Incumbrances the Vendor shall notwithstanding the provisions of this transfer retain the benefit of the same for the Retained Land and the right to enforce the same.

(b) Where in this deed a perpetuity period is required the same shall be the period of eighty years from the date hereof

8. The Vendor hereby acknowledges the right of the Purchaser to the production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Vendor) and to delivery of copies thereof and undertakes with the Purchaser for the safe custody of the said documents

IN WITNESS whereof this Deed has been executed the day and year first hereinbefore written

The First Schedule

ALL THOSE pieces or parcels of land delineated on the Plan and thereon coloured round with red together with the buildings and other erections constructed thereon or on some part thereof all which land and buildings are situate and known as Concord House Washington aforesaid

The Second Schedule

The Included Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along (a) the roads and footpaths (if any) shown coloured brown on the Plan and (b) any roads and footpaths upon the Retained Land now or heretofore serving enjoyed or used by or in connection with the Property save in relation to and to the extent that the right to use the same has been expressly excluded under the other terms of this Transfer

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Retained Land and which are serving enjoyed by or used in connection with the Property or any part thereof

(b) The right to enter so much of the Retained Land as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Retained Land and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may be laid in through over or under the Retained Land Provided that the rights hereby granted may only be exercised if and to the extent that any Service

Conducting Media so laid or installed within or over the Retained Land shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Purchaser either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Retained Land as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Purchaser's expense any Service Conducting Media serving enjoyed by or used in connection with the Property or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

4. The right at all reasonable times upon reasonable written notice for the Purchaser its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Retained Land as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Property the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Retained Land

5. The right of subjacent and lateral support and protection for the benefit of the Property from the Retained Land (including any party walls or structures) as now enjoyed by the Property for the purpose of supporting upholding and maintaining any buildings now constructed upon the Property

The Third Schedule

The Excluded Rights

1. The right at all times and for all purposes to pass and repass with or without vehicles plant and machinery over and along the roads and footpaths on the Property now or heretofore serving enjoyed or used by or in connection with or for the benefit of the Retained Land

2. (a) The right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which are now laid in through over or under the Property and which are serving enjoyed by or used in connection with the Retained Land or any part thereof

(b) The right to enter so much of the Property as may be reasonably necessary for the purpose of connecting into any Service Conducting Media as may be laid in over or under the Property and thereafter the right of free and uninterrupted passage and running of the Services in through over and along the Service Conducting Media which may henceforth be laid in through over or under the Property Provided that the rights hereby granted may only be exercised if and to the extent that any Service Conducting Media so laid or installed within or over the Property shall not thereby have their design specification or capacity exceeded or overloaded

3. The right at all reasonable times upon reasonable written notice for the Vendor either with or without workmen materials and all necessary plant and machinery to enter upon only so much of the Property as may be reasonably necessary for the purpose of inspecting repairing maintaining cleansing renewing altering enlarging relaying or removing at the Vendor's expense any Service Conducting Media serving enjoyed by or used in connection with the Retained Land or any part thereof the person exercising such right causing as little damage and inconvenience as reasonably practicable in so doing and making good immediately any damage caused to the Property

4. The right at all reasonable times upon reasonable written notice for the Vendor its servants agents and contractors with or without workmen materials and all necessary plant and machinery to enter upon so much only of the Property as may be necessary for the purpose of erecting maintaining repairing cleansing painting reconstructing altering renewing or removing any building or structure (including boundary structures or fences) on the Retained Land the person exercising such right causing as little damage as reasonably practicable in so doing and making good immediately any damage caused to the Property

5. The right of subjacent and lateral support and protection for the benefit of the Retained Land from the Property (including any

party walls or structures) as now enjoyed by the Retained Land for the purpose of supporting upholding and maintaining any buildings now constructed upon the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages and other rights in the nature of easements now or heretofore used or enjoyed over the Property and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the Retained Land as if the same had been conveyed to such purchaser and the Property had been retained by the Vendor

7. The right to build upon and use the Retained Land and to rebuild or alter any buildings upon the same notwithstanding any interference or damage caused to the enjoyment of light or air to the Property

The Fourth Schedule

(Incumbrances)

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THE FIFTH SCHEDULE

(The Rentcharges)

<u>Date</u>	<u>Address</u>	<u>Parties</u>
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N O N E

The Sixth Schedule

<u>Date</u>	<u>Document</u>	<u>Parties</u>	<u>Property</u>
19.8.1980	Deed of Grant	Trustees for Methodist Church Purposes (1) WDC (2)	St. Andrews Methodist Church
11.7.1978	Conveyance	WDC (1) The New Washington Methodist Church Council (2) The Trustees for Methodist Church Purposes (3)	St. Andrews Methodist Church

The Common Seal of THE
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TOWNS was hereunto
affixed in the presence of:-

A Member of the Board

Authorised Signatory

The Common Seal of
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Director

Secretary