

Title Number : GM835473

This title is dealt with by Land Registry, Fylde Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 5 OCT 2016 at 12:10:04 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: GM835473
Address of Property	: Unit 4 Fifth Avenue, Tameside Park, Dukinfield, (SK16 4PP)
Price Stated	: Not Available
Registered Owner(s)	: STEPHENS MIRACLO EXTREMULTUS LIMITED (Co. Regn. No. 956335) of Unit 4 Fifth Avenue, Tameside Park, Dukinfield, Cheshire SK16 4PP.
Lender(s)	: None

## Title number GM835473

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 5 OCT 2016 at 12:10:04. This copy does not take account of any application made after that time even if still pending in the Land Registry when this copy was issued.

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### A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

GREATER MANCHESTER : TAMESIDE

- 1 (01.03.2000) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Unit 4 Fifth Avenue, Tameside Park, Dukinfield, (SK16 4PP).
- 2 (01.03.2000) The mines and minerals are excepted.
- 3 (01.03.2000) The Conveyance dated 17 December 1925 referred to in the Charges Register contains the following provision:-  
  
"IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Purchasers shall not be entitled to any right of light or air or other easement over any other land or hereditaments now subject to the limitations of the said Indenture of Settlement which would restrict or interfere with the free use of any such other land or hereditaments for building or other purposes and that such other land or hereditaments may be dealt with and disposed of by the Vendor free from any such right or easement."
- 4 (01.03.2000) The Conveyance dated 16 March 1990 referred to in the Charges Register contains the following provision:-  
  
"IT IS HEREBY DECLARED that:  
  
(a) the carrying on by the Board of their undertaking on their adjoining or neighbouring land in exercise of their powers and subject to their statutory and common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied herein by reason of the Board being expressed to convey the Property as Beneficial Owners nor to be in derogation of their grant."
- 5 (01.03.2000) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 5 November 1999  
Term : 25 years from 28 September 1999  
Rent : as therein mentioned  
Parties : (1) Tameside Park Limited  
(2) Transelastatic Limited
- 6 (01.03.2000) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 7 (01.03.2000) The lessor's title is registered.
- 8 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (01.03.2000) PROPRIETOR: STEPHENS MIRACLO EXTREMULTUS LIMITED (Co. Regn. No. 956335) of Unit 4 Fith Avenue, Tameside Park, Dukinfield, Cheshire SK16 4PP.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (01.03.2000) A Conveyance of the freehold estate in the land tinted blue on the filed plan and other land dated 23 October 1906 made between (1) Gertrude Susan Nicholson (Vendor) (2) Sir Lawrence John Jones and Lothian George Bonham Carter (Trustees) and (3) The Great Central Railway Company (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (01.03.2000) The land tinted blue on the filed plan is subject to the following rights reserved by the Conveyance dated 23 October 1906 referred to above:-  
  
"Except and reserving unto the Vendor and person or persons for the time being entitled to a life or greater interest in the hereditaments comprised in the hereinbefore recited Indenture of Settlement her his and their assigns and tenants the free running of water and soil from any other hereditaments through along and over the existing sewers drains and watercourses through and under the said plot of land or any part thereof."
- 3 (01.03.2000) A Conveyance of the freehold estate in the land tinted pink on the filed plan and other land dated 17 December 1925 made between (1) Sir Arthur William Nicholson (Vendor) (2) Sir Lawrence John Jones and others and (3) Wagon Repairs Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (01.03.2000) The land tinted pink on the filed plan is subject to the following rights reserved by the Conveyance dated 17 December 1925 referred to above:-  
  
EXCEPTING AND SAVING unto the Vendor and his lessees and tenants and all other parties heretofore entitled thereto the free running of water and soil from any other hereditaments in through along and over any sewers drains channels and watercourses made or to be made through or under the described land.
- 5 (01.03.2000) A Conveyance of the freehold estate in the land tinted blue on the filed plan and other land dated 16 March 1990 made between (1) British Railways Board ("the Board") and (2) Tameside Metropolitan Borough Council ("the Purchaser") contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 6 (01.03.2000) The land tinted blue on the filed plan is subject to the following rights reserved by the Conveyance dated 16 March 1990 referred to above:-  
  
There are reserved out of the Property to the Board for the benefit of the Board's retained land:-  
  
(i) The right at any time to erect or suffer to be erected any building or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light and air over the adjoining

## C: Charges Register continued

land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right.

(ii) The right of support from the Property for the adjoining property of the Board.

(iii) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the Property now used for the benefit of the adjoining property of the Board.

(iv) Full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the Property for the purpose of exercising this right subject to paragraph (viii) hereof.

(v) Full right and liberty for the Board and their successors in title owners and occupiers for the time being of the Board's retained land and every part thereof at any time within 80 years of the date hereof (which shall be the perpetuity period for the purposes of this assurance) upon prior written notice (except in case of emergency when no notice shall be required) to fix construct and place wires cables pipes drains and other service conduits and associated apparatus in over or under the parts of the Property for the time being without buildings including but without limitation to the generality of the foregoing full right and liberty at any time within the said perpetuity period to fix construct and place connections in over or under the Property and to connect to any service conduits now or at any time within the said perpetuity period constructed in over or under the Property subject to paragraph (viii) hereof.

(vi) Full right and liberty for the Board and their successors in title owners and occupiers for the time being of the Board's land and every part thereof to use any service conduits now or at any time within the said perpetuity period constructed in over or under the Property for the free and uninterrupted passage of water soil gas electricity and other services to and from the Board's retained land together with full right and liberty with or without equipment and vehicles upon prior written notice (except in case of emergency when no notice shall be required) to enter upon the Property for the purpose of maintaining repairing cleaning and renewing the said service conduits subject to paragraph (viii) hereof.

(vii) Full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the Property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land subject to paragraph (viii) hereof.

(viii) The foregoing rights of entry are subject to the Board making good all damage occasioned to the Property in the exercise thereof In making good such damage the Board shall act diligently and without unreasonable delay to the reasonable satisfaction of the Purchaser's Chief Estates and Industrial Development Officer.

(ix) The right to install electric traction equipment on the retained land of the Board notwithstanding that the same may interfere with the use of or otherwise affect any cables or pipes under the Property adjoining such retained land (but so that if cathodic protection is requisite for such cables or pipes the Purchasers or their successors may report any proposed cathodic protection scheme to the Chief Civil and Mechanical Engineer of the relevant region of the Board so as to enable joint interference tests to be carried out if necessary)."

7 (01.03.2000) The land is subject to the following rights granted by a Transfer of land lying to the west of the land in this title dated 29 March 1996 made between (1) Tameside Metropolitan Borough Council (Transferor) and (2) Fifth Avenue Properties Limited (Transferees):-

"The Property is transferred with the benefit of the rights in relation to the remainder of the land in Title GM664651 ("the Retained Land")

## C: Charges Register continued

set out in the First Schedule hereto

### "FIRST SCHEDULE

#### RIGHTS GRANTED IN FAVOUR OF THE PROPERTY

1 The rights for the Purchaser and its successors in title to the Property and each and every part thereof to run water soil gas fuel electricity telephonic signals and other services through any pipes wires cables drains and other such conduits ("Conduits") which now are in under or over the Retained Land with power at all times on giving to the owner or occupier for the time being of the Retained Land reasonable notice (except in case of emergency) to enter onto so much as shall be reasonably necessary of the Retained Land for the purpose of repairing renewing maintaining inspecting replacing or cleansing any such Conduits and laying any further Conduits necessary to connect into such Conduits

2 The right of support from the Property (and all buildings on it) from the Retained Land".

NOTE: The land in this title forms part of the Retained Land referred to above.

- 8 (01.03.2000) The land is subject to the rights reserved by a Transfer of the freehold estate in the land in this title and other land dated 6 March 1998 made between (1) Tameside Metropolitan Borough Council and (2) Tameside Park Limited.

NOTE: Original filed under GM781718.

- 9 (01.03.2000) The land is subject to the rights reserved by a Transfer of the freehold estate in the land in this title dated 5 November 1999 made between (1) Tameside Park Limited and (2) MNOPF Trustees Limited.

NOTE: Original filed under GM828448.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 23 October 1906 referred to in the Charges Register:-

"And that no building erected upon the said hereditaments shall be used for the carrying on of any noisome or offensive trade or business provided always that no use of the said hereditaments for any of the purposes of or ancillary to the Railway and undertaking of the Company shall so far as the vendor and the Trustees are concerned be deemed a nuisance."

- 2 The following are details of the covenants contained in the Conveyance dated 17 December 1925 referred to in the Charges Register:-

"THE Purchasers so as to bind as far as practicable all persons to whom the said premises hereby conveyed or any part thereof shall for the time being be vested hereby covenant with the Vendor that the Purchasers

.....  
..

THAT no permanent building shall be erected on the described land unless the same shall as to the materials situation elevation and general plan thereof be built or rebuilt according to plans and specifications previously approved of by the vendor or his Agent or Surveyor for the time being

SHALL NOT nor will ever use or exercise or suffer to be used or exercised in or upon the described land or any part thereof or any building thereon any noisome or offensive trade or business nor do or suffer or permit to be done or be in or upon the same anything which may be or tend to be a nuisance annoyance or damage to the vendor or any his Lessees or Tenants but the foregoing covenant shall not prevent

## Schedule of restrictive covenants continued

the Purchasers from carrying on the business now carried on by them."

- 3 The following are details of the covenants contained in the Conveyance dated 16 March 1990 referred to in the Charges Register:-

"FOR the benefit and protection of such part of the adjoining property or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be itself and its successors in title owners for the time being of the Property or any part thereof in whosoever hands the same may come the Purchaser covenants with the Board as follows:-

(i) THAT there shall not at any time on any part of the Property within a distance of 10 metres of the Board's land and works be carried out any works including (but not limited to) the making of any excavations alterations of ground levels the erection of or addition to any buildings or structures and the implementation of lighting schemes for the illumination of roads parking and garage areas without there having previously been submitted detailed plans and sections thereof (and if required by the Board ground loading calculations) in triplicate to the Board and the Board's approval thereto having been obtained (such approval not to be unreasonably withheld) and without complying with such reasonable conditions as to foundations accommodation of electrical equipment or otherwise as the Board shall deem it necessary to impose

AND the Purchaser shall pay to the Board the reasonable fees and expenses of the Area Civil Engineer (Manchester) of the Board (hereinafter called "the Engineer") and the Surveyor of the Board for examining drawings and any other documents for which approval is required hereunder

(ii) Without prejudice to the generality of Sub-clause (i) above in the event that the Purchaser wishes to redevelop the Property or any part thereof to comply with the following stipulations and restrictions or any substituted and/or additional stipulations and restrictions as the Board may require for the protection of their adjoining operational railway

(a) Not to stack or permit or suffer the stacking of any materials against the fence to be constructed between the points marked A-B on the plan 2 annexed

(b) Not to place or permit or suffer to be placed any cranes or jibbed machines on any part of the property whereby it is possible for their jib or skip to oversail the Board's adjoining land except as may be agreed from time to time between the Board and the Purchaser in connection with the Purchaser's use of the Property as a Railfreight Terminal

(c) Not to erect or permit or suffer the erection of any scaffolding on any part of the Property whereby if such scaffolding should collapse it might interfere with the Board's adjoining railway line without giving to the Engineer at least 6 weeks prior notice in writing

(d) Not to plant or permit or suffer the planting of any deciduous trees or pine trees adjacent to the boundaries between the Property and the Board's adjoining land AND not to plant any tree on the Property within 10 metres of any overhead electrical equipment stanchions retaining walls or bridges situated on the Board's adjoining and neighbouring land or in such a position that its mature height is less than the distance between such tree and the Board's adjoining land

(e) If any part or parts of the Property immediately adjacent to the Board's adjoining land are laid out as roadway or turning or parking areas forthwith to erect on the Property and at all times thereafter maintain crash barriers or high kerbs of a design to be approved by the Board (such approval not to be unreasonably withheld) between such part or parts of the Property as shall be so laid out and the relevant boundary fence or fences of the Property

AND the Purchaser covenants to pay to the Board any reasonable additional costs which the Board may incur in taking any measures made

## Schedule of restrictive covenants continued

necessary by the execution of any development works on the Property which the Board's Engineer considers necessary for the protection of the railway or safety of the Board's employees or passengers therein including the employment of lookouts and flagmen disruption of rail services line possessions and imposition of speed restrictions

(iii) The Purchaser shall forthwith erect to the satisfaction of the Board concrete post and weld mesh fences 1.8 metres high between the points shown marked A-B-C on the plan 2 together with a gate of a design to be approved by the Board at a point to be designated by the Board between the points shown marked B-C on the plan 2

(iv) After completion of the erection of the said fences and gate the Purchaser shall at all times thereafter maintain and repair them (and if necessary renew them) to the reasonable satisfaction of the Board

(v) That so long as the Board's adjoining or neighbouring railway or any part thereof shall be an electrified line then:

(a) No inflammable vapour or gas shall at any time be emitted at the property in such manner as might lead to spontaneous ignition

(b) No hosepipes cranes or other jibbed structures shall at any time be used on the Property in such proximity to the Board's land and works that danger may result therefrom (except as may be agreed from time to time between the Board and the Purchaser in connection with the Purchaser's use of the Property as a Railfreight Terminal)

(vi) To take all reasonable steps as may be necessary to construct and at all times hereafter to maintain drainage facilities and apparatus to prevent surface water run off into or onto the neighbouring and adjoining property of the Board.

(vii) Without prejudice to clause 3(vi) hereof not to discharge or permit or suffer the discharge of any drainage on over or under the Board's neighbouring or adjoining property which may arise in consequence of any development and/or subsequent use of the Property Provided that this clause shall not be applicable to any public sewers currently existing or constructed at some time in the future save that the same shall not be overloaded and no harmful or deleterious materials shall be discharged therein."

NOTE: The points A-B-C referred to above do not affect the land in this title.

End of register