

Title Number : DY308390

This title is dealt with by Land Registry, Nottingham (West) 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 suffers loss by reason of a mistake in an official copy.

This extract shows information current on 21 SEP 2006 at 20:07:48 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	: DY308390
Address of Property	: Wentworth House, Wentworth Street, Ilkeston, (DE7 5TF)
Price Stated	: Not Available
Registered Owner(s)	: RICHARD HAYDEN and BRENDON MICHAEL HAYDEN of Woodlands, 65 Stanton Road, Ilkeston, Derbyshire
Lender(s)	: AIB GROUP (UK) PLC

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 21 SEP 2006 at 20:07:48. 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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TITLE NUMBER : DY308390
A PROPERTY REGISTER

This register describes the land and estate comprised in the title.

DERBYSHIRE : EREWASH

- 1 (06.05.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Wentworth House, Wentworth Street, Ilkeston, (DE7 5TF).
- 2 (06.05.1999) The Conveyance dated 28 February 1966 referred to in the Charges Register contains the following provision:-

THERE are not included in the Conveyance:-

Any easement or right of light or support or other easement or right which would restrict or interfere with the free use by the board or any person deriving title under them for building or any other purpose of any adjoining or neighbouring land of the Boards (whether intended to be retained or to be sold by them)

- 3 (06.05.1999) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land adjoining the Eastern boundary of the land in this title dated 30 September 1998 made between (1) Wood Brothers (Builders) Limited and (2) Richard Hayden and Brendan Michael Hayden:-

TOGETHER WITH the following rights but SUBJECT TO the exceptions and reservations hereinafter set out:-

EASEMENT for the benefit of the Property

1. Full and free right for the Transferee and the persons deriving title under it being the owners or occupiers for the time being of the property and all other persons authorised by it (in common with the Transferor and all other persons entitled or to become entitled to a like right) to:-

(a) to pass and repass at all times and for all purposes with or without vehicles (in common with the Transferor and all others having a like right) as means of access to and from the property over and along the road or path shown coloured brown on the said plan now or within the period of eighty years from the date hereof (which period is hereinafter referred to as "the perpetuity period") to be made by the Transferor subject to the payment by the Transferee of a proportionate part of the cost of maintaining and repairing the same.

(b) Use and connect up to the sewers drains channels pipes wires cables water courses gutters and other conducting media now or within the perpetuity period to be laid in on under any part of the Estate for the passage and running of surface water and soil electricity water telephones and gas from and to the Property subject to the payment by the Transferee of the proportionate part of the cost of maintaining and repairing the same.

2. The right as may be reasonably necessary to enter upon the adjoining land of the Transferor for the purpose of connection repairing and maintaining anything necessary for the proper enjoyment of the easements hereby granted subject to the persons or persons exercising such right doing as little damage as possible to the said adjoining land making good forthwith all such damage

Exceptions and reservations out of the Property transferred

1. Except and reserving unto the Transferor and its successors in title being the owners and occupiers for the time being of any part of the Estate and all other persons entitled or becoming entitled thereto the right to connect up to lay and use all sewers and drains channels pipes wires cables watercourses gutters and other conducting media now or within the perpetuity period to be laid in on under the Property or any part thereof for the passage and running of surface water and soil electricity and gas water and telephone and the right to enter upon the property to make lay connect repair cleanse and maintain any such thing the person exercising such right making good nevertheless at his own expense all damage which may be caused to the Property.

2. The right to enter upon the Property or any part thereof hereby transferred for the purpose of constructing connecting laying repairing and maintaining anything necessary for the proper enjoyment of any easements hereby excepted or reserved now or at any time within the perpetuity period to be laid in on or under the Property or any part thereof subject to the person or persons exercising such rights doing as little damage as possible to the Property and making good any such damage.

3. Excepting and reserving unto the Transferor and its successors in title the right to enter upon the Property and to inspect maintain repair alter or reconstruct any sewer or drain or any other services within the same doing as little damage or disturbance as possible to the Transferee or the Property in the exercise of such right.

-NOTE: Copy Transfer plan in Certificate. Original Transfer filed under DY301763.

4 (06.05.1999) The Transfer dated 30 September 1998 referred to above contains the following provision:-

IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The Transferee and the persons deriving title under it shall not by implication prescription or otherwise become entitled to any right of light or air which would restrict or interfere with the free use of adjoining or neighbouring land of the Transferor for building or other purposes.

.....

(c) If any part of the boundary between the Property and any adjoining site on the Estate is formed by a retaining wall such wall shall be deemed to be erected wholly on the land retained thereby and shall be maintained by the owner thereof.

(d) The Transferor and their successors in title and all others authorised by them and their workmen shall have the right to enter upon the land hereby transferred with or without materials for the purposes or (sic) laying installing maintaining and connecting any road or path fences gullies drains and other conducting media or services for the benefit of the Estate or any neighbouring property making good all damage occasioned thereby.

TITLE NUMBER : DY308390
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 (06.05.1999) PROPRIETOR: %RICHARD HAYDEN% and %BRENDON MICHAEL HAYDEN% of Woodlands, 65 Stanton Road, Ilkeston, *Derbyshire* the trustees of Rayden Pension Fund.
- 2 (06.05.1999) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 3 (06.05.1999) The Transfer to the proprietor contains a covenant to perform any obligations affecting the property which will remain binding on the transferor after the date thereof and of indemnity in respect thereof.
- 4 (06.05.1999) RESTRICTION: Except under an order of the registrar no disposition or dealing by the proprietor of the land is to be registered or noted without the consent of the proprietor of the Charge dated 16 April 1999 in favour of AIB Group (UK) PLC referred to in the Charges Register.
- 5 (27.02.2001) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of The Scottish Life Assurance Company of PO Box 54, 19 St Andrew Square, Edinburgh, EH2 1YE.

END OF B REGISTER

TITLE NUMBER : DY308390
C CHARGES REGISTER

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

1 (06.05.1999) The land tinted blue on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 2 November 1943 made between (1) The Right Honourable Michael Guy Percival Baron Middleton (Vendor) (2) The Birdsall Estates Co. Limited (Company) and (3) Annie Piggin (Purchaser):-

EXCEPT AND RESERVING unto the Vendor and the Company and his its and their successors in title and assigns full liberty and power to use all waters and water courses arising being or running within the property and hereditaments thereby assured and to divert and turn the same waters and watercourses or any of them and to cut any channels for conducting and conveying the water in through or over any part of the surface of the said property and hereditaments for the purpose of more effectually exercising and enjoying the rights reserved but so nevertheless that any watercourses or channels in existence as at the date thereof should not be interfered with unless and until other watercourses or channels equally convenient to the Purchaser should be substituted or compensation made in lieu thereof

2 (06.05.1999) By the Conveyance dated 2 November 1943 referred to above the land tinted blue on the filed plan was conveyed subject to a Mining Lease dated 25 January 1927 as varied by an Agreement dated 4 January 1939 made between (1) The Right Honourable Michael Guy Percival Baron Middleton and (2) The Cossall Colliery Company Limited

NOTE: Neither the original Lease nor a certified copy or examined abstract thereof was supplied on first registration.

3 (06.05.1999) A Conveyance of the land tinted blue on the filed plan and other land dated 22 January 1960 made between (1) Thomas Stanley Piggin (Vendor) and (2) Wood Brothers (Builders) Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

4 (06.05.1999) A Conveyance of the land tinted pink on the filed plan and other land dated 28 February 1966 made between (1) British Railways Board (Board) and (2) Wood Brothers (Builders) Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 (06.05.1999) By the Conveyance dated 28 February 1966 referred to above the land tinted pink on the filed plan was conveyed subject as follows:-

SUBJECT to:-

.....

(ii) The right of the East Midlands Electricity Board of and in an electric cable situate beneath the property hereby conveyed and

(iii) All rights of way public or private over the roadways or tracks situate on the property hereby conveyed

.....

THERE are reserved to the Board :-

(i) The right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or

neighbouring land in such 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 hereby conveyed and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the license or consent of the Board and not as of right

(ii) The right of support from the property hereby conveyed for the adjoining property of the Board

(iii) The right to have maintain repair cleanse use reconstruct alter and remove any culverts drains pipes wires cables and works on over or under the property hereby conveyed 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 at all reasonable times to enter upon the property hereby conveyed for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause the Board making good damage to the property occasioned by the exercise of such right of entry

(v) Full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property hereby conveyed for the purpose of inspecting and if necessary in the opinion of the Board repairing and maintaining any accomodation works and fences referred to in Clause 5 hereof

6 (06.05.1999) REGISTERED CHARGE dated 16 April 1999 to secure the moneys including the further advances therein mentioned.

7 (06.05.1999) Proprietor: #AIB GROUP (UK) PLC# of Byron House, Maid Marion Way, Nottingham, NG1 6HS.

TITLE NUMBER : DY308390
SCHEDULE OF RESTRICTIVE COVENANTS

1 The following are details of the covenants contained in the Conveyance dated 22 January 1960 referred to in the Charges Register:-

FOR the benefit and protection of the adjoining property of the Vendor or any part or parts thereof and so as to bind so far as may be the property hereby conveyed into whosoever hands the same may come the Company for itself and its successors in title HEREBY COVENANTS with the Vendor as follows :-

(i) NOT to carry on or suffer to be carried on upon the property hereby conveyed or any part thereof any noisome noxious or offensive trade or business and not to do or suffer to be done any act or thing thereon which may cause a nuisance or annoyance to the vendor or to the persons deriving title under him or his tenants

(ii) NOT to erect or permit to suffer the erection of any house buildings or structures whatsoever within a distance of Sixty feet from the wall forming the Southern boundary of the property hereby conveyed

.....

(iv) THE Company shall not become entitled to any easement or right of light or air which would restrict or interfere with the free use of the adjoining property now or formerly of the Vendor by the Vendor or any person deriving title under him for building or any other purposes

2 The following are details of the covenants contained in the Conveyance dated 28 February 1966 referred to in the Charges Register:-

For the benefit and protection of such part of the adjoining or

neighbouring property of the Board as is capable of being benefitted or protected and with intent to bind so far as legally may be the Company and its successors in title owners for the time being of the property hereby conveyed or any part thereof in whosoever hands the same may come the Company covenants with the Board as follows:-

(i) Forwith at its own expense and to the satisfaction of the Board to erect and at all times thereafter to maintain fences of a design to be approved by the Board between the points markedC-D and E on the said Plan annexed hereto together with a farm gate Twelve feet wide with adequate gate-posts where the Northern boundary of the property hereby conveyed is crossed by the private roadway next hereinafter referred to

(ii) To maintain the private roadway situate on the embankment slopes of the property hereby conveyed and leading to the site of the former level crossing at the marked 'L.C' on the said Plan annexed hereto and also to maintain the site of such former level crossing

.....

(iv) To indemnify the Board from and against any liability in respect of the Bridge No 2 marked on the said Plan annexed hereto and in respect of such of the abutments and wing walls of the former Bridge No 3 marked on the said Plan annexed hereto as are situate on the property hereby conveyed

(v) Not to do or permit to be done upon the property hereby conveyed or any part thereof anything which will or may increase the cost of the exercise by the Board of all or any of the rights in this Conveyance reserved to them

(vi) That in case of default by the company in maintaining the said accomodation works and the said fences pursuant to the covenants herein contained to repay to the Board on demand the cost incurred by the Board in carrying out any necessary maintenance to the said accomodation works and fences

.....

5. THE Company HEREBY COVENANTS with the Board to maintain any accomodation and other works on the property hereby conveyed made for the accomodation of the remaining lands adjoining the property hereby conveyed and belonging to other owners and to indemnify the Board from and against any liability for such maintenance

-NOTE: Copy Conveyance plan in Certificate. Copy plan filed.

END OF REGISTER

NOTE 1: The date at the beginning of an entry is the date on which the entry was made in the Register.

NOTE 2: Symbols included in register entries do not form part of the register and are used by Land Registry for internal purposes only.