

LOT 29
SPECIAL CONDITIONS
Sale of
Plot 3 Maritime Industrial Estate Pontypridd CF37 1NY

1. THE PROPERTY

Title to the freehold estate in Plot 3 Maritime Industrial Estate Pontypridd CF37 1NY ("the Property") is registered at H M Land Registry with absolute title under Title No. CYM252922 and is sold subject to and with the benefit of a Lease for a term of 99 years from 19 August 1968.

2. TITLE DOCUMENTATION

- 2.1 Title documentation is available for inspection during normal office hours at the offices of the auctioneers Colliers CRE of 9 Marylebone Lane London W1U 1HL (tel: 020 7935 4499 fax: 020 7487 1810) for a period of at least 14 days prior to the date of the auction.
- 2.2 The Buyer shall be deemed to purchase with full knowledge of the title in all respects and shall not raise requisitions of any nature nor make any objection in relation to the title.

3. MATTERS AFFECTING THE PROPERTY

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

- 3.1. The rights of all persons in occupation of all or any part of the Property
- 3.2. All matters registered or capable of registration as local land charges
- 3.3. The Leasehold
- 3.4. All other matters apparent from inspection of the Leasehold and the Property
- 3.5. All underletting and other interests inferior to the said Leasehold
- 3.6. All overriding interests as defined by s.70 of the Land Registration Act
- 3.7. All other matters whatsoever affecting the Property which are capable of discovery by searches or enquiries whether or not in writing made of any personal or local or other authority or statutory body or by inspection or survey or whether or not such searches or enquiries inspection or survey have in fact been made by or on behalf of the Buyer

4. THE TRANSFER

- 4.1 Following completion the Buyer will arrange for duplicate to be delivered to the Seller's solicitors.
- 4.2 The Transfer to the Buyer shall contain an indemnity covenant by the Buyer to observe the landlord's covenants in the Lease.
- 4.3 The Seller shall not be required to execute a transfer of the property at a price different from that stated in the Memorandum or to a person or body other than the Buyer stated in the Memorandum.
- 4.4 The Sellers shall transfer with full title guarantee.
- 4.5 Upon completion the Buyer will enter into a Deed of Covenant with the Rhondda Cynon Taff County Borough Council as required by Clause 11.1 of the Deed dated 12 April 2002 made between Royal Bank of Canada Trust Corporation Limited (1) and Rhondda Cynon Taff County Borough Council (2)

5. COMPLETION DATE

The Completion Date shall be 7 January 2009.

6. SELLERS SOLICITORS

The Sellers solicitors are Macrory Ward of 27 Station Road, New Barnet, Herts, EN5 1PW (attn. Martina Ward) Tel 020 8440 3258 Fax 020 8440 5436.

7. AUCTION PARTICULARS

The Particulars of Sale are believed to be correct but the Buyer should rely on his or its inspection of the Property and the title documents and the Leasehold and other matters affecting the Property

8. MANAGEMENT

The Sellers may continue to manage the Property until actual completion and in particular to grant any licenses or consents which may be applied for by any Lessee or other occupier of the Property subject to obtaining the approval of the Buyer who shall not unreasonably withhold or delay such approval and the Buyer shall indemnify the Seller against any costs claims proceedings or liability whatsoever arising from any unreasonable withholding or delay or approval whether under the Landlord and Tenant Act 1988 or otherwise

9. VAT

9.1. All payments to be made pursuant to the Memorandum of Sale shall (save where specifically stated) be taken to be exclusive of VAT (if applicable) and any VAT chargeable in respect of the matters giving rise to such payments shall be added to the amount and paid in addition to the amount.

9.2. In this Special Condition reference to "Customs" is to the Commissioners of HM Customs and Excise and reference to TOGC is to such transfer as is mentioned in Special Condition 9.3

9.3. Subject to the warranties and undertakings in Special Condition 9.4 the parties acknowledge that if the Buyer makes an election to waive exemption from VAT with respect to the Property prior to Completion, the sale of the Property will or may constitute the transfer of the Seller's business as a going concern within article 5 of the Value Added Tax (Special Provisions) Order 1995.

9.4. The Buyer warrants and undertakes that:

9.4.1. the Buyer is registered for VAT

9.4.2. the Buyer is not party to the memorandum of Sale as a trustee or nominee or agent for any other person;

9.4.3. the Buyer has not made and does not intend or expect to make any grants of the Property or any part of it which are or will be exempt for VAT purposes;

9.4.4. the Buyer has elected or will prior to Completion elect to waive exemption in relation to the Property under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 with effect from a date on or before Completion and has or will give written notification of the election to Customs and will provide the Seller with a copy of such notification together with an acknowledgment by Customs of receipt of such notification;

9.4.5. the Buyer has not revoked and will not revoke its election to waive exemption in respect of the Property;

9.4.6. the Buyer intends to use the Property after completion in carrying on the same kind of business as the Seller has carried on before completion for the purposes of VAT;

9.4.7. the Seller's option to tax will not be disapplied by the issue of Form VAT 1614D; and

9.4.8. it is not the Buyer's intention or expectation that the Property will at any time be exempt land (and "exempt land" has the meaning given to it in paragraph 3A(7) of Schedule of 10 of VATA 1994)

9.5 In the event that Customs assess the Seller to VAT in relation to the sale of the Property pursuant to the Memorandum of Sale or determine that the sale of the Property is not a TOGC, the Buyer shall, within ten working days of the Seller notifying the Buyer of the assessment and producing to the Buyer a copy of the determination of Customs in this regard, pay to the Seller such VAT (against provision by the Seller of a VAT invoice) and in addition shall within ten working days pay any penalty or interest for which the Seller is liable in relation to VAT, provided that such penalty or interest arises out of any act or default or omission of the Buyer or its successors in title.

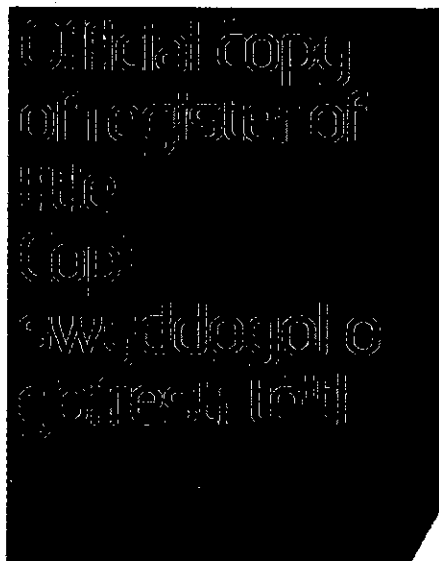
9.6 The Seller shall, at Completion or, if later, immediately on receipt of notification of the decision of Customs that this transaction is not to be treated as TOGC, issue a VAT invoice to the Buyer.

10. Arrears

The Buyer shall on completion pay to the Seller a sum equivalent to any rent arrears or other sums payable under the Lease outstanding at the completion date.

11. COMPLETE AGREEMENT

Nothing shall be incorporated in the sale either collaterally or directly whether by way of condition, warranty or representation as to whether in the case of a property sold subject to any tenancies, there are subsisting any further sub-tenancies or similar such occupations and whether or not any such shall be disclosed at or before the auction the Buyer shall be deemed to purchase with full knowledge of any such further sub-tenancy or sub-tenancies or occupations that there may be whether or not the Buyer shall have enquired of the auctioneers or have inspected the property and no objection shall be taken or requisition made on account thereof



Title number / Rhif teitl
CYM252922

Issued date / Dyddiad yr
argyhoeddiad (07/07/2008)

- This official copy shows the entries on the register of title on 25 Nov 2008 at 12:24:31.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Nov 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 25 Nov 2008 am 12:24:31.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnodlyw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 25 Nov 2008.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- I gael gwybodaeth am y gofrestr teitl gweler gwefan y Gofrestrfa Tir www.cofrestrfatir.gov.uk neu Gyfarwyddyd Cyhoeddus 1-Cyfarwyddyd i'r wybodaeth rydym yn ei chadw a sut y gallwch ei chael.
- Gweinyddir t teitl hwn gan Gofrestrfa Tir Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

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

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

RHONDDA CYNON TAF / RHONDDA CYNON TAF

- 1 The freehold land shown edged with red on the plan of the above Title filed at the Registry and being Plot 3, Maritime Industrial Estate, Pontypridd (CF37 1NY).
- 2 The mines and minerals together with ancillary powers of working are excepted.
- 3 (01.10.2002) The Transfer dated 12 April 2002 referred to in the Charges Register contains provisions as to light or air and boundary structures and a provision excluding the operation of Rule 251 of the Land Registration Rules 1925 as therein mentioned.

A: Property Register continued / Parhad o'r gofrestr eiddo

4 (17.10.2003) A Deed dated 14 October 2003 made between (1) Rhondda Cynon Taff County Borough Council and (2) Royal Bank of Canada Trust Corporation Limited varied the extent of the retained land in the transfer dated 12 April 2002 referred to above as therein mentioned.

-Copy Filled under CYM92264.

5 (18.10.2005) The land has the benefit of the rights granted by but is subject to the rights reserved by a Transfer of the land in this title dated 13 June 2005 made between (1) Lear Investments Limited and (2) Greentree Estates Limited.

NOTE, Copy filled.

B: Proprietorship Register / Cofrestr Perchnogaeth

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

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

- 1 (18.10.2005) PROPRIETOR: GREENTREE ESTATES LIMITED (Co. Reg. No. 03471973) of Lawrence House, Goodwyn Avenue, Mill Hill, London NW7 3RH.
- 2 (18.10.2005) The price stated to have been paid on 13 June 2005 was £10,000.
- 3 (18.10.2005) RESTRICTION: Except under an order of the Registrar no transfer or lease for a term in excess of 25 years is to be registered unless a certificate from the solicitors of the transferor or lessor is furnished that the Deed of Covenant referred to in clause 11.1 of a Deed dated 12 April 2002 made between (1) Rhondda Cynon Taff County Borough Council and (2) Royal Bank of Canada Trust Corporation Limited (the "Overage Deed") has been duly entered into and delivered to the covenantee or that by virtue of clause 11.3 of the Overage Deed no Deed of Covenant is required.

C: Charges Register / Cofrestr Arwystlon

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

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

1 A Conveyance of the land in this title and other land dated 3 January 1962 made between (1) Evan John Carne and Ralph William Woosnam (Vendors) and (2) National Coal Board (Purchasers) contains covenants details of which are set out in the Schedule of Restrictive Covenants hereto :-

2 The land is subject to the following rights reserved by the Conveyance dated 3 January 1962 referred to above:-

EXCEPTING AND RESERVING to the Vendors their successors in title and assigns as aforesaid the right and liberty at any time hereafter to erect and maintain on any lands of the Vendors their successors in title or assigns adjoining adjacent to or in the neighbourhood of the said hereditaments hereby conveyed any buildings of such height or extent as they may think fit notwithstanding that the access of light and air over such adjoining premises to any window or other opening in any building now or at any time hereafter standing on the said hereditaments hereby conveyed may by such building so erected be wholly or partially obstructed prejudiced reduced or interfered with it being the intent and meaning of the parties to these presents that such access of light and air however long and under whatever circumstances the same may have been or may be enjoyed shall be deemed to have been enjoyed by the temporary and

C: Charges Register continued / Parhad o'r gofrestr arwystlon

revocable licence only of the Vendors or their predecessors in title or their successors in title or assigns and not by virtue of any grant or prescription AND ALSO EXCEPTING AND RESERVING as aforesaid the access of light and air over the said hereditaments hereby conveyed to the existing windows or other openings in the building or buildings now upon any land of the Vendors adjoining adjacent to or in the neighbourhood of the said hereditaments hereby conveyed to the same extent and in like manner as if such premises and the said hereditaments hereby conveyed had not at any time during the period of Twenty years now last past been subject to any common ownership or common occupation and such access had been during that period enjoyed as of right without interruption."

3 (23.08.1969) A Conveyance of the land in this title and other land dated 7 April 1966 made between (1) The National Coal Board (Board) and (2) The Urban District Council of Pontypridd (Council) contains covenants details of which are set out in the Schedule of Restrictive Covenants hereto :-

4 (20.09.2000) The land is subject to the following rights granted by a Transfer of adjoining land dated 19 July 2000 made between (1) Rhondda Cynon Taff County Borough Council (2) Coal Authority and (3) Macob Commercial Properties Limited:-

Together with:- (i) a right of way (in common with all others entitled thereto) with or without vehicles over the land shown coloured pink on the said plan ("the Estate Road") (ii) the right to connect to the existing sewers drains gas and water pipes and electricity and telephone cables now or at any time within the next eighty years laid in under or over the remainder of the Transferor's property comprised in the titles numbered above the person or persons exercising such rights causing as little inconvenience as possible and forthwith making good all damage thereby occasioned and thereafter to use the same for the transmission of water soil gas sewage and electricity together with all appropriate easements for repairing maintaining and renewing the same the Transferee nevertheless paying a reasonable proportion of the cost of maintaining cleansing and renewing and repairing the same incurred by the Transferor (iii) the full right of support from the Transferor's property comprised in the titles numbered above for the Property.

5 (01.10.2002) The land is subject to the rights reserved by a Transfer of the land in this title and other land dated 12 April 2002 made between (1) Rhondda Cynon Taff County Borough Council and (2) Royal Bank of Canada Trust Corporation Limited.

NOTE: Copy filed under CYM92264.

6 The land is subject to the lease set out in the schedule of leases hereto.

Schedule of restrictive covenants / Atodlen cyfamodau cyfyngu

1 The following are details of the covenants contained in the Conveyance dated 3 January 1962 referred to in the Charges Register :-

"The Purchasers do hereby covenant with the Vendors their successors in title and assigns for the benefit and protection of the remainder of the Vendors' estate at Llantrisant Pontypridd aforesaid that the Purchasers their successors in title or assigns will not use or occupy nor permit or suffer to be used or occupied the said premises hereby conveyed or any building or structure thereon or any part thereof in such a manner as to cause substantial damage to any lands or buildings adjoining adjacent or neighbouring thereto on the said Estate and in particular will not use or occupy or permit to be used or occupied the said property or any part thereof as or for or in connection with a Betting Shop or the office of a Bookmaker, Bank Accountant or Commission Agent."

2 The following are details of the covenants contained in the Conveyance dated 7 April 1966 referred to in the Charges Register :-

"FOR the benefit and protection of the adjoining property of the Board (hereinafter called "the retained property") or any part or parts thereof and so as to bind so far as may be the property hereby conveyed unto whosoever hands the same may come the Council hereby covenants with the Board that the Council and the persons deriving title under it will at all times hereafter observe and perform the restrictive and other covenants

Title number / Rhif teitl CYM252922

Schedule of restrictive covenants continued / Parhad o'r atodlen cyfamodau cyfyngu

set out in Part II of the Second Schedule hereto but so that the Council shall not be liable for a breach of this covenant occurring on or in respect of the property hereby conveyed or any part thereof after the Council shall have parted with all interests therein

Part II
Restrictive and other covenants referred to in Clause 4 -

To the extent and so as to bind (so far as practicable) the filled shaft area and any part or parts thereof into whosoever hands the same may come and to benefit and protect any mines and minerals in which the Board has any interest and which provide subjacent or lateral support for the filled shaft area or any part or parts thereof

(i) Not at any time hereafter without the Board's previous consent in writing to use or permit the filled shaft area to be used for any purpose other than for the purposes of the right of way over the part thereof coloured brown hereinbefore mentioned

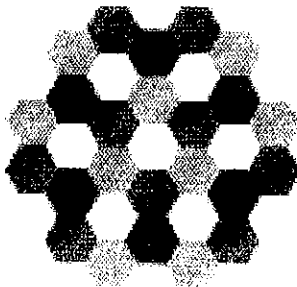
(ii) not at any time hereafter to cause or permit to be erected constructed or placed on the filled shaft area any building structure or works."

NOTE: - Copy plan filed under CYM92264.

Schedule of notices of leases / Atodlen prydlesi a nodwyd

	Registration date and plan ref. Dyddiad cofrestru	Property description Disgrifiad eiddo	Date of lease and term Dyddiad a hyd	Lessee's title Teitl y prydlesai
1	23.08.1989	Plot 3, Maritime Industrial Estate	03.02.1939 99 Years from 19.08.1968	WA/48707

End of register / Diwedd y gofrestr

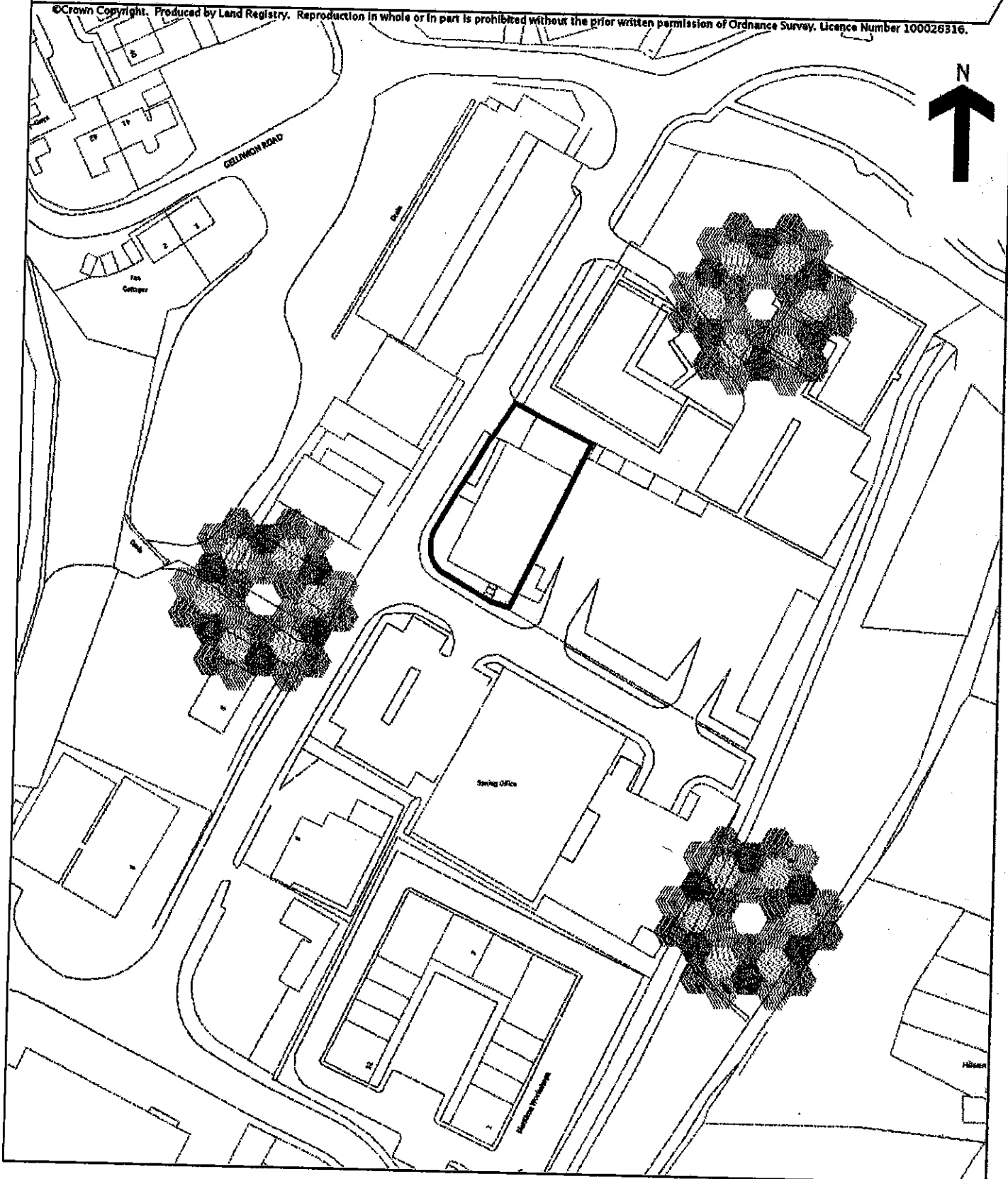


Land Registry
Official copy of
title plan

Title number CYM252922
Ordnance Survey map reference ST0689SE
Scale 1:1250
Administrative area RHONDDA CYNON TAFF /
RHONDDA CYNON TAF



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This official copy is incomplete without the preceding notes page.
Mae'r copi swyddogol hwn yn anghyflawn heb y dudalen nodiadau flaenorol.

This Lease

is made the *third*
day of *February*

One thousand nine hundred and sixty *nine* BETWEEN THE URBAN DISTRICT COUNCIL OF PONTYPRIDD in the County of Glamorgan (hereinafter called "the Landlord" which expression shall where the context so admits include the persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and HENRY SYKES LIMITED whose registered office is situate at Univac House, 53B Southwark Street London S.E.1. (hereinafter called "the Tenant" which expression shall where the context so admits include its successors in title) of the other part

WITNESSETH as follows:-

1. IN consideration of the expense to be incurred by the Tenant in the erection of a factory and ancillary buildings hereinafter mentioned and of the rent and covenants on the part of the Tenant hereinafter reserved and contained the Landlord hereby demises unto the Tenant ALL THAT piece or parcel of land forming part of the Maritime Colliery Site Maesycoed Pontypridd in the County of Glamorgan comprising in the whole 0.52 of an acre or thereabouts as the same is with the boundaries thereof delineated on the plan annexed hereto and thereon coloured in part pink and in part blue TOGETHER with the right for the Tenant and the occupier or occupiers of the factory to be erected on the said piece of land and its servants or licencees in common with the Landlord and all other persons having the like right to pass and repass with or without vehicles and animals over and along the estate road shown coloured brown on the said plan at all times and for all purposes connected with the use and enjoyment of the demised land but not for any other purpose whatsoever TOGETHER ALSO with the right of passage and running of water and soil through the sewers drains pipes and channels in or under the remaining part or parts of the said Maritime Colliery Site and the right to make connections with such sewers drains pipes and channels EXCEPT AND RESERVED unto the Landlord all mines and minerals building stone and other earthy substances underlying the said piece or parcel of land other than coal and coal mines which with rights of working and incidental rights are vested in the National Coal Board with full power and liberty to search for take get have and carry away the same and to make any road or roads way or ways or other work or works reasonably necessary for the purposes aforesaid with all mines needful for this purpose or any of them making full compensation for any damage which may be occasioned by such acts or any of them the amount of such compensation to be determined in case of dispute by a single arbitrator appointed in accordance with the provisions of Clause 4(d) hereof AND ALSO EXCEPT AND RESERVED unto the Landlord at all times hereafter the right of passage and of running of water and

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
Dated 27/07/65
KEELY'S

SOLICITORS, LICHFIELD ROAD



66-51-

