Dated 23 FEBRUARY **2011**

THE CITY OF LONDON LAW SOCIETY
LAND LAW COMMITTEE
LONG FORM CERTIFICATE OF TITLE
(Sixth Edition 2008 update)

Land at the west side of Eastern Way Carlisle

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THE CITY OF LONDON LAW SOCIETY
LAND LAW COMMITTEE
LONG FORM CERTIFICATE OF TITLE
(Sixth Edition 2008 update)

To:

(1) **BALFOUR BEATTY FIRE AND RESCUE NW LIMITED** (Company Number 07403391) whose registered office is at 6th Floor 350 Euston Road, Regent's Place, London NW1 3AX (the "Contractor");

(2) **DEXIA MANAGEMENT SERVICES LIMITED** (Company Number 01935154) whose registered office is at Shackleton House, 4 Battle Bridge Lane, London SE1 2RB for itself and in its capacity as Security Trustee for the Senior Creditors (each as defined in the Security Trust and Intercreditors Deed) (the "Security Trustee");

(3) **DEXIA CRÉDIT LOCAL**, (Company Number FC022738) acting through its office at Shackleton House, 4 Battle Bridge Lane, London SE1 2RB for itself and in its capacity as Facility Agent for each of the Lenders (each as defined in the Senior Loan Agreement) (the "Facility Agent");

(4) **MANSELL CONSTRUCTION SERVICES LIMITED** (Company Number 01197246) whose registered office is at Roman House, Grant Road, Croydon CR9 6BU (the "Building Contractor");

(5) **BALFOUR BEATTY WORKPLACE LIMITED** (Company Number 00598379) whose registered office is at 10th Floor, Marlowe House, 109 Station Road, Sidcup, Kent DA15 7BH (the "FM Contractor"); and

(6) **BORDER CONSTRUCTION LIMITED** (Company Number 00654704) whose registered office is at Marconi Road, Burgh Road Industrial Estate, Carlisle, Cumbria CA2 7NA (the "Principal Building Sub-Contractor").

Land on the west side of Eastern Way Carlisle

1. RELIANCE ON THIS CERTIFICATE

1.1 This Certificate is addressed to you and is intended solely for your benefit and that of the Security Trustee, the Facility Agent, the Building Contractor, the FM Contractor and the Principal Building Sub-Contractor in connection with the Transaction. It is not to be relied upon by any other person or used for any other purpose. The giving of this Certificate shall not create any retainer with the Security Trustee, the Facility Agent, the Building Contractor, the FM Contractor or the Principal Building Sub-Contractor.

1.2 Clause 1.1 does not prevent this Certificate being disclosed for information purposes only to any third party.

1.3 Any claim in respect of this Certificate may only be brought by or through the agency of any of the parties to whom it is addressed. Where such claim would properly lie also against any other party involved in the provision of information for or otherwise involved in the preparation or approval of this Certificate and such other party has lawfully and effectively limited, excluded or restricted its liability in respect of any such claim then our liability shall not in any circumstances be increased as a consequence of any such limitation, exclusion or restriction and our liability shall be calculated on the basis that no such limitation, exclusion or restriction by such other party is effective.

2. CERTIFICATE

On the basis of and insofar as the same is discoverable from our investigations mentioned in this Certificate, we certify that:

2.1 Title

2.1.1 We have investigated the title of the Authority to the Property in the knowledge that you are relying on this Certificate for the purpose of the Transaction.

2.1.2 We have:

(a) examined and considered the documents of title and other documents and papers relating to the title of the Property produced to or obtained by us including, but not limited to, the documents of title referred to in Schedule 13 of the Project Agreement and the replies to enquiries referred to in Schedule 26 of the Project Agreement (including, without limitation, replies to Commercial Property Standard Enquiries 1 and replies to the Questionnaire to accompany this Certificate (substantially in the form of the Long Form 6th Edition 2008 Update)); and

(b) considered the results of the searches and replies to the enquiries made by us as referred to in Schedule 5 Part 5 which, unless we state "not made" in Schedule 5 Part 5, are those which we consider appropriate or necessary in the circumstances of the Transaction and having regard to the nature of the Property.

The information given in this Certificate arises solely from such examination and consideration and the results of such searches and enquiries.

2.1.3 Subject to the matters referred to in Schedule 5 Parts 6 and 7C:

(a) in our opinion, the Authority has a good and marketable title to the Property and is solely legally and beneficially entitled to the Property;

(b) the details of the Property set out in Schedule 5 Part 1 are complete and accurate in all respects;

(c) if the Authority holds the Property under the terms of a lease, the terms of the lease are fairly summarised in Schedule 5 Part 7 and the statements set out in Schedule 3 are complete and accurate in all respects; and

(d) if the Property is freehold, the Property is not registered as a freehold estate in commonhold under Part I of the Commonhold and Leasehold Reform Act 2002.

2.1.4 If the title to the Property is registered at the Land Registry, the Authority is registered with the quality of title under the title number referred to in Schedule 5 Part 1. If the title to the Property is not registered then, save as specified in Schedule 5 Part 6, the title commences with a good root of title at least 15 years old where the Property is freehold or commences with the Lease and (where appropriate) continues from a good root of title at least 15 years old where the Property is leasehold.

2.2 **Use**

The Authority has told us that the Property is presently used for the Existing Use.

2.3 **Matters affecting the Property**

Save as stated in Schedule 5 Part 6:

2.3.1 the statements set out in Schedule 2 are complete and accurate in all respects;

2.3.2 there are no other matters disclosed by our investigations referred to in this Certificate which are not specifically referred to elsewhere in this Certificate and which in our opinion should be brought to your attention.

2.4 **Letting Documents**

The Letting Documents are fairly summarised in Schedule 5 Part 8A and the statements set out in Schedule 4 are complete and accurate in all respects except to the extent that they may be qualified in Schedule 5 Part 8C.

2.5 **Occupation and possession**

The Authority has told us that it is in actual occupation of those parts of the Property as are not the subject of the Letting Documents, or is entitled to occupy them, in either case on an exclusive basis and that, except by virtue of the Letting

Documents, no person, other than the Authority, has any right (actual or contingent) to possession, occupation or use of or interest in the Property.

2.6 **Searches**

Save as stated in Schedule 5 Part 5, the results of the searches undertaken are either clear or do not disclose matters which in our opinion should be brought to your attention.

3. CONFIRMATION BY THE AUTHORITY

3.1 Where this Certificate states that the Authority has "told us" something, the Authority has given or confirmed to us that information in writing in Replies to Enquiries.

4. DEFINITIONS INTERPRETATION QUALIFICATIONS APPLICABLE LAW AND FORM

The provisions of Schedule 1 shall apply to this Certificate

SCHEDULE 1

Definitions, interpretation, qualifications applicable law and form

1. DEFINITIONS AND INTERPRETATION

1.1 In this Certificate the following expressions have the following meanings:

Authority means **Cumbria County Council**;

Benefit means (in each case whether or not registered):

(i) any right or easement (including any acquired or being acquired through prescription); and

(ii) any restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest;

of which the Property has the benefit (but not including any reserved under the terms of any Letting Document);

Existing Use means the actual use to which the Property is presently put as referred to in Schedule 5 Part 4;

Financing Parties has the meaning ascribed to that expression in the Senior Loan Agreement;

Incumbrance means:

(i) any covenant, restriction, stipulation, easement, customary or public right, local land charge, mining or mineral right, franchise, manorial right and any other right or interest in or over land in each case whether or not registered; and

(ii) any interest not included in paragraph (i) above that will override either first registration (where appropriate) or any registrable disposition;

to which the Property is subject (but not including any granted to a tenant under the terms of any Letting Document);

Lease means the lease by virtue of which the Authority holds or will hold the Property or part thereof (as amended or supplemented);

Letting Documents means any lease, underlease, tenancy, licence or other agreement or arrangement giving rise to rights of occupation and enjoyment (in each case as amended or supplemented) to which the Property is subject;

Premises means the premises demised by any Lease or Letting Document as the case may be;

Project Agreement means the agreement entered into on or about the date of this certificate between: (1) Cumbria County Council, Lancashire Combined Fire and Rescue Authority; and Merseyside Fire and Rescue Authority and (2) the Contractor, in respect of the Transaction;

Property means the property described in Schedule 5 Part 1, the address of which is given at the head of this Certificate;

Replies to Enquiries has the meaning ascribed to that expression in the Project Agreement;

Security Trust and Intercreditor deed means the deed as defined in the Senior Loan Agreement;

Senior Loan Agreement means the loan facilities to be entered into by, amongst others, ,the Contractor and the Financing Parties;

Town and Country Planning Legislation includes the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning and Compulsory Purchase Act 2004;

Transaction means the provision of works and services by the Contractor at the Property in accordance with the terms of the Project Agreement and the funding by the Lenders of the Contractor for the provision of such works and services; and

1995 Act means the Landlord and Tenant (Covenants) Act 1995.

1.2 Any reference to the Property includes each and every part of it and all buildings and structures on it.

1.3 Any reference, express or implied, to a statute includes references to:

1.3.1 that statute as amended, extended or applied by or under any other statute at the date of this Certificate;

1.3.2 any statute which that statute re-enacts (with or without modification); and

1.3.3 any subordinate legislation made at the date of this Certificate under that statute, as amended, extended or applied as described in paragraph 1.3.1 or under any statute referred to in paragraph 1.3.2.

1.4 The expressions "authorised guarantee agreement", "excluded assignment", "fixed charge", "new tenancy", "overriding lease", "tenant covenant", "former tenant", "guarantor" and "landlord covenant" shall have the meanings given to them in the 1995 Act.

1.5 In Schedule 4 and Schedule 5 Part 8 "rent" includes licence fee, "tenancy" includes licence and "tenant" includes licensee.

1.6 The headings in this Certificate do not affect its interpretation.

1.7 In this Certificate reference to the Authority providing documents and information to us shall be deemed to include a representative of the Authority providing such documents and information to us.

2. QUALIFICATIONS

2.1 We have not inspected the Property nor have we made any enquiries of the occupiers of the Property (other than the Authority) nor, in the case of a leasehold property, of any landlord or superior landlord.

2.2 We give no opinion as to the capital or rental value of the Property.

2.3 This certificate does not consider any environmental assessments, audits, surveys or other reports on the environmental condition of the Property and the recipient of this certificate should consider what investigations it wishes to make in relation to such matters.

2.4 We have assumed that all original and copy documents relating to the Property have been validly executed and delivered by the parties to them and that all documents are within the capacity and powers of, and have been validly authorised by, each party. There is nothing on the face of the documents which indicates otherwise.

2.5 We have assumed, and the Authority has confirmed to us in writing, that:

2.5.1 the Authority has provided us with all documents relating to the Property of which it has knowledge together with such other information in its possession as is material for the purpose of giving this Certificate; and

2.5.2 each copy document produced to us is a true copy of the original.

2.6 Where information has been provided to us by the Authority, our investigations have given us no reason to doubt the accuracy of that information but we do not accept responsibility for it.

2.7 So far as we are aware, we have seen the documentation and have been provided with the information which we need in order to give this Certificate.

2.8 Whilst we express no opinion on whether any transaction affecting the Authority's title to the Property may have been at an undervalue or otherwise liable to be set aside under the provisions of the Insolvency Act 1986, the Authority has told us that it is not aware of any circumstances which could render any such transaction liable to be set aside under the provisions of that Act.

2.9 Save for any disclosures made in Schedule 5 Part 6, we have not investigated whether there is an intention that terms of any relevant document should be enforceable by third parties but none of the documents relating to the Property expressly provide that a third party can enforce any of its terms in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.10 We have not investigated whether any consents which may have been required under any mortgages or other documents which are no longer subsisting were obtained.

2.11 Except to the extent disclosed against paragraph 9 of Schedule 2 (in Schedule 5 Part 6) we have not investigated what insurance may be in force in respect of the Property.

2.12 Any matter disclosed by this Certificate in relation to any particular paragraph is to be treated as being disclosed in relation to any other relevant paragraph.

3. APPLICABLE LAW

This Certificate is limited to English law as applied by the English courts and is given on the basis that it will be governed by and construed in accordance with English law.

SCHEDULE 2

Matters affecting the Property

Save as stated in Schedule 5 Part 6:

TITLE

1. **Documents of title and stamp duty land tax**

1.1 The documents of title consist of original documents or properly examined abstracts and are held by us or will be held by us on completion of the Transaction to the order of the Authority.

1.2 Where necessary all title deeds are as appropriate either (a) fully stamped with ad valorem stamp duty and a particulars delivered stamp or (b) accompanied by a Certificate from HM Revenue & Customs evidencing submission of a land transaction return for the purposes of stamp duty land tax in relation to all circumstances in respect of which a land transaction return is required to be made.

1.3 No further land transaction return in relation to stamp duty land tax is required in respect of any transaction involving the Property which has an effective date prior to the date of this Certificate.

2. **Registration**

Where title to the Property is not registered at the Land Registry, there is no caution registered against first registration and no event has occurred in consequence of which such registration of title should have been effected.

3. **Access**

The Property abuts a roadway maintainable at public expense at each point where access is gained or has the benefit of all necessary rights of way to and from such a roadway.

4. **Benefits**

4.1 At the date of this Certificate there are appurtenant to the Property the Benefits of a material nature set out in Schedule 5 Part 2 and the title number of each parcel of registered land affected by such Benefits is also set out in Schedule 5 Part 2. The Authority has told us that those Benefits are the only Benefits necessary for the use and enjoyment of the Property for the Existing Use or (if no Benefits are so set out) that none are required.

4.2 Those Benefits set out in Schedule 5 Part 2 are (or will be on completion of the Transaction) enjoyed freely without interruption and without restriction as to hours of use or otherwise and are held for the same estate or interest as the

Authority's estate or interest in the Property. No Benefit is enjoyed on terms entitling any person to terminate or curtail it.

4.3 Where any Benefit set out in Schedule 5 Part 2 requires protection (in order to bind all other persons) by:

4.3.1 registration or notice on the title to any registered land; or

4.3.2 a caution against first registration or land charge in respect of any unregistered land;

such protection has been properly effected.

5. Incumbrances

5.1 Where an Incumbrance does not operate at law without protection by:

5.1.1 registration or notice on the title to the Property (where registered); or

5.1.2 a caution against first registration or land charge affecting the Property (where unregistered);

such protection has been properly effected.

5.2 The only Incumbrances of a material nature to which the Property is subject are disclosed in Schedule 5 Part 3. The Authority has told us that it has not received notice of any breach of and is not aware of any breach of any such Incumbrances and that such Incumbrances do not materially adversely affect the Existing Use.

6. Charges

There are no mortgages, charges or liens, legal or equitable, specific or floating, affecting the Property.

7. Agreements

7.1 There are no agreements for sale, estate contracts, options, rights of pre-emption or similar matters affecting the Property the provisions of which remain to be observed or performed.

7.2 There are no obligations binding on the Property to make future payments in respect of overage, clawback, deferred consideration or other payments of a similar nature.

8. Adverse rights

The Authority has told us that it has inspected the Property not more than 20 working days before the date of this Certificate and that so far as it is aware no

one is in adverse possession of the Property or has acquired or is acquiring any rights adversely affecting the Property.

9. **Title policies**

The Authority has told us that there are no insurance policies relating to any question of title or covenants affecting the Property.

10. **Complaints and disputes**

The Authority has told us that:

10.1 it has not had occasion to make any claim or complaint in relation to any neighbouring property or its use or occupation; and

10.2 there are no disputes, claims, actions, demands or complaints in respect of the Property which are outstanding or which are expected by it.

11. **Notices**

The Authority has told us that no notices materially affecting the Property or any of the Benefits detailed in Schedule 5 Part 2 have been given or received by the Authority.

PLANNING

12. **Lawful use**

The Existing Use is a lawful use under the Town and Country Planning Legislation.

13. **Development**

The Authority has told us that it is not aware that any development which has been carried out in relation to the Property is unlawful or has been carried out without any necessary consents and permissions being obtained, that no enforcement proceedings under the Town and Country Planning Legislation have been commenced or notices served and it is not aware that any such proceedings or notices have been proposed.

14. **Validity of permissions**

The Authority has told us that no planning permission affecting the Property is the subject of an existing challenge as to its validity. Our local authority search did not reveal that any planning permission has been issued within the three months immediately before the date of such search.

15. Not used.

16. Not used.

17. **Planning agreements**

17.1 There is no agreement or planning obligation or planning contribution affecting the Property under Section 52 of the Town and Country Planning Act 1971, Section 38 and Section 278 of the Highways Act 1980, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 106 of the Town and Country Planning Act 1990, Section 104 of the Water Industry Act 1991, Section 46 of the Planning and Compulsory Purchase Act 2004 or any provision in legislation of a similar nature.

17.2 Where there is any such statutory agreement the Authority has also told us that so far as it is aware as at this date no notice of breach has been received.

18. **Listed buildings etc.**

None of the buildings or other structures or erections on the Property has been listed under Section 1 of the Planning (Listed Buildings and Conservation Areas) Act 1990 nor has the relevant local authority served or authorised the service of any building preservation notice under Section 3 of the Planning (Listed Buildings and Conservation Areas) Act 1990 or any repairs notice under Section 48 of the Planning (Listed Buildings and Conservation Areas) Act 1990 in respect of the Property.

19. **Ancient Monuments**

The Property is not within an area of archaeological importance nor is any building or erection on the Property a scheduled monument within the meaning set out in the Ancient Monuments and Archaeological Areas Act 1979.

20. **Compulsory acquisition**

The Authority has told us that it is not aware of any resolution, proposal, order or act made or contemplated for the compulsory acquisition of the Property or any private access to it.

STATUTORY MATTERS

21. **Statutory requirements**

The Authority has told us that it is not aware of any outstanding order, notice or other requirement of any local or other authority that affects the Existing Use or involves expenditure in compliance with it nor of any other circumstances which may result in any such order or notice being made or served.

22. **Statutory compliance**

The Authority has told us that it has not received notice of any breach of and is not aware of any material breach of the requirements of any statute capable of enforcement at the date of this Certificate which affects the Property.

23. Not used.

ENVIRONMENT

24. **Environmental notices and permits**

The Authority has told us that:

24.1 it does not hold any permits relating to the Property under the Explosives Act 1875, the Environmental Protection Act 1990, the Planning (Hazardous Substances) Act 1990, the Water Resources Act 1991, the Water Industry Act 1991, the Radioactive Substances Act 1993, the Pollution Prevention and Control (England and Wales) Regulations 2000 or the Landfill (England and Wales) Regulations 2002 or other environmental laws;

24.2 it is not aware of the need for any permits under any environmental laws in respect of the Existing Use of the Property; and

24.3 it has not received any written notices or notifications under any environmental laws.

GENERAL

25. **Outgoings**

The Authority has told us that the Property is not subject to the payment of any outgoings other than the uniform business rate or water rates (and in the case of leasehold property sums due under the Lease) and the Authority has told us that all such payments have been made to date.

SCHEDULE 3

The Lease

Not applicable

SCHEDULE 4

The Letting Documents

Not applicable

SCHEDULE 5

Details and disclosure

Part 1

The Property

Brief description: Land to the west side Eastern Way Carlisle shown edged dotted blue and red on the attached plan at Annexure 1.

Tenure: freehold

Registered title number: CU235638 see title plan attached as Annexure 2 ("the Plan")

Quality of title: Absolute

Root of title, if unregistered: Not Applicable

Part 2

Benefits

(Benefits of the Property (if any) including in each case the title number (if any) of the servient land affected)

1. In a transfer of 11 September 1987 contained in Entry Number 4 of the Property Register of Title Number CU235638 ("the Property Register") the Property was transferred with the benefit of rights enjoyed by the Property for the use of utility services through service conduits on the Yellow Land identified by reference to the Plan which are used in common with the Property and the Yellow Land which were enjoyed by the Property. The rights extend to a right of entry onto the Yellow Land for the purpose of inspecting maintaining repairing renewing and cleansing such service media and making good any damage and paying a fair and proper proportion of the cost of maintaining repairing renewing or cleansing any such service media used in common for the benefit of both the Property and the Yellow Land.

2. Entry Number 3 of the Property register contains a declaration that the boundary fences separating the Property and the Yellow Land are party fences and repaired and maintained at joint expense. The Authority has told us that they are not aware of having contributed to the maintenance and repair of any boundary fence during its ownership from 18 December 2007. The Authority has told us that they have not undertaken any works of repair, maintenance or

replacement of the fences for which it has sought any contribution from the adjoining owner.

3. The Property may be subject to or have the benefit of unspecified manorial rights being claimed over part of the land tinted pink on the Plan in favour of the Manor of Botchargate saved to the lord by the 12th Schedule of the Law of Property Act 1922 ("the 1922 Act"). Entry number 2 of the Property Register notes the burden of the rights save to the lord of the Manor of Botcharge which include rights of the lord or (tenant) to mines and minerals, in respect of fairs, market and sporting rights, rights of common and any liability for the upkeep for example of bridges, dykes or ditches. Under the 1922 Act the system of Copyhold tenure was abolished and replaced with statutory enfranchisement. The effect of statutory enfranchisement was that the copyhold land became freehold land which, amongst other things, was no longer subject to any estate or interest affecting the manor. However certain rights were not affected by the enfranchisement and were preserved indefinitely. These rights are as follows:

3.1 The lord's rights to mines, minerals, limestone, lime, clay, stone, gravel, pits or quarries whether in or under the enfranchised land or not, or rights of working the same;

3.2 The rights, franchises, royalties or privileges of the lord in respect of fairs, markets, rights of chase or warren, piscaries, or other rights of hunting, shooting, fishing, fowling or otherwise taking game fish or fowl; and

3.3 Any liability subsisting on 1 January 1926 (whether arising by virtue of a court leet regulation or otherwise) for the construction, maintenance, cleansing, or repair of dykes, ditches, canals, sea or river walls, piles, bridges, levels, ways and other works for the protection or general benefit of land within a manor or for abating nuisances therein. Any person interested in enforcing the liability could apply to the court to ascertain or apportion the liability, and charge the same on the land or any interest therein; and in addition, the jurisdiction of any court leet, customary, or other court in reference to the matter was transferred to the court

The rights preserved to the lord were not 'manorial incidents', so as to be liable to extinguishment as such, but the lord might include them in a compensation agreement if so desired and so extinguish them.

The Authority has told us that they are not aware of any manorial rights exercised over the Property and that the only ones which would still be in existence would be the reservation of mines and minerals to the lords of the manor and that there has been no workings on the Property. The rights to mines and minerals are not registered under a separate title

3.4 The entry on the Property Register may contain or refer to all those exceptions and reservations that have been preserved indefinitely following

enfranchisement and have not been abolished subsequently by written agreement. The entry takes effect as a notice on the register.

Part 3

Incumbrances

1. The land tinted blue on the Plan which forms part of the Property more particularly referred to in Entry Number 1 of the Charges Register is subject to a restrictive covenant imposed in a Conveyance dated 15 January 1948 ("the Conveyance") not to cause any nuisance or annoyance or disturbance but any development of which is called the southern portion of the land for working class housing will not be in breach nor will developing the northern portion for industrial purposes. The Ecclesiastical Commissioners for England have a right to freely develop their adjoining land without the making of compensation to the land owner or owners or any occupiers even if such development or buildings so erected restricts or reduces the enjoyment of light and air to the Property.

2. The Property is subject to the same right for the use of utility services through the service conduits for the benefit of the Yellow Land. The owner or occupier of the Yellow Land can enter on to the Property for the purposes of inspecting maintaining repairing renewing and cleansing any service conduits making good any damage caused.

   The owner or occupier of the Yellow Land is responsible for paying a fair and proper proportion of the cost of maintaining, repairing, renewing or cleansing any service conduits used in common.

3. The Property may be subject to or have the benefit of unspecified manorial rights being claimed over part of the land tinted pink on the Plan as more particularly referred to in paragraph 3 of Part 2 of Schedule 5

4. The Property is subject to the rights in favour of the Retained Land (Title Number CU30257 a plan of Title Number CU30257 is attached at Annexure 3) in a Transfer dated 1 December 2007 ("the Transfer") for the continued use of the service media bringing utilities to the Retained Land with the appropriate rights of entry onto the Property for the purposes of maintaining, repairing and renewing the service media the person entering the Property. The Authority has told us that they are not aware of any service on the Property which are shared with the adjoining owner. That Jewson, the adjoining owner did not know the routes of their services and as a result there are rights reserved to them in the Transfer. They are not aware of any work being carried out to any services on the Property during the ownership of the Authority (since 18 December 2007) and they are not aware of the adjoining owners accessing any right of entry on to the Property as the Property is bounded by a security fence on all sides.

5. The owner of the Property can re-route any of the service media benefitting the Retained Land referred to in paragraph 4 to enable the Property to be developed provided that any disruption to the supply of services to the Retained Land is kept to a minimum.

6. The Property cannot be used for a timber merchants and/or builders merchants and/or a plumbers merchants and/or for use as a DIY store and that no goods normally sold by a builders merchants and/or plumbers merchants and/or timber merchants shall be sold from the Property or any part of it. The liability for any breach of this restrictive covenant is limited to period of ownership.

7. The Authority has entered into a positive covenant to erect a 2.4 metre high palisade fence on the boundary of the Property and the Retained Land. The Authority has confirmed to us that the fence is in situ and that it was not aware of any claims (historical or ongoing) in relation to the ongoing obligations relating to the fence.

8. The Property is subject to such covenants and conditions referred to in the registers of the Retained Land (Title Number CU30257) in a Transfer dated 1 December 2007. There are no covenants referred to in the registers of the Retained Land.

Part 4

Existing Use

Unbuilt on land

Part 5

Searches and enquiries

Note: In each paragraph below, please fill in the date and any required details of the search or state "not made".

Search	Date	Other details
Official search in the Index Map (SIM)	1 December 2010	Confirms that the freehold interest in the Property (or any part thereof) is registered under title number CU235638
Local search certificate and replies to CON 29R Enquiries of local authority (2007) and the following enquiries in CON 29O Optional enquiries of local authority (2007): 4, 5, 7, 9, 11, 18, 19 and 22.	10 December 2010	The search confirms that Eastern Way is an adopted highway. The Authority has told us that the highway extends to the Property boundary on Eastern Way and there is no ransom strip. Conditional planning permission dated 7 February 2007 granted for New Community Fire Station, Divisional HQ & Emergency Planning Centre. Further Conditional planning permission dated 5 November 2009 decided to replace extant permission for New Community Fire Station, Divisional HQ and Emergency Planning Centre. Conditional planning permission dated 6 November 2009 granted for New Community Fire Station and Divisional HQ.

		Conditional planning permission dated 21 April 2008 decided for the erection of 2.4m High Steel Palisade Fence Building Regulation application dated 23 September 2010 decided for new build community fire station,
Commercial drainage and water enquiries	1 December 2010	Please see attached copy of each of the statutory sewer maps at Annexure 4. These show the public sewers, disposal mains and lateral drains in the vicinity of the Property. In response to the enquiries about whether foul and surface water from the Property drain to a public sewer, the search result states that the enquiries appear to relate to a plot of land or a recently built property and recommends that drainage proposals are checked with the developer. However, the search result also states that the Property is part of an established development and is not subject to any adoption agreements in relation to any sewers or lateral drains serving the Property. The search result further states that the statutory sewers maps indicate that there is no public sewers,

		disposal mains or lateral drains within the boundaries of the Property and there is no public sewer within 30.48 meters (100 feet) of a building within the Property. In addition, the search result reveals that the sewerage undertaker has no records in relation to any approval or consultation about plans to erect a building or extension on the Property over or in the vicinity of a public sewer, disposal main or drain. Please see attached copy of the statutory water works map at Annexure 5 which shows the water mains, resource mains or discharge pipes in the vicinity of the Property and within the Property. In response to the enquiries about whether foul the Property is connect to the mains water supply, the search result states that the enquiries appear to relate to a plot of land or a recently built property and recommends that drainage proposals are checked with the developer. However, the search result also states that the Property is part of an established development and is not subject to any adoption agreements in relation to any sewers or

		lateral drains serving the Property. Whilst the search result states that the statutory water works map does indicates water mains, resource mains or discharge pipes within the boundaries of the property, it appears to us that a distribution main runs into in the approximate position of the proposed access into the site. United Utilities PLC is the sewerage and water undertaker for the area.
Enquiries of The Coal Authority as to past, present and future mining operations in proximity to the Property	7 December 2010	The Property lies outside any defined coalfield area The Property "is an area underlain by clay and sand" although it is unlikely that either will cause ground movement. In addition the "local geology and steepness of slope in the area could combine to create the likelihood of landslide activity" but that "landslide activity is unlikely to occur". The Authority has confirmed that, so far as the Authority officers are aware, the Authority has no knowledge of any landslide activity affecting the Property or any adjacent or nearby property.
Land Charges Act searches against every estate owner who was a party to		Not made

any transaction, or concerned in any event, comprised in the relevant title (see Section 25 of the Law of Property Act 1969) where there is no clear search with the title deeds		
Land Charges Act searches against the Authority and date of expiry of priority		Not made
Land Registry search (whether of whole or part), date of expiry of priority and name of party having benefit of priority period		Not made
Where title to the Property is not registered, date of search at the Companies Registry of the file of all companies disclosed by the documents of title as estate owners of the Property since the root of title		Not made
Search at the Companies Registry against the Authority		Not made
Enquiries of the Highways Authority to ascertain the boundaries of publicly maintainable highways abutting, and any footpaths or rights of way affecting, the Property	22 December 2010	Attached at Annexure 6 is the plan attached to the result of a highways enquiry raised with Capita Symmonds Limited. The extent of the adopted highway is shown coloured green and includes Eastern Way
Chancel Repair Search	30 November 2010	The result of the search identifies the Property as being within the historical boundary of a parish which continues to have a potential chancel repair liability. The Authority has told us that they are not aware of any request for a contribution towards the Chancel Repair.
National Grid - Gas and Electricity	8 December	The search identified the

(operation transmission networks)	2010	risk as negligible. No plans were attached to the search as the provider has no infrastructure in the area of the Property
Northern Gas Networks - Gas (gas distribution network)	10 December 2010	Please see attached as Annexure 7 plan showing gas mains equipment within the area of the Property.
United Utilities - Electricity (electricity distribution network	1 February 2011	Please see attached as Annexure 8 plan showing cables/equipment within the area of the Property.
BT Openreach	16 December 2010	Please see attached as Annexure 9 plan showing BT equipment within the area of (and within) the Property.
Cable and Wireless	3 December 2010	The search result confirms that the Cable & Wireless plant is not affected.
Instalcom Limited (in relation to plant enquiries for Global Crossing (UK) ltd, Global Crossing PEC and Fibrenet UK Limited	30 November 2010	
Virgin Media	14 December 2010	

Part 6

Qualifications to clauses 2.1.3, 2.1.4 and 2.3 of this Certificate to paragraph 2.9 of Schedule 1 and to statements contained in Schedule 2

Clause/Paragraph	**Qualification**
Schedule 2, Paragraph 1.1	We have not seen any original nor properly examined documents nor will we have any on completion of the Transaction.
Schedule 2, Paragraph 1.2	The Authority's title to the Property is

	registered at the Land Registry. We have not investigated any historic stamp duty or stamp duty land tax liability or compliance as this is not relevant to the Transaction.
Schedule 2, paragraph 1.3	The Authority's title to the Property is registered at the Land Registry. We have not considered whether any further land transaction return is required as this is not relevant to the Transaction.
Schedule 2 Paragraph 17	Confirmed (save in relation to any such agreements or obligations or planning contributions arising by reason of the Transaction

Part 7

Details of the Lease under which the Property is held

Not applicable

Part 8

Details of the Letting Documents affecting the Property

Not applicable

Date 23 FEBRUARY 2011

Signed: Ashfords LLP

Name of firm: Ashfords LLP

Address: Ashford House, Grenadier Road, Exeter EX1 3LH

Reference: ESQ/AMS/225441-8

Annexure 01

N

FM

Construction

shared boundary line

0m 5m 10m 15m 20m 25m

rev A 6-09-10 boundary lines amended in line with comments made under email dated 2-09-10
rev B 08-11-10 rear boundary lines amended to take in the extra land strip.
rev C 30-11-10 Revised to suit clients comments

NWFRS PFI Scheme

Carlisle East Community Fire Station -
Proposed Site plan Legal FM boundaries
CE/PB/ARC/111 rev C
Scale @ A1 - 1:500

Balfour Beatty
Fire and Rescue

Annexure 02

Land Registry
Official copy of title plan

Title number **CU235638**
Ordnance Survey map reference **NY4254NW**
Scale **1:2500**
Administrative area **CUMBRIA : CARLISLE**

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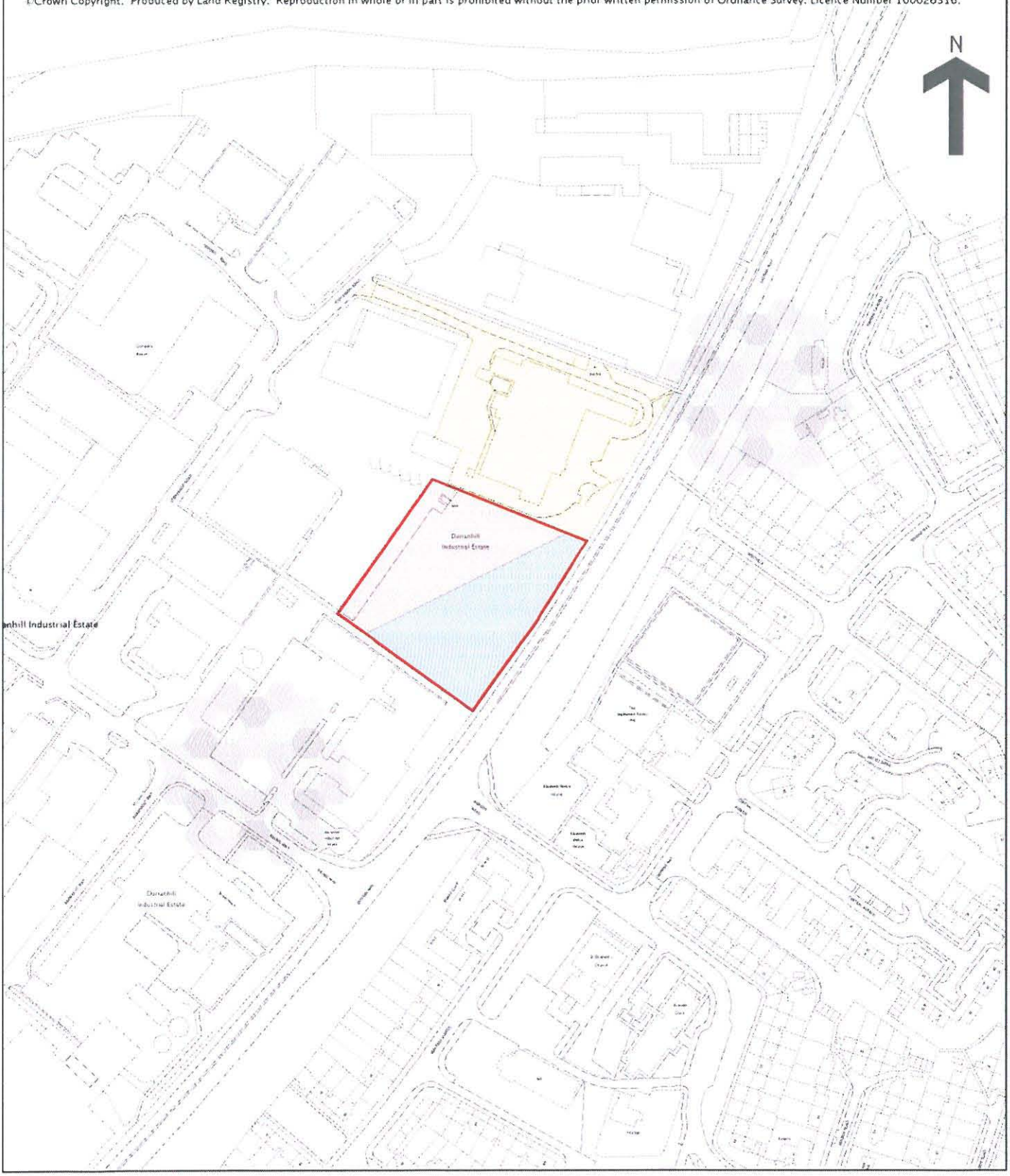

This official copy is incomplete without the preceding notes page.

Annexure 03

Land Registry
Official copy of title plan

Title number **CU30257**
Ordnance Survey map reference **NY4254NW**
Scale **1:2500**
Administrative area **CUMBRIA : CARLISLE**

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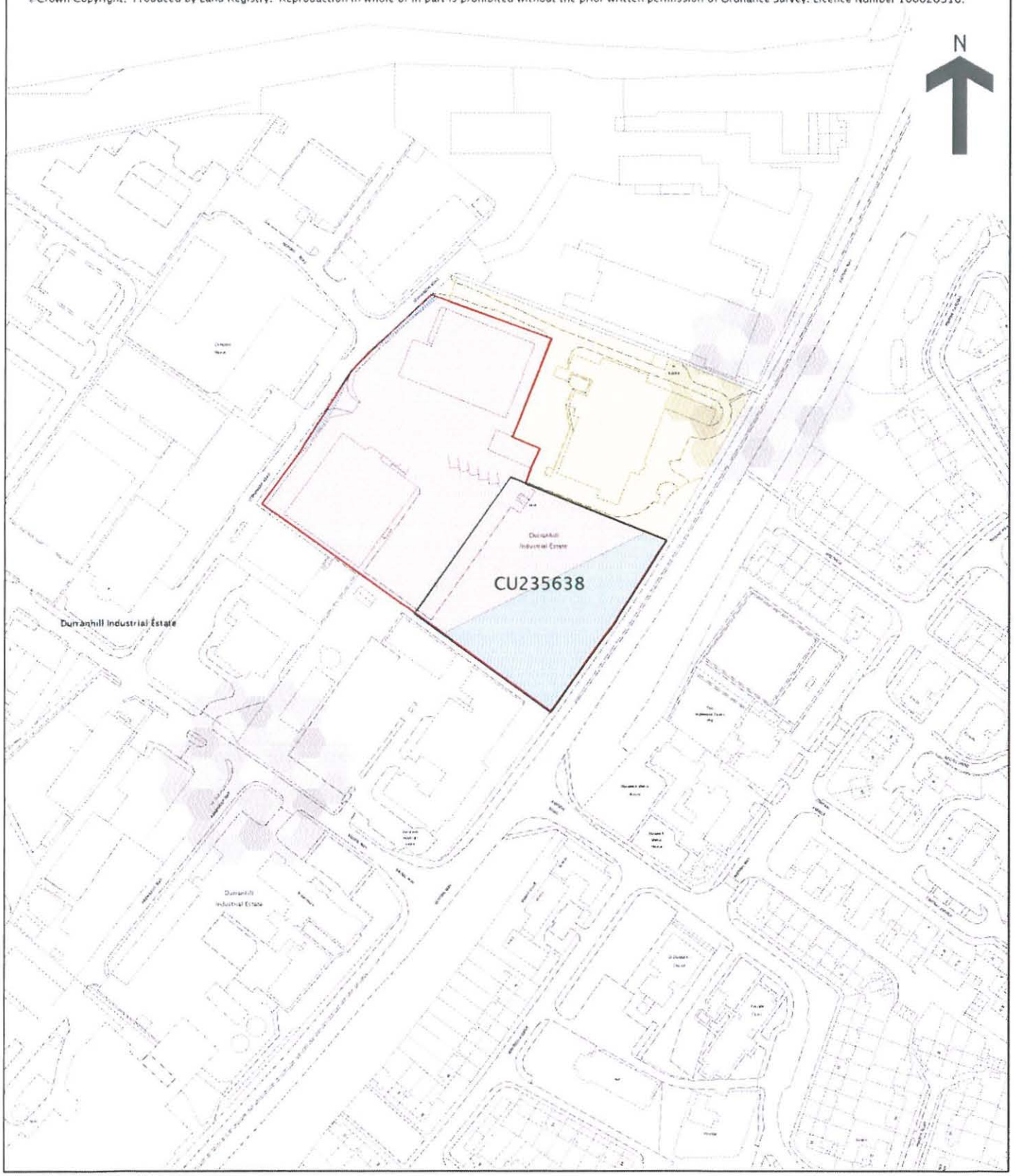

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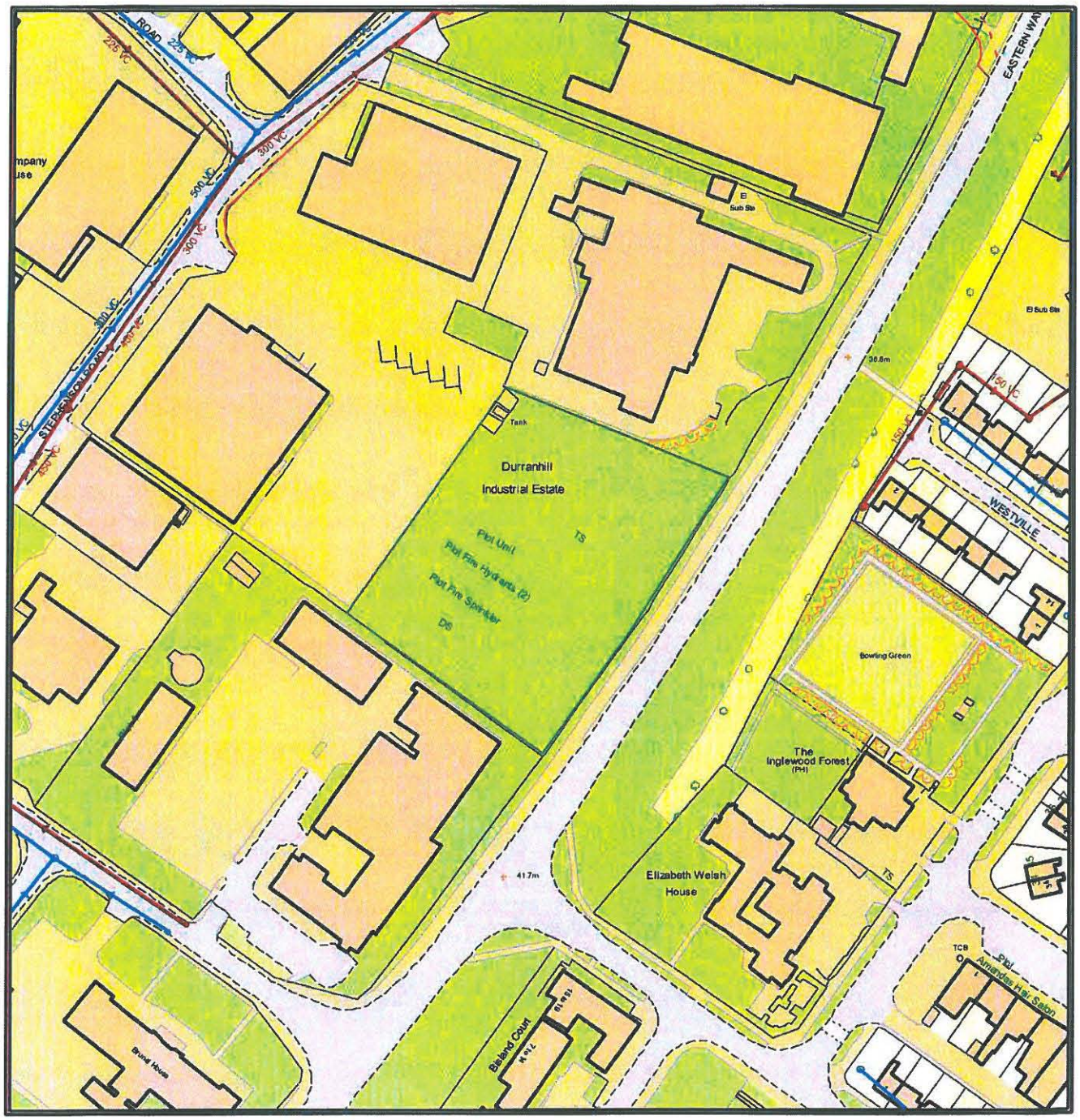
Annexure 04

United Utilities

COMMERCIALDW
DRAINAGE AND WATER ENQUIRY

SEWER RECORD LAND TO THE WEST SIDE OF BALFOUR BEATTY FIRE & RESCUE EASTERN WAY CARLISLE CA1 3NG



The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes, sewers or drains may not be recorded. United Utilities Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

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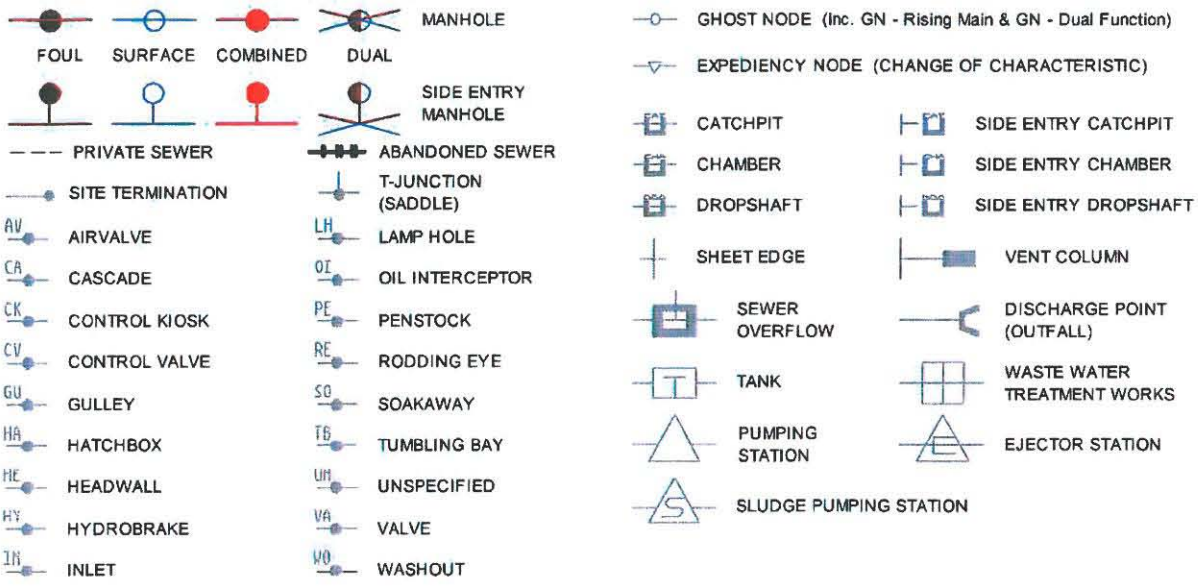
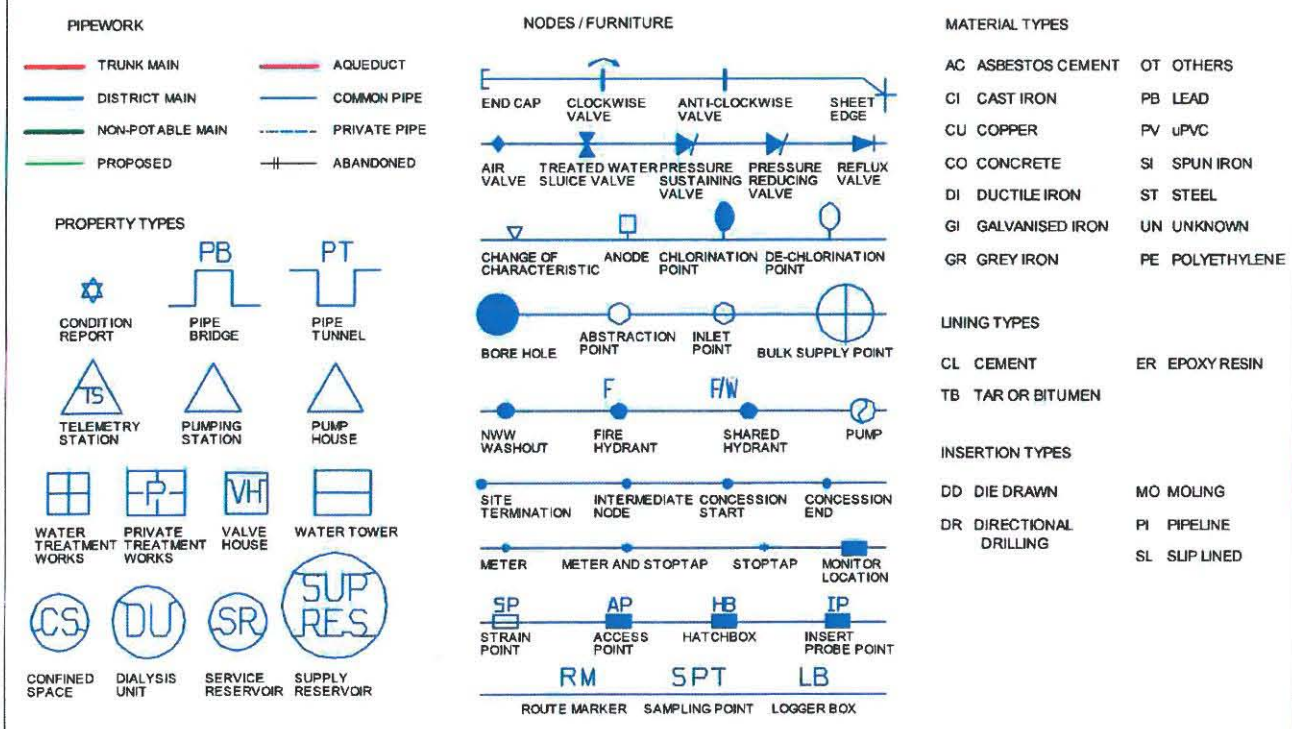
WASTE WATER SYMBOLOGY



CLEAN WATER SYMBOLOGY

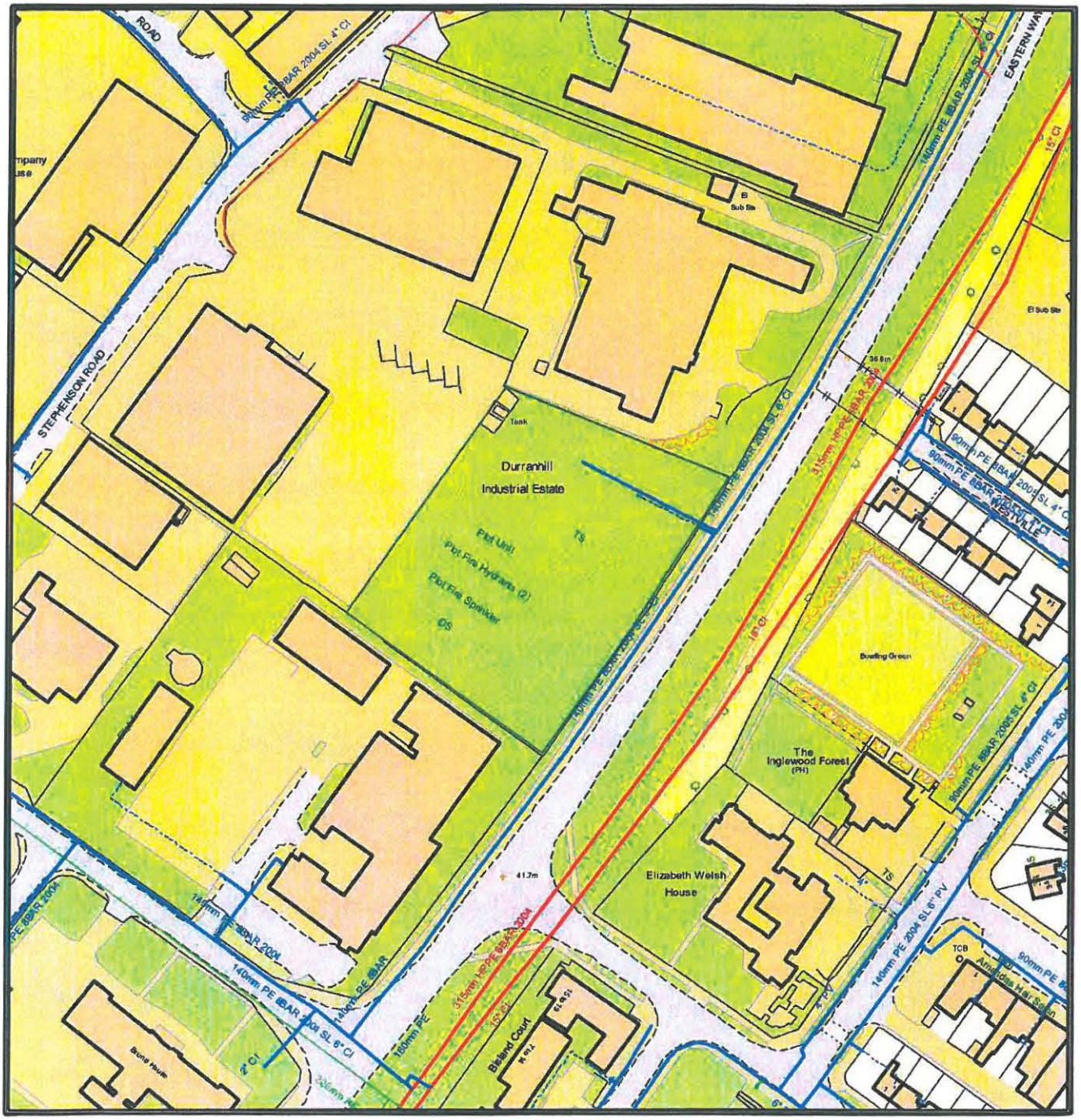


Annexure 05

United Utilities

COMMERCIALDW
DRAINAGE AND WATER ENQUIRY

WATER RECORD LAND TO THE WEST SIDE OF BALFOUR BEATTY FIRE & RESCUE EASTERN WAY CARLISLE CA1 3NG



The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes, sewers or drains may not be recorded. United Utilities Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

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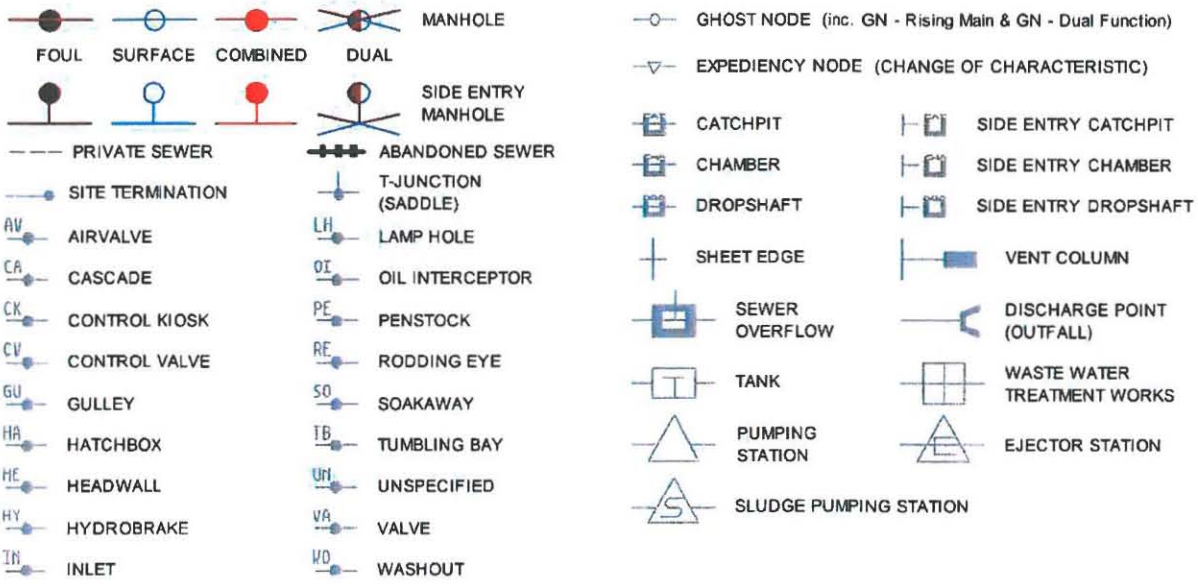
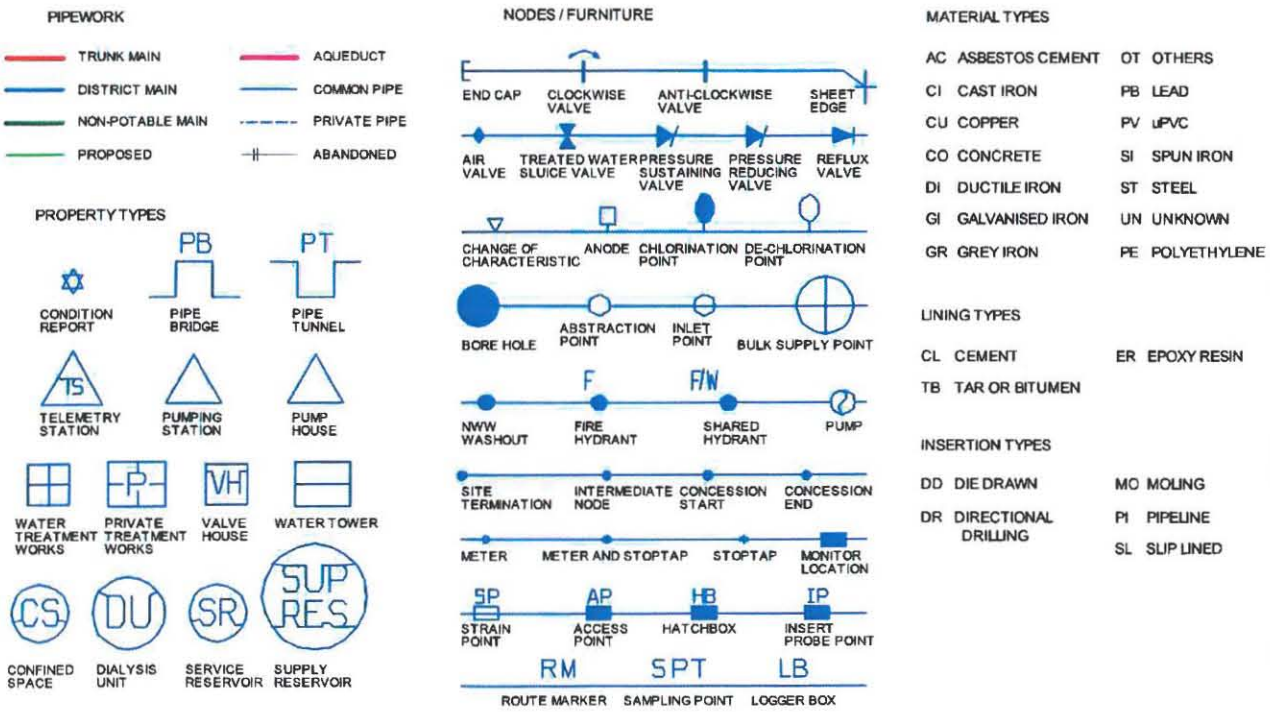
United Utilities

COMMERCIALDW
DRAINAGE AND WATER ENQUIRY

WASTE WATER SYMBOLOGY



CLEAN WATER SYMBOLOGY



Annexure 06

Location Plan

CAPITA SYMONDS

Organisation	Capita Symonds Ltd
Department	Countryside and Heritage Management Services
Property	Land to west side of Balfour Beatty Fire & Rescue
Date	22/12/2010

Maintainable at public expense
Not maintainable at public expense
Subject to S.38 Agreement

The line length and width does not represent any particular extent.

Scale 1:1,250

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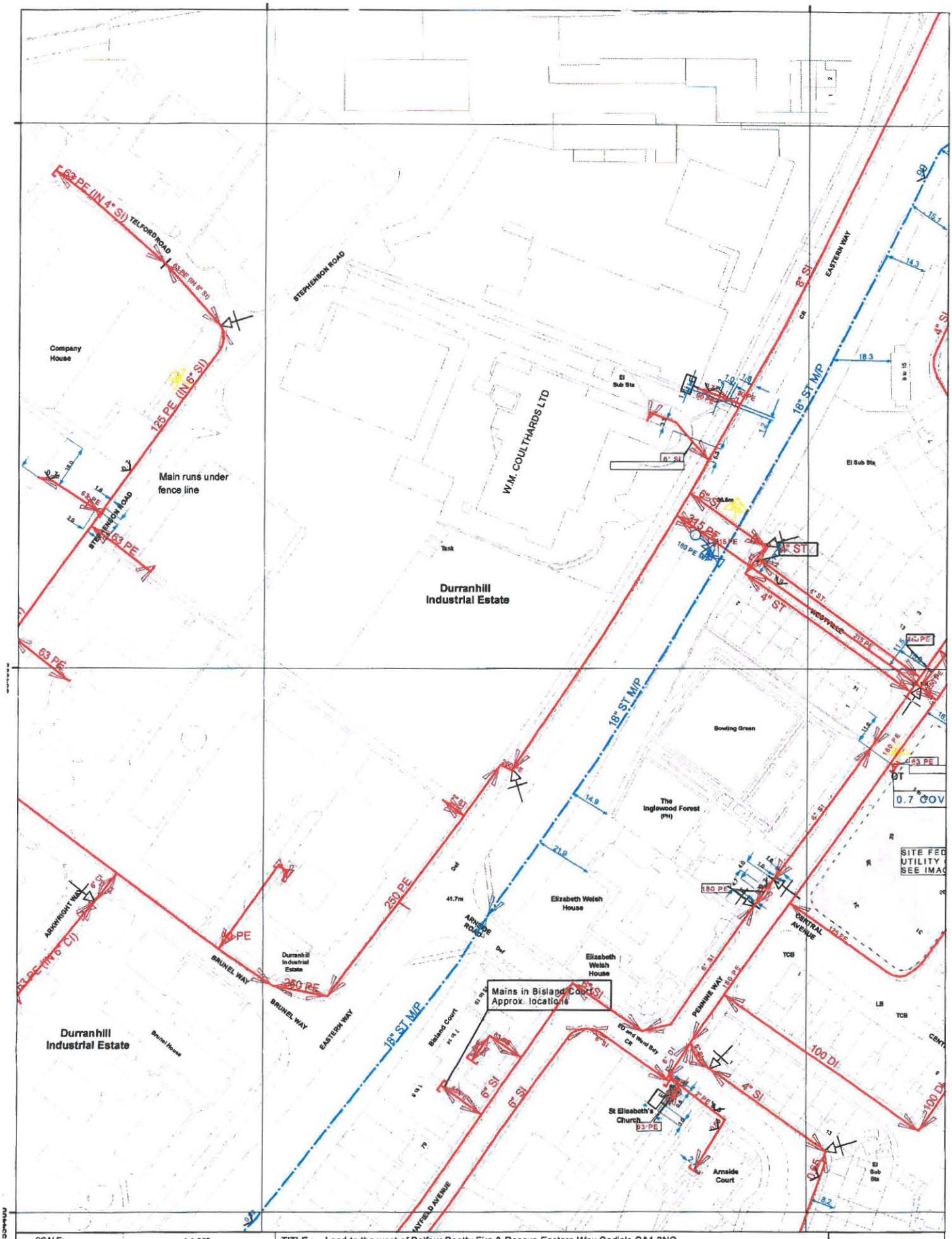
Annexure 07



SCALE:	1:1,250
USER ID:	N800171
DATE:	10/12/2010 15:28:34
GRID REFERENCE:	E: 342080 N: 554617

Low Pressure
Medium Pressure
Intermediate Pressure
Regional High Pressure

0 5 10 20
Metres

TITLE : Land to the west of Balfour Beatty Fire & Rescue Eastern Way Carlisle CA1 3NG

The plan shows those pipes owned by Northern Gas Networks or the relevant Gas Distribution Network in their roles as Licenced Gas Transporters (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Northern Gas Networks, the relevant Gas Distribution Network, or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue.

Some examples of Plant Items:
Valve, Depth of Cover, Syphon, Diameter Change, Material Change

Northern Gas Networks

ArcGIS Server 9.3.1

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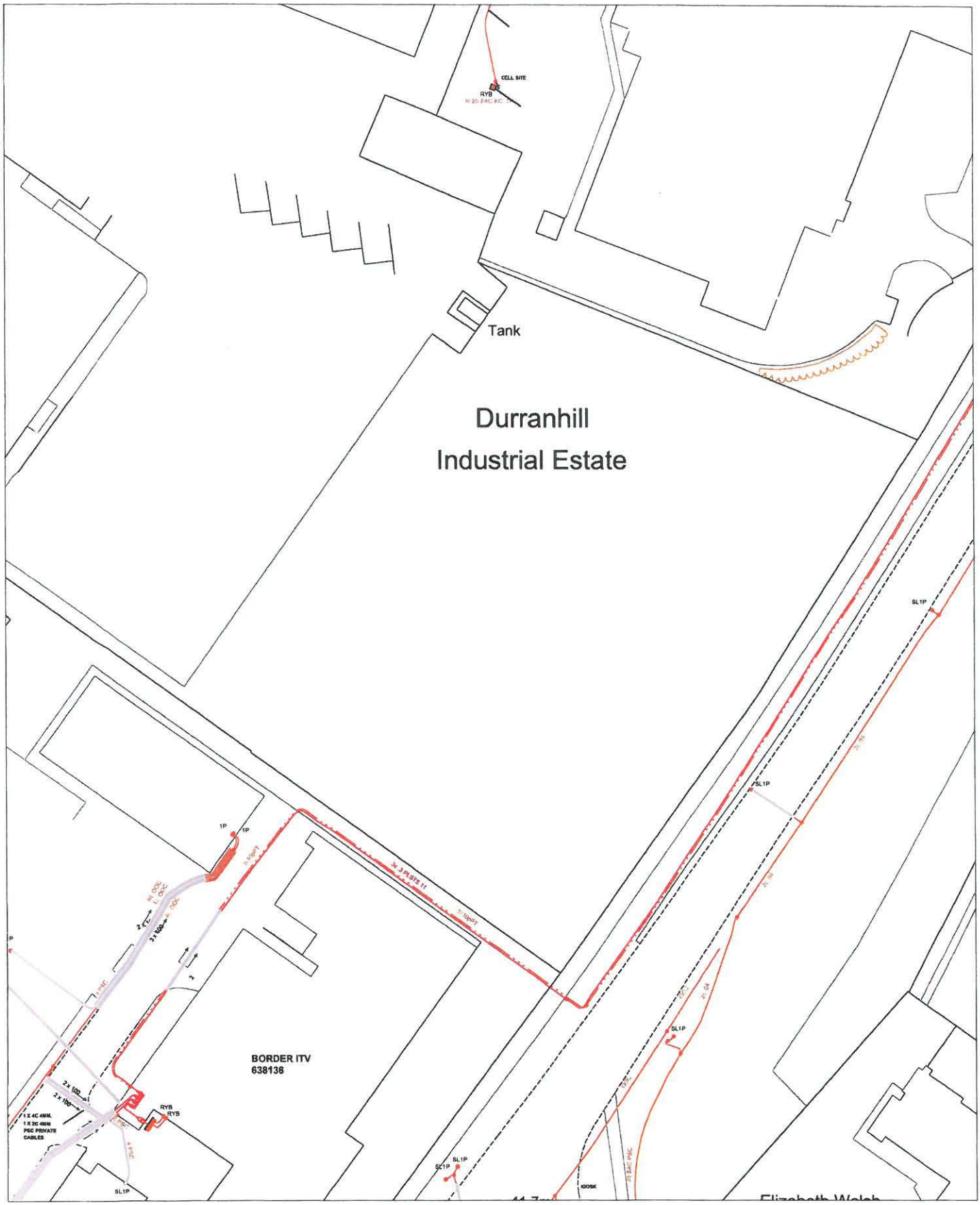
NRSWA RESPONSE

Annexure 08



Unless otherwise indicated the depth of UU Electricity plc cables are in accordance with NJUG (450mm for Low Voltage & 600mm for 11kV cables) 33kV and 132kV cables are laid at depths as marked. The depth and positions of UU Electricity plc equipment was accurate as shown when the equipment was installed. However third parties may have altered the level & other reference data. Therefore UU Electricity plc accept no responsibility for the position of UU Electricity plc equipment being different from shown. No person, body or company, shall be relieved from liability for damage caused to UU Electricity plc equipment by reason of being located differently to the indications on this drawing.
Service cables are not necessarily shown but must be assumed to exist to all premises, streetlights and signs.
There may be other UU Electricity plc apparatus in the vicinity which is not indicated on the cable records. Other apparatus may also be present which is owned by a third party other than UU Electricity plc.
CAUTION - THUS Fibre Optic cables may not be shown on this plan. Please contact THUS for further information.
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UU Registered Office: Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP Registered No. 2366678

Legend

Operating Voltage	Colour Code	Line Colour
132kV	Black	
33kV	Green	
22kV-25kV	Yellow	
11kV	Red	
6kV-6.6kV	Blue	
1kV-6kV	Violet	
LV	Orange	
Unknown Voltage	Brown	

N W E S

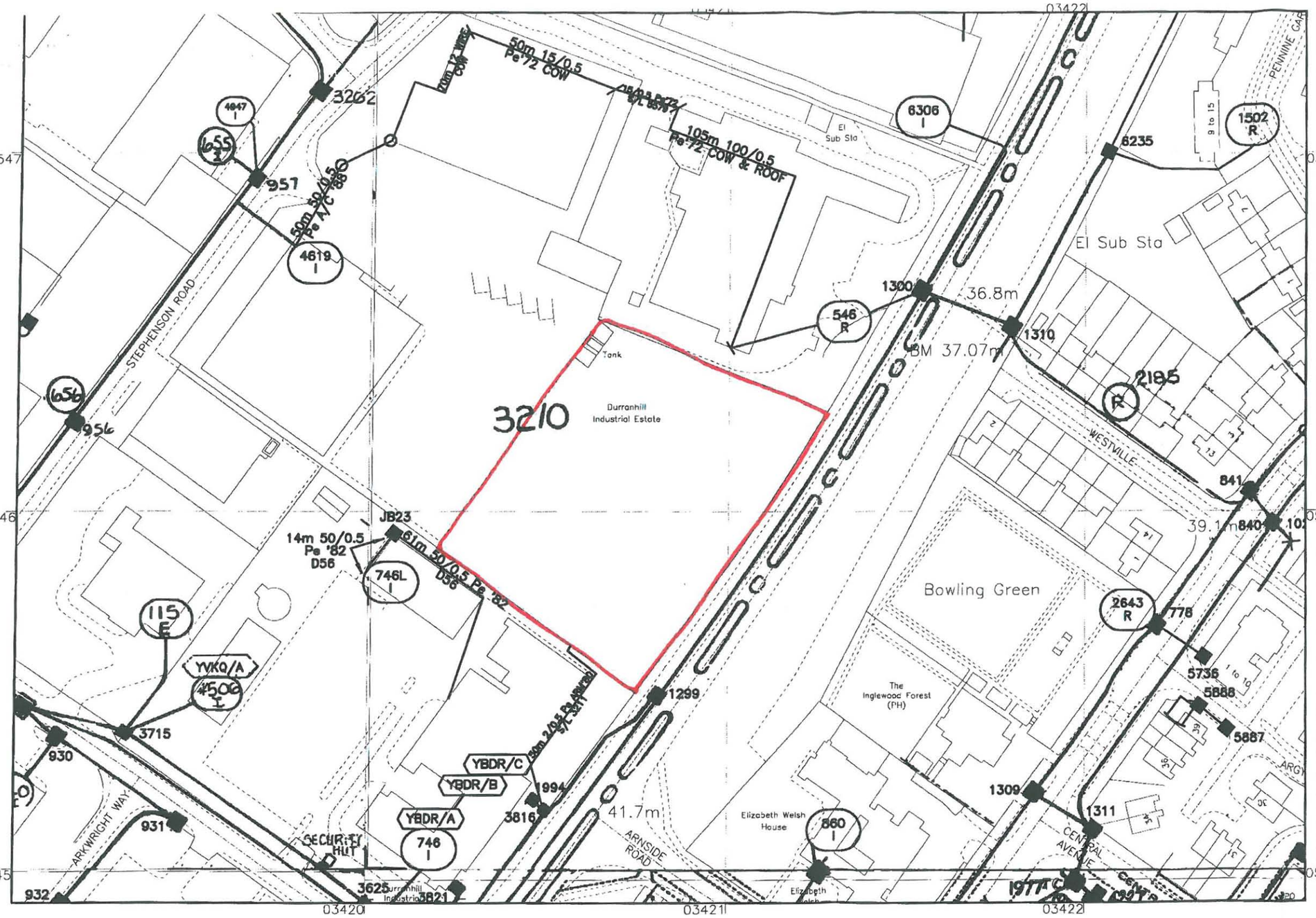
United Utilities

Balfour Beatty Fire & Rescue, Carlisle

Date: 01/02/2011
Printed by: LE

Electricity Records
Scale 1:500

Annexure 09



KEY TO BT SYMBOLS

PLANT

- UNDERGROUND PLANT
- A/C, D/W or W — OVERHEAD PLANT
- JOINT BOX
- 456 or 456 — DISTRIBUTION POINT
- MANHOLE or 72
- POLE
- CABINET
- BURIED JOINT
- J — JOINTING POST
- ANTENNA — MICROCONNECT DISTRIBUTED ANTENNA
- PROPOSED U/G
- A/C, D/W or W — PROPOSED O/H
- PROPOSED BOX

NON PLANT

- DP BOUNDARY
- OR — OTHER BT BOUNDARY

Other proposed plant is shown using dashed lines.

Existing BT plant may not be recorded.

Information valid at the time of preparation.

DIAL BEFORE YOU DIG

0800 917 3993

Fax – 01332 578650

Professional on-site assistance prior to commencement of excavation works

IMPORTANT WARNING:
Information regarding the location of BT apparatus is given for your assistance and is intended for general guidance only. No guarantee is given of its accuracy. It should not be relied upon in the event of excavations or other works being made near to BT apparatus which may exist at various depths and may deviate from the marked route.

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PLANT INFORMATION REPLY

Notes:

openreach BT

If more information is required please submit larger scale plans