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INLAND REVENUE  
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FINANCE ACT 1931  
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H M LAND REGISTRY

LAND REGISTRY ACTS 1925 TO 1986

TRANSFER OF WHOLE AND OF PART

County and District: Lancashire - Ribbles Valley

Property & Title Nos.: LA.699412 - Primrose House  
Primrose Road, Clitheroe  
LA.633037 - Primrose Works  
Primrose Road, Clitheroe

THIS TRANSFER is made the 20th day of November 1996

BETWEEN:-

1. IAN BARRY DEARING of Stanley House Lowergate Clitheroe Lancashire BB7 1AD HELENA BALMFORTH of Windmill Cottage Honey Lane Rowhook Horsham West Sussex RH12 3QA and NEIL JAMES BALMFORTH of 43 Lenton Moor Road Manor Nottingham NG7 2SW ("the Transferor") as Personal Representatives of Trevor Balmforth who died on the 22nd August 1992 and Probate of whose Will was granted to them on the 21st September 1992 out of the Liverpool District Probate Registry  
and
2. JOHN RICHARD STEPHENSON and MARIA LETIZIA STEPHENSON both of Waters Edge Trumps Green Road Virginia Water Surrey ("the Transferee")



LA790138



SEQ128



P. QUALITY



1. Definitions

In this Deed the following expressions shall respectively have the following meanings:-

- 1.1 "the Property" means Primrose House and the Additional Land the whole of which property id for identification purposes only edged red on the Plan
- 1.2 "Primrose House" means Primrose House Primrose Road Clitheroe being the land and buildings comprised in Title No. LA 699412.
- 1.3 "The Works" means the part of the land and buildings comprised in Title Number LA.633037 (after giving effect to this Transfer) which is retained by the Transferors and is relevant to the provisions of this Deed.
- 1.4 "the Additional Land" means such part of the land and buildings for identification only shown edged red on the Plan as form part of the property comprised in Title No. LA 633037 and including the wall and archway therein between points X and Y on the plan.
- 1.5 "The Plan" means the plan annexed hereto.
- 1.6 "The Parking Area" means that part of the Roadway which:

- 1.6.1. is contiguous with the existing factory building on the south east side of the Roadway and
- 1.6.2 extends therefrom into the Roadway to the point of the base of the stanchion in the archway leading to Primrose House and nearest to the said building and
- 1.6.3 is for identification only shown cross hatched on the Plan and which measures 95 feet by 9 feet 8 inches.
- 1.7 "The Roadway" means the roadway coloured brown on the plan at no point less than ten feet wide
- 1.8 The expressions "the Transferor" and "the Transferee" shall mean and include their respective successors in title and assigns and where any party hereto comprises more than one person the singular shall where the context so admits or requires mean and include the plural and the obligations of that party shall be both joint and several.
- 1.9 "The Deed of Grant" means the Deed of Grant dated *19th* November 1996 and made between the Transferor (1) and Stalwart Dyeing Company Limited (2)

2. In consideration of **Two hundred and Eighty Thousand Pounds (£280,000)** the receipt whereof is hereby acknowledged the Transferor **HEREBY TRANSFERS** to the Transferee the Property.

3. The Property is transferred:-

3.1 Together with the the benefit of the rights but subject to the exceptions and reservations set out in the Property Register of Title No. 633037 as if the same were here set out in extenso so far as relate to the Property and in common with the Transferor in respect of the Works

3.2 Together with a right of support for the wall and archway between points X and Y on the plan from the buildings forming part of the Works with which the wall and archway are at those points contiguous.

3.3 Subject to the provisions of the Deed of Grant

4. This Transfer is made with limited title guarantee.

5. Rights Granted for Primrose House

Insofar as the Transferor has power to grant the same the Transferor hereby grants to the Transferee and other the owners and occupiers from time to time of the Property and each and every part thereof and all persons authorised by them the following

rights and easements which are where applicable to be exercisable by the Transferee in common with the Transferor and other the owners or occupiers for the time being of the Works or any part or parts thereof and all others to whom like rights have been or may hereafter be granted:-

5.1 A right of way at all times and for all purposes with or without vehicles over and along the Roadway for the purpose of obtaining access to and egress from the Property or any part thereof Subject to the payment by the Transferee from time to time of a fair proportion according to the Transferee's use thereof of the cost of maintenance and repair of the Roadway PROVIDED NEVERTHELESS that temporary interruptions from time to time of the exercise of the right of way granted by this paragraph by virtue of stationary vehicles loading or unloading goods at and for the Works and use of the Parking Area for the parking of vehicles shall be deemed not to be an infringement or interruption of the right of way granted by this paragraph. At such times when stationary vehicles are interrupting the exercise of the rights of way the Transferee and the other persons entitled to this right shall be entitled to pass over such part of the Works adjacent to the Roadway as are unbuilt upon to obtain access to and egress from the Property.

5.2 A right of way at all times and for all purposes with or without vehicles over and across:-

5.2.1 the roadway and track coloured blue on the plan  
and

5.2.2 so much of the roadway as leads thereto from  
Primrose Road

for the purpose of gaining access to and egress from that part of the Property as is served by the access gateways the approximate locations of which are shown by points J and K on the Plan Subject to the payment by the Transferee from time to time of a fair proportion according to the Transferee's use thereof of the cost of maintenance and repair of the said roadways and track.

5.3 A right of way at all times with or without vehicles over and across the area coloured yellow on the Plan for the purposes of making deliveries to and collections from Primrose House Subject to the payment by the Transferee from time to time of a fair proportion according to the Transferee's use thereof of the cost of repair and maintenance of the area coloured yellow **PROVIDED NEVERTHELESS** that temporary interruptions from time to time of the exercise of the right of way granted by this paragraph by virtue of stationary vehicles loading or unloading goods at and for the Works shall be deemed not to be an infringement or interruption of the right of way granted by this paragraph. At such times when stationary vehicles are interrupting the exercise of the rights of way the Transferee and the other persons entitled to this

right shall be entitled to pass over the Transferor's land adjacent to the Roadway to obtain access to and egress from the Property.

5.4 The right to the free flow and passage of water through the pipes between points marked O and P on the Plan.

5.5 The right to the free flow and passage of domestic effluent from Primrose House through the drain to the public sewer the approximate position of which drain is shown by a broken black line and being between points A B C and D on the Plan ("the Sewage Pipe").

5.6 The right to the free use of any and all electricity and telephone cables gas pipes and other conducting media through under or over the Works providing services to Primrose House.

Such rights as are granted by clauses 5.4 5.5 and 5.6 hereof being Subject to the payment by the Transferee from time to time of a fair proportion according to the Transferee's use thereof of the cost of repair and maintenance of such pipes drains cables and other conducting media.

5.7 The right (exercisable on giving reasonable notice except in emergency) to enter with or without workmen and appliances into and upon so much of the Works as may be necessary for the purposes of:-



5.7.1 within the period of 80 years from the date hereof  
laying and

5.7.2 at any time inspecting repairing cleansing testing  
maintaining and replacing

water supply pipes and drains and electricity and

telephone cables gas pipes and other conducting media

**PROVIDED NEVERTHELESS** that the person exercising such

rights shall make good without undue delay all and any

damage thereby occasioned to the Works and shall exercise

such rights so as to cause the minimum of interruption to

any business activities carried on at the Works.

6. Rights Reserved for the Works

For the benefit of the Works and each and every part thereof the Transferor reserves the following rights and easements which are where applicable to be exercisable by the Transferor in common with the Transferee and other the owner or occupier for the time being of the Property or any part or parts thereof and all others to whom like rights have been or may be granted:-

6.1 The right to the passage and conveyance of effluent from the Works through the Sewage Pipe **SUBJECT** to the Transferor or other the owner for the time being of the Works maintaining the Sewage Pipe in a good state of repair and condition

6.2 The right to the free flow and passage of surface water and effluent through any other pipes and culverts situate within the boundaries of the Property **SUBJECT** to the Transferor or other the owner of the Works maintaining the same in good repair and condition.

6.3 The right (exercisable on reasonable notice except in emergency) to enter with or without workmen and appliances into and upon so much of the Property as may be necessary for the purposes of:-

6.3.1 within the period of 80 years from the date hereof laying and

6.3.2 at any time inspecting repairing renewing cleansing testing maintaining and replacing the Sewage Pipe and the said drains pipes and culverts and any electricity and telephone cables and other conducting media and the buildings for the time being forming part of the Works and any boundary retaining walls or structures **PROVIDED NEVERTHELESS** that the person exercising such rights shall make good without undue delay all and any damage thereby occasioned to the Property and shall exercise such rights so as to cause the minimum of interruption to the Transferee or other the occupiers from time to time of the Property.

6.4 The free right to use the Works or any part or parts thereof for industrial or any other purposes **PROVIDED ALWAYS** that any use which is not an existing use shall be

in accordance with planning permission granted by the appropriate planning authority and the conditions thereof. It is expressly acknowledged by the Transferee that the current uses of the Works by Stalwart Dyeing Company Limited and Stalwart Commission Tufters Limited are existing uses permitted by this Clause.

6.5 A pedestrian right of way in emergency only round the periphery of the courtyard at the Property hatched blue on the Plan for the purpose of gaining access to and egress from other parts of the Works via the gateway shown by point E on the Plan.

6.6 The right

6.6.1 to park vehicles in the Parking Area and

6.6.2 temporarily to park vehicles on the Roadway for the purposes only of loading and unloading goods at and for the Works

the Transferor causing as little inconvenience and interruption as practicably possible to the Transferee's right of way over the Roadway by the exercise of the right granted by this paragraph

6.7 The full unrestricted right at any time hereafter and from time to time to erect or permit to be erected any building or other erection and to alter any building or other erection now standing or hereafter to be erected on any

part of the Works in such manner as the Transferor shall think fit notwithstanding that the exercise of such right shall obstruct or interfere with the passage of access of light and air to any building which is or may be erected on any part of the Property so that all privileges of light and air now or hereafter to be enjoyed over any part of the Works or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Transferor and not as of right.

6.8 Such other rights easements and quasi-easements as were enjoyed by the Works prior to the acquisition of Primrose House by the said Trevor Balmforth.

6.9 The right to impound or interfere with the flow of waters flowing in Pendleton Brook and Mearley Brook and to use any such waters impounded or abstracted without being obliged to return the same to Pendleton Brook upstream of the Property undiminished in quality or quantity

#### 7. Agreement and Declaration

The Transferor and the Transferee hereby agree and declare that the cost of maintaining repairing renewing testing and cleansing of any of the pipes wires cables and culverts used in connection with any services the use of which is common to both the Works

and the Property shall be shared between the Transferor and the Transferee proportionately according to their respective use of such services and in default of agreement between the Transferor and the Transferee their respective proportions shall be determined by a Chartered Surveyor (acting as expert and not as arbitrator) appointed on the application of either the Transferor and the Transferee to the President for the time being of the Royal Institution of Chartered Surveyors which Chartered Surveyor's fees shall be borne pro rata by the Transferor and the Transferee .

8. Restrictive Covenants

The Transferor with the intent that this covenant shall bind the Transferor and the Transferor's successors in title owners for the time being of the part of the Works which adjoins or neighbours the Property and each and every part thereof and for the benefit of the Property and each and every part thereof hereby covenants with the Transferee not to park or permit or suffer to be parked any vehicles on the Roadway in such a manner as to obstruct or interfere with the right of way thereover hereinbefore granted to the Transferee Provided that nothing in this covenant shall prevent the parking of vehicles in the Parking Area or the temporary parking of vehicles on the Roadway for the purposes of loading or unloading goods at and for the Works.

9. Covenants

The Transferee hereby covenants with the Transferor to observe and perform the covenants referred to in the Charges Registers of LA 699412 and LA 633037 so far as the same are still subsisting and capable of being enforced and to indemnify the Transferor and the estate and effects of the said Trevor Balmforth deceased in respect of any breach non-observance or non-performance thereof.

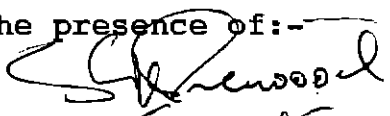
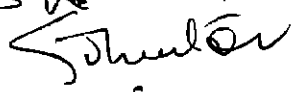
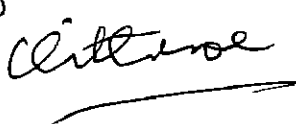
10. Boundary Walls

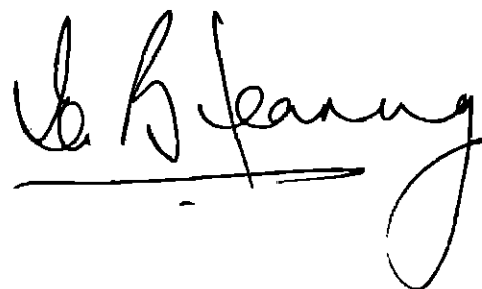
The parties hereto agree that where the boundary walls or other structures separating the Property from the Works are marked with a "T" inward they shall belong to and be part of that property and shall henceforth be repaired and maintained by the owner thereof.

11. Declaration

The Transferee declare that the survivor of them cannot give a valid receipt for capital money arising on a disposition of the land.

SIGNED AS A DEED AND DELIVERED  
by the said IAN BARRY DEARING  
in the presence of:-

)  
)   
)

SIGNED AS A DEED AND DELIVERED )  
by the said HELENA BALMFORTH )  
in the presence of:- )

X H. Balforth +

*[Handwritten signature]*  
Hawthorn Farmhouse  
Rowbuck "

SIGNED AS A DEED AND DELIVERED )  
by the said NEIL JAMES BALMFORTH )  
in the presence of:- )

X Neil James Balforth B X

X Stephen M Cox X  
11 Charles Ave  
Lenton Abbey  
Nottingham NG9 2SH

SIGNED AS A DEED AND DELIVERED )  
by the said JOHN RICHARD )  
STEPHENSON in the presence of:- )

*[Handwritten signature]*

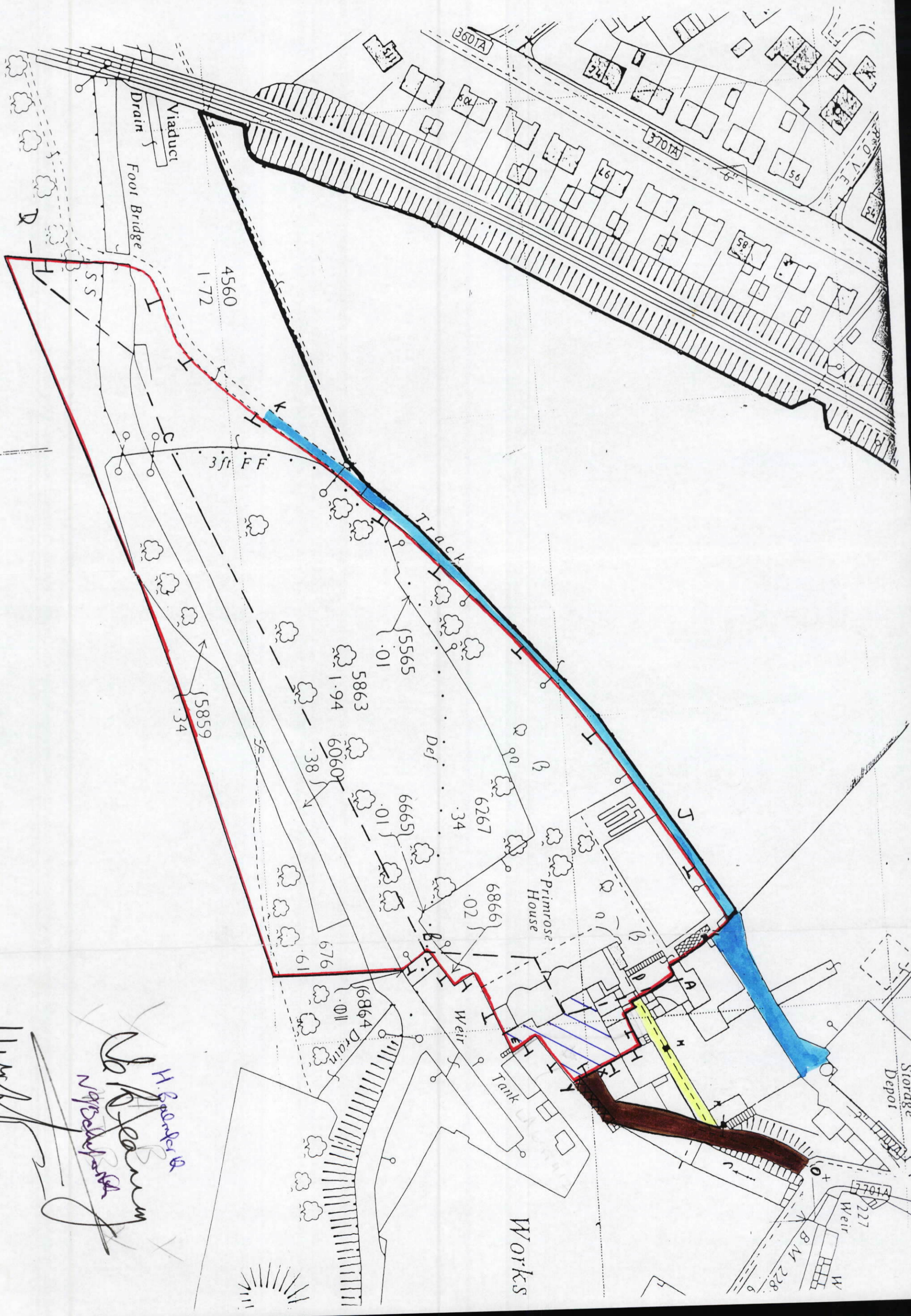
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SIGNED AS A DEED AND DELIVERED )  
by the said MARIA LETIZIA )  
STEPHENSON in the presence of:- )

*[Handwritten signature]*

*[Handwritten signature]*





*H. Gardner & N. S. Gardner*  
*W. S. Gardner*