

20 1993
THIS CONVEYANCE dated the 18th day of July One thousand
nine hundred and ninety-three is made BETWEEN the BRITISH RAILWAYS BOARD ("the
Board") and TOXICOL LABORATORIES LIMITED of Bromyard Road Ledbury
Herefordshire HR8 1LE ("the Buyer")

LAND REVENUE
PRODUCED
30. JUL. 1993
FINANCE ACT 1931

1 In this conveyance:-

1.1 the following ~~expression shall~~ where the context admits
bear the following meanings;

1.1.1 "the Property" means the land Upside the Ledbury
Railway at 136M 20CH in the County of
Herefordshire containing an area of 160 square
yards (134 square metres) or thereabouts and
shown coloured blue on the attached plan

1.1.2 "the Purchase Price" means the sum of Two
thousand five hundred pounds (£2,500) together
with value added tax

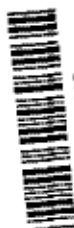
1.1.3 "the Relevant Matters" means:

1.1.3.1 the rights of the relevant electricity
undertakers in their cables and
apparatus at the Property

1.1.3.2 all exceptions reservations covenants
provisions and other matters (if any)
contained or mentioned in the deeds and
documents specified in the Schedule

1.1.3.3 all such public rights of way over the
Property as may exist

1.1.4 "Accommodation Works Obligations" means any
liability of the Board to provide maintain or
renew any fencing or other works upon the
Property for the accommodation of any adjoining
lands arising by reason of the provisions of



HW130912



SEC200

Section 68 of Railways Clauses Consolidation Act 1845 or any other statutory provisions to the same or similar effect or by reason of any agreement or covenant made between the Board or their predecessors in title and the seller(s) of all or part of the Property to them

1.1.5 "the Building" means the building erected by the Buyer on the Property or on some part thereof prior to the date of this Conveyance

1.2 where the Buyer consists of two or more persons obligations and indemnities undertaken by the Buyer shall be with joint and several liability

2 The Board acknowledges receipt from the Buyer of the Purchase Price for the Property

3 The Board as beneficial owners convey their freehold estate in the Property to the Buyer TO HOLD it in fee simple subject as follows

4 [There are not included in this conveyance:

4.1 any mines or minerals under the Property or any right of support from any mines or minerals whatsoever

4.2 any easement or right of light air 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 retained land of the Board (whether intended to be retained or to be sold by them)

4.3 any right of access over any retained land of the Board except as expressly granted by this conveyance

5 There are reserved out of the Property for the benefit of the Board's retained land and works

- 5.1 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 afterwards to be erected on any part of their retained land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the Property and any access of light and air over the retained land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right
- 5.2 the right of support from the Property for the retained land and works of the Board
- 5.3 the right to have maintain repair cleanse use renew alter and remove any drains pipes wires cables and works on over or under the Property now used for the benefit of the retained land of the Board
- 5.4 the right with or without workmen and equipment at all reasonable times to enter upon the Property for the purpose of exercising the right reserved by Clause 5.3 above subject to Clause 5.7 below
- 5.5 the right with or without workmen and equipment at all reasonable times to enter upon the Property for the purpose of inspecting maintaining repairing renewing reinstating altering or removing any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their retained land subject to Clause 5.6 below
- 5.6 the right with or without workmen and equipment to enter on the Property for the purpose of ascertaining performance of the Buyer's obligations under Clause 6 below and (if necessary in the opinion of the Board) carrying out those obligations
- 5.7 the above rights of entry are subject to :-

5.7.1 The Board giving to the Buyer or its successors in title not less than seven days notice in writing (except in case of emergency)

5.7.2 The Board causing as little damage to the Property as is possible

5.7.3 The Board causing as little disturbance to the enjoyment of the Property by the Buyer or its successors in title as is possible and the Board making good all damage occasioned to the Property in their exercise

5.8 the right to instal electric traction equipment on the retained land of the Board notwithstanding that the same may interfere with these or otherwise affect any cables or pipes on or under the Property (but so that if cathodic protection is required for such cables or pipes the Buyer or his successors may report any such proposed scheme to the Chief Civil and Mechanical Engineer of the relevant region of the Board to enable joint interference tests to be carried out if deemed necessary by either party).]

6

[The Buyer:-

6.1 covenants with the Board for the benefit and protection of such part of the retained land of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be the Buyer and the Buyer's successors in title owners for the time being of the Property or any part of it in whosesoever hands it may come

6.1.1 that there shall not at any time on any part of the Property within a distance of 10 metres of the Board's retained land marked green on the attached plan be carried out any works including (but not limited to) the making of excavations and the erection of or addition to any buildings or structures without

- 6.1.1.1 there having previously been submitted detailed plans and sections of the works in triplicate to the Board
- 6.1.1.2 the Board's approval having been obtained and
- 6.1.1.3 compliance with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose

Provided That the provisions of this sub-clause 6.1.1 shall not apply to the Building

6.1.2 to the Board's reasonable satisfaction forthwith to erect on the Property and afterwards maintain (and if necessary renew) fences of a design approved by the Board (such approval not to be unreasonably withheld) between the points marked A-B-C on the attached plan

6.1.3 to comply with the following Engineering Stipulations in relation to the Property:-

6.1.3.1 not to discharge drainage towards the Board's retained land or use soakaways as a means of storm water disposal near to or at the top of the cutting slope

6.1.3.2 not to undertake or permit or suffer to be undertaken any building construction excavation alteration or other works on the Property which would or might result in

6.1.3.2.1 surcharging of the cutting slope

- 6.1.3.2.2 lowering of the ground levels
- 6.1.3.2.3 lowering of the water table
- 6.1.3.2.4 disruption of or cause instability to the Board's embankment or structures on the Board's retained land
- 6.1.3.3 not to position or allow to be positioned any crane jibbed machine scaffolding or other plant to be used on the Property in such a way as to allow any jib skip or scaffolding to oversail the Board's property or fall within 2 metres of the nearest boundary or otherwise result in danger to the Board's retained land or any person lawfully on the retained land
- 6.1.3.4 not to plant any trees or climbing plants on the Property which when grown to a mature height could fall within 3 metres of the Board's railway track or allow any vegetation to encroach onto the Board's retained land
- 6.1.3.5 in exercising the rights under clause 6.1.1 of this Conveyance, not to cause or suffer to be caused any damage to the trees existing on the Boards retained land and to indemnify the Board for any loss damage or liability incurred as a result thereof

- 6.1.3.6 not to store any obnoxious or potentially dangerous substances on the Property without the prior approval in writing of the Board's Engineer
- 6.1.3.7 not to cause or allow to be caused any pollution or contamination of the Board's retained land as a result of activities carried out on the Property
- 6.1.3.8 not to situate any building or other structure other than the Building at such a proximity to the boundary with the Board's adjoining land as would necessitate entry onto the Board's land to enable construction or maintenance of that building or structure
- 6.1.3.9 not to instal or erect any lighting or illuminated advertisement on the Property which would in the opinion of the Board conflict with the Board's operations or signalling
- 6.1.3.10 not to make connection to any pipe, cable, drain or other service conduit used or owned by the Board as appropriate for the benefit of its retained land the Buyer to make its own arrangements for independent services to serve the Property
- 6.1.4 that so long as the Board's adjoining or neighbouring railway or any part thereof shall be an electrified line (provided that electrification shall have taken place not later

than eighty years after the date hereof such being the perpetuity period applicable under this Deed):-

6.1.4.1 not to emit or suffer to be emitted any flammable gas or vapour from the Property into the atmosphere in the vicinity of the Board's retained land in such manner as could lead to spontaneous ignition pollution or contamination

6.1.4.2 not to erect or add to the Building within 2.75 metres of any electrical equipment installed within the boundary of the Board's adjoining land ("the Restricted Areas") within eighty years from the date hereof

6.1.4.3 not to enter permit or suffer any person to enter on the Restricted Areas or operate any tool or machine thereon without the prior approval in writing of the Board (which approval will not be unreasonably withheld) and without compliance with such reasonable conditions as to safety as the Board shall deem it necessary from time to time to impose provided always that this Clause 6.1.4.3 shall not restrict activities inside the Building or any other building which shall have been constructed with the approval of the Board in accordance with Clause 6.1.1 of this conveyance

6.1.5 to pay to the Board the costs properly incurred by the Board in carrying out the Buyer's obligations under Clause 5.6 above

- 6.2 indemnifies the Board against any liability for Accommodation Works Obligations and against all costs claims losses and liability arising out of any breach of obligation under Clause 6.1 above
- 6.3 indemnifies the Board against any liability resulting from the breach or non-observance of the covenants provisions and conditions contained in the deeds and documents mentioned in the Schedules in so far as they affect the Property and are capable of being enforced]
- 7 The Board covenants with the Buyer and the Buyer's successors in title owners for the time being of the property or any part of it:-
- 7.1 That the Board will not unreasonably withhold or delay its approval referred to in clause 6.1.1.2
- 7.2 The Board will remain liable for payment of all rent charges or land taxes reserved out of or charged on the Property in respect of any period prior to the date hereof and will indemnify the Buyer and the Buyer's successors in title in respect of any claims demands costs or expenses arising from non payment of any such rent charges or land taxes
- 8 This Conveyance is subject to and (where applicable) with the benefit of the Relevant Matters
- 9 The carrying on by the Board of their undertaking on their retained land in exercise of their powers and subject to their statutory common law obligations shall not be deemed to be a breach of the covenant for quiet enjoyment implied in this conveyance by reason of the Board being expressed to convey the Property as beneficial owners nor to be in derogation of their grant
- 10 The Board acknowledge the right of the Buyer to the production of the deeds mentioned in the Schedule and to delivery of copies and undertake with the Buyer for their safe custody

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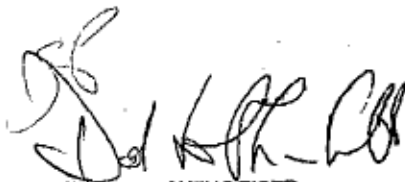
IT IS CERTIFIED that the transaction effected by this conveyance does not form part of a larger transaction or of a series of transactions in respect of which the amount or value of the aggregate amount or value of the consideration exceeds Sixty thousand pounds (£60,000)

IN WITNESS of which this conveyance has been duly executed as a deed as dated above

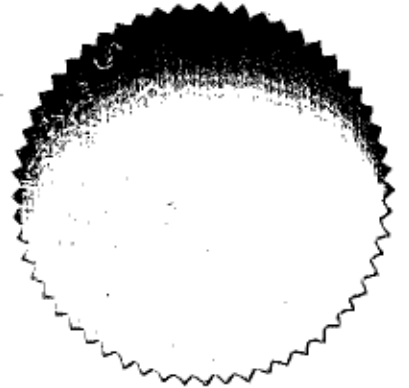
THE SCHEDULE


| <u>Railway</u> | | | |
|------------------|------------------|---------------|---|
| <u>Reference</u> | <u>Date</u> | <u>Nature</u> | <u>Parties</u> |
| 1573 | 21 February 1859 | Conveyance | Mary Ann Sexty (1) The Worcester and Hereford Railway Company (2) |

THE COMMON SEAL of the
BRITISH RAILWAYS BOARD
was hereunto affixed in
the presence of:

)
)
)
)


A PERSON AUTHORISED
BY THE BOARD TO ACT
INSTEAD OF THE SECRETARY
85790

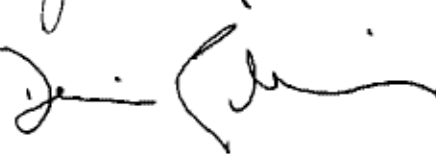


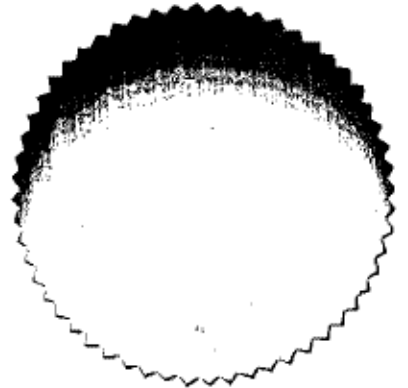

THE COMMON SEAL of
TOXICOL LABORATORIES LIMITED
was hereunto affixed in
the presence of:

Director




Secretary
Director



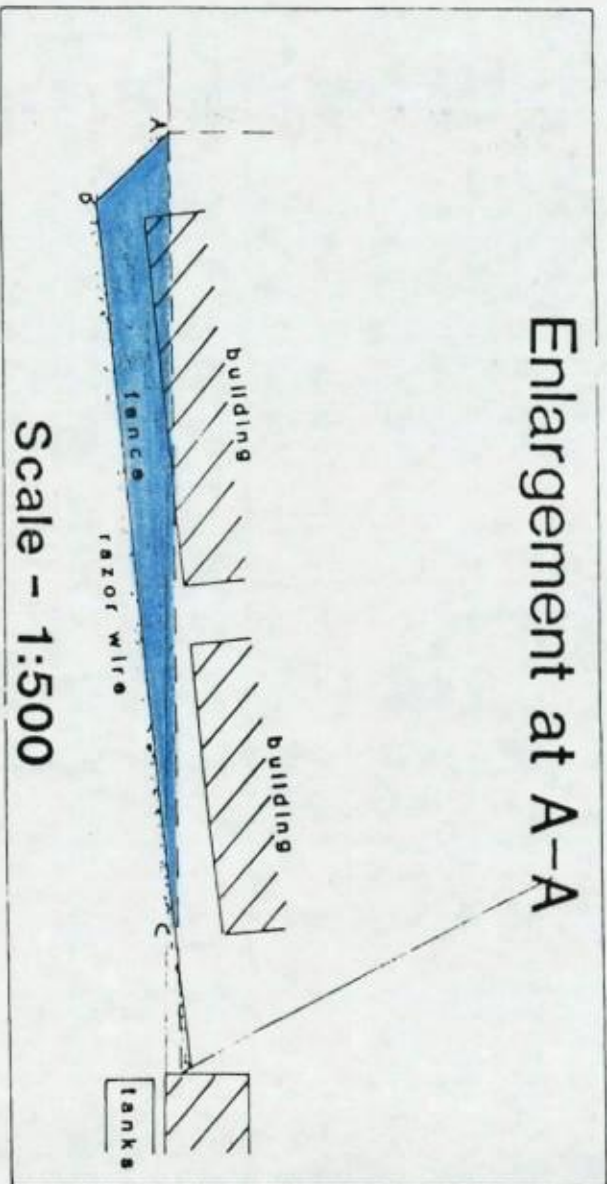


RR FILE
HW 130912

H.M. LAND REGISTRY
FREEHOLD TITLE REGISTERED
TITLE NUMBER HW130912



Enlargement at A-A



AREA COLOURED BLUE
134m² (160sq.yds.)

ETL

GP 1385

3174
2667a
500

Ordnance Survey
of the
Stationery
Right Reserved.

New Mills Farm

Plan No 49651

LEDBURY

Scale : 1/1250

BRITISH RAILWAYS BOARD'S BOUNDARY
SHOWN VERGED GREEN

H M LAND REGISTRY
H137

Title No.
COPY (liable to distortion in scale)
of plan to
dated

6/80

7287
5117ha
1264

The Chalet

EI Sub S...

EI S4

Laboratories

Pump Station

Sinks

Tank

0.81m
RH

SP

GP 1385

AP 13825

A

Smithy

Express
House

Garage

BH 8824m

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