The electronic official copy of the register follows this message.

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Official copy of register of title

Title number TY62828 | Edition date 19.07.2021

- This official copy shows the entries on the register of title on 17 MAY 2022 at 10:10:22.
- 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 17 May 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Durham Office.

A: Property Register

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

TYNE AND WEAR : SOUTH TYNESIDE

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land at Hebburn Works, Hebburn.

2 The mines and minerals are excepted.

3 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 28 May 1982 made between (1) Northern Engineering Industries Limited and (2) The Council of the Borough of South Tyneside.

NOTE: Original filed under TY107124.

4 The land has the benefit of the following rights reserved by a Transfer of other land dated 1 August 1986 made between (1) Northern Engineering Industries PLC (Transferor) and (2) Bellway (Builders) Limited (Transferee):-

"EXCEPTING AND RESERVING unto the Transferor and its successors in title for the benefit of the Transferors adjoining land shown edged blue and shaded blue on Plan B annexed hereto and each and every part thereof (hereinafter called "the Retained Land") the rights referred to in the Second Schedule hereto

THE SECOND SCHEDULE

1. The Transferor reserves for the benefit of the Retained Land and every part or parts thereof:-

(a) the free and uninterrupted passage of all mains and other services supplies water and soil from and to the Retained Land and any buildings now or hereafter erected thereon through the connecting pipes wires drains water courses which are now or may be in a period of eighty years from the date hereof in or over or under the Property with all proper and necessary easements rights and privileges for the repairing maintaining or reinstating the same subject to the person exercising such rights causing no unnecessary damage and forthwith making good any damage thereby caused and subject also to the Transferees right (which is hereby expressly granted)to have any such mains or other services redirected from their existing positions at the Transferees own expense and as soon as practicable after the giving of not less than one months notice to this effect to the Transferor by the Transferee the works

A: Property Register continued

required to effect the said redirection being carried out so as to maintain continuity of the services concerned and generally in consultation with and in all respects to the reasonable satisfaction of the Transferor.

(b) The right of support and protection for the buildings thereon or as may hereafter be erected bordering the Property by all parts of the land comprising the Property (but not from any buildings which may be erected thereon) so far as the same are now supported or protected by the Property Together with the right and liberty for the Transferor at all times upon giving reasonable Notice (save in emergency) to enter onto and upon the Property for the purposes of maintaining altering or repairing the said buildings or such other buildings as may hereafter be erected thereon subject to the person exercising such rights causing no unnecessary damage and forthwith making good any damage thereby caused

(c) All easements quasi easements liberties privileges rights and advantages as the Retained Land now enjoys over or in relation to the Property

(2) THE Transferee shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of the Retained Land for building or other purposes and it is declared that the access and user of the light and air to and from the Property and to or for any erections or buildings from time to time erected and standing thereon from and over the Retained Land is enjoyed under the express consent of the Transferor and the Transferor and its successors in title owners or occupiers of the Retained Land may from time to time and at any time interfere with or destroy the access of light and air to the Property and the said erection or buildings by erecting new buildings or altering existing buildings on the Retained Land without any formal revocation of such consent

(3) NOTWITHSTANDING anything contained herein the Transferor may deal with the Retained Land free from all restrictions and may sell or demise the Retained Land in such parcels and upon such terms and conditions and subject to or free from any restrictions as it may think fit and the Transferee shall not be released from any of the conditions or stipulations herein contained nor shall the right of the Transferor to enforce such conditions and stipulations be affected by reason that any part of the Retained Land shall have been sold or demised without similar restrictions to those herein contained or that such other property is being used in a manner or for purposes inconsistent with the restrictions herein contained

NOTE 1: The land tinted pink, edged and numbered 1, 4 and 6 in blue on the title plan comprises part of the retained land referred to.

NOTE 2: Copy Transfer filed under TY179721.

5 The land has the benefit of the following rights reserved by a Transfer of other land adjoining the easstern boundary of the land tinted blue on the title plan dated 19 May 1987 made between (1) Northern Engineering Industries PLC (Transferor) and (2) Churchfield Credit Company Limited (Transferee):-

"The Transferor hereby reserves for itself and its successors in title the free and uninterrupted passage of electricity through the cables which are now under the property hereby transferred TOGETHER WITH all easements rights and privileges proper for repairing maintaining or re-instating same but so that the Transferor and its successors in title shall be responsible for the cost of exercising such rights and making good with all possible speed any damage so caused by the exercise of such rights as aforesaid."

6 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 24 October 1988 made between (1) Northern Engineering Industries PLC and (2) Barratt Newcastle Limited.

NOTE: Copy filed under TY215266.

A: Property Register continued

7 The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 18 April 2000 made between (1) Va Tech Properties (UK) Limited and (2) Trench (UK) Limited.

NOTE: Original filed under TY364146.

8 The land has the benefit of the rights reserved by but is subject to the rights granted by the Transfer dated 21 September 2004 referred to in the Charges Register.

9 (06.06.2014) The land has the benefit of but is subject to the rights granted by the Deed dated 19 May 2014 referred to in the Charges Register.

10 (16.12.2016) By the Deed dated 12 December 2016 referred to in the Charges Register the rights granted by the Deed of Easement dated 19 May 2014 as referred to above were released as therein mentioned.

NOTE:-Copy filed.

11 (07.12.2017) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

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

Title absolute

1 (27.03.2009) PROPRIETOR: SIEMENS PLC (Co. Regn. No. 727817) of Faraday House, Sir William Siemens Square, Frimley, Camberley GU16 8QD.

2 (14.10.2004) RESTRICTION: No disposition of the part of the registered estate affecting the land tinted pink on the title plan and tinted yellow on the title plan by the proprietor of the registered estate is to be registered without a certificate signed by the secretary or conveyancer to the proprietor confirming that the provisions of clause 13.6.3 of the Transfer dated 21 September 2004 referred to in the Charges Register have been complied with.

C: Charges Register

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

1 A Conveyance of the land tinted blue on the title plan and other land dated 21 August 1924 made between (1) John Campbell Carr-Ellison (Vendor) (2) Peter William Purves and Herbert George Carr Carr-Ellison and (3) A Reyrolle & Company Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

2 A Conveyance of the land edged and numbered 1, 4 and 5 in blue on the title plan and other land dated 13 September 1929 made between (1) John Campbell Carr-Ellison (Vendor) (2) Peter William Purves and Herbert George Carr Carr-Ellison and (3) A Reyrolle and Company Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 The land edged and numbered 1, 4 and 5 in blue on the title plan is subject to the following rights reserved by the Conveyance dated 13 September 1929 referred to above:-

"And also reserving to the Vendor and his sequels in estate full right and liberty at any time hereafter to make a connection with the outfall sewer laid in the road marked South Drive on the said plan and also with any other sewer or drain laid by the Company in or to serve the piece of land hereinbefore conveyed and to lay maintain use and remove

C: Charges Register continued

in or under the said piece of land a drain or sewer leading from Whinny Lane aforesaid to South Drive aforesaid in such a position as may be previously approved by the Company Provided that the Vendor or his sequels in estate shall forthwith make good to the reasonable satisfaction of the Company all damage to the surface of the said land caused by operations in connection with the said drain or sewer and shall indemnify the Company its successors and assigns from and against all costs proceedings claims and demands in relation thereto And also reserving unto the Vendor and his sequels in estate full right and liberty at any time hereafter to erect or build upon the land adjoining or near to the piece of land hereinbefore conveyed any houses buildings or other erections of any height and in any situation whatsoever and that too notwithstanding that the same may affect or diminish the light or air which may now or hereafter be enjoyed by the occupier for the time being of the said piece of land or any part thereof."

4 A Conveyance of the land edged and numbered 6 in blue on the title plan and other land dated 31 May 1946 made between (1) John Campbell Carr-Ellison (Vendor) (2) The Right Honourable Robert Arthur Baron Ravensworth and John Francis Houston-Boswall and (3) A Reyrolle and Company Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

5 The Conveyance dated 31 May 1946 referred to above contains the following agreement:-

"IT is hereby agreed as follows:-

(a) In the event of the Company at any time hereafter constructing upon the piece of land hereinbefore conveyed any railway siding in such a position as may make it reasonably practicable to do so it shall grant to the Vendor upon such terms as may be agreed upon or settled by arbitration as hereinafter mentioned all reasonable facilities for constructing maintaining and using a communication to such siding from the adjoining land of the Vendor.

(b) In the event of the Company at any time hereafter laying in the said land hereinbefore conveyed any sewer or drain to serve the same in such a position as may make it reasonably practicable to do so it shall grant to the Vendor upon such terms as may be agreed upon or settled by arbitration as hereinafter mentioned all reasonable facilities for constructing maintaining and using a communication to such sewer or drain from the adjoining land of the Vendor.

(c) In case of any dispute as to the practicability of any proposed communication as aforesaid or as to the terms on which it shall be granted the same shall be referred to arbitration under the Arbitration Acts 1889 to 1934 or any modification thereof for the time being in force."

6 A Transfer of other land dated 21 September 2004 made between (1) VA Tech Properties (UK) Limited and (2) Persimmon Homes Limited contains a restrictive covenant by the Transferor affecting the land tinted yellow on the title plan.

NOTE: Copy filed under TY422738.

7 The land edged and numbered 3 in blue on the title plan is subject to such restrictive covenants as may have been imposed thereon before 1 September 1978 and are still subsisting and capable of being enforced.

8 The land edged and numbered 2 in blue on the title plan is subject to such restrictive covenants as may have been imposed thereon before 6 November 1998 and are still subsisting and capable of being enforced.

9 (06.06.2014) A Deed dated 19 May 2014 made between (1) Siemens PLC and (2) Persimmon Homes Limited contains restrictive covenants by the Grantor.

NOTE:-Copy filed.

10 (16.12.2016) By a Deed dated 12 December 2016 made between (1) Persimmon Homes Limited and (2) Siemens Plc the covenants contained in the Deed of Easement dated 19 May 2014 referred to above were released

C: Charges Register continued

as therein mentioned.

NOTE:-Copy filed.

11 (28.02.2017) UNILATERAL NOTICE affecting the land edged blue and numbered 1 to 6 in blue on the title plan in respect of a contract for sale dated 17 February 2017 made between (1) Siemens Plc and (2) Miller Homes Limited.

12 (28.02.2017) BENEFICIARY: Miller Homes Limited (Co.Regn.No. 255429) of Miller Homes, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH..

13 (14.11.2018) The land is subject to any rights that are granted by a Deed of Grant dated 4 May 1964 made between (1) A. Reyrolle & Company Limited and (2) The North Eastern Electricity Board and affect the registered land.

NOTE: Copy filed.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 21 August 1924 referred to in the Charges Register:-

The Company for themselves their successors and assigns hereby covenant with the Vendor his heirs and assigns that the Company their successors and assigns will at all times hereafter perform and observe the conditions and stipulations specified in the First Schedule hereto

THE FIRST SCHEDULE before referred to

1. The Company will repay to the Vendor on demand any sums paid by him to the agricultural tenant or tenants of the hereditaments hereby conveyed in discharge of such tenants claims for tenant right and compensation to which he or they may be entitled by reason or in consequence of the determination of his or their tenancy or tenancies

2. Well and sufficiently to fence off the hereditaments hereby conveyed (in so far as the same or any part thereof is not already well and sufficiently fenced off) from the adjoining lands of the Vendor to the reasonable satisfaction of the Vendor Provided always that the Company shall not be bound to fence off such parts of the said hereditaments as consist of allotments until the Company shall have obtained actual possession thereof

3. To pay a fair proportion of the expense of forming making paving flagging kerbing channelling laying renewing repairing and cleansing all ways streets roads pavements footpaths channels sewers cesspools drains pipes and watercourses adjoining the said hereditaments and any easements over or in respect of any land (not being the said hereditaments hereby conveyed) which are respectively used for to be used by the occupiers of the said hereditaments or any part thereof either alone or in common with the occupiers of any adjoining or other property belonging to the Vendor such proportion being based upon the frontage of the said hereditaments to the roads upon which they abut to be ascertained by the Agent of the Vendor whose decision shall be final and conclusive Provided Always that the Company may on giving three months notice in writing to the Vendor at their own expense form make pave flag kerb and channel such roads and in that event the Vendor will so soon as any land belonging to him abutting upon any of the said roads shall be sold or leased pay or cause to be paid to the Company a proportionate part of the cost thereof based upon the frontage of the said land to the road upon which it abuts

4. Not to use or permit to be used the hereditaments hereby conveyed or any part thereof or any building erection or structure for the time being thereon as or for an inn tavern beer house public house beer shop spirit shop or fried fish shop or for the sale manufacture disposal or consumption of ale wine beer spirits or any intoxicating liquors (other than the sale disposal or consumption of intoxicating liquors in or upon any club hostel institute or canteen to persons in the bona fide employ of the Company their successors or assigns or of their lessees

Schedule of restrictive covenants continued

or tenants) or as a glueworks tanyard or fish curing establishment or for any noxious offensive or dangerous manufacture trade or business or for the purpose of a bill posting station or any shop Provided that the restriction as to the user of the said hereditaments for shops shall not apply to that part of the same fronting the Shields Road lying between the points D and E on the said plan for a depth of not exceeding one hundred feet

NOTE: The points D and E do not affect the land in this title.

2 The following are details of the covenants contained in the Conveyance dated 13 September 1929 referred to in the Charges Register:-

"The Company hereby covenants with the Vendor that the Company its successors or assigns will pay to the Vendor on demand any sums paid by him to the agricultural tenant or tenants of the piece of land hereinbefore conveyed in discharge of the claims of such tenant or tenants for tenant right and compensation to which he or they may be entitled by reason or in consequence of the determination of his or their tenancy or tenancies and further that the Company its successors and assigns will not use or permit to be used the piece of land hereinbefore conveyed or any part thereof or any building erection or structure for the time being thereon as or for an inn tavern beer house public house beer shop spirit shop or fried fish shop or for the sale manufacture disposal or consumption of ale wine beer spirits or any intoxicating liquors (other than the sale disposal or consumption of intoxicating liquors in or upon any club hostel institute or canteen to persons in the bona fide employ of the Company its successors and assigns or of their respective lessees or tenants) or as a blue works tanyard or fish curing establishment or for the purpose of a bill posting station or as a soap factory and will not use or permit to be used such part of the said land as fronts on Whinny Lane to a depth of one hundred feet from the same as or for a shop or shops Provided that nothing herein contained shall prevent the land at the corner of Whinny Lane and Shields Road from being used to a depth of one hundred feet from Shields Road for a shop or shops fronting on to Shields Road."

3 The following are details of the covenants contained in the Conveyance dated 31 May 1946 referred to in the Charges Register:-

"The Company hereby covenants with the Vendor that the Company its successors and assigns will not without the consent in writing of the Vendor or the persons deriving title under him use or permit to be used the piece of land hereinbefore conveyed or any part thereof or any building erection or structure for the time being thereon as or for an inn tavern beerhouse public house beer shop spirit shop or fried fish shop or for the sale manufacture disposal or consumption of ale wine beer spirits or any intoxicating liquors (other than the sale disposal or consumption of intoxicating liquors in or upon any club hostel institute canteen or community centre established primarily for the benefit of employees of the Company or its associated companies or of their lessees or tenants) or as glue works tanyard or fish curing establishment or for the purpose of a bill posting station or as a soap factory."

End of register