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# Official copy of register of title

Title number CE189675

Edition date 15.11.2016

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- Issued on 05 Apr 2018.
- 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.

REDCAR AND CLEVELAND

- 1 (06.01.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Wilton.  
  
*NOTE:* The land tinted green on the title plan is not included in the title.
- 2 (06.01.1999) The parts of the Wilton Site affected thereby have the benefit of the rights reserved by the Conveyance dated 6 February 1967 referred to in the Charges Register.
- 3 (06.01.1999) The land has the benefit for a term of 99 years from 27 October 1970 of the rights in connection with a pipestrip at Seal Sands, lying to the North of the land in this title granted by a Deed dated 27 October 1970 made between (1) Monsanto Textiles Limited and (2) Imperial Chemical Industries Limited.  
  
*NOTE:* No copy of this Deed is held by the Land Registry.
- 4 (06.01.1999) The land has the benefit of rights to keep use and maintain a pipe tunnel under the River Tees known as the No. 2 Link granted by a Deed of Grant dated 10 June 1975 made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners and (3) Imperial Chemical Industries Limited. The Deed also grants ancillary rights of entry upon the foreshore and bed of the river.  
  
*NOTE:* Copy filed under CE147638.
- 5 (06.01.1999) The land has the benefit of rights in connection with lines of pipes cables and ducts crossing Seal Sands Road to the North of the North Tees Works as granted by a Deed of Grant dated 10 November 1975 made between (1) Tees and Hartlepool Port Authority and (2) Imperial Chemical Industries Limited.  
  
*NOTE:* Copy filed under CE147638.
- 6 (06.01.1999) The land has the benefit of the following rights reserved by a sale-off Conveyance of land now forming part of the Western side of Greystone Road, Wilton dated 17 February 1977 made between (1) Imperial Chemical Industries Limited (Vendor) and (2) The County Council of Cleveland (Council):-

## A: Property Register continued

"EXCEPT AND RESERVING unto the Vendor its successors in title lessees and licensees

Full and exclusive right and liberty from time to time and at all times hereafter for the Vendor to construct or lay down maintain repair remove replace renew and uphold pipes mains wires cables drains sewers and other services of such capacity and kind as the Vendor may determine and as the Vendor may require in connection with its undertaking through under or upon the land hereby conveyed TOGETHER WITH full right and liberty for all purposes connected with its retained lands and undertaking at all times hereafter to convey and pass through such pipes mains wires cables drains sewers and other services such liquid gases and other substances (including compressed air and electricity) as the Vendor may from time to time require in connection with its undertaking

The right to lay through such tunnels or boreholes and to maintain repair remove replace and renew such pipes wires mains cables drains sewers and other services of such capacity and kind as the Vendor may determine AND TOGETHER WITH full right and liberty to convey and pass through such pipes mains wires cables drains sewers and other services such materials liquids gases and other substances (including compressed air and electricity) the Vendor may from time to time require in connection with its undertaking AND provided further that in the event of damage being occasioned to the said parcels of land or things thereon by any such workings undertaken by or on behalf of the Vendor pursuant to the foregoing exceptions and reservations to pay compensation to the Council for any loss or damage thereto the amount of such compensation in the case of dispute to be settled by reference to a single Arbitrator to be appointed by the parties or failing agreement to be nominated by the President for the time being of the Institution of Civil Engineers"

- 7 (06.01.1999) The Conveyance dated 17 February 1977 referred to above contains the following provision:-

"IT IS HEREBY AGREED between the parties as follows:-

(1) That the vendor shall have the right to construct a full size full length culvert to carry traffic through the underpass shown approximately by a green line on the said plan in the event of the Vendor's future development of their retained land to the West of the highway referred to as Greystones Road Lackenby aforesaid and it is further agreed that any wayleaves which are required to be granted by the Council will be at a nominal charge

(2) That the fencing shown A-B..... and C-D on the said plan will after erection be maintained by the Vendor and its successors in title and that the fencing shown B-C on the said plan will after erection be maintained by the Council and its successors in title"

NOTE: The green line referred to is shown by a blue broken line between points A and B on the title plan. The points A, B, C and D referred to do not affect the land in this title.

- 8 (06.01.1999) The land has the benefit for a term of 35 years from 21 September 1981 of rights in connection with the Salholme Pipeline Corridor where the same intersects the Seaton Carew Road to the South of its junction with the Seal Sands Link Road granted by a Deed dated 21 September 1981 made between (1) Tees and Hartlepool Port Authority (2) The County Council of Cleveland and (3) Imperial Chemical Industries Limited.

*NOTE: Copy filed under CE147638.*

- 9 (06.01.1999) The land has the benefit of the rights contained in a Deed dated 19 April 1993 made between (1) The British Railways Board (2) ICI Chemicals & Polymers Limited and (3) Imperial Chemical Industries PLC., in so far as the same are still subsisting and capable of being exercised.

NOTE 1: The term of years granted by the Lease dated 13 March 1951 has expired.

## A: Property Register continued

NOTE 2: No copy of the plan to the Memorandum of Agreement dated 10 May 1950 was supplied on first registration.

NOTE 3: Copies of the Deed dated 19 April 1993, and of the Memorandum of Agreement dated 10 May 1950, the Agreement dated 25 August 1978 and the Agreement dated 12 July 1978 referred to therein filed under CE147638.

- 10 (06.01.1999) The parts of the Wilton Site affected thereby have the benefit of the rights reserved by but are subject to the rights granted by the Transfer dated 1 July 1993 referred to in the Charges Register, as varied by a Deed of Variation dated 6 July 1994 made between (1) ICI Chemicals & Polymers Limited and (2) Du Pont (UK) Limited.

NOTE: Copy Deed of Variation filed under CE147638.

- 11 (06.01.1999) The parts of the land affected thereby have the benefit of the rights reserved by but are subject to the rights granted by a Transfer of the Propathene 5 Plant and Flare Stack Area, Wilton dated 1 March 1994 made between (1) ICI Chemicals & Polymers Limited and (2) BASF PLC.

NOTE: Copy filed under CE128615.

- 12 (06.01.1999) The parts of the land affected thereby have the benefit of the rights reserved by but are subject to the rights granted by a Transfer of the South Tees Pressure Reduction Station, Wilton dated 26 August 1994 made between (1) ICI Chemicals & Polymers Limited and (2) British Gas PLC.

NOTE: Copy filed under CE140874.

- 13 (06.01.1999) So much of the land in this title as forms the Wilton and Dabholme Gut sites has the benefit of the rights reserved by but is subject to the rights granted by the Transfer of the T7, T8, CP and Melinar Plants and the Melinar Warehouse dated 31 December 1997 referred to in the Charges Register.

- 14 (06.01.1999) The land has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance of the land in this title and other land dated 31 December 1998 made between (1) ICI Chemicals & Polymers Limited (2) Imperial Chemical Industries PLC and (3) Enron Teesside Operations Limited.

NOTE 1: The estate right and interest in the Billingham/Wilton Facilities referred to in Clause 7.3 of the Conveyance are excluded from this registration.

NOTE 2: The 'Billingham/Wilton Facilities' are defined in the Deeds referred to as "Facilities laid in land at and between Wilton and Billingham both in the County of Cleveland..... BUT EXCLUDING..... the Vendor's Wilton/Grangemouth Ethylene Pipeline". 'Facilities' are described in the said Deeds as meaning "pipelines mains cables and other like conducting media and all apparatus ancillary thereto.

NOTE 3: No copy of the Waste Management Licence referred to was supplied on first registration.

NOTE 4: Copy filed under CE147638.

- 15 (06.01.1999) The land has the benefit of the rights in respect of pipelines cables ducts and other conducting media and infrastructure over the lands detailed in the second column below granted by 9 Deeds of Grant (as listed in the first column below) all dated 31 December 1998 made between (1) ICI Chemicals & Polymers Limited (Grantor) and (2) Enron Teesside Operations Limited, insofar as the Grantor has the power to grant the same.

The Deeds contain provisions relating to the ownership of the Infrastructure and/or Apparatus as therein defined.

Property Document

Land affected

## A: Property Register continued

17	Hydrocarbons Business, Wilton
18	Chlor-Chemicals Business, Wilton
19	Surfactants Business, Wilton
20	Polyurethanes Business, Wilton
21	Wilton Centre, Wilton
21A	land at Bran Sands
22	land at the Billingham Site
22A	Plastics Business, Wilton
22B	Ethylene Oxide Business, Wilton
23	Teesport and North Tees Corridors

*NOTE: Copies filed under CE147638*

- 16 (18.01.2000) The land has the benefit of the rights in respect of apparatus and infrastructure for a potable water supply laid in land to the South of the A174, Wilton site granted by a Deed of Grant dated 16 December 1999 made between (1) ICI Chemicals & Polymers Limited and (2) Enron Teesside Operations Limited insofar as the Grantor has the power to grant the same.

The Deed contains provisions relating to the ownership of the Apparatus and Infrastructure as therein defined.

*NOTE: Copy filed under CE147638.*

- 17 (05.04.2007) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered CE194432 in green on the title plan dated 8 March 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) Ensus UK Limited.

*NOTE: Copy filed under CE194432.*

- 18 (28.06.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the north of the land in this title dated 5 April 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) UK Wood Recycling Limited.

*NOTE: Copy filed under CE194645.*

- 19 (03.09.2008) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered CE201620 in green on the title plan dated 1 August 2008 made between (1) Sembcorp Utilities (UK) Limited and (2) Wilton Waste Treatment Limited.

*NOTE: Copy filed under CE201620.*

- 20 (14.05.2013) A Deed dated 25 March 2013 made between (1) Network Rail Infrastructure Limited and (2) Sembcorp Utilities (UK) Limited is expressed to grant rights of construction and maintenance of works in respect of drainage and rights of entry for a term of years from and including 1 January 2013 to and including 31 December 2062.

NOTE 1: The rights expressed to be granted are included in the registration only so far as the grantor was entitled to grant them. The evidence produced on registration did not show whether the grantor owned the servient land, or had sufficient rights over it to make the grant.

*NOTE 2:-Copy filed under CE216625.*

- 21 (14.05.2013) A Deed dated 25 March 2013 made between (1) Network Rail Infrastructure Limited and (2) Sembcorp Utilities (UK) Limited is expressed to grant rights of construction and maintenance of works in respect of gas and electricity supply services and rights of entry for a term of years from and including 1 January 2011 to and including 31 December 2019.

NOTE 1: The rights expressed to be granted are included in the registration only so far as the grantor was entitled to grant them. The evidence produced on registration did not show whether the grantor owned the servient land, or had sufficient rights over it to make the grant.

## A: Property Register continued

*NOTE 2:-Copy filed under CE216631.*

- 22 (14.05.2013) A Deed dated 25 March 2013 made between (1) Network Rail Infrastructure Limited and (2) Sembcorp Utilities (UK) Limited is expressed to grant rights of construction and maintenance of works in respect of steel gantries, supporting pipes and cables and rights of entry for a term of years from and including 1 January 2009 to and including 31 December 2019.

NOTE 1: The rights expressed to be granted are included in the registration only so far as the grantor was entitled to grant them. The evidence produced on registration did not show whether the grantor owned the servient land, or had sufficient rights over it to make the grant.

*NOTE 2:-Copy filed under CE216637.*

- 23 (14.05.2013) A Deed dated 25 March 2013 made between (1) Network Rail Infrastructure Limited and (2) Sembcorp Utilities (UK) Limited is expressed to grant rights of construction and maintenance of works in respect of drainage, passage of telecommunications signals or messages and rights of entry for a term of years from and including 1 January 2011 to and including 31 December 2019.

NOTE 1: The rights expressed to be granted are included in the registration only so far as the grantor was entitled to grant them. The evidence produced on registration did not show whether the grantor owned the servient land, or had sufficient rights over it to make the grant.

*NOTE 2:-Copy filed under CE216640.*

- 24 (14.05.2013) A Deed dated 25 March 2013 made between (1) Network Rail Infrastructure Limited and (2) Sembcorp Utilities (UK) Limited is expressed to grant rights of construction and maintenance of works in respect of transmission of services and utilities and rights of entry for a term of years from and including 1 January 2011 to and including 31 December 2019.

NOTE 1: The rights expressed to be granted are included in the registration only so far as the grantor was entitled to grant them. The evidence produced on registration did not show whether the grantor owned the servient land, or had sufficient rights over it to make the grant.

*NOTE 2:-Copy filed under CE216641.*

- 25 (09.08.2013) The land in this title and other land has the benefit of the rights reserved by a Transfer of land at Wilton, Redcar dated 12 April 2013 made between (1) Sembcorp Utilities (UK) Limited and (2) Onsite North East General Partner Limited and Onsite North East Nominees Limited.

NOTE:-Copy filed under CE216413

- 26 (14.09.2015) The land has the benefit of any legal easements granted by a Deed dated 7 August 2015 made between (1) Growhow UK Limited and (2) Sembcorp Utilities (UK) Limited.

*NOTE: Copy filed under CE29324.*

- 27 (14.09.2015) The land has the benefit of any legal easements granted by a Deed dated 10 August 2015 made between (1) Network Rail Infrastructure Limited and (2) Sembcorp Utilities (UK) Limited.

*NOTE: Copy filed under CE29324.*

- 28 (14.09.2015) The land has the benefit of any legal easements granted by a Deed dated 7 August 2015 made between (1) PD Teesport Limited and (2) Sembcorp Utilities (UK) Limited.

*NOTE: Copy filed under CE29324.*

## A: Property Register continued

29 (14.09.2015) The land has the benefit of any legal easements granted by a Deed dated 7 August 2015 made between (1) Sabic UK Petrochemicals Limited and (2) Sembcorp Utilities (UK) Limited.

*NOTE: Copy filed under CE29324.*

30 (14.09.2015) The land has the benefit of any legal easements granted by a Deed dated 7 August 2015 made between (1) Vopak Terminal Teesside Limited and (2) Sembcorp Utilities (UK) Limited.

*NOTE: Copy filed under CE29324.*

31 (26.04.2016) By a Deed dated 31 March 2014 made between (1) Sembcorp Utilities (UK) Limited and (2) UK Wood Recycling Limited the Transfer dated 5 April 2007 referred to above was varied as therein mentioned.

*NOTE:- Copy Deed filed under CE188490.*

## 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 (28.04.2003) PROPRIETOR: SEMBCORP UTILITIES (UK) LIMITED (Co. Regn. No. 4636301) of SCU (UK) Headquarters, Wilton International, Middlesbrough TS90 8WS.

2 (28.04.2003) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

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

1 (06.01.1999) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

2 (06.01.1999) The Access Roads included in the title are subject to rights of way.

3 (06.01.1999) The land forming part of the Wilton Site shown edged yellow on the title plan is subject to the following rights reserved by a Conveyance thereof with other land dated 28 March 1946 made between (1) John George Lowther (Vendor) and (2) Imperial Chemical Industries Limited:-

"Subject to and reserving to the Vendor rights of drainage through and under the same as now enjoyed in respect of that part of the Wilton Estate as lies to the South of the Eston-Kirkleatham Road"

4 (06.01.1999) Such part of the land at the North of the Wilton site as is affected thereby being part of the land lying to the West of the Lord McGowan Bridge is subject to the rights granted by a Deed of Grant dated 10 February 1950 made between (1) Imperial Chemical Industries Limited and (2) Redcar Corporation.

*NOTE: Copy filed under CE147638.*

5 (06.01.1999) Such part of the land at the North of the Wilton Site as adjoins the Lord McGowan Bridge is subject to the rights granted by a Deed of Grant dated 30 September 1955 made between (1) Imperial Chemicals Limited and (2) North Riding County Council.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE147638.*

## C: Charges Register continued

6 (06.01.1999) The parts of the Wilton Site affected thereby are subject to the following rights granted by a Deed of Grant dated 13 October 1960 made between (1) Imperial Chemical Industries Limited (Grantors) and (2) Central Electricity Generating Board (Board):-

"The Grantors as Beneficial Owners HEREBY GRANT unto the Board FULL RIGHT AND LIBERTY for the Board to erect use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto (together hereinafter referred to as "the electric lines") on and over the property situate in the Parish of Wilton in the County of York which said property is shown on the plan annexed hereto and thereon coloured pink and as incidental to the rights and liberties hereinbefore described FULL RIGHT AND LIBERTY for the Board subject to the prior written approval of the Grantors such approval not to be unreasonably withheld at their own expense and in a proper and woodmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the said property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the electric lines and also FULL RIGHT AND LIBERTY for the Board and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said property for all or any of the purposes aforesaid by such route across the said property or the Grantor's adjoining property and subject to such conditions as shall from time to time by the Grantors be prescribed such prescribed route to be reasonably practicable TO HOLD the rights and liberties hereby granted.....unto the Board in fee simple

THE SCHEDULE before referred to

SIX twin conductors for transmitting electricity by three phase current at a frequency of Fifty cycles per second and at a pressure of not exceeding 380,000 volts together with one earth wire and four towers for supporting the same and the equipment required by the Board in connection therewith the said conductors and towers to be erected in the position indicated by a red line and red circles respectively on the said plan attached hereto

NOTE: The land coloured pink referred to is tinted yellow on Part 1 of the filed plan insofar as it affects the land in this title. The red lines and red circles are, insofar as they affect the land in this title, indicated by "ETL" and "Tower" respectively within the said land

By a Deed dated 16 September 1993 made between (1) ICI Chemicals & Polymers Limited (the Grantors) and (2) The National Grid Company PLC (the Company) the rights granted by the Deed dated 13 October 1960 referred to above (The Principal Deed) were expressed to be varied in the following terms:-

"The Grantors and the Company hereby agree that the Principal Deed shall so far as concerns the Grantor's Property be read and construed as if:-

(i) the words "Thirty feet when the same is at a temperature of One hundred and twenty two degrees Fahrenheit" in Clause 3(f) of the Principal Deed shall from the date hereof be deemed to have been deleted and the words "Seven point six metres when the same is at a temperature of Sixty five degrees centigrade" shall be deemed to have been substituted therefor

(ii) the words "Twenty feet" in Clause 4(a) of the Principal Deed shall from the date hereof be deemed to have been deleted and the words "Five point three metres" shall be deemed to have been substituted therefor

(iii) the words "Twenty five feet at a temperature of One hundred and twenty two degrees Fahrenheit" in Clause 4(b) of the Principal Deed shall from the date hereof be deemed to have been deleted and the words "Seven point six metres at a temperature of Sixty five degrees centigrade" shall be deemed to have been substituted therefor

(iv) the words "380,000 volts" in the Schedule to the Principal Deed shall from the date hereof be deemed to have been deleted and the words "400,000 volts" shall be deemed to have been substituted therefor"



## C: Charges Register continued

7 (06.01.1999) The Deed of Grant dated 13 October 1960 referred to above contains covenants by the Grantor details of which are set out in the Schedule of Restrictive Covenants hereto.

8 (06.01.1999) Such part of the land at the North of the Wilton site as is affected thereby being part of the land lying to the West of the Lord McGowan Bridge is subject to the rights granted by a Deed of Grant and Consent dated 9 May 1962 made between (1) Imperial Chemical Industries Limited and (2) Her Majesty's Postmaster General.

*NOTE: Copy filed under CE147638.*

9 (06.01.1999) A sale-off Conveyance of land now forming part of Greystone Road, Wilton dated 6 February 1967 made between (1) Imperial Chemical Industries Limited and (2) The County Council of the Administrative County of the North Riding of Yorkshire contains restrictive covenants by the Vendor.

*NOTE: Copy filed under CE147638.*

10 (06.01.1999) The parts of the Wilton Site affected thereby being land near to the A174 are subject to the rights granted by a Grant of Easement dated 3 April 1978 made between (1) Imperial Chemical Industries Limited and (2) British Gas Corporation.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE147638.*

11 (06.01.1999) The parts of the Wilton Site affected thereby are subject to the rights of access and rights in respect of Services granted by the Lease of the Power Station edged and numbered 5, 6, 7, 8, 9, 10 and 11 in blue on the title plan dated 21 December 1990 referred to in the schedule of leases hereto.

NOTE 1: The rights granted by the Lease are varied by the Deeds referred to in Note 2 to the entry of this Lease in the schedule of leases hereto.

*NOTE 2: Copy counterpart Lease filed under CE147638.*

12 (06.01.1999) The part of the Wilton site affected thereby is subject for a term of 99 years less 3 days from 1 August 1990 to rights to erect use maintain repair renew inspect and remove electric lines and works the approximate position of which is indicated by blue broken lines between the points marked C-D-E the title plan and ancillary rights in respect thereof granted by a Deed of Grant dated 7 February 1991 made between (1) ICI Chemicals & Polymers Limited and (2) The National Grid Company PLC.

The said Deed also contains restrictive covenants by the Grantor.

*NOTE: Copy filed under CE147638.*

13 (06.01.1999) The part of the Wilton site affected thereby is subject for a term of 99 years less 3 days from 1 August 1990 to rights to erect use maintain repair renew inspect and remove electric lines and works the approximate position of which is indicated by blue broken lines between the points F-G-C-D-E on the title plan and ancillary rights in respect thereof granted by a Deed of Grant dated 7 February 1991 made between (1) ICI Chemicals & Polymers Limited and (2) The National Grid Company PLC.

The said Deed also contains restrictive covenants by the Grantor.

*NOTE: Copy filed under CE147638.*

14 (06.01.1999) The part of the Wilton site affected thereby is subject for a term of 99 years less 3 days from 1 August 1990 to rights to place use maintain repair renew inspect and remove electric cables and ancillary equipment the approximate position of which is indicated by blue tinting on the title plan granted by a Deed of Grant dated 7 February 1991 made between (1) ICI Chemicals & Polymers Limited (2) The National Grid Company PLC and (3) Teesside Power Limited.

## C: Charges Register continued

The said Deed also contains restrictive covenants by the Grantor.

*NOTE: Copy filed under CE147638.*

- 15 (06.01.1999) The part of the Wilton site affected thereby is subject for a term of 55 years less 3 days from 1 August 1990 to rights to place use maintain repair renew inspect and remove electric pilot cables and ancillary equipment the approximate position of which is indicated by a blue broken line between points H-J-K-L on the title plan granted by a Deed of Grant dated 7 February 1991 made between (1) ICI Chemicals & Polymers Limited and (2) The National Grid Company PLC.

The said Deed also contains restrictive covenants by the Grantor.

*NOTE: Copy filed under CE147638.*

- 16 (06.01.1999) The part of the Wilton site affected thereby is subject for a term of 55 years less 3 days from 1 August 1990 to rights to erect use maintain repair renew inspect and remove electric lines and works the approximate position of which is indicated by a blue broken line between points H-J-K-L on the title plan and ancillary rights in respect thereof granted by a Deed of Grant dated 7 February 1991 made between (1) ICI Chemicals & Polymers Limited and (2) The National Grid Company PLC.

The said Deed also contains restrictive covenants by the Grantor.

*NOTE: Copy filed under CE147638.*

- 17 (06.01.1999) Agreement for Lease of the land tinted brown on the title plan contained in an Agreement dated 7 February 1991 made between (1) ICI Chemicals & Polymers Limited (2) Teesside Power Limited and (3) Enron Power (U.K.) Limited as varied by a Deed of Variation dated 25 October 1996 made between (1) ICI Chemicals & Polymers Limited (2) Teesside Power Limited and (3) Enron Europe Limited.

*NOTE: Copy Deeds filed under CE147638.*

- 18 (06.01.1999) A Transfer of the Nylon Plant, Wilton dated 1 July 1993 made between (1) ICI Chemicals & Polymers Limited (2) Imperial Chemical Industries PLC and (3) Du Pont (UK) Limited contains restrictive covenants by the Transferor.

*NOTE: Copy filed under CE125755.*

- 19 (06.01.1999) An Agreement dated 1 March 1994 made between (1) ICI Chemicals & Polymers Limited and (2) BASF PLC relates to the grant of easements in respect of electricity cables known as "The First Cables" and a Propylene pipeline and affects part of the Wilton Site.

*NOTE: Copy filed under CE128615.*

- 20 (06.01.1999) Such parts of the Wilton site as are affected thereby being land adjacent to the East and West sides of Greystones Road are subject to the rights granted by a Deed of Easement dated 26 August 1994 made between (1) ICI Chemicals & Polymers Limited and (2) British Gas PLC.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE147638.*

- 21 (06.01.1999) The parts of the Wilton site affected thereby are subject for a term of 99 years from 1 February 1995 to the rights to construct place or lay and use the pipelines specified in the first column below and shown on the title plan in the positions indicated in the second column below, together with ancillary rights granted by individual Leases of easements relating to each pipeline all dated 1 February 1995 and all made between (1) ICI Chemicals & Polymers Limited (2) Imperial Chemical Industries Limited (3) Union Carbide Limited and (4) Union Carbide Corporation.

Nature of Pipeline

Reference on title plan

## C: Charges Register continued

above ground raw water	Brown broken line between M-N-O-P-Q
below ground gas	Brown broken line between R-S
above ground gas	Brown broken line between M-N-O-P-Q
below ground raw water	Brown broken line between R-S
above ground steam	Brown broken line between M-N-T-U-V
below ground electricity cables	Brown broken line between R-S
above ground electricity cables	Brown broken line between M-N-P-P-Q

*NOTE: Copy Leases filed under CE131955.*

- 22 (06.01.1999) Option to purchase the Mono Ethylene Glycol Transfer Pipeline between the Melinar Plant and the Ethylene Oxide Plant, Wilton as defined by an Agreement dated 1 February 1995 made between (1) Imperial Chemical Industries Limited (2) ICI Chemicals & Polymers Limited and (3) Union Carbide Limited upon the terms and in the circumstances therein mentioned.

The said Agreement also contains provisions relating to the granting of an easement in the circumstances therein mentioned and this registration takes effect subject thereto.

*NOTE: Copy filed under CE143925.*

- 23 (06.01.1999) By an Agreement dated 9 March 1995 made between (1) ICI Chemicals & Polymers Limited and (2) The County Council of Cleveland a path lying on the East and West sides of Greystones Road, Wilton, shown by a mauve broken line on the title plan was dedicated to the public for use as a footpath.

- 24 (06.01.1999) The parts of the Wilton Site affected thereby are subject for a term of 30 years from 1 November 1996 to the rights relating to six pipelines and two cables (as detailed below) granted by eight individual Demises of Easements all dated 31 October 1996 and all made between (1) ICI Chemicals & Polymers Limited and (2) BP Chemicals Limited.

Nature of Pipeline or Cable

above ground raw water pipeline  
below ground gas pipeline  
above ground gas pipeline  
below ground raw water pipeline  
above ground nitrogen pipeline  
above ground ethylene pipeline  
below ground electricity cables  
above ground electricity cables

The said Deeds also contain restrictive covenants by the grantor and provisions as to the ownership of the Grantee's Apparatus as therein defined.

*NOTE: Copies filed under CE138491.*

- 25 (06.01.1999) The parts of the Wilton Site affected thereby are subject to the rights relating to seven pipelines and two cables (as detailed below) granted by nine individual Deeds of Grant all dated 12 June 1997 and all made between (1) ICI Chemicals & Polymers Limited and (2) BASF PLC.

The said Deeds also contain covenants by the Grantor and provisions relating to the ownership of the Grantee's Apparatus as therein defined.

Nature of Pipeline or Cable

Raw water pipeline  
Steam pipeline

## C: Charges Register continued

1st effluent pipelines  
2nd effluent pipelines  
Natural gas pipeline  
Nitrogen pipeline  
Potable water pipeline  
Second cables  
Third cables

*NOTE: Copies filed under CE128615.*

- 26 (06.01.1999) Such parts of the Wilton site as are affected thereby are subject for a term of 24 years from 16 December 1997 to rights of way and rights in respect of pipelines granted by a Lease of land adjoining the PTA site at Wilton dated 16 December 1997 made between (1) ICI Chemicals & Polymers Limited and (2) Northumbrian Water Limited.

*NOTE: Copy filed under CE147638.*

- 27 (06.01.1999) A Transfer of the T7, T8, CP and Melinar Plants and the Melinar Warehouse, Wilton dated 31 December 1997 made between (1) ICI Chemicals & Polymers Limited and (2) Du Pont (UK) Limited contains covenants by the Transferor.

*NOTE: Copy filed under CE143925.*

- 28 (06.01.1999) 6 January 1999) The parts of the Wilton Site affected thereby are subject to the rights relating to cables, pipelines, pipebridges and a siding (as detailed below) granted by fourteen individual Deeds of Grant all dated 31 December 1997 and all made between (1) ICI Chemicals & Polymers Limited and (2) Du Pont (U.K.) Limited.

The said Deeds also contain restrictive covenants by the Grantor and provisions relating to the ownership of the Grantee's Apparatus and Sidings as therein defined.

Nature of pipeline/cable/siding

Corridor Easement-pipelines and cables Two Pipelines PTA Corridor  
Easement-pipelines and cables 11KV Cables to Wilton Gatehouse  
11KV Cables to Lackenby  
Effluent Pipeline  
Gas Pipebridge  
Steam and Electricity Pipebridge  
L/P Gas Pipeline  
Nitrogen Pipeline  
Water Pipeline  
H/P Gas Pipeline  
Railway Siding  
Six Pipelines

*NOTE: Copies filed under CE143925.*

- 29 The parts of the Access Roads affected thereby are subject to rights in favour of the lands detailed in the second column below granted by 11 Deeds of Grant (as listed in the first column below) all dated 31 December 1998 made between (1) Enron Teesside Operations Limited and (2) ICI Chemicals & Polymers Limited.

The said Deeds also contain restrictive covenants by the Grantor.

Property Document

Land affected

2	Hydrocarbons Plant, Wilton
3	Chlor-Chemicals Plant, Wilton
4	Surfactants Plant, Wilton
5	Polyurethanes Plant, Wilton
6	Wilton Centre Plant, Wilton (as varied by a Deed of Variation dated 29 March 1999 made between the same parties)
7	land at the Billingham Site
7A	part of the Retained Land lying to the South of the A174, Wilton (as

## C: Charges Register continued

varied by a Deed of Variation dated 16 December 1999 made between the same parties)

7B	land at Bran Sands
7C	Landfill Site, Teesport
7D	Plastics Plant, Wilton
7E	Ethylene Oxide Plant, Wilton (as

varied by a Deed of Rectification dated 15 February 2001 made between the same parties)

*NOTE: Copies filed under CE147638.*

- 30 (06.01.1999) Such parts of the land in this title as are affected thereby are subject to rights in respect of pipelines cables ducts and other conducting media and infrastructure in favour of the lands detailed in the second column below granted by 10 Deeds of Grant (as listed in the first column below) all dated 31 December 1998 made between (1) Enron Teesside Operations Limited and (2) ICI Chemicals & Polymers Limited.

The said Deeds also contain restrictive covenants by the Grantor and provisions relating to the ownership of the Apparatus and Infrastructure as therein defined.

Property Document	Land affected
8	Hydrocarbons Business, Wilton
9	Chlor-Chemicals Business, Wilton
10	Surfactants Business, Wilton
11	Polyurethanes Business, Wilton
12	Wilton Centre, Wilton
12A	land at Bran Sands
13	land at the Billingham Site
14A	land at North Tees Works, Seal
Sands	
14B	Plastics Business, Wilton
14C	Ethylene Oxide Business, Wilton

*NOTE: Copies filed under CE147638.*

- 31 (01.08.2002) The parts of the land affected thereby are subject to the rights in respect of nitrogen and oxygen pipelines granted by a Deed of Grant dated 12 July 2002 made between (1) Enron Teesside Operations Limited and (2) BOC Limited.

The said Deed also contains restrictive covenants by the grantor and provisions relating to the ownership of the Pipelines and Pipeline Infrastructure as therein defined.

*NOTE: Copy filed under CE147638.*

- 32 (16.04.2003) The parts of the land affected thereby are subject to the rights granted by a Deed dated 14 April 2003 made between (1) Enron Teesside Operations Limited and (2) Teesside Power Limited

*NOTE: Copy filed under CE170281.*

- 33 (15.05.2003) The land at Wilton International is subject to the rights granted by a Deed of Grant dated 28 March 2003 made between (1) Enron Teesside Operations Limited and (2) One NorthEast.

*NOTE: Copy filed under CE169990.*

- 34 (15.05.2003) The land at Wilton International is subject to the rights granted by a Deed of Grant (Service Conduits) dated 28 March 2003 made between (1) Enron Teesside Operations Limited and (2) One NorthEast.

*NOTE: Copy filed under CE169990.*

- 35 (18.03.2004) The land is subject to the rights granted by a Deed of Grant dated 10 December 2003 made between (1) Sembcorp Utilities Teesside Limited and (2) DuPont Sabanci Polyester (U.K) Limited.

## C: Charges Register continued

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE175108.*

- 36 (11.08.2004) The parts of the land referred to above in the Deed of Grant dated 12 July 2002 and made between (1) Enron Teesside Operations Limited and (2) BOC Limited are subject to the rights granted by a supplemental Deed of Grant dated 21 April 2004 made between (1) Sembcorp Utilities (UK) Limited and (2) BOC Limited.

*NOTE: Copy filed under CE147638.*

- 37 (09.09.2005) By a Deed dated 6 September 2005 made between (1) Sembcorp Utilities (UK) Limited and (2) One Northeast the easements granted by the Deed of Grant dated 28 March 2003 referred to above have been varied.

*NOTE: Copy filed under CE169990.*

- 38 (09.09.2005) By a Deed dated 6 September 2005 made between (1) Sembcorp Utilities (UK) Limited and (2) One Northeast the easements granted by the Deed of Grant (Service Conduits) dated 28 March 2003 referred to above have been varied.

*NOTE: Copy filed under CE169990.*

- 39 (09.01.2006) The land is subject to the rights granted by a Deed of Grant of Access Rights dated 29 November 2005 made between (1) SembCorp Utilities (UK) Limited and (2) Huntsman Petrochemicals (UK) Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE187405.*

- 40 (09.01.2006) The land is subject to the rights granted by a Deed of Grant dated 29 November 2005 made between (1) SembCorp Utilities (UK) Limited and (2) Huntsman Petrochemicals (UK) Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE 1: These rights are included in the registration only so far as the grantor was entitled to grant them

*NOTE 2: Copy filed under CE187405.*

- 41 (20.11.2006) UNILATERAL NOTICE affecting the land tinted pink on the title plan in respect of a deed of variation made between (1) Sembcorp Utilities (UK) Limited (2) Teesside Power Limited (3) Enron Capital and Trade Resources Limited (in administration) and (4) Steven Anthony Pearson and Anthony Victor Lomas together with a letter dated 1 November 2006 made between (1) Sembcorp Utilities (UK) Limited and (2) Teesside Power Limited.

- 42 (20.11.2006) BENEFICIARY: Teesside Power Limited of First Floor, Christine House, Sorbonne Close, Teesdale, Stockton On Tees TS17 6DA.

- 43 (05.04.2007) The land is subject to the rights granted by a Deed of Grant of Access Rights dated 8 March 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) Ensus UK Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE194432.*

- 44 (05.04.2007) The land is subject to the rights granted by a Deed of Grant of Rights to Maintain Apparatus dated 8 March 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) Ensus UK Limited.

The said Deed also contains restrictive covenants by the grantor and provisions relating to the ownership of the Grantee's Apparatus and Shared Apparatus.

*NOTE: Copy filed under CE194432.*

- 45 (02.05.2007) The land is subject to the rights granted by a Deed of

## C: Charges Register continued

Grant of Rights to Maintain Apparatus dated 5 April 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) UK Wood Recycling Limited.

The said Deed also contains restrictive covenants by the grantor and provisions relating to the ownership of the Grantee's Apparatus and Shared Apparatus.

*NOTE: Copy filed under CE194645.*

- 46 (21.08.2007) UNILATERAL NOTICE affecting land at Plot 1 in respect of a lease dated 8 March 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) Ensus UK Limited.

*NOTE: Copy filed.*

- 47 (21.08.2007) BENEFICIARY: Ensus UK Limited of The Granary, 17a High Street, Yarm TS15 6BW.

- 48 (21.08.2007) UNILATERAL NOTICE affecting land at Plot 1 in respect of an option contained in a lease dated 8 March 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) Ensus UK Limited.

*NOTE: Copy filed.*

- 49 (21.08.2007) BENEFICIARY: Ensus UK Limited of The Granary, 17a High Street, Yarm TS15 6BW.

- 50 (24.10.2007) The land is subject to the rights granted by a Deed of Grant of Rights to Maintain Apparatus dated 3 September 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) Hertel (UK) Limited.

The said Deed also contains restrictive covenants by the Grantor and provisions relating to the ownership of the Grantee's Apparatus and Shared Apparatus

*NOTE:-Copy filed under CE197253.*

- 51 (24.10.2007) The land is subject to the rights granted by a Deed of Grant of Access Rights dated 3 September 2007 made between (1) Sembcorp Utilities (UK) Limited and (2) Hertel (UK) Limited.

*NOTE: Copy filed under CE197253.*

- 52 (03.09.2008) The land is subject to the rights granted by a Deed of Grant of Access Rights dated 1 August 2008 made between (1) Sembcorp Utilities (UK) Limited and (2) Wilton Waste Treatment Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE189162.*

- 53 (03.09.2008) The land is subject to the rights granted by a Deed of Grant of Rights to Maintain Apparatus dated 1 August 2008 made between (1) Sembcorp Utilities (UK) Limited and (2) Wilton Waste Treatment Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE189162.*

- 54 (20.01.2009) The parts of the land affected thereby are subject to the rights granted by a Lease of premises known as Yara CO2 Liquefaction site at Wilton International dated 5 January 2009 made between (1) Sembcorp Utilities (UK) Limited and (2) Yara Uk Limited and (3) Yara International Asa.

*NOTE: Copy lease filed under CE202963.*

- 55 (20.01.2009) The land is subject for a term of 25 years from 5 January 2009 to the rights granted by a Deed of Grant to Maintain Apparatus dated 5 January 2009 made between (1) Sembcorp Utilities (UK) Limited and (2) Yara UK Limited .

The said Deed also contains restrictive covenants by the grantor.

## C: Charges Register continued

*NOTE:-Copy filed under CE202963.*

- 56 (14.09.2009) By a Deed dated 18 August 2009 made between (1) Sembcorp Utilities (UK)Limited and (2) Ensus UK Limited the rights granted in the Deed of Grant of Access Rights dated 8 March 2007 referred to above have been varied.

*NOTE: Copy filed under CE194432.*

- 57 (14.05.2010) The land is subject to the easements granted by a lease of land at Wilton International dated 18 February 2010 for a term of 10 years from and including 18 February 2010.

*NOTE: Copy filed under CE206379.*

- 58 (14.05.2010) The land is subject to the rights granted by a Deed of Grant dated 18 February 2010 made between (1) Sembcorp Utilities (UK) Limited and (2) Egdon Resources U.K. Limited.

*NOTE: Copy filed under CE206379.*

- 59 (07.01.2011) The land is subject to the rights granted by a Deed dated 24 November 2010 made between (1) Sembcorp Utilities (UK) Limited and (2) Wilton Waste Treatment Limited.

*NOTE: Copy filed under CE201620.*

- 60 (02.02.2011) The land is subject for a term from and including 1 August 2010 to and including 31 July 2020 to the rights granted by a Lease dated 23 December 2010 made between (1)Sembcorp Utilities (UK) Limited and (2) Biffa Polymers Limited of Procom Warehouses 1 and 2.

*NOTE:-Copy filed under CE209566.*

- 61 (02.02.2011) The land is subject for a term from and including 1 January 2009 ending on and including 31 July 2020 to the rights granted by a Lease dated 23 December 2010 made between (1)Sembcorp Utilities (UK)Limited and (2)Biffa Polymers Limited of land lying to the south of Procom Warehouses 1 and 2.

*NOTE:-Copy filed under CE209722.*

- 62 (24.01.2012) The land is subject to the rights granted by a Deed of Grant dated 4 November 2011 made between (1) Sembcorp Utilities (UK) Limited and (2) Grainco Limited.

The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed under CE212644.*

- 63 (21.02.2012) Right of pre-emption in favour of Grainco Limited affecting the land edged and numbered 20 in blue on the title plan contained in a an Agreement dated 4 November 2011 made between (1) Sembcorp Utilities (UK) Limited and (2) Grainco Limited.

*NOTE: Copy filed.*

- 64 (27.06.2012) By a Deed dated 15 June 2012 made between (1) Sembcorp Utilities (UK) Limited and (2) Grainco Limited the rights and covenants contained in the Deed of Grant dated 4 November 2011 referred to above have been varied and re-stated as therein mentioned.

*NOTE: Copy filed.*

- 65 (29.10.2013) By a Deed dated 22 October 2013 made between (1) Sembcorp Utilities (UK) Limited and (2) GDF Suez Teesside Limited the terms of the leases dated 21 December 1990, 7 February 1991, 25 October 1996, 18 February 1997 and 15 December 2003 referred to in the schedule of leases hereto were varied.

*NOTE:-Copy Deed filed under CE170281.*

- 66 (08.11.2013) The land is subject to the rights granted by a Deed dated 4 November 2013 made between (1) Sembcorp Utilities (UK) Limited and



## C: Charges Register continued

(2) M & G Solid Fuels Llp.

*NOTE: Copy filed under CE218521.*

67 (08.11.2013) The land is subject to the easements granted by a lease dated 4 November 2013 of part of Plot 12 Wilton International for a term of 999 years from 4 November 2013.

*NOTE: Copy filed under CE218521.*

68 (27.01.2014) The land is subject to the rights reserved by a Deed dated 23 December 2013 made between (1) Sembcorp Utilities (UK) Limited and (2) Sita Sembcorp UK Limited.

*NOTE:-Copy filed under CE219420*

69 (27.01.2014) The land is subject to the easements granted by a lease dated 23 December 2013 of Plot 11 Wilton International for a term of 60 years from and including 23 December 2013.

*NOTE: Copy filed under CE219420*

70 (06.05.2014) UNILATERAL NOTICE affecting 13.96 hectares of land adjoining Ensus being part of the land in the north eastern corner of the land in this title in respect of an Agreement dated 1 May 2014 made between (1) Sembcorp Utilities (UK) Limited and (2) Ensus UK Limited.

*NOTE: Copy plan filed under CE189024.*

71 (06.05.2014) BENEFICIARY: ENSUS UK LIMITED (Co. Regn No. 05816694) care of Ward Hadaway, Sandgate House, 102 Quayside, Newcastle upon Tyne NE1 3DX and of DX 730360, Newcastle upon Tyne 30.

72 (08.05.2014) By a Deed dated 1 May 2014 made between (1) Sembcorp Utilities (UK) Limited and (2) Ensus UK Limited the Deed of Grant of Rights to Maintain Apparatus dated 8 March 2007 referred to above has been varied as therein mentioned.

*NOTE: Copy filed under CE194432*

73 (05.09.2014) The parts of the land affected thereby are subject to the following rights granted by a lease of Wilton Fire Station and Protection Headquarters dated 30 June 2014 made between (1) Sembcorp Utilities UK Limited and (2) Falck Fire Services UK Limited for a term of 25 years from 1 July 2014.

*NOTE:- Copy filed under CE221949.*

74 (07.10.2014) By a Deed dated 24 July 2014 made between (1) Sembcorp Utilities (UK) Limited and Ensus UK Limited the Deed of Grant of Grant of Rights to Maintain Apparatus dated 8 March 2007 referred to above has been varied as therein mentioned.

*NOTE: Copy filed under CE222264.*

75 (11.02.2015) By a Deed dated 8 December 2014 made between (1) Sembcorp Utilities (UK) Limited and (2) Ensus UK Limited the terms of the lease dated 24 July 2014 of Plot 1 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under CE222264.*

76 (08.06.2015) UNILATERAL NOTICE in respect of an option to purchase dated 5 June 2015 made between (1) Sembcorp Utilities (UK) Limited and (2) York Potash Processing & Ports Limited.

77 (08.06.2015) BENEFICIARY: York Potash Processing & Ports Limited (Co. Regn. No. 08270855) of 3rd Floor Greener House, 66-68 Haymarket, London SW1Y 4RF.

78 (05.08.2016) The land is subject to any rights that are granted by a Deed dated 18 July 2016 made between (1) SEMBCORP Utilities (UK) Limited and (2) Northern Powergrid (Northeast) Limited and affect the registered land.  
The said Deed also contains restrictive covenants by the grantor.

## C: Charges Register continued

*NOTE: Copy filed.*

- 79 (15.11.2016) The land is subject to the easements granted by a lease of Compound Accommodation at Wilton Supplier Village, Wilton International dated 16 September 2016 made between (1) Sembcorp Utilities (UK) Limited and (2) Newburn Power Rental Limited for a term of 3 years from and including 16 September 2016.

*NOTE: Copy filed under CE147639.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed of Grant dated 13 October 1960 referred to in the Charges Register:-

WHILST the Grantors shall at all times hereafter be entitled to use the said property and any other property owned by them for all such industrial or other purposes as they may require the Grantors with intent to bind the said property hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Board's undertaking and the electric lines (but subject to the provisions of Clause 5 hereof) HEREBY COVENANT with the Board that the Grantors and those deriving title under them will at all times hereafter observe and perform the following stipulations that is to say:-

(a) That no part of any dwellinghouse building or other erection which may at any time be upon the said property shall be so constructed or placed as to be within Twenty feet of the conductors mentioned in the Schedule hereto when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the towers mentioned in the said Schedule

(b) That the level of the ground will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor at any point of the spal less than Twenty five feet at a temperature of One hundred and twenty two degrees Fahrenheit

NOTWITHSTANDING the grant and the Grantor's covenants hereinbefore contained if at any time or from time to time hereafter in the opinion of the Grantors it become expedient for the purposes of the further development of the said property or of their adjoining property that the electric lines or any portion thereof be diverted or heightened then the Grantors shall be at liberty to give not less than Six months previous written notice thereof to the Board and such notice shall contain or be accompanied by all necessary explanatory details of the intended diversion or heightening and on the expiration of such notice the Board shall with all reasonable despatch either remove the electric lines (or portion thereof as the case may be) from the part of the said property affected by the said development including any tower or towers so affected and will restore the surface of the said property forming the site of such towers as near as practicably possible to the condition in which it was immediately before such tower or towers were erected thereon by the Board or heighten the electric lines over such part of the said property (as the circumstances require) at their own expense and the Grantors shall permit the Board at the like expense to place such electric lines in some other position across the said property or other property as near as reasonable may be to the existing route of the electric lines whereupon the Grantors shall without further consideration grant to the Board an easement in fee simple free from incumbrances in respect of the electric lines in their altered position in like form as these presents and in such grant the Board shall surrender to the Grantors the rights and liberties hereby granted in respect of the electric lines or portion thereof (as the case may be) so removed as aforesaid PROVIDED that if the Grantors shall require the Board to remove the electric lines or any portion thereof to a distance Seven hundred and fifty feet or more from the then position of the electric lines the proper and reasonable expense of such removal and of the re-erection of the electric lines in their altered position and of restoring the surface of the said property forming the site of

## Schedule of restrictive covenants continued

the tower or towers so removed as aforesaid shall be borne by the Grantors and shall be paid by the Grantors to the Board on completion of such work PROVIDED FURTHER that in the event of the Board having at the request of the Grantors removed and re-erected the electric lines or portion thereof (as the case may be) in manner aforesaid once in any period of Fifteen years (the first of such periods commencing on the date of the completion of the first erection of the electric lines) the expense of any further removal and re-erection of the electric lines or portion thereof so removed and re-erected as aforesaid required by the Grantors during such period of Fifteen years shall be borne by the Grantors and shall be paid by the Grantors to the Board on completion of such work PROVIDED FURTHER that in the event of the Board having at the request of the Grantors heightened the electric lines or portion thereof (as the case may be) in manner aforesaid once in any period of Fifteen years (the first of such periods commencing on the date of the completion of the first erection of the electric lines) the expense of any further heightening of the electric lines or portion thereof so heightened as aforesaid required by the Grantors during such period of Fifteen years shall be borne by the Grantors and shall be paid by the Grantors to the Board on completion of such work

ANY dispute or difference arising between the Grantors and the Board touching and concerning the provisions of this clause shall upon the application of either party be referred to and determined by the arbitration of a single arbitrator in manner provided by the Arbitration Act 1950 or any statutory modification thereof for the time being in force.

## Schedule of notices of leases

1	06.01.1999 edged and numbered 1 in blue	metering station to the north of the A174	23.12.1977 35 years from 01.10.1972 and thereafter from year to year	
2	06.01.1999 edged and numbered 2 in blue on the title plan	electricity substation to the east of Greystones Road	18.11.1980 100 years from 26.09.1977	CE51311
3	06.01.1999 edged and numbered 5 and 17 in blue.	Power Station Plant, Wilton	21.12.1990 25 years from 01.08.1990	CE170281

NOTE 1: The lease contains an option to renew and mutual options for determination in the circumstances therein mentioned.

NOTE 2: See entry in the Charges Register relating to the rights granted by this lease.

NOTE 3: By a Supplemental Lease and Deed of Partial Surrender and Variation dated 7.2.1991, a Deed of Variation dated 25.10.1996, a Supplemental Lease dated 25.10.1996 and a Lease and Deed of Variation dated 18.2.1997 all made between (1) ICI Chemicals & Polymers Limited and (2) Teesside Power Limited the terms of this lease were expressed to be varied.

NOTE 4: Copies of the said Deeds are filed under CE115854.

NOTE 5: By the Deed dated 14 April 2003 made between (1) Enron Teesside Operations Limited and (2) Teesside Power Limited Referred to in the Charges Register the terms of the lease were varied

NOTE 6: By the Deed dated 22 October 2013 made between (1) Sembcorp Utilities (UK) Limited and (2) GDF Suez Teesside Limited referred to in the Charges Register the terms of the lease were varied

4	06.01.1999 edged and	land at the Power Station, Wilton	07.02.1991 as therein	CE170281
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Schedule of notices of leases continued

numbered 6, 7, 8, 9, 10 and 11 in blue

mentioned

NOTE 1: This lease is supplemental to that dated 21.12.1990 referred to above

NOTE 2: By the Deed dated 22 October 2013 made between (1) Sembcorp Utilities (UK) Limited and (2) GDF Suez Teesside Limited referred to in the Charges Register the terms of the lease were varied

5	06.01.1999 edged and numbered 12 in blue	Substation A, Wilton	07.02.1991 99 years from 01.08.1990	CE115856
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6	06.01.1999 edged and numbered 13 in blue	Substation B, Wilton	07.02.1991 55 years from 01.08.1990	CE115855
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7	06.01.1999 edged and numbered 4, 14 and 15 in blue	land at the Power Station, Wilton	25.10.1996 from 25.10.1996 to 31.07.2015	CE170281
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NOTE 1: This lease is supplemental to that dated 21.12.1990 referred to above

NOTE 2: By the Deed dated 22 October 2013 made between (1) Sembcorp Utilities (UK) Limited and (2) GDF Suez Teesside Limited referred to in the Charges Register the terms of the lease were varied

8	06.01.1999 edged and numbered 16 in blue	land at Wilton Works	18.02.1997 from 18.02.1997 to 31.07.2015	CE170281
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NOTE 1: This lease is supplemental to that dated 21.12.1990 referred to above

NOTE 2: By the Deed dated 22 October 2013 made between (1) Sembcorp Utilities (UK) Limited and (2) GDF Suez Teesside Limited referred to in the Charges Register the terms of the lease were varied

9	05.04.2007 Edged and numbered 18 in blue	land adjoining Plot 1, Wilton International	08.03.2007 3 years from and including 08.03.2007	
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NOTE 1: The lease contains an option to purchase the reversionary estate upon the terms therein mentioned.

NOTE 2: The lease comprises also other land

NOTE 3: Copy lease filed

10	24.01.2012 edged and numbered 19 in blue	Plot 9 Wilton International	04.11.2011 999 years from 04/11/2011	CE212644
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11	07.10.2014 edged and numbered 18 (as to part) and numbered 21	Plot 1 Wilton International	24.07.2014 999 years from 24.7.2014	CE222264
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NOTE 1: The lease contains an option to purchase the reversionary estate upon the terms therein mentioned

NOTE 2: The Lease comprises also other land

NOTE 3: See entry in the Charges Register relating to a Deed of variation dated 8 December 2014.

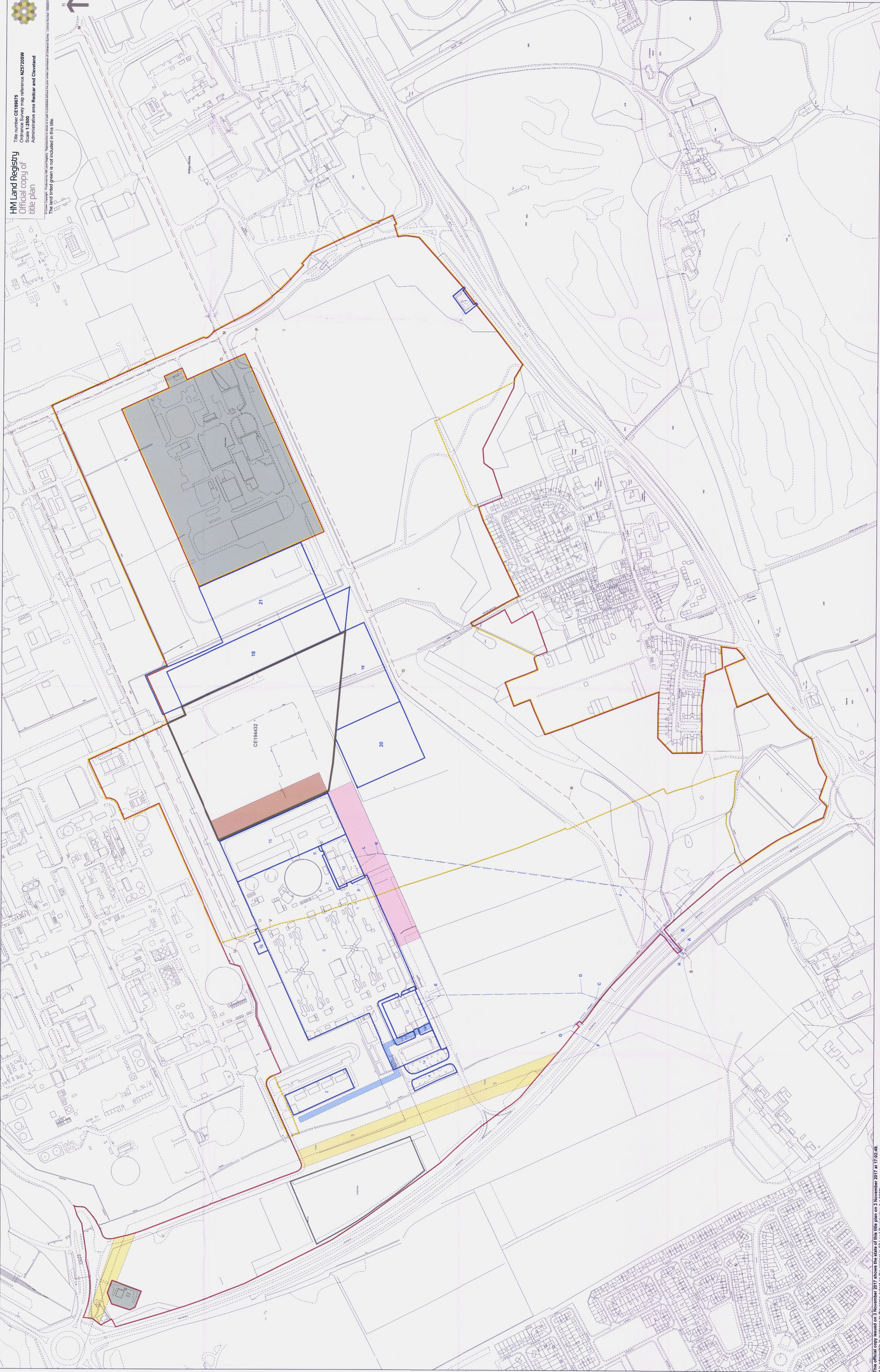
End of register



HM Land Registry  
Official copy of  
title plan

Title number CE194321  
Ordnance Survey map reference NZ5720SW  
Scale 1:2500  
Administrative area Redcar and Cleveland

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This official copy is based on the Ordnance Survey map reference NZ5720SW, dated 2 November 2017. It shows the area of this title plan on 2 November 2017 at 17:02:48. It is not a site plan and does not show the exact position of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by HM Land Registry, Durham Office.