

**NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954
ARE NOT TO APPLY TO A BUSINESS TENANCY**

To: Resource Recovery Solutions (Derbyshire) Limited (registered number 6835759) whose registered office is at Dunedin House, Auckland Park, Mount Farm, Milton Keynes, Buckinghamshire MK1 1BU

[Name and address of tenant]

From: Derby City Council of The Council House, Corporation Street, Derby, DE1 2FS

[Name and address of landlord]

Premises: Land on the East Side of Sinfin Lane, Derby

Date: 14 August 2014

A copy of the agreed form of lease is attached.

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days' notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).


Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to

exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

Received a copy of the above notice on: *Date:*

14.08.14

Signed:



Name:

ALEXIA SEAGRAVE

Position:

ASSOCIATE

Dated

2014

- (1) Derby City Council
- (2) Resource Recovery Solutions (Derbyshire) Limited

Lease

relating to premises known as land on the east side of Sinfin Lane, Derby

CONTENTS

Lease Particulars

Clause		Page
1	INTERPRETATION.....	1
2	LETTING, TERM AND TERMINATION	3
3	RIGHTS AND RESERVATIONS	4
4	SUBJECTIONS.....	4
5	RENTS PAYABLE.....	5
6	INTEREST	5
7	INSURANCE.....	5
8	COSTS AND OUTGOINGS	5
9	REPAIRS, MAINTENANCE AND ALTERATIONS.....	6
10	USE OF THE PREMISES	6
11	ASSIGNMENT, UNDERLETTING, CHARGING AND SHARING/PARTING WITH POSSESSION/OCCUPATION	6
12	LEGISLATION AND PLANNING	6
13	HANDING BACK AT THE END OF THE TERM	7
14	CONFIDENTIALITY	7
15	NOTICES.....	7
16	EXECUTION	7
17	TERMINATION	7
18	LAND REGISTRY APPLICATIONS.....	7
19	ENFORCEMENT	9
Schedules		
1	Rights Granted	10
2	Rights Reserved	11
3	Subjections	12
Appendices		
1	Plan	15
2	Official Copies DY184684 and DY189121.....	16

LAND REGISTRY PARTICULARS

LR1.	Date of lease	2014
LR2.	Title number(s)	
LR2.1	Landlord's title number(s)	DY184684 and DY189121
LR2.2	Other title numbers	
LR3.	Parties to this lease	
	Landlord	DERBY CITY COUNCIL of The Council House Corporation Street Derby DE1 2FS
	Tenant	RESOURCE RECOVERY SOLUTIONS (DERBYSHIRE) LIMITED (registered number 6835759) whose registered office is at Dunedin House, Auckland Park, Mount Farm, Milton Keynes, Buckinghamshire MK1 1BU.
LR4	Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The premises (referred to in this Lease as "the Premises") known as land and buildings on the east side of Sinfin Lane, Derby shown edged red on the plan attached at Appendix 1</p>
LR5.	Prescribed statements etc	
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003	Not applicable

LR5.2	This lease is made under, or by reference to, provisions of:	Not applicable
LR6.	Term for which the Property is leased	<p>From and including 2014 (referred to in this Lease as "the Term Commencement Date")</p> <p>To and including 31 March 2045.</p> <p>(This term is referred to in this Lease as the "Contractual Term")</p>
LR7.	Premium	None.
LR8.	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None
LR9.2	Tenant's covenant to (or offer to) surrender this lease	None
LR9.3	Landlord's contractual rights to acquire this lease	None
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	The rights specified in clause 3.1 and Schedule 1
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in clause 3.2 and Schedule 2

LR12.	Estate rent charge burdening the Property	None
LR13.	Application for standard form of restriction	None
LR14.	Declaration of trust where there is more than one person comprising the Tenant	Not applicable

THIS LEASE is made on the date set out in the Particulars

BETWEEN

- (1) the Landlord; and
- (2) the Tenant.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Lease, the following words and expressions have the following meanings:

"Authorised Use"	the use of the Premises for the purposes permitted by and in accordance with the terms of the Waste Management Project Agreement
"Derbyshire County Council"	Derbyshire County Council whose address is at County Hall, Matlock DE4 3AG
"Interest Rate"	2% above the base lending rate from time to time of Barclays Bank PLC or such other clearing bank reasonably nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine
"Operating Contractor"	means Shanks Waste Management Limited (Company number : 02393309) whose registered office is at Dunedin House, Auckland Park, Mount Farm, Milton Keynes, Buckinghamshire MK1 1BU or a replacement Operating Contractor appointed in accordance with the Waste Management Project Agreement
"Term"	the Contractual Term
"Term Commencement Date"	the date of this Lease
"Waste Management Project Agreement"	the project agreement dated 2014 entered into between (1) Derby City Council and Derbyshire County Council and (2) Resource Recovery Solutions (Derbyshire) Limited

"Yearly Rent"

£1.00 (One Pound per annum)

1.2 In this Lease:

- 1.2.1 unless otherwise indicated, references to clauses, Schedules, Paragraphs within Schedules and Appendices are to clauses and Paragraphs of and Schedules and Appendices to this Lease;
- 1.2.2 references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;
- 1.2.3 references to the Landlord and the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.4 the Landlord's obligations in this Lease do not bind any Landlord after it has disposed of its interest in the Premises and it will not be liable for any breach of the Landlord's obligations in this Lease arising after the date of that disposal;
- 1.2.5 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.6 references to adjoining premises include any premises adjoining or near to the Premises and references to adjoining premises owned by the Landlord include any adjoining premises owned by the Landlord at any time during the Term;
- 1.2.7 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;
- 1.2.8 references to the end of the "Term" include the determination of the Term before the end of the Contractual Term;
- 1.2.9 "including" means "including, without limitation";
- 1.2.10 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord;
- 1.2.11 references to the Tenant include, and the Tenant's covenants bind, any undertenant or other person in occupation of the Premises or deriving title under the Landlord, their successors in title, and any other person

under the Tenant's or their control including employees, agents, workmen and invitees;

- 1.2.12 any covenant by the Tenant not to do any act or thing includes a covenant not to permit, suffer or allow the doing of that act or thing;
 - 1.2.13 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually;
 - 1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected; and
 - 1.2.15 where the question of reasonableness applies to anything in this Lease such reasonableness shall be judged by reference to all the circumstances including what is commercially and financially reasonable.
- 1.3 The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease. Clause headings do not affect the construction of this Lease.
- 1.4 The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 1.5 This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

2. LETTING, TERM AND TERMINATION

- 2.1 The Landlord lets the Premises to the Tenant for the Contractual Term reserving the rents referred to at **clause 5**.
- 2.2 The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.
- 2.3 When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any guarantor of the Tenant.
- 2.4 The Landlord and the Tenant agree to exclude the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease. The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:

- 2.4.1 the Landlord served on the Tenant a notice (the "Notice") dated
2014 in relation to the tenancy created by this Lease
in a form complying with the requirements of Schedule 1 to the
Regulatory Reform (Business Tenancies) (England and Wales) Order
2003 ("the 2003 Order");
- 2.4.2 the Tenant, or a person duly authorised by the Tenant, in relation to
the Notice made a statutory declaration (the "Declaration") dated
2014 in a form complying with the
requirements of Schedule 2 to the 2003 Order; and
- 2.4.3 where the Declaration was made by a person other than the Tenant,
the declarant was duly authorised by the Tenant to make the
Declaration on the Tenant's behalf.

3. **RIGHTS AND RESERVATIONS**

- 3.1 The Premises are let together with the rights set out in **Schedule 1** for the
benefit of the Tenant so far as the Landlord is able to grant them to be enjoyed
in common with the Landlord and any others entitled to use them.
- 3.2 The Rights set out in **Schedule 2** are reserved out of the letting for the benefit
of the Landlord and any other person having express or implied authority from
the Landlord to benefit from them.
- 3.3 The Tenant is to permit the exercise of the rights reserved in **clause 3.1** and is
not to obstruct or prevent these rights being exercised in accordance with the
terms of this Lease.
- 3.4 This Lease does not confer upon the Tenant any rights or privileges over any
other property except as expressly set out in this Lease and any rights implied
by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are
expressly excluded.

4. **SUBJECTIONS**

- 4.1 The letting is made subject to the matters contained, mentioned or referred to at
Schedule 3.
- 4.2 So far as they are still subsisting capable of taking effect and affect the Premises
the Tenant is to comply with the matters contained mentioned or referred to at
Schedule 3.
- 4.3 The Tenant is not to do or omit to do anything which results or might result in
the creation of new rights or easements over the Premises or any adjoining
premises of the Landlord or which results or might result in the loss of any rights
or easements benefiting the Premises or any adjoining premises of the Landlord

and is to comply, at its own cost, with any reasonable requirements of the Landlord to prevent their creation or loss.

5. RENTS PAYABLE

5.1 The Tenant is to pay the following rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

5.1.1 the Yearly Rent which shall be paid (if demanded) in advance on each anniversary of the Term Commencement Date throughout the Term; and

5.1.2 any other sums due to the Landlord pursuant to this Lease.

5.2 The first payment of the Yearly Rent is to be made on the date of this Lease.

5.3 The rents and other sums payable by the Tenant under this Lease are exclusive of VAT. An obligation on the Tenant under this Lease to pay money includes an obligation to pay or indemnify the Landlord against any VAT chargeable on that payment. When a taxable supply is made for the purposes of VAT under this Lease, a valid VAT invoice is to be issued in respect of that supply.

6. INTEREST

If the Tenant does not pay any of the rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within 14 days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

7. INSURANCE

The Landlord and the Tenant shall comply with their respective obligations relating to insurance and reinstatement of damage and destruction of the Premises set out in the Waste Management Project Agreement.

8. COSTS AND OUTGOINGS

8.1 The Tenant is to pay all outgoings of whatever nature in relation to the Premises including business rates and utilities costs (including standing charges and taxes payable on utility costs) and a fair proportion, to be determined by the Landlord acting reasonably, of any which relate to the Premises and any adjoining premises of the Landlord as a whole in each case in accordance with the Waste Management Project Agreement.

- 8.2 The Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Premises or any adjoining premises of the Landlord, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the act, default or negligence of the Tenant in each case in accordance with the Waste Management Project Agreement.

9. **REPAIRS, MAINTENANCE AND ALTERATIONS**

The Tenant is not to carry out any alterations or additions to the Premises save as may be permitted in accordance with the Waste Management Project Agreement provided that the Tenant is permitted to undertake the design and construction of the NWTF and Derby Transfer Station (as such terms are defined in the Waste Management Project Agreement).

10. **USE OF THE PREMISES**

- 10.1 The Tenant is only to use the Premises for the Authorised Use.
- 10.2 The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Premises under planning legislation or otherwise.

11. **ASSIGNMENT, UNDERLETTING, CHARGING AND SHARING/PARTING WITH POSSESSION/OCCUPATION**

- 11.1 The Tenant is not to assign, underlet, charge, part with or share possession or occupation of all or any part of the Premises nor hold the Premises on trust for any other person save as expressly permitted by this Lease or as authorised under the Waste Management Project Agreement or in accordance with the licence granted to the Operating Contractor in accordance with the Waste Management Project Agreement.
- 11.2 The Tenant may enter into a bona fide charge of the Premises to a mortgagee who is also providing funding to the Tenant in relation to the Waste Management Project Agreement.
- 11.3 The Tenant shall not assign the Lease unless (a) to a person to whom the Tenant has novated its interest under the Waste Management Project Agreement in accordance with the terms of the Waste Management Project Agreement on the date of the novation or (b) to any mortgagee or assignee by way of security pursuant to **clause 11.2**.

12. **LEGISLATION AND PLANNING**

The Tenant is to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises which might give rise to a duty

or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law where the Tenant is under an obligation to do so in the Waste Management Project Agreement.

13. HANDING BACK AT THE END OF THE TERM

13.1 At the end of the Term, the Tenant is to return the Premises to the Landlord in accordance with its obligations under the Waste Management Project Agreement and with vacant possession and return all keys to the Premises to the Landlord.

13.2 Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

13.3 At the end of the Term, the Tenant is to return the original Lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice of the Lease and the rights granted and reserved by it from the Landlord's title to the Premises.

14. CONFIDENTIALITY

The provisions of Clause 75 of the Waste Management Project Agreement will apply to this Lease.

15. NOTICES

The provisions of Clause 83 (Notices) of the Waste Management Project Agreement will apply to this Lease.

16. EXECUTION

The parties have executed this Lease as a deed and it is delivered on the date set out in the Particulars.

17. TERMINATION

If the Waste Management Project Agreement is terminated or expires for any reason whatsoever during the Contractual Term then this Lease shall absolutely determine but without prejudice to any right of action by either party against the other in respect of any antecedent breach of the covenants and conditions herein contained.

18. LAND REGISTRY APPLICATIONS

18.1 As soon as reasonably practicable after the date of this Lease, the Tenant named in the Particulars is to apply to the Land Registry for first registration of the title to this Lease and apply for a note of this Lease to be entered on the title

number(s) set out in **clause LR2.1** of the Land Registry Particulars. As part of the application, the Tenant is to use all reasonable endeavours to ensure that the Land Registry notes both the benefit of the rights granted by **clause 3.1** and the burden of the rights reserved by **clause 3.2** on the leasehold title. On completion of the registration, the Tenant is to provide official copies of the new title to the Landlord showing the Tenant registered as proprietor together with a copy of the title plan.

- 18.2 As soon as reasonably practicable after the date of this Lease, the Tenant named in the Particulars is to apply to the Land Registry to note the burden of the rights granted by **clause 3.1** and to note the benefit of the rights reserved by **clause 3.2** on the title number(s) set out in **clauses LR2.1 and LR2.2** of the Land Registry Particulars.
- 18.3 If, as a result of the assignment of this Lease, this Lease becomes registrable at the Land Registry or the Lease has already been so registered, the Tenant is to apply to the Land Registry to be registered as the proprietor of this Lease and, on completion of that registration, is to provide the Landlord with official copies of the title showing the Tenant as the registered proprietor of this Lease.
- 18.4 If, when this Lease is sent to the Land Registry, the Land Registry require a copy of the Waste Management Project Agreement, the Tenant is to make an application to the Land Registry on Form EX1 and Form EX1A applying for the Waste Management Project Agreement to be designated as an "Exempt Information Document" by the Land Registry. The Landlord and the Tenant (both acting reasonably) are to agree which provisions of the Waste Management Project Agreement are to remain confidential.
- 18.5 At the end of the Term, the Tenant is to return the original Lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice of the Lease and the rights granted and reserved by it from the title number(s) set out in **clauses LR2.1 and LR2.2** of the Land Registry Particulars and the remainder of the Landlord's title to the Premises if that title has by then become registered at the Land Registry.
- 18.6 The Landlord has deduced title to the Premises to the Tenant on or before the date of this Lease and is under no further obligation to the Tenant to deduce title or to answer any requisitions or enquiries in respect of its title to the Premises.
- 18.7 The Landlord will not be liable to the Tenant for any failure by the Tenant to register this Lease at the Land Registry or to register or note any of the rights granted or reserved by this Lease at the Land Registry either by notice or by way of caution against first registration, whichever is appropriate.

19. **ENFORCEMENT**

This Lease is to be governed by the laws of England and Wales and subject to clause 78 (Dispute Resolution) of the Waste Management Project Agreement, the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE 1

Rights Granted

1. to use the conduits serving the Premises for the passage or transmission of utilities to and from the Premises;
2. a right of support from the Landlord's adjoining land (if any); and
3. all rights granted to the Tenant as the Contractor pursuant to the Waste Management Project Agreement.

SCHEDULE 2

Rights Reserved

1. To enter and remain upon so much as is reasonably required of the Premises on reasonable notice (except in case of emergency) with or without workmen, plant and equipment in each case in accordance with the Waste Management Project Agreement:
 - 1.1 for any purpose permitted by and in accordance with the provisions of the Waste Management Project Agreement;
 - 1.2 to ascertain whether the Tenant has complied with the Tenant's obligations of this Lease;
 - 1.3 to estimate the current value of the Premises or any adjoining premises for any other purposes.
2. To maintain, build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property provided that the access of light and air to the Premises is not materially adversely affected and without being liable to pay any compensation to the Tenant.
3. To connect to and use any conduits within or passing through the Premises for the passage or transmission of utilities to and from any adjoining premises.
4. Support and protection from the Premises for any adjoining land.

SCHEDULE 3

Subjections

1. All rights of light and air and other legal or equitable easements and rights belonging to or enjoyed by any other property over the Premises.
2. The letting is made subject to the title matters the matters contained, mentioned or referred to in the entries on title number DY184684 and DY189121 shown on the official copy entries attached to this Lease at Appendix 2 insofar as they relate to the Premises.

The **COMMON SEAL** of
DERBY CITY COUNCIL
was affixed to
this deed in the presence of

)
)
)
)

Authorised Signatory

Executed as a Deed by

as attorney for **RESOURCE**
RECOVERY SOLUTIONS (DERBYSHIRE)
LIMITED under a power of attorney dated

in the presence of:

)
)
)
)
)
)

Signature of Witness :

Name of Witness:

Address of Witness:

Occupation of Witness:

APPENDIX 1

Plan

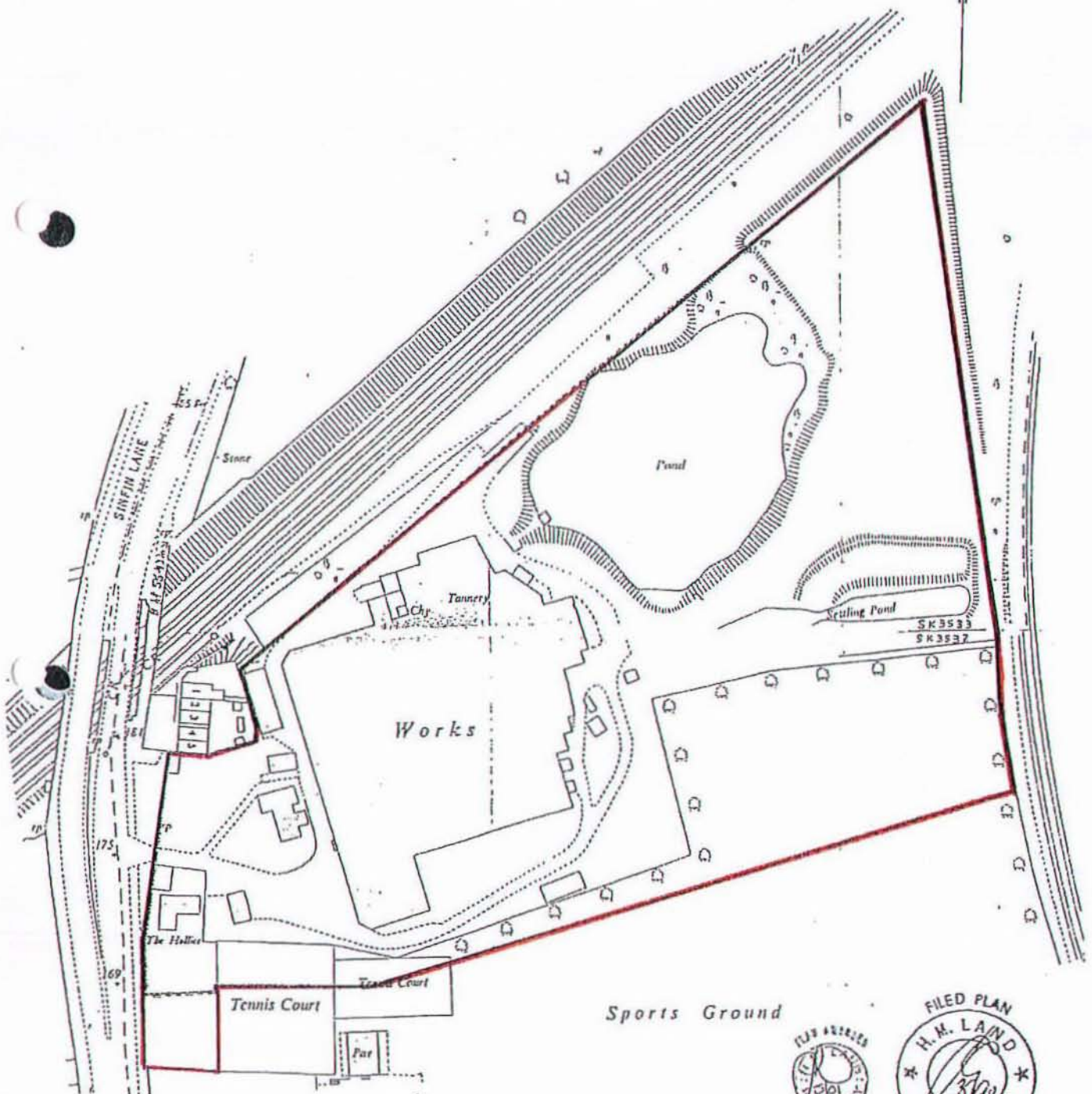
SINPIN

H.M. LAND REGISTRY		TITLE NUMBER	
		DY 189121	
ORDNANCE SURVEY PLAN REFERENCE	SK 3532 SK 3533	SECTION	1/1250 Scale
COUNTY DERBYSHIRE	DISTRICT DERBY	© Crown copyright 1988	

ADMINISTRATIVE AREA

The boundaries shown by dotted lines have been plotted from the plans on the deeds. This plan may be updated from later survey information

CITY OF DERBY



APPENDIX 2

Official Copies DY184684 and DY189121

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 14 August 2014 shows the state of this title plan on 14 August 2014 at 10:43:45. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, 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. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Nottingham Office .

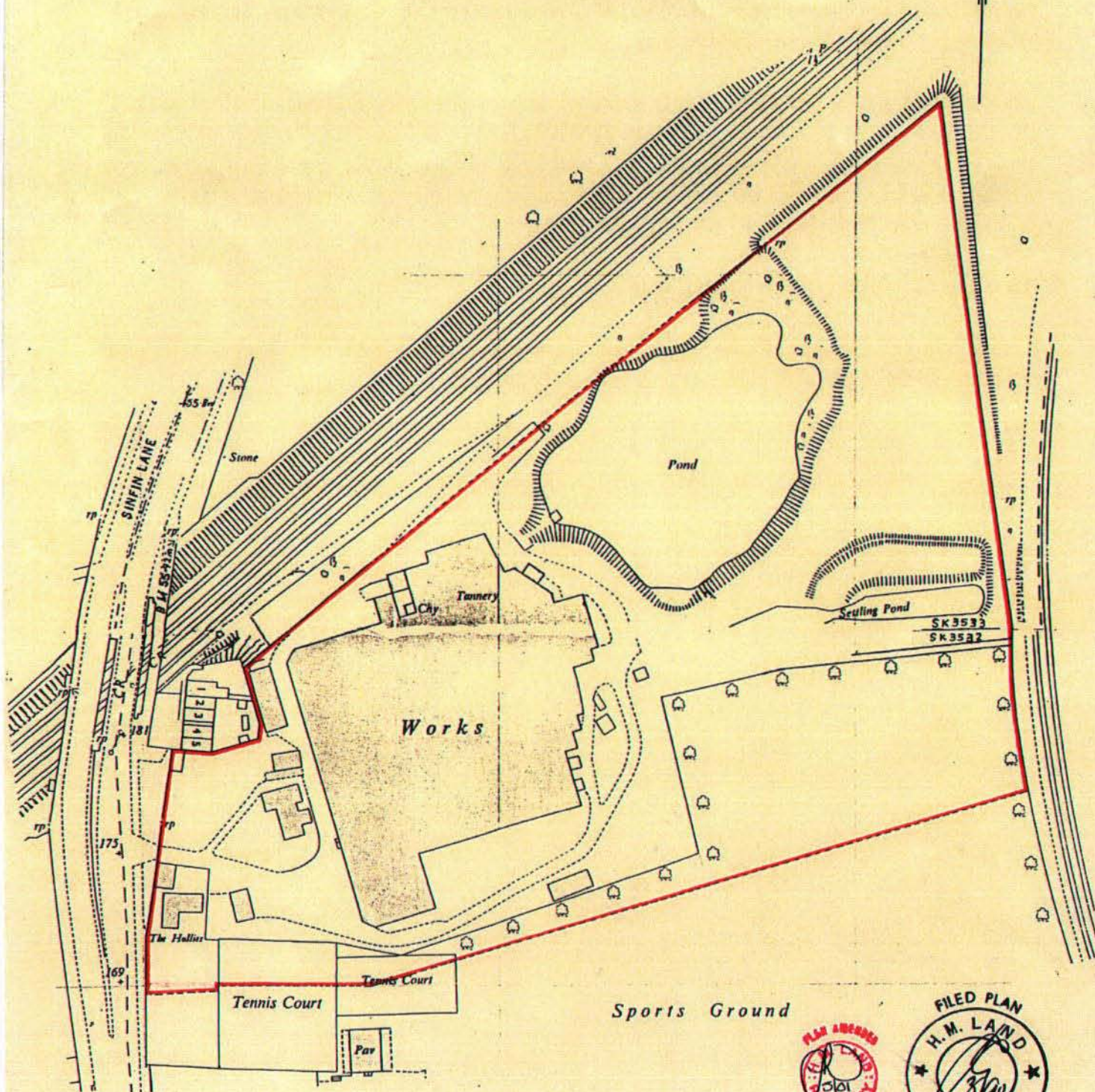
© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		DY 189121	
ORDNANCE SURVEY PLAN REFERENCE	SK 3532 SK 3533	SECTION	1/1250 Scale
COUNTY DERBYSHIRE	DISTRICT DERBY	© Crown copyright 1988	

ADMINISTRATIVE AREA

The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information

CITY OF DERBY



Title number DY189121

A: Property Register continued

NOTE: Copy plan filed.

- 3 (15.01.2001) The filed plan has been amended as to the southern boundary.

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

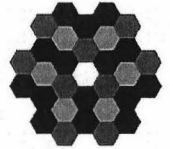
- 1 PROPRIETOR: DERBY CITY COUNCIL of Council House, Corporation Street, Derby DE1 2FS.

C: Charges Register

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

- 1 (17.12.2009) UNILATERAL NOTICE in respect of an agreement for lease contained in a Project Agreement dated 8 December 2009 made between (1) Derby City Council (2) Derbyshire County Council and (3) Resource Recovery Solutions (Derbyshire) Limited.
- 2 (17.12.2009) BENEFICIARY: Resource Recovery Solutions (Derbyshire) Limited of Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey Warrington Cheshire WA5 3LP.

End of register



Official copy of register of title

Title number DY189121

Edition date 17.12.2009

- This official copy shows the entries on the register of title on 14 AUG 2014 at 10:43:45.
- 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 14 Aug 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Nottingham Office.

A: Property Register

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

CITY OF DERBY

- 1 (17.04.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings on the east side of Sinfin Lane, Derby.
- 2 The land has the benefit of the following rights reserved by a Conveyance of adjoining land dated 4 June 1947 made between (1) William Hadden Richardson and others (Vendors) and (2) International Combustion Limited:

"EXCEPTING NEVERTHELESS AND RESERVING out of the conveyance hereby made unto the Vendors and their successors in title owner or owners for the time being of the property adjoining on the north side of the property hereby conveyed the following rights:

(a) The full and free right to the passage and running of water and soil as at present from the said adjoining property of the Vendors through the existing drains and overflow pipe shown by dotted lines on the said plan running under the property hereby conveyed between the points marked "A" and "B" "C" and "D" and "G" and "H" on the said plan

(b) The right at their own expense to lay and construct an additional drain or sewer alongside the existing drain marked "C" and "D" on the said plan and also to lay a drain under the property hereby conveyed in the position shown by red dotted lines on the said plan between the points marked thereon "E" and "F" and the full and free right to the passage and running of water and soil from the said adjoining property of the Vendors through such drains and sewers provided always that the right to lay such drains and sewers shall only subsist so long as the respective sites thereof shall not be built upon

(c) The right to enter upon the property hereby conveyed for the purpose of repairing and cleansing all the drains sewers and overflow pipe mentioned in the preceding Sub-clauses (a) and (b) or of removing therefrom any obstruction."

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 14 August 2014 shows the state of this title plan on 14 August 2014 at 10:40:27. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, 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. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Nottingham Office .

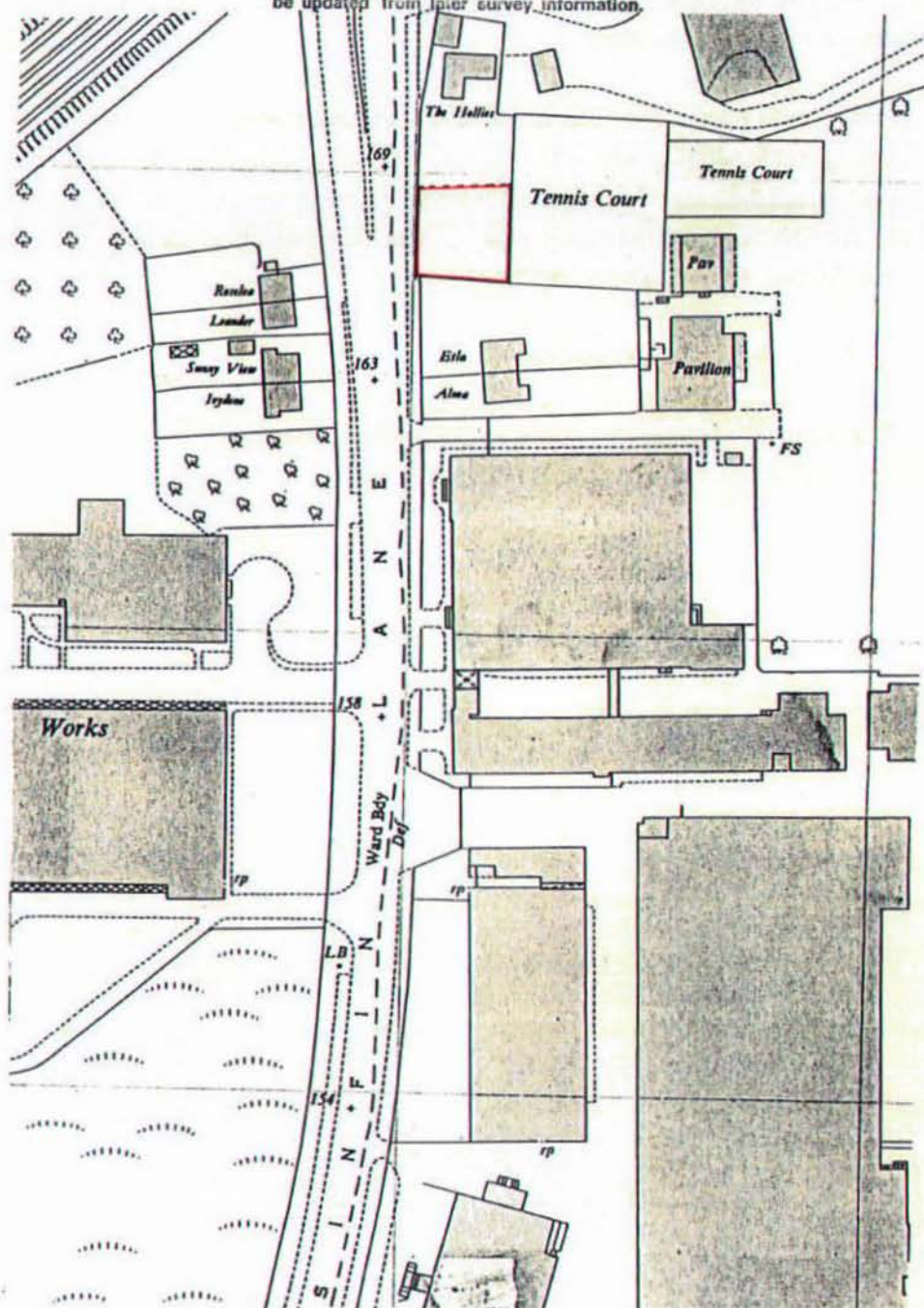
© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER	
		DY 184684	
ORDNANCE SURVEY PLAN REFERENCE	SK3532	SECTION	1/1250 Scale
COUNTY DERBYSHIRE		DISTRICT DERBY	
© Crown copyright 1988			

ADMINISTRATIVE AREA

CITY OF DERBY

The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



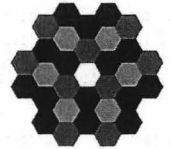
C: Charges Register continued

(Transferor) contains restrictive covenants.

NOTE: Original filed.

- 3 The land is subject to the rights reserved by the Transfer dated 22 November 1988 referred to above.
- 4 (17.12.2009) UNILATERAL NOTICE in respect of an agreement for Lease contained in a Project Agreement dated 8 December 2009 made between (1) Derby City Council, (2) Derbyshire County Council and (3) Resource Recovery Solutions (Derbyshire) Limited.
- 5 (17.12.2009) BENEFICIARY: Resource Recovery Solutions (Derbyshire) Limited of Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey Warrington Cheshire WA5 3LP.

End of register



Official copy of register of title

Title number DY184684

Edition date 17.12.2009

- This official copy shows the entries on the register of title on 14 AUG 2014 at 10:40:26.
- 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 14 Aug 2014.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Nottingham Office.

A: Property Register

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

CITY OF DERBY

- 1 (06.08.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the east side of Sinfin Lane, Derby.
- 2 The Transfer dated 22 November 1988 referred to in the Charges Register contains a provision as to light or air.

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 PROPRIETOR: DERBY CITY COUNCIL of Council House, Corporation Street, Derby DE1 2FS.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 4 June 1947 made between (1) William Hadden Richardson and others and (2) International Combustion Limited contains restrictive covenants and reserves rights of drainage and ancillary rights of entry.

NOTE: Original filed under DY66760.

- 2 A Transfer of the land in this title dated 22 November 1988 made between (1) Bowmer & Kirkland Limited (Transferee) (2) James Hadden Richardson and others and (3) Northern Engineering Industries Plc

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.