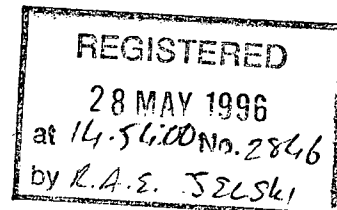


2846

RAE JELSKI

1996

145400



MALEW

THIS DEED made this 22nd day of May One thousand

nine hundred and ninety-six BETWEEN SYDNEY JAMES MILLIGAN formerly of Norhyrst Phildraw Road in the Parish of Malew but now of Nookery Hill Abbey Road Ballasalla in the Parish of Malew (hereinafter referred to as "the Vendor"

which expression unless inconsistent with the context shall include the executors and administrators of the said Sydney James Milligan of the one part and

CARLINGTON LIMITED a Company incorporated in the Isle of Man and having its Registered Office situate at Moll Suite Mollfort House Water Street in the

Town of Ramsey (hereinafter referred to as "the Purchaser" which expression

unless inconsistent with the context shall include the successors of the said Carlington Limited) of the other part WITNESSETH that the Vendor in

consideration of the sum of Two Hundred and Thirty Five Thousand Pounds (£235,000.00) to the Vendor now paid by the Purchaser (the receipt whereof is

hereby acknowledged Doth Hereby grant bargain and for ever absolutely SELL

and CONVEY unto the Purchaser ALL and SINGULAR the hereditaments and premises set forth and described in the Schedule hereto (hereinafter referred to as

"the Scheduled Property") TOGETHER with all ways waters watercourses easements liberties rights members privileges and appurtenances thereto belonging

or in anywise appertaining or reputed or known as part or parcel thereof or appurtenant thereto TO HAVE and TO HOLD the same unto the Purchaser in fee

simple from the day of the date hereof absolutely and for ever but SUBJECT nevertheless to and with the benefit of all covenants conditions restrictions

provisoes and agreements affecting the Scheduled Property and contained or referred to in any Deed of Conveyance or other instrument of title thereof prior in

date hereto and duly recorded AND IN PARTICULAR those contained or referred to in (1) a certain Indenture bearing date the 11th day of November 1904

made between William Christian Cubbon of the first part Phillip Christian and

another Trustees under a Settlement executed by Charlotte Cubbon on the 4th day of December 1903 of the second part the said Charlotte Cubbon of the third part and the Highway Board of the fourth part and (2) a Deed of Conveyance bearing date the 18th day of June 1938 from Rushen Abbey And Gardens Limited to Lillian Maude Simcocks so far forth as the same are now validly subsisting and capable of being enforced and SUBJECT ALSO to all easements legally existing thereover AND IN PARTICULAR the right of way over the Public Footpath referred to in a Deed of Conveyance bearing date the 4th day of May 1948 from Rushen Abbey And Gardens Limited to Lillian Maude Simcocks and (2) the Public Right of Way referred to in the Affidavit of William Henry Vincent Secretary to the Isle of Man Highway and Transport Board sworn on the 12th day of July 1977 in the matter of the Public Rights of Way Acts 1961 and 1970 AND the Purchaser (with the object and intention of affording to the Vendor a full and sufficient indemnity in respect of the said covenants conditions restrictions provisoes and agreements but not further or otherwise) Doth Hereby covenant with the Vendor that the Purchaser will at all times hereafter observe perform and be bound by all the said covenants conditions restrictions provisoes and agreements and will indemnify and save harmless the Vendor from and against all liability or responsibility the Vendor may incur by reason of any future breach non-observance or non-performance thereof

AND the Vendor Doth Hereby covenant with the Purchaser that the Vendor has good right full power and lawful authority to grant and convey the Scheduled Property in manner aforesaid and that the Vendor shall and will warrant maintain uphold and defend the same unto the Purchaser FREE FROM ENCUMBRANCES and from and against the claim challenge and demand of all and every persons and person whomsoever

IN WITNESS WHEREOF the parties hereto have executed these presents this the day month and year first before written

SCHEDULE WITHIN REFERRED TO

ALL and SINGULAR (a) that plot of land part of the Estate of Rushen Abbey situate abutting Abbey Road Ballasalla in the Parish of Malew and being part of the larger of the two plots of land delineated and coloured pink on the plan annexed to a Deed of Conveyance bearing date the 16th day of May 1963 from Herbert Harold Simcocks and Robert Kinley Eason Trustees of the Will of Lillian Maude Simcocks deceased to William Montague Simcocks Together with the dwelling house formerly called and known as "Always" but now called and known as "Nookery Hill" and all other buildings thereon erected and to which said hereditaments and premises (inter alia) the Vendor became entitled by Deed of Conveyance bearing date the 12th day of February 1985 from Herbert Harold Simcocks and Amy Maud Marjorie Walton Trustees of the Will of William Montague Simcocks deceased

(b) The right title and interest (if any) of the Vendor in and to that plot of land part of the estate of Rushen Abbey aforesaid situate abutting Abbey Road Ballasalla aforesaid and being represented (for identification purposes only) on the plan annexed to a Deed of Conveyance bearing date the 19th day of February 1985 from the Government Property Trustees to the Vendor by the portion delineated and coloured pink

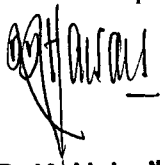
(c) The right title and interest (if any) of the Vendor in and to that plot of land part of the Estate of Rushen Abbey aforesaid situate abutting Abbey Road Ballasalla aforesaid and being represented (for identification purposes only) on the plan annexed to a Deed of Conveyance bearing date the 26th day of April 1996 from the Department of Local Government and the Environment to the Vendor by the portion delineated and edged red

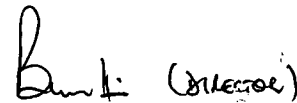
SIGNED and DELIVERED by the
Vendor in the presence of :-


ARTHUR SUTHERLAND
24 ATHOL STREET
DOUGLAS



SEALED SIGNED and DELIVERED by the
Purchaser in the presence of :-


R. K. Halsall,
Water Street,
Ramsey.
Advocates Managing Clerk.

 (DIRECTOR)

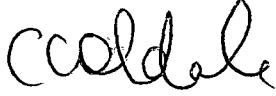
 (DIRECTOR)

GENERAL REGISTRY, ISLE OF MAN

28 MAY 1996

I certify that the foregoing Deed numbered
.....²⁸⁴⁶..... was this day at the hour of
14.54⁰⁰ received by me at this office for the pur-
pose of being Registered and Recorded according to
Law and the same is duly Registered and Recorded.

Dated 22nd May 1996


Deputy Assistant Chief Registrar

M A L E W

Between:

SYDNEY JAMES MILLIGAN

and

CARLINGTON LIMITED

Deed of Conveyance

Messrs Gelling Johnson Farrant
Advocates
24 Athol Street
Douglas
Isle of Man
IM1 1JA