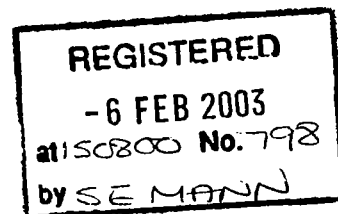


2003
MALEW

THIS DEED made this 31st day of ~~OCTOBER~~ Two Thousand and Two (2002) BETWEEN CARLINGTON LIMITED a Company incorporated in the Isle of Man and having its Registered Office situate at PO Box 235 3rd Floor Goldie House Upper Church Street in the Borough of Douglas (hereinafter called "the Vendor" which expression unless inconsistent with the context shall include its successors and assigns) of the one part and ~~JEAN~~ ^{BARBARA} THOMPSON of 5 Viking Hill Ballakillowey Colby in the Parish of Arbory (hereinafter called "the Purchaser" which expression unless inconsistent with the context shall include the executors administrators and assigns of the said Jean Thompson) of the other part

WITNESSETH that the Vendor in consideration of the sum of **THREE HUNDRED AND SIXTY FIVE THOUSAND POUNDS (£365,000.00)** to the Company in hand 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 specified in the Schedule hereto (hereinafter referred to as "the Scheduled Property") **WITH** all ways waters watercourses liberties privileges easements rights and advantages whatsoever appertaining to the Scheduled Property or any part thereof or used occupied or enjoyed therewith 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 agreements and stipulations affecting the Scheduled Property and contained or referred to in any Deed of Conveyance or other instrument of title prior in date hereto and duly recorded in the General Registry **AND IN PARTICULAR** those 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 and Phillip Christian and other Trustees under Settlement executed by Charlotte Cubbon on the 4th day of December 1903 of the second 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 rights of way water light and other easements legally existing in or over the Scheduled Property **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

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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 Act 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 agreements and stipulations 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 agreements and stipulations and will keep the Vendor indemnified against all actions suits proceedings costs damages claims demands and liability in respect of any breach thereof arising after the date hereof...

AND the Vendor Doth Hereby **COVENANT** with the Purchaser that it the Vendor hath good right full power and lawful authority to grant bargain sell 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 hereunto subscribed their names 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 Ballsalla 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 hereditaments and premises (inter alia) the Vendor became entitled by Deed of Conveyance bearing date the 22nd day of May 1996 from Sydney James Milligan

(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 upon 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 Sydney James Milligan by the portion delineated and coloured pink; and

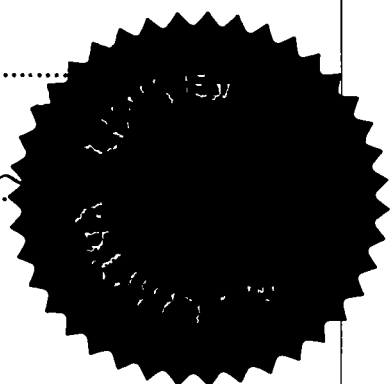
(c) The right title and interest (if any) of the Vendor in and to that plot of land part of the Estate of Rushen Abbey aforesaid situate abutting Abbey Road Ballasalla aforesaid being represented (for identification purposes only) on the plan annexed to a Deed of Conveyance bearing date the 26th day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

EXECUTED AS A DEED by the:
Vendor in the presence of:-

Witness M. Corkill
Name M. CORKILL
Address 510 THIRD FLOOR,
GOLDIE HOUSE, UPPER CHURCH
STREET, DOUGLAS, ISLE OF MAN
Occupation ADMINISTRATOR

[Signature]
Director

[Signature]
Director/Secretary



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

Witness M. D. Kennaugh
Name MARIAN DOROTHY KENNAUGH
Address Derby House
Parliament Square
Castletown Isle of Man
Occupation Advocates Clerk

[Signature]
Jean Thompson

DATED 31st OCTOBER

2002

RUSHEN

Between:

CARLINGTON LIMITED

and

BARBARA JEAN THOMPSON

DEED OF CONVEYANCE

re:-

"Nookerv Hill" Abbey Road Ballasalla

Dickinson Cruickshank & Co.,
Advocates,
Water Street,
RAMSEY.