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Title Number LA876215

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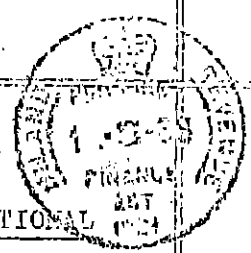
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ISSUED BY
THE LYTHAM DISTRICT LAND REGISTRY

LA 304776



I hereby certify that
this is a true copy
of the original deed
dated 28th July 1942
L. Breckin
Chief Reg. Officer
Lytham Dist. Reg. Office

THIS CONVEYANCE is made the twenty-eighth day of April
One thousand nine hundred and Sixty Eight BETWEEN the NATIONAL
COAL BOARD (hereinafter called "the Board") of the one part and
SKELMERSDALE DEVELOPMENT CORPORATION (incorporated by order made
in pursuance of the New Towns Act 1946) (hereinafter called "the
Purchasers") of the other part

WHEREAS:-

BY virtue of the provisions of the Coal Industry Nationalisation
Act 1946 the interests of the Coal Commission in the shafts and
disused workings hereinafter described became vested in the Board
and the Board have agreed to sell the same to the Purchasers
subject as hereinafter appearing for the sum of FIVE POUNDS

NOW THIS DEED WITNESSETH as follows:-

1 IN pursuance of the said agreement and in consideration
of the sum of FIVE POUNDS paid by the Purchasers to the Board
(the receipt whereof the Board hereby acknowledge) the Board as
Beneficial Owners hereby convey unto the Purchasers all those shafts
vested in the Board contained within the areas of land situate at
Skelmersdale in the County of Lancaster shown edged red on the plan
attached hereto (hereinafter referred to as "the shafts") together
with all disused workings (within a depth of fifty feet below
rock head) (hereinafter referred to as "the disused workings")
contained within the said areas EXCEPT AND RESERVING to the Board
in fee simple the right to work the coal and other minerals
belonging to the Board under or adjacent to the shafts and the
disused workings and to drive occupy and use roadways and other
works in the strata under or adjacent to the shafts or disused
workings or in or through the shafts or disused workings and any

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filling thereof without any obligation to leave subjacent or lateral support for the shafts or disused workings or for the filling cap or plug thereof or for any building structure or works erected constructed or placed in or over the same and without liability except as provided by the Coal-Mining (Subsidence) Act 1957 to make good or pay compensation for any damage or loss caused directly or indirectly by or in consequence of any mining operations under or adjacent to the shafts and the disused workings carried out by the Board or any other person before or after the date hereof TO HOLD the same (except and reserved as aforesaid) unto the Purchasers in fee simple subject to all matters subject to which the shafts and the disused workings are vested in the Board and in particular subject to any rights powers and easements exercisable over or in relation to the shafts and the disused workings by the owners (not being the Board) of any mines or minerals under or adjacent thereto.

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The Purchasers hereby covenant with the Board at all times hereafter to discharge any duty imposed on the Board in relation to the shafts and the disused workings whether at Common Law or in relation to the shafts by sub-section (1) of Section 152 of the Mines and Quarries Act 1954 or any statutory modification or re-enactment thereof for the time being in force and to fulfil all obligations imposed in relation to the shafts and the disused workings as to safety or otherwise which have effect by virtue of any Act of Parliament (except such obligations as are imposed upon the Board by the Coal-Mining (Subsidence) Act 1957 or any other legislation relating to subsidence damage for the time being in force which said Act and legislation are hereinafter together

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referred to as "the Subsidence Act") and to keep the Board indemnified against all actions costs claims and demands which arise in consequence of any failure to discharge the duty or fulfil the obligations aforesaid

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THE Purchasers hereby covenant with the Board to the intent and so as to bind (so far as practicable) the shafts and the disused workings and the land adjacent thereto and any part or parts thereof into whosoever hands the same may come and to benefit and protect any mines and minerals in which the Board have any interest and which provide subjacent or lateral support for the shafts and the disused workings or the said land or any part or parts thereof as follows:-

(a) not to deposit any matter in or fill in the shafts and the disused workings except in accordance with directions in writing given by the Board and not to deposit therein any effluent or noxious matter or thing likely to affect injuriously any water supply or which may cause a nuisance damage or annoyance or be harmful to property or persons in the neighbourhood or which by its nature could impede or interfere with any of the workings of the Board or result in the sterilisation of coal

(b) Not at any time hereafter to cause or permit to be erected constructed or placed on or over the shafts and the disused workings or on land within thirty feet of the centre of any shaft hereby conveyed at surface level any building structure or works or any addition to any

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existing building structure or works except in accordance with plans and specifications previously approved in writing by the Board PROVIDED that such approval shall not be withheld unless the design layout or method of construction of any such building structure or works or the materials to be used in the construction thereof do not conform to the reasonable requirements of the Board for minimising damage caused by subsidence and if any dispute shall arise between the Board and the Purchasers or any successor in title of the Purchasers as to whether such approval as aforesaid has been properly withheld such dispute shall in default of agreement be referred to the arbitration of a single arbitrator appointed by the parties hereto or their successors in title or in default of agreement of such appointment to two arbitrators one to be appointed by each of the parties hereto or their successors in title subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

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THE Purchasers covenant further with the Board as follows:-

- (a) not to give to the Board notice of the occurrence of any subsidence damage to the shafts and the disused workings or adjoining land or to any building structure or works now or hereafter erected constructed or placed or to be erected constructed or placed on or over the shafts and the disused workings or adjoining land or to take any other action in consequence of which the Board would be liable to execute any work make any payment or take any other action under the Subsidence Act in respect of the said damage or arising from such damage or the happening

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thereof _____

(b) to indemnify the Board against all liability (including liability to the Purchasers) and expenses arising or incurred under or by virtue of the Subsidence Act in respect of subsidence damage to the shafts and the disused workings or adjoining land or to any building structure or works as aforesaid arising from such damage or the happening thereof _____

(c) not to pump or otherwise extract water nor authorise or permit water to be pumped or otherwise extracted from the shafts or disused workings except such water as it may be necessary to extract for the purpose of laying pipes cables or sewers or for the purpose of the construction of foundations of buildings structures or works _____

(d) not to dispose of the shafts and the disused workings or grant any interest therein to any person or body of persons corporate or unincorporate or permit any person or persons as aforesaid to occupy or use the shafts and the disused workings without obtaining from such person or persons covenants in favour of the Board in the terms of the covenants (including this covenant) imposed on the Purchasers by virtue of this Conveyance } _____

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IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds FIVE THOUSAND FIVE HUNDRED POUNDS

IN WITNESS whereof the Board and the Corporation have set

S
WATSON

their seals the day and year first before written

THE SEAL of THE NATIONAL COAL)
BOARD was hereunto affixed
in the presence of:

[Signature]

Board
Member

[Signature]

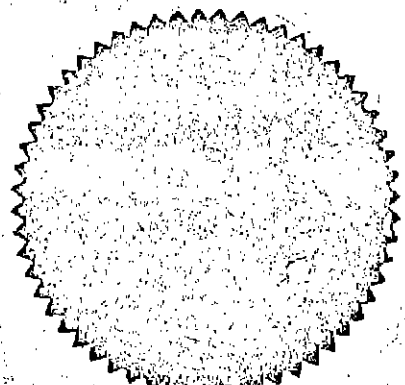
Assistant
Secretary



THE SEAL of SKELMERSDALE DEVELOPMENT)
CORPORATION was hereunto affixed in)
the presence of:

[Signature] Chairman

[Signature] General Manager



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