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DATED 18 October 2000 2001

UNITED NORWEST CO-OPERATIVES LIMITED

and

CO-OP HEALTH CARE LIMITED

ASSIGNMENT

re

Pharmacy at Recreation Drive
Billinge, Near Wigan

[Handwritten signature]

Cobbetts
Solicitors
Ship Canal House
King Street
Manchester
M2 4WB
(Ref: CP/01U0032940)

WE HEREBY CERTIFY THIS DOCUMENT
TRUE COPY OF THE ORIGINAL

18.10.01

Cobbetts

**COBBETTS SOLICITORS
SHIP CANAL HOUSE, KING STREET
MANCHESTER M2 4WB**

1. **Definitions**

In this Assignment:-

1.1. "the Assignor"

means **UNITED NORWEST CO-OPERATIVES LIMITED** whose registered office is at Wood House Etruria Road Hanley Stoke-on-Trent ST1 5NW

1.2. "the Assignee"

means **CO-OP HEALTH CARE LIMITED** whose registered office is at ~~Leader~~^{Wood} House ~~Greenfield Road Greenfield Business Park Congleton Cheshire CW12 4TR~~ ^{W009 W02A} ~~Etruria Road~~ ^{Hanley Stoke on Trent}

1.3. "the Demised Premises"

means the premises demised by and more particularly described in the Lease and shortly known as Recreation Drive Billinge near Wigan

1.4. "the Lease"

means the underlease of the Demised Premises dated 12 May 1998 made between Norwest Estates Services Limited (1) and the Assignor (2) and all deeds and documents supplemental thereto

1.5. "the Provisions"

means the covenants agreements and conditions contained in the Lease to be observed and performed by the tenant

1.6. "the Term"

means the period of years for which the Demised Premises was demised by the Lease and includes any period of holding over or extension or continuation of the Term

1.7. "the Act"

means the Landlord and Tenant (Covenants) Act 1995

2. **Recitals**

2.1. The Term is now vested in the Assignor

- 2.2. The Assignor has agreed with the Assignee to assign to it the Demised Premises for all the residue now unexpired of the Term
- 2.3. The Assignee has been entitled since 23 January 1999 to enter into the Demised Premises and occupy them as licensee of the Assignor and the Assignor has held the Demised Premises upon trust for the Assignee pending completion of this Assignment
- 2.4. The Lease is a new tenancy as defined by Section 1 of the Act

3. **Assignment**

- 3.1. In consideration of the covenant given by the Assignee contained in this deed the Assignor with full title guarantee **HEREBY ASSIGNS** to the Assignee the Demised Premises for the residue of the Term subject to the payment of rent reserved by the Lease and the performance and observance of the Provisions

4. **Covenant and Indemnity**

The Assignee **HEREBY COVENANTS** with the Assignor that the Assignee and its successors in title will throughout the period commencing on the date hereof and terminating on the date when the Assignee is released from the tenant's covenants pursuant to the provisions of the Act pay the rent reserved by the Lease and observe and perform the Provisions and indemnify the Assignor against all proceedings costs claims and expenses whatsoever in respect of any omission to pay the said rent or any breach of the Provisions

IN WITNESS of which this Deed was executed and is delivered on and takes effect from the day and year first before written:

THE COMMON SEAL of UNITED
NORWEST CO-OPERATIVES
LIMITED was hereunto affixed in the
presence of:-

W.D. Smith Director
A. Palmer Director
P. Ross Secretary

THE COMMON SEAL of CO-OP
HEALTH CARE LIMITED was
hereunto affixed in the
presence of:-

Director
P. Ross Secretary