

DATED Pls. do not date 2011

- THE HOLLYCOMBE WORKING STEAM MUSEUM LIMITED (1)
- THE JOINT COMMITTEE FOR THE NORTH OF ENGLAND OPEN
AIR MUSEUM (2)
- THE TRUSTEES OF THE NATIONAL
HERITAGE MEMORIAL FUND (3)

AGREEMENT

in respect of

a Variation of a Contract dated 19 November 1998
relating to Part of The Hollycombe Steam Collection

THIS AGREEMENT is made the Do day of not date 2011

BETWEEN:

- (1) **THE HOLLYCOMBE WORKING STEAM MUSEUM LIMITED** whose registered office is now at Newtown House Newtown Road Liphook Hampshire GU30 7DX (registered company number 3099322 and registered charity number 1061693) ("Company");

- (2) **THE COUNTY COUNCIL OF DURHAM; THE COUNCIL OF THE BOROUGH OF GATESHEAD; THE COUNCIL OF THE BOROUGH OF NORTH TYNESIDE; THE COUNCIL OF THE BOROUGH OF SOUTH TYNESIDE and THE COUNCIL OF THE CITY OF SUNDERLAND** as members of a joint committee established under sections 101 and 102 of the Local Government Act 1972 and known as **The Joint Committee for the North of England Open Air Museum** of County Hall Durham DH1 5UL ("Beamish"); and

- (3) **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of 7 Holbein Place, London SW1W 8NR ("NHMF")

WHEREAS

- (A) NHMF made a grant of Seven Hundred and Sixty Six Thousand Three Hundred Pounds (£766,300) ("the Grant") to the Company on the terms of a grant contract dated 19 November 1998 ("the Contract") made between NHMF and the Company enabling the Company to:
 - acquire part of the Hollycombe Steam Collection including (inter alia) the Lighthouse Slip

- (B) The Company wishes to transfer ownership of the Lighthouse Slip to Beamish and be released and discharged from its obligations under the Contract in respect only of its obligations in connection with the Lighthouse Slip as from the date of this Deed

- (C) NHMF has agreed to the transfer of ownership of the Lighthouse Slip to Beamish and to release and discharge the Company from its obligations under the Contract in respect of its obligations in connection with the Lighthouse Slip as from the date of this Agreement upon the terms of Beamish's undertaking to perform and be bound by the terms of the Contract in place of the Company in respect of the Lighthouse Slip.

NOW THIS DEED WITNESSES as follows:

1. Acceptance of liability by NHMF

In consideration of the release set out in Clause 3 NHMF agrees to be liable to Beamish in respect of all rights and obligations arising from the Grant insofar as they remain to be fulfilled in respect of the Lighthouse Slip as if the Contract had been made ab initio between NHMF the Company and Beamish and duly undertakes to discharge its liabilities in respect of the Grant insofar only as they relate to the Lighthouse Slip to Beamish in place of its liability to the Company.

2. Acceptance of liability by Beamish

In consideration of NHMF's acceptance of liability set out in Clause 1 Beamish agrees to accept the obligations of the Company to NHMF in respect of the Lighthouse Slip contained in the Contract in substitution for those of the Company as if the Contract had been made ab initio between NHMF the Company and Beamish

3. Release by the Company

In consideration of NHMF's acceptance of liability set out in Clause 1 the Company releases and discharges NHMF from all claims and demands whatsoever in respect of the Grant insofar as they relate to the Lighthouse Slip. The Company confirms that it has no claim against Beamish in respect of the Grant.

4. **Release by NHMF**

In consideration of Beamish's acceptance of liability set out in Clause 2 NHMF consents to the transfer of ownership of the Lighthouse Slip from the Company to Beamish in accordance with clause 5 of the Contract and releases and discharges The Company from all claims and demands whatsoever in respect of the Grant insofar only as they relate to the Lighthouse Slip.

5. **Law and Jurisdiction**

This Agreement shall be governed by English law and the parties irrevocably submit to the jurisdiction of the English Courts.

6. **Exclusion of Third Party Rights**

It is not intended that any term of this Agreement is enforceable by a third party under section 1 of the Contracts (Rights of Third parties) Act 1999.

For and on behalf of)
The Hollycombe Working Steam Museum Limited)

X
Please sign

X
Please print

For and on behalf of)
The Joint Committee for the North of England)
Open Air Museum)

X
Please sign

X
Please print

For and on behalf of)
The Trustees of the National Heritage)
Memorial Fund)

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Please sign

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Please print