

FORMAL TENDER

LAND AT PRESTON CROSS, LEDBURY

(To be completed in CAPITALS save for the signature(s))

To: Messrs John Amos & Company, of "Lion Court, Broad Street, Leominster, HR6 8LE"

I/We

of

..... Postcode.....

Telephone.....

Fax.....

Mobile.....

Signed:

Dated.....

Description	Tender Bid
Approximately 32.64 Acres of arable land at Preston Cross	£ <i>(words)</i>

MONEY LAUNDERING

In order to comply with anti-money laundering legislation all persons intending to bid for the site by Formal Tender should include with their Tender, photographic identification such as their passport, driving licence or other means of photographic identification (incl. address) either in their individual capacity or as an officer of a corporate entity.

Please attach a cheque for 10% of the bid price as a deposit together with a signed Contract of Sale. If you are unsuccessful, the cheque will be cancelled and returned to you. This Tender is based on the Contract of Sale and documentation within the Tender pack which will become binding upon acceptance of your offer.

I/We understand this is a legal document and that the Contract of Sale will become binding if the offer is accepted will require the signature of the parties on various Agreements.

Solicitor's Details: ~

Name:

Address:

Postcode.....

Telephone.....

Fax.....

Mobile.....

Signed:

Dated.....

Comments (if any)

THIS DOCUMENT IS A CONTRACT OF SALE. IF YOUR BID IS ACCEPTED YOU ARE OBLIGED TO COMPLETE THE PURCHASE ACCORDING TO THE CONDITIONS.

Mark Tender document

"SALE BY TENDER – LAND AT PRESTON CROSS, LEDBURY"
and return to

John Amos & Co, Lion Court, Broad Street, Leominster, Herefordshire, HR6 8LE
No Later than **12 NOON** on **THURSDAY 18TH APRIL 2019**

Dated

2019

JEREMY FRANK THOMAS, PAMELA SYBIL THOMAS and RICHARD ADRIAN EDWARDS

AND

ANDREW MICHAEL THOMAS

AND

[BUYER]

Contract for the Sale of Freehold Land With Vacant Possession

At

32.64 acres of land at White House Farm, Preston Cross, Ledbury HR8 2LH

Thursfields
Solicitors

We have offices in Birmingham, Halesowen, Kidderminster, Sedgley, Solihull, Stourport-on-Severn and Worcester.

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THIS CONTRACT IS DATED

PARTIES

- (1) **JEREMY FRANK THOMAS** of High House Farmhouse, Preston Cross, Ledbury, Herefordshire HR8 2LH, **PAMELA SYBIL THOMAS** of White House Farmhouse, Preston Cross, Ledbury, Herefordshire HR8 2LH and **RICHARD ADRIAN EDWARDS** care of West Lodge, Rainbow Street, Farmhouse, Leominster, Herefordshire HR6 8DQ as Personal Representative of the late **GILLIAN MARY THOMAS** (the "Seller");
- (2)
- (the "Buyer"); and
- (3) **ANDREW MICHAEL THOMAS** of White House Farm, Preston Cross, Ledbury, Herefordshire HR8 2LH (the "Entitlement Owner").

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this contract.

1.1 Definitions:

"**Basic Payment Scheme**" means the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme, whether resulting from CAP Reform or otherwise, and including any similar or analogous scheme established under domestic legislation.

"**Buyer's Conveyancer**" means

"**CAP**" means Common Agricultural Policy.

"**CAP Reform**" means the implementation of the agreement on the reform of the CAP under Regulations (EU) 1305/2013, 1306/2013, 1307/2013 and 1308/2013 of the European Parliament and of the Council and any similar replacement or additional legislative instruments and all associated delegated and implementing acts, and all legislation, guidance and codes of practice made from time to time under them by the UK government or any devolved authority applicable to the Property, in each case as amended, extended or re-enacted from time to time.

"**Charge**" means the charge appearing at entry 2 of the charges register of title number GR274666 as at 14th March 2019 and timed 16:11:40 in favour of Lloyds Bank PLC in so far as it affects the Property.

"**Completion Date**" means 10th May 2019

"**Contract Rate**" means interest at 4% per annum above the base rate from time to time of Barclays Bank plc.

"**Defra**" means the Department for Environment, Food and Rural Affairs and any successor ministry or department.

"Deposit" means £ (exclusive of VAT).

"Electronic Payment" means payment by electronic means in same day cleared funds from an account held in the name of the Buyer's Conveyancer at a clearing bank to an account in the name of the Seller's Conveyancer.

"Entitlements" means 13.21 payment entitlements for subsidy payment under the Basic Payment Scheme and any similar replacement entitlements, whether resulting from CAP Reform or otherwise, and including any replacement entitlements established under domestic legislation.

"Expert" means has the meaning given in clause **Error! Reference source not found..**

"Formal Tender Form" means the formal tender form annexed to this Agreement.

"Part 1 Conditions" means the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition) and **Condition** means any one of them.

"Part 2 Conditions" means the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition).

"Plan" means the plan attached to this contract.

"Property" means the freehold property comprising 32.64 acres or thereabouts at White House Farm, Preston Cross, Ledbury, Herefordshire HR8 2LH and registered at HM Land Registry with title absolute under title numbers GR274666 and more specifically shown edged red on the plan annexed to the transfer.

"Purchase Price" means £ (exclusive of VAT).

"RPA" means the Rural Payments Agency responsible for the administration of the Basic Payment Scheme in England and any other body discharging similar functions from time to time.

"Search Fees" means the sum of £641.99 inc VAT to be paid by the Buyer to the Seller's Conveyancer by Electronic Payment at Completion as consideration for the provision of the following search results:

- a) Local land charges register search;
- b) Local authority search (including optional searches):
 - I. Pipelines;
 - II. Common Land and Town or Village Green;
- c) Chancel risk search;
- d) Environmental search;
- e) Agricultural credit search.

"Seller's Agent" means John Amos & Co of Lion Court, Broad Street, Leominster HR6 8LE (ref:)

"Seller's Conveyancer" means Thursfields Solicitors of 9-10 The Tything, Worcester WR1 1HD Fax: 01905 730 499 (ref: SDR/E02515/0002).

"Tender Terms and Conditions" means the terms and conditions attached to this Agreement.

"VAT" means value added tax chargeable in the UK.

"Written replies" means

- (a) written replies that the Seller's Conveyancer has given prior to exchange of this agreement to any written enquiries raised by the Buyer's Conveyancer; or
- (b) written replies to written enquiries given prior to exchange of this agreement by the Seller's Conveyancer to the Buyer's Conveyancer.

- 1.2 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A reference to **"writing"** or **"written"** excludes fax and email.
- 1.6 Unless the context otherwise requires, references to and clauses are to the clauses of this contract.
- 1.7 Clause and paragraph headings shall not affect the interpretation of this contract.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.11 For the purposes of the definition of Written Replies, written replies and written enquiries include any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the "Agriculture and rural land standard enquiries."

2. Sale and purchase

- 2.1 The Seller will sell and the Buyer will buy the Property and the Entitlement Owner shall sell and the Buyer shall buy the Entitlements, for the Purchase Price on the terms of this contract.
- 2.2 The Purchase Price will be apportioned:
 - 2.2.1 as to the Property the sum of £ ;
 - 2.2.2 as to the Entitlements the sum of £1,849.40 (**Entitlement Price**) (the Entitlement Owner shall be entitled to charge VAT on the Entitlement Price);
- 2.3 The Entitlement Owner warrants that, as regards the Entitlements:
 - 2.3.1 the has good and marketable title to each of them;
 - 2.3.2 each of them is legally and beneficially owned by him; and
 - 2.3.3 with the exception of any relevant matters in clause 9.1 that affect them, there are no Encumbrances over any of them and the Entitlement Owner has not agreed to create any Encumbrances over them or any part of them.
- 2.4 The Buyer cannot require the Seller to:
 - 2.4.1 transfer the Property or any part of it to any person other than the Buyer;
 - 2.4.2 transfer the Property in more than one parcel or by more than one transfer; or
 - 2.4.3 apportion the Purchase Price between different parts of the Property.
- 2.5 The Sellers are trustees without any beneficial interest in the Property and will only be liable in damages under this Agreement to the extent that they are actually able to be indemnified as from the assets of the estate of the late Gillian Mary Thomas PROVIDED that they are entitled to be so indemnified as personal representatives of the estate.

3. Conditions

- 3.1 The Part 1 Conditions are incorporated in this contract so far as they:
 - 3.1.1 apply to a sale by private treaty;
 - 3.1.2 relate to freehold property;
 - 3.1.3 are not inconsistent with the other clauses in this contract; and
 - 3.1.4 have not been modified or excluded by any of the other clauses in this contract.
- 3.2 The terms used in this contract have the same meaning when used in the Part 1 Conditions.
- 3.3 The following Conditions are amended:

- 3.3.1 Condition 1.1.1(d) is amended so that reference to the completion date in Condition 1.1.1(d) refers instead to the Completion Date as defined in this contract.
- 3.3.2 Condition 1.1.1(e) is amended so that reference to the contract rate in Condition 1.1.1(e) refers instead to the Contract Rate as defined in this contract.
- 3.3.3 Condition 1.1.1(o) is amended so that reference to VAT in Condition 1.1.1(o) refers instead to VAT as defined in this contract.
- 3.3.4 Condition 7.6.3 is amended so that reference to "Condition 4.1.2" is reference to "clause 9".
- 3.4 Condition 1.1.4(a) does not apply to this contract.
- 3.5 The Part 2 Conditions are not incorporated into this contract.

4. **Risk and insurance**

- 4.1 With effect from exchange of this **contract**, the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property.
- 4.2 No damage to or destruction of the Property nor any deterioration in its condition, however caused, will entitle the Buyer either to any reduction of the Purchase Price or to refuse to complete or to delay completion.
- 4.3 Conditions 8.2.2, 8.2.3 and 8.2.4(b) do not apply to this **contract**.

5. **Deposit**

- 5.1 On the date of this **contract**, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
- 5.2 The Deposit must be paid by **Electronic Payment**.
- 5.3 Conditions 3.2.1, 3.2.2 and 9.8.3 do not apply to this **contract**.
- 5.4 The provisions of clause 5.5, to clause 5.8 (inclusive) will only apply if:
 - 5.4.1 the Deposit is less than 10% of the Purchase Price; or
 - 5.4.2 no Deposit is payable on the date of this **contract**.
- 5.5 In this clause, the expression "**Deposit Balance**" means:
 - 5.5.1 (where the Deposit is less than 10% of the Purchase Price) the sum calculated by deducting the Deposit from 10% of the Purchase Price; or
 - 5.5.2 (where no Deposit is payable on the date of this **contract**) a sum equal to 10% of the Purchase Price.
- 5.6 If completion does not take place on the Completion Date due to the default of the Buyer, the Buyer will immediately pay to the Seller's Conveyancer the Deposit Balance

(together with interest on it at the **Contract Rate** for the period from and including the Completion Date to and including the date of actual payment) by Electronic Payment.

5.7 After the Deposit Balance has been paid pursuant to clause 5.6, it will be treated as forming part of the Deposit for all purposes of this **contract**.

5.8 The provisions of clause 5.5, clause 5.6 and clause 5.7 (inclusive) are without prejudice to any other rights or remedies of the Seller in relation to any delay in completion.

6. Deducing title

6.1 The Seller's title to the Property has been deduced to the Buyer's Conveyancer before the date of this contract.

6.2 The Buyer is deemed to have full knowledge of the title and is not entitled to raise any objection, enquiry or requisition in relation to it.

6.3 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this **contract**.

7. Vacant possession

The Property will be sold with vacant possession on completion

8. Title guarantee

8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with limited title guarantee

8.2 The implied covenants for title are modified so that:

8.2.1 the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Buyer's failure to:

8.2.1.1 make proper searches; or

8.2.1.2 raise requisitions on title or on the results of the Buyer's searches ; and

8.2.2 the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Seller.

8.3 Condition 7.6.2 does not apply to this **contract**.

9. Matters affecting the Property

9.1 The Seller will sell the Property free from incumbrances other than:

9.1.1 any matters, other than the Charge, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 14 March 2019 and timed at 16:11:40 under title number GR274666;

9.1.2 any matters discoverable by inspection of the Property before the date of this contract;

- 9.1.3 any matters which the Seller does not and could not reasonably know about;
 - 9.1.4 any matters, other than the Charges, disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into this contract;
 - 9.1.5 public requirements; and
 - 9.1.6 any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 9.2 Conditions 4.1.1, 4.1.2 and 4.1.3 do not apply to this contract.
- 9.3 The Buyer is deemed to have full knowledge of the matters referred to in clause 9.1 and will not raise any enquiry, objection, requisition or claim in respect of any of them.

10. Transfer

- 10.1 The transfer to the Buyer will be in the agreed form annexed to this contract
- 10.2 The Buyer and the Seller will execute the transfer in original and counterpart.
- 10.3 Condition 7.6.5(b) does not apply to this **Contract**.

11. VAT

- 11.1 Each amount stated to be payable by the Buyer to the Seller under or pursuant to this **contract** is exclusive of VAT (if any).
- 11.2 If any VAT is chargeable on any supply made by the Seller under or pursuant to this **contract**, the Buyer will on receipt of a valid VAT invoice, pay the Seller an amount equal to that VAT as additional consideration on completion.
- 11.3 Conditions 2.1 and 2.2 do not apply to this **contract**.

12. Completion

- 12.1 Completion will take place on the Completion Date.
- 12.2 Condition 9.1.1 does not apply to this **contract**.
- 12.3 Conditions 9.1.2 and 9.1.3 are varied by the deletion of 2.00 pm as the stipulated time and the substitution of 1.00 pm.
- 12.4 Condition 1.1.3(b) is amended to read: "in the case of the seller, even though a mortgage remains secured on the property, if the amount to be paid on completion enables the property to be transferred freed of all mortgages, (except those to which the **sale** is expressly subject) or if the seller produces reasonable evidence that this is the case."
- 12.5 Condition 9.4 is amended to add, "(d) any other sum which the parties agree under the terms of the **contract** should be paid or allowed on completion".

- 12.6 Condition 9.7 is amended to read: "The buyer is to pay the money due on completion by Electronic Payment and, if appropriate, by an unconditional release of a deposit held by a stakeholder".

13. Buyer's acknowledgement of condition

The Buyer acknowledges that before the date of this contract, the Seller has given the Buyer and others authorised by the Buyer, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Property. The Buyer has formed the Buyer's own view as to the condition of the Property and the suitability of the Property for the Buyer's purposes.

14. Basic Payment Scheme

- 14.1 The Entitlement Owner sells the Entitlements to the Buyer for the Entitlement Price.
- 14.2 The Entitlement Owner warrants that he will use reasonable endeavours to transfer the Entitlements to the Buyer following Completion and in any event before 15 May 2019.
- 14.3 The Entitlement Owner and the Buyer warrant with each other that they will take all reasonable steps to ensure the transfer of the Entitlements to the Buyer, including co-operating in good faith and providing each other, the RPA and Defra promptly with all information and documentation that any of them may reasonably require in relation to the transfer.
- 14.4 The Buyer is entitled to the Basic Payment Scheme payment for the claim year in which completion takes place.
- 14.5 The Buyer warrants that the Buyer is registered on the Rural Payments Service and meets all other requirements for a valid transfer of Basic Payment Scheme entitlements, and that the Buyer will remain registered and until the Entitlements are registered in the Buyer's name. Loss of all or any of the Entitlements resulting from the Buyer's failure to satisfy either or both of those requirements will be borne solely by the Buyer and will not entitle the Buyer to any repayment of the Entitlement Price and the Buyer will indemnify the Entitlement Owner against all liabilities, costs, expenses, damages and losses suffered or incurred by the Entitlement Owner by reason of the Buyer's failure to satisfy either or both of those requirements.
- 14.6 If one party gives notice to the other of the possibility that any provision in this contract relating to the Basic Payment Scheme or the Entitlements has not had its intended commercial effect, the Buyer and the Entitlement Owner agree to:
- 14.6.1 act in fairness and work together to achieve its intended commercial effect; and
- 14.6.2 negotiate in good faith to amend such provision so that, to the greatest extent possible, it achieves the intended commercial effect of the original provision.
- 14.7 Any dispute arising out of or in connection with this clause shall be referred to and finally resolved by expert determination.

15. Entire agreement

- 15.1 This **contract** and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence,

negotiations, arrangements, understandings and agreements between them relating to their subject matter.

15.2 The Buyer acknowledges that in entering into this **contract** and any documents annexed to it the Buyer does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those:

15.2.1 set out in this **contract** or the documents annexed to it; or

15.2.2 contained in any Written Replies.

15.3 Nothing in this clause shall limit or exclude any liability for fraud.

15.4 Condition 10.1 is varied to read, "If any plan or statement in the **contract**, or in Written Replies, is or was misleading or inaccurate due to any error or omission, the remedies available are as follows..."

15.5 This contract may be signed in any number of duplicate parts all of which taken together will on exchange constitute one contract.

16. Joint and several liability

16.1 Where the Buyer or the Seller comprises more than one person, those persons will be jointly and severally liable for the Buyer's obligations and liabilities arising under this contract. The Seller may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

16.2 Condition 1.2 does not apply to this contract.

17. Notices

17.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.

17.2 Any notice or document to be given or delivered under this contract must be:

17.2.1 delivered by hand; or

17.2.2 sent by pre-paid first class post or other next working day delivery service.

17.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:

17.3.1 to the Seller's Conveyancer, quoting the reference SDR/E02515/0002;

17.3.2 to the Buyer at:

Fax:

marked for the attention of:

or at the Buyer's Conveyancer, quoting the reference:

or as otherwise specified by the relevant party by notice in writing to the other party.

17.4 Any change of the details in clause 17.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

17.4.1 the date, if any, specified in the notice as the effective date for the change; or

17.4.2 the date five working days after deemed receipt of the notice.

17.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

17.6 Any notice or document given or delivered in accordance with clause 17.1, clause 17.2 and clause 17.3 will be deemed to have been received:

17.6.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or

17.6.2 if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting ; or

17.6.3 if sent through the DX, at 9.00 am on the second working day after being put into the DX

17.7 In proving delivery of a notice or document, it will be sufficient to prove that:

17.7.1 a delivery receipt was signed; or

17.7.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service; or

17.7.3 the envelope containing the notice or document was properly addressed and was put in the DX.

17.8 A notice or document given or delivered under this **contract** shall not be validly given or delivered if sent by email.

17.9 Condition 1.3 does not apply to this **contract**.

17.10 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. Third party rights

18.1 A person who is not a party to this contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

18.2 Condition 1.5 is excluded.

19. Governing law

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this contract or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by **JEREMY FRANK THOMAS:**

.....

Signed by **PAMELA SYBIL THOMAS:**

.....

Signed by **RICHARD ADRIAN EDWARDS:**

.....

Signed by **BUYER**

.....

Signed by **ANDREW MICHAEL THOMAS**

.....

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: GR274666
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: Edged red. <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Jeremy Frank Thomas and Pamela Sybil Thomas and Richard Adrian Edwards as Personal Representatives for the late Gillian Mary Thomas (deceased) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

7	Transferee's intended address(es) for service for entry in the register:
8	The transferor transfers the property to the transferee
9	<p>Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p style="padding-left: 40px;">Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input type="checkbox"/> full title guarantee</p> <p><input checked="" type="checkbox"/> limited title guarantee</p> <p>10.1 The covenants implied under the LPMPA 1994 are modified so that:</p> <p>10.1.1 the covenant set out in section 2(1)(b) of the LPMPA 1994 shall not extend to costs arising from the Transferee's failure to:</p> <p style="padding-left: 40px;">(i) make proper searches; or</p> <p style="padding-left: 40px;">(ii) raise requisitions on title or on the results of the Transferee's searches; and</p> <p>10.1.2 the covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12	<p>Additional provisions</p> <p>For the purpose of this clause:-</p> <p>"Title Register" is the register for title GR274666 as at 14th March 2019 and timed at 16:11:40.</p> <p>"Retained Land" the land retained by the Transferor being all of the land remaining comprised in title number GR274666 after the date of this transfer.</p>

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12.1 The Property is subject to and has the benefit of any rights reservations and restrictions contained or referred to in the Title Register.

12.2 For the purpose of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, all matters now recorded in registers open to the public inspection are to be considered within the actual knowledge of the Transferee.

12.3 There is reserved and excepted out of the Property for the benefit of the Retained Land the right to the free and uninterrupted passage and running of water and other services or supplies to and from the Retained Land through over and along any pipes drains channels watercourse and any conduction media that are now laid or will be laid in over or under the Property for the use and enjoyment of the Retained Land.

12.4 The Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over the Retained Land by the Transferor and section 62 of the Law of Property Act 1925 is qualified so as not to include any liberties, privileges, easements, rights or advantages over the Retained Land.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Executed as a deed by

Jeremy Frank Thomas

Signature

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a deed by

Pamela Sybil Thomas

Signature

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a deed by

Richard Adrian Edwards

Signature

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a deed by

Signature

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Executed as a deed by

Signature

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



