Dated 2025

#### Mr Alan Jeffrey Bentley

and

#### **Contract For The Sale Of Freehold Land With Vacant Possession**

At

Land at Hill Top Farm, Shap, Cumbria, CA10 3LF (All Lots)



#### **BETWEEN**

- (1) Mr Alan Jeffrey Bentley Hill Top Farm, Shap, Penrith, Cumbria, CA10 (the **Seller**); and
- (2)

(the Buyer);

#### IT IS HEREBY AGREED

#### 1. Interpretation

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

1.1 Definitions:

**Buyer's Conveyancer:** 

Charges: None.

Completion Date: 9th September 2025 or earlier by agreement

Contract Rate: interest at 4% per annum above the base rate from time to time of

HSBC UK Bank plc.

**Deposit:** £ (exclusive of VAT).

**Part 1 Conditions:** the conditions in Part 1 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision) and Condition means any one of them.

**Part 2 Conditions:** the conditions in Part 2 of the Standard Commercial Property Conditions (Third Edition – 2018 Revision).

Plan 1: the plan attached to this Contract numbered 1.

Plan 2: the plan attached to this Contract numbered 2

**Property:** the freehold property at Land at Hill Top Farm,, Shap, Cumbria, CA10 3LF and shown edged and coloured red, edged and coloured green and edged and coloured blue on the Plan and being part of the property registered at HM Land Registry with title absolute under title numbers CU95950, CU259520 and CU238146.

**Purchase Price:** £ (exclusive of VAT).

**Seller's Conveyancer:** Cartmell Shepherd Limited, Bishop Yards Penrith Cumbria CA11 7XS; Fax 01768 865255. Reference 41282.004/BG/BG

**VAT:** value added tax or any equivalent tax chargeable in the UK.

Written replies: are

- (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 that statute or statutory provision 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 Except in relation to the definition of Written Replies, a reference to writing or written includes fax but not email.
- 1.6 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 Clause, Schedule and paragraph headings shall not affect the interpretation of this Contract.
- 1.8 The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.
- 1.9 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.10 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

#### 2. Sale and purchase

- 2.1 The Seller will sell and the Buyer will buy the Property for the Purchase Price on the terms of this Contract.
- 2.2 The Buyer cannot require the Seller to:
  - (a) transfer the Property or any part of it to any person other than the Buyer;
  - (b) transfer the Property in more than one parcel or by more than one transfer; or
  - (c) apportion the Purchase Price between different parts of the Property.

#### 3. Conditions

- 3.1 The Part 1 Conditions are incorporated in this Contract so far as they:
  - (a) apply to a sale by private treaty;
  - (b) relate to freehold property;
  - (c) are not inconsistent with the other clauses in this Contract; and
  - (d) 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:
  - (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) 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 Condition 9.2.1 does not apply to this Contract.
- 3.6 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

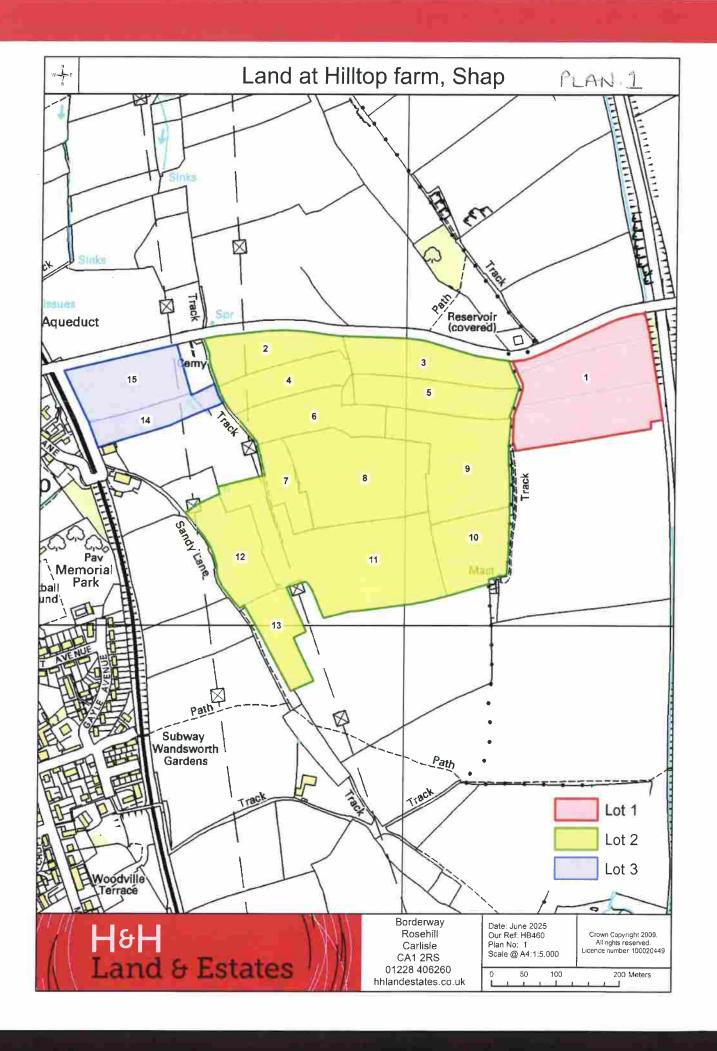
- 5.1 On the date of this Contract, the Buyer will pay the Deposit to the Seller's Conveyancer as stakeholder on terms that on completion the Deposit is paid to the Seller with accrued interest.
- 5.2 Conditions 3.2.1, 3.2.2 and 9.8.3 do not apply to this Contract.

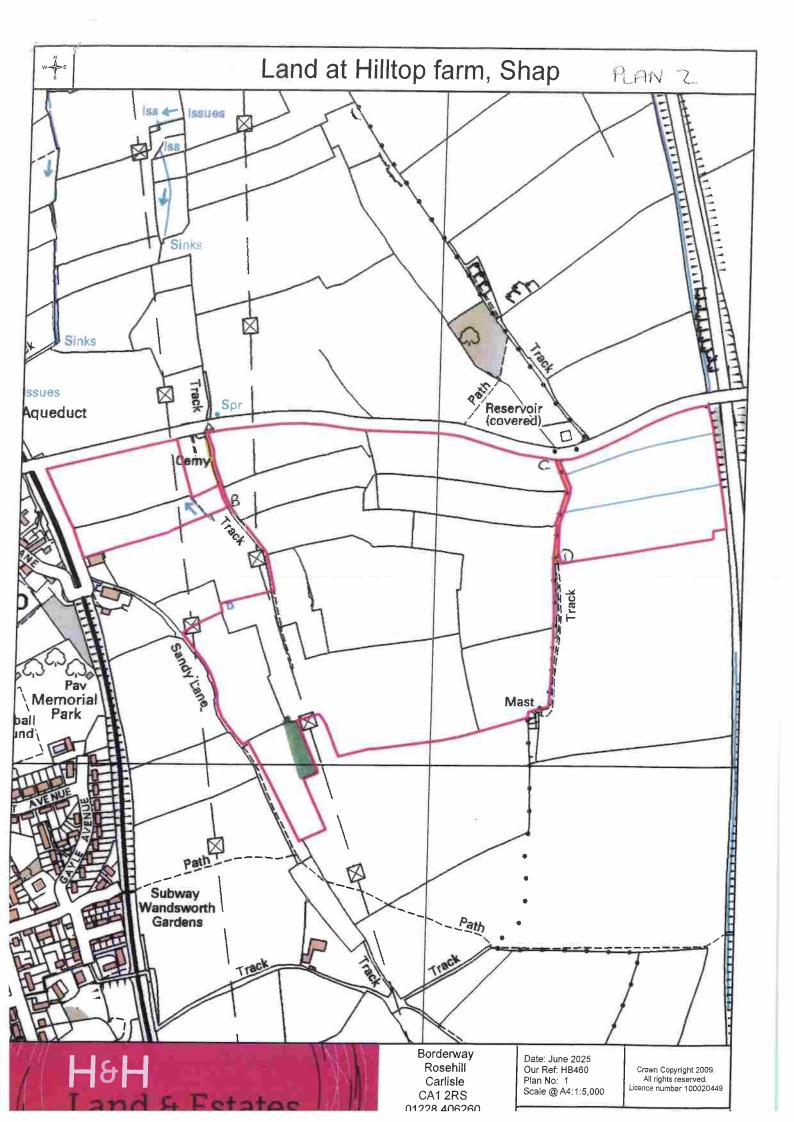
#### 6. Deducing title

- 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 Seller has no title to that part of the Property shown coloured green on Plan 2 and in respect of this part of the Property the Seller will not be obliged to deduce evidence of any title superior to that of the Seller.
- 6.3 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.
- 6.4 Conditions 7.1, 7.2, 7.3.1 and 7.4.2 do not apply to this Contract.

#### 7. Vacant possession

7.1 The Property will be sold subject to the grazing licence dated 15<sup>th</sup> April 2025.





#### 8. Title guarantee

- 8.1 Subject to the other provisions of this clause, the Seller will transfer the Property with Full Title Guarantee save as modified in the transfer referred to in clause 10.
- 8.2 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:
  - (a) any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 07 JUL 2025 at 12:44:59 under title number CU95950, and as 07 JUL 2025 at 12:45:40.under title number CU238146 and as 07 JUL 2025 at 12:45:18 .under title number CU259520:
  - (b) any matters discoverable by inspection of the Property before the date of this Contract;
  - (c) any matters which the Seller does not and could not reasonably know about;
  - (d) 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;
  - (e) public requirements;
  - (f) any matters which are unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002 or unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002; and
  - (g) a grazing licence dated 15<sup>th</sup> April 2025
- 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.
- 9.4 For the avoidance of doubt the Property does not include any basic payment scheme entitlements or delinked payments.

#### 10. Transfer

- 10.1 The transfers to the Buyer will be in the agreed forms annexed to this Contract
- 10.2 The Buyer and the Seller will execute the transfers 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 but time is not of the essence of the contract unless a notice to complete has been served.
- 12.2 On completion the Buyer shall pay to the Seller the sum of £747.18 in respect of the Local Search, Commons Search, Drainage and Water Search, Environmental Search and Index Map Search supplied by the Seller.
- 12.3 Condition 9.1.1 does not apply to this Contract.
- 12.4 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.
- 12.5 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."
- 12.6 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".
- 12.7 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. Entire agreement

- 14.1 This Contract and any 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.
- 14.2 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:
  - (a) set out in this Contract or the documents annexed to it; or
  - (b) contained in any Written Replies.
- 14.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 14.4 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..."
- 14.5 This Contract may be signed in any number of duplicate parts all of which taken together will on exchange constitute one contract.

#### 15. Joint and several liability

- 15.1 Where the Buyer 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.
- Where the Seller comprises more than one person, those persons will be jointly and severally liable for the Seller's obligations and liabilities arising under this Contract. The Buyer 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.
- 15.3 Condition 1.2 does not apply to this Contract.

#### 16. Notices

- Any notice given under this Contract must be in writing and signed by or on behalf of the party giving it.
- 16.2 Any notice or document to be given or delivered under this Contract must be:
  - (a) delivered by hand;
  - (b) sent by pre-paid first class post or other next working day delivery service; or
  - (c) sent by fax.
- 16.3 Any notice or document to be given or delivered under this Contract must be sent to the relevant party as follows:
  - (a) to the Seller at:
    - Hill Top Farm, Shap, PENRITH, Cumbria, CA10 3LF or at the Seller's Conveyancer, quoting the reference 41282.004/BG/BG
  - (b) to the Buyer at the address stated above or at the Buyer's Conveyancer.or as otherwise specified by the relevant party by notice in writing to the other party.
- Any change of the details in clause 16.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:
  - (a) the date, if any, specified in the notice as the effective date for the change; or
  - (b) the date five working days after deemed receipt of the notice.
- 16.5 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.
- Any notice or document given or delivered in accordance with clause 16.1, clause 16.2 and clause 16.3 will be deemed to have been received:
  - (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address 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;

- (b) 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
- (c) if sent by fax, at the time of transmission provided that if transmission occurs before 9.00 am on a working day, the notice or document will be deemed to have been received at 9.00 am on that day, and if transmission 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.
- 16.7 In proving delivery of a notice or document, it will be sufficient to prove that:
  - (a) a delivery receipt was signed or that the notice or document was left at the address:
  - (b) 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
  - (c) the fax was properly addressed and transmitted.
- 16.8 A notice or document given or delivered under this Contract shall not be validly given or delivered if sent by email.
- 16.9 Condition 1.3 does not apply to this Contract.
- 16.10 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.

#### 17. Third party rights

- 17.1 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.
- 17.2 Condition 1.5 does not apply to this Contract.

#### 18. 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.

#### 19. 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 Contract has been entered into on the date stated at the beginning of it.

Signed by		
Mr Alan Jeffrey Bentley		
Signed by		
Signed by		

### **Transfers**

### **HM Land Registry**

## Transfer of part of registered title(s)

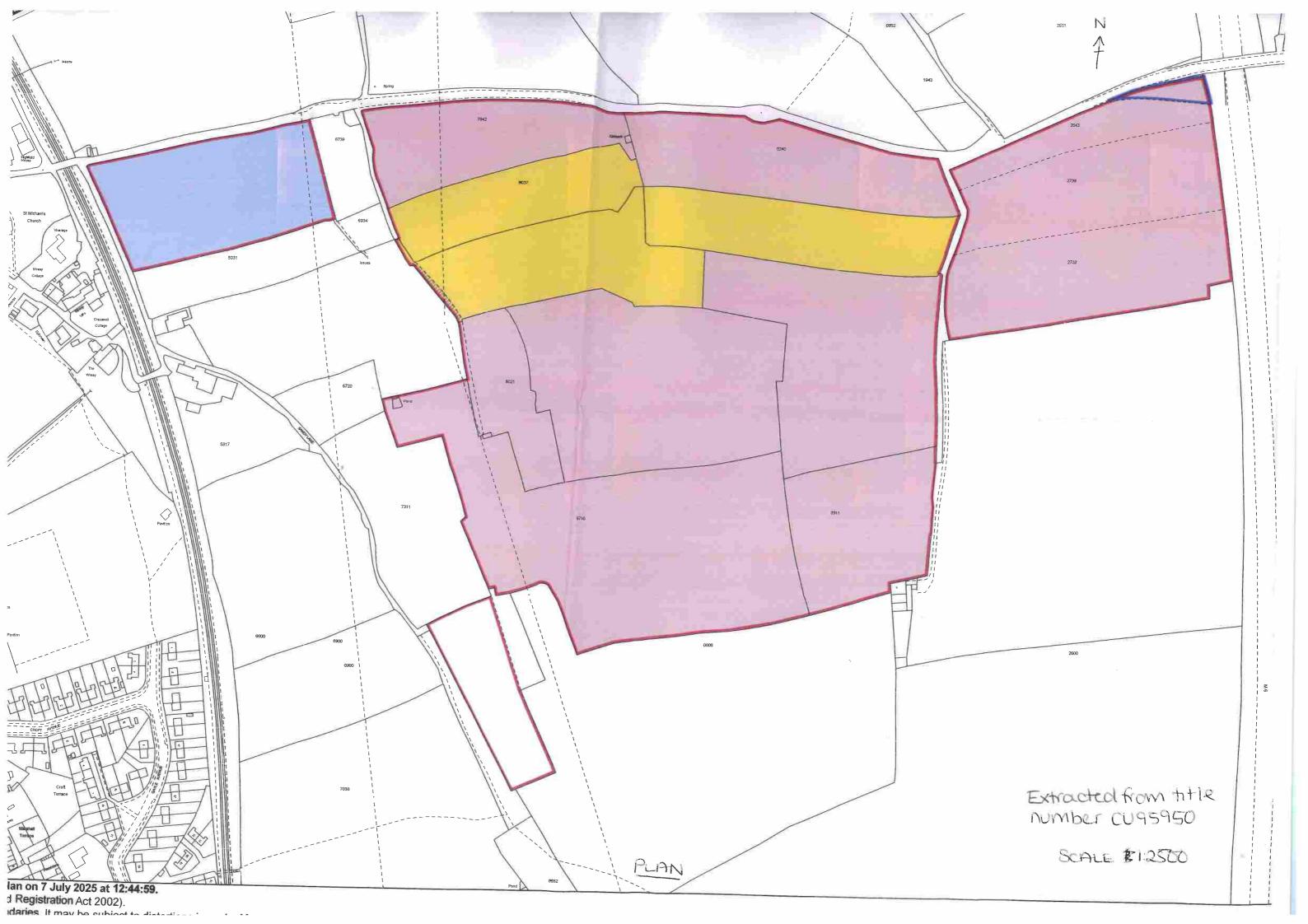
Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

For information on how HM Land Registry processes your personal information, see our <u>Personal Information</u> Charter.

Leave blank if 1 Title number(s) out of which the property is transferred: not yet CU95950 registered. 2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: 3 Property: Land at Hill Top Farm, Shap, Cumbria, CA10 3LF The property is identified on the attached plan and shown edged red on the title plan(s) of the above titles and shown: Remember to Date: date this deed with the day of completion, but not before it has been signed and witnessed. Transferor: Alan Jeffrey Bentley and Maureen Elizabeth Saggers For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix: Transferee for entry in the register: For UK incorporated companies/LLPs

		Registered number of company or limited liability partnership including any prefix:
		For overseas companies (a) Territory of incorporation:
		(b) Registered number in the United Kingdom 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.	7	Transferee's intended address(es) for service for entry in the register:
	8	The transferor transfers the property to the transferee
Place 'X' in the appropriate	9	Consideration
box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.		The transferor has received from the transferee for the property the following sum (in words and figures):
•		☐ The transfer is not for money or anything that has a monetary value
		Insert other receipt as appropriate:
Place 'X' in any	1	The transferor transfers with
box that applies.  Add any modifications.	0	T full title guarantee in respect of Alan Jeffrey Bentley and no title guarantee by Maureen Elizabeth Saggers
		The covenants implied under the LPMPA 1994 are modified so that:
	ı	(a) 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:
		(i) make proper searches; or
		(ii) raise requisitions on title or on the results of the Transferee's searches; and
	I	(b) the covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor



shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.9 Where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.
- 1.10 The disposition effected by this transfer is subject to:
  - (a) any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 7<sup>th</sup> July 2025 at 12:44:59 under title number CU95950;
  - (b) any matters discoverable by inspection of the Property before 4<sup>th</sup> August 2025;
  - (c) any matters which the Transferor does not and could not reasonably know about;
  - (d) any matters, other than the Charge(s) disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
  - (e) any notice, order or proposal given or made by a body acting on statutory authority;
  - (f) any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 or unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 1.11 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.
- 1.12 The Property will not, by virtue of this transfer, have any rights or easements or the benefit of any other matters over land retained by the Transferor other than those (if any) which are expressly mentioned in or granted by this transfer 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 land retained by the Transferor except as expressly mentioned in or created by this transfer.

1

Declaration of trust. The transferee is more than one person and
they are to hold the property on trust for themselves as joint tenants

they are to hold the property on trust for themselves as tenants in common in equal shares

they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenantsagreement
- agreement
   s and
   declaration
   s
- any required or permitted statements
- other agreed provisions.

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

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

- 1 Additional provisions2
- 1 Definitions
  - 1.1 The following definitions and rules of interpretation apply in this transfer. .

Charges: none

**LPMPA 1994**: the Law of Property (Miscellaneous Provisions) Act 1994.

**Plan**: the plan attached to this transfer marked "Plan".

- 1.2 Any obligation in this transfer on the Transferee not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.3 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Clause headings shall not affect the interpretation of this transfer.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

### 2 Other: agreements and declarations

For the purpose of giving good receipt for capital monies, Alan Jeffry Bentley as the current trustee in exercise of the power under section 36(1) of the Trustee Act 1925 appoints Maureen Elizabeth Saggers to be a trustees of the Property with Alan Jeffry Bentley in place of Catherine Elizabeth Bentley, who died on 1st January 2024.

13	Execution	
	Signed as a Deed by	
	Alan Jeffrey Bentley	
	in the presence of:	
	SIGNATURE OF WITNESS	
	NAME,	
11.	ADDRESS	
	OF WITNESS	
	Signed as a Deed by	
	Maureen Elizabeth Saggers	
	in the presence of:	
	SIGNATURE OF WITNESS	
	NAME,	
	ADDRESS	
	OF WITNESS	
	Signed as a Deed by	
	in the presence of:	
	SIGNATURE OF WITNESS	
	NAME,	
	ADDRESS	
	OF WITNESS	

#### **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.

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### **HM Land Registry**

## Transfer of part of registered title(s)



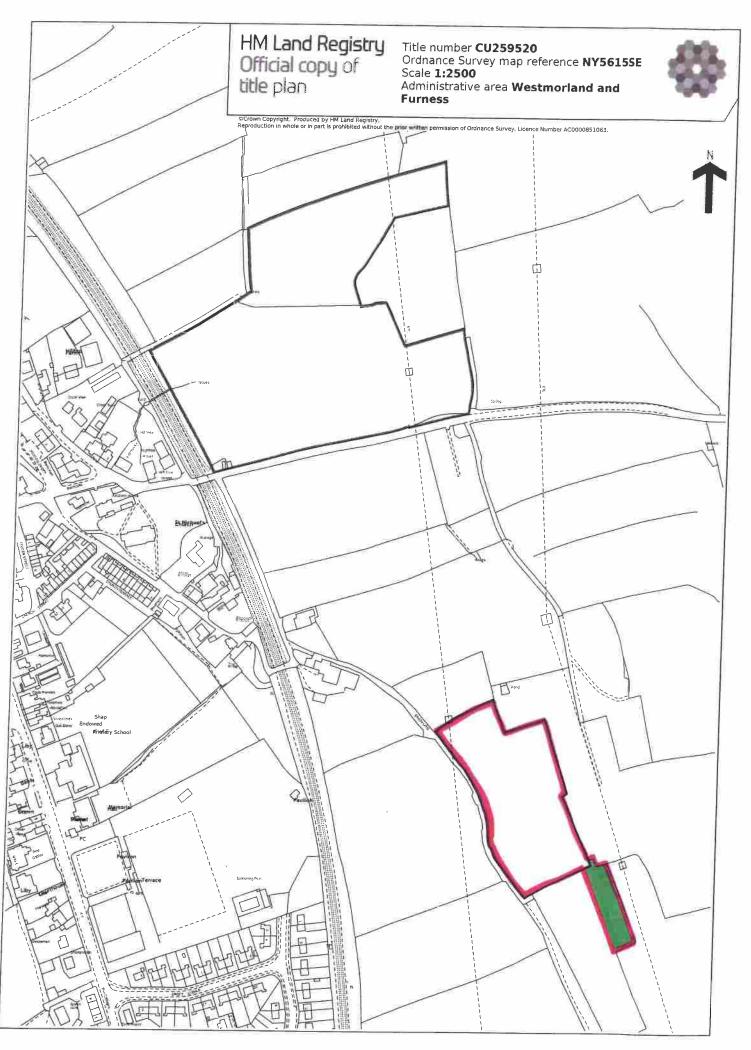
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Leave blank if Title number(s) out of which the property is transferred: not yet CU259520 registered. Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: Property: Land at Hill Top Farm, Shap, Cumbria, CA10 3LF The property is identified on the attached plan and shown edged red on the title plan(s) of the above titles and shown: Remember to 4 Date: date this deed with the day of completion, but not before it has been signed and witnessed. Transferor: 5 Alan Jeffrey Bentley For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix: 6 Transferee for entry in the register: For UK incorporated companies/LLPs

		Registered number of company or limited liability partnership including any prefix:
		For overseas companies (a) Territory of incorporation:
		(b) Registered number in the United Kingdom including any prefix:
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	8	The transferor transfers the property to the transferee
Place 'X' in the appropriate	9	Consideration
box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.		The transferor has received from the transferee for the property the following sum (in words and figures):
		☐ The transfer is not for money or anything that has a monetary value
		☐ Insert other receipt as appropriate:
Place 'X' in any	10	The transferor transfers with
box that applies.		X full title guarantee save for that part of the Property shown coloured green for which no title guarantee is given
Add any modifications.		limited title guarantee
		The covenants implied under the LPMPA 1994 are modified so that:  (a) 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:
		(i) make proper searches; or
		(ii) raise requisitions on title or on the results of the Transferee's searches; and
		(b) the covenant set out in section 3 of the LPMPA 1994 shall extend only to charges or incumbrances created by the Transferor.
Where the	11	Declaration of trust. The transferee is more than one person and



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

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they are to hold the property on trust:

they are to hold the property on trust for themselves as joint tenants

Use this panel

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- restrictive covenantsother
- covenants
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- 1.4 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 Clause headings shall not affect the interpretation of this transfer.
- 1.6 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.7 Where the Transferor or the Transferee is more than one person, unless otherwise expressly provided in this deed, they shall be jointly and severally liable for their respective obligations arising under this deed. Either party may take action against, or release or compromise the liability of, any one of those persons or grant time or other indulgence to any one of them without affecting the liability of any other of them.

- 1.8 The disposition effected by this transfer is subject to:
  - (a) any matters, other than the Charges, contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 7<sup>th</sup> July 2025 at 12:45:18 under title number CU259520;
  - (b) any matters discoverable by inspection of the Property before 4<sup>th</sup> August 2025;
  - (c) any matters which the Transferor does not and could not reasonably know about;
  - (d) any matters, other than the Charge(s) disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
  - (e) any notice, order or proposal given or made by a body acting on statutory authority;
  - (f) any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 or unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 1.9 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

	13	Execution	
		Signed as a Deed by	
		Alan Jeffrey Bentley	
		in the presence of:	
		SIGNATURE OF WITNESS	
		NAME,	
I		ADDRESS	
		OF WITNESS	
		Signed as a Deed by	
		in the presence of:	
		SIGNATURE OF WITNESS	
		NAME,	
		ADDRESS	
		OF WITNESS	

#### NARNING

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.

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## **HM Land Registry**

# Transfer of whole of registered title(s)



Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

For information on how HM Land Registry processes your personal information, see our  $\underline{\text{Personal Information}}$   $\underline{\text{Charter}}$ .

Leave blank if not yet registered.	Title number(s) of the property: CU238146	
Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	Property:  Land at Hill Top Farm, Shap, Cumbria, CA10 3LF	
Remember to date this deed with the day of completion, but not before it has been signed and witnessed.	Date:	
Give full name(s) of <b>all</b> the persons transferring the property.	4 Transferor: Alan Jeffrey Bentley	
Complete as appropriate where the transferor is a company.	For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:	
d	For overseas companies (a) Territory of incorporation:	
	(b) Registered number in the United Kingdom including any prefix:	
Give full name(s) of <b>all</b> the persons to be shown as registered proprietors.	5 Transferee for entry in the register:	
	For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:	
	For overseas companies  (a) Territory of incorporation:	
	(b) Registered number in the United Kingdom including any prefix:	
:-L	д	

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.	Transferee's intended address(es) for service for entry in the register:	
	7 The transferor transfers the property to the transferee	
Place 'X' in the appropriate box.	8 Consideration	
State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.	The transferor has received from the transferee for the property the following sum (in words and figures)	
·	☐ The transfer is not for money or anything that has a monetary value	
	☐ Insert other receipt as appropriate:	
Place 'X' in any	9 The transferor transfers with	
box that applies.	X full title guarantee	
Add any modifications.	limited title guarantee	
	<ol> <li>The covenants implied under the LPMPA 1994 are modified so that:         <ul> <li>the covenant set out in section 2(1)(b) of the LPMPA 1994 will not extend to costs arising from the Transferee's failure to:                 <ul> <li>make proper searches; or</li> <li>raise requisitions on title or on the results of the Transferee's searches;</li> </ul> </li> </ul></li></ol>	
	(b) the covenant set out in section 3 of the LPMPA 1994 will extend only to charges or incumbrances created by the Transferor.	
Where the transferee is	10 Declaration of trust. The transferee is more than one person and	
more than one person, place 'X' in the appropriate	they are to hold the property on trust for themselves as joint tenants	
box.	they are to hold the property on trust for themselves as tenants in common in equal shares	
	they are to hold the property on trust:	
Insert here any required or permitted statement,	11 Additional provisions	
certificate or application and	1.1 The following definitions apply in this transfer.	

any agreed covenants, declarations and so on.

Charge(s): None.

LPMPA 1994: the Law of Property (Miscellaneous Provisions) Act 1994.

- 1.2 The disposition effected by this transfer is subject to:
- (a) any matters, other than the Charge(s), contained or referred to in the entries or records made in registers maintained by HM Land Registry as at 07 JUL 2025 at 12:45:40 under title number CU238146;
- (b) any matters discoverable by inspection of the Property before 4<sup>th</sup> August 2025;
- (c) any matters which the Transferor does not and could not reasonably know about;
- (d) any matters, other than the Charge(s), disclosed or which would have been disclosed by the searches and enquiries which a prudent buyer would have made before entering into a contract for the purchase of the Property;
- (e) any notice, order or proposal given or made by a body acting on statutory authority;
- (f) any matters which are unregistered interests which override first registration under Schedule 1 to the Land Registration Act 2002 or unregistered interests which override registered dispositions under Schedule 3 to the Land Registration Act 2002.
- 1.3 All matters recorded at the date of this transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the LPMPA 1994, notwithstanding section 6(3) of the LPMPA 1994.

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.

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If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8:
execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

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.

Execution	
Cianad as a David by	
Signed as a Deed by	
Alan Jeffrey Bentley	
in the presence of:	
SIGNATURE OF WITNESS	
NAME,	
ADDRESS	
OF WITNESS	
Signed as a Deed by	
,	
in the presence of:	
·	
OLONATURE OF WITHEOU	
SIGNATURE OF WITNESS	
NAME,	
ADDRESS	
OF WITNESS	

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.

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