

THIS AGREEMENT (intended to be executed as a Deed) is made the (day) day of (month and year)

BETWEEN

(name1) [and (name2) (his wife) (both) of (address) (“The Transferee Shareholder(s)”) of the first part the persons who are currently shareholders of Burton Village Land Limited (“The Shareholders”) of the second part and **BURTON VILLAGE LAND LIMITED** whose registered office is situate at Springside House Scotland Lane Burton Overy Leicester LE8 9DR (“The Company”) of the third part

WHEREAS

(A) This Deed is supplemental to a Shareholders Agreement dated 29th November 1993 (“The Agreement”) made between the Shareholders and (names3) and the Company (and to a further agreement made between the Shareholders and (names4) (“The Transferor Shareholders”) and the Company)

(B) The Transferor Shareholders conveyed their property known as (address) Burton Overy aforesaid to the Transferee Shareholders pursuant to a Transfer dated the day of and also transferred their shares in the Company to the Transferee Shareholders on the day of (month and year)

(C) Under the Terms of Clause 3.4 of the Agreement before the Transferee Shareholders can be registered as holders of the said shares in the Company they are required to enter into a Deed of Adherence covenanting with the parties to the Agreement from time to time to observe and perform and be bound by all the terms of the Agreement

(D) The Transferee Shareholders are willing to enter into this Deed of Adherence pursuant to the provisions of the said Clause 3.4 in manner following

NOW THIS DEED WITNESSETH as follows :-

1. The Transferee Shareholders hereby jointly and severally covenant with the Shareholders (and their successors) and the Company that the Transferee Shareholders will observe and perform and be bound by all the terms of the Agreement which are capable of applying to them and which have not at the date hereof been performed

2. Following registration by the Company of the Transferee Shareholders as the holders of the said shares transferred to them the Transferee Shareholders shall be deemed to be a party to the Agreement pursuant to Clause 3.4 of the Agreement

IN WITNESS the Transferee Shareholders have executed this Agreement as a Deed the day and year first before written

SIGNED as a Deed and delivered

by the said (Name1)

in presence of :-

SIGNED as a Deed and delivered

by the said (Name2)

in presence of :-