

SCHEDULE II

"THE LAND"

ALL THAT piece or parcel of land containing two point four two (2.42) acres or thereabouts situate in and fronting on the north western boundary thereof to Scotland Lane in the Parish of Burton Overy in the County of Leicester comprising part of Ordnance Surve Number 9532 and is part of the close formerly known as Elm Field and Numbered 119 on the Ordnance Survey map for the said Parish (1929 Edition) Which said land is for the purpose of identification only shown edged red on the plan annexed to the copy Conveyance attached hereto and marked "The Conveyance" for the purposes of identification only

'The Conveyance'

DATED

25th October

1993

MRS A M BARNES

-to-

BURTON VILLAGE LAND LIMITED

C O N V E Y A N C E

of

piece of land situate at
Burton Overy in the County
of Leicestershire

Josiah Hincks Son & Bullough
22 De Montfort Street
Leicester
LE1 7GB

Ref: nh/ss/st/burtonover/conveyance

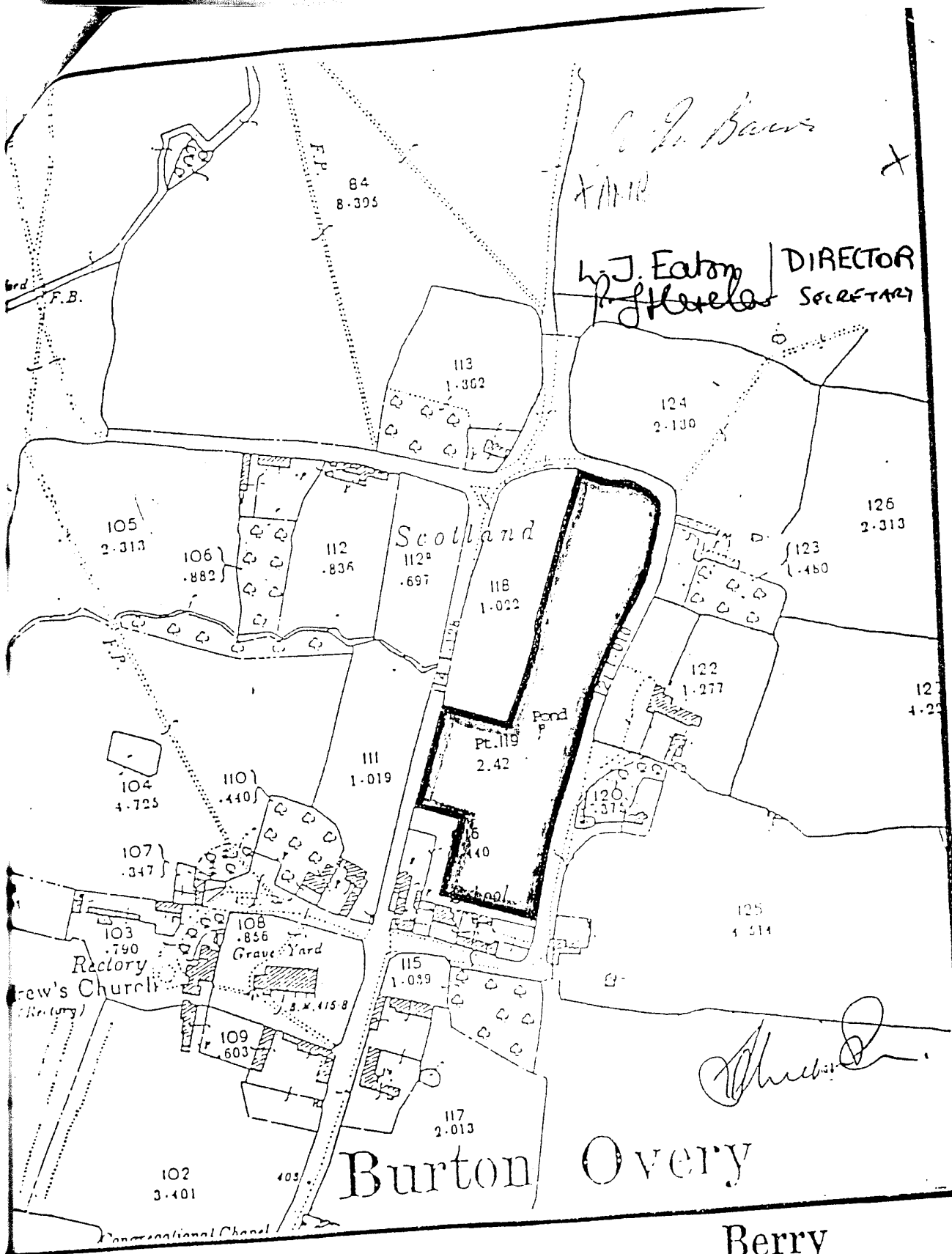
We hereby certify this to be a true copy of the original
.....
JOSIAH HINCKS SON & BULLOUGH

THIS CONVEYANCE is made the 25th day of October
One thousand nine hundred and ninety-three BETWEEN ANNE MAUREEN
BARNES of formerly Les Heures Claires Park Estate St. Brelade
Jersey Channel Islands but now of Orchard House Shute Lane
Long Sutton Langport in the County of Somerset (hereinafter
called "the Vendor") of the one part and BURTON VILLAGE LAND
LIMITED whose Registered Office is situate at 22 De Montfort
Street in the City of Leicester (hereinafter called "the
Purchaser") of the other part

WHEREAS the Vendor is now seised in fee simple in possession
free from incumbrances of the property hereinafter described
and has agreed to sell the same to the Purchaser for the like
estate in possession at the price of Twenty two thousand pounds
(£22,000.00)

NOW THIS DEED WITNESSETH as follows: -

1. IN PURSUANCE of the said agreement and in consideration of
the sum of Twenty two thousand pounds (£22,000.00) now
paid by the Purchaser to the Vendor (the receipt of which
sum the Vendor hereby acknowledges) the Vendor as
BENEFICIAL OWNER hereby conveys unto the Purchaser ALL
THAT piece or parcel of land containing two point four two
(2.42) acres or thereabouts situate in and fronting on the
north western boundary thereof to Scotland Lane in the
Parish of Burton Overy in the County of Leicester
comprising part of Ordnance Survey Number 9532 and is part
of the close formerly known as Elm Field and Numbered 119
on the Ordnance Survey map for the said Parish (1929
Edition) Which said land is for the purpose of
identification only shown edged red on the plan annexed
hereto TOGETHER with the benefit of but SUBJECT
nevertheless to all rights members easements and
appurtenances exceptions and reservations agreements and
declarations to the said property now appertaining or
belonging or to which the same is now subject TO HOLD the
same unto the Purchaser in fee simple



Title Land at Burton Overy
 Scale Not to scale

**Berry
 Agricultural**

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FOR IDENTIFICATION PURPOSES ONLY.

The Purchaser with the intent to bind so far as may be the land hereby conveyed and each and every part thereof and all persons who shall for the time being be the owner of any estate or interest in or the occupier of the said land or any part or parts thereof hereby COVENANTS with the Vendor that the Purchaser will not at any time hereafter: -

- (1) a) use or occupy the land hereby conveyed or any part or parts thereof or permit or suffer the same to be used or occupied for any purpose other than as agricultural land as the same is at the date hereof use and occupied ("the restricted agricultural purpose")
b) without prejudice to the generality of the foregoing carry out any development on the said land or any part or parts thereof or permit or suffer the same to be developed save for such development (if any) as shall be consistent with the restricted agricultural purpose

(2) The purchaser hereby covenants with the Vendor that it will procure that every person to whom it shall hereafter convey or transfer the said land or any part thereof will enter into a Deed of Covenant with the Vendor whereby such person shall covenant to observe and perform the stipulations and obligations set out in this clause such covenant to be in terms similar to those contained in this clause (including this sub-clause) or as near thereto as possible

(3) In this clause the following expressions shall have the meanings hereinafter respectively assigned to them, that is to say: -

- (i) "the Vendor" and "the Purchaser" shall where the context so admits and without prejudice to the operation of sections 78 and 79 of the Law of Property Act 1925 include their respective successors in title and the persons claiming through or under them

(ii) "Develop" and "Development" shall have the meanings assigned to them respectively by the Town & Country Planning Act 1971 or any re-enactment or modification thereof for the time being in force

(4) If the rule of law known as the perpetuity rule shall be applicable to the covenant contained in this clause (and not further or otherwise) it is hereby declared that the said covenant shall not have effect after the expiration of a period of 79 years from the date hereof which period is hereby declared to be the perpetuity period for the purpose hereof and of the next following clause

3. The parties hereto hereby agree and declare as follows: -

(1) If without the consent of the Vendor at any time before the expiration of 79 years from the date hereof the land hereby conveyed or any part or parts thereof shall be used or occupied for any purposes other than the restricted agricultural purpose or shall be developed in any way other than a way permitted by Clause 2 of this Deed or an application is made under section 83 or 84 of the Law of Property Act 1925 then and in any such case, the Vendor may serve upon the Purchaser a Notice in writing referring to the said use and occupation for a purpose other than the restricted agricultural purpose or (as the case may be) the contravening development or the said application and requiring that the said use or occupation or contravening development shall be discontinued or removed or the application be withdrawn within such period (not being less than 21 days) as may be specified in the Notice and if at the end of the said period the said use and occupation or the said contravening Development shall not have been discontinued or removed in its entirety or the said application withdrawn then, and in any such case, it shall be lawful for the person or person serving the Notice without prejudice to any right or remedy which may be vested in them and notwithstanding any actual or constructive waiver of any previous right of re-entry or

other right or remedy (unless a legally binding Agreement has been reached in accordance with sub-clause (2) hereof) to enter upon the land hereby conveyed or any part thereof in the name of the whole and henceforth to hold and enjoy the same in fee simple in possession free from incumbrances or any derivative estates or interest and thereupon the person or persons exercising such right of re-entry shall become entitled to delivery up to them of all the title deeds relating to the said land

- (2) If the Purchaser (or their successors in title and the persons claiming through or under it) intends to develop the land hereby conveyed (or any part thereof) or to sell the same for the purposes of development and shall offer to the Vendor (or the person or persons entitled to the benefit of the rights and interests conferred by this Deed) one half of the sum referred to in sub-clause (3) hereof then upon the agreement or determination of the sum referred to in sub-clause (3) hereof the Vendor shall accept the same and the restrictions contained in clauses 2 and 3 hereof shall be extinguished and cease to be binding upon the land hereby conveyed or the part thereof to be developed (as the case may be)
- (3) The sum referred to in sub-clause (2) hereof shall be equivalent to the full development value or sale price (whichever is the greater) of the land hereby conveyed (or the part thereof to be developed as the case may be) as agreed between the parties after deducting therefrom the amount of consideration for this Conveyance PROVIDED NEVERTHELESS if the parties shall fail to agree upon the amount of such full development value or sale price (whichever is the greater) then the matter shall be determined by an independent professional valuer acting as an expert to be appointed by the President (or the next immediately available Senior Officer) of the Royal Institute of Chartered Surveyors and the decision of such expert shall be final and binding upon the parties hereto

4.

(1) The parties hereto hereby apply to the Chief Land Registrar to enter the following Caution in the Proprietorship Register of the Title Number to be allocated to the land hereby conveyed ("the new Title Number") :-

"no dealing with the land in the above title shall be registered until Notice has been served on Anne Maureen Barnes who shall be entitled to decline to withdraw this Caution unless and until the terms of clauses 2 and 3 of the Conveyance dated *25th October* 1993 have been complied with"

(2) The parties hereto apply to the Chief Land Registrar to enter in the Charges Register of the new Title Number Notice of the right of re-entry referred to in clause 3 of the Conveyance dated *25th October* 1993

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds sixty thousand pounds

IN WITNESS whereof these presents have been executed as a Deed the day and year first before written

SIGNED AS A DEED and DELIVERED ~~in the presence of~~ ANNE MAUREEN BARNES in the presence of: -

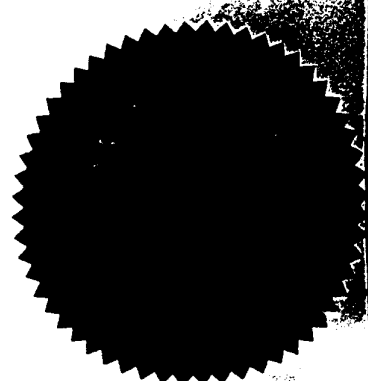
WITNESSES

Name: -
Address: -
Occupation: -

G.J. Storey
G.J. STOREY
Linden, Skute Lane,
Long Sutton, Loughborough
TA 10 9LU

[Signature]

RHF off. (Retd)
THE COMMON SEAL of BURTON VILLAGE LAND LIMITED was hereunto affixed in the presence of: -



L. J. Eaton DIRECTOR
P. F. Hebble SECRETARY

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

L.J.E. LIMITED

REGISTERED NUMBER 2851680

INCORPORATED 8 SEPTEMBER 1993

MEMORANDUM AND
ARTICLES OF ASSOCIATION

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GAZETTE BUILDINGS
168 CORPORATION STREET
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