

RECEIVED

24 SEP 2008

SWAFFHAM TOWN COUNCIL

W.F.S

W. F. SMITH & CO

SOLICITORS

WEBSITE: www.wfsmith.co.uk

GLENCOE HOUSE  
25 MARKET PLACE  
DEREHAM  
NORFOLK  
NR19 2AX

TEL: (01362) 852900  
FAX: (01362) 698404  
DX: 45052 DEREHAM

Mr. R Bishop  
Swaffham Town Council  
Town Hall  
4 London Street  
Swaffham  
Norfolk  
PE37 7DQ

Date: 23 September, 2008

Your Ref:

Our Ref: AGHS VE

Please ask for: Mr. A G H Stokes

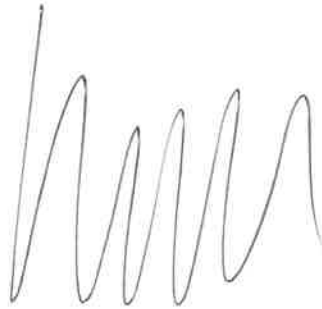
Dear Richard

**Re: Land at Swaffham**

I enclose the contract for the purchase of the land from ALIH Farms. I would be grateful if you would arrange for this to be signed on page 20 where I have shown by a Post It note and returned to me. Please do not date the document.

Yours sincerely

A G H Stokes



Partners: A.G.H. STOKES P.S. LANE B.A. (Hons)  
D.M. FAIRLEY LL.B. (Hons)  
Consultant: R.S. SHARP LL.B.  
Solicitor: JAKKI UPTON  
F.INST.L.Ex. TERESA TAYLOR



OFFICES AT: DEREHAM (01362) 852900 · WATTON (01953) 880800

This firm is regulated by the Solicitors Regulation Authority

**DATED**

**2008**

---

**A.L.I.H. (FARMS) LIMITED (1)**

and

**SWAFFHAM TOWN COUNCIL (2)**

**AGREEMENT**

**relating to the sale and purchase of  
Land at Swaffham Norfolk**

**IBB** solicitors



	Material Operation within the meaning of Section 56 (4) of the Town and Country Planning Act 1990
Leisure Facility Condition	means the condition referred to in Clause 9
Leisure Facility Condition Date	means the later of <ul style="list-style-type: none"> <li>(i) five years from the date hereof; or</li> <li>(ii) if on the date five years from the date hereof a Leisure Facility Planning Permission has been granted and a Funding Application has been made but not determined then such date as is six months after such determination or such date as is six years from the date hereof whichever is the earlier</li> </ul>
Leisure Facilities	means a community sports and leisure centre including but not limited to a swimming pool
Leisure Facility Planning Permission	means a planning permission and any related Planning Agreement authorising the Development and granted pursuant to an Application
Official Copy Entries	Official Copy Entries of Title Number NK185438 dated 29 <sup>th</sup> May 2007
Option	means the option referred to in Clause 6
Plan	means the plan annexed hereto
Planning Agreement	means any agreement or agreements relating to the Development made or to be made between the Seller and/or the Buyer and/or any one or more local planning or highway authorities or any one or more statutory bodies or any

service companies and/or such other party or parties as may be appropriate under one or more of the following statutes or any statutory re-enactment or modification thereof or similar legislation:

Section 111 for Local Government Act 1972

The Gas Act 1980

Section 38 and/or Section 278 of the Highways Act 1980

Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

The Electricity Act 1989

Section 106 of the Town & Country Planning Act 1990

The Water Industries Act 1991

The expression "Planning Agreement" includes a Unilateral Undertaking pursuant to Section 106 of the Town & Country Planning Act 1990

Price means the sum of Seventy Thousand Pounds (£70,000.00) plus Value Added Tax

Property means the freehold property being all that land for the purpose of identification only shown edged red on the Plan and forming part of the land registered at the Land Registry under Title Number NK185438

Retained Land means the land for the purpose of identification only shown edged blue on the Plan and forming part of the land registered at the Land Registry under

Seller's Solicitors	Title Number NK185438 means Iliffes Booth Bennett of Capital Court 30 Windsor Street Uxbridge Middlesex UB8 1AB Reference WJH.VCR.27867197
Standard Conditions	means the Standard Conditions of Sale (4 <sup>th</sup> Edition)
Working Day	means any day other than Saturday, Sunday and Bank or Public Holidays and any day between 26 <sup>th</sup> December and 31 <sup>st</sup> December inclusive

## 2. Interpretation

In this Agreement unless inconsistent with the context

- 2.1 words importing the singular include the plural and vice versa
- 2.2 words importing the masculine include the feminine and the neuter genders and vice versa
- 2.3 words importing persons include firms companies and corporations and vice versa
- 2.4 where a party consists of more than one person the covenants and obligations of that party will be deemed to be made jointly and severally
- 2.5 any reference to a clause or a schedule means a clause of or a schedule to this Agreement
- 2.6 any reference to a statute or section of a statute includes any statutory amendment modification or re-enactment of it for the time being in force and every instrument order notice direction regulation bylaw permission or condition being made or issued under it or deriving validity from it from time to time
- 2.7 if any provision in this Agreement is held to be illegal void invalid or unenforceable for any reason the legality validity or enforceability of the remainder of this Agreement will not be affected
- 2.8 unless expressly stated to the contrary nothing in this Agreement confers on any other than the parties to it any right pursuant to the Contract (Rights of Third Parties) Act 1999

**3. Property and Price**

The Seller agrees to sell and the Buyer agrees to buy the Property at the Price on the terms set out in this Agreement

**4. Deposit**

The Buyer will pay the Deposit on the date of this Agreement to the Buyer's Solicitors who will hold the same as stakeholders

**5. Completion**

5.1 Completion will take place at the office of the Seller's Solicitors or such other place as they direct on or before 2.00 p.m. on the Completion Date when the Price (less the Deposit paid) shall be payable

5.2 If completion takes place after 2.00 p.m. it will be deemed to have taken place on the following working day

**6. Option**

The provisions of the First Schedule relating to the Option shall apply if the Leisure Facility Condition shall not have been met prior to the Leisure Facility Condition Date

**7. Title**

The Title to the Property is registered at the Land Registry under Title Number NK185438 and the Seller has provided to the Buyer prior to the date hereof the Official Copy Entries

**8. Matters affecting the Property**

8.1 The Property is sold subject to (and where applicable and where the Seller can lawfully grant the same) and with the benefit of: -

8.1.1 the Entries in the Property Register and the Entry numbered 1 in the Charges Register of the registered title as set out in the Official Copy Entries;

8.1.2 all local land charges (whether registered or not at the date of this Agreement) and all matters capable of registration as local land charges;

8.1.3 all notices demands proposals and requirements served or made by any local or other public authority (whether before or after the date of this Agreement);

- 8.1.4 all rights of way water light air and other rights easements quasi-easements liabilities and public rights whatsoever and any liability to repair or to contribute towards the cost of repair of roads passages sewers drains fences or other items
- 8.2 The Official Copy Entries have been produced to the Buyer and the Buyer purchases the Property with full knowledge of them and will not raise any requisition on or objection to them
- 8.3 The Transfer to the Buyer of the Property will contain the grant of a right of way in favour of the Buyer and its successors in title to the Property with and without vehicles over the Access Area subject to the right of the Seller and its successors in title to the Retained Land to interrupt that right of way as may be required in the construction of a road and/or the laying of services in under or over the Access Area provided however that the Seller or its successors in title shall at all times during any such interruption ensure the continuance if necessary over other parts of the Retained Land of vehicular access to the Property by the Buyer its successors in title and others lawfully entitled to use the access
- 8.4 The Transfer to the Buyer of the Property will contain the following covenants on the part of the Buyer and its successors in title so as to bind the Property and each and every part thereof:
- 8.4.1 For the benefit of the Seller's Property now or previously registered at the Land Registry under Title Number NK185438 (for the avoidance of doubt including the Retained Land) and each and every part thereof not to use the Property other than as a non profit making community sports and leisure facility
- 8.4.2 For the benefit of the Retained Land and each and every part thereof not to make or cause to be made any objection to any planning representations planning applications or appeal proceedings made by or on behalf of the Seller or its successors in title in relation to the Retained Land or any part thereof and not to cause anything to be done to or upon the Property which would or which would be likely to adversely affect the



likelihood of planning permission being obtained in relation to the Retained Land or any part thereof

**9. Leisure Facility Condition**

The granting and Implementation of a Leisure Facility Planning Permission

**10. Pre-emption**

The provisions of the Third Schedule relating to the Right of Pre-emption shall apply in the circumstances set out in the Third Schedule

**11. Representations**

The Buyer acknowledges that :-

11.1 it has not entered into this Agreement in reliance wholly or partly on any statement or representation made by or on behalf of the Seller except insofar as such statement or representation is expressly set out in this Agreement or in the Seller's Solicitors' replies to enquiries raised of them

11.2 the accuracy of the Seller's Solicitors' replies to any such enquiries is not guaranteed and they do not obviate the need for the Buyer to make the appropriate searches and enquiries and to inspect and survey the Property in contemplation of the Buyer's expected use

11.3 where the Seller's Solicitors' replies to enquiries are capable of independent verification by inspection and survey of the Property and appropriate searches and enquiries the Buyer will rely on such inspection survey searches and enquiries and not on the Seller's Solicitors' replies to enquiries

**12. Standard Conditions**

The Standard Conditions will be deemed to be incorporated in this Agreement so far as they are not varied by or inconsistent with the specific provisions of this Agreement and shall be amended as follows: -

12.1 Standard Conditions 1.5, 2.2.1, 2.2.2 and 2.2.3 shall not have effect

**13. Vacant Possession**

The Property is sold with vacant possession on completion

**14. Buyer's Obligations**

The Buyer will carry out the obligations set out in the Second Schedule hereto

**15. Cooperation between the Parties**

The Buyer will not make or cause to be made any objection to any planning permission representations planning applications or appeal proceedings made by or on behalf of the Seller or its successors in title in relation to the Retained Land or any part thereof

**16. Disputes**

- 16.1 Any disputes or difference between the parties hereto shall be determined by an independent person ("the Expert") with substantial experience in disputes of the nature similar to the subject matter of the dispute acting as an Expert and not as an arbitrator to be appointed in the absence of agreement upon the application of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and such independent person appointed shall have full power to determine the dispute or question arising
- 16.2 The Expert shall be appointed on the following terms and conditions: -
- 16.2.1 Unless the Expert shall otherwise direct the Seller and the Buyer shall each be responsible for one half of his fees and if either shall pay the whole he shall be entitled to recover the one half from the other;
- 16.2.2 The Expert shall request the Buyer and the Seller to submit within a period not exceeding twenty working days such representations concerning the matter or matters to be determined and such supporting evidence as they may wish;
- 16.2.3 Within forty-five working days of the appointment or within such longer period as the Buyer and Seller shall agree the Expert shall give to each of them written notice of his determination;
- 16.2.4 The fees of the Expert shall be payable in the proportions he shall direct in his award;
- 16.2.5 If the Expert refuses to act or is incapable of acting or dies or fails to give notice of his determination within the required period the Seller or the Buyer may apply to the President (or his duly appointed deputy or any person authorised by him to make appointments on his behalf) for the further appointment of a

surveyor which procedure may be repeated as many times as is necessary

**17. Notices**

- 17.1 Any notices to be served by either party under this Agreement shall be in writing and may be served by that party or its solicitors upon the other party or its solicitors
- 17.2 A notice or document may be served by fax unless (in the case of a document) delivery of the original document is necessary
- 17.3 Notices or documents shall be taken to be given: -
  - 17.3.1 When sent by first class post on the second Working Day following the posting;
  - 17.3.2 When sent by Document Exchange on the first Working Day after the date on which it would normally be available for collection by the addressee; and
  - 17.3.3 When sent by fax on the day of transmission if transmitted before 5.30 p.m. (unless it is shown that the intended recipient did not receive the copy disclosing all relevant and material parts of the notice or document) and otherwise on the next Working Day

**18. Non-merger**

The provisions of this Agreement shall remain in full force and effect notwithstanding completion of the sale and purchase the subject to this Agreement to the extent that any such provisions remain to be observed and performed

**THE FIRST SCHEDULE**

**The Seller's Option**

For the purposes of this Schedule the following expressions shall have the following meanings :-

- |                 |   |
|-----------------|---|
| Option          | means the Option set out in paragraph 1 of this Schedule  |
| Option Interest | means interest at the Bank of England base rate from time to time calculated from the Completion Date (as defined in Clause 1 of this |

	Agreement) up to and including the date of completion of the sale of the Property back to the Seller pursuant to the Option
Option Period	means a period of six months from the Leisure Facility Condition Date
Option Price	means the sum of Seventy Thousand Pounds (£70,000.00) plus Option Interest
Sale Conditions	means the terms of the sale and purchase of the Property as set out in the Appendix to this Schedule

**1. Option**

- 1.1 In consideration of the sale of the Property to the Buyer the Buyer grants the Option to the Seller
- 1.2 The Option confers the right on the Seller to require the Buyer to sell to the Seller the Property during the Option Period
- 1.3 The Option is to lapse if it has not been exercised during the Option Period

**2. Exercise of the Option**

- 2.1 The Option may be exercised by the Seller by giving notice to the Buyer to that effect during the Option Period
- 2.2 The Seller is granted irrevocable power of attorney for the sole purpose of signing the notice of exercise of the Option for the Buyer

**3. Price**

On the exercise of the Option the Buyer and the Seller will become bound to one another to complete the sale and purchase of the Property at the Option Price subject to the Sale Conditions

**4. Completion**

Completion of the sale of the Property is to take place twenty working days after the exercise of the Option

**5. Registration of the Option**

- 5.1 The Seller will register a notice of the Option and the Buyer will give such assistance as may be necessary and reasonably proper for such purpose

5.2 If the Option should lapse the Seller will procure that the notice of the Option is removed

**6. Creation of encumbrances**

6.1 The Buyer may not create any encumbrance over the Property at any time until the expiry of the Option Period without the consent of the Seller (such consent not to be unreasonably withheld)

6.2 An encumbrance includes without limitation any easement restrictive covenant lease or other right of occupation use or enjoyment of the whole or part of the Property

**7. Value Added Tax**

7.1 An obligation to pay money or give other consideration for the supply of goods and services includes an obligation to pay any Value Added Tax chargeable in respect of that payment

7.2 Sums payable under this Schedule for the supply of goods and services are exclusive of Value Added Tax

**APPENDIX TO THE FIRST SCHEDULE**

**Sale Conditions (relating to the Seller's Option)**

DATED

PARTIES

Seller : **Swaffham Town Council** of 4 London Street, Swaffham, Norfolk, PE37 7DQ

Buyer : **A.L.I.H. (FARMS) LIMITED** (Company Number 1161464) of 1 Buckingham Place London SW1E 6HR

**Operative Provisions**

1. Definitions and Interpretation

1.1 Unless the contrary intention appears the following definitions apply :-

Actual Completion means completion of the sale and purchase of the Property whether or not it takes place on the Completion Date

Agreement for Sale means an Agreement dated [ ] and made between A.L.I.H. (Farms) Limited and Swaffham Town Council relating to the Property

Completion Date means [twenty working days after the

	exercise of the Option]
Contract Rate	means an interest rate equal to 4% over the base rate of Barclays Bank Plc from time to time
Option Interest	means interest as defined in the First Schedule to the Agreement for Sale
Property	means the freehold property being all that land for the purpose of identification only shown edged red on the plan attached hereto and forming part of the land registered at the Land Registry under Title Number [to be allocated]
Seller's Solicitors	means W.F. Smith & Co. of Glencoe House Market Place Dareham Norfolk NR19 2AX Reference A. Stokes

1.2 Where a party is placed under a restriction in this Agreement the restriction is to be deemed to include the obligation on that party not to permit infringement of the restriction

1.3 The clause and paragraph headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer

1.4 Unless the context otherwise requires references :-

1.4.1 to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement; and


1.4.2 to a numbered paragraph in a schedule are references to the relevant paragraph in that schedule

1.5 Words denoting the singular include the plural meaning and vice versa

1.6 References to any statutes or statutory instruments include any statute or statutory instrument amending consolidating or replacing them respectively from time to time in force and references to a statute includes statutory instruments and regulations made pursuant to it

1.7 Words importing one gender include both other genders

## 2. Agreement for Sale and Purchase

- 
- The Seller will sell and the Buyer will buy the Property and the interest to be sold is freehold
3. Price  
The Price for the Property is Seventy thousand pounds (£70,000.00) plus Option Interest
  4. Completion arrangements
    - 4.1 Completion is to take place on the Completion Date at the offices of the Seller's Solicitors or elsewhere as they may reasonably direct
    - 4.2 The Buyer is to pay the money due on completion by direct credit to a bank account nominated by the Seller's Solicitors. The monies are to be treated as paid to the Seller at the time that it is received in that bank account.
  5. Title  
Title to the Property is registered at the Land Registry under Title No. [to be allocated] and the Seller has provided to the Buyer prior to the date hereof copies of the entries in the register of that title.
  6. Vacant Possession  
The sale of the Property is with vacant possession
  7. Specific matters subject to which the Property is sold
    - 7.1 The Property is affected by and sold subject to the matters noted upon the Property Register and entered in the Charges Register relating to the title to the Property (apart from financial charges)
    - 7.2 The Buyer or the Buyer's Solicitors having been supplied with copy entries relating to the title to the Property the Buyer is to be treated as entering into this Agreement knowing and fully accepting those terms and may not raise any objection to or requisition on them

Signed by the duly authorised representatives of the parties on the date at the head of this document

Signed by  
for and on behalf of the Seller

Signed by  
for and on behalf of the Buyer



## **THE SECOND SCHEDULE**

### **Buyer's Obligations**

1. The Buyer shall use all reasonable endeavours to obtain a Leisure Facility Planning Permission as soon as reasonably practicable after the date hereof including the submission of an Application and thereafter prosecuting the same with all reasonable speed and diligence
2. Following submission of an Application the Buyer shall keep the Seller regularly informed and updated as to the progress of such Application and supply to the Seller copies of all material correspondence and relevant minutes of any meetings relating thereto
3. Within ten working days of receipt of notice of any planning decision the Buyer will forward a copy to the Seller's Solicitors and if the planning decision has the effect of granting or confirming a planning permission then the Buyer shall within ten working days of receipt give written notice to the Seller of whether or not the Buyer considers that the planning permission is a Leisure Facility Planning Permission
4. Any dispute as to whether an actual or draft planning permission and related Planning Agreement is or will be a Leisure Facility Planning Permission shall be determined on the application of the Seller by the Expert
5. The Buyer shall use all reasonable endeavours to obtain Funding for the Development as soon as reasonably practicable after the date hereof and shall submit a Funding Application as soon as reasonably practicable after the date hereof
6. Following submission of a Funding Application the Buyer shall keep the Seller regularly informed and updated as to the progress of such Funding Application and shall supply to the Seller copies of all material correspondence and relevant minutes of any meetings relating thereto
7. Within ten working days of receipt of notice of the result of any Funding Application the Buyer will forward a copy to the Seller's Solicitors

## **THE THIRD SCHEDULE**

### **The Seller's Right of Pre-emption**

For the purposes of this Schedule the following expressions shall have the following meanings:-



- Disposal means a disposal of any of the Buyer's Estate or interest in the Property or any part thereof
- Offer Notice means the Notice signed by and served by the Buyer of this Schedule in the form set out in the Second Appendix to this Schedule
- Pre-emption Interest means interest at the Bank of England Base Rate from time to time calculated from the Completion Date (as defined in Clause 1 of this Agreement) up to and including the date of completion of the sale of the Property back to the Seller pursuant to the right of pre-emption
- Pre-emption Period means a period from the date of this Agreement until the earlier of the following dates:
- (i) 80 years from the date of this Agreement
  - (ii) completion of the Development (as defined in Clause 1 of this Agreement)
- Pre-emption Price means the sum of £70,000.00 (Seventy Thousand Pounds) plus Pre-emption Interest
- Right of Pre-emption means the right of pre-emption set out in paragraph 1 of this Schedule
- Sale Conditions means the terms of the sale and purchase of the Property as set out in the First Appendix to this Schedule
1. In consideration of the payment of £1.00 the receipt of which the Buyer acknowledges the Buyer grants to the Seller the right to purchase the Property in accordance with the provisions of this Schedule
  2. Before committing or effecting any Disposal within the Pre-emption Period the Buyer shall serve upon the Seller an Offer Notice
  3. The Pre-emption shall be exercisable by the Seller signing the Statement of Acceptance at the foot of the Offer Notice and serving on the Buyer within two calendar months after receipt of the Offer Notice
  4. On valid exercise of the Pre-emption the Buyer shall sell and the Seller shall buy the Property at the Pre-emption Price subject to the Sale Conditions

5. Completion of the sale of the Property is to take place twenty working days after the exercise of the right of Pre-emption
6. **Registration of the right of Pre-emption**
  - 6.1 The Seller will register a notice of the right of pre-emption and the Buyer will give such assistance as may be necessary and reasonably proper for such purpose
  - 6.2 If the right of pre-emption should lapse the Seller will procure that the Notice of the Pre-emption is removed
7. **Creation of Incumbrances**
  - 7.1 The Buyer may not create any incumbrance over the property at any time until the expiry of the Pre-emption Period without the consent of the Seller (such consent not to be unreasonably withheld)
  - 7.2 An incumbrance includes without limitation any easement restrictive covenant lease or other right of occupation use or enjoyment of the whole or part of the Property
8. **Value Added Tax**
  - 8.1 An obligation to pay money or give other consideration for the supply of goods and services includes an obligation to pay any Value Added Tax chargeable in respect of that payment
  - 8.2 Sums payable under this Schedule for the supply of goods and services are exclusive of Value Added Tax

**FIRST APPENDIX TO THE THIRD SCHEDULE**

**Sale Conditions (relating to the Seller's Pre-emption)**

DATED

PARTIES

Seller : **Swaffham Town Council** of 4 London Street, Swaffham, Norfolk, PE37 7DQ

Buyer : **A.L.I.H. (FARMS) LIMITED** (Company Number 1161464) of 1  
Buckingham Place London SW1E 6HR

**Operative Provisions**

1. Definitions and Interpretation
  - 1.1 Unless the contrary intention appears the following definitions apply :-

Actual Completion	means completion of the sale and purchase of the Property whether or not it
-------------------	---

	takes place on the Completion Date
Agreement for Sale	means an Agreement dated [            ] and made between A.L.I.H. (Farms) Limited and Swaffham Town Council relating to the Property
Completion Date	means [twenty working days after the exercise of the Right of Pre-emption]
Contract Rate	means an interest rate equal to 4% over the base rate of Barclays Bank Plc from time to time
Pre-emption Interest	means interest as defined in the Third Schedule to the Agreement for Sale
Property	means the freehold property being all that land for the purpose of identification only shown edged red on the plan attached hereto and forming part of the land registered at the Land Registry under Title Number [to be allocated]
Seller's Solicitors	means W.F. Smith & Co. of Glencoe House Market Place Dareham Norfolk NR19 2AX Reference A. Stokes

- 1.2 Where a party is placed under a restriction in this Agreement the restriction is to be deemed to include the obligation on that party not to permit infringement of the restriction
- 1.3 The clause and paragraph headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer
- 1.4 Unless the context otherwise requires references :-
- 1.4.1 to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement; and
- 1.4.2 to a numbered paragraph in a schedule are references to the relevant paragraph in that schedule
- 1.5 Words denoting the singular include the plural meaning and vice versa

- 1.6 References to any statutes or statutory instruments include any statute or statutory instrument amending consolidating or replacing them respectively from time to time in force and references to a statute includes statutory instruments and regulations made pursuant to it
- 1.7 Words importing one gender include both other genders
2. Agreement for Sale and Purchase  
The Seller will sell and the Buyer will buy the Property and the interest to be sold is freehold
3. Price  
The Price for the Property is Seventy thousand pounds (£70,000.00) plus Pre-emption Interest
4. Completion arrangements
- 4.1 Completion is to take place on the Completion Date at the offices of the Seller's Solicitors or elsewhere as they may reasonably direct
- 4.2 The Buyer is to pay the money due on completion by direct credit to a bank account nominated by the Seller's Solicitors. The monies are to be treated as paid to the Seller at the time that it is received in that bank account
5. Title  
Title to the Property is registered at the Land Registry under Title Number NK185438 and the Seller has provided to the Buyer prior to the date hereof copies of the entries in the register of that title
6. Vacant Possession  
The sale of the Property is with vacant possession
7. Specific matters subject to which the Property is sold
- 7.1 The Property is affected by and sold subject to the matters noted upon the Property Register and entered in the Charges Register relating to the title to the Property (apart from financial charges)
- 7.2 The Buyer or the Buyer's Solicitors having been supplied with copy entries relating to the title to the Property the Buyer is to be treated as entering into this Agreement knowing and fully accepting those terms and may not raise any objection to or requisition on them

**SECOND APPENDIX TO THIRD SCHEDULE**

**Form of Offer Notice**

**OFFER:**

**TO: ALIH (FARMS) LIMITED** (Company Number 1161464) whose registered office is at 1 Buckingham Place London SW1E 6HR

**FROM: SWAFFHAM TOWN COUNCIL** of 4 London Street, Swaffham, Norfolk, PE37 7DQ

**PROPERTY**

Freehold Property at Swaffham Norfolk as is registered under Title Number [to be allocated]

This notice is given in accordance with the terms of the Third Schedule of an Agreement dated [ ] made between ourselves relating to the Property (“the Agreement”)

- 1. As required by the Third Schedule of the Agreement we offer to sell the property to you at the Pre-emption Price as defined in that Third Schedule
- 2. The other terms of sale are contained in the Agreement and are incorporated in this Offer

Dated:

Signed for and on behalf of )  
**SWAFFHAM TOWN COUNCIL** ) .....

**ACCEPTANCE**

We A.L.I.H. (FARMS) LIMITED accept the Offer to sell the Property contained in the Offer Notice of which this is a duplicate dated

Signed for and on behalf of )  
**A.L.I.H. (FARMS) LIMITED** )  
.....

*(here set out Sale Conditions as set out in First Appendix to Third Schedule to main Agreement)*

\*\*\*\*\*

Signed by the duly authorised representatives of the parties on the date at the head of this document

Signed for and on behalf of )  
SWAFFHAM TOWN COUNCIL )

.....*R. Bowyer*.....