

SCHEDULE 5

Terms for Transfers

The terms for transfers made under the terms of this Deed are

- 1 In relation to County Sites (and in relation to the Sports Area and the Secondary Facility Access Area in the event of transfer effected by the Owner to the County Council) in accordance with (or substantially in accordance with) the forms of transfer annexed at Appendices 16 and 17 subject only to such amendments as may be proposed or agreed by the County Council acting reasonably
- 2 In relation to land to be transferred to the District Council or to a third party at the District Council's direction in accordance with (or substantially in accordance with) the form of transfer annexed at Appendix 18 subject only to such amendments as may be proposed or agreed by the District Council acting reasonably
- 3 The Standard Conditions Sale (Fourth Edition) shall apply subject to the following variations and in the event of any inconsistency between the Standard Conditions of Sale and the provisions of this deed the latter should prevail
 - 3 1 1 The seller is to bear the cost of complying with any public requirement arising prior to the date of offer and Standard Condition 3 1 4 is adjusted accordingly
 - 3 1 2 In the case of the Primary School Site and the Secondary Education Site the seller will transfer the property in the physical state provided for in clause 44 1 3 or as applicable 45 1 2 above and Standard Conditions 3 2 1, 5 1 1 and 5 1 2 are adjusted accordingly
 - 3 1 3 Completion will take place 20 Working Days from acceptance
 - 3 1 4 Time shall be of the essence in the contract as regards the completion date and Standard Condition 6 1 1 is modified accordingly
- 4 The consideration for such transfer shall be one peppercorn if demanded save that for the Secondary Education Site the consideration shall be the Secondary Facility Price
- 5 The Owner shall bear their own and the District Council's or as applicable County Council's reasonable legal and professional costs which shall be payable on completion
- 6 The transfer will be with vacant possession upon completion
- 7 Good marketable title shall be deduced in accordance with Standard Condition 4 free from any financial charge and the transfer will be with full title guarantee subject to the covenants rights easements restrictions and other matters referred to in the title to the land to be transferred as already deduced to the County Council and the District Council but subject always to compliance with clause 44.5

- 8 In the case of transfers to the District Council the transferee shall be under no obligation to contribute towards the costs of shared facilities (including parking)
- 9 In the case of transfer of the Sports Area to the County Council
 - 9 1 it shall be subject to a restriction that the said land shall only be used for the purposes of recreation and sports facilities for any Secondary Facility at the Secondary Education Site and for other recreation and sports purposes
 - 9 2 where a Secondary Facility Approval (New Facility) exists at the time of the transfer of the Sports Area and which Secondary Facility Approval (New Facility) or the proposal relating to it specifically includes reference to the Sports Area and its use the right of pre-emption included in the draft transfer of the School Sites appended to this Agreement as Appendix 16 shall equally apply to the Sports Area
 - 9 3 where at the time the transfer of the Sports Area occurs a Secondary Facility Approval (New Facility) either does not exist or exists but neither the Secondary Facility Approval (New Facility) nor the proposal relating to it specifically includes reference to the Sports Area and its use then a right of pre-emption shall be included in the transfer of the Sports Area which requires the County Council to transfer the Sports Area back to the person who transferred the Sports Area to the County Council (or to such other person as the transferor may in its absolute discretion direct) in the event that ten years after the date the Sports Area is transferred to the County Council the County Council has not completed the works to provide sports facilities on the Sports Area to serve the Secondary Facility