

Land Registry

Transfer of whole of registered title(s)

TR1

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.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

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.

1	Title number(s) of the property: WA826274
2	Property: Unit 4, Dinas Isaf Industrial Estate, Williamstown
3	Date: 18 July 2012
4	Transferor: Moulded Foams (Wales) Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2597684 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in United Kingdom including any prefix:
5	Transferee for entry in the register: Lear Investments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04331523 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register: Fairfax House, 15 Fulwood Place, London WC1V 6AY
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

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

Complete as necessary.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

<p>8 Consideration</p> <p><input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input checked="" type="checkbox"/> Insert other receipt as appropriate: The transfer is made and accepted in consideration of the Payments and release given in Panel 11.</p>
<p>9 The transferor transfers with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p>
<p>10 Declaration of trust. The transferee is more than one person and</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
<p>11 Additional provisions</p> <p>11.1 In this Transfer the following words shall have the following meanings –</p> <p>'Lease' means the lease of the Property dated 12 March 1997 made between (1) The Welsh Development Agency and (2) Moulded Foams (Wales Limited)</p> <p>'Term' means the unexpired residue of the Term granted by the Lease;</p> <p>'Dilapidations Payment' means the sum of Two Hundred and Fifty Thousand Pounds (£250,000);</p> <p>'Premium' means the sum of One Hundred Thousand Pounds (£100,000) plus VAT;</p> <p>'Payments' means the Dilapidations Payment and the Premium</p> <p>11.2 The Transferee has agreed to accept a surrender of the Lease and the Tenant's legal estate in the Property in consideration of –</p> <p>(a) the Premium;</p> <p>(b) the Dilapidations Payment as compensation to the Transferee for the dilapidations to the Property in full</p>

and final settlement of those dilapidations; and
(c) the release by the Transferee contained in clause 11.4.

11.3 In consideration of the Payments and of the release hereinafter contained the Transferor with full title guarantee assigns and surrenders to the Transferee the Lease and the Premises (including all easements granted to it whether legal or equitable) to the intent that the Term may merge and be extinguished in the Transferee's reversion immediately expectant thereon.

11.4 The Transferee releases the Transferor from all liability claims and demands in respect of the covenants and conditions contained in or otherwise arising in respect of the Lease and any other deed or document supplemental to the Lease.

11.5 The Transferor releases the Transferee from all liability claims and demands in respect of the covenants and conditions contained in or otherwise arising in respect of the Lease and any other deed or document supplemental to the Lease.

11.6 The surrender of the Lease pursuant to clause 11.3 shall take effect from 24 June 2012.

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.

12 Execution

Executed as a deed by)
Moulded Foam (Wales) Limited)
acting by)
a Director in the presence of -)

Director

Signature of Witness

Name

Address

.....

Occupation

