

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

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: SYK278807 SYK278407 E
2	Property: 43 Townhead Street, Sheffield S1 2EB
3	Date: 18 May 2023
4	<p>Transferor:</p> <p>Union Pension Trustees Limited (acting by its attorney FNZ (UK) Limited) and Paul Charles Singleton as Trustees of the IPS Pension Builder PC Singleton (S33325)</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 02634371</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Transferee for entry in the register:</p> <p>Paul Charles Singleton and Susan Lucy Singleton (as Trustees of the Singleton Family SSAS)</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Transferee's intended address(es) for service for entry in the register:</p> <p>475 Whirlowdale Road, Whirlow, Sheffield S11 9NH</p>
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.

8 Consideration

- ☐ The transferor has received from the transferee for the property the following sum (in words and figures):
- ☐ The transfer is not for money or anything that has a monetary value
- ☒ Insert other receipt as appropriate: The transfer is in consideration of the assumption by the Transferee of the obligation to pay pension benefits in place of the Transferor subject to the availability of the necessary assets at the material time

9 The transferor transfers with

- ☐ full title guarantee
- ☒ limited title guarantee

but subject to:-

- (a) the covenants set out in Sections 2 and 3 of the 1994 Act shall not extend to matters to which the Property is sold subject under the terms of the Agreement for Sale and for the purpose of Section 6(2)(a) of the 1994 Act all matters recorded in registers open to public inspection or which would be revealed by an inspection or survey of the Property are to be considered within the actual knowledge of the Transferee (this Transfer being made subject to all of them); and
- (b) the covenant set out in Section 3(1) of the 1994 Act shall not extend to imply that there are no rights exercisable by third parties in respect of the Letting Document(s) or that the Property is transferred free from any charges, incumbrances or rights created by any person entitled to the benefit of any of the Letting Document(s).

10 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance. These are both available on the GOV.UK website.

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

☒ they are to hold the property on trust:

In accordance with the terms of a Deed of Trust (establishing the Singleton Family SSAS) dated 19 May 2017 made between (1) Paul C Singleton Limited and (2) Paul Charles Singleton and Susan Lucy Singleton

11 Additional provisions

11.1 Definitions and Interpretation

11.1.1 In this Transfer the following definitions apply:

"**1994 Act**" means the Law of Property (Miscellaneous Provisions) Act 1994;

"**Letting Documents**" means each of the agreements for lease, leases, memoranda, licences, guarantees, deposit deeds, notices, court orders, statements of case and other ancillary documents recording the terms of the tenancies and occupational licences (and agreements for them) affecting the Property, brief details of which are set out in the Schedule.

11.1.2 In this Transfer:

- (a) a reference to the **Property** shall include in each case each and every part of the same;
- (b) the expressions **Transferor** and **Transferee** include their respective successors in title save that where it is expressed in this Transfer that directly enforceable covenants are to be given to or payments are to be made to or consents and approvals are required from the Transferee or the Transferor it shall be treated as a reference to the Transferor or the Transferee while they own the relevant property and thereafter their respective successors in title to such property;
- (c) except where expressly provided to the contrary, a reference to a statute or statutory instrument includes any modification or re-enactment of it from time to time and every instrument, order, direction, regulation, bye-law, permission, licence, consent, condition, scheme or rule made under it;
- (d) a reference to a person shall be construed so as to include any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association,

partnership, limited partnership, limited liability partnership, works council or employee representative body (in each case whether or not having separate legal personality);

- (e) references to a clause, Schedule, Annexure or Appendix are respectively to a clause of or a Schedule, Annexure or Appendix to this Transfer and references to paragraphs are to paragraphs of the relevant Schedule;
- (f) words in the singular shall include the plural and vice versa and a reference to one gender includes all genders;
- (g) except where expressly provided to the contrary, where a party includes two or more persons, the covenants made by that party are made by those persons jointly and severally;
- (h) the headings are inserted for convenience only and shall not affect the construction of this Transfer;
- (i) a reference to "includes" or "including" will be construed as "includes without limitation" or "including without limitation" (as the case may be);
- (j) general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class or examples of acts, matters or things;
- (k) a covenant by the Transferee or the Transferor not to do any act or thing includes a covenant not to permit or suffer such act or thing to be done.

11.2 Transfer

11.2.1 The Transferor transfers the Property to the Transferee:

- (a) subject to and with the benefit of the matters contained or referred to in the Property and Charges Registers of the Title Number of the Property referred to above so far as they are still subsisting and relate to or affect the Property (save for any financial charges); and
- (b) subject to and with the benefit of the Letting Documents.

11.3 Indemnity Covenant

The Transferee covenants by way of indemnity only with the Transferor that the Transferee will observe and perform the covenants, stipulations, and obligations, and other matters which fall to be observed and performed by the Transferor (whether as original covenantor or by way of indemnity or otherwise) contained or referred to in:

11.3.1 the Property and Charges Registers of the Title Number

of the Property so far as they are still subsisting and relate to or affect the Property;

11.3.2 the landlord's covenants in the Letting Documents; and

and will indemnify and keep the Transferor indemnified against all demands, actions, claims, liabilities, losses, damages, costs and expenses suffered or sustained by the Transferor as a result of any future breach, non-performance or non-observance of the same. The Transferee will also indemnify the Transferor against all liabilities or losses occasioned as a result of any outgoings (including historic rates) in connection with the Property.

11.4 Third Parties

No provision in this Transfer is enforceable under the Contracts (Rights of Third Parties) Act 1999, but this is without prejudice to any rights of any person which arise other than under the Contracts (Rights of Third Parties) Act 1999.

11.5 Limitation of Liability

11.5.1 The Transferor and the Transferee agree that notwithstanding any provisions hereby contained, the liability of each of Union Pension Trustees Limited (company number 02634371) and Paul Charles Singleton under this deed shall not be personal but shall be limited to the assets of the IPS Pension Builder PC Singleton (S33325) Trust or the consideration at any time any claims are made.

11.5.2 The liability of each of Paul Charles Singleton and Susan Lucy Singleton (as Trustees of The Singleton Family SSAS) under this Deed shall not be personal but shall at all times be limited to the assets of The Singleton Family SSAS ("the Scheme") and Paul Charles Singleton and Susan Lucy Singleton shall have no personal liability if they or any of them cease to be a trustee of the Scheme.

**SCHEDULE
Letting Document**

Date	Description	Parties
28/11/2016	Lease	(1) Union Pension Trustees Limited and Paul Charles Singleton (as Trustees of the IPS Pension Builder PC Singleton and (2) Simpson Sissons & Brooke LLP

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.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Remember to date this deed in panel 3.

12 Execution

EXECUTED as a Deed by **CHARLOTTE THOMPSON**

pursuant to a power of attorney dated 07 March 2023
in their capacity as attorney for FNZ (UK) Ltd
who in turn is acting in its capacity as attorney for
UNION PENSION TRUSTEES LIMITED pursuant
to a power of attorney dated 24 February 2023
which power of attorney authorises or permits the
delegation of the execution of this deed by
FNZ (UK) Ltd to the duly authorised attorney,

Signature of attorney

In the presence of

Signature of witness:

Witness name:

Address: **C/O DUNN'S HOUSE, ST PAULS ROAD,
SALISBURY, SP2 7BF**

SIGNED as a Deed by
PAUL CHARLES SINGLETON

(as Transferor)
in the presence of:-

Witness signature

Witness name **MARTIN PETER MILNER**

Witness address **TARA 18 BRIMCLIFFE EDGE CLOSE
SHEFFIELD 11**

Witness occupation

CHARTERED ACCOUNTANT

SIGNED as a Deed by
PAUL CHARLES SINGLETON

(as Transferee)
in the presence of:-

Witness signature

Witness name **MARTIN PETER MILNER**

Witness address **TARA 18 BRIMCLIFFE EDGE CLOSE
SHEFFIELD 11**

Witness occupation

CHARTERED ACCOUNTANT

SIGNED as a Deed by
SUSAN LUCY SINGLETON

in the presence of:-

Witness signature

M. P. MILNER

Witness name

MARTIN PETER MILNER

Witness address

THA 1 B BRINCLIFFE EDGECLIFF
SHEFFIELD 11

Witness occupation

CHARTERED ACCOUNTANT

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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