**ANTI - TURN CLAUSE WORDING**

1.1 In this Part 2 only of this Deed unless the context otherwise requires:

“**Development**” means has the meaning given in TCPA 1990

“**Disposition**” includes a charge conveyance, transfer, sale of legal interest, lease, tenancy, licence for exclusive possession of the Property, mortgage and charge and “Dispose of” or “Disposal of” has a corresponding meaning

“**Turn Period**” means the period commencing on the date of this Transfer and ending on the date being [ ] years from the date of this Transfer

1.2 If within the Turn Period the whole or any part or parts of the Property is or are Disposed of (other than by way of transfer not for value) or agreed to be Disposed of whether by the Transferee or any successor and whether by one or more transactions at a price or prices in the aggregate (“the Re-Sale Price”) exceeding the Purchase Price without having obtained planning consent for Development of the whole of the Property or without having undertaken any Development of the whole of the Property the Transferee shall pay to the Transferor a sum equal to 50% of the difference between the Price and the Re-Sale Price such sum to be paid within fourteen days of payment of the Re-Sale Price and following expiry of the Turn Period this clause 12.4 shall cease to have effect

1.3 If the Transferee wishes to dispose of the Property or any part of it after the date hereof then the Transferee will procure that any disponee will on such disposal enter into a deed of covenant with the Transferor to observe and perform the positive covenants on the part of the Transferee referred to in clause 12.4

1.4 Following expiry of the Turn Period and all payment of all sums due under clause 12.4 the Transferor agrees that following a request by the Transferee and at the Transferee’s cost (such costs to be reasonable and proper) to apply to the Land Registry to remove the restriction referred to at clause [ ] from the registered title to the Property and provide written confirmation to the Transferee that clause 1.2 is no longer applicable

1.5 The parties agree for the following restriction is to be registered on the title of the Property at the Land Registry:

*“Until [ ] no disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed on behalf of the Secretary of State for Defence (or his conveyancer) that the provisions of clause [12.11] to the Transfer dated [ ] and made between the Secretary of State for Defence (1) [TRANSFEREE] (2) have been complied with or do not apply.”*