ADDLESHAW GODDARD

Dated **2024**

BRYMORE NO 1 LTD

LONDONIST INTERNATIONAL MANAGEMENT LTD

SUPPLEMENTAL AGREEMENT

Sale of 53 Warminster Road, Norwood Junction, London

This Supplemental Agreement is made on 2024

Between

(1) **Brymore No 1 Ltd** (No. 1169964) whose registered office is at 6 Heddon Street, London W1B 4BT (**Seller**); and

(2) **Londonist International Management LTD** (No. 13884557) whose registered office is at 5 Great James Street, Holborn, London WC1N 3DB (**Buyer**)

SUPPLEMENTAL TO

An agreement for sale dated 3 February 2024 and made between the Seller (1) and the Buyer (2) (the "**Existing Agreement**") in respect of the sale and purchase of 53 Warminster Road, Norwood Junction, London SE25 4DQ.

It is agreed

1 The parties HEREBY AGREE AND CONFIRM that the Existing Agreement is amended so that the special conditions attached at the Appendix to this agreement are incorporated into the Existing Agreement as if the same were part of the Existing Agreement when it was entered into.

2 In all other conditions and respects the terms of the Existing Agreement shall remain in full force and effect and shall apply to this agreement as if the same were set out in full and are hereby deemed to be incorporated into this agreement.

3 All time periods contained or referred to in the Existing Agreement shall be calculated from the date of the Existing Agreement and not from the date of this agreement;

4 All definitions and interpretations as set out in the Existing Agreement apply in this agreement.

This agreement has been entered into on the date stated at the beginning of it.

Executed as a deed by **Brymore No 1 Ltd** acting by two directors or by a director and its secretary	)	.....
	)	Director
	)	
	)	.....
	)	Director/Secretary

Executed as a deed by **Londonist International Management LTD** acting by a single director in the presence of	)	
	)	.....
	)	Director

.....
Signature of witness

Name .....

Address .....

.....

Appendix 1

Special Conditions

Words that are neither in square brackets nor in italics constitute the SPECIAL CONDITIONS applicable to the relevant LOT. References to the GENERAL CONDITIONS are for convenience only and are not intended to be comprehensive.

Lot Number 213

Name and address of the SELLER

Brymore No 1 Ltd (Company No. 11629964) whose registered office is at 6 Heddon Street, London, United Kingdom, W1B 4BT

Name, address and reference of the SELLER'S conveyancer

Addleshaw Goddard LLP, Exchange Tower, 19 Canning Street, Edinburgh EH3 8EH

Brief description of the LOT (see CONDITION G1.1)

53 Warminster Road, London SE25 4DQ registered under title number SGL642124

Rights to be granted (see CONDITION G1.1)

See Transfer

Rights to be reserved (see CONDITION G1.1)

See Transfer

Exclusions (see CONDITION G1.1)

None.

TENANCIES (see CONDITION G1.2)

The TENANCIES are listed in the TENANCY SCHEDULE.

What the sale is subject to (see CONDITION G1)

The matters set out in the GENERAL CONDITIONS and the TENANCIES and other matters referred to in the Property and Charges registers of title number SGL642124

Chattels etc (see CONDITION G1.7)

No chattels are included in the sale but the Property will be sold as seen.

Deposit (see CONDITION G2)

10% of the PRICE to be paid to the AUCTIONEER and held by the AUCTIONEER (or, if the AUCTIONEER and/or SELLER chooses, the SELLER'S conveyancer) as stakeholder.

Insurance (see CONDITION G3)

The SELLER has no obligation to insure the LOT after the CONTRACT DATE.

Title (see CONDITION G4)

Freehold

Registered or unregistered?

Registered

Title guarantee (see CONDITION G4.3)

As set out in the TRANSFER

TRANSFER (see CONDITION G5)

A copy of the prescribed form of TRANSFER was made available prior to the AUCTION.

AGREED COMPLETION DATE (see CONDITION G6.1)

1 March 2024

ADDITIONAL AMOUNTS PAYABLE AT COMPLETION (IF ANY) (see CONDITION G6.2)

On completion the Buyer will reimburse the cost of official copy titles and documents included within the auction pack and made available prior to the auction in relation to the sale of the Lot ("Official Copy Fees"), and the Buyer will reimburse for the cost of any property searches included within the auction pack and made available prior to the auction in relation to the sale of the Lot ("Searches Fees"). The Buyer will be responsible for paying the auctioneers the sum of £250 plus VAT ("Buyer's Contribution to Auctioneers Fees on Completion").

INTEREST RATE (see CONDITION G10)

4% over Barclays Bank base rate from time to time.

ARREARS (see CONDITION G11)

Parts 1 and 2 of CONDITION G11 apply and the Buyer is to settle any Arrears on completion.

VAT (see CONDITIONS G14 and 15)

VAT is not payable as the transaction is exempt.

Capital allowances (see CONDITION G16)

No capital allowances are available.

Maintenance agreements (see CONDITION G17)

There are no maintenance agreements.

TUPE (see CONDITION G20)

There are no employees to which TUPE applies.

Environmental (see CONDITION G21)

CONDITION G21 does not apply.

Warranties (see CONDITION G25)

There are no available warranties.

Amendments to the GENERAL CONDITIONS

None.

Extra SPECIAL CONDITIONS

1. On Completion the completion money, together with the Official Copy Fees, Searches Fees and the Buyer's Contribution to Auctioneers Fees on Completion, shall be paid by electronic funds transfer to the Seller's Solicitor's Client Account Number 11122897 at The Royal Bank of Scotland plc, St Ann Street, Manchester (Sort Code 16-00-02) quoting reference: 366282-76/GUTHRA.

2. No later than 7 days prior to Completion the Buyer shall procure that its solicitor shall provide the Seller's Solicitors with details of its SRA registration number and shall confirm that it has taken all steps it believes reasonably necessary to verify the identity of the Buyer and shall provide certified copies of all requisite AML documentation to the Seller on request.

3. If due to default of the Buyer completion does not take place upon the Agreed Completion Date the Buyer shall pay the Seller's Solicitors' reasonable and proper costs (not being less than £250 plus VAT) for preparing and serving a notice to complete and (if appropriate) recalculating the completion statement and any other costs and disbursements reasonably incurred due to such default.

4. The Buyer admits that:-
    a. the Buyer has inspected the Lot and purchases it with full knowledge of its actual state and condition and shall take the Lot as it stands and subject to any matters affecting the Lot (which are discoverable on inspection; and

    b. the Buyer agrees to take the transfer of the Lot solely as a result of its own inspection and investigations and not in reliance upon any advertisement, statement, representation or warranty either written or oral or implied made by the Seller's Solicitors for or on behalf of the Seller; and

    c. no warranty, statement or representation has been made or given to the Buyer that the Lot can be used or developed in any particular way or for any particular purpose and the Seller shall not be liable to the Buyer if the Lot cannot for any reason whatsoever be so used or developed.

5. If the Buyer is an entity which is not incorporated in England, Wales, Scotland or Northern Ireland then on Completion the Buyer shall supply to the Seller a foreign opinion letter in the format required by the Seller's Solicitor duly completed by legal representatives fully authorised and qualified to give legal opinions under the laws of the country in which the Buyer is incorporated.

6. For a period of 12 months following completion, the Seller (and any other persons properly authorised by the Seller) shall subject to complying with the access provisions in the Leases, have the right (and the Buyer shall procure that the Seller has such right by way of making any relevant arrangements with the Tenants) to access the Property for the purposes of progressing the ongoing insurance claim the Seller has with its building insurers provided that the Seller causes as little disruption as reasonably possible when exercising this right.

7. On completion the Seller shall transfer the Retention (being £12,345.23 plus VAT) to the Buyer (which can be done by way of deduction from the Price on the completion statement). The Buyer shall hold and pay Collins (Contractors) Ltd ("**Contractor**") the Retention at the end of the Defects Period (being 7 July 2024) in accordance with the terms of the JCT contract between (1) the Seller and (2) the Contractor under which the Contractor is to carry out structural works to the Property and shall

indemnify the Seller against all costs and claims in respect of any failure to do so. The Buyer shall notify the Seller in writing once the Retention has been paid and provide reasonable evidence of receipt of the Retention by the Contractor. The Buyer shall within 14 days of receipt provide the Seller with the VAT invoice received from the Contractor to enable the Seller to recover the VAT.

TENANCY SCHEDULE

The Lot is sold subject to and with the benefit of the Tenancies listed below:

Property	Date	Original landlord and tenant	Current tenant	Term	Current rent
Flat A, 53 Warminster Road, London SE25 4DQ	31 August 2023	(1) Brymore No 1 Ltd (2) Elizabeth Edward Weeks	Elizabeth Edward Weeks	1 year from 1 September 2023	£1,450
Flat B, 53 Warminster Road, London SE25 4DQ	25 September 2023	(1) Brymore No 1 Ltd (2) Reuben Nicholas Reid-Williams and Rosetta Angelina La Porta	Reuben Nicholas Reid-Williams and Rosetta Angelina La Porta	1 year from 26 September 2023	£1,450
Flat C, 53 Warminster Road, London SE25 4DQ	14 February 2019	(1) Brymore No 1 Ltd (2) Wlodzimierz Umaniec and Chinonye Ifeoma Iroegbulem	Wlodzimierz Umaniec and Chinonye Ifeoma Iroegbulem	14 February 2019 to 31 August 2019. The Tenant is currently continuing to occupy under a contractual continuation tenancy.	£1,450
Flat D, 53 Warminster Road, London SE25 4DQ	25 August 2023	(1) Brymore No 1 Ltd (2) Taneisha Samanta Campbell and Opal Yolanda Mullings	Taneisha Samanta Campbell and Opal Yolanda Mullings	1 year from 26 August 2023	£1,700
Flat E, 53 Warminster Road, London SE25 4DQ	15 September 2023	(1) Brymore No 1 Ltd (2) Colin Brandon Toney	Colin Brandon Toney	1 year from 16 September 2023	£1,400.00

Flat F, 53 Warminster Road, London SE25 4DQ	11 October 2014	(1) Brymore No 1 Ltd (2) Keren Agyepong-Boateng	Keren Agyepong-Boateng	11 October 2014 to 30 April 2015 . The Tenant is currently continuing to occupy under a contractual continuation tenancy	£1,700.00
Flat G, 53 Warminster Road, London SE25 4DQ	23 August 2023	(1) Brymore No 1 Ltd (2) James Opeyemi Adekojo	James Opeyemi Adekojo	1 year from 26 August 2023	£1,400.00