These are the notes referred to on the following official copy

Title Number P2837

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

HM Land Registry

Transfer of portfolio of titles (whole or part)

TR5

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. This form should only be used where the same transferor transfers **all the titles** to the same transferee.

For information on how HM Land Registry processes your personal information, see our Personal Information Charter.

Enter 'U' In column 1 if the land is unregistered.

In column 2 enter 'W' for a transfer of whole of a registered title, or 'P' for a transfer of part of a registered title. Leave blank if the land is unregistered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue' in column 3. For transfers of part you must either attach a plan and state the reference used to identify the land transferred, for example 'edged red' or refer to an existing reference on the transferor's title plan. Any attached plan must be signed by the transferor.

In column 4 include information that cannot conveniently be included in another panel, such as whether the title is freehold or leasehold, apportioned consideration, differing title guarantees.

1 Title number of the property	(W) or (P)	Property	Other information
P2837	W	5 Birdhurst Road, Croydon CR2 7EE	
SY49720	W	27 and 29 Nicholson Road Croydon	
SY214905	W	29 St. Peters Road, Croydon CR0 1HN	
SY177754	W	48 St. Peters Road, Croydon CR0 1HG	
SY274610	W	73 St. Peters Road, Croydon CR0 1HS	
P84318	W	7 Spencer Road, Croydon CR2 7EL	
SGL341113	W	47 Temple Road, Croydon CR0 1HU	
SGL616860	W	47 Temple Road, Croydon - Land at Rear CR0 1HU	
SGL642124	W	53 Warminster Road, London SE25 4DQ	
SGL639558	W	59 Warminster Road, London SE25 4DQ	

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

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

3 Date: 09 November 2018

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

Complete as appropriate where the transferor is a company.

4 Transferor:
Brymore Estates Limited

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:
04363646

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s) of **all** of 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 HM 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.

5 Transferee for entry in the register:

Brymore No 1 Ltd

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

11629964

For overseas companies
(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

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.

6 Transferee's intended address(es) for service for entry in the register:

67 New Church Road
Hove
East Sussex
UK
BN3 4BA

7 The transferor transfers the property in panel 1 to the transferee

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

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:

£9,495,000 which shall be left outstanding as an intercompany debt owing from the Transferee to the Transferor

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Subject to the modifications in clause 11 of this Transfer.

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

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

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.

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

☐ they are to hold the Property on trust:

Use this panel for:
- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Additional provisions

Definitions:

Occupational Leases	All leases licences tenancy agreements and other occupational interests which may be in existence as at the date of this deed and copies of which have been made available to the Transferee.

1. The Transferor and the Transferee agree as follows:
   1.1. Section 62 of the Law of Property Act 1925 does not apply to this transfer so as to include any liberty, privilege, easement, right or advantage over any land retained by the Transferor. The Transferee will not be or become entitled to any liberty, privilege, easement, right or advantage over any land retained by the Transferor except those (if any) which are expressly granted by this transfer.
   1.2. The Transferor on behalf of itself and its successors in title consents to the access of light and air to the Property (and any building on it from time to time) from land retained by the Transferor but such consent will not give any absolute right to the Transferee (or its successors in title) and is revocable at any time by the Transferor or its successors in title.
2. The Transferee covenants on its own behalf and on behalf of its successors in title to observe and perform the covenants and conditions on the part of the landlord in or implied by the Occupational Leases and to indemnify the Transferor and keep the Transferor indemnified against any liability, loss or expense arising from any future failure to observe or perform them.
3. The Transferee covenants on its own behalf and on behalf of its successors in title to observe and perform the matters contained or referred to in the registers maintained by the Land Registry of the Property so far as they affect the Property and are subsisting and capable of being enforced and to indemnify the Transferor and keep the Transferor indemnified against any liability, loss or expense arising from any future failure to observe and perform them.
4. The Transferor transfers the Property with full title guarantee, subject to the following modifications:
   4.1. the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the words "and could not reasonably be expected to" in that section; and
   4.2. the Transferor shall not be liable under any of the covenants set out in section 3(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
5. This transfer has been executed as a deed and is delivered on the date stated at the beginning of it.

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 (e.g. 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 Brymore Estates Limited acting by a director In the presence of:
Signature of Director: L Lewis

Signature of witness:

Name (in BLOCK CAPITALS): NEIL FARRAR

Address:

DMH Stallard LLP
3rd Floor
1 Jubilee Street
Brighton
East Sussex
BN1 1GE

Executed as a deed by Brymore No 1 Ltd acting by a director In the presence of:
Signature of Director: L Lewis

Signature of witness:

Name (in BLOCK CAPITALS): NEIL FARRAR

Address:

DMH Stallard LLP
3rd Floor
1 Jubilee Street
Brighton
East Sussex
BN1 1GE

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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