

Land Registry
Transfer of whole of registered title(s)



TR1

Leave blank if not yet registered.

1 Title number(s) of the property: **LN241416 and LN244264**

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

2 Property: **40/41 Pall Mall London SW1Y 5JQ**

Give full name(s).

3 Date: **12 September 2013**

Complete as appropriate where the transferor is a company.

4 Transferor: **CAPITE HOLDINGS LIMITED**

For UK incorporated companies/LLPs
 Registered number of company or limited liability partnership including any prefix:
02095680

For overseas companies
 (a) Territory of incorporation:

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

Give full name(s).

5 Transferee for entry in the register: **PALL INVESTMENTS LIMITED**

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.

For UK incorporated companies/LLPs
 Registered number of company or limited liability partnership including any prefix:
08585858

For overseas companies
 (a) Territory of incorporation:

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

**Certified a true copy
 of the original
 PHILIP ROSS**

Each transferee may

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



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.

9 Mansfield Street London W1G 9NY

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.

7 The transferor transfers the property to the transferee

8 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures):

Eleven million five hundred thousand pounds (£11,500,000.00)

The transfer is not for money or anything that has a monetary value

Insert other receipt as appropriate:

Place 'X' in any box that applies.

9 The transferor transfers with

full title guarantee

limited title guarantee

In relation to the land title to which is registered with Title Number LN244264 the covenants set out in sections 3 and 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to liability for any subsisting breach of covenant or condition relating to the state and condition of the Property transferred.

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

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:

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

11 Additional provisions

1. Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Transfer under the Contracts (Rights of Third Parties) Act 1999.

2. The parties may vary this Transfer without the consent of a third party to whom an express right to enforce any of its terms has been provided.
3. The Property is transferred subject to and with the benefit of the documents as listed in Schedule 1 and/or the Occupational Lease Documents as listed in Schedule 2
4. The Transferee covenants with the Transferor by way of indemnity only to perform the following obligations insofar as the Transferor remains bound by them after the date of this Transfer:
 - (a) obligations arising from any of the matters noted upon or entered in the registers of the above title numbers;
 - (b) obligations arising under the documents as listed in Schedule 1;
 - (c) obligations arising under the Lease Documents as listed in Schedule 2;
 - (d) obligations arising under the Occupational Lease Documents as listed in Schedule 2; and to indemnify the Transferor against any liability for future breaches of any of them

**Schedule 1
(Documents)**

Date	Document	Parties
14.02.1851	Abstract of Lease	(1) Thomas Trevor Tatham (2) Sir James Watson, Thomas John Forbes and Thomas Porter
21.02.1978	Party Structure Award	(1) 40/41 Pall Mall S.W.1 (2) Army & Navy Club, Pall Mall, S.W.1
29.09.1981	Fire Escape Deed	The Trustees of the Army & Navy Club (1) Barking Industrial Properties Limited (2)
03.12.2010	Licence Agreement	(1) The Trustees of the Army and Navy Club (2) Capite Holdings Limited

**Schedule 2
(Occupational Lease Documents)**

Date	Document	Parties
Lower Floor, 40/41 Pall Mall, London SW1Y 5JQ – Lionel Frank		
07.01.2010	Lease	(1) Capite Holdings Limited (2) Lionel Frank

Basement (West), 40/41 Pall Mall, London SW1Y 5JQ – Citybutler Limited		
	Notice (LTBT1)	
11.04.2013	Statutory Declaration (LTBT3)	(1) Capite Holdings Limited (2) Citybutler Limited
11.04.2013	Lease	(1) Capite Holdings Limited (2) Citybutler Limited
11.04.2013	Deed of Rental Deposit	(1) Capite Holdings Limited (2) Citybutler Limited
Ground Floor, 40/41 Pall Mall, London SW1Y 5JQ – Killik and Co LLP		
27.11.1979	Counterpart Lease	(1) Barking Industrial Properties Limited (2) Gilt-Edge Travel Limited (3) London Trust Company Limited
05.02.1988	Counterpart Licence	(1) Rosediamond Holdings Limited (2) Gilt-Edge Travel Limited (3) Endsleigh Insurance Services Limited
31.05.2001	Counterpart Deed of Variation	(1) Capite Holdings Limited (2) Paul Geoffrey Killik, Matthew Nicolson Orr and David Paul Couch
01.07.2008	Notice of Underlease	(1) Capite Holdings Limited (2) Paul Geoffrey Killik, Matthew Nicolson Orr and David Paul Couch
02.06.2009	Counterpart Licence to Assign	(1) Capite Holdings Limited (2) Paul Geoffrey Killik, Matthew Nicolson Orr and David Paul Couch (3) Killik and Co. LLP (4) Paul Geoffrey Killik, Clement Hugh Mactaggart and Simon Marsh
02.06.2009	Transfer	
26.11.2012	Licence to Assign	(1) Capite Holdings Limited (2) Killik and Co LLP (3) Spicerhaart Property Services Limited (4) Spicerhaart Estate Agents Limited
26.11.2012	Licence to Assign	(1) Capite Holdings Limited (2) Killik and Co LLP (3) Spicerhaart Property Services

		Limited (4) Spicerhaart Estate Agents Limited
26.11.2012	Licence for Alterations	(1) Capite Holdings Limited (2) Spicerhaart Property Services Limited (3) Spicerhaart Estate Agents Limited
26.11.2012	Notice of Assignment and Charge	(1) Capite Holdings Limited (2) Spicerhaart Property Services Limited
Ground Floor, 40/41 Pall Mall, London SW1Y 5JQ – Biagio Cassella		
15.06.2007	Lease	(1) Capite Holdings Limited (2) Biagio Cassella
15.06.2007	Deed of Rental Deposit	(1) Capite Holdings Limited (2) Biagio Cassella
15.06.2007	Licence for Alterations	(1) Capite Holdings Limited (2) Biagio Cassella
First Floor (East), 40/41 Pall Mall, London SW1Y 5JQ – Atlantis Capital Management Limited		
22.03.2011	Statutory Declaration (LTBT3)	(1) Capite Holdings Limited (2) Atlantis Capital Management Limited
23.03.2011	Lease	(1) Capite Holdings Limited (2) Atlantis Capital Management Limited
29.06.2011	Counterpart Licence for Alterations	(1) Capite Holdings Limited (2) Atlantis Capital Management Limited
23.03.2011	Deed of Rental Deposit	(1) Capite Holdings Limited (2) Atlantis Capital Management Limited
First Floor (West), 40/41 Pall Mall, London SW1Y 5JQ - Humphrey Butler Limited		
	Notice (LTBT1)	
03.09.2008	Statutory Declaration (LTBT3)	(1) Capite Holdings Limited (2) Humphrey Butler Limited
09.09.2008	Counterpart Lease	(1) Capite Holdings Limited (2) Humphrey Butler Limited
09.09.2011	Deed of Variation	(1) Capite Holdings Limited

		(2) Humphrey Butler Limited
Second Floor (West), 40/41 Pall Mall, London SW1Y 5JQ - McLaren Construction Limited		
21.05.2013	Statutory Declaration (LTBT3)	(1) Capite Holdings Limited (2) McLaren Construction Limited
21.05.2013	Lease	(1) Capite Holdings Limited (2) McLaren Construction Limited
21.05.2013	Deed of Rental Deposit	(1) Capite Holdings Limited (2) McLaren Construction Limited
Third Floor (East), 40/41 Pall Mall, London SW1Y 5JQ - Ardencom Limited		
20.07.2011	Statutory Declaration (LTBT3)	
21.07.2011	Counterpart Lease	(1) Capite Holdings Limited (2) Ardencom Limited
21.07.2011	Deed of Rental Deposit	(1) Capite Holdings Limited (2) Ardencom Limited
Third Floor (West), 40/41 Pall Mall, London SW1Y 5JQ – Ann Cooley		
17.12.2010	Statutory Declaration (LTBT3)	(1) Capite Holdings Limited (2) Ann Cooley
22.12.2010	Counterpart Lease	(1) Capite Holdings Limited (2) Ann Cooley
22.12.2010	Counterpart Deed of Rental Deposit	(1) Capite Holdings Limited (2) Ann Cooley
Fourth Floor Flat, 40/41 Pall Mall, London SW1Y 5JQ – Hayward Morse		
18.10.2010	Assured Tenancy Agreement	(1) Capite Holdings Limited (2) Hayward Morse
Maisonette on Fourth and Fifth Floors, 40/41 Pall Mall, London SW1Y 5JQ – Mr Charles Harley Whitby and Mrs Eileen Whitby		
11.11.1998	Counterpart Lease	(1) Capite Holdings Limited (2) Mr Charles Harley Whitby and Mrs Eileen Whitby

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 **(CAPITE HOLDINGS LIMITED)** acting by a director and its secretary

Signature



Director

Signature



Secretary

Executed as a deed by **(PALL INVESTMENTS LIMITED)** acting by a director and its secretary

Signature

Director

Signature

Secretary

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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Transfer of whole of registered title(s)**

TR1

Leave blank if not yet registered.

1 Title number(s) of the property: **LN241416 and LN244264**

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

2 Property: **40/41 Pall Mall London SW1Y 5JQ**

Altered on 2013.09.11 under Rule 130 of the Land Registration Rules 2003 by P. HARRINGTON.
For Chief Land Registrar

Give full name(s).

3 Date: **11 September 2013**

Complete as appropriate where the transferor is a company.

4 Transferor: **CAPITE HOLDINGS LIMITED**

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

02095680

For overseas companies

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08585858

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Each transferee may

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**Certified a true copy
of the original
Philip Jones Solicitors**

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.

9 Mansfield Street London W1G 9NY

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- Insert other receipt as appropriate:

Place 'X' in any box that applies.

Add any modifications.

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- full title guarantee
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12 Execution

Executed as a deed by **(CAPITE HOLDINGS LIMITED)** acting by a director and its secretary

Signature	Director
Signature	Secretary

Executed as a deed by **(PALL INVESTMENTS LIMITED)** acting by a director and its secretary

Signature <i>PAJ</i>	Director
Signature <i>[Signature]</i>	Secretary

WARNING

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