

**These are the notes referred to on the following official copy**

Title Number NGL815787

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# Land Registry

## Transfer of whole of registered title(s)

TR1

**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: NGL815787
2	Property: 9 and 11 Grosvenor Gardens and 9 and 11 Grosvenor Gardens Mews East, London
3	Date: <i>25 January 2017</i>
4	Transferor:  Omaha Nominees One (A) Limited And Omaha Nominees One (B) Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  Omaha Nominees One (A) Limited: 06760194 Omaha Nominees One (B) Limited: 06760214  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register:  KILAM S.A.  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation: Luxembourg  (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register:  c/o One Portland Place, London W1B 1PN
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.

8 Consideration

The transferor has received from the transferee for the property the following sum (in words and figures): thirteen million one hundred and seventy five thousand pounds (£13,175,000) (exclusive of VAT).

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.

Add any modifications.

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

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.

9 The transferor transfers with

full title guarantee

limited title guarantee

The Transferor transfers the Property with no title guarantee and with no covenants for title, whether express or implied.

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:

11 Additional provisions

**Definitions:**

**Lease** means the lease dated 2 September 2002 between (1) Grosvenor Estate Belgravia (2) Prizeother Limited.

**Occupational Leases** means the leases listed in Schedule 1 attached to this Transfer and every deed or document supplemental to them and licence or consent granted under any of them.

11.1 The expression "Landlord covenant" and "Tenant covenant" have the meaning given to them by the Landlord and Tenant (Covenants) Act 1995.

11.2 The disposition effected by this transfer is subject to:

- (a) the entries contained or referred to in the property and charges register of title number NGL815787 (other than financial charges);
- (b) the tenant covenants and all terms and conditions contained or referred to in the Lease; and
- (c) the matters contained, mentioned or referred to in the Occupational Leases.

11.3 The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform:

- (a) incumbrances, covenants and restrictions (other than financial charges) contained or referred to in the property and charges registers of the title number NGL815787 in so far as they are subsisting and capable of taking effect;
- (b) the Tenant covenants in the Lease;
- (c) the Landlord covenants in the Occupational Leases;

and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

11.4 The Transferee covenants that the Transferee and the Transferee's successors in title will from the date of this transfer until the earlier of (i) the end of the term granted by the Lease or (ii) such time as the Transferee assigns its interest in the Lease and is released from liability by virtue of the Landlord and Tenant (Covenants) Act 1995, pay any rents reserved by the Lease and observe and perform the tenant covenants of the Lease and keep the Transferor indemnified against all proceedings, costs, claims and expenses arising because of any failure to do so.

11.5 A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

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

Signed as a deed on behalf of **OMAHA NOMINEES ONE (A) LIMITED**, acting by one director in the presence of a witness:

Director

M M Benady  
Director

Witness

Name: TERESA YUSTE  
Occupation: SECRETARY  
Address: 90 57/63 LINE WALL Rd, GIBRALTAR

Signed as a deed on behalf of **OMAHA NOMINEES ONE (B) LIMITED**, acting by one director in the presence of a witness:

Director

M M Benady  
Director

Witness

Name: TERESA YUSTE  
Occupation: SECRETARY  
Address: 90 57/63 LINE WALL Rd, GIBRALTAR

Signed as a deed on behalf of **KILAM S.A.**, a company

incorporated in Luxembourg, by

[ ]

and

[ ],

being persons who in accordance with the laws of that territory, are acting under the authority of the company

Authorised Signatory

Authorised Signatory

**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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**Schedule 1**  
**Occupational Leases**

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
<b>Ancillary documents to Lease</b>						
1.	3 August 2010	Letter re: Consent for Alterations (Lease) - 9/11 Grosvenor Gardens, London, SW1 – Part Ground Floor	(1) Grosvenor Estate Belgravia (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited	NGL815787	Copy	
2.	24 March 2010	Letter re: Consent to Alterations – retrospective (Lease) - 9/11 Grosvenor Gardens, London, SW1 – Third Floor	(1) Grosvenor Estate Belgravia (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited		Copy	
3.	18 January 2010	Letter re: Grant of Underlease - 9/11 Grosvenor Gardens, and 9/11 Grosvenor Gardens Mews East, London, SW1	(1) Grosvenor Estate Belgravia (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited		Copy	
4.	28 January 2011	Licence for Alterations (Lease) - 9/11 Grosvenor Gardens, London, SW1 – Part Fourth Floor	(1) Grosvenor Estate Belgravia (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited		Copy	
5.	3 November 2010	Licence for Alterations - 9/11 Grosvenor Gardens, London, SW1 – Part Ground Floor	(1) Grosvenor Estate Belgravia (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited		Copy	
6.	22 October 2010	Licence for Alterations - 9/11 Grosvenor Gardens, London,	(1) Grosvenor Estate Belgravia (2) Omaha		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
		SW1 – Third Floor	Nominees One (A) Limited and Omaha Nominees One (B) Limited			

**Basement and Garage - Hobs Reprographics Plc**

7.	15 October 2015	Lease by Reference	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Hobs Reprographics plc		Copy	
8.	26 October 2015	Notice of Underletting to Grosvenor Estate Belgravia	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Grosvenor Estate Belgravia		Copy	
9.	22 September 2011	Wayleave Agreement	(1) Virgin Media Limited  (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited; and  (3) Hobs Reprographics plc		Copy	

**Documents referred to in the current Lease (Basement and Garage)**

10.	13 April 2000	Previous Lease	(1) Ashtenue Properties Limited  (2) Hobs Reprographics Limited		Copy	
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**Garage 2 - VACANT**

**Ground (North) - Earl Kendrick Associates Limited**

11.	20 April 2016	Lease	(1) Omaha Nominees One (A)		Copy	
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Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
			Limited and Omaha Nominees One (B) Limited  (2) Earl Kendrick Associates Limited			
12.	20 April 2016	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Earl Kendrick Associates Limited		Copy	
13.	20 April 2016	Rent Deposit Deed	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Earl Kendrick Associates Limited		Copy	
14.	19 April 2016	Statutory Declaration	Earl Kendrick Associates Limited		Copy	
<b>Ground (South) - Arbitrage Property Capital Limited</b>						
15.	18 May 2015	Email re: alterations			Copy	
16.	28 May 2015	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Arbitrage Property Capital Limited		Copy	
17.	28 May 2015	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Arbitrage Property Capital Limited		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
18.	28 April 2015	Licence to Underlet	(1) Grosvenor Estate Belgravia  (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited		Copy	
19.	29 June 2016	Notice of Underletting	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Grosvenor Estate Belgravia		Copy	
20.	28 May 2015	Rent Deposit Deed	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Arbitrage Property Capital Limited		Copy	
21.	11 May 2015	Statutory Declaration	Arbitrage Property Capital Limited		Copy	
<b>First Floor - Breed Reply Limited</b>						
22.	30 January 2015	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Breed Reply Limited		Copy	
23.	6 March 2015	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Breed Reply Limited		Original	Yes
24.	1 March 2015	Notice of	(1) Omaha Nominees One (A)		Original	Yes

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
		Underletting	Limited and Omaha Nominees One (B) Limited  (2) Grosvenor Estate Belgravia			
25.	30 January 2015	Rent Deposit Deed	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Breed Reply Limited		Copy	
26.	30 January 2015	Statutory Declaration	Breed Reply Limited		Copy	
27.	28 January 2015	Superior Landlord Consent Letter	Grosvenor Estate Belgravia		Copy	
28.	6 March 2015	Wayleave Agreement	(1) Virgin Media Limited  (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited		Original	Yes
<b>First Floor Flat</b>						
29.	Undated	Assured Shorthold Tenancy Agreement	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Ms Adele Alimkhanova		Copy	
30.	22 September 2016	Consent to Underlet	Grosvenor Estate Belgravia		Copy	
31.	26 September 2016	Notice of Underletting	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Grosvenor		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
			Estate Belgravia			
<b>Mezzanine - Breed Reply Limited</b>						
32.	30 January 2015	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Breed Reply Limited		Copy	
33.	6 March 2015	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Breed Reply Limited		Copy	
34.	1 March 2015	Notice of Underletting	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Grosvenor Estate Belgravia		Copy	
35.	30 January 2015	Rent Deposit Deed	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Breed Reply Limited		Copy	
36.	30 January 2015	Statutory Declaration	Breed Reply Limited		Copy	
37.	18 December 2014	Superior Landlord Consent Letter	Grosvenor Estate Belgravia		Copy	
38.	6 March 2015	Wayleave Agreement	(1) Virgin Media Limited  (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B)		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
			Limited			

**Part Second (North) - Williams Trading Europe LLP**

39.	15 October 2014	Consent to Underlease	Grosvenor Estate Belgravia		Original	Yes
40.	20 January 2015	Notice of Underletting	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Grosvenor Estate Belgravia		Original	Yes
41.	23 December 2014	Reversionary Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Williams Trading Europe LLP		Original	Yes
42.	10 December 2014	Statutory Declaration	Williams Trading Europe LLP		Original	Yes

**Documents referred to in the current Lease (Part Second (North))**

43.	27 January 2010	Existing Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Williams Trading Europe LLP		Original	Yes
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**Part Second (South) - Orbis Business Intelligence Limited**

44.	25 June 2015	Email re: Licence for Works			Copy	
45.	22 October 2015	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Orbis		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
			Business Intelligence Limited			
46.	23 September 2015	Licence to Underlet	Grosvenor Estate Belgravia		Copy	
47.	2 November 2015	Notice of Underletting	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Grosvenor Estate Belgravia		Copy	
48.	22 October 2015	Rent Deposit Deed	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Orbis Business Intelligence Limited		Copy	
49.	5 October 2015	Statutory Declaration	Orbis Business Intelligence Limited		Copy	

**Part Third (North) - Landbay Partners Limited**

50.	19 May 2015	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Landbay Partners Limited		Copy	
51.	18 May 2015	Letter of Authority	Landbay Partners Limited		Copy	
52.	19 May 2015	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Landbay Partners Limited		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
53.	29 June 2015	Notice of Underletting	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Grosvenor Estate Belgravia		Copy	
54.	19 May 2015	Rent Deposit Deed	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Landbay Partners Limited		Copy	
55.	18 May 2015	Statutory Declaration	Landbay Partners Limited		Copy	

**Documents referred to in the current lease (Part Third (North))**

56.	2 September 2002	Superior Lease	(1) Grosvenor Estate Belgravia  (2) Prizeother Limited		Copy	
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**Part Third (South) - Citylink Telecommunications Limited**

57.	14 May 2013	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Citylink Telecommunications Limited		Original	Yes
58.	13 March 2013	Letter of Consent	Grosvenor Estate Belgravia		Original	Yes
59.	4 June 2013	Licence for Alterations	(1) Grosvenor Estate Belgravia  (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B)		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
			Limited			
60.	22 July 2013	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Citylink Telecommunications Limited		Original	Yes
61.	21 March 2013	Statutory Declaration	Citylink Telecommunications Limited		Original	Yes

**Documents referred to in the current lease (Part Third (South))**

62.	2 September 2002	Lease	(1) Grosvenor Estate Belgravia  (2) Prizeother Limited		Copy	
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**Fourth - First Belgravia Properties Limited**

63.	19 February 2015	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) First Belgravia Properties Limited		Copy	
64.	15 May 2015	Licence for Alterations	(1) Grosvenor Estate Belgravia  (2) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited		Copy	
65.	19 February 2015	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) First Belgravia Properties		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
			Limited			
66.	24 April 2015	Notice of Underletting	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Grosvenor Estate Belgravia		Copy	
67.	19 February 2015	Rent Deposit Deed	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) First Belgravia Properties Limited		Copy	
68.	5 February 2015	Statutory Declaration	First Belgravia Properties Limited		Copy	
69.	10 April 2015	Wayleave Agreement	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) British Telecommunications plc		Copy	

**Part Fifth (North) - Petroleum Pipe Group Limited**

70.	2 June 2016	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited  (2) Petroleum Pipe Group Limited		Copy	
71.	2 June 2016	Legal Opinion given by Mourant Ozannes			Copy	
72.	2 June 2016	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B)		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
			Limited (2) Petroleum Pipe Group Limited			
73.	8 August 2016	Notice of Underletting	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited (2) Grosvenor Estate Belgravia		Copy	
74.	31 May 2016	Statutory Declaration	Petroleum Pipe Group Limited		Copy	
<b>Part Fifth (South) - Buckingham Gate Financial Services Limited</b>						
75.	23 December 2016	Lease	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited (2) Buckingham Gate Financial Services Limited		Copy	
76.	23 December 2016	Licence for Alterations	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited (2) Buckingham Gate Financial Services Limited		Copy	
77.	23 December 2016	Rent Deposit Deed	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B) Limited (2) Buckingham Gate Financial Services Limited		Copy	
78.	23 December 2016	Side Letter for Monthly Rent Concession	(1) Omaha Nominees One (A) Limited and Omaha Nominees One (B)		Copy	

Ref	Date	Document	Parties	Title Number	Original or copy	Will original be handed over on completion?
			Limited (2) Buckingham Gate Financial Services Limited			