

**Transfer of whole  
of registered title(s)**

HM Land Registry

**TR1**

*(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)*

**1. Stamp Duty**

We hereby certify this to be  
a true copy of the original

.....  
**Kanter Jules**

Place "X" in the box that applies and complete the box in the appropriate certificate

- I/We hereby certify that this instrument falls within category  in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of  
£
- I/We hereby certify that this instrument is exempt from stamp duty by virtue of the provisions of Section 92 of the Finance Act 2001

**2. Title Number(s) of the Property** *(leave blank if not yet registered)*

ESX248565

**3. Property**

177-187 (odd numbers) Terminus Road, Eastbourne BN21 3NX

*If this transfer is made under section 37 of the Land Registration Act 1925 following a not-yet-registered dealing with part only of the land in a title, or is made under rule 72 of the Land Registration Rules 1925, include a reference to the last preceding document of title containing a description of the property.*

**4. Date** 25<sup>th</sup> April 2003

**5. Transferor** *(give full names and Company's Registered Number if any)*

Mold Limited (a company incorporated in Jersey under number 60645)

**6. Transferee for entry on the register** *(Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.)*

Leopold Noé, Susan Debra Noé and Joey J Joseph the Trustees of the Rachel Charitable Trust (a charity registered under No. 276441).

*Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.*

**7. Transferee's intended address(es) for service in the U.K.** *(including postcode) for entry on the register*

5 Wigmore Street London W1U 1PB

**8. The Transferor transfers the property to the Transferee.**

**9. Consideration** *(Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)*

- The Transferor has received from the Transferee for the property the sum of *(in words and figures)*  
FOUR MILLION TWO HUNDRED THOUSAND POUNDS (£4,200,000.00)
- (insert other receipt as appropriate)*
- The Transfer is not for money or anything which has a monetary value

10. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee  limited title guarantee

But the covenants implied by the Law of Property (Miscellaneous Provisions) act 1994 (the "Act") shall be modified as follows:  
a) the covenants implied by section 2 of the Act shall be limited by the matters contained or referred to in the Property and Charges Register of the Title;  
b) for the purpose of section 6 (2) (a) of the Act all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee;  
c) for the purpose of section 6(1) of the Act the Transfer will have effect as if it is expressly made subject to all matters to which the property is sold subject under the terms of the Agreement between the Transferor and the Transferee dated 24 March 2003 ("the Agreement")

11. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

- The transferees are to hold the property on trust for themselves as joint tenants.  
 The transferees are to hold the property on trust for themselves as tenants in common in equal shares.  
 The transferees are to hold the property (complete as necessary)

Pursuant to section 82 of the Charities Act 1993 on trust for the Rachel Charitable Trust (a charity registered under No. 276441)

12. Additional Provision(s) Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations, etc.

1. The Transferee for themselves and their successors in title hereby covenant with the Transferor in the following terms:-  
a) to observe and perform the covenants on the part of the landlord to be observed and performed as the same are contained or referred to in the Lease and ancillary documents short particulars of which are set out in the Schedule hereto  
b) (by way of indemnity only and not further or otherwise and only in so far as the same are subsisting and capable of taking effect) to observe and perform the covenants restrictions conditions stipulations and matters contained in or referred to in the Property and the Charges Register of the Title; and  
c) to indemnify and keep indemnified the Transferor against all actions costs claims and liability or loss arising out of any breach non-observance or non-performance of the covenants restrictions conditions stipulations and other matters contained or referred to in a) and (b) or either of them.

2. Notwithstanding anything herein expressed or implied to the contrary it is hereby agreed and confirmed that the liability of the individual trustees (from time to time) of the Rachel Charitable Trust under the terms of this Transfer or of the Agreement to which it gives effect shall be limited to the value of the assets of the Rachel Charitable Trust.

### THE SCHEDULE

<u>DATE</u>	<u>DOCUMENT</u>	<u>PARTIES</u>
September 1969	Counterpart Lease	(1) Legal and General Assurance Society Limited (2) John Barker and Company Limited
2 April 1987	Licence to Assign	(1) Legal and General Assurance Society Limited (2) Army and Navy Stores Plc (3) House of Fraser (Stores) Limited
1 October 1997	Rent Review Memorandum	Legal and General Assurance Society Limited
2 November 1998	Licence to Assign	(1) Legal and General Assurance Society Limited (2) House of Fraser (Stores) Limited (3) T J Hughes Plc
3 November 1998	Notice	T J Hughes Plc to Legal Assurance Society Limited
1 July 2000	Statutory Declaration of Sean L McLoughlin (and the documents referred to therein)	

13. The Transferors and all other necessary parties should execute this transfer as a deed using the space below. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

Executed as a deed by Mold Limited acting by two directors or a director and secretary:

Sign here

Director

~~Director~~  
Secretary

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

*Melissa Foley*

MELISSA FOLEY

44 ESPLANADE, ST HELIER, JERSEY, JE1 3UG

ASSISTANT TRUST COMPANY ADMINISTRATOR

Signed as a deed by LEOPOLD NOÉ in the presence of:

Sign here

*J Whymann Junama*

S Wigmore St, London, W1U 1PB

Secretary

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

*Joele Whymann*

JOELE WHYMAN

S WIGMORE ST, LONDON, W1U 1PB

Secretary

Signed as a deed by SUSAN DEBRA NOÉ in the presence of:

Sign here

*J Whymann Junama*

SWigmore Street, London, W1U 1PB

Secretary

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

*Joele Whymann*

JOELE WHYMAN

S WIGMORE ST, LONDON, W1U 1PB

Secretary

Signed as a deed by JOEY J JOSEPH in the presence of:

Sign here

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

*Felice Goodman*

FELICE GOODMAN

923 FINCHLEY ROAD, LONDON NW11 7PE

PA