

1	Title number(s) of the property: AGL49985
2	Property: 1 Dukes Green Avenue Faggs Road Feltham TW14 0LR
3	Date: 5 November 2018
4	Transferor: Zurich Assurance Ltd <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 2456671 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in United Kingdom including any prefix:
5	Transferee for entry in the register: Permitted Developments Investments No 9 Ltd <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: (b) Registered number in United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register:
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) ☐ The transfer is not for money or anything that has a monetary value ☐ Insert other receipt as appropriate:

9 The transferor transfers with

- ☒ full title guarantee
☐ limited title guarantee

- 1 The covenants set out in sections 2 3 4 and 5 of the Law of Property (Miscellaneous Provisions) Act 1994 (the "1994 Act") shall not extend to any matters now recorded in registers open to public inspection.
- 2 The covenants set out in section 3 of the 1994 Act shall not extend to charges incumbrances or other rights exercisable by third parties other than those created by the Transferor.
- 3 The Transferor shall not be liable under any of the covenants set out in sections 2 and 3 of the 1994 Act after the date being the earlier of any disposition by the Transferee and the date twelve years after the date of this Transfer.

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

1 **Definitions**

Letting Documents means those leases detailed in the Schedule.

2. **Transfer**

The Property is transferred subject to and (where appropriate) with the benefit of the matters contained or referred to in the Letting Documents.

3. **Indemnity covenants**

- 3.1 In order to give the Transferor a full indemnity the Transferee covenants with the Transferor that the Transferee and the persons deriving title under it will at all times after the date of this Transfer observe and perform the covenants restrictions stipulations and declarations (if any) referred to in the entries on the Property and Charges Registers of the title numbers referred to above and will indemnify and keep the Transferor and its estate and effects indemnified against all actions claims demands and liability in respect of any future non-observance or non-performance of such covenants restrictions stipulations declarations and entries
- 3.2 In order to give the Transferor a full indemnity the Transferee covenants with the Transferor that the Transferee and the persons deriving title under it will at all times after the date of this Transfer observe and perform the covenants and other obligations on the part of the landlord contained in the Letting Documents listed in this Transfer and will indemnify and keep the Transferor and its estate and effects indemnified against all actions claims

demands and liability in respect of any future non-observance or non-performance of such covenants and obligations

4. Third Parties

The parties to this Transfer do not intend that any term of this Transfer shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

5. Restriction

The Transferee will apply for the following restriction to be entered onto the Proprietorship Register for the above title number:

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Threadneedle Portfolio Services Limited (company registration number 00285988) of Cannon Place 78 Cannon Street London EC4N 6AG

Schedule – Letting Documents

Date	Document	Parties
31.01.1990	Lease	(1) Challengerhold Limited (2) The Southern Electricity Board
06.10.2011	Opinion letter	OPF Partners Luxembourg
07.10.2011	Lease	(1) Zurich Assurance Ltd (2) Global Draw Limited (3) Scientific Games Luxembourg Holdings S.A.R.L
07.10.2011	Supplemental agreement	(1) Zurich Assurance Ltd (2) Global Draw Limited (3) Scientific Games Luxembourg Holdings S.A.R.L
31.03.2016	Licence for alterations	(1) Zurich Assurance Ltd (2) Global Draw Limited (3) Scientific Games Luxembourg

		Holdings S.A.R.L
23.01,2017	Rent review memorandum	(1) Zurich Assurance Ltd (2) Global Draw Limited

12 Execution

Executed as a deed by affixing the common seal of
THREADNEEDLE PORTFOLIO SERVICES LIMITED as attorney for **ZURICH ASSURANCE LTD**
pursuant to a Power of Attorney dated or with effect
from 1 March 2015 in the presence of:

.....
Authorised Signatory

.....
Authorised Signatory

Executed as a deed by
PERMITTED DEVELOPMENTS INVESTMENTS NO 9 LTD
acting by: Director



Director/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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