

DATED

21 April

2009

REBECCA LOUISE GASTON AND ZAC WHARTON

and

WILLIAM HILL ORGANIZATION LIMITED

LEASE

Relating to

274/276 Laird Street
Birkenhead
Wirral
Merseyside
CH41 8EW

Version 3: Final

ElliotMatherLLP
Solicitors

The Courtyard
49 Low Pavement
Chesterfield
Derbyshire S40 1PB
T: 01246 231288
DX:12,362 Chesterfield

PRESCRIBED CLAUSES

LR1. Date of lease

21 April 2009

LR2. Title number(s)

LR2.1 Landlord's title number(s)

MS110383

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

REBECCA LOUISE GASTON of 4 Goosecroft Close, Samlesbury Bottom, Preston, Lancashire, PR8 0SS; and

ZAC WHARTON of 122 Archer Road, Sheffield, S8 0JT

Tenant

WILLIAM HILL ORGANIZATION LIMITED

Company Registration Number: 00278208

Registered office: Greenside House, 50 Station Road, Wood Green, London, N22 7TP

Other parties

Guarantor

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.10 of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at Clause 1.2 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

THIS LEASE is dated 21 April 2009

PARTIES

- (1) **REBECCA LOUISE GASTON** of 4 Goosecroft Close, Samlesbury Bottom, Preston, Lancashire, PR8 0SS and **ZAC WHARTON** of 122 Archer Road, Sheffield, S8 0JT (Landlord).
- (2) **WILLIAM HILL ORGANIZATION LIMITED**, incorporated and registered in England and Wales with company number 00278208 whose registered office is at Greenside House, 50 Station Road, Wood Green, London, N22 7TP (Tenant)

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation set out in this clause apply to this lease.

- 1.1 **Annual Rent:** rent at an initial rate of £6,250 (six thousand two hundred and fifty pounds) per annum and then as revised pursuant to this lease and any interim rent determined under the 1954 Act.
- 1.2 **Contractual Term:** a term of fifteen (15) years beginning on, and including 1 March 2008 and ending on, and including 28 February 2023.
- 1.3 **CDM Regulations:** the Construction (Design and Management) Regulations 2007.
- 1.4 **Default Interest Rate:** four percentage points above the Interest Rate.
- 1.5 **Insurance Rent:** the aggregate in each year of the cost of the premium after any discount or commission for the insurance of:
 - 1.5.1 the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,
 - 1.5.2 loss of Annual Rent of the Property for three years, and
 - 1.5.3 any insurance premium tax payable on the above.
- 1.6 **Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, subsidence, landslip,

terrorism and any other risks against which the Landlord reasonably decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

- 1.7 **Interest Rate:** interest at the base lending rate from time to time of Barclays Bank PLC, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.
- 1.8 **Landlord's Surveyor:** any professionally qualified person or firm appointed by or acting for the Landlord (who shall act as if in an independent capacity) to perform the function of the surveyor for any purpose in this Lease.
- 1.9 **Permitted Use:** in respect of the ground floor as a licensed betting office including any ancillary facilities permitted from time to time under relevant legislation governing the operation of a licensed betting office or with the Landlord's consent (such consent not to be unreasonably withheld or delayed) for any other use that falls within classes A1 or A2 of the Town & Country Planning (Use Classes) Order 1987 and in respect of the first floor to use it as offices in use class B1.
- 1.10 **Property:** the land and building at 274/276 Laird Street, Birkenhead, Wirral, Merseyside, CH41 8EW and shown edged with red on the plan attached to this lease
- 1.11 **Rent Payment Dates:** 25 March, 24 June, 29 September and 25 December.
- 1.12 **Reservations:** all of the rights excepted, reserved and granted to the Landlord by this lease.
- 1.13 **Review Dates:** 1 March 2013, and 1st March 2018.
- 1.14 **Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
- 1.15 **Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and the charges register of title number CH1731.
- 1.16 **VAT:** value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.
- 1.17 **1954 Act:** Landlord and Tenant Act 1954.

H. M. LAND REGISTRY

NATIONAL GRID PLAN

SJ 3089

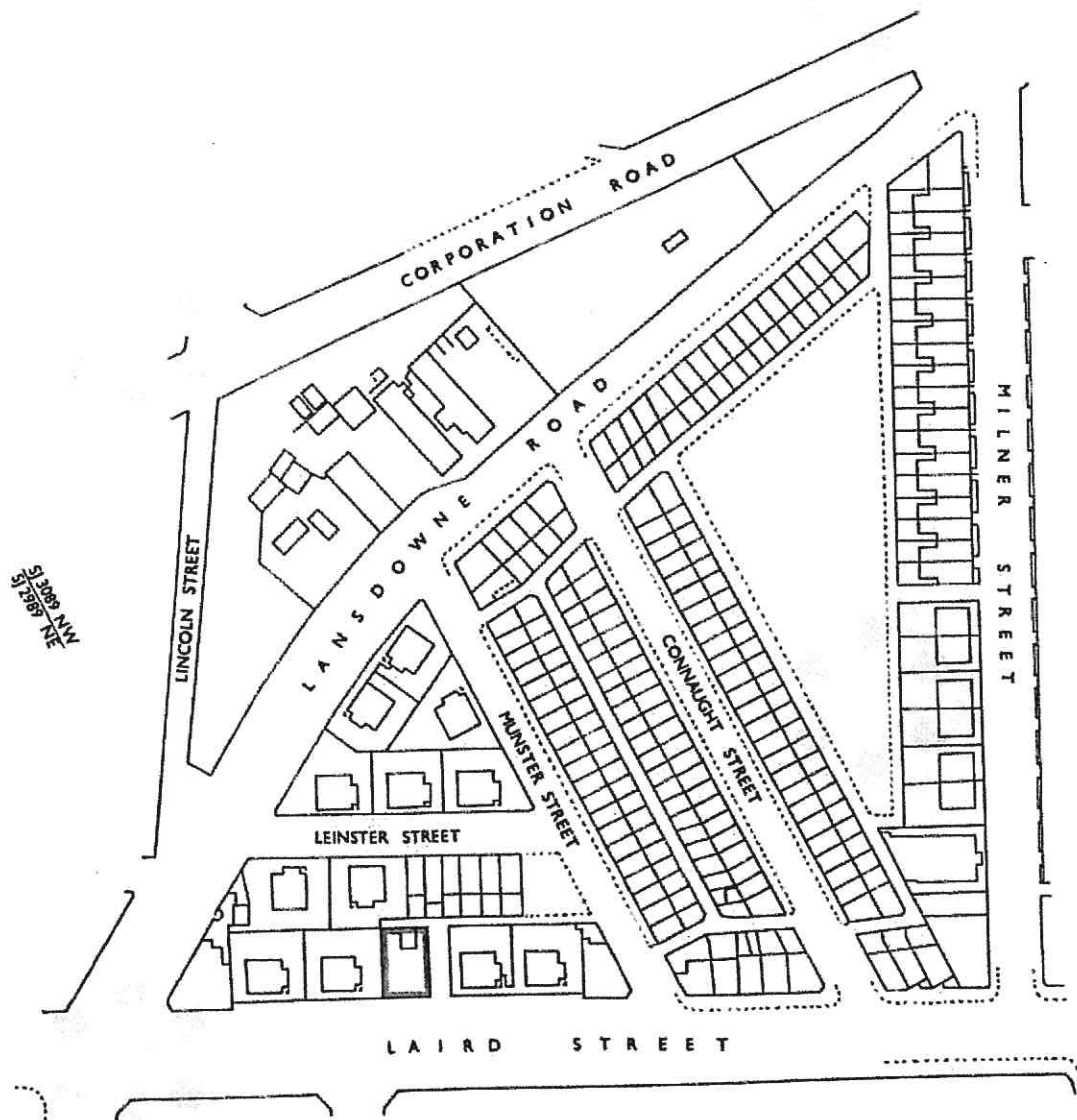
SECTION A

~~CHESHIRE~~

Scale 1/1250

COUNTY OF MERSEYSIDE
WIRRAL DISTRICT

~~BIRKENHEAD COUNTY BOROUGH~~



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3.80

TITLE No. MS110383

- 1.18 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.19 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.20 In relation to any payment, a reference to a **fair proportion** is to a fair and reasonable proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord's Surveyor
- 1.21 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.22 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.23 A reference to the **term** is to the Contractual Term and any agreed or statutory continuation of this lease.
- 1.24 A reference to the **end of the term** is to the end of the term however it ends.
- 1.25 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.6.
- 1.26 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.27 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.28 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

- 1.29 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.30 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.31 A **person** includes a corporate or unincorporated body.
- 1.32 References to **writing** or **written** do not include email.
- 1.33 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.34 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- 2.3.1 the Annual Rent and all VAT in respect of it; and
 - 2.3.2 the Insurance Rent.

3. ANCILLARY RIGHTS

- 3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.2 The right to construct and maintain on some part of the Property in a position to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) broadcast receiving apparatus including satellite dishes of a type required by the Tenant

- 3.3 The right to construct and maintain on some part of the Property in a position to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) air conditioning plant including necessary condensers of the type required by the Tenant

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The Landlord reserves the right to attach any sign, hoarding, placard, board, poster or advertisement on the exterior of the western elevation of the Property, so long as it does not interfere with the Permitted Use.
- 4.2 The Landlord reserves the right to enter the Property for any purpose mentioned in or connected with:
- a. this lease; and
 - b. the Landlord's interest in the Property.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time by prior appointment during usual business hours except in the case of an emergency, the parties exercising such right causing as little disturbance to the Tenant and its business as reasonably possible and making good all damage caused.

5. THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property by prior appointment with the Tenant in accordance with its terms. The parties exercising such right causing as little disturbance to the Tenant and its business as reasonably possible and making good all damage caused.

6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by cheque or BACS payment.

7. REVIEW OF THE ANNUAL RENT

- 7.1 In this clause the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the Surveyor is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to the greater of:
- 7.2.1 the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it); and
 - 7.2.2 the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
- 7.4.1 in the open market;
 - 7.4.2 at the relevant Review Date;
 - 7.4.3 on the assumptions listed in clause 7.5; and
 - 7.4.4 disregarding the matters listed in clause 7.6.
- 7.5 The assumptions are:
- 7.5.1 the Property is available to let in the open market:
 - a. by a willing lessor to a willing lessee (which may be the Tenant);
 - b. as a whole;
 - c. with vacant possession;
 - d. without a fine or a premium;
 - e. for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 10 years commencing on the relevant Review Date, if longer; and

- f. otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent;
 - 7.5.2 the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date to reflect the need to fit out the Property;
 - 7.5.3 the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - 7.5.4 the Tenant has fully complied with its obligations in this lease;
 - 7.5.5 if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
 - 7.5.6 no work has been carried out on the Property that has diminished its rental value; and
 - 7.5.7 any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.
- 7.6 The matters to be disregarded are:
- 7.6.1 any effect on rent of the fact that the Tenant or any authorised undertenant or their respective predecessors in title has been in occupation of the Property;
 - 7.6.2 any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
 - 7.6.3 any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord(except obligations requiring compliance with statutes or directions of local authorities or other bodies exercising powers under statute or Royal Charter);
 - 7.6.4 any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
 - 7.6.5 any statutory restriction on rents or the right to recover them.
 - 7.6.6 all Tenant's fixtures and fittings within the Property
 - 7.6.7 any betting premises licence relating to the Property

- 7.7 The Landlord and the Tenant may appoint an independent valuer at any time before either of them applies to the President for an independent valuer to be appointed. The Landlord or the Tenant may apply to the President for an independent valuer to be appointed at any time after the date which is three months before the relevant Review Date. The independent valuer shall be an associate or fellow of the Royal Institution of Chartered Surveyors.
- 7.8 The Surveyor shall act as an arbitrator and not as an expert.
- 7.9 If the Surveyor dies, delays or becomes unwilling or incapable of acting, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.
- 7.10 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 7.11 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
- 7.11.1 the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- 7.11.2 interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.
- 7.12 Time shall not be of the essence for the purposes of this clause.

- 7.13 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.
- 7.14 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. INSURANCE

- 8.1 Subject to clause 8.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant AND:
- 8.1.1 To procure that the interests of the Tenant and any undertenant are noted or endorsed on the policy or policies of such insurance
 - 8.1.2 To notify the Tenant forthwith of any material change in the risks covered by the policy or policies of such insurance from time to time
 - 8.1.3 To produce to the Tenant on demand written confirmation from the insurers that they have agreed to waive all rights of subrogation against the Tenant and any undertenant
 - 8.1.4 To ensure that every policy of insurance effected by the Landlord hereunder contains a non-invalidating clause
- 8.2 The Landlord's obligation to insure is subject to:
- 8.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - 8.2.2 insurance being available in the London insurance market on reasonable terms reasonably acceptable to the Landlord.
- 8.3 The Tenant shall pay to the Landlord within 28 days of receipt of a written demand:
- 8.3.1 the Insurance Rent;
 - 8.3.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
 - 8.3.3 any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes provided such valuation is not carried out more than once in every three years of the Term.

- 8.4 If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.
- 8.5 The Tenant shall:
- 8.5.1 give the Landlord notice as soon as the Tenant becomes aware of any matter that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
 - 8.5.2 not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
 - 8.5.3 comply at all times with the reasonable requirements and recommendations of the insurers relating to the Property;
 - 8.5.4 give the Landlord as soon as the Tenant becomes aware of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
 - 8.5.5 not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
 - 8.5.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.
- 8.6 The Landlord shall, use reasonable endeavours to obtain all necessary planning and other consents and use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:
- 8.6.1 provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - 8.6.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
 - 8.6.3 repair or rebuild the Property after a notice has been served pursuant to clause 8.8.

- 8.7 If the Property or the means of access and services is damaged or destroyed by an Insured Risk so as to be unfit for occupation or use then, save to the extent the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property or the means of access and services has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.
- 8.8 If at the expiration of two years and ten months following damage to or destruction of the Property the Landlord having used all reasonable endeavours has found it impossible and impractical to reinstate the Property either party may terminate this lease by giving not less than two months written notice to the other party. Upon expiry of such notice this lease shall determine but this shall be without prejudice to any right or remedy of either party against the other in respect of any breach of the Tenant's covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9. RATES AND TAXES

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- 9.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - 9.1.2 any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 9.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

10. UTILITIES

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

11. COMMON ITEMS

- 11.1 The Tenant shall pay the Landlord within 14 days of receipt of a written demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.
- 11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

- 12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. On receipt of a VAT invoice the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

13. DEFAULT INTEREST AND INTEREST

- 13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

- 13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

- 14.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of:

- 14.1.1 the enforcement of the tenant covenants of this lease;
- 14.1.2 serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- 14.1.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- 14.1.4 the preparation and service of a schedule of dilapidations in connection with this lease but only in relation to dilapidations occurring during the Term; and
- 14.1.5 any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

- 14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

16. REGISTRATION OF THIS LEASE

Promptly following the grant of this lease, the Tenant shall apply to register this lease at the Land Registry. The Tenant shall ensure that any requisitions raised by

the Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

17. ASSIGNMENTS

17.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

17.2 The Tenant shall not assign part only of this lease.

17.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:

17.3.1 is in respect of all the tenant covenants of this lease;

17.3.2 is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;

17.3.3 imposes principal debtor liability on the assignor (and any former tenant);

17.3.4 requires (in the event of a disclaimer of liability under this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

17.3.5 is otherwise in a form reasonably required by the Landlord.

17.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent or other money due under this lease is outstanding.

17.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

18. UNDERLETTINGS

18.1 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.

- 18.2 The Tenant shall not underlet part only of the Property.
- 18.3 The Tenant shall not underlet the Property:
- 18.3.1 together with any property or any right over property that is not included within this lease;
 - 18.3.2 at a fine or premium or reverse premium; nor
 - 18.3.3 allowing any rent free period to the undertenant.
- 18.4 Any underletting by the Tenant shall be by deed and shall include:
- 18.4.1 the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease;
 - 18.4.2 provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
 - 18.4.3 a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease;
 - 18.4.4 provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease;
 - 18.4.5 provisions that allow the Tenant (as the landlord of the underlease) to terminate the underlease no later than the earliest date on which this lease may be terminated pursuant to clause 36,
- 18.5 and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld or delayed.
- 18.6 In relation to any underlease granted by the Tenant, the Tenant shall:
- 18.6.1 not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed;
 - 18.6.2 enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease;

19. SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the 1954 Act) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

20. CHARGING

20.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

20.2 The Tenant shall not charge part only of this lease.

21. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at the Land Registry or by reason only of joint legal ownership).

22. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

22.1 In this clause a Transaction is:

22.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

22.1.2 the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

22.1.3 the making of any other arrangement for the occupation of the Property.

22.2 In respect of every Transaction that is registrable at the Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by the Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

22.3 No later than one month after a Transaction the Tenant shall:

- 22.3.1 give the Landlord's solicitors notice of the Transaction;
 - 22.3.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
 - 22.3.3 pay the Landlord's solicitors a registration fee of £40 (plus VAT).
- 22.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

23. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

24. REPAIRS

- 24.1 The Tenant shall keep the Property clean and tidy and in good repair and condition. Provided always that the Tenant shall not be required to put the Property in any better state of repair and condition than as evidenced by the schedule of condition attached to this Lease.
- 24.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, save to the extent that:
- 24.2.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
 - 24.2.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

25. DECORATION

- 25.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 25.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

- 25.3 All decoration carried out in the last three months of the term shall also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord such approval not to be unreasonably withheld or delayed.

26. ALTERATIONS

- 26.1 The Tenant shall not without the Landlord's consent (such consent not to be unreasonably withheld or delayed) make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property PROVIDED THAT the following alterations shall be permitted by the Tenant, acting reasonably without the Landlord's consent:

26.1.1 to the Tenant's shop front and fascia in accordance with the Tenant's corporate design and colour scheme

26.1.2 to internal partitioning and other shop fitting works

26.1.3 to internal non-structural alterations

- 26.2 If the Landlord gives the Tenant consent to carry out alterations or additions to the Property the Tenant will:

26.2.1 (where the Landlord's consent is required) supply the Landlord with three copies of the plans and specifications of the alterations or additions and will have them approved by the Landlord in writing before starting any work which approval shall not be unreasonably withheld or delayed

26.2.2 carry out such alterations or additions in a good and workmanlike manner and with good quality materials and to the reasonable satisfaction of the Landlord

26.2.3 at the expiry of the Term if requested by the Landlord reinstate the Property at its own expense to the condition it was in before the execution of the alterations or additions and make good all consequential damage to the Property to the reasonable satisfaction of the Landlord

27. SIGNS

- 27.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

- 27.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use.

27.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

27.4 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires PROVIDED ALWAYS that such board does not obscure the Tenant's fascia sign.

28. RETURNING THE PROPERTY TO THE LANDLORD

28.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

28.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall at the end of the Term remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

28.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

28.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than twenty one working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

28.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

29. USE

29.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

29.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury nuisance to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

- 29.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

30. COMPLIANCE WITH LAWS

- 30.1 The Tenant shall comply with all laws relating to:
- 30.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 30.1.2 the use of all Service Media and machinery and equipment at or serving the Property;
 - 30.1.3 any works carried out at the Property; and
 - 30.1.4 all materials kept at or disposed from the Property.
- 30.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 30.3 As soon as possible after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- 30.3.1 send a copy of the relevant document to the Landlord; and
 - 30.3.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require save where such action would be materially adverse to the Tenants interests under this lease
- 30.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent such consent not to be unreasonably withheld or delayed.
- 30.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 30.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 30.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason

of any failure of the Tenant to comply with any of the tenant covenants in this lease.

- 30.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

31. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 31.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 31.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- 31.2.1 give notice to the Landlord as soon as the Tenant becomes aware; and
- 31.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 31.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 31.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 31.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- 31.5.1 notify the Landlord as soon as the Tenant becomes aware; and
- 31.5.2 take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

32. REMEDY BREACHES

- 32.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 32.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency,

then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

- 32.3 The reasonable costs incurred by the Landlord in carrying out any works pursuant to this clause (and any reasonable professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 32.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 35.

33. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

34. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

- 34.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord or title paramount.
- 34.2 So long as the Landlord is Rebecca Louise Gaston and Zac Wharton:
- 34.2.1 they will not charge to the Tenant value added tax (or similar tax which shall replace value added tax (in respect of any rent payable under this lease) unless value added tax on rent becomes mandatory notwithstanding the observance of the next following subclause); and
- 34.2.2 they will not make an election to waive the exemption in respect of value added tax so far as it concerns rent or other payments receivable in connection with the Property.

35. GUARANTEE AND INDEMNITY

- 35.1 If any of the events mentioned in clause 37.1.3 occurs in relation to a guarantor that is a corporation, or if any of the events mentioned in clause 37.1.3h occurs in relation to one or more individuals who is a guarantor or if one or more of those individuals dies or becomes incapable of managing its affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord enters into a replacement or additional guarantee and indemnity of the tenant

covenants of this lease in the same form as that entered into by the former guarantor.

- 35.2 For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

36. TENANT OPTION TO DETERMINE

- 36.1 In this clause the Tenant means only William Hill Organization Limited (Company Registration Number 00278208) whose registered office is at Greenside House, 50 Station Road, Wood Green, London, N22 7TP and the right to break in this clause is personal to that person.

- 36.2 In this clause:

36.2.1 **Break Date** means 1 March 2013 and 1 March 2018, and

36.2.2 **Break Notice** means a notice served pursuant to clause 36.3.

- 36.3 Subject to clause 36.4, the Tenant may terminate this lease on any Break Date by serving notice on the Landlord.

- 36.4 A Break Notice shall be of no effect if:

36.4.1 the Tenant has assigned this lease before it serves the Break Notice (whether or not it has made an application to the Land Registry to register the assignment), or

36.4.2 the Break Notice does not comply with the requirements of this clause, or

36.4.3 the Break Notice is served otherwise than in accordance with this clause, or

36.4.4 at the Break Date stated in the Break Notice the rent first reserved under this lease due to have been paid on or before that date, has not been paid.

- 36.5 The Break Notice shall be in writing and for the purposes of this clause writing does not include facsimile transmission or e-mail.

- 36.6 The Break Notice shall state the Break Date in respect of which it is served.

- 36.7 The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property.

- 36.8 The Break Notice shall be signed by a person who is expressed to sign on behalf of and with the authority of the Tenant.

- 36.9 The Break Notice shall be served by delivering it by hand or sending it by recorded or special delivery to the Landlord at 122 Archer Road, Sheffield, S8 0JT and marked for the attention of Zac Wharton or at such other address and/or marked for the attention of such other person as the Landlord shall have notified to the Tenant.
- 36.10 A Break Notice delivered or sent by the Tenant in accordance with clause 36.9 shall be deemed to have been served on the Landlord:
- 36.10.1 if delivered by hand, on the day of delivery, except that if delivery occurs after 5pm on a Working Day or on a day that is not a Working Day, then the notice shall be deemed to have been served on the next Working Day,
- 36.10.2 if sent by recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).
- 36.11 The Break Notice shall be delivered or sent by the Tenant so that it shall be deemed to have been served on the Landlord as provided by clause 36.10 not less than six months before the Break Date stated in the Break Notice (and for the avoidance of doubt, the day of deemed receipt shall not be taken into account in calculating the period of six months).
- 36.12 Neither section 196 of the Law of Property Act 1925, nor section 725 of the Companies Act 1985 nor clause 40 shall apply to a Break Notice, but those sections and clause 40 shall apply to any other notice served pursuant to this clause.
- 36.13 Time shall be of the essence in respect of all time periods and limits in this clause.
- 36.14 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease, including any covenants expressed to be complied with before the end of the term.
- 36.15 Nothing in this clause makes time of the essence in relation to any time limit in clause 7 ("Rent Review").

37. CONDITION FOR RE-ENTRY

- 37.1 The Landlord may re-enter the Property at any time after any of the following occurs:
- 37.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- 37.1.2 any breach of any condition of, or tenant covenant, in this lease;

37.1.3 where the Tenant is a corporation:

- a. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant; or
- b. the making of an application for an administration order or the making of an administration order in relation to the Tenant ; or
- c. the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant ; or
- d. the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant ; or
- e. the commencement of a voluntary winding-up in respect of the Tenant , except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- f. the making of a petition for a winding-up order or a winding-up order in respect of the Tenant ; or
- g. the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant to be struck-off; or
- h. the Tenant otherwise ceasing to exist,
where the Tenant or any guarantor is an individual:
 - i. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant ; or
 - j. the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant .

37.2 If the Landlord re-enters the Property pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

38. LIABILITY

38.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

38.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

38.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

39.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

39.2 The Tenant acknowledges that in entering into this lease it is not relying on, and shall have no remedy in respect of, any statement or representation made by or on behalf of the Landlord.

39.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

39.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

40. NOTICES, CONSENTS AND APPROVALS

40.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

40.2 A written notice shall be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

40.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease PROVIDED ALWAYS that whilst the Tenant is William Hill Organization Limited all notices shall be served at its registered office.

40.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- 40.4.1 it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
- 40.4.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 40.5 If a waiver is given, it shall not affect the requirement for a deed for any other consent.
- 40.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- 40.6.1 the approval is being given in a case of emergency; or
- 40.6.2 this lease expressly states that the approval need not be in writing.
- 40.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

41. GOVERNING LAW AND JURISDICTION

- 41.1 This lease shall be governed by and construed in accordance with the law of England and Wales.
- 41.2 The Landlord and the Tenant (and any guarantor) irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this lease or the legal relationships established by it.

42. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

43. LANDLORD AND TENANT (COVENANTS) ACT 1995

- 43.1 This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

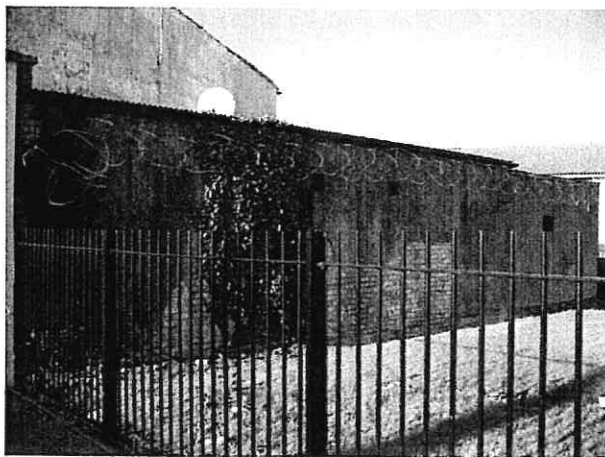
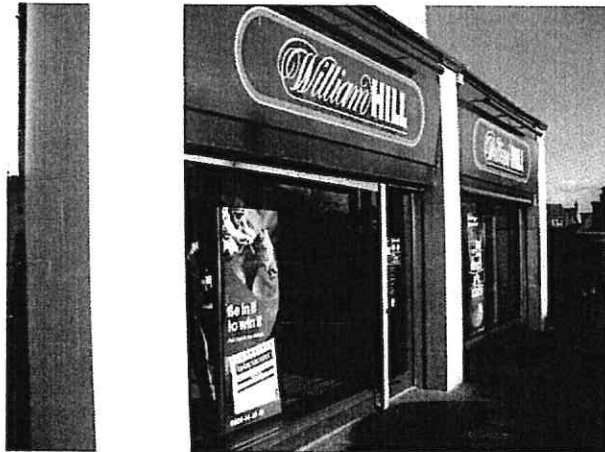
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

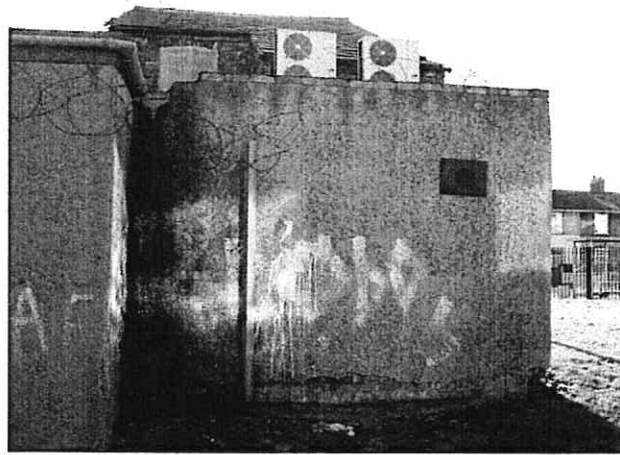
SCHEDULE OF CONDITION

Schedule of Condition Jan 2009

274-276 Laird Street

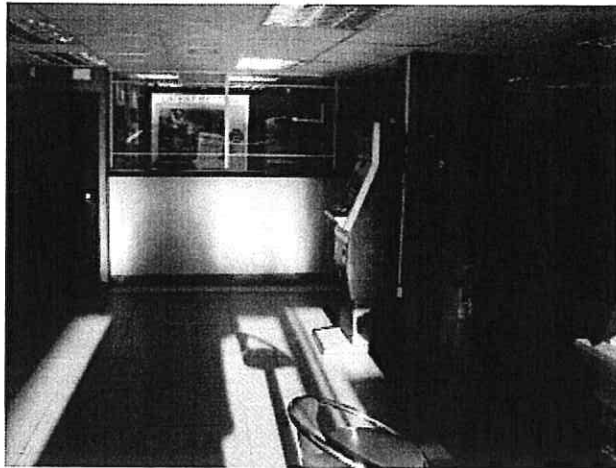
Exterior





Interior





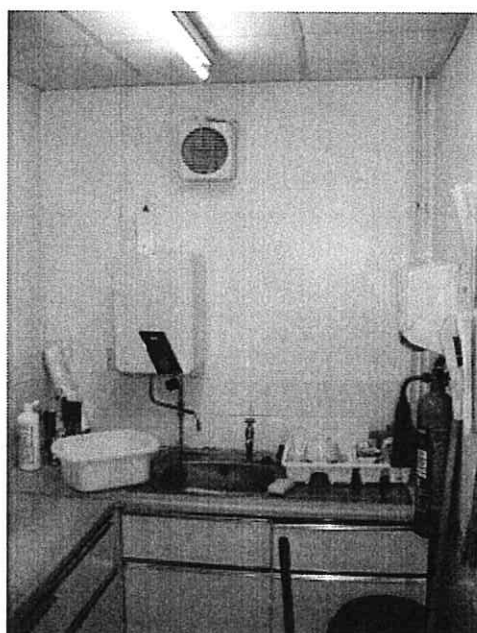
Internal Shots – Toilets Gents



Diabld / Female



Kitchen Area



IN WITNESS WHEREOF the parties have hereunto set their hand the day and date first before written

SIGNED as a Deed by
ZAC WHARTON in the presence
of

)
)
)



Witness Signature

Witness Name

Witness Address

Witness Occupation

AD
AMY DIXON
ELLIOT MATHER LLP
CHESTERFIELD
SOLICITOR

SIGNED as a Deed by
REBECCA LOUISE GASTON in the
presence of

)
)
)



Witness Signature

Witness Name

Witness Address

Witness Occupation

Denna Phillips
Denna Phillips
21 Acce lane
Bramberough
Nirral CH62 7EN
Administrator