

**LR1. Date of Lease***27th October*

2006

**LR2. Title number(s)****LR2.1 Landlord's title number(s)***Title number(s) out of which this lease is granted. Leave blank if not registered.*

CH 440449

**LR2.2 Other title numbers***Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.*

CH 521483

**LR3. Parties to this lease***Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.***Landlord**The Council of the City of Chester of  
The Forum, Chester CH1 2HS**Tenant**The Chester Race Company  
Limited (Company Registration  
Number 37600) whose registered  
office is at The Racecourse Chester  
CH1 2LY**Other parties***Specify capacity of each party, for example "management company", "guarantor", etc*

WE HEREBY CERTIFY THAT THIS IS  
A TRUE AND EXACT COPY OF THE ORIGINAL  
*macfarlanes* MACFARLANES  
10 NORWICH STREET  
LONDON EC4A 1BD

/-\_\_\_\_\_  
Limited (Company Registration  
Number \_\_\_\_\_) whose  
registered office is at \_\_\_\_\_

(a guarantor)

**LR4. Property***Insert a full description of the land being leased; or**Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.**Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.***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.**The Property is described in Clause  
1.2 of this Lease

## **LR5. Prescribed Statements etc**

*If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.*

*In LR5.2, omit or delete those Acts which do not apply to this lease.*

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

**LR5.2 This lease is made under, or by reference to, provisions of:**  
*Not applicable*

## **LR6. Term for which the Property is leased**

*Include only the appropriate statement (duly completed) from the three options.  
NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*

The term is as specified in this lease at clause 2

## **LR7. Premium**

*Specify the total premium, inclusive of any VAT where payable*

Nil

## **LR8. Prohibitions or restrictions on disposing of this lease**

*Include whichever of the two statements is appropriate.*

*Do not set out here the wording of the provision.*

This lease contains a provision that prohibits or restricts dispositions.

## **LR9. Rights of acquisition etc.**

*Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

**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.**

Not applicable.

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

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

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

Not applicable

*Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

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

See Clause 3 and Schedule 1 of this Lease;

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

See Clause 3 and Schedule 2 of this Lease

**LR12. Estate rent charge burdening the Property**

None

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rent charge.*

**LR13. Application for standard form of restriction**

Not Applicable

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.*

*Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*

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

*If the Tenant is one person, omit or delete all  
the alternative statements.*

*If the Tenant is more than one person,  
complete this clause by omitting or deleting  
all inapplicable alternative statements.*

**HM LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**

County and District : Cheshire : Chester

Title number out of which lease is granted : CH 440449

Property let : Land adjacent to Chester Racecourse,  
Nun's Road, Chester

THIS SUPPLEMENTAL LEASE AND DEED OF VARIATION is made the *27<sup>th</sup>* day of *October* 2006 BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF CHESTER** of The Forum Chester CH1 2HS ('the Landlord') and
- (2) **THE CHESTER RACE COMPANY LIMITED** the registered office of which is at the Racecourse Chester CH1 2LY ('the Tenant')

NOW THIS DEED WITNESSES as follows:

**1 DEFINITIONS AND INTERPRETATION**

For all purposes of this deed the terms defined in this clause have the meanings specified and words phrases and other matters not defined or interpreted in this deed shall be defined or interpreted as they are defined or interpreted in the Principal Lease (if they are so defined or interpreted)

**1.1 Interpretation of 'this Lease'**

Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document except the Principal Lease.

**1.2 'The Premises'**

'The Premises' means **ALL THAT** land comprising 2.09 acres at the Roodee, Chester shown edged red on the Plan

**1.3 'The Other Premises'**

'The Other Premises' means all that the premises demised by the Principal Lease

**1.4 'The Principal Lease'**

'The Principal Lease' means a lease dated 28<sup>th</sup> November 2003 and made between (1) the Landlord and (2) the Tenant by which all that land and buildings known as Chester Racecourse Chester was demised to the Tenant for a term of 35 years from 1<sup>st</sup> January 2000 at an initial rent of £48,000 a year.

**1.5 'The Existing Right'**

'The Existing Right' means the right contained in paragraph 1.2 First Schedule of the Principal Lease

**1.6 'The New Right'**

'The New Right' means the right set out in the Second Schedule of this deed

**1.7 'The Plan'**

'The Plan' means the plan annexed to this deed

**1.8 'The Path Crossing'**

'The Path Crossing' means the section of footpath forming part of the Adjoining Property shown coloured brown on the Plan

**1.9 'The Accessway'**

'The Accessway' means the accessway forming part of the Adjoining Property shown edged blue on the Plan

**2 DEMISE**

The Landlord lets the Premises to the Tenant with full title guarantee, **TOGETHER** with the rights specified in Schedule 1 but **TO HOLD** the Premises to the Tenant for a term commencing on and including the date hereof to and including and expiring on 1<sup>st</sup> January 2035, **SUBJECT** to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Premises

**3 TERMS OF THIS LEASE**

Except as to the premises demised, the variation effected by clause 5 and the matters contained in Schedules 1 and 2 this Lease is made upon the same terms and subject to the same covenants, provisos and conditions and granted together with and excepting and reserving to the Landlord the same rights as are contained in the Principal Lease as if they were set out in this Lease in full to the intent that:

3.1 the rents reserved by the Principal Lease shall henceforth be payable and issue out of the Other Premises and the Premises together and the covenants conditions and other provisions contained in the Principal Lease shall apply in full force and effect to the Premises and the Other Premises together as they originally applied to the Other Premises and

3.2 every reference in the Principal Lease to the Premises shall henceforth be read and construed as a reference to the Premises and the Other Premises together

**4 COVENANTS**

**4.1 The Tenant's Covenants**

The Tenant covenants with the Landlord:

4.1.1 to observe and perform in relation to the Premises all the covenants and conditions on his part contained in the Principal Lease.

4.1.2 to repair and keep in repair the Path Crossing

4.1.3 to provide appropriate pedestrian control measures for the Path Crossing at all times when it is in use pursuant to the right contained in paragraph 1 of Schedule 1 of this deed

4.1.4 To pay to the Landlord on demand a fair proportion to be determined by the Surveyor acting as an expert and not as an arbitrator of any sums that may be incurred by the Landlord in the maintenance of the Accessway

**4.2 The Landlord's Covenant**

The Landlord covenants with the Tenant to observe and perform in relation to the Premises all the covenants and conditions on his part contained in the Principal Lease.

**5. VARIATION**

- 5.1 The Landlord and the Tenant agree that the Principal Lease is varied by the deletion of paragraph 1.1 First Schedule and by the deletion of the Existing Right and the substitution for it of the New Right (to be read and construed as paragraph 1.2 of the First Schedule of the Principal Lease) and the Principal Lease shall henceforth be read and construed accordingly
- 5.2 The Landlord and the Tenant confirm that the covenants and conditions contained in the Principal Lease (save as varied by this deed) shall continue in full force and effect

IN WITNESS whereof this deed has been executed on the date hereof

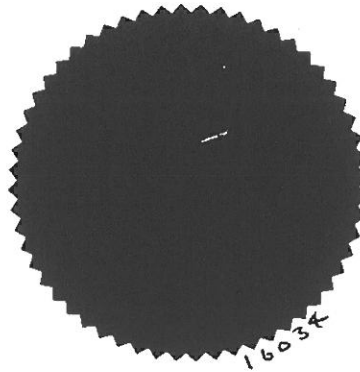
**SCHEDULE 1: THE RIGHTS GRANTED**

1. The right during race meetings on foot only but with or without horses to pass and repass over the Path Crossing
2. The right at all times with or without vehicles and for all purposes to pass and repass over the Accessway and during race meetings to impose controls (as may be appropriate to the operation of race meetings) on the use of the Accessway by the general public

**SCHEDULE 2: THE NEW RIGHT**

To use and permit the use of the lavatories forming part of the buildings to be constructed in the Paddock as are shown edged green on the Plan (or to be constructed in such other position as shall be approved by the Landlord in writing) by all members of the public lawfully upon the Roodee on the occasion of any function taking place upon the Roodee to which members of the public are admitted provided that in connection with any function organised by a person or body other than the Landlord it shall be open to the Tenant to make a reasonable charge for the use of the said lavatories such charge in default of agreement shall be determined by the Landlord whose decision shall be final

THE COMMON SEAL of  
COUNCIL OF THE  
CITY OF CHESTER  
was hereunto affixed  
in the presence of:-



Authorised Signatory

EXECUTED AS DEED by  
THE CHESTER RACE  
COMPANY LIMITED  
In the presence of:-

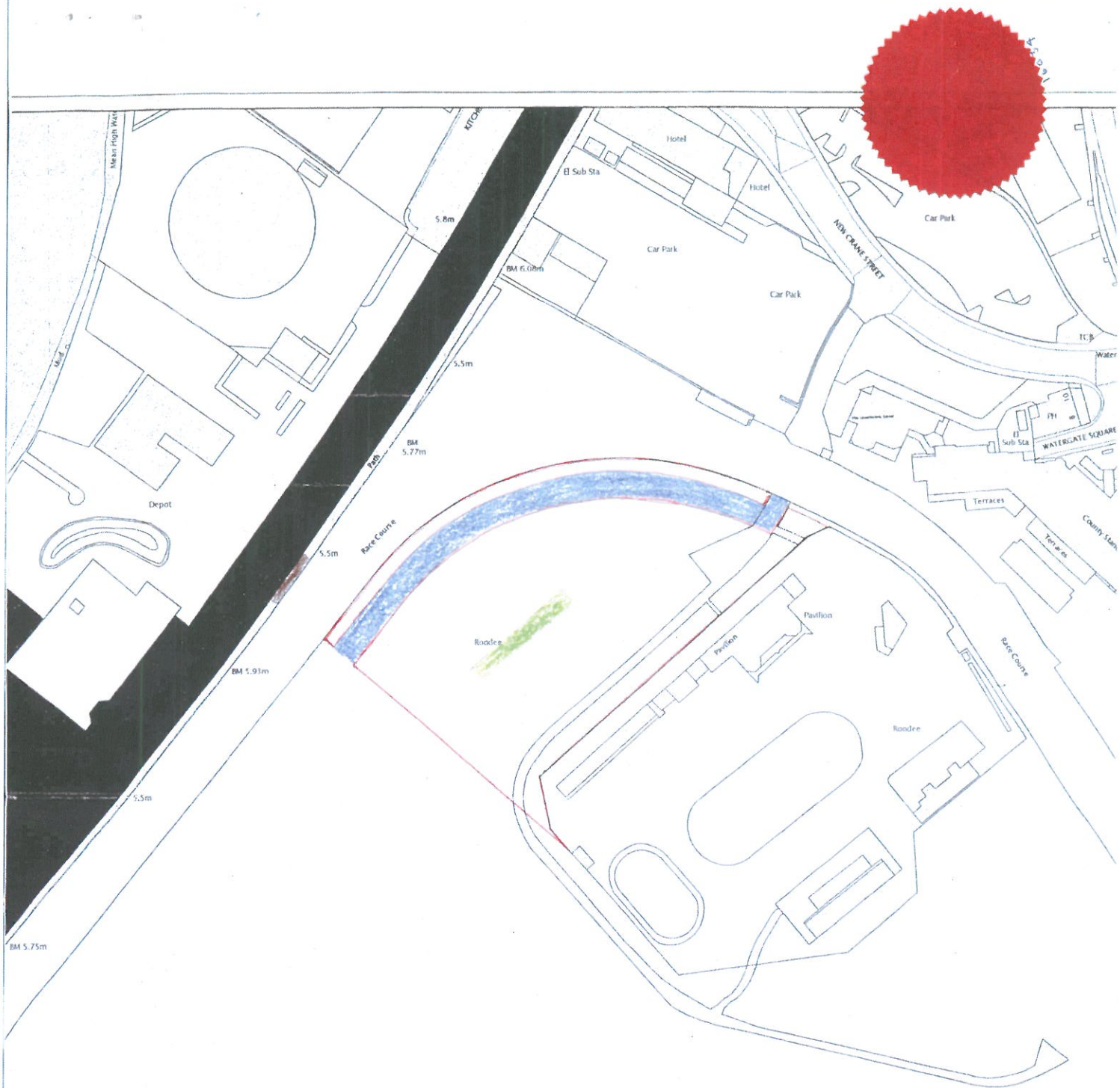
Chi Chy K.  
C CLAYTON  
24 HAVELOCK RD  
SHREWSBURY SY3 7NE

Director

X 

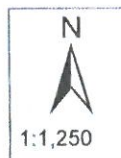
Director  
Company  
Secretary

X 



course

Commission of Ordnance Survey on behalf of the  
Her Majesty's Stationery Office.  
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Area to be leased edged red.  
Rights granted to use path coloured brown with houses  
Rights granted to use toilets and showers coloured green  
Rights granted to use road coloured blue.