

29 JANUARY 2019

BURGESS HILL TOWN COUNCIL (1)

and

CLEAR CHANNEL UK LIMITED (2)

DEED OF VARIATION

DATE OF AGREEMENT

2019

PARTIES

BURGESS HILL TOWN COUNCIL whose principle office is 38 Church Road, Burgess Hill RG15 9AE (the "Council")

CLEAR CHANNEL UK LIMITED (formerly known as Adshel Limited) whose registered office is situate at 33 Golden Square, London W1F 9JT (Company Number: 950526) (the "Company")

BACKGROUND

- (A) By an Agreement made on the 1 November 1996 between the Council of the one part and Adshel Limited (now known as Clear Channel UK Limited as described in Recital 'C' below) of the other part ("the 1996 Agreement") the Council granted to Adshel Limited certain rights to erect bus shelters in Burgess Hill and an exclusive right to display advertising material on such bus shelters.
- (B) Neither party has assigned its rights or liabilities arising under the 1996 Agreement to any other person, company or Council.
- (C) Adshel Limited changed its name to More Group UK Limited on 23 October 1996. More Group UK Limited then changed its name to Clear Channel UK Limited on 11 January 2002.
- (D) On 8 May 2002 Clear Channel UK Limited changed its registered office address from 33 Golden Square London W1R 3PA to 33 Golden Square London W1F 9JT. On 6 October 2003 Clear Channel UK Limited changed its registered office address from 33 Golden Square London W1F 9JT to 1 Cluny Mews London SW5 9EG and on 14 March 2006 Clear Channel UK Limited changed its registered office back to 33 Golden Square London W1F 9JT.

IT IS AGREED as follows:-

It is agreed by the parties that unless otherwise stated in this Deed of Variation ("Agreement"), all definitions in the 1996 Agreement shall have the same meaning herein and that this Agreement shall be read and construed as part of the 1996 Agreement. Subject to the amendments to the 1996 Agreement in this Agreement, all other terms and conditions of the 1996 Agreement will remain unaffected and in full force and effect:

VARIATION OF THE 1996 AGREEMENT

1. The parties hereby agree to vary the 1996 Agreement by deleting the existing clause 2 in the 1996 Agreement by inserting the following:

“This Agreement shall commence on the Commencement Date and shall continue in force thereafter until 31st October 2023 subject to determination by either party in accordance with clauses 10 or 12”.

2. The parties hereby agree to vary the 1996 Agreement by including a new clause 3.8 as follows:

“Adshel is permitted at any time during the term of the Agreement to upgrade the advertising panels on any of the Shelters from a static panel to a digital panel. Adshel may make any such upgrades at its complete discretion and at Adshel’s cost.”

3. The parties hereby agree to vary the 1996 Agreement by including a new clause 4.4.3 as follows:

“Adshel shall consider any reasonable request from the Council to display content at the Shelters at times and locations which have not been reserved for Adshel’s clients, provided the Council provides reasonable advance written notice of such request.”

4. The parties hereto agree and declare that all the provisions of the Agreement shall be incorporated into this Agreement (as varied herein) as if they had been set out in full.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a deed the day and year first before written.

THE COMMON SEAL of BURGESS HILL)
TOWN COUNCIL)
was hereunto affixed in the presence of:-)

Mayor *C. J. Cherry*
[Signature]
Clerk and Solicitor



EXECUTED AS A DEED BY)
CLEAR CHANNEL UK LIMITED)
by affixing its Seal in)
the presence of)

Director

Director/Secretary