

- ENABLING AGREEMENT -

1. PARTIES

1.1 This Agreement is made on [...] day of August 2007 between:

- (a) the National Lottery Commission of 101, Wigmore Street, London W1U 1QU (*the Commission*); and
- (b) Camelot Group plc, company number 02822203 whose registered office is Tolpits Lane, Watford, Hertfordshire WD18 9RN (*the Licensee*)

2. RECITALS

2.1 Whereas:

- (a) The Commission has held a competition (*the Competition*) for the award of a licence under section 5 of the National Lottery Act to run the National Lottery from 1 February 2009 to 31 January 2019 (unless extended, suspended or revoked pursuant to the terms of the National Lottery Act and / or the New Licence (as the case may be));
- (b) The Commission has accepted a Bid from the Licensee pursuant to the Competition;
- (c) The Licensee has agreed to operate the National Lottery pursuant to the New Licence and in accordance with the Bid;
- (d) The Commission has entered into this Agreement pursuant to its powers under paragraph 1(4) of Schedule 2A to the National Lottery Act.

2.2 Now it is hereby agreed as follows:

3. DEFINITIONS

3.1 In this Agreement the definitions set out in Appendix 1 shall apply.

3.2 To the extent that definitions are not otherwise specifically provided for in Appendix 1, the definitions and terms in the Draft Licence annexed at Appendix 2 shall apply.

4. INTERPRETATION

4.1 Subject to Clause 4.2, Condition 2 of the Draft Licence (which provides for Interpretation) shall apply to this Agreement.

4.2 In this Agreement:

(a) references to Clauses, Sub-Clauses, and Appendices shall be construed as references to the Clauses of, Sub-Clauses of, and Appendices to this Agreement;

(b) A reference to this Agreement includes all Appendices to this Agreement.

4.3 In every provision of this Agreement which provides for or entitles the Commission to make any inspection or to have access to any premises or to require information or to take copies of any documents or other things, "the Commission" includes any representative of, or adviser to, the Commission as well as any member of its Staff who has been authorised by it (whether generally or specially) to make the inspection or have the access or take the copies referred to in the Agreement.

4.4 Any acceptance or approval by the Commission, or by any Independent Person or other third party, of any Process, Procedure, test, audit, operation or equipment is no warranty as to its quality or whether such Process, Procedure, test, audit, operation or equipment is Fit for Purpose or as to any other thing. The Commission accepts no liability for any Loss suffered by the Licensee or any other person in placing reliance in such acceptance or approval or otherwise arising out of such acceptance or approval, whether or not resulting from any negligent or wrongful act or omission or breach of statutory duty by or on behalf of the Commission.

4.5 All actions which are to be performed, or obligations which are to be discharged, by the Licensee in connection with this Agreement shall be performed at the Licensee's own cost unless expressly specified to the contrary in the Agreement.

4.6 In the event of and only to the extent of any conflict between this Agreement, the Appendices, the Draft Licence, the Bid and the Invitation to Apply the conflict shall be resolved in accordance with the following order of precedence:

(a) this Agreement;

(b) the Appendices, other than Appendix 2 (the Draft Licence);

(c) the Draft Licence;

(d) the Bid; and

(e) the Invitation to Apply.

5. GRANT OF THE NEW LICENCE

5.1 Subject to Clause 5.2 and:

(a) compliance by the Licensee with its obligations under this Agreement; and

(b) the production of the Ancillary Documents at Appendix 5;

(i) the Commission shall grant to the Licensee and the Licensee shall accept the New Licence on the terms of the Draft Licence on 1 February 2009 and (ii) the New

Licence shall be executed as a deed under seal and shall be completed at the offices of the Commission or at some other venue as the Commission shall direct.

5.2 The Commission shall have the same right to vary the Conditions and Schedules in the Draft Licence as it would have to vary the Conditions and Schedules following the grant of the New Licence if section 8 of the National Lottery Act applied to this Agreement.

6. IMPLEMENTATION OF THE BID

6.1 The Licensee shall implement the Bid and shall prepare for the commencement of the New Licence:

- (a) so as to enable the Licensee to comply with the New Licence with effect from the Start Date;
- (b) in accordance with such Conditions or Schedules (or parts thereof) of the Draft Licence as are relevant to the conduct of such implementation or preparation prior to the grant of the New Licence;
- (c) in accordance with any other Condition or Schedule (or part thereof) in the Draft Licence that the Commission may reasonably require; and
- (d) so as to ensure that, with effect from the Start Date, the Commission shall have the same rights in relation to any arrangements for implementation or preparation made prior to the Start Date as it would have if such arrangements had been made on or after the Start Date.

6.2 The Licensee shall continue to run the National Lottery up to the Start Date in accordance with the Current Licence.

6.3 The Licensee shall inform the Commission immediately if any of the Standards specified in Condition 5.2 of the Draft Licence are no longer appropriate to its Technology Operation or have been updated, superseded or replaced by another Standard, in light of which the Commission may consider whether that Standard should be replaced or updated, as appropriate.

6.4 On request from the Commission, the Licensee shall provide a draft timetable for the submission of applications under section 6 of the National Lottery Act in respect of the Constituent Lotteries set out in Part 1 of Schedule 2 of the Draft Licence and of applications for the approvals listed in Appendix 4 (*Applications*) to the Commission. The Licensee and the Commission shall discuss the timetable and the Commission shall approve the timetable subject to such amendments as it may specify. The Licensee may from time to time update the timetable. The Licensee and the Commission shall discuss the updated timetable and the Commission shall approve the updated timetable subject to such amendments as it may specify.

6.5 The Licensee shall submit Applications in accordance with the approved timetable. The Commission shall use all reasonable endeavours to process the Applications in accordance with that timetable. For the avoidance of doubt, no

approval by the Commission of the timetable shall imply that the Applications will be granted.

6.6 On request from the Commission, the Licensee shall notify the Commission of such applications as it considers necessary or desirable in relation to Ancillary Activities in accordance with Condition 6 and Schedules 4 and 5 of the Draft Licence.

6.7 The Licensee shall, in preparing for the commencement of the New Licence, comply with the obligations set out in Condition 4 and Schedule 3 of the Draft Licence.

6.8 Subject to the terms of this Agreement, if the Licensee wishes to make a material change to its Bid, the Licensee shall discuss the change with the Commission, and implementation of the change shall be subject to the approval of the Commission.

7. APPROVALS, CONSENTS AND CONDITIONS PRECEDENT

7.1 Appendix 3 shall apply in relation to third party approvals, consents and conditions precedent which the Licensee must satisfy or comply with prior to the grant of the New Licence.

8. COMMISSION APPROVALS

8.1 The Licensee shall obtain the Commission's approval by the Start Date of any matter required to be approved by the Commission in accordance with the Draft Licence, including the approvals required by the Conditions of the Draft Licence set out in Appendix 4.

9. IMPLEMENTATION OF TRANSITION PLAN

9.1 The Licensee shall implement the Bid in accordance with the Transition Plan.

10. TRANSITION MONITORING

10.1 The Licensee shall do all things necessary to facilitate the conduct by the Commission and its representatives and advisers of Transition Reviews.

10.2 Pursuant to Clause 10.1, the Licensee, shall:

- (a) grant, on reasonable prior notice, the Commission, its representatives or advisers access to all premises of the Licensee;
- (b) in the timescale specified by the Commission, make available or deliver to the Commission, its representatives and advisers such copies of books, records or other information as the Commission may require;
- (c) provide the Commission, its representatives and advisers with access to such appropriately skilled and qualified or experienced members of the Licensee's Staff, including such Staff as may be required to attend meetings with the Commission to discuss progress of the Transition Plan;

- (d) procure that, on reasonable prior notice, the Commission, its representatives and advisers are permitted to conduct such interviews with such key personnel of Key Licensee Subcontractors as the Commission may direct; and
- (e) procure that, on reasonable prior notice, such persons referred to in Clause 10.2(d) attend meetings with the Commission to discuss progress of the Transition Plan.

10.3 The Commission may, as a result of any Transition Review, and after consulting with the Licensee, recommend certain actions (**Recommendations**). The Licensee shall consider any Recommendations made by the Commission and take such action as it considers appropriate so to do.

11. EMPLOYEES

11.1 The Licensee shall provide such details of all such persons set out in section 7.2.3 of the Invitation to Apply appointed up to the Licence Date as the Commission may request to enable the Commission to satisfy itself that the Licensee is a fit and proper body to run the National Lottery in accordance with the Commission's obligations under section 5 of the National Lottery Act.

12. PROPERTY

12.1 The Licensee shall obtain the Commission's approval to its occupation of any operational premises before the Licence Date other than the registered office of the Licensee.

13. INTELLECTUAL PROPERTY

13.1 The Licensee shall:

- (a) develop or procure the development of all Intellectual Property necessary for implementing the Bid and, on request by the Commission, transfer or grant an exclusive licence to the Commission or its nominee of Developed IP or procure such transfer or grant in accordance with the obligations under the Draft Licence;
- (b) procure the relevant licences of all Intellectual Property necessary for implementing the Bid;
- (c) execute and deliver all transfers, licences and assignments of Intellectual Property in favour of the Commission in accordance with its obligations pursuant to the Current Licence; and
- (d) obtain the Commission's approval required by the Draft Licence of any Intellectual Property licences or deeds of transfers.

13.2 Where the documents referred to in Clause 13.1(c) have not been executed and delivered in favour of the Commission on or before the Start Date, this shall not of itself be an impediment to the grant of the New Licence and the Licensee's

uncompleted obligations in respect of such documents shall continue in full force and effect.

13.3 Prior to the Completion Meeting, the Commission may, at its discretion, inspect the following documents on giving the Licensee reasonable prior written notice:

- (a) registration certificates in respect of any Sign that has been registered as a trade mark or domain name in fulfilment of the Licensee's obligations under the Current Licence; and
- (b) copies of all correspondence and information related to any Sign that is the subject of the trade mark or domain name applications referred to in Clause 13.3(a).

13.4 Without prejudice to any other rights or remedies that the Commission may have, the Parties acknowledge and agree that damages alone would not be an adequate remedy for any breach by the Licensee of Clause 13.1(c) and that the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of Clause 13.1(c) by the Licensee would be more appropriate remedies.

13.5 To the extent to which the Licensee's obligations referred to in Clause 13.1(c) remain unfulfilled, Clause 13.1(c) shall:

- (a) survive, and for the avoidance of doubt any accrued obligations of the Licensee under the Current Licence shall survive, the expiry or revocation of the Current Licence; and
- (b) survive the expiry or termination of this Agreement, and for that purpose Clauses 2 - 4, 15, 18 - 23 together with Appendix 1 of this Agreement shall also survive to the extent necessary to enforce or interpret Clause 13.1(c).

14. EXCEPTION REPORTING

14.1 Notwithstanding Clause 10, the Licensee shall:

- (a) promptly provide to the Commission a copy of any Exception Report that is escalated to the Licensee's transition and operations director;
- (b) promptly provide to the Commission a copy of any documented resolution to the issue raised by such Exception Report;
- (c) allow the Commission and its advisers such access to the premises of the Licensee as is necessary to enable the Commission to assess the impact or likely impact of the issue and whether the action taken or proposed by the Licensee is adequate to ensure that its obligations under this Agreement are complied with;

- (d) make appropriately skilled, qualified and experienced members of the Licensee's Staff available to attend meetings with the Commission and its advisers or representatives in order to assist the Commission in understanding the nature, cause and impact or likely impact of the issue and whether the action taken or proposed by the Licensee is adequate to ensure that its obligations under this Agreement are complied with; and
- (e) maintain a log of all Exception Reports provided to the Commission in accordance with this Clause.

15. DEFAULT

15.1 Without prejudice to Clause 17, in the event of any breach of the Licensee's obligations under this Agreement, the Commission may require the Licensee to:

- (a) take such steps as it may specify; and / or
- (b) require the Licensee to remedy the breach;

by such dates as it may specify.

16. INFORMATION AND REPORTING

16.1 Subject to Clause 16.2 in respect of third party information, the Commission may use, publish or disclose any information, including:

- (a) any information provided to or generated by the Commission in accordance with or relating to the Draft Licence;
- (b) any information provided to or generated by the Commission for the purpose of or for monitoring the Licensee's compliance with this Agreement.

16.2 To the extent that any third party legal consents are required to allow the Commission to use, publish or disclose third party information, the Licensee shall use best endeavours to obtain such necessary third party consents when so requested by the Commission. The Licensee shall:

- (a) notify the Commission in the event that the Licensee, despite its best endeavours, cannot secure the third party consents; and
- (b) if the Commission so requests, provide evidence to the Commission's satisfaction to demonstrate that best endeavours have been used.

16.3 For the avoidance of doubt, Clause 16.1 and Clause 16.2 shall operate entirely without prejudice to the Commission's ability to meet its obligations under FOIA or EIR and no lawful use, publication or disclosure of information by the Commission under FOIA or EIR shall breach the terms of this Agreement.

16.4 Condition 20 of the Draft Licence (Confidentiality and Freedom of Information) shall apply to the Licensee for the purpose of this Agreement save that

references to “Licence” in Condition 20 shall be read to mean “Draft Licence or Enabling Agreement”.

16.5 For the purposes of this Agreement, the Comptroller and Auditor General shall have such rights as he will have in relation to the New Licence by virtue of sections 33(4) and (7) of the National Lottery Act.

17. TERMINATION

17.1 Subject to the Commission's right to terminate this Agreement pursuant to Clause 17.2, this Agreement shall continue in full force and effect until the grant of the New Licence to the Licensee.

17.2 The Commission may by written notice at any time terminate the Agreement with immediate effect and decide not to grant the New Licence if:

- (a) the Licensee has committed a persistent or material breach of any of its obligations under this Agreement which, at the time of the notice, has not been remedied;
- (b) the Commission believes that the Licensee no longer is, or never was, a fit and proper body to run the National Lottery;
- (c) one of the grounds of insolvency specified in paragraph 3 of Schedule 3 to the National Lottery Act applies to the Licensee; or
- (d) the Current Licence is revoked pursuant to the provisions of the Act.

17.3 Without prejudice to any pre-existing rights of either party to claim for any Loss arising out of this Agreement, the expiration of this Agreement or the termination of this Agreement by the Commission in accordance with its terms shall not give rise to any liability on the part of the Commission in respect of any Loss incurred by the Licensee or any third party.

17.4 Any provision of this Agreement which relates to or governs the acts of the Parties subsequent to the expiry or termination of the Agreement shall remain in full force and effect and shall be enforceable notwithstanding any such expiry or termination.

18. NOTICES

18.1 Condition 28 of the Draft Licence (Notices) shall apply to this Agreement.

19. NO WAIVER

19.1 No failure or delay by either party in exercising any right or remedy provided by Law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

20. SEVERABILITY

20.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

20.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement shall be governed by and construed in accordance with English law.

21.2 Subject to Clause 21.3, the Commission and the Licensee irrevocably agree that the English courts shall have exclusive jurisdiction in relation to any legal action or proceedings arising out of or in connection with this Agreement (*Proceedings*) and waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum.

21.3 The Commission and the Licensee agree that Clause 21.2 shall operate for the benefit of the Commission and accordingly, the Commission shall be entitled to take Proceedings in any other court or courts having jurisdiction.

22. THIRD PARTY RIGHTS

22.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

23. EXECUTION CLAUSE

23.1 In witness of which this Agreement has been duly executed by the Parties:

Authenticated as the seal)
of the National Lottery)
Commission by Mark Harris)
on behalf of the National)
Lottery Commission)

Executed and Delivered as)
a Deed by Camelot Group plc)
acting by a director and the)
company secretary)

Appendix 1 Definitions

Ancillary Documents means those documents contained in the list in Appendix 5 and required to be produced by the Licensee at Completion subject to any amendments to the list from time to time;

Bid means the written application made by the Licensee to the Commission under section 5 of the National Lottery Act, as so modified and clarified during the course of the Competition referred to in Recital 2.1(a);

Completion means the grant of the New Licence by the Commission to the Licensee, subject to the provisions of Clause 17;

Completion Meeting means the meeting at which Completion takes place;

Current Licence means the licence to run the National Lottery granted by the Commission to the Licensee on 27 January 2002;

Draft Licence means the Draft Licence set out in Appendix 2 together with all amendments made up to the Licence Date by the Commission in accordance with the provisions of Clause 5.2;

Exception Report means a report completed by the Licensee's relevant transition project manager in relation to a significant issue in relation to the implementation of the Bid or preparation for the commencement of the New Licence, that is not able to be resolved by the relevant transition project manager or that will have a time or cost impact in relation to the implementation of the Bid or preparation for the commencement of the New Licence. The Exception Report will be escalated to the Licensee's transition programme manager and if required, to the Licensee's transition and operations director and/or its transition steering committee. The Exception Report will detail:

- the issue to be resolved;
- the impact of the issue if it is not resolved;
- a list of potential remedies to the issue, including the impact of the remedies.

The Licensee's approach to exception reporting will allow full visibility by all stakeholders of major issues as well as a documented resolution to the issue for future reference;

Invitation to Apply means the Invitation to Apply for the third licence competition issued by the Commission on 29 June 2006, together with the clarifications and amendments to the Invitation to Apply published by the Commission;

Licence Date means the date on which the New Licence is granted;

Licensee means Camelot Group plc, company number 02822203 of Tolpits Lane, Watford, Hertfordshire WD18 9RN;

New Licence means the licence to be granted on the terms of the Draft Licence;

Parties means the Commission and the Licensee;

Start Date means 1 February 2009;

Transition Plan means those parts of the Licensee's Bid relating to transition from the Current Licence to the New Licence, including in particular Chapter 9 of the Bid; and

Transition Review means a review carried out by the Commission or its agents or representatives of the Licensee's compliance with its Transition Plan as the Commission may specify from time to time.

Appendix 2 Draft Licence

The Draft Licence follows this intentionally blank page

Appendix 3 Third party approvals, consents and conditions precedent

1. Unless otherwise agreed with the Commission, the following timetable shall apply in relation to third party approvals, consents or conditions precedent which the Licensee must obtain or satisfy, as the case may be, prior to Completion.
2. No later than one month from the date of this Agreement, the Licensee shall identify and provide to the Commission a list of such approvals, consents or conditions precedent.
3. The Licensee shall promptly notify the Commission of any such change to the list of approvals, consents or conditions precedent provided in accordance with paragraph 1.2.
4. The Licensee shall keep the Commission informed as to the progress and status of the approvals, consents and conditions precedent and provide the Commission with such information as the Commission may require to satisfy itself that such approvals, consents and conditions precedent will be obtained or satisfied, as the case may be, prior to Completion.
5. The Licensee shall procure that such consents, approvals and conditions precedent are obtained or satisfied, as the case may be, no less than three months before they are required to be utilised in accordance with the Bid, and, in any event, no less than three months before the Completion Meeting, whichever is the earlier.

Appendix 4 Approvals from the Commission

Draft Licence Conditions requiring the Licensee (*L*) to seek approval from the Commission (*C*) before the Start Date.

Condition	Summary of condition
Condition 5: Service Requirements	
5.12	L must submit Procedures to C for their approval (5.12(a)), test and audit its Processes, and seek C's approval for changes.
5.13	L must ensure that no Draw takes place until C has reviewed the Technology Solution tests; L will act upon C's responses; L will demonstrate to C the integrity of the Technology Operation.
Condition 7: Consumer protection	
7.1	C must approve L's strategy to prevent play by under 16s before that strategy is published and implemented.
7.3	C must approve L's strategy to prevent excessive play before that strategy is published and implemented
7.15	C must approve L's code of practice on top prizes before its implementation and publication.
7.16	C must give prior written approval to the terms and conditions, rules, procedures and game specific rules (as applicable) for each Constituent Lottery.
7.21	Player Guide, Service Guide and Subscriptions Guide.
7.53	C must approve L's code of practice on advertising.
Condition 9: Independent section 6 licence applicants	
9.1 and 9.2	C must approve L's strategy for handling third party game proposals and proposals which may lead to an application for an independent section 6 licence.
Condition 12: Shareholders, other Connected Parties and debt providers	
12.1	C must approve: the memorandum and articles of association; shareholders' agreements and Financing Agreements; L's equity and debt facility profile; and any arrangements with Connected Parties and the identity of those Connected Parties; and any material changes to these agreements.

Condition 13: Vetting	
13.4	C must approve L's vetting Procedure.
Condition 14: Control environment	
14.14	L shall submit to C its procedure for encouraging disclosure to assist L in tackling fraud, corruption, unlawful or unacceptable conduct and any other malpractice within the organisation and in setting high standards of ethical conduct.
Condition 19: Security for Players' funds	
19.1	C must give approval to the identity of the independent Trustee(s) and to the form and substance of the arrangements between L and the independent Trustee(s).
Condition 21: Intellectual Property	
21.10	L must submit to C guidelines on the use of Lottery IP.
21.17	L must obtain C's prior consent to use or register any Lottery IP except as permitted under Condition 21.18 or pursuant to a licence under Condition 21.6.
21.18	L must gain C's prior consent to register in C's name any Sign.

Appendix 5 Ancillary Documents

The following Ancillary Documents, or such other evidence as is satisfactory to the Commission, are to be produced by the Licensee at the Completion Meeting:

1. Subject to Clause 13.2, properly executed Intellectual Property transfers, assignments or licence documentation in favour of the Commission or its nominee in fulfilment of the Intellectual Property obligations under the Current Licence;
2. On request by the Commission, properly executed Intellectual Property transfers, assignments or licence documentation in favour of the Commission or its nominee in respect of the Intellectual Property developed in accordance with Clause 13.1(a) of this Agreement;
3. A certified copy of the Licensee's data controller notification under the Data Protection Act 1998;
4. A certified copy of each Key Licensee Subcontract duly executed by the parties thereto;
5. Confirmation of the Licensee being duly registered for Lottery Duty pursuant to Sections 24-27 of the Finance Act 1923 and the Lottery Duty Regulations (SI 1993/3212);
6. A letter from the board of the Licensee duly executed by two directors of the board confirming that there have been no material adverse changes in relation to the Licensee's ability to fulfil its obligations pursuant to the Draft Licence since the submission of the Bid;
7. Any undertakings to be given by the Licensee;
8. A certificate from the company secretary of the Licensee confirming that no amendment has been made to the memorandum and articles of association of the Licensee without the consent of the Commission;
9. A certificate from the company secretary of the Licensee confirming that no material changes, other than those already advised to the Commission, have occurred in respect of any individuals or organisations who have submitted fit and proper declarations in respect of the Bid or at any time since;
10. A certified copy of a resolution of the board of the Licensee resolving that the Licensee can enter into the New Licence and execute any documentation necessary for the Licensee to enter into the New Licence;
11. Any Board ratifications necessary in relation to the Players' Trust;
12. Certification from the Trustees of the Players' Trust that satisfactory arrangements are in place for the continued existence of the Trust in accordance with the Draft Licence;

13. Evidence that the third party approvals, consents or conditions precedent notified to the Commission in accordance with Appendix 3 have been obtained or satisfied, as the case may be;
14. A list of the criteria for the selection and de-selection of retailers referred to in Condition 8.4 of the Draft Licence;
15. A certified copy of all shareholder agreements and Finance Agreements entered into by the Licensee;
16. Confirmation of debt and equity profiles as agreed with the Commission;
17. A list of all Connected Parties as at the Completion date duly certified by the company secretary of the Licensee;
18. A list of all those persons described in Condition 12.4(a)(i)-(iii) of the Draft Licence as at the Completion date duly certified by the company secretary of the Licensee.
19. Details of all existing agreements as at the Completion date between, the Licensee and the Connected Parties of the Licensee as described in the table in Condition 12.9(a) of the draft Licence;
20. A certified copy by the company secretary of the Licensee of the Licensee's most recent annual report showing compliance satisfactory to the Commission with the Combined Code;
21. A copy of the Licensee's code of corporate social responsibility referred to in Condition 14.13(a);
22. A certificate signed by two directors of the Licensee that there are no less than 27,500 terminals available for use in Retail Outlets;
23. Evidence demonstrating to the satisfaction of the Commission the information listed in Part 4 of Schedule 8 of the Draft Licence and how the Weekly Payment will be calculated and paid;
24. A copy of the Licensee's latest set of audited accounts duly certified by the company secretary of the Licensee;
25. A certificate signed by two directors of the Licensee that there have been no subsequent changes to anything that has been approved under Appendix 4; and
26. Such other documents as the Commission may require.