

DATED

19 MAY

2017

(1) LS BANKSIDE LIMITED

and

(2) DEUTSCHE TRUSTEE COMPANY LIMITED

and

(3) DOMINION THEATRE INVESTMENTS LIMITED, DOMINION JAMES NEDERLANDER  
INC AND NEDERLANDER LONDON DOMINION INC

and

(4) LLOYDS BANK PLC

and

(5) NEDERLANDER DOMINION LIMITED

and

(6) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**  
relating to land known as

The Dominion Theatre  
268 - 269 Tottenham Court Road  
London  
W1T 7AQ

pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5647  
Fax: 020 7974 2962

CLS/PK/1685.3010 (final)

Case No. 123456789

# COOPERATIVE

IN THE MATTER OF THE

and

THE BOARD OF DIRECTORS OF THE

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THE BOARD OF DIRECTORS OF THE

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IN THE MATTER OF THE

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THE BOARD OF DIRECTORS OF THE

THIS AGREEMENT is made the 19<sup>th</sup> day of May 2017

**BETWEEN:**

1. **LS BANKSIDE LIMITED** (registered under company number 04161721) whose registered office is at 5 Strand, London, WC2N 5AF (hereinafter called "the Freeholder") of the first part
2. **DEUTSCHE TRUSTEE COMPANY LIMITED** (registered under company number 00338230) whose registered office is at Winchester House, 1 Great Winchester Street, London, EC2N 2DB (hereinafter called "the Freeholder's Mortgagee") of the second part
3. **DOMINION THEATRE INVESTMENTS LIMITED** (registered under company number 1623438) whose registered office is at Regina House, 124 Finchley Road, London NW3 5JS, **DOMINION JAMES NEDERLANDER INC** (incorporated in Delaware, USA of 1450 Broadway, New York, New York 10018, USA and care of Regina House, 124 Finchley Road, London NW3 5JS and **NEDERLANDER LONDON DOMINION INC** (incorporated in Delaware, USA of 1450 Broadway, New York, New York 10018, USA and care of Regina House, 124 Finchley Road, London NW3 5JS (hereinafter together called "the Headleaseholders") of the third part
4. **LLOYDS BANK PLC** (registered under company number 00002065) whose registered office is at 25 Gresham Street, London EC2V 7HN (hereinafter called "Nederlander's Mortgagee") of the fourth part
5. **NEDERLANDER DOMINION LIMITED** (registered under company number 02583337) whose registered office is at Regina House, 124 Finchley Road, London, NW3 5JS (hereinafter called "the Leaseholder") of the fifth part
6. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the sixth part

## WHEREAS

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number 269743 subject to a charge to the Freeholder's Mortgagee.
- 1.2 The Headleaseholders are registered at the Land Registry as the headleasehold proprietors of the Property under title number NGL616483 pursuant to a lease dated 20 May 1988 made between (1) Butlin's Limited and (2) Saveflex Limited, subject to a charge to Nederlander's Mortgagee.
- 1.3 The Leaseholder is the leasehold owner of the Property under title number NGL691098 pursuant to a lease dated 31 December 1991 made between (1) Dominion James Nederlander Inc, Apollo Dominion Investments Limited, Durmah Limited and (2) Nederlander Dominion Limited, subject to a charge to Nederlander's Mortgagee.
- 1.4 The Freeholder is the freehold owner of the Property, the Headleaseholders are the headleasehold owners of the Property and the Leaseholder is the leasehold owner of the Property and the Leaseholder, the Headleaseholders and the Freeholder are interested in the Property for the purposes of Section 106 of the Act and the Freeholder, the Headleaseholders and the Leaseholder shall together hereinafter be called "the Owners".
- 1.5 The Planning Application for the development of the Property was submitted to the Council and validated on 22<sup>nd</sup> August 2014 and the Council resolved to grant permission conditionally under reference number 2014/5219/P subject to conclusion of this legal Agreement.
- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.7 For that purpose the Leaseholder and (at the request of the Leaseholder) the Headleaseholders and the Freeholder are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.8 The Freeholder's Mortgagee as mortgagee under a legal charge registered under title number 269743 and dated 3 November 2004 and Nederlander's Mortgagee as mortgagee under a legal charge registered under title numbers NGL616483 and NGL691098 and dated 18 August 2014 are willing to enter into this Agreement to give their consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

2.2 "Advertisement Consent" an advertisement consent granted for the Development at the Property substantially in the draft form annexed hereto at the Second Schedule

2.3 "this Agreement" this planning obligation made pursuant to Section 106 of the Act

2.4 "the Application for Advertisement Consent" an application for advertisement consent in respect of the Development of the Property submitted to the Council and validated on 22 August 2014 under reference number 2014/5533/A

2.5 "the Application for Listed Building Consent" an application for listed building consent in respect of the Development of the Property

submitted to the Council and validated on 8<sup>th</sup> August 2014 under reference number 2014/5532/L

- 2.6 "Dark Period" a period where no Event is taking place at the Property
- 2.7 "the Development" the development comprising the installation of (projecting) double sided LED screen to front facade of theatre as shown on drawing numbers Site location plan, (2243-03-) 002,<sup>21/04/2017</sup> 003,<sup>21/04/2017</sup> 004,<sup>21/04/2017</sup> 005,<sup>21/04/2017</sup> 006,<sup>21/04/2017</sup> 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 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942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000
- 2.8 "Event" a Standard Event or a Special Event
- 2.9 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and or display of an advertisement and all references to "Implementation" and "Implement" shall be construed accordingly
- 2.10 "the Listed Building Consent" a listed building consent granted for the Development of the Property substantially in the draft form annexed hereto at the Second Schedule
- 2.11 "the Mortgagees" the Freeholder's Mortgagee and Nederlander's Mortgagee
- 2.12 "the Parties" the Council, the Owners and the Mortgagees
- 2.13 "Permitted Advert" shall have the meaning set out in Clause 4.2.2

- 2.14 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 22<sup>nd</sup> August 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/5219/P subject to conclusion of this Agreement
- 2.15 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.16 "the Planning Permission" a planning permission granted for the Development at the Property substantially in the draft form annexed hereto at the Second Schedule
- 2.17 "the Property" the land being part of the land known as The Dominion Theatre, 268 - 269 Tottenham Court Road, London, W1T 7AQ the same as shown edged red on the plan annexed hereto at the Third Schedule
- 2.18 "the Sign" the sign including the screens and the supporting structure and fittings to be fixed to the Property in accordance with the Planning Permission as shown on drawing numbered Site location plan, (2243-03-) 002, 003E, 004, 006E, 2243-03D, Heritage Statement dated 6th June 2014 and Design and Access Statement dated 30th April 2014

2.19 "the Signage Plan"

the plan set out in Schedule 1 to this Agreement setting out the following:

- (i) maintenance and cleaning arrangements; and
- (ii) details for the removal of the Sign and any repairs required to the Property arising from the removal (so far as these are known)

2.20 "Special Event"

an event being the preview or first showing of any new production at the theatre, gala evenings and other public occasions, which shall include launch events connected to theatre productions, television productions, conferences, fashion shows and award ceremonies and shall include a period of up to 6 hours immediately preceding the event the event and up to 2 hours after the conclusion of the event but at all times within the operating hours of the theatre at the Property

2.21 "Standard Event"

a theatre performance or other event lawfully taking place at the Property which is not a Special Event

**NOW THIS DEED WITNESSETH** as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owners as provided herein and against any person deriving title to any part of the Property from the Owners and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.



- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owners upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission and the Listed Building Consent and the Advertising Consent on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNERS**

The Owners hereby covenant with the Council as follows:-

**SIGNAGE PLAN**

- 4.1.1 To erect, fix and maintain the Sign in a good and workmanlike manner using good quality materials to the satisfaction of the Council and in strict accordance with the Signage Plan.
- 4.1.2 After the Implementation Date to ensure that the Sign is being managed in strict accordance with the Signage Plan and to ensure that the Sign is not managed otherwise than in strict accordance with the requirements of the Signage Plan.
- 4.1.3 In removing (temporarily or permanently) the Sign from the Property to ensure that such removal and any re-installation of the Sign at the Property shall be carried out in accordance with the requirements of the Signage Plan.

## 4.2 PERMITTED ADVERTS

4.2.1 Not to display or permit the display of any advertisement, notice, or similar announcement on the Sign other than a Permitted Advert.

4.2.2 A Permitted Advert shall mean an advertisement to be displayed on the screens of the Sign which advertises an Event only and which adheres to the following requirements:

- (a) in the case of a Permitted Advert for current or forthcoming Standard Events
  - (i) the Permitted Advert shall be limited to text stating the name and/or description of the Standard Event, the names of contributors to the Standard Event (including, but not limited to, performers, producers, directors, writers, composers and lyricists), times and/or dates of the Standard Event and/or ticket prices and/or availability and or may consist of images or logos relating directly to the Standard Event (together "the Display") but for the avoidance of doubt such Display shall not advertise any products whatsoever or any event not being a current or forthcoming Standard Event and FURTHER FOR THE AVOIDANCE OF DOUBT the Display shall be static at all times; and
  - (ii) the Display displayed on the Permitted Advert must not change at an interval of less than one (1) minute
- (b) in the case of Dark Periods only a Permitted Advert shall have the same meaning provided under sub-clause 4.2.2(a) hereof in relation to a forthcoming Event or shall consist of a static image showing the logo of the Dominion Theatre and for the avoidance of doubt such logo shall not advertise any products whatsoever or any event not being a forthcoming Event.
- (c) in the case of a Permitted Advert for a current or forthcoming Special Event
  - (i) such Permitted Advert may consist of a Display as set out in clause 4.2.2(a) hereof or other text or images (such text or images being directly related to the subject matter of the current or forthcoming

Special Event) PROVIDED THAT the Display permitted under this sub-clause must:

- (1) not change at an interval of less than thirty (30) seconds;
- (2) not advertise any products whatsoever or any event not being a current or forthcoming Special Event;

(3) be static at all times

(ii) not to hold or permit to hold more than twenty (20) Special Events at the Property during any 12 (twelve) month period such period commencing from the date hereof; and

(iii) not to display a Display for any one Special Event for more than 3 (three) days in total.

4.2.3 Not to display or permit the display of a Permitted Advert for an Event at any time when the Event is no longer taking place at the Property.

4.2.4 On commencement of the display of the Permitted Advert to ensure that the Permitted Advert is displayed in strict accordance with the terms of this Agreement.

4.2.5 Upon receipt of written notice from the Council informing the Owners of (in the opinion of the Council acting reasonably) non-compliance with one or more of the obligations covenants (or any part thereof) under clause 4 (Obligations of the Owners) of this Agreement the Owners shall immediately take all steps necessary to ensure that the said obligation covenant (or part thereof) is complied with FURTHER PROVIDED THAT in the event of the Owners not having taken such actions as are reasonably required by the Council (as specified in the written notice to the Owners) the Owners shall remove the Sign within five (5) working days of receipt of the said notice or such other period as agreed by the Council with the Owners

## 5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owners shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

- 5.2 The Owners shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owners shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owners' possession (at the Owners' expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.3 The Owners agree declare and covenant with the Council that they shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owners of their respective obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.4 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the relevant Owner.
- 5.5 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and

Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2014/5219/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered by the Council as a Local Land Charge.
- 6.3 The Leaseholder agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement up to a maximum of £1,500 plus disbursements.
- 6.4 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.5 Neither the Owners or the Mortgagees nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.6 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.7 If the Planning Permission and the Advertisement Consent and Listed Building Consent together are quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owners) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

The Mortgagees hereby consent to the completion of this Agreement and agree to be bound by it ~~and for the avoidance of doubt agree to be bound by the said obligations only in the event that they become a mortgagee in possession of the Property.~~

*provided that it is hereby agreed that neither the Mortgagees nor any other mortgagee or chargee from time to time shall incur any liability hereunder unless and until such person becomes a mortgagee or chargee (as the case may be) in possession of the Property.*

8. **JOINT AND SEVERAL LIABILITY**

All covenants made by the Owners in this Agreement are made jointly and severally and shall be enforceable as such.

*PK*

9. **RIGHTS OF THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owners and the Mortgagees have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
LS BANKSIDE LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

Director Name: (CAPITALS) )

Director Signature: )

Director/Secretary Name (CAPITALS) )

Director/Secretary Signature: )

Deepan Khiroya  
.....  
.....  
Louise Miller  
.....  
.....  
For and on behalf of  
LS Company Secretaries Limited

EXECUTED AS A DEED BY  
DEUTSCHE TRUSTEE COMPANY  
LIMITED acting by a director  
in the presence of:

*two associate*

Witness Signature:

Witness Name: (CAPITALS)

Address:

Occupation:

*Hannah Ward*  
Hannah Ward  
Associate Director  
*Robert Bebb*  
Robert Bebb  
Associate Director

*J Osborne*

J OSBORNE

Winchester House  
J. Great Winchester Street  
London  
EC2N 2DB

ASSISTANT



EXECUTED AS A DEED BY  
DOMINION THEATRE INVESTMENTS  
LIMITED acting by a director  
in the presence of:

Witness Signature:

Witness Name: (CAPITALS)

Address:

Occupation:

*Jenold B. Katzman*

*Lucy McCall*

LUCY MCCALL

10 ROBINSON RD

SW17 9DW

Project Manager

EXECUTED AS A DEED BY  
DOMINION JAMES NEDERLANDER  
INC acting by  
being a person(s) who  
in accordance with the law of Delaware  
is/are acting under the authority of the  
company

*Jenold B. Katzman*

EXECUTED AS A DEED BY  
NEDERLANDER LONDON DOMINION  
INC acting by  
being a person(s) who  
in accordance with the law of Delaware  
is/are acting under the authority of the  
company

*Jenold B. Katzman*

EXECUTED AS A DEED BY )  
LLOYDS BANK PLC )  
acting by a duly authorised attorney )  
in the presence of: )

Attorney's Signature: )



Attorney's Name: (CAPITALS) )

DECLAN MCCAHY.....

Address: )

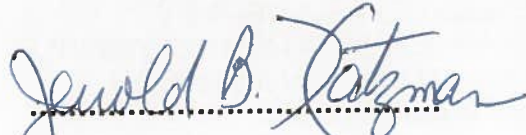
25 GRESHAM STREET.....

LONDON EC2V 7HN.....

Occupation: )

BANKER.....

EXECUTED AS A DEED BY )  
NEDERLANDER DOMINION LIMITED )  
acting by a director in the presence of: )



Witness Signature: )



Witness Name: (CAPITALS) )

LUCY MCCALL.....

Address: )

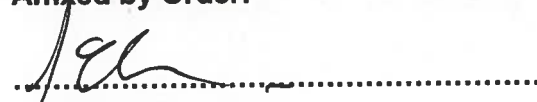
10 Robinson Rd.....

SW17 9DW.....

Occupation: )

Project manager.....

THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )

  
.....  
Authorised Signatory





## **SCHEDULE 1**

### **Signage Plan**

#### **Cleaning**

The Sign shall form part of the Dominion Theatre's regular window cleaning regime and shall be wiped down and buffed dry on a 3 monthly basis.

#### **Maintenance**

The Sign shall be subject to an annual maintenance inspection by the manufacturer every 3 years with any identified defects to the Sign being remedied at the time of the inspection. The signs fixings and structural support elements shall be subject to a visual inspection by a Chartered Structural Engineer on an annual basis with any identified defects to the Sign's fixings and structural support elements being remedied as soon as practicable. The Sign shall be subject to a weekly visual inspection by the Dominion Theatre's in-house Property Services Department with any identified defects to the Sign, its fixings and structural support elements being remedied as soon as practicable.

#### **Removal of the Sign and Subsequent Repairs to the Building Facade and Canopy Roof Covering**

In order to safely remove the Sign upon receipt of a notice from the Council requiring the removal of the Sign pursuant to Clause 4.2.5 of this Agreement the Owner shall:

- (i) obtain all necessary consents to allow for the safe dismantling and removal of the Sign;
- (ii) ensure that all electrical connections to the Sign shall be disconnected and made safe;

The elements of the Sign shall be dismantled and removed carefully, with the elements of the Sign being carefully lowered to the ground behind the approved hoarding to protect the general public.

Upon removal of all elements of the Sign a specialist stonework contractor shall make good all intrusions to the stone facade using a stone and mortar of the same type as the facade. Where structural steelwork has been exposed to the elements a steel corrosion inhibitor shall be applied to the steelwork to prevent any possible corrosion once the steelwork is covered over by the stonework contractor.

A roofing contractor shall make good any intrusions to the canopy roof covering using a high quality roofing material to match the surrounding areas of the canopy roof.

Once all works are complete, and the Owners and the Council are satisfied with the works undertaken to reinstate both the facade and canopy roof covering the scaffold and hoarding shall be struck and carefully removed from site.

A thorough jet wash and sweep of the pavement affected by the removal works shall be undertaken to satisfactorily complete the Sign removal process.



**SCHEDULE 2**

draft Advertisement Consent  
and  
draft Listed Building Consent  
and  
draft Planning Permission

STATE OF CALIFORNIA  
COUNTY OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

Metropolis Planning & Design  
4 Underwood Row  
Walkden  
N1 7LQ

Application Ref: **2014/5533/A**  
Please ask for: **Rachel English**  
Telephone: **020 7974 1343**

15 September 2016

**DRAFT**

Dear Sir/Madam

**DECISION**

Town and Country Planning Act 1990

**Advertisement Consent Granted Subject to a Section 106 Legal Agreement**

Address:  
**The Dominion Theatre**  
**268 - 269 Tottenham Court Road**  
**London**  
**W1T 7AQ**

**DECISION**

Proposal:  
Installation of double sided static LED screen to front facade of theatre.  
Drawing Nos: Site location plan, (2243-03-) 002, 003E, 004, 006E, 2243-03D, Heritage  
Statement dated 6th June 2014 and Design and Access Statement dated 30th April 2014

The Council has considered your application and decided to grant consent subject to the following condition(s):

Conditions and Reasons:

- 1 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan, (2243-03-) 002, 003E, 004, 006E, 2243-03D, Heritage Statement dated 6th June 2014 and Design and Access Statement dated 30th April 2014

Reason: For the avoidance of doubt and in the interest of proper planning.

- 2 No advertisement is to be displayed without the permission of the owner of the site

Executive Director Supporting Communities



or any other person with an interest in the site entitled to grant permission.

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

- 3 Any advertisement displayed and any site used for the display of advertisements, shall be maintained in a condition that does not impair the visual amenity of the site.

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

- 4 Any structure or hoarding erected or used principally for the purpose of displaying advertisements shall be maintained in a safe condition.

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

- 5 Where an advertisement is required under these Regulations to be removed, the site shall be left in a condition that does not endanger the public or impair visual amenity.

Reason: - As required by regulation 2(1) and Schedule 2 of the Town & Country Planning (Control of Advertisements) (England) Regulations 2007.

Informative(s):

1

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

You can find advice in regard to your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Executive Director Supporting Communities

**DRAFT**

**DECISION**





Metropolis Planning & Design  
4 Underwood Row  
Walkden  
N1 7LQApplication Ref: **2014/5532/L**  
Please ask for: **Rachel English**  
Telephone: **020 7974 1343**

15 September 2016

**DRAFT**

Dear Sir/Madam

**DECISION**

Planning (Listed Building and Conservation Areas) Act 1990

**Listed Building Consent Granted Subject to a Section 106 Legal Agreement**Address:  
**The Dominion Theatre**  
**268 - 269 Tottenham Court Road**  
**London**  
**W1T 7AQ****DECISION**

## Proposal:

Installation of double sided static LED screen to front facade of theatre.

Drawing Nos: Site location plan, (2243-03-) 002, 003E, 004, 006E, 2243-03D, Heritage Statement dated 6th June 2014 and Design and Access Statement dated 30th April 2014

The Council has considered your application and decided to grant subject to the following condition(s):

## Conditions And Reasons:

- 1 The works hereby approved are only those specifically indicated on the drawing(s) referred to above.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework

Executive Director Supporting Communities



Development Policies.

- 2 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

Informative(s):

1

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Executive Director Supporting Communities

**DRAFT**

**DECISION**

Metropolis Planning & Design  
4 Underwood Row  
Walkden  
N1 7LQApplication Ref: **2014/5219/P**

16 January 2017

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:  
**The Dominion Theatre**  
**268 - 269 Tottenham Court Road**  
**London**  
**W1T 7AQ****DECISION**  
Proposal:  
Installation of (projecting) double sided static LED screen to front facade of theatre.  
Drawing Nos: Site location plan, (2243-03-) 002, 003E, 004, 006E, 2243-03D, Heritage  
Statement dated 6th June 2014 and Design and Access Statement dated 30th April 2014

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan, (2243-03-) 002, 003E, 004, 006E, 2243-03D, Heritage Statement dated 6th June 2014 and Design and Access Statement dated 30th April 2014

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

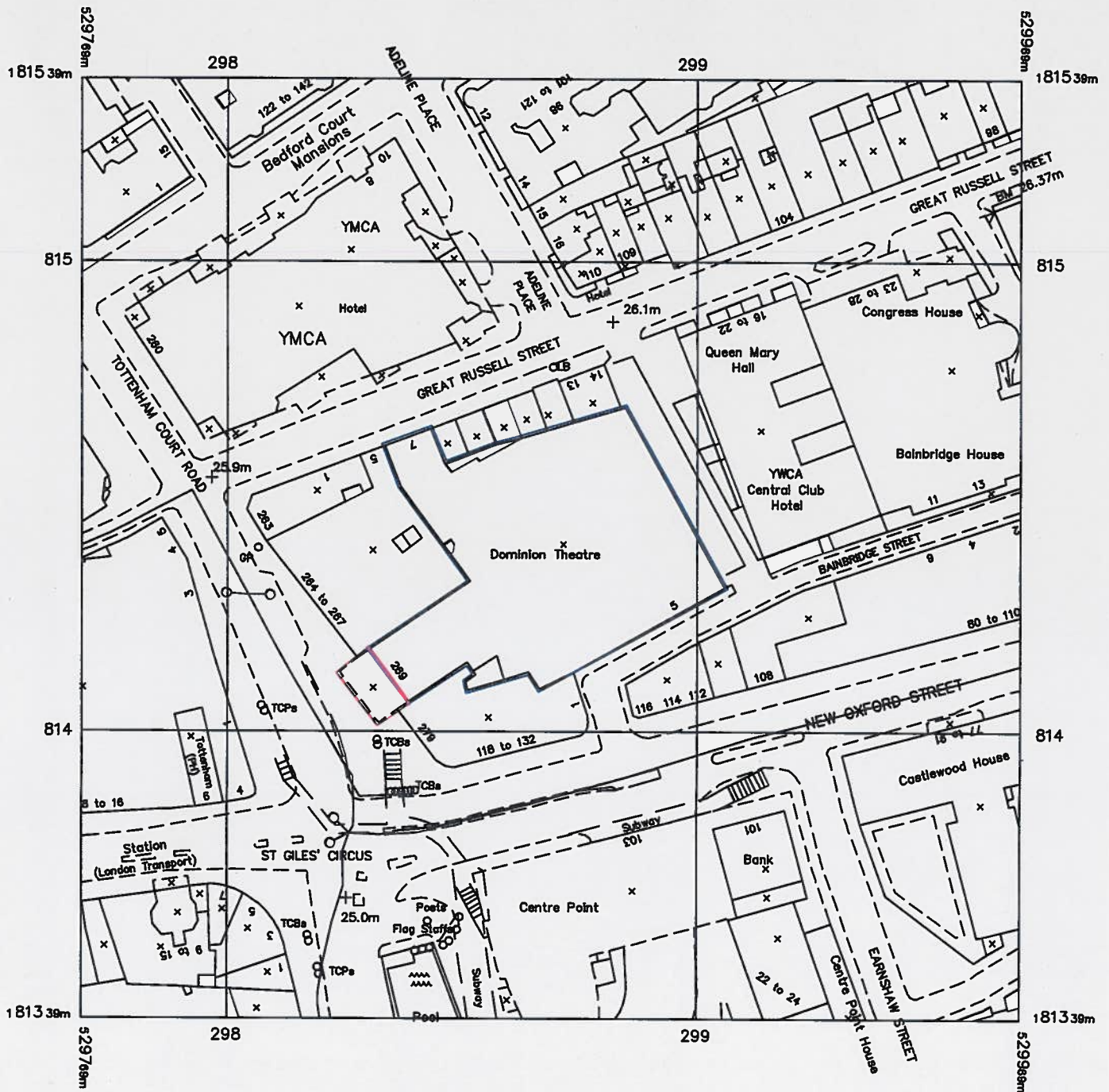
Director of Supporting Communities

**THIRD SCHEDULE**

plan of the Property

1950

conductor



SITE LOCATION PLAN  
(SCALE 1:1250 AT A4)

Client

**N NEDERLANDER**

Project

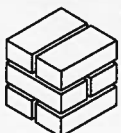
THE DOMINION THEATRE  
TOTTENHAM COURT ROAD, LONDON

Drawing Title

SITE LOCATION PLAN

Scale	Date	Drawn	Checked	Passed
AS SHOWN	APR 14	DS		

DRG. No. 2243-03-001



**Michael Jackson Consulting**

204 BOLTON ROAD  
WALKDEN, WORSLEY  
MANCHESTER, M28 3BN

Tel: 0161 790 4404  
Fax: 0161 790 4405

Chartered Structural Engineers





THE UNIVERSITY OF CHICAGO

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DATED

19 MAY

2017

**(1) LS BANKSIDE LIMITED**

and

**(2) DEUTSCHE TRUSTEE COMPANY LIMITED**

and

**(3) DOMINION THEATRE INVESTMENTS LIMITED, DOMINION JAMES NEDERLANDER  
INC AND NEDERLANDER LONDON DOMINION INC**

and

**(4) LLOYDS BANK PLC**

and

**(5) NEDERLANDER DOMINION LIMITED**

and

**(6) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**  
relating to land known as

**The Dominion Theatre  
268 - 269 Tottenham Court Road  
London  
W1T 7AQ**

**pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)**

**Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP**

**Tel: 020 7974 5647  
Fax: 020 7974 2962**

**CLS/PK/1685.3010 (final)**