

## James Kon

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**From:** Anna Snow  
**Sent:** 20 March 2019 11:18  
**To:** Hazelton, Laura  
**Cc:** Kieron Hodgson; Lewis Westhoff  
**Subject:** RE: PPA - Odeon, 135-149 Shaftesbury Avenue, London WC2H 8AH  
**Attachments:** Lease\_and\_Deed\_of\_Variation\_Odeon\_Cinema\_May\_1985.decryptedKLR.pdf; Option to Surrender.pdf

Hi Laura

Further to my telephone message please find the lease attached for ease of reference. I also attach the Option to Surrender.

I look forward to speaking with you in due course.

Kind regards

Anna

**Anna Snow BA (Hons) MPhil PGDip MRTPI**  
Director, Planning

telephone: 020 3640 1022  
mobile: 07972 563 579  
email: ASnow@iceniprojects.com



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**From:** Hazelton, Laura <Laura.Hazelton@camden.gov.uk>  
**Sent:** 19 March 2019 18:15  
**To:** Anna Snow <ASnow@iceniprojects.com>  
**Cc:** Kieron Hodgson <KHodgson@iceniprojects.com>; Lewis Westhoff <lwesthoff@iceniprojects.com>  
**Subject:** RE: PPA - Odeon, 135-149 Shaftesbury Avenue, London WC2H 8AH

Hi Anna,

Thanks for your email. I've just about finished going through all of the previous correspondence and notes so am pretty much up to date with where we are at. Can you advise when you expect to be able to send over revised drawings for us to review?

In addition, we have recently received a further response from the Theatres Trust (attached) which notes that since their initial representation, a number of credible operators have come forward with an interest in the site, and consequently, they believe that a full marketing exercise should be completed.

In view of what the Trust is saying about tenants' normal commitments for maintaining buildings, it would be helpful if you could provide a copy of the lease held by Odeon. I know this has been requested previously, but given that the Theatre's Trust are now confirming that there is interest in the site by a number of Theatre Operators and a demand for theatre space in general, reviewing the existing lease would enable us to fully assess this.

Kind regards,

Laura Hazelton  
Senior Planning Officer

Telephone: 020 7974 1017

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**From:** Anna Snow <[ASnow@iceniprojects.com](mailto:ASnow@iceniprojects.com)>

**Sent:** 14 March 2019 10:44

**To:** McDonald, Neil <[Neil.McDonald@camden.gov.uk](mailto:Neil.McDonald@camden.gov.uk)>; Hazelton, Laura <[Laura.Hazelton@camden.gov.uk](mailto:Laura.Hazelton@camden.gov.uk)>

**Cc:** Kieron Hodgson <[KHodgson@iceniprojects.com](mailto:KHodgson@iceniprojects.com)>; Lewis Westhoff <[lwesthoff@iceniprojects.com](mailto:lwesthoff@iceniprojects.com)>

**Subject:** RE: PPA - Odeon, 135-149 Shaftesbury Avenue, London WC2H 8AH

Dear Neil

Thank you for confirming. Laura, it is good to have you on board.

I am liaising with the architects on timescales and will be in touch to arrange a meeting in due course.

Kind regards

Amma

**Anna Snow BA (Hons) MPhil PGDip MRTPI**

Director, Planning

**telephone:** 020 3640 1022

**mobile:** 07972 563 579

**email:** [ASnow@iceniprojects.com](mailto:ASnow@iceniprojects.com)



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**From:** McDonald, Neil <[Neil.McDonald@camden.gov.uk](mailto:Neil.McDonald@camden.gov.uk)>

**Sent:** 11 March 2019 20:13

**To:** Anna Snow <[ASnow@iceniprojects.com](mailto:ASnow@iceniprojects.com)>; Hazelton, Laura <[Laura.Hazelton@camden.gov.uk](mailto:Laura.Hazelton@camden.gov.uk)>

**Cc:** Kieron Hodgson <[KHodgson@iceniprojects.com](mailto:KHodgson@iceniprojects.com)>; Lewis Westhoff <[lwesthoff@iceniprojects.com](mailto:lwesthoff@iceniprojects.com)>; Sue Wheldon <[sue@brandarchitectsgroup.com](mailto:sue@brandarchitectsgroup.com)>

**Subject:** RE: PPA - Odeon, 135-149 Shaftesbury Avenue, London WC2H 8AH

Dear Anna,

Looking at the PPA diary included in the updated document which you have sent us I see there are indeed some meetings mentioned which aren't recorded as having been held. Whilst it is difficult to confirm this or otherwise for certain now that Gideon has left I note that the meetings which have been held exceed the '6 x smaller meetings' which the PPA records as needed and on which the £68,000 fee was largely based. Also there are additional meetings I can think of which were held including the large meeting attended by myself and Beth among others I recall last October time. There still needs to be a fair bit of work to be done on the design so I don't want to be agreeing to no further payments indefinitely going forward; however in the circumstances I am willing to agree the two additional design meetings requested under the existing payment, but would ask that any further chairs review is paid for by the applicant.

I am copying this and your updated PPA to Laura Hazelton who is now taking over as the planning case officer following the departure of Gideon.

Regards,

Neil McDonald  
Team Manager (South), Development Management

Telephone: 020 7974 2061

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**From:** Anna Snow <[ASnow@iceniprojects.com](mailto:ASnow@iceniprojects.com)>

**Sent:** 07 March 2019 09:58

**To:** McDonald, Neil <[Neil.McDonald@camden.gov.uk](mailto:Neil.McDonald@camden.gov.uk)>

**Cc:** Kieron Hodgson <[KHodgson@iceniprojects.com](mailto:KHodgson@iceniprojects.com)>; Lewis Westhoff <[lwesthoff@iceniprojects.com](mailto:lwesthoff@iceniprojects.com)>; Sue Wheldon <[sue@brandarchitectsgroup.com](mailto:sue@brandarchitectsgroup.com)>

**Subject:** PPA - Odeon, 135-149 Shaftesbury Avenue, London WC2H 8AH

Dear Neil

Further to our discussions of last week please find attached the PPA for the Odeon site. I have added in two further design meetings and a DRP (chair's review) in order to take us forward to an August or September committee. Could you add in the details of the new case officer?

We have recorded where meetings have taken place prior to the application being submitted (and thus under the PPA fee) and note that we did not get all of the meetings paid for. We also didn't have a Development Management Forum or Developers Briefing which were also covered by the £68,400 PPA fee. A further £19,624 was paid as the planning application fee.

In this context, and bearing in mind that this is a live application with a fee paid, I trust you are happy for discussions to resume without the need for any further payments to the London Borough of Camden.

Kind regards

Anna

**Anna Snow BA (Hons) MPhil PGDip MRTPI**  
Director, Planning

**telephone:** 020 3640 1022

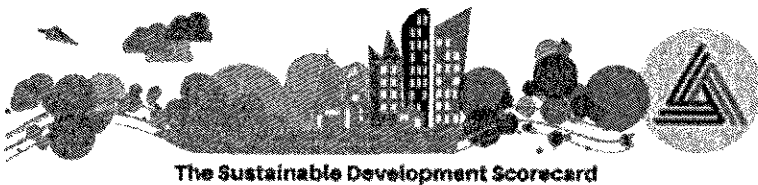
**mobile:** 07972 563 579

**email:** ASnow@iceniprojects.com



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*Please mark*

*ML date*

## DEED OF VARIATION

DATED: *16th May 1985*

The Landlord: GREENHAVEN SECURITIES LIMITED  
whose registered office is situate  
at St. Andrew's House 40  
Broadway London SW1H 0BU

The Tenant: THORN EMI CINEMA  
PROPERTIES LIMITED whose  
registered office is at 30/31  
Golden Square London W1A 4QX

### Definitions

1. In this Deed where the context admits:-
  - (1) "the Lease" means the Lease of which short particulars are set out in the Schedule
  - (2) The expressions "the Landlord" and "the Tenant" include the parties to this Deed respectively referred to above by those names and where the context admits their successors in title
  - (3) "the Property" means the property demised by the Lease
  - (4) The masculine includes the feminine and the singular the plural
  - (5) Obligations undertaken by more than a single person or body are joint and several obligations

### Recitals

2.
  - (1) This Deed is supplemental to the Lease
  - (2) The Tenant is entitled to the Property for the remainder of the term of the Lease
  - (3) The Landlord is entitled to the Property in reversion immediately expectant on the term of the Lease

3. The Lease will henceforth be construed as though

(1) the following words :-

"for the next five years of the said term and for each succeeding period of five years"

had been substituted in sub-clause 1(1)(B) for the following words which originally appeared in that sub-clause

"for the next seven years of the said term and for each succeeding period of seven years"

(2) the following words :-

"five years"

had been substituted in paragraphs 1 2 5 and 11 of the Schedule for the following words which originally appeared in those paragraphs

"seven years"

(3) the following words :-

"(including any Value Added Tax or any substituted or similar tax thereon)"

had been inserted in sub-clause 1(1) between the words

"meaning the gross sums of admission money"

and the words:-

"received from cinematograph or theatrical or other exhibitions appearing in that sub-clause"

Executed by the parties:-

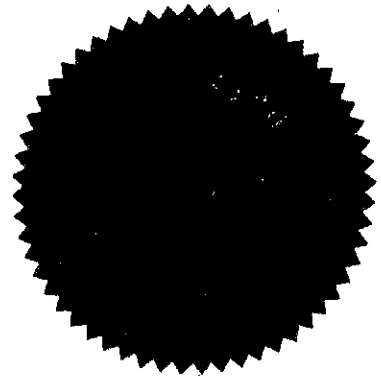
### THE SCHEDULE

#### Particulars of the Lease

<u>Date</u>	<u>Parties</u>	<u>Property</u>	<u>Term</u>
16th April 1970	Greenhaven Commercial Properties Limited (1) The Tenant (then called Associated British Properties Limited) (2) Electric & Musical Industries Limited (3)	ABC Cinema Shaftesbury Avenue London WC2	56 years from the 25th March 1970

The COMMON SEAL of GREENHAVEN  
SECURITIES LIMITED was  
hereunto affixed in the presence of:-

)  
)  
)



*John A. ...*

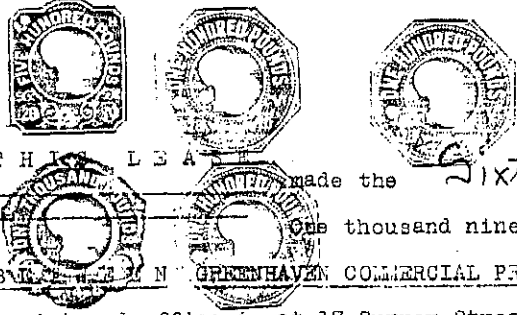
Director

*Robert ...*

Secretary

Tenants Lease

PRODUCED BY FINANCE ACT 1931  
28-4-70<sup>W</sup> 20893  
INLAND REVENUE



THIS LEASE made the Sixteenth day of April  
One thousand nine hundred and seventy  
Parties BETWEEN N. GREENHAVEN COMMERCIAL PROPERTIES LIMITED whose  
registered office is at 17 Surrey Street London W.C.2. (herein-  
after called "the Landlord" which expression shall where the  
context so admits include the person for the time being entitled  
to the reversion immediately expectant on the determination of the  
term hereby granted) of the first part ASSOCIATED BRITISH  
PROPERTIES LIMITED whose registered office is at 30/31 Golden  
Square London W.1. (hereinafter called "the Tenant" which  
expression shall where the context so admits include its successors  
in title) of the second part and ELECTRIC & MUSICAL INDUSTRIES  
LIMITED whose registered office is at Blyth Road Hayes Middlesex  
(hereinafter called "the Surety") of the third part

WITNESSETH as follows:-

Demise  
Parcels

Exceptions  
and  
Reservations

- (1) IN consideration of the rent hereinafter reserved and of the covenants on the part of the Tenant and the Surety and the conditions hereinafter contained the Landlord at the request of the Surety HEREBY DEMISES unto the Tenant ALL THAT piece or parcel of land situate in and having frontages to Shaftesbury Avenue Stacey Street New Compton Street and St. Giles Passage in the London Borough of the City of Westminster TOGETHER with the building erected thereon or on some part thereof and called by the name of The Saville Theatre (all which piece or parcel of land and building are hereinafter called "the demised premises") EXCEPT AND RESERVING unto the Landlord the free and uninterrupted passage and running of water and soil gas and electricity and other services to and from the adjoining and neighbouring premises now or hereafter belonging to the Landlord through the drains sewers watercourses pipes wires cables and other conducting media now or hereafter in or under the demised premises and RESERVING unto the Landlord at any time hereafter and from time to time full right and liberty to execute works and erections upon and to use the adjoining and neighbouring premises now or hereafter belonging to it as it may think fit notwithstanding that the access of light and air to the demised premises may thereby be interfered with

Habendum TO HOLD the same unto the Tenant for a term of FIFTY-SIX YEARS from the twenty-fifth day of March One thousand nine hundred and

Subjections seventy SUBJECT to all rights and easements (if any) enjoyed by any adjoining and neighbouring premises over or in respect of the demised premises and SUBJECT to and with the BENEFIT of all contracts agreements licences and engagements (hereinafter called "the existing contracts") entered into by the Tenant or any former occupier of the demised premises in respect of the demised

Reddendum premises so far only as the same are still subsisting YIELDING AND PAYING therefor a rent (hereinafter called "the basic rent") (A) for the first fourteen years of the said term of THIRTY THOUSAND POUNDS (£30,000) per annum and (B) for the next seven years of the said term and for each succeeding period of seven years thereafter of such amount as shall have been agreed between the Landlord and the Tenant or determined as hereinafter provided to be the rental value of the demised premises at that time and the provisions of the Schedule hereto shall apply for the purpose of ascertaining the basic rent for each such period AND ALSO YIELDING AND PAYING therefor in each year of the said term in addition to the basic rent payable in such year a rent equal to the amount (if any) by which the basic rent payable in such year falls short of a sum equal to ten per centum of the box office receipts of the demised premises (meaning the gross sums of admission money received from cinematograph or theatrical or other exhibitions or entertainments on the demised premises less any entertainment tax exhibitors levy and contributions to charities in respect of Sunday opening or any tax or levy of a like nature specific to cinema or theatre seats or admission or the said exhibitions or entertainments at the rate for the time being in force) in such year

Manner of payment of rent (2) The Rent shall be paid on the following days and in the following manner that is to say the Tenant will pay on the usual quarter days in each year on account of its obligation instalments amounting in the first quarter of the first year of the said term to the sum of SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500) and thereafter in each succeeding quarter to the greater of the following sums namely (i) a sum equal to Twenty-five per centum of the basic rent then payable and (ii) a sum equal to ten per centum of the box office receipts of the demised premises (defined as aforesaid) in the immediately preceding quarter and within two

eight days after the expiration of each year of the said term the accountant to the Tenant shall issue and deliver to the Landlord a certificate (hereinafter called "the confirmatory certificate") of the total amount due from the Tenant to the Landlord in respect of rent for the year to which the confirmatory certificate relates and before the date mentioned in sub-clause (5) hereof the Tenant will pay to or be entitled to receive from the Landlord the balance by which the said total amount respectively exceeds or falls short of the aggregate sums paid by the Tenant to the Landlord in respect of rent during the said year

Landlord's  
right to  
verify  
confirmatory  
certificate

(3) The Landlord shall be entitled within twenty-eight days after the receipt of the confirmatory certificate to appoint at its own expense a duly qualified independent accountant to inspect all accounts statements books vouchers receipts and documents necessary to verify the confirmatory certificate and the Landlord will procure that such Accountant shall either approve or refuse to approve the confirmatory certificate within twenty-eight days after he shall have been furnished with all such accounts statements books vouchers receipts and documents as aforesaid and all such other information and evidence as he shall reasonably require

Landlord's  
refusal to  
approve  
confirmatory  
certificate

(4) In the event of the Accountant appointed by the Landlord refusing to approve the confirmatory certificate or in the event of any dispute or difference arising between the Landlord and the Tenant as to the amount of the balance mentioned in sub-clause (2) hereof the matter shall be referred to arbitration in accordance with the provisions of Clause 5 (7) hereof

Date for  
payment of  
balancing  
sum

(5) The final date for payment of the balance mentioned in sub-clause (2) hereof shall be twenty-eight days after the latest of (i) the delivery of the confirmatory certificate to the Landlord (ii) the approval of the confirmatory certificate by the Accountant appointed by the Landlord (if the Landlord shall require to verify the same) and (iii) the decision of the arbitrator or arbitrators (if there shall be any such reference to arbitration as is mentioned in sub-clause (4) hereof)

First  
instalment  
of rent

(6) The first instalment of rent hereunder consisting of the sum of Seven thousand five hundred pounds shall be paid on the Twenty-fifth day of March One thousand nine hundred and seventy in respect of the quarter commencing on that day

2. THE Tenant for itself and its assigns and to the intent that the

Tenant's  
covenants

obligations may continue throughout the term hereby granted

HEREBY COVENANTS with the Landlord as follows:-

To pay  
rent

(1) To pay the rent hereby reserved on the days and in manner aforesaid without any deduction or abatement whatsoever

To reim-  
burse  
insurance  
premiums

(2) To pay to the Landlord during each year of the said term a sum equal to the annual premiums which the Landlord shall pay for insuring in a sum not less than the full reinstatement value (the amount of which shall be determined from time to time by the Landlord in consultation with the Tenant but with the final decision resting with the Landlord)

(a) the buildings comprised in the demised premises and all additions and fixtures of an insurable nature including additions and fixtures (other than those which the Tenant is entitled to remove) made by the Tenant in accordance with the provisions of this lease against loss or damage by fire lightning storm tempest explosion impact aircraft riot civil commotion labour disturbances and malicious damage and

(b) (to the extent to which the same are not covered by paragraph (a) of this sub-clause) the boilers and pipes serving the demised premises against explosion and the plate glass (if any) in the demised premises against breakage through impact or otherwise

TOGETHER with ten per centum of the amount insured in respect of the property and perils specified in paragraph (a) of this sub-clause for Architects' and other fees in relation to the reinstatement of the demised premises and three years' loss of rent in respect of the demised premises such further sum to be paid without any deduction or abatement whatsoever on the quarter day next after payment of each such premium

To pay  
outgoings

(3) To pay and discharge all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary local or otherwise and whether of the nature of capital or income and even though of a wholly novel character) now or hereafter imposed or charged upon the demised premises or any part thereof or on the Landlord or the Tenant or any owner or occupier in respect thereof except only such as the owner is by law bound to pay notwithstanding any contract to the contrary

To execute  
works  
required  
by statute

(4) To do and execute or cause to be done and executed all such works as under or by virtue of any act or acts of Parliament for the time being in force are or shall be properly directed or

necessary to be done or executed upon or in respect of the demised premises or any part thereof whether by the owner landlord lessee tenant or occupier and at all times to keep the Landlord indemnified against all claims demands and liability in respect thereof

To reimburse costs of abating nuisance

(5) To pay to the Landlord all costs charges and expenses which may be incurred by the Landlord in abating a nuisance on the demised premises and executing all such works as may be necessary for abating a nuisance on the demised premises in obedience to a notice served by a local or public authority

To reimburse costs under ss. 146 & 147 of Law of Property Act 1925

(6) To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Landlord in or in contemplation of any proceedings under Sections 146 and 147 of the Law of Property Act 1925

To repair

(7) To repair and keep the exterior and interior of the demised premises and all additions thereto and all Landlord's fixtures and fittings thereon and all drains sewers soil and other pipes sanitary water gas electrical and central heating apparatus glass pavings walls fences and railings vaults and appurtenances in good and substantial repair and condition and properly decorated and in a state fit in every respect for use as two high-class west End theatres providing as to the one cinematograph and as to the other cinematograph or theatrical exhibitions (except damage resulting from any of the perils specified in Clause 3 (2) hereof unless the insurance money shall be wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant)

To renew fixtures

(8) When and so often as it shall be necessary to renew any Landlord's fixtures and fittings belonging to the demised premises to substitute other fixtures and fittings of a suitable nature and value to the reasonable satisfaction of the Landlord

To redecorate

(9) In the third year of the said term and afterwards in the last year of every consecutive period of three years during the said term (the first of such periods to commence from the expiration of the said third year) and in the last year of the said term howsoever determined to paint in a proper and workmanlike manner all the outside wood metal stucco cement and other work of the demised premises and all such other exterior parts as ought to be so painted with three coats at least of good quality paint and in like manner to prepare wax and polish and otherwise maintain all the outside work now so treated with good quality materials and

also in like manner as often as in the opinion of the Landlord shall be reasonably necessary (but not more than once in every five years of the said term) to clean the stonework and other finishes to the exterior of the demised premises by such method as shall be previously approved in writing by the Landlord and in particular (and without prejudice to the generality of this obligation) to clean and treat in a suitable manner for its maintenance in good condition all the outside hardwood and metal and other work not required to be painted or polished and to clean all tiles faïences glazed bricks and similar washable surfaces

AND ALSO in the eighth year of the said term and afterwards in the last year of every consecutive period of seven years during the said term (the first of such periods to commence from the expiration of the said eighth year) and in the last year of the said term howsoever determined to prepare and paint in a proper and workmanlike manner all the inside wood metal and other work of the demised premises usually or requiring to be painted with two coats at least of good quality paint and also with such internal painting to whitewash colourwash distemper grain varnish french or wax polish paper and otherwise decorate in a proper and workmanlike manner and with good quality materials all such internal part of the demised premises as have been or ought properly to be so treated and as often as may be necessary to clean and treat in a suitable manner for its maintenance in good condition all the inside wood and metal work and polished stone not required to be painted or polished or distempered and to clean all tiles faïences glazed bricks and similar washable surfaces AND so that in the last year of the said term the tints colours and patterns of all such works of external and internal painting and decoration shall be such as shall be approved in writing by the Landlord

To contribute  
proportion  
of repairs  
to common  
roads  
services  
etc.

(10) To contribute and pay a rateable or due proportion of the costs and expenses (to be determined by the Landlord's Surveyor) of making laying repairing maintaining rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses or other conveniences which may belong to or be used for the demised premises in common with other premises adjoining or near thereto and to keep the Landlord indemnified against such proportion of such costs and expenses as aforesaid

To yield up  
in repair

(11) At the expiration or sooner determination of the said term quietly to yield up unto the Landlord the demised premises together

with all additions and improvements made thereto in the meantime and all Landlord's fixtures and fittings thereon and in such state and condition as shall in all respects be consistent with a full and due performance by the Tenant of the covenants on its part herein contained

To permit  
Landlord  
to enter  
and view  
and to  
repair on  
notice

(12) To permit the Landlord and its agents and such workmen as may be authorised by them at all reasonable hours (but so as not to interfere with any rehearsal or performance) to enter upon the demised premises and every part thereof and take a plan of and examine the state of repair and condition of the same and to take inventories of the Landlord's fixtures and fittings thereon and within two calendar months or sooner if requisite after notice in writing to the Tenant of all defects and wants of reparation found on such examination shall have been given or left at the demised premises to repair and make good the same according to such notice and the covenants in that behalf herein contained and in case the Tenant shall make default in so doing it shall be lawful for the workmen and others to be employed by the Landlord to enter upon the demised premises and repair and make good the same and all expenses incurred thereby shall on demand be paid by the Tenant to the Landlord and if not so paid shall be recoverable by the Landlord as liquidated damages AND the Tenant hereby irrevocably appoints the Landlord to be the agent of the Tenant throughout the said term for the purpose of entering on inspecting and viewing the condition of any part of the demised premises not at the time of such inspection in the occupation of the Tenant

To permit  
Landlord to  
enter and  
repair  
adjoining  
premises

(13) To permit the Landlord and its agents and workmen and the tenants and occupiers of any adjoining or neighbouring premises now or hereafter belonging to the Landlord at all reasonable hours (but so as not to interfere with any rehearsal or performance) to enter upon the demised premises for executing repairs or alterations to or upon such adjoining or neighbouring premises or the conveniences belonging thereto or used therefor making good to the reasonable satisfaction of the Tenant all damage to the demised premises thereby occasioned

Not to  
endanger  
insurance

(14) Not to do or omit or suffer to be done or omitted any act matter or thing whatsoever the doing or omission of which would or might make void or voidable the insurance of the demised premises or of the Landlord's fixtures and fittings thereon or of any adjoining or neighbouring premises now or hereafter belonging to

the Landlord but to make and keep all apparatus for ventilating and heating the demised premises as safe as possible and to use all proper precautions to prevent destruction or damage by fire or otherwise

To give notice in event of destruction or damage by insured perils

(15) In the event of the demised premises or any part thereof being destroyed or damaged by any of the perils specified in Clause 3 (2) hereof to give notice thereof to the Landlord as soon as such destruction or damage shall come to the notice of the Tenant

To reimburse cost of reinstatement on Tenant's avoidance of insurance

(16) In the event of the demised premises or any part thereof being destroyed or damaged by any of the perils specified in Clause 3 (2) hereof and the insurance money under any insurance against the same effected thereon by the Landlord being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will forthwith (in addition to the rent hereby reserved) pay to the Landlord the whole or (as the case may require) a fair proportion of the cost (including professional and other fees) of making good such destruction or damage

Not to carry out material development

(17) Not to carry out or suffer to be carried out on the demised premises or any part thereof any material development as defined by the Land Commission Act 1967 or any statutory re-enactment or modification thereof for the time being in force PROVIDED ALWAYS that nothing in this sub-clause contained shall be deemed to apply to the conversion work mentioned in sub-clause (41) hereof

Not to add to or alter buildings

(18) Not without the licence in writing of the Landlord first obtained nor except in accordance with plans and specifications previously submitted in duplicate to and approved by the Landlord nor except to the reasonable satisfaction of the Landlord to erect or suffer to be erected any new buildings on the land hereby demised or any part thereof or to make any alteration or addition whatsoever in or to the buildings for the time being comprised in the demised premises either externally or internally or to make any alteration in the plan external construction height roof walls stanchions beams supports timbers elevations architectural appearance or external decorations of the said buildings or to cut or remove the walls stanchions beams supports or timbers of the said buildings unless for the purpose of supplying and making good any defect therein or to do or suffer in or upon the demised premises any wilful or voluntary waste or spoil PROVIDED ALWAYS

that it may be a condition of any consent required under the provisions of this sub-clause that the Tenant shall pay the costs and expenses reasonably incurred by the Landlord in relation to the granting of such consent AND PROVIDED FURTHER that nothing in this sub-clause contained shall be deemed to apply to advertisement boards and signs for which all necessary planning permissions and other permissions licences and consents shall have been obtained AND PROVIDED LASTLY that nothing in this sub-clause contained shall be deemed to apply to the conversion work mentioned in sub-clause (41) hereof or to any minor items of interior work necessary in connection with the installation of any new plant machinery or apparatus required for any usual cinematograph or theatrical exhibition or improvements therein

Not to  
permit  
illegal  
user or  
sales by  
auction

As to user

(19) Not to use the demised premises or any part thereof or permit the same to be used for any illegal or immoral purpose and not to permit any sale by auction to be held on the demised premises

(20) Subject to any necessary sanction or licence of any necessary authority to use the demised premises as two high-class West End theatres providing as to the one high-class cinematograph and as to the other high-class cinematograph or theatrical exhibitions such as are usually provided at a high-class West End theatre and to which members of the public are admitted against payment of admission charges not less than those payable by similar first-class West End theatres or by invitation on customary occasions only and for no other purpose whatsoever and not to carry on or permit to be carried on on the demised premises or any part thereof any trade business or manufacture whatsoever (except the sale of refreshments the provision of cloakrooms and the sale of flowers pictures souvenirs and photographs and other articles customary in a high-class West End theatre)

As to use  
of sewers  
drains etc.

(21) Not to allow to pass into the sewers drains or watercourses serving the demised premises any noxious or deleterious effluent or other substance which shall or might cause an obstruction in or injure the said sewers drains or watercourses and in the event of any such obstruction or injury forthwith to make good such damage to the satisfaction of the Landlord's surveyor

Not to  
commit  
nuisance

(22) Generally not to do or permit to be done upon or in connection with the demised premises anything which shall be or tend to be a nuisance annoyance or cause of damage to the Landlord or to any adjoining or neighbouring premises or the owner or occupier thereof

Not to impose  
undue strain  
upon demised  
premises

To comply  
with  
Planning  
Acts and  
generally  
as to  
planning

(23) Not to do or permit or bring in or upon the demised premises anything which might throw on the demised premises any weight or strain in excess of that which such premises are calculated to bear with due margin for safety

(24) In relation to the Planning Acts (by which expression it is intended herein to designate the Town and Country Planning Acts 1962 to 1968 or any statutory re-enactment or modification thereof for the time being in force and any regulations or orders made thereunder)

(a) Not to do or omit or permit to be done or omitted anything on or in connection with the demised premises the doing or omission of which shall be a contravention of the Planning Acts or of any notices orders licences consents permissions and conditions (if any) served made granted or imposed thereunder or under any enactment repealed thereby and to indemnify the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts and omissions or any of them and against the costs of any application for planning permission and the works and things done in pursuance thereof

(b) In the event of the Landlord giving written consent to any of the matters in respect of which the Landlord's consent shall be required under the provisions of sub-clauses (18) and (19) hereof or otherwise and in the event of permission from any Planning Authority under the Planning Acts being necessary for the said erection alteration addition or change in or to the demised premises or for the change of user thereof to apply at the cost of the Tenant to the Local and Planning Authorities for all consents and permissions which may be required in connection therewith and to give notice to the Landlord of the granting or refusal (as the case may be) of all such consents and permissions forthwith on the receipt thereof

(c) In the event of the said Planning Authority agreeing to grant the desired planning permission only with modifications or subject to conditions to give to the Landlord forthwith full particulars of such modifications or conditions AND if such modifications or conditions shall in the opinion of the Landlord be undesirable then unless it shall be decided otherwise on an arbitration as hereinafter provided the Tenant shall not proceed with the works or change of user to which the application related

(d) To give notice forthwith to the Landlord of any notice order

or proposal for a notice or order served on the Tenant under the Planning Acts and if so required by the Landlord to produce the same and at the request and cost of the Landlord to make or join in making such objections or representations in respect of any proposal as the Landlord may require

(e) To comply at its own cost with any notice or order served on the Tenant under the provisions of the Planning Acts

(f) If the Tenant shall receive any compensation with respect to the interest of the Tenant hereunder because of any restriction placed upon the user of the demised premises under or by virtue of the Planning Acts then if and when the Tenant's interest hereunder shall be determined by surrender or under the power of re-entry herein contained the Tenant shall forthwith make such provision as is just and equitable for the Landlord to receive its due benefit from such compensation

(g) If and when called upon so to do to produce to the Landlord or its Surveyor all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this sub-clause have been complied with in all respects

As to  
alienations  
and  
registration  
thereof

(25) (a) Not to assign part only of the demised premises and not to underlet or part with or share the possession or occupation of the whole of the demised premises or any part thereof

(b) Not to assign the whole of the demised premises without the previous written consent of the Landlord (which consent shall not be unreasonably withheld in the case of an established and financially-sound operator of first-class West End theatres providing first-class cinematograph or theatrical exhibitions)

(c) Provided always that every permitted assignment underlease or tenancy agreement shall contain a covenant by the assignee underlessees or tenant (as the case may be) directly with the Landlord to observe and perform the covenants on the part of the Tenant and the conditions herein contained and in the case of an assignment of the whole of the demised premises a covenant by the assignee directly with the Landlord to pay the rent hereby reserved

(d) Provided further that no consent shall be required under the provisions of paragraphs (a) or (b) of this sub-clause for the grant of usual licences for the presentation of cinematograph or theatrical exhibitions on the demised premises

(e) Within one month of every assignment assent transfer under-

lease assignment of underlease or mortgage or charge of or relating to the demised premises or any part thereof to give notice thereof in writing with particulars thereof to the Landlord and produce to it such instrument and to pay to the Landlord a registration fee of Three guineas in respect of each such instrument

Not to permit encroachments

(26) Not to obstruct or suffer to be obstructed any of the windows or lights belonging to the demised premises nor to permit any new window light passage drainage or other encroachment or easement to be made into against upon or over the demised premises or any part thereof AND in case any encroachment or easement whatsoever shall be attempted to be made or acquired by any person or persons whomsoever to give notice thereof in writing to the Landlord immediately the same shall come to the notice of the Tenant and at the cost of the Tenant to do all such things as may be proper for preventing any new encroachment or easement being made or acquired

To permit prospective purchasers to view

(27) To permit all prospective purchasers of or dealers in the Landlord's reversionary interest by order in writing of the Landlord or its agents at all times during the said term at all reasonable hours (but so as not to interfere with any rehearsal or performance) to view the demised premises without interruption

To permit letting board and prospective tenants to view and arrange exhibitions

(28) To permit the Landlord or its agents at any time within six calendar months next before the expiration or sooner determination of the said term to enter upon the demised premises and to fix and retain without interference upon any suitable part or parts thereof a notice board for re-letting the same (but so as not to interfere with the advertising of any performance then being given) and to permit all persons by order in writing of the Landlord or its agents at all reasonable hours (but so as not to interfere with any rehearsal or performance) to view the demised premises without interruption and (if they shall have taken or agreed to take the demised premises) to enter thereon for the purpose of making arrangements for the production of exhibitions or entertainments

To indemnify Landlord in respect of third party matters

(29) To indemnify and keep indemnified the Landlord against liability in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising directly or indirectly out of the repair state of repair or condition (except any such liability

which may arise by reason of the default of the Landlord in complying with the provisions of Clause 3 (3) hereof) or any alteration to or to the user hereinbefore permitted of the demised premises and against all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability

As to  
explosive  
and  
inflammable  
substances

(30) To ensure that the storage and use of explosive or inflammable or combustible oils or substances shall at all times conform to any restrictions or conditions imposed by statute or by any regulations made under any statute and not to store or permit to be stored such oils or substances upon the demised premises without first ascertaining and complying with the requirements of the insurance company with which the demised premises are insured

To obtain  
licences  
and conduct  
properly

(31) To use all reasonable endeavours to obtain all licences required for the purpose of or in connection with cinematograph or cinematograph and theatrical exhibitions on the demised premises and to conduct and manage the demised premises and all such exhibitions in an orderly and lawful manner and so that no act matter or thing whatsoever may be done permitted or omitted upon the demised premises or in connection with such exhibitions whereby such licences or any of them may be rendered liable to be suspended or revoked or not renewed

To renew  
licences  
and comply  
with  
conditions

(32) To use every endeavour from time to time and so often as may be necessary to obtain the renewal of all such licences as aforesaid and to observe perform and comply with all the terms conditions and restrictions imposed by the existing and/or original licences or by any such renewed licences and all the provisions of the Act or Acts of Parliament under which such licences have been or shall be granted or of any statutory re-enactment or modification of such Act or Acts for the time being in force and all other statutory provisions applicable to such licences and to all cinematograph and theatrical exhibitions on the demised premises and all regulations for the time being in force made under any such Act or Acts or statutory provisions

To comply  
with  
notices of  
licensing  
Authority

(33) To give notice forthwith to the Landlord of any notice served on the Tenant by any Licensing Authority having jurisdiction over the demised premises and involving the execution of any work to or in the demised premises and if so required by the Landlord to produce such notice and to comply at its own cost with the same and in case the Tenant shall make default in executing the work

required to be executed by the said notice it shall be lawful for the workmen and others to be employed by the Landlord to enter upon the demised premises and execute such work and all expenses incurred thereby shall on demand be paid by the Tenant to the Landlord and if not so paid shall be recoverable by the Landlord as liquidated damages

To pay  
fees for  
licences

(34) To pay and discharge all duties fees and other sums payable in respect of all such licences as aforesaid and the use or infringement of copyrights for cinematograph exhibitions stage plays music and dancing or otherwise to take place in or upon the demised premises and any renewal of such licences

To assign  
licences  
at end  
of term

(35) At the expiration or sooner determination of the said term so far as the Tenant lawfully can to assign or transfer and deliver to the Landlord or to the person or persons nominated by it for that purpose all the then existing licences held in respect of the demised premises and to sign all necessary notices and make all necessary applications and do all necessary acts matters and things for assigning or transferring the same or for obtaining the renewal thereof to the Landlord or such person or persons as aforesaid on being paid a fair proportion for the unexpired term thereof and so that on the failure of the Tenant to do anything which under the covenants contained in this sub-clause ought to be done by it the Landlord or the person or persons nominated by it for that purpose may do any such thing in the name and as agent of the Tenant AND the Tenant hereby appoints the Landlord or such person or persons as the Landlord may by deed or writing nominate for that purpose the true and lawful attorneys and each of them the true and lawful attorney of the Tenant on behalf of and in the name of the Tenant to execute and sign all deeds and documents and do all other acts matters and things necessary for assigning or transferring and delivering to the Landlord or the person or persons nominated by it for that purpose the said licences or any of them and to sign all notices and make all applications and do all acts matters and things for assigning or transferring the same or for obtaining the renewal thereof to the Landlord or to such person or persons as aforesaid

To employ  
electrician,  
fireman etc.

(36) To keep at its own expense in or about the demised premises at all times when any rehearsal or performance shall be in progress or when the stage or any other part of the demised premises shall be lighted at least one competent electrician and also during such

times as aforesaid and at all other times from six o'clock in the evening to six o'clock in the morning whether the demised premises shall be open or not at least one competent fireman and also at such times as the demised premises shall be open for any public performance to take all proper steps to preserve order and to employ such persons as may be necessary for that purpose

To perform existing contracts

(37) To observe and perform all the covenants agreements and obligations on the part of the Tenant or any former occupier of the demised premises contained in the existing contracts so far only as the existing contracts are still subsisting and to indemnify and keep indemnified the Landlord against liability in respect thereof and against all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability

To procure Tenant's Accountant to issue confirmatory certificate

(38) To procure that the Accountant to the Tenant shall within twenty-eight days after the expiration of each year of the said term issue and deliver to the Landlord the confirmatory certificate

To produce all necessary accounts and information for confirmatory certificate

(39) Punctually on demand to produce or procure to be produced to the Accountant appointed by the Landlord all accounts statements books vouchers receipts and documents necessary to verify the confirmatory certificate and give or procure to be given to the said Accountant all such other information and evidence as he shall reasonably require

To manage premises efficiently

(40) To conduct and manage the demised premises and all cinematograph and theatrical exhibitions thereon in an efficient manner and on a proper commercial basis

To carry out conversion work

(41) Within one year after the date hereof or such extended period as the Landlord may in writing permit to carry out and complete at the sole cost of the Tenant and in a good and workmanlike manner and with good quality materials of their several kinds and in compliance with the provisions of all relevant Acts of Parliament and the regulations of the Local Authority and the requirements of all necessary planning permissions and other permissions licences and consents and the conditions respectively imposed thereon and the requirements of the insurance company with which the demised premises are insured and in accordance with plans and specifications previously submitted in duplicate to and approved in writing by the Landlord (whose approval shall not be unreasonably withheld) and to the satisfaction of the Landlord the conversion of the demised premises into two high-class West End theatres

suitable in every respect for providing as to the one cinematograph and as to the other cinematograph or theatrical exhibitions AND to pay the costs and expenses reasonably incurred by the Landlord in relation to the approval of such plans and specifications and the supervision of such work not exceeding the sum of One hundred pounds AND to indemnify and keep indemnified the Landlord against liability in respect of such work and any non-compliance with any of the matters aforesaid and against all proceedings costs claims and demands of whatsoever nature in respect of any such liability or alleged liability

3. THE Landlord HEREBY COVENANTS with the Tenant as follows:-

Landlord's  
Covenants

For quiet  
enjoyment

To insure

(1) That the Tenant paying the rent hereby reserved and observing and performing the covenants on its part and the conditions herein contained shall and may quietly enjoy the demised premises during the said term without any interruption by the Landlord

(2) To keep insured in a sum not less than the full reinstatement value (the amount of which shall be determined from time to time by the Landlord in consultation with the Tenant but with the final decision resting with the Landlord)

(a) the buildings comprised in the demised premises and all additions and fixtures of an insurable nature including additions and fixtures (other than those which the Tenant is entitled to remove) made by the Tenant in accordance with the provisions of this Lease against loss or damage by fire lightning storm tempest explosion impact aircraft riot civil commotion labour disturbances and malicious damage and

(b) (to the extent to which the same are not covered by paragraph (a) of this sub-clause) the boilers and pipes serving the demised premises against explosion and the plate glass (if any) in the demised premises against breakage through impact or otherwise TOGETHER with ten per centum of the amount insured in respect of the property and perils specified in paragraph (a) of this sub-clause for Architects' and other fees in relation to the reinstatement of the demised premises and three years' loss of rent in respect of the demised premises and to produce to the Tenant on demand the policy or policies of such insurance and the receipt for the current premium or premiums

To rebuild  
in case of  
destruction  
or damage  
by insured  
perils

(3) That in case the demised premises or any part thereof shall be destroyed or damaged by any of the perils mentioned in paragraph

(a) of sub-clause (2) hereof so as to be unfit for occupation or

use then as often as the same shall happen (and subject to the previous compliance by the Tenant with the provisions of Clause 2 (15) hereof and (if applicable) of Clause 2 (16) hereof) the Landlord will with all due diligence take such steps as may be requisite and proper to obtain any necessary building licences and permits under any regulations or enactment for the time being in force to enable the Landlord to rebuild and reinstate the demised premises and will as soon as such licences and permits shall have been obtained rebuild reinstate replace and make good the demised premises free of expense to the Tenant

4. IN consideration of the demise hereinbefore contained having been made at its request the Surety HEREBY COVENANTS with the Landlord as follows:-

Surety's  
Covenants

To make  
good  
Tenant's  
defaults

(1) That the Tenant will pay the rent hereby reserved on the days and in manner aforesaid and observe and perform all the covenants on its part and the conditions herein contained and that in case of default in such payment of rent or in the observance or performance of such covenants and conditions the Surety will pay and make good to the Landlord on demand all losses damages costs and expenses thereby arising or incurred by the Landlord PROVIDED ALWAYS AND IT IS HEREBY AGREED that any neglect or forbearance of the Landlord in endeavouring to obtain payment of the rent hereby reserved when the same becomes payable or to enforce the observance or performance of such covenants and conditions and any time which may be given to the Tenant by the Landlord shall not release or exonerate or in any way affect the liability of the Surety under this covenant

To take  
residue of  
disclaimed  
lease

(2) That in the event of the Tenant for the time being during the term hereby granted entering into liquidation or becoming bankrupt and the liquidator or trustee in such bankruptcy disclaiming this Lease the Surety will accept from the Landlord a lease of the demised premises for a term equal in duration to the residue remaining unexpired of the term hereby granted at the time of the grant of such lease to the Surety such lease to contain the like lessee's and lessor's covenants respectively and the like provisos and conditions in all respects (including the proviso for re-entry) as are herein contained PROVIDED ALWAYS that the Landlord within the period of three months after such disclaimer serves upon the Surety a notice in writing so to do

5.

Provisos

PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

Re-entry

(1) If the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if the Tenant shall fail or neglect to observe or perform any of the covenants on its part and the conditions herein contained or if the Tenant for the time being shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or being an individual shall become bankrupt or if the Tenant for the time being shall enter into any arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress or execution to be levied on the Tenant's goods then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the covenants on the part of the Tenant and the conditions herein contained

Power to  
appoint  
receiver

(2) In case any instalment of the rent hereby reserved shall not be paid on the day hereinbefore appointed for payment thereof or within twenty-one days next after such day (whether such rent shall have been formally demanded or not) then and in such case and whenever the same shall happen it shall be lawful for the Landlord (in lieu of making such entry as last aforesaid) by writing under hand to appoint such person as the Landlord shall think proper to act as receiver of and to receive the box office receipts of the demised premises (defined as in Clause 1 (1) hereof) and all other monies receivable in the demised premises until the rent then for the time being payable to the Landlord or which shall become payable in the meantime whilst the person so appointed shall be acting as such receiver shall have been paid or satisfied as hereinbefore provided and the Tenant will do all things necessary to enable the person so appointed receiver and his agents and servants to receive all such box office receipts and monies as aforesaid without any interruption or molestation and will not after receiving notice of the appointment of a receiver until such receiver shall have paid and satisfied the said arrears of rent in manner aforesaid receive or permit any person to receive any such box office receipts and monies except with the written sanction and as the agent of such receiver and the box office receipts and monies which shall be received by any such receiver shall be

applied in the manner and order following that is to say:

(a) in payment of such amount as the Landlord shall direct not exceeding Five pounds per centum upon the amount of such box office receipts and monies in respect of the salary of such receiver

(b) in payment of the costs and expenses incurred by the Landlord in and about the appointment of such receiver

(c) in payment of the salaries and wages of the persons employed and other necessary costs incurred in the production of the theatrical and/or cinematograph exhibitions and

(d) in payment to the Landlord of such monies as shall then remain due and owing to it in respect of the said rent

and the surplus (if any) of such box office receipts and monies shall then be paid to the Tenant PROVIDED ALWAYS that notwithstanding the appointment of any such receiver the aforesaid right of re-entry shall remain exercisable by the Landlord in the same events and in the same manner as is hereinbefore provided in that behalf

Abatement  
of rent in  
the event  
of  
destruction  
or damage

(3) If after the commencement of the said term the demised premises or any part thereof shall be destroyed or damaged by any of the perils mentioned in Clause 3 (2) (a) hereof so as to be unfit for occupation or use and the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy money refused in whole or in part by reason solely or in part of any act or default of the Tenant then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall have again been rendered fit for occupation or use or until the expiration of three years from the date of such destruction or damage whichever period shall be the shorter

Disputes  
between  
adjoining  
tenants

(4) Any dispute arising as between the Tenant or other the occupier for the time being of the demised premises and the occupiers of adjoining or neighbouring premises now or hereafter belonging to the Landlord as to the nature and extent of any easement right or privilege in favour of or affecting the demised premises or such adjoining or neighbouring premises or as to any other matter or thing arising out of or in connection with this Lease shall be referred to the Landlord for determination

Exclusion  
of warranty  
as to use

(5) Nothing herein contained shall be deemed to constitute any warranty by the Landlord that the demised premises or any part

thereof are authorised under the Planning Acts or otherwise for use for any specific purpose

Notices

(6) Any notice under this Lease shall be in writing Any notice to the Tenant (if a corporation) shall be sufficiently served if sent by registered post or recorded delivery to or left at its registered office and (if the Tenant shall be a person) shall be sufficiently served if left addressed to him on the demised premises or sent by registered post or recorded delivery to or left addressed to him at his last known address in Great Britain or Ireland (whether Eire or Northern Ireland) Any notice to the Landlord (if a corporation) shall be sufficiently served if sent by registered post or recorded delivery to or left at its registered office and (if the Landlord shall be a person) shall be sufficiently served if sent by registered post or recorded delivery to or left addressed to him at his last known address in Great Britain or Ireland (whether Eire or Northern Ireland) Any notice sent by registered post or recorded delivery shall be deemed to have been duly served at the expiration of twenty-four hours after the time of posting In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Tenant or the Landlord (as the case may be) in accordance with this sub-clause and left at or posted to the place to which it is so addressed

Arbitration

(7) Any dispute or difference arising between the Landlord and the Tenant for the settlement of which provision is hereinbefore made for arbitration shall be referred to the decision of a sole arbitrator or in default of agreement to two arbitrators one to be appointed by each party subject to and in accordance with the Arbitration Act 1950 or any statutory re-enactment or modification thereof for the time being in force

Marginal notes

(8) The marginal notes shall not affect the construction of this Lease

I N W I T N E S S whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

THE SCHEDULE above referred to

Provisions for ascertaining the basic rent

Agreement as to new rent

1. An agreement between the Landlord and the Tenant as to the basic rent to operate for each relevant period of seven years (hereinafter called "the new rent") shall be in writing signed by

Appointment  
of surveyor  
to determine  
new rent in  
default of  
agreement

Substitute  
appointor

Notice of  
surveyor's  
appointment

Basis of  
Surveyor's  
determina-  
tion

Surveyor to  
~~act as expert~~

both parties

2. If such agreement shall not have been made six months before the commencement of the relevant period of <sup>seven</sup> years the

Landlord may require an independent surveyor (hereinafter called "the surveyor") to be appointed to determine the new rent. The surveyor may be nominated by agreement between the Landlord and the Tenant or appointed by the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord.

3. If the said President shall for any reason not be available or be unable to make such appointment at the time of application therefor the appointment may be made by the Vice-President or next senior officer of the said Institution then available and able to make such appointment or if no such officer of the said Institution shall be so available and able by such officer of such professional body of surveyors as the Landlord shall designate and any reference hereinafter to the said President shall be deemed to include a reference to such Vice-President or other officer.

4. Notice in writing of his appointment by the said President shall be given by the surveyor to the Landlord and the Tenant inviting each to submit within a specified period (which shall not exceed four weeks) a valuation accompanied if desired by a statement of reasons.

5. The new rent shall be determined by the surveyor to be that at which having regard to the terms of this Lease (other than those relating to rent) the demised premises if fully improved repaired maintained and decorated in accordance with the covenants on the part of the Tenant herein contained might at the date of his determination reasonably be expected to be let in the open market with vacant possession by a willing lessor to a willing lessee for a term of seven years there being disregarded (a) any effect on rent of the fact that the Tenant or other occupier of the demised premises has been in occupation of the demised premises (b) any goodwill attached to the demised premises by reason of the carrying on thereat of the business of the Tenant or other occupier of the demised premises and (c) any effect on rent of any improvement to the demised premises lawfully carried out by the Tenant or other occupier of the demised premises otherwise than in pursuance of an obligation to the Landlord.

6. The surveyor shall act as an expert and not as an arbitrator

Notice of  
surveyor's  
decision

New rent  
not to be  
less than  
current  
rent

Effect of  
default etc.  
by surveyor

Surveyor's  
decision  
final

Time when  
rent due at  
new rate

He shall consider any valuation and reasons submitted to him within the said specified period but shall not be in any way limited or fettered thereby and shall determine the new rent in accordance with his own judgment and the terms of this lease

7. The surveyor shall give notice in writing of his decision to the Landlord and the Tenant within two months after his appointment or within such extended period (not exceeding a further period of ten months) as the Landlord may agree

8. If the surveyor shall come to the conclusion that the rental value of the demised premises determined in accordance with the provisions of paragraph 5 of this Schedule is less than Thirty thousand pounds per annum the new rent shall nevertheless be Thirty thousand pounds per annum and the decision of the surveyor shall so state

9. If the surveyor shall fail to determine the new rent and give notice thereof within the time and in the manner hereinbefore provided or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he will be unable to complete his duties hereunder the Landlord may apply to the said President for a substitute to be appointed in his place which procedure may be repeated as many times as necessary

10. The decision of the surveyor shall be final on all matters hereby referred to him

11. The basic rent shall not be due at the rate of the new rent until after the Tenant shall have been given such notice thereof as is hereinbefore provided for and in the event of the relevant period of seven years starting before such notice shall have been given to the Tenant the basic rent shall continue to be due at the rate of the basic rent operative for the period immediately preceding the relevant period of seven years on each day appointed hereunder for payment of rent until the said notice shall have been given to the Tenant On the first day after the notice shall have been given to the Tenant which is a day appointed hereunder for payment of rent there shall fall due for payment the appropriate instalment at the new rate to which there shall be added by way of additional rent a sum equal to the difference between the new rent and the basic rent actually paid for any part of the relevant period of seven years in respect of which a basic rent less than the new rent shall have been paid or (as circumstances shall require) from which there shall be deducted a sum equal to the

Surveyor's  
fees

Time of  
essence

difference between the basic rent actually paid for any part of the relevant period of seven years in respect of which a basic rent more than the new rent shall have been paid and the new rent

12. The fees of the surveyor shall be shared equally between the Landlord and the Tenant

13. As respects all periods of time referred to in this Schedule time shall be deemed to be of the essence of the contract

THE COMMON SEAL of GREENHAVEN

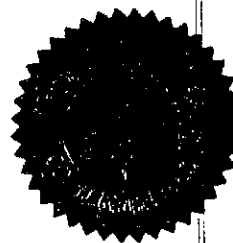
COMMERCIAL PROPERTIES LIMITED

was hereunto affixed in the  
presence of:-

Director

~~Secretary~~

DIRECTOR



*[Handwritten signature of the Director]*  
*[Handwritten signature of the Secretary]*

**DATED**

*5<sup>th</sup> DECEMBER*

**2012**

**CAPITALSTART LIMITED**

**(1)**

**ABC CINEMAS LIMITED**

**(2)**

---

**AGREEMENT FOR OPTION TO DEMAND  
SURRENDER**

**In respect of Lease of Premises at  
The Saville Theatre  
Shaftesbury Avenue  
London WC2H 8AH**

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THIS AGREEMENT is made on the [ 5<sup>th</sup> ] day of [ ~~December~~ ] 2012 between the parties named below as (1) the Landlord and (2) the Tenant

## 1. Definitions

1.1. These definitions apply in this Agreement:

**Landlord**

**CAPITALSTART LIMITED** incorporated and registered in England and Wales with company number 03090974) whose registered office is at 66 Chiltern Street, London W1U 4JT (**Landlord**)

**Tenant**

**ABC CINEMAS LIMITED** incorporated and registered in England and Wales with company number 03167622 whose registered office is at 54 Whitcomb Street, London WC2H 7DN (**Tenant**).

**Property**

**The Saville Theatre, Shaftesbury Avenue, London WC2H 8AH** as the same is more particularly described in the Lease and registered at the Land Registry under title number NGL144554.

**Lease**

The Lease of the Property dated 16 April 1970 and made between Greenhaven Commercial Properties Limited (1) Associated British Properties Limited (2) Electric & Musical Industries Limited (3) and all documents supplemental or collateral to that Lease including without limitation a deed of variation of 16 May 1985 made between Greenhaven Securities Limited (1) and Thorn EMI Cinema Properties Limited (2) and a deed of variation of even date herewith between the Landlord and the Tenant.

**Completion Date**

subject to clause 3.7 the first working day following 6 months after the date the Landlord serves a written notice (**Notice**) on the Tenant requiring completion of this Agreement provided that no such Notice shall be served earlier than 5<sup>th</sup>

**Deed of Surrender**

**JUNE 2014**  
The Deed of Surrender to be executed at completion in the form of the draft annexed hereto marked 'A' (with such amendments (if any) as may be required

to reflect any change in the identity of the parties).

<b>Option Premium</b>	£1,500,000 (one million five hundred thousand pounds)
<b>Landlord's Solicitors</b>	Lawrence Stephens, 50 Farringdon Road, London EC1M 3HE
<b>Purchase Price</b>	£3,500,000 (three million five hundred thousand pounds)
<b>Tenant's Solicitors</b>	Fladgate LLP, 16 Great Queen Street, London WC2B 5DG or such other entity as the Tenant or the Tenant's Solicitors may notify in writing to the Landlord from time to time

- 1.2. The headings are for convenience only and do not affect the meaning of the text
- 1.3. The expressions 'Landlord' and 'Tenant' include their respective successors in title.
- 1.4. The parties to this Agreement do not intend any of its terms to be enforceable by a third party (as defined in Section 1 of the Contracts (Rights of Third Parties) Act 1999) other than the successors in title of the Landlord and the Tenant
- 1.5. The Standard Commercial Property Conditions (Second Edition) ("**the Standard Conditions**") apply so far as consistent with the express terms of this Agreement as varied in Schedule 1.

## **2. Grant of option to Surrender**

- 2.1.
  - 2.1.1. In consideration of the payment of the Option Premium (together with Value Added Tax thereon) by the Landlord to the Tenant (the receipt of which is hereby acknowledged) the Tenant has entered this Agreement.
  - 2.1.2. The payment of the Option Premium is absolute and is not refundable.

## **3. Exercising the Option to Surrender**

- 3.1. On the Completion Date the Tenant will surrender to the Landlord and the Landlord will accept a surrender of all the estate interest and rights of the Tenant in the Property to the intent that the residue of the term of

years granted by the Lease the continuation of the tenancy by virtue of Section 24, Landlord and Tenant Act 1954 and all or any other estate interest or right of the Tenant in the Property whether granted by or arising from the Lease or by any deed or document supplemental to the Lease or otherwise shall merge and be extinguished in the reversion immediately expectant thereon; and

- 3.2. The Tenant will yield up the Property to the Landlord with vacant possession save as to any items which may be left at the Property which the Tenant shall not be obliged to remove.
- 3.3. On completion the Landlord shall pay the Tenant the Purchase Price unless the Completion Date falls after 25 March 2025 in which case the Purchase Price shall not be payable and the Tenant's waives its entitlement thereto.
- 3.4. On completion the Landlord is to repay to the Tenant any part of the yearly rent and insurance rent or any other payment which has been paid by the Tenant under the Lease which relates to the period after the Completion Date apportioned on a daily basis.
- 3.5. Any sum payable but not paid on the due date shall bear interest at the contract rate from and including the due date to and including the date of payment.
- 3.6.
  - 3.6.1. Subject to clause 3.6.2 on completion of any transfer by the Landlord of the whole or any part of the reversion to the Lease or on the grant of any lease out of such reversion the Landlord shall forthwith pay to the Tenant absolutely (by the method prescribed in the Standard Conditions) the Purchase Price provided that the Purchase Price shall not be payable if such transfer or grant of lease shall be completed after 25<sup>th</sup> March 2025.
  - 3.6.2. The Purchase Price shall not be payable by the Landlord in the event that the transfer and/or lease referred to in clause 3.6.1 is made or granted to a group company of the Landlord as defined in S42(1) of the Landlord and Tenant Act 1954 but on any subsequent transfer or lease the Purchase Price shall be due and payable pursuant to clause 3.6.1 unless it completes after the 25<sup>th</sup> March 2025.
  - 3.6.3. The Landlord will notify the Tenant of the exchange of any contract for any transfer or lease referred to in clause 3.6.1 forthwith upon it being entered into and supply details of the completion date and shall notwithstanding clause 3.6.1 notify the Tenant in writing forthwith upon the completion of any such transaction.
  - 3.6.4. If the Purchase Price has not been paid to the Tenant in accordance with clause 3.6.1 the Tenant may terminate this agreement forthwith on

notice in writing to that effect to the Landlord. Any such determination of this agreement shall be without prejudice to the rights of the Tenant against the Landlord in respect of any antecedent breach by the Landlord of its obligations in this agreement and Standard Condition 9.6 shall apply (*mutatis mutandis*).

- 3.6.5. If the Purchase Price is paid to the Tenant in accordance with clause 3.6.1 the Purchase Price shall not be payable in addition on any subsequent completion of this agreement but the Purchase Price paid shall not be refundable to the Landlord whether or not there is any subsequent completion of this agreement.
- 3.7. If the Property or any part of it is damaged or destroyed by any of the perils mentioned in paragraph (a) of sub-clause (2) of clause 3 of the Lease so as to be unfit for occupation or use then Notice will be deemed to have been served on the date of such damage or destruction and the Completion Date shall accordingly be the first working day following six months after the date of such damage or destruction.
- 3.8. Prior to completion the Tenant may (but shall not be obliged to) remove any of its chattels or fixtures and fittings from the Property without being liable for making good any damage caused by such removal. Any items which are left in the Property at completion shall be deemed not to offend the requirement for the Tenant to complete the surrender with vacant possession.
- 3.9. For the avoidance of doubt the Landlord shall not be obliged to serve Notice on the Tenant to trigger completion of the surrender of the Lease.

#### **4. Title**

Title to the Lease has been deduced to the Landlord and no requisitions or objections shall be raised in respect of the title except as to the discharge of mortgages and as to anything revealed by pre-completion searches made at the Land Registry which would not have been revealed by searches made immediately before the date of this Agreement (but no requisitions or objections shall be made in respect of entries relating to this agreement or the deeds of variation referred to in the definition of the "Lease" in clause 1.1).

#### **5. Mode of Surrender**

Surrender shall be effected by the Tenant executing and delivering to the Landlord the Deed of Surrender (a counterpart of which shall be executed by the Landlord and delivered to the Tenant) together with the keys to the Property and (to the extent they in the Tenant's possession at the time of Completion) the Lease and all other documents of title relating to the Tenant's interest in the Property.

## 6. Release

On the Completion Date the Landlord and the Tenant are to release each other from all obligations contained in the Lease on the terms contained in the Deed of Surrender.

## 7. Place of Completion

Completion shall take place at the office of the Landlord's solicitors or such other place as they may reasonably direct

## 8. Notice Requirements

The parties to this Agreement confirm that :

- 8.1. On or about the [ 8<sup>th</sup> ] day of November 2012 the Landlord served a Notice on the Tenant as required by Section 38A(4)(a) of the Landlord and Tenant Act 1954 (the "1954 Act") (and which applies to the surrender of the tenancy contemplated by this Agreement) before this Agreement marked 'C' was entered into (a copy of which notice is annexed to this Agreement); and
- 8.2. The Tenant made a Statutory/Simple Declaration dated the [ 5<sup>th</sup> ] day of [ December ] 2012 in accordance with the requirements of Section 38A( 4)(b) of the 1954 Act (a copy of which ~~statutory~~ declaration is annexed to this Agreement).

## 9. Value Added Tax

Save as the context requires or otherwise stated all references to payments in this Agreement are references to such payments exclusive of any Value Added Tax.

## 10. General

- 10.1. This agreement is made supplemental to the Lease.
- 10.2. Subject to clause 10.3 the Landlord admits that it has not entered into this agreement in reliance on any statement or representation made directly or indirectly to the Landlord by or on behalf of the Tenant and subject as mentioned the Tenant shall have no liability to the Landlord and the Landlord shall have no remedy against the Tenant in respect of such matters.
- 10.3. The Landlord's admission contained in clause 9.2 does not apply to the following:
  - 10.3.1. statements or representations that have been made fraudulently; or

- 10.3.2. statements or representations contained in written replies given by the Tenant's Solicitors to written enquiries raised by the Landlord's Solicitors that were not, during the period prior to the date of this agreement, susceptible of independent verification through the searches, enquiries, inspections and surveys which the Landlord has made or which a prudent landlord ought to have made having regard to the nature of the transaction or the nature or location of the Property.
- 10.4. The Landlord accepts that where the Tenant or a person on its behalf has made a written statement or written representation to the Landlord it is not to be implied that any enquiries or investigations were carried out by or on behalf of the Tenant to reach the conclusion given.
- 10.5. The Contracts (Rights of Third Parties) Act 1999 (RTP Act) shall not apply to this agreement so that the terms of this agreement are not enforceable by third parties save for the parties' successors in title and assigns but this does not affect any right or remedy of a third party which exists or is available apart from the RTP Act.
- 10.6. The obligations of the parties under this agreement shall not be affected by any damage or destruction to the Property which occurs after this agreement.

#### **11. Pending Completion**

Until Completion all the terms and conditions of the Lease shall remain in full effect.

#### **12. Complete Agreement**

The express terms of this Agreement, are all the terms that have been agreed between the Landlord and the Tenant in respect of this transaction.

#### **14. Rent Deposit**

On the date hereof the Landlord shall repay to the Tenant all monies held by it pursuant to a rent deposit deed dated 11 June 1996 made between Kestrel Properties Limited (1) and the Tenant (2) and the parties agree that such deed is terminated and shall be of no further effect.

This Agreement has been signed under hand by or on behalf of the Landlord and the Tenant and it is exchanged on the date set out on page one of this Agreement.

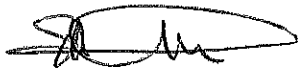
**Schedule 1**  
**Variations to the Standard Conditions**

1. For the purposes of the Standard Conditions the "Seller" is the Tenant and the "Buyer" is the Landlord.
2. The variations and additions to the Standard Conditions are as follows:
  - 2.1. conditions 1.4.1, 1.4.2 (VAT), 2.2 (Deposit) 3.1.3 (new public requirements), 4 (leases), 5 (rent reviews), 6.2.2 (requisitions), 6.4.2 (statutory declaration), 7.1.1, 7.1.2, 7.1.3 and 7.1.4(b) (insurance), 8.1.3 (completion) and 9.3.3 (reduced compensation) shall not apply;
  - 2.2. in condition 1.3.2 the words "a party's conveyancer" shall be deemed replaced by the words "the Solicitor named as the party's solicitor in the contract";
  - 2.3. in condition 1.3.7(a) add the words "and first class recorded delivery post" after "first class post,"
  - 2.4. in condition 3.1.2(d) insert the words "the buyer has made or" after the words "enquiries which";
  - 2.5. in condition 6.1.2 the words "and 135(1)(a)" shall be deemed to be deleted;
  - 2.6. in condition 8.4 insert an additional subcondition (d) to read "any other sum expressed to be payable under the contract";
  - 2.7. there shall be added an additional condition 8.8.3 to read "the Seller shall be deemed to be ready willing and able to complete if it would be but for the default of the Buyer and even though a mortgage remains secured on the Property, if the amount to be paid on completion is sufficient to discharge the mortgage (or if not sufficient equals or exceeds the payment required by the mortgagee to release the Property from the mortgage)";
  - 2.8. in condition 9.1.1 the words "or in the negotiations leading to it" shall be deemed deleted;
  - 2.9. Standard Condition 9.3.4 should read as follows:

"If the Buyer delays Completion the following elect apportionments to be made from the Completion Date."
  - 2.10. the following sentence shall be added at the end of conditions 9.2(b) and 9.5.2(b):

"The Buyer irrevocably appoints the Seller to act as its agent in its name and on its behalf for the purpose of procuring such cancellation if the Buyer fails to do so and the Buyer shall indemnify the Seller against, and pay to the Seller on demand, all associated costs incurred by the Seller";

.....  
**SIGNED** by CAPITALSTART, LIMITED

A handwritten signature in black ink, consisting of a stylized 'S' followed by a cursive 'm'.

.....  
**SIGNED** by ABC CINEMAS LIMITED

A

DATED

2012

CAPITALSTART LIMITED

(1)

ABC CINEMAS LIMITED

(2)

---

**DEED OF SURRENDER**  
**In respect of Lease of Premises at**  
**The Saville Theatre**  
**Shaftesbury Avenue**  
**London WC2H 8AH**

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LAWRENCE STEPHENS SOLICITORS

50 Farringdon Road, London, EC1M 3HE Telephone: 020 7936 8888 Facsimile: 020 7936 8880  
DX 53318 Clerkenwell [www.lawrencestephens.com](http://www.lawrencestephens.com)

THIS DEED is dated

~~2012~~

**HM Land Registry**

**LANDLORD'S TITLE NUMBER:** 256404

**ADMINISTRATIVE AREA:** CAMDEN

**TENANT'S TITLE NUMBER:** NGL144554

**ADMINISTRATIVE AREA:** CAMDEN

**PARTIES:**

- (1) **CAPITALSTART LIMITED**, incorporated and registered in England and Wales with company number 03090974 whose registered office is at 66 Chiltern Street, London W1U 4JT (**Landlord**); and
- (2) **ABC CINEMAS LIMITED**, incorporated and registered in England and Wales with company number 03167622 whose registered office is at 54 Whitcomb Street, London WC2H 7DN (**Tenant**).

**BACKGROUND**

- (A) This deed is supplemental to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Landlord and the Tenant have agreed to enter into this Deed.

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation set out in this clause 1 apply in this Deed.

**HMLR:** HM Land Registry.

**Landlord's Conveyancer:** Lawrence Stephens of 50 Farringdon Road, London EC1M 3HE (Ref: DS/C00038 – 0186).

**Lease:** a lease of **The Saville Theatre, Shaftesbury Avenue, London WC2H 8AH** dated 16 April 1970 and made between Greenhaven Commercial Properties Limited (1), Associated British Properties Limited (2), Electric & Musical Industries Limited (3) and all documents supplemental or collateral to that lease.

**Property:** The Saville Theatre, Shaftesbury Avenue, London WC2H 8AH as more particularly described in and demised by the Lease.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause headings do not affect the interpretation of this Deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) [and that person's personal representatives, successors or permitted assigns].
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.7 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force, taking account of any amendment or re-enactment.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.10 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.11 References to clauses are to the clauses of this Deed.
- 1.12 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease.
- 1.14 The expressions **landlord covenant** and **tenant covenant** each have the meanings given to them by the Landlord and Tenant (Covenants) Act 1995.

## **2. SURRENDER**

### **2.1 In consideration of:**

- (a) £3,500,000 (three million five hundred thousand pounds) (excluding VAT) paid by the Landlord to the Tenant (of which the Tenant acknowledges receipt) and;

(b) the release by the Landlord pursuant to clause 4,

the Tenant surrenders and yields up to the Landlord, with full title guarantee, all its estate, interest and rights in the Property and the Landlord accepts the surrender.

2.2 The residue of the term of years granted by the Lease shall merge and be extinguished in the reversion immediately expectant on the termination of the Lease.

**3. VALUE ADDED TAX**

On the date of this Deed, and subject to the Tenant having provided the Landlord with a valid VAT invoice, the Landlord shall pay the Tenant any VAT properly chargeable on the consideration stated in clause 2.

**4. RELEASE OF THE TENANT**

The Landlord releases the Tenant and its predecessors in title from all the tenant covenants of the Lease and from all liability for any subsisting breach of any of them.

**5. RELEASE OF THE LANDLORD**

The Tenant releases the Landlord and its predecessors in title to the immediate reversion to the Lease from all the landlord covenants of the Lease and from all liability for any subsisting breach of any of them

**6. DOCUMENTS AND HMLR REQUIREMENTS**

6.1 On the date of this Deed, the Tenant shall deliver to the Landlord, or to the Landlord's Conveyancer:

- (i) the Lease (if it is in the Tenant's possession); and
- (ii) the original part of this Deed; and
- (iii) VAT receipt.

**7. LIABILITY**

If the Landlord or the Tenant 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 Deed. 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.

**8. THIRD PARTY RIGHTS**

A person who is not a party to this Deed (other than the successors in title of the Landlord and Tenant) shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

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

**EXECUTED** as a Deed by a Director  
for and on behalf of  
**CAPITALSTART LIMITED**  
in the presence of:

.....  
Signature of Director

Please print name:

Witness Signature:

Witness Name:

Address:

Occupation:

**EXECUTED** as a Deed by a Director  
for and on behalf of  
**ABC CINEMAS LIMITED**  
in the presence of:

.....  
Signature of Director

Please print name:

Witness Signature:

Witness Name:

Address:

Occupation:

## Notice that an Agreement to Surrender a Business Tenancy is to be Made

To: **ABC CINEMAS LIMITED** incorporated and registered in England and Wales with company number 03167622 whose registered office is at 54 Whitcomb Street, London WC2H 7DN

*(Name and address of tenant)*

From: **CAPITALSTART LIMITED** incorporated and registered in England and Wales with company number 03090974) whose registered office is at 66 Chiltern Street, London W1U 4JT

*(Name and address of landlord)*

### IMPORTANT NOTICE FOR TENANT

**Do not commit yourself to any agreement to surrender your lease unless you have read this message carefully and discussed it with a professional adviser.**

Normally, you have the right to renew your lease when it expires. By committing yourself to an agreement to surrender, **you will be giving up this important statutory right.**

- You will **not** be able to continue occupying the premises beyond the date provided for under the agreement for surrender, **unless** the landlord chooses to offer you a further term (in which case you would lose the right to ask the court to determine the new rent). You will need to leave the premises.
- You will be unable to claim compensation for the loss of your premises, unless the lease or agreement for surrender gives you this right.

A qualified surveyor, lawyer or accountant would be able to offer you professional advice on your options.

**You do not have to commit yourself to the agreement to surrender your lease unless you want to.**

If you receive this notice at least 14 days before committing yourself to the agreement to surrender, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the agreement to surrender.

**But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).**

Unless there is a special reason for committing yourself to the agreement to surrender sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to end your lease, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

## Declaration Prior to Agreement to Surrender a Business Tenancy

(name of declarant) 1 MARK MAJOR SANDAS

(address) of 16 Great Queen Street -  
London WC2B 5DQ

declare that -

(name of tenant) 1. ~~I have~~ ABC Cinemas Limited  
(address of premises) has a tenancy of premises at  
The Saville Theatre, Shaftesbury Avenue, London WC2H 8AH

for a term commencing on  
25 March 1970

- (name of landlord) 2. ~~I have~~ The tenant propose(s) to enter into an agreement with  
Capitalstart Limited  
to surrender the tenancy on a date or in circumstances specified in the agreement.
3. The landlord has not less than 14 days before ~~the~~ the tenant enter(s) into the agreement referred to in paragraph 2 above, or (if earlier) become(s) contractually bound to do so, served on ~~me~~ the tenant a notice in the form, or substantially in the form, set out in Schedule 3 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.
4. ~~I have~~ The tenant has read the notice referred to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.

(as appropriate) [5. I am duly authorised by the tenant to make this declaration.]

DECLARED this 5<sup>th</sup> day of December 2012

Signed 

To: **ABC CINEMAS LIMITED** incorporated and registered in England and Wales with company number 03167622 whose registered office is at 54 Whitcomb Street, London WC2H 7DN  
*[Name and address of tenant]*

From: **CAPITALSTART LIMITED** incorporated and registered in England and Wales with company number 03090974) whose registered office is at 66 Chiltern Street, London W1U 4JT  
*[Name and address of landlord]*

### ***IMPORTANT NOTICE FOR TENANT***

**Do not commit yourself to any agreement to surrender your lease unless you have read this message carefully and discussed it with a professional adviser.**

Normally, you have the right to renew your lease when it expires. By committing yourself to an agreement to surrender, **you will be giving up this important statutory right.**

- You will not be able to continue occupying the premises beyond the date provided for under the agreement for surrender, unless the landlord chooses to offer you a further term (in which case you would lose the right to ask the court to determine the new rent). You will need to leave the premises.
- You will be unable to claim compensation for the loss of your premises, unless the lease or agreement for surrender gives you this right.

A qualified surveyor, lawyer or accountant would be able to offer you professional advice on your options.

**You do not have to commit yourself to the agreement to surrender your lease unless you want to.**

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**But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).**

Unless there is a special reason for committing yourself to the agreement to surrender sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to end your lease, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.