

AN AGREEMENT made the

day of

One thousand nine hundred and sixty nine BETWEEN DEANVILLE INVESTMENTS LIMITED (hereinafter called "Deanville") of the one part and JOHN McWILLIAMS of 54a Lancaster Road London W. 11 trading as the Electric Cinema Club (hereinafter called "Electric") of the other part

WHEREAS:-

(A) Deanville owns and operates the Imperial Cinema (hereinafter called "the Cinema") Portobello Road London W. 11

(B) The parties hereto have agreed to the exhibition at the Cinema for a period commencing on the 2nd November 1969 films rented by Electric on the terms hereinafter contained

NOW IT IS HEREBY AGREED as follows:-

1. (a) This Agreement shall commence on the second day of November 1969 and continue until determined as hereinafter provided

(b) For the purpose of this Agreement a week shall commence and end at midnight on Saturday

2. During the currency of this Agreement Deanville shall place the Cinema and Deanville's staff employed therein at the disposal of Electric for the purpose of the exhibiting of films selected and rented by Electric provided that only films passed by the British Board of Film Censors shall be exhibited to members of the public

3. When the gross box office receipts from public performances of any feature film with ancillary programme fall below £550 in any one week either party shall be entitled to serve upon the other not later than 6 p. m. on the Monday following the end of such week

notice determining this Agreement at midnight on the following Saturday PROVIDED that if the parties agree to the exhibiting of a replacement feature film as from the commencement of the following week this Agreement shall continue in force and the terms thereof shall apply with respect to such replacement film

4. Deanville shall be responsible for the management and day to day operation of the Cinema and for all overheads and running costs including (but without prejudice to the generality of the foregoing) remuneration in respect of the same number of hours per week as were worked by them immediately prior to the commencement of this Agreement of its usual staff employed at the Cinema being one full-time manager one full-time assistant manageress one full-time operator one full-time attendant one part-time operator one part-time usherette and one part-time cleaner and for proper operation and maintenance of the Cinema equipment

5. In the event of Electric considering it necessary to employ any staff in addition to the staff employed by Deanville for the hours referred to in Clause 4 hereof Electric shall be responsible for the employment and remuneration of such additional staff

6. At the end of each day's exhibition to the public Electric shall be given a statement of all box office monies received on that day

7. On or before the Sunday of each week during the currency of this Agreement Electric shall pay to Deanville a basic weekly charge of £240

8. (a) The gross box office receipts in respect of each week of the operation of this Agreement (after deduction of advertising expenses

in connection with the exhibition at the Cinema) shall belong as to the first £660 thereof to Electric and the balance (if any) thereof shall be divided as to 75% to Electric and as to 25% to Deanville

(b) The division of box office receipts pursuant to subclause (a) of this Clause shall be made not later than 6 p. m. on the Saturday following the end of the week to which such box office receipts relate

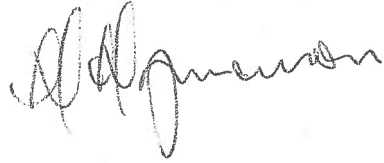
9. It is hereby agreed that Electric may use the Cinema for the exhibition of films to Club members after the end of public performances on any night without any additional payment to Deanville PROVIDED that if on any night Electric shall show to Club members the film being exhibited to the public at the Cinema during that week the box office receipts from such showing shall be added to the box office receipts for the purpose of the division referred to in Clause 8 hereof

AS WITNESS etc.

DATED

1969

DEANVILLE INVESTMENTS LIMITED



-and-



J. McWILLIAMS ESQ.

~~Draft~~

AGREEMENT

Re: Imperial Cinema

Elman Teitelbaum
43 Crawford Street
London W. 1.

2nd October, 1969