

These are the notes referred to on the following official copy

Title Number AV169229

The electronic official copy of the document follows this message.

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Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, you can expand any panel in this form. Simply continue typing until complete, then click on another panel to expand the form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.



SEQ119

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1 Title number(s) out of which the property is transferred:

AV62117, AV169229

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Property:

The Cube Cinema rear of 4/5 King Square, Bristol

The property is identified

☒ on the attached plan and shown:
edged red

☐ on the title plan(s) of the above titles and shown:

4 Date: 31 March 2014

5 Transferor:

Beaver Estates Limited

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:
03269591

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Transferee for entry in the register:

Microplex Holdings Bristol Limited

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:
IP031262

For overseas companies

(a) Territory of incorporation:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 - *Joint property ownership* and Practice Guide 24 - *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

(b) Registered number in the United Kingdom including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

4 Princess Row, Kingsdown, Bristol BS2 8NQ

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):
One Hundred and Eighty Five Thousand Pounds (£185,000.00)
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
- ☐ limited title guarantee
- the parties agree that the covenants set out in Section 3 of the Law Property (Miscellaneous Provisions) Act 1994 will extend only to charges or incumbrances created by the Transferor

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

12 Additional provisions

12.1 Definitions

In this transfer:-

12.1.1 "the Building" means the whole of the property comprised in title number AV62117 known as 4/5 King Square, Bristol

12.1.2 "the First Floor Projection" means that part of the Retained Building which projects over the Ground Floor Area (including the roof, external walls, gutters, down pipes and overflows) shown coloured yellow on the Plan

12.1.3 "the Ground Floor Area" means that part of the Property beneath the First Floor Projection shown coloured green on the Plan

12.1.4 "the Lease" means the lease of the Property dated 18 December 2013 and made between the Transferor (1) and The Cube Cinema Limited (2)

12.1.5 "the Plan" means the plan annexed to this transfer

12.1.6 "the Retained Building" means that part of the Building that is not comprised in this transfer

12.1.7 "the Retained Land" means the Retained Building and the land registered under title number AV169229

12.1.8 "the Access Way" means the strip of land running between the edge of the Property and the public highway at Dove Street South which is shown coloured blue on the Plan or such other land as is designated pursuant to clause 12.9.5

12.1.9 "Service Media" means all media for the supply or removal of electricity, gas, water, sewage, telecommunications and all structures machinery and equipment ancillary to those media that are in existence at the date of this transfer.

12.1.10 "the 1994 Act" means the Law of Property (Miscellaneous Provisions) Act 1994

12.2 Rights granted for the benefit of the property

12.2.1 The Property is transferred together with the following rights but subject to the observance and performance of the covenants or conditions contained in clause 12.2.2:-

(a) the right to pass on foot and with bicycles and wheelchairs (motorised or otherwise) to and from the Property and from and to the public highway at Dove Street South over the Access Way

(b) the right to shelter and protection of the Ground Floor Area from the First Floor Projection and the right of support and protection from those parts of the Retained Building that afford support and protection for the Property to the extent that such support and protection exists at the date of this transfer

(c) the right to use any Service Media within the Retained Land that serve (but do not form part of) the Property

(d) the right to enter any part of the Retained Land that adjoins the Property so far as is necessary to carry out any works of repair to the Property or the Service Media serving the Property

(e) the right to develop any part of the Property subject to the reservations set out in clause 12.3.1(d) below

12.2.2 In exercising the right set out in clause 12.2.1(d) the Transferee shall:-

(a) except in case of emergency give reasonable notice to the Transferor and any occupiers of the Retained Land of its intention to exercise that right

(b) cause as little damage as possible to the Retained Land and to any property belonging to or used by the Transferor or any occupiers of the Retained Land

(c) cause as little inconvenience as possible to the Transferor and the occupiers of any part of the Retained Land as is reasonably practicable; and

(d) promptly make good to the satisfaction of the Transferor any damage caused to the Retained Land or to any property belonging to or used by the Transferor by reason of the Transferee exercising that right.

12.3 *Rights reserved for the benefit of other land*

12.3.1 There are reserved out of the Property for the benefit of each and every part of the Retained Land the following rights but subject to the observance and performance of the covenants or conditions contained in clause 12.3.2:-

(a) the right to the support of the First Floor Projection by the Ground Floor Area and the right of support and protection from those parts of the Property that afford support and protection for the Retained Land to the extent that such support and protection exists at the date of this transfer

(b) the right to use any Service Media at the Property that serve but do not form part of the Retained Land which are in existence at the date of this transfer

(c) the right to enter any part of the Property that adjoins the Retained Land so far as is necessary to carry out works of repair or development to or of the Retained Land or the Service Media serving the Retained Land

(d) the right to uninterrupted and unimpeded access of light and air to the Retained Land

(e) the right to develop any part of the Retained Land

12.3.2 In exercising the right set out in clause 12.3.1(c) the



Transferor shall:-

- (a) except in case of emergency give reasonable notice to the Transferee and any occupiers of the Property of its intention to exercise that right
- (b) cause as little damage as possible to the Property and to any property belonging to or used by the Transferee or any occupiers of the Property
- (c) cause as little inconvenience as possible to the Transferee and the occupiers of any part of the Property as is reasonably practicable; and
- (d) promptly make good to the satisfaction of the Transferee any damage caused to the Property or to any property belonging to or used by the Transferee by reason of the Transferor exercising that right.

12.4 Indemnity covenant

The Transferee covenants with the Transferor that the Transferee will observe and perform the covenants and conditions contained or referred to in the registers of title of title number AV62117 so far as they relate to the Property and insofar as they are subsisting and capable of taking effect and will indemnify the Transferor and its estate against all actions, proceedings, damages, costs, claims and expenses that may be suffered or incurred by the Transferor or its estate in respect of any future breach or non-observance or non-performance of those covenants and conditions

12.5 Restrictive covenants by the Transferee

The Transferee covenants with the Transferor for the benefit of the Retained Land and each and every part of it with the intention of binding the Property and each and every part of it that:-

12.5.1 the Transferee will not permit or cause the Access Way to be obstructed at any time

12.5.2 for the period of 10 years from the date of this transfer it will not use or permit to be used the whole or any part of the Property for any purpose other than as a cinema music venue and/or theatre within Use Class D2 of the Town and Country Planning (Use Classes) Order 1987 and ancillary to that a bar to include the sale of alcohol and any other ancillary or related use.

12.6 Restrictive covenants by the Transferor

The Transferor covenants with the Transferee for the benefit of the Property and each and every part of it with the intention of binding the Retained Land and each and every part of it that the Transferor will not permit or cause the Access Way to be obstructed at any time.

12.7 Positive covenants by the Transferee

The Transferee covenants with the Transferor:-



12.7.1 to maintain and repair the Ground Floor Area including the external walls, foundations and load bearing walls and to keep it in good condition so as to give support and protection to the First Floor Projection

12.7.2 to insure the Property and keep it insured to its full rebuilding value against loss or damage by fire and such other risks as are normally covered by a comprehensive buildings insurance policy including temporary support for the First Floor Projection

12.7.3 if the Ground Floor Area or any part of it is damaged or destroyed by an insured risk to lay out all sums received in respect of the insurance in rebuilding repairing or otherwise reinstating the Property including the Ground Floor Area and to make good any loss of income suffered by the owner of the First Floor Projection as a consequence of any such damage or destruction

12.7.4 not to transfer or grant a lease (for a term of more than 7 years) of the Ground Floor Area or any part of it (with or without the remainder of the Property) except to a person who has first executed a deed expressed to be in favour of the Transferor or his successors in title to the Retained Building by which that person covenants in the terms set out in the deed of covenant contained in the schedule to this transfer and this clause and will not charge the whole or any part of the Ground Floor Area except to a person who covenants with the Transferor that no transfer will be made or lease granted under any power of sale or of leasing arising by virtue of the charge except to a person who has executed a deed in the terms referred to above

12.7.5 to pay to the Transferor on demand the costs properly incurred by him in carrying out any obligation of the Transferee under clause 12.7 of this transfer where the Transferee is in default but the Transferor shall not be entitled to payment unless he has given notice to the Transferee of the obligation and of the work required to comply with it and the Transferee has failed within 28 days of receipt of such notice to comply with his obligations

12.8 *Positive covenants by the Transferor*

The Transferor covenants with the Transferee:-

12.8.1 to maintain and repair the First Floor Projection including the external walls and roof and keep it in good order and condition so as to give shelter and protection to the Ground Floor Area

12.8.2 to repair and make good any damage to the Ground Floor Area caused by ingress of water from the First Floor Projection

12.8.3 to insure the Retained Building and keep it insured to its full rebuilding value against loss or damage by fire and such other risks as are normally covered by a comprehensive buildings insurance policy including temporary shelter and protection for the Ground Floor Area

12.8.4 if the First Floor Projection or any part of it is damaged or

destroyed by an insured risk to lay out all sums received in respect of the insurance in rebuilding repairing or otherwise reinstating the First Floor Projection and to make good any loss of income suffered by the owner of the Ground Floor Area as a consequence of any such damage or destruction

12.8.5 not to transfer or grant a lease (for a term of more than 7 years) of the First Floor Projection or any part of it (with or without the remainder of the Retained Building) except to a person who has first executed a deed expressed to be made in favour of the Transferee or his successors in title to the Property by which that person covenants in the terms set out in the deed of covenant contained in the schedule to this transfer and this clause

12.8.6 to pay to the Transferee on demand the costs properly incurred by him in carrying out any obligation of the Transferor under clause 12.8 of this transfer where the Transferor is in default but the Transferee shall not be entitled to payment unless he has given notice to the Transferor of the obligation and of the work required to comply with it and the Transferor has failed within 28 days of receipt of such notice to comply with his obligations

12.9 Agreements and declarations

It is agreed and declared as follows:-

12.9.1 The Transferee and its successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of the Retained Land for building development or any other purpose save insofar as is specifically granted in this transfer

12.9.2 The Transferee shall not be entitled to the continuance of nor shall it by virtue of this transfer or of the Law of Property Act 1925 Section 62 acquire any easement, right, privilege or advantage over or in respect of the Retained Land save insofar as is specifically granted in this transfer

12.9.3 The covenants set out in section 3 of the 1994 Act will extend only to charges or encumbrances created by the Transferor

12.9.4 All matters recorded at the date of this deed in registers open to public inspection are deemed to be within the actual knowledge of the Transferee for the purposes of section 6(2)(a) of the 1994 Act notwithstanding section 6(3) of the 1994 Act

12.9.5 The Transferor may if it is necessary to do so and only after giving the Transferee not less than six months' prior written notice re-route the Access Way provided that the alternative means of access specified by the Transferor:

- (a) must be no less convenient, visible and accessible than that described in clause 12.1.8;
- (b) must be of equal width to that coloured blue on the Plan;
- (c) must connect the entrance of the Property (at the point marked "x" on the Plan) to the public highway at Dove Street South; and
- (d) shall include the right to erect signage at the point where it

connects with Dove Street South

and the right described in clause 12.2.1(a) shall then apply to the re-routed Access Way provided that the entry point on to the Access Way shall always be on/from Dove Street South.

12.9.6 The first floor joists supporting the floor of the First Floor Projection the external walls above such level and the roof above the First Floor Projection are part of the Retained Building

12.9.7 The ceiling of the Ground Floor Area attached to the first floor joists the external walls below such level and the foundations beneath the Ground Floor Area are part of the Property

12.9.8 Except for the First Floor Projection and the Ground Floor Area the division between the Retained Building and the Property is vertical and the roofs and foundations above and beneath each property are owned accordingly

12.9.9 The Transferor hereby applies to the registrar for entry of a restriction on the register of the title to the Property in the form set out below:-

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.7.4 of the transfer dated [] and made between Beaver Estates Limited (1) and Microplex Holdings Bristol Limited (2) have been complied with"

12.9.10 The Transferee hereby applies to the registrar for entry of a restriction on the register of title number AV62117 in the form set out below:-

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 12.8.5 of the transfer dated [] and made between Beaver Estates Limited (1) and Microplex Holdings Bristol Limited (2) have been complied with"

SCHEDULE Deed of covenant

THIS DEED OF COVENANT is made the day of
BETWEEN:

(1) *(name of owner of property not being transferred)* [of
(address) (or as appropriate) the registered office of which
is at *(address)*] [Company Registration no ...] ('the Owner')
and

(2) (name of buyer of property being transferred) [of (address) (or as appropriate) the registered office of which is at (address)] [Company Registration no ...] ('the Transferee')

NOW THIS DEED WITNESSES as follows:

1 Definitions and interpretation

- 1.1** In this deed, unless the context otherwise requires:
- 1.2** 'the Transfer' means a deed of transfer dated *(insert date)* affecting the First Floor Projection and the Ground Floor Area;
- 1.3** 'the First Floor Projection' means that part of the land comprised in title number AV62117 as is defined as such in the Transfer;
- 1.4** 'the Ground Floor Area' means that part of the land comprised in title number *(insert title number)* as is defined as such in the Transfer;
- 1.5** the expressions 'the Transferee' and 'the Owner' include their respective successors in title;
- 1.6** where any party comprises two or more persons the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons;
- 1.7** words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa; and
- 1.8** the clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation.

2 Recitals

- 2.1** This deed is supplemental to the Transfer, which granted easements for the benefit of each of the First Floor Projection and Ground Floor Area with positive covenants in support.
- 2.2** By a transfer dated the same day as this deed but executed immediately before it the [First Floor Projection (or as appropriate) Ground Floor Area] was transferred by

(name of seller) to the Transferee.

- 2.3** This deed is executed in pursuance of clause [12.7 *(or as appropriate)* 12.8] of the Transfer.

3 Transferee's covenants

The Transferee covenants with the Owner that he will:

Observe and perform the covenants contained in clause [12.7 *(or as appropriate)* 12.8] and the agreement set out in clause 12.9.9 of the Transfer;

- 3.1** not transfer or grant a lease (for a term of more than 7 years) of any part of the [First Floor Projection *(or as appropriate)* Ground Floor Area] except to a person who has first executed a deed expressed to be made in favour of the Owner or his successors in title to the [Ground Floor Area *(or as appropriate)* First Floor Projection] by which that person covenants in the terms set out in clause [12.7 *(or as appropriate)* 12.8] of the Transfer and will not charge the whole or any part of the [First Floor Projection *(or as appropriate)* Ground Floor Area] except to a person who covenants with the Owner that no transfer will be made or lease (for a term of more than 7 years) granted under any power of sale or of leasing arising by virtue of the charge except to a person who has executed a deed in the terms referred to above;

- 3.2** include in any contract for the sale of the [First Floor Projection *(or as appropriate)* Ground Floor Area] a condition precedent to performance of the contract that the intending buyer shall enter into a deed of covenant with the Owner in the terms of this deed and that the intending buyer shall bear all costs of and incidental to the preparation and execution of the deed including any stamp duty land tax payable on it.

4 Release

- 4.1** In consideration of the covenants in clause 3, the Owner releases *(name of seller of property being transferred)* from all of the obligations on the part of the [First Floor Projection *(or as appropriate)* Ground Floor Area] Owner under the Transfer [*(where the transferor has entered into a deed of covenant in this form)*] and the deed of covenant dated *(insert date)* made between *(details of parties)*].

IN WITNESS etc.

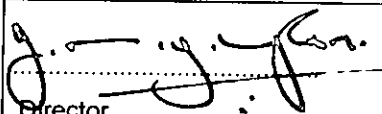
(signatures (or
common seals) of all
parties)
(signatures of
witnesses)

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

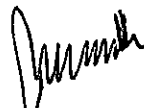
If there is more than one transferee and panel 11 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 - *Joint property ownership* and Practice Guide 24 - *Private trusts of land* for further guidance.

13 Execution

Signed as a deed by
BEAVER ESTATES LIMITED
acting by a director, in the
presence of:-


Director

Witness Signature:



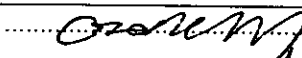
Witness name:

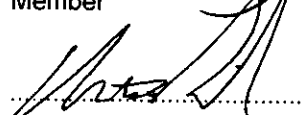
J H H MILLS

Witness address

28 Imperial Sq
Cheltenham

Executed as a deed by
MICROPLEX HOLDINGS
BRISTOL
LIMITED acting by:-


Member


Member/secretary

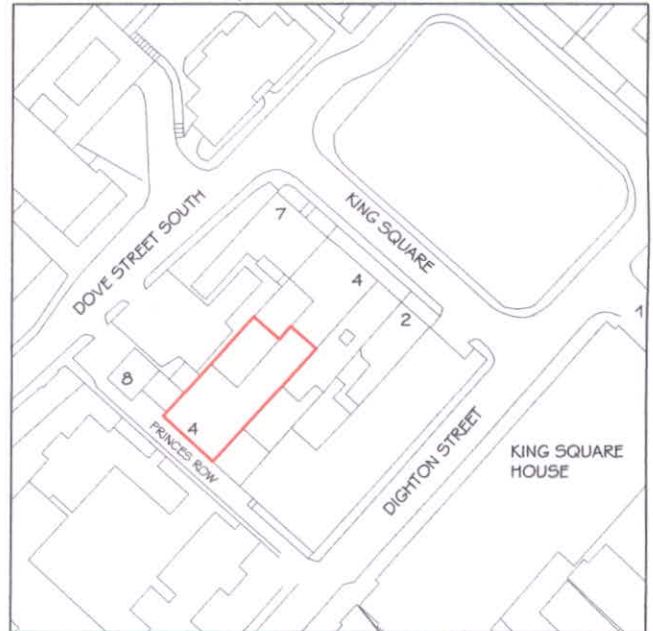
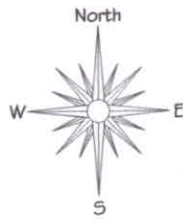
WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

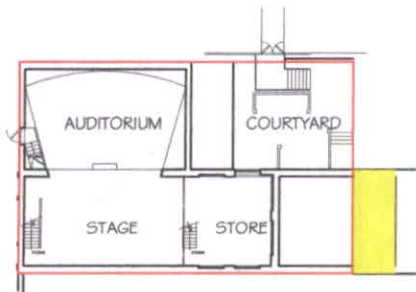
Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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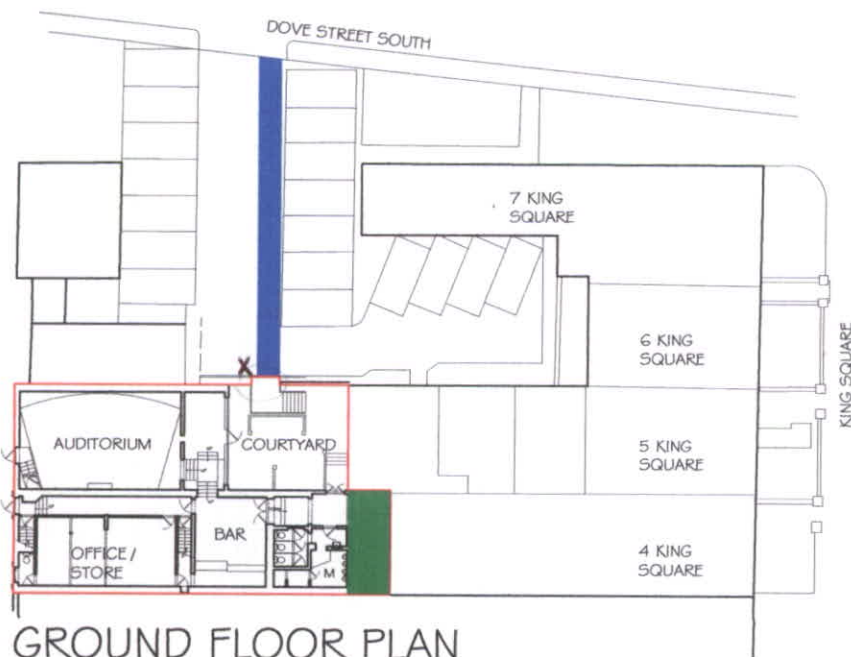


SITE LOCATION PLAN

Scale = 1/1250



FIRST FLOOR PLAN



GROUND FLOOR PLAN

THE CUBE MICROPLEX King Square Bristol

Rev. B Colours added to plan
Rev. A First floor amended

job no. 3408/01 B	scale 1:500 @ A4	A R REED SURVEYING SERVICES LTD. 5 POTTERY FARM CLOSE, Bristol. BS13 0LZ Mob: 07712 867 000. email: alan@reedsurveying.co.uk
drawing no. 02	revision	
drawn A R Reed	date June 2013	

A R REED