

Our Ref: Lion King 20th Anniversary Promotion at Kings Cross Underground

19 August 2019

Becky Slater
Shine Creative Solutions
357 Archway Road
Highgate
London
N6 4EJ

Dear Becky

Transport Trading Limited (“the Authority”) and Shine Creative Solutions (“the Agency”) (together “the Parties”) agree to the Authority’s grant of the Benefits in return for the Agency’s payment to the Authority of the Promotion Costs and compliance with the Conditions on behalf of Disney UK Ltd (“the Client”) relating to The Lion King 20th Anniversary Promotion at Kings Cross underground station as set out in the commercial terms out below and general terms appended (“the Agreement”).

Please sign and return the enclosed copy letter to indicate your agreement.

COMMERCIAL TERMS

1. **Benefits** means the following rights for the period from 7am Monday 14 October to 7pm on Friday 18 October
 - a. Right to produce a Lion King themed Underground with Lion King Logo being used to replace the roundel to indicate interchange station and show/theatre information. The maps will be subject to TfL approval and will be distributed exclusively at Kings Cross underground station during the period of the promotion (14th Oct to 18th Oct)
 - b. Right to distribute Lion King branded travel wallets from the allocated experiential area (see schedule 1) in Kings Cross 2 Lion King brand ambassadors (at locations agreed with the station manager)
 - c. Right to exhibit Lion King Artwork, props and costumes in the allocated experiential space. Disney will be responsible for the security of this exhibition and fire compliance.
 - d. Right to film the Lion King exhibition activity in the station and use for press/ PR purposes
 - e. Right to branded vinyling in the below listed locations from schedule 2. Artwork will require TfL approval. Installation and removal will be managed and funded by Shine Creative Solutions using TfL approved supplier.
 - i. Item B
 - ii. Item C
 - iii. Item E
 - iv. Item H
 - v. Item M
2. **Benefits** means the following rights for the period of Friday 18 October between 7am and 7pm

Weds - to Fr

- a. Rights to modify the wording from Underground to Lion King's Cross (or The Lion King's Cross) in Item A (only) for the period 7am to 7pm
- b. Right to have themed PA safety announcements throughout the station. The approved script will be recorded and sent to TfL in .WAV format. Scripts must be approved by the authority. The messages will be played at a frequency or 15 minute intervals (urgent operational or safety messages may take priority in certain circumstances)
- c. Right to have a themed message on the station Whiteboard. The copy must be approved by the Authority and the station manager (urgent operational or safety messages may take priority in certain circumstances)
- d. Right to programme performances from the show in the ticket hall throughout the day (schedule and locations to be agreed with the station manager)
- e. Right to PR and social media support on the day
- f. Right to an area in the station for performers on the day to be agreed with the station manager - *to be agreed*

3. **Promotion Costs** means £105,000 plus VAT on receipt of the invoice published
- 1) £52,500 on contract signature (19 August 2019)
 - 2) £52,500 18 October 2019.

Payment is due within 60 days. For the avoidance of doubt time shall be of the essence for the payment of Promotion Costs.

5. **Promotion Period** means the period commencing on Monday 14 October until Friday 18 September (7am to 7pm each day)

6. **Project** means **Lion King 20th Anniversary Promotion at Kings Cross Underground**

SIGNED FOR AND BEHALF OF THE PARTIES



Julie Dixon
Head of Information, Design and Partnerships
Transport for London
Duly authorised signatory for the Authority



Becky Slater
Managing Director
Shine Creative Solutions
Duly authorised signatory for the Sponsor Shine Creative Solutions

APPENDIX 1- GENERAL TERMS

1. The Sponsor shall pay the Sponsorship Costs in the manner and on the dates required by this Agreement.
2. In the event that the Sponsor fails to pay any fee or cost or meet any other obligation in accordance with this Agreement, the Authority may without prejudice to its other rights under this Agreement elect to withdraw the relevant element of the Benefits, offer an alternative or reduced Benefit(s) or deliver the Benefit(s) notwithstanding such late payment but recover the relevant sum(s) later.
3. No change to any of the Benefits shall entitle the Sponsor to reduce or refuse payment provided that, taken as a whole (including any additional or new facilities or benefits offered by the Authority), the package of benefits offered is not materially of less quality or extent than was determined as at the date of signing.
4. The Authority shall acknowledge the Sponsor's participation in the Project by incorporating the Sponsor's name and/or the Sponsor Logo on the literature, programmes, advertisements and posters if and to the extent as set out in the Commercial Terms. The Authority shall have the sole right of approving all such literature and materials.
5. The Authority may terminate this Agreement at any time if: (a) the Sponsor goes into liquidation, receivership, administrative receivership, administration, becomes insolvent or ceases trading or a petition is presented for its winding-up or bankruptcy; (b) the Sponsor demonstrates or declares, whether by words or its actions, that it shall not be paying the Sponsorship Costs and/or adhering to this Agreement; or (c) circumstances arise from which there is a risk of damage to the Authority by reason of the conduct of, or adverse publicity about the Sponsor, by giving the Sponsor notice in writing to bring the Agreement to an end immediately, and in such circumstances the Authority shall be entitled to retain fees already paid provided always that upon the application of paragraph 5(c), the Sponsor's liability for costs arising subsequently shall cease, save that the Authority's other rights for any breach shall survive termination.
6. The Sponsor shall remain liable for the Sponsorship Costs in full in the event that it determines it no longer wishes to be associated with the Project; the Authority gives notice of termination to the Sponsor in the case of the Sponsor's breach of this Agreement; or liquidation, receivership, administrative receivership, administration, becoming insolvent, cessation of trading or a the presentation of a petition for its winding-up or bankruptcy.
7. Either Party may give notice to terminate this Agreement in the event that the other: (a) breaches this Agreement and fails to remedy such breach within 14 days of notice given by the Party not in breach to the other; or (b) breaches this Agreement where such breach is not capable of remedy;
8. The Authority accepts no responsibility for any change to the Project or for any reason beyond the Authority's reasonable control, including without limitation, act of God, fire, national or local disaster. The Sponsor shall indemnify the Authority in

respect of all claims, damages, costs (including (without limitation) legal costs) howsoever and whensoever arising (including, without limitation, claims, damages and costs in respect of death, personal injury or damage to property (and consequential loss)) resulting from any breach of this Agreement, negligence, or breach of statutory or other duty by the Sponsor or any person acting on its behalf.

9. The Sponsor hereby grants to the Authority a non-exclusive, non-transferable and royalty free licence to use the Sponsor Logo in relation to the Project. Such licence shall terminate upon expiry or earlier termination provided always that the Sponsor acknowledges and agrees that: (a) following expiry or earlier termination by the Authority, the Authority shall be entitled to continue to use the Sponsor Logo in its reporting of outcomes of the Project, general historical reporting of the Project and for archive purposes; and (b) following any earlier termination by the Sponsor the Authority shall be entitled to a reasonable period within which to remove the Sponsor Logo from Project related materials such period to be no less than two (2) calendar months.
10. Neither Party shall do anything to impair the rights of the other Party in its trademarks or other intellectual property and neither Party shall represent that it has any right to (or to use) such trademarks except as expressly permitted under this Agreement. All rights in and to the Project, its name, get-up, logos, goodwill and reputation, and any related intellectual property rights, shall remain owned by the Authority, save for any intellectual property rights existing in the Sponsor Logo. Neither Party shall do or permit any act within its control which may be derogatory to the other Party, its products or services, its brands or trade or service marks or is likely in any way to damage or impair the high standing or reputation of that Party. Subject to Clause 10, in the event of termination, all rights of one Party to use the other Party's trademarks or other intellectual property ends immediately.
11. The Sponsor shall indemnify and hold harmless the Authority against any claims, damages, costs (including (without limitation) legal costs), expenses, loss or damage incurred by Authority as a result of a claim or allegation that any promotional or other material infringes, by reason of incorporating any of the Sponsor's marks or any content (such as text, graphics or photography) supplied by the Sponsor infringes the intellectual property rights of a third party.
12. The Sponsor undertakes to maintain in strictest confidence and not to disclose to any third party without the prior written consent of the Authority any trade or business secret or other information by its nature or expressed to be confidential supplied by the Authority to the Sponsor. The Sponsor gives its consent for the Authority to publish this Agreement and ancillary information/documentation.
13. The Sponsor shall not, and shall procure that it shall not pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority nor favour employees, officers or agents of the Authority with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Authority without the Authority's written approval.
14. Any notice, demand or communication required to be given in connection with this Agreement will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office or any other address (including a facsimile number) notified to the other Party in writing in accordance with this paragraph as an address to which notices, invoices

and other documents may be sent. The notice, demand or communication will be deemed to have been duly served if delivered by (a) hand, at the time of delivery; or (b) post, 2 business days after being posted or in the case of airmail 14 business days after being posted.

15. The Agreement is personal to the Sponsor who may not assign nor otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Authority.
16. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason the validity of the remaining provisions shall not be affected.
17. No waiver of any provision of this Agreement shall be effective unless expressly stated to be waived and communicated in writing to the other Party.
18. Nothing in this Agreement shall constitute or be deemed to constitute any partnership or agency arrangement between the Parties.
19. Save that any subsidiary (as defined in section 1159 of the Companies Act 2006) of the Authority has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of this Agreement shall be enforceable by virtue of the Third Party Act by any person not a party to it provided always that the Parties are entitled to vary or rescind this Agreement without the consent of any other person including such Authority subsidiaries.
20. Any variation to this Agreement agreed by the Parties shall be recorded in writing.
21. The laws of England govern this Agreement and the Parties shall submit to the exclusive jurisdiction of the English courts.

Disney **THE LION KING**

King's Cross Station 20th Anniversary Presence



DEWYNTERS

Main Ticket Hall Entrance

Item A & B - Roundel



Yes

1 x Name Bar

- 2000mm x 600mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £100.50
Total Price: £100.50

4 x Corners

- 750mm x 750mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £54.06
Total Price: £216.24

Can just change the bar - to

The Lion Kings Cross
Lion Kings Cross

- Can't change any other aspect.

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Disney
THE LION KING



Main Ticket Hall Entrance

LEP Takeover (Exterior)



We will option these via DW

Mon 07 – Sun 20 Oct
30 panels (15 panels each side)
Media cost: **£7,903.20**

purchased from global

Main Ticket Hall

Item C - Empty overheads

Yes



1 x Empty overheads

- 4000mm x 4000mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £178.50

Total Price: £178.50

- fine but can't use
wording Lion King's cost a
asking similar.
as not bought a station remove.

Main Ticket Hall

**Item D - X2 Columns wraps
Central & far left corner**



**Yes – character photos on
yellow background – do we
need to retain the blue lines?**

2 x Column Wraps

- 3500mm x 4000mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £932.76

Total Price: £1,865.52

*bought through Global
as is creative solution
Spec.*

Exhibition Surrounding Area – approach from main ticket hall

Item E - Back of hording wall



Yes – Exhibition direction arrow, character pics

1 x Back of Hording Wall

- 3000mm x 3000mm x 1.2mm Ali Panel
- S12 Digital Print Applied to face
- Gloss over laminate

Unit Price: £731.67

Total Price: £731.67

Yes this is fine.

Exhibition Surrounding Area – approach from main ticket hall

Item F - Wall space opposite exhibition area



1 x Wall Space Opposite Exhibition

- 5900mm x 3400mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £1,365.13

Total Price: £1,365.13

~~Yes~~

no.

bagged through Exhibition Global
as is creative solution space.

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THE LION KING



Exhibition Surrounding Area – approach from main ticket hall

**6 sheet & spotlight
(Exterior)**



Mon 07 – Sun 20 Oct
1 x 6 sheet & 1 x Square
Media cost: **£1,302.07**

**Yes – We will option these via
DW**

*bagur
gobal.*

Exhibition Space

Item G - Back of exhibition glass panels x6



No – Exhibition will have a rear wall which will be branded both sides, so partially visible from escalators

6 x Back of Exhibition Glass Panel

SINGLE SIDED PRINT ONLY

One Set of Glass Comprises of:

- 1500mm x 670mm Digital Print
- 1500mm x 1060mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £191.18

Total Price: £1,147.08



no

Exhibition Space

Item H - Back wall next to Lola's Cupcakes

Yes - Photo backdrop



1 x Back Wall Next to Lola's Cupcakes

- 3700mm x 3000mm x 1.2mm Ali Panel
- S12 Digital Print Applied to face
- Gloss over laminate

Unit Price: £926.50

Total Price: £926.50

yes fine

Walkway from exhibition to main ticket hall 2

Item I - Section A: X6 Panels (x3 each side)

No



6 x Wall Panels

- 12,000mm x 2,500mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £1,972.50

Total Price: £11,835.00

N/A

Walkway from exhibition to main ticket hall 2

Item J - Section B: X2 Panels (x1 each side)

No



2 x Wall Panels

- 12,000mm x 2,500mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £1,972.50

Total Price: £3,945

WPA

Ticket Hall 2

Item K - Queue barriers



Yes - logo and title alternating on each panel

36 x Queue Barriers - Double Sided

- 700mm x 1300mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £81.65

Total Price: £2,939.40

copy

Polychrome

approved by customers

1/10 - 1/11/13

Ticket Hall 2

Item L - Signage above stairs



Yes

1 x Signage Above Stairs

- 20,000mm x 1,000mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £1,322.50

Total Price: £1,322.50

*is
solution
Step
creative*

join

*part
of
wood*

Ticket Hall 2

Item M - Individual steps



Yes - logo

56 x Individual Steps

- 2000mm x 100mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £35.50

Total Price: £1,988.00

Order to be approved by the client

Walkway from ticket hall 2 to ticket hall 3

Item N - X4 Panels (x2 each side)



No

4 x Wall Panels

- 4000mm x 1200mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £334.50

Total Price: £1,338.00

2/1/18

Ticket Hall 3 (Eurostar exit)

**Item O - Glass panels
X31 LHS/ x27 RSH
(recommend using every other one)**



**Yes – mix of logo and
character pics**

28 x Glass Panels – Spaced Every Other One

- 2300mm x 1500mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £246.75

Total Price: £6,909.00

happy

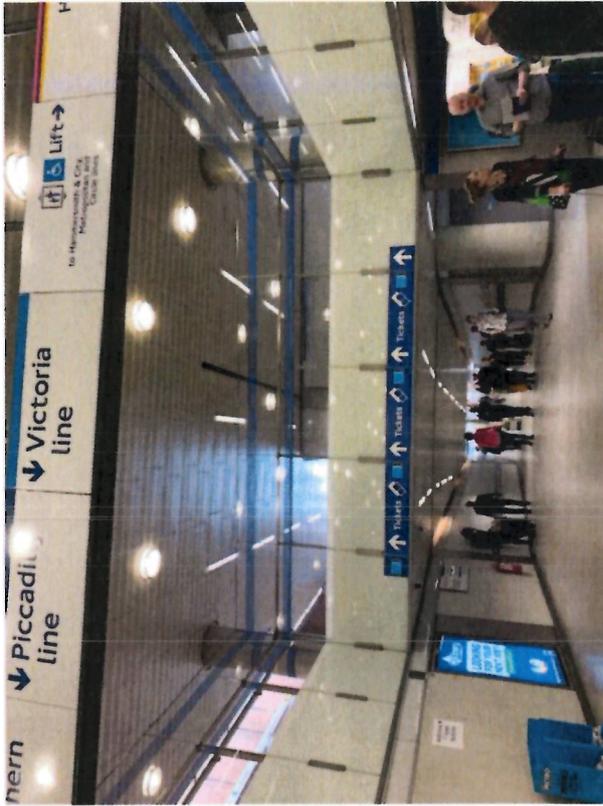
unit

board

Ticket Hall 3 (Eurostar exit)

Item P - Glass panels opposite stairs from ES x5 (recommend using middle 3)

Yes



3 x Glass Panels – Middle three

- 2300mm x 1500mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £246.75

Total Price: £740.25

steps

unit

total

Ticket Hall 3 (Eurostar exit)

Item Q - x2 portrait glass panels above lift



Yes - logo

2 x Portrait Glass Panels Above Lift

- 5000mm x 2700mm Digital Print
- S12 Material
- Gloss over laminate

Unit Price: £900.00

Total Price: £1,800.00

bevin
Room - 21
Season - 1
solu trans space
Disney Creative

Other Costs Involved - Surveys

Item R

2 x Survey

- Attend site and carry out survey during Engineering Hours
- Project Manager to Attend site survey on first night

Notes:

- FORS Accredited Vehicle
- Sentinel Approved Operatives
- PASMA Certified
- SSSTS Certified

Unit Price: £2,167.20

Total Price: £4,334.40

Other Costs Involved – Drawing Pack

Item S

1 x Survey Drawing Pack – Large Pack

- Draw up site survey for presentation to client
- Detail overall area available
- Suggest any panel splits that may be required
- Note down any potential issues seen

Notes:

- Issue as PDF to client
- Ensure any drawing revisions are captured on the front page
- Project Manager sign off required before issuing to client

Unit Price: £738.00

Total Price: £738.00



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Other Costs Involved - Installation

Item T

1 x Installation

- Attend site and carry out installation during Engineering Hours
- Project Manager to be on site for the night install
- All vinyls to be installed in 1 night Shift

Notes:

- FORS Accredited Vehicle
- Sentinel Approved Operatives
- PASMA Certified
- SSSTS Certified

Unit Price: £10,491.20

Total Price: £10,491.20

Other Costs Involved - Removal

Item U

1 x Removal

- Attend site and carry out removal during Engineering Hours
- Project Manager to be on site for the night removal
- All vinyls to be removed in 1 night Shift

Notes:

- FORS Accredited Vehicle
- Sentinel Approved Operatives
- PASMA Certified
- SSSTS Certified

Unit Price: £9,424.00

Total Price: £9,424.00

Other Costs Involved – Project Management

Item V

1 x Project Management

- Allowance to attend site meeting
- Project Manage
- Produce RAMS

Unit Price: £2,250.00

Total Price: £2,250.00