

DATED 12 August 2013

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) E20 STADIUM LLP

PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to the Olympic Stadium located within the Queen Elizabeth Olympic Park



Pinsent Masons

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THIS AGREEMENT is made on 12 August 2013

BETWEEN:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**"); and
- (3) **E20 STADIUM LLP** (a Limited Liability Partnership incorporated in England and Wales with registered number OC376732) whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**Developer**").

RECITALS

WHEREAS:

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer has an equitable interest in the Site by virtue of an agreement dated 22 March 2013 made between (1) the London Legacy Development Corporation and (2) the Developer pursuant to which the Developer has the ability to require a drawdown of leases of the Site.
- (C) The Planning Application was submitted to the LPA on 19 July 2012 and amendments to the Planning Application were submitted in March 2013.
- (D) On 28 May 2013 the LPA resolved to grant the Planning Permission subject to the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

OPERATIVE PROVISIONS:

1. INTERPRETATION

1.1 In this Agreement (which shall include the Recitals, Schedules and Appendices hereto) the following words and expressions have the following meanings:

"1990 Act"	Town and Country Planning Act 1990;
"Agreement"	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
"Alternative Event"	any event (either pitch sports, including athletics or non-pitch sports) which is not a Resident Football Team match nor a music concert or other cultural or leisure event;
"Anticipated Commencement Date"	the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced;

"Approve"

a decision by the LPA to approve a Submitted Document pursuant to any of the following:

1. Clause 9 (approval of a Submitted Document as submitted);
2. Clause 10.2.2 (approval of a Submitted Document incorporating the Report Amendments);
3. Clause 10.3.3 (approval of a Submitted Document following a meeting to discuss the Report Amendments);
4. Clause 10.4.3 (approval following a meeting to discuss a Submitted Document following non-determination by the LPA);
5. Clause 11 (approval of a Submitted Document following a decision of the Expert)

and **"Approval"** and cognate expressions shall be construed accordingly;

"Commencement"

the carrying out of a material operation as defined in section 56(4) of the 1990 Act and **"Commenced"** shall be construed accordingly **PROVIDED THAT** the following shall not constitute a material operation for the purposes of this definition:

1. works to remove the existing seating at the Stadium;
2. works to remove the existing field of play at the Stadium;
3. works to remove the existing roof of the Stadium; and
4. other deconstruction and decommissioning works (as may be agreed with the LPA);

"Completed"

completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development;

"Comply"

implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and **"Compliance"** shall be construed accordingly;

"Consent"

any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;

"Development"	the development of the Olympic Stadium Island and all other operations and/or works authorised by the Planning Permission;
"Dispute"	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
"Event"	any of the following: <ol style="list-style-type: none"> 1. a Resident Football Team football match with a capacity of up to 54,000 spectators; 2. an Alternative Event with a capacity of up to 60,000 spectators or a Resident Football Team match with a capacity of more than 54,000 spectators; 3. a music concert or other cultural or leisure event with a capacity of up to 80,000 spectators; 4. a World Championship Athletics Event with a capacity of up to 59,000 spectators;
"Event Day"	any day during which the Stadium is used to hold an Event;
"Expert"	an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute;
"Legal Interest"	any freehold or leasehold interest in the Site;
"LPA Response Date"	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ol style="list-style-type: none"> 1. the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or 2. the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document;
"Non-Event Day"	a day when the Stadium is not being used to hold an Event;
"Off Site"	on land outside the Site;
"Olympic Stadium Island"	the whole of the land to which the Planning Permission relates, as the same is shown edged red on the plan attached at Appendix 4

"On Site"	on land within the Site;
"Parties"	the parties to this Agreement and the word "Party" shall mean either one of them;
"Planning Application"	the application for planning permission submitted to the LPA and given reference number 12/00066/FUM by the LPA;
"Planning Permission"	the planning permission which may be granted subject to conditions for the proposals within the Planning Application, a draft of which is contained in Appendix 2;
"Public Use"	<p>admittance of the public to the Development SAVE THAT:</p> <ol style="list-style-type: none"> 1. use of the Development for the hosting of any Rugby World Cup 2015 rugby matches and the hosting of any ancillary events forming part of the Rugby World Cup 2015 programme; and 2. use of the Development for the hosting of any test events between 1 August 2015 and 31 October 2015 SUBJECT TO such events having been agreed in writing between the LPA and the Developer before they are held <p>shall not constitute public use for the purposes of this definition only;</p>
"Reasonable Endeavours"	that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);
"Refusal Notice"	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve and enclosing the Report Amendments;
"Report Amendments"	those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document together with brief reasons why it requires those amendments to be made to enable it to Approve such Submitted Document;
"Requisite Consents"	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;

"Resident Football Team"	the football team(s) whose home ground is the Stadium;
"Re-Open"	means re-opening of the Development for Public Use after the Development has been Completed and "Re-Opened" and similar expressions shall be construed accordingly;
"Re-Opening Date"	the date the Development Re-Opens;
"Rugby World Cup 2015"	the international sporting event known as the Rugby World Cup to be hosted by England in September and October 2015;
"Site"	part of the Olympic Stadium Island as the same is shown edged red on the plan contained in Appendix 5;
"Stadium"	the Olympic Stadium which is located on the Olympic Stadium Island;
"Submitted Document"	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement;
"Supplemental Section 106 Agreement"	a supplemental section 106 agreement to be entered into pursuant to the provisions of Clause 4.1.3 of this Agreement and to be in the form or substantially in the form of the draft contained hereto at Appendix 3 and in accordance with all necessary enabling powers;
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site;
"Working Day"	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive; and
"World Championship Athletics Event"	the event known as the World Championship in Athletics organised by the International Association of Athletics Federations.

1.2 In this Agreement:

1.2.1 unless otherwise indicated reference to any:

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of an Appendix to this Agreement;

- (e) table is to a table of an Appendix to this Agreement;
 - (f) Recital is to a Recital to this Agreement; and
 - (g) plan, is to a plan annexed to this Agreement as an Appendix;
- 1.2.2 references to any statute or statutory provision include references to:
- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
 - (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 2.5 and 2.6 references to the Developer include:
- (a) at the date of this Agreement, E20 Stadium LLP;
 - (b) persons deriving title from the Developer; and
 - (c) the Developer's successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 "including" means "including without limitation";
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon

written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.

- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

- 1.7 Where in this Agreement reference is made to "meeting the needs of the Development" (or cognate or similar expressions are used), the expression shall be interpreted pursuant to the three tests set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Site and, subject to Clauses 2.5 and 2.6, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person

claiming through or under the Developer an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.

- 2.4 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.7 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Newham or its respective statutory successor in function.
- 2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.
- 2.9 Other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

3. **CONDITIONALITY**

Save where expressly provided to the contrary this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

4. **THE DEVELOPER'S COVENANTS WITH THE LPA**

- 4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:
- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;
- 4.1.2 not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
- 4.1.3 prior to 1 January 2014 and provided that the Developer is at that date the proprietor of a Legal Interest in the Site it shall unconditionally deliver the Supplemental Section 106 Agreement for the purposes of confirming that the

relevant obligations, covenants and undertakings in this Agreement shall be binding on the Developer's Legal Interest in the Site;

- 4.1.4 not Re-Open the Development unless and until it has unconditionally delivered the Supplemental Section 106 Agreement;
 - 4.1.5 notify the LPA of the Anticipated Commencement Date not less than five Working Days prior to the actual Commencement of Development;
 - 4.1.6 notify the LPA at least three months prior to the anticipated Re-Opening Date;
 - 4.1.7 notify the LPA of the actual Re-Opening Date within five Working Days of that date;
 - 4.1.8 notify the LPA at least three months prior to the date that the Development is anticipated to be used to hold the first Event Day and Non-Event Day respectively;
 - 4.1.9 notify the LPA of the date on which the first Event Day and Non-Event Day take place within five Working Days of each day respectively.
- 4.2 The Parties agree to enter into such deeds as contemplated by Clause 4.1.3 as soon as reasonably practicable and as shall be necessary to give effect to that Clause and Clause 4.1.4.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clause 5.3 the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies
- 5.4 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.3 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

- 6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:
 - 6.1.1 if delivered by hand, the next Working Day after the day of delivery; and

6.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Director of Planning Policy and Decisions (For the Attention of: Vivienne Ramsey)
London Legacy Development Corporation – Planning Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

with a copy to:

Head of Development Management (For the Attention of: Anthony Hollingsworth)
London Legacy Development Corporation – Planning Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

Developer:

Stadium Project Sponsor (For the Attention of: Greg Smith)
E20 Stadium LLP
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

6.3 Any notice or other written communication to be given by the LPA shall be deemed valid and effectual if on its face it is signed on behalf of the LPA by an officer or duly authorised signatory.

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a notification to such effect.

7.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon

pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. **APPROVAL**

9.1 The LPA shall confirm whether or not it Approves a Submitted Document within:

9.1.1 30 (thirty) Working Days of receipt of the Submitted Document from the Developer, or

9.1.2 where the LPA decides that it needs to report the Submitted Document to its planning committee, 50 (fifty) Working Days of receipt of the Submitted Document

PROVIDED THAT where paragraph 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Submitted Document from the Developer and **FURTHER PROVIDED THAT** in the event the LPA confirms that it does not Approve the Submitted Document the LPA shall issue a Refusal Notice and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or 50 (fifty) Working Days (as applicable) the provisions of Clause 10.4 shall apply.

10. **REFUSAL NOTICE**

10.1 Not more than five Working Days from receipt of the Refusal Notice the Developer shall confirm to the LPA whether it accepts the Report Amendments.

10.2 In the event the Developer confirms that it does accept the Report Amendments the following provisions shall apply:

10.2.1 within 10 (ten) Working Days of the LPA's receipt of such confirmation the Developer shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;

10.2.2 the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document;

10.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 11.

10.3 In the event the Developer confirms that it does not accept the Report Amendments the following provisions apply:

10.3.1 not more than 10 (ten) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;

10.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 11 shall apply;

10.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the

Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.

- 10.4 In the event the LPA does not Approve the Submitted Document or issue a Refusal Notice within the time period specified in Clause 9 the following provisions shall apply:
- 10.4.1 not more than five Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;
 - 10.4.2 in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 11 shall apply;
 - 10.4.3 in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:
 - (a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply; or
 - (b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.5 The LPA and the Developer may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.
11. **DISPUTE RESOLUTION**
- 11.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.
- 11.2 The Notice must specify:
- 11.2.1 the nature, basis and brief description of the Dispute;
 - 11.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
 - 11.2.3 the proposed Expert.
- 11.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 11.7 provides otherwise) to nominate the Expert at their joint expense.
- 11.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose

cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

- 11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 11.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 11.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- 11.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
- 11.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 11.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 11.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 11.7.5 in all other cases, the President of the Law Society to nominate the Expert.

12. **NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

13. **DUTY TO ACT REASONABLY AND IN GOOD FAITH**

The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Agreement.

14. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

15. **JURISDICTION AND LEGAL EFFECT**

- 15.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

15.2 The provisions of this Agreement (other than this Clause 15.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

16. **EXECUTION**

The Parties have executed this Agreement as a deed and it is delivered on the date set out at the front of this Agreement.

SCHEDULE 1

TRANSPORT

DEFINITIONS

- "Buffer Zone"** means an additional area extending to 500 metres from the boundary of the Car Park Monitoring Area;
- "Car Park Agreements"** means legal agreements or other appropriately secured arrangements which have the aim of limiting visitors and/or employees of the Stadium from using the relevant car park in order to assist in achieving the Event Day Modal Split Targets and such agreements or arrangements may (without limitation) include the following terms:
1. provision for increased parking charges to apply to persons using the relevant car park in order to visit or work at the Stadium during Event Days; and/or
 2. provisions for an automatic cost escalator to apply to the charges levied on those using the relevant car park in order to visit or work at the Stadium if any Full Event Day Travel Plan (Football Season) Monitoring Report or Full Event Day Travel Plan (Non-Football Season) Monitoring Report shows that the Event Day Modal Split Targets have not been achieved and this is reasonably attributable (either wholly or in part) to parking at the relevant car park;
- "Car Park Monitoring Area"** means an area the extent of which shall initially consist of the Proposed Event Day Stadium CPZ Area and which shall be reviewed and altered as necessary as part of the review of the Car Parking Management Strategy;
- "Car Parking Management Strategy"** means a strategy which shall include (without limitation) the following:
1. details as to how:
 - (A) Unlawful Car Parks within the Car Park Monitoring Area; and
 - (B) Unlawful Car Parks and parking by visitors to the Stadium on Event Days within the Buffer Zoneshall be monitored which shall include details as to how such monitoring shall be funded"
 2. a commitment by the Developer to feed the car park monitoring data into the Full Event Day Travel Plan (Football Season) Monitoring Report and the Full Event Day Travel Plan

(Non-Football Season) Monitoring Report;

3. subject to paragraph 7.2 of this Schedule 1 a commitment to fund the reasonable and proper costs of any competent authority which is responsible for taking enforcement action against Unlawful Car Parks within the Car Park Monitoring Area where such enforcement action would be reasonably likely to assist in achieving the Event Day Modal Split Targets;
4. a commitment to:
 - (A) review the strategy at regular intervals which shall include a review of the Car Park Monitoring Area and the review of the Car Park Monitoring Area shall take into account the results of the monitoring of the Buffer Zone;
 - (B) if necessary following the outcome of a review of Car Park Monitoring Area to extend the Car Park Monitoring Area into the Buffer Zone;

"Community Track"

has the meaning given in Schedule 7;

"Event Day Travel Plan"

means the travel plan that is to be prepared and submitted to the LPA pursuant to condition OST.96 of the Planning Permission in relation to Event Days;

"Event Day Modal Split Targets"

means in respect of Event Days the following targets:

1. a 90.5% non-car mode share for Event Types A and B;
2. a 93.5% non-car mode share for Event Types C and D;
3. a 100% non-car mode share for Event Type E;

"Event Day Travel Plan Monitoring"

means monitoring of the Event Day Travel Plan by carrying out the following monitoring of travel to and from the Stadium during Event Days which shall provide a representative assessment of all Event Types held at the Stadium and as a minimum shall include the following:

1. carrying out surveys of not less than 20% of the total number of Events of each Event Type that are held at the Stadium during each Football Season and Non-Football Season in order to determine the modal split of the visitors to the Stadium **PROVIDED THAT** the Developer shall ensure that a minimum of three Events of each Event Type are surveyed during each Football Season and Non-Football Season unless the number of Events of any Event Type that are held at the Stadium during a Football Season or Non-Football Season

equates to two or less in which case the developer shall survey every Event of that Event Type during the relevant Football Season or Non-Football Season and **PROVIDED FURTHER THAT** in carrying out surveys pursuant to this paragraph 1 the Developer shall ensure that if Events take place on different days of the week and/or at different times of the day during the course of the Football Season or Non-Football Season and/or if differing levels of attendance are anticipated the surveys that are undertaken shall be representative of such days, times and attendance levels (as applicable);

2. a review of car parking within the Car Park Monitoring Area (which shall include monitoring the effectiveness of controlled parking zone enforcement measures);
3. monitoring the use by visitors to the Stadium of the car parks referred to in paragraph 6.1 of this Schedule 1;
4. monitoring traffic flow data on Key Highway Links and Junctions;
5. monitoring of crowding levels on Key Underground Rail and Bus Routes (to the extent feasible and in consultation with the relevant Public Transport Operating Companies);
6. monitoring the location and frequency of taxi drop offs and pick ups within the area shown edged and coloured blue on the plan attached at Appendix 6;
7. monitoring of travel by coach and the location and frequency of coach drop offs and pick ups within the area shown edged and coloured green on the plan attached at Appendix 7;
8. use of cycle parking facilities by visitors to, and employees of, the Stadium;

"Event Types"

means each of the following:

1. a Resident Football Team football match with a capacity of up to 54,000 spectators of which up to five percent (5%) of those spectators are fans of the non-Resident Football Team ("**Event Type A**");
2. a Resident Football Team football match with a capacity of up to 54,000 spectators of which more than five per cent (5%) of those spectators are fans of the non-Resident Football Team ("**Event Type B**");

3. an Alternative Event with a capacity of up to 60,000 spectators or a Resident Football Team match with a capacity of more than 54,000 spectators ("**Event Type C**");
4. a music concert or other cultural or leisure event with a capacity of up to 80,000 spectators ("**Event Type D**");
5. a World Championship Athletics Event with a capacity of up to 59,000 spectators ("**Event Type E**");

"Event Type Average"

means a percentage figure (P) which is calculated by applying the following formula:

$$P = \frac{A}{B}$$

where:

A = the sum total of the non-car mode share percentages (rounded to the nearest tenth of a percentage point) resulting from all of the surveys for the relevant Event Type that were undertaken during the relevant Football Season or Non-Football Season; and

B = the number of surveys carried out for the relevant Event Type during the relevant Football Season or Non-Football Season;

"Football Season"

means the period commencing on 1 August in any given year and ending on 31 May the following year;

"Full Event Day Travel Plan (Football Season) Monitoring Report"

a report setting out the data and information gathered during the Event Day Travel Plan Monitoring undertaken during the Football Season and which is broken down according to the different Event Types and which shall include:

1. for the purposes of determining whether or not the Event Day Modal Split Targets have been achieved an Event Type Average for each Event Type; and
2. if necessary a proposed revision to the Event Day Travel Plan for Approval by the LPA;

"Full Event Day Travel Plan (Non-Football Season) Monitoring Report"

a report setting out the data and information gathered during the Event Day Travel Plan Monitoring undertaken during the Non-Football Season and which is broken down according to the different Event Types and which shall include:

1. for the purposes of determining whether or not the Event Day Modal Split Targets have been achieved an Event Type Average for each

Event Type; and

2. if necessary a proposed revision to the Event Day Travel Plan for Approval by the LPA;

"Greenway"

means that section of the segregated pedestrian and cycle link known as the Greenway which is shown coloured green on the plan attached at Appendix 10;

"Index Linked"

means that the relevant sum shall be increased (and not decreased) to reflect the net movement in the Retail Price Index all items published by the Office of National Statistics or any official publication substituted for it over the relevant period the amount of such increase to be calculated as follows:-

$$A \times \frac{B}{C} = D$$

where:

A = the relevant sum as specified in this Agreement in pounds sterling;

B = the Retail Price Index all items at the date the relevant sum is payable;

C = the Retail Price Index all items at the date of this Agreement;

D = the resultant sum in pounds sterling payable under this Agreement;

"Initial Event Day Travel Plan Monitoring Report"

a report setting out the data and information gathered during the Event Day Travel Plan Monitoring undertaken during the first five months of the Initial Monitoring Period and which is broken down according to the different Event Types;

"Initial Monitoring Period"

means:

1. in relation to the Event Day Travel Plan Monitoring the period commencing on the Re-Opening Date and ending on the later of:
 - (A) the date which is three years from the Re-Opening Date; or
 - (B) the end of the first Football Season during which Crossrail has been operational and open for use by the public for the entirety of that Football Season; and
2. in relation to the Non-Event Day Travel Plan Monitoring the period commencing on the Staff Admittance Date and ending on the later of:
 - (A) the date which is three years from the Staff Admittance Date; or
 - (B) the end of the first Football Season

during which Crossrail has been operational and open for use by the public for the entirety of that Football Season;

"Key Highway Links and Junctions"

1. Stratford High Street - between Marshgate Lane and Warton Road;
2. Stratford High Street/Marshgate Lane Junction;
3. Stratford High Street/Warton Road Junction;
4. Warton Road - between Stratford High Street and Montfichet Road;
5. A12 - between Eastway and Bow Interchange;
6. A12 Westbound Offslip (Eastway);
7. Leyton Road - between Angel Lane and Montfichet Road;
8. Leyton Road - between Montfichet Road and Chobham Road;
9. Leyton Road/Montfichet Road Alma Road Junction;
10. Leyton Road/Chobham Road Junction;
11. Leyton Road/Temple Mills Lane Junction;
12. White Post Lane - between Rothbury Road and Southern Loop Road;
13. Waterden Road - between Eastway and Westfield Avenue; and
14. Bow Interchange – A12/A11 Bow Road/A11 Stratford High Street

"Key Underground Rail and Bus Routes"

means:

1. in relation to underground and rail routes those shown on, and described in, the document attached at Appendix 11; and
2. in relation to bus routes and unless otherwise agreed with the L:PA those bus routes that are within the area shown edged pink on the plan attached at Appendix 12;

"Non-Event Day Average"

means a figure (P) which is calculated by applying the following formula:

$$P = \frac{A}{B}$$

where:

A = the sum total of the non-car mode share percentages (rounded to the nearest tenth of a percentage point) resulting from all of the surveys that were carried out during the relevant Non-Event Day Travel Plan Review Period for the purposes of determining whether or not the relevant Non-Event Day Modal Split Target was being achieved; and

B = the number of surveys carried out during the relevant Non-Event Day Travel Plan Review Period for the purposes of determining whether or not the relevant Non-Event Day Modal Split Target was being achieved;

"Non-Event Day Modal Split Targets"

means in respect of Non-Event Days the following targets:

1. a 99% non-car mode share for staff employed at the Stadium;
2. a 90% non-car mode share for visitors to the Stadium;
3. a 98% non-car mode share for visitors to the Stadium who are using the conference and hospitality facilities **PROVIDED THAT** attendance by more than 3,000 people shall constitute an Event for which the Event Day Modal Split Target for Event Types C and D shall apply;

"Non-Event Day Travel Plan"

means the travel plan that is to be prepared and submitted to the LPA pursuant to condition OST.95 of the Planning Permission in relation to Non-Event Days;

"Non-Event Day Travel Plan Monitoring"

means monitoring of the Non-Event Day Travel Plan by carrying out the following monitoring of travel to and from the Stadium during Non-Event Days which shall as a minimum include the following:

1. carrying out representative surveys of the modal split of visitors (including staff) to the Stadium together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;
2. monitoring of the usage of the car parking which is available for use at the Site;
3. monitoring of travel by coach and the location and frequency of coach drop offs and pick ups within the area shown edged and coloured green on the plan contained at Appendix 7;
4. use of cycle parking facilities by visitors to, and employees of, the Stadium;

"Non-Event Day Travel Plan Monitoring Report"

a report setting out the data and information gathered during the Non-Event Day Travel Plan Monitoring undertaken during the Non-Event Day Travel Plan Review Period and such report shall include:

1. for the purposes of determining whether or not the Non-Event Day Modal Split Targets have been achieved a Non-Event Day Average for each of the Non-Event Day Modal Split Targets; and
2. if necessary a proposed revision to the Non-Event Day Travel Plan for Approval by the LPA;

"Non-Event Day Travel Plan Review Period"

means initially the period of 12 months commencing on the Staff Admittance Date and thereafter annually on a rolling basis;

"Non-Football Season"

means the period commencing on 1 June and ending on 31 July during each calendar year;

"Permissive Paths"

means those paths which are shown by broken blue lines on the plan contained at Appendix 8;

"Permitted Closures"

means temporary closure of any Permissive Path and/or area of Publicly Accessible Open Space (or part thereof) in the following circumstances:

1. temporary closure on Event Days where this is necessary to support the operation of the Stadium;
2. temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
3. temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Permissive Path and/or Publicly Accessible Open Space in question;
4. closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
5. any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

PROVIDED THAT save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence;

"PP and PAOS Management Plan"	means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Permissive Paths and Publicly Accessible Open Space (including all associated street furniture, lighting, security equipment and drainage) to be submitted to and Approved by the LPA pursuant to paragraph 11.3 of this Schedule 1;
"Proposed Event Day Stadium CPZ Area"	means the area shown edged with a broken red line on the plan contained at Appendix 9;
"PTOC Agreements"	means legal agreements or other arrangements entered into between the Developer and the Public Transport Operating Companies to secure the provision of additional rail, underground or bus services for travel to and from the Stadium with the aim of ensuring that sufficient capacity is available for each Event to accommodate reasonably anticipated attendance at the Stadium without excessive waiting and/or in order to assist with the achievement of the Event Day Modal Split Targets;
"Public Transport Operating Companies"	means Transport for London and its subsidiaries (including DLR Limited) together with a successor in function and any other corporate entity which is responsible for the operation of any of the public transport routes which are used by visitors to the Stadium;
"Publicly Accessible Open Space"	areas of coherent open space which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space;
"Relevant Local Highway Authority"	means the local highway authority for the highway that is the subject of the relevant obligation contained in this Agreement;
"Staff Admittance Date"	means the date on which employees of the Developer or employees of the Developer's main operator, sub-operator(s), tenant(s) and/or sub-tenant(s) are first admitted to the Development to commence their employment;
"Sustainable Transport Contribution"	means: <ol style="list-style-type: none"> 1. where any of the Event Day Modal Split Targets have not been achieved during a Football Season a sum calculated in accordance with Part 1 of Appendix 1; 2. where any of the Event Day Modal Split Targets have not been achieved during a Non-Football Season a sum calculated in accordance with Part 2 of Appendix 1; <p>and in either case to be applied by the LPA towards the</p>

funding of Sustainable Transport Measures;

"Sustainable Transport Measures"

measures that the LPA reasonably considers will promote the use of sustainable methods of transport by visitors to the Stadium on Event Days and that will have a reasonable prospect of assisting the Developer to achieve the Event Day Modal Split Targets;

"Temporary Bicycle Parking Strategy"

means a strategy which sets out how additional, temporary bicycle parking will be provided in the vicinity of the Stadium which shall include a timetable for the provision of such additional temporary bicycle parking;

"Tier One Measures"

means without limitation the following:

1. measures to encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling); and
2. the increase of parking controls within the locality of the Stadium

PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;

"Tier Three Measures"

means without limitation the following:

1. items of physical infrastructure (such items of physical infrastructure to be additional to such items (if any) as were identified in the Tier One Measures and Tier Two Measures) to facilitate the use of sustainable modes of travel; and
2. evidence that the Developer is in the process of concluding PTOC Agreements which will assist in the achievement of the Event Day Modal Split Targets

PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010 and are reasonably likely to remedy the failure to achieve the Event Day Modal Split Targets;

"Tier Two Measures"

means without limitation the following:

1. items of physical infrastructure (such items of physical infrastructure to be additional to such items (if any) as were identified in the Tier One Measures) to facilitate the use of sustainable modes of travel; and
2. an investigation as to whether the completion of any PTOC Agreements would assist in meeting the Event Day Modal Split Targets

PROVIDED THAT such measures are in accordance

with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010 and are reasonably likely to remedy the failure to achieve the Event Day Modal Split Targets;

"Unlawful Car Parks"

means any of the following:

1. use of land on Event Days for the parking of cars by visitors to the Stadium without planning permission;
2. the use of car parks which are ancillary to a lawful development(s) but which are being used by visitors to the Stadium on Event Days; and/or
3. the use of the car park on Event Days at Stratford International Station by visitors to the Stadium;

"West Ham and Greenway Works"

means the works (if any) that are identified as being required pursuant to section 3 of the definition of West Ham Interchange Report;

"West Ham Interchange Report"

means a report which shall contain the following:

1. appropriate crowd modelling (to be agreed with the Public Transport Operating Companies) for the use of West Ham Station;
2. an assessment of interchange measures within West Ham Station and interchange measures between West Ham Station and the Greenway on the basis of the crowd modelling undertaken pursuant to section 1 of this definition; and
3. whether any works within or outside West Ham Station and any works to the Greenway and the crossing(s) at Stratford High Street are required as a result of the assessment referred to in section 2 of this definition in order to facilitate safe and effective pedestrian access between the Stadium and West Ham Station.

1. GENERAL FUNDING COMMITMENT

- 1.1 The Developer shall ensure that it will have access to suitable funding to ensure that it is able to Comply with the provisions of this Schedule 1 as they arise.

2. TRAVEL PLAN MONITORING

2.1 Event Day Travel Plan Monitoring

- 2.1.1 In order to monitor the effectiveness of the Event Day Travel Plan the Developer shall during the Initial Monitoring Period carry out the Event Day Travel Plan Monitoring.

- 2.1.2 During the Initial Monitoring Period the Developer shall prepare and submit to the LPA for Approval (in consultation with the Public Transport Operating Companies where required pursuant to paragraph 5 of the definition of Event Day Travel Plan Monitoring) the following:
- (a) the Initial Event Day Travel Plan Monitoring Report by not later than 42 days after the date which is five months after the Re-Opening Date;
 - (b) a Full Event Day Travel Plan (Football Season) Monitoring Report by not later than 42 days after the end of each Football Season; and
 - (c) a Full Event Day Travel Plan (Non-Football Season) Monitoring Report by not later than 42 days after the end of each Non-Football Season.
- 2.1.3 Prior to the submission of the reports referred to in paragraph 2.1.2 of this Schedule 1 the Developer shall agree the structure of those reports with the LPA.
- 2.1.4 Following the expiry of the Initial Monitoring Period the Developer shall continue with the Event Day Travel Plan Monitoring and the Non-Event Day Travel Plan Monitoring and either paragraph 2.1.5 or paragraph 2.1.6 of this Schedule 1 shall apply.
- 2.1.5 If the Full Event Day Travel Plan (Football Season) Monitoring Report and the Full Event Day Travel Plan (Non-Football Season) Monitoring Report that are submitted to the LPA during the final year of the Initial Monitoring Period both show that the Event Day Modal Split Targets have been achieved then the Developer shall prepare a Full Event Day Travel Plan (Football Season) Monitoring Report and a Full Event Day Travel Plan (Non-Football Season) Monitoring Report on the third anniversary of the expiry of the Initial Monitoring Period and subsequently every three years thereafter.
- 2.1.6 If one or both of the Full Event Day Travel Plan (Football Season) Monitoring Report and the Full Event Day Travel Plan (Non-Football Season) Monitoring Report that are submitted to the LPA during the final year of the Initial Monitoring Period show that any of the Event Day Modal Split Targets have not been achieved then the Developer shall prepare a Full Event Day Travel Plan (Football Season) Monitoring Report and/or a Full Event Day Travel Plan (Non-Football Season) Monitoring Report (as applicable) in accordance with a timetable specified by the LPA **PROVIDED THAT** the LPA shall not require the Developer to prepare a Full Event Day Travel Plan (Football Season) Monitoring Report and/or a Full Event Day Travel Plan (Non-Football Season) Monitoring Report (as applicable) more than once a year.
- 2.1.7 The Full Event Day Travel Plan (Football Season) Monitoring Reports and the Full Event Day Travel Plan (Non-Football Season) Monitoring Reports that the Developer is required to prepare pursuant to either paragraph 2.1.5 or paragraph 2.1.6 of this Schedule 1 shall be submitted to the LPA for Approval within 42 days of the date by which they are required to be prepared.
- 2.1.8 If any Full Event Day Travel Plan (Football Season) Monitoring Report and/or Full Event Day Travel Plan (Non-Football Season) Monitoring Report includes a revised Event Day Travel Plan for Approval by the LPA the Developer shall implement the revised Event Day Travel Plan as Approved so that it is in place and operational for the Football Season and Non-

Football Season (and each subsequent Football Season and Non-Football Season thereafter subject to any further revisions) immediately following the date of the LPA's Approval.

2.2 Non-Event Day Travel Plan Monitoring

- 2.2.1 In order to monitor the effectiveness of the Non-Event Day Travel Plan the Developer shall during the Initial Monitoring Period carry out the Non-Event Day Travel Plan Monitoring.
- 2.2.2 During the Initial Monitoring Period the Developer shall prepare and submit to the LPA for Approval a Non-Event Day Travel Plan Monitoring Report by not later than 42 days after the end of each Non-Event Day Travel Plan Review Period.
- 2.2.3 Prior to the submission of a report referred to in paragraph 2.2.2 the Developer shall agree the structure of that report with the LPA.
- 2.2.4 Following the expiry of the Initial Monitoring Period the Developer shall continue the Non-Event Day Travel Plan Monitoring and either paragraph 2.2.5 or paragraph 2.2.6 of this Schedule 1 shall apply.
- 2.2.5 If the Non-Event Day Travel Plan Monitoring Report that is submitted to the LPA during the final year of the Initial Monitoring Period shows that the Non-Event Day Modal Split Targets have been achieved then the Developer shall prepare a Non-Event Day Travel Plan Monitoring Report on the third anniversary of the expiry of the Initial Monitoring Period and subsequently every three years thereafter.
- 2.2.6 If the Non-Event Day Travel Plan Monitoring Report that is submitted to the LPA during the final year of the Initial Monitoring Period shows that any of the Non-Event Day Modal Split Targets have not been achieved then the Developer shall prepare a Non-Event Day Travel Plan Monitoring Report in accordance with a timetable specified by the LPA **PROVIDED THAT** the LPA shall not require the Developer to prepare a Non-Event Day Travel Plan Monitoring Report more than once a year.
- 2.2.7 The Non-Event Day Travel Plan Monitoring Reports that the Developer is required to prepare pursuant to either paragraph 2.2.5 or paragraph 2.2.6 of this Schedule 1 shall be submitted to the LPA for Approval within 42 days of the date by which they are required to be prepared.
- 2.2.8 If any Non-Event Day Travel Plan Monitoring Report includes a revised Non-Event Day Travel Plan for Approval by the LPA the Developer shall implement the revised Non-Event Day Travel Plan as Approved so that it is in place and operational as soon as reasonably practicable after the LPA's Approval of the same.

3. MODAL SPLIT TARGETS

3.1 Event Day Travel Plan Modal Split Targets

- 3.1.1 If any Full Event Day Travel Plan (Football Season) Monitoring Report or any Full Event Day Travel Plan (Non-Football Season) Monitoring Report ("**Stage One FEDTP Monitoring Report**") shows that any of the Event Day Modal Split Targets have not been achieved the Developer shall in the Stage One FEDTP Monitoring Report identify Tier One Measures that it can implement with the aim of seeking to achieve the Event Day Modal Split Targets which shall include a timetable for the implementation of such Tier One Measures.

- 3.1.2 The Developer shall implement the Tier One Measures that are set out in the Stage One FEDTP Monitoring Report within the timetable set out therein as Approved by the LPA.
- 3.1.3 Subject to paragraph 3.1.5 of this Schedule 1 if either of the Full Event Day Travel Plan (Football Season) Monitoring Report or the Full Event Day Travel Plan (Non-Football Season) Monitoring Report ("**Stage Two FEDTP Monitoring Report**") for the year immediately following the Stage One FEDTP Monitoring Report shows that any of the Event Day Modal Split Targets have not been achieved the Developer shall in the Stage Two FEDTP Monitoring Report identify Tier Two Measures that it can implement with the aim of seeking to achieve the Event Day Modal Split Targets which shall include a timetable for the implementation of such Tier Two Measures.
- 3.1.4 The Developer shall implement the Tier Two Measures that are set out in the Stage Two FEDTP Monitoring Report within the timetable set out therein as Approved by the LPA **PROVIDED THAT** if the Tier Two Measures include securing any PTOC Agreements the Developer shall use its Reasonable Endeavours to enter into such PTOC Agreements.
- 3.1.5 If the Stage Two FEDTP Monitoring Report shows that any of the Event Day Modal Split Targets have not been achieved but that the relevant Event Day Modal Split Targets have improved when compared to those shown in the Stage One FEDTP Monitoring Report and that such improvement is satisfactory to the LPA the LPA may agree (in its absolute discretion) that the Developer need not implement the Tier Two Measures and may instead continue with the implementation of the Tier One Measures that were identified in the Approved Stage One FEDTP Monitoring Report.
- 3.1.6 If either of the Full Event Day Travel Plan (Football Season) Monitoring Report or the Full Event Day Travel Plan (Non-Football Season) Monitoring Report ("**Stage Three FEDTP Monitoring Report**") for the year immediately following the Stage Two FEDTP Monitoring Report shows that any of the Event Day Modal Split Targets have not been achieved the Developer shall in the Stage Three FEDTP Monitoring Report identify Tier Three Measures that it can implement with the aim of seeking to achieve the Event Day Modal Split Targets which shall include a timetable for the implementation of such Tier Three Measures.
- 3.1.7 The Developer shall implement the Tier Three Measures that are set out in the Stage Three FEDTP Monitoring Report within the timetable set out therein as Approved by the LPA **PROVIDED THAT** if the Tier Three Measures include securing any PTOC Agreements the Developer shall use its Reasonable Endeavours to enter into such PTOC Agreements.
- 3.1.8 If either of the Full Event Day Travel Plan (Football Season) Monitoring Report or the Full Event Day Travel Plan (Non-Football Season) Monitoring Report ("**Stage Four FEDTP Monitoring Report**") for the year immediately following the Stage Three FEDTP Monitoring Report shows that any of the Event Day Modal Split Targets have not been achieved the Developer shall in the Stage Four FEDTP Monitoring Report identify Tier Three Measures (which may be the same Tier Three Measures as were identified in the Stage Three FEDTP Monitoring Report and/or new Tier Three Measures not previously identified) that it can implement and/or continue to implement (as applicable) with the aim of seeking to achieve the Event Day Modal Split Targets which shall include a timetable for the implementation of such Tier Three Measures.

- 3.1.9 Where the Stage Four FEDTP Monitoring Report shows that any of the Event Day Modal Split Targets have not been achieved, the LPA shall inform the Developer as to whether it requires:
- (a) the Developer to pay a Sustainable Transport Contribution; or
 - (b) the implementation and/or continued implementation (as applicable) of the Tier Three Measures;
- 3.1.10 Following receipt of the LPA's decision pursuant to paragraph 3.1.9 of this Schedule 1 the Developer shall either:
- (a) subject to paragraph 3.1.12 of this Schedule 1 pay the Sustainable Transport Contribution to the LPA within 10 Working Days of receipt of the LPA's decision; or
 - (b) implement and/or continue to implement the Tier Three Measures that are set out in the Stage Four FEDTP Monitoring Report in accordance with the timetable set out therein as Approved by the LPA **PROVIDED THAT** if the Tier Three measures include securing any PTOC Agreements the Developer shall use its Reasonable Endeavours to enter into such PTOC Agreements.
- 3.1.11 If either of the Full Event Day Travel Plan (Football Season) Monitoring Report or the Full Event Day Travel Plan (Non-Football Season) Monitoring Report for the year immediately following the Stage Four FEDTP Monitoring Report shows that any of the Event Day Modal Split Targets have not been achieved the Developer shall repeat the process set out in paragraphs 3.1.8, 3.1.9 and 3.1.10 of this Schedule 1 for that year and each subsequent year until the Event Day Modal Split Targets are achieved **PROVIDED THAT** if the LPA has received Sustainable Transport Contributions of £1,800,000 this paragraph 3.1.11 shall cease to apply.
- 3.1.12 The Developer's liability under paragraph 3.1.10(a) of this Schedule 1 shall not exceed:
- (a) £400,000 (four hundred thousand pounds) per calendar year; and
 - (b) £1,800,000 (one million eight hundred thousand pounds) overall.

3.2 Non-Event Day Travel Plan Modal Split Targets

- 3.2.1 If any Non-Event Day Travel Plan Monitoring Report ("**First Non-Event Day Monitoring Report**") shows that any of the Non-Event Day Modal Split Targets have not been achieved the Developer shall in the First Non-Event Day Monitoring Report identify Tier One Measures that it can implement with the aim of seeking to achieve the Non-Event Day Modal Split Targets which shall include a timetable for the implementation of such Tier One Measures.
- 3.2.2 The Developer shall implement the Tier One Measures that are set out in the First Non-Event Day Monitoring Report in accordance with the timetable set out therein as Approved by the LPA.
- 3.2.3 If the Non-Event Day Travel Plan Monitoring Report for the year immediately following the First Non-Event Day Monitoring Report shows that any of the Non-Event Day Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 3.2.1 and 3.2.2 of this Schedule 1 for that year and each subsequent year until the Non-Event Day Modal Split Targets are achieved.

4. **ADDITIONAL BICYCLE PARKING**

- 4.1 If any Full Event Day Travel Plan (Football Season) Monitoring Report and/or Full Event Day Travel Plan (Non-Football Season) Monitoring Report shows that the 410 bicycle parking spaces which shall be identified in the Full Event Day Travel Plan (Football Season) Monitoring Report and/or the Full Event Day Travel Plan (Non-Football Season) Monitoring Report as serving the Development (amongst others) are on more than three days during the relevant Football Season and/or Non-Football Season (as applicable) occupied at a level of ninety percent (90%) or greater then the Developer shall prepare and submit to the LPA for Approval a Temporary Bicycle Parking Strategy.
- 4.2 The Developer shall implement any Temporary Bicycle Parking Strategy as Approved by the LPA subject to the Developer first obtaining any Requisite Consents that are necessary in order for the Approved Temporary Bicycle Parking Strategy to be implemented.

5. **PTOC AGREEMENTS**

- 5.1 In order to achieve the aim of increasing capacity on the Key Underground Rail and Bus Routes the Developer shall (unless otherwise agreed by the LPA) use Reasonable Endeavours to enter into all necessary PTOC Agreements.
- 5.2 The obligation set out in paragraph 5.1 of this Schedule 1 shall continue from the date of this Agreement until all necessary PTOC Agreements have been entered into **PROVIDED THAT** if three consecutive Event Day Travel Plan (Football Season) Monitoring Reports and three consecutive Event Day Travel Plan (Non-Football Season) Monitoring Reports all show that all of the Event Day Modal Split Targets have been achieved and that the achievement of the Event Day Modal Split Targets is not as a result of any formal or informal PTOC Agreement and further that PTOC Agreements are no longer required to achieve the Event Day Modal Split Targets (along with reasons as to why such PTOC Agreements are no longer required) the LPA may agree in writing that the obligation set out in paragraph 5.1 of this Schedule 1 shall cease until such time as any Event Day Travel Plan (Football Season) Monitoring Report and/or Event Day Travel Plan (Non-Football Season) Monitoring Report shows that the Event Day Modal Split Targets have not been achieved whereupon the obligation in paragraph 5.1 of this Schedule 1 shall recommence.
- 5.3 Subject to paragraph 5.2 of this Schedule 1 the Developer shall:
- 5.3.1 update the LPA on its progress in entering into PTOC Agreements:
- (a) prior to the Re-Opening Date; and
 - (b) on each anniversary of the Re-Opening Date until such PTOC Agreements have been entered into;
- 5.3.2 provide a certified copy of any completed PTOC Agreement to the LPA (with any commercially confidential information redacted) as soon as reasonably practicable following completion; and
- 5.3.3 in the event that any PTOC Agreement expires or is terminated the Developer shall notify the LPA and provide an explanation as to why the relevant PTOC Agreement was terminated and what the impact of the termination is upon the Developer's ability to achieve the Event Day Modal Split Targets and/or what the impact is likely to be on the Key Underground Rail and Bus Routes and what further steps (if any) the Developer proposes to take to increase capacity on the Key Underground Rail and Bus Routes on Event Days.

6. **CAR PARKS IN THE LOCALITY OF THE STADIUM**

6.1 Unless otherwise agreed by the LPA, the Developer will use Reasonable Endeavours to enter into Car Park Agreements with the operators of the car parks at the following locations:

- 6.1.1 Stratford Westfield, Westfield Stratford City, Montfichet Road, Olympic Park, London United Kingdom, E20 1EJ;
- 6.1.2 Stratford Old Town, Stratford Multi-Storey Car Park, Great Eastern Road, Stratford, London E15 1BB;
- 6.1.3 Leyton ASDA, Marshall Road, Leyton, London E10 5NH;
- 6.1.4 Bow Tesco, Hancock Road, Bow, London E3 3DA; and
- 6.1.5 Stratford Morrisons, 112-118 The Grove, London E15 1EN.

6.2 The obligation set out in paragraph 6.1 of this Schedule 1 shall continue from the date of this Agreement until Car Park Agreements have been entered into for all of the car parks referred to in paragraph 6.1 of this Schedule 1 **PROVIDED THAT** if three consecutive Event Day Travel Plan (Football Season) Monitoring Reports and three consecutive Event Day Travel Plan (Non-Football Season) Monitoring Reports all show that all of the Event Day Modal Split Targets have been achieved and that the achievement of the Event Day Modal Split Targets is not as a result of any formal or informal Car Park Agreements and further that Car Park Agreements for any of the car parks referred to in paragraph 6.1 of this Schedule 1 are no longer required to achieve the Event Day Modal Split Targets (along with reasons as to why such Car Park Agreements are no longer required) the LPA may agree in writing that the obligation set out paragraph 6.1 of this Schedule 1 shall cease until such time as any Event Day Travel Plan (Football Season) Monitoring Report and/or Event Day Travel Plan (Non-Football Season) Monitoring Report shows that the Event Day Modal Split Targets have not been achieved whereupon the obligation in paragraph 6.1 of this Schedule 1 shall recommence.

6.3 Subject to paragraph 6.2 of this Schedule 1 the Developer shall:

- 6.3.1 update the LPA on its progress in entering into the Car Park Agreements:
 - (a) prior to the Re-Opening Date; and
 - (b) on each anniversary of the Re-Opening Date until such Car Park Agreements have been entered into;
- 6.3.2 provide a certified copy of any completed Car Park Agreement to the LPA (with any commercially confidential information redacted) as soon as reasonably practicable following completion; and
- 6.3.3 in the event that any Car Park Agreement expires or is terminated the Developer shall notify the LPA and provide an explanation as to why the relevant Car Park Agreement was terminated and what the impact of the termination is upon the Developer's ability to achieve the Event Day Modal Split Targets and/or what the impact is likely to be on the Key Highway Links and Junctions and what further steps (if any) the Developer proposes to take in order to limit the use of the relevant car park by visitors to and employees of the Stadium.

7. **UNLAWFUL CAR PARKS**

7.1 The Developer shall not Re-Open the Stadium unless and until it has prepared and submitted to the LPA for Approval a Car Parking Management Strategy.

7.2 The Developer shall implement the Car Parking Management Strategy as Approved by the LPA **PROVIDED THAT** if three consecutive Full Event Day Travel Plan (Football Season) Monitoring Reports and three consecutive Full Event Day Travel Plan (Non-Football Season) Monitoring Reports all show that all of the Event Day Modal Split Targets have been achieved and that the achievement of the Event Day Modal Split Targets is not either fully or partially attributable to enforcement action being taken against Unlawful Car Parks then the Developer shall following the later date of the LPA's Approval of:

7.2.1 the third of the three aforementioned Full Event Day Travel Plan (Football Season) Monitoring Reports; and

7.2.2 the third of the three aforementioned Full Event Day (Non-Football Season) Monitoring Reports

no longer be required to fund any competent authority's enforcement action taken against Unlawful Car Parks within the Car Park Monitoring Area.

8. **CONTROLLED PARKING ZONES**

8.1 The Developer shall not Re-Open the Stadium unless and until it has used its Reasonable Endeavours to ensure that that controlled parking zones are in place for Event Days over the entirety of the Proposed Event Day Stadium CPZ Area **SUBJECT TO** the obtaining of all Requisite Consents.

8.2 In order to Comply with paragraph 8.1 of this Schedule 1 the Developer shall (if necessary):

8.2.1 pay the expenses of the Relevant Local Highway Authority for the costs incurred by it in extending any existing controlled parking zone(s) for Event Days and/or for the creation of any new controlled parking zone(s) for Event Days **PROVIDED THAT** this paragraph shall not require the Developer to pay the Relevant Local Highway Authority for the costs incurred by it in enforcing and operating any newly created or extended controlled parking zones; and/or

8.2.2 establish new controlled parking zones and/or extend existing controlled parking zones in respect of any private roads.

9. **STAFFING OF DLR STATIONS**

9.1 Not less than 30 Working Days (or as soon as practicable in the event that the Developer has less than 30 Working Days notice of an Event) before an Event the Developer shall contact the relevant Public Transport Operating Company and request confirmation as to whether paragraph 9.2.1 or paragraph 9.2.2 of this Schedule 1 shall apply.

9.2 Following the receipt of a response to its request made under paragraph 9.1 of this Schedule 1 the Developer covenants to either:

9.2.1 before the relevant Event takes place and in accordance with the invoicing arrangements issued by the relevant Public Transport Operating Company pay to the relevant Public Transport Operating Company the costs and expenses of the relevant Public Transport Operating Company for the

provision of staff at Pudding Mill Lane Station and Stratford International DLR Station on Event Days; or

- 9.2.2 provide (subject to consultation with and the agreement of the relevant Public Transport Operating Company) staff at Pudding Mill Lane Station and Stratford International DLR Station on Event Days.

10. WEST HAM STATION AND THE GREENWAY

- 10.1 As soon as reasonably practicable following the date of this Agreement and in any event not later than 12 (twelve) months prior to the Re-Opening Date the Developer shall prepare and submit to the LPA for Approval (in consultation with the relevant Public Transport Operating Companies and the London Borough of Newham) the West Ham Interchange Report.
- 10.2 The Developer shall not Re-Open the Stadium unless and until it has fully implemented the West Ham Interchange Report as Approved by the LPA which shall include (if necessary and subject to the Developer obtaining all Requisite Consents) carrying out the West Ham and Greenway Works.

11. PUBLIC ACCESS

- 11.1 Subject to Schedule 7 by not later than the Re-Opening Date the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Permissive Paths and Publicly Accessible Open Space at all times free of charge **SUBJECT TO:**
- 11.1.1 Permitted Closures; and
- 11.1.2 any lawful requirements of the police or any other competent authority.
- 11.2 Subject to paragraph 11.1 of this Schedule 1 the Developer shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Permissive Paths and Publicly Accessible Open Space.
- 11.3 Prior to the Re-Opening Date the Developer shall prepare and submit to the LPA for Approval the PP and PAOS Management Plan.
- 11.4 The Developer shall, at its own expense, manage and maintain the Permissive Paths and Publicly Accessible Open Space for the life of the Development in accordance with the PP and PAOS Management Plan.

SCHEDULE 2

EVENT MANAGEMENT PLAN

DEFINITIONS

"Event Management Plan"	means the event management plan that is required to be prepared and submitted in relation to the Events to the LPA pursuant to condition OST.106 of the Planning Permission;
"Event Management Plan Monitoring"	means monitoring of the Event Management Plan by carrying out and/or obtaining from relevant stakeholders (without limitation) the following information in relation to the Events: <ol style="list-style-type: none">1. Event start and end times;2. details of methods used to retain visitors at the Stadium;3. crowd management measures employed both in the immediate vicinity of the Stadium and in the wider area (including crowd management in the Stratford Westfield Shopping Centre and Meridian Square);4. the results of spectator surveys which shall include transport mode share, car use, car occupancy and location of car parking;5. the profile of arrival and departure times of visitors to the Stadium;6. details of crowding at local and remote stations;7. estimated uplift in line loadings on Key Underground Rail and Bus Routes;8. enhanced services being operated;9. general observations on Event performance; and10. comments on the operation, queue sizes and clearance times at Local Stations;
"Football Season"	has the same meaning as set out in Schedule 1;
"Full EMP (Football Season) Monitoring Report"	a report setting out the data and information gathered during the Event Management Plan Monitoring undertaken during the Football Season and such report shall include (if necessary) a proposed revised Event Management Plan for Approval by the LPA;
"Full EMP (Non-Football Season) Monitoring Report"	a report setting out the data and information gathered during the Event Management Plan Monitoring undertaken during the Non-Football Season and such report shall include (if necessary) a proposed revised

Event Management Plan;

"Initial EMP Monitoring Report" a report setting out the data and information gathered during the Event Day Travel Plan Monitoring undertaken during the first five months of the Initial Monitoring Period;

"Initial Monitoring Period" has the meaning given in Schedule 1;

"Key Underground Rail and Bus Routes" has the meaning given in Schedule 1;

"Local Stations" means Stratford Station, Stratford International Station, Pudding Mill Lane Station, Hackney Wick Station, West Ham Station and such other stations which are identified in either the Full Event Day Travel Plan (Football Season) Monitoring Report or the Full Event Day Travel Plan (Non-Football Season) Monitoring Report which are within a three kilometre radius of the Stadium and which are being used by more than five percent (5%) of Stadium users;

"Non-Football Season" has the same meaning as set out in Schedule 1;

1. EVENT MANAGEMENT PLAN MONITORING

1.1 In order to monitor the effectiveness of the Event Management Plan the Developer shall carry out the Event Management Plan Monitoring.

1.2 The Developer shall prepare and submit to the LPA for Approval (in consultation with the relevant Public Transport Operating Companies where required) the following:

1.2.1 an Initial EMP Monitoring Report at the same time as the Initial Event Day Travel Plan Monitoring Report is submitted to the LPA;

1.2.2 a Full EMP (Football Season) Monitoring Report at the same time as a Full Event Day Travel Plan (Football Season) Monitoring Report is submitted to the LPA; and

1.2.3 a Full EMP (Non-Football Season) Monitoring Report at the same time as a Full Event Day Travel Plan (Non-Football Season) Monitoring Report is submitted to the LPA.

1.3 Prior to the submission of the reports referred to in paragraph 1.2 of this Schedule 2 the Developer shall agree the scope and structure of those reports with the LPA.

1.4 If any Full EMP (Football Season) Monitoring Report or Full EMP (Non-Football Season) Monitoring Report includes a revised Event Management Plan for Approval by the LPA the Developer shall implement such Event Management Plan as Approved by the LPA so that it is in place and operational for all Events taking place on and following the date which is 30 days following the LPA's Approval of the revised Event Management Plan.

SCHEDULE 3

DESIGN

DEFINITIONS

"Design Process"	means a design led solution process the scope of which has been Approved in writing by the LPA before such process is commenced;
"Preferred Stadium Facade Treatment"	means the Developer's preferred choice of Stadium Facade Treatment which has been selected following the completion of the Design Process;
"Quality Review Panel"	means the LLDC Quality Review Panel or, in the event that the LLDC Quality Review Panel is disbanded or suspended, the panel that is established to fulfil substantially the same purposes in respect of the Site;
"Stadium Facade Treatment"	means any works or other external treatment to the facade of the Stadium including but not limited to any lighting and/or branding to the facade of the Stadium.

1. STADIUM FACADE TREATMENT

- 1.1 The Developer shall not Commence any Stadium Facade Treatment unless the provisions of this Schedule 3 have been complied with.
- 1.2 The Developer shall select the Preferred Stadium Facade Treatment in accordance with the Design Process.
- 1.3 The Developer shall submit the Preferred Stadium Facade Treatment to the Quality Review Panel prior to submitting it to the LPA pursuant to paragraph 1.4 of this Schedule 3 and shall have regard to any comments made by the Quality Review Panel.
- 1.4 The Developer shall submit the Preferred Stadium Facade Treatment to the LPA for Approval and shall implement the Stadium Facade Treatment as Approved by the LPA.

SCHEDULE 4

EMPLOYMENT AND TRAINING

DEFINITIONS

"GLA"	means the Greater London Authority and its successors in function;
"Host Boroughs"	means together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest and their respective successors in function;
"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
"Local Labour and Business Schemes"	each and every of the following schemes:- <ol style="list-style-type: none">1. in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group;2. in the London Borough of Hackney – the scheme known as "On-Site";3. in the London Borough of Newham – the scheme known as "Workplace";4. in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch";5. in the London Borough of Waltham Forest – the scheme known as "Worknet"
"London Living Wage"	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA

1. LOCAL LABOUR

- 1.1 The Developer shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to,:-
- 1.1.1 advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in each of the Host Boroughs;
- 1.1.2 notify Local Labour and Business Schemes in the Host Boroughs of all job vacancies arising from the Development;

- 1.1.3 ensure the recruitment of persons living in the Host Boroughs account for at least 25% of the construction jobs arising from the Development;
- 1.1.4 ensure the recruitment of persons living in the Host Boroughs account for a total of between 25% and 85% of the end-use jobs at the Development;
- 1.1.5 pay all employees employed at the Development in both construction and end-use jobs the London Living Wage; and
- 1.1.6 provide work-based learning opportunities, including apprenticeship opportunities, at the Development

to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.

2. LIAISON WITH LOCAL LABOUR AND BUSINESS SCHEMES

2.1 The Developer shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs) use Reasonable Endeavours to, provide Local Labour and Business Schemes with the following:-

- 2.1.1 details of the nominated officer who will be the key contact with whom Local Labour and Business Schemes' staff can liaise on local employment and supply chain initiatives;
- 2.1.2 details of initial, future and ongoing skills, needs and expected job vacancies throughout their involvement with the Development;
- 2.1.3 interview feedback following interviews with any people put forward by Local Labour and Business Schemes so that staff can address any skills/experience shortages that have been identified; and
- 2.1.4 for a maximum of three years after the Re-Opening Date, annual monitoring information in relation to those employed at the Development with details of overall numbers employed by each operator, sub-operator, tenant or sub-tenant (as the case may be) and numbers of which are persons living in each of the Host Boroughs such information to include where possible for each employee (and only provided to Local Labour and Business Schemes with the consent of the employee):
 - (a) full postcode of their home address;
 - (b) their gender;
 - (c) their age group (16-24, 25-49 and over 55);
 - (d) their length of residency in the relevant Host Borough;
 - (e) their sexuality;
 - (f) their job title;
 - (g) whether their role is full or part-time;
 - (h) their ethnicity (using census categories);
 - (i) details of any disability;

- (j) their previous employment status (including timescale and reasons);
- (k) the training received by each employee; and
- (l) the level of skills gained by each employees including, if applicable, the completion of an apprenticeship skills course or vocational qualification.

3. BUSINESS SUPPORT AND DEVELOPMENT

3.1 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international the Developer shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that businesses based in the Host Boroughs are provided with opportunities to bid for contracts and other opportunities arising from the Development such measures to include:-

3.1.1 within one month of the date of this Agreement and on each annual anniversary of the date on which the Development is Commenced, the provision by the Developer to the LPA and the Host Boroughs of a schedule identifying opportunities existing or anticipated to exist at the Development for contracted and sub-contracted work;

3.1.2 on each annual anniversary of the date on which the Development is Commenced, the provision of a list by the Developer to the LPA and the Host Boroughs containing details of the gross composite value and proportion of the total value of all contracts between the Developer and businesses based in the Host Boroughs including the name of businesses to which contracts have been let and the location of such businesses (but not the individual value attributable to each contract);

3.1.3 from the date of this Agreement, frequent liaison by the Developer and its operator, sub-operators, tenants and sub-tenants with the business development teams within each of the Host Boroughs and engagement with local business support agencies in the Host Boroughs to support and build local companies' capacity to bid for, and win, contracts associated with the Development; and

3.1.4 the posting of contract opportunities arising from the Development on electronic brokerage services, such as CompeteFor (or a CompeteFor alternative) and the placing of adverts for contracts associated with the internet.

SCHEDULE 5

SUSTAINABILITY

DEFINITIONS

"Minimum BREEAM Score"	70% of the available credits for the BREEAM 2011 Excellent Standard;
"Target BREEAM Score"	75% of the available credits for the BREEAM 2011 Excellent Standard;
"Legacy Transformation Permission"	means the planning permission granted by the Olympic Delivery Authority with reference number 11/90313/VARODA;
"Old Ford Facility"	means the non potable water facility at Old Ford;
"Old Ford Study"	means a study into whether it would be feasible (both technically and financially) to supply the Development with non-potable water from the Old Ford Facility;
"Slot-In Permissions"	means any planning permissions granted for the carrying out of development related to or in substitution for the development authorised under the Legacy Transformation Permission.

1. BREEAM

1.1 The Developer covenants that it shall:

1.1.1 ensure that the Development achieves at least the Minimum BREEAM Score; and

1.1.2 use Reasonable Endeavours to achieve the Target BREEAM Score.

1.2 In relation to paragraph 1.1.1 of this Schedule 5 the Developer shall submit to the LPA evidence that a pre-assessment report has been prepared for submission to a BREEAM certification body indicating that the Development can achieve at least the Minimum BREEAM Score.

2. NON-POTABLE WATER SUPPLY

2.1 As soon as reasonably practicable following the date of this Agreement the Developer shall prepare and submit to the LPA for Approval the Old Ford Study.

2.2 In the event that the Approved Old Ford Study concludes that it is feasible to use the Old Ford Facility to serve the Development prior to the Re-Opening Date the Developer covenants to:

2.2.1 make and diligently pursue applications for all necessary consents required to supply the Development with non-potable water from the Old Ford Facility; and

2.2.2 subject to obtaining all such necessary consents, to carry out such works as are necessary to enable the connection of the Old Ford Facility to serve the Development.

- 2.3 In the event that the Approved Old Ford Study concludes that it is not feasible to use the Old Ford Facility to supply the Development with non-potable water or if the Developer has not been able to obtain all necessary consents referred to in paragraph 2.2.1 of this Schedule 5 then the Developer covenants to use Reasonable Endeavours to incorporate alternative measures to reduce potable water use including (but not limited to) rainwater harvesting, grey water recycling and local sewage treatment in such parts of the Development as are possible taking into account the feasibility of providing such alternative measures.

3. CONSTRUCTION MOVEMENTS BY RAIL AND WATER

- 3.1 The Developer shall use Reasonable Endeavours to transport aggregates, steel and other bulk construction materials to and from the Site by rail and/or water so that the Development and the development permitted by the Legacy Transformation Permission (including all Slot-In Permissions) have when taken together achieved a combined target of at least 50% of bulk construction materials by weight used in the construction or arising from the construction being transported by rail and/or water.

4. REDUCTION OF ENERGY DEMAND

- 4.1 The Developer shall use Reasonable Endeavours to encourage the main operator of the Development, any sub-operators and its tenant(s) and any sub-tenants of the Development to reduce their energy usage which shall include (without limitation):
- 4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
 - 4.1.2 the promotion of the use of energy efficient appliances; and
 - 4.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

SCHEDULE 6

COMPENSATORY HABITAT

DEFINITIONS

"BAP Habitat"	means the type and quality of space and features to support the priority habitats and species outlined in the Olympic Park Biodiversity Action Plan 2008;
"Compensatory Habitat"	the provision of in-channel wall mounted reed planters as illustrated in Appendix 13;
"Compensatory Habitat Area"	means the area shown coloured yellow on the plan attached at Appendix 14;
"Compensatory Habitat Scheme"	means a scheme for the maintenance of the Compensatory Habitat which shall include: <ol style="list-style-type: none">1. frequency of inspections to assess any damage to fixings, fixtures and planting;2. arrangements for the removal of debris;3. arrangement for the replacement of damaged or diseased planting;4. measures to manage in accordance with the Olympic Park BAP Habitat maintenance approved strategy;

1. COMPENSATORY HABITAT

- 1.1 Prior to the Re-Opening Date (and subject to obtaining all Requisite Consents) the Developer shall have:
- 1.1.1 provided not less than 152 metres of Compensatory Habitat within the Compensatory Habitat Area; and
 - 1.1.2 submitted to the LPA for Approval the Compensatory Habitat Scheme.
- 1.2 The Developer shall throughout the life of the Development maintain the Compensatory Habitat in accordance with the Compensatory Habitat Scheme.

SCHEDULE 7

COMMUNITY TRACK

DEFINITIONS

"Community Track" means the community track and club house and spectator stands which form part of the Planning Application.

1. ACCESS TO COMMUNITY TRACK

- 1.1 The Developer shall ensure that the Community Track is available for use by the general public, schools or community groups on not less than 250 days per calendar year.
- 1.2 The LPA and the Developer agree that the Developer may levy a charge(s) on the general public for access to, and use of, the Community Track **PROVIDED THAT** any such charge(s) shall be in line with the charges levied from time to time for access to other leisure facilities in the London Borough of Newham that are owned and/or operated by the London Borough of Newham.

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Common Seal of **LONDON LEGACY**)
DEVELOPMENT CORPORATION)

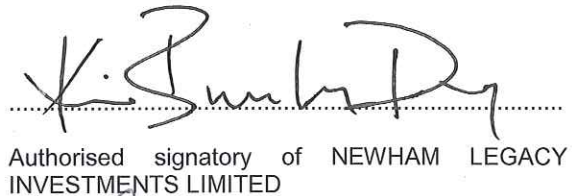
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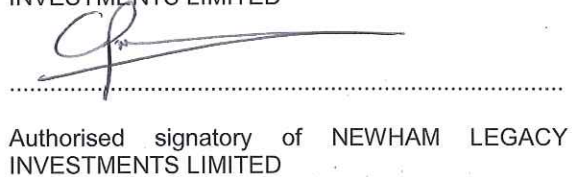

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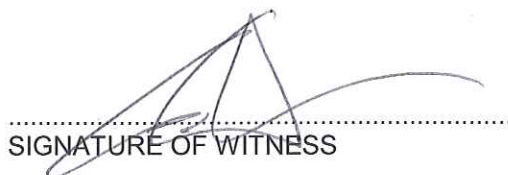


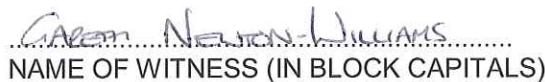
EXECUTED as a deed by **E20 STADIUM LLP**)
acting by Kim Bromley-Derry and Chris Pope)
duly authorised by **NEWHAM LEGACY**)
INVESTMENTS LIMITED to sign on its)
behalf as member of **E20 STADIUM LLP**)

in the presence of : -


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Authorised signatory of **NEWHAM LEGACY**
INVESTMENTS LIMITED


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Authorised signatory of **NEWHAM LEGACY**
INVESTMENTS LIMITED


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SIGNATURE OF WITNESS


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NAME OF WITNESS (IN BLOCK CAPITALS)


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ADDRESS OF WITNESS


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OCCUPATION OF WITNESS

APPENDIX 1

CALCULATION OF SUSTAINABLE TRANSPORT CONTRIBUTION

PART 1

Where a Full Event Day Travel Plan (Football Season) Monitoring Report shows that any of the Event Day Modal Split Targets have not been achieved the Sustainable Transport Contribution (S) shall be calculated by applying the following formula:

$$S = (A + B + C + D + E)$$

where:

A = the amount (if any) determined by reference to Column 2 of the table below which is in turn determined by reference to Column 1 of the table below which shows the number of percentage points (rounded up to the nearest tenth of a percentage point) by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type A (which is calculated by deducting the modal split for Event Type A that has been achieved during the relevant Football Season (as set out in the Stage Three FEDTP Monitoring Report or any subsequent Full Event Day Travel Plan (Football Season) Monitoring Report) from the Event Day Modal Split Target for Event Type A)

COLUMN 1 Number of percentage points by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type A	COLUMN 2 Amount
Less than 0.1% to 0.9%	0 (zero)
1% to 1.9%	£100,000
2% to 2.9%	£300,000
3% or greater	£400,000

B = the amount (if any) determined by reference to Column 2 of the table below which is in turn determined by reference to Column 1 of the table below which shows the number of percentage points (rounded up to the nearest tenth of a percentage point) by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type B (which is calculated by deducting the modal split for Event Type B that has been achieved during the relevant Football Season (as set out in the Stage Three FEDTP Monitoring Report or any subsequent Full Event Day Travel Plan (Football Season) Monitoring Report) from the Event Day Modal Split Target for Event Type B)

COLUMN 1 Number of percentage points by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type B	COLUMN 2 Amount
Less than 0.1% to 0.9%	0 (zero)
1% to 1.9%	£100,000
2% to 2.9%	£200,000
3% to 3.9%	£300,000
4% or greater	£400,000

C = the amount (if any) determined by reference to Column 2 of the table below which is in turn determined by reference to Column 1 of the table below which shows the number of percentage points (rounded up to the nearest tenth of a percentage point) by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type C (which is calculated by deducting the modal split for Event Type C that has been achieved during the relevant Football Season (as set out in the Stage Three FEDTP Monitoring Report or any subsequent Full Event Day Travel Plan (Football Season) Monitoring Report) from the Event Day Modal Split Target for Event Type C)

COLUMN 1 Number of percentage points by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type C	COLUMN 2 Amount
Less than 0.1% to 0.9%	0 (zero)
1% to 1.9%	£100,000
2% to 2.9%	£200,000
3% to 3.9%	£300,000
4% or greater	£400,000

D = the amount (if any) determined by reference to Column 2 of the table below which is in turn determined by reference to Column 1 of the table below which shows the number of percentage points (rounded up to the nearest tenth of a percentage point) by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type D (which is calculated by deducting the modal split for Event Type D that has been achieved during the relevant Football Season (as set out in the Stage Three FEDTP Monitoring Report or any subsequent Full Event Day Travel Plan (Football Season) Monitoring Report) from the Event Day Modal Split Target for Event Type D)

COLUMN 1 Number of percentage points by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type D	COLUMN 2 Amount
Less than 0.1% to 0.9%	0 (zero)
1% to 1.9%	£75,000
2% to 2.9%	£150,000
3% to 3.9%	£225,000
4% to 4.9%	£300,000
5% to 5.9%	£375,000
6% or greater	£400,000

E = the amount (if any) determined by reference to Column 2 of the table below which is in turn determined by reference to Column 1 of the table below which shows the number of percentage points (rounded up to the nearest tenth of a percentage point) by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type E (which is calculated by deducting the modal split for Event Type E that has been achieved during the relevant Football Season (as set out in the Stage Three FEDTP Monitoring Report or any subsequent Full Event Day Travel Plan (Football Season) Monitoring Report) from the Event Day Modal Split Target for Event Type E)

COLUMN 1 Number of percentage points by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type E	COLUMN 2 Amount
Less than 0.1% to 0.9%	0 (zero)
1% to 1.9%	£100,000
2% to 2.9%	£200,000
3% to 3.9%	£300,000
4% or greater	£400,000

PART 2

Where a Full Event Day Travel Plan (Non-Football Season) Monitoring Report shows that any of the Event Day Modal Split Targets have not been achieved the Sustainable Transport Contribution (S) shall be calculated by applying the following formula:

$$S = (A + B + C + D + E)$$

where:

A = the amount (if any) determined by reference to Column 2 of the table below which is in turn determined by reference to Column 1 of the table below which shows the number of percentage points (rounded up to the nearest tenth of a percentage point) by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type A (which is calculated by deducting the modal split for Event Type A that has been achieved during the relevant Non-Football Season (as set out in the Stage Three FEDTP Monitoring Report or any subsequent Full Event Day Travel Plan (Non-Football Season) Monitoring Report) from the Event Day Modal Split Target for Event Type A)

COLUMN 1 Number of percentage points by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type A	COLUMN 2 Amount
Less than 0.1% to 0.9%	0 (zero)
1% to 1.9%	£100,000
2% to 2.9%	£300,000
3% or greater	£400,000

B = the amount (if any) determined by reference to Column 2 of the table below which is in turn determined by reference to Column 1 of the table below which shows the number of percentage points (rounded up to the nearest tenth of a percentage point) by which the Developer has failed to achieve the Event Day Modal Split Target for Event Type B (which is calculated by deducting the modal split for Event Type B that has been achieved during the relevant Non-Football Season (as set out in the Stage Three FEDTP Monitoring Report or any subsequent Full Event Day Travel Plan (Non-Football Season) Monitoring Report) from the Event Day Modal Split Target for Event Type B)