

DATED 30 JANUARY 2015

E20 STADIUM LLP

(1)

AND

LONDON LEGACY DEVELOPMENT CORPORATION

(2)

AND

LONDON STADIUM 185 LIMITED

(3)

STADIUM PLUS OPERATOR AGREEMENT



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THIS AGREEMENT is dated30 JANUARY.....2015

BETWEEN

(1) **E20 STADIUM LLP** a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ ("**E20**");

(2) **LONDON LEGACY DEVELOPMENT CORPORATION** whose principal office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ ("**LLDC**");

and

(3) **LONDON STADIUM 185 LIMITED** (Registered in England No. 09359341) whose registered office is at 1 Park Row, Leeds, LS1 5AB ("**Operator**");

each a "**party**", together the "**parties**".

BACKGROUND

(A) E20 is a limited liability partnership incorporated on 6 July 2012 under the Limited Liability Partnerships Act 2000 with Newham Legacy Investments Limited and London Legacy Development Corporation as the initial members and who remain the sole members of E20 at the date of this Agreement.

(B) LLDC is a mayoral development corporation established by the Secretary of State under the Localism Act 2011.

(C) LLDC is the freeholder of the Queen Elizabeth Olympic Park including the Stadium Island and South Park.

(D) On 20 December 2013 LLDC granted to E20 a lease of the Stadium Island for a term from and including the date of the lease to and including 1 September 2125. LLDC has also licenced certain rights to E20 in respect of the South Park.

(E) By an advertisement dated 7 January 2014 in the Supplement to the Official Journal of the European Union, E20 and LLDC announced their desire to award a concession contract relating to the operation and exploitation of the Stadium and South Park pursuant to the Public Contracts Regulations 2006;

(F) E20 and LLDC have awarded the concession contract to the Operator and the Operator has agreed to provide the Services to E20 and make certain other commitments to LLDC in accordance with and on the terms of this Agreement. LLDC is a party to this Agreement as it takes joint and several liability for E20's obligations under this Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1 Definitions and Interpretation

1.1 This Agreement shall be interpreted in accordance with the provisions of Appendix 1 (Definitions and Drafting Conventions).

2 Commencement and Duration

2.1 Subject to Clause 2.2 below and the provisions for earlier termination set out in this Agreement, this Agreement shall come into force on the Commencement Date and shall

terminate automatically without notice at 23:59 hours on the day immediately prior to the twenty-fifth (25th) anniversary of the South Park Commencement Date.

- 2.2 Either party may terminate this Agreement on giving not less than thirty-six (36) months' prior written notice of termination to expire on the day immediately prior to the twentieth (20th) anniversary of the South Park Commencement Date.

3 Relationship of the Parties and Appointment

- 3.1 Subject to any provision of this Agreement expressly providing otherwise, the Parties agree that the obligations and liabilities of the entities comprising the Grantor for the performance of this Agreement shall be joint and several and further (subject to Clause 3.2) that:

- (a) any discharge by the Operator of its obligations under this Agreement to a Grantor; and
- (b) receipt by any entity comprising the Grantor of any payment by the Operator of sums due under this Agreement to a Grantor,

shall be deemed to be discharged and/or paid (as the case may be) to all entities comprising the Grantor, unless the Agreement specifies that the obligation or payment is due to a specific entity.

- 3.2 Subject always to Clauses 3.1 and 3.3, the Parties recognise that E20 is the primary Grantor and therefore unless LLDC notifies the Operator and E20 otherwise in writing:

- (a) all payments to the Grantor shall be made to E20;
- (b) all payments to the Operator shall be made by E20;
- (c) all communications between the Operator and the Grantor shall be with E20 on behalf of the Grantor;
- (d) all references to "E20" and "LLDC" (as the case may be) in this Agreement (including in the Recitals) shall be without prejudice to the joint and several liability of E20 and LLDC.

- 3.3 If E20 in any respect fails to make payment to the Operator as provided in this Agreement, then if:

- (a) the Operator has issued to E20 a written reminder of sums due to the Operator under this Agreement, copied to LLDC, requiring payment within five (5) Business Days;
- (b) E20 fails to pay within five (5) Business Days a sum referred to in the reminder issued pursuant to Clause 3.3(a) above;
- (c) the Operator notifies LLDC in writing that E20 has failed to pay sums due pursuant to this Clause,

LLDC shall, on behalf of the Grantor, itself pay to the Operator within five (5) Business Days of receipt of the Operator's notification pursuant to Clause 3.3(c) without any deduction or set off the amount due and payable by E20 referred to in the reminder issued pursuant to Clause 3.3(a) above.

- 3.4 In consideration of the Operator complying with its obligations under this Agreement, E20 hereby grants to the Operator the Opportunity.

- 3.5 The Operator acknowledges that the Services contracted for under this Agreement are provided for the benefit of the Grantor and the Primary Users.

- 3.6 The Operator is appointed as the agent of E20 under the Primary Usage Agreements, the

Naming Rights Agreement and any Staging Agreements (the "Services Agreements"). Subject to the remainder of this Clause 3, E20 shall remain the contractual counterparty for each of such agreements.

- 3.7 Subject to Clauses 3.10, 7.2 (Major Sporting Events) and 17.3 (Change Control Procedure), with effect from the Commencement Date, the Operator shall perform the obligations of E20 under each Primary Usage Agreement as further described in Schedule 16 (Responsibility Matrix), the Naming Rights Agreement and any Staging Agreements.
- 3.8 The Operator shall:
- (a) subject to Schedule 16 (Responsibility Matrix) be responsible for managing the Services Agreements, which shall include effective liaison and governance with the Primary Users and other counterparties and, without prejudice to Clause 3.9, using reasonable endeavours to procure that the Primary Users and other counterparties comply with their obligations under the Services Agreements;
 - (b) act in a professional manner and raise any material risks and issues under the Services Agreements promptly with E20 as soon as reasonably practicable after the Operator becomes aware of such risks and/or issues;
 - (c) advise on the implementation of mitigation strategies and/or workarounds arising out of any material risks or issues of which the Operator has become aware or ought reasonably to have become aware; and
 - (d) exercise as agent for E20 such of the E20's rights under the Services Agreements, and any rights that the Operator has under the Services Agreements as third party reasonably required for the fulfilment of this Agreement subject to such parameters or limits on authority as E20 may from time to time reasonably specify in writing.
- 3.9 Without prejudice to paragraph 10 of Schedule 3 (Receivables and Payment), E20 shall on behalf of the Grantor:
- (a) remain responsible for the obligations attributed to it under Schedule 16 (Responsibility Matrix);
 - (b) subject to
 - (i) the Operator performing its obligations in Clause 3.7;
 - (ii) the Operator demonstrating to E20 that the Operator has exhausted to a reasonable extent all reasonable avenues to the extent available for enforcing the Services Agreement; and
 - (iii) the Operator demonstrating its fulfilment of this Agreement will be materially impaired if the provisions of a Services Agreement is not enforced by E20,on the Operator's request, take all appropriate steps to exercise its rights and enforce its obligations under or in relation to the relevant Services Agreement and any guarantees, indemnities or other ancillary documents in relation to the relevant Services Agreement.
- 3.10 In the event that any amendments are made to a Primary Usage Agreement or any new Primary Usage Agreement is entered into after the Commencement Date, E20 shall notify the Operator prior to such amendments or new agreement being effective.
- 3.11 Such amended or new Primary Usage Agreements shall be deemed to be an approved Contract Change and the impact of such Contract Change shall be assessed and applied in accordance with the provisions of Schedule 9 (Change Control Procedure).
- 3.12 The Grantor shall appoint a representative (the "Grantor's Representative") and the Grantor's

Representative shall act on the Grantor's behalf in liaising with the Operator's Representative and the Operator on all aspects of the Opportunity and the Service.

- 3.13 The acts and omissions of the Grantor's Representative shall be binding on the Grantor save where the Grantor has notified the Operator that the Grantor's Representative's authority has been revoked. The Grantor shall promptly notify the Operator in writing of any change to the identity of the Grantor's Representative.
- 3.14 The Grantor's Representative may at any time and from time to time by notice in writing to the Operator delegate some of his or her functions and authorities under this Agreement to any person or persons as his or her delegate. Any such notice shall specify:
- (a) the date on which the delegation took place;
 - (b) the nature and extent of the delegation;
 - (c) any limitation on the function and/or authority so delegated; and
 - (d) the name of the delegate.
- 3.15 Following the issue of a notice by the Grantor's Representative pursuant to clause 3.14, the acts and omissions of the delegate shall be binding upon the Grantor as if that person was the agent of the Grantor in respect of those matters so delegated save where the Grantor has, pursuant to clause 3.13, notified the Operator that the Grantor's Representative's authority has been revoked; or the Grantor Representative has notified the Operator that the delegate's authority has been revoked.
- 3.16 The Operator shall appoint a representative (the "Operator's Representative") and the Operator's Representative shall act on the Operator's behalf in liaising with the Grantor's Representative and the Grantor on all aspects of the Opportunity and the Service.
- 3.17 The acts and omissions of the Operator's Representative shall be binding on the Operator save where the Operator has notified the Grantor that the Operator's Representative's authority has been revoked. The Operator shall promptly notify the Grantor in writing of any change to the identity of the Operator's Representative.
- 3.18 The Operator's Representative may at any time and from time to time by notice in writing to the Operator delegate some of his or her functions and authorities under this Agreement to any person or persons as his or her delegate. Any such notice shall specify:
- (a) the date on which the delegation took place;
 - (b) the nature and extent of the delegation;
 - (c) any limitation on the function and/or authority so delegated; and
 - (d) the name of the delegate.
- 3.19 Following the issue of a notice by the Operator's Representative pursuant to clause 3.18, the acts and omissions of the delegate shall be binding upon the Operator as if that person was the agent of the Operator in respect of those matters so delegated save where the Operator has, pursuant to clause 3.17, notified the Operator that the Grantor Representative's authority has been revoked; or the Operator Representative has notified the Grantor that the delegate's authority has been revoked.
- 3.20 *Local Government (Contracts) Act 1997*
- (a) The Operator and E20 hereby consent to the issue by LLDC of a certificate under section 3 of the Local Government (Contracts) Act 1997 in respect of this Agreement.
 - (b) The parties agree and acknowledge that they have consented to this Agreement

being a certified agreement within the meaning of section 2 of the Local Government (Contracts) Act 1997.

- (c) LLDC shall satisfy the certification requirements (within the meaning of section 3 of the Local Government (Contracts) Act 1997) within ten (10) Business Days of the Commencement Date.
- (d) The relevant discharge terms within the meaning of section 6 of the Local Government (Contracts) Act 1997 are set out in Clause 3.21.

3.21 In the event of the making of a determination by a court or final jurisdiction on an application for judicial review or audit review (within the meaning of the Local Government (Contracts) Act 1997) the result of which is that the participation by LLDC in this Agreement does not have effect or is otherwise unenforceable or that this Agreement does not have effect or is otherwise unenforceable, then:

- (a) in the event that only the participation by LLDC does not have effect or is otherwise unenforceable, E20 shall have twenty (20) Business Days to procure that LLDC (or a public sector body with equivalent financial standing to LLDC) grants to the Operator an unlimited guarantee, in such form as is agreed by the Operator (acting reasonably), or puts in place alternative arrangements reasonably acceptable to the Operator; and
- (b) failing which the Operator is entitled to give written notice to terminate this Agreement and the Operator shall be entitled to be paid by the Grantor the amount payable pursuant to and in accordance with Clause 34.1(a).

4 Due Diligence

4.1 The Operator has satisfied itself as to the risks, contingencies, costs and circumstances relating to the Opportunity and the performance of the Services and its other obligations under this Agreement before entering into this Agreement. The Operator will have no Claim against the Grantor (including for any additional charges or costs) or relief from any of its obligations under this Agreement in respect of (i) any risk, contingency or other circumstance known or reasonably identifiable (whether from information or material provided by the Grantor to the Operator or otherwise) prior to the Commencement Date or (ii) any assumption made by the Operator.

4.2 The Operator having been provided with copies shall be deemed to have full knowledge of the redacted draft ER2015 Agreement dated 12/08/2014, the redacted UKA Agreement, and the redacted WH Agreement as set out in Schedules 17 (Redacted WH Agreement), 18 (Redacted UKA Agreement) and 19 (Redacted Draft ER2015 Agreement). The Operator shall have no obligation to comply with provisions which have not been disclosed in Schedules 17 (Redacted WH Agreement), 18 (Redacted UKA Agreement), and 19 (Redacted Draft ER2015 Agreement), save to the extent such obligation is restated in this Agreement nor, as between the Operator and the Grantor, shall the Operator have any responsibility in respect of the effects of those provisions which have not been disclosed in Schedules 17 (Redacted WH Agreement), 18 (Redacted UKA Agreement), and 19 (Redacted Draft ER2015 Agreement) upon the performance of the Operator's other obligations under this Agreement.

5 Transformation Period

5.1 The Operator shall perform the tasks and by the dates set out in the Mobilisation Plan. The Operator shall propose any amendments to the Mobilisation Plan as may be required for approval by E20 (such approval not to be unreasonably withheld or delayed).

5.2 The Operator shall perform the Services during the Transformation Period in accordance with the Specification including as shall be required to perform fully the obligations of E20 to provide services for:

- (a) Newham London Run 2015 on the basis set out at paragraph 4.6 of Schedule 1

(Opportunity Parameters) or a replacement Event which shall be agreed by the Parties in accordance with Clause 5.2(d);

- (b) the London Grand Prix 2015 on the same or similar terms to the UKA Agreement;
- (c) the ER2015 in accordance with the terms of the ER2015 Agreement;
- (d) any other Event (including any replacement Events for the Events referred to in Clauses 5.2(a) and (b)) where the Grantor gives notice in writing to the Operator of the Event and the terms and conditions and nature of the Services to be provided not less than three (3) months prior to the date of the Event (or in the case of any replacement Events for the Events referred to in Clauses 5.2(a) and (b), such replacement Events as are agreed between the Parties), provided that the provision of services by the Operator for such Events shall be deemed to be a Contract Change and the impact of such Contract Change shall be assessed and applied in accordance with the provisions of Schedule 9 (Change Control Procedure),

(together the "Initial Stadium Events"), provided that E20, may at any time prior to the end of February 2015, notify the Operator in writing that any (or all) of the events referred to in Clauses 5.2(a) and/or 5.2(b) will not proceed and that the definition of Initial Stadium Events should be construed accordingly.

- 5.3 The Operator shall procure the grant of all Necessary Consents in good and sufficient time to permit the opening and operation of the Stadium for the Initial Stadium Events and the Estimated Opening Date. Upon the reasonable request by the Operator, the Grantor shall provide all reasonable assistance (including in relation to Clause 17.2 (Change Control Procedure)) to the Operator in procuring the grant of Necessary Consents.
- 5.4 E20 shall procure the carrying out and Completion of the Transformation Works and in doing so shall:
- (a) comply with and enforce by the commercial exercise of the terms of the Transformation Works Tier 1 Contract, in particular in relation to the Transformation Works being Completed before the Estimated Opening Date;
 - (b) not materially vary the Transformation Works without first consulting the Operator;
 - (c) permit the Operator to attend the commissioning and testing of the Transformation Works and otherwise familiarise itself with the facilities at the Stadium a reasonable time before the Initial Stadium Events;
 - (d) permit the Operator to have access to the Stadium to enable the Operator:
 - (i) to perform its obligations in relation to the Services for Initial Stadium Events;
 - (ii) to carry out and complete the fit out in accordance with Clause 11 (FF&E);
 - (iii) to prepare for the provision of the Services after the Transformation Period;
 - (e) not give notice that any Transformation Works have been Completed without first giving the Operator and any of its professional advisers a reasonable opportunity to inspect the relevant part of the Transformation Works and give its reasonable views on (and take into consideration) whether any aspect of the Transformation Works has not been met in determining whether or not the Transformation Works have been Completed, having particular regard to safety, operational and maintainability issues;
 - (f) ensure that any reasonable comments of the Operator made within a reasonable time are reflected in any snagging list and provide a copy of any snagging list to the Operator.
- 5.5 The Operator acknowledges that its engagement in the Transformation Works process will

enable it to plan appropriately to minimise any costs, expenses or liabilities it may incur if Completion is delayed, but that any delay to the Completion of the Transformation Works such that the Completion Date dates place after 31 July 2016 shall constitute an Excusing Event and shall entitle the Operator to claim from the Grantor in accordance with Clause 16 (Excusing Events).

- 5.6 The Grantor warrants that on or before (i) the Initial Stadium Event Period and (ii) the Stadium Opening Date it will make available the Stadium to the Operator in compliance with the applicable parts of Appendix D to Schedule 2 (Stadium Specification).
- 5.7 The Operator shall design and procure the fit out required by the Specification during the Transformation Period.
- 5.8 The Grantor shall during the Transformation Period:
- (a) arrange and invite representatives of the Operator to attend regular progress meetings;
 - (b) inform the Operator of the progress of the Transformation Works on a weekly basis and of any change to the likely Completion Date;
 - (c) invite the Operator to attend site meetings at the Stadium with Transformation Works Tier 1 Contractors on at least a monthly basis.
- 5.9 The Grantor shall procure that copies of all working and operating manuals relating to the Stadium and the Transformation Works are handed to the Operator promptly after the commissioning and testing of each element of the Transformation Works.
- 5.10 The Grantor shall procure that the Transformation Works Warranty is provided to the Operator on or before the Stadium Opening Date.
- 5.11 The Grantor and the Operator shall use their respective best endeavours to agree a binding transition protocol with WHHL in accordance with the terms of the WH Agreement.

6 Exploitation of the Opportunity

- 6.1 The Operator shall exploit the Opportunity in accordance with the terms of this Agreement and the Business Plan in order to maximise profit in respect of the Opportunity.
- 6.2 The Grantor grants the Operator the sole and exclusive right to:
- (a) promote, sell and manage Events within the Opportunity Parameters;
 - (b) exploit the Marketing Rights and the Pouring Rights;
- subject to any restrictions set out in this Agreement, provided that such rights shall not be exercised and no advertising, promotional or corporate material shall be displayed in the Stadium contrary to the terms of a Staging Agreement, or any Primary Usage Agreement or the Naming Rights Agreement (subject to Clause 17.3 (Change Control Procedure)).
- 6.3 Without prejudice to Clause 6.2, the Grantor may remove from the scope of the Opportunity and therefore remove from the definition of the Site and this Agreement any part of the South Park shaded in brown on the Operational Plan at Schedule 14 (Plans) on one or more occasions in accordance with the dates specified on the Operational Plan set out at Schedule 14 (Plans) (if any) in respect of such part, by means of issuing a Change Request pursuant to Schedule 9 (Change Control Procedure). The Parties agree that a Contract Change pursuant to this Clause 6.3 shall not result in a variation to the Operator Revenue Share or the Annual Covered Fixed Costs or a change to the termination thresholds set out in paragraph 8 of Schedule 3 (Receivables and Payment).
- 6.4 The provisions of paragraph 5 of Schedule 3 (Receivables and Payment) shall apply in

relation to the submission and agreement of the Business Plan.

6.5 The Operator shall:

- (a) not enter into an agreement for Pouring Rights, Confectionary and Snacks Rights, Other Rights or Marketing Rights for the Stadium or South Park for a term exceeding the Term without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed, but which may be subject to conditions;
- (b) ensure that all agreements for Pouring Rights, Confectionary and Snacks Rights, Other Rights or Marketing Rights contain:
 - (i) the counterparty's consent to novation of the agreement to the Grantor or a party nominated by the Grantor; and
 - (ii) a right of termination including, at the Grantor's option, a right to novation to the Grantor or a party nominated by the Grantor on termination of this Agreement;

unless otherwise agreed by the Grantor in writing, such agreement not to be unreasonably withheld or delayed, but which may be subject to conditions;

- (c) from the Commencement Date until the 1 April 2017 only, provide the Grantor with a copy of each agreement (or in the event that such agreement relates to other venues in addition to the Stadium, relevant extracts of such agreement) for Pouring Rights, Confectionary and Snacks Rights, Other Rights and Marketing Rights promptly after its completion;
- (d) prior to the Operator exercising its rights pursuant to paragraph 1.3b(ii) of Schedule 1 (Opportunity Parameters) to exploit any of the Remaining Rights on or after 1 April 2016 and before 1 April 2017, notify the Grantor of the proposed arrangements, whereby the Grantor is entitled, acting reasonably, within ten (10) Business Days to:
 - (i) require the Operator not to exercise such right (supplying its reasons); or
 - (ii) require that the provisions of paragraph 1.5 of Schedule 1 (Opportunity Parameters) apply;

in which case then to the extent that the Operator can demonstrate that any such requirement has had an impact on its opportunity to achieve revenue (and consequently the Net Commercial Revenues achieved) the parties, acting reasonably and in good faith, shall agree a proportionate variation to the termination thresholds set out paragraph 8 of Schedule 3 (Receivables and Payment) and to the Operator Revenue Share.

6.6 The Operator shall remove and cease to produce all advertising, promotional or corporate material used in relation to the Opportunity or the Services immediately upon it becoming aware of the infringement of any rights in respect of such advertising, promotional or corporate material.

6.7 Subject to Clauses 3.9 (Relationship of the Parties and Appointment), 6.8 and 16 (Excusing Events), the Operator acknowledges and agrees that as between the Operator and the Grantor it shall assume and be responsible for all risk in relation to all bookings for Events made by it, including in respect of cancellations.

6.8 Save where the Claim or liability arises as a result of an Excusing Event, or any act or omission of the Grantor or its contractors (of any tier), agents or employees, the Operator shall fully indemnify and keep indemnified the Grantor from and against all Claims, demands, costs, actions, proceedings and damages arising out of such bookings or cancellations.

6.9 The Grantor and the Operator shall from time to time discuss and consult with each other in

relation to the award of Naming Rights, Marketing Rights, Other Rights, Confectionary and Snacks Rights and Pouring Rights using reasonable endeavours and applying good faith to ensure that to a reasonable extent such rights (and their term) are coordinated with each other.

7 Major Sporting Events

7.1 The Grantor may require the Operator to host a Major Sporting Event at the Site not more than once every four (4) years in accordance with the provisions of this Clause 7 if a minimum of two (2) years prior notice is given to the Operator. The Grantor shall consult with the Operator as soon as reasonably practicable if it intends to host a Major Sporting Event and provide the Operator with a copy of all relevant provisions of any Staging Agreement.

7.2 Where the Grantor requires the Operator to host a Major Sporting Event in accordance with Clause 7.1:

(a) the Operator shall:

- (i) provide such of the Services (including any requirements in relation to provision of a Clean Stadium) as may be required by the Grantor by notice in writing to the Operator in accordance with the terms for the provision of those Services set out in the Staging Agreement;
- (ii) use its best endeavours to ensure that the Grantor is able to comply with the terms of the Staging Agreement in relation to the Stadium being free and clear from any and all Marketing Rights, Pouring Rights and any other third party right to conduct any commercial activity for the period of the Major Sporting Event and any reasonable period beforehand;
- (iii) co-operate fully with the international Governing Body responsible for the organisation and promotion of the Major Sporting Event with a view to ensuring the successful staging of the Major Sporting Event and the enhancing of the reputation of the Site as a location for such events in the future; and
- (iv) if requested by the Grantor provide the Stadium as a Clean Stadium; and

(b) the Grantor shall:

- (i) use reasonable endeavours to make the Operator a party to any negotiations the Grantor has for the hosting of a Major Sporting Event (including where applicable the negotiation of the Staging Agreement);
- (ii) use reasonable endeavours to procure that the Operator shall have the right to procure the provision of the Catering Services in relation to such Major Sporting Event;

without any adjustment to the Receivables, save that:

- (c) to the extent that the costs of complying with Clause 7.2(a) are not met by the relevant Staging Agreement or other forms of income which the Operator can reasonably expect to gain in relation the Major Sporting Event, the Grantor shall reimburse to the Operator such reasonable additional costs as it can demonstrate it has incurred as a result of providing the Services in Clause 7.2(a);
- (d) if the Major Sporting Event will last for more than four (4) consecutive weekends (including the set-up and breakdown period) all of which are outside the Athletics Window, the Grantor shall issue a Change Request pursuant to Schedule 9 (Change Control Procedure). If the parties, acting in good faith, are unable to agree the quantum of any such loss of revenue within fifteen (15) Business Days, the matter shall be dealt with in accordance with Clause 40 (Dispute Resolution Procedure).

7.3 The Operator agrees that any agreement between the Operator and a third party will permit the Grantor to provide the Stadium as a Clean Stadium where required by the Grantor for a Major Sporting Event.

8 Provision of the Services

8.1 The Operator shall throughout the Opportunity Period:

- (a) operate and exploit the Opportunity and provide the Services in accordance with and subject to the provisions of this Agreement, the Primary Usage Agreements, the Specification and the KPI Targets;
- (b) provide the Services efficiently;
- (c) ensure that the Opportunity is exploited, the Site is operated and the Services are provided in accordance with Good Industry Practice;
- (d) employ only persons with the required skill to provide the Services and provide training to such persons necessary to ensure they are capable of providing the Services;
- (e) perform and ensure that the Personnel perform the Services in such a way that does not interrupt or disrupt use of the Stadium by the Primary Users and does not prohibit the efficient and effective running of the Site;
- (f) at all times comply with and ensure that the Personnel comply with:
 - (i) Applicable Laws; and
 - (ii) the safety and security standards and procedures and codes of practice relating to the Site provided to the Operator in writing prior to the Initial Stadium Event Period and the Stadium Opening Date;
 - (iii) the Policies and any reasonable instructions and guidelines issued by the Grantor in writing from time to time; and
 - (iv) the Policies and Community Plans identified in Schedule 12 (Policies and Community Plans) to the extent such are the responsibility of the Operator.
- (g) seek to cultivate and maintain good relations with:
 - (i) the Primary Users and any other users of the Site; and
 - (ii) all customers and potential customers,in accordance with sound commercial principles and Good Industry Practice;
- (h) inform the Grantor as soon as practicable, giving details of the circumstances and likely duration, in the event it becomes aware of any event or circumstance (whether or not the event or circumstance is the result of any act or omission on the part of the Operator or its Personnel) which may materially prevent the Operator fulfilling any material obligation in accordance with this Agreement;
- (i) as soon as practicable, upon being notified or becoming aware of them, inform the Grantor of:
 - (i) all incidents and accidents relating to the performance of this Agreement which:
 - (A) are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;

- (B) involve members of the public, employees of the Grantor or any Primary User or any of their respective sub-contractors or employees; and/or
 - (C) may damage the reputation of or cause adverse publicity for the Grantor, the Site or any of the Primary Users; and
 - (ii) any Claims or proceedings made or threatened by any individual in relation to the Site or the Services;
- 8.2 The Operator acknowledges and agrees that, subject to Clause 16 (Excusing Events), no actions by or on behalf of the Grantor (including any approval given by the Grantor) in the proper exercise of its rights under this Agreement will in any way lessen the Operator's responsibility for ensuring that the Services and the exploitation of the Opportunity are at all times carried out in a manner which fully complies with all the terms and conditions of this Agreement, unless the Operator has informed the Grantor in advance that its exercise of its rights in instructing the Operator to carry out an activity will materially adversely affect the Operator's ability to comply with its obligations under this Agreement and has recommended mitigating action.

9 Life Cycle

- 9.1 Subject to the Operator maintaining the Lifecycle Elements in good repair and condition with a view to achieving the life expectancies set out in the Lifecycle Replacement Plan to be developed and agreed by the parties pursuant to paragraphs 12.2.1 and 12.2.2 of the Specification, and subject to the Operator's obligations under paragraph 12.2.4 of the Specification, the Grantor shall undertake the Lifecycle Replacement Activities in accordance with the Lifecycle Replacement Plan agreed from time to time by the Grantor and the Operator pursuant to paragraph 12 of the Specification.

10 The Site

- 10.1 Until such time as the Stadium Island Underlease is granted and the Community Track Underlease is granted to the Operator, E20 grants to the Operator a non-exclusive licence to occupy the Site and the premises to be demised by each Underlease for the purposes envisaged by this Agreement for the purposes of fulfilling the Operator's obligations under this Agreement and exploiting the Opportunity and provided that the licence hereby granted shall terminate upon grant of the Underleases or termination of this Agreement (whichever is the earlier).

- 10.2 E20 shall:

- (a) complete the Deed of Variation of Lease on or before the Underlease Execution Date (and provide the Operator with a certified copy of such deed); and
- (b) grant to the Operator and the Operator shall accept:
 - (i) the Stadium Island Underlease; and
 - (ii) the Community Track Underlease;

and E20 and the Operator shall duly execute the original and the counterpart respectively and deliver the one to the other. The completion of each of the Underleases will take place on or before the relevant Underlease Execution Date at the offices of E20 and only after completion of the Deed of Variation of Lease.

- 10.3 In the event of the forfeiture of:

- (a) the Stadium Island Lease LLDC shall grant to the Operator and the Operator shall accept a lease of the Stadium Island for the remainder of the term of the Stadium Island Underlease from the date of the forfeiture with the same rights and

reservations but subject to the same covenants and conditions as the Stadium Island Underlease;

- (b) the Community Track Lease LLDC shall grant to the Operator and the Operator shall accept a lease of the Community Track for the remainder of the term of the Community Track Underlease from the date of the forfeiture subject to the same covenants and conditions as the Community Track Underlease;

but in either case with the deletion of reference to the Head Lease as therein defined and such further amendments as may be required to ensure that the lease is granted subject to but with the rights and reservations contained in the Stadium Island Lease or the Community Track Lease as the case may be and the Operator shall continue to be entitled to possession of the Stadium Island or the Community Track as the case may be until such time as the lease is granted.

10.4 E20 grants the Ancillary Rights to the Operator from the South Park Commencement Date.

10.5 The Operator shall accept E20's title to grant the Community Track Underlease, the Stadium Island Underlease or, in the event that Clause 10.3(a) or 10.3(b) applies LLDC's title to grant a lease of the Stadium Island and/or the Community Track, and E20's title to grant the Ancillary Rights and shall not raise any requisition in relation to E20's title save that the Operator shall be entitled to an Excusing Event in the event that:

- (a) any bridge, footpath or roadway giving access:

- (i) over or through the Site; or
- (ii) to or from the Site to the adopted highway,

is closed suspended or access otherwise restricted (in part or in whole), and the Grantor has not pursuant to Clause 10.9 provided a reasonably adequate alternative means of access;

- (b) the carrying out of works by a Site Utility Supplier pursuant to a licence, easement or lease to which the Site is subject which has not been created or granted by the Operator and which prevents or hinders the use or occupation of Stadium Island and or the Community Track and or South Park;

- (c) in respect of South Park only the occurrence of a South Park Adverse Right,

and only to the extent that the relevant event outlined in Clauses 10.5(a) to (c) above:

- (i) has arisen despite the Operator using its reasonable endeavours (and demonstrating to the Grantor that it has used such endeavours) to make reasonable enquiries relating to any operational risks that might arise from:

- (A) any South Park Adverse Rights of which it reasonably ought to have been aware of; or

- (B) from any Title Matter which a responsible operator might reasonably consider would arise under the Title Matters,

and which are reasonably likely to affect the fulfilment of the Agreement and exploitation of the Opportunity (the Grantor agreeing to use all reasonable endeavours to respond to the Operator's reasonable enquiries regarding the Site), and to manage such risk to mitigate its potential impact as an Excusing Event in accordance with Clause 16.6 provided always that any failure of the Operator to have made enquiries where having made such enquiries would not have prevented or mitigated the relevant event in question will not prevent such event being an Excusing Event; and

- (ii) has not arisen as a result of an event of Force Majeure or a breach by the Operator of the terms of this Agreement or any Underlease to which it is a party;

and the provisions of Clause 16 (Excusing Events) (including the Operator's obligations pursuant to Clause 16.6) shall apply.

10.6 Subject to Clauses 10.5 and 10.7, save to the extent that the same are extinguished or overridden by the exercise of statutory powers the Ancillary Rights, the LMT Agreement, the Community Track Underlease, and the Stadium Underlease shall be granted subject to and where appropriate with the benefit of the Title Matters:

- (a) all matters capable of registration as local land charges or otherwise whether registered or not;
- (b) all notices served and demands proposals requirements agreements or orders made by or (as the case may be) with any competent authority whether before or after the date of this Agreement;
- (c) all unregistered interests which override registered dispositions set out in schedule 3 to the Land Registration Act 2002 and any overriding interests as defined in section 70(1) of the Land Registration Act 1925 which retain their overriding status in respect of registered dispositions under schedule 12 to the Land Registration Act 2002;
- (d) all matters discoverable by inspection all agreements charges conditions directions notices orders proposals restrictions and other matters arising under the Planning Acts or any other legislation whether before or after the date of this Agreement;
- (e) all outgoing easements encumbrances liabilities privileges profits and public or private rights including any poles pylons stays and overhead or underground cables drains sewers pipes culverts and other service media and any wayleaves affecting the premises (subject always to the provisions of Clauses 10.5 and 10.7 the subject of the relevant Underlease);
- (f) all matters (other than monetary charges or encumbrances) disclosed by the Grantor to the Operator before the date of this Agreement or which would have been disclosed by searches and enquiries which a prudent purchaser would make before entering into this Agreement;
- (g) anything which the Grantor does not and could not reasonably know about.

10.7 Subject to Schedule 3 (Receivables and Payment), the Operator shall:

- (a) pay all present and future Outgoings assessed, charged or imposed on, or payable in respect of the Site or assessed, charged or imposed on, or payable by the owner or occupier of the Site relating to the Opportunity Period except where such Outgoings:
 - (i) are the responsibility of the tenant under a WHHL Lease;
 - (ii) relate to charges and expenditure in relation to the use maintenance and upkeep of the bridges at or adjoining the Site;
 - (iii) comprise charges and expenditure relating to use of maintenance of the unadopted access roads and footpaths at the Site or that connect the Site to the adopted Highway;
 - (iv) are charges raised by or payable to Canal and River Trust (and its successors in title) of the canals and bridges at or adjoining the Site; or
 - (v) are business rates relating to the Site (which shall be payable by the Grantor);

- (b) pay all charges for the supply to and consumption of water, gas and electricity and all charges for telecommunications (including equipment rents) and observe and perform all regulations of the supply authorities (subject to the provisions of Clauses 10.5 and 10.7) relating to the Opportunity Period except:
 - (i) where such charges are the responsibility of the tenant under the WHHL Lease; or
 - (ii) In relation to South Park where the Operator is only responsible for the charges and the observing and performing all regulations of the supply authorities in relation to the Kiosks and that part of South Park utilised by the Operator pursuant to this Agreement;
- (c) where such charges as are referred to in Clause 10.7(a) are made in relation to the Site and other properties or upon the owner or occupier of the Site and other properties, pay the supplier (whether that be the Grantor or a third party) and indemnify the Grantor against the proportion of those charges properly attributable to the Site or their owners or occupiers except where such charges are the responsibility of the tenant under a WHHL Lease;
- (d) if it requires special services from the Metropolitan Police Authority, enter into negotiations with the Metropolitan Police Authority and enter into such Special Services Agreements and documents as may be required by the Operator in relation to the operation of the Site or any Primary Usage Agreement;
- (e) observe and perform all of the Applicable Leasehold Covenants in so far as they relate to the Services;
- (f) observe and perform all of the conditions covenants and stipulations on the part of E20 contained in the Primary Usage Agreements and E20 or LLDC contained in the Planning Conditions which in each case are the responsibility of the Operator under Schedule 16 (Responsibility Matrix):
 - (i) in so far as they relate to the Services; and/or
 - (ii) in order that UKA, WHHL or the Club may hold Events at the Stadium on the Stadium Event Days identified in the Stadium Calendar in accordance with the terms of the UKA Agreement or the WH Agreement as the case may be;
- (g) not run organise or allow to be held any Event at the Site, or perform the Services or otherwise exploit the Opportunity in a way, which:
 - (i) may damage the reputation of or cause adverse publicity for the Grantor; or
 - (ii) is in breach of Planning Conditions which are the responsibility of the Operator under Schedule 16 (Responsibility Matrix); or
 - (iii) is in breach of the terms or conditions of any other Necessary Consents;
- (h) co-operate with the Grantor in securing the implementation of measures at the Operator's expense (except where such measures require alterations to the Stadium or the physical infrastructure of South Park) to encourage greater travel by walking or cycling to the Stadium;
- (i) not exploit the Opportunity or provide or market the Services in such a manner as will put E20 in breach of any of the conditions covenants and stipulations on the part of E20 contained in a Primary Usage Agreement or the Naming Rights Agreement where such terms have been notified to the Operator in writing;
- (j) ensure that the Services and the Events are operated in a safe manner and keep the Site safe and secure from all unauthorised persons;

- (k) not to renew replace add to or improve any of the Lifecycle Elements without the prior approval of the Grantor in writing, such consent not to be unreasonably withheld or delayed;
 - (l) not put up erect or alter any building or other structure on South Park without the prior approval in writing of E20 (such approval not to be unreasonably withheld or delayed in the case of a structure to be dismantled within twenty eight (28) days of its erection and the site of its erection reinstated and made good to the reasonable satisfaction of E20);
 - (m) transport all waste materials produced and resulting from the provision of the Services or the holding of the Events to such areas outside the Site in the manner and along such reasonable routes as E20 may designate from time to time, and comply with the Producer Responsibility (Packaging Waste) Regulations 1997. For the avoidance of doubt, the Operator shall be fully responsible for the disposal in a suitable container of all liquid waste arising from the provision and/or sale of food and drink, such containers to be provided by the Operator;
 - (n) procure that its Personnel and any sub-contractor or third party appointed by the Operator shall not do, cause, or carry out any act or omission which would breach the terms and/or conditions of this Agreement, or any Necessary Consent;
 - (o) ensure that it shall not, without E20's consent, install any electrical or other equipment in the Site that causes electrical or other interference to television radio telecommunications or other equipment;
 - (p) use its reasonable endeavours to prevent, so far as is reasonably practicable, any Ambush Marketing in or at the Site or in relation to the Naming Rights;
 - (q) co-operate with the Grantor, as reasonably required, to facilitate the development works for the Legatum Academy, save that the Operator shall not be obliged to incur any material cost in relation to such co-operation unless otherwise agreed in writing with the Grantor (in which case the costs in doing so shall be treated as additional Event Costs for the purposes of Schedule 3 (Receivables and Payment) with a corresponding adjustment made to the Net Commercial Revenues in respect of such additional Event Costs).
- 10.8 Subject to Clause 30 (Liability) and Schedule 16 (Responsibility Matrix), the Operator shall indemnify and keep indemnified the Grantor against all costs, Claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of the Clauses 10.7(e) and (f) by the Operator, its employees, agents and/or sub-contractors.
- 10.9 E20 shall, and shall procure that LLDC shall, perform their respective obligations as tenant and landlord under the Community Track Lease and the Stadium Island Lease (save to the extent the Operator is required to observe and perform the Applicable Leasehold Covenants pursuant to Clause 10.7(e)) in a manner that does not prevent or hinder the Operator in performing its obligations under this Agreement or exploiting the Opportunity.
- 10.10 E20 and LLDC shall use all reasonable endeavours promptly to facilitate and procure at their own cost alternative means of access to and from the Site to the adopted highway in relation to any access routes in existence at the Commencement Date that are suspended or otherwise cannot be used or in respect of which the owner imposes unreasonable charges for use and provided that:
- (a) such alternative access routes are capable of discharging so far as reasonably possible no lesser density flow of vehicles and pedestrians as enjoyed at the Commencement Date by the Site;
 - (b) such alternative routes are no less commodious or practicable; and
 - (c) the use of such alternative routes provided by the Grantor will be at no cost or charge

to the Operator.

- 10.11 The Grantor shall not object to the noting of the Ancillary Rights against the registered title of South Park and shall provide reasonable assistance in answering any Land Registry requisitions relating thereto.
- 10.12 Nothing in this Agreement nor in the Underleases shall require the Operator to remediate any Hazardous Material (as that term is defined in the Stadium Island Lease) existing at or in or under the Site as at the Commencement Date or that migrates or spills from any adjoining land onto or into the premises demised by the Underleases unless and to the extent that it arises from the Operator's breach of this Agreement ("**Contamination**").
- 10.13 To the extent the Operator is required to observe or comply with any legally binding directions requirements or notices issued by a competent authority pursuant to Environmental Law (as that term is defined in the Stadium Island Lease) relating to Contamination or required at law to remediate Contamination then the cost of so doing shall be entirely borne by E20 who hereby indemnifies the Operator from all cost expense liability and damage resulting therefrom.

11 **FF&E**

- 11.1 The Grantor shall provide the Operator with the Grantor's FF&E.
- 11.2 The Operator shall provide and install:
- (a) the ICT and catering fit out as required by the Specification;
 - (b) the Connected Stadium Requirements;
 - (c) the Facial Recognition Technology Requirements;
 - (d) the hospitality FF&E as required by the Specification or as otherwise reasonably required by the Grantor (the "**Hospitality FF&E**"), except that the cost of such Hospitality FF&E shall not exceed [REDACTED] and shall be subject to Clause 11.3 below; and
 - (e) all the FF&E required for the Stadium; the provision of the Services other than the Grantor's FF&E or the fulfilment of the Agreement as identified by the Operator in accordance with this Agreement, applying Good Industry Practice and demonstrating good value for money.
- 11.3 The Operator shall discuss and agree with the Grantor the Operator's proposed inventory for expenditure in relation to Hospitality FF&E pursuant to Clause 11.2(d) above, prior to purchasing or otherwise incurring any material expenditure in relation to Hospitality FF&E.
- 11.4 Full and equitable title in all FF&E (other than the Operator's FF&E and the Caterer's FF&E) located on the Site will vest in E20 (unless E20 has notified the Operator in writing that any FF&E located in South Park is to be vested in LLDC) and upon such installation being effective any FF&E shall be deemed to be Grantor's FF&E from such date.
- 11.5 The Grantor's FF&E will at all times remain the property of the Grantor and full legal and equitable title therein will remain with the Grantor at all times and all such FF&E is being made available to the Operator on the terms of this Agreement.
- 11.6 The Operator shall:
- (a) procure the maintenance of the FF&E necessary for the fulfilment of its obligations under this Agreement and shall provide a maintenance service as indicated in the Specification so as to fully maintain the FF&E;
 - (b) comply with the reasonable security requirements of the Grantor;

- (c) put and keep the FF&E, in safe, good and serviceable repair and condition, fair wear and tear excepted, in accordance (where applicable) with all Applicable Laws and in such condition and appearance as is commensurate with the proper performance of this Agreement;
 - (d) provide the Grantor with information relating to the location, use, operation and maintenance of the FF&E as the Grantor may, from time to time, reasonably require and shall at all reasonable times permit the Grantor access to all FF&E and to inspect the same;
 - (e) subject to Clause 9.1 (Life Cycle), replace any FF&E requiring replacement and full legal and equitable title in any replacement FF&E located on the Site will vest in E20 (unless E20 has notified the Operator in writing that any FF&E located in South Park is to be vested in LLDC);
 - (f) ensure that the FF&E is used for the purpose for which the relevant FF&E was constructed, designed and/or modified and is not loaded or utilised in excess of the maximum legal or recommended weights or other loads relating to such FF&E.
- 11.7 The Operator agrees that it shall not do any act or thing that would put E20 in material breach of the redacted Retractable Seating Agreement.
- 11.8 In the event that the Operator intends to enter into any lease or other rental agreement or arrangement for the supply of any FF&E which is material to the provision of the Services, the Operator shall procure that the relevant lease or other agreement proposed to be entered into between the Operator and any third party hirer or supplier will include a novation clause allowing the relevant lease or other agreement to be novated on demand, without charge, to E20 or any New Operator (but with no obligation on E20 or any New Operator to take such novation) in the event of any termination or expiry of this Agreement, howsoever caused.
- 12 Utilities**
- 12.1 The Grantor shall procure the provision of heating services to the Stadium pursuant to the CCHP Agreement or such other agreement entered into for the provision of heating to the Stadium from time to time subject to:
- (a) the Operator entering into a Supply Agreement and paying for the provision of such services in accordance with Clause 10 (The Site) from the Completion Date;
 - (b) interruptions to the supply of such services to the Stadium due to the repair, replacement, alteration, renewal, inspection, and maintenance of the network through which such services are provided, subject (except in the case of the emergency) to the Grantor giving the Operator reasonable prior notice of such interruption;
 - (c) interruptions of the supply of services to the Stadium caused by a Force Majeure Event.
- 12.2 The Operator must:
- (a) connect to the heating services provided by the H&C Network or such other network nominated by the Grantor from time to time in respect of any heating services for the Stadium;
 - (b) not install any central heating in the Stadium;
 - (c) not install a co-generation plant in the Stadium or South Park;
 - (d) not suspend the provision of energy services to any Primary User in any part of the Stadium for any reason including, without prejudice to the generality of the foregoing, non-payment of monies by the Primary User;

- (e) not connect to a combined cooling and heating network other than the H&C Network or such other network nominated by the Grantor from time to time;

12.3 The requirements in Clause 12.2 are subject to the following exceptions:

- (a) the provision of heating or hot water not connected to the secondary heating network that does not exceed a capacity of 50 kW;
- (b) the provision of frost and condensation protection to plantrooms, switchrooms, motor rooms and for any trace heating;
- (c) the provision of heating or hot water to any temporary buildings that are used for construction purposes or to any construction accommodation, which means any structure installed on Site and occupied as part of the construction process which is intended to be removed when construction ceases, including, without limitation, site offices, canteens and mess rooms, drying and changing rooms, storage rooms, rest rooms, wash rooms and toilets;
- (d) the provision of heating or hot water where such provision is dangerous and the Operator can demonstrate to the reasonable satisfaction of the provider that the provision of heating or hot water is dangerous;
- (e) temporary events (which are events of less than six (6) months duration per year where the event accommodation requiring heating will be removed within seven (7) months). Events lasting more than six (6) months or where the accommodation requiring heating will not be removed within seven (7) months, to be reviewed by the parties on a case by case basis as to whether these should also be exempt from Clause 12.2; and
- (f) space specifically designed to accommodate Private Mobile Radio ("PMR") and cellular telecommunications service provider equipment (regardless of whether it is internal or external to a building).

12.4 The Operator further undertakes with the Grantor that it shall give Cofely, its employees, servants, agents and sub-contractors, free, safe and uninterrupted access to those parts of the Site necessary to ensure that Cofely, its employees, servants, agents and sub-contractors have safe and uninterrupted access to the Plant Room and the Meter and Metering Equipment subject to Cofely complying with the Operator's reasonable and relevant site rules and health and safety obligations:

- (a) at all reasonable times for any purpose in connection of the Meter or Metering Equipment, including reading, inspecting, repairing, exchanged, installing, isolating or removing any part of the Metering Equipment;
- (b) at any time where an emergency may exist in connection with the provision of the Energy Services;
- (c) at any time for any purpose required by any relevant legislation; or
- (d) for any purpose in connection with the undertaking of the works associated with the provision of the connection.

12.5 The Operator shall provide the Grantor with any such information as LLDC is required to provide the Energy Company pursuant to the Connection Agreement, including such information so to enable the Energy Company to verify the amount of the Energy Services consumed by the Operator.

12.6 The Operator shall not interfere with, damage or attempt to remove any part of the Metering Equipment or any such other apparatus.

12.7 The Operator must notify the Grantor as soon as possible if it believes any Metering

Equipment is damaged or destroyed or if anyone other than the Energy Company or its agents interferes with or removes any Metering Equipment. The Operator is responsible for any damage to the Metering Equipment and the cost of any associated repair or replacement arising by reason of any breach by the Operator of this Agreement or any deliberate act, or omission of the Operator.

- 12.8 The Operator acknowledges that the losses which may be suffered by the Grantor and/or by Cofely (including Indirect Losses (as defined in, and in connection with clause 3.5 of, the CCHP Agreement) to the extent these are recoverable by Cofely under the terms of the CCHP Agreement), in the event of a failure by the Operator to perform and observe the terms of this Clause 12 are in the contemplation of the Operator and shall not be excluded by Clause 30.2 (liability), and provided that, in the case of clause 3.5 of the CCHP Agreement, the Operator's liability in connection therewith shall be limited to the CCHP Cap .
- 12.9 The Operator shall connect into an electricity network in accordance with and subject to such reasonable requirements and conditions as the Grantor, the network provider and the electricity supplier shall specify from time to time and subject to the Operator paying the relevant connection charges.
- 12.10 The Operator is to indemnify the Grantor in relation to any breach of this Clause but the Grantor is to take reasonable steps to mitigate the extent of its liability.
- 12.11 The Grantor shall as soon as reasonably practicable provide the Operator with copies of any notices relating to the Supply Agreement served on LLDC under the Connection Agreement.
- 12.12 In Clauses 12.4, 12.5, 12.6 and 12.7 capitalised terms which are not defined in this Agreement shall have the same meanings as have been given to them in the Connection Agreement.

13 Event Calendar

- 13.1 The Operator shall determine the Event Calendar in accordance with the Opportunity Parameters, and perform all the obligations on the part of E20 contained in the Primary Usage Agreements in relation to the Event Calendar.
- 13.2 The Operator will notify the Grantor promptly of the Event Calendar and any amendments to the Event Calendar as soon as reasonably practicable.
- 13.3 The Operator acknowledges and agrees that the Operator may only promote sell or manage an Event at the Stadium on a date which does not conflict with any other Event contained in the Event Calendar or otherwise provided for in this Agreement or the Primary Usage Agreements.
- 13.4 The Operator shall organise and coordinate a quarterly meeting to discuss the Event Calendar, and the Grantor shall be entitled to send an authorised representative to attend each such meeting.
- 13.5 The Operator shall make the Stadium or the Community Track, as applicable, available to UKA, London Borough of Newham or WHHL and the Club as required by the Event Calendar in the condition and the format required by the terms of the UKA Agreement or the WH Agreement as the case may be.
- 13.6 The Operator shall ensure that Events promoted sold or managed by the Operator are organised so as not to prejudice the Event Calendar.

14 KPIs

- 14.1 The Operator shall:
- (a) perform the Services in accordance with or in excess of the KPI Targets and comply with the provisions of Appendix C (KPIs) of Schedule 2 (Services Specification); and

- (b) comply with its performance reporting obligations set out in paragraph 8 of Appendix C (KPIs) of Schedule 2 (Services Specification).

15 Monitoring and Quality

15.1 The Operator shall:

- (a) keep appropriate documents and records (including incident records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received) in relation to the Opportunity;
- (b) provide to the Grantor such supporting documentation as the Grantor may reasonably require in order to verify the level of the performance of the Operator and the calculation of the amount of Service Credits for any specified period; and
- (c) ensure that any report or summary produced in accordance with this Agreement and any variation or amendment thereto and that any other document or record reasonably required by the Grantor shall be available for inspection by the Grantor and/or its nominee at reasonable times and on reasonable notice and the Grantor and/or its nominee may make copies of any such records and documents.

15.2 The Grantor and/or any representative of the Grantor, may at all times on giving reasonable notice to the Operator enter the Site, to inspect the Site and the provision of the Services including all associated data and documents and to monitor compliance with this Agreement and Applicable Laws by the Operator. The Grantor agrees that in undertaking any inspection or monitoring pursuant to this Clause 15.2 it shall comply with all reasonable and relevant safety and security standards and procedures and codes of practice relating to the Site and notified in advance to the Grantor.

15.3 The Grantor shall have the right from time to time at its own cost to conduct an audit of the Operator's records, operations and facilities and its financial, quality, environmental and health and safety procedures and systems to ensure that the Operator has the appropriate equipment, facilities, procedures, systems and Personnel appropriate to and as may be required for the Operator to exploit the Opportunity and perform the Services in accordance with this Agreement and for that purpose shall be entitled to have access to the Site during Normal Working Hours on giving reasonable notice to the Operator for that purpose.

15.4 The Operator shall supply to the Grantor's Representative or any adviser of the Grantor visiting any of the Site pursuant to this Clause 15 such information in respect of the Services as may reasonably be required by such person in the exercise of the Grantor's rights pursuant to this Agreement.

15.5 The Operator shall allow access at the Site at all reasonable times on reasonable notice to the Grantor and its auditors and its authorised representatives (such authorised representatives to be approved by the Operator (such approval not to be unreasonably withheld or delayed)) to examine all such books, accounts and manual records of the Operator that may relate to the provision of the Services, the exploitation of the Opportunity and/or this Agreement. The Grantor shall bear its own costs in relation to such examination.

15.6 The Operator shall provide a draft plan (a draft "Quality Plan") to the Grantor in respect of the standards for the performance of the Service no later than 28 February 2016. Following issue of such draft Quality Plan, the parties shall meet to agree the contents of the Quality Plan and make such changes to the Quality Plan as the parties, acting reasonably consider necessary. The Operator shall then issue the Quality Plan in final form promptly after such meeting.

15.7 To the extent that the Grantor or a Primary User imposes additional requirements or obligations beyond those set out in this Agreement including the final Quality Plan, the incorporation of such requirements into this Agreement shall be subject to Schedule 9 (Change Control Procedure).

16 Excusing Events

- 16.1 The Operator's non-performance of its obligations under this Agreement shall only be excused to the extent that:
- (a) the Operator's non-performance results from an Excusing Event;
 - (b) the Operator provides the Grantor with notice, in writing, as soon as reasonably practicable but in any event within ten (10) Business Days of becoming aware of the Excusing Event, that such Excusing Event has caused, or may cause, the Operator to fail to perform its obligations; and
 - (c) the Excusing Event has not occurred as a result of any act or omission of the Operator;
 - (d) the Operator has (if applicable) performed its obligations to the extent reasonably possible, notwithstanding the failure by the Grantor to otherwise mitigate the consequences of such failure.
- 16.2 Notwithstanding any provision to the contrary, if the Operator (or its agents, employees or Subcontractors (of any tier)) are unable to meet any dates set out in this Agreement or the Schedules or any KPI Target or perform any of its obligations as a result of an Excusing Event then:
- (a) any dates for performance of the Services will be extended by a reasonable amount of time;
 - (b) to the extent that they would have been met but for the Excusing Event, the Operator shall have no liability for failing to meet a KPI Target or performance of its obligations.
 - (c) to the extent the termination provisions would not have been triggered but for the Excusing Event, the Grantor shall not be entitled to exercise its rights of termination under Clause 32.3 (Termination).
- 16.3 Notwithstanding any provision to the contrary, to the extent that the Operator (or its agents, employees or Subcontractors (of any tier)) reasonably incurs costs or loses revenue as a direct result of the occurrence of any of the Excusing Events then, (without prejudice to Clause 5.5 (Transformation Period)), in addition to the entitlement to relief under Clause 16.2 above, the Operator shall, subject to Clause 30.2 (Liability), and by way of sole and exclusive remedy, be entitled to claim compensation in accordance with the procedure set out in Clause 16.4.
- 16.4 Without prejudice to Schedule 9 (Change Procedure) to claim compensation under Clause 16.3, the Operator shall:
- (a) as soon as practicable, and in any event within ten (10) Business Days after it becomes aware that the Excusing Event has caused or is likely to cause the Operator to incur costs or lose revenue, give to the Grantor a notice of its Claim for payment of compensation, by adjustment to the affected Net Commercial Revenues or the Annual Covered Fixed Costs;
 - (b) within ten (10) Business Days of receipt by the Grantor of the notice referred to in Clause 16.4(a), give full details of the relevant Excusing Event and costs and/or loss of revenue Claims and/or adjustment to Net Commercial Revenues;
 - (c) demonstrate to the reasonable satisfaction of the Grantor that the Excusing Event was the direct cause of the costs incurred/or loss of revenue.
- 16.5 The compensation payable to the Operator pursuant to Clauses 16.3 and 16.4 shall be paid either through a reduction of the Grantor Net Commercial Revenues Payment and/or payments in respect of the Annual Covered Fixed Costs for the Financial Year in which the

relevant Excusing Event occurs or by the Grantor making an allowance pursuant to Schedule 3 (Receivables and Payment).

- 16.6 The Operator shall use reasonable efforts to mitigate the effects of such Excusing Event. The Operator shall not be granted the relief set out in Clause 16.2 to the extent that the Operator could have avoided the effect of the Excusing Event by taking reasonable precautions to mitigate any foreseeable failure or which the Operator ought reasonably to have taken once the existence of the Excusing Event became known to the Operator.
- 16.7 The Operator shall remain responsible for the proper performance of its obligations under this Agreement unaffected by the Excusing Event notwithstanding the provisions of this Clause 16.
- 16.8 Without prejudice to the Operator's rights to claim relief and/or compensation on the occurrence of an Excusing Event, a failure to carry out any task or activity expressed to be an Excusing Event (including responsibility it takes for the actions of third parties) shall not constitute a breach of this Agreement by the Grantor.

17 Change Control Procedure

- 17.1 Each party shall comply with its obligations set out in Schedule 9 (Change Control Procedure) with respect to any Contract Change.
- 17.2 The Operator acknowledges and agrees that, as at the Commencement Date, the Grantor envisages that Contract Changes:

- (a) may be required to accommodate the following:
- (i) installation of a digital wrap around the Stadium;
 - (ii) potential enhancements to the Stadium to enable the staging of major league baseball;
 - (iii) to take account of the operational performance of the Site during the 2015 Events.
 - (iv) adaptations to the void areas between the link bridges between the Stadium podium and the lower Stadium Bowl seating (when the Stadium is configured in Football Mode);
 - (v) structural changes to the Site;

and the Operator shall not be obliged to undertake any acts in relation to the above save and to the extent such requirements are subject to Schedule 9 (Change Control Procedure).

- 17.3 The Operator acknowledges and agrees that the Naming Rights Agreement will not come into full force and effect until after the Commencement Date. Accordingly, the Operator agrees that prior to the Naming Rights Agreement coming into effect, E20 shall notify the Operator thereof in writing and initiate a Contract Change in respect of the impact of the Naming Rights Agreement on the Operator and this Agreement and the Operator shall:

- (a) where reasonably practicable, expedite such elements of the Change Control Procedure in order to enable E20 to implement any Contract Change necessary or desirable in order to give full effect to the Naming Rights Agreement as soon as reasonably practicable; and
- (b) subject to Schedule 9 (Change Control Procedure), co-operate with E20 in order to facilitate the implementation of the Naming Rights Agreement,

and the Operator acknowledges that, save in the event of the specific circumstances set out

in paragraph 7.1(a) of Schedule 9 (Change Control Procedure), it shall not be entitled to refuse any Contract Change which is necessary or desirable in order to give full effect to the Naming Rights Agreement.

- 17.4 The parties have each agreed to explore opportunities for the erection of a semi-permanent structure for the accommodation of Fanzones and other activities in relation to the exploitation of the Opportunity by the Operator, at some location on the Site or elsewhere as may from time to time be agreed between the parties. The parties acknowledge and agree that, to the extent that any such agreement in relation to any semi-permanent structure is to be dealt with after the Commencement Date, then the provisions of Schedule 9 (Change Control Procedure) shall apply. Furthermore, the Grantor shall, where reasonably practicable, expedite such elements of the Change Control Procedure in order to enable the Operator to agree and implement any Contract Change in relation to the erection of any semi-permanent structure.

18 **Insurance**

Subject to Clause 19 (Risks or Terms that become Uninsurable):

Obligation to hold insurance

- 18.1 The Grantor shall take out and maintain in force or procure the taking out and maintenance of the insurances in accordance with, and for the term specified in Part A of Schedule 5 (Insurances) ("**Grantor Insurance**").
- 18.2 The Operator shall take out and maintain in force or procure the taking out and maintenance of the insurances in accordance with, and for the term specified in Part B of Schedule 5 (Insurances) and any other insurances as the Operator is required to hold under Applicable Laws ("**Operator Insurances**").

General

- 18.3 The Operator shall maintain the Operator Insurances (promptly paying all premiums due) in accordance with Good Industry Practice and on terms no less favourable than (so far as is reasonably practicable) those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.
- 18.4 The Grantor shall maintain the Grantor Insurance (promptly paying all premiums due) on terms no less favourable than (so far as is reasonably practicable) those generally available to a prudent landlord in respect of risks insured in the international insurance market from time to time.
- 18.5 The Grantor shall take out and maintain the Grantor Insurance, and the Operator shall take out and maintain the Operator Insurances, with insurers who are:
- (a) of good financial standing;
 - (b) appropriately regulated; and
 - (c) of good repute in the international insurance market.

- 18.6 Each party shall upon the Commencement Date (save for public liability insurance which the Operator shall hold from the South Park Commencement Date) and within fifteen (15) Business Days after the renewal or replacement of (in the case of the Grantor) the Grantor Insurance and (in the case of the Operator) each of the Operator Insurances, provide evidence, in a form satisfactory to the other party, that the applicable insurances are in force and effect and meet in full the requirements of this Agreement. Receipt of such evidence by the other party shall not in itself constitute acceptance by that party or relieve the party responsible for the relevant insurance of any of its liabilities and obligations under this Agreement.

18.7 Subject to Clause 18.8, each party shall, in relation to insurance for which that party is pursuant to this Agreement is responsible for, notify the other party in writing at least ten (10) Business Days prior to the cancellation, suspension, termination or non-renewal of such insurance.

18.8 Without prejudice to the Operator's obligations under Clause 18.5 Clause 18.7 shall not apply where the termination of the relevant insurance occurs purely as a result of a change of insurer in respect of that insurance.

Issues specific to certain policies

18.9 The Operator shall ensure that the public and products liability policy shall contain an indemnity to principals clause under which the Grantor and the Primary Users shall be indemnified in respect of claims made against the Grantor in respect of death or bodily injury or third party property damage arising out of or in connection with this Agreement and/or the Sites and for which the Operator is legally liable.

18.10 The Grantor Insurance which relates to damage to property shall contain a clause waiving the insurers' subrogation rights against the Operator, the Approved Key Subcontractors and its employees and agents above the level of the Property Deductible, acting properly in the course of such employment, engagement as a contractor or agency other than in respect of fraud or deliberate non-disclosure.

18.11 Where the minimum limit of indemnity required in relation to any of the Insurances is specified as being "in the aggregate":

- (a) if a claim or claims which do not relate to this Agreement are notified to the insurers which, given the nature of the allegations and/or the quantum claimed by the third party(ies), is likely to result in a claim or claims being paid by the insurers which could reduce the level of cover available below that minimum, the insuring party shall immediately submit to the other party:
 - (i) details of the policy concerned; and
 - (ii) its proposed solution for maintaining the minimum limit of indemnity specified; and
- (b) if and to the extent that the level of insurance cover available falls below that minimum because a claim or claims which do not relate to this Agreement are paid by insurers, the insuring party shall:
 - (i) ensure that the insurance cover is immediately reinstated to maintain at all times the minimum limit of indemnity specified for claims relating to this Agreement; or
 - (ii) without prejudice to the insuring party's obligation under Clause 18.11(b)(i) and subject to Clause 19 (Risks or terms that become uninsurable), if the insuring party is or has reason to believe that it will be unable to ensure that insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified, immediately submit to the other party full details of the policy concerned and its proposed solution for maintaining the minimum limit of indemnity specified.

Failure to insure

18.12 The Grantor and the Operator shall each not (and the Operator shall procure that none of its sub-contractors of any tier shall) take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under the Operator Insurances or Grantor Insurance.

- 18.13 Where a party has failed to fulfil all or part of its obligations under Clause 18.1 or 18.2 the other party may elect (but shall not be obliged) following written notice to the party which has committed such failure to purchase the relevant insurance, and shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection as a debt due from the party which has committed such failure.

Insurance Claims

- 18.14 The Operator shall, in respect of the Operator Insurances (in the event that it has been notified by the Grantor of circumstances that may constitute a potential claim) and the Grantor shall, in respect of the Grantor Insurances (in the event that it has been notified by the Operator of circumstances that may constitute a potential claim), promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which the Operator may be entitled to claim under any of the Operator Insurances or the Grantor may be entitled to claim under any of the Grantor Insurances (as the case may be), as the case may be. In the event that either party receives a claim relating to or arising out of the Services and/or this Agreement, such party shall co-operate with the other and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

- 18.15 Except where the Grantor is the claimant party, the Operator shall:

- (a) report quarterly on all insurance claims received and current status;
- (b) give the Grantor notice within twenty (20) Business Days after any insurance claim in excess of ten thousand pounds (£10,000),

on any of the Operator Insurances or which, but for the application of the applicable policy excess, would be made on any of the Operator Insurances and (if required by the Grantor) full details of the incident giving rise to the claim.

- 18.16 Where any Operator Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Operator shall be liable for such excess or deductible. The Operator shall not be entitled to recover from the Grantor any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

- 18.17 In the event of any loss or damage to a material part of the Site for which insurance monies have been received or ought (but for a breach by the Grantor of this Agreement or any act or omission by the Grantor which would entitle any insurer to refuse to pay any otherwise valid claim) to have been received by the Grantor under the Grantor Insurance and where the Grantor elects not to reinstate such loss or damage, the Grantor shall notify the Operator of such election and this Agreement shall terminate in accordance with Clause 32.3(h).

19 Risks or terms that become uninsurable

Uninsurable Risks or terms

- 19.1 Nothing in Clause 18 (Insurance) shall oblige either party to take out insurance in relation to this Agreement in respect of a risk or policy term which is Uninsurable save where the predominant cause of the risk or policy term being Uninsurable is any act(s) or omission(s) of the party with responsibility for taking out such Required Insurance (including the relevant party's claims' history resulting from such acts or omissions).

Risks or Terms Become Uninsurable

- 19.2 If a risk or policy term usually covered by insurance in relation to this Agreement becomes Uninsurable then:

- (a) the party with responsibility for procuring such insurance shall notify the other within five (5) Business Days of the risk or policy term becoming Uninsurable and

- (b) it both parties agree, or it is determined in accordance with the Dispute Resolution Procedure, that the risk or policy term is Uninsurable and that:
- (i) the risk or policy term being Uninsurable is not caused by the actions, breaches, omissions or defaults of the Operator or a Operator Related Party (in relation to insurances for which the Grantor is responsible) or the Grantor or a Grantor Related party (in relation to insurances for which the Operator is responsible) (including the relevant party's claims' history resulting from its actions, breaches, omissions or defaults); and
 - (ii) the Grantor or the Operator (as the case may be) has demonstrated that a prudent board of directors of a company operating the same or substantially similar businesses in the United Kingdom (in the absence of the type of relief envisaged by this Clause) would be acting reasonably if they resolved to cease to operate such businesses as a result of that risk or policy term becoming Uninsurable, taking into account inter alia (and without limitation) the likelihood of the Uninsurable risk or matter for which the policy term operates occurring (if it has not already occurred), the financial consequences if such Uninsurable risk or policy term did occur (or has occurred) and other mitigants against such consequences which may be available to such company,

then the parties shall meet, within fifteen (15) Business Days, to discuss the means by which the risk or policy term should be managed or shared (including considering the issue of self-insurance by either party).

19.3 Consequences

- (a) If the requirements of Clause 19.2 are satisfied, but the parties cannot agree as to how to manage or share the risk or policy term, then:
- (i) within fifteen (15) Business Days of the meeting between the parties pursuant to Clause 19.2(b), the Grantor shall (at the Grantor's option) either:
 - (A) give notice to terminate this Agreement; or
 - (B) elect to allow this Agreement to continue and Clause 19.3(a)(ii) shall thereafter apply in respect of such risk or matter to which the policy term relates;
 - (ii) if the Grantor elects to allow the Agreement to continue in accordance with Clause 19.3(a)(i) this Agreement shall continue and on the occurrence of the risk or matter to which the policy term relates (but only for as long as such risk remains Uninsurable) the Grantor shall (at the Grantor's option) either pay to the Operator an amount equal to insurance proceeds that would have been payable had the relevant insurance continued to be available and this Agreement will continue, or an amount equal to the such sum as represents its breakage costs and redundancy costs in accordance with Clause 33 (Consequences of Termination) plus the amount of insurance proceeds that would have been payable whereupon this Agreement will terminate;
- (b) provided always that in the event that a risk or policy term is Uninsurable under a policy for which the Operator is responsible, the Operator shall give credit to the Grantor in respect of its Event Costs of an amount equal to the premium paid (or which would have been paid) by the Operator in respect of such risk or policy term in respect of the year prior to it becoming Uninsurable (indexed from the date that the risk becomes Uninsurable), pro-rated where the risk is Uninsurable for part of a year; Where, pursuant to Clause 19.3(a)(ii), this Agreement continues, the party with responsibility for procuring the insurance in respect of which a risk or policy term is Uninsurable shall approach the insurance market at least every four (4) months to establish whether such risk or policy term remains Uninsurable. As soon as the party

is aware that the risk or policy term is no longer Uninsurable, such party shall take out and maintain or procure the taking out and maintenance of insurance (to be incepted as soon as is reasonably practicable) for such risk in accordance with this Agreement and provide the Grantor with reasonable evidence of the existence of such insurance;

20 Intellectual Property Rights

20.1 Subject to Clause 20.11, the Operator shall not use or permit the use of any Intellectual Property Rights of the Grantor in connection with the provision of the Services or the exploitation of the Opportunity without the prior approval in writing of the Grantor.

20.2 Subject to Clauses 20.3 and 20.4, the Grantor hereby grants the Operator a non-exclusive, worldwide, royalty-free licence (with the right to sub-licence) to use:

(a) the Located In Mark; and

(b) the Full Park Name,

for the sole purpose of:

(i) factual and descriptive statements in relation to the Stadium or the South Park;

(ii) indicating the geographic location of the Stadium or the South Park; and/or

(iii) indicating the postal address reference of the Stadium or the South Park,

on Stadium and/or Park related products, materials and publications. Save as aforesaid, the Operator is not otherwise permitted to use the "Olympic" word or mark in any way, except with the express consent of the Grantor (who may in turn need to obtain the consent of the Games Bodies).

20.3 The licence granted by the Grantor to the Operator in Clause 20.2 shall be for the duration of the Term of this Agreement and shall automatically expire upon expiry of the Term of this Agreement.

20.4 The Operator shall:

(a) only refer to the South Park as the Full Park Name and never shorten the name to "the Olympic Park", or otherwise emphasise the word "Olympic";

(b) to the fullest extent possible, adhere to the terms of the British Olympics Association brand manual entitled "Queen Elizabeth Olympic Park Naming Usage" (as supplied by the Grantor to the Operator from time to time);

(c) not use any trade marks, trade names, logos or other intellectual property of the Games Bodies (including but not limited to the Games logos and the Protected Marks), or use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks, save for the use of the Full Park Name and the Located In Mark as set out in Clause 20.2;

(d) not represent, directly or indirectly, that any party or its products or services are in any way associated with the Games, the Games Bodies, or that any goods or services provided have been endorsed or approved by them;

(e) not undertake any form of Ambush Marketing;

(f) not cause or permit to be done anything which might diminish, damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other Intellectual Property Rights of the Games Bodies;

- (g) other than as expressly permitted in Schedule 16 (Responsibility Matrix), not use its connection with the Grantor, the Stadium, the South Park, or any individual venue within the Park, in a manner that makes or implies a direct or indirect association of any kind (including an association in the minds of the public) with the Olympic Movement;
- (h) not apply for, obtain, or register any trade mark or logo, in any country, which consists of, or comprises, or is confusingly similar to the "Olympic" word or mark;
- (i) unless otherwise agreed in writing with the relevant Primary User or expressly permitted in Schedule 16 (Responsibility Matrix):
 - (i) not use any Primary User Mark or other intellectual property of any of the Primary Users or any trade marks, trade names or logos so resembling any Primary User Mark as to be likely to cause confusion with the Primary User Marks;
 - (ii) not represent, directly or indirectly, that any party or its products or services are in any way associated with any Primary User, or that any goods or services provided have been endorsed or approved by them;

20.5 The Operator shall:

- (a) subject to agreement of the Contract Change pursuant to Clause 17.3 (Change Control Procedure), comply with the Naming Rights Agreement;
- (b) take all reasonable steps to ensure that its sub-licensees, sub-contractors and agents shall also abide by the provisions of this Clause 20;
- (c) agrees that the Games Bodies shall have the right to enforce the terms of this Clause 20;
- (d) agrees that the restrictions in Clause 20.4 continue to apply after termination of this Agreement without limit of time.

20.6 Provided that it has first consulted with and obtained the written consent of the Grantor (which shall not unreasonably be withheld), the Operator may from time to time introduce the use of trade names and trade marks (whether registered or unregistered) and branded concepts or other Intellectual Property Rights:

- (a) developed or procured by the Operator specific to the Site (including trade names, trade marks or branding that is specific to the Stadium), in which case any such Intellectual Property Rights will be owned by and vest in the Grantor, and the Operator hereby assigns to the Grantor (as far as is permitted by law) with full title guarantee, by way of present assignment of future Intellectual Property Rights, all such Intellectual Property Rights;
- (b) operated by the Operator under franchise agreements with third parties in the development and provision of the Services at the Stadium ("**Third Party Brands**") except where the introduction of such Third Party Brands would or might amount to a breach of an obligation of the Grantor under the Naming Rights Agreement, a Staging Agreement or the Primary Usage Agreements.

20.7 All Intellectual Property Rights relating to the provision of the Connected Stadium (including the WiFi infrastructure, digital platform and associated software) (the "**Connected Stadium IPR**") shall remain vested in the Operator. Subject to Clause 20.9, the Operator shall retain the exclusive use of the Connected Stadium IPR.

20.8 Save in respect of the Connected Stadium IPR, in the event that the Operator engages any third parties to design any trade names and trade marks (whether registered or unregistered), branded concepts or other intellectual property specific to the Site, the Operator shall ensure

that such third parties irrevocably waive any moral rights in relation to such designs and assign all Intellectual Property Rights in any such designs to the Grantor.

- 20.9 The Grantor shall not, and shall procure that Grantor Related Parties (including Primary Users) shall not, activate or use the Connected Stadium or use any branding relating to or make any reference to the Connected Stadium without the written agreement of the Operator, which agreement shall be subject to such terms and conditions as may be agreed between the Operator and the Grantor or a Grantor Related Party (as the case may be).
- 20.10 The Operator warrants that it is entitled to license the Third Party Brands and any other brands or Intellectual Property Rights used by the Operator in connection with the Site and that the Operator's use of such brands or Intellectual Property Rights will not infringe any third party's Intellectual Property rights.
- 20.11 The Grantor retains all Intellectual Property Rights in any materials it provides to the Operator for the purposes of the Operator performing its obligations under this Agreement, and grants the Operator a licence to use such Intellectual Property Rights to the extent required for such performance.
- 20.12 Subject to Clause 20.6 all Intellectual Property Rights in any other works arising in connection with the performance of the Services by Operator shall be the property of the Operator, and the Operator hereby grants to the Grantor a non-exclusive, transferable, perpetual licence to such Intellectual Property Rights for use in connection with the Services or the Site, save in respect of the digital platform and associated software for the Operator proprietary connected stadium solution.
- 20.13 The Operator shall indemnify and keep indemnified the Grantor in full and on demand and keep them so indemnified against all Claims demands, actions, proceedings and all direct losses, costs and expenses (including legal and other professional advisers' fees) made against or incurred or suffered whether wholly or in part resulting directly from any Claim that the use of any Intellectual Property Rights or brands provided by the Operator or the provision to, the receipt of, or the use by, the Grantor of the Services infringes the Intellectual Property Rights of any third party.
- 20.14 The Operator shall liaise with the LLDC Communications and Marketing team on issues including:
- (a) access to the Stadium for Events and stakeholder engagement;
 - (b) marketing and communications plans, at a minimum on an annual basis;
 - (c) branding; and
 - (d) crisis, communications and incident planning.

21 Payment

- 21.1 The parties shall comply with their respective obligations set out in Schedule 3 (Receivables and Payment).

22 Guarantees

- 22.1 Simultaneous with the execution of this Agreement the Operator shall procure the execution and delivery by the Guarantor in favour of the Grantor the Deed of Guarantee relating to the performance of the Operator's obligations and payment of sums due by it under this Agreement.

23 Information and Reports

- 23.1 Each of the Grantor and the Operator shall advise the other in writing of the name of its representative each of whom shall have authority to liaise with the other in connection with the

Services to be performed under this Agreement.

- 23.2 The Operator shall maintain or procure that, in relation to both the Opportunity and provision of the Services, the following are maintained:
- (a) a full record of all incidents relating to health, safety and security which occur during the Term;
 - (b) a register of all complaints or Claims for injury or damage to persons or property, including where the information is available, the date of the relevant incident, name and address of the complainant, the nature of the complaint and the action/remedy taken and all other information necessary to enable the Grantor to act in accordance with any agreed customer care policy; and
 - (c) full records of all maintenance works and procedures carried out during the Opportunity Period.
- 23.3 The Operator shall have the items referred to in Clause 23.2(a) to (c) available for inspection by the Grantor upon reasonable notice during reasonable working hours, and shall present a report of them to the Grantor as and when reasonably requested.
- 23.4 The parties agree that throughout the Opportunity Period the following meetings between the parties (including the Operator Representative and the Grantor Representative) shall take place at such times, dates and locations as are agreed between the parties, to discuss the Operator's performance by reference to the Specification, contracts with suppliers, promoters or sponsors, and any other issues, at intervals of:
- (a) one week until the performance of the Events due to be held in 2015; and
 - (b) one month thereafter.
- 23.5 The Operator shall not make use of this Agreement or any information issued or provided by or on behalf of the Grantor in connection with this Agreement otherwise than for the purposes of this Agreement, except with the written consent of the Grantor.

24 **Health and Safety**

- 24.1 The Operator shall and shall ensure that its Personnel:
- (a) comply with health and safety rules and regulations in relation to the Services and the Equipment and the Site and that they are operated in a safe manner;
 - (b) investigate, record and as soon as practicable report to the Grantor in writing, all health and safety incidents;
 - (c) record and monitor critical control points;
 - (d) notify the Grantor immediately about any health and safety hazards (including any health and safety notices received by the Operator);
 - (e) notify its Personnel immediately about any health and safety notices given to it by the Grantor and ensure compliance with them;
 - (f) develop and implement a food complaints procedure which complies with all Applicable Laws and Good Industry Practice;
 - (g) ensure that Personnel are given regular training at appropriate times to ensure full compliance with health and safety laws, regulations and codes of practice and the manual agreed pursuant to Clause 24.2; and
 - (h) maintain a log book of all accidents occurring at the Site and comply with the

directions of the relevant Health and Safety Executive and the reasonable directions of the Grantor and its insurers.

- 24.2 The Operator and the Grantor will negotiate in good faith and use reasonable endeavours to agree a detailed health and safety management manual (including details of training) to facilitate high standards of safety, which complies with all Applicable Laws and Good Industry Practice, and ensure that such manual is kept up to date by the Operator and amended where reasonably necessary or advisable and will ensure that a copy of the manual is kept available at all times at the Stadium and the Operator shall ensure that it is complied with by its Personnel or the Subcontractors, agents or staff at the Site at all times.
- 24.3 The Operator shall be responsible for the observance by itself and the Personnel of health and safety manual agreed in accordance with Clause 24.2 above including all precautions required to be taken by the Operator under any Applicable Law or Good Industry Practice.
- 24.4 In respect of any fit out works (or any other relevant works and/or services) to be carried out by the Operator under this Agreement, the Operator shall be appointed as principal contractor, designer and contractor for the purposes of the CDM Regulations. The Grantor shall be the "Client" (as defined in the CDM Regulations) and shall appoint the CDM Co-ordinator (as defined in the CDM Regulations). The Operator shall ensure a health and safety file is maintained in accordance with the CDM Regulations and shall comply with the reasonable instructions of the CDM Co-ordinator and that it will not be entitled to any additional sums or payments or any extension of time to any dates set out in this Agreement or the Schedules or any KPI Target in complying with such instructions. The Operator further agrees to co-operate with the CDM Co-ordinator in the preparation of and to develop such health and safety file as required from time to time by the CDM Co-ordinator and in accordance with the CDM Regulations. The Operator warrants that it is fully aware of its obligations under the CDM Regulations and possesses the requisite degree of competence and level of resources to meet those obligations.
- 24.5 The Operator shall indemnify the Grantor against any loss, Claim, action, liability or proceedings arising under the CDM Regulations which is caused in whole or in part by any act, error or omission on the part of the Operator.

25 Personnel

- 25.1 The Operator shall comply with the provisions of Schedule 7 (Key Personnel) and Schedule 8 (Human Resources) and ensure that the Personnel are sufficiently skilled and trained including (without limitation) with regard to:
- (a) the proper operation and use of all Equipment and materials (including hazardous materials);
 - (b) all rules, Applicable Laws, procedures and standards relevant to the Services that the Personnel is deployed to perform;
 - (c) fire risks, precautions and procedures;
 - (d) the maintenance of the highest standards of health and safety, hygiene, courtesy and consideration; and
 - (e) the ability to recognise situations which may involve any actual or potential risk of personal injury to any person (including members of the public), to make such situations safe.
- 25.2 The Operator shall comply with its obligations in Schedule 4(Priority Themes).

26 Data Protection

- 26.1 The Operator shall:

- (a) only use the Personal Data to perform its obligations under this Agreement;
- (b) ensure that all Personal Data collected or used under this Agreement for the purposes of marketing, promoting or otherwise exploiting the Site or Events is collected with sufficient consents to allow it to be used by the Grantor or a New Operator for such purpose following termination of this Agreement in compliance with Applicable Laws;
- (c) keep the Personal Data confidential and provide appropriate technical and organisational measures against unauthorised or unlawful processing, accidental loss or destruction of or damage to the Personal Data;
- (d) not process Personal Data outside of the UK without the prior written consent of the Grantor;
- (e) take all reasonable steps to ensure the reliability of any of its staff who have access to Personal Data processed in connection with this Agreement;
- (f) at all times perform its obligations under this Agreement in such a manner as not to cause the Grantor in any way to be in breach of any Applicable Laws relating to data protection;
- (g) perform its obligations under this Agreement in full compliance with all applicable guidelines and codes of practice issued by the Office of the Information Commissioner in the UK from time to time;
- (h) comply with the systems or procedures of which the Grantor has notified the Operator as at the date of this Agreement and, subject to Schedule 9 (Change Control Procedure), any changes thereto in respect of the processing of the Personal Data;
- (i) provide such information as is reasonably necessary to enable the Grantor to satisfy itself of the Operator's compliance with this Clause 26 and allow the Grantor, its employees or authorised agents or advisers upon reasonable prior written notice to the Operator, reasonable access to any relevant premises, during normal business hours, to inspect the procedures and measures referred to in this Clause 26;
- (j) provide reasonable assistance to the Grantor in complying with any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of the Personal Data as soon as is possible but in any event within five (5) Business Days of receipt of the request;
- (k) promptly inform the Grantor of any request for disclosure of Personal Data from a data subject or any other third party which it receives directly and provide a copy of such request without disclosing or releasing any Personal Data to such third party without first consulting with and obtaining the consent of the Grantor; and
- (l) if, subject to Clause 27 (Confidentiality, Freedom of information and Transparency) it appoints any third party or other agent, contractor or professional adviser to which Personal Data will be disclosed to enable the third party to perform its appointment, the third party will be required by the Operator to enter into a written contract which requires such third party to comply with obligations at least as onerous as those set out in this Clause 26.

26.2 The Operator warrants that it is not aware of any matter or circumstance which would cause it to be unable to fully comply with the provisions of this Clause 26.

26.3 In the event that the Operator becomes aware that it or any third party processing Personal Data in relation to this Agreement, is processing, or has processed, Personal Data in contravention of this Clause 26, the Operator shall promptly, and in writing, notify the Grantor with full details of the contravention.

26.4 The Operator shall indemnify and keep indemnified the Grantor against all costs, Claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this Clause 26 by the Operator, its employees, agents and/or sub-contractors.

26.5 The Operator will, on termination of this Agreement or any part of it, and at any time on the request of the Grantor either return or destroy the Personal Data (including all copies of it) immediately.

27 Confidentiality, Freedom of information and Transparency

27.1 Subject to the provisions of this Clause 27 the parties shall keep confidential the terms of this Agreement and all Confidential Information received by one party from another party relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any matter relating to this Agreement.

27.2 Clause 27.1 shall not apply to:

- (a) any disclosure of information that is reasonably required by persons engaged in the performance of its obligations under this Agreement;
- (b) any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause 27 (Information and Confidentiality);
- (c) any disclosure to enable a determination to be made under the Dispute Resolution Procedure;
- (d) any disclosure which is required by any law (including any order of a court of competent jurisdiction), any parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;
- (e) any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (k) any disclosure for the purpose of:
 - (i) the examination and certification of the accounts of E20, LLDC or the Operator; or
 - (ii) (without prejudice to the generality of Clause 27.2(d) above) compliance with the FOI Legislation.

27.3 Where disclosure is permitted under Clause 27.2(a) or 27.2(c) the party providing the information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Agreement.

27.4 The Operator acknowledges that the Grantor is subject to the requirements of FOI Legislation. Subject to Clause 27.5 where a Request for Information has been received by the Grantor, then it shall:

- (a) consider the applicability of exemptions under FOI Legislation or any other applicable legislation before responding to such a request (which, for the avoidance of doubt, includes confirming or denying that the information is held by the Grantor or on the Grantor's behalf) and/or disclosing information about or relating to the Operator, the Services and/or this Agreement;
- (b) notify the Operator of this request and stipulate the time period during which the Operator needs to respond in order assist the Grantor to determine whether any exemptions under FOI Legislation apply (including where necessary why the public interest in maintaining the exemption is not outweighed by the public interest in

disclosure);

- (c) in determining whether any exemptions apply and/or whether to confirm or deny and/or disclose any information, take into account any reasonable representations made to it by the Operator before the end of the period stipulated under Clause 27.4(b) and the notification by the Operator of the Commercially Sensitive Information;
- (d) where it requires the Operator to confirm whether such information is held by the Operator on its behalf and, if necessary, to provide any such information, stipulate the time period in which it requires the Operator to make such confirmation and/or provide such information; and
- (e) where it determines to disclose the information then it shall notify the Operator of such decision as soon as reasonably practicable and in any event no later than two (2) Business Days after disclosure.

27.5 Notwithstanding the provisions of Clause 27.4, the Grantor shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOI Legislation.

27.6 The Operator shall facilitate the Grantor in complying with its obligations under FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held by the Operator on behalf of the Grantor indicating whether such information is held by it and if necessary to provide that information to the Grantor, within the timescale stipulated by the Grantor in this Clause 27, or if no timescale is stipulated, within 5 Business Days.

27.7 The Operator shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Grantor to enable the Grantor to comply with its obligations under the FOI Legislation;
- (b) transfer to the Grantor all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt;
- (c) not respond directly to a Request For Information unless authorised in writing to do so by the Grantor.

27.8 Save in respect of that information identified in Schedule 23 (Commercially Sensitive Information), the Operator acknowledges that the Grantor is subject to the Transparency Commitment. Accordingly subject to Clause 27.9, but not withstanding any other provision of this Agreement, the Operator gives its consent for the Grantor to publish the Contract Information to the general public.

27.9 The Grantor may in its absolute discretion redact all or part of the Contract Information prior to the publication provided that in so doing the Grantor shall redact all commercially sensitive information set out in Schedule 23 (Commercially Sensitive Information) to the full extent of the exceptions/deceptions that would be available in relation to information requested under the FOI Legislation. The Grantor shall consult with the Operator regarding any redactions to the Contract Information to be published post to Clause 27.8 and shall take reasonable account of the Operator's responsibilities but the Grantor shall make the final decision regarding publication and/or redaction of the Contract Information.

28 Anti-bribery

28.1 The Operator undertakes that it:

- (a) has not committed an offence under the Bribery Act 2010 (a "Bribery Offence");

- (b) has not been formally notified that it is subject to an investigation relating to alleged Bribery Offences or prosecution under the Bribery Act 2010;
- (c) is not aware of any circumstances that could give rise to an investigation relating to an alleged Bribery Offence or prosecution under the Bribery Act 2010.

28.2 The Operator agrees that it:

- (a) has in place, and shall maintain until termination of this Agreement, adequate documented procedures designed to prevent persons associated with the Operator (including an employee, sub-contractor or agent or other third party working on behalf of the Operator or any Group Company) (an "Associated Person") from committing a Bribery Offence; and
- (b) shall comply with the Bribery Act 2010 and shall not, and shall procure that no Associated Person shall, commit any Bribery Offence or any act which would constitute a Bribery Offence; and
- (c) shall not do or permit anything to be done which would cause the Grantor or any of the Grantor's employees, sub-contractors or agents to commit a Bribery Offence or incur any liability in relation to the Bribery Act; and
- (d) shall notify Grantor immediately in writing if it becomes aware or has reason to believe that it has, or any of its Associated Persons have, breached or potentially breached any of the Operator's obligations under this Clause 28, such notice to set out full details of the circumstances concerning the breach or potential breach of the Operator's obligations.

29 Force Majeure

- 29.1 A party will not be in breach of this Agreement nor liable for any failure or delay in performance of any obligations under this Agreement (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure:
- (a) provided that such party complies with the obligations set out in this Clause 29;
 - (b) unless in the case of the Grantor, the Operator has failed to perform its obligations in relation to the Operator Insurances and the Force Majeure is an event of material damage to be covered by the Operator Insurances.
- 29.2 Save as provided in Clause 29.7 below, an event of Force Majeure will not entitle either party to terminate this Agreement.
- 29.3 The Operator shall from within six (6) months of the Commencement Date have in place at all times whilst this Agreement is in force a business continuity plan in respect of the Site which it shall implement immediately on awareness of an event of Force Majeure.
- 29.4 The party affected by Force Majeure shall immediately notify the other in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- 29.5 The party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under this Agreement.
- 29.6 The party affected by Force Majeure will not be entitled to payment from the other party in respect of extra costs and expenses incurred by virtue of the Force Majeure.
- 29.7 If an event of Force Majeure continues for longer than one hundred and twenty (120) Business Days either party may, whilst the Force Majeure continues terminate this Agreement on a date to be specified in that notice by giving not less than sixty (60) Business Days' notice in writing to the other.

30 Liability

- 30.1 Nothing in this Agreement excludes or limits either party's liability for:
- (a) death or personal injury caused by their negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any liability which cannot legally be excluded or limited.
- 30.2 Subject to Clause 30.1, neither party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Agreement for any indirect, special or consequential loss or damage, howsoever arising.
- 30.3 The Operator shall have no liability to the Grantor whether in contract, tort (including negligence or breach of statutory duty) for damage to the Grantor's property above the Property Deductible.
- 30.4 Subject to Clause 30.6, if due to a breach of this Agreement the Operator causes a breach of a Primary Usage Agreement then the Operator shall have no more liability to the Grantor for such breach than the Grantor has (having availed itself of all limitations, and exclusions of liability available to it) under the relevant Primary Usage Agreement.
- 30.5 The Operator shall fully indemnify and keep indemnified the Grantor from and against all Claims, demands, costs, actions, proceedings and damages arising out of or in connection with the Operator's fulfilment or breach of this Agreement, the provision or failure to provide the Services or the exploitation or not of the Opportunity which results in a Claim against the Grantor in respect of:
- (a) death; or
 - (b) bodily injury to or sickness, illness or disease contracted by any person; or
 - (c) loss of or damage to property.
- 30.6 Subject to Clause 30.1, the liability of the Operator arising out of or relating in any manner to the performance or non-performance of its obligations under this Agreement (including in respect of the performance or non-performance of the Primary Usage Agreements) or the performance or non-performance of the Services, whether under contract, breach of statutory duty, tort (including negligence), strict liability or otherwise (including any indemnities under this Agreement) shall not include:
- (a) any matter which arises as a direct result of the Operator acting on a notice, instruction or direction issued by the Grantor, its employees, agents or contractors (of any tier) or a Primary User (provided that the Operator did not and could not have known that acting on such notice, instruction or direction would lead to the Operator incurring liability but for this Clause, or if the Operator had or should have had such knowledge it advised the Grantor that such actions could incur such liability);
 - (b) any Claim, injury, loss, damage, liability, cost or expense caused by the negligence or wilful misconduct of the Grantor, its employees, agents or contractors (of any tier) or by the breach of the Grantor of its obligations under this Agreement; and
 - (c) any Claim, injury, loss, damage, liability, cost or expense suffered under or in connection with this Agreement, which the Operator is required to cover under the Operator Insurances, where the amount of any Claim, injury, loss, damage, liability, cost or expense is in excess of the level of cover specified within the Operator Insurances.
- 30.7 The beneficiary party of an indemnity under this Agreement shall at all times take reasonable steps to minimise and mitigate any loss for which the beneficiary party is entitled to bring a

Claim against the indemnifying party pursuant to this Agreement.

31 Step-In

31.1 Without prejudice to any of the Grantor's rights under this Agreement, if the Grantor acting reasonably and with just cause believes that it needs to take action in connection with any or all parts of the Services because:

- (a) a serious risk exists to the health or safety of persons or property or to the environment, or
- (b) the Operator fails to comply with its obligations in or incorporated into this Agreement in relation to the requirements of any Primary User or Major Sporting Event;

and the relevant issue is either incapable of rectification or is not rectified within 5 (five) Business Days or such longer period as the parties may agree, following a written request from the Grantor to the Operator (or, in cases where the issue needs to be resolved urgently, such shorter period as the Grantor (acting reasonably) determines), then the Grantor shall be entitled to take action in accordance with the following provisions.

31.2 Prior to exercising its rights under this Clause 31, the Grantor shall notify the Operator in writing of the following:

- (a) the action it wishes to take;
- (b) the reason for such action;
- (c) the date it wishes to commence such action;
- (d) the time period which it believes will be necessary for such action; and
- (e) to the extent practicable, the effect on the Operator and its obligation to provide the Services and any associated proposed reduction in the Receivables during the period such action is being taken, but in the event of an emergency (judgement as to which shall be at the sole discretion of the Grantor) the Grantor shall notify the Operator as soon as reasonably possible after taking such action.

31.3 Following service of such notice, the Grantor shall take such action as notified under Clause 31.2 above and any consequential additional action as it reasonably believes is necessary (together, the "Required Action") and the Operator shall give the Grantor such assistance as the Grantor may reasonably require while it is taking the Required Action.

31.4 If the Required Action is not as a result of the breach by the Operator of its obligations under the Agreement, then for so long as and to the extent that the Required Action is taken, and this prevents the Operator from providing any part of the Services, then the Operator without prejudice to its other rights and remedies shall be relieved from its obligations to provide such part of the Services. If the such a Required Action (not as a result of a breach by the Operator) requires an alteration to the Receivables, the Operator shall produce an Impact Assessment as provided for in Schedule 9 (Change Control Procedure) and the alteration shall be dealt with as a Contract Change in accordance with that Schedule.

31.5 If the Required Action is taken as a result of a breach of the obligations of the Operator under the Agreement, then for so long as and to the extent that the Required Action is taken and this prevents the Operator from providing any part of the Services the Operator shall be relieved of its obligations to provide such part of the Services.

31.6 On completion of any Required Action, the Grantor shall notify the Operator by written notice as soon as reasonably practicable that the Operator shall resume provision of the Services in relation to that part of the Services affected by the Required Action.

31.7 The Grantor agrees that to the extent that any Required Action is taken by or on behalf of the

Grantor, otherwise than as a result of a breach by the Operator, the Grantor shall, and shall procure that any third party appointed by it to carry out such Required Action shall, carry out such Required Action in accordance with Good Industry Practice and the Grantor shall indemnify the Operator against any Claims or losses which arise directly as a result of a breach by the Grantor of this Clause 31.7, and in the case of losses, such losses having been reasonably and properly incurred.

32 Termination

- 32.1 The Operator may immediately terminate this Agreement by giving notice in writing to the Grantor if:
- (a) the Operator gives notice in writing to the Grantor of the amount of an undisputed sum payable by E20 under this Agreement which exceeds two hundred thousand pounds (£200,000) and has not been paid within sixty (60) Business Days of its due date for payment in accordance with this Agreement; and
 - (b) the Grantor fails to make payment within twenty (20) Business Days of the date of the notice;
- 32.2 The Operator may terminate this Agreement by giving not less than sixty (60) Business Days' notice in writing to the Grantor if:
- (a) the Completion Date has not occurred by the Long Stop Date;
 - (b) an expropriation, sequestration or requisition of a material part of the assets and/or shares of the Operator by a relevant authority (to the extent that such event is not a Force Majeure event); or
 - (c) an act or omission of the Grantor (which is not due to a Force Majeure) which substantially frustrates or renders it impossible for the Operator to perform its obligations under this Agreement for a continuous period of four months.
- 32.3 The Grantor may terminate this Agreement by giving notice of not less than three (3) months in writing to the Operator:
- (a) if the Operator commits a material breach of any of its obligations under this Agreement which is incapable of remedy;
 - (b) if the Operator commits a material breach of its obligations under this Agreement which is capable of remedy and fails to remedy it or persists in such breach after twenty (20) Business Days of having been required in writing to remedy or desist;
 - (c) if it is entitled to pursuant to Appendix C (KPIs) of Schedule 2 (Services Specification);
 - (d) if the Grantor gives notice in writing to the Operator of the amount of an undisputed sum payable by the Operator under this Agreement which has not been paid within sixty (60) Business Days of its due date for payment in accordance with this Agreement and the Operator fails to make payment within five (5) Business Days of the date of the notice;
 - (e) pursuant to paragraph 8 of Schedule 3 (Receivables and Payment);
 - (f) if the Operator is in breach of Clause 37.4 (Operator Change of Ownership);
 - (g) in accordance with Clause 19.3(a)(i)(A) (Risks or Terms That Become Uninsurable);
 - (h) in accordance with Clause 18.17 (Insurance).
- 32.4 Either party may immediately terminate this Agreement by giving notice in writing to the other

if, in the case of the Operator, the Operator or the Guarantor, and in the case of the Grantor, both Grantor parties:

- (a) suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
- (b) calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that party (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);
- (c) has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;
- (d) has a receiver or administrative receiver appointed over all or any part of its assets or a person becomes entitled to appoint a receiver or administrative receiver over such assets;
- (e) takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts; or
- (f) has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security; or
- (g) has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within fourteen (14) days of it being levied;
- (h) has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events in this Clause 32.4;

provided that:

- (i) the Grantor may exercise the right of termination in this Clause 32.4 if an event provided for in this Clause 32.4 occurs in respect of either the Operator or the Guarantor (unless the Operator is able to procure a replacement Guarantor acceptable to the Grantor); and
- (ii) the Operator may exercise the right of termination in this Clause 32.4 only if an event provided for in this Clause 32.4 occurs in respect of both of the Grantor parties.

32.5 The Grantor may immediately terminate this Agreement by giving notice in writing to the Operator and recover from the Operator the amount of any loss resulting from any such termination if:

- (a) the Operator shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or forbearing to do; or
 - (ii) for having done or forborne to do;any action in relation to:
 - (iii) the obtaining or execution of this Agreement or any other contract with the Grantor; or

- (iv) for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Grantor; or
- (b) the like acts shall have been done by any person employed by the Operator or acting on the Operator's behalf (without the knowledge of the Operator), unless where the Operator in consultation with the Grantor (acting reasonably) takes such action to remedy the situation (which action may include the Operator terminating the employee's employment or person's engagement within twenty (20) Business Days of receipt of such termination notice and (if necessary) procuring the performance of such part of the Services by another person); or
- (c) in relation to any contract with the Grantor the Operator or any person employed by the Operator or acting on the Operator's behalf shall have committed any offence under the Bribery Act 2010.

32.6 In the case of an Operator default referred to in Clause 32.3(e), the Grantor's termination notice shall specify that this Agreement shall terminate on the date falling three (3) months after the date that the Operator receives the termination notice unless:

- (a) within twenty (20) Business Days of issuing the termination notice the Operator and the Grantor meet (and the Grantor shall meet with the Operator if so requested by the Operator) to discuss the reasons why such Operator default has occurred (including, reasons related to the delay to the Stadium Opening Date beyond the Estimated Opening Date (if applicable), the number of WHUFC Events exceeding twenty five (25) in a year, capacity of the Stadium, competing events organised by a party other than the Operator or the effect of an Excusing Event or an event of Force Majeure) and the parties agree (both acting reasonably) in writing a plan to mitigate against a reoccurrence of the circumstances set out at Clause 32.3(e) ("rectification plan"); and
- (b) following such meeting, the Operator implements the rectification plan in accordance with its terms, in which case the Grantor's termination notice shall be deemed to be revoked and this Agreement shall continue.

33 Consequences of Termination

33.1 The termination of this Agreement will be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

33.2 On termination of this Agreement for any reason whatsoever:

- (a) the parties shall comply with the provisions of Clause 35 (Exit Assistance);
- (b) Subject to Clause 33.1 above and Clause 36 (Parties) below, the relationship of the parties will cease and any rights or licences granted under or pursuant to this Agreement will cease to have effect save as (and to the extent) expressly provided for in this Clause 33;
- (c) the provisions of Clauses 1 (Definitions and Interpretation), 20 (Intellectual Property Rights), 26 (Data Protection), 27 (Confidentiality, Freedom of Information and Transparency) 30 (Liability), 33 (Consequences of Termination), 34 (Compensation on Termination), 37 (Parties), 38 (Construction and Interpretation of this Agreement), 39 (Contract Administration), 40 (Dispute Resolution Procedure), 41 (Law), 42 (Jurisdiction), Schedule 27 (Compensation and Termination) and any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
- (d) subject to Clause 33.2(f) the Operator shall as soon as reasonably practicable return to the Grantor (or, if the Grantor so requests by notice in writing, destroy) all of the Grantor's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and

shall certify that it has done so, and shall make no further use of such Confidential Information;

- (e) the Grantor may nominate the novation or termination of any Pouring Rights or Marketing Rights agreements pursuant to Clause 6.5(b) (Exploitation of the Opportunity) and the Operator shall procure such novation or termination;
- (f) if the Operator is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Clause 33.2(d), it shall notify the Grantor in writing of such retention, giving details of the documents or materials that it must retain;
- (g) the Operator shall within three (3) months of the date of termination, submit to the Grantor a statement of account in respect of any sums payable in accordance with this Agreement but not paid by either Party pursuant to Schedule 3 (Receivables and Payment) in the period prior to the date of termination, including separate identification of:
 - (i) the Annual Covered Fixed Costs in respect of the relevant period;
 - (ii) actual Event Costs in respect of the relevant period;
 - (iii) Revenues for the relevant period;
 - (iv) payments due and payable in respect of Net Commercial Revenues (including a statement of the calculation of the Interim E20 Net Commercial Revenue Payment (if any) derived from these, by pro-rating the provisions of paragraph 7 to Schedule 3 where necessary in respect of the period to which the calculation relates);
 - (v) any other sums to which the Operator or the Grantor is entitled to payment pursuant to this Agreement;
 - (vi) a statement of any Service Credits relating to the relevant period in respect of which E20 is entitled pursuant to Appendix C (Key Performance Indicators) of Schedule 2 (Services Specification),

and to the extent that this statement of account demonstrates that either party is entitled to receive payment from the other, the payee shall be entitled to submit a valid VAT invoice in respect of the amount identified in the statement of account and the provisions of paragraph 9 of Schedule 3 (Receivables and Payment) shall apply as if such invoice was in respect of a Quarterly Payment; and

- (h) no later than fifty (50) Business Days (or such other period as the parties may agree) after the end of the Financial Year in which the date of termination falls, the Operator shall provide the Grantor with an updated statement of account by reference to the Operator's statutory accounts, and to the extent that this revised statement of account demonstrates that either party is entitled to receive payment from the other, the payee shall be entitled to submit a valid VAT invoice in respect of the amount identified in the statement of account and the provisions of paragraph 9 of Schedule 3 (Receivables and Payment) shall apply as if such invoice was in respect of a Quarterly Payment.

34 Compensation on Termination

34.1 Operator Breakage Costs

- (a) Where this Agreement is terminated:
 - (i) by the Operator pursuant to Clause 3.21(b) (Relationship of the Parties), 32.1 (Termination), Clause 32.2 (Termination) or Clause 32.4 (Termination); or

(ii) by the Grantor pursuant to Clause 32.3(h),

the Grantor shall pay to the Operator (without set off or deduction) an amount equal to the Operator Breakage Costs.

- (b) Where this Agreement is terminated for reasons of No Fault Default the Grantor shall pay to the Operator (without set off or deduction) the amounts provided for in paragraphs (a) (Operator Termination CapEx Amount) and (b) (Caterer Termination CapEx Amount) in the definition of the Operator Breakage Costs (but less any cash balances standing to the credit of the Operating Account and Catering Account, such balances to be retained by the Operator).
- (c) No earlier than ten (10) Business Days after the date of the termination of this Agreement, the Operator shall provide the Grantor with a statement of the relevant amount payable under Clause 34.1(a) or Clause 34.1(b) calculated subject to and in accordance with this Clause 34, including a statement as to how this amount has been calculated and a valid VAT invoice for the sum that the Operator considers is due to it at the Operator Breakage Costs Due Date (a "**Operator Breakage Costs Notice**").
- (d) The due date for payment of the Operator Breakage Costs shall be the date of receipt by the Grantor from the Operator of the Operator Breakage Costs Notice (the "**Operator Breakage Costs Due Date**").
- (e) Notwithstanding any other provision of this Clause 34 not later than ten (10) Business Days after the relevant Operator Breakage Costs Due Date, the Grantor may give a notice in writing (a "**Operator Breakage Costs Pay Less Notice**") to the Operator of the Grantor's intention to pay less than the sum otherwise identified by the Operator in the Operator Breakage Costs Notice. Such Operator Breakage Costs Pay Less Notice shall specify both the sum that the Grantor considers to be due to the Operator as at the date of the notice and the basis on which that sum has been calculated.
- (f) Following receipt of an Operator Breakage Costs Pay Less Notice, the Operator shall submit a valid VAT invoice for the sum stated in such Operator Breakage Costs Pay Less Notice.
- (g) The final date for payment by the Grantor for the Operator Breakage Costs (the "**Operator Breakage Costs Payment Final Date**") shall be the date which is the later of:
- (i) twenty (20) Business Days after the date of receipt by the Grantor of the Operator's valid VAT invoice in the sum under Clause 34.1(c); or
 - (ii) twenty (20) Business Days after the date of receipt by the Grantor of the Operator's valid VAT invoice in the sum under Clause 34.1(f); or
 - (iii) where relevant, twenty (20) Business Days after the receipt by the Grantor of any related compensation pursuant to Clause 34 of this Agreement.
- (h) The Grantor shall, no later than the Operator Breakage Costs Payment Final Date, pay the Operator:
- (i) the amount specified in the relevant Operator Breakage Costs Pay Less Notice; or
 - (ii) if no Operator Breakage Costs Pay Less Notice has been issued by the Grantor, the amount specified in the valid VAT invoice submitted with the Operator Breakage Costs Notice.

34.2 Where this Agreement is terminated pursuant to Clause 34.1(a) or 34.1(b) above then it is a condition that upon the Grantor paying the sums due to the Operator on such termination, full

and equitable title in the Caterer's FF&E and Operator's FF&E is vested in the Grantor.

34.3 Grantor Compensation on Termination

- (a) Where this Agreement is terminated by the Grantor, pursuant to Clause 32 (Termination) (excluding pursuant to Clauses 32.3(e), 32.3(g) or 32.3(h)) the Operator shall pay to the Grantor compensation in accordance with this Clause 34.3 and 34.4 and the Grantor shall pay to the Operator (without set-off or deduction) the Operator Termination CapEx Amount and the Caterer Termination CapEx Amount within fifteen (15) days of receipt by the Grantor of the Operator's written demand in respect thereof.
- (b) Within thirty (30) Business Days of the date of the termination of this Agreement termination, the Grantor shall provide the Operator with a statement together with any necessary supporting information setting out the following (without any double-counting):
 - (i) any additional costs and/or expenses to be incurred by the Grantor in providing the Service and carrying out the Operator's other obligations under this Agreement until the expiry of the Term;
 - (ii) any losses arising out of any Claims to be suffered by the Grantor as a result of any breach by the Operator of this Agreement or from the termination of this Agreement, such sums shall include without limitation:
 - (iii) the reasonable costs incurred or to be incurred by the Grantor in retendering the Service and the Opportunity and concluding a new agreement which contains terms which are no more onerous than the terms of this Agreement insofar as applicable to the remaining obligations to be performed;
 - (iv) the costs to be incurred by the Grantor in the rectification of any part of the Service undertaken by the Operator prior to the date of termination of this Agreement insofar as such part has not been undertaken in accordance with this Agreement;
 - (v) the additional costs to continue providing the Service until the date of expiry of the Term;
 - (vi) additional overheads and all administrative and/or managerial costs;
 - (vii) any additional amounts due and payable by the Grantor to any other contractor arising out of the termination of this Agreement;
 - (viii) any other outstanding and unpaid sums (including any Service Credits) which the Operator is required to pay and have not been paid to the Grantor pursuant to this Agreement or which the Grantor is entitled to set-off against any sum due to the Grantor; and
 - (ix) as a separate item the aggregate of:
 - (A) the total amount which would have been payable to the Operator in respect of the period from the date of termination of this Agreement to the expiry of the Term had this Agreement not been terminated together with any other outstanding and unpaid sums which are agreed or determined as being due; and
 - (B) the Operator Termination CapEx Amount as at the date of termination of this Agreement; and
 - (C) the Caterer Termination CapEx Amount as at the date of termination of this Agreement.

34.4 If:

- (a) the sum of the amounts stated in Clauses 34.3(b)(i) to 34.3(b)(viii) is greater than the amount stated in Clause 34.3(b)(ix)(A), then the Operator shall pay the Grantor such amount as represents the difference within fifteen (15) days of receipt by the Operator of the Grantor's written demand in respect thereof; or
- (b) the sum of the amounts stated in Clauses 34.3(b)(i) to 34.3(b)(viii) is less than the amount stated in Clause 34.3(b)(ix)(A), then the Grantor shall pay the Operator such amount as represents the difference within fifteen (15) days of receipt by the Operator of the Grantor's written demand in respect thereof.

Novation of Catering Agreement

34.5 In the event that on or before the termination of this Agreement, the Catering Agreement has been novated by the Operator to the Grantor then the Caterer Termination CapEx Amount shall be disregarded for the purpose of calculating any compensation payable pursuant to this Clause 34.

Exclusivity of Remedy

34.6 Any and all sums irrevocably paid by either party to the other Party under this Agreement shall be in full and final settlement of each party's rights and Claims against the other for breaches and/or termination of this Agreement whether under contract, tort, restitution or otherwise, but without prejudice to:

- (a) any antecedent liability of either party to the other that arose prior to the date of termination (but not from the termination itself) to the extent such liability has not already been taken into account in determining or agreeing any payment of compensation on termination pursuant to this Clause 34; and
- (b) any liabilities arising in respect of any breach by either party of their obligations under Clause 33.2(c) (Consequences of Termination) which arise or continue after the date of termination to the extent not taken into account in the calculation of any payment of compensation on termination pursuant to this Clause 34.

35 Exit Assistance

35.1 Subject to the provisions of Schedule 10 (Exit Assistance), from a date specified by the Grantor, being:

- (a) in the case of the reduction of the scope of the Opportunity in accordance with Clause 6.3 (Exploitation of the Opportunity), no earlier than twelve (12) months prior to the date of the partial termination; or
- (b) in the case of termination of this Agreement in whole no earlier than twelve (12) months prior to the termination of the Agreement in whole;

the Operator shall assist with the orderly transfer of the Opportunity and the Services to the Grantor or (at the Grantor's request) to a potential New Operator in accordance with the provisions of Schedule 10 (Exit Assistance). The parties shall each observe and comply with its obligations under Schedule 10 (Exit Assistance).

36 Warranties

36.1 Each party warrants and represents to the other that:

- (a) it has all necessary authority, power and capacity to enter into and perform this Agreement and that all necessary actions have been taken to enter into it properly and lawfully;

- (b) this Agreement is validly executed by its duly authorised representative;
 - (c) it has and will maintain and comply with all consents, approvals and licences necessary for it to enter into and perform this Agreement; and
 - (d) its entry into and performance of this Agreement does not and will not conflict with any of its contractual obligations or with any Applicable Laws.
- 36.2 The Operator warrants, represents and undertakes to the Grantor that it will not at any time during the Opportunity Period or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrance over property of whatever nature owned by or leased to the Grantor and which is for the time being in the possession of the Operator, for the purposes of this Agreement.

37 Parties

37.1 Subject to Clause 37.2, the Operator may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the Grantor.

37.2 Subject to and in accordance with the procedure set out at Clause 37.3, the Operator may sub-contract some but not all of its obligations under this Agreement to any Approved Key Subcontractor or with the consent of the Grantor (such consent not to be unreasonably withheld or delayed).

37.3 The Operator will:

- (a) before entering into any Key Subcontract made under or pursuant to this Agreement, notify the Grantor in writing (including the identity of the proposed Key Subcontractor and the key terms of the proposed Key Subcontract) and obtain its written approval (not to be unreasonably withheld or delayed) (which shall be subject to Clause 37.3(b)) for the relevant Key Subcontract;
- (b) procure that any Key Subcontract which it is authorised to enter into by the Grantor in accordance with Clause 37.3(a) (an "Approved Key Subcontract") includes provisions satisfactory to the Grantor, acting reasonably, providing that such Approved Key Subcontract may be novated on demand, without charge, to the Grantor or any New Operator (but with no obligation on the Grantor or any New Operator to take such novation), in the event of any termination or expiry of this Agreement, howsoever caused;
- (c) not enter into any Key Subcontract for the sub-contracting of its material obligations under this Agreement unless such Key Subcontract is an Approved Key Subcontract;
- (d) before entering into any material variation to any Approved Key Subcontract or terminating any Approved Key Subcontract, notify the Grantor in writing of the proposed material variation or termination and obtain the Grantor's written approval (not to be unreasonably withheld or delayed) prior to making any such proposed material variation or termination; and
- (e) remain responsible for obligations under this Agreement performed by any Subcontractor to the same extent as if such obligations were performed by the Operator and shall ensure that all Subcontractors comply with the Operator's obligations under this Agreement. The Operator will remain the Grantor's sole point of contact regarding the Opportunity and the Service.

37.4 Operator Change of Ownership

- (a) Subject to Clause 37.4(b), the Operator shall procure that no Change in Ownership shall occur without the prior written consent of the Grantor (not to be unreasonably withheld or delayed).

- (b) Any Change in Ownership arising as a consequence of:
- (i) any change in beneficial or legal ownership of any shares that are listed on a recognised investment exchange (as defined in Section 285 of the Financial Service and Markets Act 2000); or
 - (ii) any transfer of shares or of any interest in shares by a Shareholder to an Affiliate of such transferor provided that the Deed of Guarantee remains in full force and effect following such transfer or a replacement Operator guarantee in a form and from an entity acceptable to the Grantor (acting reasonably),

shall be disregarded for the purpose of Clause 37.4(a).

- 37.5 Save as set out in Schedule 8 (Human Resources) Clause 20.5 (Intellectual Property Rights) and Clause 40 (Dispute Resolution Procedure), a person who is not a party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement.
- 37.6 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.
- 37.7 Neither party may pledge the credit of the other party nor represent itself as being the other party nor an agent, partner, employee or representative of the other party and neither party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other. Nothing in this Agreement, and no action taken by the parties pursuant to this Agreement, creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 37.8 The Grantor may not assign, transfer, novate or otherwise dispose of all or any of its rights and responsibilities under this Agreement other than:
- (a) to a public body (being a single entity) acquiring the whole of the Agreement and having the legal capacity, power and authority to become a party to and to perform the obligations of the Grantor under this Agreement being a local authority or other public body with jurisdiction which has sufficient financial standing or financial resources to perform the obligations of the Grantor under this Agreement and any other contract to which the Grantor is a party in connection with this Agreement; or
 - (b) to any other person with the prior written consent of the Operator (not to be unreasonably withheld or delayed), provided always that the Operator shall (without limitation) be reasonable in withholding its consent if such other person does not have sufficient financial standing or financial resources to perform the obligations of the Grantor under this Agreement and any other contract to which the Grantor is a party in connection with this Agreement or if such other person is a competitor of the Operator being a stadium operator operating anywhere in the world,

and provided that on any such assignment, transfer, novation or other disposal of this Agreement, the Services Agreements and the Underleases are assigned, transferred, novated or otherwise disposed of to the same entity.

38 Construction and Interpretation of this Agreement

38.1 Entire Agreement

- (a) This Agreement and the contracts in the agreed form referred to herein contain the entire agreement between the parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the parties in relation to such subject matter.

- (b) The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.
- (c) Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any Claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.
- (d) All warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.
- (e) Nothing in this Clause 38 will exclude any liability in respect of misrepresentations made fraudulently.

38.2 Precedence:

In the case of conflict or ambiguity, the order of precedence for this Agreement and the documents attached to or referred to in this Agreement are as follows:

- (a) Clauses 1 (Definitions and Interpretation) to 43 (Double Recovery) of this Agreement; and
- (b) Schedule 3 (Receivables and Payment);
- (c) Appendix 1 (Definitions and Drafting Conventions)
- (d) the remaining Schedules and their Appendices.

38.3 Severability of provisions

If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

38.4 Waiver

The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Agreement shall be in writing. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

38.5 Approval by the Grantor

No review, comment consent or approval by the Grantor under the provisions of this agreement (unless expressly stated otherwise) shall operate to exclude or limit the Operator's obligations or liabilities under this Agreement (or the Grantor's rights under this Agreement).

39 **Contract Administration**

39.1 Variation

No purported alteration or variation of this Agreement shall be effective unless it is, where applicable, made in accordance with the Change Control Procedure and in all cases is in

writing, refers specifically to this Agreement and is validly executed by each of the parties to this Agreement.

39.2 Counterpart Signatures

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original of this Agreement, but all the counterparts together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

39.3 Further Actions Required

Each of the parties shall, and shall use their reasonable endeavours to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may reasonably be required for the purpose of giving full effect to this Agreement.

39.4 Notices

- (a) Any notices sent under this Agreement must be in writing. Notice by email is deemed to be in writing.
- (b) Notices may be served, in the ways set out in the table set out below this Clause 39.4(b), at the addresses set out in Schedule 15 (Addresses for Service) or at such other address as the relevant party may give notice to the other party for the purpose of service of notices under this Agreement and, the following table sets out the respective deemed time and proof of service. Failure to copy for information purposes any notice, request, demand and other correspondence to an additional addressee (where required) shall not constitute invalid receipt.

Manner of Delivery	Deemed time of delivery	Proof of Service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Business Day	properly addressed and delivered
Prepaid first class recorded delivery domestic postal service	9.00am on the second Business Day after posting or at the time and date recorded by the delivery service;	properly addressed prepaid and posted
Prepaid international air postal service	9.00am on the fifth Business Day after posting	properly addressed prepaid and posted
Email	9.00am on the first Business Day after sending	despatched in a legible and complete form to the correct e-mail address without any error message provided that a confirmation copy of the e-mail is sent to the recipient by another method set out above. Failure to send a confirmation copy will invalidate the service of any e-mail transmission.

40 Dispute Resolution Procedure

- 40.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, then:
- (a) either party may call a meeting of the parties by giving not less than fifteen (15) Business Days' written notice to the other, and each party shall procure that an authorised representative attends all such meetings
 - (b) those attending the relevant meeting shall use all reasonable endeavours to resolve the dispute. If the meeting fails to resolve the dispute within fifteen (15) Business Days of its being referred to it, either party may refer the dispute to the Chairman for the time being of E20 and the Chief Executives of LLDC and Director of NLI and the Operator by notice in writing, who shall co-operate in good faith to resolve the dispute as amicably as possible within fifteen (15) Business Days of the dispute being referred to them;
 - (c) if the Chairman and Chief Executives fail to resolve the dispute in the allotted time, the parties may within that period agree in writing to enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement, appointed by the Centre for Effective Dispute Resolution, 70 Fleet Street, London EC4Y 1EU and shall attempt to settle the dispute in accordance with the CEDR Model Mediation Procedure; and
 - (d) if the parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the parties, shall be and remain binding on the parties.
- 40.2 The procedure in this Clause 40 shall be binding on the parties with regard to participation in the mediation but not as to its outcome. All negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings.
- 40.3 Except for any party's right to seek interim or interlocutory relief in the courts pursuant to Clause 40.6, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty (40) Business Days after the appointment of a mediator.
- 40.4 The parties shall bear their own legal costs of complying with Clause 40.1 but the costs and expenses of mediation shall be borne by the parties equally.
- 40.5 While the Dispute Resolution Procedure referred to in this Clause 40 is in progress and any party has an obligation to make a payment in respect of the matter in dispute to another party or to allow a credit in respect of such payment, the sum relating to the matter in dispute shall be paid into an interest-bearing deposit account to be held in the names of the relevant parties at a clearing bank and such payment shall be a good discharge of the parties' payment obligations under this Agreement. Following resolution of the dispute, whether by mediation or legal proceedings, the sum held in such account shall be payable as determined in accordance with the mediation or legal proceedings, and the interest accrued shall be allocated between the parties pro rata according to the split of the principal sum as between the parties.
- 40.6 Notwithstanding the provisions of this Clause 40, either party may take proceedings or seek remedies before the courts or any competent authority of any country for interim or interlocutory remedies in relation to any breach of this Agreement or infringement by the other party of that party's Intellectual Property Rights.
- 40.7 This Clause 40.7 shall only apply to disputes arising under a construction contract as defined in the Construction Act:
- (a) Notwithstanding any provision in this Clause 40, both the Operator and the Grantor

shall have the right to refer any dispute or difference as to a matter under or in connection with the Agreement to adjudication in accordance with the Construction Act and either party may, at any time, give notice in writing to the other of his intention to do so (hereinafter called a 'Notice of Adjudication');

- (b) Unless the adjudicator has already been appointed, he is to be appointed to a timetable with the object of securing his appointment within seven (7) days of the service of the Notice of Adjudication;
- (c) The adjudicator shall reach his decision within twenty eight (28) days of referral or such other longer period as may be agreed between the parties after the dispute has been referred;
- (d) The adjudicator may extend the period of twenty eight (28) days by up to fourteen (14) days with the consent of the party by whom the dispute was referred;
- (e) The adjudicator shall act impartially;
- (f) The adjudicator may take the initiative in ascertaining the facts and the law;
- (g) The decision of the adjudicator shall be binding until the dispute is finally determined by legal proceedings, by arbitration or by agreement in accordance with Clause 40;
- (h) The adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith. Furthermore, any employee or agent of the adjudicator acting in connection with the carrying out of the adjudication shall be similarly protected from liability.

40.8 If a dispute arises out of or in connection with this Agreement and that dispute has arisen (in part or in whole) out of or in connection with any Primary User Agreement, either party may request in writing to the other party, subject to such other party's agreement, that the relevant Primary User is joined as an additional party to the Dispute Resolution Procedure referred to in this Clause 40. However, the parties acknowledge and agree that no Primary User shall be joined to any Dispute Resolution Procedure unless and until the relevant Primary User has:

- (a) given its written agreement to participate in a Dispute Resolution Procedure in accordance with the terms of this Clause 40;
- (b) agreed that, where required as a result of the outcome of any Dispute Resolution Procedure, it will amend the relevant Primary User Agreement accordingly to give effect to any such outcome.

41 Law

41.1 This Agreement and any issues, disputes or Claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

42 Jurisdiction

42.1 All disputes or Claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

42.2 Notwithstanding Clause 42.1 above, either party may take proceedings or seek remedies before the courts or any competent authority of any country for interim or interlocutory remedies in relation to any breach of this Agreement or infringement by the other party of its Intellectual Property Rights.

43 Double Recovery

- 43.1 Notwithstanding any other provision of this Agreement (including in respect of the Operator's obligations and liabilities with regard to the Services Agreements), neither party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent it has already been compensated in respect of that loss pursuant to this Agreement. Notwithstanding the generality of the foregoing, in the event that the Operator suffers a loss or liability under the Primary User Agreement as a result of a Primary User exercising its rights and remedies under the Primary User Agreement, then the Grantor shall not be entitled to award any Service Credits pursuant to Appendix C (KPIs) of Schedule 2 (Services Specification) in relation to the matter giving rise to such loss or liability.

IN WITNESS OF THE ABOVE the parties have executed and delivered this Agreement on the date written at the head of this Agreement.

SIGNED for and on behalf of

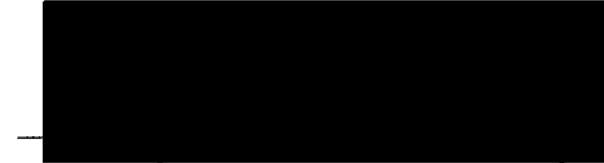
E20 STADIUM LLP by:

David Goldstone
Chief Executive
London Legacy Development Corporation



Authorized signatory of **LONDON LEGACY DEVELOPMENT CORPORATION**

Klm Bromley-Derry
Chief Executive
Newham Legacy Investments Limited

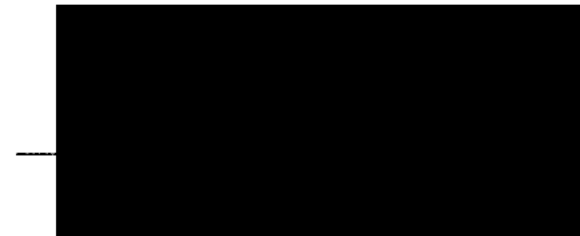


Authorized signatory of **NEWHAM LEGACY INVESTMENTS LIMITED**

SIGNED for and on behalf of

LONDON LEGACY DEVELOPMENT CORPORATION by:

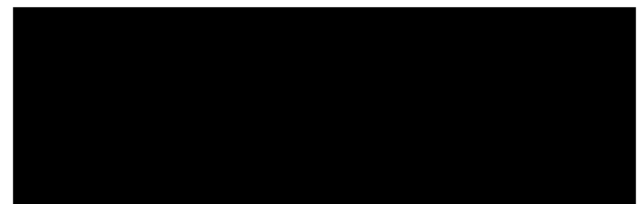
David Goldstone
Chief Executive
London Legacy Development Corporation



SIGNED for and on behalf of

LONDON STADIUM 185 LIMITED by:

London Stadium 185 Limited



Director/Authorized Signatory

Schedule 1

Opportunity Parameters

1 Commercial Priority

1.1 Priority

- (a) The Operator shall first and foremost act commercially, driving the financial success of the Site to deliver sustainability and profit by optimising usage to maximise return.
- (b) The Operator shall also support delivery of a range of community objectives and requirements as set out in this Schedule 1 (Opportunity Parameters).

1.2 Responsibility for revenue generation and operating cost categories

- (a) The Operator's commercial activity shall be based on the following allocation of responsibilities:

Table 1

Revenue categories	Responsibility for generating revenue category	
	Grantor	Operator
Collection of usage and other fees arising from the WH Agreement, the UKA Agreement or the ER2015 Agreement.	Yes	Yes as agent for the Grantor
Concerts	No	Yes
Matchday catering	No	Yes
Conferencing & banqueting	No	Yes
Athletics catering	No	Yes
South Park Kiosks	No	Yes
One off events	No	Yes
Pitch Hire	No	Yes
Stadium tours	No	Yes
Naming Rights	Yes	No
Pouring Rights	No	Yes
Secondary sponsorship other than: <ul style="list-style-type: none"> • Pouring Rights • Confectionary and Snacks Rights • Other Rights as identified pursuant to paragraph 1.3 below 	Yes	No

Confectionary and Snacks Rights	No	Yes
Other Rights	No	Yes

1.3 The Other Rights shall include:

- (a) at the Commencement Date sponsorship rights in respect of betting;
- (b) in the event that E20 has not entered into the Primary Naming Agreement:
 - (i) in respect of sponsorship rights in respect of ICT by 1 August 2015, sponsorship rights in respect of ICT with effect from 1 August 2015 (the "ICT Rights");
 - (ii) subject always to paragraph 1.4 below, in respect of all remaining categories of rights (i.e. rights that are not Naming Rights, Pouring Rights, Confectionary and Snacks Rights, ICT Rights or rights in respect of betting), by 1 April 2016 all such remaining categories of rights ("Remaining Rights").

1.4 If:

- (a) in respect of the ICT Rights the Operator receives any offer or proposal in respect to the exploitation of any of the ICT Rights prior to 1 August 2015; and
- (b) in respect of the Remaining Rights the Operator receives any offer or proposal in respect to the exploitation of any of the Remaining Rights prior to 1 April 2016,

then, prior to accepting any such offer or proposal, it shall first submit any such offer or proposal to the Grantor for its consideration, whereby, the Grantor in its sole discretion shall:

- (c) subject to paragraph 1.5, give its written consent for the exploitation by the Operator of the ICT Rights and/or the Remaining Rights which are the subject of the relevant offer or proposal; or
- (d) give written notice of its refusal of consent for the exploitation by the Operator of the ICT Rights and/or relevant Remaining Rights.

1.5 Any written consent to the exploitation of any Remaining Rights which is given by the Operator pursuant to paragraph 1.4(c) above, or requirement issued pursuant to Clause 6.5 (d)(ii), shall be subject always to the Operator including, where requested by the Grantor, in any agreement for the exploitation of any Remaining Rights:

- (a) a right of termination at any time upon notice in the event that the Grantor, acting reasonably, wishes to engage with or appoint a Naming Rights Partner in respect of the category or categories of Remaining Rights to which the relevant agreement relates;
- (b) a right to novation to the Grantor or a party nominated by the Grantor on termination of this Agreement.

2 Community Requirements

2.1 Community Track

- (a) The Operator has responsibility for the Community Track with effect from the end of the Final Transformation Period.

- (b) The Community Track will be available for public use from 1 September 2017 after the 2017 WAC and use by Legatum Academy pursuant to the Legatum Academy Agreement.
- (c) The Operator shall operate the Community Track with effect from the end of the Final Transformation Period in accordance with the Specification and shall:
 - (i) provide access on the basis set out in the Legatum Academy Agreement in return for payment of the fees set out in that agreement;
 - (ii) open the Community Track a minimum of three hundred (300) days a year to provide access for community activity, athletics event warm-up use, public "pay and play" access and to Legatum Academy;
 - (iii) price access to the Community Track (except as stipulated otherwise in the Legatum Academy Agreement) consistently with current London Borough of Newham charges at its facility at Newham Leisure Centre subject to an annual increase no more than once in any twelve (12) month period not to exceed the annual increase in the retail prices index in the previous 12 months;
 - (iv) make the Community Track available for "pay and play" access for those wanting to use the track for training;
 - (v) make available the Community Track as:
 - (A) the home for Newham and Essex Beagles Athletics Club, including regular weekly club training and competitions;
 - (B) the base for the Newham Athletics Network;
 - (C) the base for running initiatives including "Run England" programmes;
 - (vi) host school and club sports days (some held on the Community Track, some of the Stadium track); and
 - (vii) subject to paragraph 4.6(c) of this Schedule 1, host special community events.
- (d) The Operator will have the freedom to programme the Community Track, and within the above parameters and subject to the Legatum Academy Agreement, the Operator may close or restrict access to the Community Track when its operation would conflict with other Stadium uses (e.g. as overlay space for concerts), although it has been designed to operate as a standalone facility from the main Stadium.

2.2 Learning Zone

- (a) The Specification sets out the arrangements for the Learning Zone.
- (b) The Operator is not required to fit out the Learning Zone or manage the zone or deliver the programmes.
- (c) The Operator must:
 - (i) provide the Learning Zone to London Borough of Newham, rent free;
 - (ii) ensure appropriate access and basic utilities (heat, power, light and water) to the Learning Zone at cost to London Borough of Newham;
 - (iii) be supportive of the programme delivered from the Learning Zone and contribute positively to its success.

2.3 Community Plans

The Operator shall fulfil its responsibilities set out in Schedule 4 (Priority Themes).

3 Event Opportunity

3.1 Priority

- (a) The Operator shall optimise events and activity in the Stadium and the South Park to maximise the commercial return.
- (b) Events to be held in the Stadium shall have priority over Events to be held in the South Park.

3.2 Stadium Bowl

- (a) Subject to the Opportunity Parameters, the Operator will be able to exploit the significant opportunities on Event Days relating to a Primary User, including food and beverage and associated activity.
- (b) On Event Days which do not relate to a Primary User, the Operator is free to secure events utilising the field of play. These could include sports matches, pitch hire and cultural events such as concerts.
- (c) Planning permission was granted for Stadium in August 2013, the permission was subject to conditions and a Section 106 Agreement, which restrict the number of sporting events (for sixty thousand (60,000) spectators) to eighty seven (87) per year and non-sporting events (for eighty thousand (80,000) spectators) to ten (10) a year. Of those ten (10) non sporting events:
 - (i) six (6) are permitted to have a music noise level of not more than 75dB(A) 15mins leq measured 1m from the façade of sensitive receptors.
 - (ii) four (4) are permitted to have a music noise level of not more than 65dB(A) 15mins leq measured 1m from the façade of sensitive receptors.

3.3 Stadium Facilities

- (a) The Operator will have full responsibility for all year round Stadium uses, including Event Day and Non-Event Day conferences, banqueting and Stadium tours, and will retain all revenues from such events. The Stadium has significant hospitality and event space within the West Stand which can be used for corporate events, showcases, exhibitions, banquets and other functions.

3.4 South Park

- (a) The Operator may use unbuilt and undeveloped parts of South Park for Operator procured events from the South Park Commencement Date to such a date that they are removed by the Grantor in accordance with Clause 6.3 (Exploitation of the Opportunity). Please refer to the Site Plan which shows the potential event areas, being Stratford Water-Front, South Park Plaza and Southern Events Lawn, their size and the number of years they are available for use. The potential event areas do not include the bridges over the canal and railway, the access routes into South Park over the bridges or the canal towpaths and river banks. The area to the east of the Waterworks River known as the Western Headhouse is available as a storage area in support of events to be held elsewhere within South Park.
- (b) The Operator may develop the programme of content for the Site in the knowledge that it has operational control over the Stadium and South Park, allowing full integration of Events and the ability to develop significantly expanded programmes over and above each site alone.

- (c) Without prejudice to the Operator's right to exploit the South Park as it sees fit in accordance with this Agreement, the Operator will also have the rights to fit out and operate four (4) catering kiosks currently located in the South Park. The Grantor will retain keys to the kiosks and may from time to time on reasonable notice after consultation with the Operator and at the Grantor's cost close demolish and rebuild one or more of the kiosks being no smaller in size either on the current or an alternative location within South Park. The Operator's obligations in respect of the maintenance and hand-back of the kiosks shall not in any way be increased as a result of the Grantor opting to demolish and rebuilding one or more of the kiosks.
- (d) The Grantor is entitled to organise Events (being non-commercial Events and not inconsistent with the Operator's right of exclusivity to the Opportunity) on the South Park but subject always to the Operator's right to organise Events on the South Park (subject to the provisions of this paragraph). The parties shall liaise and coordinate the Event calendar for South Park in accordance with paragraph 4.2 and by notifying each other in writing of potential and actual Events. The Grantor shall notify the Operator prior to entering into a contract for an Event on South Park which cannot be cancelled or can only be cancelled on the Grantor incurring a cost or liability, and the Operator must notify the Grantor in writing any objection to such Event within five (5) Business Days of receipt of the Grantor's notification. If the Operator makes no objection then the Grantor is entitled to proceed with such Event.
- (e) Subject to the Grantor giving the Operator not less than twenty (20) Business Days' notice in writing, access to all or part of South Park may be closed for the carrying out of estate maintenance by or on behalf of the Grantor, provided that the Grantor shall use its reasonable endeavours to ensure that re-opening occurs as quickly as possible and in any event, the provisions of Clauses 16 (Excusing Event) and 31 (Step-In) shall apply.

4 Existing Event Parameters

4.1 Applicable Documentation

- (a) The Operator must schedule Events within the parameters set out in:
 - (i) the WH Agreement;
 - (ii) the UKA Agreement;
 - (iii) the ER2015 Agreement;
 - (iv) paragraphs 2 and 4.6 of this Schedule 1 (Opportunity Parameters);
 - (v) any planning consents in force from time to time;
 - (vi) a venue hire agreement in respect of the 2017 PAC and 2017 WAC in 2017;
 - (vii) in respect of the Community Track, the Legatum Academy Agreement.

4.2 Management of the Event Calendar

- (a) The Operator will control and manage the Event Calendar in accordance with this Agreement and the Primary Usage Agreements, for each Stadium Event Year. The Operator shall on 1 August each year issue to the Grantor the Event Calendar for the following year and provide it to an updated version quarterly or on request from the Grantor;
- (b) All Events must be scheduled in accordance with the Operator's obligations regarding the Event Calendar and the Event parameters set out in this paragraph 4.

- (c) The Operator will liaise and consult with the Grantor and the Primary Users, and organise Event Calendar meetings on a quarterly basis.
- (d) The Operator shall coordinate, chair and record event day planning meetings with key stakeholders such as E20, London Borough of Newham, the emergency services, QEOP management and others as required.
- (e) The Site is part of the Queen Elizabeth Olympic Park which is an integrated global visitor destination. The Operator shall:
 - (i) support the quality of and length of the QEOP-wide visitor experience, where appropriate, by cross-marketing events, venues and attractions;
 - (ii) where appropriate align and/or potentially integrate campaigns to provide best value for money and commercial impact.
- (f) The Operator will be obliged to host Events proposed by the Grantor if there is available space in the Event Calendar and it is economically viable for the Operator to do so.
- (g) Where the Operator procures Operator Events, the Operator will have sole responsibility for the procurement and delivery of such Operator Events.

4.3 West Ham United

The parties agree that the provisions of this paragraph 4.3 are subject to the provisions of Schedule 16 (Responsibility Matrix):

- (a) WHUFC Event Days represent a major opportunity for the Operator to generate income, including from food and beverage sales.
- (b) A number of rights have been agreed in the WH Agreement which provide WHUFC a priority in the Events Calendar.
- (c) The Operator must comply with the Overriding Priority Principle and the obligation in the WH Agreement to provide refreshments, catering and ancillary Services at a quality and price comparable to Comparable Clubs.
- (d) It is anticipated (subject to the provisions of the WH Agreement) that a base number of twenty five (25) competitive home matches per year will benefit from the Overriding Priority Principle when WHUFC is playing the Premier League and thirty (30) matches if playing in the Championship.
- (e) The set-up and breakdown time is a maximum of twenty four (24) hours either side of the event, but no other events may be staged on the field of play forty eight (48) hours before a club match where in the opinion of WHUFC, acting reasonably, as notified to the Operator by the Grantor or by WHUFC, there is a risk of subsequent postponement or abandonment of a WHUFC Event Day (due to, for example, the condition of the pitch not meeting the requirements of the WH Agreement).
- (f) Up to two (2) friendly and two (2) youth team matches (e.g. Premier League u21 games) per season may also be played at the Stadium, subject to the Operator agreeing them in the Event Calendar.

4.4 UK Athletics

- (a) UK Athletics shall, or shall use its reasonable endeavours to, hold the following events at the Stadium during the Athletics Window:

- (i) London Grand Prix (unless the date falls outside the Athletics Window in which case it will only be held at the Stadium subject to availability of the Stadium);
 - (ii) the English Schools' Athletics Association Schools Track and Field Championships;
 - (iii) the Senior UK Championships;
 - (iv) the Diamond League Final;
 - (v) the European Athletics Championships; and
 - (vi) any other Athletics Event notified by UKA.
- (b) The Operator can hold other Events at the Stadium on weekdays during the Athletics Window unless such days have been designated as Athletics Events Days or set up/break down days.
 - (c) The Operator may hold alternative Events (other than UK Athletics events) on weekend days (other than Athletics Events Days) during the Athletics Window subject to paying UK Athletics twenty five percent (25%) of the Usage Fee (being the Alternative Event Revenues less the Alternative Event Costs), all as defined in the UKA Agreement or agreeing other arrangements with UK Athletics.
 - (d) The Operator may request to hold a maximum of two (2) alternative Events (other than UK Athletics events) on Athletics Events Days during the Athletics Window subject to payments being made to UK Athletics in respect of their costs of relocating or rescheduling their Athletics Event and twenty five percent (25%) of the Usage Fee (being the Alternative Event Revenues less the Alternative Event Costs), all as defined in the UKA Agreement or agreeing other arrangements with UK Athletics.

4.5 Major Sporting Events

- (a) The Grantor may arrange for the Stadium to host a Major Sporting Event no more than once every four (4) years, on giving at least two (2) years' prior notice is given to Primary Users and reaching agreement with those Primary Users as to the amendments that would need to be made to their respective rights.

4.6 Community Events

- (a) The Operator shall make the Stadium available for access for:
 - (i) up to ten (10) days per year of community events organised by London Borough of Newham (at a cost to the Grantor no more than the charges payable by UKA pursuant to the UKA Agreement), including:
 - (A) the annual Newham London Run. It is anticipated that this event will be staged during July in close proximity to the Diamond League event, in order to minimise the impact on the Operator's flexibility;
 - (B) between 0-4 days for community sports events for Newham School children, held midweek during the day during the 5/6 week Athletics Window in June / July of each year;
 - (C) between 0-2 days, during the Athletics Window, for a disability athletics vents held in conjunction with the International Paralympic Committee, with a strong community focus;

- (D) between 0-2 days for Community / Charity Football events, with access to the pitch for matches for Newham residents (at the end of the football season and subject to agreement with WHUFC);
 - (E) between 0-3 days for non-sports community events, most likely to be held in the mid May 3rd week in June period;
 - (F) between 0-3 days during the football season for community events such as firework displays; and
 - (G) an open day for Newham residents to access Stadium tours; and.
- (ii) up to five (5) days per year of community events organised by LLDC (at a cost to LLDC no more than the charges payable by UKA pursuant to the UKA Agreement), including:
- (A) between 0 – 2 days for annual National Paralympic Day, most likely to be held in July; and
 - (B) between 0 – 3 days for the annual RideLondon cycling event (which shall include some road closures and limited access to the South Park during the day preceding the event), most likely to be held in August.
- (b) The Operator shall:
- (i) support the delivery of appropriate community events;
 - (ii) charge the Grantor for facilities and services used for community events on the same basis as under the UKA Agreement;
 - (iii) identify how community access can be secured to Events in the Stadium, in which case, where appropriate and significant such access would count as meeting one of the ten (10) community days referred to in paragraph 4.6(a).
- (c) the Grantor shall:
- (i) manage community events around the commercial and Primary User events in the Event Calendar;
 - (ii) not use such community days to deliver commercial events;
 - (iii) only request appropriate access to the Stadium for the event being held.

4.7 Operator Events

- (d) Operator Events must comply with all Applicable Laws, and must not relate to any of the Excluded Categories.
- (e) Operator Events may require consent or notification to the Grantor, as set out in table 2 below:

Table 2

Category	Requirement	Event Type
1	Notification to the Grantor (such notification may be via the provision of the Event Calendar)	<ul style="list-style-type: none"> • Non-Event Day conferencing and catering; • one-off events – e.g. a single NFL/Rugby game (can be multi-year as long as within the Term);

		<ul style="list-style-type: none"> international football friendly/final/full international fixture/club friendly; delivery of community days; concert(s) one (1) band could play for three (3) nights for example); any other event(s) where the commitment is within the Term (except events in category 2 or 3); and Non-football club concessionaire (as long as within Term and consistent with existing agreements).
1b	Notification to the Grantor	<ul style="list-style-type: none"> any failure or risk of failure to fulfil the Operator's obligations in relation to the Primary Usage Agreements.
2	A formal competition is potentially required at the discretion of the Grantor	<ul style="list-style-type: none"> use of the Stadium as a home ground for the playing of football (excluding an international match where it is classified as a home game for one of the teams)
3	Grantor consent required	<ul style="list-style-type: none"> any Event at the Stadium to take place prior to 1 August 2016 any Event which is a half marathon with more than five thousand (5000) competitors. Any Event for a distance longer than a half marathon with more than one thousand (1000) competitors.
4	Grantor reserved matter/board approval required	<ul style="list-style-type: none"> a Major Sporting Event; any potential commitment (including Pouring Rights or Marketing Rights) which would extend beyond the Term; and use of the Stadium as a home ground for the playing of football (excluding an international match where it is classified as a home game for one of the teams)

5 Restrictions on the Site

5.1 West Ham United FC sub-lease

(a) WHUFC have the day-to-day control and use of the following areas:

- (i) Retail shop;
- (ii) Ticket office;
- (iii) Board room;
- (iv) Players' lounge;
- (v) Office space; and

- (vi) Various storage areas

as outlined Green on plans LC201-STA-GND-A-DSP-1020 Rev. P02 Level LG Revised and LC201-STA-P01-A-DGA-1022 Rev. P07 Level 1 in Schedule 14 (Plans).

- (b) The Operator will not be required to operate these areas under the terms of this Agreement.

5.2 Learning Zone

- (a) The Operator will provide the Learning Zone.
- (b) The Operator will not be required to operate the Learning Zone under the terms of this Agreement.

5.3 South Park

- (a) During the Term, the area of the South Park available for exploitation as part of the Opportunity shall reduce in accordance with Clause 6.3 (Exploitation of the Opportunity).

5.4 Community Track

- (b) In accordance with the LMT Agreement, the naming rights in relation to the Community Track are not available for exploitation by the Operator. The Grantor shall provide all reasonable assistance and co-operation to the Operator should it wish to discuss the naming rights in relation to the Community Track with London Marathon Trust (including to avoid any conflict in Marketing Rights).

6 Restrictions on Exclusivity of Catering Services

6.1 For Major Sporting Events which requires a Clean Stadium, the Grantor shall use reasonable endeavours to retain the right for the Operator to provide the Catering Services but this cannot be guaranteed.

6.2 In respect of known future Major Sporting Events, E20 can confirm that:

- (a) the Operator will retain the right to provide Catering Services under the agreement for the 2017 WAC and 2017 PAC, both subject to agreement on specification and pricing with London 2017 Limited and London Championships Limited.
- (b) in respect of ER2015, the Operator will retain the right to provide the Spectator Catering Services (as defined by the ER2015 Agreement) but ER2015 have the rights for the hospitality areas including the provision of the Hospitality Catering. It is anticipated that the ER2015 may wish to sub-contract the latter to the Operator but there is currently no undertaking in place to this effect; again this would be subject to agreement with ER2015 and E20.

6.3 For other Events, the Operator's overriding priority to act commercially, driving a financially successful Stadium that delivers sustainability and profit, optimising usage to maximise return shall take priority over its exclusivity in relation to the Opportunity, and where commercially viable, it shall grant the right for Event Owners to procure their own catering services.

7 Restrictions on Pouring and Marketing Rights

7.1 The appointment of any supplier in relation to Pouring Rights must comply with Clause 6.5 (Exploitation of the Opportunity) and this Agreement. The duration of any such supply agreement shall not exceed the Term.

7.2 Pouring Rights and Marketing Rights must comply with all Applicable Laws, and must not relate to any of the Excluded Categories.

7.3 The Operator shall be responsible for the procurement, cost and installation of all beverage storage, cooling, and delivery and dispensing equipment within the Catering Facilities relating to the Pouring Rights.

7.4 Subject to paragraph 1.2, the Grantor retains primary Naming Rights and category exclusivity in respect of Marketing Rights until such a time that the Naming Rights Partner is appointed or particular brand categories are discounted from the process. All remaining Marketing Rights will be available for exploitation by the Operator from this time.

Schedule 2
Services Specification

Definitions:

In this Schedule, the following defined terms shall apply:

Annual Report	means as defined in Appendix B (Reporting Requirements)
CAFM	means as defined in paragraph 10.5.1;
Contractor	means a contractor appointed under the Transformation Works Tier 1 Contract or otherwise in relation to the Transformation Works;
Event Management Plan	means as defined in paragraph 6.2.7;
Final Capacity	means as defined in paragraph 8.2.3;
Full Operating Period	means the period commencing on the Stadium Opening Date and expiring on the date of expiry or termination of this Agreement;
GSC	means as defined in paragraph 8.2.1;
Lifecycle Threshold	means as defined in paragraph 12.2.4;
Maintenance Threshold	means as defined in paragraph 10.2.7;
Monthly Report	means as defined in Appendix B (Reporting Requirements);
QEOP Operator	means the Grantor or its agent, employee or subcontractor;
Quarterly Report	means as defined in Appendix B (Reporting Requirements);
Reasonable Industry Practice	means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a skilled and experienced person engaged in the carrying out of the Retractable Seating Services at the Site under the same or similar circumstances;
Retractable Seating Contractor	means as defined in the definition of Retractable Seating Agreement;
Retractable Seating Services	means as defined in paragraph 10.1.3(b);
Retractable Seating Services Commencement Date	means as defined in paragraph 10.1.7;
Retractable Seating Testing Event	means as defined in paragraph 10.1.4;
Service Matrix	means the service matrix set out at Appendix A (Service Matrix) to this Schedule;
South Park Operating Period	means the period commencing on the South Park Commencement Date and expiring on the date of expiry of termination of this

	Agreement;
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1 Scope of Operations

1.1. Service Matrix

1.1.1. The Service Matrix in Appendix A (Service Matrix) sets out the Services to be provided by the relevant persons (including the parties) during the various periods of the Agreement.

1.1.2. The general obligations outlined in this Schedule and the Agreement will, unless otherwise stated, apply during all periods of the Agreement.

1.2. South Park

1.2.1. The Operator shall be responsible for providing the Services identified in the Service Matrix to South Park during the South Park Operating Period and the Full Operating Period.

1.3. Stadium and Stadium Island

1.3.1. The Operator will be responsible for providing the Services identified in the Service Matrix to the Stadium and Stadium Island during the Initial Transformation Period, the Initial Stadium Event Period, the Final Transformation Period and the Full Operating Period.

1.3.2. During the Initial Transformation Period the Operator will provide those Services identified in the Service Matrix, and plan and prepare for delivery of the Services required during the Initial Stadium Event Period.

1.3.3. During the Initial Stadium Event Period the Operator will provide those Services identified in the Service Matrix.

1.3.4. During the Final Transformation Period the Operator will provide those Services identified in the Service Matrix and plan and prepare for delivery of the Services required during the Full Operating Period.

1.3.5. In accordance with Clause 5.4(d) (Transformation Period), the Grantor acknowledges that the Operator and the Caterer will require access to the Stadium during the Final Transformation Period, including to show the Stadium to potential clients (Event Hosts, non-match day clients, sponsors) and to host Events such as seminars, banquets and conferences. However, any such access will be subject always to Grantor/Contractor (as required) availability and must be timed to minimise disruption to the Transformation Works programme.

1.3.6. The Grantor shall make available the Hospitality Areas to the Operator immediately upon Completion.

1.4. Full Operating Period

1.4.1. During the Full Operating Period the Operator will provide those Services identified in the Service Matrix and otherwise in the Agreement to the Stadium and Stadium Island, and to South Park.

2. General Obligations

2.1. Grantor Obligations

2.1.1. Subject to Schedule 16 (Responsibility Matrix), the Operator shall be responsible for fulfilling the Grantor obligations contained within the Primary Usage Agreements along with the Grantor obligations set out in the Planning Conditions.

2.2. General Obligations

- 2.2.1. The Operator shall co-operate and consult at all times with the Grantor, all stakeholders and the QEOP management team, local venues and businesses with regard to the development and implementation of co-ordinated management plans and procedures for day-to-day and Event Day activities at the Site.
- 2.2.2. The Operator shall ensure co-operation and integration at all times with the QEOP's management team with regards to day-to-day activities, Event delivery, security protocols and the implementation of integrated contingency and emergency evacuation plans in relation to the wider park.
- 2.2.3. The Operator shall co-operate and co-ordinate their activities with the management of other venues and spaces across the QEOP to ensure suitable co-ordination of all Events.
- 2.2.4. The Operator shall be responsible for all aspects of the operation and management of the Site except to the extent expressly stated otherwise in this Schedule.
- 2.2.5. The Operator shall at all times manage and deliver the Services in accordance with:-
- (a) the terms of the Agreement;
 - (b) The requirements and standards as described in this Specification; and
 - (c) where specified, in consultation with the Grantor.
- 2.2.6. Subject to Clause 5.6 (Transformation Period), the Operator shall ensure compliance with the following:
- (a) The Planning Conditions;
 - (b) The General Safety Certificate and any Special Safety Certificates issued under the Safety of Sports Grounds Act 1975;
 - (c) The Premises Licence(s) issued under the Licensing Act 2003;
 - (d) The Licence to Admit Spectators issued by the Sports Grounds Safety Authority (SGSA);
 - (e) A Guide to health, safety and welfare at music and similar events (or equivalent): published by the Health and Safety Executive (HSE);
 - (f) The Guide to Safety at Sports Grounds published by the Department for Culture, Media and Sport (The Green Guide)
 - (g) Model National Standard Conditions for Places of Entertainment and Associated Guidance: published by the District Surveyors Association (DSA);
 - (h) Any relevant technical publications: published by the Sports Grounds Safety Authority (SGSA);
 - (i) Fire Safety Risk Assessments and other relevant publications: published by Her Majesty's Stationary Office (HMSO);
 - (j) UEFA stadium infrastructure and safety regulations;
 - (k) IAAF Competition Rules, Technical Regulations: published by the International Amateur Athletics Federations (IAAF);
 - (l) Rules of UK Athletics;
 - (m) Rules of The Football Association, Football Premier League and Football League;

- (n) Rules of the Rugby Football Union (RFU);
 - (o) Rules of the Rugby Football League (RFL);
 - (p) The National Football League Rulebook (NFL);
 - (q) Professional Game Board (PGB) minimum standards criteria;
 - (r) FIFA Football Stadium Handbook current edition; and
 - (s) Any other professional sporting body rules relevant to any future Event.
- 2.2.7. Subject to the Schedule 9 (Change Control Procedure) from the Commencement Date, the Operator shall conform to all Applicable Laws and shall keep itself informed as to any change in Applicable Law that may affect the Services, and will alter the provision of Services in reaction to those changes as appropriate.
- 2.3. Policies & Standards
- 2.3.1. The Operator shall comply with all the Grantor's policies, procedures and standards as they apply to the delivery of the Services.
- (a) Security access application & approvals process;
 - (b) Workplace strategy / utilisation policy;
 - (c) Health & safety policy;
 - (d) Environmental policy;
 - (e) Business continuity policy;
 - (f) Sustainable operations policy; and
 - (g) Social responsibility policy.
- 2.4. Operations Manual
- 2.4.1. In accordance with the Clause 5.3 (Transformation Period) and by no later than 2 April 2015, the Operator shall develop and issue to the Grantor an Operations Manual in consultation with Grantor, the Licensing Authority, the Primary Users, the emergency services, and other stakeholders and interested parties. The Grantor shall co-operate with the Operator to procure, where reasonably possible, that the Primary Users provide reasonable assistance to the Operator in relation to the development of the Operations Manual. The Operations Manual shall set out how the Operator shall fulfil its obligations in this Specification including the following sections:
- (a) Spectator safety policy statement
 - (b) Safety management structure
 - (c) Capacity calculations
 - (d) Stewarding plan
 - (e) Medical plan
 - (f) Fire safety plan
 - (g) Contingency and emergency plans

- (h) Generic risk assessments for standard activities
- (i) Ticketing strategy
- (j) Segregation policy
- (k) Accreditation strategy
- (l) Transport, travel and traffic management plan (including vehicle movement and parking)
- (m) Event Management Plan – liaison (planning meetings, briefing and debriefing, media liaison)
- (n) Event Management Plan – opening, ingress and egress
- (o) Event Management Plan – structures, installations and components
- (p) Event Management Plan – spectators (including incident investigation and reporting)
- (q) Planned and preventative maintenance/tests/inspections schedule and records
- (r) Live and table-top exercises
- (s) Specific risk assessments (including security threat assessment)
- (t) Event specific risk assessments
- (u) Event file
- (v) Review and audits
- (w) List of Annexes, including but not limited to
 - (i) Staff training policy
 - (ii) Health and safety at work risk assessments – facilities management staff
 - (iii) Health and safety at work risk assessments – catering and hospitality staff
 - (iv) Health and safety at work risk assessments – safety and security staff
 - (v) Health and safety at work policy
 - (vi) Standard operating procedures – facilities management
 - (vii) Standard operating procedures – ICT
 - (viii) Standard operating procedures – catering and hospitality management
 - (ix) Standard operating procedures – 24/7 security management (including visitor safety policy)
 - (x) Ground Regulations
 - (xi) ICT Plan

2.4.2. The Operator shall update the Operations Manual to reflect any changes in the operations, and shall provide an updated Operations Manual to the Grantor on reasonable request and in respect of the Initial Stadium Events by no later than 8 May 2015 and in respect of the first update thereafter, by no later than 31 January 2016, and thereafter, no less than twenty (20)

Business Days prior to each anniversary of the Commencement Date.

2.5. Building Records

- 2.5.1. The Operator shall be responsible for maintaining the O&M Manuals, drawings, Asset Register (subject to paragraph 12.1 below), maintenance and service records, statutory test and inspection compliance certificates, inspection programmes, orders, log books, documents and the relevant health and safety file(s) for the Sites. These shall be held at the Site. The Operator shall ensure that they remain up-to-date and that all records are stored retained and disposed of in accordance with Good Industry Practice and the Grantor's policies and procedures.
- 2.5.2. The Operator shall keep up-to-date disposal records for all hazardous and non-hazardous waste.
- 2.5.3. The Operator shall have full responsibility for the updating of all building records following any works projects carried out by itself or its Subcontractors during the Term.
- 2.5.4. For changes not carried out by the Operator or its Subcontractors, the Operator will be responsible for advising the Grantor of any identified updates required to plans, records and drawings based on the information reasonably available to the Operator or its Subcontractors, who will either update the drawings accordingly or request the Operator to perform this action on behalf of the Grantor at the Grantor's expense.
- 2.5.5. The Operator shall have all building records included in paragraph 2.5.1 available for inspection by the Grantor on request at all times upon reasonable notice.

2.6. Information Ownership

- 2.6.1. All building records, data and information obtained by the Operator during the delivery of the Services, including information held on the CAFM and Helpdesk, the Asset Register and any other such information shall remain the exclusive property of the Grantor, shall be made available to the Grantor on request at all times upon reasonable notice and left in the possession of the Grantor upon expiry or termination of the Agreement.

2.7. Methods of Working & Standards

- 2.7.1. The Operator shall at all times deliver the Services in a manner which minimises disruption to, and ensures the health and safety of, all the Grantor staff and members of the public and spectators whilst at the Site.
- 2.7.2. The Operator shall manage and deliver the Services, through the development and implementation of working practices that:-
 - (a) take account of established Good Industry Practice;
 - (b) take advantage of new technologies;
 - (c) ensures the Services are delivered to a professional and high quality standard; and
 - (d) comply with Applicable Laws.
- 2.7.3. The Grantor reserves the right, if it considers it necessary, to notify or seek the advice of the appropriate enforcing statutory authority where the Grantor believes that there is, has been, or will be a breach of the relevant health and safety regulations or any other Applicable Laws relating to health and safety.

2.8. Equipment, Materials, Products, Spares & Consumables

- 2.8.1. Subject to Clause 11 (FF&E), paragraphs 11 and 12 and Appendix G (QEOP Stadium Capital Scope Summary), the Operator shall provide all Equipment required to deliver the Services.

Each party shall provide all Equipment, facilities and services which are the responsibility of that party as set out in Appendix G (QEOP Stadium Capital Scope Summary).

- 2.8.2. The Operator shall provide all materials, consumables and products necessary to deliver all Services, except where explicitly stated otherwise.
- 2.8.3. The Operator shall ensure the most energy efficient replacement parts, components, and Equipment are selected wherever possible.
- 2.8.4. Where available, Energy 'A+' or better rated appliances shall be provided as replacements for appliances.
- 2.8.5. The Operator shall ensure that all replacement parts or materials are on a like-for-like basis, or where this is not possible shall be of a comparable quality and appearance and shall be agreed in advance with the Grantor (acting reasonably).

3. Operator's Personnel

3.1. Sites Management Team

- 3.1.1. The Operator will identify the management team responsible for the day to day management of the Sites, and ensure that suitable, responsible, qualified and experience management are available at the Sites at all times. The key roles will be identified by the Operator, in accordance with Schedule 7 (Key Personnel).

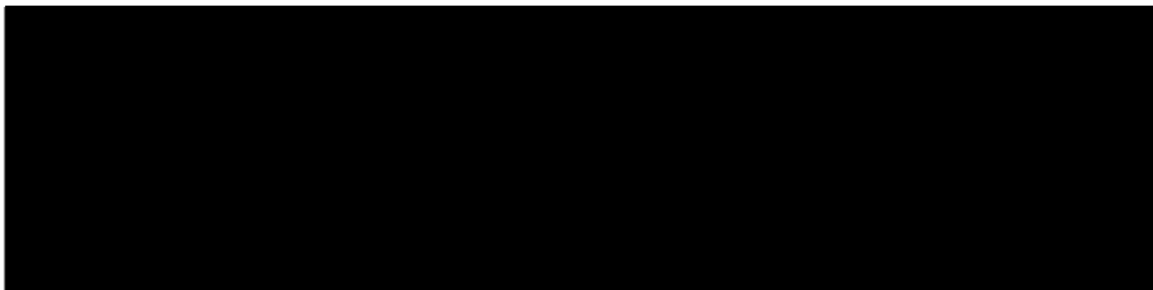
3.2. Uniforms

- 3.2.1. The Operator will propose and agree with the Grantor (acting reasonably) the style of uniforms to be worn by all non-management Personnel.
- 3.2.2. During Clean Stadium Events, and when agreed with the Event Host by the Operator, the uniforms of all operational Personnel while present at the Sites are required to be unbranded (with costs reflected in the venue hire fee agreed between the Operator and the Event Host).

4. The Sites

4.1. Stewarding & Traffic Management

4.1.1.



- 4.1.2. The Operator shall be responsible for the provision of all traffic management and road closures relating to the Event in accordance with the Event Management Plan, including provision of suitably qualified traffic marshals and traffic management infrastructure, and limited to the areas shown in the Operational Plan at Schedule 14 (Plans) or as otherwise agreed in the Event Management Plan for a particular Event.
- 4.1.3. The Operator shall be responsible for coordination with all Event management stakeholders during Event delivery and planning.

4.2. Litter Removal

- 4.2.1. During and after an Event Day the Operator shall be responsible for providing litter removal to the Site limited to the area shown in the Operational Plan in Schedule 14 (Plans) or as

otherwise agreed in the Event Management Plan for a particular Event.

4.3. Clean Stadium Requirements

4.3.1. When a Clean Stadium is required by agreement with the Event Host, the field of play, seating bowl and such other parts of the Stadium Island shall be provided by the Operator free of any commercial branding during the relevant Event Days. The cost of the removal/covering up of any pre-existing commercial branding shall be included in the venue hire fee and be treated as an Event Cost.

4.4. Fanzone

4.4.1. Should any Event Host wish to stage a Fanzone in the Park, the Operator shall endeavour to make a suitable location within the Site available for such purposes, subject to agreement of satisfactory commercial terms.

4.5.

4.5.1.



5. Health & Safety Management

5.1. General Health & Safety Requirements

5.1.1. In discharging its corporate, contractual and duty of care responsibilities, the Operator shall implement a health and safety policy and create a safety culture to promulgate the safety objectives set out by Grantor which are in addition to the Operator's own safety objectives and responsibilities under the relevant legislation.

5.1.2. The Operator shall create and maintain a safety culture and safe working environment that meets industry best practice through engaging all workers in health and safety objectives such as staff training, committees, reviews, audits and other safety related initiatives.

5.1.3. The Operator shall be responsible for health and safety at the Site as it relates to the delivery of the Services or fulfilment of the Agreement.

5.1.4. Subject to Schedule 9 (Change Control Procedure), the Operator shall adapt the Services to respond to changes in Applicable Laws and where such policy changes are notified to the Operator the Grantor's policy changes.

5.1.5. Subject to Schedule 9 (Change Control Procedure), the Operator shall ensure the Stadium, Stadium Island, the Services and, for Events only, South Park remain up-to-date with Change in Law and any advances in technology that may affect health and safety at the Sites.

5.2. Working Safely

5.2.1. The Operator shall be responsible for the setting up and operation of a safe system of work with regard to the Services, in line with its risk assessments and method statements, and the management of communication to the Grantor including the Operator's systems for;

- (a) Lone working;

- (b) Hot works;
 - (c) Confined spaces;
 - (d) Working at heights; and
 - (e) Out of Hours working.
- 5.2.2. The Operator shall be responsible for issuing and managing all permits to access and permits to work. The Operator is also required to manage and agree all third party consents as part of this process (for example landlords) before commencing the Services.
- 5.2.3. For the avoidance of doubt, all permits to work shall be supported by full risk assessments and method statements for undertaking the work
- 5.2.4. The Operator shall pro-actively manage and keep up-to-date records of all health and safety risk assessments, method statements and safe systems of work, which relate to delivery of the Services or fulfilment of the Agreement.
- 5.3. Incident Management
- 5.3.1. The Operator shall comply with all relevant health & safety regulations relating to the recording, investigation and reporting of health and safety accidents and incidents, and also any public order incidents:-
- (a) At the Site;
 - (b) In connection with an Event; and
 - (c) In connection with the delivery of the Services or fulfilment of the Agreement.
- 5.3.2. The Operator shall also record all accidents and incidents data on its accident reporting system and will give access to the Grantor to this accident reporting system.
- 5.4. Fire Safety
- 5.4.1. The Operator shall comply with The Regulatory Reform (Fire Safety) Order 2005
- 5.4.2. The Operator shall prepare and maintain fire risk assessments and action plans for the Sites.
- 5.4.3. The Operator shall appoint a Responsible Person who is qualified, occupationally competent and experienced in fire safety matters. This Responsible Person will develop the required fire safety risk assessments prior to the implementation of fire safety management plans which may vary significantly to cover Non-Event Day and Event Day activities.
- 5.4.4. The Operator shall supply and install all local fire safety equipment as required by the Fire Safety Risk Assessment, to cover all Event and non-Event activities.
- 5.5. Site Safety
- 5.5.1. The Operator shall within one (1) month of each anniversary of the Commencement Date, undertake as a minimum, annual audits of the Site to report on compliance with relevant health & safety legislation and the Grantor's health and safety policies, and make recommendations on required change projects, changes to management procedures, or other actions required to achieve compliance.
- 5.5.2. The Operator shall maintain and test all defibrillator equipment in place at the Site in accordance with manufacturer's instructions and Good Industry Practice, to ensure that they are kept in good working order at all times.
- 5.5.3. The Operator shall ensure that suitable and sufficient first aid equipment within the Site is

appropriately located, stocked, maintained and managed at all times.

5.6. Health & Safety Co-ordinators, Fire Marshals & First Aiders

5.6.1. The Operator shall identify and train the required numbers of people to be local health & safety co-ordinators, fire marshals and first aiders (including defibrillator teams) at the Site.

5.6.2. The Operator shall keep records of all training plans.

6. **Events & Planning**

6.1. Annual Events Calendar

6.1.1. As set out in Schedule 1 (Opportunity Parameters), on or before 1 August each Year the Operator will develop and provide to the Grantor an Events Calendar.

6.1.2. The Events Calendar will record the following:-

- (a) The date of the Event
- (b) Any setting up or setting down days relating to the Event
- (c) The organisation acting as Event Host
- (d) Details of the Event (such as type, timings, locations, capacities)

6.1.3. The Operator will provide a quarterly update to the Grantor and notify the Grantor of any additions or changes to the Event Calendar within five (5) Business Day of being notified of the change,

6.2. Event Planning

6.2.1. The Operator is responsible for ensuring that all Events are properly planned in advance.

6.2.2. An integral part of the Event planning process is the Final Event Planning Meeting which shall be organised and chaired by the Operator and attended by the Event Host, the licensing authority and the emergency services, sufficiently in advance of the proposed Event to allow adequate consideration.

6.2.3. Following the Final Event Planning Meeting, the Police will agree with the Operator the event risk category (the Operator having complied with any relevant Police recommendations) in relation to the Police remit and identify the provisional number of police officers required for duty.

6.2.4. The Operator shall establish with the Grantor, the Event Host, sports body and police authority the appropriate security arrangements required for each Event, based on the Safety and Security Risk Assessment.

6.2.5. The Operator shall ensure that suitable and sufficient security arrangements including additional guarding, additional CCTV cameras, access point controls, temporary signage, temporary fencing / barriers and any other appropriate measures are put in place and maintained for each Event in accordance with the Safety and Security Risk Assessment and in agreement with the Event Host, sports body or police authority.

6.2.6. The Operator shall co-operate with all interested parties relation to an Event including but not limited to the Safety Advisory Group (SAG), the Noise Advisory Group (NAG) and the Transport Advisory Group (TAG).

6.2.7. The Operator shall provide an "Event Management Plan" as laid out in Planning Conditions and compliant with the requirements of the Framework Event Management Plan along with a Noise Management Plan as laid out in the Planning Conditions in time to be approved by the

Local Planning Authority.

6.3. Metropolitan Police Statement of Intent

6.3.1.



6.4. Metropolitan Police Special Services Agreement

6.4.1.



6.4.2.

6.4.3.

6.5. Event Staff

6.5.1. Unless otherwise agreed with the Event Host and subject to paragraph 6.5.2, the Operator is responsible for the procurement, deployment and management of all Personnel engaged in relation to the Event.

6.5.2. Unless otherwise agreed between the Operator and the Event Host, the Event Host (including WHUFC and UKA) will be responsible for providing without limitation, the following staff:

- (a) Event/safety/security coordinator;
- (b) Event delivery manager(s);
- (c) Ticketing manager, sales and collection personnel;
- (d) Customer service personnel (with the exception of the main reception area to the Stadium which will be manned by staff employed by the Operator);
- (e) Press officer and media stewards;
- (f) Media manager (TV and radio); and
- (g) Host and hostesses (meet and greet staff).

6.5.3. All Event personnel will be required to work under the direction of and in accordance with the Stadium Safety Officer and/or Deputy Safety Officer at all times and in the event of a disagreement the Stadium Safety Officer's decision will be final.

6.6. Pre and Post Event Inspection Process

6.6.1. The Operator shall develop a process with the Grantor covering the handing over and receiving back of the Site to and from Event Hosts. This process will be consistent with the Key Performance Indicators agreed in Appendix C (Key Performance Indicators) of this Schedule.

6.6.2. Prior to each Event the Operator shall be responsible for carrying out an inspection of the sites being used for the Event and agreeing with the Event Host the handover condition of the sites.

6.6.3. At the end of each Event the Operator shall be responsible for carrying out an inspection of

the sites used for the Event and identify any changes in the condition of the sites.

6.6.4. The pre- and post-Event inspections should be carried out jointly between the Operator and the Event Host, other than for Events in South Park, where the Operator, the Event Host and the QEOP Operator shall jointly carry out the inspection.

6.6.5. Subject to Appendix C (Key Performance Indicators) of this Schedule, the results of pre- and post-Event inspections shall be recorded and signed by the Event Host and the Operator, and the Operator is responsible for agreeing with the Event Host and/or the QEOP Operator any remedial actions required as a result of the inspection.

6.7. South Park Reinstatement

6.7.1. At the end of each Event held on the South Park, the Operator shall be responsible for removing any temporary structures installed by the Operator and for reinstating and making good the relevant part of the Site.

7. Event Ticketing

7.1. Ticketing Strategy

7.1.1. The Operator shall ensure that its ticketing strategy includes reasonably sufficient control measures in order that tickets have appropriate security measures to minimise the impact of forgeries and there are sufficient control measures in place to audit and reconcile ticket printing, sales and Event attendance figures.

7.1.2. The strategy shall comply with the requirements of the Guide to Safety at Sports Grounds.

7.1.3. Arrangements permitting Event Hosts to issue tickets will be closely monitored by the Operator to ensure compliance with operating licences and to ensure that Event Hosts follow the Operator's ticketing strategy.

7.1.4. Subject to the WH Agreement, for every Event the Grantor will have the right to buy (at the same rate as the other spectators) tickets for all levels of entry to the relevant Event (including VIP tickets, executive box tickets and premium hospitality tickets) up to five (5) days (and no fewer than twenty four (24) hours) in advance of their general release to other spectators;

7.1.5. In addition to its rights under paragraph 7.1.4 above and subject to the WH Agreement, for every Event with an expected attendance of more than five thousand (5,000) people, the Grantor will have the right to buy (at the same rate as the other spectators), one hundred and twenty (120) general admission tickets and thirty (30) VIP tickets until ten (10) Business Days before the date of the Event. Nevertheless, for some specific Events with a high expected attendance, the Operator will notify to the Grantor that the Grantor has to book the tickets within a shorter delay (e.g. ten (10) Business Days after the notification of the relevant Event).

7.2. Turnstile Operations

7.2.1. On Stadium Event Days the Operator shall manage turnstile operations and monitor entry rates. The Operator shall procure that either Event Hosts (as in the case of WHUFC unless otherwise agreed between the WHUFC and the Operator) or the Operator shall deal with customer service issues and ticket related issues (including ticketing abuses).

7.3. Ticket Manifest

7.3.1. The Operator shall be responsible for ensuring ticket manifests are developed for each Event configuration to ensure that the maximum capacity of the Stadium identified in the operating licences is not exceeded.

7.4. Ticket Printing and Delivery

7.4.1. The Operator shall agree with the Event Host the responsibility for ticketing; and where

responsibility for ticketing does not lie with the Event Host, the Operator will provide ticketing services for Events and Stadium tours, as well as South Park Events as agreed.

7.4.2. The Operator, with the Event Host shall develop an arrangement for Event Day ticket collections.

7.5. Ticketing; Post Event Reconciliation

7.5.1. The Operator will work with Event Host to reconcile the Event Day attendance figures with sold and issued ticket figures.

8. Operating Licences

8.1. The Operator shall maintain all licenses and permits required to deliver the Services or fulfill the provisions of the Agreement. As part of the Mobilisation Plan, the Grantor will provide all relevant information it holds to support the securing and delivery of licences.

8.2. General Safety Certificate

8.2.1. The General Safety Certificate (GSC) for the Stadium will be issued by the Local Authority under the Safety at Sports Grounds Act 1975 citing a named representative of the Operator as the holder who will effectively *'retain control over the whole or each part of the sports ground and take all necessary precautions for the reasonable safety of spectators'* as required by the Safety at Sports Grounds Act 1975.

8.2.2. Subject always to Clause 5 (Transformation Period), the Operator will obtain a GSC (subject to successfully achieving a P Factor and S Factor of 1) for the Stadium's Final Capacity for the Initial Stadium Event Period and further GSC for the Full Operating Period.

8.2.3. The P Factor shall be assessed by a competent person and agreed with the Local Authority. The "Final Capacity" i.e. the number of spectators that can be safely accommodated in the Stadium, shall be agreed as a part of the General Safety Certification process and shall be without prejudice to the Grantor's and the Transformation Works Contractor's responsibility for the completion of the Transformation Works in accordance with the Transformation Works Tier 1 Contract.

8.2.4. The S Factor shall be assessed by a competent person and agreed with the Local Authority. The safety condition of the Stadium shall be agreed as a part of the General Safety Certification process and shall be without prejudice to the Grantor's and the Transformation Works Contractor's responsibility for the completion of the Transformation Works in accordance with the Transformation Works Tier 1 Contract.

8.2.5. The P Factor and S Factor will be assessed:-

(a) at the end of the Initial Transformation Period

(b) at the end of the Final Transformation Period

8.2.6. The Operator shall include within the Operations Manual, and in co-operation with the Grantor and the Grantor's appointed specialist, the P Factor and S Factor assessments for the Stadium.

8.2.7. The Operator shall assume the role of 'The Holder' by the implementation of a turn-key operation that fulfils the legal obligations of 'The Holder' under the GSC.

8.2.8. The Operator's named representative will act as 'The Holder' of the GSC. In accepting this responsibility, the Operator confirms that it will co-operate and consult, at all times and without limitation, with the Grantor and other stakeholders in matters relating to compliance with the General Safety Certificate.

8.2.9. The Operator will appoint competent persons with the necessary skills, qualifications and

experience to operate the Stadium and to assess the P Factor and S Factor for each Event.

8.2.10. The Operator shall be responsible for working with the Event Host for each Event to establish the P Factor and S Factor for that Event as part of the Event planning process.

8.2.11. The Operator in conjunction with the Grantor will apply or ensure that the Event Host applies for any Special Safety Certificates for any music based Events or Events not permitted by the GSC at the venue and produce all necessary additional Event based operational manuals as required.

8.3. Premises Licence

8.3.1. The Operator shall obtain an appropriate Premises Licence on or before the Initial Stadium Event Period.

8.3.2. For the avoidance of doubt, the Operator is the Premises Licence Holder and shall co-operate and consult with the Grantor in matters relating to compliance with the Premises Licence.

8.3.3. For each of the Premises Licences, the Operator shall appoint a competent person, who holds a Personal Licence and who shall be appointed, by agreement with the Grantor, as Designated Premises Supervisor to ensure compliance with the terms and conditions of the Premises Licence.

8.3.4. Where required by the Premises Licence, the Operator shall identify additional Personal Licence Holders.

8.3.5. The Operator will demonstrate how licensing objectives and licensable activities will be carried out, and include this within the Operations Manual.

8.4. Licence to Admit Spectators

8.4.1. The Operator shall co-operate with the Grantor, WHUFC and any other relevant Event Hosts to ensure that the Sports Grounds Safety Authority (SGSA) issues an annual Licence to Admit Spectators under the Football Spectators Act 1989.

8.4.2. The Operator shall renew the Licence to Admit Spectators by the 1 August each Year and ensure that an Annual Club Record containing relevant information regarding spectator accommodation and safety management, as required by the Football Spectators Act 1989, is submitted to the SGSA.

8.5. Other Licences

8.5.1. In addition to the operating licences the Operator is required to procure other licences to include but not limited to:

- (a) PRS for Music;
- (b) Business Radio Licence; and
- (c) Ofcom

8.5.2. The Operations Manual shall apply when the Stadium is in use for Events such as conferences, dinners, corporate events when the General Safety Certificate is not in force.

9. Community Programme

9.1. Grantor's Community Plan

9.1.1. The Operator will co-operate with the Grantor's Community Plan and attend regular meetings with LBN, LLDC and local resident associations to monitor the implementation of the Community Plan and address any issues that may arise.

9.2. Learning Zone

9.2.1. The Operator shall make the Learning Zone available to London Borough of Newham and LLDC and provide London Borough of Newham and LLDC access to and the use of the Learning Zone on a free of charge basis unless the Operator, acting reasonably, can demonstrate that it has incurred additional security costs in providing such access.

9.2.2. The Operator shall co-operate with London Borough of Newham and LLDC and London Borough of Newham's and LLDC's staff over the use of and access to the Learning Zone.

9.2.3. The Operator shall be responsible for the operational support areas assigned to the Operator in the Learning Zone summary attached under Appendix E (Learning Zone), specifically utilities, cleaning, maintenance, upkeep, telephone and ICT connections.

9.3. Community Track

The Operator shall be responsible for and comply with the Operator requirements relating to the Community Track attached under Appendix F (Community Track).

10. Operations & Maintenance

10.1. Retractable Seating

10.1.1. The Grantor shall procure the carrying out and completion of the Retractable Seating in accordance with the Retractable Seating Agreement.

10.1.2. The Grantor shall, or shall procure that, prior to the first Retractable Seating Testing Event, the Retractable Seating Contractor shall, provide to the Operator the Retractable Seating O&M Manuals to be produced in accordance with the Retractable Seating Agreement and full details, data, drawings and other information reasonably required by the Operator in connection with the design of the Retractable Seating, and which is available to the Grantor or the Retractable Seating Contractor or ought to be available in accordance with the Retractable Seating Agreement and respond to all reasonable queries raised by the Operator, its relevant Subcontractors or its or their representatives.

10.1.3. The Grantor shall develop Retractable Seating Procedures in consultation with the Retractable Seating Contractor, which comply with the requirements of the Retractable Seating O&M Manuals.

10.1.4. Prior to the Retractable Seating Services Commencement Date, the Grantor shall be responsible for:

- (a) installing the Retractable Seating in accordance with the Retractable Seating Agreement;
- (b) carrying out the configuration in Athletics Mode or Football Mode, dismantling, transportation, storage, the removal from storage and assembly of the Retractable Seating (the "**Retractable Seating Services**") in accordance with Reasonable Industry Practice;
- (c) carrying out the Retractable Seating Services for each Event;
- (d) ensuring that on each occasion that Retractable Seating is configured in Athletics Mode or Football Mode, the Retractable Seating Procedures are followed;
- (e) inspecting the track following each retraction of the Retractable Seating to ensure that the track has not suffered any damage during the retraction of the seating;
- (f) any damage to the track caused by the Retractable Seating during periods which the track is covered by the Retractable Seating;

- (g) inspecting the track following each extension of the Retractable Seating and ensure that on such occasions the track is prepared and protected in accordance with the Retractable Seating Procedures, prior to the seating being extended; and
 - (h) inspecting the Retractable Seating system for safety, including structural stability, in accordance with the design of the Retractable Seating Agreement, after each configuration in Athletics Mode or Football Mode.
- 10.1.5. The Grantor shall consult with the Operator in relation to the testing and inspection of the Retractable Seating in accordance with the Retractable Seating Agreement and shall give the Operator a reasonable opportunity to inspect and give its reasonable views on (and take into consideration) the Retractable Seating, including in relation to any safety, operational and maintainability issues.
- 10.1.6. The Grantor shall procure that:
- (a) the Retractable Seating is completely configured for use in Athletics Mode, such that it can be used for an athletics Event; and
 - (b) the Retractable Seating is completely configured for use in Football Mode, such that it can be used for an Event in Football Mode;
- (each a "Retractable Seating Testing Event").
- 10.1.7. Before each Retractable Seating Testing Event, the Grantor shall give eight (8) Business Days' written notice of the date and time of the Retractable Seating Testing Event and will cooperate with and allow, the Operator, its relevant Subcontractors and its or their representatives to attend and witness the Retractable Seating Testing Event.
- 10.1.8. The Operator agrees to include, as part of the Services, the Retractable Seating Services, from the date upon which the Retractable Seating Costs have been agreed or determined in accordance with paragraph 7.7(b) or (c) of Schedule 3 (Receivables and Payment) (the "Retractable Seating Services Commencement Date").
- 10.1.9. The Operator shall be responsible for the Retractable Seating Services for each Event staged after the Retractable Seating Services Commencement Date.
- 10.1.10. With effect from the Retractable Seating Services Commencement Date, the Operator shall, or procure that its relevant Subcontractors, shall:
- (a) ensure that on each occasion that the Retractable Seating is configured in Athletics Mode or Football Mode (for the avoidance of doubt, the Retractable Seating Services require the Operator to move the Stadium seating into Athletics Mode once in each Financial Year and out of Athletics Mode once in each Financial Year after the Retractable Seating Trigger Date) and the Retractable Seating Procedures are followed;
 - (b) inspect the track following each retraction of the Retractable Seating to ensure that the track has not suffered any damage during the retraction of the seating;
 - (c) be responsible for any damage to the track caused by the Retractable Seating during which the track is covered by the Retractable Seating;
 - (d) inspect the track following each extension of the Retractable Seating and ensure that on each such occasion the track is prepared and protected in accordance with the Retractable Seating Procedures, prior to the seating being extended; and
 - (e) inspect the Retractable Seating system for safety, including structural stability after each configuration in Athletics Mode or Football Mode.

10.2. Maintenance

10.2.1. The Operator shall, subject to paragraph 10.2.7, provide a professionally managed, high quality maintenance service to the areas shaded blue on the Operational Plan at Schedule 14 (Plans) that ensures the effective operation of: -

- (a) All Assets (excluding FF&E which is not FF&E to which the Operating Lifecycle Account relates) above and below ground plumbing and drainage systems (including sanitary ware);
- (b) Building fabric; and
- (c) All utilities services (electricity, gas, water) from the main connection point to the building to all appliances, up to the point of connection.

The Operator shall, subject to paragraph 10.2.7, be responsible for repairing and maintaining mechanical and electrical services to the Stadium roof, including the floodlights. The Operator will not be responsible for repair or maintenance of the Stadium's roof's structure or the covering of the Stadium roof. However, the Operator shall be responsible for producing a quarterly visual inspection report on the Stadium roof structure and covering and the roof gantries.

10.2.2. The Operator shall manage all software and management systems required for the Assets. The Operator shall ensure that all software upgrades are implemented in a timely manner.

10.2.3. The Operator shall maintain all firmware, front-end software and database software upgrades for access, BMS and intruder systems.

10.2.4. The Operator shall deliver planned maintenance in accordance with the annual planned maintenance schedule.

10.2.5. No planned maintenance works shall have a detrimental effect on any Event.

10.2.6. The Operator shall be entitled to carry out un-programmed maintenance in the event of an emergency provided that the Operator shall notify the Grantor Representative as soon as possible (and in any event within five (5) Business Days of the occurrence of the emergency) of the extent of the necessary un-programmed maintenance works and the reasons for them. The liability for the costs incurred in connection with such emergency works shall be determined in accordance with paragraphs 10.2.7, 12.2.4 and 12.2.5.

10.2.7. During the period from the Stadium Opening Date and until the last day of the Term (or earlier termination), the Operator shall be responsible for the cost for the maintenance and (if required) repair of any Assets (but for the avoidance of doubt, excluding any Lifecycle Replacement Activity) up to and including [REDACTED] excluding overhead and profit ("the Maintenance Threshold"). For the purpose of this paragraph an Asset is defined as a single line item within the Asset Register and Assets shall not be grouped in an attempt to include multiple Assets within the Maintenance Threshold. In the event that the cost excluding overhead and profit of the maintenance or (if required) repair of any Asset exceeds the Maintenance Threshold, the Grantor shall reimburse the Operator the full costs incurred by the Operator (including the portion of those costs and expenses up to the Maintenance Threshold).

10.3. Energy Management

10.3.1. The Operator shall provide Services, which have EN ISO 14001 and EN ISO 50001 or equivalent accreditation.

10.3.2. The Operator shall provide services to support the Grantor's environmental and energy policies including:-

- (a) Energy consumption minimisation

- (b) Meter readings
- (c) EPBD / EPC Reporting
- (d) Carbon Reduction Commitment
- (e) Reporting energy consumption
- (f) Forecasting energy consumption
- (g) Trend analysis and benchmarking
- (h) Identifying opportunities for energy saving
- (i) Recommending energy conservation initiatives

10.3.3. The Operator shall ensure the Stadium is operated to conserve energy by ensuring all Assets operate efficiently, optimising performance, managing operating times and set points, and managing the whole Stadium to avoid waste.

10.3.4. Without prejudice to paragraph 3 (Utilities Benchmarking) of Annex 3 (Annual Covered Fixed Costs) of Schedule 3 (Receivables and Payment), the Operator shall undertake an analysis of annual energy consumption, identifying significant consumption factors at the Stadium, and opportunities to improve energy efficiency and reduce consumption recommended. These recommendations shall be provided with a clear cost benefit analysis. The Operator shall also review proposals from the Grantor when requested.

10.3.5. The Operator shall include a report on energy consumption in the Annual Report summarising energy consumption for each part of the Site (insofar as possible having regard to the Metering Equipment) for the previous three years, forecast consumption for the coming year and identifying opportunities for energy consumption improvement, with the costs and benefits identified.

10.4. Environmental Compliance

10.4.1. The Operator shall support the Grantor's compliance with all Applicable Laws and the Grantor's policies including;

- (a) EU F Gas Regulation No 842/2006.
- (b) Waste management Operator licences, carrier's licence and disposal records for all hazardous waste.
- (c) Other Environmental Regulations

10.4.2. The Operator shall implement measures (including a regular fixed schedule of inspections), to detect and repair leaks to reduce the environmental impact and ensure the proper recovery of F Gases.

10.5. CAFM & Helpdesk

10.5.1. The Operator shall provide a CAFM (Computer Aided Facilities Management) system for the management of the Services, and shall record accurate details of all maintenance activities within the system.

10.5.2. The Operator shall ensure the CAFM system is capable of integrating with all building management systems, ensuring all works carried out as a result of alarms are recorded on the CAFM system.

10.5.3. The Operator shall provide a professionally managed, high quality Helpdesk service for all Services 24 hours per day, 365 (6) days per year.

10.5.4. The Operator shall enable access to the Helpdesk through a single e-mail address and telephone number, logging all service requests onto the Operator's CAFM system with a unique reference number.

10.6. Cleaning

10.6.1. The Operator shall provide a comprehensive high quality cleaning service to the areas shaded blue on the Operational Plan at Schedule 14 (Plans) and to the South Park (where required on Event Days which utilise South Park (and as appropriate on build and break down days)), and include details of the cleaning methodologies and schedules in the Operations Manual. The Operator shall take responsibility for cleaning all internal areas including fixtures, fittings, furniture and finishes, to minimise degradation, enhance asset life cycle and ensure high standards and image are maintained.

10.6.2. The Operator shall ensure that the offices, toilets, shower rooms, kitchenettes, public areas, circulation areas, shower rooms, meeting and conference rooms and all other working areas, furniture, Equipment and floor spaces, are maintained to a high level of general cleanliness and remain presentable and fit for their intended purpose.

10.6.3. The Operator shall be responsible for monitoring the provision of the cleaning services on a daily basis to ensure a high quality service is provided, and carry out regular quality audits of cleaning standards.

10.6.4. The Operator shall include a report on the cleaning quality audits in the Monthly Report.

10.6.5. The Operator shall be responsible for the provision of all washroom and cleaning materials and consumables.

10.6.6. The Operator shall clean both sides of all internal and external glazing.

10.6.7. External and internal window cleaning should be carried out twice yearly

10.6.8. The Operator shall be responsible for the removal of all staining of the building fabric resulting from any cause including:

- (a) Atmospheric pollution
- (b) Accidental spillage
- (c) Graffiti
- (d) Accidental or malicious damage

10.7. Stadium Reception & Meeting Room Services

10.7.1. The Operator shall provide reception services to ensure that guests are given a positive impression of the Stadium.

10.7.2. The Operator shall provide and operate a visitor management system, to enhance and personalise the greetings provided to visitors.

10.7.3. The Operator's reception staff shall meet and greet all visitors to the Stadium in a friendly and polite manner and ensure that their entry into the Stadium is as smooth as possible, whilst complying with procedural and security requirements.

10.7.4. The Operator shall issue visitor passes to all:-

- (a) Visitors with a verified appointment;
- (b) Visitors who are validated by the appropriate Grantor member of staff;

- 10.7.5. The Operator shall ensure that no visitors are provided access to the Stadium without the appropriate authorisation.
- 10.7.6. The Operator shall minimise the possibility of unauthorised entry by keeping detailed records of visitor passes issued and ensure that all visitors return their passes prior to leaving the Stadium.
- 10.8. Waste Management & Pest Control
- 10.8.1. The Operator shall be responsible for the prompt removal from the Stadium Island and the Community Track of all waste and shall ensure its safe disposal.
- 10.8.2. The Operator shall provide a comprehensive waste management service that pro-actively manages waste in accordance with the following waste hierarchy:-
- (a) Prevention
 - (b) Minimisation
 - (c) Reuse
 - (d) Recycling
 - (e) Energy Recovery
 - (f) Disposal
- 10.8.3. The Operator shall provide a waste management service that ensures that the Site are kept in a clean and tidy state, and do not encourage rodent or other infestations.
- 10.8.4. The Operator shall provide sufficient receptacles and collections to ensure external waste areas remain clean and tidy and both receptacles and waste areas remain presentable, i.e. no overflowing waste, and are fit for their intended purpose.
- 10.8.5. The Operator shall retain records relating to the waste management service.
- 10.8.6. The Operator shall implement a programme of planned and reactive pest control activities in order to minimise pest infestation at the Site.
- 10.9. Grounds – Pitch & Track Maintenance
- 10.9.1. The Stadium pitch comprises the Desso grass system and under soil heating. The Operator will be responsible for maintaining the pitch to a standard and quality benchmarked against other international and Premier League stadiums (such as Wembley and Emirates Stadium) through the implementation and adherence to the O&M Manual for the pitch.
- 10.9.2. The pitch will be marked out and set up for each Event in accordance with the appropriate Governing Body's regulations and requirements. To avoid damage to the pitch, including from audience or vehicles, when used for Events such as concerts, propriety pitch protection systems are to be deployed by the Operator.
- 10.9.3. The Operator will commission an annual inspection of the pitch by an independent expert, and include a report on the pitch condition in the Annual Report.
- 10.9.4. The Operator will be responsible for maintaining and cleaning the running track and ancillary elements to a high standard and in accordance with IAAF standards.
- 10.9.5. The Community Track will be maintained to a high standard and in accordance with IAAF standards at all times.
- 10.10. Grounds – External Landscaping

10.10.1. The Operator shall provide a comprehensive high quality grounds maintenance service to the Stadium Island that includes;

- (a) Maintaining safe access
- (b) Winter treatment and protection
- (c) Hard landscape maintenance

10.10.2. The Operator shall ensure that safe pedestrian and vehicular access is maintained to the Stadium at all times.

10.10.3. During periods of heavy frost or snow, the Operator shall ensure that all pathways and entrances on the Stadium Island remain free from snow and ice and are kept in a safe condition.

10.10.4. The Operator shall monitor the potential for severe or extreme weather to damage the Stadium, and take any required action to minimise this impact, including:-

- (a) The effect of a build-up of snow, ice and icicles from roofs and overhangs;
- (b) High winds;
- (c) The potential for flooding from heavy rains; and
- (d) Any storm damage to trees.

10.10.5. The Operator shall ensure that the entrance areas to the Stadium and main pathways are maintained free from debris, litter and spills and retain a generally clean and tidy appearance at all times.

10.10.6. The Operator shall not be responsible for grounds maintenance of the South Park except as set out under paragraphs 4.2.1 or 6.6.5 of this schedule.

11. Security

11.1. General Security Requirements

11.1.1. [Redacted]

11.1.2. [Redacted]

11.1.3. [Redacted]

11.1.4. [Redacted]

[Redacted]

11.1.5.

[Redacted]

11.1.6.

[Redacted]

11.1.7.

[Redacted]

11.2. Security

11.2.1.

[Redacted]

11.2.2.

[Redacted]

11.3. QEOP safety and security

11.3.1.

[Redacted]

11.4. Stadium and QEOP integrated security operations

11.4.1.

[Redacted]

11.4.2.

[Redacted]

12. Asset Management and Lifecycle

12.1. Asset Register

12.1.1. The Operator shall compile, update and maintain a register of all Assets, broken down as follows:

- (a) those Assets which are FF&E to which the Operating Lifecycle Account relates;
- (b) other FF&E; and
- (c) Assets which are not FF&E.

12.1.2. No later than three (3) months from the Stadium Opening Date, the Operator or a Key Subcontractor will undertake a survey of the Assets and produce a report of the number, type and condition of such Assets. In the event that the Assets as documented in such report differ from those Assets which are listed in the documents and drawings referenced in Appendix I (Commencement Date Asset List), the Asset Register shall be accordingly updated and the Operator shall, in addition to any other amount to which it is entitled, be entitled to reimbursement of the additional costs reasonably and properly incurred by the Operator in discharging its obligations under this Agreement as a consequence of such difference in relation to the Assets (excluding FF&E) plus an element of profit and overhead which is the lower of (i) fifteen per cent (15%) and (ii) such element of profit and overhead as the Operator can demonstrate as having been applied to the maintenance components of the Annual Covered Fixed Costs, such reimbursement to be through an adjustment of the Annual Covered Fixed Costs.

12.1.3. Subject to clause 12.2, all FF&E will be entered onto the Asset Register and audited at least once per Year and all losses and damage to the FF&E will be for the account of the Operator.

12.1.4. All Assets shall be clearly identified and securely marked / labelled where practicable.

12.1.5. Event Hosts will be responsible for the supply and maintenance of their own Event specific equipment.

12.1.6. The Operator shall maintain the Asset Register up to date at all times.

12.2. Lifecycle

12.2.1. Within ninety (90) days from the Stadium Opening Date the Operator shall develop and issue to the Grantor a Lifecycle Replacement Plan for the replacement of any Lifecycle Elements (except for the Retractable Seating) during the Term and in respect of 2017.

12.2.2. No later than ninety (90) days prior to the end of any Year, commencing in 2017 in respect of 2018, the Operator shall submit to the Grantor a draft Lifecycle Replacement Plan (which, for the avoidance of doubt, will include the Retractable Seating). The parties shall meet and agree such draft Lifecycle Replacement Plan within thirty (30) days of submission by the Operator. The Operator may, no later than fifteen (15) Business Days prior to the commencement of each period of six (6) months in the Operator's Financial Year, submit to the Grantor Representative a revision or update to the Lifecycle Replacement Plan. If the Grantor Representative does not raise comments on such proposed revision or update within ten (10) Business Days, the Lifecycle Replacement Plan as revised or updated shall become the Lifecycle Replacement Plan in respect of that six (6) month period.

12.2.3. Each Lifecycle Replacement Plan shall include the following information:

- (a) the Lifecycle Elements scheduled to be replaced in the relevant Year (the "Lifecycle Replacement Activities");
- (b) an estimate of the cost of carrying out each of the Lifecycle Replacement Activities;

- (c) based on such estimate and with regard to paragraph 12.2.6 below, the Party responsible for each of the Lifecycle Replacement Activities.
- 12.2.4. The Operator shall be responsible for a Lifecycle Replacement Activity in respect of an Asset if the cost of carrying out such Lifecycle Replacement Activity in respect of such Asset excluding overhead and profit is no greater than [REDACTED] calculated on the assumption that the Lifecycle Replacement Works are carried out by the Operator or a Key Sub-Contractor and including the cost of materials and labour costs (the "Lifecycle Threshold"). For the purpose of this paragraph, Assets may be grouped (pursuant to clauses 12.2.11 and paragraph 12.2.12).
- 12.2.5. The Grantor shall be responsible for the full cost of a Lifecycle Replacement Activity (including the portion of those costs up to the Lifecycle Threshold) if the costs of carrying out such Lifecycle Replacement Activity excluding overhead and profit are greater than the Lifecycle Threshold ("Grantor Lifecycle Event").
- 12.2.6. The Grantor gives no exclusivity to the Operator for any Grantor Lifecycle Event but upon request by the Grantor, the Operator shall provide an estimate to the Grantor in respect of any Grantor Lifecycle Event. The Grantor may (but shall not be obliged to) request the Operator to carry out the works comprising the Grantor Lifecycle Event, provided always that the Operator shall have no further liability in relation to such works, save as agreed in writing by the Grantor and the Operator.
- 12.2.7. The Operator shall co-operate with the Grantor in respect of the carrying out of a Grantor Lifecycle Event by the Grantor or a Grantor Related Party by:
- (a) following all relevant procedures as set out in the Operations Manual where the Grantor decides to appoint a third party to carry out this Grantor Lifecycle Event;
 - (b) providing to the Grantor or the relevant Grantor Related Party, at no charge, such access to the Stadium and any other accommodation, data and other facilities as is set out in the Grantor Lifecycle Plan or is otherwise agreed between the parties from time to time, provided such access is required at the times specified by the Operator in the Lifecycle Replacement Plan;
 - (c) providing, in a timely manner, such information in relation to the Stadium as the Grantor may reasonably require; and
 - (d) informing the Grantor of all health and safety rules and regulations and any other reasonable security requirements that apply at the Stadium (to the extent that these have not already been documented in the Lifecycle Replacement Plan).
- 12.2.8. Where the Grantor undertakes or procures the undertaking of a Grantor Lifecycle Event, the Grantor shall, or shall procure, that the Stadium and/or such other part of the Site as is affected by the works undertaken or procured by the Grantor are left in a clean, tidy and safe condition.
- 12.2.9. Where the Grantor does not undertake or procure the undertaking of the Grantor Lifecycle Event in accordance with the agreed Lifecycle Replacement Plan (as revised or updated), the Operator shall be entitled to an Excusing Event and the provisions of Clause 16 (Excusing Events) shall apply.
- 12.2.10. The Grantor and Operator shall use all reasonable endeavours to ensure that no Lifecycle Replacement Activities shall have a detrimental effect on any Events.
- 12.2.11. For the purposes of paragraph 12.2.4 and maintenance planning, provided it has first been agreed with the Grantor (acting reasonably) in writing, certain FF&E will not be considered as a single Asset item in the Lifecycle Replacement Plan, including the following list:
- (a) hospitality design and arrangements, including chairs and dining tables;

- (b) signage;
- (c) End user equipment for Event Control Room / local access control;
- (d) TV/IPTV;
- (e) ticket office computer workstation;
- (f) AV Equipment for Conference Room and VIP area;
- (g) Ticketing system and compatible software;
- (h) Players and general change area;
- (i) Activation room – Warm-up / Exercise Equipment.

12.2.12. For the purposes of paragraph 12.2.4 and maintenance planning, provided it has first been agreed with the Grantor (acting reasonably) in writing, certain Lifecycle Elements will not be considered as a single Asset item in the Lifecycle Replacement Plan, including the following list:

- (a) safety & security systems;
- (b) internal building fabric, including refurbishments and major decorations;
- (c) building services, including:
 - (i) electrical systems;
 - (ii) fire systems; and
 - (iii) lighting systems;
- (d) Building Management Systems ("BMS");
- (e) ventilation and extract systems space heating systems; and
- (f) sprinkler installations.

13. ICT Infrastructure & Operation

13.1. ICT Fit Out

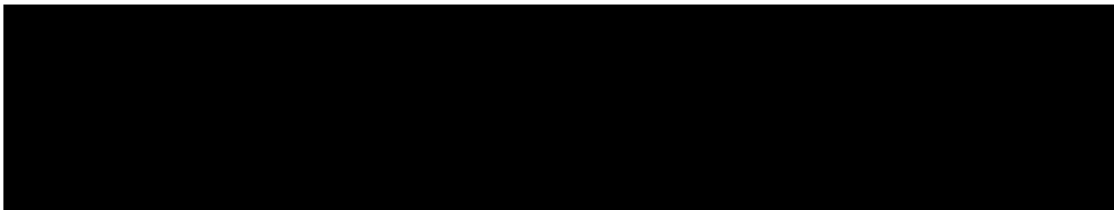
13.1.1. The Operator shall be responsible for fitting out the ICT infrastructure as detailed in Appendix G (QEOP Stadium Capital Scope Summary) to the Stadium to a level necessary to undertake the ICT operations.

13.2. ICT Operations

13.2.1. The Operator is responsible for the maintenance and operation of all ICT infrastructure assets at the Stadium in accordance with Good Industry Practice and in compliance with manufacturer's instructions and warranties including:-

- (a) Maintenance, customisation and management of IT software, systems and IT FF&E required for the Operator's own operational and business systems;
- (b) IT Support to Operator's FM, Catering Services, Event and security operations;
- (c) Extension of Stadium infrastructure to Operator's own areas, the Learning Zone and concession areas;

- (d) IT Helpdesk including specialist technical support on audio visual and broadcast infrastructure;
 - (e) Set up and ramp down of Event related IT connectivity and support services;
 - (f) Billing for IT related services to third parties, tenants and Event Hosts including but not limited to voice (telephony), internet, wifi, IT service provision and support;
 - (g) Liaison and facilitation of connections for broadcasters within the Site from cameras / microphone positions to outside broadcast van connection points;
 - (h) Links into other CCTV control rooms for Event specific monitoring purposes
- 13.2.2. The Operator shall maintain and test an ICT business continuity plan including procedures to be followed in the event of ICT failure, and system and data security and back up procedures.
- 13.2.3. The Operator is not responsible for the ICT operations of Event Hosts that may be installed at the Sites, unless otherwise agreed with the Event Host.
- 13.2.4. The Operator shall maintain the ICT assets in order to ensure:-
- (a) ICT and technology services within the Stadium are reliable;
 - (b) ICT and technology services are available when required;
 - (c) ICT infrastructure assets are properly maintained; and
 - (d) Local infrastructure connectivity service is provided as required.
- 13.2.5. The Operator shall include within the Operations Manual details of the approach to ICT operations and the maintenance of ICT assets.
- 13.2.6. The Operator's responsibilities for ICT operations also include the Learning Zone (as more specifically described in Appendix E (Learning Zone)).
- 13.2.7. The Operator shall include a report on ICT operations within the Quarterly Report, and Annual Report.
- 13.2.8. The Operator does not have exclusivity on the provision of ICT services to Events that are not procured by the Operator and the Event Host, but may offer ICT services to Event Hosts on a chargeable basis.
- 13.2.9. Where Event related ICT services involve physical interventions such as establishing new cable connections, changes to the building fabric, or disturbance of existing connections, the Operator may choose to carry out this work and charge the Event Host, or allow the Event Host to select their own ICT provider. Any physical interventions should be recorded and reported to the Grantor. If any physical interventions impact on the Grantors responsibilities (including but not limited to lifecycle responsibilities) the Operator will seek approval of the Grantor for the changes prior to implementing the physical intervention.
- 13.3. ICT Services
The following ICT related services will be provided by the Operator at the Stadium:
- 13.3.1. The Operator shall be responsible for procuring and fitting out the Connected Stadium as detailed in Appendix H (Connected Stadium) including:-





the "Connected Stadium Requirements"

- 13.3.2. Connectivity services using fixed and wireless networks;
- 13.3.3. Connectivity services for broadcasters within the Stadium;
- 13.3.4. Provision of fixed and wireless data connectivity on non-Event and Event Days to Event Hosts, spectators and concessions; and
- 13.3.5. Procurement of network services and onward supply of network services within Stadium.
- 13.3.6. Liaison with UK emergency radio service provider to ensure sufficient radio coverage is provided in all areas of the Stadium.

13.4. ICT Asset Management

- 13.4.1. Clause 20 (Intellectual Property Rights) shall apply in relation to software licences and other Intellectual Property Rights relating to the provision of the Services.

14. Catering

14.1. Catering Fit Out

- 14.1.1. The Grantor shall provide installations as summarised in Appendix D (Stadium Specification) and highlighted in Appendix G (QEOP Stadium Capital Scope Summary).
- 14.1.2. The Operator shall be responsible for fitting out the Catering Facilities as detailed in Appendix G (QEOP Stadium Capital Scope Summary) to the areas highlighted in blue designated as "Kitchen" and the areas highlighted in pink designated as "Food/Drink Outlet" shown on plan references LC201-STA-GND-A-DGA-1020 Rev. P02 Level LG Revised, LC201-STA-P00-A-DGA-1021 Rev. P07 Level 0, LC201-STA-P01-A-DGA-1022 Rev. P07 Level 1 and LC201-STA-P02-A-DGA-1023 Rev. P06 Level 2 set out at Schedule 14 (Plans) to a level necessary to undertake the Catering Services. This to include but not be limited to all catering space fit-out (finishes & services), counters, catering equipment and loose ware, beer reticulation and post mix, condiment stations, refuse points for spectators and catering management offices.

14.2. Catering Scope of Service

- 14.2.1. The Operator shall be responsible for the management, co-ordination and operation of all Catering Services provided at the Sites, including Event and Non-Event Day Catering Services to include:
 - (a) Event Days including for WHUFC, UKA and other Event Hosts as agreed;
 - (b) Public Catering Services, to include concourse food and beverage kiosks and any other temporary catering facilities/services (as required by the Event);
 - (c) Hospitality Catering Services, to include corporate hospitality suites and boxes, boardroom, members/premier lounges and bars;
 - (d) Non-commercial Catering Services, to include; players and competitors, performers,

press, and Operator's Personnel;

- (e) Non-Event Day conference and banqueting services, comprising the commercial letting of the facilities within the Stadium for conferences, meetings and catered functions and other areas of the Stadium for special events;
- (f) South Park kiosks; and
- (g) Community Track and clubhouse Catering Facilities,

14.2.2. The Operator is responsible for providing a high quality Catering Service to the Catering Facilities in order to support Events and generate revenue.

14.2.3. The Operator shall develop a Catering Services business plan covering all the Sites and Catering Facilities including menus, tariffs, service times, staffing levels, revenue forecasts and submit this to the Grantor.

14.2.4. The Operator shall ensure that all Catering Services are delivered in accordance with the Catering Services business plan.

14.2.5. Whilst the Operator will be expected to provide Catering Services to most Events there will be occasions where the Operator may agree with the Event Host and/or the Grantor that the Event Host can provide their own catering services.

14.3. Primary User Catering

14.3.1. The Operator shall ensure that all Primary User catering is provided in accordance with the relevant Primary User Agreement and subject to Schedule 16 (Responsibility Matrix).

14.4. Event Host Catering

14.4.1. Where it is agreed that the Event Host will provide the catering for the Event, the Operator shall co-operate with the Event Host's appointed caterer(s) and make the Catering Facilities and food service areas available for use by the Event Host's caterer(s) at a reasonable charge if so agreed.

14.5. Catering Equipment

14.5.1. The Operator shall be responsible for the procurement, supply and the on-going replacement of all light equipment required to provide the Catering Services

14.6. Alcohol Sales

14.6.1. The Operator shall ensure that all alcohol sales are made in accordance with the Premises Licence issued under the Licensing Act 2003 and any conditions attached.

14.7. Vending

14.7.1. The Operator shall provide such food and drink vending as are agreed with the Operator from time to time.

15. South Park kiosks

15.1. Kiosk Availability

15.1.1. The Operator shall ensure that, as a minimum, the Kiosks are open to provide Catering Services to the public as follows:

- (a) Oct – March: at least two (2) Kiosks to be open daily during the hours 10am – 4pm; and

(b) April – Sept: all four (4) Kiosks to be open daily during the hours 10am – 4pm,

save where otherwise agreed with the Grantor (acting reasonably) having regard to the economic viability of having all the Kiosks open and the requirements of an Event and otherwise as agreed between the Operator and the Caterer, and as required to perform the Services and maximise the Revenues.

APPENDIX A SERVICE MATRIX

Stadium / Stadium Island				
Initial Transformation Period the period until 18 July 2015 during which the first phase of the Transformation Works takes place	19 July 2015 – 21 Nov 2015 which period shall include the Initial Stadium Event Period	Final Transformation Period the period from 22 November 2015 until 27 May 2016 during which the second phase of the Transformation Works takes place	Full Operating Period the period commencing on the Stadium Opening Date and expiring on the date of expiry or termination of this Agreement	
Soft Services				
Catering (general and hospitality)	n/a	n/a	Operator	Operator
Cleaning: internal (seats, washrooms, feminine hygiene, circulation areas, hospitality areas Event clear up)	Contractor	Contractor	Operator	Operator
Cleaning: external (litter picking)	Contractor	Contractor	Operator	Operator
Vending (food and drinks opportunities)	Contractor	Contractor	Operator	Operator
Security - general	Contractor	Contractor	Operator	Operator
Security - Events	n/a	n/a	Operator	Operator
Stewarding	n/a	n/a	Operator	Operator
Ticketing	n/a	n/a	Event Host	Event Host
Reception	Contractor	Contractor	Operator	Operator
Hard/Technical Services				
Planned and reactive maintenance (mechanical and electrical, statutory maintenance, building fabric maintenance, refurbishment and decoration, drainage and plumbing, escalator and lift maintenance, air conditioning maintenance, fire safety system maintenance)	Contractor	Contractor	Contractor	Operator

Stadium / Stadium Island

	Initial Transformation Period the period until 18 July 2015 during which the first phase of the Transformation Works takes place	19 July 2015 – 21 Nov 2015 which period shall include the Initial Stadium Event Period	Final Transformation Period the period from 22 November 2015 until 27 May 2016 during which the second phase of the Transformation Works takes place	Full Operating Period the period commencing on the Stadium Opening Date and expiring on the date of expiry or termination of this Agreement
Field of Play Maintenance	Contractor	Contractor	Contractor	Operator
Grounds Maintenance	Contractor	Contractor	Contractor	Operator
Snow and ice clearance	Contractor	Operator	Contractor	Operator
Infrastructure maintenance (roads)	Contractor	Contractor	Contractor	Operator
Infrastructure maintenance (paths)	Contractor	Contractor	Contractor	Operator
Infrastructure maintenance (sewers)	Contractor	Contractor	Contractor	Operator
Infrastructure maintenance (utilities infrastructure)	Contractor	Contractor	Contractor	Operator
Building access control	Contractor	Contractor	Contractor	Operator
Internal planting	Contractor	Contractor	Contractor	Operator
Building management systems	Contractor	Contractor	Contractor	Operator
CCTV monitoring	Contractor	Operator	Contractor	Operator
Energy management/sustainability	Contractor	Contractor	Contractor	Operator
Environment management	Contractor	Operator	Contractor	Operator
IT and communications	Contractor	Operator	Contractor	Operator
Pest control	Contractor	Contractor	Contractor	Operator
Waste management	Contractor	Operator (NB: The Contractor shall be responsible for the management of any	Contractor	Operator

Stadium / Stadium Island			
Initial Transformation Period the period until 18 July 2015 during which the first phase of the Transformation Works takes place	19 July 2015 – 21 Nov 2015 which period shall include the Initial Stadium Event Period construction waste)	Final Transformation Period the period from 22 November 2015 until 27 May 2016 during which the second phase of the Transformation Works takes place	Full Operating Period the period commencing on the Stadium Opening Date and expiring on the date of expiry or termination of this Agreement
Administration services			
Staff training	Operator	Operator	Operator
Health and safety management/statutory compliance	Operator	Operator	Operator
First Aid management	Operator/Contractor	Operator/Contractor	Operator
Secretarial services	Operator	Operator	Operator
Procurement	Operator	Operator	Operator
Property legislation and quality controls	Operator	Operator	Operator
Quality controls	Operator/Contractor	Operator/Contractor	Operator
Business Continuity/emergency planning	Operator	Operator	Operator
Event Preparation and Management	Operator	Operator	Operator

South Park					
	Dec 2014 - April 2015	April 2015 - June 2015	South Park Operating Period the period commencing on the South Park Commencement Date and expiring on the date of expiry of termination of this Agreement	Full Operating Period the period commencing on the Stadium Opening Date and expiring on the date of expiry or termination of this Agreement	
Kiosk Catering	QEOP Operator	Operator	Operator	Operator	Operator
Event Catering	QEOP Operator	Operator	Operator	Operator	Operator
Cleaning: internal (seats, washrooms, feminine hygiene) – Non-Event Day	n/a	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Cleaning: internal (seats, washrooms, feminine hygiene) – Event Day	n/a	Operator	Operator	Operator	Operator
Cleaning: external(Event clear up)	n/a	Operator	Operator	Operator	Operator
Cleaning: external (litter picking) – Non-Event Day	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Cleaning: external (litter picking) – Event Day	n/a	Operator	Operator	Operator	Operator
Vending (food and drinks)	n/a	Operator	Operator	Operator	Operator
Security – non Event Day	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Security - Events	n/a	Operator	Operator	Operator	Operator
Stewarding	n/a	Operator	Operator	Operator	Operator
Ticketing	n/a	Operator / Event Host	Operator / Event Host	Operator / Event Host	Operator / Event Host
Planned and reactive maintenance (mechanical and electrical, statutory maintenance, building fabric maintenance, refurbishment and decoration, drainage and plumbing,	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator

South Park				
	Dec 2014 - April 2015	April 2015 - June 2015	South Park Operating Period the period commencing on the South Park Commencement Date and expiring on the date of expiry of termination of this Agreement	Full Operating Period the period commencing on the Stadium Opening Date and expiring on the date of expiry or termination of this Agreement
(air conditioning maintenance), fire safety system maintenance)				
Grounds Maintenance	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Snow and ice clearance	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Infrastructure maintenance (roads)	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Infrastructure maintenance (paths)	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Infrastructure maintenance (sewers)	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Infrastructure maintenance (utilities infrastructure)	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Waterways maintenance	Others	Others	Others	Others
Kiosk access control	QEOP Operator	Operator	Operator	Operator
Internal planting	n/a	n/a	n/a	n/a
CCTV monitoring – Non-Event Day	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
CCTV monitoring – Event Day	n/a	Operator	Operator	Operator
Energy management/sustainability	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Environment management	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
IT and communications/Park control room	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator

South Park				
	Dec 2014 - April 2015	April 2015 - June 2015	South Park Operating Period the period commencing on the South Park Commencement Date and expiring on the date of expiry of termination of this Agreement	Full Operating Period the period commencing on the Stadium Opening Date and expiring on the date of expiry or termination of this Agreement
Pest control	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Waste management – Non-Event Day	QEOP Operator	QEOP Operator	QEOP Operator	QEOP Operator
Waste management – Event Day	n/a	Operator	Operator	Operator
Administration services				
Staff training	All Operator			
Health and safety management/statutory compliance				
First Aid management				
Secretarial services				
Procurement				
Property legislation and quality controls				
Quality controls				
Business Continuity/emergency planning				
Event Preparation and Management				

APPENDIX B REPORTING REQUIREMENTS

The Operator will provide information to evidence compliance with the Key Performance Indicators. As a minimum requirement the compliance reports will include the following detail:

Pre Event

- Condition report as set out in paragraph 6.6.2.

Post Event

- Attendance Figures as required
- Condition report as set out in paragraph 6.6.3.
- Event synopsis.

Monthly Report

- Health and Safety Incidents.
- Police / Public Order Incidents.
- Customer complaints.
- Financial - TBA
- Events Management Plans summary.
- Facilities management services – by exception.
- ICT operations – outages and incidents by exception.
- Events timetable update.

Annual Report

- Venue safety as set out in paragraph 5.5.1.
- Pitch Condition as set out in paragraph 10.9.3
- Update on Safety and Security Risk Assessments
- Annual Events summary.
- Events timetable – current and next year.
- Environmental – including but not limited to:
 - Electricity, gas and water consumption as a whole;
 - Percentage of energy requirements sourced from on-Site renewable energy generation sources;
 - Water usage; and
 - Waste.
- Community - facilities/access – including but not limited to:
 - Progress against employment targets; and
 - Community use targets.

- Operations Manual update.
- Staffing

Appendix C Key Performance Indicators

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

Annual Service Credit Cap	
Catastrophic Failure	means a material failure which results in the Site being completely unavailable for provision of the Services by the Operator as a result of the Operator not fulfilling its obligations under the Agreement, including loss of any of the Operating Licenses and any serious health and safety incident which brings the name of the Grantor into disrepute;
Customer Satisfaction Survey	means the customer satisfaction survey in respect of certain Events to be established by the Operator pursuant to its Quality Plan on a regular basis (at least one per quarter);
Event Plan	means the plan for the holding of an Event agreed between the Operator and the relevant Events Host before such Event;
KPI Failure	means the failure definition against any KPI Target as specified in Annex 1;
KPI Failure Type	means the KPI failure type in respect of each KPI, as set out in Annex 1;
Lighting Level Test	means a lux level test to ensure that the flood lighting lux level is provided for the pitch and/or the track in accordance with design and commissioning and as witnessed during handover of the Stadium by the Transformation Works Tier 1 Contractor;
Major Event	means any Event associated with: Major Sporting Event, Diamond League, ER2015, London Grand Prix, UKA, WHUFC matches and any other Event identified by the Grantor (acting reasonably) as being a Major Event and notified to the Operator in writing in advance of such event;
Monthly Service Credit Cap	means the monthly cap on Service Credits as set out in Annex 2;
Normal Stadium Operation	means operation of the Stadium as set out in the Operations Manual;
Police or Public Order Incident	means any breach of the Public Order Act 1986 or any other criminal incident;
Pre Event Inspection	means the inspection process for the Stadium undertaken by the Operator prior to an Event to demonstrate to the Events Host that the Stadium is ready to the required standard for the hosting of the Event;
Response Time	means the time recorded between the incident or service request being reported and a suitably qualified operative attending the incident;

Service Credit	means the adjustment to the Annual Covered Fixed Costs made on the occurrence of a KPI Failure, in accordance with paragraph 3 and Annex 2;
Type 1 KPI Failure	means a Catastrophic Failure;
Type 2 KPI Failure	means a failure to achieve a KPI that is designated as such in Annex 1;
Type 3 KPI Failure	means a failure to achieve a KPI that is designated as such in Annex 1;
Type 4 KPI Failure	means a failure to achieve a KPI that is designated as such in Annex 1; and
Warning Notice	means a notice issued by the Grantor following KPI Failures in accordance with paragraph 5.

2 PERFORMANCE INDICATORS

- 2.1 Annex 1 sets out the KPIs, KPI Targets and KPI Failures which the parties agree shall be used to measure the performance of the Operator under this Agreement.
- 2.2 The Operator shall monitor its performance against each KPI and shall send the Grantor a report detailing the performance actually achieved in accordance with paragraph 8.
- 2.3 In respect of each month, Service Credits shall accrue for any KPI Failure, arising in the preceding month and shall be calculated in accordance with paragraph 3 and Annexes 1 and 2.

3 SERVICE CREDITS

- 3.1 If the level of performance of the Operator during a month achieves the KPI Target in respect of a KPI, no Service Credits shall accrue in respect of that KPI.
- 3.2 Subject to Clause 43.1 (Double Recovery), if the level of performance of the Operator during a month is below the KPI Target in respect of a KPI, Service Credits shall accrue in respect of that KPI as set out in paragraph 2.3.
- 3.3 The Grantor shall deduct Service Credits accrued pursuant to paragraph 3.2 from the payment of the Annual Covered Fixed Costs pursuant to paragraph 7 of Schedule 3 (Receivables and Payment) to reflect the reduced value of the Services actually received.
- 3.4 Service Credits are stated exclusive of VAT.

4 TYPE 1 KPI FAILURES

- 4.1 The Operator shall give the Grantor written notice of each Type 1 KPI Failure as soon as possible and in any event within twenty four (24) hours of the occurrence of the Type 1 KPI Failure.
- 4.2 A Type 1 KPI Failure shall entitle the Grantor to terminate this Agreement with immediate effect, unless, by no later than twenty four (24) hours before the commencement of the next scheduled Event in the Event Calendar, the Operator and the Grantor agree (each acting reasonably) a remediation plan and such remediation plan is successfully implemented such that the Site is available for provision of the Services or the Type 1 KPI Failure has otherwise been mitigated to the reasonable satisfaction of the Grantor (acting reasonably). The parties agree to co-operate and act promptly having regard to the available timeframe for remediation.
- 4.3 No Warning Notice will be issued in respect of a Type 1 KPI Failure.

5 WARNING NOTICES

- 5.1 The Grantor may issue a Warning Notice to the Operator in the following situations:
- (a) If a Type 2 KPI Failure occurs;
 - (b) If two (2) Type 3 KPI Failures occur within a consecutive twelve (12) month period starting from when the first Type 3 KPI Failure occurs; and
 - (c) If ten (10) or more Type 4 KPI Failures occur within a consecutive three (3) month period starting from when the first Type 4 KPI Failure occurs.
- 5.2 If five (5) Type 4 KPI Failures occur within a consecutive twelve (12) month period starting from when the first Type 4 KPI Failure occurs then this will be treated as a Type 3 KPI Failure.
- 5.3 Each Warning Notice shall identify the KPI Failure Type in question including where paragraph 5.1(b) or 5.1(c) applies the relevant Type 3 or Type 4 KPI Failures (as the case may be) that have previously arisen. The Grantor shall issue a Warning Notice as soon as practicable following the occurrence of the relevant KPI Failure.

6 RECTIFICATION PLAN

- 6.1 Immediately following the issue of a Warning Notice (in addition to Service Credits accruing in accordance with paragraph 3 above) or agreement of the Warning Notice (or determination of the Warning Notice pursuant to Clause 40 (Dispute Resolution Procedure) in the event the Operator disputes the Warning Notice (including where, in the Operator's reasonable opinion, the grounds for such KPI Failure arise from an Excusing Event)), the Operator shall submit a draft rectification plan to the Grantor for it to review as soon as possible and in any event within ten (10) Business Days (or such other period as may be agreed between the parties) after issue of the Warning Notice. The rectification plan shall have regard to the multi-functional use and nature of the Stadium, as required to maximise the Opportunity.
- 6.2 The draft rectification plan shall set out, in the Operator's reasonable opinion:
- (a) full details of the issues or KPI Failures giving rise to the Warning Notice, including, so far as practicable, an analysis of the probable reasons for the KPI Failure (including if, in the Operator's reasonable opinion, the grounds for such KPI Failure arise from an Excusing Event);
 - (b) the actual or anticipated effect of the KPI Failure; and
 - (c) the steps which the Operator proposes to take to rectify such KPI Failures and to prevent their recurrence (including, where necessary, the deployment of additional personnel, resources and equipment) and timescales for such rectification and steps (where applicable).
- 6.3 The Operator shall promptly provide to the Grantor any further documentation that the Grantor reasonably requires to assess the Operator's analysis of the reasons for the KPI Failure.
- 6.4 The Grantor shall notify the Operator whether it consents (acting reasonably) to the draft rectification plan within ten (10) days of receiving the draft rectification plan or any documentation requested pursuant to paragraph 6.3. If the Grantor rejects the draft rectification plan, the Grantor shall give reasons for its decision and the Operator shall take the reasons into account in the preparation of a revised rectification plan. The Operator shall submit the revised draft of the rectification plan to the Grantor for review within ten (10) Business Days (or such other period as agreed between the parties) of the Grantor's notice rejecting the first draft.
- 6.5 If the parties are unable to agree the content of the revised draft rectification plan, then either party may refer the matter to be determined, pursuant to Clause 40 (Dispute Resolution Procedure), in accordance with the Dispute Resolution Procedure.

6.6 If the Grantor consents to the rectification plan the Operator shall immediately commence the implementation of the rectification plan.

7 TERMINATION RIGHTS

7.1 The Grantor may terminate this Agreement by giving notice in writing if:

- (a) subject to paragraph 4.2, there is a Type 1 KPI Failure; and/or
- (b) notwithstanding paragraph 4.2, there are two (2) or more Type 1 KPI Failures in any twelve (12) month period; and/or
- (c) the Annual Service Credit Cap is exceeded; and/or
- (d) the Grantor has issued four (4) or more Warning Notices in any consecutive twelve (12) month period (excluding any Warning Notices in respect of a KPI Failure which has already been the subject of a Warning Notice and in respect of which the Operator and the Grantor are agreeing or have agreed a rectification plan pursuant to paragraph 6).

7.2 The termination notice issued by the Grantor pursuant to paragraph 7.1 shall state the date, not less than three (3) months and not more than twelve (12) months from the date of such termination notice, upon which the termination will take effect.

8 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

8.1 Within ten (10) Business Days of the end of each month, the Operator shall provide a monthly KPI performance report ("the Monthly KPI Performance Report"), which shall be in the format agreed between the parties from time to time and which shall contain the following information:

- (a) for each KPI, the actual performance achieved in the relevant month;
- (b) a summary of all KPI Failures that occurred during the relevant month;
- (c) the KPI Failure Type of each KPI Failure which occurred during the relevant month;
- (d) which KPI Failures remain outstanding and what progress has been made in resolving them;
- (e) the action being taken to reduce the likelihood of the KPI Failure recurring;
- (f) the status of any outstanding rectification plan processes, including:
 - (i) whether or not a rectification plan has been agreed; and
 - (ii) where a rectification plan has been agreed, a summary of the Operator's progress in implementing it;
- (g) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- (h) such other details as the Grantor may reasonably require from time to time;
- (i) a rolling total of the number of KPI Failures that have occurred over the past twelve (12) months;
- (j) the amount of Service Credits that have been incurred by the Operator over the past twelve (12) months; and
- (k) financial indicators

- (l) behavioural indicators
 - (m) sustainability and energy efficiency indicators, for example energy consumption and recycling performance.
- 8.2 As part of the Quarterly Payment Report issued by the Operator to the Grantor pursuant to paragraph 9.2 of Schedule 3 (Receivables and Payment), the Operator shall include a quarterly summary of the information specified in paragraphs 8.1(a)-(m) above.
- 8.3 The parties shall attend meetings on a monthly basis (unless otherwise agreed) (the "Performance Review Meetings") to review the Monthly Performance Monitoring Reports (including to verify the calculation and accuracy of the Service Credits (if any) applicable to each month). The Performance Review Meetings shall (unless otherwise agreed):
- (a) take place at such location and time (within normal business hours) as the Grantor shall reasonably require (unless otherwise agreed in advance); and
 - (b) be attended by the Operator Representative and the Grantor Representative. The Operator Representative shall be responsible for taking and issuing the minutes of the Performance Review Meetings.
- 8.4 The Grantor shall be entitled to raise any additional questions and/or request any reasonable further information from the Operator regarding any KPI Failure.

KPI Ref.	Key Performance Indicators	KPI Group	KPI Target	KPI Criticality	Definition of Failure	Measurement and Reporting	KPI Trigger	KPI Failure Type
1	Pitch	Event Readiness	The Pitch is in a Fit and Proper Condition, to the standard that is required by Comparable Clubs for Events shown in the Event Calendar.	High	<p>A KPI Failure will occur for each Event where the pitch is not ready to the standard required in the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Pre Event Inspection if upheld by the Grantor (acting reasonably); -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event Inspection report	Each Event that is cancelled or postponed	<p>Primary User Events – Type 2</p> <p>Operator Events – Type 3</p> <p>All Events – Type 4</p>
2	Track / Field	Event Readiness	Track / Field fit for purpose as set out in the Services Specification for Events shown in the Event Calendar.	High	<p>A KPI Failure will occur for each Event where the Track/Field is not ready to the standard required in the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Pre Event Inspection process if upheld by the Grantor (acting reasonably); -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event Inspection report	Each Event that is cancelled or postponed	<p>Primary User Events – Type 2</p> <p>Operator Events – Type 3</p> <p>All Events – Type 4</p>

3	Retractable Seating	Event Readiness	Retractable Seating change completed (as set out in Retractable Seating Operations and Maintenance Manual) and in the correct mode for Events shown in the Event Calendar.	High	<p>A KPI Failure will occur for each Event where the Retractable Seating is not provided in the correct mode, or is not ready for use as required in the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Pre Event Inspection process if upheld by the Grantor (acting reasonably). -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event Inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 2 Operator Events – Type 3
4	Licenses / Planning	Event Readiness	Correct Operating Licenses and Planning Permission requirements in place.	High	<p>A KPI Failure will occur for each Event where the relevant Necessary Consent is not in place as required by legislation or the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Pre Event Inspection if upheld by the Grantor (acting reasonably); -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event Inspection report	Each Event that is not cancelled or postponed	Primary User Events – Type 2 Operator Events – Type 3

5	Event ICT	Event Readiness	Correct ICT infrastructure in place and functioning as set out in the Services Specification.	Medium	<p>A KPI Failure will occur for each Event where the necessary ICT infrastructure, connectivity or functionality is not in place as required by the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Pre Event Inspection process if upheld by the Grantor (acting reasonably). -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event Inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 3 Operator Events – Type 4
6	Clean Stadium	Event Readiness	Clean Stadium provided as set out in the Services Specification for Events shown in the Event Calendar.	Medium	<p>A KPI Failure will occur for each Event where the Stadium is not provided in accordance with the Clean Stadium standard when required in the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Pre Event Inspection process if upheld by the Grantor (acting reasonably). -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event Inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 3 Operator Events – Type 4
							Each Event that is not cancelled or postponed	Primary User Events – Type 4

7	Facilities	Event Readiness	All facilities required for the Event are clean and fit for purpose as defined in the area data sheets contained within the Operations Manual.	Medium	<p>A KPI Failure will occur for each Event where the Stadium is not provided in a clean condition in accordance with the cleaning standards, identified through either:-</p> <ul style="list-style-type: none"> -The Pre Event Inspection process if upheld by the Grantor (acting reasonably). -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Pre Event Inspection report	Each Event that is cancelled or postponed	Primary User Events – Type 3 Operator Events – Type 4
8	Event Staffing	Event Day	Correct designations and levels of staff as set out in the Services Specification and Event Plan requirements	Medium	<p>A KPI Failure will occur for each Event where the staffing is not provided in accordance with the Service Specification or Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Post Event Report	Each Event Day	Primary User Events – Type 3 Operator Events – Type 4

9	Catering / Hospitality Standards	Event Day	Standards of service, the range of food and beverages and ancillary services offered at Events (within the Hospitality Areas and in all other Concession Areas) are to the standard that is required by Comparable Clubs or as set out in the Event Plan.	Medium	A KPI event Failure will occur for each Event Day where the Catering/Hospitality Service is not provided in accordance with the Event Plan, identified through either:- -The results of a Customer Satisfaction Survey; -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation, following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably).	Post Event Report	Each Event Day	Primary User Events – Type 3 Operator Events – Type 4
10	Event Cleaning Standards	Event Day	All facilities required for the Event are clean and all waste is removed as defined in the area data sheets contained within the Operations Manual.	Medium /Low	A KPI Failure will occur for each Event Day where the Stadium(or other location for which the Operator has responsibility pursuant to this Agreement) is not provided in a clean condition in accordance with the cleaning standards and undamaged, identified through either:- -The results of a Customer Satisfaction Survey; -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation, following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor, (acting reasonably).	Post Event Report	Each Event Day	Primary User Events – Type 3 Operator Events – Type 4

11	Post Event Cleaning Standards	Post Event Day	All South Park areas are clean and all waste is removed as defined in the area data sheets contained within the Operations Manual.	Medium	<p>A KPI Failure will occur for each day where South Park is not provided in a clean condition in accordance with the cleaning standards, identified through either:-</p> <ul style="list-style-type: none"> -The post Event inspection process. -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; or -The Grantor audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Post Event Inspection Report	Each occurrence	Each occurrence will incur a Type 3 KPI Failure
12	Police / Public Order Incidents	Event Day	Any incidents are investigated to determine if the Event Plan was followed and plans put in place to prevent re-occurrence where appropriate.	Medium	<p>A KPI Failure will occur when a Police or Public Order Incident is recorded due the Operator not following the Event Plan, identified through either:-</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Post Event Report	Each Event Day	All Events Days – Type 3

13	Floodlighting	Event Day	When required for the Event, Floodlighting is provided the lux levels to be maintained in accordance with design and commissioning and as witnessed during handover.	Medium	<p>A KPI Failure will occur for each Event Day where the floodlighting for the pitch and/or the track (if required) is not provided in accordance with the Stadium Specification, identified through either:-</p> <ul style="list-style-type: none"> -A Lighting Level Test; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Post Event Report	Each Event Day	Primary User Events – Type 3 Operator Events – Type 4
14	Health and Safety Management - Incidents and reportable RIDDOR incident	Facilities Management	The Services are delivered free from Incidents and reportable RIDDOR incident	High	<p>A KPI Failure will occur for each instance where a reportable RIDDOR incident is recorded, identified through either:-</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably) <p>And the Operator has not put in place a rectification plan to prevent re-occurrence.</p>	Monthly Reports	Each reportable RIDDOR incident	Rectification plan must be implemented with 30 days Where the rectification plan has not been produced, or implemented a Type 3 KPI Failure will occur
15	Health and Safety Management - Safe Working	Facilities Management	The Services are managed and delivered in a safe manner.	High	<p>A KPI Failure will occur for each and every deviance from a Necessary Consent or relevant Applicable Law, identified through either:-</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably) <p>And the Operator not putting in place a rectification plan to prevent re-occurrence.</p>	Monthly and Annual Trends	Each occurrence	Rectification plan must be implemented with 30 days Where the rectification plan has not been produced, or implemented a Type 3 KPI Failure will occur
16	Helpdesk Provision	Facilities Management	The Helpdesk is provided in compliance with the Operations Manual.	Medium	<p>A KPI Failure will occur for each instance where a Helpdesk is not provided in compliance with the Operations Manual, identified through either:-</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operations Manual; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Monthly and Annual Trends	Each occurrence	Each occurrence during an Event will incur a Type 3 KPI Failure

17	Compliance	Facilities Management	The Operator shall be compliant with all Applicable Laws and the Grantor's policies as they relate to the management and delivery of the Services.	Medium	<p>A KPI Failure will occur for each instance where the Operator is found to have acted (or not acted) in a way that contravenes Applicable Laws and or the Grantor Policies (where these are not covered by other KPI).</p> <ul style="list-style-type: none"> -The Operator's own self-monitoring and audit as set out in the Operator's Plans; -The Operator's own investigation following an incident; -The Grantor audit or investigation following an incident; or -The Event Owner's audit or investigation following an incident if upheld by the Grantor (acting reasonably). 	Monthly and Annual Trends	Each occurrence	Each occurrence not during an Event will incur a Type 4 KPI Failure	Each occurrence will incur a Type 3 KPI Failure
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18	Operations Manual	Facilities Management	The Operator shall provide and maintain the Operations Manual in compliance with the requirements set out in the Services Specification.	High	A KPI Failure will occur for each instance where the Operations Manual is not provided in compliance with the Agreement, identified through either:- -The Operator's own self-monitoring and audit; -The Operator's own investigation following a request; or -The Grantor audit or investigation following a request.	Annual	Each occurrence	Each occurrence will incur a Type 2 KPI Failure
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19	Statutory Tests and Inspections	Facilities Management	<p>The Operator shall ensure that all required planned activities for Statutory Tests and Inspections within the scope of the Services are undertaken on or before the planned date in the annual planned maintenance schedule shown in the Operations Manual.</p>	<p>Medium</p>	<p>A KPI Failure will occur for each instance where: - The status for a planned activity is set to "Closed" on the Operator's CAFM system after the due date and time for the completion of planned activity. - A planned activity will remain shown as "Open" (i.e. has not been "Closed on the Operator's CAFM system on or before the due date and time for its completion) on the Operator's CAFM System past its due date and time Where: - - The Operator did not carry out the planned activity at the time stated on the CAFM System; - The required Statutory Test or Inspection is found to be missing from the Annual planned maintenance schedule and not carried out within 1 month of identification. Identified through either: - - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation following a complaint; the Grantor audit or investigation following a complaint; or - The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably).</p>	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 3 KPI Failure
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20	Planned Maintenance	Facilities Management	<p>The Operator shall carry out all maintenance planned activities on the annual planned maintenance schedule shown in the Operations Manual.</p>	Low	<p>A KPI Failure will occur for each instance of where:</p> <ul style="list-style-type: none"> - The Planned activity is "Closed" on the Operator's CAFM system after the due date and time for the planned activity; - A planned activity is "Open" on the Operator's CAFM System past the due date and time, or <p>Where: -</p> <ul style="list-style-type: none"> - The Operator did not carry out the planned activity at the time stated on the CAFM System; - The Operator did not carry out the planned activity in accordance with the Services Specification and any manufacturers requirements. Identified through either: - - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation following a complaint; - The Grantor audit or investigation following a complaint; or - The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably). 	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure
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21	Reactive Maintenance	Facilities Management	Medium /Low	<p>The Operator shall ensure that all defects are attended and permanently rectified in accordance with the Operations Manual.</p> <p>A KPI Failure will occur for each instance where: - The Operator did not rectify the defect or service request within the rectification time indicated in table 1 below; - A defect or service request is "Open" on the Operator's CAFM System and the permanent rectification time has been exceeded; or Where: - - The Operator did not rectify the defect or service request at the time stated on the CAFM System; - The Operator did not implement a temporary rectification where a permanent rectification could not be undertaken. Identified through either: - - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation following a complaint; - The Grantor audit or investigation following a complaint; or - The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably).</p>	Monthly and Annual Trends	Each Priority 1 occurrence	Each occurrence not rectified within the permanent rectification time (set out in Table 1 – Reactive Maintenance Rectification Times below) will incur a Type 3 KPI Failure
						Each priority 2,3 or 4 occurrence	Each occurrence not rectified within the permanent rectification time (set out in Table 1 – Reactive Maintenance Rectification Times below) will incur a Type 4 KPI Failure

22	ICT Services	ICT	<p>The Operator shall ensure that all ICT requests and failures are attended and permanently rectified in accordance with the Operations Manual.</p>	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> - The Operator did not respond to and rectify the ICT service request within the rectification time indicated in table 2 below; - A defect or service request is "Open" on the Operator's CAFM System and the permanent rectification time has been exceeded; or <p>Where:</p> <ul style="list-style-type: none"> - The Operator did not rectify the ICT service request at the time stated on the CAFM System; - The Operator did not implement a temporary rectification where a permanent rectification could not be undertaken; - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation following a complaint; - The Grantor audit or investigation following a complaint; or - The Event Owner's audit or investigation following a complaint if upheld by the Grantor (acting reasonably). 	Medium /Low	Monthly and Annual Trends	Each priority 2,3 or 4 occurrence	Each occurrence not rectified within the permanent rectification time (set out in Table 2 - ICT Response and Rectification Times below) will incur a Type 4 KPI Failure
								Each occurrence not rectified within the permanent rectification time (set out in Table 2 - ICT Response and Rectification Times below) will incur a Type 3 KPI Failure

23	Reporting	Management	<p>The Operator shall ensure that all Monthly Reports are issued in accordance with the Agreement.</p>	Low	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> - The Operator did not issue a Monthly Report in accordance with the Agreement. - Identified through either: <ul style="list-style-type: none"> - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation; or - The Grantor audit or investigation. 	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure
24	Payment	Management	<p>The Operator shall ensure that all payments due to the Grantor in accordance with Schedule 3 are paid in accordance with the Agreement.</p>	Low	<p>A KPI Failure will occur for each instance where:</p> <ul style="list-style-type: none"> - The Operator has not paid sums due to the Grantor in accordance with the Agreement. - Identified through either: <ul style="list-style-type: none"> - The Operator's own self-monitoring and audit as set out in the Operations Manual; - The Operator's own investigation; or - The Grantor audit or investigation. 	Monthly and Annual Trends	Each occurrence	Each occurrence will incur a Type 4 KPI Failure

Table 1 - Reactive Maintenance Rectification Times

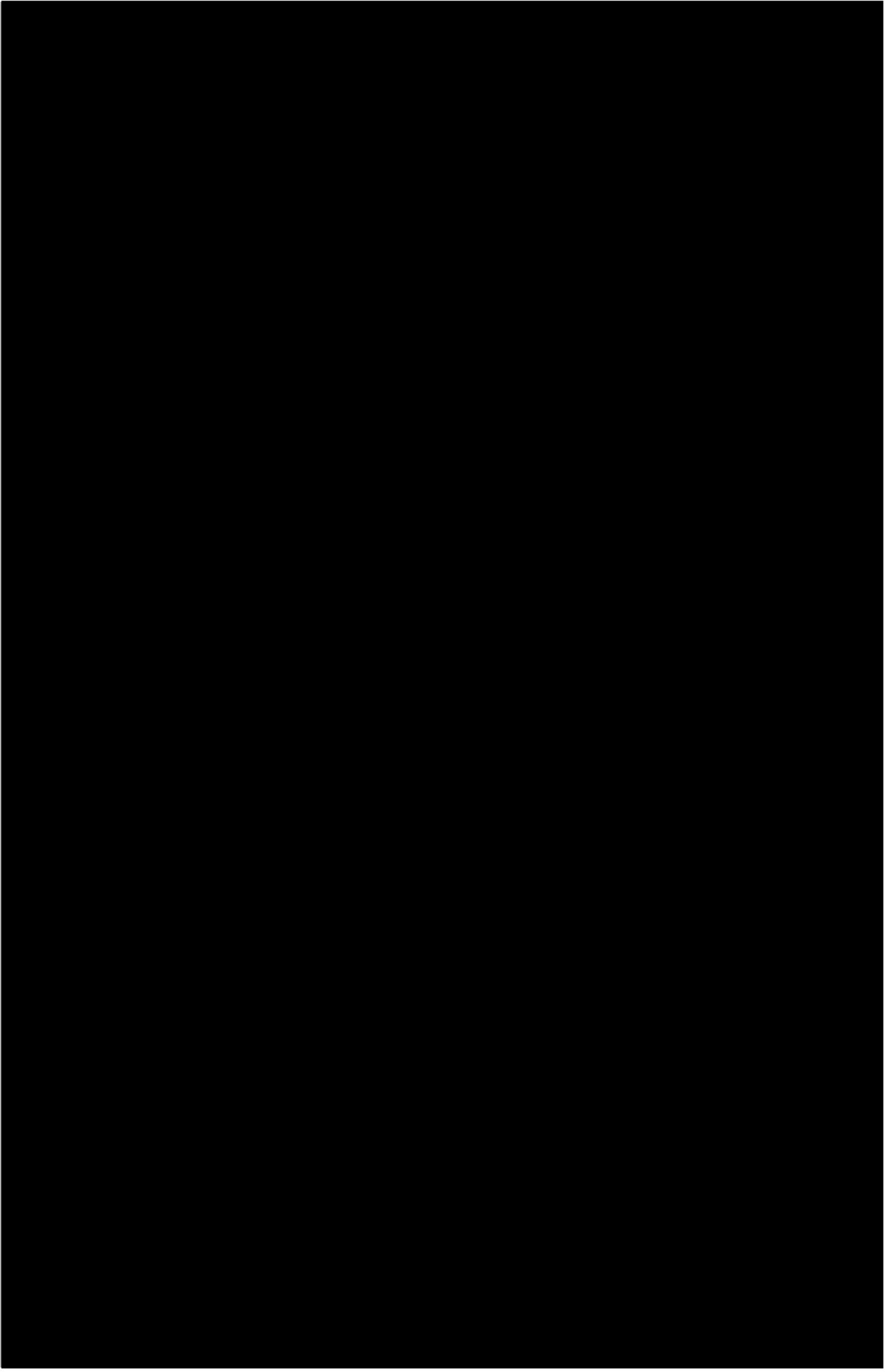



Table 2 - ICT Response and Rectification Times

The rectification times for KPI 22 (ICT Services) are set out in the following table:-

Priority Level	Priority Name	Description of Failure	Response Time	Rectification Time
1	Critical	Matters which occur during or immediately prior to a Major Event and which present an immediate and serious risk of disruption to the Event	Within 10 minutes	Within 30 minutes
2	High Importance	Matters which occur during or immediately prior to an Event other than a Major Event, or on a Event day and which present an immediate and serious risk of disruption to the Event or to Normal Stadium Operation; or that occur during a Major Event and do not risk disruption to the Event.	Within 15 minutes	Within 2 hours
3	Non-Urgent	Matters which occur other than during an Event, and which impinge on the Normal Stadium Operation but do not cause immediate disruption or inconvenience.	Within 1 hour (Normal Working Hours)	Within 6 hours (Normal Working Hours)
4	Routine	Matters of a routine nature, or those which present a minor restriction on Normal Stadium Operation.	Within 4 hours (Normal Working Hours)	Within 1 Business Day (Normal Working Hours)

ANNEX 2 SERVICE CREDITS

KPI Failure Type	Service Credit per KPI Failure	Monthly Service Credit Cap
1		
2		
3		
4		

APPENDIX D STADIUM SPECIFICATION

Feature/ Area.	Function/	Summary description															
1.00	Seating Bowl																
1.01	Capacity	<table border="1"> <thead> <tr> <th>Type</th> <th>Pitch</th> <th>Athletics</th> </tr> </thead> <tbody> <tr> <td>General Admission</td> <td>51,143</td> <td>50,697</td> </tr> <tr> <td>Hospitality / Club Seats</td> <td>3,672</td> <td>3,672</td> </tr> <tr> <td>Current total saleable capacity*</td> <td>54,815</td> <td>54,369</td> </tr> <tr> <td>Gross capacity **</td> <td>66,794</td> <td>66,402</td> </tr> </tbody> </table> <p>The numbers set out in this table are the approximate numbers as at the Commencement Date and may be subject to minor variation in the course of the Transformation Works</p> <p>*Based on the current catering and toilet provision, if the saleable capacity is increased then additional temporary catering and toilet provision may be required.</p> <p>**These figures include all non-tabled media seats, restricted view and netted off seats.</p>	Type	Pitch	Athletics	General Admission	51,143	50,697	Hospitality / Club Seats	3,672	3,672	Current total saleable capacity*	54,815	54,369	Gross capacity **	66,794	66,402
Type	Pitch	Athletics															
General Admission	51,143	50,697															
Hospitality / Club Seats	3,672	3,672															
Current total saleable capacity*	54,815	54,369															
Gross capacity **	66,794	66,402															
1.02	Accessible Seating Provisions	<table border="1"> <thead> <tr> <th>Type</th> <th>Pitch</th> <th>Athletics</th> </tr> </thead> <tbody> <tr> <td>Wheelchair user + companion seat</td> <td>256 +256</td> <td>432 +432</td> </tr> <tr> <td>Amenity seats</td> <td>560</td> <td>543</td> </tr> </tbody> </table>	Type	Pitch	Athletics	Wheelchair user + companion seat	256 +256	432 +432	Amenity seats	560	543						
Type	Pitch	Athletics															
Wheelchair user + companion seat	256 +256	432 +432															
Amenity seats	560	543															
1.03	Hospitality Seating	<p>Replaced seating to revised seat spacing:</p> <ul style="list-style-type: none"> • VIP / Directors 600mm Min. • Hospitality / Boxes 550mm Min. 															
1.04	Media (Press and Broadcast) Seats	<ul style="list-style-type: none"> • Existing terrace seating/units to be modified by the Grantor to incorporate "super risers" accommodating a total of 130 minimum capacity media tribunes complete with power and data, being a minimum of 1 No. structured cabling (CAT6A) / position for Press and 2 No. structured cabling (CAT6A) for Broadcast, and minimum of 1No. 13Amp socket outlet served from an Event continuation power source. Broken down below: • 4 x 3man TV positions (PAX 12) • 15 x 2 man TV positions (PAX 30) • 14 x 2 man Radio positions (PAX 28) • 54 non-tabled press positions (PAX 60) • 5 x accessible tabled press positions (PAX 5) 															

Feature/ Area.	Function/	Summary description
		<ul style="list-style-type: none"> 0 x Tabled press positions. <p>Total 135</p>
1.05	Broadcast Seats and Camera Positions	<ul style="list-style-type: none"> Broadcast camera positions to be served via local "broadcast distribution panels", all of which are hard-wired from broadcast compound cabinet and being located to suit "English Premier League" (EPL) broadcast camera locations. "Over-slung" camera locations not provided. <p>Roof structure to allow for "spider cam" installation by Event Hosts utilising existing EPL broadcast infrastructure following structural review.</p>
2.00	Field of Play	
2.01	Generally	<ul style="list-style-type: none"> Desso pitch will be fully irrigated and drained with extended area of in-field for ball sport use. Existing Stadium infrastructure to be adapted to suit specific requirements of the new field of play with new infrastructure incorporated within the Stadium to service these facilities. The new irrigation system will include water storage tanks and a computer controlled pop-up sprinkler installation.
2.01	Infield	<ul style="list-style-type: none"> Extended area of grass comprising of Desso reinforced grass seeded pitch of 105m x 68m. Artificial 3G grass installed between the touchlines and the running track, with pockets installed for football, rugby and NFL goal posts.
2.02	Under soil heating	A New water-based under soil pitch heating system will be installed and computer controlled from a new pitch heating/irrigation plant room located beneath the podium.
2.03	D's at either end	Reconfiguration and re-laying Mondo surface including jumps, throws and steeplechase facilities.
2.04	Athletics Track	<ul style="list-style-type: none"> Nine lane circuit and an inner steeplechase lane with water jump facility. Nine lane sprint straight. Track and associated facilities to conform to IAAF Construction Category 1 standards for competition category 1 events. Synthetic track cover to be provided.
2.04	Pitch Side	Electronically addressable pitch side advertising boards for 3 sides of the grass pitch (north, south and east).
3.00	Dug-outs	

Feature/ Area.	Function/	Summary description
3.01	Generally	2 pitch sport dugout areas, each with 26 positions located in the West Stand.
4.00	Video Screens	
4.01	Generally	<p>New permanent video screen & scoreboard to North & South stands including associated control equipment will be provided.</p> <p>Intended sizes of 27.0m x 8.8m each, depending on supplier module size & mounting requirements.</p> <p>Software and video control equipment in the control room provided by the supplier. Software is able to include scoring directly on the screen (for all type of sport)</p>
5.00	Turnstiles	
5.01	Generally	
6.00	Perimeter Screen and Security	
6.01	Generally	
6.03	Internal cash office	

Feature/ Area.	Function/	Summary description
6.04	Other internal spaces	
6.05		

Feature/ Area.	Function/	Summary description
7.00	Podium Concourse	
7.01	Generally	The podium concourse within the ticketed area will facilitate subdivision within the Stadium southern zone to enable segregation of home and away fans when operating in Football Mode. This subdivision will be solid; however will enable relocation to accommodate different away fan capacities.
8.00	Concessions – Level 00	
8.01	Generally	<p>Kiosk Food and Bar Service</p> <ul style="list-style-type: none"> • External podium to serve lower and upper tier General Admission (GA) spectators. • Estimated split of 60% food outlets: 40% bar serveries. • Base provision of Catering Service facilities with the potential space to expand the Catering Service if required either on a temporary or permanent basis. • In principle all General Admission spectators will have access to the L00 concourse for food service.
9.00	WCs	
9.01	Generally	New WCs located on podium level of Stadium.
10.00	Stadium Accommodation	
10.01	Generally	<p>4,400m² of concessionaire lease areas provided as shell spaces with no internal finishes or partitions, for future fit out by occupier, these include;</p> <ul style="list-style-type: none"> • Concessionaire retail spaces • Concessionaire general storage shell space • Concessionaire main office shell space

Feature/ Area	Function/	Summary description
11.00	Ticket Office	<ul style="list-style-type: none"> • Concessionaire office space • Operator office shell space • Media area shell space
11.01	Generally	Provision of new building to the South East of the Stadium Island on the podium to be leased to WHUFC.
12.00	Hospitality West Stand	
12.01	Generally	<p>Hospitality accommodation areas to include;</p> <ul style="list-style-type: none"> • Podium Level Hospitality Lounge (level 00) • VIP / Directors' Lounge & Dining Area (level 01) • Directors Boardroom Lounge (leased to WHUFC) (level 01) • Directors Guest Lounge (level 01) • Private Boxes (16nr on level 01) • Club Lounge North (level 01) • Club Lounge South (level 01) • Hospitality Dining / Lounge Area (level 01) • Hospitality Lounge Concourse (level 02) • Hospitality Dining / Lounge Area (level 02) • Preparation kitchens on 2 levels of hospitality (1&2). • Main production kitchen located on lower ground.
13.00	Changing Zone – level 00	
13.01	Generally	<ul style="list-style-type: none"> • Lower ground level reconfigured to support operation of both athletics and ball sports. • 1500sqm space provided for football operation. • 350sqm further area provided for general competitor changing rooms for athletes or other sports users (including hot and cold plunge pools) • Separate officials changing area 110sqm. • Indoor sprint/call track and dope testing/medical suite retained. • Office space allocation for Operator will be made available.

Feature/ Area	Function/	Summary description
14.00	Storage Space	
14.01	Generally	Located on lower ground level.
15.00	Control Rooms - level 01	
15.01	Generally	<ul style="list-style-type: none"> • New Stadium control centre constructed at level 01 to accommodate emergency services and Stadium CCTV. • Further rooms to be fitted out to support football media broadcast. FF&E to be provided by Operator. • South park CCTV system can be monitored from the stadium control centre (which is linked to Park HQ))
16.00	Podium Access	
16.01	Generally	<ul style="list-style-type: none"> • New public access stairs and lifts provided to the south and south east of the Stadium providing vertical circulation links between podium and lower ground level.
17.00	Main Roof	
17.01	Generally	<ul style="list-style-type: none"> • Full roof coverage will be provided to all Stadium seats in retracted or extended position. • Coverage is defined as being within the Stadium roof-edge 'drip-line'. • Roof covering will be a combination of metal cladding and polycarbonate (to allow light on the pitch). • The extended roofing will support extended and enhanced lighting and PAVA installations.
18.00	Stadium Flood Lighting	
18.01	Generally	<ul style="list-style-type: none"> • New floodlights will be located on inner edge of the new and extended roof. • Provision will be made for current best practice HDTV floodlights to a minimum of 2500 LUX with 'flicker free' capability. • Lighting will be designed via switching to support top level football, athletics, rugby and American football without physical alteration. Overlay capability for cricket and baseball • Light access is possible in accordance with the access and maintenance strategy.
19.00	Existing Structure	
19.01	Generally	Existing structure finishes / treatments will be upgraded to achieve 50 year life span with maintenance and life cycle activity.
20.00	External Works	

Feature/ Area	Function/	Summary description
20.01	Generally	New hard & soft landscaping works will be undertaken to northern edge of the Stadium podium.
21.00	Catering Fit Out and Equipment	
21.01	Generally	Fit out and catering equipment to main kitchen, forward kitchens and concessions to be undertaken by Caterer.
22.00	Stadium Island Access Bridges	
22.01	Generally	Stadium Access will be retained permanently. Bridges, bridge abutments and railings will be upgraded from temporary to permanent where relevant.
23.00	Athletics warm up track	
23.01	Generally	A floodlit IAAF Standard 6 lane 400m track capable of supporting Club and school usage. Natural grass turf infield. Access to Stadium Island car parking to be provided on non-Event days.
24.00	Design Codes	
24.01	Generally	<p>To comply where appropriate with the following technical and design standards:</p> <ul style="list-style-type: none"> • Guide to Safety at Sports Grounds – 5th Edition, 2008 • Premier League Handbook 2011/2012 • IAAF Competition Rules 2012-2013 Technical Regulations for IAAF World Athletics Series (as at 1 January 2012) • RFU Professional Game Board (PGB) Minimum Standards Criteria for Season 2011/12 Sports, Entertainment, Music and Dance, Boxing, Wrestling and Cinematography licences • IAAF Track and Field Facilities Manual (2008 Edition) • FSADC Seating Sightline Terracing Guide 1991 • FSADC Stadium Public Address Systems Guide 1991 • FSADC Stadium Roots Guide 1992 • FSADC Toilet Facilities at Stadia 1993 • FLA Sports Ground and Stadia Design Guides, including: <ul style="list-style-type: none"> • SGSG No 1 – Accessible Stadia • SGSG No 2 – Control Rooms • SGSG No 3 – Concourses • UEFA Stadium Infrastructure Regulations 2006 (selected elements) UEFA Stadium Infrastructure Regulations Edition

Feature/ Area.	Function/	Summary description
		<p>2010</p> <ul style="list-style-type: none"> • FIFA Football Stadiums Technical Recommendations and Requirements 5th edition 2011 • District Surveyors Association Guides: Model Technical Regulations for Places of Public Entertainment • Guide to Health, Safety and Welfare at Pop Concerts and similar events • Building Regulations Approved Documentation / British & European Standards and Codes of Practice • Fire Safety – Fire Precautions Act 197 and BS9999 • Disability Discrimination Act 1995 • Licensing Act 2003 – current alcohol consumption legislation relating to stadia <p>This Specification incorporates the following sports codes:</p> <ul style="list-style-type: none"> • Guide to Safety at Sports Grounds 5th Edition 2008. • IAAF Track and Field Facilities Manual 2008. • IAAF Competition Rules 2012-2013. • Technical Regulations for IAAF World Athletics Series (as at 1 January 2012). • Premier League Handbook 2011/ 2012. • RFU Professional Game Board (PGB) Minimum Standards Criteria for Season 2011/ 12. • FIFA Football Stadiums Technical Recommendations and Requirements 5th Edition 2011. • UEFA Stadium Infrastructure Regulations Edition 2010. • FSADC Seating Sightline Terracing Guide 1991. • FSADC Stadium Public Address Systems Guide 1991. • FSADC Stadium Roofs Guide 1992. • FSADC Toilet Facilities at Stadia 1993. • FLA SGSG No 1 Accessible Stadia 2003. • FLA SGSG No 2 Control Rooms 2005. • FLA SGSG No 3 Concourses 2007. • Premier League 'Amendments to the rule of the Premier

Feature/ Area.	Function/	Summary description				
25.00	Car Parking	League, Section K: Stadium Criteria and Media Access' 2013				
		Car park	Standard spaces	Blue Badge Spaces	Total	
		Southern car Park	78	19	97	Space required for OBS and away supporters coaches
		Western Car Park	67	16	83	Includes coach drop off
		VIP Car Park	39	10	49	
		Community Athletics Track Car Park	27	3	30	Plus 3 coach spaces
		Totals	211	48	259	

APPENDIX E LEARNING ZONE

- The Operator shall:
 - Provide a rent free and serviced dedicated space in the Stadium. The Operator should assume that the Zone will be provided in the location shown, and the Operator will be required to work with the Learning Zone as set out in this document;
 - Co-operate with access to other areas of the Stadium, at their discretion and depending on Events and activity in the Stadium;
 - Positively support the Learning Zone, being an active partner in its success; and
 - Provide connection to the ICT system in the Stadium and ability to connect to the network through the Stadium ICT system.
- The Operator will not be expected to:
 - Fit out or equip the Learning Zone;
 - Manage Learning Zone staff;
 - Deliver the Learning Zone programmes;
 - Maintain the Learning Zone ICT system;
 - Management of students while in the Learning Zone; and
 - Provide catering services to the Learning Zone staff, unless otherwise agreed (including in relation to charges).

Operation in the Stadium

- It is envisaged that the Learning Zone will deliver programmes taking inspiration from a variety of other sports and high profile Events being held in the Stadium and the Park.
- The current operation will move to the space provided in the Stadium shown in the Accommodation section of this document, with responsibilities divided as follows:

Responsibility	Current Position at Upton Park	Position at Stadium
Staffing	London Borough of Newham	London Borough of Newham
Rent for Dedicated Space	West Ham United (Rent Free)	Operator (Rent Free)
Access to Stadium Spaces for Learning (e.g. Lecture room, media zone, indoor track, playing surface)	Regular planned and managed access by agreement and at discretion of WHUFC	Regular planned and managed access by agreement and at discretion of Operator
Utilities	WHUFC (value in kind)	Operator (value in kind)
Initial Fit Out of Space	London Borough of Newham	London Borough of Newham
ICT Equipment	London Borough of Newham	London Borough of Newham / Stadium ICT Partner
Access to Stadium ICT systems	West Ham United	Operator
Contribution of materials and support for programmes (e.g. player appearances, materials from Events to support learning, prizes, tickets, mascot days)	West Ham United, LBN and other partners	Operator, West Ham United, UK Athletics, LBN and other partners

Operating Hours and Capacities

- The Learning Zone programme will vary from school term to school term, but for the purposes of providing proposals Operators should assume the following:

	Description	Notes
Non Event Term Time Day Operational Hours	8.30am-10pm Courses Stadium experiences, school trips	
Non Event Holiday Period Operational Hours	8.30am-10pm Holiday school	
Event Day Operational Hours	8.30am-10pm Media journalism programmes	At discretion of Operator and depending on Event
Staffing of Learning Zone	3 Staff working non Event and Event Days	As set out below
Annual Visits by Students to Learning Zone	Between 6,000 and 12,000	Maximum number depends on staffing and running dual sessions
Maximum number of students at any one time on courses	Maximum of 90, consisting of 3 groups on rotation using a variety of spaces	All students will be accompanied by appropriate ratios of teachers and support workers
Maximum number of Students at Presentation Events	Maximum of 600	Would seek to use hospitality lounges, media / lecture space for such events of 10 days per annum
Programme Content	Literacy/Numeracy Family Learning, Adult Education Holiday and Saturday Schools Outreach, intergenerational, social inclusion programmes enterprise GCSE, GNVQ, Degree Business and Leisure and Tourism Heritage / research Projects Music / FilmAcademy Projects Other partnership projects that meet LBN and Operators aims	Operator will ideally identify opportunities to collaborate on relevant programmes in which they have expertise

Staffing of Learning Zone

- A Centre Manager will be based at the Stadium, who will have experience of managing educational projects and have a variety of teaching experience. There will also be Centre Teachers who will develop the curriculum and run daytime and additional projects. There will also be an ICT/Media Officer, also contributing the development of the curriculum and keeping the Learning Zone up to date with innovations.

- In addition to this will be an administrative workers, sessional mentors and volunteers who would be expected to complete the Open College Network accreditation in - 'Introduction to Mentoring Skills' and other relevant training. The Study Support Centre would encourage work experience placements for students from local schools and also students from the UK and from abroad who are following teacher training courses. All staff will be employed by the London Borough of Newham following set procedures to ensure quality and all policies are adhered to.
- The Operator will be required to ensure all staff are provided with appropriate access passes. All staff will be required to adhere to the Operators induction, health and safety etc. training and practices. The Centre Manager will be liable for the security related to the Learning Zone and to the participants. If the Operator, acting reasonably, demonstrates that it incurs additional costs (if additional staff are necessary for the security), the Operator shall be able to charge for such additional costs.

Accommodation & Resources

The exclusive area for the Learning Zone will be based in the following location (LG-WS-026) as shown on LC201-STA-GND-A-DGA-1020 Rev. P02 Level LG Revised,

The fit out of the space will be included in the fit out of the Stadium, and the Operator should not cost for any requirements to fit out the areas. The Learning Zone should have a relationship to the Stadium to strengthen the concept of motivating young people by generating an exciting environment. Therefore the Operator shall provide access to the Learning Zone and access to the following areas outside the dedicated space (depending on other operational demands) without a financial charge except if the Operator incurs additional charges (in terms of security for instance):

- **Stadium Viewing Opportunities** to bring the venue to life for Student, and provide a real life inspiring resource, allowing students to feel the energy of this large iconic space where so many achievements have been made.
- **Entrance and Access to the Learning Zone** through the main entrance on non-Event Days, and through an alternative corridor route (LG-WS-089) or (LG-WS-066) on Event Days, when it is not suitable to use the Main entrance
- **Indoor Athletics Track** located adjacent to the Learning Zone (LG-WS-159) for the purposes of practical Learning Zone sessions
- **Larger Presentation Spaces** in for up to ten (10) larger presentations per annum. Times and dates to be at Operator's discretion
- **Post-Match Interview Areas** for media courses and as part of the overall experience for Learning Zone students
- **Staff Kitchen, Toilet and Store Area** for Learning Zone Staff (not Students) on shared basis with Stadium security team

Learning Zone Requirements

Within the Learning Zone the following equipment will be set up. The table shows any responsibilities the Operator will have for such equipment

Set Up Requirements

Requirement	Lead Responsibility	Operator Responsibilities
Apple Service plan	LBN	Stadium ICT to support use
Furniture	LBN	Potential donation of furniture not used in other areas of Stadium
2 servers connected to high speed internet including wireless	Operator	Secured links as part of ICT strategy, with admin rights for

Requirement	Lead Responsibility	Operator Responsibilities
network		Learning Zone team
30 Desktop Apple Macs with latest software for the classroom	LBN	Stadium ICT to support use
10 Office Apple Macs	LBN	Stadium ICT to support use
10 sound and editing Apple Macs, 3 x film equipment including cameras, micro phones, lighting	LBN	Stadium ICT to support use
30 iPads	LBN	Stadium ICT to support use
5 Printers and 3 scanners	LBN	Stadium ICT to support use
Photocopier with service plan	LBN	Stadium ICT to support use
3 Mounted interactive whiteboard/s with projectors	LBN	Stadium ICT to support use
6 plasma display screens	LBN / ICT Partner	Stadium ICT to support use
Small cinema screen (presentation space)	LBN	Stadium ICT to support use
Static exercise machines (rowing/cycling machine for healthy living programmes)	LBN / Operator	Occasional access to Spaces if they are available, and at Operator discretion
Video cameras and digital still cameras	LBN / ICT Partner	Stadium ICT to support use
Reference books and non ICT educational game materials	LBN, plus reference materials from BOA at UEL	Stadium ICT to support use
Feature walls throughout made up of large scale images from iconic sports people, crowds of fans/paparazzi to key moments in sporting history.	LBN / ICT Partner	Operator to donate materials from Events

Operational Support

Requirement	Lead Responsibility	Operator Responsibilities
Heating, Lighting and Water	Operator	Provide heat. Light, water to area
Telephone connection	Operator	Stadium ICT to support use
Dedicated high speed broad band connection	Operator	Stadium ICT to support use
Reception support, maintenance &	Operator	Cleaning and Security included as part of overall Stadium

Requirement	Lead Responsibility	Operator Responsibilities
cleaning, Security		arrangements
2 rented water coolers	Operator	Should be part of Stadium contract for provision
Stadium Tours	Operator	Agreed access to Stadium tours for Learning Zone Students at an agreed discounted rate
Stadium Event programmes and paraphernalia for displays/prizes	Operator	Operator and Event Hosts provide space
Visibility in Event Day/Events Programmes, websites	LBN, WHU and Operator	Operator and Event Hosts provide space
Hospitality including refreshments for celebration events and conferences	LBN	Operator may provide for Events
Merchandise at cost price	LBN	Support arrangements with Event Hosts
Occasional VIP tickets for prize winners and their parents for Games and Events	E20 LLP	Support arrangements with Event Hosts
Tickets (40 for each match day/sport/other Event) – designated seating	LBN (through WHU tickets deal)	Operator to be open to requests for support for non WHUFC Events
Young reporters match day/sport/Event press passes (up to 10 per Event)	LBN	Support arrangements with Event Hosts
Partnership and access to Park Museum	E20 Stadium LLP / LLDC	Co-operation

There will be a variety of spaces available for displaying students' work both inside the Learning Zone and outside in the corridor area. These will be in the form of plasma screens which will continually be updated and also inform passers-by. Access will be via a separate entrance or through the main reception of the Stadium. Visitors will be expected to follow the policy of the Site and it is hoped there will be separate pupil access. The Learning Zone will hold regular celebration events and conferences (up to ten (10) a year) and in addition to the allocated space, the Operator (at its discretion) will provide access at these times to a hosting area within the Stadium to accommodate six hundred (600) pupils, teachers and parents.



APPENDIX F COMMUNITY TRACK

Introduction

Operators should allow in their Business Plan for managing the Community Track, taking all income and meeting all costs related to the Community Track operation. This includes maintenance of the Community Track and grass infield.

Location and Facilities

- The facilities being provided are those set out in the Stadium Plans.
- In order to ensure Security and facilitate optimal use, the Community Track is fenced off. The clubhouse facilities are able to be physically separated from the Stadium facilities to create a Community Track compound.
- There is one entrance point to the Community Track, which should be 'controlled' by the Operator. Proposals for staffing and / or use of a 'swipe card' system for users should be considered by the Operator.
- Where possible, Operators should base their proposals on maintaining use of the Community Track facilities on Events Days (e.g. WHUFC matches). In these cases the Operator will be able to restrict parking to the Community Track area.
- Operators should plan on the basis that for certain Event Days where the Community Track forms an essential part of Event delivery they will be able to close the Community Track. (e.g. Diamond League, large concerts where the Community Track forms an emergency exit),

Parking

- The Operator should provide access to the dedicated Community Track car park.
- On days when Events are taking place the Operator will be able to reduce access to car parking for the Community Track.

Facility Use

- Operators should plan for year round community activity on the Community Track, with the facilities open a minimum of two hundred and fifty (250) days per annum.
- More intense use is expected during the April to September period, during the athletics season and when the facilities are used for school sports days.
- The programme is expected to follow the normal pattern for facilities of this type, with peaks on weekday evenings for training, and weekends for Events.
- The facility will be used to provide overlay space for large concerts.
- Operators should assume that current activity at Newham Leisure Centre will transfer to the Community Track, and pricing for these activities will be based on current charges paid by users at Newham Leisure Centre. Current prices and protected programme sessions are:

General Track Booking Charges -£56 per hour

Individual Customers - £2.20 per session when facility open and not booked

Newham Schools Sports Days - A minimum of thirty (30) half day bookings between June and mid-July each year – charged at £200 for four (4) hour booking. Newham schools must be given priority up to the thirty (30) booking per annum over other school users.

Newham & Essex Beagles AC - Priority booking for nine (9) hours per week for club nights at £54.60 per hour outdoor track. Current session times are Monday (6pm – 9pm), Wednesday (6pm – 9pm) and Sunday (10am – 1pm)

East End Road Runners / Newham Running Club - two (2) hours priority booking for at £40 per hour. Current session time is Tuesday (6.45pm – 8.15pm)

- KiS Triathlon Club – one (1) hour per week at £54.60 per hour outdoor track. Current session time is Wednesday (6pm – 7pm)
- Newham Athletics Network Programmes - Priority booking for ten (10) hours per week. Free of charge where booking is between 10am and 6pm, and £56 per hour at other times

Legatum Academy Use of Community Track

The Operator will make the Community Track facilities available to the staff and pupils of Legatum Academy in line with the finally agreed contract between E20 and Legatum Academy. This will include:

- The right for Legatum Academy to use the Community Track upon payment of an annual usage fee (not to exceed £70,000 per year (increased annually in line with RPI)).
- The Community Track may be used upon prior notice between the hours of 9am and 4pm during school term time, access to be booked by Legatum Academy with the Operator.
- Legatum Academy bookings will be expected to take into account the commitment of Legatum Academy to co-operate with the Operator on the efficient delivery of Stadium Events including the timetabling of Legatum Academy events and Stadium Event Days.

Stakeholders and Partnerships

Key stakeholders that must be accommodated at the Community Track are:

- Legatum Academy
- Newham and Essex Beagles Athletics Club
- East End Road Runners
- School Sports Programmes
- England Athletics “Run England” programme
- Newham Athletics Network

Operators should assume:

- Legatum Academy's use of the Community Track (as set out above)
- there will be a Newham Athletics Network Manager present at the Community Track
- they will lead on establishing a Community Track stakeholder group

“Clubhouse” / Facilities

In addition to the Legatum Academy usage the Operator should assume the following use of clubhouse facilities.

Facility	Exclusivity	Main Community Uses
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Facility	Exclusivity	Main Community Uses
Club room/social area (including refreshment capability - is kitchen)	Non-exclusive club use, with agreement for access during club bookings	Club on club training and Event nights
Changing rooms/showers/toilets/ lockers	Non-exclusive club use, with agreement for access during club bookings	Club on club training and Event nights Schools
Event Changing rooms/showers/toilets	Non-exclusive club use, with agreement for access during club bookings	Club Events Schools
Weight training facility	Non-exclusive club use, with agreement for access during club bookings	Club during club training sessions
AV enabled class-room	Non-exclusive club use	Schools
Seating	Non-exclusive club use	Club events School sports days
Equipment storage area	Operator controlled	General use
Electronic scoreboard with TV capability.	Operator Controlled	Club on Event Days
Commentary box at trackside	Operator Controlled	Club and schools on Event Days
Indoor Training Area	Occasional use by club and athletics users at Operator discretion	Training

Equipment

Operators can assume that the Community Track to be fully equipped with storage for one set of loose athletics equipment adjacent to Community Track. Replacement of any such equipment will be the responsibility of the Operator.

Indoor Athletics Facilities in the Stadium West Stand

The Stadium houses an indoor athletics straight in the West Stand. Operators should assume that athletics users will not require regular use of these this athletics straight for training. It is anticipated that the existing Newham Leisure Centre indoor track will be superior to the indoor lanes at the Stadium and therefore remain the main base for winter indoor athletics. However, if the club and Operator agree use of the indoor athletics facilities at the Stadium these will be charged at no more than £28 per hour.

APPENDIX G: QEOP STADIUM CAPITAL SCOPE SUMMARY

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THE STADIUM, QUEEN ELIZABETH OLYMPIC PARK

CAPITAL WORKS SCOPE SUMMARY

Optional Operator Consideration
Provided by Operator
End Tier Sponsorship Opportunity
Main S&L and Fit out Contracts
WHU / UKA / LBN / Event Owners

Description	Main S&L and Fit Out Contracts to be provided by Operator the Grants	Operator	Optional Operator Consideration	WHU / UKA / LBN / Event Owners	End Tier Sponsorship Opportunity or provided by the Grantor
Technology					
1 LED pitch side signage	Power & data				
2 In-field scoreboards for athletics	Power & data			Available by UKA or timing partner	
3 TV screens (to GA & hospitality zones)	Power & data / IPTV system				
4 Stadium vision / IT content control (electronic advertisement system)	Power & data				
5 IT backbone	Cabling infrastructure throughout				
6 Wifi & mobile phone requirements & Distributed Antenna System (mobile phone / cellular)	Power & Data				
7 Distributed Antenna System (Mobile phone provider)					
8 Photo finish camera and associated controls	Power & data			Camera	
9 Timing equipment for all sports	Power & Data			Provision of UKA or timing partner to supply their own cabling to support timing equipment	
10 End user equipment for Event Control Rooms					
11 Goal line technology (EPL & UEFA)					
12 WHU Control Room - Timing control box	Power & Data			Timing equipment	
13 UKA Control Room - Broadcast Studio	Power & Data				
14 Commissioning of venue technology prior to RWC					
15 Stadium Operator Private Mobile Radio (TETRA)					
16 Stadium Private Mobile Radio Distributed Antenna System					
17 Event Private Mobile Radio					
18 Jumbo screens	Power & Data				
Security and Safety					
19 MET Police (Secured Systems) / PMR					
20 Other Blue Light Service					
21 Automated Access Control (Long Term Concession Areas)					
22 Guard Tour (Check-in Points)					
23 Spectator Access Control (Barcode, Smart Card, NFC)	Turnstiles, access readers, control system		Enhanced software	WHU procure own tickets	
24 People Counting System (mechanical system as a back-up)					
25 Exit Gate Central Release					
26 Panic Alarms					
27 Analogue Telephone Passive Distribution Network					
28 Press/Media Internet Connection (Wireless/Wired)					
29 Operator Data Network	Power & Data				
30 Event Operation Data Network	Power & Data				
31 System Integration upgrade					
32 West Ham United Football Club Data Network	Power & Data				
33 Enterprise end user equipment (Operator)	Power & Data				
34 Enterprise end user equipment (Event Organiser)	Power & Data				
35 Broadcast Network - Events Network					
Operations Management					
36 Audio Description System & Audio reinforcement				Event overlay AV	
37 Operations Meeting Room/Conference AV					
38 Operator Software Systems					
39 Incident Management System - Help Desk					
40 EPOS - Corporate Areas	Power & Data				
41 Cash handling facility	Secure room provided				
Event Services					
42 Simultaneous Interpretation					
43 West Ham United Software Systems					
44 Major Events Software Systems					
45 Club Shop Systems					
46 Prozone					
Catering					
47 Catering facilities to all BOH areas and FOH kiosk facilities will be fitted out by the operator. This to include all catering space fit-out (finishes & services), counters, catering equipment and loose ware. All BOH catering support and service areas that do not generate revenue i.e. sports federation guests areas, competitors, officials, competition management, venue management, event control, security staff event staff and entertainers.	Shell and core including all services infrastructure (incl utilities, ventilation and extract (net hood)) to all catering facilities - subject to paragraph 7.8 of Schedule 1 (Receivables and Payment)				
48 Hospitality bars (not equipment)					
49 Keg storage/ rooms					
50 Gas supply and distribution to main production kitchen	Gas supply (on Level LG)				
51 Cutlery / Crockery and associated consumables					
52 Beer reticulation and post mix	Tier 1 provides routes and cable tray				
53 F & B pods for GA spectators (fit out by operator)					
54 Queuing rails					
55 Eating and drinking shelves for spectators					

	Description	Main S&C and Fit Out Contracts to be procured by the Grantor	Operator	Optional Operator	Consideration	WHU / UKA / LBN / Event Owners	2nd Tier Sponsorship Opportunity or provided by the Grantor
56	Condiment stations						
57	Refuse points for spectators						
58	Catering management offices						
59	Vending machines						
	Stadium fit out/ Hospitality						
60	Fit-out of hospitality areas						
61	Cloakrooms, wc's and pantries to boxes						
62	Tea points/pantry facilities in office/work areas						
63	FF&E Allowance						
64	Operator to fit out admin offices						
65	Track protection	Protection for retractable seating					
66	Window blinds						
67	Auditorium seating in press conference / lecture theatre (no permanent seating required)						
68	Initial Community track clubhouse (CTC) rooms & equipment						
69	Fit out of Learning Zone						
70	Relocation of Bobby Moore statue						
	Operational						
71	Ground Maintenance Equipment supplies	Part of FF&E					
72	Cherry picker not required or provided for in service agreement						
73	Refuse management systems and compactors						
74	Cleaning equipment						
75	Statutory Signage - assumed provided in the base build or by tier 1						
76	Stadium wayfinding signage						
77	Crowd Segregation Barriers for away fans						
78	HVM requirements						
	Field of play / bowl						
79	Plant and machinery to support movement of retractable seating						
80	Dug-out seating for officials						
81	Stadium seat covers / screening to areas not used for football						
82	Netting / Infill to zones behind retractable seating in football mode	To be part of seating contract					
83	Flags and banners						
84	Glow light rigs assumed to have sodium lights and not LED	Power, FF&E					
85	Electrical infrastructure works associated with lighting for other events	Fixing points, power and controls to back of roof provided. Design and installation of connections for lighting paddles					
	Brands/IT						
86	Camera positions and power links, Media Tribunes etc						
	External Works						
87	External works to 'Wall of Champions'						
88	Stadium wrap						
	RWC Requirements						
89	Extension of field of play for Rugby and return to football mode after RWC						

APPENDIX H: CONNECTED STADIUM SPECIFICATION

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2.1

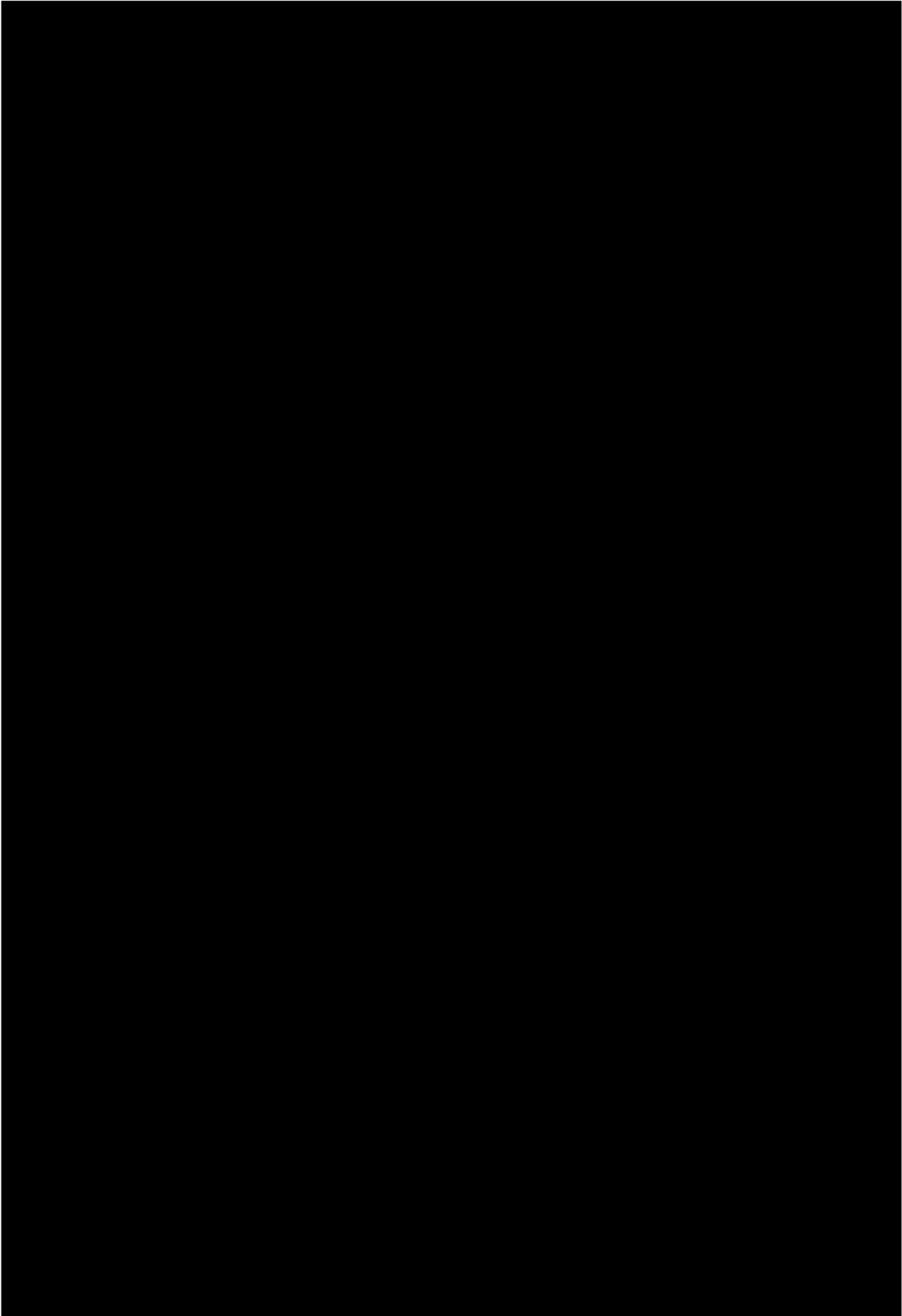
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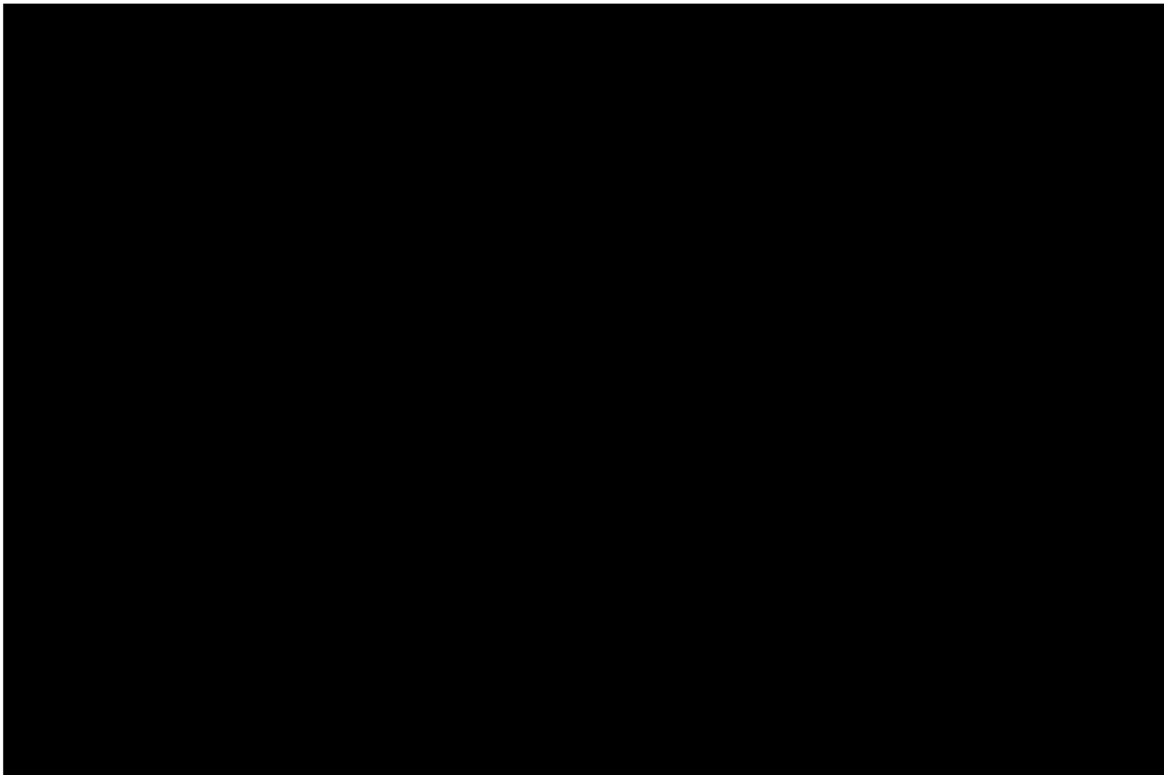
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APPENDIX I: COMMENCEMENT DATE ASSET LIST

The Parties acknowledge that (i) the Operator has entered into this Agreement on the basis of those Assets identified in the drawings provided by the Grantor during the tender process relating to this Agreement prior to 28 December 2014 (the “**Tender Assets**”); and (ii) for the purposes of paragraph 12.1, the Assets as at the Commencement Date shall (a) be those Assets listed on the Grantor’s Supplying London Portal up to and including the 28 November 2014 plus (b) those Assets shown in the drawings referenced below (the “**Listed Assets**”).

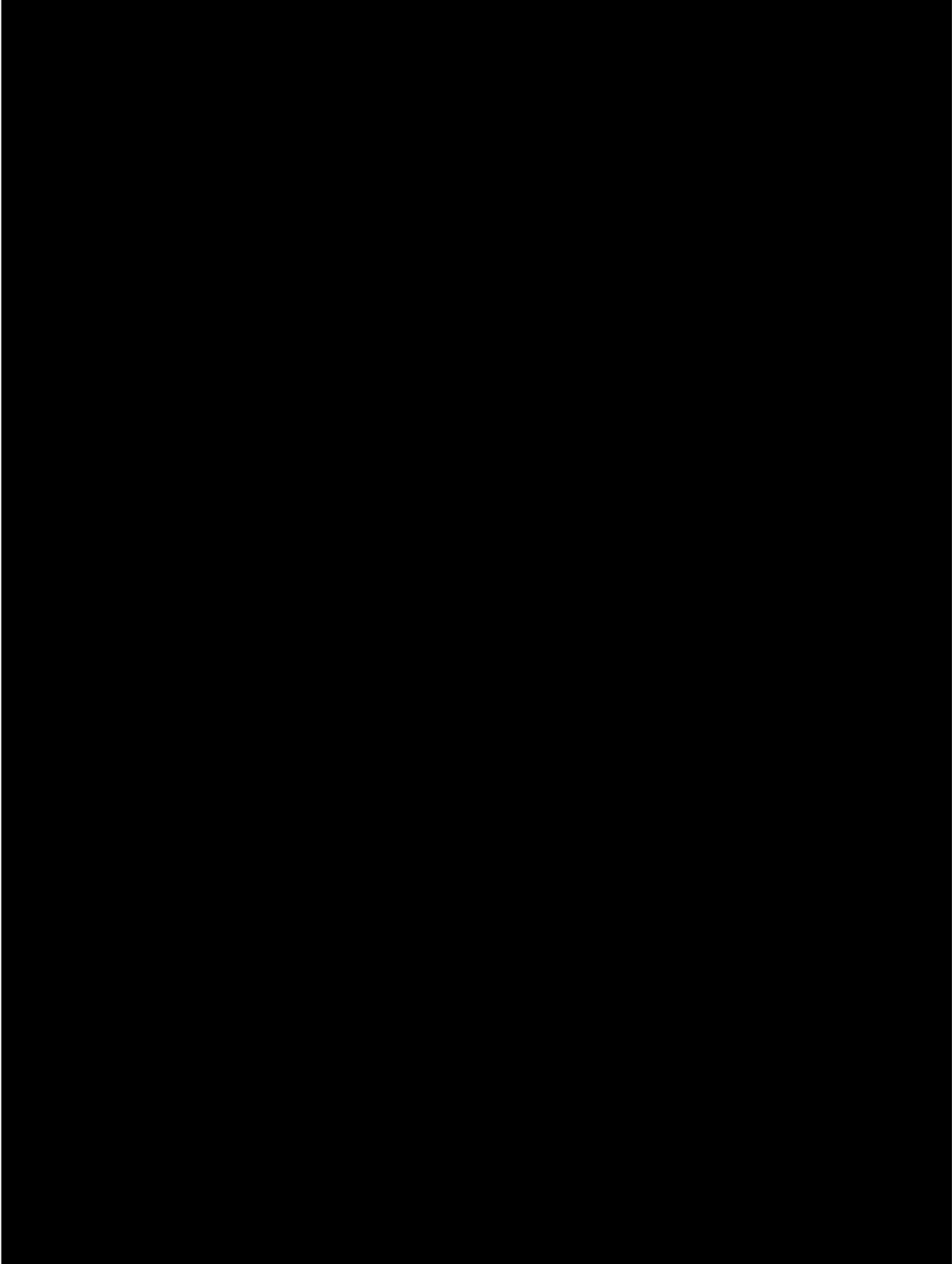
The parties agree that the Listed Assets shall be verified by each party (acting reasonably and in good faith) by comparing the Listed Assets with those Assets identified in the drawings provided by the Grantor during the tender process relating to this Agreement prior to 28 December 2014 (the “Tender Assets”). The parties shall agree any discrepancies between the Listed Assets and the Tender Assets no later than ten (10) Business Days from the Commencement Date. In the event that such discrepancies indicate Assets that are additional to the Tender Assets, then any additional costs to be incurred by the Operator in relation to these additional Assets shall be subject to the provisions of paragraph 12.1.2 of this Schedule 2 (Services Specification) and this Appendix I shall be updated accordingly.

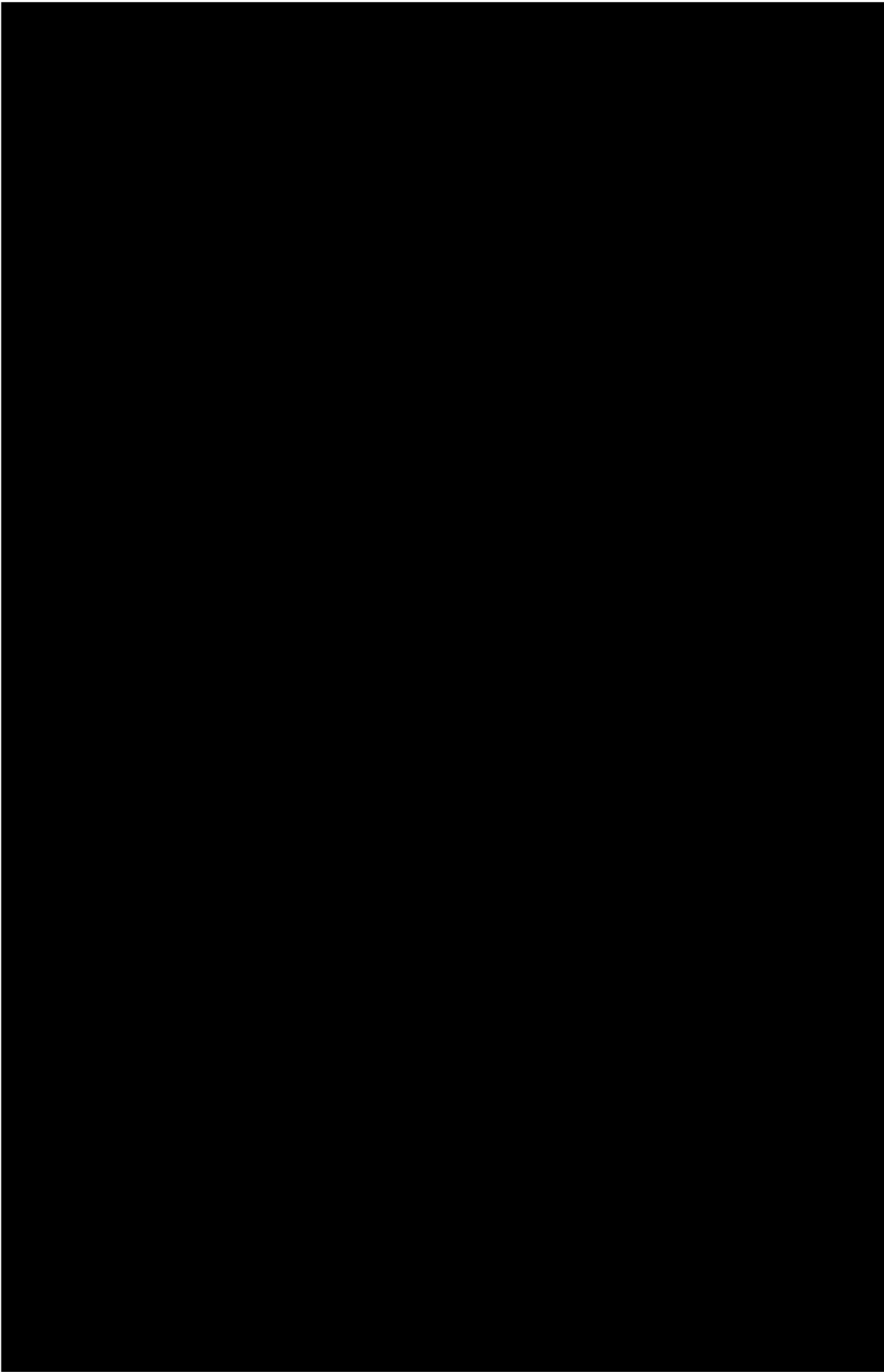
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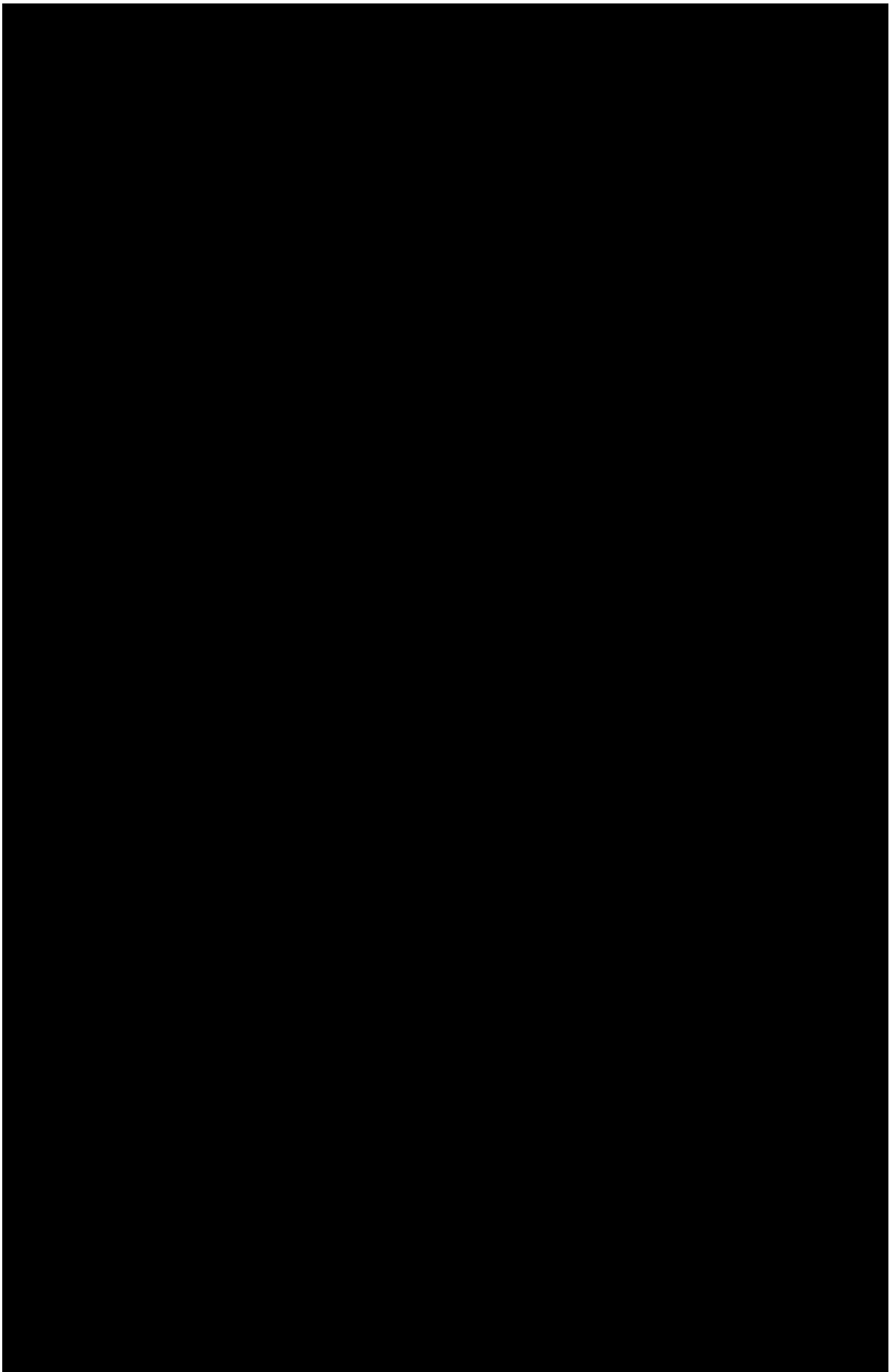
Schedule 3

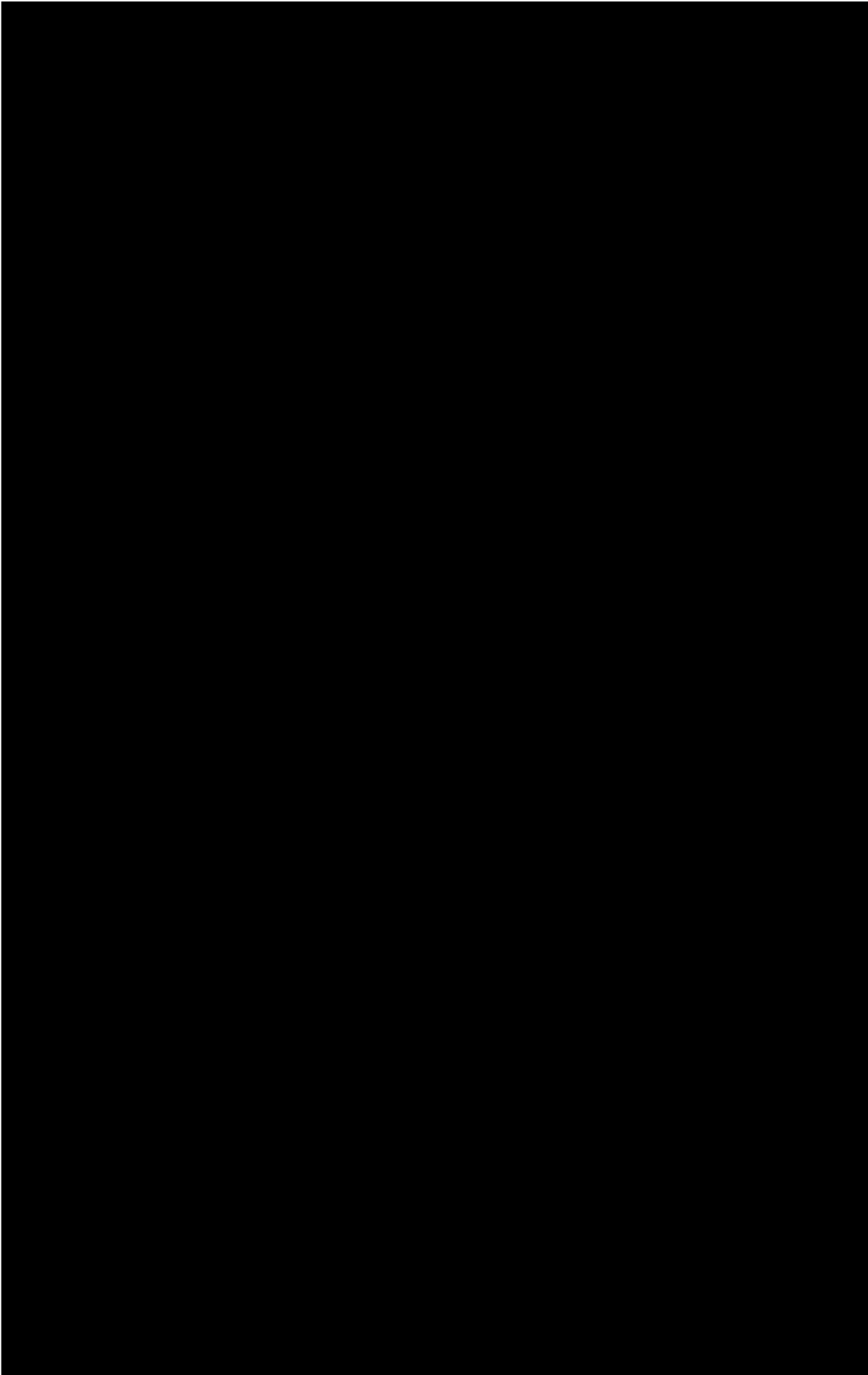
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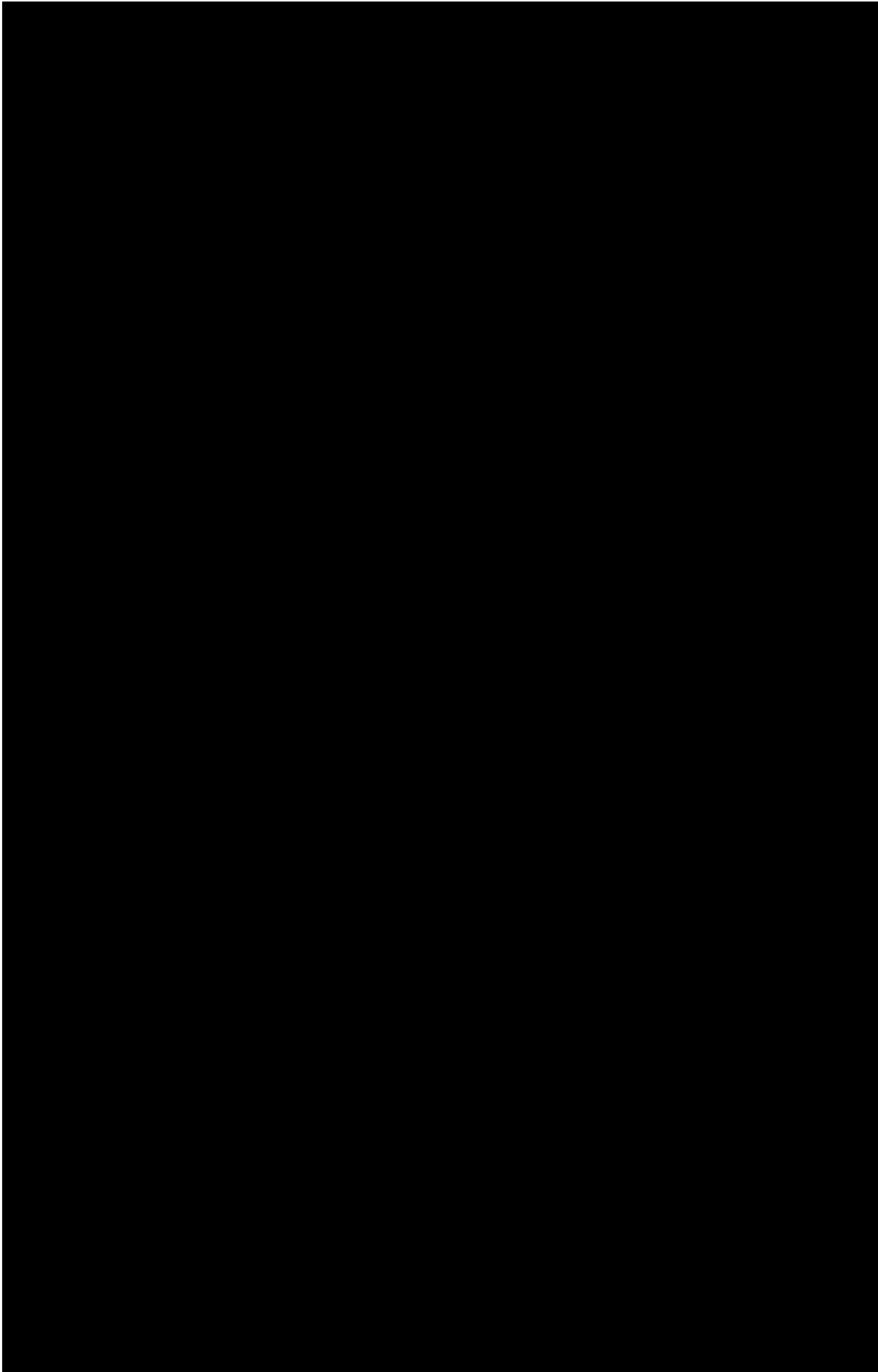
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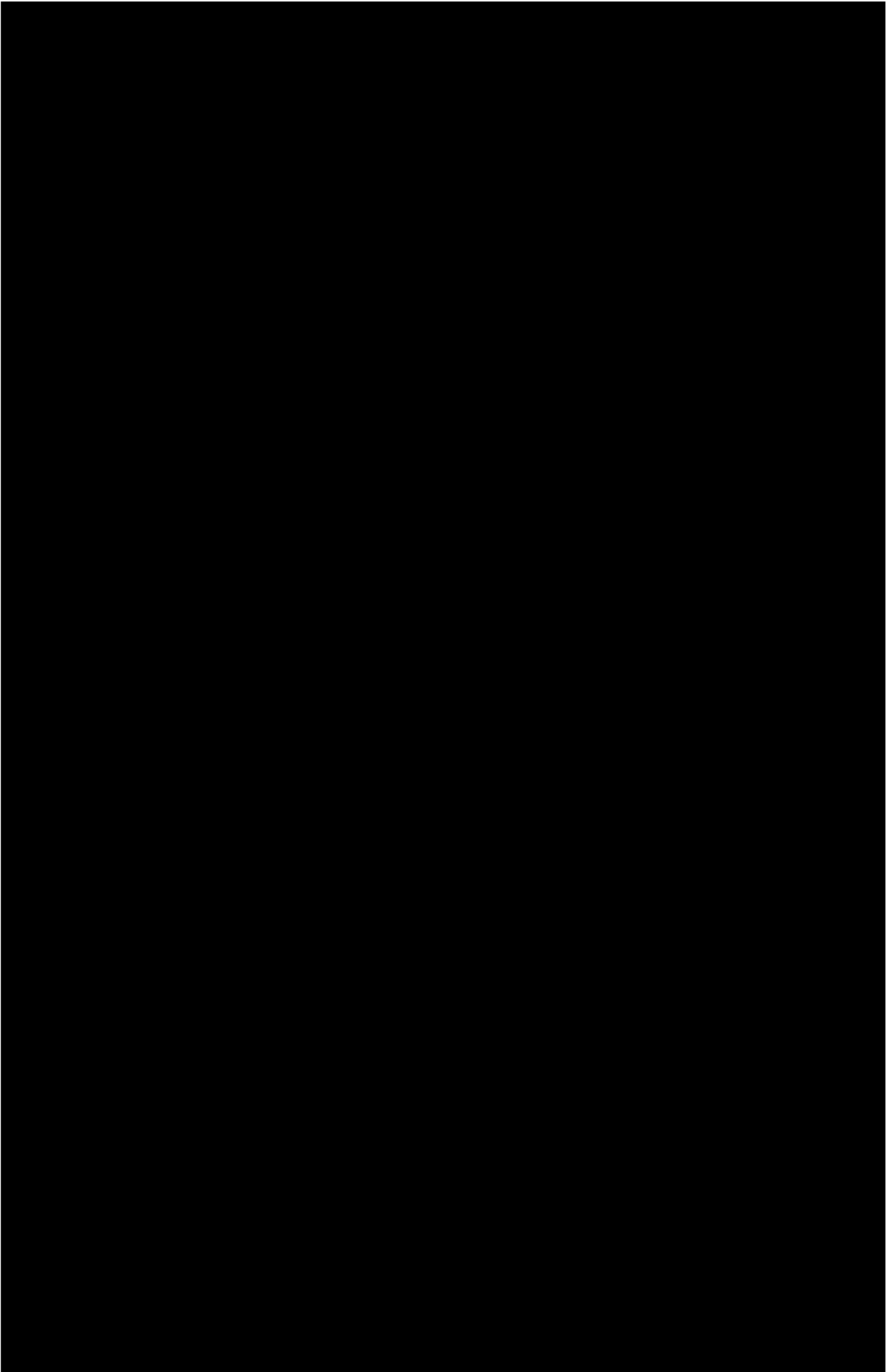






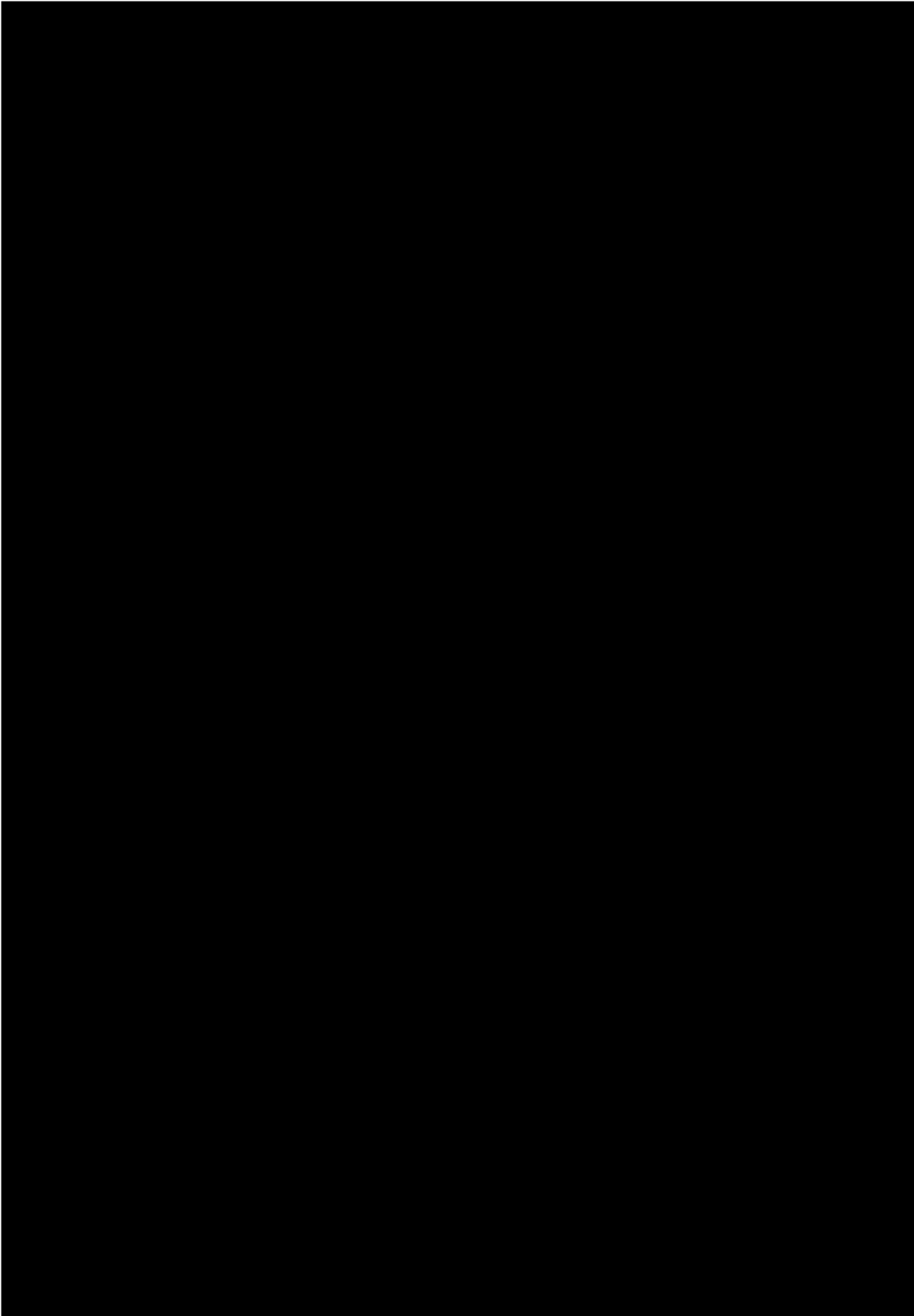


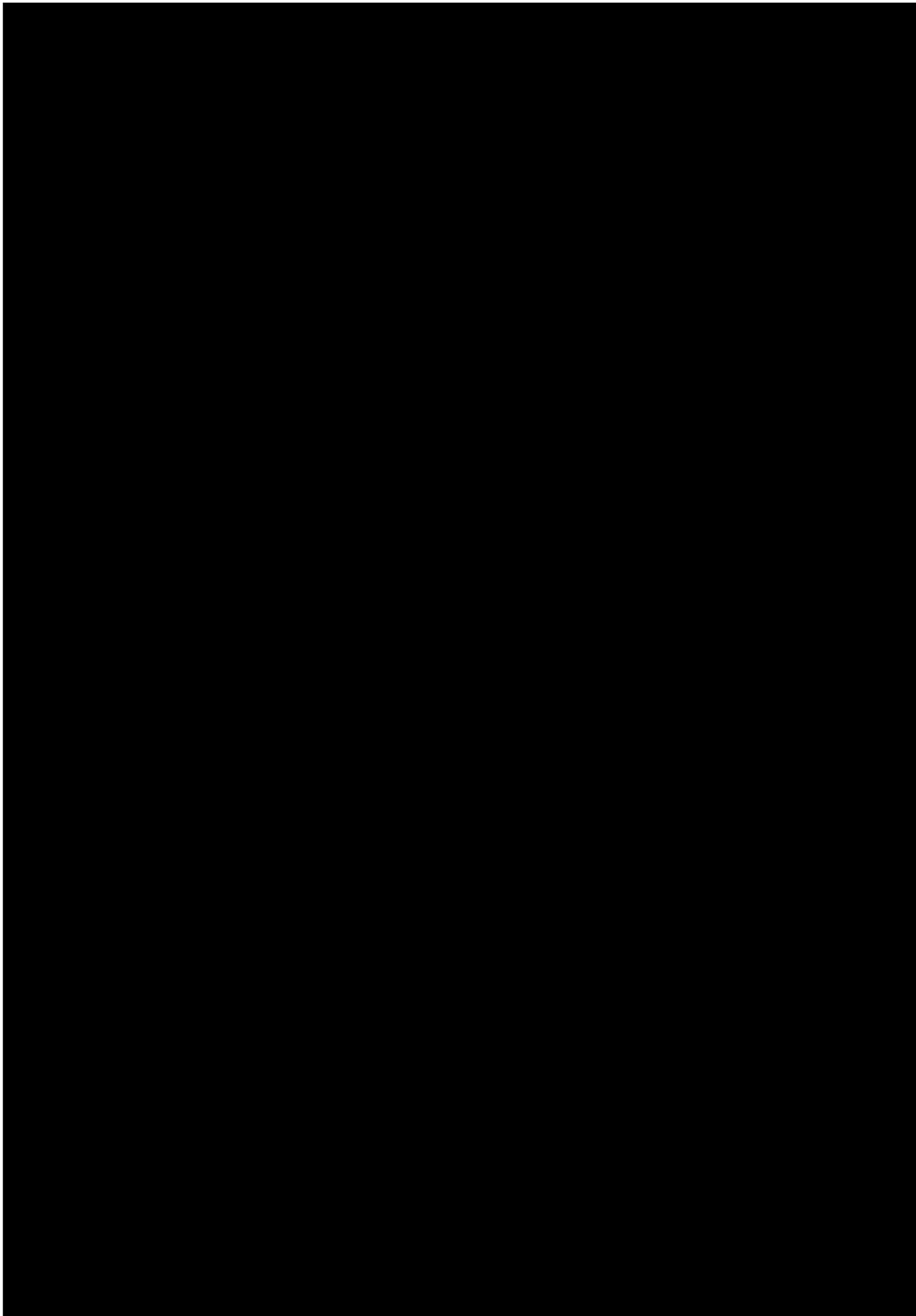


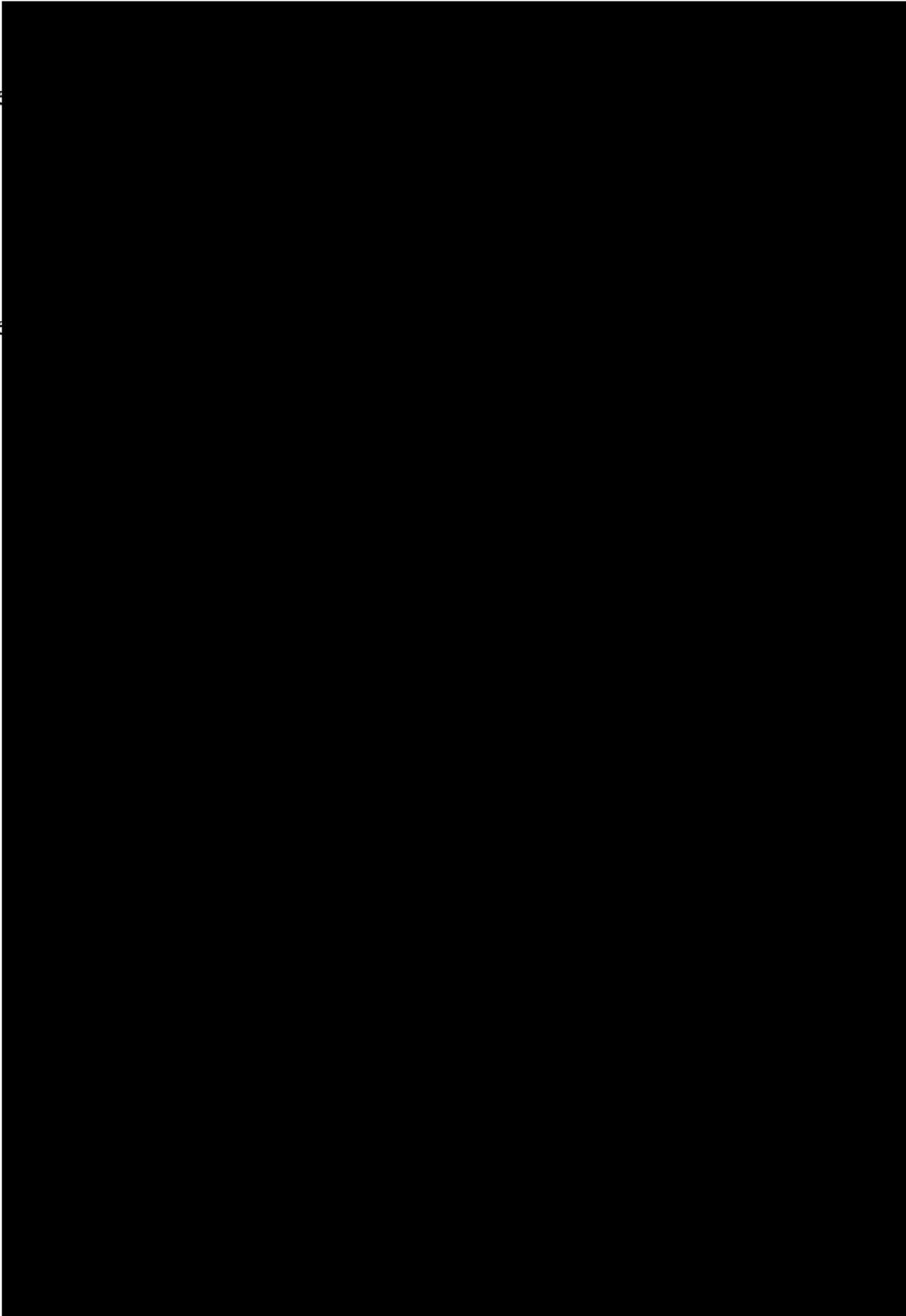


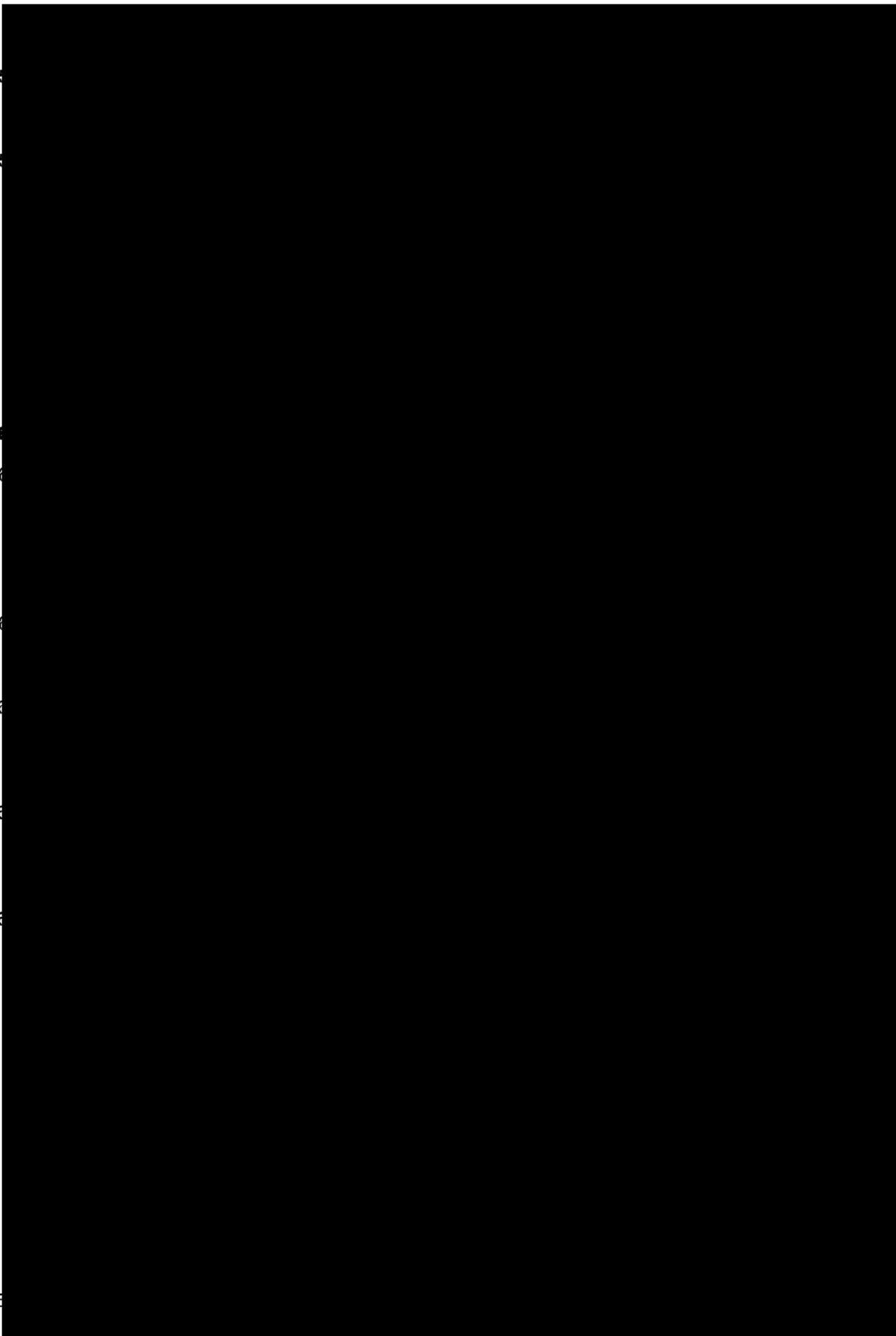
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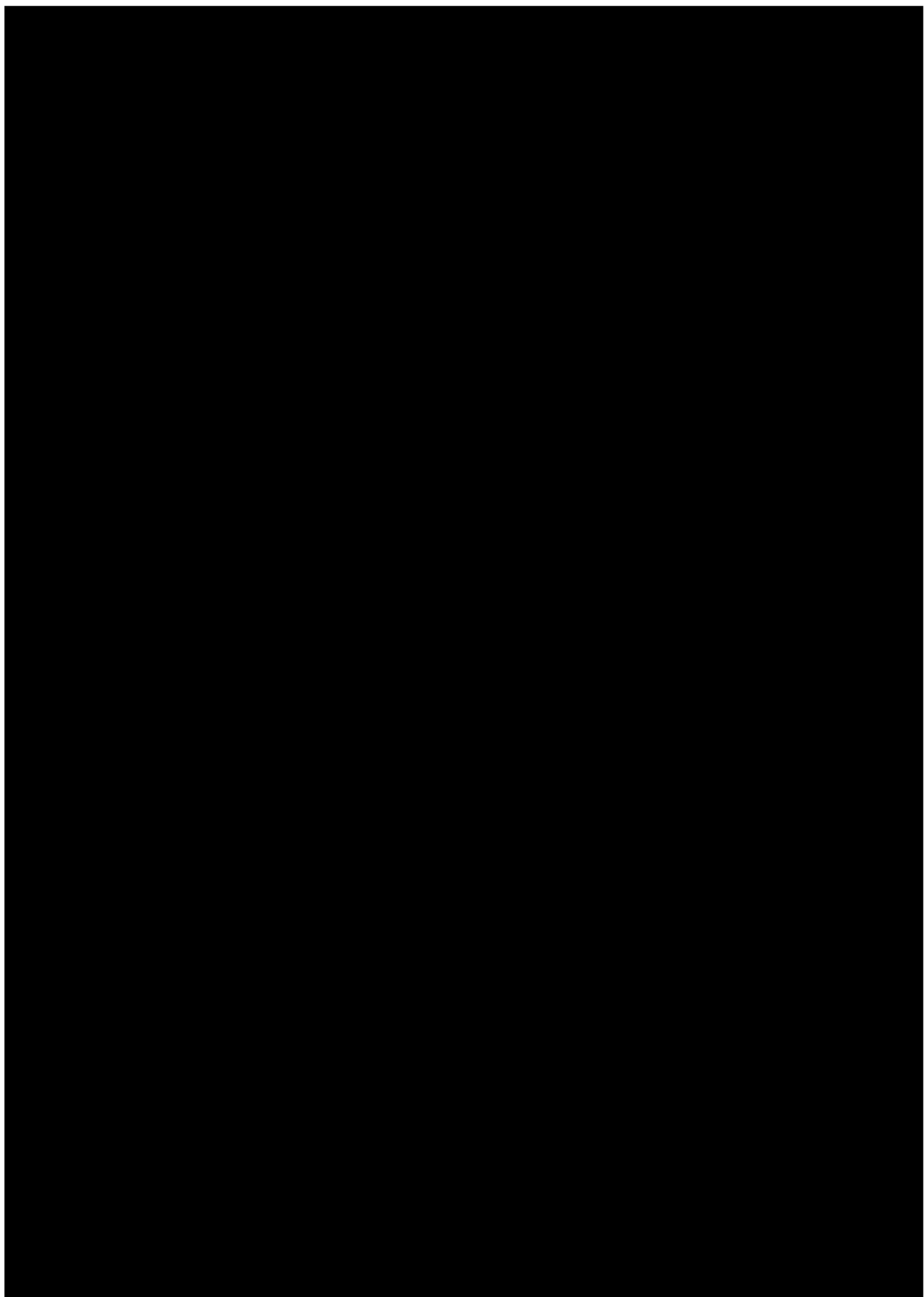
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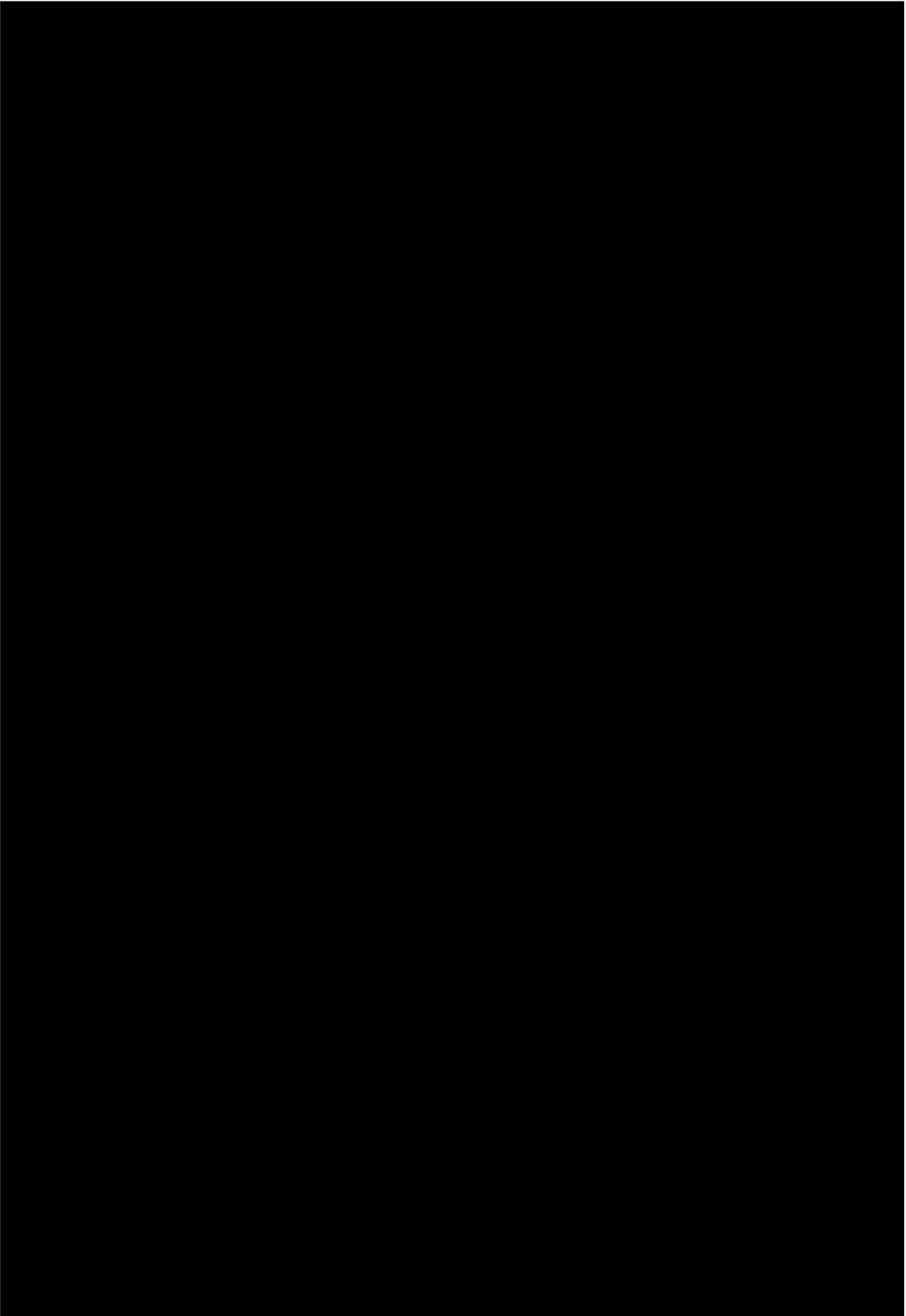


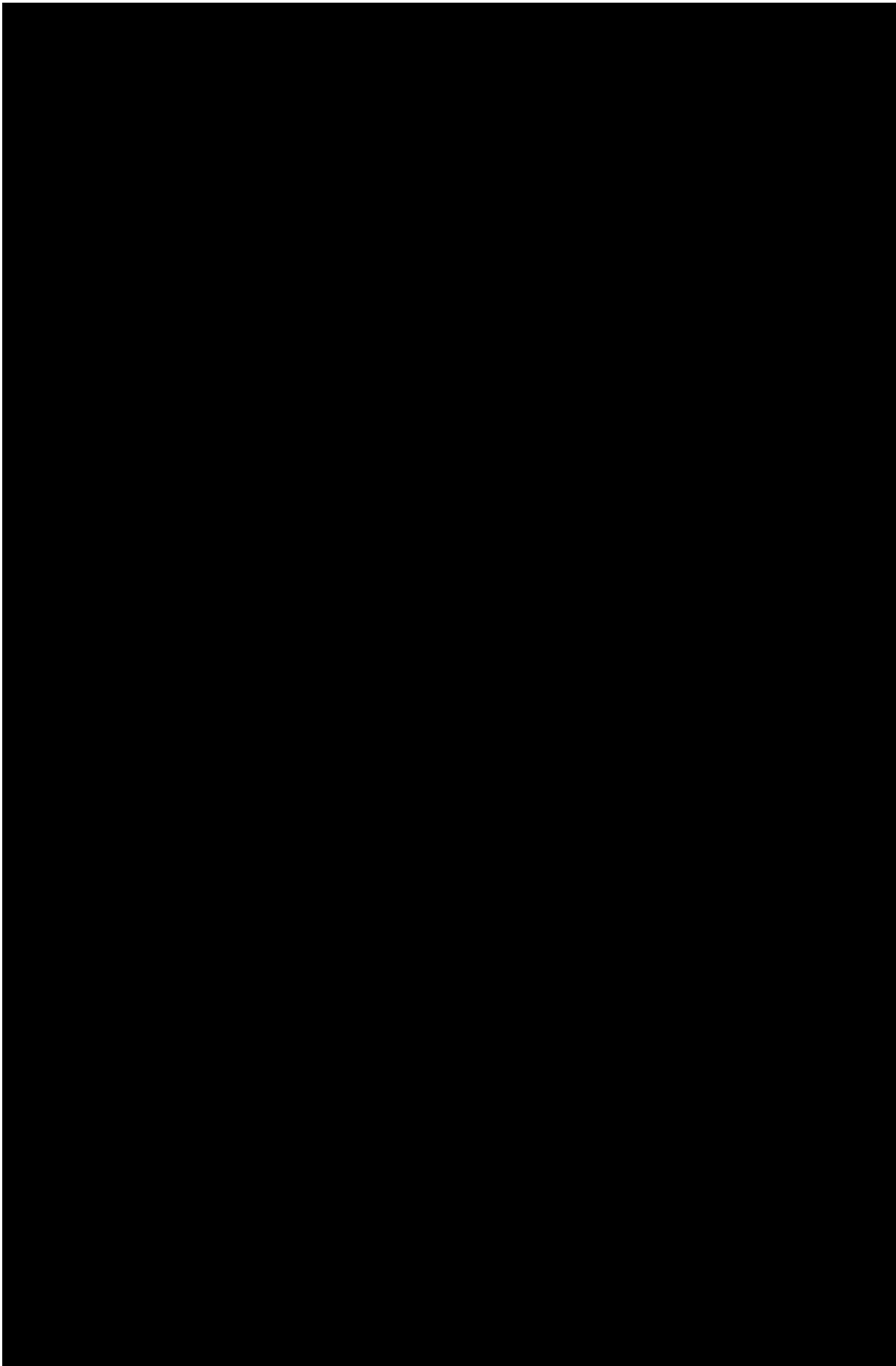


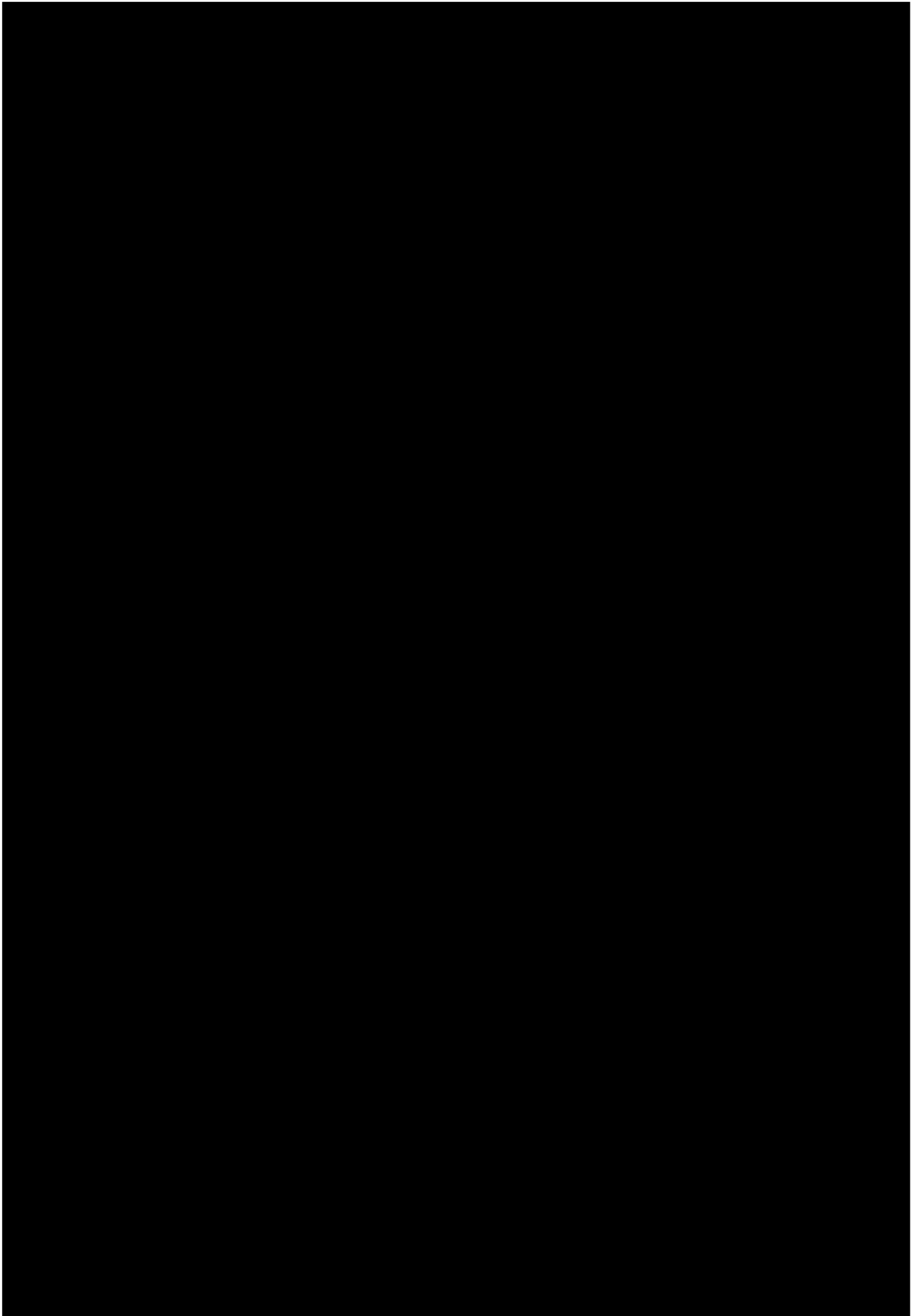


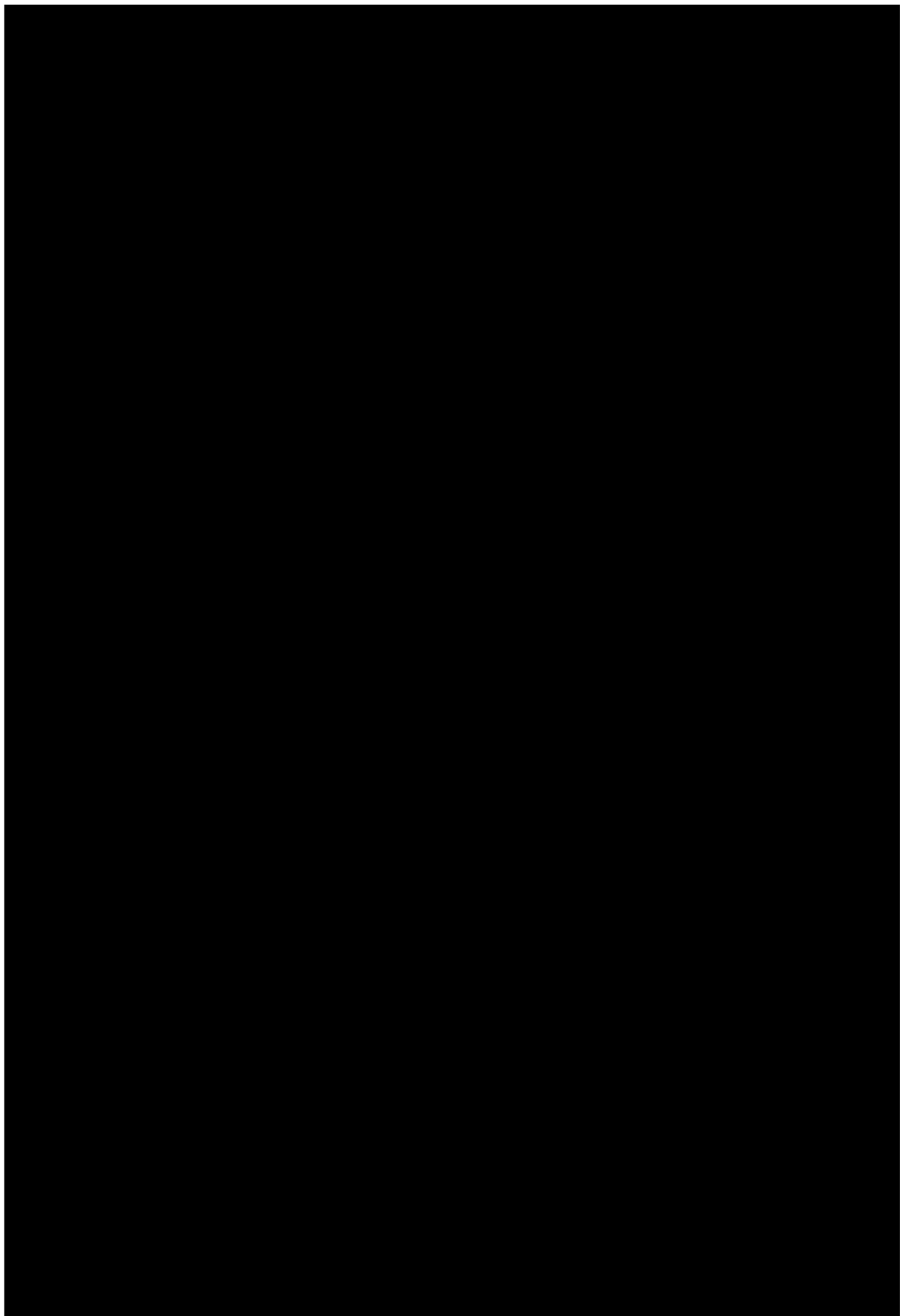


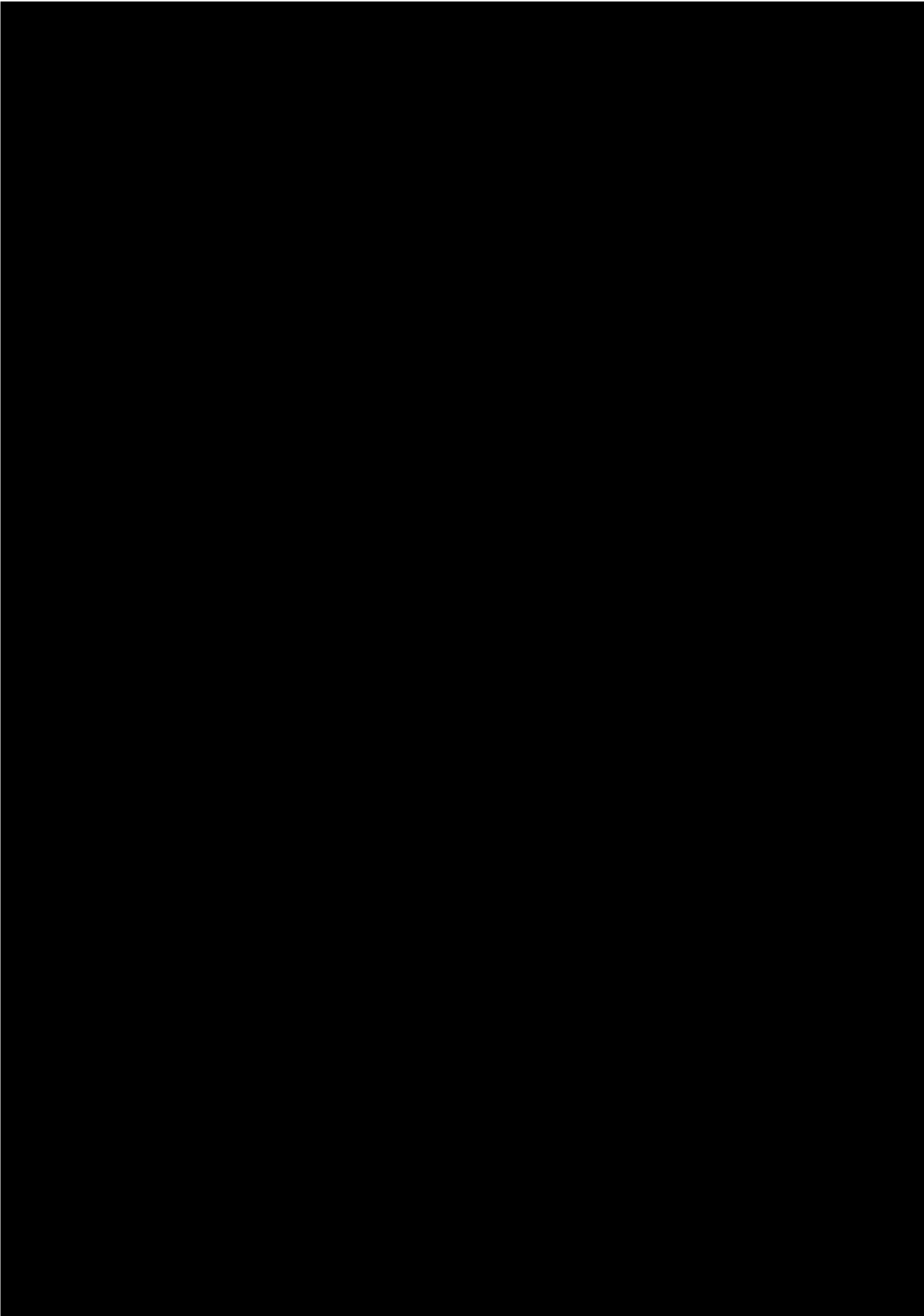


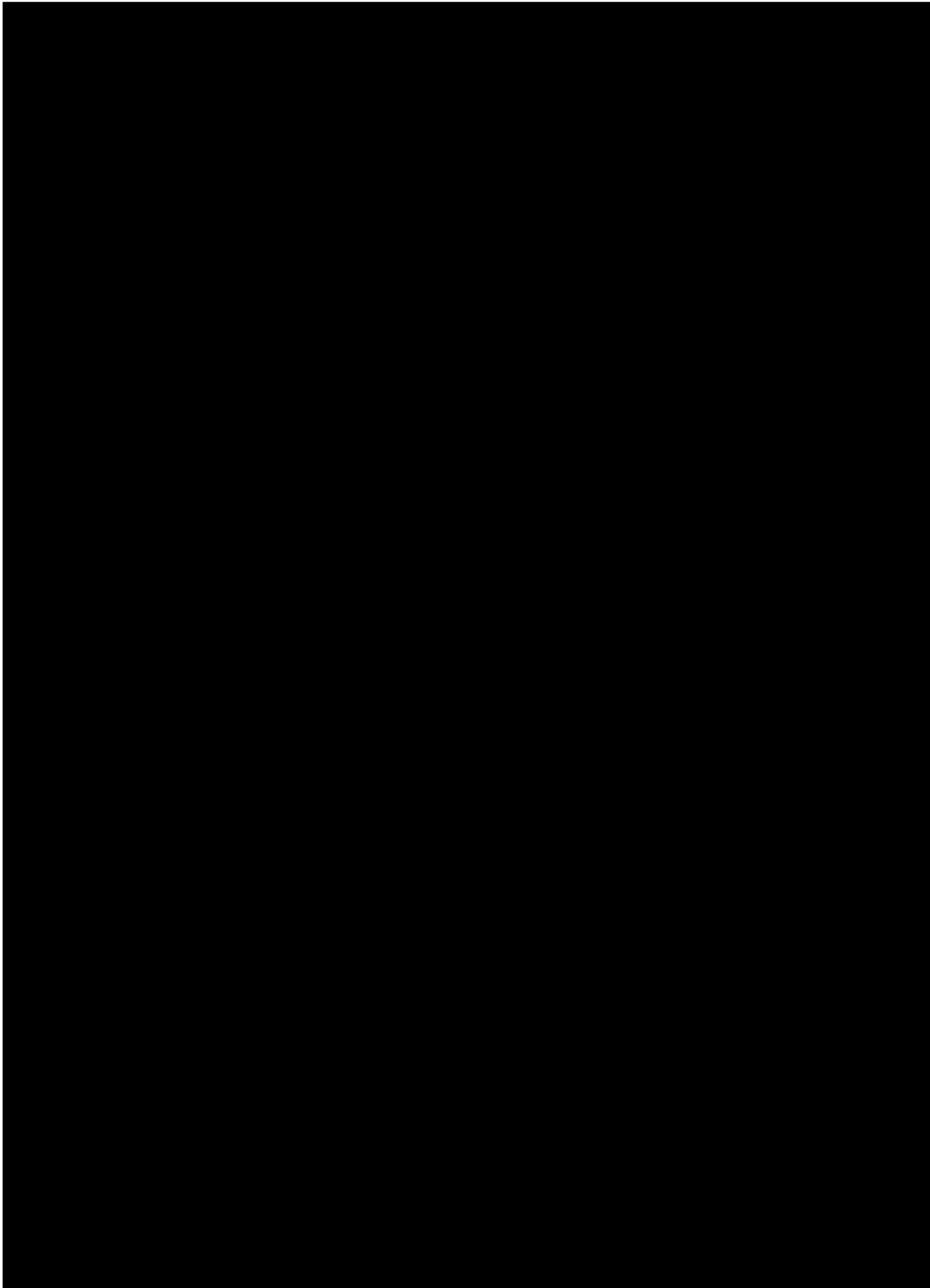


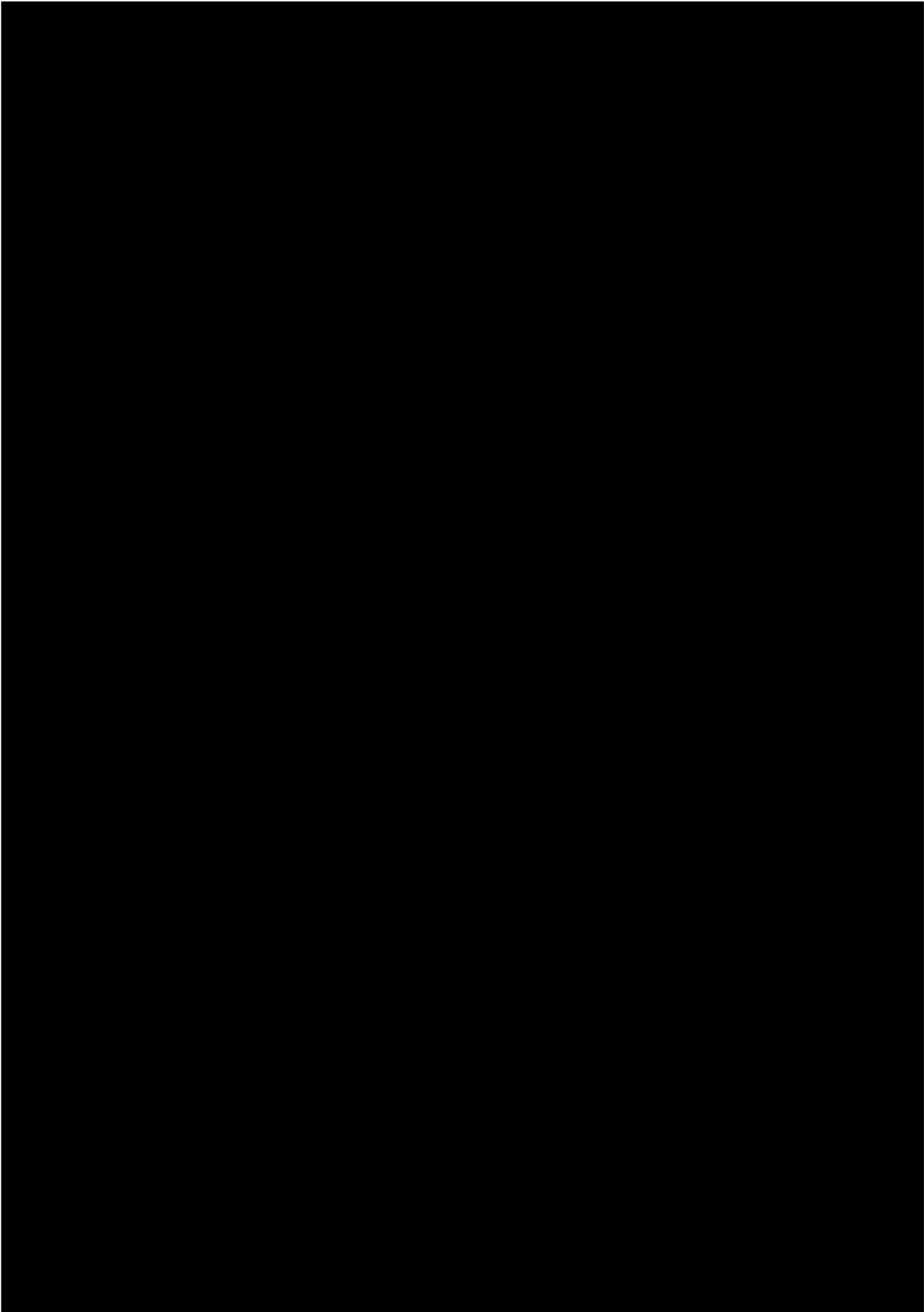


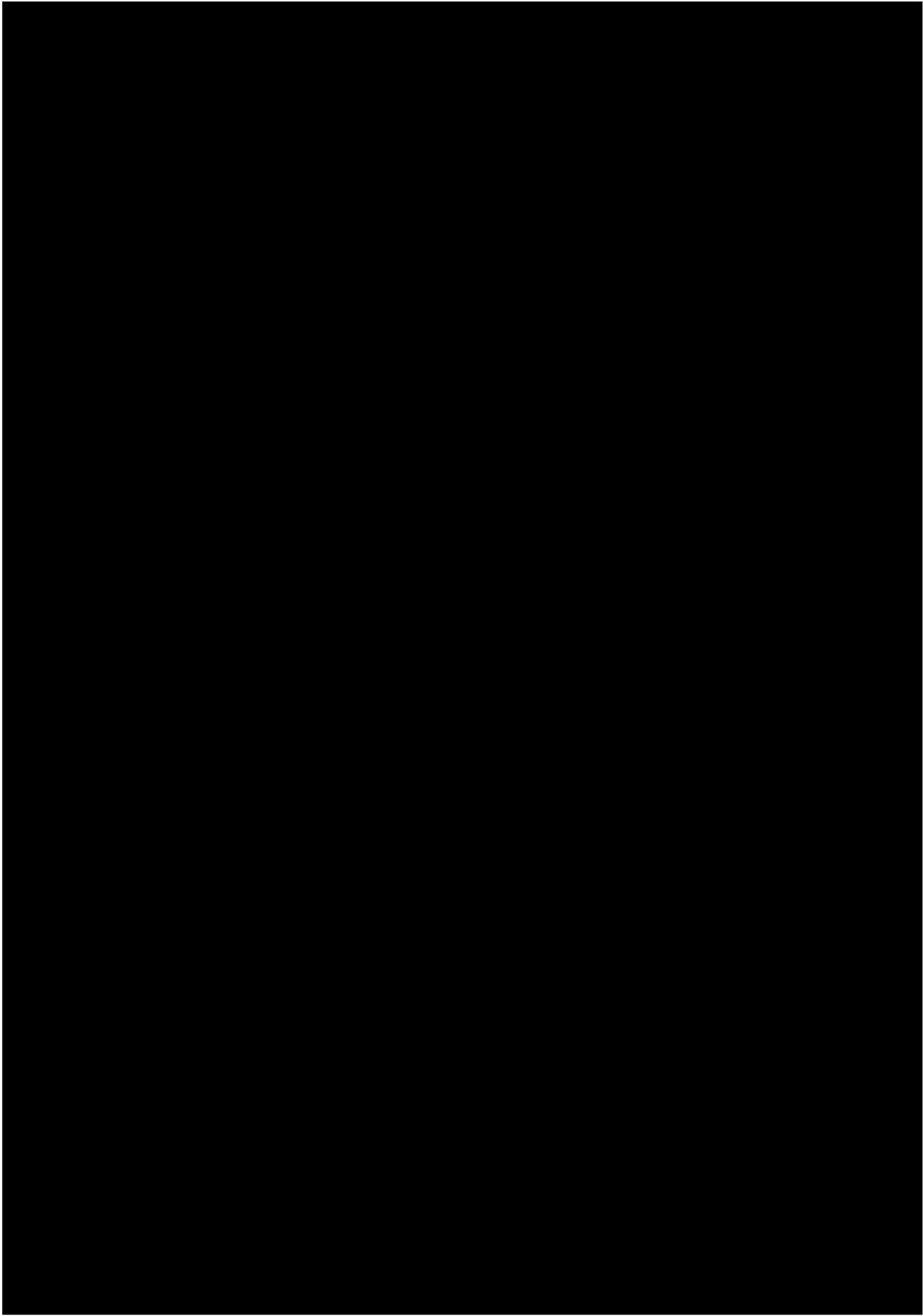


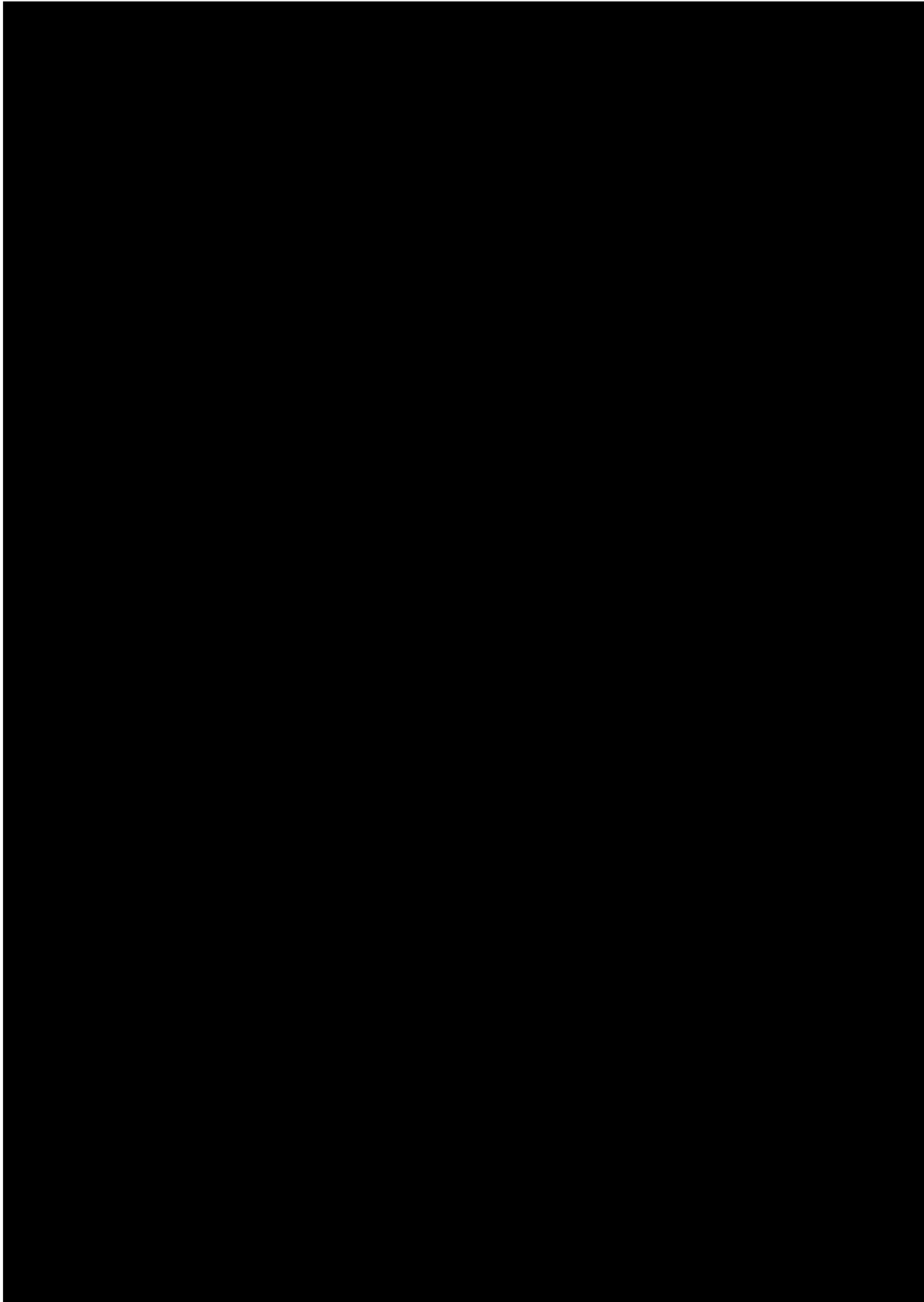


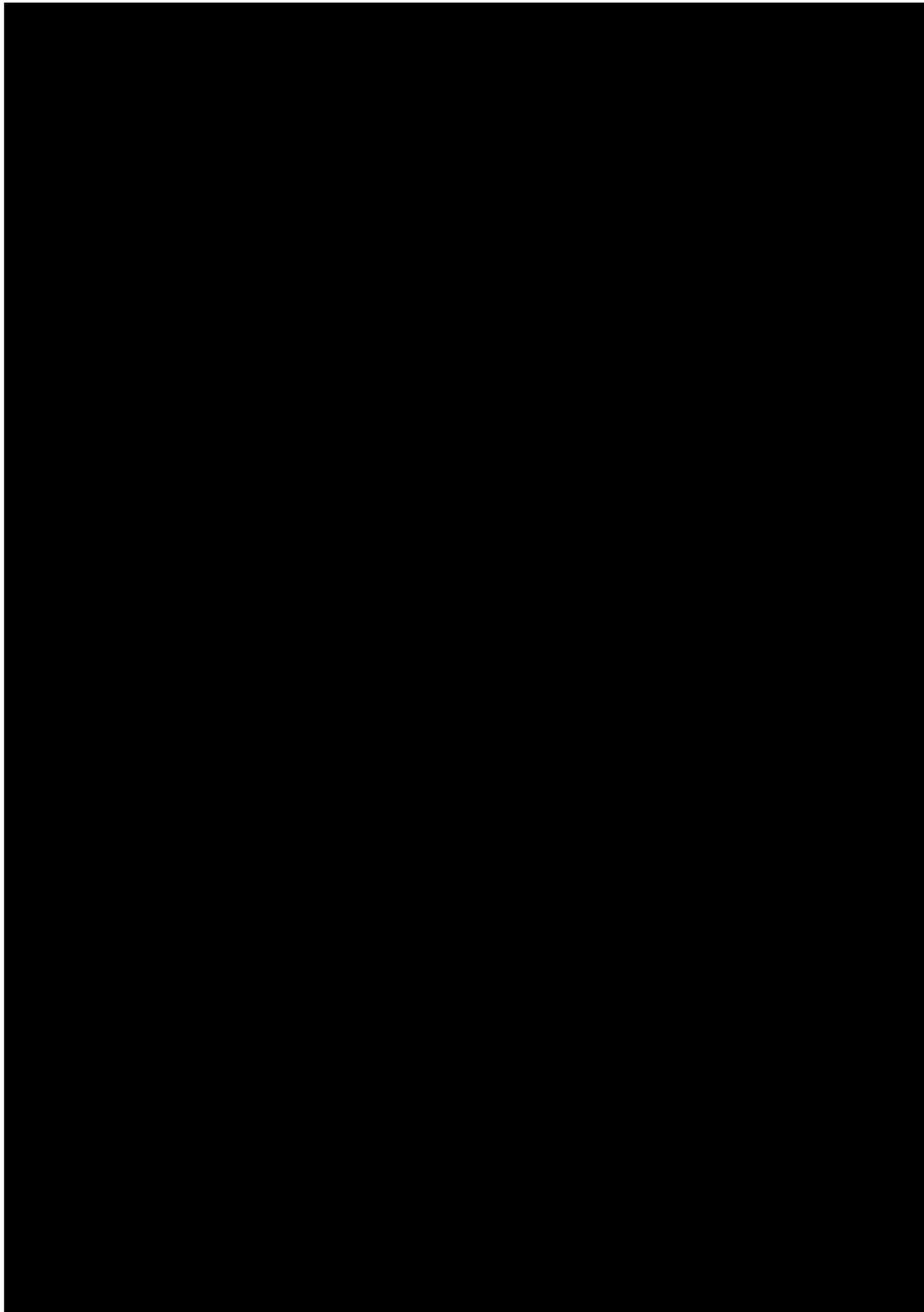


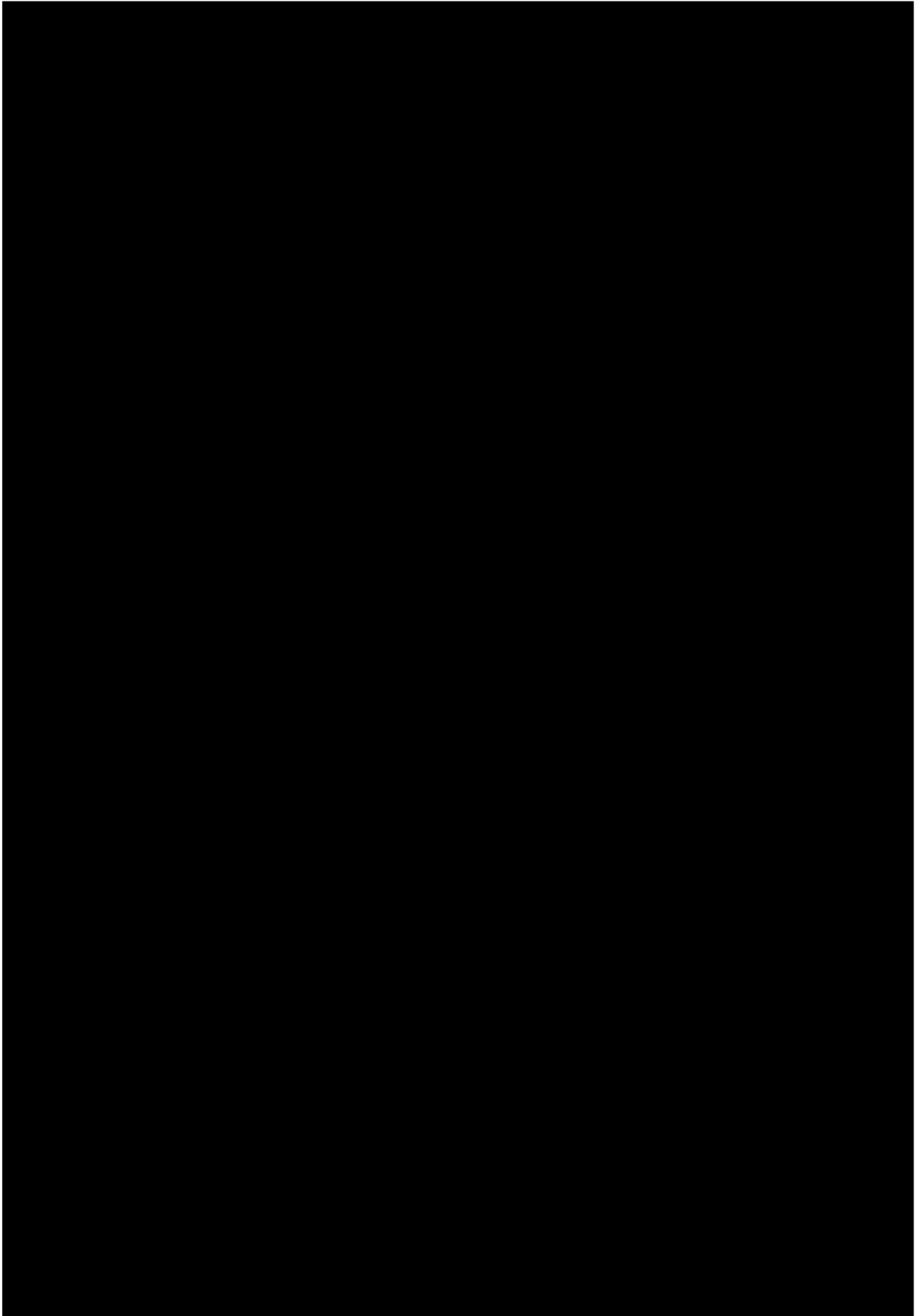


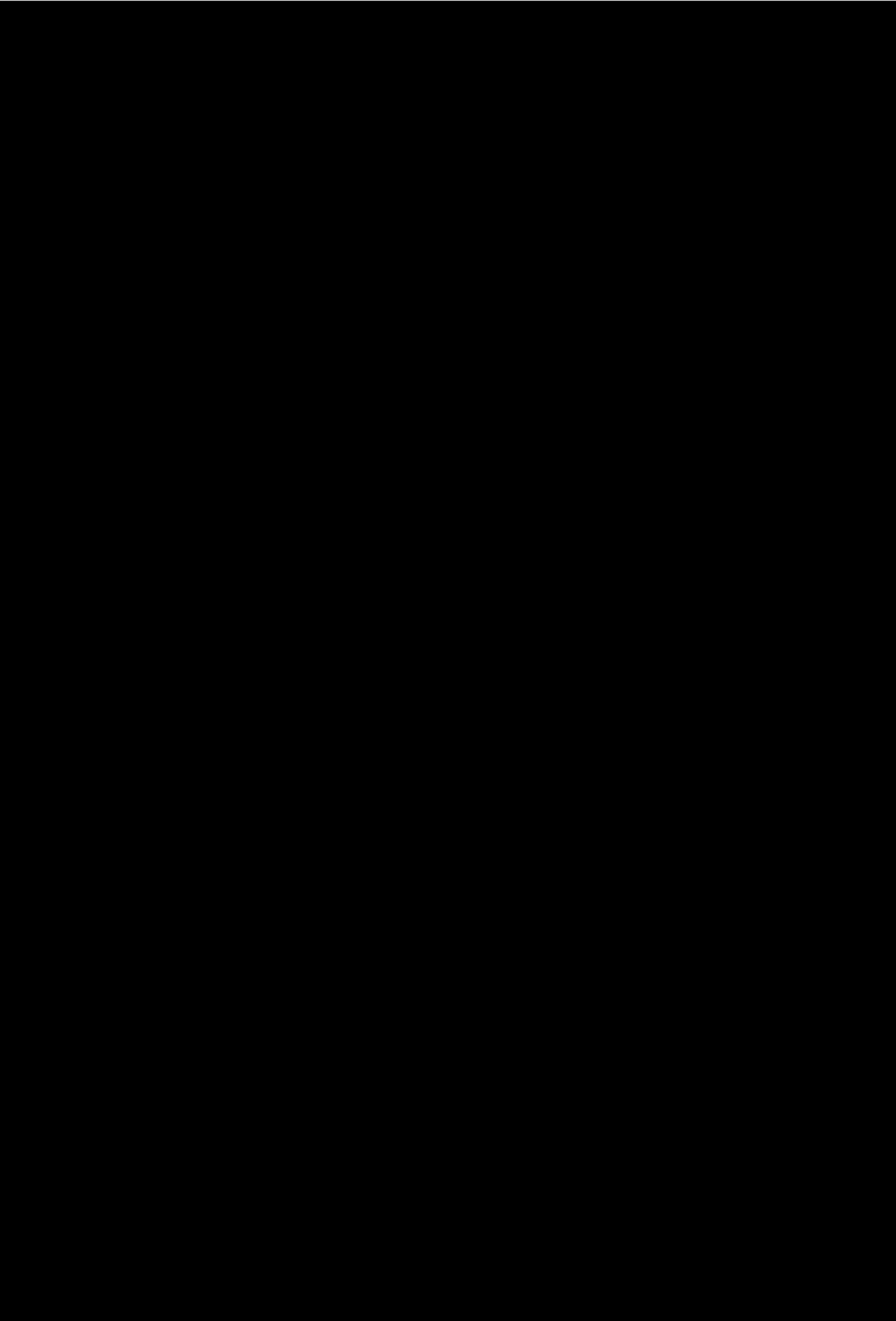


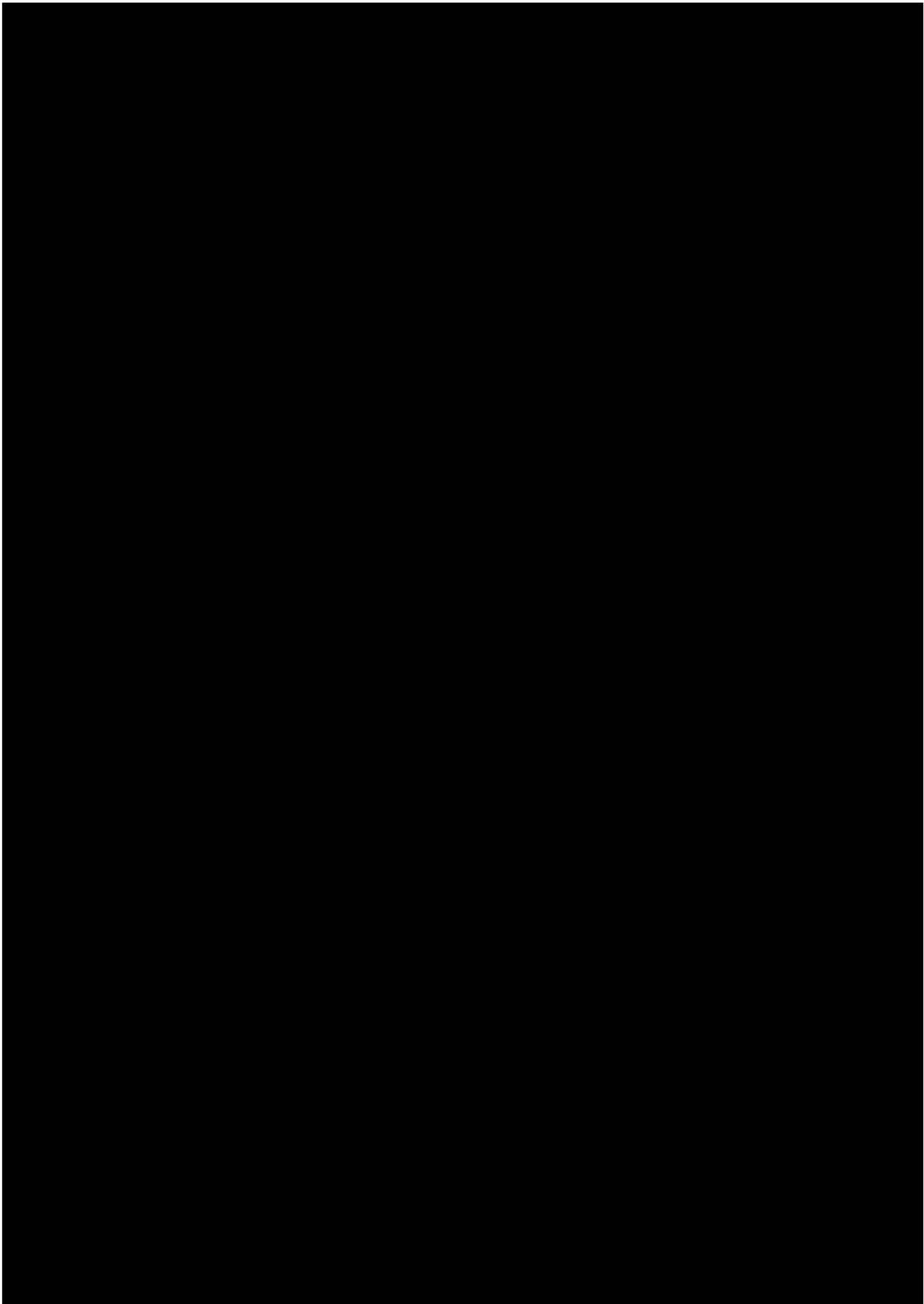






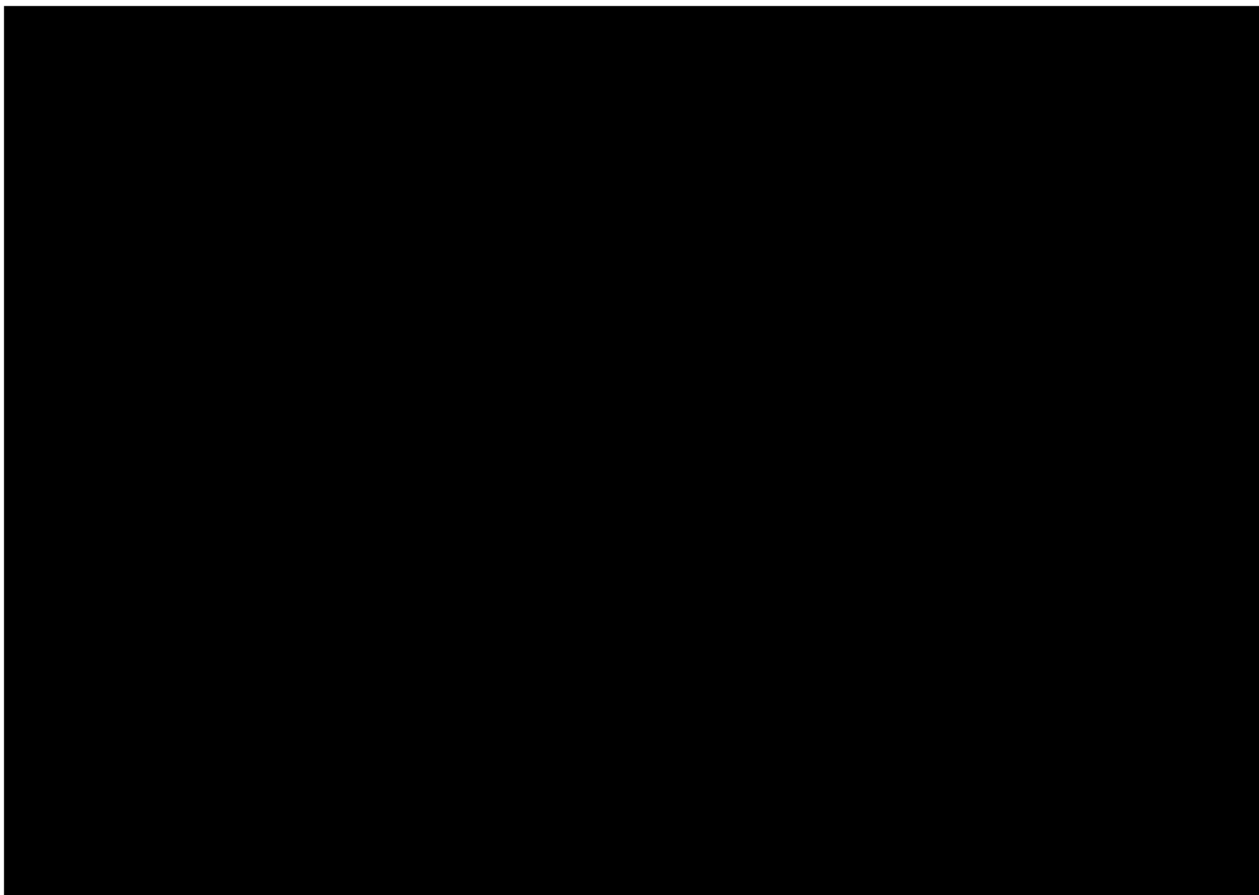






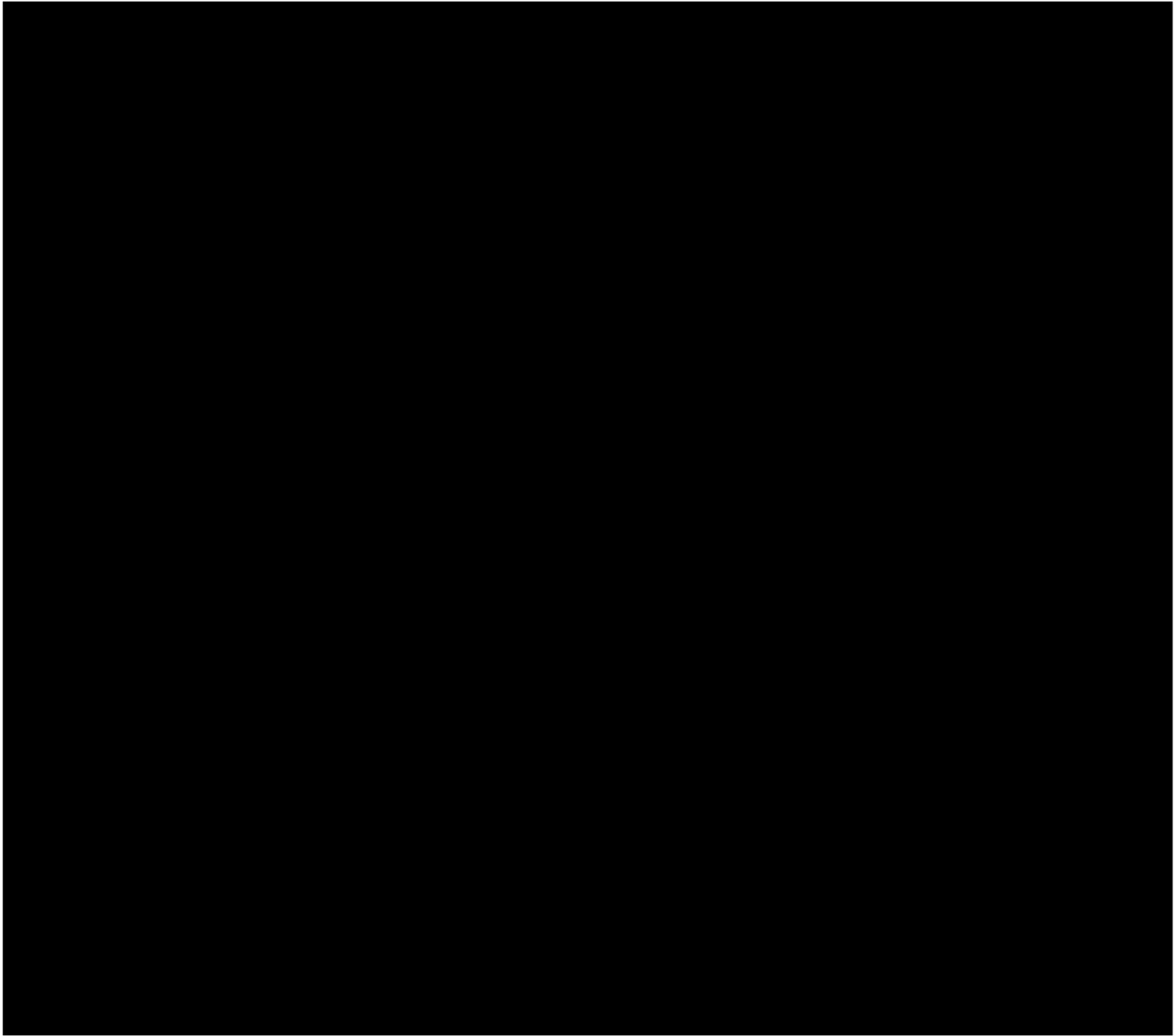


Annex 1



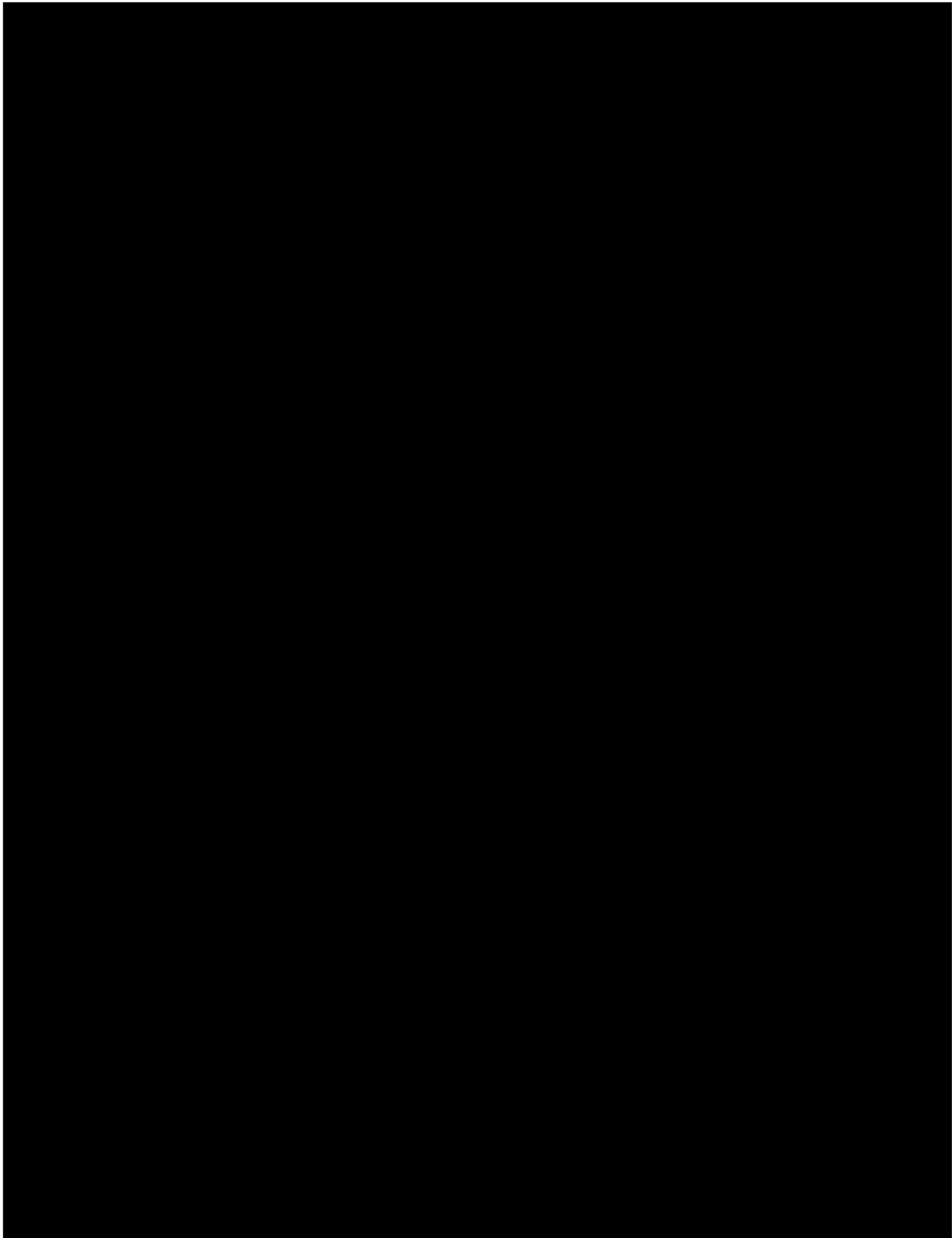
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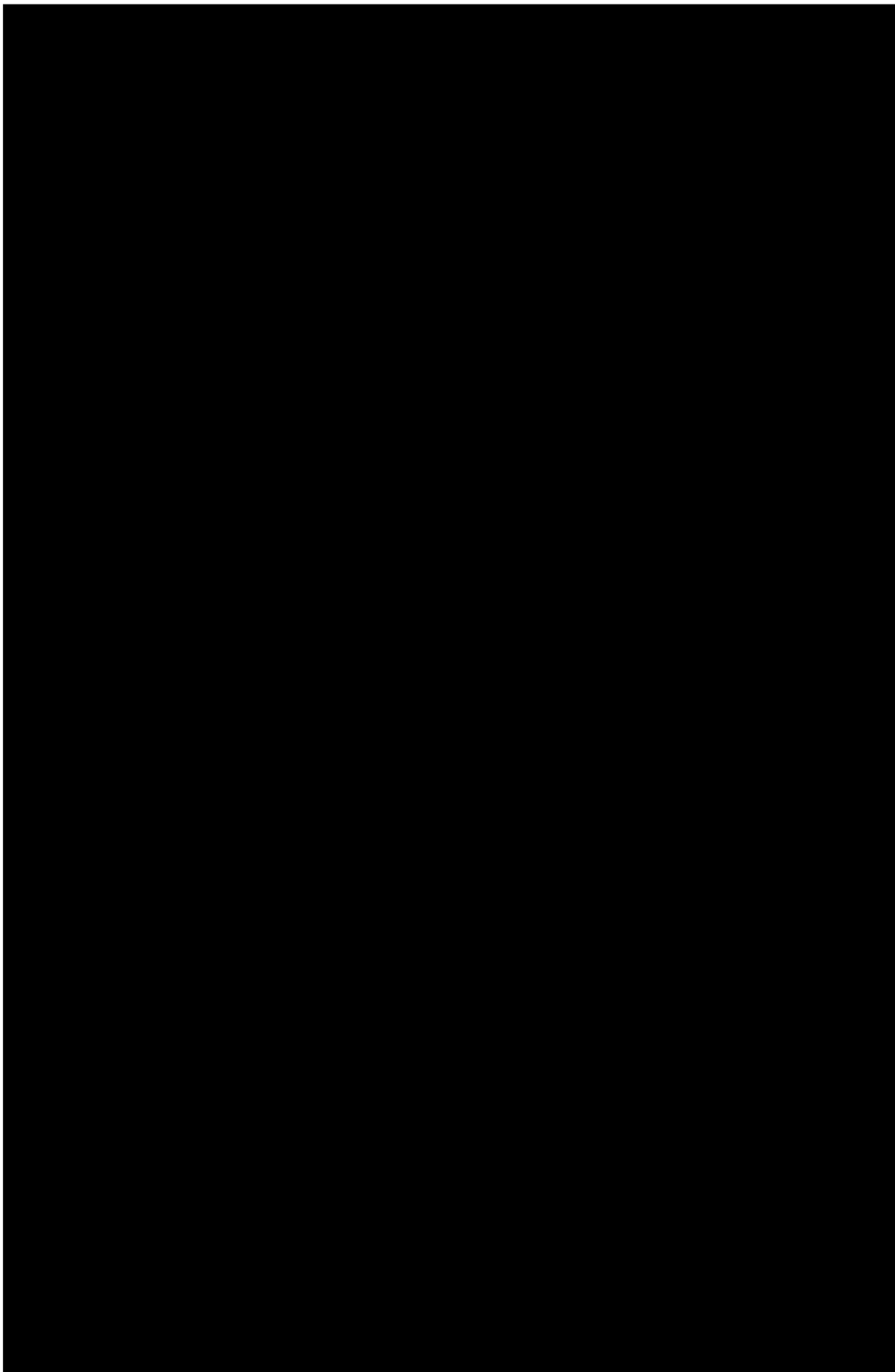
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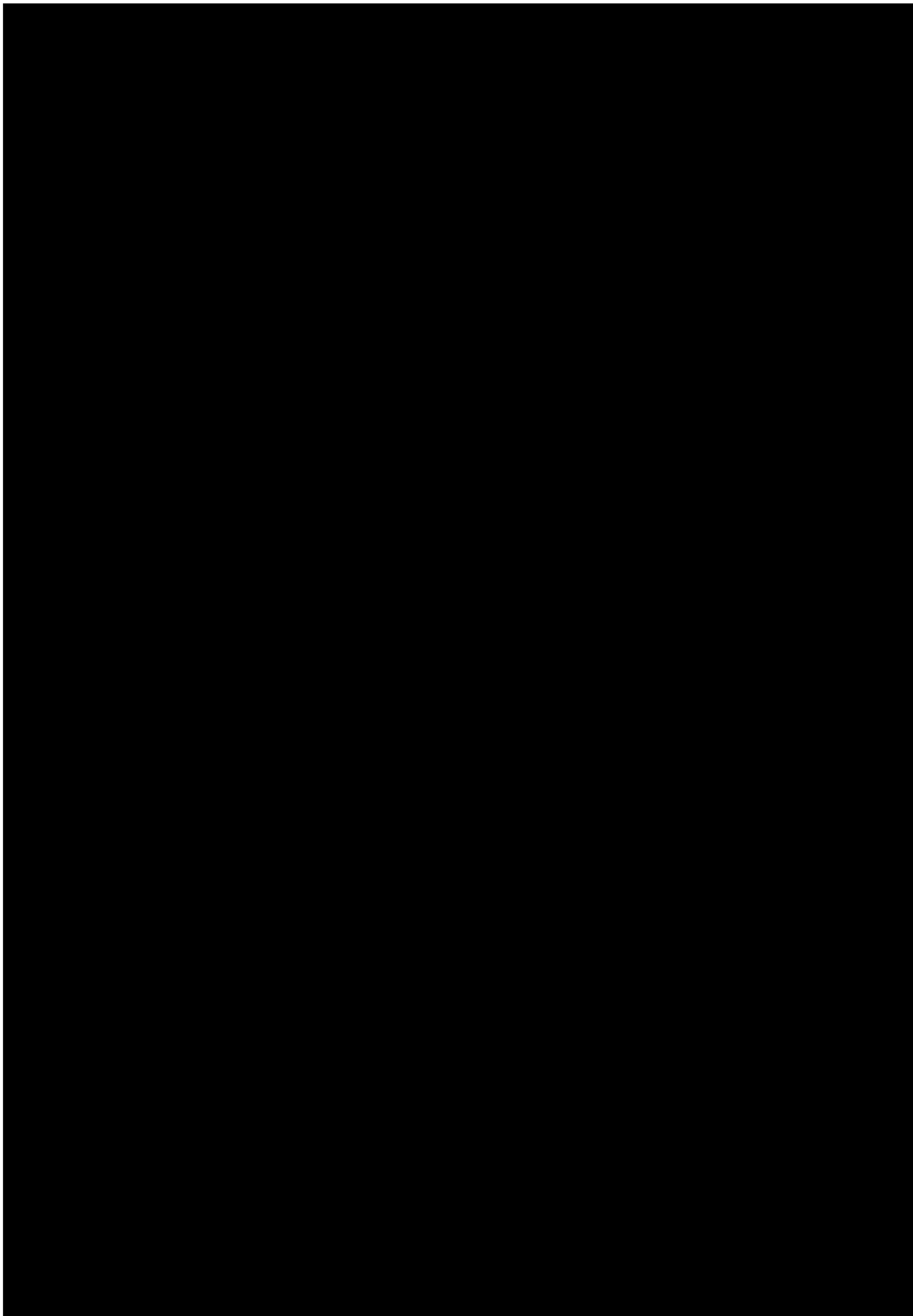


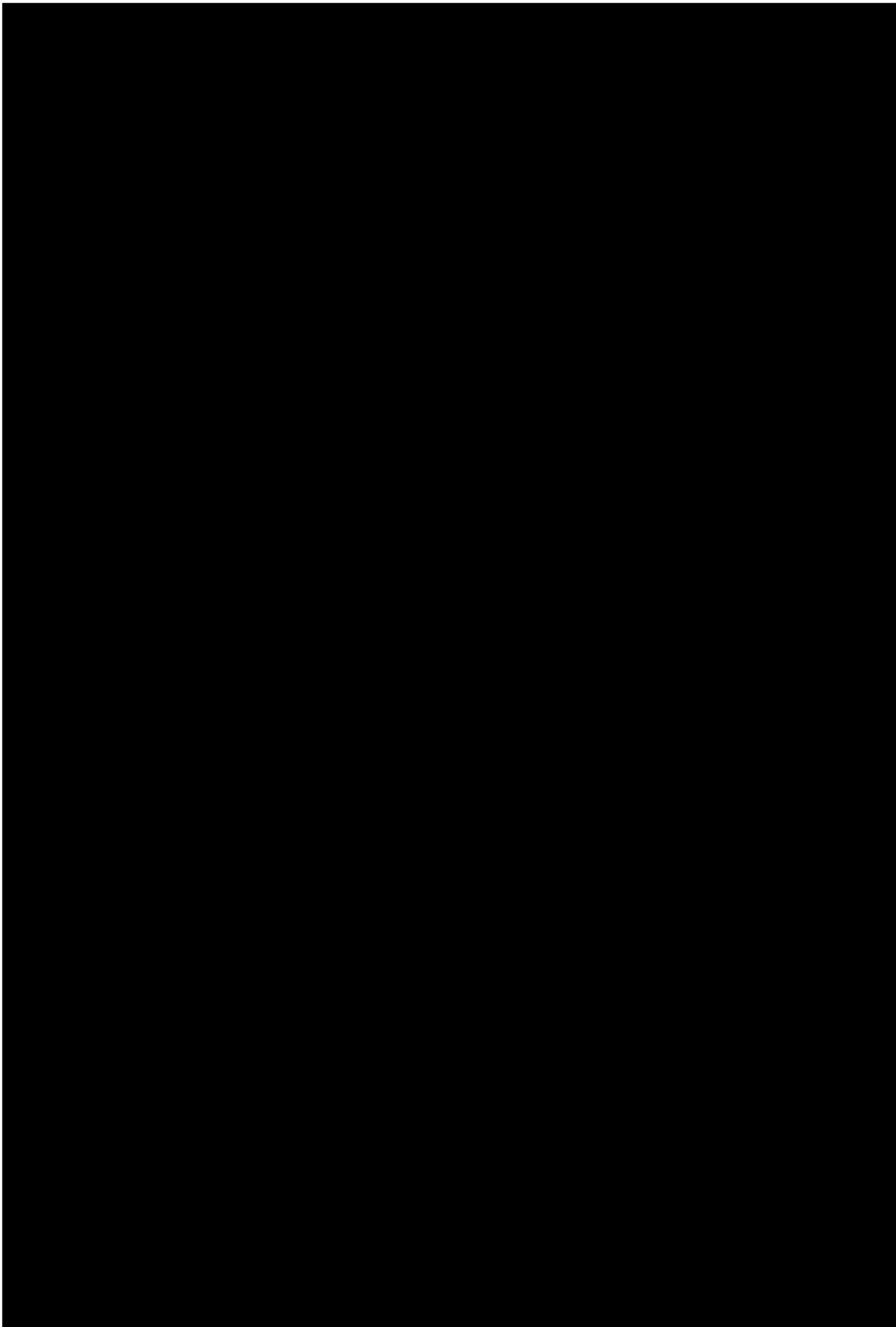
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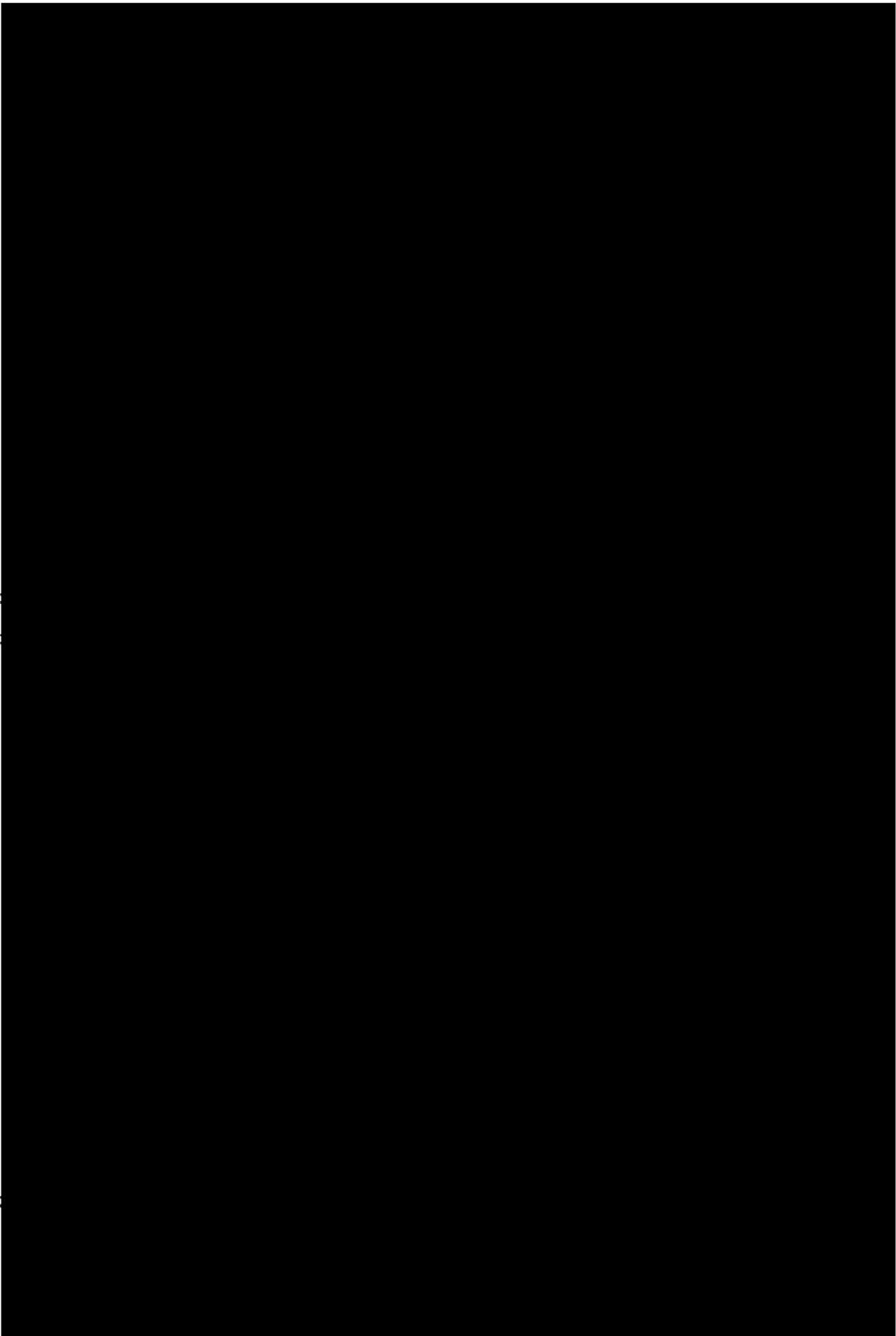
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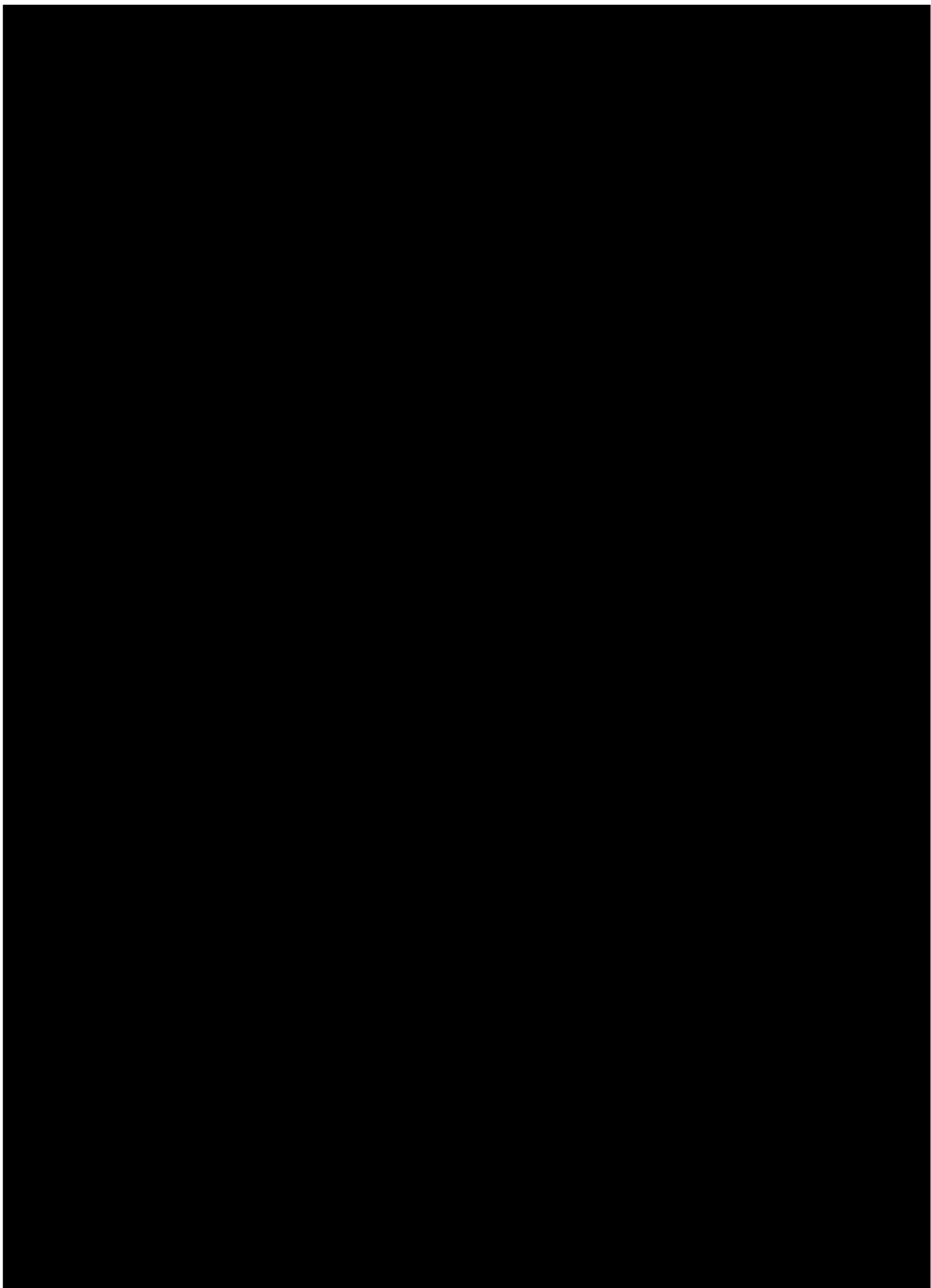






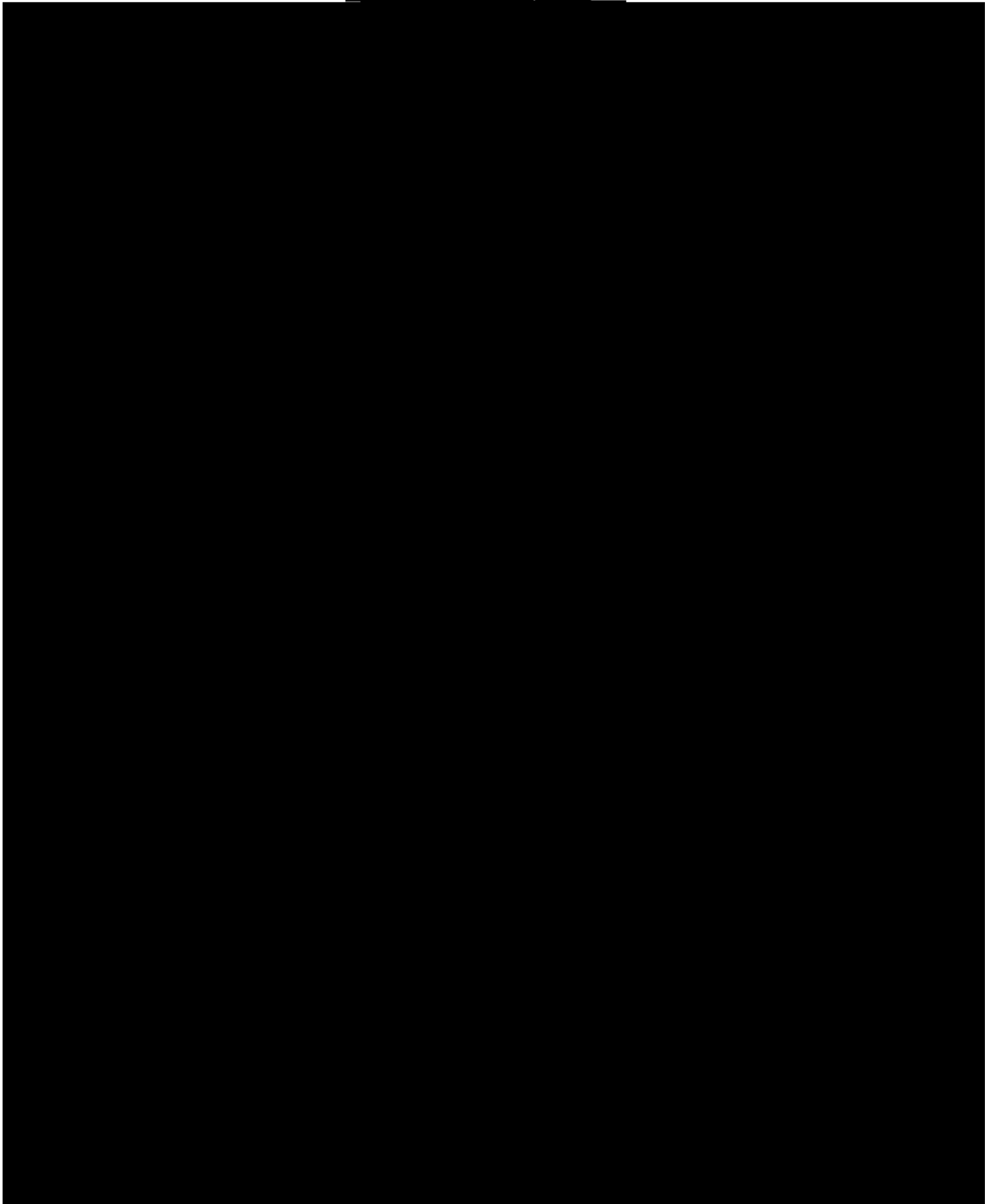


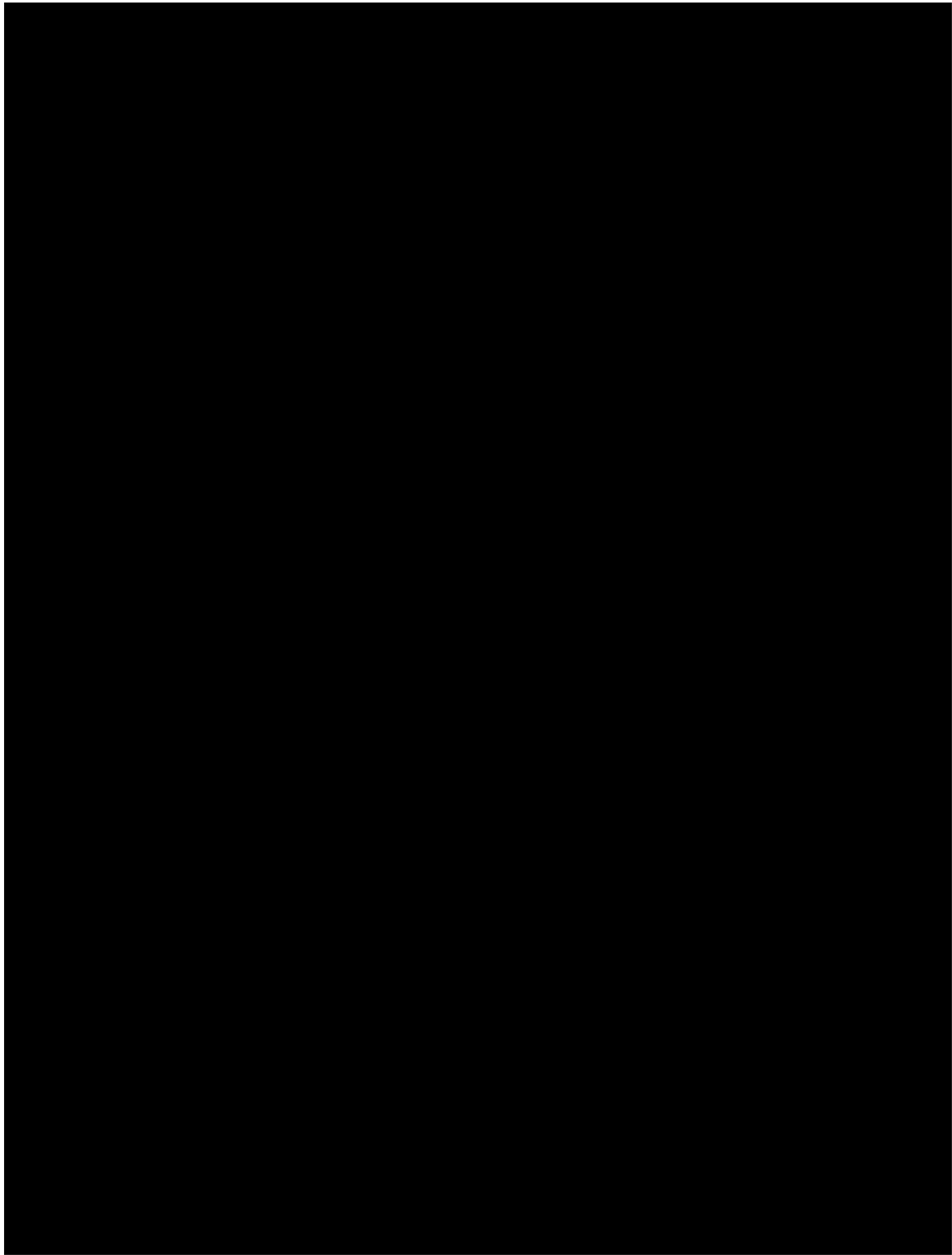


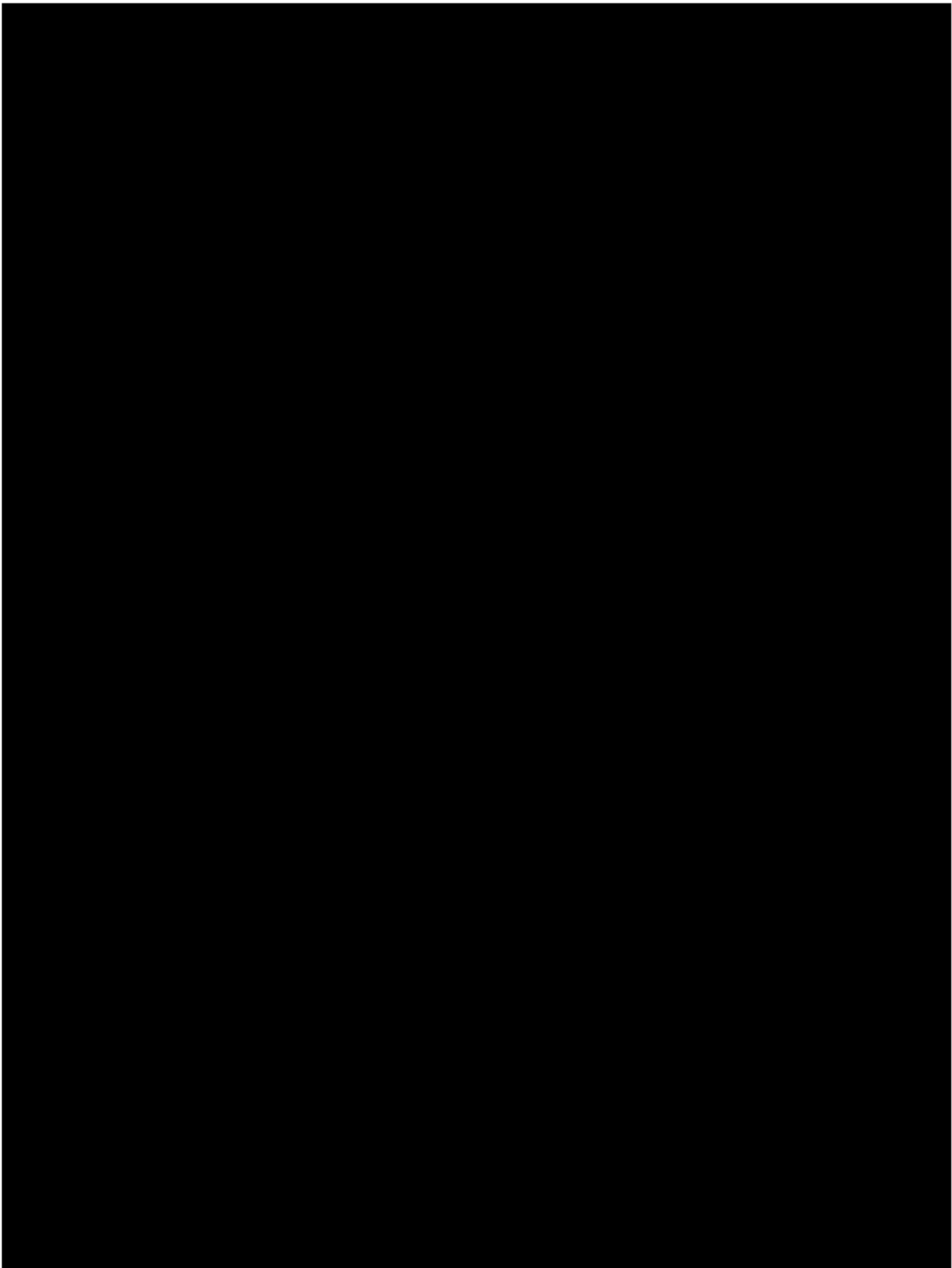


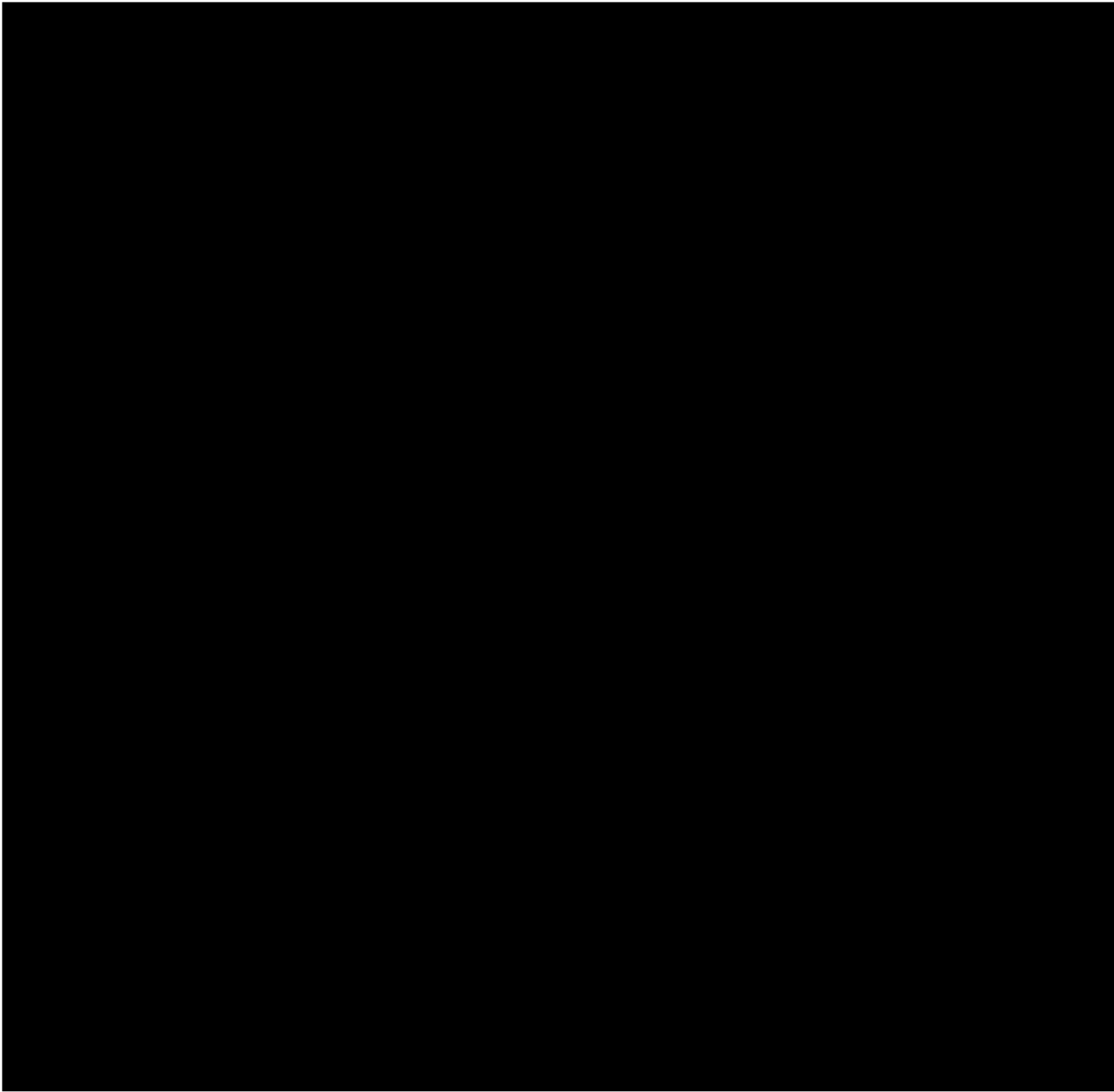
Annex 4

Additional Caterer Contribution









Schedule 4

Priority Themes

1 INTRODUCTION

1.1 Background Information

This Agreement presents an opportunity for making important contributions to delivering regeneration and convergence in the areas of Newham and East London more generally.

The LLDC and London Borough of Newham aim to reduce worklessness, increase skill levels and raise median earnings by creating job and apprenticeship opportunities for Newham residents, particularly for those who face significant barriers to entering or returning to the labour market. The Operator will commit to working with the LLDC and London Borough of Newham to contribute to these objectives through the Services. In particular the Operator will be aware of the target that seventy five percent (75%) of the workforce employed within the Stadium will be Newham residents.

In achieving these aims, the LLDC and London Borough of Newham bring an established track record of supporting and working in partnership with contractors to deliver jobs and apprenticeships. In particular, through Workplace, the LLDC and London Borough of Newham are able to provide the Operator with an existing, tried and tested model that will deliver a skilled and motivated workforce, commission training that is responsive to businesses' requirements and source local firms for supply chain opportunities.

OPERATOR COMMITMENTS

- 1.2 The Operator shall ensure that the commitments on the Operator contained within this Schedule 4 shall be carried out during the Term and shall report them to the Grantor in a "Commitments Report", with the first such Commitments Report to be produced on a date which is six (6) months following the Commencement Date and on a quarterly basis thereafter.

EMPLOYMENT & SKILLS COMMITMENTS

- 1.3 The Operator will promote jobs and apprenticeship opportunities to local people, using reasonable endeavours to recruit seventy five percent (75%) of its Personnel from the London Borough of Newham utilising the Workplace scheme, or where this is not possible from the boroughs of Hackney, Waltham Forest and Tower Hamlets.
- 1.4 Within one (1) month of the Commencement Date the Operator will meet with the Grantor's Priority Themes Team in order to develop a plan detailing the number and range of job and apprenticeship opportunities (as per paragraph 3.1 above) and will, within three (3) months of the Commencement Date, provide to LLDC and Workplace a plan, that details the number and range of job and apprenticeship (including level and framework) opportunities required for the provision of the Services to the Sites, with such plan to be reviewed on a quarterly basis following the date of its initial submission by the Operator to LLDC and Workplace.
- 1.5 The Operator shall place all job and apprenticeship vacancies with Workplace at both the project initiation stage and on an ongoing basis thereafter.
- 1.6 The Operator shall provide a named Operator Representative to liaise with the LLDC and Workplace on all employment and training initiatives.
- 1.7 The Operator will work with the LLDC and Workplace to develop appropriate training to prepare residents for job opportunities.
- 1.8 The Operator shall pass on the above commitments to any Subcontractors of the Operator who have a regular presence at the Site (including but not limited to: caterers, security

providers, facilities management organisations etc.) and support Workplace and LLDC engage with said Subcontractors in the delivery of the commitments set out in this Schedule.

- 1.9 Payment of the London Living Wage is a Mayoral priority and LLDC requires the Operator and, where possible, the Subcontractors of the Operator to comply at all times with the London Living Wage and to remunerate each member of their respective workforces who is working for all or most of his or her time in London, by payment of the London Living Wage.
- 1.10 As noted in paragraph 3.2 above, the Operator shall include in their quarterly Commitments Report to the LLDC and Workplace the following information for all staff (existing workforce and new recruits, but with the exception of part-time stewards required for WHUFC home matches):
- (a) full postcode of home addresses;
 - (b) gender;
 - (c) age group (16-24, 25-49 and over 55);
 - (d) length of residency in the home Borough;
 - (e) ethnicity (using census categories);
 - (f) details of any disability;
 - (g) previous employment status (including timescale and reasons);
 - (h) level of skills gained by each employee including the completion of an apprenticeship skills course or vocational qualification (if applicable).

SUPPLY CHAIN COMMITMENT

- 1.11 In order that businesses which are fit to supply in the local area can be alerted to the opportunity, the Operator shall:
- (a) within two (2) months of the Commencement Date, provide LLDC and Workplace with an outline notice of the number and range of supply chain opportunities; and
 - (b) within four (4) months of the Commencement Date (and on a quarterly basis as part of the Commitments Report set out at paragraph 2.1 above thereafter), provide LLDC and Workplace with a detailed notice of the number and range of supply chain opportunities.
- 1.12 Within the Commitments Report the Operator will provide supply chain monitoring information to the LLDC and Workplace as follows:
- (a) number of contractors being used on site and details of those based in Newham and neighbouring Boroughs of Hackney, Tower Hamlets and Waltham Forest;
 - (b) details requested: Name and postcode of contractor/supplier with brief details and value of contract.
- 1.13 The Operator shall provide a named Operator representative (likely to be a procurement officer) to liaise with the LLDC and Workplace on supply chain initiatives.

COMMUNITY ENGAGEMENT

- 1.14 The Operator is not expected to develop its own community plan. Instead, it shall work with:
- (a) the Grantor to support the implementation and delivery of their Community Plans;

- (b) Primary Users to support the delivery of their Community Plans where they fit with the Grantor's Community Plans;
- (c) the Grantor in relation to the LLDC Site Relations Framework (or any subsequent replacement framework) to ensure effective communication and management of the impact of the Stadium operations and events on local residents.

1.15 The Operator shall:

- (a) promote jobs and apprenticeships to local people, with a target of seventy five percent (75%) operational jobs coming from London Borough of Newham utilising the Workplace scheme where appropriate;
- (b) promote and deliver community sports participation within the parkland and venues;
- (c) promote high performance sport within the sporting venues;
- (d) contribute to hosting a range of events from international to community sporting events;
- (e) facilitate the development of sports leaders, coaches, officials and the LLDC Park Champion Volunteer programme;
- (f) design and operate the Site as a catalyst for healthy living which targets and engages with the diverse communities around the Park; and
- (g) become a corporate member of and participate in Echo. The Operator will also use best endeavours to ensure its principle Subcontractors become members of the Echo programme.

1.16 The Operator shall provide a Community Engagement Plan within four (4) months of the Commencement Date which details their approach to the delivery of a stakeholder consultation and community engagement strategy, including the points noted in paragraph 5.2 above and:

- (a) how the Operator proposes to work with the Grantor on community engagement, and fully support the delivery of the Community Plans;
- (b) how the Operator will work with Echo and mandate the use of Echo through their UK-based supply chains;
- (c) how the Operator will support the Park Champions volunteer programme;
- (d) how the Operator will deliver innovative stakeholder community engagement, including interaction with:
- (e) LLDC Echo programme; and
- (f) London Borough of Newham (and neighbouring Borough) community groups;
- (g) how the Operator will assist in the implementation of existing sport, healthy living and training plans run by the LLDC or London Borough of Newham to improve the opportunities and skills of local communities;
- (h) the resources the Operator will allocate to work with the Grantor's teams effectively on Community programmes.

1.17 The Operator will review the Community Engagement Plan on an annual basis thereafter in consultation with LLDC and London Borough of Newham.

ENVIRONMENTAL SUSTAINABILITY

1.18 The Operator shall provide an Environmental Sustainability Plan within seven (7) months of the Commencement Date which details their approach to meeting all environmental legislation and Good Industry practice; including:

- (a) energy and carbon emissions;
- (b) water management;
- (c) waste minimisation;
- (d) materials;
- (e) biodiversity and open space;
- (f) transport, including how they will conform to the Planning Conditions and LLDC / Newham policies on sustainable transport.

INCLUSIVE DESIGN AND OPERATION

The Operator shall ensure the highest standards of inclusive design are embedded in its design and operating plans for the Stadium and South Park events and ongoing activity.

Schedule 5

Insurances

Part A: Grantor Insurance

Property Damage Insurance

1 Insured

The Grantor

2 Insured Property

The Stadium and other buildings at the site owned by LLDC or E20

3 Coverage

"All risks" of physical loss or damage to the insured property from any cause not excluded.

4 Limit of indemnity

An amount not less than the total reinstatement or replacement value of the insured property

5 Period of insurance

From the Commencement Date for the Term and renewable on an annual basis unless agreed otherwise by the Operator in writing.

6 Cover features and extensions

Waiver of subrogation in favour of the Operator and Key Subcontractors as per the Agreement

7 Main exclusions

- Gradual deterioration, wear and tear, corrosion, rust, wet or dry rot
- Change in temperature, colour, texture or finish
- Latent defects
- Subsidence, ground heave or landslip caused by:-
- bedding down of newly erected structures
- coastal or river erosion
- settlement or movement of made-up ground
- occurring whilst the property is being built or undergoing demolition, major structural alterations,
- major structural repairs
- Defective design or use of defective material, faulty or defective workmanship
- Gradual pollution or contamination
- War
- E-risks
- Nuclear and radioactive toxic explosives
- Pressure waves caused by aircraft travelling at sonic or supersonic speed
- Date recognition

- Damage to glass where the tenant is responsible under the terms of the lease

8 Maximum deductible threshold

██████ each and every loss

PART B: Operator Insurance

Third party public and products liability insurance

1 Insured

The Operator

2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

- (a) death or bodily injury to or sickness, illness or disease contracted by any person; and
- (b) loss of or damage to property;
- (c) loss of or damage to the Stadium and other buildings at the site owned by LLDC or E20 with a limit of [REDACTED] for each and every occurrence.

happening during the period of insurance (as specified in paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

3 Limit of indemnity

A minimum of [REDACTED] in each Financial Year including products and pollution liability with cross liability cover so that the insurance applies to the parties separately.

4 Period of insurance

From the Commencement Date for the Term and renewable on an annual basis unless agreed otherwise by the Grantor in writing.

5 Cover features and extensions

Indemnity to principals clause in favour of the Grantor and the Primary Users.

6 Principal exclusions

- A. War and related perils.
- B. Nuclear and radioactive risks.
- C. Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- D. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by Applicable Law in respect of such vehicles.
- E. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- F. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- G. Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- H. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

7 Maximum deductible threshold

Not to exceed [REDACTED]

Operator's contents insurance

1 Insured

The Operator

2 Insured Property

FF&E provided by the Operator and the Operator's contents

3 Coverage

"All risks" of physical loss or damage to the insured property from any cause not excluded.

4 Limit of indemnity

An amount not less than the total reinstatement or replacement value of the insured property

5 Period of insurance

From the date the insured property is first brought onto the Site for the Term and renewable on an annual basis unless agreed otherwise by the Grantor in writing.

6 Main Exclusions

- Goods in course of transportation,
- Land motor vehicles and their trailers and semi-trailers.
- Transmission and distribution lines and all type of supply lines,
- Jewellery, precious stones or metals, statues, furs, paintings,
- Fraud, embezzlement and breach of trust,
- Foreign or civil war, mutiny, insurrection, rebellion,
- Wilful negligence or fraud of the insured's management,
- Presence of asbestos or lead,
- Breakdown of machines or computers following installation, use, maintenance or repair which does not conform to standards and instructions of manufacturers, suppliers,
- Unexplained or mysterious disappearances,
- Consequences of sequestration, seizure destruction due to customs, quarantine regulations, embargo, destruction and confiscation by order of the civil or military authorities,
- Wear and tear, corrosion, oxidation, mould, fungus, gradual deterioration, dampness, condensation, dryness, changes of temperature, contamination, evaporation, loss of weight, change in taste, colour, texture or finish,

- Aesthetic damages,
- Pollution / contamination of insured property,
- Nuclear and radioactive toxic explosives
- Business interruption following a theft, work stoppage during labour dispute.

7 Maximum deductible threshold

██████ each and every loss

Operator's contents insurance against Terrorism and Sabotage

1 Insured

The Operator

2 Insured Property

FF&E provided by the Operator and the Operator's contents

3 Coverage

Property damage and business interruption arising from Damage to the insured property, due to Act(s) of Terrorism / Sabotage.

4 Limit of Indemnity

An amount not less than the total reinstatement or replacement value of the insured property any one occurrence and in the annual aggregate.

5 Period of Insurance

From the date the insured property is first brought onto the Site for the Term and renewable on an annual basis unless agreed otherwise by the Grantor in writing.

6 Main Exclusions

- Nuclear and radioactive toxic explosives,
- Civil or foreign war, rebellion, revolution, insurrection,
- Confiscation, requisition, detention, seizure, embargo or any result of any order of public government authority,
- Chemical or biological release or exposure
- Seepage or pollution,
- Computer hacking, introduction of computer virus, use of any electromagnetic weapon,
- Malicious damage, strikes, riots, or civil commotion,
- Loss sustained by the Insured's suppliers or customers.

7 Maximum deductible threshold

██████ each and every loss

Employer's liability insurance

1 Insured

The Operator

2 Interest

To provide an indemnity in respect of the insured's legal liability for death of or injury to employees arising out of and in the course of their employment by the insured.

3 Limit of Indemnity

[REDACTED] (or the amount required by Applicable Law if higher) for each and every occurrence, the number of occurrences being unlimited.

4 Period of insurance

From the date the Operator employs any persons for the Term and renewable on an annual basis unless agreed otherwise by the Grantor in writing.

5 Cover features and extensions

Indemnity to principals clause in favour of the Grantor.

6 Maximum deductible threshold

None

Professional Indemnity Insurance

1 Insured

The Operator

2 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in paragraph 4 below) by reason of any negligent act, error and/or omission arising from or in connection with the provision of services arising from or relating to the Agreement.

3 Limit of indemnity

[REDACTED] for each and every claim and in the aggregate per annum for claims arising out of pollution/contamination, exclusive of defence costs which are payable in addition.

4 Period of insurance

From the Commencement Date and renewable on an annual basis unless agreed otherwise by the Grantor in writing (a) throughout the Term or until earlier termination of this Agreement and (b) for a period of 6 years thereafter.

5 Cover features and extensions

[REDACTED]

6 Principal exclusions

6.1 War and related perils

6.2 Nuclear and radioactive risks

7 Maximum deductible threshold

Not to exceed [REDACTED] for each and every claim.

United Kingdom Compulsory Insurances

The Operator shall meet its insurance obligations under Applicable Law in full, including motor third party liability insurance.

Schedule 6
Deed of Guarantee

Dated **2015**

E20 STADIUM LLP **(1)**

AND

LONDON LEGACY DEVELOPMENT CORPORATION **(2)**

AND

VINCI CONCESSIONS SAS **(3)**

PARENT COMPANY

GUARANTEE AND INDEMNITY

DEED

THIS DEED is dated

2015

PARTIES

- (1) **E20 STADIUM LLP** a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ ("**E20**"), which term shall include any successor in title, assign or statutory successor of E20);
- (2) **LONDON LEGACY DEVELOPMENT CORPORATION** whose principal office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ ("**LLDC**"),

(1) and (2) each and together being the "**Grantor**";

and

- (3) **VINCI CONCESSIONS SAS** incorporated and registered in France with company number 410 001 952 RCS Nanterre whose registered office is at 12-14 rue Louis Blériot, 92500 Rueil-Malmaison, Paris, France ("**Guarantor**").

BACKGROUND

- (A) This Guarantee is supplemental to the Stadium Plus Operator Agreement contract on or about the date of this Guarantee (the "**Contract**") and made between the Grantor and the Contractor whereby the Contractor agrees to operate the Stadium (and on or in relation to Event Days the South Park) at the Queen Elizabeth Olympic Park as a concession and supply certain services.
- (B) The Guarantor has agreed to enter into a Guarantee and indemnity in favour of the Grantor in respect of the present and future obligations of the Contractor to the Grantor under the Contract.

AGREED TERMS

1. **Definitions and interpretation**

1.1 The definitions and rules of interpretation in this clause apply in this Guarantee.

"**Contractor**" means London Stadium 185 Limited, a company incorporated and registered in England and Wales with company number 09359341 whose registered office is at 1 Park Row, Leeds, United Kingdom LS1 5AB.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England or France when banks in London and Paris are open for business.

"**Guaranteed Obligations**" means the obligations set out in Clause 2 (*Guarantee*).

"**Indexed**" means as defined in the Contract.

"**Rights**" means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person, or any other agreement having a similar effect.

"**Tax**" means all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating to them.

"Year" means as defined in the Contract.

1.2

- (a) Clause and Schedule headings shall not affect the interpretation of this Guarantee;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to **the Grantor** shall include the Grantor's successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to **writing** or **written** includes fax but not e-mail;
- (i) a reference to **this Guarantee** (or any provision of it) or to any other agreement or document referred to in this Guarantee is a reference to this Guarantee, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Guarantee) from time to time;
- (j) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Guarantee;
- (k) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (l) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (m) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (n) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (o) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (p) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

2. **Guarantee and indemnity**

2.1 Subject to Clauses 2.3 to 2.6 (inclusive) the Guarantor irrevocably and unconditionally:

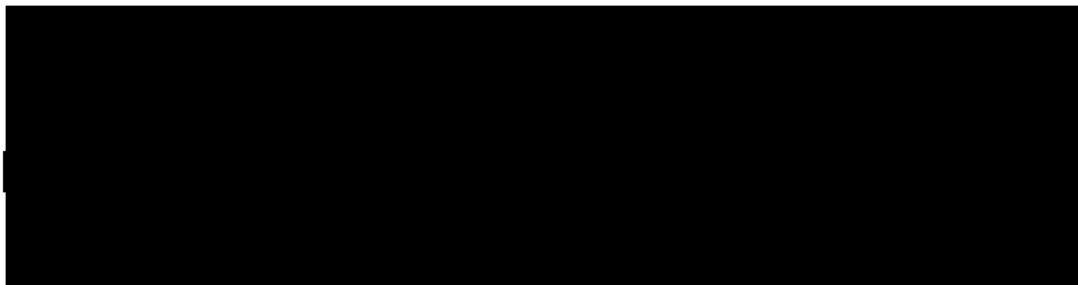
- (a) guarantees to the Grantor the full and due performance and observance by the Contractor of all the obligations, duties, covenants, warranties and undertakings of the Contractor under or arising pursuant to the Contract, when such duties, obligations, covenants, warranties and undertakings or any part of them shall become due and performable according to the terms of the Contract;
- (b) covenants with and undertakes to the Grantor fully to perform and observe such duties, obligations, covenants, warranties and undertakings if the Contractor shall fail in any respect to perform and observe the same; and
- (c) undertakes to the Grantor that when the Contractor does not pay any amount when due under or in connection with the Contractor, it shall immediately on demand by the Grantor pay that amount.

2.2 Subject to Clauses 2.3 to 2.6 (inclusive) the Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under Clause 2.1 agrees to indemnify and keep indemnified the Grantor in full and on demand from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by the Grantor arising out of, or in connection with, any failure of the Contractor to perform or discharge any of its obligations or liabilities in respect of the Contract.

2.3 This Guarantee (including the indemnity under Clause 2.2) shall not apply in respect of the Contractor's obligation to pay the Grantor the amount of any loss arising or resulting from a termination pursuant to Clause 32.3(e) of the Contract and the Grantor shall have no recourse to the Guarantor in respect of any such loss, provided that the Guarantor shall be liable in accordance with this Guarantee (subject always to Clause 2.4 to 2.6) for the Contractor's breach of the Contract prior to such termination.

2.4 Notwithstanding any other term of this Guarantee, the liability of the Guarantor under this Guarantee shall not exceed the amount the Guarantor would have been liable for were it a party to the Contract in place of the Contractor and the Guarantor shall have the benefit of any counterclaim, set off or defence available to the Contractor.

2.5



2.6 Each of E20 and LLDC agree that to the extent the Guarantor has discharged its obligations and liabilities hereunder to one of E20 or LLDC, such discharge shall be deemed to have been made in favour of the Grantor and the Guarantor shall have no further liability to the Grantor or either of E20 and LLDC in respect thereof.

3. **The Grantor protections**

3.1 This Guarantee is and shall at all times be a continuing security and, subject to clause 3.2, shall cover the ultimate balance from time to time owing to the Grantor by the Contractor in respect of the Guaranteed Obligations.

3.2 This Guarantee shall remain in full force and effect until the earlier to occur of (i) the date on which the Guaranteed Obligations shall have been discharged in full or (ii) four (4)

years after the date of termination or date of expiry (as the case may be) of the Contract, upon which date this Guarantee shall automatically expire in full.

3.3 The liability of the Guarantor under this Guarantee shall not be reduced, discharged or otherwise adversely affected by:

- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Obligations;
- (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Grantor may now or after the date of this Guarantee have from or against any of the Contractor and any other person in connection with the Guaranteed Obligations;
- (c) any act or omission by the Grantor or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Contractor or any other person;
- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Guaranteed Obligations including without limitation any change in the purpose of, any increase in or extension of the Guaranteed Obligations and any addition of new Guaranteed Obligations;
- (e) any grant of time, indulgence, waiver or concession to the Contractor or any other person;
- (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Contractor or any other person;
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Contractor or any other person in connection with the Guaranteed Obligations;
- (h) any claim or enforcement of payment from the Contractor or any other person; or
- (i) any act or omission which would not have discharged or affected the liability of the Guarantor had it been a principal debtor instead of a guarantor, or indemnifier or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Guarantor or otherwise reduce or extinguish its liability under this Guarantee.

3.4 The Grantor shall not be obliged, before taking steps to enforce any of its rights and remedies under this Guarantee, to:

- (a) take any action or obtain judgment in any court against the Contractor or any other person;
- (b) make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Contractor or any other person; or
- (c) make demand, enforce or seek to enforce any claim, right or remedy against the Contractor or any other person.

3.5 The Guarantor warrants to the Grantor that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Contractor, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Guarantor under this Guarantee but:

- (a) if any of the Rights is taken, exercised or received by the Guarantor, those Rights and all monies at any time received or held in respect of those Rights shall be

held by the Guarantor on trust for the Grantor for application in or towards the discharge of the Guaranteed Obligations under this Guarantee; and

- (b) on demand by the Grantor,

the Guarantor shall promptly transfer, assign or pay to the Grantor all other Rights and all monies from time to time held on trust by the Guarantor under this Clause 3.5.

- 3.6 This Guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, Security, right or remedy obtained or held by the Grantor from time to time for the discharge and performance of the Contractor of the Guaranteed Obligations.

4. Costs

The Guarantor shall promptly on demand, pay to, or reimburse, the Grantor on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Grantor in connection with:

- (a) any actual or proposed amendment, variation, supplement, waiver or consent under or in connection with this Guarantee;
- (b) any discharge or release of this Guarantee;
- (c) the preservation, or exercise and enforcement, of any rights under or in connection with this Guarantee or any attempt so to do; and
- (d) any stamping or registration of this Guarantee.

5. Representations and warranties

- 5.1 The Guarantor represents and warrants that the following are true and correct on the date of this Guarantee:

- (a) The Guarantor:
 - (i) is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation; and
 - (ii) has the power to own its assets and carry on its business as it is being conducted.
- (b) The Guarantor has the power and authority to execute, deliver and perform its obligations under this Guarantee and the transactions contemplated by them.
- (c) The execution, delivery and performance of the obligations in, and transactions contemplated by, this Guarantee does not and will not contravene any of the Guarantor's constitutional documents, any agreement or instrument binding on the Guarantor or its assets, or any applicable law or regulation.
- (d) The Guarantor has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under this Guarantee and to make this Guarantee admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.
- (e) The Guarantor's obligations under this Guarantee are, subject to any general principles of law limiting obligations, legal, valid, binding and enforceable.
- (f) No litigation, arbitration or administrative proceedings are taking place, pending or, to the Guarantor's knowledge, threatened against it or any of its assets which

would have a material adverse effect on the Guarantor's ability to perform its obligations under this Guarantee.

- (g) None of the Guarantor's assets is entitled to immunity on any grounds from any legal action or proceeding (including, without limitation, suit, attachment prior to judgment, execution or other enforcement) to the extent which would have a material adverse effect on the Guarantor's ability to perform its obligations under this Guarantee.
- (h) No event or circumstance is outstanding which constitutes a default under any deed or instrument which is binding on the Guarantor, or to which its assets are subject, which might have a material adverse effect on the Guarantor's ability to perform its obligations under this Guarantee.
- (i) The Guarantor's payment obligations under this Guarantee rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.
- (j) The choice of English law as the governing law of this Guarantee will be recognised and enforced in the Guarantor's jurisdiction of incorporation and any judgment obtained in England in relation to this Guarantee will be recognised and enforced in that jurisdiction.
- (k) The Guarantor is not required under the law of its jurisdiction of incorporation to make any deduction for, or on account of, Tax from any payment it may make under this Guarantee.
- (l) Under the law of the Guarantor's jurisdiction of incorporation, it is not necessary that this Guarantee be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar Tax be paid on or in relation to this Guarantee or the transactions contemplated by it.

6. **Discharge conditional**

- 6.1 Any release, discharge or settlement between the Guarantor and the Grantor in relation to this Guarantee shall be conditional on no right, Security, disposition or payment to the Grantor by the Guarantor, the Contractor or any other person in respect of the Guaranteed Obligations being avoided, set aside or ordered to be refunded under to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.
- 6.2 If any right, Security, disposition or payment referred to in Clause 6.1 is avoided, set aside or ordered to be refunded, the Grantor shall be entitled subsequently to enforce this Guarantee against the Guarantor as if such release, discharge or settlement had not occurred and any such right, Security, disposition or payment had not been given or made.

7. **Payments**

- 7.1 All sums payable by the Guarantor under this Guarantee shall be paid in full to the Grantor in the currency in which the Guaranteed Obligations are payable:
 - (a) without any set-off, condition or counterclaim whatsoever; and
 - (b) free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on the Guarantor.
- 7.2 If any deduction or withholding is required by any law or regulation to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an

amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.

7.3 The Guarantor shall promptly deliver or procure delivery to the Grantor of all receipts issued to it evidencing each deduction or withholding which it has made.

7.4 The Guarantor shall not and may not direct the application by the Grantor of any sums received by the Grantor from the Guarantor under any of the terms of this Guarantee.

8. Transfer

8.1 This Guarantee is assignable or transferable by the Grantor to an assignee or transferee who has received an assignment or transfer of the benefit of the Contract in accordance with its terms.

8.2 The Guarantor may not assign any of its rights and may not transfer any of its obligations under this Guarantee or enter into any transaction which would result in any of those rights or obligations passing to another person.

9. The Grantor's right of set-off

9.1 The Grantor may at any time set off any liability of the Guarantor to the Grantor against any liability of the Grantor to the Guarantor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Guarantee. If the liabilities to be set off are expressed in different currencies, the Grantor may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Grantor of its rights under this Clause 9.1 shall not limit or affect any other rights or remedies available to it under this Guarantee or otherwise.

9.2 The Grantor is not obliged to exercise its rights under Clause 9.1. If, however, it does exercise those rights it must promptly notify the Guarantor of the set-off that has been made.

10. Evidence of amounts and certificates

Any certificate, determination or notification by the Grantor as to a rate or any amount payable under this Guarantee is (in the absence of manifest error) conclusive evidence of the matter to which it relates and shall contain reasonable details of the basis of determination.

11. Remedies, waivers, amendments and consents

11.1 No amendment of this Guarantee shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

11.2 A waiver of any right or remedy under this Guarantee or by law, or any consent given under this Guarantee, is only effective if given in writing and signed by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

11.3 A failure or delay by a party to exercise any right or remedy provided under this Guarantee or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Guarantee. No single or partial exercise of any right or remedy provided under this Guarantee or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Guarantee by the Grantor shall be effective unless it is in writing and signed.

11.4 The rights and remedies provided under this Guarantee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

12. Severance

If any provision (or part of a provision) of this Guarantee is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Guarantee.

13. Third party rights

13.1 A person who is not a party to this Guarantee shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Guarantee. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

13.2 The rights of the parties to rescind, terminate or agree any amendment or waiver under this Guarantee are not subject to the consent of any other person.

14. Counterparts

14.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

14.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

15. Notices

15.1 Any notice or other communication given to a party under or in connection with this Guarantee shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- (c) sent to:

- (i) the Guarantor at:
12-14 rue Louis Blériot,
92500 Rueil-Malmaison,
Paris,
France
Attention: Oliver Mathieu

- (ii) LLDC at:
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

Attention: Chief Executive

(iii) E20 at:

Level 10

1 Stratford Place

Montfichet Road

London E20 1EJ

Attention: Director

With a copy to Newham Legacy Investments Limited at:

Newham Dockside

1000 Dockside Road

London E16 2QU

Attention: Chief Executive

or to any other address as is notified in writing by one party to the other from time to time.

- 15.2 Any notice or other communication that the Grantor gives to the Guarantor shall be deemed to have been received:
- (a) if delivered by hand, at the time it is left at the relevant address;
 - (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in Clause 15.1 or on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

- 15.3 Any notice or other communication given to the Grantor shall be deemed to have been given only on actual receipt by the Grantor.
- 15.4 This Clause 15 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.5 A notice or other communication given under or in connection with this Guarantee is not valid if sent by e-mail.

16. Governing law

- 16.1 This Guarantee and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.
- 16.2 The Guarantor irrevocably consents to any process in any proceedings under Clause 16 being served on it in accordance with the provisions of this Guarantee relating to service of notices. Nothing contained in this Guarantee shall affect the right to serve process in any other manner permitted by law.
- 16.3 The provisions of clause 40 of the Contract shall apply to any dispute arising under or in relation to this Guarantee, as if such clause referred to the parties to this Guarantee.

17. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Guarantee or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Grantor to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18. Agent for service

(a) The Guarantor irrevocably appoints:

Vinci Newport DBFO Limited (Company No.: 04310441)

1 Park Row

Leeds

LS1 5AB

as its agent to receive on its behalf in England or Wales service of any proceedings under Clause 17.

(b) Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Guarantor) and shall be valid until such time as the Grantor has received prior written notice from the Guarantor that such agent has ceased to act as agent.

(c) If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Guarantor shall forthwith appoint a substitute acceptable to the Grantor and deliver to the Grantor the new agent's name, address within England and Wales.

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

EXECUTED as a deed by)

VINCI CONCESSIONS SAS)

)

.....

Authorised Signatory

.....

Name

.....

Title

Schedule 7

Key Personnel

1 Key Personnel

1.1 The Operator's Key Personnel shall be the Key Personnel authorised to be named Key Personnel by the Operator pursuant to the Operator's board resolution on or around the Commencement Date.

1.2 The Operator shall:

- (a) not remove from the performance of the Services or the Opportunity or replace any of the Key Personnel nor the Operator Representative without consulting with the Grantor in advance of such removal, provided that the replacement Key Personnel or Operator Representative shall have suitable status, skills and experience to perform the role and which are at least equal to that of such of the Key Personnel as he or she is proposed to replace;
- (b) if at any time any of the Key Personnel is temporarily unavailable, other than in the ordinary course of such person's employment, ensure that alternative personnel of equivalent expertise and experience approved by the Grantor provide the services of the Key Personnel during the period of unavailability;
- (c) in the event of the resignation of any of the Key Personnel, the Operator shall propose an individual to replace such Key Personnel to the Grantor and supply to the Grantor the curriculum vitae of such replacement individual who shall have (in the reasonable opinion of the Grantor) suitable status, skills and experience to perform the role and which is at least equal to that of such of the Key Personnel as he or she is proposed to replace.
- (d) in the event of an agreed redeployment or resignation of any of the Key Personnel, the Operator shall use its reasonable endeavours to ensure that such Key Personnel shall work such part of his or her notice period(s) as is necessary to ensure appropriate knowledge transfer to his or her replacement(s) and shall demonstrate to the Grantor that an appropriate knowledge transfer plan has been implemented by such Key Personnel and his or her replacement(s);
- (e) at the reasonable request of the Grantor, forthwith (and without any compensation being payable), remove any of the Key Personnel with another employee of no less status, knowledge and experience approved by the Grantor (acting reasonably), to perform the role, if the Grantor reasonably considers such Key Personnel is unsatisfactory in relation to the performance of the Services, having first notified the Operator of the fact and cause of its dissatisfaction and having given the Operator a reasonable period to remedy it.

Schedule 8
Human Resources

1 TUPE

Information and consultation obligations

- 1.1 Each party will, and will procure that its Subcontractors (including in the case of the Grantor, any New Operator) will, (i) comply with its or their respective obligations to inform and consult with employees and/or their appropriate representatives under TUPE or otherwise; (ii) provide any measures information to the relevant transferor as required under TUPE; and (iii) provide such co-operation as may reasonably be required by the other party to effect a smooth transfer of any Transferring Employees or Exit Transferring Employees.
- 1.2 Where a party fails to comply with its obligations under paragraph 1.1 above, it will indemnify the other party or any of the relevant Subcontractors (including, in the case of the Grantor, the New Operator) for any Employment Liabilities which that party, a Subcontractor, or the New Operator may incur in relation to that failure.

Before commencement

- 1.3 The Grantor will be responsible for, and will indemnify the Operator and any of its Subcontractors as the case may be, in respect of all Pay and any other Employment Liabilities in relation to the Transferring Employees arising in respect of the period up to and including the relevant Transfer Date except as provided for by paragraphs 1.2 (information and consultation obligations) and 1.5 (liability for pre-contract proposals).
- 1.4 Within twenty eight (28) days of the relevant Transfer Date, the Grantor will pay or procure the payment to the Operator or any of its Subcontractors, as the case may be, an amount equivalent to the holiday pay for any holiday entitlement which has been accrued by the Transferring Employees but not taken as at the relevant Transfer Date.
- 1.5 The Operator will indemnify LLDC and/or E20 and/or any of its or their Subcontractors for any Employment Liabilities incurred by LLDC and/or E20 and/or any of its Subcontractors, as the case may be, in respect of any change or proposal by the Operator or any of its Subcontractors prior to or following the Transfer Date to make a change which amounts or would amount to a repudiatory breach of contract of employment of any Potential Transferring Employee or is or would be a substantial change in working conditions to the material detriment of that employee as provided for by TUPE.

During the Term of the contract

- 1.6 The Operator will be responsible for, and will indemnify the Grantor and any of its Subcontractors, including the New Operator, in respect of all Pay and other Employment Liabilities in relation to the Personnel in respect of the period following and including the relevant Transfer Date except as provided for by paragraphs 1.2, 1.17 and 1.19.

Employee information on commencement

- 1.7 No later than thirty (30) days prior to a relevant Transfer Date, the Grantor will provide to the Operator:
- (a) such information (in accordance with relevant data protection legislation) in relation to the Potential Transferring Employees as may reasonably be requested by the Operator (and reasonably obtainable by the Grantor, including enforcing any contractual entitlements of the Grantor) in order to determine Pay and other Employment Liabilities which may transfer to the Operator on the relevant Transfer Date; and

- (b) a list of all Potential Transferring Employees.
- 1.8 The Grantor will ensure use its and their reasonable endeavours (including enforcing any contractual entitlements of the Grantor) to ensure that all information disclosed under paragraph 1.7 will be full, accurate and up-to-date, and will notify the Operator in writing of any updates to such information as soon as is reasonably practicable.
- 1.9 If there are any Unexpected Transferring Employees at any time on or after a relevant Transfer Date:
- (a) either party will, upon becoming aware of any Unexpected Transferring Employee at any time, notify the other immediately or as soon as is reasonably practicable in writing of the identity of that Unexpected Transferring Employee;
 - (b) the Operator or its Subcontractor (as the case may be) may terminate the employment of that Unexpected Transferring Employee either in accordance with any procedure that may be given to the Operator or the relevant Subcontractor in writing by the Grantor within seven (7) days of notification under paragraph 1.9(a) above, or, where the Grantor does not specify any such procedure in writing, within twenty one (21) days of notification under paragraph 1.9(a) above;
 - (c) provided the termination of the employment of the Unexpected Transferring Employee has taken place prior to the relevant Transfer Date, or otherwise is effected by the Operator or its Subcontractor in accordance with paragraph 1.9(b) above the Grantor will indemnify the Operator or its Subcontractor, as the case may be, against any Employment Liabilities the Operator or its Subcontractor may incur in respect of (i) any Pay in relation to, and (ii) the termination of employment of, that Unexpected Transferring Employee;
 - (d) if the employment of an Unexpected Transferring Employee is not terminated or is not terminated in accordance with paragraph 1.9(b), that person will be deemed to have been a Transferring Employee with effect from the relevant Transfer Date.
- 1.10 The Grantor shall fully and effectively indemnify the Operator and each Subcontractor against all losses, liabilities, damages expenses and costs (including without limitation reasonable legal and other professional fees) in connection with the employment (for the period between transfer and termination of employment) and/or termination of employment by the Operator or any Subcontractor of any Transferring Employee in connection with their transfer at the relevant Transfer Date on the grounds that such Transferring Employee is redundant by reason of there not being a job for him/her with the Operator or any Subcontractor or on the grounds that such Transferring Employee is unsuitable for employment by the Operator or any Subcontractor and in each such case the grounds for terminating employment are lawful, provided that the Grantor is able to recover such losses, liabilities, damages expenses and costs from the relevant Grantor Related Person.
- 1.11 In the event that TUPE does not apply on the termination or expiry of this Agreement (in whole or in part) and the Operator or any Subcontractor needs to dismiss any of its employees, the Grantor and its Subcontractors and any New Operator shall reasonably consider any such employee of the Operator or any Subcontractor for employment in a position for which such employee is qualified.

Employee Information on Exit

- 1.12 Within seven days of notice of termination or partial termination of this Agreement or, in any event, no later than six (6) months prior to expiry, the Operator shall provide to the Grantor, and to such third parties as the Grantor may reasonably require, such information in accordance with relevant data protection legislation in relation to the Personnel as may reasonably be requested by the Grantor including but not limited to:

- (a) an anonymised list of all current members of the Personnel and for each such person, their employment status, the job description, length of service, age, immigration status, location of work, remuneration and the proportion of their working time spent on the provision of the Services and/or the activities comprising the operation of the Opportunity, indicating whether any such employee is a Potential Exit Transferring Employee;
 - (b) an organisational chart setting out how each member of the Personnel fits in with the organisation of the Operator or its Subcontractor (as the case may be), indicating teams, team leaders, reporting lines and management for each member of the Personnel;
 - (c) details of any other terms and conditions of employment of each member of the Personnel; and
 - (d) details of any other agreement or arrangement (including with any trade union or any other representative body) which may affect the employment of any Potential Exit Transferring Employee.
- 1.13 No later than thirty (30) days prior to a relevant Termination Date, the Operator will provide to the Grantor and to the New Operator the information set out in section 1.12 above in relation to each Potential Exit Transferring Employee and such additional information as is required by Regulation 11 of TUPE in relation to those employees, such information to include the Final Exit List.
- 1.14 The Operator will ensure that all information disclosed under sections 1.12 and 1.13 will be full, accurate and up-to-date, and will notify the Grantor and any New Operator in writing of any updates to such information immediately.
- 1.15 If there are any Unexpected Exit Transferring Employees at any time on or after the relevant Termination Date:
- (a) either party will, upon becoming aware of any Unexpected Exit Transferring Employee at any time on or after the relevant Termination Date, notify the other immediately or as soon as is reasonably practicable in writing of the identity of that Unexpected Exit Transferring Employee;
 - (b) the Grantor or a New Operator or any of its or their Subcontractors, as the case may be, may terminate the employment of that Unexpected Exit Transferring Employee either in accordance with any procedure that may be given to the Grantor or the New Operator in writing by the Operator, or, where the Operator does not specify any such procedure in writing within seven (7) days of notification under section 1.15(a) above, within twenty one (21) days of notification under section 1.15(a) above;
 - (c) provided the termination of the Unexpected Exit Transferring Employee takes place prior to the relevant Termination Date, or otherwise is effected by the Grantor, a New Operator or any of its or their Subcontractors, in accordance with section 1.15(b) above, the Operator will indemnify the Grantor, the New Operator, and any of its or their Subcontractors, as the case may be, against any Employment Liabilities the Grantor, the New Operator, or any of its or their Subcontractors may incur in respect of (i) any Pay in relation to, and (ii) the termination of employment of, that Unexpected Exit Transferring Employee;
 - (d) if the employment of an Unexpected Exit Transferring Employee is not terminated, or is not terminated in accordance with paragraph 1.15(b) above, that person will be deemed to have been an Exit Transferring Employee with effect from the relevant Termination Date.

Protecting the workforce before exit

- 1.16 The Operator will not and will procure that its Subcontractors will not during the period of six (6) months immediately preceding the termination of this Agreement (in whole or in part) without the prior written consent of the Grantor (such consent not to be unreasonably withheld or delayed):
- (a) other than for gross misconduct terminate or give notice to terminate the employment of any Potential Exit Transferring Employee;
 - (b) increase or reduce the number of Potential Exit Transferring Employees by more than five percent (5%);
 - (c) propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of any Potential Exit Transferring Employee;
 - (d) replace any Potential Exit Transferring Employee.

After exit

- 1.17 The Grantor will, or will procure that any New Operator or any of its or their Subcontractors will, be responsible for, and will indemnify the Operator or any of its Subcontractors in respect of all Pay and any other Employment Liabilities in relation to the Exit Transferring Employees arising in respect of the period following and including the relevant Transfer Date, except as provided for by paragraph 1.2.
- 1.18 Within twenty eight (28) days of the relevant Termination Date, the Operator will pay the Grantor or a New Operator or any of its or their Subcontractors an amount equivalent to holiday pay for any holiday entitlement which has been accrued by the Exit Transferring Employees but not taken as at the relevant Termination Date.
- 1.19 The Grantor will indemnify the Operator or any of its Subcontractors in respect of any Employment Liabilities it or they may suffer in respect of any proposal by the Grantor or a New Operator or any of its or their Subcontractors, whether before or after the relevant Termination Date, to make a change which amounts or would amount to a repudiatory breach of contract of employment of any Exit Transferring Employee, or is or would be a substantial change in working conditions to the material detriment of that employee as provided for by TUPE.

Third Party Rights

- 1.20 Any Subcontractor of either party (including the New Operator) is entitled to enforce the provisions of this Schedule 8 (Human Resources) pursuant to Section 1 of the Contracts (Rights of Third Parties) Act 1999 provided that the parties to this Agreement may vary or terminate this Agreement by agreement between them without requiring the consent of any Subcontractor or the New Operator and need not comply with Section 2(1) of the Contracts (Rights of Third Parties) Act 1999.

Schedule 9

Change Control Procedure

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

Change Communication	means any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
Change Request	means a written request for a Contract Change which shall be substantially in the form of Annex 1 (Change Authorisation Note);
Contract Change	means any change to this Agreement other than an Operational Change, including the exercise of the Grantor's rights under Clause 5.2(d) (Transformation Period) or Clause 7 (Major Sporting Events);
Grantor Change Manager	means the person appointed to that position by the Grantor from time to time and notified in writing to the Operator or, if no person is notified, the Grantor Representative;
Impact Assessment	means an assessment of a Change Request in accordance with paragraph 5;
Impact Assessment Estimate	has the meaning given in paragraph 4.3;
Operational Change	means any change in the Operator's operational procedures initiated by the Operator which in all respects, when implemented: a) will not affect the Receivables and will not involve the Grantor in paying any additional charges or other costs; b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; c) will not require a change to this Agreement;
Operator Change Manager	means the person appointed to that position by the Operator from time to time and notified in writing to the Grantor or, if no person is notified, the Operator Representative.
Primary User Change	means a Contract Change instigated by a Primary User in accordance with the terms of the relevant Primary Usage Agreement; and
Receiving Party	means the Party which receives a proposed Contract Change.

2 General Principles of Change Control Procedure

- 2.1 This Schedule sets out the procedure for dealing with Contract Changes.
- 2.2 The parties shall deal with Contract Change as follows:
- (a) either party may request a Contract Change which they shall initiate by issuing a Change Request in accordance with paragraph 4;
 - (b) unless this Agreement otherwise requires, the Operator shall assess and document the potential impact of a proposed Contract Change in accordance with paragraph 5 before the Contract Change can be either approved or implemented;
 - (c) the Grantor shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 6;
 - (d) the Operator shall have the right to reject a Change Request solely in the manner set out in paragraph 7;
 - (e) save as otherwise provided in this Agreement, no proposed Contract Change shall be implemented by the Operator until a Change Authorisation Note has been signed and issued by the Grantor in accordance with paragraph 6.2.
- 2.3 Until a Change Authorisation Note has been signed and issued by the Grantor in accordance with paragraph 6.2, then:
- (a) unless the Grantor expressly agrees (or requires) otherwise in writing, the Operator shall continue to perform its obligations in accordance with the existing terms of this Agreement as if the proposed Contract Change did not apply, unless such Contract Change arises as a consequence of a Change in Law; and
 - (b) any discussions, negotiations or other communications which may take place between the Grantor and the Operator in connection with any proposed Contract Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Agreement.
- 2.4 The Operator shall:
- (a) within twenty (20) Business Days of the Grantor's signature and issue of a Change Authorisation Note, deliver to the Grantor a copy of this Agreement updated to reflect all Contract Changes agreed in the relevant Change Authorisation Note and annotated with a reference to the Change Authorisation Note pursuant to which the relevant Contract Changes were agreed; and
 - (b) thereafter provide to the Grantor such further copies of the updated Agreement as the Grantor may from time to time request.

3 Costs

- 3.1 Subject to paragraph 3.3:
- (a) the costs of preparing each Change Request shall be borne by the Party making the Change Request; and
 - (b) the costs incurred by the Operator in undertaking an Impact Assessment shall be borne by the Party making the Change Request provided that the Grantor shall not be required to pay any such costs if:
 - (i) such costs are below £5,000 (five thousand pounds) in aggregate per Year;

- (ii) the Operator is able, acting reasonably, to undertake the Impact Assessment by using resources already deployed in the exploitation of the Opportunity; or
 - (iii) such costs exceed those in the accepted Impact Assessment Estimate.
- 3.2 Subject to paragraph 9.1, the Operator shall only be entitled to a variation to the Operator Revenue Share or the Annual Covered Fixed Costs (as the case may be) pursuant to Schedule 3 (Receivables and Payment) to the extent that it can demonstrate that a Contract Change instigated by the Grantor would increase its Operating Costs without a corresponding increase in revenue, or decrease its opportunity to achieve its anticipated profit in relation to the Opportunity. Any change to the Operator Revenue Share or the Annual Covered Fixed Costs (as the case may be) resulting from a Contract Change (whether the change will cause an increase or a decrease in the Receivables or a compensatory payment to the Operator) shall be dealt with in the Impact Assessment and shall be incorporated in any changes to the termination thresholds set out in paragraph 8 of Schedule 3 (Receivables and Payment). The Parties shall use reasonable endeavours to agree such variation in good faith. If any such variation to the Receivables cannot be agreed between the parties within forty (40) Business Days, the matter shall be dealt with in accordance with Clause 40 (Dispute Resolution Procedure). The Operator shall have no entitlement to any variation to the Operator Revenue Share or the Annual Covered Fixed Costs (as the case may be) pursuant to Schedule 3 (Receivables and Payment) or any other costs or compensation where the Grantor exercises its rights under Clause 6.3 (Exploitation of the Opportunity)
- 3.3 Both parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or breach of the Agreement by the Operator shall be paid for by the Operator.
- 3.4 Any third party costs reasonably and properly incurred by the Operator in relation this Change Control Procedure in respect of a Change Request and/or Impact Assessment initiated by the Grantor or by the Operator at the Grantor's request shall be paid for by the Grantor in the event that the Grantor rejects the Change Request and/or Impact Assessment in circumstances where the Operator has complied with its obligations under this Schedule 9, or otherwise withdraws the requirement for the Contract Change, provided that the Operator has provided the Grantor of an estimate of such costs in advance of proceeding to incur them.
- 4 Change Request**
- 4.1 Either party may issue a Change Request to the other party at any time during the Opportunity Period. A Change Request shall be substantially in the form of Annex 1 (Change Request Form).
- 4.2 If the Operator issues the Change Request, then it shall also provide an Impact Assessment to the Grantor as soon as is reasonably practicable but in any event within ten (10) Business Days of the date of issuing the Change Request.
- 4.3 If the Grantor issues the Change Request, then the Operator shall provide as soon as reasonably practical and in any event within ten (10) Business Days of the date of receiving the Change Request an estimate ("Impact Assessment Estimate") of the cost of preparing an Impact Assessment and the timetable for preparing it. The timetable shall provide for the completed Impact Assessment to be received by the Grantor within ten (10) Business Days of acceptance of the Impact Assessment Estimate or within any longer time period agreed by the Grantor.
- 4.4 If the Grantor accepts an Impact Assessment Estimate then following receipt of notice of such acceptance the Operator shall provide the completed Impact Assessment to the Grantor as soon as is reasonably practicable and in any event within the period agreed in the Impact Assessment Estimate.

5 Impact Assessment

- 5.1 Each Impact Assessment shall be completed in good faith and shall include:
- (a) details of the proposed Contract Change including the reason for the Contract Change; and
 - (b) details of the impact of the proposed Contract Change on the Opportunity or the Services and the Operator's ability to meet its other obligations under this Agreement;
 - (c) any variation to the terms of this Agreement that will be required as a result of that impact;
 - (d) details of the cost of implementing the proposed Contract Change;
 - (e) details of the ongoing costs required by the proposed Contract Change including its impact on the Receivables and any alteration to the working practices of either Party;
 - (f) a timetable for the implementation of the Contract Change; and
 - (g) such other information as the Grantor may reasonably request in (or in response to) the Change Request.
- 5.2 Subject to the provisions of paragraph 5.3, the Grantor shall review the Impact Assessment and respond to the Operator in accordance with paragraph 6 within fifteen (15) Business Days of receiving the Impact Assessment.
- 5.3 If the Grantor is the Receiving Party and the Grantor reasonably considers that it requires further information regarding the proposed Contract Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five (5) Business Days of receiving the Impact Assessment, it shall notify the Operator of this fact and detail the further information that it requires. The Operator shall then re-issue the relevant Impact Assessment to the Grantor within ten (10) Business Days of receiving such notification. At the Grantor's discretion, the Parties may repeat the process described in this paragraph 5.3 until the Grantor is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

6 Grantor's Right of Approval

- 6.1 Within fifteen (15) Business Days of receiving the Impact Assessment from the Operator or within ten (10) Business Days of receiving the further information that it may request pursuant to paragraph 5.3, the Grantor shall evaluate the Change Request and the Impact Assessment and shall do one of the following:
- (a) approve the proposed Contract Change, in which case the Parties shall follow the procedure set out in paragraph 6.2;
 - (b) in its absolute discretion reject the Contract Change, in which case it shall notify the Operator of the rejection. The Grantor shall not reject any proposed Contract Change to the extent that the Contract Change is necessary for the Operator or the Services to comply with any Changes in Law. If the Grantor does reject a Contract Change, then it shall explain its reasons in writing to the Operator as soon as is reasonably practicable following such rejection; or
 - (c) in the event that it reasonably believes that a Change Request or Impact Assessment contains errors or omissions, require the Operator to modify the relevant document accordingly, in which event the Operator shall make such modifications within five (5) Business Days of such request. Subject to paragraph 5.3, on receiving the modified Change Request and/or Impact

Assessment, the Grantor shall approve or reject the proposed Contract Change within ten (10) Business Days.

- 6.2 If the Grantor approves the proposed Contract Change pursuant to paragraph 6.1 and it has not been rejected by the Operator in accordance with paragraph 7, then it shall inform the Operator and the Operator shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Grantor for its signature. Following receipt by the Grantor of the Change Authorisation Note, it shall sign both copies and return one copy to the Operator. On the Grantor's signature the Change Authorisation Note shall constitute (or, where the Grantor has agreed to or required the implementation of a change prior to signature of a Change Authorisation Note, shall constitute confirmation of) a binding variation to this Agreement.

7 Operator's Right of Approval

- 7.1 Following an Impact Assessment, if:

- (a) the Operator reasonably believes that any proposed Contract Change which is requested by the Grantor would:
 - (i) materially and adversely affect the risks to the health and safety of any person; and/or
 - (ii) require the Services to be performed in a way that infringes any Law;

then the Operator shall be entitled to reject the proposed Contract Change and shall notify the Grantor of its reasons for doing so within five (5) Business Days after the date on which it is obliged to deliver the Impact Assessment pursuant to paragraph 4.3.

8 Operational Change Procedure

- 8.1 Any Operational Changes identified by the Operator to improve operational efficiency of the Services may be implemented by the Operator without following the Change Control Procedure for proposed Operational Changes provided they do not:

- (a) have an impact on the business of the Grantor or any Primary User;
- (b) require a change to this Agreement;
- (c) have a direct impact on use of the Site; or
- (d) affect the Receivables or involve the Grantor in paying any additional charges or other costs.

- 8.2 The Operator may request an Operational Change by submitting a written request for Operational Change ("RFOC") to the Grantor Representative.

- 8.3 The RFOC shall include the following details:

- (a) the proposed Operational Change; and
- (b) the time-scale for completion of the Operational Change.

- 8.4 The Operator shall inform the Grantor of any impact on the Services that may arise from the proposed Operational Change.

- 8.5 The Operator shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Grantor when the Operational Change is completed.

9 Primary User Change

9.1 A Primary User Change will be documented in accordance with this Schedule 9, save that (if applicable) any allocation of cost of the Primary User Change shall be as set out in Schedule 16 (Responsibility Matrix) and shall be treated as additional Event Costs for the purposes of Schedule 3 (Receivables and Payment) with a corresponding adjustment made to the Net Commercial Revenues in respect of such additional Event Costs and to the termination thresholds set out in paragraph 8 of Schedule 3 (Receivables and Payment).

10 Communications

10.1 For any Change Communication to be valid under this Schedule 9, it must be sent to either the Grantor Change Manager or the Operator Change Manager, as applicable. The provisions of Clause 39.4 (Notices) shall apply to a Change Communication as if it were a notice.

Annex 1

Change Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
CONTRACT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (OPTIONAL FIELD):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
OPERATOR REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED CONTRACT CHANGE (INCLUDING PROPOSED CHANGES TO THE WORDING OF THE CONTRACT):		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED CONTRACT CHANGE:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

Annex 2

Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
CONTRACT:	TYPE OF CHANGE:	REQUIRED BY DATE:
KEY MILESTONE DATE: <i>if any</i>		
DETAILED DESCRIPTION OF CONTRACT CHANGE FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND WORDING OF RELATED CHANGES TO THE CONTRACT:		
PROPOSED ADJUSTMENT TO THE RECEIVABLES RESULTING FROM THE CONTRACT CHANGE:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE BASIS):		
SIGNED ON BEHALF OF THE GRANTOR:	SIGNED ON BEHALF OF THE OPERATOR:	
Signature: _____	Signature: _____	
Name: _____	Name: _____	
Position: _____	Position: _____	
Date: _____	Date: _____	

Schedule 10

Exit Assistance

1 **Definitions**

In this Schedule, the following definitions shall apply:

- Emergency Exit** means any termination of this Agreement which is a:
- (a) termination of the whole or part of this Agreement in accordance with Clause 32 (Termination), except where the period of notice given under that Clause is greater than or equal to twenty four (24) months;
 - (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 32 (Termination); or
 - (c) wrongful termination or repudiation of this Agreement by either Party;
- Exit Assistance Notice** has the meaning given to it in paragraph 5.1;
- Exit Assistance Period** means in relation to an Exit Assistance Notice, the period specified in the Exit Assistance Notice for which the Operator is required to provide the Exit Assistance as such period may be extended pursuant to paragraph 5.2;
- Exit Information** has the meaning given in paragraph 3.1;
- Exit Manager** means the person appointed by each Party pursuant to paragraph 2.2 for managing the Parties' respective obligations under this Schedule;
- Exit Services** means the services and activities to be performed by the Operator pursuant to the Exit Plan, and any other services required pursuant to the Exit Assistance Notice;
- Ordinary Exit** means any termination of this Agreement which occurs:
- (a) pursuant to Clause 32 (Termination) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to twenty four (24) months; or
 - (b) as a result of the expiry of the Agreement;
- Registers** means the register and configuration database referred to in paragraphs 2.1(a) and 2.1(b).

2 **Obligations during the Term to facilitate Exit**

2.1 During the Opportunity Period, the Operator shall:

- (a) create and maintain a register of all:
 - (i) Equipment, detailing their:

- (A) make, model and asset number;
 - (B) net book value;
 - (C) condition and physical location; and
 - (D) use (including technical specifications); and
- (ii) Sub-contracts and other relevant agreements required for the exploitation of the Opportunity;
- (b) create and maintain a database detailing the technical infrastructure and operating procedures through which the Operator operates the Site and performs the Services, which shall contain sufficient detail to permit the Grantor and/or a replacement operator to understand how the Operator operates the Site and to enable the smooth transition of with the minimum of disruption;
 - (c) agree the format of the Registers with the Grantor as part of the process of agreeing the Exit Plan; and
 - (d) at all times keep the Registers up to date, in particular in the event that Equipment, sub-contracts or other relevant agreements are added to or removed from the Opportunity.

2.2 Each party shall appoint a person for the purposes of managing the parties' respective obligations under this Schedule and provide written notification of such appointment to the other party within three (3) months of the Commencement Date. The Operator's Exit Manager shall be responsible for ensuring that the Operator and its employees, agents and Subcontractors comply with this Schedule. The Operator shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Operator as are reasonably necessary to enable the Operator to comply with the requirements set out in this Schedule. The parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each party's compliance with it.

3 Obligations to assist on re-tendering of the Opportunity

3.1 On reasonable notice at any time during the Opportunity Period, the Operator shall provide to the Grantor and/or its potential New Operators (subject to the potential New Operators entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Grantor of any invitation to tender and/or to facilitate any potential New Operators undertaking due diligence:

- (a) details of the Services;
- (b) a copy of the Registers, updated by the Operator up to the date of delivery of such Registers;
- (c) an inventory of Grantor data in the Operator's possession or control;
- (d) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- (e) a list of on-going and/or threatened disputes in relation to the Opportunity or the Services; and
- (f) such other material and information as the Grantor shall reasonably require,

(together, the "Exit Information"), provided that the Operator will not be required under this paragraph 3.1 to provide any information relating to the Operator's or its

Subcontractors' prices or costs or any other matters that the Operator has set out in Schedule 23 (Commercially Sensitive Information).

- 3.2 Subject to the Parties' obligations under this Agreement, including Clause 27 (Confidentiality, Freedom of Information and Transparency), the Operator acknowledges that the Grantor may disclose the Operator's Exit Information to an actual or prospective New Operator or any third party whom the Grantor is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Grantor may not under this paragraph 3.2 disclose any information without the Operator's consent relating to the Operator's or its Subcontractors' prices or costs or any other items or matters that the Operator has set out in Schedule 23 (Commercially Sensitive Information)).
- 3.3 The Operator shall:
- (a) notify the Grantor within five (5) Business Days of any material change to the Exit Information which may adversely impact upon the potential transfer and/or continuance of the operation of the Site and shall consult with the Grantor regarding such proposed material changes; and
 - (b) provide complete updates of the Exit Information as soon as reasonably practicable following a reasonable request and in any event within ten (10) Business Days of a request in writing from the Grantor.
- 3.4 The Operator may charge the Grantor for its reasonable additional costs to the extent the Grantor requests more than four (4) updates in any six (6) month period.
- 3.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Operator shall be such as would be reasonably necessary to enable a third party to:
- (a) prepare an informed offer for the Opportunity; and
 - (b) not be disadvantaged in any subsequent procurement process compared to the Operator (if the Operator is invited to participate).

4 Exit Plan

- 4.1 The Operator shall, within six (6) months after the Commencement Date, deliver to the Grantor an Exit Plan which:
- (a) sets out the Operator's proposed methodology for achieving an orderly transition from the Operator to the Grantor and/or its New Operator on the expiry or termination of this Agreement;
 - (b) complies with the requirements set out in paragraph 4.3; and
 - (c) is otherwise reasonably satisfactory to the Grantor.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Business Days of its submission, then such dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
- (a) how the Exit Information is obtained;
 - (b) separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Operator may be unable to provide the full level of assistance which is required

by the provisions relating to Ordinary Exit, and in the case of Emergency Exit, provision for the supply by the Operator of all such reasonable assistance as the Grantor shall require to enable the Grantor or its Subcontractors to provide the Services;

- (c) the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit;
- (d) the management structure to be employed during the Exit Assistance Period;
- (e) a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an Ordinary Exit and an Emergency Exit;
- (f) how the Services will transfer to the New Operator and/or the Grantor, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Grantor's technology components from any technology components operated by the Operator or its Subcontractors (where applicable);
- (g) the scope of the Exit Assistance that may be required for the benefit of the Grantor (including such of Exit Services as are applicable);
- (h) a timetable and critical issues for providing the Exit Services;
- (i) any charges that would be payable for the provision of the Exit Services (calculated in accordance with the methodology that would apply if such services were being treated as a Contract Change), together with a capped estimate of such charges, together with any other payments arising upon termination (and appropriate methodologies for the calculation of such payments) including in respect of the valuation of stock and leased assets);
- (j) how the Exit Services would be provided (if required) during the Exit Assistance Period;
- (k) how each of the issues set out in this Schedule will be addressed to facilitate the transition from the Operator to the New Operator and/or the Grantor with the aim of ensuring that there is no disruption to the Opportunity or the Site or degradation of the Services during the Exit Assistance Period.

4.4 The Parties acknowledge that the migration from the Operator to the Grantor and/or its New Operator may be phased, such that certain activities are handed over before others.

4.5 The Operator shall review and (if appropriate) update the Exit Plan on a basis consistent with the principles set out in this Schedule in the first month of each Year (commencing with the second Year) to reflect any changes in the Services that have occurred since the Exit Plan was last agreed. Following such update the Operator shall submit the revised Exit Plan to the Grantor for review. Within twenty (20) Business Days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the contents of the revised Exit Plan. If the Parties are unable to agree the contents of the revised Exit Plan within that twenty (20) Business Day period, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Finalisation of the Exit Plan

4.6 Within twenty (20) Business Days after service of a termination notice by either Party or six (6) months prior to the expiry of this Agreement, the Operator will submit for the Grantor's approval the Exit Plan in a final form that could be implemented immediately. The final form of the Exit Plan shall be prepared on a basis consistent with the principles set out in this Schedule and shall reflect any changes in the Services that have occurred since the Exit Plan was last agreed.

- 4.7 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Business Days following its delivery to the Grantor then such dispute shall be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form of the Exit Plan or the determination of the dispute (if the Exit Plan cannot be agreed), the Operator shall provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as relevant).

5 Termination Services

Notification of Requirements for Exit Services

- 5.1 The Grantor shall be entitled to require the provision of Exit Services at any time during the Term by giving written notice to the Operator (an "Exit Assistance Notice") at least four (4) months prior to the date of termination or expiry of this Agreement or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a termination notice. The Exit Assistance Notice shall specify:
- (a) the date from which Exit Services are required;
 - (b) the nature of the Exit Services required; and
 - (c) the period during which it is anticipated that Exit Services will be required, which shall continue no longer than twenty four (24) months after the date that the Operator ceases to exploit the Opportunity.
- 5.2 The Grantor shall have an option to extend the period of assistance beyond the period specified in the Exit Assistance Notice provided that such extension shall not extend for more than twelve (12) months after the date the Operator ceases to exploit the Opportunity or, if applicable, beyond the end of the Exit Assistance Period and provided that it shall notify the Operator to such effect no later than twenty (20) Business Days prior to the date on which the provision of Exit Services is otherwise due to expire. The Grantor shall have the right to terminate its requirement for Exit Services by serving not less than twenty (20) Business Days' written notice upon the Operator to such effect.

Exit Assistance Period

- 5.3 Throughout the Exit Assistance Period, or such shorter period as the Grantor may require, the Operator shall:
- (a) continue to provide the Services (as applicable) and, if required by the Grantor pursuant to paragraph 5.1, exploit the Opportunity and provide the Exit Services;
 - (b) in addition to providing the Services and the Exit Services, provide to the Grantor any reasonable assistance requested by the Grantor to allow the Site to continue to operate without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Site to the Grantor and/or its New Operator;
 - (c) provide the Services and the Exit Services at no detriment to the KPI Targets, save to the extent that the Parties agree otherwise in accordance with paragraph 5.4; and
 - (d) at the Grantor's request and on reasonable notice, deliver up-to-date Registers to the Grantor.
- 5.4 If the Operator demonstrates to the Grantor's reasonable satisfaction that transition and provision of the Exit Services during the Exit Assistance Period will have a material, unavoidable adverse effect on the Operator's ability to meet one or more particular KPI

Targets, the parties shall vary the relevant KPI Targets to take account of such adverse effect.

Exit Obligations

- 5.5 The Operator shall comply with all of its obligations contained in the Exit Plan.
- 5.6 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Operator's performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule), the Operator shall:
- (a) cease to use the Grantor data;
 - (b) provide the Grantor and/or the New Operator with a complete and uncorrupted version of the Grantor data in electronic form (or such other format as reasonably required by the Grantor);
 - (c) erase from any computers, storage devices and storage media that are to be retained by the Operator after the end of the Termination Assistance Period all Grantor data and promptly certify to the Grantor that it has completed such deletion;
 - (d) return to the Grantor all materials created by the Operator under this Agreement in which the Intellectual Property Rights are owned by the Grantor;
 - (e) vacate the Site;
 - (f) provide access during normal working hours to the Grantor and/or the New Operator for up to twelve (12) months after expiry or termination to such information relating to the Services, the Site or the Opportunity as remains in the possession or control of the Operator; and
 - (g) return the Site in the condition that:
 - (i) In relation to the Kiosks, subject to paragraph 3.4(c) of Schedule 1 (Opportunity Parameters) they were on the South Park Commencement Date;
 - (ii) In relation to the Stadium and Stadium Island, they were on the Stadium Opening Date,fair wear and tear excepted (except to the extent that it has arisen as a result of breach by the Operator of any of its obligations under this Agreement) and provided the Operator shall not be required to take any action that is not required to fulfil the Operator's obligations under this Agreement and save that the Operator has no liability under this requirement to the extent that the Grantor fails to fulfil its obligations under this Agreement.
- 5.7 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Grantor to the Operator shall be terminated with effect from the end of the Exit Assistance Period.

6 Assets Subcontracts and Software

- 6.1 Following notice of termination of this Agreement and during the Exit Assistance Period, the Operator shall not, without the Grantor's prior written consent:
- (a) terminate, enter into or vary any Approved Key Subcontract except to the extent that such change does not or will not affect the provision of Services or the Receivables;

- (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Equipment or acquire any new Equipment.
- 6.2 The Operator shall as soon as reasonably practicable procure the novation to the Grantor and/or the New Operator of the Marketing Rights and Pouring Rights agreements in accordance with Clause 33.2(e). The Operator shall execute such documents and provide such other assistance as the Grantor reasonably requires to effect this novation. The Operator shall hold any such agreements on trust for the Grantor until such time as its transfer to the Grantor and/or the New Operator has been effected.
- 6.3 The Operator shall, at the Grantor's request:
 - (a) procure the novation, whether in favour of the Grantor or any New Operator, of:
 - (i) any Approved Key Subcontract;
 - (ii) any lease or other rental agreement or arrangement for the supply of FF&E (unless, at the time such lease or rental arrangement was entered into, the Parties agreed otherwise in writing); and
 - (b) de-commission and remove any Operator's FF&E.
- 6.4 The Operator shall indemnify the Grantor (and/or the New Operator, as applicable) against each loss, liability and cost arising out of any Claims made by a counterparty to a Marketing Rights or Pouring Rights agreement which is assigned or novated to the Grantor (and/or New Operator) pursuant to paragraph 6.2 in relation to any matters arising prior to the date of novation, and the Grantor shall indemnify the Operator against each loss, liability and cost arising out of any Claims made by a counterparty to a Marketing Rights or Pouring Rights agreement which is assigned or novated to the Grantor (and/or New Operator) in relation to any breaches occurring after the date of novation.
- 7 **Cost of Termination Services**
- 7.1 For the purpose of calculating the costs of providing the Exit Services for inclusion in the Exit Plan or, if no Exit Plan has been agreed, the costs of providing Exit Assistance Services shall be determined in accordance with the Change Control Procedure.
- 7.2 Except as otherwise expressly specified in this Agreement and subject to paragraph 7.1 above, the Operator shall not make any charges for the services provided by the Operator pursuant to, and the Grantor shall not be obliged to pay for costs incurred by the Operator in relation to its compliance with, this Schedule including the preparation and implementation of the Exit Plan and any activities mutually agreed between the Parties to carry on after the expiry of the Exit Assistance Period.

Schedule 11

Approved Key Subcontractors

Vinci Construction UK Ltd (trading as Vinci Facilities)

Delaware North Companies (UK) Hospitality Services Limited

OCS Group UK Limited

Schedule 12

Policies and Community Plans

Socio-Economic Policy

Community Engagement Policy

Equality and Inclusion Policy

Inclusive Design Strategy

Sport and Healthy Living Policy

Environmental Sustainability Policy

Newham's Sustainable Community Plan

Environmental Sustainability Commitment

Schedule 13

Redacted Transformation Works Tier 1 Contract

See attached CD

Schedule 14

Plans

See attached CD

Schedule 15

Addresses for Service

E20

Level 10

1 Stratford Place

Montfichet Road

London E20 1EJ

Attention: Director

Email: Such email address for the Director as is notified to the Operator from time to time

With a copy, for information purposes only, to Newham Legacy Investments Limited at:

Newham Dockside

1000 Dockside Road

London E16 2QU

Attention: Chief Executive

Email: Such email address for the Chief Executive as is notified to the Operator from time to time

LLDC

Level 10

1 Stratford Place

Montfichet Road

London E20 1EJ

Attention: Chief Executive

Email: davidgoldstone@londonlegacy.co.uk or such alternative email address for the Chief Executive as is notified to the Operator from time to time.

London Stadium 185 Limited

London Stadium 185 Limited

c/o VINCI Concessions

1 Ludgate Square

London EC4M 7AS

Attention: Chief Executive Officer

Email: Phil.jackson@vinci-concessions.com

Schedule 16

Responsibility Matrix

Responsibility Matrix – WH Agreement

Where the column relating to a party states "Yes" or states a sub-clause reference, then that party is responsible for fulfilling the obligations or exercising the rights of the Grantor within that provision. Where the Grantor is obliged to procure that LLDC shall fulfil certain obligations then such obligations shall reside with the Grantor.

Where both parties are stated to be responsible for the Grantor's obligation or rights, that obligation will primarily be for the Operator except to the extent that the Grantor is the only party able to fulfil the obligation at a particular time or circumstance.

Where the column relating to a party states "No" or states only a sub-clause reference, then, save in respect of the stated sub-clause, that party is not responsible for fulfilling the obligations or exercising the rights of the Grantor within that provision, although the Grantor reserves the right to enforce all provisions of the Primary Usage Agreements at its discretion subject to Clause 3 (Relationship of the Parties and Appointment) of the Agreement.

The Operator shall have no responsibility for complying with, nor for the consequences of failing to comply with, any provision which has been intentionally redacted in the Primary Usage Agreements set out in Schedules 17 (Redacted WH Agreement), 18 (Redacted UKA Agreement) and 19 (Redacted ER2015 Agreement).

WH Agreement		
Ref.	Title	Grantor (E20) Operator
1.	Definitions and Interpretation	Information
2.	Term	Information
3.	Pre-Concession Works	Yes No
4.	Commencement Date	Yes 4.7 and 4.10 (except that subject to the Grantor's fulfillment of its obligations at Clauses 5.6 (Transformation Period) & 10 (The Site) of the Agreement)

WH Agreement		
Ref.	Title	Operator
		Grantor (E20)
5.	Event Calendar	No
6.	Other Sporting Events	No
7.	Overriding Priority Principle	No
8.	Concessionaire Potential Events	No
9.	Concessionaire Covenants	No
		Yes (save that the Operator shall have no obligation to absorb the costs and expenses referred to at Clause 9(aa) except to the extent otherwise agreed as a Primary User Change pursuant to Schedule 9 (Change Control Procedure) of the Agreement
10.	Grantor Covenants	Yes, other than 10.1(m) save that the Operator shall have no responsibility for 10.1(b) to the extent that this relates to the Transformation Works or the Grantor's obligations in relation to Lifecycle Replacement Activities as set out at Clause 9 (Life Cycle) of the Agreement and shall have no liability for the costs and expenses incurred pursuant to 10.1(i) unless and to the extent unless and to the extent such costs and expenses have been caused by the Operator's breach of the Agreement
11.	Naming and Signage Rights	Yes
		11.1(g), 11.2(a), 11.2(b), 11.2(f), 11.2(g), 11.2(h) (the Grantor acknowledges that the Operator's fulfilment of this obligation shall not be in breach of Clause 20.4 (g) (Intellectual Property Rights) of the Agreement), 11.3 (b), 11.3(c), 11.3 (d), 11.3 (e), 11.3 (f), 11.3 (g), 11.3 (h), 11.3 (i), 11.3 (k), 11.4 (a), 11.4 (c), 11.4 (d), 11.6 (i), 11.8, 11.9 (except that the Operator shall have no liability under Clause 11.9(c) for any damage caused by the

WH Agreement		
Ref.	Title	Operator
		Concessionaire Group
12.	The Concessionaire's Personnel	Yes
13.	Health and Safety	Yes, to the extent that the Grantor Consents, as referred to in the WH Agreement, relate to the Operator in its capacity as a stadium venue operator (as opposed to owner).
14.	Insurance	Yes, except for 14.2 and 14.4 and subject always that: (a) the Operator shall not be obliged to hold any insurance beyond that stipulated in the Agreement; and (b) the Concessionaire's liability for payment of the deductibles shall be the responsibility of the Grantor
15.	Improvements or Alterations	No, except for 14.2 and 14.4 (subject to its obligations to insure under the Agreement)
16.	Maintenance	Yes, subject to Clause 9.1 (Life Cycle) of the Agreement (save that the Operator shall not be responsible for the expenses, costs and liabilities referred to in Clause 15.3 unless the Operator is otherwise liable pursuant to the Agreement or a Primary User Change in accordance with Schedule 9 (Change Control Process) to the Agreement
17.	Postponements and Cancellations	Yes, save for, in relation to 16.1 only, any snagging or defects in relation to the Transformation Works (as defined in the Agreement) and subject to Clause 9 (Life Cycle) of the Agreement
		Yes

WH Agreement			
Ref.	Title	Grantor (E20)	Operator
18.	Refreshments, Catering and Ancillary Services	18.16, 18.17	Yes
19.	Admission Charges	No	Yes
20.	Usage Fee for Use of the Stadium and Other Payments	Yes, subject to the provisions of the Agreement	No, subject to the provisions of the Agreement
21.	Indexation	No	Yes
22.	Accounting	No	Yes
23.	Event Tickets	No	Yes
24.	Staff	No	Yes
25.	Marketing	No	Yes
26.	Agents, Representatives and Future Operators	Yes	No
27.	Liability of the Club	Yes	No
28.	Police	No	Yes, save that in respect of Clause 28.2, the Operator shall have no liability for such costs and expenses unless the Operator is otherwise liable for such costs and expenses in accordance with the Agreement or a Primary User Change pursuant to Schedule 9 (Change Control Process) of the Agreement
29.	Publicity	Yes	Yes

WH Agreement		
Ref.	Title	Operator
30.	Exclusive Contractors and Personnel	Yes
31.	Leases and Agreement for Retail Space and/or Office Space Underleases	31.4
32.	Parking	Yes
33.	Force Majeure	Yes
34.	Termination	No
35.	Effect of Termination	No
36.	Value Added Tax	Yes
37.	Gross-Up	Yes
38.	Set-Off	Yes
39.	Entire Agreement	Yes
40.	Further Assurance	Yes
41.	Confidentiality and Announcements	Yes
42.	Freedom of Information	No
43.	Severance	Yes

WH Agreement			
Ref.	Title	Grantor (E20)	Operator
44.	Changes to the Parties and Amendment	Yes	No
45.	Exclusion and Limitation of Liability	Yes	Yes
46.	Indemnities	Yes, save for Clause 46.4 unless such loss was caused by the Grantor and 46.6	Yes
47.	Key Obligations	No, save for 47.2(c) to the extent the losses are caused by a breach by the Grantor, and 47.3	Yes
48.	Intellectual Property	48.2, 48.3, 48.4, 48.7, 48.9, 48.10, 48.11, 48.13	Yes, except for 48.2, 48.3, 48.4, 48.7 48.9, 48.10, 48.11, and 48.13 (and subject to Clause 20 (Intellectual Property Rights) of the Agreement
49.	Governing Law	Information	
50.	Expert Determination	No	Yes
51.	Other Disputes	Yes	No
52.	Legal Relationship	Information	
53.	Notices	Yes	Yes
54.	Third Party Rights	Information	
55.	Survival	Information	
56.	Counterparts	Information	

WH Agreement			
Ref.	Title	Grantor (E20)	Operator
	Schedule		
1.	Stadium Plans, Island Plan, Seating Plan and Park Plan	Information	
Part 1	Stadium Plans	Information	
Part 2	Island Plan	Information	
Part 3	Seating Plan	Information	
Part 4	Park Plan	Information	
Part 5	Sublease Plans	Information	
Part 6	Reserved Areas	Information	
2.	Excluded Categories	Yes	Yes
3.	Stadium Specifications	Information	
4.	Community Plan objectives and Requirements	Yes	Yes
5.	Ticketing Policy and Requirements	Information	
Part 1	Number and Type of Tickets	Information	

WH Agreement		
Ref.	Title	Operator
		Grantor (E20)
Part 2	Ticketing Terms and Conditions	Information
Part 3	Season Ticket Terms and Conditions	Information
Part 4	Ticketing Policy	Information
6.	Event Calendar Policy	No
7.	Insurance	No (subject to its obligations to insure under the Agreement) Yes (subject to the Grantor's obligations to insure under the Agreement) provided that the Operator shall not be obliged to hold any insurance beyond that stipulated in the Agreement.
8.	Commercially Sensitive Information	Yes
Part 1	Commercially Sensitive Contractual Provisions	Yes
Part 2	Commercially Sensitive Material	Yes
9.	Stadium Naming Rights	Yes
10.	Park Branding Restrictions	Yes
Part 1	Park Branding Restrictions	Yes
11.	Form of Direct Undertaking	Yes
		No

WH Agreement		
Ref.	Title	Operator
12.	Stadium Naming Rights Protocol	Grantor (E20) Information
13.	[Intentionally Removed]	Not Applicable
14.	Club's Marks	Information
15.	[Intentionally removed]	Not Applicable

Responsibility Matrix – UKA Agreement

Where the column relating to a party states "Yes" or states a sub-clause reference, then that party is responsible for fulfilling the obligations or exercising the rights of the Grantor within that provision.

Where both parties are stated to be responsible for the Grantor's obligation or rights, that obligation will primarily be for the Operator except to the extent that the Grantor is the only party able to fulfil the obligation at a particular time or circumstance.

Where the column relating to a party states "No" or states only a sub-clause reference, then, save in respect of the stated sub-clause, that party is not responsible for fulfilling the obligations or exercising the rights of the Grantor within that provision, although the Grantor reserves the right to enforce all provisions of the Primary Usage Agreements at its discretion, subject to Clause 3 (Relationship of the Parties and Appointment) of the Agreement.

The Operator shall have no responsibility for complying with, nor for the consequences of failing to comply with, any provision which has been intentionally redacted in the Primary Usage Agreements set out in Schedules 17 (Redacted WH Agreement), 18 (Redacted UKA Agreement) and 19 (Redacted ER2015 Agreement).

UKA Agreement		
Ref.	Title	Operator
1.	Definitions and	Grantor (E20) Information

UKA Agreement		
Ref.	Title	Grantor (E20) Operator
	Interpretation	
2.	Term	Information
3.	Pre-Concession Works and Commencement Date	Yes 3.8 only
4.	Athletics Event Calendar	No Yes
5.	UKA Events	No Yes
6.	Major Championship & Major Sporting Events	6.1(e) Yes
7.	Athletics Event Management	No Yes
8.	UKA Covenants	No Yes, save that in respect of Clause 8.27(a), the Operator shall have no liability for such costs and expenses unless the Operator is otherwise liable for such costs and expenses in accordance with the Agreement or a Primary User Change pursuant to Schedule 9 (Change Control Process) of the Agreement
9.	Grantor Covenants	9.8 only, save that the Grantor must comply with its obligations under Clauses 5.6 and 9.1 of the Agreement. Yes (the Grantor acknowledges that the Agreed Capacity is subject to the outcome of the Transformation Works (as defined in the Agreement) which are the responsibility of the Grantor as between the Grantor and the Operator).
10.	Naming and Signage	10.1(b), 10.1(e) (subject to the terms of the fulfilment of 10.2(g) shall not be in breach of Clause 20.4

UKA Agreement		
Ref.	Title	Operator
	Rights	(g) (Intellectual Property Rights) of the Agreement),
11.	UKA Personnel	No Yes
12.	Health and Safety	No Yes, to the extent that the Grantor Consents, as referred to in the UKA Agreement, relate to the Operator in its capacity as a stadium venue operator (as opposed to owner).
13.	Insurance	No, except for 13.2 (subject to its obligations to insure under the Agreement) Yes, except for 13.2 and subject always that: (a) the Operator shall not be obliged to hold any insurance beyond that stipulated in the Agreement; and (b) UKA's liability for payment of the deductibles shall be the responsibility of the Grantor
14.	Maintenance	No Yes
15.	Postponement, Cancellation or Relocation of Athletics Events	No, except for 15.3(d) Yes, except for 15.3(d)
16.	Refreshments, Catering and Ancillary Services	No Yes
17.	Admission Charges	No Yes
18.	Maintenance Fee, Super Profit Payment and Operating Costs Payments	No Yes

UKA Agreement			
Ref.	Title	Grantor (E20)	Operator
19.	Indexation	No	Yes
20.	Accounting	No	Yes
21.	Athletics Event Tickets	No	Yes
22.	Staff	No	Yes
23.	Marketing	Yes	Yes
24.	Agents and Future Operators	Yes	No
25.	Police	No	Yes
26.	Exclusive Contractors and Personnel	Yes	Yes
27.	Force Majeure	Yes	Yes
28.	Termination	Yes	No
29.	Effect of Termination	Yes	No
30.	Value Added Tax	No	Yes
31.	Gross-Up	No	Yes
32.	Set-Off	No	Yes
33.	Entire Agreement	Yes	Yes

UKA Agreement

Ref.	Title	Grantor (E20)	Operator
34.	Further Assurance	Yes	Yes
35.	Confidentiality and Announcements	Yes	Yes
36.	Freedom of Information	Yes	No
37.	Severance	Yes	Yes
38.	Changes to the Parties and Amendment	Yes	No
39.	Exclusion and Limitation of Liability	Yes	Yes
40.	Indemnities	Yes, save for 40.3 unless such loss was caused by the Grantor and 40.5	Yes
41.	Intellectual Property	41.2, 41.3, 41.4, 41.9, 41.10, 41.11	Yes
42.	Governing Law	Information	
43.	Expert Determination	No	Yes
44.	Other Disputes	No	Yes
45.	Legal Relationship	Information	
46.	Notices	Yes	Yes
47.	Third Party Rights	Information	

UKA Agreement			
Ref.	Title	Grantor (E20)	Operator
48.	Survival	Information	
49.	Counterparts	Information	
	Schedule		
1.	Stadium Plans, Island Plan, Seating Plan and Park Plan	Information	
Part 1	Stadium Plan	Information	
Part 2	Seating Plan	Information	
Part 3	Island Plan	Information	
Part 4	Park Plan	Information	
2.	Excluded Categories	Yes	Yes
3.	Stadium Specifications	Information	
4.	Ticketing Policy and Requirements	Information	
Part 1	Number and Type of Tickets	Information	
Part 2	Ticketing Terms and Conditions	Information	

UKA Agreement			
Ref.	Title	Grantor (E20)	Operator
Part 3	Ticketing Policy	Information	
5.	Insurance	No (subject to its obligations to insure under the Agreement)	Yes (subject to the Grantor's obligations to insure under the Agreement)
6.	Commercially Sensitive Information	Information	
Part 1	Commercially Sensitive Contractual Provisions	Information	
Part 2	Commercially Sensitive Material	Information	
7.	Park Branding Restrictions	Yes	Yes
Part 1	Park Branding Restrictions	Yes	Yes
Part 2	Located In Mark	Information	
8.	UKA's Marks	Information	
9.	Community Plan	Yes	Yes

Responsibility Matrix – England Rugby 2015

Where the column relating to a party states "Yes" or states a sub-clause reference, then that party is responsible for fulfilling the obligations or exercising the rights of the Grantor within that provision. Where the Grantor is obliged to procure that LLDC shall fulfil certain obligations then such obligations shall reside with the Grantor.

Where both parties are stated to be responsible for the Grantor's obligation or rights, that obligation will primarily be for the Operator except to the extent that the Grantor is the only party able to fulfil the obligation at a particular time or circumstance.

Where the column relating to a party states "No" or states only a sub-clause reference, then, save in respect of the stated sub-clause, that party is not responsible for fulfilling the obligations or exercising the rights of the Grantor within that provision, although the Grantor reserves the right to enforce all provisions of the Primary Usage Agreements at its discretion subject to Clause 3 (Relationship of the Parties and Appointment) of the Agreement.

The Operator shall have no responsibility for complying with, nor for the consequences of failing to comply with, any provision which has been intentionally redacted in the Primary Usage Agreements set out in Schedules 17 (Redacted WH Agreement), 18 (Redacted UKA Agreement) and 19 (Redacted ER2015 Agreement).

England Rugby 2015		E20	Operator
Ref.	Title		
1	DEFINITIONS AND INTERPRETATION	Information	
2	APPOINTMENT AND DURATION	Information	
3	DELIVERY OF VENUE TO STADIUM SPECIFICATION	Yes	To attend meetings referred to in 3.9 and 3.10 if requested and 3.22 (but only to the extent that the Operator is otherwise liable under the Agreement and excluding always any breaches of the Transformation Works Tier 1 Contract)
4	[NOT USED]		
5	OTHER EVENTS	No	Yes

England Rugby 2015

Ref.	Title	E20	Operator
6	PROCUREMENT AND MAINTENANCE OF THE PITCH	Yes	No
7	ACCESS TO THE VENUE PRIOR TO EXCLUSIVE USE PERIOD	7.1, 7.2, 7.2A, 7.4, 7.5, 7.6 (to the extent E20 consent required for access)	7.3 and 7.7
8	LICENSING AND TEST EVENT PROGRAMME	No	Yes, subject to Clause 5 (Transformation Period) and to the extent that the Grantor Consents, as referred to in the ER2015 Agreement, relate to the Operator in its capacity as a stadium venue operator (as opposed to owner) and further the Grantor acknowledges that the spectator capacity is subject to the outcome of the Transformation Works (as defined in the Agreement) which are the responsibility of the Grantor as between the Grantor and the Operator)
9	OVERLAY WORKS	9.3	Yes, save to the extent the Overlay Works (as defined in the ER2015 Agreement) are the responsibility of the Transformation Works Contractor
10	USE OF VENUE BY ER2015	10.1 and 10.3 (to the extent that E20 consent is required for access)	Yes, except for 10.1 and in relation to clause 10.3 subject to Clause 10 (The Site) of the Agreement and the Underleases.
11	CONDITION OF VENUE DURING EXCLUSIVE USE PERIOD	11.2 and 11.5	Yes, and in relation to 11.2, as limited by the Operator's scope of Services set out in Schedule 2 (Services Specification) of the Agreement
12	PROVISION OF THE SERVICES BY VENUE	No	Yes, as limited by the Operator's scope of Services set out

England Rugby 2015			
Ref.	Title	E20	Operator
	OWNER		in Schedule 2 (Services Specification) of the Agreement
13	ACCESS TO VENUE FOLLOWING EXCLUSIVE USE PERIOD	13.1, 13.3, 13.4 (to the extent E20 consent required for access)	Yes
14	COMMERCIAL RIGHTS	Yes	No, subject to the Operators rights under Clause 20 (Intellectual Property Rights) of the Agreement
15	PAYMENT	Yes	No
16	AUDIT RIGHTS	Yes	No
17	PROJECT MANAGEMENT	No	Yes
18	OPERATIONAL PLANNING	18.3 and 18.4	Yes, provided that in relation to 18.1 the Operator shall have no liability in respect of the failure to provide first draft Operational Plans by the Interim draft Submission deadline (as set out in Schedule 9 (Operational Plans))
19	COMMUNICATION, REPORTING AND MEETINGS	19.3 and 19.4	Yes (including 19.3 and 19.4 which are joint obligations)
20	PERSONNEL	No	Yes
21	PLANT, MACHINERY AND EQUIPMENT	21.1 (as limited by the Contractor & QEOP Operator scope of Services set out in Schedule 2 (Services Specification) of the Agreement)	Yes

England Rugby 2015

Ref.	Title	E20	Operator
22	SUSTAINABILITY	No	Yes
23	ASSIGNMENT AND SUBCONTRACTING	Yes	No
24	INTELLECTUAL PROPERTY RIGHTS	Yes	No
25	CONFIDENTIALITY	Yes	Yes
26	INSURANCE	Yes, 26.1 (a), (b) & (c), 26.2, 26.3 and 26.4	26.1 (c) and (d), 26.3 and 26.4 only and subject always that: (a) the Operator shall not be obliged to hold any insurance beyond that stipulated in the Agreement; and (b) the Concessionaire's liability for payment of the deductibles shall be the responsibility of the Grantor
27	WARRANTIES	Yes	No, except for 27.1(g)
28	NO MARKETING RIGHTS	Yes	Yes
29	REMEDIES	Yes	Yes (save for 29.4)
30	LIABILITY	Information	
31	FORCE MAJEURE	Yes	Yes
32	CANCELLATION OF THE TOURNAMENT	Yes	32.1(a), 32.1(b) and 32.1(e)
33	DISPUTE RESOLUTION	Yes	Yes

England Rugby 2015			
Ref.	Title	E20	Operator
34	MISCELLANEOUS	Yes	Yes
	SCHEDULE 1: THE VENUE	Information	
	SCHEDULE 2: MATCH SCHEDULE	No	Yes
	SCHEDULE 3: STADIUM SPECIFICATION	Information	
	SCHEDULE 4: VENUE HIRE FEE	Information	
	SCHEDULE 5: MATCH DAY SERVICES	No	Yes, as limited by the Operator's scope of Services set out in Schedule 2 (Services Specification) of the Agreement
	SCHEDULE 6: SPECTATOR CATERING	No	Yes
	SCHEDULE 7: COMMERCIAL RIGHTS	Information	
	SCHEDULE 8: THE PARTIES' REPRESENTATIVES	Information	
	SCHEDULE 9: OPERATIONAL PLANS	No	Yes, provided that the Operator shall have no liability in respect of the failure to provide first draft Operational Plans by the Interim draft Submission deadline (as set out in

England Rugby 2015		
Ref.	Title	Operator
		E20
		Schedule 9 (Operational Plans))
	SCHEDULE 10: CRITICAL DECISION DATES	Not applicable
	SCHEDULE 11: KEY DATES	Information

Responsibility Matrix – Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London		
Ref.	Title	Operator
	E20	
OST.1	Time limits/compliance	Not Applicable
OST.2	Approvals in Writing	Not Applicable
OST.3	Works in accordance with approvals	Not Applicable
OST.4	Works in accordance with approvals	Not Applicable
OST.5	Notice of Commencement	Not Applicable
OST.6	Development in accordance with the Environmental Statement	Not Applicable
OST.7	Lighting Strategy and details	Not Applicable
OST.8	Restriction on lighting	Not Applicable
OST.9	Wayfinding and Signage Strategy	Not Applicable
OST.10	External Materials	Not Applicable
OST.11	External Materials	Not Applicable
OST.12	Southern Lifts and Stairs	Not Applicable
OST.13	Sustainable Materials	Not Applicable
OST.14	Sustainable Materials	Not Applicable
OST.15	Stadium Spectator Facilities Buildings	Not Applicable

Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20	Operator
	and Structures		
OST.16	Stadium Spectator Facilities Buildings and Structures	Not Applicable	Not Applicable
OST.17	Concessionaire Building	Not Applicable	Not Applicable
OST.18	Access and Inclusion	Not Applicable	Not Applicable
OST.19	Stadium Signage	Not Applicable	Not Applicable
OST.20	Landscaping	Not Applicable	Not Applicable
OST.21	Replacement of trees and shrubs	Not Applicable	Not Applicable
OST.22	Management and Maintenance	Not Applicable	Not Applicable
OST.23	Security Measures	Not Applicable	Not Applicable
OST.24	Community Athletics Track	Not Applicable	Not Applicable
OST.25	Drainage Details	Not Applicable	Not Applicable
OST.26	Bridge design details	Not Applicable	Not Applicable
OST.27	Bridge design details	Not Applicable	Not Applicable
OST.28	Bridge design details	Not Applicable	Not Applicable
OST.29	Retail floorspace	Not Applicable	Not Applicable
OST.30	Community Athletics and Sports	Not Applicable	Not Applicable

Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20	Operator
	facilities		
OST.31	Community Athletics and Sports facilities	Not Applicable	Not Applicable
OST.32	Community Athletics and Sports facilities	Not Applicable	Not Applicable
OST.33	Stadium Use and Capacity	No	Comply
OST.34	Stadium Use and Capacity	No	Comply
OST.35	Stadium Use and Capacity	No	Comply
OST.36	Stadium Use and Capacity	No	Comply
OST.37	Stadium Use and Capacity	No	Comply
OST.38	Stadium Use and Capacity	No	Comply
OST.39	Bridges	Not Applicable	Not Applicable
OST.40	Hours of Operation	No	Comply
OST.41	Hours of Operation	No	Comply
OST.42	Hours of Operation	No	Comply
OST.43	Floodlight and Public Address system use	No	Comply
OST.44	Community Track/Concessionaire	No	Comply

Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20	Operator
	Building hours of use		
OST.45	Interim Uses	No	Comply
OST.46	Deconstruction and decommissioning works	Not Applicable	Not Applicable
OST.47	Environmental Manager	Not Applicable	Not Applicable
OST.48	Code of construction Practice and subsidiary documents	Not Applicable	Not Applicable
OST.49	Code of construction Practice and subsidiary documents	Not Applicable	Not Applicable
OST.50	Code of construction Practice and subsidiary documents	Not Applicable	Not Applicable
OST.51	Demolition waste	Not Applicable	Not Applicable
OST.52	WRAP halving waste to landfill	Not Applicable	Not Applicable
OST.53	Construction Works in accordance with Approved Documents	Not Applicable	Not Applicable
OST.54	Hours of Construction Work	Not Applicable	Not Applicable
OST.55	Approval of On Site Construction Facilities	Not Applicable	Not Applicable
OST.56	Construction Fence	Not Applicable	Not Applicable

Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20	Operator
OST.57	Construction delivery arrangements	Not Applicable	Not Applicable
OST.58	Construction Dust	Not Applicable	Not Applicable
OST.59	Construction noise and vibration	Not Applicable	Not Applicable
OST.60	Construction noise and vibration	Not Applicable	Not Applicable
OST.61	Construction noise and vibration	Not Applicable	Not Applicable
OST.62	Construction noise and vibration	Not Applicable	Not Applicable
OST.63	Construction noise and vibration	Not Applicable	Not Applicable
OST.64	Sustainable Waste	Not Applicable	Not Applicable
OST.65	Sustainable Waste	Not Applicable	Not Applicable
OST.66	Removal of buildings and equipment on completion	Not Applicable	Not Applicable
OST.67	Building height limits	Not Applicable	Not Applicable
OST.68	Permitted Development	No	Comply
OST.69	Permitted Development	Not Applicable	Not Applicable
OST.70	Validation of Olympic Consents Remediation Works	Not Applicable	Not Applicable
OST.71	Global Remediation Strategy	Not Applicable	Not Applicable

Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20		Operator
OST.72	Remediation Statement		Not Applicable	Not Applicable
OST.73	Remediation Statement	Protection	Method	Not Applicable
OST.74	Remediation Statement	Protection	Method	Not Applicable
OST.75	Site Specific Remediation Strategy		Not Applicable	Not Applicable
OST.76	Remediation Method Statement		Not Applicable	Not Applicable
OST.77	Remediation Works		Not Applicable	Not Applicable
OST.78	Remediation Works		Not Applicable	Not Applicable
OST.79	Remediation validation and protection		Not Applicable	Not Applicable
OST.80	Remediation validation and protection		Not Applicable	Not Applicable
OST.81	Foundation details		Not Applicable	Not Applicable
OST.82	Unexpected contamination		Not Applicable	Not Applicable
OST.83	Quality of imported fill		Not Applicable	Not Applicable
OST.84	Treatment Centres		Not Applicable	Not Applicable
OST.85	Sustainability		Not Applicable	Not Applicable
OST.86	Sustainability		Not Applicable	Not Applicable

Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20	Operator
OST.87	Sustainability	Not Applicable	Not Applicable
OST.88	Sustainability	Not Applicable	Not Applicable
OST.89	Sustainability	Not Applicable	Not Applicable
OST.90	Sustainability	Not Applicable	Not Applicable
OST.91	Sustainability	No	Undertake
OST.92	Sustainability	Not Applicable	Not Applicable
OST.93	Sustainability	Not Applicable	Not Applicable
OST.94	Sustainability	No	Undertake
OST.95	Travel Plan Coordinator	No	Undertake
OST.96	Travel Plan Steering Group	No	Undertake
OST.97	Non Event Day Travel Plan	No	Undertake
OST.98	Event Day and Sports Event Day Travel Plans	No	Undertake
OST.99	Carparking	No	Comply & Undertake
OST.100	Coach Parking Strategy	No	Undertake
OST.101	Taxi Management Strategy	No	Undertake
OST.102	Cycle Parking	Not Applicable	Not Applicable

Planning Permission Application Ref. 12/00066/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20	Operator
OST.103	Delivery and Servicing Strategy	No	Undertake
OST.104	Biodiversity Habitat	Not Applicable	Not Applicable
OST.105	Biodiversity Habitat	No	Undertake
OST.106	Open Space Provision	Not Applicable	Not Applicable
OST.107	Protection of trees and habitat	No	Comply
OST.108	Event Management Plans	No	Undertake
OST.109	Event Management Plan scope	No	Comply
OST.110	Event Management Plan Compliance	No	Comply
OST.111	Event Management Coordinator	No	Undertake
OST.112	Event Management Coordination Framework	No	Undertake
OST.113	Noise Management Plan	No	Undertake
OST.114	Noise Management Plan scope	No	Comply
OST.115	Noise Management Plan Compliance	No	Comply
OST.116	Stadium Public Address system	Yes	No
OST.117	Operational Plant Noise and Extract Systems	Yes	No

Planning Permission Application Ref. 12/000666/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20	Operator
OST.118	Operational Plant Noise and Extract Systems	No	Comply
OST.119	Stadium Management Group	No	Comply
OST.120	Stadium Management Group	No	Comply
OST.121	Community Facilities/Access	Contribute	Undertake
OST.122	Stadium Community Liaison Group	Contribute	Undertake
OST.123	Rugby World Cup Temporary Structures	TBA	TBA
OST.124	Rugby World Cup Temporary Advertisements	TBA	TBA
OST.125	Rugby World Cup Temporary Access Routes	TBA	TBA
OST.126	Rugby World Cup Event Management Plan	TBA	TBA
OST.127	Rugby World Cup Noise Management Plan	TBA	TBA
OST.128	Rugby World Cup Event Travel Strategy	TBA	TBA
OST.129	Rugby World Cup Hours of Use	TBA	TBA
OST.130	Rugby World Cup Hours of Use	TBA	TBA
OST.131	Rugby World Cup Bridges	TBA	TBA

Planning Permission Application Ref. 12/000666/FUM: Olympic Stadium Site PDZ3 Olympic Park London

Ref.	Title	E20	Operator
OST.132	Rugby World Cup Floodlights and Public Address System	TBA	TBA
OST.133	Rugby World Cup Public Address System	TBA	TBA
OST.134	Rugby World Cup Operational Waste Management Strategy	TBA	TBA

Responsibility Matrix – Section 106

Section 106		E20	Operator
Ref.	Title		
1	INTERPRETATION	Information	
2	EFFECT OF THIS AGREEMENT	Information	
3	CONDITIONALITY	Information	
4	THE DEVELOPER'S COVENANTS WITH THE LPA	Yes	Comply & Undertake
5	THE LPA'S COVENANTS WITH THE DEVELOPER	Information	
6	NOTICES	Not Applicable	Not Applicable
7	SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT	Yes	Yes
8	VERIFICATION AND ENFORCEMENT	No	Comply
9	APPROVAL	Information	
10	REFUSAL NOTICE	No	Undertake
11	DISPUTE RESOLUTION	Undertake	Report
12	NO WAIVER	Not Applicable	Not Applicable
13	DUTY TO ACT REASONABLY AND IN GOOD FAITH	Comply	Comply

Section 106

Ref.	Title	E20	Operator
14	EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	Not Applicable	Not Applicable
15	JURISDICTION AND LEGAL EFFECT	Not Applicable	Not Applicable
16	EXECUTION	Not Applicable	Not Applicable
SCHEDULE 1	TRANSPORT	Yes	Undertake
SCHEDULE 2	EVENT MANAGEMENT PLAN	No	Undertake
SCHEDULE 3	DESIGN	Yes	Yes
SCHEDULE 4	EMPLOYMENT AND TRAINING	No	Comply
SCHEDULE 5	SUSTAINABILITY	Undertake	Comply
SCHEDULE 6	COMPENSATORY HABITAT	Undertake	Comply
SCHEDULE 7	COMMUNITY TRACK	No	Comply
APPENDIX 1	CALCULATION OF SUSTAINABLE TRANSPORT CONTRIBUTION	Information	Information
PART 1		Information	Information
PART 2		Information	Information
APPENDIX 2	DRAFT PLANNING PERMISSION	Information	Information
APPENDIX 3	SUPPLEMENTAL SECTION 106 AGREEMENT	Information	Information

Section 106		
Ref.	Title	Operator
		E20
APPENDIX 4	PLAN OF OLYMPIC STADIUM ISLAND	Information
APPENDIX 5	SITE PLAN	Information
APPENDIX 6	PLAN SHOWING EXTENT OF TAXI PICK UP AND DROP OFF MONITORING	Information
APPENDIX 7	PLAN SHOWING EXTENT OF COACH PICK UP AND DROP OFF MONITORING	Information
APPENDIX 8	PERMISSIVE PATHS PLAN	Information
APPENDIX 9	PROPOSED EVENT DAY STADIUM CPZ AREA	Information
APPENDIX 10	EXTENT OF GREENWAY	Information
APPENDIX 11	KEY UNDERGROUND AND RAIL ROUTES	Information
APPENDIX 12	KEY BUS ROUTE MONITORING AREA	Information
APPENDIX 13	ILLUSTRATION OF IN CHANNEL WALL MOUNTED REED PLANTERS	Information
APPENDIX 14	COMPENSATORY HABITAT PLAN	Information

Responsibility Matrix – Planning Permission Application Ref. 12/00227/OUT: Land within PDZ2 between City Mill River and Waterworks River

Planning Permission Application Ref. 12/00227/OUT: Land within PDZ2 between City Mill River and Waterworks River		E20	
Ref.	Title	(In so far as it relates to the Operator's performance of the Services)	Operator
SL1	Time Limit	Not applicable	Comply
SL2	Temporary Planning Permission	No	Comply
SL3	Approvals in Writing	No	Comply
SL4	Works in accordance with approvals	No	Comply
SL5	Commencement Notice	Not applicable	Not applicable
SL6	Design Code for the Temporary Buildings	No	Comply
SL7	Reserved Matters for the Event Pavilion	No	Comply
SL8	Reserved Matters for the Exhibition Building	No	Comply
SL9	Reserved Matters for the Lay-by	No	Comply
SL10	Design and Access Statement	No	Comply
SL11	Design to Protect Against Crime	No	Comply
SL12	Inclusive Design Standards	No	Comply
SL13	Protecting Design Quality - Statement	No	Comply re SL15
SL14	Landscape - Hardworks	Not applicable	Not applicable

Planning Permission Application Ref. 12/00227/OUT: Land within PDZ2 between City Mill River and Waterworks River			
Ref.	Title	E20 (in so far as it relates to the Operator's performance of the Services)	Operator
SL15	Details of Lighting	No	Comply
SL16	Surface Water Drainage	Not applicable	Not applicable
SL17	Management and Maintenance Plan	No	Comply
SL18	Boundary Fencing	No	Comply
SL19	Highway Temporary Access	No	Comply
SL20	Events Management Coordination Framework	No	Comply
SL21	Events at the Events Lawn	No	Comply
SL22	Event Management Plan	No	Comply
SL23	Travel Plan	No	Comply
SL24	Cycle access routes and cycle parking	No	Comply
SL25	Cycle Hire Scheme	Not applicable	Not applicable
SL26	Coach and blue badge monitoring requirements for Exhibition Building	No	Comply
SL27	Wayfinding Strategy	Not applicable	Not applicable
SL28	CCTV Conversion Framework	No	Comply

Planning Permission Application Ref. 12/00227/OUT: Land within PDZ2 between City Mill River and Waterworks River

Ref.	Title	E20 (In so far as it relates to the Operator's performance of the Services)	Operator
SL29	Removal of Temporary Games Facilities	Comply	No
SL30	Construction Workers' Parking Spaces	Not applicable	Not applicable
SL31	Construction Programme	Not applicable	Not applicable
SL32	Building height limits	No	Comply
SL33	Statutory Undertakers' Equipment	No	Comply
SL34	Construction Waste Management Plan	No	Comply
SL35	Code of Construction Practice and Delivery Arrangements	No	Comply
SL36	Hours of work	No	Comply
SL37	Section 61 Control of Pollution	No	Comply
SL38	Approval of On-Site Construction Facilities	No	Comply
SL39	Permitted Development	No	Comply
SL40	Permitted Development	No	Comply
SL41	Permitted Development	No	Comply
SL42	Construction Noise and Vibration	No	Comply

Planning Permission Application Ref. 12/00227/OUT: Land within PDZ2 between City Mill River and Waterworks River			
Ref.	Title	E20 (in so far as it relates to the Operator's performance of the Services)	Operator
SL43	Noise – Residential Properties	No	Comply
SL44	Noise – Educational Premises	No	Comply
SL45	Piling	No	Comply
SL46	Vibration – sensitive receptors	No	Comply
SL47	Construction Dust	No	Comply
SL48	Operational Noise and Extract Systems	No	Comply
SL49	Details of ventilation/plant/etc	No	Comply
SL50	Grease trap details	No	Comply
SL51	Removal of Construction Buildings and Construction Equipment on Completion	No	Comply
SL52	Signage and advertising	No	Comply
SL53	Foundation and excavation details	No	Comply
SL54	Discharge of Remediation Conditions Protocol	Not applicable	Not applicable
SL55	Global Remediation Strategy	Not applicable	Not applicable
SL56	Intrusive Investigation Method Statement	Not applicable	Not applicable

Planning Permission Application Ref. 12/00227/OUT: Land within PDZ2 between City Mill River and Waterworks River

Ref.	Title	(in so far as it relates to the Operator's performance of the Services)	Operator
		E20	
SL57	Site Specific Remediation Strategy	Not applicable	Not applicable
SL58	Remediation Method Statements	Not applicable	Not applicable
SL59	Intrusive Investigation Method Statements, Site Specific Remediation Strategies and Remediation Method Statements	Not applicable	Not applicable
SL60	Protection and Validation of Remediation	Not applicable	Not applicable
SL61	Remediation monitoring	Not applicable	Not applicable
SL62	Unexpected Contamination	No	Comply to the extent the contamination that is encountered is caused by the Operator, its employees, agents or subcontractors.
SL63	Quality of imported fill	Submitted**	No
SL64	Replacement of Trees	No	Not applicable
SL65	Utility structures	Not applicable	Comply
SL66	Emissions and Renewable Energy - parklands	No	Comply***
SL67	Parklands Water supply and use	No	Not applicable
SL68	Removal and reinstatement strategy	No	Comply
SL69	Halo lighting masts and wind turbines	No	Not applicable

*See QEOP Park Management Plan 2014-19 approved in order to discharge this condition.

**Pending consideration

*** in relation to lighting installed by the Operator

Responsibility Matrix – Planning Permission Application 14/00037/FUL: Queen Elizabeth Olympic Park

Planning Permission Application 14/00037/FUL: Queen Elizabeth Olympic Park		Planning Permission Application 14/00037/FUL: Queen Elizabeth Olympic Park	
Ref.	Title	E20 (in so far as it relates to the Operator's performance of the Services)	Operator
1	Temporary Planning Permission	No	Comply
2	Works in accordance with the approvals	No	Comply
3	Development in accordance with the Environmental Statement	No	Comply
4	Event Management	No	Comply
5	Noise Management Plan	No	Comply
6	Hours of Operation	No	Comply
7	Construction	No	Comply
8	Mitigation of Noise impact	No	Comply
9	Public Address and Lighting	No	Comply
10	Buildings and Structures	No	Comply
11	Submission of Events Programme	No	Comply
12	Mitigation of Cumulative Effects	No	Comply
13	Mitigation of noise impact	No	Comply

Schedule 17
Redacted WH Agreement

See attached CD

Schedule 18
Redacted UKA Agreement

See attached CD

Schedule 19
Redacted ER2015 Agreement

See attached CD

Schedule 20

Redacted Retractable Seating Agreement

See attached CD

Schedule 21

Part 1 Stadium Island Lease

See attached CD

Part 2 Community Track Lease

See attached CD

Schedule 22

Underleases

Form of Community Track Underlease

Dated 201

E20 STADIUM LLP (1)

AND

LONDON STADIUM 185 LIMITED (2)

**LEASE OF
COMMUNITY TRACK
ADJACENT TO THE OLYMPIC STADIUM**

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease

201

LR2. Title number(s)

LR2.1 Landlord's title number(s)
TGL392838

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

E20 STADIUM LLP a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ

Tenant

LONDON STADIUM 185 LIMITED a company limited by shares incorporated in England and Wales (registration number 09359341) whose registered office is at 1 Park Row, Leeds, LS1 5AB

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The premises known as the **Community Track** adjacent to the **Olympic Stadium, Queen Elizabeth Olympic Park, East London** more fully described in the **Property Register of Title TGL392838**.

LR5. Prescribed statements etc.

None

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property or to acquire an interest in other land.

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease.

None

LR9.3 Landlord's contractual rights to acquire this lease.

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

None

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

None

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None

BETWEEN:

- (1) **E20 STADIUM LLP** a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ ("the **Landlord**") (which expression shall include successors in title; and
- (2) **LONDON STADIUM 185 LIMITED** a company limited by shares incorporated in England and Wales (registration number 09359341) whose registered office is at 1 Park Row, Leeds, LS1 5AB ("the **Tenant**") (which expression shall include its successors in title)

1 **Definitions and Interpretations**

1.1 **Definitions** in this Lease the following expressions have the following meanings:

"**Act**" includes unless a contrary intention is stated (without limitation) any Act of Parliament whether named in this Lease or not and whether in force today or not and any subsequent statutory re-enactment or modification of any Act of Parliament in any order regulation directive bye-law rule consent or licence made or granted under any Act of Parliament or by any public authority or by any Court of competent jurisdiction

"**Contract**" means an Agreement dated 2015 and made between the Landlord (1) London Legacy Development Corporation (2) and the Tenant (3)

"**Enactment**" means:

- (a) any Act of Parliament and
- (b) any European Community or other supra-national legislation having the force of law in the United Kingdom

and references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it

"**Head Lease**" means the lease of the Community Track dated 20 December 2013 between the London Legacy Development Corporation (1) and the Landlord (2)

"**Landlord**" means the Landlord named above and any other person entitled at any time to the immediate reversion to this Lease

"**Lease**" means this Lease including where the context so admits any Supplemental Documents

"**Legal Obligation**" means any obligation from time to time created by any Enactment or Authority which relates to the Premises or its use

"**Premises**" means the Community Track adjacent to the Olympic Stadium, Queen Elizabeth Olympic Park, East London more fully described in the Property Register of Title TGL392838

"**Services**" and "**South Park Commencement Date**" have the same meanings as in the Contract

"**Supplemental Documents**" any deed agreement licence memorandum letter or other document which is or becomes supplemental to this Lease

"Tenant" the Tenant named above and any successor in title to that person from time to time

"Tenant Covenant" means any obligation in this Lease to be complied with by the Tenant.

"Term" means a term of years commencing on [to be inserted being the Stadium Opening Date] and expiring at 23:59 hours on the day immediately prior to the twenty-fifth (25th) anniversary of the South Park Commencement Date (subject to earlier determination)

"Termination Date" means the date of expiry of the Term or any earlier date on which this Lease shall end for any reason

"VAT" means Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function

1.2 **Interpretation** the following rules of interpretation apply to this Lease:

- (a) rights to be enjoyed by the Tenant in common with the Landlord are to be enjoyed also in common with all persons authorised by the Tenant and the Landlord and any superior landlord and any other person having similar rights
- (b) obligations undertaken by more than a single person are joint and several obligations and where more than one person is bound to a condition in this Lease then all those persons are bound jointly and severally
- (c) every obligation undertaken by the Landlord under Clause 5 is a covenant by the Landlord with the Tenant and every obligation undertaken by the Tenant under Clause 4 is a covenant by the Tenant with the Landlord
- (d) where any act is prohibited the Tenant will also not knowingly permit or passively allow that act to be done
- (e) the Tenant covenants with the Landlord to comply with every condition to which it is bound under this Lease
- (f) the expression "person" includes a company corporation individual partnership unincorporated association or other body legally capable of holding land
- (g) any reference to a Clause or Schedule by number is a reference to that numbered Clause of or Schedule to this Lease
- (h) the headings to Clauses Schedules or Paragraphs of this Lease are for ease of reference only and are not to be used for the purpose of construing this Lease

2 **Demise, Rights, Reservations, Title Matters**

2.1 The Landlord HEREBY DEMISES the Premises to the Tenant for the Term subject to and with the benefit of the matters set out in the Head Lease

3 **Rent**

From and including the date of this Lease the Tenant will pay if demanded the yearly rent of one peppercorn plus VAT

4 **Tenant's General Obligations**

4.1 User

- (a) the Tenant will not use the Premises or any part thereof for any illegal act or purpose
- (b) the Tenant will not carry on at the Premises any activities which are inconsistent with the performance by the Tenant or the Landlord of their respective rights and obligations under the Contract

4.2 Alienation

- (a) subject to Sub-clauses (b) (c) and (d) below not to assign underlet or part with the possession or occupation of the whole or any part of the Premises save for an assignment of the whole of the Premises to an assignee of the whole of the Tenant's interest in the Contract (and if the Tenant shall assign to a third party the whole of its interest under the Contract in accordance with the terms thereof then the Tenant shall forthwith assign to that third party the whole of its interest under this Lease)
- (b) within one month following any assignment of this Lease the Tenant will deliver to the Landlord a copy (certified by a firm of solicitors as a true copy of the original) of the document evidencing or effecting that assignment together with any reasonable registration fee which the Landlord may require
- (c) the Tenant will ensure that contemporaneously with any assignment of the whole of the Premises the assignee enters into a covenant with the Landlord to comply with the tenant's obligations and the conditions contained in this Lease
- (d) the Tenant shall be permitted to share occupation of part of the Premises (including grant of a licence) with a party to a sub contract permitted by the Contract.

4.3 Notices

- (a) in this Clause 4.3 "Notice" means any written permission notice order or proposal relevant to the Premises or to the use of the Premises whether or not contained within a communication dealing also with other subject matter
- (b) within seven days of receipt by the Tenant of any Notice given to the Tenant or the occupier of the Premises the Tenant will give to the Landlord full particulars and a copy of the Notice
- (c) subject to there being no inconsistency with the provisions of the Contract and without prejudice to the Landlord's obligations thereunder the Tenant will take all necessary steps to comply with any Notice

4.4 Adverse Rights

The Tenant will not knowingly permit any encroachment upon the Premises or the acquisition of any new right to light air drainage or other right over any part of the Premises and will give written notice to the Landlord of any threat of encroachment or acquisition of that nature

4.5 Yielding Up

At the Termination Date the Tenant will yield up the Premises in accordance with the obligations on the part of the Tenant contained in this Lease and for the avoidance of doubt the Tenant shall not under any circumstances be entitled to remove from the Premises any items affixed thereto at the Termination Date notwithstanding that the same constitute tenant's fixtures and fittings

4.6 Defective Premises

The Tenant will give written notice to the Landlord of any defect in the Premises which may give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the duty of care imposed on the Landlord under the Defective Premises Act 1972 and the Tenant will display and maintain all notices which the Landlord may from time to time be required to be displayed at the Premises having regard to any obligation which may become imposed on the Landlord under the said Act

5 Landlord's General Obligations

5.1 General

The Landlord agrees that the Tenant may hold and use the Premises without any interruption by the Landlord (except as authorised by this Lease) or any person rightfully claiming through under or in trust for the Landlord

6 The Contract

The Landlord and the Tenant will comply with all the provisions on their parts contained in the Contract and none of the covenants on the part of the Landlord or the Tenant in this Lease shall impose a greater or additional obligation than the corresponding condition (if any) in the Contract

7 Notices

Any notice or other communication given or made under this Lease shall be in writing and served in accordance with the provisions of Clause 39.4 of the Contract.

8 Termination

In the event that:

- (a) the Contract shall terminate by effluxion of time; or
- (b) the Contract shall be wholly terminated (other than by effluxion of time) pursuant to the terms thereof;

either party may determine this Lease by serving written notice on the other and on service of such notice this Lease will determine forthwith but without prejudice to any claim by either party hereto against the other in respect of any antecedent breach of the terms of this Lease or any other matter arising therefrom

9 Exclusion of sections 24-28 Landlord and Tenant Act 1954

9.1 The Landlord has served on the Tenant a notice dated 2015 in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order") in relation to the tenancy created by this Lease.

9.2 The Tenant, or a person duly authorised by the Tenant, has in relation to that notice made a statutory declaration dated 2015 in the form set out in paragraph 8 of Schedule 2 to the Order.

9.3 Where that declaration was made by a person other than the Tenant, the Tenant confirms that the declarant was duly authorised by the Tenant to make the declaration on the Tenant's behalf.

9.4 The Landlord and the Tenant confirm that the notice and declaration referred to in the previous clauses were respectively served on and made by the Tenant or the duly authorised person before the Tenant became contractually bound to enter into the tenancy created by this Lease.

9.5 The Landlord and the Tenant agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease.

10 Exclusion of Third Party Rights

It is hereby agreed and declared that a person who is not a party to this Lease shall not be entitled in his own right to enforce any term of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.

11 Landlord and Tenant (Covenants) Act 1995

This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

IN WITNESS whereof the parties have executed this Lease as a deed

Form of Stadium Island Site Underlease

Dated **201**

E20 STADIUM LLP (1)

AND

LONDON STADIUM 185 LIMITED (2)

**LEASE OF
STADIUM ISLAND SITE**

NB: The West Ham Office Space Underlease and the West Ham Retail Units and Box Office Underlease are to be granted on the commencement date as defined in the WH Agreement. The Plan is a plan showing the area of the Legatum Academy edged red.

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease 201

LR2. Title number(s) LR2.1 Landlord's title number(s)
TGL392837

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

E20 STADIUM LLP a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ

Tenant

LONDON STADIUM 185 LIMITED a company limited by shares incorporated in England and Wales (registration number 09359341) whose registered office is at 1 Park Row, Leeds, LS1 5AB

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The premises known as **Stadium Island Site, Queen Elizabeth Olympic Park, East London** more fully described in the in the Property Register of Title TGL392837.

LR5. Prescribed statements etc.

None

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1

LR7. Premium

None

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property or to acquire an interest in other land.

None

LR9.2 Tenant's covenant to (or offer to) surrender this lease.

None

LR9.3 Landlord's contractual rights to acquire this lease.

None

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

See clause 2.1 (a)

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

See clause 2.1 (b)

LR12. Estate rentcharge burdening the Property

None

LR13. Application for standard form of restriction

None

BETWEEN:

- (1) **E20 STADIUM LLP** a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10 1 Stratford Place Mantfichet Road London E20 1EJ ("the Landlord") (which expression shall include successors in title; and
- (2) **LONDON STADIUM 185 LIMITED** a company limited by shares incorporated in England and Wales (registration number 09359341) whose registered office is at 1 Park Row, Leeds, LS1 5AB ("the Tenant") (which expression shall include its successors in title)

1 Definitions and Interpretations

1.1 **Definitions** in this Lease the following expressions have the following meanings:

"Act" includes unless a contrary intention is stated (without limitation) any Act of Parliament whether named in this Lease or not and whether in force today or not and any subsequent statutory re-enactment or modification of any Act of Parliament in any order regulation directive bye-law rule consent or licence made or granted under any Act of Parliament or by any public authority or by any Court of competent jurisdiction

"Contract" means an Agreement dated 2015 and made between the Landlord (1) London Legacy Development Corporation (2) and the Tenant (3)

"Enactment" means:

- (a) any Act of Parliament and
- (b) any European Community or other supra-national legislation having the force of law in the United Kingdom

and references (whether specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it

"Estate Contribution" has the same meaning as in the Head Lease;

"Head Lease" means the lease of the Stadium Island Site dated 20 December 2013 between the London Legacy Development Corporation (1) and the Landlord (2)

"Landlord" means the Landlord named above and any other person entitled at any time to the immediate reversion to this Lease

"Lease" means this Lease including where the context so admits any Supplemental Documents

"Legal Obligation" means any obligation from time to time created by any Enactment or Authority which relates to the Premises or its use

"Plan" means the plan reference [to be completed] annexed to this Lease

"Premises" means Stadium Island Site, Queen Elizabeth Olympic Park, East London more fully described in the Property Register of Title TGL392837 excluding:

- (a) the Retained Land;

- (b) the West Ham Retail Units and Box Office; and
- (c) the West Ham Office Space

"Retained Land" means the land adjoining or adjacent to the Premises shown edged red on the Plan being the site of the Legatum Academy

"Rights Granted" means:

- (a) the rights reserved by clause 3.1 of the West Ham Retail Units and Box Office Underlease and clause 3.1 of the West Ham Office Space Underlease; and
- (b) a right to use conduits on the Premises granted for the benefit of the Premises in a disposition of the Retained Land

"Rights Reserved" means:

- (a) the rights reserved by clause 3.2 of the West Ham Retail Units and Box Office Underlease and clause 3.2 of the West Ham Office Space Underlease; and
- (b) such rights of support, rights of light, rights to connect to and use conduits, and rights of access for the purpose of works to the Premises as are from time to time reserved for the benefit of the Premises out of a disposition of the Retained Land

"Services" and **"South Park Commencement Date"** have the same meanings as in the Contract

"Supplemental Documents" any deed agreement licence memorandum letter or other document which is or becomes supplemental to this Lease

"Tenant" the Tenant named above and any successor in title to that person from time to time

"Tenant Covenant" means any obligation in this Lease to be complied with by the Tenant.

"Term" means a term of years commencing on [to be inserted being the Stadium Opening Date] and expiring at 23:59 hours on the day immediately prior to the twenty-fifth (25th) anniversary of the South Park Commencement Date (subject to earlier determination)

"Termination Date" means the date of expiry of the Term or any earlier date on which this Lease shall end for any reason

"VAT" means Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function

"West Ham Office Space" means the premises demised by the West Ham Office Space Underlease

"West Ham Office Space Underlease" means an underlease dated [] made between the Landlord and WH Holding Limited relating to office space being part of the Stadium, Queen Elizabeth Olympic Park, East London

"West Ham Retail Units and Box Office" means the premises demised by the West Ham Retail Units and Box Office Underlease

"West Ham Retail Units and Box Office Underlease" means an underlease dated [] made between the Landlord and WH Holding Limited relating to certain retail units and a box office being part of the Stadium, Queen Elizabeth Olympic Park, East London

1.2 **Interpretation** the following rules of interpretation apply to this Lease:

- (a) rights to be enjoyed by the Tenant in common with the Landlord are to be enjoyed also in common with all persons authorised by the Tenant and the Landlord and any superior landlord and any other person having similar rights
- (b) obligations undertaken by more than a single person are joint and several obligations and where more than one person is bound to a condition in this Lease then all those persons are bound jointly and severally
- (c) every obligation undertaken by the Landlord under Clause 5 is a covenant by the Landlord with the Tenant and every obligation undertaken by the Tenant under Clause 4 is a covenant by the Tenant with the Landlord
- (d) where any act is prohibited the Tenant will also not knowingly permit or passively allow that act to be done
- (e) the Tenant covenants with the Landlord to comply with every condition to which it is bound under this Lease
- (f) the expression "person" includes a company corporation individual partnership unincorporated association or other body legally capable of holding land
- (g) any reference to a Clause or Schedule by number is a reference to that numbered Clause or Schedule to this Lease
- (h) the headings to Clauses Schedules or Paragraphs of this Lease are for ease of reference only and are not to be used for the purpose of construing this Lease

2 Demise, Rights, Reservations, Title Matters

2.1 The Landlord HEREBY DEMISES the Premises to the Tenant for the Term subject to and with the benefit of the matters set out in the Head Lease:

- (a) together with the Rights Reserved subject to complying with the covenants contained in clause 3.3.2 of the West Ham Office Space Underlease and clause 3.3.2 of the West Ham Box Office and Retail Units Underlease
- (b) excepting and reserving the Rights Granted

3 Rent

From and including the date of this Lease the Tenant will pay if demanded the yearly rent of one peppercorn plus VAT

4 Tenant's General Obligations

4.1 User

- (a) the Tenant will not use the Premises or any part thereof for any illegal act or purpose
- (b) the Tenant will not carry on at the Premises any activities which are inconsistent with the performance by the Tenant or the Landlord of their respective rights and obligations under the Contract

4.2 Alienation

- (a) subject to Sub-clauses (b) (c) and (d) below not to assign underlet or part with the possession or occupation of the whole or any part of the Premises save for an assignment of the whole of the Premises to an assignee of the whole of the Tenant's interest in the Contract (and if the Tenant shall assign to a third party the whole of its

interest under the Contract in accordance with the terms thereof then the Tenant shall forthwith assign to that third party the whole of its interest under this Lease)

- (b) within one month following any assignment of this Lease the Tenant will deliver to the Landlord a copy (certified by a firm of solicitors as a true copy of the original) of the document evidencing or effecting that assignment together with any reasonable registration fee which the Landlord may require
- (c) the Tenant will ensure that contemporaneously with any assignment of the whole of the Premises the assignee enters into a covenant with the Landlord to comply with the tenant's obligations and the conditions contained in this Lease
- (d) the Tenant shall be permitted to share occupation of part of the Premises (including grant of a licence) with a party to a sub contract permitted by the Contract.

4.3 Notices

- (a) in this Clause 4.3 "Notice" means any written permission notice order or proposal relevant to the Premises or to the use of the Premises whether or not contained within a communication dealing also with other subject matter
- (b) within seven days of receipt by the Tenant of any Notice given to the Tenant or the occupier of the Premises the Tenant will give to the Landlord full particulars and a copy of the Notice
- (c) subject to there being no inconsistency with the provisions of the Contract and without prejudice to the Landlord's obligations thereunder the Tenant will take all necessary steps to comply with any Notice

4.4 Adverse Rights

The Tenant will not knowingly permit any encroachment upon the Premises or the acquisition of any new right to light air drainage or other right over any part of the Premises and will give written notice to the Landlord of any threat of encroachment or acquisition of that nature

4.5 Yielding Up

At the Termination Date the Tenant will yield up the Premises in accordance with the obligations on the part of the Tenant contained in this Lease and for the avoidance of doubt the Tenant shall not under any circumstances be entitled to remove from the Premises any items affixed thereto at the Termination Date notwithstanding that the same constitute tenant's fixtures and fittings

4.6 Defective Premises

The Tenant will give written notice to the Landlord of any defect in the Premises which may give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the duty of care imposed on the Landlord under the Defective Premises Act 1972 and the Tenant will display and maintain all notices which the Landlord may from time to time be required to be displayed at the Premises having regard to any obligation which may become imposed on the Landlord under the said Act

5 Landlord's General Obligations

5.1 General

The Landlord agrees that:

- (a) the Tenant may hold and use the Premises without any interruption by the Landlord

(except as authorised by this Lease) or any person rightfully claiming through under or in trust for the Landlord; and

- (b) the Landlord will perform the covenant for the payment of the Estate Contribution contained in the Head Lease.

6 The Contract

The Landlord and the Tenant will comply with all the provisions on their parts contained in the Contract and none of the covenants on the part of the Landlord or the Tenant in this Lease shall impose a greater or additional obligation than the corresponding condition (if any) in the Contract

7 Notices

Any notice or other communication given or made under this Lease shall be in writing and served in accordance with the provisions of Clause 39.4 of the Contract.

8 Termination

In the event that:

- (a) the Contract shall terminate by effluxion of time; or
- (b) the Contract shall be wholly terminated (other than by effluxion of time) pursuant to the terms thereof;

either party may determine this Lease by serving written notice on the other and on service of such notice this Lease will determine forthwith but without prejudice to any claim by either party hereto against the other in respect of any antecedent breach of the terms of this Lease or any other matter arising therefrom

9 Exclusion of sections 24-28 Landlord and Tenant Act 1954

9.1 The Landlord has served on the Tenant a notice dated _____ 2015 in the form set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order") in relation to the tenancy created by this Lease.

9.2 The Tenant, or a person duly authorised by the Tenant, has in relation to that notice made a statutory declaration dated _____ 2015 in the form set out in paragraph 8 of Schedule 2 to the Order.

9.3 Where that declaration was made by a person other than the Tenant, the Tenant confirms that the declarant was duly authorised by the Tenant to make the declaration on the Tenant's behalf.

9.4 The Landlord and the Tenant confirm that the notice and declaration referred to in the previous clauses were respectively served on and made by the Tenant or the duly authorised person before the Tenant became contractually bound to enter into the tenancy created by this Lease.

9.5 The Landlord and the Tenant agree that the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this Lease.

10 Exclusion of Third Party Rights

It is hereby agreed and declared that a person who is not a party to this Lease shall not be entitled in his own right to enforce any term of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999.

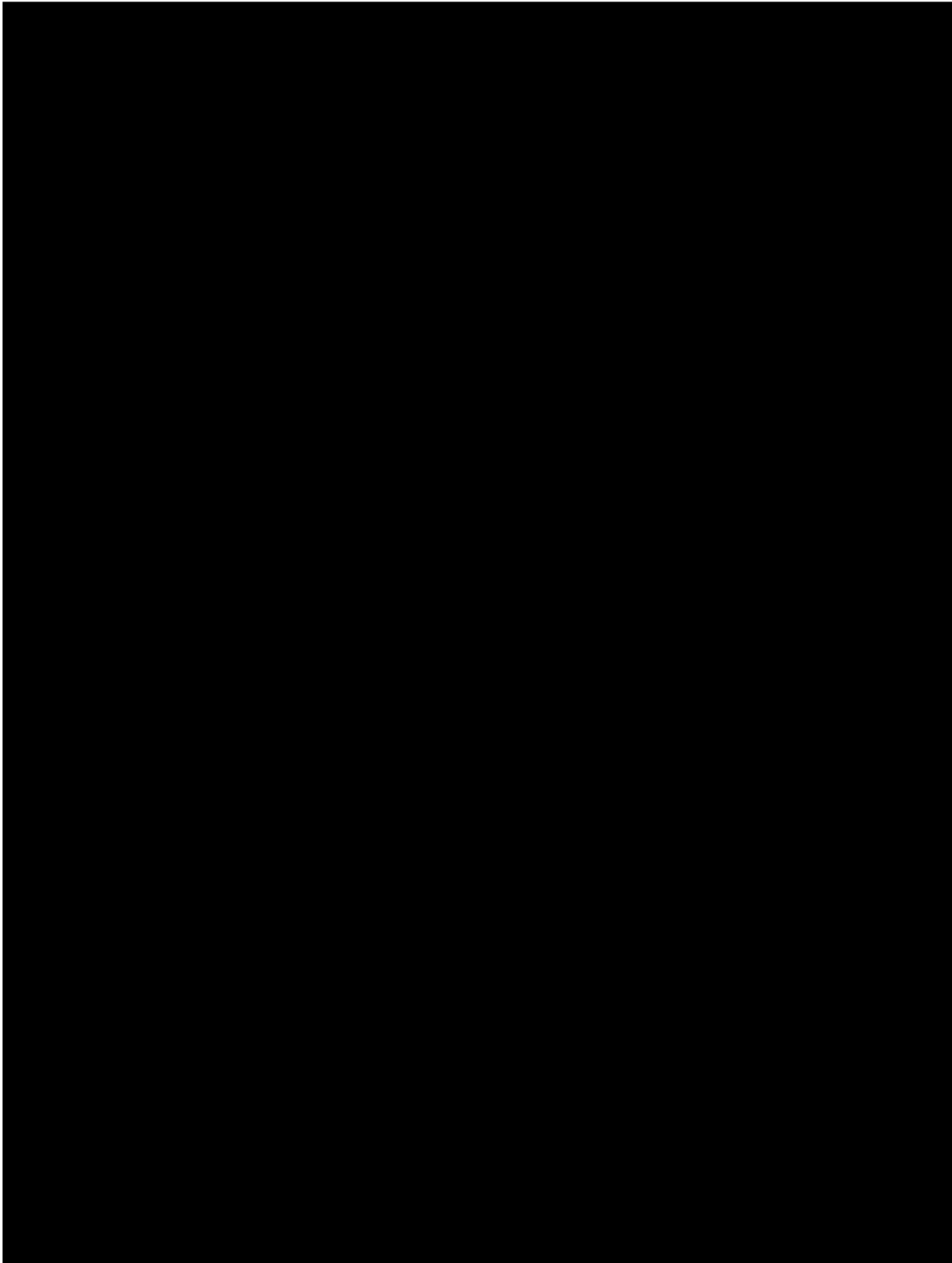
11 **Landlord and Tenant (Covenants) Act 1995**

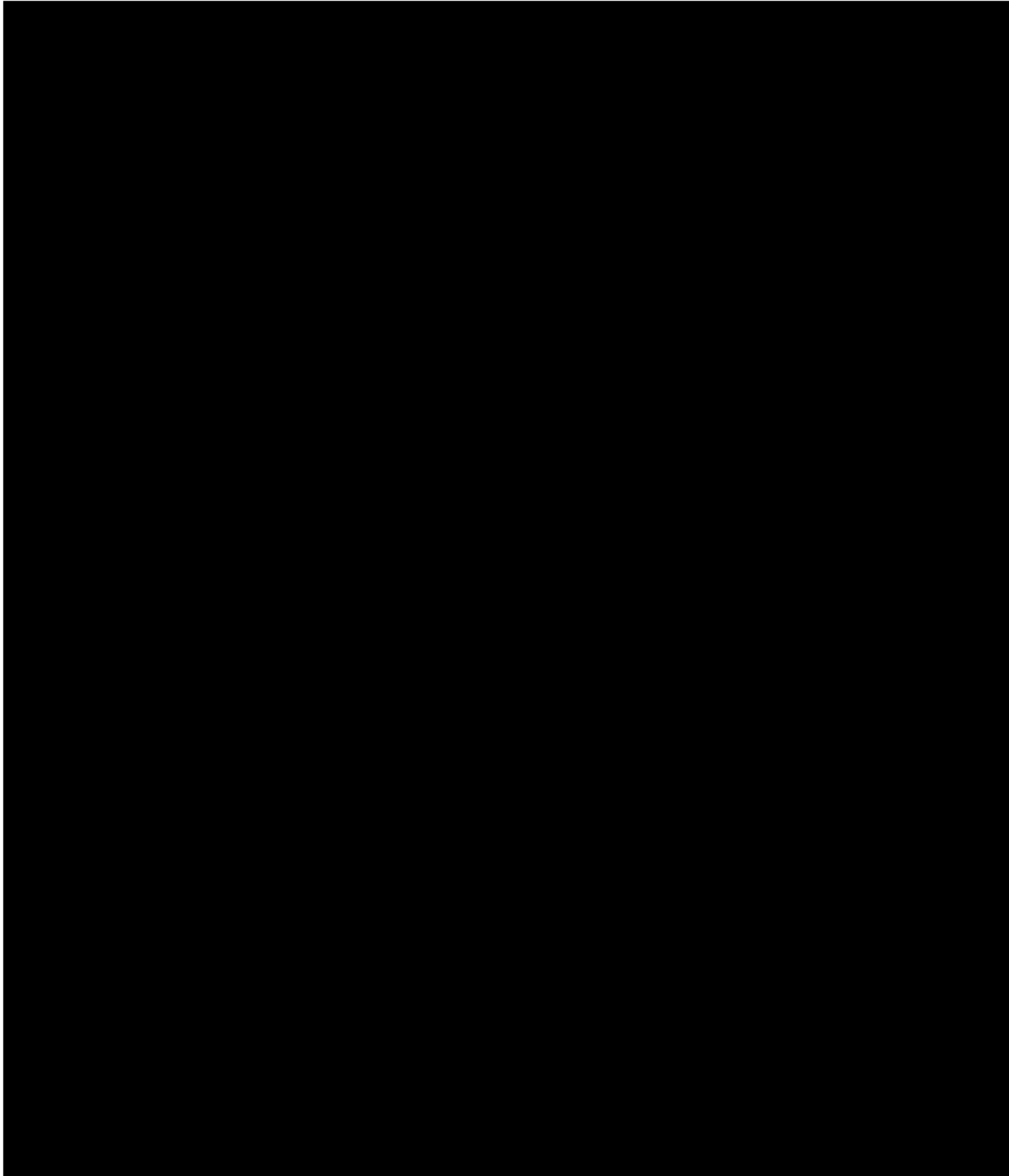
This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

IN WITNESS whereof the parties have executed this Lease as a deed

Schedule 23

Commercially Sensitive Information





Amendment of Schedule 23

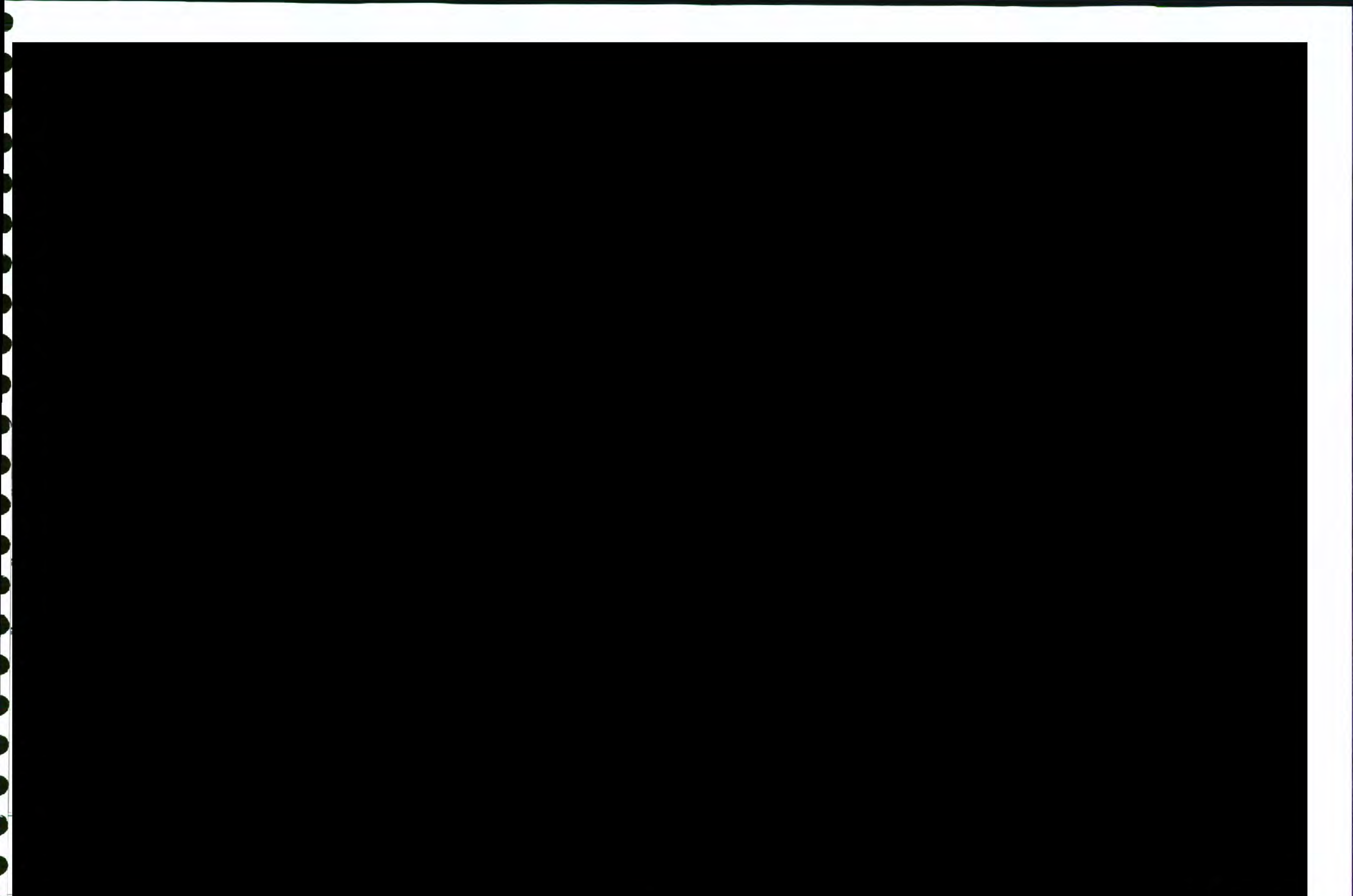
Without prejudice to, and subject to, the Grantor's obligations to disclose Confidential Information under the FOI Legislation of this Agreement, the parties may at any time, by the agreement in writing, amend the terms of this Schedule where the information contained within it ceases to fall within an exemption to disclosure under the FOI Legislation or where information held by the Grantor or the Operator under the terms of this Agreement and which is not currently listed in this Schedule becomes information which falls within such an exemption.

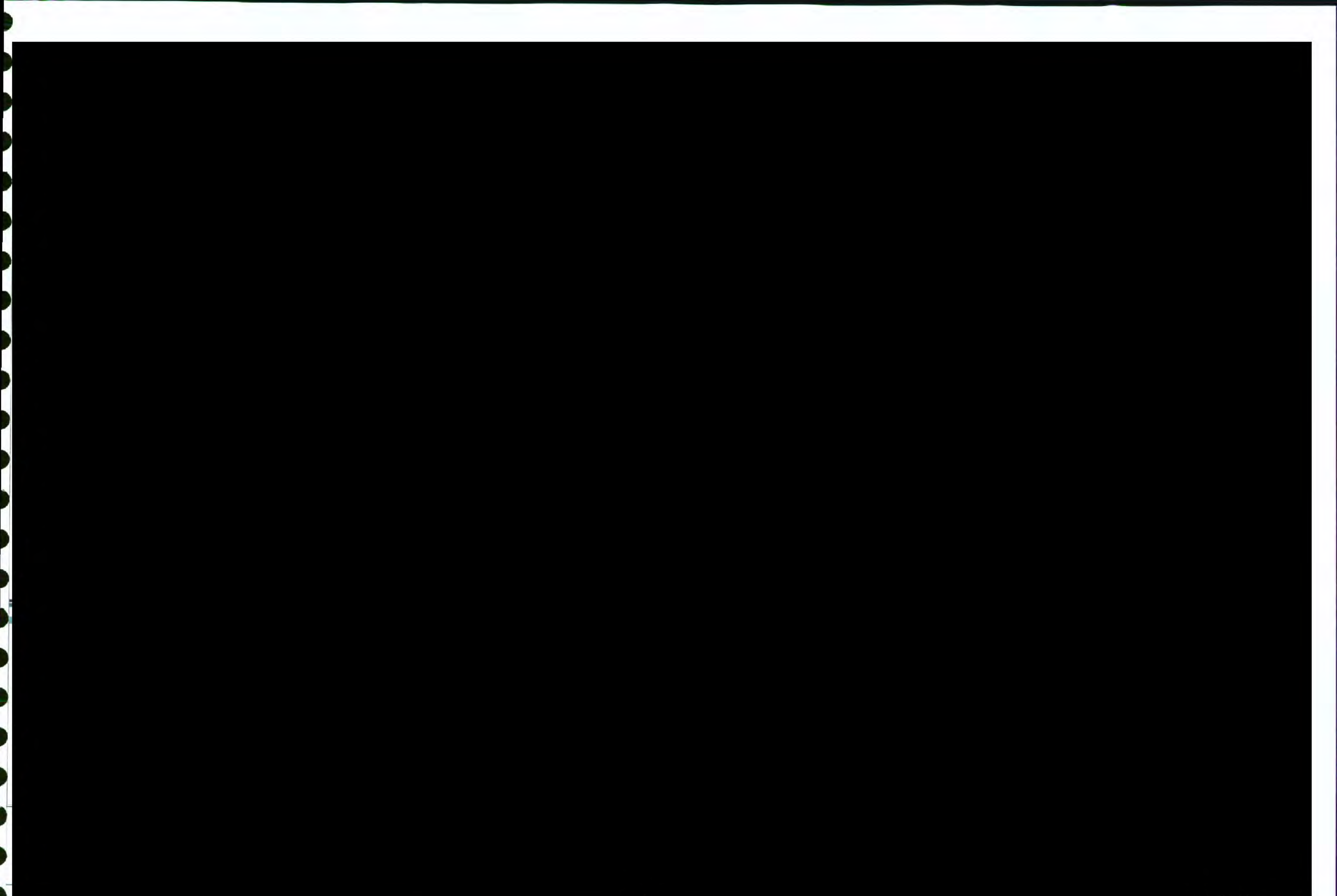
Schedule 24
Redacted LMT Agreement

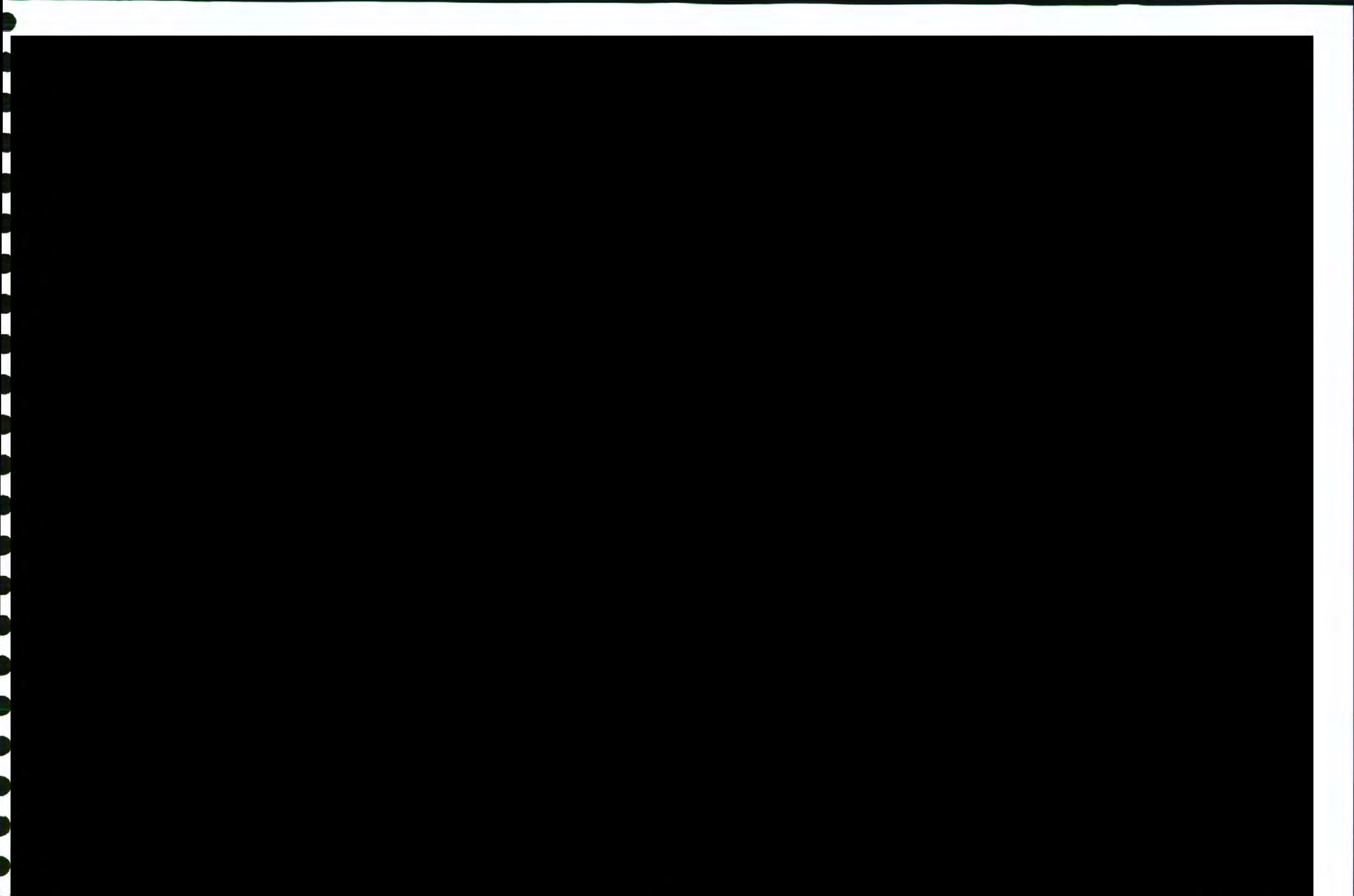
See attached CD

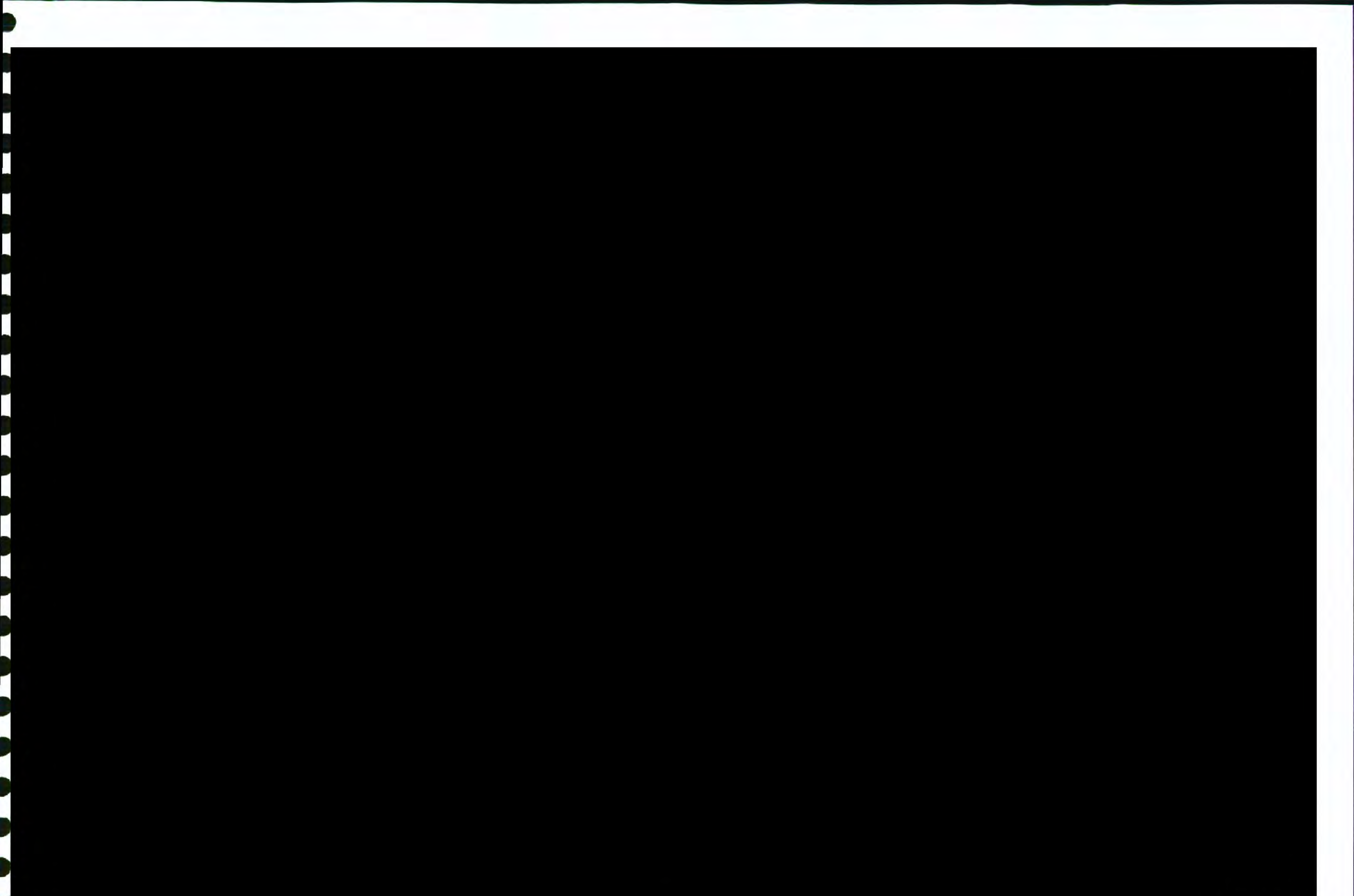
Schedule 25
Mobilisation Plan

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Schedule 26

Deed of Variation of Lease

Dated **2015**

LONDON LEGACY DEVELOPMENT CORPORATION (1)

AND

E20 STADIUM LLP (2)

DEED OF VARIATION

relating to

a lease of the Community Track

adjacent to the Olympic Stadium

Queen Elizabeth Olympic Park London

THIS DEED OF VARIATION is made the

2015

BETWEEN

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** whose principal office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ ("the Landlord")
- (2) **E20 STADIUM LLP** a limited liability partnership incorporated in England and Wales (registration number OC376732) whose registered office is at Level 10 1 Stratford Place Montfichet Road London E20 1EJ ("the Tenant")

INTRODUCTION

- (A) This deed is supplemental to the Lease which is described below.
- (B) The Landlord is entitled to the reversion immediately expectant on the determination of the Lease and the Lease is vested in the Tenant.
- (C) The Landlord and the Tenant have agreed that the Lease should be varied on the terms and in the manner set out in this deed.

THIS DEED WITNESSES THAT:

1. Definitions

- 1.1 In this deed, unless the context requires otherwise, the following words have the meanings set out below.

"Landlord" includes any other person for the time being entitled to the immediate reversion to the Lease.

"Lease" means a Lease of the Premises dated 20 December 2013 and made between the Landlord (1) The Tenant (2) registered at HM Land Registry with title number TGL392838 and includes any documents which are supplemental to or connected with it.

"New Provision" means the sub clause set out in Schedule 1.

"Premises" means the premises known as the Community Track adjacent to the Olympic Stadium Queen Elizabeth Olympic Park London which are more fully described in and demised by the Lease.

2. Interpretation

- 2.1 Where appropriate, words importing one gender include all other genders and words in the singular include the plural and vice versa.
- 2.2 Persons include companies and all other legal entities.
- 2.3 The headings and table of contents of this deed are for convenience only and shall not affect its interpretation.
- 2.4 Obligations undertaken by more than a single person are joint and several obligations.

3. Variation

- 3.1 The Landlord and the Tenant agree that the Lease is varied by the insertion of the New Provision and that from the date of this deed it shall be read and construed accordingly.

4. **Saving**

4.1 The Landlord the Tenant confirm that the covenants and conditions contained in the Lease, except as varied in this deed, are to continue in full force and effect.

5. **Memorandum**

5.1 The Landlord and the Tenant shall each endorse a memorandum of this deed on the Lease and the counterpart of it, and shall each supply the other with a certified copy of such memorandum within 14 days of the date of this deed.

6. **Registration**

6.1 The Landlord and the Tenant shall apply to the Land Registry to make the necessary entries in the registers of title number TGL392838 in order to give effect to the variation contained in this deed.

7. **Contracts (Rights of Third Parties) Act 1999**

7.1 A person who is not a party to this deed is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed.

EXECUTED as a deed by)
LONDON LEGACY DEVELOPMENT)
CORPORATION)
by the application of its common)
seal authenticated by)

.....

Authorised signatory

EXECUTED as a deed by **E20**)
STADIUM LLP acting by its Members)
LONDON LEGACY DEVELOPMENT)
CORPORATION and **NEWHAM**)
LEGACY INVESTMENTS LIMITED)

.....

Director of **NEWHAM LEGACY INVESTMENTS LIMITED**

[.....

Director of **NEWHAM LEGACY INVESTMENTS LIMITED**]

.....

Authorised signatory of **LONDON LEGACY DEVELOPMENT CORPORATION**

.....

Authorised signatory of **LONDON LEGACY DEVELOPMENT CORPORATION**

SCHEDULE

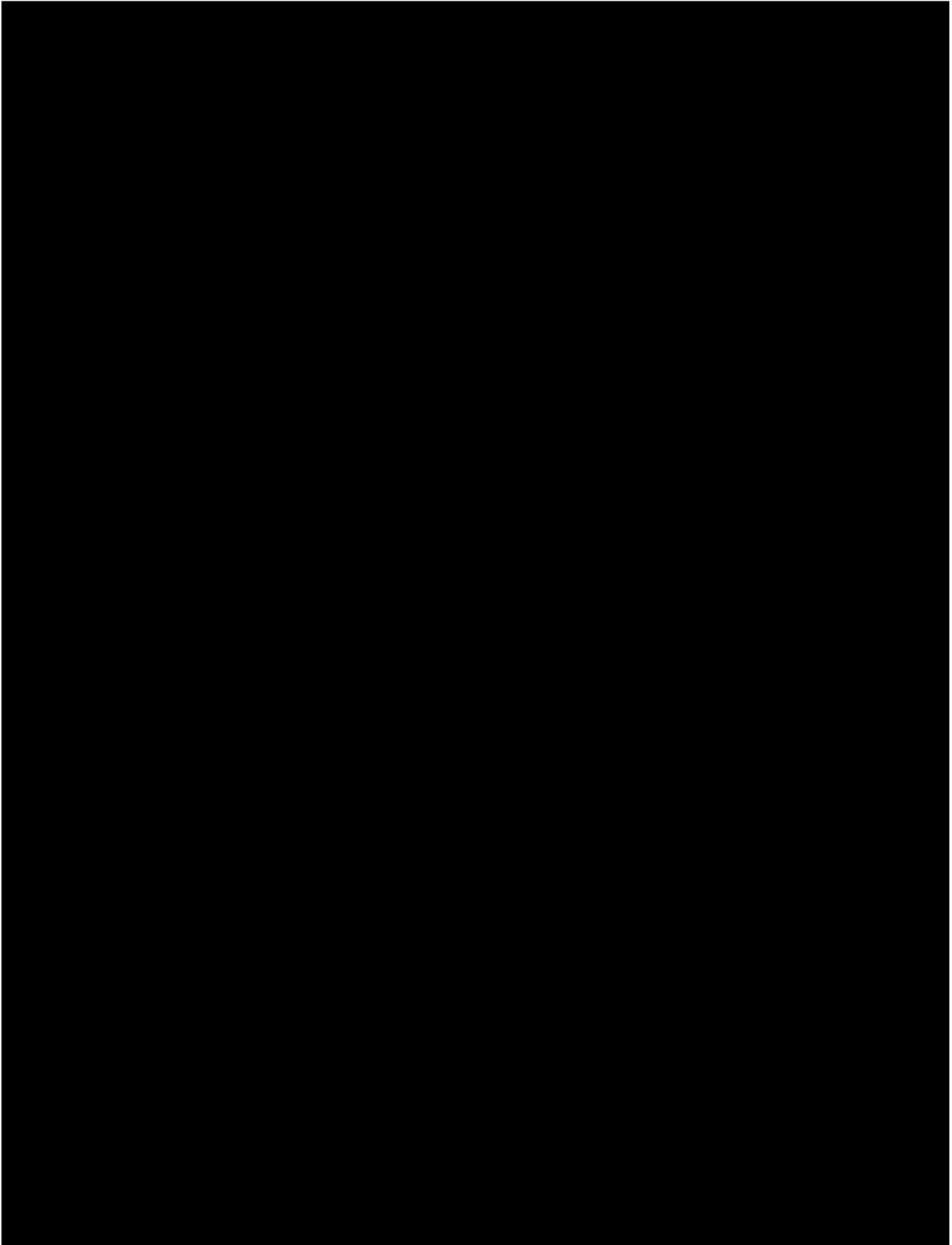
(New Provision)

10.1A Grant of Underlease

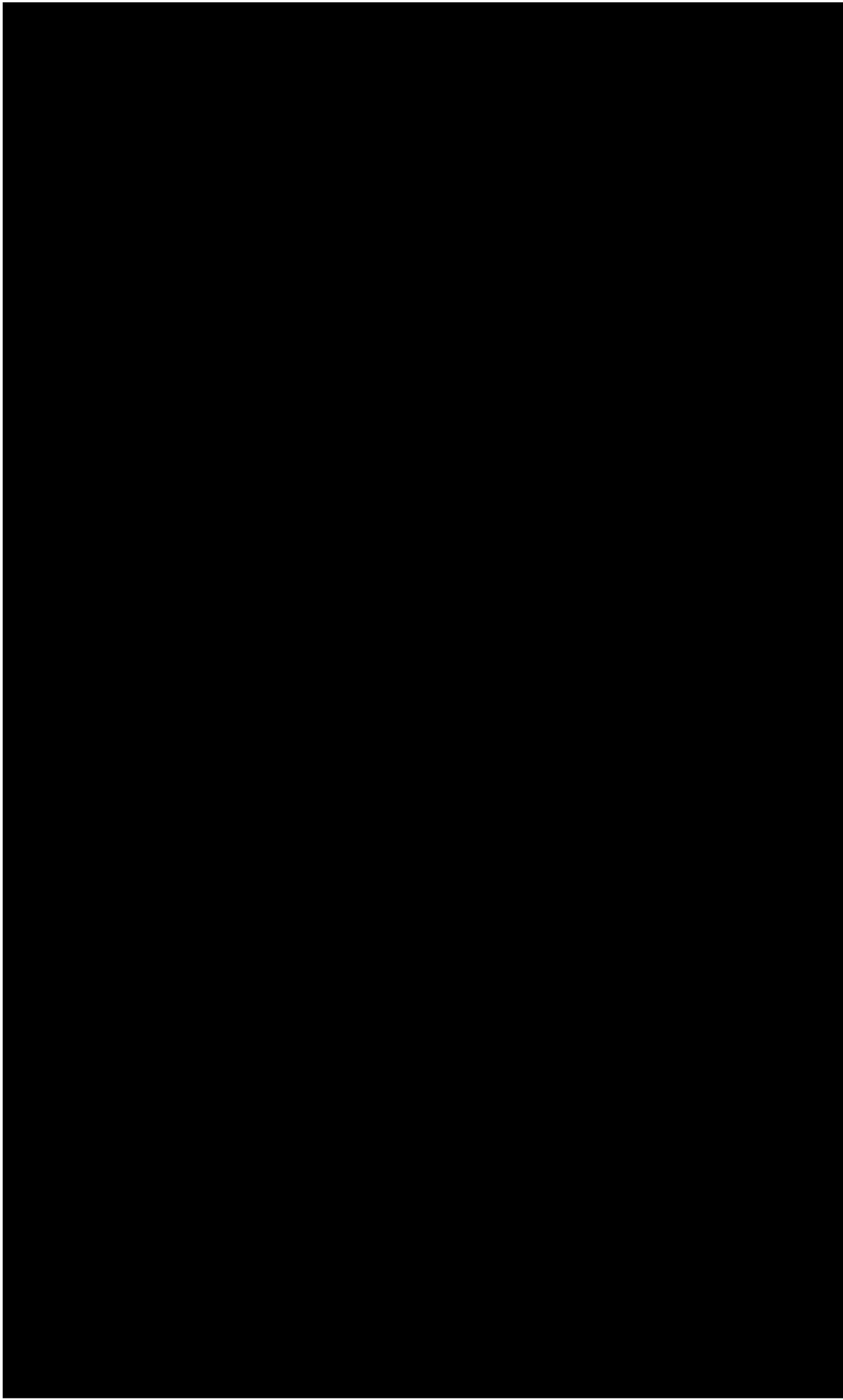
The Tenant may grant an underlease of the whole but not part of the Premises pursuant to an agreement for the management and operation of the Premises.

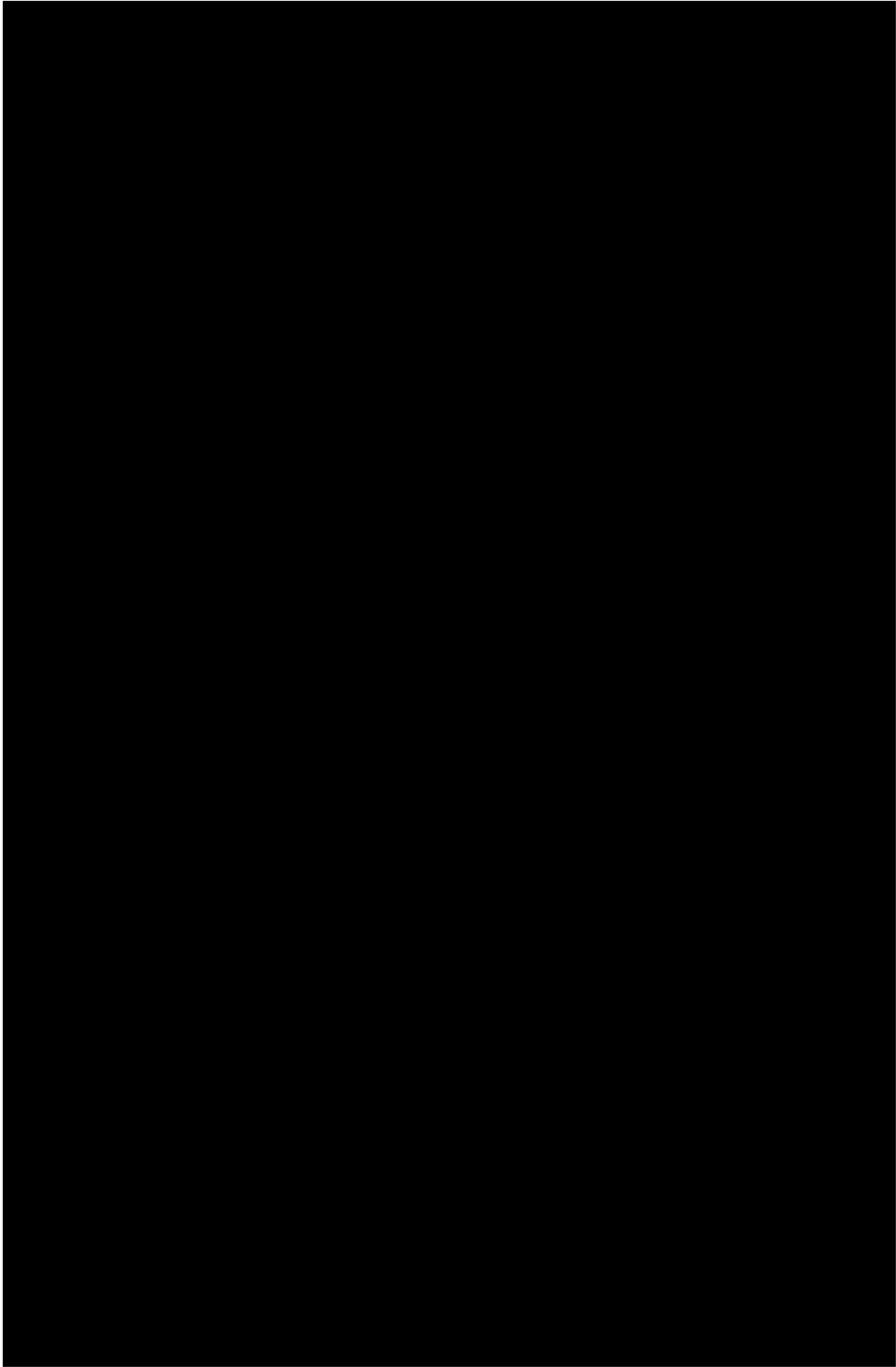
Schedule 27

Compensation on Termination



2





Appendix 1

Definitions and Drafting Conventions

1 In this Agreement:

DEFINITIONS:

2017 PAC	means the 2017 IPC World Paralympic Athletics Championships, which will be hosted at the Stadium in July 2017;
2017 WAC	means the 2017 IAAF World Athletics Championships, which will be hosted at the Stadium between 5th and 13th August 2017;
Additional Caterer Contribution	means as defined in Schedule 3 (Receivables and Payment);
Additional Content	means as defined in Schedule 3 (Receivables and Payment);
Adjusted Revenues	means as defined in Schedule 3 (Receivables and Payment);
Affiliate	means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company and "holding company" and "subsidiary" shall each have the meaning given to it in Section 1159 of the Companies Act 2006 save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;
Ambush Marketing	means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Games, the BOA or "Team GB";
Ancillary Rights	means a non-exclusive license at no cost to the Operator to enter and remain upon those parts of South Park (including the Kiosks) that the Operator requires in order to provide the Services and exploit the Opportunities (including without limitation to the forgoing to erect non-permanent structures including marquis kiosks and stages) and to grant temporary licences to third parties to provide Services on South Park in connection the Operator's use of South Park and the right where reasonably necessary at the cost of the Operator to connect in to the pipes, sewers, drains, mains, ducts, wires and cables in on or under South Park so that E20 or any of its successors in title, lessees or tenants may at any time on reasonable notice save in an emergency enter and remain upon South Park with or without its or their employees agents or contractors for any purpose which does not prevent or interfere with the performance of the Services;
Annual Club Record	means the record of information regarding spectator accommodation and safety management as required by the Football Spectators Act 1989, and submitted to the Sports

	Grounds Safety Authority on 1st August each Year;
Annual Covered Fixed Costs	means as defined in Schedule 3 (Receivables and Payment);
Annual Report	means as defined in Schedule 2 (Services Specification);
Applicable Laws	means all national, supranational, foreign or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant Regulatory Authorities which have the force of law together with any industry codes of practice in effect from time to time;
Applicable Leasehold Covenants	means the covenants on the tenant's part contained in: <ul style="list-style-type: none"> (a) the Stadium Island Lease in relation to the Stadium except the covenants in clauses 3.5, 3.6, 4, 5, 6.1 (to the extent the payment of any outgoings is the responsibility of the Grantor in accordance with the provisions of this Agreement), 6.5, 6.6, 6.7, 6.8, 7, 8.1 (to the extent the upkeep of the premises is the responsibility of the Grantor in accordance with the provisions of this Agreement), 13 and 15; and (b) the Community Track Lease except the covenants in clauses 3.5, 3.6, 4, 5, 6.1 (to the extent the payment of any outgoings is the responsibility of the Grantor in accordance with the provisions of this Agreement), 6.5, 6.6, 7, 8.1 (to the extent the upkeep of the premises to the is the responsibility of the Grantor in accordance with the provisions of this Agreement), 9.4.3 (to the extent such installation maintenance and replacement is the responsibility of the Grantor in accordance with the provisions of this Agreement), 12, 13 and 15,
Approved Key Subcontract	means as set out at Clause 37.3(b)(Parties);
Approved Key Subcontractor	means a Key Subcontractor of the Operator listed in Schedule 11 (Approved Key Subcontractors) in respect of an element of the Services, or any Key Subcontractor approved by the Grantor from time to time in accordance with Clause 37.2 (Parties);
Asset Register	means the asset register compiled, updated and maintained in accordance with paragraph 12.1.1 of Schedule 2 (Services Specification);
Asset(s)	means all items of plant, fixtures, fittings and equipment (including portable appliances), building structure and fabric excluding the roof external hard or soft surfaces or installations which are subject to the Services and which require periodical testing, inspection, maintenance or replacement within the economic life of the Stadium, regardless of whether or not they are included in the Asset Register;

Athletics Mode	means as defined in Schedule 3 (Receivables and Payment);
Athletics Window	means 17 June to 17 July 2016, the Championship Window, and thereafter in each subsequent calendar year the last Friday in June to 31 July or 1 August;
Audit Agents	means as defined in Schedule 3 (Receivables and Payment);
Business Day	means any day which is not a Saturday, a Sunday or a bank or public holiday in England;
Business Plan	means the plan to be submitted by the Operator to the Grantor annually in each Year, to be approved by the Grantor in accordance with paragraph 5 of Schedule 3 (Receivables and Payment);
CAFM	means as defined in Schedule 2 (Services Specification);
Caterer	means, as at the Commencement Date, Delaware North Companies (UK) Hospitality Services Ltd, or such other provider of Catering Services as appointed by the Operator in accordance with this Agreement;
Caterer Termination CapEx Amount	means the amount payable pursuant to paragraph 2 of Schedule 27 (Compensation on Termination);
Caterer's Capital Contribution	means as defined in Schedule 3 (Receivables and Payment);
Caterer's Costs	means as defined in Schedule 3 (Receivables and Payment);
Caterer's FF&E	means any fixtures, fittings and equipment installed or used by or on behalf of the Caterer at the Catering Facilities or otherwise for the purposes of the provision of Catering Services;
Catering Account	means as defined in Schedule 3 (Receivables and Payment);
Catering Agreement	means the agreement entered into on or around the date hereof between the Operator and the Caterer in respect of the provision of Catering Services, as may be amended from time to time in accordance with its terms;
Catering Facilities	means those areas of the Site dedicated for use by the Operator for the preparation, storage, production and/or delivery of the Catering Services as set out in the Specification;
Catering Services	means the provision of catering services at the Site by the Operator as set out in the Specification;
CCHP Agreement	means an agreement dated 11 April 2008 made between (1) Stratford City Developments Limited (2) Olympic Delivery Authority and (3) Cofley East London Energy Limited;

CCHP Cap	means the amount representing two (2) times the Connection Charges (as defined in the CCHP Agreement) associated with the performance of this Agreement;
CDM Regulations	means the Construction (Design & Management) Regulations 2007;
Certificate of Event Costs	means as defined in Schedule 3 (Receivables and Payment);
Championship Window	means the period commencing 1 July 2017 and ending 21 August 2017 or such later date as the Stadium is no longer required for the 2017 WAC and the 2017 PAC or the relevant set-up and breakdown time required such that the Stadium will be configured in Football Mode by no later than 25 August 2017;
Change Authorisation Note	means as defined in Schedule 9 (Change Control Procedure);
Change Control Procedure	means as defined in Schedule 9 (Change Control Procedure);
Change in Law	means the coming into effect after the date of this Agreement of: <ul style="list-style-type: none"> (a) legislation, other than any legislation which on the date of this Agreement has been published: <ul style="list-style-type: none"> (i) in a draft Bill as part of a Government Departmental Consultation Paper; (ii) in a Bill; (iii) in a draft statutory instrument; or (iv) as a proposal in the Official Journal of the European Union; (b) any guidance including requirements of relevant authorities as a consequence of heightened health and safety or security risks; or (c) any applicable judgment of a relevant court of law which changes a binding precedent;
Change in Ownership	means: <ul style="list-style-type: none"> (a) any sale, transfer or disposal of any legal, beneficial or equitable interest in any or all of the shares in the Operator (including the control over the exercise of voting rights conferred on those shares or the control over the right to appoint or remove directors or the rights to dividends); and/or (b) any other arrangements that have or may have or which result in the same effect as paragraph (a) above;

Claim	means a claim or other assertion of rights and/or liability made by a person against another, whether seeking statutory, contractual, tortious, common law or equitable remedies;
Clean Stadium	means the requirement that no part, property, fixture, fitting or equipment situated in the Stadium and no person working on the Stadium Island or South Park shall display, carry or incorporate any form of advertising, promotional material, branding, trade-marks, logos, unofficial marks or features of any third parties save as required by Applicable Laws to the extent necessary for E20 to comply with any Staging Agreement or other arrangements applicable to a Major Sporting Event;
Club	means West Ham United Football Club;
Cofely	means Cofely East London Energy Limited (company registration number 6307742) (formerly called Elyo East London Energy Limited) and any person to whom its interest in the CCHP Agreement is assigned, transferred or otherwise disposed of in accordance with the CCHP Agreement;
Commencement Date	means the date of this Agreement;
Commercially Sensitive Information	the information listed in Schedule 23 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to the Operator, its Intellectual Property Rights or its business or which the Operator has indicated to the Grantor that, if disclosed by the Grantor, would cause the Operator significant commercial disadvantage or material financial loss;
Community Plan	means the current community plans of LLDC (Sport and Healthy Living Policy), London Borough of Newham (Active and Connected Plan), UKA and WHHL;
Community Track	means the community athletics track to the south of the Stadium Island and shown edged red on plan LL201-STA-GND-A-DSP-10002 Rev. P02 Stadium Island, and the clubhouse facilities shown edged orange on plan LC419-STA-GND-A-DGA-901-0217 Rev. P05 – Com Track in Schedule 14 (Plans);
Community Track Lease	means the lease of dated 20 December 2013 made between LLDC (1) and E20 (2), a copy of which is set out at Part 2 of Schedule 21 (Part 1 Stadium Island Lease);
Community Track Underlease	means an underlease of the Community Track in the form of the underlease set out in Schedule 22 (Underleases);
Comparable Clubs	<p>The three leading association football clubs (as determined by the capacity of their home ground) with London as their registered home address which:</p> <ul style="list-style-type: none"> • play regular home league association football fixtures in the Premier League; and • have a capacity at their home ground of more than

	<p>forty thousand (40,000),</p> <ul style="list-style-type: none"> • or as may otherwise be agreed between the Grantor and the Operator from time to time (acting reasonably);
Completion	means completion for the purposes of the Transformation Works Tier 1 Contract and "Completed" shall be construed accordingly;
Completion Date	means the date of Completion;
Confectionary and Snacks Rights	means the right to sell, or appoint one or more third parties to sell, at the catering outlets at the Site, confectionary and snack foods at Events and to grant related sponsorship rights;
Confidential Information	means the provisions of this Agreement and or all agreements, documents, manuals or handbooks referred to in the Agreement, all matters relating or connected to the operation of this Agreement and all information or data which is secret or otherwise not publicly available (in both cases either in its entirety or in part) which is disclosed to or otherwise comes into the party's possession directly or indirectly as a result of this Agreement, including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, or Personal Data, in all cases whether disclosed orally or in writing before or after the date of this Agreement and whether marked confidential or not;
Connected Stadium	means the Operator's proprietary connected stadium solution, as more specifically described at paragraph 13.3.1 of Schedule 2 (Services Specification);
Connected Stadium Requirements	means as described at paragraph 13.3.1 of Schedule 2 (Services Specification);
Connected Stadium Revenue	means as defined in Schedule 3 (Receivables and Payment);
Connection Agreement	means an agreement for the connection of the Stadium to the H&C Network made between Cofely (1) and the Olympic Delivery Authority (2) dated 20 March 2009 as subsequently amended or varied or as may be substituted by a further agreement to be made between Cofely (1) and LLDC (2) as a consequence of the carrying out of the Transformation Works;
Construction Act	means the Housing Grants, Construction and Regeneration Act 1996;
Contract Change	means as defined in Schedule 9 (Change Control Procedure);
Contract Information	means the existence of this Agreement and all of its contents;
Contractor	means as defined in Schedule 2 (Services Specification);

Costs	means as defined in Schedule 3 (Receivables and Payment);
Deed of Guarantee	means the parent company guarantee in the form set out in Schedule 6 (Deed of Guarantee);
Deed of Variation of Lease	means the deed of variation of the Community Track Lease to be entered into between London Legacy Development Corporation and E20 set out at Schedule 26 (Deed of Variation of Lease);
Diamond League	means the current title used by the IAAF for a series of premier athletics events (presently known as the "Samsung Diamond League) which include the event known as the London Grand Prix;
Dispute Resolution Procedure	means the process of resolving disputes between the Parties as set out in Clause 40 (Dispute Resolution Procedure);
E20's Capital Contribution	means as defined in Schedule 3 (Receivables and Payment);
E20 Net Commercial Revenue Payment	means as defined in Schedule 3 (Receivables and Payment);
ECHO	means Economy of Hours, the local workplace and community engagement time bank initiative established by the LLDC and Shoreditch Trust, as described in further detail at www.economyofhours.com ;
Employment Liabilities	means without limitation any costs, Claims demands or expenses (including reasonable legal and other professional expenses), losses, damages, compensation and other liabilities (including any incurred as a result of an indemnity or warranty given or to be given by LLDC, E20, the Operator, a New Operator or any of its or their respective Subcontractors);
Equipment	means any equipment required at the Site by the Operator for the performance of the Services and the exploitation of the Opportunity including any equipment to be provided as part of the fit out of the Catering Facilities and the Shell and Core Spaces;
ER2015	means the 2015 IRB Rugby World Cup, the organising body of which has signed an Access Agreement to host five of the games of the tournament at the Stadium;
ER2015 Agreement	means the venue hire agreement between England Rugby 2015 Limited (ER2015) (1) and E20 (2) for the staging of matches for the IRB Rugby World Cup 2015 and related rugby union test event in 2015, a redacted version of which is set out at Schedule 19 (Redacted ER2015 Agreement);
Estate Contribution	has the same meaning as in the Stadium Island Lease;
Estimated Opening Date	means 1 August 2016;
Event	means any event or activity (including a sporting event or match, concert, festival, entertainment, conference, exhibition, industrial theatre, banquet, product launch,

	meeting and any event of a similar nature);
Event Calendar	means the description of Events and Event Days inclusive of days for break up and break down determined by the Operator for each Stadium Event Year as may be reviewed and updated by the Operator from time to time and compiled in accordance with Schedule 1 (Opportunity Parameters);
Event Costs	means as defined in Schedule 3 (Receivables and Payment);
Event Day	means a Stadium Event Day or a South Park Event Day;
Event Host (or Owner /Organiser/Promoter)	means the organiser of an individual Event that has made agreement with E20 and or the Operator to hold an Event or series of Events at the Site;
Event Management Plan	means as defined in Schedule 2 (Services Specification);
Excluded Category	<p>means a category of Event, Marketing Rights or Pouring Rights:</p> <ul style="list-style-type: none"> (a) for any overtly political or religious organisation; (b) for any organisation whose principal business includes the sale of tobacco-related products or pornographic material; (c) which do not comply with the law, or which incite anyone to break the law; (d) which conflict with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) and the UK Code of Broadcast Advertising (BCAP Code); (e) which depict men, women or children as sex objects, or depict or refer to indecency or obscenity, or depict illegal and immoral material; (f) which depict direct and immediate violence to anyone shown in the advertisement or to anyone looking at the advertisement; (g) which contain illustrations which depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the consent of that person or an authorised representative of that person is obtained and is produced to the Grantor; (h) which do not comply with any Governing Body requirements; and (i) which encourage, in whatever manner, behaviour which promotes disparaging views or behaviour relating to an individual's or group's colour, race, nationality, ethnic or national origins, sex, marital status, religion, age or disability;

	<ul style="list-style-type: none"> (j) promotes 'pay day lenders' or their products; (k) which in the Grantor's reasonable opinion damages or risks damaging the reputation of the Stadium, South Park, Queen Elizabeth Olympic Park (and all venues on or related to the Park), LLDC, E20, London Borough of Newham, the Mayor of London, the GLA or London; and (l) which, in the case of an Event: <ul style="list-style-type: none"> (i) presents a material risk of health and safety to the audience; (ii) is against the advice of the Police; or (iii) which is not in compliance with the licence or otherwise not in accordance with the Agreement.
Excusing Event	<p>means:</p> <ul style="list-style-type: none"> (a) the Completion Date occurs after 31 July 2016 (the "Target Completion Date"); or (b) interruption to services where the Grantor has not given the required notice, as per Clause 12.1(b) (Utilities); (c) any breach or default by the Grantor or Grantor Related Party; (d) the failure of UKA to perform an obligation in the UKA Agreement or WHHL or the Club fails to perform an obligation in the WH Agreement or an international Governing Body fails to perform an obligation in or the cancellation of a Staging Agreement; (e) any failure or disruption to utilities to the Site including "Relief Events" arising under the Supply Agreement, "Compensation Events" arising under the Connections Agreement, Relief Events/Compensation Events arising under the CCHP Agreement and where Clause 12.1(b) (Utilities) is not complied with by the Grantor; (f) the Grantor fails to undertake the Lifecycle Replacement Activities in accordance with Clause 9.1 (Life Cycle); and (g) the occurrence of any of the circumstances identified in Clause 10.5;
Exit Assistance	means as defined in Schedule 10 (Exit Assistance);
Exit Assistance Services	means as defined in Schedule 10 (Exit Assistance);
Exit Plan	means as defined in paragraph 4.1 of Schedule 10 (Exit Assistance);


Exit Transferring Employee	means any member of the Personnel who is assigned to provision of the Services whose employment (or Employment Liabilities in respect of whom) will transfer to a New Operator (as defined in Schedule 8 (Human Resources)) under TUPE at a relevant Termination Date and whose name is set out in the Final Exit List;
Facial Recognition Technology Requirements	means the facial recognition security management system requirements as described at paragraph 4.5 of Schedule 2 (Services Specification);
Fanzone	means such public viewing areas (including large screens in public places and/or other spectator experience areas) that are designated as official by RWCL, WAC, IPC or other major Events held in the Stadium and which offer a range of additional sporting and non-sporting activities to cater for a diverse range of people;
FF&E	means fixtures, fittings and equipment installed or used by the Operator at the Sites in accordance with Clause 11 (FF&E) and which shall include the Hospitality FF&E, the Connected Stadium Requirements and Facial Recognition Technology Requirements;
Final Capacity	means as defined in Schedule 2 (Services Specification);
Final Exit List	means the final list provided to the Grantor by the Operator of the Exit Transferring Employees prior to a relevant Termination Date;
Final Transformation Period	means the period from 22 November 2015 until 27 May 2016 during which the second phase of the Transformation Works takes place;
Financial Year	means as defined in Schedule 3 (Receivables and Payment);
FM	means facilities management;
FOI Legislation	means the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or any applicable guidance or directions relating to the disclosure of information with which the Grantor is bound to comply together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
Football Mode	means the Stadium provided in compliance with the Football Mode Seating Requirement, a seating structure (temporary or otherwise) to cover the running track and provide seating on each side of the playing surface with the front of each seat in the front row of the Lower Tier being between 10m and 20m (inclusive) from the edge of the playing surface; adequate roofing to cover all the seats in the Stadium; and a capacity as agreed in the WH Agreement including hospitality provision;
Force Majeure	means any event or circumstance outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement including, without

	<p>limitation:</p> <ul style="list-style-type: none"> (a) act of God, (b) fire, flood, or lightning, (c) casualty or epidemic, (d) explosion, radiation or chemical contamination, (e) lock out, strike or, industrial action of any kind, but excluding strikes of the affected party's own employees other than as part of a nationwide industrial dispute and Changes in Law; (f) riot, act of terrorism, any cause or event arising out of or attributable to war or civil commotion, (g) malicious mischief or theft, blockade or embargo, (h) protester action (unless as a result of or in connection with the Operator's performance of this Agreement or breach of this Agreement by the Operator), (i) presence of the Emergency Services on the Site, (unless as a result of or in connection with the action or inaction of a Party or breach of this Agreement or other default by a Party); (j) a decision of a public authority or following the occurrence or threat of a health and safety issue or a security risk, (unless as a result of or in connection with the action or inaction of a Party or breach of this Agreement by a Party); (k) presence or actions of any statutory undertaker on the Site (to the extent that such presence or action does not otherwise constitute an Excusing Event and unless as a result of or in connection with breach of this Agreement or other default by the Operator);
Full Operating Period	means as defined in Schedule 2 (Services Specification);
Full Park Name	means the full name of the Park, namely, the "Queen Elizabeth Olympic Park";
General Safety Certificate or GSC	means as defined in Schedule 2 (Services Specification);
GLA	means the Greater London Authority;
Good Industry Practice	means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a skilled and experienced person engaged in the same type of undertaking at the Site as that of the Operator under the same or similar circumstances;
Governing Body	means the national or international sporting body that approve the stadium use for sporting events;

Grantor	means E20 and LLDC together and where the context admits either of them;
Grantor Employee	means any person employed or engaged (or formerly employed or engaged) by either LLDC or E20 or WHHL or any member of the WHHL Group or any of its or their Subcontractors in the provision of services which are fundamentally the same (as provided for by TUPE) as the Services (or a part thereof) and/or the activities comprising the exploitation of the Opportunity (or a part thereof);
Grantor's FF&E	means all the equipment provided to the Operator by the Grantor in accordance with this Agreement as set out in Appendix D (Stadium Specification) to Schedule 2 (Services Specification);
Grantor Insurance	means as defined in Clause 18.1 (Insurance);
Grantor Net Commercial Revenues Payment	means as set out in Schedule 3 (Receivables and Payment);
Grantor Related Party	<p>(a) an officer, agent, contractor, employee or sub-contractor (of any tier) of the Grantor or any entity comprising the Grantor acting in the course of his office or employment or appointment (as appropriate);</p> <p>(b) any counter-party to the Services Agreements, their respective officers, agents, contractors, employees or sub-contractors;</p> <p>(c) any invitee of (a) or (b) attending the Stadium</p> <p>but excluding in each case the Operator and any Operator Related Parties;</p>
Grantor Representative	shall have the meaning given in Clause 3.12 (Relationship of the Parties and Appointment);
Group	means in relation to the Operator, the Operator and any Affiliate of the Operator;
Guaranteed Catering Amount	means as defined in Schedule 3 (Receivables and Payment);
Guarantor	means VINCI Concessions SAS, a French simplified joint stock company, registered at the Nanterre Commercial and Companies Registry under the number 410 001 952, with a head office at 9 Place de l'Europe, 92851 Rueil-Malmaison Cedex, France;
H&C Network	means the heating, cooling and energy supply network serving the Stadium (including the CCHP power stations) and established pursuant to the CCHP Agreement;
Helpdesk	means the service provided by the Operator to receive, pro-actively manage and provide customer feedback for service requests and other general Stadium or facilities related

	enquiries from customers;
Hospitality Catering	means the Catering Services provided to the hospitality areas of the Stadium including but not limited to suites, boxes, the boardroom, restaurants and lounges;
Hospitality FF&E	means as defined in Clause 11.2(d)(FF&E);
IAAF	means the International Amateur Athletics Federation, the Governing Body for athletics globally;
ICT	means information and communications technology;
ICT Rights	means as defined in paragraph 1.3 of Schedule 1 (Opportunity Parameters);
Indexation	means as defined in Schedule 3 (Receivables and Payment);
Indirect Losses	means any loss of profit or revenue, loss of opportunity, loss of contract, loss of goodwill, the cost of obtaining any new financing or maintaining any existing financing (including the making of any scheduled or other repayment or prepayment of debt and the payment of any other costs, fees or expenses incurred in connection with the obtaining or maintaining of financing);
Initial Caterer's Capital Contribution	means as defined in Schedule 3 (Receivables and Payment);
Initial Stadium Events	means the events to be held prior to the Stadium Opening Date more specifically described in Clause 5.2 (Transformation Period);
Initial Stadium Event Period	means the period from 19 July 2015 until 3 November 2015 during which the ER2015 and London Grand Prix Weekend take place;
Initial Transformation Period	means the period until 18 July 2015 during which the first phase of the Transformation Works takes place;
Intellectual Property Rights	means any patent, copyright, trade mark, service mark or trade name, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom and all other countries in the world;
Interim E20 Net Commercial Revenue Payment	means as defined in Schedule 3 (Receivables and Payment);
IPC	means the International Paralympic Committee;
IRB	means the International Rugby Board;

Key Performance Indicator(s) or KPI(s)	means the key performance indicators in respect of the Operator's performance of the Services, as set out in Appendix C (KPIs) to Schedule 2 (Services Specification);
Key Personnel	means those personnel authorised to be named key personnel of the Operator pursuant to the Operator's board resolution on or around the Commencement Date to be made in accordance with paragraph 1 of Schedule 7 (Key Personnel), as varied from time to time in accordance with Schedule 7 (Key Personnel);
Key Subcontract	means any subcontract entered into between the Operator and a Key Subcontractor;
Key Subcontractor	means: (a) the Approved Key Subcontractors identified in Schedule 11 (Approved Key Subcontractors); (b) Subcontractors who have been appointed by the Operator where the annual value of the relevant subcontract exceeds two hundred thousand pounds (£200,000); (c) any other Subcontractor of the Operator involved in the supply of goods or services critical to the provision of the Services (or any part of them);
Kiosk(s)	means, as at the Commencement Date, the four (4) catering kiosks which are located in the South Park and which are the subject of the Ancillary Rights, as more specifically described at paragraph 3.4(c) of Schedule 1 (Opportunity Parameters)
KPI Failure	means failure to achieve a KPI as set out in Appendix C (KPIs) to Schedule 2 (Services Specification);
KPI Targets	means the KPI targets as set out in Appendix C (KPIs) to Schedule 2 (Services Specification);
LBN	means London Borough of Newham;
Learning Zone	means an area in pink designated as "Learning Zone" on Plan LC201-5TA-GND-A-DGA1020 Rev Po2 at Schedule 14 (Plans);
Legatum Academy	means the property to be built on the land which is the subject of the Legatum Academy Agreement;
Legatum Academy Agreement	means the heads of terms relating to the Legatum Academy or (subject to the Change Control Procedure) any contract signed by the Grantor relating to the Legatum Academy to the extent it is different to such heads of terms;
Lifecycle Elements	means those Assets (including FF&E) which require reactive maintenance, repair, replacement, reinstatement and/or works resulting from or as part of planned preventative maintenance;
Lifecycle Replacement	means as defined in paragraph 12.2.3(a) of Schedule 2

Activites	(Services Specification);
Lifecycle Replacement Plan	means a plan of all Lifecycle Replacement activities to be undertaken during the Term, produced in accordance with paragraphs 12.2.1 and 12.2.2 of Schedule 2 (Services Specification);
Lifecycle Threshold	means as defined in paragraph 12.2.4 of Schedule 2 (Services Specification);
LMT Agreement	means a grant agreement between The London Marathon Charitable Trust Limited (1) and (2) E20, a redacted version of which is set out at Schedule 24 (Redacted LMT Agreement);
Located In Mark	means the following trade mark/logo: 
London Grand Prix	means the annual London athletics meeting organised by UKA that is currently a part of the Diamond League that will be held at the Stadium from 2016 onwards;
London Grand Prix 2015	means the 2015 London athletics meeting organised by UKA that is currently part of the Diamond League;
London Grand Prix Weekend	means the two days for the London Grand Prix and any additional days included in the schedule as a result of the economic and operational integration of IPC events into the Diamond League that is to be staged as part of the London Grand Prix;
London Living Wage	means the minimum hourly wage figure set annually by the Greater London Authority and calculated according to the basic cost of living in London, including any increases, including each annual uplift;
Long Stop Date	means the date falling twelve (12) months after the Estimated Opening Date;
Maintenance Threshold	means as defined in Schedule 2 (Services Specification);
Major Sporting Event	means any major or international sporting event such as, but not limited to, the following major international sporting events: the "Olympic and Paralympic Games", the "Commonwealth Games", the "FIFA World Cup", the "UEFA European Football Championships", the "ICC Cricket World Cup", the "ICC World Twenty20 Cricket Championships", the "IRB Rugby World Cup" and the "Rugby League World Cup";
Marketing Rights	means, in any and all media, throughout the universe, and in all languages, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights,

	betting/gaming rights, retail rights, music rights, philatelic rights, numismatic rights, lottery rights, auction rights and any other rights and/or associated commercial opportunities (whether now known or hereafter invented) relating to the Stadium or South Park to the extent that such rights are not Naming Rights, Pouring Rights, Confectionary and Snacks Rights or Other Rights.
Mobilisation Costs	means as defined in Schedule 3 (Receivables and Payment);
Mobilisation Plan	means the mobilisation plan as set out in Schedule 25 (Mobilisation Plan);
Monthly Report	means as defined in Schedule 2 (Services Specification);
Naming Rights	means the sponsorship of the Site or any part thereof which gives rise to a right to name such part for any period of time;
Naming Rights Agreement	means any agreement arising between the LLDC and / or E20 and the Naming Rights Partner relating to the management and exploitation of naming rights on the Stadium and / or other venues in the Park;
Naming Rights Partner	means the organisation that enters into the Naming Rights Agreement and is awarded an opportunity to enjoy the commercial benefits associated with the naming rights of the Stadium and / or other venues in the Park;
Necessary Consents	means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Operator's obligations under this Agreement or to exploit fully the commercial opportunities forming part of the Opportunity, whether required in order to comply with all Applicable Laws or as a result of the rights of any third party including the Operating Licences but excluding the grant of planning permission for the Stadium or the Transformation Works;
Net Commercial Revenues	means the amount calculated in accordance with paragraph 7.3 of Schedule 3 (Receivables and Payment);
New Operator	means the Grantor or a person engaged by either or both of them to provide some or all of the services which are the same or substantially the same as all or any of the Services or exploit some or all of the Opportunity after the termination of this Agreement (in whole or in part);
NLI	means Newham Legacy Investments Limited, the investment company established and wholly-owned by London Borough of Newham for the purposes of managing their commercial investments. NLI is one of the partners of E20, LLDC being the other partner;
No Fault Default	means one or more of the events set out at Clauses 29.7, 32.3(e) and 32.3(g);
Non-Event Day	means any day other than an Event Day;

Normal Working Hours	means 07:00 to 19:00 on a relevant day;
O&M Manuals	means the operating and maintenance manual compiled and updated in accordance with the Specification;
Open Book Data	means as defined in Schedule 3 (Receivables and Payment);
Operating Account	means as defined in Schedule 3 (Receivables and Payment);
Operating Licence Fees	means as defined in Schedule 3 (Receivables and Payment);
Operating Licences	means a general safety certificate issued under the Safety at Sports Grounds Act 1975, a licence to admit spectators issued under the Football Spectators Act 1989 and a premises licence issued under the Licensing Act 2003;
Operating Lifecycle Account	means as defined in Schedule 3 (Receivables and Payment);
Operational Plan	means the Operational Plan set out at Schedule 14 (Plans);
Operations Manual	means the manual required under the General Safety Certificate and which complies with the requirements of the Safety at Sports Grounds Act 1975, Football Spectators Act 1989, and which incorporates the requirements of the Premises Licence Act 2003, and all the Operator's service delivery plans compiled and maintained in accordance with the Specification;
Operator Breakage Costs	means: <ul style="list-style-type: none"> (a) Operator Termination CapEx Amount; (b) the Caterer Termination CapEx Amount; (c) losses that have been or will be incurred or suffered by the Operator as a direct result of the termination of this Agreement but only to the extent that the losses are reasonably and properly incurred or suffered in connection with the Opportunity and in respect of the provision of the Services including: <ul style="list-style-type: none"> (i) any materials or goods ordered or sub-contracts placed that cannot be cancelled without such losses being incurred; (ii) any expenditure incurred in anticipation of the provision of the Services in the future; (iii) the cost of demobilisation including the cost of any relocation of equipment used in connection with the provision of the Services; (iv) Employment Liabilities to the extent the Operator is entitled under Schedule 8 (Human Resources);

	<p>(v) loss of anticipated Operator profits for a period of two (2) years from the date of termination or, to the extent that the period from the date of termination to the expiry of the Term is less than two (2) years, for the remaining period to the expiry of the Term, in each case providing the anticipated loss of profit cannot exceed the reasonably anticipated Operator Revenue Share for those two years and can be substantiated by sufficient evidence by the Operator such evidence to include the Operator's financial model in place at the date of termination, the reasonably anticipated Business Plan for the two years following termination;</p> <p>and provided:</p> <p>(A) the losses are incurred under arrangements and/or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms; and</p> <p>(B) the Operator has used its reasonable endeavours to mitigate the losses,</p> <p>LESS</p> <p>any cash balances standing to the credit of the Operating Account and Catering Account;</p>
Operator Events	means Events procured, promoted, sold or managed by the Operator (excluding Primary User Events);
Operator Insurances	means as defined in Clause 18.2 (Insurance);
Operator Related Party	<p>means</p> <p>(a) an officer, agent, contractor, employee or sub-contractor (of any tier) of the Operator acting in the course of his office or employment or appointment (as appropriate);</p> <p>(b) any invitee of (a) attending the Stadium</p> <p>but excluding in each case the Grantor and any Grantor Related Parties;</p>
Operator Representative	shall have the meaning given in clause 3.16 (Relationship of the Parties and Appointment);
Operator Revenue Share	means as defined in Schedule 3 (Receivables and Payment);
Operator Termination CapEx Amount	means the amount payable pursuant to paragraph 1 of Schedule 27 (Compensation on Termination);
Operator's Catering Revenue Share	means as defined in Schedule 3 (Receivables and Payment);

Operator's FF&E	means any fixtures, fittings and equipment installed or used by the Operator in respect of the digital platform and associated software for the Connected Stadium;
Opportunity	means the sole and exclusive right to exploit the commercial opportunities at the Site subject to the Opportunity Parameters and provide the Services in accordance with the Specification, subject to the terms of the Primary Usage Agreements;
Opportunity Parameters	means the extent and restrictions on the Opportunity as set out in Schedule 1 (Opportunity Parameters);
Opportunity Period	means the period from and including (a) the South Park Commencement Date in relation to South Park and (b) the Stadium Opening Date in relation to the Stadium and in either case ending on the termination of this Agreement;
Other Rights	means as defined in paragraph 1.3 of Schedule 1 (Opportunity Parameters);
Outgoings	means taxes, duties, charges, assessments, impositions and outgoings relating to the Site during the Opportunity Period excluding the Estate Contribution non-domestic rates and any other outgoings stated to be the responsibility of the Grantor in this Agreement;
Overheads	means as defined in Schedule 3 (Receivables and Payment);
Overriding Priority Principle	means the principle that all Club competitive home matches shall (subject only to the window for the 2017 WAC and 2017 PAC) take precedence over any other activity, event or use of the Stadium; and be staged at the Stadium on the dates that are notified to the Club by a Governing Body;
P Factor	means the physical condition of the Stadium as defined under the current edition of the Guide to Safety at Sports Grounds;
PAC	Paralympic Athletic Committee;
Party	means a party to this Agreement;
Pay	means all emoluments and outgoings relating to employment including but not limited to PAYE, National Insurance Contributions, remuneration and benefits;
Payee	means as defined in Schedule 3 (Receivables and Payment);
Payer	means as defined in Schedule 3 (Receivables and Payment);
Personal Data	means personal data and sensitive personal data as defined by the Data Protection Act 1998 processed by the Operator in the context of the Opportunity or the Services, pursuant to this Agreement;

Personal Licence	means as defined by the Licensing Act 2003;
Personnel	means all employees and contractors of the Operator or any of its Subcontractors who are or have been engaged in the exploitation of the Opportunity or provision of the Services including but not limited to any Transferring Employees;
Planning Conditions	means the conditions of any planning permission or the terms of any agreement entered into pursuant to section 106 of the Town and Country Planning Act 1990 applicable to the Site, including as set out in Schedule 2 (Services Specification) Appendix E (Responsibility Matrix);
Policies	means the Grantor's policies as listed in Schedule 12 (Policies and Community Plans) and as notified to the Operator from time to time;
Potential Exit Transferring Employee	means a member of the Personnel who is, at the relevant time, assigned to the Services or to the activities comprising the exploitation of the Opportunity for the purposes of the application of TUPE;
Potential Transferring Employee	means a Grantor Employee who, at the relevant time, is in scope to transfer to the Operator or any of its Subcontractors on a relevant Transfer Date as a result of the application of TUPE;
Pouring Rights	means the right to appoint one or more third parties to sell alcoholic and non-alcoholic beverages to the operators of the catering outlets at the Site to meet demands for such alcoholic and non-alcoholic beverages at Events and grant related sponsorship rights but does not include the actual sales of alcoholic and non-alcoholic beverages;
Premier League	means the organising body of the top division of the English association football from time to time, currently known as the "Barclays Premier League";
Premises Licence	means the licence issued for part or all of the Site pursuant to the Licensing Act 2003;
Premises Licence Holder	means the person identified in accordance with the Licensing Act 2003 as the responsible person for the Site;
Primary Usage Agreement	<p>means any agreement between E20 and a Primary User that offers the latter the right to use of the Stadium and its associated areas on a long-term basis for the purposes of hosting events at the Stadium including:</p> <ul style="list-style-type: none"> • the WH Agreement; • the UKA Agreement; • the ER2015 Agreement; <p>(each in redacted form as set out in this Agreement); and</p> <ul style="list-style-type: none"> • subject to Clause 7 (Major Sporting Events) and Schedule 9 (Change Control Procedure) the

	agreement contemplated to be entered by E20 in relation to the 2017 WAC and 2017 PAC;
Primary Usage Fee	means as defined in Schedule 3 (Receivables and Payment);
Primary User(s)	means any third party which has a Primary Usage Agreement, including: <ul style="list-style-type: none"> a) WHUFC and WHHL; b) UK Athletics; c) England Rugby 2015; d) in respect of the 2017 WAC and 2017 PAC, UK Athletics;
Primary User Change	means as defined in Schedule 9(Change Control Procedure);
Primary User Mark(s)	means the worldwide trade marks and logos of each of the Primary Users (whether registered or unregistered), as may be added to, amended or updated by the respective Primary Users from time to time;
Property Deductible	
Protected Marks	means any trade mark, trade names, logos or other intellectual property of any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (being the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended replaced or substituted in the future) or by any other legislation enacted (whether as now in force or as enacted amended replaced or substituted in the future) in relation to the Games; and "Games Body" means each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British Paralympic Association, any organising committee of an Olympic Games and "Games" means the London 2012 Olympic and Paralympic Games;
QEOP / the Park	(Also known as the "Queen Elizabeth Olympic Park") means the area under management by LLDC which is within East London and is bounded by Hackney Marshes in the north, the A11 Bow Road in the south, the A13 to the west, and Stratford town centre and Newham to the east;
QEOP Operator	means as defined in Schedule 2 (Services Specification);

Quarter	means as defined in Schedule 3 (Receivables and Payment);
Quarterly Covered Fixed Costs	means as defined in Schedule 3 (Receivables and Payment);
Quarterly Payment	means as defined in Schedule 3 (Receivables and Payment);
Quarterly Payment Due Date	means as defined in Schedule 3 (Receivables and Payment);
Quarterly Payment Report	means as defined in Schedule 3 (Receivables and Payment);
Quarterly Report	means as defined in Schedule 2 (Services Specification);
Reasonably Industry Practice	means as defined in Schedule 2 (Services Specification);
Receivables	means the payments to be made under this Agreement, as set out in and in accordance with Schedule 3 (Receivables and Payment);
Remaining Rights	means as defined in paragraph 1.3 of Schedule 1 (Opportunity Parameters);
Request for Information	has the same meaning as in the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;
Retail Prices Index	means as defined in Schedule 3 (Receivables and Payment);
Retractable Seating	means the retractable seating solution procured by E20 pursuant to the Retractable Seating Agreement;
Retractable Seating Agreement	means the retractable seating agreement between E20 Stadium LLP, Alto Seating Systems Limited (the "Retractable Seating Contractor") and Sapa Profiles UK Limited dated 5 February 2014, a redacted version of which is set out at Schedule 20 (Redacted Retractable Seating Agreement);
Retractable Seating Costs	means as defined in Schedule 3 (Receivables and Payment);
Retractable Seating Procedures	means the procedures for retracting and protracting the Retractable Seating which complies with all Applicable Laws, Good Industry Practice, and the provider of the Retractable Seating's requirements such that the application of the procedures will not void or reduce the benefit of the warranty provided in relation to the Retractable Seating;
Retractable Seating Services	means as defined in Schedule 2 (Services Specification);
Retractable Seating Services Commencement Date	means as defined in Schedule 2 (Services Specification);

Responsible Person	means the person appointed by the Operator pursuant to the Regulatory Reform (Fire Safety) Order 2005;
Revenues	means as defined in Schedule 3 (Receivables and Payment);
S Factor	means the safety condition of the Stadium as defined under the current edition of the Guide to Safety at Sports Grounds;
Secured Content	means as defined in Schedule 3 (Receivables and Payment);
Security Risk Assessment	means the security risk assessment carried out in accordance with the Specification;
Service Credit	means as defined in Schedule 2 (Services Specification);
Service Matrix	means as defined in Schedule 2 (Services Specification);
Services	means all services to be provided by Operator under this Agreement including the services specified in Schedule 2 (Services Specification) and the Primary Usage Agreements as specified in the responsibility matrices set out in Schedule 16 (Responsibility Matrix);
Services Agreements	means as defined in Clause 3.6;
Shareholder	means any person from time to time holding share capital in the Operator;
Shell and Core Spaces	means the office, media, retail, storage, catering and kitchen space at the Stadium constructed pursuant to the Transformation Works Tier 1 Contract
Site	means the Stadium, the Stadium Island, the Community Track and South Park;
Site Utilities	means utilities including gas, water, electricity, optical and telephonic communication, drainage, soil and effluent;
Site Utility Agreements	means all agreements relating to the maintenance, installation, repair, supply and or transmission of Site Utilities and the service media, plant and equipment located at or relating to Stadium Island the Community Track and South Park (and "Utility Agreement" means any of them);
Site Utility Supplier	means any entity that installs supplies maintains or repairs Site Utilities or otherwise provides services under a Utility Agreement;
South Park	means those areas of the Park shown on the Operational Plan set out at Schedule 14 (Plans) but excluding the Stadium Island and Community Track (which is shown shaded blue) on that Operational Plan;
South Park Adverse Right	Means any obligation agreement right reservation encumbrance charge stipulation obligation restriction arrangement or covenant of any kind registered against or to which South Park is subject or that affects the use or occupation of South Park and including any enforcement action of a third party or an order of the Court or the issue of any legal proceeding or threat of legal proceedings or

	infringement of any right easement or interest of a third party in or over or against any part of South Park which prevents or hinders the use or operation of South Park or the effect of which if exercised prevents or hinders the use of South Park to exploit the Opportunity and/or provide the Services;
South Park Commencement Date	means 4 April 2015;
South Park Event Day	means a day on which an Event is staged or held at South Park;
South Park Operating Period	means as defined in Schedule 2 (Services Specification);
Special Services Agreement	means any agreement made from time to time with the Metropolitan Police Authority for the provision of special police services for either or both of the Site pursuant to s25 of the Police Act 1996 as such agreement may be subsequently amended varied or replaced;
Specification	means the Services Specification set out at Schedule 2 (Services Specification);
Stadium	means the stadium and associated facilities located within the Stadium Island Site and shown edged red on plan LL201-STA-GND-A-DSP-10002 Rev. PO2 Stadium Island annexed in Schedule 14 (Plans) excepting that part of the stadium to be demised to WHHL pursuant to the WHHL Leases;
Stadium Calendar	means the calendar of Sporting Events specified in accordance with Clause (Event Calendar) and Schedule 1 (Opportunity Parameters);
Stadium Event Day	means a day on which an Event is staged or held at the Stadium or Stadium Island and may include set-up and breakdown days either side of the actual Event Day(s);
Stadium Event Year	means each period commencing with the Stadium Opening Date and ending on 31 July 2016 and thereafter commencing on 1 August (or 2 August in the event that 1 August falls on a Sunday) in one year and ending on 31 July in the following year (or 1 August in the event that 1 August the previous year falls on a Sunday) or in the last year of this Agreement the date of the termination of this agreement;
Stadium Island	means the geographical area demised by the Stadium Island Lease that provides the immediate surround to the Stadium, including the bridges that abut Stadium Island to the remainder of the QEOP, including the Stadium but excluding the Community Track, and shown outlined red on plan LC201-5TA-GND-A-DSP-10003 rev.PO2 in Schedule 14 (Plans);
Stadium Island Lease	means the lease dated 20 December 2013 made between LLDC (1) and E20 (2), a copy of which is set out at Part 1 of Schedule 21 (Part 1 Stadium Island Lease);

Stadium Island Underlease	means an underlease of the Stadium Island Site omitting the site and buildings comprising the Legatum Academy in the form of the underlease set out in Schedule 22 (Underleases);
Stadium Opening Date	means the day next after the Completion Date;
Staging Agreement	means an agreement entered into by E20 and an international Governing Body in relation to the hosting of a Major Sporting Event at the stadium and/or South Park;
Statement of Intent	means the document issued by the Metropolitan Police which identifies the arrangements in place for each Event;
Subcontractor	means any direct or indirect subcontractor (of any tier) of the Grantor, the Operator, or a New Operator (as the case may be) providing all or part of the Services;
Supply Agreement	has the same meaning as in the Connection Agreement;
Supporting Documentation	means as defined in Schedule 3 (Receivables and Payment);
Term	means the period of time the Agreement is in force as set out in Clause 2.1 (Commencement and Duration);
Termination Assistance Period	means as defined in Schedule 10 (Exit Assistance);
Termination Date	means the relevant date or dates on which a relevant transfer for the purposes of TUPE takes effect on the termination or partial termination of this Agreement;
Termination Services	means as defined in Schedule 10 (Exit Assistance);
The Holder	means the person identified in accordance with the Safety at Sports Grounds Act 1975 as the responsible person for the Site;
Title Matters	means all the matters set out or referred to in the property and charges registers of registered titles EGL 266376, EGL356763, EGL428163, EGL 533909, EGL 533910, EGL 533912, EGL 533913, EGL 557358, EGL 558925, EGL 560405, EGL 561666, EGL 574494, LN155361, NGL 357211 TGL345344, TGL392837, and TGL392838
Transfer Date	means the relevant date or dates on which a relevant transfer for the purposes of TUPE takes effect on the Commencement Date, the South Park Commencement Date, the Estimated Opening Date, the Stadium Opening Date or any other date on which the Operator or any of its Subcontractors commences provision of any or all of the Services or the exploitation of all or part of the Opportunity;
Transferring Employee	means a Grantor Employee whose employment transfers as a result of the application of TUPE to the Operator or any of its Subcontractors on a relevant Transfer Date and whose name has been provided to the Operator in accordance with paragraphs 1.7 and 1.8 of Schedule 8 (Human Resources);

Transformation Period	means the period from and including the date of this Agreement and ending on the Completion Date, encompassing the Initial Transformation Period, the Initial Stadium Event Period and the Final Transformation Period;
Transformation Works	means the works to the Stadium described in the Transformation Works Tier 1 Contract;
Transformation Works Tier 1 Contract	a contract entered into by E20 and Balfour Beatty Group Limited dated 24 December 2013 for the carrying out of the principal Transformation Works, a redacted version of which is set out at Schedule 13 (Redacted Transformation Works Agreement), and "Transformation Works Tier 1 Contractor" shall mean Balfour Beatty Group Limited or its successor as appropriate;
Transformation Works Warranty	means those collateral warranties which E20 or LLDC are entitled to procure in favour of the Operator in respect of the carrying out of the Transformation Works to be provided in accordance with Clause 5.10 (Transformation Period) in the form set out in Part B of Schedule 13 (Transformation Works Specification);
Transparency Commitment	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Grantor is committed to publishing its contracts, tender documents and data from invoices received;
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
Uninsurable	means in relation to a risk or term of an insurance policy, either that: (a) insurance is not available in respect of the project in the worldwide insurance market with reputable insurers of good standing in respect of that risk; or (b) the insurance premium payable for insuring that risk or policy terms at such a level that the risk is not generally being insured against in the worldwide insurance market with reputable insurers of good standing by contractors in the United Kingdom;
Utilities	means as defined in Schedule 3 (Receivables and Payment);
UKA	means UK Athletics Limited;
UKA Agreement	means the agreement dated 17 May 2013 between E20 and UKA, a redacted version of which is set out at Schedule 17 (Redacted WH Agreement);
Underleases	means the Community Track Underlease and the Stadium Island Underlease;
Underlease Execution Date	means in relation to the Community Track Underlease and the Stadium Island Underlease ten (10) Business Days after

	the Completion Date;
Unexpected Exit Transferring Employee	means any employee or former employee of the Operator or any of its Subcontractors whose employment is, or in respect of whom the Employment Liabilities are, alleged to transfer to a New Operator and who is not an Exit Transferring Employee;
Unexpected Transferring Employee	means any Grantor Employee whose employment is, or in respect of whom the Employment Liabilities are, transferred to or alleged to transfer to the Operator or any of its Subcontractors and who is not a Transferring Employee;
Variable Catering Amount	means as defined in Schedule 3 (Receivables and Payment);
Venue Hire Fee	means the charge made by the Operator to the Event Host;
Warning Notice	means a warning notice in relation to a KPI Failure issued in accordance with Appendix C (KPIs) of Schedule 2 (Services Specification);
WHHL	means West Ham Holdings Limited;
WHHL Leases	means the leases of retail and box office property office property boardroom and players' lounge property or storage areas to be granted in accordance with the terms of the agreement made between E20 (1) and WHHL (2) dated 22 March 2013;
WH Agreement	means the agreement dated 22 March 2013 between E20 (1) WHHL (2) and the Club (3), a redacted version of which is set out at Schedule 17 (Redacted WH Agreement);
WHUFC or West Ham United Football Club Limited	means West Ham United Football Club, the professional football club that is a wholly-owned subsidiary of WH Holding Limited and that has (along with WH Holding Limited) signed a Concession Agreement with E20 to host the home matches of the Club at the Stadium from August 2016;
Workplace	means London Borough of Newham employment programmes including those that develop appropriate training to prepare residents for job opportunities, as described in further detail at www.newhamworkplace.co.uk ;
Year	means, during the Term, a period of twelve months commencing on the Commencement Date and on each successive anniversary of the Commencement Date and ending on the day before each successive anniversary of the Commencement Date or the Termination Date, whichever is earlier.

2 Drafting Conventions

- 2.1 The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.

- 2.2 Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- 2.3 The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 2.4 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of this Agreement.
- 2.5 All references in this Agreement to Clauses and Schedules are to the clauses and schedules to this Agreement unless otherwise stated.