

Dated 29 November 2024

LONDON LEGACY DEVELOPMENT CORPORATION (1)

AND

E20 STADIUM LLP (2)

THIRD DEED OF VARIATION

pursuant to section 106A of the Town and Country
Planning Act 1990 relating to the Olympic Stadium
located within the Queen Elizabeth Olympic Park



THIS DEED is made on the 29 day of November 2024

BETWEEN

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN ("the LPA");
- (2) **E20 STADIUM LLP** (a Limited Liability Partnership incorporated in England and Wales with registered number OC376732) whose registered office is at Level 10 1 Stratford Place, Mountfichet Road, London E20 1EJ ("the Developer");

PM LLP
on behalf
of both
parties

together "the Parties";

BACKGROUND

- (A) The Parties entered into a Deed under Section of the 106 of the Town and Country Planning Act 1990 dated 12 August 2013 for the development of the Site ("**the Original Section 106 Agreement**"), a deed of variation to the Original Section 106 Agreement dated 27 January 2017 ("**First Deed of Variation**") and into a deed of variation to the Original Section 106 Agreement as varied by the First Deed of Variation on 12 July 2022 ("**Second Deed of Variation**").
- (B) The Developer has the benefit of a lease interest in the Site dated 28th January 2014 and registered under titles TGL392837 and TGL392838. By way of a letter from the Developer to the LPA dated 13 July 2016 the Site was confirmed as reopening on 13 July 2016.
- (C) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the Localism Act 2011) the LPA is the local planning authority for the purposes of Part 3 of the Act for the area in which the Site is situated and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (D) The Parties have agreed to vary the Original Section 106 Agreement as varied by the First Deed of Variation and Second Deed of Variation ("**Original Section 106 Agreement As Varied**") in the manner set out below.
- (E) Accordingly the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 1 of the Localism Act 2011 and all other powers enabling.
- (F) This Deed is supplemental to and varies the Original Section 106 Agreement As Varied on the terms set out in the Schedule to this Deed and is enforceable by the LPA.
- (G) The Parties agree that the obligations contained in this Deed meet the three tests for planning obligations as set out in the Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

In this Deed:-

- 1.1 Unless the context requires otherwise; all the words and phrases beginning with a capital letter in this Deed shall have the same meaning as that which is ascribed to them in the Original Section 106 Agreement As Varied.
- 1.2 Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply.
- 1.3 Headings in this Deed are for convenience only and shall not be taken into account in its construction and interpretation.
- 1.4 References to clauses, sub-clauses and schedules are references to clauses, sub-clauses and schedules in this Deed save where expressly stated or the context provides otherwise.
- 1.5 Where the context so requires:-
 - (i) the singular includes the plural and vice versa;
 - (ii) the masculine includes the feminine and vice versa; and
 - (iii) persons includes bodies corporate associations and partnerships and vice versa.
- 1.6 Where there is more than one person named as a party and where more than one party undertakes an obligation all of their obligations can be enforced against all of them jointly and severally;
- 1.7 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction; and
- 1.8 References to any party shall include their respective successors in title and assigns and in the case of the LPA the successors to their respective statutory functions.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to Sections 106 and 106A of the Act, Section 111 and 120 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 1 of the Localism Act 2011 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the Act.
- 2.2 The Deed shall take effect on the date hereof.
- 2.3 The Developer agrees to observe and perform all (and procure that any lessee observes and performs all (as may apply to the lessee's property)) of the covenants agreements restrictions and obligations contained in the Original Section 106 Agreement As Varied subject to this Deed.
- 2.4 The Parties expressly agree that the Original Section 106 Agreement As Varied shall remain in full force and effect and shall be read and construed as expressly varied by the provisions set out in this Deed.

3 VARIATION

- 3.1 The Parties agree that from the date of this Deed the Original Section 106 Agreement As Varied shall be varied as set out in Schedule 1 of this Deed.

4 ORIGINAL SECTION 106 AGREEMENT

- 4.1 Appendix 1 of this Deed contains a conformed version of the Original Section 106 Agreement which includes all variations up to and including those contained in this Deed.

5 LEGAL FEES

On or prior to completion of this Deed the Developer shall pay to the LPA its reasonable legal costs in connection with this Deed (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Deed).

6 LOCAL LAND CHARGE

This Deed shall be registered as a local land charge by the LPA.

7 THIRD PARTY RIGHTS

This Deed gives no rights under the Contract (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act and it may be enforced by the successors in title of the parties and by any successor to the LPA's statutory functions.

8 NO WAIVER

No waiver (whether expressed or implied) by the LPA or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the LPA or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 NO FETTER

Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the LPA in the exercise of their functions in any capacity.

10 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales as it applies in England.

11 DELIVERY

The provisions of this Deed shall be of no effect until this Deed has been dated.

12 COUNTERPART

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 the one agreement.

IN WITNESS of which the Parties have executed this Deed on the date first written above

PM LLP on behalf of both Parties

THE COMMON SEAL of LONDON LEGACY DEVELOPMENT CORPORATION LIMITED was hereto

affixed in the presence of:

A Holigswitz

Authorised Signatory



Signed by **E20 STADIUM LLP**

Acting by its members

LONDON LEGACY DEVELOPMENT CORPORATION

and **STRATFORD EAST LONDON HOLDINGS LIMITED**

LONDON LEGACY)

DEVELOPMENT CORPORATION)

..... *[Signature]*

Authorised Signatory of LONDON LEGACY DEVELOPMENT CORPORATION

Date: *28 NOVEMBER 2024*

STRATFORD EAST)

LONDON HOLDINGS LTD)

..... *[Signature]*

Authorised Signatory of STRATFORD EAST LONDON HOLDINGS LTD

Date: *27 NOVEMBER 2024*

SCHEDULE 1

Variations to the Original Section 106 Agreement As Varied

The Original Section 106 Agreement As Varied shall be amended as follows:

1 CLAUSE 1.1

1.1 The following definitions shall be deleted in full:

- (a) Section 73 Application;
- (b) Variation Application;
- (c) Variation Permission.

1.2 The definition of "**Development**" shall be deleted in full and replaced with the following:

"the development of the Olympic Stadium Island and all other operations and/or works authorised by the Planning Permission and Variation Permissions;"

1.3 The definition of "**Event**" shall be deleted in full and replaced with the following:

"any of the following:

- 1. *a Resident Football Team football match with a capacity of up to 62,500 spectators;*
- 2. *an Alternative Event with a capacity of up to 62,500 spectators;*
- 3. *a music concert or other cultural or leisure event with a capacity of up to 80,000 spectators;*
- 4. *a World Championship Athletics Event with a capacity of up to 59,000 spectators;*

1.4 The definition of "**Planning Application**" shall be deleted in full and replaced with the following:

"the application for planning permission submitted to the LPA and given reference number 12/00066/FUM by the LPA and / or the Variation Applications (as applicable);"

- 1.5 The definition of "**Planning Permission**" shall be deleted in full and replaced with the following:

"the planning permission granted subject to conditions for the proposals within the Planning Application and / or pursuant to the Variation Applications;

- 1.6 A new definition of "**Variation Applications**" shall be inserted as follows:

"the applications for planning permission submitted to the Local Planning Authority and given reference numbers 16/00062/VAR and 20/00060/VAR by the Local Planning Authority;"

- 1.7 A new definition of "**Variation Permissions**" shall be inserted as follows:

"the planning permission which may be granted subject to conditions for the proposals set out in the Variation Applications."

2 SCHEDULE 1

- 2.1 The following definitions shall be deleted in full:

- (a) Community Track;
- (b) Event Day Modal Split Targets;
- (c) Event Day Travel Plan Monitoring;
- (d) Event Types;
- (e) Event Type Average;
- (f) Full Event Day Travel Plan (Football Season) Monitoring Report;
- (g) Full Event Day Travel Plan (Non-Football Season) Monitoring Report;
- (h) Greenway;
- (i) Key Highway Links and Junctions;

- (j) Key Underground Rail and Bus Routes;
- (k) Non-Event Day Average;
- (l) Non-Event Day Modal Split Targets;
- (m) Non-Event Day Travel Plan;
- (n) Non-Event Day Travel Plan Monitoring;
- (o) Non-Event Day Travel Plan Monitoring Report;
- (p) Non-Event Day Travel Plan Review Period;
- (q) Staff Admittance Date;
- (r) Temporary Bicycle Parking Strategy;
- (s) Tier One Measures;
- (t) Tier Three Measures;
- (u) Tier Two Measures;
- (v) Unlawful Car Parks;
- (w) West Ham and Greenway Works;
- (x) West Ham Interchange Report.

2.2 The definition of "**Car Park Agreements**" shall be deleted in full and replaced with the following:

"means legal agreements or other appropriately secured arrangements which have the aim of limiting visitors and/or employees of the Stadium from using the relevant car park and such agreements or arrangements may (without limitation) include the following terms:

1. *provision for increased parking charges to apply to persons using the relevant car park in order to visit or work at the Stadium during Event Days; and/or*
2. *provisions for an automatic cost escalator to apply to the charges levied on those using the relevant car park in order to visit or work at the Stadium;"*

2.3 The definition of "**Car Park Management Strategy**" shall be deleted in full and replaced with the following:

"means a strategy which shall include (without limitation) a commitment to:

(A) review the strategy at regular intervals which shall include a review of the Car Park Monitoring Area and the review of the Car Park Monitoring Area shall take into account the results of the monitoring of the Buffer Zone;

(B) if necessary following the outcome of a review of Car Park Monitoring Area to extend the Car Park Monitoring Area into the Buffer Zone;"

2.4 The definition of "**Non-Event Day Surveys**" shall be deleted in full and replaced with the following:

"means an email survey of staff, tenants and contractors attending the Stadium undertaken every two years in order to determine the modal split and a survey of at least ten conference or non-conference events each to be on different days and of differing sizes in order to determine the modal split of visitors to the Stadium;"

2.5 The definition of "**PTOC Agreements**" shall be deleted in full and replaced with the following:

"means legal agreements or other arrangements entered into between the Developer and the Public Transport Operating Companies to secure the provision of additional rail, underground or bus services for travel to and from the Stadium with the aim of ensuring that sufficient capacity is available for each Event to accommodate reasonably anticipated attendance at the Stadium without excessive waiting;"

2.6 The definition of "**Sustainable Transport Contribution**" shall be deleted in full and replaced with the following:

"means the sum paid pursuant to LPA reference 22/00404/106 to be applied by the LPA towards the funding of Sustainable Transport Measures;"

- 2.7 The definition of "**Sustainable Transport Measures**" shall be deleted in full and replaced with the following:

"measures that the LPA reasonably considers will promote the use of sustainable methods of transport by visitors to the Stadium on Event Days;"

- 2.8 Paragraphs 2.1.1 – 2.1.11 shall be deleted in full and replaced with the following:

"2.1.1 The Developer paid the Sustainable Transport Contribution to the LPA on 28 October 2022 pursuant to application reference 22/00404/106.

*2.1.2 In the first one year period from the date of payment of the Sustainable Transport Contribution and thereafter in every two year period following the date of payment of the Sustainable Transport Contribution ("**Relevant Period**") until otherwise agreed with the LPA in writing, the Developer shall:*

- (a) Carry out or procure the carrying out of Event Day Surveys for at least four Events (unless otherwise agreed in writing with the LPA), taking place within the Stadium during each Relevant Period, such events to be agreed in advance in writing with the LPA; and*
- (b) Submit to the LPA within 28 days of the end of each Relevant Period a report setting out the details and results of the Event Day Surveys carried out in that period.*

2.1.3 The LPA covenants to provide the Developer upon reasonable written request with evidence of what the Sustainable Transport Contribution has been spent on."

- 2.9 Paragraphs 2.2.1 – 2.2.9 shall be deleted in full and replaced with the following:

"2.2.1 The Developer paid the Sustainable Transport Contribution to the LPA on 28 October 2022 pursuant to application reference 22/00404/106.

2.2.2 From the date of payment of the Sustainable Transport Contribution for a period of 12 years, the Developer shall, unless otherwise agreed in writing with the LPA:

- (a) Carry out or procure the carrying out of Non-Event Day Surveys for Non-Event Days as follows;*
 - (i) for the first calendar year following payment of the Sustainable Transport Contribution;*
 - (ii) for years two and three together following payment of the Sustainable Transport Contribution; and*

(iii) at three yearly intervals thereafter.

(b) *Submit to the LPA within 28 days of the end of each period noted above in 2.2.2(a) a report setting out the details and results of the Non-Event Day Surveys carried out in that period and confirmation that condition OST.99 of 19/00438/NMA is being complied with.*

2.10 Paragraph 3 shall be deleted in full and replaced with the following:

"3. NOT USED."

2.11 Paragraph 4 shall be deleted in full and replaced with the following:

"4. NOT USED."

2.12 Paragraph 5.2 shall be deleted in full and replaced with the following:

"5.2 The obligations set out in paragraph 5.1 of this Schedule shall continue from the date of this Agreement until all necessary PTOC Agreements have been entered into unless the LPA agree in writing that the obligation set out in paragraph 5.1 of this Schedule 1 shall cease."

2.13 Paragraph 5.3.3 shall be deleted in full and replaced with the following:

"5.3.3 in the event that any PTOC Agreement expires or is terminated the Developer shall notify the LPA and provide an explanation as to why the relevant PTOC Agreement was terminated and/or what the impact is likely to be on the Key Underground Rail and Bus Routes and what further steps (if any) the Developer proposes to take to increase capacity on the Key Underground Rail and Bus Routes on Event Days."

2.14 Paragraphs 6.2 – 6.3.3 shall be deleted in full and replaced with the following:

"6.2. NOT USED.

6.3 NOT USED."

2.15 Paragraph 7 shall be re-titled **"CAR PARKS"**.

2.16 Paragraph 7.2 shall be deleted in full and replaced with the following:

"7.2 The Developer shall implement the Car Parking Management Strategy as Approved by the LPA pursuant to reference 16/00192/AOD."

2.17 Paragraph 9.1 shall be deleted in full and replaced with the following:

"9.1 The Developer will make the relevant Public Transport Operating Company aware of Events through the Safety Advisory Group (to which it shall be invited to attend) prior to the commencement of each Football Season and each non-Football Season and request confirmation as to whether paragraph 9.2.1 or paragraph 9.2.2 of this Schedule 1 shall apply for Event Days for the duration of each Football Season and non-Football Season". In any circumstance where that is not appropriate or possible not less than 30 Working Days (or as soon as practicable in the event that the Developer has less than 30 Working Days notice of an Event or the commencement of the Football Season or non-Football Season) before an Event or the commencement of the Football Season or non-Football Season the Developer shall contact the relevant Public Transport Operating Company and request confirmation as to whether paragraph 9.2.1 or paragraph 9.2.2 of this Schedule 1 shall apply for Event Days for the duration of each Football Season and non-Football Season."

2.18 Paragraph 10 shall be deleted in full and replaced with the following:

"10. NOT USED."

2.19 Paragraphs 11.3 shall be deleted in full and replaced with the following:

"11.3 The PP and PAOS Management Plan was approved by the LPA pursuant to application reference 20/00243/AOD."

3 SCHEDULE 2

3.1 The following definitions shall be deleted in full:

- (a) Football Season;
- (b) Full EMP (Football Season) Monitoring Report;
- (c) Full EMP (Non-Football Season) Monitoring Report;
- (d) Key Underground Rail and Bus Routes;

(e) Local Stations;

(f) Non-Football Season.

3.2 Paragraphs 1.2 – 1.4 shall be deleted in full.

3.3 Paragraph 2.1 shall be deleted in full and replaced with the following:

"2.1 Following payment of the Sustainable Transport Contribution the Developer shall prepare and submit to the LPA for Approval the results of the Event Management Monitoring Plan and thereafter at two yearly intervals, the results will be submitted to the LPA for Approval within 28 days of the end of the relevant period."

4 SCHEDULE 3

4.1 The following definitions shall be deleted in full:

(a) Design Process;

(b) Quality Review Panel.

4.2 Paragraphs 1.1 – 1.4 shall be deleted in full and replaced with the following:

"1.1 The Preferred Stadium Facade Treatment was Approved by the LPA pursuant to application reference 16/00106/ADV.

1.2 The Stadium Façade Treatment was undertaken by the Developer pursuant to the Preferred Stadium Facade Treatment Approved by the LPA."

5 SCHEDULE 4

5.1 Paragraph 2.1.4 shall be deleted in full and replaced with the following:

"2.1.4 for a maximum of three years after the Re-Opening Date, annual monitoring information in relation to those employed at the Development with details of overall numbers employed by each operator, sub-operator, tenant or sub-tenant (as the case may be) and numbers of which are persons living in each of the Host Boroughs such information

to include where possible for each employee (and only provided to Local Labour and Business Schemes with the consent to the employee):

- (a) full postcode of their home address;*
- (b) their gender;*
- (c) their age group (16-24, 25-49, 50-55 and over 55);*
- (d) their job title;*
- (e) details of any disability;*
- (f) the skill level of each employee (including if applicable completion of an apprenticeship skills course or vocational qualification);*
- (g) the training received by each employee."*

5.2 Paragraph 3.1.1 and 3.1.2 shall be deleted in full and replaced with the following:

"3.1.1 within one month of the date of the 1 January 2025 and on each annual anniversary of the date of the 1 January 2025 for a period of five years, the provision by the Developer to the LPA and the Host Boroughs of a schedule identifying opportunities existing or anticipated to exist at the Development for contracted and sub-contracted work;

3.1.2 on each annual anniversary of the date of the 1 January 2025, the provision of a list by the Developer to the LPA and the Host Boroughs containing details of the gross composite value and proportion of the total value of all contracts between the Developer and businesses based in the Host Boroughs including the name of businesses to which contracts have been let and the location of such businesses (but not the individual value attributable to each contract);

6 SCHEDULE 5

6.1 The following definitions shall be deleted in full:

- (a) Old Ford Facility;*
- (b) Old Ford Study.*

6.2 Paragraph 2 shall be deleted in full and replaced with the following:

"2. NOT USED."

7 APPENDICIES

7.1 Appendix 1 shall be deleted in full and replaced with the following:

***"APPENDIX 1
NOT USED"***

7.2 Appendix 10 shall be deleted in full and replaced with the following:

***"APPENDIX 10
NOT USED"***

7.3 Appendix 11 shall be deleted in full and replaced with the following:

***"APPENDIX 11
NOT USED"***

7.4 Appendix 12 shall be deleted in full and replaced with the following:

***"APPENDIX 12
NOT USED"***

APPENDIX 1

CONFORMED SECTION 106 AGREEMENT

DATED 12 August 2013

(1) LONDON LEGACY DEVELOPMENT
CORPORATION

(2) E20 STADIUM LLP

PLANNING OBLIGATION BY AGREEMENT

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

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

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THIS AGREEMENT is made on 12 August 2013

BETWEEN:

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

RECITALS

WHEREAS:

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

OPERATIVE PROVISIONS:

8 INTERPRETATION

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

"1990 Act" Town and Country Planning Act 1990;

"Agreement" this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;

"Alternative Event"	any event (either pitch sports, including athletics or non-pitch sports) which is not a Resident Football Team match nor a music concert or other cultural or leisure event;
"Anticipated Commencement Date"	the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced;
"Approve"	<p>a decision by the LPA to approve a Submitted Document pursuant to any of the following:</p> <ul style="list-style-type: none"> (a) Clause 16 (approval of a Submitted Document as submitted); (b) Clause 17.2(b) (approval of a Submitted Document incorporating the Report Amendments); (c) Clause 17.3(c) (approval of a Submitted Document following a meeting to discuss the Report Amendments); (d) Clause 17.4(c) (approval following a meeting to discuss a Submitted Document following non-determination by the LPA); (e) Clause 18 (approval of a Submitted Document following a decision of the Expert) <p>and "Approval" and cognate expressions shall be construed accordingly;</p>
"Commencement"	<p>the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "Commenced" shall be construed accordingly PROVIDED THAT the following shall not constitute a material operation for the purposes of this definition:</p> <ul style="list-style-type: none"> (a) works to remove the existing seating at the Stadium; (b) works to remove the existing field of play at the Stadium; (c) works to remove the existing roof of the Stadium; and (d) other deconstruction and decommissioning works (as may be agreed with the LPA);
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development;
"Comply"	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or

discharge and "Compliance" shall be construed accordingly;

- "Consent"** any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;
- "Development"** the development of the Olympic Stadium Island and all other operations and/or works authorised by the Planning Permission and Variation Permissions;
- "Dispute"** any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
- "Event"** any of the following:
- (a) a Resident Football Team football match with a capacity of up to 62,500 spectators;
 - (b) an Alternative Event with a capacity of up to 62,500 spectators;
 - (c) a music concert or other cultural or leisure event with a capacity of up to 80,000 spectators;
 - (d) a World Championship Athletics Event with a capacity of up to 59,000 spectators;
- "Event Day"** any day during which the Stadium is used to hold an Event;
- "Expert"** an independent expert appointed in accordance with the provisions of Clause 18 to determine a Dispute;
- "Legal Interest"** any freehold or leasehold interest in the Site;
- "LPA Response Date"** not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where:
- (a) the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or

- (b) the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document;

"Non-Event Day"

a day when the Stadium is not being used to hold an Event;

"Off Site"

on land outside the Site;

"Olympic Stadium Island"

the whole of the land to which the Planning Permission relates, as the same is shown edged red on the plan attached at Appendix 4

"On Site"

on land within the Site;

"Parties"

the parties to this Agreement and the word "**Party**" shall mean either one of them;

"Planning Application"

the application for planning permission submitted to the LPA and given reference number 12/00066/FUM by the LPA and / or the Variation Applications (as applicable);

"Planning Permission"

the planning permission which may be granted subject to conditions for the proposals within the Planning Application and / or pursuant to the Variation Applications;

"Public Use"

admittance of the public to the Development **SAVE THAT:**

- (a) use of the Development for the hosting of any Rugby World Cup 2015 rugby matches and the hosting of any ancillary events forming part of the Rugby World Cup 2015 programme; and
- (b) use of the Development for the hosting of any test events between 1 August 2015 and 31 October 2015 **SUBJECT TO** such events having been agreed in writing between the LPA and the Developer before they are held

shall not constitute public use for the purposes of this definition only;

"Reasonable Endeavours"

that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);

"Refusal Notice"

a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve and enclosing the Report Amendments;

"Report Amendments"

those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document together with brief reasons why it requires those amendments to be made to enable it to Approve such Submitted Document;

"Requisite Consents"

such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;

"Resident Football Team"

the football team(s) whose home ground is the Stadium;

"Re-Open"	means re-opening of the Development for Public Use after the Development has been Completed and "Re-Opened" and similar expressions shall be construed accordingly;
"Re-Opening Date"	the date the Development Re-Opens;
"Rugby World Cup 2015"	the international sporting event known as the Rugby World Cup to be hosted by England in September and October 2015;
"Site"	part of the Olympic Stadium Island as the same is shown edged red on the plan contained in Appendix 5;
"Stadium"	the Olympic Stadium which is located on the Olympic Stadium Island;
"Submitted Document"	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement;
"Supplemental Section 106 Agreement"	a supplemental section 106 agreement to be entered into pursuant to the provisions of Clause 11.1(c) of this Agreement and to be in the form or substantially in the form of the draft contained hereto at Appendix 3 and in accordance with all necessary enabling powers;
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site;
"Variation Applications"	the applications for planning permission submitted to the Local Planning Authority and given reference

numbers 16/00062/VAR and 20/00060/VAR by the Local Planning Authority;

"Variation Permissions"

the planning permission which may be granted subject to conditions for the proposals set out in the Variation Applications;

"Working Day"

a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive; and

"World Championship Athletics Event"

the event known as the World Championship in Athletics organised by the International Association of Athletics Federations.

8.2 In this Agreement:

- (a) unless otherwise indicated reference to any:
 - (i) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
 - (ii) paragraph is to a paragraph of a Schedule to this Agreement;
 - (iii) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
 - (iv) Part is to a part of an Appendix to this Agreement;
 - (v) table is to a table of an Appendix to this Agreement;
 - (vi) Recital is to a Recital to this Agreement; and
 - (vii) plan, is to a plan annexed to this Agreement as an Appendix;
- (b) references to any statute or statutory provision include references to:
 - (i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;

- (ii) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
 - (iii) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- (c) headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- (d) any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;
- (e) references to the Site include any part of it;
- (f) references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- (g) subject to Clauses 9.5 and 9.6 references to the Developer include:
 - (i) at the date of this Agreement, E20 Stadium LLP;
 - (ii) persons deriving title from the Developer; and
 - (iii) the Developer's successors, assigns, transferees;
- (h) references to the LPA include its successor bodies in function;
- (i) "including" means "including without limitation";
- (j) unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;

- (k) unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- (l) any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- (m) save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.

8.3 The Interpretation Act 1978 shall apply to this Agreement.

8.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

8.5 Where in this Agreement any matter is referred to dispute resolution under Clause 18 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.

8.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-

- (a) use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- (b) endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 8.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

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

9 EFFECT OF THIS AGREEMENT

- 9.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 9.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 9.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 9.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Site and, subject to Clauses 9.5 and 9.6, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 9.4 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.

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

10 CONDITIONALITY

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

11 THE DEVELOPER'S COVENANTS WITH THE LPA

- 11.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall:
- (a) perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;

- (b) not encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
- (c) prior to 1 January 2014 and provided that the Developer is at that date the proprietor of a Legal Interest in the Site it shall unconditionally deliver the Supplemental Section 106 Agreement for the purposes of confirming that the relevant obligations, covenants and undertakings in this Agreement shall be binding on the Developer's Legal Interest in the Site;
- (d) not Re-Open the Development unless and until it has unconditionally delivered the Supplemental Section 106 Agreement;
- (e) notify the LPA of the Anticipated Commencement Date not less than five Working Days prior to the actual Commencement of Development;
- (f) notify the LPA at least three months prior to the anticipated Re-Opening Date;
- (g) notify the LPA of the actual Re-Opening Date within five Working Days of that date;
- (h) notify the LPA at least three months prior to the date that the Development is anticipated to be used to hold the first Event Day and Non—Event Day respectively;
- (i) notify the LPA of the date on which the first Event Day and Non-Event Day take place within five Working Days of each day respectively.

11.2 The Parties agree to enter into such deeds as contemplated by Clause 11.1(c) as soon as reasonably practicable and as shall be necessary to give effect to that Clause and Clause 11.1(d).

12 THE LPA'S COVENANTS WITH THE DEVELOPER

12.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

- 12.2 Subject to Clause 12.3 the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 12.3 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 12.2 shall cease to apply in respect of those monies
- 12.4 Upon payment of monies to an Other Statutory Authority pursuant to Clause 12.3 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

13 NOTICES

- 13.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:
- (a) if delivered by hand, the next Working Day after the day of delivery; and
 - (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 13.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Director of Planning Policy and Decisions (For the Attention of: Vivienne Ramsey)
London Legacy Development Corporation — Planning Policy and Decisions Team

Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

with a copy to:

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

Developer:

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

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

14 SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

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

obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

15 VERIFICATION AND ENFORCEMENT

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

16 APPROVAL

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

- (a) 30 (thirty) Working Days of receipt of the Submitted Document from the Developer, or
- (b) where the LPA decides that it needs to report the Submitted Document to its planning committee, 50 (fifty) Working Days of receipt of the Submitted Document

PROVIDED THAT where paragraph (b) applies, the LPA shall notify the Developer of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Submitted Document from the Developer and **FURTHER PROVIDED THAT** in the event the LPA confirms that it does not Approve the Submitted Document the LPA shall issue a Refusal Notice and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or 50 (fifty) Working Days (as applicable) the provisions of Clause 17.4 shall apply.

17 REFUSAL NOTICE

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

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

- (a) within 10 (ten) Working Days of the LPA's receipt of such confirmation the Developer shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;
- (b) the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document;
- (c) in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 18.

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

- (a) not more than 10 (ten) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;
- (b) in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 18 shall apply;
- (c) in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 18 shall apply.

17.4 In the event the LPA does not Approve the Submitted Document or issue a Refusal Notice within the time period specified in Clause 16 the following provisions shall apply:

- (a) not more than five Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;

- (b) in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 18 shall apply;
- (c) in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:
 - (i) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 18 shall apply; or
 - (ii) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document **PROVIDED THAT** in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 18 shall apply.

17.5 The LPA and the Developer may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 17.1 to 17.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

18 DISPUTE RESOLUTION

18.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

18.2 The Notice must specify:

- (a) the nature, basis and brief description of the Dispute;
- (b) the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
- (c) the proposed Expert.

- 18.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 18.7 provides otherwise) to nominate the Expert at their joint expense.
- 18.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 18.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 18.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 18.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- (a) if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
 - (b) if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
 - (c) if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
 - (d) if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and

(e) in all other cases, the President of the Law Society to nominate the Expert.

19 NO WAIVER

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

20 DUTY TO ACT REASONABLY AND IN GOOD FAITH

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

21 EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

22 JURISDICTION AND LEGAL EFFECT

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

22.2 The provisions of this Agreement (other than this Clause 22.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

23 FINAICAL CONTRIBUTIONS AND INDEXATION

23.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

23.2 All payments or financial contributions to be paid to the LPA pursuant to this Agreement will be increased (but not decreased) in accordance with the definition of "Index Linked" in Schedule 1.

24 INTEREST

24.1 If any payment due under this Agreement is paid late, interest shall be payable from the date payment is due to the date that the payment is received at the rate of 3% above the base lending rate of Barclays Bank Plc from time to time.

25 EXECUTION

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

TRANSPORT

DEFINITIONS

- "Buffer Zone"** means an additional area extending to 500 metres from the boundary of the Car Park Monitoring Area;
- "Car Park Agreements"** means legal agreements or other appropriately secured arrangements which have the aim of limiting visitors and/or employees of the Stadium from using the relevant car park and such agreements or arrangements may (without limitation) include the following terms:
- (a) provision for increased parking charges to apply to persons using the relevant car park in order to visit or work at the Stadium during Event Days; and/or
 - (b) provisions for an automatic cost escalator to apply to the charges levied on those using the relevant car park in order to visit or work at the Stadium;
- "Car Park Monitoring Area"** means an area the extent of which shall initially consist of the Proposed Event Day Stadium CPZ Area and which shall be reviewed and altered as necessary as part of the review of the Car Parking Management Strategy;
- "Car Park Management Strategy"** means a strategy which shall include (without limitation) a commitment to:
- review the strategy at regular intervals which shall include a review of the Car Park Monitoring Area and the review of the Car Park Monitoring Area shall take into account the results of the monitoring of the Buffer Zone;
 - if necessary following the outcome of a review of Car Park Monitoring Area to extend the Car Park Monitoring Area into the Buffer Zone;

"Event Day Surveys"	means surveys in order to determine the modal split of visitors to the Stadium such Events to be agreed in advance in writing with the LPA;
"Event Day Travel Plan"	means the travel plan that is to be prepared and submitted to the LPA pursuant to condition OST.96 of the Planning Permission in relation to Event Days;
"Football Season"	means the period commencing on 1 August in any given year and ending on 31 May the following year;
"Index Linked"	means that the relevant sum shall be increased (and not decreased) to reflect the net movement in the Retail Price Index all items published by the Office of National Statistics or any official publication substituted for it over the relevant period the amount of such increase to be calculated as follows:- $A \times \frac{B}{C} = D$ <p>where:</p> <p>A = the relevant sum as specified in this Agreement in pounds sterling;</p> <p>B = the Retail Price Index all items at the date the relevant sum is payable;</p> <p>C = the Retail Price Index all items at the date of this Agreement;</p> <p>D = the resultant sum in pounds sterling payable under this Agreement;</p>
"Non-Event Day Surveys"	means an email survey of staff, tenants and contractors attending the Stadium undertaken every two years in order to determine the modal split and a survey of at least ten conference or non-conference events each to be on different days and of differing sizes in order to determine the modal split of visitors to the Stadium;
"Non-Football Season"	means the period commencing on 1 June and ending on 31 July during each calendar year;
"Permissive Paths"	means those paths which are shown by broken blue lines on the plan contained at Appendix 8;
"Permitted Closures"	means temporary closure of any Permissive Path and/or area of Publicly Accessible Open Space (or part thereof) in the following circumstances:

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

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

"PP and PAOS Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Permissive Paths and Publicly Accessible Open Space (including all associated street furniture, lighting, security equipment and drainage) to be submitted to and Approved by the LPA pursuant to paragraph **Error! Reference source not found.** of this Schedule 1;

"Proposed Event Day Stadium CPZ Area" means the area shown edged with a broken red line on the plan contained at Appendix 9;

"PTOC Agreements" means legal agreements or other arrangements entered into between the Developer and the Public Transport Operating Companies to secure the provision of additional rail, underground or bus services for travel to and from the Stadium with the aim of ensuring that sufficient capacity is available for each Event to accommodate reasonably anticipated attendance at the Stadium without excessive waiting;

"Public Transport Operating Companies" means Transport for London and its subsidiaries (including DLR Limited) together with a successor in function and any other corporate entity which is responsible for the operation of any of the public

transport routes which are used by visitors to the Stadium;

"Publicly Accessible Open Space" areas of coherent open space which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space;

"Relevant Local Highway Authority" means the local highway authority for the highway that is the subject of the relevant obligation contained in this Agreement;

"Sustainable Transport Contribution" means the sum paid pursuant to LPA reference 22/00404/106 to be applied by the LPA towards the funding of Sustainable Transport Measures;

"Sustainable Transport Measures" measures that the LPA reasonably considers will promote the use of sustainable methods of transport by visitors to the Stadium on Event Days;

"Wayfinding and Signage Contribution" means the sum of £125,000 (one hundred and twenty five thousand pounds) towards wayfinding and signage improvements within Stratford Regional Station;

(a) GENERAL FUNDING COMMITMENT

a.1 The Developer shall ensure that it will have access to suitable funding to ensure that it is able to Comply with the provisions of this 0 as they arise.

(b) TRAVEL PLAN MONITORING

b.1 Event Day Travel Plan Monitoring

(a) The Developer paid the Sustainable Transport Contribution to the LPA on 28 October 2022 pursuant to application reference 22/00404/106.

(b) In the first one year period from the date of payment of the Sustainable Transport Contribution and thereafter in every two year period following the date of payment of the Sustainable Transport Contribution ("**Relevant Period**") until otherwise agreed with the LPA in writing, the Developer shall:

(i) Carry out or procure the carrying out of Event Day Surveys for at least four Events (unless otherwise agreed in writing with the LPA), taking place within the Stadium during each Relevant Period, such events to be agreed in advance in writing with the LPA; and

(ii) Submit to the LPA within 28 days of the end of each Relevant Period a report setting out the details and results of the Event Day Surveys carried out in that period.

(c) The LPA covenants to provide the Developer upon reasonable written request with evidence of what the Sustainable Transport Contribution has been spent on.

b.2 Non-Event Day Travel Plan Monitoring

- (a) The Developer paid the Sustainable Transport Contribution to the LPA on 28 October 2022 pursuant to application reference 22/00404/106.
- (b) From the date of payment of the Sustainable Transport Contribution for a period of 12 years, the Developer shall, unless otherwise agreed in writing with the LPA:
 - (i) Carry out or procure the carrying out of Non-Event Day Surveys for Non-Event Days as follows;
 - (A) for the first calendar year following payment of the Sustainable Transport Contribution;
 - (B) for years two and three together following payment of the Sustainable Transport Contribution; and
 - (C) at three yearly intervals thereafter.
 - (ii) Submit to the LPA within 28 days of the end of each period noted above in 2.2.2(a) a report setting out the details and results of the Non-Event Day Surveys carried out in that period and confirmation that condition OST.99 of 19/00438/NMA is being complied with.
- (c) **NOT USED.**
- (d) **NOT USED.**
- (e) **PTOC AGREEMENTS**
 - e.1 In order to achieve the aim of increasing capacity on the Key Underground Rail and Bus Routes the Developer shall (unless otherwise agreed by the LPA) use Reasonable Endeavours to enter into all necessary PTOC Agreements.
 - e.2 The obligations set out in paragraph 5.1 of this Schedule shall continue from the date of this Agreement until all necessary PTOC Agreements have been entered into unless the LPA agree in writing that the obligation set out in paragraph 5.1 of this Schedule 1 shall cease.
 - e.3 Subject to paragraph e.2 of this 0 the Developer shall:
 - (a) update the LPA on its progress in entering into PTOC Agreements:
 - (i) prior to the Re-Opening Date; and
 - (ii) on each anniversary of the Re-Opening Date until such PTOC Agreements have been entered into;
 - (b) provide a certified copy of any completed PTOC Agreement to the LPA (with any commercially confidential information redacted) as soon as reasonably practicable following completion; and
 - (c) in the event that any PTOC Agreement expires or is terminated the Developer shall notify the LPA and provide an explanation as to why the relevant PTOC Agreement was terminated and/or what the impact is likely to be on the Key Underground Rail and Bus Routes and what further steps (if any) the Developer proposes to take to increase capacity on the Key Underground Rail and Bus Routes on Event Days.

(f) CAR PARKS IN THE LOCALITY OF THE STADIUM

f.1 Unless otherwise agreed by the LPA, the Developer will use Reasonable Endeavours to enter into Car Park Agreements with the operators of the car parks at the following locations:

- (a) Stratford Westfield, Westfield Stratford City, Montfichet Road, Olympic Park, London United Kingdom, E20 1EJ;
- (b) Stratford Old Town, Stratford Multi-Storey Car Park, Great Eastern Road, Stratford, London E15 1BB;
- (c) Leyton ASDA, Marshall Road, Leyton, London E10 5NH;
- (d) Bow Tesco, Hancock Road, Bow, London E3 3DA; and
- (e) Stratford Morrisons, 112-118 The Grove, London E15 1EN.

f.2 NOT USED.

f.3 NOT USED.

(g) CAR PARKS

g.1 The Developer shall not Re-Open the Stadium unless and until it has prepared and submitted to the LPA for Approval a Car Parking Management Strategy.

g.2 The Developer shall implement the Car Parking Management Strategy as Approved by the LPA pursuant to reference 16/00192/AOD.

(h) CONTROLLED PARKING ZONES

h.1 The Developer shall not Re-Open the Stadium unless and until it has used its Reasonable Endeavours to ensure that that controlled parking zones are in place for Event Days over the entirety of the Proposed Event Day Stadium CPZ Area **SUBJECT TO** the obtaining of all Requisite Consents.

h.2 In order to Comply with paragraph h.1 of this 0 the Developer shall (if necessary):

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

(i) STAFFING OF DLR STATIONS

i.1 The Developer will make the relevant Public Transport Operating Company aware of Events through the Safety Advisory Group (to which it shall be invited to attend) prior to the commencement of each Football Season and each non-Football Season and request confirmation as to whether paragraph 9.2.1 or paragraph 9.2.2 of this Schedule 1 shall apply for Event Days for the duration of each Football Season and non-Football Season". In any circumstance where that is not appropriate or possible not less than 30 Working Days (or as soon as practicable in the event that the Developer has less than 30 Working Days notice of an Event or the commencement of the Football Season or non-Football Season) before an Event

or the commencement of the Football Season or non-Football Season the Developer shall contact the relevant Public Transport Operating Company and request confirmation as to whether paragraph 9.2.1 or paragraph 9.2.2 of this Schedule 1 shall apply for Event Days for the duration of each Football Season and non-Football Season.

i.2 Following the receipt of a response to its request made under paragraph i.1 of this 0 the Developer covenants to either:

(a) before the relevant Event takes place and in accordance with the invoicing arrangements issued by the relevant Public Transport Operating Company pay to the relevant Public Transport Operating Company the costs and expenses of the relevant Public Transport Operating Company for the provision of staff at Pudding Mill Lane Station and Stratford International DLR Station on Event Days; or

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

(j) NOT USED

(k) PUBLIC ACCESS

k.1 Subject to 0 by not later than the Re-Opening Date the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Permissive Paths and Publicly Accessible Open Space at all times free of charge **SUBJECT TO:**

(a) Permitted Closures; and

(b) any lawful requirements of the police or any other competent authority.

k.2 Subject to paragraph k.1 of this 0 the Developer shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Permissive Paths and Publicly Accessible Open Space.

k.3 The PP and PAOS Management Plan was approved by the LPA pursuant to application reference 20/00243/AOD.

k.4 The Developer shall, at its own expense, manage and maintain the Permissive Paths and Publicly Accessible Open Space for the life of the Development in accordance with the PP and PAOS Management Plan.

(l) WAYFINDING AND SIGNAGE CONTRIBUTION

l.1 Prior to the implementation of the Section 73 Planning Permission the Developer shall pay the Wayfinding and Signage Contribution to the LPA.

l.2 The Section 73 Planning Permission shall not be implemented until the Wayfinding and Signage Contribution has been paid to the LPA.

EVENT MANAGEMENT PLAN

DEFINITIONS

"Event Management Plan" means the event management plan that is required to be prepared and submitted in relation to the Events to the LPA pursuant to condition OST.106 of the Planning Permission;

"Event Management Monitoring Plan" means monitoring of the Event Management Plan by carrying out and/or obtaining from relevant stakeholders (without limitation) the following information in relation to the Events:

1. Event start and end times;
2. details of methods used to retain visitors at the Stadium;
3. a summary of changes to any crowd management measures set out in the approved Event Management Plan;
4. the profile of arrival and departure times of visitors to the Stadium;
5. any observed or reported changes of crowding beyond expected levels at local and remote stations;
6. enhanced services being operated;
7. general observations on Event performance;

(a) EVENT MANAGEMENT PLAN MONITORING

a.1 In order to monitor the effectiveness of the Event Management Plan the Developer shall carry out the Event Management Plan Monitoring.

(b) EVENT MANAGEMENT PLAN

b.1 Following payment of the Sustainable Transport Contribution the Developer shall prepare and submit to the LPA for Approval the results of the Event Management Monitoring Plan and thereafter at two yearly intervals, the results will be submitted to the LPA for Approval within 28 days of the end of the relevant period.

DESIGN

DEFINITIONS

"Preferred Stadium Façade Treatment" means the Developer's preferred choice of Stadium Façade Treatment which has been selected following the completion of the Design Process;

"Stadium Façade Treatment" means any works or other external treatment to the facade of the Stadium including but not limited to any lighting and/or branding to the facade of the Stadium.

(a) STADIUM FACADE TREATMENT

- a.1 The Preferred Stadium Façade Treatment was Approved by the LPA pursuant to application reference 16/00106/ADV.
- a.2 The Stadium Façade Treatment was undertaken by the Developer pursuant to the Preferred Stadium Façade Treatment Approved by the LPA.

EMPLOYMENT AND TRAINING

DEFINITIONS

"GLA" means the Greater London Authority and its successors in function;

"Host Boroughs" means together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest and their respective successors in function;

"Legacy Communities Scheme Careers Programme Group" means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;

"Local Labour and Business Schemes" each and every of the following schemes:-

- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group;
- (b) in the London Borough of Hackney — the scheme known as "On-Site";
- (c) in the London Borough of Newham — the scheme known as "Workplace";
- (d) in the London Borough of Tower Hamlets — the scheme known as "Skillsmatch";
- (e) in the London Borough of Waltham Forest — the scheme known as "Worknet"

"London Living Wage" means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA

(a) LOCAL LABOUR

a.1 The Developer shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to,:-

- (a) advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in each of the Host Boroughs;
- (b) notify Local Labour and Business Schemes in the Host Boroughs of all job vacancies arising from the Development;

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

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

(b) LIAISON WITH LOCAL LABOUR AND BUSINESS SCHEMES

b.1 The Developer shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs) use Reasonable Endeavours to, provide Local Labour and Business Schemes with the following:-

- (a) details of the nominated officer who will be the key contact with whom Local Labour and Business Schemes' staff can liaise on local employment and supply chain initiatives;
- (b) details of initial, future and ongoing skills, needs and expected job vacancies throughout their involvement with the Development;
- (c) interview feedback following interviews with any people put forward by Local Labour and Business Schemes so that staff can address any skills/experience shortages that have been identified; and
- (d) for a maximum of three years after the Re-Opening Date, annual monitoring information in relation to those employed at the Development with details of overall numbers employed by each operator, sub-operator, tenant or sub-tenant (as the case may be) and numbers of which are persons living in each of the Host Boroughs such information to include where possible for each employee (and only provided to Local Labour and Business Schemes with the consent to the employee):
 - (i) full postcode of their home address;
 - (ii) their gender;
 - (iii) their age group (16-24, 25-49, 50-55 and over 55);
 - (iv) their job title;
 - (v) details of any disability;
 - (vi) the skill level of each employee (including if applicable completion of an apprenticeship skills course or vocational qualification);
 - (vii) the training received by each employee.

(c) BUSINESS SUPPORT AND DEVELOPMENT

- c.1 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international the Developer shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that businesses based in the Host Boroughs are provided with opportunities to bid for contracts and other opportunities arising from the Development such measures to include:-
- (a) within one month of the date of the 1 January 2025 and on each annual anniversary of the date of the 1 January 2025 for a period of five years, the provision by the Developer to the LPA and the Host Boroughs of a schedule identifying opportunities existing or anticipated to exist at the Development for contracted and sub-contracted work;
 - (b) on each annual anniversary of the date of the 1 January 2025, the provision of a list by the Developer to the LPA and the Host Boroughs containing details of the gross composite value and proportion of the total value of all contracts between the Developer and businesses based in the Host Boroughs including the name of businesses to which contracts have been let and the location of such businesses (but not the individual value attributable to each contract);
 - (c) from the date of this Agreement, frequent liaison by the Developer and its operator, sub-operators, tenants and sub-tenants with the business development teams within each of the Host Boroughs and engagement with local business support agencies in the Host Boroughs to support and build local companies' capacity to bid for, and win, contracts associated with the Development; and
 - (d) the posting of contract opportunities arising from the Development on electronic brokerage services, such as CornpeteFor (or a CompeteFor alternative) and the placing of adverts for contracts associated with the internet.

SUSTAINABILITY

DEFINITIONS

"Minimum BREEAM Score" 70% of the available credits for the BREEAM 2011 Excellent Standard;

"Target BREEAM Score" 75% of the available credits for the BREEAM 2011 Excellent Standard;

"Legacy Transformation Permission" means the planning permission granted by the Olympic Delivery Authority with reference number 11/90313NARODA;

"Slot-In Permissions" means any planning permissions granted for the carrying out of development related to or in substitution for the development authorised under the Legacy Transformation Permission.

(a) BREEAM

a.1 The Developer covenants that it shall:

- (a) ensure that the Development achieves at least the Minimum BREEAM Score; and
- (b) use Reasonable Endeavours to achieve the Target BREEAM Score.

a.2 In relation to paragraph (a) of this 0 the Developer shall submit to the LPA evidence that a pre-assessment report has been prepared for submission to a BREEAM certification body indicating that the Development can achieve at least the Minimum BREEAM Score.

(b) NOT USED.

(c) CONSTRUCTION MOVEMENTS BY RAIL AND WATER

c.1 The Developer shall use Reasonable Endeavours to transport aggregates, steel and other bulk construction materials to and from the Site by rail and/or water so that the Development and the development permitted by the Legacy Transformation Permission (including all Slot-In Permissions) have when taken together achieved a combined target of at least 50% of bulk construction materials by weight used in the construction or arising from the construction being transported by rail and/or water.

(d) REDUCTION OF ENERGY DEMAND

d.1 The Developer shall use Reasonable Endeavours to encourage the main operator of the Development, any sub-operators and its tenant(s) and any sub-tenants of the Development to reduce their energy usage which shall include (without limitation):

- (a) dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- (b) the promotion of the use of energy efficient appliances; and
- (c) the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

COMPENSATORY HABITAT

DEFINITIONS

- "BAP Habitat" means the type and quality of space and features to support the priority habitats and species outlined in the Olympic Park Biodiversity Action Plan 2008;
- "Compensatory Habitat" the provision of in-channel wall mounted reed planters as illustrated in Appendix 13;
- "Compensatory Habitat Area" means the area shown coloured yellow on the plan attached at Appendix 14;
- "Compensatory Habitat Scheme" means a scheme for the maintenance of the Compensatory Habitat which shall include:
- (a) frequency of inspections to assess any damage to fixings, fixtures and planting;
 - (b) arrangements for the removal of debris;
 - (c) arrangement for the replacement of damaged or diseased planting;
 - (d) measures to manage in accordance with the Olympic Park BAP Habitat maintenance approved strategy;

(a) COMPENSATORY HABITAT

- a.1 Prior to the Re-Opening Date (and subject to obtaining all Requisite Consents) the Developer shall have:
- (a) provided not less than 152 metres of Compensatory Habitat within the Compensatory Habitat Area; and
 - (b) submitted to the LPA for Approval the Compensatory Habitat Scheme.
- a.2 The Developer shall throughout the life of the Development maintain the Compensatory Habitat in accordance with the Compensatory Habitat Scheme.

COMMUNITY TRACK

DEFINITIONS

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

(a) ACCESS TO COMMUNITY TRACK

- a.1 The Developer shall ensure that the Community Track is available for use by the general public, schools or community groups on not less than 250 days per calendar year.
- a.2 The LPA and the Developer agree that the Developer may levy a charge(s) on the general public for access to, and use of, the Community Track **PROVIDED THAT** any such charge(s) shall be in line with the charges levied from time to time for access to other leisure facilities in the London Borough of Newham that are owned and/or operated by the London Borough of Newham.

EXECUTED as a deed by affixing the)
Common Seal of **LONDON LEGACY**)
DEVELOPMENT CORPORATION)
)
in the presence of : -)

.....
Authorised Signatory

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

.....
Authorised signatory of **NEWHAM LEGACY**
INVESTMENTS LIMITED

.....
Authorised signatory of **NEWHAM LEGACY**
INVESTMENTS LIMITED

.....
SIGNATURE OF WITNESS

.....
NAME OF WITNESS (IN BLOCK CAPITALS)

.....
ADDRESS OF WITNESS

.....
OCCUPATION OF WITNESS

APPENDIX 1
NOTED USED

APPENDIX 2
DRAFT PLANNING PERMISSION

APPENDIX 3

SUPPLEMENTAL SECTION 106 AGREEMENT

FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT

(REQUIRED PURSUANT TO CLAUSE 11.1(c))

DATED

2013

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

SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

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

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

THIS AGREEMENT is made on 12 August 2013

BETWEEN:

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

RECITALS

WHEREAS:

The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Site is situated.

On [] 2013 the LPA and E20 entered into the Principal Agreement.

E20 had prior to the date of this Agreement an equitable interest only in the Site.

On [] 201[] the Agreement for Lease became unconditional and as a result E20 has now been granted the Leases.

- (G) This Supplemental Agreement is entered into pursuant to the requirements of Clause 11.1(c) of the Principal Agreement and is entered into for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Agreement are binding on E20's Legal Interest in the Site for the purposes of the said section 106 of the 1990 Act

OPERATIVE PROVISIONS:

(a) INTERPRETATION

- a.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to the, in the Principal Agreement.
- a.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

"Agreement for Lease" means an agreement dated 22 March 2013 and made between (1) the London Legacy Development Corporation and (2) E20 Stadium LLP;

"Leases" has the meaning given in the Agreement for Lease;

"Principal Agreement" means an agreement dated [] 201[] between the LPA (1) and the E20 (2) and entered into pursuant to section 106 of the 1990 Act and other relevant powers.

(b) OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- b.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990 and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- b.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Site is located.
- b.3 E20 confirms to and covenants with the LPA that from the date of this Supplemental Agreement its Legal Interest in the Site is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Site and, subject to Clauses 9.5 and 9.6 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Developer in the Principal Agreement are entered into by E20 with the intent that they shall be enforceable not only against E20 but also against any successors in title to or assigns of E20 and/or any person claiming through or under E20 an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- b.4 The LPA covenants with E20 in respect of the Site to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement.

(c) LOCAL LAND CHARGE

This Supplemental Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof the parties have executed this Deed the day and year first above written

EXECUTED as a deed by affixing the)
Common Seal of **LONDON LEGACY**)
DEVELOPMENT CORPORATION)
)
in the presence of : -)

.....
Authorised Signatory

EXECUTED as a deed by **E20 STADIUM LLP**)
acting by its Members **NEWHAM LEGACY**)
INVESTMENTS LIMITED and **LONDON**)

LEGACY DEVELOPMENT CORPORATION)

.....

Director of **NEWHAM LEGACY INVESTMENTS
LIMITED**

.....

Director of **NEWHAM LEGACY INVESTMENTS
LIMITED**

.....

Authorised signatory of **LONDON LEGACY
DEVELOPMENT CORPORATION**

APPENDIX 4
PLAN OF OLYMPIC STADIUM ISLAND

APPENDIX 5

SITE PLAN

APPENDIX 6

PLAN SHOWING EXTENT OF TAXI PICK UP AND DROP OFF MONITORING

APPENDIX 7

PLAN SHOWING EXTENT OF COACH PICK UP AND DROP OFF MONITORING

APPENDIX 8
PERMISSIVE PATHS PLAN

APPENDIX 9

PROPOSED EVENT DAY STADIUM CPZ AREA

APPENDIX 10
EXTENT OF GREENWAY

APPENDIX 11

NOT USED

APPENDIX 12

NOT USED

APPENDIX 13

ILLUSTRATION OF IN-CHANNEL WALL MOUNTED REED PLANTERS

APPENDIX 14
COMPENSATORY HABITAT PLAN