

NOTICE OF MEETING

CABINET MEMBER SIGNING

Monday, 7th November, 2016, 12.30 pm - Civic Centre, High Road, Wood Green, N22 8LE

Members: Councillor Kober

1. FILMING AT MEETINGS

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The chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual or may lead to the breach of a legal obligation by the Council.

2. URGENT BUSINESS

The Leader will advise of any items they have decided to take as urgent business.

3. DECLARATIONS OF INTEREST

A member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct

4. OUTSIDE BROADCASTING FACILITIES LEASE (PAGES 1 - 106)

5. NEW ITEMS OF URGENT BUSINESS

To consider any items admitted at item 2 above.

6. EXCLUSION OF PRESS AND PUBLIC

Item 7 is likely to be subject of a motion of exclude the press and public from the meeting as it contains exempt information as defined in Section 100a of the Local Government Act 1972; Para 3 – information relating to the business or financial affairs of any particular person (including the authority holding that information).

7. OUTSIDE BROADCASTING FACILITIES LEASE (PAGES 107 - 136)

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Friday, 28 October 2016

Report for: Leader's Decision, 7th November 2016

Title: Outside Broadcasting Facilities Lease

Report authorised by : Lyn Garner, Director for Regeneration, Planning and Development

Lead Officer: Helen Fisher, Tottenham Programme Director, 020 8489 3252, Helen.Fisher@haringey.gov.uk

Ward(s) affected: Northumberland Park

Report for Key/

Non Key Decision: Key decision

1. Describe the issue under consideration

- 1.1 The ability to provide exclusive, secure space for outside broadcast facilities on event days is a fundamental requirement for a football club to be able to compete in major sports competitions such as the Premier League, Champions League and to host NFL games.
- 1.2 Planning Sub-committee resolved to grant planning permission and listed building consent on Wednesday 16th December 2015 for Tottenham Hotspur FC's (THFC) new stadium led redevelopment scheme (the 'Northumberland Development Project' (NDP)). 'Stage 2' approval was received from the Mayor of London on 25th February 2016 and permission issued on 15th April 2016 following the Secretary of State's decision not to call-in the application. The consented stadium scheme does not contain outside broadcasting facilities within the structure or footprint of the stadium development.
- 1.3 As well as being a prerequisite for the participation in the sports competitions identified in para 1.1 above, television broadcasting also constitutes a key revenue stream for THFC and therefore an essential component of the funding package for the stadium development scheme.
- 1.4 Tottenham Hotspur FC ("THFC") currently have separate planning permission and a Licence with Haringey Council and Northumberland Park Community School (NPCS) to utilise space within NPCS and highways land on Worcester Avenue to use as outside broadcast space (including a 'Satellite Uplink Vehicle Area' and Event Day car parking). This Licence runs for the period 16th April 2014 – 30th June 2021.
- 1.5 Further information on the Club's requirements for a lease is set out at this paragraph of the Part B exempt information report.
- 1.6 The NPCS site is part of the Northumberland Park Regeneration Area site and is classified as a 'Category 1' asset within the Haringey Development Vehicle (HDV) procurement process. Early plans for the Northumberland Park

Regeneration Area include emerging proposals to relocate Northumberland Park Community School and The Vale Special School into high quality, new premises within the regeneration area. In this circumstance, the Council would want to relocate the Outside Broadcasting facilities in order to facilitate the redevelopment of the school site. The Council has therefore been working with THFC to look at potential alternative sites for the provision of stadium outside broadcast facilities. The lease (a redacted version is attached as appendix 1 – the redactions relate to the event fees and the proposed capital premium) sets out the parameters that allows the Council or HDV to insist on relocation of the outside broadcast facilities to an alternative location. This ability to ‘lift and shift’ the outside broadcast compound means that the Council or HDV is in control of the scale and parameters of any proposed redevelopment of the school site.

- 1.7 This report sets out the rationale and reasons for the Council agreeing to grant a 99 year lease to THFC for their outside broadcast facilities, including how the land has been valued and how ‘best consideration’ (under S123 of the 1972 Local Government Act) has been achieved (please see sections 6 and 9 below).
- 1.8 The ‘Satellite Uplink Vehicle Area’ is located on Highways Authority land and is not subject to the arrangements of the outside broadcast lease. The ‘Satellite Uplink Vehicle Area’ is subject to its own licence arrangements (set out in S115E of the Highways Act 1980) and a long term licence is currently being agreed between THFC and the Council.

2. Cabinet Member Introduction

- 2.1 The Council has high ambitions for North Tottenham. This is an area that will be transformed into a vibrant, mixed and sustainable community and new leisure destination for London – a place where people want to live, work and visit.
- 2.2 Our ambitions will be achieved through substantial place-shaping, the delivery of high quality infrastructure and thousands of additional new homes.
- 2.3 North Tottenham will be known for its mix of urban and landscape settings, strengthened local centre and with improved access to both a busy London high street and the abundant open spaces of the Lee Valley Park.
- 2.4 Tottenham Hotspur Football Club’s Northumberland Development Project, which was granted planning permission on 15th April 2016, is a game changer for north Tottenham and its delivery is a key catalyst for the area’s wider social, economic and physical change. As well as delivering over £600m of investment into north Tottenham, the new Northumberland Development Project also provides other, significant, community benefits. These include hundreds of new homes and jobs, the provision of a new health centre and more high quality public open space. The socio-economic and community benefits of the revised Northumberland Development Project will bring much needed regeneration to Tottenham and help meet the Council’s objectives as set out in both the Tottenham Strategic Regeneration Framework and the emerging Tottenham Area Action Plan. This, in turn, will lead to a net socio-economic and environmental benefit to London as a whole.

- 2.5 The revised Northumberland Development Project scheme will also bring a state-of-the art stadium that will have an increased capacity for football, American Football (NFL), concerts and community events and thus help realise the Council's vision for creating a new leisure destination in north Tottenham. Indeed, through hosting the world's most popular leagues, the Premier League and NFL - collectively viewed by over 5 billion people in 200 countries, the new stadium will raise the profile of Tottenham around the world.
- 2.6 Raising Tottenham's profile and hosting these events requires the ability to televise them through the provision of secure, long term outside broadcast facilities. The provisions set out in the report and the lease recognise the importance of Spurs' role in north Tottenham and the importance of securing the investment in the Northumberland Development Project scheme. The provisions also safeguard the Council's interests in relation to its land, achieving 'best consideration' both now and in the future (see sections 6 and 9 below) and in being able to deliver future change across the Northumberland Park regeneration area.

3. Recommendations

The Leader agrees to:

- 3.1 the Council entering into a 99 year lease with Tottenham Hotspur Football & Athletic Co. Limited (the lease to be entered into is attached as appendix 1) for the provision of outside broadcasting facilities during event periods (a summary of the lease terms is set out in section six below) on the areas of the Northumberland Park Community School site labelled 1, 3, 4 and 5 on the plan attached at appendix 2 of this report, subject to:
- (a) approval by the Governing Body of Northumberland Park Community School;
 - (b) approval/licence to underlet to be obtained under the PFI lease;
 - (c) consent of Secretary of State under Education Act 2011 and Section 77 of the Schools Standards and Framework Act 1998.
- 3.2 delegating any minor amendments required to the lease to the Director for Regeneration, Planning and Development and the Assistant Director for Corporate Governance.

The Leader notes that:

- 3.3 A separate S115E Licence arrangement is being agreed between THFC and the council to allow the club to use land on the corner of Worcester Avenue and Park Lane as a Satellite Uplink Vehicle Area.

4. Reasons for decision

- 4.1 THFC have confirmed in a letter dated 18th October 2016 to the Council (attached at appendix 3 within the exempt part of this report) the dependency

between the club being able to guarantee, long term outside broadcast facilities, and therefore media revenues, and their ability to raise funding required to complete their stadium redevelopment.

- 4.2 Failure to access these funds could delay or jeopardise the scheme. If this is the case it could have a significant impact on local businesses and residents. This could also impact on the Council's comprehensive regeneration plans, which benefit from the catalytic effect of the stadium redevelopment.
- 4.3 Dialogue between the Council and THFC, and subsequent feasibility analysis (attached as appendix 4 is a report from Wilson Owens Owens setting out the due diligence process informing this conclusion), has identified that space for outside broadcast facilities could be incorporated within a redeveloped NPCS site should the NPCS site be the subject of redevelopment proposals (as part of plans to relocate and enhance the school and comprehensive estate regeneration proposals that could come forward within the Northumberland Park regeneration area). This work has also indicated that there are other potential site options available within the area within which the provision of outside broadcast facilities are technically possible, however, for the reasons set out in appendix 4 these have all been deemed to be less deliverable and more sub-optimal locations.

5. Alternative options considered

- 5.1 The Council could refuse to grant a lease to THFC and allow them to continue to operate under the current Licence. It could also delay the decision relating to this until firmer plans for the relocation of the outside broadcasting compound have been developed through a formal master planning process.
- 5.2 Whilst the above options may allow more flexibility in respect of the potential development of the NPCS site, this is likely to prevent THFC from obtaining the funding needed to progress their stadium redevelopment during 2016 and 2017.
- 5.3 Potential options for incorporating an outside broadcasting compound into a redeveloped site have been identified as being feasible (and have formed part of the requirements of the 'Outline Solutions' and 'Detailed Solutions' stages of the HDV procurement).
- 5.4 Therefore, the option to not agree the principle of granting THFC a new lease is not recommended.

6. Background information

Northumberland Development Project

- 6.1 THFC have been promoting the redevelopment of the existing THFC stadium and surrounding site since 2009. In 2012, following revisions to earlier planning applications, THFC secured a planning permission to develop a 56,250 seat stadium, a new supermarket, new commercial space and 285 new homes.

- 6.2 The first phase of this scheme, which included a new supermarket, THFC's administrative offices and new University Technical College, has been built. The Compulsory Purchase Order was confirmed in 2015 and following an unsuccessful judicial review, the remaining land acquired by agreement thereby ensuring that all land required to deliver the project has now been secured. The main operative planning permission and listed building consent for the stadium scheme (Refs HGY/2015/3000 & HGY/2015/3001) have now been lawfully implemented and construction is progressing accordingly.
- 6.3 In December 2015, Planning Sub-Committee granted planning permission for a revised NDP scheme (subsequently approved by the Mayor of London on the 25th February 2016). The revised scheme will increase the capacity of the stadium to 61,000 seats with an associated 'Tottenham Experience' museum and shop, deliver 585 residential homes (in four residential towers ranging from 16 – 32 storeys), a hotel, a new 'extreme sports' centre and a health centre.

Northumberland Park Regeneration Area

- 6.4 The Northumberland Park Regeneration Area sits in the Northumberland Park Ward in North Tottenham, a ward with high levels of deprivation. The area covers approximately 32 hectares and is characterised by the Council owned Northumberland Park (1020 properties) and Stellar House, Altair Close, Lindales and Bennetts Close (317 properties) housing estates to the north and east of THFC. There are a number of education assets within the area, the Northumberland Park Community School and Lee Valley Primary School are located to the east of THFC and St. Paul's and All Hallow's Infants and Juniors School is located to the south east of THFC. Large swathes of industrial land are located to the north of the housing estate. The regeneration area sits between the West Anglia Mainline line to the east and Tottenham High Road to the west.
- 6.5 The Tottenham SRF (2014) sets out the vision for Northumberland Park: "The ambitions for Northumberland Park are extremely high. The neighbourhood will be transformed into a mixed and sustainable community where people want to live, work and visit. It will retain its diverse north London character and have a strengthened community identity. The neighbourhood will be known for its mix of urban and landscape settings, with improved access to both a busy London high street and the abundant open spaces of the Lee Valley Park."
- 6.6 Fletcher Priest Architects were commissioned (Summer 2014) to work with the Council and the local community to develop a 'Northumberland Park Strategic Framework' which would:
- Develop **community consciousness** about the impacts of, and opportunities from, regeneration and help establish community engagement infrastructure
 - Establish a set of **Key Principles for Change** to guide a future regeneration plan or masterplans
 - Establish a set of **'Place' Structure Principles** to inform any future physical change
 - Set out the **potential capacity** for housing growth, commercial development, community infrastructure and open space in Northumberland Park

- 6.7 In February 2015, following eight months of consultation and engagement with the local community, the Council published the Northumberland Park Strategic Framework which set out the potential for change in the area. This included recommending the principle of relocating Northumberland Park Community School and The Vale Special School to a new location be explored further, in order to provide world class education facilities as well as releasing the existing site for mixed use, residential led development.
- 6.8 The Strategic Framework has informed the **Tottenham Area Action Plan (AAP)** which underwent its Examination in Public (EiP) in September 2016. The AAP sets out planning, infrastructure and development objectives that will guide the comprehensive physical, social and economic regeneration of the area.
- 6.9 The ability to provide exclusive, secure space for outside broadcast facilities on event days is a fundamental requirement for a football club to be able to compete in major sports competitions such as the Premier League, Champions League and to host NFL games. The Council has therefore been working with THFC on a new lease which contains provisions to allow the Council or proposed HDV to relocate (lift and shift) the Outside Broadcasting facility to ensure that redevelopment of the NPCS site can proceed.

The key regulations relating to outside broadcast facilities

- 6.10 THFC have provided the Council with information from the relevant sports organisations (the Premier League and UEFA) relating to the stipulations and requirements for outside broadcast facilities. The lease sets out the following event periods and space requirements for the relevant events:

Event Type	When must outside broadcast facilities be available?	Space requirements	Event Category
UEFA (Champions League)	<ul style="list-style-type: none"> From 9.00am, two days before the match Until 12.00pm, the day after the match 	<ul style="list-style-type: none"> 1500m² for play off and group stages 2800m² for all subsequent stages 	Category A Event
UEFA (Europa League)	<ul style="list-style-type: none"> From 9.00am, two days before the match Until 12.00pm, the day after the match 	<ul style="list-style-type: none"> 1500m² for group stages 2800m² for all subsequent stages 	Category B Event
Premier League (Premier League), FA (FA Cup) and Football League (League Cup) and all other association football matches	<ul style="list-style-type: none"> From 9.00am, one day before the match Until 12.00pm, the day after the match 	<ul style="list-style-type: none"> 1500m² 	Category C Event

Event Type	When must outside broadcast facilities be available?	Space requirements	Event Category
World Cup and European Championship	<ul style="list-style-type: none"> From 9.00am, four days before the match Until 12.00pm, the day after the match 	<ul style="list-style-type: none"> 2800m² 	Category D Event
NFL (American Football) & Other Events	<ul style="list-style-type: none"> From 9.00am, two days before the game Until 12.00pm, the day after the game 	<ul style="list-style-type: none"> 2800m² 	Category E Event
Concerts	<ul style="list-style-type: none"> From 9.00am, two days before the concert Until 12.00pm, the day after the concert 	<ul style="list-style-type: none"> 2800m² 	Category F Event

6.11 There are 19 home Premier League matches per season. Should the Club perform well in the League and other tournaments there could be an additional 3 to 12 home games per season. A further 16 'major events' (defined as hosting more than 10,000 spectators) are permitted (via the Planning Consent) to be hosted each year at the stadium. These would be up to 6 concerts and up to 10 other major events, for example, NFL.

The proposed lease arrangements

6.12 The lease (attached as appendix 1) sets out the details of the agreement between THFC and the Council for outside broadcast facilities. The principal terms are set out below:

Parties:

6.13 Haringey Council; The Governing Body of Northumberland Park Community School; Tottenham Hotspur FC.

Term:

6.14 99 years. Because of the existence of the PFI lease of the school (and the underlease from the PFI provider to the school) until 2025, there will be an initial lease for a term until the PFI lease and school lease expire and thereafter a further lease for the balance of the 99 years. Both leases will be granted now even though the term of the second lease does not start until 2025. If the PFI lease and the school lease fall away for any reason, there is an obligation on

the Council to grant a new lease to THFC for the period from that date until the term of the second lease starts in 2025.

Premises:

- 6.15 The demise will be the existing electrical/communications cabinets together with rights to use the existing outside broadcast compound and event day car parking (the space for event day car parking ceases if the NPCCS site is redeveloped).

Permitted use:

- 6.16 The permitted use is "the siting of electrical and telecommunications equipment and parking of vehicles containing equipment for use in connection with outside broadcasting of events". "Events" are not limited to football events and may include concerts or NFL games. In all circumstances vehicles must be related to outside broadcasting and not, for example, concert set up or other activities which do not relate to broadcasting. Event day car parking is separately specified and will fall away once the lift and shift is operated.

Event rent and premium:

- 6.17 The current licence fee and proposed rent for the new lease is set out at this paragraph of the Part B exempt report.
- 6.18 The event rent ceases to be payable after THFC have paid the premium which falls due when the existing outside broadcast compound is replaced with the new permanent arrangements. If no permanent arrangements are ever implemented, then the event rent (the fee for each event period) will carry on for the period of the 99 year lease.
- 6.19 The premium and the basis of the calculation is set out at this paragraph of the Part B exempt report.
- 6.20 The premium must be paid to the Council (or to HDV if the site has already been transferred to HDV) when the new lease of the permanent OB space has been granted.

Assignment and alienation:

- 6.21 THFC cannot assign or underlet the lease other than to an entity which is the stadium owner or operator. There is a covenant that the lease must be transferred to whichever entity is the stadium owner from time to time and that entity must covenant with the Council to comply with the terms of the Lease. The consent of the Council is not required for any transfer of the Lease to the stadium owner.

Repairs:

- 6.22 THFC is responsible for repairing and maintaining the equipment cabinets and making good any damage to the compound when it is used for outside broadcast purposes. The Council is responsible for the general maintenance of

the outside broadcast compound but THFC are obliged to contribute 50% of the general maintenance costs.

Lift and Shift Parameters

6.23 The lease contains provisions which allow the Council or proposed HDV to relocate (lift and shift) the Outside Broadcasting facility to ensure that redevelopment of the NPCS site can proceed (if this were to happen in future). The area where the outside broadcast compound can be relocated to is set out in Plan 4 of appendix 1 (the area shaded pink). The key provisions relating to the lift and shift of the outside broadcast compound are set out below:

Site Requirements:

6.24 To give the Council or HDV certainty as to what must be delivered as part of the relevant phase, THFC have provided the 'Site Requirements' which must be catered for in any proposed new demise and OB compound before any lift and shift can be operated. These requirements are set out in full in Schedule 6 of the outside broadcast lease (appendix 1 to this report).

6.25 The terms of the lease provide that any redevelopment of NPCS will mean that the outside broadcast compound would need to be relocated. Therefore the requirements for the outside broadcast compound must be taken into account as part of the design and planning process for HDV's development.

Minimum Specification Requirements:

6.26 In addition to the Site Requirements, which relate to the actual land itself, THFC have also specified requirements which relate to the design or construction of the new premises or compound. These are defined in the lease as Minimum Specification Requirements e.g. surfacing materials and electrical supply. Any planning permission for redevelopment of this part of Northumberland Park must be capable of enabling these requirements to be achieved. The Minimum Specification Requirements are set out in Schedule 6 of the outside broadcast lease (appendix 1 of this report). As the detailed design of the space is a number of years away, the exact details of how the premises and compound shall be delivered will be agreed by the parties during the planning process.

6.27 The obligation to provide a site which meets the Site Requirements and achieving a planning consent which permits the Minimum Specification Requirements to be constructed will be passed onto the HDV when established.

THFC Consultation

6.28 Prior to making any planning application, the Council must provide information relating to the design and location of the proposed new location of the outside broadcast compound to THFC. The Council shall then consult with THFC as to whether or not the proposed design meets the Site Requirements and the Minimum Specification Requirements.

- 6.29 The Council shall be entitled to design the new premises and compound to exceed or improve upon the Minimum Specification Requirements (provided that it shall be responsible for the costs of any such improvements).
- 6.30 The Council must then provide a copy of any planning permission obtained (which itself is happy with) to THFC within 30 working days of receipt and then THFC have 30 working days in which to confirm whether the planning permission is acceptable to it.

Lift and shift timing and arrangements:

- 6.31 Once both parties have agreed the planning permission is acceptable, THFC and the Council/HDV shall agree:
- the costs of the works to construct the new premises and outside broadcast compound (the "Build Works") including (if required) the split of any costs and a payment programme. THFC cannot be obliged to pay more for the costs of achieving the Minimum Specification Requirements. Any upgrades of these will be at HDV's cost;
 - who will carry out the different elements of the Build Works (including programme); and
 - who will discharge any conditions in the planning permission or s106 Agreement which relate to the new premises or outside broadcast compound.
- 6.32 If the above cannot be agreed, either party can refer the matter to an expert for determination.
- 6.33 Once the Council/HDV has:
- agreed the above matters with THFC;
 - provided satisfactory evidence of its title to the new demise and outside broadcast compound to THFC; and
 - fulfilled any pre-commencement planning conditions which fall to the Council/HDV to fulfil,
- the Council/HDV is entitled to serve the Works Notice. This notice confirms that the new demise and outside broadcast compound are ready for the Tenant to start its works (which will comprise whatever has been agreed as stated above plus works to construct new ducting and cabling).
- 6.34 THFC is granted a licence of the relevant area to carry out its works and the lease contains provisions obliging the parties to co-operate to allow THFC's works and any works by the Council/HDV on the wider development to be carried out at the same time.
- 6.35 Once THFC's works are completed, there may be a period where the site is handed back to the Council/HDV, to allow the works allocated to the Council/HDV to carry out to be completed or to allow works to adjacent land to be completed.

- 6.36 At any time once the new demise and outside broadcast compound are completed, the Council/HDV may serve a 'Relocation Notice' on THFC requiring them to vacate the existing premises and outside broadcast compound and move to the new ones by a specified date. The notice must expire at least eight weeks later and at least eight weeks of any notice period must fall wholly within the closed season (typically end of May until mid-August in each year). This is to give THFC sufficient time to test the new cables and the new premises, outside of the football season, to ensure their continuous ability to operate.
- 6.37 Where less than eight weeks of the notice period fall within the closed season, the Council/HDV may request that THFC takes such steps as THFC considers possible (having regard to what is technically and operationally feasible) to reduce the period required to carry out the remaining works/testing. Any costs associated with such request would be borne by the Council/HDV.
- 6.38 On or before expiry of the Relocation Notice (subject to the grant of the new lease), THFC shall remove its apparatus (including electric cabinets) from the current Premises and the outside broadcast compound and hand back to the Council/HDV the same with capped services and a level and useable surface. THFC is not obliged to remove any underground apparatus and the Council/HDV may dispose of those as it sees fit.

Certainty of cost contributions from THFC:

- 6.39 Subject to any improvements which are payable by the Council (see paragraph 6.31 above), THFC shall be responsible for the costs of achieving the Minimum Specification Requirements on up to two 'relocations' (one temporary, one permanent) under the Lift and Shift. Any further relocations will be at the cost of the Landlord (which will likely be the HDV by this point).

Long term maintenance arrangements:

- 6.40 Until the lift and shift is operated, THFC shall continue to maintain the current premises and the outside broadcast compound. Following the lift and shift, THFC shall be responsible for maintaining the premises (which contain its cabinets only). The Council/HDV shall be responsible for maintaining the outside broadcast compound (excluding any underground apparatus belonging to THFC, for which it will remain responsible). THFC will contribute 50% of the costs of such maintenance, but if THFC cause any specific damage to the OB compound themselves, it is obliged to repair this.
- 6.41 Where the Council/HDV carries out the works to create the new premises and outside broadcast compound, THFC shall not be obliged to repair any inherent defects in such works. The Council/HDV shall not be entitled to recover any costs from THFC for repairing such defects either.

Valuation and Best Consideration

- 6.42 The Council is required to ensure itself of 'best consideration' (by complying with its duties under S123 of the 1972 Local Government Act) in relation to the terms of the outside broadcast lease in respect of a) the fee per event period as

of today; b) the capital premium payable in the event of the lift and shift taking place.

- 6.43 The lease sets out a fee per event period THFC must pay.
- 6.44 The event fee is referred to in this paragraph of the Part B exempt information report.
- 6.45 The report from the District Valuer Service (attached within the private and exempt part of this report) confirms that this fee represents best consideration to the Council. In addition the fee is index linked to the Retail Price Index.
- 6.46 The District Valuer's "red book" valuation is set out in this paragraph of the Part B exempt information report.
- 6.47 The Council has separately been advised by Bilfinger GVA in relation to the Council achieving best consideration in the circumstances where the outside broadcast facilities are relocated from their current location in the future to an alternative location on Council or HDV owned land. This advice has established that an index linked capital premium will be payable to the Council in these circumstances. An indexed link capital premium is preferable to the arrangement which provides for fees for each event period as it de-risks the Council's financial position through providing clarity and certainty to the Council as to the minimum financial return it can expect for the remaining lease term (rather than an unknown number of events which may, or may not, take place in future.)
- 6.48 The index linked capital premium is set out at this paragraph of the Part B exempt information report.
- 6.49 Further information on the basis of this calculation is set out at this paragraph of the Part B exempt information report.
- 6.50 The capital premium negotiated by GVA reflects a value based on obtaining planning for a residential development for the land which reflects best consideration. This approach is on the basis that this is likely to be the most favourable outcome for the site in line with the Council's current planning policy. The base figure has been index linked to the Land Registry House Price Index in order that this figure is protected until the relocation takes place. GVA have confirmed their approach reflects best consideration in a letter dated 28th October 2016.

7. Contribution to strategic outcomes

- 7.1 THFC's Northumberland Development Project is in line with two of the Council's key priorities: Priority 4 (Drive growth and employment from which everyone can benefit) and Priority 5 (Create homes and communities where people choose to live and are able to thrive). Retaining THFC within the borough and supporting the development of a larger stadium is a vital element of the wider regeneration plans held by the Council. The level of increased footfall, inward investment and increase in land values delivered by the Northumberland

Development Project will act as a catalyst for further Council led public and private investment in north Tottenham, bringing the physical, economic and social improvements that are much needed in one of the country's most deprived wards.

8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

9. Finance and Procurement

Finance comments

- 9.1 There are a number of financial implications from this report. These focus around the various lease arrangements and the potential impact of the HDV as the land in question is a category 1 site within the proposals.
- 9.2 As set out in this report, the current licence arrangements generate income (based on event fees – please see Part B exempt information report for further details) which goes to the school and it is proposed to continue with the current fee income basis until such time as the school is relocated except that this will be under a new lease agreement rather than a licence arrangement.
- 9.3 After this event, the lease income (based on the current licence event fee income) would go directly to the Council (as landlord) unless the land has been transferred to the HDV in which case income would flow to the HDV as landlord.
- 9.4 The index linked capital premium is set out at this paragraph of the Part B exempt information report.
- 9.5 The District Valuer's "red book" valuation is set out in this paragraph of the Part B exempt information report.
- 9.6 The Council is required to receive "best consideration" for any General Fund land disposals and the Borough Valuer has confirmed that the premium proposed represents best consideration.
- 9.7 If the land is transferred to the HDV then there will be a subsequent revaluation of the land prior to disposal into the vehicle and there is the possibility that the land would be valued higher or lower than the current premium proposed at that time.
- 9.8 The report makes reference to a PFI lease and it is understood that permission will be need to be sought from the PFI vehicle to grant the leases in question. It is not clear at this stage whether there are any financial implications arising from this.
- 9.9 The proposals in fact grant two leases. An initial lease coterminous with the end of the current PFI arrangements and then a reversionary lease for the remainder of the 99 years. The premium is actually not payable on the granting of the leases but on the event of relocation of the existing outside broadcasting facilities to a permanent site.

- 9.10 There are potential tax implications arising from the transaction. Any supply of land is exempt for VAT purposes which means that VAT on costs incurred would not be reclaimable. However, the Council may still be able to reclaim VAT as long as total exempt supplies during the financial year do not breach its partial exemption threshold in force for that particular year. Any breach of the PE threshold means that all VAT on costs relating to exempt transactions would no longer be reclaimable. Expert advice will need to be sought in respect of these particular transactions.
- 9.11 Under the current licence arrangements THFC are responsible for the maintenance of the existing site and going forward, if a permanent solution is found then they will only be responsible for 50% of the maintenance costs (unless damage caused from events) with the Council or HDV (to be established) being responsible for the other 50%.
- 9.12 The event fee is referred to in this paragraph of the Part B exempt information report.

10. Legal

- 10.1 The areas to be let are on the Northumberland Park Community School site and the site is held for education purposes and is still occupied by the school. The school will give its consent by being a party to the Lease. To grant the Lease, the consent of the Secretary of State is first required under the Education Act 2011 as there is a school on the site and also under Section 77 of the Schools Standards and Framework Act 1998 as the area to be let is a part of the school's playing field.
- 10.2 The Leader should note that the Academies Act 2010 gives the Secretary of State the discretion to make a transfer scheme in relation to land. Where the local authority holds a freehold or leasehold interest in land that a school occupies, the Secretary of State may on request make a scheme in relation to land that essentially necessitates the transfer of such land.
- 10.3 The Northumberland Park Community School site is the subject of a PFI Agreement (currently suspended) entered into between the Council and Haringey School Services Limited. As part of that arrangement the Council entered into a lease and sublease arrangement. Under the terms of underlease the Council must not underlet, share possession, occupation or grant licences of the whole or part of the school premises. Prior to entering into any lease the Council must obtain the consent of Haringey School Services Limited.
- 10.4 The Council is entering into a lease for a term of 99 years and therefore must, under section 123 of the Local Government Act 1972, obtain best consideration reasonably obtainable for the areas to be let.

- 10.5 The lease will be outside the security of tenure provisions of Part II of the Landlord and Tenant Act 1954 to protect the Council's position where the Council wishes to break the tenancy under the "lift and shift" provisions.

11. Equality

- 11.1 The Council has a public sector equality duty under the Equalities Act (2010) to have due regard to:
- Tackle discrimination and victimisation of persons that share the characteristics protected under S4 of the Act. These include the characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex (formerly gender) and sexual orientation;
 - Advance equality of opportunity between people who share those protected characteristics and people who do not;
 - Foster good relations between people who share those characteristics and people who do not
- 11.2 Finding a long-term solution to securing outside broadcasting space for THFC events is critical to enabling the Northumberland Development Project to go ahead. This development is an essential part of the wider Tottenham Regeneration programme, that aims to bring social, economic and environmental benefits for all groups of residents living in the area. The White Hart Lane and Northumberland Park areas that neighbour the THFC stadium have some of the highest levels of deprivation in the borough and are set to benefit most from the opportunities that the regeneration plans will bring. Equalities considerations are informing the Tottenham Regeneration Programme and equality impact assessments accompanied both the 2012 A Plan for Tottenham and the 2015 High Road West Masterplan Framework
- 11.3 The existing license covering outside broadcasting space includes the use of the Northumberland Park Community School. This arrangement will continue in the interim under the proposed new lease, and therefore is expected to have the same minimal impact as per now. However, once a decision has been reached over the potential relocation and expansion of the school as part of the future Northumberland Park regeneration plans, then it may then become necessary for the Council to undertake a full equality impact assessment into the different options for alternative sites available for the outside broadcasting space.

12. Use of Appendices

- Appendix 1. Outside Broadcast Facilities Lease
- Appendix 2. The areas to be let
- Appendix 3. Letter from THFC (18th October 2016) – contained within the exempt part of this report
- Appendix 4. Due Diligence report (Wilson Owens Owens)
- Appendix 5. Valuation Report for land at Northumberland Park Community School, Trulock Road, London N17 0PG (Prepared by DVS) - contained within the exempt part of this report
- Appendix 6. Letter from Bilfinger GVA (28th October 2016) - contained within the exempt part of this report

13. Local Government (Access to Information) Act 1985

13.1 n/a

DATED _____ 2016

Draft (11): 26.10.16
VK04/658021.07000/GL06

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY
(2) THE GOVERNING BODY OF NORTHUMBERLAND PARK COMMUNITY SCHOOL
(3) TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO. LIMITED

**LEASE OF LAND AND GRANT OF EASEMENTS
FOR USE AS OUTSIDE BROADCAST
COMPOUND AND CAR PARK**

at Northumberland Park Community School, Trulock
Road, Tottenham London N17 0PG



Contents

	PARTICULARS	3
1	INTERPRETATION	4
2	DEMISE, RENTS AND OTHER PAYMENTS	8
3	TENANT'S COVENANTS	9
4	LANDLORD'S COVENANTS	13
5	INSURANCE	13
6	FORFEITURE	14
7	PROVISOS	14
8	LANDLORD'S DEVELOPMENT AND GRANT OF NEW LEASE	15
9	GOVERNING LAW AND JURISDICTION	15
10	DECLARATIONS	15
11	LOCAL AUTHORITY	16
12	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT	16
13	EXCLUSION OF THE LANDLORD AND TENANT ACT 1954	16
14	TERMINATION OF THE SUPERIOR LEASES	16
15	THE SCHOOL	16
16	DISPUTES	17
	SCHEDULE 1 - DESCRIPTION OF THE PREMISES	18
	SCHEDULE 2 - RIGHTS GRANTED	19
	SCHEDULE 3 - RIGHTS RESERVED	20
	SCHEDULE 4 - PROVISIONS FOR LANDLORD'S DEVELOPMENT OF THE ESTATE	21
	SCHEDULE 5 - CALCULATION AND REVIEW OF EVENT RENT	37
	SCHEDULE 6	39
	PART 1 - SITE REQUIREMENTS	39
	PART 2 - MINIMUM SPECIFICATION REQUIREMENTS FOR BUILD WORKS	40
	SCHEDULE 7 - EVENT PERIODS AND SPACE REQUIREMENTS AND BOOKING	41
	PART 1 - EVENT PERIODS AND SPACE REQUIREMENTS	41
	PART 2 - EVENT BOOKING	42
	SCHEDULE 8 - CALCULATION OF THE PREMIUM	43

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

AGL89261 [NGL67381]

LR2.2 Other title numbers

NGL67381

LR3. Parties to this lease

Landlord

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY of Civic Centre, High Road, Wood Green, London N22 4LE (the "**Landlord**")

Tenant

TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO. LIMITED (Company Number 00057186) of Bill Nicholson Way, 748 High Road, London N17 0AP (the "**Tenant**").

Other parties

THE GOVERNING BODY OF NORTHUMBERLAND PARK COMMUNITY SCHOOL, Trulock Road, Tottenham, London N17 0PG (the "**School**")

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

The premises as defined in this Lease at Clause 1.1

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this Lease in the Particulars.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This Lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

The provisions contained in Clauses [14]¹ and Schedule 4

LR9.2 Tenant's covenant to (or offer to) surrender this lease

The provisions contained in Clause 8 and Schedule 4

LR9.3 Landlord's contractual rights to acquire this lease

The provisions contained in Clause 8.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements detailed in Schedule 2.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The reservations detailed in Schedule 3.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

¹ Clause 14 only in relation to the Lease expiring 2025

PARTICULARS

Date	
Landlord	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY of Civic Centre, High Road, Wood Green, London N22 4LE
School	THE GOVERNING BODY OF NORTHUMBERLAND PARK COMMUNITY SCHOOL , Trulock Road, Tottenham, London N17 0PG
Tenant	TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO. LIMITED (Company Number 00057186) of Bill Nicholson Way, 748 High Road, London N17 0AP
Premises	as more particularly described in Schedule 1
Contractual Term	[a term commencing on and including the date hereof and expiring on and including 18 December 2025] [a term commencing on 20 December 2025 and expiring on [REDACTED] 2115]
Principal Rent	£10 (ten pound) per annum (if demanded)
Event Rent	means the rent calculated and payable as set out in Schedule 5

THIS LEASE is made on the date specified in the Particulars

BETWEEN:-

- (1) the Landlord; and
- (2) the Tenant.

IT IS AGREED as follows:-

1. **INTERPRETATION**

1.1 In this Lease:-

"Adjoining Land"	means those part of the Estate but excluding the Premises and the Easement Land
"Amenities"	means drainage, water, gas, electricity, telecommunication and all other services or amenities which pass through the Conducting Media
"Base Rate"	means the base rate from time to time of Barclays Bank PLC or if such base rate ceases to be published then such other comparable interest rate as the Landlord reasonably requires
"Car Park"	means those parts of the Estate (excluding the OB Compound) as are shown hatched black on the Plan 1 or any other area of similar (but no lesser) size and no less convenient on the Estate which the Landlord shall reasonably specify from time to time
"Competent Authority"	means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers
"Conducting Media"	means conduits, pipes, sewers, drains, watercourses, channels, ducts, flues, wires, aerials, cables, mains, cisterns, tanks and all other conducting media together with all meters and other apparatus serving the Premises and/or the Easement Land and/or used in connection with the Permitted Use and the easements and rights granted hereunder
"Costs"	means costs, charges, expenses, losses, liabilities, damages, claims, demands, proceedings and actions (as the context requires)
"Development"	shall have the meaning given to in Schedule 4
"Easements"	means the rights granted to the Tenant in Schedule 2
"Easement Land"	means the OB Compound and the Car Park
"Environment"	means all or any of the following media, namely air, water (including without limitation water in drains and sewers) or land (including without limitation such media within buildings or other natural or man made structures, above, on or below ground) and any living organisms or ecosystems supported by such media

"Environmental Law"	means all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes (as amended from time to time) in so far as they relate to the protection of the Environment
"Environmental Licences"	means all necessary permits, licences, consents, registrations, authorisations or exemptions from any relevant statutory authority which are required for the use of the Premises including for the production, storage, use, handling or disposal of any Hazardous Material or Waste
"Environmental Notices"	means notices, directions, reports or correspondence concerning (i) any contamination of the Premises; or (ii) any migration or other escape of Hazardous Materials or Waste; or (iii) compliance with Environmental Laws or Environmental Licences and in each case which may result in proceedings being taken or threatened under Environmental Law
"Estate"	means the land owned by the Landlord including but not limited to the area shown edged red on Plan 2
"Event"	means any event taking place at the Stadium which is likely to be attended by 10,000 or more spectators and in respect of which the Tenant wishes to make use of the Easement Land or any part thereof for the purposes permitted under this Lease
"Event Day"	means a day on which an Event takes place
"Event Period"	means the whole of the Event Day together with such period of setting up and decommissioning relevant to the type of Event as detailed in Schedule 7
"Event Rent"	has the meaning given to it in the Particulars
"Exclusion Area"	means the area edged green on Plan 4
"Group Company"	means companies which have the relationship of:- (a) subsidiary (b) holding company or (c) another subsidiary of the holding company (as those terms are defined in section 1159 of the Companies Act 2006)
"Hazardous Materials"	means any substances whether in solid, liquid or gaseous form, which are capable of causing harm to human health or to the Environment whether alone or in combination with any other substances or which is likely to cause an actionable nuisance
"Interest Rate"	means interest at the rate of 4 per cent per annum above Base Rate (both before and after any judgment)

"Legislation"	means any statute or any order, instrument or regulation made under it, or any notice or order issued by a government department, the legislative making institutions of the European Union, minister or local public regulatory or other authority
"Maintenance Works"	has the meaning given to it in Clause 4.2
"Necessary Consents"	means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use
"OB Compound"	means those parts of the Estate shown edged blue on Plan 1
"Outgoings"	means all existing and future rates, taxes, duties, charges, assessments and outgoing
"Permitted Use"	means:- (a) in respect of the Premises: the siting of electrical and/or telecommunications cabinets forming part of the Tenant's Apparatus for use to enable outside broadcasting of Events; and (b) in respect of the OB Compound: use for the parking of vehicles which contain equipment for use to enable outside broadcasting of Events; and (c) in respect of the Car Park: the parking of vehicles only and any reference to the Permitted Use shall be a reference to the permitted use for the relevant land only
"Plan"	means the plan attached to this Lease and reference to a numbered plan means a plan annexed and numbered accordingly
"Planning Application"	shall have the meaning given to it in Schedule 4
"Planning Acts"	means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008, the Localism Act 2011 and any other Legislation of a similar nature in force at any time during the Term
"Principal Rent"	has the meaning given to it in the Particulars
"Rents"	means the rents reserved and payable under Clause 2.2
"Reversionary Lease"²	a lease of the Premises dated the same as this Lease and made between (1) The Mayor and Burgesses of the London Borough of Haringey and (2) Tottenham Hotspur Football & Athletic Co. Limited
"Satellite Uplink Area"	means the area edged green on Plan 1

² Only in the Lease expiring 2025

"School Premises"	means Northumberland Park, Community School, Trulock Road, London N17 0PG which at the date hereof is located on the Adjoining Land or a part thereof
"Stadium"	means the football stadium on the Stadium Land (or part of the Stadium Land) and any stadium which is constructed (on or including the Stadium Land or part of the Stadium Land) in replacement of the existing stadium thereon as at the date of this Lease
"Stadium Land"	means the land to the west side of Worcester Avenue, London N17 shown edged blue on Plan 3.
"Stadium Owner"	means the entity which from time to time is the owner of the freehold or leasehold interest in the Stadium and/or which is the entity primarily responsible for the operation of the Stadium
"Superior Leases"	means:- (a) the Lease dated 30 November 2000 made between (1) The Mayor and Burgesses of the London Borough of Haringey and (2) Haringey School Services Limited and registered at the Land Registry under title number AGL89144 and (b) the Lease dated 30 November 2000 made between (1) Haringey School Services Limited and (2) The Mayor and Burgesses of the London Borough of Haringey and registered at the Land Registry under title number AGL89261 including all documents varying, collateral or supplemental to the same
"Tenant's Apparatus"	means such plants, machinery, cabinets, apparatus, fencing, outside broadcasting vehicles, any other vehicles and cabins, cabling and any Conducting Media and anything else erected or placed on the Premises and/or the Easement Land (as the case may be) by the Tenant in connection with paragraphs (a) and (b) of the Permitted Use under this Lease
"Tenant's Underground Apparatus"	means any Tenant's Apparatus installed by or constructed underground for the exclusive use by the Tenant for the purpose of the exercise of the Easements
"Termination Cabinet"	means the cabinet edged mauve on Plan 1 within the Satellite Uplink Area
"Termination Date"	means the date of expiration or sooner determination of the Term
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax
"Waste"	means waste as defined by the Waste Framework Directive (2008/98/EC)
"Working Day"	means any day from Monday to Friday inclusive other than Christmas Day, Good Friday and any statutory Bank Holiday in England

1.2 In interpreting this Lease:-

- 1.2.1 the Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms;
- 1.2.2 references to Clauses and Schedules are to Clauses of and Schedules to this Lease and references to a paragraph are to a paragraph of the relevant Schedule unless stated otherwise;
- 1.2.3 the expression "**Landlord**" includes the person for the time being entitled to the immediate possession of the Premises on the expiry of the Term;
- 1.2.4 the expression "**Tenant**" includes the person in whom for the time being the Tenant's interest under this Lease is vested;
- 1.2.5 all rights and benefits exercisable by or enjoyed by the Tenant under this Lease shall be exercisable and enjoyed by the Tenant and any person deriving title under or through the Tenant, or their respective employees, agents, licensees, visitors or workmen;
- 1.2.6 reference to a piece of legislation, unless stated otherwise, includes all prior and subsequent enactments, amendments and modifications relating to that piece of legislation and any subordinate legislation made under it;
- 1.2.7 references to a "**person**" include any individual, firm, unincorporated association or body corporate, words importing the singular number include the plural number and vice versa and words importing one gender include all genders;
- 1.2.8 if the Tenant is more than one person, any reference to the Tenant refers to each such person and any obligations of the Tenant are joint and several;
- 1.2.9 references to an "**act or default of the Tenant**" include an act or default of any predecessor or any person deriving title under or through the Tenant, or their respective employees, agents, licensees or visitors;
- 1.2.10 a covenant by the Tenant not to do any act or thing includes a covenant not to permit or suffer such act or thing to be done;
- 1.2.11 the words "**include(s)**" and "**including**" are to be construed without limitation;
- 1.2.12 all references to Principal Rent or other sums payable by the Tenant are exclusive of VAT;
- 1.2.13 the headings and contents are to be disregarded in interpreting this Lease;
- 1.2.14 references to adjoining premises include any premises adjoining or near to the Premises and references to adjoining premises owned by the Landlord include any adjoining premises owned by the Landlord at any time during the Term; and
- 1.2.15 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time.

2. **DEMISE, RENTS AND OTHER PAYMENTS**

- 2.1 In consideration of the Rents and the covenants on the part of the Tenant reserved and contained in this Lease, the Landlord lets with full title guarantee the Premises to the Tenant for the Contractual Term together with the rights specified in Schedule 2 but excepting and reserving to the Landlord and all other persons authorised by the Landlord from time to time during the Term the rights specified in Schedule 3.

2.2 The Tenant will pay by way of rent to the Landlord throughout the Term without any deduction, counterclaim or set-off:-

2.2.1 the Principal Rent (if demanded) annually in advance on each anniversary of the date of this Lease; and

2.2.2 the Event Rent, calculated and payable in accordance with Schedule 5.

2.3 Any obligation on the Tenant under this Lease to pay money includes an obligation to pay as additional rent any VAT chargeable on that payment. When a taxable supply is made for the purposes of VAT under this Lease, a valid VAT invoice is to be issued in respect of that supply.

2.4 If the Tenant does not pay any of the Rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within 14 days of the due date for payment the Tenant is to pay interest on those sums at the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.

3. **TENANT'S COVENANTS**

The Tenant covenants with the Landlord:-

3.1 **Rents and Outgoings**

3.1.1 to pay the rents reserved by this Lease at the times and in the manner specified;

3.1.2 to pay the Outgoings payable in respect of the Premises and the Tenant's use of the Easement Land, whether the same be payable by the owner or occupier (except any payable by the Landlord (other than VAT) as a result of receipt of the rents or arising on a dealing of the Landlord's interest in the Premises or the Easement Land);

3.1.3 to pay for the Amenities exclusively used by or available to the Premises (including all standing charges) and a fair proportion of any amenities which are payable in relation to the Premises and/or the Easement Land in conjunction with any other land; and

3.1.4 to pay the cost of electricity used to power (where power is supplied through electricity supplied to the Landlord) any floodlights lighting the OB Compound and the Car Park and any Tenant's Apparatus during Event Periods;

3.2 **Costs**

to pay to the Landlord on demand and on an indemnity basis all Costs which may be properly (and in the case of Clause 3.2.4 reasonably) incurred by the Landlord in connection with (or where appropriate in contemplation of):-

3.2.1 any proceedings under section 146 or section 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court;

3.2.2 the preparation and service of a notice (including a schedule of dilapidations) served under this Lease relating to the repair or condition of the Premises and/or the Easement Land whether during the Term or after the Termination Date;

3.2.3 an application by the Tenant for any approval or consent required by this Lease including where the application is withdrawn or the approval or consent is lawfully refused;

3.2.4 claiming or recovering any arrears of Event Rent or other sums due under this Lease or in connection with the enforcement or remedying of any breach of the Tenant's covenants in this Lease; and

3.2.5 any accident, loss or damage to person or property in the Premises or due to the exercise of the Easements or any breach of the Tenant's obligations in this Lease;

- 3.2.6 remedying any damage caused to the School Premises as a result of the state or condition and/or use of the Premises and/or the exercise of the Easements;

3.3 Repair, Maintenance and Alterations

- 3.3.1 (save in respect of damage or destruction by an Insured Risk in which case the provisions of Schedule 9 shall apply) to keep the Premises, the Tenant's Apparatus, all Conducting Media whether belonging to the Tenant or the Landlord and all tenant's and trade fixtures in good and substantial repair and condition and to promptly repair and make good any damage caused to the Easement Land or the Adjoining Land as a result of the exercise of the Easements to the reasonable satisfaction of the Landlord;
- 3.3.2 (save in respect of damage or destruction by an Insured Risk in which case the provisions of paragraph 4 Schedule 9 shall apply) until the grant of the New Lease or the Temporary Lease to carry out the Maintenance Works (as defined in Clause 4.2.1) to such standard as is required, having regard in particular to the operation of the School and the School Premises and the use of the Adjoining Land but otherwise to no higher standard than that is necessary to enable the Tenant to exercise the Easements.
- 3.3.3 (without prejudice to Clause 3.3.1) to pay within 21 days of demand 50% of the costs incurred by the Landlord in complying with its obligations in Clause 4.2;
- 3.3.4 to replace and renew the Premises and any Conducting Media and the Tenant's Underground Apparatus for which the Tenant is responsible under this Lease;
- 3.3.5 at all times to keep the Premises (and the Easement Land during any Event Period) safe and fully secured against unauthorised access and to take all such measures as are necessary to avoid danger or personal injury to any person in the use and occupation of the Adjoining Land (having regard in particular to the operation of the School and the School Premises and the use of parts of the Adjoining Land as public amenity space);
- 3.3.6 to make good all defects affecting the Premises and/or the Easement Land for which the Tenant is responsible pursuant to Clauses 3.3.1 to 3.3.4 (inclusive) and/or the matters referred to in Clause 3.3.5 for which the Tenant is responsible as soon as reasonably practicable after the Landlord serves a schedule of dilapidations on the Tenant;
- 3.3.7 that if the Tenant fails satisfactorily to comply with such schedule the Landlord and all persons authorised by the Landlord may (without prejudice to the Landlord's right of re-entry) enter the Premises and/or the Easement Land to execute the relevant works and the cost (together with legal and surveyors' fees) will be repaid by the Tenant to the Landlord upon demand as a contractual debt;
- 3.3.8 to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises and/or the Easement Land for which the Tenant is responsible or any failure to comply with Clause 3.3.5 which might give rise to a duty or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law;
- 3.3.9 that if the Tenant carries out any alterations or additions to the Premises and/or the Easement Land in breach of its obligations in this Lease, the Landlord and all persons authorised by the Landlord may (without prejudice to the Landlord's right of re-entry), at the Tenant's cost, enter and remain upon the Premises to remove the alterations or additions made to the Premises and/or the Easement Land and restore the Premises and/or the Easement Land to the configuration in which they were before the alterations or conditions were carried out and the cost (together with legal and surveyors' fees) will be repaid by the Tenant to the Landlord upon demand as a contractual debt;
- 3.3.10 at the end of each Event Period thoroughly to clean the Easement Land and to remove (or procure the removal of) of all of the Tenant's Apparatus from the Easement Land placed there on pursuant to the exercise of the rights contained in paragraph 1 of

Schedule 2 and to leave the same clean and tidy and clear of all rubbish and return the Easement Land in the same condition they had been prior to the relevant Event Period in default of which it shall be lawful for the Landlord to effect the same itself at the expense in all respects of the Tenant;

- 3.3.11 not to cause or permit to be caused any damage to:-
- (a) the Premises or the Easement Land or the Adjoining Land; or
 - (b) any property of the owners or occupiers of the School Premises or any adjoining or neighbouring property;
- 3.3.12 to ensure that all security barriers or gates at the entrances to and exits from the Easement Land are operated correctly and are closed and secured after use; and

3.4 Use of the Premises

- 3.4.1 not to use the Premises, the OB Compound and/or the Car Park otherwise than for the Permitted Use;
- 3.4.2 not to use the Premises and/or the Easement Land for any illegal or immoral purpose;
- 3.4.3 not to carry on upon the Premises and/or the Easement Land any noisy, noxious, offensive or dangerous trade or occupation (save that the reasonable exercise of the Easements in connection with the relevant Permitted Use shall not constitute a breach of this covenant); and
- 3.4.4 not to overload or permit any deleterious, dangerous or harmful matter or substance or which may cause an obstruction or damage to be discharged into the Conducting Media within or serving the Premises and/or the Easement Land and, in the event of such obstruction or damage, immediately to remove and make good the damage caused to the reasonable satisfaction of the Landlord;

3.5 Rights of Light and Encroachments

- 3.5.1 not to make any acknowledgement that the flow of light or air to the Premises is enjoyed with the consent of a third party;
- 3.5.2 if the Tenant becomes aware that any easement enjoyed by the Premises or the Easement Land is obstructed to immediately notify the Landlord and take all steps the Landlord reasonably requires to prevent or secure the removal of the obstruction; and
- 3.5.3 not to permit any encroachment upon the Premises;

3.6 Dealings

- 3.6.1 not to assign, underlet, charge or part with possession or occupation of the Premises or any of the Easements save as permitted under this Clause 3.6;
- 3.6.2 the Tenant may assign this Lease as a whole to an entity which is the Stadium Owner with the Landlord's consent, such consent not to be unreasonably withheld, provided that on any assignment, the Tenant shall procure from the assignee, a direct covenant in favour of the Landlord to comply with the terms of this Lease;
- 3.6.3 the Tenant may charge this Lease as a whole but only in conjunction with a charge over the whole or any part of the Stadium and to the same chargee but so that any assignment of this Lease by such chargee shall comply with the remaining paragraphs of this Clause 3.6;

- 3.6.4 the Tenant shall procure that this Lease is at all times vested in the same entity as the Stadium Owner; and
- 3.6.5 subject to Clause 1.2.5 not to assign or underlet or otherwise deal with the Tenant's right to exercise the Easements in favour of anyone who is not the Tenant for the time being under this Lease;
- 3.6.6 notwithstanding anything else contained in this Clause 3.6, the Tenant shall not assign or charge this Lease prior to 18 December 2025 unless at the same time the Reversionary Lease shall be assigned or charged to the same party

3.7 Statutory Obligations

- 3.7.1 to comply with all Legislation affecting the Premises (and during the Event Period, the Easement Land), their use and the exercise of the Easements;
- 3.7.2 to comply with all requirements and recommendations of any public authority and of the landlord's insurers relating to fire precautions, fire and public safety in respect of the Premises, their use or the exercise of the Easements; and
- 3.7.3 if the Tenant receives any notice, order, proposal, requisition, direction or other communication from any public authority or third party affecting or likely to affect the Premises, their use and occupation or the carrying out of any works to the Premises, and the exercise of the Easements, promptly following receipt to provide a copy to the Landlord;

3.8 Planning and Environmental Matters

- 3.8.1 not to make any Planning Application in respect of the Premises and/or the Easement Land without the prior written consent of the Landlord, which the Landlord shall be entitled to withhold if the Landlord reasonable considers that anything therein shall materially adversely affect the use and/or quiet enjoyment of the Adjoining Land or would impose any obligation or restriction on the Landlord save (in respect of any obligations only) where the Tenant agrees to indemnify the Landlord against any such obligations;
- 3.8.2 to comply with the Planning Acts and any Planning Permission (as defined in Schedule 4) in respect of the use of the Premises for the Permitted Use and fully indemnify the Landlord in respect thereof;
- 3.8.3 to comply with the Planning Acts and any Planning Permission (as defined in Schedule 4) in respect of the use of the Easement Land for the Permitted Use (where relevant during the Event Period) and fully indemnify the Landlord in respect thereof;
- 3.8.4 to pay and satisfy any charge that may be imposed under the Planning Acts in relation to the Premises in respect of any planning permission applied for by the Tenant;
- 3.8.5 if the Tenant has begun to implement a planning permission in respect of the Premises, to carry out and complete before the Termination Date any works permitted or required under that planning permission;
- 3.8.6 during the Term, at the Tenant's own cost and expense:-
 - (a) to comply with all requirements of Environmental Law and Environmental Notices in respect of the Premises and the Easement Land (to the extent those relating to the Easement Land relate to the exercise of the Easements);
 - (b) to obtain all Environmental Licences and comply with all terms;
 - (c) to supply the Landlord with copies of all Environmental Notices received by the Tenant in respect of the Premises;

- (d) to take and complete promptly and diligently all actions or precautions required by such notice, direction, report or correspondence;

3.8.7 not to do or omit to do anything that would or may cause any Hazardous Materials or Waste to escape, leak or be spilled or deposited on the Premises or the Easement Land, discharged from the Premises or the Easement Land or migrate to or from the Premises or the Easement Land or through the Conducting Media;

3.9 Yield Up

on the Termination Date:-

- 3.9.1 to yield up the Premises and the Easement Land to the Landlord with vacant possession and (save in case of surrender of this Lease pursuant to Schedule 4) repaired and otherwise in accordance with the Tenant's covenants contained in this Lease;
- 3.9.2 save in case of surrender of this Lease pursuant to Schedule 4, unless and to the extent that the Landlord notifies the Tenant in writing not to do so, to remove any Conducting Media and Tenant's Apparatus and reinstate all alterations and additions to the Premises before the end of the Term, including any fitting-out works carried out by the Tenant before the Term and to reinstate the land forming part of the Premises to a state and condition to be approved by the Landlord, acting reasonably; and
- 3.9.3 save in case of surrender of this Lease pursuant to Schedule 4, to remove all refuse, tenant's fixtures and fittings and signs erected by the Tenant;

4. LANDLORD'S COVENANTS

4.1 Quiet Enjoyment

The Landlord covenants with the Tenant that the Tenant may peaceably and quietly hold and enjoy the Premises during the Term without any interruption or disturbance by the Landlord or any person rightfully claiming through or under the Landlord.

4.2 Repair and Maintenance of the OB Compound

- 4.2.1 Following the grant of the Temporary Lease and/or the New Lease, the Landlord covenants that (save in respect of damage or destruction by an Insured Risk in which case the provisions of Schedule 9 shall apply) it shall repair, maintain and re-surface the OB Compound (excluding the Tenant's Underground Apparatus) as necessary (the "**Maintenance Works**") but to no higher standard than is necessary to enable the Tenant to exercise the Easements.
- 4.2.2 If the Landlord fails satisfactorily to comply with its obligations under Clause 4.2.1 within a reasonable period after receiving notice of any disrepair from the Tenant, the Tenant shall be at liberty to enter the OB Compound to execute the relevant works and one half of the cost (together with legal and surveyors' fees) shall be repaid by the Landlord to the Tenant upon demand as a contractual debt.
- 4.2.3 If it becomes necessary to upgrade the standard or weight bearing capacity of the OB Compound as a consequence of changes to the Minimum Specification Requirements required by the Tenant, the Tenant shall be responsible for any such upgrade and the costs thereof.

5. INSURANCE

The Landlord and the Tenant shall comply with their respective obligations in Schedule 9.

6. **FORFEITURE**

6.1 The Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if:-

6.1.1 the whole or any part of the Rents or any other sums due under this Lease remain unpaid more than 14 days after the due date for payment, and having been formally demanded; or

6.1.2 the Tenant is in breach of any of its obligations in this Lease.

6.2 If the Landlord has received written notice of any charge, debenture, mortgage or any other security granted over the Premises by the Tenant it will not exercise its rights under Clause 6.1 unless and until it has:-

6.2.1 given written notice to the holder of that security of any breach by the Tenant of the Tenant's obligations under this Lease; and

6.2.2 given the holder of that security a reasonable period of time in which to remedy the breach.

6.3 When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any guarantor of the Tenant.

6.4 Where this Lease is forfeited in accordance with this Clause 6, the Reversionary Lease shall also automatically terminate.

7. **PROVISOS**

7.1 **Exclusion of Representations and Warranties**

7.1.1 The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease or made by the Landlord's solicitors in written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease.

7.1.2 The Landlord does not warrant that the Permitted Use is lawfully permitted under the Planning Acts.

7.2 **No Compensation**

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent allowed by law.

7.3 **Rights and Easements**

The operation of section 62 of the Law of Property Act 1925 is excluded from this Lease, the only rights granted to the Tenant are those set out in this Lease and the Tenant is not entitled to any other rights affecting any adjoining property.

7.4 **Service of Notices**

7.4.1 Section 196 of the Law of Property Act 1925 applies to all notices which may be served under this Lease save that section 196 is deemed to be amended by deleting the final words of section 196(4) "at the time at be delivered" and substituting "on the third Working Day after posting".

7.4.2 Notwithstanding the provisions of Clause 7.4.1, all notices sent to the Tenant must be sent to the Tenant's registered office address or such other address as the Tenant may notify the Landlord of in writing from time to time.

7.4.3 If the receiving party consists of more than one person, a notice served upon one of them constitutes service upon all of them.

7.5 **Landlord's Liability**

The Landlord ceases to be liable in respect of its covenants contained in this Lease after it has disposed of its interest in the reversion immediately expectant on the determination of the Term.

7.6 **Inherent Defects**

Where pursuant to Schedule 4, the Landlord carries out the Landlord Works (as defined in Schedule 4) then:-

7.6.1 any obligation on the Tenant in this Lease to repair or make good defects or damage to the Premises and/or the Easement Land and/or the Conducting Media (including the Tenant's Underground Apparatus) shall not oblige the Tenant to repair any such defect or damage as are caused by an inherent defect in the Landlord's Works; and

7.6.2 the Landlord shall not be entitled to recover the cost of making good such inherent defects from the Tenant pursuant to Clause 3.3.2.

8. **LANDLORD'S DEVELOPMENT AND GRANT OF NEW LEASE**

8.1 The Tenant acknowledges that the Landlord intends to redevelop the Estate (in whole or in part) and accordingly, the Landlord has the right to require the Tenant to take a New Lease in accordance with the provisions of Schedule 4 which shall replace this Lease.

8.2 The Tenant hereby covenants with the Landlord that the Tenant will accept the grant of a Temporary Lease and/or a New Lease in accordance with the provisions of Schedule 4.

8.3 The New Lease and/or any Temporary Lease may be granted by the Landlord itself or by any party having a leasehold interest in the Premises and relevant parts of the Agreed Relocation Area (as defined in Schedule 4) greater than the term to be granted by the New Lease (or Temporary Lease) and who is able to grant the same with full title guarantee.

9. **GOVERNING LAW AND JURISDICTION**

9.1 This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

9.2 The parties hereby submit to the exclusive jurisdiction of the High Court of England and Wales in relation to any dispute or claim arising out of or in connection with this Lease or in relation to its existence or validity (including non-contractual disputes or claims).

10. **DECLARATIONS**

10.1 The Landlord and Tenant certify that there is no Agreement for Lease to which this Lease gives effect.

10.2 Anything shown on the Plan (other than the Premises and the Easement Land) is shown for the purpose of identification only.

10.3 This is a new lease for the purposes of the Landlord and Tenant (Covenants) Act 1995.

11. **LOCAL AUTHORITY**

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights powers and duties and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Landlord under all public and private statutes byelaws order and regulations may be as fully exercised in relation to the School as if it were not the owner and this Lease had not been signed by it.

12. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13. **EXCLUSION OF THE LANDLORD AND TENANT ACT 1954**

13.1.1 The Tenant confirms that prior to entering into this Lease, or being contractually bound to do so:-

- (a) the Landlord served on the Tenant a notice complying with the requirements of section 38A(3) of the 1954 Act; and
- (b) the Tenant, or a person duly authorised by the Tenant, made a statutory declaration (the "**Tenant's Statutory Declaration**") complying with the requirements of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

13.1.2 Where the Tenant's Statutory Declaration was made by a person other than the Tenant, the Tenant confirms that the declarant was duly authorised to make the Tenant's Statutory Declaration on the Tenant's behalf.

13.2 The Landlord and the Tenant agree that sections 24 to 28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy created by this Lease.

14. **TERMINATION OF THE SUPERIOR LEASES³**

Where the Superior Leases (or any one of them) are terminated or cease to exist so that such termination results in this Lease terminating or ceasing to exist by operation of law then (save where the relevant lease(s) terminate or cease to exist as a result of an act or omission by the Tenant) the Landlord as freeholder and owner of title number NGL67381 (on behalf of itself and its successors in title to the said freehold title) hereby covenants to grant to (or procure the grant of) the Tenant a further lease on the terms of this Lease for a term commencing on the date this Lease is terminated and expiring the day before the term of the Reversionary Lease commences.

15. **THE SCHOOL**

15.1 The School as the occupier of the School Premises consents to the Landlord granting this Lease and agrees and declares that from the date of this Lease all its rights of occupation relating to the School Premises shall be subject to the terms of this Lease.

15.2 The Tenant confirms to the School that for so long as the School remains in occupation, the exercise of its rights under this Lease by the Tenant will not impact on the operation of the School to any greater extent than the rights which the Tenant has under the current licence dated 16 April 2014.

³ Only required in the Lease expiring 2025.

16. **DISPUTES**

- 16.1 Where there is a dispute in respect of any matter under this Lease (save for matters of legal interpretation), such dispute will be settled by an expert (the "**Expert**") who will be a person with appropriate expertise and standing in the subject matter of the dispute and agreed between the parties and in the absence of agreement will be appointed on the application of either of them by the President for the time being of the Royal Institution of Chartered Surveyors.
- 16.2 Whenever an Expert is appointed then:-
- 16.2.1 he shall be required to permit the parties no more than ten Working Days to make written representations to him;
 - 16.2.2 he shall forthwith disclose to the other parties the written representations he has received and shall permit them no more than fifteen Working Days to make written submissions to him on the written representations;
 - 16.2.3 he shall be required to issue his determination within a period of 15 Working Days after the receipt of the written representations or submissions or if there are none after the expiry of the time allowed for them to be made or as soon as may reasonably be practicable afterwards;
 - 16.2.4 in making his determination he shall be required to have regard to such representations and submissions as have been made to him by the parties and shall state any reasons for his determination;
 - 16.2.5 his costs and expenses shall be paid to him as he may direct after written representations made to him by any party and in default of such direction shall be borne equally between the parties;
 - 16.2.6 if he dies or becomes unwilling or unable to act then a new Expert may be appointed at the request of any party and the provisions of this Clause 16 will apply to such appointment;
 - 16.2.7 he may in his determination make an award of compensation for loss suffered by a party caused by a breach of obligation the subject matter of which arises from the issues submitted to him for determination; and
 - 16.2.8 if the Expert is ready to make his determination but is unwilling to do so due to the failure of one party to pay its share of the costs in connection with the determination, the other party may serve upon the party in default a notice requiring that party to pay such costs within ten Working Days. If the party in default fails to comply with the notice, the other party may pay to the Expert the costs payable by the party in default. Any amount so paid by the other party shall be a debt due from the party in default to the other party, together with interest at the rate prescribed in this Lease.
- 16.3 The determination of the Expert shall be conclusive between and binding on the parties save in the case of manifest error in which case the parties shall submit to the jurisdiction of the English Courts.

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SCHEDULE 1

DESCRIPTION OF THE PREMISES

The land shown edged red on Plan 1.

SCHEDULE 2

RIGHTS GRANTED

The Tenant is granted the following rights, which shall be exercisable over the Easement Land during each Event Period only:-

1. Subject to Clause 3.3.10 the exclusive right for the Tenant, its employees, customers and authorised invitees during the Event Periods to:-
 - 1.1 to park roadworthy and taxed motor vehicles within the Car Park and/or operate a car parking business from within the Car Park;
 - 1.2 to place and use the Tenant's Apparatus and to operate and carry out all activities within the Permitted Use within and from the OB Compound;
 - 1.3 run all necessary Conducting Media over the surface of the OB Compound for the passage or transmission of the Amenities between the Premises and the OB Compound and from these areas to the Satellite Uplink Area and the Stadium;
 - 1.4 to install, retain and use portable toilets within the OB Compound and/or the Car Park.
2. The right at all times during the Contractual Term to:-
 - 2.1 have all necessary ancillary access (including emergency access), over the OB Compound for the purposes of maintenance and repair (including the right to park small vans in the OB Compound in the vicinity of the Premises as and when reasonably required to connect cameras and equipment to the apparatus on the Premises);
 - 2.2 to install, run, use, retain, replace and renew all necessary Conducting Media under or through the OB Compound for the passage or transmission of the Amenities between the Premises and the OB Compound and from these areas to the Satellite Uplink Area and the Stadium;
 - 2.3 to attach, retain and use Conducting Media to any boundary features (and in particular the boundary walls of the OB Compound) for the passage or transmission of the Amenities to between the Premises and the OB Compound and from these areas to the Satellite Uplink Area and the Stadium;
 - 2.4 to install (and to replace the same as and when necessary) fencing around:-
 - 2.4.1 the OB Compound; and/or
 - 2.4.2 the Premisesto separate the same from the Adjoining Land.
 - 2.5 to install, retain and use (and replace the same necessary) floodlights for lighting the OB Compound and the Car Park and subject to Clause 3.1.4 to connect the same to Landlord's supply of electricity.

SCHEDULE 3

RIGHTS RESERVED

1. ACCESS OF LANDLORD

The right to enter and remain upon so much as is necessary of the Premises during reasonable times (which shall exclude any time during an Event Period, except in an emergency) and on reasonable prior written notice (save in emergency) with or without workmen, plant and equipment:-

- 1.1 to ascertain whether the Tenant has complied with the Tenant's obligations under this Lease;
- 1.2 to estimate the current value of the Premises for insurance purposes or any other purposes;
- 1.3 to inspect the state of repair and condition of the Premises and prepare any schedule of condition or dilapidations;
- 1.4 to carry out any repairs, remove and make good any unauthorised alterations or carry out any works which the Tenant should have carried out in accordance with the Tenant's obligations under this Lease;
- 1.5 to carry out any tests, inspections and surveys as the Landlord or a purchaser of the Landlord's reversionary interest in the Premises requires; and
- 1.6 to exercise the rights reserved by this Lease and to comply with the obligations of the Landlord under this Lease.

2. CONDUCTING MEDIA

The right to connect to and use any Conducting Media within or passing through the Premises or the OB Compound for the passage or transmission of Amenities to and from any adjoining premises owned by the Landlord together with the right to enter upon the Premises upon giving reasonable prior notice to the Tenant (except in case of emergency) in order to lay, inspect, cleanse, renew and maintain the Conducting Media, the person exercising such right causing as little damage, disturbance or inconvenience as possible to the Tenant or the business being carried on upon the Premises and making good any damage occasioned to the Premises by the exercise of this right.

3. LIGHT AND AIR

The right to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.

4. ADJOINING LAND

The right to build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner (including any lessee) of the Adjoining Land and/or any adjoining premises to do so in relation to their property even though the access of light and air to the Premises and/or Easement Land may be affected and without being liable to pay any compensation to the Tenant.

SCHEDULE 4

PROVISIONS FOR LANDLORD'S DEVELOPMENT OF THE ESTATE

1. **DEFINITIONS**

In this Schedule:-

- "Agreed Relocation Area"** means the area shaded pink on Plan 4
- "Appeal"** means all or any of the following matters means all or any of the following in relation to the Planning Application:-
- (a) an appeal to the Secretary of State under section 78 of the Planning Act
 - (b) Call-In
- and the expression **"to Appeal"** shall be construed accordingly
- "Build Works"** means all the works shown on the Works Schedule (together the Cabling Works, the Landscaping Works and the Connection Works)
- "Build Works Costs"** the cost of constructing the Build Works as determined in accordance with paragraph 5.2 of this Schedule
- "Cabling Works"** means the cabling works shown highlighted yellow on the Works Schedule
- "Call-In"** means the reference of the Planning Application to the Secretary of State under Section 77 of the Planning Act
- "Challenge"** means any challenge whether by application for judicial review, pursuant to statute or by way of any other action or proceedings which in case of a Planning Application shall include a Call-In
- "Closed Season"** means the period during which no official football competitions are scheduled which for indicative purposes only typically commences at the end of May and ends mid-August in each year
- "Connection Works"** means the works highlighted blue on the Works Schedule
- "Council"** means the competent planning authority for the area in which the Development is situated
- "Counter Notice"** has the meaning given to it in paragraph 5.2
- "Development"** means the redevelopment of the Estate or any part thereof (whether alone or in conjunction with other land) and **"Develop"** shall be construed accordingly

"Development Conditions"	means:- <ul style="list-style-type: none">(a) the obtaining of a Satisfactory Planning Permission;(b) the Landlord providing evidence of its title to the New OB Facilities and its ability to grant the New Lease in accordance with the terms of this Schedule to the reasonable satisfaction of the Tenant;(c) the Landlord and the Tenant having agreed the matters detailed in paragraph 6 or in absence of such agreement such matters having been determined by the Expert;(d) all Pre-commencement Conditions agreed to be discharged by the Landlord pursuant to paragraph 6.3.2 have been fully discharged by the Landlord
"Further Licence Period"	has the meaning given to it in paragraph 11.6
"Immune from Challenge"	means no Challenge being made in respect of the Planning Permission within the Review Period and if the Planning Permission becomes subject of such Challenge within the Review Period, that Challenge is abandoned, dismissed or finally disposed of leaving in place the Planning Permission which can no longer be subject to a Challenge
"Landlord's Works"	means any Build Works to be carried out by the Landlord pursuant to paragraph 6
"Landscaping Works"	means the surface and landscaping works highlighted in green on the Works Schedule
"Licence Area"	has the meaning given to it in paragraph 7.2.2
"Licence Period"	means where the parties agree (or it is determined) pursuant to paragraph 6 that the Tenant shall carry out the Landscaping Works and/or the Cabling Works (or any elements of them) then such period of time as may be agreed by the parties pursuant to paragraph 6 (or in absence of agreement determined by the Expert) being a reasonable period required to allow the Tenant sufficient time to carry out the Tenant's Works including any preliminary period required to discharge any Pre-commencement Conditions that have been agreed to be discharged by the Tenant pursuant to paragraph 6.3.2 and any period to commission and tender for the Tenant's Works and such a period commencing on the date the Works Notice is served
"Minimum Specification Requirements"	means the specification requirements set out in Part 2 of Schedule 6
"New Demise"	means an area within the Agreed Relocation Area for the siting of electrical cabinets as may be allocated by the Landlord (acting reasonably) subject to such area being contiguous with the New OB Compound and complying with the Minimum Specification Requirements

"New Lease"	means a lease of the New Demise to be granted with full title guarantee to the Tenant on the following terms:- <ul style="list-style-type: none">(a) for a term equal to the then unexpired residue of the Contractual Term(b) reserving an annual rent of a peppercorn(c) in consideration of the payment of the Premium(d) with the benefit of the New Rights(e) including a lift and shift in favour of the Landlord, at the Landlord's sole cost, on similar terms to this Schedule(f) otherwise on terms similar to those contained in this Lease but not including:-<ul style="list-style-type: none">(i) the provisions of Schedule 5, Schedule 6 and Schedule 8; nor(ii) any references to the Car Park or any rights and covenants relating to the Car Park
"New Lease Confirmation Notice"	has the meaning given to it in paragraph 13.3
"New OB Facilities"	means the New Premises, New OB Compound (including Tenant's Underground Apparatus
"New OB Compound"	means an area within the Agreed Relocation Area being contiguous with the New Demise and complying with the Minimum Specification Requirements
"New Rights"	means rights over the OB Compound and other land (as the case may be) that are similar to the rights granted by Schedule 2 and which are reasonably necessary for the operation and use of the New Demise and the New OB Compound for purposes of the Permitted Use
"Planning Act"	means the Town and Country Planning Act 1990
"Planning Agreement"	means an agreement or enforceable obligation in respect of or affecting the New OB Premises relating to the Planning Application and made pursuant to the Planning Act or Highways Act 1980
"Planning Application"	means an application for the Planning Permission pursuant to the Planning Act for the Build Works (whether as a standalone application or as part of a larger application in respect of the Estate)
"Planning Contribution"	means all or any sums payable pursuant to the Planning Agreement and/or any Community Infrastructure Levy pursuant to sections 205-225 of the Planning Act 2008
"Planning Date"	means the date when a Planning Permission or Planning Permissions are agreed as or otherwise determined (in

	accordance with Paragraph 5) to be a Satisfactory Planning Permission
"Planning Notice"	has the meaning given to it in 5.1
"Planning Permission"	means a written notice either by the Council or by the Secretary of State granting detailed planning permission in respect of a Planning Application and reference to Planning Permission shall include any Planning Agreement entered into in connection with or in relation to it
"Pre-commencement Conditions"	means any conditions attached to or relating to the Satisfactory Planning Permission which are required to be discharged prior to the lawful commencement of the Build Works
"Pre-occupation Conditions"	means any conditions attached to or relating to the Satisfactory Planning Permission which are required to be discharged prior to the lawful occupation and/or use of the New OB Facilities for the Permitted Use save any conditions that specifically relate to the use of the New OB Facilities for the Permitted Use which are within the reasonable control of the Tenant to discharge
"Premium"	means the premium calculated in accordance with Schedule 8
"Relocation"	means each relocation triggered by the service of a Works Notice (or whether or not a Works Notice is served where the Tenant is required to pay any contribution to the Landlord in respect of the cost of carrying out the Landlord's Works in accordance with Paragraph 10.1.4) irrespective of whether or not a Relocation Notice is ever served
"Relocation Date"	means the date of the expiry of the Relocation Notice
"Relocation Notice"	means a notice in writing giving at least requiring the Tenant to vacate the Premises and the Easement Land by no later than the Relocation Date
"Relocation Period"	means the notice period given by the Relocation Notice in compliance with the provisions of paragraph 8.1
"Review Period"	means the period during which the Planning Permission can be lawfully Challenged
"Satisfactory Planning Permission"	means a Planning Permission or Planning Permissions which:- (a) the Landlord has confirmed is satisfactory (b) permits the Build Works to be carried out and permits the New Demise to be used for the Permitted Use and for the Tenant to exercise of the New Rights and does not impose any Tenant's Onerous Conditions; and (c) is Immune from Challenge;
"Secretary of State"	means the relevant secretary of state having or entitled to exercise the powers which were conferred on the Secretary

of State for Environment by Sections 77, 78, 78(a) and 79 of the Planning Act

- "Site Requirements"** means the requirements relating to the site of the New OB Facilities set out in Part 1
- "Temporary Lease"** means a lease of the New Demise, on the same terms as this Lease but not including any references to the Car Park or any rights and covenants relating to the Car Park
- "Tenant's Onerous Conditions"** means a Planning Permission or any of the obligations, conditions or informatives imposed by a Planning Permission which (insofar as it relates to the New OB Facilities only):
- (a) does not comply with the Site Requirements;
 - (b) does not comply with and permit at least the Minimum Specification Requirements;
 - (c) restricts the use, operation or occupation of the same (or any part of the same) to any designated occupier or class of occupier which does not include the Stadium Owner;
 - (d) does not stipulate a minimum implementation period of at least 3 years from the date of the decision notice relating to the Planning Permission is issued or limits the life of the Planning Permission after its implementation (as defined under section 56(4) of the Planning Acts);
 - (e) restricts the hours of use of the same to hours to outside of the hours which are reasonably necessary to operate the Stadium in accordance with its principal planning permission;
 - (f) requires the execution of any works outside the boundaries of the New Demise and/or the New OB Compound where the Tenant cannot obtain consent or access to do so or requires any separate, contingent processes (such as but not limited to stopping up or licensing), which cannot reasonably be accommodated or obtained by the Tenant;
 - (g) imposes any Grampian style conditions which would prevent the whole of the Minimum Specification being met;
 - (h) imposes limitation on noise and vibration levels emanating from the New Demise and/or the New OB Compound and the subsequent use and operation of the New Demise and/or the New OB Compound for the Permitted Use with which it would be impracticable for the Tenant to comply with in carrying out the Build Works or in operating and use of the New OB Compound and/or the New Demise;
 - (i) materially increases the cost of the Build Works to such an extent as to make it unreasonable for the

Tenant to bear such an increase;

- (j) imposes any limitation which would restrict or fetter the New Lease from vesting in the Stadium Operator or prevent the New Demise and/or the New OB Compound from being used for the Permitted Use or the New Rights being exercised in full; and
- (k) imposes a Planning Contribution or through planning condition requires any financial contributions from the Tenant, which does not relate to the use or development of the New Demise and operation of the same for the Permitted Use or the exercising of the New Rights;

provided that the Tenant shall not be able to object to any matters that it has expressly agreed to in writing pursuant to paragraph 4.2.1 or any conditions imposing liability for costs of any security, safety, policing, crowd control, emergency access and similar matters relating specifically to the operation of the Stadium, which shall be payable by the Tenant in all cases;

"Tenant's Works" means those of the Build Works to be carried out by the Tenant pursuant to paragraph 5

"Trigger Date" means the date on which the last of the Development Conditions have been satisfied

"Works Notice" means a prior written notice clearly identifying the New Demise and the New OB Compound and confirming that the same are ready for the Tenant to carry out the Tenant's Works

"Works Schedule" means the works detailed in the schedule annexed at Appendix 1

2. DEVELOPMENT DESIGN TO INCORPORATE NEW OB FACILITIES

2.1 The Landlord shall notify the Tenant when the Landlord commences the design of the Development for the purposes of making a Planning Application for the Development.

2.2 The Landlord's design for the Development shall accommodate New OB Facilities on a site which meets the Site Requirements set out in Part 1 of Schedule 6.

3. DEVELOPMENT CONDITIONS

The Landlord shall not be under any obligation to discharge the Development Conditions and nor shall it be under any obligation to Appeal any refusal for Planning Permission nor take any other steps in respect of a Planning Permission provided that it is acknowledged and agreed that where the Development Conditions are not discharged the Trigger Date cannot occur.

4. INFORMATION AND CONSULTATION

4.1 General

4.1.1 The Landlord shall keep the Tenant informed and regularly updated in respect of the discharge of the Development Conditions.

- 4.1.2 Subject to the Tenant having previously received from the Landlord sufficiently detailed information relating to the proposed New Demise and the New OB Compound and configuration and extent and nature of the proposed Development, the Tenant shall provide to the Landlord such information, drawings, designs and cooperation relating to the proposed New OB Compound and the New Demise as the Landlord reasonably requires to enable the Landlord to discharge the Development Conditions and provided that the Tenant shall be required only to comply with the provisions of this paragraph 4.1.2 at its own cost only in relation to the first two Relocations.

4.2 **Prior to Making the Planning Application**

- 4.2.1 The Landlord shall prior to making the Planning Application supply to the Tenant full details of the proposed design and location of the New OB Facilities and shall consult with the Tenant and have regard to the Tenant's views as to whether or not the proposed design meets the Site Requirements and the Minimum Specification Requirements.
- 4.2.2 The Landlord shall be entitled to design the New OB Facilities, so as to exceed or improve upon the Minimum Specification Requirements and the Tenant shall not object to such design so long as the Site Requirements and the Minimum Specification Requirements are met.

4.3 **Making the Planning Application**

In relation to any Planning Application, any Appeal and any Challenge, the Landlord shall:-

- 4.3.1 keep the Tenant regularly updated of its progress; and
- 4.3.2 consult with the Tenant in relation to any matters pertaining to the New OB Facilities and have due regard to its reasonable requirements so far as the same relates to the location of the New OB Facilities so as to ensure that the same achieve at least the Site Requirements and the Minimum Specification Requirements and to ensure that any Planning Permission is granted free of any Tenant's Onerous Conditions.

5. **THE TENANT'S APPROVAL OF THE PLANNING PERMISSION**

- 5.1 The Landlord shall provide to the Tenant within 10 Working Days of receipt a copy of any notice constituting a Planning Permission (including any Planning Agreement) or other decision in relation to the Planning Application or any Appeal or Challenges which the Landlord considers (in its absolute discretion) to be satisfactory to it ("**Planning Notice**").
- 5.2 Within 30 Working Days of receipt by the Tenant of a copy of any Planning Permission and/or Planning Agreement and the Planning Notice from the Landlord, the Tenant shall give written notice to the Landlord either confirming that it regards the Planning Permission and any Planning Agreement to be acceptable to it or specifying any condition it considers to be a Tenant's Onerous Condition together with a statement of the reasons or such view ("**Counter Notice**"), save that the Tenant shall not be entitled to object in respect of any matters which it approved or which it required as part of the consultation in Paragraph 4 of this Schedule.
- 5.3 If the Tenant does not serve the Counter Notice within the time period set out at paragraph 5.2 then it shall be deemed that the Tenant regards the Planning Permission and Planning Agreement as constituting a Planning Permission acceptable to it.
- 5.4 The Landlord shall be deemed to accept that any condition notified to it by the Tenant as a Tenant's Onerous Condition in a Counter Notice is a Tenant's Onerous Condition unless it gives notice to the Tenant within 30 Working Days of receipt of the Counter Notice to dispute the notification of a Tenant's Onerous Condition(s).
- 5.5 Where the Landlord serves a notice disputing a Tenant's Onerous Condition pursuant to paragraph 5.4 and the parties cannot agree that the condition is a Tenant's Onerous Condition then

the question of whether such condition is an Onerous Condition to be determined by the Expert in accordance with Clause 16.

6. BUILD WORKS

6.1 Following the Planning Date, the Tenant shall (as soon as reasonably practicable and in any event within three months of the Planning Date) produce and provide to the Landlord any further information and designs which the Landlord may reasonably require in order to determine the full costs of constructing the New OB Facilities to the standard set out in the Minimum Specification Requirements including a detailed specification and detailed design for the Connection Works and Cabling Works.

6.2 If the Landlord and the Tenant shall be unable to agree the costs of constructing the Build Works as specified in paragraph 6.1 of this Schedule, such costs shall be determined by the Expert under Clause 16 and such costs (as agreed or determined) shall be the Building Works Costs.

6.3 The parties shall (as soon as reasonably practicable and in any event within 30 Working Days of the date of Planning Notice) co-operate and jointly agree:

6.3.1 which of them will carry out the different elements of the Build Works; and

6.3.2 (which of the Pre-commencement Conditions are to be discharged by the Landlord and which by the Tenant, but so that in any event the Landlord is entitled to carry out any works which it needs to, to carry out and comply with its programme for works to the Estate.

6.4 The Landlord and the Tenant agree that where the Landlord requires the New OB Facilities to exceed or improve upon the Minimum Specification Requirements then any increase in the cost of the Build Works arising out of the same are agreed to be paid by the Landlord and the Tenant shall be under no obligation to agree to pay towards such increased costs.

6.5 The parties will in good faith co-operate to ensure that the Build Works are carried out in the most efficient, economic and timely manner and will co-ordinate their respective works programmes so as to minimise delays and interference to any works being carried out by the other party (but not so as to vary the time periods specified in paragraph 7 unless the Tenant agrees);

6.6 Where the parties agree that the Landlord is to carry out any part of the Build Works, then before such works are commenced, the parties shall agree:

6.6.1 the costs thereof as agreed or determined under paragraphs 6.1 and 6.2 (and to no better or enhanced specification save where the Tenant has agreed to the relevant specification under paragraph 6.1)

6.6.2 a programme for the carrying out of the each element of the Build Works including access and co-working arrangements in respect of the same;

6.6.3 the Licence Period; and

6.6.4 a payment schedule for the Tenant to pay the Landlord the costs provided for in paragraph 6.6.1.

6.7 It is agreed and acknowledged that any Build Work required to be carried out to the New Demise (as opposed to the New OB Compound) and all Connection Works shall be carried out by the Tenant and that the Connection Works are to only be carried out once the Relocation Notice has been served by the Landlord pursuant to paragraph 8.1.

6.8 Where pursuant to paragraph 6.3 the parties agree that:-

6.8.1 the Tenant shall carry out the Build Works (or any part of them) then the provisions of paragraphs 7 and 11 shall apply; or

6.8.2 the Landlord shall carry out the Build Works (or any part of them) then the provisions of paragraph 12 shall apply.

6.9 If the parties cannot reach agreement on the matters detailed in paragraph 6.1 to 6.6 then either of them may refer the matters to the Expert for determination in accordance with Clause 16.

7. WORKS NOTICE

7.1 The Landlord is entitled to serve the Works Notice on the Tenant at any time after the Trigger Date has occurred provided that the Works Notice can only be served if on its service the Satisfactory Planning Permission remains extant either because:-

7.1.1 the development permitted by it has been implemented (during the implementation period provided for in the Satisfactory Planning Permission); or

7.1.2 reasonably sufficient time remains to practicably allow the implementation of the Satisfactory Planning Permission before the implementation period provided for in the Satisfactory Planning Permission expires.

7.2 Once the Works Notice has been served the following shall apply during the whole of the Licence Period:-

7.2.1 on the commencement of the Licence Period the site of the New Demise and the New OB Compound (the "**Licence Area**") shall be handed over by the Landlord to the Tenant to allow the Tenant to carry out the Tenant's Works in accordance with this Schedule;

7.2.2 for the duration of the Licence Period the Tenant shall be entitled to enter upon the Licence Area with or without machinery and equipment as licensee only to carry out:-

- (a) any preparation works necessary for carrying out the Build Works;
- (b) the Build Works; and
- (c) the installation of the Tenant's Apparatus thereon.

7.2.3 The Landlord shall ensure that:-

- (a) the Licence Area remains vacant (other than occupation by the Tenant); and
- (b) it does not to interfere with the Build Works or the Tenant's occupation of the Licence Area as licensee.

7.2.4 When the Licence Period expires, the Tenant shall:-

- (a) prepare a schedule of condition of the New Demise and the New OB Demise and any Tenant's Apparatus it has installed or placed at the New Demise and/or the New OB Compound and supply a copy of the said schedule of condition to the Landlord; and
- (b) vacate the New Demise and the New OB Compound.

7.2.5 Once the Tenant has vacated the OB Compound pursuant to paragraph 7.2.4 the New Demise and the New OB Compound and all of the Tenant's Apparatus thereon as evidenced in the Schedule of Condition shall be at the Landlord's risk until the Relocation Date.

7.2.6 The Landlord shall ensure that no damage is caused to the New Demise and the New OB Compound and to any of the Tenant's Apparatus thereon and to make good any damage caused to the same to the reasonable satisfaction of the Tenant as soon as reasonably practicable and in any event before the Relocation Notice is served.

8. RELOCATION NOTICE

8.1 The Landlord shall be entitled to serve the Relocation Notice provided that no such notice can be given unless:-

8.1.1 Where any Build Works are to be carried out by the Tenant pursuant to paragraph 6 then the Relocation Date falls at least eight weeks after the date of the expiry of the Licence Period (and any Further Licence Period);

8.1.2 (subject to paragraph 8.2 below) it expires at least 8 weeks after it is served and at least eight weeks of any notice period given falls wholly within a Closed Season;

8.1.3 where any Build Works are to be carried out by the Landlord pursuant to paragraph 6 such works have reached practical completion in accordance with the provisions of paragraph 12; and

8.1.4 where there are any Pre-occupation Conditions they have been fully discharged.

8.2 If, at the time the Landlord intends to serve the Relocation Notice, less than eight weeks of the notice period shall fall within the Closed Season, the Tenant shall (at the Landlord's cost) cooperate with the Landlord and take such steps as the Tenant considers possible (having regard to what is technically and operationally feasible) to reduce the period required for the remaining works to be carried out by the Tenant, to allow the service of the Relocation Notice and such works to be completed within the relevant Closed Season.

8.3 From the date of the Relocation Notice the Tenant shall have exclusive possession of the New Demise and shall at all times be permitted to access the New OB Compound and all Conducting Media leading to and from the same to the Satellite Uplink Area and/or the Stadium for purposes of carrying out the Connection Works.

8.4 During the Relocation Period and on or before the expiration of Relocation Notice and subject to the grant of the New Lease the Tenant shall remove as far as is necessary all the Tenant's Apparatus from the Premises and the Easement Land and deliver to the Landlord the same with vacant possession, having removed electric cabinets, capped services and a level and useable surface, provided that the Tenant shall not be obliged to remove any of the Tenant's Underground Apparatus from the Premises and the Easement Land and it is hereby agreed that the Landlord shall be free to dispose of any of the Tenant's Underground Apparatus so left at the Premises and the Easement Land as its own cost.

9. NEW LEASE AND PAYMENT OF THE PREMIUM

9.1 On or before the expiration of the Relocation Notice the Landlord shall with full title guarantee (subject to the investigation and approval of title by the Tenant's solicitor (at the Tenant's sole cost) such approval not to be unreasonably withheld or delayed) by deed with the concurrence of every incumbrancer (such concurrence to be procured by and at the expense of the Landlord) and in consideration of the payment of the Premium by the Tenant grant or procure the grant to the Tenant the New Lease.

9.2 Simultaneously with the grant of the New Lease the Tenant shall pay the Premium and surrender to the Landlord and the Landlord shall accept the surrender of this Lease.

9.3 The Landlord may at any time following redevelopment of the Estate, serve notice on the Tenant confirming that the then current location of the Premises and the Easement Land (so long as they satisfy the Minimum Site Requirements) shall be the permanent solution. Following service of such notice, in consideration of the payment of the Premium by the Tenant the Landlord shall grant or procure the grant to the Tenant the New Lease.

10. PREMIUM AND THE COST OF BUILD WORKS

10.1 The parties agree and acknowledge that:-

10.1.1 the Premium shall not include any costs of relocation to the New Demise, which shall be borne solely by the Tenant (in respect of the first two Relocations only).

10.1.2 the Premium shall be payable by the Tenant only once and on grant of the first New Lease unless that Lease is a Temporary Lease (as defined in paragraph 13);

10.1.3 no Premium shall be payable in respect of any lease granted to the Tenant pursuant to the Relocations detailed in paragraph 14;

10.1.4 all costs associated with the first two Relocations (including Build Works (which for avoidance of doubt shall include the cost detailed in paragraph 12.6) and the costs of complying with any planning conditions or s106 requirements that specifically relate to the Tenant's use of the New OB Facilities for the Permitted Use) shall be borne by the Tenant and it is agreed and acknowledged that:-

(a) a Relocation (including a temporary move pursuant to paragraph 13) shall count as one the said two Relocations); and/or

(b) where a Relocation Notice is not served within five years of the later of: (i) the expiry of the Works Notice; and (ii) the date on which the Tenant shall have paid or incurred costs of the Build Works (including any costs pursuant to paragraph 3.1.2), then it shall be deemed that a Relocation has occurred and it shall count towards the said first two relocations; and

10.1.5 all costs associated with the third and all subsequent Relocations (including any costs relating to the Build Works) shall be borne by the Landlord.

11. TENANT'S WORKS

11.1 The Tenant shall:-

11.1.1 carry out the Tenant's Works:-

(a) using good quality, new materials which are fit for the purpose for which they will be used;

(b) complying with the Minimum Specification Requirements and the detailed design and detailed specifications agreed pursuant to paragraph 6.3;

(c) in a good and workmanlike manner; and

(d) to the reasonable satisfaction of the Landlord;

11.1.2 in respect of the Tenant's Works:-

(a) comply with all statutory and other legal requirements;

(b) comply with the terms of the relevant Planning Permission;

(c) discharge any Pre-commencement Conditions (save for any where it has been agreed the Landlord shall discharge the condition in accordance with paragraph 6.3.2);

(d) comply with the requirements and recommendations of all relevant utility suppliers and the insurers of Licence Area;

- (e) erect appropriate hoarding and/or fences around the Licence Area during the Tenant's Works;
- (f) be responsible for the security of the Licence Area;
- (g) be responsible for all health and safety matters relating to the Licence Area (or parts thereof) and the Tenant's Works;

and shall indemnify and keep indemnified the Landlord and its servants agents visitors and invitees from and against all loss damage actions costs claims demands expenses and liability of whatsoever nature which may arise in connection with these responsibilities;

- 11.1.3 immediately make good (to the reasonable satisfaction of the Landlord) any damage (including decorative damage) to any land or building or any plant and machinery (other than the Premises) which is caused by carrying out the Tenant's Works;
- 11.1.4 allow the Landlord and its surveyors access to the Licence Area to inspect the progress and quality of the Tenant's Works (both while the Tenant's Works are being carried out and afterwards) at reasonable times and on reasonable prior notice;
- 11.1.5 give the Landlord the information it reasonably requests to establish that the Tenant's Works are being and have been carried out in accordance with this Schedule; and
- 11.1.6 send the Landlord three copies of plans showing the completed Tenant's Works within 25 Working Days after completion of the Tenant's Works.

11.2 The Tenant acknowledges that subject to paragraphs 7.2.5 and 7.2.6:-

- 11.2.1 all materials goods plant machinery equipment and other items belonging to The Tenant or its servants agents or contractors shall be at the sole risk and responsibility of the Tenant and that the Landlord has no responsibility therefor; and
- 11.2.2 that the Landlord has no responsibility for servant's agents and contractors of the Tenant.

11.3 The Tenant shall indemnify and keep indemnified the Landlord from and against all loss costs claims demands expenses actions proceedings damages and liabilities whatsoever arising as a result of its access to the Licence Area and the carrying out of the Tenant's Works in this exercise of the rights under this Lease:-

- 11.3.1 in respect of any injury to or death of any person resulting from any act or default of the Tenant or any of their respective servants agents and sub-contractors; and
- 11.3.2 in respect of any loss of or damage to any real or personal property (including without limitation any land and buildings roads footpaths service media and street furniture).

11.4 The Tenant shall:-

- 11.4.1 maintain or shall procure that its contractor maintains adequate insurance cover against the risk of such loss damage actions claims and demands in a sum not less than £10 million;
- 11.4.2 produce or shall procure that its contractor produces to the Landlord details of the insurance cover effected pursuant to paragraph 11.4.1 and evidence of payment of the last premium therefor whenever there is a material change to the same and (in addition) whenever reasonably required by the Landlord in writing (but not more than once in any six months); and

11.4.3 shall pay to the Landlord on demand any costs incurred by the Landlord in effecting the insurance cover referred to in paragraph 11.4.1 in default of the contractor maintaining such cover.

11.5 The Tenant shall pay all fees, rates, levies and taxes that arise by reason of the Tenant's Works (including any arising under any laws applying to the Tenant's Works) whether imposed on the Landlord or the Tenant and shall indemnify the Landlord from all liability in relation to such fees, rates, levies and taxes and against all loss damage actions costs claims and demands arising out of the Tenant's occupation of the Licence Area and the carrying out of the Tenant's Works.

11.6 If elements of the Build Works agreed pursuant to paragraph 6 to be carried out by the Tenant cannot reasonably and practicably be carried out before completion of the Landlord's Works then the Landlord shall grant to the Tenant a further licence period (the "**Further Licence Period**") for such period as the Tenant may reasonably require (the parties having due regard to their obligations in paragraph 15) to carry out and complete any such outstanding Build Works and the provisions of paragraph 7.1 shall apply to the Further Licence Period.

11.7 The Tenant will satisfy and comply with any pre-occupation conditions (but excluding any Pre-occupation Conditions) and any on-going conditions imposed by the Satisfactory Planning Permission, which specifically relate to the Tenant's use of the Easement Land and the Premises for the Permitted Use.

12. **LANDLORD'S WORKS**

12.1 The Landlord shall

12.1.1 carry out the Landlord's Works:-

- (a) using good quality, new materials which are fit for the purpose for which they will be used;
- (b) complying with the Minimum Specification Requirements and the detailed design and detailed specifications agreed pursuant to paragraph 6.3;
- (c) in a good and workmanlike manner; and
- (d) to the reasonable satisfaction of the Tenant;

12.1.2 in respect of the Landlord's Works:-

- (a) comply with all statutory and other legal requirements;
- (b) comply with the terms of the relevant Planning Permission;
- (c) discharge any Pre-commencement Conditions (where it has been agreed the Landlord shall discharge them in accordance with paragraph 6.3.2) have been discharged on or before the expiry of the Relocation Notice (or such later date as may be agreed between the parties);
- (d) comply with the requirements and recommendations of all relevant utility suppliers and the insurers of the New Premises and/or the New OB Compound;
- (e) erect appropriate hoarding and/or fences around the New Demise and the New Compound during the Landlord's Works;
- (f) be responsible for the security of the New Demise and the New OB Compound;
- (g) be responsible for all health and safety matters relating to the New Demise and the New OB Compound (or parts thereof) and the Landlord's Works; and

- (h) not cause any damage to the Tenant's Works carried out by the Tenant and to any of the Tenant's Apparatus installed as part of the Tenant's Works (if any) and to make good any damage caused to the same to the reasonable satisfaction of the Tenant as soon as reasonably practicable and in any event before the Relocation Notice is served

provided always that the Landlord shall have no liability to the Tenant in respect of a breach of any obligations in respect of the Landlord's Works except and only to the extent that such breach prevents the Tenant exercising the Easements;

- 12.1.3 allow the Tenant and its surveyors access to the New Demise and the New OB Compound to inspect the progress and quality of the Landlord's Works (both while the Landlord's Works are being carried out and afterwards) at reasonable times and on reasonable prior notice in accordance with Landlord's requirement and directions and those of its contractors; and
- 12.1.4 give the Tenant the information it reasonably requests to establish that the Landlord's Works are being and have been carried out in accordance with this Schedule.

12.2 The Landlord shall:-

- 12.2.1 maintain or shall procure that its contractor maintains adequate insurance cover against the risk of loss damage actions claims and demands pertaining to the Landlord's Works in a sum not less than £10 million;
- 12.2.2 produce or shall procure that its contractor produces to the Tenant details of the insurance cover effected pursuant to paragraph 11.4.1 and evidence of payment of the last premium therefor whenever there is a material change to the same and (in addition) whenever reasonably required by the Landlord in writing (but not more than once in any six months); and
- 12.2.3 shall pay to the Landlord on demand any costs incurred by the Landlord in effecting the insurance cover referred to in paragraph 11.4.1 in default of the contractor maintaining such cover.

12.3 The Landlord shall notify the Tenant giving at least five Working Days' notice in writing of the date when in its reasonable opinion the Landlord's Works will have been completed and on the date stated in any such notice or such later date as may be agreed between the parties, the Tenant shall inspect the Landlord's Works and thereafter within three Working Days of such inspection, confirm in writing whether or not it agrees that the Landlord's Works have been completed so as to allow the Tenant to exercise the Easements and if the Tenant is of the view that the Landlord's Works have not been completed then it shall set out the reasons and the Landlord shall, without delay remedy and/or rectify any work specified in such notice required to ensure that the Landlord's Works as the case may be are Practically Complete, provided that the Landlord's Works shall be deemed to be Practically Complete if an independent certifier or employer's agent (in either case being duly qualified and of good repute) has so certified (provided further that such independent certifier or employer's agent has provided a collateral warranty or other duty of care in reasonable form in favour of the Tenant on or before the date such certificate is issued together with a certified copy of its professional indemnity insurance in the sum of at least £5M).

12.4 The procedures set out in paragraph 12.3 shall apply as often as is necessary until the parties agree, acting reasonably, that the Landlord's Works (as the case may be) have been completed in accordance with the terms of this Schedule and in case of dispute then either party may refer the matter for determination by an Expert in accordance with Clause 16.

12.5 Each party shall give due consideration to any representations made by the other during such inspection as to whether or not the Landlord's Works have been completed in accordance with the provisions of this Schedule.

12.6 The Tenant shall pay to the Landlord (by way of contribution to the properly incurred cost of the Landlord's Works) in accordance with the payment schedule agreed pursuant to paragraph 6.6.4 and in any event not less than 10 Working Days following completion of the Landlord's Works.

13. **TEMPORARY MOVE**

13.1 The Parties agree that it may be necessary for the process set out at paragraphs 4 - 7 above, to be followed more than once.

13.2 Unless any initial move is intended to be permanent, in respect of the first Relocation any reference to the 'New Lease' above shall be read and construed as if it were a reference to the 'Temporary Lease' save that the parties agree and acknowledge that no Premium payable on grant of any Temporary Lease and paragraphs (a), (c), (e) and (f) of the definition of 'New Lease' shall not apply to any Temporary Lease.

13.3 If, once a Temporary Lease has been granted, the Landlord determines that the location of the New Premises and the New OB Compound is intended to be a permanent solution; it can serve notice on the Tenant to that effect (the "**New Lease Confirmation Notice**"), in which case a New Lease of the relevant New Premises together with rights over the New OB Compound shall be granted and the Premium paid by the Tenant in accordance with paragraph 9 above (as if the reference to 'Relocation Notice' were a reference to the 'New Lease Confirmation Notice').

14. **FURTHER RELOCATIONS**

14.1 If, once the lift-and-shift mechanism in this Schedule 4 has been operated by the Landlord on two occasions (but in any event not beyond the first permanent solution), the Landlord shall desire a further relocation of the Premises; the Landlord shall serve notice to this effect on the Tenant, with details of the proposed new demise.

14.2 The Tenant shall, as soon as reasonably practicable and in any event within three months, provide a cost estimate for the Build Works in respect of that proposed relocation (with reasonable documentary evidence to support such estimate as the Landlord may require).

14.3 The Landlord shall have a further 40 Working Days to determine if it wishes to proceed with the proposed relocation, following which, if required the process at paragraphs 4 to 7 above shall be repeated.

15. **MUTUAL CO-OPERATION**

15.1 The Landlord and the Tenant hereby agree that they will co-operate with one another and act reasonably and in good faith:-

15.1.1 in relation to the matters contained in this Schedule;

15.1.2 to (in carrying out the Development and the Build Works respectively) cause as little disturbance and inconvenience as reasonably possible to the other;

15.1.3 to agree a construction protocol in respect of the carrying out of the Development alongside the Build Works, including:-

(a) the movement of construction vehicles;

(b) access to and egress from the Licence Area;

(c) timing and location of works; and

(d) such other matters as the parties consider reasonably necessary;

so as to facilitate the carrying out of the Development but also ensuring that the Tenant can at all times continue to carry out the Permitted Use and exercise the Easements or

the New Rights (as the case may be) during Event Periods pursuant to this Lease and/or the Temporary Lease and/or the New Lease effectively and with no interruption and effectively continue with outside broadcasting of Events from the Stadium on an Event Day.

SCHEDULE 5

CALCULATION AND REVIEW OF EVENT RENT

1. DEFINITIONS

In this Schedule:-

- "Base Figure"** means [], being the Index figure last published before the date of this Lease
- "Index"** means the Retail Price Index (All Items) published by the Office of National Statistics or any successor ministry department or agency
- "Initial Amount"** means []⁴ per Event Day
- "Multiplier"** means (as at each Review Date) the higher of:-
- (a) the figure produced by the Review Figure divided by the Base Figure; or
 - (b) one
- "Review Date"** means each anniversary of the date of this Lease
- "Reviewed Amount"** means an amount equal to the figure produced by multiplying the Initial Amount by the Multiplier
- "Review Figure"** means the Index figure last published before the relevant Review Date

2. AMOUNT OF THE EVENT RENT

- 2.1 The Event Rent shall be payable in respect of each Event Day and shall be:-
- 2.1.1 from the date of this Lease until the first Review Date the Initial Amount; and
 - 2.1.2 thereafter the Reviewed Amount, calculated in accordance with paragraph 4 of this Schedule 5.

3. PAYMENT OF THE EVENT RENT

- 3.1 The Tenant shall pay the Event Rent after each Event Day and within 10 Working Days of receipt of an invoice from the Landlord.
- 3.2 Where the Tenant has given notice of the Event Day in accordance with the provisions of Schedule 7, the Event Rent shall not be payable if the relevant event and/or the Tenant's use of the Easement Land is cancelled (by prior written notice to the Landlord) by the Tenant prior to the commencement of any use or occupation for that Event Period.
- 3.3 Where the Tenant's use or occupation of the Easement Land for the Event Period commences, but the relevant event does not take place or the Tenant's use or occupation for that Event Period is terminated early for whatever reason, the full Event Rent shall be payable without rebate or cesser.

⁴ To be revised prior to completion of the Lease by reference to RPI to the current figure.

4. **REVIEW OF THE EVENT RENT**

- 4.1 The Reviewed Amount shall be calculated as at each Review Date and will apply until re-calculated as at the next Review Date.
- 4.2 If it becomes impossible to calculate the Multiplier by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any reason whatsoever then there shall be substituted such other index as the Landlord and the Tenant may agree or in the absence of such an agreement such other index as may be nominated by an Expert in accordance with Clause 15.
- 4.3 If by a Review Date the Reviewed Amount has not been ascertained pursuant to this Schedule the Tenant shall continue to pay the Event Rent applicable immediately prior to such Review Date. Within 14 days of such ascertainment (being the date of agreement or of the Expert's decision) (the "**due date**") the Tenant shall pay to the Landlord the difference (if any) between the amount paid and the amount which would have been paid had the Reviewed Amount been so ascertained by the relevant Review Date.

SCHEDULE 6

PART 1 - SITE REQUIREMENTS

1. In respect of the New OB Compound a single substantially regular (rectangular) space of 2,800m² (excluding any ramps and fencing) in which the minimum width is 30m (to enable OB trucks to turn inside). The New Demise must be adjacent to and contiguous with the New OB Compound and must be a minimum of 16m long and 4 m wide and a maximum of 20m long and 4m wide (included within the overall 2800m² footprint).
2. The eastern edge of the New OB Compound and the New Demise should be no further than 175m away from the Stadium facade (as per the approved Stadium planning permissions⁵) but shall not be located directly opposite the eastern entrance to the Stadium in the Exclusion Area.
3. A level area, clear of any obstructions above or below ground which would interfere with the OB ducting and services.
4. A location where underground ducts (90mm in diameter) (for cables) can be run from the New OB Compound and the New Demise into the stadium (without crossing other land apart for the highway and any other land where the Tenant has the right to do so) and from the New OB Compound and the New Demise to the Satellite Uplink Area.
5. A location where additional ducts can be installed with "liftable" covers (that can be raised at any time) running from the New OB Compound and the New Demise to the Stadium as well as from the New OB Compound and the New Demise to the Satellite Uplink area to enable laying of temporary cables at any time the OB facilities are in use.
6. A location where external services (such as external communication lines – BT etc.) can be installed directly from the pavement into the OB area without crossing any other land, save for any land where the Tenant has the right to do so.
7. A location where the centre of the New OB Compound and the New Demise is not more than 145m away from the centre of the Satellite Uplink Area.
8. Capable of having adequate surface water drainage and supply of electricity for the use of the OB Land.
9. The New OB Compound shall be capable of being securely fenced while in use as OB space, with a minimum fence height of 2m.
10. The New OB Compound shall be capable of having two separate, manual gated entrances (and associated cross-overs) wide enough for OB trucks to enter and turn directly from the highway into either entrance unhindered. The position of the entrances should allow vehicles to enter and exit the New OB Compound during an event while maintaining an egress route through the New OB Compound.
11. The New Demise shall be capable of having a single gate providing access direct from the highway.

The parties acknowledge that the Landlord may wish to incorporate the New OB Facilities in an undercroft of its development of the Estate and if the Landlord so wishes the parties agree that they shall both act reasonably and in good faith to endeavour to reach agreement on terms which are satisfactory to both parties provided that it is also acknowledged that amongst any other matters that the parties may consider reasonably and in good faith that the Tenant shall be under no obligation to agree anything which (i) will result in the Tenant incurring further costs than it would have had the New OB Facilities been delivered as a surface solution and/or (ii) which results in the proposed undercroft solution being located on or within the Exclusion Area.

⁵ Planning permissions HGY/2015/3000 and HGY/2015/3002 and listed building consent HGY/2015/3001

PART 2 - MINIMUM SPECIFICATION REQUIREMENTS FOR BUILD WORKS

1. New OB Compound and the New Demise to be surfaced to a standard to support outside broadcast vehicles. As an example, the current outside broadcast space is surfaced with a sub-base (350mm Type 1), base course (150mm AC32 Base PD6691 Annex B 40/60), binder course (60mm AC20 Dense BIN PD6691 Annex B 40/60 Bitumen) and top surface (30mm of 6mm SMA Superdrive heavy Duty Supreme by Aggregate Industries) using a specialist/accredited installer.
2. The New Demise shall be permanently fenced with a minimum fence height of 2 m.
3. Installation of lighting to achieve the required design specification throughout the New OB Compound and New Demise and any necessary ducts/utility connection.
4. If there is a difference in levels between the road and the New OB Compound a ramp must be installed into the New OB Compound. Any ramped area should be wide enough to enable unhindered entry by OB trucks and of such gradient as to ensure OB trucks are not grounded when traversing.
5. Installation of a drinking water point into the New OB Compound and associated duct work/utility connection.
6. Installation of power to the temporary toilet location and associated duct work/utility connection.
7. Installation of concrete plinths, connecting into the permanently installed ducts to enable Tenant installation of the OB and External communication cabinets in the New Demise.
8. Installation of sufficient ducts from the New Demise to the stadium and New Demise to the pavement to enable installation of permanent broadcast cables and external communications.
9. Installation of liftable ducts⁶ from the New OB Compound to the stadium and New Demise to the Satellite Uplink Area.
10. Installation of any additional posts (beyond lighting columns) and associated duct work (from the New OB Compound to the stadium) to enable the installation of IT services such as Wi-Fi.
11. Installation of OB Cabinets and External communication cabinets.
12. Installation of permanent broadcast, power and IT cables from the stadium to the OB cabinets.
13. Installation and connection of external communication providers to the OB cabinets from the pavement.
14. Installation of earthing spikes in the New Demise.
15. Installation of Wi-Fi into the New OB Compound.

It has been agreed that the Tenant shall be responsible for paragraphs 6, 7 and 10 to 13 of Part 2 above and they shall form part of the Tenant's Works, as defined in Schedule 4.

⁶ DN: THFC to advise on size and depth

SCHEDULE 7

EVENT PERIODS AND SPACE REQUIREMENTS AND BOOKING

PART 1

EVENT PERIODS AND SPACE REQUIREMENTS

Event Type	When must outside broadcast facilities be available?	Space requirements	Event Category
UEFA (Champions League)	<ul style="list-style-type: none"> From 9.00am, two days before the match Until 12.00pm, the day after the match 	<ul style="list-style-type: none"> 1500m² for play off and group stages 2800m² for all subsequent stages 	Category A Event
UEFA (Europa League)	<ul style="list-style-type: none"> From 9.00am, two days before the match Until 12.00pm, the day after the match 	<ul style="list-style-type: none"> 1500m² for group stages 2800m² for all subsequent stages 	Category B Event
Premier League (Premier League), FA (FA Cup) and Football League (League Cup) and all other association football matches	<ul style="list-style-type: none"> From 9.00am, one day before the match Until 12.00pm, the day after the match 	<ul style="list-style-type: none"> 1500m² 	Category C Event
World Cup and European Championship	<ul style="list-style-type: none"> From 9.00am, four days before the match Until 12.00pm, the day after the match 	<ul style="list-style-type: none"> 2800m² 	Category D Event
NFL (American Football) & Other Events	<ul style="list-style-type: none"> From 9.00am, two days before the game Until 12.00pm, the day after the game 	<ul style="list-style-type: none"> 2800m² 	Category E Event
Concerts	<ul style="list-style-type: none"> From 9.00am, two days before the concert Until 12.00pm, the day after the concert 	<ul style="list-style-type: none"> 2800m² 	Category F Event

PROVIDED ALWAYS that the Space Requirements for any Event shall not be more than 2800m².

PART 2

EVENT BOOKING

1. DEFINITIONS

In this Schedule where the context so admits:-

- 1.1 a reference to a Category A Event, Category B Event, Category C Event, Category D Event, Category E Event and Category F Event shall be to the corresponding the type of Event as detailed in Part 1 of this Schedule; and
- 1.2 all references to UEFA (Champions League), UEFA (Europa League), Premier League, FA Cup, League Cup and NFL in this Lease shall include all successor leagues and/or organisations to the same from time to time.

2. PRIORITISING/BOOKING OF EVENTS

The Landlord and the Tenant hereby covenant with each other to observe and perform the obligations on their respective parts in this Part 2 of Schedule 7.

3. EVENTS

3.1 The Tenant shall:-

- 3.1.1 endeavour to give the Landlord as much written notice as possible of the staging of future Events;
- 3.1.2 co-operate generally with the Landlord to overcome any practical, legal or regulatory difficulties (including without limitation any traffic control and/or marshalling and/or health and safety issues) which may be encountered on an Event;
- 3.1.3 provide the Landlord with as much advance written notice of the provisional fixture or event dates for the Events as is reasonably practicable and shall provide the Landlord with confirmed fixture or event dates once an Event Day is known;
- 3.1.4 provide the Landlord with such information regarding each Event as the Landlord may reasonably require, such information to be provided as soon as reasonably practicable after such information has been confirmed to the Tenant itself.

3.2 Each of the Landlord and the Tenant shall appoint at least one representative, to be notified in writing to the other, from time to time, for the purpose of this Schedule to allow appropriate co-ordination and co-operation in connection with all Events.

3.3 There shall be no more than 10 Category E Events and no more than 6 Category F Events in any year.

3.4 The parties agree that where the same Event (for illustrative purposes only such as a concert with the same performer) is held on sequential Event Days the pre and post Event Day periods referred to in Part 1 shall apply once only so that the pre Event period shall commence before the first of those Event Days and the post Event period shall end after the last of those Event Days, and it is agreed that every consecutive Event Day held (such as each concert performance for the same performer) shall each count towards the maximum number of events specified in paragraph 3.3 above.

3.5 For all Category D Events, the Event Rent paid in accordance with Schedule 5 shall be doubled.

SCHEDULE 8

CALCULATION OF THE PREMIUM

The Premium shall be calculated in accordance with the following formula:

A = the greater of:

(a) ; and

(b) $x \frac{B}{C}$

Where:

A – Premium payable in pounds sterling;

B –the figure shown in the Index for the month and year in which the Relocation Notice is served;

C - 121.73;

and the parties agree:

1. 121.73 is the figure shown in the Index for May 2016;
2. Reference to the "Index" shall be to the Land Registry House Price Index (All Property - LB Haringey specific) or any successor body to the Land Registry (or in the event such Index ceases to be published, a comparable index).
3. If the reference base used to compile the Index changes after the date of this Lease, the figure taken to be shown in the Index after the change is to be the figure that would have been shown in the Index if the reference base current at the date of this Lease had been retained.
4. If it becomes impossible to calculate the Premium by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason, or if any dispute or question arises between the parties as to the amount of the Premium or the construction or effect of this Schedule, then the Premium an index which is reasonably comparable to the Index (had such change not occurred), of any other disputed matter under this Schedule is to be referred to an Expert in accordance with Clause 16.

SCHEDULE 9 INSURANCE**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Lease "Insured Risks" means the risks and other contingencies against which the Premises or the Easement Land are required to be, or which may be, insured under this Lease, but subject to any exclusions, limitations and conditions in the policy of insurance and Insured Risks shall include (without limitation) fire, lightning, explosion, storm, tempest, flood, bursting and overflowing of water tanks, apparatus or pipes, earthquake, aircraft (but not hostile aircraft) and devices dropped from aircraft, riot and civil commotion, malicious damage, subsidence, heave, landslip, acts of terrorism and such other risks as the Landlord may consider it prudent to insure.
- 1.2 If a risk or contingency itemised, or otherwise included, as an Insured Risk, can no longer be insured (or in the Landlord's reasonable opinion can no longer be insured at a reasonable premium and/or on reasonable commercial conditions) in the London Insurance Market, the risk or contingency shall cease to be treated as an Insured Risk from the time that cover is withdrawn until cover again becomes available at a reasonable premium and on reasonable commercial conditions in the London Insurance Market.
- 1.3 In this Schedule 9:
- 1.3.1 references to the Premises and the Easement Land (as the case may be) include alterations, additions and improvements made to the same;
- 1.3.2 references to the Easement Land shall be extended to also include all:-
- (a) essential means of access to and egress from the Premises and/or the Easement Land in the ownership of the Landlord but excluding any highways; and
- (b) Tenant's Apparatus installed within the Easement Land.
- 1.3.3 references to the act or default of a the Tenant or the Landlord (as the case may be) includes the act or default of any person deriving title under or through the party or its or their respective employees, agents and visitors;
- 1.3.4 references to "vitiating" include any event occurring by the act or default of the Tenant or the Landlord (to be interpreted as in paragraph 1.3.3) as a result of which the insurance monies otherwise payable under the policy of insurance of the Landlord or the Tenant become wholly or partially irrecoverable, and "vitiating" and "vitiating" have corresponding meanings.

2. TENANT'S INSURANCE OBLIGATIONS

- 2.1 The Tenant shall take out and maintain third party and public liability insurance cover with a reputable insurance company to cover any liabilities which might attach to the Tenant, the School or the Landlord arising out of the Tenants' use of the Premises or exercise of any of the Easements.
- 2.2 The Tenant will keep the Premises and the Tenant's Underground Apparatus insured with an insurer of repute against the Insured Risks for the full cost of reinstatement, subject to such uninsured excess as the insurer may reasonably apply.
- 2.3 Following damage to or destruction of the Premises by an Insured Risk, the Tenant will diligently apply, or procure the application of, the proceeds of the insurance covering reinstatement and rebuilding costs for those purposes, and will make good any deficiency in the proceeds of the insurance out of its own resources.

- 2.4 The obligations of the Tenant in paragraph 2.3 do not apply:
- 2.4.1 if the Tenant is unable, after using its reasonable endeavours to do so, to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the Premises;
 - 2.4.2 if the Tenant's insurance is vitiated by the Landlord unless and until the Landlord has paid all sums due from it under paragraph 2.12;
- 2.5 The Tenant shall pay to the Landlord within twenty Working Days of written demand a due proportion of the insurance premiums incurred by the Landlord in complying with its obligation under paragraph 3.1.
- 2.6 Insurance premiums are to include all monies expended, or required to be expended by the Landlord in effecting and maintaining in respect of the Easement Land cover against:
- 2.6.1 Insured Risks;
 - 2.6.2 such professional fees as may be incurred in connection with rebuilding or reinstatement of the Easement Land;
 - 2.6.3 the costs of demolition, shoring up, and site clearance works;
 - 2.6.4 value added tax liability on such items,
- and are to include (without limitation) tax charged on the premiums for these insurances.
- 2.7 The Landlord's insurance cover may take into account cover for the effects of inflation and escalation of costs and fees.
- 2.8 The Tenant shall pay to the Landlord the due proportion of the professional fees for insurance valuations of the Easement Land carried out at reasonable intervals but not more frequently than once in every two years.
- 2.9 The due proportion of the insurance premiums for which the Tenant is liable in this paragraph is to be such proportion of the premiums incurred with respect to the Easement Land as may fairly be attributed to the exercise of the Easements by the Landlord acting reasonably and in case of dispute between the Tenant and the Landlord as determined by the Expert in accordance with Clause 16.
- 2.10 The Tenant will not do anything which may render void or voidable the insurance of the Landlord on the whole or a part of the Easement Land or which may cause insurance premiums to be increased.
- 2.11 The Tenant in exercising the Easements and during the Event Periods will comply with:
- 2.11.1 all proper requirements made in or under any policy of insurance relating to Easement Land by any insurer of which the Tenant has been provided with details; and
 - 2.11.2 all requirements made by any appropriate authority with regard to fire health safety or otherwise.
- 2.12 If the insurance of the Landlord is vitiated by the Tenant, the Tenant shall pay to the Landlord on demand a sum equal to the amount of the insurance monies which has in consequence become irrecoverable.
- 2.13 The Tenant is to notify the Landlord of the full reinstatement cost of any Tenant's Apparatus installed within the Easement Land.

3. LANDLORD'S OBLIGATION TO INSURE AND REINSTATE

- 3.1 The Landlord will keep the Easement Land (but not the Tenant's Underground Apparatus) insured with an insurer of repute against the Insured Risks for the full cost of reinstatement, subject to such uninsured excess as the insurer may reasonably apply.
- 3.2 Following damage to or destruction of the Easement Land by an Insured Risk, the Landlord will diligently apply, or procure the application of, the proceeds of the insurance covering reinstatement and rebuilding costs for those purposes, and will make good any deficiency in the proceeds of the insurance out of its own resources.
- 3.3 The obligations of the Landlord in paragraph 3.2 do not apply:
- 3.3.1 if the Landlord is unable, after using its reasonable endeavours to do so, to obtain any requisite planning permission or other consents for the reinstatement or rebuilding of the Easement Land;
 - 3.3.2 if the Landlord's insurance is vitiated by the Tenant unless and until the Tenant has paid all sums due from it under paragraph 2.12;
- 3.4 The Landlord (to the extent the Tenant has been provided with the terms of the Tenant's insurance policies under paragraphs 2.1 and 2.2) will not do anything which may render void or voidable the insurance of the Tenant in whole or in part or which may cause insurance premiums payable by the Tenant to be increased.
- 3.5 If all or any insurances of the Tenant are vitiated by the Landlord, the Landlord shall pay to the Tenant on demand a sum equal to the amount of the insurance monies which has in consequence become irrecoverable.
- 3.6 Where the Tenant (after having used reasonable endeavours) is not able to insure the Tenant's Underground Apparatus separately from the Easement Land, then at the request and cost of the Tenant the Landlord shall negotiate with its insurers to include the Tenant's Underground Apparatus within its policy of insurance. Such insurance would be for the reinstatement cost only, not for business interruption or other consequential losses and shall be upon such terms and at such cost as the Tenant may approve (but without any additional cost or liability to the Landlord). If the Landlord does include the Tenant's Underground Apparatus within its policy of insurance, the foregoing provisions of this paragraph 3 shall apply to the Easement Land and the Tenant's Underground Apparatus.

4. DAMAGE OR DESTRUCTION TO THE EASEMENT LAND PRIOR TO GRANT OF THE NEW LEASE/TEMPORARY LEASE

- 4.1 Notwithstanding the provisions of paragraph 3.2, if the Easement Land is damaged or destroyed by an Insured Risk prior to the grant of the Temporary Lease or the New Lease the Landlord will pay (or direct its insurers to do so) insurance monies to the Tenant (together with any shortfalls made out of the Landlord's resources) and the Tenant covenants to use the monies to diligently reinstate and rebuild the Easement Land subject to the same exclusions (as if they applied to the Tenant) detailed in paragraph 3.3.

APPENDIX 1
WORKS SCHEDULE

PLAN 1

PLAN 2

PLAN 3

PLAN 4

SIGNED by [a duly authorised officer/
representative] for and on behalf of)
THE GOVERNING BODY OF THE)
NORTHUMBERLAND PARK COMMUNITY)
SCHOOL)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

Occupation:

EXECUTED as a Deed (but not delivered)
until dated) by **TOTTENHAM HOTSPUR**)
FOOTBALL & ATHLETIC CO. LIMITED)
acting by **MATTHEW COLLECOTT**, a director,)
in the presence of:-)

Director

Signature of witness:

Name of witness:

Address:

Occupation:

SIGNED by [a duly authorised officer/
representative] for and on behalf of)
MAYOR AND BURGESSES OF THE LONDON)
BOROUGH OF HARINGEY)
in the presence of:-)

Signature of Witness:

Name of Witness:

Address:

Occupation:

APPENDIX 1
WORKS SCHEDULE

BPE Cost Implement a new OB - Assumption of 2,800m²

	Time	Cost	Parallel to existing OB	Carried Out Pre-Surfacing	Carried Out Post-Surfacing	Notes
PRELIMS - "LANDSCAPING" (Landlord)	2 months (before construction starts)		✓	n/a	n/a	Plans, planning permission, trial holes and duct route planning, design cons, project Management (through-out project)
PRELIMS - "CABLING WORKS" (Tenant)	2 months (before construction starts)		✓	n/a	n/a	Plans, trial holes and duct route planning, design cons, project Management (through-out project)

"LANDSCAPING - Landlord"

	Time	Cost	Parallel to existing OB	Carried Out Pre-Surfacing	Carried Out Post-Surfacing	Notes
Ground Prep, levelling, sub base	6 months	168,000	✓	✓		Depends on what services/existing building etc.. need to be removed. Cost / time quoted assumes open space already. Assume £60 per m2.
OB drainage and edging		35,000	✓	✓		Based on costs/rates for Northumberland Park
Tarmac - Base course, binder course, surface course (heavy duty)		182,000	✓	n/a	n/a	Heavy Duty tarmac required to stop OB vehicles churning up tarmac. £65 per m ²
2m high Fencing		43,750	✓		✓	£175 per m (at 2.4 high). Assumed 250m fencing
Gates		5,000	✓		✓	Assume 2
Lights to achieve 100 EV (Lux) (including power and ducts)		13,200	✓	Install bases	Install post/lights	Depends how many you need. £2200 per light. Assume 6 lights and "easy" route for power and ducts
Ramp - wide enough for OB truck to traverse and with gradient sufficient to ensure OB trucks are not grounded		7,000	✓	✓		If required
Creation of entrances (cross-overs) - wide enough for OB trucks to enter from high-way		12,000	✓	✓		If required. Existing services in pavement may need to be lowered to ensure heavy vehicles do not disturb when using cross-over.
Line painting (for multi-purpose)		2,000	✓		✓	Painting of courts, football pitch lines
Provision of Drinking water		2,000	✓	✓		Assume from stadium
Toilets		0	✓	power	✓	Assumption Premier League new regulations allow temporary Toilets installed for each event. May need to install some power
Concrete plynths for OB cabinets		6,000	✓	n/a	n/a	Main OB cabinet has concrete trench underneath to manage cables so significant cost
Duct work for permanent cables and enable 3rd party comms connections (OB to stadium, OB to pavement)		165,000	✓	✓		Depends on length of ducts required and how many "pits" needed (quote from last OB move). Assumes new ducts required. Work needs to be scheduled around events. Curr. 20 x 150mm ducts for OB to stadium. 4 x 150 ducts for Uplink to OB. 6 x 90mm ducts from OB to pavement.
Ducts for temporary cables from OB to stadium and OB to Uplink Area		150,000	✓	✓		Depends on length of duct run. Current OB uses "poles" to fly cables and hooks on side of WHL, not possible in new stadium so liftable duct route required instead. Ducts need to be capable of taking lorry weight. Assumed 100m of ducts

"CABLING WORKS" - Tenant

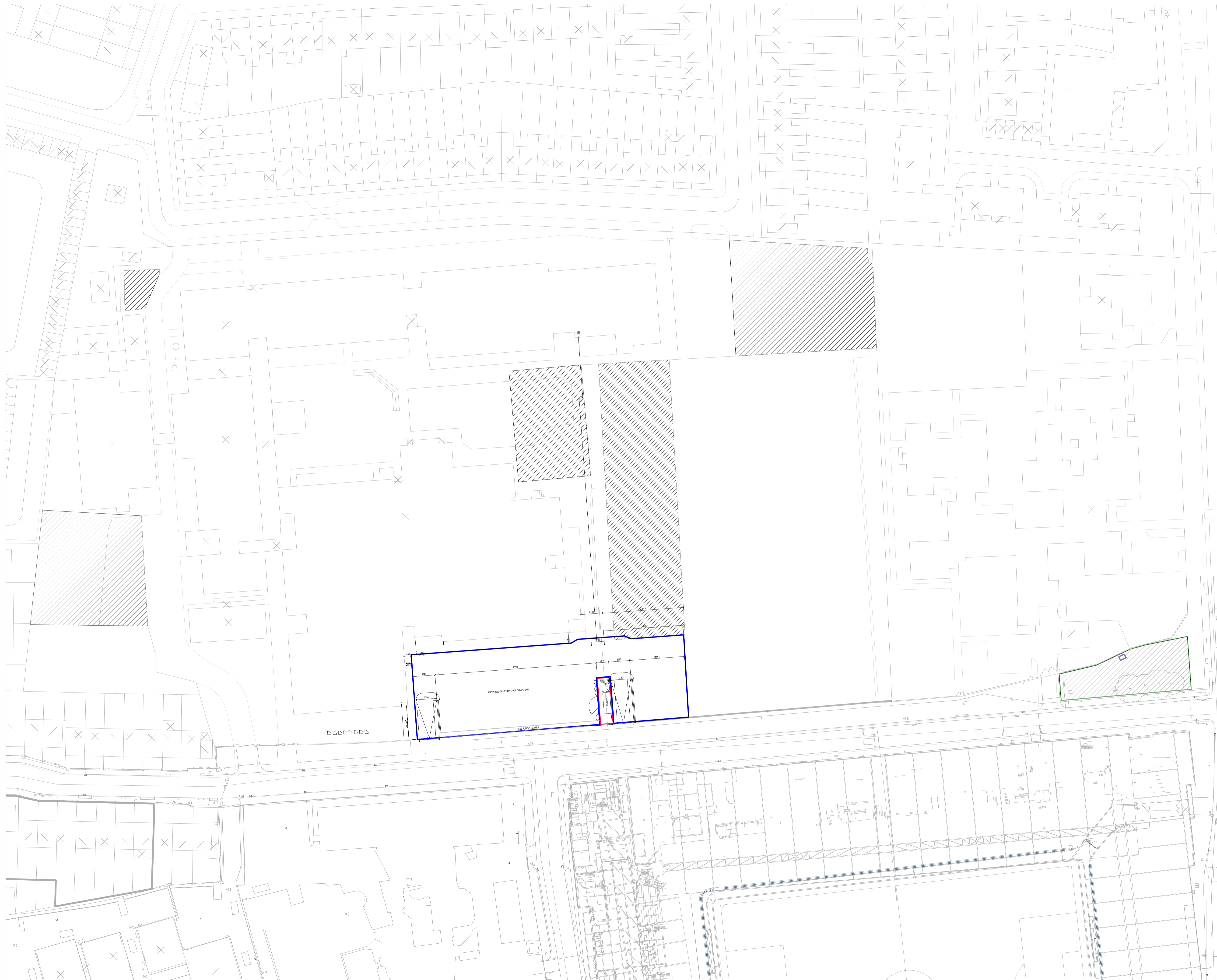
OB Cabinets		20,000	✓	n/a	n/a	Assumes new cabinets purchased / available from 3rd parties. (OB Cab, BT x2, ADI, SIS)
Power from Stadium to OB and from Stadium to Uplink Area		10,000	✓	n/a	n/a	Depends on how far OB is away from Stadium
Cables from new OB and Uplink cabinets to "joining" location in Stadium		400,000	✓	n/a	n/a	Depends how far new OB location is away from Stadium "joining" location. Quote from last OB move (80m from OB to "joining location")
New external comms connections to OB - BT, Virginmedia and SIS fibre connections		65,000	✓	n/a	n/a	Depends on amount of civils work each supplier has to do in the pavement adjacent to the new OB location and cost to provision fibre. Costs based on Northumberland Park project.
Installation of IT services (Wi-Fi, Hard-wired) and analogue connections from the stadium		20,000	✓		✓	Depends on location of OB



CHANGE - OVER

Joining of cables, end to-end testing and certification	4 weeks (after construction of OB complete)	incl. in construct cost	X	n/a	n/a	Has to be done in an "off season" (when no events/need for Broadcast cable)
Switch-over of external comms connections - BT, Virginmedia, Vodafone	4 weeks (after construction of OB complete)	incl. in construct cost	X	n/a	n/a	Has to be done in an "off season" (when no events/need for external links)
Switch-over of IT services	3 weeks (after construction of OB complete)	incl. in construct cost	X	n/a	n/a	Has to be done in an "off season" (when no events/need for external links)

£1,305,950

PLAN 1



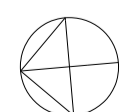
-  TEMPORARY OB COMPOUND MATCHDAY
-  TEMPORARY MATCHDAY CAR PARKING

PREVIOUSLY ISSUE AS DRAWING No.
POP-4494-0907-01

PROJECT NAME
**NORTHUMBERLAND
DEVELOPMENT PROJECT**

DRAWING TITLE
**OUTSIDE BROADCAST & PARKING
NORTHUMBERLAND PARK COMMUNITY
SCHOOL**

STATUS	SCALE	SIZE
SKETCH	1:250	A1

DRAWN	CHECKED	APPROVED	
TM	TJ	TJ	

THFC-POP-XX-XX -SK- XXX-9511 - 00

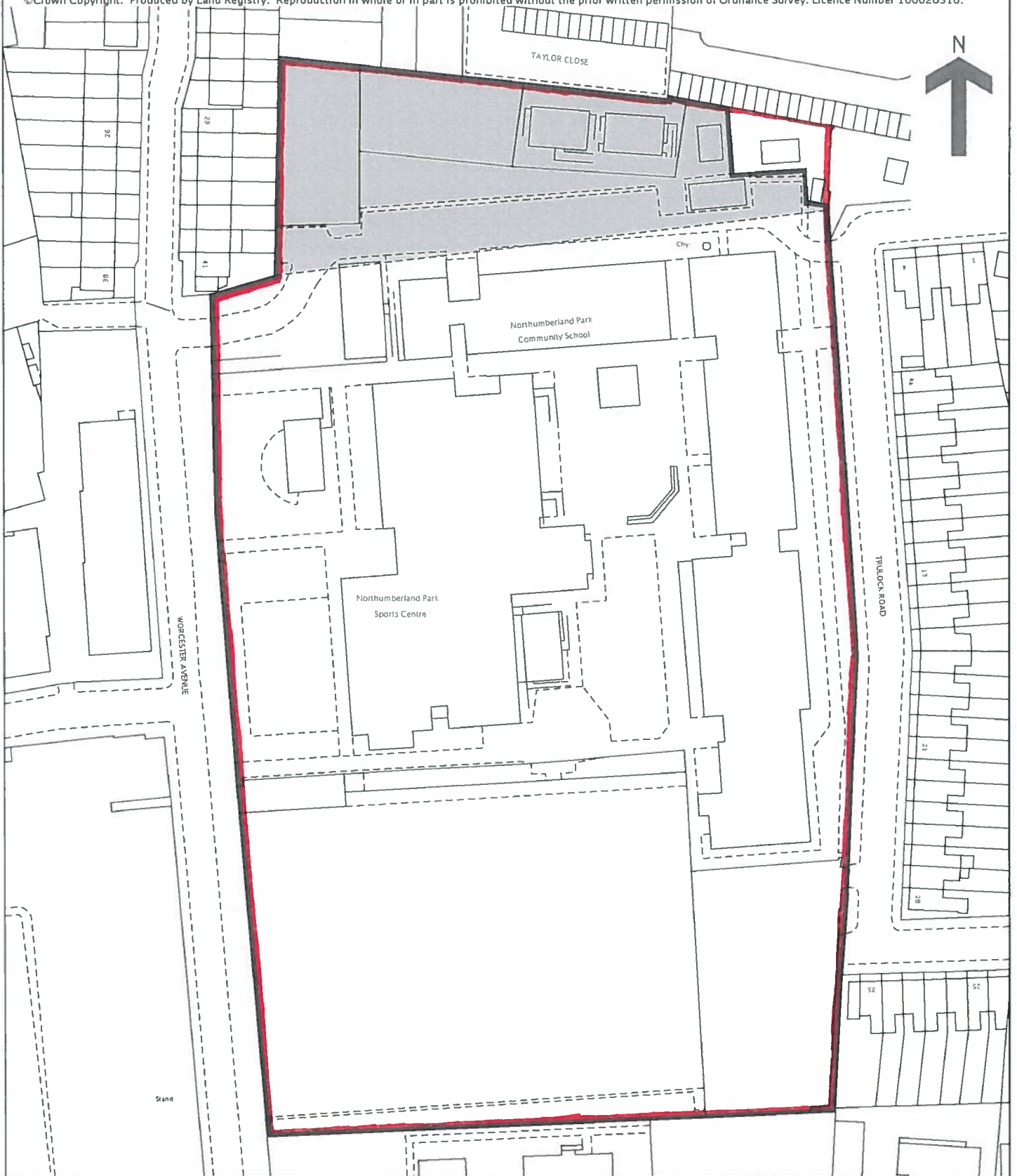
PLAN 2

Land Registry
Official copy of
title plan

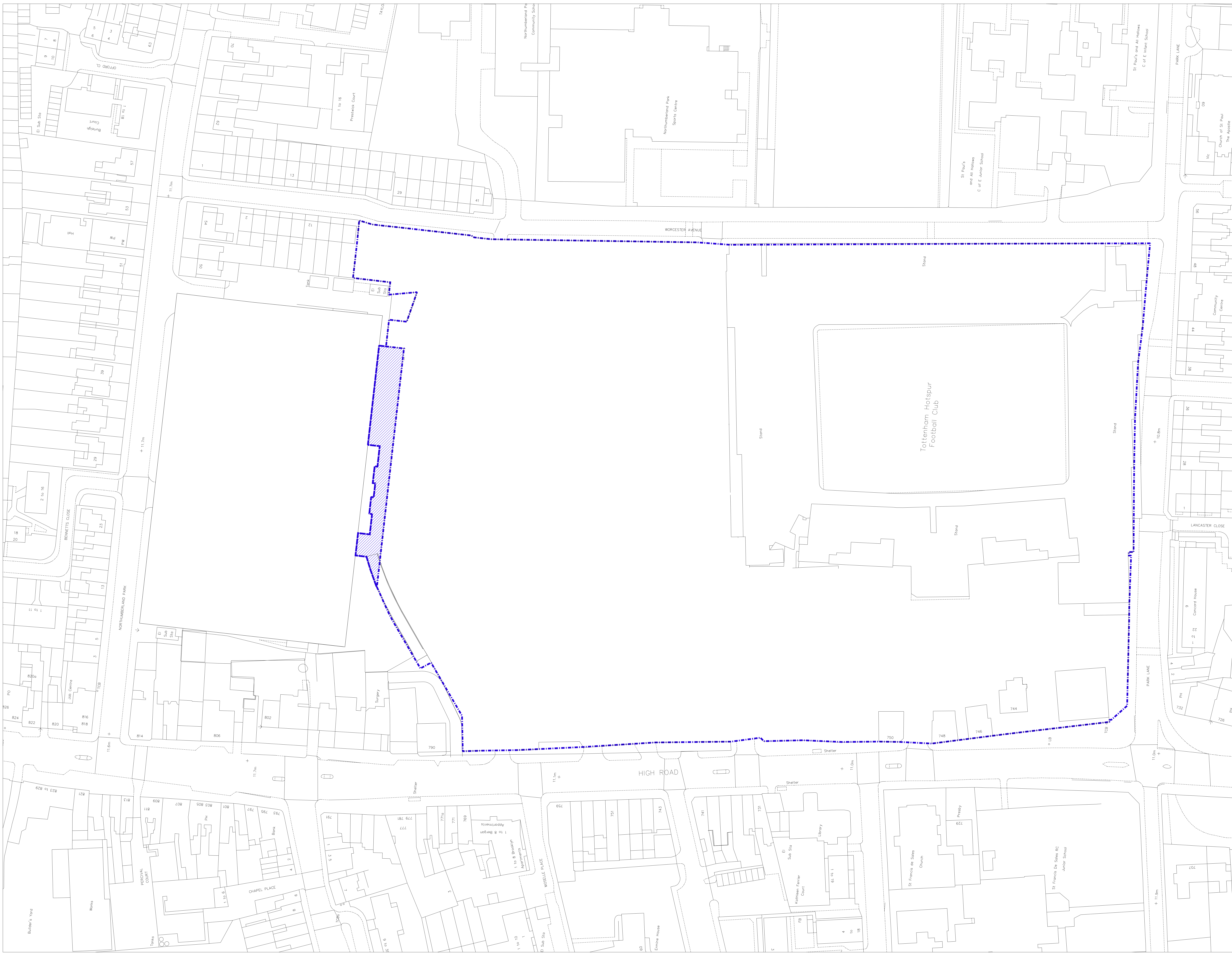
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Ordnance Survey map reference **TQ3491SW**
Scale **1:1250**
Administrative area **Haringey**



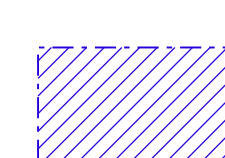
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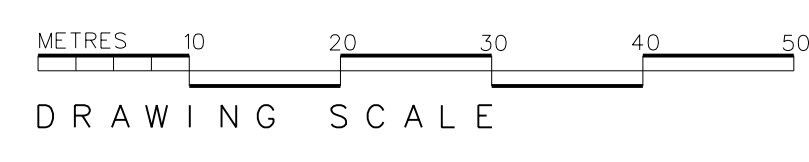


PLAN 3



REV	DATE	AMENDMENTS
00	17/11/2015	INFORMATION
01	02/12/2015	AMENDED FROM COMMENTS

 Area shown hatched only includes first floor and airspace above



DRAWING SCALE
ARCHITECT
POPULOUS

14 BLADES COURT | DODDAR ROAD | LONDON | SW15 2NU | UNITED KINGDOM
TELEPHONE +44 (0)20 8274 7466 FACSIMILE +44 (0)20 8274 7470
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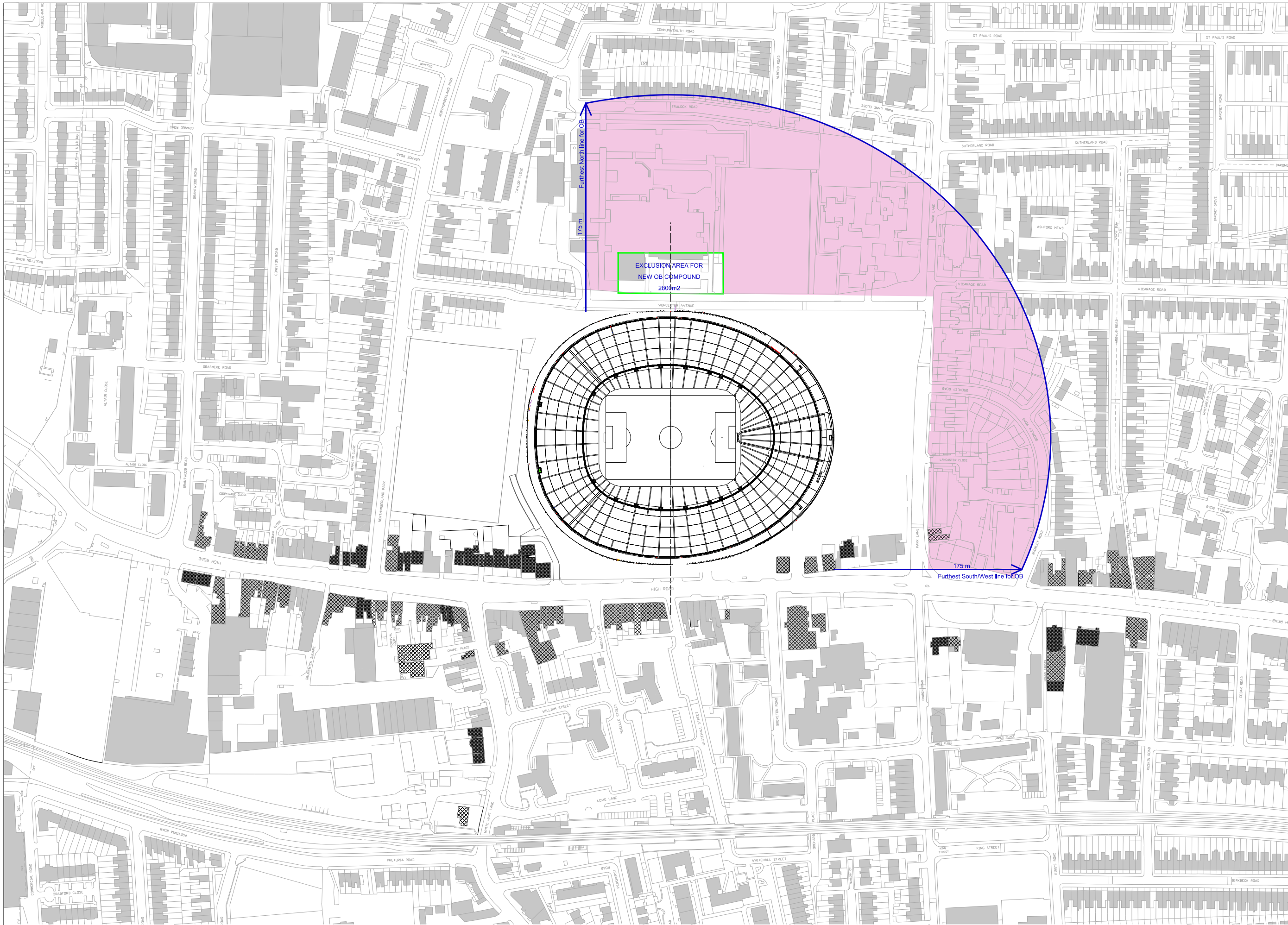
PROJECT NAME
**NORTHUMBERLAND PARK
MASTERPLAN**

PROJECT NUMBER
13.4494.20

DRAWING TITLE
LAND REGISTRY SITE PLAN

STATUS	SCALE	SIZE
INFORMATION	1:500	A0
DRAWN	CHECKED	APPROVED
TM	TJ	TJ
AGENT	PROJECT	DRAWING
POP - PL	SRY	0965 01

PLAN 4



REV	DATE	AMENDMENTS
00	09/09/2018	INFORMATION
01	20/10/2018	INFORMATION

LAND OWNED BY LONDON BOROUGH OF HARRINGEY

Previously issued as Drawing No. POP-SK-9286 Rev 0

ARCHITECT
POPULOUS
 14 BLADES COURT | DROGDAR ROAD | LONDON | SW15 2NU | UNITED KINGDOM
 TELEPHONE +44 (0)20 8264 7888 FACSIMILE +44 (0)20 8264 7470
 ALL PROVISIONS & CONDITIONS APPLY TO THE EXTENT PERMITTED BY LAW

PROJECT NAME
NORTHUMBERLAND PARK MASTERPLAN

PROJECT NUMBER
 13.4494.20

DRAWING TITLE
AGREED RELOCATION AREA PLAN

STATUS	SCALE	SHEET
INFORMATION	1:1000	A0
DRAWN	CHECKED	APPROVED
TM	TJ	TJ
PROJECT	AGENT	ZONE
THFC-POP-XX-XX-SK-XXX-	9512	01

SIGNED by [a duly authorised officer/
representative] for and on behalf of)
)
THE GOVERNING BODY OF THE)
NORTHUMBERLAND PARK COMMUNITY)
SCHOOL)

in the presence of:-

Signature of Witness:

Name of Witness:

Address:

Occupation:

EXECUTED as a Deed (but not delivered)
until dated) by **TOTTENHAM HOTSPUR**)
FOOTBALL & ATHLETIC CO. LIMITED)
acting by **MATTHEW COLLECOTT**, a director,)
in the presence of:-

Director

Signature of witness:

Name of witness:

Address:

Occupation:

SIGNED by [a duly authorised officer/
representative] for and on behalf of)
MAYOR AND BURGESSES OF THE LONDON)
BOROUGH OF HARINGEY)
in the presence of:-)

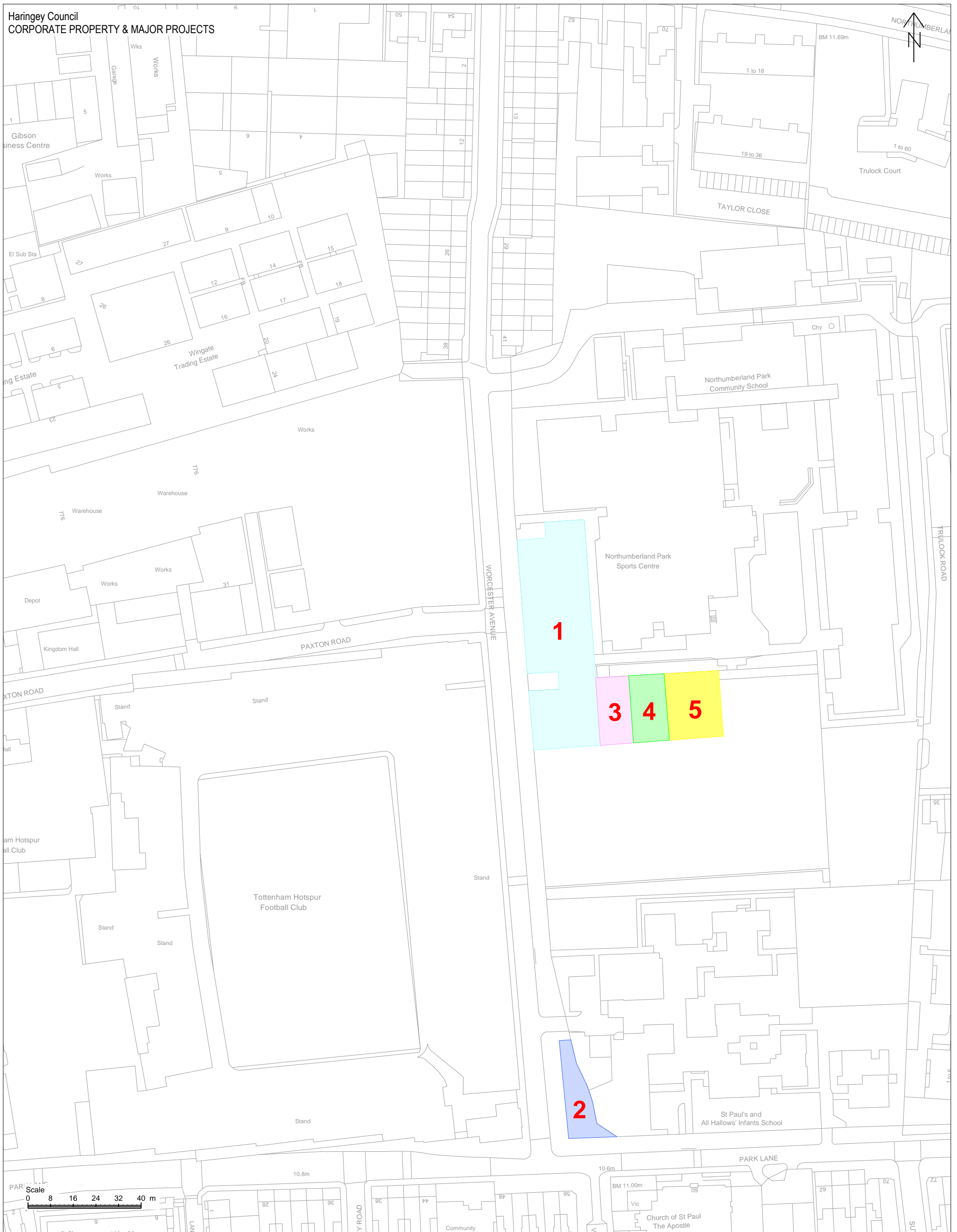
Signature of Witness:

Name of Witness:

Address:

Occupation:

Haringey Council
CORPORATE PROPERTY & MAJOR PROJECTS



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TOTTENHAM HOTSPUR OUTSIDE BROADCAST & SATELLITE
UPLINK compounds AT
Northumberland Park Community School
Trulock Road
Tottenham
LONDON
N17

1. Existing compound 1795m2
2. OB up link 293m2
3. Additional requirement Europa League 280m2
4. Additional requirement Champions League 300m2
5. Future proof area 450m2

Deed Document No. : 1060, 140f1
Title No. Freehold NGL67381
CPM No. 1092
Plan produced by Janice Dabinett on
08/03/2016

Overlay : Env - Highways

Scale 1:1250

BVES Drawing No. BVES A3 0231e

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Tottenham Hotspur Football Club - New Stadium

Outside Broadcast Compound due diligence exercise for the London Borough of Haringey

Index

1. Executive summary	Page 2
2. Purpose of this report	Page 3
3. Authors	Page 4
4. Relevant Outside Broadcast Area Briefing Requirements	Page 4
4a Main Broadcast Compound Area	Page 4
4b Satellite Uplink Trucks	Page 5
4c Required availability of the Broadcast Compound for each competition	Page 5
5. Compound location options	Page 6
East Side options	
5a Option A	Page 7
5b Option B	Page 10
5c Option C	Page 12
West Side options	
5d Option D	Page 15
5e Option E	Page 18
6. Conclusion	Page 19
7. Recommendations	Page 20

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1. Executive summary

Wilson Owens Owens (WOO) have been commissioned by the London Borough Haringey (LBH) to provide a high level review of the proposed locations and advise on other possible locations, for the Outside Broadcast Compound for the new Tottenham Hotspur Football Club (THFC) stadium.

WOO visited the proposed sites at Northumberland Park and St Paul's and All Hallows schools, and two alternative sites, St Francis de Sales school and Tottenham Community Sports Centre. These sites were only viewed from the outside. For the purposes of this report it was not felt access on to these sites was necessary.

Importantly, we were advised that the stadium's main broadcast positions are intended to be on the west side of the stadium, which is what we would expect for a new stadium. Therefore, if there was a suitable space on the west side, then the compound would also ideally be located there in order to keep the cable runs and broadcast staff movements to a minimum. However, we have concluded that no such site is available on the west side.

Please note that if the main broadcast position was to be located on the east side of the stadium then we would equally encourage the outside broadcast compound to be located on that side of the stadium, to keep the cable runs and staff travel distance as short as possible. However, if the main broadcast positions are to be located on the west, it does not necessarily prohibit the compound being on the east of the stadium, or vice versa, if the conditions were deemed acceptable by the relevant broadcaster (which we understand is the case for this new stadium).

There is adequate space on the west side of the stadium, in the St Francis de Sales School playground and car park. However, that would mean cabling across the High Road, which whilst not impossible, would likely add an unnecessary level of approvals and installation complications. It was also felt that it was likely to create further complications in trying to link the school playground with the Tottenham Community Sports Centre across land owned by others.

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However, perhaps more significantly it means depriving the school of its playground and parking spaces for a number of days for each match or event. Importantly, it is understood that the school does not have any other space for a playground or parking, so preventing this being a viable option.

We understand that there are development plans for the land north of St Francis de Sales School and understand that even if space could be found, the timing of this development would be too late for the operational use of the broadcast compound. So, this option was not considered further.

Therefore, we concluded that the proposed locations on the east side of the stadium would be the best options to progress. This includes the areas of Northumberland Park School, which is currently used as the outside broadcast compound, and land occupied by St Paul's and All Hallows School, subject to agreed reconfiguration.

2. Purpose of this report

This is a high-level and independent review of the locations proposed for the television outside broadcast compound for the new stadium for Tottenham Hotspur Football Club, for the London Borough of Haringey.

It is not written to replace any other existing reports or necessarily add further detail to the wider project.

It is to consider the currently proposed locations and if possible suggest any other locations that could then be considered for further detailed study, though those would be separate to this report.

Please note that this report is not informed by any direct dialogue with the relevant media companies or the NFL about their requirements. The report focuses on proximity, location and deliverability of outside broadcast facilities based on the broadcasters' technical requirements provided by THFC.

Please note that WOO is not party to the detailed design or drawings of the stadium. Also, WOO is not party to any detailed discussions or negotiations

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regarding land use that may be underway or the designs that may accompany those discussions.

3. Authors

Wilson Owens Owens is an architectural practice set up by Kevin Owens and Derek Wilson following their role as lead architects of LOCOG for the London 2012 Olympic and Paralympic Games.

The company's experience of sporting projects includes numerous stadia and major events over the last 25 years. The most recent experience relevant to this project includes, but not limited to,

- i. the overlays including broadcast compounds, for all 13 competition venues of the 2015 Rugby World Cup in England,
- ii. AFC Wimbledon's new stadium,
- iii. all London 2012's competition venues,
- iv. Baku's successful Euros 2020 stadium bid,
- v. New Perth Stadium, Western Australia,
- vi. Boston's and now Rome's 2024 Olympic Bids.

Wilson Owens Owens has not had any detailed previous involvement in the new stadium and its knowledge of the project is therefore limited to the information it has been provided and its own observations.

4. Relevant Outside Broadcast Area Briefing Requirements

This section has been included for ease of reference and is drawn from information provided by the LBH.

4a. Main Broadcast Compound Areas

Premier League – 1500m²

FA Cup – 1500m²

UEFA Champions League

- i. Play offs and Group stages – 1,000m²
- ii. Round of 16 and quarter finals – 2,300m²
- iii. Semi Finals – minimum of 2,800m². 500m² of which can be separate.

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UEFA Europa League

- i. Play off and Group Stage – 1,000m²
- ii. Knock out stages – 2,000m² minimum

The maximum horizontal straight-line distance from the grandstand housing the main broadcast positions is understood to be 300m but subject to confirmation. This is a 'rule of thumb' distance, which does not necessarily take into account the cable routes inside the stadium.

NFL and other 'major events' (e.g. concerts): In absence of specific technical information, these are assumed to be the same as for a Champions League semi final

4b. Satellite Uplink Trucks

Premier league – space (120m² for up to 6 satellite trucks)

UEFA Champions League – must be within 50m of the main broadcast compound:

- i. Group stages - 6 satellite trucks require at least 120m²
- ii. Knock out stages – at least 10 satellite trucks require at least 200m²

The uplink location must have a clear view of the southern sky.

4c. Required availability of the Broadcast Compound for each competition

Premier League (Premier League)

From 9.00am, one day before the match until 12.00pm, the day after the match

Football Association (FA Cup) and Football League (League Cup)

From 9.00am, one day before the match until 12.00pm, the day after the match

UEFA (Champions League)

From 9.00am, two days before the match until 12.00pm, the day after the match

UEFA (Europa League)

From 9.00am, two days before the match until 12.00pm, the day after the match

5. Compound Location options

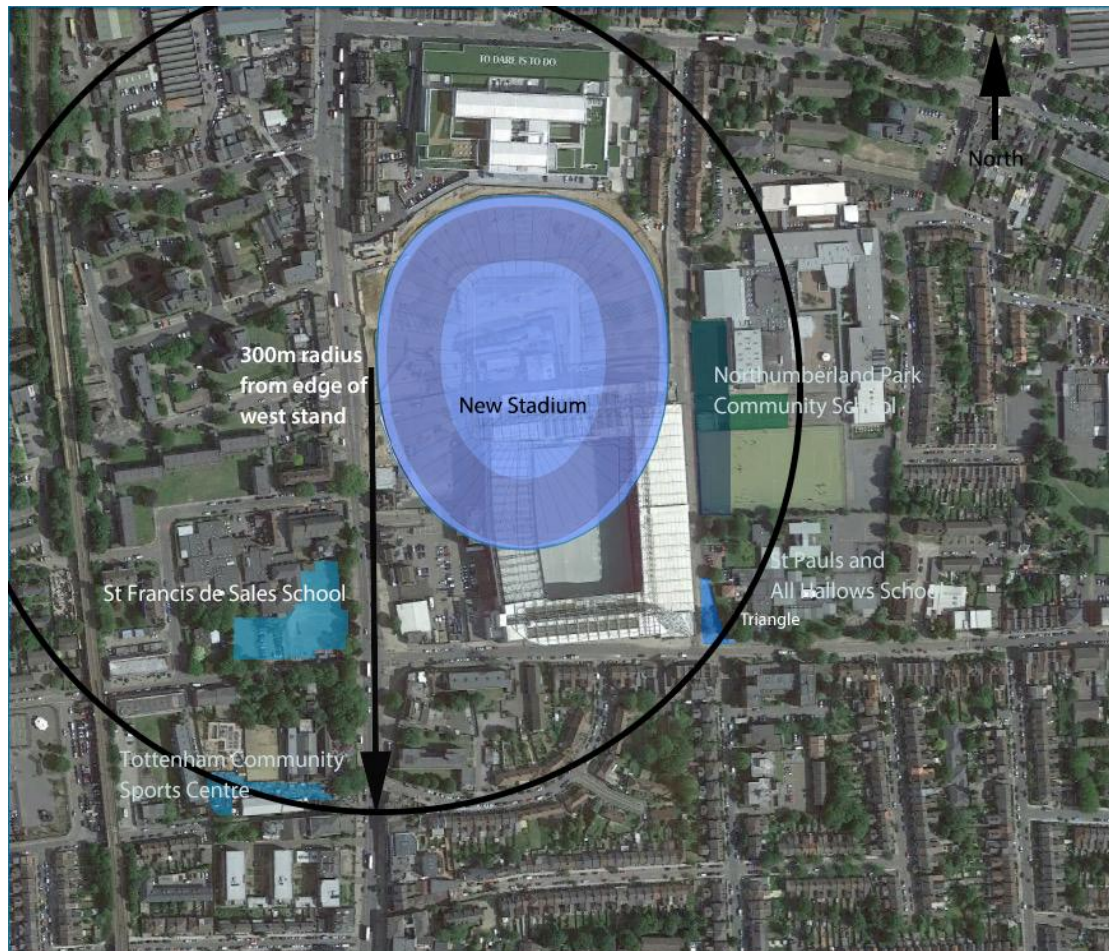


Image 1. All Broadcast Compound Location Options

East Side options

1. Northumberland Park Community School
Option A – Existing (Green – see Image 1 above)
Option B - Reconfiguration of the school's outside sports spaces, if the school site was to be redeveloped. (Blue)
2. Northumberland Park Community School and St Paul's & All Hallows CofE School (Green and Blue).

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West Side Options

3. Tottenham Community Sport Centre and St Francis de Sales Catholic School (Ice blue).
4. St Francis de Sales Catholic School (Ice blue).

NB. The site of the possible development north of St Francis de Sales School has not been considered, as we understand the timing would not align with the operational timing requirements of the stadium's broadcast compound, even if there was land available.

East Side Options

5a. Option A – Northumberland Park Community School – Existing



Image 2 - Worcester Avenue (looking south)

This is the current compound and is located on the east side of the stadium (left side of the Image 2 above). It is at a level that is about 0.5m to 1m below that of Worcester Avenue. It is accessed via two ramps from Worcester Avenue.

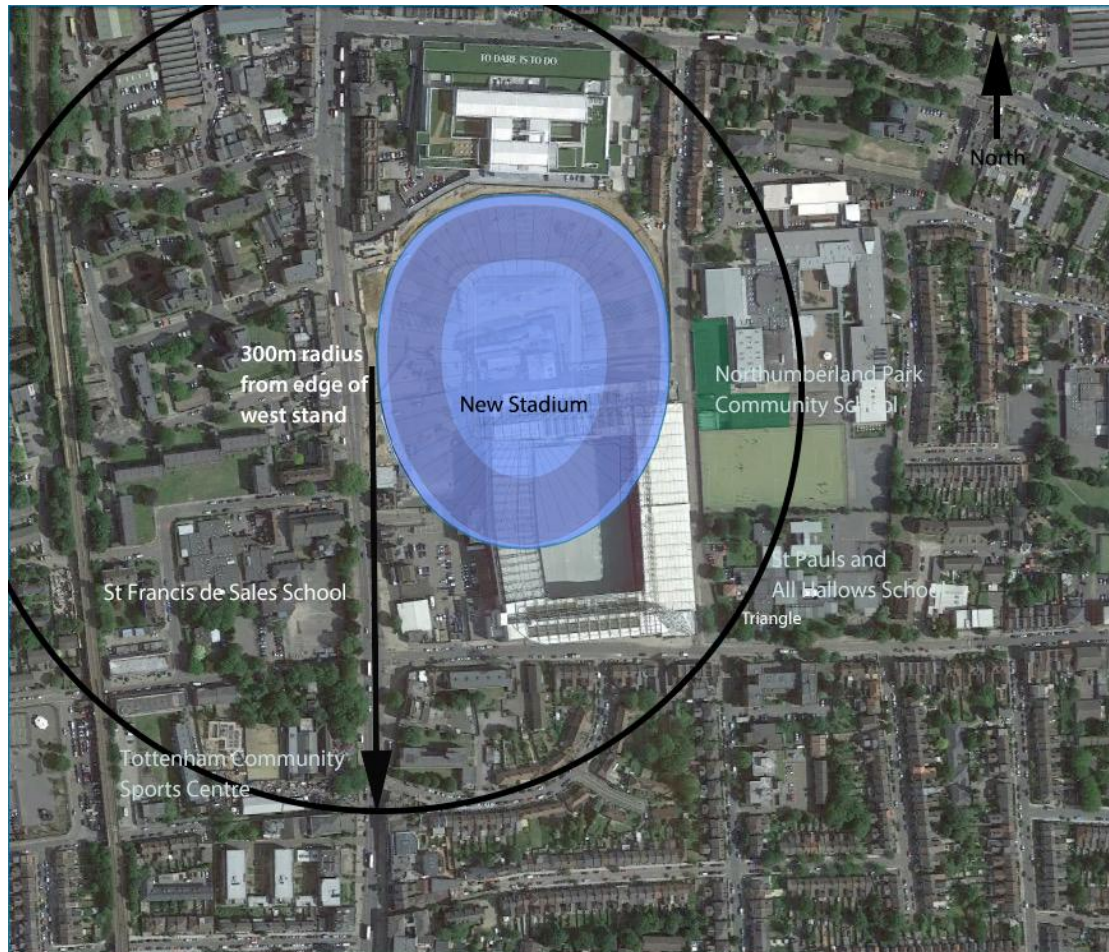


Image 3 - Northumberland Park Community School

The existing arrangement (as shown in document 'Appendix ii. Match day Parking') is understood to have a combined useable area of $1300\text{m}^2 + 380\text{m}^2 = 1680\text{m}^2$ plus a ramp area of 160m^2 . However, it is understood that expansion space is available, making the area suitable for Europa and Champions League matches.

Distances

The horizontal straight-line distance from the middle of the West Stand elevation to the nearest point of the school playground is about 225m and about 260m to the furthest point.

This space would be adequate for:

- i. *the Premier League,*
- ii. *Champions League Play-offs and Group Stages.*

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And with the expanded space for:

- iii. Europa League Play-offs and Group Stages.*
- iv. Champions League Quarter Finals*
- v. NFL requirements – we have no further information at this stage. However, it is understood that the area required will be similar to that used at Wembley Stadium for NFL games and is about 1800sqm, so this space would be adequate in its expanded arrangement. (TBC)

Assessment

This option is the current outside broadcast compound location and is therefore a proven location. It is assumed that the new stadium design and masterplan has taken this into account in its design development. Whilst the preferred location for broadcasters may indeed be the west side of a stadium, we believe that the east side of this stadium will prove acceptable. We assume conversations have take place with the broadcasters to confirm that.

5b Option B - Northumberland Park Community School reconfigured

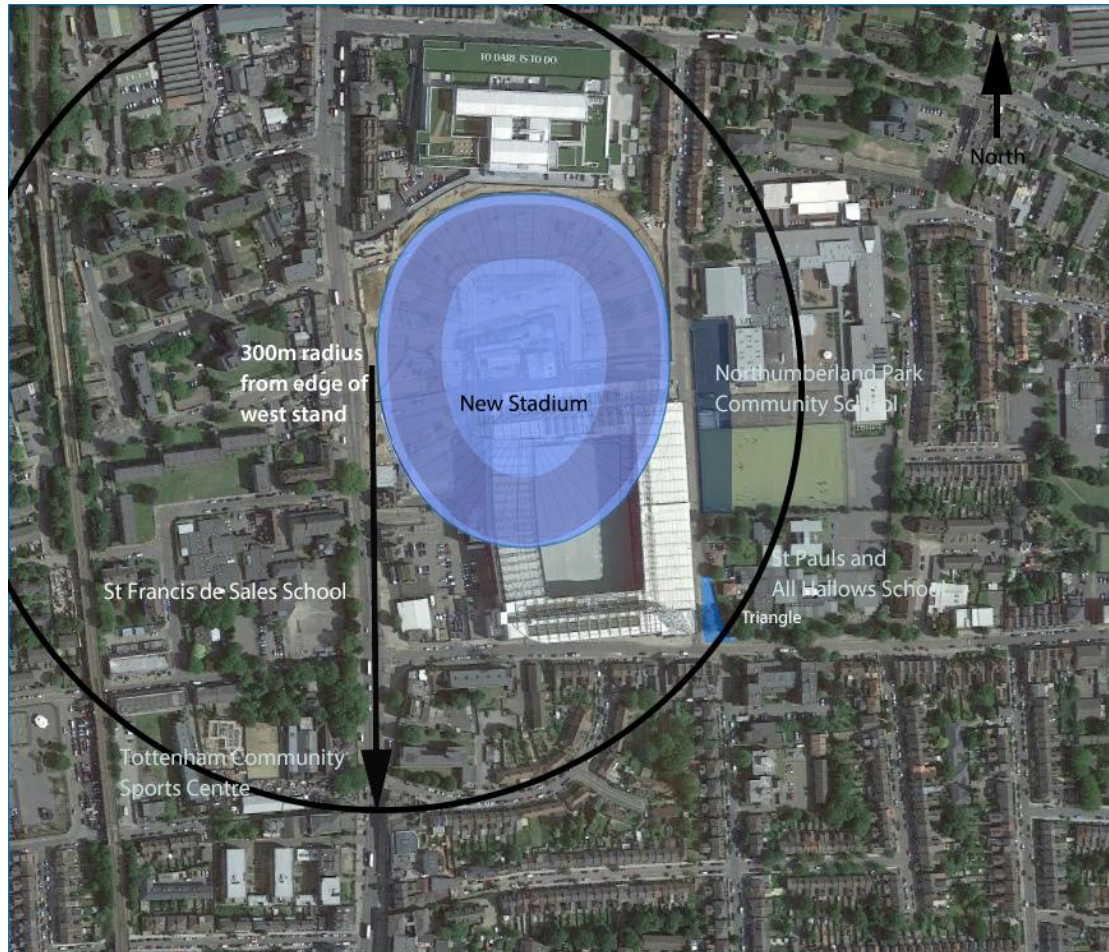


Image 4 Option B - Northumberland Park Community School – reconfiguration of sports facilities

This option (see Image 4) would be a combination of Option A above, and space created by reconfiguring the sports facilities for the school in particular the artificial football pitch.

This would create a flat open area parallel to Worcester Avenue. However, unless the area is filled and levelled it will require ramped access, as it is current estimated to be between 0.5m and 1m below Worcester Avenue. It could be linked to the 'Triangle' site at the junction of Worcester Avenue and Park Lane, which we understand would give clear views of the southern skies.

It would create an open flat area of approximately 3000m² which should provide sufficient space for all outside broadcast requirements.

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Distances

The straight-line distance from the middle of the West Stand elevation to the nearest point of the school playground is about 225m and about 280m to the furthest point.

These spaces combined and reconfigured would be adequate for:

- i. the Premier League,*
- ii. Europa League Play-offs and Group Stages.*
- iii. Champions League Play-offs and Group Stages, and notably, Semi-Finals.*
- iv. NFL requirements – we have no further information at this stage. However, it is understood that the area required will be similar to that used at Wembley Stadium for NFL games is about 1800sqm, so this space would be adequate in its expanded arrangement. (TBC).

Assessment

The east side location options should work well for a number of reasons not least because this is the current outside broadcast compound site, so there will be a clear understanding of how it works now, and in theory how it would work in the future. The different options can each provide sufficient space for all anticipate broadcast requirements and there is the potential to provide one space for all OB requirements.

If the main broadcast facilities are to be located in the East Stand then the proximity of the compounds would be very good. However, if the broadcast facilities were are located in the East stand, whilst we recommend taking the advice of a broadcast expert but we believe that proximity should still make these locations viable.

NB. We understand dynamic crowd modelling has been produced to ensure the road is of adequate widths to deal at least exiting crowds. The estimated width of Worcester Avenue is 15m.

5c. Northumberland Park Community School and St Paul's & All Hallows C of E School

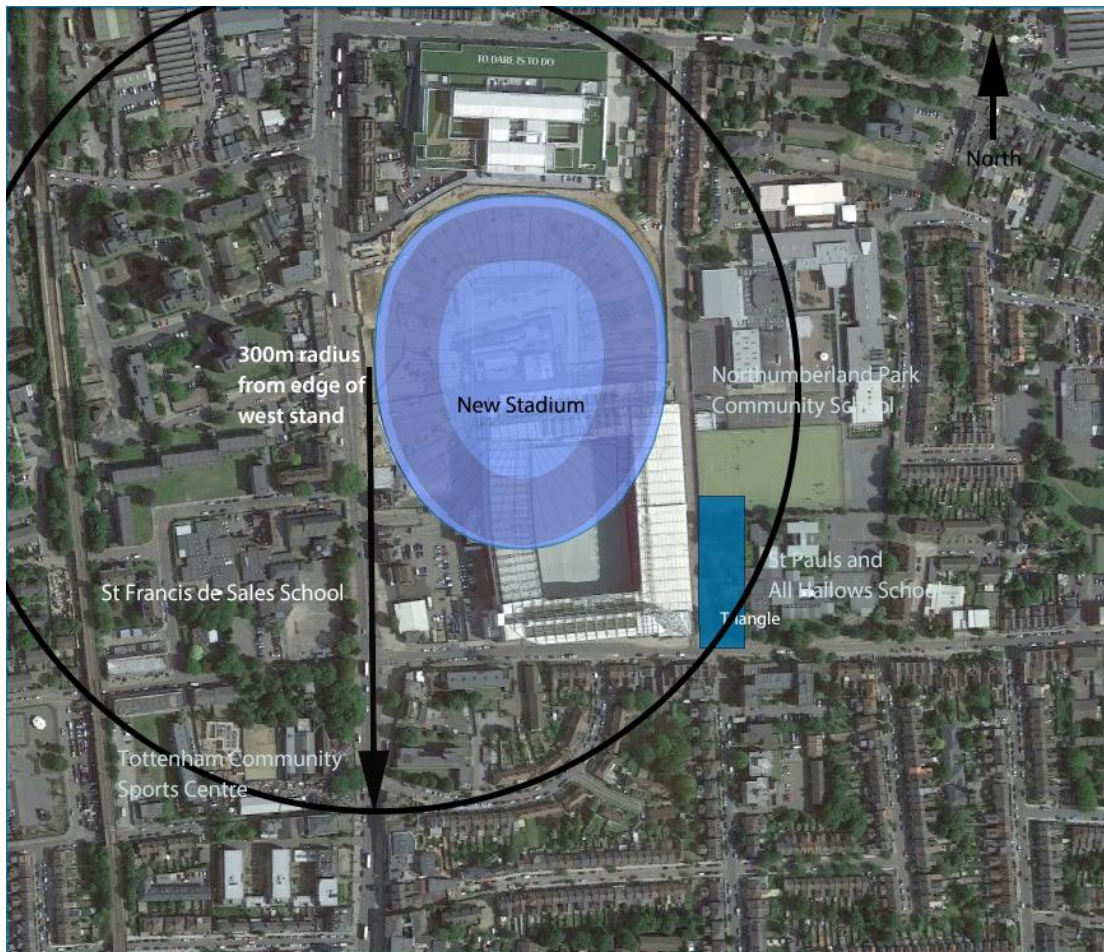


Image 5 Northumberland Park Community School and St Paul's & All Hallows CofE School



Image 6 'Triangle' at the junction of Worcester Avenue and Park Lane

This option would make use of the space described in **Option B** – above.

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Included in this option is the possible use of the 'Triangle' of land (see Image 5 and 6 above) at the junction of Worcester Avenue and Park Lane, which provides an area of about 400m² but with trees and bollards it is understood that the usable area would actually be about 275m².

North of this 'Triangle' is a small car park measuring approximately 300m². Together these three locations provide just over (1680m² + 275m² + 300m²) 2255m².

Immediately north of the car park is an enclosed green space that could provide up to 500m², which would provide this option with the required area for a Champions League semi-final. However, this area looks to have quite mature trees and a garden, and we believe has buildings on it. However, if this land was made available perhaps through reconfiguration of the St Pauls and All Hallows School, then the space should be adequate for all compound requirements. We also understand that this location would be immediately opposite the broadcasters entrance to the stadium which would be an advantage.

Distances

The straight-line distance from the middle of the West Stand elevation to the nearest point of the school playground is about 225m and about 320m to the furthest point of the 'Triangle'.

Also, the distance from the southern edge of the Northumberland Park Community School playground to the northern edge of the car park is about 60m, which is consistent with the current uplink and main broadcast compound space requirements.

The 'Triangle' we understand will provide space with clear views of the southern skies.

Assessment

This combination of these 3 or 4 of areas around St Pauls and All Hallows School provides over the 2,800m² required to service all football broadcast needs and probably the NFL requirements.

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However, it would come at the expense of losing trees and possibly buildings. Further planning approvals would most likely be required, if this option was chosen.

Also, the furthest point of the 'triangle' is over 300m from the west side of the stadium, which maybe acceptable but needs a broadcast technical expert to confirm. However, if the main cameras are on the east side of the stadium then proximity to the compound should be comfortably acceptable.

The main stadium broadcast service access is understood to be opposite this site, which supports this location as a good option.

We believe this to be a viable option.

West Side Options

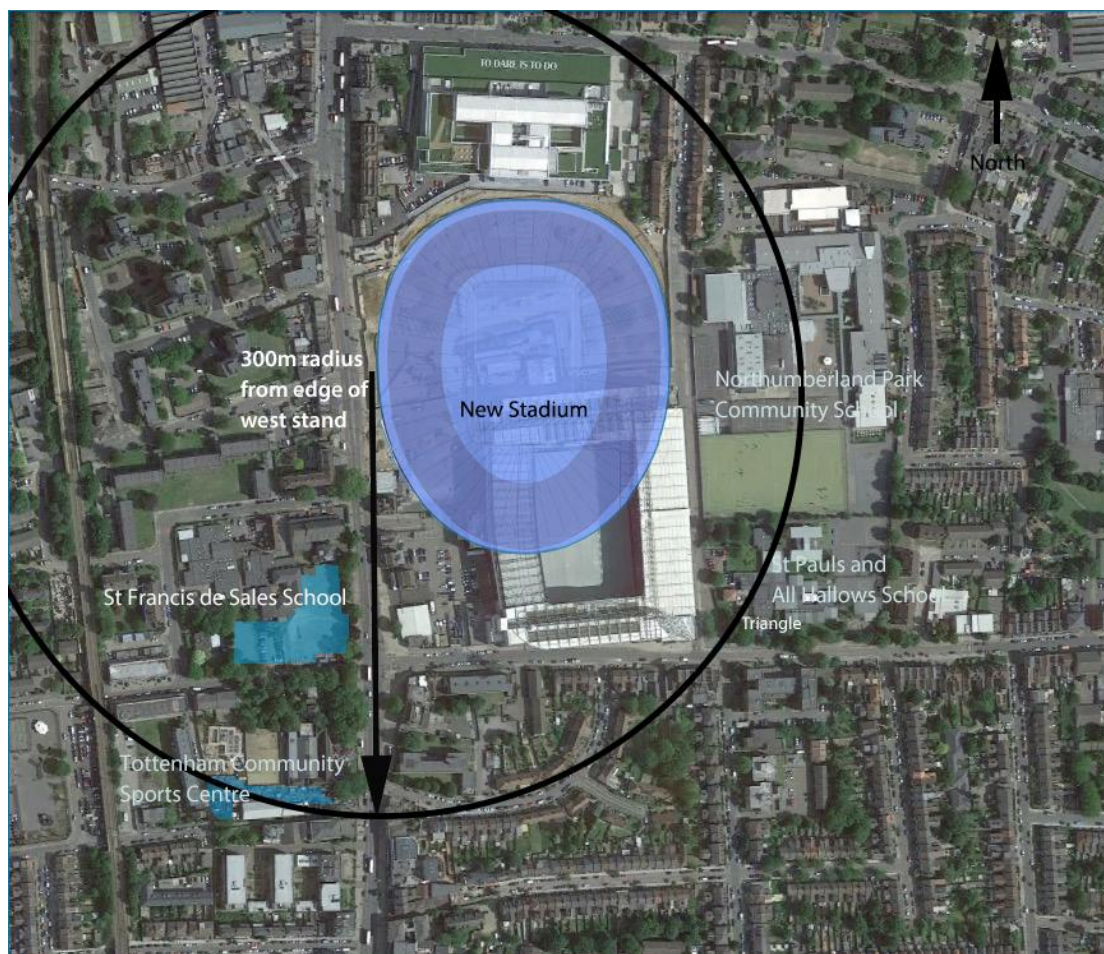


Image 7 Tottenham Community Sport Centre and St Francis de Sales Catholic School

5d. Option D Tottenham Community Sport Centre and St Francis de Sales Catholic School

The community sports centre and school (Image 7) are located immediately off the western side of Tottenham High Road, opposite Park Lane. Access to the sports centre would be directly off Tottenham High Road (Image 8).

Access to the school car park and playground may be possible off Church Road but this road is relatively narrow (6m). Both areas are slightly elevated above the High Road but this may only be an issue if a new access is required to the playground from the High Road.



Image 8 Tottenham Community Sports Centre

Areas

The Sports Centre appears to have an open and reasonably flat area of approximately 1,420m².

St Francis de Sales Catholic School has an open and flat area of approximately 2150m² of playground and a car park of about 1250m², making it adequate for all football broadcast requirements.

Distance between the two sites

The school and sports centre open spaces are about 80m apart at the closest point which may be too far, if uplink trucks are located in one and the main compound in the other. A technical specialist would need to advise if there are ways of achieving this.

The cabling would need to pass, not only across the High Road but also across Church Road, which may be possible via underground conduits but it will be across land that may be in various ownerships, which may be difficult to achieve agreement.

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The distance from the middle of the West stand elevation to the:

- ii. nearest point of the school playground is about 120m and about 190m to the furthest point.
- iii. nearest point of the sports centre open space is about 270m and 310m to the furthest point.

Assessment

This option may be worth considering if the main cameras are to be located on the west side of the stadium. The combined area of St Francis de Sales School and Tottenham Community Sports Centre would be more than adequate for all broadcast compound requirements.

It would mean cabling crossing the High Road, which could be done by conduit under the road, but would likely need temporary overhead cable bridging over the High Road. This would not be ideal and would be compounded by also having to cross Church Road and land that is understood not to be in the Club's or Council's control. In addition it is unlikely to work operationally for the broadcasters due to the nature of the land separating the two sites.

However, the main issue that renders this option unviable is the loss of the school playground and parking for several days when matches and events take place, as the school appears to have no alternative areas it can use.

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5e. St Francis de Sales Catholic School

The school is located immediately off Tottenham High Road (Image 9).



Image 9 St. Francis de Sales School from Tottenham High Road

Areas

St Francis de Sales Catholic School has an open playground of approximately of 2150m² but it also has an adjacent car park of 1250m². Together totalling approximately 3,400m².

This should be more than enough space for the largest OB Compound that will be required to serve all stadium events that are broadcast. It is also on the west side of the stadium, which is generally accepted as being the better side for broadcasters in stadia.

Distance from stadium

The distance from the middle of the West Stand elevation to the:

- iv. nearest point of the school playground is about 120m and about 190m to the furthest point.

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- v. nearest point of the car park is about 180m and 220m to the furthest point.

NB. There is a strip of land that separates the playground and car park, which is about another 85m².

Assessment

The St Francis de Sales School only option has a similar assessment to that of the school and Tottenham Community Sports Centre. It does though have the advantage of being one, more than adequately sized site and having cables only crossing the High Road (though not ideal) and not crossing Church Road, or land not in the control of the Club or Council.

As with Option 3 the issue that makes this option unviable is the school playground and parking not being useable by the school when an event is on at the stadium.

6.Conclusion

Wilson Owens Owens has concluded that, of the options reviewed, the land on the east side of the stadium occupied by Northumberland Park School and St Paul's and All Hallows School, would provide the most suitable and probably only location for an outside broadcast compound to serve the various events at the new stadium.

The land identified at St Francis de Sale School on the west side of the stadium, whilst adequate in size and distance from the stadium, would not be suitable as it would deprive the school of its outdoor playground space and parking, which could not be replicated nearby. In addition temporary cabling across the High Road could be far more complicated than the equivalent across Worcester Avenue on the east of the stadium.

We understand that the arrangement of land use would be subject to discussions between the Council, the Club and the schools.

7. Recommendations

Location

LHB to continue to monitor the design options for the OBC on the east side of the stadium on the Northumberland Park and St Paul's and All Hallows schools sites.

Broadcast technical expert

A broadcast technical expert should be consulted for all detailed television broadcasting technical issues including cabling routes.

Compound layouts

We advise LBH to request OB compound layout options.

Crowd movement

It would be advisable for LBH to see and assess any dynamic crowd modelling of the stadium.

Temporary Cabling

It is essential to identify the routes for temporary cabling during the design stage of the stadium.

Note: All distances are straight-line measurements and areas are taken from Google Earth and as such measurements may have a small level of discrepancy.

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