DATED 2020

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

EASTLANDS DEVELOPMENT COMPANY LIMITED

– and –

OVG MANCHESTER LIMITED

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended), section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011

relating to land south of Sportcity Way, east of Joe Mercer Way, west of Alan Turing Way and north of the Ashton Canal at the Etihad Campus in the City of Manchester

---

City Solicitor

Manchester City Council

P O Box 532

Town Hall

Albert Square

Manchester

M60 2LA

STA/EVD3001/3785

THIS AGREEMENT is made the day of 2020

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (**"the Council"**),

(2) **EASTLANDS DEVELOPMENT COMPANY LIMITED** (incorporated in England with company number 08109383) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF (**"the Owner"**), and

(3) **OVG MANCHESTER LIMITED** (incorporated in England with company number 12482660) whose registered office is at 55 New Bond Street, London W1S 1DG (**"OVG"**)

BACKGROUND

A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable The Council is also the freehold owner of that part of the Site registered at the Land Registry with title absolute under title numbers GM696156, GM696158 and GM816963 together with but subject to all matters contained or referred to in the title registers thereunder The Development will be carried out on the Site

B The Owner is the leasehold owner of that part of the Site registered at the Land Registry with title absolute under title number MAN226013 together with but subject to all matters contained or referred to in the title register thereunder

C OVG submitted the Application to the Council and intends to carry out the Development and operate the arena forming the Development with a joint venture partner (OVG or its subsidiaries and such joint venture partner(s) being the intended "Arena Operator" for the purposes of this Agreement) OVG and/or the proposed joint venture does not currently hold a property interest in the Site but intends to take a long lease of the part of the Site where the Arena will be located prior to the Commencement of Development It is intended that such joint venture would then discharge the obligations in this Agreement which are conditional upon Commencement of Development

D The Application was submitted to the Council by OVG for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application

E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and

the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted

F The Council has determined that the Development in order to comply with the Local Plan requires the Owner to make a financial contribution towards the review and expansion of the existing Residential Parking Zone in the vicinity of the Site, to undertake a scheme of highway improvement measures to existing walking routes, to prepare and implement an event operations management strategy, to prepare and implement plans to encourage the use of local labour during the construction and operational phases of the Development, and to prepare and implement a waste collection scheme

G The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained

H The Council is satisfied that the obligations in this Agreement (unless otherwise stated) are

(a) necessary to make the Development acceptable in planning terms,

(b) directly related to the Development,

(c) fairly and reasonably related in scale and kind to the Development,

or is satisfied that the obligations will secure other planning benefits

I In addition, the Owner has agreed to offer the following obligations to work with the local community to deliver an inclusive facility and to permit use of the parts of the Arena for community uses in accordance with a community plan, to make an annual donation to local community causes for a period of 9 years from the First Arena Event and to work with the Council to prepare a plan to support the Council's ambitions to bring sports and major events to the Arena The commitments by the Owner in relation to these obligations are contained in Part 7 of this Agreement and were not taken into account by the Council as material considerations in the determination of the Application

AGREED TERMS

1 **DEFINITIONS AND INTERPRETATION**

1 1 The following definitions and rules of interpretation set out in this Clause apply to this Agreement.

"Act" the Town and Country Planning Act 1990 as amended,

"Agreed Facilities" the areas known as the Atrium and Canalside as shown for indicative purposes on the plans marked Ancillary Facilities and appended to the Agreement,

"Agreement" this agreement,

"Annual Donation" the sum of £100,000 (one hundred thousand pounds) to be donated by the Owner towards Local Causes,

"Application" the application to which the Council gave the reference 126431/FO/2020 for the erection of a multi-use arena (Use Class D2) with a partially illuminated external facade together with ancillary retail/commercial uses (Classes A1, A3 and A4) with highways, access, servicing, landscaping, public realm and other associated works,

"Arena" the arena forming part of the Development,

"Arena Event" a publicly ticketed event in the main arena bowl forming part of the Development and "Arena Events" shall be construed accordingly,

"Arena Operator" shall mean the operator of the Arena from time to time,

"Arena Site" that part of the Site shown edged red on the plan marked "Arena Site Plan" and appended to the Agreement,

"Coincident Event" events taking place on a Multiple Event Date which the Owner and the Council (in consultation with relevant stakeholders) agree will have material overlapping transport impacts,

"Commencement of Development" the date upon which the Development shall begin by the *carrying out of a material operation in accordance with the provisions of section 56(4) of the Act* PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services, service media and utilities diversions, any works pursuant to planning permission reference 127534/FO/2020 (for site investigation and remediation works including trial piling, grouting of coal seams and mineshaft capping and other associated works) shall for the purposes of this Agreement be deemed not to be material operations,

"Community Operations Plan" a 15 (fifteen) year plan for the Community Use of the Agreed Facilities at no rent to the user (save for incidental operating costs) provided that

(i) such use shall not conflict with the Arena Events,

(ii) such plan shall take into account the access and activities that are planned and to be delivered with the Arena naming rights partner for the local community in order to ensure that the community use is co-ordinated and directed appropriately in

furtherance of the corporate social objectives of the Arena Operator or Owner (as applicable),

(iii) the Owner and/or the Arena Operator shall consult EMAC in preparing the plan,

(iv) and such plan is to include details of the spaces/rooms available for Community Use by reference to floor space and to a plan and the type of events which may take place in the identified spaces/rooms,

"Community Use" use by the local community to include (but shall not be limited to) community, education and training purposes or such other uses which are consistent with the corporate social responsibility objectives of the Arena Operator or Owner (as applicable) and "Community Uses" shall be construed accordingly,

"Completion of Construction" the date upon which a valid certificate of completion shall have been issued in respect of the Development for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same,

"Development" the development to be undertaken on the Site pursuant to the Planning Permission as specified in the Application,

"EMAC" the East Manchester Advisory Committee, which is a committee to be established by the Owner or the Arena Operator in respect of the Arena to promote community benefits in East Manchester, such committee to be comprised of representatives from each of the Owner, the Arena Operator, the Arena naming rights partner, the Council (including the Council's Head of Parks, Leisure, Youth and Events or such successor or replacement role; the relevant Strategic Lead – Neighbourhoods or such successor or replacement role, and members of the Local Wards) and representatives of invited third parties which shall include other local stakeholders,

"Etihad Campus" the land shown on the plan marked "Etihad Campus October 2020" and appended to the Agreement,

"Etihad Stadium" the City of Manchester Stadium at Ashton New Rd, Manchester M11 3FF,

"Event Operations Management Plan" an operations management plan to be prepared in conjunction with the Council, TfGM and other stakeholders as appropriate for mitigating the transport related impacts of Arena Events and Multiple Events/Coincident Events to include

- Approach to assessing whether a Multiple Event is a Coincident Event based on whether there are likely to be material overlapping transport impacts arising from the events due to the timing, capacity and other factors relating to the Multiple Event,
- Encouragement of use of sustainable transport modes for Arena Events,
- An events coordination strategy with the Etihad Stadium and public transport providers,
- A car parking strategy for managing existing car parking at the Etihad Campus including a monitoring and review mechanism;

- Pick up and drop off management arrangements along Rowsley Street including the use of geofencing where reasonably practicable,
- A scheme outlining how the Arena Operator would engage with the Council and TfGM as appropriate to manage and disperse spectators travelling to and from events at the Etihad Campus, including the management and marshalling of pedestrians at key areas and routes, the use of signage, and adjustments of signal timings at key junctions (including a commitment by the Arena Operator to cover the associated costs of such signal timing adjustments to the extent they relate to Arena Events),
- Measures to ensure, in conjunction with the Council and TfGM as appropriate, the effective operational management of the Gibbon Street/Asda junction,
- Monitoring the use of public transport by visitors to the Development,
- A messaging and communication strategy to promote public transport and measures other than the private car to access the Development (including walking and cycling routes, park and ride, and shuttle bus);
- Measures to monitor and review the effectiveness of the Event Operations Management Plan in achieving the objective of minimising the impact of Arena Events and Coincident Events including reducing dependency on the private car and promoting alternative travel options to the Development,
- A requirement to report to the Council on an annual basis on the number and dates of Coincident Events (as determined in accordance with this plan), the start and end time of such events and a review of the measures implemented pursuant to the Event Operations Management Plan to mitigate the effects of Coincident Events, and
- A process for the Council to require an interim review of the Event Operations Management Plan in any given year in advance of the annual review to consider any material issues arising from Coincident Events which have taken place which merit immediate attention,

"Event Operations Management Monitoring Review" an annual review of the operation of the Event Operations Management Plan which takes into account the information gathered about Arena Events and Coincident Events and which recommends any amendments or additions to the Event Operations Management Plan as necessary,

"Expanded RPZ" the residents' parking zone to be introduced to cover the area shown indicatively on the RPZ Plan and which will align with the existing residents' parking zone associated with the Etihad Campus

"Expanded RPZ Operational Costs" the estimated reasonable and proper cost (to be assessed each year) to the Council of operating the Expanded RPZ for the forthcoming year,

"Expert" a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten years post-qualification experience,

"First Arena Event" the date of the holding of the first event in the main arena bowl forming part of the Development with tickets being on sale to the public,

"Greater Manchester Authorities" the local authorities of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan,

"Greater Manchester Good Employment Charter" the voluntary membership and assessment scheme supported by the Greater Manchester Combined Authority which has been created to help deliver good jobs with opportunities for people to progress and develop, along with a thriving and productive economy (or any replacement of the same),

"Highway Improvement Scheme" a scheme of highway improvement measures to existing walking routes forming part of the highway along Ashton New Road and the City Link Route, including a review of the existing walking routes and outlining specific measures of enhancement and/or improvement in accordance with the Indicative Highway Works, and including an estimated cost of the proposals,

"Indicative Highway Works" the works detailed in the Annex to this Agreement,

"Interest" interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time,

"Interim Scheme" a scheme (including a timetable for implementation) which addresses any previously unforeseen impacts of Arena Events on highway safety and/or pedestrian safety in the vicinity of the Site which are not addressed in the current Event Operations Management Plan, the costs of which are reasonable and proportionate in the context of the impacts it is seeking to alleviate,

"Local Benefit Proposal: Construction" a document demonstrating the Owner's commitment to recruit local labour for the construction phase of the Development, which includes.

(i) Measures to promote recruitment of local people for the duration of the construction of the Development (including apprenticeships) with priority being given to residents of the Local Wards, then to residents of the other Manchester Wards, and then to residents of any of the other Greater Manchester Authorities,

(ii) Mechanisms for the implementation and delivery of these measures, and

(iii) Measures to monitor and review the effectiveness of the measures in achieving the objective of recruiting and supporting local labour objectives during the construction of the Development,

"Local Benefit Proposal: End Use" a document outlining the approach to local recruitment for the end use of the Development, which includes

(i) Measures to promote recruitment of local people for the end uses of the Development (including apprenticeships) with priority being given to residents of the Local Wards, then to residents of the other Manchester Wards, and then to residents of any of the other Greater Manchester Authorities,

(ii) Mechanisms for the implementation and delivery of these measures, and

(iii) Measures to monitor and review the effectiveness of the measures in achieving the objective of recruiting and supporting local labour objectives for the end uses of the Development,

"Local Causes" means those local community causes identified by EMAC for the Annual Donation to be applied towards in accordance with the objectives of, and in the proportions determined by, EMAC (it being acknowledged that Council members from Local Wards on EMAC shall have a prominent role in the determination of these matters),

"Local Plan" includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Policies and all other relevant strategic planning documents adopted by Manchester City Council,

"Local Wards" the wards of Ancoats & Beswick, Clayton & Openshaw, and Miles Platting & Newton Heath (or such other wards which may be introduced to amend or replace the same and which cover substantially the same area),

"Management Fee" shall mean a one off payment of 15% (fifteen per cent) of the Application fee being £21,383 85 (twenty one thousand three hundred and eight three pounds and eighty five pence) to be used for the purpose of management and monitoring of this Agreement and the planning obligations contained herein,

"Manchester Wards" the wards that comprise the City of Manchester,

"Member" shall have the meaning as defined in the Greater Manchester Good Employment Charter,

"Multiple Events Date" a date on which both an Arena Event and a public event at the Etihad Stadium for which the pitch area and/or seating bowl in the Etihad Stadium will be in use are taking place and "Multiple Events" shall be construed accordingly,

"NPPF" the National Planning Policy Framework issued in in February 2019 (and subsequently updated in June 2019) as may be amended or any replacement of the same,

"Planning Permission" the planning permission to be granted pursuant to the Application,

"Regulations" the Community Infrastructure Levy Regulations 2010 as amended,

"RPZ Plan" the plan appended to the Agreement marked "RPZ Plan",

"RPZ Strategy" a strategy and programme in relation to the design, consultation and implementation of the Expanded RPZ,

"Site" the land described in Schedule 1 and shown for the purposes of identification only edged red on the Site Plan,

"Site Plan" the plan appended to the Agreement marked "Site Plan",

"Sports and Major Events Strategy" a 5 (five) year strategic plan to be progressed jointly by the Owner and/or Arena Operator (as applicable) with the Council and the other key stakeholders in the Etihad Campus following consultation with Sport England and other key stakeholders to explore and support the Council's ambitions to facilitate the hosting of sports and major events at the Arena and (subject to receiving engagement from the other relevant key stakeholders in the Etihad Campus), at the Etihad Campus, provided that such plan shall be subject to and acknowledge and preserve the Arena Operator's and/or the Owner's commercial and operational discretion over Arena Events,

"Supporter" shall have the meaning as defined in the Greater Manchester Good Employment Charter,

"TfGM" Transport for Greater Manchester or any successor or replacement body,

"Waste Collection Scheme" a scheme which shall include, but shall not be limited to, details of

- The area covered by the scheme,
- A mechanism for street litter clearing to take place within 24 (twenty four) hours of an Arena Event together with associated targets,
- Specified dates and a timetable for the collection of waste,
- Contact details of the person/company employed by the Owner to implement, monitor and manage the scheme, and
- Provision for revision of the scheme (including but not limited to the area covered by the scheme) where targets are not met,

"Working Day" means any day except Saturday Sunday or a bank holiday and reference to "Working Days" shall be construed accordingly

1 2 The Clause headings do not affect this interpretation

1 3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule

1 4 References to any statute or statutory provision include reference to

1 4 1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation, and

1 4 2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1 5 Except for the provisions of Clause 9 references to the Site include any part of it

1 6 References to any party in this Agreement include the successors in title and assigns of that party In addition, references to the Council include any successor local planning authority exercising planning powers under the Act

1 7 "Including" means "including, without limitation"

1 8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing

1 9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected

1 10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1 11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner

2 PLANNING OBLIGATION

2 1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 of the Act or such other enabling powers against the Owner

2 2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of section 106 of the Act, they are entered into pursuant to the other powers identified in clause 2 1

3 CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and

Commencement of Development save for the provisions of Clauses 9, 12, 15, 16, 18, 19 and 20 which shall have immediate effect.

4 **CONDITION SUBSEQUENT**

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5 **THE OWNER'S COVENANTS**

5 1 The Owner on behalf of itself and any person deriving title to any part of the Arena Site from the Owner (save as provided for in clause 5 2) hereby covenants with the Council so as to bind the Arena Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 2 and hereby agrees that the Arena Site shall be subject to the obligations, restrictions and provisions specified herein until such obligations are discharged

5 2 The parties agree that none of the obligations or requirements in this Agreement shall be enforceable against·

5 2.1 any tenants or occupiers of the individual ancillary retail/commercial/food and beverage units comprised within the Development, and

5 2 2 any statutory undertakers with land or apparatus within the Site held for the purposes of their statutory duties

6 **THE COUNCIL'S COVENANTS**

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in Schedule 2

7 **DISPUTE RESOLUTION**

7 1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement, matters of law or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner

7 2 If the Council and the Owner are unable to agree on the appointment of an Expert within 30 (thirty) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute

7 3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

7 4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

8 **WAIVER**

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

9 **CHANGE IN OWNERSHIP & LIABILITY**

9 1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site purchased by reference to a plan This clause shall not apply to the creation of individual occupational interests covered by clause 5 2

9 2 No person or party shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the local planning authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site

10 **CONSENT OF MORTGAGEE**

The Council and the Owner acknowledge that any future mortgagee of the Site shall not become liable to perform the obligations or incur any liability under this Agreement until such time (if any) as it takes possession of the Site and upon taking possession any future mortgagee shall undertake to perform the obligations of the Owner under this Agreement but only to the extent that the obligations falling to the Owner are outstanding and continue to bind the land over which the future mortgagee has exercised its powers of possession

11 **COUNCIL'S CONSENT OR APPROVAL**

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council

12 **LOCAL LAND CHARGE AND LAND REGISTRY ENTRY**

12 1 This Agreement is a Local Land Charge and shall be registered as such by the Council

12 2 For the purpose of noting this Agreement on the titles of the Owner at the Land Registry the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owner's solicitor's completed Land Registry account key number details inserted in the form The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry

12 3 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

12 4 The costs of registration and cancellation pursuant to clause 0 above shall be met by the Owner if requested by the Council

13 **NON-PROHIBITION ON DEVELOPMENT**

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal)) after the date of this Agreement

14 **THE CONTRACTS ACT**

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto

15 **COMMUNICATION**

Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

15 1 To the Council and addressed to the City Solicitor at the Council's address first above written,

15 2 To the Owner at its registered office or such other address as may be notified from time to time, and

15 3 To OVG at its registered office or such other address as may be notified from time to time

16 **FEES**

16 1 OVG shall pay to the Council on the date hereof its legal fees reasonably and properly incurred in preparation of this Agreement

16 2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law

16 3 OVG shall pay to the Council on the date hereof the Management Fee

17 **INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date that payment is received

18 **JURISDICTION**

This Agreement is governed by and interpreted in accordance with English Law

19 **COMPLETION**

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

20 **COUNTERPART**

20 1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement

20 2 Transmission of an executed counterpart of this Agreement by email in PDF format by a party to each of the other parties shall take effect as delivery of an executed counterpart of this Agreement

20 3 Without prejudice to the validity of the Agreement thus made, each of the parties shall provide the Council with the original of such counterpart as soon as reasonably possible thereafter and in any event within 4 weeks of the date of this Agreement
No counterpart shall be effective until each party to this Agreement has executed and delivered at least one counterpart and that counterpart has been delivered to each of the other parties to this Agreement and acknowledgement of receipt of those counterparts has been received by email from each of the other parties

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing

SCHEDULE 1

The Site

Land south Of Sportcity Way, east of Joe Mercer Way, west of Alan Turing Way and north of the Ashton Canal at the Etihad Campus, Manchester and shown for the purposes of identification only edged red on the Site Plan

SCHEDULE 2

THE PLANNING OBLIGATIONS

PART ONE

GENERAL OBLIGATIONS

The Owner hereby covenants with the Council as follows

To notify the Council in writing

1 At least 10 (ten) Working Days in advance of Commencement of Development,

2 Within 5 (five) Working Days following Commencement of Development,

3 At least 28 (twenty eight) Working Days in advance of the anticipated date of Completion of Construction,

4 Within 5 (five) Working Dates following Completion of Construction,

5 At least 6 months in advance of the anticipated date of the First Arena Event,

6 At least 28 (twenty eight) Working Days in advance of the First Arena Event,

7 Within 5 (five) Working Days in advance of the First Arena Event

The Council hereby covenants with the Owner as follows

8 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed

9 To issue the Planning Permission within 2 (two) Working Days of the date hereof.

PART TWO

RESIDENTS' PARKING ZONE

1 The Owner and the Council covenant with each other to begin consulting with each other to agree the RPZ Strategy on Commencement of Development with the intention that the Expanded RPZ will be brought into effect prior to the First Arena Event

2 The Council covenants with the Owner to use reasonable endeavours to promote the traffic regulation order(s) required for the delivery and operation of the Expanded RPZ in accordance with the RPZ Strategy provided always that the Council shall not be obliged to make and/or confirm such traffic regulation order(s) owing to matters outside the Council's control.

3. The Owner covenants with the Council to undertake the design, consultation and implementation of the Expanded RPZ and shall be responsible for all reasonable and proper associated costs

4 The Council covenants with the Owner to establish a project team comprising the relevant officers from the Council's Planning department and Highways department and a representative from the Owner and/or Arena Operator The project team will meet on a monthly basis (or on such other frequency as may be agreed by the parties to be appropriate in the circumstances) to monitor and review progress of the delivery of the Expanded RPZ, and the Highway Improvement Scheme referred to in Part 3 of this Schedule

5 Subject to the necessary traffic regulation order(s) being obtained in accordance with this Agreement, the Owner covenants with the Council to implement the Expanded RPZ prior to the First Arena Event and (subject to necessary traffic regulation order(s) being obtained) not to cause or permit the First Arena Event to take place prior to the implementation of the Expanded RPZ

6 The Council covenants with the Owner to, at least three months prior to the First Arena Event, provide reasonable written details and supporting evidence of the Expanded RPZ Operational Costs for the first year of operation The Owner covenants with the Council to pay the reasonable and proper Expanded RPZ Operational Costs on a half yearly basis with the first half year payment to be made no later than 5 (five) Working Days prior to the First Arena Event in accordance with the written details provided by the Council

7 The Council covenants with the Owner to, one month prior to the first anniversary of the First Arena Event and on each subsequent anniversary, provide reasonable written details and supporting evidence of the Expanded RPZ Operational Costs for the year ahead and also confirmation of the actual Expanded RPZ Operational Costs incurred during the preceding 12 month period Any excess amount due to the Council above the amount already paid by the

Owner will be added to the Expanded RPZ Operational Costs for the year ahead and any overpayment due to the Owner will be deducted from the Expanded RPZ Operational Costs for the year ahead The Owner covenants with the Council to pay the reasonable and proper Expanded RPZ Operational Costs for the lifetime of the Development (with any excess or deductions based on actual costs to be applied as above) on a half yearly basis with the first payment on the first anniversary of the First Arena Event, and on each subsequent anniversary, in accordance with the reasonable written details and supporting evidence provided by the Council

PART THREE

HIGHWAY IMPROVEMENT SCHEME

The Owner covenants with the Council as follows

1. Prior to the First Arena Event and further to the discussions between the Owner and the Council pursuant paragraph 4 of Part 2 to submit the Highway Improvement Scheme to the Council for written approval

2 To implement the approved Highway Improvement Scheme prior to the First Arena Event and not to cause or permit the First Arena Event to take place until the Highway Improvement Scheme has been implemented

PART FOUR

EVENT OPERATIONS MANAGEMENT PLAN

The Owner covenants with the Council as follows

1 Prior to the First Arena Event, to submit the Event Operations Management Plan to the Council for written approval

2 To implement the approved Event Operations Management Plan from the First Arena Event and to operate the Development in accordance with the approved Event Operations Management Plan

3 On the first anniversary of the First Arena Event and thereafter on each anniversary of the First Arena Event, to submit the Event Operations Management Monitoring Review to the Council In the event that the Event Operations Management Monitoring Review recommends any amendments or additions to the Event Operations Management Plan, such amendments and additions shall be submitted to the Council in draft for the Council's written approval In the event that amendments or additions to the Event Operations Management Plan are agreed, the Owner covenants with the Council to implement the amended Event Operations Management Plan

4 To submit an Interim Scheme to the Council for written approval within 1 (one) month (or such longer reasonable period as may be agreed by the parties) of a written request of the Council where the Council is of the reasonable opinion that an Arena Event causes (or has caused) previously unforeseeable pedestrian or highway safety concerns which are materially detrimental to highway and/or pedestrian safety in the vicinity of the Site and which must be addressed in advance of the next Event Operations Management Monitoring Review Any dispute over the need for an Interim Scheme or the nature of an Interim Scheme may be referred by either party to the Expert in accordance with clause 7

5 In the event that an Interim Scheme is requested and approved in accordance with Paragraph 4 of this Part, to implement the Interim Scheme in accordance with the timetable contained in such scheme and to incorporate into the next annual review of the Event Operations Management Plan

PART FIVE

LOCAL LABOUR OBLIGATIONS

The Owner covenants with the Council as follows·

1 Prior to the Commencement of Development, to submit the Local Benefit Proposal Construction to the Council for its written approval

2 To implement the approved Local Benefit Proposal Construction as part of the construction phase of the Development

3 Within one calendar month prior to Completion of Construction, to submit a detailed written report which considers the outcomes of the Local Benefit Proposal. Construction to the Council

4 Three months prior to the First Arena Event, to submit the Local Benefit Proposal End Use to the Council for its written approval

5 To operate the Development in accordance with the Local Benefit Proposal End Use

6 On the first anniversary of the First Arena Event, and on each subsequent anniversary, to submit a report on the effectiveness of the Local Benefit Proposal End Use and an updated Local Benefit Proposal End Use (if appropriate) to the Council within 1 (one) month of the relevant anniversary In the event that updates to the Local Benefit Proposal End Use are agreed, to implement the revised Local Benefit Proposal End Use.

7 As soon as reasonably practicable after Commencement of Development, to apply to be a Supporter of the Greater Manchester Good Employment Charter Prior to the First Arena Event to apply to be a Member of the Greater Manchester Good Employment Charter Once Member status has been obtained, to use reasonable endeavours to retain this status

8 It is agreed by the Council and the Owner that the covenants contained in this Part Five shall

(a) be subject to any domestic or international laws relating to employment and procurement, and

(b) not restrict the Owner's legal right to employ or use whichever staff, employees, contractors, sub-contractors or agents from whatever location it considers to be the most suitable to be employed or used at or in connection with the construction, use and/or operation of the Development provided always that it has implemented the Local Benefit Proposal Construction and the Local Benefit Proposal End Use (as appropriate)

PART SIX

COLLECTION OF WASTE

The Owner covenants with the Council as follows

1 Prior to the First Arena Event, to submit the Waste Collection Scheme to the Council for approval

2 To implement the approved Waste Collection Scheme from the date of the First Arena Event for the lifetime of the Development.

PART SEVEN

MISCELLANEOUS

COMMUNITY OPERATIONS PLAN

The Owner covenants with the Council as follows

1 Within 6 (six) months of the Commencement of Development it shall establish EMAC

2 Prior to the First Arena Event, to submit the Community Operations Plan to the Council for written approval

3 From the First Arena Event to make available the Agreed Facilities in accordance with the Community Operations Plan

4 On the first anniversary of the First Arena Event, and on each subsequent anniversary until the fifteenth anniversary of the First Arena Event, to submit a report on the effectiveness of the Community Operations Plan (having consulted with EMAC in the preparation of the report) to the Council and (if appropriate) to submit an updated Community Operations Plan to the Council for written approval within 1 (one) month of the relevant anniversary In the event that updates to the Community Operations Plan are agreed, to implement the revised Community Operations Plan

SPORTS AND MAJOR EVENTS STRATEGY

The Owner covenants with the Council as follows

5 Prior to the First Arena Event, to prepare the Sports and Major Events Strategy and thereafter to work with the Council to implement the Sports and Major Events Strategy

6 On the fifth anniversary of the First Arena Event, to submit a report to the Council on the effectiveness of the Sports and Major Events Strategy and proposals for continuing the Sports and Major Events Strategy with updates as appropriate to the Council within 1 (one) months of the fifth anniversary for the Council's written approval and thereafter to implement any agreed extension to the agreed strategy

ANNUAL DONATION

7 From the date of the First Arena Event, and on each anniversary of the First Arena Event up to and including the 9th (ninth) anniversary, the Owner shall make the Annual Donation to the Council to be held in a designated account or through alternative arrangements which may be agreed by the Owner and the Council in the future The Annual Donation shall be distributed to Local Causes in accordance with the directions of EMAC

8 Prior to the 9th (ninth) anniversary of the First Arena Event the Owner and the Council will consult through the EMAC on the extent (if any) of continued provision by the Owner of the Annual Donation for distribution to Local Causes beyond the 9th (ninth) anniversary of the First Arena Event

ANNEX

INDICATIVE HIGHWAY WORKS

1 The Indicative Highway Works shall include (but shall not be limited to) the works below but only to the extent such works can be undertaken in the highway or land within the Site which is within the control of the Owner

Ashton New Road Route

1 1 Paint, graphics and lighting on lamp posts to create markers which clearly designate routes, give information about walking distances and promote active travel

1 2 Locally reconfigure pavement / lane relationship at current pavement 'pinch point' adjacent to the existing railway bridge

1 3 Reinforce walking route markings and declutter the area where the route crosses Metrolink tracks

1 4 Install signage at Great Ancoats Street to better signal walking and cycling routes between the city centre and the Etihad Campus

1 5 Trim back low branches on trees along route to improve visibility below tree canopies and actively support future annual maintenance regime in conjunction with relevant stakeholders

1 6 Tactile paving and dropped kerbs where necessary and appropriate

City Link Route

1 7 Paint, graphics and lighting on lamp posts to create markers which clearly designate routes, give information about walking distances and promote active travel.

1 8 Install signage at Ashton New Road to better signal walking and cycling routes between the city centre and the Etihad Campus

1 9 Install localised fencing, as necessary, to close off hiding places adjacent to bridge abutments

1 10. Local repairs, as necessary, to existing side fences

1 11 Re-paint existing side fences

1 12 Art / Lighting improvements where route passes beneath railway bridges

1 13 Remove scrub and vegetation beneath existing trees to improve sightlines and attractiveness of route and actively support future maintenance in conjunction with relevant stakeholders

1 14 Groundcover and wildflower planting beneath trees to improve ecology and attractiveness of route

1 15 In consultation with TfGM, agree and implement a scheme of modifications to the existing Metrolink barriers on edge of City Square in order to visually open up City Link entrance from Campus

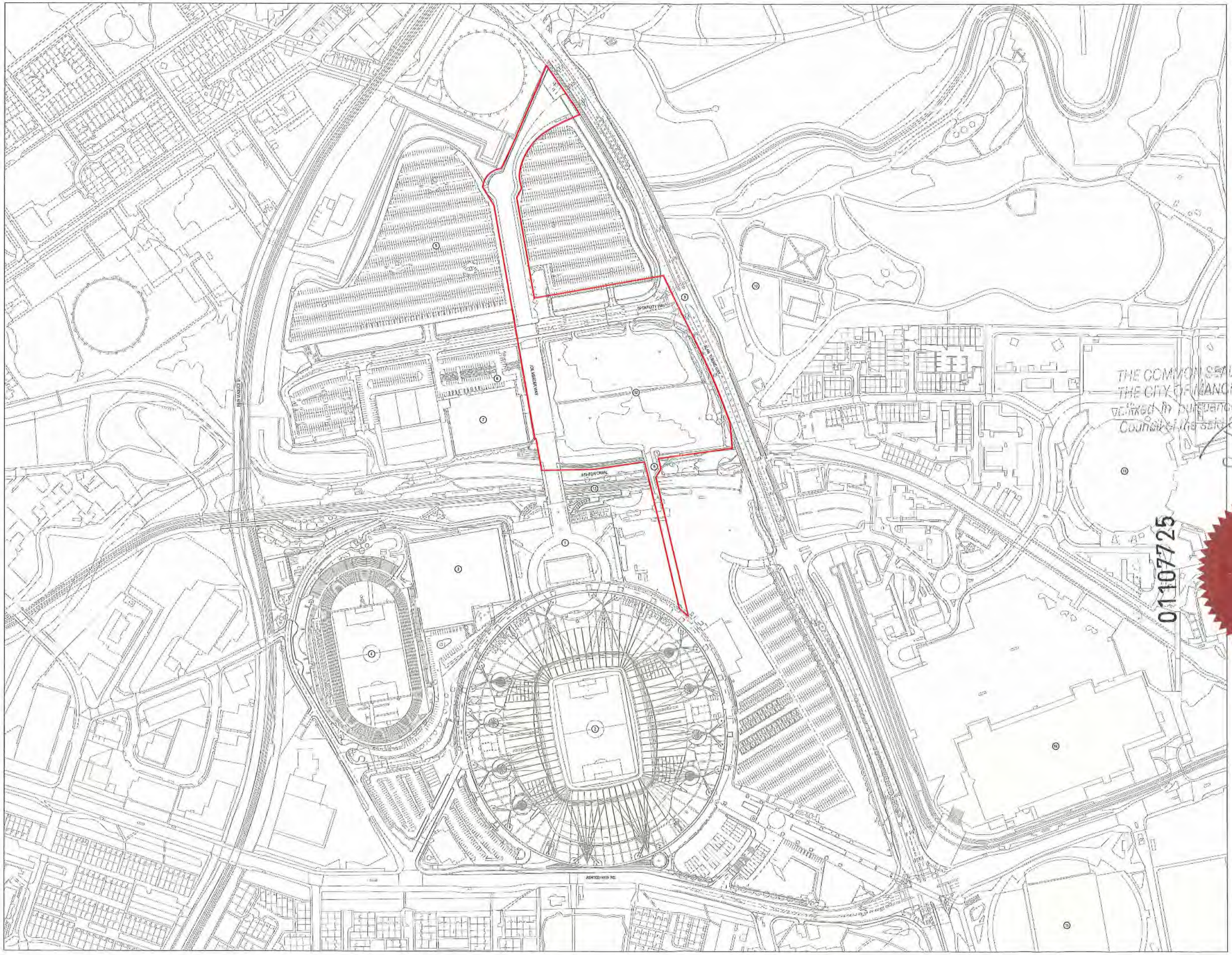
1 16. Dropped kerbs and tactile paving where necessary and appropriate

The cost of the Indicative Highway Works shall not exceed a maximum of £250,000 (two hundred and fifty thousand pounds)

APPENDIX

PLANS

Site Plan



REVISIONS		
REV	DATE	DESCRIPTION
00	14.02.2020	PLANNING

KEY PLAN

KEY

- PLANNING APPLICATION BOUNDARY
1. ETIHAD CAMPUS
2. ETIHAD STADIUM
3. NATIONAL SQUASH CENTRE
4. MANCHESTER REGIONAL ARENA
5. CAR PARK
6. CHARGING STATION
7. MANCHESTER TENNIS AND FOOTBALL CENTRE
8. ALAN TURING WAY
9. FORGE LANE BRIDGE
10. PHILIPS PARK
11. NATIONAL CYCLING CENTRE
12. PROPOSED SITE
13. TRAM STATION
14. EASTLANDS SUPERCENTRE
15. CITY FOOTBALL ACADEMY

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

Authorised Signatory

01107725

ALL INTERNAL LAYOUTS AND USES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT FOR DETERMINATION

CLIENT:

OVG International

© COPYRIGHT ALL RIGHTS RESERVED
THIS DRAWING IS COPYRIGHT AND MUST NOT BE COPIED OR REPRODUCED WITHOUT OUR PRIOR WRITTEN CONSENT. IT IS ISSUED ON THE EXPRESS CONDITION THAT IT IS NOT DISCLOSED, USED OR REPRODUCED (WHOLLY OR PARTLY) FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY ISSUED BY OR ON BEHALF OF POPULOUS. ANY LICENCE TO USE THIS DRAWING MAY BE REVOKED AT ANY TIME BY POPULOUS AND ON DEMAND BE RETURNED TO POPULOUS. ANY USE OF THIS DRAWING OTHER THAN AS AUTHORISED BY POPULOUS IS AT THE SOLE RISK OF THE USER.

ARCHITECT:

POPULOUS

13 PERRY'S BUILDINGS | BROOMS YARD | LONDON | SW18 3NS | UNITED KINGDOM
TELEPHONE +44 (0)20 8874 7000 FACSIMILE +44 (0)20 8874 7474

PROJECT NAME:

OVG MANCHESTER

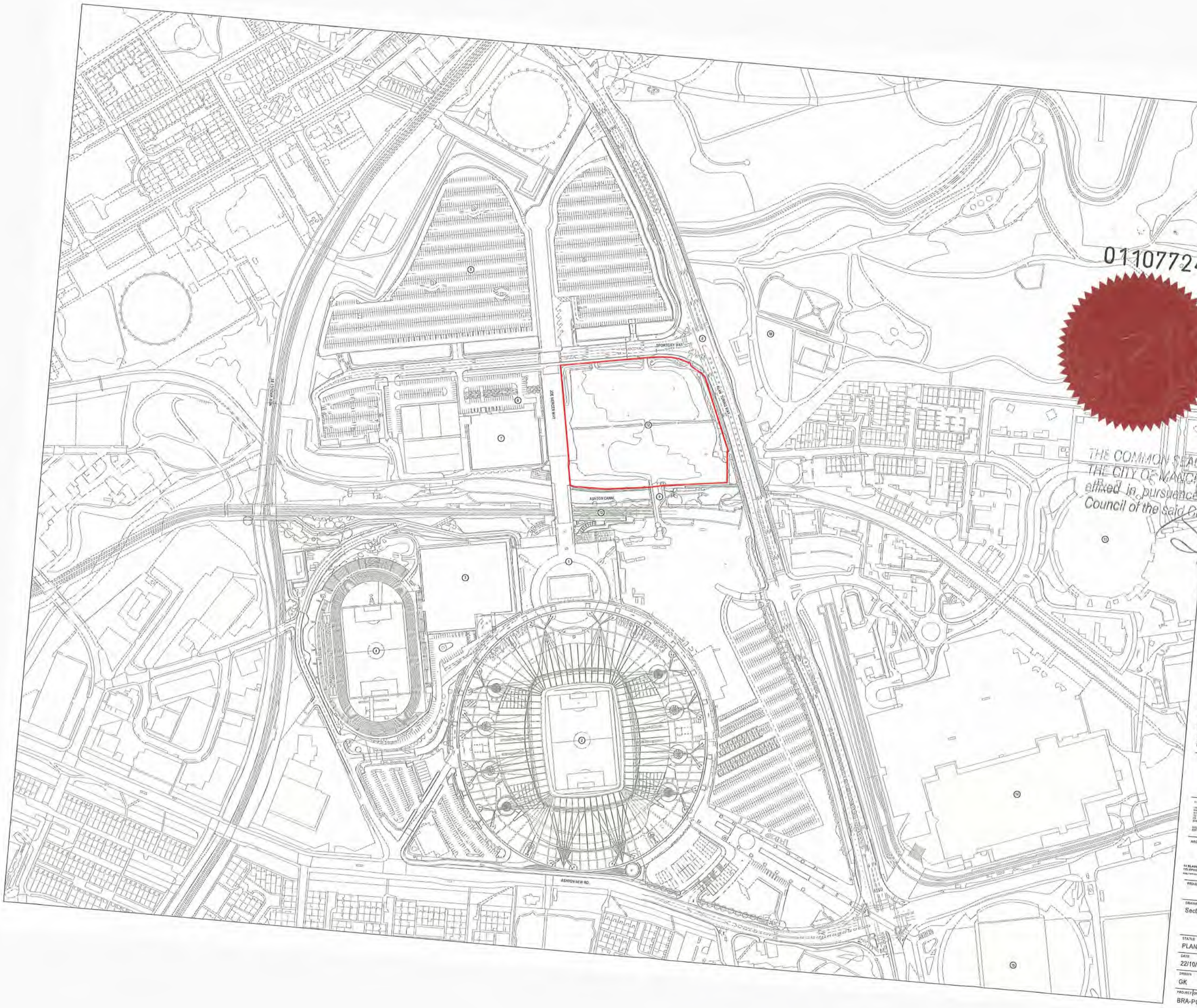
DRAWING TITLE:

SITE - EXISTING LOCATION PLAN

STATUS	PROJECT NO.
PLANNING	4933
DATE	SCALE	SIZE
14/02/2020	1 : 1250	A0
DRAWN	CHECKED	APPROVED
MC	PG	DS

PROJECT	ORIGIN	ZONE	LEVEL	TYPE	ROLE	DRAWING	REV
BRA-POP-	XX-	XX-	DR-	A-		0600	00

Arena Site Plan



REVISIONS		
REV	DATE	DESCRIPTION
00	22.10.2020	Issue for Section 106

KEY PLAN

KEY

SECTION 106 – ARENA SITE

1. ETIHAD CAMPUS
2. ETIHAD STADIUM
3. NATIONAL SQUASH CENTRE
4. MANCHESTER REGIONAL ARENA
5. CAR PARK
6. CHARGING STATION
7. MANCHESTER TENNIS AND FOOTBALL CENTRE
8. ALAN TURING WAY
9. FORGE LANE BRIDGE
10. PHILIPS PARK
11. NATIONAL CYCLING CENTRE
12. PROPOSED SITE
13. TRAM STATION
14. EASTLANDS SUPERCENTRE
15. CITY FOOTBALL ACADEMY

01107724

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:-

Authorised Signatory

NOTE - THIS DRAWINGS IS NOT ORIGINAL POPULOUS CONTENT

SURVEY INFORMATION HAS BEEN PROVIDED BY CLIENT TEAM

THIS DRAWING IS ONLY TO SCALE IF IT IS REPRODUCED AT THE CORRECT PAPER SIZE

1:1250@A0

ALL INTERNAL LAYOUTS AND USES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT FOR DETERMINATION

CLIENT

OVG International

ARCHITECT

POPULOUS

PROJECT NAME

OVG MANCHESTER

DRAWING TITLE

Section 106 – Arena Site Plan

STATUS	PROJECT No.
PLANNING	4933
DATE	SCALE / SIZE
22/10/20	1 : 1250 A0
DRAWN / CHECKED / APPROVED	
GK PG DS	

PROJECT	ORIGIN	ZONE	LEVEL	TYPE	ROLE	DRAWING	REV
BRA-POP-	XX-	XX-	DR-	A-		0675	00

Ancillary Facilities Plans

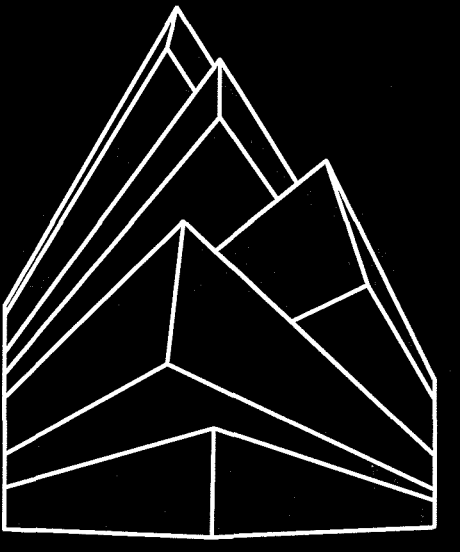
OVG

OAK VIEW GROUP

OVG MANCHESTER
ANCILLARY FACILITIES

© 2020 POPULOUS

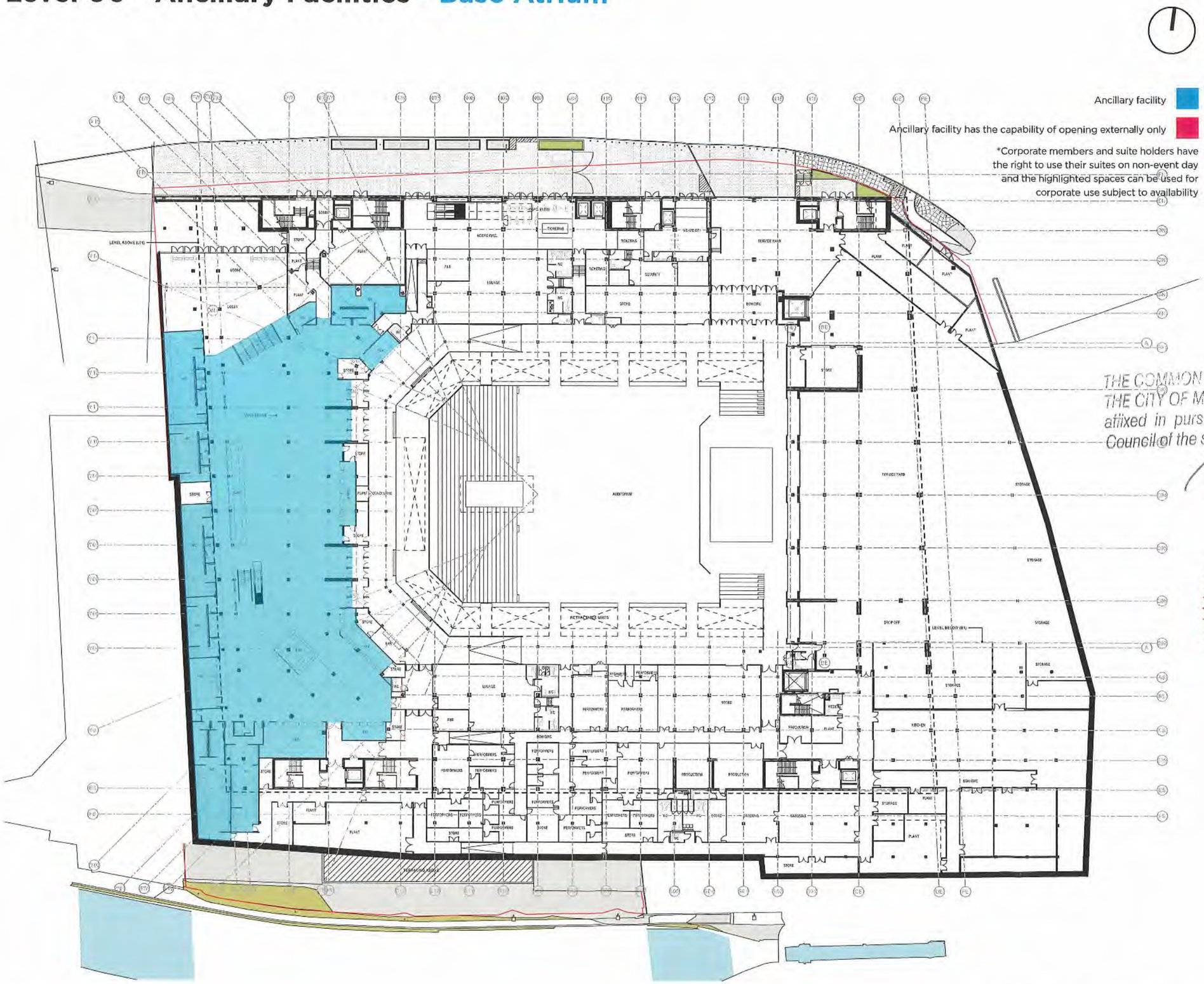
28.07.2020



OVG MANCHESTER

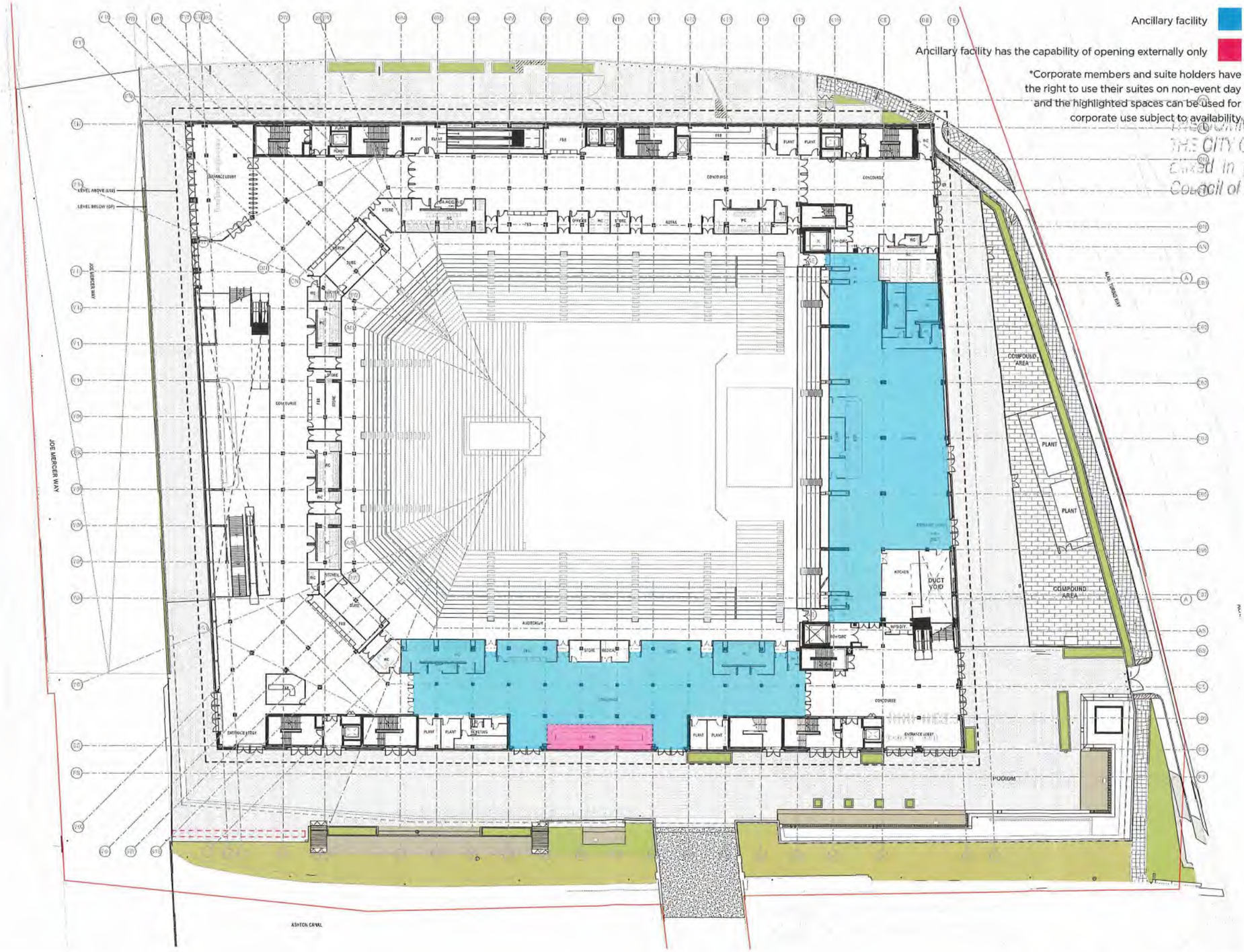
POPULOUS

Level 00 - Ancillary Facilities - Base Atrium



THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:-
Authorised Signatory
01107723

Level 01 - Ancillary Facilities - Backstage Club + Canalside



THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:-

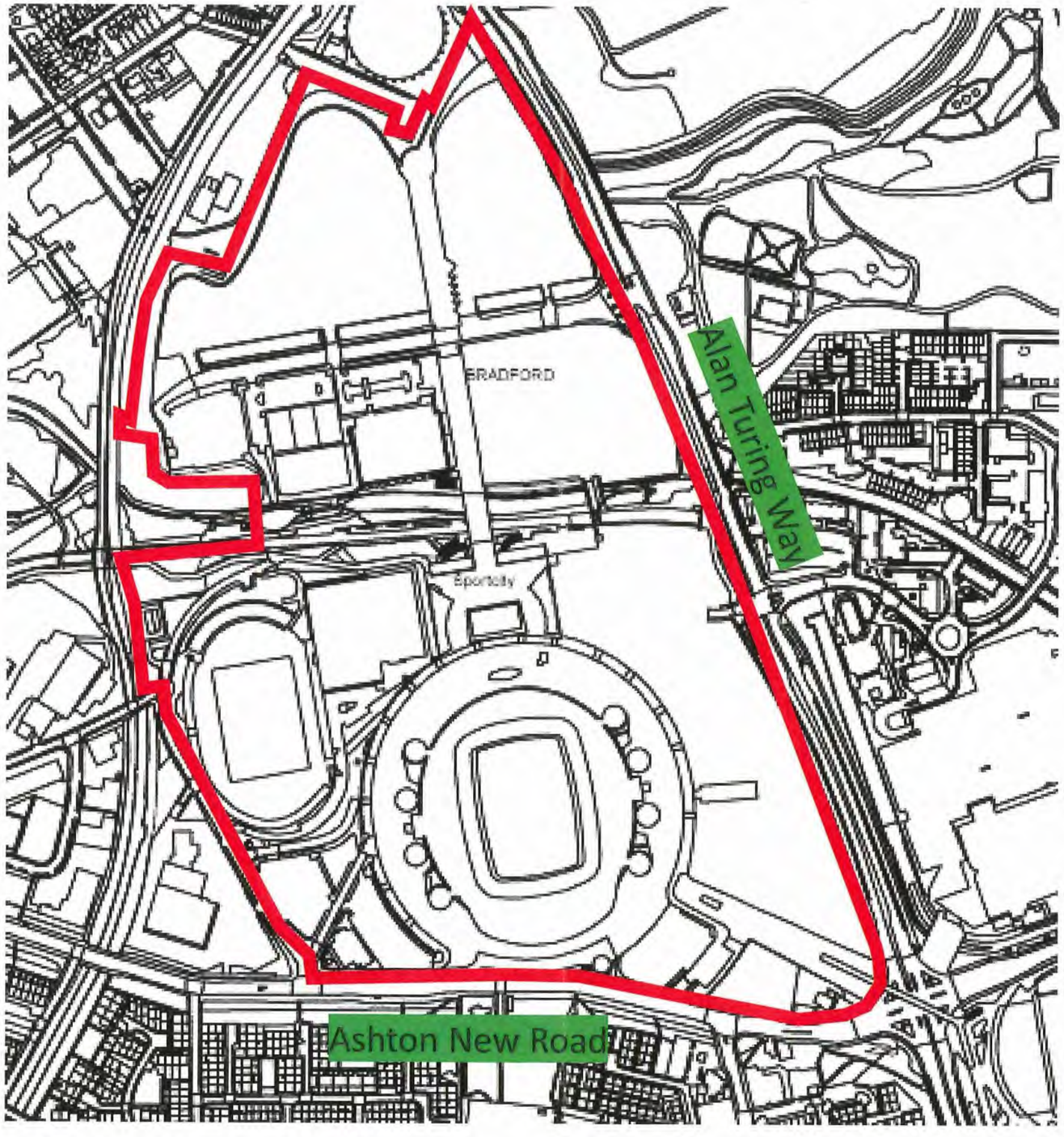
Authorised Signatory

01107722

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

Authorised Signatory

01107721



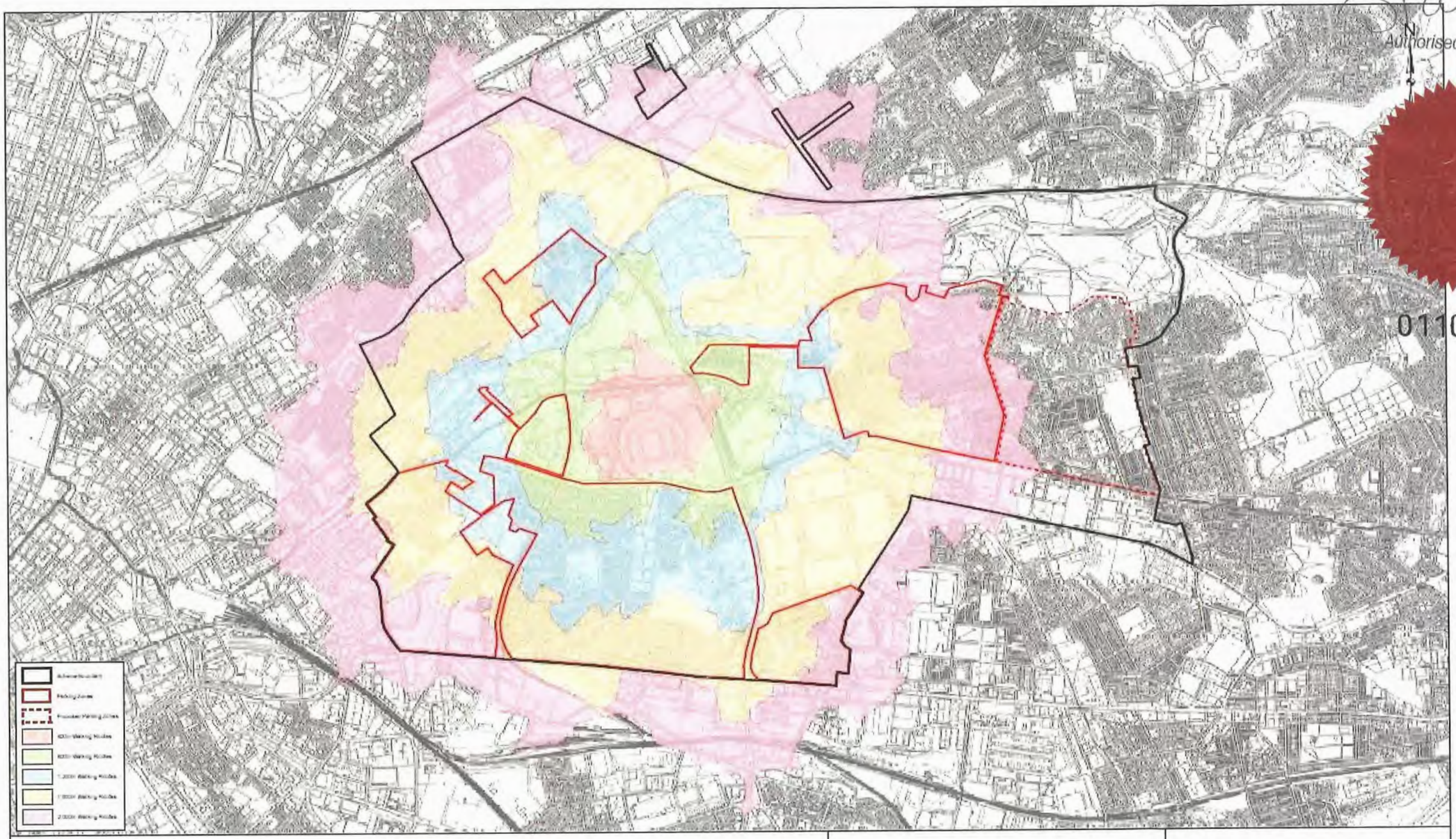
Etihad Campus
October 2020

RPZ Plan

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

Authorised Signatory

01107720



A1 Scale 1:7,500

PLAN FOR IDENTIFICATION PURPOSES ONLY

Development Team
Growth & Development Directorate
P.O. Box 532
Manchester M60 2LA

MANCHESTER CITY COUNCIL

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

01107719

Authorised Signatory

EXECUTED AS A DEED (but not delivered until the date hereof) by **EASTLAND DEVELOPMENT COMPANY LIMITED** acting by a director and the company Secretary or by two directors or by a director in the presence of a witness)

Director

Director / Secretary

Witness Signature

Name

Address

Occupation

EXECUTED AS A DEED (but not delivered)

until the date hereof) by)

OVG MANCHESTER LIMITED)

acting by)

in the presence of a witness

Director

Witness Attestation (to be initialled) *I confirm that I was physically present when executed this Deed*

Name of Witness

Signature of Witness

Address

Occupation

DATED 23 OCTOBER 2020

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

EASTLANDS DEVELOPMENT COMPANY LIMITED

– and –

OVG MANCHESTER LIMITED

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended), section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011

relating to land south of Sportcity Way, east of Joe Mercer Way, west of Alan Turing Way and north of the Ashton Canal at the Etihad Campus in the City of Manchester

---

City Solicitor

Manchester City Council

P O Box 532

Town Hall

Albert Square

Manchester

M60 2LA

STA/EVD3001/3785

THIS AGREEMENT is made the 23 day of OCTOBER 2020

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (**"the Council"**);

(2) **EASTLANDS DEVELOPMENT COMPANY LIMITED** (incorporated in England with company number 08109383) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF (**"the Owner"**); and

(3) **OVG MANCHESTER LIMITED** (incorporated in England with company number 12482660) whose registered office is at 55 New Bond Street, London W1S 1DG (**"OVG"**).

BACKGROUND

A. The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Council is also the freehold owner of that part of the Site registered at the Land Registry with title absolute under title numbers GM696156, GM696158 and GM816963 together with but subject to all matters contained or referred to in the title registers thereunder. The Development will be carried out on the Site.

B. The Owner is the leasehold owner of that part of the Site registered at the Land Registry with title absolute under title number MAN226013 together with but subject to all matters contained or referred to in the title register thereunder.

C. OVG submitted the Application to the Council and intends to carry out the Development and operate the arena forming the Development with a joint venture partner (OVG or its subsidiaries and such joint venture partner(s) being the intended "Arena Operator" for the purposes of this Agreement). OVG and/or the proposed joint venture does not currently hold a property interest in the Site but intends to take a long lease of the part of the Site where the Arena will be located prior to the Commencement of Development. It is intended that such joint venture would then discharge the obligations in this Agreement which are conditional upon Commencement of Development.

D. The Application was submitted to the Council by OVG for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.

E. The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and

the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

F. The Council has determined that the Development in order to comply with the Local Plan requires the Owner to make a financial contribution towards the review and expansion of the existing Residential Parking Zone in the vicinity of the Site; to undertake a scheme of highway improvement measures to existing walking routes; to prepare and implement an event operations management strategy; to prepare and implement plans to encourage the use of local labour during the construction and operational phases of the Development; and to prepare and implement a waste collection scheme.

G. The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.

H. The Council is satisfied that the obligations in this Agreement (unless otherwise stated) are:

(a) necessary to make the Development acceptable in planning terms;

(b) directly related to the Development;

(c) fairly and reasonably related in scale and kind to the Development;

or is satisfied that the obligations will secure other planning benefits.

I. In addition, the Owner has agreed to offer the following obligations: to work with the local community to deliver an inclusive facility and to permit use of the parts of the Arena for community uses in accordance with a community plan; to make an annual donation to local community causes for a period of 9 years from the First Arena Event and to work with the Council to prepare a plan to support the Council's ambitions to bring sports and major events to the Arena. The commitments by the Owner in relation to these obligations are contained in Part 7 of this Agreement and were not taken into account by the Council as material considerations in the determination of the Application.

AGREED TERMS

1. **DEFINITIONS AND INTERPRETATION**

1.1. The following definitions and rules of interpretation set out in this Clause apply to this Agreement:

"Act" the Town and Country Planning Act 1990 as amended;

"Agreed Facilities" the areas known as the Atrium and Canalside as shown for indicative purposes on the plans marked Ancillary Facilities and appended to the Agreement;

"Agreement" this agreement;

"Annual Donation" the sum of £100,000 (one hundred thousand pounds) to be donated by the Owner towards Local Causes;

"Application" the application to which the Council gave the reference 126431/FO/2020 for the erection of a multi-use arena (Use Class D2) with a partially illuminated external facade together with ancillary retail/commercial uses (Classes A1, A3 and A4) with highways, access, servicing, landscaping, public realm and other associated works;

"Arena" the arena forming part of the Development;

"Arena Event" a publicly ticketed event in the main arena bowl forming part of the Development and "Arena Events" shall be construed accordingly;

"Arena Operator" shall mean the operator of the Arena from time to time;

"Arena Site" that part of the Site shown edged red on the plan marked "Arena Site Plan" and appended to the Agreement;

"Coincident Event" events taking place on a Multiple Event Date which the Owner and the Council (in consultation with relevant stakeholders) agree will have material overlapping transport impacts;

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services; service media and utilities diversions; any works pursuant to planning permission reference 127534/FO/2020 (for site investigation and remediation works including trial piling, grouting of coal seams and mineshaft capping and other associated works) shall for the purposes of this Agreement be deemed not to be material operations;

"Community Operations Plan" a 15 (fifteen) year plan for the Community Use of the Agreed Facilities at no rent to the user (save for incidental operating costs) provided that:

(i) such use shall not conflict with the Arena Events;

(ii) such plan shall take into account the access and activities that are planned and to be delivered with the Arena naming rights partner for the local community in order to ensure that the community use is co-ordinated and directed appropriately in

furtherance of the corporate social objectives of the Arena Operator or Owner (as applicable);

(iii) the Owner and/or the Arena Operator shall consult EMAC in preparing the plan;

(iv) and such plan is to include details of the spaces/rooms available for Community Use by reference to floor space and to a plan and the type of events which may take place in the identified spaces/rooms;

"Community Use" use by the local community to include (but shall not be limited to) community, education and training purposes or such other uses which are consistent with the corporate social responsibility objectives of the Arena Operator or Owner (as applicable) and "Community Uses" shall be construed accordingly;

"Completion of Construction" the date upon which a valid certificate of completion shall have been issued in respect of the Development for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same;

"Development" the development to be undertaken on the Site pursuant to the Planning Permission as specified in the Application;

"EMAC" the East Manchester Advisory Committee, which is a committee to be established by the Owner or the Arena Operator in respect of the Arena to promote community benefits in East Manchester, such committee to be comprised of representatives from each of the Owner, the Arena Operator, the Arena naming rights partner, the Council (including the Council's Head of Parks, Leisure, Youth and Events or such successor or replacement role; the relevant Strategic Lead – Neighbourhoods or such successor or replacement role; and members of the Local Wards) and representatives of invited third parties which shall include other local stakeholders;

"Etihad Campus" the land shown on the plan marked "Etihad Campus October 2020" and appended to the Agreement;

"Etihad Stadium" the City of Manchester Stadium at Ashton New Rd, Manchester M11 3FF;

"Event Operations Management Plan" an operations management plan to be prepared in conjunction with the Council, TfGM and other stakeholders as appropriate for mitigating the transport related impacts of Arena Events and Multiple Events/Coincident Events to include:

- Approach to assessing whether a Multiple Event is a Coincident Event based on whether there are likely to be material overlapping transport impacts arising from the events due to the timing, capacity and other factors relating to the Multiple Event;
- Encouragement of use of sustainable transport modes for Arena Events;
- An events coordination strategy with the Etihad Stadium and public transport providers;
- A car parking strategy for managing existing car parking at the Etihad Campus including a monitoring and review mechanism;

- Pick up and drop off management arrangements along Rowsley Street including the use of geofencing where reasonably practicable;
- A scheme outlining how the Arena Operator would engage with the Council and TfGM as appropriate to manage and disperse spectators travelling to and from events at the Etihad Campus, including the management and marshalling of pedestrians at key areas and routes; the use of signage; and adjustments of signal timings at key junctions (including a commitment by the Arena Operator to cover the associated costs of such signal timing adjustments to the extent they relate to Arena Events);
- Measures to ensure, in conjunction with the Council and TfGM as appropriate, the effective operational management of the Gibbon Street/Asda junction;
- Monitoring the use of public transport by visitors to the Development;
- A messaging and communication strategy to promote public transport and measures other than the private car to access the Development (including walking and cycling routes, park and ride, and shuttle bus);
- Measures to monitor and review the effectiveness of the Event Operations Management Plan in achieving the objective of minimising the impact of Arena Events and Coincident Events including reducing dependency on the private car and promoting alternative travel options to the Development;
- A requirement to report to the Council on an annual basis on the number and dates of Coincident Events (as determined in accordance with this plan), the start and end time of such events and a review of the measures implemented pursuant to the Event Operations Management Plan to mitigate the effects of Coincident Events; and
- A process for the Council to require an interim review of the Event Operations Management Plan in any given year in advance of the annual review to consider any material issues arising from Coincident Events which have taken place which merit immediate attention;

"Event Operations Management Monitoring Review" an annual review of the operation of the Event Operations Management Plan which takes into account the information gathered about Arena Events and Coincident Events and which recommends any amendments or additions to the Event Operations Management Plan as necessary;

"Expanded RPZ" the residents' parking zone to be introduced to cover the area shown indicatively on the RPZ Plan and which will align with the existing residents' parking zone associated with the Etihad Campus

"Expanded RPZ Operational Costs" the estimated reasonable and proper cost (to be assessed each year) to the Council of operating the Expanded RPZ for the forthcoming year;

"Expert" a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten years post-qualification experience;

"First Arena Event" the date of the holding of the first event in the main arena bowl forming part of the Development with tickets being on sale to the public;

"Greater Manchester Authorities" the local authorities of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan;

"Greater Manchester Good Employment Charter" the voluntary membership and assessment scheme supported by the Greater Manchester Combined Authority which has been created to help deliver good jobs with opportunities for people to progress and develop, along with a thriving and productive economy (or any replacement of the same);

"Highway Improvement Scheme" a scheme of highway improvement measures to existing walking routes forming part of the highway along Ashton New Road and the City Link Route, including a review of the existing walking routes and outlining specific measures of enhancement and/or improvement in accordance with the Indicative Highway Works, and including an estimated cost of the proposals;

"Indicative Highway Works" the works detailed in the Annex to this Agreement;

"Interest" interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time;

"Interim Scheme" a scheme (including a timetable for implementation) which addresses any previously unforeseen impacts of Arena Events on highway safety and/or pedestrian safety in the vicinity of the Site which are not addressed in the current Event Operations Management Plan, the costs of which are reasonable and proportionate in the context of the impacts it is seeking to alleviate;

"Local Benefit Proposal: Construction" a document demonstrating the Owner's commitment to recruit local labour for the construction phase of the Development, which includes:

(i) Measures to promote recruitment of local people for the duration of the construction of the Development (including apprenticeships) with priority being given to residents of the Local Wards, then to residents of the other Manchester Wards, and then to residents of any of the other Greater Manchester Authorities;

(ii) Mechanisms for the implementation and delivery of these measures; and

(iii) Measures to monitor and review the effectiveness of the measures in achieving the objective of recruiting and supporting local labour objectives during the construction of the Development;

"Local Benefit Proposal: End Use" a document outlining the approach to local recruitment for the end use of the Development, which includes:

(i) Measures to promote recruitment of local people for the end uses of the Development (including apprenticeships) with priority being given to residents of the Local Wards, then to residents of the other Manchester Wards, and then to residents of any of the other Greater Manchester Authorities;

(ii) Mechanisms for the implementation and delivery of these measures; and

(iii) Measures to monitor and review the effectiveness of the measures in achieving the objective of recruiting and supporting local labour objectives for the end uses of the Development;

"Local Causes" means those local community causes identified by EMAC for the Annual Donation to be applied towards in accordance with the objectives of, and in the proportions determined by, EMAC (it being acknowledged that Council members from Local Wards on EMAC shall have a prominent role in the determination of these matters);

"Local Plan" includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Policies and all other relevant strategic planning documents adopted by Manchester City Council;

"Local Wards" the wards of Ancoats & Beswick; Clayton & Openshaw; and Miles Platting & Newton Heath (or such other wards which may be introduced to amend or replace the same and which cover substantially the same area);

"Management Fee" shall mean a one off payment of 15% (fifteen per cent) of the Application fee being £21,383.85 (twenty one thousand three hundred and eight three pounds and eighty five pence) to be used for the purpose of management and monitoring of this Agreement and the planning obligations contained herein;

"Manchester Wards" the wards that comprise the City of Manchester;

"Member" shall have the meaning as defined in the Greater Manchester Good Employment Charter;

"Multiple Events Date" a date on which both an Arena Event and a public event at the Etihad Stadium for which the pitch area and/or seating bowl in the Etihad Stadium will be in use are taking place and "Multiple Events" shall be construed accordingly;

"NPPF" the National Planning Policy Framework issued in in February 2019 (and subsequently updated in June 2019) as may be amended or any replacement of the same;

"Planning Permission" the planning permission to be granted pursuant to the Application;

"Regulations" the Community Infrastructure Levy Regulations 2010 as amended;

"RPZ Plan" the plan appended to the Agreement marked "RPZ Plan";

"RPZ Strategy" a strategy and programme in relation to the design, consultation and implementation of the Expanded RPZ;

"Site" the land described in Schedule 1 and shown for the purposes of identification only edged red on the Site Plan;

"Site Plan" the plan appended to the Agreement marked "Site Plan";

"Sports and Major Events Strategy" a 5 (five) year strategic plan to be progressed jointly by the Owner and/or Arena Operator (as applicable) with the Council and the other key stakeholders in the Etihad Campus following consultation with Sport England and other key stakeholders to explore and support the Council's ambitions to facilitate the hosting of sports and major events at the Arena and (subject to receiving engagement from the other relevant key stakeholders in the Etihad Campus), at the Etihad Campus, provided that such plan shall be subject to and acknowledge and preserve the Arena Operator's and/or the Owner's commercial and operational discretion over Arena Events;

"Supporter" shall have the meaning as defined in the Greater Manchester Good Employment Charter;

"TfGM" Transport for Greater Manchester or any successor or replacement body;

"Waste Collection Scheme" a scheme which shall include, but shall not be limited to, details of:

- The area covered by the scheme;
- A mechanism for street litter clearing to take place within 24 (twenty four) hours of an Arena Event together with associated targets;
- Specified dates and a timetable for the collection of waste;
- Contact details of the person/company employed by the Owner to implement, monitor and manage the scheme; and
- Provision for revision of the scheme (including but not limited to the area covered by the scheme) where targets are not met;

"Working Day" means any day except Saturday Sunday or a bank holiday and reference to "Working Days" shall be construed accordingly.

1.2. The Clause headings do not affect this interpretation.

1.3. Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.

1.4. References to any statute or statutory provision include reference to:

1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.

1.5. Except for the provisions of Clause 9 references to the Site include any part of it.

1.6. References to any party in this Agreement include the successors in title and assigns of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act.

1.7. "Including" means "including, without limitation".

1.8. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

1.9. If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

1.10. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.11. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. **PLANNING OBLIGATION**

2.1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 of the Act or such other enabling powers against the Owner.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of section 106 of the Act, they are entered into pursuant to the other powers identified in clause 2.1.

3. **CONDITION PRECEDENT**

This Agreement is conditional upon the grant of the Planning Permission and

Commencement of Development save for the provisions of Clauses 9, 12, 15, 16, 18, 19 and 20 which shall have immediate effect.

4. **CONDITION SUBSEQUENT**

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5. **THE OWNER'S COVENANTS**

5.1 The Owner on behalf of itself and any person deriving title to any part of the Arena Site from the Owner (save as provided for in clause 5.2) hereby covenants with the Council so as to bind the Arena Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 2 and hereby agrees that the Arena Site shall be subject to the obligations, restrictions and provisions specified herein until such obligations are discharged.

5.2 The parties agree that none of the obligations or requirements in this Agreement shall be enforceable against:

5.2.1 any tenants or occupiers of the individual ancillary retail/commercial/food and beverage units comprised within the Development; and

5.2.2 any statutory undertakers with land or apparatus within the Site held for the purposes of their statutory duties.

6. **THE COUNCIL'S COVENANTS**

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in Schedule 2.

7. **DISPUTE RESOLUTION**

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement, matters of law or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner.

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert within 30 (thirty) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.

7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8. **WAIVER**

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

9. **CHANGE IN OWNERSHIP & LIABILITY**

9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site purchased by reference to a plan. This clause shall not apply to the creation of individual occupational interests covered by clause 5.2.

9.2 No person or party shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the local planning authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

10. **CONSENT OF MORTGAGEE**

The Council and the Owner acknowledge that any future mortgagee of the Site shall not become liable to perform the obligations or incur any liability under this Agreement until such time (if any) as it takes possession of the Site and upon taking possession any future mortgagee shall undertake to perform the obligations of the Owner under this Agreement but only to the extent that the obligations falling to the Owner are outstanding and continue to bind the land over which the future mortgagee has exercised its powers of possession.

11. COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

12. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

12.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.

12.2 For the purpose of noting this Agreement on the titles of the Owner at the Land Registry the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owner's solicitor's completed Land Registry account key number details inserted in the form. The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry.

12.3 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges.

12.4 The costs of registration and cancellation pursuant to clause 0 above shall be met by the Owner if requested by the Council.

13. NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal)) after the date of this Agreement.

14. THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

15. **COMMUNICATION**

Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service:

15.1 To the Council and addressed to the City Solicitor at the Council's address first above written;

15.2 To the Owner at its registered office or such other address as may be notified from time to time; and

15.3 To OVG at its registered office or such other address as may be notified from time to time.

16. **FEES**

16.1 OVG shall pay to the Council on the date hereof its legal fees reasonably and properly incurred in preparation of this Agreement.

16.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.

16.3 OVG shall pay to the Council on the date hereof the Management Fee.

17. **INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date that payment is received.

18. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with English Law.

19. **COMPLETION**

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

20. **COUNTERPART**

20.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

20.2 Transmission of an executed counterpart of this Agreement by email in PDF format by a party to each of the other parties shall take effect as delivery of an executed counterpart of this Agreement.

20.3 Without prejudice to the validity of the Agreement thus made, each of the parties shall provide the Council with the original of such counterpart as soon as reasonably possible thereafter and in any event within 4 weeks of the date of this Agreement.
No counterpart shall be effective until each party to this Agreement has executed and delivered at least one counterpart and that counterpart has been delivered to each of the other parties to this Agreement and acknowledgement of receipt of those counterparts has been received by email from each of the other parties.

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing.

SCHEDULE 1

The Site

Land south Of Sportcity Way, east of Joe Mercer Way, west of Alan Turing Way and north of the Ashton Canal at the Etihad Campus, Manchester and shown for the purposes of identification only edged red on the Site Plan.

SCHEDULE 2

THE PLANNING OBLIGATIONS

PART ONE

GENERAL OBLIGATIONS

The Owner hereby covenants with the Council as follows:

To notify the Council in writing:

1. At least 10 (ten) Working Days in advance of Commencement of Development;
2. Within 5 (five) Working Days following Commencement of Development;
3. At least 28 (twenty eight) Working Days in advance of the anticipated date of Completion of Construction;
4. Within 5 (five) Working Dates following Completion of Construction;
5. At least 6 months in advance of the anticipated date of the First Arena Event;
6. At least 28 (twenty eight) Working Days in advance of the First Arena Event;
7. Within 5 (five) Working Days in advance of the First Arena Event.

The Council hereby covenants with the Owner as follows:

8. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
9. To issue the Planning Permission within 2 (two) Working Days of the date hereof.

PART TWO

RESIDENTS' PARKING ZONE

1. The Owner and the Council covenant with each other to begin consulting with each other to agree the RPZ Strategy on Commencement of Development with the intention that the Expanded RPZ will be brought into effect prior to the First Arena Event.

2. The Council covenants with the Owner to use reasonable endeavours to promote the traffic regulation order(s) required for the delivery and operation of the Expanded RPZ in accordance with the RPZ Strategy provided always that the Council shall not be obliged to make and/or confirm such traffic regulation order(s) owing to matters outside the Council's control.

3. The Owner covenants with the Council to undertake the design, consultation and implementation of the Expanded RPZ and shall be responsible for all reasonable and proper associated costs.

4. The Council covenants with the Owner to establish a project team comprising the relevant officers from the Council's Planning department and Highways department and a representative from the Owner and/or Arena Operator. The project team will meet on a monthly basis (or on such other frequency as may be agreed by the parties to be appropriate in the circumstances) to monitor and review progress of the delivery of the Expanded RPZ, and the Highway Improvement Scheme referred to in Part 3 of this Schedule.

5. Subject to the necessary traffic regulation order(s) being obtained in accordance with this Agreement, the Owner covenants with the Council to implement the Expanded RPZ prior to the First Arena Event and (subject to necessary traffic regulation order(s) being obtained) not to cause or permit the First Arena Event to take place prior to the implementation of the Expanded RPZ.

6. The Council covenants with the Owner to, at least three months prior to the First Arena Event, provide reasonable written details and supporting evidence of the Expanded RPZ Operational Costs for the first year of operation. The Owner covenants with the Council to pay the reasonable and proper Expanded RPZ Operational Costs on a half yearly basis with the first half year payment to be made no later than 5 (five) Working Days prior to the First Arena Event in accordance with the written details provided by the Council.

7. The Council covenants with the Owner to, one month prior to the first anniversary of the First Arena Event and on each subsequent anniversary, provide reasonable written details and supporting evidence of the Expanded RPZ Operational Costs for the year ahead and also confirmation of the actual Expanded RPZ Operational Costs incurred during the preceding 12 month period. Any excess amount due to the Council above the amount already paid by the

Owner will be added to the Expanded RPZ Operational Costs for the year ahead and any overpayment due to the Owner will be deducted from the Expanded RPZ Operational Costs for the year ahead. The Owner covenants with the Council to pay the reasonable and proper Expanded RPZ Operational Costs for the lifetime of the Development (with any excess or deductions based on actual costs to be applied as above) on a half yearly basis with the first payment on the first anniversary of the First Arena Event, and on each subsequent anniversary, in accordance with the reasonable written details and supporting evidence provided by the Council.

PART THREE

HIGHWAY IMPROVEMENT SCHEME

The Owner covenants with the Council as follows:

1. Prior to the First Arena Event and further to the discussions between the Owner and the Council pursuant paragraph 4 of Part 2 to submit the Highway Improvement Scheme to the Council for written approval.

2. To implement the approved Highway Improvement Scheme prior to the First Arena Event and not to cause or permit the First Arena Event to take place until the Highway Improvement Scheme has been implemented.

PART FOUR

EVENT OPERATIONS MANAGEMENT PLAN

The Owner covenants with the Council as follows:

1. Prior to the First Arena Event, to submit the Event Operations Management Plan to the Council for written approval.

2. To implement the approved Event Operations Management Plan from the First Arena Event and to operate the Development in accordance with the approved Event Operations Management Plan.

3. On the first anniversary of the First Arena Event and thereafter on each anniversary of the First Arena Event, to submit the Event Operations Management Monitoring Review to the Council. In the event that the Event Operations Management Monitoring Review recommends any amendments or additions to the Event Operations Management Plan, such amendments and additions shall be submitted to the Council in draft for the Council's written approval. In the event that amendments or additions to the Event Operations Management Plan are agreed, the Owner covenants with the Council to implement the amended Event Operations Management Plan.

4. To submit an Interim Scheme to the Council for written approval within 1 (one) month (or such longer reasonable period as may be agreed by the parties) of a written request of the Council where the Council is of the reasonable opinion that an Arena Event causes (or has caused) previously unforeseeable pedestrian or highway safety concerns which are materially detrimental to highway and/or pedestrian safety in the vicinity of the Site and which must be addressed in advance of the next Event Operations Management Monitoring Review. Any dispute over the need for an Interim Scheme or the nature of an Interim Scheme may be referred by either party to the Expert in accordance with clause 7.

5. In the event that an Interim Scheme is requested and approved in accordance with Paragraph 4 of this Part, to implement the Interim Scheme in accordance with the timetable contained in such scheme and to incorporate into the next annual review of the Event Operations Management Plan.

PART FIVE

LOCAL LABOUR OBLIGATIONS

The Owner covenants with the Council as follows:

1. Prior to the Commencement of Development, to submit the Local Benefit Proposal: Construction to the Council for its written approval.

2. To implement the approved Local Benefit Proposal: Construction as part of the construction phase of the Development.

3. Within one calendar month prior to Completion of Construction, to submit a detailed written report which considers the outcomes of the Local Benefit Proposal: Construction to the Council.

4. Three months prior to the First Arena Event, to submit the Local Benefit Proposal: End Use to the Council for its written approval.

5. To operate the Development in accordance with the Local Benefit Proposal: End Use.

6. On the first anniversary of the First Arena Event, and on each subsequent anniversary, to submit a report on the effectiveness of the Local Benefit Proposal: End Use and an updated Local Benefit Proposal: End Use (if appropriate) to the Council within 1 (one) month of the relevant anniversary. In the event that updates to the Local Benefit Proposal: End Use are agreed, to implement the revised Local Benefit Proposal: End Use.

7. As soon as reasonably practicable after Commencement of Development, to apply to be a Supporter of the Greater Manchester Good Employment Charter. Prior to the First Arena Event to apply to be a Member of the Greater Manchester Good Employment Charter. Once Member status has been obtained, to use reasonable endeavours to retain this status.

8. It is agreed by the Council and the Owner that the covenants contained in this Part Five shall:

   (a) be subject to any domestic or international laws relating to employment and procurement; and

   (b) not restrict the Owner's legal right to employ or use whichever staff, employees, contractors, sub-contractors or agents from whatever location it considers to be the most suitable to be employed or used at or in connection with the construction, use and/or operation of the Development provided always that it has implemented the Local Benefit Proposal: Construction and the Local Benefit Proposal: End Use (as appropriate).

PART SIX

COLLECTION OF WASTE

The Owner covenants with the Council as follows:

1. Prior to the First Arena Event, to submit the Waste Collection Scheme to the Council for approval.

2. To implement the approved Waste Collection Scheme from the date of the First Arena Event for the lifetime of the Development.

PART SEVEN

MISCELLANEOUS

COMMUNITY OPERATIONS PLAN

The Owner covenants with the Council as follows:

1. Within 6 (six) months of the Commencement of Development it shall establish EMAC.

2. Prior to the First Arena Event, to submit the Community Operations Plan to the Council for written approval.

3. From the First Arena Event to make available the Agreed Facilities in accordance with the Community Operations Plan.

4. On the first anniversary of the First Arena Event, and on each subsequent anniversary until the fifteenth anniversary of the First Arena Event, to submit a report on the effectiveness of the Community Operations Plan (having consulted with EMAC in the preparation of the report) to the Council and (if appropriate) to submit an updated Community Operations Plan to the Council for written approval within 1 (one) month of the relevant anniversary. In the event that updates to the Community Operations Plan are agreed, to implement the revised Community Operations Plan.

SPORTS AND MAJOR EVENTS STRATEGY

The Owner covenants with the Council as follows:

5. Prior to the First Arena Event, to prepare the Sports and Major Events Strategy and thereafter to work with the Council to implement the Sports and Major Events Strategy.

6. On the fifth anniversary of the First Arena Event, to submit a report to the Council on the effectiveness of the Sports and Major Events Strategy and proposals for continuing the Sports and Major Events Strategy with updates as appropriate to the Council within 1 (one) months of the fifth anniversary for the Council's written approval and thereafter to implement any agreed extension to the agreed strategy.

ANNUAL DONATION

7. From the date of the First Arena Event, and on each anniversary of the First Arena Event up to and including the 9th (ninth) anniversary, the Owner shall make the Annual Donation to the Council to be held in a designated account or through alternative arrangements which may be agreed by the Owner and the Council in the future. The Annual Donation shall be distributed to Local Causes in accordance with the directions of EMAC.

8. Prior to the 9th (ninth) anniversary of the First Arena Event the Owner and the Council will consult through the EMAC on the extent (if any) of continued provision by the Owner of the Annual Donation for distribution to Local Causes beyond the 9th (ninth) anniversary of the First Arena Event.

ANNEX

INDICATIVE HIGHWAY WORKS

1. The Indicative Highway Works shall include (but shall not be limited to) the works below but only to the extent such works can be undertaken in the highway or land within the Site which is within the control of the Owner:

Ashton New Road Route

1.1. Paint, graphics and lighting on lamp posts to create markers which clearly designate routes, give information about walking distances and promote active travel.

1.2. Locally reconfigure pavement / lane relationship at current pavement 'pinch point' adjacent to the existing railway bridge.

1.3. Reinforce walking route markings and declutter the area where the route crosses Metrolink tracks.

1.4. Install signage at Great Ancoats Street to better signal walking and cycling routes between the city centre and the Etihad Campus.

1.5. Trim back low branches on trees along route to improve visibility below tree canopies and actively support future annual maintenance regime in conjunction with relevant stakeholders.

1.6. Tactile paving and dropped kerbs where necessary and appropriate.

City Link Route

1.7. Paint, graphics and lighting on lamp posts to create markers which clearly designate routes, give information about walking distances and promote active travel.

1.8. Install signage at Ashton New Road to better signal walking and cycling routes between the city centre and the Etihad Campus.

1.9. Install localised fencing, as necessary, to close off hiding places adjacent to bridge abutments.

1.10. Local repairs, as necessary, to existing side fences.

1.11. Re-paint existing side fences.

1.12. Art / Lighting improvements where route passes beneath railway bridges.

1.13. Remove scrub and vegetation beneath existing trees to improve sightlines and attractiveness of route and actively support future maintenance in conjunction with relevant stakeholders.

1.14. Groundcover and wildflower planting beneath trees to improve ecology and attractiveness of route.

1.15. In consultation with TfGM, agree and implement a scheme of modifications to the existing Metrolink barriers on edge of City Square in order to visually open up City Link entrance from Campus.

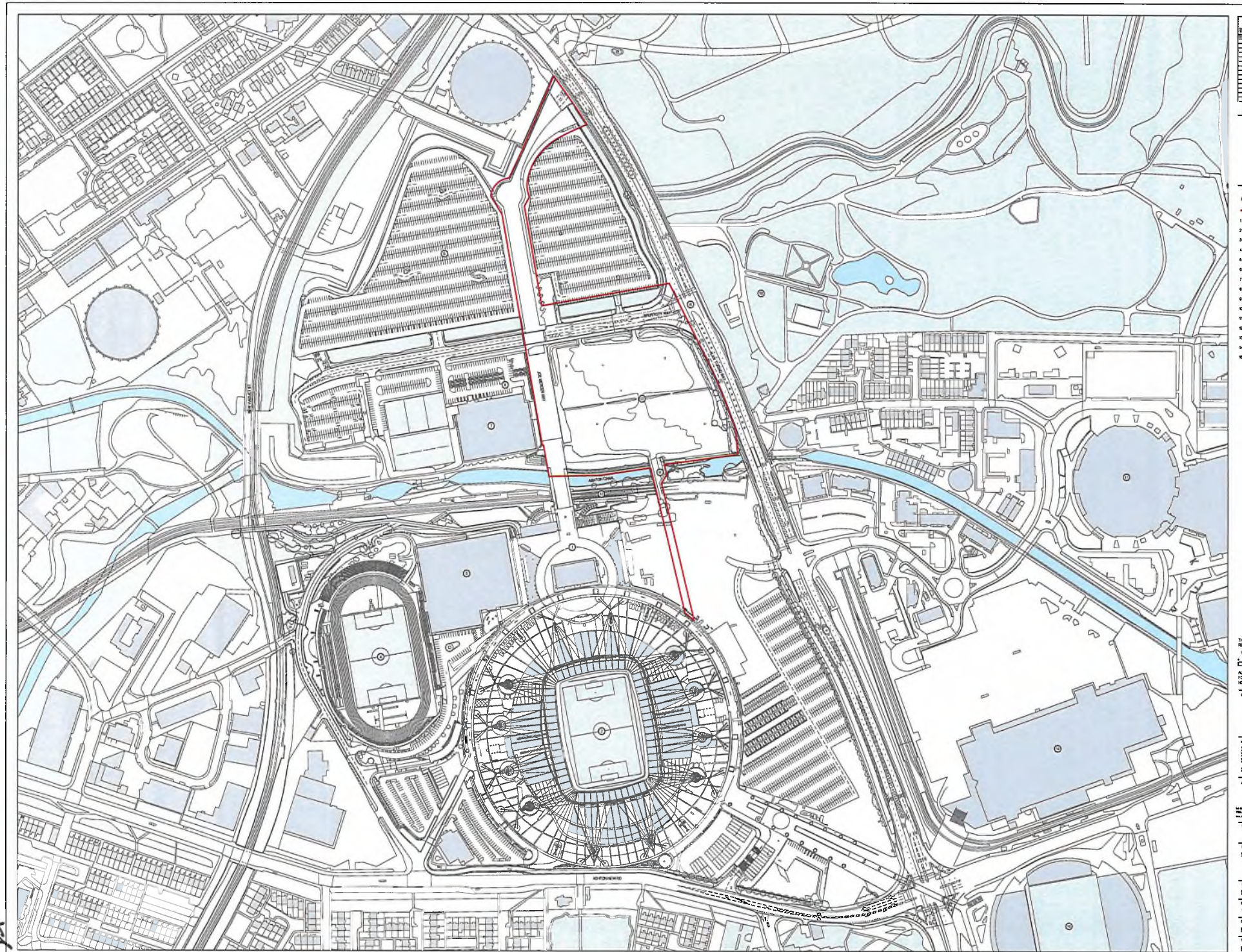
1.16. Dropped kerbs and tactile paving where necessary and appropriate.

The cost of the Indicative Highway Works shall not exceed a maximum of £250,000 (two hundred and fifty thousand pounds).

APPENDIX

PLANS

Site Plan



REVISIONS		
REV	DATE	DESCRIPTION
00	14.02.2020	PLANNING

KEY

PLANNING APPLICATION BOUNDARY

1 ETIHAD CAMPUS
2 ETIHAD STADIUM
3 NATIONAL SQUASH CENTRE
4 MANCHESTER REGIONAL ARENA
5 CAR PARK
6 CHARGING STATION
7 MANCHESTER TENNIS AND FOOTBALL CENTRE
8 ALAN TURING WAY
9 FORGE LANE BRIDGE
10 PHILIPS PARK
11 NATIONAL CYCLING CENTRE
12 PROPOSED SITE
13 TRAM STATION
14 EASTLAND SUPERCENTRE
15 CITY FOOTBALL ACADEMY

THIS DRAWING IS ONLY TO SCALE IF IT IS REPRODUCED AT THE CORRECT PAPER SIZE

ALL INTERNAL LAYOUTS AND USES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT FOR DETERMINATION

CLIENT

OVG International

© COPYRIGHT ALL RIGHTS RESERVED

THE USE OF COPYRIGHT AND CONTENT OF REPRODUCED DOCUMENTS IS ANY FORM OR BY ANY MEANS INCLUDING ELECTRONIC OR MECHANICAL MEANS INCLUDING PHOTOCOPYING OR RECORDING OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF POPULOUS. ANY UNAUTHORISED USE OF THIS DRAWING MAY RESULT IN LEGAL ACTION BEING TAKEN BY THE COPYRIGHT OWNER FOR ANY DAMAGES AND/OR AN INJUNCTION TO PREVENT FURTHER USE.

ALL DIMENSIONS & PROPORTIONS TO BE CHECKED ON SITE BEFORE MANUFACTURE OR CONSTRUCTION

ARCHITECT

POPULOUS

10 ALBANY COURT | EDGWARE ROAD | LONDON | NW9 6NU | UNITED KINGDOM
TELEPHONE +44 (0)20 8904 7000 FACSIMILE +44 (0)20 8905 8175
ALL CORRESPONDENCE & SPECIFICATIONS PROPERTY OF POPULOUS. COPYRIGHT © POPULOUS 2020

PROJECT NAME

OVG MANCHESTER

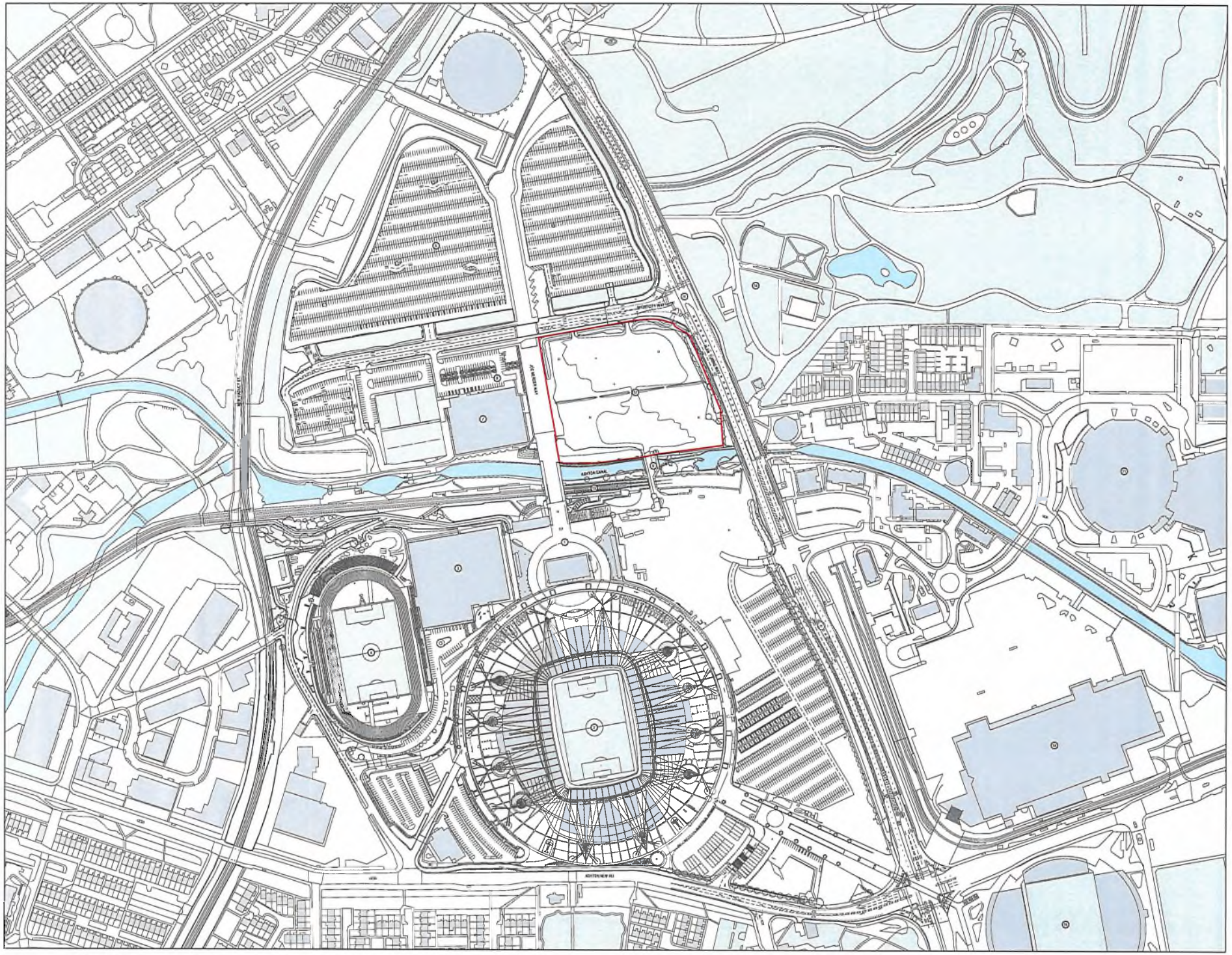
DRAWING TITLE

SITE - EXISTING LOCATION PLAN

STATUS			PROJECT No.
PLANNING			4933
DATE	SCALE		SIZE
14/02/2020	1 : 1250		A0
DRAWN	CHECKED	APPROVED	
MC	PG	DS	

PROJECT	ORIGIN	ZONE	LEVEL	TYPE	ROLE	DRAWING	REV
BRA-POP-	XX-	XX-	DR-	A-		0600	00

Arena Site Plan



REVISIONS		
REV.	DATE	DESCRIPTION
P1	22.10.2020	Issued for Client Review

KEY PLAN

KEY

SECTION 106 = ARENA SITE

1 ETIHAD CAMPUS
2 ETIHAD STADIUM
3 NATIONAL SQUASH CENTRE
4 MANCHESTER REGIONAL ARENA
5 CAR PARK
6 CHARGING STATION
7 MANCHESTER TENNIS AND FOOTBALL CENTRE
8 ALAN TURING WAY
9 FORGE LANE BRIDGE
10 PHILIPS PARK
11 NATIONAL CYCLING CENTRE
12 PROPOSED SITE
13 TRAM STATION
14 EASTLANDS SUPERCENTRE
15 CITY FOOTBALL ACADEMY

NOTE - THIS DRAWING IS NOT ORIGINAL POPULOUS CONTENT

SURVEY INFORMATION HAS BEEN PROVIDED BY CLIENT TEAM

THIS DRAWING IS ONLY TO SCALE IF IT IS REPRODUCED AT THE CORRECT PAPER SIZE

ALL INTERNAL LAYOUTS AND USES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT FOR DETERMINATION

CLIENT

OVG International

© COPYRIGHT AND DISCLAIMER

THIS DRAWING IS COPYRIGHT AND CANNOT BE REPRODUCED OR ISSUED IN ANY FORM OR BY ANY MEANS ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING OR OTHERWISE, INCLUDING THIS CONDITION, WITHOUT THE WRITTEN PERMISSION OF POPULOUS. POPULOUS GRANTS NO LICENCE OR RIGHT TO USE THIS DRAWING OR THE COPYRIGHT CONTAINED IN IT. WE RESERVE THE RIGHT TO BE IDENTIFIED AS THE AUTHOR OF THIS DRAWING WHENEVER IT IS PUBLISHED OR REPRODUCED.

ANY COPYING, REPRODUCTION, PUBLICATION, TRANSFER, SALE OR ALL DEALINGS OF ANY KIND WITHOUT OUR PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED AND MAY RESULT IN LEGAL ACTION BEING TAKEN AGAINST YOU.

ARCHITECT

POPULOUS

10 ELAND COURT | 20 DEAN ROAD | LONDON | NW10 2XA | UNITED KINGDOM
TELEPHONE +44 (0)20 8870 1266 FACSIMILE +44 (0)20 8870 7126
EMAIL INFO@POPULOUS.COM

PROJECT NAME

OVG MANCHESTER

DRAWING TITLE

Section 106 – Arena Site Plan

STATUS	PROJECT No.
PLANNING	4933
DATE	SCALE @ SIZE
22/10/20	1 : 1250 A0

DRAWN	CHECKED	APPROVED
GK	PG	DS

PROJECT	ORIGIN	ZONE	LEVEL	TYPE	ROLE	DRAWING	REV
BRA-POP-	XX-	XX-	DR-	A-		0675	00

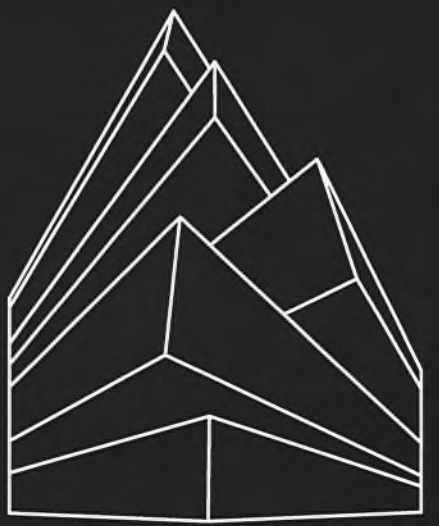
Ancillary Facilities Plans

OVG

OAK VIEW GROUP

OVG MANCHESTER
ANCILLARY FACILITIES

© 2020 POPULOUS

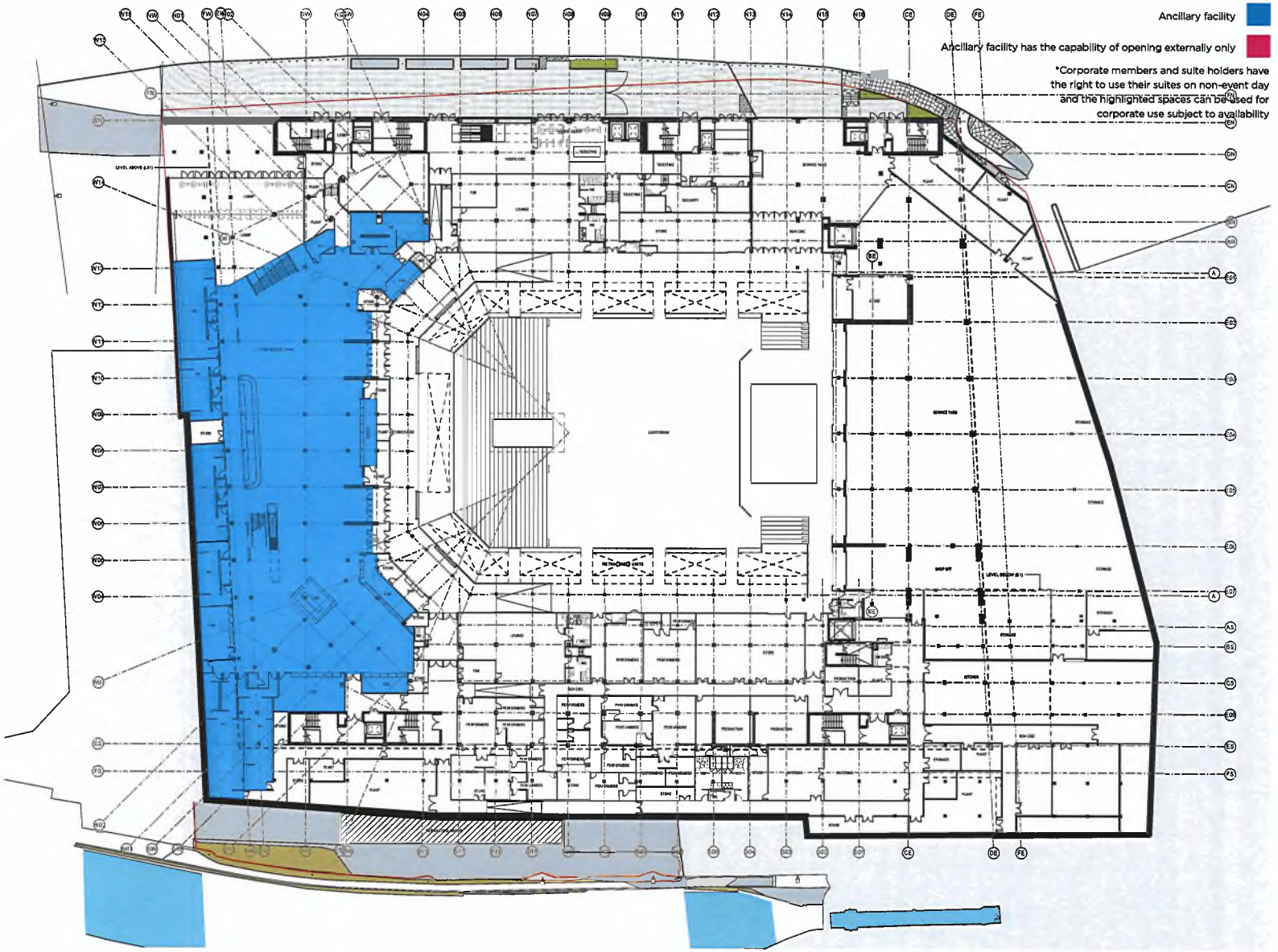


OVG MANCHESTER

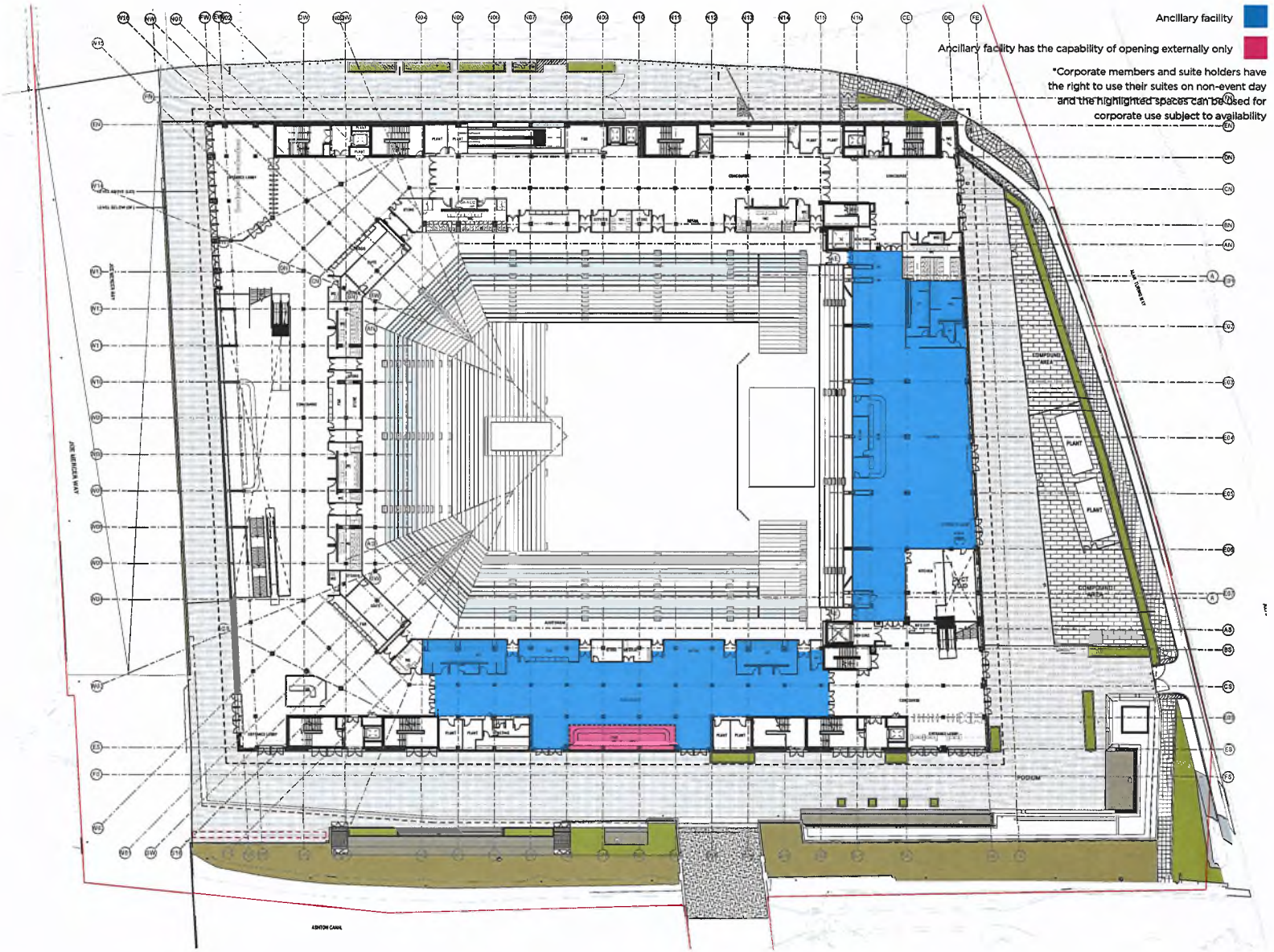
28.07.2020

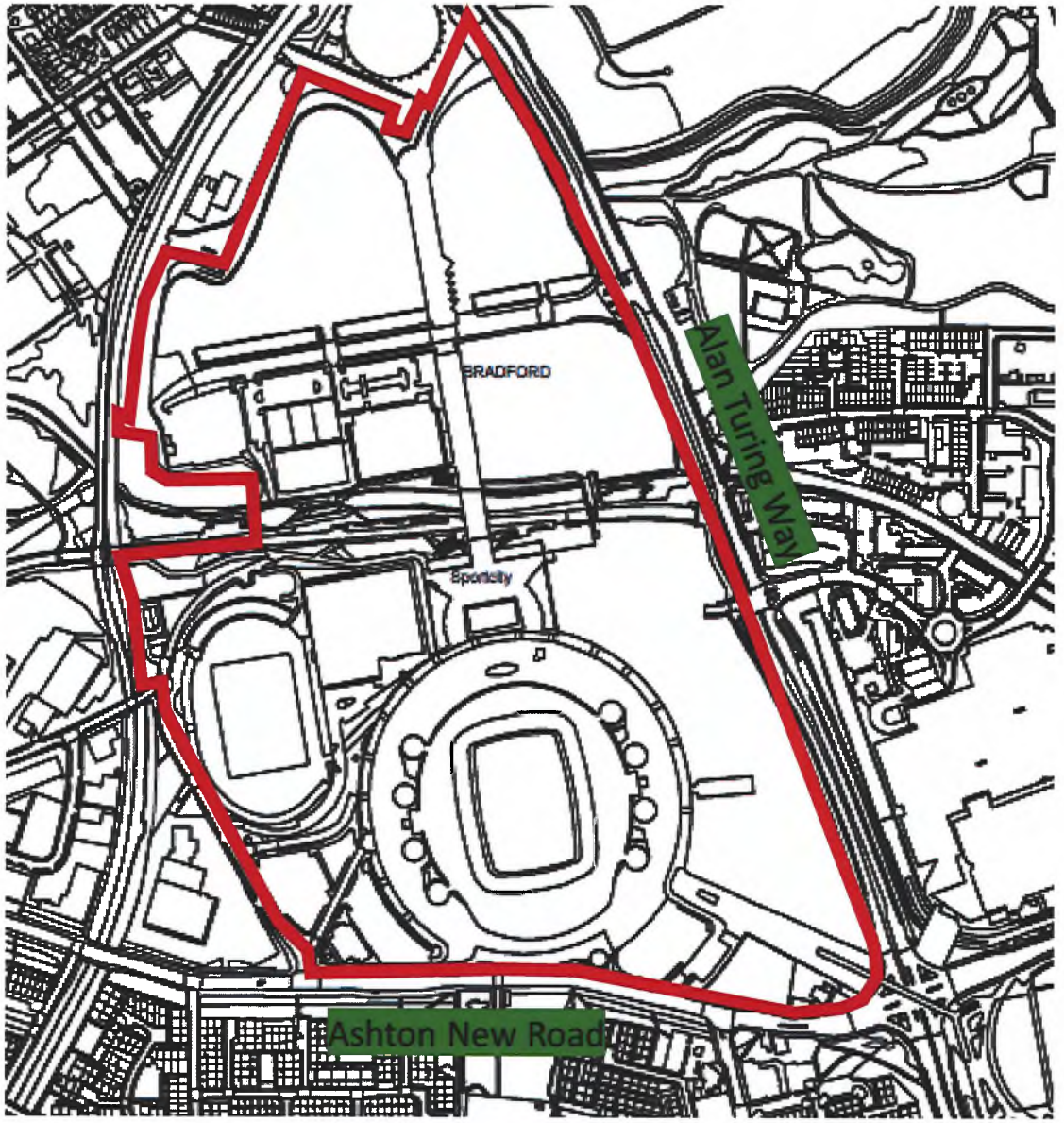
POPULOUS

Level 00 - Ancillary Facilities - Base Atrium



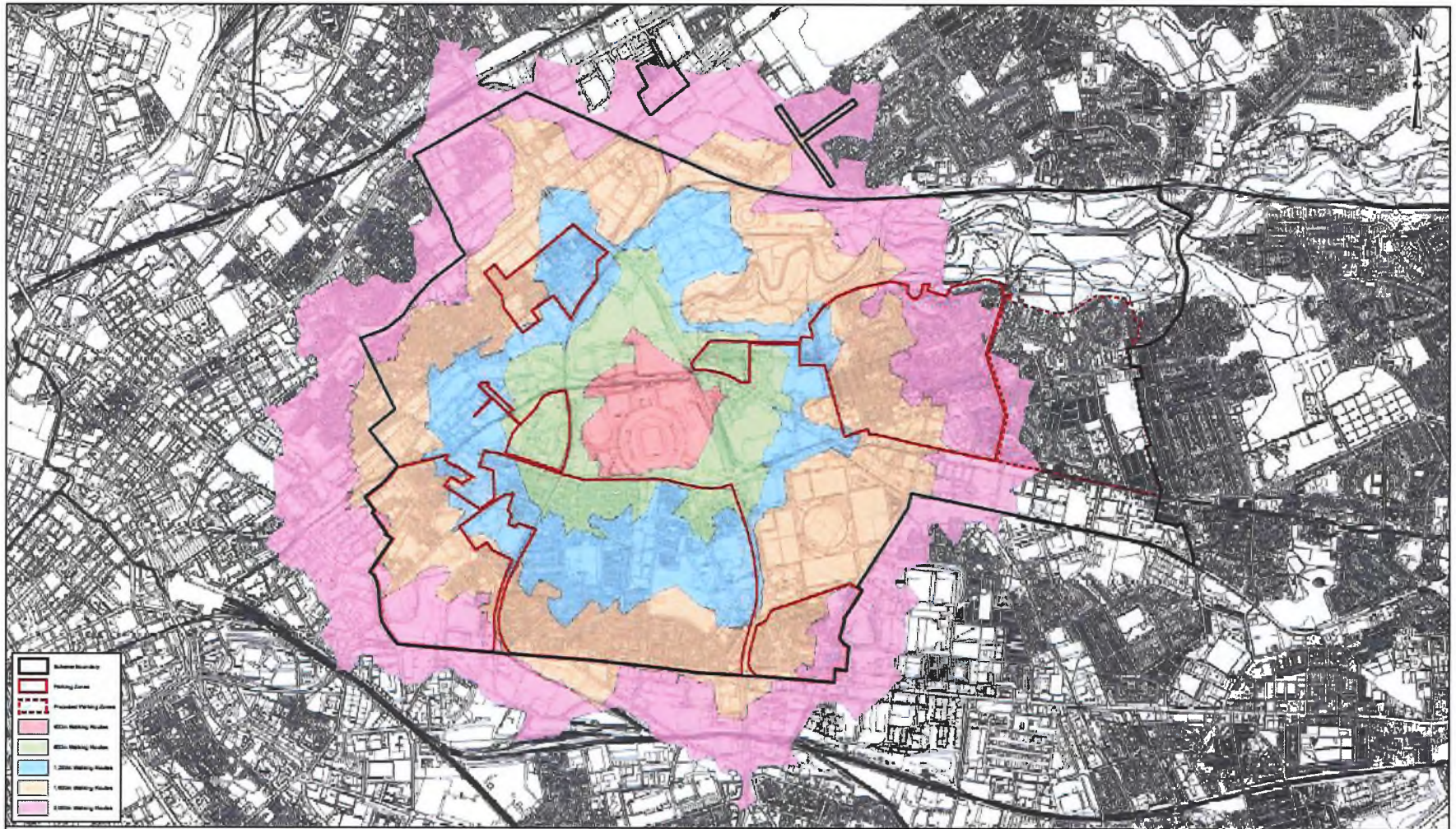
Level 01 - Ancillary Facilities - Backstage Club + Canalside





Etihad Campus
October 2020

RPZ Plan



A1 Scale 1:7,500

PLAN FOR IDENTIFICATION PURPOSES ONLY

Development Team
Growth & Development Directorate
P.O. Box 532
Manchester M60 2LA

MANCHESTER CITY COUNCIL

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

Authorised Signatory

EXECUTED AS A DEED (but not delivered until the date hereof) by **EASTLAND DEVELOPMENT COMPANY LIMITED** acting by a director and the company Secretary or by two directors or by a director in the presence of a witness)

Direct [redacted]

FERRAN SORIANO COMPTE

Director / Secretary

Witness Signature [redacted]

Name Ellie Horsfield

Address C/O CFA HQ, 400 Ashton new road Manchester, M11 4TP

Occupation PA to the Chief football operating Officer

EXECUTED AS A DEED (but not delivered)

until the date hereof) by)

OVG MANCHESTER LIMITED)

acting by .....)

in the presence of a witness

Director

Witness Attestation (to be initialled): *I confirm that I was physically present when ..... executed this Deed*

Name of Witness

Signature of Witness

Address

Occupation

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

DATED 23 October 2020

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

EASTLANDS DEVELOPMENT COMPANY LIMITED

– and –

OVG MANCHESTER LIMITED

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended), section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011

relating to land south of Sportcity Way, east of Joe Mercer Way, west of Alan Turing Way and north of the Ashton Canal at the Etihad Campus in the City of Manchester

---

City Solicitor

Manchester City Council

P O Box 532

Town Hall

Albert Square

Manchester

M60 2LA

STA/EVD3001/3785

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

THIS AGREEMENT is made the 23rd day of October 2020

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (**"the Council"**);

(2) **EASTLANDS DEVELOPMENT COMPANY LIMITED** (incorporated in England with company number 08109383) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF (**"the Owner"**); and

(3) **OVG MANCHESTER LIMITED** (incorporated in England with company number 12482660) whose registered office is at 55 New Bond Street, London W1S 1DG (**"OVG"**).

BACKGROUND

A. The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Council is also the freehold owner of that part of the Site registered at the Land Registry with title absolute under title numbers GM696156, GM696158 and GM816963 together with but subject to all matters contained or referred to in the title registers thereunder. The Development will be carried out on the Site.

B. The Owner is the leasehold owner of that part of the Site registered at the Land Registry with title absolute under title number MAN226013 together with but subject to all matters contained or referred to in the title register thereunder.

C. OVG submitted the Application to the Council and intends to carry out the Development and operate the arena forming the Development with a joint venture partner (OVG or its subsidiaries and such joint venture partner(s) being the intended "Arena Operator" for the purposes of this Agreement). OVG and/or the proposed joint venture does not currently hold a property interest in the Site but intends to take a long lease of the part of the Site where the Arena will be located prior to the Commencement of Development. It is intended that such joint venture would then discharge the obligations in this Agreement which are conditional upon Commencement of Development.

D. The Application was submitted to the Council by OVG for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.

E. The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and

the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

F. The Council has determined that the Development in order to comply with the Local Plan requires the Owner to make a financial contribution towards the review and expansion of the existing Residential Parking Zone in the vicinity of the Site; to undertake a scheme of highway improvement measures to existing walking routes; to prepare and implement an event operations management strategy; to prepare and implement plans to encourage the use of local labour during the construction and operational phases of the Development; and to prepare and implement a waste collection scheme.

G. The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.

H. The Council is satisfied that the obligations in this Agreement (unless otherwise stated) are:

(a) necessary to make the Development acceptable in planning terms;

(b) directly related to the Development;

(c) fairly and reasonably related in scale and kind to the Development;

or is satisfied that the obligations will secure other planning benefits.

I. In addition, the Owner has agreed to offer the following obligations: to work with the local community to deliver an inclusive facility and to permit use of the parts of the Arena for community uses in accordance with a community plan; to make an annual donation to local community causes for a period of 9 years from the First Arena Event and to work with the Council to prepare a plan to support the Council's ambitions to bring sports and major events to the Arena. The commitments by the Owner in relation to these obligations are contained in Part 7 of this Agreement and were not taken into account by the Council as material considerations in the determination of the Application.

AGREED TERMS

1. **DEFINITIONS AND INTERPRETATION**

1.1. The following definitions and rules of interpretation set out in this Clause apply to this Agreement:

"Act" the Town and Country Planning Act 1990 as amended;

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

"Agreed Facilities" the areas known as the Atrium and Canalside as shown for indicative purposes on the plans marked Ancillary Facilities and appended to the Agreement;

"Agreement" this agreement;

"Annual Donation" the sum of £100,000 (one hundred thousand pounds) to be donated by the Owner towards Local Causes;

"Application" the application to which the Council gave the reference 126431/FO/2020 for the erection of a multi-use arena (Use Class D2) with a partially illuminated external facade together with ancillary retail/commercial uses (Classes A1, A3 and A4) with highways, access, servicing, landscaping, public realm and other associated works;

"Arena" the arena forming part of the Development;

"Arena Event" a publicly ticketed event in the main arena bowl forming part of the Development and "Arena Events" shall be construed accordingly;

"Arena Operator" shall mean the operator of the Arena from time to time;

"Arena Site" that part of the Site shown edged red on the plan marked "Arena Site Plan" and appended to the Agreement;

"Coincident Event" events taking place on a Multiple Event Date which the Owner and the Council (in consultation with relevant stakeholders) agree will have material overlapping transport impacts;

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services; service media and utilities diversions; any works pursuant to planning permission reference 127534/FO/2020 (for site investigation and remediation works including trial piling, grouting of coal seams and mineshaft capping and other associated works) shall for the purposes of this Agreement be deemed not to be material operations;

"Community Operations Plan" a 15 (fifteen) year plan for the Community Use of the Agreed Facilities at no rent to the user (save for incidental operating costs) provided that:

(i) such use shall not conflict with the Arena Events;

(ii) such plan shall take into account the access and activities that are planned and to be delivered with the Arena naming rights partner for the local community in order to ensure that the community use is co-ordinated and directed appropriately in

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

furtherance of the corporate social objectives of the Arena Operator or Owner (as applicable);

(iii) the Owner and/or the Arena Operator shall consult EMAC in preparing the plan;

(iv) and such plan is to include details of the spaces/rooms available for Community Use by reference to floor space and to a plan and the type of events which may take place in the identified spaces/rooms;

"Community Use" use by the local community to include (but shall not be limited to) community, education and training purposes or such other uses which are consistent with the corporate social responsibility objectives of the Arena Operator or Owner (as applicable) and "Community Uses" shall be construed accordingly;

"Completion of Construction" the date upon which a valid certificate of completion shall have been issued in respect of the Development for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same;

"Development" the development to be undertaken on the Site pursuant to the Planning Permission as specified in the Application;

"**EMAC"** the East Manchester Advisory Committee, which is a committee to be established by the Owner or the Arena Operator in respect of the Arena to promote community benefits in East Manchester, such committee to be comprised of representatives from each of the Owner, the Arena Operator, the Arena naming rights partner, the Council (including the Council's Head of Parks, Leisure, Youth and Events or such successor or replacement role; the relevant Strategic Lead – Neighbourhoods or such successor or replacement role; and members of the Local Wards) and representatives of invited third parties which shall include other local stakeholders;

"Etihad Campus" the land shown on the plan marked "Etihad Campus October 2020" and appended to the Agreement;

"Etihad Stadium" the City of Manchester Stadium at Ashton New Rd, Manchester M11 3FF;

"Event Operations Management Plan" an operations management plan to be prepared in conjunction with the Council, TfGM and other stakeholders as appropriate for mitigating the transport related impacts of Arena Events and Multiple Events/Coincident Events to include:

- Approach to assessing whether a Multiple Event is a Coincident Event based on whether there are likely to be material overlapping transport impacts arising from the events due to the timing, capacity and other factors relating to the Multiple Event;
- Encouragement of use of sustainable transport modes for Arena Events;
- An events coordination strategy with the Etihad Stadium and public transport providers;
- A car parking strategy for managing existing car parking at the Etihad Campus including a monitoring and review mechanism;

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

- Pick up and drop off management arrangements along Rowsley Street including the use of geofencing where reasonably practicable;
- A scheme outlining how the Arena Operator would engage with the Council and TfGM as appropriate to manage and disperse spectators travelling to and from events at the Etihad Campus, including the management and marshalling of pedestrians at key areas and routes; the use of signage; and adjustments of signal timings at key junctions (including a commitment by the Arena Operator to cover the associated costs of such signal timing adjustments to the extent they relate to Arena Events);
- Measures to ensure, in conjunction with the Council and TfGM as appropriate, the effective operational management of the Gibbon Street/Asda junction;
- Monitoring the use of public transport by visitors to the Development;
- A messaging and communication strategy to promote public transport and measures other than the private car to access the Development (including walking and cycling routes, park and ride, and shuttle bus);
- Measures to monitor and review the effectiveness of the Event Operations Management Plan in achieving the objective of minimising the impact of Arena Events and Coincident Events including reducing dependency on the private car and promoting alternative travel options to the Development;
- A requirement to report to the Council on an annual basis on the number and dates of Coincident Events (as determined in accordance with this plan), the start and end time of such events and a review of the measures implemented pursuant to the Event Operations Management Plan to mitigate the effects of Coincident Events; and
- A process for the Council to require an interim review of the Event Operations Management Plan in any given year in advance of the annual review to consider any material issues arising from Coincident Events which have taken place which merit immediate attention;

"Event Operations Management Monitoring Review" an annual review of the operation of the Event Operations Management Plan which takes into account the information gathered about Arena Events and Coincident Events and which recommends any amendments or additions to the Event Operations Management Plan as necessary;

"Expanded RPZ" the residents' parking zone to be introduced to cover the area shown indicatively on the RPZ Plan and which will align with the existing residents' parking zone associated with the Etihad Campus

"Expanded RPZ Operational Costs" the estimated reasonable and proper cost (to be assessed each year) to the Council of operating the Expanded RPZ for the forthcoming year;

"Expert" a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten years post-qualification experience;

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

"First Arena Event" the date of the holding of the first event in the main arena bowl forming part of the Development with tickets being on sale to the public;

"Greater Manchester Authorities" the local authorities of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan;

"Greater Manchester Good Employment Charter" the voluntary membership and assessment scheme supported by the Greater Manchester Combined Authority which has been created to help deliver good jobs with opportunities for people to progress and develop, along with a thriving and productive economy (or any replacement of the same);

"Highway Improvement Scheme" a scheme of highway improvement measures to existing walking routes forming part of the highway along Ashton New Road and the City Link Route, including a review of the existing walking routes and outlining specific measures of enhancement and/or improvement in accordance with the Indicative Highway Works, and including an estimated cost of the proposals;

"Indicative Highway Works" the works detailed in the Annex to this Agreement;

"Interest" interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time;

"Interim Scheme" a scheme (including a timetable for implementation) which addresses any previously unforeseen impacts of Arena Events on highway safety and/or pedestrian safety in the vicinity of the Site which are not addressed in the current Event Operations Management Plan, the costs of which are reasonable and proportionate in the context of the impacts it is seeking to alleviate;

"Local Benefit Proposal: Construction" a document demonstrating the Owner's commitment to recruit local labour for the construction phase of the Development, which includes:

(i) Measures to promote recruitment of local people for the duration of the construction of the Development (including apprenticeships) with priority being given to residents of the Local Wards, then to residents of the other Manchester Wards, and then to residents of any of the other Greater Manchester Authorities;

(ii) Mechanisms for the implementation and delivery of these measures; and

(iii) Measures to monitor and review the effectiveness of the measures in achieving the objective of recruiting and supporting local labour objectives during the construction of the Development;

"Local Benefit Proposal: End Use" a document outlining the approach to local recruitment for the end use of the Development, which includes:

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

(i) Measures to promote recruitment of local people for the end uses of the Development (including apprenticeships) with priority being given to residents of the Local Wards, then to residents of the other Manchester Wards, and then to residents of any of the other Greater Manchester Authorities;

(ii) Mechanisms for the implementation and delivery of these measures; and

(iii) Measures to monitor and review the effectiveness of the measures in achieving the objective of recruiting and supporting local labour objectives for the end uses of the Development;

"Local Causes" means those local community causes identified by EMAC for the Annual Donation to be applied towards in accordance with the objectives of, and in the proportions determined by, EMAC (it being acknowledged that Council members from Local Wards on EMAC shall have a prominent role in the determination of these matters);

"Local Plan" includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Policies and all other relevant strategic planning documents adopted by Manchester City Council;

"Local Wards" the wards of Ancoats & Beswick; Clayton & Openshaw; and Miles Platting & Newton Heath (or such other wards which may be introduced to amend or replace the same and which cover substantially the same area);

"Management Fee" shall mean a one off payment of 15% (fifteen per cent) of the Application fee being £21,383.85 (twenty one thousand three hundred and eight three pounds and eighty five pence) to be used for the purpose of management and monitoring of this Agreement and the planning obligations contained herein;

"Manchester Wards" the wards that comprise the City of Manchester;

"Member" shall have the meaning as defined in the Greater Manchester Good Employment Charter;

"Multiple Events Date" a date on which both an Arena Event and a public event at the Etihad Stadium for which the pitch area and/or seating bowl in the Etihad Stadium will be in use are taking place and "Multiple Events" shall be construed accordingly;

"NPPF" the National Planning Policy Framework issued in in February 2019 (and subsequently updated in June 2019) as may be amended or any replacement of the same;

"Planning Permission" the planning permission to be granted pursuant to the Application;

"Regulations" the Community Infrastructure Levy Regulations 2010 as amended;

"RPZ Plan" the plan appended to the Agreement marked "RPZ Plan";

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

"RPZ Strategy" a strategy and programme in relation to the design, consultation and implementation of the Expanded RPZ;

"Site" the land described in Schedule 1 and shown for the purposes of identification only edged red on the Site Plan;

"Site Plan" the plan appended to the Agreement marked "Site Plan";

"Sports and Major Events Strategy" a 5 (five) year strategic plan to be progressed jointly by the Owner and/or Arena Operator (as applicable) with the Council and the other key stakeholders in the Etihad Campus following consultation with Sport England and other key stakeholders to explore and support the Council's ambitions to facilitate the hosting of sports and major events at the Arena and (subject to receiving engagement from the other relevant key stakeholders in the Etihad Campus), at the Etihad Campus, provided that such plan shall be subject to and acknowledge and preserve the Arena Operator's and/or the Owner's commercial and operational discretion over Arena Events;

"Supporter" shall have the meaning as defined in the Greater Manchester Good Employment Charter;

"TfGM" Transport for Greater Manchester or any successor or replacement body;

"Waste Collection Scheme" a scheme which shall include, but shall not be limited to, details of:

- The area covered by the scheme;
- A mechanism for street litter clearing to take place within 24 (twenty four) hours of an Arena Event together with associated targets;
- Specified dates and a timetable for the collection of waste;
- Contact details of the person/company employed by the Owner to implement, monitor and manage the scheme; and
- Provision for revision of the scheme (including but not limited to the area covered by the scheme) where targets are not met;

"Working Day" means any day except Saturday Sunday or a bank holiday and reference to "Working Days" shall be construed accordingly.

1.2. The Clause headings do not affect this interpretation.

1.3. Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.

1.4. References to any statute or statutory provision include reference to:

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.

1.5. Except for the provisions of Clause 9 references to the Site include any part of it.

1.6. References to any party in this Agreement include the successors in title and assigns of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act.

1.7. "Including" means "including, without limitation".

1.8. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

1.9. If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

1.10. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.11. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. **PLANNING OBLIGATION**

2.1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 of the Act or such other enabling powers against the Owner.

2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of section 106 of the Act, they are entered into pursuant to the other powers identified in clause 2.1.

3. **CONDITION PRECEDENT**

This Agreement is conditional upon the grant of the Planning Permission and

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

Commencement of Development save for the provisions of Clauses 9, 12, 15, 16, 18, 19 and 20 which shall have immediate effect.

4. **CONDITION SUBSEQUENT**

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5. **THE OWNER'S COVENANTS**

5.1 The Owner on behalf of itself and any person deriving title to any part of the Arena Site from the Owner (save as provided for in clause 5.2) hereby covenants with the Council so as to bind the Arena Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 2 and hereby agrees that the Arena Site shall be subject to the obligations, restrictions and provisions specified herein until such obligations are discharged.

5.2 The parties agree that none of the obligations or requirements in this Agreement shall be enforceable against:

5.2.1 any tenants or occupiers of the individual ancillary retail/commercial/food and beverage units comprised within the Development; and

5.2.2 any statutory undertakers with land or apparatus within the Site held for the purposes of their statutory duties.

6. **THE COUNCIL'S COVENANTS**

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in Schedule 2.

7. **DISPUTE RESOLUTION**

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement, matters of law or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert within 30 (thirty) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.

7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8. **WAIVER**

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

9. **CHANGE IN OWNERSHIP & LIABILITY**

9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site purchased by reference to a plan. This clause shall not apply to the creation of individual occupational interests covered by clause 5.2.

9.2 No person or party shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the local planning authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

10. **CONSENT OF MORTGAGEE**

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

The Council and the Owner acknowledge that any future mortgagee of the Site shall not become liable to perform the obligations or incur any liability under this Agreement until such time (if any) as it takes possession of the Site and upon taking possession any future mortgagee shall undertake to perform the obligations of the Owner under this Agreement but only to the extent that the obligations falling to the Owner are outstanding and continue to bind the land over which the future mortgagee has exercised its powers of possession.

11. **COUNCIL'S CONSENT OR APPROVAL**

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

12. **LOCAL LAND CHARGE AND LAND REGISTRY ENTRY**

12.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.

12.2 For the purpose of noting this Agreement on the titles of the Owner at the Land Registry the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owner's solicitor's completed Land Registry account key number details inserted in the form. The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry.

12.3 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges.

12.4 The costs of registration and cancellation pursuant to clause 0 above shall be met by the Owner if requested by the Council.

13. **NON-PROHIBITION ON DEVELOPMENT**

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal)) after the date of this Agreement.

14. **THE CONTRACTS ACT**

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

15. **COMMUNICATION**

Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service:

15.1 To the Council and addressed to the City Solicitor at the Council's address first above written;

15.2 To the Owner at its registered office or such other address as may be notified from time to time; and

15.3 To OVG at its registered office or such other address as may be notified from time to time.

16. **FEES**

16.1 OVG shall pay to the Council on the date hereof its legal fees reasonably and properly incurred in preparation of this Agreement.

16.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.

16.3 OVG shall pay to the Council on the date hereof the Management Fee.

17. **INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date that payment is received.

18. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with English Law.

19. **COMPLETION**

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

20. **COUNTERPART**

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

20.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

20.2 Transmission of an executed counterpart of this Agreement by email in PDF format by a party to each of the other parties shall take effect as delivery of an executed counterpart of this Agreement.

20.3 Without prejudice to the validity of the Agreement thus made, each of the parties shall provide the Council with the original of such counterpart as soon as reasonably possible thereafter and in any event within 4 weeks of the date of this Agreement.
No counterpart shall be effective until each party to this Agreement has executed and delivered at least one counterpart and that counterpart has been delivered to each of the other parties to this Agreement and acknowledgement of receipt of those counterparts has been received by email from each of the other parties.

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

SCHEDULE 1

The Site

Land south Of Sportcity Way, east of Joe Mercer Way, west of Alan Turing Way and north of the Ashton Canal at the Etihad Campus, Manchester and shown for the purposes of identification only edged red on the Site Plan.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

SCHEDULE 2

THE PLANNING OBLIGATIONS

PART ONE

GENERAL OBLIGATIONS

The Owner hereby covenants with the Council as follows:

To notify the Council in writing:

1. At least 10 (ten) Working Days in advance of Commencement of Development;
2. Within 5 (five) Working Days following Commencement of Development;
3. At least 28 (twenty eight) Working Days in advance of the anticipated date of Completion of Construction;
4. Within 5 (five) Working Dates following Completion of Construction;
5. At least 6 months in advance of the anticipated date of the First Arena Event;
6. At least 28 (twenty eight) Working Days in advance of the First Arena Event;
7. Within 5 (five) Working Days in advance of the First Arena Event.

The Council hereby covenants with the Owner as follows:

8. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
9. To issue the Planning Permission within 2 (two) Working Days of the date hereof.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

PART TWO

RESIDENTS' PARKING ZONE

1. The Owner and the Council covenant with each other to begin consulting with each other to agree the RPZ Strategy on Commencement of Development with the intention that the Expanded RPZ will be brought into effect prior to the First Arena Event.

2. The Council covenants with the Owner to use reasonable endeavours to promote the traffic regulation order(s) required for the delivery and operation of the Expanded RPZ in accordance with the RPZ Strategy provided always that the Council shall not be obliged to make and/or confirm such traffic regulation order(s) owing to matters outside the Council's control.

3. The Owner covenants with the Council to undertake the design, consultation and implementation of the Expanded RPZ and shall be responsible for all reasonable and proper associated costs.

4. The Council covenants with the Owner to establish a project team comprising the relevant officers from the Council's Planning department and Highways department and a representative from the Owner and/or Arena Operator. The project team will meet on a monthly basis (or on such other frequency as may be agreed by the parties to be appropriate in the circumstances) to monitor and review progress of the delivery of the Expanded RPZ, and the Highway Improvement Scheme referred to in Part 3 of this Schedule.

5. Subject to the necessary traffic regulation order(s) being obtained in accordance with this Agreement, the Owner covenants with the Council to implement the Expanded RPZ prior to the First Arena Event and (subject to necessary traffic regulation order(s) being obtained) not to cause or permit the First Arena Event to take place prior to the implementation of the Expanded RPZ.

6. The Council covenants with the Owner to, at least three months prior to the First Arena Event, provide reasonable written details and supporting evidence of the Expanded RPZ Operational Costs for the first year of operation. The Owner covenants with the Council to pay the reasonable and proper Expanded RPZ Operational Costs on a half yearly basis with the first half year payment to be made no later than 5 (five) Working Days prior to the First Arena Event in accordance with the written details provided by the Council.

7. The Council covenants with the Owner to, one month prior to the first anniversary of the First Arena Event and on each subsequent anniversary, provide reasonable written details and supporting evidence of the Expanded RPZ Operational Costs for the year ahead and also confirmation of the actual Expanded RPZ Operational Costs incurred during the preceding 12 month period. Any excess amount due to the Council above the amount already paid by the

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

Owner will be added to the Expanded RPZ Operational Costs for the year ahead and any overpayment due to the Owner will be deducted from the Expanded RPZ Operational Costs for the year ahead. The Owner covenants with the Council to pay the reasonable and proper Expanded RPZ Operational Costs for the lifetime of the Development (with any excess or deductions based on actual costs to be applied as above) on a half yearly basis with the first payment on the first anniversary of the First Arena Event, and on each subsequent anniversary, in accordance with the reasonable written details and supporting evidence provided by the Council.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

PART THREE

HIGHWAY IMPROVEMENT SCHEME

The Owner covenants with the Council as follows:

1. Prior to the First Arena Event and further to the discussions between the Owner and the Council pursuant paragraph 4 of Part 2 to submit the Highway Improvement Scheme to the Council for written approval.

2. To implement the approved Highway Improvement Scheme prior to the First Arena Event and not to cause or permit the First Arena Event to take place until the Highway Improvement Scheme has been implemented.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

PART FOUR

EVENT OPERATIONS MANAGEMENT PLAN

The Owner covenants with the Council as follows:

1. Prior to the First Arena Event, to submit the Event Operations Management Plan to the Council for written approval.

2. To implement the approved Event Operations Management Plan from the First Arena Event and to operate the Development in accordance with the approved Event Operations Management Plan.

3. On the first anniversary of the First Arena Event and thereafter on each anniversary of the First Arena Event, to submit the Event Operations Management Monitoring Review to the Council. In the event that the Event Operations Management Monitoring Review recommends any amendments or additions to the Event Operations Management Plan, such amendments and additions shall be submitted to the Council in draft for the Council's written approval. In the event that amendments or additions to the Event Operations Management Plan are agreed, the Owner covenants with the Council to implement the amended Event Operations Management Plan.

4. To submit an Interim Scheme to the Council for written approval within 1 (one) month (or such longer reasonable period as may be agreed by the parties) of a written request of the Council where the Council is of the reasonable opinion that an Arena Event causes (or has caused) previously unforeseeable pedestrian or highway safety concerns which are materially detrimental to highway and/or pedestrian safety in the vicinity of the Site and which must be addressed in advance of the next Event Operations Management Monitoring Review. Any dispute over the need for an Interim Scheme or the nature of an Interim Scheme may be referred by either party to the Expert in accordance with clause 7.

5. In the event that an Interim Scheme is requested and approved in accordance with Paragraph 4 of this Part, to implement the Interim Scheme in accordance with the timetable contained in such scheme and to incorporate into the next annual review of the Event Operations Management Plan.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

PART FIVE

LOCAL LABOUR OBLIGATIONS

The Owner covenants with the Council as follows:

1. Prior to the Commencement of Development, to submit the Local Benefit Proposal: Construction to the Council for its written approval.

2. To implement the approved Local Benefit Proposal: Construction as part of the construction phase of the Development.

3. Within one calendar month prior to Completion of Construction, to submit a detailed written report which considers the outcomes of the Local Benefit Proposal: Construction to the Council.

4. Three months prior to the First Arena Event, to submit the Local Benefit Proposal: End Use to the Council for its written approval.

5. To operate the Development in accordance with the Local Benefit Proposal: End Use.

6. On the first anniversary of the First Arena Event, and on each subsequent anniversary, to submit a report on the effectiveness of the Local Benefit Proposal: End Use and an updated Local Benefit Proposal: End Use (if appropriate) to the Council within 1 (one) month of the relevant anniversary. In the event that updates to the Local Benefit Proposal: End Use are agreed, to implement the revised Local Benefit Proposal: End Use.

7. As soon as reasonably practicable after Commencement of Development, to apply to be a Supporter of the Greater Manchester Good Employment Charter. Prior to the First Arena Event to apply to be a Member of the Greater Manchester Good Employment Charter. Once Member status has been obtained, to use reasonable endeavours to retain this status.

8. It is agreed by the Council and the Owner that the covenants contained in this Part Five shall:

   (a) be subject to any domestic or international laws relating to employment and procurement; and

   (b) not restrict the Owner's legal right to employ or use whichever staff, employees, contractors, sub-contractors or agents from whatever location it considers to be the most suitable to be employed or used at or in connection with the construction, use and/or operation of the Development provided always that it has implemented the Local Benefit Proposal: Construction and the Local Benefit Proposal: End Use (as appropriate).

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

PART SIX

COLLECTION OF WASTE

The Owner covenants with the Council as follows:

1. Prior to the First Arena Event, to submit the Waste Collection Scheme to the Council for approval.

2. To implement the approved Waste Collection Scheme from the date of the First Arena Event for the lifetime of the Development**.**

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

PART SEVEN

MISCELLANEOUS

COMMUNITY OPERATIONS PLAN

The Owner covenants with the Council as follows:

1. Within 6 (six) months of the Commencement of Development it shall establish EMAC.

2. Prior to the First Arena Event, to submit the Community Operations Plan to the Council for written approval.

3. From the First Arena Event to make available the Agreed Facilities in accordance with the Community Operations Plan.

4. On the first anniversary of the First Arena Event, and on each subsequent anniversary until the fifteenth anniversary of the First Arena Event, to submit a report on the effectiveness of the Community Operations Plan (having consulted with EMAC in the preparation of the report) to the Council and (if appropriate) to submit an updated Community Operations Plan to the Council for written approval within 1 (one) month of the relevant anniversary. In the event that updates to the Community Operations Plan are agreed, to implement the revised Community Operations Plan.

SPORTS AND MAJOR EVENTS STRATEGY

The Owner covenants with the Council as follows:

5. Prior to the First Arena Event, to prepare the Sports and Major Events Strategy and thereafter to work with the Council to implement the Sports and Major Events Strategy.

6. On the fifth anniversary of the First Arena Event, to submit a report to the Council on the effectiveness of the Sports and Major Events Strategy and proposals for continuing the Sports and Major Events Strategy with updates as appropriate to the Council within 1 (one) months of the fifth anniversary for the Council's written approval and thereafter to implement any agreed extension to the agreed strategy.

ANNUAL DONATION

7. From the date of the First Arena Event, and on each anniversary of the First Arena Event up to and including the 9th (ninth) anniversary, the Owner shall make the Annual Donation to the Council to be held in a designated account or through alternative arrangements which may be agreed by the Owner and the Council in the future. The Annual Donation shall be distributed to Local Causes in accordance with the directions of EMAC.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

8. Prior to the 9th (ninth) anniversary of the First Arena Event the Owner and the Council will consult through the EMAC on the extent (if any) of continued provision by the Owner of the Annual Donation for distribution to Local Causes beyond the 9th (ninth) anniversary of the First Arena Event.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

ANNEX

INDICATIVE HIGHWAY WORKS

1. The Indicative Highway Works shall include (but shall not be limited to) the works below but only to the extent such works can be undertaken in the highway or land within the Site which is within the control of the Owner:

Ashton New Road Route

1.1. Paint, graphics and lighting on lamp posts to create markers which clearly designate routes, give information about walking distances and promote active travel.

1.2. Locally reconfigure pavement / lane relationship at current pavement 'pinch point' adjacent to the existing railway bridge.

1.3. Reinforce walking route markings and declutter the area where the route crosses Metrolink tracks.

1.4. Install signage at Great Ancoats Street to better signal walking and cycling routes between the city centre and the Etihad Campus.

1.5. Trim back low branches on trees along route to improve visibility below tree canopies and actively support future annual maintenance regime in conjunction with relevant stakeholders.

1.6. Tactile paving and dropped kerbs where necessary and appropriate.

City Link Route

1.7. Paint, graphics and lighting on lamp posts to create markers which clearly designate routes, give information about walking distances and promote active travel.

1.8. Install signage at Ashton New Road to better signal walking and cycling routes between the city centre and the Etihad Campus.

1.9. Install localised fencing, as necessary, to close off hiding places adjacent to bridge abutments.

1.10. Local repairs, as necessary, to existing side fences.

1.11. Re-paint existing side fences.

1.12. Art / Lighting improvements where route passes beneath railway bridges.

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

1.13. Remove scrub and vegetation beneath existing trees to improve sightlines and attractiveness of route and actively support future maintenance in conjunction with relevant stakeholders.

1.14. Groundcover and wildflower planting beneath trees to improve ecology and attractiveness of route.

1.15. In consultation with TfGM, agree and implement a scheme of modifications to the existing Metrolink barriers on edge of City Square in order to visually open up City Link entrance from Campus.

1.16. Dropped kerbs and tactile paving where necessary and appropriate.

The cost of the Indicative Highway Works shall not exceed a maximum of £250,000 (two hundred and fifty thousand pounds).

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

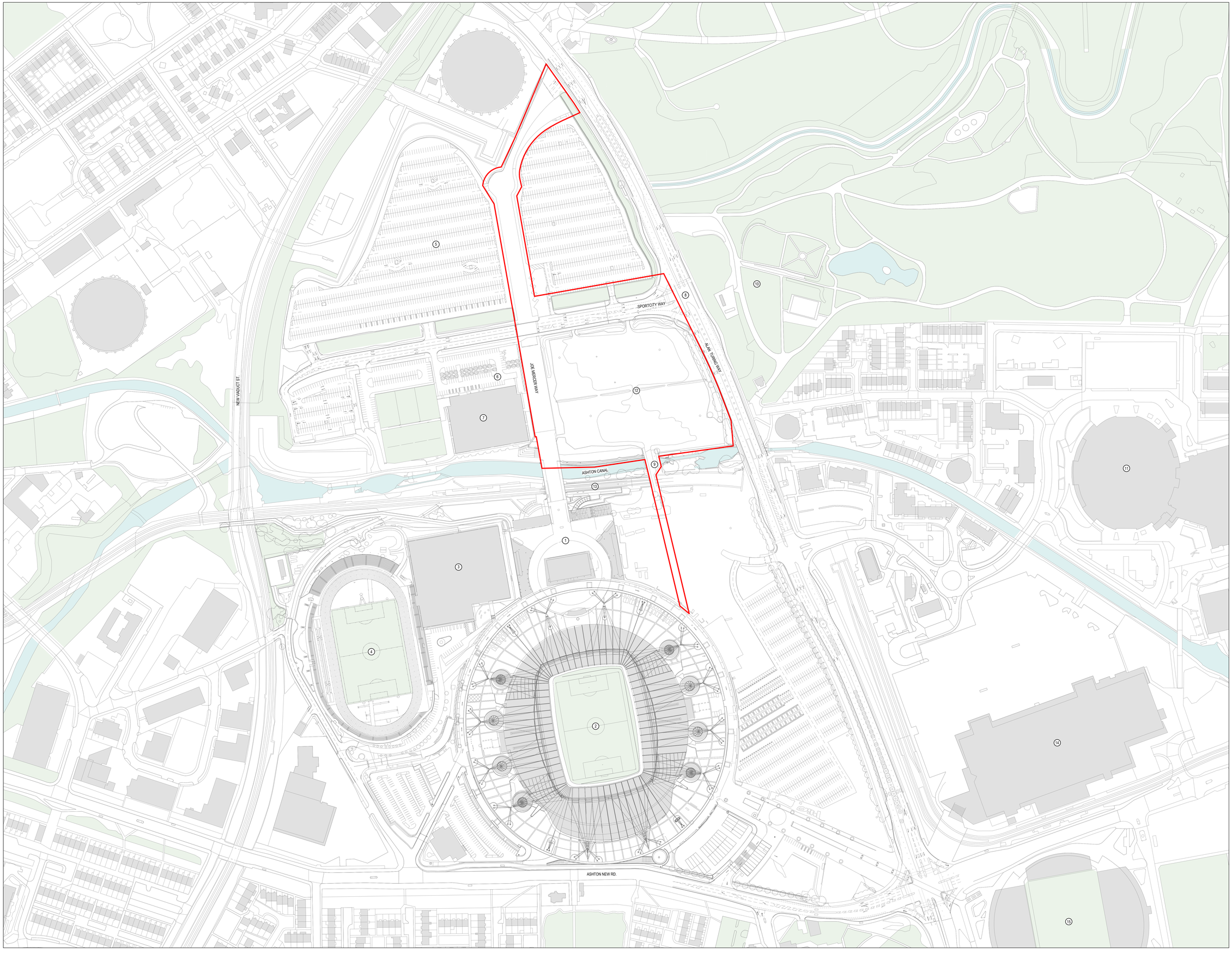
APPENDIX

PLANS

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

Site Plan

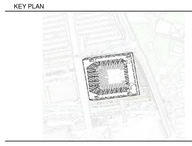
DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F8B758E65



REVISIONS

REV	DATE	DESCRIPTION
00	14.02.2020	PLANNING

KEY PLAN



KEY

PLANNING APPLICATION BOUNDARY

1. ETIHAD CAMPUS
2. ETIHAD STADIUM
3. NATIONAL SQUASH CENTRE
4. MANCHESTER REGIONAL ARENA
5. CAR PARK
6. CHARGING STATION
7. MANCHESTER TENNIS AND FOOTBALL CENTRE
8. ALAN TURING WAY
9. FORGE LANE BRIDGE
10. PHILIPS PARK
11. NATIONAL CYCLING CENTRE
12. PROPOSED SITE
13. TRAM STATION
14. EASTLANDS SUPERCENTRE
15. CITY FOOTBALL ACADEMY

DS
FB

THIS DRAWING IS ONLY TO SCALE IF IT IS REPRODUCED AT THE CORRECT PAPER SIZE

1:1250@A0

0 25 50 100 m

ALL INTERNAL LAYOUTS AND USES ARE SHOWN FOR ILLUSTRATIVE PORPOSES ONLY AND ARE NOT FOR DETERMINATION

CLIENT

OVG International

© COPYRIGHT. ALL RIGHTS RESERVED

THIS WORK IS COPYRIGHT AND CANNOT BE REPRODUCED OR COPIED IN ANY FORM OR BY ANY OTHER MEANS (GRAPHIC, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING) WITHOUT THE WRITTEN PERMISSION OF POPULOUS ANY LICENSE, EXPRESS OR IMPLIED, TO USE THIS DOCUMENT FOR ANY PURPOSE WHATSOEVER IS RESTRICTED TO THE TERMS OF THE AGREEMENT OR IMPLIED AGREEMENT BETWEEN POPULOUS AND THE INSTRUCTING PARTY.

USE FIGURED DIMENSIONS IN PREFERENCE TO SCALED. CHECK ALL DIMENSIONS ON SITE BEFORE FABRICATION OR SETTING OUT

ARCHITECT

POPULOUS®

14 BLADES COURT | DEODAR ROAD | LONDON | SW15 2NU | UNITED KINGDOM
TELEPHONE +44 (0)20 8874 7666 FACSIMILE +44 (0)20 8874 7470

ALL PRODUCTION & INTELLECTUAL PROPERTY RIGHTS RESERVED © POPULOUS 2009

PROJECT NAME

OVG MANCHESTER

DRAWING TITLE

SITE - EXISTING LOCATION PLAN

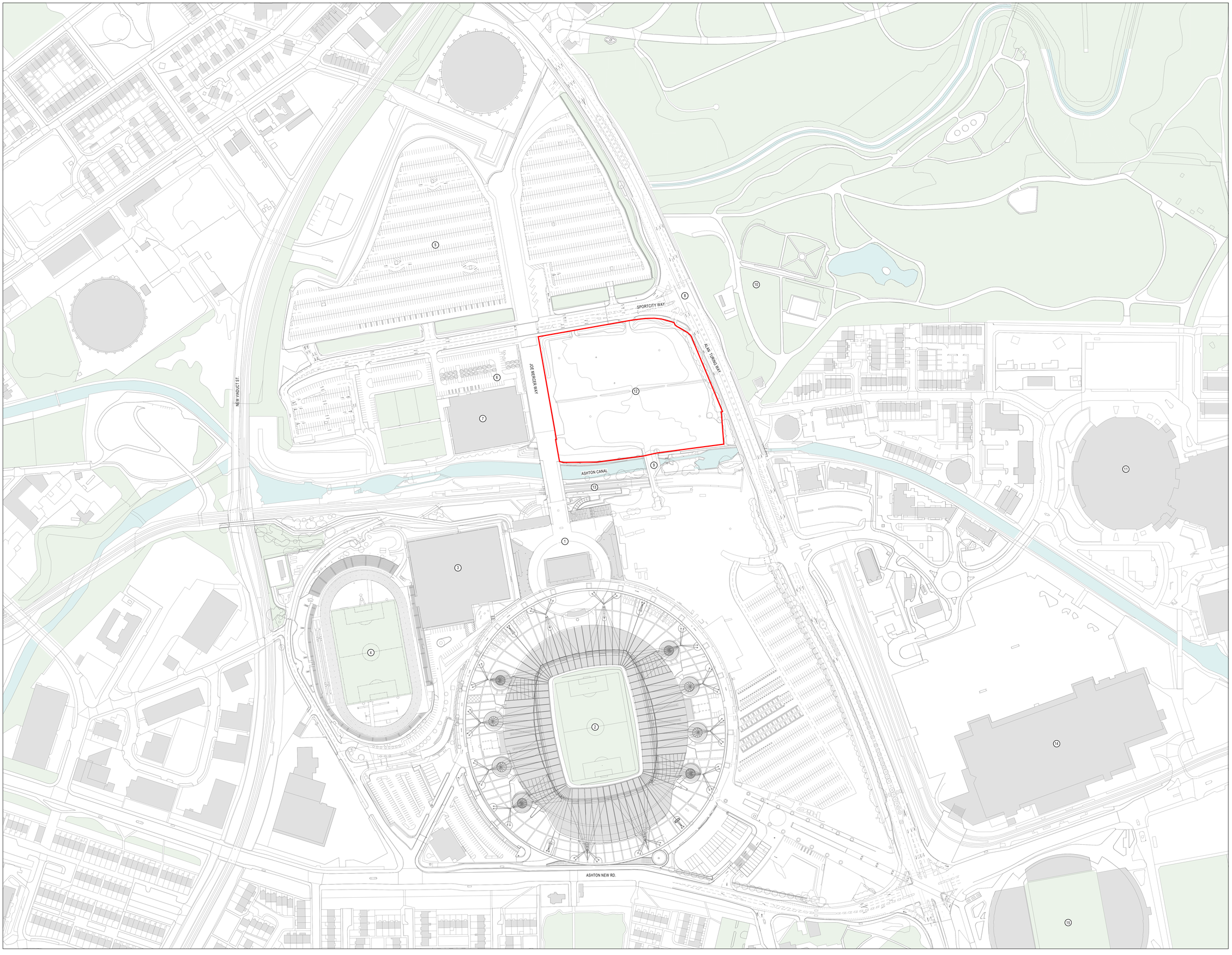
STATUS			PROJECT No.
PLANNING			4933
DATE		SCALE	SIZE
14/02/2020		1 : 1250	A0
DRAWN	CHECKED	APPROVED	
MC	PG	DS	

PROJECT	ORIGIN	ZONE	LEVEL	TYPE	ROLE	DRAWING	REV
BRA	POP	XX	XX	DR	A	0600	00

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

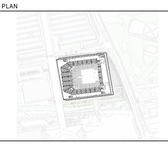
Arena Site Plan

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F8B758E65



REVISIONS		
REV	DATE	DESCRIPTION
00	22.10.2020	Issue for Section 106

KEY PLAN



KEY

SECTION 106 – ARENA SITE

1. ETIHAD CAMPUS
2. ETIHAD STADIUM
3. NATIONAL SQUASH CENTRE
4. MANCHESTER REGIONAL ARENA
5. CAR PARK
6. CHARGING STATION
7. MANCHESTER TENNIS AND FOOTBALL CENTRE
8. ALAN TURING WAY
9. FORGE LANE BRIDGE
10. PHILIPS PARK
11. NATIONAL CYCLING CENTRE
12. PROPOSED SITE
13. TRAM STATION
14. EASTLANDS SUPERCENTRE
15. CITY FOOTBALL ACADEMY

08
FB

NOTE - THIS DRAWINGS IS NOT ORIGINAL POPULOUS CONTENT

SURVEY INFORMATION HAS BEEN PROVIDED BY CLIENT TEAM

THIS DRAWING IS ONLY TO SCALE IF IT IS REPRODUCED AT THE CORRECT PAPER SIZE

1:1250@A0

0 25 50 100 m

ALL INTERNAL LAYOUTS AND USES ARE SHOWN FOR ILLUSTRATIVE PORPOSES ONLY AND ARE NOT FOR DETERMINATION

CLIENT

OVG International

© COPYRIGHT. ALL RIGHTS RESERVED

THIS WORK IS COPYRIGHT AND CANNOT BE REPRODUCED OR COPIED IN ANY FORM OR BY ANY OTHER MEANS (GRAPHIC, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING) WITHOUT THE WRITTEN PERMISSION OF POPULOUS ANY LICENSE, EXPRESS OR IMPLIED, TO USE THIS DOCUMENT FOR ANY PURPOSE WHATSOEVER IS STRICTLY SUBJECT TO THE TERMS OF THE AGREEMENT OR IMPLIED AGREEMENT BETWEEN POPULOUS AND THE INSTRUCTING PARTY.

USE FIGURED DIMENSIONS IN PREFERENCE TO SCALED. CHECK ALL DIMENSIONS ON SITE BEFORE FABRICATION OR SETTING OUT

ARCHITECT

POPULOUS©

14 BLADES COURT | DEODAR ROAD | LONDON | SW15 2NU | UNITED KINGDOM
TELEPHONE +44 (0)20 8874 7666 FACSIMILE +44 (0)20 8874 7470

ALL PRODUCTION & INTELLECTUAL PROPERTY RIGHTS RESERVED © POPULOUS 2009

PROJECT NAME

OVG MANCHESTER

DRAWING TITLE

Section 106 – Arena Site Plan

STATUS	PROJECT No.
PLANNING	4933

DATE	SCALE	SIZE
22/10/20	1 : 1250	A0

DRAWN	CHECKED	APPROVED
GK	PG	DS

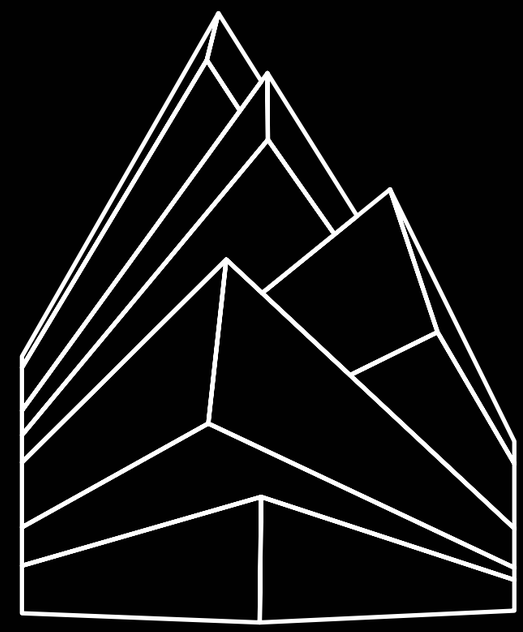
PROJECT	ORIGIN	ZONE	LEVEL	TYPE	ROLE	DRAWING	REV
BRA-POP-	XX-	XX-	DR-	A-		0675	00

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

Ancillary Facilities Plans

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

OVG
OAK VIEW GROUP™



OVG MANCHESTER
ANCILLARY FACILITIES

© 2020 POPULOUS

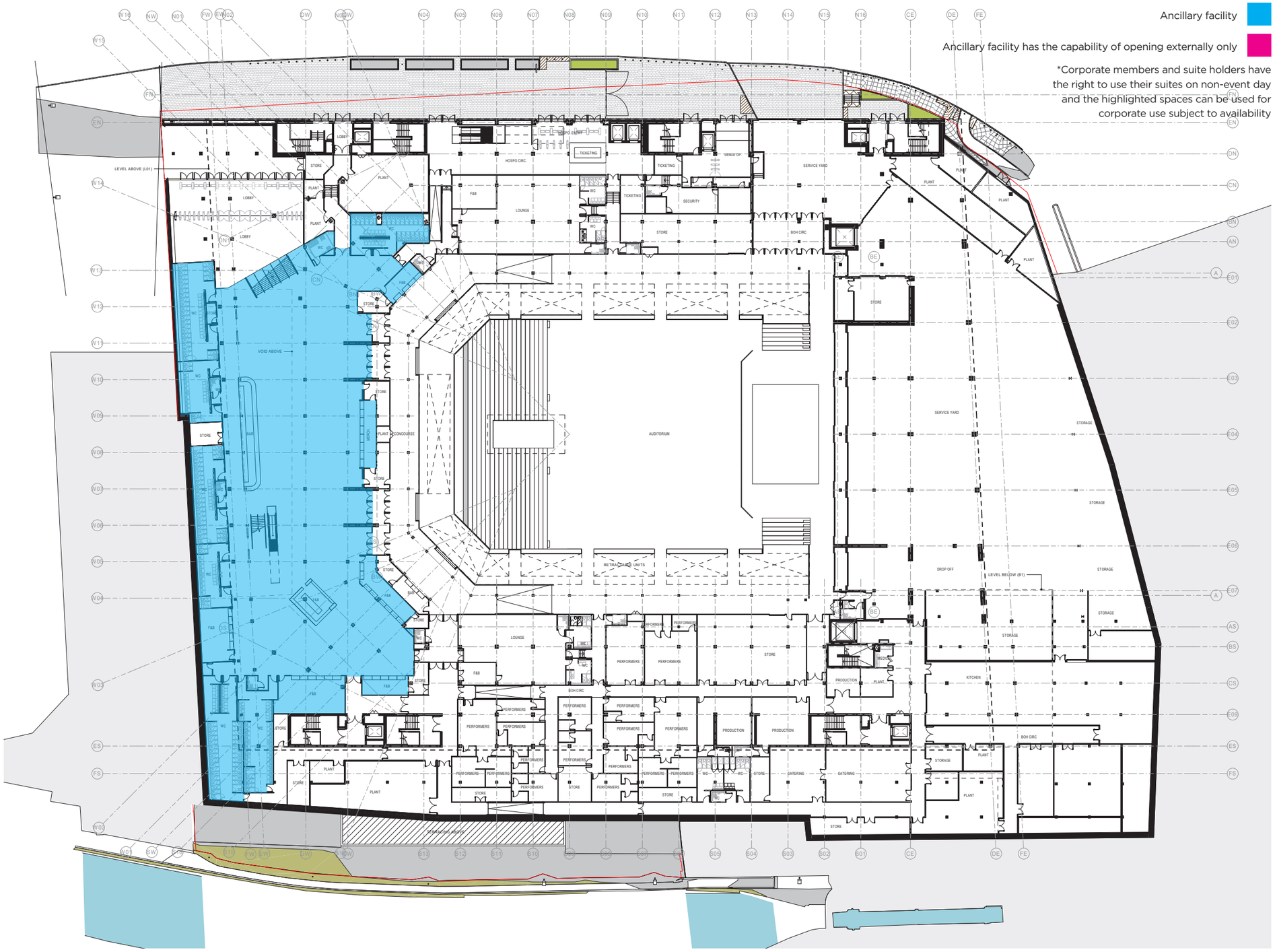
OVG MANCHESTER

28.07.2020

POPULOUS®

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

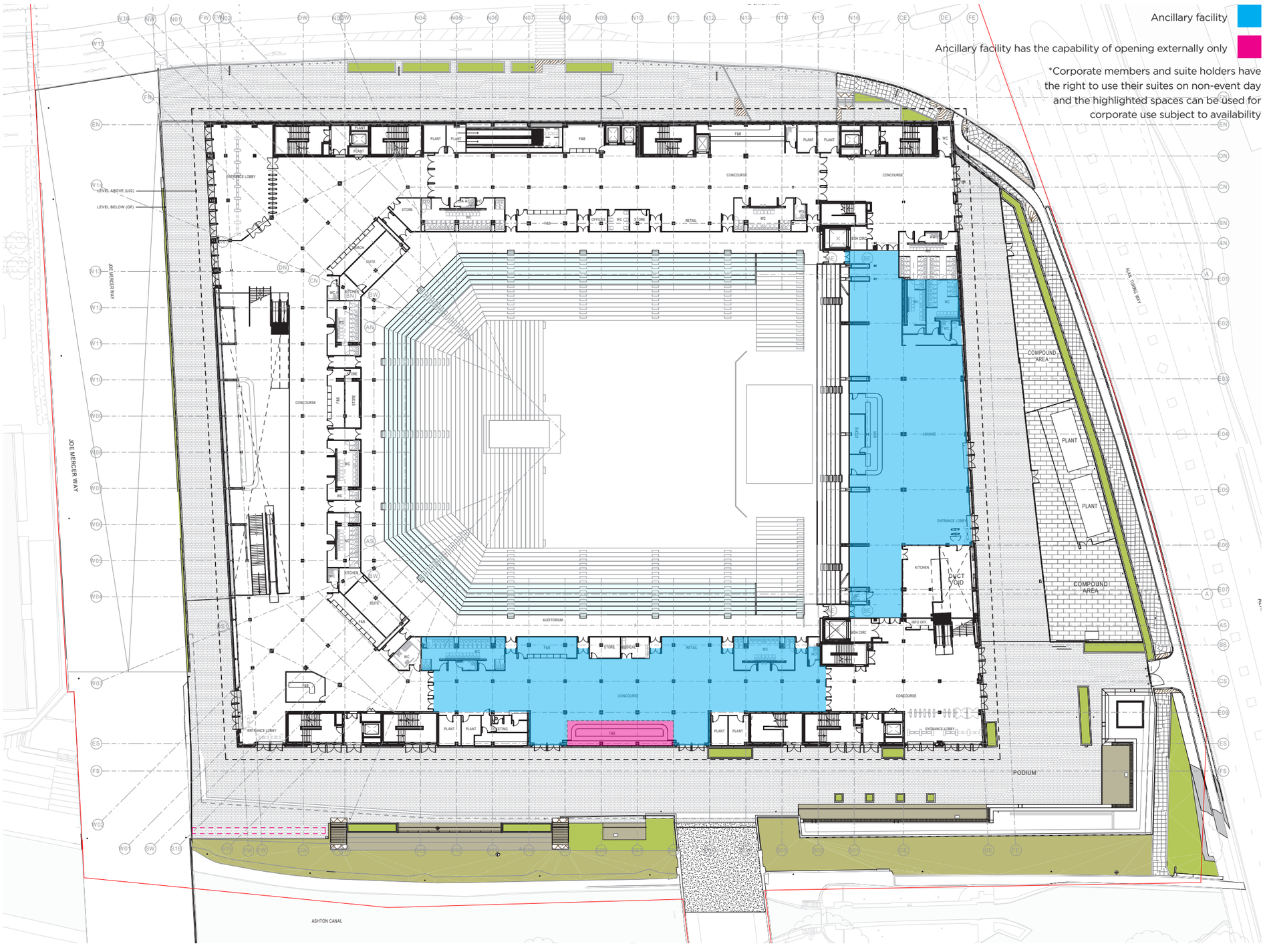
Level 00 - Ancillary Facilities - Base Atrium



DS
FB

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

Level 01 - Ancillary Facilities - Backstage Club + Canalside

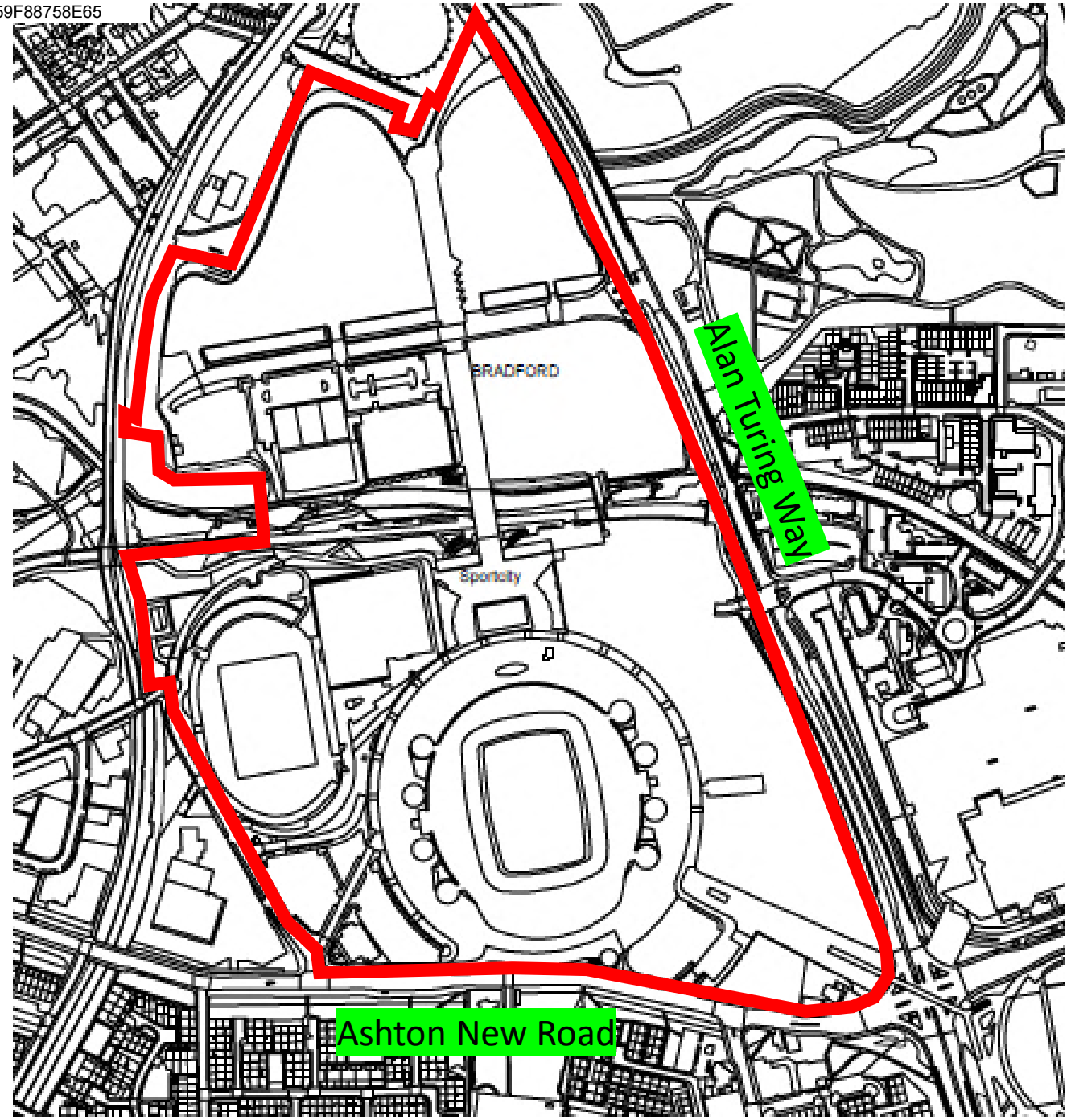


DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

Etihad Campus Plan

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65



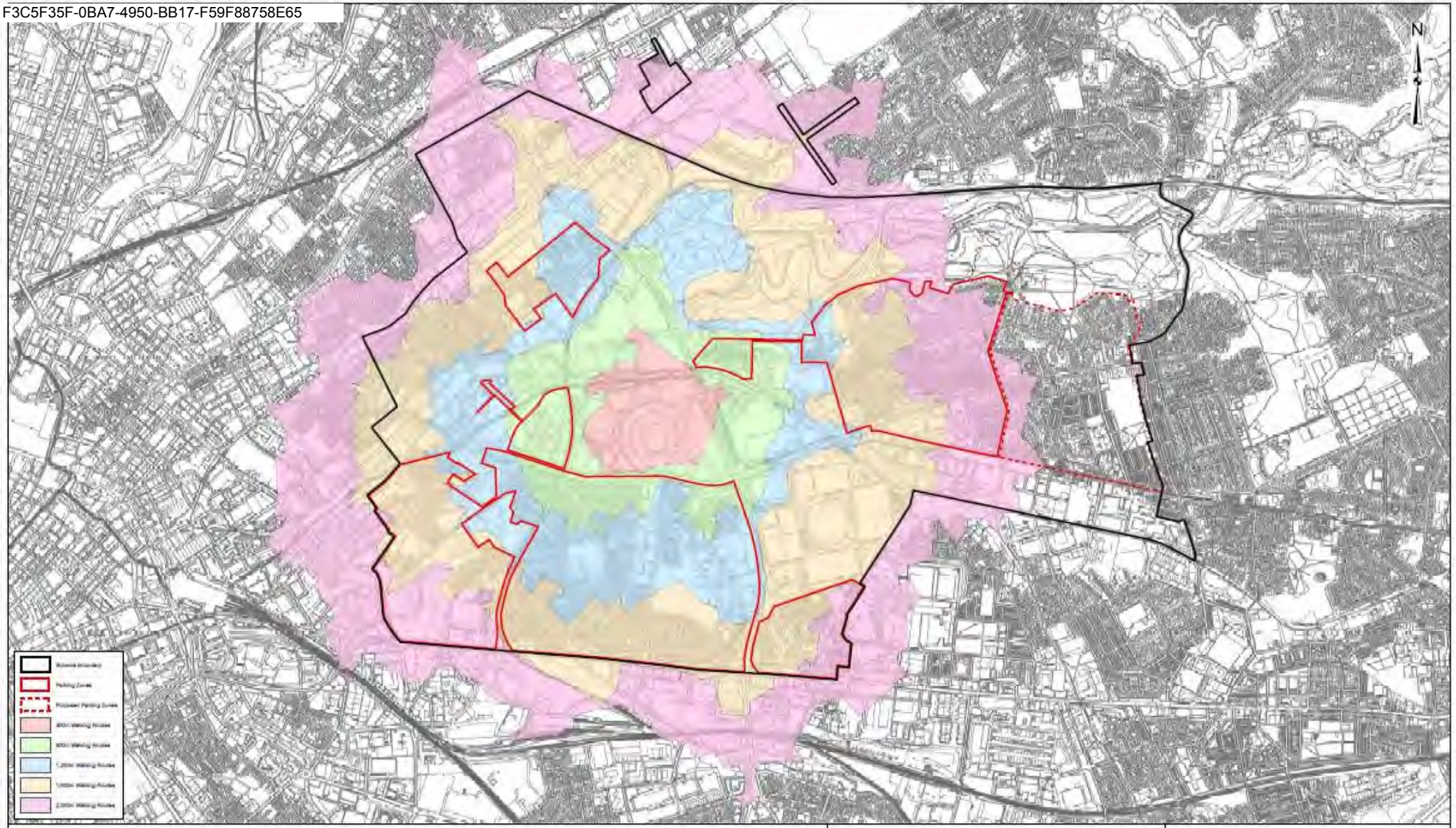
DS
FB

Etihad Campus
October 2020

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

RPZ Plan

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65



A1 Scale 1:7,500

PLAN FOR IDENTIFICATION PURPOSES ONLY

Development Team
Growth & Development Directorate
P.O. Box 532
Manchester M60 2LA

MANCHESTER CITY COUNCIL

DS
FB

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

THE COMMON SEAL of THE COUNCIL OF THE

CITY OF MANCHESTER was hereunto affixed in

pursuance of an Order of the Council of the said City:

Authorised Signatory

EXECUTED AS A DEED (but not delivered)

until the date hereof) by)

EASTLAND DEVELOPMENT)

COMPANY LIMITED)

acting by a director and the company)

Secretary or by two directors or by a director)

in the presence of a witness

Director

Director / Secretary

Witness Signature

Name

Address

Occupation

DocuSign Envelope ID: F3C5F35F-0BA7-4950-BB17-F59F88758E65

EXECUTED AS A DEED (but not delivered)

until the date hereof) by)

OVG MANCHESTER LIMITED)

acting by Francesca Bodie .....)

in the presence of a witness

Director [redacted]

[redacted]

Witness Attestation (to be initialled): *I confirm that I was physically present when* Tb Francesca Bodie ..... *executed this Deed*

Name of Witness TROY BODIE

Signature of Witness [redacted]

Address [redacted]

Occupation Hockey Scout, Toronto Maple Leafs

Certificate Of Completion

Envelope Id: B4071971F7F44CA49401C6EE1DBDFBFC
Status: Completed
Subject: S.106 Agreement, Manchester Stadium
Source Envelope:
Document Pages: 43
Signatures: 2
Certificate Pages: 2
Initials: 7
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Envelope Originator:
Elise Parker
[redacted]
IP Address: 156.47.1.250

Record Tracking

Status: Original
10/22/2020 4:55:13 PM
Holder: Elise Parker
[redacted]
Location: DocuSign

Signer Events	Signature	Timestamp
Francesca Bodie FBodie@oakviewgroup.com Security Level: Email, Account Authentication (None)	[redacted] Signature Adoption: Pre-selected Style Using IP Address: 172.112.190.206	Sent: 10/22/2020 5:22:35 PM Viewed: 10/22/2020 6:20:17 PM Signed: 10/22/2020 6:26:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
TROY BODIE Troybodie@hotmail.com Security Level: Email, Account Authentication (None)	[redacted] Signature Adoption: Drawn on Device Using IP Address: 174.193.205.115 Signed using mobile	Sent: 10/22/2020 6:26:35 PM Viewed: 10/22/2020 6:27:11 PM Signed: 10/22/2020 6:28:51 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tom White [redacted] Bryan Cave Leighton Paisner LLP Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/22/2020 6:29:05 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/22/2020 6:29:05 PM
Certified Delivered	Security Checked	10/22/2020 6:29:05 PM
Signing Complete	Security Checked	10/22/2020 6:29:05 PM
Completed	Security Checked	10/22/2020 6:29:05 PM

Payment Events	Status	Timestamps

Certificate Of Completion

Envelope Id: 69D8074932E44DE6845BEBD695ABC7F1
Subject: Manchester Stadium - S.106 Planning Agreement
Source Envelope:
Document Pages: 45
Certificate Pages: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Signatures: 0
Initials: 0

Status: Completed

Envelope Originator:
Elise Parker
[redacted]
IP Address: 156.47.1.250

Record Tracking

Status: Original
10/22/2020 6:44:55 PM

Holder: Elise Parker
elise.parker@blplaw.com

Location: DocuSign

Signer Events	Signature	Timestamp
TROY BODIE [redacted] Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 174.193.205.115 Signed using mobile	Sent: 10/22/2020 6:47:38 PM Viewed: 10/22/2020 8:30:55 PM Signed: 10/22/2020 8:32:30 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tom White [redacted] Bryan Cave Leighton Paisner LLP Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/22/2020 8:32:39 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/22/2020 8:32:39 PM
Certified Delivered	Security Checked	10/22/2020 8:32:39 PM
Signing Complete	Security Checked	10/22/2020 8:32:39 PM
Completed	Security Checked	10/22/2020 8:32:39 PM

Payment Events	Status	Timestamps

Certificate Of Completion

Envelope Id: F3C5F35F0BA74950BB17F59F88758E65 Status: Completed

Subject: Please DocuSign: Manchester Arena - Section 106 Agreement - Execution Version(207807777.3).pdf

Source Envelope:

Document Pages: 46 Signatures: 0 Envelope Originator:

Certificate Pages: 1 Initials: 0 Elise Parker

AutoNav: Enabled [redacted]

EnvelopeId Stamping: Enabled [redacted]

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London [redacted]

[redacted]

IP Address: 156.47.1.250

Record Tracking

Status: Original Holder: Elise Parker Location: DocuSign

10/23/2020 10:15:00 AM [redacted]

Signer Events	Signature	Timestamp
Liam Lee [redacted]	**Completed**	Sent: 10/23/2020 10:37:59 AM Viewed: 10/23/2020 12:31:52 PM Signed: 10/23/2020 12:34:09 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 156.47.1.250	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/23/2020 10:37:59 AM
Certified Delivered	Security Checked	10/23/2020 12:31:52 PM
Signing Complete	Security Checked	10/23/2020 12:34:09 PM
Completed	Security Checked	10/23/2020 12:34:09 PM

Payment Events	Status	Timestamps

DATED 23rd October 2020

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

EASTLANDS DEVELOPMENT COMPANY LIMITED

– and –

OVG MANCHESTER LIMITED

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended), section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011

relating to land south of Sportcity Way, east of Joe Mercer Way, west of Alan Turing Way and north of the Ashton Canal at the Etihad Campus in the City of Manchester

---

City Solicitor

Manchester City Council

P O Box 532

Town Hall

Albert Square

Manchester

M60 2LA

STA/EVD3001/3785

THIS AGREEMENT is made the 23rd day of October 2020

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (**"the Council"**),

(2) **EASTLANDS DEVELOPMENT COMPANY LIMITED** (incorporated in England with company number 08109383) whose registered office is at Etihad Stadium, Etihad Campus, Manchester M11 3FF (**"the Owner"**), and

(3) **OVG MANCHESTER LIMITED** (incorporated in England with company number 12482660) whose registered office is at 55 New Bond Street, London W1S 1DG (**"OVG"**)

BACKGROUND

A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable The Council is also the freehold owner of that part of the Site registered at the Land Registry with title absolute under title numbers GM696156, GM696158 and GM816963 together with but subject to all matters contained or referred to in the title registers thereunder The Development will be carried out on the Site

B The Owner is the leasehold owner of that part of the Site registered at the Land Registry with title absolute under title number MAN226013 together with but subject to all matters contained or referred to in the title register thereunder

C OVG submitted the Application to the Council and intends to carry out the Development and operate the arena forming the Development with a joint venture partner (OVG or its subsidiaries and such joint venture partner(s) being the intended "Arena Operator" for the purposes of this Agreement) OVG and/or the proposed joint venture does not currently hold a property interest in the Site but intends to take a long lease of the part of the Site where the Arena will be located prior to the Commencement of Development It is intended that such joint venture would then discharge the obligations in this Agreement which are conditional upon Commencement of Development

D The Application was submitted to the Council by OVG for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application

E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and

the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted

F The Council has determined that the Development in order to comply with the Local Plan requires the Owner to make a financial contribution towards the review and expansion of the existing Residential Parking Zone in the vicinity of the Site, to undertake a scheme of highway improvement measures to existing walking routes, to prepare and implement an event operations management strategy, to prepare and implement plans to encourage the use of local labour during the construction and operational phases of the Development, and to prepare and implement a waste collection scheme.

G The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained

H The Council is satisfied that the obligations in this Agreement (unless otherwise stated) are

(a) necessary to make the Development acceptable in planning terms,

(b) directly related to the Development,

(c) fairly and reasonably related in scale and kind to the Development,

or is satisfied that the obligations will secure other planning benefits

I In addition, the Owner has agreed to offer the following obligations to work with the local community to deliver an inclusive facility and to permit use of the parts of the Arena for community uses in accordance with a community plan, to make an annual donation to local community causes for a period of 9 years from the First Arena Event and to work with the Council to prepare a plan to support the Council's ambitions to bring sports and major events to the Arena The commitments by the Owner in relation to these obligations are contained in Part 7 of this Agreement and were not taken into account by the Council as material considerations in the determination of the Application

AGREED TERMS

1 **DEFINITIONS AND INTERPRETATION**

1 1 The following definitions and rules of interpretation set out in this Clause apply to this Agreement

"Act" the Town and Country Planning Act 1990 as amended,

"Agreed Facilities" the areas known as the Atrium and Canalside as shown for indicative purposes on the plans marked Ancillary Facilities and appended to the Agreement,

"Agreement" this agreement,

"Annual Donation" the sum of £100,000 (one hundred thousand pounds) to be donated by the Owner towards Local Causes,

"Application" the application to which the Council gave the reference 126431/FO/2020 for the erection of a multi-use arena (Use Class D2) with a partially illuminated external facade together with ancillary retail/commercial uses (Classes A1, A3 and A4) with highways, access, servicing, landscaping, public realm and other associated works,

"Arena" the arena forming part of the Development,

"Arena Event" a publicly ticketed event in the main arena bowl forming part of the Development and "Arena Events" shall be construed accordingly,

"Arena Operator" shall mean the operator of the Arena from time to time,

"Arena Site" that part of the Site shown edged red on the plan marked "Arena Site Plan" and appended to the Agreement,

"Coincident Event" events taking place on a Multiple Event Date which the Owner and the Council (in consultation with relevant stakeholders) agree will have material overlapping transport impacts,

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services, service media and utilities diversions, any works pursuant to planning permission reference 127534/FO/2020 (for site investigation and remediation works including trial piling, grouting of coal seams and mineshaft capping and other associated works) shall for the purposes of this Agreement be deemed not to be material operations,

"Community Operations Plan" a 15 (fifteen) year plan for the Community Use of the Agreed Facilities at no rent to the user (save for incidental operating costs) provided that

(i) such use shall not conflict with the Arena Events,

(ii) such plan shall take into account the access and activities that are planned and to be delivered with the Arena naming rights partner for the local community in order to ensure that the community use is co-ordinated and directed appropriately in

furtherance of the corporate social objectives of the Arena Operator or Owner (as applicable),

(iii) the Owner and/or the Arena Operator shall consult EMAC in preparing the plan,

(iv) and such plan is to include details of the spaces/rooms available for Community Use by reference to floor space and to a plan and the type of events which may take place in the identified spaces/rooms,

"Community Use" use by the local community to include (but shall not be limited to) community, education and training purposes or such other uses which are consistent with the corporate social responsibility objectives of the Arena Operator or Owner (as applicable) and "Community Uses" shall be construed accordingly,

"Completion of Construction" the date upon which a valid certificate of completion shall have been issued in respect of the Development for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same,

"Development" the development to be undertaken on the Site pursuant to the Planning Permission as specified in the Application,

"EMAC" the East Manchester Advisory Committee, which is a committee to be established by the Owner or the Arena Operator in respect of the Arena to promote community benefits in East Manchester, such committee to be comprised of representatives from each of the Owner, the Arena Operator, the Arena naming rights partner, the Council (including the Council's Head of Parks, Leisure, Youth and Events or such successor or replacement role; the relevant Strategic Lead – Neighbourhoods or such successor or replacement role, and members of the Local Wards) and representatives of invited third parties which shall include other local stakeholders,

"Etihad Campus" the land shown on the plan marked "Etihad Campus October 2020" and appended to the Agreement,

"Etihad Stadium" the City of Manchester Stadium at Ashton New Rd, Manchester M11 3FF,

"Event Operations Management Plan" an operations management plan to be prepared in conjunction with the Council, TfGM and other stakeholders as appropriate for mitigating the transport related impacts of Arena Events and Multiple Events/Coincident Events to include

- Approach to assessing whether a Multiple Event is a Coincident Event based on whether there are likely to be material overlapping transport impacts arising from the events due to the timing, capacity and other factors relating to the Multiple Event,
- Encouragement of use of sustainable transport modes for Arena Events,
- An events coordination strategy with the Etihad Stadium and public transport providers,
- A car parking strategy for managing existing car parking at the Etihad Campus including a monitoring and review mechanism;

- Pick up and drop off management arrangements along Rowsley Street including the use of geofencing where reasonably practicable,
- A scheme outlining how the Arena Operator would engage with the Council and TfGM as appropriate to manage and disperse spectators travelling to and from events at the Etihad Campus, including the management and marshalling of pedestrians at key areas and routes, the use of signage, and adjustments of signal timings at key junctions (including a commitment by the Arena Operator to cover the associated costs of such signal timing adjustments to the extent they relate to Arena Events),
- Measures to ensure, in conjunction with the Council and TfGM as appropriate, the effective operational management of the Gibbon Street/Asda junction,
- Monitoring the use of public transport by visitors to the Development,
- A messaging and communication strategy to promote public transport and measures other than the private car to access the Development (including walking and cycling routes, park and ride, and shuttle bus);
- Measures to monitor and review the effectiveness of the Event Operations Management Plan in achieving the objective of minimising the impact of Arena Events and Coincident Events including reducing dependency on the private car and promoting alternative travel options to the Development,
- A requirement to report to the Council on an annual basis on the number and dates of Coincident Events (as determined in accordance with this plan), the start and end time of such events and a review of the measures implemented pursuant to the Event Operations Management Plan to mitigate the effects of Coincident Events, and
- A process for the Council to require an interim review of the Event Operations Management Plan in any given year in advance of the annual review to consider any material issues arising from Coincident Events which have taken place which merit immediate attention;

"Event Operations Management Monitoring Review" an annual review of the operation of the Event Operations Management Plan which takes into account the information gathered about Arena Events and Coincident Events and which recommends any amendments or additions to the Event Operations Management Plan as necessary,

"Expanded RPZ" the residents' parking zone to be introduced to cover the area shown indicatively on the RPZ Plan and which will align with the existing residents' parking zone associated with the Etihad Campus

"Expanded RPZ Operational Costs" the estimated reasonable and proper cost (to be assessed each year) to the Council of operating the Expanded RPZ for the forthcoming year;

"Expert" a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten years post-qualification experience,

"First Arena Event" the date of the holding of the first event in the main arena bowl forming part of the Development with tickets being on sale to the public,

"Greater Manchester Authorities" the local authorities of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan,

"Greater Manchester Good Employment Charter" the voluntary membership and assessment scheme supported by the Greater Manchester Combined Authority which has been created to help deliver good jobs with opportunities for people to progress and develop, along with a thriving and productive economy (or any replacement of the same),

"Highway Improvement Scheme" a scheme of highway improvement measures to existing walking routes forming part of the highway along Ashton New Road and the City Link Route, including a review of the existing walking routes and outlining specific measures of enhancement and/or improvement in accordance with the Indicative Highway Works, and including an estimated cost of the proposals,

"Indicative Highway Works" the works detailed in the Annex to this Agreement,

"Interest" interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time,

"Interim Scheme" a scheme (including a timetable for implementation) which addresses any previously unforeseen impacts of Arena Events on highway safety and/or pedestrian safety in the vicinity of the Site which are not addressed in the current Event Operations Management Plan, the costs of which are reasonable and proportionate in the context of the impacts it is seeking to alleviate,

"Local Benefit Proposal: Construction" a document demonstrating the Owner's commitment to recruit local labour for the construction phase of the Development, which includes

(i) Measures to promote recruitment of local people for the duration of the construction of the Development (including apprenticeships) with priority being given to residents of the Local Wards, then to residents of the other Manchester Wards, and then to residents of any of the other Greater Manchester Authorities,

(ii) Mechanisms for the implementation and delivery of these measures, and

(iii) Measures to monitor and review the effectiveness of the measures in achieving the objective of recruiting and supporting local labour objectives during the construction of the Development,

"Local Benefit Proposal: End Use" a document outlining the approach to local recruitment for the end use of the Development, which includes

(i) Measures to promote recruitment of local people for the end uses of the Development (including apprenticeships) with priority being given to residents of the Local Wards, then to residents of the other Manchester Wards, and then to residents of any of the other Greater Manchester Authorities,

(ii) Mechanisms for the implementation and delivery of these measures, and

(iii) Measures to monitor and review the effectiveness of the measures in achieving the objective of recruiting and supporting local labour objectives for the end uses of the Development,

"Local Causes" means those local community causes identified by EMAC for the Annual Donation to be applied towards in accordance with the objectives of, and in the proportions determined by, EMAC (it being acknowledged that Council members from Local Wards on EMAC shall have a prominent role in the determination of these matters),

"Local Plan" includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Policies and all other relevant strategic planning documents adopted by Manchester City Council,

"Local Wards" the wards of Ancoats & Beswick, Clayton & Openshaw, and Miles Platting & Newton Heath (or such other wards which may be introduced to amend or replace the same and which cover substantially the same area);

"Management Fee" shall mean a one off payment of 15% (fifteen per cent) of the Application fee being £21,383 85 (twenty one thousand three hundred and eight three pounds and eighty five pence) to be used for the purpose of management and monitoring of this Agreement and the planning obligations contained herein,

"Manchester Wards" the wards that comprise the City of Manchester,

"Member" shall have the meaning as defined in the Greater Manchester Good Employment Charter,

"Multiple Events Date" a date on which both an Arena Event and a public event at the Etihad Stadium for which the pitch area and/or seating bowl in the Etihad Stadium will be in use are taking place and "Multiple Events" shall be construed accordingly,

"NPPF" the National Planning Policy Framework issued in in February 2019 (and subsequently updated in June 2019) as may be amended or any replacement of the same;

"Planning Permission" the planning permission to be granted pursuant to the Application,

"Regulations" the Community Infrastructure Levy Regulations 2010 as amended,

"RPZ Plan" the plan appended to the Agreement marked "RPZ Plan",

"RPZ Strategy" a strategy and programme in relation to the design, consultation and implementation of the Expanded RPZ,

"Site" the land described in Schedule 1 and shown for the purposes of identification only edged red on the Site Plan,

"Site Plan" the plan appended to the Agreement marked "Site Plan",

"Sports and Major Events Strategy" a 5 (five) year strategic plan to be progressed jointly by the Owner and/or Arena Operator (as applicable) with the Council and the other key stakeholders in the Etihad Campus following consultation with Sport England and other key stakeholders to explore and support the Council's ambitions to facilitate the hosting of sports and major events at the Arena and (subject to receiving engagement from the other relevant key stakeholders in the Etihad Campus), at the Etihad Campus, provided that such plan shall be subject to and acknowledge and preserve the Arena Operator's and/or the Owner's commercial and operational discretion over Arena Events,

"Supporter" shall have the meaning as defined in the Greater Manchester Good Employment Charter,

"TfGM" Transport for Greater Manchester or any successor or replacement body,

"Waste Collection Scheme" a scheme which shall include, but shall not be limited to, details of

- The area covered by the scheme,
- A mechanism for street litter clearing to take place within 24 (twenty four) hours of an Arena Event together with associated targets,
- Specified dates and a timetable for the collection of waste,
- Contact details of the person/company employed by the Owner to implement, monitor and manage the scheme, and
- Provision for revision of the scheme (including but not limited to the area covered by the scheme) where targets are not met,

"Working Day" means any day except Saturday Sunday or a bank holiday and reference to "Working Days" shall be construed accordingly

1 2 The Clause headings do not affect this interpretation

1 3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.

1 4 References to any statute or statutory provision include reference to

1 4 1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation, and

1 4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1 5 Except for the provisions of Clause 9 references to the Site include any part of it

1 6 References to any party in this Agreement include the successors in title and assigns of that party In addition, references to the Council include any successor local planning authority exercising planning powers under the Act

1 7 "Including" means "including, without limitation"

1 8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing

1 9. If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected

1 10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1 11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner

2 PLANNING OBLIGATION

2 1 This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 of the Act or such other enabling powers against the Owner

2 2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of section 106 of the Act, they are entered into pursuant to the other powers identified in clause 2 1

3 CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and

Commencement of Development save for the provisions of Clauses 9, 12, 15, 16, 18, 19 and 20 which shall have immediate effect

4 **CONDITION SUBSEQUENT**

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5 **THE OWNER'S COVENANTS**

5 1 The Owner on behalf of itself and any person deriving title to any part of the Arena Site from the Owner (save as provided for in clause 5 2) hereby covenants with the Council so as to bind the Arena Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 2 and hereby agrees that the Arena Site shall be subject to the obligations, restrictions and provisions specified herein until such obligations are discharged

5 2 The parties agree that none of the obligations or requirements in this Agreement shall be enforceable against

5 2 1 any tenants or occupiers of the individual ancillary retail/commercial/food and beverage units comprised within the Development, and

5 2 2 any statutory undertakers with land or apparatus within the Site held for the purposes of their statutory duties

6 **THE COUNCIL'S COVENANTS**

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in Schedule 2

7 **DISPUTE RESOLUTION**

7 1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement, matters of law or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner

7 2 If the Council and the Owner are unable to agree on the appointment of an Expert within 30 (thirty) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute

7 3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

7 4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

8 **WAIVER**

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

9 **CHANGE IN OWNERSHIP & LIABILITY**

9 1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site purchased by reference to a plan This clause shall not apply to the creation of individual occupational interests covered by clause 5 2

9 2 No person or party shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the local planning authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

10 **CONSENT OF MORTGAGEE**

The Council and the Owner acknowledge that any future mortgagee of the Site shall not become liable to perform the obligations or incur any liability under this Agreement until such time (if any) as it takes possession of the Site and upon taking possession any future mortgagee shall undertake to perform the obligations of the Owner under this Agreement but only to the extent that the obligations falling to the Owner are outstanding and continue to bind the land over which the future mortgagee has exercised its powers of possession

11 **COUNCIL'S CONSENT OR APPROVAL**

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council

12 **LOCAL LAND CHARGE AND LAND REGISTRY ENTRY**

12 1 This Agreement is a Local Land Charge and shall be registered as such by the Council

12 2 For the purpose of noting this Agreement on the titles of the Owner at the Land Registry the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owner's solicitor's completed Land Registry account key number details inserted in the form The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry

12 3 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

12 4 The costs of registration and cancellation pursuant to clause 0 above shall be met by the Owner if requested by the Council

13 **NON-PROHIBITION ON DEVELOPMENT**

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal)) after the date of this Agreement

14 **THE CONTRACTS ACT**

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto

15 **COMMUNICATION**

Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

15 1 To the Council and addressed to the City Solicitor at the Council's address first above written,

15 2 To the Owner at its registered office or such other address as may be notified from time to time, and

15 3 To OVG at its registered office or such other address as may be notified from time to time

16 **FEES**

16 1 OVG shall pay to the Council on the date hereof its legal fees reasonably and properly incurred in preparation of this Agreement

16 2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law

16 3 OVG shall pay to the Council on the date hereof the Management Fee

17 **INTEREST**

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date that payment is received

18 ***JURISDICTION***

This Agreement is governed by and interpreted in accordance with English Law

19 **COMPLETION**

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

20 **COUNTERPART**

20 1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement

20.2 Transmission of an executed counterpart of this Agreement by email in PDF format by a party to each of the other parties shall take effect as delivery of an executed counterpart of this Agreement.

20 3 Without prejudice to the validity of the Agreement thus made, each of the parties shall provide the Council with the original of such counterpart as soon as reasonably possible thereafter and in any event within 4 weeks of the date of this Agreement
No counterpart shall be effective until each party to this Agreement has executed and delivered at least one counterpart and that counterpart has been delivered to each of the other parties to this Agreement and acknowledgement of receipt of those counterparts has been received by email from each of the other parties.

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing

SCHEDULE 1

The Site

Land south Of Sportcity Way, east of Joe Mercer Way, west of Alan Turing Way and north of the Ashton Canal at the Etihad Campus, Manchester and shown for the purposes of identification only edged red on the Site Plan

SCHEDULE 2

THE PLANNING OBLIGATIONS

PART ONE

GENERAL OBLIGATIONS

The Owner hereby covenants with the Council as follows

To notify the Council in writing

1 At least 10 (ten) Working Days in advance of Commencement of Development,

2 Within 5 (five) Working Days following Commencement of Development,

3 At least 28 (twenty eight) Working Days in advance of the anticipated date of Completion of Construction,

4 Within 5 (five) Working Dates following Completion of Construction,

5 At least 6 months in advance of the anticipated date of the First Arena Event,

6 At least 28 (twenty eight) Working Days in advance of the First Arena Event,

7 Within 5 (five) Working Days in advance of the First Arena Event

The Council hereby covenants with the Owner as follows

8 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed

9 To issue the Planning Permission within 2 (two) Working Days of the date hereof

PART TWO

RESIDENTS' PARKING ZONE

1 The Owner and the Council covenant with each other to begin consulting with each other to agree the RPZ Strategy on Commencement of Development with the intention that the Expanded RPZ will be brought into effect prior to the First Arena Event

2 The Council covenants with the Owner to use reasonable endeavours to promote the traffic regulation order(s) required for the delivery and operation of the Expanded RPZ in accordance with the RPZ Strategy provided always that the Council shall not be obliged to make and/or confirm such traffic regulation order(s) owing to matters outside the Council's control

3 The Owner covenants with the Council to undertake the design, consultation and implementation of the Expanded RPZ and shall be responsible for all reasonable and proper associated costs

4 The Council covenants with the Owner to establish a project team comprising the relevant officers from the Council's Planning department and Highways department and a representative from the Owner and/or Arena Operator The project team will meet on a monthly basis (or on such other frequency as may be agreed by the parties to be appropriate in the circumstances) to monitor and review progress of the delivery of the Expanded RPZ, and the Highway Improvement Scheme referred to in Part 3 of this Schedule

5 Subject to the necessary traffic regulation order(s) being obtained in accordance with this Agreement, the Owner covenants with the Council to implement the Expanded RPZ prior to the First Arena Event and (subject to necessary traffic regulation order(s) being obtained) not to cause or permit the First Arena Event to take place prior to the implementation of the Expanded RPZ

6 The Council covenants with the Owner to, at least three months prior to the First Arena Event, provide reasonable written details and supporting evidence of the Expanded RPZ Operational Costs for the first year of operation The Owner covenants with the Council to pay the reasonable and proper Expanded RPZ Operational Costs on a half yearly basis with the first half year payment to be made no later than 5 (five) Working Days prior to the First Arena Event in accordance with the written details provided by the Council

7 The Council covenants with the Owner to, one month prior to the first anniversary of the First Arena Event and on each subsequent anniversary, provide reasonable written details and supporting evidence of the Expanded RPZ Operational Costs for the year ahead and also confirmation of the actual Expanded RPZ Operational Costs incurred during the preceding 12 month period Any excess amount due to the Council above the amount already paid by the

Owner will be added to the Expanded RPZ Operational Costs for the year ahead and any overpayment due to the Owner will be deducted from the Expanded RPZ Operational Costs for the year ahead The Owner covenants with the Council to pay the reasonable and proper Expanded RPZ Operational Costs for the lifetime of the Development (with any excess or deductions based on actual costs to be applied as above) on a half yearly basis with the first payment on the first anniversary of the First Arena Event, and on each subsequent anniversary, in accordance with the reasonable written details and supporting evidence provided by the Council

PART THREE

HIGHWAY IMPROVEMENT SCHEME

The Owner covenants with the Council as follows

1 Prior to the First Arena Event and further to the discussions between the Owner and the Council pursuant paragraph 4 of Part 2 to submit the Highway Improvement Scheme to the Council for written approval

2 To implement the approved Highway Improvement Scheme prior to the First Arena Event and not to cause or permit the First Arena Event to take place until the Highway Improvement Scheme has been implemented

PART FOUR

EVENT OPERATIONS MANAGEMENT PLAN

The Owner covenants with the Council as follows

1 Prior to the First Arena Event, to submit the Event Operations Management Plan to the Council for written approval

2 To implement the approved Event Operations Management Plan from the First Arena Event and to operate the Development in accordance with the approved Event Operations Management Plan.

3 On the first anniversary of the First Arena Event and thereafter on each anniversary of the First Arena Event, to submit the Event Operations Management Monitoring Review to the Council In the event that the Event Operations Management Monitoring Review recommends any amendments or additions to the Event Operations Management Plan, such amendments and additions shall be submitted to the Council in draft for the Council's written approval In the event that amendments or additions to the Event Operations Management Plan are agreed, the Owner covenants with the Council to implement the amended Event Operations Management Plan

4 To submit an Interim Scheme to the Council for written approval within 1 (one) month (or such longer reasonable period as may be agreed by the parties) of a written request of the Council where the Council is of the reasonable opinion that an Arena Event causes (or has caused) previously unforeseeable pedestrian or highway safety concerns which are materially detrimental to highway and/or pedestrian safety in the vicinity of the Site and which must be addressed in advance of the next Event Operations Management Monitoring Review Any dispute over the need for an Interim Scheme or the nature of an Interim Scheme may be referred by either party to the Expert in accordance with clause 7

5 In the event that an Interim Scheme is requested and approved in accordance with Paragraph 4 of this Part, to implement the Interim Scheme in accordance with the timetable contained in such scheme and to incorporate into the next annual review of the Event Operations Management Plan

PART FIVE

LOCAL LABOUR OBLIGATIONS

The Owner covenants with the Council as follows:

1 Prior to the Commencement of Development, to submit the Local Benefit Proposal Construction to the Council for its written approval

2 To implement the approved Local Benefit Proposal Construction as part of the construction phase of the Development

3 Within one calendar month prior to Completion of Construction, to submit a detailed written report which considers the outcomes of the Local Benefit Proposal Construction to the Council

4 Three months prior to the First Arena Event, to submit the Local Benefit Proposal End Use to the Council for its written approval

5 To operate the Development in accordance with the Local Benefit Proposal End Use

6. On the first anniversary of the First Arena Event, and on each subsequent anniversary, to submit a report on the effectiveness of the Local Benefit Proposal End Use and an updated Local Benefit Proposal End Use (if appropriate) to the Council within 1 (one) month of the relevant anniversary In the event that updates to the Local Benefit Proposal End Use are agreed, to implement the revised Local Benefit Proposal End Use

7 As soon as reasonably practicable after Commencement of Development, to apply to be a Supporter of the Greater Manchester Good Employment Charter Prior to the First Arena Event to apply to be a Member of the Greater Manchester Good Employment Charter Once Member status has been obtained, to use reasonable endeavours to retain this status

8 It is agreed by the Council and the Owner that the covenants contained in this Part Five shall

(a) be subject to any domestic or international laws relating to employment and procurement, and

(b) not restrict the Owner's legal right to employ or use whichever staff, employees, contractors, sub-contractors or agents from whatever location it considers to be the most suitable to be employed or used at or in connection with the construction, use and/or operation of the Development provided always that it has implemented the Local Benefit Proposal Construction and the Local Benefit Proposal End Use (as appropriate)

PART SIX

COLLECTION OF WASTE

The Owner covenants with the Council as follows

1 Prior to the First Arena Event, to submit the Waste Collection Scheme to the Council for approval

2 To implement the approved Waste Collection Scheme from the date of the First Arena Event for the lifetime of the Development.

PART SEVEN

MISCELLANEOUS

COMMUNITY OPERATIONS PLAN

The Owner covenants with the Council as follows

1 Within 6 (six) months of the Commencement of Development it shall establish EMAC

2 Prior to the First Arena Event, to submit the Community Operations Plan to the Council for written approval

3 From the First Arena Event to make available the Agreed Facilities in accordance with the Community Operations Plan

4 On the first anniversary of the First Arena Event, and on each subsequent anniversary until the fifteenth anniversary of the First Arena Event, to submit a report on the effectiveness of the Community Operations Plan (having consulted with EMAC in the preparation of the report) to the Council and (if appropriate) to submit an updated Community Operations Plan to the Council for written approval within 1 (one) month of the relevant anniversary In the event that updates to the Community Operations Plan are agreed, to implement the revised Community Operations Plan

SPORTS AND MAJOR EVENTS STRATEGY

The Owner covenants with the Council as follows

5 Prior to the First Arena Event, to prepare the Sports and Major Events Strategy and thereafter to work with the Council to implement the Sports and Major Events Strategy

6. On the fifth anniversary of the First Arena Event, to submit a report to the Council on the effectiveness of the Sports and Major Events Strategy and proposals for continuing the Sports and Major Events Strategy with updates as appropriate to the Council within 1 (one) months of the fifth anniversary for the Council's written approval and thereafter to implement any agreed extension to the agreed strategy

ANNUAL DONATION

7 From the date of the First Arena Event, and on each anniversary of the First Arena Event up to and including the 9th (ninth) anniversary, the Owner shall make the Annual Donation to the Council to be held in a designated account or through alternative arrangements which may be agreed by the Owner and the Council in the future The Annual Donation shall be distributed to Local Causes in accordance with the directions of EMAC

8 Prior to the 9th (ninth) anniversary of the First Arena Event the Owner and the Council will consult through the EMAC on the extent (if any) of continued provision by the Owner of the Annual Donation for distribution to Local Causes beyond the 9th (ninth) anniversary of the First Arena Event

ANNEX

INDICATIVE HIGHWAY WORKS

1 The Indicative Highway Works shall include (but shall not be limited to) the works below but only to the extent such works can be undertaken in the highway or land within the Site which is within the control of the Owner

Ashton New Road Route

1 1 Paint, graphics and lighting on lamp posts to create markers which clearly designate routes, give information about walking distances and promote active travel

1 2 Locally reconfigure pavement / lane relationship at current pavement 'pinch point' adjacent to the existing railway bridge

1 3 Reinforce walking route markings and declutter the area where the route crosses Metrolink tracks

1 4 Install signage at Great Ancoats Street to better signal walking and cycling routes between the city centre and the Etihad Campus

1 5 Trim back low branches on trees along route to improve visibility below tree canopies and actively support future annual maintenance regime in conjunction with relevant stakeholders

1 6 Tactile paving and dropped kerbs where necessary and appropriate

City Link Route

1 7 Paint, graphics and lighting on lamp posts to create markers which clearly designate routes, give information about walking distances and promote active travel

1 8 Install signage at Ashton New Road to better signal walking and cycling routes between the city centre and the Etihad Campus

1.9 Install localised fencing, as necessary, to close off hiding places adjacent to bridge abutments

1 10 Local repairs, as necessary, to existing side fences

1 11 Re-paint existing side fences

1 12 Art / Lighting improvements where route passes beneath railway bridges

1 13 Remove scrub and vegetation beneath existing trees to improve sightlines and attractiveness of route and actively support future maintenance in conjunction with relevant stakeholders

1 14 Groundcover and wildflower planting beneath trees to improve ecology and attractiveness of route

1 15 In consultation with TfGM, agree and implement a scheme of modifications to the existing Metrolink barriers on edge of City Square in order to visually open up City Link entrance from Campus

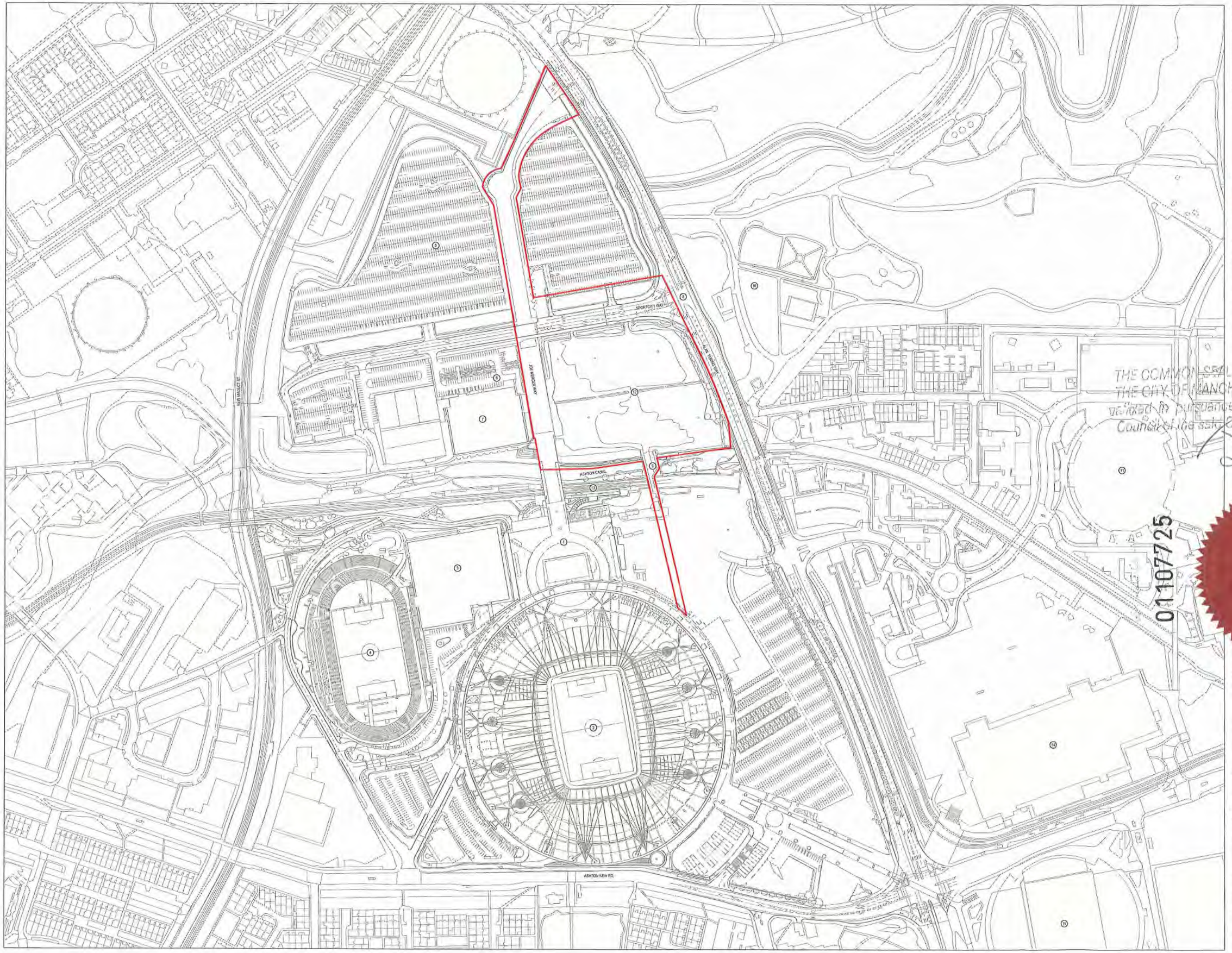
1 16 Dropped kerbs and tactile paving where necessary and appropriate

The cost of the Indicative Highway Works shall not exceed a maximum of £250,000 (two hundred and fifty thousand pounds)

APPENDIX

PLANS

Site Plan



REVISIONS		
REV	DATE	DESCRIPTION
00	14.02.2020	PLANNING

KEY PLAN

KEY

PLANNING APPLICATION BOUNDARY

1. ETIHAD CAMPUS
2. ETIHAD STADIUM
3. NATIONAL SQUASH CENTRE
4. MANCHESTER REGIONAL ARENA
5. CAR PARK
6. CHARGING STATION
7. MANCHESTER TENNIS AND FOOTBALL CENTRE
8. ALAN TURING WAY
9. FORDE LANE BRIDGE
10. PHILIPS PARK
11. NATIONAL CYCLING CENTRE
12. PROPOSED SITE
13. TRAM STATION
14. EASTLANDS SUPERCENTRE
15. CITY FOOTBALL ACADEMY

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

Authorised Signatory

01107/25

ALL INTERNAL LAYOUTS AND USES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT FOR DETERMINATION

CLIENT

OVG International

ARCHITECT

POPULOUS

PROJECT NAME

OVG MANCHESTER

DRAWING TITLE

SITE - EXISTING LOCATION PLAN

STATUS		PROJECT No.
PLANNING		4933
DATE	SCALE	SIZE
14/02/2020	1 : 1250	A0

DRAWN	CHECKED	APPROVED
MC	PG	DS

PROJECT	ORIGIN	ZONE	LEVEL	TYPE	ROLE	DRAWING	REV.
BRA-POP-	XX-	XX-		DR-	A-	0600	00



REVISIONS		
REV	DATE	DESCRIPTION
00	22.10.2020	Issue for Section 106

KEY PLAN

KEY

SECTION 106 – ARENA SITE

1. ETIHAD CAMPUS
2. ETIHAD STADIUM
3. NATIONAL SQUASH CENTRE
4. MANCHESTER REGIONAL ARENA
5. CAR PARK
6. CHARGING STATION
7. MANCHESTER TENNIS AND FOOTBALL CENTRE
8. ALAN TURING WAY
9. FORGE LANE BRIDGE
10. PHILIPS PARK
11. NATIONAL CYCLING CENTRE
12. PROPOSED SITE
13. TRAM STATION
14. EASTLANDS SUPERCENTRE
15. CITY FOOTBALL ACADEMY

01107724

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:-

Authorised Signatory

NOTE - THIS DRAWINGS IS NOT ORIGINAL POPULOUS CONTENT

SURVEY INFORMATION HAS BEEN PROVIDED BY CLIENT TEAM

THIS DRAWING IS ONLY TO SCALE IF IT IS REPRODUCED AT THE CORRECT PAPER SIZE

1/1250 @A0

ALL INTERNAL LAYOUTS AND USES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT FOR DETERMINATION.

CLIENT

OVG International

© COPYRIGHT ALL RIGHTS RESERVED

THIS DRAWING IS COPYRIGHT AND MAY NOT BE REPRODUCED OR USED EXCEPT AS EXPRESSLY PERMITTED BY US IN WRITING. ALL RIGHTS ARE RESERVED. ANY UNAUTHORISED REPRODUCTION, ALTERATION OR USE OF THIS DRAWING MAY BE A CRIMINAL OFFENCE AND MAY LEAD TO PROSECUTION AND/OR CIVIL LIABILITY. POPULOUS RESERVES THE RIGHT TO BE IDENTIFIED AS THE AUTHOR OF THIS DRAWING IN ACCORDANCE WITH THE COPYRIGHT, DESIGNS AND PATENTS ACT 1988.

USE OF THIS DRAWING IS RESTRICTED TO THOSE EXPRESSLY AUTHORISED BY POPULOUS AND IS NOT TO BE LENT, COPIED, SOLD OR DISTRIBUTED IN ANY WAY.

ARCHITECT

POPULOUS

10 BLADES COURT | DEODAR ROAD | LONDON | SW15 2NU | UNITED KINGDOM
TELEPHONE +44 (0)20 8874 7333 FACSIMILE +44 (0)20 8874 7499

ALL REPRODUCTION & INTERNATIONAL COPYRIGHT RIGHTS RESERVED © POPULOUS 2020

PROJECT NAME

OVG MANCHESTER

DRAWING TITLE

Section 106 – Arena Site Plan

STATUS			PROJECT No.
PLANNING			4933
DATE		SCALE	SIZE
22/10/20		1 : 1250	A0
DRAWN	CHECKED	APPROVED	
GK	PG	DS	

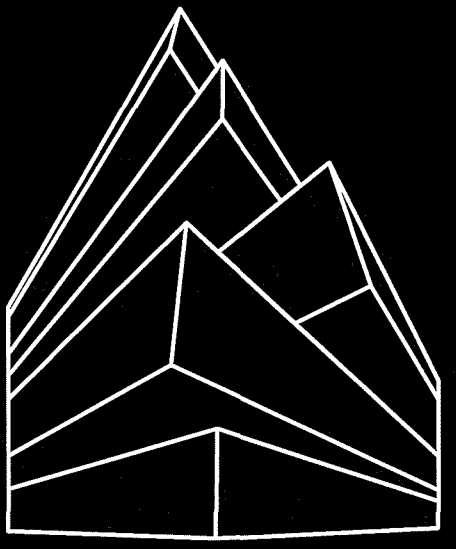
PROJECT	ORIGIN	ZONE	LEVEL	TYPE	ROLE	DRAWING	REV
BRA-POP-	XX-	XX-	DR-	A-		0675	00

Ancillary Facilities Plans

OVG
OAK VIEW GROUP

OVG MANCHESTER
ANCILLARY FACILITIES

© 2020 POPULOUS

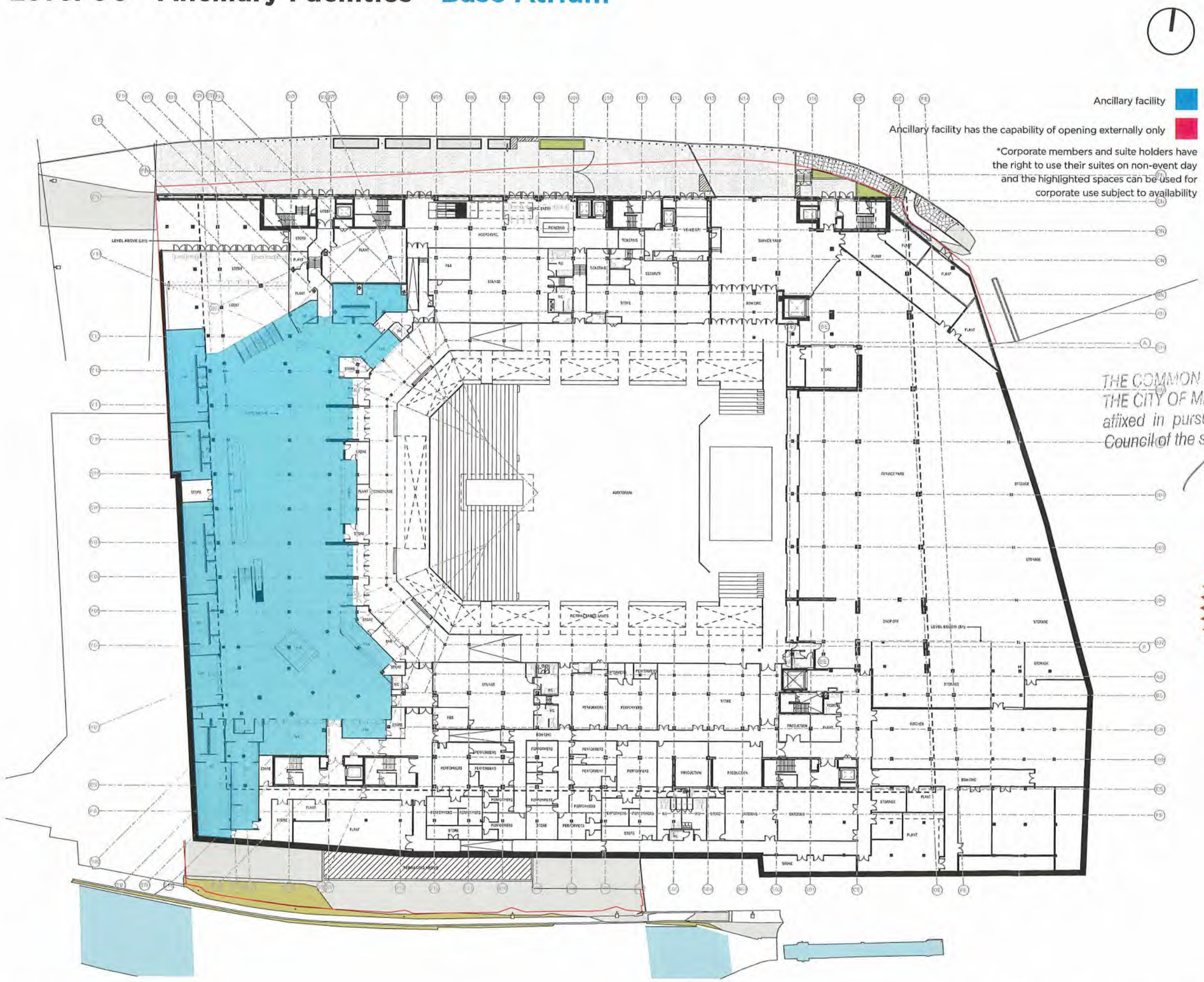


OVG MANCHESTER

28.07.2020

POPULOUS

Level 00 - Ancillary Facilities - Base Atrium

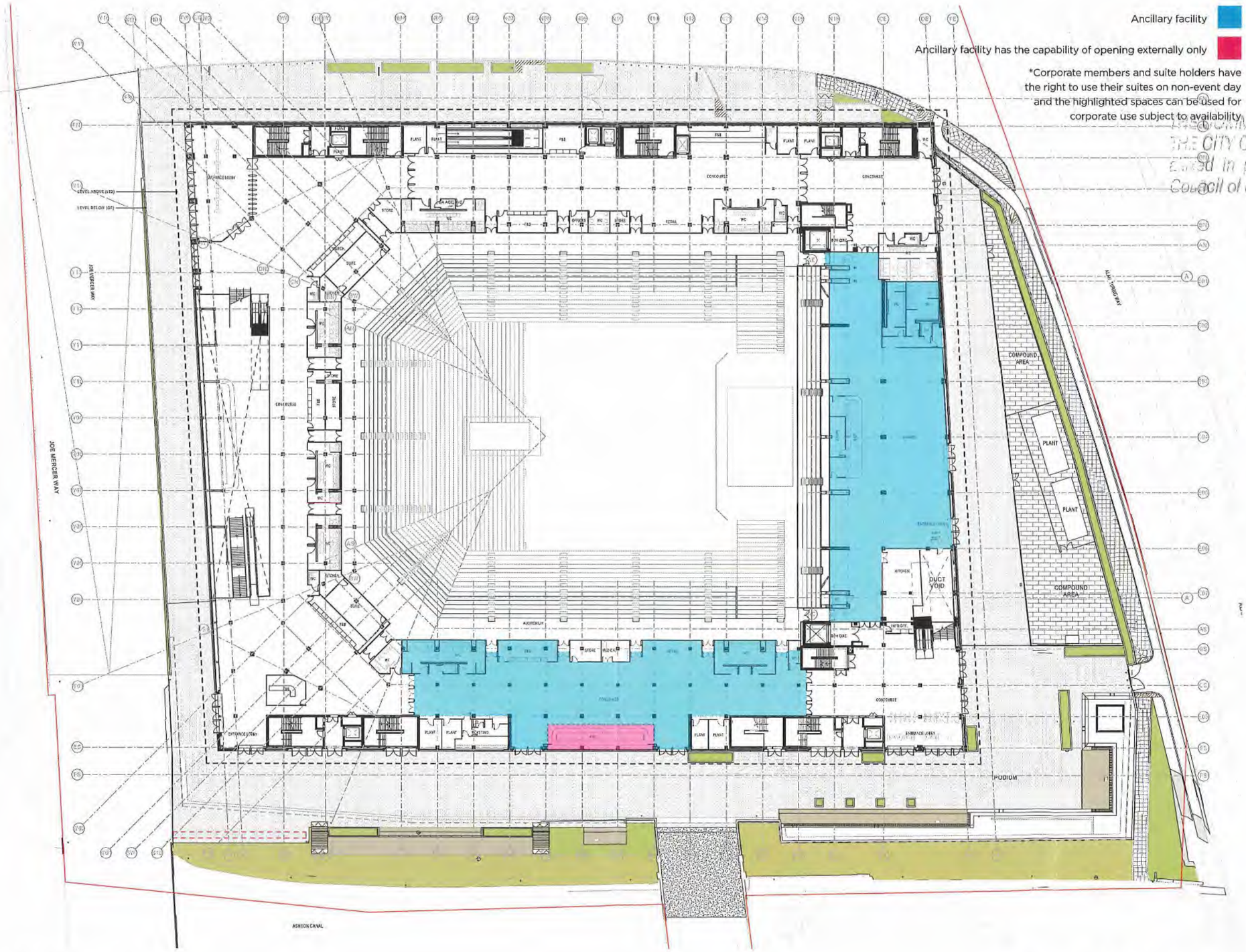


THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:-

Authorised Signatory

01107723

Level 01 - Ancillary Facilities - Backstage Club + Canalside



THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:-

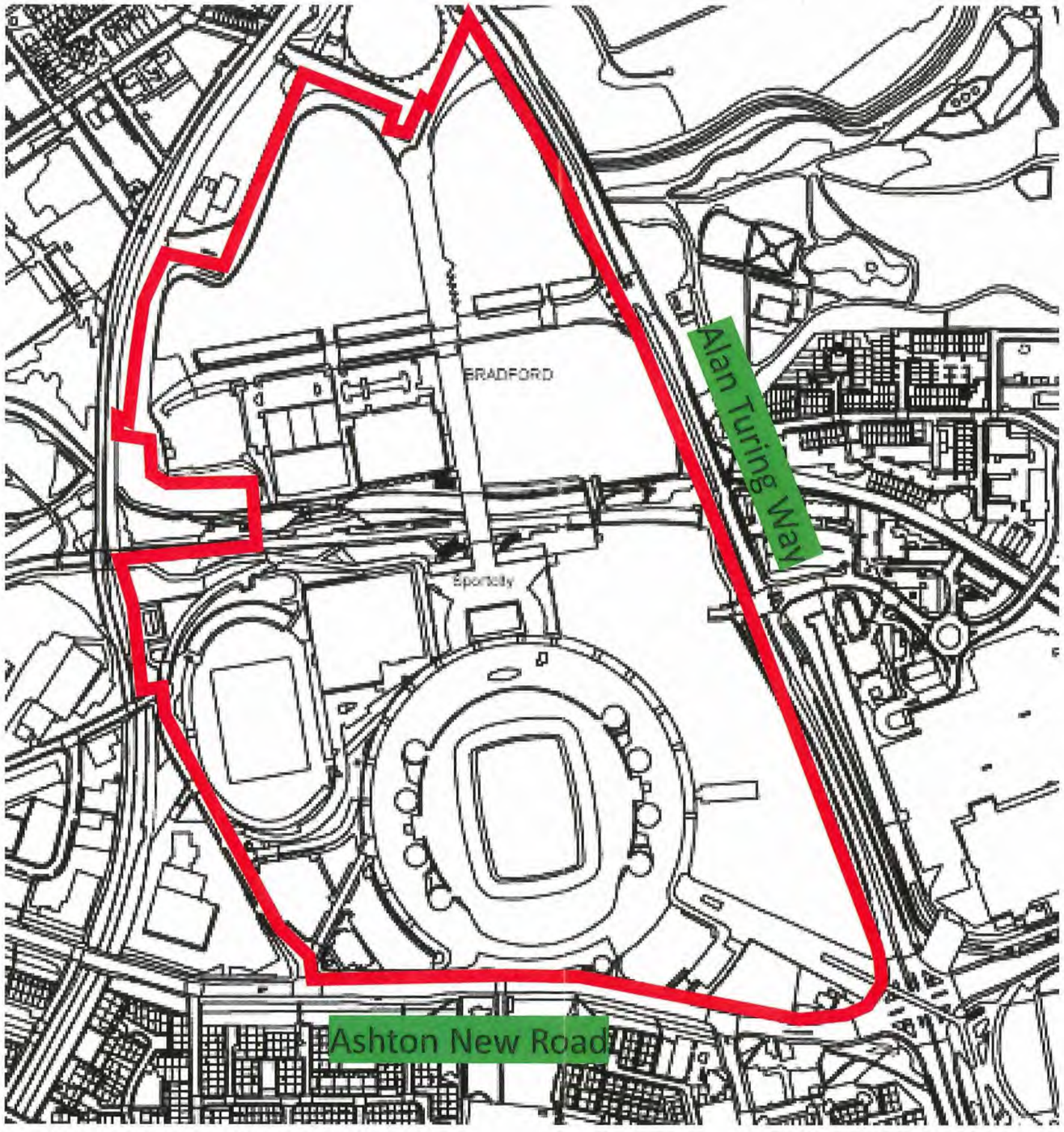
Authorised Signatory

01107722

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

Authorised Signatory

01107721



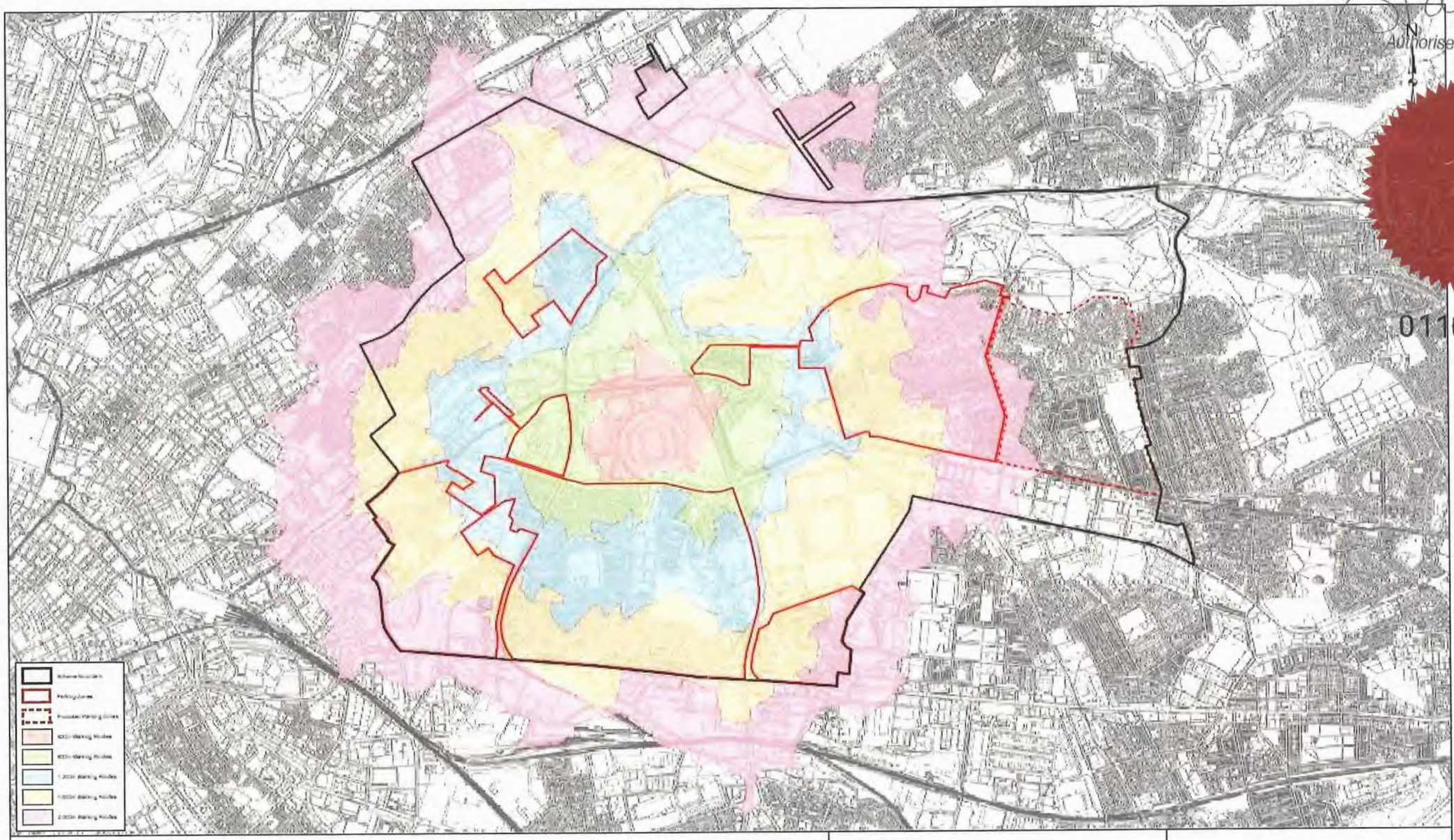
Etihad Campus
October 2020

RPZ Plan

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

Authorised Signatory

01107720



A1 Scale 1:7,500

PLAN FOR IDENTIFICATION PURPOSES ONLY

Development Team
Growth & Development Directorate
P.O. Box 532
Manchester M60 2LA

MANCHESTER CITY COUNCIL

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

01107719

Authorised Signatory

EXECUTED AS A DEED (but not delivered)
until the date hereof) by)
EASTLAND DEVELOPMENT)
COMPANY LIMITED)
acting by a director and the company)
Secretary or by two directors or by a director)
in the presence of a witness

Director

Director / Secretary

Witness Signature

Name

Address

Occupation

EXECUTED AS A DEED (but not delivered)

until the date hereof) by)

OVG MANCHESTER LIMITED)

acting by)

in the presence of a witness

Director

Witness Attestation (to be initialled) *I confirm that I was physically present when executed this Deed*

Name of Witness

Signature of Witness

Address

Occupation