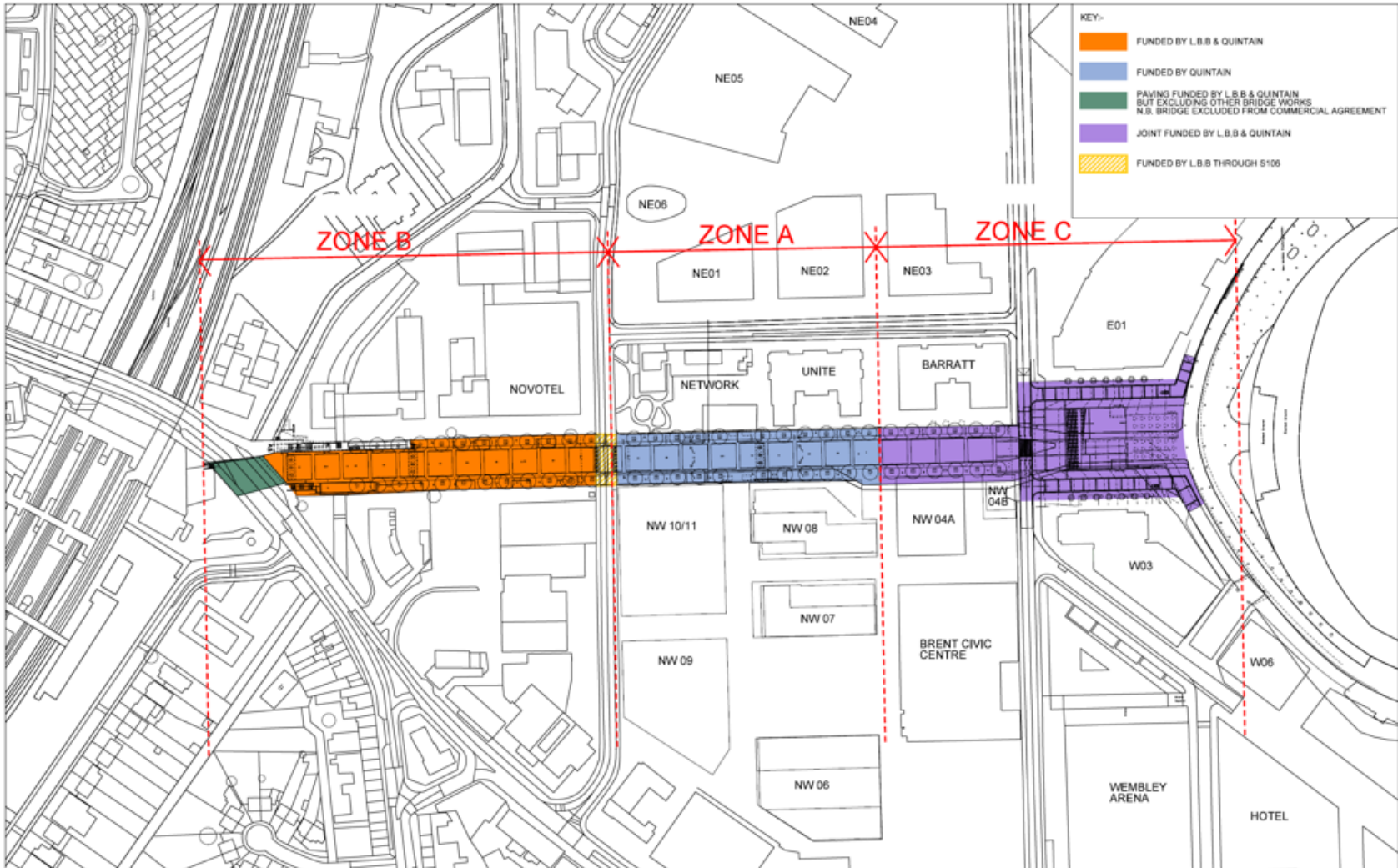


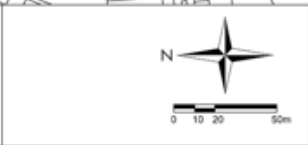
Olympic Way Commercial and Funding Agreements

Update 10.7.19

APPENDIX A PLAN OF ZONES A, B AND C



Drawing Record			
Rev. No.	By	Comments	Checked
P01	14.08.17	JW PRELIMINARY ISSUE	BT
P02	21.08.17	JW UPDATED FOLLOWING COMMENTS	BT
P03	27.03.19	JW UPDATED FOLLOWING COMMENTS	BT



DO NOT SCALE OFF THIS DRAWING

This scheme is subject to town planning and all other necessary consents.

Dimensions, areas and levels shown herein are only approximate and subject to site survey. All dimensions are to be measured on site. Any discrepancies or variations are to be agreed to in the written before work commences. Figure dimensions only are to be taken from this drawing.

This drawing is to be used in conjunction with all relevant consultation and approval documentation and any discrepancies or variations are to be referred to the architect before any other work commences.

Client: QUINTAIN LTD
 Drawing Title: OLYMPIC WAY

PRELIMINARY			
Task ID	Date	Drawn	Checked
1:2000	SEPT '17	JW	BT
3, 4, 4, 4	AL (0, 3) 2, 0, 1, 0		P, 0, 4

leslie jones
 architecture

Unit 102, Green Park Building, 302 Ludlow Street, Bristol, BS1 6TA
 London: 01753 60000
 Bristol: 01175 51210
 www.lesliejones.co.uk

Funding Agreements

- Zone A funded by Quintain £10.1m + VAT
- Zone B funded by LBB (and Quintain) £5.7m +VAT of £9m + VAT
- Zone C funded by LBB and Quintain £36m + VAT (LBB £12.1M + VAT)

- VAT position now agreed between the parties

- Conditions of LBB co-funding Zone B:
 - A-B Commercial agreement in place

- Conditions of funding Zone C:
 - A-C Commercial agreement in place
 - NW04 existing consent not implemented and new agreed consent secured
 - Stadium agreement to demolish secured

A-B commercial agreement

- 3 models proposed:
 - P and L approach - Fair share of profit
 - Fixed fee + RPI
 - Minimum guarantee + RPI + profit share above threshold
- PCG recommendation made in Feb 2019 to take forward Minimum guarantee + profit share
- Net profit = Revenues from commercialisation of lampposts A-C, plus OW street space, less allowable costs (non service charge cleaning, electricity, maintenance, commercial management fee etc.)
- 25 year deal, from completion of end Sept 2019. Break at Yr. 10.
- Years 1-3: £125k minimum guarantee to LBB plus 50% profit share >£350k contribution
- Years 4-5 :£150k minimum guarantee (Yr. 5 + RPI), plus 50% profit share >£350k contribution
- Year 6+: £200k minimum guarantee (+ RPI 7+), plus 50% profit share >£400k contribution
- VAT added to payments

A-B commercial agreement

- Exclusions:
 - Q or Brent owned assets e.g. BMB (separate agreement), Black Sheep, Boxpark
 - Not for profit events on OW
- Other conditions:
 - Open Book
 - Stadium ambush agreements in place
 - LBB have 24 days banner usage a year in non-commercial periods; Q has 100 days.
 - LBB Right but not obligation to re-invest in OW animation programme
 - Q have right to present animation programmes for consideration
 - FA have buy-out option for event days with income falling under this agreement
 - Neither side contest OW ownership/adoption for 25 years, new agreed wording for property searches
 - Both sides support simplified licensing regime to facilitate animation/commercialisation of OW
 - Annual reviews end 2021 and 2022 of model and right to modify by agreement
 - Restricted purchaser clauses

Next steps

- Finalise legal docs:
 - Funding agreement
 - Zone A-B commercial agreement
- *Re-Submitted to PCG, cooling off period (?)*
- Final approval: AD, ST
- Payment to Quintain £5.7m + VAT
- Agreement live from end Sept 2019
- Zone C agreement extension agreed in due course (covers Steps only)