

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY
- (2) MELDENE LIMITED
- (3) TOTTENHAM HOTSPUR STADIUM LIMITED
- (4) STARDARE LIMITED
- (5) PAXTON17 LIMITED
- (6) BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY
- (7) TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED

Deed of Variation pursuant to Section 106A of the Town and Country Planning Act 1990 and Section 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 dated 7 March 2016

In relation to:

An Agreement dated 7 March 2016 Development of land bordered by Northumberland Park to the north, High Road to the west, Park Lane to the south and Worcester Avenue to the east (as modified by a Deed of Variation dated 5 April 2025)

THIS DEED is made on

day of

2024

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, Wood Green, London N22 4LE (**“the Council”**)
- (2) **MELDENE LIMITED** of Lilywhite House 782 High Road, London N17 0BX (**“the Owner”**)
- (3) **TOTTENHAM HOTSPUR STADIUM LIMITED** of Lilywhite House 782 High Road, London N17 0BX (**“the Leasehold Owner”**)
- (4) **STARDARE LIMITED** of Lilywhite House 782 High Road, London N17 0BX (**“Stardare”**)
- (5) **PAXTON17 LIMITED** of Lilywhite House 782 High Road, London N17 0BX (**“Paxton17”**)
- (6) **BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY** of Two Park Place, Hatch Street Dublin 2, Ireland (**“the Mortgagee”**)
- (7) **TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED** of Lilywhite House 782 High Road, London N17 0BX (**“the Developer”**)

Together **“the Parties”**

INTRODUCTION

- (i) This Deed is entered into by the Parties in relation to the Site
- (ii) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and is the local authority for the purposes of the Greater London Council (General Powers Act) 1974 and the Local Government Act 1972 and the Localism Act 2011 and the highway authority for the purpose of the 1980 Act
- (iii) The Owner is the freehold and leasehold owner of those parts of the Site as set out in Part 1 of Schedule One
- (iv) The Leaseholder Owner is the leasehold owner of those parts of the Site set out in Part 2 of Schedule One

- (v) Stardare and Paxton17 are the freehold and leasehold owners of those parts of the Northern Terrace Site set out in Part 3 of Schedule One
- (vi) The Mortgagee holds a registered charge over those parts of the Site set out in Part 4 of Schedule One dated 19 September 2019
- (vii) On 7 March 2016 (1) the Council, (2) the Owner, (3) Stardare, (4) Paxton17 (under its previous name of Star Furnishing Limited) and (5) the Developer entered into the Original Section 106 Agreement
- (viii) On 5 April 2024 the Parties entered into the Deed of Variation and the Council issued the Section 73 Permission
- (ix) On 19 April 2024 the Developer submitted the Second Section 73 Application to the Council to vary Condition B9 attached to the Section 73 Permission
- (x) The Council having complied with all duties imposed on it by or under the 1990 Act and having had regard to the provisions of the development plan and all other material considerations has resolved to enter into this Second Deed of Variation at the meeting of its Planning Sub-Committee on 1 August 2024 and following the execution of this Second Deed of Variation to grant the Second Section 73 Permission
- (xi) The Parties have agreed to enter into this Second Deed of Variation in order to amend the Original Section 106 Agreement (as previously amended by the Deed of Variation)

NOW THIS DEED WITNESSETH as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Defined terms, words and expressions in the Original Section 106 Agreement (as previously amended by the Deed of Variation) shall have the same meaning in this Second Deed of Variation (except to the extent that they are expressly varied by this Second Deed of Variation)
- 1.2 In this Second Deed of Variation the following words and phrases shall unless the context otherwise requires bear the meaning set out below:

Word or Phrase	Meaning
“Deed of Variation”	the Deed of Variation to the Original Section 106 Agreement dated 5 April 2024
“Original Section 106 Agreement”	the agreement dated 7 March 2016 entered into between the Council, the Owner, Stardare, Star Furnishing and the Developer in relation to the Site pursuant to Section 106 of the 1990 Act and other enabling statutory powers as amended by the Deed of Variation
“Planning Permission”	the planning permission granted by the Council dated 15 April 2016 in relation to the Site attributed reference number HGY/2015/3000
“Section 73 Application”	the application by the Developer pursuant to Section 73 of the 1990 Act for Minor Material Amendments to height, design, maximum floorspace and associated works to Plot 3 (Hotel / Residential development) of the hybrid planning permission HGY/2015/3000 (following previously approved amendments including HGY/2017/1183 to allow part residential (C3) use on Plot 3) for demolition and comprehensive redevelopment of the Northumberland Park Development Project through variation of Conditions A4 (Consented Drawings and Documents); A6 (Conformity with Environmental Statement) and Condition A7 (Maximum Quantity/Density) and D1 (Plot 3 specific drawings) attributed reference number HGY/2023/2137 by the Council
“Section 73 Permission”	the planning permission granted by the Council in respect of the Section 73 Application on 5 April 2024
“Second Section 73 Application”	the application by the Developer pursuant to Section 73 of the 1990 Act for variation to Condition B9 (Major Non-Association Football Events) (MNFES) of the Hybrid planning permission HGY/2023/2137 (as amended from HGY/2015/3000) for amendments to allow up to 30 major non-association football events including music concerts;

Word or Phrase	Meaning
	and other associated changes and attributed reference number HGY/2024/1008
“Second Deed of Variation”	This deed of variation to the Original Section 106 Agreement (as previously amended by the Deed of Variation)
“Second Section 73 Permission”	The planning permission to be granted by the Council in respect of the Second Section 73 Application upon completion of the Second Deed of Variation

2 CONSTRUCTION

- 2.1 Where in this Second Deed of Variation reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Second Deed of Variation
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3 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 interchangeably in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.6 References to any party to this Second Deed of Variation shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions
- 2.7 The headings are for reference only and shall not affect construction

3 LEGAL EFFECT AND COMMENCEMENT

3.1 This Second Deed of Variation is made pursuant to Section S106 and 106A of the 1990 Act and all other enabling powers and enactments that may be relevant for the purpose of giving validity to this Second Deed of Variation with the intent that the existing obligations, covenants and restrictions in the Original Section 106 Agreement shall be varied as hereinafter provided and that such obligations, covenants and restrictions shall continue to be planning obligations for the purposes of Section 106 of the 1990 Act which are enforceable by the Council as local planning authority

3.2 It is hereby agreed between the Parties that (save in respect of Clause 5 (Costs) Clause 6 (the grant of the Second Section 73 Permission) and Clause 7 (Registration as a Local Land Charge) (which shall take effect on the date of this Second Deed of Variation) the provisions of this Second Deed of Variation will not take effect unless and until the Council has granted the Second Section 73 Permission

4 VARIATIONS TO THE ORIGINAL SECTION 106 AGREEMENT

4.1 The Parties agree that the Original Section 106 Agreement shall be varied as set out in Schedule Two to this Second Deed of Variation

4.2 Save as expressly varied by this Second Deed of Variation the Original Section 106 Agreement shall remain in full force and effect

5 COSTS

The Owner shall pay on completion of this Second Deed of Variation the Council's reasonable legal costs and disbursements incurred with the completion of this Second Deed of Variation

6 THE SECOND SECTION 73 PERMISSION

The Council covenants to grant the Second Section 73 Permission as soon as reasonably practicable following completion of this Deed of Variation

7 LOCAL LAND CHARGE

This Second Deed of Variation shall be registerable as a Local Land Charge

8 MORTGAGEE CONSENT

The Mortgagee consents to the Leasehold Owner entering into this agreement and acknowledges that from the date hereof the site is bound by the planning obligations restrictions and undertakings contained as set out in the Original Section 106 Agreement as varied herein provided that the Mortgagee shall have no liability under this Second Deed of Variation and the Original Section 106 Agreement as amended by this Second Deed of Variation unless it takes possession of the Site (or part thereof) in which case it too will be bound by the obligations in the Original Section 106 agreement as varied by this Second Deed of Variation as if it were a person deriving title from the Leasehold Owner in respect of the part of the Site of which it takes possession

9 THIRD PARTY RIGHTS

No provisions of this Second Deed of Variation shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

10 JURISDICTION

This Second Deed of Variation is governed and interpreted in accordance with the law of England and Wales

11 DELIVERY

The provisions of this Second Deed of Variation (other than this clause which shall be of immediate effect) shall be of no effect until this Deed of Variation has been executed and dated

12 MISCELLANEOUS

12.1 Insofar as any clause or clauses of this Second Deed of Variation are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Second Deed of Variation

12.2 This Second Deed of Variation shall cease to have effect (insofar only as it has not already been complied with) if the Second Section 73 Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to its implementation

- 12.3 Nothing in this Second Deed of Variation shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission Listed Building Consent or Section 73 Permission or Second Section 73 Permission) granted (whether or not on appeal) after the date of this Second Deed of Variation
- 12.4 Nothing contained or implied in this Second Deed of Variation shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority

SCHEDULE 1
THE SITE

PART 1 – THE OWNER’S INTERESTS

Title Number	Address
AGL111807 (Freehold)	Stadium Site and 20-32 Worcester Avenue
AGL356342 (Freehold – Possessory)	Stadium Site
AGL299404 (Leasehold)	Part north Podium – podium level and above

PART 2 – THE LEASEHOLDER’S INTERESTS

Title Number	Address
AGL413960 (Leasehold)	Stadium Site
AGL489520 (Leasehold)	Stadium Site
AGL416210 (Leasehold – Possessory)	Stadium Site

PART 3 – THE NORTHERN TERRACE SITE

Stardare Limited:

Title Number	Address
MX195511 (Freehold)	796 High Road, Tottenham, London N17 0DH
AGL537940 (Freehold)	Accessways to the side of 798 High Road and 806 High Road

Paxton17 Limited (Freehold unless otherwise stated):

Title Number	Address
MX159131	794 High Road, Tottenham, London N17 0DH
NGL273253	798 High Road, Tottenham N17 0DH
EGL222712	Land lying to the East of High Road, Tottenham
AGL91333	800-802 High Road, Tottenham N17 0DH
AGL400426	Land adjoining 800-802 High Road, Tottenham N17 0DH
MX335324	804 High Road, Tottenham, London N17
MX333635	806 High Road, Tottenham, London N17 0DH
EGL152972 and AGL317133	808 High Road, Tottenham, London N17 0DH
EGL168565	810-812 High Road, Tottenham, London N17 0DH
EGL171227	814 High Road, Tottenham, London N17 0DH
EGL184056 (Leasehold)	814c High Road, Tottenham, London N17 0DH
EGL186866 (Leasehold)	814d High Road, Tottenham, London N17 0DH

PART 4 – THE MORTGAGEE’S INTERESTS

The Mortgagee holds a registered charge over the Leaseholder’s leasehold interests in title numbers AGL413960, AGL489520 and AGL416210

SCHEDULE 2
VARIATIONS TO THE ORIGINAL SECTION 106 AGREEMENT

1. VARIATIONS TO DEFINITIONS IN THE ORIGINAL SECTION 106 AGREEMENT

- 1.1 Clause 1.1 of the Original Section 106 Agreement shall be varied by the insertion of the definitions set out in Clause 1.2 of this Deed SAVE FOR the definitions for “Deed of Variation” and “Original Section 106 Agreement” and “Planning Permission” “and Second Deed of Variation”
- 1.2 The definitions of the following words and phrases set out in clause 1.1 of the Original Section 106 Agreement shall be DELETED and REPLACED with the following:

Word or Phrase	Replacement
“Development”	the development of the Site in accordance with the Planning Permission and/or the Section 73 Permission and/or the Second Section 73 Permission and the Listed Building Consent

- 1.3 The definitions of the following words and phrases shall be ADDED to clause 1.1 of the Original Section 106 Agreement

EXPRESSION	MEANING
“2016 MNFE Cap”	The cap on the number of Major Events permitted to be held in the Completed Stadium in any calendar year set out in Condition B16 of the Planning Permission and subsequently in Condition B9 attached to the Section 73 Permission which provides that: “No more than 16 major non-association football events (greater than 10,000 visitors) shall be held per annum in the stadium of which no more than 6 shall be music concerts and no more than 2 boxing, except during the calendar years 2023 and 2024 where there shall be no limit on the number of music concerts within the overall limit of 16 major non-association

EXPRESSION	MEANING
	football events, subject to there being no more than three consecutive days of concerts and only one week in the year where there are more than three concerts in a single week.”
“Additional Mitigation Measures”	Additional mitigation measures, including but not limited to amendments to the Major Event Day Local Area Management Plan and MNFE Travel Plan which are both necessary and reasonable to address the Council’s reasons for service of the Additional MNFE Non-Compliance Notice
“Additional MNFE Compliance Notice”	A notice to be issued by the Council pursuant Paragraph 28.6 of Schedule Four where following the conclusion of the Additional MNFE Operation Review the Council considers that the Owner has complied with the Major Event Day Local Area Management Plan and that the increase in the MNFE Cap as a result of the Second Section 73 Permission has not given rise to any quantifiable and demonstrably unacceptable additional adverse impacts on local residents and/or businesses taking into account all of the Additional MNFE Operational Review Considerations
“Additional MNFE Non-Compliance Notice”	A notice to be issued by the Council pursuant Paragraph 28.6 of Schedule Four where following the conclusion of the Additional MNFE Operation Review the Council considers that the Owner has not complied with the the Major Event Day Local Area Management Plan and that the increase in the MNFE Cap as a result of the Second Section 73 Permission has given rise to quantifiable and demonstrably unacceptable additional adverse impacts on local residents and/or businesses taking into account all of the Additional MNFE Operational Review Considerations
“Additional MNFE Operational Report Review Contribution”	a financial contribution in the sum of £6,000 [SIX THOUSAND POUNDS] payable by the Owner to the Council in respect of the Council’s costs of undertaking the Additional MNFE Operational Report Review(s)

EXPRESSION	MEANING
“Additional MNFE Operational Report Review”	The review to be undertaken by the Council of the impact of the operational issues associated with the increase in the MNFE Cap on local residents and businesses and taking into account the Additional MNFE Operational Review Considerations and in accordance with Schedule Twenty Six
“Additional MNFE Operational Report”	The report to be prepared by the Owner and submitted to the Council in accordance Paragraph 28.1 of Schedule Four and Schedule Twenty Six setting out the operational issues associated with the increase in the MNFE Cap as a result of the Second Section 73 Permission on local residents and businesses and addressing the Additional MNFE Operational Review Considerations
“Additional MNFE Operational Review Considerations”	The positive and negative impacts of the increase to the MNFE Cap on local residents and businesses as a direct result of the increase of the MNFE Cap taking into account the following factors: (a) The socio-economic benefits of the increase to the MNFE Cap; (b) MNFE noise impacts (measured in accordance with the noise control plan for each MNFE pursuant to Condition B10 attached to the Second Section 73 Permission) (c) Anti-Social Behaviour (including street urination) and the adequacy of MNFE toilet provision and signage; (d) Littering and street cleanliness; (e) Car Parking and parking enforcement – taking into account the review and implementation of the Council’s MEDCPZ Code of Enforcement; (f) Road closures and other traffic management issues; (g) Station queue management; and (h) Compliance with the MEDLAMP. Such factors to be quantified wherever possible to avoid subjectivity

EXPRESSION	MEANING
“Additional MNFE”	Any MNFE falling within the MNFE Cap above the number of MNFEs authorised by the 2016 MNFE Cap
“BCLG”	The Business and Community Liaison Group established pursuant to Condition A5 attached to the Original Permission the Section 73 Permission and the Second Section 73 Permission
“Business Charter”	The strategy to coordinate the promotion of local businesses to benefit from the holding of MNFEs including external-led events, the production of a map and directory of local businesses, the linking of players and artists to local businesses and the holding of training sessions for local businesses in social media and communications set out in Schedule Twenty Seven
“Concert”	any music concert with greater than 10,000 spectators held at the Completed Stadium
“LBE TMO Contribution”	a financial contribution payable by the Owner to LBE in the sum of £2500.00 [TWO THOUSAND FIVE HUNDRED POUNDS ONLY] towards LBE’s costs of amending the relevant Major Event Day CPZ within the LBE administrative boundary
“LBE”	London Borough of Enfield
“Local Residents”	Residents whose permanent main residence lies within postcodes N15, N17, N18 and/or N22
“MNFE Cap Reduction Notice”	A notice issued by the Council pursuant to Paragraph 28.15 of Schedule Four to this Deed stipulating a reduction in the number of MNFEs that may be held within the MNFE Cap
“MNFE Cap”	The cap on the number, type and frequency of Major Events as authorised by Condition B9 attached to the Second Section 73 Permission as follows:

EXPRESSION	MEANING
	“No more than 30 major non-association football events exceeding 10,000 visitors shall be held in any calendar year in the stadium, of which no more than four consecutive non-association football events; no more than five non-association football events in a week; no more than nine in a two week period; no more than two boxing events in any calendar year; and no more than two weeks in any calendar year when there are either four consecutive days of non-association football events or five non-association football events in a single week (Monday to Friday), subject to the Review Mechanism contained within the S106 agreement.”
“MNFE Coach Strategy”	A plan to promote and regulate coach travel to and from the Completed Stadium by attendees of MNFEs in accordance with the principles set out in Schedule Sixteen to this Deed
“MNFE Cycle Strategy”	A plan to promote and regulate cycling to and from the Completed Stadium by attendees of MNFEs with the aim that 1% of attendees of MNFEs shall travel to and from the Completed Stadium by bicycle
“MNFE Frequency Notice”	A notice issued by the Council pursuant to Paragraph 28.13 of Schedule Four to this Deed stipulating an adjustment to the frequency of MNFEs that may be held pursuant to the MNFE Cap
“MNFE Priority Booking System”	A system to allow Local Residents a priority window of 24 hours to purchase tickets for Qualifying MNFEs
“MNFE Priority Booking System Publicity Strategy”	The strategy for publicising the availability of the MNFE Priority Booking System to Local Residents set out at Schedule Twenty Eight
“MNFE Travel Plan Monitoring Contribution”	A financial contribution of £30,000.00 [THIRTY THOUSAND POUNDS ONLY] each year for five years towards the Council’s costs of monitoring and regulating the MNFE Travel Plan

EXPRESSION	MEANING
“MNFE Travel Plan”	A transport highways parking and travel plan for use of the Completed Stadium for MNFEs to be prepared in accordance with the Travel Plan General Principles and Schedule Fifteen.
“MNFE”	A Major Event other than an association football match
“Noise Monitoring Contribution”	A financial contribution payable to the Council by the Owner on an ongoing monthly basis calculated on the basis of £1000.00 [ONE THOUSAND POUNDS ONLY] for each Concert held within the relevant month towards the Council’s costs of monitoring the noise levels associated with Concerts held at the Completed Stadium in accordance with the noise control plan for each Concert approved by the Council pursuant to Condition B10 attached to the Second Section 73 Permission
“Qualifying Local Residents”	Residents whose permanent main residence lies within postcodes N15, N17 and/or N18
“Qualifying MNFE”	A MNFE other than the two NFL Events contracted to be held at the Completed Stadium each year as at the date of grant of the Second Section 73 Permission
“Red Route Traffic Management Order”	Means a relevant order under the Road Traffic Regulation Act 1984 (as amended) which prevents the stopping of all vehicles (with the exception of emergency services and for licenced taxis to stop to pick up or set down passengers) on the public highways within the vicinity of the Site
“Regulatory Services Contribution”	A financial contribution payable to the Council by the Owner on an ongoing basis calculated on the basis of £3000.00 [THREE THOUSAND POUNDS ONLY] for each Additional MNFE held within the relevant month towards the costs of the Council’s Regulatory Services team in regulatory enforcement, the prevention of illegal street trading and the prevention of

EXPRESSION**MEANING**

obstructions to footpaths to ensure crowd flow and safety and the scope of such work shall be agreed between the Council and the Owner as funded by the contribution

2 VARIATIONS TO SCHEDULE THREE TO THE ORIGINAL SECTION 106 AGREEMENT

- 2.1 Plans 3 to 15 appended to Schedule Three to the Original Section 106 Agreement shall be DELETED and REPLACED with Plans 3 to 15 respectively appended to this Schedule at Annex A

3 VARIATIONS TO SCHEDULE FOUR TO THE ORIGINAL SECTION 106 AGREEMENT

- 3.1 Paragraphs 1.3 of Schedule Four to the Original Section 106 Agreement shall be DELETED and REPLACED with the following paragraph

“Not to hold or permit to be held any Major Event at the Completed Stadium other than in compliance with the Major Event Day Stadium Travel Plan as approved by the Council pursuant to paragraph 1.1 or 1.2 of this Schedule and as may be amended pursuant to paragraph 1.6 of this Schedule or such other updated or amended Major Event Day Stadium Travel Plan as may otherwise be submitted by the Owner and approved by the Council from time to time”

- 3.2 The following paragraphs shall be ADDED after Paragraph 1.6 and before Paragraph 2 of Schedule Four to the Original Section 106 Agreement:

MNFE TRAVEL PLAN AND MNFE TRAVEL PLAN MONITORING CONTRIBUTION

- 1.7 Prior to the holding of any Additional MNFE at the Completed Stadium to submit the MNFE Travel Plan to the Council for approval and not to hold or permit to be held any Additional MNFE at the Completed Stadium unless and until the MNFE Travel Plan has been approved by the Council
- 1.8 Following the approval of the MNFE Travel Plan not to hold or permit to be held any MNFE at the Completed Stadium other than in compliance with the MNFE Travel Plan approved by the Council in accordance with Paragraph 1.7 of this Schedule or such other MNFE Travel Plan as may be submitted by the Owner and approved by the Council from time to time

1.9 Prior to the holding of the first Additional MNFE to pay the first MNFE Travel Plan Monitoring Contribution to the Council and thereafter to pay the subsequent MNFE Travel Plan Monitoring Contributions to the Council on the anniversary of that date for the following four years

3.3 Paragraph 3.3 of Schedule Four to the Original S106 Agreement shall be DELETED and REPLACED with the following paragraph:

“Not to Occupy or permit Occupation of the Completed Stadium other than in compliance with the Stadium Development Cycling Strategy as approved by the Council pursuant to paragraphs 3.1 or 3.2 of this Schedule and as may be amended pursuant to paragraph 3.4 of this Schedule or such other updated or amended Stadium Development Cycling Strategy as may otherwise be submitted by the Owner and approved by the Council from time to time”

3.4 The following paragraphs shall be ADDED after Paragraph 3.4 and before Paragraph 4 of Schedule Four to the Original Section 106 Agreement:

MNFE Cycle Strategy

3.5 Not to permit the first Additional MNFE at the Completed Stadium unless and until the MNFE Cycle Strategy has been submitted to the Council for approval and to amend and re-submit the MNFE Cycle Strategy to the Council until it is approved and not to hold or permit to be held any Additional MNFE at the Completed Stadium unless and until the MNFE Cycle Strategy has been approved by the Council

3.6 Following the approval of the MNFE Cycle Strategy not to hold or permit to be held any MNFE at the Completed Stadium other than in compliance with the MNFE Cycle Strategy approved by the Council in accordance with paragraph 3.6 of this Schedule or such other MNFE Cycle Strategy as may be submitted to and approved by the Council from time to time

3.5 Paragraph 5.3 of Schedule Four to the Original Section 106 Agreement shall be DELETED and REPLACED with the following paragraph:

“Not to Occupy or permit Occupation of the Completed Stadium other than in compliance with the Stadium Development Coach Strategy as approved by the Council pursuant to

paragraphs 5.1 or 5.2 of this Schedule and as may be amended pursuant to paragraph 5.4 of this Schedule or such other updated or amended Stadium Development Coach Strategy as may otherwise be submitted to and approved by the Council from time to time”

- 3.6 The following paragraphs shall be ADDED after Paragraph 5.4 and before Paragraph 6 of Schedule Four to the Original Section 106 Agreement:

MNFE Coach Strategy

5.5 Not to permit the first Additional MNFE at the Completed Stadium unless and until the MNFE Coach Strategy has been submitted to the Council for approval and to amend and re-submit the MNFE Cycle Strategy to the Council until it is approved and not to hold or permit to be held any Additional MNFE at the Completed Stadium unless and until the MNFE Coach Strategy has been approved by the Council

5.6 Following the approval of the MNFE Coach Strategy not to hold or permit to be held any MNFE at the Completed Stadium other than in compliance with the MNFE Coach Strategy approved by the Council in accordance with paragraph 5.5 of this Schedule or such other MNFE Coach Strategy as may be submitted by the Owner and approved by the Council from time to time

- 3.7 Paragraph 6.3 of Schedule Four to the Original Section 106 Agreement shall be DELETED and REPLACED with the following paragraph:

“Not to hold or permit to be held any Minor Event or Major Event at the Completed Stadium other than in compliance with the Major Event Day Local Area Management Plan for that Minor Event or Major Event as approved by the Council pursuant to paragraphs 6.1 or 6.2 of this Schedule and as may be amended pursuant to paragraph 6.4 of this Schedule or such other updated or amended Major Event Day Local Area Management Plan or Plans as may otherwise be submitted to and approved by the Council from time to time”

- 3.8 The following paragraphs shall be ADDED after paragraph 6.4 and before paragraph 7 of Schedule Four to the Original Section 106 Agreement:

6.5 Prior to the holding of the first Additional MNFE to work with the Council to review the street cleansing chapter of the Major Event Day Local Area

Management Plan to ensure all walking routes to and from the Completed Stadium are appropriately addressed

- 6.6 Not to hold or permit to be held any Additional MNFE at the Completed Stadium until either the Council agrees that no update to the street cleansing chapter of the Major Event Day Management Plan is required pursuant to paragraph 6.5 or an updated street cleansing chapter of the Major Event Day Management Plan has been submitted to and been approved by the Council

- 3.9 The following paragraph shall be ADDED after paragraph 14.4 and before paragraph 15 of Schedule Four to the Original Section 106 Agreement:

BUSINESS CHARTER

- 14.5 To work with the Council and local business to operate the Completed Stadium in accordance with the terms of the Business Charter (as may be amended with the agreement of the Parties from time to time)

- 3.10 The following paragraphs shall be ADDED after paragraph 17.9 and before paragraph 18 of Schedule Four to the Original Section 106 Agreement:

24-HOUR TICKET WINDOW AND FREE TICKETS

- 17.17 The Owner shall establish and operate the MNFE Priority Booking System for Local Residents for all Qualifying MNFEs held at the Completed Stadium following the grant of the Second Section 73 Permission
- 17.18 The Owner shall advertise the MNFE Priority Booking System to Local Residents in accordance with the MNFE Priority Booking System Publicity Strategy (as may be amended with the agreement of the Parties from time to time)
- 17.19 No waiting list or priority booking charges shall be levied on Local Residents who seek to purchase tickets for Qualifying MNFEs through the MNFE Priority Booking System nor shall there be any restriction on the number of

Local Residents who are able to purchase tickets through the MNFE Priority Booking System

- 17.20 The operation of the MNFE Priority Booking System shall be reviewed on an ongoing basis to ensure there is no abuse of the terms of purchase of tickets for Qualifying MNFEs
- 17.21 The Owner shall continue to make available a minimum of 100 free tickets for all Qualifying MNFEs to Qualifying Local Residents
- 17.22 Any tickets to Qualifying MNFEs issued pursuant to either the MNFE Priority Booking System or pursuant to paragraph 17.21 shall be subject to THFC or the event promoter's standard ticketing terms and conditions and shall be strictly non-transferable and for use by the named individuals to whom they are issued

3.11 The following paragraphs shall be added after paragraph 21.1 of Schedule Four to the Original Section 106 Agreement:

22 REGULATORY SERVICES CONTRIBUTION

- 22.1 From the date of the first Additional MNFE the Owner shall pay the Regulatory Services Contribution to the Council on a monthly basis following receipt of an invoice from the Council based on the number of Additional MNFEs held within the relevant month

23 NOISE MONITORING CONTRIBUTION

- 23.1 From the date of the first Concert to be held following the grant of the Second Section 73 Permission the Owner shall pay the Noise Monitoring Contribution to the Council on a monthly basis following receipt of an invoice from the Council based on the number of Concerts held within the relevant month

25 RED ROUTE TRAFFIC MANAGEMENT ORDER

- 25.1 In conjunction with the review of the MEDCPZ Code of Enforcement pursuant to paragraph 27.1 the Council will consult with the Owner over the

design, implementation and enforcement of the Red Route Traffic Management Order

25.2 As part of the process of consultation between the Parties in respect of the Red Route Traffic Management Order pursuant to Paragraph 25.1 of this Schedule the Owner and the Council shall identify and agree any necessary and reasonable financial contributions payable by the Owner towards the design and implementation of the Red Route Traffic Management Order

25.3 Subject to the consultation with the Owner pursuant to Paragraph 25.1 of this Schedule and complying with all legal consultation and notification obligations, the Council shall implement the Red Route Traffic Management Order and the Owner shall make any financial contribution to the Council identified and agreed between the Parties as being necessary and reasonable pursuant to Paragraph 25.2 of this Schedule

26 LBE TMO Contribution

26.2 Prior to the holding of any Additional Events to pay the LBE TMO Contribution to LBE and not to hold or permit the holding of any Additional Events unless and until the LBE TMO Contribution has been paid to LBE

27 MEDCPZ Code of Enforcement

27.1 Following the grant of the Second Section 73 Permission the Council will work with the Owner to review and update as necessary the MEDCPZ Code of Enforcement and the Council covenants to operate the updated MEDCPZ Code of Enforcement in respect of all Major Events held at the Completed Stadium

28 MNFE Review Mechanism

28.1 Subject to Paragraph 28.4 below, on or prior to 17 October 2025 the Owner shall prepare and submit the Additional MNFE Operational Report to the Council

28.2 On the same date as the submission of the Additional MNFE Operational Report to the Council the Owner shall pay the Additional MNFE Operational Report Review Contribution to the Council

- 28.3 The Council shall have 2 months from receipt of the Additional MNFE Operational Report to undertake the Additional MNFE Operational Report Review in conjunction with other stakeholders including BCLG
- 28.4 In the event that fewer than 20 MNFEs are held in the year from 1 October 2024 to 30 September 2025 the obligations in paragraph 28.1 on the Owner to prepare and submit the Additional MNFE Operational Report and on the Council to undertake the Additional MNFE Operational Report Review shall be deferred until the next calendar years when 20 or more MNFEs are held (unless the Council agrees that sufficient Additional Events have taken place within either the year from 1 October 2024 to 30 September 2025 or any subsequent year to enable an informed assessment of the impact of the increase to the MNFE Cap)
- 28.5 The purpose of the Additional MNFE Operational Report Review shall be to review the effect of the Additional MNFEs against the Additional MNFE Operational Review Considerations
- 28.6 Following the conclusion of the Additional MNFE Operational Report Review the Council shall issue either an Additional MNFE Compliance Notice or an Additional MNFE Non-Compliance Notice and set out in writing its reasons for the service of either notice
- 28.7 If the Council fails to issue either an Additional MNFE Compliance Notice or an Additional MNFE Non-Compliance Notice within 2 months of receipt of the Additional MNFE Operational Report it shall be taken to have issued an Additional MNFE Compliance Notice
- 28.8 If the Council issues an Additional MNFE Compliance Notice the MNFE Cap shall continue to apply in perpetuity
- 28.9 If the Owner considers that the service of an Additional MNFE Non-Compliance Notice is not justified, taking into account the Additional MNFE Operational Considerations, it may within 28 days of service of the Additional MNFE Non-Compliance Notice refer the dispute to the Expert for determination pursuant to Clause 21 of this Deed and in the event that the Expert determines that the service of the Additional MNFE Non-Compliance Notice is not justified, the Council shall be deemed to have issued an

Additional MNFE Compliance Notice as at the date of the Expert's determination

- 28.10 If the Council issues an Additional MNFE Non-Compliance Notice and either the Owner does not refer the matter to the Expert pursuant to paragraph 28.9 or following referral by the Owner pursuant to paragraph 28.9 the Expert determines that the service of the Additional MNFE Non-Compliance Notice is justified the Council shall work with the Owner to seek to identify and agree any necessary and reasonable Additional Mitigation Measures to overcome the reasons for the service of the Additional MNFE Non-Compliance Notice
- 28.11 If the Owner and the Council are unable to agree either the need for or scope of any Additional Mitigation Measures either party may within 2 months of the date of the issue of the Additional MNFE Non-Compliance Notice (or in the event of a referral to the Expert by the Owner pursuant to paragraph 28.9, within 2 months of the Expert's determination that the service of the Additional MNFE Non-Compliance Notice was justified) refer the dispute to the Expert for determination pursuant to Clause 21 of this Deed
- 28.12 The Owner shall incorporate any Additional Mitigation Measures agreed with the Council pursuant to Paragraph 28.10 or deemed to be necessary and reasonable following a referral to the Expert pursuant to Paragraph 28.11 above into the Major Event Day Local Area Management Plan (or such other plan or strategy provided for under this Schedule for the purpose of regulating the holding of MNFEs as relevant) and thereafter shall not hold or permit to be held any MNFEs other than in compliance with such Additional Mitigation Measures
- 28.13 If, after having first complied within its obligations under Paragraph 28.10 above, the Council considers that Additional Mitigation Measures are not capable of addressing the reasons for service of the Additional MNFE Non-Compliance Notice and that an adjustment to the frequency of MNFEs permitted to be held under the MNFE cap is necessary to address the reasons for the issue of the Additional MNFE Non-Compliance Notice it may serve an MNFE Frequency Notice on the Owner

- 28.14 Subject to paragraph 28.18, following the service of an MNFE Frequency Notice the Owner shall not hold or permit to be held any MNFE's other than in accordance with any restrictions on the frequency of MNFEs set out in the MNFE Frequency Notice
- 28.15 If, after having first complied with its obligations under Paragraph 28.10 and 28.13 of this Schedule, the Council considers that neither any Additional Mitigation Measures nor the service of an MNFE Frequency Notice are capable of addressing the reasons for service of the Additional MNFE Non-Compliance Notice and a reduction in the MNFE Cap is necessary to address the reasons for service of the Additional MNFE Non-Compliance Notice, it may serve an MNFE Cap Reduction Notice
- 28.16 Subject to paragraph 28.18, following the service of an MNFE Cap Reduction Notice the Owner shall not hold or permit to be held more MNFEs in any calendar year than specified in the MNFE Cap Reduction Notice
- 28.17 For the avoidance of doubt under no circumstances may the MNFE Cap Reduction Notice reduce the MNFE Cap to fewer than 20 [twenty] MNFEs in a single calendar year nor impose any limit on the number of Concerts that may be held within the overall MNFE Cap
- 28.17 In the event the Council issues an Additional MNFE Non-Compliance Notice the obligations in Paragraphs 28.1 to 28.17 shall apply in the next calendar year (for the avoidance of doubt including the requirement to make a further Additional MNFE Operational Report Review Contribution with the submission of any subsequent Additional MNFE Operational Report)
- 28.18 If the Owner:
- (i) Considers that the service of an MNFE Frequency Notice is not necessary to address the reasons for the service of the Additional MNFE Non-Compliance Notice; or
 - (ii) Considers that the service of an MNFE Cap Reduction Notice is not necessary to address the reasons for service of the Additional MNFE Non-Compliance Notice;

it may refer the dispute to the Expert for determination pursuant to Clause 21 of this Deed

4 ADDITIONAL SCHEDULES

- 4.1 Schedules Twenty Six, Twenty Seven and Twenty Eight appended as Annex B to this Schedule shall be ADDED to the Original Section 106 Agreement

SCHEDULE TWO – ANNEX A

REPLACEMENT PLANS



NOTES:

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SAFETY, HEALTH AND ENVIRONMENTAL INFORMATION

GENERAL KEY:

-
- PLANNING APPLICATION BOUNDARY

- LISTED BUILDING

COLOUR KEY:

- PODIUM
 PUBLIC ACCESS SPACE
 LAND OWNED BY LONDON BOROUGH HARINGEY

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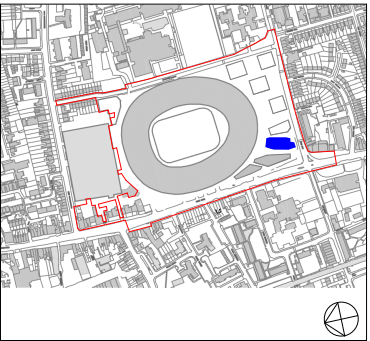
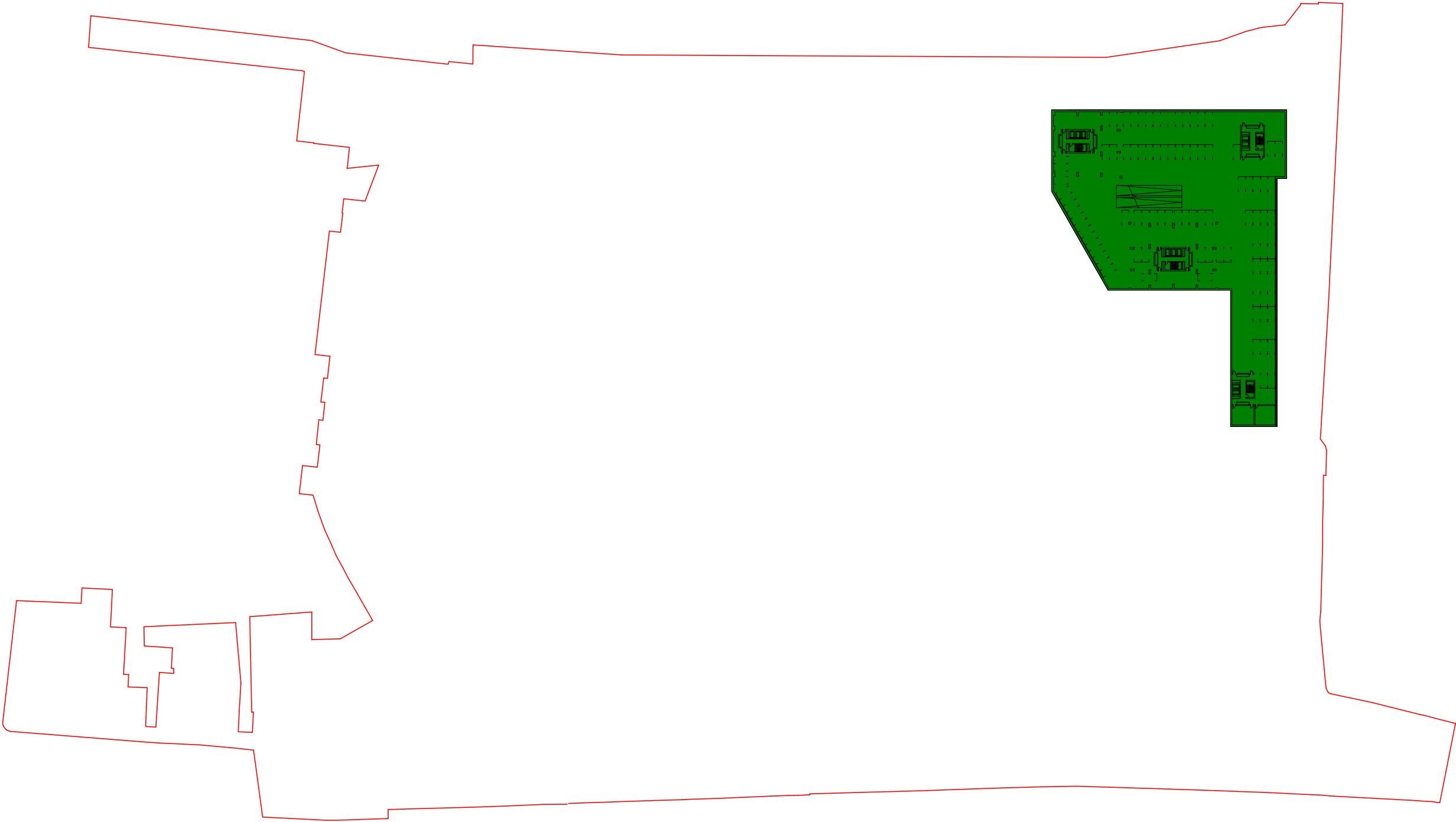
project
NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL

NORTHUMBERLAND PARK SECTION 106
AGREEMENT PUBLIC ACCESS AREA
PLAN

drawn by	scale	size	project n
LDH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P03

drawing no
THHTL-F3A-ZZ-01-CC-A-0730



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PLAN 4

GENERAL KEY:

- PLANNING APPLICATION BOUNDARY
- LISTED BUILDING

COLOUR KEY:

- STADIUM
- TOTTENHAM EXPERIENCE
- HOTEL
- EXTREME SPORTS
- RESIDENTIAL
- FLEXIBLE COMMUNITY/COMMERCIAL
- COMMUNITY HEALTH CENTRE

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DATE	CHK	DESCRIPTION	STA	NO.
28/10/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2	P02
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2	P01

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project
NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL

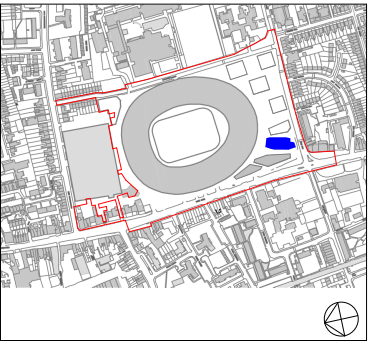
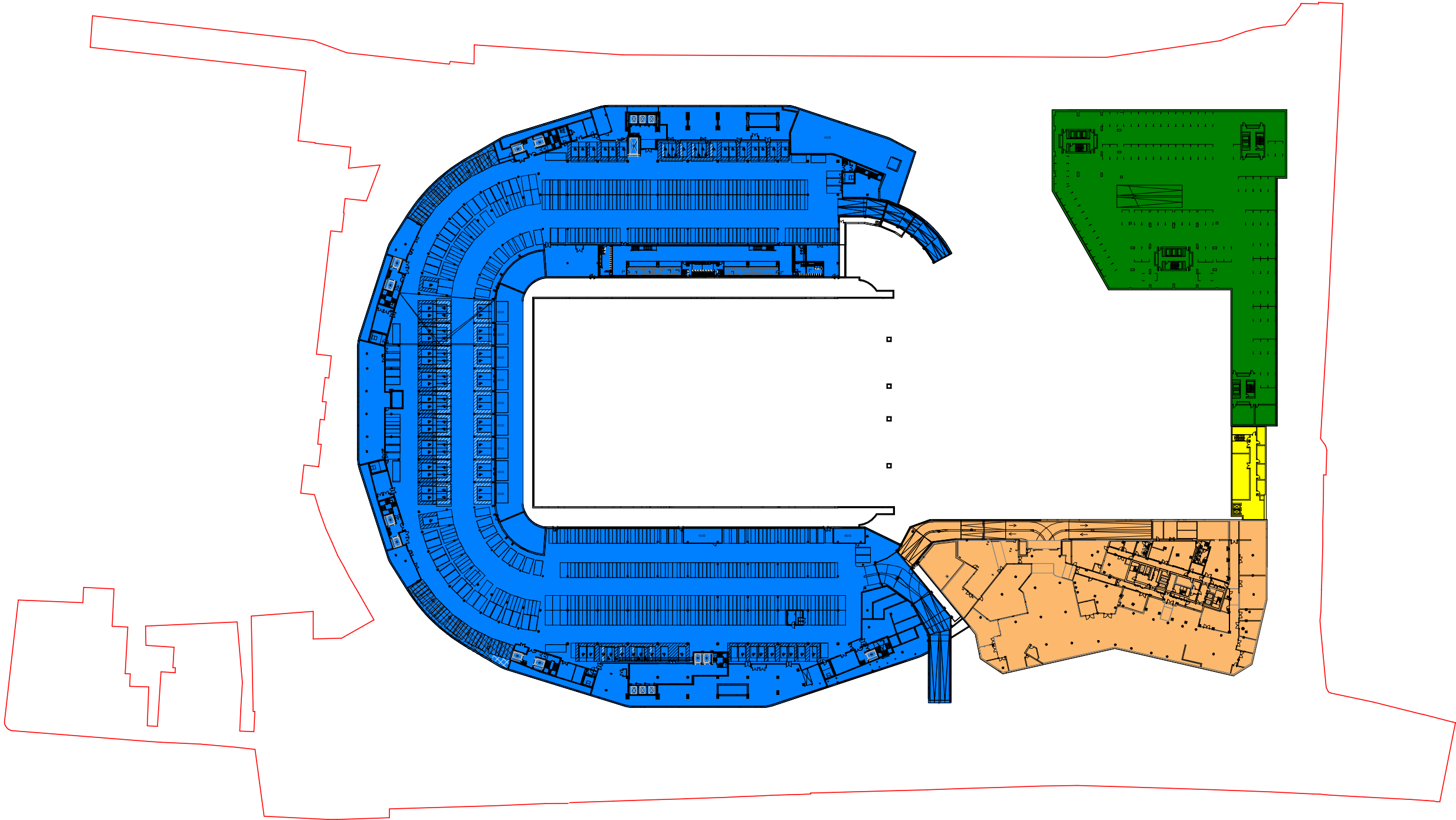
title
NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL B2 USE PLAN

drawn by	scale	size	project no
DH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P02

drawing no
THHTL-F3A-ZZ-B2-CC-A-0731





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PLAN 5

GENERAL KEY:

- PLANNING APPLICATION BOUNDARY
- LISTED BUILDING

COLOUR KEY:

- STADIUM
- TOTTENHAM EXPERIENCE
- HOTEL
- EXTREME SPORTS
- RESIDENTIAL
- FLEXIBLE COMMUNITY/COMMERCIAL
- COMMUNITY HEALTH CENTRE

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28/10/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2	P02	
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2	P01	
DATE	CHK	DESCRIPTION	STA NO.		

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project
**NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL**

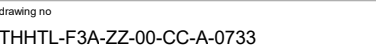
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**NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL B1 USE PLAN**

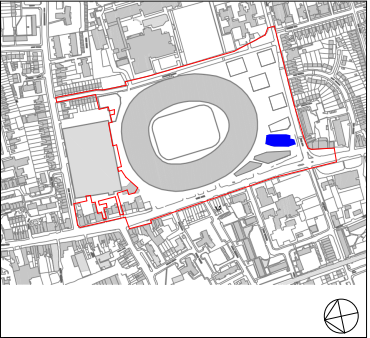
drawn by	scale	size	project no
DH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P02

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PLAN 7

GENERAL KEY:
PLANNING APPLICATION BOUNDARY
LISTED BUILDING

COLOUR KEY:
STADIUM
TOTTENHAM EXPERIENCE
HOTEL
EXTREME SPORTS
RESIDENTIAL
FLEXIBLE COMMUNITY/COMMERCIAL
COMMUNITY HEALTH CENTRE

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28/11/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P03
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15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P01
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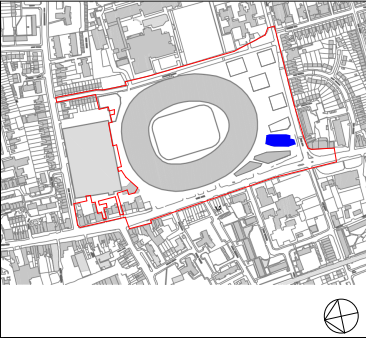
project
NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL

title
NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 01 USE PLAN

drawn by	scale	size	project no
DH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P03

drawing no
THHTL-F3A-ZZ-01-CC-A-0734



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PLAN 8

GENERAL KEY:

PLANNING APPLICATION BOUNDARY

LISTED BUILDING

COLOUR KEY:

STADIUM

TOTTENHAM EXPERIENCE

HOTEL

EXTREME SPORTS

RESIDENTIAL

FLEXIBLE COMMUNITY/COMMERCIAL

COMMUNITY HEALTH CENTRE

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DATE	CHK	DESCRIPTION	STA NO.
28/11/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P03
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P02
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P01

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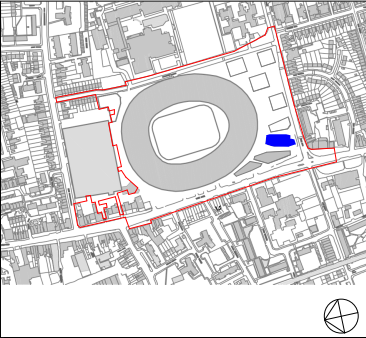
project
**NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL**

title
**NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 02 USE PLAN**

drawn by	scale	size	project no
DH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P03

drawing no
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PLAN 9

- GENERAL KEY:**
- PLANNING APPLICATION BOUNDARY
 - LISTED BUILDING
- COLOUR KEY:**
- STADIUM
 - TOTTENHAM EXPERIENCE
 - HOTEL
 - EXTREME SPORTS
 - RESIDENTIAL
 - FLEXIBLE COMMUNITY/COMMERCIAL
 - COMMUNITY HEALTH CENTRE

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28/11/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P03
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P02
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P01
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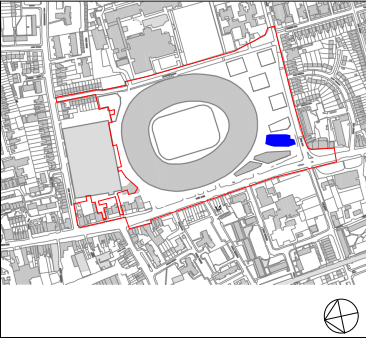
project
**NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL**

title
**NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 03 USE PLAN**

drawn by	scale	size	project no
DH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P03

drawing no
THHTL-F3A-ZZ-03-CC-A-0736



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PLAN 10

GENERAL KEY:
PLANNING APPLICATION BOUNDARY
LISTED BUILDING

COLOUR KEY:
STADIUM
TOTTENHAM EXPERIENCE
HOTEL
EXTREME SPORTS
RESIDENTIAL
FLEXIBLE COMMUNITY/COMMERCIAL
COMMUNITY HEALTH CENTRE

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DATE	CHK	DESCRIPTION	STA NO.
28/11/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P03
28/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P02
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P01
DATE	CHK	DESCRIPTION	STA NO.

REVISION HISTORY



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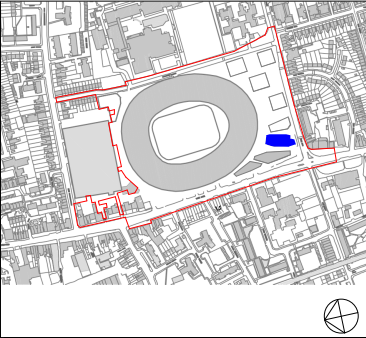
project
NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL

title
NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 04 USE PLAN

drawn by DH scale 1 : 750 size A1 project no 220104

status S2 - FOR INFORMATION revision P03

drawing no THHTL-F3A-ZZ-04-CC-A-0737



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PLAN 11

GENERAL KEY:

PLANNING APPLICATION BOUNDARY

LISTED BUILDING

COLOUR KEY:

STADIUM

TOTTENHAM EXPERIENCE

HOTEL

EXTREME SPORTS

RESIDENTIAL

FLEXIBLE COMMUNITY/COMMERCIAL

COMMUNITY HEALTH CENTRE

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28/11/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P02
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P01

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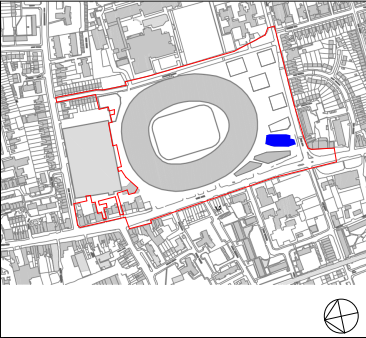
project
NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL

title
NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 05 USE PLAN

drawn by DH scale 1 : 750 size A1 project no 220104

status S2 - FOR INFORMATION revision P03

drawing no THHTL-F3A-ZZ-05-CC-A-0738



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PLAN 12

GENERAL KEY:

- PLANNING APPLICATION BOUNDARY
- LISTED BUILDING

COLOUR KEY:

- STADIUM
- TOTTENHAM EXPERIENCE
- HOTEL
- EXTREME SPORTS
- RESIDENTIAL
- FLEXIBLE COMMUNITY/COMMERCIAL
- COMMUNITY HEALTH CENTRE

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15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P01
REVISION HISTORY			



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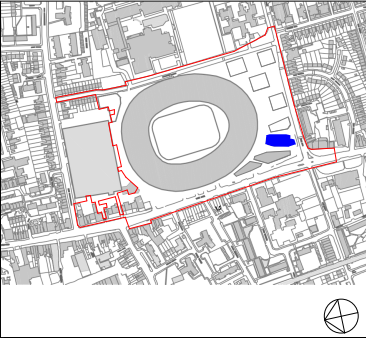
project
**NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL**

title
**NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 06 USE PLAN**

drawn by	scale	size	project no
DH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P03

drawing no
THHTL-F3A-ZZ-06-CC-A-0739



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PLAN 13

GENERAL KEY:

- PLANNING APPLICATION BOUNDARY
- LISTED BUILDING

COLOUR KEY:

- STADIUM
- TOTTENHAM EXPERIENCE
- HOTEL
- EXTREME SPORTS
- RESIDENTIAL
- FLEXIBLE COMMUNITY/COMMERCIAL
- COMMUNITY HEALTH CENTRE

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06/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P02
15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P01
DATE	CHK	DESCRIPTION	STA NO.

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project
**NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL**

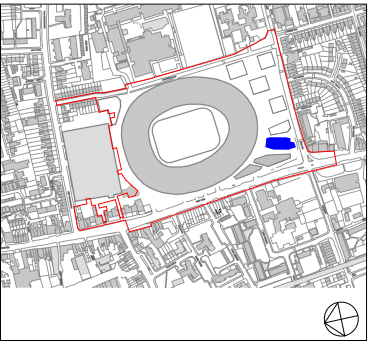
title
**NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 07 USE PLAN**

drawn by	scale	size	project no
DH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P03

drawing no
THHTL-F3A-ZZ-07-CC-A-0740





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PLAN 14

GENERAL KEY:

PLANNING APPLICATION BOUNDARY

LISTED BUILDING

COLOUR KEY:

STADIUM

TOTTENHAM EXPERIENCE

HOTEL

EXTREME SPORTS

RESIDENTIAL

FLEXIBLE COMMUNITY/COMMERCIAL

COMMUNITY HEALTH CENTRE

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15/03/24	MH	ISSUED FOR SECTION 106 AGREEMENT	S2 P01

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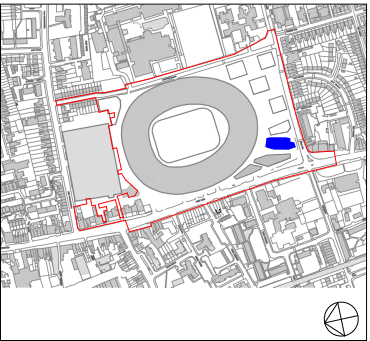
project
NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL

title
NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 08 USE PLAN

drawn by DH scale 1 : 750 size A1 project no 220104

status S2 - FOR INFORMATION revision P03

drawing no THHTL-F3A-ZZ-08-CC-A-0741



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PLAN 15

GENERAL KEY:

PLANNING APPLICATION BOUNDARY

LISTED BUILDING

COLOUR KEY:

STADIUM

TOTTENHAM EXPERIENCE

HOTEL

EXTREME SPORTS

RESIDENTIAL

FLEXIBLE COMMUNITY/COMMERCIAL

COMMUNITY HEALTH CENTRE

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DATE	CHK	DESCRIPTION	STA NO.

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project
**NORTHUMBERLAND DEVELOPMENT
PROJECT HOTEL S96A
1 PARK LANE, N17 1PL**

title
**NORTHUMBERLAND PARK SECTION 106
AGREEMENT LEVEL 09 USE PLAN**

drawn by	scale	size	project no
DH	1 : 750	A1	220104

status	revision
S2 - FOR INFORMATION	P03

drawing no
THHTL-F3A-ZZ-09-CC-A-0742

SCHEDULE TWO - ANNEX B

NEW SCHEDULES TWENTY SIX, TWENTY SEVEN AND TWENTY EIGHT

SCHEDULE TWENTY SIX

ADDITIONAL MNFE OPERATIONAL REVIEW

Purpose: To assess the impact of the increase in the MNFE Cap on local residents and businesses as a result of the Second Section 73 Permission

Additional MNFE Operational Review Considerations: the Additional MNFE Operational Report will assess the impact of the increase in the MNFE Cap in respect of the following issues:

- (i) The socio-economic benefits of the increase to the MNFE Cap;
- (ii) MNFE noise impacts (measured in accordance with the noise control plan for each MNFE pursuant to Condition B10 attached to the Second Section 73 Permission);
- (iii) Anti-social behaviour (including street urination) and the adequacy of MNFE toilet provision and signage;
- (iv) Littering and street cleanliness;
- (v) Car Parking and parking enforcement – taking into account the review and implementation of the Council's MEDCPZ Code of Enforcement;
- (vi) Road closures and other traffic management issues;
- (vii) Station queue management; and
- (viii) Compliance with the Major Event Day Local Area Management Plan

Such factors to be quantified wherever possible to avoid subjectivity

Process: On or prior to 17 October 2025 (or prior to 17 October in any subsequent year in the event that insufficient MNFEs are held during 2025 to trigger the Additional MNFE Operational Review) the Owner shall prepare and submit the Additional MNFE Operational Report to the Council.

The Additional MNFE Operational Report will set out an assessment of the impact of the increase on the MNFE Cap on local residents and businesses as against the Additional MNFE Operational Review Considerations and will be based on data recorded from all MNFEs in 2025 (or the relevant calendar year)¹ .

The Additional MNFE Operational Report assessment will where relevant set out a comparison between the data collected during the 2025 calendar year and existing comparative data held by the Owner in respect of each of the Additional MNFE Operational Considerations.

The Additional MNFE Operational Report will, collate data from the following sources

Consideration	Indicative data sources
The socio-economic benefits	- Discussions with local residents and businesses, - Discussions with relevant Council officers - Update to the E&Y Report prepared in support of the Second Section 73 Application or similar professionally prepared report

¹ It is acknowledged that if necessary the Owner may incorporate data collected from the two NFL events in the preceding year if there is insufficient time to collate and incorporate data from the 2025 (or relevant year) NFL events prior to the 31 October deadline for submission of the Additional MNFE Operational Report

MNFE noise impacts (as currently measured)	- Joint monitoring carried out between the Owner and the Council's noise team as required pursuant to Condition B10. - Complaints received from local residents through all channels including, complaints received directly by the Owner, complaints to the Council (whether to officers or Ward members), and BCLG
Anti-Social Behaviour	- Complaints received from local residents through all channels including, complaints received directly by the Owner, complaints to the Council (whether to officers or Ward members), and BCLG
Littering and street cleanliness	- Complaints received from local residents through all channels including, complaints received directly by the Owner, complaints to the Council (whether to officers or Ward members), and BCLG
Car Parking and Parking Enforcement	- Complaints received from local residents through all channels including, complaints received directly by the Owner, complaints to the Council (whether to officers or Ward members), and BCLG
Road Closures and other traffic management issues	- Discussions between the Owner and Council Highways officers as well as other transport stakeholders - Data collected as part of the Major Event Day Monitoring Programme
Station queue management	- Discussions between the Owner and Council Highways officers as well as other transport stakeholders - Data collected as part of the Major Event Day Monitoring Programme
Compliance with the MEDLAMP	- Discussions between the Owner and Council Highways officers as well as other transport stakeholders - Data collected as part of the Major Event Day Monitoring Programme - Complaints received from local residents through all channels including, complaints received directly by the Owner, complaints to the Council (whether to officers or Ward members), and BCLG

Following receipt of the Additional MNFE Operational Report the Council shall have two months to undertake the Additional MNFE Operational Review and either issue an Additional MNFE Compliance Notice or an Additional MNFE Non-Compliance Notice in accordance with the terms of this Deed.

SCHEDULE TWENTY SEVEN

BUSINESS CHARTER



The Tottenham Business Charter

Background

- The aim of the Charter is to support all food and drink; hospitality; retail; and service businesses in North Tottenham; Tottenham Hale; and Seven Sisters in taking advantage of the significant increase in footfall and expenditure generated by football and non-football Major Events at Tottenham Hotspur Stadium and encourage a partnership approach to cross promotion of the local area.
- Agreement of the Tottenham Business Charter follows the Club's application in 2024 to increase the number of Major Non-Football Events at Tottenham Hotspur Stadium. All parties agree that there is an opportunity to create an ongoing agreement that will underpin future working opportunities with tangible outcomes, to the benefit of those who live, work and visit Tottenham.
- The below forms the basis of an agreement between Tottenham Hotspur, Haringey Council, representatives from the Tottenham Traders' Partnership and representatives from the wider business community. The agreement will be for a minimum 3 year term with an annual review at the end of the first year. Although on a voluntary basis after the expiry of the obligation, Tottenham Hotspur intends to support the Charter in perpetuity, with an ongoing 3 yearly review of the Charter and the effectiveness of the programmes and initiatives within it.
- The Club is the lead agency responsible for the delivery of the Tottenham Business Charter. Delivery will be monitored by Haringey Council's Social Value Monitoring Officer via the Club's Business and Community Liaison Group. a forum to be determined. In conjunction with the Council's Social Value Monitoring Officer, the Club will demonstrate and report on the impact of the Charter interventions.

Mission and objectives

- To agree a partnership approach to promoting Tottenham as an interesting and exciting destination to eat; drink; and shop to Tottenham Hotspur Stadium visitors.
- To promote local businesses to a wider audience and increase the number of potential customers visiting Tottenham-based businesses.
- To improve the economic vitality of Tottenham by enabling opportunities for increased spend and corresponding job creation.
- To support local business owners, so that they can better take advantage of additional footfall associated with Stadium events.
- To enable future investment opportunities into Tottenham by fostering a ‘can do’ and ‘open for business’ approach.
- To enable the collaborative approach to foster a circular economy approach, where the Club is better enabled to participate in direct local economic development programmes.
- To review existing infrastructure and arrangements, including the ongoing review of the Local Area Management Plan (LAMP), so that the business community can directly input into decisions taken.
- To promote the partnership arrangement to the wider community, so that other businesses and residents are aware of the collaborative work being undertaken.

Deliverables

- Where possible all parties will work together to promote local businesses including on the Club’s official channels and within Major Event Day information sent directly to ticket holders ahead of the first MNFE in 2025
- All parties will continue to identify opportunities to help businesses effectively tell their stories, through appearances from Club Ambassadors throughout the community from October 2024, including at notable civic events throughout the year e.g. the switch on of Christmas lights at Bruce Grove. These will be forecast annually where such events are known.

- Relevant information about the local businesses on offer will be communicated to a wide range of supporters' groups, including the THST and groups such as Spurs Reach ahead of the first MNFE of 2025.
- All parties will work closely together to promote awareness of Tottenham as a destination and identify opportunities to promote the varied cultural and business offerings across the area
- A 'Business Directory' will be created and maintained highlighting the food and drink offerings available around the Stadium before the first MNFE of 2025. This will be distributed and promoted ahead of all subsequent MNFEs.
- The digital and marketing expertise of Club staff will be utilized for the benefit of local businesses, possibly through the delivery of workshops and training sessions. This approach will be further developed through existing relationships prior to any Additional MNFEs.
- Possibilities relating to existing place promotion initiatives like the Tottenham Hotspur Heritage Trail will be explored prior to any Additional MNFEs.
- All parties will work with the NFL UK to identify opportunities to take advantage of the NFL Games in October 2025. This could involve the promotion of NFL specific activity at Scotland Green as fans make their way to the Stadium. The viability of this will be explored for future years.
- The Club will continue to develop its existing relationship with Haringey Works to support local supply chain schemes and support local businesses to showcase at Tottenham Hotspur Foundation's regular Job Fairs, the first of which will be held in Q1 calendar year 2025.

Organisation	Name	Title	Signature
Tottenham Hotspur	David Knowles	Public and Community Relations Manager	DAVID KNOWLES

Haringey Council	Keith Trotter	Lead – Economic Development	KEITH TROTTER
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SCHEDULE TWENTY EIGHT

THE MNFE PRIORITY BOOKING SYSTEM PUBLICITY STRATEGY

- THFC maintains an email and SMS alert service 'the Local Alert service' which is a database of approx. 2,600 residents across N17 and beyond
- The Local Alert service is currently used to communicate the following:
 - Announcements about future events at Tottenham Hotspur Stadium
 - Event day measures including road closure times and parking restrictions
 - Community (complimentary) ticket offers for residents and local groups
- A link to a standalone webpage enabling sign-up to the MNFE priority booking system will be communicated via the Local Alert service:

<https://www.tottenhamhotspurstadium.com/whats-on/resident-priority-ticket-window/>

This link will be included in all local alerts announcing future events at Tottenham Hotspur Stadium

- In addition, THFC communicates event day measures via direct mail to all houses within 500m of the Stadium footprint. The above link will be included in these letters too
- Further to this, THFC will work with LBH colleagues to promote the above link via appropriate local authority channels such as Haringey People Magazine, Haringey People Extra and through the LBH website
- THFC will continually monitor sign ups, ensure all website links are maintained and operational and review the system on an ongoing basis to ensure there is no misuse in terms of ticket purchase.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

**THE COMMON SEAL OF THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF HARINGEY** was affixed by Order :

Authorised officer:

EXECUTED AS A DEED by **MELDENE
LIMITED** acting by a Director in the presence of:

Director

Signature of

Witness:

Witness Name

(BLOCK CAPS):.....

Address

:

EXECUTED AS A DEED by **TOTTENHAM
STADIUM LIMITED** acting by a Director in the
presence of:

Director:

Signature of

Witness:

Witness Name

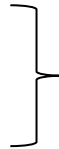
(BLOCK CAPS):.....

Address

:

EXECUTED AS A DEED by **TOTTENHAM
HOTSPUR PROPERTY COMPANY LIMITED**

acting by a Director in the presence of:



Director

Signature of

Witness:

Witness Name

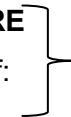
(BLOCK CAPS):.....

Address:

.....

EXECUTED AS A DEED by **STARDARE**

LIMITED acting by a Director in the presence of:



Director

Signature of

Witness:

Witness Name

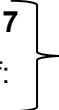
(BLOCK CAPS):.....

Address:

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EXECUTED AS A DEED by **PAXTON 17**

LIMITED acting by a Director in the presence of:



Director

Signature of

Witness:

Witness Name

(BLOCK CAPS):.....

Address:

.....

EXECUTED AND DELIVERED as a **DEED** by
as attorney for **BANK OF AMERICA**
DESIGNATED ACTIVITY COMPANY under a
power of attorney dated 26 July 2023

Attorney

Witness

signature

Witness Name

(BLOCK CAPS).....

Address

.....

Occupation