

MIF I MANAGING TRUSTEE NO 1 LIMITED and MIF I MANAGING TRUSTEE NO 2 LIMITED in their capacity as trustees of the MIF I Unit Trust

To: **SMG EUROPE HOLDINGS LIMITED** (company number 05558259) whose registered office is at Manchester Arena Hunts Bank Manchester M3 1AR and **SMG** (a Pennsylvania General Partnership) Federal ID Number 23-2511871 whose principal office is at 300 Conshohocken State Road, Suite 770, West Conshohocken, Pennsylvania 19482 (together the **Tenant**) ("**You**", "**Your**" and "**SMG**")

From: **MIF I MANAGING TRUSTEE NO 1 LIMITED** (a company registered in Jersey) whose Company Registration Number is 113763 and whose registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG and whose address for service in England is c/o Mansford LLP of St Alban's House 57-59 Haymarket London SW1Y 4QX and **MIF I MANAGING TRUSTEE NO 2 LIMITED** (a company registered in Jersey) whose Company Registration Number is 113764 and whose registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG and whose address for service in England is c/o Mansford LLP of St Alban's House 57-59 Haymarket London SW1Y 4QX (in their capacity as trustees of the MIF I Unit Trust) ("**We**", "**Us**" and "**MIF**")

Date: 2017

I. In this letter the following definitions apply:-

- Arena** : means as defined in the Lease
- Arena Point Office Block** : means that part of the Building known as the Arena Point office block
- Building** : means as defined in the Lease
- Call Centre** : means the call centre business (or any successor business) operated in Martin House
- Car Park** : means the multi storey car park forming part of the Building
- City Rooms** : means the part of the Arena edged red on the plan marked "The City Rooms – Manchester Arena" attached to this letter.
- Demised Premises** : means as defined in the Lease
- Facilities Management Agreement** : means the Facilities Management Agreement referred to in the Lease dated 15 June 2010 in relation to all that land situate at Victoria Exchange, Trinity Way, Manchester (as more particularly described in the Facilities Management Agreement) and made between (1) GE Capital Corporation (Manchester Arena GP) Limited and Capital and Regional Manchester Arena (GP) Limited and (2) SMG Europe Holdings

Limited (as varied, supplemented or novated from time to time)

- Go Karting Operation** : means the go karting business (or any successor business) operated within the basement of Martin House
- Headlease** : means as defined in the Lease
- Hunt's Bank Entrance** : means as defined in the Lease
- Lease** : means an underlease of the Demised Premises dated 15th June 2010 made between (1) G E Capital Corporation (Manchester Arena GP) Limited and Capital & Regional Manchester Arena (GP) Limited as general partner for Manchester Arena complex LP and (2) SMG Europe Holdings Limited for a term of 25 years from 15th June 2010 (together with all deeds and documents supplemental to that underlease) and which is vested in You.
- Martin House** : means the property adjoining the Demised Premises and which forms part of the Building
- Property** : The Manchester Arena, Manchester, M3 1UN, as more particularly described in the Lease as the Demised Premises
- Superior Landlord** : means as defined in the Lease
- Site** : means as defined in the Facilities Management Agreement
- Services** : means as defined in the Facilities Management Agreement
- Trinity Way Link** : means as defined in the Lease

2. The purpose of this letter is to record Our agreement to Your implementation of enhanced security arrangements within certain parts of the Arena surrounding the Demised Premises (but not included as part of the Demised Premises) in accordance with your use of the Demised Premises for the purposes permitted by the Lease.
3. On all nights when an event is scheduled to take place at the Demised Premises you may during the period of [] OS [] OS control access via the City Rooms, the Hunt's Bank Entrance and the Trinity Way Link to the Demised Premises and other parts of the Building by means of temporary security barriers and/or use of security staff (including temporary installation of metal detectors and/or other appropriate security equipment) in the City Rooms, the Hunt's Bank Entrance and the Trinity Way Link for these purposes Provided Always that:-
- 3.1 you must ensure that this does not impede pedestrian access and egress at all times via the City Rooms, Trinity Way Link and Hunt's Bank Entrance:-
- 3.1.1 by the representatives of the tenant from time to time of the Call Centre and by its employees, visitors and other authorised persons.

- 3.1.2 by the representatives of the tenant from time to time of the Go Karting Operation and by its employees, customers (whether or not such customers hold pre-booked tickets) and other authorised persons.
- 3.1.3 by the representatives of the operator from time to time of the car parking business undertaken in the Car Park and by its employees, customers (having lawfully parked their vehicles in the Car Park and whether or not they hold a car park ticket) and other authorised persons.
- 3.1.4 by the representatives of the tenant from time to time of the Arena Point Office Block and by its employees, visitors and other authorised persons.
- 3.1.5 by the representatives of the Superior Landlord and all those authorised by it or them.
4. You must liaise with the tenants of the Call Centre and of the Go Karting Operation as well as with the operator of the Car Park on a regular basis to discuss and agree to their complete satisfaction appropriate arrangements for their respective representatives employees and any customers OS OS OS OS when the access restrictions envisaged by paragraph 3 of this letter are in place and so as to minimise any risk of any such persons having to queue or otherwise being delayed in gaining access to or egress from the said areas during any such access restriction periods. This provision shall also apply to the Superior Landlord if it so requests.
5. So far as applicable, You must at all times ensure that the arrangements you put in place pursuant to paragraph 3 of this letter are in accordance with all relevant operating licences relating to the Demised Premises (and referred to in clause 3.23 of the Lease).
6. You are responsible for the operation and maintenance (in good working order) of all scanning and other security equipment which you install on a temporary basis in connection with the controlled access arrangements effected pursuant to paragraph 3 of this letter and you must remove all such equipment promptly from these areas following each event at the Demised Premises.
7. You shall not impose any access arrangements envisaged by paragraph 3 above in respect of any other area within the Building (other than within City Rooms, Trinity Way Link and Hunt's Bank Entrance in accordance with paragraph 3 above) including any area let or managed by another party without Our prior written consent.
8. It is agreed between us that for the purposes of the Facilities Management Agreement, City Rooms, Trinity Way Link, Hunt's Bank Entrance and all other areas edged red on the attached plan marked "SMG FM Agreement" all form part of the Site in respect of which the Services are to be provided by You.
9. This letter may be determined by Us by giving not less than 14 days' prior written notice to You to that effect at any time and, upon termination of this letter, You shall not impose the access arrangements envisaged by paragraph 3 of this letter and, for the avoidance of any doubt, the Lease shall continue in full force and effect.
- 9.1 This letter shall immediately determine (without need for service of written notice) and You shall not impose the access arrangements envisaged by paragraph 3 of this letter in the event: