

Karren Brady
West Ham United Football Club Limited
London Stadium
Queen Elizabeth Olympic Park
London
E20 2ST

5 February 2018

Dear Karren,

COMMUNITY TICKETS

As you will be aware Newham Legacy Investments (NLI) retired from the E20 Partnership on 30 November 2017.

During the negotiations leading up to NLI's retirement, Newham Borough Council (LBN), LLDC and E20 considered matters relating to community benefits, including the community benefits that WHU has committed to provide under the Concession Agreement (under clause 9(k) and Schedule 4). As part of the discussions, LBN, LLDC and E20 consider that there would be benefit to all parties, including WHU, if the community ticketing provisions in the Concession Agreement (under clause 9(k) and paragraph 2.2(b)(iv) of Schedule 4) were assigned from E20 to LBN. For the avoidance of doubt, LBN, LLDC and E20 do not propose any amendment or alteration to any of the other community benefit provisions of the Concession Agreement, or otherwise to the Concession Agreement – simply an assignment of certain defined obligations already on WHU from E20 to LBN.

Accordingly, LBN, LLDC and E20 jointly request that WHU agree to an assignment of E20's rights relating to the receipt of community tickets under clause 9(k) and paragraph 2.2(b)(iv) of Schedule 4 of the Concession agreement to LBN pursuant to clause 44.1 of the Concession Agreement. Clause 9(k) states WHU will:

“comply with the Community Plan (when agreed) and offer up to 100,000 General Admission Tickets each Football Season to residents of the London Borough of Newham and/or community groups, clubs, charities and similar organisations, subject to appropriate controls being in place to contractually restrict any on-sale and the terms of an agreement to be entered into between the Concessionaire and the London Borough of Newham;” (emphasis added)

The change would formally transfer the responsibility for agreeing community tickets from E20 to LBN, with WHU then owing its obligation to LBN instead of E20. In due course, and as envisaged by clause 9(k), WHU would then enter into a direct agreement with LBN on the provision of the community tickets.

By making this change, it is expected that the process of agreeing and distributing the community tickets to Newham residents every season will be more straightforward by avoiding time consuming negotiation between multiple

parties, and allow WHU to deal with LBN (with whom it has a good relationship) only as to these matters.

For the avoidance of doubt:

- The assignment is to be solely of the community tickets element of clause 9(k) and schedule 4 and no other elements
- The assignment is not to relate to the 150 “Grantor’s General Admission Tickets” or any other ticketing matter or entitlement or obligation under the Concession Agreement.

We are happy to meet to discuss, or if you are content to proceed then please confirm that you are in agreement to the principle proposed of an assignment of the community ticketing entitlements from E20 to LBN, thereby allowing WHU to work directly and only with LBN on this matter for the long-term future. If so, we will then draw up the appropriate legal documentation to affect the proposed assignment.

Yours sincerely



s.40

ALAN SKEWIS

Cc Kim Bromley Derry
Nicky Dunn
Gerry Murphy