DATED 17th December 2014

THE DISTRICT COUNCIL OF ADUR

- and-

THE COMMUNITY STADIUM LIMITED

-and-

BRIGHTON & HOVE ALBION FOOTBALL CLUB LIMITED

SUPPLEMENTAL AGREEMENT NUMBER 2

in respect of Section 106 Agreement dated 21 January 2013
as varied by Supplemental Agreement dated 28 October 2013

under Section 106 and 106A of the
Town and Country Planning Act 1990 (as amended)
relating to
Land South West of New Monks Farm, Mash Barn Lane, Lancing, West Sussex

Application Numbers:
AWDM/0171/14 , AWDM/0277/14
and AWDM/0896/14

DMH Stallard

www.dmhstallard.com

THIS SUPPLEMENTAL AGREEMENT is made the 17th day of December Two thousand and fourteen

BETWEEN

(1) **THE DISTRICT COUNCIL OF ADUR** whose offices are at Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA ("the Council");

(2) **THE COMMUNITY STADIUM LIMITED** of (Company Registration Number 04612364) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP ("the Owner"); and

(3) **BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED** of (Company Registration Number 81077) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP ("the Applicant")

INTERPRETATION

In this Agreement the following expressions shall have the following meanings unless the context requires otherwise and all other expressions shall have the meanings given in the First Agreement:-

"the Floodlighting Application"	the application for planning permission under reference AWDM/0171/14 for the Floodlighting Development
"the Floodlighting Development"	installation of floodlighting to previously approved northernmost community pitch (amendment to planning permission AWDM/0205/13 for construction of 3 No. additional football pitches (1 x grass, 2 x artificial), relocation of reed bed, extension of fencing and landscaping to site boundary) (Includes addendum to previous environmental statement)
"the Floodlighting Permission"	the planning permission granted pursuant to the Floodlighting Application

"the Futsal Application"	the application for planning permission under reference AWDM/0277/14 for the Futsal Development
"the Futsal Development"	a minor material amendment to permission reference AWDM/0205/12 to enable replacement of half-sized academy pitch with a futsal (5 a side) pitch, 3G surface and running hill (max. height 2.5m)
"the Futsal Permission"	the planning permission granted pursuant to the Futsal Application
"the First Agreement"	the planning obligation under Section 106 of the Act affecting the Land made by agreement dated 21 January 2013 as amended by the Supplemental Deed dated 28 October 2013 between the Council the Owner and the Applicant copies of which are attached hereto at Appendices 1 and 2
"the Variation Application"	the application to vary condition 27 of AWDM/0205/12 relating to renewable energy and BREEAM certification under reference AWDM/0896/14
"the Variation Permission"	the planning permission granted pursuant to the Variation Application

RECITALS

(1) The Council is the local planning authority for the purposes of the Act for the administrative area within which the Land is situated by whom the obligations contained in this Agreement are enforceable

(2) The Owner is registered as the freehold owner of the Land under Land Registry Title Numbers WSX359401 and WSX294381

(3) The Applicant has planning permission for a training ground and football academy and additional pitches by virtue of planning permission references AWDM/0205/12 and AWDM/0205/13 which are subject to planning obligations contained in the First Agreement

(4) The Applicant has submitted the Floodlighting Application the Futsal Application and the Variation Application to the Council and the parties hereto have agreed that subject as hereinafter appears the obligations contained in the First Agreement shall apply to the development authorised by the Floodlighting Permission the Futsal Permission and the Variation Permission

(5) The parties hereto agree that the obligations in this Agreement are necessary to make the Floodlighting Development the Futsal Development and the development as varied by the Variation Permission acceptable in planning terms, are directly related to and fairly and reasonably related in scale and kind to the Floodlighting Development the Futsal Development and the development as varied by the Variation Permission

NOW THIS DEED WITNESSES as follows:-

1. THIS Agreement is made pursuant to Section 106 and Section 106A of the Act
2. The Owner and the Applicant covenant with the Council that the obligations contained in the First Agreement will apply to the Floodlighting Development and the Futsal Development and the development as varied by the Variation Permission and that they will perform and observe the obligations contained in the First Agreement in the event that the Floodlighting Permission and the Futsal Permission and the Variation Permission are granted and implemented
3. The parties agree that the First Agreement shall be read and construed as if:

3.1 the definition of "the Application" therein also included a reference to the Floodlighting Application and the Futsal Application and the Variation Application;

3.2 the definition of "the Permission" therein also included a reference to the Floodlighting Permission and the Futsal Permission and the Variation Permission;

3.3 the definition of "the Development" therein also included a reference to the Floodlighting Development and the Futsal Development

4. THE Owner covenants to pay to the Council upon the completion of this Agreement its reasonable legal expenses in connection with the preparation processing and completion of this Agreement
5. THIS Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Floodlighting Permission and the Futsal Permission and the Variation Permission shall be quashed revoked or otherwise withdrawn or are modified (other than by agreement with or at the request of the Owner and/or the Applicant) or the said permissions expire by the effluxion of time prior to the Commencement of the Floodlighting Development and the Futsal Development
6. No person shall be liable for any breach of the provisions of this Agreement after he shall have parted with his entire interest in the Land but without prejudice for any subsisting breach arising prior to parting with such interest
7. IN all other respects the terms and conditions and provisions of the First Agreement shall remain unaltered.

I N W I T N E S S whereof this Agreement has been duly executed as a Deed by the parties hereto the date and year first before written

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
THE DISTRICT COUNCIL OF ADUR)



in the presence of:-

Authorised Signatory

EXECUTED AS A DEED by)
THE COMMUNITY STADIUM LIMITED)
acting by:)

Director

Director / Secretary

EXECUTED AS A DEED by)
BRIGHTON AND HOVE ALBION)
FOOTBALL CLUB LIMITED)
acting by:

Director

Director / Secretary

APPENDIX 1: THE FIRST AGREEMENT

DATED 21ST JANUARY 2013

THE DISTRICT COUNCIL OF ADUR

and

THE COMMUNITY STADIUM LIMITED

and

BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990

Land South West of New Monks Farm, Mash Barn Lane, Lancing, West Sussex

THIS AGREEMENT is made the 21ST day of JANUARY Two Thousand and Thirteen

BETWEEN:

THE DISTRICT COUNCIL OF ADUR whose offices are at Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA (hereinafter called "the Council") in its capacity as Local Planning Authority of the first part

and

THE COMMUNITY STADIUM LIMITED (Company Registration Number 04612364) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP (hereinafter called "the Owner") of the second part

and

BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED (Company Registration Number 81077) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP (hereinafter called "the Applicant") of the third part

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:-

1.1.1 **"the Act"** means the Town and Country Planning Act 1990 (as amended)

1.1.2 **"the Application"** means the application for planning permission to carry out the Development on the Land and allocated reference number AWDM/0205/12

1.1.3 **"Commencement of the Development"** means the carrying out of a material operation as defined in Section 56 of the Act save that the definition shall not include works of demolition site clearance ground investigations site surveys laying of services and service media construction of boundary

fencing or hoardings archaeological investigation or landscaping works and "Commence" "Commenced" and cognate expressions shall be construed accordingly

1.1.4 **"Construction Phase"** means the period starting with the date of Commencement of the Development and ending with the date of Occupation of the Development

1.1.5 **"the Contributions"** means the Leisure Facilities Contribution and the Pitch Contribution

1.1.6 **"the Development"** means the development of the Land by construction of a training ground and football academy for Brighton and Hove Albion Football Club with access from Mash Barn Lane, comprising 11 outdoor pitches (2 of which are floodlit), external training grids, a Y-shaped 2 storey building to house changing rooms, associated offices, medical facilities, gym, catering and leisure facilities, a grounds maintenance building, security lodge, half-sized indoor training pitch and small sub-station/boiler house/refuse and recycling structure, plus 303 car parking spaces, 25-30 cycle spaces, coach parking, on-site access roads, security fencing, acoustic fencing and landscaping around the site

1.1.7 **"Interest"** means the rate of 4% above the base rate from time to time of the Bank of England applicable at the date of payment of the Contributions

1.1.8 **"the Labour Return"** means a written monitoring report detailing and recording the following:

(a) the amount of Local Labour recruited, employed, engaged and/or hired by the Owner and/or the Applicant their contractors and sub-contractors to carry out the Development or any part thereof;

(b) the details of local businesses that have secured contracts for the carrying out of the Development or any part thereof;

1.1.9 **"the Land"** means all that piece or parcel of land known as land south west of New Monks Farm, Mash Barn Lane, Lancing, West Sussex which for the purpose of identification only is shown edged red on the Plan

1.1.10 **"the Leisure Facilities Contribution"** means the financial contribution of six hundred and fifty thousand pounds (£650,000) towards the cost of provision / enhancement of other off-site leisure facilities in the Adur District

1.1.11 **"Local Labour"** means any person or persons aged 18 years or over who is a resident of the District of Adur or who lives within seven miles of the Land

1.1.12 **"Occupation"** means physical occupation for any purpose but does not include occupation by personnel engaged in the construction fitting out or decoration of any part of the Development and "Occupy" "Occupier" and "Occupied" shall be construed accordingly

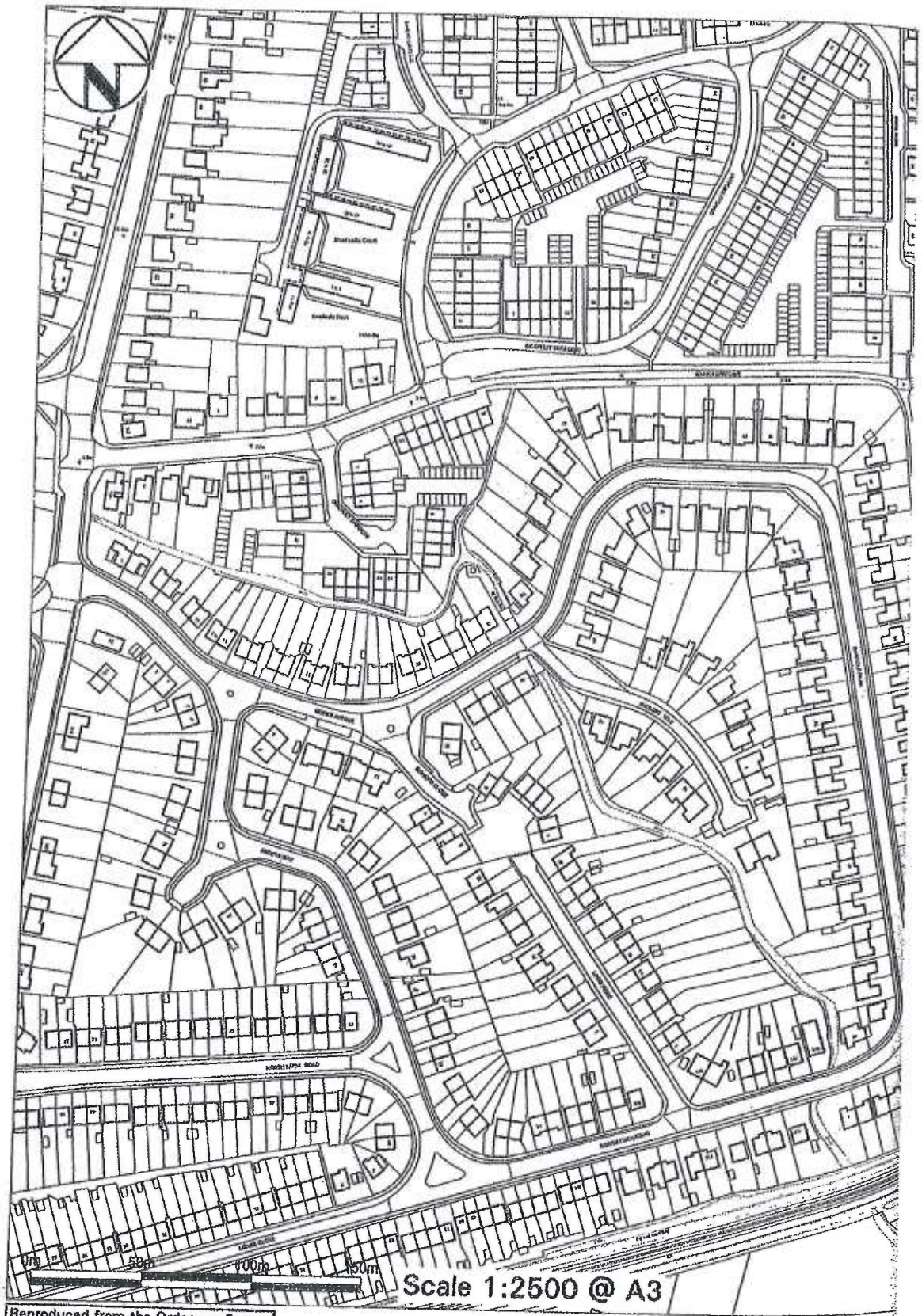
1.1.13 **"the Off-site Pitch"** means an off site 3rd generation artificial surface including fencing, floodlighting and a changing block to be constructed within the Adur District and to be funded by the Pitch Contribution

1.1.14 **"the Permission"** means the planning permission to be granted by the Council pursuant to the Application

1.1.15 **"the Pitch Contribution"** means the financial contribution of seven hundred thousand pounds (£700,000) towards the cost of the Off-site Pitch

1.1.16 **"the Plan"** means the Plan attached to this Agreement

1.2 Where two or more persons are included in the expressions "the Owner" and "the Applicant" then unless the context otherwise requires in the Agreement any covenants agreements declarations and provisions expressed to be made by "the Owner" or "the Applicant" shall be deemed to be made by such persons jointly and severally



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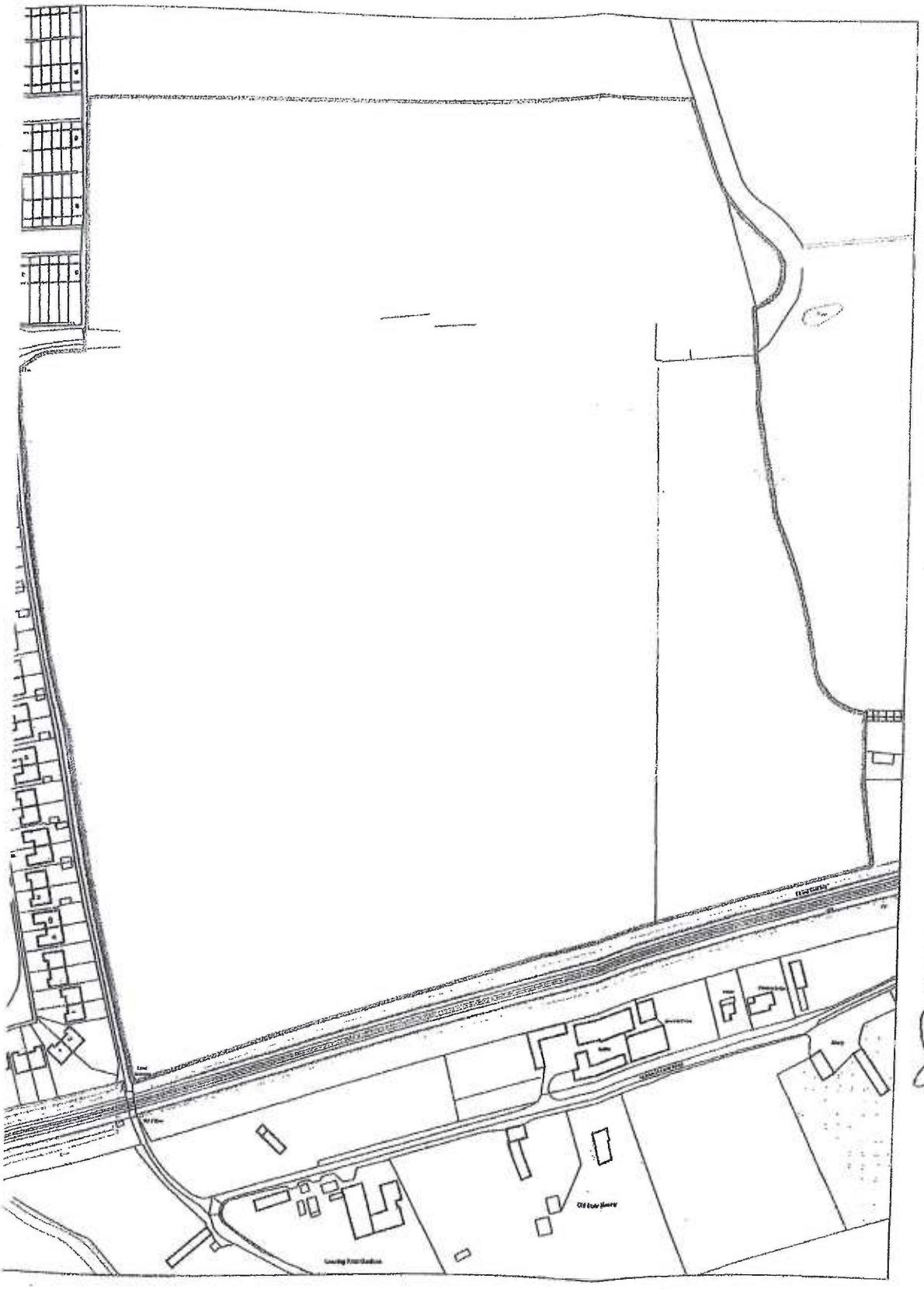

1.3 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council to the body or bodies (as appropriate) having statutory responsibility for the relevant function in replacement for the Council

1.4 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment of it and any statutory instrument direction order regulation or byelaw made or issued under the statute or deriving validity from it

1.5 Words importing the masculine gender shall include the feminine gender and vice versa

1.6 Words importing persons include companies and corporations and vice versa

1.7 Unless the context otherwise requires words importing the singular shall include the plural and vice versa

1.8 Headings are for ease of reference only and shall not be construed as part of this Agreement

1.9 Reference to any recital clause schedule or paragraph (or any part of them) shall (unless the context otherwise requires) be reference to a recital clause schedule or paragraph (or any part of them) in this Agreement

1.10 Any covenant by a party to this Agreement not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person

2. RECITALS

WHEREAS

2.1 The Council is the local planning authority for the purposes of the Act for the area in which the Land is situate

2.2 The Owner is the freehold owner and is registered proprietor with title absolute at the Land Registry of the Land registered under title number WSX294381

2.3 The Applicant has submitted the Application to the Council for planning permission to develop the Land in the manner and for the uses set out in the Application

2.4 The Council has resolved that the Permission be granted in respect of the Application subject to compliance with any conditions contained in the Permission and subject further to the Owner and the Applicant entering into this Agreement as hereinafter appears

2.5 The parties hereto agree that the obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and in kind to the Development

3. STATUTORY PROVISIONS AND CONDITIONALITY

3.1 This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 Section 33 of the Local Government Act 1982 and all other powers and enactments thereby enabling and which may be relevant for the purposes of enforcement of the planning obligations herein contained to the intent that it shall bind the Applicant and the Owner and its respective successors in title to the Land and to each and every part thereof and its assigns

3.2 This Agreement is conditional upon:

3.2.1 the grant of the Permission

3.2.2 Commencement of the Development

save for the provisions of Clauses 4.3, 5.3, paragraphs 1 and 2.2 of Schedule 1 and paragraph 1 of Schedule 2 which shall come into effect immediately upon completion of this Agreement

4. COVENANTS

4.1 The Owner and the Applicant hereby jointly and severally covenant with the Council that they will comply in all respects with the obligations set out in Schedule 1 hereto

4.2 The Council hereby covenants with the Owner and the Applicant that it will comply in all respects with the restrictions conditions and requirements set out in Schedule 2 hereto

4.3 The Applicant hereby covenants with the Council to pay the Council's reasonable legal costs of preparing and executing this Agreement on completion of this Agreement

5. DECLARATIONS AND AGREEMENTS

5.1 In the event that any part of this Agreement may be subject to challenge review deletion or otherwise rendered null/void or voidable the balance of the said Agreement shall remain in full force and effect

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

5.3 Any Notice required to be served under the terms of this Agreement shall be deemed to be validly served or given if delivered by hand or sent by registered or recorded delivery post to the party on whom it is to be served or to whom it is to be given and (unless otherwise specified in writing by either party) the address for any such notice shall be:-

5.3.1 In the case of the Owner, The Chief Executive, The Community Stadium Limited, The American Express Community Stadium, Village Way, Brighton, BN1 9BL

5.3.2 In the case of the Applicant, The Chief Executive, Brighton and Hove Albion Football Club Limited, The American Express Community Stadium, Village Way, Brighton, BN1 9BL

5.3.3 In the case of the Council at its address shown above marked "for the attention of The Executive Head of Planning, Regeneration and Wellbeing"

5.4 No person shall be liable for a breach of a covenant contained in this Agreement after they have irrevocably parted with all their interest in the Land or in the part of the Land in respect of which such breach occurs pursuant to a disposal at open market value to an unconnected third party but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5.5 This Agreement shall determine and cease to have any further effect if the Permission is revoked or modified by the Council pursuant to the Act without the written consent of the Owner and the Applicant or if the Permission expires before Commencement of the Development

5.6 Where any approval consent directions action or authority is required to be given by any of the parties hereto such approval consent directions action or authority shall (unless otherwise stated) not be unreasonably delayed or withheld and shall only be effective if given in writing signed by or on behalf of the relevant party and given for the purposes of this Agreement

5.7 This Agreement does not nor is intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999

5.8 This Agreement is governed by and interpreted in accordance with the law of England and Wales

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

6. INTEREST

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

7. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration. It is agreed that:

(a) the tribunal shall consist of one arbitrator (who is to be a practising solicitor or barrister); and

(b) in default of the parties' agreement as to the arbitrator, the appointing authority shall be the Chartered Institute of Arbitrators in London.

THE FIRST SCHEDULE

("The Owner's and the Applicant's Covenants")

Contributions

1. The Owner and the Applicant hereby jointly and severally covenant with the Council:

1.1.1 to pay 20% of the Pitch Contribution to the Council upon the issue of the Permission;

1.1.2 to pay 80% of the Pitch Contribution to the Council upon the issue of the planning permission for the Off-site Pitch; and

1.1.3 to pay the Leisure Facilities Contribution to the Council upon Occupation of the Development.

Community Use Agreement

2. The Owner and the Applicant hereby jointly and severally covenant with the Council:

2.1 Not to Occupy the Development until a Community Use Agreement has been entered into between the Applicant and the Council to:

2.1.1 provide facilities for community use at the Development free of charge for a minimum of 32 hours per week as follows:

(a) Indoor astro pitch (including use of changing rooms / WCs) for a minimum of 8 hours per week;

(b) Outdoor astro pitch (including use of changing rooms / WCs) for a minimum of 8 hours per week;

(c) Teaching space for a minimum of 8 hours per week;

(d) Grass pitch up to a maximum of 8 hours per week; and

2.1.2 participate in and implement the Albion in the Community programmes

And such provision shall form the minimum basis of the Community Use Agreement to be implemented on Occupation of the Development and to continue in perpetuity thereafter unless otherwise agreed by the Council in writing or unless the Development ceases to be used for the purposes permitted by the Permission

Local Labour

2.2 To use reasonable endeavours to:

2.2.1 secure that 50% of the construction workers employed to work at the Development during the Construction Phase are recruited from the local population living within a 7 mile radius of the Land;

2.2.2 secure that 50% of the new employment opportunities at the Development are offered to suitably qualified members of the local population living within a 7 mile radius of the Land; and

2.2.3 secure that 50% of the training opportunities at the Development are offered to suitably qualified members of the local population living within a 7 mile radius of the Land;

and for the avoidance of doubt reasonable endeavours shall include:

(a) notifying Job Centre Plus or any other subsequent organisation of all vacancies for employees, self-employed, sub-contractors and any other form or type of employment or service arising from construction of the Development;

(b) supplying to the manager at Job Centre Plus a full and detailed labour plan for the full duration of the Construction Phase identifying what skills, employment and services are needed for the Development throughout the Construction Phase;

(c) providing the Council's Executive Head of Planning, Regeneration and Wellbeing with the Labour Return every month during the Construction Phase and with an annual report of the progress in meeting the target for training opportunities

THE SECOND SCHEDULE

("The Council's Covenants")

1. The Council hereby covenants with the Owner and the Applicant:

1.1 to issue the Permission on the date of this Deed;

1.2 to use the Pitch Contribution towards the Off-site Pitch; and

1.3 to use the Leisure Facilities Contribution towards the provision and enhancement of off-site leisure facilities in the Adur District

2. If on the tenth anniversary of the final payment of the Contributions pursuant to clause 1 of Schedule 1 the Council has not expended all or has expended only part of those sums then if so required by notice in writing from the party that paid the said Contributions the Council shall within 28 days of such notice repay to that party the said Contributions or the unexpended balance thereof as the case may be

2.1 At the written request of the Owner or the Applicant the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed

IN WITNESS whereof the parties hereto have hereunto set their hands and seals and caused their Common Seals to be hereto affixed the day and year first before written

THE COMMON SEAL of **THE DISTRICT COUNCIL OF ADUR** was hereunto affixed in the presence of:)

Executed as a Deed by **THE COMMUNITY STADIUM LIMITED** acting by:)

Director

Director / Secretary

Executed as a Deed by **BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED** acting by:)

Director

Director / Secretary

DATED 21st January 2013

THE DISTRICT COUNCIL OF ADUR

and

THE COMMUNITY STADIUM LIMITED

and

BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990

Land South West of New Monks Farm, Mash Barn Lane, Lancing, West Sussex

THIS AGREEMENT is made the 21st day of January Two Thousand and Thirteen

BETWEEN:

THE DISTRICT COUNCIL OF ADUR whose offices are at Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA (hereinafter called "the Council") in its capacity as Local Planning Authority of the first part

and

THE COMMUNITY STADIUM LIMITED (Company Registration Number 04612364) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP (hereinafter called "the Owner") of the second part

and

BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED (Company Registration Number 81077) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP (hereinafter called "the Applicant") of the third part

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:-

1.1.1 **"the Act"** means the Town and Country Planning Act 1990 (as amended)

1.1.2 **"the Application"** means the application for planning permission to carry out the Development on the Land and allocated reference number AWDM/0205/12

1.1.3 **"Commencement of the Development"** means the carrying out of a material operation as defined in Section 56 of the Act save that the definition shall not include works of demolition site clearance ground investigations site surveys laying of services and service media construction of boundary


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A. Mathews.

fencing or hoardings archaeological investigation or landscaping works and "Commence" "Commenced" and cognate expressions shall be construed accordingly

1.1.4 **"Construction Phase"** means the period starting with the date of Commencement of the Development and ending with the date of Occupation of the Development

1.1.5 **"the Contributions"** means the Leisure Facilities Contribution and the Pitch Contribution

1.1.6 **"the Development"** means the development of the Land by construction of a training ground and football academy for Brighton and Hove Albion Football Club with access from Mash Barn Lane, comprising 11 outdoor pitches (2 of which are floodlit), external training grids, a Y-shaped 2 storey building to house changing rooms, associated offices, medical facilities, gym, catering and leisure facilities, a grounds maintenance building, security lodge, half-sized indoor training pitch and small sub-station/boiler house/refuse and recycling structure, plus 303 car parking spaces, 25-30 cycle spaces, coach parking, on-site access roads, security fencing, acoustic fencing and landscaping around the site

1.1.7 **"Interest"** means the rate of 4% above the base rate from time to time of the Bank of England applicable at the date of payment of the Contributions

1.1.8 **"the Labour Return"** means a written monitoring report detailing and recording the following:

(a) the amount of Local Labour recruited, employed, engaged and/or hired by the Owner and/or the Applicant their contractors and sub-contractors to carry out the Development or any part thereof;

(b) the details of local businesses that have secured contracts for the carrying out of the Development or any part thereof;

1.1.9 **"the Land"** means all that piece or parcel of land known as land south west of New Monks Farm, Mash Barn Lane, Lancing, West Sussex which for the purpose of identification only is shown edged red on the Plan

1.1.10 **"the Leisure Facilities Contribution"** means the financial contribution of six hundred and fifty thousand pounds (£650,000) towards the cost of provision / enhancement of other off-site leisure facilities in the Adur District

1.1.11 **"Local Labour"** means any person or persons aged 18 years or over who is a resident of the District of Adur or who lives within seven miles of the Land

1.1.12 **"Occupation"** means physical occupation for any purpose but does not include occupation by personnel engaged in the construction fitting out or decoration of any part of the Development and "Occupy" "Occupier" and "Occupied" shall be construed accordingly

1.1.13 **"the Off-site Pitch"** means an off site 3rd generation artificial surface including fencing, floodlighting and a changing block to be constructed within the Adur District and to be funded by the Pitch Contribution

1.1.14 **"the Permission"** means the planning permission to be granted by the Council pursuant to the Application

1.1.15 **"the Pitch Contribution"** means the financial contribution of seven hundred thousand pounds (£700,000) towards the cost of the Off-site Pitch

1.1.16 **"the Plan"** means the Plan attached to this Agreement

1.2 Where two or more persons are included in the expressions "the Owner" and "the Applicant" then unless the context otherwise requires in the Agreement any covenants agreements declarations and provisions expressed to be made by "the Owner" or "the Applicant" shall be deemed to be made by such persons jointly and severally

1.3 References to any party to this Agreement 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 to the body or bodies (as appropriate) having statutory responsibility for the relevant function in replacement for the Council

1.4 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment of it and any statutory instrument direction order regulation or byelaw made or issued under the statute or deriving validity from it

1.5 Words importing the masculine gender shall include the feminine gender and vice versa

1.6 Words importing persons include companies and corporations and vice versa

1.7 Unless the context otherwise requires words importing the singular shall include the plural and vice versa

1.8 Headings are for ease of reference only and shall not be construed as part of this Agreement

1.9 Reference to any recital clause schedule or paragraph (or any part of them) shall (unless the context otherwise requires) be reference to a recital clause schedule or paragraph (or any part of them) in this Agreement

1.10 Any covenant by a party to this Agreement not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person

2. RECITALS

WHEREAS

2.1 The Council is the local planning authority for the purposes of the Act for the area in which the Land is situate

2.2 The Owner is the freehold owner and is registered proprietor with title absolute at the Land Registry of the Land registered under title number WSX294381

2.3 The Applicant has submitted the Application to the Council for planning permission to develop the Land in the manner and for the uses set out in the Application

2.4 The Council has resolved that the Permission be granted in respect of the Application subject to compliance with any conditions contained in the Permission and subject further to the Owner and the Applicant entering into this Agreement as hereinafter appears

2.5 The parties hereto agree that the obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and in kind to the Development

3. STATUTORY PROVISIONS AND CONDITIONALITY

3.1 This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 Section 33 of the Local Government Act 1982 and all other powers and enactments thereby enabling and which may be relevant for the purposes of enforcement of the planning obligations herein contained to the intent that it shall bind the Applicant and the Owner and its respective successors in title to the Land and to each and every part thereof and its assigns

3.2 This Agreement is conditional upon:

3.2.1 the grant of the Permission

3.2.2 Commencement of the Development

save for the provisions of Clauses 4.3, 5.3, paragraphs 1 and 2.2 of Schedule 1 and paragraph 1 of Schedule 2 which shall come into effect immediately upon completion of this Agreement

4. COVENANTS

4.1 The Owner and the Applicant hereby jointly and severally covenant with the Council that they will comply in all respects with the obligations set out in Schedule 1 hereto

4.2 The Council hereby covenants with the Owner and the Applicant that it will comply in all respects with the restrictions conditions and requirements set out in Schedule 2 hereto

4.3 The Applicant hereby covenants with the Council to pay the Council's reasonable legal costs of preparing and executing this Agreement on completion of this Agreement

5. DECLARATIONS AND AGREEMENTS

5.1 In the event that any part of this Agreement may be subject to challenge review deletion or otherwise rendered null/void or voidable the balance of the said Agreement shall remain in full force and effect

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

5.3 Any Notice required to be served under the terms of this Agreement shall be deemed to be validly served or given if delivered by hand or sent by registered or recorded delivery post to the party on whom it is to be served or to whom it is to be given and (unless otherwise specified in writing by either party) the address for any such notice shall be:-

5.3.1 In the case of the Owner, The Chief Executive, The Community Stadium Limited, The American Express Community Stadium, Village Way, Brighton, BN1 9BL

5.3.2 In the case of the Applicant, The Chief Executive, Brighton and Hove Albion Football Club Limited, The American Express Community Stadium, Village Way, Brighton, BN1 9BL

5.3.3 In the case of the Council at its address shown above marked "for the attention of The Executive Head of Planning, Regeneration and Wellbeing"

5.4 No person shall be liable for a breach of a covenant contained in this Agreement after they have irrevocably parted with all their interest in the Land or in the part of the Land in respect of which such breach occurs pursuant to a disposal at open market value to an unconnected third party but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5.5 This Agreement shall determine and cease to have any further effect if the Permission is revoked or modified by the Council pursuant to the Act without the written consent of the Owner and the Applicant or if the Permission expires before Commencement of the Development

5.6 Where any approval consent directions action or authority is required to be given by any of the parties hereto such approval consent directions action or authority shall (unless otherwise stated) not be unreasonably delayed or withheld and shall only be effective if given in writing signed by or on behalf of the relevant party and given for the purposes of this Agreement

5.7 This Agreement does not nor is intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999

5.8 This Agreement is governed by and interpreted in accordance with the law of England and Wales

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

6. INTEREST

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

7. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration. It is agreed that:

(a) the tribunal shall consist of one arbitrator (who is to be a practising solicitor or barrister); and

(b) in default of the parties' agreement as to the arbitrator, the appointing authority shall be the Chartered Institute of Arbitrators in London.

THE FIRST SCHEDULE

("The Owner's and the Applicant's Covenants")

Contributions

1. The Owner and the Applicant hereby jointly and severally covenant with the Council:

1.1.1 to pay 20% of the Pitch Contribution to the Council upon the issue of the Permission;

1.1.2 to pay 80% of the Pitch Contribution to the Council upon the issue of the planning permission for the Off-site Pitch; and

1.1.3 to pay the Leisure Facilities Contribution to the Council upon Occupation of the Development.

Community Use Agreement

2. The Owner and the Applicant hereby jointly and severally covenant with the Council:

2.1 Not to Occupy the Development until a Community Use Agreement has been entered into between the Applicant and the Council to:

2.1.1 provide facilities for community use at the Development free of charge for a minimum of 32 hours per week as follows:

(a) Indoor astro pitch (including use of changing rooms / WCs) for a minimum of 8 hours per week;

(b) Outdoor astro pitch (including use of changing rooms / WCs) for a minimum of 8 hours per week;

(c) Teaching space for a minimum of 8 hours per week;

(d) Grass pitch up to a maximum of 8 hours per week; and

2.1.2 participate in and implement the Albion in the Community programmes

And such provision shall form the minimum basis of the Community Use Agreement to be implemented on Occupation of the Development and to continue in perpetuity thereafter unless otherwise agreed by the Council in writing or unless the Development ceases to be used for the purposes permitted by the Permission

Local Labour

2.2 To use reasonable endeavours to:

2.2.1 secure that 50% of the construction workers employed to work at the Development during the Construction Phase are recruited from the local population living within a 7 mile radius of the Land;

2.2.2 secure that 50% of the new employment opportunities at the Development are offered to suitably qualified members of the local population living within a 7 mile radius of the Land; and

2.2.3 secure that 50% of the training opportunities at the Development are offered to suitably qualified members of the local population living within a 7 mile radius of the Land;

and for the avoidance of doubt reasonable endeavours shall include:

(a) notifying Job Centre Plus or any other subsequent organisation of all vacancies for employees, self-employed, sub-contractors and any other form or type of employment or service arising from construction of the Development;

(b) supplying to the manager at Job Centre Plus a full and detailed labour plan for the full duration of the Construction Phase identifying what skills, employment and services are needed for the Development throughout the Construction Phase;

(c) providing the Council's Executive Head of Planning, Regeneration and Wellbeing with the Labour Return every month during the Construction Phase and with an annual report of the progress in meeting the target for training opportunities

THE SECOND SCHEDULE

("The Council's Covenants")

1. The Council hereby covenants with the Owner and the Applicant:

1.1 to issue the Permission on the date of this Deed;

1.2 to use the Pitch Contribution towards the Off-site Pitch; and

1.3 to use the Leisure Facilities Contribution towards the provision and enhancement of off-site leisure facilities in the Adur District

2. If on the tenth anniversary of the final payment of the Contributions pursuant to clause 1 of Schedule 1 the Council has not expended all or has expended only part of those sums then if so required by notice in writing from the party that paid the said Contributions the Council shall within 28 days of such notice repay to that party the said Contributions or the unexpended balance thereof as the case may be

2.1 At the written request of the Owner or the Applicant the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed

IN WITNESS whereof the parties hereto have hereunto set their hands and seals and caused their Common Seals to be hereto affixed the day and year first before written

THE COMMON SEAL of **THE DISTRICT COUNCIL OF ADUR** was hereunto affixed in the presence of:)

A. Mathias.



636

Executed as a Deed by **THE COMMUNITY STADIUM LIMITED** acting by:)

Director

Director / Secretary

Executed as a Deed by **BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED** acting by:)

Director

Director / Secretary

APPENDIX 2: THE SUPPLEMENTAL AGREEMENT

APPENDIX 2: THE SUPPLEMENTAL AGREEMENT

DATED 28th October 2013

THE DISTRICT COUNCIL OF ADUR

- and-

THE COMMUNITY STADIUM LIMITED

-and-

BRIGHTON & HOVE ALBION FOOTBALL CLUB LIMITED

SUPPLEMENTAL AGREEMENT

in respect of Section 106 Agreement dated 21 January 2013

under Section 106 and 106A of the
Town and Country Planning Act 1990 (as amended)
relating to
Land South West of New Monks Farm, Mash Barn Lane, Lancing, West Sussex

Application AWDM/0205/13

DMH Stallard

www.dmhstallard.com

THIS SUPPLEMENTAL AGREEMENT is made the 28th day of October Two thousand and thirteen

BETWEEN

(1) **THE DISTRICT COUNCIL OF ADUR** whose offices are at Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA ("the Council");

(2) **THE COMMUNITY STADIUM LIMITED** of (Company Registration Number 04612364) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP ("the Owner"); and

(3) **BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED** of (Company Registration Number 81077) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP ("the Applicant")

INTERPRETATION

In this Agreement the following expressions shall have the following meanings unless the context requires otherwise and all other expressions shall have the meanings given in the First Agreement:-

"the Additional Pitches Application"	the application for planning permission reference AWDM/0205/13 to carry out the Additional Pitches development on the Additional Pitches Land
"the Additional Pitches Development"	the development of the Additional Pitches Land by construction of 3 no. additional football pitches (1 x grass, 2 x artificial) and relocation of reed bed on land to east of approved training ground. Continuation of acoustic fencing on northern boundary plus fencing and landscaping to site boundary
"the Additional Pitches Land"	all that piece or parcel of land known as land south west of New Monks Farm, Mash Barn

	Lane, Lancing, West Sussex which is shown for the purpose of identification only edged red on the plan attached hereto at Appendix 2
"the Additional Pitches Permission"	planning permission granted pursuant to the Additional Pitches Application
"the First Agreement"	the planning obligation under Section 106 of the Act affecting the Land made by agreement dated 21 January 2013 between the Council the Owner and the Applicant a copy of which is attached hereto at Appendix 1
"the First Permission"	the permission dated 21 January 2013 granted pursuant to the application for planning permission reference AWDM/0205/12

RECITALS

(1) The Council is the local planning authority for the purposes of the Act for the administrative area within which the Land is situated by whom the obligations contained in this Agreement are enforceable

(2) The Owner is registered as the freehold owner of the Additional Pitches Land under Land Registry Title Numbers WSX359401 and WSX294381

(3) On 21 January 2013 the First Agreement was made between the Council the Owner and the Applicant and the First Permission was subsequently granted subject to conditions

(4) The Applicant has submitted the Additional Pitches Application to the Council for planning permission to develop the Additional Pitches Land and the parties hereto have agreed that subject as hereinafter appears the obligations contained in the First Agreement shall apply to the Additional Pitches Development carried out in pursuance of the Additional Pitches Permission as they apply to the First Permission

(5) The parties hereto agree that the obligations in this Agreement are necessary to make the Additional Pitches Development acceptable in planning terms, directly related to the Additional Pitches Development and fairly and reasonably related in scale and kind to the Additional Pitches Development

NOW THIS DEED WITNESSES as follows:-

1. THIS Agreement is made pursuant to Section 106 and Section 106A of the Act and as from the date of this Agreement the Additional Pitches Land shall be subject to the restrictions and requirements hereof which shall be binding on the Owner and their successors in title and assigns
2. The Owner and the Applicant covenant with the Council that the obligations contained in the First Agreement will apply to the Additional Pitches Development and that they will perform and observe the obligations contained in the First Agreement in the event that the Additional Pitches Permission is granted and implemented
3. The parties agree that the First Agreement shall be read and construed as if:

   3.1 the definition of "the Application" therein also included a reference to the Additional Pitches Application;

   3.2 the definition of "the Permission" therein also included a reference to the Additional Pitches Permission;

   3.3 the definition of "the Development" therein also included a reference to the Additional Pitches Development

4. THE Owner covenants to pay to the Council upon the completion of this Agreement its reasonable legal expenses in connection with the preparation processing and completion of this Agreement
5. THIS Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Additional Pitches Permission shall be quashed revoked or otherwise withdrawn or it is modified (other than by agreement with or at the request of the Owner) or it expires by the effluxion of time prior to the Commencement of the Additional Pitches Development

6. No person shall be liable for any breach of the provisions of this Agreement after he shall have parted with his entire interest in the Additional Pitches Land but without prejudice for any subsisting breach arising prior to parting with such interest

7. IN all other respects the terms and conditions and provisions of the First Agreement shall remain unaltered.

I N W I T N E S S whereof this Agreement has been duly executed as a Deed by the parties hereto the date and year first before written

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
THE DISTRICT COUNCIL OF ADUR)
in the presence of:-



A. Mathieu

Authorised Signatory

EXECUTED AS A DEED by)
THE COMMUNITY STADIUM LIMITED)
acting by:)

Director

Director / Secretary

EXECUTED AS A DEED by)
BRIGHTON AND HOVE ALBION)
FOOTBALL CLUB LIMITED)
acting by:

Director

Director / Secretary

APPENDIX 1: THE FIRST AGREEMENT

DATED 21ST JANUARY 2013

THE DISTRICT COUNCIL OF ADUR

and

THE COMMUNITY STADIUM LIMITED

and

BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED

AGREEMENT

Pursuant to Section 106 Town and Country Planning Act 1990

Land South West of New Monks Farm, Mash Barn Lane, Lancing, West Sussex

THIS AGREEMENT is made the 21ST day of JANUARY Two Thousand and Thirteen

BETWEEN:

THE DISTRICT COUNCIL OF ADUR whose offices are at Town Hall, Chapel Road, Worthing, West Sussex, BN11 1HA (hereinafter called "the Council") in its capacity as Local Planning Authority of the first part

and

THE COMMUNITY STADIUM LIMITED (Company Registration Number 04612364) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP (hereinafter called "the Owner") of the second part

and

BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED (Company Registration Number 81077) whose registered office is situate at Maria House, 35 Millers Road, Brighton BN1 5NP (hereinafter called "the Applicant") of the third part

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:-

1.1.1 **"the Act"** means the Town and Country Planning Act 1990 (as amended)

1.1.2 **"the Application"** means the application for planning permission to carry out the Development on the Land and allocated reference number AWDM/0205/12

1.1.3 **"Commencement of the Development"** means the carrying out of a material operation as defined in Section 56 of the Act save that the definition shall not include works of demolition site clearance ground investigations site surveys laying of services and service media construction of boundary

fencing or hoardings archaeological investigation or landscaping works and "Commence" "Commenced" and cognate expressions shall be construed accordingly

1.1.4 **"Construction Phase"** means the period starting with the date of Commencement of the Development and ending with the date of Occupation of the Development

1.1.5 **"the Contributions"** means the Leisure Facilities Contribution and the Pitch Contribution

1.1.6 **"the Development"** means the development of the Land by construction of a training ground and football academy for Brighton and Hove Albion Football Club with access from Mash Barn Lane, comprising 11 outdoor pitches (2 of which are floodlit), external training grids, a Y-shaped 2 storey building to house changing rooms, associated offices, medical facilities, gym, catering and leisure facilities, a grounds maintenance building, security lodge, half-sized indoor training pitch and small sub-station/boiler house/refuse and recycling structure, plus 303 car parking spaces, 25-30 cycle spaces, coach parking, on-site access roads, security fencing, acoustic fencing and landscaping around the site

1.1.7 **"Interest"** means the rate of 4% above the base rate from time to time of the Bank of England applicable at the date of payment of the Contributions

1.1.8 **"the Labour Return"** means a written monitoring report detailing and recording the following:

(a) the amount of Local Labour recruited, employed, engaged and/or hired by the Owner and/or the Applicant their contractors and sub-contractors to carry out the Development or any part thereof;

(b) the details of local businesses that have secured contracts for the carrying out of the Development or any part thereof;

1.1.9 **"the Land"** means all that piece or parcel of land known as land south west of New Monks Farm, Mash Barn Lane, Lancing, West Sussex which for the purpose of identification only is shown edged red on the Plan

1.1.10 **"the Leisure Facilities Contribution"** means the financial contribution of six hundred and fifty thousand pounds (£650,000) towards the cost of provision / enhancement of other off-site leisure facilities in the Adur District

1.1.11 **"Local Labour"** means any person or persons aged 18 years or over who is a resident of the District of Adur or who lives within seven miles of the Land

1.1.12 **"Occupation"** means physical occupation for any purpose but does not include occupation by personnel engaged in the construction fitting out or decoration of any part of the Development and "Occupy" "Occupier" and "Occupied" shall be construed accordingly

1.1.13 **"the Off-site Pitch"** means an off site 3rd generation artificial surface including fencing, floodlighting and a changing block to be constructed within the Adur District and to be funded by the Pitch Contribution

1.1.14 **"the Permission"** means the planning permission to be granted by the Council pursuant to the Application

1.1.15 **"the Pitch Contribution"** means the financial contribution of seven hundred thousand pounds (£700,000) towards the cost of the Off-site Pitch

1.1.16 **"the Plan"** means the Plan attached to this Agreement

1.2 Where two or more persons are included in the expressions "the Owner" and "the Applicant" then unless the context otherwise requires in the Agreement any covenants agreements declarations and provisions expressed to be made by "the Owner" or "the Applicant" shall be deemed to be made by such persons jointly and severally



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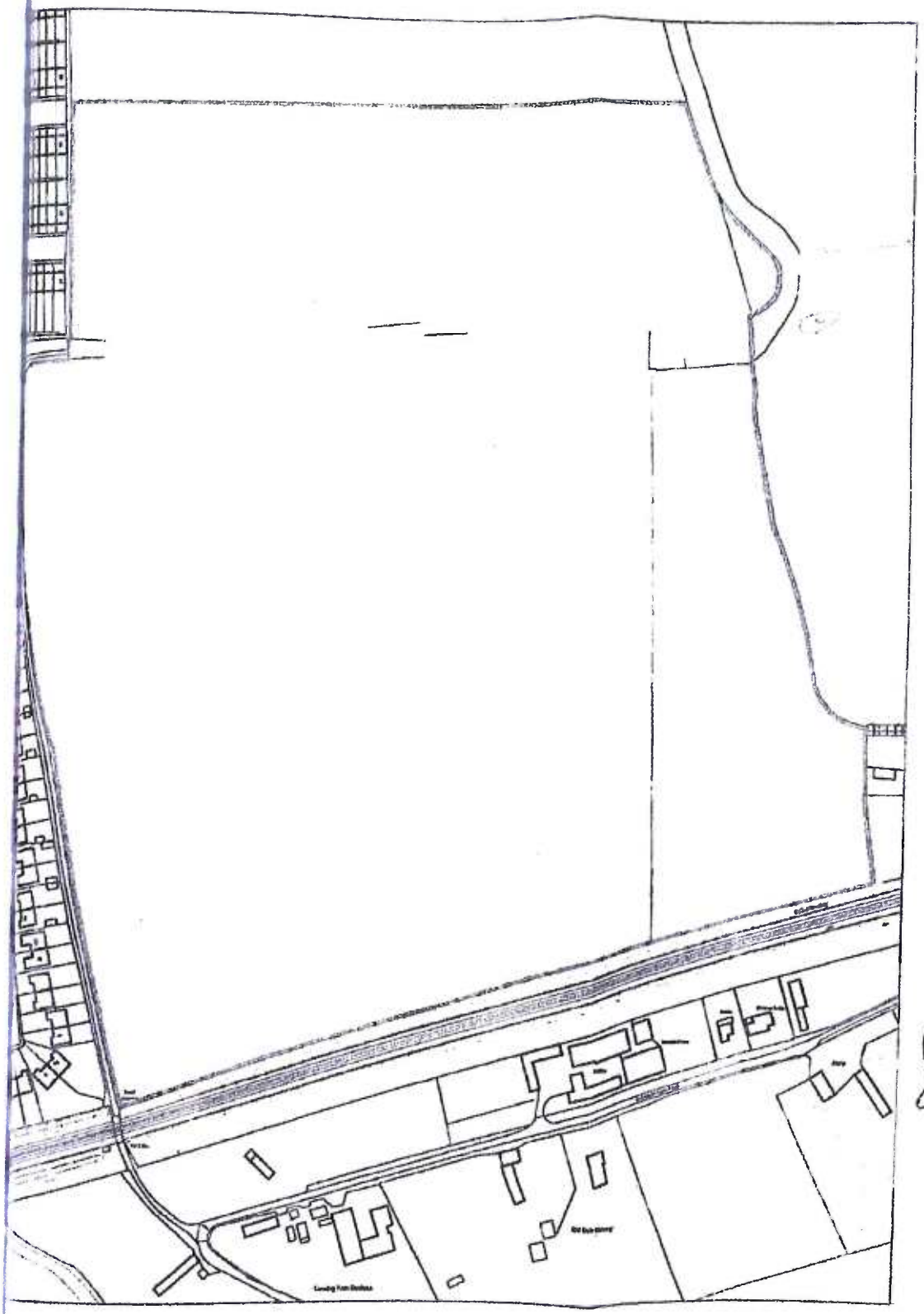

1.3 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council to the body or bodies (as appropriate) having statutory responsibility for the relevant function in replacement for the Council

1.4 In the absence of any contrary provision any reference to a statute shall include any statutory extension modification or re-enactment of it and any statutory instrument direction order regulation or byelaw made or issued under the statute or deriving validity from it

1.5 Words importing the masculine gender shall include the feminine gender and vice versa

1.6 Words importing persons include companies and corporations and vice versa

1.7 Unless the context otherwise requires words importing the singular shall include the plural and vice versa

1.8 Headings are for ease of reference only and shall not be construed as part of this Agreement

1.9 Reference to any recital clause schedule or paragraph (or any part of them) shall (unless the context otherwise requires) be reference to a recital clause schedule or paragraph (or any part of them) in this Agreement

1.10 Any covenant by a party to this Agreement not to do an act or thing shall be deemed to include an obligation not to permit or knowingly suffer such act or thing to be done by any other person

2. RECITALS

WHEREAS

2.1 The Council is the local planning authority for the purposes of the Act for the area in which the Land is situate

2.2 The Owner is the freehold owner and is registered proprietor with title absolute at the Land Registry of the Land registered under title number WSX294381

2.3 The Applicant has submitted the Application to the Council for planning permission to develop the Land in the manner and for the uses set out in the Application

2.4 The Council has resolved that the Permission be granted in respect of the Application subject to compliance with any conditions contained in the Permission and subject further to the Owner and the Applicant entering into this Agreement as hereinafter appears

2.5 The parties hereto agree that the obligations contained in this Agreement are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and in kind to the Development

3. STATUTORY PROVISIONS AND CONDITIONALITY

3.1 This Agreement is made pursuant to Section 106 of the Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 Section 33 of the Local Government Act 1982 and all other powers and enactments thereby enabling and which may be relevant for the purposes of enforcement of the planning obligations herein contained to the intent that it shall bind the Applicant and the Owner and its respective successors in title to the Land and to each and every part thereof and its assigns

3.2 This Agreement is conditional upon:

3.2.1 the grant of the Permission

3.2.2 Commencement of the Development

save for the provisions of Clauses 4.3, 5.3, paragraphs 1 and 2.2 of Schedule 1 and paragraph 1 of Schedule 2 which shall come into effect immediately upon completion of this Agreement

4. COVENANTS

4.1 The Owner and the Applicant hereby jointly and severally covenant with the Council that they will comply in all respects with the obligations set out in Schedule 1 hereto

4.2 The Council hereby covenants with the Owner and the Applicant that it will comply in all respects with the restrictions conditions and requirements set out in Schedule 2 hereto

4.3 The Applicant hereby covenants with the Council to pay the Council's reasonable legal costs of preparing and executing this Agreement on completion of this Agreement

5. DECLARATIONS AND AGREEMENTS

5.1 In the event that any part of this Agreement may be subject to challenge review deletion or otherwise rendered null/void or voidable the balance of the said Agreement shall remain in full force and effect

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

5.3 Any Notice required to be served under the terms of this Agreement shall be deemed to be validly served or given if delivered by hand or sent by registered or recorded delivery post to the party on whom it is to be served or to whom it is to be given and (unless otherwise specified in writing by either party) the address for any such notice shall be:-

5.3.1 In the case of the Owner, The Chief Executive, The Community Stadium Limited, The American Express Community Stadium, Village Way, Brighton, BN1 9BL

5.3.2 In the case of the Applicant, The Chief Executive, Brighton and Hove Albion Football Club Limited, The American Express Community Stadium, Village Way, Brighton, BN1 9BL

5.3.3 In the case of the Council at its address shown above marked "for the attention of The Executive Head of Planning, Regeneration and Wellbeing"

5.4 No person shall be liable for a breach of a covenant contained in this Agreement after they have irrevocably parted with all their interest in the Land or in the part of the Land in respect of which such breach occurs pursuant to a disposal at open market value to an unconnected third party but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

5.5 This Agreement shall determine and cease to have any further effect if the Permission is revoked or modified by the Council pursuant to the Act without the written consent of the Owner and the Applicant or if the Permission expires before Commencement of the Development

5.6 Where any approval consent directions action or authority is required to be given by any of the parties hereto such approval consent directions action or authority shall (unless otherwise stated) not be unreasonably delayed or withheld and shall only be effective if given in writing signed by or on behalf of the relevant party and given for the purposes of this Agreement

5.7 This Agreement does not nor is intended to confer any rights or benefit on a third party pursuant to the Contracts (Rights of Third Parties) Act 1999

5.8 This Agreement is governed by and interpreted in accordance with the law of England and Wales

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

6. INTEREST

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

7. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement, shall be finally resolved by arbitration. It is agreed that:

(a) the tribunal shall consist of one arbitrator (who is to be a practising solicitor or barrister); and

(b) in default of the parties' agreement as to the arbitrator, the appointing authority shall be the Chartered Institute of Arbitrators in London.

THE FIRST SCHEDULE

("The Owner's and the Applicant's Covenants")

Contributions

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1.1.1 to pay 20% of the Pitch Contribution to the Council upon the issue of the Permission;

1.1.2 to pay 80% of the Pitch Contribution to the Council upon the issue of the planning permission for the Off-site Pitch; and

1.1.3 to pay the Leisure Facilities Contribution to the Council upon Occupation of the Development.

Community Use Agreement

2. The Owner and the Applicant hereby jointly and severally covenant with the Council:

2.1 Not to Occupy the Development until a Community Use Agreement has been entered into between the Applicant and the Council to:

2.1.1 provide facilities for community use at the Development free of charge for a minimum of 32 hours per week as follows:

(a) Indoor astro pitch (including use of changing rooms / WCs) for a minimum of 8 hours per week;

(b) Outdoor astro pitch (including use of changing rooms / WCs) for a minimum of 8 hours per week;

(c) Teaching space for a minimum of 8 hours per week;

(d) Grass pitch up to a maximum of 8 hours per week; and

2.1.2 participate in and implement the Albion in the Community programmes

And such provision shall form the minimum basis of the Community Use Agreement to be implemented on Occupation of the Development and to continue in perpetuity thereafter unless otherwise agreed by the Council in writing or unless the Development ceases to be used for the purposes permitted by the Permission

Local Labour

2.2 To use reasonable endeavours to:

2.2.1 secure that 50% of the construction workers employed to work at the Development during the Construction Phase are recruited from the local population living within a 7 mile radius of the Land;

2.2.2 secure that 50% of the new employment opportunities at the Development are offered to suitably qualified members of the local population living within a 7 mile radius of the Land; and

2.2.3 secure that 50% of the training opportunities at the Development are offered to suitably qualified members of the local population living within a 7 mile radius of the Land;

and for the avoidance of doubt reasonable endeavours shall include:

(a) notifying Job Centre Plus or any other subsequent organisation of all vacancies for employees, self-employed, sub-contractors and any other form or type of employment or service arising from construction of the Development;

(b) supplying to the manager at Job Centre Plus a full and detailed labour plan for the full duration of the Construction Phase identifying what skills, employment and services are needed for the Development throughout the Construction Phase;

(c) providing the Council's Executive Head of Planning, Regeneration and Wellbeing with the Labour Return every month during the Construction Phase and with an annual report of the progress in meeting the target for training opportunities

THE SECOND SCHEDULE

("The Council's Covenants")

1. The Council hereby covenants with the Owner and the Applicant:

1.1 to issue the Permission on the date of this Deed;

1.2 to use the Pitch Contribution towards the Off-site Pitch; and

1.3 to use the Leisure Facilities Contribution towards the provision and enhancement of off-site leisure facilities in the Adur District

2. If on the tenth anniversary of the final payment of the Contributions pursuant to clause 1 of Schedule 1 the Council has not expended all or has expended only part of those sums then if so required by notice in writing from the party that paid the said Contributions the Council shall within 28 days of such notice repay to that party the said Contributions or the unexpended balance thereof as the case may be

2.1 At the written request of the Owner or the Applicant the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed

IN WITNESS whereof the parties hereto have hereunto set their hands and seals and caused their Common Seals to be hereto affixed the day and year first before written

THE COMMON SEAL of **THE DISTRICT COUNCIL OF ADUR** was hereunto affixed in the presence of:)

Executed as a Deed by **THE COMMUNITY STADIUM LIMITED** acting by:)

Director

Director / Secretary

Executed as a Deed by **BRIGHTON AND HOVE ALBION FOOTBALL CLUB LIMITED** acting by:)

Director

Director / Secretary

APPENDIX 2: THE PLAN



PLANNING

THE COMMUNITY STADIUM LTD

BRIGHTON TRAINING ACADEMY

ISS