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EXECUTION VERSION

UKA ACCESS AGREEMENT

17 MAY 2013

E20 STADIUM LLP
as the Grantor

and

UK ATHLETICS LIMITED
as UKA

ALLEN & OVERY

Allen & Overy LLP

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Signatories

THIS AGREEMENT is made the seventeenth day of May 2013

BETWEEN:

- (1) **E20 STADIUM LLP**, a limited liability partnership incorporated under the laws of England and Wales (Registered No. OC376732) whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **Grantor**); and
- (2) **UK ATHLETICS LIMITED**, a company limited by guarantee incorporated under the laws of England and Wales (Registered No. 03686940) whose registered office is at Athletics House, Alexander Stadium, Walsall Road, Perry Barr, Birmingham B42 2BE (**UKA**), (each a **Party**, and together the **Parties**).

BACKGROUND:

- (A) The Grantor, a limited liability partnership which has two members (being Newham Legacy Investments Limited and LLDC), intends to grant a concession for the use of the Access Areas. It is intended that the Stadium will be transformed after the London 2012 Games to enable a lasting legacy for the Stadium.
- (B) The Grantor holds a leasehold interest in the Stadium pursuant to the Headleases. As the National Governing Body for Athletics in the UK, UKA has been granted the right of access to the Stadium to stage the Athletics Events at the Stadium.
- (C) In this Agreement, the Grantor and UKA set out their agreement in relation to the access to, and use of, the Access Areas throughout the Term (as defined in this Agreement).

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context requires otherwise, the following terms shall bear the meanings set out below:

2017 IAAF World Championships means the IAAF World Championships to be held in the Stadium from 5 August 2017 to, and including, 13 August 2017 which will be the subject of a specific Staging Agreement to be entered into in due course;

2017 IPC Athletics World Championships means the IPC Athletics World Championships to be held in the Stadium from 15 July 2017 to, and including, 23 July 2017 which will be the subject of a specific Staging Agreement to be entered in due course;

Access Areas means the parts of the Stadium other than the Reserved Areas;

Affected Party has the meaning given to it in Clause 27.1 (Force Majeure);

Agreed Athletics Event Calendar means the Stadium Dates for the duration of the Athletics Window each Athletics Event Year as issued by UKA to the Grantor under Clause 4.4 as may be updated from time to time in accordance with Clause 4.5 (Athletics Event Calendar);

Agreed Capacity means [REDACTED]

Agreed O&M Procedures means the procedures setting out how the Stadium will be operated and maintained (to be agreed between the Grantor acting reasonably, and UKA acting reasonably after the date of this Agreement). If no agreement can be reached then an expert determination will take place to resolve any points in dispute with the expert directed to ensure the most effective operation and maintenance of the Stadium without a material derogation from either Party's rights and benefits under this Agreement;

Agreement for Lease means the agreement for lease relating to the redevelopment of the Stadium and entry into the Headlease to be entered into by the Grantor as tenant and LLDC as landlord;

[REDACTED]

[REDACTED]

[REDACTED]

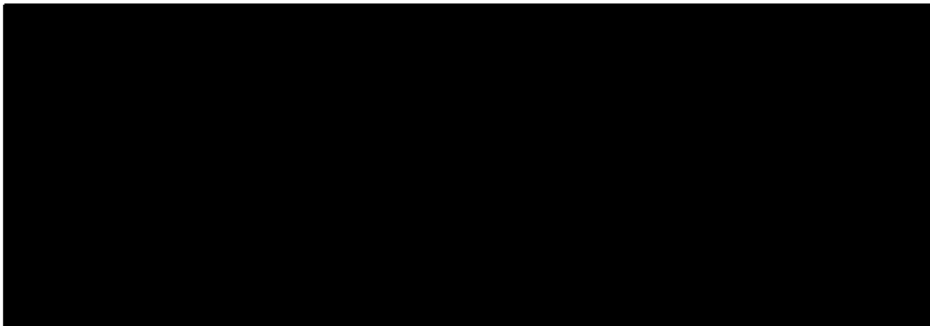
[REDACTED]

Anniversary Games means the events to be staged at the Stadium during the period commencing on 26 July 2013 and ending on 28 July 2013, [REDACTED]
[REDACTED]

Applicable Athletics Event means any Athletics Event taking place during the Term which is not a Major Championship Event or an event forming part of the London Grand Prix Weekend;

Applicable Laws means any applicable law (whether criminal, civil or administrative), whether common law, judgment, court order, statute, statutory instrument, regulation, directive, European Community decision (insofar as legally binding), by law or treaty;

Associated Rights means the:



Athlete means any person attending the Stadium as an athlete or as a member of a team of athletes in relation to an Athletics Event;

Athletics means any activities taking place under the Relevant Rules or any athletics-related activities that are proposed and sanctioned by UKA from time to time;

Athletics Access Contract(s) means any contracts, entered into from time to time, between the Grantor and UKA and/or an event organising committee securing access to the Stadium for Major Championship Events;

Athletics Event means any UKA event, or any Athletics event sanctioned with a Competition Licence, to be staged at the Stadium in accordance with this Agreement;

Athletics Event Activities means television and/or internet and/or other technology broadcasting, cinema recording, film and video rights, mobile device messaging, still photography, community singing, engaging of bands or other media or entertainment activities in the Stadium in connection with any Agreed Athletics Event Calendar;

Athletics Event Calendar Meetings means the meetings organised and coordinated by the Grantor to discuss the Agreed Athletics Event Calendar, confirm the dates of any potential Athletics Events and update the Agreed Athletics Event Calendar for that year;

Athletics Event Date means the agreed dates and times that UKA has access to the Access Areas agreed with the Grantor to stage an Athletics Event at the Stadium in accordance with the Agreed Athletics Event Calendar;

Athletics Event Day means any day on which an Athletics Event is staged or held at the Stadium;

Athletics Event Organisation Agreement means the contract between the International Federation, the host city for an Athletics Event and the National Governing Body to stage a Major Championship Event;

Athletics Event Programme means any published programme which may be produced by UKA and sold or otherwise distributed to members of the public at each Athletics Event;

Athletics Field of Play means the facilities within the Stadium (which includes the Running Track) that are necessary for staging an Athletics Event that are shaded green and pink on the Seating Plan;

Athletics Window means in respect of: (i) the year 2016, the Athletics Window 2016; and (ii) in respect of each other Event Year during the Term, the period commencing on the last Friday in June and ending on 31 July or 1 August, if the 1 August in that Event Year falls on a Sunday;

[REDACTED]

Box Office means an area that the Grantor may (in its absolute discretion) provide in the Park, where UKA may provide collection, distribution and Ticket sale services in accordance with Clause 9.4(x) (Grantor Covenants) and the Ticketing Policy and Requirements;

[REDACTED]

Business Day means any day which is not a Saturday, a Sunday or a bank or public holiday in England;

Caterer means the counterparty to a Catering Contract;

Catering Contract means each contract entered into from time to time between the Grantor or a Grantor Party and the Caterer in relation to all refreshments, catering and ancillary services to be provided at the Stadium including without limitation the provision of alcoholic and non-alcoholic beverages;

Championship Window means the period commencing on 1 July 2017 and ending on 21 August 2017 or such earlier date as the Stadium is no longer required for the 2017 IAAF World Championships and the 2017 IPC Athletics World Championships, or the relevant set-up and break-down time required;

Change of Control means any event or circumstance that results in UKA no longer being the National Governing Body as recognised by HM Government or the IAAF;

Changing Rooms means the changing rooms within the Stadium indicated as the "Changing Rooms" [REDACTED]

[REDACTED]

[REDACTED]

Club Seat means a seat in that area of the Stadium indicated as "Hospitality", "Hosp + Boxes", "VIP/Hospitality", "VIP/Directors", "VIP" or "Corporate Boxes" on the Seating Plan and the Stadium Plan

Club Ticket means a ticket entitling the holder to have access to a Club Seat;

Commencement Date means the date falling 30 days after the Completion Date;

Commercial Partners means, in relation to any Party, any person appointed from time to time as a sponsor, supplier, licensee or sub-licensee or who is otherwise officially associated with events, rights and/or properties owned and/or controlled by that Party including, without limitation:

- (a) in the case of the Stadium Naming Rights Prime Sponsor, UKA, the Athletics Events or the relevant Athletics Event (as the case may be); and
- (b) in the case of the Grantor, the Reserved Naming and Association Rights and the Associated Rights;

Common Parts means footpaths, restaurants, concourses, circulation areas, snack consumption areas, staircases, escalators, ramps or lifts in or around the Stadium (or any part thereof) which are from time to time provided or intended for common use by members of the public frequenting the Stadium;

Community Plan means the community plan to be agreed between the Grantor and UKA (and to be included in this Agreement as Schedule 9 (Community Plan)) regarding the staging of community events at the Stadium each Event Year and the distribution of unsold and available tickets in agreed numbers to events for distribution to residents of the London Borough of Newham and schools in the local London area;

Community Track means the area indicated as the "Community Track" in the Community Track Lease;

Community Track Lease means the lease to be entered into by the Grantor as tenant and LLDC as landlord, in respect of the Community Track, in accordance with the terms of the Agreement for Leases;

Competition Licence means the licence or permit granted by UKA or any International Federation for an Athletics Event to be permitted to be staged at the Stadium under the Relevant Rules for use as an official Athletics competition venue;

Completion Date means the date of which the Grantor notifies UKA of completion of the Pre-Concession Works;

Concession Agreement means any agreement between the Grantor and a concessionaire, from time to time, to grant a concession to stage events at the Stadium;

Concessionaire means any entity which is a party to a Concession Agreement as a concessionaire for the term of the relevant Concession Agreement with the Grantor from time to time not including UKA;

Confidential Information means:

- (a) information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998; and
- (b) Commercially Sensitive Information;

Consent shall mean any UKA Consent or any Grantor Consent;

Continental Cup means the Athletics Event formerly known as the "IAAF World Cup" organised every four years by the IAAF;

Diamond League means the current title used by the IAAF for a series of premier Athletics events (known at the date of this Agreement as the "Samsung Diamond League") which includes the event known as the "London Grand Prix";

Diamond League Final means the final Athletics meeting of the Diamond League;

Environmental Information Regulations means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

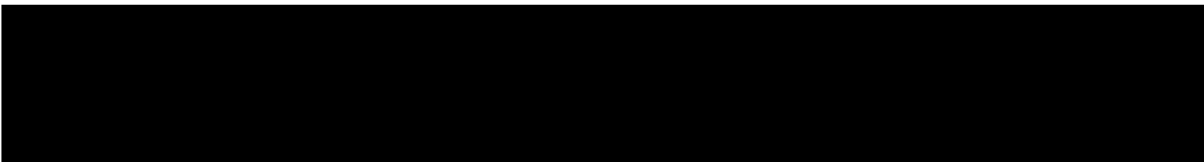
European Athletic Association means the federation for Athletics in Europe as recognised by the IAAF, of which UKA is a member federation as the National Governing Body for Athletics in the UK;

European Athletics Championships means the championships organised every two years by the European Athletic Association;

Event Day Management Plan means the management plan for Athletics Event Days at the Stadium which the Grantor and UKA (acting reasonably) adopts from time to time during the Term;

Event Year means the period from 1 August in one year (or 2 August in the event that 1 August falls on a Sunday in that year) to 31 July in the following year (or 1 August in that following year in the event that 1 August falls on a Sunday in that following year);

Excluded Categories means the categories listed in Schedule 2 (Excluded Categories);



Executive Box Areas means those areas of the Stadium which are indicated as the "Corporate Boxes" or the "Hosp + Boxes" on the Stadium Plans or the Seating Plans, intended for use by holders of Executive Box Tickets;

Executive Box Seat means a seat in that area of the Stadium indicated as "Hospitality Boxes" on the Seating Plan;

Executive Box Ticket means a ticket entitling the holder to have access to an Executive Box Seat;

Facilities and Services means the facilities and services referred to in Clause 9.4 (Grantor Covenants);

Fees Regulations means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such Act;

Football means the game of association football played in accordance with the codified rules of football that are written and maintained by the body that is currently known as the "International Football Association Board" and published by the body that is currently known as the "Fédération Internationale de Football Association" from time to time;

Force Majeure Event means any event or circumstance outside the reasonable control of the affected Party including, without limitation, fire, flood, lightning, casualty, epidemic, explosion, radiation or chemical contamination, lock out, strike, industrial action of any kind, impact by any vehicle, vessel or aircraft, national calamity, riot, act of terrorism, act of God, the enactment or change in interpretation of any Applicable Laws or directive having legally binding effect, any terms of any Consent required to stage any Athletics Event at the Stadium, any cause or event arising out of or attributable to war or civil commotion, malicious mischief or theft, blockade or embargo, provided that:

- (a) the failure to perform or the action of a contractor, licensee or other contractual counterpart of an affected Party shall only constitute a Force Majeure Event if and to the extent that the reason for such failure to perform or act would constitute a Force Majeure Event if it affected either UKA or the Grantor;
- (b) industrial action taken by any employees of UKA or the Grantor shall not constitute a Force Majeure Event (save where such action is taken in the context of a nationwide, non-industry-specific industrial dispute); and
- (c) the acts or omissions of UKA or the Grantor and consequences thereof,

shall not be a Force Majeure Event;

General Admission Ticket means a ticket entitling the holder to have access to the Stadium which is not a Club Ticket Executive Box Ticket, Media Ticket or a VIP/Sponsor Ticket;

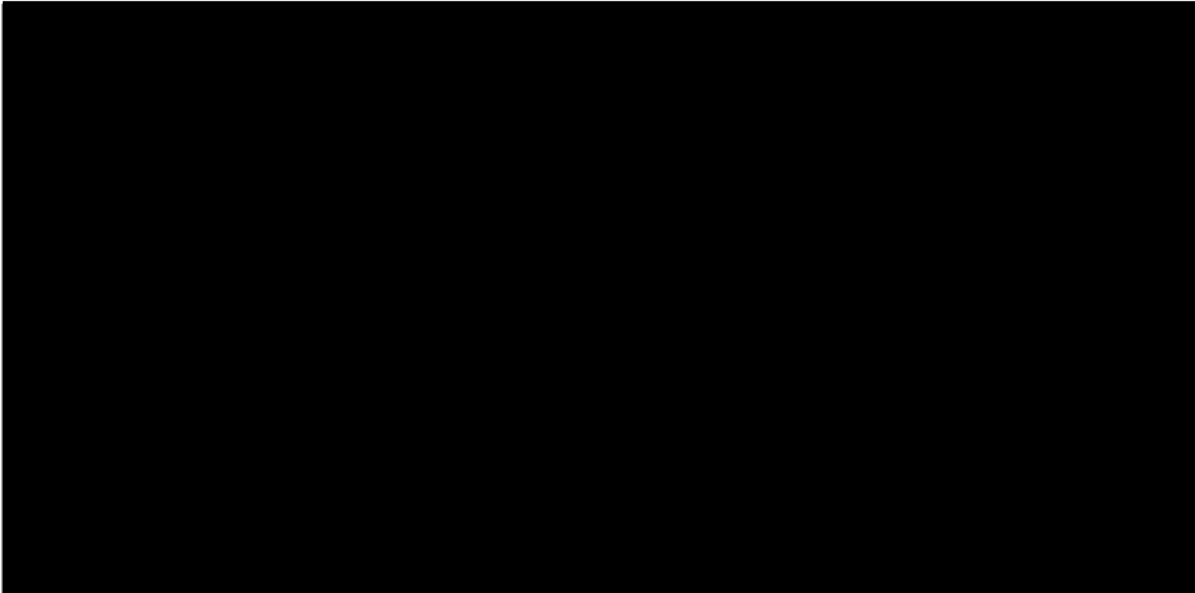
General Safety Certificate means the general safety certificate that is issued pursuant to the Safety of Sports Grounds Act 1975 to operate stadia for sports events and specified activities or as otherwise required from time to time by any statutory body or the Local Authority which authorises or which shall authorise the Grantor to admit spectators into the Stadium for, without limitation, any Athletics Event;

Good Industry Practice means the practices, methods and acts commonly employed by the owners and operators of stadia comparable to the Stadium that, at the particular time, in the exercise of reasonable professional judgement and in the light of the facts known at that time would be reasonably expected to accomplish the desired results in accordance with Applicable Laws, safety and economy;

Governing Body means the relevant Athletics authority which determines the rules and/or dates of the Athletics Events including, among others, the IAAF and UKA;

Governing Body Requirements means the laws, regulations or requirements as set out from time to time by a Governing Body to hold an Athletics Event on a particular date or as communicated to UKA by any Governing Body;

Grantor Consents means all relevant consents, approvals, permits, licences, agreements and permissions required under any Applicable Laws for the Grantor in its capacity as a stadium venue owner or operator to hold any Athletics Event at the Stadium so that the Stadium shall be available in accordance with this Agreement including, without limitation, all Performing Rights Society, Mechanical-Copyright Protection Society and other copyrighting licensing and entertainment related consents, planning consents and Spectator Certificates, exclusive of those licences, approvals and consents applicable to each UKA Party under Clause 8.8 (UKA Covenants);

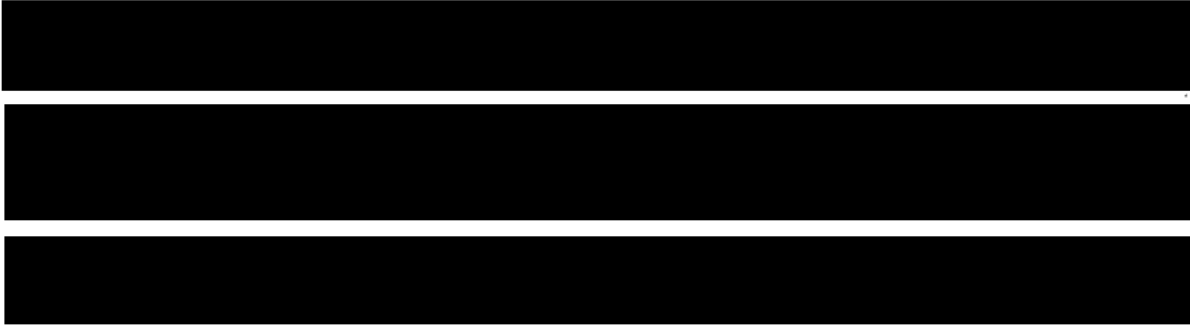


Grantor Office Space means the office space to be identified in the Reserved Areas for the purposes of Stadium operations and management;

Grantor Parties means the Grantor and its directors, officers, employees, agents, contractors, authorised representatives and guests, including (for the avoidance of doubt), LLDC, any Operator, any Caterer, any counterparty to a contract for the Pre-Concession Works and the persons referred to in Clause 22 (Staff);

Grantor's Advert Page means one complete page of advertising within the first four pages of any Athletics Event Programme provided in relation to an Athletics Event in accordance with Clause 10;

Grantor's Media Ticket Option means the Grantor's option to request five Media Tickets for each Athletics Event in accordance with Clause 10.1(f) (Naming and Signage Rights);



Guide to Safety at Sports Grounds means the latest edition of the guide to safety at sports grounds published by the Department for Culture, Media and Sport on behalf of the Controller of Her Majesty's Stationery Office;

Headleases means the lease of the Stadium to be entered into by the Grantor as tenant and LLDC as landlord, in accordance with the terms of the Agreement for Leases and the Community Track Lease;

Health and Safety Policy means the health and safety policy for the Stadium and the Island which the Grantor adopts from time to time during the Term to fulfil its legal obligations and to act in accordance with Regulatory Body requirements, Applicable Laws and Governing Body Requirements in respect of health and safety as the owner or operator of the Stadium and the Island;

Hospitality Areas means the dedicated seating, dining areas and concourse facilities for the Club Seat Ticket holders and the VIP/Sponsor Ticket holders as indicated as "Hospitality", "VIP/Directors" or "Corporate Boxes" on the Seating Plan or the Stadium Plan;

IAAF means the "International Association of Athletics Federations";

IAAF Category 1 Certification means the certification provided by IAAF to confirm the category 1 facilities at the Stadium;

IAAF Competition Rules means the latest edition of the competition rules published from time to time by the IAAF;

IAAF World Championships means the international world athletics championships organised by the IAAF;

Infield Signage means the temporary signage on the Athletics Field of Play including (without limitation) electronic board units, that provide competition information for athletes, officials and spectators and advertising boards;

Information has the meaning given under section 84 of the Freedom of Information Act 2000;

Information Commissioner means the independent UK authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals;

Insolvency occurs when any of the following occurs in respect of a Party:

- (a) it admits its inability to pay its debts as they fall due;
- (b) it suspends making payments on any of its debts or announces an intention to do so;

- (c) by reason of actual or anticipated financial difficulties, it begins negotiations with any creditor for the rescheduling or restructuring of any of its indebtedness;
- (d) any of its indebtedness is subject to a moratorium;
- (e) any step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;
- (f) a resolution is passed by a meeting of its shareholders, directors or other officers for or to file documents with a court or any registrar for its winding-up, administration or dissolution, or any such resolution is passed;
- (g) any Security Interest is enforced over any of its assets;
- (h) an order for its winding-up, administration or dissolution is made;
- (i) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets;
- (j) its shareholders, directors or other officers request the appointment of, or give notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer; or
- (k) any other analogous step or procedure is taken in any jurisdiction;

Insurances means those insurances set out in Schedule 5 (Insurance);

Intellectual Property Rights means any of (a) copyright, patents, database rights, trade mark rights, design rights, know-how and Confidential Information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;

International Federations means the bodies that govern the sport of Athletics worldwide, currently including the federations known at the date of this Agreement as the IAAF, European Athletic Association, and IPC;

IPC means the "International Paralympic Committee", which shall include the brand "IPC Athletics";

IPC Athletics World Championships means the international paralympic athletics world championships organised by the IPC;

Island means the land and facilities indicated inside the red line on the Island Plan, as altered from time to time by the Grantor to reflect any changes to the property;

Island Plan means the plan included in Part 3 (Island Plan) of Schedule 1 (Stadium Plans, Island Plan, Seating Plan and Park Plan);



LLDC means the London Legacy Development Corporation that was created under section 198 of the Localism Act, by the London Legacy Development Corporation (Establishment) Order 2012;

LOC IAAF 2017 means the organising committee for the 2017 IAAF World Championships in Athletics, established in accordance with the London 2017 Event Organisation Agreement;

Local Authority means the relevant local authority for the Stadium from time to time, currently the council for the London Borough of Newham;

London 2012 Games means the London 2012 Olympic and Paralympic Games;

London 2017 Event Organisation Agreement means the agreement with IAAF, Dentsu Inc., The Greater London Authority and UKA in relation to the 2017 IAAF World Championships, dated 11 November 2011;

London Grand Prix means the annual London Athletics meeting organised by UKA that is currently part of the Diamond League;

London Grand Prix Weekend means two days for the London Grand Prix and any additional days included in the schedule as a result of the economic and operational integration of IPC events into the Diamond League that are to be staged as part of the London Grand Prix;

Lower Tier means the plan of the section of the Stadium on the left side of the Seating Plan;

Major Championship Event means the IAAF World Championships, the IPC Athletics World Championships, the European Athletics Championships, the Continental Cup or the Diamond League final or any equivalent successor events organised by any relevant international Athletics federation, organisation or authority;

Major Sporting Event means the following major international sporting events, currently known as: the "Olympic and Paralympic Games", the "Commonwealth Games", the "FIFA World Cup", the "UEFA European Football Championships", the "ICC Cricket World Cup", the "ICC World Twenty20 Cricket Championships", the "IRB Rugby World Cup" and the "Rugby League World Cup" or any equivalent successor events organised by any relevant international sporting federation, organisation or authority in those sports;

Manufacturer's Requirements and Recommendations means the instructions, procedures and recommendations which are issued by the manufacturer of any plant or equipment forming part of the Island relating to the operation, maintenance or repair of such plant and equipment and any revisions or updates thereto from time to time issued by the manufacturer;

Matter for Expert Determination has the meaning set out in Clause 43.1 (Expert Determination);

Media Area means an area at the Stadium (excluding the Media Seats) which is allocated for use by accredited members of the media on Stadium Dates in accordance with this Agreement indicated as "Media" or "Press" on the Stadium Plans and the Seating Plan;

Media Rights means the right to create and transmit via any media (whether now known or hereinafter invented) audio-visual, visual and/or audio recordings and/or live feeds of the same

and/or data and information of or relating to the Athletics Events for reception anywhere in the world;

Media Seats means a seat in that part of the Stadium indicated as the "Press" or the "Press Non-Tabled Positions" on the Seating Plan;

Media Ticket means a ticket entitling the holder to have access to the Media Seats;

National Governing Body means the national Athletics federation that is affiliated to the IAAF and is recognised by HM Government as the body acting as the national governing body for Athletics in the UK;

[REDACTED]

Net Revenue means the total revenue actually received by, or on behalf of, UKA in respect of an Applicable Athletics Event (including, without limitation, revenue from the sale of all Tickets to the relevant Athletics Event and any monies paid to UKA by the owner of the venue staging the event) less the operating costs reasonably incurred by UKA which are directly related to that Applicable Athletics Event;

Official means the referee and any other person responsible for officiating at the Athletics Event pursuant to the Relevant Rules;

[REDACTED]

Operations Feedback Report means a report to be provided by UKA on an annual basis providing feedback on all operational, maintenance and Agreed Athletics Event Calendar matters in relation to the Stadium;

Operator means any operator of the Stadium to be appointed by the Grantor from time to time;

Park means the land edged red on the plan annexed on the Park Plan;

Park Plan means the plan of the Park set out in Part 4 (Park Plan) of Schedule 1 (Stadium Plans, Island Plan, Seating Plan and Park Plan);

Parking Facilities means the area with co-located parking spaces indicated on the Stadium Plan as the "Parking Facilities";

Participating Entity means any entity that is not UKA that is participating or assisting with the organisation of an Athletics Event;

PAYE means the system of deductions made by an employer from the wages or occupational pension of its employees before paying those wages or pension;

Pitch Mode Seating means [REDACTED]

Planning Condition means all planning conditions and permissions in relation to the Stadium;

Pre-Concession Works means the design, development and construction of the works required to be carried out by LLDC before the Commencement Date of this Agreement;

Premises Licence means the licence issued by the relevant authority under the Licensing Act 2003 for the sale of alcoholic beverages;

Priority Use Principle means the principle that any Concessionaire has priority use of the home team Changing Rooms and a dedicated reception area and that the Grantor (on behalf of any Concessionaire) must provide its permission (not to be unreasonably withheld or delayed) to allow access to the home team Changing Rooms or provide access to UKA and the UKA Parties on Athletics Event Days only in connection with the Athletics Events save that the permission of the Grantor (on behalf of any Concessionaire) is not required for any access to or use of the home team Changing Rooms by professional athletes and coaching staff participating in an Athletics Event to be staged at the Stadium during the Athletics Window or for any Major Championship Event;

Prohibited Act means the following:

- (a) allowing hazardous materials into the Island;
- (b) lighting fires; and
- (c) any other illegal acts;

Proposed Athletics Event Calendar means each version of the calendar of events setting out UKA's proposed Stadium Days during the Athletics Window issued by UKA to the Grantor under Clause 4.4 (Athletics Event Calendar);

Regulatory Body means the Local Authority, any relevant health and safety authority, any relevant licensing authority, the police and/or any other organisation with powers to enforce any Applicable Laws;

Relevant Athletics Event Income means

Relevant Rules means in relation to an Athletics Event the codified rules that are written and maintained for the sport of Athletics by IAAF and by UKA from time to time;

Request has the meaning set out in Clause 43.2 (Expert Determination);

Request for Information shall have the meaning set out in the FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "Request" shall apply);

[REDACTED]

[REDACTED]

Retail Operation means any UKA retail operation that is operating within the Stadium;

RPI means the "Retail Price Index" identified in the tenth column entitled "All items RPI excluding mortgage interest payments (RPIX) Index (Jan 13, 1987=100)" of Table 2 indicating "CPI, RPI and other selected indices" as published by the Office for National Statistics (or its successor) from time to time, or failing such publication or in the event of a fundamental change to the measure, such other index as the Parties may agree or such adjustments to the RPI as the Parties may agree (in each case with the intention of putting the Parties in no better or worse position than they would have been in had RPI not ceased to be published or the relevant fundamental change had not been made) or, in the event that no such agreement is reached, as may be determined in accordance with Clause 43 (Expert Determination);

Running Track means the nine-lane running track, provided as part of the Athletics Field of Play facilities within the Stadium on the Island Plan;

Safety Certificate and Licensing Plan means a plan clearly showing how the Grantor and UKA intend to comply with the Applicable Laws or regulations of any Governing Body to obtain a safety certificate for the Stadium by the Commencement Date, to be agreed;

Schools Track and Field Championships means the annual English schools' Athletics championships meeting organised by the English Schools' Athletics Association;

[REDACTED]

Section 106 Agreement means an agreement under Section 106 of the Town and Country Planning Act 1990;

Security Interest means any mortgage, charge, pledge, option, attachment, restriction, assignment, security interest, title retention, preferential right, equity or trust arrangement, lien (other than a lien arising by operation of law), right of set off, hypothecation, encumbrance or any security interest whatsoever and howsoever created or arising;

Senior UK Championships means the annual Athletics meeting for senior UK athletes currently organised by UKA;

Set-up and Break-down Days means a day or such other period in the Agreed Athletics Event Calendar in respect of that Athletics Event when UKA or any relevant event organiser in accordance with Clause 7.4 (Athletics Event Management), sets up the Stadium in preparation for an Athletics Event and then breaks down and removes all equipment, property and other items which it or any UKA Party has brought into the Stadium in connection with any Event including, without limitation, any signage or promotional material following an Event;

Set-up and Break-down Days 2017 means a day (to be notified by the Grantor in accordance with Clause 6.1(a) (Major Championship & Major Sporting Events)) commencing up to 14 days prior to the 2017 IPC Athletics World Championships and ending on the date falling up to five days after the last day of the 2017 IAAF World Championships;

Specifications means the Stadium specifications as set out in Schedule 3 (Stadium Specifications);

Spectator Certificates means any General Safety Certificate, Sports Ground Safety Authority Licence and the Premises Licence;

Sports Ground Safety Authority Licence means the licence issued by the appropriate authority under the Football Spectators Act 1979;

Stadium means, for the purposes of the Headleases and this Agreement, the Stadium located at Stratford, East London, as indicated in the Stadium Plan and the Island Plan and, for the purposes of this Agreement, those parts of the Stadium that are sufficient to allow UKA to discharge its obligations under this Agreement on the Stadium Plan;

Stadium Dates means the Athletics Event Dates and corresponding Set-up and Break-down Days for that Athletics Event Date, as set out in the Agreed Athletics Event Calendar;

Stadium Days means the Athletics Event Days and any required Set-up and Break-down Days;

Stadium Logo means the official trade mark or logo, whether registered or unregistered or the logo for the Stadium notified by the Grantor to UKA from time to time, which may incorporate the Stadium Naming Rights Prime Sponsor's trade mark or logo;

Stadium Marks means the Stadium Name and the Stadium Logo;

[REDACTED]

[REDACTED]

Stadium Plans means the plans of the Stadium shown in Part 1 (Stadium Plan) of Schedule 1 (Stadium Plans, Island Plan, Seating Plan and Park Plan);

Staging Agreement means any agreement between, among others, the Grantor, UKA and affiliates of UKA from time to time in connection with the staging of any Athletics Event at the Stadium;

Standards of a Reasonable and Prudent Operator means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence,

prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator of a leading Athletics Event stadium complying with all Applicable Laws;

Status Requirement means the status of UKA as the National Governing Body for Athletics in the UK with its stated corporate objects, among others, to represent the UK in international Athletics affairs and to carry out the functions delegated to it by the IAAF;

[REDACTED]

[REDACTED]

[REDACTED]

Technical Standing Requirement means the technical ability to deliver the Athletics Events in accordance with the terms of this Agreement for the unexpired term of this Agreement, or, as relevant, the period of the unexpired term plus any requested extension to the Term;

Term has the meaning set out in Clause 2.1 (Term);

Third Party Intellectual Property Rights means Intellectual Property Rights owned by any person other than the Grantor, the Concessionaire or UKA;

Ticket Manifest means the manifest to be controlled by the Grantor in accordance with the requirements of the Guide to Safety at Sports Grounds;

Ticket Protocol means the ticket protocol to be agreed between the Grantor, the Operator and UKA in relation to the Ticket Manifest and process for each Event from time to time;

Ticketing Policy and Requirements means [REDACTED]

Ticketing Terms and Conditions means the terms and conditions for Ticket sales [REDACTED]

Tickets means General Admission Tickets, VIP/Sponsor Tickets, Executive Box Tickets, Media Tickets and any other tickets produced for any Athletics Event to be held at the Stadium;

Track-Side Signage means the ground level signage around the perimeter of the Running Track;

Transition Protocol means the transition protocol to be agreed between the Grantor, UKA, the Operator and the Concessionaire(s) in relation to the transition of the Stadium from the Pre-Concession Works stage to the Commencement Date;

TUPE means Transfer of Undertakings (Protection of Employment) Regulations 2006;

TV Arc means the section of the Track-Side Signage that is in the view of television cameras located on the final 100-metre straight of the Running Track;

UKA Consents means all relevant consents, approvals, permits, licences, agreements and permissions required under any law, regulation, decree or order, which are applicable to UKA in its capacity as a Governing Body and as Party to this Agreement to hold any Athletics Events at the Stadium so that the Stadium shall be available in accordance with this Agreement;

UKA Party means any of UKA, UKA's Commercial Partners, any other Athletics organisation that is assisting or organising any Athletics Event in the Stadium, any director, officer, employee, agent, contractor, authorised representative or guest of the foregoing entities, Participating Entities, Officials, Athletes, members of the media and any person visiting the Stadium for any purpose in connection with the staging of an Athletics Event (this includes persons participating in Athletics Event Activities) other than persons entering the Stadium pursuant to a General Admission Ticket and the staff of the Grantor;

UKA Prime Sponsor(s) means (a) the named title sponsor of an Athletics Event and such of UKA's Commercial Partners for each Athletics Event (up to a maximum of six) or (b) if an Athletics Event does not have a title sponsor such of UKA's Commercial Partners for each Athletics Event (up to a maximum of six) as UKA shall notify to the Grantor not less than two weeks prior to an Event to be its prime sponsors for such Athletics Event with a significant Athletics Event Day branding presence;

UKA Signage Rights means those rights set out in Clause 10.2(b) (Naming and Signage Rights);

UKA Storage Area means the storage area within the Stadium marked as the "UKA Storage Area" on the Stadium Plan or such other storage area within the Stadium designated from time to time by the Grantor in accordance with this Agreement;

UKA's Marks means UKA's worldwide trade marks and logos (whether registered or unregistered), including those trade marks and logos set out in Schedule 8 (UKA's Marks) to this Agreement, as may be updated or amended by UKA from time to time in accordance with the terms of this Agreement;

Upper Tier means the plan of the section of the Stadium on the right side of the Seating Plan;

[REDACTED]

VAT means any tax imposed pursuant to EC Directive 2006/112 or legislation implementing that directive and any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax or imposed elsewhere;

VIP/Sponsor Area means the area for holders of VIP/Sponsor Tickets within the Stadium indicated as the "VIP/Hospitality" and "VIP" areas on the Stadium Plans or the Seating Plan;

VIP/Sponsor Banqueting Area means an exclusive area for the holders of VIP/Sponsor Tickets, which includes access to a VIP/Sponsor banqueting area in the Hospitality Area;

VIP/Sponsor Seat means the seats in the VIP/Sponsor Area;

VIP/Sponsor Ticket means a ticket entitling the holder to have access to a VIP/Sponsor Seat; and

Visitor Safety Policy means the Grantor's safety policy for the Stadium and the Island which the Grantor adopts from time to time during the Term in relation to the Stadium visitors (including spectators).

1.2 A reference in this Agreement to:

- (a) any amount being **indexed** or subject to **indexation** shall mean that amount adjusted to reflect RPI since the date the relevant amount was agreed. The adjustment shall take place by adding the sum obtained by multiplying such amount by the percentage increase, represented as a decimal figure, between the figure shown in the row containing the April 2012 figure for RPI (being 241.9) and the figure shown in the row containing the April figure for RPI for the year in which the increase by indexation of the relevant amount occurs or (if not available) the April figure for RPI in the immediately preceding year;
- (b) **signs** and **signage** means any signage, excluding any signage that is required to comply with Applicable Laws and Planning Conditions;
- (c) **public body** means any person or body established by statute or whose functions are functions of a public nature; and
- (d) any reference to any statute or statutory provisions (whether specifically named or not) shall be construed as references to such statute or statutory provisions as respectively amended, extended, modified or re-enacted from time to time and shall include any provisions of which they are re-enactments whether with or without modification, and any Applicable Laws and notices made pursuant to it whether made before or after the date of this Agreement.

1.3 The Recitals, Schedules and Appendices form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Recitals, Schedules and the Appendices.

1.4 In this Agreement (save where the context requires otherwise):

- (a) the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa;
- (b) a reference to a person, Major Sporting Event, Major Championship Event, Football competition, Governing Body Requirement or Event is a reference to that person, Football competition or Event or such of its updates, successors, assignees and transferees as the context requires;
- (c) references to any rule, agreement, policy or other document shall include such agreement as amended, novated, assigned, supplemented or transferred from time to time;
- (d) a reference to a person shall include any individual, company, corporation, unincorporated association or body (including a partnership, trust fund, joint venture or consortium), government, state agency, organisation or other entity whether or not having separate legal personality; and
- (e) any reference to a Recital, Clause or Schedule is to a recital, clause or schedule (as the case may be) of or to this Agreement.

1.5 The headings contained in this Agreement are for the purposes of convenience only and do not form part of and shall not affect the construction of this Agreement.

2. TERM

2.1 This Agreement will commence on the date of this Agreement and will expire, subject to earlier termination, in accordance with this Agreement (or an extension following agreement in accordance with Clauses 2.2 (Term) and 2.3 (Term) or a Force Majeure Event in accordance with Clause 27.4 (Force Majeure)), on the day prior to the 50th anniversary of the Commencement Date (the **Term**).

2.2 During the Term, UKA is entitled to request an extension of the Term by any multiple of five years with an end date no later than the date falling 99 years after the date of this Agreement.

2.3 UKA is entitled to request an extension under Clause 2.1 (Term), by giving notice to the Grantor on or before the date falling on the first day of the 24th calendar month prior to the last day of the Term.

2.4 If there is a request submitted by UKA under Clause 2.1 (Term), the Grantor shall notify UKA:

- (a) if it consents or not to the extension to the Term; and
 - (b) if it consents, of any conditions attached to the extension to the Term,
- as soon as reasonably practicable (such consent not to be unreasonably withheld).

2.5 If the Grantor intends to notify UKA of any conditions attached to the extension of the Term, prior to consenting to the extension and attaching the conditions, the Grantor must consult with UKA in good faith and UKA may, in the event that the conditions attached to the extension of the Term are unacceptable to it, withdraw any such request for an extension to the Term.

3. PRE-CONCESSION WORKS AND COMMENCEMENT DATE

3.1 The Grantor's obligations under this Agreement shall come into effect on the Commencement Date, other than Clauses 3.4 to 3.8 (Pre-Concession Works and Commencement Date), which shall come into effect on the date of this Agreement.

3.2 Subject only to Clauses 3.4 to 3.8 (Pre-Concession Works and Commencement Date), UKA's obligations shall not come into effect until the latest to occur of the dates on which:

- (a) the first construction contract for the Pre-Concession Works is entered into by the Grantor; and
- (b) the Grantor has confirmed in writing that a funding solution for the Pre-Concession Works has been agreed.

3.3 Neither Party has any rights or obligations under this Agreement in relation to the staging of the Anniversary Games. The sole rights and obligations of the Parties in relation to the staging of the Anniversary Games are set out in the letter of agreement dated 2 April 2013 between LLDC and UKA.

3.4 The Grantor may exercise its rights under 27 (Force Majeure), 28 (Termination), 34 (Further Assurance), 35 (Confidentiality and Announcements), 36 (Freedom of Information), 38 (Changes to the Parties and Amendment), 45 (Legal Relationship), and 47 (Third Party Rights) prior to as well as

after UKA's obligations coming into effect under Clause 3.2 (Pre-Concession Works and Commencement Date).

3.5 UKA may exercise its rights under 27 (Force Majeure), 28 (Termination), 34 (Further Assurance), 35 (Confidentiality and Announcements), 36 (Freedom of Information), 38 (Changes to the Parties and Amendment), 45 (Legal Relationship) , and 47 (Third Party Rights) prior to as well as after the Grantor's obligations coming into effect under Clause 3.1 (Pre-Concession Works and Commencement Date).

3.6 The Grantor shall give UKA at least 30 days' prior notice of the Commencement Date and provide to UKA progress reports on the status of the Pre-Concession Works promptly following any request by UKA.

3.7 If the Grantor gives notice under Clause 3.4(Pre-Concession Works and Commencement Date) but the Commencement Date is delayed for any reason from the anticipated Commencement Date notified under Clause 3.4 ((Pre-Concession Works and Commencement Date)) such that any Athletics Event cannot be held at the Stadium, the Grantor shall not be obliged to compensate UKA.

3.8 The Parties shall use their best endeavours to agree a Transition Protocol in relation to the Stadium.

4. ATHLETICS EVENT CALENDAR

4.1 The Grantor agrees that, subject to UKA having complied with its obligations under this Clause 4, it will perform its obligations under this Agreement and make available the Access Areas for each Athletics Event to take place on the date set out in the Agreed Athletics Event Calendar.

4.2 UKA agrees that all of its Athletics Events (and, where possible, any applicable Major Championship Events and the London Grand Prix) shall be scheduled and shall take place during the Athletics Window and agrees, at all times, to act reasonably in discussions with the Grantor and the Concessionaire(s) relating to the scheduling of Athletics Events at the Stadium.

4.3 Each of the Grantor and UKA will agree the Agreed Athletics Event Calendar by following the steps set out in Clauses 4.4 (Athletics Event Calendar) to 4.8 (Athletics Event Calendar).

4.4 UKA must notify the Grantor of its Proposed Athletics Event Calendar as soon as it is known and, in any event, on or before 30 November preceding the first day of the Athletics Window for that Event Year.

4.5 UKA and the Grantor must use reasonable endeavours to agree to amendments to the Proposed Athletics Event Calendar. No Party shall suggest any amendment to the Proposed Athletics Event Calendar:

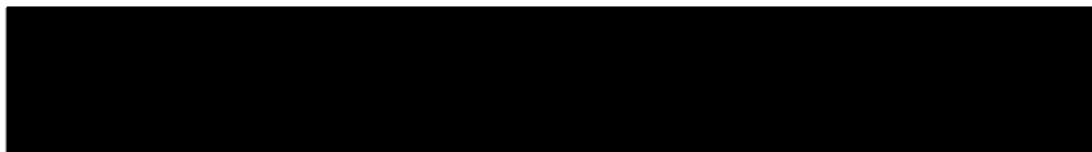
- (a) without providing the other Party with an explanation of the reasons for the suggested amendment to the Proposed Athletics Event Calendar; or
- (b) that relates to any circumstances expressly dealt with by other provisions in this Agreement (including, without limitation, under Clauses 6.4 (Major Championship & Major Sporting Events) and 15.2 (Postponement, Cancellation or Relocation of Athletics Events)).

4.6 Subject to any agreed amendments being reflected in the Proposed Athletics Event Calendar, the Grantor must confirm the Agreed Athletics Event Calendar on, or before, 14 December each year. If suggested amendments are not agreed by the Parties in accordance with Clause 4.5 the Proposed

Athletics Event Calendar shall be deemed to be the Agreed Athletics Event Calendar on 14 December of the relevant year.

4.7 The Grantor agrees:

(a)



(b) to consult and negotiate with UKA in good faith in order to confirm and update the Agreed Athletics Event Calendar as required from time to time.

4.8 UKA agrees to:

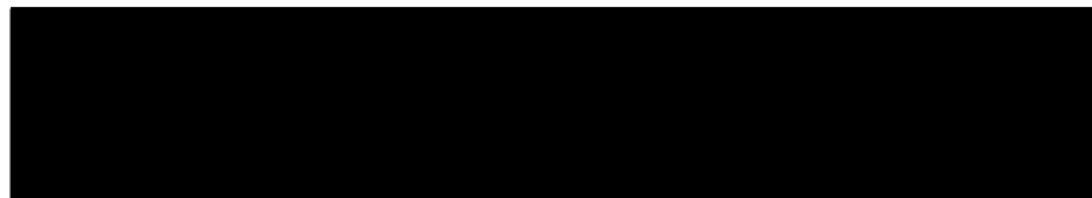
(a) disclosure by the Grantor to any Concessionaire(s) or any Grantor Party of its Proposed Athletics Event Calendar and the Agreed Athletics Event Calendar as required;

(b) if requested by the Grantor, attend the Agreed Athletics Event Calendar Meetings;

(c) otherwise act reasonably in order to allow completion of the Agreed Athletics Event Calendar;

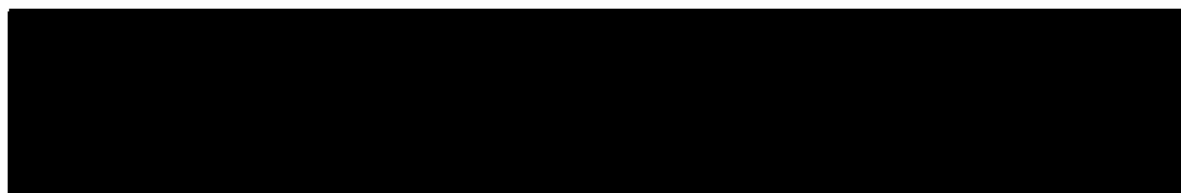
(d) liaise with the relevant national organisations and International Federations in relation to its Athletics Events and to inform the Grantor promptly of any national organisations and International Federations' requirements for any Athletics Event; and

(e)

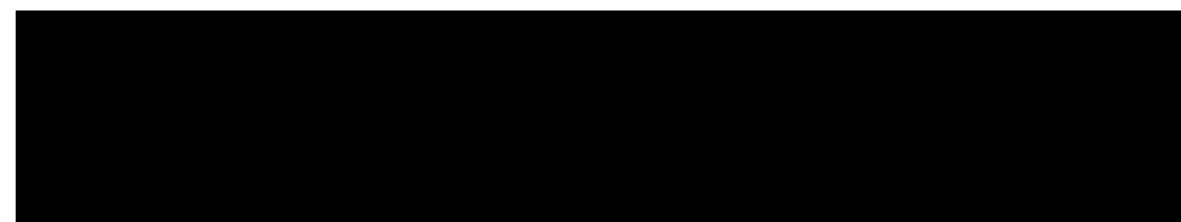


4.9 UKA agrees that on any weekday during the Athletics Window which is not a Stadium Day (as set out in the Agreed Athletics Event Calendar) it shall have no rights in relation to the Stadium.

4.10



4.11



(a)



(b)

[REDACTED]

(c)

[REDACTED]

4.12

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

4.13

[REDACTED]

4.14

[REDACTED]

5. **UKA EVENTS**

5.1

[REDACTED]

5.2

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

5.3

[REDACTED]

5.4

[REDACTED]

5.5

[REDACTED]

6. MAJOR CHAMPIONSHIP & MAJOR SPORTING EVENTS

6.1 2017 IAAF World Championships and the 2017 IPC Athletics World Championships

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

(v)

[REDACTED]

[Redacted]

(d)

[Redacted]

(e)

[Redacted]

(f)

[Redacted]

(i)

[Redacted]

(ii)

[Redacted]

(iii)

[Redacted]

6.2 Other Major Championship Events

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

6.3 Other Major Sporting Events

(a)

[Redacted]

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

6.4 Athletics Events

(a)

[Redacted]

(b)

[Redacted]

(i)

[Redacted]

(ii)

[Redacted]

7. ATHLETICS EVENT MANAGEMENT

7.1 UKA and, as required, the UKA Parties, are entitled to the use of and/or access to the Access Areas on Stadium Dates as set out in the Agreed Athletics Event Calendar, for the purpose of preparing for, training for and staging the Athletics Events. The rights granted to UKA are personal and may only be exercised in accordance with the terms of this Agreement.

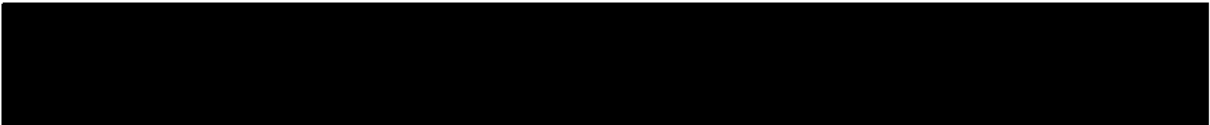
7.2 Save as expressly provided for in this Agreement, each Party agrees that:

- (a) the Grantor has no responsibility for the planning, management and implementation of the arrangements for any Athletics Event; and
- (b) UKA is responsible for the planning, management and implementation of the arrangements for any Athletics Event.

- 7.3 UKA shall stage the Athletics Events at the Stadium on the Athletics Event Dates throughout the Term upon the terms and conditions in this Agreement.
- 7.4 UKA shall be entitled to sub-contract or delegate its rights and obligations under this Agreement to event organisers in order to implement the plans and procedures contemplated in this Agreement, provided that UKA:
- (a) procures that such third parties comply with the provisions of this Agreement; and
 - (b) remains fully liable for the performance of its obligations under this Agreement.
- 7.5 UKA and the Grantor shall use their best endeavours to agree and comply with the Event Day Management Plan.

8. UKA COVENANTS

UKA must:

- 8.1 not, and procure that any UKA Party does not, make any alterations to the fabric or structure of the Stadium or the Island or introduce or construct any temporary structures or seating within the Stadium or the Island without the Grantor's consent (not to be unreasonably withheld);
- 8.2 use its reasonable endeavours to cooperate with the Grantor to promote the Stadium and the Park;
- 8.3 plan, manage, organise, control and implement the staging of each Athletics Event on the Athletics Event Dates, subject to the requirements of a Governing Body;
- 8.4 produce (at its own cost), market, distribute and sell Tickets for each Athletics Event for its own account and at its own expense, in accordance with the Ticketing Policy and Requirements and Clause 17 (Admission Charges) and Clause 21 (Athletics Event Tickets);
- 8.5 
- 8.6 not permit any event or function to be held in the Access Areas or the Island on a Stadium Day which is not an Athletics Event or an Athletics Event Activity of the type or content in the Agreed Athletics Event Calendar, unless agreed in advance by the Grantor;
- 8.7 not stage any Athletics Event or Athletics Event Activity which may bring the Stadium, the Grantor, LLDC or any other public body into disrepute;
- 8.8 hold UKA Consents and procure that each UKA Party holds all the Athletics Event-related consents, approvals, permits, licences, agreements and permissions required under any Applicable Laws:
- (a) to allow the Athletics Event to be staged at the Stadium with a full capacity attendance; and
 - (b) to comply with its obligations under this Agreement;
- 8.9 provide all reasonable assistance to the Grantor to enable the Grantor to obtain the Grantor Consents and enable any Grantor Party to obtain any consents, approvals, permits, licences, agreements and permissions required under any Applicable Laws;

- 8.10 [REDACTED]
- 8.11 [REDACTED]
- 8.12 use reasonable endeavours to ensure that all the Applicable Laws in connection with the Athletics Events and the Athletics Event Activities are complied with and consult with the Grantor in relation to all Athletics Event Activities;
- 8.13 contribute such content as is reasonably requested by LLDC, relating to UKA, UKA Parties and the Athletics Events to any website and/or magazine that the Grantor or LLDC may establish for the Stadium and allow links from that website and/or magazine to its website, any ticketing website relating to other events to be held at the Stadium or other venues or sites in the Park;
- 8.14 not, and procure that each UKA Party does not, allow any advertising in an Excluded Category in relation to:
- (a) the Island;
 - (b) any Athletics Event or Athletics Event Activity (this does not apply in relation to Athletics Event Activities which are media and broadcast rights and which are sold on a "group" basis by any other Governing Body and not solely by UKA and/or a UKA Party);
 - (c) any Athlete, or any participant in any Athletics Event Activity (this does not apply in relation to Athletics Event Activities which are media and broadcast rights and which are sold on a "group" basis by any other Governing Body and not solely by UKA and/or a UKA Party);
 - (d) the Athletics Event Programmes or Tickets; or
 - (e) [REDACTED]
- 8.15 not, and procure that each UKA Party does not, carry out or allow the carrying out of any Prohibited Act in the Island;
- 8.16 provide the Grantor with a Operations Feedback Report;
- 8.17 ensure that there are sufficient suitably experienced, qualified and trained personnel available to them in order for it to comply with its obligations under this Agreement and to maintain discipline and good order amongst its personnel;
- 8.18 provide all equipment, property and other items which it or any UKA Party requires to be brought into the Stadium or onto the Island in connection with any Athletics Event (including, Athletics equipment and, subject to Clause 10 (Naming and Signage Rights), without limitation, any signage or promotional material) and ensure that the same is delivered and removed in a timely manner, use best endeavours to minimise disruption to the Agreed Athletics Event Calendar and in any event within the Set-up and Break-down Days, subject to the proper use of the UKA Storage Area provided in accordance with Clause 9.4(1) (Grantor Covenants) or any other time period for the set-up and break-down period as may be agreed by the Grantor from time to time in relation to any televised Athletics Events;
- 8.19 comply, and procure that each UKA Party complies, with the instructions issued by any emergency service in relation to the Island and/or to any occupants;

- 8.20 comply, and procure that each UKA Party complies, with the requirements or conditions relating to Insurance and the Consents;
- 8.21 comply, and procure that each UKA Party complies, with all Applicable Laws (and those of any other Governing Body's requirements) in connection with the staging of Athletics Events at the Stadium;
- 8.22 subject to notification by the Grantor ensure and /procure that each UKA Party ensures, that through its or their actions and/or inactions, no person breaches the terms of the Section 106 Agreement or any Planning Condition or the Grantor's obligation to ensure that the Stadium is held peaceably and quietly;
- 8.23 pay all costs and expenses relating to any:
- (a) liabilities to or in respect of travelling expenses, refreshments, catering and other miscellaneous expenses for UKA Parties and UKA personnel;
 - (b) publicity for each Athletics Event; and
 - (c) other expenses necessary for the proper staging of the Athletics Event which are not the subject of an express obligation of the Grantor under this Agreement;
- 8.24 [REDACTED]
- 8.25 consult with Transport for London and comply with any transport requirements of the relevant authorities for each Event;
- 8.26 subject to notification by the Grantor, comply with, and procure that UKA Parties comply, with:
- (a) the Agreed O&M Procedures;
 - (b) all applicable Manufacturer's Requirements and Recommendations; and
 - (c) the Spectator Certificate, the Safety Certificate and Licensing Plan, the Health and Safety Policy and the Visitor Safety Policy;
- 8.27 promptly inform the Grantor of any changes to the Relevant Rules, requirements of any other National Governing Body, International Federation, Governing Body Requirements or laws in relation to the Athletics Event and any subsequent changes required from the Grantor in relation to the provision of the Facilities and Services, subject to:
- (a) [REDACTED]
 - (b) [REDACTED]
- [REDACTED]
- 8.28 notify the Grantor and keep the Grantor updated regarding the identity of any UKA Parties;

8.29 provide medical personnel, facilities and equipment for members of the public and separate medical facilities and equipment for the Participating Entities; and

8.30 ensure that it does not (and procure that UKA Parties do not) establish any retail outlets at the Stadium which offer for sale any merchandise that has a direct (or indirect) association with a Concessionaire other than merchandise which refers to the Stadium without mention of or association with the Concessionaire (unless the Concessionaire has given written permission or the merchandise in question is offered for sale in the Concessionaire's retail shop at the Stadium). For the purposes of this Clause 8.30 (UKA Covenants) without limitation, merchandise which refers to the name of the Concessionaire (other than incidentally or in the context of a description of the Concessionaire's concession at the Stadium), the insignia of the Concessionaire, current or former players of the Concessionaire and/or which is in the Concessionaire's colours shall be deemed to have an association with the Concessionaire.

9. GRANTOR COVENANTS

9.1 The Grantor must:

- (a) provide the Stadium with the Agreed Capacity in athletics mode for the Athletics Events to be staged at the Stadium;
- (b) ensure that, at all times, it or a Grantor Party (as applicable) holds all the Grantor Consents;
- (c) comply with all Applicable Laws imposed on the Grantor in respect of the Stadium and any restrictions imposed by a Regulatory Body;
- (d) ensure that the Access Areas and the Facilities and Services are in a good state of repair and working order (subject to fair wear and tear and any damage caused before, during or after any Athletics Event or Athletics Event Activity);
- (e) for the Term, grant a licence to UKA to use the Access Areas;
- (f) use its reasonable endeavours to cooperate with UKA to promote the Athletics Events;
- (g) provide all reasonable assistance to UKA to enable UKA to obtain the UKA Consents and to enable any UKA Party to obtain any consents, approvals, permits, licences, agreements and permissions required under any Applicable Laws which are applicable to the UKA Party; and
- (h) contribute such content as is reasonably requested by UKA relating to LLDC, the Grantor and the Stadium to any website and/or magazine that UKA may operate or establish for the Athletics Events and allow links from that website and/or magazine to its website, any ticketing website controlled by UKA or the UKA Parties relating to other events to be held at the Stadium or other venues or sites in the Park.

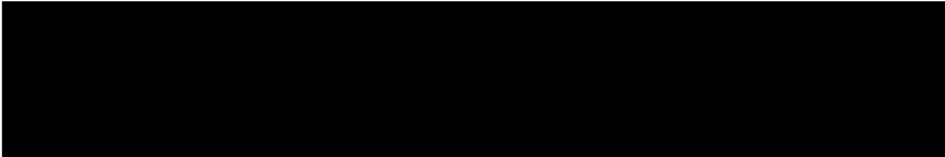
9.2 For each Athletics Event, but subject to the terms of any Grantor Consent (including, without limitation, the terms of the General Safety Certificate), the Grantor shall ensure the provision at the Stadium of:

- (a) all of the Facilities and Services; and
- (b) access to the Access Areas,

to UKA and UKA Parties (as notified to the Grantor by UKA from time to time) in accordance with the terms of this Agreement.


9.3 The Facilities and Services shall be available to UKA and UKA Parties in accordance with Clause 9.4 (Grantor Covenants) or as shall be mutually agreed between the Parties as part of the meetings in relation to the staging of each Athletics Event.

9.4 The Grantor shall provide the following **Facilities and Services** to UKA on Stadium Dates, for each Athletics Event:

- (a) reasonable Stadium heating, power, light, water and other relevant utilities;
- (b) the Athletics Field of Play prepared and marked for Athletics so that such markings comply with the Relevant Rules (markings for other field sports may also be visible on the grass surface);
- (c) access to the Community Track for Athletes warm-up facilities on Athletics Event Days, if requested by UKA;
- (d) floodlighting of a minimum intensity of 2,500 lux or such other relevant technical requirements of any Governing Body, operated at the Grantor's absolute discretion and in accordance with the instructions of the Officials at such Athletics Event;
- (e) Changing Rooms for Participating Entities, Athletes and Officials with associated lavatory facilities, wash basins, showers and/or baths, subject to the Priority Use Principle;
- (f) lavatory facilities for both sexes available to members of the public;
- (g) a Stadium control room:
 - (i) 
 - (ii) with access to be provided to representatives of UKA (as may be nominated from time to time) any Stadium Day, subject to any reasonable request by UKA;
- (h) clear signs in English inside, outside and in the vicinity of the Stadium;
- (i) seats and wheelchair spaces for disabled spectators and their accompanying persons, with disabled access to toilet facilities and a refreshment bar accessible from the disabled seating areas;
- (j) LED score boards and jumbo video screens at each end of the Athletics Field of Play for exclusive use by UKA, subject to:
 - (i) any non-commercial announcements for spectators required to be made by the Grantor or the police or for any other person relating to the operation of the Stadium or any other matter relating to health and safety; and
 - (ii) any permanent signage around the outside of the LED score boards and/or the jumbo video screens;

- (k) the Media Areas and the Media Seats as reasonably requested by UKA on or before the date falling ten Business Days before the Athletics Event Date;
- (l) access to 340 square metres for the UKA Storage Area and the right of the Grantor to:
 - (i) from time to time change the position of the UKA Storage Area within the Island;
 - (ii) require access to the UKA Storage Area by giving not less than ten Business Days notice to UKA; and
 - (iii) retain keys to the UKA Storage Area at all times,

which is not a grant of exclusive possession of the whole or any part of the UKA Storage Area, nor shall it create any landlord and tenant relationship in relation to the UKA Storage Area;

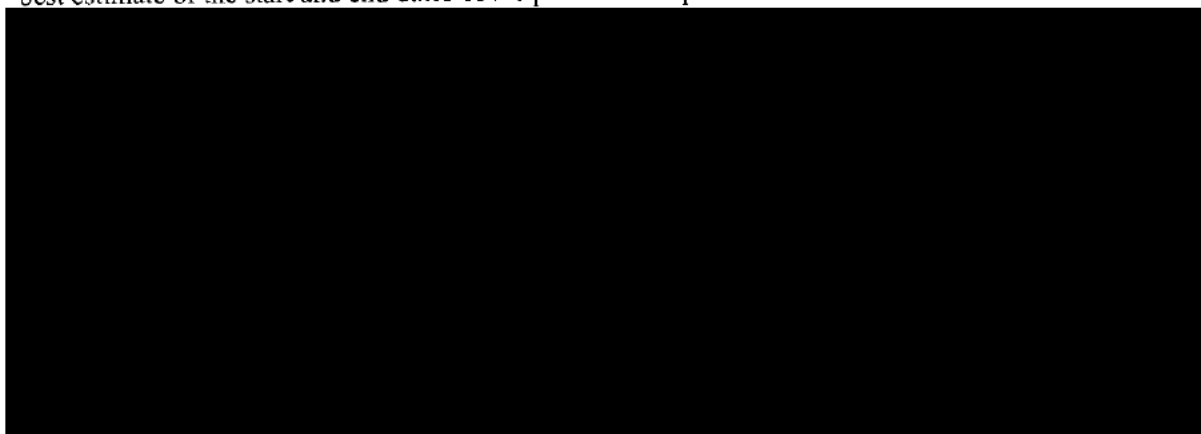
- (m) access to existing broadcasting enabling facilities in, and around, the Stadium, including (without limitation) broadcast gantries and camera positions that are already in existence in the Stadium for use by broadcasters of the Athletics Events;
- (n) drug-testing facilities;
- (o) medical facilities and equipment for members of the public and separate medical facilities and equipment for the Athletes and the Participating Entities;
- (p) ticketing outlets and turnstiles operated by the Grantor or a person authorised by the Grantor provided that UKA provides the Tickets in accordance with the Ticketing Policy and Requirements as set out in Schedule 4 (Ticketing Policy and Requirements);
- (q) Stadium tannoy and public communication facilities for non-exclusive use by UKA, subject to any non-commercial announcements for spectators required to be made by the Grantor or the police or for any other person relating to the operation of the Stadium or any other matter relating to health and safety not including non-commercial announcements at any time;
- (r) the General Admission Ticket seats, Club Ticket seats, VIP/Sponsor Ticket seats, Executive Box Ticket seats and Media Ticket seats;
- (s) a dedicated VIP/Sponsor Banqueting Area;
- (t) a Hospitality Area for the Club Ticket holders, VIP/Sponsor Ticket holders, Executive Box Ticket holders and the VIP/Sponsor Ticket holders;
- (u) restaurants and other public catering outlets operated by the Grantor or a Grantor Party for the anticipated number of persons attending the relevant Event and which, to the extent permitted by any Applicable Laws or the Governing Body Requirements, are equipped to serve both alcoholic and non-alcoholic beverages;
- (v) 
- (w) the Stadium generator or an alternative back-up power supply for the Athletics Event;

- (x) on request and only if available, access to a Box Office and the necessary facilities to provide collection, distribution and Ticket sale services on Stadium Days, subject to UKA providing the required personnel;
 - (y) access to an area within the Stadium for a timing and scoring control room and access to other event control areas within the Stadium as required in accordance with the Relevant Rules;
 - (z) security, cleaning, pest control, all facilities and services required by a Regulatory Body, such as but not limited to police observation facilities, facilities management and maintenance services at the Stadium in accordance with the Standards of a Reasonable and Prudent Operator; and
 - (aa) provide the Parking Facilities on Athletics Event Days for the non-exclusive use of UKA, subject to:
 - (i) compliance with the Spectator Certificates, the Planning Conditions, the Guide to Safety at Sports Grounds, the Event Day Management Plan and the Health and Safety Policy;
 - (ii) compliance with the requirements of any Regulatory Body or Applicable Laws, including providing the required number of car parking spaces for emergency services vehicles and disabled (or blue) badge holders;
 - (iii) spaces to be provided in order to accommodate operational vehicles, media vehicles, security staff and Event related delivery vehicles;
 - (iv) access to the community track other than on Athletics Event Days;
 - (v) Park security procedures and planned road closures (which are the sole responsibility of the Grantor) within the Park are taken into account; and
 - (bb) provide access to a non-exclusive reception area in the main entrance to the West stand of the Stadium.
- 9.5 The Grantor shall have no liability whatsoever to UKA or any UKA Party as a result of any damage to or loss of any property, equipment or other items which UKA or any UKA Party brings into the Stadium in accordance with this Agreement unless such damage is caused by the wilful default or gross negligence of any Grantor Party.
- 9.6 The Grantor shall ensure that the Stadium and all equipment and assets situated at the Stadium (such as, but not limited to, the score boards and jumbo video screens, the undersoil heating, the floodlighting, the CCTV surveillance system, the generator, the tannoy and public communication facilities) is operated and maintained in accordance with the Standards of a Reasonable and Prudent Operator and otherwise carry out its duties at law and under this Agreement in accordance with each of the following (in descending order of priority in the event of any conflict):
- (a) all Applicable Laws;
 - (b) the requirements and/or restrictions imposed by any Regulatory Body;
 - (c) the terms of all Grantor Consents;

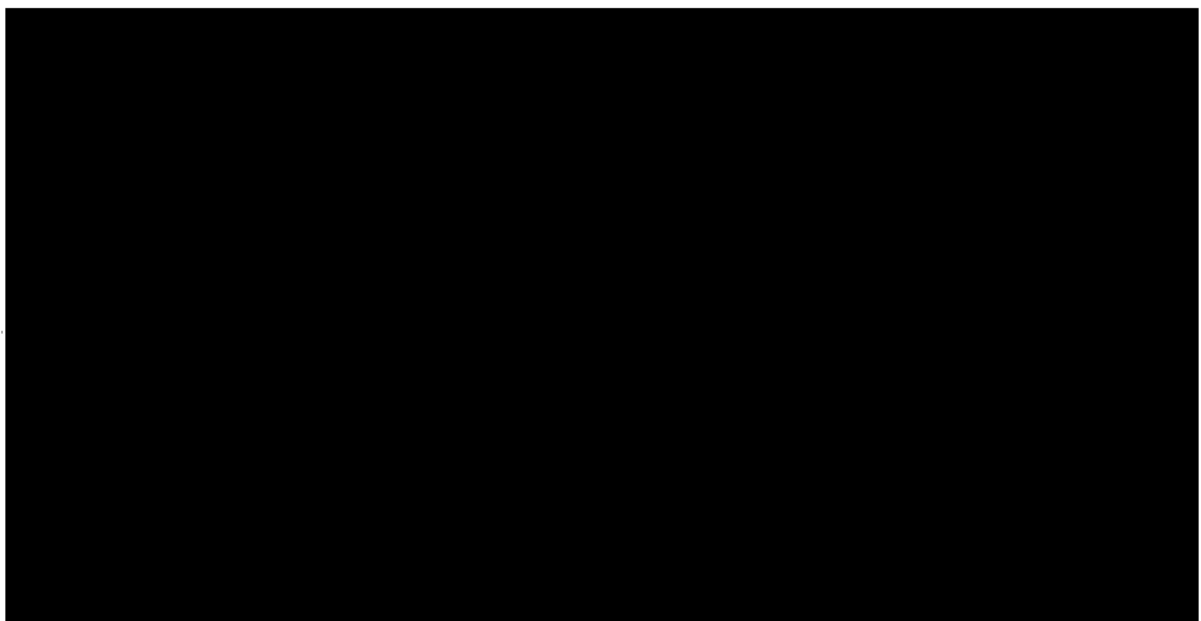
- (d) Governing Body Requirements;
- (e) the terms and conditions of any Insurances, subject to the Grantor not incurring an unreasonable level of cost if a Governing Body Requirement obliges the Grantor to amend any insurance policy;
- (f) the Standards of a Reasonable and Prudent Operator; and
- (g) the requirements of this Agreement.

9.7 If the Grantor is obliged or otherwise proposes to make an improvement or alteration to the Stadium such that the Stadium accommodation seating or facilities and services are thereby reduced the Grantor will, upon becoming aware of the circumstances giving rise to the requirement to adapt the Stadium, notify UKA of the proposed adaptation, giving reasonable details, including the Grantor's best estimate of the start and end dates of the period of adaptation.

9.8



9.9



10. NAMING AND SIGNAGE RIGHTS

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(b)

[REDACTED]

11. UKA PERSONNEL

11.1 UKA agrees that it, or a suitably qualified representative, shall if required, and on the reasonable request of the Grantor, attend the following meetings in relation to the staging of an Athletics Event (subject to reasonable advance notice of such meeting being provided) for the purpose of discussing matters arising in relation to the staging of such Athletics Event including, without limitation, matters relating to any General Safety Certificate, the Health and Safety Policy, the Visitor Safety Policy and access to the Stadium for vehicles and Athletics Event Day deliveries:

- (a) a tactical and risk assessment meeting with the Grantor and/or Grantor Parties at a time to be agreed between the Grantor and UKA, but in any event prior to the printing of Tickets in relation to an Athletics Event, which UKA acknowledges that relevant members of the police and any other relevant health and safety representatives may attend;
- (b) an external planning meeting with the Grantor and/or Grantor Parties and any relevant official authorities prior to each Athletics Event at a time to be agreed between the Grantor and UKA;
- (c) briefing meetings with the Grantor and/or Grantor Parties prior to and on the Athletics Event Date, in each case at times to be agreed between the Grantor and UKA;
- (d) a de-briefing meeting following each Athletics Event on a day to be agreed between the Grantor and UKA; and
- (e) a meeting prior to each Athletics Event on a day to be agreed between the Grantor and UKA for the purpose of discussing all access times and procedures to the Stadium for the Set-up and Break-down Days,

and the Grantor shall procure that the Grantor, a Grantor Party and/or one of its representatives shall attend all such meetings. Both Parties shall comply, UKA shall procure that each UKA Party

complies and the Grantor shall procure that each Grantor Party shall comply, with any protocols or procedures agreed between UKA and the Grantor during or pursuant to any of the meetings referred to in this Clause 11.1 (UKA Personnel).

- 11.2 UKA shall procure the attendance at each Athletics Event of an experienced UKA official who shall liaise with the Grantor in relation to the organisation of the relevant Athletics Event before, during and after such Athletics Event and who shall be capable, when reasonably required by the Grantor, to participate (without prejudice to Clause 12 (Health and Safety)) in any health and safety discussions relating to, without limitation, any delay or Athletics Event abandonment or evacuation of the Stadium and shall be responsible for overseeing and managing the acts of any UKA Party at the Stadium. The Grantor shall procure that a suitably experienced official is available to participate in any such discussions with UKA. The Grantor shall take into account the reasonable advice and direction of UKA's Official in relation to each Event provided that such advice and direction is compliant with Applicable Laws and the advice of Regulatory Bodies.

11.3

- 11.4 UKA shall be responsible for paying the salaries and all benefits of its personnel and for paying any applicable employment taxes in respect of such personnel (including without limitation taxes payable under the PAYE system and National Insurance contributions) and similar mandatory payments which are payable by, or may subsequently be introduced and payable by, employers.

12. HEALTH AND SAFETY

- 12.1 The Grantor shall obtain and fully maintain at all times all the Grantor Consents and shall comply with and use its best endeavours to procure that each Grantor Party shall comply with:

- (a) all Applicable Laws relating to the Health and Safety Policy, the Stadium planning controls, the General Safety Certificate and the Spectator Certificate and the Spectator Certificates;
- (b) the terms of all the Grantor Consents;
- (c) the Guide to Safety at Sports Grounds; and
- (d) restrictions imposed by the police, in each case relating to the staging of Athletics Events at the Stadium in accordance with this Agreement.

- 12.2 To the extent it is able as a licensee of the Stadium for limited periods for the staging of Athletics Events at the Stadium (and which shall not require UKA to incur any expenditure in relation to the Stadium) UKA shall comply and shall use its best endeavours to procure that each UKA Party complies with:

- (a) all Applicable Laws relating to the Health and Safety Policy, the Stadium planning controls, the requirements of the General Safety Certificate and other safety certificates in each case as notified to UKA from time to time;
- (b) the terms of the Health and Safety Policy, the General Safety Certificate and Visitor Safety Policy, in each case as notified to UKA from time to time;
- (c) any restrictions imposed by the police; and

(d) all other relevant UKA Consents relating to the staging of Athletics Events at the Stadium and Grantor Consents as notified by the Grantor and/or a Grantor Party to UKA from time to time.

12.3 UKA shall be under a duty to liaise with the Grantor and/or any Grantor Party nominated by the Grantor in relation to the staging of any Athletics Event at the Stadium, including, without limitation, the alteration of start times particularly where this is likely to impact on the terms of any Health and Safety Policy and General Safety Certificate and any other Applicable Laws.

12.4 UKA acknowledges and agrees that the Grantor and/or any Grantor Party nominated by the Grantor may (acting reasonably) effect a search of any persons (including, without limitation, any UKA Party) seeking access to the Stadium and may refuse access to all or any part of the Stadium to any person (including, without limitation, any UKA Party).

12.5 Nothing in this Agreement shall oblige the Grantor to take any action or to act in any manner at the request of UKA or otherwise which would cause the Grantor to be in breach of or otherwise contravene any requirement of a Regulatory Body or any Consent relating to the Stadium and/or the Island.

13. INSURANCE

13.1 The Grantor and UKA agree that they shall effect at their own cost their own adequate public liability insurance in relation to their obligations under this Agreement and shall consult with each other each year as to what is an adequate level of public liability insurance limits.

13.2 All proceeds of physical damage insurance policies to which UKA is entitled must be paid into a joint insurance account and applied in reinstatement in accordance with Schedule 5 (Insurance). For the avoidance of doubt, the consent of LLDC will be required in relation to any reinstatement.

13.3 UKA shall ensure that it carries business interruption insurance and other insurances in accordance with Schedule 5 (Insurance).

13.4 UKA shall ensure that it carries its own equipment insurance in relation to any Athletics equipment used or stored (in the UKA Storage Area or elsewhere) at the Stadium in accordance with Schedule 5 (Insurance).

14. MAINTENANCE

14.1 The Grantor shall provide and maintain the Facilities and Services in relation to any Athletics Event in accordance with the IAAF Category 1 Certification.

14.2

14.3 UKA shall provide the Grantor with the up-to-date Relevant Rules, information, instructions, procedures and recommendations issued by any Governing Body or equivalent authority, relating to the operation, maintenance or repair of the Stadium, and co-operate with the Grantor to allow it to comply with its obligations under this Agreement.

15. POSTPONEMENT, CANCELLATION OR RELOCATION OF ATHLETICS EVENTS

15.1 UKA shall be entitled to postpone an Athletics Event if:

- (a) a Force Majeure Event occurs which is permanent or subsisting and which has not been remedied and is reasonably likely to remain in existence on the Athletics Event Date and make it impossible for UKA to stage the Athletics Event at the Stadium on the scheduled Athletics Event Date so long as the Stadium is available to stage the rescheduled Athletics Event in a fit and proper condition; or
- (b) extraordinary circumstances exist of material national or international importance which are beyond the control of UKA and the Grantor including, without limitation, the occurrence of a terrorist attack or events of civil disorder which make it inappropriate in the reasonable opinion of UKA for an Athletics Event to be staged at the Stadium on its Athletics Event Date,

provided that if UKA postpones an Athletics Event, it shall not stage that Athletics Event at any alternative venue and it shall stage the postponed Athletics Event at the Stadium in accordance with Clause 4.2 (Athletics Event Calendar).

15.2 In the event that a Major Sporting Event (other than the London Grand Prix) is to be staged at the Stadium and the Grantor must complete any maintenance work, improvements or alterations to the Stadium in any Event Year or in accordance with the requirements of any governing body of any Concessionaire, the Grantor (acting reasonably) shall be entitled to postpone or relocate any Athletics Event if:

- (a) the Grantor provides six months' prior notice to UKA;
- (b) the postponement or relocation does not cause UKA to breach any contractual commitments with any Governing Body, International Federation or UKA Prime Sponsor(s); and
- (c) the Grantor offers to stage the Athletics Event on an alternative date or at any alternative venue.

15.3 The Parties agree that where an Athletics Event is postponed or relocated:

- (a) by UKA in accordance with Clause 15.1(a) (Postponement, Cancellation or Relocation of Athletics Events) or 15.1(b) (Postponement, Cancellation or Relocation of Athletics Events), UKA agrees that the Athletics Event shall be rescheduled on a date during the Athletics Window in that Event Year and, in the event that there are no available dates during the Athletics Window in that Event Year, the Athletics Event shall be rescheduled on a date during the Athletics Window in the subsequent Event Year in accordance with Clause 4, which shall not be included in the calculation of the UKA Stadium Dates in accordance with Clause 5.1 (UKA Events);
- (b) in accordance with Clause 15.1(a) (Postponement, Cancellation or Relocation of Athletics Events), each Party shall bear its own expenses incurred in anticipation of staging the Athletics Event or otherwise arising from the postponement including, without limitation, the cost of refunding any Ticket price to any Ticket holder;
- (c) by UKA in accordance with Clause 15.1(b) (Postponement, Cancellation or Relocation of Athletics Events), then UKA shall reimburse the Grantor for any expenses reasonably and directly incurred by the Grantor in aggregate in anticipation of the staging of the Athletics Event or otherwise arising from the postponement including, without limitation, the administrative cost of refunding any Ticket price to any Ticket holder, subject to the Grantor mitigating any expenses incurred; and

(d) the Grantor in accordance with Clause 15.2 (Postponement, Cancellation or Relocation of Athletics Events), then the Grantor shall reimburse UKA for any expenses reasonably, and directly, incurred by UKA in aggregate (indexed) in anticipation of the staging of the Athletics Event or otherwise arising from the postponement or relocation including, without limitation, the administrative cost of refunding any Ticket price to any Ticket holder,

within ten Business Days of the relevant Party providing to the other written notice of any such actual expenses incurred accompanied by the relevant supporting documentation.

15.4 Any dispute as to the amount of expenses to be paid under Clause 15.3 (Postponement, Cancellation or Relocation of Athletics Events) shall be determined by an expert in accordance with Clause 43 (Expert Determination).

15.5



15.6 UKA shall not cancel an Athletics Event unless circumstances exist which are beyond the reasonable control of UKA and which make it impossible to stage the Athletics Event at all.

15.7 From time to time, the terms and conditions of sale of Tickets for each Athletics Event shall be set out in the Ticketing Terms and Conditions.

15.8 The Ticketing Terms and Conditions include a prohibition on any General Admission Ticket being sold or resold as part of a hospitality package or otherwise.

15.9 The Grantor reserves the right to require UKA to modify the Ticketing Terms and Conditions as may be notified to UKA by the Grantor in the event that the Local Authority, any relevant health and safety authority, any relevant licensing authority and/or any legislation or other regulation legally requires any such modification to be made to the Ticketing Terms and Conditions.

15.10 UKA shall not alter the Ticketing Terms and Conditions relating to any financial or liability provisions including, without limitation, its position on refunding the whole or part of a Ticket price (whether in relation to postponements, abandonments, cancellations or otherwise) without the Grantor's prior approval, not to be unreasonably withheld or delayed.

15.11 Without prejudice to any of the Grantor's other rights and remedies if any Athletics Event is cancelled by UKA (otherwise than by reason of breach by the Grantor of its obligations under this Agreement) UKA will reimburse the Grantor in respect of any expenses reasonably and directly incurred by the Grantor in anticipation of the staging of the Athletics Event.

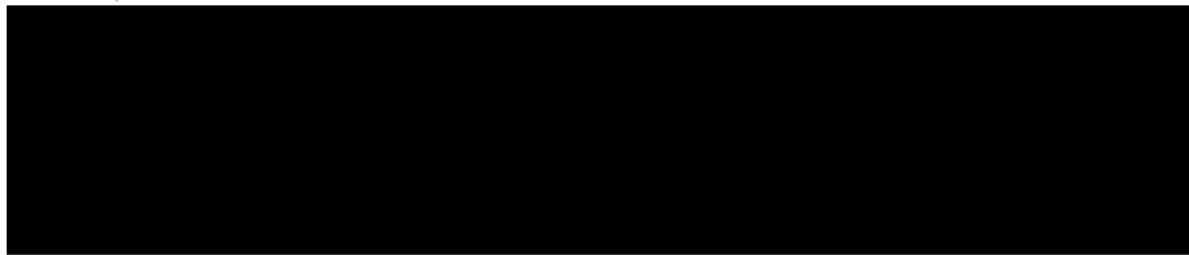
15.12 Without prejudice to any of UKA's other rights and remedies, if any Athletics Event is abandoned or postponed or cancelled by UKA by reason of a breach by the Grantor of its obligations under this Agreement, the Grantor will reimburse UKA in respect of any expense reasonably and directly incurred by UKA in anticipation of the staging of the Athletics Event.

16. REFRESHMENTS, CATERING AND ANCILLARY SERVICES

16.1



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16.3



16.4



16.5



16.6



(a)



(b)



(c)



16.7



16.8



[REDACTED]

16.9

16.10

16.11

17. ADMISSION CHARGES

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17.2

17.3 UKA shall procure that the Tickets for any Athletics Event are sold subject to the Ticketing Terms and Conditions.

18. MAINTENANCE FEE, [REDACTED]

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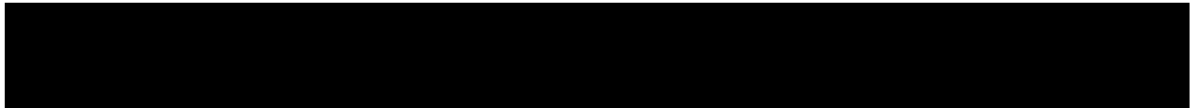
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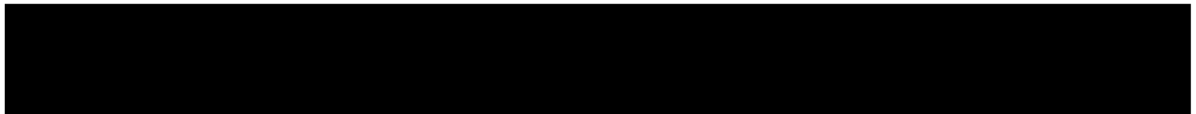
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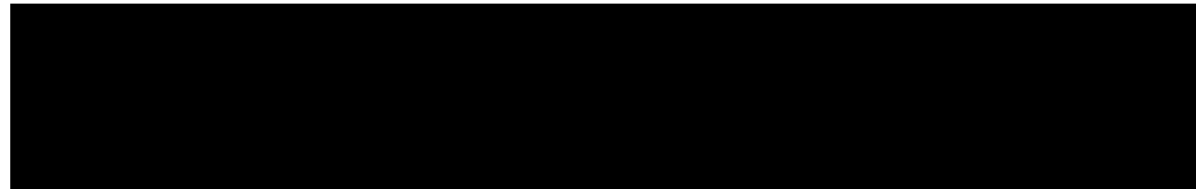
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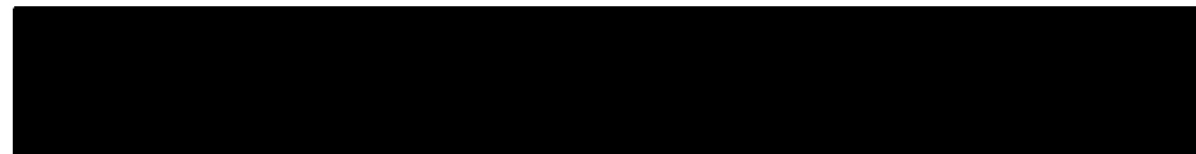
19. INDEXATION

19.1 All monetary amounts referred to in this Agreement shall be indexed by reference to RPI.

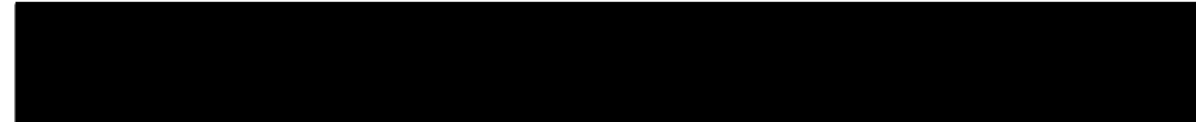
19.2 The indexation adjustment shall take place by adding the sum obtained by multiplying such amount by the percentage increase, represented as a decimal figure, between the figure shown in the row containing the April 2012 figure for RPI (being 241.9) and the figure shown in the row containing the April figure for RPI for the year in which the increase by indexation of the relevant amount occurs or (if not available) the April figure for RPI in the immediately preceding year.

20. ACCOUNTING

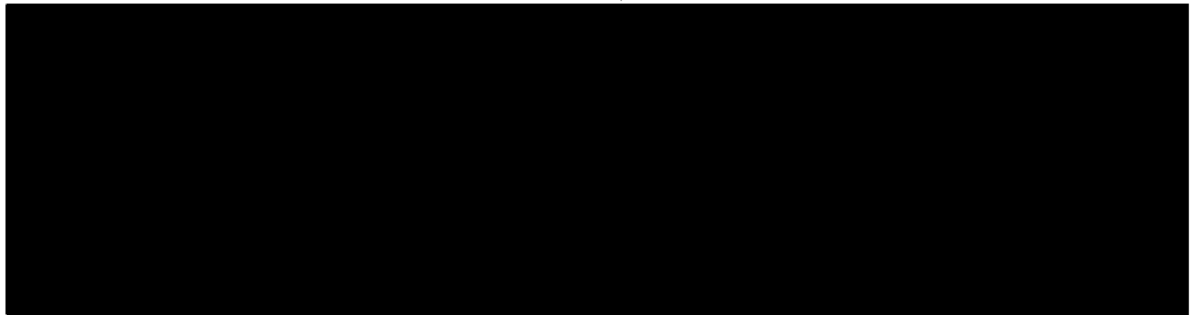
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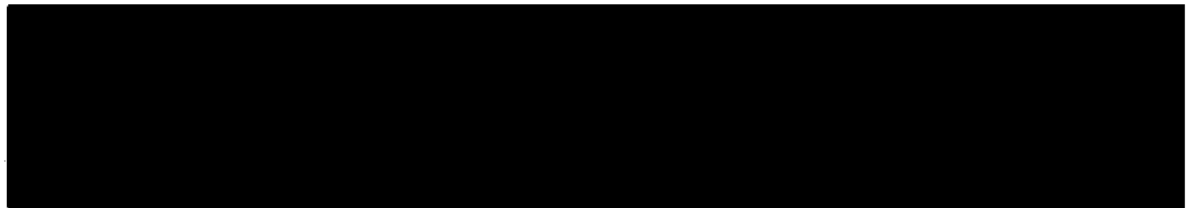
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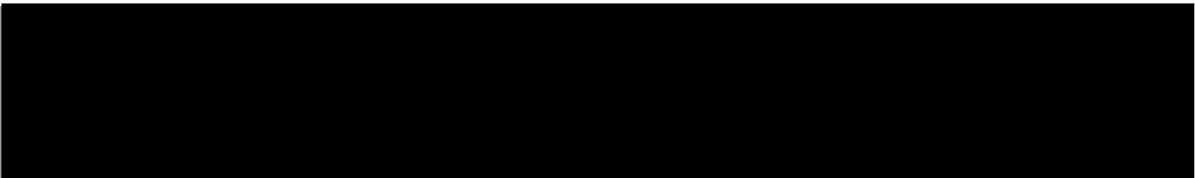
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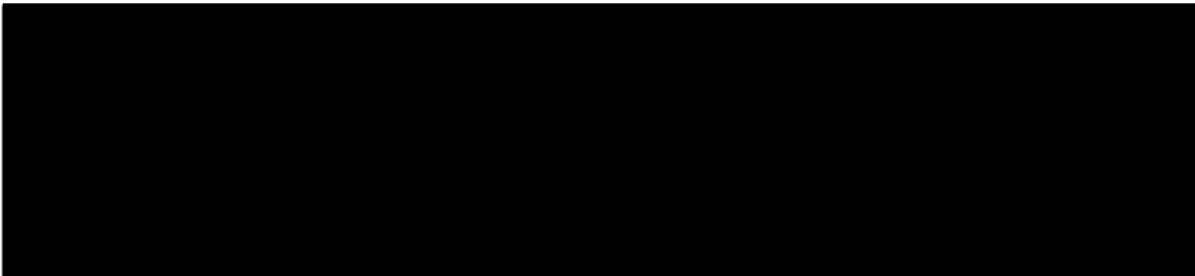
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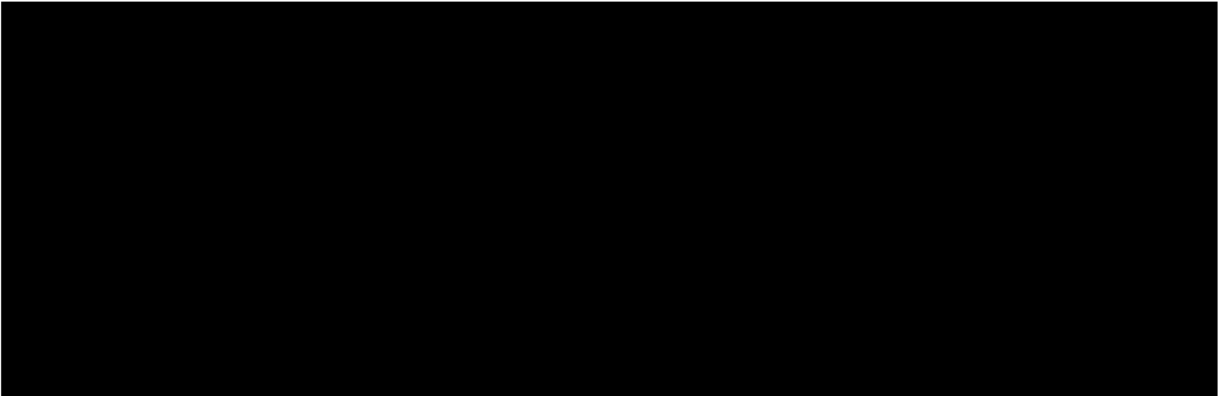
21. ATHLETICS EVENT TICKETS

- 21.1 UKA shall bear the cost of Athletics Event Ticket production in respect of each Athletics Event.
- 21.2 All Tickets for each Athletics Event shall be designed by UKA in accordance with the Ticketing Policy and Requirements after consultation with the Grantor. Each Ticket shall feature the Stadium Logo or the Stadium Name.
- 21.3 UKA agrees that it shall bear the cost of selling and distributing all Tickets (other than Grantor's VIP/Sponsor Tickets, the Grantor's General Admission Tickets and any Tickets purchased by the Grantor's Commercial Partners or the Grantor in accordance with Clause 21.6 (Athletics Event Tickets)).
- 21.4 UKA will provide the Grantor with all of the Grantor's VIP/Sponsor Tickets, the Grantor's General Admission Tickets, any Tickets requested by the Grantor under the Grantor's Media Ticket Option and any Tickets purchased by the Grantor's Commercial Partners or the Grantor in accordance with Clause 21.6 (Athletics Event Tickets) for an Athletics Event 15 Business Days before an Athletics Event.
- 21.5 The Parties will not and will procure that any person to whom it distributes any VIP/Sponsor Ticket or Media Ticket will not sell or otherwise transfer any of the Media Tickets or VIP/Sponsor Tickets.
- 21.6 Notwithstanding this Clause 21 (Athletics Event Tickets), the Grantor Commercial Partners (including the Stadium Naming Rights Prime Sponsor) may purchase at face value such number of General Admission Tickets as agreed with UKA in advance of the General Admission Tickets going on sale to the public for each Event for face value resale by the Grantor Commercial Partners (including the Stadium Naming Rights Prime Sponsor).
- 21.7 The sale of Tickets for each Event shall be substantially in the form set out in the Ticketing Terms and Conditions.
- 21.8 UKA may from time to time change the Ticketing Terms and Conditions if it has given prior notification to the Grantor of any changes to the Ticketing Terms and Conditions, subject to the changes being in compliance with the requirements of any Consents, Regulatory Body requirements or Applicable Laws.
- 21.9 UKA and the Grantor agree that the Tickets shall be sold or provided in accordance with the Governing Body Requirements, Guide to Safety at Sports Grounds, Regulatory Body requirements and Applicable Laws. Tickets are not for resale.
- 21.10 UKA agrees to produce each Ticket and that each Ticket must be compatible with the updated turnstile hardware, which should not be updated by the Grantor more than once in each ten year period following the Commencement Date. The Grantor shall notify UKA not less than six months before any such update to the turnstile hardware and shall consult with UKA for a reasonable period in advance of any such update.

21.11 UKA shall pay for the cost of ensuring its Tickets are compatible with the updated turnstile hardware and the Grantor shall pay for the cost of the installation of the updated turnstile hardware.

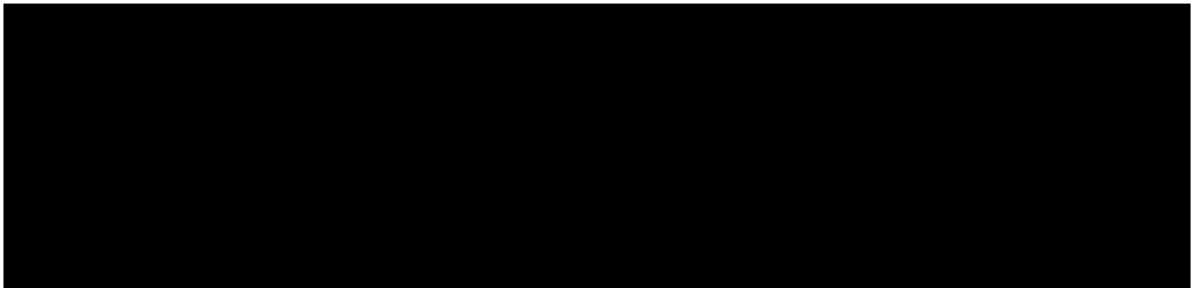
21.12 UKA and the Grantor shall use their best endeavours (and the Grantor shall procure that any Operator uses its best endeavours) to agree a binding Ticket Protocol in relation to the Tickets for the Stadium.

22. STAFF



23. MARKETING

23.1



23.2



(a) UKA, UKA Parties and UKA's Commercial Partners must not refer to the Stadium or the venue for the Athletics Events by any name other than the Stadium Name and/or use any logo in relation to the Stadium other than the Stadium Logo (including, without limitation, in any audio or visual promotional material, Athletics Event Programmes, Tickets, marketing documentation, official fixtures/schedules and stationery in relation to the Stadium); and

(b) UKA must use the Stadium Logo and/or the Stadium Name at all times on all publications (including, without limitation, in any audio or visual promotional material, Athletics Event Programmes, Tickets, marketing documentation, official fixtures/schedules and stationery in relation to the Stadium) published in relation to the Stadium and the Athletics Events (where reference is made to the Stadium) and the Stadium Name and/or Stadium Logo shall be of a reasonable size and prominence.

23.3 UKA must (and UKA must use reasonable endeavours to procure that the UKA Parties must) comply at all times with Schedule 7 (Park Branding Restrictions).

23.4 UKA shall (and UKA must use reasonable endeavours to procure that the UKA Parties shall) be responsible for and retain the revenues from the sale of the Athletics Event Programmes at all times.

Subject to reasonable health and safety concerns, the Grantor agrees that UKA may provide an unlimited number of Athletics Event Programme vendors on the Island and in the Stadium.

23.5 UKA shall (and UKA must use reasonable endeavours to procure that the UKA Parties shall) ensure that no advertisement or any other material will be placed in any Athletics Event Programme or any other publication or marketing documentation referring to the Stadium that falls into any of the Excluded Categories. The Grantor shall ensure that no advertisement or any other material to be included on the Grantor's Advert Page falls within any of the Excluded Categories.

23.6 Subject to Clause 23.5 (Marketing) and the Grantor's Advert Page, UKA or its authorised representatives shall have the sole right to sell any advertising space in the Athletics Event Programmes and retain all revenue from those sales.

23.7 In relation to Athletics Events where tickets have been sold to spectators, UKA shall provide any relevant Athletics Event Programmes at cost for each Grantor VIP/Sponsor Ticket and shall provide at cost an Athletics Event Programme for each Ticket purchased by the Grantor's Commercial Partners or the Grantor in accordance with Clause 21.6 (Athletics Event Tickets), subject to a maximum of 500 Athletics Event Programmes.

23.8 The Grantor shall use reasonable endeavours to ensure that no unauthorised or unofficial products relating to UKA or either of the Participating Entities in any Athletics Event is sold or offered for sale in or on the Stadium or the Island. If notified by the UKA or any UKA Party of such activity, the Grantor shall use best endeavours to stop such selling or offering for sale of which it has been notified.

23.9

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

23.10

[REDACTED]

24. AGENTS AND FUTURE OPERATORS

24.1 The Parties acknowledge that the Grantor and UKA shall be entitled to appoint agents for the effective exploitation of any of their respective rights and/or the performance of their obligations and the Parties shall procure that their respective agents liaise where appropriate in order to avoid or reduce duplication of effort.

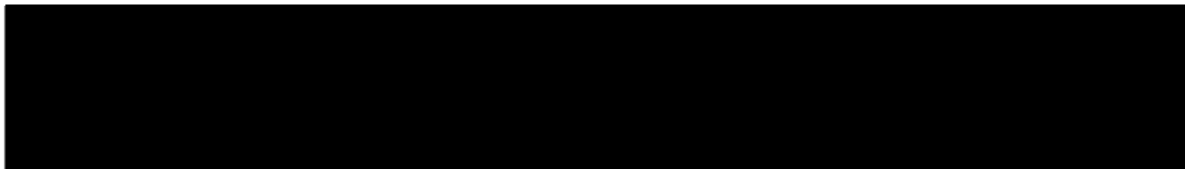
24.2 UKA acknowledges that the Grantor may after the date of this Agreement contract with one or more agents or sub-contractors as Grantor Parties to act as an operator in relation to part or all of the Stadium and the Facilities and Services.

24.3 UKA confirms that it shall procure that it, UKA Parties and its respective agents will liaise directly with any such agents, sub-contractors and Grantor Parties and will, at the request of the Grantor,

enter into such agreements as the Grantor reasonably requires to create a direct contractual relationship with any future operator in relation to any operational obligations, on the same terms as this Agreement.

- 24.4 Each Party shall be liable for all acts, or omissions, of any agent (acting within the scope of the actual authority of that agent) as if such acts or omissions had been committed or omitted by that Party itself.

25. **POLICE**



26. **EXCLUSIVE CONTRACTORS AND PERSONNEL**

Where the Grantor engages an exclusive contractor for particular goods or services within the Stadium and UKA is obliged to use such contractor, the Grantor will use its best endeavours to secure for UKA a competitive fair market rate in respect of the cost of the goods or services supplied. A competitive fair market rate will be determined by the results of a public procurement process.

27. **FORCE MAJEURE**

- 27.1 If UKA or the Grantor (the **Affected Party**) is totally or partially prevented from performing any of its obligations under this Agreement as a result of a Force Majeure Event, it shall promptly notify the other (the **Non-Affected Party**) and provide the Non-Affected Party with its best estimate of the likely extent and duration of its inability to perform its obligations under this Agreement as a result of the Force Majeure Event.

- 27.2 In relation to any Force Majeure Event the Affected Party shall be excused from performance and shall not be construed to be in default or breach in respect of any obligation under this Agreement:

- (a) if the Affected Party gives the notice referred to in Clause 27.1 (Force Majeure) no later than ten days after the date on which the Affected Party first had knowledge of the effect of the Force Majeure Event, from the date of occurrence of the Force Majeure Event; and
- (b) if the Affected Party gives the notice referred to in Clause 27.1 (Force Majeure) later than ten days after the date on which the Affected Party first had knowledge of the effect of the Force Majeure Event, from the date of such notice,

for so long as failure to perform such obligation shall be due to such Force Majeure Event.

- 27.3 For so long as an Affected Party is relying on the provisions of this Clause 27 (Force Majeure) to excuse it from performing its obligations, that Affected Party shall take all reasonable steps to mitigate the effects of the relevant Force Majeure Event.

- 27.4 The Term of this Agreement will be extended for a period equal to the period in which the Affected Party was unable to perform its obligations under this Agreement as a result of a Force Majeure Event up to a maximum of one month following any Force Majeure Event in the final Event Year of the Term.

27.5 For any Force Majeure Event that is in existence on, or may affect, an Athletics Event Day the provisions of Clause 15 (Postponement, Cancellation or Relocation of Athletics Events) shall also apply.

28. **TERMINATION**

28.1

[REDACTED]

28.2

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

28.3

[REDACTED]

28.4

[REDACTED]

28.5

[REDACTED]

28.6

[REDACTED]

29. EFFECT OF TERMINATION

[REDACTED]

29.1

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

29.2

[REDACTED]

30. VALUE ADDED TAX

30.1 All amounts due and payable to either Party under this Agreement are exclusive of any applicable VAT.

30.2 If any amount payable under this Agreement constitutes the consideration for any supply for VAT purposes and VAT is chargeable in respect of that supply, the Party making the payment must, where the recipient of the payment is the person required to account for such VAT to the relevant tax authority (in addition to and at the same time as paying any other consideration for such supply) pay to the recipient an amount equal to the amount of the VAT and the recipient must promptly provide an appropriate VAT invoice.

30.3 Where under this Agreement any Party is required to reimburse or indemnify another Party for any cost or expense, that Party shall reimburse or indemnify (as the case may be) such other Party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such other Party reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

30.4 Any reference in this Clause 30 (Value Added Tax) to any Party shall, at any time when such Party is treated as a member of a group for VAT purposes, include (where appropriate and unless the context otherwise requires) a reference to the representative member of such group at such time (or the equivalent of the representative member in the relevant jurisdiction).

30.5 In relation to any supply made by a Party to any other Party under this Agreement, if reasonably requested by the Party making the supply, the recipient of the supply must promptly provide the supplier with details of the recipient's VAT registration and such other information as is reasonably requested in connection with the supplier's VAT reporting requirements in relation to such supply.

31. GROSS-UP

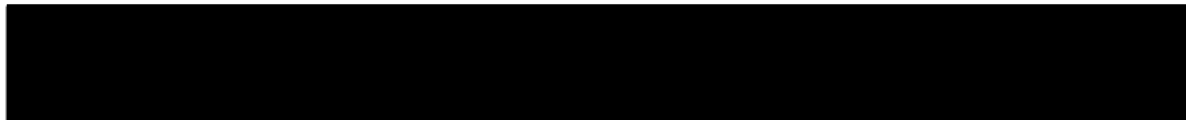
31.1 All payments by UKA to the Grantor under this Agreement shall be made without any withholding or deduction for or on account of any tax (whether of the United Kingdom or elsewhere) (a **Tax Deduction**), except as may be required by applicable law. If any Tax Deduction is so required, UKA shall:

- (a) make the minimum Tax Deduction allowed by law and account to the relevant tax authority within the prescribed time limit;
- (b) promptly provide evidence reasonably satisfactory to the Grantor that the Tax Deduction has been made and accounted for to the relevant tax authority; and
- (c) pay such additional amounts to the Grantor as will ensure that, after the Tax Deduction has been made, the Grantor receives and retains the amount which it would have been entitled to receive and retain had no Tax Deduction been required.

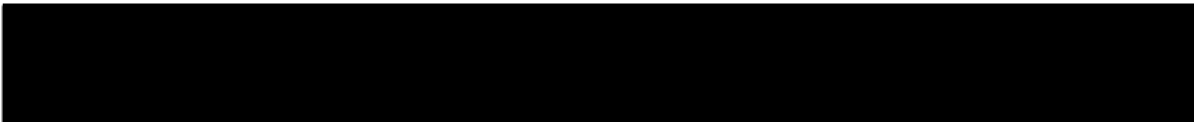
31.2 In the event that any payment made under this Agreement is subject to tax in the hands of the Grantor (other than tax on the Grantor's net income, profits or gains) UKA shall be under the same obligation to pay additional amounts as it would have been had such tax been a Tax Deduction required by law.

32. SET-OFF

32.1



32.2



33. ENTIRE AGREEMENT

33.1 This Agreement sets out the entire agreement and understanding between the Parties and supersedes any previous agreement that shall cease to have any further force or effect.

33.2 It is acknowledged and agreed that:

- (a) no Party has entered into this Agreement in reliance upon any representation, warranty, undertaking, collateral contract or other assurance of any other Party that is not expressly set out or referred to in this Agreement;
- (b) no Party shall have any remedy in respect of misrepresentation or untrue statement made by any other Party unless and to the extent that a claim lies for breach of warranty under this Agreement; and
- (c) this Clause 33 (Entire Agreement) shall not exclude any liability for fraudulent misrepresentation.

34. FURTHER ASSURANCE

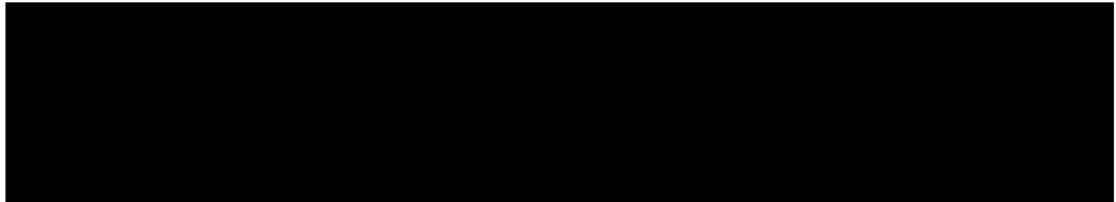
UKA agrees to, at its own expense, do, execute and perform all such further deeds, documents, assurances, acts and things as may be reasonably required by the Grantor to carry the provisions of this Agreement into full force and effect.

35. CONFIDENTIALITY AND ANNOUNCEMENTS

35.1 Confidential Information

(a) The Parties agree that the provisions of this Agreement shall, subject to paragraph (b) below, not be treated as Confidential Information and may be disclosed without restriction.

(b)

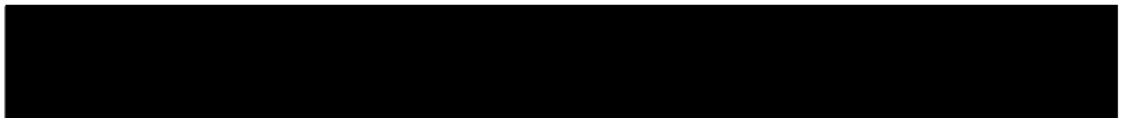


(c) The Parties shall keep confidential all Confidential Information received by one Party from the other Party relating to this Agreement and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any such Confidential Information.

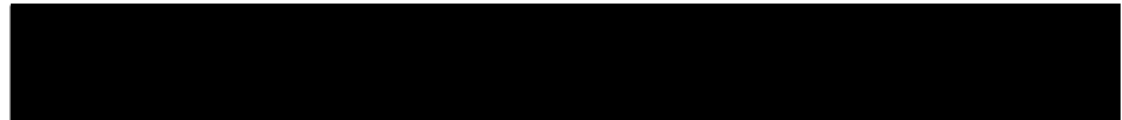
35.2 Permitted disclosure



(a)



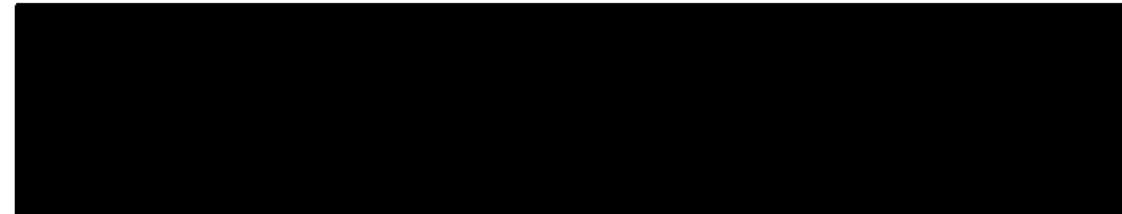
(b)



(c)



(d)



(e)



(f)



[Redacted]

(g)

[Redacted]

(h)

[Redacted]

(i)

[Redacted]

35.3

[Redacted]

35.4

[Redacted]

35.5

[Redacted]

35.6

[Redacted]

35.7

[Redacted]

36. FREEDOM OF INFORMATION

36.1 UKA acknowledges that the Grantor is subject to the requirements of the FOIA and the Environmental Information Regulations and shall facilitate the Grantor's compliance with its Information disclosure requirements in the manner provided for in Clauses 36.2 (Freedom of Information) to 36.8 (Freedom of Information).

- 36.2 Where the Grantor receives a Request for Information in relation to Information that UKA is holding on its behalf and which the Grantor does not hold itself, the Grantor shall refer to UKA such Request for Information that it receives as soon as practicable and in any event within five Business Days of receiving a Request for Information and UKA shall:
- (a) provide the Grantor with a copy of all such Information in the form that the Grantor requires as soon as practicable and in any event within ten Business Days (or such other period as the Grantor acting reasonably may specify) of the Grantor's request; and
 - (b) provide all necessary assistance as reasonably requested by the Grantor in connection with any such Information, to enable the Grantor to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 36.3 Following notification under Clause 36.2 (Freedom of Information), and up until such time as UKA has provided the Grantor with all the Information specified in Clause 36.2(a) (Freedom of Information), UKA may make representations to the Grantor as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the Information requested, provided always that the Grantor shall be responsible for determining at its absolute discretion:
- (a) whether Information is exempt from disclosure under the FOIA and the Environmental Information Regulations; and
 - (b) whether Information is to be disclosed in response to a Request for Information,
- and in no event shall UKA respond directly, or allow UKA Parties to respond directly, to a Request for Information unless expressly authorised to do so by the Grantor.
- 36.4 Subject to appropriate procedural measures being taken with respect to any confidentiality obligation, UKA shall ensure that all Information held on behalf of the Grantor is retained for disclosure in accordance with the best practice relating to records retention and shall permit the Grantor to inspect such Information as requested from time to time.
- 36.5 UKA shall transfer to the Grantor any Request for Information received by UKA as soon as practicable and in any event within three Business Days of receiving it subject to appropriate procedural measures being taken with respect to any confidentiality obligations.
- 36.6 UKA acknowledges that any lists provided by it listing or outlining Confidential Information are of indicative value only and that the Grantor may nevertheless be obliged to disclose Confidential Information in accordance with Clause 36.3 (Freedom of Information).
- 36.7 In the event of a request from the Grantor pursuant to Clause 36.3 (Freedom of Information), UKA shall as soon as practicable, and in any event within five Business Days of receipt of such request, inform the Grantor of UKA's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Grantor under Section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the Grantor's own, such costs in respect of such Request for Information) will exceed the appropriate limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations the Grantor shall inform UKA in writing whether or not it still requires UKA to comply with the request and where it does require UKA to comply with the request the ten Business Day period for compliance shall be extended by such number of additional days for compliance as the Grantor is entitled to under Section 10 of the FOIA. In such case, the Grantor shall notify UKA of such additional days as soon as practicable after becoming aware of

them and shall reimburse UKA for such costs as UKA incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.

36.8 UKA acknowledges that (notwithstanding the provisions of Clause 35 (Confidentiality and Announcements)) the Grantor may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning UKA or the Stadium:

- (a) in certain circumstances without consulting with UKA; or
- (b) following consultation with UKA and having taken its views into account,

provided always that where paragraph (a) above applies the Grantor shall, in accordance with the recommendations of the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, draw this to the attention of UKA prior to any disclosure.

37. SEVERANCE

37.1 If any provision (or any part of any provision) of this Agreement shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the legality, invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such legality, invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

37.2 The invalidity or partial invalidity of any provision of this Agreement shall not prejudice or affect the remainder of this Agreement, which shall continue in full force and effect.

38. CHANGES TO THE PARTIES AND AMENDMENT

38.1 Subject to Clause 38.2 (Changes to the Parties and Amendment), neither the Grantor nor UKA may assign, transfer, novate or dispose of any of, or any interest in, its rights and/or obligations under this Agreement without the prior express consent of the other, such consent not to be unreasonably withheld.

38.2 The rights and remedies of each Party under this Agreement or available in law or in equity may be waived only in writing and specifically. Delay in exercising or non-exercise of any such right or remedy is not a waiver of that right or remedy or any other right or remedy available to the relevant Party.

38.3 No amendment of this Agreement shall be effective unless made in writing and signed by both Parties to this Agreement.

39. EXCLUSION AND LIMITATION OF LIABILITY

39.1 Save as set out in Clause 39.2 (Exclusion and Limitation of Liability), neither Party shall be liable to the other under this Agreement, upon expiration or earlier termination of this Agreement or otherwise, for any Excluded Liability.

39.2 Neither Party excludes or restricts its liability for death or personal injury caused by its or its employees' or its agents' negligence or for any fraud.

39.3 UKA acknowledges and agrees that if UKA commits any breach of this Agreement (other than as a consequence of a Force Majeure Event) then it is reasonably foreseeable on the part of UKA that the Grantor may incur and/or suffer losses, liabilities, damages, expenses, costs and actions against it in respect of any usage fee that the Grantor would have received and in the event that the Grantor incurs or suffers any such losses, liabilities, damages, expenses, costs or actions against it (as the case may be) under this Clause 39.3 (Exclusion and Limitation of Liability), the Grantor shall have the right to claim damages from, and seek to exercise any other legal or equitable rights against, UKA.

39.4 The Grantor acknowledges and agrees that if the Grantor commits any breach of this Agreement (other than as a consequence of a Force Majeure Event) then it is reasonably foreseeable on the part of the Grantor that UKA may incur and/or suffer losses, liabilities, damages, expenses, costs and actions against it in respect of any ticketing revenue that UKA would have received and in the event that UKA incurs or suffers any such losses, liabilities, damages, expenses, costs or actions against it (as the case may be) under this Clause 39.4, UKA shall have the right to claim damages from, and seek to exercise any other legal or equitable rights against, the Grantor.

39.5 The Grantor shall not be prevented from claiming against UKA for any other loss, liability, damage, expense, cost and action incurred and/or suffered that is not an Excluded Liability.

40. INDEMNITIES

40.1

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

40.2

[REDACTED]

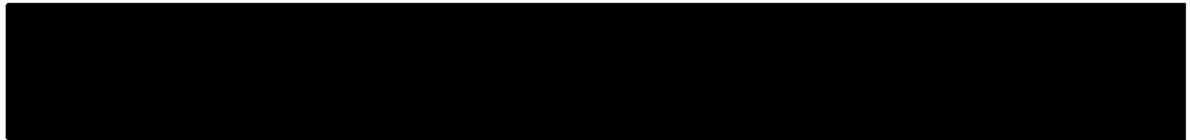
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40.5



40.6



(a)



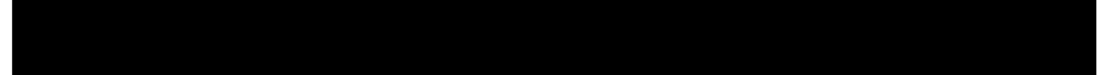
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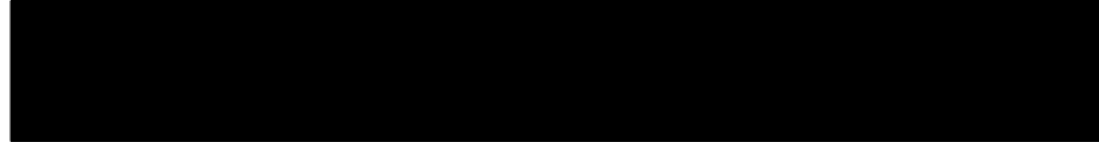
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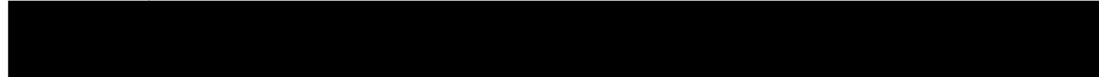
(a)



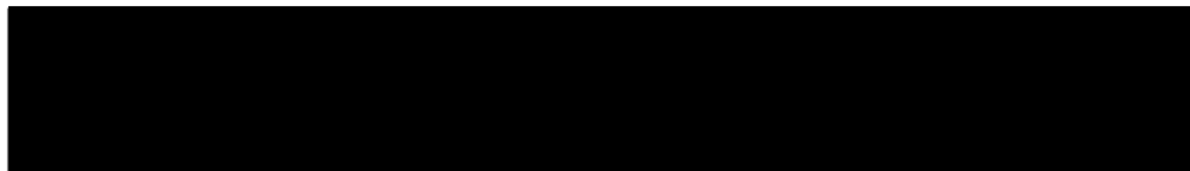
(b)



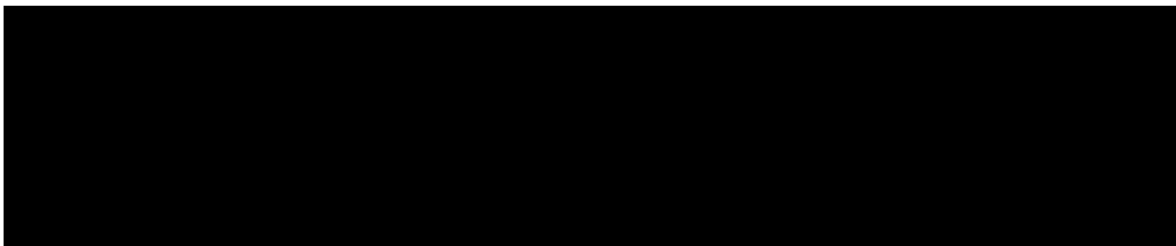
(c)



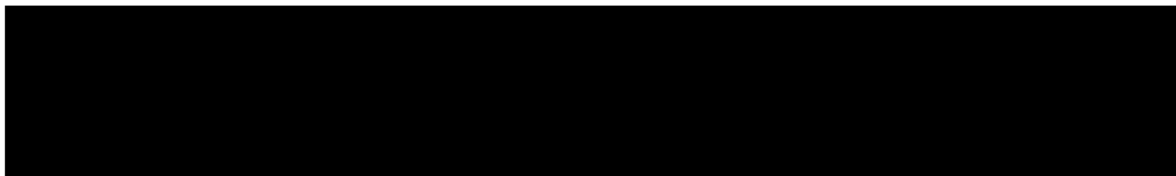
40.8



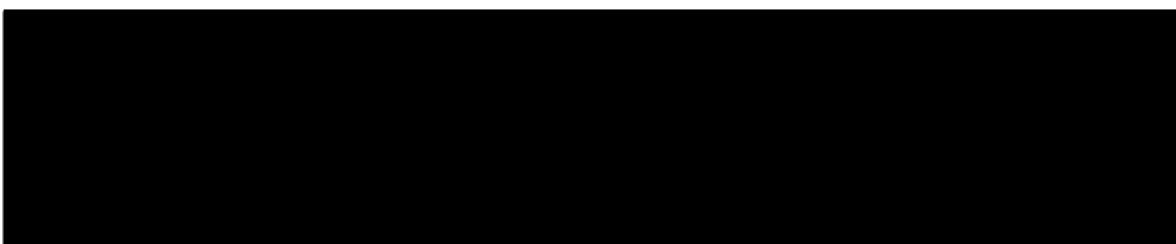
40.9



40.10



40.11



41. INTELLECTUAL PROPERTY

41.1 UKA shall not be entitled to use and agrees not to use the Stadium Name, the Clean Stadium Logo or any other Intellectual Property Rights of the Grantor for any reason unless:

- (a) expressly provided in this Agreement; or
- (b) with the express consent of the Grantor on terms and conditions determined by the Grantor.

41.2 The Grantor shall procure the grant to UKA of a worldwide, non-exclusive, royalty free, sub-licensable licence in respect of all the Intellectual Property Rights in, and to any the Stadium Marks, the Clean Stadium Logo and any other Intellectual Property Rights of the Grantor or any Grantor Party subject to the terms of this Agreement to the extent necessary to give full effect to UKA's rights and obligations under this Agreement and to operate its business in the ordinary course.

41.3 The Grantor shall procure that UKA has the right, without obtaining any further approval, to manufacture, distribute, promote and sell, and to sub-contract third parties to manufacture, distribute, promote and sell on its behalf products bearing or otherwise referencing the Stadium Marks, the Clean Stadium Logo and any other Intellectual Property Rights of the Grantor or any Grantor Party subject to the Applicable Laws.

41.4 If the Grantor reasonably objects to any use by UKA of the Stadium Marks, it shall notify UKA of the reason and any changes which, in the Grantor's reasonable opinion, should be made so that the Grantor would cease to object to such use of the Stadium Marks.

41.5 UKA shall be entitled to add to, remove or amend the UKA's Marks or UKA's trade mark usage guidelines provided from time to time and the Grantor shall ensure that all exercise of its rights under this Agreement shall reflect such changes, provided that:

- (a) UKA gives to the Grantor not less than six months' notice of such change;

- (b) such new UKA's Marks are in accordance with all the terms of this Agreement, including, without limitation, all Applicable Laws;
 - (c) each such new UKA's Marks shall be a principal corporate identifier used by the UKA;
 - (d) the Grantor shall implement such changes at UKA's cost and expense, (including, without limitation, all signage and advertising at the Stadium), provided that the Grantor shall take all reasonable steps to mitigate such costs and expenses; and
 - (e) UKA has the right to have included UKA's Marks and one Commercial Partner's mark on the home page of the Grantor's website, at the Grantor's cost.
- 41.6 If UKA reasonably objects to any use by the Grantor or Grantor Parties of UKA's Marks, it shall notify the Grantor of the reason and any changes which, in UKA's reasonable opinion, should be made so that UKA would cease to object to such use of UKA's Marks.
- 41.7 UKA hereby grants to the Grantor but not to a Grantor Party a non-exclusive royalty-free non-assignable licence without any right to sub-licence in respect of all Intellectual Property Rights in, and to, UKA's Mark subject to the terms of this Agreement to the extent necessary to give full effect to the Grantor's rights and obligations under this Agreement and to operate its business in the ordinary course. If a Grantor Party requires use of UKA's Mark the Grantor may request that the UKA procure a licence enabling such Grantor Party to use UKA's Mark on such terms and conditions as UKA may determine in its absolute discretion.
- 41.8 In the event that any Party engages any third parties to design any aspect of the Stadium Marks or the Clean Stadium Logo, the engaging Party or Parties shall ensure that such third parties irrevocably waive any moral rights in relation to such designs and assign all Intellectual Property Rights in relation to such designs to the Grantor.
- 41.9 The Grantor shall at its own cost be responsible for all trade mark and/or design applications, registrations, filings and extensions (made anywhere in the world) in respect of the Stadium Marks.
- 41.10 The Grantor shall use reasonable endeavours to procure the grant to UKA of a non-exclusive, worldwide, royalty-free, licence to use any Intellectual Property Right of its Commercial Partners in order to give effect to the Stadium Marks or any other commercial rights. UKA shall be relieved of its applicable obligations in respect of the Stadium Marks or other commercial rights under this Agreement to the extent that the Grantor is unable to procure the grant of any such licence (if required) for the Stadium Marks or in respect of any other commercial rights.
- 41.11 The Grantor shall grant or shall procure the grant to UKA of a non-exclusive, worldwide, royalty-free, sub-licensable licence to use any Intellectual Property Right owned by the Grantor or its Commercial Partners which it is necessary for UKA to use to carry out its obligations or exercise its rights under this Agreement, including a licence to use:
- (a) the Clean Stadium Logo and the Stadium Marks on all Tickets for any Event;
 - (b) the Clean Stadium Logo and the Stadium Marks on all Athletics Event Programmes and the Stadium Name and Clean Stadium Logo within Athletics Event Programmes; and
 - (c) Clean Stadium Logo and the Stadium Marks on any other promotional materials for any Event,

for the term of this Agreement.

41.12 Subject to Clause 41.14 (Intellectual Property) below, the Grantor shall not be entitled to use any Intellectual Property Rights of UKA or any Participating Entities including on any merchandise, without the express written consent of UKA or the relevant Participating Entities (as the case may be).

41.13 UKA and the Grantor agree that any material that is created, originated or otherwise developed or designed for the purposes of this Agreement and in which there is vested any Intellectual Property Right:

- (a) by the Grantor or any of the Grantor Parties and its Commercial Partners shall, as between the Grantor and UKA, be the property of the Grantor; and
- (b) by UKA or any UKA Parties shall, as between the Grantor and UKA, be the property of UKA.

41.14 UKA shall:

- (a) grant or shall procure the grant to the Grantor of a non-exclusive, worldwide, royalty-free, sub-licensable licence to use any Intellectual Property Right owned by UKA; and
- (b) use its reasonable endeavours to procure the grant to the Grantor of a non-exclusive, worldwide, royalty-free, sub-licensable licence to use any Intellectual Property Right of its Commercial Partners,

which it is necessary for the Grantor to use to carry out its obligations or exercise its rights under this Agreement. The Grantor shall be relieved of its applicable obligations under this Agreement to the extent that UKA is unable to procure the grant of any such licence from its Commercial Partners.

42. GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

43. EXPERT DETERMINATION

43.1 Any dispute between the Grantor and UKA which, pursuant to an express provision in this Agreement, must be determined by an expert in accordance with this Clause 43 (Expert Determination) (a **Matter for Expert Determination**) shall be resolved in accordance with this Clause 43 (Expert Determination). In any other case, the dispute shall be resolved in accordance with Clause 44 (Other Disputes).

43.2 A Matter for Expert Determination shall be referred, at the request of either the Grantor or UKA (a **Request**), for determination by an independent expert. The Grantor and UKA shall agree on the appointment of the expert and shall agree with the expert the terms of his appointment.

43.3 The expert appointed may be an individual, partnership, association or body corporate and shall be generally recognised as an expert with a specialist capacity or area of knowledge in relation to the relevant issues that both Parties agree is relevant to the Matter for Expert Determination.

43.4 If the Grantor and UKA are unable to agree on the identity of the expert within five days of the date of a Request, or if the person appointed is unable or unwilling to act, such expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either of them.

43.5 An expert appointed pursuant to this Clause 43 (Expert Determination) shall act on the following basis:

- (a) on his appointment, the expert shall confirm his neutrality, independence and the absence of conflicts in determining the Matter for Expert Determination;
- (b) the expert shall comply with the terms of this Agreement and act as an expert and not as an arbitrator;
- (c) the expert's determination shall (in the absence of manifest error) be final and binding on the Grantor and UKA and not subject to appeal;
- (d) the expert shall decide the procedure to be followed in the determination and shall be requested to make his determination in writing within 30 days after his appointment or as soon as practicable thereafter;
- (e) the expert shall determine how and by whom the costs of the determination, including the fees and expenses of the expert, are to be paid; and
- (f) pending the expert's decision as to the costs of the determination, the costs shall be borne equally by the Parties.

44. OTHER DISPUTES

44.1 If there is:

- (a) a change to any of the Governing Body Requirements of a Concessionaire that results in that Concessionaire being required to host an event during the Championship Window or on the same day as an Athletics Event is to be staged at the Stadium; or
- (b) a change to the Governing Body Requirements that results in UKA being required to hold an Athletics Event on a day which conflicts with other events to be staged at the Stadium,

then the Parties must use their best endeavours to procure that the conflicting requirements are resolved as soon as reasonably practicable.

44.2 Subject to Clause 43 (Expert Determination), the English courts have exclusive jurisdiction to settle any dispute arising out of, relating to or having any connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (for the purpose of this Clause 44 (Other Disputes), a **Dispute**) and each Party submits to the exclusive jurisdiction of the English courts.

44.3 For the purposes of this Clause 44 (Other Disputes), each Party waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

44.4 The Parties acknowledge and agree that remedies at law (including damages) may be inadequate to protect against a breach of this Agreement and the Parties shall not oppose the granting of injunctive relief, specific performance or other equitable relief in favour of the other Party without proof of actual damages.

45. LEGAL RELATIONSHIP

Nothing in this Agreement shall create or be deemed to create a partnership or a relationship of principal and agent between the Parties and no Party shall have the power to obligate or bind any other Party in any manner save as expressly provided in this Agreement.

46. NOTICES

46.1 Any notice, confirmation, approval or request to be given under this Agreement must be in writing and, unless otherwise stated, may be given:

- (a) in person, by post or fax; or
- (b) to the extent agreed by the Parties making and receiving the communication, by email or any other electronic communication.

46.2 For the purposes of this Agreement, an electronic communication will be treated as being in writing.

46.3 Notices shall be deemed to operate as follows:

- (a) if delivered in person, at the time of delivery;
- (b) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope;
- (c) if by fax, when received in legible form; and
- (d) if by email or any other electronic communication, when received in legible form.

47. THIRD PARTY RIGHTS

47.1 A person who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 1999, save for the benefit of any provisions of this Agreement expressed in favour of LLDC and/or the Grantor Parties.

47.2 Notwithstanding any term of this Agreement the consent of any person who is not a party is not required to rescind or vary any contract at any time.

48. SURVIVAL

Clause 30 (Value Added Tax) to Clause 37 (Severance), Clause 39 (Exclusion and Limitation of Liability) to Clause 40 (Indemnities) and Clause 42 (Governing Law) to Clause 49 (Counterparts) inclusive shall survive and continue after the termination of this Agreement.

49. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

IN WITNESS of which the duly authorised representatives of the Parties have executed this Agreement on the date specified.

SCHEDULE 1

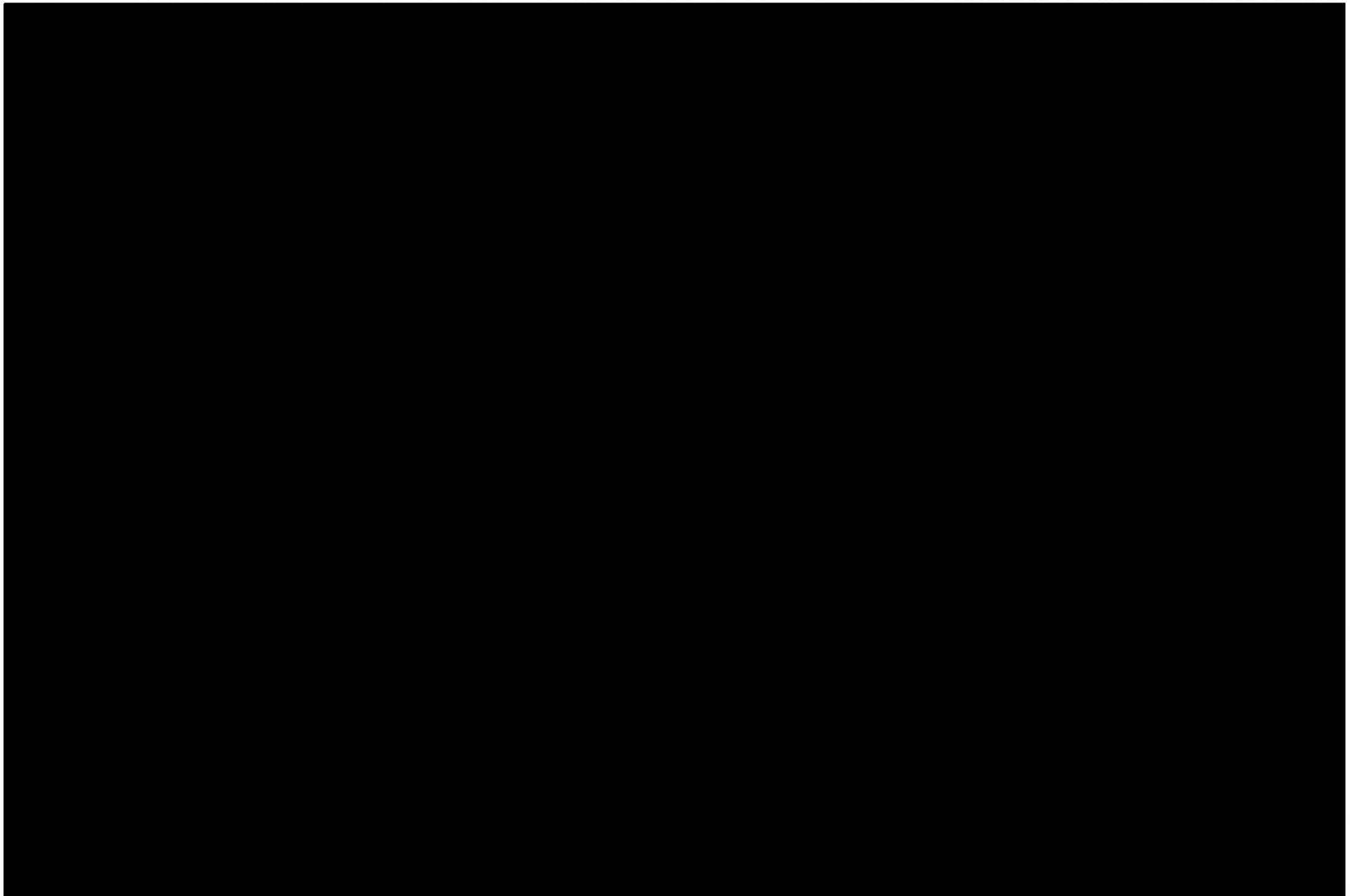
STADIUM PLANS, ISLAND PLAN, SEATING PLAN AND PARK PLAN

The diagrams in this Schedule 1 are an approximation of the plan of the Stadium and may be altered or amended from time to time by the Grantor save that such alteration or amendment shall not materially prejudice the benefits granted to UKA under this Agreement.

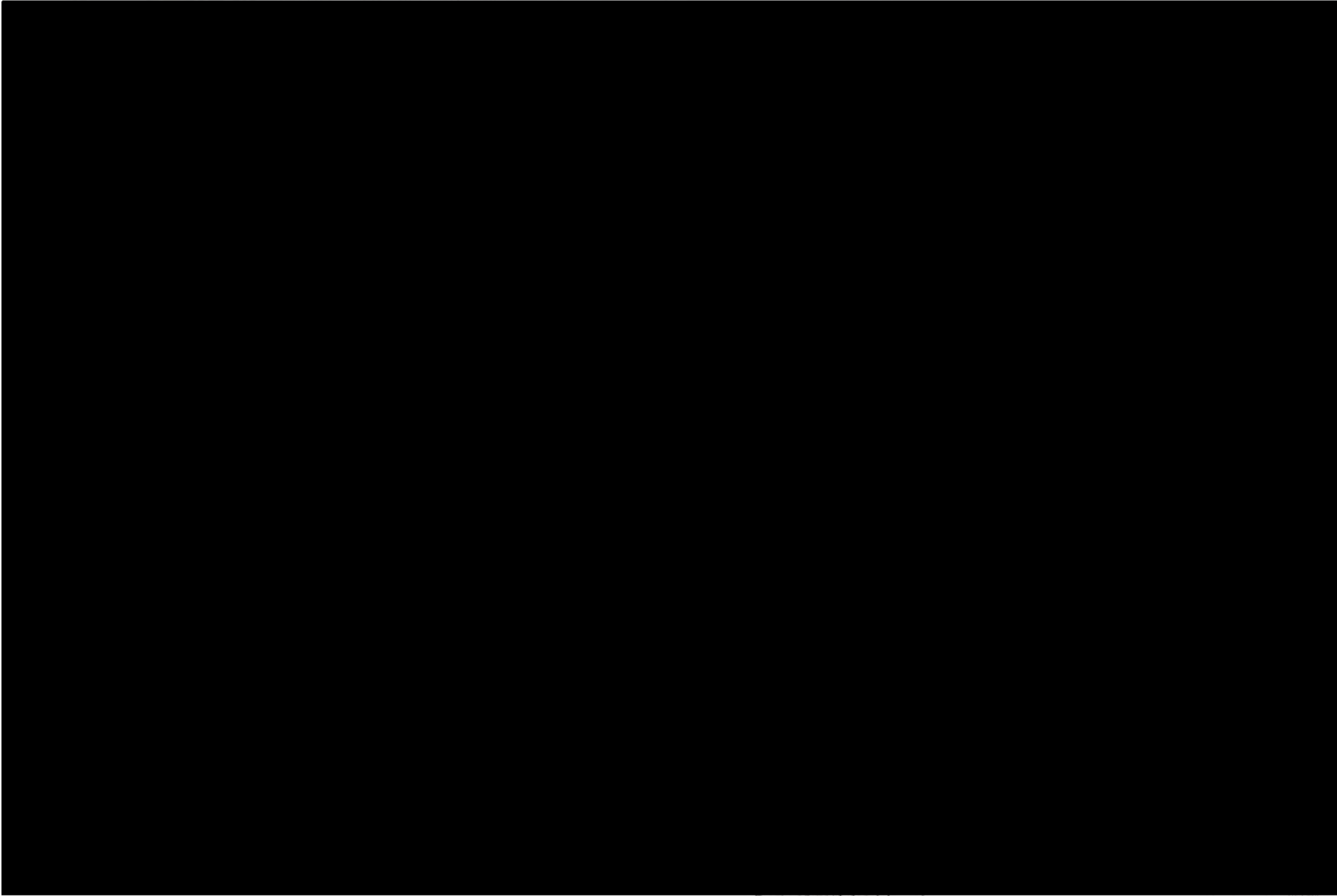
PART 1

STADIUM PLAN

Section 1 – Lower Ground Plan

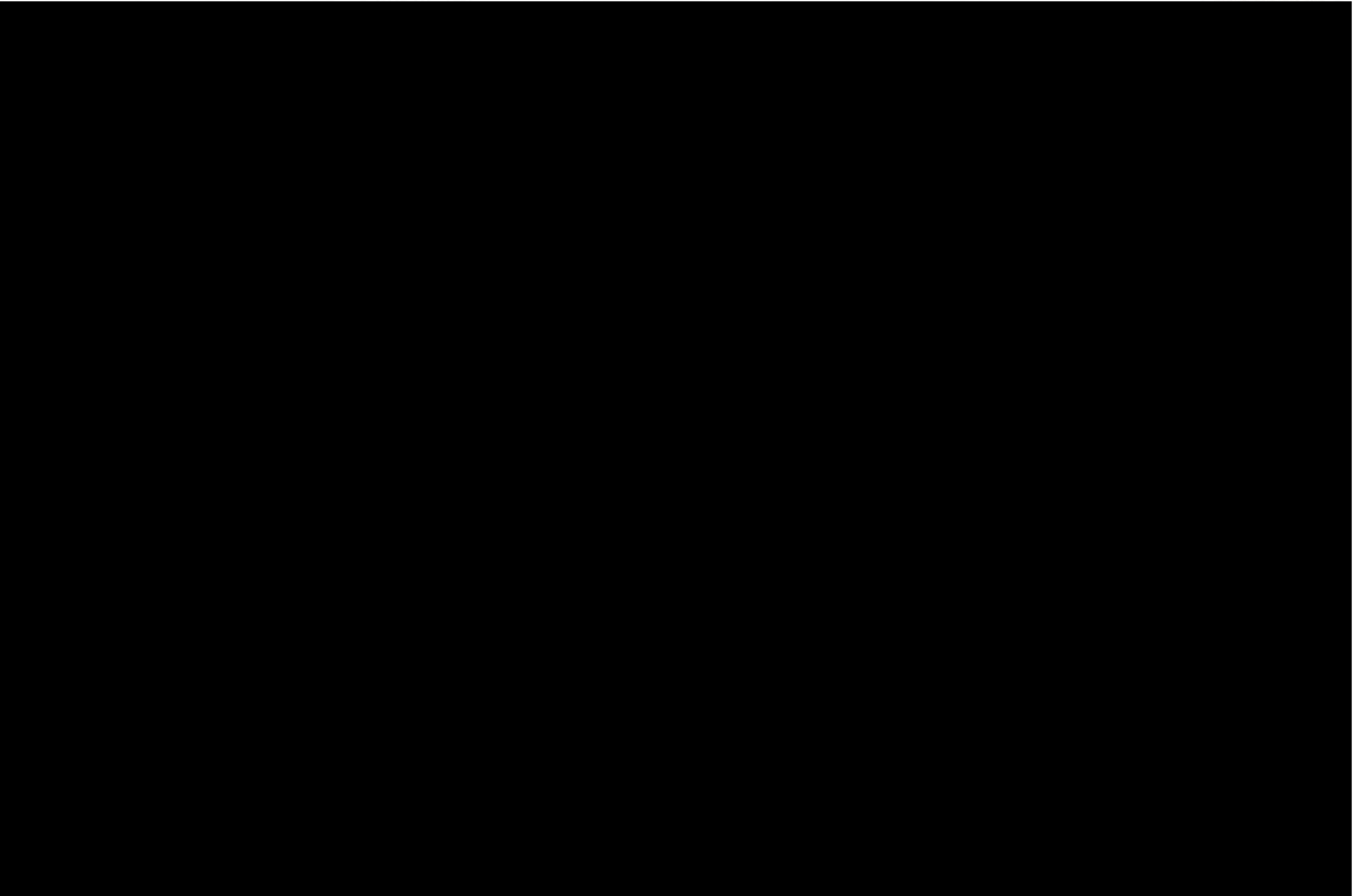


Section 2 – Level 00 Plan

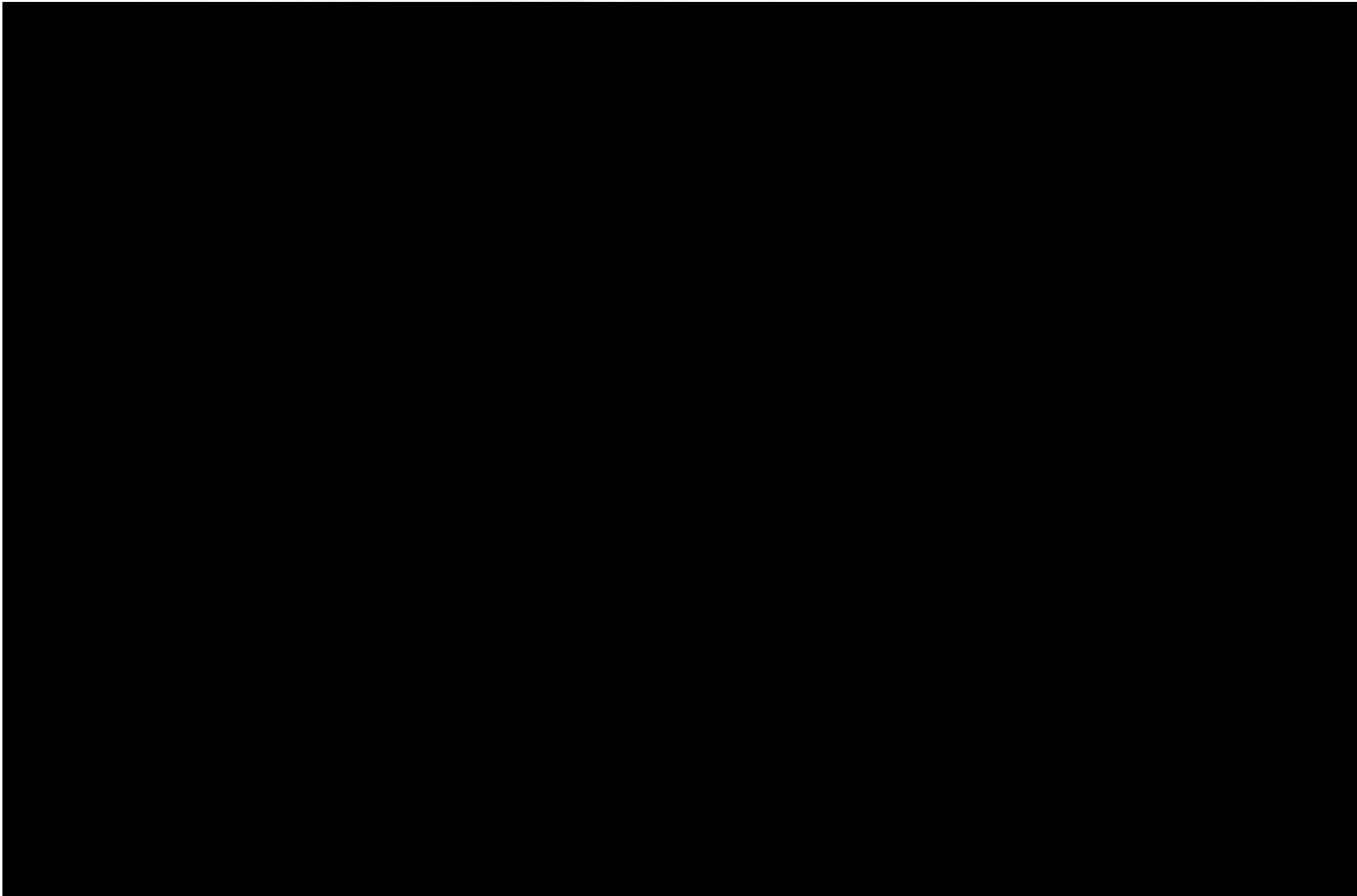


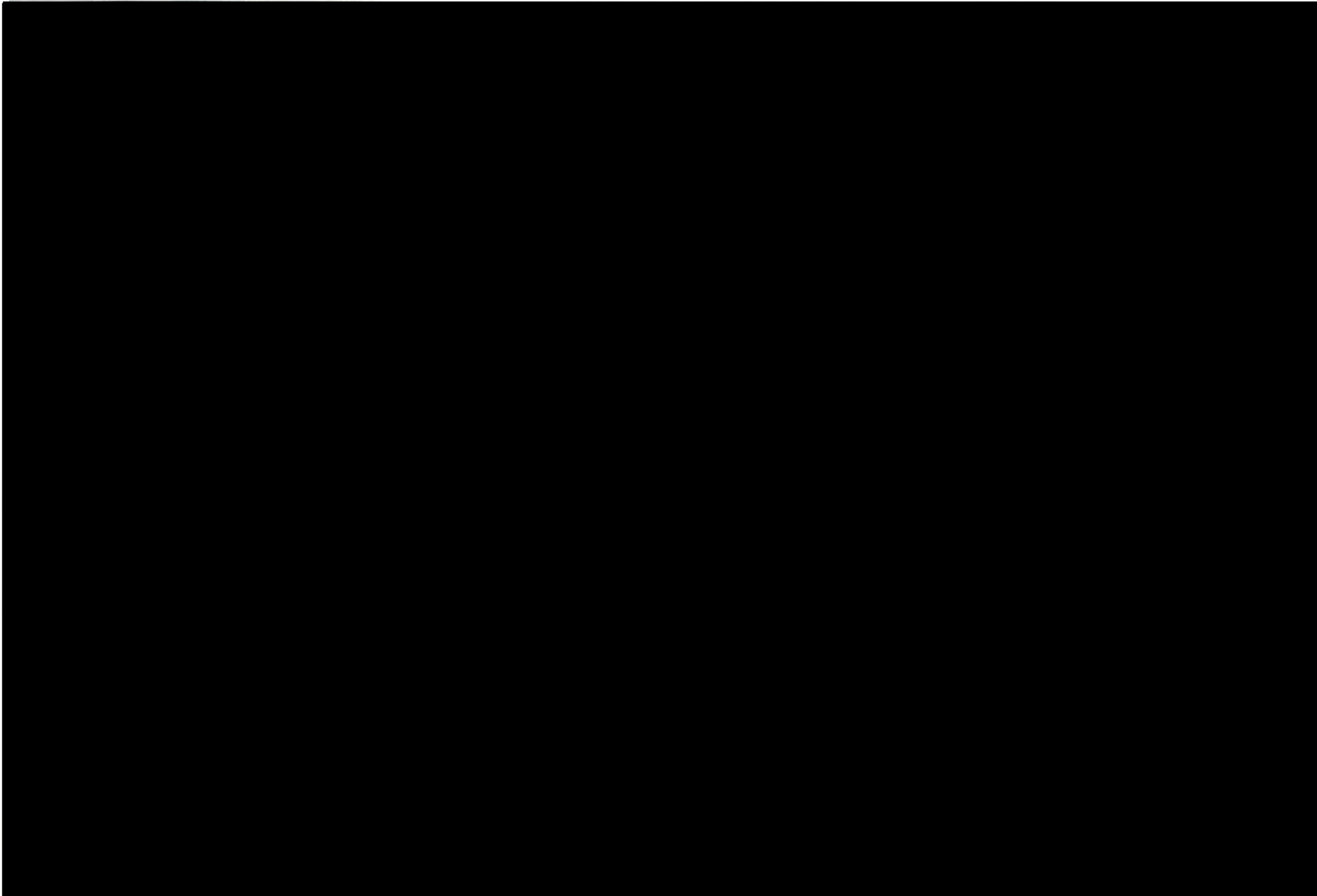
Section 3 – Level 01 Plan



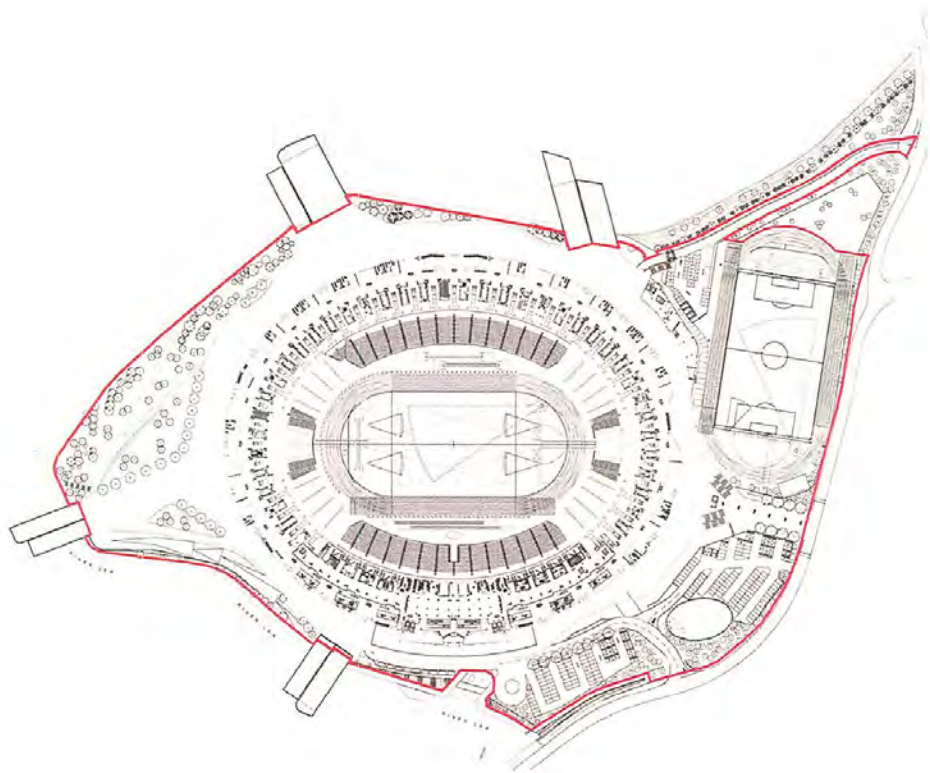
Section 4 – Level 02 Plan



PART 2
SEATING PLAN



PART 3
ISLAND PLAN



DO NOT SCALE THIS DRAWING
NOTES

KEY PLAN



PROJECT NO. 4535
DATE: 10/11/12
SCALE: 1:1000
DRAWN BY: [Name]
CHECKED BY: [Name]

POPULOUS

PROJECT
OLYMPIC STADIUM
TRANSFORMATION (4535)
LONDON LEGACY
DEVELOPMENT CORPORATION
GENERAL ARRANGEMENT
LEVEL: 00 SITE PLAN PROGRAM
+12 (M ATHLETICS MOOR)

STAGE 0
LIC201-STAG00-ACSR-1000
10/11/12
1:1000 AD
AL MA PJ



0100200-000000 | DR120070700 |

PART 4
PARK PLAN

Queen Elizabeth Olympic Park Site Plan



SCHEDULE 2
EXCLUDED CATEGORIES

Advertisements:

- (a) for any overtly political or religious organisation;
- (b) for any organisation whose principal business includes the sale of tobacco-related products or pornographic material;
- (c) which do not comply with the law, or which incite anyone to break the law;
- (d) which conflict with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) and the UK Code of Broadcast Advertising (BCAP Code);
- (e) which depict men, women or children as sex objects, or depict or refer to indecency or obscenity;
- (f) which depict direct and immediate violence to anyone shown in the advertisement or to anyone looking at the advertisement;
- (g) which contain illustrations which depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the consent of that person or an authorised representative of that person is obtained and is produced to the Grantor;
- (h) which do not comply with any Concessionaire's Governing Body Requirements; and
- (i) which encourage in whatever manner behaviour which promotes disparaging views or behaviour relating to an individual's or group's colour, race, nationality, ethnic or national origins, sex, marital status, religion, age or disability.

SCHEDULE 3
STADIUM SPECIFICATIONS

In this Schedule 3:

OBS means outside broadcast space.

The details of the Stadium specifications are as follows:

1. Seating Bowl

1.1 Retractable and/or re-locatable Lower Tiers.

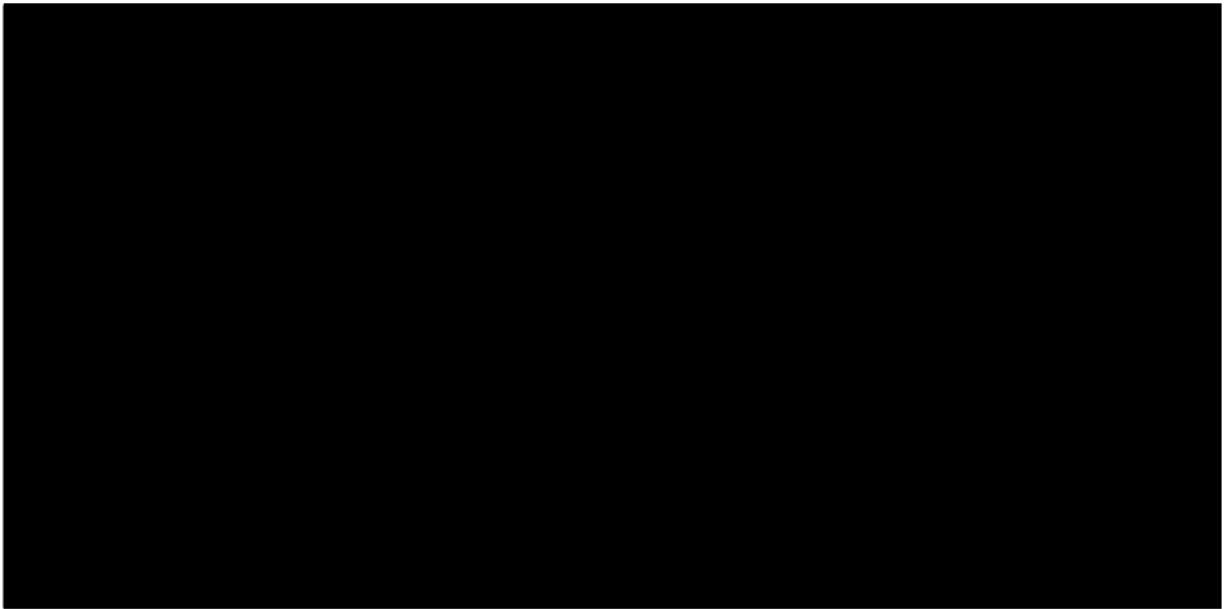
1.2 Position and rake of the tiers designed so as not to obstruct the sightlines from the Upper Tier seating



1.3 A new permanent and fixed mid-tier on the west side of the Stadium in order for spectators to gain a view over the west Lower Tier.

1.4 The mid-tier is accessed from level 01 and is therefore only available to users of this level.

1.5



1.6 Hospitality Areas:



1.7 Media Seats:

- (a) existing athletics Media Seats to be retained and supplemented with additional Media Seats in the west stand; and

- (b) existing terrace units modified to incorporate 'super-risers' to accommodate new media tribune writing/commentator positions.

2. Field of play

- 2.1 Nine lane 400m circuit and an inner steeplechase lane with water jump facility.
- 2.2 Nine lane sprint straight.
- 2.3 Three pole vault run ups.
- 2.4 Two horizontal jump pits
- 2.5 Two shot putt circles.
- 2.6 Two javelin run ups.
- 2.7 Space for two throwing cages.
- 2.8 Track and associated facilities to conform to IAAF Construction Category 1 standards for competition category 1 events.
- 2.9 Synthetic track cover to be provided.
- 2.10 Existing Stadium infrastructure to be adapted to suit specific requirements of the new field of play with new infrastructure incorporated within the Stadium to service these facilities.
- 2.11 New irrigation system to include water storage tanks and a computer controlled pop-up sprinkler installation.
- 2.12 Infield:
 - (a) Extended area of grass comprising of Desso reinforced grass seeded playing surface of 105m x 68m; and
 - (b) Artificial 3G grass installed between the touchlines and the running track, with pockets installed [REDACTED] goal posts.
- 2.13 New water-based undersoil heating system to be installed and computer controlled from a new grass surface heating/irrigation plant room located beneath the podium.

3. Video Screens

New permanent video screen and scoreboard to North and South stands including associated control equipment to be provided, with intended sizes of 12.0m x 8.8m each, depending on supplier module size and mounting requirements. Screens to be controlled from the control room on Level 1 of the West Stand.

4. Warm up Track

A floodlit IAAF Standard 6 lane (8 lanes on the straights) 400m track located adjacent to the Stadium. Support facilities include spectator seating (minimum 300), male and female changing rooms.

5. Turnstiles

92 new full height electronic turnstiles around the Stadium at podium level (to include required ratio of disabled and wider access turnstiles as set down within the Guide to Safety at Sports Grounds) Electronic proximity readers for hospitality and VIPs at the west stand entrances.

6. Perimeter Screen and Security

- 6.1 New secure line around the perimeter of the Stadium at podium level.
- 6.2 Secure line to incorporate the concessions, electronic turnstiles and egress gates.

7. Podium Concourse

Podium concourse within the ticketing area to facilitate sub-division within the Stadium southern zone to enable segregation of home and away fans when operating in Football mode. This subdivision will enable relocation to accommodate different away fan capacities.

8. Concessions – Level 00

Kiosk food and bar service:

- 8.1 External podium to serve lower and Upper Tier general admission spectators.
- 8.2 Hand-held chilled, ambient and hot food service with soft drinks and hot beverages to most outlets.
- 8.3 Estimated split of 60% food outlets: 40% bar serveries.
- 8.4 Tray or mobile cart vending may also be utilised in spectator circulation areas, subject to crowd movement and fire strategy review.
- 8.5 Base provision of catering service facilities to [redacted] general admission spectators with the potential space to expand the catering service to the full general admission net spectator capacity either on a temporary or permanent basis.

9. WCs

54 WCs on podium level of Stadium.

10. Stadium Accommodation

[redacted]

10.1 [redacted]

- (a) [redacted]
- (b) [redacted]
- (c) [redacted]

10.2 [redacted]

- (a) [redacted]

(b) [REDACTED]

10.3 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) [REDACTED]

10.4 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

10.5 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

10.6 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

10.7 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

10.8 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

11. Changing Zone – level 00

Lower ground level reconfigured to support operation of both athletics and ball sports.

A 1500sqm space provided for Football operation. 657sqm further area provided for general Team Changing Rooms for players.

Separate officials changing area of 110sqm.

Indoor sprint/call track and dope testing/medical suite retained.

Office Space allocation for the Operator to be made available.

12. Storage Space

Located on lower ground level.

13. Control Rooms – level 01

13.1 Stadium control room constructed at level 01 to accommodate emergency services and Stadium closed-circuit television.

13.2 Further rooms to be fitted out to support football media broadcast (FF&E to be provided by Operator) (90sqm), serviced space.

14. Podium Access

Public access stairs and lifts provided to the south and south east of the Stadium providing vertical circulation links between podium and lower ground level.

15. Main Roof

Full roof coverage to all Stadium seats in retracted or extended position.

15.1 Coverage is defined as being within the Stadium roof-edge 'drip-line'.

15.2 Roof covering to be a combination of metal cladding and polycarbonate (to allow light on the grass surface).

15.3 Extended roofing to support extended and enhanced lighting and public address and voice alarm installations.

16. Stadium Flood Lighting

Floodlights to be located on inner edge of the new and extended roof.

Provision to be made for current best practice flood-lights to a minimum of 2500 lux. Lighting to be designed via switching to support top level Football, athletics, rugby and American football without physical alteration and suitable for 3D television.

17. Existing Structure

Existing structure finishes/treatments to be upgraded.

18. Catering Fit Out and Equipment

Fit out and catering equipment to main kitchen, forward kitchens and concessions.

19. Stadium Island Access Bridges

Bridges F17, F07, F11, H04/H05 to be retained permanently.

20. Design Codes

To comply with the technical and design standards as set out in the Concession Agreement.

21. Car Parking

257 Event Day spaces distributed approximately as follows, subject to Planning Conditions and other operational restrictions:

Car park	Normal spaces	Disabled Spaces	Total	
Southern car Park – Concessionaire Event Day Spaces	78	19	97	Space required for OBS and away supporters coaches
Western Car Park – Concessionaire Event Day Spaces	66	17	83	Includes coach drop off
VIP Car Park – Concessionaire Event Day Spaces	39	10	49	
Community Athletics Track Car Park - no access for the Concessionaire	25	3	28	Plus 3 coach spaces
Totals	208	49	257	

22. Technical standards and design

The Stadium will be provided in compliance with the following technical and design standards:

- 22.1 Guide to Safety at Sports Grounds – 5th Edition, 2008;
- 22.2 Rules of the English Football Premier League;
- 22.3 IAAF Competition Rules 2010-2011;
- 22.4 Technical Regulations for IAAF World Athletics Series as at 31 January 2011;
- 22.5 Draft Professional Game Board (PGB) Minimum Standards Criteria;
- 22.6 Sports, Entertainment, Music and Dance, Boxing, Wrestling and Cinematography licences;
- 22.7 IAAF Track and Field Facilities Manual (2008 Edition);
- 22.8 FSADC/Sports Council Design Guidance Publications;
- 22.9 FLA Sports Ground and Stadia Design Guides, including:
 - 22.10 SGS No 1 – Accessible Stadia;
 - 22.11 SGS No 2 – Control Rooms;
 - 22.12 SGS No 3 – Concourses;
- 22.13 UEFA Stadium Infrastructure Regulations 2006 (selected elements);
- 22.14 FIFA Football Stadiums Technical Recommendations and Requirements 5th edition 2011 (selected elements);
- 22.15 District Surveyors Association Guides: Model Technical Regulations for Place of Public Entertainment;
- 22.16 Guide to Health, Safety and Welfare at Pop Concerts and similar events;
- 22.17 Building Regulations Approved Documentation/British & European Standards and Codes of Practice;
- 22.18 Fire Safety – Fire Precautions Act 1997 and BS 9999;
- 22.19 Disability Discrimination Act 1995; and
- 22.20 Licensing Act 2003 – Current alcohol consumption legislation relating to stadia.

SCHEDULE 4
TICKETING POLICY AND REQUIREMENTS

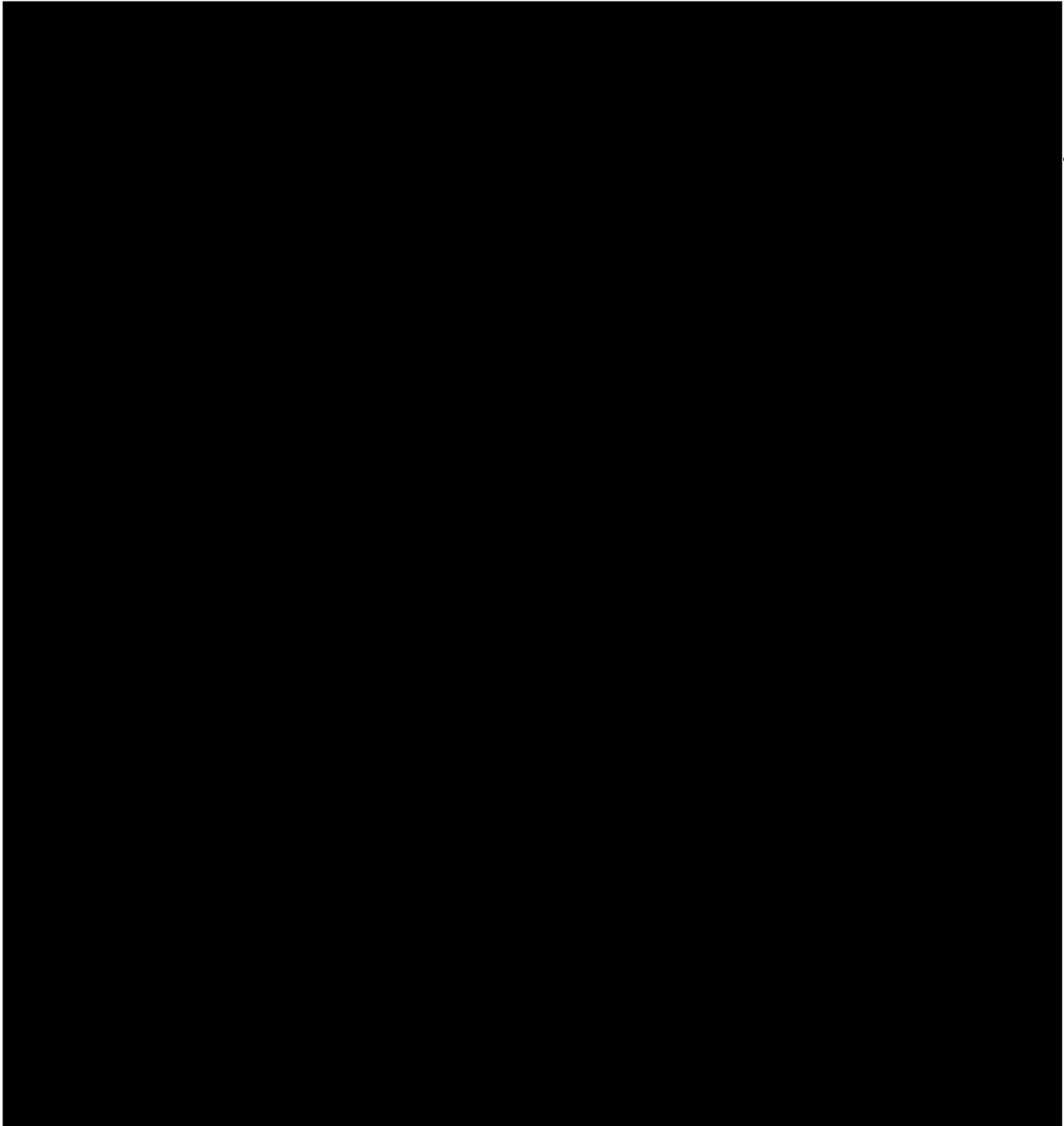
PART 1

NUMBER AND TYPE OF TICKETS

Ticket Type	Approximate Number of Tickets Available	Miscellaneous Information

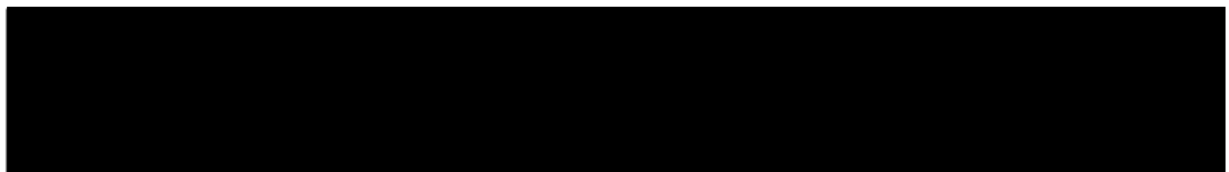
PART 2

TICKETING TERMS AND CONDITIONS



1. Tickets

1.1



1.2



2. Admission to the Ground

2.1

2.2

2.3

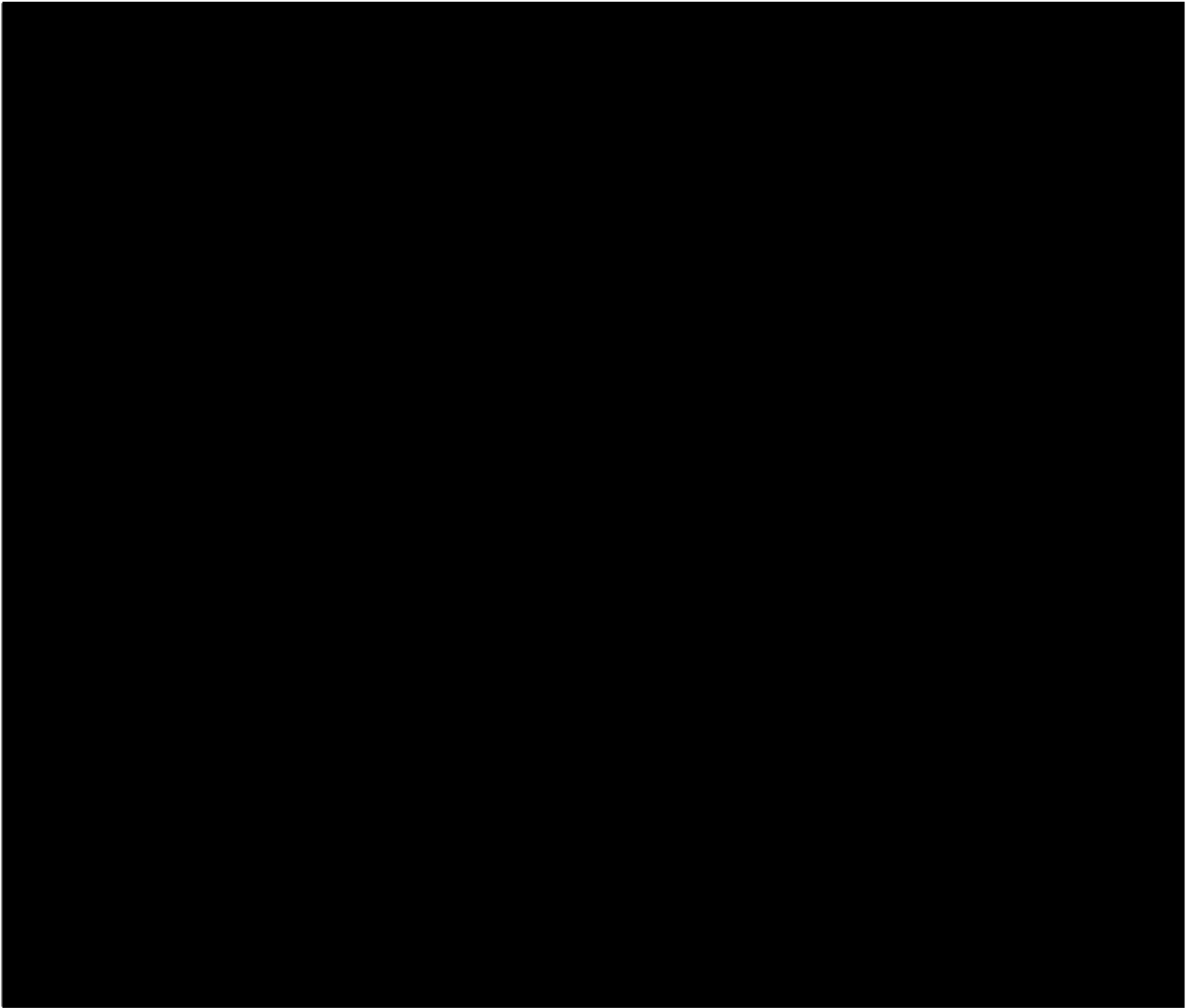
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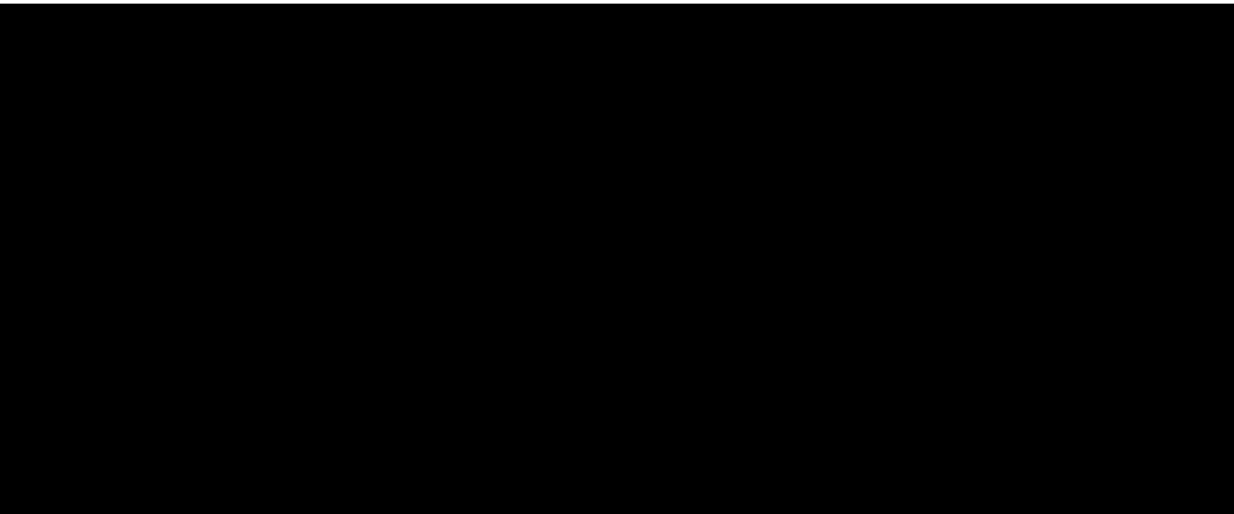


3. Use of Ticket

3.1

3.2

3.3



3.4

3.5

3.6

3.7

3.8

3.9

3.10

3.11

4. Cancellation and Withdrawal

4.1

4.2

4.3

4.4

5. Change to Dates, Refunds & Exchange

5.1

5.2

5.3

5.4

6. Lost Tickets

6.1

6.2

7. Exclusion of Liability

7.1

7.2

7.3



8. **General**

8.1

8.2

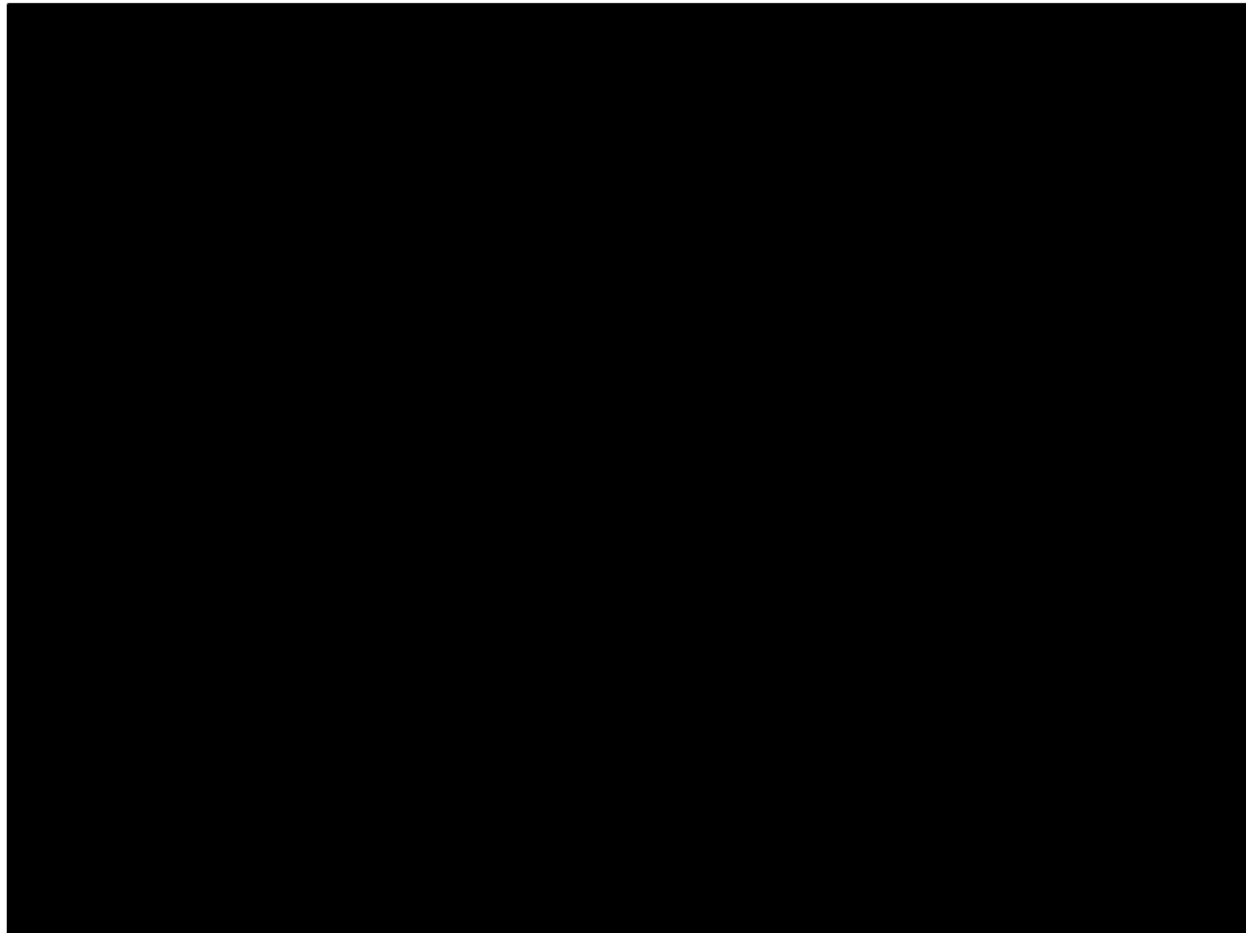
8.3

8.4

8.5

8.6

8.7



THE STADIUM IS A PUBLIC TRANSPORT DESTINATION AND YOU ARE ENCOURAGED TO TRAVEL TO THE MATCH BY PUBLIC TRANSPORT. ONLY PRE-ACCREDITED VEHICLES WILL BE GRANTED ACCESS TO THE AREA ON EVENT DAYS.

PLEASE CHECK THE WEBSITE FOR UP-TO-DATE TRAVEL AND EVENT INFORMATION.

PART 3
TICKETING POLICY

1. General

1.1

1.2

2. Ticket Information

2.1

3. On Sale Procedures

3.1

3.2

3.3

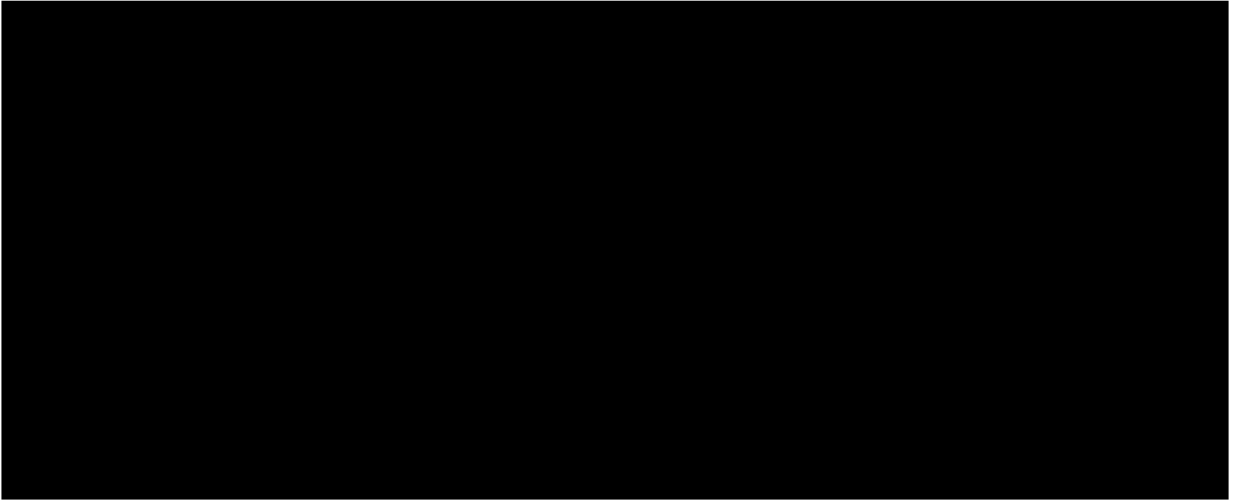
3.4

3.5



4. **Ticketing For Disabled People**

4.1



4.2

4.3

4.4

4.5

5. **Sale and Resale**

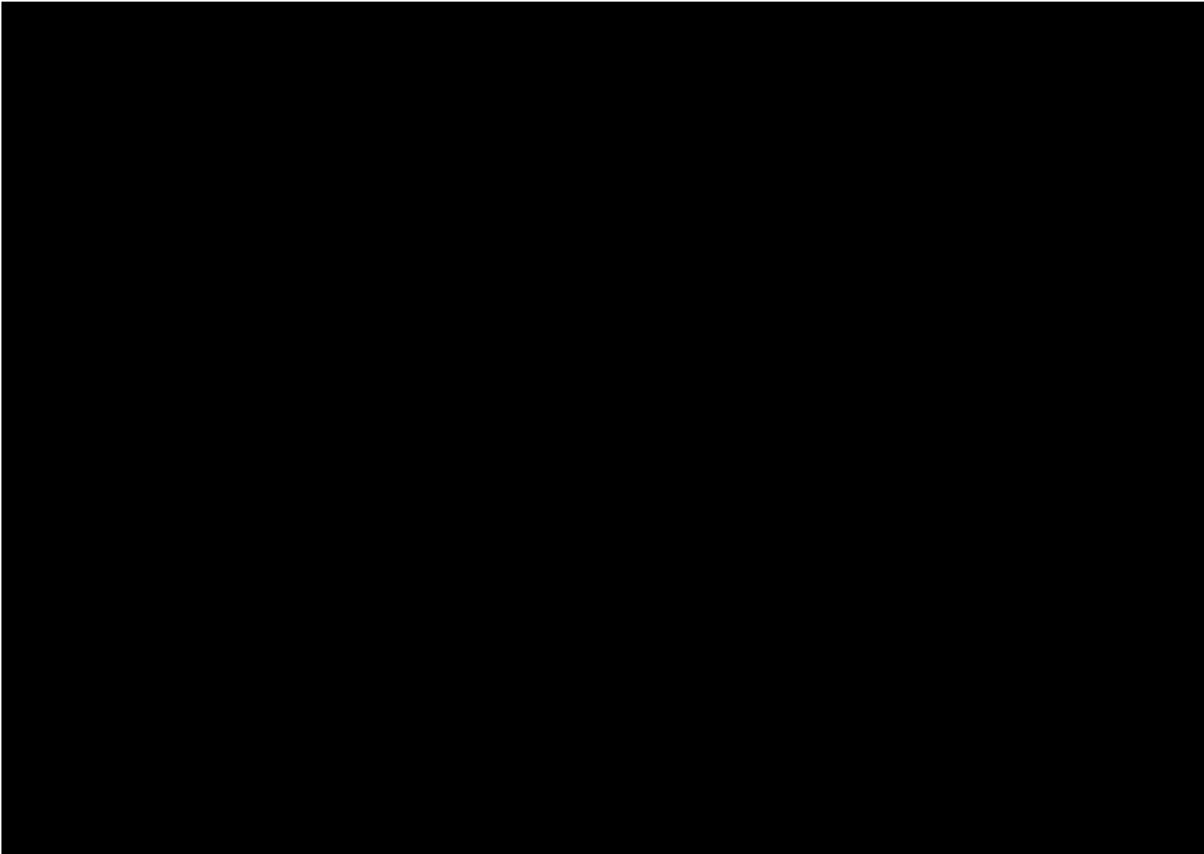
5.1



5.2

6. **Ticket Security**

6.1



6.2

6.3

6.4

6.5

7. **Ticket Dispatch**

7.1

7.2

8. **Athletics Event Day Requirements**

8.1

9. **Customer Data**

9.1

SCHEDULE 5

INSURANCE

This Schedule 5 sets out the Insurances that each party is required to procure. In the event that there is no Operator, any reference to the Operator shall be interpreted to mean the Grantor. This Schedule 5 is non-exhaustive and each party must obtain all Insurances required by Applicable Laws. The monetary levels of the insurance cover must be the monetary levels that are recommended by an appropriately qualified insurance adviser.

Insured risk:	Insurance to be provided by:
<p>Loss of or damage to the Stadium as defined within the red-line diagram</p> <p>(Material Damage)</p>	Grantor and UKA for any deductibles under the policy in respect of the Events
<p>Liability for loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Grantor) caused by activity in connection with this Agreement</p> <p>(Public Liability and Products Liability)</p>	Grantor in the name of the Grantor only
<p>Liability for loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Grantor) caused by activity in connection with this Agreement</p> <p>(Public Liability and Products Liability)</p>	Operator in the name of the Operator only but including an Indemnity to Principal Clause.
<p>Liability for loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the UKA) caused by activity in connection with this Agreement</p> <p>(Public Liability and Products Liability)</p>	UKA in the name of the UKA only but including an Indemnity to Principal Clause.
<p>Risks of physical loss or damage, including the following extensions:</p> <ul style="list-style-type: none"> • theft; • terrorism; and • glass/shop fronts, <p>at any location for which the UKA is responsible including the Athletics equivalent and the UKA Storage Area</p>	UKA in the name of the UKA only, with the UKA waiving rights of subrogation against the Grantor
<p>Liability of any Consultant for claims made against him arising out of his failure to use the skill, care and diligence required by this Agreement.</p>	The relevant Consultant

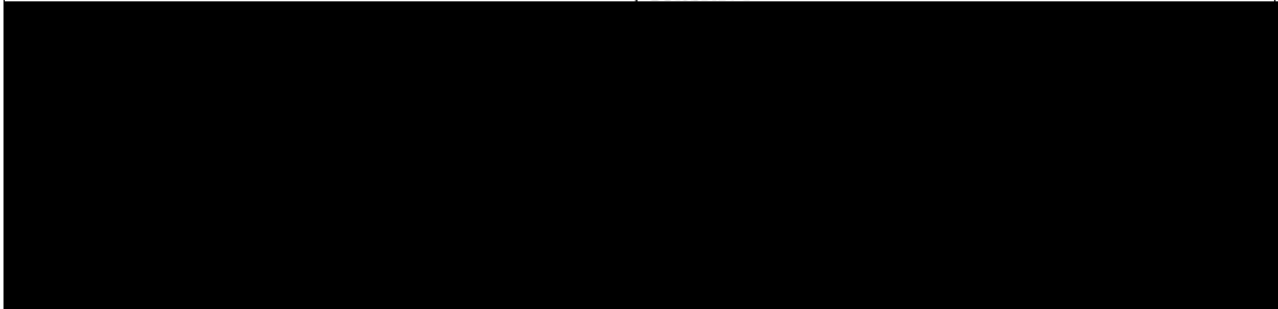
Insured risk:	Insurance to be provided by:
(Professional Indemnity)	
Liability for death or bodily injury to employees arising out of and in the course of their employment in connection with this Agreement (Employer's Liability insurance)	Grantor; Operator; and UKA, each in respect of their own potential liability.
Third party liability in respect of all vehicles used on public highways, site access roads or in any circumstances requiring insurance under the Road Traffic Acts (Motor Vehicle)	Grantor; Operator; and UKA, each in respect of their own potential liability.
Risks of physical loss or damage caused by interference or interruption with the UKA's business (Business interruption insurance)	UKA
Other insurances required by Applicable Laws (Other)	Grantor Operator UKA

SCHEDULE 6

COMMERCIALLY SENSITIVE INFORMATION

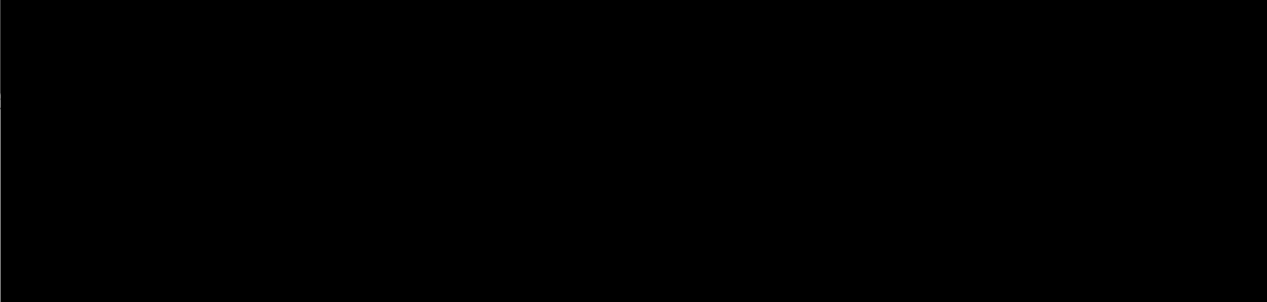
PART 1

COMMERCIALLY SENSITIVE CONTRACTUAL PROVISIONS

Commercially Sensitive Contractual Provisions	Time period for which they are commercially sensitive
	

PART 2

COMMERCIALLY SENSITIVE MATERIAL

Commercially Sensitive Material	Time period for which it is commercially sensitive
	

SCHEDULE 7

PARK BRANDING RESTRICTIONS

PART 1

PARK BRANDING RESTRICTIONS

1. ADDITIONAL DEFINITIONS

In this Schedule 7, the following additional definitions apply:

Ambush Marketing means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including any association in the minds of members of the public) with the London 2012 Games, the BOA or Team GB;

BOA means the British Olympic Association;

IOC means the International Olympic Committee;

Located In Mark is the trademark/logo as it appears in Part 2 of this Schedule 7;

LOCOG means The London Organising Committee of the Olympic Games and Paralympics Games Limited;

Olympic Movement means each of the IOC, the BOA, other National Olympic Committees, LOCOG and any other organising committee of the Olympic Games, any Olympic team and any other person or entity who is recognised by, or required to comply with, the Olympic Charter (as published by the IOC from time to time);

Full Park Name is the full name of the Park, namely, the "Queen Elizabeth Olympic Park";

Protected Marks means any trademark, trade names, logos or other intellectual property of the BOA and/or the IOC, including marks and designs relating to the London 2012 Games, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words "Olympic", "Olympian", "Olympiad", "Paralympic", "Paralympian", "Paralympiad" (and their plurals) and/or any other word, motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended, replaced or substituted in the future) or by any other relevant legislation enacted (whether as now in force or as enacted, amended, replaced or substituted in the future) in relation to the London 2012 Games; and

Team GB means the name given to the Great Britain and Northern Ireland Olympic team by the BOA and British Paralympic Association.

2. RIGHTS TO USE THE LOCATED IN MARK AND FULL PARK NAME

2.1 Subject to paragraph 2.3 (Rights to use the Located in Mark and Full Park Name) and paragraph 2.4 (Rights to use the Located in Mark and Full Park Name) below, the Grantor hereby grants UKA a non-exclusive, worldwide, royalty-free licence (with the right to sub-license) to use:

(a) the Located In Mark; and

(b) the Full Park Name,

for the sole purpose of:

- (i) factual and descriptive statements in relation to the Stadium or the Park;
- (ii) indicating the geographic location of the Stadium or the Park; and/or
- (iii) indicating the postal address reference of the Stadium or the Park,

on Stadium and/or Park related products, materials and publications. Save as aforesaid, UKA is not otherwise permitted to use the "Olympic" word or mark in any way, except with the express consent of the BOA and the Grantor.

2.2 The licence granted by the Grantor to UKA in paragraph 2.1 (Rights to use the Located in Mark and Full Park Name) above shall be for the duration of the Term of this Agreement and shall automatically expire upon expiry of the Term of this Agreement.

2.3 UKA agrees to, and shall procure that each UKA Party agrees to:

- (a) only refer to the Park as the Full Park Name and to never shorten the name to "the Olympic Park", or otherwise emphasise the word "Olympic";
- (b) to the fullest extent possible, adhere to the terms of the BOA Brand Manual entitled "Queen Elizabeth Olympic Park Naming Usage" (as supplied by the Grantor to UKA from time to time);
- (c) not use any trademarks, trade names, logos or other intellectual property of the BOA or the IOC (including but not limited to the London 2012 Games logos and the Protected Marks), or use any trademarks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks, save for the use of the Full Park Name and the Located In Mark as set out in paragraph 2.1 (Rights to use the Located in Mark and Full Park Name) above;
- (d) not represent, directly or indirectly, that any party or its products or services are in any way associated with the London 2012 Games, the BOA or the IOC, or that any goods or services provided have been endorsed or approved by them;
- (e) not undertake any form of Ambush Marketing;
- (f) not cause or permit to be done anything which might diminish, damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other Intellectual Property Rights of the BOA or the IOC;
- (g) not use its connection with the Grantor (or UKA as the case may be), the Park, or any individual venue within the Park, in a manner that makes or implies any new direct or indirect association of any kind (including an association in the minds of the public) with the Olympic Movement; and
- (h) not apply for, obtain, or register any trademark or logo, in any country, which consists of, or comprises, or is confusingly similar to the "Olympic" word or mark.

2.4 UKA agrees, and shall procure that each UKA Party agrees:

- (a) to take all reasonable steps to ensure that their sub-licencees, sub-contractors and agents shall also abide by the provisions of this paragraph 2.4 (Rights to use the Located in Mark and Full Park Name);
- (b) that the BOA and/or IOC shall have the right to enforce the terms of this paragraph 2.4 (Rights to use the Located in Mark and Full Park Name); and
- (c) that the restrictions in paragraph 2.3 (Rights to use the Located in Mark and Full Park Name) continue to apply after termination of this Agreement without limit of time.

PART 2
LOCATED IN MARK

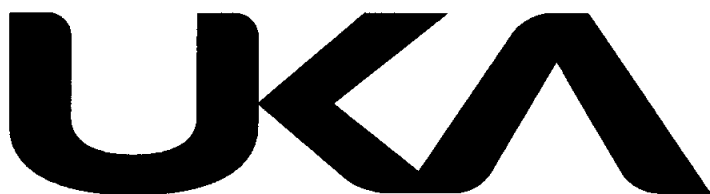
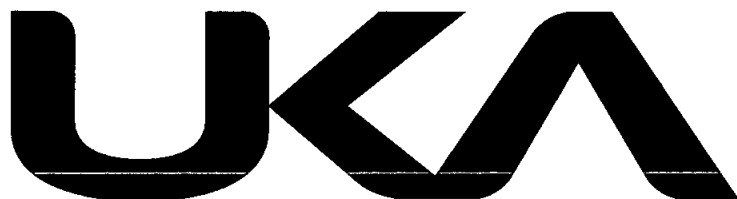
Located In Mark:

Located in
QUEEN
ELIZABETH
OLYMPIC
PARK

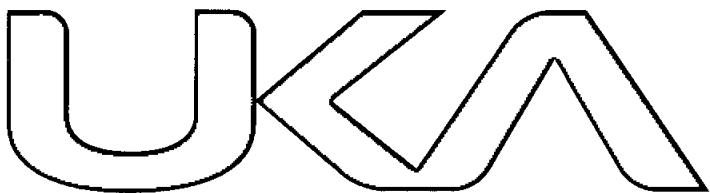
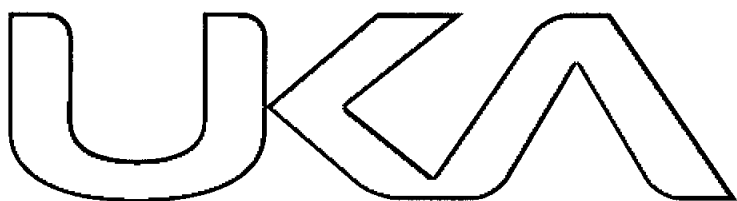
SCHEDULE 8

UKA'S MARKS

UKA Marks



UNITED
KINGDOM
ATHLETICS



UNITED
KINGDOM
ATHLETICS



**BRITISH
ATHLETICS**



**BRITISH
ATHLETICS**



**BRITISH
ATHLETICS**



**BRITISH
ATHLETICS**

SCHEDULE 9

COMMUNITY PLAN

The Parties agree to use their best endeavours to agree a Community Plan and that the Community Plan shall be included in this Schedule once agreed.

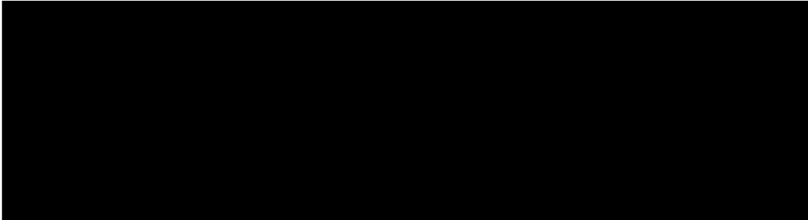
SIGNATORIES

SIGNED by
duly authorised on behalf of
UK ATHLETICS LIMITED
in the presence of:

)
)
)
NIKOS DE VOS (CEO)

Signature of Witness:
Address:

Occupation:



SIGNED by Chris Pope OBE)
duly authorised on behalf of)
E20 STADIUM LLP)
in the presence of: [REDACTED])



Signature of Witness: [REDACTED]
Address: [REDACTED]

Occupation: Local Government Officer

SIGNED by
duly authorised on behalf of
E20 STADIUM LLP

)
)
)



D. V. HONE

SIGNED by
duly authorised on behalf of
E20 STADIUM LLP

)
)
)



JAN BOUD