

EXECUTION VERSION

DATED _____ 2019

E20 STADIUM LLP (1)

- AND -

LONDON LEGACY DEVELOPMENT (2)
CORPORATION

DEED OF TERMINATION OF THE PARENT COMPANY GUARANTEE AND
INDEMNITY DEED DATED 30 JANUARY 2015

GIDE
GIDE LOYRETTE NOUËL

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This agreement dated _____ is executed as a deed, and delivered,

BY:

- (1) **E20 Stadium LLP**, a limited liability partnership incorporated and registered in England and Wales (registration number OC376732) whose registered office is at Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ ("**E20**");
 - (2) **London Legacy Development Corporation**, whose principal office is at Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ ("**LLDC**"),
- Each and together being the "**Beneficiary**".

BACKGROUND

- (A) Under a parent company guarantee and indemnity deed dated 30 January 2015 between the Beneficiary and VINCI Concessions SAS, a joint-stock company (*société par actions simplifiée*) incorporated and registered in France (registration number 410 001 952 RCS Nanterre) whose registered office is at 12-14 rue Louis Blériot, 92500 Rueil-Malmaison, Paris, France (the "**Guarantor**") (the "**Guarantee**"), the Guarantor guaranteed to the Beneficiary the present and future obligations of London Stadium 185 Limited, as "Contractor", under the stadium plus operator agreement dated 30 January 2015 made between the Beneficiary and London Stadium 185 Limited, as further detailed in the Guarantee.
- (B) The Beneficiary has agreed to release the Guarantor from all obligations under the Guarantee.

Agreed terms

1. Interpretations

The rules of interpretation set out in the Guarantee apply to this deed.

2. Release and surrender

2.1 The Beneficiary hereby:

- (a) releases and discharges the Guarantor from all past, present and future liability to the Beneficiary under the Guarantee and also from all actions, claims and demands under or in connection with the Guarantee; and
- (b) confirms that, as at the date hereof, there is no sum outstanding or otherwise due from the Guarantor to the Beneficiary under or pursuant to the Guarantee.

2.2 The Beneficiary hereby terminates the Guarantee with effect from the date of this deed.

3. Further assurance

The Beneficiary shall, at the reasonable request and cost of the Guarantor, execute all documents and do all acts and things as may be necessary to give effect to the release and surrender contained in clause 2.

4. Third party rights

A person other than the Guarantor who is not a party to this deed shall not have any rights under or in connection with it.

5. Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

6. Governing law and jurisdiction

6.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

6.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **E20 Stadium LLP**



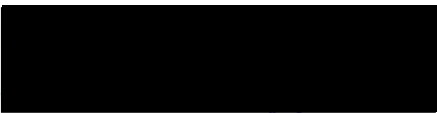
acting by

a member, in the presence of:



Signature of Witness

Name:



Address:

Occupation: *COMMERCIAL MGR*

Executed as a deed by **London Legacy Development Corporation**



acting by

in the presence of:



Signature of Witness

Name:



Address:

Occupation: *COMMERCIAL MGR*

Executed copy acknowledged by **VINCI Concessions SAS**

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