

EXECUTION VERSION

DATED 21 JANUARY 2019

VINCI STADIUM SAS (1)

- AND -

LONDON STADIUM 185 LIMITED (2)

TERMINATION AGREEMENT OF THE TECHNICAL AND
COMMERCIAL SERVICES AGREEMENT DATED 1 DECEMBER 2015

GIDE
GIDE LOYRETTE NOUËL

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This Agreement is made on 21 JANUARY 2019

BETWEEN:

- (1) **VINCI Stadium SAS**, a joint-stock company (*société par actions simplifiée*) with a capital of 11,015,000 euros, incorporated under the laws of France under no. 518 114 400 RCS Nanterre, having its registered office at 12-14 rue Louis Blériot, 92500 Rueil-Malmaison, France ("**VINCI**"); and
- (2) **London Stadium 185 Limited**, a private company limited by shares with a capital of £30,000, incorporated and registered in England and Wales with company number 09359341 whose registered office is at The Stadium at Queen Elizabeth Olympic Park, London, United Kingdom, E20 2ST ("**LS185**"),

referred to together as the "**Parties**" and separately as a "**Party**".

WHEREAS:

- (A) LS185 entered into a Stadium Plus Operator Agreement dated 30 January 2015 relating to the operation, management and maintenance of the "Stadium" and certain areas in the "South Park" at the Queen Elizabeth Olympic Park with E20 Stadium LLP and the London Legacy Development Corporation.
- (B) The Parties entered into an agreement - the "Technical and Commercial Services Agreement" - dated 1 December 2015 under which VINCI agreed to provide technical and commercial services to LS185 (the "**Contract**") pursuant to the terms and conditions of that Contract (the "**Services**").
- (C) The parties agree to terminate that Contract on the terms set out in this Agreement.

Agreed terms

1. Interpretation

The rules of interpretation set out in the Contract apply to this Agreement.

2. Termination of the Contract

2.1 The Contract is terminated with effect from the date of this Agreement (the "**Termination Date**").

2.2 On or prior to the Termination Date, LS185 shall make a final payment to VINCI in respect of the Services for the period to the Termination Date on a *pro-rata temporis* basis in full settlement of all amounts due under Clause 5 (*Fees and Payment*) and Clause 6 (*Payment*) of the Contract.

2.3 On termination of the Contract, Clause 12 (*Confidentiality*), Clause 13 (*Notices*), and Clause 21 (*Governing Law and Dispute Resolution*) shall continue in force.

2.4 All other provisions of the Contract, including any which are expressly stated in the Contract as surviving its termination, or which might otherwise have done so by implication, are terminated as at the Termination Date.

3. Release

3.1 Subject to Clause 2.3 above, each Party (a "**Releasing Party**") releases and discharges the other from all claims or demands under or in connection with the Contract, to the fullest extent permitted by law, whether arising before or on the date of this Agreement, in each case whether known or unknown to the Releasing Party.

4. Governing law

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

5. Jurisdiction

The Parties shall use their best efforts to settle out of court any dispute arising out of or in connection with this Agreement. Any dispute which cannot be settled out of court within sixty (60) days following receipt by one Party of the other Party's written request to do so shall be exclusively and finally settled by the *Tribunal de Commerce de Nanterre*.

Executed by VINCI Stadium SAS

acting by: [REDACTED]

title:

date: 21 JANUARY 2019

Directeur du Contrat Budget



Executed by London Stadium 185 Limited

acting by: [REDACTED]

title:

date: 21 JANUARY 2019

FINANCE DIRECTOR

