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Sponsorship Contract

Docklands Light Railway Limited

and

Emirates

relating to the Air Line System across the River
Thames

7 October 2011

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THIS CONTRACT is made as a deed this

7th day of October 2011

BETWEEN:

- (1) **DOCKLANDS LIGHT RAILWAY LIMITED** (Company Number: 2052677) with its registered office at Operations and Maintenance Centre, PO Box 154, Castor Lane, Poplar, London E14 0DX ("**DLRL**"); and
- (2) **EMIRATES**, a Dubai corporation established by Decree No. (2) of 1985 (as amended) and having its principal place of business at Emirates Group Headquarters, PO Box 686, Dubai, United Arab Emirates (the "**Sponsor**").

WHEREAS

- (A) DLRL entered into a contract on 15 April 2011 with Mace Limited (the "**Air Line Contractor**") for the construction, operation and maintenance of a 'gondola style' cable car system across the River Thames between the Greenwich Peninsula and the Royal Victoria Dock (the "**Air Line Contract**").
- (B) TfL (through its wholly owned subsidiary DLRL) has the exclusive right to grant sponsorship rights in respect of the Air Line System (as defined below).
- (C) The Sponsor operates an international airline currently known as "Emirates" having its headquarters in Dubai, United Arab Emirates and wishes to sponsor the Air Line System.
- (D) DLRL has been through a tender process to select a title sponsor for the Air Line System.
- (E) As a result of the tender process referred to in Recital (D) the Sponsor has been awarded the right to be the title sponsor of the Air Line System and to receive the sponsorship and other commercial rights relating to the Air Line System set out in this Contract.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

"**Affiliate**" means in relation to any company:

- (a) any subsidiary or holding company of such company or any subsidiary of any such holding company; or
- (b) any other entity controlling or controlled by such company;

"**Air Line Brand Guidelines**" means: (i) the brand guidelines relating to the implementation of the Air Line System Visual Identity in connection with the relevant Sponsorship Rights, the current version of which has been provided by DLRL to the Sponsor prior to the date of this Contract; or (ii) such replacement or amendment to such guidelines as one party may propose to the other and which the other approves in accordance with schedule 3 (although, in relation to any proposal by DLRL that the Sponsor Pantone should not form part of the Air Line System Visual Identity, the Sponsor shall have the absolute discretion to approve or reject such proposed change without the obligation to follow the procedure set out under paragraph 7.3(b) of schedule 3);

"**Air Line Micro Site**" has the meaning given to it in paragraph 2.1 of schedule 1;

"**Air Line Roundel**" means the sign depicted in part I of schedule 5;

"Air Line System" means the 'gondola style' cable car system across the River Thames between the Greenwich Peninsula and the Royal Victoria Dock, including the Stations, towers, operational gondolas (which will ordinarily number 34 and subject to the provisions of clause 6.3(a) shall be no less than 20 at any point during operational hours), sub-station facilities and all associated infrastructure being constructed pursuant to the Air Line Contract;

"Air Line System Visual Identity" means the overall visual identity for the Air Line System which is set out in the Air Line Brand Guidelines;

"Applicable Requirements" means the mandatory requirements of any existing or future law (including any statute, regulation, directive, statutory instrument or legislative instrument of any kind) or of any licence, consent, permit, authorisation or agreement issued or entered into under any of the foregoing, or of any relevant statutory authority in each case to the extent that the same comprise legally enforceable obligations and are applicable to the Air Line System or any of the rights or obligations under this Contract;

"Brand Sector" means the provision of passenger airline and/or air cargo services and/or holiday, tour and ancillary travel services;

"Business Day" means a day (excluding Saturday and Sunday) when banks are generally open for business in the City of London;

"Competitor" means any person whose primary business relates to or is otherwise primarily associated with the Brand Sector;

"Composite Logo" means the sign depicted in part VI of schedule 5, comprising of: (i) the Air Line Roundel; and (ii) the Sponsor Trade Mark, juxtaposed with one another, and outlined, as so depicted;

"Conflicting Person" means: (i) any Competitor; or (ii) any person who is a national of, or who is registered, incorporated, established or whose principal place of business is in a country with which the United Arab Emirates does not at the date of this Contract or at any relevant point during the Term maintain diplomatic relations;

"Contract Information" means (i) this Contract in its entirety (including from time to time agreed written changes to this Contract) and (ii) data extracted from the invoices issued pursuant to clause 8 (Payment) which shall consist of the Sponsor's name, the expenditure account code, the expenditure account code description, the clearing date and the invoice amount;

"Control" means:

- (a) the legal and beneficial ownership of more than fifty per cent. (50%) of the share capital of a party or share capital having the right to cast more than fifty per cent. (50%) of the votes capable of being cast in general meetings of such party; or
- (b) the right to determine the composition of a majority of the board of directors (or like body) of a party; or
- (c) "control" (as defined in section 840 of the Income and Corporation Taxes Act 1988) of a party;

"Core Name" means the stylised word mark comprising of the words "Air Line" separated by a diamond and written in New Johnston font as set out in part II of schedule 5;

"Critical Period" means the period commencing on the date which is twenty eight (28) full days prior to the start of the Games Period until the date immediately prior to the start of the Games Period;

"Default Rate" means the Bank of England base rate plus two per cent. (2%);

"Dispute" means a dispute or difference of whatsoever nature between DLRL and the Sponsor in relation to the operation or interpretation of, or otherwise in connection with or arising out of, this Contract;

"Dispute Resolution Procedure" means the procedure for the resolution of Disputes set out in schedule 4;

"DLRL Change of Control" means if at any time after the date of this Contract a person (other than a person who forms part of or is owned directly or indirectly by or who is under the Control of TfL (or any statutory successor thereto) or any department of Government of the United Kingdom) obtains Control of DLRL;

"DLRL Default" means any of the events set out in clause 13.2;

"DLRL Intellectual Property" means all Intellectual Property Rights that subsist in each of: (i) the names and logos of DLRL, Transport for London, TfL and the Mayor of London; and (ii) the Air Line Roundel, the Core Name and the TfL Roundel; and (ii) the TfL Website;

"DLRL Intellectual Property Licence" means the licence granted by DLRL to the Sponsor pursuant to clause 9.3(a);

"DLRL Representative" means the representative appointed by DLRL in accordance with clause 3.1;

"Emirates Group" means collectively Emirates, dnata, Dnata World Travel, any wholly or partly owned subsidiary of any of Emirates, dnata, Dnata World Travel, and any branch, business or division operated by or under the Control of any of the foregoing from time to time and a reference to a "member of the Emirates Group" means any of the foregoing;

"Force Majeure Event" means any event or circumstance arising from natural causes, human agency or otherwise which is beyond the reasonable control of the parties and which could not have been reasonably foreseen and prevented by the parties and which affects the performance by both or either of the parties of their or its obligations under this Contract including any act of God, war, act of terrorism, explosion, fire, flood, hurricane, strike, lock out or industrial dispute (but not for the avoidance of doubt, a strike, lock out or industrial dispute of either party's employees, agents or sub-contractors);

"Games" means the Games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London;

"Games Body" means each of the International Olympic Committee, the International Paralympic Committee, the British Olympic Association, the British Paralympic Association, LOCOG or any other organising committee of an Olympic and/or Paralympic Games;

"Games Event" means an event (whether a sporting event or not, and whether held in London or not) held as an official part of the Games;

"Games Event Zone" means a venue (including any public area) at, in or through which a Games Event is to be held or takes place and any official training venue of the Games, and includes any construction sites at which such venues are being constructed;

"Games Period" means the period which begins on the earliest date (currently anticipated to be 27 July 2012) on which Olympic advertising restrictions relating to the Games apply within the vicinity of either of those Games Event Zones known as the ExCel zone and the North Greenwich Arena 1 zone until the latest date (currently anticipated to

be 8 September 2012) on which such restrictions end in the vicinity of both of those Games Event Zones;

"Good Industry Practice" means the exercise of that degree of skill, care, diligence, prudence, foresight and practice which would ordinarily be expected of a skilled and experienced contractor and cable car provider engaged in the same type of undertaking as designing, constructing, maintaining and operating the Air Line System;

"Greater London Area" means that area of Greater London and its environs in which TfL operates public transport services;

"Insolvency Event" means any of the following (or any procedures or proceedings which are analogous thereto whether in the United Kingdom or other jurisdiction):

- (a) a body is, or is deemed for the purposes of any law to be, either insolvent or unable to pay its debts as they fall due;
- (b) a liquidator is appointed to a body or a body enters liquidation (voluntary or otherwise) or requests the appointment of a liquidator to it;
- (c) a court order is made or a resolution passed for the winding up of a body (other than a winding up whilst solvent for the purpose of amalgamation or reconstruction);
- (d) an administration order is made or an administrator is appointed in respect of a body or a material part of the assets;
- (e) any receiver or manager in respect of a body is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; or
- (f) a voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or Companies Act 2006 in respect of a body;

"Intellectual Property Rights" means all rights in or in relation to any and all patents, utility models, trade and service marks, designs, get-up, trade, business or domain names, copyrights, topography rights, inventions, knowhow and trade secrets, databases, and all other intellectual property rights of a similar or corresponding character which may now or in the future subsist in any part of the world, in each case whether registered or not and including any applications to register or rights to apply for registration of any of the foregoing and any rights to receive any remuneration in respect of such rights;

"Launch Marketing" means any advertising, marketing, promotional and/or public relations campaigns undertaken by or on behalf of the Sponsor relating to the Air Line System prepared or conducted on the assumption that the Operating Date will be the Proposed Launch Date;

"Launch Notice" has the meaning given to it in clause 4.4(a)(ii);

"LOCOG" means The London Organising Committee of the Olympic Games and Paralympic Games Limited of 1 Churchill Place, Canary Wharf, London E14 5LN with Company Number 05267819;

"Notification Date" means the date on which DLRL notifies the Sponsor that the Operating Date will not be the Proposed Launch Date;

"ODA" means the Olympic Delivery Authority;

"Operating Date" means the date on which the Air Line System is able to operate in accordance with all Applicable Requirements and commences regular passenger services for members of the public as a form of public transport in accordance with the operational timetable set out in clause 6.3(a);

"Operational Performance Period" means Operational Performance Period 1A, Operational Performance Period 1B, Operational Performance Period 2A, Operational Performance Period 2B or Operational Performance Period 3 (as applicable);

"Operational Performance Period 1A" means, where the Operating Date occurs before the Critical Period, the period of 28 consecutive days beginning on the Operating Date;

"Operational Performance Period 1B" means, where the Operating Date occurs during or after the Critical Period, the period of 28 consecutive days beginning on the Operating Date;

"Operational Performance Period 2A" means, if Operational Performance Period 1A has occurred (other than in circumstances where DLRL has become liable for the maximum reduction of the Sponsorship Payments in the sum of £2,000,000 pursuant to paragraph 6.4(a)(i) and Schedule 7 as a result of reduced operational performance during Operational Period 1A), the period beginning on the day after the last day of Operational Performance Period 1A until the first anniversary of the Operating Date;

"Operational Performance Period 2B" means either (i) if Operational Performance Period 1B has occurred, the period beginning on the day after the last day of Operational Performance Period 1B until the first anniversary of the Operating Date; or (ii) if Operational Performance Period 1A has occurred and DLRL has become liable for the maximum reduction of the Sponsorship Payments in the sum of £2,000,000 pursuant to paragraph 6.4(a)(i) and Schedule 7 as a result of reduced operational performance during Operational Period 1A, the period beginning on the day after the last day of Operational Performance Period 1A until the first anniversary of the Operating Date;

"Operational Performance Period 3" means the period beginning on the day after the last day of Operational Performance Period 2A or Operational Performance Period 2B (as applicable) until the end of the Term;

"Planning Permissions" means all planning permission documents, including the conditions and associated legal obligations, granted by the London Borough of Newham, the London Borough of Greenwich and the London Thames Gateway Project Corporation and any and all other legally required planning permissions, building regulation consents, by-law approvals and other consents, licences and authorisations, required from any competent authority, statutory undertaker or person which are necessary for the construction and operation of the Air Line System during the Term;

"Post Games Grace Period" means a period of 7 days commencing on the day after the last day of the Games Period;

"Prohibited Act" means:

- (a) offering, giving or agreeing to give to any servant, agent, contractor or representative of a Public Sector Body any gift or consideration of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with a Public Sector Body; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with a Public Sector Body;

- (b) entering into this Contract or any contract with a Public Sector Body in connection with which commission has been paid or has been agreed to be paid by the Sponsor or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to DLRL;
- (c) committing any offence:
 - (i) under the Prevention of Corruption Acts 1889-1916;
 - (ii) under the Bribery Act 2010;
 - (iii) under any laws created in respect of fraudulent acts; or
 - (iv) at common law in respect of fraudulent acts in relation to this Contract or any other contract with a Public Sector Body; or
- (d) defrauding or attempting to defraud or conspiring to defraud a Public Sector Body;

"Prohibited 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 an association in the minds of members of the public) with any Games Body or the Games (including by reference to both the city of London and the year 2012), which has not been authorised by LOCOG or any other Games Body or which breaches any Applicable Requirements;

"Proposed Launch Date" means the date that DLRL intends the Air Line System to open for passenger services as a form of public transport;

"Protected Marks" means any trade marks, trade names, logos or other Intellectual Property Rights of any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, 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(s), 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 in the future) or by any other legislation enacted in relation to the Games;

"Public Sector Body" means all Ministers of the Crown, government departments, crown agencies and authorities, local authorities or similar public sector bodies and any body corporate owned or controlled by any of them (including for the avoidance of doubt DLRL);

"Reporting Period" means a period of approximately 28 days (as set out in the schedule of rail industry dates provided to the Sponsor by DLRL prior to signature of this Contract), provided that the first Reporting Period will be Operational Performance Period 1A or Operational Performance Period 1B (as applicable) and the second Reporting Period will start on the day after the last day of Operational Performance Period 1A or Operational Performance Period 1B (as applicable) and finish on a date notified by DLRL to match the schedule of rail industry dates referred to above (notwithstanding that the second and final Reporting Periods will be less than 28 days);

"Representative" means the DLRL Representative and the Sponsor Representative, as applicable;

"Run-Off Period" means the period from the date on which this Contract terminates or expires (as the case may be) until the end of the period referred to in clause 14.4;

"Scheme Logo" means the logo depicted in part III of schedule 5;

"Scheme Name" means Emirates Air Line, as depicted in part VII of schedule 5;

"Sponsor Additional Branding" means: (i) those words, logos, taglines, labels, images, design marks and/or combinations thereof; and (ii) those materials (including any marketing materials), photographs, footage (including any audio, visual and audio-visual footage) and advertisements (and all Intellectual Property Rights that subsist therein), in each case used by the Sponsor and/or any member of the Emirates Group which operates in the Brand Sector in connection with their services and/or products within the Brand Sector as may be notified by the Sponsor to DLRL in writing from time to time;

"Sponsor Brand Guidelines" means the guidelines relating to the use and treatment of Sponsor Intellectual Property, the current version of which has been provided by the Sponsor to DLRL prior to the date of this Contract as the same may be amended (subject to clause 4.6(d)) by the Sponsor from time to time notifying DLRL reasonably in advance of such amendment;

"Sponsor Change of Control" means if at any time after the date of this Contract a person (other than a person who forms part of or is owned directly or indirectly or who is under the Control of any member of the Emirates Group, the Government of Dubai and/or the Federal Government of the United Arab Emirates) obtains Control of the Sponsor;

"Sponsor Confidential Information" means the terms of this Contract and any information or data, including information relating to business operations or methods, procedures, policies, marketing, sales, promotions, performance, prices, know-how, technology, accounts, personnel, customers, suppliers, equipment, inventions, trade secrets or other information connected with the services provided or obtained by the Sponsor, whether written or oral and whether marked "confidential" or not, and which is disclosed by the Sponsor to DLRL pursuant to this Contract and is at the time of disclosure expressed by the Sponsor to be, or known (or ought reasonably to have been known) by DLRL to be confidential;

"Sponsor Default" means any of the events set out in clause 13.1;

"Sponsor Intellectual Property" means all Intellectual Property Rights that subsist in: (i) the Sponsor Trade Mark; (ii) the unregistered word mark "Emirates"; (iii) the Sponsor Additional Branding; and (iv) the Air Line Micro Site;

"Sponsor Intellectual Property Licence" means the licence granted by the Sponsor to DLRL pursuant to clause 9.4(a);

"Sponsor Pantone" means that shade of red commonly known as Pantone 186 which is used by the Sponsor in connection with the manufacture, marketing and supply of its products and services within the Brand Sector and which constitutes Sponsor Intellectual Property;

"Sponsor Representative" means the representative appointed by the Sponsor in accordance with clause 3.1;

"Sponsor Trade Mark" means the Sponsor's trade mark registered in the United Kingdom with number 237046 modified as depicted in the depiction of the Composite Logo with the stylised word "Fly" removed so as to comprise part of the Composite Logo as so depicted and as set out in part V of schedule 5;

"Sponsorship Payments" has the meaning given to it in clause 8.1(a);

"Sponsorship Period" means the period commencing on the Operating Date until the end of the Term;

"Sponsorship Rights" means the rights granted by DLRL to the Sponsor pursuant to the terms of this Contract including the naming rights, sponsorship rights, branding rights, promotion rights, publicity rights and ancillary rights as more particularly described in schedule 1;

"Station Name" means, in relation to the north station, "Emirates Royal Docks" and, in relation to the south station, "Emirates Greenwich Peninsula";

"Stations" means the north station located on the edge of the north-west corner of the Royal Victoria Dock and the south station located within the Greenwich Peninsula;

"Suitable Third Party" has the meaning set out in clause 16.6;

"Surviving Clauses" means clauses 1 (Definitions and Interpretation), 6.4(a)(v), 6.5 (Statements) for 1 (one) year following the end of the Term only, 7.1(b) (Statements) for 1 (one) year following the end of the Term only, 8 (Payment) other than clause 8.1, 9 (Intellectual Property), 11 (Indemnities), 12 (Limitation of Liability), 13.3(b), 13.4 (Savings), 14 (Consequences of Termination), 15 (Confidentiality), 17 (Freedom of Information), 18 (Data Transparency), 19 (Dispute Resolution) and 20 (General) and schedule 4 (Dispute Resolution Procedure);

"Term" has the meaning set out in clause 2.1;

"TfL" means Transport for London, a statutory corporation created under the Greater London Authority Act 1999, being the ultimate parent company of DLRL;

"TfL Group" means TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and reference to any "member of the TfL Group" shall refer to TfL or any such subsidiary;

"TfL Guidelines" means:

- (a) the TfL advertising policy, the current version of which is available at www.tfl.gov.uk/assets/downloads/businessandpartners/tfl-advertising-policy.pdf;
- (b) the TfL design standards, the current version of which is available at <http://www.tfl.gov.uk/corporate/media/12523.aspx>,

as the same may be amended by DLRL or TfL (subject to clause 4.6(c)) from time to time by DLRL notifying the Sponsor reasonably in advance of such amendment and provided that such amendments do not materially interfere with the Sponsor's ability to exercise or exploit the Sponsorship Rights; and

- (c) the Air Line Brand Guidelines;

"TfL Roundel" means TfL's device mark registered in the United Kingdom with numbers 1094664 (classes: 06, 16, 19, 21, 26, 28, 34) and 1321443 (class: 39) depicted in part IV of schedule 5;

"TfL Transport Network" means those services and facilities operated by or on behalf of TfL on which TfL has a right to regulate advertisements including, but not limited to, London Underground, London Buses, London Overground and the Docklands Light Railway and in relation to which the Sponsor has been granted Sponsorship Rights pursuant to paragraphs 1.1, 1.2 and 1.4 of schedule 1;

"TfL Website" means the website with address www.tfl.gov.uk and the relevant sub-pages thereof;

"Transparency Commitment" means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which DLRL is committed to publishing its contracts, tender documents and data from invoices received;

"Unsanctioned Change of Control" means a Change of Control if the person or company referred to in the definition of Change of Control is an Unsuitable Person (unless DLRL has provided prior approval following a request from the Sponsor, which DLRL may grant or withhold in its absolute discretion); and

"Unsuitable Person" means any person (other than a member of the Emirates Group or a person who forms part of or is owned directly or indirectly or who is under the Control of the Government of Dubai or the Federal Government of the United Arab Emirates) owned or controlled by a person or company which DLRL considers (acting reasonably):

- (a) may have a materially adverse effect upon the public perception of the Air Line System;
- (b) does not materially adhere to the Tfl Guidelines; or
- (c) is effectively controlled from a country which is, or who is otherwise, the subject of economic or security sanctions imposed by the United Kingdom (including sanctions which take the form of the prevention of the supply of goods or services to the country or restrictions on the freedom of movement of diplomats and/or consular personnel of the country) whether the sanctions are in full force or suspended.

1.2 Interpretation

In this Contract (including the recitals, schedules and appendices), except where expressly stated to the contrary or the context otherwise requires:

- (a) references to:
 - (i) a "clause", or "schedule" is to a clause or schedule to this Contract; and
 - (ii) a "paragraph" in a schedule is to a paragraph in that schedule; and
 - (iii) an "appendix" means an appendix to a schedule;
- (b) the headings to clauses and schedules are for convenience only and shall not affect the interpretation of this Contract;
- (c) reference to a statutory provision shall include a reference to:
 - (i) the statutory provision as modified or re-enacted or consolidated from time to time whether before or after the date of this Contract; and
 - (ii) any subordinate legislation made under the statutory provision whether before or after the date of this Contract;
- (d) reference to a "person" or "persons" includes bodies corporate, statutory bodies, unincorporated associations and partnerships and that person's or those persons' legal personal representatives, successors and permitted assigns;
- (e) a "party" means a party to this Contract and shall include its assignees and successors in title if and as permitted in accordance with this Contract (and a reference to "parties" shall be construed accordingly);

- (f) reference to this Contract or any other agreement or document includes permitted variations, amendments, replacements, novations or supplements to this Contract (including the schedules) and as the case may be, such other agreement or document;
- (g) words importing the singular number only shall include the plural number and vice versa;
- (h) words importing one gender shall include any other gender;
- (i) the words "include" and "including" are to be construed as meaning "including, without limitation"; and
- (j) references to this Contract include the recitals, schedules and appendices hereto.

2. **SPONSORSHIP PERIOD**

2.1 **Term**

This Contract and the rights and obligations of the parties contained herein shall take effect on the date of this Contract and (subject to any extension of this Contract pursuant to clause 2.2 and/or clause 4.4(b)(i)(B)(cc) and the provisions for early termination set out in this Contract) shall continue until it expires on the tenth (10th) anniversary of the Operating Date (the "**Term**").

2.2 **Renewal**

The Sponsor shall notify DLRL by no later than twelve (12) months before the expiry of the Term to confirm whether the Sponsor wishes to negotiate to renew this Contract and, if requested by the Sponsor, the parties shall in good faith enter into exclusive negotiations for a period of four (4) months from the date of such request to agree terms of the renewed sponsorship. If:

- (a) DLRL and the Sponsor have not agreed terms in writing by the expiry of such period; or
- (b) the Sponsor gives earlier notice to DLRL that it does not wish to renew this Contract (and in such event the Sponsor shall not unreasonably withhold or delay the giving of such notice),

then from the date on whichever of (a) or (b) above occurs first, DLRL may enter into negotiations with other potential sponsors (whether alongside or to the exclusion of the Sponsor).

Exclusive negotiations as referred to in this clause 2.2 means that DLRL shall not and shall procure that TfL shall not approach, solicit, discuss, or enter into any arrangement or agreement (whether oral or written) with any other person in relation to the possible grant of any rights which are the same as or materially similar to the rights granted to the Sponsor pursuant to the terms of this Contract until the expiry of the period described above.

2.3 **Expiration**

Subject to clause 2.2 above, with effect from the expiration of the Term DLRL and TfL shall be free to deliver rights which are the same as or materially similar to the Sponsorship Rights to any other person.

3. REPRESENTATIVES AND CONTRACT MANAGEMENT

3.1 Representatives

- (a) Each of DLRL and the Sponsor shall appoint a suitably skilled representative with full authority to liaise with the other party on its behalf in relation to the performance of the relevant party's obligations including in relation to the activation of the other party's rights and obligations under this Contract. The first Representative of each party shall be as set out in schedule 3. Each party may replace its Representative from time to time or appoint alternates with at least one week's notice to the other party.
- (b) Each party shall replace its Representative within a reasonable time if the other party acting reasonably and having given substantive reasons to the other party, requests that the other party does so.

3.2 Contract Management

The parties shall and shall procure that their respective Representative shall comply with schedule 3 (Contract Management) in respect of the management of this Contract. Both parties acknowledge and accept that the provisions of schedule 3 are intended to facilitate the manner in which each party assists the other in relation to activating the other party's rights under this Contract, save that anything which is agreed in writing between the Representatives pursuant to schedule 3 shall not constitute a variation to the terms of this Contract unless the provisions of clause 20.4(c) have also been complied with.

4. SPONSORSHIP RIGHTS

4.1 Grant of Rights

Subject to the terms and conditions of this Contract (including any restrictions or conditions set out in schedule 1) DLRL grants to the Sponsor, or shall procure that TfL shall grant to the Sponsor, the right to benefit from each of the Sponsorship Rights throughout the Term (or throughout the Sponsorship Period or for such shorter period if expressly stated in schedule 1).

4.2 Additional Rights

- (a) DLRL grants to the Sponsor, or shall procure that TfL shall grant to the Sponsor, the first right to negotiate with DLRL and TfL to acquire the following rights in accordance with the provisions of this clause 4.2:
 - (i) any items of branding inventory and/or sponsorship and/or advertising opportunities which relate to the Air Line System and which are controlled by DLRL and/or any member of the TfL Group and which become available during the Term (the "**Additional Inventory**"); and
 - (ii) any branding, advertising and/or sponsorship rights in relation to any additional cable car(s) which is/are constructed during the Term within the Greater London Area and which is/are controlled by DLRL or any member of the TfL Group (the "**Additional Rights**").
- (b) DLRL shall provide the Sponsor with full details of any Additional Inventory and/or Additional Rights prior to the same being notified to any other sponsors or potential sponsors of the Additional Inventory and/or Additional Rights (as applicable). Upon receipt of any such notice, the parties shall and DLRL shall procure that TfL shall exclusively negotiate the terms relating to the grant of any Additional Inventory and/or Additional Rights (as applicable) in good faith for a minimum of thirty (30) days.

- (c) If the parties cannot agree the terms on which the Sponsor shall acquire any Additional Inventory and/or Additional Rights (as applicable) within the applicable deadlines set out in clause 4.2(b), DLRL shall, and/or TfL shall, as applicable, be entitled to enter into negotiations with any other potential sponsor in relation to such rights and, subject to the buy-out right in clause 5.4, neither party shall be under any obligation to the other in respect of such rights.

4.3 **Reservation of Rights**

Subject to clause 5 below, all rights and opportunities not expressly granted or provided to the Sponsor by DLRL and/or TfL under this Contract are reserved by DLRL and/or TfL and may be exploited by DLRL and/or TfL in their absolute discretion. The Sponsor acknowledges and agrees that, unless expressly stated otherwise in this Contract, nothing shall operate to constrain or restrict DLRL's discretion as a public transport provider or to make operational decisions in respect of the Air Line System.

4.4 **Launch**

- (a) DLRL shall:
 - (i) promptly notify the Sponsor of any material delays in relation to the construction and completion of the Air Line System which would or be likely to prevent the Operating Date being 1 June 2012; and
 - (ii) notify the Sponsor of the Proposed Launch Date at least two (2) months prior to such date (the "**Launch Notice**").
- (b) If:
 - (i) the Proposed Launch Date is prior to the Critical Period but the Operating Date does not in fact occur prior to the Critical Period, DLRL shall promptly notify the Sponsor in writing either (such choice to be in DLRL's absolute discretion provided that once DLRL has made such choice it shall not alter its decision for any non-operational or non-safety reasons):
 - (A) that the Operating Date will be delayed until following the Critical Period and the Games Period, in which case the provisions of clause 4.4(c) shall apply; or
 - (B) that the Operating Date will occur during the Critical Period or the Games Period, in which case provided that the Operating Date does occur during the Critical Period or the Games Period:
 - (aa) to reflect the reduced supply of the Sponsorship Rights to the Sponsor, the next instalment of the Sponsorship Payments payable under schedule 2 shall be reduced by £2,000,000 or such lesser sum as the Sponsor shall determine in its absolute discretion if it believes that it has received a material part of its Sponsorship Rights notwithstanding that the Operating Date has fallen within the Critical Period or the Games Period;
 - (bb) the provisions of clause 4.4(c) shall apply; and
 - (cc) the term of the Sponsorship Period shall be extended by two (2) months and the Term shall be extended accordingly;
 - (ii) the Proposed Launch Date and the Operating Date fall within either the Critical Period or the Games Period, to reflect the reduced supply of the Sponsorship Rights to the Sponsor, the next instalment of the Sponsorship

Payments payable under schedule 2 shall be reduced by £2,000,000 or such lesser sum as the Sponsor shall determine in its absolute discretion if it believes that it has received a material part of its Sponsorship Rights notwithstanding that the Operating Date has fallen within the Critical Period or the Games Period;

- (iii) the Proposed Launch Date is prior to the Post Games Grace Period but the Operating Date occurs during the Post Games Grace Period, then the provisions of clause 4.4(c) shall apply;
- (iv) the Operating Date occurs after the Post Games Grace Period:
 - (A) to reflect the reduced supply of the Sponsorship Rights to the Sponsor, the next instalment of the Sponsorship Payments payable under schedule 2 shall be reduced by £28,365 for each day or part thereof from the day after the Post Games Grace Period until the day prior to the Operating Date; and
 - (B) if the Proposed Launch Date was prior to the end of the Post Games Grace Period the provisions of clause 4.4(c) shall apply;
- (v) at any time the Operating Date falls after the Proposed Launch Date, clause 4.4(c) shall apply,

provided that any reduction to the Sponsorship Payments pursuant to this clause 4.4 shall be proportionately reduced to the extent caused or contributed to by any delay to the Operating Date due to the Sponsor's breach, fault, negligence or changes to the Air Line System arising from the activation of the Sponsorship Rights (and for the avoidance of doubt the grant of the underlying Sponsorship Rights themselves as opposed to the activation of those Sponsorship Rights shall not cause or contribute to any such delay).

For the avoidance of doubt no reduction of the Sponsorship Payments shall occur in respect of the Operating Date unless it is specifically set out in this clause and, unless expressly set out in this Contract, the Sponsor shall have no other claim or remedy for delay or change to the Operating Date.

- (c) Where the provisions of this clause are expressly stated to apply:
 - (i) DLRL shall reimburse the Sponsor for any and all costs actually and properly incurred or committed by the Sponsor on an arms length basis relating to Launch Marketing between the date of the Launch Notice and the Notification Date provided that:
 - (A) DLRL shall in no circumstances be liable to reimburse the Sponsor for costs of more than £500,000 in aggregate;
 - (B) the Sponsor shall use its reasonable endeavours to mitigate any such costs; and
 - (C) reimbursement shall only be made in relation to costs to the extent the Sponsor has not received its full material benefit as a result of the change in planned operating date and for which the Sponsor will need to incur again in relation to any revised Operating Date;
 - (ii) the Sponsor agrees to invest all amounts reimbursed by DLRL in accordance with clause 4.4(c)(i)(A) in future publicity and marketing campaigns directly relating to the Air Line System on an open book basis and shall provide DLRL with reasonable evidence of such investment.

- (d) The parties acknowledge and agree that the Sponsorship Payments shall not be reduced pursuant to clauses 4.4(b)(i)(B)(aa) or 4.4(b)(ii) or 4.4(b)(iv) and/or DLRL shall not be required to reimburse the Sponsor in accordance with clause 4.4(c)(i) if and to the extent that any delay to the Operating Date has occurred as a direct result of a Force Majeure Event or as a direct result of high winds (as reasonably determined by DLRL exercising that degree of skill, care, diligence, prudence, foresight and practice which would ordinarily be expected of a provider of public transport services) provided that DLRL's maximum relief pursuant to this clause 4.4(d) in respect of the reduction in Sponsorship Payments in clauses 4.4(b)(i)(B)(aa) or 4.4(b)(ii) or 4.4(b)(iv) or any re-imburement in accordance with clause 4.4(c) shall be limited to the period during which such Force Majeure Event or such high winds actually delays the Operating Date, which period of relief shall in any event not exceed 7 days. Notwithstanding the foregoing DLRL shall use its reasonable endeavours to mitigate the effects of any such Force Majeure Event or high winds on the delay of the Operating Date.

4.5 **Planning Permissions and Applicable Requirements**

- (a) Subject to clause 4.5(b) below, the parties acknowledge that, without prejudice to the grant of the Sponsorship Rights by DLRL or TfL (as applicable) to the Sponsor pursuant to clause 4.1:
- (i) the manner or method by which the Sponsor intends to activate certain of the Sponsorship Rights (as opposed to the Sponsor's ability to exercise the underlying Sponsorship Rights themselves) may be subject to certain consents, approvals or permissions from certain applicable bodies; and
 - (ii) schedule 1 (Sponsorship Rights) sets out the allocation of risks, costs and responsibilities between the parties in relation to obtaining any such consents, approvals or permissions.
- (b) Where the Sponsor is expressly stated in schedule 1 as being responsible for obtaining such approval, consent or permission at its sole cost, DLRL shall at its own cost provide such assistance to the Sponsor at the Sponsor's request in relation to obtaining such consents, approvals or permissions which DLRL considers reasonable, provided that nothing in this clause 4.5(b) shall alter the allocation of risk, costs and responsibilities referred to in clause 4.5(a)(ii).

4.6 **Costs**

- (a) If and to the extent that an unforeseen cost arises in relation to the manner or method of the activation of a particular Sponsorship Right, which cost is not specified in schedule 1, such cost shall be borne by the party which has the obligation under schedule 1 for any costs connected with the activation of such right in such manner or using such method.
- (b) In the event that the Sponsor wishes to change the method by or manner in which it activates the Sponsorship Rights then the responsibility for any costs associated with such change shall be determined by the parties in accordance with the provisions of schedule 3 (Contract Management).
- (c) In the event that DLRL or TfL makes a change to the TfL Guidelines which requires the Sponsor to remove, change or replace any of the materials which it uses in connection with the activation of its Sponsorship Rights, DLRL shall notify the Sponsor and DLRL shall bear its own costs and all costs actually incurred by the Sponsor associated with such removal, change or replacement, subject to the Sponsor notifying DLRL of such costs in advance.

- (d) In the event that the Sponsor makes a change to the Sponsor Brand Guidelines which requires DLRL to remove, change or replace any of the materials which it uses in connection with the activation of the Sponsorship Rights on behalf of the Sponsor, the Sponsor shall bear its own costs and all costs actually incurred by DLRL or TfL associated with such removal, change or replacement, subject to DLRL notifying the Sponsor of such costs in advance.

5. **EXCLUSIVITY**

5.1 **Title Sponsor**

DLRL shall not, and shall procure that TfL shall not, grant or provide rights during the Term to any other person or permit any other person to benefit from any rights during such period which, when taken as a whole, might reasonably be deemed to be the same or materially similar or more favourable to such other person as the Sponsorship Rights granted to the Sponsor pursuant to this Contract.

5.2 **Exclusive Naming Rights**

Without prejudice to the provisions of schedule 1, DLRL grants, and shall procure that TfL shall grant, the right for the Sponsor to be the exclusive naming rights sponsor of the Air Line System during the Term and acknowledges that the Sponsor shall in any event have overall primacy in terms of visibility and branding on the Air Line System when taken as a whole, provided that this clause shall not restrict the presence of DLRL or TfL logos or branding on the Air Line System as required in their capacities as public transport bodies. In addition, where in schedule 1 a Sponsorship Right is stated as being "Exclusive", DLRL shall not, and shall procure that TfL shall not, grant to any other person or itself exercise the same or similar rights in relation to the Air Line System or any part of it provided that the Sponsor acknowledges that nothing shall prevent DLRL or TfL from themselves exercising a Sponsorship Right solely to the extent necessary to carry out its standard function as a public transport body (including using the relevant Sponsorship Rights for directional and way finder purposes on the TfL Transport Network).

5.3 **Category Exclusivity**

Subject to the provisions of clause 4.2 and the other provisions of this clause 5 the Sponsor acknowledges and agrees that DLRL and/or TfL may enter into agreements with third parties pursuant to which such third parties may be granted sponsorship rights in relation to the Air Line System provided always that such third parties are not Competitors and provided further that neither DLRL or TfL grants such third parties any branding or naming rights in relation to the Air Line System or any part of it or any other rights which would or might suggest that such other person has a level of sponsorship in relation to the Air Line System which is the same as or materially similar to the Sponsor.

5.4 **Number of Sponsors**

In order to maintain the value of the Sponsorship Rights granted to the Sponsor pursuant to this Contract DLRL shall not, and shall procure that TfL shall not, at any one time during the Term have more than four (4) official sponsors and/or commercial partners (which for the avoidance of doubt shall not include tenants or occupiers of the retail spaces at the Stations) of the Air Line System other than the Sponsor. Without prejudice to the foregoing:

- (a) DLRL shall in advance consult with and provide and procure that TfL shall consult with and provide the Sponsor with reasonable details in writing regarding the rights being granted to, and the fees being paid or benefits-in-kind being supplied by, such proposed sponsor or commercial partner in respect of such rights; and

- (b) prior to entering into any agreement with any such proposed sponsor or commercial partner, offer the Sponsor the right to purchase such rights for the same value as the proposed sponsor or commercial partner (or materially the same value where the rights are being granted in consideration for benefits-in-kind) and, if the Sponsor agrees to pay such equivalent value to DLRL in respect of such rights, DLRL shall grant to the Sponsor such rights, or shall procure that TfL shall grant to the Sponsor such rights, which rights shall be subject to the terms and conditions of this Contract (unless otherwise agreed by the parties) and DLRL shall not and shall procure that TfL shall not grant such rights to the proposed sponsor or commercial partner.

6. OBLIGATIONS OF DLRL

6.1 Public Relations, Promotion and Marketing

- (a) DLRL shall or shall procure that TfL shall spend at least £500,000 in aggregate over the Term (or pro rata if this Contract terminates before the end of the Term) in respect of advertising, promotion, public relations and marketing of the Air Line System which the parties agree may include value in kind items (at commercially reasonable rates) and which includes expenditure relating to events described in paragraph 7.2 of schedule 1 and DLRL shall provide the Sponsor with reasonable evidence of such spending.
- (b) DLRL will ensure that all informational materials used or issued by DLRL or TfL in connection with the Air Line System and all advertising, merchandising and marketing activities undertaken by DLRL or TfL in connection with the Air Line System comply with all Applicable Requirements relating to truth in advertising and fair trade practices.

6.2 Design and Construction

DLRL shall procure that the Air Line Contractor (or any replacement to it):

- (a) shall observe and comply with all Applicable Requirements and Good Industry Practice when constructing the Air Line System;
- (b) shall obtain any necessary approvals, certificates or licences to ensure that the Air Line System can commence operation safely and in accordance with all Applicable Requirements;
- (c) takes all measures necessary to protect people and property when constructing the Air Line System;
- (d) shall ensure that all goods, and materials used for or incorporated in the Air Line System:
 - (i) are of good and merchantable quality and suitable for use or incorporation in the Air Line System; and
 - (ii) meet the requirements of all relevant Applicable Requirements; and
- (e) shall ensure that all aspects of the Air Line System are the subject of appropriate quality management systems.

6.3 Operational Obligations

- (a) From the Operating Date until the end of the Term DLRL shall operate (or procure the operation of) the Air Line System to the following minimum timetable on every day of each year except Christmas Day, provided that nothing in this clause shall

restrict DLRL's ability to operate (or procure the operation of) the Air Line System for a longer timetable in its absolute discretion:

- (i) Monday to Friday between 07.00 and 20.00;
- (ii) Saturday between 08.00 and 20.00;
- (iii) Sunday and public bank holidays between 10.00 and 20.00,

except in the following circumstances:

- (A) planned shutdowns for maintenance (up to a maximum of seven (7) Business Days in any rolling twelve (12) month period);
 - (B) closure at the request of the Port of London Authority to allow the passing of large vessels provided that DLRL will make the Air Line System operational and ready to re-commence regular passenger services as soon as practicable once such request has ended;
 - (C) closure due to the concern of lightning strikes or high winds (as reasonably determined by DLRL exercising that degree of skill, care, diligence, prudence, foresight and practice which would ordinarily be expected of a provider of public transport services) provided that DLRL will make the Air Line System operational and ready to re-commence regular passenger services once such events have ended but in making such decision DLRL shall be entitled to take account of weather forecasts and have regard to reasonable reputational, operational and safety considerations;
 - (D) closure due to the effects of any other Force Majeure Event, which closure shall only be for so long as DLRL cannot safely operate the Air Line System due to such Force Majeure Event;
 - (E) closure required for the purposes of activating any of the Sponsorship Rights as agreed in accordance with schedule 3; and
 - (F) without prejudice to the Sponsor's rights in paragraphs 3.1 and 4.5 of schedule 1, closure required in order to debrand or rebrand the Air Line System in accordance with clause 9.11.
- (b) Following the date which is 6 months after the Operating Date the parties shall meet to discuss the timetable in clause 6.3(a). Following such meeting DLRL may propose altering the timetable to take account of passenger demand and seasonal fluctuations. The Sponsor shall (acting reasonably) notify DLRL whether it agrees with such proposal, provided that it shall accept and agree to such proposal if the annual aggregate hours of operation is not materially lower than those set out in clause 6.3(a). If the change of the base hours of operation is agreed or determined in accordance with this clause 6.3(b), the timetable shall be adjusted accordingly. If the Sponsor does not agree with DLRL's proposal the parties shall use reasonable endeavours to agree a mutually acceptable timetable adjustment.
- (c) DLRL shall notify the Sponsor in the event that the Air Line System is not operational continuously for a period of twenty four (24) hours or more within the prescribed minimum timetable hours set out in clause 6.3(a).
- (d) DLRL shall ensure that the Air Line System is operated and maintained throughout the Sponsorship Period in compliance with all Applicable Requirements and Good Industry Practice.

- (e) DLRL shall maintain accurate written records of the operations of the Air Line System which are sufficiently detailed to enable the Sponsor to verify the calculations set out in clause 6.4 below and shall within a reasonable period of time following the end of each Reporting Period provide the Sponsor with such records relating to that Reporting Period.

6.4 Performance Regime

- (a) If in any Reporting Period:

$$AHO/(MHO - PC) \times 100 < 97\%$$

where:

- AHO = the aggregate hours of actual passenger operation with a minimum of 20 passenger gondolas in operation in the relevant Reporting Period which may for the avoidance of doubt be greater than MHO and result in an overall figure of more than 100 per cent (100%);
- MHO = the aggregate minimum hours of operation in a Reporting Period as set out in clause 6.3(a)(i) – (iii);
- PC = the aggregate hours of non-operation in the Reporting Period arising from any of the circumstances set out in clause 6.3(a)(A) – (F),

then DLRL shall within seven (7) days propose a substituted right of commensurate value (which shall not include an extension of the Term) or increased marketing spend (as such value would be calculated in accordance with (i) – (v) below as applicable) and the parties shall act reasonably in seeking to agree such substituted right or increased marketing spend within fourteen (14) days. If no agreement is reached, then in respect of any such Reporting Period, and to reflect the reduced supply of the Sponsorship Rights to the Sponsor during such Reporting Period:

- (i) during Operational Performance Period 1A (if applicable), the next instalment of the Sponsorship Payments shall be reduced by the amount corresponding to the actual percentage of performance operation for that Operational Performance Period as set out in the relevant column of Schedule 7;
- (ii) during Operational Performance Period 1B (if applicable), the next instalment of the Sponsorship Payments shall be reduced by the amount corresponding to the actual percentage of performance operation for that Operational Performance Period as set out in the relevant column in Schedule 7;
- (iii) during Operational Performance Period 2A (if applicable), the next instalment of the Sponsorship Payments shall be reduced by the amount corresponding to the actual percentage of performance operation for that Operational Performance Period as set out in the relevant column in Schedule 7;
- (iv) during Operational Performance Period 2B (if applicable), the next instalment of the Sponsorship Payments shall be reduced by the amount corresponding to the actual percentage of performance operation for that Operational Performance Period as set out in relevant column in Schedule 7;
- (v) during Operational Performance Period 3 (if applicable), the next instalment of the Sponsorship Payments shall be reduced by the amount corresponding

to the actual percentage of performance operation for that Operational Performance Period as set out in the relevant column in Schedule 7 (and in respect of any Reporting Periods during the last twelve (12) months of the Term, DLRL shall following the termination (howsoever arising) or expiry of this Contract make a repayment of any amounts due in respect of such Reporting Periods (and issue a credit note for VAT purposes, if applicable, in respect of such amounts)),

and all percentages calculated in accordance with this clause 6.4 shall be rounded to the nearest whole number.

- (b) Except as expressly set out in clause 13, the Sponsor's sole remedy in relation to the levels of operational performance of the Air Line System shall be the right to have a reduction in the Sponsorship Payments in accordance with clause 6.4(a).

6.5 **Statements**

DLRL shall not, and shall procure that none of TfL, each member of the TfL Group, the Air Line Contractor (whilst it remains the operator of the Air Line System, and thereafter any replacement to it) and any other sub-contractor and none of its and their respective directors, senior staff and official spokespeople acting in the course of his/her employment shall make any statement in connection with the subject matter of this Contract that is disparaging or defamatory of the Sponsor, any member of the Emirates Group or any person forming part of the Government of Dubai and/or the Federal Government of the United Arab Emirates or any member of any of the Royal Families of the United Arab Emirates.

7. **OBLIGATIONS OF THE SPONSOR**

7.1 (a) **Promotion and Marketing**

The Sponsor will ensure that all informational materials used or issued by the Sponsor in connection with the Air Line System and all advertising, merchandising and marketing activities undertaken by the Sponsor in connection with the Air Line System comply with all Applicable Requirements relating to truth in advertising and fair trade practices.

(b) **Statements**

The Sponsor shall not make any statement that is disparaging or defamatory of DLRL, TfL, the Mayor of London or the Air Line Contractor (whilst it remains the operator of the Air Line System, and thereafter, any replacement operator to it) in connection with the subject matter of this Contract.

8. **PAYMENT**

8.1 **Consideration**

In consideration of the grant of the Sponsorship Rights and other rights granted to the Sponsor under this Contract and subject to the terms and conditions of this Contract the Sponsor will pay to DLRL:

- (a) the amounts set out in schedule 2, as adjusted pursuant to clauses 4.4 and 6.4 (the "**Sponsorship Payments**"), shall be due and payable on the dates set out therein; and
- (b) any other amounts for which the Sponsor is expressly stated to be or become responsible pursuant to schedule 1 (the "**Additional Payments**"),

in accordance with this clause 8.

8.2 **Payment Procedure**

- (a) DLRL shall issue a valid invoice to the Sponsor:
 - (i) in respect of each instalment of the Sponsorship Payments no sooner than thirty (30) days prior to the date when each instalment becomes due and payable as set out in schedule 2;
 - (ii) in respect of the Additional Payments, at the end of the month to which such payments relate.
- (b) The Sponsor will pay:
 - (i) the relevant instalment of the Sponsorship Payment to DLRL no later than thirty (30) days after it is due or thirty (30) days after the invoice date (whichever is later);
 - (ii) the Additional Payments within thirty (30) days following its receipt of a valid invoice under clause 8.2(a)(ii),

which payments shall be in sterling and be paid into an account notified to the Sponsor by DLRL.

8.3 **VAT**

- (a) The Sponsorship Payments and all other sums due from one party to the other under this Contract are exclusive of VAT. Any VAT shall be charged in accordance with the relevant regulation in force at the time of making the taxable supply and shall be paid by the paying party following receipt from the billing party of a valid VAT invoice.
- (b) The Sponsor warrants to DLRL that, so far as it is aware, any taxable supplies made to it pursuant to this Contract are not provided to nor do they relate to any fixed establishment of the Sponsor located in a member state of the European Union.
- (c) In the event that HMRC determines that VAT is payable in respect of any supplies made to the Sponsor pursuant to this Contract, then the Sponsor shall pay any applicable VAT (together with any interest payable to HMRC in relation thereto) to DLRL in respect of those instalments of the Sponsorship Payments and those other sums payable by it under this Contract to which such determination relates. DLRL acknowledges and agrees that the provisions of this clause 8.3(c) represents its only remedy against the Sponsor in the event that the Sponsor is in breach of clause 8.3(b) and that in the event that HMRC makes any claim for penalties, surcharges and/or fines against DLRL in connection with such determination then DLRL shall be solely responsible for paying such penalties, surcharges and/or fines.

8.4 **Late Payments**

- (a) Subject as provided in clause 8.4(b), any amount properly due from either party to the other pursuant to this Contract and which remains unpaid fifteen (15) Business Days after the date when payment becomes due shall bear interest at the Default Rate, such interest to accrue from day to day and be compounded monthly from and including the date when payment was due up to and excluding the date of actual payment.

- (b) Interest shall accrue in respect of amounts determined to be payable by a decision of the Dispute Resolution Procedure from the date referred to under 8.4(a) above on which interest becomes payable in respect of the original underpayment or overpayment as the case may be.

9. INTELLECTUAL PROPERTY

9.1 Ownership

- (a) Save to the extent expressly set out in this clause 9, nothing in this Contract will operate to transfer, nor to grant any right or interest in or to, any Intellectual Property Rights of one party to the other party.
- (b) Save to the extent expressly set out in this clause 9, all Intellectual Property Rights developed or created by a party, or on behalf of a party, in the course of such party exercising its rights and/or performing its obligations under this Contract will belong to such party.

9.2 The Core Name, the Air Line Roundel and the Sponsor Pantone

- (a) All Intellectual Property Rights on and to:
 - (i) the Air Line Roundel; and
 - (ii) the Core Name; and
 - (iii) the Scheme Logowill belong to DLRL, and the Sponsor will do, at DLRL's reasonable cost, all such things as may, from time to time, be necessary to give effect to this clause 9.2(a).
- (b) The Sponsor shall not use, nor permit or purport to permit any other person to use, the Core Name other than in accordance with this Contract; nor shall it use, nor permit or purport to permit any other person to use, the Core Name, in relation to any cable car in the Greater London Area unless the Sponsor is granted such right to do so pursuant to clause 4.2.
- (c) DLRL shall not and shall procure that TfL does not take any steps to prevent the Sponsor and each member of the Emirates Group from using the words "Air Line" (but not in the New Johnston font of the Core Name) and/or the Scheme Name at any time whether during the Term or afterwards in relation to: (i) any sponsorship or involvement in relation to any cable car (which may be the same as or materially similar to the Air Line System) anywhere outside the Greater London Area; and/or (ii) in relation to any aspect of its business interests within the Brand Sector or otherwise in a descriptive context, or for commercial purposes or otherwise anywhere in the world.
- (d) DLRL hereby confirms that it is TfL's current intention to apply to register the Core Name, the Air Line Roundel and the Scheme Logo as UK registered trade marks in classes 9, 16, 25, 26, 28, 35, 36, 39 and 43 (the "**Applications**"). The parties agree that such application (and the cost of opposing any challenges to the Applications) shall be at TfL's sole cost and expense.
- (e) For a period of two (2) years from the date of termination (however arising) or expiry of this Contract, DLRL shall not, and shall procure that TfL and any member of the TfL Group shall not, grant the right to, or permit any Competitor to use or be associated with the Sponsor Pantone (including as part of the Air Line Roundel, Scheme Name or Scheme Logo) in connection with the Air Line System. The parties acknowledge and agree that this shall not prevent DLRL, TfL or any

member of the TfL Group from using such Sponsor Pantone during such period on any TfL Transport Network map provided that such use is not in conjunction with, or in juxtaposition to, any Competitor.

- (f) In the event that TfL faces any challenge to any applications DLRL may make to register any of the Air Line Roundel, Core Name or Scheme Logo as UK registered trade marks, DLRL shall procure that TfL shall promptly notify the Sponsor of the same and consult with the Sponsor as to the most appropriate course of action (and shall take into account the Sponsor's reasonable suggestions). In the event that TfL successfully registers those applications as UK registered trade marks (the "**Registrations**"), then TfL shall promptly notify the Sponsor in writing giving full particulars if any of the following matters come to its attention:
- (i) any actual, suspected or threatened infringement of the Registration;
 - (ii) any actual or threatened claim that any of the Registration is invalid or liable to be revoked;
 - (iii) any actual or threatened opposition to the Registration;
 - (iv) any claim made or threatened that use of the Registration infringes the rights of any third party; and
 - (v) any other form of attack, charge or claim to which the Registration may be subject.

9.3 Licence by DLRL

- (a) DLRL hereby grants to the Sponsor, or shall procure the grant to the Sponsor of (as the case may be) a non-exclusive, royalty free licence to use, throughout the Term:
- (i) the Air Line Roundel;
 - (ii) the Core Name as part of the Scheme Name; and
 - (iii) the Scheme Logo as part of the Composite Logo,
- in connection with: (i) the exercise of the Sponsorship Rights; and (ii) reasonable marketing, PR and publicity relating to the Sponsor's involvement in the Air Line System; and
- (iv) the words DLRL, Transport for London and the Mayor of London to enable the Sponsor to carry out its obligations under clause 20.1,
- in each case under DLRL's rights therein and subject to the terms and conditions of this clause 9.
- (b) The Sponsor will and will require that its authorised sub-licensees will, in using the Air Line Roundel, Scheme Name and Composite Logo (or one or more of them, as expressly stated below):
- (i) only use the same for the purposes permitted in accordance with this Contract;
 - (ii) comply with the TfL Guidelines and otherwise observe any other reasonable written directions or guidelines given by DLRL to the Sponsor in writing reasonably in advance as to the colours and sizes of the representations thereof and their manner and disposition on the materials on which they are

used (including cable cars), provided always that the Sponsor's ability to exercise the Sponsorship Rights is not materially affected by such guidelines;

- (iii) ensure that all products and services marketed or provided by the Sponsor under or by reference to the Air Line Roundel, Composite Logo and/or Scheme Name comply with the specifications and standards of quality (including in relation to their manufacture, materials used, workmanship and design, packaging and storage) set by DLRL from time to time and with standards no less than the same high standards of quality that have been maintained by DLRL or TfL and their Affiliates or licensees prior to the date hereof in connection with comparable products and services, as applicable, and provided that all such products and services comply with all legal and regulatory requirements;
 - (iv) if and to the extent used in any merchandising, accompany them with wording or signage, as may be reasonably specified by DLRL or TfL from time to time, to show that they are registered trade marks (or, as the case may be, trade marks) used by the Sponsor with the permission of DLRL and TfL and comply with any Applicable Requirements requiring any other reference to be used in relation to the Air Line Roundel, Composite Logo and/or the Scheme Name provided that such wording or signage is proportionate to the actual dimensions of the relevant branding on which such Air Line Roundel, Composite Logo and/or Scheme Name appears;
 - (v) if and to the extent used in any merchandising, unless DLRL specifies otherwise, submit designs for all products manufactured or marketed under or by reference to the Air Line Roundel, Composite Logo and/or Scheme Name to DLRL for approval as to the manner and the context of the intended use thereof, before use, and not use the same until DLRL has approved the same (such approval not be unreasonably withheld or delayed);
 - (vi) not represent that it has title in, or any right of ownership to, any of the Air Line Roundel or Core Name; and
 - (vii) do so at all times in keeping with, and seeking to maintain the distinctiveness and reputation of the Air Line Roundel, Composite Logo and Scheme Name as reasonably determined by DLRL, and as soon as reasonably practicable cease any use not consistent therewith as DLRL may reasonably require from time to time.
- (c) The Sponsor will not:
- (i) use the Air Line Roundel, Composite Logo, Core Name, Scheme Name, or any other DLRL Intellectual Property, other than as provided in this clause 9 or as set out in Schedule 1;
 - (ii) use as, or as part of, any trade mark or name, including any corporate or trading name or domain name, any sign which is confusingly similar to the Air Line Roundel or the Composite Logo or any mark or name the use of which by the Sponsor would constitute passing-off in relation to the businesses of DLRL and/or TfL, although nothing in this clause 9 shall prevent the Sponsor from using for any purpose whatsoever the Sponsor Trade Mark or any other Sponsor Intellectual Property;
 - (iii) do, or permit to be done, any act or thing which in any way impairs the rights of DLRL in that part of each of the Core Name or the Air Line Roundel,

or that part of the Composite Logo and Scheme Name which constitutes either of them, or which invalidates the registration of any of them (if registered); or

- (iv) without prejudice to the right, title and ownership of the Sponsor in the Sponsor Intellectual Property, represent that it has title in, or any right of ownership to, those parts of the Scheme Name and Composite Logo that comprise the Air Line Roundel or Core Name.
- (d) The Sponsor will not sub-license or assign the DLRL Intellectual Property Licence, in whole or part, except that the Sponsor may sub-license the DLRL Intellectual Property Licence to such of its employees, sub-contractors and agents the extent necessary to exercise and/or activate the Sponsorship Rights in accordance with this Contract and provided that the Sponsor:
 - (i) imposes terms equivalent to those of clauses 9.3(b) and (c) on the sub-licensees;
 - (ii) remains liable for any conduct by the sub-licensee which, were the sub-licensee a party to this Contract in place of the Sponsor, would be a breach of this clause 9; and
 - (iii) in no event sub-licenses the DLRL Intellectual Property Licence to any Unsuitable Person.
- (e) The Sponsor's use of the Air Line Roundel, the Scheme Logo in the Composite Logo and the Core Name in the Scheme Name will be for DLRL's benefit and any and all goodwill accrued to the Sponsor by its use thereof will accrue to and be held in trust by the Sponsor for DLRL, and the Sponsor will assign such goodwill to DLRL on request (and, to the extent possible, does hereby so assign the same by way of future assignment), all of which assignment shall be at DLRL's reasonable cost.
- (f) Any and all goodwill accrued to the Sponsor by its use of the Sponsor Trade Mark within the Composite Logo, Scheme Name and Station Names will accrue to the Sponsor.
- (g) The Sponsor has no right, title or interest in or to the Air Line Roundel, the Core Name or the Scheme Logo or, subject to clause 9.3(h), the Scheme Name and the Composite Logo, save as set out in this Contract.
- (h) Clause 9.3(g) is without prejudice to any rights of the Sponsor in the Sponsor Trade Mark.
- (i) DLRL and TfL will, as the Sponsor may request from time to time (including by signing any necessary documents) and at no cost to DLRL or TfL, assist to record the Sponsor and/or each permitted sub-licensee under the DLRL Intellectual Property Licence as a licensee under the DLRL Intellectual Property Licence, and on termination of this Contract (or the termination of any applicable Run-Off Period) to record its cancellation on any register.

9.4 **Licence by the Sponsor**

- (a) The Sponsor hereby grants to DLRL a non-exclusive, royalty free licence throughout the Term to use:
 - (i) the Sponsor Trade Mark, including as part of the Composite Logo, in the form set out in part VI of schedule 5;

- (ii) the word mark "Emirates", including as part of the Station Names and the Scheme Name;
- (iii) the Sponsor Additional Branding; and
- (iv) the Sponsor's URL for the purposes of hyperlinking from the TfL Website to the Air Line Micro Site,

solely in order for DLRL to comply with its obligations under this Contract and to activate the Sponsorship Rights on behalf of the Sponsor, in each case under the Sponsor's rights therein and subject to the terms and conditions of this clause 9.

- (b) DLRL will, and will require that its authorised sub-licensees will, in using any of the Sponsor Intellectual Property (including as part of the Composite Logo, Scheme Name and Station Names):
 - (i) only use the same for the purposes permitted in accordance with this Contract;
 - (ii) comply with the Sponsor Brand Guidelines and Air Line Brand Guidelines and otherwise observe any other reasonable written directions or guidelines given by the Sponsor to DLRL reasonably in advance as to the colours and sizes of the representations thereof and their manner and disposition on the materials on which they are used (including cable cars);
 - (iii) if and to the extent used in any merchandising, accompany it with wording, as may be reasonably specified by the Sponsor from time to time, to show that it is a registered trade mark (or, as the case may be, trade mark) used by DLRL with the permission of the Sponsor, and comply with any Applicable Requirements requiring any other reference to be used in relation to the Sponsor Intellectual Property;
 - (iv) submit drafts of all materials produced by or on behalf of DLRL which constitute, contain or embody any Sponsor Intellectual Property for approval as to the manner and the context of the intended use thereof, before use, and not use the same until the Sponsor has approved the same (such approval not be unreasonably withheld or delayed);
 - (v) not represent that it has title in, or any right of ownership to, any of the Sponsor Intellectual Property; and
 - (vi) do so at all times in keeping with, and seeking to maintain the distinctiveness and reputation of the Sponsor Intellectual Property as reasonably determined by the Sponsor, and as soon as reasonably practicable cease any use not consistent therewith as the Sponsor may reasonably require from time to time.
- (c) Any use by DLRL or its authorised sub-licensees of the Sponsor Intellectual Property, including as part of the Composite Logo, Scheme Name and Station Names, will be for the Sponsor's benefit and any and all goodwill accrued to DLRL by its use thereof will accrue to, and be held in trust by DLRL for, the Sponsor, and DLRL will assign such goodwill to the Sponsor on request (and, to the extent possible, does hereby so assign the same by way of future assignment), all of which assignment shall be at the Sponsor's reasonable cost.
- (d) DLRL will not:
 - (i) use the Sponsor Intellectual Property other than as provided in this clause 9 or as set out in schedule 1;

- (ii) use as, or as part of, any trade mark or name, including any corporate or trading name or domain name any sign which is confusingly similar to the Sponsor Intellectual Property or any mark or name the use of which by DLRL would constitute passing-off in relation to the business of the Sponsor and/or the Emirates Group although nothing in this clause shall prevent DLRL from using for any purpose whatsoever the Air Line Roundel or Core Name, or any other DLRL Intellectual Property;
 - (iii) do, or permit to be done, any act or thing which in any way impairs the rights of the Sponsor in the Sponsor Intellectual Property, or that part of the Composite Logo, Scheme Name and Station Names which constitutes Sponsor Intellectual Property, or which invalidates the registration of any of them (if registered); and
 - (iv) without prejudice to the right, title and ownership of DLRL in the Air Line Roundel, Core Name and Scheme Logo or any other DLRL Intellectual Property, represent that it has title in, or any right of ownership to, any part of the Composite Logo, Scheme Name or Station Names which constitutes Sponsor Intellectual Property.
- (e) DLRL will not sub-license or assign the Sponsor Intellectual Property Licence, in whole or part, except that DLRL may sub-license the Sponsor Intellectual Property Licence to such of its employees, sub-contractors and agents to the extent necessary to comply with its obligations under this Contract or to activate the Sponsorship Rights on behalf of the Sponsor in accordance with this Contract and provided that DLRL:
- (i) imposes terms equivalent to those of clauses 9.4(b), (c) and (d) on the sub-licences;
 - (ii) remains liable for any conduct by the sub-licensee which, were the sub-licensee a party to this Contract in place of DLRL, would be a breach of this clause 9; and
 - (iii) in no event sub-licenses the Sponsor Intellectual Property Licence to any Conflicting Person.
- (f) DLRL's use of that part of the Composite Logo, the Scheme Name and the Station Names which constitutes Sponsor Intellectual Property will be for the Sponsor's benefit and any and all goodwill accrued to DLRL by its use thereof will accrue to and be held in trust by DLRL for the Sponsor, and DLRL will assign such goodwill to the Sponsor on request (and, to the extent possible, does hereby so assign the same by way of future assignment), all of which assignment shall be at the Sponsor's reasonable cost.
- (g) Any and all goodwill accrued to DLRL by its use of the Air Line Roundel within the Composite Logo, or the Core Name, in the Scheme Name and the Station Names, will accrue to DLRL.
- (h) DLRL has no right, title or interest in or to the Sponsor Intellectual Property save as set out in this Contract.
- (i) Clause 9.4(h) is without prejudice to any rights of DLRL in the Air Line Roundel, Core Name, or the other DLRL Intellectual Property.
- (j) The Sponsor will assist DLRL, as it may request from time to time (including by signing any necessary documents) and at no cost to the Sponsor, to record DLRL and/or each permitted sub-licensee under the Sponsor Intellectual Property Licence as a licensee under the Sponsor Intellectual Property Licence, and on termination

of this Contract (or the termination of any applicable Run-Off Period) to record its cancellation on any register.

9.5 **Registration**

- (a) The Sponsor will not register, nor seek to register, as a trade mark, in any jurisdiction, or as a domain name, any sign identical with or confusingly similar to the Air Line Roundel, the Core Name or the Composite Logo.
- (b) DLRL will not register, nor seek to register, as a trade mark the Composite Logo, the Scheme Name or any Sponsor Intellectual Property.
- (c) This Contract imposes no obligation on DLRL or the Sponsor to obtain or maintain any trade mark or domain name registration.
- (d) Each party will, on request, give to the other party or its Representative any information as to its use of the Air Line Roundel, Core Name, Composite Logo, the Scheme Name or Station Names as the other party may reasonably request from time to time, and will render any assistance reasonably required by the other party (at the other party's sole cost) in obtaining and maintaining registrations for the same where such registrations by such other party are not prohibited by this contract.

9.6 **Enforcement**

- (a) Subject to clause 9.6(b), the Sponsor has no right to enforce, nor will it purport or attempt to enforce, any registration of any of the Air Line Roundel, Core Name, Composite Logo or Scheme Name, or take, or purport or attempt to take, any action for passing-off in relation to any of them, and section 30 of the Trade Marks Act 1994 does not apply to the DLRL Intellectual Property Licence.
- (b) Clause 9.6(a) does not affect the Sponsor's right to enforce, or to take any action for passing-off in relation to, the Sponsor Intellectual Property.
- (c) The Sponsor will, at the request of DLRL, give reasonable co-operation to DLRL at DLRL's sole cost in any action, claim or proceedings brought or threatened in respect of the Air Line Roundel, Core Name, Composite Logo or Scheme Name. Each party shall notify the other as soon as reasonably practicable on becoming aware of any infringement or unauthorised use by any person of the Composite Logo or Scheme Name and shall consult (each acting in good faith) as to the appropriate action to be taken in respect of such infringement or unauthorised use.
- (d) Subject to clause 9.6(e), DLRL has no right to enforce, nor will it purport or attempt to enforce, any registration of any of the Sponsor Trade Mark, or take, or purport or attempt to take, any action for passing off in relation to it, without the prior written approval of the Sponsor.
- (e) Clause 9.6(d) does not affect DLRL's right to enforce, or to take any action for passing off in relation to, Air Line Roundel, Core Name or the other DLRL Intellectual Property.
- (f) DLRL will, at the request of the Sponsor, give reasonable co-operation to the Sponsor at the Sponsor's sole cost in any action, claim or proceedings brought or threatened in respect of any Sponsor Intellectual Property which is used in relation to the activation of the Sponsorship Rights.

9.7 **Termination**

On termination or expiry of this Contract, for whatever reason, and without prejudice to the Sponsor's rights in the Sponsor Intellectual Property and DLRL's rights in the DLRL Intellectual Property, the DLRL Intellectual Property Licence and the Sponsor Intellectual Property Licence will terminate and neither the Sponsor nor DLRL will have any further right to use the Composite Logo or Scheme Name or the Intellectual Property Rights of the other party.

9.8 Indemnities

- (a) The Sponsor will indemnify, and keep indemnified, DLRL, TfL, the Air Line Contractor, and their officers, employees and sub-contractors from and against any and all claims, damage, losses, costs and expenses (including reasonable legal and other professional fees) arising, directly or indirectly, out of or in connection with:
 - (i) any third party claim that DLRL's use of the Sponsor Intellectual Property in accordance with the terms of this Contract infringes the rights of any other person (save, in relation to Scheme Name or the Composite Logo, to the extent that such infringement arises as a result of an element of the Scheme Name or the Composite Logo (as applicable) which comprises any DLRL Intellectual Property); and
 - (ii) any use of the DLRL Intellectual Property by the Sponsor or its sub-licensees other than in accordance with the terms of this Contract.
- (b) DLRL will indemnify, and keep indemnified, the Sponsor, its officers, employees and sub-contractors from and against all claims, damage, losses, costs and expenses (including reasonable legal and other professional fees) arising, directly or indirectly, out of or in connection with:
 - (i) any third party claim that the Sponsor's use of any of the DLRL Intellectual Property in accordance with the terms of this Contract infringes the rights of any other person (save, in relation to the Scheme Name, the Station Names or the Composite Logo, to the extent that such infringement arises as a result of an element of the Scheme Name, the Station Names or the Composite Logo (as applicable) which comprises any Sponsor Intellectual Property); and
 - (ii) any use of any of the Sponsor Intellectual Property by DLRL, or its sub-licensees other than in accordance with the terms of this Contract.
- (c) Where a party (the "**Indemnified Party**") is or may be entitled to an indemnity in relation to any third party claim under 9.8(a)(i) or 9.8(b)(i) above the parties agree that clause 11.3 will apply.

9.9 London 2012 – No Marketing

- (a) For the avoidance of doubt, DLRL has no right to grant any rights in respect of the Protected Marks or any trade marks, trade names, logos or other Intellectual Property Rights of the ODA (including for the avoidance of doubt the name, "the Olympic Delivery Authority") and the Sponsor hereby acknowledges that it shall not, by this Contract, acquire any right, title or interest in the Protected Marks or any right to associate itself with any Games Body, the ODA or the Games (whether prior to, during or after the Games take place).
- (b) The Sponsor shall not:
 - (i) undertake any form of Prohibited Marketing;

- (ii) use any trade marks, trade names or logos so resembling the Protected Marks as to be likely to cause confusion with the Protected Marks; or
 - (iii) cause or permit anything to be done which might damage or endanger the validity or distinctiveness of, or the goodwill in, the Protected Marks or other Intellectual Property Rights of any Games Body.
- (c) The Sponsor shall not, and shall draw to the attention of its employees that they shall not, without the prior written approval of LOCOG in each case:
 - (i) represent, directly or indirectly, that any product or service provided has been endorsed or approved by or in any way associated with the Games or any Games Body; or
 - (ii) use in advertising, publicity or any other communication, whether written, electronic or any other means any Protected Mark, the name of any Games Body, or of any of its directors or employees.
- (d) In relation to any of the Sponsor's own suppliers, sub-contractors or agents who assist the Sponsor in relation to the exercise of its rights and/or the performance of its obligations under this Contract (each an "**Associated Party**") the Sponsor shall take the following steps to prevent each Associated Party from carrying out any of the activities described in clauses 9.9(a) to 9.9(c) (the "**Prohibited Activities**"):
 - (i) draw the Prohibited Activities to the attention of each Associated Party;
 - (ii) diligently monitor the marketing and other activities of each Associated Party in connection with the activation of the Sponsorship Rights on behalf of the Sponsor and promptly notify LOCOG, providing full written particulars, as soon as it becomes aware that an Associated Party is carrying out, has carried out or plans to carry out any of the Prohibited Activities in connection with the activation of the Sponsorship Rights on behalf of the Sponsor;
 - (iii) subject to clause 9.9(e), provide such assistance as is reasonably required by LOCOG (at no cost to the Sponsor) to help LOCOG prevent or stop an Associated Party from carrying out a Prohibited Activity.
- (e) Unless expressly instructed to do so under clause 9.9(d)(iii), the Sponsor shall not bring any claim, proceedings or other action against an Associated Party in relation to the Prohibited Activities and:
 - (i) LOCOG will have control over the conduct of all claims related to the Prohibited Activities; and
 - (ii) LOCOG will be entitled to retain any damages, expenses or other amounts awarded in respect of any such claim;

provided that the parties agree that in no circumstances will LOCOG be obliged to bring or defend any such claim and LOCOG in its sole discretion may decide what action (if any) to take regarding any such claim.
- (f) LOCOG (and after its dissolution, an appropriate Games Body) shall have the right to enforce the terms of clauses 9.9(a) to 9.9(e) above and the Sponsor acknowledges the provisions therein are of such importance to LOCOG that damages may not be an adequate remedy for breach of clauses 9.9(a) to 9.9(e) by the Sponsor and that injunctive relief may be a more appropriate remedy.
- (g) The Sponsor hereby acknowledges that during the Games Period all Games Event Zones must be clean of all advertising, marketing and other branded materials,

other than such materials approved by LOCOG, and, to the extent that it is relevant to this Contract, the Sponsor shall follow the reasonable instructions of LOCOG in this regard.

- (h) This clause 9.9 shall continue to apply after termination of this Contract without limit of time (except in the case of clause 9.9(g) which shall only apply until the end of the Games).
- (i) A Games Body may enforce the terms of this clause 9.9 in accordance with the Contracts (Rights of Third Parties) Act 1999.

9.10 **Intellectual Property Rights and London 2012**

Neither party shall (without the prior written approval of LOCOG) represent that the Air Line System has been endorsed or approved by the British Olympic Association, the British Paralympic Association, LOCOG or any other official Olympic or Paralympic body, or that either party (including any of its products or services) or the Air Line System is in any way associated with those organisations, the Olympic Games and/or Paralympic Games, or London 2012.

9.11 **Games Period**

(a) The Sponsor acknowledges that if any Applicable Requirements prevent it (as determined by DLRL (acting reasonably) in consultation with the Sponsor) from exercising certain Sponsorship Rights during the Games Period it shall not be able to exercise such rights during such period and shall not be entitled to any compensation under this Contract or otherwise in respect of such prevention.

(b) To the extent that:

(A) any Applicable Requirements (as determined by DLRL (acting reasonably) in consultation with the Sponsor) prevent the Sponsor from exercising some or all of its Sponsorship Rights during the Games Period; or

(B) any Applicable Requirements permit (as determined by DLRL (acting reasonably) in consultation with the Sponsor) the Sponsor to exercise some or all of the Sponsorship Rights during the Games Period but DLRL has a material concern regarding the appropriateness of the Sponsor exercising certain of such Sponsorship Rights during the Games Period, it shall notify the Sponsor in writing promptly that the Sponsor should not exercise such Sponsorship Rights during the Games Period and the Sponsor shall not exercise such Sponsorship Rights during the Games Period,

and in the event of (A) or (B) above occurring DLRL shall be solely responsible (at its sole cost and expense) for:

- (ii) within a reasonable time (having regard to the works required and after giving the Sponsor the opportunity to comment and taking into account the Sponsor's reasonable comments) prior to the Games Period, removing or covering (as applicable) such branding, logos and signage which relate to the Sponsor from the Air Line System and executing and completing any remedial, repair or other works as may be necessary to: (A) reinstate the Air Line System to a condition that is clean of such branding, logos and signage relating to the Sponsor such that it complies with Applicable Requirements; and (B) to reasonably satisfy such concern; and

- (iii) within a reasonable time (having regard to the works required and after giving the Sponsor the opportunity to comment and taking into account the Sponsor's reasonable comments) following to the Games Period, replacing or re-instating (as applicable) all branding, logos and signage which relates to the Sponsor to the Air Line System (all of which branding, logos and signage shall be supplied by the Sponsor, which shall be at DLRL's cost in the event that the provisions of clause 9.11(b) apply) and executing and completing any remedial, repair or other works as may be necessary to reinstate the Air Line System to a condition that is complete with the branding, logos and signage relating to the Sponsor in accordance with the provisions of clause 4.1 and clause 9.
- (c) To the extent that any Applicable Requirements permit (as determined by DLRL (acting reasonably) in consultation with the Sponsor) the Sponsor to exercise some or all of the Sponsorship Rights during the Games Period but the Sponsor has a material concern regarding the appropriateness of the Sponsor exercising certain of such Sponsorship Rights during the Games Period, it shall notify DLRL in writing promptly that the Sponsor does not wish to exercise such Sponsorship Rights during the Games Period and the Sponsor shall not exercise such Sponsorship Rights during the Games Period, and in such instance DLRL shall be responsible (at the Sponsor's sole cost and expense) for:
 - (i) within a reasonable time (having regard to the works required and after giving the Sponsor the opportunity to comment and taking into account the Sponsor's reasonable comments) prior to the Games Period, removing or covering (as applicable) such branding, logos and signage which relate to the Sponsor from the Air Line System and executing and completing any remedial, repair or other works as may be necessary to satisfy such concern; and
 - (ii) within a reasonable time (having regard to the works required and after giving the Sponsor the opportunity to comment and taking into account the Sponsor's reasonable comments) following to the Games Period, replacing or re-instating (as applicable) all branding, logos and signage which relates to the Sponsor to the Air Line System (all of which branding, logos and signage shall be supplied by the Sponsor at its sole cost) and executing and completing any remedial, repair or other works as may be necessary to reinstate the Air Line System to a condition that is complete with the branding, logos and signage relating to the Sponsor in accordance with the provisions of clause 4.1 and clause 9.
- (d) During the Games Period DLRL shall ensure that:
 - (i) subject to clause 9.11(e) below, to the extent that any Applicable Requirements require, no part of the Air Line System displays any branding, advertising or other signage of any other person whatsoever;
 - (ii) in the event that any Applicable Requirements (as determined by DLRL (acting reasonably) in consultation with the Sponsor) prevent the Sponsor from using the Sponsor Trade Mark as part of the Station Name during the Games Period, or DLRL or the Sponsor determine in accordance with the provisions of clause 9.11(b)(B) or 9.11(c) above not to brand the Station Name with the Sponsor Trade Mark during the Games Period, then the Station Names and the towers of the Air Line System shall be referred to by their geographical reference only; and

- (iii) no other person is granted rights which would or might conflict with the Sponsorship Rights granted to the Sponsor during the Games Period pursuant to the terms of this Contract.
- (e) The Sponsor shall ensure that during the Games Period, to the extent that any Applicable Requirements require, no part of the Air Line System for which the Sponsor has activation responsibility pursuant to schedule 1 displays any branding, advertising or other signage of any other person whatsoever;
- (f) To the extent that it is a pre-condition of London (or the applicable representative body) winning the bid for London to host another major sporting or cultural event during the Term that the Sponsorship Rights or any part of them are suspended for the duration (or a part) of such event, DLRL shall consult with the Sponsor as soon as reasonably practicable on becoming aware of the possibility of such suspension and in the event that London (or the applicable representative body) wins the right to host such event the parties shall (each acting in good faith) discuss and agree the terms of such suspension as well as an appropriate reduction in the Sponsor Payments.

10. **WARRANTIES**

10.1 **Sponsor's Warranties**

The Sponsor warrants, represents and undertakes to DLRL that:

- (a) the Sponsor is duly incorporated and validly existing under the laws of Dubai;
- (b) the constitutional documents of the Sponsor incorporate provisions which authorise the Sponsor:
 - (i) to carry on its business as it is now being conducted;
 - (ii) to sign and deliver this Contract; and
 - (iii) to perform the transactions contemplated in this Contract;
- (c) this Contract has been validly entered into by the Sponsor and creates legally binding obligations upon the Sponsor; and
- (d) no litigation, arbitration or administrative proceeding is current, pending or threatened to restrain the entry into or exercise of any of its rights under and/or performance or enforcement of or compliance with any of its obligations under this Contract;
- (e) as at the date hereof neither the signing and delivery of this Contract nor the performance of any of the transactions contemplated herein will:
 - (i) contravene or constitute a default under any provision contained in any laws or regulations to which it is subject or any agreement or instrument by which the Sponsor or any of its assets is bound or affected; or
 - (ii) cause any limitation on the Sponsor or the powers of its directors, whether imposed by or contained in any document which contains or established its constitution or in any laws or regulations to which it is subject or any agreement or instrument by which the Sponsor or any of its assets is bound or affected to be exceeded; and
- (f) in entering into this Contract it has not committed any Prohibited Act or fraudulent activity.

10.2 **DLRL's Reliance**

The Sponsor acknowledges that DLRL has entered into this Contract in full reliance on the representations and warranties of the Sponsor set out in clause 10.1.

10.3 **DLRL's Warranties**

DLRL represents and warrants to the Sponsor that:

- (a) it is duly incorporated and validly existing with limited liability under the laws of England;
- (b) the constitutional documents of DLRL incorporate provisions which respectively authorise DLRL:
 - (i) to carry on its business as it is now being conducted; and
 - (ii) to sign and deliver this Contract; and
 - (iii) to perform the transactions contemplated in this Contract;
- (c) this Contract has been validly entered into by DLRL and creates legally binding obligations upon DLRL;
- (d) it has and, subject to any DLRL Change of Control or permitted assignment pursuant to clause 16, it undertakes that it shall have, throughout the Term, full right, title and authority to enter into this Contract and to grant the rights which it purports to grant hereunder (or procure such rights, as applicable);
- (e) no litigation, arbitration or administrative proceeding is current, pending or threatened to restrain the entry into or exercise of any of its rights under and/or performance or enforcement of or compliance with any of its obligations under this Contract;
- (f) it is not aware of any agreement, contract, understanding, rule or regulation or Applicable Requirement that would prohibit or restrict the execution of this Contract or the underlying grant of the Sponsorship Rights to the Sponsor;
- (g) either DLRL or TfL is the sole owner of all the rights in the Air Line System which it is granting to the Sponsor in accordance with this Contract;
- (h) TfL or DLRL is the owner of the DLRL Intellectual Property with the right to sub-license such DLRL Intellectual Property to the Sponsor on an exclusive basis in accordance with the provisions of this Contract; and
- (i) it shall comply with the Sponsor Brand Guidelines and Air Line Brand Guidelines when it uses the Sponsor Intellectual Property.

10.4 **Sponsor's Reliance**

DLRL acknowledges that the Sponsor has entered into this Contract in full reliance on the representations and warranties of DLRL set out in clause 10.3.

11. **INDEMNITIES AND INSURANCE**

11.1 **Sponsor Indemnity**

Subject to clauses 11.3 and 12 (except where a limitation on liability is not permitted by law) below, the Sponsor will be responsible for and shall indemnify DLRL, TfL and their

respective officers and employees (the "**DLRL Indemnified Parties**") from and against any and all claims, losses, costs (including reasonable legal costs and other professional fees) and expenses suffered or incurred by the DLRL Indemnified Parties as a result of:

- (a) claims by third parties; and
- (b) death or injury or damage to property,

arising from the negligence, breach or default of the Sponsor or otherwise arising from the performance or non-performance of the Sponsor's obligations and undertakings contained in this Contract.

11.2 **DLRL Indemnity**

Subject to clauses 11.3 and 12 (except where a limitation on liability is not permitted by law) below, DLRL will be responsible for and shall indemnify the Sponsor, the Emirates Group and their respective officers, employees and sub-contractors (the "**Sponsor Indemnified Parties**") from and against any and all claims, losses, costs (including reasonable legal costs and other professional fees) and expenses suffered or incurred by the Sponsor Indemnified Parties as a result of:

- (a) claims by third parties; and
- (b) death or injury or damage to property,

arising from the negligence of DLRL or TfL, the breach or default of DLRL or otherwise arising from the performance or non-performance of DLRL's obligations and undertakings contained in this Contract.

11.3 **Resistance of Claims**

- (a) If a party (the "**Recipient**") becomes aware of any third party claim against the Recipient which may result in a claim by the Recipient against the other party (the "**Covenantor**") under any indemnity contained in this Contract, the Recipient shall give notice to the Covenantor as soon as is reasonably practicable thereafter together with all relevant details of such claim. The Covenantor shall be entitled at its discretion (but after consultation with the Recipient) to assume sole conduct and control (at the Covenantor's own expense) of such claim on behalf of the Recipient provided that:
 - (i) the Covenantor keeps the Recipient reasonably informed of all material matters pertaining to the claim; and
 - (ii) the Covenantor agrees in writing to indemnify the Recipient against any and all claims, losses, costs (including reasonable legal costs and other professional fees) and expenses which are thereby incurred and which are covered by the terms of the indemnity.
- (b) Subject to being indemnified as provided in clause 11.3(a)(ii), the Recipient shall:
 - (i) give the Covenantor and the insurer under a relevant policy of insurance, if any, all reasonable co-operation, access and assistance for the purpose of resisting such a claim;
 - (ii) give the Covenantor sole conduct and control of the claim;
 - (iii) give the Covenantor and its professional advisers reasonable access at reasonable times (on reasonable prior notice) to any and all relevant accounts, documents and records within the power or control of the

Recipient which relate to the claim and which are relevant for the purpose of enabling the Covenantor to assess the claim and allow these to be examined and copied;

- (iv) give the Covenantor reasonable assistance (at the Covenantor's sole cost) in relation to the handling of the claim; and
 - (v) not (subject to clause 11.3(c) below) make any admission of liability, agreement, settlement or compromise in relation to the claim.
- (c) If the Covenantor does not notify the Recipient in writing that it shall take sole conduct or control of such claim within fifteen (15) Business Days of the Recipient's notice under clause 11.3(a), the Recipient shall be free to pay or settle the claim on such terms as it may in its absolute discretion think fit. The Recipient shall make no admission prejudicial to the resistance of such claim prior to the expiry of such notice period.

11.4 **Insurance**

DLRL shall take out, maintain and comply with the terms of the policies of insurance in the form prescribed in schedule 6 for the duration of the Term.

12. **LIMITATION OF LIABILITY**

12.1 **Liability Cap**

Subject to clause 12.2, the maximum aggregate liability of each party to the other under or in connection with this Contract, whether arising from contract, tort or otherwise (including any liability for any negligent acts or omissions) under this Contract shall not exceed the amount of Sponsorship Payments which in accordance with the provisions of schedule 2 remain outstanding (without taking into account any reduction of the Sponsorship Payments pursuant to clauses 4.4 and 6.4) under this Contract as at the date on which the relevant breach occurs.

By way of illustration only:

- (i) if a liability arises to a party at any date between the first anniversary of the Operating Date and the second anniversary of the Operating Date, such party's maximum aggregate liability shall not exceed the sum of £22,800,000 (Twenty Two Million and Eight Hundred Thousand Pounds Sterling); and
- (ii) if a liability arises to a party at any date between the eighth anniversary of the Operating Date and the ninth anniversary of the Operating Date, such party's maximum aggregate liability shall not exceed the sum of £2,850,000 (Two Million and Eight Hundred and Fifty Thousand Pounds Sterling).

12.2 **Exclusions**

Nothing in this Contract shall exclude or limit either party's liability:

- (a) as a result of or in connection with fraud;
- (b) out of or in connection with death or personal injury resulting from the negligence of that party; or
- (c) for any other liability which cannot be excluded by law.

12.3 Indirect Loss

Except as otherwise expressly specified in this Contract, neither party shall be liable to the other under this Contract for any indirect loss, loss of profit or consequential loss.

13. TERMINATION

13.1 Sponsor Default

- (a) Each of the following shall constitute a Sponsor Default:
- (i) the occurrence of an Insolvency Event in relation to the Sponsor;
 - (ii) failure by the Sponsor to pay any amount exceeding £100,000 (One Hundred Thousand Pounds Sterling) either singly or in aggregate which:
 - (A) is not the subject of a Dispute;
 - (B) is due and payable to DLRL; and
 - (C) remains unpaid sixty (60) Business Days after service of a formal written demand by DLRL;
 - (iii) a material breach of the Sponsor's obligations under this Contract;
 - (iv) persistent breach of the Sponsor's obligations under this Contract;
 - (v) the Sponsor ceases to trade;
 - (vi) an Unsanctioned Change of Control;
 - (vii) the Sponsor has committed any Prohibited Act or fraudulent activity (as determined by a court of competent jurisdiction or the applicable regulatory body);
 - (viii) there is breach of clause 16 (Assignment) by the Sponsor; or
 - (ix) there is a material breach of clause 9 (Intellectual Property) or clause 7.1(b) by the Sponsor.
- (b) If a Sponsor Default specified in clause 13.1(a)(iii) or 13.1(a)(iv) has occurred and DLRL wishes to terminate this Contract, DLRL shall serve a cure notice on the Sponsor (the "**Sponsor Cure Notice**"). The Sponsor Cure Notice shall specify the Sponsor Default that has occurred, giving reasonable details and state that, unless the Sponsor Default is remedied within the cure period specified in clause 13.1(c), DLRL may terminate this Contract in accordance with clause 13.1(e).
- (c) The cure period for the Sponsor Defaults specified in clause 13.1(b) is thirty (30) Business Days.
- (d) The Sponsor acknowledges that no cure period applies to the Sponsor Defaults specified in clauses 13.1(a)(i), (ii), (v), (vi), (vii), (viii) or (ix).
- (e) If DLRL serves a valid Sponsor Cure Notice and the Sponsor fails to rectify the Sponsor Default within the cure period specified in clause 13.1(c), then DLRL may terminate this Contract by written notice to the Sponsor. This Contract and the Sponsorship Period will terminate ten (10) Business Days after service of DLRL's notice.

- (f) If a Sponsor Default listed in clauses 13.1(a)(i), (ii), (v), (vi), (vii), (viii) or (ix) occurs, DLRL may terminate this Contract by written notice to the Sponsor. This Contract and the Sponsorship Period will terminate five (5) Business Days after service of DLRL's notice.

13.2 DLRL Default

- (a) Each of the following shall constitute a DLRL Default:
 - (i) the occurrence of an Insolvency Event in relation to DLRL;
 - (ii) failure by DLRL to pay any amount exceeding £100,000 (One Hundred Thousand Pounds Sterling) either singly or in aggregate which:
 - (A) is not the subject of a Dispute;
 - (B) is due and payable by DLRL under this Contract; and
 - (C) remains unpaid sixty (60) Business Days after service of a formal written demand by the Sponsor;
 - (iii) a material breach of DLRL's obligations under this Contract;
 - (iv) persistent breach of DLRL's obligations under this Contract;
 - (v) DLRL materially breaches clause 4.2 or clause 6.5;
 - (vi) DLRL materially breaches clause 5.2;
 - (vii) the Air Line System or a material part of it is sold or disposed of, to a Conflicting Person or DLRL or TfL undergoes a DLRL Change of Control as a result of which a Conflicting Person obtains Control of DLRL or TfL;
 - (viii) DLRL has committed any Prohibited Act or fraudulent activity (as determined by a court of competent jurisdiction or the applicable regulatory body);
 - (ix) there is a breach of clause 16 (Assignment) by DLRL;
 - (x) there is a material breach of clause 9 (Intellectual Property) by DLRL;
 - (xi) if the Operating Date has not occurred 120 days after the Games Period; or
 - (xii) if the Air Line System is not operational for at least fifty per cent. (50%) of the minimum hours of operation set out in clause 6.3(a) (disregarding any non-operation as a result of the exceptions set out therein) during any three consecutive Reporting Periods or in any 6 Reporting Periods in any 12 month rolling period during the Sponsorship Period.
- (b) If a DLRL Default specified in clause 13.2(a)(iii) or 13.2(a)(iv) has occurred and the Sponsor wishes to terminate this Contract, the Sponsor may serve a cure notice on DLRL (the "**DLRL Cure Notice**"). The DLRL Cure Notice shall specify the DLRL Default that has occurred, giving reasonable details and state that, unless the DLRL Default is remedied within the cure period specified in clause 13.2(c), the Sponsor may terminate this Contract in accordance with clause 13.2(e).
- (c) The cure period for the DLRL Defaults specified in clause 13.2(a)(iii) or 13.2(a)(iv) is 30 Business Days.

- (d) DLRL acknowledges that no cure period applies to the DLRL Default specified in clauses 13.2(a)(i), (ii), (v), (vi), (vii), (viii), (ix), (x), (xi) or (xii).
- (e) If the Sponsor serves a valid DLRL Cure Notice and DLRL fails to rectify the DLRL Default within the cure period specified in clause 13.2(c), then the Sponsor may terminate this Contract by written notice to DLRL. This Contract and the Sponsorship Period will terminate ten (10) Business Days after service of the Sponsor's notice.
- (f) If a DLRL Default listed in clauses 13.2(a)(i), (ii), (v), (vi), (vii), (viii), (ix), (x), (xi) or (xii) occurs, the Sponsor may terminate this Contract by written notice to DLRL. This Contract and the Sponsorship Period will terminate five (5) Business Days after service of the Sponsor's notice.

13.3 Voluntary Termination

- (a) Either party shall be entitled to serve written notice on the other party for this Contract to terminate on the fifth (5th) anniversary or the seventh (7th) anniversary of the Operating Date, such notice to be served not more than twelve (12) months and not less than six (6) months prior to the date of such termination. This Contract and the Sponsorship Period will terminate on the date set out in any such notice.
- (b) After exercising its voluntary termination right set out in clause 13.3(a), DLRL shall not and shall procure that Tfl shall not enter into a new arrangement or agreement with any person in relation to the Air Line System pursuant to which it grants the same or materially the same sponsorship rights as those set out in this Contract until the date on which the Term would have expired had there been no early termination of this Contract. Nothing in this clause shall prohibit DLRL from selling or otherwise disposing of the Air Line System.

13.4 Savings

- (a) Termination of this Contract shall be without prejudice to any right or remedy of either party against the other accruing or accrued prior to such termination including any right to claim damages for any antecedent breach of this Contract or accruing after termination in respect of those clauses referred to in clause 13.4(c) and any right to claim damages or other relief in relation thereto.
- (b) The rights of either party in respect of termination are in addition and without prejudice to any right which such party may have to obtain redress or relief available at law (whether by way of damages, specific performance or otherwise) in respect of a Sponsor Default or a DLRL Default (as applicable) provided that neither party shall be entitled to recover twice in respect of the same loss.
- (c) Termination of this Contract shall not affect the continuing rights and obligations of the parties under any clause which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination. Without prejudice to the generality of the foregoing the Surviving Clauses shall remain in full force and effect notwithstanding termination.
- (d) Neither party shall be entitled to terminate this Contract except as expressly set out in this Contract.

14. CONSEQUENCES OF TERMINATION

14.1 Sponsor Default Termination

Without prejudice to clause 13.4 or clause 14.5, if DLRL terminates this Contract pursuant to clause 13.1 (Sponsor Default) the Sponsor shall be liable to DLRL for promptly removing (at its sole cost and expense) all branding, logos and signage which relates to the Sponsor from the Air Line System and from the TfL Transport Network and for the cost of executing and completing any remedial, repair or other works as may be necessary to reinstate the Air Line System and the TfL Transport Network to a condition clean of such branding, logos and signage relating to the Sponsor.

14.2 **DLRL Default Termination**

Without prejudice to clause 13.4 or clause 14.5, if the Sponsor terminates this Contract pursuant to clause 13.2 (DLRL Default), DLRL shall:

- (a) reimburse the Sponsor's reasonable demobilisation and sub-contractor breakage costs actually incurred as a direct result of the termination; and
- (b) be responsible for promptly removing (at its sole cost and expense) all branding, logos and signage which relates to the Sponsor from the Air Line System and the TfL Transport Network and for the cost of executing and completing any remedial, repair or other works as may be necessary to reinstate the Air Line System and the TfL Transport Network to a condition clean of branding, logos and signage relating to the Sponsor as soon as reasonably practicable following such termination.

14.3 **Voluntary Termination**

If this Contract is terminated pursuant to clause 13.3 (Voluntary Termination), then the party which serves the notice to terminate this Contract shall be liable to pay to the other party:

- (a) £5,000,000 if this Contract is terminated on the fifth (5th) anniversary of the Operating Date; or
- (b) £3,000,000 if this Contract is terminated on the seventh (7th) anniversary of the Operating Date,

such amount to be paid by no later than the date which is three (3) months prior to the date of termination of this Contract.

14.4 **Run-off Arrangements and Return of Materials**

- (a) In the event that this Contract expires or is terminated other than due to a Sponsor Default or DLRL Default then: (i) DLRL shall remove (or cover) the references to the Sponsor Trade Mark and other Sponsor Intellectual Property at the Stations and on the gondolas within fifty (50) Business Days following such termination or expiry; (ii) DLRL shall cease to use and remove all other Sponsor Intellectual Property as soon as reasonably practicable after the date of such expiry or termination; and (iii) the Sponsor shall cease to use and remove all DLRL Intellectual Property as soon as practicable after the date of such expiry or termination.
- (b) Subject to the provisions of clause 14.4(a) above, DLRL shall return all Sponsor Intellectual Property (other than merchandising stock and products) in its possession to the Sponsor and the Sponsor shall return all DLRL Intellectual Property (other than merchandising stock and products) in its possession to DLRL as soon as reasonably practicable after the expiry or termination (howsoever arising) of this Contract.

14.5 **Fixtures and Fittings upon Termination**

- (a) The parties agree that:
 - (i) subject to clause 14.5(a)(ii) below to the extent that during the Sponsorship Period any works or equipment have been incorporated into the Air Line System by the Sponsor (or DLRL on its behalf) such that they are fixtures then such works or equipment shall immediately vest in DLRL without any further requirements immediately on expiry or termination of this Contract at no cost;
 - (ii) if the equipment referred to in (i) above is audio-visual equipment or any other high-tech premium value equipment then the Sponsor shall have the right to retain ownership of such equipment, in which case the Sponsor shall remove it and make good the relevant part of the Air Line System to its original condition (subject to fair wear and tear) at the Sponsor's cost. DLRL shall notify the Sponsor if it wishes to acquire such equipment and in the event that the Sponsor (in its absolute discretion) agrees to sell such equipment to DLRL, DLRL shall pay the Sponsor the then market value for such equipment.
- (b) In respect of any moveable equipment, furniture or consumables provided by the Sponsor as part of the Air Line System, DLRL shall have the option to have such equipment, furniture or consumables vested in DLRL, or require the Sponsor to remove such removable equipment, furniture or consumables and make good at the Sponsor's cost. If DLRL requires such moveable equipment, furniture or consumables to be vested in DLRL, then such moveable equipment, furniture or consumables shall vest in DLRL and DLRL shall pay the Sponsor the then market value.

15. **CONFIDENTIALITY**

15.1 **Restrictions on Publicity**

- (a) The Sponsor shall not by itself, its employees, sub-contractors or agents communicate with representatives of the press, television, radio or other communications media of whatever format on any matter concerning the Air Line System without the prior approval of DLRL which approval shall not be unreasonably withheld or delayed.
- (b) Notwithstanding any other provision of this Contract, the Sponsor agrees that DLRL shall have the right and obligation to control and supervise all dealings with the media in respect of any incident, event, claim or action in relation to the Air Line System provided that (if reasonably practicable) it notifies the Sponsor reasonably in advance and takes into account the Sponsor's reasonable representations regarding any manner of dealing with the media in relation to any material incident, event, claim or action. The Sponsor will reasonably co-operate with DLRL in relation to DLRL's publicity of the Air Line System.

15.2 **Sponsor Obligations as to Confidentiality**

Subject to clause 15.4 (Permitted Disclosures) and except as otherwise provided in this Contract, the Sponsor shall keep confidential all matters relating to this Contract and shall prevent its employees, sub-contractors and agents from making any disclosure to any person of any matter relating to this Contract.

15.3 **DLRL Obligations as to Confidentiality**

Subject to clause 15.4 (Permitted Disclosures) DLRL shall have the same obligations as those imposed on the Sponsor under clause 15.2 (Sponsor Obligations as to

Confidentiality) in respect of the Sponsor Confidential Information. In addition to the permitted disclosures under clause 15.4 (Permitted Disclosures) DLRL will be entitled to:

- (a) disclose the Sponsor Confidential Information when required to do so under any of the legislation referred to in clause 17 (Freedom of Information) provided always that DLRL notifies the Sponsor in writing in advance of any proposed disclosure (taking into account the Sponsor's reasonable representations where able to do so without breaching any Applicable Requirement); and
- (b) use the Sponsor Confidential Information solely to the extent necessary to obtain the benefit of the Sponsor's performance under this Contract and to activate the Sponsor's rights under this Contract.

15.4 Permitted Disclosures

- (a) Clauses 15.2 (Sponsor Obligations as to Confidentiality) and 15.3 (DLRL Obligations as to Confidentiality) will not apply to:
 - (i) any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
 - (ii) any disclosure to enable a determination to be made under the Dispute Resolution Procedure;
 - (iii) any disclosure which is required by any Applicable Requirement;
 - (iv) any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and which is itself not subject to a duty of confidentiality;
 - (v) any disclosure of information by DLRL to any other department, office or agency of TfL or the government which is expressly permitted pursuant to the other provisions of this clause 15 or clause 17;
 - (vi) any disclosure for the purpose of any examination which is required pursuant to section 6(1) of the National Audit Act 1983;
 - (vii) any disclosure of information by DLRL in relation to any procurement for the future operations or maintenance of the Air Line System or in relation to the future commercial exploitation of the Air Line System;
 - (viii) any disclosure of information by a party to its own professional or insurance advisers.
- (b) Where disclosure is permitted under paragraph (a), other than paragraphs (i), (ii), (iii), (iv) and (vi) the party disclosing such information shall procure that the recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Contract and the disclosing party shall indemnify the other party from and in respect of any misuse by the recipient of such information.
- (c) For the purposes of the National Audit Act 1983 the Comptroller and Auditor General may on reasonable advance written notice to the Sponsor examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Sponsor or any sub-contractor and may require the Sponsor and any sub-contractor to produce such oral or written explanations as he considers necessary.
- (d) If the Sponsor, in carrying out its obligations under this Contract, is provided with information relating to users of the Air Line System, the Sponsor shall not disclose

or make use of any such information otherwise than for the purpose for which it was provided, unless the Sponsor has sought the prior consent of the user and has obtained the prior consent of DLRL.

15.5 **DLRL Disclosures**

Nothing in this Contract shall prevent the disclosure by DLRL of any Sponsor Confidential Information to TfL or any of its subsidiaries, the Greater London Authority, the Mayor of London, the Air Line Contractor, any future operator of the Air Line System and all their respective advisers or sub-contractors or any other person or body that DLRL from time to time is required to consult with or provide information provided that DLRL shall procure that the relevant recipient of the information shall be subject to the same obligation of confidentiality as that contained in this Contract and DLRL shall indemnify the Sponsor from and in respect of any and all misuse by the recipient of such Sponsor Confidential Information. The parties acknowledge that the National Audit Office has the right to publish details of this Contract (including commercially sensitive information) in its relevant report to Parliament.

15.6 **Freedom of Information**

This clause 15 shall be subject to the provisions of clause 17 (Freedom of Information).

15.7 **Remedies**

The parties acknowledge and agree that damages alone may not be an adequate remedy for breach of this clause 15 and nothing contained in this Contract shall be construed as prohibiting the parties to this Contract from pursuing any other remedies which may be available to them at law or in equity for such breach of this clause 15 including specific performance, injunctive relief and recovery of monetary damages.

16. **ASSIGNMENT**

16.1 Subject to clause 16.2, the Sponsor shall not, without the prior consent of DLRL (which consent may be given or withheld in DLRL's absolute discretion), assign, novate or transfer all or any of its rights or obligations under or pursuant to this Contract.

16.2 The Sponsor shall, on prior notice to DLRL, be entitled to assign (whether absolutely or by way of security), transfer, novate, charge or otherwise dispose of the whole or part of its rights and/or obligations under this Contract to any member of the Emirates Group that is a Suitable Third Party provided that the Sponsor complies with the obligations under clause 16.5 below.

16.3 DLRL shall, on prior notice to the Sponsor, be entitled to assign (whether absolutely or by way of security), transfer, novate, charge or otherwise dispose of the whole or part of its rights and/or obligations under this Contract to any member of the TfL Group provided that DLRL complies with the obligations under clause 16.5 below.

16.4 Subject to clause 16.3, at any time DLRL shall be entitled to assign (whether absolutely or by way of security) the whole or part of its rights or, transfer, novate, charge or otherwise dispose of the whole or part of its obligations under this Contract to a Suitable Third Party who is not a Conflicting Person, subject to the prior approval of the Sponsor (which approval shall not be unreasonably withheld or delayed) and provided that DLRL complies with the obligations under clause 16.5 below.

16.5 If the Sponsor or DLRL (as applicable) wishes to deal with its rights and/or obligations in this Contract pursuant to clauses 16.2, 16.3 or 16.4 above, the Sponsor or DLRL (as applicable) shall and shall procure that any permitted transferee of its obligations shall at no cost to DLRL or the Sponsor (as applicable) enter into a deed of novation in a form reasonably satisfactory to DLRL or the Sponsor (as applicable) pursuant to which the

transferee shall become primarily liable to DLRL or the Sponsor (as applicable) for each of the obligations of DLRL or the Sponsor (as applicable) which are being transferred to it.

16.6 In this clause a **"Suitable Third Party"** shall mean any person who has sufficient financial standing or financial resources to perform the assignor's obligations under this Contract.

17. **FREEDOM OF INFORMATION**

17.1 For the purposes of this Contract:

"FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them, and any guidance issued by the Information Commissioner, the Ministry of Justice Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

"Information" means information recorded in any form held by DLRL or by the Sponsor on behalf of DLRL; and

"Information Request" means a request for any Information under the FOI Legislation.

17.2 The Sponsor acknowledges that DLRL:

- (a) is subject to the FOI Legislation and agrees to assist and co-operate with DLRL to enable DLRL to comply with its obligations under the FOI Legislation (at DLRL's sole cost and expense); and
- (b) may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Sponsor (but that where no such legal obligation exists it shall notify the Sponsor promptly in advance in writing of such proposed disclosure and take into account the Sponsor's reasonable representations regarding whether or not such proposed disclosure is acceptable).

17.3 Without prejudice to the generality of clause 17.2, the Sponsor shall and shall procure that its sub-contractors (if any) shall:

- (a) transfer to DLRL (or such other person as may be notified by DLRL to the Sponsor) each Information Request relevant to the Sponsor, DLRL or TfL it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Request; and
- (b) in relation to Information held by the Sponsor on behalf of DLRL, provide DLRL with details about and/or copies of all such Information that DLRL requests and such details and/or copies shall be provided within five (5) Business Days of a request from DLRL (or such other period as DLRL may reasonably specify), and in such forms as DLRL may reasonably specify.

17.4 DLRL shall be responsible (taking into account the Sponsor's reasonable representations where able to do so without breaching any Applicable Requirement) for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation.

18. **DATA TRANSPARENCY**

18.1 The Sponsor acknowledges that DLRL is subject to the Transparency Commitment. Accordingly, notwithstanding clause 15 (Confidentiality) and clause 17 (Freedom of

Information), the Sponsor hereby gives its consent for DLRL to publish the Contract Information to the general public.

18.2 DLRL shall (acting reasonably) redact all or part of the Contract Information prior to its publication. In so doing DLRL may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. DLRL shall consult with the Sponsor regarding any redactions to the Contract Information to be published pursuant to clause 18.1 and shall take into account the Sponsor's reasonable representations as set out in the copy of this Contract which has been redacted by the Sponsor and provided to DLRL prior to the date of this Contract. Subject to the foregoing, DLRL shall make the final decision regarding publication and/or redaction of the Contract Information.

19. **DISPUTE RESOLUTION**

Any Dispute will be resolved in accordance with the Dispute Resolution Procedure.

20. **GENERAL**

20.1 **Corporate Image**

The Sponsor shall consult with, and obtain the approval of, DLRL to use in any manner the name, logos and corporate image (including any trademarks or domain names) of DLRL, TfL or the Mayor of London. DLRL, TfL and the Mayor of London are to be referred to in all promotional literature to be published by the Sponsor in relation to the Air Line System in a format to be agreed between the parties.

20.2 **Notices**

(a) **Requirement for Notice in Writing**

Wherever in this Contract provision is made for the giving or issuing of any notice, consent, approval, certificate or determination by any person (a "**Notice**"), unless otherwise specified such Notice shall be in writing and the words "notify", "consent", "approval", "certify" and "determined" shall be construed accordingly.

(b) **Service of Notices**

Save as otherwise expressly provided in this Contract any Notice to be given under this Contract shall deemed duly given if delivered by international courier service or sent by airmail or by facsimile transmission or by email (provided that the Notice attached to such email is in pdf format and signed by a duly authorised representative of the relevant party) to the party to be served at or to that party's address or to its facsimile number given below or to such other address or numbers in England as the party to be served may from time to time select by prior notice to the other party:

DLRL

Address: P.O. Box 154
Castor Lane,
Poplar, London E14 0DX

Facsimile No: [REDACTED]
Attention: The Company Secretary
Email: [REDACTED]

Sponsor

Address: Emirates,
Emirates Group Headquarters Building,
PO Box 686
Dubai

Facsimile No: [REDACTED]
Attention: [REDACTED] DSVP – Corporate Communications
Email: [REDACTED]

Copy to Sponsor Legal: For the attention of SVP Legal
Facsimile No: [REDACTED]

(c) **Time of Service**

A Notice shall be deemed to have been received:

- (i) if delivered by international courier service, at the time when the Notice has been delivered to the address of the party to be served and has been signed for by the recipient party;
- (ii) if sent by airmail, on the fourteenth (14th) Business Day next following the day of posting or, if the day of posting was not a Business Day, the Business Day next following the fourteenth (14th) Business Day after the day of posting and once such Notice has been signed for by the recipient party;
- (iii) if sent by facsimile transmission, at the time of transmission; and
- (iv) if sent by email to the email address set out in clause 20.2(b) above, when the sender obtains confirmation that the recipient has received such Notice or communication,

and in proving service it will be sufficient to prove, in the case of a Notice sent by international courier service, that the Notice has been signed for by the recipient party, in the case of a Notice sent by airmail, that the airmail has been signed for by the recipient party, in the case of a facsimile transmission, that a printed record is given of all pages of the transmission having been received at the correct number and in the case of an email, that the recipient sends confirmation that the email has been received.

20.3 **Entire Agreement**

This Contract constitutes the entire agreement between the parties hereto in connection with the subject matter of this Contract. No party has relied upon any representation save for any representation expressly set out in this Contract.

20.4 **Waivers and Variations**

- (a) No term or provision of this Contract shall be considered as waived by any party to this Contract unless a waiver is given in writing by that party.
- (b) No waiver under clause 20.4(a) shall be a waiver of a past or future default or breach, nor shall it amend, delete or add to the terms, conditions or provisions of this Contract unless (and then only to the extent) expressly stated in that waiver.
- (c) No variation to this Contract shall be effective unless recorded in a written instrument executed as a deed on behalf of each party by a person notified by the relevant party to the other party as being duly authorised to agree to such variation (which for the avoidance of doubt, may be different to the persons appointed by each party as Representatives).

20.5 **Set-Off and Disputed Payments**

- (a) Save as otherwise provided for in clauses 4.4 and 6.4, neither party shall be entitled to retain or set-off from any amount due to it from the other party.
- (b) If the payment or deduction of any amount referred to in this Contract is disputed then any undisputed element of that amount shall be paid and the disputed element shall be dealt with in accordance with the Dispute Resolution Procedure.

20.6 **Partial Invalidity**

If at any time any provision of this Contract (or part thereof) is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, such illegality, invalidity or unenforceability shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other part of that provision or any other provision of this Contract or, in any other jurisdiction, of that provision or part thereof or any other provision of this Contract.

20.7 **No Partnership or Agency**

Nothing in this Contract and no action taken by the parties pursuant to this Contract shall constitute, or be deemed to constitute, a partnership, unincorporated association or other co-operative entity. Neither party shall be or be deemed to be the agent of the other party and neither party shall hold itself out as having the power to bind the other party in any way.

20.8 **Further Assurance**

Each party agrees that it shall now or at any time during the subsistence of this Contract, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the other party, as the other party may reasonably require for giving full effect to and obtaining the full benefit of the rights powers and remedies conferred upon such other party by this Contract.

20.9 **Rights of Third Parties**

Subject to clause 9.9(i), the Contracts (Rights of Third Parties) Act 1999 (in this clause the "**Act**") shall not apply to this Contract and no person other than the parties to this Contract (which term shall for the purposes of this clause include all permitted assignees or transferees or successors in title) shall have any rights under the Act nor shall this Contract be enforceable under the Act by any person other than the parties to it.

20.10 **Legal Costs**

Each party shall bear its own legal costs incurred in relation to the preparation, negotiation and execution of this Contract.

20.11 **Counterparts**

This Contract may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

20.12 **Language of Contract**

The language of this Contract and of any Notices given under this Contract shall be the English language.

20.13 **Governing Law**

This Contract, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Contract or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with English law.

IN WITNESS whereof the parties hereto have executed this Contract as a Deed the day and year first before written.

Executed as a deed and delivered (but not)
until the date hereof) by **DOCKLANDS**)
LIGHT RAILWAY LIMITED acting by a)
director and its secretary/two directors:)

Director

Director/Secretary

Executed as a deed and delivered (but not)
until the date hereof) by **EMIRATES**)
acting by: *its Divisional Senior*)
Vice President, Corporate)
Communications)

Divisional Senior Vice President
Corporate Communications

Witnessed:

*P O Box 686
Dubai
UAE*

SCHEDULE 1
SPONSORSHIP RIGHTS

SCHEDULE 1

SPONSORSHIP RIGHTS

Notes:

1. In this schedule any conditions and restrictions contained in any Applicable Requirement (including the Planning Permissions) are in addition to the conditions and restrictions set out in this schedule (but are without prejudice to the Sponsor's underlying right to exercise all of the Sponsorship Rights in accordance with the provisions of clause 4.1 (Grant of Rights)).
2. Without prejudice to the provisions of clause 9.11 (Games Period) any conditions and restrictions contained in any Applicable Requirement relating to advertising during the Games are in addition to the conditions and restrictions set out in this schedule but will only affect the Sponsorship Rights (if at all) during the Games Period.
3. In the column headed "Requires Further DLRL Approval":
 - (a) "Yes" indicates that the Sponsor must follow the procedure in paragraph 6 of schedule 3 (Contract Management) to obtain the approval of DLRL prior to implementing the method by which or the manner in which it intends to activate the relevant Sponsorship Rights (but without prejudice to the Sponsor's underlying right to exercise such Sponsorship Right) ; and
 - (b) "No" indicates that no further DLRL approval is required prior to the activation or implementation of the relevant Sponsorship Rights.
4. Responsibility for each party to bear costs of activation of a particular Sponsorship Right is shown in the final column.
5. The parties acknowledge that Appendix 2 remains under discussion and the exact dimensions and locations therein may change although the intention is for the final Appendix 2 to reflect in overall terms the same level of branding as shown in the current version. The parties will each acting in good faith work together to finalise exact locations and dimensions.

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
1.	NAMING AND IMAGE						
1.1	Scheme Name and Station Names The right to incorporate the Sponsor word marks "Emirates" and "EMIRATES" into the Scheme Name and Station Names	Exclusive	DLRL will (and will procure that TfL and any applicable parties under its or their control (including contractual control) will): (a) use the Scheme Name to describe the Air Line System; and (b) use the Station Names to describe the relevant Station. DLRL will also use the Scheme Name and Station Names as described above in all official DLRL and TfL materials and travel information relating to the Air Line System, in accordance with TfL design standards, (as defined in the definition of TfL Brand Guidelines) where such a public transport facility would normally be included. This includes, but is but not limited to the materials set out in Appendix 1.	Date of this Contract	No	DLRL	DLRL to arrange at its own cost

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
1.2	Composite Logo The right to incorporate the Sponsor Trade Mark and Sponsor Pantone into the Composite Logo.	Exclusive	DLRL will (and will procure that TfL and any applicable parties under its or their control (including contractual control) will) use the Composite Logo in all official DLRL and TfL materials and travel information relating to the Air Line System in accordance with the Air Line Brand Guidelines and TFL design standards (as defined in the definition of TfL Brand Guidelines), where such a public transport facility would normally be included. This includes the materials set out in Appendix 1.	Date of this Contract	No	DLRL	DLRL to arrange at its own cost
1.3	Air Line Visual Identity The right to create a visual identity for the Air Line System, including symbols, colours, formats and other visual elements of the Air Line System	Exclusive	DLRL will comply with, and ensure that, where applicable, TfL and any applicable sub-contractor will comply with, the Air Line Brand Guidelines in relation to all aspects relating to the activation of the Sponsorship Rights and the operation of the Air Line System.	Date of this Contract	No	DLRL	DLRL to arrange and produce at its own cost (after consultation with Sponsor and subject to Sponsor's co-operation and approval (such approval not to be unreasonably withheld))

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
1.4	<p>Under Construction Rights</p> <p>The right to have the Air Line System displayed on the TfL Network maps (using the Scheme Name and Station Names) as being under construction</p>	Exclusive	DLRL will procure that the Air Line System is shown on the Tube Map, Pocket Map and online versions of the Tube map in accordance with the Air Line Brand Guidelines and TfL design standards (as defined in the definition of TfL Brand Guidelines).	Date on which Blackfriars Underground Station re-opens or 31 January 2012 (whichever is sooner)	No	DLRL	DLRL to arrange at its own cost
2.	SUPPORTING INFORMATIONAL MEDIA						
2.1	<p>Air Line Micro Site and digital assets</p> <p>The right to create a dedicated micro site and digital assets relating to the Air Line System.</p>	Exclusive (non exclusive for travel information)	<p>The Sponsor shall be entitled to create a website relating to the Air Line System (the "Air Line Micro Site") which is separate from the TfL Website but accessible to and from it by a hyperlink and the Sponsor shall be entitled to display informational content relating to the Air Line System which is included on the TfL Website and on the Air Line Micro Site including travel information. The operation of the Air Line Micro Site and any data captured through it is the responsibility and property of the Sponsor.</p> <p>The Sponsor shall be entitled to create digital assets (including apps) relating to the Air Line System and to commercially exploit such assets and retain such proceeds for its own account.</p>	Date of this Contract	Yes (as to the Sponsor's use of the informational content only)	<p>DLRL in respect of the TfL Website and travel information.</p> <p>Sponsor in respect of the Air Line Micro Site.</p>	<p>Sponsor to set up and operate the Air Line Micro Site at its own cost.</p> <p>DLRL to be responsible during the Term for operating and maintaining the TfL Website and maintaining the hyperlink and supplying or making available travel information data at DLRL's cost.</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
2.2	<p>Audio and visual content:</p> <p>The right to have audio and visual content within the passenger gondolas.</p>	Category Exclusive	<p>DLRL will procure that an audio/visual segment of at least 60 seconds and no more than 180 seconds created and provided by the Sponsor will be played within each passenger gondola during each single trip between the Stations.</p> <p>Sponsor shall ensure that any audio visual input is in respect of its brand rather than any particular product or service.</p> <p>Should any second tier sponsor be contracted by DLRL and granted similar rights, DLRL will procure that any audio visual input of such sponsor will be in respect of its brand rather than any particular product or service.</p> <p>No person other than an official sponsor or commercial partner of the Air Line System or the European Regional Development Fund shall be granted audio visual content rights in relation to the gondolas.</p>	Operating Date	Yes (as to the content)	<p>DLRL as to the permission required to play content.</p> <p>Sponsor as to content.</p>	<p>Sponsor to decide on and provide to DLRL audio visual content in a suitable format at its own cost.</p> <p>DLRL at its own cost to arrange for the material to be shown/emitted on each crossing.</p>
2.3	<p>Public Relations, Marketing and Publicity Rights</p>	Category Exclusive	<p>The right for Sponsor to advertise and promote its connection with the Air Line System.</p>	Date of this Contract	Yes (as to the content)	Sponsor.	Sponsor to arrange at its own cost.

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
3.	BRAND INTEGRATION: GONDOLAS						
3.1	<p>Gondola branding</p> <p>The right to brand the exterior and interior of the passenger gondolas.</p>	Exclusive	<p>DLRL will procure that the following elements of the gondolas are branded in accordance with the designs developed and agreed pursuant to schedule 3 (Contract Management):</p> <p>(a) Exterior – underneath and approximately the lower 40% of each gondola cabin;</p> <p>(b) Interior – ceiling and approximately the lower 40% of each gondola cabin; and</p> <p>(c) Covering the seats in a specific specially designed and produced moquette fabric.</p>	Operating Date	Yes	DLRL	<p>For (a) and (b), Sponsor at its own cost (less the actual costs for material that DLRL would have had to have produced for blanking such areas had the Sponsor not exercised such right) to design, provide artwork and produce branding materials to be supplied to DLRL.</p> <p>Initial branding: DLRL to arrange for the material to be affixed to the gondolas at its own cost.</p> <p>For subsequent "refreshing": DLRL to remove old Sponsor branding material and affix new Sponsor branding material at Sponsor's cost.</p> <p>The Sponsor shall have the right on reasonable prior notice to DLRL to refresh, replace or amend the Sponsor Additional Branding (other than audio/visual equipment which the Sponsor shall be permitted to refresh/rebrand as frequently as it wishes without interfering with operations) on the gondolas on up to two (2) occasions in each twelve (12) month period during the Sponsorship Period. For the</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
							<p>avoidance of doubt all such refreshing, replacement or amending shall be carried out by DLRL at the Sponsor's cost and shall occur outside the operational hours referred to in clause 6.3. The parties shall agree such costs prior to them being incurred.</p> <p>DLRL at its own cost to maintain Sponsor branding material in good condition throughout the Sponsorship Period subject to fair wear and tear. Any replacement branding material required due to damage or deterioration beyond fair wear and tear shall be supplied by the Sponsor (at its own cost) and incorporated by DLRL (at its own cost).</p> <p>For (c), DLRL to provide at its own cost moquette design for agreement by Sponsor. DLRL to order material for delivery; Sponsor to be responsible for actual cost of material (less the actual costs for material that DLRL would have originally have had to have purchased had the Sponsor not exercised such right).</p>
4.	BRAND INTEGRATION: STATIONS						

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
4.1	<p>Scheme Name, Station Name and Composite Logo on Stations</p> <p>The right to have the Scheme Name and the Composite Logo displayed at the Stations.</p>	Exclusive	DLRL will procure that the Scheme Name, Station Name and Composite Logo are displayed on the interior and exterior of the Stations at the locations and in the sizes and styles set out in Appendix 2.	Operating Date	No	<p>DLRL to the extent that size, style and illumination fall within deemed consent under the Town and Country Planning (Control of Advertisements) Regulations 2007 (the "Regulations").</p> <p>Sponsor for all displays falling outside deemed consent under the Regulations.</p>	<p>DLRL at its own cost to the extent that size and style fall within deemed consent under the Regulations.</p> <p>Sponsor's cost to the extent size and style are outside deemed consent under the Regulations.</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
4.2	<p>Interior directional and informational signage</p> <p>The right to display the Scheme Name, Station Names and the Composite Logo, as appropriate on interior directional and informational signage within the Stations.</p>	Exclusive	DLRL will procure that the Scheme Name, Station Names and the Composite Logo are displayed, as appropriate, on interior directional and informational signage within the Stations at the locations and in the sizes and styles set out in Appendix 2 and in accordance with the Air Line Brand Guidelines.	Operating Date	No	DLRL	DLRL at its own cost.
4.3	<p>External way-finding signage</p> <p>The right to display the Scheme Name, Station Names and the Composite Logo, as appropriate on external way-finding signage.</p>	Exclusive	DLRL will procure that the Scheme Name, Station Names and the Composite Logo are displayed, as appropriate, on exterior way-finding signage in accordance with the Air Line Brand Guidelines and TfL design standards (as defined in the definition of TfL Brand Guidelines).	Operating Date	No	DLRL	DLRL at its own cost.
4.4	<p>Official plaques</p> <p>The right to have official plaques bearing the Sponsor Trade Mark affixed in each of the Stations.</p>	Category Exclusive	DLRL will procure that an official plaque commemorating the Sponsor's contribution to the opening of the Air Line System is affixed to the interior of each Station at the location and in the size and style set out in Appendix 2.	Operating Date	No	DLRL	DLRL at its own cost.

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
4.5	<p>Interior and exterior branding of stations, exterior branding of gondola storage building and exterior branding of substation</p> <p>The right to display Sponsor Additional Branding in stipulated locations within and on the north and south Stations, gondola storage building and substation.</p>	Exclusive (save in respect of any plaque for the European Regional Development Fund)	Sponsor will have the right to brand the spaces in each Station in the locations set out in Appendix 2.	Operating Date	Yes (as to content, impact on the physical infrastructure , impact on signage and impact on operations only)	Sponsor	<p>Sponsor at its own cost to work up designs/ideas and provide (i) physical assets (including audio/visual equipment) and (ii) any vinyl wrapping or other wall covering. Sponsor responsible for any necessary additional costs of maintenance in respect of equipment for: (A) beyond maintenance costs other than "first line" maintenance described below and (B) any maintenance costs for vinyl wrapping or other wall covering other than cleaning.</p> <p>DLRL to arrange for installation. Actual installation / amendments to Station design shall be borne by the Sponsor and will be the actual additional cost incurred by DLRL.</p> <p>The Sponsor shall have the right on reasonable prior notice to DLRL to refresh, replace or amend the Sponsor Additional Branding (other than audio/visual equipment which the Sponsor shall be permitted to refresh/rebrand as frequently as it wishes without interfering with operations) on the Stations on up to four (4) occasions in each twelve (12) month period during the Sponsorship Period. For the avoidance of doubt all such</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
							refreshing, replacement or amending shall be carried out by DLRL at the Sponsor's cost and shall occur outside the operational hours referred to in clause 6.3. The parties shall agree such costs prior to them being incurred. Where necessary skills are available from existing staff resources, DLRL to provide "first line response", in the Operating Period (planned operational hours), to issues arising from equipment installed. DLRL also to be responsible for cleaning of vinyl wrapping or other wall covering.
5.	PASSENGER INTERACTION						
5.1	Ticket branding The right to have the Air Line System Brand Visual Identity included on Air Line System passenger tickets.	Exclusive	DLRL will procure that all paper tickets for the Air Line System sold in either of the Stations incorporate the designs developed and agreed by the parties pursuant to schedule 3 (Contract Management).	Operating Date	Yes	DLRL	DLRL to provide at its own cost suitable artwork for comment by Sponsor . DLRL to procure the supply of such numbers of tickets as are necessary for passengers using the Air Line System when needed at its own cost.

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
5.2	Staff uniform The right for Air Line System staff to wear Air Line System Visual Identity branded uniforms.	Exclusive	DLRL will procure that Air Line System staff located in the Stations wear the uniforms agreed pursuant to schedule 3 (Contract Management) at all times during the operational hours of the Air Line System.	Operating Date	Yes	DLRL for original uniforms. Sponsor for changes.	Sponsor at its own cost (less the actual cost of uniforms DLRL would have originally purchased had the Sponsor not exercised this right) to design and provide uniforms in suitable numbers (including a reasonable number of spares)
5.3	Customer service communications The right to provide key brand messages to customer facing Air Line System staff.	Exclusive	DLRL will arrange for the customer facing Air Line System staff located at the Stations to be provided with key brand messages provided by the Sponsor as part of their induction training and as updated from time to time.	Operating Date	Yes	DLRL	Sponsor at its own cost to provide to DLRL material indicating appropriate "messages" and refresh as appropriate DLRL at its cost to provide training using above material
6.	EXPERIENTIAL AND EVENT OPPORTUNITIES						
6.1	Strategic campaigns The right to run campaigns in the Stations.	Category Exclusive	The Sponsor shall be entitled to run exclusive sampling, surveys, promotional and retail campaigns in the Stations as agreed pursuant to schedule 3 (Contract Management).	Operating Date	Yes	Sponsor	At its own cost, Sponsor to arrange and execute campaigns; DLRL at its cost to provide co-operation and reasonable assistance from existing staff on stations

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
6.2	<p>Special use during operating hours:</p> <p>The right to special use of passenger gondolas during planned operating hours</p>	Category Exclusive	The Sponsor shall be entitled to the exclusive use of a minimum of 12 of the passenger gondolas on twelve (12) separate occasions per year during planned operating hours provided always that any such events shall in no way limit DLRL's ability to operate the Air Line System as a public transport service.	Operating Date	Yes (as to dates and times)	DLRL	DLRL to co-operate and to provide Sponsor with special services requested by Sponsor . Where special operations can be contained within the current operation (i.e. within the then applicable operating hours/service) DLRL to provide at own cost.
6.3	<p>Special use outside of planned operating hours</p> <p>The right to special use of passenger gondolas outside of planned operating hours.</p>	Category Exclusive	The Sponsor shall be entitled to the exclusive use of the passenger gondolas outside of planned operating hours provided always that any such events shall in no way limit DLRL's ability to operate the Air Line System as a public transport service.	Operating Date	Yes	DLRL to the extent permitted under the Planning Permission.	DLRL to co-operate and assist Sponsor in operation of special services. Where these special operations require additional opening hours/services actual additional costs to be for Sponsor .

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
6.4	Sponsor's tickets	Exclusive as to (c)	<p>(a) The Sponsor shall be entitled to 2,000 free tickets in the first year of operation and 1,000 free tickets each year thereafter for the remainder of the Sponsorship Period.</p> <p>(b) In addition, the Sponsor shall be entitled to purchase an additional 5,000 tickets in each year of the Sponsorship Period at half the retail price of a standard single ticket.</p> <p>(c) During the launch period (being the period of 28 days immediately following the Air Line System becoming operational), with the exception of TFL/DLRL, the Sponsor shall have the exclusive right to distribute the free and discounted tickets referred to in (a) and (b) to the public as competition prizes/to its guests.</p>	Operating Date	No	DLRL	<p>In respect of (a), DLRL</p> <p>In respect of (b), the Sponsor</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
7.	BUILD PERIOD MEDIA						
7.1	<p>Build site branding</p> <p>The right for Sponsor Additional Branding and Sponsor Trade Mark to be included on construction hoardings.</p>	<p>Exclusive</p> <p>(Subject only to the right for MACE and its subcontractors, the European Fund for Regional Development and Greenwich Peninsula Regeneration Limited (GPRL) to have their names included on the TfL hoardings (which shall occupy the other 50% of hoardings not offered to the Sponsor).</p>	<p>DLRL shall procure that the Sponsor Additional Branding and Sponsor Trade Mark be included on construction hoardings in appropriate locations as determined by DLRL in consultation with the Sponsor.</p> <p>The Sponsor will have the exclusive right to brand 50% of the available hoarding space.</p>	Date of this Contract	Yes	DLRL	<p>Sponsor to provide copy/artwork at its cost.</p> <p>DLRL at its cost to incorporate into hoarding material to be affixed and maintained in good condition.</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
7.2	Marking of project milestones and launch	Exclusive	The Sponsor, in conjunction with DLRL, to be able to use key project milestones (including launch) as opportunities to establish Scheme Name recognition and Air Line System consciousness.	Date of this Contract	Yes	DLRL or Sponsor depending on which party is undertaking the event.	<p>Cost of a standard PR event to cover the main key project milestones (including launch) (such as sponsorship announcement, completion of towers, roping, topping out, gondola stringing and testing events) to be borne by DLRL and the parties agree that the cost may be attributed to the marketing cost requirement set out at clause 6.1(a). Any additional events or amplification over the regular TfL press event to be borne by the Sponsor.</p> <p>DLRL and Sponsor to agree number and nature of events.</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
8.	COMMERCIAL OPPORTUNITIES						
8.1	<p>Promotional or retail space</p> <p>The right to use the permanent space underneath the gondola storage area next to the South Station for promotional or retail activity.</p>	Exclusive	The Sponsor will be given the right to occupy the permanent spaces under the gondola storage for promotional or retail activities.	From handover of space by Air Line Contractor	Yes	DLRL	<p>At its own cost, Sponsor to design, equip, install, operate and maintain the retail /"experience" area and any structural changes required to the surrounding structure. Where skills are available from existing staff resources, DLRL to provide "first line response" to issues arising.</p> <p>The right and licence for the Sponsor to occupy and use such space for such purposes throughout the Term shall be DLRL's sole cost.</p>
8.2	<p>Use of sample gondola</p>	Exclusive	DLRL will provide the sample gondola for the Sponsor to use in promotional events including sponsorship announcement (joint arrangements) and the World Travel Market.	Date of this Contract	Yes	Sponsor	<p>DLRL to provide gondola at its cost; arrange for sample moquette material to be provided in Sponsor design.</p> <p>Sponsor to arrange for design/production/installation of suitable branding materials to be affixed to the gondola and for the seats to be dressed with the sample moquette material supplied.</p> <p>DLRL responsible for transport of gondola to site for the sponsorship announcement and return and for suitable material damage and public liability insurance during such</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
							<p>period.</p> <p>Sponsor responsible for transport of gondola to and from the World Travel Market and for suitable material damage and public liability insurance during the World Travel Market.</p>
8.3	Air Line System display in London Transport Museum		<p>DLRL will procure for the sample gondola along with associated information about the Air Line System to be displayed in the London Transport Museum for a limited period of time (expected to be from after the World Travel Market until June 2012)</p> <p>When the sample gondola is not available a smaller, permanent display without the gondola will be procured by DLRL for an appropriate period.</p>	Date of activation	Yes	DLRL	<p>DLRL to arrange at its own cost</p> <p>DLRL to be responsible for transportation of gondola.</p>

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
8.4	Merchandising Rights The right for the Sponsor to use elements of the Air Line Visual Identify, including the Composite Logo with merchandise	Exclusive	DLRL will work with the Sponsor (in good faith) to develop a range of Air Line System merchandise, which incorporates various elements of the Air Line Visual Identity, including the Scheme Name, Station Names and Composite Logo. The parties shall equally share costs and profits of all merchandise procured and sold globally. Parties to also equally share the licensing fee charged to third parties who wish to use the Air Line Visual Identity, with the licensing fee set at 10% of the wholesale price of merchandise sold, but subject to alternative arrangement, depending on third party, nature of merchandise and location.	Date of this Contract	Yes	DLRL within the UK and Sponsor outside of the UK	DLRL and Sponsor to share costs equally
9.	DORMANT RIGHTS (i.e. Rights available to the Sponsor which have not yet been activated)						
9.1	Tower names	Exclusive	Sponsor has the right to name the three main towers. DLRL to use the tower names as per the arrangements in 1.1 above	Date of activation	Yes	DLRL	DLRL at its own cost
9.2	Upgraded gondolas	Exclusive	Upgrading of the interior of an agreed number of gondolas e.g. to incorporate different and upgraded seating arrangements	Date of activation	Yes	Sponsor	Sponsor at its own cost

Paragraph	Rights Description/ Summary	Exclusive or Category Exclusive	Obligations, Conditions and Restrictions	Effective Date	Requires further DLRL approval	Party responsible for third party approval/ consent	Activation cost and responsibility
9.3	Gondola flooring	Exclusive	Right to use the floor of the gondolas for sponsorship material (non slip)	Date of activation	Yes	Sponsor	<p>Sponsor at its own cost to design, provide artwork and produce branding materials to be supplied to DLRL (unless the parties agree that it is more efficient for DLRL to procure such materials at the Sponsor's cost)</p> <p>DLRL to affix at Emirate's cost</p> <p>For subsequent "refreshing", DLRL to remove old material and affix new material at Sponsor's cost</p>

APPENDIX 1
DLRL/TFL MATERIALS

Schedule 1 – Appendix 1

The table below sets out the main categories of media which will show/use the Air Line agreed branding in the form of the Scheme Name and Scheme Logo as appropriate to the relevant media. It is not intended to be exhaustive and the media used may vary in type and scope over the period of the contract in line with broader TfL policies on customer information. If the type or scope of media changes over the life of the contract, references to the Emirates Air Line will be included in relevant replacement media as it is introduced. Where the table shows “script to be agreed” the relevant announcement/s will by default be in accordance with standard TfL practise but take into account comments from the Sponsor.

REF.	ITEM	MEDIA	DISPLAY	ACTIVATION NOTES*
1	Standard Tube Map (Shows all Underground, DLR and Overground lines and stations and zone boundaries)	Poster Maps in various formats and sizes, with the most common being Quad Royal (1,270mm x 1,016mm) which is used on sites which TfL normally uses for such maps. There are currently around 2,500 printed and circulated around London per print update with around 1,800 of these displayed on the TfL network and National Rail system around London.	Includes a) as “under construction” in construction phase; and b) fully when opened	a) At next reprint after contract signature; and b) From opening
		Pocket Tube Maps, with approx 25 million pocket tube maps (75mm x 150mm - portrait) currently distributed each year (distributed at approx ½ million per week).	a) and b) as above	a) and b) as above
		Ticket Machine Maps	From opening	As soon as possible after opening
		In train tube maps on London Underground and London Overground trains	From opening	As soon as possible after opening
2	London Rail & Tube Services Map (formerly Oyster map) (Shows all Underground, DLR, Tramlink, Overground, National Rail and fare zone	Poster maps: In various formats and sizes, with the most common being Quad Royal (40 x 50 inches) posted on sites which TfL normally uses for such maps.	Includes a) as “under construction” in construction phase; and b) fully when opened	a) At next reprint after contract signature and b) at next reprint after opening posted in accordance with TfL’s normal posting cycles

REF.	ITEM	MEDIA	DISPLAY	ACTIVATION NOTES*
	boundaries. National Rail lines are shown in white with a thick outline coloured according to the mainline terminus station they serve	This map is also posted on main line rail stations in the Greater London area. Approx 1,000 copies posted on the TfL network plus copies on main line stations around London.		
3	Jubilee Line rolling stock and stations)	In train Line Maps: Multiple maps in every carriage used on the line (50 trains in operation, each with 7 cars)	From opening	From opening
		Train Announcements: Audio and visual (dot matrix displays)	From opening audio/display as appropriate	Start installation from opening – script to be agreed and addition of recording may take several months to complete.
		Station announcements (North Greenwich)	From opening audio/display as appropriate	From opening – script to be agreed
		Wayfinding signage, primarily around North Greenwich tube station	From opening	From opening
4	DLR rolling stock and stations	London Rail & Tube Services Map (formerly Oyster map)	Includes a) as “under construction” in construction phase; and b) fully when opened	a) At next reprint after contract signature and b) at next reprint after opening posted in accordance with TfL’s normal posting cycles
		In train Line Maps. 8 in each vehicle with typically 130 vehicles in service at any one time	Include a) as “under construction” in construction phase and b) fully when opened	a) At next reprint after contract signature and b) at next reprint after opening
		Train announcements	From opening	From opening – “script” to be agreed
		Route finders	From opening	From opening
		Wayfinding signage, primarily from	From opening	From opening

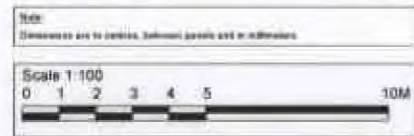
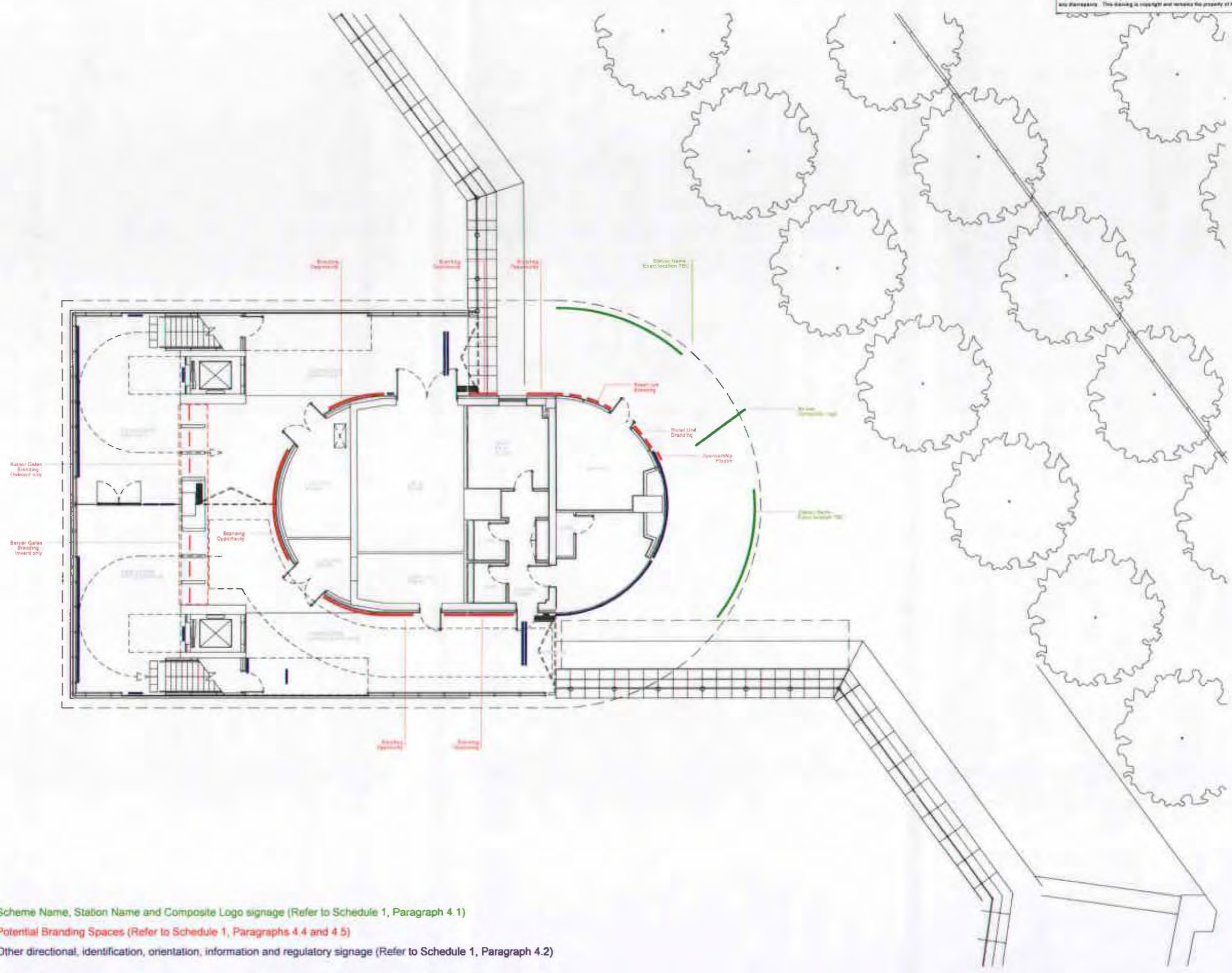
REF.	ITEM	MEDIA	DISPLAY	ACTIVATION NOTES*
		Royal Victoria and Canning Town		
5	Bus	Poster Maps - including spider and vicinity maps (covering appropriate area)	From opening	At next reprint after opening
		Pocket Maps	From opening	At next reprint after opening
		Specific maps in North Greenwich Bus Station and as a pictogram on relevant bus timetables	From opening	At next reprint after opening
		Bus announcements (on routes serving North Greenwich and Royal Victoria)	From opening	From opening
6	River Services	Poster Maps	From opening	At next reprint after opening
		Leaflets	From opening	At next reprint after opening
		Boat announcements	From opening	From opening
		Wayfinding, from North Greenwich Pier	From opening	From opening
7	Online	TfL Website - General updates	Include a) as a project / scheme during the construction phase and b) a new mode with its own page when fully opened	a) As soon as possible after contract signature; and b) From opening
		TfL Website - Travel Information	From opening	From opening
		Journey Planner	From opening	From opening
		TfL Staff information	Regular updates and information	From contract signature
8	Air Line Stations	Station announcements	From opening - e.g. "Welcome to the Emirates Air Line"	From opening - "script" to be agreed

REF.	ITEM	MEDIA	DISPLAY	ACTIVATION NOTES*
9	Other	Metro TfL page	Occasional updates and information	From contract signature
		Press releases/announcements	Inclusion for project milestones	From contract signature
		Hoardings	Inclusion of project key messages	From contract signature
		Oyster Guides	Air Line fares included	From opening
		Legible London	Inclusion on relevant signs	From opening
		A-Z Maps	In line with 3 rd party updates	Issue information from opening
		Ordinance Survey Maps	In line with 3 rd party updates	Issue information from opening
		Satellite Navigation	In line with 3 rd party updates	Issue information from opening

* = subject to further discussion on opening date

APPENDIX 2
STATION PLANS

This drawing is to be used in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The signmaker should be notified immediately of any discrepancies. This drawing is copyright and remains the property of Halcrow.



- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- - - Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)

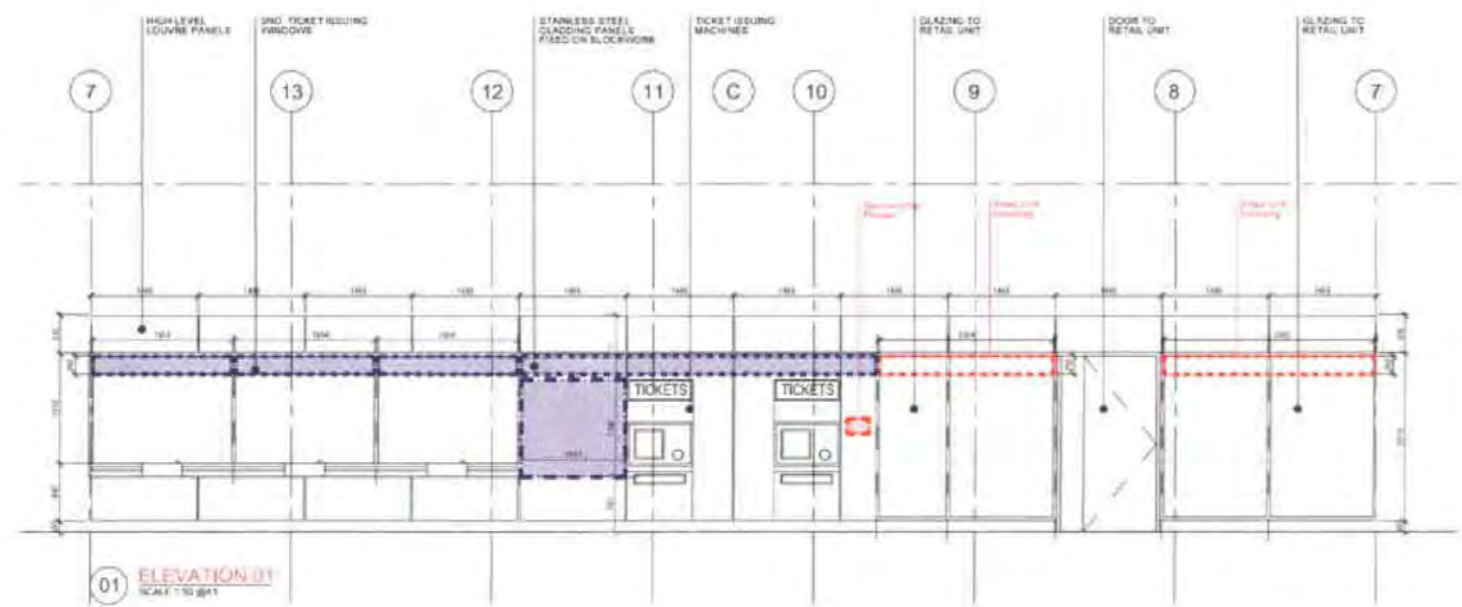
Rev	Date	Description	By	CHK
-	02/09/11	FOR INFORMATION	ME	SM
01	18/09/11	FOR INFORMATION	RP	SM
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM



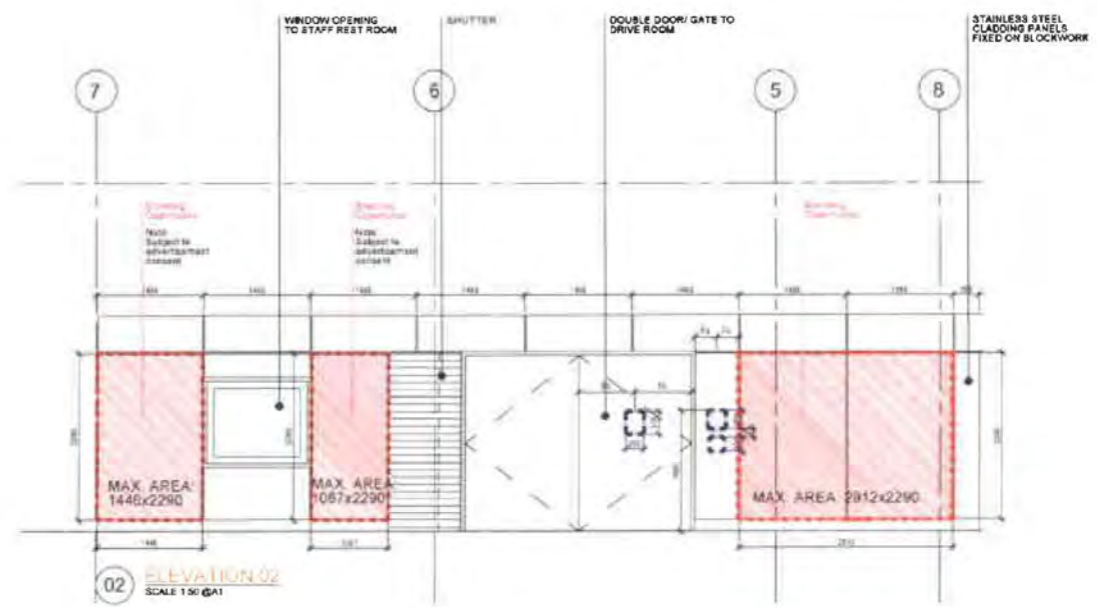
mace
 Appleton House
 6th Floor
 100 Broad Street
 London
 W1J 7EJ
 United Kingdom
 +44 (0) 20 7 766 4000 F
 +44 (0) 20 7 554 8111 P

Project:	London Cable Car Project
Title:	NORTH STATION (DRIVE STATION) WAYFINDING AND BRANDING GROUND FLOOR - LOCATION PLAN
Scale @A1:	1/100
Scale @A2:	1/200
Drawing and CAD File Number:	802-65-AED-DWG-090001
Revision:	23

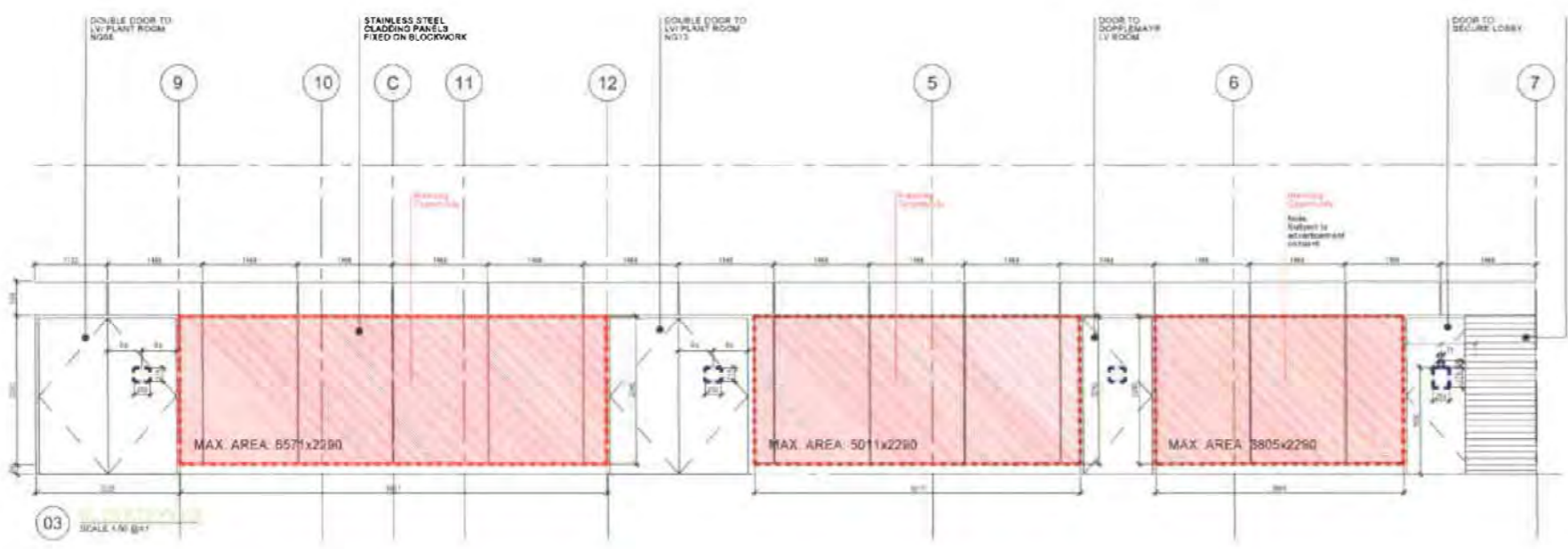
This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The originator should be notified immediately of any discrepancy. This drawing is copyright and remains the property of Aedas.



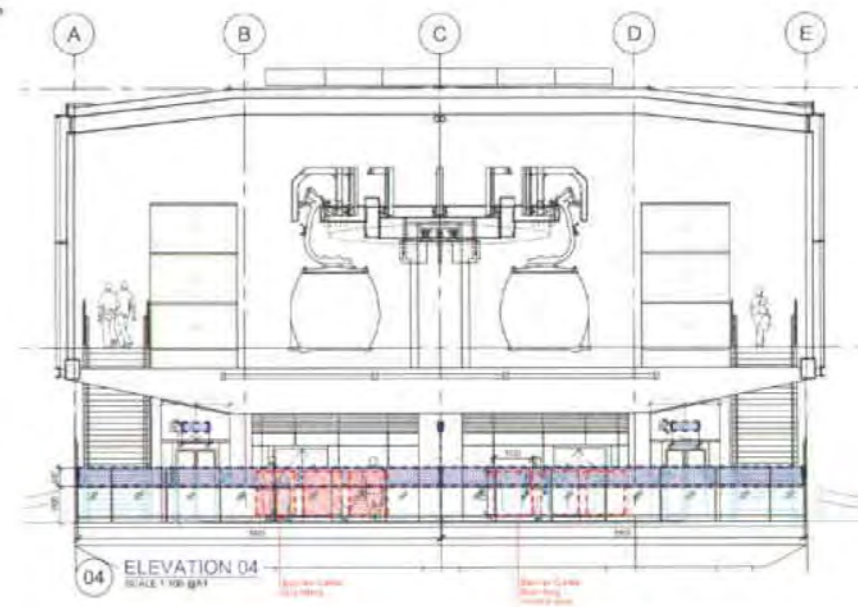
01 ELEVATION 01
SCALE 1:50 @A1



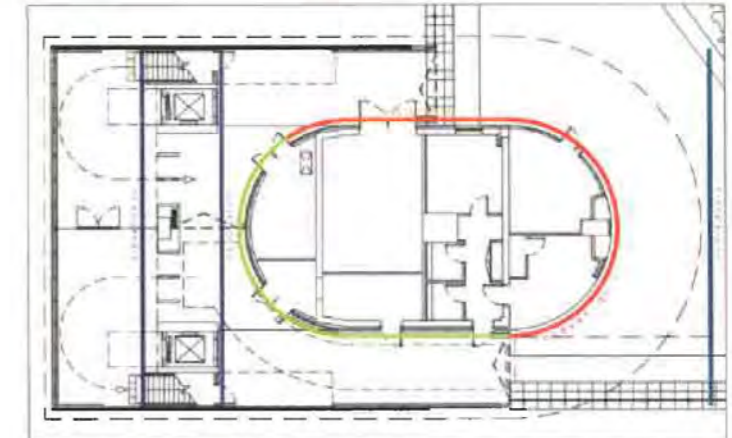
02 ELEVATION 02
SCALE 1:50 @A1



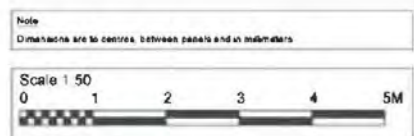
03 SCALE 1:50 @A1



04 ELEVATION 04
SCALE 1:50 @A1



10 KEY PLAN
SCALE 1:500 @A1



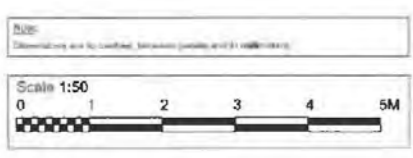
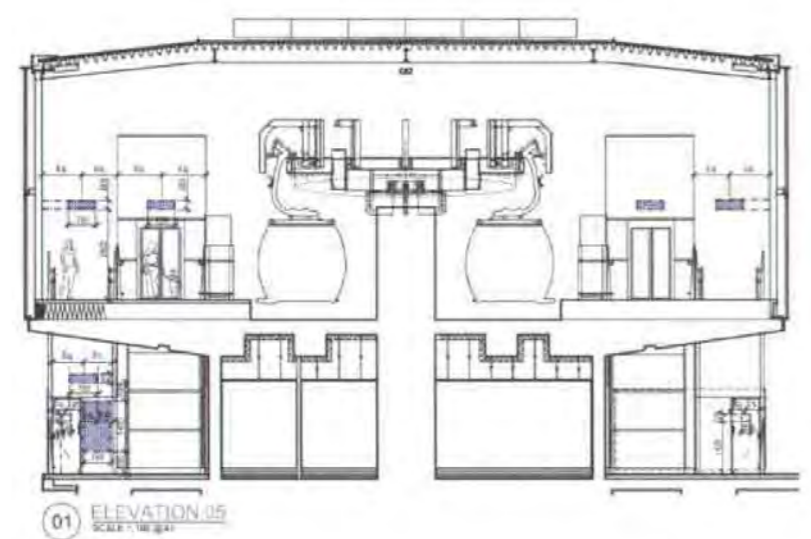
- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)

Rev	Date	Description	By	Check
-	02/09/11	FOR INFORMATION	MB	SM
01	16/09/11	FOR INFORMATION	DP	SM
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM

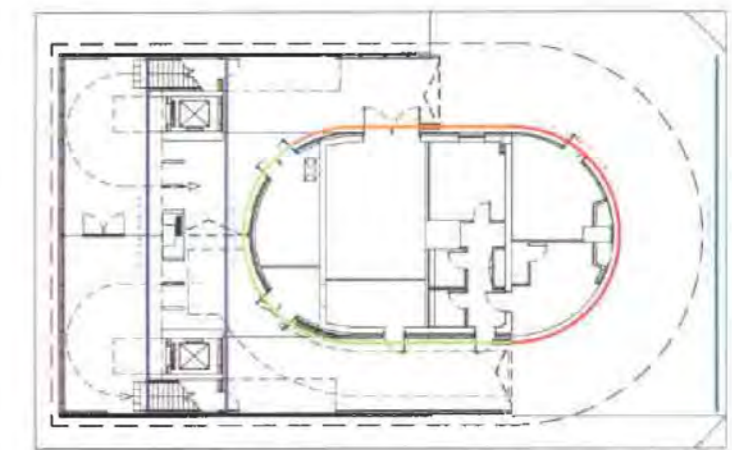


Project: London Cable Car Project	
Title: NORTH STATION (DRIVE STATION) WAYFINDING AND BRANDING GROUND FLOOR - UNROLLED ELEVATIONS (1 of 2)	
Scale @A1: 1/50	Scale @A2: 1/100
Scale @A3: 1/100	Scale @A4: 1/100
Scale @A5: 1/100	Scale @A6: 1/100
Scale @A7: 1/100	Scale @A8: 1/100
Scale @A9: 1/100	Scale @A10: 1/100
Scale @A11: 1/100	Scale @A12: 1/100
Scale @A13: 1/100	Scale @A14: 1/100
Scale @A15: 1/100	Scale @A16: 1/100
Scale @A17: 1/100	Scale @A18: 1/100
Scale @A19: 1/100	Scale @A20: 1/100
Scale @A21: 1/100	Scale @A22: 1/100
Scale @A23: 1/100	Scale @A24: 1/100
Scale @A25: 1/100	Scale @A26: 1/100
Scale @A27: 1/100	Scale @A28: 1/100
Scale @A29: 1/100	Scale @A30: 1/100
Scale @A31: 1/100	Scale @A32: 1/100
Scale @A33: 1/100	Scale @A34: 1/100
Scale @A35: 1/100	Scale @A36: 1/100
Scale @A37: 1/100	Scale @A38: 1/100
Scale @A39: 1/100	Scale @A40: 1/100
Scale @A41: 1/100	Scale @A42: 1/100
Scale @A43: 1/100	Scale @A44: 1/100
Scale @A45: 1/100	Scale @A46: 1/100
Scale @A47: 1/100	Scale @A48: 1/100
Scale @A49: 1/100	Scale @A50: 1/100
Scale @A51: 1/100	Scale @A52: 1/100
Scale @A53: 1/100	Scale @A54: 1/100
Scale @A55: 1/100	Scale @A56: 1/100
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Scale @A63: 1/100	Scale @A64: 1/100
Scale @A65: 1/100	Scale @A66: 1/100
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Scale @A71: 1/100	Scale @A72: 1/100
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Scale @A75: 1/100	Scale @A76: 1/100
Scale @A77: 1/100	Scale @A78: 1/100
Scale @A79: 1/100	Scale @A80: 1/100
Scale @A81: 1/100	Scale @A82: 1/100
Scale @A83: 1/100	Scale @A84: 1/100
Scale @A85: 1/100	Scale @A86: 1/100
Scale @A87: 1/100	Scale @A88: 1/100
Scale @A89: 1/100	Scale @A90: 1/100
Scale @A91: 1/100	Scale @A92: 1/100
Scale @A93: 1/100	Scale @A94: 1/100
Scale @A95: 1/100	Scale @A96: 1/100
Scale @A97: 1/100	Scale @A98: 1/100
Scale @A99: 1/100	Scale @A100: 1/100

This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing any drawings. The originator should be notified immediately of any discrepancy. This drawing is copyright and remains the property of Aedas.

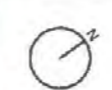


- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)



Rev.	Date	Description	By	Check
-	02/09/11	FOR INFORMATION	MB	SM
01	10/09/11	FOR INFORMATION	RP	SM
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM

Buro Happold

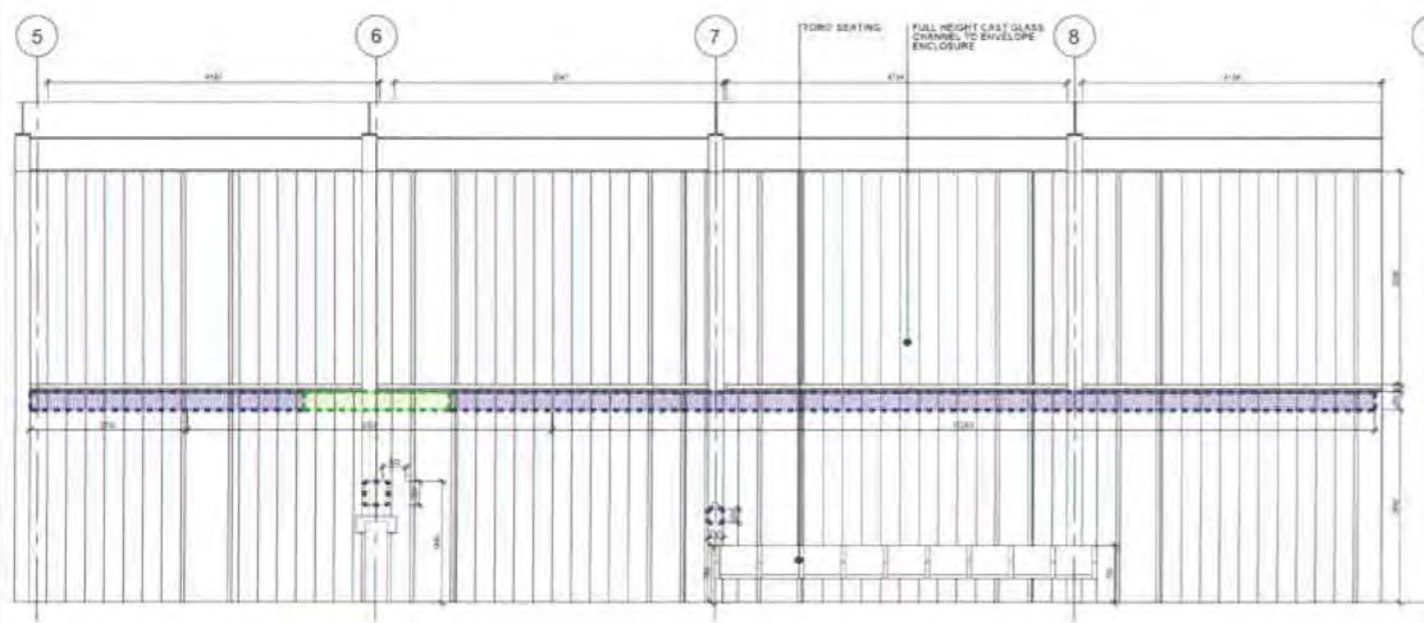


Aedas House
 04 Pratt Street
 London
 NW1 0JF
 United Kingdom

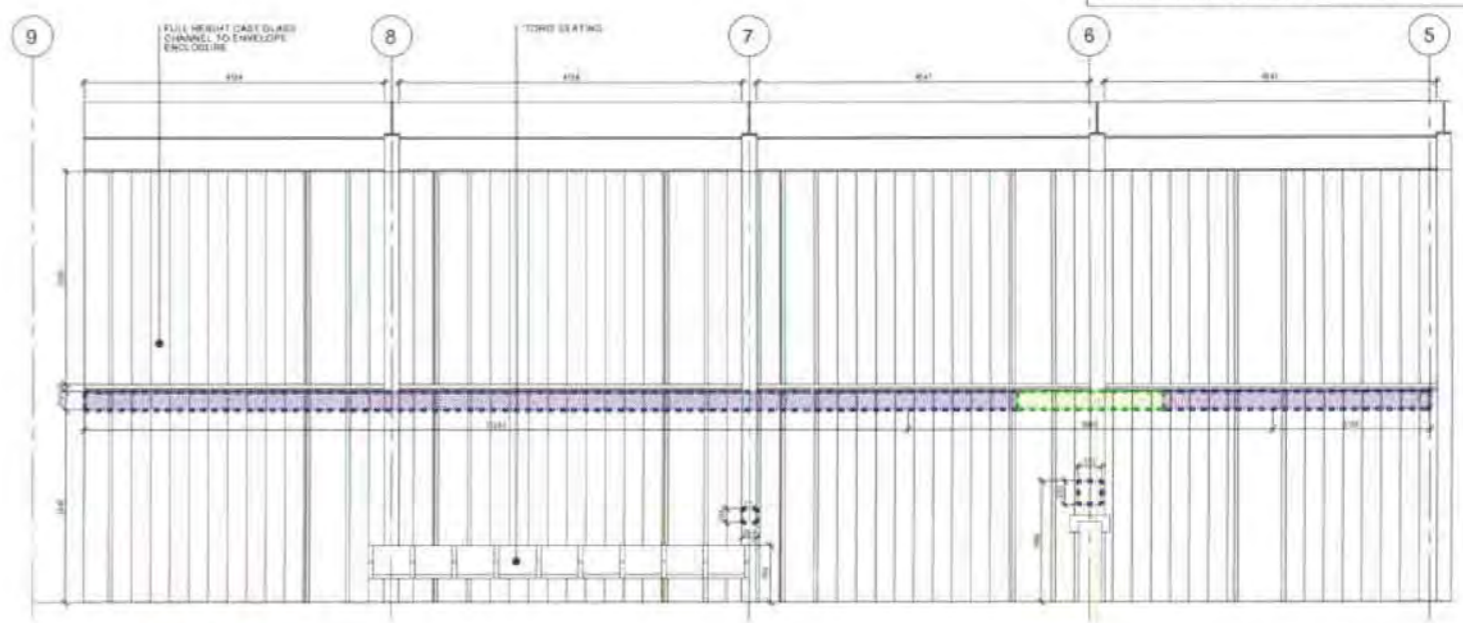
+44 (0) 20 7 068 8000
 +44 (0) 20 7 554 8111

Project:	London Cable Car Project		
Title:	NORTH STATION (DRIVE STATION) WAYFINDING AND BRANDING GROUND FLOOR - UNROLLED ELEVATIONS (2012)		
Scale @A1:	1/100	Drawing and CAD File Number:	002-AR-AED-DWG-0600008
Scale @A3:	1/200	Revision:	03

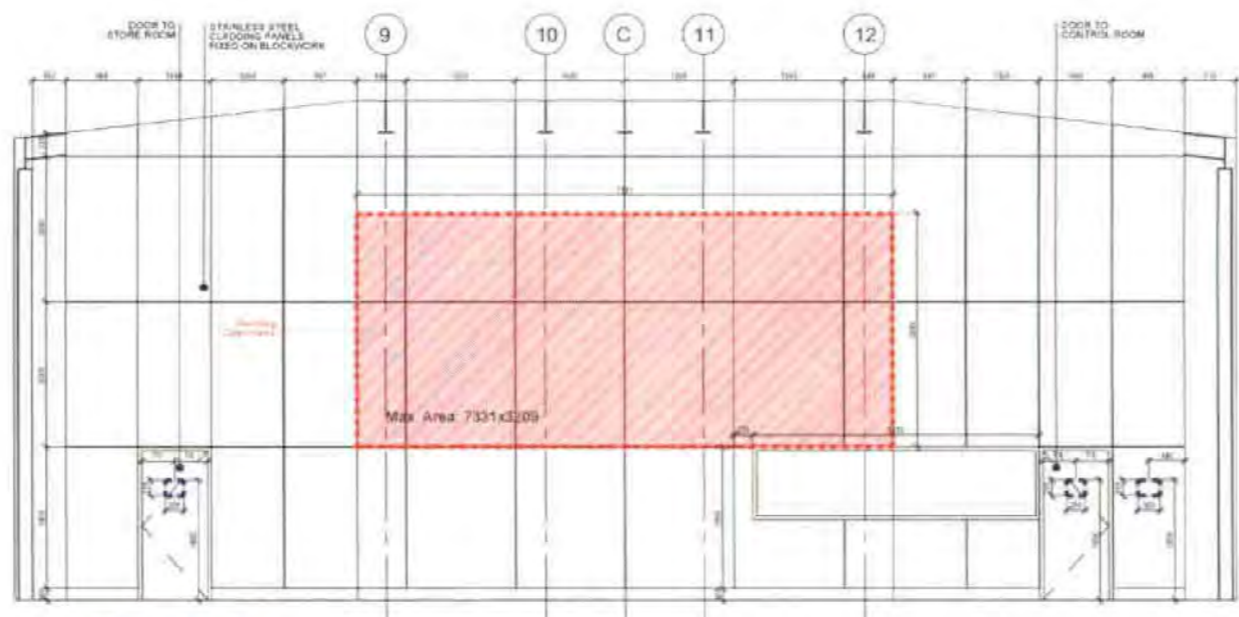
This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The contractor should be notified immediately of any discrepancy. This drawing is copyright and remains the property of Aedas.



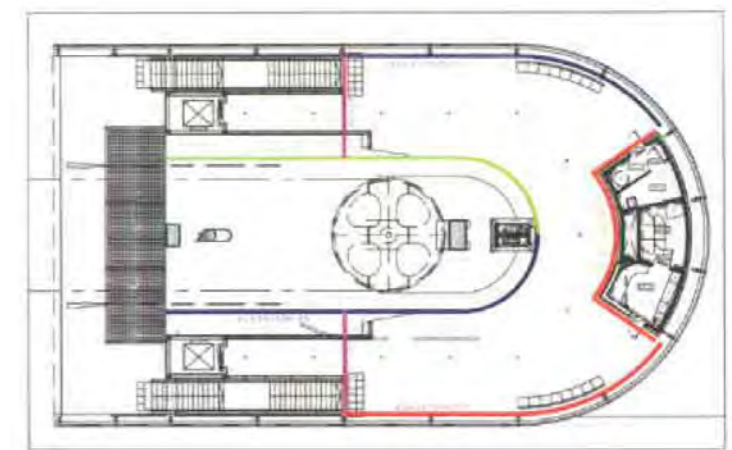
03 ELEVATION 03
SCALE 1/50 @A1



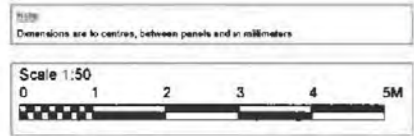
01 ELEVATION 01
SCALE 1/50 @A1



02 ELEVATION 02
SCALE 1/50 @A1



04 KEY PLAN
SCALE 1/200 @A1



- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)

Rev	Date	Description	By	Check
-	02/08/11	FOR INFORMATION	MB	SM
01	16/09/11	FOR INFORMATION	RP	SM
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM

Asst. House
24 Park Street
LONDON
W4T 0LS
United Kingdom

+44 (0) 20 7 069 0000
+44 (0) 20 7 554 9111

Project: London Cable Car Project

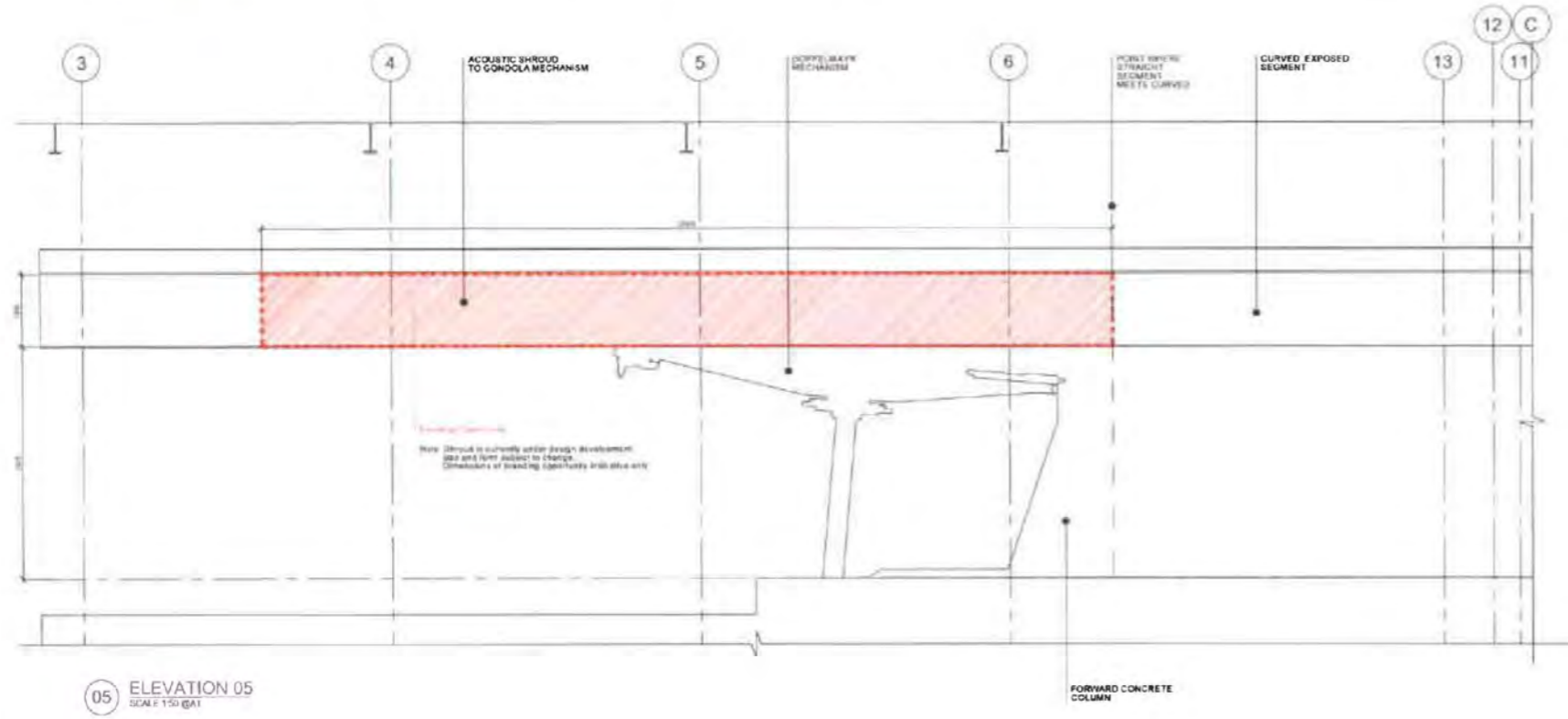
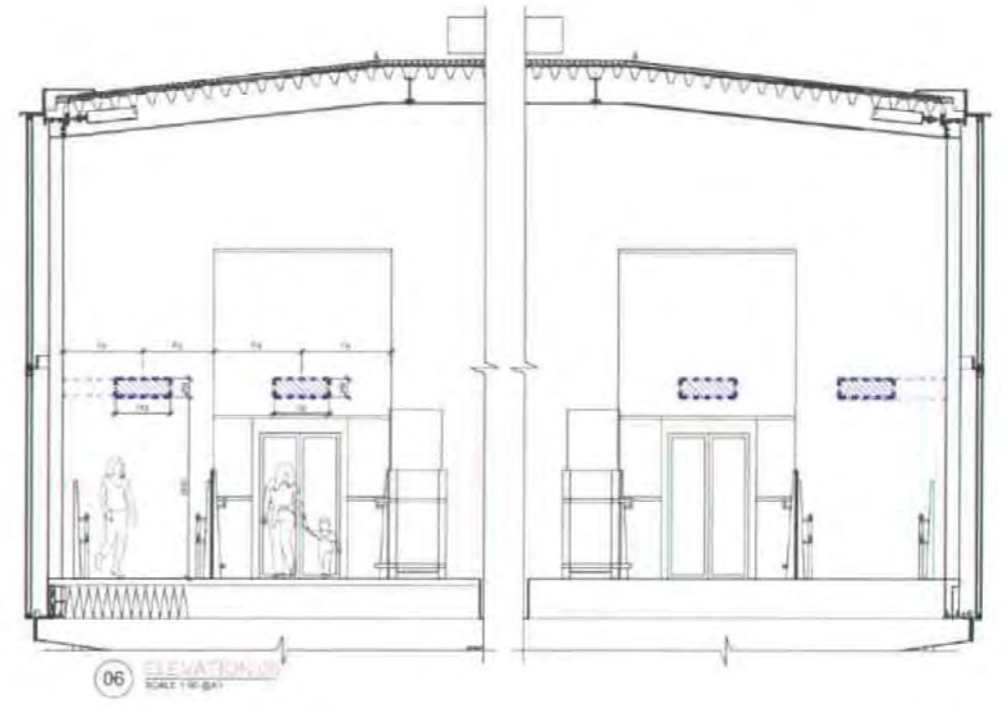
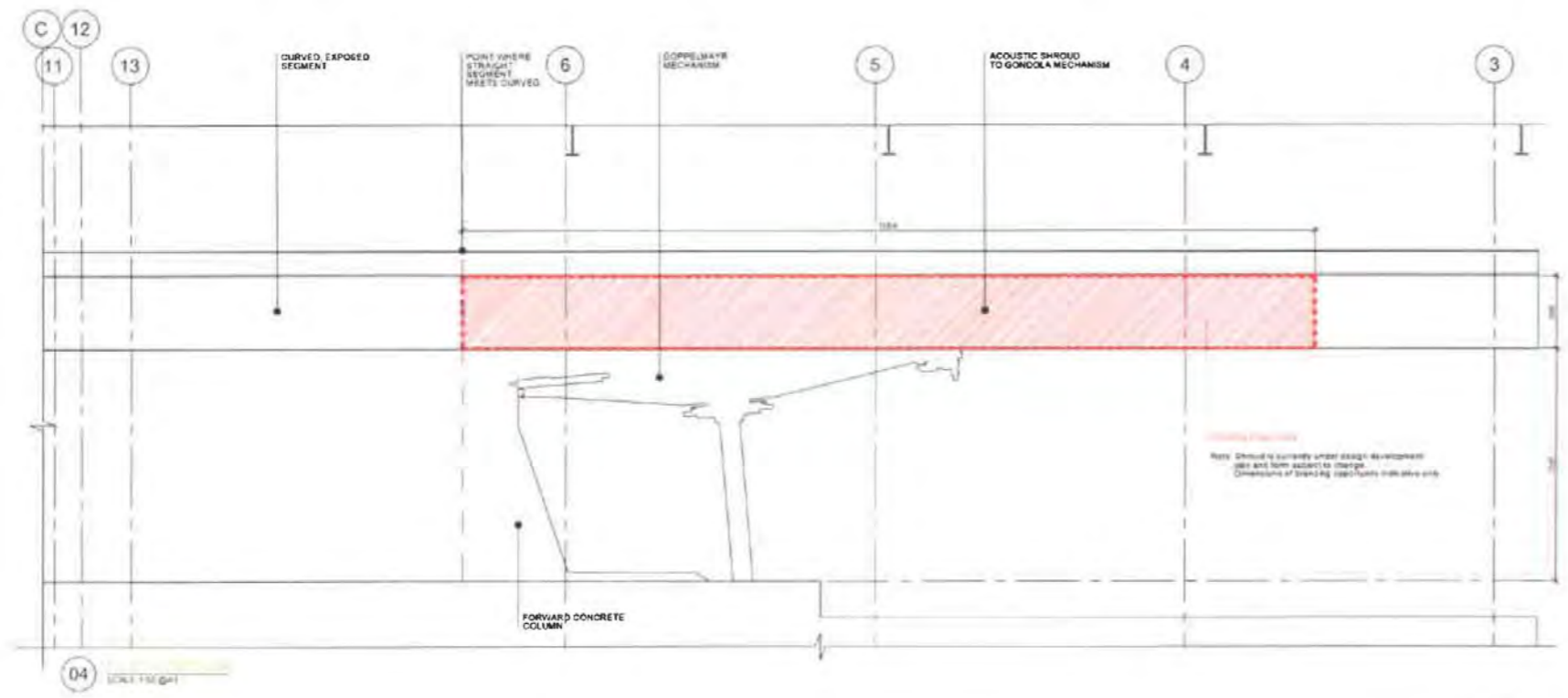
Title: NORTH STATION (DRIVE STATION)
WAYFINDING AND BRANDING
FIRST FLOOR - UNROLLED ELEVATIONS (1of2)

Scale @A1: 1/50 **Scale @A3:** 1/100

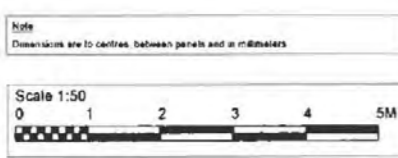
Drawing and CAD File Number: 002-SG-AED-UWG-0600997

Version: 03

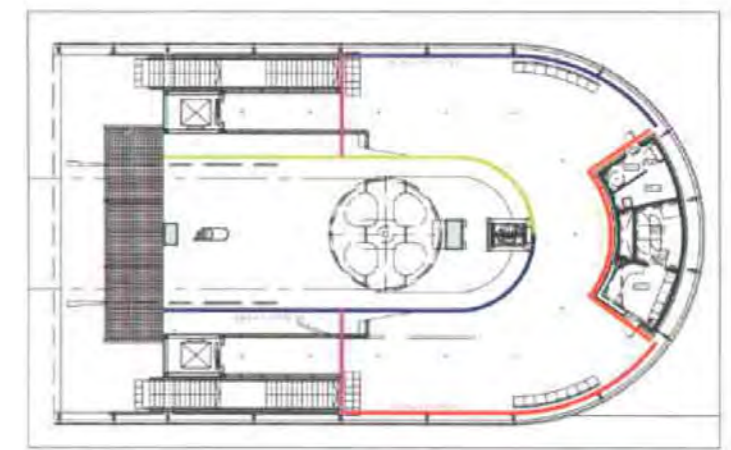
This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The originator should be notified immediately of any discrepancy. This drawing is copyright and remains the property of Aedas.



05 ELEVATION 05
SCALE 1:50 @A1

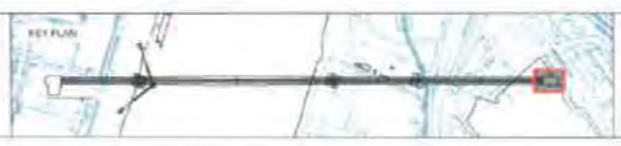


- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)



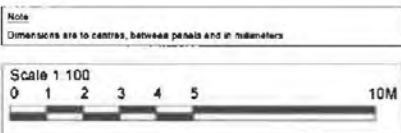
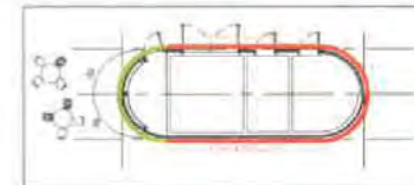
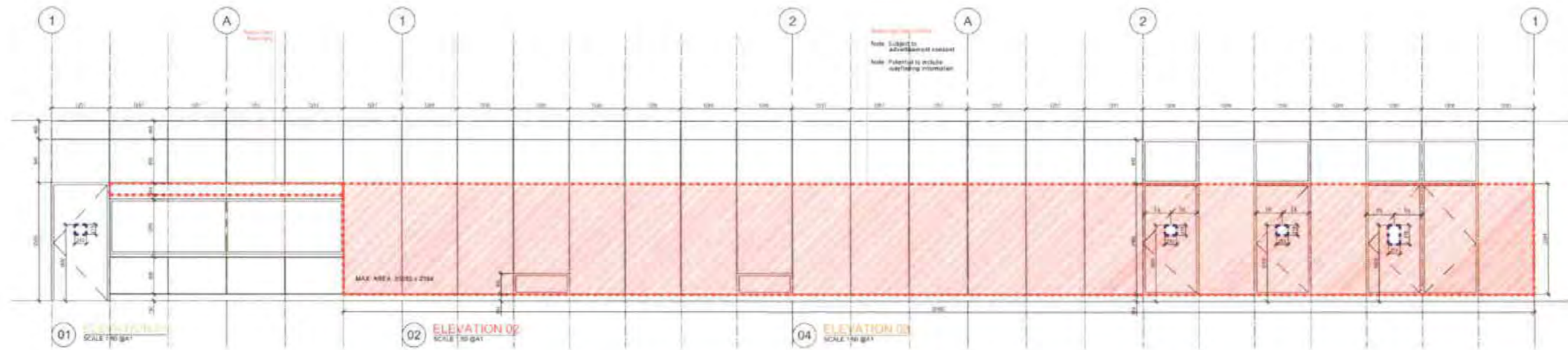
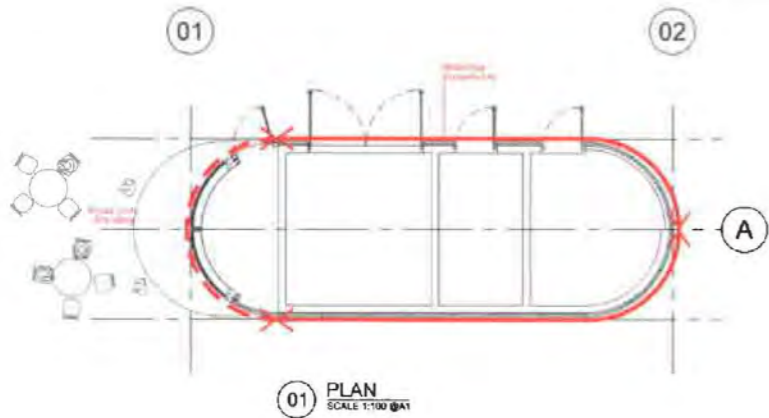
01 KEY PLAN
SCALE 1:200 @A1

Rev	Date	Description	By	Check
-	02/05/11	FOR INFORMATION	MB	SM
01	16/09/11	FOR INFORMATION	RP	SV
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM



Project: London Cable Car Project		Revision: 03
Title: NORTH STATION (DRIVE STATION) WAYFINDING AND BRANDING FIRST FLOOR - UNROLLED ELEVATIONS (2o/2)		
Scale: A1: 1/50	Drawing and CAD File Number: 002-AR-AED-060005	
Scale: A2: 1/100		

This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The contractor should be notified immediately of any discrepancies. This drawing is copyright and remains the property of Mace



- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)

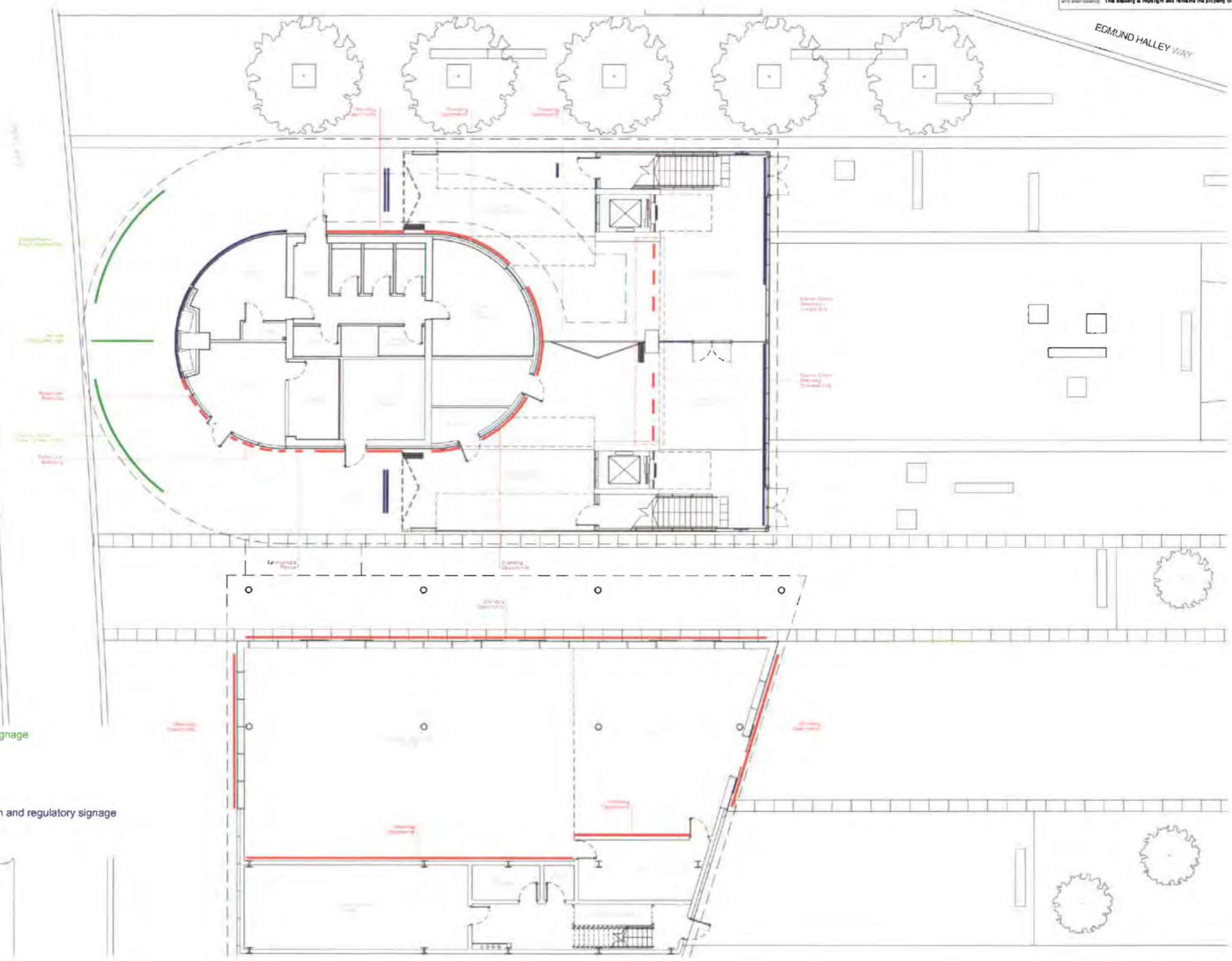
Rev.	Date	Description	By	Chk
	02/03/11	FOR INFORMATION	MB	SM
01	16/05/11	FOR INFORMATION	RP	SM
02	19/05/11	FOR INFORMATION	RP	SM
03	23/08/11	FOR INFORMATION	RP	SM



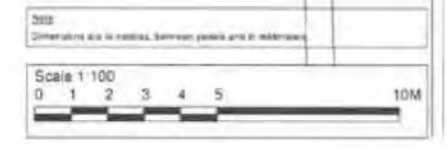
Project	London Cable Car Project
Title	NORTH STATION (DRIVE STATION) WAYFINDING AND BRANDING KIOSK AND SUBSTATION BUILDING
Scale @A1	1:100
Scale @A3	1:200
Drawing and CAD File Number	003-SG-AED-UWO-000020
Revision	03

This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing other drawings. The originator should be notified immediately of any discrepancies. This drawing is copyright and remains the property of Aedas.

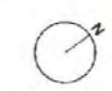
EDMUND HALLEY WAY



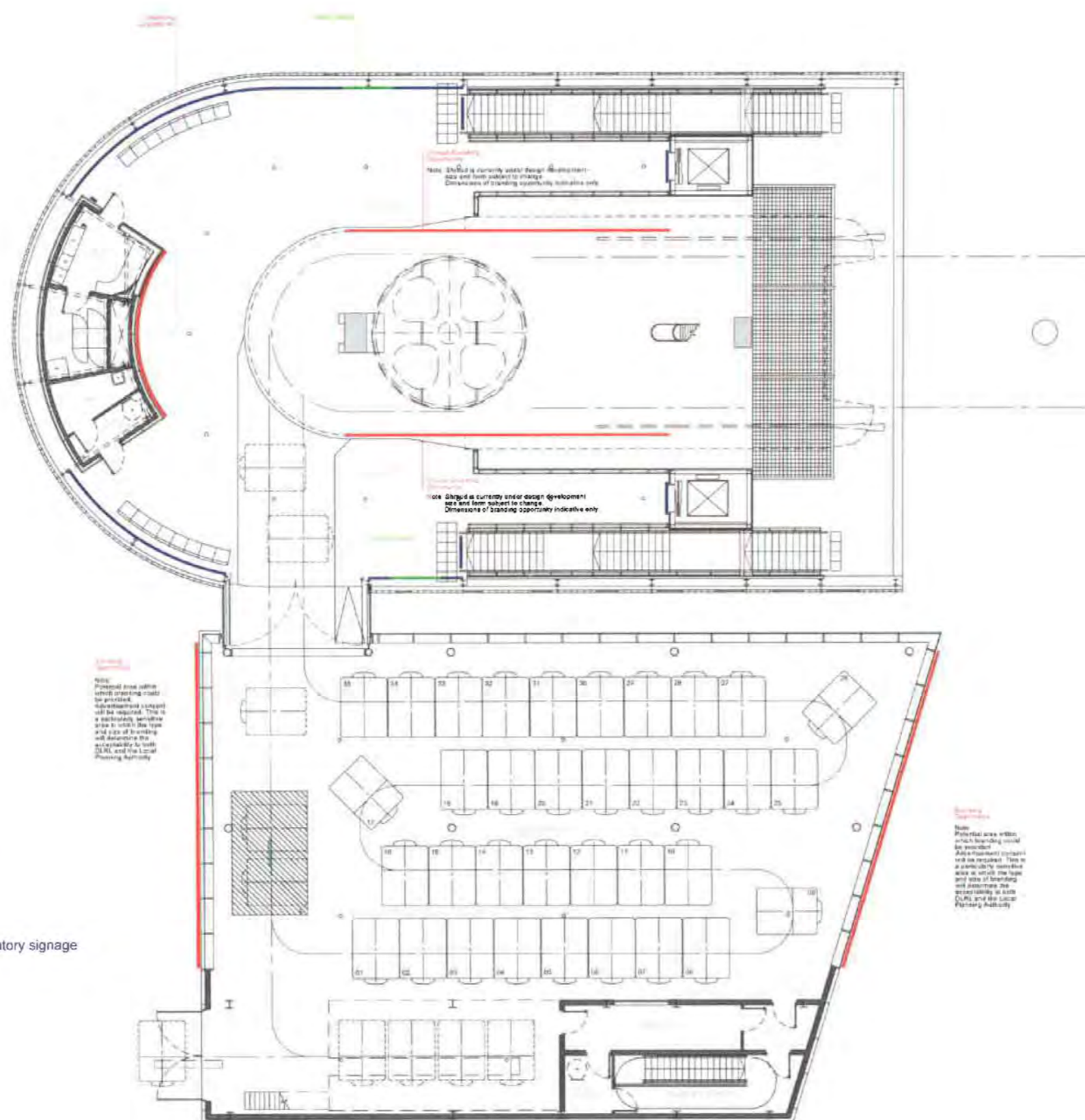
- Scheme Name, Station Name and Composite Logo signage
(Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces
(Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage
(Refer to Schedule 1, Paragraph 4.2)



Rev	Date	Description	By	Check
-	02/09/11	FOR INFORMATION	MG	SM
01	16/09/11	FOR INFORMATION	RP	SM
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM



Project	London Cable Car Project
Title	SOUTH STATION (RETURN STATION) WAYFINDING AND BRANDING GROUND FLOOR - LOCATION PLAN
Scale @A1	1/100
Scale @A3	1/200
Drawing and CAD File Number	003-SG-AED-DWG-0600031
Revision	03



- Scheme Name, Station Name and Composite Logo signage
(Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces
(Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage
(Refer to Schedule 1, Paragraph 4.2)

Note:
Dimensions are in centimetres between panels and in millimetres.

Scale 1:100
0 1 2 3 4 5 10M

Note:
Potential areas within which branding could be provided. This is a potentially sensitive area to which the type and size of branding will determine the acceptability to both CMA and the Local Planning Authority.

Note:
Potential areas within which branding could be provided. This is a potentially sensitive area to which the type and size of branding will determine the acceptability to both CMA and the Local Planning Authority.

No.	Date	Description	By	Check
-	02/03/11	FOR INFORMATION	MB	SM
01	15/05/11	FOR INFORMATION	RP	SM
02	15/05/11	FOR INFORMATION	RP	SM
03	25/05/11	FOR INFORMATION	RP	SM

Anchor House
54 Fleet Street
London
EC4A 3DF
United Kingdom

+44 (0) 20 7 090 8000 T
+44 (0) 20 7 334 9111 F

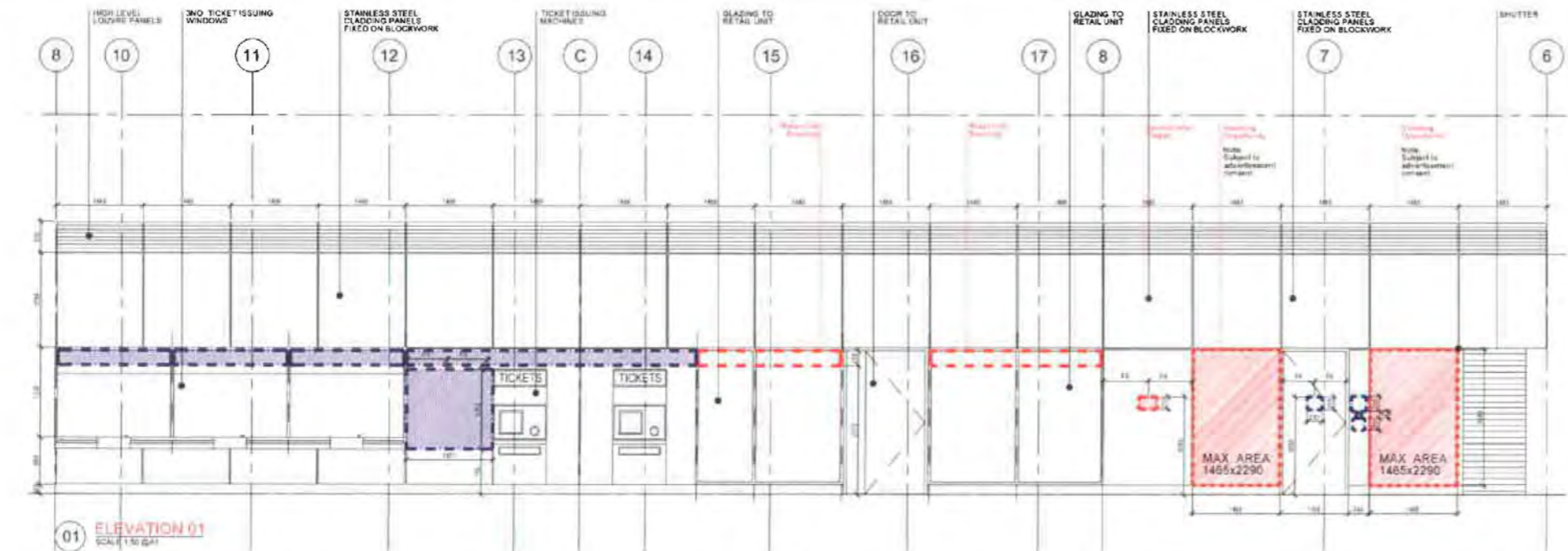
Project: London Cable Car Project

Title: SOUTH STATION (RETURN STATION)
WAYFINDING AND BRANDING
FIRST FLOOR - LOCATION PLAN

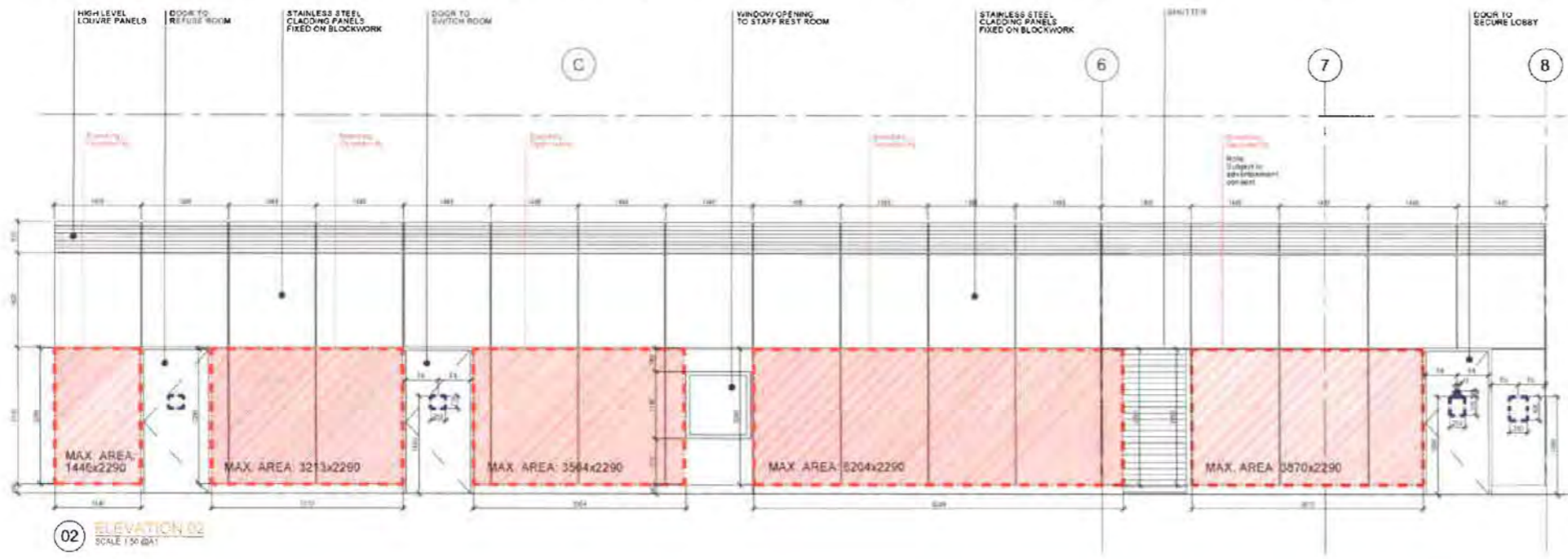
Scale (A1): 1/100 Drawing and CAD File Number: 203-5G-AED-DWG-0600032 (Revised): 03

Scale (A2): 1/200

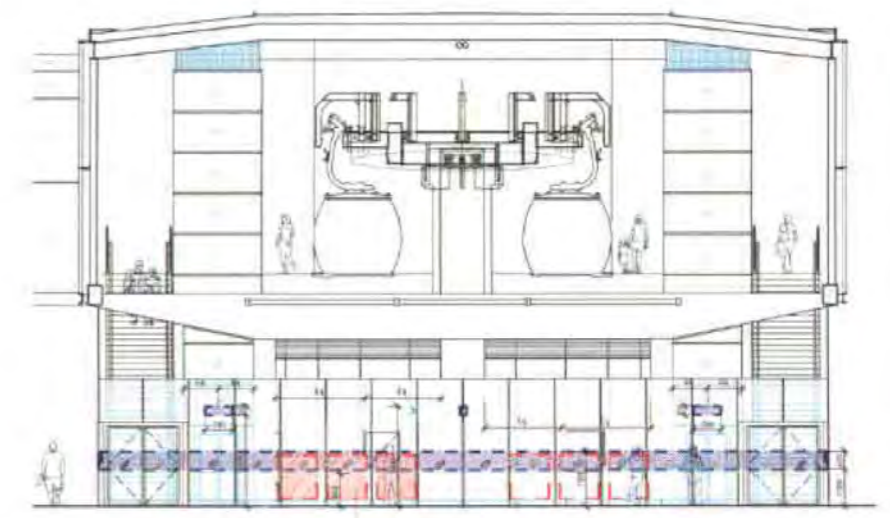
This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The originator should be notified immediately of any discrepancy. This drawing is copyright and remains the property of Aedas.



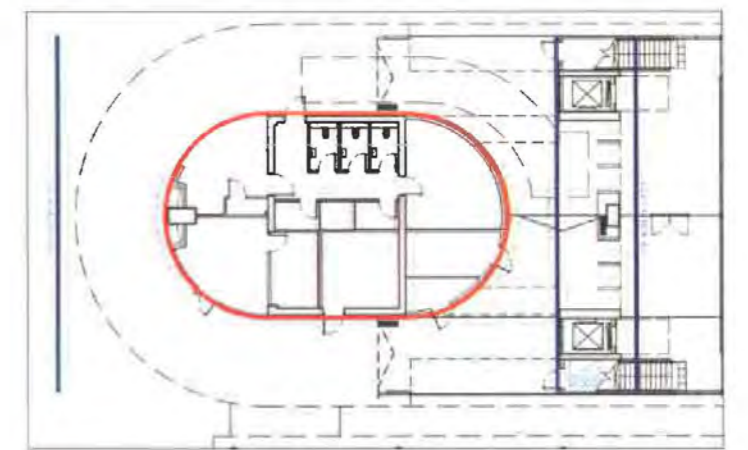
01 ELEVATION 01
SCALE 1/50 @A1



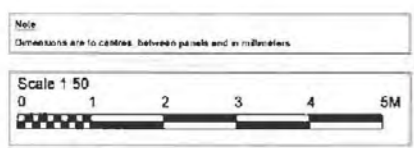
02 ELEVATION 02
SCALE 1/50 @A1



03 ELEVATION 03
SCALE 1/100 @A1



10 KEY PLAN
SCALE 1/200 @A1



- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)

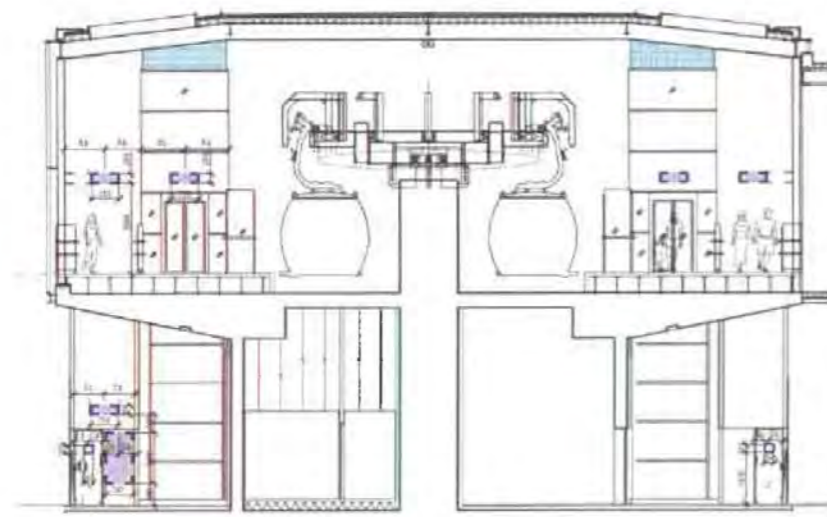
Rev	Date	Description	By	Check
-	02/28/11	FOR INFORMATION	MB	SM
01	16/05/11	FOR INFORMATION	BP	SM
02	19/05/11	FOR INFORMATION	BP	SM
03	25/09/11	FOR INFORMATION	BP	SM



444 (0) 20 7 188 6000 T
 444 (0) 20 7 354 6111 F

Project: London Cable Car Project	
Title: SOUTH STATION (RETURN STATION) WAYFINDING AND BRANDING GROUND FLOOR: UNROLLED ELEVATIONS (1 of 2)	
Scale @A1: 1/50	Drawing and CAD File location: 801-BG-AED-DWG-0600035
Scale @A3: 1/100	Revision: 03

The drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The signifier should be verified in accordance with any discrepancy. This drawing is copyright and remains the property of Aedas.



01 ELEVATION 05
SCALE 1:100 @A1



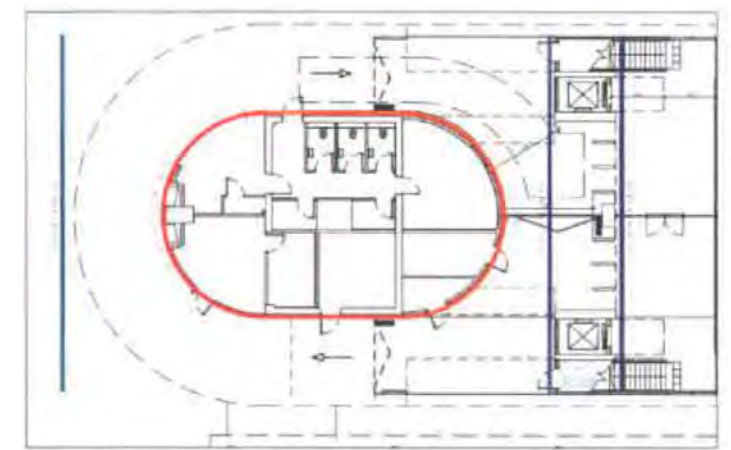
ELEVATION 06
SCALE 1:100 @A1

Note: Location of station as per to be determined by regulatory authority.
 Note: Composite logo to be positioned as per to be determined by regulatory authority.
 Note: Location of station as per to be determined by regulatory authority.

Note: Dimensions are to centres, between panels and/or subpanels.

Scale 1:50

- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)



10 KEY PLAN
SCALE 1:200 @A1

Rev	Date	Description	By	Check
1	02/09/11	FOR INFORMATION	MB	SM
01	16/09/11	FOR INFORMATION	RP	SM
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM

Buro Happold

Aedas

SPACEAGENCY



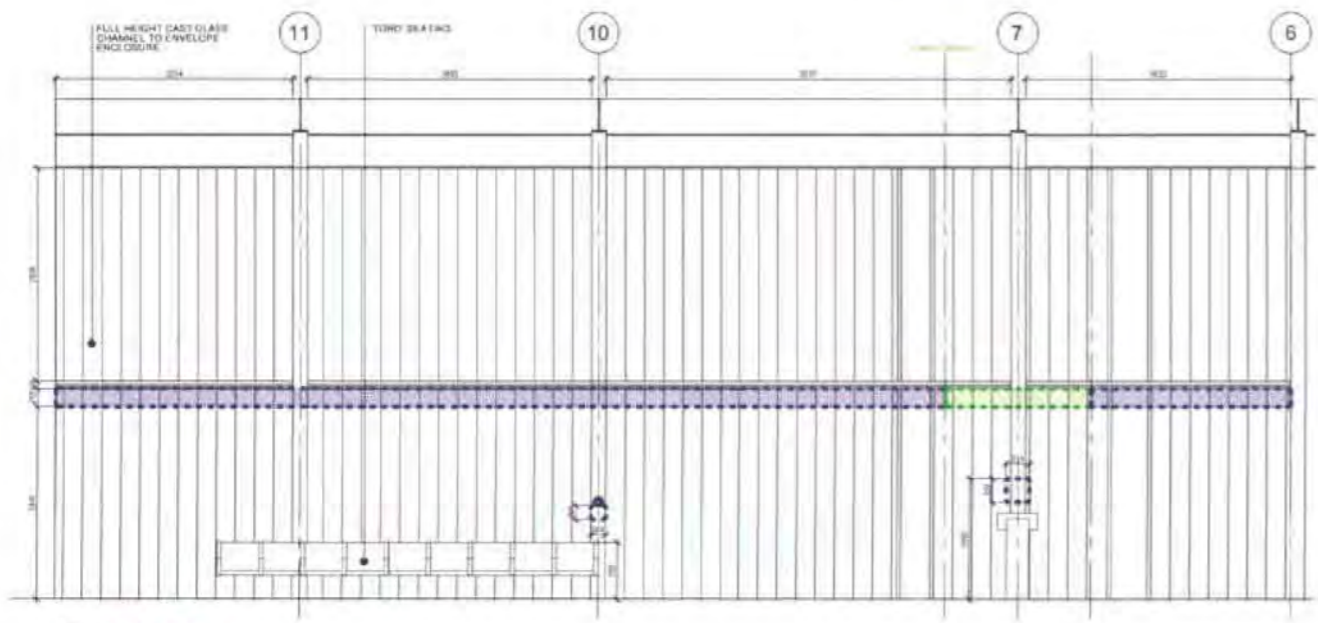
mace

Aedler House
54 Pratt Street
London
NW1 0LP
United Kingdom

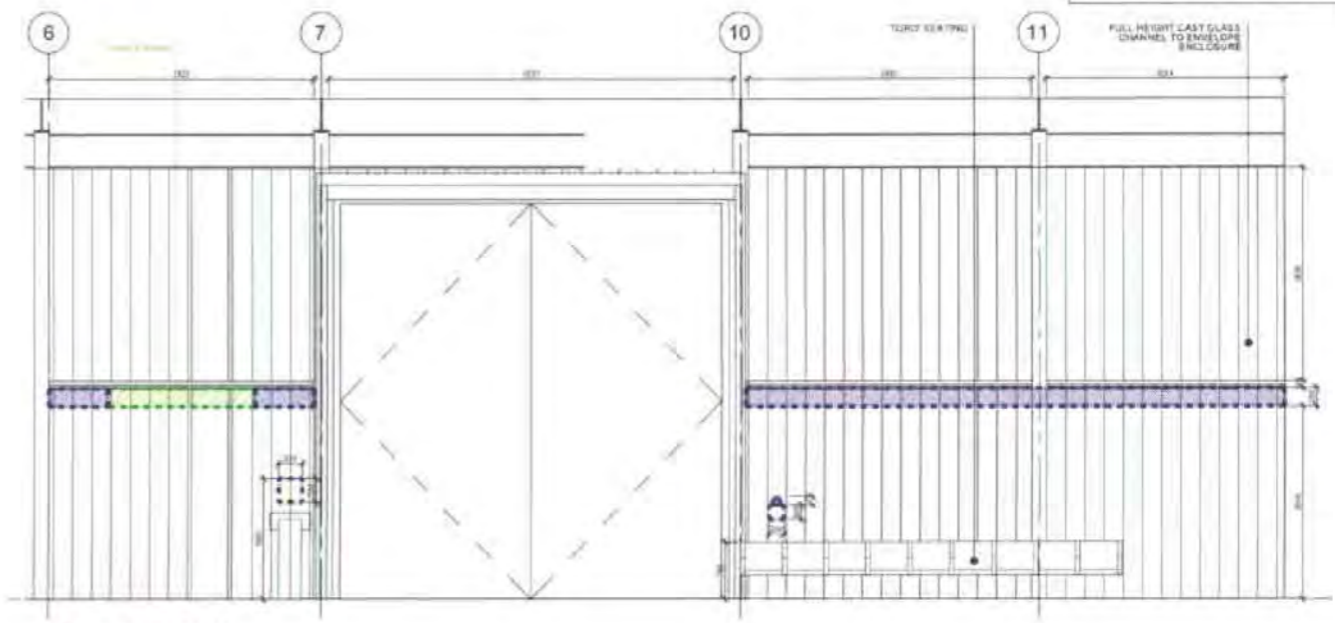
+44 (0) 20 7 556 8000 T
+44 (0) 20 7 554 8111 F

Project: London Cable Car Project			
Title: SOUTH STATION (RETURN STATION) WAYFINDING AND BRANDING GROUND FLOOR - UNROLLED ELEVATIONS (2of2)			
Scale: 0A1	1/100	Drawing and CAD File Number: 003-AR-AED-DWG-0000036	Revision: 03
Scale: 0A3	1/200		

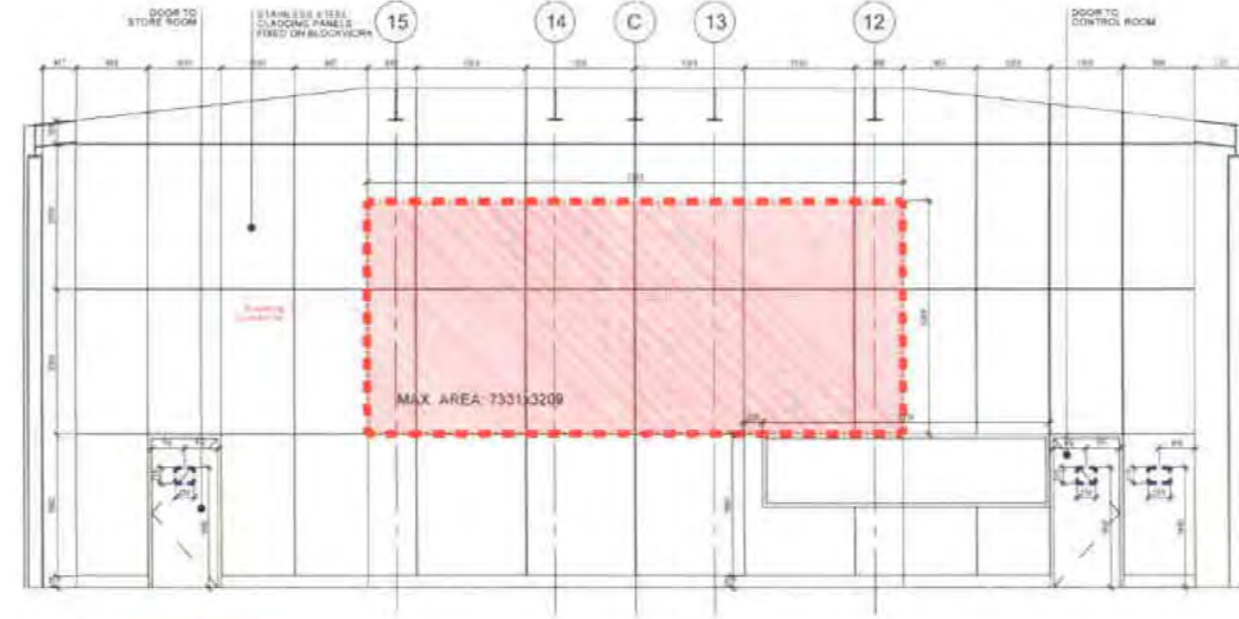
The drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The originator should be notified immediately of any discrepancy. The drawing is copyright and remains the property of Aedas.



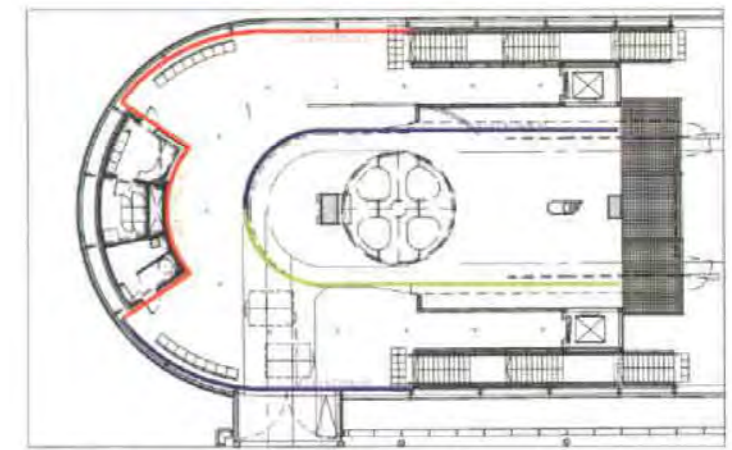
01 ELEVATION 01
SCALE 1:50 @A1



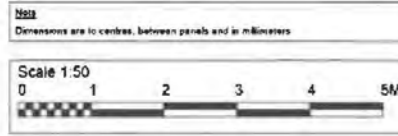
02 ELEVATION 03
SCALE 1:50 @A1



03 ELEVATION 02
SCALE 1:50 @A1

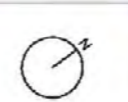


10 KEY PLAN
SCALE 1:200 @A1



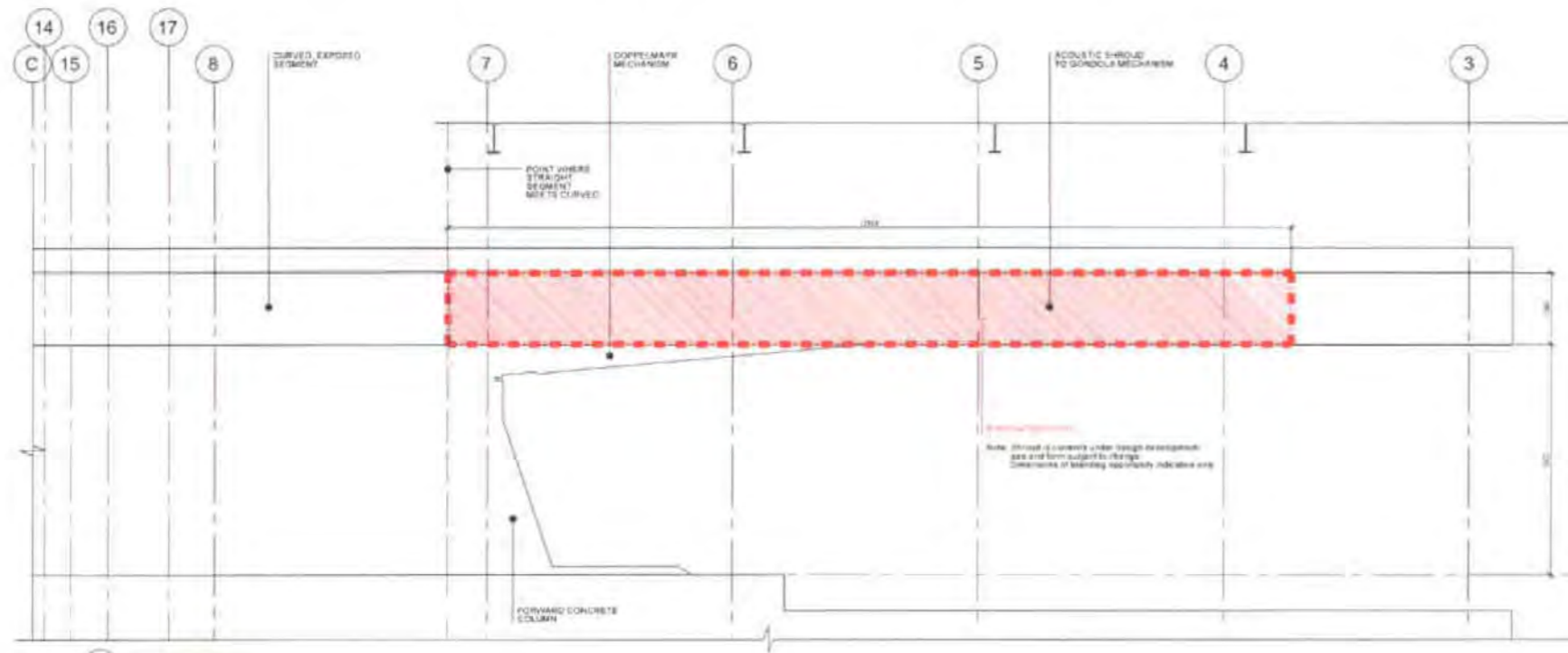
- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)

Rev	Date	Description	By	Check
-	02/09/11	FOR INFORMATION	MB	SM
01	16/09/11	FOR INFORMATION	RP	SM
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM

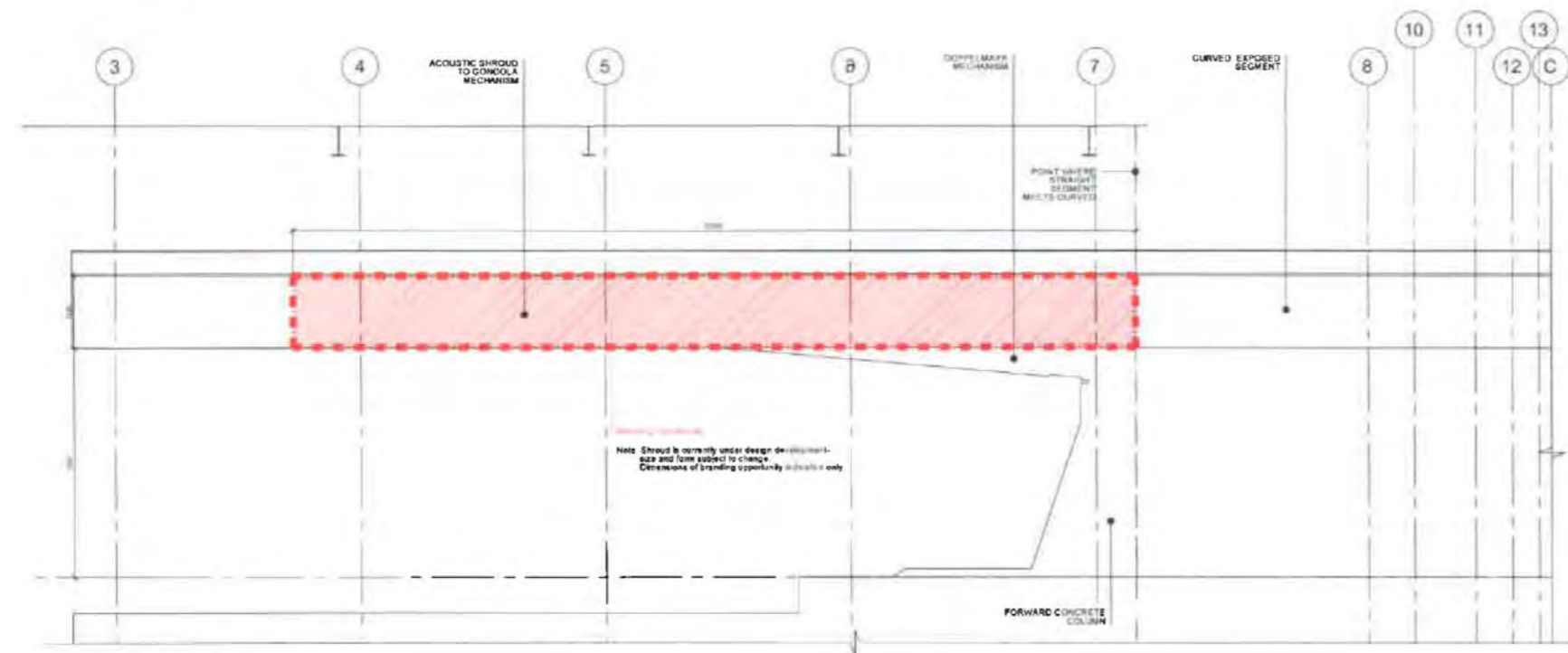


Project:	London Cable Car Project
Title:	SOUTH STATION (RETURN STATION) WAYFINDING AND BRANDING FIRST FLOOR - UNROLLED ELEVATIONS (1of2)
Scale @A1:	1/50
Scale @A3:	1/100
Drawing and CAD File Number:	033-SG-AED-DWG-0600037
Revision:	03

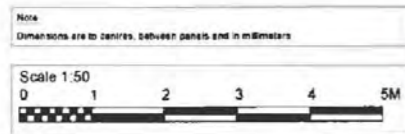
The drawing is to be used in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing shop drawings. The contractor should be notified immediately of any discrepancy. This drawing is copyright and remains the property of Aedas.



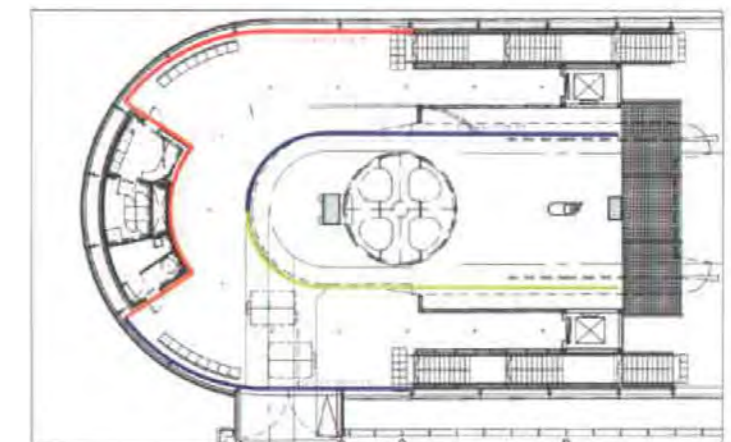
04 SCALE 1:50 @A1



05 ELEVATION 05 SCALE 1:50 @A1



- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)



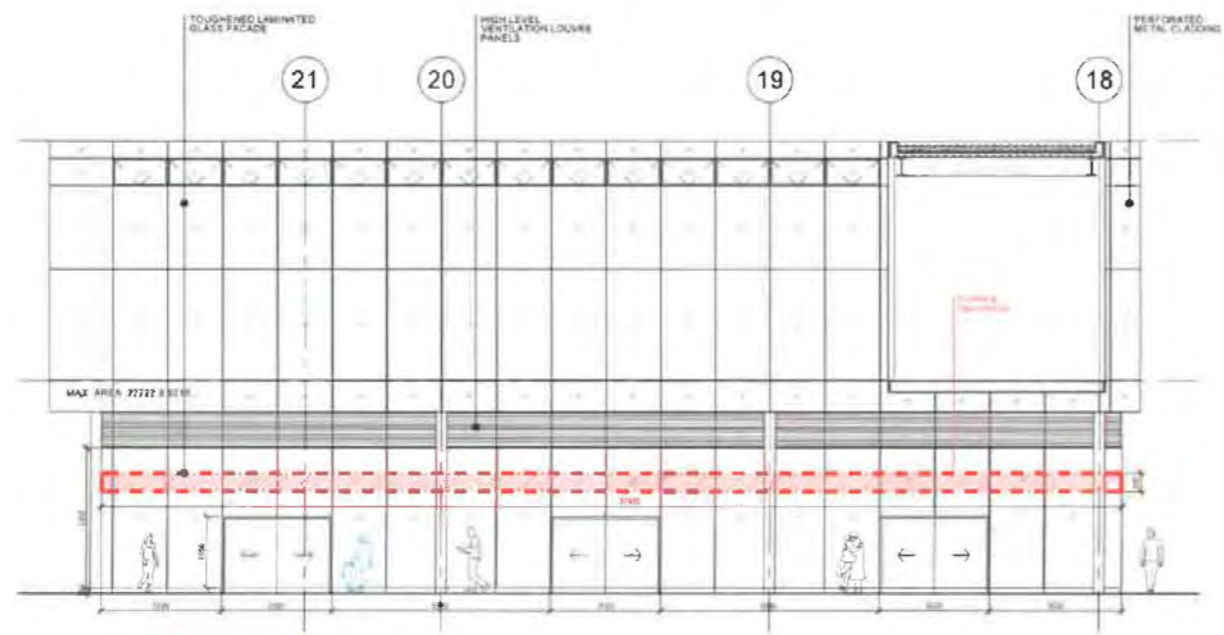
10 KEY PLAN SCALE 1:200 @A1

Rev	Date	Description	By	Check
-	02/09/11	FOR INFORMATION	MB	SM
D1	16/09/11	FOR INFORMATION	RP	SM
D2	18/09/11	FOR INFORMATION	RP	SM
D3	25/09/11	FOR INFORMATION	RP	SM

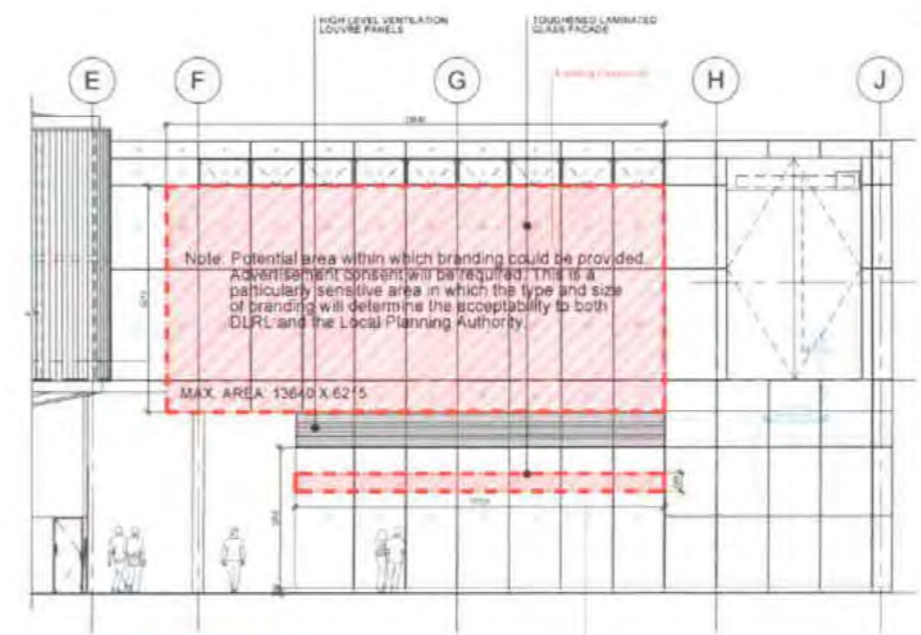


Project: London Cable Car Project	
Title: SOUTH STATION (RETURN STATION) WAYFINDING AND BRANDING FIRST FLOOR - UNROLLED ELEVATIONS (2 of 2)	
Scale @A1: 1/50	Drawing and CAD File Number: 003 SG AED DWG 0600038
Scale @A3: 1/100	Revision: 03

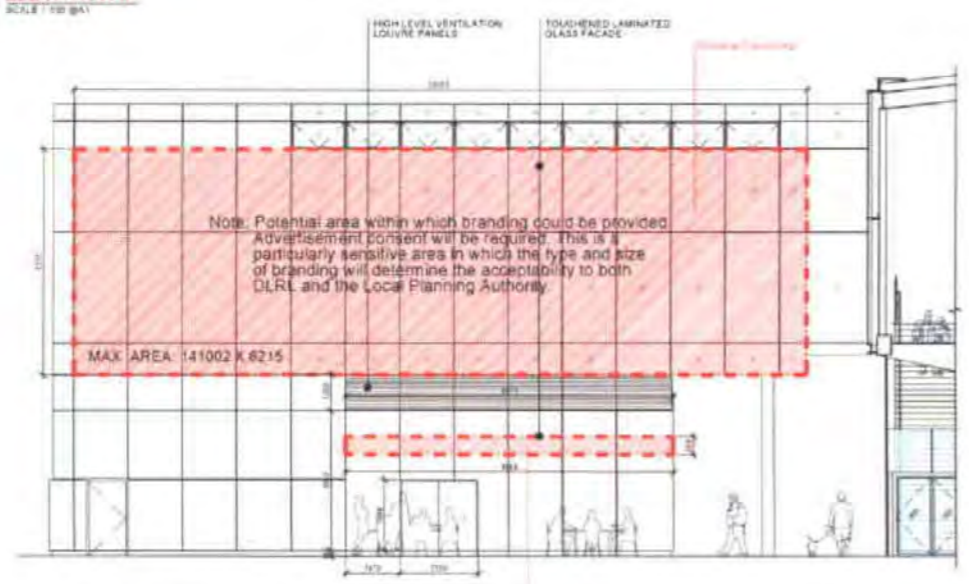
This drawing is to be read in conjunction with all related drawings. All dimensions must be checked and verified on site before commencing any work or producing a sign drawing. The signmaker should be notified immediately of any discrepancy. The drawing is copyright and remains the property of Aedas.



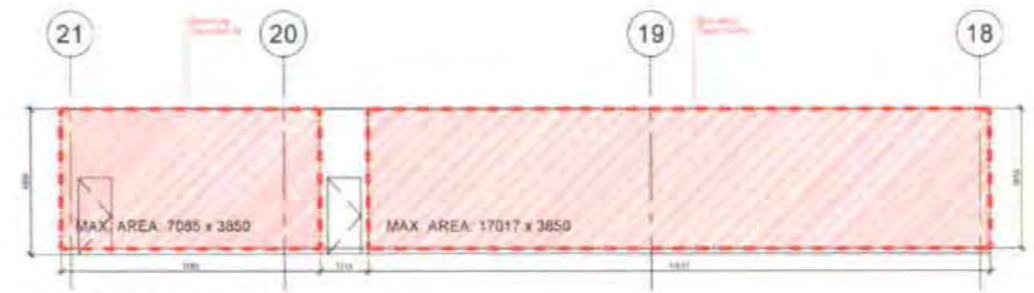
01 ELEVATION 01
SCALE 1:100 (A1)



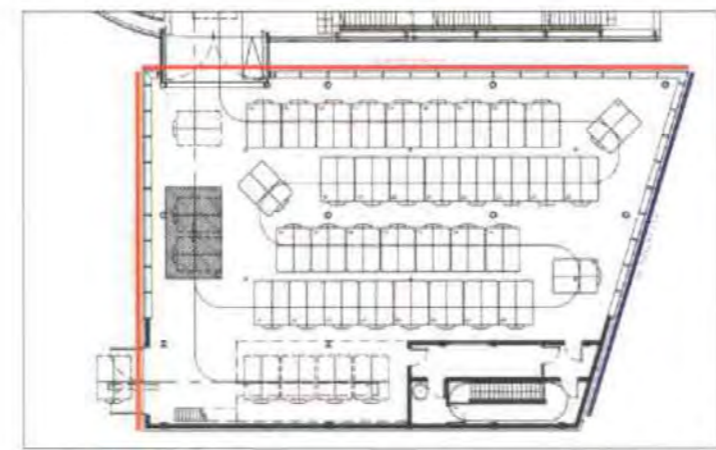
02 ELEVATION 02
SCALE 1:100 (A1)



03 ELEVATION 03
SCALE 1:100 (A1)



04 SCALE 1:100 (A1)

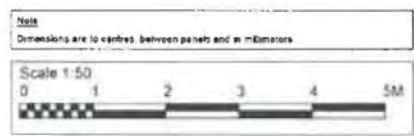


06 KEY PLAN - FIRST FLOOR
SCALE 1:200 (A1)



05 KEY PLAN - GROUND FLOOR
SCALE 1:200 (A1)

- Scheme Name, Station Name and Composite Logo signage (Refer to Schedule 1, Paragraph 4.1)
- Potential Branding Spaces (Refer to Schedule 1, Paragraphs 4.4 and 4.5)
- Other directional, identification, orientation, information and regulatory signage (Refer to Schedule 1, Paragraph 4.2)



Rev.	Date	Description	By	CHKD
	02/09/11	FOR INFORMATION	MB	SM
01	16/05/11	FOR INFORMATION	RP	SM
02	19/09/11	FOR INFORMATION	RP	SM
03	25/09/11	FOR INFORMATION	RP	SM



Project	London Cable Car Project
Title	SOUTH STATION (DRIVE STATION) WAYFINDING AND BRANDING GONDOLA STORAGE ELEVATIONS
Scale @A1	1:100
Scale @A3	1:100
Drawing and CAD File Number	003-AR-AED-DWG-0600039
Revision	03

SCHEDULE 2
PAYMENT SCHEDULE

Due Date for Payment	Amount (Pounds Sterling) exclusive of VAT
Date of execution of this Contract	£1,000,000
10 April 2012	£2,500,000
Operating Date	£6,850,000
First anniversary of Operating Date	£2,850,000
Second anniversary of Operating Date	£2,850,000
Third anniversary of Operating Date	£2,850,000
Fourth anniversary of Operating Date	£2,850,000
Fifth anniversary of Operating Date	£2,850,000
Sixth anniversary of Operating Date	£2,850,000
Seventh anniversary of Operating Date	£2,850,000
Eighth anniversary of Operating Date	£2,850,000
Ninth anniversary of Operating Date	£2,850,000

SCHEDULE 3

CONTRACT MANAGEMENT

1. COMMUNICATIONS

1.1 Subject to paragraph 2.4, other than in relation to any legal notices that one party wishes to provide to the other party in relation to any material aspect of the Contract (including any notice relating to any of clauses 2.2, 4.2, 4.4, 5.4(a), 6.3(a), 6.4, 9.8(c), 9.11(b), 11.3, 13, 15, 16, 17, 18, 19, 20.4, in relation to which both parties shall comply with the provisions of clause 20.2) each party shall ensure that all communications made to the other party in relation to the management and co-ordination of this Contract shall be made by its Representative (or alternate appointed in accordance with clause 3, if applicable) and be directed to the other party's Representative (or alternate appointed in accordance with clause 3, if applicable).

1.2 Contact details for the Representatives as at the date of this Contract are as follows:

For DLRL: [REDACTED] (for whom contact details will be provided to the Sponsor as soon as reasonably practicable).

For the Sponsor:

[REDACTED] email: [REDACTED]

telephone: [REDACTED]

mobile: [REDACTED]

2. MEDIA RELATIONS

2.1 Subject to paragraph 2.2, DLRL shall not issue or make public any press release or statement to the media relating to the Air Line System without giving the Sponsor:

- (a) a copy of a draft press release at least two (2) Business Days prior to making public such press release;
- (b) a copy of a draft statement at least four (4) hours prior to issuing such statement; and
- (c) a copy of a draft media plan for press events at least five (5) Business Days prior to such event,

to enable the Sponsor to review and provide comments (if any) on such press release or statement. DLRL shall take into account any reasonable comments provided or serious concerns raised by the Sponsor.

2.2 DLRL shall be entitled to issue any press release or statement relating to the Air Line System without giving the Sponsor the opportunity to review or provide comments in cases of emergency or other time critical communications relating to the operation of the Air Line System, provided that DLRL will attempt to contact the Sponsor in advance if reasonably practicable. Following the relevant press release or statement, DLRL shall promptly inform the Sponsor of the contents of such press release or statement.

2.3 The Sponsor shall not issue any press release or statement relating to the Air Line System without the prior written approval of DLRL (not to be unreasonably withheld or delayed, provided that DLRL shall be given a minimum of two (2) Business Days' prior notice of any

press release and four (4) hours' prior notice of any statement) and the Sponsor shall take into account any reasonable comments made or serious concerns raised by DLRL on any press release or statement.

2.4 All press releases and statements provided to the other party pursuant to this paragraph 2 shall (until notified otherwise by either party in writing) be provided to the contact details set out below:

For DLRL: [REDACTED] whose contact details are:

[REDACTED], Chief Press Officer - Operations:

Tel: [REDACTED]
Email: [REDACTED]

[REDACTED], Head of Press Desk:

Tel: [REDACTED]
Email: [REDACTED]

[REDACTED], Press Officer:

Tel: [REDACTED]
Email: [REDACTED]

For the Sponsor: [REDACTED]

[REDACTED]
Tel: [REDACTED]
Mobile: [REDACTED]
Email: [REDACTED]

[REDACTED]
Tel: [REDACTED]
Mobile: [REDACTED]
Email: [REDACTED]

2.5 Should one party's representative as listed above not be available, the other party must contact the following alternative representative as follows:

DLRL:

email: [REDACTED]

Telephone number: [REDACTED]

The Sponsor:

[REDACTED]
email: [REDACTED]

Telephone number: [REDACTED]

[REDACTED]
email: [REDACTED]

Telephone number: [REDACTED]

2.6 The parties acknowledge and agree that DLRL and TfL will be required to comply with specific guidance in relation to the content of press releases and statements issued by DLRL or TfL during any pre-election period.

3. **COMPLAINTS MANAGEMENT**

3.1 If the Sponsor receives a complaint or query from a third party in relation to the Air Line System the Sponsor shall promptly direct the complainant to DLRL by providing the contact details of DLRL's Representative.

3.2 If DLRL receives a complaint or query from a third party in relation to the business of the Sponsor which is not related to the Air Line System, DLRL will promptly direct the complainant to the Sponsor by providing the contact details of the Sponsor's Representative.

4. **MEETINGS**

4.1 The parties shall hold meetings at least quarterly in each year during the Term to review and discuss the management of this Contract and any other progress over the preceding quarter (each a "**Quarterly Review Meeting**"). Subject to paragraph 4.2, either party shall be entitled to call a meeting more frequently if reasonably required by giving at least five (5) Business Days' written notice to the other party.

4.2 In the three (3) month period leading up to the Operating Date, either party shall be entitled to call an ad hoc meeting if reasonably required by giving at least three (3) Business Days' written notice to the other party.

4.3 The parties shall hold annual meetings (each an "**Annual Review Meeting**") to review and discuss the management of this Contract, the progress over the preceding year and the updated plans submitted in accordance with paragraph 5.

4.4 The Representatives shall attend the Quarterly Review Meetings, the Annual Review Meetings and any additional meetings required pursuant to this paragraph 4, and each Representative may invite any other relevant representatives of their organisations.

4.5 The Sponsor shall provide to DLRL any agenda items which it wishes to be discussed at a meeting at least three (3) Business Days prior to such meeting. DLRL shall prepare and distribute an agenda together with details of the location for the meeting. DLRL shall take minutes at each meeting and circulate copies of the minutes to the Sponsor following the meeting.

4.6 The location of all of the meetings shall be central London unless otherwise agreed in writing by the parties.

5. **PLANS**

5.1 Both parties will produce drafts of the following plans relating the proposed method of activating the Sponsorship Rights and submit the drafts to the other party for review as soon as reasonably practicable and in any case within ninety (90) days of the date of this Contract:

- (a) marketing plan;
- (b) activation plan; and
- (c) communications plan.

5.2 Within thirty (30) days of receipt of the last plans (or such shorter period agreed by the parties) the parties shall meet to review and discuss the contents of the plans.

- 5.3 Following the review meeting the parties shall update their plans to take into account reasonable comments made by the other party and shall resubmit their plans to the other party for review.
- 5.4 Both parties shall review the updated plans and shall either:
- (a) approve the plans (which written approval shall not be unreasonably withheld or delayed); or
 - (b) provide further reasonable comments on the plans within ten (10) days (in which case paragraph 5.3 shall apply).
- 5.5 Once approved in accordance with paragraph 5.4, DLRL and the Sponsor shall comply with the plans until they are updated or amended in accordance with this Contract. All marketing activities, events or other communications (including without limitation any advertisements, artwork or concepts) produced by one party pursuant to such plans shall be submitted to the other party for approval in accordance with paragraph 6 at an early stage of development (i.e. concept or proof stage).
- 5.6 For the avoidance of doubt the plans referred to in this paragraph 5 relate solely to the method and manner of activating the Sponsorship Rights as well as the manner in which the parties intend to market and publicise their respective involvement in the Air Line System. The parties acknowledge and agree that no variation of the Sponsorship Rights or any other variation to the terms (including the material terms) of this Contract may be made pursuant to this process unless such variation has also been agreed in accordance with the provisions of clause 20.4(c).
- 5.7 The Sponsor shall not implement or allow to be implemented any marketing activities, events or other communications which are not contained in a plan approved in accordance with paragraph 5.4.
- 5.8 Both parties will annually update their plans and provide updated drafts to the other party for review at least thirty (30) days before each Annual Review Meeting (or such shorter period agreed by the parties). Following each Annual Review Meeting (or more frequently if reasonably requested by a party) the parties shall update the plans to take into account reasonable comments made by the other party and shall resubmit the plans to the other party for review and paragraph 5.4 shall apply.

6. **SPONSOR PROPOSALS**

- 6.1 If the Sponsor wishes to:
- (a) obtain approval as to the method of activating any Sponsorship Rights which are specified in schedule 1 as requiring further approval by DLRL;
 - (b) propose a change to any of the Sponsorship Rights;
 - (c) propose a change to the branding, logos, advertisements or signage of the Air Line System;
 - (d) propose any marketing or publicity event in relation to the Air Line System (including any event which would have an operational impact on the Air Line System);
 - (e) make a change to any of the plans approved in accordance with paragraph 5.4 prior to the next annual update; or
 - (f) obtain approval for any marketing activities, events or other communications (including without limitation any advertisements, artwork or concepts) produced

pursuant to the marketing, activation or communication plans as required by paragraph 5.5,

(each a "**Sponsor Proposal**"),

it shall submit a notice to DLRL in the form set out in appendix 1 to this schedule 3 at least twenty (20) Business Days before it wishes the Sponsor Proposal to be effected (or such shorter period agreed by the parties). The Sponsor Proposal shall include all relevant documentation, designs, artwork and other information (including dimensions and other technical specifications where applicable), which shall be provided in sufficient detail for DLRL to review the Sponsor Proposal and evaluate it for approval.

6.2 The Sponsor shall not implement or allow to be implemented any of the items in paragraph 6.1 without obtaining prior approval from DLRL in accordance with this paragraph 6.

6.3 DLRL shall within twenty (20) Business Days of the receipt of a Sponsor Proposal:

- (a) provide the Sponsor with comments on the Sponsor Proposal in accordance with the grounds in paragraph 6.4; or
- (b) approve in writing the Sponsor Proposal for implementation in accordance with paragraph 8; or
- (c) refuse a Sponsor Proposal which would result in legitimate safety, operational or maintenance concerns.

6.4 DLRL may make comments in relation to a Sponsor Proposal on the grounds that implementation of the Sponsor Proposal would:

- (a) in relation to paragraph 6.1(a) only, not be in accordance with the rights, obligations, conditions and restrictions relating to such Sponsorship Rights as set out in schedule 1;
- (b) not be in accordance with the TfL Guidelines;
- (c) not be in accordance with all Applicable Requirements or the Planning Permissions;
- (d) adversely affect the ability of the Air Line System to operate as a public transport system;
- (e) potentially lead to safety, operational or maintenance concerns;
- (f) reasonably be considered as adversely affecting the public perception of the Air Line System or the reputation of TfL, DLRL or the Mayor of London; or
- (g) reasonably be considered as adversely affecting the aesthetic impact of the Air Line System,

and DLRL may make any other reasonable comments in relation to any submitted item.

6.5 The Sponsor shall take into account all reasonable comments made by DLRL in accordance with paragraph 6.4 and shall resubmit the Sponsor Proposal to DLRL, in which case paragraph 6.3 shall apply to such resubmitted Sponsor Proposal (save that the time period referred to in paragraph 6.3 shall be deemed to be ten (10) Business Days).

7. **DLRL PROPOSALS**

7.1 DLRL may at any time propose to implement a non-material change to the Sponsorship Rights or the branding, logos, advertisements or signage of the Air Line System if required by any Applicable Requirements (including any Planning Permission) or if reasonably required by any legitimate safety, operational or maintenance concern provided that no material alteration to the Sponsorship Rights may be made without the prior agreement of the Sponsor in accordance with the provisions of clause 20.4(c).

7.2 If DLRL wishes to propose:

- (a) a non-material change to any of the Sponsorship Rights; or
- (b) a non-material change to the branding, logos, advertisements or signage of the Air Line System,

(each a "**DLRL Proposal**"),

it shall submit a notice to the Sponsor in the form set out in appendix 1 to this schedule 3 at least twenty (20) Business Days before it wishes the DLRL Proposal to be effected (or such shorter period agreed by the parties). The DLRL Proposal shall include all relevant documentation, designs, artwork and other information (including dimensions and other technical specifications where applicable), which shall be provided in sufficient detail for the Sponsor to review the DLRL Proposal and evaluate it for approval.

7.3 The Sponsor shall within twenty (20) Business Days of the receipt of a DLRL Proposal either:

- (a) provide DLRL with reasonable comments on the DLRL Proposal in accordance with the grounds in paragraph 7.4; or
- (b) approve in writing the DLRL Proposal for implementation in accordance with paragraph 8.

7.4 The Sponsor shall be entitled to provide any reasonable comments in relation to any DLRL Proposal save that the Sponsor shall not be entitled to raise comments on elements of a DLRL Proposal which are required as a result of DLRL or TfL updating elements of its corporate branding (the costs of which shall be borne solely by DLRL).

7.5 DLRL shall take into account any reasonable comments made by the Sponsor in accordance with paragraph 7.4 and shall resubmit the DLRL Proposal to the Sponsor, in which case paragraph 7.3 shall apply to such resubmitted DLRL Proposal (save that the time period referred to in paragraph 7.3 shall be deemed to be ten (10) Business Days).

8. **IMPLEMENTATION**

8.1 Following approval of a Sponsor Proposal in accordance with paragraph 6 or a DLRL Proposal in accordance with paragraph 7, DLRL shall, following consultation with the Sponsor:

- (a) implement the Sponsor Proposal or the DLRL Proposal in accordance with the approved terms;
- (b) grant to the Sponsor the right to implement the Sponsor Proposal in accordance with the approved terms,

provided that where a proposal is a marketing activity or event which requires implementation by the Sponsor, the Sponsor shall implement the proposal.

8.2 Any Dispute relating to a Sponsor Proposal or a DLRL Proposal or their implementation will be resolved in accordance with the Dispute Resolution Procedure.

9. **REPORTING**

At each Quarterly Review Meeting and each Annual Review Meeting DLRL shall provide the Sponsor with any operational data which is available and reasonably obtainable by DLRL relating to the Air Line System for the preceding quarter or year (as applicable).

APPENDIX 1

FORM OF PROPOSAL NOTICE

Air Line System Sponsorship Contract	
Proposal Notice	
<i>Notes in italics to be completed by the proposing party</i>	
1. Date of the Proposal	
<i>Note: Date of service to be inserted.</i>	
2. Details of the Proposal	
<i>Note: Details of the proposal to be provided in sufficient detail to enable the recipient to understand and evaluate the proposal.</i>	
3. Reasons for the Proposal	
<i>Note: The reasons for the proposal should be set out in sufficient detail for the receiving party to understand why the proposal is being made without the need for further enquiry.</i>	
4. Effects of the Proposal	
<i>Note: This section should include the costs of implementing the proposal (and which party will bear such costs), any operational or maintenance impacts of the proposal on the Air Line System, any effects on third parties and any other effects which the proposal is reasonably likely to have on the receiving party (including for the avoidance of doubt any changes required to planning conditions or other relevant consents).</i>	
5. Proposal Implementation	
<i>Note: To include practical details of how the suggested proposal would be implemented, including a detailed timetable, who will be responsible for implementation and any other relevant details.</i>	
6. Suggested Payment Adjustments	
<i>Note: To include any proposed Additional Payments with sufficient supporting documentation evidencing why such changes are required. <u>NOTE: Any agreement regarding Additional Payments is subject to agreement by the parties in accordance with the provisions of clause 20.4(c) of the Contract</u></i>	
DATE FOR RESPONSE TO PROPOSAL: _____	
<i>Note: Date of response required by this schedule 3 to be included.</i>	
Proposal Submitted by (Print Name of Representative)	
For and on behalf of: _____	
Signature: _____	Date: _____

SCHEDULE 4

DISPUTE RESOLUTION PROCEDURE

Negotiations

- 1.1 If any Dispute arises, directors or other senior representatives of the parties with authority to settle the Dispute will, within thirty (30) days (or such shorter or longer period agreed by the parties in writing) of a written request from one party to the other (the "**Negotiation Period**"), meet in a good faith effort to resolve the Dispute.

Mediation

- 1.2 If the Dispute is not resolved by the parties during the Negotiation Period in accordance with paragraph 1.1 above, the parties may (but will not be obliged to) attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (an "**ADR Notice**") to the other party to the Dispute requesting a mediation. A copy of the request should also be sent to CEDR Solve. The mediation will start not later than thirty (30) days (or such shorter or longer period agreed by the parties) after the date of the ADR Notice.
- 1.3 The commencement of a mediation will not prevent the parties commencing or continuing an arbitration.

Arbitration

- 1.4 If the Dispute is not resolved:
- (a) pursuant to paragraph 1.1 within the Negotiation Period; or
 - (b) pursuant to paragraph 1.2 within fifty (50) days (or such shorter or longer period as agreed by the parties) of the ADR Notice,
- the claimant party may (but shall not be obliged to) refer the Dispute to arbitration under the LCIA Rules for final resolution, which Rules are deemed to be incorporated by reference into this paragraph. The parties agree that:
- (a) the number of arbitrators shall be three;
 - (b) the seat, or legal place, of arbitration shall be London, England; and
 - (c) the language to be used in the arbitral proceedings shall be English.

1.5 Waiver of immunity

To the extent that the Sponsor is entitled in any jurisdiction to claim for itself or its property or assets any right of immunity, including immunity from submission to jurisdiction, service of any documents, recognition of an award or suit, judgment, enforcement, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process whatsoever or wheresoever, or to the extent that in any such jurisdiction there may be attributed to the Sponsor or its assets or property such immunity (whether or not claimed), the Sponsor hereby irrevocably agrees in respect of any proceedings or Dispute or the enforcement of any judgment or arbitration award against any of its property or assets not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

SCHEDULE 5
INTELLECTUAL PROPERTY

PART I

AIR LINE ROUNDEL



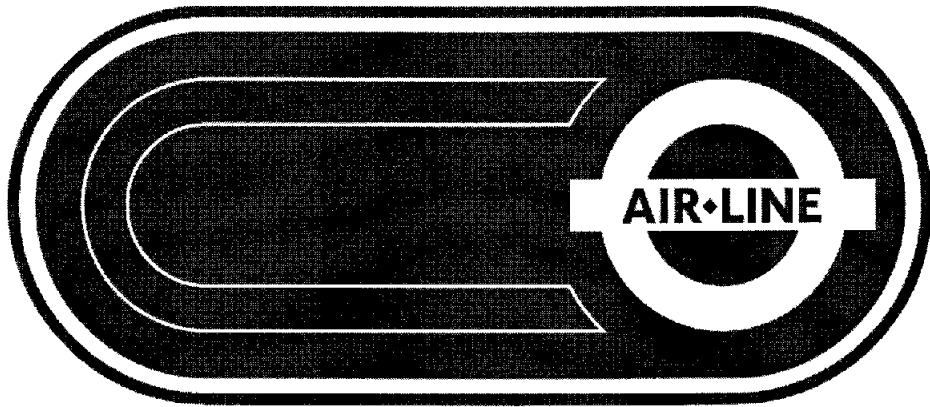
PART II

CORE NAME

AIR♦LINE

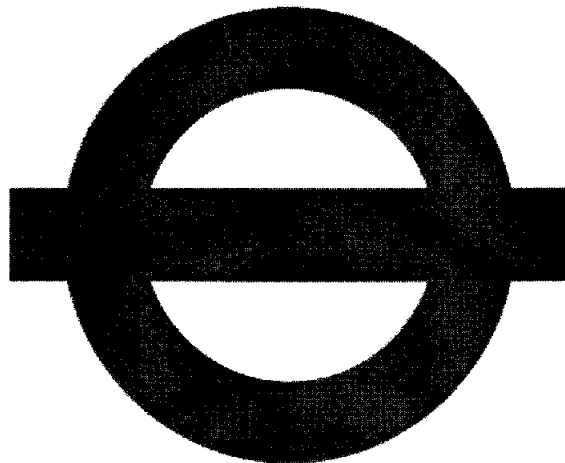
PART III

SCHEME LOGO



PART IV

TfL ROUNDEL



PART V

SPONSOR TRADE MARK

Emirates

PART VI

COMPOSITE LOGO



PART VII

SCHEME NAME

Emirates Air-Line

SCHEDULE 6

INSURANCE

1.

- (a) Throughout the Term, DLRL shall procure and maintain at its own cost and expense, necessary and adequate insurances to cover its employees, vehicles, equipment and other properties as it deems fit. The Sponsor assumes no responsibility or liability for such insurances.
- (b) Notwithstanding any limitation of liability or DLRL's obligation to indemnify the Sponsor under this Contract, DLRL shall also procure from an insurer(s) ("**Insurer**") and maintain at its sole cost and expense, from the date of this Contract until the expiry of its obligations under this Contract, the following valid and enforceable insurances:
 - (i) Third party legal liability (including products liability) insurance of not less than £50,000,000 (Fifty Million Pounds Sterling) in respect of any one occurrence and in the aggregate in respect of products liability & pollution to cover legal liability of DLRL for death or bodily injury of any third party including an employee of the Sponsor or of any member of the Emirates Group or for damage to property belonging to Sponsor, any member of the Emirates Group or any other third party arising out of the use of the Air Line System, the Sponsorship Rights or otherwise in connection with this Contract. Such insurance shall also include DLRL's legal liability for any personal injury arising from:
 - (A) Libel & Slander
 - (B) Publicity & Advertising
 - (C) false arrest wrongful detention or false imprisonment or malicious prosecution of any person
 - (D) wrongful entry or eviction or other invasion of the right of private occupancy
 - (E) Invasion of the right of privacy
- (c) The insurance referred in paragraph 1(b) above shall:
 - (i) provide cover for worldwide jurisdiction;
 - (ii) provide cover for legal costs and expenses in addition to the limits of liability insured (other than North America);
 - (iii) include cover for DLRL's contractors (including but not limited to the Air Line Contractor (and any replacement to it), any person appointed to operate and maintain the Air Line System during the Term and each other sub-contractor and agent;
 - (iv) indemnify the Sponsor, each member of the Emirates Group and their respective directors, officers, employees and agents against liability arising out of this agreement and in respect of which DLRL would have been entitled to indemnity under this Policy if the claim had been made against DLRL

Provided that

- (A) the Sponsor shall observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply to the extent such terms and conditions of the Policy have been explicitly advised by DLRL to the Sponsor;
 - (B) the Insurer will indemnify each party to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each;
 - (C) the Insurer's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the limit of indemnity referred to in paragraph 1(b)(i),
- (v) provide that the Sponsor shall have no responsibility for premium and insurers shall waive any right to set-off or counter-claim against the Sponsor;
 - (vi) contain a direct claims handling clause entitling the Sponsor to initiate a claim in the event of refusal of DLRL to do so; and
 - (vii) provide thirty (30) days prior notice of cancellation or material alteration of such cover to the Sponsor.
- (d) Deductible, if any under the insurances of DLRL referred in paragraph 1(b) shall be solely to the account of DLRL and the Sponsor (or any other member of the Emirates Group) will not be called upon to bear or contribute any portion thereof unless the Sponsor is responsible for the same under the Contract.
 - (e) On or prior to the signing of this Contract and on every renewal of insurance referred in paragraph 1(b) during the Term, DLRL shall provide to the Sponsor a Certificate of Insurance evidencing the insurances referred under paragraph 1(b) in compliance with the provisions of paragraphs 1(b) and 1(c).

SCHEDULE 7

PERFORMANCE REGIME

Average Performance over Reporting Period (to closest %)	OPERATIONAL PERFORMANCE PERIOD 1A	OPERATIONAL PERFORMANCE PERIOD 1B	OPERATIONAL PERFORMANCE PERIOD 2A	OPERATIONAL PERFORMANCE PERIOD 2B	OPERATIONAL PERFORMANCE PERIOD 3
100	-	-	-	-	-
99	-	-	-	-	-
98	-	-	-	-	-
97	-	-	-	-	-
96	5,671	5,671	3,403	2,745	1,562
95	11,342	11,342	6,805	5,490	3,123
94	17,014	17,014	10,208	8,236	4,685
93	22,685	22,685	13,611	10,981	6,246
92	28,356	28,356	17,014	13,726	7,808
91	34,027	34,027	20,416	16,471	9,370
90	39,698	39,698	23,819	19,217	10,931
89	52,931	52,931	32,950	26,583	14,211
88	66,164	66,164	42,080	33,949	17,490
87	79,397	79,397	51,211	41,316	20,769
86	92,630	92,630	60,342	48,682	24,049
85	105,862	105,862	69,472	56,049	27,328
84	119,095	119,095	78,603	63,415	30,607
83	132,328	132,328	87,733	70,781	33,887
82	145,561	145,561	96,864	78,148	37,166
81	158,794	158,794	105,995	85,514	40,445
80	172,026	172,026	115,125	92,881	43,725
79	185,259	185,259	124,256	100,247	47,004
78	198,492	198,492	133,387	107,613	50,284
77	211,725	211,725	142,517	114,980	53,563
76	224,958	224,958	151,648	122,346	56,842
75	238,190	238,190	160,779	129,713	60,122
74	308,663	260,422	169,909	137,079	63,401
73	379,135	282,653	179,040	144,445	66,680

Average Performance over Reporting Period (to closest %)	OPERATIONAL PERFORMANCE PERIOD 1A	OPERATIONAL PERFORMANCE PERIOD 1B	OPERATIONAL PERFORMANCE PERIOD 2A	OPERATIONAL PERFORMANCE PERIOD 2B	OPERATIONAL PERFORMANCE PERIOD 3
72	449,608	304,884	188,170	151,812	69,960
71	520,080	327,115	197,301	159,178	73,239
70	590,552	349,346	206,432	166,545	76,518
69	661,025	371,577	215,562	173,911	79,798
68	731,497	393,808	224,693	181,277	83,077
67	801,969	416,039	233,824	188,644	86,356
66	872,442	438,270	242,954	196,010	89,636
65	942,914	460,501	252,085	203,377	92,915
64	1,013,387	482,733	261,215	210,743	96,195
63	1,083,859	504,964	270,346	218,109	99,474
62	1,154,331	527,195	279,477	225,476	102,753
61	1,224,804	549,426	288,607	232,842	106,033
60	1,295,276	571,657	297,738	240,209	109,312
59	1,365,749	593,888	327,512	264,229	163,968
58	1,436,221	616,119	357,286	288,250	163,968
57	1,506,693	638,350	387,059	312,271	163,968
56	1,577,166	660,581	416,833	336,292	163,968
55	1,647,638	682,812	446,607	360,313	163,968
54	1,718,110	705,044	476,381	384,334	163,968
53	1,788,583	727,275	506,155	408,354	163,968
52	1,859,055	749,506	535,928	432,375	163,968
51	1,929,528	771,737	565,702	456,396	163,968
50 and below	2,000,000	793,968	595,476	480,417	163,968