

# APPENDIX "B"

## STADIUM USE AGREEMENT

This Agreement is made this <sup>March</sup> 15<sup>th</sup> day of February 2006

between

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION  
Hitzigweg 11  
PO Box 85  
CH-8030 Zürich  
Switzerland

("FIFA")

of the one part

and

2010 FIFA WORLD CUP ORGANISING  
COMMITTEE SOUTH AFRICA  
41 Melville Road  
Hyde Park  
Sandton  
Republic of South Africa

("LOC")

of another part

and

CITY OF CAPE TOWN: A METROPOLITAN MUNICIPALITY  
12 Hertzog Boulevard  
Cape Town  
8000

(the "Stadium Authority")

of another part

(hereinafter referred to as the "Parties")

### WHEREAS:

- A FIFA, an association organised in accordance with Article 60ff of the Swiss Civil Code, is the world governing body of Association Football and is the lawful owner of the world-wide Marketing Rights, Media Rights and all other commercial rights in respect of the 2010 FIFA World Cup South Africa™; and
- B FIFA has selected the Republic of South Africa as the host country of the Competition and has appointed SAFA as the member association with the responsibility to organise, stage and host the Competition in South Africa; and
- C The representations, warranties, assurances and promises set forth in the Stadium Agreement Cover Sheet signed, executed and submitted by the Stadium Authority to the

- 1.1.6. "Competition" means the final competition of the XIXth edition of the FIFA World Cup™ scheduled to take place in 2010 in the Territory;
- 1.1.7. "Competition Marks" means (i) the Official Emblem, (ii) any Competition mascot, (iii) two dimensional representations of the FIFA World Cup trophy; and (iv) any Competition-related designations;
- 1.1.8. "Encumbrance" means any cession, security interest, charge, lien, pledge, mortgage or similar encumbrance and "Encumber" and "Encumbered" shall have a corresponding meanings;
- 1.1.9. "Events" means any activity associated with the Competition to be held at the Stadium, including but not limited to any Match, Test Tournament, ceremony and training activities;
- 1.1.10. "Exclusion Zone" means the controlled zone (the extent of which shall be determined by FIFA together with the LOC and the Host City on a case-by-case basis as soon as is reasonably practicable in advance of the start of the Competition) which is situated immediately adjacent to the outer perimeter of the Stadium;
- 1.1.11. "Exclusive Use" means the sole and exclusive rights of FIFA, the LOC and/or its licensees or assigns to the use, occupation and control of the Stadium and to control all access to and the use of the Stadium at all times during the applicable Exclusive Use Period, including without limitation the right to sell, license, concession, lease or to grant permissive use of or admission to the whole or any part of the Stadium to any other person;
- 1.1.12. "Exclusive Use Period" means the period commencing at least fifteen (15) Business Days prior to the first Competition Match, ceremony or other Event pertaining to the Competition scheduled for the Stadium, and concluding at the earliest five (5) Business Days after the last use scheduled for the Stadium;
- 1.1.13. "FIFA Brand Mark" means the mark and approved derivations thereof, or any other marks used to indicate the "FIFA Brand" programme, but excluding (i) any FIFA technical quality certification, (ii) FIFA corporate marks, and (iii) medical programme indicators;
- 1.1.14. "FIFA Partner" means any entity to which FIFA grants the most comprehensive package of global advertising, promotional and Marketing Rights in relation to FIFA and the Competition;
- 1.1.15. "FIFA World Cup Sponsor" means any entity to which FIFA grants the second most comprehensive package of global advertising, promotional and other Marketing Rights in relation to the Competition;
- 1.1.16. "Host City" means the metropolitan, local or district municipality in which the Stadium is located and which has entered into the Host City Agreement with FIFA and the LOC;
- 1.1.17. "LOC Marketing Requirements" means the 2010 FIFA World Cup South Africa™ LOC Marketing Requirements annexed hereto marked Annexure B;

- 1.1.26. “Official Licensed Products” means any products and/or merchandise bearing the FIFA Brand Mark and/or Competition Mark which has been approved by FIFA;
- 1.1.27. “Parties” means FIFA, the LOC and the Stadium Authority and “Party” means either one of them as the context allows;
- 1.1.28. “SAFA” means the South African Football Association, an association not for gain, duly registered with the South African Department of Sport for the purpose of governing the administration of football in the Republic of South Africa;
- 1.1.29. “Security Plan” means the comprehensive written instructions, procedures and operating guidelines for the Stadium during Exclusive Use Periods covering security, fire, public safety, evacuation and emergencies to be produced, developed and implemented, to ensure the security of the Stadium, spectators and other personnel connected with the Competition;
- 1.1.30. “Site” means the Stadium and the Exclusion Zone (as described in Annexure A hereto) on the day(s) that any Match takes place in the Stadium, and any other adjacent or neighbouring areas and/or facilities (including without limitation press centres, accreditation centres, and hospitality facilities) where official Competition accreditation/authorisation and/or Tickets are required in order to gain access, provided that all such areas are under the control of the LOC and/or FIFA;
- 1.1.31. “Stadium” means the stadium selected to host one or more Matches of the Competition, including all areas around the Stadium, such areas being delimited by the points of entry beyond which no persons without appropriate accreditation and/or Tickets are entitled to pass;
- 1.1.32. “Stadium Development Agreement” means the stadium development agreement to be concluded in respect of the planning, design, construction and funding of the Stadium;
- 1.1.33. “Stadium Authority” means the owner or operator of the Stadium which is duly authorised to enter into this Agreement;
- 1.1.34. “Term” means the period commencing upon execution of this Agreement by the Parties and concluding three (3) months after the final Match of the Competition;
- 1.1.35. “Territory” means the Republic of South Africa;
- 1.1.36. “Test Tournament” means a football tournament organised by the LOC for the purpose of executing a test/rehearsal for the Competition in the Stadium;
- 1.1.37. “Ticket” shall be the evidential item representing that the holder thereof has the right to enter the Stadium to attend a particular Match and/or Event of the Competition and to obtain a particular seat allocated to the ticket for that purpose in accordance with the Ticket Terms and Conditions and all applicable laws;

- 1.13. Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning first ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause.
- 1.14. Any reference in this Agreement to a Party shall, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party's liquidator or trustee, as the case may be, and where such Party is dissolved or amalgamated with another entity, this Agreement shall be binding upon such Party's successor in law.
- 1.15. The rule of construction that an agreement shall be interpreted against the Party responsible for the drafting or preparation of such agreement, shall not apply.

## PART A - APPOINTMENT OF THE STADIUM AUTHORITY

### 2. OFFER AND ACCEPTANCE

#### 2.1. Stadium Authority's Offer

- 2.1.1. By duly executing this Agreement and returning it to the LOC, the Stadium Authority makes the unconditional and irrevocable offer to the LOC and FIFA to provide the Stadium to FIFA and the LOC on the terms and conditions contained in this Agreement for the purpose of hosting one or more Matches and/or Events of the Competition in accordance with the terms of this Agreement.
- 2.1.2. The Stadium Authority shall be bound to its offer until the date of the announcement by FIFA of its selection of all of the stadia to host one or more Matches of the Competition.
- 2.1.3. FIFA will not consider any offer "subject to contract" or similar conditional offers.

#### 2.2. FIFA's Acceptance

- 2.2.1. If FIFA decides to accept the Stadium Authority's offer in terms of clause 2.1.1 it shall execute this Agreement and return it to the LOC.
- 2.2.2. If the LOC decides to accept the Stadium Authority's offer in terms of clause 2.1.1 it shall execute this Agreement.
- 2.2.3. For the avoidance of doubt, this Agreement shall not be binding upon the parties unless and until FIFA and the LOC shall have executed this Agreement.

### 3. APPOINTMENT OF THE STADIUM AUTHORITY

- 3.1. FIFA hereby approves the LOC's selection of the Stadium to host one or more Matches and/or Events of the Competition. The Stadium Authority accepts such selection and hereby agrees to abide by and discharge all obligations imposed on it in terms of this Agreement.

tear down) associated with the Competition, whether or not such tasks are performed prior to, during or after any Exclusive Use Period.

- 5.1.2. The Stadium Authority hereby represents and warrants that it has not concluded, and will not conclude any agreement (including, without limitation, any master novelty or merchandise sales rights agreement) which would restrict or prohibit in any way the ability of FIFA, to produce and sell, or to contract for the production and sale of, on an exclusive or non-exclusive basis, any such consumable and non-consumable merchandise, or which would allow others to sell or give away any such consumable and non-consumable merchandise during the Exclusive Use Period. Neither the Stadium Authority nor any of its affiliates, agents, contractors, employees or any third entity shall sell or give away or encourage or permit the sale or giving away of any consumable and/or non-consumable products of any kind, be it non-Authorised Licensed Merchandise, Authorised Licensed Merchandise (as defined in Clause 13.4.1 below) or merchandise customarily sold at the Stadium. FIFA also reserves the right to use and augment existing concessions facilities in the Stadium free and clear of any third party rights and to appoint one or more concessionaires to operate such concessions facilities.
- 5.1.3. The Stadium Authority hereby represents and warrants that it has not concluded, and will not conclude any agreement (including, without limitation, any master concession agreement) which would restrict or prohibit the Stadium Authority, the LOC, FIFA or any third party from performing, complying and/or exercising any of their rights, duties and obligations in terms of this Agreement.
- 5.1.4. The LOC has delivered to the Stadium Authority a copy of the LOC Marketing Requirements. The Stadium Authority shall provide the Stadium to FIFA during any Exclusive Use Period in full compliance with all requirements set forth in the LOC Marketing Requirements (as may be amended by FIFA in its sole discretion from time to time), unconditionally and at no cost or liability to FIFA.
- 5.1.5. The LOC has delivered to the Stadium Authority a copy of the relevant provisions of FIFA's "2010 FIFA World Cup™ List of Requirements for the Organising Association" (the "List of Requirements"). The Stadium Authority shall provide the Stadium to FIFA during the Exclusive Use Periods in full compliance with all requirements set forth in Sections 10 (Stadiums and other Infrastructure), 11 (Media Requirements), 16 (IT Solution) and 18 (FIFA General Secretariat) of the List of Requirements, unconditionally and at no cost or Liability to FIFA. The List of Requirements shall form an integral part of this Agreement.
- 5.1.6. The Stadium Authority shall undertake all reasonable and legal measures and procedures to prevent any individual, group or entity from displaying, verbalising, broadcasting or otherwise communicating any commercial, political, religious, racist and/or social messages in, around, above or otherwise at the Stadium during the Matches and/or Events.

- 5.2.8.3. the Stadium and all associated buildings, structures, improvements and erections comply in every respect with all national, provincial and local governmental authority requirements and Applicable Laws governing or affecting them;
- 5.2.8.4. the Stadium or any portion thereof has not been provisionally or finally declared as a national monument under the National Monuments Act, 1969 nor as an informal township;
- 5.2.8.5. there is no contamination of the soil, ground water or surface on or emanating from the Stadium;
- 5.2.8.6. the Stadium nor any portion thereof is subject to any land claim;
- 5.2.8.7. none of the buildings, structures, improvements and erections comprising the Stadium, nor the land on which it is constructed nor any buildings, structures, improvements and erections associated with the Stadium have been Encumbered in favour of any third party;
- 5.2.9. the Stadium Authority is not engaged in any litigation, income tax appeals, arbitration or criminal proceedings relating directly or indirectly to the Stadium (other than proceedings for the collection of debts from trade debtors in the ordinary course of business);
- 5.2.10. the Stadium Authority has disclosed to the LOC and/or FIFA all facts and circumstances material to this Agreement and which would be material or would be reasonably likely to be material.

5.3. **Commercial Identification Prohibition**

The Stadium Authority agrees to procure that its agents, representatives, employees, external advisors, suppliers and/or subcontractors shall not publicly disclose or publicise in any manner the nature of any transaction with or services rendered to the Stadium Authority, including, without limitation -

- 5.3.1. by referring to the transaction or the services, the Stadium, the Stadium Authority, the Host City, the LOC, FIFA or the Competition in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials and on websites;
- 5.3.2. by using or allowing the use of the trademark "2010 FIFA World Cup™" or any other service mark, trademark, copyright or trade name now or which may hereafter be associated with the Competition in connection with any service or product and/or the provision of services to the Stadium Authority;
- 5.3.3. by otherwise disclosing their affiliation with the Stadium, the Stadium Authority or the Competition,

unless FIFA specifically agrees in writing to such disclosure or publication prior to the disclosure or publication.

6.5. Use of the Exclusion Zone

- 6.5.1. Where insufficient space is found inside the Stadium for any display of the Commercial Affiliates, the Stadium Authority shall provide the LOC and/or FIFA free of charge with an area of 2500 (two thousand five hundred) square metres within the Exclusion Zone as near to the outer perimeter of the Stadium as possible for the purposes of setting up a commercial display area to be used by the Commercial Affiliates.
- 6.5.2. The Stadium Authority shall ensure that any commercial entity which usually operates commercial activities within the Exclusion Zone is closed to the public on Match days, unless agreed in advance by FIFA in writing, and that no permits or licences for commercial activities of any kind will be granted by the Stadium Authority for use within the Exclusion Zone on Match days.

6.6. Use of the Stadium by the Stadium Authority

The Stadium Authority agrees that the use and operation of the Stadium by the Stadium Authority shall be limited during the Term to accommodate the provisions of this Agreement and accordingly, the Stadium Authority grants to FIFA and/or the LOC the right to limit the use of the Stadium at any time during the Term in order that FIFA and/or the LOC may conduct such activities required in order to host the Competition in the Stadium and/or the Site.

6.7. Exclusive Use Periods

- 6.7.1. FIFA and the LOC shall have the exclusive right to use the Stadium and all adjacent and neighbouring properties and facilities owned by or under the control of the Stadium Authority during the Exclusive Use Periods.
- 6.7.2. Accordingly, the Stadium Authority hereby leases to the LOC and grants to the LOC the Exclusive Use of the Stadium and all adjacent and neighbouring properties and facilities owned by or under the control of the Stadium Authority during the Exclusive Use Period. For the avoidance of doubt, the LOC shall during the Exclusive Use Periods be responsible for the operation and the use of the Stadium. The LOC's lease of and right to use the Stadium shall continue on a non-exclusive basis from the end of the designated Exclusive Use Periods in order to allow for removal of the LOC's equipment and facilities and restoration of the Stadium in accordance with the terms hereof.

6.8. Test Tournament

- 6.8.1. The LOC may organise a Test Tournament at the Stadium before the Competition in order to evaluate the status of the preparations and to test parts of the established organisational structure and planning.
- 6.8.2. In the event that the Stadium Authority is appointed as a stadium with regard to the Test Tournament, the Stadium Authority agrees that it shall enter into a separate Stadium Use Agreement on terms substantially similar to those contained herein in order to be granted

the LOC in cash, Value-in-Kind, through the provision of services by the LOC or a combination thereof.

- 6.11.1. **Initial Payments.** The LOC shall pay to the Stadium Authority the amount as specified in this clause 6.11 in accordance with a payment schedule to be agreed between the Parties having due regard to the cash flow requirements of the Stadium Authority and the revenues generated by the Stadium Authority in respect of the management and operation of the Stadium.
- 6.11.2. **Value in Kind / Commercial Affiliates' Products.** The LOC shall provide to the Stadium Authority Value in Kind products from Commercial Affiliates as determined by the LOC from time to time. For purposes of determining credits available against rentals under this clause, Value in Kind products provided through the Commercial Affiliates shall be valued at Commercial Affiliate quoted prices to the LOC. In the event the Stadium Authority cannot reasonably utilise all of the available Value in Kind products in the construction or operation of the Stadium, the Stadium Authority may otherwise use or dispose of such materials; provided that, in any event, the LOC shall receive the full credit under this clause. To facilitate accounting for the Commercial Affiliate Value in Kind, the Stadium Authority, or its contractors agree to procure all Commercial Affiliate Value in Kind products through the LOC Value in Kind account in accordance with procurement procedures to be established by mutual consent.
- 6.11.3. **Other Value in Kind.** The LOC shall have the right but not the obligation to pay, or to prepay, up to the balance of the total rent due under this clause 6.11.3 through Value in Kind materials; provided however that (a) the Value in Kind payments consist of equipment or materials that is functionally and qualitatively required by the Stadium Authority, (b) such payments are made on a timely basis so as not to delay the construction of the Stadium. The Stadium Authority shall cooperate in good faith with FIFA and/or the LOC to identify opportunities for Value in Kind payments and determine the valuation thereof.
- 6.11.4. **Utility Consumption.** The LOC shall, however jointly bear all utility consumption costs (such as water, gas, telecommunications and electricity consumption costs) incurred by FIFA and/or the LOC (and authorised third parties) during the Exclusive Use Period, but expressly excluding any costs relating to the provision or delivery of such utilities and utility facilities.
- 6.11.5. **Delivery Costs.** The Stadium shall be delivered to FIFA and the LOC in the manner outlined herein, and the Stadium Authority shall be solely responsible for any and all costs associated with the delivery of the Stadium (including all Stadium facilities) and the Stadium construction, renovation and/or modifications required by FIFA and/or the LOC in accordance with FIFA's highest applicable technical, security and commercial requirements. In the event that FIFA and/or the LOC require further construction, renovation and/or modifications to the Stadium following delivery of the Stadium, the Stadium Authority shall be solely responsible for all such costs and expenses.

equipment and fencing, on seating, in all competition, practice, parking and concession areas and in or on any ground surface) in compliance with the LOC's specifications as to colour, appearance and other characteristics.

- 9.4. Between Exclusive Use Periods and following the end of the last Exclusive Use Period for the Stadium, the LOC shall uncover all signage that it has covered, replace all signage that it has removed, and shall repair any physical damage to the Stadium facilities, equipment or signage caused by such covering, removal or replacement, fair wear and tear excepted.

## 10. STADIUM DECORATION

- 10.1. The LOC shall, in cooperation with FIFA, design, create, produce and apply a Stadium decoration in accordance with FIFA's branding policy and guidelines as well as with its graphic standards and directives and the requirements of the Host Broadcaster.
- 10.2. The Stadium decoration shall create a uniform/standardized look of all Stadiums supporting the atmosphere in the Stadiums and the production of the broadcast signal and photographs by ways of colours and graphics.
- 10.3. The Stadium decoration shall include adhesive posters, stickers and tarpaulins of various sizes suitable for covering and/or decorating surfaces as well as any other items deemed suitable for the foreseen purpose.
- 10.4. The LOC shall submit the concept and the design of the Stadium decoration to FIFA for approval not later than one (1) year prior to the first match of the Competition.
- 10.5. The Stadium decoration and its application shall meet with all applicable security requirements and regulations. The security of all persons present in the Stadium and the prevention of fires must at all times be ensured.

## PART D - ACCESS TO THE STADIUM

### 11. SECURITY AND ACCESS CONTROL

#### 11.1. Access to the Stadium

The Stadium Authority irrevocably and validly transfers, and shall cause any third party (such as the clubs and spectators) to validly transfer, all domiciliary, access and other related rights (such as broadcasting, marketing and hospitality rights) to FIFA for the Exclusive Use Period in a way that, regardless of the remaining operational responsibilities of the Stadium Authority, all rights in connection with the use of the Stadium are vested in FIFA and that FIFA and the LOC may use and control the use of the Stadium for the Competition.

#### 11.2. Controlled Access

- 11.2.1. FIFA and the LOC shall have complete control over all aspects of the Competition relating to access and accreditation of qualified individuals, who shall perform, visit, work or otherwise be involved in the Competition and relating to the definition of the permitted areas of

- 11.3.3. Nothing contained in this clause 11.3 shall relieve the Stadium Authority from ensuring that all security measures adopted by the Stadium Authority in the normal course of its business for a stadium of comparable size continues to be performed and implemented during the Term. To avoid doubt, the Stadium Authority shall ensure that all necessary personnel and equipment to perform such security measures are employed and provided for within the Stadium during the Term.

## PART E - FACILITIES AND SERVICES

### 12. FACILITIES AND SERVICES

#### 12.1. Services provided by the Stadium Authority

- 12.1.1. The Stadium Authority shall throughout the Term, including any Exclusive Use Periods, continue providing the Maintenance and Repairs to the Stadium for the purpose of maintaining the Stadium at no additional charge to the LOC.
- 12.1.2. The Stadium shall be turned over to the LOC at the beginning of each Exclusive Use Period in a clean and sanitary condition with all equipment repaired, in good working order and in compliance with all applicable codes.

#### 12.2. Direct Cost of Support Personnel

##### 12.2.1. Appointment of Support Personnel

The Stadium Authority acknowledges and agrees that the Stadium Authority shall appoint such personnel as may be required in order to manage and operate the Stadium during the Term. It is further agreed that as part of staging and hosting Matches and/or Events of the Competition within the Stadium, the Stadium Authority shall be obliged to appoint additional personnel specifically to assist with the management and operation of the Stadium at no cost to the LOC. All personnel appointed by the Stadium Authority, irrespective of the scope or term of appointment, shall at all times be considered employees of the Stadium Authority and the LOC shall not be obliged to make direct payments to such personnel or be obligated to withhold or make payments, on their behalf, to any governmental agencies.

##### 12.2.2. Costs of Support Personnel

The Stadium Authority shall pay all direct and indirect costs, including without limitation overtime wages, for services of personnel that are provided by the Stadium Authority pursuant to this Agreement. In order to comply with the foregoing, the Stadium Authority shall furnish the LOC with the details as outlined in Annexure E hereto. The LOC shall only reimburse the Stadium Authority for its direct personnel costs (including wages and overtime according to the Stadium Authority's normal remuneration rates and policies and national and local employee taxes) incurred for services rendered at the written request of the LOC in respect of the details referred to in Annexure E hereto.

automated teller machines, sanitation facilities, tents and trailers;

12.3.2.7. otherwise supplementing or make any alterations and improvements to the Stadium in connection with Matches and/or Events or other uses of the Stadium, including without limitation, the maintenance of security and crowd control;

12.3.2.8. allowing the host broadcaster, if necessary, to pre-wire the Stadium for television and radio transmission purposes;

12.3.2.9. using existing liquor licenses if deemed the best option for FIFA; and

12.3.2.10. refraining from using any catering services specified or licensed by, or any food or beverage specified or licensed by, the Stadium Authority.

12.3.3. For the avoidance of doubt, the provisions of Clause 12.3.2 do not remove the Stadium Authority's obligations to deliver the Stadium in the condition and to the standard required under this Agreement and relate only to additional and supplemental "build-out" and operational rights of FIFA after the delivery of the Stadium.

#### 12.4. Right to Cure

In the event the Stadium Authority fails to meet its obligations hereunder (within a reasonable time under the circumstances) after receipt of written notice by the LOC of such failure, the LOC shall have the right, but not the obligation, to make any payments, provide any services (either through its own employees or a third party), obtain the equipment and/or take any other actions the LOC deems appropriate or desirable to obtain the benefits described herein, and the Stadium Authority shall promptly reimburse the LOC for all actual and reasonable costs associated therewith. Any amounts not promptly reimbursed may be deducted from rentals otherwise owing to the Stadium Authority hereunder. This remedy shall not be exclusive but shall be cumulative and in addition to all other remedies available to the LOC.

### PART F - COMMERCIAL REQUIREMENTS

#### 13. COMMERCIAL RIGHTS

##### 13.1. Ownership and Exploitation

FIFA is the sole owner of all of the Marketing Rights, Media Rights and other rights to the Competition. FIFA may, in its sole discretion, determine the exploitation such rights. FIFA shall be entitled to retain all revenues generated from the exploitation of the Marketing Rights, Media Rights and other rights to the Competition. The Stadium Authority has no such rights in connection with the Competition but shall, to the extent necessary or useful, transfer all rights related thereto to FIFA and shall take all appropriate steps to safeguard and enforce FIFA's

### 13.6. Advertising Rights

- 13.6.1. Only FIFA shall have the right to place and/or permit the placing of permanent or temporary, audible or visible advertising of any kind or description in, on, above or about the Stadium, including, without limitation, on any giant screen(s), scoreboard, video board, wall, fence, equipment, uniform, clothing, bench, concession stand or on the person of any vendor or any receptacle they may carry, paper or plastic cup, in the parking and pedestrian areas, restrooms or sanitary facilities, water or other fluid bottles, over the public address system or otherwise. The Stadium Authority shall not, under any circumstances, place, or authorise any other individual or entity to place, advertising or advertising matter or engage in any promotional, public relations, religious, political, commercial or advertising activity of any kind in, on, above, around or about the Stadium without the prior written approval of FIFA.
- 13.6.2. The Stadium Authority hereby warrants and undertakes that it has not concluded, and will not conclude any agreement with any third party which (a) would allow any promotional, public relations, political or advertising activity in, on, above or about the Stadium (including, without limitation, scoreboard advertising) by others during the Exclusive Use Period; (b) would restrict or prohibit FIFA from placing or selling any advertising (or any public relations or promotional rights or privileges) of any kind or description, whether exclusive or non-exclusive, in, on, above, around or about the Stadium during the Exclusive Use Periods or which would result in a breach of any agreement concluded by FIFA with any holder of Media Rights and/or Marketing Rights. FIFA shall have the complete control over all giant screen(s), scoreboards, video boards, sound and public address systems and any and all other audible or visible information or communication systems or means in the Stadium during the Exclusive Use Period. If necessary to comply with the terms of this provision, the Stadium Authority shall obtain waivers from existing advertising contracts to ensure compliance with this clause.

### 13.7. Hospitality Rights and Services

- 13.7.1. The Stadium Authority shall comply, at its own cost, with FIFA and/or the LOC's requirements in relation to the implementation of the hospitality services, as directed by FIFA and/or the LOC and as described in Annexure B "the LOC Marketing Requirements". For the avoidance of doubt, all revenues derived from the sale of hospitality rights and services shall revert to FIFA and/or the hospitality services rights holder.
- 13.7.2. In the event that FIFA and/or the LOC require that the hospitality areas to be used for the provision of the hospitality services be provided free of any equipment, the Stadium Authority shall do so at no cost to FIFA and/or the LOC.
- 13.7.3. For the purpose of this Clause 13.7, hospitality services are the hospitality benefits granted to certain Ticket holders which may include seating and food and entertainment. All Hospitality Infrastructure

- 15.1.2. Should the Stadium Authority and/or the LOC elect to insure in an amount less than 100% of the full replacement value, or to self-insure any perils or deductibles, such absence of coverage will be entirely the responsibility of the Stadium Authority and/or the LOC.
- 15.1.3. The Stadium Authority and/or the LOC shall present the insurance policies to FIFA until a date to be set forth by FIFA, but no later than 31 December 2007, and the Stadium Authority and/or the LOC shall enter into the contracts until a date to be set forth by FIFA, but no later than 31 December 2008.
- 15.1.4. The Stadium Authority and/or the LOC shall not cancel such insurance policy or waive or amend any provision of the same without the prior written consent of FIFA.
- 15.1.5. The Stadium Authority hereby waives any and all claims of liability against FIFA, FIFA's marketing partner, FIFA's broadcast partner (including the host broadcaster), FIFA's hospitality partner, the LOC and their officers, directors, members, agents or employees, for any Loss or damage to the Stadium whether or not such loss or damage may have been caused by or resulted from the negligence of FIFA, FIFA's marketing partner, FIFA's broadcast partner (including the host broadcaster), FIFA's hospitality partner, the LOC, their officers, directors, members, agents or employees to the extent such loss or damage is within the classification of perils covered by the type of property insurance the Stadium Authority and/or the LOC is required to maintain by this clause, whether or not the Stadium Authority and/or the LOC maintains such a policy and whether or not FIFA, FIFA's marketing partner, FIFA's broadcast partner (including the host broadcaster), FIFA's hospitality partner, the LOC, or their officers, directors, members, agents or employees are named as additional insured under such a policy. The insurance policy required to be carried by the Stadium Authority and/or the LOC under this clause shall contain a provision that any right of subrogation the insurance company may have against FIFA, FIFA's marketing partner, FIFA's broadcast partner (including the host broadcaster), FIFA's hospitality partner, the LOC, or their officers, directors, members, agents or employees, shall be waived.

15.2. **Liability Insurance provided by the Stadium Authority**

- 15.2.1. The Stadium Authority and/or the LOC shall at all times between a date hereof which is as early as possible after the final selection of the Stadium and the expiration of the Competition, at its/their sole cost and expense, carry and maintain, for the benefit of the Stadium Authority, and include as additional insured FIFA, FIFA's marketing partner, FIFA's broadcast partner (including the host broadcaster) the LOC, general public liability insurance against claims for bodily injuries, death or property damage occurring on, in, above or about the Stadium and/or arising out of the Stadium Authority's operations under this Agreement, including, without limitation, the operation of the parking areas (if applicable) and the merchandise and food and beverage concession stands.

of or in any way connected with the use of the Stadium, or the hosting of the Matches of the Competition, or any acts or omissions of the Stadium Authority hereunder. The obligations of the Stadium Authority set forth in this clause survive the termination of this Agreement.

15.5. **Exculpation of FIFA**

All the LOC's obligations and liabilities under this Agreement bind only the LOC not FIFA. The Stadium Authority hereby releases FIFA and every officer, director, agent, employee, external advisors and member of FIFA of and from any liability under this Agreement or otherwise.

15.6. **Limitation Of Liability**

15.6.1. The LOC and FIFA, their officers, agents, employees, licensees or sub-contractors shall not be liable to the Stadium Authority for the death, personal injury or damages related to the Competition save in the event that such death, personal injury or damages is caused by a grossly negligent or wilful act or omission on the part of the LOC or FIFA (as applicable).

15.6.2. Neither the LOC nor FIFA, nor any of their officers, agents, employees, licensees or sub-contractors shall be liable to the Stadium Authority for any damages whatsoever should a Match scheduled to take place at the Stadium not take place at the Stadium, or otherwise not take place as scheduled.

**PART H - TERM, TERMINATION AND DISPUTE RESOLUTION PROCEDURES**

**16. TERMINATION**

16.1. FIFA shall individually, and the LOC shall collectively with FIFA, have the right to immediately terminate this Agreement and withdraw the right to stage any Match from the Stadium:

16.1.1. if the Stadium Authority violates any term of this Agreement which is considered material by FIFA in its sole and absolute discretion;

16.1.2. as a result of an event of Force Majeure, cancellation, postponement/advancing or boycott of the Competition;

16.1.3. if an order is made by a court of competent jurisdiction or a resolution is passed in terms of which the Stadium is placed under liquidation (whether provisional or final), administration, curatorship, judicial management or an equivalent process;

16.1.4. if the Stadium Authority enters into any compromise with its creditors generally or commits an act of insolvency as defined in the South African Insolvency Act, 1936 (Act No. 24 of 1936);

16.1.5. if the Stadium Authority ceases to operate or to function or is disestablished or dissolved;

dispute has not been resolved by such negotiation the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") for administered mediation, upon the terms set out by the AFSA Secretariat. Failing such resolution, the dispute shall be resolved in accordance with the rules of AFSA by an arbitrator appointed by AFSA.

## PART I - GENERAL PROVISIONS

### 18. GENERAL PROVISIONS

#### 18.1. Nature of Agreement

18.1.1. Nothing in this Agreement shall give rise to or be construed as giving rise to:

18.1.1.1. an employer/employee relationship between the Stadium Authority, its employees, agents, representatives, contractors or subcontractors on the one hand and the other Parties on the other; or

18.1.1.2. an agreement of partnership between the Stadium Authority, its employees, agents, representatives, contractors or subcontractors on the one hand and the other Parties on the other; or

18.1.1.3. a labour broking arrangement or agreement between the Stadium Authority, its employees, agents, representatives, contractors or subcontractors on the one hand and the other Parties on the other; or

18.1.1.4. a principal and agent agreement or relationship between Stadium Authority, its employees, agents, representatives, contractors or subcontractors on the one hand and the other Parties on the other; or

18.1.1.5. a joint venture agreement between the Stadium Authority, its employees, agents, representatives, contractors or subcontractors on the one hand and the other Parties on the other.

18.1.2. Notwithstanding anything to the contrary contained in this Agreement, the Parties expressly acknowledge that no Party has any authority whatsoever to represent or to bind the other in any capacity or manner whatsoever. In particular but without limiting the generality of the foregoing, no Party shall be entitled to conclude any agreements on behalf of the other nor sign any document on behalf of any other Party.

18.1.3. Neither the Stadium Authority nor any of its employees shall at any time hold itself and/or themselves out to be the employees of the LOC or FIFA and neither the Stadium Authority nor any of its employees shall be entitled to any of the benefits provided by the LOC and/or FIFA to their employees.

**The LOC**

Physical: 41 Melville Road  
Hyde Park  
Sandton

Postal: P O Box 786532  
Sandton  
2146

Telefax: 011 447 8042

**The Stadium Authority**

Physical: 12 Hertzog Boulevard  
Cape Town  
8000  
Attention: Ms. Teral Cullen - Director: 2010 WC

Postal: 12 Hertzog Boulevard  
Cape Town  
8000

Telefax: 021 400 1332

18.6.2. FIFA hereby notifies the Stadium Authority that it has appointed FIFA Marketing & TV AG to administer this Agreement on its behalf, and to exercise such rights and powers as FIFA is entitled to exercise with respect to the enforcement and administration of this Agreement. Such rights and powers include monitoring and overseeing the Stadium Authority's obligations under this Agreement to ensure that the Stadium Authority is complying with the provisions of this Agreement. FIFA hereby notifies the Stadium Authority that any administrative steps relating to this Agreement, including all matters relating to the rights and opportunities granted hereunder, may be carried out by FIFA Marketing & TV AG. The Stadium Authority shall accordingly send all notices to FIFA Marketing & TV AG (as outlined above) and shall at all times in the exercise of the rights and opportunities granted hereunder co-ordinate its activities with the member(s) of staff nominated by FIFA Marketing & TV AG and notified to the Stadium Authority. The appointment of FIFA Marketing & TV AG continues to apply unless and until FIFA notifies the Stadium Authority that the appointment has been revoked.

18.6.3. Any notice to a party -

18.6.3.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its domicilium citandi et executandi.

18.12. Language

All notices and correspondence in respect of this Agreement shall be in the English language.

18.13. Warranty of Authority

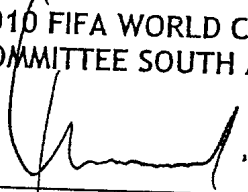
Each of the parties represents and warrants that the persons executing this Agreement on its behalf have been duly and properly authorised to execute this Agreement and that all necessary formalities in that regard have been duly and properly performed.

SIGNED by the parties on the following dates and at the following places respectively:

2010 FIFA WORLD CUP ORGANISING COMMITTEE SOUTH AFRICA

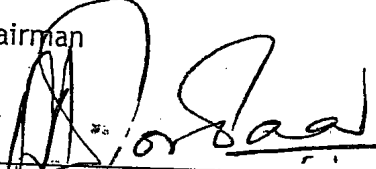
3/03/06  
DATE

PARKTOWN  
PLACE

  
Irvin Khoza  
Chairman

28 Feb. 06  
DATE

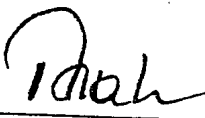
Johannesburg  
PLACE

  
Daniel Alexander Jordaan  
Chief Executive Officer

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION


15.3.06  
DATE

ZURICH  
PLACE

  
Joseph S Blatter  
President

15.3.06  
DATE

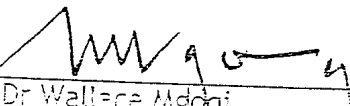
Zurich  
PLACE

  
Urs Linsi  
General Secretary

CITY OF CAPE TOWN

DATE

PLACE

  
Dr Wallace Mgoqi