

**AMENDMENT NO. (1) to the  
SPONSORSHIP CONTRACT  
between  
DOCKLANDS LIGHT RAILWAY LIMITED and EMIRATES  
dated 7 October 2011 (the "Agreement")**

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This Deed of Amendment is made on <sup>7<sup>th</sup> August</sup>~~July~~ 2013 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) The parties have entered into the Agreement pursuant to which the Sponsor has been appointed as title sponsor of the Air Line System across the River Thames.
- (B) The parties wish to amend the Agreement as set out below in this Deed of Amendment.

**IT IS AGREED** as follows:


1. Unless otherwise provided herein, capitalised terms used in this Deed of Amendment shall have the meanings attributed thereto in the Agreement.
2. With effect from the date of this Deed of Amendment, the definition of "Conflicting Person" set out in Clause 1.1 of the Agreement shall be amended to read as follows:

**"Conflicting Person"** means any Competitor;

and all references to "Conflicting Person" in the Agreement shall be construed accordingly.

3. With effect from the date of this Deed of Amendment, Clause 6.5 (Statements) of the Agreement shall be replaced with the following:

DLRL shall, and shall procure that 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 their respective directors, senior staff and official spokespeople acting in the course of his/her employment shall, ensure that any statement made in connection with this Contract is based in fact and is fair and reasonable in the circumstances

4. Except to the extent set out in this Deed of Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect and shall apply equally to this Deed of Amendment.
  5. This Deed of Amendment shall be deemed to be an integral part of the Agreement and shall be read and construed with it as one unit.
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6. This Deed of Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

7. This Deed of Amendment shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Deed of Amendment shall be subject to the Dispute Resolution Procedure.

**IN WITNESS** whereof the parties hereto have executed this Deed of Amendment 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:

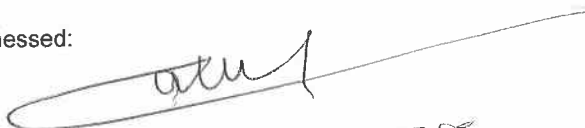
Director

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: )



Witnessed:



CARRASSE

11 Bd de Gaulle

64 300 orthez - FRANCE

6. This Deed of Amendment may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
7. This Deed of Amendment shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Deed of Amendment shall be subject to the Dispute Resolution Procedure.

**IN WITNESS** whereof the parties hereto have executed this Deed of Amendment 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: )

Witnessed: