

Summary of the agreements between FIFA and Sporis Holding AG/Taurus Film GMBH & Co. and Sporis Holding AG and Taurus Film GmbH & Co. re. the 2002 and 2006 FIFA World Cups as per 28 October 1996

1. Agreement between FIFA and Sporis Holding AG/Taurus Film GmbH & Co. of 10 September 1996:

FIFA grants to Sporis (lead licensee) and Taurus (guarantor and co-licensee) the exclusive rights for the exploitation of the radio and television broadcast rights (including the basic feed) for the World Cups 2002 and 2006, worldwide in all languages, excluded the United States territory, with the restriction that the licensees are not allowed to exploit pay-per-view rights in respect of live broadcasts of the World Cups.

FIFA also grants to the licensees the broadcast rights for the FIFA additional events.

The copyrights in the programmes produced from the basic feed shall belong to FIFA.

The agreement terminates six months after the final match of the 2006 World Cup. But, after termination, in perpetuity, the licensees have the right to exploit excerpts of the basic feed not longer than ten continuous minutes.

Taurus irrevocably and unconditionnally guarantees to FIFA as a minimum guarantee that FIFA's share of the net receipts from the exploitation of the radio and television broadcast rights shall be at least sfr. 1'300'000'000 in respect of the 2002 World Cup and sfr. 1'500'000'000 in respect of the 2006 World Cup.

The licensees are obligated to pay to FIFA for the rights granted in respect of the 2002 World Cup sfr. 1'300'000'000 and

in respect of the 2006 World Cup sfr. 1'500'000'000 of the net receipts, subject to collection, plus a revenue sharing of the net receipts. Net receipts shall mean gross revenue less

- a) 5% of the revenue received for the costs of creating the basic feed for each World Cup and the FIFA additional Events
- b) 6 % per annum as interest rate for all financing costs for payments made to FIFA in respect of the net receipts or the minimum guarantee in respect of each World Cup, from the date of the payment until the commencement of the World Cup in respect of which such payment is made
- c) sfr. 15'000'000 for each World Cup as financing costs of the bank guarantees provided prior to 2002 for the 2002 World Cup and 2006 for the 2006 World
- d) a distribution fee of 20 % of the revenue received in respect of each World Cup.

The net receipts (to be deposited into separate accounts to be established by the licensees), remaining after the distributions (payments to FIFA under the payment schedule and payments to Taurus to reimburse any contributed shortfall) shall be shared between FIFA and the licensees on an equal basis.

Taurus guarantees that FIFA's share of the net receipts for each of the World Cups shall be paid as follows not later than:

World Cup 2002:

sfr. 65'000'000	15 October 1998
sfr. 65'000'000	15 October 1999
sfr. 65'000'000	15 October 2000
sfr. 390'000'000	15 October 2001
sfr. 585'000'000	15 January 2002
sfr. 130'000'000	within 20 days following the final match

World Cup 2006:

sfr. 75'000'000	15 October 2002
sfr. 75'000'000	15 October 2003
sfr. 75'000'000	15 October 2004
sfr. 450'000'000	15 October 2005
sfr. 675'000'000	15 January 2006
sfr. 150'000'000	within 20 days following the final match

Taurus shall deliver to FIFA a bank guarantee for the payment due on 15 October 1998 within 60 days of the execution of the long form agreement. Upon timely payment the guarantee shall be discharged and Taurus shall provide a further bank guarantee for the next payment and similarly, for the further payments due to FIFA.

The long form agreement (to be concluded by 31 December 1996) shall contain customary provisions providing FIFA with certain remedies in the event Taurus shall default in delivering the bank guarantees.

The licensees are free to broadcast the matches over free or subscription television, but, matches broadcast live on subscription television shall be broadcast in such territory on free television, in whole or in part, on a delayed basis. The opening, closing and semi-final matches may be broadcast on subscription television only on a non-exclusive basis.

FIFA shall obtain cancellation insurance so that any payments made to FIFA prior to the commencement of the World Cups and any costs incurred by the licensees can be fully refunded in case of a cancellation.

In case that the Swiss Franc depreciates by more than 40% for a period of more than sixty days from the exchange rate prevailing on the date of the long form agreement for Swiss Francs convertible to each of the US \$, £, DM, Yen, FF and Euro, prior to the commencement of the distribution of the television rights for the 2006 World Cup, but not sooner than 10 days after the final match of the 2002 World Cup, the

parties shall discuss in good faith modifications to the financial terms for the 2006 World Cup.

The agreement shall be governed by Swiss law. In the event of a dispute the parties shall arbitrate in Zurich under the Arbitration Rules of the International Chamber of Commerce.

Taurus declares that it is wholly owned by Dr. Leo Kirch, that it is the rights holding company of the Kirch Gruppe and that it provided to FIFA additional information concerning Taurus and the Kirch Gruppe by separate letter.

2. Heads of agreement between Sporis Holding AG and Taurus Film GmbH & Co. of 8 September 1995 with amendment of 15 May 1996 and supplemental/amendment of July 1996:

Taurus shall acquire by way of a complete buy-out the exclusive radio and television broadcast rights (including home videogram) to the German speaking territories against a rights fee of sfr. 120'000'000 for the World Cup 2002 and sfr. 130'000'000 for the World Cup 2006, to be paid as follows:

World Cup 2002:

- 5% on 1 October 1998
- 5% on 1 October 1999
- 15% on 1 October 2000
- 65% on 1 October 2001
- 10% within five days after 2002 the World Cup Final

World Cup 2006:

- .5% on 1 October 2002
- .5% on 1 October 2003
- 15% on 1 October 2004
- 65% on 1 October 2005
- 10% within five days after the 2006 World Cup Final

These payments shall be made into a trust account.

Taurus shall deliver a bank guarantee in respect of each of its payment obligations.

Taurus agrees not to exploit German pay-per-view rights unless Sporis has obtained the prior written consent thereto from FIFA.

All other rights save as the joint television broadcast rights are reserved to Sporis, but, Taurus has a right of first refusal with respect to the German territory. The grant of any license of a foreign language signal to a broadcaster domiciled in the German territory needs the prior approval of Taurus. The exploitation of the video signal over the internet as well as a license to any pan-european broadcaster needs the prior written approval of Taurus unless the signal is encrypted and not actively marketed in the German territory.

Public viewing shall be permitted only in Germany and Austria, in Switzerland only in the theatres owned by Taurus.

Taurus and Sporis shall have joint ownership regarding the joint television broadcast rights. Sporis grants to Taurus a 50% share of these rights in the joint territory (as defined, most European countries with the exclusion of the German speaking countries). The parties shall jointly exploit these rights. Sporis shall prepare a standard form of agreement, based upon the standard form license agreement to be annexed to the longform agreement.

Sporis has the sole right to enter into agreements in connection with the exploitation of the ROW television broadcast rights (worldwide television rights excluding the German territory, the United States, as far as not included in the FIFA acquisition agreement, and the joint territory). Sporis shall prepare the form of agreement for the joint approval of the parties, based upon the standard form license agreement to be annexed to the longform agreement.

The parties shall set up a committee to be comprised of two individuals from each party to consider and agree upon such

agreements which do not fall within the distribution policy. A member of FIFA may also sit on such committee, in a non-voting capacity.

Sporis shall keep complete and accurate books of account and records in respect of all revenue and other consideration received from the exploitation of the joint and ROW television broadcast rights.

The parties' 50 % share of net receipts from the exploitation of the rights remaining after the distributions shall be shared with respect to the first sfr. 400'000'000 of gross receipts over and above the minimum guarantee, 40% to Taurus and 10 % to Sporis and thereafter, over the foregoing amount, 30% to Taurus and 20 % to Sporis.

Distribution policy: Broadcasts shall be primarily terrestrial broadcasts. All matches may be broadcast by way of exploitation over subscription television, but, any matches broadcast live on subscription television must also be broadcast delayed in whole or in part on free television. The opening, closing and semi-final matches may be broadcast on subscription television only non-exclusively.

Sporis and Taurus shall amend and supplement the above mentioned agreements in order to reflect the terms and conditions of the final agreement between FIFA and Sporis/Taurus.

Sporis and Taurus shall jointly endeavour to obtain from FIFA certain rights with respect to the 2010 World Cup such as right of first negotiation, first refusal, matching rights.

Sporis and Taurus shall endeavour by way of an outright sale to acquire from FIFA the exclusive television and radio broadcast rights with respect to the 2002 and 2006 World Cups for the United States territory.

The agreements are governed by the laws of Switzerland. Any dispute shall be submitted to a court of three arbitrators of the Zurich Chamber of Commerce.

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APPENDIX A

PAYMENT SCHEDULE OF FIXED EXPLOITATION FEES

The fixed exploitation fees set forth in sections 7.1.1.1 and 7.1.2.1, and sections 7.1.1.4 and 7.1.2.4 shall be due and payable by ISL to FIFA as follows:

PART I

Period 2000 - 2002

WORLD CUP 2002 - Fixed exploitation fee of CHF 180,000,000 shall be due and payable as follows

			CHF Amount	FORWARD RATE calculated as at the CLOSING DATE	US Dollar Amount
15 December 2000			10,000,000		
15 December 2001			60,000,000		
15 December 2002			90,000,000		
Within 30 days after final match of WORLD CUP 2002			20,000,000		
Total			180,000,000		

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PART II

Period 2000 - 2002

ADDITIONAL EVENTS - Fixed exploitation fee of CHF 18,000,000 shall be due and payable as follows:.

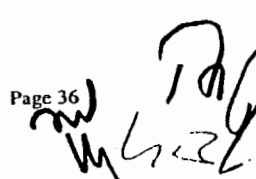
			CHF Amount	FORWARD RATE calculated as at the CLOSING DATE	US Dollar Amount
			1,000,000		
			6,000,000		
			9,000,000		
			2,000,000		
			18,000,000		

PART III

Period 2003 - 2006

WORLD CUP 2006 - Fixed exploitation fee of CHF 230,000,000 shall be due and payable as follows:

			CHF Amount	FORWARD RATE calculated as at the CLOSING DATE	US Dollar Amount
			11,500,000		
			11,500,000		
			11,500,000		



15 December 2005			69,000,000		
15 February 2006			103,500,000		
Within 30 days after final match of WORLD CUP 2002			23,000,000		
Total			230,000,000		

PART IV

Period 2003 - 2006 ADDITIONAL EVENTS

Fixed exploitation fee of CHF 23,000,000 shall be due and payable as follows.

			CHF Amount	FORWARD RATE calculated as at the CLOSING DATE	US Dollar Amount
15 December 2002			1,150,000		
15 December 2003			1,150,000		
15 December 2004			1,150,000		
15 December 2005			6,900,000		
15 February 2006			10,350,000		
Within 30 days after final match of WORLD CUP 2002			2,300,000		
Total			23,000,000		

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