

SCHEDULE 1

Host City Agreement

HOST CITY AGREEMENT

between

**FEDERATION INTERNATIONALE
DE FOOTBALL ASSOCIATION (FIFA)**
FIFA-Strasse 20
8044 Zurich
Switzerland

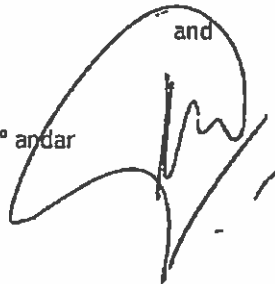
("FIFA")

and

**2014 FIFA WORLD CUP LOCAL ORGANISING
COMMITTEE BRAZIL**
Rua Victor Civita, nº 66 - B1 - Edifício 5 (5º andar)
Condomínio Rio Office Park - Barra da Tijuca - CEP: 22.275-040
Rio de Janeiro - RJ - Brasil

("LOC")

**CITY OF RIO DE JANEIRO
RIO DE JANEIRO CITY HALL**
Rua Afonso Cavalcanti, 455, 13º andar
Cidade Nova - CEP: 20.211-110
Rio de Janeiro - RJ - Brasil

and


(the "Host City")

regarding participation in hosting the
final competition of the 2014 FIFA World Cup



SECTION 1

INTRODUCTION & DEFINITIONS

- A FIFA is the world governing body for the sport of Association Football, which it promotes on a worldwide basis through its development programmes, as well as by organising, supervising and promoting international Association Football competitions;
- B FIFA is the creator of the FIFA World Cup and the FIFA Confederations Cup, and has ultimate authority over the manner in which all FIFA competitions are staged and organised;
- C FIFA has determined that the XXth edition of the FIFA World Cup will be staged in South America in 2014, preceded in 2013 by the FIFA Confederations Cup, and has invited the South American Member Associations to bid for the right to host and stage both the Competitions in their respective territories;
- D The LOC desires to participate in the bidding and selection process for the right to host and stage the Competitions;
- E The Host City has agreed to be a candidate city for selection by the LOC and FIFA as one of the cities in which Matches will be staged; and
- F Following the selection of the Host City, the Host City shall assume certain obligations with regard to the Competitions on the terms and conditions contained in this Agreement.

Now THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS

- 1.1 In this Host City Agreement (the "Agreement"), capitalised terms shall have the following meanings unless the context otherwise specifically indicates:

"Ambush Marketing" means any attempt by any unauthorised entity to exploit the goodwill in the Competitions or to gain an association with FIFA and/or either or both of the Competitions, whether or not to the detriment of the Commercial Affiliates or Broadcasters, and whether by way of an unauthorised use of the Competition Marks, Match tickets or otherwise.

"Branded Licensee" means any entity, not being a FIFA Partner, FIFA World Cup Sponsor or National Supporter, to which FIFA grants the right to place any of the Competition Marks either (i) on products (and related product packaging and product advertising materials), or (ii) in connection with the provision of services (and related advertising materials), which also prominently bear or feature the corporate identification or trademark of such entity.

"Commercial Affiliate" means any FIFA Partner, FIFA World Cup Sponsor, National Supporter or Branded Licensee.

"Competition" means the final competition of the 2014 FIFA World Cup.

"Competition Logo" means any logo, emblem or device developed and/or selected by FIFA as the visual design symbol representing the Competition.

"Competition Mark" means, individually or collectively as the case may be, (i) any Competition Logo, (ii) any Competition Mascot, (iii) two dimensional representations of the Competition trophy (expressly excluding three dimensional copies thereof), and/or (iv) any official name of the Competition (in any language).

"Competition Mascot" means the official mascot (if any) of the Competition.

"Exclusion Zone" means any area specified by FIFA which surrounds and/or is adjacent to an Outer Stadium Perimeter, in which certain commercial activities by entities (other than activities conducted by Commercial Affiliates, Broadcasters, Licensees and other FIFA-approved entities) are prohibited on Match days.

"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;

"FIFA Partner" means any entity to which FIFA grants the most comprehensive package of global sponsorship rights and the highest level of commercial association with FIFA and the Competition.

"FIFA World Cup Sponsor" means any entity to which FIFA grants the second most comprehensive package of global sponsorship rights in relation to the Competition.

"Final Draw" means the draw ceremony by which the teams representing the FIFA member associations participating in the Competition are drawn into competition groups;

"Host City Events" means any organisational, cultural and/or social functions organised by (as the case may be) the LOC, the Host City or a third party on behalf of the Host City in connection with the Competition;

"Marketing Rights" means, in any and all media, throughout the universe, and in all languages, any and all advertising rights, promotional rights, rights of endorsement, rights of association, premium and giveaway rights, marketing rights, merchandising and licensing rights, catering and concession rights, sponsorship rights, hospitality rights, travel and tourism rights, ticketing rights, accommodation rights, publishing rights, betting/gaming rights, retail rights, music rights, philatelic rights, numismatic rights, lottery rights, auction rights and any other rights and/or associated commercial opportunities (whether now known or hereafter invented) relating to the Competition and the Ancillary Events, to the extent that such rights are not Media Rights.

"Match" means any football match in its entirety (including replays, extra-time and penalty shoot-out phases) which takes place as part of the Competition.

"Media Rights" means the right, throughout the universe, and in all languages, to report upon, record, transmit or otherwise exploit any still or moving visual-only images, any audio-only material, any audio-visual material, any text and any data by any means whatsoever (whether now known or hereafter invented), any aspect or element of the Competition and Ancillary Events on a live and/or delayed basis in any media and by any means of delivery whether now known (including successor technologies) or hereafter invented. For the avoidance of doubt, the right to broadcast and/or transmit the basic audiovisual feed (or any supplemental feed) and the right to transmit radio commentary of any Match constitute Media Rights. The Media Rights include the right to record, create and exploit the official films of the Competition and/or similar audiovisual

products and programming, and shall include fixed media rights, public exhibition rights and in-flight rights.

“National Supporter” means any entity whose principal place of business and principal operations are situated in Brazil and which is granted a “third tier” package of sponsorship rights in relation to the Competition, such rights to be exercisable only in Brazil. The packages of rights granted to National Supporters will be less comprehensive than the packages of rights granted to the FIFA Partners and FIFA World Cup Sponsors.

“Premium” means any item of merchandise which (i) bears the Composite Logo; (ii) is given away free of charge in such quantities as may be approved by FIFA, for the direct purposes of advertising or promoting the Host City and its role in relation to the Competition; and (iii) is approved in writing by FIFA prior to its distribution by the Host City;

“Stadium” means the Host City stadium(s) which host any Match, including all areas around the Stadium, such areas being delimited by the points of entry beyond which no persons without appropriate accreditation and/or Match tickets are entitled to pass;

“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.

- 1.2 References to Clauses are, unless otherwise stated, references to clauses of this Agreement.
- 1.3 Words importing the singular include the plural and vice versa. References to entities or “person” or “party” include individuals and incorporated and unincorporated bodies and associations.
- 1.4 References to “include” or “in particular” (or similar) are to be construed as being inclusive and without limitation.
- 1.5 Headings are for convenience only and do not affect the interpretation of this Agreement.
- 1.6 References to “days” means calendar days unless otherwise specified. References to “business days” means any days on which banks are open for business in both Zurich, Switzerland and Rio de Janeiro, Brazil.

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SECTION 2
APPOINTMENT OF THE HOST CITY

2. APPOINTMENT

- 2.1 **Selection Process:** By entering into this Agreement, the Host City agrees that it shall take part in the process whereby FIFA and the LOC shall select host cities for the Competition, and that should FIFA and the LOC appoint the Host City as a host city of the Competition, the Host City shall accept such appointment.
- 2.2 **Opportunities:** Upon the Host City's appointment as a host city of the Competition, FIFA shall afford to the Host City, for the Term, in accordance with the terms and conditions herein, the opportunities set out in Section 3 and elsewhere in this Agreement.
- 2.3 **Reservation of Rights:** All rights and opportunities not expressly granted to Host City under this Agreement are reserved by FIFA and/or the LOC (as applicable).
- 2.4 **FIFA Confederations Cup 2013:** In the event that the Host City is appointed as a host city with regard to the FIFA Confederations Cup 2013, the Host City agrees that it shall enter into a separate Host City agreement on terms substantially similar to those contained herein in order to be afforded certain opportunities and assume certain obligations with regards to the FIFA Confederations Cup 2013.

3. CO-OPERATION AND COMMUNICATION

- 3.1 **Co-operation:** The Host City acknowledges that the obligations set out herein are in accordance with the requirements of FIFA imposed on the LOC. The Host City undertakes to execute all such obligations and/or otherwise co-operate and co-ordinate its activities with all parties (including but not limited to the LOC) who shall assist the Host City in meeting its obligations. To the extent necessary, the Host City shall execute such further agreements as may be necessary to ensure the successful hosting of the Competition with any third parties as aforesaid.
- 3.2 **Communication with FIFA:** The Host City shall communicate directly with FIFA in relation to all matters relating to this Agreement, unless directed by FIFA otherwise.

4. EVOLUTION OF THIS AGREEMENT AND GUIDELINES

- 4.1 The LOC and the Host City recognise that while the contents of the guidelines and other directions which are contained in this Agreement represent the current position of FIFA on such matters, FIFA's requirements may evolve or change, whether or not for reasons which may be beyond the control of the Parties. The LOC and the Host City hereby accept that FIFA is, therefore, entitled to amend, delete or supplement the terms of any guidelines and other directions contained herein and to add FIFA requirements at any time at its sole discretion. The LOC and the Host City shall adapt to, and comply with, any such amendments, deletions, supplementations and additions. Should, however, any such amendment, deletion, supplementation or addition result in a material adverse effect on the financial situation of the LOC and the Host City, the LOC and the Host City shall within thirty (30) days of receipt of the respective FIFA guidelines and other directions notify FIFA in writing demonstrating such material adverse effect. FIFA and the LOC shall then jointly and in good faith address such material adverse effect and discuss potential solutions satisfactory to the Parties.

SECTION 3
HOST CITY OPPORTUNITIES

5. **HOST CITY DISPLAY AREA**

5.1 **Display Areas:** FIFA shall afford to the Host City the opportunity to receive:

- (a) one (1) 25 to 50m² area (the exact size will depend on the space available), located within the Stadium (or within the Exclusion Zone, if sufficient space is not found within the Stadium); and
- (b) an area located at the Final Draw venue (the size of such area to be determined once the venue for the Final Draw has been chosen);

for the purposes of the promotion of the Host City.

5.2 **Guidelines:** The Host City shall comply with the "Host City Display Guidelines" to be issued by FIFA.

6. **BOARD EXPOSURE**

6.1 **Signage:** At each Match staged in the Host City, FIFA shall provide signage board exposure carrying the name of the Host City. FIFA will adopt a rotational signage system and/or second-tier signage with the Host City signage to be incorporated therein in a manner to be determined by FIFA.

6.2 **Content and Look:** The Host City shall inform FIFA of the language/dialect in which it wishes the Host City name to appear on the boards. This preference shall be subject to FIFA's approval, not to be unreasonably withheld. For the avoidance of doubt, FIFA shall define, at its discretion, the look of the board (including, by way of example, the font used and the size of the board) in order to maintain consistency with the other boards around the Stadium.

7. **OFFICIAL FIFA WEBSITE**

7.1 **FIFA.com:** FIFA.com (the "Website") shall be the only official Competition website, shall be owned and operated by FIFA and shall feature a "Destination Brazil" section available under the URL www.FIFA.com. The Host City shall cooperate with FIFA in the creation of the "Destination Brazil" section of the Website, for example, by providing information and copyright free material to promote Host City facilities and attractions free of charge.

7.2 **Host City Website:** The Host City shall be entitled to promote its association with the Competition on its own Host City website, by creating a section dedicated to the Competition, subject to the conditions set out below:

- (a) The Host City shall not be entitled to make any commercial identifications in the Competition section of the Host City website;
- (b) The Competition section of the Host City website shall be made available under a URL selected in accordance with the FIFA Website Guidelines, to be issued by FIFA;
- (c) All references to the Website in the Competition section of the Host City website shall be in accordance with the FIFA Website Guidelines;
- (d) The official logo of the Website shall be featured on each and every page of the Competition section of the Host City website in accordance with the FIFA Website Guidelines;

- (e) The Host City shall integrate a link to the Competition section of the Website in the Competition section of the Host City website in accordance with the FIFA Website Guidelines; and
 - (f) The Host City shall not provide any Competition/football coverage in the Competition section of its website (other than syndicated content from the Website).
- 7.2 Link: The Website shall, at a time to be decided by FIFA, include the link to the official Host City website on relevant pages of "Destination Brazil" in accordance with the FIFA Website Guidelines.

8. PREMIUMS

The Host City shall have the opportunity to use Premiums subject to and in accordance with the applicable "Premium Guidelines" to be issued by FIFA.

9. HOST CITY POSTER

- 9.1 Creation of Poster: FIFA shall afford to the Host City the opportunity to create and use its own official Host City Competition-related poster (the "Poster"), which shall incorporate the Composite Logo in accordance with the FIFA Host City Poster Guidelines (such guidelines, to include, for example, the standard design frame to be used by all Competition host cities). The content and appearance of the Poster will be subject to FIFA's prior review and written approval.
- 9.2 Use of Poster: The Host City shall be entitled to use the Poster for promotional purposes only. For the avoidance of doubt, the Host City shall not be entitled to sell the Poster or exercise any other commercial right in relation to the Poster. All commercial rights associated with the Poster shall remain vested in FIFA.
- 9.3 Intellectual Property: The Host City agrees to assign, or to ensure that the artist appointed by the Host City assigns, with full title guarantee to FIFA absolutely (including, where applicable, by way of present assignment of future rights), all present and future intellectual property rights, including but not limited to copyrights, and other proprietary rights for the full term, including any renewals or extensions of such rights throughout the world in respect of the Poster.
- 9.4 Further Assignment: To the extent that this Agreement does not operate as the legal assignment of the Poster envisaged in Clause 9.3 above, the Host City and FIFA agree to enter into a formal copyright assignment agreement as soon as possible after completion by the Host City of the Poster, which will fully assign to FIFA the Poster as contemplated by this Agreement. To the extent that the law of any country does not permit or restricts the scope or enforceability of any such assignment, then this Agreement and the copyright assignment agreement shall operate to give FIFA all such exclusive rights and such copyrights, design rights and other proprietary rights as are permissible under such law.
- 9.5 Moral Rights: The Host City hereby irrevocably waives (and shall ensure that any artist appointed by the Host City irrevocably waives) in favour of FIFA, to the fullest extent permitted by any applicable laws, all moral rights and other rights of a similar nature which the Host City (or any artist) may have at any time in and/or to the Posters.

10. HOST CITY LEAFLET

The Host City shall be entitled to publish and distribute free of charge a Host City promotional leaflet ("Leaflet") in accordance with the FIFA Publication Guidelines, including the following conditions:

- (a) The Leaflet shall be a maximum of four (4) to six (6) pages.
- (b) The Leaflet shall be free of any advertising.
- (c) The Leaflet shall constitute Advertising Material, as defined in Clause 12.5 below.

11. FIFA WORLD CUP TROPHY TOUR

- 11.1 Purpose of Tour: FIFA may conduct a global FIFA World Cup Trophy Tour, to be staged prior to the Competition, with a duration of between two (2) to five (5) months. It is intended that the FIFA World Cup Trophy Tour visits all six (6) FIFA continental confederations, finishing in Brazil prior to the Competition. The centrepiece of the FIFA World Cup Trophy Tour will be the FIFA World Cup trophy. It is intended that the FIFA World Cup Trophy Tour will be a platform to raise the awareness of the public of FIFA and the Competition.
- 11.2 Hosting of Leg: The Host City may be given the opportunity (which it shall be obliged to accept) to host a leg of the FIFA World Cup Trophy Tour. The Guidelines for the FIFA World Cup Trophy Tour shall be released by FIFA at a later date.

12. USE OF THE COMPETITION MARKS

- 12.1 Creation of Composite Logo: The Host City shall have the opportunity to create its own Composite Logo, the form of such Composite Logo to be subject to specific graphic guidelines to be provided by FIFA at a later date, and to FIFA's approval. The Host City shall be entitled to sue the Composite Logo to promote its role in hosting the Competition.
- 12.2 Use of Composite Logo: The Host City shall be entitled to use the Composite Logo on Premiums and on Advertising Material (as defined in Clause 12.5 below). The Host City acknowledges that each and every use of the Composite Logo requires FIFA's prior written approval.
- 12.3 Use of Competition Marks: The Host City shall be entitled to use the Competition Marks in the Host City Decoration Programme (as defined in Clause 15). The Host City acknowledges that each and every use of the Competition Marks requires FIFA's prior written approval. For the avoidance of doubt, the Host City shall not be entitled to use the Competition Marks for any other purpose.
- 12.4 Approvals: The Host City agrees to submit to FIFA for such approval representative samples of each proposed use of the Composite Logo, whether on Premiums or in Advertising Material, or of the Competition Marks in connection with the Host City Decoration Programme (as defined in Clause 15), at least forty (40) days prior to production. FIFA agrees that it shall not unreasonably withhold or delay its approval and, in the absence of disapproval thereof within ten (10) days of receipt of such samples, the Host City may issue a written reminder to FIFA of its request. In the absence of approval of the request by FIFA following a further five (5) days from receipt by FIFA of such written reminder, such proposed use of the Competition Marks or Composite Logo will be deemed disapproved by FIFA.
- 12.5 Advertising Material: The Host City agrees to submit to FIFA for its prior written approval representative samples of the advertising, promotional or other display material to be used by the Host City in connection with the Composite Logo to promote its role in relation to the Competition, (the "Advertising Material") at least forty (40) days prior to

their release. FIFA will not unreasonably withhold or delay its approval and in the absence of disapproval thereof within ten (10) days of receipt of such samples, the Host City may issue a written reminder to FIFA of its request. In the absence of disapproval of the request by FIFA following a further five (5) days from receipt by FIFA of such written reminder, such Advertising Material will be deemed approved by FIFA.

- 12.6 **Ownership of Marks:** The Host City acknowledges that FIFA is the owner of the Competition Marks and that all rights and goodwill in and in relation to the Competition Marks will remain vested in FIFA both during and after the Term of this Agreement. The Host City agrees not to challenge FIFA's ownership of the Competition Marks. Any and all goodwill arising from the use by the Host City of the Competition Marks will inure to the benefit of FIFA.
- 12.7 **No Claim:** The Host City acknowledges that it does not, by virtue of this Agreement, obtain, or become entitled to claim, any right, title or interest in or to the Competition Marks except the rights of use specifically granted under this Agreement. The Host City will not grant, or purport to grant, any right or licence to use the Competition Marks or the Composite Logo to any third party.
- 12.8 **Notices:** Any use of the Competition Marks or of the Composite Logo by the Host City shall include the appropriate copyright notices and/or trade mark legend(s), as instructed by FIFA in writing.
- 12.9 **No Competing Marks:** Except as expressly outlined in this Agreement, the Host City shall not adopt, create, or begin to use:
- (a) any registered or unregistered trademarks owned or used by FIFA, (in any language); or
 - (b) any term which is confusingly similar to, is an imitation of, or is a derivation of, or which unfairly competes with, such trademarks. In particular, the Host City undertakes to refrain from the development, use or registration of, any name, logo, trade mark, indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation which may be inferred by the public as identifying with FIFA, any FIFA competition, or the LOC, including the words "World Cup", "Mundial", "FIFA", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" (or any other term used in any language to identify the FIFA World Cup or any other FIFA competition), or the development, use or registration of any dates in connection with the name of the host country, venue or host city of any FIFA competition, terms such as "Host City 2014", or any similar indicia or derivation of such terms or dates in any language.
- 12.10 **No Opposition:** The Host City hereby undertakes not to oppose any of the trade mark or copyright applications filed by FIFA or its affiliates, nominees or licensees in respect of the Competition Marks or FIFA Brand Marks. The Host City will not in any way challenge, or apply for any copyright, trade mark, or patent protection, or domain name registration (whether in respect of, or in relation to, the Competition Marks or FIFA Brand Marks or otherwise) which would adversely affect, the relevant owner's proprietary interests in the Competition Marks or FIFA Brand Marks, or assist any other person to do so.
- 12.11 **No Third Party Association:** The Host City shall not have any trade name, logo or any other mark denoting or identifying any third party or any third party's product or service affixed to any Advertising Material or Premiums (except as may be required by applicable regulations, in which case the size of such identification shall not exceed what is strictly necessary to comply with such applicable regulations).
- 12.12 **Education:** The Host City undertakes and agrees to ensure that any and all members of its staff who are involved in the use or proposed use of any Composite Logo on Advertising Material and/or Premiums or of Competition Marks in relation to the Host City Decoration

Programme (as defined in Clause 15) are made aware of the fact that it is imperative that Host City obtains FIFA's prior written approval of the use of any Composite Logo on Advertising Material and/or Premiums or of Competition Marks in relation to the Host City Decoration Programme (as defined in Clause 15).

- 12.13 Further Assistance: The Host City will provide FIFA, at FIFA's cost, with any assistance FIFA may reasonably request (including executing documents) for the purpose of protecting the Competition Marks and any Composite Logo.
- 12.14 Guidelines: The Host City agrees to comply with the relevant FIFA guidelines concerning the use by the Host City of the Competition Marks and the Composite Logo on and in relation to any internet website or mobile information service.
- 12.15 No Use of Bid Marks: The Host City agrees not to use any marks or logos used by the LOC in its bid campaign.

13. MUSIC

The Host City shall be entitled to use for non-commercial purposes approved by FIFA, a simple extract or jingle should one be developed for the Competition (the "Music Extract"). FIFA shall not charge the Host City any licence fee in respect of the use of the Music Extract, but the Host City acknowledges that it may be required to pay customary third party fees related to such use, including, without limitation, any synchronisation fees, performance fees or fees charged by copyright collection agencies.

14. PUBLIC VIEWING EVENTS

In the event that FIFA wishes public viewing events (being events authorised by FIFA at which moving image coverage of Matches may be viewed by the public on giant screens) to be conducted in the Host City in relation to the Competition (other than at the official FIFA World Cup Fan Parks described in Clause 26), the Host City may organise such public viewing events subject to the Host City Event Guidelines described in Clause 16.2. The costs relating to the infrastructure, management and operation of the public viewing events shall be borne by the Host City. The Host City shall further ensure that it has adopted the necessary security measures for any public viewing event.

15. HOST CITY DECORATION PROGRAMME

- 15.1 Development of Programme: FIFA and the LOC shall develop a comprehensive programme whereby key locations throughout the Host City (including the official protocol routes from and to the stadium, the airport, the main train station and the official FIFA hotels) shall feature decorations incorporating the Competition Marks (the "Host City Decoration Programme") celebrating the Host City's association with the Competition. The Host City shall make available (or ensure the availability of), free of charge, the necessary spaces within the Host City (such as lampposts, banners, billboards, building facades, bridges and public transportation means) for the implementation of the Host City Decoration Programme.
- 15.2 Schedule: The Host City Decoration Programme shall be implemented in accordance with a schedule to be determined by FIFA.
- 15.3 Space Plan: The Host City will submit a formal plan outlining the spaces to be made available for the Host City Decoration Programme for FIFA's review and approval at a time to be determined by FIFA.



- 15.4 Design and Production: FIFA and the LOC shall be solely responsible for the design and production of the material implementing the Host City Decoration Programme, which may feature the Competition Marks, the Composite Logo and/or identification of Commercial Affiliates.
- 15.5 Installation, Maintenance and Removal: The Host City shall be solely responsible for the installation, maintenance and removal of the material implementing the Host City Decoration Programme as well as all permits necessary for such implementation.
- 15.6 Gateway Signage: Within twelve (12) months of the appointment of the Host City, the Host City shall, as directed by FIFA, place signage at key gateway points (such as airports, train and bus stations and the town hall) identifying the Host City as a host city of the Competition.

16. HOST CITY EVENTS

- 16.1 Programme: The Host City shall develop a programme of Host City Events for the period leading up to and during the Competition. At the LOC's request, the Host City shall provide assistance to the LOC in the organisation and execution of any LOC events to be staged by the LOC in the city. Where the Host City provides such assistance or organises a programme of events, the Host City shall ensure that no commercial rights are granted to third parties other than to the FIFA Commercial Affiliates.
- 16.2 Host City Event Guidelines: FIFA shall provide the LOC and the Host City with the "FIFA Host City Event Guidelines", and which will contain relevant sponsorship, catering, marketing, merchandising and organisational rules for the staging of the Host City Events.
- 16.3 Prior Approval: Unless otherwise specified in this Agreement, all Host City Events require FIFA's prior approval.

17. PUBLIC RELATIONS

- 17.1 Promotion of the Competition: The Host City has the opportunity and the obligation to promote the Competition in accordance with FIFA's public relations strategy and plan for the Competition.
- 17.2 PR Plan: By no later than one (1) year after its appointment, the Host City shall submit to the LOC and FIFA for their approval a public relations plan for the Competition.
- 17.3 No Third Party Involvement: Third parties other than the Commercial Affiliates may not be involved in such promotional activities.
- 17.4 Prior Approval: The Host City shall ensure that it obtains FIFA's prior written approval before making any public announcement regarding FIFA and/or the Competition. The Host City will consult FIFA and the LOC before issuing any press releases or making any public announcements with respect to the execution and fulfilment of the Agreement and shall not issue any such press releases or make any such public announcements without FIFA's and the LOC's prior written approval.
- 17.5 Commercial Affiliate Recognition: The Host City shall ensure that the Commercial Affiliates are given appropriate recognition at Competition-related events, and in all Competition-related documentation produced by the Host City, including the use of the FIFA-approved Commercial Affiliate logo strip in its communications.

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SECTION 4
HOST CITY OBLIGATIONS

18. LOC OFFICE FACILITIES

- 18.1 **LOC Facilities:** The Host City shall provide the LOC, free of charge, with reasonable office space together with, upon request, office equipment (including, without limitation, telephone lines, internet connectivity and communications equipment) as may be necessary for the performance and exercise of its rights and duties in relation to the Competition within the Host City. The LOC shall notify the Host City of its space and location and timing requirements prior to the selection of the relevant office space.
- 18.2 **Use of Commercial Affiliates Products:** To the extent that office equipment (including food and beverage dispensing equipment) to be supplied by the Host City to the LOC, upon FIFA's request, falls within the product category of any of the Commercial Affiliates, the Host City shall use reasonable efforts to procure all such products from the relevant Commercial Affiliates
- 18.3 **Utilities:** The LOC will be responsible for the costs relating to the consumption of electricity and telephone/communications connections.

19. STADIUMS AND TRAINING GROUNDS

- 19.1 **Assistance:** The Host City shall co-operate fully with, and assist, FIFA and the LOC in their selection of (i) the Stadiums to be used in the Host City for the Competition, and (ii) the official training grounds to be located in the Host City, to be used for participating national team training for the duration of the Competition. The Host City shall respect the selection of, and contracts relating to, the appointment of Stadium and training grounds in the Host City. The Host City further undertakes to co-operate fully with, and assist, the LOC in the provision of all infrastructure requirements to the Stadium and within the Host City in order to facilitate the use and operation of the Stadium and any training grounds for the Competition.
- 19.2 **Stadium Names:** The Host City agrees not to refer, during the Term of this Agreement, to any Stadium selected to host any Match, or to any selected training grounds, by any name which includes the name and/or logo of any third party, unless otherwise approved by FIFA. All Competition related communications issued by the Host City shall refer to the Stadium or to the training ground by its official Competition-specific designation, as notified to it by FIFA.

20. REPORTING

On 1 March and on 1 September in each calendar year during the Term (or more frequently if requested), the Host City shall submit to FIFA and the LOC written progress reports describing the complete status of its plans and activities relating to this Agreement. In addition, the Host City shall immediately inform the LOC and FIFA of any difficulties in connection with complying with its obligations under this Agreement.

21. SAFETY AND SECURITY

The Host City undertakes to adopt all measures, including passing the necessary municipal ordinances and by-laws, to fully implement the safety and security

arrangements relating to the Competition, and to provide any assistance requested of it by the Brazilian authorities.

22. TRANSPORTATION AND AIRPORT CURFEW

22.1 Transportation Management: The Host City shall cooperate fully with the relevant authorities to develop and implement a transportation management plan during the Competition. The Host City undertakes to adopt all measures, including passing the necessary municipal ordinances and by-laws, to fully implement any such transportation and management plan, and to provide any assistance requested of it by FIFA, the LOC and/or the Brazilian authorities. This may include the provision of special traffic access lanes for key LOC and FIFA representatives and for the participating teams and officials.

22.2 Road Closure: The Host City shall, upon FIFA and/or the LOC's reasonable request, at any time during the period of the Competition, shut down public access to any roads within the Host City.

22.3 Buses and Trains: The Host City shall, to the extent that it is empowered to do so, ensure that local and national buses and trains connecting into the Host City and/or operating within the Host City itself:

- (a) are fully operational on each and every Match day in the Host City; and
- (b) continue to operate for a period of at least four (4) hours after the end of each Match taking place in the Host City.

22.4 Airports: The Host City shall ensure that:

- (a) the Host City airport(s) is open for late night and early morning flight arrivals and departures to accommodate Match kick-off and conclusion times in the Host City and the requirement to enable spectators to fly in and out of the Host City with maximum flexibility; and
- (b) that airline operators shall not be required to pay any premium airport taxes, charges, or penalty fees for flying in or out of the Host City airport(s) before or after customary airport closure times,

for the entire duration of the Competition.

23. ENVIRONMENTAL PROTECTION

The Host City undertakes to carry out its obligations and activities under this Agreement in a manner which embraces the concept of sustainable development, that complies with applicable environmental legislation and serves to promote the protection of the environment. In particular, the concept of sustainable development shall include concerns for post-Competition use of Stadia and other facilities and infrastructure.

24. COMMERCIAL DISPLAY

Where insufficient space is found inside the Stadium for the Commercial Affiliates' dedicated display area (the "Commercial Display Area"), the Host City shall provide free of charge an area of 2500 sq. m. 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.

25. EXCLUSION ZONE

- 25.1 No Activities on Match Days: The Host City shall ensure that any entity which usually operates commercial or non-commercial activities within the Exclusion Zone refrains from the operation of the relevant facilities on Match days, unless agreed in advance by FIFA in writing, and that no permits or licences for commercial or non-commercial activities of any kind will be granted by the Host City for use within the Exclusion Zone on Match days, unless approved in advance by FIFA in writing.
- 25.2 Covering of Advertising: FIFA and the LOC shall be authorised, to the extent permitted by applicable laws and regulations, by the Host City to cover any and all commercial signage and advertising in the Exclusion Zone.
- 25.3 Guidelines: The Host City will comply with the "FIFA Stadium Exclusion Zone Guidelines" to be issued by FIFA.
26. **OFFICIAL FIFA WORLD CUP FAN PARK**
- 26.1 Location: The Host City shall provide FIFA, free of charge and in accordance with FIFA's requirements, with a suitable location at or near the centre of the Host City which is easily accessible by public transportation, for the establishment and operation by FIFA, or by a third party appointed by FIFA, of an official FIFA World Cup fan park for the period commencing at least six (6) days prior to the first match of the Competition and ending three (3) days after the last match of the Competition.
- 26.2 Further Requirements: The Host City shall further ensure that :
- (a) the necessary security (including security personnel) for the official FIFA World Cup fan park is provided at no expense to the LOC or FIFA;
 - (b) the official FIFA World Cup fan park area is securely fenced, such fencing to provide for entrance control gates;
 - (c) the official FIFA World Cup fan park area is free and clear of any third party advertising to a standard acceptable to FIFA;
 - (d) it provides FIFA with all necessary assistance to (i) obtain the permits, licences and/or clearances required to run the FIFA fan park(s), and (ii) negotiate with relevant administrators for specific matters relating to the successful running of the FIFA fan park(s) (including, by way of example, matters relating to noise regulation and music royalty payments); and
 - (e) the official FIFA World Cup fan park location complies with the FIFA Fan Park On-site Guidelines, to be issued by FIFA.
27. **FIFA PARTNER CLUB**
- The Host City shall make available to FIFA, in accordance with FIFA's requirements, a suitable site in the Host City, at a fair market price, for the "FIFA Partner Club", as a VIP hospitality venue to cater for up to 200 guests. The site should be conveniently located in a suitable downtown / entertainment district in the Host City.
28. **SUPPORT OF RIGHTS PROTECTION PROGRAMME**
- 28.1 Purpose of Programme: FIFA intends to develop, in collaboration with the LOC and the competent national and regional governmental authorities, a strategic rights protection plan for combating Ambush Marketing activities (the "Rights Protection Programme").
- 28.2 Assistance: The Host City shall:

- (a) provide FIFA and the LOC with all assistance requested to protect the Marketing Rights, Media Rights and all other intellectual property rights relating to the Competition (including in respect of counterfeit merchandise);
- (b) appoint full time competent staff to assist FIFA and the LOC in the implementation of the Rights Protection Programme, and to be primarily responsible for the co-ordination of all communications with FIFA and the LOC. Immediately following the appointment of such staff, the Host City shall notify FIFA and the LOC of their identities, a description of their roles and responsibilities and a description of their internal reporting lines. The staff referred to above shall, inter alia, regularly inspect key routes to the Sites and signage in the Host City for the period commencing six (6) months prior to the Competition until the final Match, and to report their findings to FIFA and the LOC on a monthly basis;
- (c) provide FIFA and the LOC with a detailed written summary of local Host City laws, regulations and ordinances relating to advertising and street vending no later than six (6) months after the appointment of the Host City;
- (d) enact, upon FIFA's instructions and in full co-operation with FIFA and the LOC, appropriate municipal by-laws and/or ordinances and/or regulations which may be required, inter alia, to support national governmental legislation prohibiting any act of Ambush Marketing and/or any unauthorised use of the Competition Marks, including, without limitation, by-laws and/or ordinances and/or regulations which permit FIFA's authorised representatives to immediately confiscate any materials and/or halt any activities which constitute an act of Ambush Marketing or which infringe upon the Competition Marks. Such municipal by-laws or ordinances shall be enacted no later than nine (9) months after the selection of the Host City by FIFA;
- (e) ensure that an appropriate number of officers from the Host City's police, customs, trading standards and advertising standards departments are made available to FIFA and/or the LOC for suitable training substantially in advance of the Competition to enable them to become familiarised with the objectives of the Rights Protection Programme and their role in the implementation of the Rights Protection Programme;
- (f) following the conclusion of the training referred to above, the Host City shall put all such officers at FIFA's and the LOC's disposal for the benefit of the Rights Protection Programme during the period commencing two (2) weeks prior to the Competition until the final Match; and
- (g) establish a special toll-free telephone number for the public to report illegal use of Competition Marks, including on counterfeit merchandise.

28.3 No Association: The Host City shall not grant or purport to grant any right which would imply, directly or indirectly, an association with the Competition or conflict or infringe upon any of the Marketing Rights or the Media Rights or the rights of the teams participating in the Competition. In particular, the Host City agrees that it shall contractually require each provider of services to the Host City to refrain from making public statements, whether factual or otherwise, and whether or not intended to create an association with the Competition, in relation to the provision of such services. All parties contracting with or providing services to the Host City in connection with the Competition must agree to the following contractual provisions:

"The contracting party agrees that neither it nor its affiliates, agents, representatives, employees, external advisors, suppliers or subcontractors shall publicly disclose or publicise in any manner the nature of its transaction with or services provided to the Host City, including, without limitation:

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- (i) by referring to the transaction or the services, the Host City, the LOC, Fédération Internationale de Football Association ("FIFA") or the Competition, in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials or websites;
- (ii) by using or allowing the use of the trademark "2014 FIFA World Cup™" or any other service mark, trademark, copyright or trade name now or which may hereafter be associated with or owned or licensed by the Host City, the LOC, the Competition, or FIFA in connection with any service or product; or
- (iii) by otherwise disclosing their affiliation with the Host City or the Competition,

unless an officer of the Host City after having obtained the prior written approval of FIFA and the LOC specifically agrees in writing to such disclosure or publication prior to the disclosure or publication".

In the event that any Host City service provider makes any such unauthorised public statements, the Host City shall immediately adopt all measures required of it by FIFA to ensure that such statements are withdrawn and no longer disseminated.

- 28.4 **No Competition-related Commercial Activity:** The Host City shall refrain from engaging in any marketing, promotional or other commercial activity (other than expressly permitted under this Agreement), and shall ensure that none of its commercial partners engage in any unauthorised marketing, promotional or other commercial activity in relation to the Competition (or which could be seen as being associated with the Competition).
- 28.5 **Airspace:** The Host City shall ensure that the airspace over the Host City during the Competition shall be free and clear of all commercial signage and/or advertising. In particular, the Host City shall co-operate with the Civil Aviation Authority to ensure the implementation of the appropriate regulations and/or ordinances prohibiting any and all airborne forms of advertising or signage
- 28.6 **No Ambush:** The Host City shall ensure that it does not grant any permissions or licences to any entity or person wishing to undertake any advertising which would constitute Ambush Marketing activities.
- 28.7: **Guidance:** The Host City shall appoint and make available to FIFA the full time support of a licensing officer for a period commencing one month prior to the Competition until the conclusion of the Competition. Such licensing officer shall provide FIFA with all relevant advice and guidance with regard to the issuance of licences for commercial activities in the Host City.

29. RETAIL OPENING HOURS

The Host City shall ensure that all bars, restaurants and shops situated within the Host City (excluding for the avoidance of doubt, within the Stadium and Exclusion Zone) are granted (a) licences for late night opening on each Match day; and (b) that if a Match is played on a restricted trading day, such bar, restaurant or shop is granted a licence to trade or operate on such day.

30. REGULATION OF ENTERTAINMENT

The Host City shall ensure that:

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- (a) no other substantial sporting event, other than the Competition, is staged in the city for a period starting seven (7) days prior to the commencement of the Competition and ending seven (7) days after the end of the Competition;
- (b) it shall devote no greater resources to the promotion of another substantial sporting event staged in the city around the period of the Competition than it does to the promotion of the Competition; and
- (c) no other substantial cultural events (such as music concerts) which draw together large numbers of people, other than concerts or FIFA-approved cultural events organised in connection with the Competition shall be organised or staged within a period commencing one (1) day prior to a Match day in the city and ending one (1) day after a Match day in the city.

31. CITY SERVICES

The Host City shall ensure that it has sufficient redundant back-up power grids to deal with any power failure at the Stadium and elsewhere in the Host City which may arise during a Match, and that appropriate power management systems are in place; and that (i) on-call road and traffic light maintenance, and (ii) Host City cleaning services and staff are operational at all times during a period starting one (1) day before each Match in the Host City, and ending one (1) day after such Match. The Host City shall provide such services, as requested by FIFA, free of charge.

32. CITY BEAUTIFICATION

The Host City shall ensure that it makes best efforts to render the Host City as attractive as possible to the members of the public and visiting football fans, by, for example, and without limitation, obstructing the view to major construction sites which are visible to the public and are close to the Host City's major transport hubs, entertainment areas and the Stadium(s) in the Host City. The Host City shall not authorise or grant any permits for any private or public construction works to be undertaken within the Host City for the entire duration of the Competition. For the avoidance of doubt, any construction which is in progress at the start of the Competition shall be temporarily suspended for the period of the Competition.

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SECTION 5
GENERAL MATTERS

33 REPRESENTATIONS & WARRANTIES

- 33.1 Host City Agreements: The Host City represents and warrants that it has not concluded, and will not conclude, any agreement with any entity which would restrict or prohibit the LOC, FIFA and/or the Commercial Affiliates, FIFA's service providers and/or other commercial rights holders from exercising their rights in relation to the Competition.
- 33.2 Authority: The Host City hereby represents and warrants that it has taken all corporate and/or other steps necessary and has the full right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder.
- 33.3 No Conflict: The Host City hereby represents and warrants that the execution, delivery and performance of this Agreement shall not conflict with or constitute a breach of or default under any commitment, agreement or instrument to which the Host City is a party or by which it is bound.
- 33.4 General Representations & Warranties: The Host City represents, warrants and undertakes as follows:
- (i) that it is not aware of any impediment or restriction which does or might impair or restrict the performance of its obligations under this Agreement;
 - (ii) that it will perform all its obligations hereunder in full compliance with the terms of this Agreement and by applying the highest standard of care;
 - (iii) the conclusion and performance of this Agreement have been duly authorised by all necessary corporate actions of the Host City, and do not contravene the certificate of incorporation, or the by-laws of Host City;
 - (iv) there are no actions, suits or proceedings pending or, to the best knowledge of the Host City, threatened against the Host City before any court, tribunal or governmental body, agency, authority or other instrumentality which might substantially and adversely affect the financial condition of the Host City or its ability to perform its obligations under this Agreement; and
 - (v) this Agreement is valid and legally enforceable against the Host City in accordance with its terms.
- 33.5 Term: This Agreement commences on the date of its execution by the LOC and FIFA and will expire on 31 December 2014, unless previously terminated in accordance with the provisions of Clause 33.6 below.
- 33.6 Termination: This Agreement shall be automatically terminated with immediate effect if (i) the Host City is not selected as a host city for the Competition, or (ii) the Host City becomes bankrupt or (iii) upon the commencement or opening of any formal proceedings undertaken for the express purposes of the liquidation, winding-up, dissolution and/or removal from the corporate register of any party to this Agreement.

FIFA shall have the right to immediately terminate this Agreement and withdraw the Matches from the Stadium:

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- (i) if the Host City violates any material term of this Agreement;
- (ii) in the event of an incident of force majeure, cancellation, postponement/advancing or boycott;
- (iii) if the Host City declares insolvency, enters into a composition agreement or ceases to carry out its business operations.

With respect to paragraph (i) above, FIFA shall provide the Host City with thirty (30) days' written notice and the opportunity to cure the violation if the violation occurs more than three (3) months prior to the first Match, or within ten (10) days notice and the opportunity to cure the situation if the violation occurs closer to the first Match. If the situation is not cured to FIFA's reasonable satisfaction within such cure period, FIFA shall have right to immediately terminate this Agreement.

In the event that (a) the Host City does not fully perform certain obligations under this Agreement which are considered by FIFA as not material and (b) the Host City has not remedied the situation within a reasonable cure period, FIFA and the LOC can decide, at their discretion, without prejudice to their rights and claims against the Host City under this Agreement, and without relieving the Host City from fulfilling such obligations, to perform or have performed certain obligations of the Host City under this Agreement at the expense of the Host City.

In the case of an early termination (for whatever reason) of this Agreement by FIFA or an automatic early termination (for whatever reason), the Host City shall:

- (i) not have any claims or rights to damages against FIFA or the LOC, and the Host City expressly waives all such rights;
- (ii) indemnify FIFA, the LOC and other concerned parties as outlined below;
- (ii) compensate FIFA for any further damage it may incur as a result of an early termination of this Agreement.

In the case of termination (for whatever reason) or expiration of this Agreement all rights granted to the Host City shall immediately cease and, where applicable, fully revert to FIFA at no cost to FIFA.

33.7 Force Majeure/Cancellation/Postponement: In case of force majeure, cancellation, postponement or boycott the following shall apply:

The failure or inability of either party to comply with the terms and conditions hereof because of an event of force majeure (including any act of god, strike, labour dispute, war or acts of war, fire, riot, earthquake, act of terrorists or other public enemies, action by governmental authorities, or for any similar reason not reasonably within the control of such party), shall not be deemed a breach of this Agreement.

In the event of a cancellation of the Competition by FIFA (the Competition thus being annulled without any replacement), FIFA has the right to terminate this Agreement.

In the event of a postponement or advancing of the Competition or any Ancillary Event, the obligations of the parties shall not terminate, provided that FIFA does not exercise its termination right outlined above. The Host City shall not receive any compensation and shall not assert any other claims or rights to damages against FIFA or the LOC.

33.8 No Partnership: Neither this Agreement nor the course of the dealing between the parties shall create a joint venture, partnership, agency or similar relationship between

FIFA, the LOC and the Host City. The Host City shall not act or purport to act as a partner or agency of FIFA or the LOC. This Agreement shall not be deemed to give the Host City general authority or power to act on behalf of FIFA or the LOC except to the extent expressly provided in this Agreement. The parties are in all respects independent contractors, and have separate financial interests under this Agreement.

- 33.9 Notices: All notices to be given under this Agreement shall be given in writing at the following addresses, unless notification of a change of address is given in writing. Any notice will be sent by facsimile and confirmed by registered or certified mail and will be effective upon receipt.

FIFA: FIFA-Strasse 20
Switzerland
Facsimile: +41 43 222 7878
Attention: Director of Competitions
Copy: Legal Director

LOC: 2014 FIFA WORLD CUP LOCAL ORGANISING
COMMITTEE BRAZIL
Rua Victor Civita, nº 66 - B1 - Edifício 5 (5º andar)
Condomínio Rio Office Park - Barra da Tijuca - CEP: 22.275-040
Rio de Janeiro - RJ - Brasil
Facsimile: 55 21 3535 9610
Attention : Mr. Ricardo Teixeira
Copy: Legal Director

HOST CITY: CITY OF RIO DE JANEIRO
RIO DE JANEIRO CITY HALL
Rua Afonso Cavalcanti, 455, 13º andar
Cidade Nova - CEP: 20.211-110
Rio de Janeiro - RJ - Brasil
Facsimile: 55 21 2273.9977
Attention: Mr. César Epitácio Maia
Copy: General Secretary

- 33.10 Transfer & Assignment: Unless otherwise expressly outlined in this Agreement, the Host City may not transfer and/or assign any of its rights or obligations under this Agreement without the prior written consent of FIFA and the LOC. FIFA and the LOC shall each be entitled to transfer and/or assign any of its rights or obligations under this Agreement, and to delegate the performance of its obligations hereunder, to any third party.

- 33.11 No Waiver: Any waiver by either party of a right arising out of this Agreement or any breach of this Agreement will not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this Agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this Agreement on one or more occasions will not be considered to be a waiver of, or deprive such party of the right to subsequently insist upon strict adherence to, that provision or any other provision of this Agreement.

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33.12 Confidentiality: The parties acknowledge that the contents, in particular the financial details, of, and any information disclosed pursuant to, this Agreement are confidential and agree to do all things necessary to preserve their confidentiality, except to the extent that:

- (i) disclosure is required by relevant laws or court orders;
- (ii) the contents are, or the information is, in the public domain (other than by reason of a breach of this Clause 33.12);
- (iii) disclosure is necessary within the Host City, LOC or FIFA group as part of such group's ordinary reporting or review procedure; or
- (iv) disclosure is made to the Host City's, the LOC's or FIFA's professional advisers or auditors who have a legitimate need to know such contents or information and who agree to be bound by the provisions of this Clause 33.12.

The parties shall further agree upon the timing, form and content of any public announcement in relation to this Agreement.

33.13 Entire Agreement: This Agreement is intended to be the sole and complete statement of the obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements, proposals and agreements relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties.

33.14 Governing Law: This Agreement is to be governed by, and interpreted in accordance with, the laws of Brazil, to the exclusion of any choice of law principles.

33.15 Arbitration: All disputes in connection with this Agreement, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties by negotiation. If no solution can be reached, any such dispute shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English.

33.16 Counterparts: This Agreement will be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute a single agreement.

33.17 Amendments: Any amendments to or changes of this Agreement, save for the regulations, directives and any other document issued by FIFA in accordance with the terms of this Agreement, shall be valid only if made in writing and signed by the Host City, FIFA and the LOC.

33.18 Indemnification: The Host City hereby waives any and all claims of liability against the LOC, FIFA and their officers, directors, members, agents or employees, for any loss or damage to the city whether or not such loss or damage may have been caused by or resulted from the negligence of the LOC, FIFA, 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 Host City is required to maintain pursuant to this Agreement. The Host City further indemnifies and holds harmless FIFA, the LOC

and the Commercial Affiliates, the Broadcasters, the Host Broadcaster and their respective officers, directors, members, employees, external advisors and agents from any and all obligations or liabilities, including, without limitation, any and all claims, losses, damage, injuries, liabilities, objections, demands, recoveries, deficiencies, costs and expenses which they may suffer or incur arising out of or in any way connected with this Agreement, or any acts or omissions of the Host City hereunder. The obligations of the Host City set forth in this clause survive the termination of this Agreement.

- 33.19 Limitation of Liability: The LOC and FIFA, their officers, agents, employees, licensees or sub-contractors shall not be liable to the Host City 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). Neither the LOC, nor FIFA, nor any of their officers, agents, employees, licences or contractual partner shall be liable to the Host City for any damages should a Match scheduled to take place at the Stadium not take place at the Stadium or otherwise not take place as scheduled.



IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorised representatives.

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

By: [Signature]

Name: Jérôme Valcke
Secretary General

Title: _____

By: [Signature]

Name: Markus Kattner
Deputy Secretary General

Title: _____

7 3 2011

2014 FIFA WORLD CUP LOCAL ORGANISING COMMITTEE BRAZIL

By: [Signature]

Name: Ricardo Teixeira

Title: Director of the 2014 FIFA World Cup Local Organising Committee Brazil

RIO DE JANEIRO CITY HALL

By: [Signature]

Name: César Epitácio Maia

Title: Mayor of Rio de Janeiro City

Witnesses:

Name: Wagner Azevedo Coe

Identity Number: 83630 OAB/RJ

National Taxpayer's registry: CO.085907

Signature: [Signature]
Director of Sports

By: _____

Name: _____

Title: _____



Name: Nathalia Canino de Figueiredo

Identity Number: 20258-941-2

National Taxpayer's registry: 120 100 177 30

Signature: [Signature]



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C Tabelionato de Notas do Rio de Janeiro
Cartório Notarial Barros
Rua do Amparo nº 1211 - Copacabana - Tel: (21) 2228-1212 - An. Dos Andradas, 19461 - Lapa G. - Tel: (21) 2434-9400

Reconheço por semelhança a firma de: WAGNER AZEVEDO COE

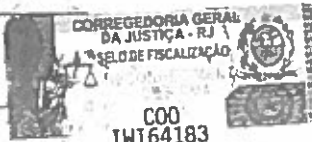
Cod: 02E39C25DF41

Rio de Janeiro, 11 de Outubro de 2007. Conf. por: _____

Em testemunho _____ da verdade.

JOSÉ CARLOS DE ANDRADE Escrevente Aut.

Serventia :
30% T.O.FUNDOS :
Total :



COO
IWI64183



CNPJ
Legal

First Amendment to the Host City Agreement

This Agreement is made on ^{7 March 2011} ~~February~~ 2008

among

**FEDERATION INTERNATIONALE
DE FOOTBALL ASSOCIATION (FIFA)
FIFA-Strasse 20
CH-8044 Zurich
Switzerland**

("FIFA"),

**COPA DO MUNDO FIFA 2014 -
COMITÊ ORGANIZADOR BRASILEIRO LTDA.
Avenida Luiz Carlos Prestes, nº 180, Sala 337
Barra da Tijuca - CEP: 22775-055
Rio de Janeiro - RJ
Brazil**

("LOC")

and

**CITY OF RIO DE JANEIRO
RIO DE JANEIRO CITY HALL
Rua Afonso Cavalcanti, 455, 13º andar
Cidade Nova - CEP: 20.211-110
Rio de Janeiro - RJ
Brazil**

(the "Host City")

**regarding participation in hosting the
final competition of the 2014 FIFA World Cup**

INTRODUCTION

- A. The Confederação Brasileira de Futebol ("CBF") was appointed on October 30, 2007 by FIFA to be the host of the 2014 FIFA World Cup (the "Competition") and the FIFA Confederations Cup 2013 in Brazil.
- B. During the bidding process, FIFA, the LOC and the Host City signed the Host City Agreement (the "Host City Agreement") regarding participation in hosting the Competition.
- C. According to Clause 4.1 of the Host City Agreement, the LOC and the Host City recognised that FIFA requirements concerning the Competition may evolve or change during the Term of the Host City Agreement.
- D. Therefore, in order to adapt the Host City Agreement to new FIFA requirements and to clarify the responsibility for the expenses regarding the hosting and staging of the Competition in the Host City, FIFA, the LOC and the Host City hereby enter into this First Amendment to the Host City Agreement (the "Amendment") under which the parties agree upon all rights and obligations contained herein and in the Host City Agreement attached as Schedule 1.
- E. Clause 2.4 of the Host City Agreement shall apply also to this First Amendment to the Host City Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

A. Changes to the Host City Agreement

- 1. The definition of "Competition Marks" shall be modified as follows:

"Competition Mark" means, individually or collectively as the case may be, (i) any Competition Logo, (ii) any Competition Mascot, (iii) the Competition trophy, (iv) any Host City Composite logo, (v) any official Competition Design, (vi) any official name of the Competition (in any language), and/or (vii) any other official designs, marks, brandings and logos of FIFA used in connection with the Competition."

- 2. Clause 3.2 of the Host City Agreement shall be modified as follows:

"3.2 Communication with FIFA: The Host City shall communicate directly with FIFA in relation to all matters relating to this Agreement, unless directed by FIFA otherwise.

The Host City shall appoint no later than 1 January 2010 a Host City manager who is responsible to coordinate all matters within the Host City in relation to the Competition. The Host City together with the Stadium management shall at the same time provide FIFA and the LOC with their staffing plans and organisation charts in relation to the Competition. The LOC will hire at a later stage a LOC venue manager and will establish a venue office. The Host City manager shall be an integral part of this office and shall then report to the LOC Venue Manager.

The Host City shall make available the Host City manager and all involved staff (as appropriate) to any FIFA and or LOC inspection. Such inspections will be announced by FIFA and the LOC with sufficient notice."

3. The following new Clause 4.2 shall be added in the Host City Agreement:

"4.2 The Host City undertakes to exercise the rights granted to the Host City under this Agreement in accordance with the terms of this Agreement and any applicable FIFA Guidelines in its valid form at such time, including the binding Host City Event Guidelines, Host City Marks Guidelines and Host City Marketing Guidelines to be timely issued by FIFA as well as any directives and instructions issued by FIFA and/or the LOC on the basis of this Agreement and the respective FIFA Guidelines."

4. The following new introductory paragraphs shall be added to Section 3 in the Host City Agreement before Clause 5:

"FIFA grants to the Host City, free of charge and on a non-exclusive basis, the following rights for the Term of this Agreement. Any costs for the use of these rights will be solely borne by the Host City, unless expressly stated otherwise.

The Host City shall be entitled, on a case-by-case basis and subject to the prior, written consent of FIFA and/or the LOC, to assign to its majority-owned entities and institutions the rights referred to in this Section 3 and granted to the Host City. The Host City acknowledges that it shall have no right to claim such consent from FIFA.

All rights and commercial exploitation opportunities in relation to the Competition not expressly granted to the Host City under this Agreement are reserved by FIFA and/or the LOC.

The Host City acknowledges that the scope of the legal protection of the rights referred to in this Section 3 and granted to the Host City remains entirely at the discretion, and within the sole responsibility of, FIFA. The Host City shall have no right to claim any rights protection measures in respect of these rights."

5. Clause 6.1 of the Host City Agreement shall be modified as follows:

"6.1 Signage: At each Match staged in the Host City, FIFA shall provide a pitch level advertising board exposure carrying the name of the Host City. FIFA may adopt a static advertising system or an electronic advertising board system. The manner in which the Host City name will be incorporated will be determined by FIFA. The dimensions of such advertising board exposure and its design will be determined by FIFA. The costs for such advertising board will be borne by FIFA.

6. Clause 7.1 of the Host City Agreement shall be modified as follows:

"7.1 FIFA.com: FIFA.com (the "Website") shall be the only official Competition website, shall be owned and operated by FIFA and shall feature a "Destination Brazil" section available under the URL www.FIFA.com. The Host City shall be entitled, at FIFA's costs, to be presented at the official FIFA website for the Competition in a manner solely determined by FIFA.

The Host City shall cooperate with FIFA in the creation of the "Destination Brazil" section of the Website, for example, by providing information and copyright free material to promote Host City facilities and attractions free of charge."

7. Clause 8 of the Host City Agreement shall be modified as follows:

"The Host City shall have the opportunity to use Premiums to promote its status as host city of the Competition subject to and in accordance with the applicable "Premium Guidelines" to be issued by FIFA."

8. Clause 9.2 of the Host City Agreement shall be modified as follows:

"9.2 Use of Poster: The Host City shall be entitled to use the Poster for promotional purposes only. For the avoidance of doubt, the Host City shall not be entitled to sell the Poster or exercise any other commercial right in relation to the Poster. All commercial rights associated with the Poster shall remain vested in FIFA. The Host City agrees and acknowledges that FIFA has the right to assign to any entity to which FIFA grants Marketing Rights or Media Rights its rights to use the Host City Poster, which are unrestricted in relation to territories and time. FIFA shall be entitled to exercise this right for an unlimited period of time and free of charge."

9. Clause 12.1 of the Host City Agreement shall be modified as follows:

"12.1 Creation of Composite Logo: The Host City shall have the opportunity to create its own Composite Logo, the form of such Composite Logo to be subject to specific graphic guidelines to be provided by FIFA at a later date, and subject to FIFA's approval. The Host City shall be entitled to use the Composite Logo to promote its role in hosting the Competition.

In the event that any rights accrue for the Host City or any third party directly or indirectly commissioned by the Host City as part of the creation of the Composite Logo, the Host City will ensure that any and all such rights in relation to the Host City-specific element of the Composite Logo, in particular any and all present or future intellectual property rights, including but not limited to copyrights, rights of usage and other proprietary rights are immediately and in perpetuity assigned, with full title guarantee, to FIFA throughout the world and without any restriction in relation to time, scope and territory for the full term, including any renewals or extensions of such rights. This assignment of rights must be concluded prior to the public launch or the use of the Composite Logo.

The Host City agrees and acknowledges that FIFA has the right to assign to any entity to which FIFA grants Marketing Rights or Media Rights its rights to use the Composite Logo, which are unrestricted in time and territories. FIFA shall be entitled to exercise this right for an unlimited period of time and free of charge."

10. Clause 12.3 of the Host City Agreement shall be modified as follows:

"12.3 Use of Competition Marks: The Host City shall be entitled to use the Competition Marks in the Host City Decoration Programme (as defined in Clause 15), in a manner solely determined by FIFA. The Host City acknowledges that each and every use of the Competition Marks in requires

FIFA's prior written approval. For the avoidance of doubt, the Host City shall not be entitled to use the Competition Marks for any other purpose."

11. Clause 12.9 of the Host City Agreement shall be modified as follows:

"12.9 No Competing Marks: Except as expressly outlined in this Agreement, the Host City shall not adopt, create, or begin to use:

- (a) any registered or unregistered trademarks owned or used by FIFA, (in any language); or
- (b) any term which is confusingly similar to, is an imitation of, or is a derivation of, or which unfairly competes with, such trademarks. In particular, the Host City undertakes to refrain from the development, use or registration of, any name, logo, trade mark, titles (in particular slogans), indicia, brand name, symbol, service mark or other mark (whether registered or unregistered) or designation in relation to the Competition, or which may be inferred by the public as identifying with FIFA, any FIFA competition, or the LOC, including the words "World Cup", "Mundial", "FIFA", "Coupe du Monde", "Copa do Mundo", "Copa del Mundo", "WM" or "Weltmeisterschaft" (or any other term used in any language to identify the FIFA World Cup or any other FIFA competition), or the development, use or registration of any dates in connection with the name of the host country, venue or host city of any FIFA competition, terms such as "Host City 2014", or any similar indicia or derivation of such terms or dates in any language."

12. The following new Clause 12.16 shall be added in the Host City Agreement:

"12.16 Official Designation: The Host City shall be entitled to use the official host city designation ("Designation") to promote its status as a host city of the Competition in a manner solely determined by FIFA. The Designation will be determined by FIFA and the LOC. The Host City shall not be entitled to amend or change, or use any other than, the official designation."

13. Clause 15.1 of the Host City Agreement shall be modified as follows:

"15.1 Development of Programme: FIFA and the LOC shall develop a comprehensive programme whereby key locations throughout the Host City (including the official protocol routes from and to the stadium, the airport, the main train station and the official FIFA hotels) shall feature decorations incorporating the Competition Marks and the marks or logos of the Commercial Affiliates as directed by FIFA (the "Host City Decoration Programme") celebrating the Host City's association with the Competition. The Host City shall make available (or ensure the availability of), free of charge, the necessary spaces within the Host City (such as lampposts, banners, billboards, building facades, outdoor media spaces, rotating boards, video walls, bridge railings, bridges and public transportation means) for the implementation of the Host City Decoration Programme."



14. Clause 15.3 of the Host City Agreement shall be modified as follows:
- “15.3 Space Plan: The Host City will submit a formal plan outlining the spaces to be made available for the Host City Decoration Programme for FIFA’s review and approval. By no later than 30 June, 2012 and also at a later stage as and when requested by FIFA and the LOC, the Host City will, at its own costs, make available to FIFA and the LOC a detailed identification and listing of all existing advertising spaces and other facilities suitable for promotional purposes at such locations determined by FIFA and the LOC, especially along the so-called protocol routes (e.g. from the airport to the Stadium, from the station to the Stadium, etc.) and at the airport, the train station as well as in the vicinity of the Stadium, the official hotels and the official training sites. The Host City shall make available to FIFA and the LOC, free of charge and at least 14 days prior to the first match in the Host City, such advertising spaces and facilities suitable for promotional purposes as deemed necessary for the Host City Dressing Programme by FIFA and the LOC. In case the advertising spaces and facilities identified, listed and available to the Host City are, in the opinion of FIFA and the LOC, not sufficient, the Host City shall, at its own expense, acquire additional advertising spaces and facilities for such duration and make such additional advertising spaces and facilities available to FIFA and the LOC for the Host City Dressing Programme. The Host City Decoration Programme shall be implemented in accordance with a schedule to be determined by FIFA.”
15. Clause 15.4 of the Host City Agreement shall be modified as follows:
- “15.4 Design and Production: FIFA and the LOC, at their own expense, shall be solely responsible for the design, production and delivery of the material implementing the Host City Decoration Programme, which may feature the Competition Marks, the Composite Logo and/or identification of Commercial Affiliates.”
16. Clause 15.5 of the Host City Agreement shall be modified as follows:
- “15.5 Installation, Maintenance and Removal: The Host City, at its own expense, shall be solely responsible for the installation, maintenance and removal of the material implementing the Host City Decoration Programme as well as all permits necessary for such implementation.”
17. Clause 17.5 of the Host City Agreement shall be modified as follows:
- “17.5 Integration of Commercial Affiliates: The Host City shall ensure to reasonably integrate the Commercial Affiliates at all Host City events and any other activities in connection with the Competition, in particular by using the logo strip (standard graphic exposure of the logos of the Commercial Affiliates) provided by FIFA on any and all Host City print materials in relation to the Competition and by using the products and services of the Commercial Affiliates at any Host City Events in accordance with the Host City Event Guidelines.”

18. The following new Clause 17-A shall be added in the Host City Agreement:

"17-A. TICKETS

The Host City shall be entitled to purchase such number of tickets and ticket products for the Matches in the Host City as determined by FIFA and the LOC."

19. The following new introductory paragraphs shall be added to Section 4 in the Host City Agreement:

"The Host City undertakes to FIFA and the LOC to discharge any of its obligations as referred to in the following sections. The Host City shall bear all costs connected to the discharge of these obligations, unless expressly stated otherwise."

20. Clause 19.2 of the Host City Agreement shall be modified as follows:

"19.2 Stadium Names: The Host City agrees not to refer, during the Term of this Agreement, to any Stadium selected to host any Match, or to any selected training grounds, by any name which includes the name and/or logo of any third party, unless otherwise approved by FIFA. All Competition related communications issued by the Host City shall refer to the Stadium or to the training ground by its official Competition-specific designation, as notified to it by FIFA. The Host City shall ensure that any directional signage of the Stadium located anywhere in the Host City shall only display the official name of the Stadium determined for the Competition by FIFA and the LOC as of at least 14 days prior to the first Match or any other official event of the Competition taking place in the Stadium"

21. Clause 20 of the Host City Agreement shall be modified as follows:

"From 1 June 2009, the Host City shall quarterly submit to FIFA and the LOC written progress reports describing the complete status of its plans and activities relating to this Agreement during the Term (or more frequently if requested). In addition, the Host City shall immediately inform the LOC and FIFA of any difficulties in connection with complying with its obligations under this Agreement."

22. Clause 21 of the Host City Agreement shall be modified as follows:

"21. SAFETY, SECURITY, FIRE PROTECTION AND MEDICAL SERVICES

The Host City shall, at its own expense, support FIFA and the LOC outside of the Stadium in the area of safety, fire protection and medical services and undertakes to adopt all general security and other protection measures in relation to the Competition as deemed necessary by FIFA and the LOC, including, provision of facilities such as fences and other infrastructure, dedicated police protection for the participating teams and the members of the FIFA/LOC delegation as to be provided by the LOC, and passing the necessary municipal ordinances and by-laws, to fully implement these arrangements relating to the Competition, and to provide any assistance requested of it by the Brazilian authorities."

23. Clause 22.1 of the Host City Agreement shall be modified as follows:

"22.1 Transportation Management: The Host City shall cooperate fully with the relevant authorities to develop and implement, at its own expense, a transportation management plan during the Competition. The Host City undertakes to adopt all measures, including passing the necessary municipal ordinances and by-laws, to fully implement any such transportation and management plan, and to provide any assistance requested of it by FIFA, the LOC and/or the Brazilian authorities. This may include but is not limited to the provision of special traffic access lanes for key LOC and FIFA representatives and for the participating teams and officials as well as police escorts for special constituent groups such as the teams, official and VVIPs"

24. The following new paragraph 2 shall be added to Clause 22.4 of the Host City:

"The Host City shall use its best efforts to facilitate the discussions of FIFA and/or the LOC with the relevant Host City airport(s) to provide FIFA and the LOC, free of any charge, with welcome desks, preferred guest treatments and welcome procedures for VIPs, VVIPs and the FIFA delegation."

25. The following new Clause 22.5 shall be added in the Host City Agreement:

"22.5 Parking Facilities: The access from all parking facilities to the Stadium shall be possible without the crossing of the main traffic flows of the spectators. Special access routes shall be made available for media representatives and VIP-guests. The Host City shall support the provision of parking facilities for officials and teams."

26. The following new Clause 22.6 shall be added in the Host City Agreement:

"22.6 Combination-Ticket Agreement: The Host City shall, in the name and on behalf of the LOC, enter into an combination-ticket agreement with the local public transportation entity that allows any ticket holder and accreditation holder to use public transportation on Match days free of charge. The content of the combination-ticket agreement, including the respective allocation of costs to the individual tickets, will be determined between the responsible public transportation entity, the Host City and the LOC."

27. Clause 25.1 of the Host City Agreement shall be modified as follows:

"25.1 No Activities on Match Days: The Host City shall ensure that any entity which usually operates commercial or non-commercial activities within the Exclusion Zone refrains from the operation of the relevant facilities on Match days and on the day before Match days, unless agreed in advance by FIFA in writing, and that no permits or licences for commercial or non-commercial activities of any kind will be granted by the Host City for use within the Exclusion Zone on Match days, unless approved in advance by FIFA in writing. The Host City shall ensure that on Match days and the day before Match days the Exclusion Zone must be free and clear of any outdoor advertising (in accordance with the instructions by FIFA and the LOC), that no events or other activities may be held which in the opinion of FIFA and the LOC may impact on the organisation or marketing of the respective

Match, and that no public sales of food, beverages, fan items, souvenirs or similar products may take place.”

28. Clause 25.2 of the Host City Agreement shall be modified as follows:

“25.2 Covering of Advertising: The Host City undertakes to ensure that, to the extent permitted by applicable laws and regulations, any advertisement and other commercial identification located within the Exclusion Zone will be removed or fully covered. The Host City shall use best efforts to discuss, in the name and on behalf of FIFA and the LOC, these requirements, with the owners and operators of any buildings and spaces and, to the extent necessary to ensure compliance with these requirements, to enter at its own expense into the respective arrangements with these owners or operators. The removal and coverage of the outdoor advertising may be done temporarily.”

29. The following new Clause 25.4 shall be added in the Host City Agreement:

“25.4 Location: To ensure the smooth implementation of the organisation of the Matches, the areas within the Exclusion Zone shall be included as much as possible into the organisation of the Matches (for example parking areas used on match days, open outdoor spaces, entertainment areas, arenas, etc.).”

30. Clause 26.1 of the Host City Agreement shall be modified as follows:

“26.1 Location: The Host City shall organise as responsible host, in accordance with FIFA’s requirements, an official FIFA World Cup fan park for the period commencing at least six (6) days prior to the first match of the Competition and ending three (3) days after the last match of the Competition, which shall be a Host City Event, be part of the official cultural programme of the Competition and take place at a suitable location at or near the centre of the Host City which is easily accessible by public transportation. The Host City Event Guidelines to be issued by FIFA shall apply without any restriction to the official FIFA World Cup fan park. The Host City shall be, at its own expense, responsible for all operational and logistical measures for the FIFA World Cup fan park (stage, light, sound, fencing, security, cleaning, energy, water, insurance, entertainment program and, if needed for the official FIFA World Cup fan park, a video-wall). The official FIFA World Cup fan park may include the so-called “public viewing” with live broadcasting of Matches, subject to the approval from FIFA and/or the LOC. The access to the official FIFA World Cup fan park shall be free of charge for the general public, unless agreed otherwise with FIFA and/or the LOC. The content of the official FIFA World Cup fan park shall be determined by the Host City in cooperation with FIFA and the LOC based on the Host City Event Guidelines to be issued by FIFA.”

31. Item (d) of Clause 26.2 of the Host City Agreement shall be modified as follows:

“(d) the Host City will (i) obtain the permits, licences and/or clearances required to run the FIFA fan park(s), and (ii) negotiate with relevant administrators for specific matters relating to the successful running of the FIFA fan park(s) (including, by way of example, matters relating to noise regulation and music royalty payments); and”

32. Item (b) of Clause 28.2 of the Host City Agreement shall be modified as follows:

“(b) appoint full time competent staff to assist FIFA and the LOC in the implementation of the Rights Protection Programme, and to be primarily responsible for the co-ordination of all communications with FIFA and the LOC. Immediately following the appointment of such staff, the Host City shall notify FIFA and the LOC of their identities, a description of their roles and responsibilities and a description of their internal reporting lines. The staff referred to above shall, inter alia, regularly inspect key routes to the Sites and signage in the Host City for the period commencing six (6) months prior to the Competition until the final Match, report their findings to FIFA and the LOC on a monthly basis, and carry out enforcement actions against unlawful activities by third parties in a reasonable and appropriate manner and within the scope of the applicable laws and regulations, in particular in the vicinity of the Stadium;”

33. Item (d) of Clause 28.2 of the Host City Agreement shall be modified as follows:

“(d) enact, upon FIFA’s instructions and in full co-operation with FIFA and the LOC, appropriate municipal by-laws and/or ordinances and/or regulations which may be required, inter alia, to support national governmental legislation prohibiting any act of Ambush Marketing and/or unauthorized use of Competition Marks, including without limitation, by-laws and/or ordinances and/or regulations which permit FIFA’s authorized representatives to immediately confiscate any materials and/or halt any activities which constitute an act of Ambush Marketing or which infringe upon the Competition Marks. Such municipal by-laws or ordinances shall be enacted no later than 30 June 2011;”

34. The following new Item (h) shall be added to Clause 28.2 in the Host City Agreement:

“(h) take into account, in accordance with the instructions by FIFA, the rights of the entities to which FIFA grants Marketing Rights or Media Rights in connection with the permission of, in particular any promotional activities within the Host City (outdoor media, use of any public spaces, etc.).”

35. The first paragraph of Clause 28.3 of the Host City Agreement shall be modified as follows:

“28.3 No Association: The Host City shall not grant or purport to grant any right, or allow any activity by, any third party, including any of its marketing and media partners, which would imply, directly or indirectly, an association with the Competition or conflict or infringe upon any of the Marketing Rights or the Media Rights or the rights of the teams participating in the Competition. In particular, the Host City agrees that it shall contractually require each provider of services to the Host City to refrain from making public statements, whether factual or otherwise, and whether or not intended to create an association with the Competition, in relation to the provision of such services. The Host City shall also ensure that none of these service providers will in any manner advertise, commercially exploit or otherwise communicate the provision of such services (e.g. in leaflets,

advertisements, letters, reference lists, press releases, brochures or any other print or audio-visual material or websites). All parties contracting with or providing services to the Host City in connection with the Competition must agree to the following contractual provisions:"

36. The last paragraph of Clause 28.3 of the Host City Agreement shall be modified as follows:

"In the event that any Host City service provider makes any such unauthorised public statements or infringes any of these obligations, the Host City shall immediately adopt all measures required of it by FIFA to ensure that such statements or infringement actions are withdrawn and no longer disseminated, and, should the service provider not terminate such statements or infringement actions, terminate the respective contract with the service provider with immediate effect and adopt all other necessary against the service provider."

37. Clause 32 of the Host City Agreement shall be modified as follows:

"The Host City shall ensure that it makes best efforts to render the Host City as attractive as possible to the members of the public and visiting football fans, and shall, at its own expense, carry out the respective beautification measures, by, for example, and without limitation, obstructing the view to major construction sites which are visible to the public and are close to the Host City's major transport hubs, entertainment areas and the Stadium(s) in the Host City. The Host City shall not authorise or grant any permits for any private or public construction works to be undertaken within the Host City for the entire duration of the Competition. For the avoidance of doubt, any construction which is in progress at the start of the Competition shall be temporarily suspended for the period of the Competition."

38. The following new Clause 32-A shall be added in the Host City Agreement:

"32-A VOLUNTEER PROGRAMME

The Host City shall support the official volunteer programme of FIFA and the LOC, in particular by providing, free of charge, facilities for the volunteer managers, for the selection, education and invitation of volunteers as well as the joint kick-off event of staged by FIFA, the LOC and the Host City. The duration of the use and the scope of the required facilities will be confirmed by the LOC as soon as possible. The Host City shall be entitled to have Host City-specific educational programmes integrated into the volunteer programme. Unless specifically agreed otherwise between FIFA, the LOC and the Host City, the Host City shall not set up an own volunteer programme independent from the official volunteer programme."

39. The following new Clause 32-B shall be added in the Host City Agreement:

"32-B APPROVAL PROCESS

The Host City shall support FIFA, the LOC and their contractual partners in relation to their activities in connection with the Competition, in particular, to the extent permitted by applicable laws and regulations, with respect to the permit and concession processes for the activities within the Stadium and at the official FIFA World Cup fan park, including by handling the permit

and concession processes for the erection of temporary facilities in an timely appropriate and accelerated manner.”

40. The following new Clause 32-C shall be added in the Host City Agreement:

“32-C LOCAL PROMOTION OF THE COMPETITION

The Host City shall, at its own costs, actively promote the Competition locally and support all promotional activities of FIFA and the LOC by, for example, ensuring the presence of Host City representatives at events, the provision of facilities for promotional events and activities free of charge prior and during the Competition as well as the promotion of the Competition in print material of the Host City. The Host City undertakes to organise Host City Events and to use the rights and/or opportunities granted to it under this Agreement in a reasonable and appropriate manner and scope.”

41. The following new Clause 32-D shall be added in the Host City Agreement:

“32-D TICKET SALES

The Host City shall locally support FIFA and the LOC in connection with the sales and promotion of tickets within the Host City, in particular by providing rooms and facilities for the sale of tickets free of charge and subject to FIFA’s and the LOC’s requirements.”

42. The second paragraph of Clause 33.6 shall be modified as follows:

“FIFA and the LOC shall have the right to immediately terminate partially or as a whole this Agreement and withdraw the Matches from the Stadium:

- (i) if the Host City violates any material term of this Agreement;
- (ii) in the event of an incident of force majeure, cancellation, relocation, interruption, postponement/advancing or boycott of a Match, some Matches or the entire Competition;
- (iii) if the Host City declares insolvency, enters into a composition agreement or ceases to carry out its business operations;
- (iv) if the Stadium Agreement among FIFA, the LOC and the Stadium owner and/or Stadium operator of the Stadium in the Host City be terminated for whatever reason.”

43. The following new paragraph shall be added to Clause 33.6 of the Host City Agreement:

“Termination of this Agreement shall be made in writing. The LOC shall not be entitled to terminate this Agreement without the prior, written consent from FIFA. In case of a termination, the LOC shall inform the Host City of such consent.”

44. The following new paragraph shall be added to Clause 33.7 of the Host City Agreement:

“In the event that a Match or some Matches are cancelled, relocated, postponed or interrupted by FIFA for justified reasons, such as force majeure or other reasons that may in FIFA’s opinion impact on the organisation of the Competition, there exist no payment or other compensation claims by the Host City against FIFA, the LOC and/or any party instructed by them. In such case the Host City shall bear any and all additional incurred costs.”

45. Clause 33.19 of the Host City Agreement shall be modified as follows:

“33.19 Limitation of Liability: The LOC and FIFA, their officers, agents, employees, licensees or sub-contractors shall not be liable to the Host City for the death, personal or property losses, damages or injuries related to the Competition save in the event that such death, personal or property losses, damages or injuries is caused by a grossly negligent or wilful act or omission on the part of the LOC, FIFA (as applicable) or any persons and entities acting on their behalf. Neither the LOC, nor FIFA, nor any of their officers, agents, employees, licences or contractual partner shall be liable to the Host City for any damages should a Match scheduled to take place at the Stadium not take place at the Stadium or otherwise not take place as scheduled”

46. The following new Clause 33.20 shall be added in the Host City Agreement:

“33.20 No Joint Liability: FIFA and the LOC are not jointly and severally liable to the Host Cities for their respective obligations under, or in relation to, this Agreement, but only for their respective obligations pursuant to this Agreement.”

47. The following new Clause 33.21 shall be added in the Host City Agreement:

“33.21 Insurance: The Host City shall ensure an appropriate insurance coverage and shall, in this respect, enter into an appropriate and comprehensive general public liability insurance for personal injuries, as well as property and financial loss damages, (each at a minimum of no less than 10 million EURO). The Host City shall ensure that FIFA, the LOC and the persons and entities acting on their behalf are included as an additional insured. Upon request, the Host City shall provide relevant documentation of this coverage.”

48. The following new Clause 33.22 shall be added in the Host City Agreement:

“33.22 Severability: “Should a provision of this Agreement be void, invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement. In such case, the void, invalid or unenforceable provisions shall be replaced by a provision which is appropriate in terms of location, time, scope and legislation which, to the extent possible, resembles the void, invalid or unenforceable provision as much as possible. This shall apply equally to any gap in the provisions of the Agreement.”

49. The following new Clause 33.23 shall be added in the Host City Agreement:

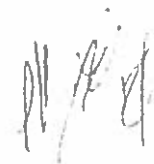
"33.23 Anti-Corruption: The parties acknowledge that giving and taking bribes can lead to criminal proceedings in accordance with the Brazilian and Swiss law."

50. The following new Clause 33.24 shall be added in the Host City Agreement:

"33.24 Match Schedule and Teams: The Host City acknowledges that FIFA may decide at its sole discretion on the Match schedule, including the number of Matches, the teams participating in the Matches and the selection of the host cities of the Matches."

B. Further Provisions

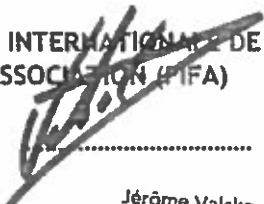
1. The Host City hereby represents and warrants to FIFA and to the LOC that (i) the Host City has the requisite power and authority to enter into, execute, deliver and perform this Amendment, (ii) this Amendment has been duly authorized, executed and delivered by the Host City, (iii) the execution, delivery and performance of this Amendment shall not conflict with or constitute a breach of or default under any commitment, agreement or instrument to which the Host City is a party or by which it is bound, and (iv) this Amendment constitutes the legal, valid and binding obligation of the Host City, enforceable against the Host City in accordance with its terms.
2. The LOC irrevocably, unconditionally and absolutely accepts all the rights and confirms that it shall be fully bound by all the obligations attributed to "2014 FIFA World Cup Local Organising Committee Brazil" in the Host City Agreement, as amended by this Amendment.
3. The contents of, and any information disclosed pursuant to and/or under, this Amendment, are strictly confidential. The parties will do all things and acts necessary to preserve their confidentiality, except to the extent that disclosure is required by relevant laws or court orders, or is necessary in the course of legal proceedings.
4. This Amendment (including the Host City Agreement and appendices thereto) is intended to be the sole and complete statement of the obligations of the parties as to its subject matter and supersedes all previous oral and written representations, understandings, negotiations, arrangements and agreements relating to such subject matter. Schedule 1 and any appendices thereto (as well as any other schedules that may be added by the mutual written agreement of the parties) shall form an integral part of this Amendment. Any amendment to this Amendment must be in writing and signed by both parties.
5. Unless explicitly stated otherwise herein, capitalised terms used herein shall have the meanings ascribed to them in Clause 1 of the Host City Agreement.
6. It is understood and hereby confirmed that except as explicitly stated under this Amendment, all terms and conditions of the Host City Agreement shall remain unaffected and in full force and effect as at the date thereof.
7. This Amendment is governed by, and construed in accordance with, the laws of Brazil, to the exclusion of any choice of law principles.




8. All disputes arising in connection with this Amendment, including disputes as to its conclusion, binding effect, amendment and termination, are to be promptly settled between the parties amicably by negotiation. If no amicable solution can be reached, such disputes shall, to the exclusion of any court or other forum, be exclusively resolved by an arbitral tribunal consisting of three (3) arbitrators under the auspices of, and pursuant to, the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce. The seat of the arbitration shall be Zurich, Switzerland and the language of the proceedings shall be English.

In Witness Whereof, the parties have executed this Amendment in four copies by their duly authorized representatives.

FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

By: 
 Name: Jérôme Valcke
 Secretary General
 Title:

By: 
 Name: Markus Kottmann
 Deputy Secretary General
 Title:

COPA DO MUNDO FIFA 2014 - COMITÊ ORGANIZADOR BRASILEIRO LTDA.

By: 
 Name:
 Title:

By:
 Name:
 Title:

13 FEB 2011
 RIO DE JANEIRO CITY HALL

By: 
 Name:
 Title:

By:
 Name:
 Title:

Witnesses:

Name: Juliana Caldas Lima

Name: Luiz Renato Rezende Quintanilha

Identity Number: 23626104/DETAHM


Identity Number: 04444743-0 1A/R

National Taxpayer's registry:

National Taxpayer's registry:

Signature: 

Signature: 

FIFA Legal Contract Approved
 17 Feb 2011
 By: 

OMP
 KF