

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 a 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:

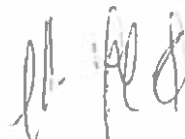
“(d) enact, upon FIFA’s instructions and in full co-operation with FIFA and the LOC, appropriate municipal by-laws and/or ordinances and/or regulations with may be required, inter alia, to support national governmental legislation prohibiting any act of Ambush Marketing and/or unauthorized use of Competition 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.

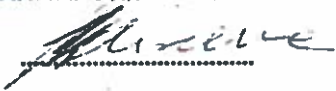
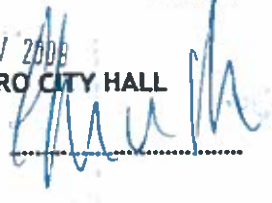
FEDERATION INTERNATIONALE DE FOOTBALL ASSOCIATION (FIFA)

By: 
 Name: Jérôme Valcke
 Title: Secretary General

By: 
 Name: Markus Kottler
 Title: Deputy Secretary General

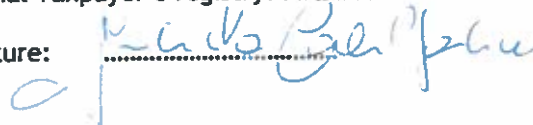
7 3. 2011


COPA DO MUNDO FIFA 2014 - COMITÊ ORGANIZADOR, BRASILEIRO LTDA.

By: 
 Name:
 Title:
 13 FEV 2011
 RIO DE JANEIRO CITY HALL
 By: 
 Name:
 Title:

By:
 Name:
 Title:
 By:
 Name:
 Title:

Witnesses:

Name: Juliana C. S. S. L. M.
 Identity Number: 2.362.610-4/0212411
 National Taxpayer's registry:
 Signature: 

Name: LUIZ RENATO REZENDE QUINTANILHA
 Identity Number: 04494743-0 (F/R)
 National Taxpayer's registry:
 Signature: 

CMF
NF

FIFA Legal
 Contract Approved
 17. Feb 2011
 By: 

SCHEDULE 1

Host City Agreement