

**2014 FIFA World Cup – Comitê Organizador Brasileiro Ltda.** (Brazilian Organizing Committee Ltd. – the “Organizing Committee”), limited company with headquarters in Rua Victor Civita, nº 66, Ed. 5, salas 501 a 503, Barra da Tijuca, in the City and State of Rio de Janeiro, with its societary acts of constitution registered in Rio de Janeiro State Board of Trade in June 11<sup>th</sup>, 2008, under no. 33.2.0813112-1, herein represented by its Director-President Ricardo Terra Teixeira, Brazilian, married, businessman, owner of identity card no. 2.062.923-4, issued by IFP/RJ (Identification Institute Felix Pacheco of Rio de Janeiro), registered in CPF/MF (Individual Taxpayers Register of the Ministry of Finance) under the no. 036.949.177-72, resident and domiciled in the City and State of Rio de Janeiro, in Rua Desembargador Saul de Gusmão nº 92, Itanhangá, present the following:

### **TERM OF COMMITMENT**

In the terms that follow, whereas:

- All rights related to 2014 FIFA World Cup (“2014 Cup”) and FIFA Confederations Cup 2013 (both, the “Competitions”) are sole and exclusive property of FIFA, maximum entity of world football;
- In the first semester of 2007, as part of the Brazilian candidature to host the Competitions, agreements with 18 (eighteen) Brazilian cities were signed (the “Host City Agreements”);
- To each one of these 18 (eighteen) Host City Agreements corresponds 1 (one) agreement concerning the use of sport stadium (the “Stadium Agreements”, or “Local Candidature Agreements” when jointly with the “Host City Agreements”), signed by its respective owner (the “Stadium Authorities” or “Stadium Owners”) also in the first semester of 2007;
- By signing the above mentioned agreements, their signatories assumed obligations towards FIFA, such obligations being conditioned to the effective selection of Brazil as host country of the Competitions;
- Brazil has been appointed by FIFA, in October 30<sup>th</sup>, 2007, as host country of the Competitions;
- As one of the main obligations concerning Brazil as host country of the Competitions, the Organizing Committee was created, being in charge of looking after the observance of all obligations and terms inherent to the Competitions organization, always considering that any non-fulfillment may cause the application of sanctions by FIFA, including the change of the Competitions host-country;

- Likewise, the non-fulfillment by the cities which signed the Host City Agreements (the “Candidate Cities”) of any of its terms and obligations may lead to its removal from the selection process of the cities which will host the Competitions matches (the “Host Cities”);
- As has been always mentioned throughout the Brazilian candidature process, not all 18 (eighteen) Candidate Cities will be selected as Host Cities;
- Even after the selection of the Host Cities, the group of cities resulting from the selection process is dynamic, being subject to modifications by FIFA at any moment, in the best interest of the Competitions;
- FIFA considers the structure of the stadiums that will serve as stage for the Competitions an essential aspect of this selection process;
- Regardless the importance of the active collaboration of all governmental instances for its accomplishment, the Competitions are private events – and, likewise, the presence of private investments is fundamental for its success;
- The strictest and most absolute observance of all and any term stipulated in this or other supervening instruments will be a fundamental criteria for the selection of Host Cities, as well as for its maintenance in this condition,

The Organizing Committee hereby addresses all Candidate Cities, States and Municipalities directly related to the Local Candidature Agreements, as well as Stadium Owners, to present a series of requirements that should be observed for the selection process of the Host Cities, namely:

- The Candidate Cities should strive in order that the investments in the construction and remodeling of the stadiums are solidly defined, in view of the need of maximum certainty about the prompt and safe provision of the indispensable funds.
- Always concerning the maximum feasibility of investments, the Candidate Cities may opt by any model of contracting, it remaining clear that it is their responsibility and mission to select enterprises and groups with renowned technological and financial capability, able to carry out the undertakings according to the state of the art of architecture and engineering, besides strictly fulfilling the established terms.
- The selection of possible private partners should consider the need of clear identification of the financing sources for these events.
- Under any circumstance, the different governmental spheres, instances and organs related should act in an integrated and immediate way, promptly establishing the required covenants in order to make the undertakings feasible within the terms set forth by the Organizing Committee.

- Efficient measures for the management and inspection of undertakings and investment projects should be discriminated, including when made by means of third parties specially hired for such purpose, it being allowed, by permanent and direct interlocution with the Organizing Committee, the monitoring of the fulfillment of execution terms and accomplishment of FIFA's technical requirements.
- With the same objective, the Candidate Cities, jointly with the Stadium Owners – as well as the other States and Municipalities related to its candidature –, should make the command centers uniform, avoiding the dilution of information and facilitating the interlocution with the Organizing Committee and FIFA.
- A basic engineering and architecture project will be required, to be submitted until January 15<sup>th</sup>, 2009. The project should meet FIFA's requirements and contain all elements able to characterize the undertakings, with the adequate precision, in order to ensure its technical feasibility and the adequate treatment of its environmental impact, also making possible the evaluation of its costs, the definition of its methods and the precise accomplishment of its schedule, with emphasis on the dates established by the Organizing Committee and FIFA.
- Indispensably in the same term – January 1<sup>st</sup>, 2009 –, Complementary Guarantees to the Government Guarantees signed by the Federal Government, dully signed, should be submitted, as an essential condition for the permanence of each Candidate City in the selection process. The model of such Guarantees will be submitted in time to the Candidate Cities, and the Complementary Guarantees signed by State and Municipal Governments related to the candidature of the respective Host City should textually replicate all terms of the model, according to FIFA's requirement.
- After the selection of the Host Cities, an economical and financial pre-feasibility project will be presented, by each city that still has not carried out such study, prepared by an idoneous company of renowned experience, which should contemplate all aspects linked to the planned undertakings and investments. Its content will comprise at least, but not only, the following items:
  - Cost estimate;
  - Projections of disaggregated demand in sport events and other events;
  - Complementary revenues (commercial shops, restaurants, movie theaters, museums, etc.);
  - Expected return revenue;
  - Counterparts (as complementary concessions and urban interventions) required and its impact on the return tax;
  - Infrastructure complementary to the stadium (cost and form of financing);
  - Bidding documents, if required.

- Any public process of selection of private investors groups (for remodeling or building and occasionally operation of stadiums), by any modality of contracting, should be in course by a date no later than July 31<sup>st</sup>, 2009.
- The confirmation, by the Organizing Committee, of the private investors groups identity (for the remodeling or construction and occasional operation of stadiums) which may be hired should occur by a term no later than November 30<sup>th</sup>, 2009.
- The beginning of the investments implementation will occur by a term no later than January 31<sup>st</sup>, 2010.
- As a reflex of the intention of integration and promptness, essential to the fulfillment of the objectives related to the Competitions, all indispensable measures should be taken to the execution of investments according to the established schedules.
- Special emphasis will be given to the obtainment, until July 31<sup>st</sup>, 2009, of all required licensing and presentation, in the same term, of the definite solution for all preexisting situations that may hamper the fulfillment of the schedule (with particular attention to environmental and urbanistic aspects and other administrative limitations). The non-observance of this critical criterion may imply the immediate disqualification of the city previously appointed as Host City.
- The final submission of all stadiums, in perfect conditions of use according to the patterns indicated for the Competitions, may not exceed the date of December 31<sup>st</sup>, 2012.
- The Candidate Cities are obliged, from this moment on, to obey all technical requirements described in the Annexes related to the stadiums, Information Technology (IT) and broadcasting. It is important to notice that such Annexes may be updated and revised at any moment.
- The Candidate Cities commit themselves from this moment on, in case they are selected as Host Cities, to sign the instruments required to the conjugation of efforts among them, the Federal Government, States and Municipalities related to its candidature for the definition of priorities, terms and responsibilities concerning the undertakings focused on the Competitions. The lack of effectiveness of such instruments in a term to be opportunely determined by the Organizing Committee may imply the immediate disqualification of the city previously appointed as Host City.
- The measures hereby enrolled are indispensable, but not exhaustive, reserving the Organizing Committee and FIFA the faculty of modifying, suppressing or adding new requirements at any moment, until the Competitions date.
- Considering of the non-exhaustiveness of the measures herein mentioned, it will be given special consideration in the selection process to the Candidate Cities which take other providences to ensure the fulfillment of the objectives related to the

Competitions, such as (but not limited to) unequivocally ensure the commitment of hotel accommodations according to the patterns required by FIFA and adequate quantity to fulfill the Competitions' requirements.

- The Candidate Cities will incur all costs directly or indirectly related to its candidature.
- The selection and further maintenance of the Host Cities is FIFA's exclusive prerogative, such institution conducting the process with the help of the Organizing Committee. No act or fact occurring up to the date of the Competitions will represent a legitimate right expectancy, neither acquired right on the part of the Candidate Cities or Host Cities.

By being in agreement with all the contents of this Term of Commitment, sign the present instrument, considering it as integrally valid and committing themselves with the effectiveness of all guidelines and obligations herein described: the Candidate City, as well as the State and the Owner of the Stadium related to its candidature, besides two witnesses.

Porto Alegre,

**YEDA RORATO CRUSIUS,**  
Rio Grande do Sul State Governor.

**ELISEU SANTOS,**  
Porto Alegre Acting Mayor.

**VITÓRIO CARLOS COSTI PÍFFERO,**  
Sport Clube Internacional President.

1 – Witness

2 – Witness

This text does not substitute the one published in the State Official Journal, consisting of a non-certified translation.