



10 DOWNING STREET
LONDON SW1A 2AA

THE PRIME MINISTER

14 December 2009

Dear Sepp

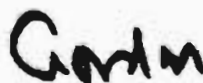
On behalf of the Government and all governmental authorities of the United Kingdom, we hereby confirm, guarantee, warrant and represent the following:

- (i) The Government very much welcomes and supports the possibility that the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™ or the FIFA Confederations Cup 2021 and the 2022 FIFA World Cup™ (the "Competitions") may be staged in England;
- (ii) The Government very much welcomes and supports the possible appointment by FIFA of the Local Organising Committee ("LOC") to stage and host the Competitions;
- (iii) The Government very much welcomes and supports the presence of FIFA and of any FIFA Member Associations as well as all visitors from around the world in England in connection with the Competitions and will fully support FIFA and the LOC in connection with the staging and hosting of the Competitions;
- (iv) The Government will support all efforts that envisage that the hosting and staging of the Competitions contributes to the development of football in England as well as world-wide in a sustainable and humanitarian manner, without any discrimination whatsoever, regardless of nationality, race, or creed;
- (v) The Government will fully support any efforts of the LOC to ensure that any adverse impact on the natural environment as a result of the Competitions is minimised and that the principles of environmental sustainability and protection are particularly applied in relation to water usage, energy consumption, transportation, procurement, construction and upgrading of infrastructure, waste management, tourism and the protection of environmentally sensitive areas affected by the Competitions;

- 2 -

- (vi) This Government Declaration and all government guarantees issued by the competent minister and/or other governmental authorities of the United Kingdom in relation to the Competitions (the "Government Guarantees") have been executed irrevocably and unconditionally and have been executed by such ministers or heads of other governmental authorities who have the competence to validly execute such Government Guarantees;
- (vii) All Government Guarantees are legally and constitutionally valid and enforceable against the United Kingdom and the Government in the name, and on of behalf of, the United Kingdom, irrevocably and unconditionally waives any right of immunity of the United Kingdom and its assets;
- (viii) The United Kingdom will indemnify FIFA, the FIFA subsidiaries, the LOC and all other persons or entities mentioned in the relevant Government Guarantees against all liabilities and damages which any parties may suffer in connection with a violation of or a breach under any of the Government Guarantees and/or other governmental undertakings; and
- (ix) The Government will adopt all measures and enact all necessary laws, ordinances or regulations (including national, state, regional, local and municipal laws, ordinances or regulations) which may be required in order to ensure full compliance with the present Government Declaration and all Government Guarantees until not later than 1 June 2013. As long as the necessary laws, regulations and ordinances are not yet in force, this Government Declaration and the Government Guarantees shall be directly applicable and enforceable as of the date of their signing.

Yours sincerely



Mr Joseph S Blatter



Home Office

Home Secretary
2 Marsham Street
London SW1P 4DF
www.homeoffice.gov.uk

Federation Internationale
de Football Association (FIFA)
Attn: Mr Joseph S. Blatter
President
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

4 December 2009

Dear Mr President

Government Guarantee No. 1 ('Guarantee') Entry and Exit Permits, Immigration, Customs & Check-in Procedures

In relation to FIFA Confederations Cup 2017 and 2018 FIFA World Cup™ taking place in England, the Government of the United Kingdom, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the United Kingdom, hereby represents, warrants, ensures and guarantees to FIFA the following:

A Definitions

For the purpose of this Guarantee, the following definitions shall apply:

Competitions – the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™;

Events – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b any seminars, meetings, conferences, workshops, and press conferences;
- c any official public viewing or other fan-related events;

- d any cultural activities, in particular concerts, exhibitions, displays, shows or other expressions of culture;
- e any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f any football matches and training sessions; and
- g any other activities that FIFA considers relevant for the staging, organisation, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Commercial Affiliates – any entities which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA;

FIFA Contractors – any individuals and legal entities which have, directly or indirectly, entered

into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities;

FIFA Confederations – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a Asian Football Confederation (AFC);
- b Confédération Africaine de Football (CAF);
- c Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d Confederación Sudamericana de Fútbol (CONMEBOL)
- f Oceania Football Confederation (OFC); and
- g Union des Associations Européennes de Football (UEFA)

FIFA Host Broadcasters – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

FIFA Listed Individuals – any individuals accredited to the Events by FIFA, and/or appointee of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public);

FIFA Member Associations – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

FIFA Service Providers – the following legal entities licensed or appointed based on any other contractual relationship by FIFA, or by FIFA's appointees or licensees, in relation to the organisation and staging of the Events:

- a FIFA's accommodation inventory coordinators, which shall be one or more general

coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;

- b FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organisation and staging of the Events; or
- g Providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

FIFA Subsidiaries – any legal entity, resident in the United Kingdom or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Hosting Association – The Football Association, being the national football association officially affiliated to FIFA in England;

LOC – the local organising committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions

and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

B Issuance of Visas

The United Kingdom, represented by its Government, represents, warrants, ensures and guarantees to FIFA for the purposes of entry into and exit from the United Kingdom, and for a period commencing on the date of this Guarantee and ending on 31 December 2018, that entry visas and exit permits shall be issued unconditionally and without any restriction and, where issuance of formal visas or permits is not required, the right to entry to and exit from the United Kingdom, shall be granted unconditionally and without any restriction, and regardless of nationality, race or creed, to:

- i FIFA / FIFA Subsidiaries staff and officials and members of the FIFA delegation, including match officials;
- ii FIFA Confederations staff and officials and FIFA Member Associations staff and officials;
- iii Hosting Association and LOC staff and officials;
- iv FIFA Service Providers staff and officials;
- v FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors staff and officials;
- vi FIFA Listed Individuals;
- vii other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Competitions and/or Events; and
- viii Hospitality customers and spectators of the Competitions and/or Events, and all individuals who can demonstrate any involvement in the Competitions and/or Events;

provided that they are entering the United Kingdom in connection with any Competitions and/or Events related activities.

The United Kingdom represents and guarantees to FIFA and ensure that no entry visa and exit permit costs and charges or other related costs or expenses will be charged to any of the person or entities outlined above and that all entry visa and exit permits are issued without delay. In particular, the United Kingdom agrees to provide expeditious and high quality administrative assistance to the persons and entities listed in Sections (i)-(viii) and to nominate a single point of contact to co-ordinate all visa requests.

The United Kingdom represents and guarantees to FIFA that persons wishing to attend the Competitions and/or Events will not be denied entry

visas or entry without satisfying FIFA that important reasons exist, in any particular case, to withhold the issuance of an entry visa or to not allow entry.

With respect to the individuals listed in Sections (i)-(iii) above, the United Kingdom agrees to provide priority treatment through the provision of special immigration, customs and check-in procedures. The United Kingdom also agrees to devise a strategy for implementing such objectives of expedited customs and check-in processing. Such strategy shall particularly provide for appropriate hierarchies of treatment for senior members of FIFA, FIFA Subsidiaries, and the FIFA delegation.

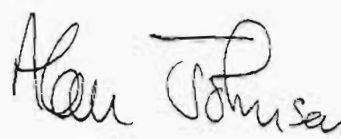
C General Undertakings

The United Kingdom represents and guarantees to FIFA and will ensure that all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging the Competitions, in particular those required for complying with this Guarantee shall be enacted and enter into force not later than 1 June 2013. This Guarantee shall be directly applicable and enforceable as of the date of its execution and shall remain valid and fully enforceable regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal provisions are in place to allow FIFA to impose enforcement of this Guarantee.

If applicable, the United Kingdom will provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice. Such translation shall be conducted by a sworn and certified translator specialized in translations of legal documents.

The United Kingdom confirms that all relevant correspondence and discussion shall be conducted in English language.

The signatory confirms to be competent to issue this Guarantee. Under the laws of the United Kingdom, this Guarantee is and shall remain binding, valid and enforceable against the United Kingdom and its Government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the United Kingdom or in its representatives, or any change in the laws and regulations in the United Kingdom.



Rt Hon Alan Johnson MP
Home Secretary

London, 4 December 2009



Home Office

Home Secretary
2 Marsham Street
London SW1P 4DF
www.homeoffice.gov.uk

Federation Internationale
de Football Association (FIFA)
Attn: Mr Joseph S. Blatter
President
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

4 December 2009

Dear Mr President

Government Guarantee No. 2 ('Guarantee') Work Permits

In relation to FIFA Confederations Cup 2017 and 2018 FIFA World Cup™ taking place in England, the Government of the United Kingdom, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the United Kingdom, hereby represents, warrants, ensures and guarantees to FIFA the following:

A Definitions

For the purpose of this Guarantee, the following definitions shall apply:

Competitions – the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™;

Events – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b any seminars, meetings, conferences, workshops, and press conferences;
- c any official public viewing or other fan-related events;
- d any cultural activities, in particular concerts,

- e exhibitions, displays, shows or other expressions of culture;
- e any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f any football matches and training sessions; and
- g any other activities that FIFA considers relevant for the staging, organisation, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Commercial Affiliates – any entities which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA;

FIFA Contractors – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly

authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities;

FIFA Confederations – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a Asian Football Confederation (AFC);
- b Confédération Africaine de Football (CAF);
- c Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d Confederación Sudamericana de Fútbol (CONMEBOL)
- e Oceania Football Confederation (OFC); and
- f Union des Associations Européennes de Football (UEFA)

FIFA Host Broadcasters – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

FIFA Listed Individuals – any individuals accredited to the Events by FIFA, and/or appointee of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public);

FIFA Member Associations – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

FIFA Service Providers – the following legal entities licensed or appointed based on any other contractual relationship by FIFA, or by FIFA's appointees or licensees, in relation to the organisation and staging of the Events:

- a FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create,

extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;

- b FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organisation and staging of the Events; or
- g Providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

FIFA Subsidiaries – any legal entity, resident in the United Kingdom or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Hosting Association – The Football Association, being the national football association officially affiliated to FIFA in England;

LOC – the local organising committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as

well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

Work Permits – any work or employment permits, and/or other permits in connection with staying and working in the United Kingdom that may be required under local laws to enable foreign nationals to work in the United Kingdom.

B Issuance of Work Permits

If Work Permits are required under local laws to enable foreign nationals to work in the United Kingdom, the United Kingdom will ensure that valid Work Permits are issued unconditionally and without delay and regardless of nationality, race or creed, to:

- i FIFA / FIFA Subsidiaries staff and officials and members of the FIFA delegation, including match officials;
- ii FIFA Confederation and FIFA Member Associations staff and officials;
- iii Hosting Association and LOC staff and officials;
- iv FIFA Service Providers staff and officials;
- v FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors staff and officials;
- vi FIFA Listed Individuals;
- vii other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Competitions and/or Events; and
- viii all individuals who can demonstrate their involvement in the staging and hosting of the Competitions and/or Events;

provided that they are entering the United Kingdom in connection with Competitions and/or Events related activities.

C Further Undertakings

The United Kingdom further represents and guarantees to FIFA and will ensure that the applicability of any existing labour legislation (such as limitations on working hours or the use of non-trade union labour) which could restrict any of the above persons from performing their Competitions and/or Events related duties or activities in full shall be suspended in relation to the individuals outlined above for a period commencing on the date of this Guarantee and concluding on 31 December 2018.

Furthermore, the United Kingdom agrees to provide expeditious and high quality administrative assistance, at no cost to FIFA or the persons listed in Sections (i)-(viii), and to nominate a single

point of contact to co-ordinate all Work Permit requests or other labour law related issues.

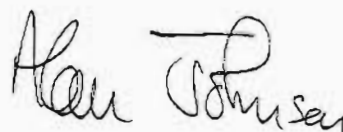
D General Undertakings

The United Kingdom represents and guarantees to FIFA and will ensure that all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging the Competitions, in particular those required for complying with this Guarantee shall be enacted and enter into force not later than 1 June 2013. This Guarantee shall be directly applicable and enforceable as of the date of its execution and shall remain valid and fully enforceable regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal provisions are in place to allow FIFA to impose enforcement of this Guarantee.

If applicable, the United Kingdom will provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice. Such translation shall be conducted by a sworn and certified translator specialized in translations of legal documents.

The United Kingdom confirms that all relevant correspondence and discussion shall be conducted in English language.

The signatory confirms to be competent to issue this Guarantee. Under the laws of the United Kingdom, this Guarantee is and shall remain binding, valid and enforceable against the United Kingdom and its Government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the United Kingdom or in its representatives, or any change in the laws and regulations in the United Kingdom.



Rt Hon Alan Johnson MP
Home Secretary

London, 4 December 2009



HM Treasury
1 Horse Guards Road
London SW1A 2HQ

Mr. Joseph S. Blatter
President
Federation Internationale
de Football Association (FIFA)
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

4 December 2009

Dear Mr President

Government Guarantee No. 3 ('Guarantee') Tax Exemption

In relation to FIFA Confederations Cup 2017 and 2018 FIFA World Cup™ taking place in England, the Government of the United Kingdom, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the United Kingdom, hereby represents, warrants, ensures and guarantees to FIFA the following:

A Definitions

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- a the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b any seminars, meetings, conferences, workshops, and press conferences;
- c any official public viewing or other fan-related events;
- d any cultural activities, in particular concerts,

- e exhibitions, displays, shows or other expressions of culture;
- e any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f any football matches and training sessions; and
- g any other activities that FIFA considers relevant for the staging, organisation, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Commercial Affiliates – any entities which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA;

FIFA Contractors – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly

authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities;

FIFA Confederations – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a Asian Football Confederation (AFC);
- b Confédération Africaine de Football (CAF);
- c Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d Confederación Sudamericana de Fútbol (CONMEBOL)
- e Oceania Football Confederation (OFC); and
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FIFA Host Broadcasters – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

FIFA Listed Individuals – any individuals accredited to the Events by FIFA, and/or appointee of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public);

FIFA Member Associations – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

FIFA Service Providers – the following legal entities licensed or appointed based on any other contractual relationship by FIFA, or by FIFA's appointees or licensees, in relation to the organisation and staging of the Events:

- a FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create,

extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;

- b FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organisation and staging of the Events; or
- g Providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

FIFA Subsidiaries – any legal entity, resident in the United Kingdom or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Hosting Association – The Football Association, being the national football association officially affiliated to FIFA in England;

LOC – the local organising committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as

well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

Tax(es) – any forms of current or future direct and indirect taxation and statutory, governmental and state duties, charges, fees, levies or other assessments, imposts and contributions, which are or will be levied in the United Kingdom by federal, state, municipal or local authorities or by any other authorities or bodies in the United Kingdom on any level including, but not limited to, income taxes (personal or corporate), capital taxes, property taxes, wealth taxes, stamp duties (both on the issuance and on the transfer of securities), gains taxes, withholding taxes, dividend taxes, source taxes, real estate taxes, betterment taxes, value-added taxes, turnover taxes, sales taxes, ad valorem taxes, customs duties, import and export taxes or duties, environment taxes, taxes on financial transactions, social security contributions, pension fund obligations, retirement scheme obligations as well as any interest, penalties, costs and expenses reasonably related thereto.

B Full Tax Exemption of FIFA and FIFA Subsidiaries

- 1 FIFA and/or FIFA Subsidiaries, irrespective of whether resident in the United Kingdom or not, will be fully exempt from any Taxes in the United Kingdom. FIFA and/or FIFA Subsidiaries will be treated as fully Tax exempt entities. The full Tax exemption is not limited to the Events and is not limited time-wise.
 - 2 The exemption stated in this section shall encompass all revenues, profits, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made by or to FIFA and/or FIFA Subsidiaries;
 - 3 This shall, in particular and without limitation, mean:
 - a No Taxes will be levied on any profits made by FIFA and/or FIFA Subsidiaries;
 - b No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made to FIFA and/or FIFA Subsidiaries;
 - c No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made by FIFA and/or FIFA Subsidiaries;
 - d No Taxes will be levied on any services rendered or goods delivered transported, imported or exported by FIFA and/or FIFA Subsidiaries;
 - e No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported to FIFA and/or FIFA Subsidiaries;
 - f Where in exceptional cases for practical reasons in a first phase Taxes are levied on services rendered or goods delivered to FIFA and/or FIFA Subsidiaries (value added taxes, sales taxes or the like), FIFA and/or FIFA Subsidiaries are entitled to a full refund of such Taxes based on an easy refund procedure.
- 4 The exemption stated in this article includes any Taxes, presently existing or to be created in the future.

C Events Related Full Tax Exemption of LOC, FIFA Confederations, FIFA Member Associations, FIFA Host Broadcaster, FIFA Service Providers

- 1 The entities listed below, irrespective of whether resident in the United Kingdom or not, will be fully exempt from any Taxes in the United Kingdom related to any and all taxable events, carried out in the United Kingdom or abroad, to the extent that they are directly or indirectly related to any of the Events. Related to the Events, the entities listed below will be treated as fully tax exempt entities. The Events related full Tax exemption is not limited time-wise. The entities are the following:
 - a LOC;
 - b FIFA Confederations;
 - c FIFA Member Associations, including Hosting Association
 - d FIFA Host Broadcaster; and
 - e FIFA Service Providers.
- 2 The exemption stated in this section shall encompass all revenues, profits, income, expenses, costs, investments and any and all kind of payments, in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications, or (v) remittances, made by or to the entities listed in this section.
- 3 This shall, in particular and without limitation, mean:
 - a No Taxes will be levied on any profits made by the entities listed in this section;
 - b No Taxes will be levied, charged or withheld

- on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made to the entities listed in this section;
- c No Taxes will be levied, charged or withheld on any payments in cash or otherwise, including through (i) the delivery of goods or services, (ii) accounting credits, (iii) other deliveries, (iv) applications or (v) remittances, made by the entities listed in this section;
 - d No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported by the entities listed in this section;
 - e No Taxes will be levied on any services rendered or goods delivered, transported, imported or exported to the entities listed in this section;
 - f Where in exceptional cases for the practical reasons in a first phases Taxes are levied on services rendered or goods delivered to the entities listed in this section (value added taxes, sales taxes or the like), the entities listed in this section are entitled to full refund of such Taxes based on an easy refund procedure.
- 4 The exemption stated in this section includes any Taxes, presently existing or to be created in the future.

D Limited Tax Exemption of FIFA Contractors

- 1 Any FIFA Contractors established, incorporated or organised in a foreign country which carries out activities or operations in the United Kingdom related to the Events or which has an Event related presence in the United Kingdom before and/or during the Events, in accordance with an agreement with FIFA, a FIFA Subsidiary or any entity appointed by FIFA, will neither be deemed as having set up a permanent establishment in the United Kingdom not as qualifying for any other sort of Tax residency in the United Kingdom.
- 2 Without any precondition, an exemption is granted to the FIFA Contractors from any and all Taxes levied on importation or exportation or transportation of goods, services or rights related to the Events, to the extent such goods, services or rights are imported for (i) consumption or use in the United Kingdom by the FIFA Contractors themselves, or (ii) for use in the United Kingdom by the FIFA Contractors with subsequent re-export, or (iii) for use in the United Kingdom by the FIFA Contractors with subsequent donation to sports entities or other legal entities whose purposes are related to the practice of sports and social development or to charity institutions.

- 3 The exemption stated in this section includes any Taxes, presently existing or to be created in the future. The Tax exemption is not limited time-wise.

E Individual Tax Exemptions

- 1 Individuals employed or otherwise hired by FIFA, a FIFA Subsidiary, the LOC, FIFA Confederations, FIFA Member Associations, FIFA Host Broadcasters, FIFA Service Providers, regardless whether these individuals are deemed as Tax residents in the United Kingdom or not, shall not be subject to payment of Individuals Taxes on payments, fringe benefits, reimbursements and any other sort of compensation received from one of the entities above which is not resident in the United Kingdom, but only as regards to payments, fringe benefits, reimbursements and any other sort of compensation received until December 31 of the second year following the year of the Competitions.
- 2 A full Individuals Tax exemption is granted to the FIFA Listed Individuals, contemplated or not in paragraph 1 of this section, who enter and leave the United Kingdom within the period commencing 60 [sixty] days before the first match of, and ending 60 [sixty] days after the final match of any Competition, for Individuals Taxes levied on the compensation received by them, in cash or otherwise, including through the delivery of services or goods, from entities which are not residents of the United Kingdom, provided that such individuals have not expressed the intention to permanently reside in the United Kingdom.
- 3 Any contribution in kind, fringe benefits or reimbursement of expenses (including allowances) to volunteers who assist in the organisation or realisation of any of the Events shall not be deemed as taxable income for any purpose in the United Kingdom.
- 4 The exemption included in this section includes any Individuals Taxes, presently existing or to be created in the future.

F Miscellaneous

- 1 Whenever there is a reference in this Guarantee to any exemption of Taxes, any corresponding ancillary, declaration or reporting obligation of the Tax exempt party shall also be waived (in particular, but not limited to the filing of Tax returns, audited accounts, etc.).
- 2 FIFA will notify on an ongoing basis the Tax

authorities of the United Kingdom about the individuals and legal entities which shall be entitled to the exemptions under this Guarantee.

- 3 The provisions containing specific exemptions in this Guarantee shall in no way be interpreted as to limit the other exemptions set forth in other provisions of this Guarantee.
- 4 Any refund contemplated in this Guarantee in relation to Taxes shall be based on a simple request procedure to be presented at one single point of contact to the Tax authorities of the United Kingdom.
- 5 The exemptions contemplated in this Guarantee shall apply to taxable events and activities occurring as of the signing of this Guarantee.

G Indemnification

Should any of the parties listed in this Guarantee suffer any direct and/or indirect imposition of Taxes as envisaged herein pursuant to the non-compliance with this Guarantee, the United Kingdom shall indemnify and hold them harmless up to the amount of such Tax.

H General Undertakings

The United Kingdom represents and guarantees to FIFA and will ensure that all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging the Competitions, in particular those required for complying with this Guarantee shall be enacted and enter into force not later than 1 June 2013. This Guarantee shall be directly applicable and enforceable as of the date of its execution and shall remain valid and fully enforceable regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal provisions are in place to allow FIFA to impose enforcement of this Guarantee.

FIFA is entitled to require the United Kingdom to provide an amendment of this Guarantee in order to take into account specific Tax regulations or circumstances in the United Kingdom, substantial changes in foreign or international Tax rules or legislation or changes in FIFA's or FIFA Subsidiaries' or other relevant parties' Tax or legal structure any time. We represent and guarantee to FIFA and will ensure that an amendment to this Guarantee will be enacted and that all special laws, regulations and ordinances necessary in this regard will be enacted with no delay.

The competent Tax authorities of the United Kingdom will grant to FIFA and all parties listed in this Guarantee a high level of administrative support and to nominate a single point of contact

for FIFA and the LOC to co-ordinate all requests in relation to any issue addressed in this Guarantee. In particular, we guarantee that we will, if required by FIFA, issue written, unconditional and binding Tax rulings on any Taxation matters outlined in the Bidding Agreement. We guarantee that the organisation, staging and performance of the Competitions will not be hindered or delayed by any handling procedures at any time. The competent authorities will grant highest priority treatment.

If applicable, the United Kingdom will provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice. Such translation shall be conducted by a sworn and certified translator specialized in translations of legal documents.

The United Kingdom confirms that all relevant correspondence and discussion shall be conducted in English language.

The signatory confirms to be competent to issue this Guarantee. Under the laws of the United Kingdom, this Guarantee is and shall remain binding, valid and enforceable against the United Kingdom and its Government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the United Kingdom or in its representatives, or any change in the laws and regulations in the United Kingdom.

Rt Hon Alistair Darling MP
Chancellor Of The Exchequer
HM Treasury
London, 4 December 2009



Home Office

Home Secretary
2 Marsham Street
London SW1P 4DF
www.homeoffice.gov.uk

Federation Internationale
de Football Association (FIFA)
Attn: Mr Joseph S. Blatter
President
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

4 December 2009

Dear Mr President

Government Guarantee No. 4 ('Guarantee') Safety & Security

In relation to FIFA Confederations Cup 2017 and 2018 FIFA World Cup™ taking place in England, the Government of the United Kingdom, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the United Kingdom, hereby represents, warrants, ensures and guarantees to FIFA the following:

A Definitions

For the purpose of this Guarantee, the following definitions shall apply:

Competitions – the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™;

Events – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b any seminars, meetings, conferences, workshops, and press conferences;
- c any official public viewing or other fan-related events;
- d any cultural activities, in particular concerts,

- e exhibitions, displays, shows or other expressions of culture;
- e any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f any football matches and training sessions; and
- g any other activities that FIFA considers relevant for the staging, organisation, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Commercial Affiliates – any entities which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA;

FIFA Contractors – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly

authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities;

FIFA Confederations – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a Asian Football Confederation (AFC);
- b Confédération Africaine de Football (CAF);
- c Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d Confederación Sudamericana de Fútbol (CONMEBOL)
- e Oceania Football Confederation (OFC); and
- f Union des Associations Européennes de Football (UEFA)

FIFA Host Broadcasters – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

FIFA Listed Individuals – any individuals accredited to the Events by FIFA, and/or appointee of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public);

FIFA Member Associations – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

FIFA Service Providers – the following legal entities licensed or appointed based on any other contractual relationship by FIFA, or by FIFA's appointees or licensees, in relation to the organisation and staging of the Events:

- a FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create,

- extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;
- b FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organisation and staging of the Events; or
- g Providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

FIFA Subsidiaries – any legal entity, resident in the United Kingdom or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Hosting Association – The Football Association, being the national football association officially affiliated to FIFA in England;

LOC – the local organising committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as

well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

B Safety and Security Measures

The Government of the United Kingdom and all governmental authorities of the federal, state and local level will procure, at their own costs, the implementation of all necessary safety and security measures required to ensure the safety and security of:

- i FIFA/FIFA Subsidiaries and their staff, officials, guests, representatives and agents and members of the FIFA delegation;
- ii FIFA Confederation and FIFA Member Associations and their staff, officials, team members, guests, representatives and agents;
- iii Hosting Association and LOC and their staff, officials, team members, guests, representatives and agents, including volunteers, stewards and other stadium officials;
- iv FIFA Contractors and their staff, officials, guests, representatives and agents;
- v FIFA Listed Individuals;
- vi Spectators, fans, guests and hospitality customers of the Events; and
- vii all further individuals or entities who can demonstrate any involvement of whatever nature in the Events;

at all times, particularly but not limited to, inside and outside the stadium, other Event locations, training sites, hotels, airports, bus stations, metro stations, train stations, other public transportation stations, media centres, accreditation centres, transportation vehicles or planes, parking areas, routes to the Event locations, training sites, fan areas, public viewing areas, all other sites, whether or not located in the cities that will host or be relevant for the Events, before during and after the Events.

The United Kingdom undertakes, represents and guarantees to FIFA that all necessary armed forces of the United Kingdom as well as all necessary police, fire departments, emergency management, medical forces, anti-epidemic forces, anti-terror units, special units and intelligence units of the federal, state and local level of the United Kingdom will be available, at the United Kingdom's costs, in order to protect and secure the Events, and in order to guarantee the safety, the security and the physical health of the persons and entities mentioned in Sections (i)-(vii) above. Such armed forces as well as police, fire departments, emergency management, medical forces, anti-epidemic forces, anti-terror units, special units and intelligence units will

particularly be used in order to protect, defend and safeguard the persons and entities mentioned in Sections (i)-(vii) against any violent acts, particularly hooliganism and terrorist attacks.

The United Kingdom undertakes, represents and guarantees to FIFA that it shall provide all necessary police or armed forces escorts and other special protection measures at the United Kingdom's costs for the use of teams, match officials and senior members of the FIFA delegations and of FIFA, and other persons designated by FIFA for all travel in the United Kingdom.

C Security Concept

The Government of the United Kingdom will, at its own costs, develop and implement a detailed and comprehensive security concept which contains all necessary security and safety measures, taking into consideration, in particular but not limited to, the experiences gained at previous major sporting or cultural events worldwide, as well as local circumstances and general security considerations, in order to ensure the highest possible standard of security and safety at all times in relation to the Events. The security concept shall take into special account the fact that the FIFA World Cup is one of the most significant sporting events in the world, and draws a high level of public interest worldwide.

D Costs

The United Kingdom shall be responsible to bear all costs, expenses and liabilities in relation to all security and safety measures related to the Events.

E No Liability of FIFA

The United Kingdom guarantees that FIFA and its representatives, employees, agents, servicers and advisors shall not be liable for any damages, losses (including lost profits), claims, proceedings, costs or expenses (including experts' or advisors' fees) or any other parties resulting from or arising out of any security and/or safety incidents, and/or accidents in relation to the Events.

F Indemnity

The United Kingdom accepts full and strict liability for any and all damages of whatever nature resulting from, or arising in connection with any safety and/or security incidents, or accidents in connection with the Events.

The United Kingdom shall fully indemnify, defend and hold harmless FIFA, the FIFA Subsidiaries, and all other entities or individuals mentioned in Sections B.(i)-(vii) above from and against all direct or indirect damages, liabilities, losses (including lost profits), costs and/or

expenses (including experts' or advisors' fees), which such parties may suffer or incur in connection with, resulting from or arising out of any security and/or safety incidents, and/or accidents related to the Events, and/or any violations of the undertakings and guarantees contained in this Guarantee.

G General Undertakings

The United Kingdom represents and guarantees to FIFA and will ensure that all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging the Competitions, in particular those required for complying with this Guarantee shall be enacted and enter into force not later than 1 June 2013. This Guarantee shall be directly applicable and enforceable as of the date of its execution and shall remain valid and fully enforceable regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal provisions are in place to allow FIFA to impose enforcement of this Guarantee.

If applicable, the United Kingdom will provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice. Such translation shall be conducted by a sworn and certified translator specialized in translations of legal documents.

The United Kingdom confirms that all relevant correspondence and discussion shall be conducted in English language.

The signatory confirms to be competent to issue this Guarantee. Under the laws of the United Kingdom, this Guarantee is and shall remain binding, valid and enforceable against the United Kingdom and its Government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the United Kingdom or in its representatives, or any change in the laws and regulations in the United Kingdom.



**Rt Hon Alan Johnson MP
Home Secretary**

London, 4 December 2009



HM Treasury
1 Horse Guards Road
London SW1A 2HQ

Mr. Joseph S. Blatter
President
Federation Internationale
de Football Association (FIFA)
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

4 December 2009

Dear Mr President

Government Guarantee No. 5 ('Guarantee') Bank & Foreign Exchange Operations

In relation to FIFA Confederations Cup 2017 and 2018 FIFA World Cup™ taking place in England, the Government of the United Kingdom, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the United Kingdom, hereby represents, warrants, ensures and guarantees to FIFA the following:

A Definitions

For the purpose of this Guarantee, the following definitions shall apply:

Competitions – the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™;

Events – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b any seminars, meetings, conferences, workshops, and press conferences;
- c any official public viewing or other fan-related events;
- d any cultural activities, in particular concerts,

- e exhibitions, displays, shows or other expressions of culture;
- e any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f any football matches and training sessions; and
- g any other activities that FIFA considers relevant for the staging, organisation, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Commercial Affiliates – any entities which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA;

FIFA Contractors – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly

authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities;

FIFA Confederations – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a Asian Football Confederation (AFC);
- b Confédération Africaine de Football (CAF);
- c Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d Confederación Sudamericana de Fútbol (CONMEBOL)
- e Oceania Football Confederation (OFC); and
- f Union des Associations Européennes de Football (UEFA)

FIFA Host Broadcasters – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

FIFA Listed Individuals – any individuals accredited to the Events by FIFA, and/or appointee of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public);

FIFA Member Associations – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

FIFA Service Providers – the following legal entities licensed or appointed based on any other contractual relationship by FIFA, or by FIFA's appointees or licensees, in relation to the organisation and staging of the Events:

- a FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create,

extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;

- b FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organisation and staging of the Events; or
- g Providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

FIFA Subsidiaries – any legal entity, resident in the United Kingdom or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Hosting Association – The Football Association, being the national football association officially affiliated to FIFA in England;

LOC – the local organising committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as

well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

B Foreign Exchange Undertakings

The unrestricted import and export of all foreign currencies to and from the United Kingdom, as well as the unrestricted exchange and conversion of these currencies into US dollars, Euros or Swiss francs for the following entities and individuals in relation to Competitions and/or Events related financial transactions and activities:

- i FIFA/ FIFA Subsidiaries staff and officials and members of the FIFA delegation, including match officials;
- ii FIFA Confederations staff and officials and FIFA Member Associations staff and officials;
- iii Hosting Association and LOC staff and officials;
- iv FIFA Service Providers staff and officials;
- v FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors staff and officials;
- vi FIFA Listed Individuals;
- vii other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Competitions and/or Events; and
- viii Hospitality customers and spectators of the Competitions and/or Events, and all individuals who can demonstrate any involvement in the Competitions and/or Events.

The United Kingdom represents and guarantees to FIFA that exchange of different currencies shall also be possible within the United Kingdom at the conditions prevailing on the international foreign exchange market.

C General Undertakings

The United Kingdom represents and guarantees to FIFA and will ensure that all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging the Competitions, in particular those required for complying with this Guarantee shall be enacted and enter into force not later than 1 June 2013. This Guarantee shall be directly applicable and enforceable as of the date of its execution and shall remain valid and fully enforceable regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal provisions are in place to allow FIFA to impose enforcement of this Guarantee.

If applicable, the United Kingdom will provide FIFA with an English translation of the relevant

laws, regulations, ordinances (including circulars), other legal instruments and practice. Such translation shall be conducted by a sworn and certified translator specialized in translations of legal documents.

The United Kingdom confirms that all relevant correspondence and discussion shall be conducted in English language.

The signatory confirms to be competent to issue this Guarantee. Under the laws of the United Kingdom, this Guarantee is and shall remain binding, valid and enforceable against the United Kingdom and its Government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the United Kingdom or in its representatives, or any change in the laws and regulations in the United Kingdom.



Rt Hon Alistair Darling MP
Chancellor Of The Exchequer
HM Treasury
London, 4 December 2009

BIS | Department for Business Innovation & Skills

The Rt Hon Lord Mandelson
Secretary of State for Business Innovation & Skills
1 Victoria Street
London SW1H 0ET

Mr. Joseph S. Blatter
President
Federation Internationale
de Football Association (FIFA)
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

4 December 2009

Dear Mr President

Government Guarantee No. 6 ('Guarantee') Protection And Exploitation Of Commercial Rights

In relation to FIFA Confederations Cup 2017 and 2018 FIFA World Cup™ taking place in England, the Government of the United Kingdom, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the United Kingdom, hereby represents, warrants, ensures and guarantees to FIFA the following:

A Definitions

For the purpose of this Guarantee, the following definitions shall apply:

Competitions – the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™;

Events – the Competitions and any and all events or activities directly or indirectly related to the Competitions, officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b any seminars, meetings, conferences, workshops, and press conferences;
- c any official public viewing or other fan-related events;
- d any cultural activities, in particular concerts,

- e exhibitions, displays, shows or other expressions of culture;
- f any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- g any football matches and training sessions; and
- h any other activities that FIFA considers relevant for the staging, organisation, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Commercial Affiliates – any entities which has been or will be granted any media, marketing, sponsorship, licensing or other commercial rights or opportunities, of whatever nature in connection with FIFA and/or the Events and/or any other competitions organised by, or under the auspices of, FIFA;

FIFA Contractors – any individuals and legal entities which have, directly or indirectly, entered into any sort of contractual relationship with FIFA, and/or any individual or entity, directly or indirectly

authorised by FIFA, in relation to the Events, including, without limitation, FIFA Commercial Affiliates, FIFA Service Providers, FIFA Host Broadcaster and any other appointees, licensees or agents of FIFA, as well as sub-contractors of such legal entities;

FIFA Confederations – any confederations representing a group of FIFA Member Associations, including, without limitation:

- a Asian Football Confederation (AFC);
- b Confédération Africaine de Football (CAF);
- c Confederation of North, Central American and Caribbean Association Football (CONCACAF);
- d Confederación Sudamericana de Fútbol (CONMEBOL)
- e Oceania Football Confederation (OFC); and
- f Union des Associations Européennes de Football (UEFA)

FIFA Host Broadcasters – any legal entities licensed or appointed by FIFA, or by FIFA's licensees or appointees in connection with the production of any content and/or material being subject to any media rights, including, without limitation, (i) any still or moving visual-only images, (ii) any audio-only material, including dubbing and commentary, (iii) any audio-visual material, including the basic audiovisual feed (or any supplemental feed), (iv) any text and data in relation to any Events, and (v) any official film or Event-related documentaries in connection with the teams or individuals being involved in the Events;

FIFA Listed Individuals – any individuals accredited to the Events by FIFA, and/or appointee of FIFA, and/or any individuals listed by FIFA, or by any entity formally appointed by FIFA to prepare such list, to participate in any way in any of the Events (not including the general public);

FIFA Member Associations – any national football association officially affiliated to Fédération Internationale de Football Association (FIFA), whether or not participating in either or both the Competitions, and including the Hosting Association;

FIFA Service Providers – the following legal entities licensed or appointed based on any other contractual relationship by FIFA, or by FIFA's appointees or licensees, in relation to the organisation and staging of the Events:

- a FIFA's accommodation inventory coordinators, which shall be one or more general coordinators with the obligations to create,

extend, manage, intermediate or resell any inventory of hotel rooms, office space and other facilities offered by several accommodation providers;

- b FIFA's transportation inventory coordinators, which shall be one or more general coordinators with the obligations to create, extend, manage, intermediate or resell any inventory of transportation services offered by several transportation providers;
- c FIFA's tour operator programme coordinators, which shall be one or more general coordinators with the obligations to manage the tour operator programme designed by FIFA and to select, appoint or license entities to sell a package of certain travel or accommodation services or products in combination with any right to attend an Event;
- d FIFA's ticketing inventory coordinators, which shall be one or more general coordinators with the obligations to produce, manage or sell any rights to attend an Event or to administer ticket allocations as determined by FIFA or to enforce any ticket-related rights by FIFA;
- e FIFA's hospitality providers, which shall be one or more service providers, with the obligations to produce, manage or sell a package of certain hospitality services or products provided inside or outside of an Event venue in combination with any right to attend an Event;
- f FIFA's IT solution providers, which shall be one or more general coordinators or providers with the obligations to develop, manage, implement, operate, maintain and deliver the hardware or software components of the information technology specifically designed for FIFA in relation to the organisation and staging of the Events; or
- g Providers of services or goods that are required for the Events, whenever the respective agreements provide for a compensation structure under which FIFA contractually at least bears the costs, including any fiscal charges, necessary for providing such services or goods;

FIFA Subsidiaries – any legal entity, resident in the United Kingdom or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Hosting Association – The Football Association, being the national football association officially affiliated to FIFA in England;

LOC – the local organising committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as

well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

B General Measures and Protections

The United Kingdom represents and guarantees to FIFA and ensures to FIFA that the following measures and protections will be implemented and operative on the federal, state, municipal, local and other relevant levels by no later than 1 June 2013, if necessary by the issuance of special legislation:

- i the establishment of special 'protected' status for the Competitions and in particular for FIFA's intellectual property rights relating to the Events, such 'protected' status to bestow upon the intellectual property rights so protected the equivalent rights as trademark registrations;
- ii the unauthorised use, reproduction, imitation counterfeiting, or modification of any official symbols of FIFA or the Events, or any other FIFA intellectual property in relation to the Events, as well as to import, export, sell, offer, expose for sale, or conceal official symbols or products resulting from unauthorised reproduction, counterfeiting, or modification of official symbols, will be prohibited by law;
- iii the registration and use of domain names containing FIFA's trademarks will be prohibited by law;
- iv ambush marketing by association in relation to the Events and/or FIFA, namely to promote, or otherwise direct public attention to businesses, products or services in a manner that may induce third parties into erroneously believing that those products or services are approved, authorised or endorsed by FIFA, or are connected to the Events, will be prohibited by law;
- v ambush marketing by intrusion in relation to the Events and/or FIFA, namely to practice, organise, approve, or sponsor any promotional, advertising, or marketing activities through which one targets the audience of the Events, including ticket holders, in order to gain exposure for its businesses, products or services without authorization from FIFA, will be prohibited by law;
- vi any and all acts of 'unfair competition' or 'passing off' in relation to the Events and/or FIFA, will be prohibited by law;
- vii to hold, organise, approve or sponsor a commercial public viewing event related to the Events, unless expressly authorised in writing by FIFA, will be prohibited by law;
- viii the resale or redistribution of match tickets or Event tickets, unless expressly authorised in writing by FIFA, will be prohibited by law;

- ix the use of match tickets or Event tickets in advertising, sales, competitions, sweepstakes, give away, or other promotional activities, or as part of a hospitality or travel package, or the making available or advertising of match tickets or Event tickets for any such purposes, unless expressly authorised in writing by FIFA, will be prohibited by law; and
- x the prohibitions listed above shall be sanctioned by a suitably severe penalty to deter any deliberate breach, subject to a written demand for penalty by FIFA.

C Procedural Measures and Protections

The United Kingdom represents and guarantees to FIFA and ensures to FIFA that the following procedural measures and protections will be implemented and operative on the federal, state, municipal, local and other relevant levels by no later than 1 June 2013, if necessary by the issuance of special legislation:

- i the implementation of expedited examination and registration procedures for all FIFA's trademark, design and (if relevant) copyright applications related to the Events;
- ii the implementation of expedited examination and opposition procedures for all third party trademarks, designs and (if relevant) copyright applications related to FIFA and/or the Events, filled without FIFA's written authorisations;
- iii the grant of special powers to local law enforcement officers to enforce the prohibitions and restrictions outlined in this Guarantee, to seize or confiscate any materials that they reasonably suspect are being used in connection with the breach, and to dispose of/destroy goods used or created in connection with the breach (upon conviction for the breach);
- iv the creation and enforcement of a restricted advertising and street trading zone within, and in the airspace above, a two kilometre (2km) zone around each stadium and other official sites used for the Events, in which the right to conduct commercial activities is subject to approval by FIFA or its appointees;
- v the implementation of expedited enforcement procedures, including judicial procedures, in relation to the enforcement by FIFA of its legal rights in connection with the Events;
- vi the allocation of a suitable number of law enforcement officers to work with FIFA and physically participate in FIFA's rights protection programme, including the participation in patrol teams during the events;
- vii the allocation of sufficient numbers of customs officers to properly control the importation of counterfeit and pirated goods;

- viii the establishment of a national rights protection programme committee to consist of members of the relevant national government departments and agencies (such as the department of trade & industry, the intellectual property office, customs service, public prosecutors office, law enforcement agencies, etc.); and
- ix the establishment of regional rights protection programme committees for each host city, which are to consist of regional members of the relevant bodies as above.

D Further Confirmations regarding Commercial Rights

The United Kingdom also represents and guarantees to FIFA that it unconditionally and irrevocably acknowledges FIFA's legal and beneficial, unrestricted and exclusive ownership of all media rights, marketing rights, ticketing rights, and all other commercial rights related to the Events, as well as of any marks and other intellectual property rights of FIFA related to the Events.

The United Kingdom further represents and guarantees to FIFA, and will ensure, that the United Kingdom will pass, to the extent necessary, special laws designed to ensure full protection of FIFA's ownership of all media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property and shall provide FIFA with the support of officers of relevant authorities, such as police and customs, to assist in the protection of the media rights, marketing rights, ticketing rights, other commercial rights, marks and other intellectual property of FIFA.

The United Kingdom also represents and guarantees to FIFA, and will ensure, that there are and will be no legal restrictions or prohibitions on the sale, advertising or distribution of FIFA Commercial Affiliates' or FIFA Contractors' products, including food and beverages, in the stadiums or other sites for the duration of the Competitions and Events and that there are and will be no legal restrictions or prohibitions on the exploitation of the media rights, marketing rights, ticketing rights, other commercial rights, marks or other intellectual property of FIFA. The United Kingdom agrees that any media, marketing, ticketing or other commercial laws or regulations which interfere with, or impinge upon FIFA's exploitation of the media rights, marketing rights, ticketing rights, and other commercial rights are suspended in respect of the Competition and that FIFA may exploit such rights unfettered in the United Kingdom in a manner of its own choosing. FIFA shall, in particular without limitation, have the full and exclusive control over any news access or

related rights, and fully control all access and accreditation rights to any official sites.

The United Kingdom also represents and guarantees to FIFA that FIFA and each of the entities outlined below shall be permitted unconditionally to conduct business activities in relation to the Events in the United Kingdom:

- i FIFA/ FIFA Subsidiaries;
- ii FIFA Confederations FIFA Member Associations;
- iii Hosting Association and LOC;
- iv FIFA Service Providers;
- v FIFA Host Broadcaster, FIFA Commercial Affiliates and FIFA Contractors; and
- vi Other FIFA partners and their staff whose activities, services or deliveries are important for the organisation, staging, administering, marketing, rights implementation etc. in connection with the Competitions and/or Events.

The entities outlined above shall be entitled, if required, free of charge and on an expedited basis, to register and establish themselves and legally-recognised commercial entities in the United Kingdom, to conduct trade and other commercial activities, to lease business premises, to own property (of all kinds), to employ staff, to enter into contracts of any nature and to conduct legal action in the United Kingdom against third parties.

E General Undertakings

The United Kingdom represents and guarantees to FIFA and will ensure that all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging the Competitions, in particular those required for complying with this Guarantee shall be enacted and enter into force not later than 1 June 2013. This Guarantee shall be directly applicable and enforceable as of the date of its execution and shall remain valid and fully enforceable regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal provisions are in place to allow FIFA to impose enforcement of this Guarantee.

If applicable, the United Kingdom will provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice. Such translation shall be conducted by a sworn and certified translator specialized in translations of legal documents.

The United Kingdom confirms that all relevant correspondence and discussion shall be conducted in English language.

The signatory confirms to be competent to issue this Guarantee. Under the laws of the

United Kingdom, this Guarantee is and shall remain binding, valid and enforceable against the United Kingdom and its Government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the United Kingdom or in its representatives, or any change in the laws and regulations in the United Kingdom.



The Rt Hon Lord Mandelson
Secretary of State for
Business Innovation & Skills
London, 4 December 2009

BIS | Department for Business
Innovation & Skills

The Rt Hon Lord Mandelson
Secretary of State for Business Innovation & Skills
1 Victoria Street
London SW1H 0ET

Mr. Joseph S. Blatter
President
Federation Internationale
de Football Association (FIFA)
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

4 December 2009

Dear Mr. President

Government Guarantee No. 7 ('Guarantee') Telecommunication, Information Technology

In relation to FIFA Confederations Cup 2017 and 2018 FIFA World Cup™ taking place in England, the Government of the United Kingdom, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the United Kingdom, hereby represents, warrants, ensures and guarantees to FIFA the following:

A Definitions

For the purpose of this Guarantee, the following definitions shall apply:

Competitions – the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™;

Events – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b any seminars, meetings, conferences, workshops, and press conferences;
- c any official public viewing or other fan-related events;
- d any cultural activities, in particular concerts,

- e exhibitions, displays, shows or other expressions of culture;
- e any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f any football matches and training sessions; and
- g any other activities that FIFA considers relevant for the staging, organisation, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Subsidiaries – any legal entity, resident in the United Kingdom or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Hosting Association – The Football Association, being the national football association officially affiliated to FIFA in England;

LOC – the local organising committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions

and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

B Telecommunication and Information Technology Undertakings

The United Kingdom guarantees to FIFA the availability throughout England of a telecommunication infrastructure and all relevant services, including, but not limited to, all necessary networks (wireless and fixed line), all associated network cabling and hardware (including termination equipment), all necessary codes and all active and passive components, that will enable all required forms and volumes of telecommunication at state-of-the-art speed and degree of reliance, including wired and wireless national and international telephone, data, audio and video communications for the Competitions and/or the Events.

This telecommunication infrastructure shall conform with (i) the highest international standards and requirements applicable at the time of the Competitions and/or the Events and (ii) the specific requirements that FIFA may define from time to time.

The United Kingdom guarantees that the telecommunications infrastructure shall in particular provide at least fully redundant secured high-speed, high-availability link circuits between each of the stadiums or other Event venues, the international broadcast centres, the international media centres and international gateways at bandwidth and redundancy requirements to be defined by FIFA. The infrastructure includes diverse pathways from the TV-compounds, two (2) independent primary technical areas (PTAs) at every venue and connectivity to two (2) independent telecom exchanges.

The bandwidth and redundancy set up requirements shall be, at a minimum, based at least on the same telecommunication infrastructure and international connectivity and redundant fibre and back up via satellite with several teleports that existed in any country of any previous FIFA World Cup™, in particular but not limited to Germany for the 2006 FIFA World Cup™, at minimum 60 Gbps, provided that they shall take into consideration any relevant technological developments and upgrades available until the year 2018. For the avoidance of any doubt, the telecommunication infrastructure includes adaptation technologies (such as end to end broadcast transmissions solutions), and as a minimum include uplink for one HD channel from each venue for full duration of each match coverage, with the ability to encode the signal in accordance with the technical standards in use

at the time of the event, a downlink at the IBC with ability to receive the above signal from all matches being played at a given time, and guaranteed availability of 36 MHz-minimum satellite transponders, for duration adequate to perform the above backup transmissions.

The United Kingdom also guarantees that the international audio and video connections shall provide fully reliable backup connections from the IBC to international cable networks and to the main satellites, including dual up linking facilities (at the IBC and at fixed earth stations).

The United Kingdom also represents and guarantees to FIFA, and will ensure, that the users of the telecommunication infrastructure will have at their disposal, within and between each relevant location, state-of-the-art voice and data communications technology at all Competitions and/or Events venues and offices, including, but not limited to the FIFA headquarters, referee headquarters, the FIFA venue hotels, team base camps, the international broadcast centres, and the international media centres at bandwidth and redundancy requirements defined by FIFA, and that this infrastructure will be available well in advance of the competitions and/or the Events, in accordance with the timeline as defined by FIFA.

C Costs

All undertakings and guarantees of The United Kingdom in this Guarantee, including the undertaking to provide and support the guaranteed infrastructure, shall be given to FIFA at no specific costs and expenses for FIFA, the LOC, the HCNFA, and/or the users, except that the users (other than FIFA or any of its nominees) of such telecommunication and/or information technology infrastructure may be charged user rates that are customary in the international market and internationally competitive. In addition, such used rates shall not be more expensive than at previous FIFA World Cups and at other major international sporting events. It is acknowledged that in this context, it is the comparison with similar rates which is of importance, and consequently not the cost of putting such infrastructure and services in place in England. The telecommunication services should be marketed and packaged in a specific and relevant manner for the Events. For the avoidance of doubt, FIFA has approval right over any telecommunication rate cards. For FIFA or any of its nominees, no user rates shall be charged.

D General Undertakings

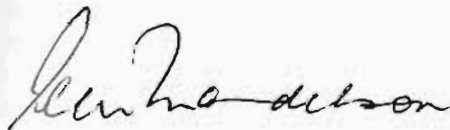
The United Kingdom represents and guarantees to FIFA and will ensure that all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging

the Competitions, in particular those required for complying with this Guarantee shall be enacted and enter into force not later than 1 June 2013. This Guarantee shall be directly applicable and enforceable as of the date of its execution and shall remain valid and fully enforceable regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal provisions are in place to allow FIFA to impose enforcement of this Guarantee.

If applicable, the United Kingdom will provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice. Such translation shall be conducted by a sworn and certified translator specialized in translations of legal documents.

The United Kingdom confirms that all relevant correspondence and discussion shall be conducted in English language.

The signatory confirms to be competent to issue this Guarantee. Under the laws of the United Kingdom, this Guarantee is and shall remain binding, valid and enforceable against the United Kingdom and its Government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the United Kingdom or in its representatives, or any change in the laws and regulations in the United Kingdom.



The Rt Hon Lord Mandelson
Secretary of State for
Business Innovation & Skills
London, 4 December 2009



Ministry of JUSTICE

The Right Hon Jack Straw MP
Lord Chancellor and Secretary of State for Justice
102 Petty France
London SW1H 9AJ

Federation Internationale
de Football Association (FIFA)
Attn: Mr. Joseph S. Blatter
President
FIFA-Strasse 20
CH-8044 Zurich
Switzerland

4 December 2009

Dear Mr President,

Government Guarantee No.8 ('Guarantee') Legal Issues And Indemnification

In relation to FIFA Confederations Cup 2017 and 2018 FIFA World Cup™ taking place in England, the Government of the United Kingdom, represented by the undersigned who are duly authorised to act and provide this Guarantee on behalf of the United Kingdom, hereby represents, warrants, ensures and guarantees to FIFA the following:

A Definitions

For the purpose of this Guarantee, the following definitions shall apply:

Competitions – the FIFA Confederations Cup 2017 and the 2018 FIFA World Cup™;

Events – the Competitions and any and all events or activities directly or indirectly related to the Competitions officially organised, sanctioned or endorsed by, or under the auspices of, FIFA, the LOC, or the Hosting Association, including, without limitation, the following:

- a the FIFA congress, banquets, opening, closing, award and other ceremonies, the preliminary draw, the final draw and any other draws, any mascot launch and other launch activities;
- b any seminars, meetings, conferences, workshops, and press conferences;
- c any official public viewing or other fan-related events;
- d any cultural activities, in particular concerts,

- e exhibitions, displays, shows or other expressions of culture;
- e any events, activities, projects and/or programmes for social and human development as well as environmental protection, other corporate social responsibility, humanitarian or similar charity projects;
- f any football matches and training sessions; and
- g any other activities that FIFA considers relevant for the staging, organisation, preparation, marketing, promotion or winding-up of the Competitions;

FIFA – Fédération Internationale de Football Association (FIFA), a Swiss private law association, being the world governing body of the sport of association football, as well as any FIFA Subsidiaries;

FIFA Subsidiaries – any legal entity, resident in the United Kingdom or not, in which FIFA owns at least 50% (fifty percent) of its capital or voting interest;

Government Declaration – the government declaration issued by the head of the highest national executive governmental authority of the United Kingdom in relation to the Events, including all amendments and additions;

Governmental Guarantees – all governmental guarantees, undertakings, assurances,

representations and warranties issued by the government and/or any other governmental authority of the United Kingdom, irrespective of the governmental level, in relation to the Events, including all amendments and additions;

Hosting Association – The Football Association, being the national football association officially affiliated to FIFA in England;

LOC – The local organising committee established by the Hosting Association which is responsible for the hosting and staging of the Competitions and certain other Events, recognised by FIFA, as well as any and all legal entities in which the LOC owns at least 80% (eighty percent) of their respective capital or voting interest.

B National Anthems & Flags

The national anthem of each competing team may be played before kick-off at every match and before and during any other event or ceremony in relation to the Events as well as that the national flag of each competing team may be flown and/or displayed inside the stadiums. There shall be no discrimination of whatever nature.

C Indemnification

The United Kingdom shall indemnify, defend and hold harmless FIFA, the FIFA Subsidiaries, the Hosting Association and the LOC, as well as all their representatives, employees, advisors, agents, licensees, appointees and service providers, and any other damaged party, for and against all liabilities, obligations, direct or indirect damages (including consequential damages), losses, claims, demands, recoveries, deficiencies, costs or expenses (including but not limited to professional advisors' and attorneys' fees), which such parties may suffer or incur in connection with, resulting from or arising out of any intentional or non-intentional violation or breach of the Government Declaration and/or any Government Guarantees (or any terms thereof). This indemnification shall not limit any specific indemnification given under any other Government Guarantee or the Government Declaration.

D Costs

The United Kingdom shall bear all costs, expenses and liabilities related to the obligations, undertakings, guarantees and assurances as contained in the Government Declaration and the Government Guarantees, including any costs, expenses and liabilities incurred in relation to any activities arising from, or in connection with, the implementation, enforcement and fulfilment of the Government Declaration and the Government Guarantees.

E Specific Legal Undertakings

The United Kingdom undertakes, represents and guarantees to FIFA, and will continue to ensure that:

- a the provisions of the Government Declarations and all Government Guarantees are legally binding, fully valid and fully enforceable in accordance with their terms in the courts of the United Kingdom and they are in proper form for their enforcement in the United Kingdom and there are no further actions required for their enforcement;
- b the Government Declaration and all Government Guarantees are enforceable before independent courts in the United Kingdom;
- c the execution and performance of the obligations, undertakings, guarantees and assurances under the Government Declaration and all Government Guarantees do not violate in any respect any laws or regulations of the United Kingdom, or any decision of any judicial or other competent body or authority in the United Kingdom;
- d all necessary authorisations, consents, licenses, exemptions, filings, notarisations, and other requirements of any competent authorities in the United Kingdom in connection with the execution, performance, validity and enforceability of the Government Declaration and the Government Guarantees have been obtained and/or are in full force;
- e neither the Government nor any other governmental authorities of the United Kingdom will claim any immunity from proceedings brought by FIFA against them in relation to the Government Declaration or the Government Guarantees. The United Kingdom will ensure that no such claim is made and waive all rights of immunity in respect of itself and other government authorities, or its or such other government authorities assets;
- f FIFA, the FIFA Subsidiaries, and all their representatives, employees, advisors, agents, licensees, appointees and service providers will not be deemed to be resident, domiciled or carrying on any commercial activity in the United Kingdom, as a result only of their activities, agreements, or exercise of any rights or obligations related to the Events; and
- g the United Kingdom acknowledges that any breach of the Government Declaration or the Government Guarantees may be deemed a material breach by the LOC or the Hosting Association of the contractual arrangements with FIFA which may lead to an early termination thereof and consequently, the withdrawal by FIFA of the right to organise and stage the Events in England.

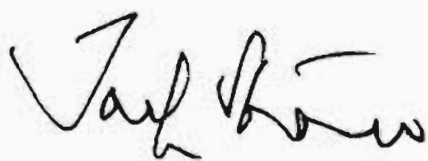
F General Undertakings

The United Kingdom represents and guarantees to FIFA and will ensure that all special laws, regulations and ordinances necessary to establish the conditions required for organising and staging the Competitions, in particular those required for complying with this Guarantee shall be enacted and enter into force not later than 1 June 2013. This Guarantee shall be directly applicable and enforceable as of the date of its execution and shall remain valid and fully enforceable regardless of the fact that certain laws, regulations and ordinances will be enacted at a later stage. The necessary legal provisions are in place to allow FIFA to impose enforcement of this Guarantee.

If applicable, the United Kingdom will provide FIFA with an English translation of the relevant laws, regulations, ordinances (including circulars), other legal instruments and practice. Such translation shall be conducted by a sworn and certified translator specialized in translations of legal documents.

The United Kingdom confirms that all relevant correspondence and discussion shall be conducted in English language.

The signatory confirms to be competent to issue this Guarantee. Under the laws of the United Kingdom, this Guarantee is and shall remain binding, valid and enforceable against the United Kingdom and its Government and all other relevant authorities and bodies, up to, during and following the Competitions, irrespective of any change in the government of the United Kingdom or in its representatives, or any change in the laws and regulations in the United Kingdom.



Rt Hon Jack Straw MP
Lord Chancellor and Secretary
of State for Justice

London, 4 December 2009