Anexa 1 la HCLMT_____

Eurobasket/Feminin 2015	Timisoara
Necesar-lei	Cost estimativ-lei
Cazare + Masa	484 ,1 40 lei
Cazare echipe (5 echipe x 20 pers x 8 nopti x 270 lei = 216.000	216,000 lei
Cazare oficiali (15 pers x 8 nopti x 337 lei = 40.440)	40,440 lei
Cazare invitati VVIP si VIP (50 pers x 5 nopti x 400 lei = 100.000)	100,000 lei
Cazare Staff Fiba Europe (10 pers x 10 nopti x 345 lei = 34.500)	34,500 lei
Cazare Staff FRB (10 pers x 10 nopti x 270 lei = 27.000)	27,000 lei
Cazare Staff TV (20 pers x 8 nopti x 270 lei = 43.200)	43,200 lei
Cazare voluntari experti (10 pers x 10 nopti x 200 lei = 23.000)	23,000 lei
Logistica	96,600 lei
Inchiriere Screen ** (2 buc x 6 zile x 4.600)	55,200 lei
Inchiriere Led-uri ** (6 zile x 6.900 lei = 41.400)	41,400 lei
Onorarii	69,000 lei
Oficiali (15 x 4.600 = 69.000)	69,000 lei
Marketing	230,000 lei
Materiale promotionale (6x info desk, 4x welcome desk, 30 x banner,	230,000 lei
10x mesh, 50x roll up, 5000 x afise, 10.000 x flyere, 1 x spot radio, 1x	
spot tv, 500 X broshure, 2000 X flyer program)	
Necesar alimente locatie	233,150 lei
Apa (7 zile x 1500 l x 1 leu = 10.500)	10,500 lei
Racoritoare (600 doze x 7 zile x 2 lei = 8.400)	8,400 lei
Aparat cafea (5buc x 7 zile x 150 lei = 5.250)	5,250 lei
Staff Catering (20 pers x 5 zile x 65 lei = 6.500)	6,500 lei
Vip Catering (100 pers. X 10 meciuri x 150 lei = 150.000)	150,000 lei
Catering Media (40 pers x 25 lei x 5 zile = 5.000)	5,000 lei
Catering (150 pers x 5 zile x 30 lei = 45 .000)	45,000 lei
Catering petrecere de final	2,500 lei
Total costuri directe	1,112,890 lei
Costuri indirecte (max. 7% din costurile directe)	
TOTAL	
	and the second s

^{**} pretul include transport, montaj si asistenta specializata

DISMC,

Director,

Mihai Coșta

1st Amendment to the

HOSTING AGREEMENT

1. **FIBA Europe e.V.,** Ismaninger Str. 21, 81675 Munich, Germany, represented by its Secretary General, Mr. Kamil Novak

- "FIBA Europe" -

2. **FIBA Europe Properties GmbH,** Ismaninger Str. 21, 81675 Munich, Germany, represented by its Managing Director, Mrs. Yannick Souvré

- "FEP" -

3. **Basketball Federation of Hungary**, Istvánmezei út 1-3, 1146 Budapest, Hungary, represented by its President, Mr. Ferenc Szalay and its Secretary General, Mr. Bodnár Péter

- "Hungarian Federation" -

 Romanian Basketball Federation, BLD Basarabia no 39 Sector 2, 022103 Bucuresti, Romania, represented by its President, Mr. Horia Paun

- "Romanian Federation" -

5. **MKOSZ Sportszervező Kft.**, Istvánmezei út 1-3, 1146 Budapest, Hungary, represented by its Managing Director, Mr. Balázs Molnár

- "LOC" -

The Hungarian Federation and the Romanian Federation shall hereinafter be referred to individually as the "Organiser" and jointly as the "Organisers".

FIBA Europe, FEP, the Organisers and the LOC shall hereinafter be referred to individually as "Party" and jointly as "Parties".

Preamble

On 18 December 2011, the Parties (except for the Romanian Federation and the LOC) entered into a certain hosting agreement providing for certain

y d V

 $\mathcal{M}_{\mathcal{M}_{\mathcal{M}}}$

, 4

rights and obligations with regard to the EuroBasket Women 2015 ("Hosting Agreement").

By decision of 24 March 2012 (confirmed by a decision dated 17 November 2012) the Board of FIBA Europe decided that the Hungarian Federation and the Romanian Federation should be allowed to host the EuroBasket Women 2015 together.

The Hungarian Federation founded the LOC.

The LOC wishes to become a party of the Hosting Agreement and shall assume certain financial obligations under the Hosting Agreement.

The Parties further wish to amend the Hosting Agreement in order to accommodate that the Organisers will co-host the EuroBasket Women 2015.

Article 1 Accession of the LOC

The LOC hereby accedes to the Hosting Agreement with all rights and obligations of the LOC as provided in the Hosting Agreement (including its Annexes and as amended by this Agreement). The other Parties accept the Company's accession to the Hosting Agreement (as amended by this Agreement).

Article 2 Joint hosting of the EuroBasket Women 2015

- 2.1 The Organisers do hereby irrevocably constitute an alliance ("Alliance") for the purposes of jointly co-hosting the EuroBasket Women 2015.
- 2.2 The Organisers hereby undertake towards FIBA Europe, FEP and towards each other to perform the roles and responsibilities as described below:
 - (a) The Hungarian Federation shall be the lead member of the Alliance and shall have the power of attorney from the Romanian Federation for conducting all business for and on behalf of the Alliance during the term of the Hosting Agreement (as amended).
 - (b) The Romanian Federation shall co-organise a part of the EuroBasket Women 2015 by organising 2 venues of the first round.
- 2.3 The Hungarian Federation and the LOC shall be jointly and severally liable towards FIBA Europe and FEP for all obligations and liabilities of an Organiser or the LOC under the Hosting Agreement to the extent that the events and matches played as part of the Event on the territory of the Republic of Hungary are provided in accordance with this Agreement.

Kilo

2

- 2.4 The Romanian Federation and the LOC shall be jointly and severally liable towards FIBA Europe and FEP for all obligations and liabilities of an Organiser or the LOC under the Hosting Agreement to the extent that the events and matches played as part of the Event on the territory of the Republic of Romania are provided in accordance with this Agreement.
- 2.5 The Hungarian Federation and the LOC shall be jointly and severally liable towards FIBA Europe and FEP for all payments to be made to FIBA Europe or to FEP under the Hosting Agreement except for the Hosting Fee; the Romanian Federation shall not be liable for such payments.
- 2.6 The Hungarian Federation holds and shall continue to hold until the end of the EuroBasket Women 2015 all of the shares and voting rights in the LOC at all times.
- 2.7 Each Organiser represents to the other Parties as of the date of this Agreement that:
 - (a) Such Organiser is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Alliance member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - Violate any applicable law presently in effect and (ii) having applicability to it;
 - Violate the memorandum and articles of association, (iii) by-laws or other applicable organisational documents thereof: and
 - (iv) Violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;

Las Mil

- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

Article 3 Hosting Fee

Article 3.1 and 3.2 of the Hosting Agreement shall be replaced by the following provisions

The Hungarian Federation shall pay to FEP a consideration of EUR 400,000 (four hundred thousand Euros), plus any taxes such as VAT or withholding taxes, if applicable ("Consideration Hungary"). The Consideration shall be due and payable in accordance with the following payment schedule:

Amount (in Euro)	Due Date
250,000	30 April 2012
150,000	30 April 2014

FEP acknowledges having received EUR 25,000 from the Hungarian Federation in excess of their obligations to pay the Consideration Hungary under the Hosting Agreement (as amended). FEP shall credit and repay the amount of EUR 25,000 to the Hungarian Federation by 15 November 2014.

In addition to the Consideration, the Hungarian Federation shall pay to FEP EUR 250,000 (two hundred fifty thousand Euros) before 2 January 2012. Such payment shall serve as a deposit as provided in the Bid Dossier.

3.2 The Romanian Federation shall pay to FEP a consideration of EUR 200,000 (two hundred thousand Euros), plus any taxes such as VAT or withholding taxes, if applicable ("Consideration Romania"). The Consideration shall be due and payable on 1 November 2014.

Kild

y And M

Article 4 Confirmed venues

The Parties agree that the EuroBasket Women 2015 shall be held in the venues described in <u>Annex 1</u> to this Agreement. <u>Annex 1</u> shall form an integral part of this Agreement.

Article 5 Remainder of Hosting Agreement

The remainder of the Hosting Agreement shall remain unchanged.

Article 6 Miscellaneous

- 6.1 The changes shall take effect from the date on which this Agreement is duly executed on behalf of all Parties.
- The capitalised terms shall, unless the context otherwise requires, have the meaning ascribed to them in the Hosting Agreement. All other provisions of the Hosting Agreement, in particular the definition of certain terms, shall apply mutatis mutandis to this Agreement.
- 6.3 This agreement shall exclusively be subject to and construed according to the material laws of Germany without having regard to any provision of German law that requires the application of the laws of any other jurisdiction.
- Any dispute arising out or in relation with the present Agreement will be submitted exclusively to the Court of Arbitration for Sport in Lausanne, Switzerland, and shall be resolved definitely in accordance with the Code of Sports-related Arbitration.

5

K d. 6

a l

Munich, this 24.10 - 2014

FIBA Europe e.V.

FIBA Europe Properties GmbH

Yannick Souvré

Managing Director

SD FIRA

EUROPE PROPERTIES

Secretary General

Kamil Novak

Basketball Federation of Hungary

Ferenc Szalay

President

1/

stok Ors

Péter Bodnár

Secretary General

Basketball Federation of Romania

Horia Paun

President

Dan Bercean

Secretary General

MKOSZ Sportszervező Kft.

Balázs Molnár

... Managing Director

] A. A. 1. 18

7

Federația Română de Baschet

Bulevardul Basarabia, nr. 39 București, România

Tel: +40 31 41 57 165 / +40 31 43 78 535

Fax: +40 21 317 04 89

E-mail: federatia@frbaschet.ro

www.frbaschet.ro





Catre: Primaria Municipiului Timisoara

In atentia: Primarului Municipiului Timisoara, domnul Nicolae Robu

Stimate Domnule Primar,

In numele Federatiei Romane de Baschet, doresc sa va retin atentia si sa va informez ca Romania a obtinut o oportunitate deosebita si va organiza, in premiera, in parteneriat cu Ungaria, intrecerile celei de-a 35-a editii a Campionatului European de baschet feminin (Eurobasket Women 2015), in perioada 11-28 iunie 2015. Pe aceasta cale, doresc sa va mai informez ca Federatia Romana de Baschet a inclus ca locatii in dosarul de organizare a EuroBasket Women 2015 doua orase cu o traditie importanta in baschet, situate in apropierea granitei cu Ungaria, respectiv municipiul Timisoara si municipiul Oradea. In aceste conditii, cele doua municipii situate in nord-vestul tarii vor gazdui timp de o saptamana meciurile din prima faza a celei mai importante competitii europene, la startul intrecerilor urmand sa se prezinte cele mai importante 20 de forte baschetbalistice europene, printre care Franta, Spania, Italia, Turcia, Grecia, Rusia, Serbia etc.

Demersurile noastre pentru obtinerea dreptului de organizarea a Eurobasket Women 2015 au avut efectul scontat si datorita garantiilor primite din partea Guvernului Romaniei, dar si asigurarilor venite din partea dumneavoastra ca Primaria Municipiului Timisoara va deveni partnerul FR Baschet la acest eveniment si ne va sprijini din plin pentru a asigura organizarea fara cusur, la cele mai inalte standarde, a unui asemenea eveniment sportiv de anvergura. Avand garantia organizarilor anterioare ireprosabile in municipiul Timisoara (mai multe Campionate Europene de junioare), sunt convins ca, impreuna cu dumneavoastra, dar si cu ceilalti factori implicati in administratia locala, vom asigura din nou o reteta de succes in organizarea acestei competitii deosebit de importante din 2015, evenimentul urmand sa atraga un numar mare de turisti, o imagine deosebita in plan extern si, nu in ultimul rand, sa produca o emulatie in randul membrilor comunitatilor locale.

Tinand cont de toate acestea, va rugam sa aprobati ca Primaria Municipiului Timisoara sa devina, alaturi de Primaria Municipiului Oradea, partenerul oficial al FR Baschet pentru Eurobasket Women 2015, si sa ne sprijiniti financiar cu 900.000 de lei, suma ce reprezinta o parte din costurile totale de organizare, conform devizului estimativ anexat prezentei. Astfel, va rugam sa includeti suma de 900.000 de lei in bugetul pe 2015 al institutiei pe care cu onoare o conduceti, pentru a putea acoperi parte din cheltuielile organizatorice din Timisoara.

In speranta unei colaborari la fel de fructuoase ca si pana in prezent, va multumesc pentru sprijin si intelegere si va asigur de intreaga consideratie a familiei baschetului romanesc.

