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F.#2016R01865

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA

ADDENDUM TO DEFERRED  
PROSECUTION AGREEMENT

- against -

16 CR 634 (PKC)

TORNEOS Y COMPETENCIAS S.A.,

Defendant.

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WHEREAS, the United States and Torneos Y Competencias S.A. ("Torneos") recognize that, pursuant to paragraphs 15 through 29 of the Deferred Prosecution Agreement (the "Agreement") entered into by the parties in the above-captioned case on or about December 13, 2016, Torneos undertook certain obligations concerning the forfeiture of money and property and the payment of a financial penalty;

WHEREAS, among other things, the Agreement obligated Torneos to forfeit a sum certain in the amount of seventy-one million three hundred forty-four thousand eight hundred ninety-five dollars and no cents (\$71,344,895.00) (the "Sum Certain"), to be satisfied by the forfeiture of various assets in which Torneos and/or its affiliates hold a beneficial interest (the "Specific Assets");

WHEREAS, pursuant to the Agreement, certain of the Specific Assets were credited towards payment of the Sum Certain at the time of execution of the Agreement and certain other Specific Assets were to be credited upon their final forfeiture to the United States;

WHEREAS, the Agreement provides for payment of any outstanding balance of the Sum Certain (the "Outstanding Balance") within forty-two months following the date of the Agreement, which date is June 13, 2020 (the "Due Date");

WHEREAS, to date Torneos has complied with its financial obligations arising under the Agreement;

WHEREAS, to date the government has elected, in its discretion, to defer commencement of forfeiture proceedings against an account held in the name of T&T Sports Marketing (the "T&T Account"), as defined in Attachment D to the Agreement, but expects to finally forfeit all funds in this account in the future;

WHEREAS, on or about March 25, 2020, the Honorable Pamela K. Chen, of the United States District Court for the Eastern District Court, entered a Partial Final Order of Forfeiture (the "PFOF") in connection with a related case, captioned United States v. Alejandro Burzaco, 15-CR-252,

pursuant to which, among other things, any and all funds on deposit in Bank Hapoalim account number CH040828170441801000U held in the name of Datisa S.A., and all proceeds traceable thereto (the "Datisa Account"), were finally forfeited to the United States;

WHEREAS, the Agreement contemplates that, upon final forfeiture, one third of the value of the Datisa Account is to be credited towards payment of the Sum Certain;

WHEREAS, pursuant to the Stipulation of Settlement referenced in the PFOF, certain funds due to Datisa S.A. in connection with the sale of media rights to the 2019 edition of the Copa América, in which Torneos has a one-third interest, are to be transferred to the Datisa Account or another account designated by the United States (the "2019 Copa América Funds"); and

WHEREAS, the amounts to be forfeited to the United States by Torneos pursuant to the above-referenced provisions total in excess of the Sum Certain and related financial obligations set forth in the Agreement;

NOW, THEREFORE, in order to ensure that Torneos's interest in the 2019 Copa América Funds and the T&T Account is

credited towards the Sum Certain prior to the Due Date, the parties hereby amend the Agreement as set forth below.

1. The second sentence of Paragraph 18 of the Agreement shall be deleted in its entirety and replaced with the following:

Upon execution of this Agreement, one-fourth (1/4) the value of the T&T Sports Marketing Account (as defined in Attachment D), which reflects the share of such account that TORNEOS hereby represents its wholly-owned subsidiary holds a beneficial interest in, shall be credited towards TORNEOS's payment of the Sum Certain.

2. The third sentence of Paragraph 18 of the Agreement shall be deleted in its entirety and replaced with the following:

Upon entry of a final order of forfeiture as to the Datisa Account (as defined in Attachment D) in favor of the United States, one third (1/3) of the value thereof (which reflects the share of such account that TORNEOS hereby represents Productora holds a beneficial interest in and, for the avoidance of doubt, shall (a) include one third (1/3) of 2019 Copa América Funds following the deduction of expenses incurred, or anticipated to be incurred, by Datisa or its shareholders for Datisa-related work as set out in the Stipulation of Settlement in the Forfeiture Ancillary Proceeding between the United States and Datisa's shareholders dated March 13, 2020, and (b) exclude any Datisa Receivables transferred or deposited into the account in

accordance with paragraph 20 below) shall be credited towards TORNEOS's payment of the Sum Certain.

3. The first sentence of Paragraph 21 of the Agreement shall be deleted in its entirety and replaced with the following:

TORNEOS shall pay any outstanding balance of the Sum Certain portion of the Total Forfeiture Amount in full no later than forty-two (42) months following the date of execution of this Agreement (the "Applicable Due Date").

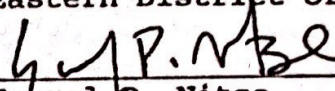
4. Other than the amendments set forth in this Addendum, all other provisions of the Agreement remain in effect. No promises, agreements or conditions have been entered into other than those set forth herein, and none will be entered into unless memorialized in writing and signed by all parties. To become effective, this Addendum must be signed by all signatories listed below. This Agreement may be signed in



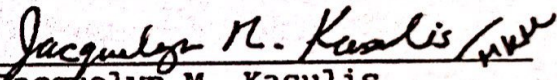
multiple counterparts, all of which together shall be considered one and the same instrument.

Dated: Brooklyn, New York  
June 10, 2020

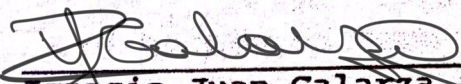
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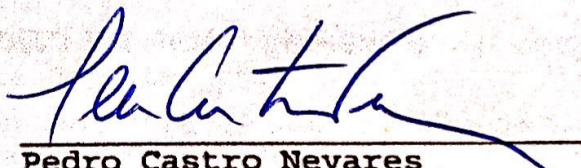
By:   
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Chief, Criminal Division


FOR TORNEOS Y COMPETENCIAS S.A.

  
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