



**REPÚBLICA FEDERATIVA DO BRASIL
FEDERATIVE REPUBLIC OF BRAZIL
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I, the undersigned Sworn Translator and Commercial Interpreter, hereby CERTIFY this is the description and faithful translation of a DOCUMENT written in Portuguese, which I translate as follows:

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[Letterhead paper of São Paulo / São Paulo Turismo / Prefeitura de São Paulo [Saõ Paulo City Hall]]

Financial Administrative and Investor Relations Board

Special Bidding Commission – CEL

Process No. 7210.2020.0000956-3

International Bid no. 001/2020

INTERNATIONAL BID No. 001/2020

EXHIBIT III OF AGREEMENT- CONCESSIONAIRE’S SPECIFICATIONS HANDBOOK

ONEROUS CONCESSION FOR USE OF ANHEMBI COMPLEX FOR REFORM, MANAGEMENT, MAINTENANCE, OPERATION AND EXPLOITATION

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CHAPTER I - THE GUIDELINES

1. General Guidelines

1.1. This document defines the guidelines and the assignments to be fulfilled by the CONCESSIONAIRE for the performance of the PURPOSE of the AGREEMENT.

1.2. In omitted cases, the CONCESSIONAIRE shall request the CONTRACT-LETTING AGENCY’s guidance.

1.3. During the CONCESSION term, the CONCESSIONAIRE shall comply with all minimum and specific requirements of this EXHIBIT and offer sizes equivalent or superior to those featuring the ANHEMBI COMPLEX as described in EXHIBIT III OF INVITATION TO BID- DESCRIPTION REPORT and listed below:

a) existence and a minimum size of EXHIBITION PAVILION or similar structure;



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B) the existence and enlargement of CONVENTION CENTER, or similar structure;
c) existence and a minimum size of Sports Pole and Cultural Center Grande Othello - SAMBADROME, or similar purpose and structure.

1.4. CONCESSIONAIRE is the solely liable for the performance of all works, the performance of all activities and the provision of all resources, whether human and material, required to enable the operation of ANHEMBI COMPLEX and ASSOCIATED PROJECTS that should be inserted therein, provided however in strict compliance with the provisions in this INVITATION TO BID, in AGREEMENT and its EXHIBITS, and especially in the specifications of this EXHIBITS, as well as the applicable legislation.

1.5. The CONCESSIONAIRE, solely and exclusively, is liable for any possible adjustments and / or suitability required for the works, operation and management of ANHEMBI COMPLEX and ASSOCIATED PROJECTS the strict compliance with the minimum guidelines established in the INVITATION TO BID, the AGREEMENT and its EXHIBITS, particularly this EXHIBIT and applicable law.

1.6. If CONCESSIONAIRE is found to have failed to fulfill the requirements set forth herein, the CONTRACT-LETTING AGENCY, at any time, should require formally the necessary adjustments and adaptations, subject to the application of appropriate penalties under the AGREEMENT.

1.7. The CONCESSIONAIRE is solely liable for providing and paying for all permits, licenses, authorizations and approvals to the respective agencies and CONTRACT-LETTING AGENCY entities at the federal, state and municipal levels for the implementation of activities related to this CONCESSION under the AGREEMENT and in accordance with the specifications contained in this EXHIBIT.

1.8. Regarding the issuance of authorizations, permits, licenses above approvals, the CONTRACT-LETTING AGENCY undertakes to use its best efforts on behalf of CONCESSIONAIRE, with regard to interaction with other agencies and entities of the Municipal Administration, which liability however, restricted to the provisions of the AGREEMENT.

1.9. Since attended the final purposes of CONCESSION are fulfilled, the CONCESSIONAIRE, when so wishes, should use process innovations, equipment or other aspects, in order to bring efficiency to the fulfillment of its obligations, duties and interventions on the ANHEMBI COMPLEX.

1.10. The PURPOSE activities shall be in compliance with all technical standards and applicable legal provisions, therein including all changes, substitutions, consolidations and additions, unless otherwise expressly stated.

1.11. The standards of the Fire Department shall be fulfilled as well as Military Police of São Paulo, and other current regulations in force for the flow of people in regular situations and in case of panic, thus preparing the appropriate studies showing compliance with the applicable requirements.

1.12. The designs, works and services to be performed shall ensure architectural and communication accessibility to persons with disabilities or reduced mobility and should be in accordance with the provisions of Municipal Law No. 16,642 / 2017 (Code of Works and Buildings in the City of São Paulo) and other applicable rules, in particular the Federal Laws No. 10,098 / 2000 and No. 13,146 / 2015, Federal Decree No. 5,296 / 2004, the Municipal Decree No. 57,776 / 2017 and the Brazilian standards NBR 9050 and NBR 15599.

1.13. The CONCESSIONAIRE, wherever possible, shall make use of actions that encourage the sustainability, participation and social inclusion, and respect for minorities and vulnerable groups, and these actions shall aim at generating positive externalities that go beyond the perimeter ANHEMBI COMPLEX.

1.14. Operational activities and works related to the performance of the PURPOSE of the AGREEMENT should cause the least possible negative interference in the use of ANHEMBI COMPLEX, its surroundings and its vicinity.

2. Design and Works Guidelines

2.1. The CONCESSIONAIRE shall follow the guidelines contained in this EXHIBIT to carry out all works and interventions, whether mandatory or optional, at ANHEMBI COMPLEX, subject to the concepts of environmental



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sustainability, reduced environmental impact and to the intrinsic elements of ANHEMBI COMPLEX , as previously mentioned and the urban parameters.

2.2. The CONCESSIONAIRE is liable for carrying out all the surveys necessary for the performance of the PURPOSE and OPTIONAL INTERVENTION and ASSOCIATED PROJECTS, according to the guidelines of this EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS , and any information, plans, surveys or other documents provided by the CONTRACT-LETTING AGENCY are merely a reference also those listed in EXHIBIT III INVITATION TO NOTICE- DESCRIPTION REPORT, which use without proper technical checking shall be on the CONCESSIONAIRE's account and risk.

2.3. In performance of the obligations regarding to the preparation of designs and the performance of architectural and engineering services for demolition, renovation, rehabilitation and construction of new buildings, the CONCESSIONAIRE shall comply with the urban parameters in force and follow all applicable standards at the federal, state and municipal sphere.

2.4. In case of demolition of the CONVENTIONS CENTER, a structure designed to meet the assignments forth in this document should include architectural reference to the dome of the current Celso Furtado Auditorium.

2.5. The assignments provided for in item 4 of this EXHIBIT comprise the INTERVENTION PROGRAM containing mandatory interventions, which must be carried out under CONCESSIONAIRE's liability.

2.6. INTERVENTION OPTIONS relate to engineering services that should be proposed by the CONCESSIONAIRE to the ANHEMBI COMPLEX, on an optional basis, to optimize its use and / or better service to USERS.

2.7. For any interventions in ANHEMBI COMPLEX, whether part of INTERVENTION PROGRAM, and OPTIONAL INTERVENTION or ASSOCIATED PROJECTS the following specific guidelines should be also fulfilled:

- a) preserve the purpose of ANHEMBI COMPLEX as a space for conventions, exhibitions and events, providing interventions that could show the recognized values of COMPLEX;
- b) ensure the conditions for the ANHEMBI COMPLEX being suitable to receive *mega international events* (under NBR 16004/2016) in a competitive manner consistent with the competition, offering air-conditioned and efficient spaces;
- c) provide space for conventions and exhibitions with minimal lettable area of 24.000 sqm (twenty four thousand square meters) and a minimum total capacity of 12,000 (twelve thousand) people, in accordance with subsection 4.2 and assignments of this EXHIBIT;
- d) providing at least 74.700m² (seventy-four thousand seven hundred square meters) exhibition space of leasable areas, in accordance with subsection 4.2 and assignments of EXHIBIT;
- e) adapt and modernize structures of Grande Otelo Cultural and Sports Pole- SAMBADROME or provide compatible structure, offering free area throughout the length of the court with fifteen (15) meters wide and fifteen (15) meters high, as well as free meeting and allegory dispersion areas compatible with the carnival and grandstands with at least thirty thousand (30,000) spectators capacity in accordance with subclause 4.2 and assignments of this EXHIBIT;
- f) ensure that ASSOCIATED PROJECTS and existing equipment are integrated with each other and to the ANHEMBI COMPLEX as a whole, in operations that have synergy;
- g) consider ANHEMBI as unique complex and the proposed interventions should not emphasize the split of equipment or separate the use of the equipment set.

2.8. The designs, works and services, where possible, should adopt sustainable practices in the design and construction in order to have energy efficiency and economy in the use of water and other materials, noting also the following guidelines, without limitation to:

- a) the rational use of energy by favoring ventilation and natural lighting in architectural design;



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- b) the use of lighting fixtures and lamps with high luminous efficiency, resulting in low power installed for comfort of the USERS;
- c) prioritizing the use of recyclable materials, which reduce waste and / or debris in the work and can be reused;
- d) efficient design of electrical and hydraulic systems and structural facilities to prevent damage to equipment and materials waste ;
- e) the use of lighting, heating, and air conditioning equipment with high-efficiency energy seals;
- f) the catchment and treatment of rainwater for reuse;
- g) the installation of water saving equipment;
- h) using waterless urinals or low flow activation valves and automatic closing;
- i) waste management generated through the use of selective pick-up, targeting the proper disposal of these materials;
- j) the adoption, in the designs and works, of the implementation of photovoltaic solar panels considering the financial viability of such measure; and
- k) proper management and disposal of waste generated during construction activities, according to the applicable legislation.

2.9. The choice of materials and constructive system of reform, recovery and construction of new buildings should minimize the works impacts such as waste generation, waste water, noise pollution and dust generation in ANHEMBI COMPLEX , seeking a dry work, to reduce the need for waste disposal and focus on the speed of implementation of the structure.

2.10. The CONCESSIONAIRE shall be liable for any kind of liability arising from the demolition, works and improvements performed, and liable for the proper removal of debris, the adoption of appropriate safety measures, implementation and demobilization of worksites and proper disposal of waste, all in accordance with applicable law.

2.11. At the completion of the works, the CONCESSIONAIRE shall remove all camp facilities and worksite as equipment, temporary buildings, debris and remains of materials in order to have the areas used fully cleaned.

2.12. During the performance of works for the construction of any ASSOCIATED PROJECT , where feasible, access and use of other areas of ANHEMBI COMPLEX should be prioritized, enabling the normal operation of its activities and performance concomitantly events

3. Operational Guidelines

3.1. The CONCESSIONAIRE shall submit to the CONTRACT-LETTING AGENCY, for approval within sixty (60) days from the date on which the Transition Commission is convened, the OPERATIONAL PLANS containing the description of the actions to be taken to performance the tasks under its liability and the intended result for the following items:

a) Administration:

i. Administration & Management Plan;

b) Space Use:

i. Occupation, Management and Use of Space Plan;

c) USER' Service

i. Compliance Plan and Experience of USER:

d) Safety and Wellness:

i. Safety Plan;

ii. Fire Prevention and Protection Against Lightning Plan;

iii. Ambulatory Care and Emergency removal Plan ;

iv. Awareness and Inclusion Plan ;

e) Janitorial;

i. Cleaning Plan;



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ii. Infrastructure , Buildings, Equipment and Furniture Conservation Plan;

iii. Natural Resources Conservation Plan;

iv. Solid Waste Management Plan;

3.2. Within 90 (ninety) days from the presentation of OPERATIONAL PLANS above, the CONTRACT-LETTING AGENCY shall express a decision regarding the approval or rejection, and should also request changes.

3.3. The resubmission by CONCESSIONAIRE shall take place within fifteen (15) days from return by CONTRACT-LETTING AGENCY, which, in turn, shall make a statement on the approval of the proposed changes within the same fifteen (15) days, repeating this procedure until final approval by the CONTRACT-LETTING AGENCY of OPERATIONAL PLANS.

3.4. If the OPERATIONAL PLANS have not conflict with this EXHIBIT and with the other terms of the AGREEMENT, INVITATION TO BID and legislation in force, they shall necessarily be approved by the CONTRACT-LETTING AGENCY.

3.5. The OPERATIONAL PLANS should be updated with the CONTRACT-LETTING AGENCY at every ordinary review by the CONCESSIONAIRE, which should take place every three (3) years, when it should be re-submitted to the CONTRACT-LETTING AGENCY for approval, considering the same system of approval provided for in items 3.2 , 3.3 and 3.4 above.

3.6. The OPERATIONAL PLANS should contain the diagnosis of the current situation of the performance of activities and estimate future activities considering the daily routine and events to be performed in ANHEMBI COMPLEX and their ASSOCIATED PROJECTS.

3.7. The OPERATIONAL PLANS should identify the interface areas between the current equipment of ANHEMBI COMPLEX and new equipment and ASSOCIATED PROJECTS that should be implemented by the CONCESSIONAIRE.

3.8. The OPERATIONAL PLANS shall be submitted to the CONTRACT-LETTING AGENCY in digital media, in editable format, such as *.doc* and *.pdf.*, version or otherwise agreed beforehand between the parties.

3.9. Subject to the provisions set forth below, the CONCESSIONAIRE should explore advertising actions within the ANHEMBI COMPLEX, in compliance with the guidelines of competent agencies.

3.10. During thirty (30) days of the preferential use period to be defined in accordance with Clause 15.2.2 of the AGREEMENT, any form of exploitation of commercial and advertising action is prohibited by CONCESSIONAIRE in the area of Grande Otelo Cultural and Sports Pole - SAMBADROME, and such prohibition includes exploitation through the furniture, set design and / or any other accessories such as watches, glasses, etc., but ASSOCIATED PROJECTS are exempted from this prohibition provided however, that should be located in SAMBADROME and have independent access and visual segregation in relation to other structures of SAMADROME.

CHAPTER II - - THE SPECIFICATION

4. Assignments OF INTERVENTION PROGRAM

4.1. Interventions to the compliance of ANHEMBI COMPLEX to the assignments provided for in this EXHIBIT in the AGREEMENT and INVITATION TO BID, which shall be solely under the CONCESSIONAIRE's liability, shall be in its entirety, in the INTERVENTION Program, to be prepared and delivered by CONCESSIONAIRE.

4.2. Subject to the guidelines set forth in the AGREEMENT and in this EXHIBIT, the assignments to be fulfilled by INTERVENTION PROGRAM are:

a) provide space for conventions and exhibitions with minimal lettable area of 24.000 sqm (twenty four thousand square meters) and a minimum total capacity of 12,000 (twelve thousand) people, containing:

i. at least 10.000 (ten thousand square meters) of auditoriums or plenary areas, with at least one plenary hall with 5,000m² (five thousand square meters) minimum area, at least eight (8) meters ceiling height and least five thousand (5,000) people sitting capacity;

ii. at least 8,000m² (eight square meters) of reversible rooms between 120m² and 1,200m²;



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- iii.at least 6,000m² (six square meters) of integrated exhibition halls;
- iv.maintenance or architectural reference to the dome of the current Celso Furtado Auditorium;
- v.keep the nomenclature of Celso Furtado and Elis Regina Auditoriums;
- b) providing at least 74.700m² (seventy-four thousand seven hundred square meters) exhibition space of leasable areas;
- c) adapt and modernize structures of Grande Otelo Cultural and Sports Pole - SAMBADROME offering free area across the length of the court with 15 meters wide and 15 meters high for passing allegory and revelers in the carnival period, as well as of allegories concentration and dispersion areas compatible with the carnival and grandstands with at least 30,000 spectators capacity ;
- d) proposal for bilingual signage and visual communication and accessible of ANHEMBI COMPLEX, subject to the guidelines in sub item 5.2 et seq;
- e) requalification of the entrances and any new access to the ANHEMBI COMPLEX, subject to the guidelines in sub item 5.4 et seq;
- f) providing modernized restrooms, according to the guidelines present in sub item 5.6 et seq;
- g) construction and / or revitalization of the grandstands structure, as provided in sub item 7.5.2 et seq;
- 4.3. The INTERVENTION PROGRAM shall contain book with the description of all interventions to be performed to fulfill the assignments provided for in item 4 of this EXHIBIT, as well as INTERVENTION PLAN and BASIC DESIGNS.
- 4.4. The INTERVENTIONS PLAN shall define: i) the implementation schedule of the planned interventions, containing its different stages; ii) the expected dates for obtaining the proper approvals; and iii) the estimated values for the implementation of intervention.
- 4.5. Within sixty (60) days from the date on which the Transition Commission is convened, the CONCESSIONAIRE shall submit to the CONTRACT-LETTING AGENCY for approval, the INTERVENTION PROGRAM containing INTERVENTION PLAN and BASIC DESIGN referring to all assignments.
- 4.6. Within 90 (ninety) days from the presentation above, the CONTRACT-LETTING AGENCY shall express a decision regarding the approval or rejection of INTERVENTION PROGRAM, and should also request changes.
- 4.7. The resubmission OF INTERVENTION PLAN by CONCESSIONAIRE shall take place within fifteen (15) days from return by CONTRACT-LETTING AGENCY, which, in turn, shall make a statement within the same fifteen (15) days, indicating the terms of version of INTERVENTION PROGRAM approved by the CONTRACT-LETTING AGENCY.
- 4.8. If the INTERVENTION PLAN have not conflict with this EXHIBIT and with the other terms of the AGREEMENT, INVITATION TO BID and legislation in force, IT shall necessarily be approved by the CONTRACT-LETTING AGENCY.
- 4.9. The INTERVENTION PROGRAM of ANHEMBI COMPLEX should be implemented by CONCESSIONAIRE in its entirety, within 42 (forty two) months after the approval of the INTERVENTION PROGRAM.
- 4.10. In addition to interventions provided under INTERVENTION Program, CONCESSIONAIRE should propose, at any time, INTERVENTION OPTIONS and ASSOCIATED PROJECTS, which should not generate burden to the CONTRACT-LETTING AGENCY and shall be accompanied by the schedule of its implementation and the previously created designs for implementation also to be approved by the CONTRACT-LETTING AGENCY on the same terms of the mechanism described in item 4.3 and following, and na provisions in Clause 17th of the AGREEMENT.
- 4.11. The designs relating to the implementation of INTERVENTION PROGRAM should be filed with the competent licensing agencies jointly and within one (1) year from the date of the convening of Transition Commission.



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4.12. After the performance of INTERVENTION PROGRAM, the CONCESSIONAIRE shall report in writing to the CONTRACT-LETTING AGENCY the completion of its implementation, and request the performance of the corresponding measurement, to be carried out jointly by the PARTIES, through specially designated representatives within fifteen (15) days from the CONCESSIONAIRE's request as defined in the AGREEMENT.

4.13. To carry out the checking referred to in the previous item, the CONTRACT-LETTING AGENCY should consider exclusively the operation and use of built interventions under approved BASIC DESIGN.

5. ANHEMBI COMPLEX

5.1. In line with the assignments provided for in item 4 of this EXHIBIT, the CONCESSIONAIRE shall carry out modernization, recovery, review and / or reconfiguration of all systems in ANHEMBI COMPLEX, including but not limited to the physical structures, electrical, hydraulic, sewage, drainage, telecommunications, information technology and air conditioning systems, considering the compliance with safety standards and the new demands of use, according to applicable legislation.

5.2. The CONCESSIONAIRE shall perform the installation of signage and visual communication elements throughout ANHEMBI COMPLEX with standardized visual bilingual (Portuguese and English) language, integrated and accessible in order to enhance the architectural set by elements installation with as signaling, warning and directional posts, identifying all equipment and facilities, including elements in ASSOCIATED DESIGN that should be performed on an optional basis by CONCESSIONAIRE.

5.3. The proposed bilingual signage and visual communication and accessible of ANHEMBI COMPLEX should be consolidated in a communication design, to be submitted to the CONTRACT-LETTING AGENCY with the other designs in the BASIC DESIGNS.

5.4. The CONCESSIONAIRE shall perform the strategic reconfiguration of access to the ANHEMBI COMPLEX to allow separation and public sector division according to areas of use, thus allowing the simultaneous use of the area for different events, minimizing the impact on the surrounding area of ANHEMBI COMPLEX and optimizing the internal flow of the audience.

5.5. The reconfiguration of access under the preceding sub item shall include access control system with electronic technology, and its infrastructure for its installation, and foresee technologies such as:

- a) Bar code readers;
- b) (RFID) Radio Frequency Identification;
- c) magnetic stripe; or
- d) similar that should replace them.

5.6. The CONCESSIONAIRE shall perform the reform, recovery or replacement of all existing restrooms and the installation of new restrooms, in order to comply with current and future demands of the USERS of ANHEMBI COMPLEX .

5.7. The renovation and restoration of existing sanitary and building new restrooms should consider installing male and female restrooms, unisex restrooms with baby changing and accessible restrooms.

5.8. The CONCESSIONAIRE shall maintain all facilities in ANHEMBI COMPLEX in perfect condition and cleanliness, therefore, should carry out the reform and recovery of free areas and connection areas to exhibitions and conventions and other ASSOCIATED PROJECTS.

5.9. ANHEMBI COMPLEX shall have Command Center and Operational Control - CCO, for controlling in an automated manner, the electrical, hydraulic, air conditioning, ventilation and exhaust, generators, control of access, video surveillance, fire detection, general lighting, alarms, doors, elevators, escalators and smoke exhaustion.

5.10. The CONCESSIONAIRE should open access to representatives appointed by the CONTRACT-LETTING AGENCY, to facilities and information Command Center and Operational Control - CCO, by prior schedule between the Parties.



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5.11. ANHEMBI COMPLEX shall have audience monitoring system as well as the circulation between the projects, limiting the entry into premises where access is restricted to employees and the operation of the CONVENTION CENTER, EXHIBITION AND EVENTS, the SAMBADROME, ancillary services and any ASSOCIATED PROJECTS.

5.12. As it is classified as Traffic Generator Pole, the ANHEMBI COMPLEX is subject to obtaining the Guidelines Certificate to be issued by the Municipal Transportation Department - SMT, or agency that should replace it, which contains the parameters to be followed in the building design and the mitigating and compensatory measures arising from the impact of the project, under the Municipal Law No. 15,150 / 2010.

5.13. ANHEMBI COMPLEX shall have Internet and telephone services in all leasable areas, which should be offered for free or charged to USERS.

5.14. The CONCESSIONAIRE shall deliver the entire area of Grande Otelo Cultural and Sports Pole - SAMBADROME for PREFERENTIAL USE by the CONTRACT-LETTING AGENCY in perfect condition and holding events, free from any interference, equipment and / or worksite, despite the CONCESSIONAIRE 's obligations to the implementation of INTERVENTION PROGRAM in line with the provisions in the 15.2 clause of the AGREEMENT.

6. CONVENTION CENTER, EXHIBITIONS AND EVENTS

6.1. CONVENTION CENTER, EXHIBITIONS AND EVENTS should be reclassified, modernized and enlarged according to the minimum guidelines set forth in the INVITATION TO BID, AGREEMENT and its EXHIBITS, in particular this EXHIBIT III AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS and respecting its primary functionality and its main purpose destined to host conventions, events and exhibitions.

6.2. Key features of the CONVENTION CENTER, EXHIBITIONS AND EVENTS after INTERVENTION PROGRAM are:

6.2.1. The modularity, and the architectural and operational solution designed by CONCESSIONAIRE shall allow the use of the ANHEMBI COMPLEX for different sizes events.

6.2.2. The multi-functionality, and the architectural and operational solution designed by CONCESSIONAIRE shall allow the use of the same space in different formats and manners, in order to accommodate different types of conventions, events and exhibitions.

6.2.3. Simultaneity, the architectural and operational solution designed by CONCESSIONAIRE shall allow assembly, holding and disassembly of convention, events and exhibitions concurrently and independently reducing dependence on pre-assembled or provisional devices and ensuring comfort and thermal and acoustic insulation between spaces.

6.2.4. The infrastructure consistent with the standards of comfort, quality and safety currently used in convention centers, events and exhibitions, domestic and international, and in accordance with existing regulations.

6.3. In addition to the guidelines described above, the following guidelines must be fulfilled by the CONCESSIONAIRE :

6.3.1. The CONCESSIONAIRE shall implement an area with easy access for loading and unloading in the CONVENTION CENTER, EXHIBITIONS AND EVENTS of assembly, operation and disassembly material, which allows a minimum and simultaneous flow of trucks into two pathways.

6.3.2. Each building in CONVENTION CENTER, EXHIBITIONS AND EVENTS shall have a main entrance, as well as porches / independent gateways that allow access by modules.

6.4. Every building shall have equipment to enable access control, and monitoring through the Control Center and Operational Command - CCO.

6.5. CONVENTION CENTER, EXHIBITIONS AND EVENTS resulting from INTERVENTION PROGRAM shall involve, among others, the mandatory performance of the following assignments, according for all purposes with the INVITATION TO BID, AGREEMENT and its EXHIBITS:



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- 6.5.1. The revitalization, remodeling, replacement and / or expansion of leasable area of exhibits at least on 74,700 m² (seventy-four thousand seven hundred square meters), therefore, should consider whether or not the area of the Caio de Alcântara Machado Exhibition Pavilion, and should have at least five (5) modules to hold simultaneous and independent events, with ceiling heights suitable for such purpose;
- 6.5.2. The revitalization, remodeling, replacement and expansion of covered leasable area of conventions and events, offering at least 24,000 m² (twenty four thousand square meters) of leasable covered areas of conventions integrated or connected to EXHIBITION PAVILION (not necessarily in the same building) and shall contain at least:
- 6.5.2.1. Twelve (12) modular rooms, none of which should have area less than 120 m² (one hundred twenty square meters), totaling a minimum of 8,000 m² total (eight thousand square meters) of new modular rooms for conventions and meetings;
- 6.5.2.2. A plenary hall at least for five thousand (5,000) people seated, with a minimum area of 5,000 m² (five thousand square meters) and ceiling height at least on eight (8) meters to the fullest extent of the auditorium.
- 6.6. The revitalization of all leasable area of CONVENTION CENTER, EXHIBITIONS AND EVENTS should involve, among other things, its air conditioning and thermal comfort.
- 6.7. Interventions in the exhibition areas should have the adequacy of the floor of the entire area for holding exhibitions so that has floor shall support at least 3000 kg / m² (three thousand kilograms per square meter) weight
- 6.8. In terms of modularity, multifunctionality and concurrency, the leasable area for exhibitions and fairs should be subdivided into modules with different sizes, to be presented in INTERVENTION PROGRAM.
- 6.9. The installation of the Central Service to Exhibitor and registration area in each module shall be foreseen to operate independently.
- 6.10. For concurrency purposes, each module of leasable area for exhibitions and fairs shall have infrastructure that enables its operation independently and should contain the main lobby, box office, advertising space "on-site", loading and unloading area, air conditioning systems, industrial kitchen and an area for catering services, wireless internet network, lighting, sound and acoustic treatment.
- 6.11. In the areas of conventions covered and continuous areas shall be designed as modular rooms at least with 100 m² (one hundred square meters) that allows everyone in the room viewing simultaneously multimedia resources.
- 6.12. Notwithstanding the other guidelines set forth herein, in terms of modularity, multifunctionality and concurrency, the leasable area for conventions and other events should contain cumulatively:
- 6.12.1. at least 8,000 m² (eight square meters) of different modular rooms with at least eight (8) meters ceiling height, considering the minimum sizes shown in item 4.2 ; and
- 6.12.2. space convertible in one (1) room at least with five thousand (5,000) people sitting capacity and plenary or dinner format ,and should also be in modular kind.
- 6.13. For modularity purposes, the leasable area for conventions and other events shall include modular rooms to be divided by removable walls easily handled to accommodate events of all sizes, making the a modular space for different sizes.
- 6.14. For concurrency purposes, the modular rooms should allow independently events, with access and multimedia equipment (projector, projection screen, computer and sound system) and acoustic and visual isolation.
- 6.15. The CONCESSIONAIRE shall ensure its competitive position in the market by installing multimedia equipment in all modular rooms as well as auditoriums, or equipment that should replace them, which should be offered for free or charged to lessees.
- 6.16. Referred multimedia equipment, are not limited to projector, projection screen, computer and sound system suitable and constantly updated to allow ongoing hearing of the presentation clearly and without interference to all users.



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6.17. For the purposes of convertible space into the auditorium or plenary, it should allow the single stage presentation viewing by all USERS.

6.18. The CONCESSIONAIRE shall pay special attention to lighting, acoustics and distribution of air conditioning equipment as well as the modular aspect of the auditorium.

6.19. The lighting of the auditorium should allow separate setting stage and audience.

6.20. The acoustic treatment should be designed to minimize sound distortion and offer hearing comfort to USERS , according to the applicable technical standards of performance. Moreover, the sound insulation shall prevent the emission of noise to the external environment, as well as between different areas and modules of CONVENTION CENTER, EXHIBITION AND EVENTS, and simultaneous translation cabins, according to the relevant technical standards and applicable law.

6.21. The leasable area for conventions and events shall have also:

6.21.1. Administration area shall allow the fulfillment of the administrative, commercial and other activities necessary to the operation of conventions and events;

6.21.2. Foyer area with a high standard of finish, cooled by air conditioning on USERS' demand dedicated to movement, assembly of *coffee break*, small events and other uses according to the CONCESSIONAIRE's management;

6.21.3. At least 200 m² (two hundred square meters) area equipped with lockers of "electronic container" type;

6.21.4. Business Center Room equipped with workstations with computers, reprographic services and fast publishing house for service to the USERS;

6.21.5. Support rooms with various functions and supply of water, electricity and wireless internet;

6.21.6. *VIPs* rooms with restrooms and direct access to auditoriums, supply of water, electricity and wireless internet.

6.21.7. Press rooms with supply of water, electricity and wireless internet.

6.22. The leasable area should be designed so as to promote greater integration between the respective modules and other buildings of the CONVENTION CENTER, EXHIBITION AND EVENTS, should contain multiple combinations.

6.23. In addition, regarding support infrastructure, CONVENTION CENTER, EXHIBITIONS AND EVENTS should have baby care room, accessible restrooms and locker rooms, according to the applicable minimum standards and described below:

6.23.1. toilet with flushing system with dual flow option;

6.23.2. taps with sensors or timers to interrupt the water flow;

6.23.3. sinks in counter (embedded or semi-fitting or overlapping);

6.23.4. Support bars for people with disabilities or reduced mobility (NBR 9050); and

6.23.5. Exhaust system (if there are not enough openings for air renewal).

6.24. In addition to the minimum quantity of leasable areas to the Convention Center, the Concessionaire shall also provide sufficient and necessary support areas for the proper performance of the events proposed for the spaces, such as toilets, administrative areas, projection and translation booths, kitchen and pantry, aisles for proper circulation and areas for loading and unloading, which are not calculated in the minimum leasable size.

7. GRANDE OTELO CULTURAL AND SPORTS POLE - SAMBADROME

7.2. Grande Otel Cultural and Sports Pole - SAMBADROME should be also reclassified, modernized and enlarged according to the minimum guidelines set forth in the INVITATION TO BID, AGREEMENT and its EXHIBITS, in particular this EXHIBIT III AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS and respecting its primary functionality and its main purpose destined to host GRANDE OTELO CULTURAL AND SPORTS POLE - SAMBADROME and exhibitions.



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- 7.3. They are key features of the Grande Otelo Cultural and Sports Pole - SAMBADROME :
- 7.3.1. The enjoyment , architectural and operational solution designed CONCESSIONAIRE shall allow the SAMBADROME use for allegories parades and revelers in carnival period;
- 7.3.2. The multifunctionality, architectural and operational solution designed by CONCESSIONAIRE should allow the use of the same space in different formats and manners, for holding different types of events, particularly in the areas of allegory concentration and dispersion which shall remain free and clear in PREFERRED USE period;
- 7.3.3. The viewing, architectural and operational solution designed by CONCESSIONAIRE should allow viewing the show area for all the grandstands arranged in the longitudinal extension of the block 283;
- 7.3.4. The infrastructure consistent with the standards of comfort, quality and safety currently used in spaces of domestic and international events and in accordance with existing regulations.
- 7.4. In addition to the guidelines described above, the following guidelines must be fulfilled by the CONCESSIONAIRE :
- 7.4.1. The CONCESSIONAIRE shall maintain or implement area with easy access for loading and unloading at Grande Otelo Cultural and Sport Pole - SAMBADROME of assembly, operation and disassembly materials, suitable at least and simultaneously, trucks flow into two pathways, as well as entrance and exit of revelers consistent with operational plans developed by São Paulo Transporters for the PREFERRED USE period ;
- 7.4.2. The CONCESSIONAIRE shall maintain the Equipment location and original nomenclature of Grande Otelo Cultural and Sports Pole- SAMBADROME, paying attention to the report of its original design maintaining the arches of lighting area of the parade;
- 7.4.3. Each grandstands of the Grande Otelo Cultural and Sports Pole- SAMBADROME should have individualized access to ensure the segregated entrance of USERS in the PREFERRED USE period;
- 7.4.4. Every building shall be have equipment to enable access control, and monitoring through the Control Center and Operational Command - CCO.
- 7.5. Grande Otelo Cultural and Sports Pole- SAMBADROME resulting from INTERVENTION PROGRAM shall involve, among others, the mandatory performance of the following assignments, according for all purposes with the INVITATION TO BID and its EXHIBITS:
- 7.5.1. The maintenance of the allegories parade area in the length of the block 283, comprising fifteen (15) meters wide and fifteen (15) meters height, as well as of allegory concentration and dispersion areas according to the sizes in EXHIBIT III of INVITATION TO BID- DESCRIPTION REPORT free of any structures during the PREFERRED USE period;
- 7.5.2. The maintenance or expansion of the grandstands and cabins, comprising at least 30,000 (thirty thousand)seats for viewers, individualized and numbered;
- 7.5.3. The revitalization, modernization or replacement of lighting system of the parade area with minimal lighting conditions (equivalent power and lumens) found at the beginning of the CONCESSION , keeping architectural reference for the lighting arches of the original design;
- 8. ASSOCIATED PROJECTS**
- 8.2. The CONCESSIONAIRE shall explore as its exclusive interest, the ASSOCIATED PROJECTS in CONCESSION AREA, according to this EXHIBIT and the current legislation.
- 8.3. Economic activities to be explored should promote synergy and complements to CONVENTION CENTER, EXHIBITIONS AND EVENTS and the ANHEMBI COMPLEX.
- 8.4. The CONCESSIONAIRE shall submit development plan of ASSOCIATED PROJECTS to be validated by the CONTRACT-LETTING AGENCY, for the adjustment to the guidelines in this EXHIBIT, and in items 4.10, 8.5 and 8.6 in the performance of PURPOSE of this CONCESSION.
- 8.5. According to the AGREEMENT, CONCESSIONAIRE is allowed to explore the following projects previously authorized by the CONTRACT-LETTING AGENCY:



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- 8.5.1. installation and operation of the following administrative services and operational support to USERS that are directly related to SAMBADROME, and directly related to SAMBADROME and CONVENTION CENTER, EXHIBITIONS AND EVENTS. (A) headgear, (b) cabinets and warehouses, and (c) printing services;
- 8.5.2. Installation and operation of financial services, banks and exchange offices;
- 8.5.3. Installation and operation of cinemas, theaters and concert halls up to 1,200 (one thousand two hundred) people capacity ;
- 8.5.4. Installation and operation Multipurpose Arena for sports and leisure activities;
- 8.5.5. Installation and commercial activities operation of small and medium businesses, including pharmacies and convenience stores;
- 8.5.6. Installation and operation of flats and hotels, in different economic categories;
- 8.5.7. Installation and operation of additional spaces for parking of vehicles, and;
- 8.5.8. Installation and operation of food & drinking services in different economic categories.
- 8.6. The exploitation of ASSOCIATED PROJECTS is prohibited intended to:
- 8.6.1. Installation and operation of industrial activity;
- 8.6.2. Installation and operation of worship places;
- 8.6.3. Installation and operation of educational activity in scale ;
- 8.6.4. Installation and operation of gas stations;
- 8.6.5. Installation and operation of unique megastore apart from the others structures of ANHEMBI COMPLEX; and
- 8.6.6. Installation and operation of any activities prohibited by municipal, state and federal law.
- 8.7. Any use that is not provided for in item 8.5 shall be subject to the CONTRACT-LETTING AGENCY's authorization for exploration as ASSOCIATED PROJECT under the AGREEMENT.
- 8.8. The buildings implanted to explore ASSOCIATED PROJECTS shall be reversible at the end of CONCESSION under the AGREEMENT, and the sale of such goods is prohibited .
- 9. OTHER GUIDELINES**
- 9.1 . All the structures provisions under items 5, 6, 7 and 8, shall be fulfilled separately and jointly, for the enjoyment of people, equipment and vehicles, respecting the modularity and concurrency of uses as well as the synergy of activities carried out in ANHEMBI COMPLEX and CONCESSION AREA.
- 9.2. The deadline determined for the completion of INTERVENTION PLAN, the CONVENTION CENTER, EXHIBITIONS AND EVENTS and SAMBADROME should have parking with a minimum number of spaces and other features in accordance with the provisions of applicable laws in force and according to the other parameters established by proper agencies. In particular, the minimum number of spaces shall be ensured as provided in Table 4A of the Municipal Law No. 16,402 / 2016 and features established in the Building and Construction Code , or other standard that should replace them.
- 9.3. Regardless of the architectural solution and construction standards to be adopted by the CONCESSIONAIRE in the building of the parking lot and in addition to the minimum number of spaces for parking vehicles maneuvering area and loading and unloading should also be foreseen, and the paving of the parking area and movement of vehicles shall be of high strength to support the weight of transport of large size machines and equipment and with the proper drainage systems and the permeability percentage according to the relevant environmental guidelines and the legislation in force, when located outdoors.
- 9.4. CONVENTION CENTER, EXHIBITIONS AND EVENTS and SAMBADROME should have areas for the food and beverage services (A & B”) for public service on event days.
- 9.5. The CONCESSIONAIRE shall install bars, cafeterias, restaurants, industrial kitchens and similar in areas adjacent to the leasable area of exhibitions and fairs and conventions.



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- 9.6. The distribution of A & B areas should proportionally occur and be compatible with the needs of the USERS and the profile of each building and type of event.
- 9.7. In addition to mandatory A & B services, under this sub item, the CONCESSIONAIRE should also provide the A & B services in CONCESSION AREA, for service to the ANHEMBI COMPLEX even on days that no event is held at the CONVENTION CENTER, EXHIBITIONS AND EVENTS and SAMBADROME.
- 9.8. CONVENTION CENTER, EXHIBITIONS AND EVENTS and SAMBADROME should also have:
- 9.8.1. Medical care and / or pre-hospital UNIT, which shall provide the service in the event days and should be subject to the rules applicable to its proper operation;
- 9.8.2. Space for the installation of Police Station in location easily accessible and with appropriate signage;
- 9.8.3. Utilities Central and Cold Water, involving the installation of measuring system, power panels, generators, chillers and cooling towers that are part of central cold water with 160 (one hundred sixty) meters long and fifteen (15) meters wide; and
- 9.8.4. Green Area.
- 9.9. In case of demolition of existing structures, the areas to be demolished should be stated in INTERVENTION PROGRAM, by the graphic proof of availability of equivalent or minimum areas required in this assignments.
- 9.10. The demolition of facilities and removal of existing vegetation in CONCESSION AREA, as long as necessary to fulfill the purpose of the CONCESSION and / or development of ASSOCIATED PROJECT shall comply with the relevant environmental guidelines and legislation, and the CONCESSIONAIRE is fully liable for any compensation arising therefrom.
- 9.11. The CONCESSIONAIRE shall be liable to deactivate and demolish the existing facilities, if so provided in its INTERVENTION PROGRAM, which is solely liable for expenses arising from these measures.
- 9.12. The demolition of the existing facilities in CONCESSION AREA should follow the best engineering techniques as well as the requirements set forth herein.
- 9.13. The INTERVENTION PROGRAM shall take place within 48 (forty-eight) months from the Date of Starting Order, including in this term obtaining all necessary licenses and permits, also for the operation of the CONVENTION CENTER, EXHIBITIONS AND EVENTS and SAMBADROME.
- 9.14. CONVENTION CENTER, EXHIBITIONS AND EVENTS and SAMBADROME, including the buildings related to ancillary services to parking and A & B services should have their works and interventions completed by CONCESSIONAIRE, within 48 (forty-eight) months from the Date of Starting Order.
- 9.15. As for the large-scale and high technical complexity of CONCESSION, the CONCESSIONAIRE shall submit to the CONTRACT-LETTING AGENCY, a Work Plan for the implementation of INTERVENTION PROGRAM covering the entire period of CONCESSION, subject to any subsequent changes resulting from technological innovations or efficiency improvements, no later than three (03) months from the PUBLICATION DATE of the AGREEMENT.
- 9.16. The CONCESSIONAIRE shall consider in its Work Plan, environmental, landscape and architectural determinations contained in this EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK, mainly:
- 9.16.1. the inclusion of the project in Arco Tiete and Special Occupation Zone (ZOE), under the Municipal Law No. 16,402 / 2016, No. 16,766, No. 16,886 and Municipal Decree No. 58,623 / 2019;
- 9.16.2. indicating that the buildings and pavements preserve inflows of drainage, avoiding plumbing, lowering of ground water and pollution arising from sewage according to the laws in force;
- 9.16.3. the condition of direct interface of the equipment of ANHEMBI COMPLEX, especially for connection of blocks 283 and 284, as shown in EXHIBIT III of INVITATION TO BID - DESCRIPTION REPORT of the AREA.
- 9.17. The CONCESSIONAIRE shall also consider:



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9.17.1. interventions arising from the occupation of Permanent Preservation Areas (APP) and management of trees to be carried out after obtaining the required authorizations from the SVMA, duly signed environmental compensation in the Environmental Commitment Agreement (TCA), pursuant to Decree No. 53,889 / 13, modified by Decree No. 54,423 / 13, 54,654 / 13 and 55,994 / 15.

9.18. The relevant documentation to the Work Plan shall be submitted to the CONTRACT-LETTING AGENCY in digital media, in .dwg, .xls or .doc and .pdf version, and should contain the following documents:

- a) Table of Contents;
- b) Description Report of the proposed projects, indicating the location of improvements to be incorporated, its technical specifications and the mode of operation of activities concomitant to the works, reforms and interventions of the INTERVENTION PROGRAM, describing the methodologies and technologies it proposes to use;
- c) Draft contemplating, at least:
 - i.the architectural design of the projects, subject to CONCESSION AREA;
 - ii.volumetric analysis;
 - iii.general drawing of implementation, including the Road System and accessibility;
 - iv.study and indication of the accessibility solution and access and internal circulation of people and vehicles, including the compliance with technical Instruction No. 12/2011 by Fire Department;
 - v.internal settings in terms of modularity;
 - vi.characterization of the operational areas, and;
 - vii.overall schedule of the project, containing the modernization stages (design, demolition and construction), with monthly granularity and indicative of final and intermediate deadlines for each activity planned.
- d) Plan to mitigate the environmental impacts caused by the works;
- e) Organization Plan of sustainable worksite, with conscious disposal of inert and recyclable waste;
- f) Adopting constructive system of environmentally sustainable and potential plans for energy efficiency and sustainability certifications (LEED, AQUA or other).
- g) Operational Charges, according to the requirements of this EXHIBIT III of the AGREEMENT-CONCESSIONAIRE'S SPECIFICATIONS covering at least:
 - i.Summary of proposal of Safety Plan;
 - ii.Summary of proposal of Quality Management Plan;
 - iii.Preventive and Corrective Maintenance Plan for the entire infrastructure;
 - iv.Reinvestment Plan;
 - v.Cleaning, collection and removal and waste treatment plan ;
 - vi.Plan to mitigate the environmental impacts caused by operation;
 - vii.First aid care plan, and;
 - viii.Asset Monitoring and Security Plan .

9.19. All the works and interventions provided for in INTERVENTION PROGRAM should be carried out in accordance with the Work Plan submitted by the CONCESSIONAIRE to CONTRACT-LETTING AGENCY.

9.20. The CONCESSIONAIRE shall perform reinvestment in order to maintain the ANHEMBI COMPLEX in full operation condition, as established in the Reinvestment Plan that shall consider the updated financial statements with the values for the fixed assets of the whole park and the inclusion of the improvements made in scope of INTERVENTION PROGRAM.

9.21. The CONTRACT-LETTING AGENCY should require to the CONCESSIONAIRE the preparation of plans for the recovery of delays in the performance of works and other interventions, for full compliance of the Work Plan.

9.22. The CONCESSIONAIRE should propose to the CONTRACT-LETTING AGENCY modifying the designs or specifications for the performance of works and other interventions for improving the technical suitability of the CONCESSION, subject in any case, to the minimum requirements set forth in the AGREEMENT and its



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EXHIBITS, particularly this EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.

9.23. The Work Plan shall be used by the CONTRACT-LETTING AGENCY for follow-up of works and other interventions related to CONVENTION CENTER, EXHIBITIONS AND EVENTS and SAMBADROME.

9.24. The CONTRACT-LETTING AGENCY shall monitor the performance of activities and the fulfillment of the milestones of the Work Plan, protecting the right to inspect and request clarification to the CONCESSIONAIRE whenever the deadlines set forth in the Work Plan should be breached or even whenever understand that CONVENTION CENTER, EXHIBITIONS AND EVENTS and SAMBADROME are not within the required standards, especially with regard to their suitability to this EXHIBIT , notwithstanding the possible application of penalties provided for in the AGREEMENT.

9.25. Follow-up meetings shall be held of the fulfillment of the Work Plan, with periodicity to be defined by the CONTRACT-LETTING AGENCY to carry out inspections and surveys required to determine the compliance of the milestones of the Work Plan.

9.26. Any changes in the Work Plan should be reported to the CONTRACT-LETTING AGENCY at least twenty (20) days, accompanied by the justifications.

CHAPTER III - OPERATION AND MANAGEMENT

10. Operation and Management Assignments

10.2. The operation and management assignments are divided into the following categories: i) administrative, ii) janitorial, iii) use of space, iv) safety and well-being v) service to the USER.

10.3. The CONCESSIONAIRE should perform the lease activity of the space of ANHEMBI COMPLEX for events in delimited times and locations as convenient thereto, except for the PREFERRED USE.

10.4. The CONCESSIONAIRE shall ensure the issue of all licenses, permits and permissions required for performing events in open spaces and equipment of ANHEMBI COMPLEX.

10.5. The rules of this EXHIBIT that involve subcontractors or partnerships made by the CONCESSIONAIRE are at its sole liability. In this sense, the CONCESSIONAIRE shall determine the compliance with the rules and provisions of the AGREEMENT to these companies and require them to submit documents and information necessary to state the compliance.

10.6. The operation and management charges apply to equipment, free areas and other facilities of the ANHEMBI COMPLEX and the interface areas between the ANHEMBI COMPLEX and ASSOCIATED PROJECTS, which should be implemented optionally by the CONCESSIONAIRE.

10.7. The operation and management costs should estimate the activities considering the daily routine and the events to be held in ANHEMBI COMPLEX and its ASSOCIATED PROJECTS.

10.8. Operation and management assignments shall estimate the implementation of mitigating measures for cleaning, traffic and security surrounding the ANHEMBI COMPLEX, in the case of events.

10.9. The OPERATIONAL PLANS relating to cleaning, transit and security should identify the area surrounding the ANHEMBI COMPLEX where mitigation measures shall be implemented according to in the previous item.

10.10. The CONCESSIONAIRE shall keep ANHEMBI COMPLEX in suitable operation conditions for the duration of the AGREEMENT and shall provide, therefore, all the activities necessary to fulfillment of the PURPOSE and this EXHIBIT.

10.11. All events should comply with current legislation, particularly the acoustic isolation and Urban Silence Program (PSIU), and the CONCESSIONAIRE is solely liable for any consequences arising from inadequacies and complaints made by residents of the vicinity of ANHEMBI COMPLEX.

10.12. During PREFERRED USE, the CONTRACT-LETTING AGENCY is liable for operational activities and SAMBADROME management, excluding ASSOCIATED PROJECTS and other definitions made under mutual agreement between the PARTIES.



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11. Administrative charges

11.2. The operation necessary for the administration of the ANHEMBI COMPLEX shall follow the guidelines of the Management and Management Plan, drafted from the guidelines set forth in the sub-items 11.3 up to 11.15.

11.3. The CONCESSIONAIRE and/or its subcontractors shall have, throughout the CONCESSION period, a staff or representatives qualified to perform the activities necessary to comply with the PURPOSE, adopting the best market practices, in order to achieve excellence in the activities that shall be performed in the ANHEMBI COMPLEX.

11.4. The CONCESSIONAIRE or its subcontractors are liable for the employment contracts of its representatives or employees and for the fulfillment of all labor, tax and social security obligations, including those arising from accidents, indemnities, fines, insurance, public health standards and labor regulations.

11.5. The CONCESSIONAIRE or its subcontractors shall provide to their employees the personal protective equipment and other equipment necessary for the performance of their duties, according to legislation in force and safety standards.

11.6. The CONCESSIONAIRE or its subcontractors shall keep up-to-date the registration of its representatives or employees, including at least: (i) full name; (ii) identification document; (iii) position/title; and information shall be made available to the CONTRACT-LETTING AGENCY when requested.

11.6.1. In the formation of the initial work team, the CONCESSIONAIRE shall use the best efforts to hire the employees of the CONTRACT-LETTING AGENCY to work in the typical activities to be transferred to it. Therefore, under the terms provided for in the AGREEMENT, the CONCESSIONAIRE shall receive from the CONTRACT-LETTING AGENCY the curricula of employees of the CONTRACT-LETTING AGENCY for mandatory inclusion in its selective process.

11.7. The CONCESSIONAIRE shall appoint one or more professionals, within its representatives or employees, who have a complete view of all activities related to the PURPOSE, to perform the dialogue with the CONTRACT-LETTING AGENCY during the CONCESSION period.

11.8. All CONCESSIONAIRE's representatives or employees or its subcontractors shall wear uniform and be identified.

11.9. All teams, including security teams, shall wear costumes consistent with weather conditions, aiming at their comfort in performing the activities.

11.10. The CONCESSIONAIRE or its subcontractors shall train their representatives or employees to maintain a cordial and helpful relationship with the USERS of the ANHEMBI COMPLEX, and any distinction of treatment or discrimination is prohibited under the constitutional precepts in force.

11.11. In order to maintaining an appropriate governance of the entire ANHEMBI COMPLEX, the CONCESSIONAIRE should ensure an appropriate relationship with those responsible for other activities related to the ANHEMBI COMPLEX, including the Military Police, Companhia de Engenharia de Tráfego (CET), Sub-district of Santana-Tucuruvi and Casa Verde, Secretaria Municipal de Infraestrutura Urbana e Obras(SIURB) or Municipal CONTRACT-LETTING AGENCY Administration that shall replace it, Municipal Department of Tourism (SMTUR) or Municipal CONTRACT-LETTING AGENCY Administration agency that shall replace it, among others.

11.12. All costs related to infrastructure services inherent to the operation of the ANHEMBI COMPLEX, such as Building Tax and Urban Land Tax - IPTU, water tariff, telephony, internet and electricity of buildings, equipment and facilities, shall be the sole responsibility of the CONCESSIONAIRE.

11.13. The CONCESSIONAIRE is liable for contracting property insurance for all its assets and also for the areas of commercial use inserted in the ANHEMBI COMPLEX, as provided for in the AGREEMENT.



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11.14. The CONCESSIONAIRE shall have an automated management system for integrating all systems related to the operation of the ANHEMBI COMPLEX and that should be audited, if requested by the CONTRACT-LETTING AGENCY.

11.15. The CONCESSIONAIRE shall keep the CONTRACT-LETTING AGENCY informed of details of the performance of the activities to be carried out in the ANHEMBI COMPLEX, and shall respond to any consultation made thereby within 30 (thirty) days from the date of receipt of the consultation.

12. Janitorial assignments

12.2. The operation necessary for the cleaning of the ANHEMBI COMPLEX shall follow the guidelines of the Cleaning Plan, drafted from the guidelines set forth in the sub-items 12.3 up to 12.11.

12.3. The CONCESSIONAIRE shall keep clean, and with good hygienic conditions, all buildings, equipment, facilities, free areas and infrastructure of the ANHEMBI COMPLEX, comprising, but not limited to the cleaning of restrooms and locker rooms, food areas, event areas (before, during and after they are held), inside the buildings, courts, grandstands, furniture, offering a healthy condition for the use of the ANHEMBI COMPLEX.

12.4. The CONCESSIONAIRE shall carry out the cleaning activities of all areas, indoors and outdoors, within the ANHEMBI COMPLEX, so that these areas are kept clean.

12.5. The CONCESSIONAIRE should monitor the events held in the ANHEMBI COMPLEX, in order to prevent and correct any impacts caused to the ANHEMBI COMPLEX and its surroundings, in the shortest possible time, such as placement of temporary bins and restrooms for specific event.

12.6. Restrooms and locker rooms should be constantly sanitized and kept clean and free of unwanted odors, in order to meet the demand of USERS, especially in days and periods of greater flow of people, especially in events.

12.7. The CONCESSIONAIRE shall remove the waste from the bins, as well as the cleaning of the floor and toilets, using disinfectant products and other actions appropriate to the fulfillment of the assignments, at the frequency necessary thereto.

12.8. The CONCESSIONAIRE shall carry out the janitorial service of sanitary facilities and locker rooms, their appliances, fixtures and other components maintaining in good conservation condition and protecting them from any and all acts that feature misuse or deprecation.

12.9. The CONCESSIONAIRE shall provide the necessary hygiene supplies for the proper operation of all toilets of the ANHEMBI COMPLEX, such as toilet paper, soap, hand-drying paper and/or drying equipment.

12.10. The CONCESSIONAIRE shall provide all human, technological, material and necessary inputs for the performance of cleaning and conservation activities of the ANHEMBI COMPLEX.

12.11. The CONCESSIONAIRE, whenever possible, should carry out an ecological cleaning, using cleaning products and methods that are not harmful or that can reduce impacts on the environment and human health and fauna.

12.12. The operation necessary for the conservation of the ANHEMBI COMPLEX should follow the guidelines of the Infrastructure, Buildings, Equipment, and Furniture Conservation Plan, as well as Reinvestment Plan according to item **Erro! Fonte de referência não encontrada.** and from sub items 12.13 up to 12.26.

12.13. The CONCESSIONAIRE shall keep all buildings, facilities, infrastructures, furniture and equipment in the CONCESSION, keeping them updated and in perfect operation conditions, as well as repairing their units and performing, in due time, the replacements required for the obsolescence, wear or end of their useful life, according to the principle of reasonableness.

12.14. The CONCESSIONAIRE should perform preventive and corrective maintenance of the lawn areas, in order to keep it in good condition.

12.15. The CONCESSIONAIRE shall be liable for the management and performance of maintenance, conservation and/ or recovery of all buildings, facilities, infrastructure, furniture and equipment, in order to ensure its uninterrupted and safety availability for USERS, visitors and employees.



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12.16. In the performance of maintenance activities, the recommendations of manufacturers and current standards should be fulfilled in order to maintain the warranty of the use of buildings, facilities, infrastructure, furniture and equipment and operational safety.

12.17. The CONCESSIONAIRE shall be liable for the preventive and corrective maintenance of electrical, hydraulic, building, electromechanical, electronic, refrigeration, air conditioning, ventilation and exhaust systems.

12.18. The CONCESSIONAIRE shall be liable for general maintenance covering paintings, furniture, repairs and replacement of floors, tiles, inserts, among others, of the equipment of the ANHEMBI COMPLEX.

12.19. In events that put at risk the physical integrity of USERS, employees or the preserved assets of the ANHEMBI COMPLEX, the service should be performed immediately, with the proper isolation of the area.

12.20. The operation necessary for the conservation of green areas, gardens, lawns and water resources of the ANHEMBI COMPLEX should follow the guidelines of the Natural Resources Conservation Plan, and should be approved by the CONTRACT-LETTING AGENCY.

12.21. The CONCESSIONAIRE shall keep all plant elements, current or future of the ANHEMBI COMPLEX in excellent conservation condition, and shall perform fertilization, cutting, pruning, suppression, replanting, transplants and other actions necessary for the maintenance and conservation of these elements, according to legislation in force.

12.22. The CONCESSIONAIRE shall be liable for observing tree individuals that require pruning or suppression, and shall issue a technical report attesting to the need for action, which should be submitted to the analysis and approval of the CONTRACT-LETTING AGENCY, in order to avoid risks of fall and/or accidents in the ANHEMBI COMPLEX or in its vicinity.

12.23. Emergency situations shall be reported immediately to the CONTRACT-LETTING AGENCY, so that the solution is promptly implemented.

12.24. On the suppression of a tree, the CONCESSIONAIRE should preferably replace it, after consulting the CONTRACT-LETTING AGENCY, by a native specimens of the Atlantic Forest, except in the case of a provision contrary to the licensing conditions.

12.25. The CONCESSIONAIRE should adopt practices that minimize the use of inputs aggressive to environmental for the conservation of plant elements of the ANHEMBI COMPLEX strictly in accordance with legislation in force.

12.26. The CONCESSIONAIRE, if applicable, shall prepare and pay technical reports for the recovery of environmental liabilities that occurred before the DATE OF PUBLICATION OF THE AGREEMENT OF THE ANHEMBI COMPLEX, to be carried out by duly qualified technical responsible.

12.27. The operation required for the management of solid waste of ANHEMBI COMPLEX should follow the guidelines of the Solid Waste Management Plan, as exposed in the items 12.28 up to 12.33.

12.28. The CONCESSIONAIRE shall be liable for the disposal of waste generated in the premises of the ANHEMBI COMPLEX, from the visitation and administrative and operational activities, from its pick-up and storage to its final disposal.

12.29. The CONCESSIONAIRE should adopt good practices in relation to solid waste management, such as non-generation, reduction, reuse, selective collection, recycling, composting, bio digestion, reverse logistics, preliminary treatment of solid waste and preference for the environmentally appropriate final disposal of waste.

12.30. The CONCESSIONAIRE should keep the bins of the ANHEMBI COMPLEX available to receive new waste, preventing the access of wild and domestic animals, either through constant emptying or the use of existing technologies for this purpose.

12.31. The CONCESSIONAIRE should implement awareness campaigns for the correct disposal of solid waste, aiming to improve the relation between USERS and waste produced by them.

12.32. The CONCESSIONAIRE shall keep a quantitative record of the waste generated in the ANHEMBI COMPLEX, informing its origin, type and final destination.



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12.33. The CONCESSIONAIRE shall keep up-to-date technical reports, issued by a qualified and recognized service provider, that certifies that all CONCESSION AREAS are free of pest infestations such as rats, cockroaches, harmful insects and others that should pose risks to the flora, fauna, USERS and equipment of the ANHEMBI COMPLEX.

13. Operation of use of the ANHEMBI COMPLEX

13.2. The operation required for the management of space of the ANHEMBI COMPLEX should follow the guidelines of the Space Use Management Plan, as exposed in the sub-items 13.3.

13.3. The CONCESSIONAIRE should carry out or promote activities that allow to intensify the use of equipment and areas that are part of the ANHEMBI COMPLEX and its ASSOCIATED PROJECTS, considering the concurrency of the use of the various spaces, in order to attract a greater number of USERS.

13.4. The CONCESSIONAIRE shall handle the area of the SAMBADROME to the CONTRACT-LETTING AGENCY on dates to be agreed between the parties, in accordance with clauses 15.6 and 15.7 of the AGREEMENT that govern the PREFERENTIAL USE.

13.4.1. The operation of the SAMBADROME area during preferential use shall be the sole liability of the CONTRACT-LETTING AGENCY, as well as the responsibility for the structures, safety and well-being of users and janitorial during the period;

13.4.2. The CONTRACT-LETTING AGENCY shall also liable for complying with all the rules for holding events and civil liability on USERS during the period of PREFERENTIAL USE.

14. Safety and well-being aspects

14.2. The operation required for the safety of USERS shall follow the guidelines of the Security Plan, which shall be approved by the CONTRACT-LETTING AGENCY.

14.3. The CONCESSIONAIRE shall implement a monitoring system for the actual and real-time control of the areas internal to the ANHEMBI COMPLEX, as specified in the item 5.9 and following, integrating the monitoring system to the Command and Control Center - CCO and the City Cameras Program, or another that should replace it.

14.4. The CONCESSIONAIRE should establish the estimates of security teams and their integration with the virtual monitoring system and other technological resources used in this operation.

14.5. The entire CONCESSION area should be monitored for unarmed preventive security, through patrol or stationary stations.

14.6. The entire security operation should be carried out based on the principles of prevention and inhibition of improper actions and the mediation and peaceful resolution of conflicts, adopting preventive measures to occurrences to the detriment of coercive actions.

14.7. Under no circumstances security teams should take discriminatory measures against minorities and vulnerable social groups in performance of their tasks.

14.8. Security teams shall have in its staff prepared and qualified to receive USERS and serve them in a cordial and willing manner.

14.9. The CONCESSIONAIRE shall make available, in the case of events, the mobile staff necessary for its performance under satisfactory conditions of safety to USERS.

14.10. The CONCESSIONAIRE shall ensure, in the case of events, that the security team is able to communicate clearly with the audience inside and outside the ANHEMBI COMPLEX, through a clear and efficient communication system, which allows alerting USERS in case of emergency.

14.11. The CONCESSIONAIRE should support the competent authorities in policing actions and in the activities of monitoring actions within the ANHEMBI COMPLEX.

14.12. The CONCESSIONAIRE should act jointly, complementarily and in coordination with the Metropolitan Civil Guard (GCM) and Military Police (PM), according to the Security Plan.



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14.13. The CONCESSIONAIRE shall maintain, update and share with the CONTRACT-LETTING AGENCY a system of registration of all occurrences of violations and suspicious activities, with a detailed description of the occurrence, location and measures taken.

14.14. The CONCESSIONAIRE shall be liable for the management of the gatehouse and /or accesses of the ANHEMBI COMPLEX, maintaining the monitoring, in order to ensure adequate access control.

14.15. Access to the ANHEMBI COMPLEX should be monitored virtually permanently.

14.16. The CONCESSIONAIRE shall perform the digital registration of all vehicles that entered the ANHEMBI COMPLEX and leave, keeping this record stored and available.

14.17. The CONCESSIONAIRE is prohibited from sharing of records of occurrences, images and control of access of vehicles with any party without the formal approval of the CONTRACT-LETTING AGENCY, except in the case of a court order.

14.18. The operation required for fire prevention and combat and protection against electrical discharges, including emergency situations, should follow the guidelines of the Plan for Fire Prevention and Combat and Protection against Atmospheric Discharges, drafted from the guidelines set forth in the sub items 14.19 up to 14.22.

14.19. The CONCESSIONAIRE shall keep the fire equipment distributed throughout the ANHEMBI COMPLEX in good conditions of use, perform tests and refills according to the current legislation.

14.20. The CONCESSIONAIRE shall maintain among its employees a trained team of fire brigade in the buildings under its responsibility, in accordance with the legislation in force.

14.21. The CONCESSIONAIRE shall keep the buildings properly marked, with the types of fire extinguishers available, hydrants and signs indicating the escape routes.

14.22. The CONCESSIONAIRE should draft a mapping of the areas susceptible to atmospheric discharges and mitigation actions throughout the CONCESSION area.

14.23. The operation required for the prompt service of USERS due to the occurrence of accidents or health problems within the ANHEMBI COMPLEX and the performance of preventive and educational activities should follow the guidelines of the Outpatient Care Plan and Emergency Removal, according to sub-items 14.24 and 14.25.

14.24. The CONCESSIONAIRE shall maintain an outpatient emergency care and first aid service for cases that occur with USERS within the ANHEMBI COMPLEX.

14.25. On days of intense use of the ANHEMBI COMPLEX, especially on weekends, holidays, festivities and events, the CONCESSIONAIRE should incorporate emergency removal service to the outpatient service.

15. USER' Service

15.2. The service to USER should be carried out from the guidelines of the Service Plan and Experience of USER, from the items 15.3 up to 15.11, focusing on maximizing the USER's experience, good relations between USERS and employees and respecting the social plurality that makes up all USERS.

15.3. The CONCESSIONAIRE shall provide a relationship platform with the USER, and should opt for application and / or other means of digital dissemination of programming and activities carried out in the ANHEMBI COMPLEX, containing information such as: i) programming, areas of food services, restrooms and parking; (ii) historical and cultural information; iii) opening hours; and iv) space for sending suggestions and complaints.

15.4. The CONCESSIONAIRE should use the means available to avoid the formation of queues for access to events and service facilities to USERS, such as advance and decentralized sale of tickets and tickets for food services.

15.5. Restrooms should be available to USERS throughout the period in which the ANHEMBI COMPLEX is open.

15.6. The CONCESSIONAIRE should provide information service to the visitor of the ANHEMBI COMPLEX, in a place of easy access and visualization, that offers relevant information, to improve the USERS' experience. The information will preferably be provided in bilingual version (Portuguese and English).



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15.7. The CONCESSIONAIRE shall ensure the supply of drinking water to USERS in all drinking fountains of the ANHEMBI COMPLEX.

15.8. The CONCESSIONAIRE should provide the offer of varied food services in the ANHEMBI COMPLEX, relating option with affordable pricing, quality and agility in the service rendered.

15.9. The services of cargo loading and unloading and passengers boarding and disembarking in the areas of access to the ANHEMBI COMPLEX should cause minimal impact within the ANHEMBI COMPLEX and its surroundings, and should be carried out in areas specially designed and built for this purpose.

15.10. The CONCESSIONAIRE or its subcontractors should not adopt discriminatory attitudes within the ANHEMBI COMPLEX and its surroundings.

15.11. The CONCESSIONAIRE should draft and make available a plan with accessible routes in the ANHEMBI COMPLEX, as an integral part of the Service Plan and USER's Experience, identifying routes and accessible equipment, and other measures that improve the USERS' experience with disabilities and reduced mobility.

CHAPTER IV - COMMERCIAL EXPLOITATION

16. ANCILLARY REVENUES

16.1. The CONCESSIONAIRE should explore economic activities, according to its exclusive interest through ASSOCIATED PROJECTS in the ANHEMBI COMPLEX, subject to the AGREEMENT and the legal provisions in force.

16.2. The economic activities to be explored through ASSOCIATED PROJECTS and support structures should promote synergy and complementarity to the ANHEMBI COMPLEX, in order to expand and intensify current uses and introduce new uses, including but not limited to:

16.2.1. Installation and operation of activities related to:

- a) financial activities such as ATMs, bank branches and exchange offices;
- b) food and drink, in different economic categories;
- c) leasing of workspaces, equipped or not, including shared production spaces;
- d) recreation, entertainment, sport and leisure such as movies, theater, shows, events, including sports, cultural fairs and various exhibitions.

16.2.2. Installation and operation of commercial activities, including gastronomy, convenience, souvenir, pharmacies, shops and markets.

16.2.3. Hospitality areas such as cabins and waiting rooms.

16.2.4. Installation and operation of vehicle parking lot, which shall have specific spaces reserved for the elderly persons and disabled people or with reduced mobility, available for daily use and at events, according to applicable legislation.

16.3. The buildings and free spaces implemented for the exploitation of economic activities through ASSOCIATED PROJECTS and support structures and equipment shall be considered as REVERSIBLE ASSETS at the end of the CONCESSION, in accordance with the AGREEMENT, which disposal is prohibited.

CHAPTER V – INTERVENTION COMMISSION

17. Intervention Commission

17.1. Within thirty (30) days from the DATE OF STARTING ORDER, the CONTRACT-LETTING AGENCY shall convene an Intervention Commission to act in the processing of all Plans and =Designs defined in this EXHIBIT, aiming at its full approval, within the indicated deadlines.

17.2. The Intervention Commission shall have 5 (five) members, 3 (three) from the CONTRACT-LETTING AGENCY and 2 (two) from the CONCESSIONAIRE, to be appointed, by formal notice, within 15 (fifteen) days after the DATE OF STARTING ORDER.



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17.3. The Intervention Commission shall support the dialogue with the agents involved in the activities related to the Plans and Designs, the obtaining of documents and information, among other issues.

17.4. The Intervention Commission shall ensure that the PARTIES have free access to the information necessary for the drafting of Plans and Designs .

17.5. The Intervention Commission shall remain active until the Issuance of a Definitive Term of Acceptance of Works, 85 (eighty-five) days after the completion of the INTERVENTION PROGRAM.

SOLE APPENDIX - Schedule for the performance of CONCESSIONAIRE’s activities

The table and flowchart presented below schematically illustrate the deadlines established, both in the AGREEMENT and in this EXHIBIT III – CONCESSIONAIRE’S SPECIFICATIONS HANDBOOK, relating to the milestones associated with the CONCESSIONAIRE’s activities to be performed after the DATE OF STARTING ORDER.

MILESTONES AND DEADLINES OF THE CONCESSIONAIRE’S OBLIGATIONS

Milestone	Term	Contractual Device
Convene of the Prevention Commission and Settlement of Controversies	30 (thirty) days from Date of Starting Order	36th Clause of AGREEMENT
Convene of the Intervention Commission	30 (thirty) days from Date of Starting Order	Item 17 of this EXHIBIT
Compliance with the TRANSFER OF OPERATIONAL MANAGEMENT	60 (sixty) days from START DATE OF ORDER	8th clause of AGREEMENT
Presentation of OPERATIONAL PLANS	Up to 60 (sixty) days from the convene of the Intervention Commission	Item 3.1 of this EXHIBIT
CONTRACT-LETTING AGENCY’s statement regarding OPERATIONAL PLANS	Up to 90 (ninety) days from the submission of OPERATIONAL PLANS	Item 3.2 of this EXHIBIT
Resubmission of OPERATIONAL PLANS	Up to 15 (fifteen) days after CONTRACT-LETTING AGENCY’s statement	Item 3.3 of this EXHIBIT
CONTRACT-LETTING AGENCY’s final statement regarding the resubmission of OPERATIONAL PLANS	Within fifteen (15) days after resubmission	Item 3.3 of this EXHIBIT
Submission of the INTERVENTIONS PROGRAM TO THE CONTRACT-LETTING AGENCY.	Up to 60 (sixty) days from the convene of the Intervention Commission	Item 4.5 of this EXHIBIT
CONTRACT-LETTING AGENCY’s statement regarding INTERVENTION PROGRAM	Up to 90 (ninety) days from the submission of INTERVENTION PROGRAM	Item 4.6 of this EXHIBIT
Resubmission of INTERVENTION PROGRAM	Up to 15 (fifteen) days after CONTRACT-LETTING AGENCY’s statement	Item 4.7 of this EXHIBIT



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MILESTONES AND DEADLINES OF THE CONCESSIONAIRE'S OBLIGATIONS

Milestone	Term	Contractual Device
CONTRACT-LETTING AGENCY's final statement regarding the resubmission of INTERVENTION PLANS	Within fifteen (15) days after resubmission	Item 4.7 of this EXHIBIT
Receipt of the designs of the INTERVENTION PROGRAM in the competent licensing agencies	Up to 1 (one) year after convene of the Intervention Commission	Item 4.11 of this EXHIBIT
Full implementation of INTERVENTION PROGRAM	Up to 42 (forty-two) months from the approval of INTERVENTION PROGRAM	Item 4.9 of this EXHIBIT
Notice to the CONTRACT-LETTING AGENCY on the termination of the works of the INTERVENTION PROGRAM and request for inspection	After completion of the works of the INTERVENTION PROGRAM	Item 4.12 of this EXHIBIT
Performance of the joint inspection of the works of the INTERVENTION PROGRAM	Within 15 days from the CONCESSIONAIRE's request to this effect of to the CONTRACT-LETTING AGENCY.	Item 4.12 of this EXHIBIT
Implementation of any corrections to the works of the INTERVENTION PROGRAM	Within 30 days from the CONTRACT-LETTING AGENCY's request to this effect, extendable for an equal period upon formal justification and prior authorization	Sub clause 16.6.1 of AGREEMENT.
Performance of a new inspection of corrections to the works of the INTERVENTION PROGRAM and issuance of a Final Acceptance Term of Works	Within 10 days from the CONCESSIONAIRE's notice to this effect of to the GRANTING AUTHORITY.	Sub clause 16.6.2 of AGREEMENT.
Dissolution of the Intervention Commission	After the issuance of the Final Acceptance Term of Works	Item 17.5 of this EXHIBIT
Dissolution of the Prevention Commission and Settlement of Controversies	1 (one) year after the issuance of the Final Acceptance Term of Works	Subclause 36.4 of AGREEMENT.

[It bears a flowchart of following content: -



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Date of Starting Order:	-	Convene of the Intervention Commission of the Prevention Commission and Settlement of Controversies Compliance with the Transfer of Operational Management	-	Submission of Operational Plans and the Intervention Program	-	Final Approval of Operational Plans and Intervention Program	Receipt of the designs of the INTERVENTION PROGRAM in the licensing agencies	Full implementation of the Intervention Program and delivery of the Reinvestment Plan	-	Issuance of Final Acceptance Term of Works and dissolution of the Intervention Commission	-	Dissolution of the Prevention Commission and Settlement of Controversies
[it bears symbol]	-	[it bears symbol]		[it bears symbol]		[it bears symbol]	[it bears symbol]	[it bears symbol]	-	[it bears symbol]	-	[it bears symbol]
-	Up to 30 days	-	Up to 60 days		Up to 90 days	-	-	-	Up to 85 days	-	1 year	-
-	-	-		Up to 1 year		-	Up to 3 and half years	-	-	-	-	-

1. Source: SP Parcerias].

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Nothing else was contained in said original, which I return with this faithful translation. In witness whereof, I have hereunto set my hand and seal of office. September 25, 2020.

Emoluments according to the law.

**This document has been digitally signed by Antonio Dari Antunes Zhbanova.
To verify the signature, visit the website below and enter the code provided.**



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