



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 001

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:

=====

**[Letterhead paper of São Paulo / São Paulo Turismo / Prefeitura de São Paulo [São 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 II OF INVITATION TO BID - DRAFT OF AGREEMENT AND ITS EXHIBITS**

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

**TABLE OF CONTENTS**

PREAMBLE	3
CHAPTER I - GENERAL PROVISIONS	3
1st CLAUSE - THE DEFINITIONS	3
2ND CLAUSE - DOCUMENTS ATTACHED TO AGREEMENT	6
3RD CLAUSE APPLICABLE LAWS AND LEGAL SYSTEM OF THE AGREEMENT.	7
4TH CLAUSE - INTERPRETATION	7
CHAPTER II - PURPOSE, TERM, TRANSFER OF CONCESSION AND OPERATIONAL MANAGEMENT TRANSFER	7
5TH CLAUSE - THE OBJECT	7
6TH CLAUSE- THE TERM.	8
7TH CLAUSE - THE CONCESSION TRANSFER	8
8TH CLAUSE -TRANSFER OF OPERATIONAL MANAGEMENT	8
CHAPTER III —CONCESSIONAIRE	9
9TH CLAUSE - PURPOSE AND CAPITAL STOCK	9
10TH CLAUSE - CONTROL TRANSFER AND AMENDMENTS TO BYLAWS OF CONCESSIONAIRE	9
CHAPTER IV - PARTIES' OBLIGATIONS	11
11TH CLAUSE - PARTIES' GENERAL OBLIGATIONS	11
12TH CLAUSE OBLIGATIONS AND PROHIBITIONS OF CONCESSIONAIRE	11
13TH ARTICLE - CONTRACT-LETTING AGENCY'S POWER	15
14TH CLAUSE - CONCESSIONAIRE'S RIGHTS	16
15TH ARTICLE - CONTRACT-LETTING AGENCY'S PREROGATIVES	16
16TH CLAUSE - INTERVENTION PROGRAM	18
17TH CLAUSE EXPLORATION OF ASSOCIATED PROJECTS AND ANCILLARY REVENUES	19
CHAPTER V - THE FINANCING	20
18TH CLAUSE - THE FINANCING	20
CHAPTER VI - AGREEMENT AMOUNT, CONCESSIONAIRE'S COMPENSATION AND PAYMENT OF GRANT	20
19TH CLAUSE – THE AGREEMENT AMOUNT	20
20TH CLAUSE - PAYMENT OF GRANT	20
21ST CLAUSE - CONCESSIONAIRE'S COMPENSATION	20
CHAPTER VI - INSPECTION	20
22ND CLAUSE – THE INSPECTION	20
CHAPTER VI - RISK	21
23RD CLAUSE - RISKS ALLOCATION	21
CHAPTER IX - CONTRACTUAL REVISION AND ECONOMIC AND FINANCIAL BALANCE	25



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 002

24TH ARTICLE - REGULAR REVISIONS	25
25TH CLAUSE - EXTRAORDINARY REVISIONS	25
26TH CLAUSE THE ECONOMIC-FINANCIAL BALANCE	26
27TH CLAUSE RESTATEMENT PROCEDURE FOR THE ECONOMIC-FINANCIAL BALANCE	26
CHAPTER X - GUARANTEES AND INSURANCE	28
28TH CLAUSE - GUARANTEE OF THE AGREEMENT PERFORMANCE BY CONCESSIONAIRE	28
29TH CLAUSE CREDIT SATISFACTION GUARANTEE OF THE FINANCER BEFORE THE CONCESSIONAIRE	30
30TH CLAUSE- THE INSURANCES	31
CHAPTER XI - ASSETS SYSTEM OF CONCESSION	32
31ST CLAUSE - ASSETS RELATED TO CONCESSION	32
32ND CLAUSE - REVERSAL OF ASSETS RELATED TO CONCESSION	33
CHAPTER XII - SANCTIONS AND PENALTIES APPLICABLE TO PARTIES	34
33RD CLAUSE - THE ADMINISTRATIVE PENALTIES.	34
34TH CLAUSE ADMINISTRATIVE PROCEEDING OF ASSESSING PENALTIES	38
CHAPTER XIII - SETTLEMENT OF DISPUTES	39
35TH CLAUSE SETTLEMENT OF DIFFERENCES BY MEDIATION	39
36TH CLAUSE SETTLEMENT OF DIVERGENCES BY DISPUTES PREVENTION AND SETTLEMENT COMMITTEE	40
37TH CLAUSE SETTLEMENT OF DIFFERENCES BY ARBITRATION	41
CLAUSE XIV - INTERVENTION	42
38TH CLAUSE – INTERVENTION	42
CHAPTER XV - TERMINATION OF THE CONCESSION	43
39TH CLAUSE - THE EXTINCTION EVENTS	43
40TH CLAUSE - TERMINATION OF CONTRACTUAL TERM	43
41ST CLAUSE - TAKEOVER	43
42ND CLAUSE - LAPSE	44
43RD CLAUSE- CONTRACTUAL TERMINATION	44
44TH CLAUSE – THE AGREEMENT ANNULMENT	45
45TH CLAUSE -BANKRUPTCY OR TERMINATION OF THE CONCESSIONAIRE	45
CHAPTER XVI - FINAL PROVISIONS	45
46TH CLAUSE – ENTIRE AGREEMENT	45
47TH CLAUSE - COMMUNICATIONS BETWEEN THE PARTIES	45
48TH CLAUSE - COUNTING OF TERM	46
49TH CLAUSE – EXERCISE OF RIGHTS	46
50TH CLAUSE- CONTRACT-LETTING AGENCY’S CHANGES	46
51ST CLAUSE - PARTIAL INVALIDITY AND SEVERABILITY OF THE CLAUSE OF AGREEMENT.	46
52ND CLAUSE – VENUE	46

**PREAMBLE**

By this private agreement, on one hand, as CONTRACT-LETTING AGENCY:

São Paulo Turismo S.A. ( "SP Turis"),quasi-public company, with headquarters at Avenida Olavo Fontoura, No. 1209, in the city of São Paulo, State of São Paulo, enrolled with the CNPJ [National Roll of Legal Entities] under No. 62.002.886/0001-60, herein represented by its CEO, Mr. [•], bearer of Identity Card No. [•], enrolled with the CPF under No. [•], residing in São Paulo-SP; and

On one hand, as CONCESSIONAIRE:

The company [•], with headquarters at [•], CNPJ under No. [•], represented by its Chairman [name and qualification], bearer of Identity Card [•], CPF No. [•], residing at [•];

Also as CONSENTING INTERVENING PARTY:



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 003

The Municipality of São Paulo, with headquarters at Viaduto do Chá, nº 15, in the city of São Paulo, State of São Paulo, enrolled with the CNPJ under No. 46.395.000/0001-39, herein represented by its Municipal Secretary, Mr. [•], bearer of Identity Card No. [•], enrolled with the CPF under No. [•], residing in São Paulo-SP; and CONTRACT-LETTING AGENCY, CONCESSIONAIRE and INTERVENING CONSENTING PARTY hereinafter jointly referred to as PARTIES, and separately as PARTY,

RESOLVE to enter into this CONCESSION AGREEMENT, which had its drafting authorized by [authorization act No. [•]] with onerous grant, comprising the reform, management, maintenance, operation and exploitation by individuals, of the ANHEMBI COMPLEX in accordance with the provisions of Invitation to Bid of Bidding No. [•] / SPTURIS / 2020, Federal Law No. 8.987 / 1995, with the Federal Law No. 13,303 / 2016 and its subsequent amendments, and in the alternative, the Federal Law No. 8,666 / 1993 and its subsequent amendments, Municipal Law No. 13,278 / 2002 and its subsequent amendments, the Municipal Decree No. 44,279 / 2003 and other rules governing the subject matter, to be governed by the terms and conditions specified herein, transcribed below.

## **CHAPTER I - GENERAL PROVISIONS**

### **1st CLAUSE - THE DEFINITIONS**

For the purposes of this AGREEMENT and its EXHIBITS, or any other document that shall be provided under this AGREEMENT, the terms listed below, when used in the singular or plural, in capital letters, shall have the meanings contained in this sub-clause:

- a) **ABNT**: is Brazilian Association of Technical Standards;
- b) **WINNING BIDDER**: participant of the BID to which the purpose was awarded;
- c) **EXHIBITS**: the documents that are part of this AGREEMENT;
- d) **REVERSIBLE ASSETS**: are the CONCESSION assets that shall be reverted to the CONTRACT-LETTING AGENCY at the termination of the AGREEMENT, including those indirectly related to the performance of the PURPOSE contracted in the ANHEMBI COMPLEX, such as the ASSOCIATED PROJECTS;
- e) **ASSETS LINKED TO THE CONCESSION**: assets part or not of the CONCESSIONAIRE's assets, necessary for the implementation and proper and continuous performance of the activities of the PURPOSE contracted in the ANHEMBI COMPLEX;
- f) **CARNIVAL**: set of events on rehearsals and parades of associations associated with the Independent League of Samba Schools of São Paulo - Liga SP, or entity that should replace it;
- g) **UNFORESEEABLE CIRCUMSTANCES AND FORCE MAJOR**: unforeseeable (or predictable, but the effects of which cannot be avoided) and inevitable, which result in proven excessive burden for any of the PARTIES or unequivocally prevent the continuity of the CONCESSION. UNFORESEEABLE CIRCUMSTANCES is any situation arising from fact beyond the PARTIES' will however from human beings acts. FORCE MAJEURE: any situation arising from fact beyond the PARTIES' will however from human beings acts.
- h) **CONVENTION CENTER, EXHIBITIONS AND EVENTS**: complex comprising the facilities and structures that are part or substitutes of the CONVENTION CENTER and the EXHIBITION PAVILION, specified in EXHIBIT III of the INVITATION TO BID- DESCRIPTIVE REPORT, maintaining the activity of conventions, exhibitions and events, according to EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S BURDENS;
- i) **ANHEMBI COMPLEX**: area granted for the performance of the PURPOSE, consisting of Blocks 283 and 284 of Sector 073 of the Municipality of São Paulo, content of records no. 155,260 and no. 155,261 of 3rd Real Estate Registry and No. 194,403 of 8th Real Estate Registry, and comprising the assets, equipment and all infrastructure, specified in EXHIBIT III of the INVITATION TO BID- DESCRIPTIVE REPORT,



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 004

including the space destined to the CONVENTION CENTER, the EXHIBITION PAVILION and the SAMBADROME;

- j) **CONCESSION** :the concession for the performance of the PURPOSE, granted to the CONCESSIONAIRE for the term and conditions provided in this AGREEMENT;
- k) **CONCESSIONAIRE** or **PERMIT HOLDER** is the SPECIFIC PURPOSE COMPANY - SPE, incorporated in accordance with the provisions of the INVITATION TO BID and this AGREEMENT and under Brazilian laws, with the exclusive purpose of performance of the PURPOSE of the CONCESSION;
- l) **AGREEMENT**: this legal instrument, signed between the PARTIES, which governs the terms of the CONCESSION and its EXHIBITS;
- m) **SUBSIDIARY**: any company, fund or legal entity which CONTROL is carried out by another company, fund or legal entity;
- n) **PARENT COMPANY**: any company, fund or legal entity, which carries out the CONTROL over another company, fund or legal entity;
- o) **CONTROL**: power held by individual or individuals group related by vote agreement or joint control whether separately or jointly to: (i) permanently exercise the rights ensuring the majority of votes in the corporate decisions and electing the majority of administrators or managers of the other legal entity, fund or complementary social security entities, as applicable; and/or (ii) actually managing the corporate activities and guiding the departments operation of the other entity, fund or complementary social security entity.
- p) **ACCREDITATION** : Required documents set of representative (s) of each BIDDER to act on its behalf within the BID;
- q) **DATE OF STARTING ORDER** : date from which the CONCESSIONAIRE shall begin the performance of the PURPOSE, in accordance with the order in writing by the CONTRACT-LETTING AGENCY to the CONCESSIONAIRE, after publishing the summary of this AGREEMENT in the Official Gazette of the City of São Paulo;
- r) **DELIVERY DATE OF PROPOSALS**: date corresponding to the day [●] of [●] when delivering, at the address [●], nº [●], São Paulo - SP, all documents necessary to participate in the BIDDING;
- s) **PUBLICATION DATE OF THE AGREEMENT**: date of publication of the summary of this AGREEMENT in the Official Gazette of the City of São Paulo;
- t) **INVITATION TO BID**: the Invitation to Bid of the Bidding No. [●]/SPTURIS/2020 and all its EXHIBITS;
- u) **ASSOCIATED PROJECTS**: new buildings to be built in the ANHEMBI COMPLEX, which should be exploited economically by the CONCESSIONAIRE, according to its exclusive interest;
- v) **FGTS**: Severance Indemnity Fund governed by Federal Law No. 8.036/19 <http://www.portaltributario.com.br/legislacao/15107.htm90>;
- w) **FINANCIER**: any financial institution, development bank or multilateral credit agency, which provides financing to the CONCESSIONAIRE for the performance of the PURPOSE;
- x) **FINANCING**: any and all financing, possibly granted to the CONCESSIONAIRE, in the form of debt, to fulfill its obligations under this AGREEMENT;
- y) **PERFORMANCE BOND OF THE AGREEMENT**: the guarantee of the faithful fulfillment of the CONCESSIONAIRE's obligations, to be maintained on behalf of CONTRACT-LETTING AGENCY;
- z) **ADJUSTMENT INDEX**: is Wide Consumer Prices Index -IPCA determined by Brazilian Geography and Statistics Institute -IBGE
- aa) **INMETRO**: National Institute of Metrology, Quality and Technology, created by Federal Law No. 5.966/1973;
- bb) **INSS**: National Institute of Social Security (INSS).



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 005

- cc) **OPTIONAL INTERVENTIONS**: these are the services and engineering works, excluding ASSOCIATED PROJECTS, which should be proposed by the CONCESSIONAIRE for the ANHEMBI COMPLEX, optionally, to optimize its use and/or better service to USERS, in accordance with EXHIBIT III of this AGREEMENT– THE CONCESSIONAIRE'S BURDENS HANDBOOK;
- dd) **INTERVENING CONSENTING PARTY**: the Municipality of São Paulo, through the Municipal Office of the Chief of Staff.
- ee) **BIDDING**: International Bidding No. [●]/SPTURIS/2020;
- ff) **BIDDER** any company, fund, legal entity or CONSORTIUM participant in the BIDDING ;
- gg) **NESGAS**: Municipal properties located in the alignments of Avenida Olavo Fontoura, Marginal Tiete and Avenida Assis Chateaubriand Avenue, as indicated in Exhibit III - INVITATION TO BID - DESCRIPTIVE REPORT;
- hh) **PURPOSE**: onerous concession for use of ANHEMBI COMPLEX for reform, management, maintenance, operation and exploitation.
- ii) **START ORDER**: is the document issued by the CONTRACT-LETTING AGENCY in writing to the CONCESSIONAIRE after the PUBLICATION DATE OF THE AGREEMENT, which sets the date for the beginning of the performance of the PURPOSE, pursuant to this AGREEMENT;
- jj) **ACTUAL GRANT**: is the amount of the grant to be paid by the CONCESSIONAIRE to the CONTRACT-LETTING AGENCY due to the exploitation of the PURPOSE, based on the FIXED GRANT and the VARIABLE GRANT of the CONCESSIONAIRE, in the form of EXHIBIT IV of this AGREEMENT-GRANT PAYMENT MECHANISM;
- kk) **FIXED GRANT**: consists of the amount paid by the CONCESSIONAIRE to the CONTRACT-LETTING AGENCY ON the signature of the AGREEMENT, for the operation of the PURPOSE, in accordance with the AGREEMENT and EXHIBIT IV of the AGREEMENT -GRANT PAYMENT MECHANISM;
- ll) **RECURRENT GRANT** : is the composition of the TERRITORIAL GRANT ABD VARIABLE GRANT to be paid under this AGREEMENT and EXHIBIT IV of this AGREEMENT- MECHANISM FOR GRANT PAYMENT;
- mm) **TERRITORIAL GRANT** : is the consideration to be paid by the CONCESSIONAIRE to the INTERVENING CONSENTING PARTY for the use of NESGAS under this AGREEMENT and the EXHIBIT IV of this AGREEMENT - MECHANISM FOR GRANT PAYMENT;
- nn) **VARIABLE GRANT** is the sharing of TOTAL REVENUE of the CONCESSIONAIRE, which values, percentages, calculating metrics, adjustment and other conditions are listed in EXHIBIT IV of this AGREEMENT - GRANT PAYMENT MECHANISM.
- oo) **CONVENTIONS CENTER** facility especially for events and conventions comprising the Celso Furtado and Elis Regina Auditoriums, halls, modular rooms and plenary as mentioned in EXHIBIT III of this INVITATION TO NOTICE- DESCRIPTIVE REPORT.
- pp) **RELATED PARTY** : Any PARENT, SUBSIDIARY or related to the CONCESSIONAIRE, as well as those regarded as such by the accounting standards in force;
- qq) **PARTIES**: are the CONTRACT-LETTING AGENCY AND CONCESSIONAIRE.
- rr) **EXHIBITION PAVILION** : is Caio Alcantara Machado Exhibition Pavilion, comprising North / South Pavilion, West Pavilion and Monumental Portal, as described in EXHIBIT III of this INVITATION TO NOTICE- DESCRIPTIVE REPORT.
- ss) **INTERVENTIONS PLAN** : Document contained the planning of the works performance of INTERVENTION PROGRAM, including schedule and cost forecast for each of its stages, to be presented by CONCESSIONAIRE pursuant to EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBAKOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 006

- tt)** OPERATIONAL PLANS : Plans containing all the planning of services and mandatory and optional activities in ANHEMBI COMPLEX for the performance of the PURPOSE under EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.
- uu)** CONTRACT-LETTING AGENCY or SÃO PAULO TURIS: São Paulo Turismo SA, quasi-public company controlled by the municipality of São Paulo ;
- vv)** INTERVENTIONS PROGRAM : handbook with the mandatory interventions to be performed by the CONCESSIONAIRE in ANHEMBI COMPLEX as one of the assignments of PURPOSE, including INTERVENTIONS PLAN, the BASIC DESIGN and OPERATIONAL PLANS under EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.
- ww)** BASIC PROJECT : designs to be drafted by CONCESSIONAIRE before carrying out works of INTERVENTIONS: PROGRAM, subject to the applicable technical standards and current legislation then in force;
- xx)** COMMERCIAL PROPOSAL : is the financial proposal submitted by WINNING BIDDERS according to the terms and conditions in the INVITATION TO BID and its EXHIBITS that contains the value of FIXED GRANT to be paid to the CONTRACT-LETTING AGENCY by the CONCESSIONAIRE;
- yy)** ANCILLARY REVENUE : alternative or complementary revenues earned by the CONCESSIONAIRE and its possible wholly owned subsidiaries, or its RELATED PARTY on the economic exploitation of ASSOCIATED PROJECTS and / or other commercial exploitation of ANHEMBI COMPLEX, before the impact of taxes payable, provided however such exploitation shall not compromise the quality standards and the social and sporting purposes of ANHEMBI COMPLEX , as provided for in the rules and procedures under this AGREEMENT;
- zz)** GROSS REVENUE : consists of any earned by CONCESSIONAIRE's revenue arising from the exploitation of CONCESSION PURPOSE under AGREEMENT other than ASSOCIATED REVENUE or the impact of taxes payable;
- aaa)** TOTAL REVENUE : amount from the sum of GROSS REVENUE, accrued with the ANCILLARY REVENUES, earned by the CONCESSIONAIRE on the exploitation of the PURPOSE;
- bbb)** SAMBADROME : is the Grande Otelo Cultural and Sports Pole, located on Quadra 283, except for the operating area while it maintains its purpose as mentioned in EXHIBIT III of this INVITATION TO BID- DESCRIPTIVE REPORT;
- ccc)** SPECIFIC PURPOSE COMPANY or SPE: Special Purpose Company, or Wholly-Owned Subsidiary, which shall be incorporated by the WINNING BIDDER, that has participated in the bidding as CONSORTIUM or individual bidder, in accordance with the Brazilian laws for the exclusive performance of PURPOSE;
- ddd)** SUSEP : Is the Superintendence of Private Insurance, an independent federal agency created by Decree-Law No. 73/ 1966;
- eee)** USERS : All visitors to the ANHEMBI COMPLEX that use its facilities, services, events, attractions or any other economic activities offered therein;
- fff)** PREFERRED USE : CONTRACT-LETTING AGENCY's preference on the use SAMBADROME during the period of the CARNIVAL according to this AGREEMENT and
- ggg)** AGREEMENT VALUE : is the value of BRL [ *fill in according to the winning proposal* ] which corresponds to the value of the estimated investments for performance of the obligations of the AGREEMENT, accrued with the value of the FIXED GRANT, VARIABLE GRANT, estimated costs and expenses, throughout the term of the CONCESSION.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/English - Portuguese

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 007

**2ND CLAUSE - DOCUMENTS ATTACHED TO AGREEMENT**

2. The following EXHIBITS are attached to this AGREEMENT, as inseparable parts:

- a) EXHIBIT I - INVITATION TO BID;
- b) EXHIBIT II - COMMERCIAL PROPOSAL
- c) EXHIBIT III - CONCESSIONAIRE'S BURDENS HANDBOOK
- d) EXHIBIT IV - GRANT PAYMENT SYSTEM

**3RD CLAUSE APPLICABLE LAWS AND LEGAL SYSTEM OF THE AGREEMENT.**

The CONCESSION is subject to the provisions of this AGREEMENT and its EXHIBITS, the laws in force in Brazil, expressly waiving the application of any other, and to public law provisions, and applicable additionally to the principles of the general theory of agreements and the provisions of private law.

The CONCESSION shall be governed by:

- a) 1988 Brazilian Constitution;
- b) Federal Decree no. 8.987 of February 13, 1995.
- c) Federal Decree no. 8.666 of June 21, 1993.
- d) Federal Decree no. 9.307 of September 23, 1996.
- e) Decree-Law no. 4.657 of September 4, 1942.
- f) Federal Decree no. 10.098 of December 19, 2000.
- g) Federal Decree no. 13.303 of June 30, 2016.
- h) Municipal Law no. 10.831 of January 4, 1990;
- i) Municipal Law no. 13.278 of January 7, 2002;
- j) Municipal Law no. 14.145 of April 7, 2006;
- k) Municipal law no. 14.803 of June 26, 2008.
- l) Municipal law no. 16.050 of July 31, 2014.
- m) Municipal law no. 16.402 of March 22, 2016.
- n) Municipal Law no. 16.886 of May 4, 2018;
- o) Municipal Law no. 17.316 of March 6, 2020;
- p) Municipal Decrees: no. 44.279 of December 24, 2003.
- q) Municipal Decrees: no. 58.623 of February 7, 2019;
- r) by Municipal Decree No [●] [●], [●], 2020; and
- s) other legal, technical and relevant regulatory instructions.

In this AGREEMENT and its EXHIBITS, references to applicable standards in Brazil should also be understood as references to legislation that succeed, supplement, or change them.

**4TH CLAUSE - INTERPRETATION**

In the interpretation, integration or application of any provision of the AGREEMENT, the contractual provisions shall be considered, then the provisions of the EXHIBITS considered attached thereto, as shown in 0

In cases of conflict between the provisions of the AGREEMENT and the EXHIBITS attached thereto, the provisions of the AGREEMENT shall prevail.

In the event of divergence between the EXHIBITS attached later to the AGREEMENT, the most recent date shall prevail.

The references to the AGREEMENT or any other document shall include any change and amendments to be signed by the PARTIES;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

*Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)*

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 008

**CHAPTER II - PURPOSE, TERM, TRANSFER OF CONCESSION AND OPERATIONAL MANAGEMENT TRANSFER**

**5TH CLAUSE - THE OBJECT**

The purpose of this AGREEMENT is onerous CONCESSION for use of ANHEMBI COMPLEX for reform, management, maintenance, operation and exploitation.

The performance of PURPOSE shall involve the fulfillment of obligations and the activities provided for in AGREEMENT and its EXHIBITS, in particular:

- a) the reform, maintenance, requalification and routine, preventive and corrective maintenance of ANHEMBI COMPLEX in accordance with the specifications contained in AGREEMENT and according to the specifications in EXHIBIT III of the AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK;
- b) operation of ANHEMBI COMPLEX comprising the management and development of the entire area, and the operation of the sectors that should be leased;
- c) efficient economic exploitation of ANHEMBI COMPLEX from the START DATE OF ORDER, in accordance with the technical specifications set forth in EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK
- d) Performance INTERVENTION PROGRAM, in accordance with EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK; and
- e) full compliance with the minimum standards of operation quality, set forth in EXHIBIT III of the AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK, throughout the term of CONCESSION.

The revenues to be earned by CONCESSIONAIRE on the commercial exploitation to be performed thereby, in accordance with 0 this AGREEMENT.

The features and technical specifications for the performance of the PURPOSE are indicated in this AGREEMENT and its EXHIBITS.

Notwithstanding the provisions in THE AGREEMENT and its EXHIBITS, the performance of the PURPOSE shall comply with the provisions in the rules, standards and other procedures contained in the applicable legislation.

**6TH CLAUSE- THE TERM.**

The term of this AGREEMENT shall be thirty (30) years from the START DATE OF ORDER, no extension allowed, except for economic and financial rebalancing of CONCESSION, subject to the terms and conditions set forth in this AGREEMENT.

The term of the agreements for exploration of ASSOCIATED REVENUE shall not exceed the term of CONCESSION.

The CONCESSIONAIRE, at its sole discretion, should anticipating the obligations of the schedule set forth in EXHIBIT III of this AGREEMENT - CONCESSIONAIRES SPECIFICATIONS HANDBOOK, undertaking in full the risks and burden of such anticipation.

**7TH CLAUSE - THE CONCESSION TRANSFER**

The CONCESSION transfer during this AGREEMENT validity should take place only upon CONTRACT-LETTING AGENCY'S prior consent provided that there is no risk to the performance of the PURPOSE as established in this AGREEMENT. .

The CONCESSION transfer shall be authorized only after issuance of the Works Final Acceptance Instrument on the Completion of INTERVENTIONS PROGRAM under the subclause 0 and by providing proof of the compliance in the performance of obligations undertaken by the CONCESSIONAIRE.

For the purpose of obtaining the consent for the CONCESSION transfer, the interested person should:

- f) Fulfill the requirements of technical capacity, financial integrity and legal, fiscal and labor compliance required for the assumption of the PURPOSE;





**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 009

g) Render and maintain the relevant guarantees, as the case may be; and

h) Undertake the compliance with all the terms of this AGREEMENT.

The total or partial transfer of the CONCESSION, without prior authorization from the CONTRACT-LETTING AGENCY shall result in the immediate termination of the CONCESSION.

The CONTRACT-LETTING AGENCY shall review the request within 30 (thirty) days, extendable for an equal period, if necessary, and at its discretion, should request clarification and additional documents to the CONCESSIONAIRE and FINANCIER(S), call the controlling shareholders of the CONCESSIONAIRE and perform any action it deems appropriate for the authorization under this clause.

The authorization for the transfer of CONCESSION, if granted by the CONTRACT-LETTING AGENCY, shall be formalized in writing, stating the conditions and requirements for its performance.

**8TH CLAUSE -TRANSFER OF OPERATIONAL MANAGEMENT**

The CONCESSIONAIRE should perform the activities required for transferring the operational management of ANHEMBI COMPLEX, with strict compliance with the terms defined in this clause.

The transfer of operational management shall be for thirty (30) days from the START DATE OF ORDER, in which CONCESSIONAIRE shall complete the following activities:

- i) subrogate events agreements signed between the CONTRACT-LETTING AGENCY and individuals, under Sub-Clause 0 , letter ' mmm) ', and subclause xiii , letter ' p)', both in this AGREEMENT;
- j) subrogate the operational agreements entered into between the CONTRACT-LETTING AGENCY and individuals, under Sub-Clause 0 , letter ' nnn)' of this AGREEMENT; And
- k) receive the resumes of employees of CONTRACT-LETTING AGENCY, as provided for in EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK.

The activities provided for in subclause 0 of this AGREEMENT will have the assistance of the CONTRACT-LETTING AGENCY for the full performance thereof, which shall be committed to:

- l) carry out the demobilization and final disposal of assets and equipment unrelated to the implementation of the PURPOSE;
  - m) provide updated list of agreements to be subrogated by CONCESSIONAIRE under the previous subclause; and
  - n) provide resumes of its employees to be evaluated by the CONCESSIONAIRE under the previous subclause.
- During the transfer period of operational management, both PARTIES have access to the ANHEMBI COMPLEX structures in order to perform their respective activities.

In relation to the activity under the letter ' k)' of subclause 0 the CONCESSIONAIRE, within sixty (60) days after the START DATE OF ORDER, shall send a response to employees of the CONTRACT-LETTING AGENCY whose resumes were received and analyzed for the purpose of hiring.

If any event (s) is (are) to be performed in ANHEMBI COMPLEX within term mentioned in subclause 0 which agreement(s) has (have) not been subrogated by the CONCESSIONAIRE before its occurrence, the CONTRACT-LETTING AGENCY shall remain liable for its performance and for any loss and burden to third parties and / or the structures of ANHEMBI COMPLEX, resulting from its conducts or performed by promoter(s) for this (these) event(s).

**CHAPTER III —CONCESSIONAIRE**

**9TH CLAUSE - PURPOSE AND CAPITAL STOCK**

The CONCESSIONAIRE, structured as Corporations under the Federal Law 6,404 / 1976, shall indicate in its Bylaws, as the sole purpose, exploitation of PURPOSE, and its ownership structure is shown on BIDDING and in its corporate instruments , which shall be delivered up to date, to the CONTRACT-LETTING AGENCY.

The subscribed and paid capital of the CONCESSIONAIRE shall be equal to or higher than BRL 28,392,346.00 (twenty-eight million three hundred ninety-two thousand three hundred forty-six reais).



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0010

For the signature of this AGREEMENT, the CONCESSIONAIRE shall prove the payment of the total capital stock, mentioned in subclause above.

In the case of payment in assets, the evaluation process should follow strictly the provisions of the Federal Law No. 6.404/1976.

The CONCESSIONAIRE is obliged to keep the CONTRACT-LETTING AGENCY permanently informed on the capital payment referred in previous subclauses which is entitled to carry out diligences and audits required to check the compliance of the situation.

The CONCESSIONAIRE should not reduce the capital stock during the entire CONCESSION below the value set forth in clause 0 of this AGREEMENT without CONTRACT-LETTING AGENCY's prior express authorization.

The participation of non-domestic capital in the CONCESSIONAIRE shall comply with Brazilian law in force.

The CONCESSIONAIRE shall comply with the standards and good corporate governance practices and adopt accounting and standardized financial statements, including compliance with the Brazilian Corporation Law (Federal Law No. 10,406 / 2002, Federal Law 6,404 / 1976 as amended), the Accounting Standards issued by the Federal Accounting Council - CFC and the Brazilian Code of Corporate Governance.

The CONCESSIONAIRE shall issue also obligations, debentures, or similar financial bonds representing the obligations under its liability on behalf of third parties according to the provisions in 0, 0 and 0.

The funds available to the CONCESSIONAIRE shall be applied exclusively in the development of activities related to CONCESSION under this AGREEMENT, except only financial investments.

The headquarters of CONCESSIONAIRE shall be in Municipality of São Paulo.

**10TH CLAUSE - CONTROL TRANSFER AND AMENDMENTS TO BYLAWS OF CONCESSIONAIRE**

No corporate change related to transfer of control shall be accepted for the CONCESSIONAIRE before the Works Final Acceptance Instruments on the Completion of INTERVENTIONS PROGRAM, to be issued under the 0 except in exceptional circumstances, duly authorized by the CONTRACT-LETTING AGENCY, by demonstrating the absence of risk to the continuity of the PURPOSE, subject to termination of CONCESSION.

As an exception to subclause ix, the CONTRACT-LETTING AGENCY should authorize the transfer of the CONCESSIONAIRE's before the issuance of Works Final Acceptance Instrument on the Completion of INTERVENTIONS PROGRAM, as provided for in subsection 0.

Notwithstanding the provisions in subclause CONCESSIONAIRE'six during the validity of this AGREEMENT, the direct corporate CONTROL of CONCESSIONAIRE should be changed on prior and express authorization by the CONTRACT-LETTING AGENCY: under the penalty of expiration of CONCESSION.

The CONCESSIONAIRE undertakes that no record shall be made in its corporate books, without the prior consent of the CONTRACT-LETTING AGENCY, resulting in the assignment, transfer or encumbrance of shares comprising the direct corporate CONTROL of SPE.

Whenever collectively or separately, they should feature direct change of the corporate CONTROL of the SPE, the act (s) also subject to prior consent from the CONTRACT-LETTING AGENCY, for purposes of this AGREEMENT:

- o)** Signature of the shareholders' agreement;
- p)** the issue of securities convertible into shares; and
- q)** the guarantee and rights to third parties on shares.

The issue of securities which are not classified under description in the letter ' p) of previous subclause, even in the case of non-convertible securities into shares, should always be subject to prior knowledge of the CONTRACT-LETTING AGENCY up to ten (10) days before the issuance.

The transfer or change of indirect CONTROL or shareholding which does not involve the transfer of direct corporate CONTROL of the SPE should be subject to report to Contract-Letting AGENCY within ten (10) days prior to the performance of the respective operation.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0011

The change direct corporate CONTROL of SPE shall be authorized by CONTRACT-LETTING AGENCY if the measure does not affect nor risk the performance of the AGREEMENT.

The application for authorization to change the direct corporate CONTROL of SPE shall be submitted to the CONTRACT-LETTING AGENCY, in writing, by the CONCESSIONAIRE or by the FINANCIER(S), according to provisions in subclause 0 containing the reasons for it, as well as elements that can support the analysis.

For obtaining the consent to transfer the direct corporate CONTROL of SPE, the entrant should:

r) Fulfill the requirements of technical capacity, financial integrity and legal, fiscal and labor compliance required for the assumption of the PURPOSE;

s) ensure compliance with all the terms of this AGREEMENT.

For the purpose of obtaining authorization to transfer the direct corporate CONTROL of the SPE to FINANCIER(S), as set forth in subclause 0, they should:

t) Fulfill the requirements of legal and fiscal compliance required for the assumption of the PURPOSE;

u) Submit the plan for promotion of financial restructuring of the CONCESSIONAIRE and continuity of the CONCESSION; and

v) ensure compliance with all the clauses of this AGREEMENT.

The CONTRACT-LETTING AGENCY shall review the request within 30 (thirty) days, extendable for an equal period as applicable, should request clarification and additional documents to the CONCESSIONAIRE and FINANCIER(S), call the CONTROLLING shareholders of the SPE and perform any action it deems appropriate.

The authorization for the transfer of direct corporate CONTROL of CONCESSIONAIRE, if granted by the CONTRACT-LETTING AGENCY, shall be formalized in writing, stating the conditions and requirements for its performance.

Throughout the CONCESSION period, the CONCESSIONAIRE shall also submit to prior authorization from the CONTRACT-LETTING AGENCY the changes in its bylaws involving:

w) the split, merge, conversion or incorporation of CONCESSIONAIRE;

x) Change of the CONCESSIONAIRE's purpose.

y) The reduction of the CONCESSIONAIRE's capital; and

z) Issue of different classes of CONCESSIONAIRE's shares.

The CONTRACT-LETTING AGENCY shall review the request(s) sent by CONCESSIONAIRE, under this clause, within 30 (thirty) days, extendable for an equal period as applicable, should request clarification and additional documents to the CONCESSIONAIRE and FINANCIER(S), call the CONTROLLING shareholders of the SPE and perform any action it deems appropriate.

All documents formalizing amendment to the CONCESSIONAIRE's bylaws, regardless of the need or not of prior authorization from the CONTRACT-LETTING AGENCY shall be sent to it no later than thirty (30) days from the amendments, for archive, which shall be integral part when applicable, of this AGREEMENT.

#### **CHAPTER IV - PARTIES' OBLIGATIONS**

##### **11TH CLAUSE - PARTIES' GENERAL OBLIGATIONS**

The PARTIES undertake mutually to cooperate and provide assistance required for the proper performance of the activities of the CONCESSION.

##### **12TH CLAUSE OBLIGATIONS AND PROHIBITIONS OF CONCESSIONAIRE**

For the performance of the PURPOSE, the CONCESSIONAIRE shall always be bound to the provisions of this AGREEMENT, in the INVITATION TO BID in its EXHIBITS, in submitted COMMERCIAL PROPOSAL and Brazilian law.

The CONCESSIONAIRE's obligations, subject the other obligations set forth in this AGREEMENT, in its EXHIBITS and applicable law:



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0012

- a) perform the PURPOSE, complying with fulfilling the terms and conditions of this AGREEMENT and its EXHIBITS, the submitted COMMERCIAL PROPOSAL, as well as related documents, and subject fully to existing regulations or those be published, the ABNT and / or INMETRO, or other competent regulatory agency as well as the specifications and relevant designs, deadlines and surveillance instructions from the CONTRACT-LETTING AGENCY, and complying with the goals and quality parameters, and other conditions for the performance of the PURPOSE;
- b) requalify, modernize and expand the CONVENTIONS CENTER, EXHIBITIONS AND EVENTS under this AGREEMENT and its EXHIBITS, especially EXHIBIT III - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK;
- c) rehabilitate, modernize and maintain or enlarge the SAMBADROME facilities, such as, but not limited to, grandstands, tracks, dispersion and concentration areas and other internal and external areas, in perfect condition to the intended use, as provided for in this AGREEMENT and its EXHIBITS, especially EXHIBIT III - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK;
- d) keep the names of ANHEMBI COMPLEX and SAMBADROME in its word marks and should add thereto other names, except as provided in subclause 0 . The same applies to the names of Elis Regina and Cleso Furtado Auditoriums in line with the provisions of EXHIBIT III of this AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK;
- e) provide access conditions, traffic, infrastructure and security appropriate to the USERS in premises of the ANHEMBI COMPLEX;
- f) reform and maintain ANHEMBI COMPLEX , according to the terms set forth in EXHIBIT III of this AGREEMENT - CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK;
- g) To be liable for interaction with third parties such as Government Agencies (Military Police, Fire Department, Metropolitan Civil Guard, Agencies and Traffic Control Companies etc.), Utility Companies, Management Boards and private companies, for the correct performance of all activities under the PURPOSE of this AGREEMENT;
- h) Interact with the promisees of the CONTRACT-LETTING AGENCY regarding the use of SAMBADROMES, by the CONTRACT-LETTING AGENCY, in accordance with subclause 0 ;
- i) Complete the INTERVENTIONS PROGRAM, in accordance with the rules and term provided for in EXHIBIT III of this AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK;
- j) Fulfill and comply with the standards and requirements regarding the Brazilian Environmental Policy established by Federal Law No. 6,938 / 1981, and other related regulations, implementing the measures and actions necessary for the prevention and remedy of any potential environmental damage, or caused by performance of its activities;
- k) number all seats in SAMBADROME and ensure the conservation of this numbers;
- l) require the numbering of temporary seats that shall be installed by the organizers, promoters or responsible for the events to be held in SAMBADROME, except this hypothesis in sub-clause 0 of this AGREEMENT
- m) require the organizers, promoters or responsible for the events to be held in ANHEMBI COMPLEX the numbering of tickets offered and / or sold to USERS in general, except the hypothesis in sub-clause 0 of this AGREEMENT
- n) raise, invest and manage the financial funds required to the performance of the PURPOSE;
- o) maintain during the term of the AGREEMENT, the conditions necessary for the performance of the PURPOSE, including the maintenance of legal qualification requirements, tax compliance, labor and technical expertise provided in the INVITATION TO BID;
- p) keeping equipment, materials and staff appropriate to the performance of all obligations under this AGREEMENT with the efficiency and quality defined contractually;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0013

- q) Indicate and maintain a technical representative ahead of the work, with powers to represent the CONCESSIONAIRE with the CONTRACT-LETTING AGENCY, indicating the manner for contact, which shall be kept up to date;
- r) Implement mechanisms and internal integrity, auditing procedures and encouraging complaints of breaches and the actual implementation of codes of ethics and conduct (*compliance*).
- s) fulfill the submitted plans and designs, if necessary, carry out the change under the terms of this ANNEX III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK;
- t) submit to the CONTRACT-LETTING AGENCY, before the start of any work, BASIC PROJECTS for its implementation, accompanied, by the studies and opinions of independent consultants and the approvals by the involved authorities;
- u) Submit to the CONTRACT-LETTING AGENCY the documents, reports, plans and designs required in ANNEX III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK, in accordance with the provisions of the EXHIBIT, by studies and opinions of independent consultants and approvals of the involved authorities;
- v) Submit, where appropriate, to the CONTRACT-LETTING AGENCY the competent Technical Responsibility Note - ART, within thirty (30) days before the start of any work or engineering service, pursuant to Resolution No. 425/98 - CONFEA;
- w) adopt the Order Book in the works and architectural and engineering services under the legislation of CONFEA / CREA system;
- x) plan, develop and perform all technical and design work necessary to the performance of the PURPOSE, and any information, plans, studies or documents possibly provided by the CONTRACT-LETTING AGENCY are merely reference, and their use shall be made on the CONCESSIONAIRE's risk;
- y) be liable for the installation and operation of worksites and other relevant operational structures to perform any work under this AGREEMENT, in accordance with regulatory requirements, providing adequate storage and custody of the material used in the works;
- z) keep in worksites and other relevant operational structures to perform any work in the performance of the PURPOSE, documents of hired workers, in order to facilitate the monitoring by the CONTRACT-LETTING AGENCY as well as other relevant inspection agencies;
- aa) within 10 (ten) days before the start of any work or engineering service, submit to the CONTRACT-LETTING AGENCY the report on start of the work to the Regional Labor Office, registration of the work with the INSS Specific Record and mandatory occupational safety programs;
- bb) assume full civil and criminal liability for the proper performance and efficiency of the activities carried out and the damage resulting from performance of the PURPOSE, also to third parties;
- cc) assume full responsibility for the improper use of patents and / or copyright in the performance of the PURPOSE;
- dd) contract, or require to its subcontractors to contract insurance against accidents at work in the performance of the PURPOSE and undertake full responsibility for they occurrence;
- ee) assume full responsibility for the risks on performance of CONCESSION, except in the cases expressly exempted by this AGREEMENT;
- ff) Contract the insurance for relevant and usual risks of CONCESSION under this AGREEMENT, and be liable , in any case, for the damage caused by it, its representatives, agents or subcontractors in the performance of the CONCESSION, before the CONTRACT-LETTING AGENCY or third parties;
- gg) deliver to the CONTRACT-LETTING AGENCY a copy of the insurance policies and proof of payment of premiums as well as possible renewal, under this AGREEMENT;
- hh) Be liable before the CONTRACT-LETTING AGENCY and third parties for subcontracted services;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0014

- ii)** be liable fully for losses and / or damage caused by subcontractors to the CONTRACT-LETTING AGENCY and / or third parties;
- jj)** comply with all legal and regulatory determinations with regard to tax and labor, social security, safety and occupational health legislation in relation to its employees, service providers, contractors or subcontractors, reducing the risks inherent to the work and holding the CONTRACT-LETTING AGENCY harmless from any related liability and submitting yearly a report accompanied by documentation proving the fulfillment of the relevant legal requirements;
- kk)** pay all taxes related to the performance of the PURPOSE;
- ll)** comply with and fulfill all regulations and legal requirements, including the guidelines set forth in EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK;
- mm)** inform the CONTRACT-LETTING AGENCY on the beginning of proceedings with the competent authorities for obtaining permits, licenses, and authorizations required for the full implementation of the PURPOSE, including the exploration ASSOCIATED REVENUE according to the terms set forth in EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK;
- nn)** obtain, where applicable, all licenses, permits, and authorizations required for the full performance of the PURPOSE and shall be liable for all the necessary steps to obtain it from the competent authorities in accordance with applicable laws and bearing all the expenses and the costs involved;
- oo)** Inform to the CONTRACT-LETTING AGENCY if any permits, licenses, or authorizations for the full performance of the PURPOSE are withdrawn, revoked or expire, or, for whatever reason, fail to operate its effects, indicating, promptly, the measures that were taken and / or that will be taken for its issuance;
- pp)** to inform immediately to the CONTRACT-LETTING AGENCY on any event or situation to change materially the regular progress of the performance of the PURPOSE, or that should hinder or prevent the prompt and timely fulfillment of obligations under this AGREEMENT, including lawsuits and administrative procedures, and shall submit, as soon as possible, detailed report on these facts, the measures taken and / or to be taken to overcome or remedy the situation;
- qq)** Report to the CONTRACT-LETTING AGENCY within 48 (forty-eight) hours all circumstances or events that are reasons for UNFORESEEABLE CIRCUMSTANCES or FORCE MAJEURE, that prevent or should prevent the normal performance of the PURPOSE;
- rr)** Submit to the CONTRACT-LETTING AGENCY within the term specified thereby, additional or complementary information that the CONTRACT-LETTING AGENCY, reasonably and without significant additional burden and unjustified to the CONCESSIONAIRE, should formally request, including, but not limited to legal settlements required for any and all charges, such as those relating to the contributions to the INSS, FGTS, fees and relevant taxes, to the stage of the negotiations and the conditions of the FINANCING AGREEMENTS;
- ss)** cooperate for the development of monitoring and supervision activities of the CONTRACT-LETTING AGENCY under this AGREEMENT, allowing access to equipment and facilities related to the PURPOSE and its accounting records, data and operational information, and as much as possible, its subcontractors;
- tt)** Fulfill formally calls sent by the CONTRACT-LETTING AGENCY, including to attend meetings;
- uu)** keep on file all information of the activities and services performed during the CONCESSION term, allowing the free access to the CONTRACT-LETTING AGENCY at any time.
- vv)** submit monthly to the CONTRACT-LETTING AGENCY, the payment receipts of social security contributions (FGTS, INSS and PIS) regarding the CONCESSION and employees involved in the performance of the PURPOSE;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0015

- ww)** submit to the CONTRACT-LETTING AGENCY, when requested, the names list of employees, bound to the CONCESSIONAIRE or third parties working in the services and works related to the CONCESSION, indicating names, positions and number of their Employment and Social Security Booklet - CTPS;
- xx)** ensure USERS' access to the ANHEMBI COMPLEX, subject to the onerous use featured as source of revenue;
- yy)** respect the USERS' right under the Consumer Protection Code (Federal Law No. 8,078 / 1990) and the Federal Concessions Law (Federal Law No. 8,987 / 1995);
- zz)** keep up to date the inventory and registration of REVERSIBLE ASSETS;
- aaa)** Submit to the CONTRACT-LETTING AGENCY annually within 90 (ninety) days from the closing of year audited report of its accounting status, including, among other items, the balance sheet and statement of income; and annual compliance report with the description of: (i) the activities performed; (ii) investments and disbursements made; (iii) the works performed; (iv) the maintenance activities; and (v) other relevant data;
- bbb)** submit to the CONTRACT-LETTING AGENCY, quarterly, monthly closing balance sheets, audited or, if it is not subject to audit, signed by the accountant (and / or external auditor) responsible for the CONCESSIONAIRE and its legal representative;
- ccc)** publish its financial statements in accordance with provision of the Federal Law 6,404 / 1976, including on its website;
- ddd)** Fulfill all the provisions and guidelines of commercial exploitation set forth in this AGREEMENT and its EXHIBITS;
- eee)** previously inform the USERS on prices in ANHEMBI COMPLEX on exploitation of GROSS REVENUE;
- fff)** obtain all necessary licenses and permits for commercial exploitation;
- ggg)** Watch over the assets of the CONTRACT-LETTING AGENCY, taking responsibility for their integrity;
- hhh)** in communications with the USERS, fulfill the provisions and guidelines of the Municipal Policy of Simple Language, established by Municipal Law No. 17.316, of March 6, 2020;
- iii)** Maintain and preserve all assets, equipment and facilities used in the CONCESSION, in proper operating condition, and up to date during the term of the AGREEMENT, and repair their units and promote, in due course, the replacements required due to wear, obsolescence, technological improvement, or termination of its useful life, and promote repairs or updating necessary for the proper performance and preservation of the adequacy of activities and services, in accordance with the updating principle.
- jjj)** provide all information and carry out the activities required for the transfer of the PURPOSE on the expiration of the AGREEMENT, thus it takes place without disruption of services;
- kkk)** Transfer free of charge to the CONTRACT-LETTING AGENCY at the end of the CONCESSION, the intellectual property rights on the studies and designs prepared for the specific purposes of CONCESSION, the trademark rights related to CONCESSION, as well as designs, plans, drawings, documents and other materials needed for the performance and maintenance of CONCESSION activities;
- lll)** Provide to the CONTRACT-LETTING AGENCY the use of the ANHEMBI COMPLEX, as set forth in subclause 0 of this AGREEMENT;
- mmm)** assume and fulfill the events agreements to be held exclusively in the years 2020, 2021 and 2022 signed by the CONTRACT-LETTING AGENCY to the START DATE OF ORDER;
- nnn)** Assume the existing operational agreements signed between Contract-Letting Agency or other entities or agencies of Government and service providers or suppliers of goods which purpose is the rendering of services or the supply of goods to the ANHEMBI COMPLEX. In the agreements in force which purpose is rendering of services or supply of goods involving other facilities in addition to the ANHEMBI COMPLEX, the CONCESSIONAIRE subrogation shall be partial and cover only the activities, obligations and charges on ANHEMBI COMPLEX;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0016

**ooo)** replicate the obligations and liabilities herein assumed by the CONCESSIONAIRE in agreements with third parties for the performance of activities related to the PURPOSE of the CONCESSION; and

**ppp)** Fulfill the urban parameters on division, use and occupation of land, established by the applicable legislation. Among other provisions in laws and this AGREEMENT, the CONCESSIONAIRE is forbidden to:

- a) grant loans, financing and / or any other kind of transfer of funds to its shareholders and / or RELATED PARTIES except transfers of funds as dividend distribution, capital reduction, payment of interest on equity and / or any contracting of works or services from contracted third parties on the basis of market conditions, and according, in any case, with the terms and conditions set forth in this AGREEMENT;
- b) Provide guarantee, suretyship or any other kind of guarantee on behalf of RELATED PARTIES and/or third Parties, except as expressly allowed by this AGREEMENT.
- c) sign contracts to agreement for exploration of ANCILLARY REVENUES after the expiration of the term of CONCESSION or a term exceeding the validity of the CONCESSION;
- d) Subcontract legal entity (ies) which fail(s) to comply with the rules in force relating to occupational health and safety;
- e) Provide discriminatory treatment to the CONTRACT-LETTING AGENCY and the USERS, as regards the conditions of access, lease and use of the areas in ANHEMBI COMPLEX;
- f) dispose of any REVERSIBLE ASSETS, other than by complying with provisions in sub-clauses 0 and 0 ;
- g) build ASSOCIATED PROJECTS that prevent the activities of fairs, exhibitions and events, especially CARNIVAL, in the areas of ANHEMBI COMPLEX ;
- h) subcontract BIDDER that has participated in the BIDDING; and
- i) Change Location of SAMBADROME.

The delay in obtaining licenses, permits and authorizations required for the full performance of the PURPOSE, or even for exploitation of ASSOCIATED REVENUE by a fact attributable to the Government in municipal, state or federal level which is understood as the delay in term exceeding twelve (12) months of regular application receipt and timely documented by the CONCESSIONAIRE, shall entitle to restatement of the economic and financial balance on behalf of the CONCESSIONAIRE, in case of proven impact on CONCESSION.

**13TH ARTICLE - CONTRACT-LETTING AGENCY'S POWER**

The CONTRACT-LETTING AGENCY's obligations , subject the other obligations set forth in this AGREEMENT, in its EXHIBITS and applicable law:

- a) issue the Final Acceptance Instrument on completion of the INTERVENTIONS PROGRAM, in accordance with the conditions of this AGREEMENT and EXHIBIT III of this AGREEMENT- CONCESSIONAIRE SPECIFICATIONS HANDBOOK;
- b) monitor compliance with applicable legislation, during the performance of this AGREEMENT;
- c) Provide to the CONCESSIONAIRE from START DATE OF ORDER, free and clear, the assets to be under the management of the CONCESSIONAIRE, required for appropriate performance of PURPOSE;
- d) examine the plans and projects submitted by the CONCESSIONAIRE, on schedule;
- e) Be liable for the charge, damages, expenses, payments, indemnities and any legal measure arising from acts or facts also environmental, taking place before START DATE OF ORDER and related to the PURPOSE as well as acts or facts, although after the START DATE OF ORDER, arising exclusively on the CONTRACT-LETTING AGENCY'S fault or any third party contracted thereby which agreement has not been assumed by the CONCESSIONAIRE pursuant to sub item 0 ;
- f) provide information to the CONCESSIONAIRE that are available for the good performance of CONCESSION;
- g) Properly justify the decisions, approvals, orders or other acts performed during the term of the AGREEMENT;
- h) formally indicate to public official (s) responsible for monitoring this AGREEMENT;





**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0017

- i) coordinate the relationship under subclause 0 , letter ' h)' of this AGREEMENT, also the intermediation of possible conflicts;
- j) Follow-up, permanently monitor and certify the compliance with this AGREEMENT, and analyze the information provided by the CONCESSIONAIRE, allowing contracting third parties to assist it and provide information thereto;
- k) apply sanctions and penalties and adopt other measures necessary for the regular performance of this AGREEMENT in case of default of the obligations assumed by the CONCESSIONAIRE;
- l) cooperate, within its jurisdiction and in compliance with the relevant legislation terms, to obtain licenses and permits that should be required for the CONCESSION, together with other municipal agencies, and attending technical meetings and submission of necessary opinions, according to the terms of subsection 0 , letter ' b)';
- m) send monthly to the CONCESSIONAIRE the full content of the reports of accidents, complaints, comments and events reported by USERS on the PURPOSE and registered with the CONTRACT-LETTING AGENCY by the relationship platform provided ion EXHIBIT III of this AGREEMENT - CONCESSIONAIRE'S ASSIGNMENTS HANDBOOK, respecting the privacy of USERS; and
- n) Convene an Interventions Commission, in accordance with EXHIBIT III of this AGREEMENT- CONCESSIONAIRE'S SPECIFICATIONS HANDBOOK.

the CONCESSIONAIRE shall be liable for payment of the Property and Urban Land Tax - IPTU assessed on the CONCESSION area from the START DATE OF ORDER.

Any differences in the calculation of the amount payable as Property and Urban Land Tax - IPTU should be referred exclusively by the CONCESSIONAIRE to the Municipal Finance Department subject to the provisions of subclause 0 of this AGREEMENT.

#### **14TH CLAUSE - CONCESSIONAIRE'S RIGHTS**

The CONCESSIONAIRE subject to and in addition to other rights under applicable law and this AGREEMENT, shall be entitled to:

- a) explore the PURPOSE as of the START DATE OF ORDER, with broad entrepreneurial and management freedom of its activities, subject to the limitations and conditions set forth in this AGREEMENT, and applicable law, and for agreements and all kinds of contracts or adjustments signed by the CONCESSIONAIRE with any RELATED PARTY, compliance with market conditions;
- b) build and exploit economically ASSOCIATED PROJECTS,, in ANHEMBI COMPLEX, according, where appropriate, the provisions of the Municipal Law No. 15,150 / 2010 and contained in EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK;
- c) adopt name or mark ( *naming rights* ) to the ANHEMBI COMPLEX , CONVENTIONS CENTER, EXHIBITION PAVILION and the SAMBADROME, their parts or activities, provided that in compliance with existing legislation and the provisions of subclause 0 , letter ' d)' and subclause 0 OF this AGREEMENT;
- d) Receive ANHEMBI COMPLEX within the established and as-is;
- e) raise and manage the financial funds required to the exploitation of the PURPOSE;
- f) Explore ANCILLARY REVENUE on its own account and risk;
- g) freely indicated the sources of obtaining ANCILLARY REVENUE;
- h) use the name and logo of ANHEMBI COMPLEX;
- i) change the logo of ANHEMBI COMPLEX;
- j) the maintenance of the economic and financial balance of this AGREEMENT;
- k) subcontract third parties for the performance of inherent, accessory or complementary activities, under the law and this AGREEMENT;
- l) get decisions from the CONTRACT-LETTING AGENCY within established term;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0018

- m) Distribute dividends and carry out other legal forms of cash distribution to shareholders, subject to the terms and conditions set forth in this AGREEMENT;
- n) use the administrative and legal means appropriate to receive payments as they are payable for any reason by consumers, USERS or service-receiver of CONCESSIONAIRE;
- o) discounting from the VARIABLE GRANT the values, broken down in agreements signed by THE Contract-Letting Agency up to the date of START ORDER for the public price actually paid for the obligation in subclause 12.2, letter 'mmm'); and
- p) under the events agreements subrogated based on the letter 'i)' of subclause 0, receive the amounts which payments have not been made on behalf of the CONTRACT-LETTING AGENCY by the time of subrogation.

For the purposes of the letter 'k)' of the previous subclause, the CONCESSIONAIRE shall ensure that subcontractors have technical expertise compatible with the activities of the PURPOSE

The agreements between CONCESSIONAIRE and third parties shall be governed by private law. In no event, any relationship is established between third parties and the CONTRACT-LETTING AGENCY.

The knowledge of the CONTRACT-LETTING AGENCY about any agreement signed by the CONCESSIONAIRE with subcontractors or third parties shall not be release the CONCESSIONAIRE from the total or partial fulfillment of its obligations under this AGREEMENT and its EXHIBITS.

**15TH ARTICLE - CONTRACT-LETTING AGENCY'S PREROGATIVES**

The CONTRACT-LETTING AGENCY subject to and in addition to other rights under applicable law and this AGREEMENT, shall be prerogatives:

- a) To intervene in activities under the PURPOSE, resume them and extinguish them, in the cases and conditions provided for this AGREEMENT and the applicable law;
- b) delegate under the terms and limits of the law, regulation, supervision and inspection powers under this AGREEMENT;
- c) Request to the CONCESSIONAIRE, at any time and under any circumstances, technical, operational, economic, financial, accounting information and measurement and rendering of accounts, which should be provided by the CONCESSIONAIRE, subject to subclause 0, letter 'rr)'; and
- d) retain the right to the PREFERRED USE of SAMBADROME and NESGAS for hosting the Carnival events, as provided in subclause 0 of this AGREEMENT.

The CONTRACT-LETTING AGENCY holds PREFERRED USE of SAMBADROME and NESGAS the for the hosting of the Carnival events, which shall not exceed 68 (sixty-eight) consecutive days per year, non-cumulative from year to year and to be carried out as follows:

- a) the initial term of PREFERRED USE shall be the date corresponding to fifty (50) days prior to the Friday before the Ash Wednesday, and the PARTIES shall use the best efforts to prior adjustment of the availability of SAMBADROME;
- b) The CONTRACT-LETTING AGENCY shall exercise the PREFERRED USE through the agencies or entities of INTERVENING CONSENTING PARTY, which, in this case, shall assume all liability arising from the activities and services to be performed for the CARNIVAL events;
- c) The CONCESSIONAIRE shall provide, exclusively to the CONTRACT-LETTING AGENCY, access to SAMBADROME and NESGAS, which should carry out, at its own account, numbering of seats and tickets, facilities and temporary and removable interference of infrastructure for better use and host the Carnival;
- d) The CONCESSIONAIRE shall have restricted access to SAMBADROME and NESGAS during PREFERRED USE, limiting the possible ASSOCIATED PROJECTS and other facilities of ANHEMBI COMPLEX under subclause 0 and in EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK; and



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0019

e) The CONTRACT-LETTING AGENCY should return the SAMBADROME and NESGAS within the term under subclause 0 and as-received, removing the facilities and possible interference performed after hosting the Carnival events.

The exclusive access provided for in subclause 0 letter ' c)' does not cover the ASSOCIATED PROJECTS, provided however built with independent assess and visual isolation in compliance with EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK, which should be exploited by the CONCESSIONAIRE during PREFERRED USE, provided however subject to the provisions set forth in that EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK.

The PREFERRED USE means the temporary cessation of *naming rights* of the SAMBADROME for a period up to thirty (30) days per year.

Within 2 (two) months before starting the PREFERRED USE, the CONTRACT-LETTING AGENCY shall inform the period in which the temporary cessation mentioned in the previous subclause.

For exercise and use of SAMBODROME and NESGAS for the purposes specified in subclause 0 of this AGREEMENT, the CONTRACT-LETTING AGENCY shall enter into commitments with domestic and / or international agencies, event promoters, private companies and agencies and Government Entities, aimed at the hosting of the Carnival events, with efficiency and defined quality, for better convenience and appropriate service to USERS.

The signature of the commitments referred to in subclause 0 should provide, exclusively during the period of the Carnival, for the commercial exploitation of brands ( *naming rights* ) of the event, as well as the areas of SAMBADROME, except the ASSOCIATED PROJECTS in the SAMBADROME are except under the previous subclauses.

The CONTRACT-LETTING AGENCY recognizes and exempts the CONCESSIONAIRE from any loss and burden to third parties and / or the SAMBADROME and NESGAS structures, resulting from its conduct or those performed by any of its promisees during the period of PREFERRED USE.

The CONCESSIONAIRE recognizes and holds the CONTRACT-LETTING AGENCY harmless from any damage and burden from the operation of ASSOCIATED PROJECTS and the remaining ANHEMBI COMPLEX from possible impact of people and traffic flow in the use of SAMBADROME and NESGAS during PREFERRED USE. The exercise of PREFERRED USE does not exempt the CONCESSIONAIRE from the performance of any obligations set forth in this AGREEMENT, mainly related to the payment of RECURRENT GRANT as provided for in EXHIBIT IV of this AGREEMENT - GRANT PAYMENT SYSTEM.

Maintaining the non-exercise of PREFERRED USE by (three) consecutive years the PARTIES shall review, the parameters general conditions and results of the CONCESSION during the next regular revision under 0 .

Subject to the PREFERRED USE , the CONTRACT-LETTING AGENCY should use the SAMBADROME and NESGAS for other purposes unrelated to Carnival during the year for seven (7) days, consecutive or not, non-cumulative from year to year, without any monetary compensation from the CONTRACT-LETTING AGENCY.

In the case provided for in the preceding subclause, the CONTRACT-LETTING AGENCY, at least two (2) months before the date of use, shall notify the CONCESSIONAIRE about the intention to use the SAMBADROME and NESGAS.

The CONTRACT-LETTING AGENCY shall submit other options of the dates if the CONCESSIONAIRE already has event (s) pre-booked in SAMBADROME to prevent the use mentioned in subclause 0 .

In the case provided for in subclause 0, temporary cessation does not apply to the naming rights of SAMBADROME provided for in subclause 0 .

For liability purposes for any burden and losses, the provisions of subclause 0 and 0 is applicable to the case provided for in subclause 0 .



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0020

In addition to the PREFERRED USE and the provisions in subclause 0, the CONTRACT-LETTING AGENCY and / or INTERVENING CONSENTING PARTY should use the ANHEMBI COMPLEX facility, provided however under joint understanding with the CONCESSIONAIRE and with prior adjustment between the parties on the dates, ANHEMBI COMPLEX facilities to be used and the amounts to be charged, which should possibly be offset on behalf of the CONCESSIONAIRE on the amount payable as VARIABLE GRANT.

If the prior understanding mentioned in the previous subclause provides on discount to VARIABLE GRANT or other compensation system on behalf of the CONCESSIONAIRE, the PARTIES shall enter into an amendment to this AGREEMENT, and the CONTRACT-LETTING AGENCY and / or INTERVENING CONSENTING PARTY: are prohibited to pay any pecuniary amount on behalf of the CONCESSIONAIRE.

**16TH CLAUSE - INTERVENTION PROGRAM**

Before to the beginning of the works relating to INTERVENTION PROGRAM, the CONCESSIONAIRE shall submit the BASIC DESIGN regarding the implementation of the works provided for in INTERVENTION PROGRAM under this EXHIBIT III of this HANDBOOK.

The BASIC DESIGN should be prepared in accordance with the requirements of the AGREEMENT and its EXHIBITS and shall contain the necessary and sufficient elements with proper degree of accuracy to feature the works and services to be performed, allowing the evaluation of the method used and the deadline for the investment. The performance of the INTERVENTION PROGRAM shall be completed within 48 (forty-eight) months from the START DATE OF ORDER, and the CONCESSIONAIRE shall comply fully with its obligations within this period, subject to the application of the corresponding penalties.

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 carried out jointly by the PARTIES, through specially designated representatives within fifteen (15) days from the CONCESSIONAIRE's request

To perform the verification referred to in subclause 0 the CONTRACT-LETTING AGENCY shall consider solely the terms of BASIC DESIGN approved and forecasts contained in EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK.

On performance of the measurement, the CONTRACT-LETTING AGENCY shall specify corrections or additions deemed necessary, if the inadequacies are found regarding the approved INTERVENTION PROGRAM.

The CONCESSIONAIRE shall have thirty (30) days term to implement the corrections and / or additions indicated by the CONTRACT-LETTING AGENCY, renewable for the same period upon formal justification by the CONCESSIONAIRE and prior authorization from the CONTRACT-LETTING AGENCY, under penalty of application of the corresponding penalties.

on completion of the corrections and / or additions mentioned in the previous subclause, which should be formally notified by the CONCESSIONAIRE to the CONTRACT-LETTING AGENCY, the later shall perform further examination, under Subclause 0 within ten (10) days from the completion notice from the CONCESSIONAIRE and issued as appropriate, the Final Acceptance Instrument relating to the completion of the Works of INTERVENTION PROGRAM, which should contain adherence to the requirements and specifications defined in INTERVENTION PROGRAM submitted by the CONCESSIONAIRE and approved by the CONTRACT-LETTING AGENCY.

The issue of Final Acceptance Instrument relating to the Completion of the Works of INTERVENTION PROGRAM does not release the CONCESSIONAIRE from obtaining the permits and licenses and authorizations to be issued by the competent agencies.

The CONTRACT-LETTING AGENCY, at any time, confirming that the CONCESSIONAIRE has failed to fulfill the charges established in this AGREEMENT and its EXHIBITS or applicable rules, shall expressly state on performance of the necessary adjustments and adequacies for fulfillment of this AGREEMENT. .



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0021

The CONCESSIONAIRE is liable for performing any adjustments and adaptations necessary for the performance of this AGREEMENT and its EXHIBITS.

The performance of adjustments mentioned in subclause 0 does not exempt the CONCESSIONAIRE from the payment of any fines and penalties assessed for non-compliance with deadlines and / or charges set forth in this AGREEMENT and its EXHIBITS.

To perform the INTERVENTION PROGRAM, the Intervention Commission shall act in providing all kinds of assistance required, in order to comply with the deadlines and terms defined as provided for in the EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK.

Any discrepancies arising from the performance of INTERVENTION PROGRAM shall be settled by the Dispute Prevention and Resolution Committee, as provided for in 0 .

**17TH CLAUSE EXPLORATION OF ASSOCIATED PROJECTS AND ANCILLARY REVENUES**

The CONCESSIONAIRE should explore ASSOCIATED PROJECTS, or other forms of commercial exploitation in open spaces of ANHEMBI COMPLEX, subject to applicable laws and regulations and the provisions of this AGREEMENT and its EXHIBITS, in particular EXHIBIT III of this AGREEMENT - CONCESSIONAIRE SPECIFICATIONS HANDBOOK as well as the fact that such explorations shall not compromise quality standards and purposes of ANHEMBI COMPLEX , as provided for in the rules and procedures under this AGREEMENT.

The exploration of activities or the placement of advertising are not allowed which breach the legislation in force in political or religious kind or that should affect the operational performance of ANHEMBI COMPLEX.

For the necessary engineering works to build ASSOCIATED PROJECTS in ANHEMBI COMPLEX, the CONCESSIONAIRE shall fulfill the procedure set forth in subclause 0 for prior approval of its designs by the CONTRACT-LETTING AGENCY.

The CONCESSIONAIRE should enter into agreements with third parties and explorers of economic services and of activities, involving the use of open spaces of ANHEMBI COMPLEX destined to ASSOCIATED PROJECTS or other forms of commercial exploitation, which shall be governed by private law, without the establishment any legal relationship between the third parties and the CONTRACTING PARTY.

With regard to agreements entered into by the CONCESSIONAIRE with third parties, service providers and operators and economic activities as a source of ANCILLARY REVENUES, the compensation shall be freely negotiated between the CONCESSIONAIRE and the other contracting party.

The terms of the agreements referred to in subclause 0 shall not compromise the security standards and purposes of ANHEMBI COMPLEX , or change any of its mandatory characteristics provided for in EXHIBIT III - CONCESSIONAIRE SPECIFICATIONS HANDBOOK, in this AGREEMENT, and should always fulfill the current regulations.

The validity term of the agreements signed by CONCESSIONAIRE and third parties shall not exceed the term of CONCESSION.

In case of early termination of the CONCESSION, including by forfeiture and expropriation, the CONTRACT-LETTING AGENCY regardless of indemnity, should terminate the agreement signed by the CONCESSIONAIRE involving the use of areas or structures for operation of the PURPOSE.

The CONTRACT-LETTING AGENCY shall have access at any time to all agreements signed by the CONCESSIONAIRE relating to the operation of the PURPOSE.

The CONCESSIONAIRE, through its subsidiaries, or controlled companies should perform the activities under of this Clause, or other activities that do not constitute the primary purpose of the AGREEMENT, subject to its provisions.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0022

**CHAPTER V - THE FINANCING**

**18TH CLAUSE - THE FINANCING**

The CONCESSIONAIRE, if needed, shall be liable for obtaining, application, amortization, interest payments and management of FINANCING (S) need to normal performance of the CONCESSION, so that all obligations under this AGREEMENT are comply with, fully and promptly.

The CONCESSIONAIRE shall not claim any provision, clause or condition of the FINANCING agreement(s) perhaps contracted, or any delay in the formalization of the FINANCING agreement(S) or delay in disbursement of funds agreed to exempt all or part of the obligations assumed in this AGREEMENT, which terms shall be known entirely by FINANCIERS.

The CONCESSIONAIRE shall submit to CONTRACT-LETTING AGENCY, a certified copies of FINANCING agreements and guarantee to be signed as well as the documents representing any bonds and securities to be issued and any amendment to such instruments within 30 (thirty) business day form the signature date and issuance as applicable.

**CHAPTER VI - AGREEMENT AMOUNT, CONCESSIONAIRE'S COMPENSATION AND PAYMENT OF GRANT**

**19TH CLAUSE – THE AGREEMENT AMOUNT**

AGREEMENT VALUE is BRL [ *fill in according to the winning proposal* ] which corresponds to the value of the estimated investments for performance of the obligations of the AGREEMENT, accrued with the value of the FIXED GRANT, RECURRENT GRANT, estimated costs and expenses, throughout the term of the CONCESSION.

The amount comprised in previous subclause is a simply indicative and shall not be used by any PARTY to request the restatement of the economic-financial balance of CONCESSION.

**20TH CLAUSE - PAYMENT OF GRANT**

The CONCESSIONAIRE undertakes to pay to the CONTRACT-LETTING AGENCY the FIXED GRANT and RECURRENT GRANT.

Payment for the ACTUAL GRANT shall be made according to the conditions specified in EXHIBIT IV of this AGREEMENT - GRANT PAYMENT SYSTEM.

In case of delayed payment, the CONTRACT-LETTING AGENCY shall adopt the measures and sanctions provided for in EXHIBIT IV of this AGREEMENT -GRANT PAYMENT SYSTEM.

**21ST CLAUSE - CONCESSIONAIRE'S COMPENSATION**

The revenues to be earned by CONCESSIONAIRE result from GROSS REVENUE result from exploitation of PURPOSE and ANCILLARY REVENUES.

No amount shall be payable by the CONTRACT-LETTING AGENCY to CONCESSIONAIRE for the performance of the PURPOSE.

The CONCESSIONAIRE shall perform any lawful activities compatible with this AGREEMENT, subject to the prohibitions set forth in this AGREEMENT, and in particular in EXHIBIT III of this AGREEMENT - CONCESSIONAIRE CHARGES HANDBOOK

**CHAPTER VI - INSPECTION**

**22ND CLAUSE – THE INSPECTION**

The inspection of CONCESSION, covering all activities of the CONCESSIONAIRE during this AGREEMENT, shall be performed by the CONTRACTING PARTY, directly or through decentralization, which should make use of third-party technical support under the legislation and EXHIBITS of this AGREEMENT.

The CONCESSIONAIRE shall provide to the CONTRACT-LETTING AGENCY, or anyone accredited thereby, free access at any time, to areas, facilities, locations, documents and data relating to the CONCESSION and the



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0023

CONCESSIONAIRE, including statistics, administrative and financial records and agreements with third parties to provide, within the established term, the clarifications that are formally requested.

The CONTRACT-LETTING AGENCY should require to the CONCESSIONAIRE, at any time and under any circumstances, technical, operational, economic, financial and accounting information, as well as measurement and rendering of accounts, as necessary allowing a reasonable term for fulfillment of the requests.

The CONTRACT-LETTING AGENCY, directly or through its authorized representatives, should carry out in the presence of CONCESSIONAIRE's representatives, surveys, tests or assays in order to adequately assess the operational conditions and characteristics of the equipment, systems and facilities used in the CONCESSION.

In the exercise of supervision, the CONTRACT-LETTING AGENCY should:

- a) monitor the performance of works and rendering of services, activities and supplies, and the conservation of ASSETS BOUND TO CONCESSION;
- b) Perform the inspections to verify the facilities and equipment adequacy determining the necessary corrections, repairs, removals, rebuilding, or replacements under CONCESSIONAIRE's account when in disagreement with the specifications in this AGREEMENT and its EXHIBITS;
- c) intervene when necessary in the performance of PURPOSE activities, under the law and this AGREEMENT, in order to ensure the regularity and the faithful fulfillment of contractual obligations by the CONCESSIONAIRE;
- d) determine to redo works, activities and services at no cost to the CONTRACT-LETTING AGENCY, if already performed and in disagreement with the specifications of this AGREEMENT and its EXHIBITS as well as with current legislation and applicable technical standards; and
- e) Apply the sanctions and penalties provided for in this AGREEMENT.

If the CONCESSIONAIRE refuses to accept the determinations with grounds made by the CONTRACT-LETTING AGENCY, it should take, directly or through third parties, the necessary steps to correct the situation, and the CONCESSIONAIRE shall bear the costs, notwithstanding the application of appropriate sanctions and penalties.

The inspection, by the CONTRACT-LETTING AGENCY does not exclude the CONCESSIONAIRE's liability for the adequacy and quality of investments as well as the fulfillment of contractual obligations.

#### **CHAPTER VI - RISK**

##### **23RD CLAUSE - RISKS ALLOCATION**

The CONCESSIONAIRE is entirely and exclusively liable for all risks related to CONCESSION, except as otherwise expressly provided in this AGREEMENT.

The CONCESSIONAIRE shall carry out detailed survey of the risks it assumes on the signature of the AGREEMENT and to adopt the measures or adequate and efficient processes to mitigate them.

Among the risks assumed by the CONCESSIONAIRE, notwithstanding other undertaken in this CONCESSION are included:

- a) obtaining licenses, permits and authorizations related to the activities of CONCESSION, subject to the provisions of subclauses 0 and 0 ;
- b) the delay in fulfilling the deadlines set forth in this AGREEMENT and its EXHIBITS, also as a result of failure to obtain permits, licenses and / or authorizations to be issued by administrative authorities required for demolition, construction and installation of goods and equipment, except for the cases attributable and / or duly justified and previously accepted by the CONTRACT-LETTING AGENCY;
- c) the variation in inputs costs, operational, maintenance costs and investments, also as a result of exchange rate fluctuations and changes in the price of water and electricity;
- d) the variation of expenses and revenue arising from the operation of ASSOCIATED PROJECTS, related to the operation and structure of the Carnival events during the PREFERRED USE considering the provisions of this EXHIBIT III of this AGREEMENT - CONCESSIONAIRE CHARGES HANDBOOK.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0024

- e) the increase in cost of capital, also from the increase in interest rates on the activities for the performance of PURPOSE;
- f) the delay in fulfilling the deadlines set forth in this AGREEMENT;
- g) administration, maintenance and conservation of the ANHEMBI COMPLEX's structures and equipment, fulfilling all the requirements of this AGREEMENT and its EXHIBITS;
- h) changes, errors or delays in the planning, preparation and implementation of all plans, designs and reports required and necessary for the performance of the PURPOSE except in cases where the CONTRACT-LETTING AGENCY had cause it with evidence;
- i) changes in the investment plan, by mere liberality of the CONCESSIONAIRE;
- j) the error in its designs, the error in its estimates of costs, expenses and / or schedule, failures in the rendering of services and activities and errors or failures caused by the CONCESSIONAIRE, by its agents or employees, or its subcontractors;
- k) the safety and health of workers that are subordinated to the CONCESSIONAIRE and / or its subcontractors in the performance of PURPOSE;
- l) the cost of FINANCING assumed for making investments or to fund the performance of the PURPOSE and the increase of interest rates, except in cases where it is proved that the increase in costs related to FINANCING obtained by the CONCESSIONAIRE arise directly from acts performed by the CONTRACT-LETTING AGENCY under this AGREEMENT, especially those related to any breach of the contractual obligations assumed thereby;
- m) the quality of activities of the PURPOSE as well as compliance with the technical specifications set forth in this AGREEMENT and its EXHIBITS, especially EXHIBIT III - CONCESSIONAIRE CHARGES HANDBOOK;
- n) obsolescence, security, robustness and full operation of technologies, equipment and techniques used in CONCESSION;
- o) Losses caused to third Parties, by the CONCESSIONAIRE or its employees, service providers, outsourced, subcontractors or any other person or legal entity related to it, in the performance of the activities covered by the AGREEMENT;
- p) inefficiencies or economic loss arising from failure, negligence, ineptitude or omission in the performance of PURPOSE, except for acts or omissions of the CONTRACT-LETTING AGENCY.
- q) The extinction, destruction, burglary, theft, vandalism, loss or any other types of damage caused to ASSETS RELATED TO THE CONCESSION, which responsibility shall not be reduced or excluded by virtue of monitoring the CONTRACT-LETTING AGENCY;
- r) events that should be under insurance coverage offered in Brazil at the time of its occurrence, including the cases of UNFORESEEABLE CIRCUMSTANCES or FORCE MAJEURE, and the variation in the price;
- s) the labor, social security, tax and business charges resulting from the performance of this AGREEMENT, including the increase of labor cost by agreement, convention or bargaining collective agreement, and accountabilities arising from them, and those related to any companies subcontracted under the CONCESSION;
- t) riots of employees contracted by CONCESSIONAIRE, subcontractor and providers of services to CONCESSIONAIRE;
- u) recovery, prevention, correction and management of environmental liability related to the CONCESSION, and on the disposal of property and equipment used in the performance of the PURPOSE;
- v) the interface with the entities and government agencies, subcontractors, consumers and service receives of the CONCESSIONAIRE as well as the USERS;
- w) Failure to perform the estimated demand of exploration of the PURPOSE and commercial exploitation of ANCILLARY REVENUES, or its reduction for any reason, although arising from bidding by the third parties, except any breach of the obligations assumed by the CONTRACT-LETTING AGENCY under this AGREEMENT and to the extent proven to have contributed to any losses relating to ANCILLARY REVENUES;





**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0025

- x) Failure to establish the estimated revenues with the exploration of PURPOSE and commercial exploitation of ANCILLARY REVENUES or reduce or any reason, except in the case of any breach of the obligations assumed by the CONTRACT-LETTING AGENCY under this AGREEMENT, in the proportion that any proven breach affects the CONCESSION;
- y) creation, the demand and viability of ANCILLARY REVENUES;
- z) the establishment and payment of any necessary adjustments and adaptations to the fulfillment of the minimum guidelines set forth in this AGREEMENT and its EXHIBITS;
- aa) the default of consumers, USERS or receivers of CONCESSIONAIRE service by payments owed thereto on any reason;
- bb) the costs of third-party lawsuits against the CONCESSIONAIRE or subcontractors arising from the performance of the CONCESSION, unless by fact attributable to the CONTRACT-LETTING AGENCY contrary to the terms of this AGREEMENT;
- cc) the damage caused to CONTRACT-LETTING AGENCY on the use of ANHEMBI COMPLEX and its surroundings other than under the provisions of this AGREEMENT, its EXHIBITS, or the applicable rules;
- dd) interruption and / or intermittence in electricity supply or other services necessary for the operation of the activities in the CONCESSION;
- ee) social and / or public events that compromise the performance of the PURPOSE, or which result in damage to the CONCESSION-RELATED ASSETS;
- ff) environmental liabilities fund in ANHEMBI COMPLEX which cause took place after the START DATE OF ORDER, and the CONCESSIONAIRE is liable for environmental assessment and other required environmental studies, at its own account, for proper evidence;
- gg) any losses arising from maintenance and / or repairs related to the performance of the PURPOSE and ANHEMBI COMPLEX;
- hh) geological risk and any hidden defects that affect, in any way, the works of ASSOCIATED PROJECTS; and
- ii) costs, expenses, investments and losses made on the subsequent change of the Fire Department's standards, technical standards and / or safety standards, although taking place after the DELIVERY DATE OF PROPOSALS . The CONCESSIONAIRE shall indemnify and hold the CONTRACT-LETTING AGENCY harmless from any claim or damage it will suffer from acts performed by its officers, employees, agents, service providers, subcontractors and third parties with which it has contracted or any other individual or company related thereto. The CONCESSIONAIRE shall also indemnify and hold CONTRACT-LETTING AGENCY harmless from the proceeding expenses, lawyers' fees and other burdens directly or indirectly supported in respect to events described in previous subclause. The CONCESSIONAIRE shall not bear the risks, giving rise to the economic and financial rebalance procedure in the event of an increase or reduction of the costs it made in the performance of the PURPOSE, under this AGREEMENT:
- a) judicial or administrative decisions directly impacting or encumbering, or preventing or hindering the CONCESSIONAIRE from the full or partial performance of the PURPOSE, except in cases where the CONCESSIONAIRE, or its contractors, had caused the situation on supporting the decisions;
- b) delay or non-performance of the obligations of the CONCESSIONAIRE, solely caused by delay or omission from the CONTRACT-LETTING AGENCY, or other agencies or entities in Government of Municipality of São Paulo, provided however formal compliance is proven and timeliness and adequacy of applications and requests submitted by the CONCESSIONAIRE, and provided that the proper agencies or entities failed to fulfill the statutory deadline granted thereto for their statements;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0026

- c) The non-compliance by the CONTRACT-LETTING AGENCY with the contractual and regulatory obligations including but not limited to the breach of terms applicable thereto provided for in this AGREEMENT and/ or the laws in force.
- d) delay in fulfilling the deadlines set forth in this AGREEMENT relating to the obligations assumed by the CONCESSIONAIRE, when arising directly from unlawful action or omission from the CONTRACT-LETTING AGENCY;
- e) Determination by the CONTRACT-LETTING AGENCY of new obligations or unilateral change of the original obligations under the AGREEMENT, which cause impact on the costs and burdens of CONCESSIONAIRE;
- f) damage to third parties or to the environment by representatives of the CONTRACT-LETTING AGENCY occurred before START DATE OF ORDER and so proven by the CONCESSIONAIRE, in which case, besides the right to economic and financial balance of the AGREEMENT, the CONCESSIONAIRE shall have the right to compensation by the CONTRACT-LETTING AGENCY of any indemnity it should pay on environmental liabilities and labor liabilities and / or cases of civil liability which cause is a fact before the CONCESSION;
- g) lawsuits or administrative demands originating from services rendered before START DATE OF ORDER;
- h) strike by employees and workers of the CONTRACT-LETTING AGENCY proven to prevent or hinder the CONCESSIONAIRE to provide full or partial the PURPOSE;
- i) labor or tax liabilities from the CONTRACT-LETTING AGENCY or other providers on services rendered in ANHEMBI COMPLEX or cause has occurred before the START DATE OF ORDER;
- j) geological risk and any hidden defects that prevent the performance of works of INTERVENTION PROGRAM in ANHEMBI COMPLEX;
- k) subsequent change in the law after the DELIVERY DATE OF PROPOSALS changing the economic and financial balance of the AGREEMENT and resulting in losses to the CONCESSIONAIRE;
- l) action of the CONTRACT-LETTING AGENCY politically motivated, such as incentives to public demonstrations against CONCESSIONAIRE, "encampação branca" [white expropriation], understood as the attempt to resume the operation of the service by the CONTRACT-LETTING AGENCY without following the appropriate legal procedure, as well as official tolerance unlawful conduct that directly affect the performance of the AGREEMENT and any other actions of the CONTRACT-LETTING AGENCY proven to be politically motivated;
- m) subsequent change, after the DELIVERY DATE OF PROPOSALS of urban division parameters, use and occupation of land applicable to the ANHEMBI COMPLEX that negatively affect the parameters hitherto existing, subject to evidence by the CONCESSIONAIRE, of the actual loss of the supervenience;
- n) occurrence of list of the property and / or tangible or intangible assets related to CONCESSION causing investments, costs and expenses, due to impacts on the premises and original designs under the CONCESSION, except the elements which list process is already in progress in the DELIVERY DATE OF PROPOSALS
- o) after DELIVERY DATE OF PROPOSALS, subsequent land subdivision of the ANHEMBI COMPLEX causing investments, costs and expenses, due to impacts on the premises and original designs under the CONCESSION. and
- p) revocation, by INTERVENING CONSENTING PARTY of the Use Permit Agreement entered into with the CONTRACT-LETTING AGENCY referring to the use of NESGAS.

Any taxes or legal charges created, modified or extinguished, assessed directly on the activities performed by the CONCESSIONAIRE, or the PURPOSE and which creation, modification or termination occurs after DELIVERY DATE OF PROPOSALS with proven direct impact on the economic-financial balance of AGREEMENT, shall give rise to economic and financial rebalance procedure on behalf of the CONCESSIONAIRE or the CONTRACT-LETTING AGENCY, as appropriate.

Is not included in provisions in subclause 0 :

- a) Income taxes and contributions;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0027

- b) taxes on the inputs used by the CONCESSIONAIRE for the performance of the PURPOSE; and  
c) legal taxes and charges related to obtaining the ANCILLARY REVENUES, in its sole management or through partnerships with third parties, which tax risk is fully attributed to the CONCESSIONAIRE.

In the event of UNFORESEEABLE CIRCUMSTANCES or FORCE MAJOR which consequences are not covered by insurance available in the Brazilian insurance market and in viable commercial terms, and proven to compromise the performance of PURPOSE significantly, the PARTIES shall mutually agree to proceed to restatement of economic-financial balance or extinction of CONCESSION, based on the event consequences on the continuity of the PURPOSE, as set forth in CHAPTER XIII - SETTLEMENT OF DISPUTES .

On the termination of the CONCESSION, in accordance with the provisions in previous subclause, as applicable, the rules and the valid procedures for terminating the CONCESSION by issue of the contractual instrument, according to this AGREEMENT, the CONCESSIONAIRE shall be entitled to the receipt an indemnity for the portion (s) of investments related to FIXED GRANT and REVERSIBLE ASSETS to be amortized or depreciated, which have been performed in order to ensure the viability and continuity of the CONCESSION, to be demonstrated by studies and technical reports prepared by the CONCESSIONAIRE.

The PARTIES undertake to use all necessary measures and actions to minimize the effects arising from UNFORESEEABLE CIRCUMSTANCES or FORCE MAJEURE.

The CONCESSIONAIRE represents:

- a) To be fully aware of the kind and extent of risks assumed in this AGREEMENT; and  
b) To have taken into account the split of risks established in this AGREEMENT for the drafting of its COMMERCIAL PROPOSAL in BIDDING.

**CHAPTER IX - CONTRACTUAL REVISION AND ECONOMIC AND FINANCIAL BALANCE**

**24TH ARTICLE - REGULAR REVISIONS**

Notwithstanding the other provisions in this AGREEMENT, and privileges legally granted to the CONTRACT-LETTING AGENCY in relation to the determination of new obligations or changes on the PURPOSES under the subclauses 0 and 0 every 3 (three) years from the PUBLICATION DATE OF AGREEMENT, the PARTIES shall review the parameters, conditions and overall results of the CONCESSION, in order to, where appropriate:

To review the specifications of the PURPOSE and improve the activities of the PURPOSE, in respect of the principle of actuality; and

to review and possibly change the charges under this AGREEMENT or in EXHIBIT III - CONCESSIONAIRE CHARGES HANDBOOK in this AGREEMENT.

The revision procedure should be established on its own initiative by CONTRACT-LETTING AGENCY or at the request of the CONCESSIONAIRE within sixty (60) days, extendable for the same period, the completion of three (3) first years validity of this AGREEMENT as of the PUBLICATION DATE OF AGREEMENT.

Subsequent revision procedures shall be established in the format set forth in the previous subclause, every three (3) years from the end of the previous regular revision, and so on until the end of the term of duration of the CONCESSION.

If there is no need to change the parameters, conditions and overall results of CONCESSION, the CONTRACT-LETTING AGENCY should start the procedure set forth in that clause to state on no need for any revision, opening a term for the CONCESSIONAIRE's statement.

For analysis purposes of necessity, convenience or opportunity of revision under this clause, each PARTY shall detail, within thirty (30) days from beginning of proceedings, any suggested changes, with the corresponding justifications, studies and other documents supporting its proposal.

The common revision procedure shall be completed by agreement between the PARTIES within sixty (60) days, extended for the same period.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0028

If the PARTIES fail to reach an agreement, the provision of CHAPTER XIII - SETTLEMENT OF DISPUTES shall apply.

It is accepted at the PARTIES' discretion, the participation of representatives of civil society, event promoters and professionals specialized in the revision process under this clause, to survey data, confirmation of assumptions and / or technical and economic clarifications deemed necessary.

On the outcome of the revision procedure under this clause, economic and financial balance of CONCESSION should be revised for the benefit of the CONCESSIONAIRE or the CONTRACT-LETTING AGENCY under the 0 and 0 this AGREEMENT.

**25TH CLAUSE - EXTRAORDINARY REVISIONS**

Notwithstanding the other provisions of this AGREEMENT and privileges legally granted to the CONTRACT-LETTING AGENCY in relation to the establishment of new obligations or changes on the PURPOSE under the subclauses 0 and 0 The CONTRACT-LETTING AGENCY or CONCESSIONAIRE should request the extraordinary revision of the AGREEMENT always aiming at the regularity, continuity, efficiency, safety, modernity and generality of the PURPOSE, and provided there is proven need for inclusion and / or exclusion of charges in this AGREEMENT, result from subsequent technological changes, or the need for adequacy of quality measurement systems of the services rendered in this AGREEMENT to domestically or internationally recognized technical standards.

The CONCESSIONAIRE's request shall be accompanied by the reasons that justify the intended revision, with details, surveys, studies or relevant technical reports.

In assessing the request send under the previous subclause, the CONTRACT-LETTING AGENCY shall seek the advice of other agencies and technical agencies involved.

The extraordinary revision procedure shall be completed by agreement between the PARTIES within sixty (60) days, extended for the same period.

If the PARTIES fail to reach an agreement, the provision of CHAPTER XIII - SETTLEMENT OF DISPUTES shall apply.

On the outcome of the revision procedure under this clause, economic and financial balance of CONCESSION should be revised for the benefit of the CONCESSIONAIRE or the CONTRACT-LETTING AGENCY under the 0 and 0 this AGREEMENT.

The extraordinary revision of this AGREEMENT shall not consider events that have been known by the PARTY for more than one (1) year.

**26TH CLAUSE THE ECONOMIC-FINANCIAL BALANCE**

Whenever the AGREEMENT conditions are fulfilled and kept the allocation of risks set forth therein, the economic financial balance is deemed maintained.

Notwithstanding other hypotheses established in this AGREEMENT, a situation that justifies the economic and financial balance on behalf of CONTRACT-LETTING AGENCY is the reduction of costs of the CONCESSIONAIRE on the issue of any of the cases specified in subclauses 0 and 0 and in 0 and 0 .

Notwithstanding other hypotheses established in this AGREEMENT, a situation that justifies the economic and financial balance on behalf of the CONCESSIONAIRE is the increased costs and expenses made by CONCESSIONAIRE on the issue of any of the cases specified in subclauses 0 and 0 and in 0 and 0 .

The PARTIES should request the restatement of the economic and financial balance in the situations specified in subclauses 0 and 0 and in 0 and 0 , according to the procedure set out in this AGREEMENT.

The restatement of the economic and financial balance shall be made by agreement between the PARTIES, through the following modes:

Extension or reduction of the CONCESSION term;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0029

revision of the charges and obligations assumed by the CONCESSIONAIRE, including deadlines binding to CONCESSIONAIRE;

Revision of value payable as VARIABLE GRANT to CONTRACT-LETTING AGENCY and TERRITORIAL GRANT to INTERVENING CONSENTING PARTY whether increased or decreased ;

Cash payment of indemnity;

Another form defined by common Agreement between the CONTRACT-LETTING AGENCY and the CONCESSIONAIRE.

combination of previous modalities;. or

any other measures legally permitted and able to restore the financial equilibrium of the AGREEMENT.

The alternatives to the restatement of economic and financial balance shall not change the allocation of risks originally foreseen in this AGREEMENT.

**27TH CLAUSE RESTATEMENT PROCEDURE FOR THE ECONOMIC-FINANCIAL BALANCE**

The procedure for the restatement of the economic and financial balance should be established by any of the PARTIES, after the process of regular or special revision when verifying the economic and financial imbalance of the AGREEMENT by the technical report.

The analysis of the restatement of the economic and financial balance assumes the verification of overall economic conditions of adjustment, taking as a basis the effects of the events that caused it, described in a technical report to be submitted by the interested PARTY, which should be accompanied of expert report, independent studies and / or other documents considered relevant.

The technical report under the previous subclauses shall demonstrate the effects of the events mentioned therein in a cash flow designed specifically for its demonstration, considering, among others, the investment variation estimate, the statement based on costs or expenses and the suggestion of the measures to be taken to the restatement of the economic and financial balance of this AGREEMENT.

When the request for restatement of the economic and financial balance starts, the requesting PARTY shall fulfill the following:

- a) the request shall be accompanied by technical report, expert opinion and / or independent study that actually demonstrate the impact of occurrence, as set forth in the preceding subclauses, comprising also data such as the date of occurrence and the probable duration of cause for restatement;

the request shall be accompanied by all documents necessary to demonstrate the appropriateness of the request and the CONTRACT-LETTING AGENCY should request specific economic reports to CONCESSIONAIRE , or studies drafted by agencies or entities of the Municipal Government Administration, or even by independent agencies; and request, as appropriate, shall contain an indication of intention to restate the economic and financial balance in one of the manners set forth in subclause 0 , with the detailed statement of the assumptions and parameters used and informing the impacts and any alternatives to the balancing of renderings between the PARTIES.

The CONTRACT-LETTING AGENCY shall have free access to information, goods and facilities of the CONCESSIONAIRE or third parties contracted thereby to assess the CONCESSIONAIRE's claims of for the request of restatement of the economic and financial balance submitted thereby.

For confirmation of the situations identified as causing economic and financial imbalance and the sizing of the effects and measures resulting therefrom, the PARTIES should have a participation of specialized company contracted for this purpose.

The restatement procedure of the economic and financial balance started by any of the PARTIES shall be subject to notice to the other PARTY, allowing thirty (30) days term, extendable for an equal period for statement.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0030

On expiration of the term mentioned in subclause 0 and without statement by the CONCESSIONAIRE, if the process has been started by the CONTRACT-LETTING AGENCY, the restatement proposal shall be considered accepted immediately, for the economic and financial balance of the CONTRACT-LETTING AGENCY.

On the answer of the proposal by CONCESSIONAIRE, if the process has started by the CONTRACT-LETTING AGENCY, it shall have thirty (30) days, extended for the same period, to decide on the restatement of economic and financial balance.

If the origin is determined at the end of the request for restatement of the economic and financial balance, the costs of diligences and studies required to complete documentation of the procedure shall be borne exclusively by the PARTY that has caused the imbalance through offset of the value in VARIABLE amount immediately subsequent to the decision.

If both or none of the PARTIES has (have) given rise to the imbalance, the costs of diligences and studies required to full documentation of the procedure shall be borne by both PARTIES in equal value.

The restatement procedure of the economic and financial balance of the AGREEMENT should be completed within a period not exceeding 60 (sixty) days, except in the case, duly justified, in which the extension for documentation completion is required.

Ninety (90) days after the submission of the request for economic and financial balance of the CONCESSIONAIRE and without an amicably solution, or, in case of disagreement on the need for restatement or the values and / or other specified data, the PARTIES should use the procedures under CHAPTER XIII - SETTLEMENT OF DISPUTES .

The restatement of the economic and financial balance shall be performed to be null the net present value of the marginal cash flow estimated for the event that caused the restatement, considering: (i) the marginal, positive or negative flows, calculated based on the difference between the situations with and without event; and (ii) the marginal flows necessary for the restatement of economic and financial balance, taking into account the implementation of the restatement modes under subclause 0 .

For purposes of determining the marginal cash flow, best information available and updated should be used, using where available, the values actually performed to estimate the value of investments, costs and expenses and any revenue and other gains resulting from the imbalance event, and additionally be based on the best reference of price of public and / or private industry available at the time of the request, including values charged in past agreements signed by the CONTRACTING PARTY, by the shareholders of SPE , or by other companies, market surveys and specific publication on items and inputs prices used in each case, and the unavailability of most current information, the forecasts drafted during the BIDDING.

In the event of new investments or activities requested by the CONTRACT-LETTING AGENCY which are not provided for this AGREEMENT, the CONTRACT-LETTING AGENCY should request to the CONCESSIONAIRE, before to the restatement process of the economic and financial balance, the preparation of basic and executive designs to be submitted to their analysis which drafting burden shall be borne by the CONTRACT-LETTING AGENCY, containing all the elements necessary for pricing the investment and estimates of the impact of the work or activity on CONCESSIONAIRE's revenues for all purposes, according to the provisions of the previous sub-clause.

The restatement of the economic and financial balance should be performed before or after the actual impact of the event which gives reason to imbalance, therefore, calculated the net present value of the marginal cash flow, according to subclause 0, on the valuation date.

To past events of imbalance, the annual actual discount rate to be used in calculating the present value is made up of the average of the last ninety (90) days of the IPCA Treasury selling rate of return with Semiannual Interest (former Government Bonds series B - NTN-B) *ex ante* the deduction of Income Tax, maturing on 05.15.2055, published by the Brazilian Treasury Department, calculated on the date of the actual impact of the imbalance in the



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0031

CONCESSIONAIRE's cash flow, net of the portion referring to the IPCA and plus a risk premium of 4.82% per annum (Four point eighty-two percent per year).

To future events, the annual actual discount rate to be used in calculating the present value is made up of the average of the last ninety (90) days of the *IPCA Treasury* selling rate of return with Semiannual Interest (former Government Bonds series B - NTN-B) *ex ante* the deduction of Income Tax, maturing on 05.15.2055, published by the Brazilian Treasury Department, calculated on the date of the actual restatement by signature of corresponding amendment to the agreement net of the portion referring to the IPCA and plus a risk premium of 4.82% per annum (Four point eighty-two percent per year).

Upon termination or repurchase by the Federal Government of the securities under above subclauses, the PARTIES shall agree jointly on the new calculation methodology of the annual real discount rate and risk premium to be adopted in order to reflect the weighted average cost of capital with CONCESSIONAIRE.

In the event that the business cash flows are calculated in nominal terms, i.e. considering the impact of inflation, the discount rate described in subclauses 0 and 0 should incorporate ADJUSTMENT INDEX.

If the economic and financial balance of the AGREEMENT is restated by changing the term of CONCESSION, the costs and expenses if any arising from reinvestment as a result of the depreciation of the REVERSIBLE ASSETS should be included in the calculation.

#### **CHAPTER X - GUARANTEES AND INSURANCE**

##### **28TH CLAUSE - GUARANTEE OF THE AGREEMENT PERFORMANCE BY CONCESSIONAIRE**

For the faithful fulfillment of obligations, the CONCESSIONAIRE shall render PERFORMANCE BOND of the AGREEMENT in amount equivalent to 1.50% (five point one percent) of the AGREEMENT VALUE, as provided in EXHIBIT I of this AGREEMENT - INVITATION TO BID, in one of the modes set forth in sub-clauses below, at its discretion.

The minimum value of the PERFORMANCE BOND OF AGREEMENT shall be reduced by an amount equivalent to 0.75% (zero point seventy-five percent) of AGREEMENT VALUE provided for EXHIBIT I of this AGREEMENT - INVITATION TO BID, in the month following the issuance of the Final Acceptance Instrument on the Completion of the Works of INTERVENTION PROGRAM.

The PERFORMANCE BOND OF THE AGREEMENT shall be used to cover:

- a) the reimbursement of costs and expenses made by the CONTRACT-LETTING AGENCY on the default of the CONCESSIONAIRE;
- b) payment of VARIABLE GRANT in the event of late payment by the CONCESSIONAIRE for more than ten (10) business days after the maturity of the corresponding installment;
- c) the return of the REVERSIBLE ASSETS part of the CONCESSION in breach of the requirements established in this AGREEMENT or its EXHIBITS;
- d) payment of fines that are assessed to the CONCESSIONAIRE for the default in the performance of its contractual obligations, which discharge does not take place up to 05 (five) business days from its assessment; and / or
- e) the indemnity payment in the event of termination pursuant to subclause 0 .

Whenever used the PERFORMANCE BOND OF AGREEMENT, the CONCESSIONAIRE shall restore its full value, subject to term identical to the sub-clause 0 .

The restatement under previous subclause should be made by CONCESSIONAIRE by complementing the existing guarantee or contracting of new guarantee(s), so that the total value of the PERFORMANCE BOND OF AGREEMENT is always equivalent to the amounts specified in subclauses xxvii and 0 depending on the moment of the contractual enforcement, subject to the penalties provided in this AGREEMENT.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0032

If the fine amounts assessed to the CONCESSIONAIRE exceeds the PERFORMANCE BOND OF AGREEMENT, in addition to the lost thereto, CONCESSIONAIRE shall be liable for the difference and the replaced of the full amount of PERFORMANCE BOND OF AGREEMENT within 10 (ten) business days subject to the assessment of the penalties under this AGREEMENT.

PERFORMANCE GUARANTEE OF AGREEMENT referred to in this clause should assume any of the following modes:

- a) Surety deposit in domestic currency (real), deposited in the checking account to be indicated by the CONTRACT-LETTING AGENCY;
- b) Pledge in government bonds, non-encumbered with clauses on of inalienability and impossibility to levy execution nor acquired compulsorily registered in the centralized settlement and custody system authorized by the Central Bank of Brazil;
- c) Surety bond provided by insurance company authorized to operate in Brazil, with the submission of the certificate of compliance with SUSEP; or
- d) bank guarantee provided by financial institution authorized to operate in Brazil, with on domestic scale greater than or equal to "Aa2.br", "brAA-" or "A (bra)", as reported by rating agencies *Moody's, Standard & Poor's* or *Fitch* on behalf of CONTRACT-LETTING AGENCY.

The offered PERFORMANCE GUARANTEE OF AGREEMENT shall not contain any restrictions or conditions that should hinder or prevent its execution or which should raise doubts as to its enforceability, and the CONCESSIONAIRE shall carry out the renewals and updates required for its full effectiveness during the AGREEMENT.

The PERFORMANCE BOND OF AGREEMENT submitted as surety bond shall follow the provisions of SUSEP Circular Letter No. 477/2013, or rule to replace it.

For PERFORMANCE BOND OF AGREEMENT submitted as pledge of government bonds the following securities shall be admitted:

- a) Pre-fixed Treasury;
- b) Selic Treasury;
- c) IPCA Treasury with Semiannual Interest;
- d) IPCA Treasury;
- e) IGPM Treasury with Semiannual Interest; and
- f) Pre-fixed Treasury with Semiannual Interest.

The costs for rendering the PERFORMANCE BOND OF AGREEMENT shall be exclusively the responsibility of the CONCESSIONAIRE including the restatement.

If surety bond is used, the policy shall be valid at least for 01 (one) year, with renewal clause up to terminate the obligations of the CONCESSIONAIRE.

In the renewal of obligations could not be provided in its policy as provided in subsection 0 the CONCESSIONAIRE shall contract a new PERFORMANCE BOND OF AGREEMENT which should be in force before to the expiration of the previous policy, as follows.

The policy shall contain an express provision of the insurance company's obligation to inform the CONTRACT-LETTING AGENCY and the CONCESSIONAIRE, within 90 (ninety ) days before the final period of the validity, if the policy will be renewed or not.

If the insurance company fails to renew the surety bond policy, the CONCESSIONAIRE shall submit value guarantee and equivalent conditions for approval of the CONTRACT-LETTING AGENCY, up to 5 (five) days before the expiration of the policy, regardless of notice.





**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0033

The CONCESSIONAIRE, during the AGREEMENT validity, shall replace the PERFORMANCE BOND OF AGREEMENT by any modality accepted in this clause upon the CONTRACT-LETTING AGENCY's prior approval.

PERFORMANCE BOND OF AGREEMENT shall be adjusted from time to time by ADJUSTMENT INDEX.

Whenever occurring the adjustment of PERFORMANCE BOND OF THE AGREEMENT, CONCESSIONAIRE shall complement it within 10 (ten) business days from the date the adjustment is in force, in order to keep unchanged the proportion established under this clause, under penalty of featuring the default of CONCESSIONAIRE and applying the proper penalties.

The CONCESSIONAIRE remains liable for the fulfillment of the contractual obligations including the payment of any penalty and indemnity irrespective the use of PERFORMANCE BOND OF AGREEMENT

PERFORMANCE BOND OF AGREEMENT shall remain in force at least for 180 (one hundred eight) days after the termination of the AGREEMENT, subject to the minimum amount defined in this clause.

The refund or release of PERFORMANCE BOND OF AGREEMENT is subject to the evidence of full compliance with all obligations, including labor and social security of the CONCESSIONAIRE as well as the delivery of the REVERSIBLE ASSETS in perfect operational, use and maintenance conditions.

**29TH CLAUSE CREDIT SATISFACTION GUARANTEE OF THE FINANCER BEFORE THE CONCESSIONAIRE**

In case the CONCESSIONAIRE signs a FINANCING agreement with a third party under 0 this AGREEMENT, it should offer in guarantee, according to the provisions of Articles. 28 and 28-A of the Federal Law No. 8,987 / 1995, the rights arising from CONCESSION, subject to the provisions below.

The offer, in guarantee of the rights arising from the CONCESSION(s) in FINANCING bound (s) to the PURPOSE should only be made to the extent that does not compromise the operation and continuity of CONCESSION.

The CONCESSIONAIRE's shares, subject to prior notice to CONTRACT-LETTING AGENCY, should be given in guarantee of FINANCING or guarantee of transactions directly related to the fulfillment of obligations under the AGREEMENT, and its performance, however, is subject to prior authorization from the CONTRACT-LETTING AGENCY, and to the provisions of 0 and 0 of this AGREEMENT.

The assignment is permitted by the CONCESSIONAIRE, of rights under this AGREEMENT to third parties, as well as the direct payment on behalf of FINANCIER, of the monetary obligations assumed by the CONTRACT-LETTING AGENCY, under this AGREEMENT, such as those relating to indemnity that should be payable thereto, CONCESSIONAIRE, by the CONTRACT-LETTING AGENCY also for early termination of the AGREEMENT, and any other amounts that the CONCESSIONAIRE is entitled to receive under the CONCESSION.

The FINANCING agreements of CONCESSIONAIRE should grant to the FINANCIER(S), according to the rules of applicable private law, the right to take CONTROL of SPE in case of breach of agreement by the CONCESSIONAIRE of such FINANCING agreements or breach of this AGREEMENT when such defaults prevent or danger the CONCESSION.

The authorization of the CONTRACT-LETTING AGENCY for the takeover of SPE CONTROL mentioned in the previous sub-clause shall be subject solely and exclusively on the evidence, by the FINANCIER (S), that fulfill the legal qualification requirements and applicable tax compliance provided for in INVITATION TO BID.

Subject to subclause0 of this AGREEMENT, the request for authorization to take over the CONTROL shall be submitted in writing by the CONCESSIONAIRE and by (s) FINANCIER(S) and should include the justification and other elements that should support the analysis of the request by the CONTRACT-LETTING AGENCY, among which:

- a) the copy of minutes of members or shareholders' meetings of the CONCESSIONAIRE;
- b) Audit reports.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0034

- c) Financial Statements; and
- d) Other related documents.

The assumption of the CONTROL of the CONCESSIONAIRE under this clause shall not change CONCESSIONAIRE's obligations before CONTRACT-LETTING AGENCY.

If the CONTRACT-LETTING AGENCY understands that FINANCIER (S) does not have financial capacity or fail to fulfill the qualification requirements for undertaking the services and activities, it should deny, with reasons, the assumption by that FINANCIER(S) of the SPE's CONTROL.

If the CONTRACT-LETTING AGENCY denies the take over of the SPE's CONTROL by FINANCIER(S), in addition to the clear demonstration that it does not satisfy any of the requirement expressed in this AGREEMENT, a period of 10 (ten) days shall be allowed for the FINANCIER(S) to submit another proposal for taking over the SPE's CONTROL and / or SPE's restructuring to become compliant with its obligations.

**30TH CLAUSE- THE INSURANCES**

The CONCESSIONAIRE shall ensure, throughout the duration of the AGREEMENT, in addition to the insurance required by applicable law, the existence and maintenance in force of the necessary insurance policies to ensure the actual and comprehensive coverage of the risks inherent to the performance of activities related to CONCESSION.

Except for other insurance to be contracted and maintained in force throughout the duration of the AGREEMENT, the insurance provided for in subclause 0 , letter ' a)', shall be mandatory for the period of INTERVENTIONS PROGRAM, to until the issue of Final Acceptance Instrument relating to the completion of the Works of INTERVENTIONS PROGRAM, or whenever the work or engineering service is performed in ANHEMBI COMPLEX.

No work or service should start or continue without CONCESSIONAIRE submitting to CONTRACT-LETTING AGENCY the evidence that the insurance policies under the AGREEMENT are in force and comply with the conditions set forth herein.

For the performance of ASSOCIATED PROJECTS, the CONCESSIONAIRE undertakes to in force the insurance policies required to cover any losses that may occur, holding the CONTRACT-LETTING AGENCY harmless from any burden as well as being liable for damages in the ANHEMBI COMPLEX.

In the lease and / or assignment of ANHEMBI COMPLEX, by the CONCESSIONAIRE, it undertakes to require to the Event Promoters, services providers and economic activities, the insurance policies required to cover any losses that should occur as a result of events held.

The policies shall be contracted with domestic insurance companies or foreign authorized to operate in Brazil by SUSEP.

The CONTRACT-LETTING AGENCY shall be indicated as co-insured in the insurance policies, and shall authorize in advance the cancellation, suspension, modification or replacement of any policies contacted by the CONCESSIONAIRE as well as the change in coverage and other relevant conditions in order to ensure the adequacy of insurance to new situations taking place during the period of the AGREEMENT, within the policy conditions.

Financial institutions granting loans should be included in insurance policies, as co-insured or beneficiaries, provided that the measure does not harm the rights guaranteed to the CONTRACT-LETTING AGENCY

The issued policies shall not contain obligations, restrictions or provisions contrary to the provisions of this AGREEMENT or sector regulation.

Annually by the last business day of the term of the policy, the CONCESSIONAIRE shall submit a certificate issued by the insurance company(ies) and policies, confirming:

- a) all premiums falling due in the immediately preceding year have been properly settled; and
- b) that the policies contracted by the CONCESSIONAIRE are in full force or have been renewed, in which case proof of renewal shall be forwarded to the CONTRACT-LETTING AGENCY.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0035

The CONCESSIONAIRE shall also provide to the CONTRACT-LETTING AGENCY up to thirty (30) days before the expiration of the validity of each policy, certificate issued by the insurance company confirming that the contracted insurance policies have been or shall be renewed immediately after its expiration date, or new insurance policies, subject to assessment of the sanctions and penalties provided for in this AGREEMENT.

The CONCESSIONAIRE shall contract and maintain in force the following insurance:

- a) engineering risk for civil works FOR construction and reform and, if applicable, demolition, in "all risks" type, including coverage for damage resulting from design errors and testing and manufacturer's risk (when there is no manufacturer's warranty);
- b) risk of pain and suffering, physical and bodily injury, which includes all and any accidents, acts or omissions caused by the CONCESSIONAIRE, subcontractors or third parties, or their agents, officers or employees which are subject to civil liability, and environmental damage or to employee, with maximum guarantee limit under the best market practices for each type of claim;
- c) operational risk or risks specified such as "all risks", including at least, the coverage of property damage by fire, riots or demonstrations, lightning, explosions of any kind, lightning, windstorm, hurricane, hail, explosion, flooding, leakage in pipes and water damage, electrical and electronic equipment damage, loss of profits, stolen goods, minor engineering work; and
- d) civil liability for operations, which includes all and any accidents of representatives or employees of the CONCESSIONAIRE, subcontractors or third parties, or their agents or employees, covering any material, personal damage, pain and suffering or other, that should be caused or is related to the performance of the CONCESSION, including but not limited to, the employer's liability, death and bodily injury, pain and suffering and material damage to third parties, cross liability, accidents at work.

The values of insurance coverage under this AGREEMENT shall be compatible with the best market practices for each type of claim.

In view of the breach by the CONCESSIONAIRE, of the obligation to contract and keep in full force the insurance policies, the CONTRACT-LETTING AGENCY, regardless of its prerogative to order the intervention or caducity of the CONCESSION, and assess other corresponding penalties, it should Proceed to contract and direct pay the respective premiums, and all costs shall be borne by the CONCESSIONAIRE.

In the hypothesis referred to in the previous subclause, the CONCESSIONAIRE shall reimburse the CONTRACT-LETTING AGENCY, within fifteen (15) days from the date it is notified of the costs related to insurance contracting, otherwise subject to the execution of PERFORMANCE BOND OF AGREEMENT, and assessment also of other sanctions set forth in this AGREEMENT.

The CONCESSIONAIRE is liable for the full payment of the deductible in case of use of any insurance contracted thereby.

In addition to the insurance provided for in this clause, the CONCESSIONAIRE shall contract specific insurance policies for sources of ANCILLARY REVENUE and ASSOCIATED PROJECTS and in accordance with applicable law and in order to maintain existing licenses and authorizations in force for exploitation thereof.

#### **CHAPTER XI - ASSETS SYSTEM OF CONCESSION**

##### **31ST CLAUSE - ASSETS RELATED TO CONCESSION**

The ASSETS RELATED TO THE CONCESSION are assets part or not of the CONCESSIONAIRE's assets, necessary for the implementation and proper and continuous performance of the PURPOSE.

The CONCESSIONAIRE undertakes to maintain in good operation, conservation, accessibility, environmental sustainability and safety at its own account, the ASSETS RELATED TO THE CONCESSION, during the term of the AGREEMENT, therefore, making repairs, renovations and adaptations necessary for the smooth performance of the CONCESSION.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0036

Except in the cases provided for in this clause, the direct use of equipment, infrastructure or any assets other than the owned by CONCESSIONAIRE, in the performance of the PURPOSE, is subject to prior specific and express authorization by the CONTRACT-LETTING AGENCY, upon request forwarded thereto by the CONCESSIONAIRE which states the absence of loss to the continuation of the performance of the PURPOSE in case of extinction of the CONCESSION.

The CONTRACT-LETTING AGENCY should authorize the use of third party's assets by the CONCESSIONAIRE, provided however, evidencing the absence of risk to the continuity of the PURPOSE, without affecting the return of REVERSIBLE ASSETS at the end of the CONCESSION.

For the authorization purposes mentioned in subclause 0 the CONTRACT-LETTING AGENCY should require that the agreement between the involved third party and CONCESSIONAIRE contains a provision for the third party undertaking, in the event of extinction of CONCESSION, to maintain such agreement and subrogate the CONTRACT-LETTING AGENCY or third parties indicated by it on the rights thereof, for a period to be adjusted in each case between the PARTIES.

The assets without mandatory reversal which are not subject to the prior authorization under subclause 0 and, therefore, allowing the rental, loan for use, loan, the *lease* or other legal manner provided by law, for use in the CONCESSION:

- a) materials and office furniture, computer equipment and supplies (computers, printers, projectors, etc.) and software ; sound projection and audiovisual equipment and systems;
- b) the vehicles (cars, trucks etc.) and motorcycles used in performance of the PURPOSE;
- c) the stage, canvas, cables and other equipment needed for assembling and holding events;
- d) objects and goods used for the food and beverage activities (A&B);
- e) objects and goods used directly in cleaning, maintenance and gardening activities of ANHEMBI COMPLEX;
- f) objects and movable property used directly in the activities performed to explore the ANCILLARY REVENUE; and
- g) maintenance equipment and tools.

The authorization under the previous subclause is prohibited for the following goods, which are considered in advance REVERSIBLE ASSETS:

- a) all buildings of ANHEMBI COMPLEX including CONVENTION CENTER, EXHIBITION AND EVENTS, the SAMBADROME and ASSOCIATED PROJECTS;
- b) permanent and fixed infrastructure (cabling, distribution boards, connection points, etc.) and their hydraulic components, information technology network, electrical, sound, image and lighting systems;
- c) air conditioning, hydraulic and energy systems and equipment,
- d) information technology systems, including closed circuit television equipment (CCTV), dynamic message boards and audio communication system;
- e) electronic equipment of the buildings; and
- f) intellectual ownership of trademarks related to the PURPOSE.

The REVERSIBLE ASSETS shall be counted in accordance with sub item xxxvi above, every twelve (12) months from the START DATE OF ORDER, by the CONCESSIONAIRE, which inventory shall be available to the CONTRACT-LETTING AGENCY.

Notwithstanding the obligation to count the assets, the CONCESSIONAIRE shall submit to the CONTRACT-LETTING AGENCY by the first business day of February of each year a detailed report showing the status of all GOODS RELATED TO THE CONCESSION.

The CONCESSIONAIRE undertakes to deliver the REVERSIBLE ASSETS in perfect operational, use and maintenance conditions.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0037

The REVERSIBLE ASSETS shall be transferred to the CONTRACT-LETTING AGENCY free of any liens or encumbrances.

All GOODS RELATED TO THE CONCESSION or investments made in therein should be fully depreciated or amortized by the CONCESSIONAIRE within the CONCESSION term, under the legislation in force, without any claim of financial economic rebalancing claim or indemnity at the expiration of the term of the AGREEMENT to the CONCESSIONAIRE.

The CONCESSIONAIRE should only sell the REVERSE ASSETS upon immediate replacement by other under identical operation and working conditions or greater than those replaced, other than the cases proving that such goods are no longer necessary for the performance of the remaining works and activities of CONCESSION therefore, the CONTRACT-LETTING AGENCY shall be informed in advance and proceed to update of its inventory of REVERSIBLE ASSETS.

Any disposal or replacement of REVERSIBLE ASSETS that the CONCESSIONAIRE intends to carry out, in the last 02 (two) years from the final term of the CONCESSION, shall be previously and expressly authorized by the CONTRACT-LETTING AGENCY.

The REVERSIBLE ASSETS shall not be subject to pledge or lien.

The CONCESSIONAIRE is expressly authorized to propose, on its own behalf, any legal measures to ensure or restore the possession of the REVERSIBLE ASSETS.

**32ND CLAUSE - REVERSAL OF ASSETS RELATED TO CONCESSION**

On termination of the CONCESSION, REVERSIBLE ASSETS are returned to the CONTRACT-LETTING AGENCY as well as rights and privileges related to the operation of the facilities in the ANHEMBI COMPLEX transferred to the CONCESSIONAIRE or acquired or implemented by the later.

Within 180 (one hundred eighty) days before the final term of the AGREEMENT, the PARTIES shall establish procedures to evaluate the GOODS RELATED TO THE CONCESSION, with reports and technical reports issued by a qualified professional in order to identify those dispensable to continuity the performance of the PURPOSE and review the inventory of REVERSIBLE ASSETS.

On the assessment and identification of the REVERSIBLE ASSETS, the drawing up of the relevant Final Return Instrument for Reversible Assets by the PARTIES shall be carried out at the reversal.

In any disagreement between the PARTIES as to the assessment provided in the previous subclause appeal shall be admitted to the conflict resolution established in this AGREEMENT, in accordance with CHAPTER XIII - SETTLEMENT OF DISPUTES .

The PERFORMANCE BOND OF AGREEMENT shall not be released while the Final Return Instrument for Reversible Assets is not issued.

The reversal will be free of charges and automatic, and the assets shall be in normal operation, use and maintenance conditions and free of any liens or encumbrances.

**CHAPTER XII - SANCTIONS AND PENALTIES APPLICABLE TO PARTIES**

**33RD CLAUSE - THE ADMINISTRATIVE PENALTIES.**

CONCESSIONAIRE's failure in fulfilling the clauses in this AGREEMENT, EXHIBITS thereto and applicable laws and regulation shall give rise to the civil and criminal liabilities and other penalties provided for the law and regulation in force, and the separate or simultaneous assessment of the penalties set forth in this clause.

The severity of the penalties to which the CONCESSIONAIRE is subject shall refer to the kind of breach which shall vary according to the following categories:

- a) Minor;
- b) Medium;
- c) Serious and



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0038

**d) Very serious**

The breach shall be considered minor when the result from conduct practiced by the CONCESSIONAIRE, which potential for damage does not directly affect the PURPOSE.

The minor breach shall give rise to the assessment of the following penalties:

- a) written warning, to be made, where appropriate, by the determination of the adoption of the necessary corrective measures; or
- b) fine in case of recurrence in a conduct featuring a breach, within the period of four (04) consecutive months in the amount of up to 0.05% (zero point zero five percent) of the annual billing of the CONCESSIONAIRE.

The breach shall be considered medium when the result from conduct practiced by the CONCESSIONAIRE, which potential for damage directly affect the PURPOSE.

The medium breach shall give rise to the assessment of the following penalties whether simultaneous or separated:

- a) written warning, to be made, where appropriate, by the determination of the adoption of the necessary corrective measures; and
- b) fine in the amount up to 0.1% (zero point one percent) of the annual billing of the CONCESSIONAIRE, which shall also be imposed, where appropriate, by the determination of the adoption of necessary remedy measures.

The breach is considered serious if the course of conduct, an economic loss is determined to the detriment of the CONTRACT-LETTING AGENCY.

Serious breach shall give rise to the assessment of the following penalties whether simultaneous or separated:

- a) fine in the amount up to 0.2% (zero point two percent) of the annual billing of the CONCESSIONAIRE, which shall also be imposed, where appropriate, by the determination of the adoption of necessary remedy measures.
- b) temporary suspension of the right to participate in bidding and hindrance to contract with Administration for a period not exceeding two (02) years, in case of recurrence of assessment of serious fine within the 04 (four) consecutive months period.

The breach is considered very serious when found, regarding the act of characteristics of act performed by the CONCESSIONAIRE that its consequences are of great harmfulness to the public interest, damaging the environment, the treasury or the very continuity of the PURPOSE.

Very serious shall give rise to the assessment of the following penalties whether simultaneous or separated to the fine penalty:

- a) fine in the amount up to 0.4% (zero point four percent) of the annual billing of the CONCESSIONAIRE, which shall also be imposed, where appropriate, by the determination of the adoption of necessary remedy measures.
- b) temporary suspension of the right to participate in bidding and hindrance to contract with Administration for a period not exceeding two (02) years, in case of recurrence of assessment of very serious fine within the 02 (two) consecutive months period.
- c) The disreputable statement to bid, contract with Public Administration while the reasons last determining the penalty or until the rehabilitation is made before the very authority assessing the penalty, which shall be granted whenever CONCESSIONAIRE reimburses Administration on the resulting losses and after the penalty term has elapsed as assessed based on the previous line.

The application of three (3) warnings to the CONCESSIONAIRE, within one month period, shall give rise to 0.1% (zero point one percent) fine on the annual billing of the CONCESSIONAIRE.

Notwithstanding the penalties provided in the above subclauses, the recurrence, in time, of the contractual default by the CONCESSIONAIRE shall grant to the CONTRACT-LETTING AGENCY the prerogative of assess delay fines, subject to the following ranges:



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0039

- a) at least 0.00005% (five thousandth percent) and at most 0.0001% (one thousandth percent) of annual billing of CONCESSIONAIRE per day until the actual remedy of the situation that features a minor or medium breach; and
- b) at least 0.00015% (fifteen hundredths of thousandths percent) and no more than 0.00025% (twenty-five hundredths of thousandths percent) of the annual billing of CONCESSIONAIRE per day until the actual remedy of the situation that features serious or very serious breach.

For breaches below, the assessment of fine shall follow the categories and assessments set forth in table below:

	<b>Occurrences</b>	<b>Category</b>	<b>Level (%)</b>	<b>Assessment</b>
1	Delay in completion of the inventory of REVERSIBLE ASSETS.	MINOR	0.025	By day of delay
2	Delay in submitting a detailed report that demonstrate the situation of all REVERSIBLE ASSETS RELATED TO THE CONCESSION.	MINOR	0.025	By day of delay
3	Failure in numbering the existing seats in the CONVENTIONS CENTER and SAMBADROME, or to keeping the numbering	MINOR	0.02	Per event
4	Delay in completion of INTERVENTION PROGRAM.	MEDIUM	0.10	By day of delay
5	Delay in completion of the remedies and / or additions requested by the CONTRACT-LETTING AGENCY for the completion of INTERVENTION PROGRAM.	MEDIUM	0.10	By day of delay
6	Failure to submit designs, plans and reports within the terms determined in the AGREEMENT (by non-submitted design, plan or report).	MEDIUM	0.07	Per month until the delivery of the delayed design, plan or report.
7	Failure to register or update the inventory of REVERSIBLE ASSETS (by missing asset or without updated in the inventory).	MEDIUM	0.10	Per event
8	Application of three (3) warnings to the CONCESSIONAIRE, whether they are related to the same fact or not.	MEDIUM	0.10	Per event in one month period.
9	Provide discriminatory treatment to the CONTRACT-LETTING AGENCY and USERS (by discriminatory act).	MEDIUM	0.10	Per event
1	non-payment of the VARIABLE GRANT and/or TERRITORIAL GRANT.	Penalty provided for in EXHIBIT IV of this AGREEMENT - GRANT PAYMENT SYSTEM	-	-
1	Failure to draft and deliver USERS' satisfaction survey performed by research institute contracted by the CONCESSIONAIRE under and according to the frequency defined in the AGREEMENT.	MEDIUM	0.07	Per event
1	Failure to submit to the CONTRACT-LETTING AGENCY, the payment receipts of social security contributions (FGTS, INSS and PIS) regarding the CONCESSION and employees involved in the performance of the PURPOSE;	MEDIUM	0.07	Per event



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0040

	<b>Occurrences</b>	<b>Category</b>	<b>Level (%)</b>	<b>Assessment</b>
1	Failing to submit the compliance report with legal and regulatory determinations on the tax legislation and labor legislation, social security, occupational safety and medicine for its employees, service providers, contractors or subcontractors.	MEDIUM	0.07	Per event
1	Failure to inform the CONTRACT-LETTING AGENCY on event or situation that changes materially the regular progress of the performance of the PURPOSE or that should hinder or prevent the prompt and timely fulfillment of obligations under the AGREEMENT, as provided for in the AGREEMENT (per unreported event or situation).	MEDIUM	0.10	Per event
1	Failure to submit to the CONTRACT-LETTING AGENCY, within the term determined by it, additional or supplement information the CONTRACT-LETTING AGENCY, reasonably and without significant additional burden and unjustified to the CONCESSIONAIRE, should formally request (for no submitted information requested).	MEDIUM	0.08	Per month of delay in relation to the deadline.
1	No attendance to a meeting when called formally by the CONTRACT-LETTING AGENCY (by unattended meeting).	MEDIUM	0.08	By unattended meeting.
1	Failure to appoint a member to the Prevention and Dispute Resolution Committee.	MEDIUM	0.09	By day of delay
1	Failure to file information about services and activities performed during the term of the CONCESSION, when so established by the AGREEMENT or applicable standards, or prevent the free access to the CONTRACT-LETTING AGENCY o information about services and activities of CONCESSION (by information not filed or denial of access).	MEDIUM	0.10	For information not filed or denial of access.
1	Failure to provide to the CONTRACT-LETTING AGENCY all information necessary for inspection of the contractual performance under terms and deadline set forth by AGREEMENT.	SERIOUS	0.20	Per event
2	Any commission or omission act that prevents or hinders the performance of inspection by the CONTRACT-LETTING AGENCY.	SERIOUS	0.20	Per event
2	Deny the access of the CONTRACT-LETTING AGENCY to equipment and facilities relating to the PURPOSE and its accounting records, data and operational information, and its subcontractors (for denied access).	SERIOUS	0.20	By access denied.
2	Failure to maintain during the term of the AGREEMENT, the legal qualification requirements, tax compliance and technical qualification provided for in the INVITATION TO BID.	SERIOUS	0.20	Per month





**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0041

	<b>Occurrences</b>	<b>Category</b>	<b>Level (%)</b>	<b>Assessment</b>
2	No contracting nor keeping in force throughout the term of the CONCESSION, insurance policies, in accordance with the provisions of this AGREEMENT.	SERIOUS	0.20	By day without mandatory insurance.
2	Failure to provide the certificate issued by the insurance company confirming that the insurance policies have been or shall be renewed.	SERIOUS	0.20	By month of delay in supply.
2	No contracting or keeping the PERFORMANCE BOND OF AGREEMENT in disagreement with the obligations under this AGREEMENT.	SERIOUS	0.20	Per week
2	Reduction SPE's capital stock to amount lower than the minimum established in this AGREEMENT.	VERY SERIOUS	0.40	Per event
2	Contact loans, financing and / or any other kind of transfer of funds to its shareholders and / or RELATED PARTIES, except in the cases expressly allowed in this AGREEMENT.	VERY SERIOUS	0.40	Per event
2	Provide guarantee, suretyship or any other kind of guarantee on behalf of RELATED PARTIES and/or third Parties, except as expressly allowed by this AGREEMENT.	VERY SERIOUS	0.40	Per event

By breach provided for in the table above, the fine amount is fixed and predetermined, as the one shown in the above table.

The assessment of penalties in the above table is not subject to the characteristics of the breach, but the evidence of the respective conduct within the sanctioning administrative proceedings for this purpose, according to the procedure provided for in 0 .

The conducts unforeseen in the table above should follow the provisions of subclauses 0 , 0 , 0 and 0 for the proper characterization of the breach.

For purposes of calculating the values and limits of the fines mentioned in this chapter, the billing of the year before the breach shall be used as a basis, except for the first year of the CONCESSION, which basis shall be the amount of 1/30 (one thirtieth) of AMOUNT OF AGREEMENT.

The CONTRACT-LETTING AGENCY, in defining the categories of breaches as well as the kind of fine penalty and dosimetry indicated in previous subclauses, take into account the circumstances of each case with reason, subject always, to the proportionality between the seriousness of the breach and the intensity of sanctions, and the number of USERS affected and the extension in time, of the situation that feature the breach, which shall be verified by the process under 0 .

The practice of any breach shall not give rise to unjust enrichment of the CONCESSIONAIRE, and the CONTRACT-LETTING AGENCY shall ensure the return by the CONCESSIONAIRE, or inhibition of any advantage obtained from the commission of the breach, therefore, should execute the PERFORMANCE BOND OF AGREEMENT and / or adopt other relevant administrative and judicial measures.

Notwithstanding the assessment of penalties, the commission of serious or very serious breaches should result in the forfeiture of the CONCESSION.

The contractual penalties provided for in section III of art. 87 of the Federal Law No. 8,666 / 1993, as provided for in section IV of the same article, provides on effects for all agencies and entities of all states.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0042

The contractual penalties provided for in section III of art. 87 of Federal Law No. 8,666 / 1993, as provided for in section IV of the same article should also reach the PARENT COMPANY of the CONCESSIONAIRE, if it has contributed to the practice of unlawful acts that give rise to the assessment of the respective penalties.

All amounts of fines provided for in this clause shall be updated by ADJUSTMENT INDEX to the date of the event which caused the assessment of the fine.

**34TH CLAUSE ADMINISTRATIVE PROCEEDING OF ASSESSING PENALTIES**

The process of assessing the sanctions provided for in this AGREEMENT shall begin with the drafting of the corresponding notice of violation by the CONTRACT-LETTING AGENCY, containing the details of breach committed and the indication of the potentially applicable sanction.

After drafting the notice of violation, the CONCESSIONAIRE shall be summoned to submit within 05 (five) business days, its prior defense, except in the case of incapacity declaration to bid or contract with the Government, when the period shall be 10 (ten) days, according to the provisions of Article 87, §§ 2 and 3, of the Federal Law No. 8,666/1993.

The notice of violation should indicate reasonable term, not less than five (5) business days in which the CONCESSIONAIRE shall demonstrate the remedy of failure related to the breach assessed by the CONTRACT-LETTING AGENCY.

In its investigation, the CONCESSIONAIRE should require, on reasonable grounds, diligence and expertise, as well as attach documents and / or opinions and submit arguments concerning the subject matter of the process, the CONTRACT-LETTING AGENCY should refuse illegal evidence and / or unsuitable, unnecessary or dilatory measures.

After closing the procedural instruction, the CONTRACT-LETTING AGENCY shall decide on assessment of the sanction, and the CONCESSIONAIRE is allowed to filing an appeal within 05 (five) business days from the notice of the act.

In the event of sanction on disreputable declaration, motion for rehearing shall be allowed within 10 (ten) business days, as provided for in Article 109, III, of the Federal Law No. 8,666/1993.

After the decision of any appeal by the CONCESSIONAIRE, the CONTRACT-LETTING AGENCY, if any fine is assessed, shall notify in writing the CONCESSIONAIRE for the payment of corresponding values up to five (5) business days from the date of receipt of notice.

Failure to pay the fine within the specified term shall result in the restatement of debt by variation of the ADJUSTMENT INDEX, and plus default interest of 1% (one percent) per month on the amount of debt adjusted monetarily, in accordance with Municipal law No. 13,275 / 2002, from the date of the respective maturity date until the date of payment, subject to the execution of the PERFORMANCE BOND OF AGREEMENT.

Cash amounts resulting from the assessment of fines under this clause shall be reverted to the CONTRACT-LETTING AGENCY.

Regardless of the rights and principles set forth in this AGREEMENT, urgent precautionary measures should be taken by CONTRACT-LETTING AGENCY, which shall not be confused with the intervention procedure in the following situations:

- a) Discontinuity risk of delivering the CONCESSION;
- b) Serious damage to the rights of the USERS, public safety or the environment; and
- c) Other situations where there is imminent risk, as justified.

Complementarily to the procedure defined in this clause, the provisions of the Municipal Law No. 13,278 / 2002 and regulating decrees and other legal and regulatory provisions applicable to the subject matter are applied.

In any contractual breach featuring an environmental breach, the CONTRACT-LETTING AGENCY shall inform the Municipal Department for Green and Environment immediately, subject to notice to the Prosecution Service in the case of crime evidence.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0043

In the case of the if the breach is typified in Article 5 of Federal Law No. 12,846/2013, the CONTRACT-LETTING AGENCY shall report the fact to the Comptroller's Office of the Municipality, preliminary to the establishment of the investigation procedure, pursuant Art. 3, § 7, of Municipal Decree No. 55,107/2014.

For the performance of this AGREEMENT, neither PARTY should offer, give or undertake to give to anyone, or accept or undertake to accept from anyone, either on its own or through any other, any payment, donation, compensation, financial or non-financial advantages or benefits of any kind that constitute an illegal or corrupt practice, either directly or indirectly with respect to the PURPOSE or otherwise related thereto, and shall ensure representatives and employees act likewise.

### **CHAPTER XIII - SETTLEMENT OF DISPUTES**

#### **35TH CLAUSE SETTLEMENT OF DIFFERENCES BY MEDIATION**

In the occurrence of any dispute concerning the interpretation or execution of the AGREEMENT, mediation proceedings shall be initiated for friendly and consensual solution to the dispute, except for the differences arising from the performance of INTERVENTION PROGRAM, which shall be settled by the Dispute Prevention and Settlement Committee provided for in 0 .

The mediation procedure should be initiated at the request of any of the PARTIES, to the Chamber of Dispute Settlement of the Municipal Administration of the Attorney General of Municipality of São Paulo, and governed in accordance with the Regulation of the Chamber.

The establishment of the mediation process does not release the PARTIES from fulfilling their contractual obligations.

The mediation procedure shall be initiated at the request of any of the PARTIES by written notice from one of the PARTIES addressed to the other and the Chamber of Dispute Settlement of the Municipal Administration of the Attorney General of Municipality of São Paulo, defining the subject matter of the dispute and indicating therein its representative in mediation.

The other PARTY shall also designate its representative in accordance with Regulation of the Chamber of Dispute Settlement of the Municipal Administration.

The members of the Chamber of Dispute Settlement of the Municipal Administration of the Attorney General of Municipality of São Paulo should proceed with orality, impartiality and the search for consensus, applying to them the provisions of Federal Law No. 13,140 / 2015.

If the PARTIES in agreement, to find a amicably solution, that should be incorporated in the AGREEMENT by signature of the amendment.

If the Party refuses, in any way, to participate in the procedure or fails to designate its representative within 15 (fifteen) days, the mediation shall be considered moot.

Mediation shall also be considered moot if the PARTY' request is rejected by the Chamber of Dispute Settlement of the Municipal Administration of the Attorney General of Municipality of São Paulo, or the PARTIES do not find an amicable solution within sixty (60) days from the request to initiate the procedure, which term should be extended by mutual agreement by the PARTIES.

If the mediation procedure is moot, either PARTY shall be submitted to the arbitration procedure provided for in 0 .

The arbitration provision of the conflicts under of Chamber of Dispute Settlement of the Municipal Administration is not applicable to this AGREEMENT.

#### **36TH CLAUSE SETTLEMENT OF DIVERGENCES BY DISPUTES PREVENTION AND SETTLEMENT COMMITTEE**

Any differences arising from the performance of INTERVENTION PROGRAM under this AGREEMENT and its EXHIBITS, related to property rights should be settled through the Dispute Prevention and Resolution Committee,



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0044

which has revision powers and should issue non-binding recommendations to the PARTIES to the dispute as specified in the Municipal Law No. 16,873 / 2018.

The Dispute Prevention and Resolution Committee shall have three (3) specialized and experienced professionals to monitor the AGREEMENT, encouraging the PARTIES to avoid disputes and assisting in those that cannot be avoided, aiming at a definitive settlement, according to art. 6 of the Municipal Law No. 16,873 / 2018.

Each Party shall designate a professional within fifteen (15) days from the PUBLICATION DATE OF CONTRACT, and the third of them designated by professionals appointed by the PARTIES within five (5) days from the date of their appointments.

The Chair of the Dispute Prevention and Resolution Committee shall be assigned to the third member.

The members of the Dispute Prevention and Resolution Committee shall not be included in hindrance situation and judge suspicion provided for in the Civil Procedure Code, and shall proceed with impartiality, independence, competence, diligence and discretion, applying, as appropriate, the provisions of Chapter III of the Federal Law No. 9.307, of 09/23/96, on arbitration.

The Dispute Prevention and Resolution Committee shall be convened through the signature of the Constitution Instrument by the PARTIES and members, within ten (10) days from the appointment of third member, to be maintained permanently for the period of one (1) year to be counted on the issuance of the Final Acceptance Instrument of Works on the Completion of INTERVENTION PROGRAM.

At the beginning of its activities, the Dispute Prevention and Resolution Committee shall consult the PARTIES to establish a schedule for meetings, investigations and visits to the ANHEMBI COMPLEX, to maintain the performance of the AGREEMENT, to always be held in the City of São Paulo and in Portuguese.

After the period of one (1) from the issuance of the Final Acceptance Instrument of Works on the Completion of INTERVENTION PROGRAM, the Dispute Prevention and Resolution Committee shall be extinguished, by signature of the Termination Instrument by the Parties and their members.

Decisions of Dispute Prevention and Resolution Committee concerning the rules governing the procedure shall be taken by majority and in the event that gap as to the procedural rules, the provisions of Dispute Prevention and Resolution Committee shall apply the divergences solution provided for in this Clause as well as Disputes Settlement of Arbitration Center of the Brazil Canada Chamber of Commerce (CAM-CCBC).

All divergence shall be sent to the Dispute Prevention and Resolution Committee with the copy of all necessary documents for settlement of the issue.

The recommendations of the Dispute Prevention and Resolution Committee shall be issued no later than sixty (60) days from the date of submission of the dispute to the Committee, issued by unanimity or, failing that, by majority vote.

Each member of the Prevention and Dispute Resolution Committee is entitled to one (1) vote.

Any PARTY should request to the Prevention and Dispute Resolution Committee the correction of formal error or clarification on omission, doubt or contradiction of a recommendation within five (5) days after receipt.

The response of the Dispute Prevention and Resolution Committee shall be made within ten (10) days, and, if deemed appropriate, to grant a period of five (5) days to the counterparty state an opinion.

The Dispute Prevention and Resolution Committee shall carry out the procedure in respect to the adversarial proceeding, the equality of the parties, impartiality and independence, as well as complying with the principles governing the government administration.

The procedure costs, including the fees of the Dispute Prevention and Resolution Committee's members shall follow the provisions of art. 4 of the Municipal Law No. 16,873 / 2018.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0045

- a) The CONCESSIONAIRE is liable for paying in full the costs relating to the convening and maintenance of the Dispute Prevention and Resolution Committee, and the CONTRACT-LETTING AGENCY shall reimburse such amounts after the execution of Termination Instrument provided for in subclause 0.; and
- b) The reimbursement to be borne by the CONTRACT-LETTING AGENCY should be processed in accordance with EXHIBIT IV of this AGREEMENT - GRANT PAYMENT SYSTEM.

### **37TH CLAUSE SETTLEMENT OF DIFFERENCES BY ARBITRATION**

Any disputes arising from the AGREEMENT or related to it, in respect of property rights available that have not been solved amicably by Mediation procedure provided for in 0 shall be compulsorily settled by arbitration, according to the Federal Law No. 9.307 / 1996.

Controversies about property rights available, for purposes of this subclause are:

- a) Recognition of rights and determination of the amount for restatement of the economic and financial balance in favor of either PARTY, in all cases provided for in the AGREEMENT;
- b) implementation of ASSOCIATED PROJECTS and / or other forms of economic exploitation;
- c) sharing TOTAL REVENUE;
- d) Recognition of events of the breach of contractual obligations by either PARTY.
- e) Assessment of contractual penalties and its calculation;
- f) Acts and disputes arising from the performance of guarantee systems set forth in the AGREEMENT;
- g) interpretation of risk sharing systems provided for in the AGREEMENT;
- h) Indemnity amount in termination of the CONCESSION;
- i) Dissatisfaction of either PARTY with the decision of the Dispute Resolution Chamber of the Municipal Administration of the Attorney General in Municipality of São Paulo, which provides on the property rights available under this subclause as0 ;
- j) any dispute between the Parties regarding the reversibility of ASSETS RELATED TO THE CONCESSION; and
- k) demands related to right or contractual obligation.

The arbitration shall be established and administered by the Center of Arbitration of Commerce Brazil Canada (CAM-CCBC) according to the rules in its regulation, to be held in the city of São Paulo, State of Sao Paulo, Brazil and in Portuguese, and under Brazilian law, and prohibiting the judgment by equity.

An Arbitration Chamber should be chosen other than that defined in subclause above, by mutual prior agreement between the PARTIES.

Notwithstanding the filing of specific enforcement action provided for in art. 7 of the Federal Law No. 9,307 / 1996, the PARTY refusing to sign the arbitration settlement, after being duly summoned, also incur the monetary fine of BRL 355.49 (three hundred fifty-five reais and forty-nine cents) per day of delay, until it actually fulfills the obligation.

The monetary fine mentioned in the previous subclause shall be subject to annual adjustment which base date is on START DATE OF ORDER by ADJUSTMENT INDEX.

The Arbitration Court shall consist of three (3) members, and each PARTY appoints one member and, optionally, its deputy, subject to the regulation of CAM-CCBC.

If either PARTY fails to appoint, the Chair of the Arbitration Chamber shall make such appointments among the members of the Arbitrators Department.

The third arbitrator shall be chosen by mutual agreement by the two arbitrators appointed by the Parties, and expertise proven in the dispute purpose.

The third arbitrator is the chairman of the Arbitration Court.

In no consensus among the members chosen by each PARTY, the third arbitrator and his depute hall be appointed by the Arbitration Chamber, subject to the requirement of subclause 0 .



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0046

A losing PARTY in the arbitration procedure shall bear all costs of the proceedings, also the arbitrators' fees. In any partial grounds of the request filed before the Arbitration Court, the costs shall be shared by the PARTIES , as such is understood by the Court prorated the cost of losing of each PARTY.

If coercive or emergency measures are necessary before the convene of the Arbitration Court, or even during the amicably procedure of the solution of divergences, the PARTIES should require them directly to the Judicial Branch. The Arbitration Court's decisions are final for the impasse and binding upon the PARTIES.

If normative is published regulating the applicable procedure for selection of Arbitration Chamber in cases involving the Municipal Administration, the provisions of referred normative shall prevail to the detriment of those in this AGREEMENT, especially if the selection by the Chamber of Arbitration indicated by subclause 0 is otherwise.

**CLAUSE XIV - INTERVENTION**

**38TH CLAUSE – INTERVENTION**

The CONTRACT-LETTING AGENCY SHOULD intervene in the CONCESSION in order to ensure the adequacy of the PURPOSE and the faithful fulfillment of contractual, regulatory and legal provisions, in accordance with art. 32 et seq of the Federal Law No. 8,987 / 1995.

When the expiry of the CONCESSION is not justified, those are situations that authorize the declaration of intervention by the CONTRACT-LETTING AGENCY, at its discretion and in view of public interest, subject to the applicable penalties and related responsibilities:

- a) Interruption of the PURPOSE activities outside of the cases established in this AGREEMENT and without providing reasons to justify it;
- b) situations causing high risks to the environment and safety of people and assets,
- c) mismanagement that endangers the continuity the CONCESSION;
- d) serious and repeated inadequacies, insufficiency or deficiencies of the services, works and other activities of the PURPOSE, featured by systematic failure to fulfill the obligations under this AGREEMENT;
- e) use of COMPLEX ANHEMBI for illicit purposes; and
- f) failure to account to the CONTRACT-LETTING AGENCY or offering obstacle to its inspection activities.

The intervention should be made by act of the CONTRACT-LETTING AGENCY, which shall contain, among other relevant information:

- a) the reasons for intervention and its need;
- b) the term, which will be up to 180 (one hundred eighty) days, extendable exceptionally for 1 (one) year, consistent and proportional to the reasons that gave rise to the intervention;
- c) The purposes and limits of intervention; and
- d) administrator's name and qualification;

The intervention being determined, the CONTRACT-LETTING AGENCY should have 30 (thirty) days to file the administrative proceeding to evidence the causes determining the measures and determine responsibilities ensuring the adversarial proceeding and opportunity to be heard.

The order of intervention shall cause the immediate removal of the SPE's management which shall not affect the regular course of the CONCESSIONAIRE's business nor its normal operation.

No intervention shall be established when, at the CONTRACT-LETTING AGENCY's discretion it is considered harmless, unfairly beneficial to the CONCESSIONAIRE or unnecessary.

The nullity of the intervention shall be declared if it is proved that the CONTRACT-LETTING AGENCY disregarded the legal and regulatory provisions , or principles of Public Administration, and the CONCESSION shall be immediately returned to the CONCESSIONAIRE, notwithstanding its right to indemnity.

The intervention being terminated, if the CONCESSION is terminated, the PURPOSE shall return to be on CONCESSIONAIRE's liability.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

*Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)*

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0047

The revenue obtained during the intervention period shall be used to cover the costs estimated for the fulfillment of the PURPOSE, including charges for insurance and guarantees, charges on FINANCING and reimbursement of administration costs.

Any balance, at the end of the intervention, shall be sent to the CONCESSIONAIRE, unless the CONCESSION is extinguished, in which case these values shall revert to the CONTRACT-LETTING AGENCY.

**CHAPTER XV - TERMINATION OF THE CONCESSION**

**39TH CLAUSE - THE EXTINCTION EVENTS**

The CONCESSION shall be deemed extinct subject to the specific legal rules, if any:

- a) Termination of the contractual term;
- b) takeover;
- c) expiration;
- d) termination
- e) annulment; or
- f) bankruptcy or termination of the CONCESSIONAIRE.

the TERMINATION being extinguished, the REVERSIBLE ASSETS return to the CONTRACT-LETTING AGENCY as well as, rights and privileges related to the CONCESSIONAIRE, including those transferred to it by the CONTRACT-LETTING AGENCY or it acquired under the CONCESSION.

Upon termination of the CONCESSION, there shall be the immediate assumption of the PURPOSE by the CONTRACT-LETTING AGENCY, proceeding the necessary surveys, evaluations, assessments and settlements, and the occupancy of the premises and the use by the CONTRACT-LETTING AGENCY of all REVERSIBLE ASSETS. Upon termination of the AGREEMENT before its term, the CONTRACT-LETTING AGENCY, notwithstanding the other appropriate measures, should:

- a) occupy temporarily movable and real estate property and make use of personnel hired in the performance of activities considered essential to the continuity of the CONCESSION; and
- b) Keep the agreements entered into by the CONCESSIONAIRE with third parties for a period and under the conditions initially set, and third parties shall be liable for damages resulting from breach of obligations, subject to the CONCESSIONAIRE's obligation provided for sub item 12000).

In any case of termination of the AGREEMENT, the CONTRACT-LETTING AGENCY shall assume directly or indirectly and immediately, the operation of the CONCESSION, to ensure continuity and regularity.

**40TH CLAUSE - TERMINATION OF CONTRACTUAL TERM**

The CONCESSION is extinguished at the time of expiration of its term, therefore, extinguishing the contractual relationship between the PARTIES, except those expressly set forth in this AGREEMENT.

Terminating the CONCESSION term, and except in the cases expressly provided in this AGREEMENT, or those with consent from the CONTRACT-LETTING AGENCY, the CONCESSIONAIRE shall be liable for the termination of any agreements related to the CONCESSION and signed with third parties under the rules for calculating and paying residual values, in accordance with legislation in force, assuming all costs thereof.

The CONTRACT-LETTING AGENCY AND CONCESSIONAIRE set forth up to 24 (twelve) months prior to the termination of the AGREEMENT validity, the operational demobilization program to define the rules and procedures to the CONTRACT-LETTING AGENCY or authorized third party to take over the operation

**41ST CLAUSE - TAKEOVER**

The CONTRACT-LETTING AGENCY, during the term of the AGREEMENT, and for reasons of public interest, should take over the CONCESSION under the law, after prepayment, to the CONCESSIONAIRE, of the indemnity. The indemnity payable to CONCESSIONAIRE in any absorption shall cover:

- a) the amounts related to the payment of FIXED GRANT still to be amortized or depreciated;



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0048

- b) the investments portions related to REVERSIBLE ASSETS, to be amortized or depreciated, which has been made to comply with this AGREEMENT;
- c) All burdens and encumbrances from penalties, terminations and indemnities payable to suppliers, FINANCIER(S) or third parties in general and lawyers' fees from the consequent interruption of the respective contractual relationships, and
- d) all expenses from takeover, as well as the early termination costs of the agreements signed by the CONCESSIONAIRE for the performance of the PURPOSE.

The calculation of the indemnity value of the REVERSIBLE ASSETS to be amortized shall be based on accounting amount of the financial statements of the CONCESSIONAIRE, calculated according to applicable law and the relevant accounting rules, disregarding the effects of a possible revaluation of assets, unless this has been made with express consent and without reservations thereon by the CONTRACT-LETTING AGENCY.

Fines, indemnities and any other amounts owed by the CONCESSIONAIRE to the CONTRACT-LETTING AGENCY shall be deducted from the indemnity provided for in the case of takeover.

**42ND CLAUSE - LAPSE**

In addition to the cases listed by the Federal Law No. 8,987 / 1995 and other cases provided for in this AGREEMENT, notwithstanding other applicable penalties, such as fines, the CONTRACT-LETTING AGENCY should order the expiration of the CONCESSION in the following cases:

- a) When the PURPOSE has been repeatedly performed inadequate or deficient manner, based on the rules and parameters defined in the AGREEMENT and its EXHIBITS;
- b) when the CONCESSIONAIRE repeatedly breaches the contractual or regulatory or legal provisions relating to the CONCESSION;
- c) deviation made by the CONCESSIONAIRE from its corporate purpose;
- d) Any relevant delay in compliance with the deadline for the completion of works, longer than or equal to 12 (twelve) months, leading to significant and general deterioration in the quality of the performed services and activities;
- e) a change of shareholding CONTROL of the CONCESSIONAIRE, without the prior written approval by the CONTRACT-LETTING AGENCY, according to the provisions in this AGREEMENT;
- f) The CONCESSIONAIRE interrupts the performance of the PURPOSE of this AGREEMENT or contribute to it, loses or compromises the economic, financial, technical or operational conditions necessary for proper performance of the PURPOSE;
- g) The CONCESSIONAIRE breaches the obligation to contract and keep in full force insurance policies or fails to keep the PERFORMANCE BOND OF AGREEMENT, under this AGREEMENT;
- h) The CONCESSIONAIRE fails to fulfill timely the penalties assessed thereto by the CONTRACT-LETTING AGENCY, and the payment of fines; for the practice of breaches set forth herein;
- i) the CONCESSIONAIRE fails to fulfill the CONTRACT-LETTING AGENCY'S request in order to rectify the performance of the PURPOSE of this AGREEMENT; or
- j) The CONCESSIONAIRE has unfavorable sentence passed in res judicata by tax evasion also the payroll contributions.

The order of termination of this AGREEMENT shall be preceded by the verification of the CONCESSIONAIRE's default in administrative process, ensuring the opportunity to be heard and adversarial proceeding.

No administrative proceedings of default shall be started before communicating to the CONCESSIONAIRE, in detail, the contractual breaches mentioned in the previous subclause, allowing a reasonable time, at least 5(five) days, to remedy of the faults and transgressions and to the adjustment to the contractual terms.

The administrative proceeding starting and default is proved, the expire shall be ordered by act by CONTRACT-LETTING AGENCY, regardless prior indemnity, calculated during the proceedings.





**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0049

In addition to the indemnities provided for in the preceding subclause, the order of expire shall entitle the CONTRACT-LETTING AGENCY to execute the PERFORMANCE BOND OF AGREEMENT provided in subclause xxvii .

The order of expire shall not result, to the CONTRACT-LETTING AGENCY, in any kind of liability for liens, charges, obligations or commitments with third parties undertaken into by CONCESSIONAIRE, especially with respect to labor, tax and social security obligations.

The expire being ordered, the indemnity to the CONCESSIONAIRE by the CONTRACT-LETTING AGENCY shall be limited to investments portions related to REVERSIBLE ASSETS , to BE amortized or depreciated, which have been made in order to ensure the viability, continuity and timeliness of service, discounting value of contractual fines and damage caused by CONCESSIONAIRE.

**43RD CLAUSE- CONTRACTUAL TERMINATION**

This AGREEMENT should be terminated at the initiative of the CONCESSIONAIRE in the event of default by the CONTRACT-LETTING AGENCY of its obligations, by lawsuit especially filed for this purpose under the provisions of art.39 of Federal law No. 8,987/1995.

The performance of the PURPOSE shall not be interrupted or stopped up to the final and non-appeal decision order the termination of the AGREEMENT.

The indemnity due to the CONCESSIONAIRE, in the case of legal termination shall be equivalent to takeover calculated by the same criteria described in 0 .

**44TH CLAUSE – THE AGREEMENT ANNULMENT**

The AGREEMENT should be annulled under the law subject to the adversarial proceeding and opportunity to be heard.

The indemnity due to the CONCESSIONAIRE, in the case of annulment of the AGREEMENT shall be calculated according to 0 .

The indemnity shall not be payable if the CONCESSIONAIRE has contributed to the illegality and where the illegality is attributable to it exclusively, in which case the indemnity to it shall be determined in accordance with 0 .

**45TH CLAUSE -BANKRUPTCY OR TERMINATION OF THE CONCESSIONAIRE**

In the event of termination of the AGREEMENT by bankruptcy or extinction of the CONCESSIONAIRE, the indemnity shall be limited to the amount of the investments portion related to REVERSIBLE ASSETS to be amortized or depreciated, which were performed in order to ensure the viability, continuity and timeliness of activities and services performed in the granted public asset, discounted the value of contractual fines and any damage caused by the CONCESSIONAIRE.

The CONTRACT-LETTING AGENCY shall carry out a new bid for the awarded goods, within 12 (twelve) months from the AGREEMENT termination. The future winner shall be assigned the burden to pay the indemnity directly to the FINANCIER(S) of former CONCESSIONAIRE.

No sharing of the respective corporate assets of the bankrupt CONCESSIONAIRE shall be carried out without the CONTRACT-LETTING AGENCY certifies by inspection report, the status of the REVERSIBLE ASSETS, and without the payment of amounts owed to the CONTRACT-LETTING AGENCY, as indemnity or any other reason, subject to the preference of creditors with legal guarantee.

**CHAPTER XVI - FINAL PROVISIONS**

**46TH CLAUSE – ENTIRE AGREEMENT**

The CONCESSIONAIRE represents the AGREEMENT and its EXHIBITS contains all agreements governing the CONCESSION.

The CONTRACT-LETTING AGENCY shall propose an amendment to this AGREEMENT in order to clarify or detail the issues of contractual regulation.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0050

The regulatory instrument of the amendment mentioned in the previous subclause shall be exclusively a detailed mechanism of the obligations under the AGREEMENT and shall not create new obligations, otherwise featuring changes in the contractual obligations mentioned in subclause 0 , letter ' e)', or mentioned in subclause 0, letter ' O'.

**47TH CLAUSE - COMMUNICATIONS BETWEEN THE PARTIES**

The communications between the PARTIES are in writing and forwarded:

- a) in hand provided that evidenced by receipt.
- b) By registered mail with receipt note; and
- c) By electronic mail, provided that reception is evidenced;

For the purposes of forwarding the notices, the following addresses, and electronic address are considered respectively:

- a) CONTRACT-LETTING AGENCY: [•]
- b) CONCESSIONAIRE: [•]
- c) INTERVENING CONSENTING PARTY: [•]

Any PARTY should change the post address, and electronic address by notice to the other PARTY as herein provided for.

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

The notices and communications shall be deemed received on the date (i) appearing in receipt; (Ii) judicial and extrajudicial delivery on its own initiative; (iii) facsimile delivery receipt; or (iv) proof of delivery by international courier service.

**48TH CLAUSE - COUNTING OF TERM**

The terms established in days, in this AGREEMENT and its EXHIBITS shall be counted on calendar days, unless it refers expressly to business days.

In all cases, the first day should be deleted and count the last day.

Unless otherwise provided for, the terms start and expire on business days of the CONTRACT-LETTING AGENCY extending to the first business day in cases where the date of start or expiration coincides with a day on which there is no office hours.

**49TH CLAUSE – EXERCISE OF RIGHTS**

If either PARTY allows, even by omission, the non-compliance in whole or in part, of any term or condition of this AGREEMENT and its EXHIBITS, this fact shall not release, waive or in any way affect or impair these same clauses or conditions, which remain unchanged, as if no waive had occurred.

In any event, the novation or waiver of rights shall not be featured, neither forbidden the further implementation thereof.

The waive of a PARTY to any right shall not be valid if it is not expressed in writing and shall be construed restrictively, which extension is not allowed to any other right or obligation set forth in this AGREEMENT.

**50TH CLAUSE- CONTRACT-LETTING AGENCY'S CHANGES**

For all purposes of this AGREEMENT, regardless of any notice or additional formalization, the INTERVENING CONSENTING PARTY shall be the CONTRACT-LETTING AGENCY in the case of occurrence of any of the following cases during the validity of CONCESSION:

Dissolution, liquidation or extinction of São Paulo Turismo S.A; and

Transfer of ownership of ANHEMBI COMPLEX on behalf of the Municipality of São Paulo.

**51ST CLAUSE - PARTIAL INVALIDITY AND SEVERABILITY OF THE CLAUSE OF AGREEMENT.**

Whenever possible, each provision of this AGREEMENT shall be construed so as to become valid and effective in accordance with the applicable law.



**REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBAKOVA**

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- *CERTIFIED PUBLIC TRANSLATOR*

Idioma/Language: Inglês - Português/*English - Portuguese*

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

BOOK No. 222

PAGE No. 0051

If any provision of this AGREEMENT is deemed unlawful, invalid, void or unenforceable by a court decision, it shall be considered separately from the remaining AGREEMENT, and replaced by lawful and similar provision, which reflects the original intention of the PARTIES, in accordance with the limits of law.

All other provisions shall continue in full force and effect, and are not affected or invalidated.

**52ND CLAUSE – VENUE**

The parties elect the Courts of the Treasury of São Paulo, State of São Paulo, to solve any dispute between the PARTIES under the AGREEMENT that is not subject to the procedures under CHAPTER XIII - SETTLEMENT OF DISPUTES as well as for the execution of the arbitration award and fulfillment of urgent issues.

In witness whereof, the PARTIES hereto have duly executed this AGREEMENT in 02 (two) counterparts of equal content and form in the presence of witnesses, who also sign it, in order to produce their legal effects.

São Paulo, [•] [•] 2020.

PARTIES:

SÃO PAULO TURISMO S.A.

CONCESSIONAIRE

MUNICIPALITY OF SÃO PAULO

WITNESSES:

Name:

CPF:

RG:

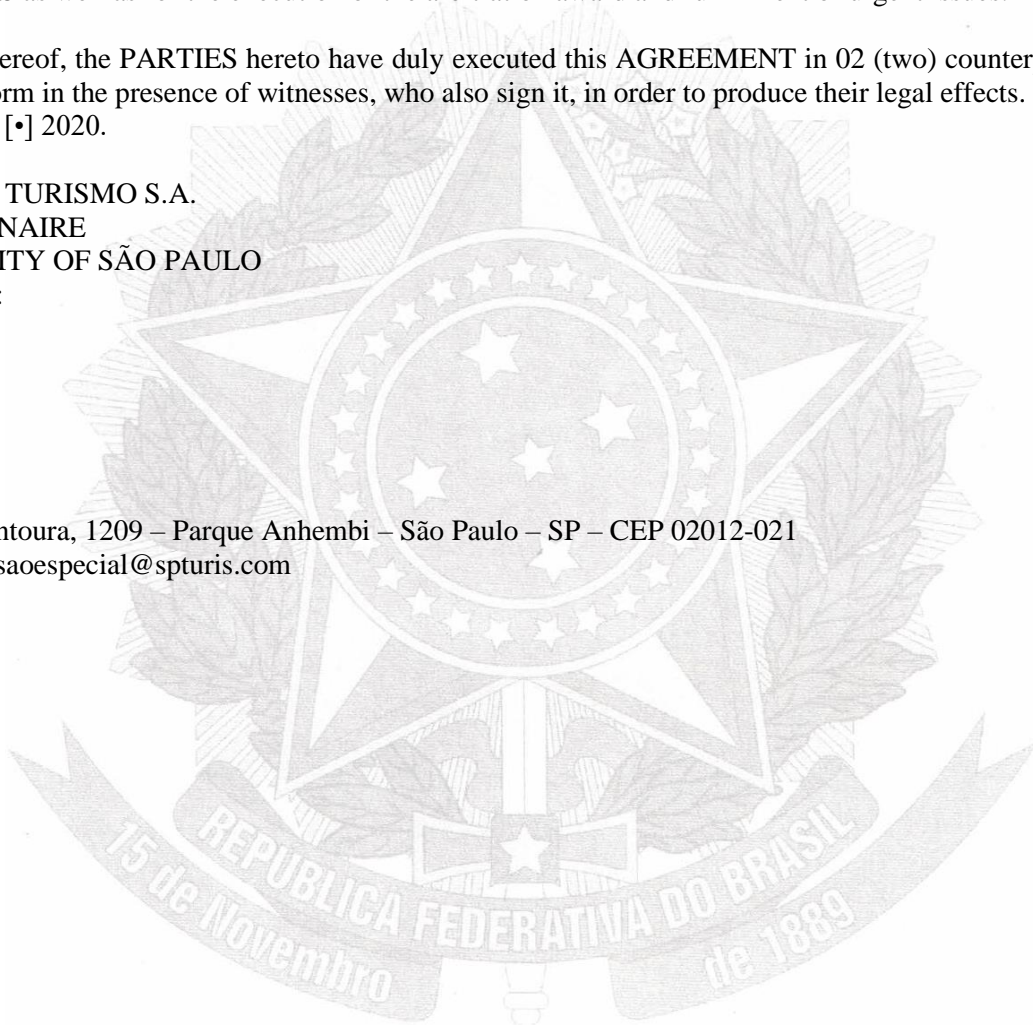
Name:

CPF:

RG:

Av. Olavo Fontoura, 1209 – Parque Anhembi – São Paulo – SP – CEP 02012-021

e-mail: comissaoespecial@spturis.com





REPÚBLICA FEDERATIVA DO BRASIL  
FEDERATIVE REPUBLIC OF BRAZIL  
ANTONIO DARI ANTUNES ZHBANOVA

TRADUTOR PÚBLICO E INTÉRPRETE COMERCIAL.- CERTIFIED PUBLIC TRANSLATOR

Idioma/Language: Inglês - Português/English - Portuguese

Matrícula Jucepe nº 406 • CPF 756.770.758-68

Rua Princesa Isabel nº 206 - Aloisio Pinto - Garanhuns (PE) CEP : 55.292-21 0

Telefone/Phone/Whatsapp +55 11 9 8784 1006 – (87) 92000-9314 - e-mail: dari.zhbanova@gmail.com (skype: antonio.dari)

TRANSLATION No. 72964

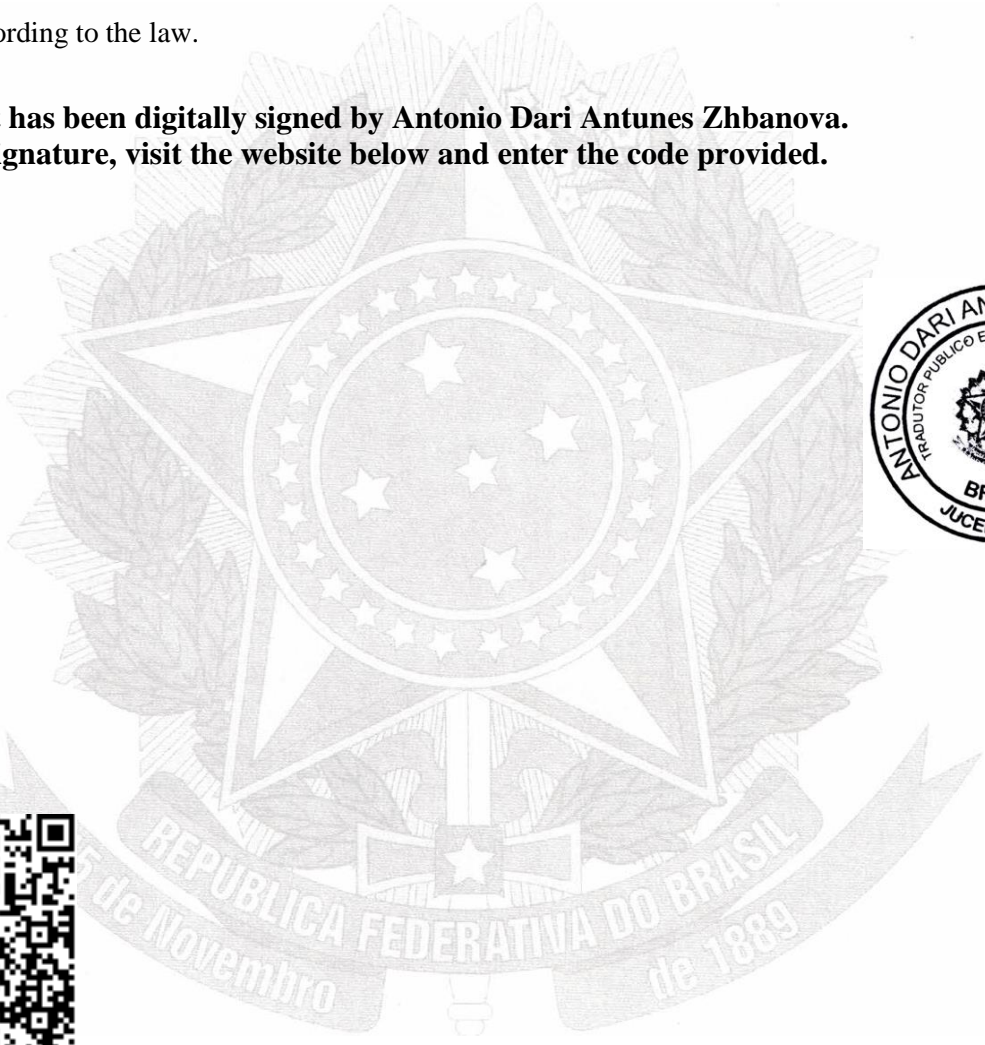
BOOK No. 222

PAGE No. 0052

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.**



Este documento foi assinado digitalmente por Antonio Dari Antunes Zhbanova.  
Para verificar as assinaturas vá ao site  
<https://www.portaldeassinaturas.com.br:443> e utilize o código 8D95-463F-F124-7065.