

**INTERNATIONAL COMPETITION No. ____ / SMA / DSLC /
2019**

**CONCESSION FOR IMPLEMENTATION, OPERATION, MANAGEMENT AND
MAINTENANCE OF THE URBAN PARK AND MARINA IN THE MUNICIPALITY
OF FLORIANÓPOLIS.**

BIDDING NOTICE

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PREAMBLE

BIDDING NOTICE

INTERNATIONAL COMPETITION No. ____ / SMA /

DLSC / 2019

MODALITY: INTERNATIONAL COMPETITION

TYPE: LOWER OUTGOING TIME

PURPOSE: CONCESSION FOR IMPLANTATION, OPERATION, MANAGEMENT AND MAINTENANCE OF THE URBAN AND MARINE PARK IN THE MUNICIPALITY OF FLORIANÓPOLIS.

CONCESSION TERM: UP TO 30 (THIRTY) YEARS

The municipality of Florianópolis, through the Municipal secretariat of Administration, Board of the bidding and contracts system, based in Rua Conselheiro Mafra, 656, 3º Andar, Edifício Aldo Beck, Centro, Florianópolis/SC, makes public for the interested parties which will make bidding in the Competition mode, of the lesser granting type, for the selection of the most advantageous proposal and contracting for the implementation, operation, management and maintenance of the Urban and Marine Park in the Municipality of Florianópolis, in accordance with the Municipal Law No. 10,437 / 2018 and, in the alternative, Federal Law No. 8,987 / 1995, Federal Law No. 9,074 / 1995, Federal Law No. 8666/1993, and other rules governing the matter, observing the rules of this Notice.

The bid will be processed with reversal of the order of the phases of qualification and judgment, in the form of the Municipal Law No. 10.437 / 2018, and of article 18-A of Federal Law No. 8,987 / 1995.

For the purposes of judgment, the criterion of the SHORTEST TIME OF GRANT shall be adopted, as provided in article 15, of Federal Law No. 8,987 / 1995, observing the parameters defined in this Notice and its annexes.

The envelopes containing the commercial proposal and the qualification must be delivered between ___ hours and _____ hours (Brasília time), on ___ of 2019, at Rua Conselheiro Mafra, nº 656, 3º Andar, Sala 301.

The opening session of the envelopes will take place on ___ of _____ 2019 at ___ hours, at the same address, observing the conditions of this Notice.

The bidding was preceded by a public hearing held in _____ of 2019, pursuant to Article 39 of Federal Law 8,666 / 93 and subsequent amendments, as well as public consultation, in the period from ___ of _____ to ___ of _____ of 2019.

The notice on this Notice was published in the Official Gazette of the Municipality of Florianópolis, in other newspapers with a wide circulation (Diário Catarinense, Jornal Notícias do Dia) and Official Gazette of the Union on the date of _____ 2019, as well as at the address <http://www.pmf.sc.gov.br>;

The notice of bidding was also posted in the following ways: _____.

Any subsequent changes to this convening instrument will be disclosed in the Official Gazette of the Municipality of Florianópolis and in the electronic site <http://www.pmf.sc.gov.br>.

Florianópolis, ___ of 2019 _____

Municipal Secretariat of Tourism, Technology and Economic Development

CHAPTER I GENERAL PROVISIONS

1. DEFINITIONS

1.1. For the purposes of this NOTICE and its ANNEXES, the terms listed below, when used in the singular or plural, in capital letters, shall have the meanings contained in this sub item:

- a) **ADJUDICATION:** the act by which the competent authority of the GRANTING POWER will grant the TENDERER the purpose of the BID;
- b) **TENDERER:** BIDDER to whom the PURPOSE OF THE BIDDING was awarded;
- c) **TECHNICAL ACQUIS:** understands the technical-operational capacity of a legal entity involving its set of business qualities, such as its administrative structure, its organizational methods, its internal processes of quality control, its staff and so on.;
- d) **ANNEXES:** the documents accompanying this TENDER;
- e) **CONCESSION AREA:** area to be granted to execute the PURPOSE, not including the EQUIPMENT NOT GRANTED, according to the attached Concession Area plan;
- f) **ATTRACTIONS:** free areas, non-permanent installations and buildings of the URBAN AND MARINE PARK that are part of the CONCESSION, being those existing before the CONCESSION or the new, destined for recreation, leisure, culture, education, sport and entertainment of its users;
- g) **REVERSIBLE GOODS:** assets indispensable to the continuity of services related to the PURPOSE, which will be reverted to the GRANTING POWER at the end of the CONTRACT;
- h) **GOODS CONNECTED TO THE CONCESSION:** assets, whether or not they belong to the assets of the CONCESSIONAIRE, necessary for the proper and continuous implementation and execution of the contracted PURPOSE;
- i) **SPECIAL BIDDING COMMITTEE:** commission established by Administrative Rule No. ___ / ___ / 2018, which will be responsible for receiving, examining and judging all documents and conducting the procedures related to the BID;
- j) **CONCESSION:** concession for the accomplishment of the PURPOSE, granted to the CONCESSIONAIRE for the term and conditions foreseen in the CONTRACT;
- k) **CONCESSIONAIRE:** Specific Purpose Company, constituted in accordance with the provisions of this NOTICE and under the CONTRACT and under the Brazilian laws,

for the exclusive purpose of executing the PURPOSE;

- l) CONSORTIUM PARTNER: legal entity, Brazilian or foreign, complementary pension fund or investment fund that is part of CONSORTIUM;
- m) CONSORTIUM: association of legal entities, Brazilian or foreign, financial institutions, private pension funds or investment funds, with the purpose of participating in the BIDDING, which, being the winner of the event, must be a Special Purpose Company, according to Brazilian laws;
- n) CONTRACT: legal instrument to be signed between the PARTIES, which regulates the terms of the CONCESSION;
- o) CONTROLLED: any company, investment fund or legal entity whose CONTROL is exercised by another person, physical or legal, or investment fund;
- p) PARENT COMPANY: any person, natural or legal, or investment fund that exercises CONTROL over another legal entity or investment fund;
- q) CONTROL: the power held by a person or group of persons bound by a voting agreement or under common control, individually or jointly: (i) to exercise, permanently, rights that ensure a majority of the votes in the resolutions and elect the majority of the managers or managers of another legal entity, investment fund or supplementary pension entities, as the case may be; and / or (ii) effectively direct the activities and guide the operation of organs of another legal entity, investment fund or supplementary pension entity;
- r) START ORDER DATE: date from which the execution of the PURPOSE will begin, according to the order to be recorded in writing by the GRANTING AUTHORITY to the CONCESSIONAIRE, after the CONTRACT statement is published in the Official Gazette of the Municipality of Florianópolis;

- s) **DATE OF DELIVERY OF PROPOSALS:** date corresponding to the day ____ of _____ 2019, between __ hours and _____ hours, when all documents necessary for participation in the meeting must be delivered to Rua Conselheiro Mafra, nº 656, 3º andar, Sala 301. BIDDING;
- t) **DATE OF PUBLICATION OF CONTRACT:** date of publication of the extract of the CONTRACT in the Official Gazette of the Municipality of Florianópolis;
- u) **QUALIFICATION DOCUMENTS:** a set of documents included in this TENDER, designed to prove, among others, legal qualification, fiscal and labor regularity, economic and financial qualification and technical-operational capacity of BIDDERS;
- v) **NOTICE:** This Notice No. ____ / SMA / DSLC / 2019, which contains the set of rules and conditions necessary for the orientation of the BID;
- w) **ENVELOPE 1:** envelope containing the COMMERCIAL PROPOSAL;
- x) **ENVELOPE 2:** Envelope containing ENABLING DOCUMENTS;
- aa) **EQUIPMENT NOT GRANTED:** the equipment of the URBAN AND MARINE PARK area that are not part of the CONCESSION, under the terms of the Concession Area Plan;
- bb) **FINANCIER:** any and all financial institution, development bank or multilateral credit agency, granting financing to the CONCESSIONAIRE for the execution of the PURPOSE of the CONTRACT;
- cc) **FINANCING:** any and all loans, if any, granted to the CONCESSIONAIRE in the form of debt to fulfill its obligations under the CONTRACT;
- dd) **REVENUE SOURCES:** REVENUE SOURCES, including alternative sources, complementary, accessory or associated projects, perceived by the CONCESSIONAIRE because of the exploitation of the PURPOSE;
- ee) **CONTRACT EXECUTION GUARANTEE:** the guarantee of the faithful fulfillment of the obligations of the CONCESSIONAIRE, to be maintained in favor of the GRANTING POWER;
- ff) **PROPOSAL GUARANTEE:** pecuniary guarantee provided by BIDDERS that may be executed by the GRANTING POWER, in accordance with the TENDER;
- gg) **APPROVAL:** act by which the competent authority, after verifying the regularity of the acts performed, ratifies the result of the BID;
- hh) **CPI:** Consumer Price Index, published monthly by FIPE - Fundação Instituto de

Pesquisas Econômicas;

ii) **BIDDING**: administrative procedure conducted by the GRANTING Power to select, among the PROPOSED COMMERCIAL PROPOSALS, which is most advantageous for the Municipal Public Administration, based on the criteria set forth in this NOTICE;

jj) **BIDDER**: any legal entity, investment fund or CONSORTIUM participating in the BID;

kk) **URBAN FURNITURE**: elements such as furniture, purposes and equipment that may occupy the public space of the area with different purposes;

ll) **PURPOSE**: the provision of management, operation and maintenance services for the URBAN AND MARINE PARK, as well as the execution of engineering works and services;

mm) **START ORDER**: document issued by the GRANTING AUTHORITY after the PUBLICATION DATE OF THE CONTRACT, which sets the date for the beginning of the PURPOSE;

nn) **PARTIES**: the GRANTING POWER and the CONCESSIONAIRE;

oo) **GRANTING POWER**: Municipality of Florianópolis;

pp) **PLAN OF IMPLEMENTATION**: Detailed plan containing all the necessary actions (mandatory and optional) to the implementation of the project, also composed by a General Schedule of the Activities of the Urban Park and Marina Beira Mar.

qq) **COMMERCIAL PROPOSAL**: financial proposal submitted by BIDDERS according to the terms and conditions of the NOTICE and its ANNEXES, which contains the proposal required by the Public Administration;

rr) **USER SERVICES**: the services provided to USERS in the enterprise;

ss) **MANDATORY SERVICES**: obligatory activities to be developed by the CONCESSIONAIRE, according to the CONTRACT and its ANNEXES;

tt) **SPECIFIC PURPOSE COMPANY** or **SPE**: Specific Purpose Company that will be constituted by the TENDERER, in accordance with the laws of the Federative Republic of Brazil, for the exclusive execution of the PURPOSE OF THE CONCESSION;

uu) **USERS**: the visitors of the URBAN PARK AND MARINA.

2. NOTICE DOCUMENTS AND BIDDING GENERAL INFORMATION

2.1. The following ANNEXES are part of the present NOTICE as inseparable parts:

a) REFERENCE TERMS

- b) CONTRACT MINUTE
- c) CONCESSION AREA PLANT;
- d) PREMISES FOR RESEARCH OF ECONOMIC FINANCIAL VIABILITY;
- e) RESEARCHES OBTAINED IN PMI;
 - o SIMPLIFIED ENVIRONMENTAL DIAGNOSIS;
 - o TERRITORIALITY RESEARCH;
 - o SIMPLIFIED IMPACT RESEARCH;
 - o ARCHITECTURAL AND URBANISTIC PRELIMINARY RESEARCH;
- f) TECHNICAL REPORT OF THE GEOPHYSICAL, GEOMETRIC AND GEOTECHNICAL SURVEY (JET-PROBE) DONE IN THE NORTH BAY OF THE ISLAND OF SANTA CATARINA - MARINA BEIRA-MAR.

2.2. The copy of the present NOTICE, with the respective ANNEXES, will be available in electronic media at Rua Conselheiro Mafra, nº 656, 3rd andar, Sala 301, Florianópolis / SC, between ___ of _____ 2019 and ___ of _____ 2019, of __h and the interested party must schedule in advance with the Special Bidding Commission, via the electronic address _____ @ pmf, sc.gov.br, (CD / DVD, flash drive or external HDD). This means that you are not required to install the media.

2.3. The GRANTOR is not responsible for the authenticity of the content of the NOTICE and ANNEXES obtained or known in a way or places different from those provided in the previous sub items.

2.4. BIDDERS are responsible for obtaining all data and information on the exploitation of the CONCESSION.

2.5. With the exception of contractual obligations, information, researches, investigations, surveys, projects, worksheets and other documents or data related to the grant provided by the concession grantor have referential character and those involved the examination of all instructions, conditions, requirements, laws, decrees, standards, specifications and regulations applicable to the granting, blaming, such costs and expenses relating to necessary measures to development of their BUSINESS PROPOSALS and participation in bidding, including the researches required for the development of projects and researches that may be relevant and direct analysis of the conditions of the URBAN PARK and MARINA.

2.6. The obtaining of the convening instrument will not be a condition for participation in the BID, being sufficient for both the knowledge and acceptance, by the BIDDERS, of all its terms and conditions.

2.7. In case of divergence between the ANNEXES and the NOTICE, the provisions of the

NOTICE shall prevail.

3. PURPOSE

3.1. This BID purpose is the CONCESSION for the implementation, operation, management and maintenance of the Urban Park and Marina in the municipality of Florianópolis, in the TERMS of this notice and its annexes.

3.2. The revenues to be received by the CONCESSIONAIRE will be derived from the exploitation of REVENUE SOURCES in the CONCESSION AREA.

3.3. The EQUIPMENTS NOT GRANTED are not part of the PURPOSE OF THE CONCESSION.

3.4. The characteristics and technical specifications regarding the execution of the PURPOSE are indicated in the CONTRACT and its respective ANNEXES.

3.5. THE CONCESSIONAIRE AREA shall be assumed by the CONCESSIONAIRE after the date of issue of the term of the work authorization in accordance with the contract.

4. BIDDING JUDGING CRITERIA

4.1. This BID will adopt as a criterion of the MINOR TIME OF AWARD, pursuant to Federal Law No. 8,987 / 1995, observing the parameters defined in this TENDER and its ANNEXES.

4.2. A bidder will be considered the winner, offering the shortest granting time for the implementation and operation of the purpose contained in the Invitation to Bid.

4.2.1. In the case of a tiebreaker, the following criteria will be used in order of presentation as follows:

- a) The shorter term (in days) of completion of the works of the Urban Park;
- b) In the event of a tie, that is, in cases where bidders have the same concession period and the same delivery time as the URBAN AND MARINA PARK, a lottery will be made.

5. CONCESSION TERM

5.1. The term of validity of the CONCESSION will be of up to 30 (thirty) years, counted from the date of the issuance of the term of authorization of work.

6. PARTICIPATION CONDITIONS

6.1. Participation in this BID may be by legal entities, Brazilian or foreign, private pension entities and investment funds, alone or in CONSORTIUM.

6.2. They may not participate in the BID, individually or in CONSORTIUM:

a) those which have been declared inoperative, including companies that are PARENT COMPANIES or CONTROLLED, associated and subsidiary to each other, impeded or suspended from the right to bid and contract with the Public Power, by any entities of the public administration, directly or indirectly, in the spheres federal, state, district or municipal, or by judicial decision;

b) those who are in compliance with a penalty of temporary suspension of participation in bidding and prevented from contracting with organ or entity of the Direct or Indirect Administration of the Municipality of Florianópolis, resulting from article 87, item III, and article 88, of Federal Law No. 8,666 / 93, or article 7 of Federal Law 10,520 / 02;

c) those who have been sentenced, by a final judgment, to the penalty of prohibition of rights due to the practice of environmental crimes, as disciplined in article 10 of Federal Law 9605/98;

d) those who are prohibited from contracting with the Municipality of Florianópolis due to sanctions included in the registers referred to in Articles 22 and 23 of Federal Law 12.846 / 13;

e) those who have been prohibited from participating in bids promoted by the federal, state, municipal, direct and indirect public administration, due to the practice of violation of the economic order, pursuant to article 38, item II, of Federal Law 12,529 / 11;

f) those that have been prohibited from contracting with the Public Power by reason of condemnation by act of administrative improbity, under the terms of article 12 of Federal Law nº 8.429 / 92;

g) those that have been temporarily suspended, impeded or declared insidious to bid or contract with the state public administration, directly and indirectly, for disobedience to the Law on Access to Information, pursuant to Article 33, items IV and V, of Federal Law 12,527 / 11;

h) any entities that have as employees, directors, members or occupants of position or employment in the Municipal Administration, Direct or Indirect, protected other

impediments provided for in the applicable legislation and regulations;

(i) The United Nations Office for Project Services (UNOPS), its officers, employees or associates.

6.3. Also, the participation, in isolation or in CONSORTIUM, of companies, investment funds or legal entities that abuse the right of constitution of legal personality to circumvent the fences mentioned in the previous sub item, as provided in article 14 of Federal Law 12,846 / 2013.

7. CONSORTIUMS

7.1. The CONSORTIUM shall comply with the provisions of article 33 of Federal Law 8,666 / 93, as well as to article 19 of Federal Law No. 8,987 / 95 and its amendments, and its participation is subject to compliance with the following requirements:

a) each CONSORTIUM PARTNER shall meet individually the requirements related to legal qualification, fiscal and labor regularity, in accordance with the NOTICE;

b) together with the ENABLING DOCUMENTS, the relevant commitment term for the incorporation of SPE shall be submitted, in accordance with the GENERAL STATEMENTS of ANNEX I - MODELS AND DECLARATIONS, signed by all CONSORTIUM PARTNERTIES;

c) the participation of a same BIDDER as CONSORTIUM in more than one CONSORTIUM, or individually in more than one COMMERCIAL PROPOSAL, will not be allowed;

d) Only the participation of SUBSIDIARIES, CONTROLLING COMPANIES or under COMMON CONTROL of the same bidder will be admitted when they are in the same CONSORTIUM.

7.2. There is no minimum or maximum number of CONSORTIUM PARTNER for each CONSORTIUM.

7.3. The winning CONSORTIUM shall promote, prior to the execution of the CONTRACT, the incorporation of the SPE, pursuant to article 20 of Federal Law No. 8,987 / 95 and according to the rules set forth in this NOTICE, observing, in the composition of its capital stock, that established in the CONTRACT and holding shares identical to those included in the commitment term for the constitution of SPE presented in the BID.

7.4. The inclusion, substitution, withdrawal or exclusion of the CONSORTIUMS until the PUBLICATION DATE OF THE CONTRACT will not be admitted, from what shall be observed the rules of transfer of the CONCESSION and transfer of the CONTROL of the CONCESSIONAIRE provided for in the CONTRACT.

7.5. Disqualification or disqualification of any CONSORTIUM PARTNER shall result in the

disqualification or automatic disqualification of the CONSORTIUM.

7.6.

The technical qualification requirements must be met by the consortium, through any of the consortium partner alone or by the sum of the technical qualifications presented by the consortium partners.

7.7. The members of the CONSORTIUM shall be jointly and severally liable, before the GRANTING POWER, for the acts performed during the BID.

7.8. The joint liability of the CONSORTIUM PARTNER shall cease for purposes of the obligations assumed by virtue of the present BID in case the CONSORTIUM has not been the TENDERER after the PUBLICATION DATE OF THE CONTRACT.

7.9. For investment funds and private pension entities, the following rules will apply:

- a) the entities managing and managing the funds, or any other entity that exerts a relevant influence, shall be considered BIDDERS for the application of the conditions and prohibitions of participation contemplated in this NOTICE; and
- b) The quota holders that have a stake equal to or greater than 20% (twenty percent) in the Investment Fund will be considered as BIDDERS for the application of the participation limits set forth in this NOTICE.

8. TECHNICAL VISIT AND FULL KNOWLEDGE STATEMENT

8.1. In order to present the proposal, the BIDDER is advised to carry out a technical survey, aimed at verifying *in loco* of the conditions, nature and measurement of the materials and equipment necessary for the execution of the CONTRACT, always with the technical professional accompaniment of the GRANTING POWER.

8.2. Each BIDDER shall be responsible for arranging the technical visit referred to in the previous sub item, and shall do so within two (2) business days prior to the date of the scheduled appointment, by means of a request addressed to the following address and - mail: _____@pmf.sc.gov.br.

8.3. For the respective technical survey, the interested party should be represented at address Rua _____, nº 387, Florianópolis / SC, through a duly identified representative, at the scheduled time, which may be from ___h to ___h.

8.4. Each BIDDER, alone or in CONSORTIUM, may appoint a maximum of 03 (three) representatives to follow the scheduled technical visit, being able to participate in any number of visits, among those to be performed.

8.5. Attendance at the technical visit is not a mandatory condition for participation in the

BID, but it is considered that the ENABLING DOCUMENTS and the COMMERCIAL PROPOSAL have been prepared with full knowledge by the BIDDERS of the CONCESSION AREA, as it is, which may not invoke any insufficiency of data related thereto as an obstacle to participation in the BID or to the full execution of the CONTRACT.

9. CLARIFICATIONS, CHALLENGE AND AMENDMENTS ON THE NOTICE

9.1. Those interested who need additional information or clarification regarding this TENDER should, in accordance with the MODEL OF REQUEST FOR CLARIFICATIONS, request them by the date of _____ of 2019, in the care of the SPECIAL BIDDING COMMISSION, as follows:

a) by means of a message addressed to the electronic address gerenciallicitacao@pmf.sc.gov.br, until ___h, accompanied, necessarily, of the file containing the questions formulated in editable format ".doc"; or

b) (CD, pen drive, or similar), filed at the Municipal Administration Office, located at Rua Conselheiro Mafra, nº 656, Florianópolis / SC, during the hours of ___h to ___h. the respective file saved in ".doc" editable format.

c) The SPECIAL BIDDING COMMITTEE shall not be responsible for any problems or failures in sending or receiving requests for clarifications, as well as the clarity and visual quality of the documents sent.

9.2. The SPECIAL BIDDING COMMITTEE will not answer questions that have been formulated in disagreement with the provisions of this NOTICE, and requests for clarifications received by facsimile are not considered.

9.3. In forwarded applications, the interested parties must identify themselves (CNPJ, Corporate Name and the name of the representative who requested clarification) and make the contact information available (full address, telephone and e-mail).

9.4. All correspondence regarding the NOTICE sent to the GRANTING POWER will be considered as delivered on the date of its receipt by the recipient, being considered timely those protocols up to 05 (five) days prior to the opening session.

9.5. The answers to these clarifications will be consolidated and published on the <http://www.pmf.sc.gov.br>, without the identification of the person responsible for the questioning.

9.6. The answers shall form part of this NOTICE for all legal purposes.

9.7. Under penalty of decay, any challenge to the NOTICE must be filed by any person within 5 (five) business days before the DATE OF DELIVERY OF PROPOSALS

and, for those who will participate in the bidding, within two (2) business days before the DATE OF SUBMISSION OF PROPOSALS.

9.8. Challenges to the NOTICE must be in electronic format, recorded in a physical device (CD, pen drive, or similar), duly initialed and signed by the responsible and, in the case of a legal entity, by its legal representative or attorney-in-fact addressed to the President of the SPECIAL BIDDING COMMITTEE, and must be registered at the Municipal Administration Department, located at Rua Conselheiro Mafra, 656, 3rd andar, Sala 301, from ____h to ____h.

9.9. This TENDER may be modified until the DATE OF DELIVERY OF PROPOSALS, observing the following conditions:

- a) the disclosure of the modification in the same way as the disclosure of the NOTICE; and
- b) the opening of the period originally established, if the modification substantially affects the formulation of the COMMERCIAL PROPOSALS.

9.10. When the change does not imply changes or reformulation of the COMMERCIAL PROPOSALS, or the fulfillment of new requirements, there will be no need to reopen the deadline.

CHAPTER II - ENVELOPES

10. FORM OF SUBMISSION OF PROPOSALS AND ENABLING DOCUMENTS

10.1. The documentation to be presented by the BIDDERS in this BID will consist of the following envelopes:

- a) ENVELOPE 1 - COMMERCIAL PROPOSAL; and
- b) ENVELOPE 2 - ENABLING DOCUMENTS.

10.2. After delivery of the envelopes, it will not be for the BIDDER to give up his proposal, under penalty of execution of the PROPOSAL GUARANTEE, unless for a fair reason resulting from a supervening fact and accepted by the SPECIAL BIDDING COMMITTEE.

10.3. After the accreditation, the BIDDING will be conducted in 02 (two) distinct and successive phases, in the following order:

- a) opening stage of ENVELOPE 1, with the analysis and judgment of the COMMERCIAL PROPOSAL; and

b) opening stage of ENVELOPE 2, with the analysis of the best qualified BIDDING ENABLING DOCUMENTS in the previous phase.

10.4. The opening of the envelopes and the analysis of the documentation submitted by the BIDDERS shall take place in public sessions, which may be attended by any persons, but only the accredited representatives of the BIDDERS shall be admitted.

10.5. For the purpose of evaluating the documents in ENVELOPES 1 and 2, the SPECIAL BIDDING COMMISSION may, justifiably, propose the closing of the respective session, and the results of the analysis shall be published in a timely manner, by publication in the Official Gazette of the Municipality of Florianópolis.

10.6. The envelopes containing the COMMERCIAL PROPOSAL and the ENABLING DOCUMENTS must be delivered face-to-face on the DATE OF DELIVERY OF PROPOSALS, at the address and within the time indicated in the Preamble to this NOTICE, enclosed, undeliverable and containing, on the outside, the following words:

INTERNATIONAL COMPETITION No. ___ / SMA / DSLC / 2019
[SOCIAL RESPONSIBILITY OF THE BIDDER OR DESIGNATION OF THE
CONSORTIUM]
ENVELOPE 1 - COMMERCIAL PROPOSAL

INTERNATIONAL COMPETITION No. ___ / SMA / DSLC / 2019
[SOCIAL RESPONSIBILITY OF THE BIDDER OR DESIGNATION OF THE
CONSORTIUM]
ENVELOPE 2 - ENABLING DOCUMENTS

10.7. Documents sent by post, internet, *facsimile*, telegram, or by other means and at different address and time specified in this NOTICE.

10.8. The COMMERCIAL PROPOSAL and the ENABLING DOCUMENTS must be presented in one (1) way, bound with all sheets numbered sequentially, including separation sheets, catalogs, drawings or similar, if there is, regardless of whether it is more than one first to last sheet, so that the numbering of the last sheet of the last notebook reflects the total number of sheets within each envelope, and no splices, erasures,

between lines or exceptions are allowed in any case.

10.9. The documents must be presented in their original form or a certified copy in a notary's office, whereby, in relation to the PROPOSAL GUARANTEE, they will be accepted as guarantee insurance policies issued digitally, in which case the SPECIAL BIDDING COMMITTEE will attest to its authenticity through consultation with the site of SUSEP.

10.10. THE SPECIAL BIDDING COMMITTEE may avail itself of the support of organs of the Municipality of Florianópolis, for the evaluation of the PROPOSAL GUARANTEE.

10.11. The equivalent documents submitted by foreign legal persons shall allow the clear identification of their content, validity and efficacy, and the bidder will indicate to which item and to which the editorial requirement the document corresponds.

10.12. In the absence of equivalent documentation in their respective countries of origin, foreign legal entities must present a formal and express declaration signed by their representative of the official public agency of the country of origin, informing them in detail and expressly stating the qualifying documents those required by the NOTICE, in which there is no equivalence in the country of origin, in addition to a statement, signed by its representative, stating that under the penalties of law, which meet the requirements of the respective item of this NOTICE not covered by the documentation of the country of origin, and the GRANTING POWER, in any case, the promotion of the acts provided for in this convening instrument.

10.13. The documents issued by the Internet do not require authentication in a notary's office, and the validity of the documents will also be made through a consultation by the SPECIAL BIDDING COMMITTEE at the electronic address indicated therein.

10.14. The content of each ENVELOPE 1 and 2, regardless of the number of notebooks, will contain 01 (one) opening term, 01 (one) index and 01 (one) own closing term, indicating the page number immediately preceding.

10.15. All sheets of the COMMERCIAL PROPOSAL and ENABLING DOCUMENTS shall be initialed by the BIDDERS' representatives.

10.16. The accredited representatives must initiate on the sealing of each of the envelopes, inserting next to the heading, of own hand, the date and time.

10.17. The documents should be presented in clear language, without amendments, erasures, between lines or reservations.

10.18. All documents that constitute, PROPOSALS, certificates, as well as all other documents to be elaborated and all correspondence and communications to be exchanged, must be presented in Portuguese Language.

10.19. Any documents that are written in a foreign language must be submitted accompanied by sworn translation and their respective consularization.

10.20. In case of divergence between the document in the original language and its translation, the text translated into Portuguese will prevail.

10.21. If there is a divergence between the numerical values and those presented in full in the presented documentation, the latter will prevail.

11. DILIGENCE, CLARIFICATION AND SANITATION OF FAILURES ON THE INFORMATION CONTAINED IN THE ENVELOPES

11.1. The SPECIAL BIDDING COMMITTEE may, at its discretion, at any stage of the TENDER, promote diligence to clarify or complement the instruction of the BID, pursuant to article 43, paragraph 3, of Federal Law 8,666 / 93.

11.2. The BIDDER is responsible for the veracity of the information provided and the documents submitted, subject to the penalties provided for in civil, administrative and penal legislation.

11.3. The complementation of inadequacies or the formal corrections necessary for the correction of failures characterized as formal failures in the course of the procedure may be carried out by the SPECIAL BIDDING COMMITTEE, as established in article 12, IV, of Federal Law 11,079 / 04.

11.4. For the purposes of the sub-items above, the term of up to 03 (three) consecutive days, to be defined by the SPECIAL BIDDING COMMISSION, according to the circumstances of the specific case and the speed of the TENDER, for the submission of information or supplementation by the BIDDER, of deficiencies or of corrections of formal character.

11.5. A failure or formal defect is considered to be one that:

- a) do not denature the purpose of the submitted document;
- b) does not allow the information contained in the document to be checked with due security; and
- c) does not imply the presentation of a document that should originally appear in the documentation submitted by the BIDDER, nor does it refer to the fact existing only after the DATE OF DELIVERY OF PROPOSALS.

11.6. Clarifications and information provided by any of the PARTIES shall always be in

written form, and shall be available at any time in the records of the administrative process of the BID and on the electronic site <http://www.pmf.sc.gov.br>.

12. ACCREDITATION

12.1. The representatives of each BIDDER must present themselves for accreditation to the SPECIAL BIDDING COMMITTEE on the same day, place and time designated for the opening of the public opening session of the envelopes, presenting:

- a) copy of the identity card or other official document with a photo of the representative (s);
- b) an instrument of mandate that proves specific powers to perform all acts related to this BID, such as formulating offers of prices, lodging and / or withdrawing of appeal, according to the MODEL OF ATTACHMENT contained in ANNEX I - MODELS AND DECLARATIONS, accompanied by) document (s) proving the powers of the respective grantor (s);
- c) constituent act, statute or social contract; and
- d) declaration on the absence of an impediment to participate in the BID, under the MODEL OF DECLARATION OF ABSENCE OF IMPEDIMENT FOR THE PARTICIPATION IN THE BIDDING IN ANNEX I - MODELS AND DECLARATIONS.

12.2. In the case of a special mandate instrument, it must be presented with a recognized signature.

12.3. In the case of CONSÓRCIOS, the power of attorney shall be granted by all CONSORTIUM PARTNER, or by the respective leader.

12.4. Only proxies will be accepted that provide for specific powers regarding the practice of acts in this BID. The documents of representation of the BIDDERS shall be retained by the SPECIAL BIDDING COMMITTEE and attached to the BIDDING PROCESS.

12.5. The absence of accreditation shall not constitute grounds for disqualification or disqualification of the BIDDER.

12.6. At any time during the bidding process, the BIDDER may replace its accredited representative (s).

12.7. No person, even with a proxy, may represent more than one BIDDER.

13. COMMERCIAL PROPOSAL - ENVELOPE 1

13.1. The COMMERCIAL PROPOSAL must comply with all the formal requirements set forth in this NOTICE and its contents must be expressed in a letter addressed to the SPECIAL BIDDING COMMITTEE.

13.2. Each BIDDER shall submit only one COMMERCIAL PROPOSAL, under penalty of disqualification.

13.3. The BIDDER shall indicate in its COMMERCIAL PROPOSAL the term of grant, accompanied by a spreadsheet, attached to this notice, duly completed.

13.4. The COMMERCIAL PROPOSAL must have as a date the DATE OF DELIVERY OF PROPOSALS.

13.5. The COMMERCIAL PROPOSAL must be valid for at least 180 (one hundred and eighty) days counted from the DATE OF DELIVERY OF PROPOSALS, and all conditions contained therein must be maintained during this period.

13.6. Only the COMMERCIAL PROPOSALS covering the entire PURPOSE will be considered, in the exact terms of this NOTICE.

13.7. The COMMERCIAL PROPOSAL shall be based on, among others:

ENABLING DOCUMENTS - ENVELOPE 2

13.8. GENERAL DOCUMENTATION

13.8.1. In ENVELOPE 2, and without prejudice to the other documents indicated in the subsequent sub items, the BIDDER shall submit:

- a) letter of presentation duly signed;
- b) a statement that, in the case of a TENDERER, the SPE will constitute the SPE for signing the CONTRACT, in accordance with Brazilian law, with its head office and administration in Brazil, in the Municipality of Florianópolis, State of Santa Catarina;
- c) commitment of payment of minimum capital stock of the SPE, under the terms of the CONTRACT, according to the model of GENERAL DECLARATIONS;
- d) a commitment by SPE to be structured in the form of joint-stock companies, corporate governance and accounting standards, and the preparation of standardized financial statements, in accordance with accounting practices adopted in Brazil, based on

the Brazilian Corporate Law (Federal Law 6404/76 and subsequent amendments) and in the Accounting Standards issued by the Federal Accounting Council - CFC;

- e) commitment to adopt internal mechanisms and procedures for integrity, auditing and encouraging the reporting of irregularities and the effective application of codes of ethics and conduct; and
- f) declaration of commitment to comply with the provisions of article 7, XXXIII, of the Federal Constitution of 1988.

13.8.2. In the case of CONSORTIUM, the obligations set forth in the preceding item shall be fulfilled, when applicable, by each of the respective members, or may be provided if they are already included in the SPE's own instrument of incorporation.

13.8.3. In the case of CONSORTIUM PARTNER, the corresponding commitment term for the constitution of SPE, signed in accordance with Brazilian laws, signed by the CONSORTIUM PARTNER, shall also be presented, containing:

- a) the name of the consortium;
- b) the composition of the CONSORTIUM, indicating the percentage of participation of each CONSORTIUM PARTNER in the capital of the future SPE, subject to the conditions of this NOTICE;
- c) the purpose of the CONSORTIUM, which shall be compatible with this BID and with the PURPOSE of the CONTRACT;
- d) the indication of the leader of the CONSORTIUM, who shall be a Brazilian legal entity, and who will be acknowledged express powers to represent the CONSORTIUM in the BID, being able to receive and give discharge, to respond administratively and judicially, to agree with conditions, to compromise, to commit and to practice other acts necessary for the participation of the CONSORTIUM in this BID, until the PUBLICATION DATE OF THE CONTRACT; and
- e) express declaration of all participants of the CONSORTIUM, effective as of the DATE OF PRESENTATION OF THE PROPOSALS, acceptance of joint and several liability, pursuant to article 33 of Federal Law No. 8.666 / 93, regarding the PURPOSE of this BID, fully covering all obligations assumed in the proposal presented, and such joint and several liability will only cease, in case the CONSORTIUM has been the TENDERER, after the PUBLICATION DATE DO extract from CONTRACT; and, in case the CONSORTIUM has not been the TENDERER, within 30 (thirty) days counted from the PUBLICATION DATE OF THE CONTRACT.

13.9. DOCUMENTATION RELATING TO LEGAL ENTITLEMENT

13.9.1. For the purposes of legal authorization, the following documents must be submitted by the individual BIDDER and, if applicable, by each member of the CONSORTIUM, including the leader:

- a) copy of the articles of incorporation, by-laws or by-laws in force, including, if any, changes made since the last consolidation, duly registered with the Board of Trade or competent body.
- b) in the case of corporations and limited companies, when applicable, the documents listed in the above item must be accompanied by the duly registered documents of election of its managers and, in the case of joint stock companies, the respective publications in the press;
- c) in the case of an individual company, the documents listed in the item above must be accompanied by the presentation of the commercial register of the BIDDER;
- d) in the case of investment funds, the documents listed in the item above must be accompanied by the instrument of incorporation with the last amendment filed with the competent body; the proof of hiring manager, if any, as well as the election of the acting administrator; proof of registration of the investment fund in the Securities and Exchange Commission - CVM; of the investment fund regulation and its subsequent amendments if any; of the proof of registration of the regulation of the investment fund before the competent Registry of Titles and Documents; proof that the investment fund has been duly authorized to participate in the BID and that its representative may represent it in all acts and for all purposes of the BID, assuming, on behalf of the investment fund, all obligations and rights arising therefrom; and proof of qualification of the manager and, if there is one, of the investment fund manager, before the CVM; and
- e) in the case of open or closed supplementary pension entities, the documents listed in the item above must be accompanied by the registration or registration of the articles of incorporation, the minutes that elected the current administration, the current regulation, the proof of express and specific authorization to the constitution and functioning of the supplementary pension entity granted by the competent supervisory body and a statement that the plans and benefits administered by it are not under liquidation or intervention by the Ministry of Finance's Secretariat of Social Security.

13.10. DOCUMENTATION ON ECONOMIC AND FINANCIAL QUALIFICATION

13.10.1. For the purposes of the economic and financial qualification, the following documents must be submitted by the individual BIDDER and, in the case of CONSORTIUM, by each member, including the leader:

- a) for any type of company and for fund manager (s): negative certificate of bankruptcy and judicial recovery, issued by the Judicial Distributor of the District (Civil Courts) of the

city where the company be filed, with a date no later than 90 (ninety) days prior to the DATE OF DELIVERY OF PROPOSALS; in the event of any judicial action being taken, the certificate of purpose and foot must be attached stating the situation of the updated process for ninety (90) days prior to the DATE OF DELIVERY OF PROPOSALS;

b) for the other BIDDERS: certificate issued by the Judicial Distributor of the Civil Courts in general (Patrimonial Execution) of the Region where the BIDDER is domiciled, dated no later than 90 (ninety) days prior to the DATE OF DELIVERY OF PROPOSALS; in the event of any judicial action being taken, the certificate of purpose and foot must be attached stating the situation of the updated process for ninety (90) days prior to the DATE OF DELIVERY OF PROPOSALS; and

c) balance sheet and respective financial statements for the last fiscal year, already due and presented in accordance with the law, not being replaced by balance sheets or provisional balance sheets, duly registered.

13.10.2. For the purposes of accounting requirements, corporations must present financial statements in one of the following ways: publication in Official Gazette, publication in a newspaper of great circulation, or by certified copy.

13.10.3. The other corporate types and the individual entrepreneur must present a certified copy of the balance sheet, registered with the Board of Trade, or another equivalent body, at the BIDDER's headquarters.

13.10.4. The balance sheet referred to must be signed by the legal representative of the BIDDER and by an accountant duly authorized, and also, when legally required, be accompanied by the report of independent auditors.

13.10.5. If the BIDDER is enrolled in the Public Digital Bookkeeping System (SPED), they may be replaced by:

a) proof of the digital delivery of the accounting book with the balance sheet and the financial statements required by law;

b) proof of the digital signature of the accounting book by the responsible director and by qualified accounting professional and duly registered in the Regional Accounting Council - CRC, proving its regularity before the respective council;

c) copy of the opening and closing period of the respective accounting book; and

d) term of authentication of the accounting book with the balance sheet and the financial statements by the competent body.

13.10.6. Foreign companies must present the balance sheet and financial statements, accompanied by a report from independent auditors, with all amounts converted to BRL R

\$(Brazilian reais), by the commercial exchange rate for sale published by the Central Bank of Brazil (BACEN) the date of the financial statements, and prepared in accordance with the Brazilian GAAP, in accordance with Federal Law 6,404 / 76 and Federal Law 11,638 / 07, their replacement by balance sheets or interim balance sheets.

13.10.7. Companies constituted after the closing of the last fiscal year must present, in substitution of the Balance Sheet and the Financial Statements, the Opening Balance.

13.10.8. Guarantee of the Proposal

13.11. DOCUMENTATION ON TAX AND LABOR REGULARITY

13.11.1. For the purpose of proving tax and labor regularity, the following documents must be presented by the individual BIDDER and, if applicable, by each member of the CONSORTIUM, including the leader:

- a) proof of registration in the National Registry of Legal Entities of the Ministry of Finance - CNPJ;
- b) proof of registration in the municipal taxpayer register relative to the BIDDER's domicile or seat;
- c) proof of registration in the register of state taxpayers relative to the domicile or seat of the BIDDER;
- d) proof of regularity with the National Treasury, by joint negative certificate of debts related to federal taxes and to the active debt of the Federal Government, issued by the Federal Revenue Service of Brazil and by the Attorney General of the National Treasury;
- e) proof of regularity with the State Treasury of the BIDDER's headquarters, by means of certificates issued regarding the debts registered in active debt;
- f) proof of regularity by means of a certificate of Personal Taxes, related to the Municipality of the bidder;
- g) proof of regular status with the Guarantee Fund for Length of Service - FGTS; and
- h) proof of non-existence of debts defaulted before the Labor Court, upon submission of the corresponding Negative Certificate of Labor Debt - CNDT.

13.11.2. Negative certificates or positive certificates with negative effect will be accepted as proof of tax and labor regularity.

13.11.3. The documents and certificates presented must be valid on the DATE OF DELIVERY OF PROPOSALS.

13.11.4. All documents that do not have a valid expiration date will be considered valid for 90 (ninety) days from the date of their respective dispatch.

13.12. Documentation relating to technical qualification:

13.12.1. For the purposes of the technical qualification, the following documents must be submitted by the individual BIDDER or, in the case of CONSORTIUM, by at least one of its members:

- a. Minimum experience of 10 years in the management of marinas that attend at least 250 boats in wet places, proven through documentation issued by a public or private entity competent for such;
- b. Minimum experience of 10 years in the administration of commercial areas with at least 1200 square meters, proven through documentation issued by a competent public or private entity;
- c. Have at your board or contracted: 01 (hum) civil engineer or 01 (hum) urbanist architect and 01 (hum) administrator. The proof of the bond will be given through the presentation of the work card, employee registration form or work contract, signed between both.
- d. Proof of technical capacity issued by a public or private legal entity, duly registered in CREA, CAU, or similar, certifying that the technical team has performed services of technical characteristics similar to those of the purpose of this tender.

13.12.2. Attestations issued in the name of SUBSIDIARY, PARENT COMPANY or entity (s) subject to the same CONTROL, or on behalf of the legal person (s) that assumes (m) the commitment to the BIDDER of contracting with the future SPE to carry out the services, whether national or foreign.

13.12.3. In the event of a use by a BIDDER of attestations issued in the name of CONTROLLING, PARENT COMPANY, or entity (s) subject to the same CONTROL, or on behalf of the subcontracted legal person (s), as the previous sub-item, a statement indicating such condition, accompanied by the respective organization chart of the economic group and respective corporate relationships, shall be carried out, effectively demonstrating the link between legal entities, or the commitment to contract with the future SPE, according to the model in the ANNEX I - MODELS AND DECLARATIONS.

13.12.4. In the case of foreign BIDDERS, the fulfillment of the qualifying requirements indicated in sub item 15.5.1 shall be provided by means of the presentation of equivalent documents, if any, observing, for all purposes, the provisions of sub items 11.19 and 11.20 of this NOTICE.

13.12.5. The certificate (s) must clearly and unequivocally present the required information

on the official letterhead of the person responsible for the attestation or in a certified copy, and must also contain at least the following information:

- a) activities to which it refers;
- b) place of the activities to which it refers, specifying the type of enterprise;
- c) characteristics of the activities to which it refers, including the number of users / average year of the equipment;
- d) percentage of the BIDDER's participation in the enterprise to which it refers, when applicable;
- e) Start and end dates of the activities and services;
- f) description of the activities carried out in the consortium by the BIDDER, when the certificate has been issued in the name of a consortium;
- g) name of the issuer; and
- h) name and identification of the signatory of the certificate, with updated information of their telephones and e-mail for contact, accompanied by documentation proving their status as representative of the issuer.

13.12.6. The BIDDER must present, in a clear and unambiguous way, the relevant data of the presented certificates, and also, in order to complement the required information, attach other relevant supporting documents.

13.12.7. The compliance of the certificates may be confirmed by means of the diligence of the SPECIAL BIDDING COMMITTEE to ascertain the technical qualification of the BIDDER, in accordance with this TENDER, and failure to comply with the bidding requirements shall imply the inability of the BIDDER, without prejudice to other applicable sanctions due to false information.

14. PROPOSAL GUARANTEE

15.1 BIDDERS must present PROPOSAL GUARANTEE in the amount of R \$ _____ for purposes of participation in the BID.

15.2 BIDDERS who do not submit the PROPOSAL GUARANTEE under the conditions set forth in this NOTICE will be disabled and will be prevented from proceeding with the BID.

15.3 For BIDDERS organized in CONSORTIUM, the PROPOSAL GUARANTEE must

be presented in the name of one or more CONSORTIUM PARTNERS or even of the leading consortium, and must indicate expressly the name of the CONSORTIUM and of all CONSORTIOS, regardless of the PROPOSAL GUARANTEE to have been provided by one or more consortium members, or only by the consortium leader.

15.4 THE PROPOSAL GUARANTEE may be presented in the following ways:

- a) deposit in cash, in national currency (Brazilian reais), deposited in a current account of the Municipality of Florianópolis, presenting the proof of deposit;
- b) Collateral in federal public debt securities, not recorded with clauses of finality and irrevocability, nor acquired compulsorily;
- c) insurance provided by a Brazilian or foreign insurance company authorized to operate in Brazil, with the presentation of SUSEP's current certificate of regularity, in accordance with the MINIMUM TERMS AND CONDITIONS OF INSURANCE
; or
- d) Bank, provided by a Brazilian or foreign financial institution authorized to operate in Brazil, with a credit rating on a national scale greater than or equal to "Aa2.br", "brAA-" or "A (bra)", as disclosed by the risk agencies *Moody's*, *Standard & Poor's* or *Fitch*, in favor of the GRANTING POWER.

15.5 In case the guarantee is provided in the form of cash collateral, the proof of provision of the PROPOSAL GUARANTEE in the form of cash deposit shall be issued by the competent area of the Municipal Finance Department; the BIDDER shall withdraw a document from the Municipal Finance Department, located at Rua Tenente Silveira, and, with this document, deposit the said guarantee.

15.6 In the event that the guarantee is provided in the form of collateral in federal public debt securities, the security deposit document must be dated and signed by the financial institution in which the securities to be offered as collateral are deposited, stating that:

- a) the said securities, clearly identified, will be secured in favor of the GRANTING POWER, as a guarantee of maintenance of the BIDDER'S COMMERCIAL PROPOSAL related to this NOTICE; and
- b) the CONTRACTING AUTHORITY may execute the bond under the conditions set forth in the TENDER.

15.6.1 The GUARANTEES OF PROPOSAL presented in the insurance-guarantee and bank guarantee modalities must be presented with their value expressed in national currency, containing the signature of the administrators of the issuer, with proof of the

respective powers of representation.

15.7 THE PROPOSAL GUARANTEE offered may not contain reservations or conditions that may raise doubts as to its feasibility.

15.8 In the case of PROPOSAL GUARANTEE provided by two or more insurance-guarantee, the policies must expressly register their complementarity.

15.9 For the PROPOSAL GUARANTEE presented in the form of collateral in federal public debt securities, the following securities will be admitted:

- a) Fixed Treasury;
- b) Selic Treasury.
- c) IPCA Treasury + with Semiannual Interest;
- d) IPCA Treasury;
- e) IGPM Treasury + with Semester Interest; and
- f) Prefixed Treasury with Semester Interest.

15.10 The cash deposit will be withheld for the period of release set forth in item 15.6.17 and the GUARANTEES OF PROPOSAL in the other modalities will only be accepted with a validity period of not less than 180 (one hundred and eighty) days from the DATE OF DELIVERY OF PROPOSALS, the provisions in the sub-items below regarding their renewal or replacement.

15.11 In cases where the validity of the PROPOSAL GUARANTEE expires prior to the publication of the CONTRACT, the maintenance of the conditions of authorization of the BIDDER shall be conditioned to the regular renewal of the respective PROPOSAL GUARANTEE or its replacement by one of the other modalities provided for in this NOTICE, at your own expense.

15.12 It is the responsibility of the BIDDER to promote the timely renewal of their PROPOSAL GUARANTEE, prior to the materialization of its expiration, and shall communicate such expedient to the SPECIAL BIDDING COMMITTEE.

15.13 In the case of renewal required after 180 (one hundred and eighty) days of its presentation, the PROPOSAL GUARANTEE will be adjusted by the variation of the CPI, or other index that replaces it, between the month of the DATE OF DELIVERY OF PROPOSALS and the month immediately prior to renewal.

15.14 The proof of constitution of the PROPOSAL GUARANTEE shall compose ENVELOPE 2, observing the provisions of this NOTICE.

15.15 The BIDDERS 'GUARANTEES OF PROPOSAL will be released within 30 (thirty)

days after:

- a) the signature of the CONTRACT, in the case of the BIDDER that won the contest;
- b) the ADJUDICATION, in the case of other bidders;
- c) the revocation or cancellation of the BID, for all bidders; or
- d) the expiration of the term referred to in sub item 15.6.12 when there is no renewal of the PROPOSAL GUARANTEE by the BIDDER.

15.16 THE SPECIAL BIDDING COMMITTEE will analyze the regularity and effectiveness of the GUARANTEES OF PROPOSALS presented, observing the provisions of this NOTICE.

15.17 The total or partial default of the obligations assumed by the BIDDERS resulting from their participation in the BID will cause the execution of the PROPOSAL GUARANTEE, upon prior notice of the BIDDER, without prejudice to the other penalties set forth in the TENDER or in the applicable legislation.

15.8 THE PROPOSAL GUARANTEE will also be responsible for the fines, penalties and indemnities due by the BIDDER to the GRANTING AUTHORITY during the BID, including in case of refusal to conclude the CONTRACT by the AWARDEE, not being excluded, in any case, its responsibility and obligation to reimburse any losses and damages that are not supported by the PROPOSAL GUARANTEE.

CHAPTER III – BIDDING PROCESSING

16. RECEIVING ENVELOPES

16.1. On the day, time and place established in this NOTICE, the SPECIAL BIDDING COMMITTEE will install the public session for the receipt of ENVELOPES 1 and 2, according to the following work order:

- a) The receipt of ENVELOPES 1 and 2 of each BIDDER;
- b) The accreditation of the representatives of each BIDDER, in the form of item 13 of this NOTICE;
- c) The entry by at least one of the members of the SPECIAL BIDDING COMMITTEE and by at least one of the accredited representatives of the BIDDERS, of ENVELOPES 2 presented, still sealed, and which will be under the responsibility of the SPECIAL BIDDING COMMITTEE;

- d) The opening of ENVELOPES 1 of each of the BIDDERS.

17. OPENING AND ANALYSIS OF ENVELOPE 1 - COMMERCIAL PROPOSAL

17.1. Once ENVELOPES 1 is open, their documents will be initialed by at least one of the members of the SPECIAL BIDDING COMMITTEE and by at least one of the accredited representatives of each of the BIDDERS present.

17.1.1. The SPECIAL BIDDING COMMITTEE shall analyze the related documents and decide on the COMMERCIAL PROPOSALS with the respective ranking order in the same session or suspend it, disseminating the result by means of publication in the Official Gazette of the Municipality of Florianópolis.

17.1.2. For the purpose of evaluating the BIDDERS COMMERCIAL PROPOSAL, the periods of execution of the granting work will be valid, and the BIDDER shall be classified first, considering all the corresponding requirements, to present the shortest granting time, never exceeding this limit.

17.1.3. The BIDDER shall be disqualified:

- a) that it does not submit the documents required for ENVELOPE 1 in accordance with the forms, guidelines, requirements and conditions established in this NOTICE and in its ANNEXES;
- b) whose documents are not signed by a person empowered to do so;
- c) whose COMMERCIAL PROPOSAL is not written in Portuguese;
- d) whose worksheets of COMMERCIAL PROPOSAL are not fully expressed in national currency;
- e) whose COMMERCIAL PROPOSAL presents price or advantage based on the COMMERCIAL PROPOSALS of the other BIDDERS; and
- f) whose PROPOSALS presented amendments, reservations or defects, or which omit any items required in this NOTICE or in the pertinent legislation.

17.1.4. The BIDDER will be ranked first, presenting the shortest granting time, as established in this NOTICE.

17.1.5. The other BIDDERS will be classified in descending order of the granting time

presented in their respective COMMERCIAL PROPOSALS.

17.1.6. In case of a tie related to the time of award, submitted by the bidders will be the Bidder who presents the shortest (in days) of delivery of the urban park. In the event of the tie remaining, the decision will be made by lot in accordance with Law No. 8.666 / 93.

17.1.7. The decision of the SPECIAL BIDDING COMMITTEE regarding the judgment of the COMMERCIAL PROPOSALS shall be appealed, in accordance with the TENDER.

17.1.8. If the BIDDERS express waiver of the right to appeal, or after the deadline for lodging appeals without demonstration, or, also appealing the appeals filed, the SPECIAL BIDDING COMMISSION shall proceed with the opening of ENVELOPE 2 of the BIDDER classified in first, appointing, as the case may be, a new public session date for this purpose.

17.1.9. The session (s) will be drawn up in detail, recording all the acts of the procedure and the relevant occurrences, which will be signed at the end by the Committee SPECIAL BIDDING PROCESS and by the accredited representatives of the BIDDERS present.

18. OPENING AND ANALYSIS OF ENVELOPE 2 - ENABLING DOCUMENTS

18.1. On the day, time and place previously designated, the SPECIAL BIDDING COMMITTEE and the BIDDERS wishing to attend shall be convened in public session for the opening of ENVELOPE 2 of the BIDDER best classified in the previous phase of the contest.

18.2. Once ENVELOPE 2 has been opened, the ENABLING DOCUMENTS, as well as the PROPOSAL GUARANTEE, will be initialed by at least one of the members of the SPECIAL BIDDING COMMITTEE and by at least one of the accredited representatives of each of the BIDDERS present who so wish.

18.3. THE SPECIAL BIDDING COMMITTEE shall analyze the ENABLING DOCUMENTS and shall disclose, if necessary at a later date, by publication in the Official Gazette of the Municipality of Florianópolis, the result of the analysis, with the reasons that justify its decision.

18.4. In case of need, the SPECIAL BIDDING COMMITTEE may initiate proceedings or request clarification on the information and data brought by the BIDDERS in the ENABLING DOCUMENTS, including to confirm, if necessary, the veracity of the documents and / or certificates presented.

18.5. Failure to comply with the requests made by the SPECIAL BIDDING COMMISSION pursuant to the previous sub item will lead to the disqualification of the BIDDER.

18.6 Only the BIDDER that fully satisfies the provisions of the ENABLING DOCUMENTS, the GUARANTEE OF THE PROPOSAL and the other requirements set forth in this NOTICE will be qualified.

18.7 Disqualification of any CONSORTIUM PARTNER shall result in the disqualification of the entire CONSORTIUM.

18.8 If the first classified BIDDER does not meet the requirements for qualification provided for in this NOTICE, the SPECIAL BIDDING COMMITTEE, in a public session to be duly appointed, will open ENVELOPE 2 of the BIDDER ranked second, and so on, repeating itself the procedures described in this item of the NOTICE.

18.9 The SPECIAL BIDDING COMMITTEE shall keep custody of the other envelopes submitted by the BIDDERS until the PUBLICATION DATE OF THE CONTRACT, which shall be withdrawn by the responsible parties within 30 (thirty) days of that event, under penalty of destruction.

19 ADMINISTRATIVE APPEAL

19.1 Pursuant to Article 109, I of Federal Law 8,666 / 93, BIDDERS may appeal the decision (s) on:

- a) the analysis and classification of the COMMERCIAL PROPOSAL;
- b) a) qualification or disqualification of the bidder;
- c) the application of the sanctions and penalties provided for in the NOTICE; and
- d) annulment or revocation of the bid;

19.2 The appeal must be filed within 05 (five) business days counted from the notification of the act, either during the public session or, as the case may be, after the publication of the decision in the Official Gazette of the Municipality of Florianópolis.

19.3 For any appeal, the deadline will start on the first business day following that of the respective summons, excluding the day of commencement and including the expiration date.

19.4 The appeal will be directed to the Municipal Secretary of Tourism, Technology and Economic Development, through the President of the SPECIAL BIDDING COMMITTEE, by protocol at Rua Conselheiro Mafra, 656, 3rd andar, Sala 301, observing the time between ___h and ___h, with the following identification:

ADMINISTRATIVE APPEAL

International Competition No. ____ / SMA / DSLC / 2019

[Bidders' Corporate Name or Consortium Name]

19.5 The appeal will be communicated to the other BIDDERS, who may file counter-claims within a period of 05 (five) business days, counting from the notice of the act, by protocol at Rua Conselheiro Mafra, 656, 3rd andar, Sala 301, observing the time between the ___h and the ____h.

19.6 The SPECIAL BIDDING COMMITTEE may reconsider its decision within five (5) business days from receipt of the appeal, or have it submitted to the higher authority, duly informed, for approval or rejection, also observed in this case, the term of 05 (five) business days.

19.7 The appeal must comply with the following requirements:

- a) be duly substantiated;
- b) be signed by a legal representative or prosecutor with sufficient powers; and
- c) be filed exclusively in writing, on the physical paper form, with the sheets duly initialed and signed by its subscriber, in the original, with the SPECIAL BIDDING COMMITTEE, at Rua Conselheiro Mafra, 656, 3rd andar, Sala 301, on working days, between the hours of ___h to _____h.

19.8 Appeals filed after the deadline and in a place other than the one indicated will not be known.

19.9 The submission of documents or information that should have been submitted in ENVELOPES 1 and 2 and whose omission has not been regularly supplied in the manner established in this NOTICE shall not be allowed.

19.10 The appeals against the decision-making acts indicated in sub item 19.1, points (a) and (b) shall have suspensive effect, and the competent authority may, on a reasoned basis and in the light of public interest, assign suspensory efficacy to other APPEAL.

19.11 The appeal decision will be published in the Official Gazette of the Municipality of Florianópolis.

19.12 The receipt of the appeal shall invalidate only the acts that cannot be exploited.

20 ADJUDICATION AND APPROVAL

20.1 The result of the BID shall be submitted by the SPECIAL BIDDING COMMITTEE to the competent authorities for approval.

20.2 The GRANTING AUTHORITY shall award the purpose of the BID, after homologation, and shall call, by publication in the Official Gazette of the Municipality of Florianópolis, the TENDERER for signing the CONTRACT, within a period of up to 60 (sixty) days as of the date of said publication.

20.3 The term provided for in the previous sub item may be extended for up to another 60 (sixty) to the request of the TENDERER and provided that duly justified reason. The extension by determination of the GRANTING POWER is also allowed.

20.4 Leaving the TENDERER to sign the CONTRACT within the period set, or not complying with any of the conditions precedent to the signing of the CONTRACT, under the terms of this NOTICE, may the GRANTOR, without prejudice to the application of administrative sanctions and the execution of the PROPOSAL GUARANTEE, to summon the remaining BIDDERS in their classification order, which shall prove, for the purposes of the ADJUDICATION, the existence or constitution of a PROPOSAL GUARANTEE, in accordance with this NOTICE.

20.5 In the event of the previous sub item and due to supervening facts, the GRANTING POWER may revoke the bid, by means of a duly justified decision.

21 ADMINISTRATIVE SANCTIONS

21.1 The refusal of the TENDERER to sign the CONTRACT within the term established by the GRANTOR, or failure to comply with the conditions precedent to the signing of the CONTRACT in the terms and deadlines set forth in this NOTICE, will allow the application of the following sanctions:

- a) a fine of up to five million Brazilian reais (BRL R \$ 5,000,000.00), which may be executed through retention of the GUARANTEE OF THE PROPOSAL;
- b) temporary suspension of participating in bidding and impediment to contract with the Administration for a period of 24 (twenty-four) months; and
- c) IV - declaration of inability to bid or contract with the Government for as long as the reasons for the punishment continue or until rehabilitation is promoted before the authority that applied the penalty, which will be granted whenever the contractor reimburses the Administration for the resulting damages and after the expiration of the term of the sanction

applied based on the previous section.

21.2 The penalty provided for in sub-item "a" above may be applied cumulatively with one of the other penalties listed in the same sub-item, based on the seriousness of the violation and the parameters of reasonableness and proportionality to be observed in each case, ensured the ample defense and the contradictory to the TENDERER within a period of 05 (five) business days as of the notification of the act, and 10 (ten) days, for the hypothesis of application of the declaration of innocence.

21.3 The sanction of suspension of participating in bidding and contracting with the Administration and the sanction of declaration of innocence may also be applied to those who make false declarations or commit tax fraud and to those who do not maintain their COMMERCIAL PROPOSAL.

21.4 A BIDDER who has committed illicit acts in order to frustrate the purposes of the bid or prove that he or she does not have the ability to contract with the GRANTING POWER because of unlawful acts performed shall be subject to the application of the sanctions set forth in article 87 of Federal Law 8,666 / 93, without prejudice to the execution of the PROPOSAL GUARANTEE, with support in article 88 of Federal Law 8,666 / 93, guaranteeing the prior right to the adversary and the ample defense.

CHAPTER III – CONTRACT PROVISIONS

22. CONDITIONS WHICH PRECEDENT THE SIGNATURE OF THE CONTRACT

22.1 For the signature of the CONTRACT, the TENDERER shall constitute a SPECIFIC PURPOSE COMPANY, under the terms of this NOTICE and the CONTRACT.

22.2 The TENDERER shall submit to the GRANTING AUTHORITY the documents proving to have constituted the SPE and paying the minimum amount of the share capital in accordance with the CONTRACT, submitting the corresponding certificate issued by the CONTRACTOR, within five (5) business days prior to the date of execution of the CONTRACT, by the Commercial Registry of the State of Santa Catarina and the registration in the National Registry of Legal Entities (CNPJ), as well as the shareholding and management structure of the SPE.

22.3 In the event that the TENDERER, or the ADJUSTABLE CONSORTIUM company, is a company or foreign company, it must, within the same period stipulated in the previous sub-item, demonstrate that it has authorization for operation in the country or equivalent, and registration or authorization for operation issued by the competent body, when his activity so requires.

22.4 Within 5 business days, the AWARDEE must prove to the GRANTING POWER:

- a) who provided the GUARANTEE FOR THE PERFORMANCE OF THE CONTRACT;
- b) which has no pending issues with the Municipality;
- c) that the CONTRACTOR has the fiscal and labor regularity documents required in this NOTICE, duly updated at the time of hiring; and

22.5 Within 30 (thirty) days of the DATE OF THE START ORDER, the CONCESSIONAIRE shall also submit to the GRANTING POWER the plans set forth in the CADERNO DE ENCARGOS DE CONCESSIONÁRIA, CONTRACT.

22.5.1 The presentation of the plans described in the previous sub-item aims to demonstrate the strategy to be followed by the TENDERER in the fulfillment of the obligations under the CONTRACT.

22.5.2 The GRANTING Power shall rule on the adequacy of the plans referred to in the previous sub items within 15 (fifteen) days of receiving them, without prejudice to the interaction with the AWARDEE during its development.

22.5.3 During the period of analysis, the GRANTING POWER is also entitled to convene meetings for eventual clarifications and specific adjustments to said plans.

22.5.4 The GROUNDER's non-acceptability as to the plan (s) presented should be substantiated, indicating the items that require suitability, and for this purpose, additional time should be allowed to the TENDERER to make the corresponding adjustments, in a period never exceeding 15 (fifteen) days.

22.6 The omission of the TENDERER regarding the deadlines defined in this item, or failure to make the adjustments indicated in the previous sub-item, shall authorize the GRANTOR to call the BIDDER second in the contest, and so on, in accordance with the systematics of article 64, § 2, of Federal Law no. 8.666 / 93, or the revocation of the BID, without prejudice to the application of penalties corresponding to the TENDERER.

22.7 The documents mentioned in the previous sub items must be presented in copies or in the original, with validity in force at the date of presentation.

22.8 Once all the previous conditions have been fulfilled, the CONTRACT will be signed and the publication of its extract in the Official Gazette of the Municipality of Florianópolis, from which the GRANTING POWER may issue the START ORDERICLE

23 CONTRACT

23.1 The CONTRACT shall comply with the terms of the minutes attached to this

NOTICE.

23.2 3.5 The applicable Brazilian law will be that in force on the date of the acts or facts that may occur.

24 CONCESSIONAIRE

24.1 The CONCESSIONAIRE shall be an SPE, constituted as a joint-stock company, under the terms of Brazilian laws, with the purpose of exploring the PURPOSE and shall also be headquartered in the Municipality of Florianópolis.

24.2 The social status of the CONCESSIONAIRE must include a clause that changes its corporate purpose without prior and express written consent of the GRANTING POWER.

24.3 The fiscal year of the CONCESSIONAIRE and the financial year of the CONTRACT will coincide with the calendar year.

24.4 The SPE shall comply with corporate governance standards and adopt accounting and standardized financial statements, as per regulation, in accordance with the accounting practices adopted in Brazil, based on Brazilian Corporate Law (Federal Law 6404/76 and subsequent amendments), on rules and regulations of the Brazilian Securities and Exchange Commission and Accounting Standards issued by the Federal Accounting Council.

24.5 The CONCESSIONAIRE will be bound, throughout the CONCESSION TERM, to the provisions in the CONTRACT, in the NOTICE, in the documentation presented by it, especially the COMMERCIAL PROPOSAL, and the respective contractual documents, as well as the municipal, state and federal laws.

CHAPTER IV - FINAL PROVISIONS

25 FINAL PROVISIONS

25.1 BIDDERS interested must be fully aware of the elements contained in this NOTICE, as well as all general and peculiar conditions of the PURPOSE to be contracted, and may not invoke any lack of knowledge as an impediment to the formulation of their proposal or to the perfect performance of the CONTRACT.

25.2 BIDDERS are responsible for the accuracy of the information and documents

presented at any stage of this BID.

25.3 The granting authority may revoke or annul this tender in accordance with article 49 of Federal Law No. 8,666, of June 21, 1993.

25.4 The BIDDER shall bear all costs related to the preparation and presentation of its documentation and COMMERCIAL PROPOSAL, and the GRANTOR shall not be liable in any event for such costs, whatever the procedures followed in the BID or the results thereof.

25.5 The deadlines established in days, in this NOTICE and its ANNEXES, will be counted in consecutive days, unless it is expressly made reference to working days, excluding the first day and include the last one.

25.6 Except as otherwise provided, the GRANTING COMPANY's business days only start and expire, the initial term and the end of which expire on the first business day thereafter, in cases where the date of commencement or maturity of the term coincides with a day when there is no file.

25.7 The missing cases will be resolved by the SPECIAL BIDDING COMMITTEE, which shall interpret the rules set forth in this NOTICE and base its decisions in accordance with current regulations and the principles governing Public Administration.

Florianópolis / SC, ____ of 2019.

Reference Term

1. INTRODUCTION

This Term of Reference is a complementary part of the Common Concession Notice for the implementation, operation, management and maintenance of the Urban and Marine Park in the Municipality of Florianópolis.

2. LOCATION AND DESCRIPTION OF THE AREA

The area indicated for the execution of the Urban Park and Marina is located at Avenida Rubens de Arruda Ramos – Beira Mar Norte, bairro Centro, in Florianópolis, between coordinates 27 ° 35'10.27 "S and 48 ° 33'13.31" W, corresponding to the area where today is the Praça de Portugal, extending to the Praça do Sesquicentenário. In the direction of the sea it enters by about 315 meters, with average depths ranging from 1.5 to 4 meters.

3. CONCESSION AREA

The concession area is detailed in the Concession Area Plan attached to this Term of Reference.

4. PURPOSE

The purpose of this bid is the Common Concession of public space for the Implementation of Park and Marina in Avenida Beira Mar Norte, which will require the preparation of researches and projects, execution of works and management of public, private and commercial areas.

5. RATIONALE

The first descriptions about the Island of Santa Catarina, where a large part of the Municipality of Florianópolis is located, came from navigators who for a long time used it as a base in their expeditions to the south of the continent. Its strategic importance as point of mooring and supply caused the foundation of a town, that later became Village, Capitania and finally Municipality. For centuries the main economic activity of the city was based on its relation with the sea and especially with the navigation. Navigation for several reasons: by expeditions, for fishing, as an exporter of the products of the interior of the State, as a link between the parishes of the interior of the Island and with the mainland.

With the passing of the years and the occupation of this border the economic activities and the relationship of the People from Florianópolis with the sea extended to other leisure activities, of cultural and social, that were being incorporated to the uses in the region. Several factors have contributed to the transformation of the relationship and the use of the sea in the city, but certainly the expansion and improvement of the city's infrastructure has definitively removed it from nautical activities. The construction of the Hercílio Luz Bridge in

1926 led to the intensification of road transport to the detriment of the sea. With the landfills of the south bay and the North Sea shore several water-front warehouse and moorings were cut and the road system built on the landfill ended distancing the Center from the sea. Concurrently, the port was losing its economic role and other ports of the state with better conditions of draft finally overcame it.

Florianópolis has more than 250 linear kilometers of waterfront and in many localities the city ended up putting itself with its back towards the sea. The rescue of this border is preponderant for the development of the city as already indicated by several researches and projects, as for example the II Workshop of Urban Design of Florianópolis, of 2007, that gathered around 120 people, among architects, students and civil society to propose the resumption of uses of the border, which resulted in the document "*Floripa de Frente pro Mar - Resale of the Orla*".

The current Master Plan, Complementary Law 482/2014, addresses the issue at various times, indicating the construction of water-front warehouse, leisure and tourist areas as preferential vocations of areas adjoining the sea, one of its guidelines, provided for in article 10, VIII, 'revitalization and re-qualification of the maritime and lacustrine borders of the Municipality, guaranteeing and facilitating in these the free access of the public, unlocking and implementing roads, valuing tourism and leisure activities, implementing nautical infrastructure, encouraging maritime transport and supporting artisanal fisheries and aquaculture'. The Policy for Recovery of Bays and Strengthening of the Use of the Sea, which is present in the plan, is aimed at enhancing the use of bays for environmental, fishery, aquaculture, water sport and seaside purposes, and maritime transport between the Island of Santa Catarina and the Continent'.

Researches such as the Nautical planning plan-PON, carried out by the Floripamanhã organization, while highlighting the potential of the municipality for Nautical development, indicate the lack of support structures for this purpose in the central region. The PON, when evidencing the characteristics of the so-called west coast for the installation of nautical ventures, emphasizes its physical condition as the main attribute. The coastline in this region is largely derived from human interventions with landfills and rolls, setting up a site with less potential to suffer environmental impacts and conflicts.

The area indicated for the location of the Urban Park and Marina, besides having good conditions for the installation of nautical equipment, is in the center of one of the most used leisure areas in the city, the bike path and the promenade of Avenida Beira Mar Norte. Set up as a linear park, it now offers few leisure facilities. In addition to the aforementioned, there are kiosks, places of contemplation, pier, gym equipment and sand blocks; however, it is primarily treated as a transit point. For the large public it attends daily, it is justified to create a wider area for the provision of a greater variety of sports and leisure activities.

The implementation of the project in this place will serve the area of greater population density of the city and will be complemented with the uses already consolidated in the region, composed of commercial, educational, hotel, service and gastronomy establishments. A place with easy navigational and terrestrial access is next to the new urban mobility system to be implanted soon in the city: the exclusive public transport corridors, BRT - *Bus Rapid Transit*, and can become a multimodal transshipment point.

Thus, the city will benefit from the implementation of an urban park and the qualification of nautical tourism options, economic development and employment generation, derived from

the new business implemented and, above all, the possibility of intensifying the use of the sea.

6. EVALUATION CRITERIA

6.1. JUDGMENT AND REMUNERATION CRITERION

The bidding for the choice of the Concessionaire will be by the modality public competition, of the type MINOR TIME OF OUTORGA, considering for analysis effect, the amount of years.

A bidder will be considered the winner, offering the shortest granting time for the implementation and operation of the purpose contained in the Invitation to Bid.

In the case of a tiebreaker, the following criteria will be used in order of presentation as follows:

- 1- Lower term (in days) of delivery of the Urban Park;
- 2- In the event of a tie, that is, in cases where bidders have the same concession period and the same delivery time as the URBAN AND MARINA PARK, a lottery will be made.

6.2. GRANT

The Concession will have a maximum term of up to 30 (thirty) years, WITHOUT VALIDATION OF AMOUNT TO THE MUNICIPALITY.

6.3. COMMERCIAL PROPOSAL

The Bidder's Business Proposal must contain the maximum concession period, observing the limit of 30 (thirty) years, in addition to the other information and declarations required in this TR and in the public notice.

The Envelope of the Commercial Proposal must be delivered in a single way, containing all the documents required in the Invitation to Bid, remaining properly sealed and identified with a label to be affixed as follows:

The Commercial Proposal Envelope must contain only the following documents:

Commercial Proposal, according to the attached model, in which the Bidder declares its grant period and other tie-breaking criteria.

No offers or advantages not provided for in this NOTICE will be taken into account, nor any advantages based on the offers of the other BIDDERS.

The Bidder's Business Proposal shall remain valid and, as such, bind the Bidder for a period

of 180 (one hundred and eighty) days counted from the date of the public session to receive the Bid Documents.

The presentation of PROPOSAL with grant value will imply in its disqualification.

Together with the commercial proposal should be presented Technical and Economic Feasibility Research minimally composed of the items provided in the annex PREMISSAS FOR THE RESEARCH OF FINANCIAL ECONOMIC VIABILITY.

If for reasons of force majeure, the ADJUDICATION cannot take place within the validity period of the proposal and if the interest of the Granting Authority persists, it may request the extension of the validity of the proposal for the same period.

6.4. PARTICIPATION CONDITION

All the national or international companies interested in the field of activity relevant to the subject of the contract, which fulfill the conditions of this instrument and its annexes, may participate in this Competition.

In order to participate in the Competition, companies must submit a BANK DEPOSIT in the amount of 70% of the value of the investment for the implementation of the enterprise, as well as proof of the contracting of the following insurance:

- Secure compliance of the work in the total value of the investment of implantation of the enterprise; and
- D & O insurance for the administrators and executives of the enterprise.

In addition, the Bidder must have a minimum capital of BRL R \$ 20,000,000.00 (twenty million Brazilian reais). In the case of joint ventures, the sum of all the social capital of the consortium participants shall be admitted.

6.4.1. PARTICIPATION OF MICRO-ENTERPRISES AND SMALL BUSINESSES

Microenterprises and small businesses that wish to participate in this event by taking advantage of the benefits granted by Complementary Law n. 123/2006, shall comply with the provisions of the following sub items;

The condition of microenterprise and small business, for the purpose of the differential treatment provided for in Complementary Law 123/2006, must be proven by submitting the following documentation:

- Simplified certificate issued by the Commercial Board of the bidder's headquarters where it is established as a Small Business or Microenterprise. Simple societies that do not register their acts in the Commercial Board, must present a certificate of Civil Registry of Legal Entities attesting their framing in the hypotheses of article 3 of Complementary Law 123/2006. The certificate must be current, that is, of the current year;
- Statement of framing in accordance with article 3 of Supplementary Law 123/2006, stating further that they do not fit in any hypothesis of paragraph 4 of article 3 of said law, according to the model of Annex III, of this Notice;
- Documents for the purpose of proving the condition of microenterprise and small business must be presented outside the envelopes, at the accreditation of the participating companies.

The participation of:

- Companies declared unfit by public act, companies that are temporarily prevented from bidding, contracting and transacting with the public administration or any of its decentralized organs (Article 87, III and IV of Law 8666/93);
- Companies of which they are owners, controllers or directors, public servant of the active or employee of public company or mixed economy society;
- Companies in bankruptcy, in a concordance process, in judicial or extrajudicial recovery;
- Companies whose corporate purpose is not relevant and compatible with the purpose of the bid.
- Companies prohibited from contracting with the Public Power, under the terms of article 72, § 8, V of Law No. 9,605 / 98;
- Companies prohibited from contracting with the Public Power under the terms of article 12 of Law 8,429 / 92;
- Any interested parties included in the fences provided for in article 9 of Law 8,666 / 93.
- Failure to comply with any condition of participation will lead to the disqualification of the bidder.

Participation in this tender entails the full acceptance of the conditions expressed in this Bidding Document and its annexes.

6.4.2. ASSOCIATED COMPANIES PARTICIPATION IN CONSORTIUM OR SPECIFIC PURPOSE (SPE)

The participation, in this bidding, of associated companies in a consortium or a Specific Purpose Entity (SPE), subject to the following requirements:

- Commitment to set up the Consortium / SPE: proof of commitment to consortium / SPE must be presented, by public or private instrument, which includes, in its own clauses:
 - Composition of the Consortium / SPE, limited to 70% (seventy percent) and the company with the lowest participation at 30% (thirty percent).
 - purpose of the consortium;
 - Indication of the leading company of the Consortium / SPE;
 - Commitments and obligations of consortium members / SPE, including that each of them will be individually and severally liable for their obligations to be contracted with the consortium / SPE;
 - The express commitment of joint responsibility of the consortia/SPE, by the Acts practiced under the Consortium/SPE, in relation to the bidding and subsequently to the eventual contract;
 - Commitment that the consortium / SPE will not have its composition or constitution altered or, in any way, modified, without previous consent of the Municipality of Florianópolis, until the definitive receipt of the services that will be hired;
 - Commitments and obligations of each individual consortium or SPE, in relation to the purpose of this bid;

- Duration of the consortium / SPE for a period of at least 06 (six) months superior to the end of the Concession;
- The companies participating in the consortium / SPE shall undertake to submit, before the signature of the contract, possibly arising from the bidding, the consortium / SPE duly constituted, with its own CNPJ and registered with the competent Commercial Board, pursuant to articles 278 and 279 of the Law nº 6.404 / 76.

Indication of the individual who will legally represent the consortium / SPE to the Employer.

General Provisions for the Consortium / SPE:

- In the case of consortium / SPE participation, the folders / envelopes will be presented on behalf of the consortium / SPE;
- Each consortium bidder / SPE must meet the conditions of authorization, except for:
 - To prove shareholders' equity, the sum of the values of each consortium / SPE, in proportion to their respective participation, which must be at least 30% (thirty percent).
 - The technical qualification for bidders formed by consortium / SPE may be submitted through Technical Certificates with their respective CAT's, in addition to the companies that are members of the bidding consortium / SPE, as well as their technical managers. Thus, for the activity, whose experience must be proven, or for the quantity associated with any of these activities, the proof of the experience of the bidder will be evidenced by the set of Attestations and CATs presented by the consortium / SPE companies, which in isolation or jointly attend the technical experiences required in this Notice.

The declarations required in the item - COMPLEMENTARY DOCUMENTATION must be signed and initialed by the legal representative of the consortium / SPE.

The consortium / SPE Company will be prevented from participating in another consortium / SPE or from competing alone in this tender.

It is forbidden for any person, physical or legal, to represent more than one bidder in this tender.

Each bidder will submit a single proposal in accordance with the requirements of this notice.

The bidder shall fully bear all costs of preparing and submitting its bid, regardless of the outcome of the bidding procedure.

6.5. TECHNICAL QUALIFICATION

The Applicant Company or consortium must present supporting documentation regarding the following requirements:

- a. Minimum experience of 10 years in the management of marinas that attend at least 200 (two hundred) boats in wet places, proven through documentation issued by a public or private entity competent for such;
- b. Minimum 10 years' experience in the administration of commercial areas with at least 1,200 square meters, proven through documentation issued by a public or private entity competent to do so;

c. Have at your board or contracted: 01 (one) civil engineer or 01 (one) urbanist architect and 01 (one) administrator. The proof of the bond will be given through the presentation of the work card, employee registration form or work contract, signed between both.

d. Proof of technical capacity issued by a public or private legal entity, duly registered in CREA, CAU, or similar, certifying that the technical team has performed services of technical characteristics similar to those of the purpose of this tender.

6.6. CONCESSION START

The CONCESSION TERM will be considered as of the date of the issuance of the Authorization of Works by the Florianópolis City Hall from the presentation of the licensing documentation authorizing the execution by the Concessionaire.

7. AVAILABLE RESEARCHES

This Term of Reference was based on the following winning works of the Procedure of Manifestation of Interest - PMI 001/2015, which are:

Product 1: Simplified environmental diagnosis;

Product 2: Territoriality research;

Product 3: Simplified Impact Research;

Product 5: Preliminary Architectural and Urbanistic Research;

Works 1, 2 and 3 will serve as input for the preparation of the researches necessary for the implementation of the project as EIA-RIMA and EIV, as well as already indicating necessary actions that must be foreseen and equated in the details of the projects and implementation and maintenance costs.

Product 5, Preliminary Architectural and Urbanistic Research, should be the basis of the subsequent projects: architectural and urban planning projects, complementary projects and architectural, urbanistic and landscape executive project, as detailed in item 8 - Elaboration of the Projects of this TR.

The researches that support PMI are also available:

- Technical Report of the Geophysical, Bathymetric and Geotechnical Survey (Jet-Probe) carried out in the North Bay of Santa Catarina Island - Marina Beira-Mar, prepared by the Commercial and Industrial Association of Florianópolis - ACIF;
- Nautical Ordering Plan - PON, carried out by the organization FloripAmanhã, which bases the choice of the place presented, as well as, presents a diagnosis on the nautical theme.

8. CONCESSIONAIRE RESPONSIBILITIES

It is the responsibility of the Concessionaire:

1. The perfect execution of the necessary civil works to build the infrastructure purpose of this TR, according to the Expected in the Executive Project and Complementary Projects;
2. The contracting, elaboration and management of all the projects necessary for the perfect execution of the works;
3. Provide and cover all the costs of the projects, approvals, licensing and researches necessary for the execution of the works and for the maintenance of the Park and Marina, in compliance with the provisions of this TR, in the edict and its annexes;
4. Restate the companies that won the PML in accordance with the amounts set forth in item 7.2.8 of this NOTICE;
5. Provide and pay for the integrality of the costs of all materials and labor necessary for the execution of the works and for the maintenance of the Park and Marina, in compliance with the provisions of this TR, in the edict and its annexes.
6. Maintain the necessary services for the full functioning of the structure of the Park, Marina and other equipment present in the concession area.
7. Encourage economic and commercial activities seeking the implementation of leisure, sports, and culture, tourism and entertainment practices, creating vitality for the region and boosting the spaces.

The activities and works must be carried out in accordance with the General Schedule presented by the Concessionaire to the Grantor, and the Grantor may require the Concessionaire to submit plans for the recovery of eventual delays in the execution of the works.

The activities under the responsibility of the concessionaire should follow the procedures indicated below:

8.1. PRELIMINARY ACTIVITIES

8.1.1. ACTIVITY PLANNING AND SCHEDULE

Aiming at the full development of the activities, the Concessionaire must prepare the detailed planning of all the actions necessary for the implementation of the project, which is constituted by a General Schedule of Activities. This schedule should contain the stages of the projects and works until the beginning of the operation of the project; present monthly granularity, execution percentages and define final and intermediate deadlines for each activity contained therein.

At this stage, a specialized technical team must be hired, qualified and recognized for the preparation of the researches and projects required for the Urban Park and Marina Beira Mar.

Documents to be submitted for the approval of the Concessionaire:

- Report containing the Implementation Plan of the Urban Park and Marina Beira Mar;
- General Schedule of Activities.

8.1.2. SOCIAL COMMUNICATION PROGRAM

The Social Communication Program - PCS, Urban Park and Marina Beira Mar should be one of the first actions foreseen in the Implementation Plan of the project and its execution

should provide for continuous actions during all phases of the project. The purposes of the PCS are:

- Prepare the project information and dissemination plan;
- Keep the target public informed about the procedures and schedule for the implementation of the project;
- Disclose information about interference in the daily life of the population;
- Prepare explanatory material (folders, pamphlets, newsletters) in order to keep the public informed about the project;
- Disseminate the Environmental, Heritage Education, and other programs produced by the enterprise;
- Provide information to communities about changes planned in the daily life of the leisure area and road system, such as heavy vehicle traffic;
- Promote actions to publicize the supply of jobs;
- Keep updated the press agencies regarding the implementation of the enterprise.

The target audience of PCS will be mainly those that use the area of direct influence of the enterprise, that is, users of the leisure area, residents of the region, fishermen, local merchants, and users of the section in question of Avenida Beira Mar Norte, among others. They should also be the focus of actions of the PCS sympathetic to the activities to be provided by the project and the population in general.

Document to be submitted for approval by the Concessionaire:

- Report containing the PCS.

8.1.3. RESEARCHES AND SURVEYS

The field surveys are composed of the information necessary for the preparation of the projects for the implementation of the enterprise, as well as to meet the requests and determinations of the official bodies, and must be executed in order to provide all the necessary subsidies for this.

8.1.4. PROJECT MANAGEMENT

The Urban and Architectural Projects of the Park and Marina Beira Mar shall use as a basis the Preliminary Urban and Architectural Research chosen through the PMI, part of this Notice and Term of Reference.

8.1.4.1. PROJECT DEVELOPMENT METHODOLOGY

The subsequent stages of the project phase should respect the premises established in the Preliminary Research, as well as its conceptual design. These should also consider the PMI researches related to the environmental, urban and territorial issues, evaluating their results and incorporating the necessary solutions and costs for the compensatory measures and mitigating the impacts of the implementation of the project, as well as others evaluated by the Concessionaire.

The drafting of the architectural and urban planning preliminary draft should be included among the first actions planned by the Concessionaire in order to allow, following approval by the Technical Group - GT, the elaboration of the complementary projects that should be constituted of the topics that prove necessary from the development.

Finally, the stage of the executive project should cover the most varied themes according to the needs of the project to be implemented and anticipate the changes indicated in the Environmental Impact Research - EIA, Neighborhood Impact Research - EIV, as well as other binding indicative ones similar researches.

The Concessionaire may propose to the Grantor, modifications of the projects or specifications for the execution of the works, in order to improve the technical adequacy of the concession purposes, respecting, in any case, the requirements and guidelines set forth in the PMI preliminary researches and researches, and particularly in this Term of Reference.

The development of the projects will be accompanied by a Technical Group formed by designated Municipal Public Servants, as provided in item 9 of this TR.

8.1.4.2. PROJECT DEVELOPMENT GUIDELINES

The detailing of the Urban Park and Marina Beira Mar Project should follow the general and urban guidelines mentioned below, which are in line with the criteria adopted in the PMI, namely:

- **General Guideline:** It is hoped that the Urban Park with Marina, to be implanted in the Avenida Beira Mar Norte, will bring the expansion and qualification of the public spaces now installed and that allow the implantation of new uses and attractiveness to the region mainly in what concerns to nautical uses, seeking to give conditions to the appropriation of these spaces by the community.

- **Guidelines for implementation of the Urban and Marine Park:**
 - Create new living, leisure, and contemplation areas that complement existing uses;
 - Ensure the Park's effective integration with the city by providing sufficient connections for pedestrians and cyclists;
 - Guarantee the maintenance of the landscape and value it, seeking the minimal obstruction of the visuals from the land to the sea and praising it as the protagonist of the park;
 - Provide for the Park's connection with other urban facilities in the area, such as Praça Esteves Júnior and Praça dos Namorados, creating a system of public spaces in the region;
 - Encourage and support the activity of Traditional Fishermen;
 - Provide the connection to the surrounding beaches, as well as their qualification;
 - Ensure universal accessibility to spaces created, respecting safety, operational and risk restriction aspects;
 - Consider the area of the Park suitable for holding public events;
 - Ensure the recovery, balance and maintenance of environmental quality;

- Look for harmonious solutions with the Park's own uses for existing mandatory equipment such as the sewage lift station;
- Integrate the project with the promenade and bike path on the avenue;
- Prioritize the use of native species in landscaping;
- Making the project with the public transport system Bus Rapid Transit (BRT) that will be deployed on Avenida Beira Mar Norte;
- Predict connections to future Bus Rapid Transit (BRT) stations;
- Consider the usual and / or traditional nautical and sports activities in the area and provide space or support equipment if applicable;
- To seek the clear integration of the urban design of the Park with the Marina;
- Considering the offer of services in the area of gastronomy, among others, in the surrounding area, seeking only to complement them with similar establishments proposed, strengthening local entrepreneurs;
- Insert the project harmoniously into the local landscape, positively impacting its surroundings;
- Adopt sustainable solutions in the construction aspects, types of materials used, solutions that reduce consumption and generation of energy, reuse of wastewater and rainwater, and adoption of all available and economically viable technologies to make the enterprise a model under the preservation of the environment.
- Consider aesthetic creativity as a design precept;
- Seek the development of innovative solutions in the area of technology, processes, business models, as well as other related to the Park and Marina;
- Design a nautical support structure with the purpose of mooring motor boats or not, with a maximum of 120 feet in wet waves, the type vessel being foreseen in PMI researches;
- Maintain to the maximum the public character of the spaces making private only the places that need restricted access;
- Disregard the existence of onshore space for on-site boat maintenance uses;
- To propose, preferably, structure in recyclable or inert materials and with constructive techniques that guarantee its final quality in order to make it constructive, urbanistic and sustainability reference in the nautical area;
- Use as a precept of the project the modularity that allows the expansion or creation of differentiated spaces within a same structure for boats of different sizes and draft;
- Provide floating structure of all part of connection with the insular space and to support the vessels of the marina;
- To guarantee the minimum criteria for obtaining an environmental certificate with a focus on nautical structures issued by an internationally recognized body, providing conditions for this certificate to be maintained during the operation of the Navy, such as the Blue Flag certificate;
- To design so that the materials, methods and operation are complying with the norms and recommendations adopted internationally;
- To consider in the project and its implementation the minimization of environmental and socioeconomic impacts;

- To adopt premises for efficient use of energy, efficient use of water, use of sustainable materials, adequate treatment of construction waste, sewage treatment, composting of organic waste, selective collection of garbage, management and transport of arboreal specimens, among other measures and policies that are necessary and advisable to the good use of the natural appeal and the maintenance of the equipment;
- Provide a minimum percentage of 10% of wet places for public use;
- To aim the order of the waterway traffic and the safety of the navigation both in the route of the access channel and surroundings of the marina.

8.1.4.3. MATERIAL DESCRIPTIVE MEMORIAL

The materials and techniques used in the construction of the project must comply with the one indicated in the Preliminary Research annexed to the notice. Any changes or new additions due to lack of detailed forecast in the mentioned documents should be adequate to the Purposes of the concession, respecting the requirements and guidelines foreseen and to be approved by the WG.

8.1.4.4. ALTERNATIVES TO THE PROJECT PRESENTED

Based on the analysis of the preliminary research of the PMI, the Florianópolis City Hall indicates the following changes that should be contemplated in the future stages of project development, without prejudice to other proposals that may be made in the course of future work:

- Minimum width of the public dock: 10 meters wide;
- Minimum bridge width: 5 m wide;
- Maximum area of GLA (commercial): up to 3 thousand m² - excepting parking;
- Minimum vacancies for motor vehicles in subsoil: 200 vacancies, of which 80% for automobiles;
- Equating the service of catamarans and transatlantic sailboats;
- Provide infrastructural space for artisanal fishing at the pier;
- Provide drinking water pump;
- Review location of wet spots inside the marina, predicting the best use of the water mirror;
- Present effective solutions for integration between park and city;
- Predict the rebound of the remarkable points of the urban mesh, especially the Praça Esteves Junior, in the design of the Park;
- Access and use of the public ramp must be administered by the marina;
 - Review distribution of the courts: 1 multi-sports court and 1 of beach tennis;
- Raise the position of the treatment center (review need according to PGRS);
- Provide return bays or stops on the bicycle lane;
- Redraw the shared path of the sea square with a maximum width of 5m;
- Observe if the number of boxes of the marina attends the number of wet spots;

- Ensure that the access road to the parking space provides space for accumulation vacancies;
- Provide the internal path of the park with at least 5 m and sheaths for embarkation / disembarkation, taxis, buses, loading and unloading;
- Take out the tour bus parking;
- Detail the procedure of using the boat ramp and its parking, avoiding conflicts with the bike path and promenade;
- Insert large strip crossing the seaside in front of Rua Esteves Júnior, the region's walking axle;
- Foresee crossings in other relevant points such as the Praça dos Namorados, Gama Deça and Arno Hoeschel;
- Consider the dimensions necessary for the axis of circulation where in the future will be the transshipment between maritime transport and other modes;
- Implantation of pedestrian crossings along the level bicycle path, providing for the safety and comfort of passers-by;
- To predict the transition area between the existing tour and cycle path and the space created by the Marina Park, inducing the accessibility of pedestrians and cyclists to the interior of the park, as well as stimulating the sports hikers to the seaside; Include beach memory space from outside;
- Provide inclusive urban furniture;
- Provide locker Salas accessible to the park user.
- Separate rowing along the breakwater and demarcation with buoys and lanterns and space for rower's access (floating);
- To propose the best design and model of the breakwater to reduce the reflection and increase the absorption of the wave to the row of rowing in the external area of the Marina;
- Support the process with the Navy to make the line official;
- Use the Praça D'água for rowing lessons for beginners and propose space to store some boats from the school.

The following proposals should also be considered:

- Evaluate the floating bar execution;
- Evaluate the execution of floating supply with double protection hoses, being 4 pumps: 1 of gasoline and 3 of diesel.

8.1.4.5. ACTIVITY MIX DEFINITION

The Concessionaire shall provide a research that addresses the prior planning of the activities that will comprise the commercial and service mix within the concession area, based on the needs of the users of the project and the surrounding region, i.e. the Mix Plan, or *Tenant Mix*.

The Mix Plan should seek the best distribution of the establishments through diversity, complexity, attractiveness and organization, indicating cohesive, complementary, distinct, harmonic and balanced activities in order to constitute an attractive, competitive and profitable mix.

It is recommended the following activities to compose the Mix Plan of the concession area:

- Restaurant
- --- Ice Cream Shop
- Cafeteria
- Garden Center
- Book store
- Coffee Shop
- House of juices;
- Newsstand;
- Box office for maritime transport;
- Tourist Information (space PMF);
- Shop for sale and rental of Nautical Equipment;
- Convenient store
- Automatic boxes;
- Tour operators;
- Gifts, souvenirs and *souvenirs*;
- Nautical and Sailing School;
- Laundry
- Gas station for boats;
- Square Food for *food trucks*.

8.1.4.6. SOLID WASTE

The Beira Mar Park and Marina project should generate a large quantity and diversity of solid waste and following the National Solid Waste Policy, the Waste Management Plans should be prepared for the following phases:

- Construction Execution (Civil Construction Waste Management Plan - PGRCC) and
- Operation of the project (Solid Waste Management Plan - PGRS).

The Concessionaire shall be responsible for drawing up the said plans, which shall include the legislation in force as well as the technical standards and for each type of waste.

8.1.4.7. LICENSING

The Concessionaire will be responsible for the preparation of the researches, monitoring and information for the licensing stage of the projects with the competent bodies and, therefore, must carry out all the researches and procedures requested, bearing all costs and fees.

8.1.4.7.1. URBAN LICENSE AND BUILDING

Provide the documents and plants requested by the competent bodies for the architecture and urban planning projects (Municipal Department of Urban Development - SMDU) as well

as for their complementary (CASAN, CELESC, Sanitary Surveillance, Fire Department, among others).

Due to the nature of the project, it will be necessary to prepare a Neighborhood Impact Research, whose specific Reference Form, prepared by the Urban Planning Institute of Florianópolis (IPUF), is attached to the Invitation to Bid. The licensing procedure may determine compensatory measures and mitigation of the impacts of the undertaking under the responsibility of the Concessionaire, which are preliminarily suggested in the PMI researches: Product 2 - Territoriality Research and Product 3 - Simplified Impact Research, parts of this term of reference.

8.1.4.7.2. ENVIRONMENTAL LICENSING

The project is part of the activity 'Tourist and leisure complexes', foreseen in Council Resolution 03/08. The attached EIA / RIMA Reference Term is approved by the IMA - Environment Institute of Santa Catarina, in this document the researches and surveys to be carried out for the Environmental Impact Research are planned. The licensing procedure may determine the analysis of the responsible bodies for the Environmental Protection Units, as well as the National Historical and Artistic Heritage Institute (IPHAN), as well as compensatory measures and mitigation of the impacts of the undertaking under the responsibility of the Concessionaire, which are suggested preliminarily in PMI researches: Product 1 - Environmental Diagnosis and Product 2 - Territoriality research, parts of this term of reference.

8.1.4.7.3. LICENSING WITH BRAZILIAN NAVY

Provide the required documentation Chapter 1, item 0108 - *Ports or Port Facilities, Quays, Piers, Jetties, Water-front warehouse, Marinas or Similar* to NORMAN 11 / DPC of the Navy of Brazil, or standardization that has replaced it.

8.1.4.7.4. OPERATING LICENSE

Prepare the necessary documents for the operation of all trades and services included in the enterprise for the purposes of obtaining the following permits, as well as other necessary documents:

- Permit Fire Department;
- Permit Health Surveillance;
- Traffic License and Seal of Inspection;
- Business License

8.1.4.8. DISCLAIMER

The concessionaire will be exempt from the execution phase, purpose of this concession, in case of denial of the licenses mentioned in item 8.1.4.7 or any other licensing that will be imperative to the execution, without reimbursement of expenses from environmental licensing, or any other expenses incurred until this stage of the concession.

8.1.5. COSTS

8.1.5.1. COST OF THE WORK AND PROJECTS OF PMI

The estimated values for the execution of the work are indicated in the budget made from the preliminary research, attached to this TR. This document has a reference value to this competition, and the Concessionaire company must evaluate all the costs for the execution of the project, researches, plans, licenses and compensations, being its total responsibility the correct forecast of the appeal necessary for the implementation and maintenance of the development.

The concessionaire company shall reimburse the winning researches of PMI - Procedure of Manifestation of Interest No. 001/2015 that based this bidding document of common concession up to 180 days after the issuance of the Authorization of Works Term, being:

Product	Company	Value (BRL R\$)
Product 1: Simplified Environmental Diagnosis;	AJX & KAROLYNE SOARES	122,149.44
Product 2: Territoriality Research;	AJX & KAROLYNE SOARES	134,149.44
Output 3: Simplified Impact Research;	AJX & KAROLYNE SOARES	134,149.44
Product 4: Legal Aspects	AJX & KAROLYNE SOARES	135,600.00
Product 5: Preliminary Architectural and Urbanistic Research;	ARK7 ARQUITETURA	855,892.03
Product 6: Feasibility Research Economic / Financial	ARK7 ARQUITETURA	32,244.00
TOTAL		1.414.184,35

8.1.5.2. GRANT COSTS

The Concessionaire shall be responsible for paying the Onerous Concession of the Assignment of Use of the commercially exploited areas in the areas of plus navy according to the value stipulated by the Secretariat of the Patrimony of the Union (SPU) in decree

404/12, as well as complying with the procedures subsequent to the contracting this regulation.

8.1.6. WORKS

The works for the implementation of the Urban Park and Marina Beira Mar should occur in a way that does not detract from the following current uses of the area, creating, if necessary, locational alternatives to the equipment:

- Sidewalk;
- Bike paths;
- Stretching areas;
- Outdoor gymnasiums;
- Business;
- Tourist attractions;
- Sand blocks;
- Handicraft Fair.

Security of use and access to such equipment shall be guaranteed, as well as the minimum loss to users of the spaces mentioned.

All procedures should seek to minimize the interference in the daily life of the user communities and residents of the area of direct influence of the enterprise. Particular attention should be paid to signaling works, the necessary isolation, standards of conduct for employees, the movement of machinery and materials, and the installation of safety devices. The determination of working hours at the construction site, with start and end times of activities, should consider the schedules for the movement of heavy vehicles and the scheduling of the execution of the services, in order to reduce the contribution of vehicles during work schedules. peak and to alleviate the annoyance caused by the emission of noise.

8.1.6.1. WORK STAGES

The Concessionaire will start the works after the issuance of the Authorization of Works by the PMF beginning with the Preliminary Services, Rockfill, Dredging, Landfill, finishing the first stage with the construction of the Reinforced Concrete Structures. Later it is suggested that the internal road system and access to the parking lot and the new bike path and pavement are built foreseen in the Urban Park project. Already the terraced areas will be able to receive planting of trampling vegetation, after compacting, allowing its use.

After the above steps, it is recommended that the works of the park follow in order to complete all the structures, buildings, equipment, landscaping and urban furniture of the proposed plazas with the following priority:

1. Central plaza;
2. Praça D'água e
3. Praça do Mar.

The completed leisure, service and entertainment areas may be partially delivered as long as they do not hinder the development of the remaining work, as well as endanger or cause discomfort to its users.

8.1.6.2. WORK DEADLINES

The works of the Urban Park with all the equipment and buildings foreseen must be completed in up to 3 (three) years, after the issuance of the Authorization Term of Works, and may be extended for an equal period with the approval of the grantor.

The implementation of the Park and Buildings should proportionally accompany the implementation of the wet vacancies of the Marina, that is, the proportion of vacancies installed in relation to those planned should correspond to the level of implementation of the Urbanization and Landscaping and Constructions items of the Complex of the Park as well as the public wet waves.

8.1.6.3. CONCLUSION OF THE WORK

The completion of the work and the beginning of the operation will be done by the issuance of the Partial Term of Acceptance of Works (Provisional or Definitive), in the case of staged delivery, or the Final Acceptance Term of Works, after 6 (six) total of the enterprise.

At the end of the work, the Concessionaire shall have removed all the construction site equipment, equipment, temporary constructions, debris and material debris, in order to present the used areas totally clean.

8.1.7. OPERATIONAL GUIDELINES

Once the construction of the Park and Marina, partially or totally, and with possession of all the licenses and permits necessary for the use of the equipment, the operation of the Park and Marina, under the terms of the contract, may be started.

The responsibility for the full operation of the Park and Marina will be of the Concessionaire, bearing all the costs and expenses necessary to maintain its activities.

The Concessionaire and its subcontractors shall be solely and exclusively responsible for the employment contracts of their respective employees and for compliance with all labor, tax and social security obligations, including those arising from accidents, indemnities, fines, insurance, public health norms and labor regulations.

The Concessionaire shall manage the public and private spaces of the concession area in accordance with the rules established in this Term of Reference, as well as the establishment of other regulations to be constructed in agreement with the Municipal Government, if necessary. The approved regulations must have publicity both in the space of the park and in other means of communication.

8.1.7.1. PRIVATE AREAS MANAGEMENT

Concession areas are understood to be private spaces whose access is not open to the general public, which may be of collective or private use, depending on their character, use

and administration. These spaces are basically restricted to tradable spaces within the concession area, but also include administrative and operational areas.

It will be incumbent upon the concessionaire to manage these areas, being exclusively responsible for the full use of the spaces, its best financial operation, besides the definition of the types of activities, operating hours, operating norms, as well as the assignment of use of the areas to third parties within the limits of the licensing acts. As a precept it is necessary to consider the services offered as services of public interest.

The Marina Park project in its preliminary research stage defines the following private spaces for commercial use:

Space	Area (m ²)	Quantity
Convenience Store	205.00	1
Marina's Cafe	300.00	1
Marina Restaurant	580.00	1
Restaurant	750.00	1
Nautical and Sailing School and Shed	265.00 + 280.00	1
Kiosks	30.00	4
Commercial Rooms	50.00	6
Commercial Rooms	25.00	8
Total store area	3.000,00 m ²	
Garage for 200 places	17,000.00	1
Petrol-Gasoline Station	20.00	1
Private Marina Dárcena	179,000.00	1
Total Private Area	200.000,00 m ²	

There are also areas of private use for operational purposes the following spaces: Central of Solid Waste; Administration and operational areas of the Marina such as locker Salas, sailors' and boxes, among others.

The definition, location and dimensions of these areas may be reviewed in the later stages of the project, as provided in this TR.

8.1.7.1.1. NAUTICAL AREA

The Marina Nautical area consists of both the Private Marina's water mirror as well as the access channel and the administrative and operational areas necessary for its operation. In addition to the guarding of vessels, the concessionaire will define and be responsible for the nautical services offered in the Private Marina, as well as the provision of wet spots to be offered. Maintenance services of vessels or engines in water or other land area should not be allowed, and cleaning services should provide for solutions that seek environmental sustainability.

The concessionaire will be responsible for the surveillance and custody of the vessels and for providing all the necessary infrastructure for the proper functioning of the vessels, always requiring its users to comply with nautical and sanitary standards and documentation, among others.

8.1.7.2. PUBLIC AREAS MANAGEMENT

The preliminary research, considered as a reference for the concession of the area, provided for the implantation of a wide area of public use, including spaces for recreation, sports and contemplation. In addition to these destinations, there is a forecast of the destination of areas for specific and restricted uses such as the area destined to events, the Public Marina, the public ramp for boats, among others.

8.1.7.2.1. AREA INTENDED FOR EVENTS

The Marina Park project provides areas for public and private events located in Praça do Mar, Praça Central and Praça D'Água. The character of the events to be performed in these spaces should follow the guidelines below:

- Praça do Mar (10,000m²): public and private events covered (temporary structures) and discovered
- Central Square (5,200m²): public and private events discovered
- Praça D'Água (5.000m²): only public events.

The Concessionaire will be responsible for the calendar of events of the space planned in Praça do Mar, where it will have available 50% of the possible annual days available, considering in the agenda the dates of traditional events of the city, such as New Year's Eve. It shall work in partnership with the Grantor to ensure the governance of the space and the activities developed in it.

The City Hall will be responsible for scheduling the planned activities in the areas of Praça Central and Praça D'Água.

Operational costs arising from events held in spaces for events such as water, electricity, cleaning and maintenance must be sized by the concessionaire and required by the applicants for the spaces, except for the actions organized by the Grantor.

8.1.7.2.2. PUBLIC MARINA

The vacancies planned for the Public Marina of the Marina Beira Mar Park will be exclusively destined for public institutions, artisanal fishermen duly accredited and for shipments and landings, in addition to emergency assistance of sailor in transit.

The availability of vacancies will occur in the same proportion of the creation of private vacancies and should meet the following proportions:

- Public institutions
- Craft fishermen: 55%
- Sailors in transit and embarkation and disembarkation: 15%

The management of the Public Marina area will be done by the concessionaire in accordance with pre-established rules with the Grantor.

8.1.7.2.3. PUBLIC WHARF

The Public Wharf is primarily intended for the embarkation and disembarkation of passengers from the nautical transport system and at the time of the future concession of this Municipal service there must be an agreement between the concessionary of the Marina Park, responsible for the management of the space and the future concessionaire for the definition of criteria of use of the mill.

The preliminary research of the Marina Park envisages in this space the implementation of a Gas Station for boats and other uses may be defined in common agreement between the Concessionaire and the Grantor.

8.1.7.2.4. PUBLIC RAMP

The public ramp will be destined to the entrance and exit of boats in the sea and will be of free public access, being prohibited the parking of vehicles, trailers or boats in their adjacent areas, being restricted to the embarkation and disembarkation of the equipment.

8.1.7.3. MAINTENANCE FEES

The Concessionaire will be responsible for the cleaning, maintenance and conservation of the entire concession area.

8.1.7.3.1. CLEANING

Prior to the start of the operation, the Concessionaire shall prepare and submit to the Grantor a Cleaning Plan that covers each of the Park and Marina areas, and the Concessionaire may propose adjustments and recommendations to the Concessionaire. In events in public areas scheduled by the PMF or under its authorization, the cleaning of the spaces will be the responsibility of the Concessionaire, which will be reimbursed by the costs, with the exception of the PMF that will carry out the cleaning through COMCAP.

8.1.7.3.2. PREVENTIVE MAINTENANCE

The Concessionaire shall prepare a Preventive Maintenance Plan, to be updated and reported to the Grantor annually, comprehensive of all equipment and facilities of the Park and Marina, which includes the periodic maintenance process, with the purpose of preserving the assets and to avoid malfunction.

The Concessionaire shall maintain the infrastructure of the Park and Marina in full working condition for the duration of the contract. All equipment, structures and buildings must have maintenance plans in accordance with the manufacturers' recommendations, all contained in the Preventive Maintenance Plan.

It is the duty of the Concessionaire to obtain and keep up to date the technical reports of specialized companies that attest to the good conditions of use and conservation of equipment, structures and buildings, and make them available to the Grantor whenever requested, and especially when the assets are reversed in the hypotheses termination of the Concession.

Maintenance services should be performed by properly trained professionals.

8.1.7.3.3. CORRECTIVE MAINTENANCE

An Action Plan for the Correction of Failures should be prepared and updated annually to prevent the normal operation of the facilities or equipment and cause unforeseen interruptions or operation at levels below the expected quality, which should be submitted to the Grantee's science.

The Concessionaire shall maintain a maintenance and maintenance call control system that minimally allows for the recording of faults, location and situation, with: opening date, completion date, description of the call, provided solution and related cost (if any).

The Concessionaire shall carry out the operational and environmental monitoring of the facilities, keeping a record of all changes and emergency or routine maintenance interventions performed, reporting any alteration of the original systems to the Grantor.

The Concessionaire shall keep the inventory and registration of the assets linked to the concession permanently updated, ensuring its integrity.

The Concessionaire shall maintain, during the CONCESSION TERM, an adequate stock of spare parts, estimating annual forecasts for its use.

The Operation Plan of the Park and Marina, forwarded to the Grantor prior to the beginning of the operation, should contain an emergency plan that will describe the procedures minimally:

(a) to be followed in case of emergencies or abnormal conditions which endanger the health or safety of persons or which could lead to serious environmental damage or serious breach of legislation;

b) to be followed to ensure the restoration of the operation after such potential incidents.

The Plan of Operation shall be updated annually.

9. FOLLOW-UP AND INSPECTION

9.1. IMPLANTATION AND PLANNING PHASE

For the evaluation, follow-up and receipt of the products, works and works specified in this Term of Reference, the Technical Group for Follow-up of the Implementation of the Urban Park and Marina Beira Mar will be constituted through a decree of the Municipal Mayor, composed of the following PMF bodies:

- Municipal Secretariat of Infrastructure;
- Institute of Urban Planning of Florianópolis - IPUF;
- Floram;
- Municipal Secretariat of Planning and Urban Development;
- Municipal Secretariat of Tourism, Technology and Economic Development;
- Municipal Secretary of Administration
- Municipal Secretariat of Mobility and Urban Transport.

Formal meetings will be held previously marked by the WG, through meetings between the members of the team to evaluate the Products and between them and the contractor to verify the development of the work, necessary adjustments and acceptance of the products.

The Products purpose of this Term of Reference will be received by the WG upon acceptance of the desired Purposes, which will be evaluated in order to verify if the defined Purposes have been reached and if all the planned activities were successfully carried out. In addition to these aspects, the products will also be evaluated as to the content, satisfying the fulfillment of the Purposes.

After the completion of the licensing stage of the work, the technical group will be responsible for issuing the Work Authorization Term, which will be the document that will formalize the start of the construction phase of the project. And at the end of the work, being a stage, or the whole project will be issued the Term of Acceptance of Works.

The Grantor, through the WG, will monitor the implementation of the milestones set forth in the General Schedule, safeguarding the right to inspect and request clarifications from the Concessionaire whenever he / she understands that the deadlines set forth in the Schedule may be breached or, the quality of construction is not within the required standards, especially in relation to its adequacy with the TR, without prejudice to the possible application of sanctions provided for in the Contract.

9.2. OPERATIONAL PHASE

For the Operation phase will be created Technical Group (GT) Manager of the Contract composed of servers of the PMF through a decree of the Municipal Mayor, for monitoring and inspection of the concession contract of the Urban Park and Marina Beira Mar by decree of the Municipal Mayor, composed of by the following MFF bodies:

- Municipal Secretary of Administration
- Special Secretariat of Public Services;
- Floram;

- Municipal Secretariat of Planning and Urban Development Institute of Urban Planning of Florianópolis - IPUF
 - Municipal Secretary of Culture, Sports and Youth;
 - Municipal Secretariat of Tourism, Technology and Economic Development.
- This group may, if it is deemed necessary, call other institutions for specific participations.

INTERNATIONAL COMPETITION N ° ____ / SMA / DSLC / 2018

CONCESSION FOR IMPLANTATION, OPERATION, MANAGEMENT AND
MAINTENANCE OF THE URBAN AND MARINE PARK IN THE MUNICIPALITY OF
FLORIANÓPOLIS.

CONTRACT MINUTE

PREAMBLE

MINUTES OF

CONTRACT

INTERNATIONAL COMPETITION N ° _____ / SMA / DSLC / 2019

Bu this instrument:

The Municipality of Florianópolis, domiciled at _____ Street, CNPJ n. _____, represented by the Municipal Secretary of _____, bearer of the Identity Card no. _____, registered with the CPF / MF under No. _____, residing in _____, herein called GRANTING POWER; and

The company _____, with headquarters in _____, registered with the CNPJ / MF under No. _____, represented by its president [name and qualification], holder of the Identity Card No. _____, enrolled with the CPF / MF under No. _____, resident in _____, in this act called CONCESSIONAIRE;

GRANTING AND CONCESSIONAIRE POWER, hereinafter collectively referred to as "PARTIES" and individually, as "PART",

RESOLVE to conclude the present CONCESSION contract, including the implementation, operation, management and maintenance of the urban and marine park in the city of Florianópolis, in accordance with the provisions of the International Competition Law no. ___ / SMA / DSLC / 2019, Municipal Law no. Federal Law no. 8,074 / 1995, Federal Law No. 9,074 / 1995, Federal Law 8,666 / 1993, and other rules governing the matter, subject to the clauses and conditions set forth in this instrument, transcribed below .

CHAPTER I - GENERAL PROVISIONS

CLAUSE 1 DEFINITIONS

1.1. For the purposes of this AGREEMENT and its ANNEXES or any other document that must be provided under this AGREEMENT, the terms listed below, when used in the singular or plural, in block capitals, shall have the meanings set forth in this sub clause:

- a) ABNT: Brazilian Standards Developing Organization;
- b) TENDERER: participant of the BID to which the PURPOSE was awarded;
- c) SUPPORTING AGENT: legal entity to be contracted by the CONCESSIONAIRE, to support the process of benchmarking performance indicators, in accordance with the CONTRACT and current legislation.
- d) ANNEXES: documents accompanying this CONTRACT;
- e) CONCESSION AREA: area to be granted for the execution of the PURPOSE OF THE CONCESSION, according to ANNEX III - PROJECT AREA DESCRIPTION, of the NOTICE;
- f) ATTRACTIONS: free areas, non-permanent installations and buildings of the URBAN AND MARINE PARK, being those existing before the CONCESSION or new ones, destined to recreation, leisure, culture, education, sport and entertainment of its users, according to the terms of ANNEX III – PROJECT AREA DESCRIPTION, of the NOTICE;
- g) REVERSIBLE GOODS: goods indispensable to the continuity of services related to the PURPOSE, which will be reverted to the GRANTING POWER to the termination of this AGREEMENT;
- h) GOODS LINKED TO THE CONCESSION: assets, whether or not belonging to the CONCESSIONAIRE's assets, necessary for the proper and continuous implementation and execution of the PURPOSE;
- i) PATHWAYS: hiking trails, streets, *cooper*, bicycle paths, sidewalks, water-front warehouse and other routes destined to the movement of USERS in the URBAN AND MARINE PARK;
- j) CASE FORTUITO AND FOREVER MAJEURE: unforeseeable and unavoidable

events that result in a veracity that is excessive for any of the PARTIES, or unequivocally prevent the continuation of the CONCESSION. 14.2 Fortuitous event is any situation arising from situation falling outside the will of the PARTIES, however coming from human acts. FORCE MAJEURE

any situation arising in fact alien to the will of the PARTIES, however, arising from acts of nature;

k) **CONCESSION:** concession for the achievement of the PURPOSE, granted to the CONCESSIONAIRE for the term and conditions set forth in this AGREEMENT;

l) **CONCESSIONAIRE:** Specific Purpose Company, constituted in accordance with the provisions of this AGREEMENT and under the Brazilian laws, for the exclusive purpose of executing the PURPOSE;

m) **CONTRACT:** this legal instrument, signed between the PARTIES, which regulates the terms of the CONCESSION;

n) **CONTROLLED:** any company, investment fund or legal entity whose CONTROL is exercised by another person, physical or legal, or investment fund;

o) **PARENT COMPANY:** any person, natural or legal, or investment fund that exercises CONTROL over another legal entity or investment fund;

p) **CONTROL:** the power held by a person or group of persons bound by a voting agreement or under common control, individually or jointly: (i) to exercise, permanently, rights that ensure a majority of the votes in the resolutions and elect the majority of the managers or managers of another legal entity, investment fund or supplementary pension entities, as the case may be; and / or (ii) effectively direct the activities and guide the operation of organs of another legal entity, investment fund or supplementary pension entity;

q) **START ORDER DATE:** date from which the execution of the PURPOSE will begin, according to the order to be recorded in writing by the GRANTING AUTHORITY to the CONCESSIONAIRE, after the CONTRACT statement is published in the Official Gazette of the Municipality of Florianópolis;

r) **DATE OF PUBLICATION OF CONTRACT:** date of publication of the extract of this CONTRACT in the Official Gazette of the Municipality of Florianópolis;

s) **NOTICE:** Notice No. _____ / SMA / DSLC / 2019 and its annexes;

- t) **NON-GRANTED EQUIPMENT:** the equipment of the Marina area that are not part of the CONCESSION, that is, _____, in accordance with the ANNEX III - DESCRIPTIVE MEMORY OF THE AREA;
- u) **PERFORMANCE FACTOR or FDE:** number calculated between 0 (zero) and 1 (one) depending on the performance of the CONCESSIONAIRE in the execution of the PURPOSE, measured according to the performance indicators in ANNEX V - CONTRACT PERFORMANCE MEASUREMENT SYSTEM;
- v) **FGTS:** Guarantee Fund for Time of Service, established by Federal Law 5.107, of September 13, 1966;
- w) **FINANCING:** any financial institution, development bank or multilateral credit agency, which grants financing to the CONCESSIONAIRE for the execution of the PURPOSE;
- x) **FINANCING:** any and all loans, possibly granted to the CONCESSIONAIRE, in the form of debt, to fulfill its obligations under this AGREEMENT;
- y) **REVENUE SOURCES:** revenue sources, including alternatives, complementary, accessory or associated projects, perceived by the CONCESSIONAIRE because of the exploitation of the PURPOSE;
- aa) **CONTRACT EXECUTION GUARANTEE:** the guarantee of the faithful fulfillment of the obligations of the CONCESSIONAIRE, to be maintained in favor of the GRANTING POWER;
- bb) **INDICATOR OF PERFORMANCE or ID:** set of goals, quality standards, measurement methods and periodicity to evaluate the quality of the services provided by the CONCESSIONAIRE, as provided in this AGREEMENT, in particular in its ANNEX V - PERFORMANCE MEASUREMENT SYSTEM;
- cc) **INMETRO:** National Institute of Metrology, Quality and Technology, created by Federal Law 5,966, of December 11, 1973;
- dd) **INSS:** National Institute of Social Security (INSS) ee) **REGULATORY INSTRUMENT:** Instrument concluded between the PARTIES, with the purpose of establishing and detailing contractual regulation issues;
- ff) **CPI:** Consumer Price Index, published monthly by FIPE - Foundation for Economic Research Foundation;
- gg) **IPCA:** Extended Consumer Price Index, determined by the Brazilian Institute of Geography - IBGE;

hh) BIDDING: International Competition No. 001 / SMA / DSLC / 2018;

ii) URBAN FURNITURE: elements such as furniture, purposes and equipment that can occupy the public space of the area with different purposes; jj) PURPOSE: provision of management, operation and maintenance services for the URBAN AND MARINE PARK, as well as the execution of engineering works and services;

kk) STARTING ORDER: document issued by the GRANTING AUTHORITY after the CONTRACTUAL DATE OF PUBLICATION, which sets the date for the beginning of the PURPOSE of this AGREEMENT;

ll) PARTIES: the GRANTING POWER and the CONCESSIONAIRE;

mm) CONCESSION TRANSITION PERIOD: is the period of three (3) months counted from the DATE OF THE ORDER OF INITIATION, in which the CONCESSIONAIRE will develop the OPERATIONAL TRANSFER PLAN for the URBAN AND MARINE PARK, according to the terms of ANNEX III -DA DEALDEALERSHIP;) OPERATIONAL PLANS: plans containing the obligatory and optional services and activities performed in the PARK to execute the PURPOSE OF THE CONCESSION, according to the REFERENCE TERM;

oo) GRANTING POWER: Municipality of Florianópolis;

qq) COMMERCIAL PROPOSAL: financial proposal presented by the TENDERER under the terms and conditions of the NOTICE and its ANNEXES;

rr) USER SERVICES: the services provided for the convenience of USERS in the URBAN AND MARINE PARK, such as food and beverage services, parking lots, among others, under the terms of this AGREEMENT;

ss) MANDATORY SERVICES: obligatory activities to be developed by the CONCESSIONAIRE, according to the CONTRACT and its ANNEXES, in particular the TERM OF REFERENCE;

tt) SOCIETY OF SPECIFIC PURPOSE or SPE: Specific Purpose Company that will be constituted by the TENDERER, in accordance with the laws of the Federative Republic of Brazil, for the exclusive execution of the PURPOSE;

(uu) SUSEP: Superintendence of Private Insurance, a federal agency created by Decree-Law No. 73 of November 21, 1966; and

vv) USERS: the visitors of the URBAN PARK AND MARINA.

CLAUSE 2 CONTRACT DOCUMENTS

2.1 The following APPENDICES are part of this AGREEMENT, as inseparable parts:

- a) Reference Terms
- b) CONTRACT MINUTE
- c) CONCESSION AREA PLANT;
- d) PREMISES FOR RESEARCH OF ECONOMIC FINANCIAL VIABILITY;
- e) RESEARCHES OBTAINED IN PMI;
 - o SIMPLIFIED ENVIRONMENTAL DIAGNOSIS ;
 - o TERRITORIALITY RESEARCH ;
 - o SIMPLIFIED IMPACT RESEARCH;
 - o ARCHITECTURAL AND URBANISTIC PRELIMINARY RESEARCH;
- f) TECHNICAL REPORT OF THE GEOPHYSICAL, GEOMETRIC AND GEOTECHNICAL SURVEY (JET-PROBE) DONE IN THE NORTH BAY OF THE ISLAND OF SANTA CATARINA - MARINA BEIRA-MAR.

CLAUSE 3 APPLICABLE LAW AND THE LEGAL REGIME OF THE CONTRACT

3.1. CONCESSION is subject to the provisions of this AGREEMENT and its ANNEXES, to the laws in force in Brazil - with express waiver of the application of any other - and to the precepts of public law, and the principles of the general theory of contracts and provisions of private law.

3.2. THE CONCESSION shall be governed by:

- a) Federal Constitution of 1988;
- b) Federal Law No. 8.987, of February 13, 1995;
- c) Federal Law 9,074 of July 7, 1995;
- d) Federal Law 8.666, of June 21, 1993.
- e) Federal Law 9.307, of September 23, 1996.
- f) Municipal Law 10,437 / 2018;

g) by other relevant legal standards, techniques and normative instructions.

3.3. In this AGREEMENT and in its ANNEXES, references to the standards applicable in Brazil shall also be understood as references to the legislation that replaces, complements or modifies them.

CLAUSE 4 INTERPRETATION

4.1. In interpreting, integrating or applying any provision of this agreement, contractual clauses should be considered, and then the provisions of the annexes which they consider to be integrated, as indicated in clause 2.

4.2. 4.1.1 In cases of conflict between the provisions of the AGREEMENT and the APPENDICES that are part of it, the provisions of the AGREEMENT shall prevail.

4.3. In cases of divergence between ANNEXES subsequently added to the CONTRACT, the most recent date will prevail.

4.4. references to the Agreement or to any other document shall include any amendments and additions that may be made between the Parties.

CHAPTER II - PURPOSE, CONCESSION AREA, TERM AND TRANSFER OF THE CONCESSION

CLAUSE 5 PURPOSE

5.1. The purpose of this bid is the Common Concession of public space for the Implementation of Park and Marina in Avenida Beira Mar Norte, which will require the preparation of researches and projects, execution of works and management of public, private and commercial areas.

5.2. The equipment not granted, according to the plant attached to the TERM OF REFERENCE, are not part of the PURPOSE OF THE CONCESSION.

5.3. The characteristics and technical specifications regarding the execution of the PURPOSE are indicated in this AGREEMENT and in its respective ANNEXES.

5.4. Without prejudice to the provisions of this AGREEMENT and its ANNEXES, the execution of the PURPOSE shall comply with the rules, standards and other procedures contained in the applicable legislation.

CLAUSE 6 CONCESSION AREA ASSIGNMENT

6.1. THE CONCESSION AREA will be assumed by the CONCESSIONAIRE after the DATE OF THE ORDER OF INITIATION.

6.2. The Assumption of the CONCESSION AREA will be assumed by the Concessionaire, as of the date of issuance of the Authorization of Works by the Florianópolis City Hall.

6.3. The execution of the PURPOSE of this CONTRACT shall comply with the limits of the CONCESSION AREA.

6.4. The PARTIES shall execute the Provisional Term of Acceptance of the Goods, containing the state of conservation, operation and technical specifications of the assets granted, within thirty (30) days after the Authorization of Works by the Municipality of Florianópolis. Acceptance of the Goods to be signed within ninety (90) days counted from the DATE OF THE ORDER OF INITIATION.

CLAUSE 7 TERM

7.1. The term of this CONTRACT may be up to 30 (thirty) years, counted from the DATE OF THE ORDER OF INITIATION, not allowed extension, except for the effect of economic and financial rebalancing of the CONCESSION.

7.2. The CONCESSIONAIRE may, at its discretion, anticipate the obligations set forth in the schedule contained in the IMPLEMENTATION PLAN, fully assuming the risks and burdens of such anticipation.

CLAUSE 8 CONCESSION TRANSFER

8.1. Throughout the term of validity, the transfer of the CONCESSION may only occur upon prior consent of the GRANTING POWER, subject to the conditions set forth in this AGREEMENT, and provided that the execution of the PURPOSE is not jeopardized.

8.2. The transfer of the CONCESSION can only be authorized after issuance of the Definitive Agreement of Acceptance of Works relative to the end of the PLAN OF IMPLANTATION, under the terms of the sub clause 12.4, and by proving the regular fulfillment of the obligations assumed by the CONCESSIONAIRE.

8.3. 7.3 For the purpose of obtaining approval for transfer of ADMINISTRATIVE CONCESSION, the interested party shall:

- a) meet the requirements of technical capacity, financial suitability and legal, fiscal and labor legal regularity necessary for the assumption of the PURPOSE;
- b) b) provide and maintain the necessary guarantees, as applicable; and
- c) c) undertake to comply with all provisions of this AGREEMENT.

8.4. 7.2 The total or partial transfer of the ADMINISTRATIVE CONCESSION, without prior authorization from the GOVERNMENT, shall result in the immediate caducity of the ADMINISTRATIVE CONCESSION.

8.5. 10.5.3 The GOVERNMENT shall review the application within 30 (thirty) days, extendable for an equal period, if necessary, and may, at its discretion, request clarification and additional documents to the CONCESSIONAIRE and FINANCER(IERS), summon the controlling shareholders of the CONCESSIONAIRE and promote any action it deems appropriate.

8.6. 10.5.4 The authorization for the transfer of control of the CONCESSIONAIRE, if granted by the GOVERNMENT, shall be formalized in writing, stating the conditions and requirements for its realization.

CHAPTER III - CONCESSIONAIRE

CLAUSE 9 PURPOSE AND CAPITAL STOCK

9.1. The CONCESSIONAIRE, structured as a joint stock company under the terms of Federal Law 6,404, dated December 15, 1976, shall indicate in its bylaws, as an exclusive purpose, the exploration of the PURPOSE, its corporate composition being that presented in the BID and constant of its corporate instruments, which must be delivered, updated, to the GRANTING POWER.

9.2. The minimum subscribed capital of the CONCESSIONAIRE must be R \$ 20,000,000.00 (twenty million reais).

9.3. The CONCESSIONAIRE undertakes to keep the GRANTING POWER permanently informed on the payment of the capital mentioned in the previous sub clauses, and it is possible for the GRANTING Power to carry out the necessary diligences and audits to verify the regularity of the situation.

9.4. The CONCESSIONAIRE may not, throughout the period of execution of the

IMPLEMENTATION PLAN, reduce its capital below the minimum value established in sub clause 9.2 CONTRACT, without previous and express authorization of the GRANTING POWER.

9.5. The CONCESSIONAIRE may issue bonds, debentures or similar financial instruments that represent obligations of its responsibility, in favor of third parties.

9.6. The appeal available to the CONCESSIONAIRE shall be applied exclusively in the development of activities related to the CONCESSION dealt with in this CONTRACT.

9.7. The CONCESSIONAIRE must be based in the Municipality of Florianópolis.

CLAUSE 10 TRANSFER OF CONTROL AND STATUTORY CHANGES TO THE CONCESSIONAIRE

10.1. No alteration of the shareholding composition will be allowed under the SPE until the issuance of the Definitive Term of Acceptance of Works, except in exceptional situations, duly authorized by the GRANTING POWER, in which it is demonstrated the risk of loss for the continuity of the PURPOSE, under pain of TERMINATION OF THE CONCESSION.

10.2. As an exception to the previous sub-clause, it will be possible to authorize the GRANTING POWER to transfer the CONTROL of the CONCESSIONAIRE prior to conclusion.

10.3. Without prejudice to the provisions of sub clause 10.1, throughout the term of this CONTRACT, the direct corporate control of the CONCESSIONAIRE may only be modified by prior and express authorization of the GRANTING POWER, under penalty of expiration of the CONCESSION.

10.4. The CONCESSIONAIRE undertakes not to change, through any act, contract or other type of transaction, the SPE's direct corporate CONTROL, without prior consent of the GRANTING POWER.

10.5. Insofar as they can, individually or in block form, characterize the modification of the SPE's direct corporate CONTROL, the act (s) are also subject to the prior consent of the GRANTING POWER for purposes of this AGREEMENT:

- a) the conclusion of a shareholders' agreement;
- b) the issuance of securities convertible into shares; and
- c) the guarantee institution and rights to third parties over actions.

10.6. The issue of securities not included in the situation described in letter "b" of the previous sub clause, even in the case of securities not convertible into shares, must always be submitted to the prior knowledge of the GRANTOR.

10.7. The transfer or alteration of the indirect CONTROL or of the shareholding that does not imply the transfer of the direct corporate control of the CONCESSIONAIRE shall be purpose of communication to the GRANTING POWER, within a term of up to 10 (ten) days before the execution of the respective operation.

10.8. 10.3 The transfer of controlling interest of the CONCESSIONAIRE shall only be authorized by the GOVERNMENT when the measure does not harm, nor jeopardize the performance of the AGREEMENT.

10.9. The request for authorization of the alteration of the direct corporate control of the SPE shall be submitted to the GRANTING POWER, in writing, by the CONCESSIONAIRE or by the FUNDER (s), containing the justification for both, as well as elements that may support its analysis.

10.10. To obtain the consent for the transfer of the direct corporate control of the SPE, the entrant must:

- a) meet, as the case may be, the requirements of technical capacity, financial suitability and legal and fiscal regularity necessary for the assumption of the PURPOSE; and
- b) ensure compliance with all clauses of this AGREEMENT.

10.11. 10.5.4 The authorization for the transfer of control of the CONCESSIONAIRE, if granted by the GOVERNMENT, shall be formalized in writing, stating the conditions and requirements for its realization.

10.12. During the entire CONCESSION period, the CONCESSIONAIRE must also submit to the prior authorization of the GRANTING POWER the modifications in the respective bylaws that involve:

- a) the spin-off, merger, transformation or incorporation of the SPE;
- b) the capital reduction of the SPE; and
- c) the issuance of shares of classes of shares different from the capital stock of the SPE.

10.13.1. The GRANTING POWER will examine the order (s) forwarded by the

CONCESSIONAIRE pursuant to this clause within a period of up to 30 (thirty) days, which may be extended for an equal period, if necessary, and may request additional clarifications and documents from the CONCESSIONAIRE and (s), to call the controlling shareholders of the SPE and to take other steps deemed appropriate.

10.13.2. In the absence of a manifestation of the GRANTING POWER within the term of the previous sub clause, the application submitted by the CONCESSIONAIRE shall be deemed accepted, being incumbent upon the CONCESSIONAIRE, in relation to the omission of the GRANTING Power over the other requests, to adopt, as the case may be, the measures provided for in CHAPTER XIII of this AGREEMENT.

10.14. All documents that formalize the CONCESSIONAIRE's statutory alteration, regardless of the need for prior authorization of the GRANTOR, must be forwarded to it within a maximum of thirty (30) days of the respective alteration, for archival purposes.

CHAPTER IV - OBLIGATIONS OF THE PARTIES

CLAUSE 11 - GENERAL OBLIGATIONS OF THE PARTIES:

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

CLAUSE 12 ACCEPTANCE OF THE WORKS

12.1. The CONCESSIONAIRE shall request the GRANTING Power to carry out an inspection, after the completion of any works or engineering services.

12.1.1. The inspection shall be carried out jointly by the PARTIES, through specially appointed representatives, within a maximum period of thirty (30) days counted from the request.

12.2. Once each survey has been carried out, the CONTRACTING AUTHORITY will accept the provisional acceptance of the works and installations related to the work in question, within a period of 15 (fifteen) days, by means of an Interim Term of Acceptance of Works (Partial or Total), this document specifies any corrections or additions that may be necessary.

12.3. The CONCESSIONAIRE will have a period of up to 90 (ninety) days to implement the corrections and / or additions indicated in the Interim Term of

Acceptance of Works (Partial or Total), under penalty of applying the corresponding penalties.

12.4. Once the corrections and / or complements mentioned in the previous sub clause have been finalized, the GRANTING Power shall perform a new inspection, within 30 (thirty) days, and the Final Term of Acceptance of Works (Partial or Total), as the case may be,

12.5. The beginning of the operation by the CONCESSIONAIRE of each of the ATTRACTIONS, REVENUE SOURCES, or other facilities or equipment will depend on the obtaining of authorizations, licenses and permits, not being bound by the inspection procedure indicated in this sub clause, without prejudice to the eventual application of the corresponding penalties in case of breach of this AGREEMENT.

12.6. The GRANTING POWER may, at any time, found that the CONCESSIONAIRE no longer meets the costs established in this AGREEMENT and its ANNEXES, or in the applicable standards, expressly state that adjustments and adjustments are made.

12.7. The CONCESSIONAIRE is responsible for any adjustments and adjustments necessary to comply with this AGREEMENT and its ANNEXES.

12.8. The realization of the eventual adjustments mentioned in sub clause 12.7 does not exempt the CONCESSIONAIRE from the payment of any fines and penalties applied for not meeting the costs established in this CONTRACT and its ANNEXES.

CLAUSE 13 OBLIGATIONS AND PROHIBITIONS OF THE CONCESSIONAIRE

13.1. The CONCESSIONAIRE will always be bound to the provisions of this AGREEMENT, the NOTICE, its ANNEXES and the Brazilian legislation, regarding the execution of the PURPOSE.

13.2. The obligations of the CONCESSIONAIRE, without prejudice to the others established in this AGREEMENT, and in its ANNEXES and in the applicable legislation:

a) execute the PURPOSE, complying with and respecting the clauses and conditions of this AGREEMENT and its ANNEXES, of the COMMERCIAL PROPOSAL presented and the related documents, fully submitting to the existing regulation or that is being edited, to ABNT and / or INMETRO standards, or other competent regulatory agency, as well as to the pertinent specifications and projects, to the terms and instructions of the inspection of the GRANTING POWER, also complying with the quality goals and parameters, and other conditions for the execution of the PURPOSE;

- b) capture, apply and manage the financial appeal necessary to execute the PURPOSE;
- c) maintaining during the term of the CONTRACT the conditions necessary for the execution of the PURPOSE, including maintenance of the legal qualification requirements, tax regularity and technical qualification provided for in the TENDER;
- d) dispose of adequate equipment, materials and equipment for the fulfillment of all the obligations established in this CONTRACT, with the efficiency and quality contractually defined, for the provision of adequate service to the full attendance of the USERS;
- e) appoint and maintain a technical person in charge of the works, with powers to represent the CONCESSIONAIRE with the GRANTING POWER;
- f) adopt internal integrity mechanisms and procedures, including the elaboration of a code of ethics and conduct and internal audit mechanisms and a complaint channel to ensure their compliance, in order to prevent violations of Law 12.846 / 2013;
- g) responsible for the interlocution with third parties, such as public agencies (Military Police, Navy, Fire Brigade, Metropolitan Civil Guard, traffic control bodies, public service concessionaires, etc.), responsible for equipment not granted, Boards of Directors and private companies, aiming at the correct development of all the activities foreseen in the PURPOSE of this CONTRACT;
- h) to comply with the plans presented and, if necessary, to amend them, in accordance with the Reference Terms;
- i) ensure the maintenance of the environmental services of the URBAN AND MARINE PARK, its ecological, aesthetic and environmental balance functions;
- j) supervise the events that are held in the URBAN AND MARINE PARK, ensuring that they ensure the full integrity of the environmental patrimony;
- k) present to the GRANTING POWER the plans and projects foreseen in the REFERENCE TERM, in the terms and within the indicated periods, accompanied, as the case may be, of researches and opinions of consultants;
- l) to conclude the purpose of this concession in accordance with the rules and deadlines set forth in the edict and its annexes;
- m) keep the GRANTING POWER quarterly informed of the fulfillment of the execution stages of the works;

- n) submit to the GRANTING AUTHORITY the documents of technical responsibility of the professionals involved up to thirty (30) days from the DATE OF PUBLICATION OF CONTRACT, according to the norms of the Federal Council of Engineering and Agronomy - CONFEA;
- o) to adopt the Order Book in the works and services of engineering and architecture, in accordance with the legislation of the CONFEA / CREA system;
- p) be responsible for the installation and operation of the construction site and other operational structures, in accordance with the normative requirements, providing adequate storage and storage of the material used in the works;
- q) submit to the GRANTING AUTHORITY the communication of the beginning of the work with the Ministry of Labor, the registration of the work with the INSS - CEI and the obligatory work safety programs;
- r) assume full civil and criminal liability for the proper execution and efficiency of the activities performed, as well as for damages arising from the execution of the PURPOSE, including third parties;
- s) assume full responsibility for any work accidents in the execution of the PURPOSE, as well as for improper use of patents and / or copyrights, or any other intellectual property rights misused;
- t) assume full responsibility for the risks inherent to the execution of the CONCESSION, except for the cases expressly excepted in this AGREEMENT;
- aa) to contract the insurance for the relevant and usual risks of the CONCESSION and the insurance provided in this AGREEMENT, being responsible in any case for the damages caused by itself, its representatives, prepossessed or subcontracted, in the execution of the CONCESSION, before the GRANTING POWER or third parties;
- bb) respond to the CONTRACTING AUTHORITY and third parties for the subcontracted services;
- cc) comply with all legal and regulatory provisions regarding tax legislation and labor, social security, occupational health and safety legislation in relation to its employees, service providers, contractors or subcontractors, exempting the CONCESSION POWER from any related liability and presenting - annually, a report accompanied by the documentation proving compliance with the corresponding legal requirements;
- dd) to pay all taxes related to the execution of the PURPOSE;
- ee) to observe the provisions of the norms of the Municipality of Florianópolis;

ff) keep the CONCESSION AREA constantly clean, removing wastes, leftovers and other unserviceable materials, being responsible for the destination, sorting, transportation, storage, disposal and / or exploitation of the scrap and residues that may originate in the CONCESSION, including those resulting from compliance with applicable technical standards and the provisions of applicable federal, state and municipal legislation and the requirements for the necessary licensing and authorizations for that purpose, including environmental licenses, if applicable;

gg) comply with and observe all environmental legal norms and requirements;

hh) obtain, when applicable, all licenses, permits and authorizations required for the full execution of the PURPOSE, including for the exploitation of REVENUE SOURCES, and shall be responsible for all the necessary steps for both to the competent bodies under the current legislation and bearing all expenses and costs involved;

ii) inform the GRANTING POWER on the beginning of the processes with the competent bodies to obtain the licenses, permissions and authorizations required for the full execution of the PURPOSE;

jj) inform the GRANTING POWER immediately if any licenses, permits or authorizations for the full execution of the PURPOSE OF THE CONCESSION are withdrawn, revoked or expired, or, for any reason, cease to operate, indicating, first, the measures that have been taken and / or will be taken to obtain it;

kk) to give immediate knowledge to the GRANTING Power of any event or situation that changes in a relevant way the normal development of the execution of the PURPOSE, or that may harm or prevent the timely and timely fulfillment of the obligations set forth in the CONTRACT, including judicial proceedings and administrative procedures, and shall submit, as soon as possible, a detailed report on these facts, with the measures taken or to be taken to overcome or remedy the situation;

ll) communicate to the GRANTING Power, within 48 (forty-eight) hours, all circumstances or occurrences that, for reasons of CASE FORTUITO or FORCE MAIOR, prevent or prevent the normal execution of the PURPOSE;

mm) present to the GRANTING POWER, within the term established by it, additional or supplementary information that the GRANTOR, reasonably and without imposing a significant and unjustified additional burden on the CONCESSIONAIRE, shall formally request, including but not limited to, legally required payments of any and all charges, such as those relating to the relevant taxes and fees, the stage of negotiations and the conditions of the FINANCING contracts;

nn) cooperate for the development of the monitoring and supervision activities of the GRANTING POWER, under the terms of this AGREEMENT, allowing access to the equipment and facilities related to the PURPOSE, as well as to the accounting records, data and operational information, and as much as possible, of its subcontractors;

oo) attend calls formally forwarded by the GRANTING POWER, including to attend meetings;

pp) keep in archive all the information of the services and activities executed during the validity of the CONCESSION, allowing the GRANTING Power free access to them, at any time;

qq) submit, quarterly to the GRANTING POWER, the proof of payment of social and social security contributions referring to the CONCESSION and to the employees involved in the execution of the PURPOSE of the CONTRACT, as well as proof of the due fulfillment of all labor obligations;

rr) inform your schedule of events and works to the GRANTING POWER;

ss) to submit to the GRANTING POWER, whenever requested, the nominal relation of the employees, linked to the CONCESSIONAIRE or to third parties, working in the services and works in the CONCESSION AREA, indicating the names, positions and number of the respective Work and Social Security Portfolios - CTPS;

tt) present its required financial statements in the form and in the term established in this AGREEMENT;

uu) receive the complaints, complaints, comments and criticisms of the USERS;

vv) guarantee the free access of USERS to the free area of the URBAN AND MARINE PARK, respecting the hours of operation and the rules of the URBAN AND MARINE PARK and the onerous use of their equipment that are characterized as REVENUE SOURCES;

ww) to maintain a permanent dialogue with USERS, residents and residents;

xx) inform the USERS in advance of the prices charged in the URBAN AND MARINE PARKS for the exploitation of REVENUE SOURCES;

yy) keep the inventory and registration of REVERSIBLE GOODS current;

zz) care for the patronage of the GRANTING POWER, assuming the responsibility for its integrity;

aaa) to conserve all assets, equipment and facilities employed in the CONCESSION, keeping them up to date and in perfect working conditions, as well as repairing its units and promoting, on a timely basis, the substitutions demanded due to wear, technological overrun or end of life useful, and also to promote the repairs or modernizations necessary for the proper execution and preservation of the adequacy of the activities and services, observing the principle of the present time;

13.3. Among other prohibitions set forth in the legislation and in this AGREEMENT, it is forbidden to the CONCESSIONAIRE:

a) to grant loans, financing and / or any other form of transfer of funds to its shareholders and / or RELATED PARTIES, other than transfers of funds for dividend distribution, capital reduction, payment of interest on equity and / or eventual contracting of works or services with contracted third parties, based on market conditions, and observing, in any case, the terms and conditions set forth in this AGREEMENT;

b) provide Letter of Guarantee, surety or any other form of Guarantee in favor of its Related Parties and/or third Parties.

c) charge admission for access to the open areas of the URBAN AND MARINE PARK, under the terms of the Law.

13.4. The intellectual property rights to the researches and projects elaborated for the specific purposes of the CONCESSION, the rights related to the CONCESSION, as well as the projects, plans, plans, documents and other materials necessary for the performance of the CONCESSION activities, will be transmitted for free to the GRANTING POWER at the end of the CONTRACT.

13.5. The delay in obtaining licenses, permits and authorizations required for the full execution of the PURPOSE, or even for the exploitation of REVENUE SOURCES, by fact attributable to the Public Power at the municipal, state or federal level, understood as the delay in term more than 8 (eight) months of the order's protocol duly instructed by the CONCESSIONAIRE, will give rise to the right to the recomposition of the economic-financial balance in favor of the CONCESSIONAIRE, if necessary.

CLAUSE 14 – GOVERNMENT OBLIGATIONS

14.1. The CONTRACTING AUTHORITY's obligations are, without prejudice to other obligations set forth in this AGREEMENT and its ANNEXES and applicable legislation:

a) to guarantee permanently the free access of the CONCESSIONAIRE to the

CONCESSION AREA, for the execution of the PURPOSE OF THE CONCESSION during the validity of this AGREEMENT;

- b) issue the Terms of Acceptance of the Goods, under the terms and conditions of this AGREEMENT;
- c) issue the ORDER OF BEGINNING;
- d) issue the Authorization of Works Agreement;
- e) issue the Acceptance of Works Agreement;
- f) make available to the CONCESSIONAIRE, the CONCESSION AREA and the assets that will be under the management of the CONCESSIONAIRE, necessary for the adequate development of the PURPOSE;
- g) to rescind until the DATE OF THE START ORDER the contracts referring to CONCESSION AREA;
- h) be liable for the costs, damages, expenses, payments, indemnities and possible judicial measures arising from acts or facts, including labor or environmental, prior to the DATE OF THE ORDER OF INITIATION, related to the PURPOSE, as well as acts or facts that, although after the DATE OF THE ORDER OF INITIATION, arise from the sole fault of the GRANTING POWER or any third party contracted by it;
- i) provide information to the CONCESSIONAIRE that is available for the proper development of the CONCESSION;
- j) duly substantiate their decisions, approvals, requests or other acts performed under this AGREEMENT;
- k) formally indicate the public agent (s) responsible for monitoring this CONTRACT;
- l) monitor, monitor and certify compliance with this AGREEMENT, as well as analyze the information provided by the CONCESSIONAIRE, permitted to hire third parties to assist it and to subsidize it;
- m) apply the sanctions and penalties and adopt other measures necessary for the regular fulfillment of this CONTRACT in case of default of the obligations assumed by the CONCESSIONAIRE; and
- n) collaborate, within its sphere of competence and in compliance with the terms

of the pertinent legislation, with obtaining the licenses and authorizations that may be necessary for the CONCESSION, together with other municipal bodies, including participation in technical meetings and sending of necessary manifestations.

CLAUSE 15 CONCESSIONAIRE'S RIGHTS

15.1. THE CONCESSIONAIRE, without prejudice to and in addition to other rights provided for in the applicable legislation and in this AGREEMENT, shall be entitled to:

- a) to exploit the PURPOSE with ample business freedom and to manage its activities, subject to the limitations and conditions set forth in this AGREEMENT and in the applicable legislation, and, for contracts and any type of agreements or adjustments entered into by the CONCESSIONAIRE with any RELATED PARTY, market conditions;
- b) explore REVENUE SOURCES at your own risk;
- c) perform, at your own risk, optional charges in the URBAN AND MARINE PARK, including the installation of ATTRACTIONS and URBAN FURNITURE not mandatory;
- d) use the names of the URBAN AND MARINE PARK and may add them from other names or *naming rights*;
- e) maintenance of the economic-financial balance, in the form of this AGREEMENT;
- f) subcontract third parties for the development of activities related to the execution of the PURPOSE; and
- g) distribute dividends and promote other licit forms of distribution of profits to shareholders, subject to the terms and conditions set forth in this AGREEMENT.

15.2. For the purposes of letter "f" of the previous sub clause, the CONCESSIONAIRE shall take care that the contracted third parties or subcontractors have technical capacity compatible with the PURPOSE activities of the CONCESSION.

15.3. The CONCESSIONAIRE shall request the consent of the GRANTOR for the conclusion of a contract or any type of agreement or adjustment with RELATED PARTIES, the approval of which shall be conditioned to the demonstration of

compliance with the market conditions, including from analogous contracts signed with third parties in the last 12 (twelve) months, if any.

CLAUSE 16 GRANTED POWER PREROGATIVES

16.1. The GRANTING POWER, without prejudice to and in addition to other prerogatives and rights provided for in the applicable legislation and in this AGREEMENT, has the prerogative of:

- a) intervene in the provision of the activities that make up the PURPOSE, and, consequently, in the management of the REVENUE SOURCES, being able to resume and extinguish them, in the cases and under the conditions set forth in this AGREEMENT and in the applicable legislation; and
- b) contracting third parties to, in the terms and limits of the legislation, exercise, totally or partially, the regulatory, supervisory and oversight powers of this CONTRACT.

CLAUSE 17 PARK AND MARINE MANAGEMENT

17.1. From the PROVISIONAL TERM OF WORK ACCEPTANCE (Partial or Total), the representative (s) of the CONCESSIONAIRE and the representative (s) of the GRANTOR shall meet, at a periodicity defined by mutual agreement, in order to present to each other the calendar of scheduled events and information on the works to be carried out and in progress in the URBAN AND MARINE PARK, with the purposes of informing about the scheduled activities and, if necessary, seeking joint solutions.

CHAPTER V - FINANCING

CLAUSE 18 FUNDING

18.1. The CONCESSIONAIRE will be responsible for obtaining, applying, amortizing, paying interest and managing the FINANCING (S) necessary for the normal development of the CONCESSION, so that all obligations assumed in this AGREEMENT are fully and timely fulfilled.

18.2. The CONCESSIONAIRE may not claim any provision, clause or condition of the FINANCING contract (s) that may be contracted, or any delay in the formalization

of the necessary FINANCING contract (s) or, delay in the disbursement of the agreed appeal, in order to be totally or partially exempt from the obligations assumed in this AGREEMENT, the terms of which shall be fully known to the respective FUNDER (s).

18.3. The Concessionaire shall submit to the Government a certified copy of the Financing and Guarantee Agreements that it will execute, documents representing the securities Issued by it, as well as any changes to these instruments, within 30 (ten) business days from the date of its signature and Issue, as the case may be.

CHAPTER VI - CONCESSIONAIRE REMUNERATION

CLAUSE 19 CONCESSIONAIRE COMPENSATION

19.1. The revenues to be received by the CONCESSIONAIRE will be derived from the exploitation of REVENUE SOURCES in the CONCESSION AREA.

19.2. No amount will be owed by the GRANTING POWER to the CONCESSIONAIRE due to the execution of the PURPOSE.

19.3. THE CONCESSIONAIRE may perform any lawful activities compatible with this CONTRACT and be remunerated for the revenues earned from the development of such activities, and shall observe the rules of revenue sharing, under the terms of this AGREEMENT.

19.4. The REVENUE SOURCES shall assure the CONCESSIONAIRE the conditions to face their expenses and investments.

19.5. The REVENUE SOURCES may be exploited directly by the CONCESSIONAIRE or by third parties, with their consent.

19.6. The CONCESSIONAIRE shall forward annually and in writing to the GRANTING POWER a report containing a detailed description of the scope of the activity (s) and / or undertaking (s) developed in the CONCESSION AREA, demonstrating, among other elements to judge relevant, that the activity (s) or undertaking (s) conform to the PURPOSE OF THE CONCESSION, which do not compromise the quality of the exploration of the PURPOSE, and which obeys the Brazilian legislation, including environmental legislation.

19.7. In addition to the information provided in the previous sub clause, the GRANTING Power may, at its discretion, request other pertinent information, according to the activity (s) purpose of the request.

CHAPTER VIII - MONITORING AND MANAGEMENT OF THE EXECUTION OF THE CONTRACT

CLAUSE 20 SUPERVISION

20.1. The supervision of CONCESSION, covering all the activities of the CONCESSIONAIRE, throughout the term of this CONTRACT, will be executed by the GRANTING POWER, which may avail itself of technical support from third parties.

20.2. The CONCESSIONAIRE shall grant the CONCESSIONAIRE, or any other person it accredits, free access at any time to the areas, facilities and locations, documents and data relating to the CONCESSION and the CONCESSIONAIRE, including statistics, administrative and accounting records and contracts with third parties, providing, within the term established, the clarifications that are formally requested.

20.3. The CONCESSIONAIRE may request from the CONCESSIONAIRE, at any time and under any circumstance, information of a technical, operational, economic, financial and accounting nature, as well as measurements and rendering of accounts, granting, when necessary, a reasonable period for the fulfillment of the requests that to do.

20.4. The CONTRACTING AUTHORITY, directly or through its accredited representatives, may conduct, in the presence of representatives of the CONCESSIONAIRE, surveys, tests or tests that allow an adequate evaluation of the operating conditions and characteristics of the equipment, systems and facilities used in the CONCESSION.

20.5. 26.5 In the exercise of supervision, the GOVERNMENT may:

a) to monitor the execution of works and the rendering of services, activities and supplies, as well as the conservation of the GOODS LINKED TO THE CONCESSION;

b) to carry out surveys to verify the adequacy of the installations and equipment, determining the necessary corrections, repairs, removals, reconstructions or substitutions, at the expense of the CONCESSIONAIRE, when they are in disagreement with the specifications prescribed in this AGREEMENT and its ANNEXES;

c) intervene, when necessary, in the execution of the PURPOSE OF THE CONCESSION activities, in accordance with the legislation and this CONTRACT, in order to ensure the regularity and faithful fulfillment of the contractual obligations

assumed by the CONCESSIONAIRE;

d) to determine that works, activities and services, without charge to the GRANTING POWER, are reassigned if those already performed are not in accordance with the specifications of this AGREEMENT and its ANNEXES, as well as with the current legislation and applicable technical standards; and

e) penalties provided for in this AGREEMENT.

20.6. The GRANTING AUTHORITY shall designate a technical unit responsible for supervising and monitoring this Agreement, indicating its manager, who will have among its attributions the activities indicated in items (a) to (e) of the sub clause above, as well as formalize the terms of delivery of interventions and investments provided for in this AGREEMENT; and receive any requests for financial rebalancing, as well as for the initiation of any dispute settlement procedure provided for in this AGREEMENT, without prejudice to the provisions of other penalty clauses.

20.7. In the event that the CONCESSIONAIRE refuses to comply with the determinations made by the GRANTOR, it may adopt, directly or through third parties, the necessary measures to correct the situation, bearing the respective costs on behalf of the CONCESSIONAIRE, without prejudice to the application of the penalties and penalties.

20.8. The inspection by the GRANTOR does not exclude the liability of the CONCESSIONAIRE for the adequacy and quality of the investments made, as well as for the fulfillment of the contractual obligations.

CHAPTER IX - RISKS

CLAUSE 21 RISK ALLOCATION

21.1. The CONCESSIONAIRE is fully and exclusively responsible for all risks related to this CONCESSION, unless expressly stated otherwise in this AGREEMENT.

21.2. Included among the risks of the CONCESSIONAIRE, in this CONCESSION, those related to:

a) obtaining licenses, permits and authorizations related to the activities of the CONCESSION;

- b) changes in input costs, operating costs, maintenance costs and investments, including due to exchange rate fluctuations and changes in water and electricity tariffs;
- c) delay in the fulfillment of the deadlines established in this AGREEMENT and ANNEXES, including as a result of not obtaining authorizations, licenses and / or permissions;
- d) risk arising from the operation and maintenance of the URBAN AND MARINE PARK;
- e) changes in plans, projects or works, by the mere liberality of the CONCESSIONAIRE;
- f) the error in its projects and works, the error in its estimates of costs, expenses and / or schedule, failures in the provision of services and activities and errors or failures caused by the CONCESSIONAIRE, by its agents or employees, or by its subcontractors;
- g) the safety and health of workers who are subordinated to it in the execution of the PURPOSE and / or its subcontractors;
- h) the increase in the cost of FINANCING (S) assumed for the realization of investments or for the costing of services of the PURPOSE, including due to the increase of interest rates, except in cases where it is proven that the increase in related costs to the FUNDING (S) obtained by the CONCESSIONAIRE is derived directly from acts done by the GRANTOR under this AGREEMENT, especially those related to eventual noncompliance with the contractual obligations assumed by it;
- i) the quality in the provision of the services and activities of the PURPOSE, as well as the fulfillment of the technical specifications of the services and the PERFORMANCE FACTOR;
- j) the obsolescence, safety, robustness and full operation of the technologies, equipment and techniques used in the CONCESSION;
- k) the damages caused to third parties or to the environment due to the CONCESSIONAIRE, its employees, service providers, subcontractors, subcontractors or any other natural or legal person linked to it, in the exercise of the activities covered in this AGREEMENT;
- l) the recovery, prevention, correction and management of environmental liabilities related to the CONCESSION, whose generating event occurred after the DATE OF THE ORDER OF INITIATION, including the environmental liability referring to the final destination of the equipment and goods;

- m) the inefficiencies or economic losses resulting from failures, negligence, ineptitude or omission in the fulfillment of the PURPOSE, except for acts or omissions of the GRANTING POWER;
- n) destruction, theft, theft, vandalism, depredation, loss or any other type of damage caused to the ASSIGNED ASSETS, a liability that shall not be reduced or excluded by virtue of the control of the GRANTING POWER;
- o) the risks that may be the subject of insurance coverage offered in Brazil at the date of its occurrence, including for the hypotheses of CASO FORTUITO or FORÇA MAIOR, as well as the variation in its price;
- p) the labor, social security, tax and commercial expenses resulting from the execution of this CONTRACT, including the increase of the cost of labor by agreement, collective bargaining agreement or collective bargaining agreement, and the resulting liabilities, including those related to companies eventually subcontracted in the scope of the CONCESSION;
- q) strikes by employees hired by the CONCESSIONAIRE, subcontractors or service providers to the CONCESSIONAIRE;
- r) the interface with public entities and agencies, subcontractors, consumers and service providers of the CONCESSIONAIRE, as well as with USERS;
- s) the non-effectiveness of the projected demand in the URBAN AND MARINE PARK, ATTRACTIONS, REVENUE SOURCES or any other equipment or installation of the URBAN AND MARINE PARK, or its reduction for any reason, even if it results from competition practiced by the GRANTING POWER or by except in the event of any breach of the obligations assumed by the GRANTOR under this AGREEMENT;
- t) the construction, demand and feasibility of REVENUE SOURCES;
- u) the default of consumers or service takers of the CONCESSIONAIRE for the payments that are due to him for any title;
- v) the costs of legal actions of third parties against the CONCESSIONAIRE or subcontractors arising from the execution of the CONCESSION, except for fact attributable to the GRANTING POWER;
- w) the costs incurred and the losses incurred due to the supervening change of Fire Department standards, technical standards and / or safety standards;
- x) the damages caused to the GRANTING POWER due to the use of the CONCESSION AREA and its adjacencies in disagreement with the forecasts of this

CONTRACT and its ANNEXES, or with the applicable norms;

y) interruption and / or intermittence in the supply of electricity, water, or other services necessary for the operation of the activities explored in the CONCESSION;

aa) social and / or public events that jeopardize the execution of the PURPOSE or cause damages to the ASSETS LINKED to the CONCESSION.

21.3. The CONCESSIONAIRE shall indemnify and hold the CONCESSIONAIRE HOLDER harmless from any claim or damage that the CONCESSION POWER may suffer as a result of acts committed by the CONCESSIONAIRE, its administrators, employees, agents, service providers, subcontractors and third parties with whom it has contracted, or by any other natural or legal person related to it.

21.4. The CONCESSIONAIRE shall also indemnify and hold the GRANTOR SAFE from procedural expenses, defeat fees and other charges with which it, directly or indirectly, will be charged due to the hypotheses set forth in the previous sub clause.

21.5. They are not risks of the CONCESSIONAIRE, giving rise to the procedure of economic and financial rebalancing in the hypotheses of increment or reduction of the costs incurred in the execution of the PURPOSE, under the terms of this AGREEMENT:

a) any legal taxes or charges created, altered or terminated, affecting directly or indirectly the services provided by the CONCESSIONAIRE, including the supervening incidence of Property and Urban Tax (IPTU) on the CONCESSION AREA;

b) judicial or administrative decisions that directly impact or encumber, impede or prevent the CONCESSIONAIRE from fully or partially providing the services of the PURPOSE, except in cases in which the CONCESSIONAIRE has given cause to the situation on which said decisions are based;

c) delays or non-fulfillment of the obligations of the CONCESSIONAIRE, caused by the delay or omission of the GRANTING POWER or of other organs or entities of the Public Administration of the Municipality of Florianópolis, provided that the formal regularity, timeliness and adequacy of the applications and requests sent by the CONCESSIONAIRE, and provided that the competent organs or entities provoked fail to observe the regulatory period granted to them for the respective manifestation;

d) failure by the GRANTING CONTRACTOR for its contractual or regulatory obligations, including, but not limited to noncompliance with applicable time limits under this AGREEMENT and / or current legislation;

- e) delay in the fulfillment of the deadlines established in this AGREEMENT related to the obligations assumed by the CONCESSIONAIRE, as well as the breach of the FACTOR OF PERFORMANCE, when directly arising from action or omission of the GRANTING POWER;
- f) imposition, by the GRANTING POWER, of new obligations, or unilateral alteration of the obligations originally contemplated in the CONTRACT that causes impact on the costs and costs of the CONCESSIONAIRE;
- g) revisions on the parameters and meters referring to the DEFAULT FACTOR that, evidently, carry additional charges for the CONCESSIONAIRE;
- h) losses caused to third parties or to the environment by the administrators, employees, agents, service providers, occurring before the DATE OF THE ORDER OF INITIATION, in which case, in addition to the right to economic and financial rebalancing of the CONTRACT, the CONCESSIONAIRE will have the direct compensation by the GRANTING Power of any indemnities that may be paid due to the environmental liability and / or cases of civil liability that have as a matter of fact prior to the CONCESSION;
- i) costs of recovery, prevention, correction and management of environmental liabilities related to the CONCESSION, whose generating event occurred prior to the DATE OF THE ORDER OF INITIATION;
- j) investments, payments, costs and expenses arising from eventual expropriations and institution of administrative easements determined by the GRANTING POWER, in accordance with the law;
- k) lawsuits or administrative claims originating from services rendered prior to the DATE OF THE ORDER OF INITIATION;
- l) the non-approval of projects and interventions foreseen in the occupation plan contained in the obligations of the CONCESSIONAIRE, by the competent bodies;
- m) strike of employees and employees of the GRANTING POWER that demonstrates that it prevents or makes it impossible for the CONCESSIONAIRE to render all or part of the PURPOSE OF THE CONCESSION.

21.6. In the event of CASE FORTUITO or FORÇA MAIOR, whose consequences are not covered by insurance available in the Brazilian security market and under viable commercial conditions, the PARTIES will agree on whether the economic-financial balance will be restored or the CONCESSION will be terminated. the consequences of events for the continuity of the PURPOSE.

21.7. In the event of termination of the CONCESSION, in accordance with the provisions of the previous sub clause, the applicable rules and procedures for termination of the CONCESSION by the advent of the contractual term, according to this AGREEMENT, shall be applied, to the extent applicable. CONCESSIONAIRE to the receipt of the indemnity for the portion (s) of the investments related to reversible assets that have not yet been amortized or depreciated, which have been carried out with the purpose of guaranteeing the continuity and timeliness of the service granted.

21.8. The PARTIES undertake to employ all necessary measures and actions in order to minimize the effects arising from CASE FORTUITO or MAJOR FORCE events.

21.9. The Concessionaire declares:

- a) have full knowledge of the nature and extent of the risks assumed in this AGREEMENT; and
- b) have taken into account the risk sharing established in this AGREEMENT for the formulation of its COMMERCIAL PROPOSAL in the BID.

CHAPTER X - CONTRACTUAL REVISIONS AND FINANCIAL ECONOMIC BALANCE

CLAUSE 22 ORDINARY REVISIONS

22.1. Without prejudice to the other provisions of this AGREEMENT, and the prerogatives legally conferred on the GRANTOR in relation to the imposition of new obligations or changes to the PURPOSE, every 5 (five) years from the PUBLICATION DATE OF THE CONTRACT, the PARTIES shall promote the review of the parameters, conditions and general results of the CONCESSION, with the purpose of, being the case:

- a) revise the specifications of the PURPOSE and improve the services and activities of the PURPOSE, in accordance with the current principle;
- b) review and possibly modify the charges provided for in this AGREEMENT.

22.2. The review procedure must be initiated ex officio by the GRANTING POWER, or at the request of the CONCESSIONAIRE, within a period of 60 (sixty) days, extendable for an equal period, of the conclusion of the first five (5) years of this CONTRACT, and so on, until the end of the CONCESSION TERM.

22.3. If there is no need to change the parameters, conditions and general results of the CONCESSION, the GRANTING Power shall institute the procedure set forth in this sub clause to pronounce on the need for any revision, opening a deadline

for the CONCESSIONAIRE's manifestation.

22.4. For the purpose of analyzing the need, convenience or timeliness of the review referred to in this clause, each Party shall, within 30 (thirty) days of the initiation of the proceeding, detail any suggested changes, with the corresponding justifications, researches and other documents support your proposal.

22.5. The ordinary review procedure shall be concluded by agreement between the PARTIES, within a period of 60 (sixty) days, renewable for an equal period.

22.6. The participation of entities, representatives of civil society or specialized professionals in the revision process dealt with in this clause is allowed for the collection of data, confirmation of premises and / or technical and economic elucidations that may be necessary.

22.7. From the result of the review procedure dealt with in this clause, the economic-financial balance of the CONCESSION may be reviewed, for the benefit of the CONCESSIONAIRE or the GRANTING POWER, calculated in time of concession.

CLAUSE 23 EXTRAORDINARY REVIEWS

23.1. Without prejudice to the other provisions of this AGREEMENT and the prerogatives legally conferred on the GRANTOR regarding the imposition of new obligations or changes on the PURPOSE, the GRANTOR or the CONCESSIONAIRE may request an extraordinary review of the CONTRACT, always with a view to regularity, continuity, efficiency, safety, actuality and generality of the PURPOSE services, and provided there is a proven need to include and / or exclude charges in this CONTRACT, resulting from supervening technological changes or the need to adapt the systems for measuring the quality of the services provided in this AGREEMENT technical standards recognized nationally or internationally.

23.2. The request of the CONCESSIONAIRE must be accompanied by the reasons justifying the intended revision, with the details, surveys, researches or technical opinions deemed pertinent.

23.3. In evaluating the request sent under the terms of the previous sub clause, the GRANTING Power may consult the opinion of other organs and technical entities involved.

23.4. The extraordinary review procedure shall be concluded by agreement between the PARTIES.

23.5. The ordinary review procedure shall be concluded by agreement between the PARTIES, within a period of 60 (sixty) days, renewable for an equal period.

23.6. The result of the review procedure dealt with in this clause may result in a review of the economic-financial balance, calculated at grant time.

23.7. The extraordinary review of this CONTRACT shall not consider events occurring more than 01 (one) year from the date on which the interested PART of them has become aware.

CLAUSE 24 - ECONOMIC AND FINANCIAL BALANCE

24.1. Whenever the conditions of the Agreement are met and the risk allocation established therein is maintained, its economic and financial balance shall be maintained.

24.2. Without prejudice to other hypotheses admitted in this AGREEMENT, it is a situation that justifies the economic and financial rebalancing in favor of the CONCESSIONAIRE the increase of costs and expenses incurred by the CONCESSIONAIRE, calculated in time of grant.

24.3. The GRANTING POWER may request the recomposition of the economic-financial balance, when applicable, in terms of the law and in the cases provided for in this AGREEMENT.

24.4. 29.4 The recovery of the economic and financial balance shall be made by agreement between the PARTIES, through the following ways:

- a) I Extension or reduction of the period of ADMINISTRATIVE CONCESSION;
- b) review of the costs and obligations assumed by the CONCESSIONAIRE, including deadlines binding on the CONCESSIONAIRE;

24.5. The alternatives for the recomposition of the economic-financial balance cannot change the allocation of risks originally foreseen in this AGREEMENT.

CLAUSE 25 - PROCEDURE FOR RECOVERY OF THE ECONOMIC AND FINANCIAL BALANCE

25.1. The procedure for the recomposition of the economic-financial balance may be initiated by any of the PARTIES, following an ordinary or extraordinary review

process when the economic and financial imbalance of the CONTRACT is verified, upon presentation of a technical report.

25.2. The analysis of the recomposition of the economic-financial balance presupposes the verification of the economic conditions of the adjustment, based on the effects of the events that caused it, described in a technical report to be presented by the interested PARTY, which may be accompanied by expert opinion, independent researches and / or other relevant documents.

25.3. The technical report dealt with in the previous subclasses shall demonstrate the effects of the events mentioned therein, considering, among others, the estimated investment variation, the reasoned statement of costs or expenses incurred and the suggestion of the measures to be taken for the economic and financial balance of this AGREEMENT.

25.4. The GRANTING POWER shall have free access to the information, assets and facilities of the CONCESSIONAIRE or third parties contracted by it to verify the amount alleged by the CONCESSIONAIRE in the request for the recomposition of the economic and financial balance that it has presented.

25.5. The recomposition of the economic-financial balance may be made before or after the actual impact of the event giving rise to the imbalance situation, and for that purpose the net present value of the difference between the flows estimated and projected at the valuation date is calculated.

CHAPTER XI - GUARANTEES AND INSURANCE

GUARANTEE OF EXECUTION OF THE CONTRACT BY THE CONCESSIONAIRE

26.1. For the faithful fulfillment of the obligations assumed, the CONCESSIONAIRE will maintain the GUARANTEE FOR IMPLEMENTATION OF THE CONTRACT PROVIDED as a condition precedent for the execution of this CONTRACT, observing the following dynamics of release during the contractual period:

a) the initial GUARANTEE FOR THE PERFORMANCE OF THE CONTRACT will correspond to 10% (five percent) of the AMOUNT OF THE FINE EXPECTED IN THE CONTRACT;

26.2. 31.3 The PERFORMANCE GUARANTEE OF THE AGREEMENT shall be used to cover:

a) the reimbursement of costs and expenses incurred by the GRANTING POWER

against the default of the CONCESSIONAIRE;

b) return of the goods belonging to the CONCESSION in disregard to the requirements established in this AGREEMENT or in its ANNEXES

26.3. THE GUARANTEE OF PERFORMANCE OF THE CONTRACT referred to in this clause may take any of the following forms:

- a) deposit in cash, in national currency, deposited in a current account to be indicated by the GRANTING POWER;
- b) collateral in federal public debt securities, not recorded with clauses of inalienability and impenetrability, nor acquired compulsorily, registered in a centralized system of liquidation and custody authorized by the Central Bank of Brazil;
- c) insurance-guarantee, provided by an insurance company authorized to operate in Brazil, with the presentation of SUSEP's respective certificate of regularity; or
- d) bank guarantee provided by a financial institution authorized to operate in Brazil, with a national scale rating higher than or equal to "Aa3.br", "brAA-" or "AA-(bra)", as disclosed by risk agencies *Moody's*, *Standard & Poor's* or *Fitch*, in favor of the GRANTING POWER.

26.4. THE GUARANTEE OF IMPLEMENTATION OF THE CONTRACT OFFERED MAY NOT CONTAIN ANY RESTRICTIONS OR CONDITIONS THAT MAY HINDER OR PREVENT THEIR PERFORMANCE, OR THAT MAY RAISE THEIR INACCURACY, AND THE CONCESSIONAIRE SHOULD PROMOTE THE RENOVATIONS AND UPDATES THAT ARE REQUIRED TO BE ENACTED BY THE CONTRACT.

26.5. THE GUARANTEES FOR THE EXECUTION OF THE CONTRACT presented in the insurance-guarantee modality shall follow SUSEP Circular No. 477/13 or in a standard that replaces it.

26.6. For the GUARANTEE FOR THE EXECUTION OF THE CONTRACT presented in the form of collateral in federal public debt securities, the following securities will be admitted:

- a) Fixed Treasury;
- b) Selic Treasury.
- c) Treasury IPCA + with Semiannual Interest;

- d) IPCA Treasury;
- e) Treasury IGPM + with Semester Interest; and
- f) Prefixed Treasury with Semester Interest.

26.7. Expenses related to the provision of the GUARANTEE FOR THE PERFORMANCE OF THE CONTRACT, including its recomposition, shall be the sole responsibility of the CONCESSIONAIRE.

26.8. 31.7 If used the performance bond method, the policy shall be valid for 01 (one) year, with renewal clause to terminate the obligations of the CONCESSIONAIRE, linked to risk reassessment.

CLAUSE 27- CREDIT SATISFACTION GUARANTEE OF THE FINANCER BEFORE THE CONCESSIONAIRE

27.1. The offer, under guarantee, of the rights arising from the CONCESSION in the FINANCING (S) linked to the PURPOSE can only occur to the limit that does not compromise the operationalization and continuity of the CONCESSION.

CLAUSE 28 INSURANCE

28.1. The CONCESSIONAIRE, in addition to the insurance required by applicable law, shall ensure, throughout the term of the CONTRACT, the existence and maintenance in force of the necessary insurance policies to guarantee the effective and comprehensive coverage of the risks inherent to the execution of the activities pertinent to the CONCESSION.

28.2. No work or service may commence or continue without the CONCESSIONAIRE submitting to the GRANTING POWER the proof that the insurance policies expressly required in this AGREEMENT are in force under the conditions established.

28.3. The policies must be contracted with national or foreign insurers of the first line authorized to operate in Brazil by SUSEP.

CHAPTER XII – CONCESSION OF GOODS

CLAUSE 29 GOODS LINKED TO THE CONCESSION

29.1. THE ASSETS LINKED TO THE CONCESSION are the assets belonging to the CONCESSIONAIRE's assets or not, necessary for the implementation and proper and continuous execution of the PURPOSE.

29.2. The CONCESSIONAIRE undertakes to maintain, in good working order, conservation, hygiene, comfort, accessibility, environmental sustainability and safety, at its own expense, GOODS LINKED TO THE CONCESSION, throughout the term of the CONTRACT, renewals and adaptations necessary for the good performance of the CONCESSION.

29.3. Except as provided in this clause, the direct use of equipment, infrastructure or any other property, which are not owned by the CONCESSIONAIRE in the execution of the PURPOSE, will depend on the prior, specific and express authorization of the GRANTING POWER, upon request to it forwarded by the CONCESSIONAIRE in which it is demonstrated that there is no loss to the continuity of the services of the PURPOSE in case of extinction of the CONCESSION.

29.4. For the purposes of the authorization referred to in sub clause 31.3, the GRANTING POWER may require that the contract concluded between the third party involved and the CONCESSIONAIRE contains a provision whereby the third party undertakes, in the event of termination of the CONCESSION, to maintain such agreement and to subrogate the GRANTING POWER or third parties for that indicated in the rights arising therefrom, for a period to be adjusted in each case between the PARTIES.

29.5. The REVERSIBLE GOODS are those essential to the execution and continuity of the PURPOSE, members of the assets of the CONCESSIONAIRE, and that will revert in favor of the GRANTING POWER after the extinction of the CONCESSION.

29.6. REVERSIBLE GOODS shall be permanently inventoried by the CONCESSIONAIRE.

29.7. Without prejudice to the obligation to inventory the assets, the CONCESSIONAIRE shall submit to the GRANTING AUTHORITY, by the first working day of February of each year, a detailed report that outlines the situation of all GOODS LINKED TO THE CONCESSION.

29.8. THE CONCESSIONAIRE undertakes to deliver the REVERSIBLE GOODS in perfect conditions of operation, use and maintenance.

29.9. 35.1.2 The reversible assets shall be transferred to the GOVERNMENT

free of any liens or encumbrances.

29.10. All ASSETS LINKED TO THE CONCESSION or investments made in it shall be fully depreciated or written off by the CONCESSIONAIRE within the CONCESSION TERM, in accordance with current legislation.

29.11. The CONCESSIONAIRE may only dispose of the REVERSIBLE GOODS if it is immediately replaced by others in conditions of operation and operation identical or superior to those substituted, except in those cases where it is proved that such assets are no longer necessary for the execution of the remaining works and activities of the CONCESSION, and, for this purpose, must first notify the GRANTING POWER and proceed to update its inventory of REVERSIBLE GOODS.

29.12. 35.6 Any sale or purchase of assets that the CONCESSIONAIRE intends to carry, in the last 05 (five) years from the final period of the CONCESSION, shall be previously and expressly authorized by the GOVERNMENT.

29.13. REVERSIBLE GOODS may not be subject to a pledge or constitution of a real right under guarantee, and the provisions of sub clause 29.1.

29.14. The CONCESSIONAIRE is expressly authorized to propose, in its own name, any legal measures that may be taken to secure or recover the possession of the REVERSIBLE GOODS.

CLAUSE 30 REVERSAL OF GOODS LINKED TO THE CONCESSION

30.1. Once the CONCESSION is extinguished, the REVERSIBLE GOODS, rights and privileges linked to the CONCESSIONS transferred to the CONCESSIONAIRE, or acquired or implemented by CONCESSIONAIRE, are returned to the GRANTING POWER.

30.2. Within 180 (one hundred and eighty) days before the final term of the CONTRACT, the PARTIES shall establish the procedures for evaluating the ASSIGNED GOODS, in order to identify those necessary to the continuity of the execution of the PURPOSE of this AGREEMENT and to review the inventory of REVERSIBLE GOODS.

30.3. Upon the evaluation and identification of the REVERSIBLE GOODS, the respective Final Statement of Return of the Reversible Assets will be drawn up at the time of the reversal.

30.4. The reversion will be free and automatic, with the goods in perfect conditions of operation, use and maintenance and free of any liens or charges, observing, in any case, the principle of actuality.

30.5. The current principle is understood to be the execution of the PURPOSE of the CONTRACT by means of modern goods, equipment and facilities that, throughout the CONCESSION, will accompany the innovations of technological development, especially with regard to environmental sustainability, and ensure quality in the provision of services and activities PURPOSE OF THIS AGREEMENT.

CHAPTER XIII - SANCTIONS AND PENALTIES APPLICABLE TO THE PARTIES

CLAUSE 31 - ADMINISTRATIVE PENALTIES

31.1. Failure by the CONCESSIONAIRE to comply with the provisions of this AGREEMENT and its ANNEXES, as well as the applicable laws and regulations, shall, without prejudice to civil and criminal liabilities and other penalties provided for in the legislation and regulations in force, concurrently with the penalties set forth in this clause.

31.2. The gradation of the penalties to which the CONCESSIONAIRE is subject will observe the nature of the infraction committed, which will vary according to the following categories:

- a) light
- b) average
- c) serious; and
- d) very serious.

31.3. The infraction will be considered light when it results from non-malicious conduct of the CONCESSIONAIRE, of which it does not benefit economically.

31.4. The commission of infractions of a light nature will lead to the application of the following penalties:

31.5. written warning, which will be formulated, when applicable, together with the determination of the adoption of necessary corrective measures; or

31.6. fine, in the event of a repeat offense in the same conduct that characterizes a light infraction, within the period of 04 (four) consecutive months, of up to 0.05% (zero

point five percent) of the amount of the CONCESSIONAIRE's annual revenues.

31.7. The infraction will be considered average when it results from willful misconduct and / or from which it is established that the CONCESSIONAIRE has benefited economically, directly or indirectly.

31.8. The committing of infraction of average nature will lead to the application of the following penalties, in an isolated or concomitant way:

31.8.1. written warning, which will be formulated, when applicable, together with the determination of the adoption of necessary corrective measures; and / or

31.8.2. fine in the amount of up to 0.5% (zero point five percent) of the amount of the annual sales of the CONCESSIONAIRE, which will also be comminuted, when applicable, together with the determination of the adoption of necessary corrective measures.

31.9. The infraction will be considered serious when it results from intentional and bad faith conduct of which it is established that the CONCESSIONAIRE has benefited economically, directly or indirectly, and that it involves economic loss to the detriment of the GRANTING POWER.

31.10. The commission of a serious infraction will lead to the application of the following penalties, in isolation or concomitant with the penalty of fine:

a) written warning, which will be formulated, when applicable, together with the determination of the adoption of necessary corrective measures;

b) a fine in the amount of up to R \$ 5,000,000.00, which will also be commenced, when applicable, together with the determination of the adoption of necessary corrective measures;

c) temporary suspension of the right to participate in bids and impediments to contract with the Administration, for a term not exceeding two (2) years.

31.11. The infraction will be considered extremely serious when the GRANTING POWER finds, in view of the characteristics of the service rendered and the act practiced by the CONCESSIONAIRE, that its consequences are very harmful to the public interest, damaging the environment, the treasury or the continuity itself of the PURPOSE of the CONCESSION.

31.12. The commission of a very serious infraction will lead to the application of the following penalties, in isolation or concomitant with the penalty of fine:

a) a fine in the amount of up to R \$ 5,000,000.00, which will also be commenced,

when applicable, together with the determination of the adoption of necessary corrective measures;

b) Temporary suspension of participation in bidding and impediment to hire with the Administration, for a period not to exceed two (02) years;

c) IV - declaration of inability to bid or contract with the Government for as long as the reasons for the punishment continue or until rehabilitation is promoted before the authority that applied the penalty, which will be granted whenever the contractor reimburses the Administration for the resulting damages and after the expiration of the term of the sanction applied based on the previous section.

31.13. Without prejudice to the application of the penalties provided for in the previous sub-clauses, the reiteration, in time, of the contractual default by the CONCESSIONAIRE shall confer on the GRANTING Power the right to commence a moratorium fine, subject to the following intervals:

a) at least 0.00005% (five hundredths of a thousandths of a percent) and at the most 0.0001% (one hundredth of a thousandth of a percentage point) of the value of the annual revenue of the concessionaire, per day, until the regularization of the situation that characterizes light or medium nature; and

b) at least 0,00015% (fifteen hundredths of a thousandths of a percent) and at most 0,00025% (twenty-five hundredths of a thousandths) of the annual revenue of the concessionaire, per day, until the regularization of the situation that characterizes infringement of a serious or very serious nature.

31.14. For the following infractions, the application of the fine will follow the limits set forth in the table below, based on the amount of the annual sales of the CONCESSIONAIRE:

	Occurrence	Limit value of the fine to be PSYCHOLOGY
1.	Failure to supply to the GRANTING POWER of any documents and information pertinent to the CONCESSION	0.01% (zero point one percent) of the amount of the CONCESSIONAIRE's annual day
2.	Failure to keep inventory of goods current	0.05% (zero point five percent) of the amount of the CONCESSIONAIRE's annual Occurrence

3.	Delay in the deadline for termination of the IMPLEMENTATION PLAN in accordance with the provisions of this AGREEMENT	0.5% (zero point five) of the annual turnover of the CONCESSIONAIRE per day
4.	Non-payment of the capital stock in the implementation phase of the IMPLEMENTATION PLAN in accordance with the provisions of this AGREEMENT	0.25% (zero point twenty-five percent) of the annual CONCESSIONAIRE per day
5.	Not contracting or not maintaining in force, throughout the CONCESSION TERM , the insurance policies, in accordance with the provisions of this AGREEMENT	fine of up to 0.25% (zero point twenty-five percent) of the amount of the CONCESSIONAIRE's annual day
6.	Not contracting or maintaining contractual performance warranties in breach of the obligations set forth in this AGREEMENT	fine of up to 0.5% (zero point five percent) of the annual CONCESSIONAIRE per day
7.	3 warnings to the CONCESSIONAIRE, whether related to the same fact or not, have been made and not answered, within 30 working days of receipt.	0.05% (zero point five percent) of the amount of the CONCESSIONAIRE's annual Occurrence
8.	Absence of a certain mandatory item from the IMPLEMENTATION PLAN	0.05% (zero point five percent) of the amount of the CONCESSIONAIRE's annual VERIFICATION

31.15. For the purpose of calculating the values and limits of fines referred to in this chapter, the billing of the year prior to the infraction shall be used as a basis, except for the first year of the CONCESSION.

31.16. The GRANTING Power, in the definition of the fine penalty species and the dosimetry indicated in the previous subclasses, shall take into account the circumstances of each case in a motivated manner, always observing the proportionality between the severity of the fault and the intensity of the sanction, including when the number of visitors and promoters affected and the extension, in time, of the situation that characterized the infraction.

CLAUSE 32 ADMINISTRATIVE PROCEDURE FOR THE APPLICATION OF PENALTIES

32.1. The process of applying the sanctions provided for in this AGREEMENT will begin with the drafting of the corresponding infraction notice by the GRANTING POWER, containing the details of the infraction committed and the indication of the sanction potentially applicable, and will be executed in the legal form of punishment process of companies.

CHAPTER XIV - SETTLEMENT OF CONFLICTS

CLAUSE 33 SOLUTION OF DIVERGENCES BY MEDIATION

33.1. In the event of any controversy over the interpretation or execution of the CONTRACT, a mediation procedure must be initiated for a friendly and consensual solution of the divergence.

33.2. Mediation shall be instituted before the previously designated Commission, pursuant to article 2 of Federal Law 13.140 of June 26, 2015.

CLAUSE 34 - SETTLEMENT OF DIVERGENCIAS BY THE COMMISSION

34.1. Any disputes arising out of this AGREEMENT, which involve property rights and which have not been amicably resolved through the mediation procedure, may be settled through a Specially Designated Commission.

CLAUSE 35 - SETTLEMENT OF DIVERGENCIAS BY ARBITRATION

35.1. Disputes arising out of or relating to the CONTRACT shall be settled by arbitration, including as to their interpretation where applicable.

CHAPTER XV - INTERVENTION

CLAUSE 36 INTERVENTION

36.1. The GRANTING POWER may intervene in the CONCESSION, in order to ensure the adequacy of the provision of the service of the PURPOSE, as well as the faithful compliance with the pertinent contractual, regulatory and legal norms, in terms of article 32 et seq. Of Federal Law No. 8,987 / 95.

CHAPTER XVI – CONCESSION EXTINCTION

CLAUSE 37 EXTINCTION CASES

37.1. The CONCESSION will be considered extinct, observing the specific legal norms, when it occurs:

- a) a) Termination of the contractual term;
- b) the expropriation;
- c) the forfeiture;
- d) termination;
- e) cancellation; and
- f) Bankruptcy or extinction of the Concessionaire.

37.2. Once the CONCESSION is extinguished, all REVERSIBLE GOODS, rights and privileges attached to the CONCESSIONAIRE, including those transferred by the GRANTING POWER, or acquired by it, under the CONCESSION shall be returned to the GRANTING POWER.

37.3. 43.3 Upon termination of the ADMINISTRATIVE CONCESSION, there shall be the immediate assumption of the SERVICES by the GOVERNMENT, proceeding the necessary surveys, evaluations and assessments, and the occupancy of the premises and the use by the GOVERNMENT of all REVERSIBLE ASSETS.

37.4. 43.4 Upon termination of the AGREEMENT before its expiry, the GOVERNMENT, notwithstanding the other appropriate measures, may:

- a) occupy, temporarily, movable and immovable property and use staff employed in the provision of activities considered essential to the continuation of the CONCESSION; and
- b) 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 responsible for damages resulting from breach of obligations.

37.5. In any event of extinction of the CONTRACT, the GRANTOR shall assume, directly or indirectly and immediately, the operation of the CONCESSION, to guarantee its continuity and regularity.

CLAUSE 38 - TERMINATION OF THE CONTRACTUAL TERM

38.1. 44.1 The ADMINISTRATIVE CONCESSION is extinguished at the time of expiration of its term, therefore, it is extinguished the contractual relationship between the PARTIES, except those expressly set forth in this AGREEMENT.

38.2. Upon the advent of the contractual term, and except for the cases expressly provided in this AGREEMENT or those that have the consent of the GRANTOR, the CONCESSIONAIRE will be responsible for closing any contracts inherent to the CONCESSION and entered into with third parties, according to the rules for calculation and payment of the residual values, in accordance with current legislation, assuming all the resulting burdens.

38.3. Up to 06 (six) months before the date of termination of the contract, the GRANTING Power shall establish, jointly and with the cooperation of the CONCESSIONAIRE, an operational demobilization program, in order to define the rules and procedures for the assumption of the operation by the GRANTING POWER, or by authorized third party.

CLAUSE 39 TAKEOVER

39.1. The CONTRACTING AUTHORITY may, during the term of the CONTRACT, and for reasons of public interest, promote the resumption of the CONCESSION, according to the legislation and after previous payment, to the CONCESSIONAIRE, indemnity.

39.2. The indemnification due to the Concessionaire in case of expropriation will cover:

- a) The portions of the investments linked to the reversible assets and not yet amortized or depreciated, which have been made for the fulfillment of this agreement;
- b) all charges and burden arising from fines, termination and indemnities that may be due to suppliers, contractors and third Parties in general, including attorneys' fees, due to the consequent disruption of their contractual relationships; and
- c) all expenses caused by the expropriation, as well as the costs of early termination of the contracts entered into by the CONCESSIONAIRE for the execution of the PURPOSE OF THE CONCESSION.

39.3. The calculation of the indemnity value of non-amortized reversible goods shall be made on the basis of the book value contained in the financial statements of the concessionaire, determined in accordance with applicable law and the

relevant accounting rules, disregarded Effects of eventual revaluation of assets, except where this has been made with express and unqualified authorization in that sense of the granting authority.

39.4. The fines, indemnities and any other amounts owed by the CONCESSIONAIRE to the GRANTING POWER shall be deducted from the compensation provided for in the case of expropriation.

CLAUSE 40 EXPIRATION

40.1. In addition to the cases enumerated by Federal Law No. 8,987 / 95 and other cases provided for in this AGREEMENT, and without prejudice to the application of other applicable penalties, such as the fine, the GRANTING POWER may promote the expiration of the CONCESSION in the following cases:

- a) when the services PURPOSE of the CONTRACT are being repeatedly rendered or executed in an inadequate or deficient manner, based on the norms, criteria and other parameters defined in this AGREEMENT and its ANNEXES;
- b) when the CONCESSIONAIRE repeatedly fails to comply with contractual clauses or legal or regulatory provisions related to the CONCESSION;
- c) c) There is deviation made by the CONCESSIONAIRE from its corporate purpose;
- d) when there are significant delays in completing the deadline for completing the works, equal to or greater than 12 (twelve) months, leading to a significant and general deterioration in the quality of services rendered;
- e) when there is a change in the CONCESSIONAIRE's CONTROLLING stock, without previous and express approval of the GRANTING POWER, according to the provisions of this AGREEMENT;
- f) when the CONCESSIONAIRE paralyzes the services PURPOSE OF THE CONCESSION or compete for or lose or compromise the economic, financial, technical or operational conditions necessary for the adequate achievement of the PURPOSE of the CONCESSION;
- g) when the CONCESSIONAIRE fails to comply with the obligation to contract and keep the insurance policies in full force or when it does not maintain the GUARANTEE OF PERFORMANCE OF THE CONTRACT, under the terms of this AGREEMENT;
- h) when the CONCESSIONAIRE does not comply in a timely manner with the penalties imposed on it by the CONDUCTING POWER, including the payment of fines;

by virtue of the commission of the infractions foreseen in this AGREEMENT;

- i) when the CONCESSIONAIRE does not comply with the GRANTING CONTRACT order to regularize the provision of the services PURPOSE OF THE CONCESSION; and
- j) VII - the CONCESSIONAIRE is convicted in final judgment for tax evasion, including social contributions.

42.1. 46.2 The declaration of caducity of ADMINISTRATIVE CONCESSION should be preceded by the verification of the CONCESSIONAIRE'S default in an administrative proceeding, guaranteed the right of opportunity to be heard.

40.2. No administrative default process shall be instituted before the CONCESSIONAIRE has been notified, in detail, of the contractual breaches referred to in the previous sub clause, giving a reasonable period of time, not less than five (05) business days, to correct, if possible, the failures and transgressions and the framework in contractual terms.

40.3. Paragraph 4 – After the filing of the administrative process and the default is proven, the expiration shall be declared by the GRANTING AUTHORITY, irrespective of prior compensation, calculated in the course of the process.

40.4. 46.5 The declaration of caducity shall not result, to the GOVERNMENT, in any kind of responsibility for liens, charges, obligations or commitments with third parties entered into by CONCESSIONAIRE, especially with respect to labor, tax and social security obligations.

40.5. Once the expiration date has expired, indemnification to the CONCESSIONAIRE by the GRANTING AUTHORITY shall be limited to those portions of the investments linked to the REVERSIBLE GOODS, not yet amortized or depreciated, which have been carried out with the purpose of guaranteeing the continuity and up-to-date service, contractual damages and damages caused by the CONCESSIONAIRE.

CLAUSE 41 – CONTRACT RESCISSION

41.1 This CONTRACT may be terminated on the initiative of the CONCESSIONAIRE, in the event of non-compliance by the GRANTING Power of its obligations, by means of a special legal action for that purpose, pursuant to article 39 of Federal Law No. 8,987 / 95.

41.2. The services of the PURPOSE cannot be interrupted or paralyzed until the final sentence of the decision that decrees the termination of the CONTRACT.

41.3. The indemnification due to the CONCESSIONAIRE, in the case of judicial termination, will be equivalent to the expropriation.

CLAUSE 42 CONTRACT CANCELLATION

42.1. The CONTRACT may be annulled under the law, observing the principle of adversary and ample defense.

CLAUSE 43 - BANKRUPTCY OR EXTINCTION OF THE CONCESSIONAIRE

43.1. In the event of termination of the CONTRACT due to bankruptcy or termination of the CONCESSIONAIRE, the indemnity will be limited to the value of the installments of investments linked to REVERSIBLE GOODS, not yet amortized or depreciated, that have been made with the purpose of guaranteeing the continuity and actuality of the service granted, discounting the value of the contractual fines and any damages caused by the CONCESSIONAIRE.

43.2. The CONTRACTING AUTHORITY may, within a maximum period of twelve (12) months from the termination of the CONTRACT, promote a new bid for the service granted, granting the winner the direct payment of the indemnity payable to the FINANCIER (ES) of the former CONCESSIONAIRE.

43.3. 49.3 There may not be made the sharing of the respective corporate assets of the bankrupt CONCESSIONAIRE without the GOVERNMENT certifying by self-survey, the state in which the REVERSIBLE ASSETS are the returned, and make payment of amounts owed to the GOVERNMENT, by way of compensation or any other title.

CHAPTER XVI - FINAL PROVISIONS

CLAUSE 44 FULL CONTRACT

44.1. THE CONCESSIONAIRE declares that the CONTRACT and its ANNEXES constitute the totality of the agreements that regulate the CONCESSION.

44.2. The GRANTING POWER may propose the conclusion of an addendum to this CONTRACT, with the purpose of clarifying and detailing the contractual regulation issues.

44.3. The REGULATORY INSTRUMENT that is the purpose of the additive term referred to in the previous sub clause shall serve exclusively as a mechanism for detailing the obligations set forth in this AGREEMENT, and may not create new obligations, otherwise it may constitute changes to the contractual obligations set forth in this AGREEMENT.

CLAUSE 45 - COMMUNICATIONS BETWEEN THE PARTIES

45.1. 50.1 Communications between the PARTIES shall be made in writing and delivered:

- o I in hand, since evidenced by protocol;
- o III by registered mail, with acknowledgement of receipt; and
- o d) By e-mail, provided the reception.

45.2. The following addresses and electronic address, respectively, are considered for the purposes of sending the communications:

45.3. GRANTING AUTHORITY

45.4. CONCESSIONAIRE:

45.5. Any of the PARTIES may modify their postal address and electronic address, by means of communication to the other PARTY, as above.

45.6. In the omitted cases, the CONCESSIONAIRE should request guidance from the GRANTING POWER.

CLAUSE 46 EXERCISE OF RIGHTS

46.1. 53.1 If either PARTY allow, even by omission, the failure in whole or in part, of any term or condition of this AGREEMENT and its APPENDICES, this fact cannot release, exonerate or in any way affect or impair these same terms or conditions, which remain unchanged, as if no tolerance had occurred.

46.2. 53.1.1 In any event, the novation or waiver of rights will not be made, neither prohibit the further implementation thereof.

CLAUSE 47 PARTIAL INVALIDITY AND INDEPENDENCE BETWEEN THE

CLAUSES OF THE CONTRACT

47.1. 54.2 Whenever possible, each provision of this AGREEMENT shall be construed so as to become valid and effective in accordance with the applicable law.

47.2. 54.3 If any provision of this AGREEMENT is deemed unlawful, invalid, void or unenforceable by a court decision, it must be judged separately from the rest of the AGREEMENT, and replaced by lawful and similar provision, which reflects the intention embodied therein, in accordance with the limits of law.

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

CLAUSE 48 FORUM

48.1. The central forum of the District of Florianópolis, State of Santa Catarina, is hereby elected to resolve any controversy between the PARTIES arising from the CONTRACT that is not subject to the procedures of heterocomposition, as well as for the execution of the arbitration award and attendance of urgent matters.

IN WITNESS WHEREOF, the PARTIES hereto have duly executed and delivered this AGREEMENT in 02 (three) copies of equal content and form in the presence of witnesses, who also sign, in order to produce their legal and juridical effects.

Florianópolis / SC, _____ of _____ of 2019.

PARTIES:

MUNICIPALITY OF FLORIANÓPOLIS

CONCESSIONAIRE

WITNESSES:

INTERNATIONAL COMPETITION N ° ____ / SMA / DSLC / 2019

CONCESSION FOR IMPLANTATION, OPERATION, MANAGEMENT AND
MAINTENANCE OF THE URBAN AND MARINE PARK IN THE MUNICIPALITY OF
FLORIANÓPOLIS.

ANNEX

PREMISES FOR ECONOMIC AND FINANCIAL VIABILITY RESEARCH

The economic feasibility research should be able to assess the conditions for a project, process or service to become profitable.

In the case of the URBAN AND MARINE PARK project, the research aims to justify the TIME OF CONCESSION sent in the commercial proposal of PROPONENTE through a recognized methodology.

Therefore, the model that follows in this annex serves only as a minimum line for the evaluation to be facilitated.

You should compose the research:

- a. Present preliminary worksheet of main quantitative;
- b. Present preliminary budget of the construction costs of the enterprise, including pre-investment costs (research and survey values executed in this stage of the PMI and post-grant detail) and investment;
- c. Present preliminary basic budget of the operation costs of the enterprise;
- d. Present estimates of revenue and operating capacity of the enterprise;
- e. To present the research and evaluation of the financial performance of the enterprise as a whole in order to subsidize the public power;
- f. Present assumptions adopted for the preparation of the Business Plan (values of contingencies and other receivables considered in the research, total revenue generated by the project, total investment and other assumptions deemed necessary) and feasibility indicators of the research (internal rate of return, return, net present value of the project cash flow and other viability indicators judged necessary);
- g. To present the research and evaluation of the financial performance of the enterprise as a whole;
- h. Present an investment spreadsheet detailing the physical-financial schedule of the investments planned for the implementation of the project;
- i. Demonstration of the economic and financial viability of the model submitted by the interested party for the implementation of the project, as well as indication of the economic, social, environmental and operational advantage of the project.
- j. Risk matrix (identification, allocation and mitigation);
- k. Matrix of responsibilities (identification, allocation, mitigation and penalties);
- l. Tax aspects (taxation during project implementation and operation of the project).