



NOTICE OF AUCTION No. 01/2018
**CONCESSION TO EXPAND, MAINTAIN AND OPERATE THE AIRPORTS BELONGING TO THE NORTHEAST,
MIDWEST AND SOUTHEAST BLOCKS**

AUCTION No. 01/2018

ATTACHMENT 8

MODEL FOR BANK GUARANTEE

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Bank Guarantee Model

[City], [•] [•], 20__

To the National Civil Aviation Agency - ANAC
Setor Comercial Sul, Quadra 09, Lote C Ed.
Parque Cidade Corporate - Torre A CEP 70308-
200 - Brasília/DF – Brazil

Ref.: Letter of Guarantee No. [•] ("Letter of Guarantee") R\$ _____ (_____ Reais) (in conformity with the amount referred to in item 4.13 of the Notice)

1. Through this Letter of Guarantee, the Bank [•], headquartered at [•], registered with the CNPJ/MF under No. [•] ("Guarantor"), directly by itself and by any successors thereto, undertakes before ANAC as joint guarantor of [•], with headquarters at [•], registered with the CNPJ/MF under No. [•] ("Secured Party"), with the expressed waiver of the rights provided for in articles 827, 835, 837, 838 and 839 of Law No. 10.406 of January 10, 2002 (Brazilian Civil Code), for the faithful fulfillment of all the obligations assumed by the Secured Party in the bidding procedure described in ANAC's Notice 01/2018, whose terms, provisions and conditions, the Guarantor expressly declares acknowledgement and acceptance.

2. The Guarantor is required to pay ANAC a total value of up to R\$ _____ (_____ Reais) (according to the amount referred to in item 4.13 of the Notice) ("Guarantee") in case the Bidder incurs in the cases of execution of the guarantee of the proposal provided in Section III - Proposal Guarantee of CHAPTER IV – Notice DOCUMENTATION.

3. The Guarantor is also undertakes, within the scope of the aforementioned amount, for the damages caused by the Secured Party, including but not limited to, fines applied by ANAC related to the bid, committing to make the payments from such losses when required, within 48 (forty-eight) hours, from the receipt by the Guarantor, of the written notification sent by ANAC.

4. The Guarantor shall not claim any objection or opposition from the Secured Party, or invoked by it, in order to excuse itself from compliance with the obligation assumed before ANAC under the terms of this Letter of Guarantee.

5. In the event that ANAC files a legal action to demand compliance with the obligation referred to in this Letter of Guarantee, the Guarantor is obliged to pay the arbitration, judicial or extrajudicial expenses.

6. The Guarantee will be in force for a minimum term of 1 (one) year, as of the delivery date of the 1st volume, pursuant to item 5.1 and following of the Notice and according to the conditions mentioned in item 4.16 of the Notice.

7. The Guarantor declares that:

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- 7.1 This Letter of Guarantee is properly accounted, fully observing the regulations of the Central Bank of Brazil currently in force, in addition to complying with the provisions of the applicable Banking Laws;
- 7.2 The signatories of this instrument are authorized to provide the Guarantee on their behalf and under their responsibility; and
- 7.3 Its share capital is R\$ [•] ([•]), being authorized by the Central Bank of Brazil to issue Letters of Guarantee, and that the amount of this Letter of Guarantee, in the amount of R\$ (amount in Reais) is within the limits authorized by the Central Bank of Brazil.
8. The terms that have not been expressly defined in this Letter of Guarantee shall have their meanings attributed to them in the Notice.

[Notarized signature of the legal representatives]

Witness

Witness