



NOTICE OF AUCTION No. 01/2018
CONCESSION FOR THE EXPANSION, MAINTENANCE AND OPERATION OF AIRPORTS INTEGRATING THE
NORTHEAST, MIDWEST AND SOUTHEAST BLOCKS

ATTACHMENT 6 TO THE CONCESSION AGREEMENT

MODELS AND MINIMUM CONDITIONS FOR THE
PERFORMANCE BOND

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MODELS AND MINIMUM CONDITIONS FOR THE PERFORMANCE BOND

Minimum Terms and Conditions of the Surety Bond

1. Principal

- 1.1. Concessionaire

2. Obligee

- 2.1. ANAC

3. Purpose of the Bond

- 3.1. To ensure the faithful fulfillment of all obligations assumed by the Concessionaire before the Grantor under the terms of the Agreement, with the Obligee being indemnified in the amount set out in item 5 below in the event of any contractual breach, imposition of penalties and default.

4. Instrument

- 4.1. Surety Bond policy issued by an insurer duly organized and authorized to operate by the Private Insurance Authority (“Superintendência de Seguros Privados” - SUSEP), subject to SUSEP’s normative acts applicable to surety bonds.

5. Bond Amount

- 5.1. The Surety Bond Policy shall provide for the indemnity amounts, according to clause 3.1.66 of the Agreement.
- 5.2. The **Performance Bond** shall be adjusted annually, from the effective date of the agreement, by the Consumer Price Index – IPCA.

6. Term

- 6.1. The Surety Bond Policy shall have a minimum term of twelve (12) months and must be renewed in accordance with the provisions of the Concession Agreement.

7. Additional Provisions.

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7.1. The e Surety Bond Policy shall contain the following additional provisions:

- i. Statement by the Insurer that it knows and accepts the terms and conditions of the Concession Agreement and the Notice;
- ii. Prohibition of the cancellation of the Surety Bond Policy for lack of total or partial payment of the premium;
- iii. After confirmation of non-compliance by the Principal, of the obligations covered by the Surety Bond Policy, the Obligee shall be entitled to demand from the Insurer the indemnity due, when the notification made to the Principal is unsuccessful;
- iv. That, upon the expiration of the Concession, ANAC may execute the Surety Bond policy for the reimbursement of any losses; and
- v. The legal issues that arise, between the Insurer and the Obligee shall be resolved in the jurisdiction of the Obligee's domicile.

The terms that are not expressly defined in this Attachment shall have the meanings attributed to them in the Concession Agreement.

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Bank Guarantee Model

[City], [•] [•], 20__

To ANAC
[•]

Ref.: Letter of Guarantee No. [•] ("Letter of Guarantee") R\$ [·] (· Reais)

1. Through this Letter of Guarantee, the Bank [•], headquartered at [•], registered with the C.N.P.J.M.F. under No. [•] ("**Guarantor Bank**"), directly by itself and by any successors thereto, undertakes before the **NATIONAL CIVIL AVIATION AGENCY**, member of the indirect Federal Administration, with headquarters in Brasília, Federal District, at Setor Comercial Sul, Quadra 09, Lote C, Ed. Parque da Cidade Corporate - Torre A, expressly waiving the rights provided in articles 827, 835, 837, 838 and 839 of Law No. 10.406, dated January 10, 2002 (Brazilian Civil Code), for the faithful fulfillment of all obligations assumed by [•], a company incorporated in the form of a corporation, with headquarters in [City], State of [•], at [address], registered with the National Registry of Legal Entities of the Ministry of Finance, under No. [•], ("**Obligor**"), in the Agreement for the provision of the Expansion, Maintenance and Operation of the Airports Members of the Northeastern Block ("**Agreement**") signed between **ANAC** and the Obligor, whose execution took place on [•], and whose terms, clauses and conditions the Guarantor expressly declares acknowledgement and acceptance.
2. As a consequence of this Letter of Guarantee, the Guarantor Bank is obliged to pay **ANAC**, in case of breach of the obligations assumed by the Obligor in the A, the following amounts, for each period of the Concession:

(Amounts according to clause 3.1.66 of the Agreement)

COMMENT (1): The values indicated above must be adjusted annually, from the effective date of the Agreement, by the Consumer Price Index – IPCA.

3. In addition, the Guarantor is also obliged, within the scope of the amounts indicated above, to pay for damages caused by the Obligor, as well as fines imposed by ANAC related to the Agreement, amounts resulting from contractual default, committing to make the payments arising from these securities when required, within a maximum period of 48 (forty eight) hours from the receipt by the Guarantor of the written notification forwarded by ANAC.
4. The Guarantor may not admit any objection or opposition of the Obligor or invoked by it in order to excuse itself from the fulfillment of the obligation assumed before ANAC under the terms of this Letter of Guarantee.
5. The Guarantor and the Obligor cannot amend any of the terms of the Guarantee without prior and expressed authorization from ANAC.

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6. Whenever the Obligor uses part of the total Guarantee, the Guarantor undertakes to immediately notify the Obligor so that the latter may, within 10 (ten) business days of the use, restore the full amount of the Guarantee.
7. In the event that ANAC files a lawsuit to demand compliance with the obligation referred to in this Letter of Guarantee, the Guarantor is obligated to pay the judicial or extrajudicial expenses.
8. The Guarantee will be in force for a minimum term of one (1) year, as of this date, in accordance with the conditions mentioned in Clause 3.1.70 of the Agreement.
9. The Guarantor declares that:
 - 9.1. 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;
 - 9.2. the signatories of this instrument are authorized to provide the Guarantee on their behalf and under their responsibility; and
 - 9.3. 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 \$ [•] (• Reais) , is within the limits authorized by the Central Bank of Brazil.
10. The terms that have not been expressly defined in this Letter of Guarantee will have the meanings attributed to them in the Concession Agreement.

[Notarized signature of the representatives]

Witness

Witness