

**AUCTION NOTICE No. 01/2020**

**APPENDIX 8**

**BANK SECURITY MODEL**

## Bank Security Model

[Location], [month][day] 20\_\_

National Civil Aviation Agency - ANAC Setor Comercial Sul, block 09, Lot C Ed. Parque da Cidade Corporate - Tower A Code 70308-200 - Brasília / DF - Brazil

Ref.: Bank Guarantee charter. No. [•] ("Guarantee charter") R\$ \_\_\_\_\_ (\_\_\_\_\_ Reais)  
(according to the amount referred to in item 4.13 of the Notice)

1. By this Guarantee charter, the Bank [•], headquartered in [•], registered with the CNPJ under number [•] ("Guarantor Bank"), directly by itself and by its eventual successors, undertakes before the ANAC as solidary guarantor of (a), with headquarters in [•], registered with CNPJ under number [•] ("Secured"), with express 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 obligations assumed by Secured in the bidding procedure described in Auction Notice 01/2020 of ANAC, whose terms, provisions and conditions the Guarantor bank expressly declares to know and accept.

2. The guarantor bank is obliged to pay to ANAC a total amount of up to R\$ \_\_\_\_\_ (\_\_\_\_\_ Real) (according to the amount referred to in item 4.13 of the Tender Protocol ("Guarantee") in the event that the proponent incurs in the execution hypotheses of the guarantee of the proposal provided for in Section III - Proposal Guarantee of CHAPTER IV - DOCUMENTATION of the Notice.

3. The guarantor bank is also obliged, within the scope of the amount identified above, for the losses caused by Secured, including, but not limited to, fines imposed by ANAC related to the bidding process, committing itself to make the payments arising from these losses when required, within a maximum period of 48 (forty-eight) hours, counted from the receipt, by the guarantor bank, of the written notification sent by ANAC.

4. The guarantor bank shall not claim any objection or opposition from secured or invoked by it for the purpose of excusing itself from complying with the obligation assumed before ANAC under the terms of this Guarantee charter.

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

6. The Guarantee shall be in effect for a minimum period of 1 (one) year, counting from the delivery date of the documents referred to in item 5.1 of the Public Notice and in accordance with the conditions mentioned in item 4.16 of the Public Notice.

7. The Guarantor Bank declares that:

7.1 Guarantee charter is duly accounted for, fully observing the regulations of the Central Bank of Brazil currently in force, in addition to complying with the precepts of the applicable Banking Law;

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 the Guarantee charter, and that the value of this Guarantee charter, in the amount of R\$ (Amount in Reais), is within the limits authorized by the Central Bank of Brazil.

8. Terms that have not been expressly defined in this Guarantee charter will have the meanings assigned to them in the Public Notice.

[Legal representatives with notarized signature]

Witness

Witness