



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

ANNEX III – CONTRACT FOR ENGINEERING SERVICES

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INTRODUCTION

The purpose of this ANNEX is to regulate the standards and procedures to be met by the CONCESSIONAIRE throughout implementation of the INTERVENTIONS, including: (I) the applicable legislation; (II) guidelines for devising projects relating to the construction works described hereunder; (III) project delivery and presentation method; and (IV) additional guidelines and technical requirements to be met by the CONCESSIONAIRE.

Guidelines for carrying out the MINIMUM STARTING INVESTMENT, in addition to specific regulations concerning RESTORATION works – whose performance also constitutes an obligation on behalf of the CONCESSIONAIRE – are described hereunder.

The following assets comprise CAMINHOS DO MAR:

No	Type	Park Area	Item
1	User support	Plateau	Support Base 1 - São Bernardo do Campo
2	User support	Mountain	Support Base 2 - Cubatão
3	User support	Plateau	São Bernardo do Campo Reception Service
4	User support	Mountain	Alto da Serra Guest House
5	User support	Mountain	Cubatão Reception Service
6	User support	Plateau	Parking space
7	User support	Plateau	Support Base 3 – EMAE S.A.
8	Historical Monument	Plateau	Paranapiacaba Resting Place
9	Historical Monument	Plateau	Ruins
10	Historical Monument	Mountain	Pico Landmark
11	Historical Monument	Mountain	Belvedere Circular Monument
12	Historical Monument	Mountain	Maioridade Ranch
13	Historical Monument	Mountain	Padrão do Lorena Monument
14	Historical Monument	Mountain	Pontilhão da Raiz da Serra Monument
15	Historical Monument	Cubatão	Cruzeiro Quinhentista Monument
16	Historical Monument	Mountain	Calçada do Lorena Road
17	Attraction	Plateau and Mountain	Caminhos do Mar Highway – SP 148, from km 38.1 to km 50.7

RESTORATION of MONUMENTS listed in the table above shall take into account, in addition to the provisions of items 1 to 10, when applicable, specific RESTORATION guidelines specified in item 11, as well as the DETAILED ENGINEERING DESIGN FOR RESTORATIONS described in ANNEX IV.

1. INTERVENTIONS AND MINIMUM STARTING INVESTMENT

1.1 Upon carrying out INTERVENTIONS, which are comprised by the MINIMUM STARTING INVESTMENT specified in item 1.4, the CONCESSIONAIRE shall be responsible for:

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- I. assessing the types of INTERVENTIONS and where they will be carried out, unless regulated otherwise, provided the minimum parameters specified in item 1, as well as additional regulations foreseen hereunder and throughout the CONTRACT, are upheld;
 - II. bear all expenses required for carrying out the INTERVENTIONS, complying with the CONTRACT's risk allocation. In these cases, the CONCESSIONAIRE shall not claim that events, acts or facts of any nature will result in requests for economic-financial review of the CONTRACT.
 - III. submit all permits and approvals required for carrying out the INTERVENTIONS regulated hereunder.
- 1.2 Upon devising its INTERVENTION PLAN, the CONCESSIONAIRE shall uphold the following conditions:
- I. potential demolitions or deconstructions of buildings not listed as heritage buildings by historical and cultural heritage entities shall necessarily have the GRANTING AUTHORITY's non-objection, following a hearing at the competent state body, and notwithstanding fulfillment of legislation provisions that apply to the INTERVENTION to be carried out;
 - II. notwithstanding the provisions of subsection I, RESTORATION works pursuant to item 11 and ANNEX IV shall be previously approved by the GRANTING AUTHORITY, in addition to already having been approved by CONDEPHAAT, and the CONCESSIONAIRE shall have the duty of securing potential permits and additional approvals required to carry out the INTERVENTION, if applicable, **in addition to fulfilling requirements specified in the authorizations.**
- 1.3 The CONCESSIONAIRE shall carry out the MINIMUM STARTING INVESTMENT set forth hereunder within 36 (thirty-six) months effective the date of execution of the TERM OF DELIVERY OF THE PUBLIC ASSET.
- 1.3.1. In case delivery of INTERVENTIONS listed in item 1.3 is delayed, the CONCESSIONAIRE shall be subject to the penalties described in ANNEX XVI.
- 1.4 The CONCESSIONAIRE shall obligatorily provide the following facilities, which comprise the MINIMUM STARTING INVESTMENT, to CAMINHOS DO MAR USERS:
- I. General basic facility repair services, such as changing power inputs and fragile wire cabling in all building projects that fail to meet the current technical standards;
 - II. Ticket office, pursuant to the terms of item 1.5;
 - III. Food Catering Services, pursuant to the terms of item 1.6;
 - IV. Zip Line, pursuant to the terms of item 1.12;
 - V. Convenience Store, pursuant to the terms of item 1.7;
 - VI. Parking space, pursuant to the terms of item 1.8;
 - VII. Alto da Serra Guest House, pursuant to the terms of item 1.9;
 - VIII. The following Support Bases:
 - a. São Bernardo do Campo, pursuant to the terms of item 1.10;
 - b. Cubatão, pursuant to the terms of item 1.10; and
 - c. EMAE S.A., pursuant to the terms of item 1.11.

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- 1.5 Upon installing the Ticket Office, the CONCESSIONAIRE shall provide proper facilities to offer services to USERS, including physical and electronic means that enable the purchase of tickets and future potential services, and shall provide a closed area to protect CAMINHOS DO MAR's visitors from bad weather conditions (sun and rain). Moreover, the premises shall feature a welcoming visual and architectural identity, always seeking to fulfill the PERFORMANCE INDICATORS (V1 – Quality of Services Rendered).
- 1.6 At least one facility shall be used exclusively to carry out Food Catering Services, such as a snack bar, coffee shop or restaurant;
- 1.7 The Convenience Store shall include the sale of products, particularly convenience products for activities undertaken at CAMINHOS DO MAR (mosquito repellent, sunscreen, water, sports drinks, among other things).
- 1.8 The parking space shall be rehabilitated, with its grounds overhauled, pursuant to the provisions of ANNEX II. To this end, paving and accesses shall be redone, fences and signs put up, and insurance coverage obtained, in addition to purchasing access control equipment, such as turnstiles, gates, among other things required for operations. Spaces for cars, buses and other support vehicles shall be provided for.
- 1.9 INTERVENTIONS promoted at the Alto da Serra Guest House shall be geared towards renovating the building project, planning ahead for electrical, hydraulic, information technology, floor tiling, roofing, castle, doors, windows, restrooms, wet areas, finishes, accessible features and layouts, in addition to minimum furnishings needed to enable use of the grounds.
- 1.10 Concerning Support Base 1 – São Bernardo do Campo, and Support Base 2 – Cubatão, INTERVENTIONS shall be carried out so as to enable proper performance of access control activities. Should the CONCESSIONAIRE deem necessary, it may use the building project as a reception entrance, setting up facilities like a ticket office as well as others described in item 1.4.
- 1.11 In case it chooses to use Support Base 3 - EMAE S.A., the CONCESSIONAIRE shall set up a new reception entrance for EMAE S.A. featuring the same footage and area available for use at the entrance of the company's private access area, as well as a new entrance gate, while additionally taking responsibility for carrying out access controls in these grounds of the Alto da Serra Guest House. In case the Support Base 3 - EMAE S.A building project is undergoing renovations for EMAE S.A.'s use, the latter shall refurbish the outside façade of the building, whereas the CONCESSIONAIRE shall keep access clear to EMAE S.A.'s staff and allow them to stay on the grounds.
- 1.12 The Zip Line mechanism shall be at least 500 meters long and have a minimum installed capacity of approximately 40 (forty) rides per day.
- 1.13 Maintenance, restoration and conservation of the paved road, and of signalling, drainage, embankments and special art works shall refer to the CONCESSION AREA, starting on km 38.1, after the junction and road's side exit, and ending on km 50.7 of Highway SP-148, in addition to Alto da Serra Guest House's side entrance.

2. GUIDELINES FOR BUILDING AND RENOVATING CONSTRUCTIONS

- 2.1. New and renovated building projects shall abide by a cohesive and consistent visual and architectural identity proposal throughout the entire CONCESSION AREA.
- 2.2. New and renovated constructions shall be planned out so as to be fully and harmoniously integrated with the natural environment, therefore causing a low visual impact on the scenery.
- 2.3. Sustainability concepts shall be applied when developing and executing designs. The choice of building

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construction techniques and systems shall focus on strong, durable and efficient solutions that abide by sustainability concepts, with the aim of promoting energy efficiency and economy of water, construction material and other natural resources, in addition to enabling functional comfort.

- 2.4. All building projects shall take into account accessibility standards, thereby allowing grounds constructed to be accessed, operated and used by any person. In the case of people with disabilities using wheelchairs, the CONCESSIONAIRE shall take into account spaces required for their movement, as well as providing accessible furnishings.
- 2.5. It shall carry out INTERVENTIONS aimed at water supply, and sanitary sewage collection, treatment and disposal in each building project. Building projects currently have septic tanks. In the case of MONUMENTS, the Detailed Engineering Design provides for local sanitation construction works to be carried out.
- 2.6. Together with refurbishment works, the CONCESSIONAIRE shall endeavor to devise communications pieces, portable panels and hoarding, among other types of furnishings aimed at helping USERS spot access restrictions to grounds potentially undergoing INTERVENTIONS, but which, at the same time, do not cause visual impacts on the environment, with these materials therefore enabling the best possible use of grounds where USERS are allowed transit.
- 2.7. INTERVENTIONS shall preserve, whenever possible, the current vegetation, employing solutions to include vegetation on renovations and new constructions.
- 2.8. INTERVENTIONS shall mitigate impact with PESM park's fauna, such as, for instance, birds hitting glass windows, electrical shocks, among other things, but also including, with regard to the Detailed Engineering Design for Restoration of the Ruins' Historical Monument, application and provision of a see-through adhesive film to reduce occurrence of birds hitting glass surfaces;
- 2.9. INTERVENTIONS included in the CONCESSIONAIRE's INTERVENTION PLAN shall uphold the need to be compatible with the MANAGEMENT PLAN.

3. DEVISING BASIC INTERVENTION PROJECTS

- 3.1. INTERVENTIONS to be recommended by the CONCESSIONAIRE shall be submitted as a Basic Project, and include drawings, memorandum, and service and cost spreadsheets.
- 3.2. The document to be submitted by the CONCESSIONAIRE shall enable both the CONCESSIONAIRE and the FF to be able to fully grasp all results intended with regard to design methods, construction materials, finishes and building project timetable, among other things to be deployed while construction works are underway. The following measures shall be sought out and described in the design:
 - I. performing services and construction works in full compliance with the applicable ABNT standards, as well as the best engineering practices, in pursuit of the highest quality possible;
 - II. optimizing reuse of construction materials;
 - III. devising plans and undertaking efforts aimed at monitoring and mitigating environmental risks;
 - IV. devising plans and undertaking efforts aimed at monitoring and mitigating safety risks;
 - V. controlling waste from the construction site and work fronts, including taking measures to avoid occurrences of leaks, emissions or release of waste or products that are harmful to the environment;
 - VI. planning and overseeing construction work logistics, including signage and interfacing with the population, concessionaires and public entities;
 - VII. controlling transit of vehicles and equipment, thereby mitigating impacts on CAMINHOS DO MAR's

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daily routine, and on vehicle traffic restrictions on Highway SP-148;

- VIII. fulfilling deadlines specified in the timetables; and
- IX. focusing on defining and futurely using eco-friendly construction materials on temporary construction works (construction sites, temporary or permanent accesses etc).

4. LEGISLATION AND STANDARDS

4.1. The CONCESSIONAIRE shall comply with the applicable regulation provisions for INTERVENTIONS currently underway at the time the Basic Project is devised, particularly the following ones:

- I. Construction Works and Building Code currently in place in CONCESSION AREA Municipalities;
- II. Strategic Master Plan, which regulates and arranges Land Use and Occupation;
- III. ABNT's NBR 9050 Standard, which addresses the matter of accessibility;
- IV. Federal Decree No. 5.296/2004, which regulates Federal Law No. 10.048/2000, focusing on services rendered; and Federal Law No. 10.098/2000, which sets forth general standards and basic criteria to foster accessible features for people with disabilities or reduced mobility;
- V. State Decree No. 56.819/2011, which introduces Fire Safety Regulations for building projects and risk areas, for purposes of fulfilling State Law No. 684/1975; Technical Guidelines of the State of São Paulo Fire Department; and ABNT's NBR 9077 standard;
- VI. State Decree No. 48.138/2003, which sets forth measures aimed at reducing water consumption and rationalization for the State of São Paulo;
- VII. Federal Decree No. 4.059/2001, which regulates Federal Law No. 10.295/2001, which, in turn, legislates in relation to the National Policy on Conservation and Rational Use of Energy, as well as setting forth additional steps;
- VIII. The Secretariat of Culture's Resolution No. 40 of June 6, 1985, which legislates in relation to the State of São Paulo's Serra do Mar and Parnapiacaba being listed as heritage sites;
- IX. Decree No. 163/2009 of the National Institute of Metrology, Standardization and Industrial Quality – INMETRO, which establishes the Technical Regulations for Energy Efficiency Labelling of Commercial Buildings (RTQ-C), which includes the necessary criteria to rate the building's energy efficiency level;
- X. Decree No. 185/2009 of INMETRO, which establishes the Regulations for Evaluating Energy Efficiency Compliance Levels of Commercial, Service and Public Domain Buildings (RAC-C), which describes procedures for evaluating buildings' features to label them at an Inmetro-accredited Inspection Laboratory;
- XI. Standards of the Brazilian National Standards Organization – ABNT. In case there are no Brazilian Technical Standards, International Technical Standards shall apply.
- XII. Instructions and resolutions of CREA/CONFEA System entities;
- XIII. Any other legislation, standards and regulations that apply or may potentially replace the abovementioned legislation.

5. DEFINITION OF THE BASIC PROJECT

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- 5.1. The planned and/or renovated building project shall have a volumetric construction with suitable proportions, aimed at not contrasting with the local landscape, which is an environmental protection landmark. An architectural design concept shall be created so as to acknowledge the value of the environment both in regard to building project features and building projects' construction methods and materials used, showing that artificial INTERVENTIONS can make up natural environments.
- 5.2. All accesses shall endeavor to lead to a gradual change in living spaces, always upholding all current accessibility standards so as to enable everyone's transit in the grounds. Methods shall be implemented according to the best practices in sustainability. Furthermore, recommendations shall be made for using light and manufactured materials for finishes, focusing on rationalized and standardized construction methods, consequently reducing waste generation on the construction site, as well as the time required for working on the site.
- 5.3. Basic Project shall bring forward, in a clear way, the architectural design approach employed, featuring plans, elevations and sections in scaling large enough for viewing of the structural concept and/or complementary facilities, as the case may be (grids or systems).
- 5.4. Definition of the architectural design approach shall be a responsibility of the contracted party, which shall recommend INTERVENTIONS capable of developing recommended activities more efficiently, together with technical responsibilities concerning engineering and architectural regulations, paying specific attention to:
 - I. structural assessment – all spots requiring structural recovery shall be appraised, with the aim of ensuring that use of the building is entirely safe for employees, USERS and all other visitors;
 - II. recommending INTERVENTIONS on layouts to enable high quality inside living spaces, replacing inside coverings and finishes with high quality aesthetic and durable inside finishes;
 - III. recovering electrical and hydraulic facilities to meet current standards, installing an ATMOSPHERIC DISCHARGE PROTECTION SYSTEM – SPDA on exposed spots;
 - IV. recovering façades with frames and all materials comprising it, signalling necessary replacements or improvements concerning the intended safety of use and aesthetic quality;
 - V. installing consistent sewage collection and treatment systems that meet CONAMA's standards for each case, signalling guidelines on how to deactivate septic tanks currently unable to meet the required standards; and
 - VI. The CONCESSIONAIRE may recommend improvements made by INTERVENTIONS on the current architecture.
- 5.5. These recommendations shall be complemented by a brief descriptive memorandum featuring basic general specifications for materials and finishes to be used, therefore allowing for cost estimates to be made, in addition to including:
 - I. Specification of Construction Materials: all construction materials used in the design shall be evaluated, preferably focusing on those that are not harmful to the environment in regard to both their production and extraction, as well as their use in the construction site. Some of these include reforested wood treated against termites, fungus and humidity (*eucalyptus citriodora* and pine), both in regard to building project structures and their complements. Parameters relating to the architectural concept and construction materials to be used in executing the design shall be defined at the time of the presentation;
 - II. Cost Estimate of Construction Works: shall include construction area and costs for carrying out construction works, with all due sums considered by the company, and may use benchmark bulletins or market values; and

III. Scale to be used for presentation: 1:100.

6. DELIVERY AND PRESENTATION METHOD

- 6.1. Before carrying out any INTERVENTIONS, the CONCESSIONAIRE shall submit a Basic Project complying with the provisions of items 3, 4 and 5 hereunder.
- 6.1.1. To submit documentation, the CONCESSIONAIRE shall use the address provided for under Clause 61.5 of the CONTRACT.
- 6.2. With up to 5 (five) working days following receipt of documentation submitted, the GRANTING AUTHORITY shall appraise the admissibility of the Basic Project in regard to submission of all documents and information deemed necessary. In case the CONCESSIONAIRE fails to submit a requested document or information, the GRANTING AUTHORITY shall return the documentation submitted and request the CONCESSIONAIRE to submit it again, but including information that was missing. This specific situation of submitting documentation or information entails a new admissibility appraisal of the documentation.
- 6.3. Following a favorable admissibility decision, the GRANTING AUTHORITY shall have 30 (thirty) days to carry out a substantial appraisal of all documentation submitted, and it shall also have the prerogative to either fully accept the document or request changes.
- 6.3.1. Should the GRANTING AUTHORITY fail to manifest itself within the deadline set forth above, the CONCESSIONAIRE may deem the Basic Project accepted without restrictions, consequently starting the construction works without the need for receiving notification by the GRANTING AUTHORITY on its approval, except for cases in which INTERVENTIONS entail: I) vegetation suppression; or II) in the case of MONUMENTS listed in item 11.8, which shall require the GRANTING AUTHORITY's express approval, as described in item 1.2, subsection II.
- 6.3.2. The GRANTING AUTHORITY shall have the prerogative to reject the Basic Project submitted:
- I. regarding the STARTING MINIMUM INVESTMENT, in case of non-compliance with the minimum parameters set forth hereunder, particularly the provisions of items 1 and 2;
 - II. regarding INTERVENTIONS, in case of non-compliance with the foreseen technical and environmental requirements specified in item 2 hereunder; and
 - III. regarding INTERVENTIONS, in case errors and/or technical flaws are verified while drafting the Basic Projects, whether due to non-compliance with the requirements described in item 3, or due to the legislation specified in item 4, both of which are included in this ANNEX;
- 6.4. In case the Basic Project is fully accepted by the GRANTING AUTHORITY, with none of the possibilities specified in item 6.3.2 coming about, the CONCESSIONAIRE may begin project-related INTERVENTIONS upon receipt of notification by the GRANTING AUTHORITY notifying its acceptance.
- 6.5. In case the GRANTING AUTHORITY requests changes to the Basic Project submitted, the CONCESSIONAIRE shall have up to 10 (ten) days to submit justifications concerning requests made by the GRANTING AUTHORITY.
- 6.5.1. The CONCESSIONAIRE shall have 10 (ten) days to appraise justifications submitted by the CONCESSIONAIRE.
- 6.6. Should both parties agree that a new Basic Project needs to be devised based on the GRANTING AUTHORITY's requests, the CONCESSIONAIRE shall have 30 (thirty) days to submit a new Basic Project for approval, thereby starting the proceeding specified in item 6.2 again.

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- 6.7. In case the projects require adjustments or redrafting, the terms set forth under the CONTRACT as deadlines to complete the INTERVENTIONS shall not be changed, except if any errors or flaws are proven in the CONCESSIONAIRE's appraisal.
- 6.8. After completion of the construction works, the CONCESSIONAIRE shall submit the building project's "as-built", pursuant to the provisions of item 10 hereunder.

7. TECHNICAL RESPONSIBILITY ANNOTATION AND LIABILITY

- 7.1. A Civil Engineer and/or Architect, as applicable, shall be responsible for devising the Basic Project, who shall also provide issuance of a Technical Responsibility Annotation – ART, or Technical Term of Responsibility - RRT, at the professional category's council – CREA/CU, which shall be delivered together with the remaining documents. The liability concerning the performance stage of all planned services shall entail issuance of a new ART/RRT, and shall be conditioned on clearance to start the construction works.

8. IDENTIFICATION SIGNS

- 8.1. In its appraisal, the CONCESSIONAIRE or contracted company shall consider, at its own expense and before the start of construction works, installing signs in a visible place, and in mutual agreement with inspection services.

9. PRECAUTIONARY MEASURES RELATING TO THE CONSERVATION UNIT

- 9.1. The CONCESSIONAIRE shall be briefed on, as well as providing its own BRIEFING, on procedures and precautionary measures that it shall take with its employees, and its own undertaking of services and construction works, taking into account the fact that this concerns an intervention in an Integral Protection Conservation Unit, where nothing can be removed, and fishing and hunting activities are prohibited. Any damages or losses to the Conservation Unit as a consequence of any act or omission carried out by the CONCESSIONAIRE, its subcontractors, employees or agents shall be repaired/compensated by the CONCESSIONAIRE, under the terms of the current legislation.
- 9.2. The CONCESSIONAIRE shall take all necessary precautionary measures and steps that apply to undertaking construction works inside a Integral Protection Conservation Unit. Construction works shall be planned so as to cause the least possible impact on local fauna and flora. All company employees, including outsourced personnel, shall be notified and made aware of the vulnerability of the environment, as well as on specific traits pertaining to the trails and attractions that are the object of this CONTRACT.

10. AS-BUILT

- 10.1. Upon completion of services in every building project where INTERVENTIONS, adjustments and maintenance are to be carried out, the CONCESSIONAIRE shall provide all additional drawings and detailings in order to enable full comprehension of every element comprising each building exactly "as-built," thereby making all future interventions easier to carry out. Designs shall include at least the following for each building project:
 - I. Plot plan;
 - II. General plan;
 - III. Floor plan;

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- IV. Layout plan recommended for the proposed venture;
 - V. Roof plan;
 - VI. 4 sections;
 - VII. 4 elevations;
 - VIII. Framing details;
 - IX. Hydraulic Plan (hot and cold water, and stormwater);
 - X. Hydraulic Plan (sewage);
 - XI. Electrical circuit and distribution switchboard plans;
 - XII. Electrical plan including socket outlet/switch locations;
 - XIII. Lighting plan;
 - XIV. LPS (Lightning Protection System) Plan;
 - XV. Additional detailing required, as the case may be;
 - XVI. Multi-storey plan and tile layout;
- 10.2. The CONCESSIONAIRE shall abide by technical standard NBR 14645-1: Devising “*As-Built*” drawings for Building Projects. This effort entails investigating all current measures and turning information appraised into a technical drawing and descriptive memorandum, so as to denote the current status of the entire venture.
- 10.3. This record shall include drawings in DWG and PDF electronic formats, and all documents shall be handed over in physical formats, in sizes consistent with the scale used, and shall additionally be signed and recorded in digital media.

11. ON RESTORATIONS

- 11.1. INTERVENTIONS pertaining to RESTORATION works regulated hereunder shall be carried out by the CONCESSIONAIRE or by third parties it contracts, in compliance with its POLICY FOR TRANSACTIONS WITH RELATED PARTIES, as applicable.
- 11.1.1. The CONCESSIONAIRE shall complete INTERVENTIONS concerning RESTORATION works up to 21 (twenty-one) months effective the date of execution of the TERM OF DELIVERY OF THE PUBLIC ASSET.
- 11.1.2. In case delivery of the INTERVENTIONS mentioned in the item above are delayed, the CONCESSIONAIRE shall be subject to the penalties specified in ANNEX XVI.
- 11.1.3. The following shall be deemed DISBURSEMENT EVENTS relating to RESTORATION RESOURCES, pursuant to ANNEX IV; and
- I. Completion of the Pico Landmark;
 - II. Completion of the Pontilhão Raiz da Serra Monument;

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- III. Completion of the Belvedere Circular Monument;
- IV. Completion of the Cruzeiro Quinhentista Monument;
- V. Completion of the Calçada do Lorena Road;
- VI. Completion of the Padrão do Lorena Monument;
- VII. Completion of the Maioridade Ranch;
- VIII. Completion of the Ruins; and
- IX. Completion of the Paranapiacaba Resting Place.

11.1.3.1. To secure resources relating to RESTORATION works, the CONCESSIONAIRE shall issue a DOCUMENT OF COMPLETION OF THE DISBURSEMENT EVENT, regardless of the order of completion of the INTERVENTIONS described in the previous sub-item, submitting it to the FF or third party contracted by it, for the FF to issue its respective acceptance.

11.1.3.2. Issuance of acceptance by the FF is a requirement for clearance of resources for the respective INTERVENTIONS relating to RESTORATION works carried out by the FF, as regulated under ANNEX XI.

11.2. The CONCESSIONAIRE shall follow the Detailed Engineering Design duly approved by the competent bodies, as described in ANNEX IV.

11.3. Within 90 (ninety) days effective the DATE OF EXECUTION, the CONCESSIONAIRE shall submit the RESTORATION TIMETABLE to the GRANTING AUTHORITY.

11.3.1. The CONCESSIONAIRE shall notify the GRANTING AUTHORITY on any changes made to the RESTORATION TIMETABLE.

11.4. The FF shall be in charge of inspecting, verifying and monitoring RESTORATION-related INTERVENTIONS, ensuring the GRANTING AUTHORITY or company appointed by it, that it will carry out inspection activities, as well as checking up on the progress and quality of the construction works.

11.4.1. The CONCESSIONAIRE undertakes to henceforth grant free access to the GRANTING AUTHORITY or to any other person or entity appointed by the GRANTING AUTHORITY, in regard to CAMINHOS DO MAR information, assets and facilities.

11.5. As a condition required for the FF to issue its acceptance, the CONCESSIONAIRE shall submit the concerning DOCUMENT OF COMPLETION OF THE DISBURSEMENT EVENT to justify the clearance of resources concerning the respective DISBURSEMENT EVENT.

11.6. Regardless of the terms set for the events under item 11.2.4, or of payment of each installment relating to the DISBURSEMENT EVENT, the CONCESSIONAIRE, while making progress in its construction works, shall plan for these events at its own discretion, provided fulfillment of the conditions required for determining existence of an advanced DISBURSEMENT EVENT is proven.

11.7. The following MONUMENTS shall be objects of RESTORATION works, under the terms of this CONCESSION, as described below:

- I. Paranapiacaba Resting Place;
- II. Ruins;

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- III. Pico Landmark;
- IV. Belvedere Circular Monument;
- V. Maioridade Ranch;
- VI. Padrão do Lorena Monument;
- VII. Pontilhão da Raiz da Serra Monument;
- VIII. Cruzeiro Quinhentista Monument;
- IX. Calçada do Lorena Road.

Below are descriptions of each MONUMENT and the contents of the RESTORATION works to be carried out:

Description of stages related to Property RESTORATION
Stage 1: RESTORATION of the Paranapiacaba Resting Place
<p>Activity:</p> <ul style="list-style-type: none"> ▪ Initial Services ▪ Demolitions and Removals ▪ Surface Cleaning ▪ Structural Reinforcement ▪ Roofing ▪ Masonry works/Drywall/Waterproofing ▪ Restoration ▪ Window frames ▪ Glass windows ▪ Floor and Wall Covering ▪ Painting ▪ Furnishings/Railing/Stairs and Ramps ▪ Hydraulic Facilities ▪ Electrical Facilities ▪ Platform lifts for USER accessibility ▪ Completion of Construction Works and Finishes <p>Goals/Products:</p> <p>The main purpose of promoting RESTORATION INTERVENTIONS at Paranapiacaba Resting Place relates to the clear need of redoing the building project's roofing due to its current exposure to excessive humidity, which has resulted in loss of structural timber. Moreover, excessive land drainage activities have led to displacement and deformation of the soil, jeopardizing the physical integrity of the monument. Thus, adding accessible features by installing a vertical platform, refurbishing restrooms and redoing electrical, hydraulic, and fire prevention and fighting facilities are all necessary measures. In addition to restoring and preserving assets and historical information related to the monument, the INTERVENTIONS endeavor to suggest a different use of the facility in order to provide more efficient services to users of this existing ecological-historical route.</p>
Stage 2: Maioridade Ranch
<p>Activity:</p> <ul style="list-style-type: none"> ▪ Initial Services ▪ Demolitions and Removals ▪ Surface Cleaning ▪ Roof Inspection ▪ Masonry works/Drywall/Waterproofing ▪ Restoration ▪ Window frames ▪ Glass windows ▪ Wall and Floor Covering ▪ Painting ▪ Furnishings/Railing/Stairs and Ramps ▪ Hydraulic Facilities ▪ Electrical Facilities ▪ Completion of Construction Works and Finishes <p>Goals/Products:</p> <p>INTERVENTIONS at Maioridade Ranch are based on international principles of maximum conservation of pre-existing structures, with only timely changes deemed necessary to be carried out, and all of which shall have a distinguished nature. Thus, accessibility points shall be added to the building, all electrical and hydraulic facilities shall be redone, and safety items shall be installed, such as glass railings and fire prevention and fighting systems. All recommended modifications to be potentially developed on-site shall enable a new use for this building project</p>

intended for public activities.

Stage 3: Ruins

Activity:

- Initial Services
- Demolitions and Removals
- Surface Cleaning
- Roof Inspection
- Masonry works/Drywall/Waterproofing
- Restoration
- Window frames
- Glass windows
- Wall and Floor Covering
- Painting
- Furnishings/Railing/Stairs and Ramps
- Hydraulic Facilities
- Electrical Facilities
- Completion of Construction Works and Finishes

Goals/Products:

Currently in ruins, this monument is not a part of the historical route usually developed by the unit's administration or accessed by visitors. The purpose herein is to open the monument back to visitation by reproducing an enclosed structure with a glass box explaining the intent of the intervention, typical of the time when the monument was built. The glass box placed in the middle of the rainforest therefore becomes an observatory, turning into one of the main parts of the entire design: including a structure to enclose the monument, adding accessible features through access ramps, refurbishing electrical and hydraulic facilities, and fire prevention and control systems to provide comfort and safety to users.

Stage 4: Belvedere Circular Monument

Activity:

- Initial Services
- Surface Cleaning
- Restoration
- Painting
- Stormwater Drainage System
- Completion of Construction Works and Finishes

Goals/Products:

Belvedere Circular is a monument with rather sound conditions both in regard to its physical structure and to how its features and original historical information remain intact from the date of its construction, back in 1922. INTERVENTIONS therein seek to preserve its original features, recommending cleaning and drainage services to enhance the monument's useful life.

Stage 5: Pontilhão Raiz da Serra Monument

Activity:

- Initial Services
- Surface Cleaning
- Restoration
- Completion of Construction Works and Finishes

Goals/Products:

The monument remains significantly intact, and requires only RESTORATION works to remain aesthetically and structurally suitable. The RESTORATION concept for this site entails minimum intervention, upholding original construction materials used, maintaining this heritage-listed property's authenticity and physical integrity, employing methods and construction materials that are certified and consistent with the purposes of making this building project more stable, ensuring

the property's integrity and proper use.

Stage 6: Pico Landmark

Activity:

- Initial Services
- Surface Cleaning
- Restoration
- Completion of Construction Works and Finishes

Goals/Products:

This monument's structure remains significantly stable and does not pose any changes in regard to its original 1922 construction. This project seeks to restore the monument's aesthetic features, with the aim of preserving it by employing basic cleaning procedures.

Stage 7: Padrão do Lorena Monument

Activity:

- Initial Services
- Demolitions and Removals
- Surface Cleaning
- Roof Inspection
- Masonry works/Drywall/Waterproofing
- Restoration
- Window Frames
- Glass Windows
- Wall and Floor Covering
- Painting
- Furnishings/Railing/Stairs and Ramps
- Hydraulic Facilities
- Electrical Facilities
- Completion of Construction Works and Finishes

Goals/Products:

The aim of this intervention is to restore the monument's aesthetic features, with the aim of preserving it by means of carrying out basic cleaning and interventional RESTORATION procedures on the tile panels that make up the monument. Accessible features shall result from adding a vertical platform up to the monument's highest point, where tiles of great historical significance are available for visitors' appreciation; furthermore, ramps shall also be installed in this stage to connect them to restrooms. Restrooms shall also be completely redone to comply with current regulations.

Stage 8: Cruzeiro Quinhentista Monument

Activity:

- Initial Services
- Surface Cleaning
- Restoration
- Completion of Construction Works and Finishes

Goals/Products:

The aim of this project is to restore the monument's aesthetic features, aiming to preserve it by means of carrying out basic cleaning and RESTORATION procedures on the artistic tiles covering the monument. This monument has little elevation changes, although the design of its winding stairs makes it impossible to add any accessible features to it since any type of intervention to the monument would drastically change its spatial configuration.

Stage 9: Calçada do Lorena Monument

Activity:

- Initial Services

- Surface Cleaning
- Restoration
- Completion of Construction Works and Finishes

Goals/Products:

Efforts shall be endeavored to make the Calçada do Lorena Monument another trail option that visitors can explore. Furthermore, it is the only trail that leads to the Pico Landmark. After it is inaugurated, this monument is expected to require low maintenance. Installing basic railing and sisal rope is an important intervention to enhance the site's safety. This railing shall be installed on only one side of the trail so as to guide and assist visitors in the steep descent. This monument is unable to have accessible features.

Stage 10: Managing Construction Works

Activity: Management inspection services for all stages involved in RESTORATION works, with full-time professionals aimed at optimization regarding deadlines and resources, as well as processes to verify the quality of services rendered. Low-impact construction site practices and oversight of all waste generated by civil construction shall also be included in this activity, always striving to ensure that project goals are sought out and achieved in the best possible way, including with regard to securing approval of state and municipal bodies for listing of buildings as heritage buildings.

Products: Daily monitoring of activities at the construction site, interfacing with the UC administration, Engineering and Infrastructure Fields, construction companies and other contractors involved. Issuance of an Environmental Management Plan, Building Management Plan, weekly reports, monthly reports, controls, approvals and disclosure of measurements and timetable controls.

12. ON THE PROJECT TO REINFORCE THE BAIXADA SANTISTA GAS INFRASTRUCTURE

- 12.1. Preliminary Environmental Permit No. 2.723/2019, which relates to the "Reinforcement of the Gas Infrastructure of the Baixada Santista - Metropolitan Region of São Paulo" - an intervention consisting of installing a gas pipeline (14.7 km long, 20" wide and 75 bar of operating pressure), as well as a Measurement and Adjustment Area with a constructed area of 50 m² in a tract of land of approximately 3,700 m², which shall also include grounds for maintenance and equipment, piping, pressure regulators, meters and telemetry, are currently undergoing environmental licensing procedures.
- 12.2. The above mentioned intervention shall affect CAMINHOS DO MAR partially since it will result in partial and temporary intervention of Highway SP-148 – Caminhos do Mar by COMGAS, more specifically on the Planalto stretch, as can be seen in the pictures below.
- 12.3. The CONCESSIONAIRE shall uphold the CONTRACT's approach concerning the intervention at hand, which sets forth the risk the CONCESSIONAIRE is subject to with regard to impacts expected from partial and temporary intervention of a stretch of CAMINHOS DO MAR. This entails that the CONCESSIONAIRE shall not be able to claim any kind of restructuring of the CONTRACT's economic-financial balance as a consequence of the specific, partial and temporary intervention of Highway SP-148, as described below, and it shall take necessary measures to avoid and be ready to deal with said intervention. Potential damages resulting from the company in charge of the construction works or effects exceeding the specific, partial and temporary intervention described below are not provided for by these provisions and, as the case may be, may entail in holding the agents responsible for causing them, or in contractual recovery, should the situation require it.
- 12.4. For informational purposes only, and with no intention whatsoever of this leading to any type of bind or obligation, the GRANTING AUTHORITY hereby clarifies that the start of the performance of said interventions is set to take place in the fourth quarter of 2020, with estimated closing set for the end of 2021. This information is merely an estimate, insofar as the start of the construction works is conditional on issuance of the Installation License by the competent environmental agency, reason why there may be potential delays in the starting and ending construction works timetables, without, however, this leading to any type of obligation, prerogative or right between the PARTIES, in addition

to not constituting grounds for claims regarding contractual recovery or compensation since intervention-related impact risks are provided for in a specific clause of the CONTRACT, as well as in the item above.



Picture A. Map corresponding to the “Reinforcement of the Gas Infrastructure of the Baixada Santista – Metropolitan Region of São Paulo” 1



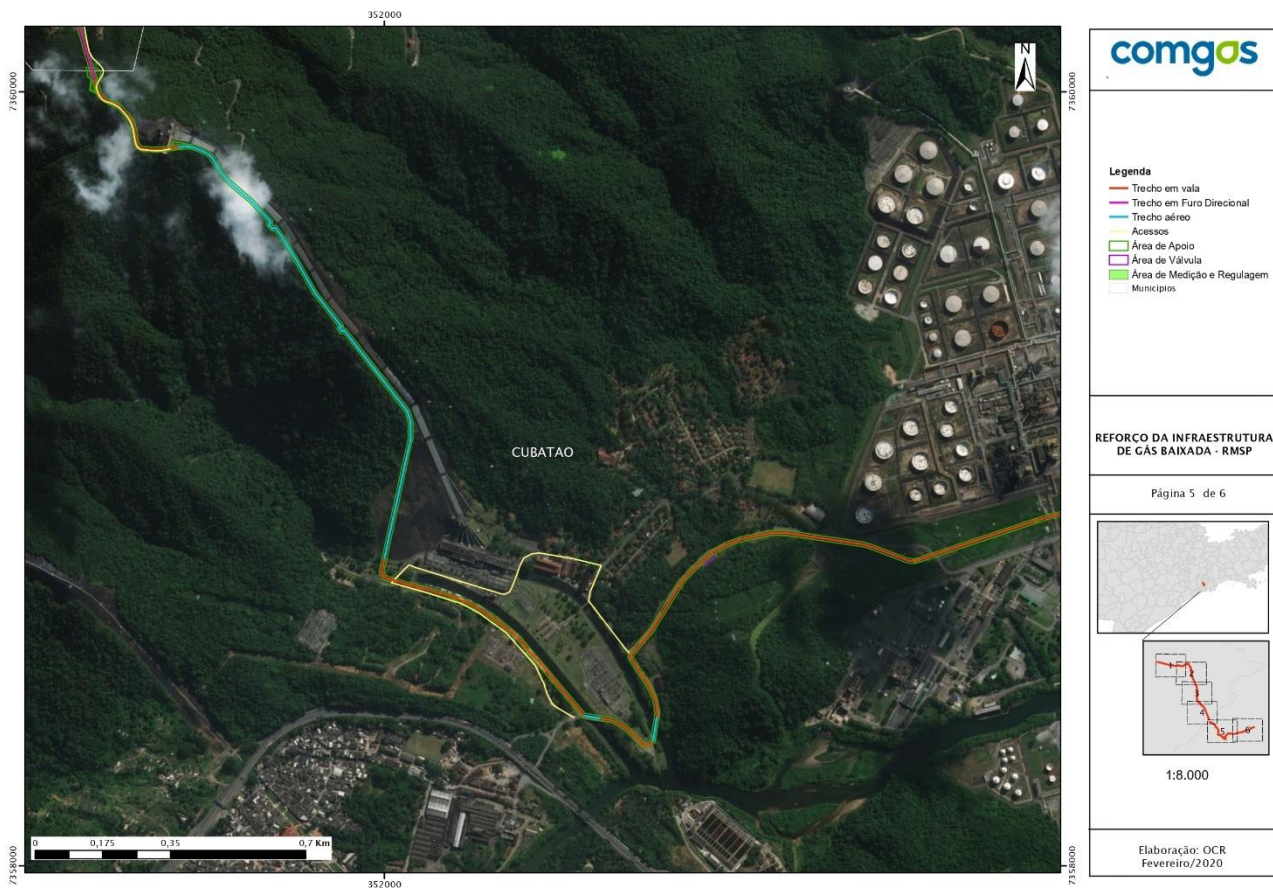
Picture B. Map corresponding to the “Reinforcement of the Gas Infrastructure of the Baixada Santista – Metropolitan Region of São Paulo” 2



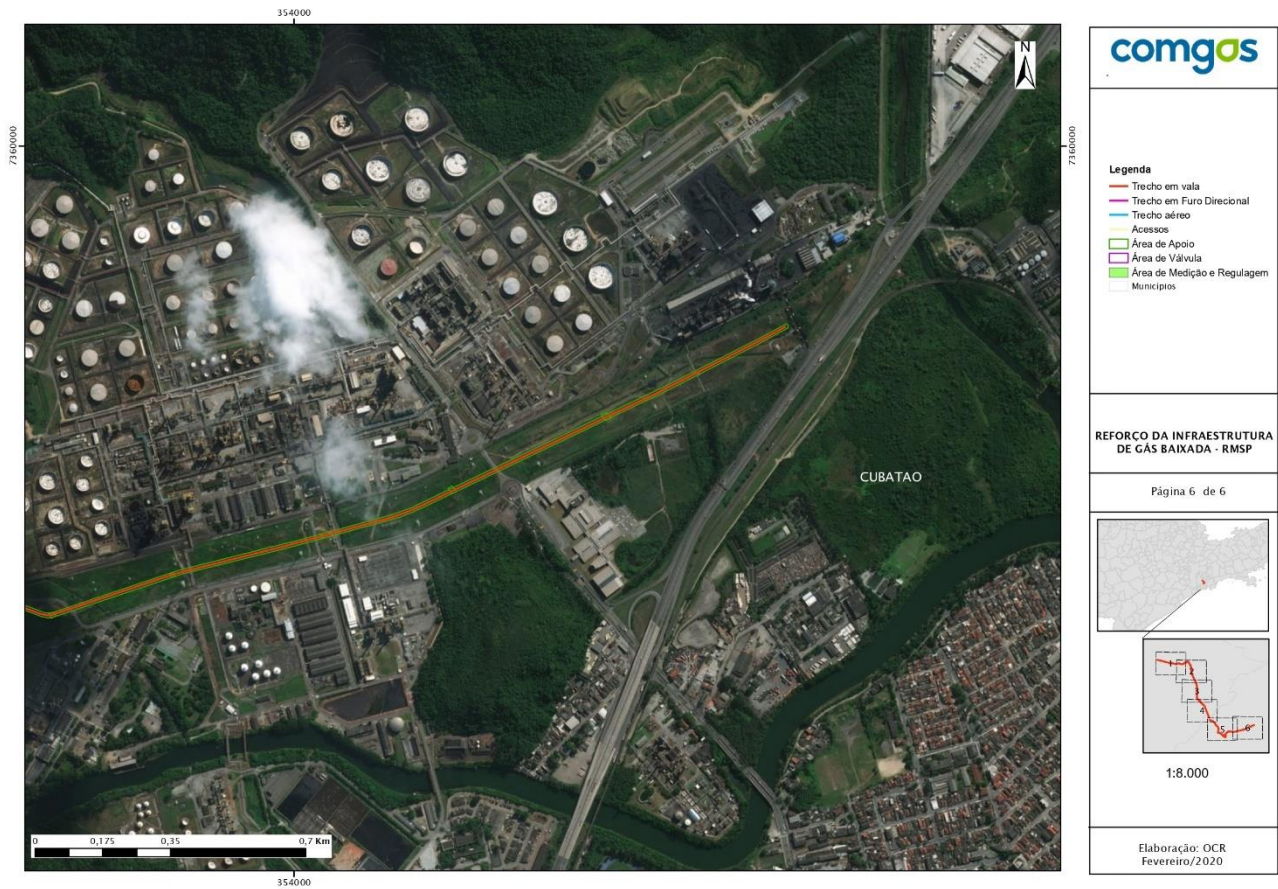
Picture C. Map corresponding to the “Reinforcement of the Gas Infrastructure of the Baixada Santista – Metropolitan Region of São Paulo” 3



Picture D. Map corresponding to the “Reinforcement of the Gas Infrastructure of the Baixada Santista – Metropolitan Region of São Paulo” 4



Picture E. Map corresponding to the “Reinforcement of the Gas Infrastructure of the Baixada Santista – Metropolitan Region of São Paulo” 5



Picture F. Map corresponding to the "Reinforcement of the Gas Infrastructure of the Baixada Santista – Metropolitan Region of São Paulo" 6