

**NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND
BIOFUELS - ANP**

TENDER PROTOCOL

AREAS WITH MARGINAL ACCUMULATIONS

**GRANTING OF THE CONCESSION CONTRACT FOR
REHABILITATION ACTIVITIES AND PRODUCTION OF OIL
AND NATURAL GAS**

**4th BIDDING ROUND OF AREAS WITH MARGINAL
ACCUMULATIONS**

RIO DE JANEIRO, JANUARY 19, 2017

WARNING

This Tender Protocol contains the provisions for rehabilitation and production of oil and natural gas (E & P) in areas with marginal accumulations.

This Tender Protocol is prepared in Portuguese, which is the only official version. versions may be included in the English language of some attachments for guidance only. The ANP may provide, for reference, an English version of all the documents.

SUMMARY

INTRODUCTION

Legal aspects

On 6 August 1997, the National Congress approved Law No. 9,478 / 1997, which provides for a national energy policy and implemented other measures in accordance with Constitutional Amendment No. 9/1995, which loosens the monopoly of the embodiment of the Union for the exploration and production of oil and natural gas.

This law created the National Energy Policy Council (CNPE) with the assignment to formulate energy policies and guidelines to promote the rational use of energy resources of the country in accordance with the provisions of applicable law and with the principles preserving the national interest, promoting sustainable development, the expansion of the labor market, the valuation of energy resources, environmental protection, promotion of energy conservation, increased use of natural gas, the promotion of free competition, the attraction investment in energy production and the expansion of the country's competitiveness in the international market.

Law No. 9,478 / 1997 also established the National Agency of Petroleum (ANP) as being responsible for the regulation, contracting and supervision of economic activities of the oil industry, natural gas and biofuels, and shall, among other duties, the preparation of tenders and contracts and conducting biddings for granting of exploration exercise of rights and production of oil and natural gas, celebrating the concession contracts arising and overseeing its implementation.

Law No. 12,351 / 2010, under Art. 65, has delegated to the Executive Branch to establish specific policies and measures aimed at increasing the participation of small and medium-sized companies in the exploration, development and production of oil and natural gas.

The CNPE authorized the ANP, through Resolution No. 04/2016, published in the Official Gazette on September 5, 2016, to be held the 4th Round of Bidding Areas with Marginal accumulations.

Regarding the areas with marginal accumulations for rehabilitation and production of oil and natural gas, the 4th Round of Bidding Area with Marginal Accumulations includes 9 areas, namely: Araçás Leste, Garça Branca, Iraúna, Itaparica, Jacumirim, Noroeste do Morro Rosado, Rio Mariricu, Urutau, Quiricó Valley. These areas are divided into three sedimentary basins: Espírito Santo, Potiguar, Recôncavo.

The ANP, in exercise of the powers it was granted by art. 36 of Law No. 9,478 / 1997, issued the ANP Resolution No. 18/2015, establishing the procedures for conducting the bidding areas for granting the rehabilitation and production of oil and natural gas.

This Tender Protocol defines exclusively the rules that should be obeyed by all those interested in participating in the 4th Round of Bidding Areas with Marginal accumulations and was prepared in accordance with the pertinent provisions, among which Law 9,478 / 1997, Law No. 12,351 / 2010, ANP Resolution No. 18/2015, CNPE Resolutions No. 8 of July 21, 2003 and No. 04 of August 2, 2016, the Resolution of the PPI No. 01, dated December 13, September 2016, and Decree No. 8,893, dated November 1, 2016, which must be consulted and observed.

Participants in this 4th Bidding Round of Areas with Marginal Accumulations may be private companies that exercise business activity.

For the 4th Bidding Round of with Marginal Accumulations is constituted a Special Bidding Commission (CEL), composed of representatives of ANP and civil company, duly appointed by the Board of ANP through concierge.

Areas with marginal accumulations on offer in the 4th Round of Bidding Area with Marginal Accumulations

Areas with marginal accumulations were selected in mature basins, with the objective of increasing knowledge of the sedimentary basins and provide opportunities to small and medium-sized enterprises, enabling the continuity of these activities in the regions which play an important socio-economic role in accordance with art. 65 of Law No. 12,351 / 2010.

Bidding process

In the registration period, those interested in bidding individually have registration documents and effect payment of corresponding interest rates to areas for which they wish to submit bids.

The bidders with registration approved by CEL may submit bids in the bidding, provided that contributing with offering guarantees worth and in the form set out in the Draft of the Tender Protocol before the public presentation of offers.

In a public session, the bidders present offers for the areas in bidding, which are judged and classified by CEL. The signing bonus is the only criteria to define the bidder winning of the public presentation of offers.

The offers are sorted by descending order of signature bonus amount, being declared the winner of the public presentation offers the bidder offering the highest signing bonus value.

Important to note that the condition of winning of the public presentation of offers does not guarantee the right of bidders to sign concession contracts.

After the public presentation of offers, the winning bidders are submitted to the qualification held by the Superintendence of Fostering Bidding (SPL) and judged by CEL.

The qualification includes the analysis of documentation to prove the legal regularity, tax and labor, economic and financial capacity and technical capacity of the winning bidders of the public presentation of offers.

If the bidder winning of the public presentation of offers is not qualified, are performed the offer of guarantees in appropriate cases applied the penalties stated in the announcement and called the other bidders classified to express their interest in honoring the offer submitted by the winning bidder.

If none of the bidders expresses interest in honoring the best offer of the public session or who express are not qualified will be considered new winner of the public presentation of offers in their area, the bidder who submitted the next highest ranked offer.

The Board of the ANP awards the object to qualified bidders, winning the bidding, summons them to sign concession contracts and approves the bid.

The winning companies deliver documents, guarantees and vouchers provided for in the announcement and the signing ceremony of the concession contract terminating the bidding procedure.

Schedule

The schedule for the 4th Round of Bidding Area with Marginal Accumulations is shown in Table 1. This schedule is only indicative. The ANP reserves the right to modify or suspend it, giving due publicity.

Table 1 - Schedule for 4th Round of Bidding Area with Marginal Accumulations

Event	Date
Publication of Draft of the Tender Protocol and concession contract draft	29/09/2016
The deadline to start filling in the application form, delivery of registration documents and payment of the participation fee	30/09/2016
Availability of technical data package ¹	30/09/2016
Deadline for contributions to the pre-announcement and the draft of the concession contract and the end of the public consultation	14/11/2016

Public court hearing (city of Rio de Janeiro)	21/11/2016
Technical and environmental seminar	22/11/2016
Publication of the Tender Protocol and the concession contract model	19/01/2017
Legal and tax seminar	26/01/2017
Deadline for completing the registration form, submission of application documents and payment of the participation fee	03/02/2017
Final date for submission of bid bonds	11/04/2017
Public presentation of offers	11/05/2017
Deadline for submission of qualification documents (winning bidder)	12/05 a 22/05/2017
Award of the object and approval of the bidding	Até 20/07/2017
Deadline for delivery of the following documents: (1) the signing of concession contracts; and (2) an affiliate of qualification indicated to sign the contract, if applicable.	21/07 a 31/07/2017
Deadline for signing bonus payment and shipping voucher	21/07 a 22/08/2017
Signing of concession contracts	Até 31/08/2017

Notes:

¹ The technical data package will be available for the ones that have: (i) completed the electronic entry form; (ii) proven payment of the participation fee in accordance with section 4.3.1; and (iii) presented the confidentiality contract provided for in section 4.2.5, proving the powers of its signing by the documents mentioned in sections 4.2.1 and 4.2.2.

Disqualification of bidders

In addition to the cases provided for in art. 44 Resolution ANP no 18/2015, will be disqualified the bidder:

- a) is not qualified at the level required;
- b) has not sign the concession contract;
- c) does not keep the conditions of qualification to the execution of the concession contract;
- d) incur under this bid, in an act that demonstrates intent or bad faith.

In the case referred to in (a) and (c) the effect of decommissioning is restricted to areas for which the bidder does not meet or does not maintain the level of qualification required.

In the case provided in paragraph (b), the effect of decommissioning is restricted to the concession contracts not signed by the bidder.

Provisions of the Tender Protocol Clarification

The clarification of the provisions of this Tender Protocol must be submitted in writing in the Portuguese language, and directed to the electronic mail rodadas@anp.gov.br fifteen (15) days prior to the public presentation of the offers.

SUBJECT OF BIDDING

The 4th Round of Bidding Area with Marginal Accumulations has the purpose of granting concession contracts for carrying out rehabilitation activities and production of oil and natural gas in 9 areas with marginal accumulations, namely: Araçás Leste, Garça Branca, Iraúna, Itaparica, Jacumirim, Noroeste do Morro Rosado, Rio Mariricu, Urutau, Vale do Quiricó. These areas are divided into three sedimentary basins of Espírito Santo, Potiguar, Reconcavo. A detailed list of areas offered is in Appendix I.

Areas with marginal accumulations cover concession area with known discoveries of oil and / or natural gas, where there was no production or production was halted for lack of economic interest.

The ANP may include new areas in the 4th Round of Bidding Area with Marginal Accumulations to the date of the public hearing, as long as authorized by CNPE, and remove areas of bidding, with good reason, for technical reasons or public interest.

For the exercise of rehabilitation and production of oil and natural gas in the areas subject of the 4th Round of Bidding Area with Marginal Accumulations, the winning bidders or affiliates designated by them shall sign the concession contract, whose draft is set out in Appendix XXIX.

Among the contractual obligations, the concessionaire will be subject to the payment of taxes on the activity, according to the law, indemnities due to expropriations or necessary servitudes and government interests and by third parties as provided in the concession contract: royalties, payment for the occupation or retention and payment to landowners.

It is forbidden to use the hydraulic fracturing technique in an unconventional reservoir in areas with marginal accumulations granted in 4th Round of Bidding Area with Marginal Accumulations.

Table 2 details the areas with marginal accumulations on offer as well as the duration of the rehabilitation phase, the amounts related to the payment for the occupation or retention and the minimum qualification required for the operator..

Table 2 - Overview of sectors and minimum qualification required of the Operator

Basin	Sector	Area with marginal accumulation ¹	Exploratory model	Area on offer (km ²)	Rehabilitation Phase (years)	Payment for the occupation or retention (R\$/km ² /year) ²	minimum qualification required ³
Espírito Santo	SES – T4	Garça Branca	Mature	9,83	3	44,22	D
		Rio Mariricu	Mature	6,85	3	44,22	D
Recôncavo	SREC-T2	Araçás Leste	Mature	8,08	3	44,22	D
	SREC-T3	Jacumirim	Mature	1,21	3	44,22	D
	SREC-T4	Vale do Quiricó	Mature	2,79	3	44,22	D
	SREC-C	Itaparica	Mature	21,68	3	44,22	D
Potiguar	SPOT-T3	Noroeste do Morro Rosado	Mature	39,36	3	44,22	D
		Urutau	Mature	27,63	3	44,22	D
	SPOT-T4	Iraúna	Mature	14,82	3	44,22	D

Notes:

1 The detailed list of areas with marginal accumulations offered in each basin is in Appendix I.

2 values for the payment for the occupation or retention in real per square kilometer, in 08/31/2016, applicable to the rehabilitation phase. These amounts will be paid and adjusted annually, from the date of signature of the concession contract, the accumulated IGP-DI in the 12 months preceding the date of each adjustment as provided for in art. 28 of Decree n. ° 2.705 / 98. These amounts will be increased by 100% in case of extension of the rehabilitation phase, where applicable. For the production stage, they are increased by 900%.

3. Bidders shall be qualified as operator A, B, C, D or as non-carriers.

Particularities of the areas in offer

Some of the areas on offer in the 4th Bidding Rounds of Areas with Marginal accumulations have in their facilities equipment used by the previous concessionaire. Such devices are not part of the auctioned objects.

For the areas of Itaparica and Noroeste do Morro Rosado, located respectively in the Recôncavo and Potiguar basins, it is important to note:

a) The ring fence of areas with marginal accumulations are located partly on land, partly in shallow waters, due to the fact that a portion of the deposit extends to the maritime part;

b) The minimum qualification required as Operator D entails the obligation that all exploration and production activities should be developed on land;

c) If the concessionaire intends to carry out maritime operations in the area with marginal accumulation, it shall submit such claim to the ANP, without prejudice to obtaining the pertinent environmental licenses, as well as to obtain qualification as Operator B, under penalty of applying the sanctions set forth in the concession agreement and Applicable legislation.

DOCUMENTS OF PRESENTATION

The documents requested in this Tender Protocol should be sent to the ANP's Central Office, or delivered in the same protocol service, to the care of the Superintendence of SPL (SPL), according to the deadlines set out in Table 1.

The presentation of documents in other ANP offices is prohibited.

The documents will be received from Monday to Friday from 09am to 06pm, in Brasilia / DF time, at the following address:

Agência Nacional do Petróleo, Gás Natural e Biocombustíveis

Escritório Central

A/C: Superintendência de Promoção de Licitações

Avenida Rio Branco, nº 65, Térreo

Centro, Rio de Janeiro - RJ, Brasil

CEP: 20090-004

The documents should be delivered in a single copy, envelope containing the name of the interested ones and the address of its headquarters.

The documents must be written in Portuguese, printed on A4 paper, without amendments, erasures, smudges or additions and parts deleted with liquid paper, free of spirals, identified by title on its front page, with all the numbered set of sheets, containing in each sequence number and the total set of pages.

However, except for the guarantees, the appendices of this announcement produced will be accepted:

- a) in two columns printed on the same sheet as long as one of these columns fully reproduce the text of the corresponding appendix in Portuguese language and in the other column, the text in a foreign language; or
- b) in a foreign language, accompanied by sworn translation whose transcript corresponds fully to the text set out in corresponding appendix, following the procedures set out in section 3.1.

In case of divergence between the Portuguese version and the version in foreign language the Portuguese version shall prevail.

All documents produced by the interested one must be notarized, dated and signed by the authorized representative, in the last sheet with the human-readable name of the signatory.

It is not required notarization of documents filed in the trade registration agency, provided that they contain digital stamp and the validity and authenticity can be checked on the website of the respective agency.

Only dispatched documents will be accepted up to ninety (90) days before delivery. Such a provision does not apply to corporate documents, economic and financial qualification and have expressly validity date.

Original documents that require signature should be notarized. Copies of documents must be authenticated at the notary's office.

Is forbidden the presentation of documents required in the Tender Protocol after the deadlines provided in Table 1, except in the cases mentioned in the following paragraph.

The ANP may request any additional information or document which gives support to the analysis of the documentation of the interested one and take such steps as it deems necessary to clarify or complement the bidding process. The ANP may also request the sanitation of non-formal character conformities which do not affect the document content, and material errors.

No documentation submitted to the ANP will be returned, with the exception of exempt offering guarantees under the conditions described in section 5.6.

It should be noted that:

- a) Notarization is the certification of signature, for original documents or authentication of copies held in notary's office.
- b) Consularization is the endorsement of the Brazilian diplomatic authority in the country at that particular document was issued.
- c) Sworn translation is the translation of a specific document written in a foreign language by an official translator. The sworn translation should cover all text written in a foreign language, including any entries in the document released by the local notary.

The ANP may provide a system for uploading documents by digital means, as instructed on the website <http://www.brasil-rounds.gov.br>.

Documents issued abroad

The documents issued abroad, to take effect in Brazil, must be notarized and then legalized by the Brazilian Consular Authority, from the original issued in its consular jurisdiction for signature

recognition or authentication of the document itself, and duly registered with the Registry Office of Deeds and Documents (RTD), as determined in the arts. 129, 6, and 148 of Law No. 6,015 / 1973.

Documents written in a foreign language must be translated into Portuguese by a sworn translator and translation, which should be made mandatory in Brazil, must be recorded in RTD.

If Brazil has a cooperation contract with other countries or is part of a treaty in which there is forecast legalization waiver of some or all documents provided herein, the business societies interested can request it, basing the request on the applicable law.

Foreign business company

Foreign legal entities may participate in the 4th Round of Bidding Areas with Marginal Accumulations and must, therefore, meet the requirements set forth in this notice.

If it is not possible to present a document required in this tender protocol for legal reasons of the country in which the foreigner interested is constituted, or because it is not the document applicable to such interested party, this must comply with the requirement of the corresponding notice through the presentation of the following Documents:

- a) a document signed by the authorized representative informing (i) a description of the reasons that prevent compliance with the requirement of Tender Protocol; (ii) the requirement that the ANP accepted as a response to this requirement, a document submitted in place of that provided in the instrument Tender Protocol; and (iii) mention of forwarding the documents set out in (b) and (c) below;
- b) equivalent documents in order to meet the requirement of public Tender Protocol, to be presented in place of that provided in the public Tender Protocol instrument;
- c) if applicable, copy of the legal provision that prevents compliance with the requirement set out in the public Tender Protocol.

In the event that there is no equivalent document to the document referred to, in this Tender Protocol and / or agency in the country of origin that authenticates the business company shall, instead of the requirement laid down in paragraph (b) above, submit a statement in this regard issued by of public law or public notary and must also submit the documents provided for in (a) and (c) above.

Legal entity headquartered in specific countries

CEL may request additional documents and information not listed in this Tender Protocol, the interested party based in countries classified as tax havens by the Federal Revenue of Brazil,

as well as interested party based in countries classified as non-cooperative by the Council for Financial Activities Control the Ministry of Finance.

Based on technical and / or legal reports, it may be refused registration or qualification of commercial companies from those countries, when the documentation submitted is not sufficient to identify the real drivers, subject to the provisions of section 4.2.3, and guarantee the Union's interests as owner of the rights on the rehabilitation and production of oil and natural gas in Brazil.

Use of documents contained in the companies register

The interested party may use documents that have been submitted to ANP for purposes of registration and qualification in bidding rounds or rights and obligations assignment procedures must submit request, according to the rules and model of Appendix II.

The interested party should list which documents should be used to inform and, for each of these, the round of bidding or name and number on the assignment contract for which the document was presented.

Only the documents listed in Appendix II that are within the validity period may be used. The documents whose expiration date is not expressed will only be utilized if they have been submitted to the ANP one (1) year prior to the application.

The deadline above does not apply to corporate actions that may be taken advantage of as existing, and documentation for economic and financial qualification.

The use of documents does not imply endorsement of the registration or qualification of the person concerned and the ANP may request clarification and / or additional documents.

A qualification obtained previously is not getting qualification guarantee for the 4th Bidding Round of Areas with Marginal Accumulations.

Disclosure of information and secrecy by the ANP

The documents relating to the bid are public, except for those classified as confidential, in accordance with applicable law. Access to documents containing personal information and information regarding the business activity whose disclosure could represent a competitive advantage to other economic agents will be denied.

The interested party who has any objection to the disclosure of information should manifest itself through reasoned request to the ANP, which will decide on the host.

The interested party can request disclosure of your contacts on the website <http://www.brasil-rounds.gov.br> as model APPENDIX III until the date of the public presentation of offers, indicating its interest in 4th Bidding Round of Areas with Marginal Accumulations.

REGISTRATION FOR PARTICIPATION IN BIDDING

May attend the 4th Bidding Round of Areas with Marginal Accumulations domestic or foreign legal entity, alone or in consortiums, from which fully comply with all the provisions of the Tender Protocol and the applicable legislation.

Registration is compulsory and individual for each interested party, even for those who wish to submit bid by the consortium.

Registration for participation in bidding should be held until the date defined in Table 1 and provide by means:

- a) electronic form-filling application available on the website <http://www.brasil-rounds.gov.br>;
- b) submission of registration documents detailed in Section 4.2; and
- c) presentation of Appendix IV and payment of participation fees and access to technical data package (participation fee).

Fulfilling the requirements established in this section, and having registration approved by the CEL, the bidder may submit offers exclusively for areas with marginal accumulations for which it has made the payment of participation fee and contributed bid bond, according to Section 5.

Registration of the bidder implies the knowledge and the acceptance of the rules and conditions set out in this Tender Protocol and its attachments.

Filling out the electronic form

Those interested in bidding must individually in the period defined in Table 1, fill in the electronic form available on the website <http://www.brasil-rounds.gov.br>.

In electronic form, the bidders should relate the representatives accredited to the ANP, the controlling shareholder, as well as all members of the management board.

The bidders that appoint more than one authorized representative shall indicate, among them the main, to which will be sent any official correspondence from the ANP on the bidding.

List of registration documents

The documents described below shall be submitted in the period defined in Table 1, observing the formalities provided for in section 3.

Corporate documents

- a) constituent documents (statute or social contract), as amended, or the consolidation of incorporation amendments where necessary, containing the most current provisions and in full force, all filed in the registry of competent trade;
- b) documents relating to the verification of the powers and the names of the legal representatives as well as the most recent acts related to the election / appointment of such representatives, if applicable;
- c) documents proving the attendance of eventual conditions to the exercise of the powers of the representatives as provided for in the constitutive acts, if applicable (joint signatures of directors, express authorization of the board of directors, among others);
- d) statement under the APPENDIX V model, (i) a copy of the presentation of the latest version of its social contract or statute with current provisions; (ii) evidence of the powers and the names of their legal representatives; (iii) fulfillment of any conditions to the exercise of powers of representatives, as provided in the constitutive acts, if applicable.

The documents referred to in (b) shall not be required if the powers and the names of the legal representatives can be substantiated in the articles of association (statute or social contract).

Any change in the context of management and / or articles of association, including corporate restructuring, change or transfer of corporate control, between the application and the granting of the concession shall be communicated to the ANP immediately after the implementation of the act and submitted the corresponding documentation.

Appointment of credentialed representatives

The interested party should appoint accredited representative before the ANP by power of attorney, in accordance with Appendix VI, signed by their legal representatives with powers to constitute attorneys.

The legal representatives who will act in the bidding procedure should also be appointed as authorized representatives by proxy (APPENDIX VI), even if such representatives have powers granted through the corporate documents of the bidder.

The accredited representative will be the bidder's representative at all stages of the bid.

Bidders who nominate more than one accredited representative must indicate, among them, the principal, to which will be sent any and all official correspondence of the ANP regarding the bidding.

Bidders must indicate at least one accredited representative domiciled in Brazil.

In the power of attorney, the bidder must accredit at least one representative to represent it during the bidding process and at least one representative to sign the concession agreement, and may be indicated for both purposes.

The foreign or Brazilian bidders who wish to nominate an affiliate to sign the concession contract must not fill in the field for the appointment of a representative for signing the concession agreement. In such cases, the nomination shall be made by the affiliate indicated, under the terms of section 9.2.1, (b).

Each accredited representative may only represent a single bidder, except for representation of a bidder belonging to the same corporate group.

If more than one bidder indicates a single representative, only the first one will be considered, respecting the order of presentation of the document in the protocol of the ANP. If the bidder intends to change the list of accredited representatives or their data, shall notify the ANP, pursuant to section 3, and submit a new power of attorney (APPENDIX VI).

It will not be allowed to change representatives accredited in five (5) working days that precede the public presentation of the offers and the signing of the concession contracts, according to dates set out in Table 1.

Organization Chart

Organization Chart detailing all the control chain of the corporate group, signed by authorized representative, shall include the respective percentage of quotas or shares with voting rights of each person, natural or juridical, of the group members.

The chart must show the direct and indirect interests, to its final level, indicating their drivers. minority interests must also be informed when minority shareholders are part of the control group by the Shareholders' Agreement.

For the purpose of this bid, corporate group is understood to mean legal entities:

- a) members of a formal group;
- b) conveyed by common relationship, direct or indirect control.

The participation of bidders will not be permitted: (i) controlled by bearer shares without explicit identification of control; or (ii) whose constitution or legal entity belonging to its own

corporate group Prevents or hinders the identification of controllers with exception, in this case, the closed private pension entities, Investment Funds and Investment Funds in participations (FIP).

The claim of application of the law of the country of origin of the bidder seeking to maintain confidentiality of its controlling shareholders will not be allowed under any justification.

Statement of technical capacity, economic and financial, legal regularity, tax and labor

Statement that the bidder will meet in the qualifying stage, the eligibility criteria for signing of the concession contracts for the areas for which you want to display offer, pursuant to Appendix VII model.

Confidentiality Term

Confidentiality contract regarding the information contained in the technical data packages provided by the ANP, in accordance with the Appendix VIII.

Adequacy commitment term of the corporate purpose

If the corporate purpose of bidder is not suited to the object of bidding, the presentation adequacy document stating the social object the exploration and production of oil and natural gas will be required for the signature of the concession contracts, if winning according to Appendix IX.

Additional documentation for foreign bidder registration

In addition to the documents listed in this section, the foreign bidder must submit:

- a) evidence that it is organized and functioning regularly under the laws of your country, by filing a document issued by an official agency of the country of origin legal entity registration, issued in the period of one (1) year prior to the date of its protocol in the ANP; and
- b) legal entity constitution commitment term under Brazilian law or Brazilian controlling business company indication already constituted, with headquarters and management in Brazil, to sign the concession contract, if winning bidder, as the model APPENDIX X.

Table 4 - Documents for Registration

Nature	Section on Tender Protocol	Document	Requirement	Model	Notarization	Documents issued abroad and/or foreign language		
						Consularization in diplomatic division (for documents issued abroad)	Sworn Translation (for documents in foreign language)	RTD (for documents issued abroad)
4.2 Application	4.2.1 a)	Corporate documents / incorporation	√	No	√	√	√	√
	4.2.1 b)	Corporate documents / Evidence of powers and the names of the legal representatives	If applicable	No	√	√	√	√
	4.2.1 c)	Corporate documents / Documents providing the fulfillment of any conditions to the exercise of powers of representatives	If applicable	No	√	√	√	√
	4.2.1 d)	Statement of current corporate acts	√	APPENDIX V	√	√	Not applicable. Follow the attached model.*	√
	4.2.2	Procurator for appointment of authorized representatives	√	APPENDIX VI	√	√	√	√
	4.2.3	Organization chart detailed control chain	√	No	√	√	√	√
	4.2.4	Statement of technical, economic and financial and legal capacity, tax and labor regularity	√	APPENDIX VII	√	√	Not applicable. Follow the attached model.*	√
	4.2.5	Confidentiality Contract	√	APPENDIX VIII	√	√	Not applicable. Follow the attached model.*	√
	4.2.6	Adequacy commitment term of the corporate object of business company rehabilitation and production of oil and natural gas	If applicable	APPENDIX IX	√	√	Not applicable. Follow the attached model.*	√
	4.2.7 a)	Evidence that is organized and functioning regularly under the laws of its country	Only for foreign bidders	No	√	√	√	√

Nature	Section on Tender Protocol	Document	Requirement	Model	Notarization	Documents issued abroad and/or foreign language		
						Consularization in diplomatic division (for documents issued abroad)	Sworn Translation (for documents in foreign language)	RTD (for documents issued abroad)
	4.2.7 b)	Termo f commitment to business company constituion under Brazilian law or controlled Brazilian business company statement already made to sign the conecssion contract in place should win the bid	Only for foreign bidders	APPENDIX X	√	√	Not applicable. Follow the attached model.*	√
4.3 Participation fee	4.3.1	Payment of participation fee	√	APPENDIX IV	√	√	Not applicable. Follow the attached model.*	√
		Copy of proof of payment to the participation fee	√	No	No	No	No	√

Notice:

* If notarization is in a foreign language, a sworn translation and the record in the RTD is needed.

Payment of the participation fee and technical data package

Bidders who have completed their registration will only be able to bid for areas with marginal accumulations for which they have paid the participation fee.

The payment of participation fee is mandatory and individual for each bidder, even for those wishing to submit offers in a consortium.

The bidders shall pay the participation fee in accordance with the values in Table 5, by the date indicated in Table 1.

To access the technical data package, bidders must comply with the provisions of section 4.3.2.1.

The ANP will withdraw from the public bidding session the sectors that do not have a participation fee paid.

Payment of the participation fee

Payment must be made by bank invoice, generated on the website <http://www.brasil-rounds.gov.br>.

The commercial companies must submit a document to the areas of interest, according to Appendix IV model, and copy of the payment receipt.

To facilitate the identification of the payment, the voucher can also be sent to the e-mail SPLrodadas@anp.gov.br within 2 business days after payment, notwithstanding the need for presentation at the ANP protocol.

Table 5 - Grouping of technical data packages and participation fee

Basin	Sector	Areas with marginal accumulations	Fee price sector by participation rate (R\$)
Espírito Santo	SES-T4	Garça Branca	6,600.00
		Rio Mariricu	
Recôncavo	SREC-T2	Araçás Leste	3,300.00
	SREC-T3	Jacumirim	3,300.00
	SREC-T4	Vale do Quiricó	3,300.00
	SREC-C	Itaparica	3,300.00
Potiguar	SPOT-T3	Noroeste do Morro Rosado	6,600.00
		Urutau	
	SPOT-T4	Iraúna	3,300.00
All sectors			29,700.00

Payments made abroad

Payment of foreign currency interest rate should be made by bank transfer in US dollars.

The fee to participate shall be converted to US dollars using mandatorily the official exchange rate of purchase (BACEN / Ptax purchase) from immediately prior business day to payment, published by the Central Bank of Brazil.

The bidder should check with the financial institution responsible for operating the incidence rates on the bank transfer in order to ensure that the exact value of the participation rate provided in Table 5 is effectively available to the PNA after conversion to real.

The bidders must submit a document to the areas of interest, according to Appendix IV model, and copy of the receipt of the bank transfer.

To facilitate the identification of the transfer, the banking proof and the copy of Appendix IV may also be sent to the e-mail SPL: rodadas@anp.gov.br up to two (2) business days after the transfer, notwithstanding the need to presentation at the ANP protocol.

The following data should be observed for the bank transfer:

SWIFT Code: BRASBRRJRJO

IBAN Code: 001223490003330087.

Beneficiary: Agência Nacional do Petróleo, Gás Natural e Biocombustíveis

CNPJ of Beneficiary: 02.313.673/0002-08

Bank: Banco do Brasil

Adress: Rua Professor Lélío Gama, 105 – Centro/RJ – CEP: 20031-201

N.º of Agency: 2234-9

N.º of Checking account : 333008-7

Return of participation fees

The participation fee will not be returned, except for technical and justified reasons, ANP remove the entire area corresponding to the technical data package, as provided in section 2, or in cases of revocation and annulment of the bidding, provided in section 13.1.

Technical Data Package

The technical data package is a collection of public technical data selected by the ANP in bidding contests for each sedimentary basin of interest and in the sectors where are located the objects offered.

For areas with marginal accumulations in the 4th Round of Bidding Area with Marginal Accumulations were prepared one or more technical data packages, as listed in Table 5.

Each package consists of a set of regional data, including seismic lines and well data, selected at the discretion of the ANP, for each sector or group of sectors.

Part of the information of the technical data packets can also be supplied in English.

The contents of each technical data package, when available, the following structure:

General Information:
studies of areas with marginal accumulations;

Opinions of relevant environmental agencies containing environmental guidelines.

Thematic maps:

Basin map with the areas location;

Public seismic data:

2D seismic lines, Post-Stack in standard SEG-Y format;

3D seismic lines, Post-Stack in standard SEG-Y format.

Public wells data:

Compounds Profiles;

Profile curves (LAS form to pre-ANP and LIS or DLIS format for data post-ANP wells);

Well files including geological (description of channel samples, analysis of evidence, sedimentology and geochemistry) drilling (fluids, casing and cementing) and (completions, testing, logging and analysis of fluid samples) and other relevant information.

Production data

oil production

condensate production;

gas production;

Water production.

Access and removal of the technical data package

The technical data package will be available for bidders that have: (i) completed the electronic entry form; (ii) proven payment of the participation fee in accordance with section 4.3.1; and (iii) presented the confidentiality contract provided for in section 4.2.5, and tested the powers of its signing by the documents mentioned in sections 4.2.1 and 4.2.2.

If the confidentiality contract has been signed by the same legal representative of the bidders who has signed the Terms of Service of the Exploration and Production Database (BDEP), in line with the ANP Resolution No. 01/2015 or supervening norm, not needing to verify the signatory powers to remove the data package, provided that:

- a) the bidder that signed the Use Agreement BDEP is the same that is participating in the 4th Round of Bidding Area with Marginal Accumulations;
- b) Use Agreement is properly updated and in force.

Remote Access

Preferential access to the technical data package will be through remote system (e-bid) available on the website <http://www.brasil-rounds.gov.br>.

The password to access the system will be sent by the ANP for the leading accredited representatives appointed by the bidders through an electronic message.

Presential withdrawal of technical data package

Technical data packages may be withdrawn in person at ANP / Urca located in address Av. Pasteur, nº 404, blocos A4, Urca, Rio de Janeiro-RJ, by appointment through email rodadas@anp.gov.br.

In this case, the bidder should deliver directly to the ANP / Urca a hard disk (HD) new external, sealed packaging with a minimum capacity of 15 GB storage for recording of technical data packages.

Technical data packages may be removed:

- a) for accredited representative;
- b) the legal representative of business signatory company Terms of Service BDEP;
- c) a person authorized by the accredited representative or legal representative of the signatory Use Agreement BDEP. The name, identification and position of the authorized person shall be included in Appendix IV.

Application Approval

The bidders that meet all registration requirements set out in section 4 will have registration approved and will be considered eligible to participate in the bidding., The result of the entries, judged by CEL, will be informed to the bidders individually through electronic mail.

As of the date of the public presentation of offers, the list of bidders will be announced on the website <http://www.brasil-rounds.gov.br>.

BID BOND

To display offer individually in the public presentation of bids, the bidder must contribute offer assurance to the area of interest until the date defined in Table 1.

The consortium offers, offer guarantees should be deposited by only one bidder member of the consortium.

The provision of guarantees can be provided in the following ways: (i) letter of credit; (ii) guarantee insurance; and (iii) cash security deposit.

The offer of guarantees provided by the letter of credit and guarantee insurance should have the ANP as beneficiary and the bidders as borrowing and may not contain exclusionary clause of any liability incurred by borrowing guarantees regarding participation in this bidding.

Bid bond value

The bidder or one of the consortium members must provide the ANP offer assurance for the areas of interest, noting the sectors in which the object area of supply is located and respecting the minimum values shown in Table 6.

Table 6 - bid bond value per area (R \$)

Basin	Sector	Areas with marginal accumulations	Financial guarantee by area (R\$)
Espírito Santo	SES-T4	Garça Branca	1.700,00
		Rio Mariricu	5.000,00
Recôncanvo	SREC-T2	Araçás east	2.200,00
	SREC-T3	Jacumirim	1.700,00
	SREC-T4	Vale do Quiricó	1.700,00
	SREC-C	Itaparica	5.000,00
Potiguar	SPOT-T3	Noroeste de Morro Rosado	5.000,00

Basin	Sector	Areas with marginal accumulations	Financial guarantee by area (R\$)
		Urutau	5.000,00
	SPOT-T4	Iraúna	5.000,00

Validity of Bid Bonds

The validity of the offer of guarantees provided by the letter of credit and guarantee insurance should start the day before the date for the public presentation of offers and end at least sixty (60) days after the scheduled date for signing of the concession contract.

Start date: 05/10/2017

End date: 10/30/2017

In case of extension of the date of signing of the concession contracts, bidders with valid offers will be invited to renew their offer guarantees.

Presentation of bid bonds

Observing the provisions of section 5.1, the bidder or one of the consortium members may submit bid bond in the number and value wished.

The bidders intending to submit bids for more than one area should ensure that offers guarantees in an amount sufficient to cover the total of their offerings.

Each offer will be considered valid by the CEL associated with a bid bond. The value of the guarantees associated with valid offers will be deducted from the total value of guarantees submitted. The offers that exceed the total value of guarantees submitted will be invalidated.

The presentation envelope of the offer must specify which bidder provided the guarantee that shall be bound to the offer in question.

The offer guarantees that are linked to a valid offer will remain retained in ANP until the signing of the concession contract, after which may be removed at the call of the ANP.

Means and issuing of the Bid guarantees

The offer of guarantees can be provided in the following ways: (i) letter of credit; (ii) guarantee insurance; and (iii) cash bond.

Credit cards should be issued by banks or financial institutions regularly registered in the Central Bank of Brazil and authorized to operate in the form of Appendix XI of the model (Part 1).

The guarantee insurance policies to be issued by insurance companies authorized by the Superintendence of Private Insurance (SUSEP) and able to operate in the form of Appendix XI of the model (Part 2).

The guarantee insurance policies must also be accompanied by statement containing the reinsurance contract number made by business company authorized by SUSEP.

Regarding the letter of credit and guarantee insurance, should also be noted:

I. The guarantees must be accompanied by supporting documents of the legal representatives of the issuer condition: (i) corporate documents relating to the business company giving security, detailed in section 4.2.1, paragraphs (a), (b) and (c); (ii) power of attorney for representatives who sign the offer of guarantees, if applicable; and (iii) certified copies of documents (CPF and identity document) of the representatives referred to in item (ii);

II. The institutions issuing these guarantees may not be in default with the obligation to indemnify the ANP for guarantees already submitted or to be under regime of fiscal management, intervention and extrajudicial liquidation. The ANP will release on the website <http://www.brasil-rounds.gov.br> the list of delinquent financial institutions with the obligation to indemnify the ANP and will not be admitted as guarantors.

In the categories letter of credit and guarantee insurance, the provision of guarantee must have the place of performance solely to the city of Rio de Janeiro. If you have no branch in this city, the guarantor shall appoint a representative for this purpose, and shall immediately notify the ANP possible amendment of such a representative.

For the submission of bid bonds in the form cash bond, the interested bidder (Escrow) shall open one or more deposit accounts at any branch of Caixa Econômica Federal (CEF) using the "Deposit Receipt" form (Model No. 37.035- 5).

The escrow account should be opened in the name of the interested bidder, whose favored the National Petroleum, Natural Gas and Biofuels - ANP (CNPJ 02,313,673 / 0002-08).

For the use of this type must be submitted the deposit slip, the original copy of Deposit Receipt Form duly completed and signed. If the deposit is made by check, should your also sent the deposit account statement confirming the compensation check.

The standard model of CEF "Receipt of Deposit" is available in Appendix XII.

The criteria, conditions and correction indexes / update the deposit in escrow account are defined by the CEF and are set forth in the appropriate form "Receipt of Deposit."

The security deposit as guarantee is governed by Decree-Law No. 1,737 / 1979 and by Decree No. 93,872 / 1986.

Implementation of the offer guarantee

The offer of guarantee shall be executed in an amount equal to supply the object area, by expressed determination of the A&P, in the following assumptions:

- a) the bidder who alone has won the public presentation of offers do not get the minimum qualification required for the category object area of offer;
- b) the remaining bidder, convened by the ANP, express interest in honoring the offer presented by the winning and do not get the minimum qualification required for the category object area of offer;
- c) in the case of consortium winning the public presentation of offers, one or more consortium members do not obtain the minimum qualification required for the category object area of supply and the other consortium members not assume the responsibilities of non-qualified bidders;
- d) in the case of remaining consortium, called by ANP, express interest in honoring the offer presented by the winner and one or more consortium members do not obtain qualification in the minimum quality required for the sector where they are located to supply the object area and the other consortium members do not take the responsibilities of non-qualified bidders;
- e) the bidder, alone, has won the bid, or by an affiliate is indicated, fails to sign the concession contract within defined by the ANP;
- f) in the case of consortium had won the bid, none of the consortium members, or its affiliates, sign the concession contract within defined by the ANP;
- g) in the case of not signing the concession contract by the winning bidder, the bidder or consortium convoked by the ANP, express interest in honoring the offer presented by the winner, fails to sign the concession contract within defined by the ANP;
- h) in cases of disqualification provided for in paragraphs (c) and (d) of section 1.5, except in the consortium offers that the other consortium members assume the responsibilities of the disqualified bidders.

Alternatively, the bidder may make the corresponding payment directly to the Union, according to the instructions on the website <http://www.brasil-rounds.gov.br>.

In both cases, of the guarantee or direct payment to the Union, the bidder will not be exempt from possible application of penalties in section 10 and the applicable law.

In mode deposit in cash, the execution of the bid bond will be performed by withdrawal of the amount corresponding to the guarantee for the object block of the offer. The appropriate monetary updating will be returned to the applicant if there is no effect of the fine provided for in section 10. If there is incidence of penalty the amount resulting from the monetary updating will be withheld and deducted from the total fine due.

Exoneration and return assurance offer

The offer of guarantee will be exempt under the following conditions:

- a) to all bidders in the case of withdrawal or cancellation of the bid, within 15 (fifteen) days after the publication of the act in the DOU;
- b) to bidders who did not have valid offer in the public presentation of offers, within fifteen (15) days after the public session;
- c) to all bidders who submitted valid offer, within 15 (fifteen) days after the signing of the concession contract.

After removal, the supply guarantees will be returned by appointment by the SPL. In the case of supply guarantee by means of cash deposit, the ANP will provide documentation authorizing the release of all available resources.

Non withdrawn offer guarantees will be filed by the ANP.

PRESENTATION OF OFFERS

Program and place of bidding

The public presentation of offers will be held on the date arranged in Table 1, at a location to be announced by the ANP under the information and consultation section, according to the following schedule:

a) Registration for the event (05/10/2017)

03:00 pm – Service to authorized representatives of the bidders. The Registration counter on this day will be open until 06:00pm hours.

b) Public presentation of offers (05/11/2017)

8:00 am – Services to other participants in the bidding. The Registration will remain open until the end of the public session;

9:00 am – Opening the public presentation of offers for the 4th Round of Bidding Area with Marginal Accumulations

Bidding sequence

The bidding referred to in this announcement will be held according to the sequence defined in Table 7.

Table 7 - Bidding sequence

Basin	Sector
Potiguar	SPOT-T3
	SPOT-T4
Espírito Santo	SES-T4

Basin	Sector
Recôncavo	SREC-T2
	SREC-T3
	SREC-T4
	SREC-C

Composition Offers

The offers will be made exclusively with the signing bonus value indication.

The signing bonus is the amount offered to obtain the award of the supply object area and must be paid by the bidder winning bidder, in a single payment within the period established by the ANP, as a condition for signing the concession contract.

The offered signing bonuses can not be less than the minimum value set for each of the supply in areas as listed in Table 22 of Appendix XIII. Any offer to submit a signing bonus less than the minimum value set for the area in question will be deemed invalid.

Initial work program (IWP)

The initial work program corresponds to the set of activities related to evaluation of the inactive area with marginal accumulation to be performed by the concessionaire. The initial work program should be mandatorily accomplished during the rehabilitation phase.

The activities of the initial work program, with the respective values of the financial guarantee is shown in Table 23 of Appendix XIV and are defined in the concession contract.

Procedure for submitting offers

The procedure offers and determination of the winning bid will be guided by the following rules:

- a) offers may be submitted by any bidder whose registration has been approved by CEL;
- b) the bidders shall comply with the eligibility requirements set out in the Tender Protocol for the area with marginal accumulation in the offer;
- c) each offer must be associated with a valid bid bond;
- d) offers must be prepared in specific computer program developed by ANP, which will be available on the website <http://www.brasil-rounds.gov.br>;
- e) forms generated by the computer program, accompanied by the digital version of the offer must be contained in a sealed envelope, identified with cover and signed by the authorized representative of the bidder;
- f) the offer in digital media will be approved with the printed version, which is the only official version. If there is a discrepancy between the written part and the digital, or technical problems in the digital version, it will be the printed document;
- g) offers should be drawn up by area offered;
- h) alert for areas with marginal accumulations located in the same sector must be contained in a single envelope;
- i) if the bidder wishes to submit bids in different consortiums for different areas located in the same sector, the offers should be submitted in separate envelopes;
- j) no bidder may make more than one offer for the same area, either individually or in consortiums, as laid down in art. 38, IV, of Law 9,478 / 1997. Such limitation is extended to: bidders the same corporate group; Bidders who share administrators in its management framework; and bidders whose authorized representative integrates the other bidder management framework. All offers involving the above cases, in the same area will be invalidated by CEL;
- k) the bidder or other bidders of the same corporate group may participate in other consortia to bid for different areas;
- l) the sealed envelopes must be submitted to the CEL during the public presentation of offers by the authorized representatives of the bidders, carrying official identification document with photo;
- m) CEL will verify the filling of the envelopes and may in its sole discretion, request relevant corrections;
- n) the envelopes containing the offers will be opened immediately after the deadline for their submission and will be analyzed by the CEL;
- o) the winning bids for each area in a given sector will be released before the opening of the presentation of offers for the next sector;
- p) They will only be accepted the offers made exclusively according to the instructions in this Tender Protocol;

the process will be made public and in a transparent manner.

Submission of offers in consortia

To participate in the 4th Round of Bidding Area with Marginal Accumulations, each bidder will have to sign individually. However, nobody submission of offers by bidders in consortia that meet the following requirements:

- a) the bidder indicated as consortium operator must meet the requirements for qualification in the minimum quality required for offering the object area;

- b) the other consortium members shall meet at least the requirements for qualification and submission of bids in the non-operator status (investor) defined in section 7.3.2.2.
- c) the bidder who intends to qualify as a non-operator may only submit consortium offers;
- d) the operator may not have an interest of less than 30% (thirty percent) in the consortium;
- e) each of the other consortium members must have a minimum of 5% (five percent) in the consortium;

the bidders must sign the commitment consortium constitution, under the consortium, indicating the bidder operator responsible for the consortium and for the conduct of operations as envelope cover model described in section 6.6.

Criteria for the Evaluation of offers

The evaluation of the bids will be made individually for each area with marginal accumulation.

The offers will be ranked in decreasing order of signature bonus amount in reais (R \$), respecting the minimum value set in accordance with Table 22.

the bidder offering the highest signing bonus value will be declared the winner of the public presentation of offers.

CEL will judge the offers in accordance with the criteria set out in this Tender Protocol, in Law No. 9,478 / 1997 and Law No. 12,351 / 2010, invalidating the offers that do not meet the pre-set requirements.

When two or more bidders offers the same signing bonus value for the same area with marginal accumulation and does not apply the provisions of Article 42 of Law No. 9,478 / 1997, will be given a new deadline for the tied bidders to submit new offers . In no case offers may be lower than previous offerings.

The schedule for the submission of new offers will be determined by the President of CEL. If these bidders do not present new bids or make new draw will be used as the draw tiebreaker held in public act in time and place designated by the CEL.

QUALIFICATION

The qualification includes the analysis of documentation to prove the legal regularity, tax and labor, the economic and financial capacity and technical capacity of the bidders.

ANP will only examine the documentation of the winning bidders of the public presentation of offers.

The bidders will be qualified as operators or as non-operators according to the criteria set forth in this section, and will be classified in the following levels:

- a) **The operator** - qualified to operate in blocks located in deep water, deep water, shallow water, on land and in areas with marginal accumulations;
 - b) **operator B** - qualified to operate in blocks located in shallow water, on land and in areas with marginal accumulations;
 - c) **operator C** - qualified to operate only in on land blocks located and in areas with marginal accumulations;
 - d) **operator D** - qualified to operate only in areas with marginal accumulations;
- no operator** - qualified to operate in consortia, subject to the provisions of Section 7.2.3.

The ANP will do the framework of the bidders in the highest possible qualification level, according to the analysis of the submitted documentation.

If the bidder gets different level of technical qualification from level of economic and financial qualification, the lowest level qualification will be considered.

After the closing of the public presentation of offers, the winning bidders must submit the documents for qualification listed in this section within the period specified in Table 1. Subject to the formalities set out in section 3, the winning bidder shall submit only one set of documents, regardless the number of areas which it secured.

In the case of consortium, the documentation for qualification must be submitted individually by each of the consortium members. The bidder indicated as consortium operator must obtain the minimum qualification required for the category area with marginal accumulation supply object.

The ANP may request any additional information and documents to support the qualification.

The information provided by bidders for qualification purposes may be verified by the ANP through previously scheduled inspections.

The bidders shall maintain the qualifying conditions to the signing of the concession contract under penalty of cancellation of qualifying.

Legal Qualification and proof of tax compliance and labor

To obtain the legal qualification, in addition to the documents already submitted for registration provided for in section 4.2, the bidders must submit the documents listed in this section, which will be evaluated according to the criteria defined in this Tender Protocol:

- a) corporate documents listed in section 4.2.1, if there has been any change in the articles of incorporation or the bidder's management board since the registration;
- b) statement of no impediment to signing the concession contract in accordance with Appendix XV, stating that there is no fact that would prevent the signing or execution of the concession contract;
- c) statement on relevant legal or judicial claims under Appendix XVI, attesting to the existence or non-existence of relevant legal or judicial claims, including those which may lead to insolvency, judicial recovery, bankruptcy, or any other event that may affect the financial capacity of the bidder (if relevant disputes, these must be disclosed);
- d) proof of tax compliance and labor, by presenting the following documents:
 - d.1) proof of enrollment in the CNPJ;
 - d.2) Joint Clearance Certificate of Debts or positive with negative effect on Federal Taxes and the Overdue Union, the office of the General Attorney of the National Treasury (PGFN), covering all federal tax credits administered by the RFB and PGFN;
 - d.3) Regularity Certificate FGTS (CRF);Clearance certificate Debts Labor, or positive with negative effect in charge of the Labour Court.

The bidders who submit registry registration and a regular situation in the System Unified Registration of Suppliers (SICAF) will be required to submit the documents listed in paragraph (d), except clearance certificate Debts Labor, or positive with negative effect in charge of Justice Labour.

The existence of the debtor as bidder registration is impeding fact of qualification, unless the recorded evidence that has filed demands in order to discuss the nature of the obligation, or its value, and offered enough to guarantee judgment, pursuant to the law; or is suspended the payment of the credit record object.

Foreign bidders are not required to submit the documents relating to the proof of tax compliance and labor.

Technical Qualification

The bidder will be technically qualified as operator A, B, C, D or non-operator.

The technical information must be provided in accordance with one of the following models of technical summaries, alternatively:

- a) technical qualification by experience of the bidder or its corporate group: technical summary 01 (APPENDIX XVII);
- b) technical qualification by experience of the technical staff of the bidder: technical summary 02 (APPENDIX XVIII);
- c) technical qualification by experience of the technical staff of the bidder - D operator: technical summary 02 B (APPENDIX XIX)
- d) technical qualification as non-operator: technical summary 03 (Appendix XX);
technical qualification to bidders that already operates in Brazil: technical summary 04 (APPENDIX XXI).

Technical Qualification operator as A, B or C

Technical qualification as operator can be obtained from the bidder's experience or its corporate group (section 7.2.1.1) or, alternatively, from the experience of the members of its technical staff in Brazil and / or abroad (section 7.2 .1.2).

The qualification by the experience of the bidder or its corporate group will be based on:

- a) experience in E & P activities (section 7.2.1.1.1);
- b) time experience in E & P activities (section 7.2.1.1.2);
- c) volume production of the last five (5) years (section 7.3.1.1.3);
- d) amount of investments in exploration in the last five (5) years (section 7.2.1.1.4);
aspects related to Safety, Environment and Health (SMS) (section 7.2.1.1.5).

The qualification of the technical framework of the bidder members experience will be based on the professional experience of members of the technical framework bidder in E & P activities.

If the bidder to qualify through the experience of members of its technical staff, the maximum possible qualification will be the operator level B.

In no event shall be admitted the sum of the bidder's experience with the experience of the technical staff members.

For framing effects of bidder on one of the levels of qualification as operator (A, B or C), the ANP will assign cumulatively score for each activity performed.

If the bidder is developing cumulatively, in the same environment, activities as operator, not the operator or service provider, only the highest score will prevail.

Qualification for the experience of the bidder or its corporate group

The experience of the bidder or its corporate group in Brazil and / or abroad shall be informed as technical summary model 01, of Appendix XVII.

Score by experience in E & P activities

a) Experience in E & P activities on land:

the following points to the bidders that are developing E & P activities on land will be computed by following the best practices of the oil industry:

a.1) Operating Activities:

10 (ten) points in operating condition; or

5 (five) points in the non-operated condition; or

5 (five) points in condition of providing technical services to oil companies.

a.2) Production activities:

Ten (10) points in operating condition; or

5 (five) points in the non-operated condition; or

5 (five) points in condition of providing technical services to oil companies.

b) Experience in E & P activities in shallow waters:

The following points to the bidders that are developing E & P activities in shallow water (water depths up to 400 meters deep) will be computed following the best practices of the oil industry:

b.1) Operating Activities:

10 (ten) points in operating condition; or

5 (five) points in the non-operated condition; or

5 (five) points in condition of providing technical services to oil companies.

b.2) Production activities:

10 (ten) points in operating condition; or

5 (five) points in the non-operated condition; or

5 (five) points in condition of providing technical services to oil companies.

c) Experience in E & P activities in deep and ultra-deep waters:

The following points to the bidders that are developing E & P activities in deep and ultra-deep waters (water depths greater than 400 meters deep) will be computed following the best practices of the oil industry:

c.1) Exploration activities:

10 (ten) points in operating condition; or

5 (five) points in the non-operated condition; or

5 (five) points in condition of providing technical services to oil companies.

c.2) Production activities:

10 (ten) points in operating condition; or

5 (five) points in the non-operated condition; or

5 (five) points in condition of providing technical services to oil companies.

d) Experience in E & P activities in harsh environments:

The following points to the bidders that are developing E & P activities in harsh environments will be computed by following the best practices of the oil industry:

10 (ten) points in operating condition; or

5 (five) points in the non-operated condition; or

5 (five) points in condition of providing technical services to oil companies.

For this criterion will be considered E & P activities in harsh environments where occur one or more of the following: marine currents strong, drilling in high pressure and high temperature conditions (well whose pore pressure gradient is greater than 2.62 psi / m or the expected pressure on the BOP - "Blow Out Preventer" - is greater than 10,000 psi and static temperature at the bottom is more than 150 ° C), production activities in remote areas (if understood as remote areas those impose access restrictions, hampering the exploration and production of hydrocarbons) and production of heavy oil (10 ° API to 22 API) and / or extra heavy (below 10 ° API) and high presence of contaminants such as CO₂ (carbon dioxide) and H₂S (hydrogen sulphide), which can cause operational risks.

e) Experience in E & P activities in environmentally sensitive areas:

The following points will be computed for bidders who are developing E & P activities in environmentally sensitive areas, following the best practices of the oil industry:

10 (ten) points in operating condition; or

5 (five) points in the non-operated condition; or

5 (five) points in condition of providing technical services to oil companies.

For this criterion will be considered E & P activities in areas of influence which occur one or more of the following: rare, endemic or threatened; aggregation of species (migratory routes, reproduction, growth, food); areas defined as priorities for biodiversity conservation; natural resources of socio-economic importance to local and / or artisanal fishermen communities; conservation units; indigenous and / or traditional communities; presence of archaeological sites or speleological heritage.

Table 9 - Scoring for E & P activities in development

Operational environment	Operating condition			
	Operator		Non-operator / Provider of technical services	
	Exploration	Production	Exploration	Production
Land	10	10	5	5
Shallow Waters	10	10	5	5
Deep or Ultra Deep Water	10	10	5	5
Harsh Environments	10		5	
Environmentally Sensitive Areas	10		5	

Score by long experience in E & P activities

The bidder who inform experience as an operator in E & P activities will receive, depending on the time of experience and operating environment (land, shallow or deep / ultra-deep waters), the score set out in Table 10.

For the bidder who, alternatively, inform experience in providing technical services to oil companies or have experience as a non-operator will be computed half of the points assigned to that with experience as operator.

Table 10 - Score by time experience in E & P activities as an operator

Operational environment	Experience time – T (in years)			
	$2 \leq T < 5$	$5 \leq T < 10$	$10 \leq T < 15$	$T \geq 15$
Land	5	10	15	20
Shallow water	10	15	20	25
Deep / ultra deep waters	15	20	25	30

Table 11 - Score by time of experience in E & P activities in the condition as non-operator or service provider

Operational environment	Experience time – T (in years)			
	$2 \leq T < 5$	$5 \leq T < 10$	$10 \leq T < 15$	$T \geq 15$
Land	2,5	5	7,5	10
Shallow water	5	7,5	10	12,5
Deep / ultra deep waters	7,5	10	12,5	15

Score by oil equivalent production volume

Will be computed **1 (one) point** for each one (1) thousand barrels / day of oil equivalent produced to a **maximum of fifteen (15) points**. The volumes reported should refer to the participation of the bidder as an operator. the arithmetic mean of the last volumes of annual production five (5) years will be considered.

Score by the amount of investments in exploration activities

The bidder to inform the investments in exploration activities as an operator will receive score according to the amount of investment and operating environment, in accordance with the provisions in Table 12.

The amount of investment of the last five (5) years regarding the participation of the bidder as an operator will be considered. If investment value is referenced in US dollars (US \$) should be

used to convert the average exchange rate (Ptax-sales) the year it was made. All investments must be brought to present value by the accumulated IGP-M until the month of January 2015.

Table 12 - score according to the amount of investments in exploration activities

Ambiente operacional	Montante de investimentos – I (em milhões de reais)		
	15 ≤ I < 30	30 ≤ I < 60	I ≥ 60
Land	2	3	4
Shallow water	3	4	5
Deep / ultra deep waters	4	5	6

Score depending on the aspects related to SMS

Shall be computed **two (2) points** for the bidder that submit copy of your **SMS** policy or similar corporate procedure that express the commitment to buy goods and services from third parties that adopt good SMS practices.

Shall be computed **two (2) points** for the bidder to submit certification of an Integrated SMS Management. The bidder shall submit a copy of the certificates issued by an independent entity with which it does not have any link, attesting to the implementation of an Integrated SMS Management in E & P operations.

Qualification for the experience of the members of the technical framework bidder

The bidder that does not have enough experience in E & P activities to qualify under section 7.2.1.1.1 can use the experience of its technical staff for qualification.

Therefore, please inform the experience of the members of its technical staff in E & P activities in Brazil and / or abroad, as technical summary model 02 of Appendix XVIII. The summary should contain the signature of each indicated professional, duly notarized.

It is necessary that the bidder has a technical framework with at least a professional with experience in exploration and another with experience in production activities.

It is considered as an integral whole professional technical staff with ties to legal person for the job performance or function, such as: employee, service provider, consultant, among others.

The experience of the technical staff members will be assessed and receive a score, depending on the place of work in the E & P activities, also considering operating experience in harsh environments and environmentally sensitive areas, as specified in Table 13.

Table 13 - Score based on experience of the technical staff

Area of activity	Time of experience T (in years)		
	$2 \leq T < 5$	$5 \leq T < 10$	$T \geq 10$
Exploration - Land	3	5	7
Production - Land	3	5	7
Exploration - Shallow water	3	5	7
Production - Shallow water	3	5	7
Exploration - Deep / ultra deep waters	3	5	7
Production - Deep / ultra deep waters	3	5	7
Operation in harsh environments	3	5	7
Operation in environmentally sensitive areas	3	5	7

Technical Levels of qualification as Operator A, B or C

For framing effects of bidder on one of skill levels, the ANP will use the following criteria for technical qualification:

- from 2 to 29 points: carrier C;
- from 30 to 80 points: operator B;
- 81 points or more: operator A.

To the bidder to obtain technical qualification as an operator A must necessarily have experience in exploration and production activities in shallow, deep and ultra-deep water as an operator, regardless of the score achieved.

Technical qualification as operator D

Technical qualification as operator D can be obtained from the experience of its technical staff.

For this, the bidder must inform the experience of the members of its technical staff in E & P activities in Brazil and / or abroad, according to the model of technical summary 02-B of Appendix XIX. The bidder shall indicate in the technical summary at least one professional with at least two (2) years of experience. No score will be evaluated.

The summary should contain the signature of each indicated professional, duly notarized.

Is considered as an integral whole professional technical staff with ties to legal person for the job performance or function, such as: employee, service provider, consultant, among others.

Technical qualification as non-operator

To obtain the technical qualification as a non-operator, the bidder to must submit description of its main activity as well as their relationship with their headquarters or controller, when applicable, as technical summary 03 of the Appendix XX.

Technical Qualification for bidder that already operates in Brazil

The bidder that has the concession contracts or production sharing existing in Brazil for exploration and production of oil and natural gas, for qualification at the same level where it already operates, must submit list of numbers of the contracts and their respective areas acting as technical summary 04 of Appendix XXI.

The bidder may also use the existing contracts signed by companies entrepreneurs of their corporate group.

For technical qualification higher than it already operates, the bidder must meet the requirements of section 7.2.1 and 7.2.2, as applicable.

Economic and financial qualification

Economic and financial qualification as Operator A, B, C or D

For the purpose of economic and financial qualification, the bidder must submit the following documents for the last three fiscal years:

- a) Financial Statements:
 - a.1) Balance Sheet;
 - a.2) Statements of Retained earnings and may be included in the Statement of Changes in Shareholders' Equity;
 - a.3) The Income Statement;
 - a.4) Cash Flow Statement;
 - a.5) Notes;
 - a.6) Statement of Value Added, if a public company.
- b) Opinion of an independent auditor, required of bidders with net equity equal to or greater than R \$ 2,250,000.00 (two million, two hundred fifty thousand reais).
- c) APPENDIX Form XXII - Summary of Financial Statements, only for foreign bidders.

The financial statements must be submitted in accordance with Law No. 6,404 / 1976, which may not be replaced by temporary balance sheets, subject to the requirement to present the opinion of an independent auditor as provided in paragraph "b".

If the bidder is parent company of corporate group must submit its consolidated financial statements, subject to the provisions of the Accounting Pronouncements Committee (CPC) and the correlation with international accounting standards (IFRS)..

The ANP may request submission of Quarterly Information (ITR), according to art. 16, VIII, of CVM Instruction 202/1993, to support the analysis of qualification.

The bidder established for less than three years must submit the financial statements and the independent auditor for the fiscal years that are already closed, as set out in paragraph "b".

The bidder made in the same year of this bid must submit the Interim Financial Statements, sealed its replacement by temporary balance sheets, and accompanied by an opinion of an independent auditor, as set out in paragraph "b". In this case, for equity verification purposes, the bidder must submit a copy of their latest social status filed in trade register body of his jurisdiction.

The bidder that wish to prove an increase in equity occurred in the same year of this bid must submit the Interim Financial Statements, sealed its replacement by temporary balance sheets and accompanied by an opinion of an independent auditor, as set out in paragraph "b". If the increase is due to changes in the capital, the bidder must also submit a copy of their latest social status filed in trade register body of his jurisdiction.

The foreign bidder, in addition to the documents required in items "a" and "b" should, in addition, the Appendix XXII completed and signed by the directors and by legally qualified accountants in the country, observed the formalities set out in section 3. In hypothesis of the

absence of the document required in this section, the foreign bidder shall comply with the provisions of section 3.1.1.

Framework criteria for economic and financial qualification

The bidder must demonstrate, by means of the documents mentioned in section 7.3.1, which has equity equal to or greater than the minimum equity required for the operational environment where wished to act.

Minimum net worth to qualify as operator

For qualification as operator the bidder must have net worth equal to or greater than the values listed in Table 14.

Table 14 - Minimum values of equity to economic and financial qualification

Level of qualification	Operational operating environments	Minimum shareholders' equity
Operator A	Ultra-deep, deep, shallow water, land areas and marginal accumulations	R\$ 122.000.000,00
Operator B	Shallow water, land areas and marginal accumulations	R\$ 67.000.000,00
Operator C	Land areas and marginal accumulations	R\$ 4.500.000,00
Operator D	Areas with marginal accumulations	R\$ 700.000,00

Minimum net worth to qualify as non-operator

To qualify as a non-operator the bidder must have net worth equal to or greater than 50% (fifty percent) of the minimum net worth required for operator "D", as shown in Table 14.

Summary of documents and eligibility criteria

Table 15 consolidates the underlying criteria of qualification levels set forth in this Tender Protocol.

Table 15 - Consolidation of the underlying criteria of qualification levels

Qualification	Legal qualification	Technical qualification ¹	Economic and financial qualification (PLM)	Environment
Operator A	proof of reg. Tax and labor	81 points or more ²	R\$ 122.000.000,00	qualified to operate in ultra-deepwater blocks, deep water, shallow water, land and in areas with marginal accumulations
Operator B	proof of reg. Tax and labor	From 30 to 80 points	R\$ 67.000.000,00	qualified to operate in shallow water blocks, on land and in areas with marginal accumulations
Operator C	proof of reg. Tax and labor	From 2 to 29 points	R\$ 4.500.000,00	qualified to operate on blocks located on land and in areas with marginal accumulations
Operator D	proof of reg. Tax and labor	E & P professional with at least 2 years of experience	R\$ 700.000,00	qualified to operate only in areas with marginal accumulations
Non Operator	proof of reg. Tax and labor	Summary of it's main activity	50% of the PLM required by the operator	can only submit offers in consortium with other bidders

Notes:

¹ In the case provided for in section 7.2.4, the scoring criterion does not apply for the purpose of technical qualification.

² In order to obtain qualification at operator level A, the bidder must have experience in exploration and production activities in shallow, deep or ultra deep waters in the condition of operator, regardless of the score achieved.

Table 16 consolidate the documentation of qualification and submission procedures set forth in this Tender Protocol.

Table 16 - List of documents for qualification

Nature	section in the announcement	Document	Mandatory	Model	Notarization	Documents issued abroad and / or in a foreign language		
						Consularisation in diplomatic distribution (for documents issued abroad)	Translation Requirement (for documents in a foreign language)	
7.1 Legal qualification and proof of fiscal and labor regularity	4.2.1 a)	Corporate documents / Articles of incorporation	When there is change	No	√	√	√	√
	4.2.1 b)	Corporate documents / Proof of the powers and names of legal representatives	When there is change	No	√	√	√	√
	4.2.1 c)	Corporate documents / Documents proving compliance with any conditions for the exercise of the powers of representatives	When there is change	Não	√	√	√	√
	4.2.1 d)	Ace) Declaration of current corporate acts	When there is change	APPENDIX V	√	√	Not applicable. Follow the attached model. *	√
	7.1 b)	Acl) Declaration of absence of impediments to the execution of the concession contract	√	APPENDIX XV	√	√	Not applicable. Follow the attached model. *	√
	7.1 c)	Declaration on relevant legal or judicial issues	√	APPENDIX XVI	√	√	Not applicable. Follow the attached model. *	√
	7.1 d1)	Proof of registration of CNPJ	Only for national bidders	No	Not applicable	Not applicable	Not applicable	Not applicable
	7.1 d2)	Clearance Certificate of Debts or Positive with Negative effect related to Federal Taxes and to Active Debt of the Union, by the Attorney General of the National Treasury (PGFN)	Only for national bidders	No	Not applicable	Not applicable	Não aplicável	Not applicable

Nature	section in the announcement	Document	Mandatory	Model	Notarization	Documents issued abroad and / or in a foreign language		
						Consularisation in diplomatic distribution (for documents issued abroad)	Translation Requirement (for documents in a foreign language)	
	7.1 d3)	FGTS Regularity Certificate (CRF)	Only for national bidders	No	Not applicable	Not applicable	Not applicable	Not applicable
	7.1 d4)	Clearance certificate of Labor Debts	Only for national bidders	No	Not applicable	Not applicable	Not applicable	Not applicable
7.2 Technical Qualification	7.2	Technical Summary	√	APPENDIX XVII, XVIII, XIX, XX, XXI	√	√	Not applicable. Follow the attached model. *	√
	7.2.1.1.5	Copy of SMS policy	If applicable	No	√	√	√	√
	7.2.1.1.5	Certificates of Integrated SMS Management System	If applicable	No	√	√	√	√
7.3 Financial Qualification	7.3.1 a)	Financial Statements	√	No	√	√	√	√
	7.3.1 b)	Independent auditor's report	PL greater than R \$ 2,250,000.00	No	√	√	√	√
	7.3.1 c)	Summary of Financial Statements	Only for foreign bidders	APPENDIX XXII	√	√	√	√

Notes:

* If notarization is in a foreign language, your sworn translation and registration in the RTD is required.

Qualifying Results

The result of the qualification of the winning bidders of the public presentation of offers, approved by CEL, will be published in DOU and on the website <http://www.brasil-rounds.gov.br>.

Any appeals against the results of the qualification will be processed in the form of section 12.

Procedure in case of non-qualification of the winning bidder of the public presentation of offers

Bidders who submitted offer alone

If the bidder winning of the public presentation of offers is not qualified as a minimum required level for the area with marginal accumulation object of the offer, the bidder in question will be disqualified, being observed the following call procedure of the remaining bidders presented bid for the same area:

- a) the remaining bidders who have submitted valid offer shall be convened by single call, to within defined by CEL, express their interest in honoring the best offer of the public session;
- b) the bidders that express interest must submit, within the period prescribed by CEL, the qualification documents provided for in section 7 and guarantees of valid offers, if necessary;
- c) qualifying will be held in the ranking of offers provided for in section 6.7, until one of the bidders meet the qualification requirements;
- d) if none of the bidders expresses interest in honoring the best offer of the public session or who express are not qualified will be considered new winner of the public presentation of offers in their area, the bidder who submitted the next offer better classified ;
- e) the new winning bidder will be called to submit qualification documents and guarantees of valid offers, if necessary;
- f) if the bidder mentioned in paragraph (e) is not qualified, the procedure is restarted from the point (a), until one of the bidders meet the qualification requirements.

The bidder that does not obtain qualifications at the minimum level required for the area with marginal accumulation object of the offer will have executed bid bond and financially settled in accordance with section 5.5, without prejudice to any application of the penalties provided for in section 10 and legislation applicable.

For areas where there are no remaining bidders, the CEL declare the bidding closed.

Bidders who submitted offer in consortium

If a not qualified bidder is a member of the winning consortium, the other consortium members shall be called for within defined by CEL, expressed interest in taking over the responsibilities of non-qualified bidder, subject to any application of the penalties in section 10 and legislation.

Therefore, it is necessary that the consortium hold at least one qualified consortiums at the minimum level required for the area with marginal accumulation object of the offer to act as an operator of the concession. If necessary, the other consortium members will be invited to submit new documentation of qualifications in order to take over the operation of the consortium.

The call from the other consortium members will precede the call provided for in section 7.6.1

Under no circumstances will be allowed to new member entering the winning consortium before the signature of the concession contract.

If any of the consortium members bidders assume the responsibilities of non-qualified bidder, the bid security shall be forfeited and financially settled in accordance with section 5.5, without prejudice to any application of the penalties in section 10 and the applicable law, and will be applied provisions of section 7.6.1.

AWARD OF PURPOSE AND BIDDING OF APPROVAL

CEL will prepare detailed report of the bidding procedure, which shall include the results of the bidding, award proposal of the bidding process, according to the criteria used in the trial, as well as the list of invalidated offers and their respective reasons.

The Board of the ANP will review the report and decide on the award of the bidding object, the result of which will be published in DOU, in <http://www.brasil-rounds.gov.br> electronic site and, at the discretion of the ANP, in newspapers wide circulation.

The Board of the ANP approves the bidding and shall invite the qualified bidders, winning of the bidding for the signature of the concession contracts, under section 9.

CONCESSION CONTRACT SIGNING

The winning bidders convened under section 8 or affiliates designated by them enter into concession contracts with the ANP for the rehabilitation and production of oil and natural gas.

For signing of the concession contracts, bidders or affiliates designated by them shall submit documents and guarantees, as well as verify the signature bonus payment, as provided in this section, within the time limits set out in Table 1.

The late payment will result in increase of 10% (ten percent) of the amount offered for the signing bonus, plus default interest of 1% (one percent) per month until the date of actual payment. In this case, the bidder must apply the calculation of the amount due by means of electronic mail rodadas@anp.gov.br, stating the date in which to make payment.

will be entered into a concession contract for each area finished off. The ANP will publish extracts of the concession contracts signed in DOU.

Documents for signing of the concession contracts

Documents for signature of concession contracts should be presented in a unique way, regardless of the amount of auctioned areas except discriminated documents in sections 9.1.2.1, 9.1.2.2, 9.1.2.3, 9.1.3, 9.1.4 , 9.1.5 (where applicable) and 9.1.6 which must be submitted for each contract to be signed.

Table 17, presented at the end of this section, the consolidated list of documents necessary for signing of the concession contracts.

Information of the signatory

The winning bidder must submit the information listed in Appendix XXIII.

Financial guarantee the initial work program

The winning bidder must submit financial security to support the fulfillment of the initial work program, as models of APPENDICES XII, XXIV and XXV, in the forms provided in this section.

The total value of guarantees submitted shall be equal to 30% of the estimated minimum investment for each work area, according to Table 24.

When the winning bidder is a consortium, the submitted guarantees must be accompanied by letter signed by all partners under APPENDIX XXVI, expressing fully aware of paragraph 11.4 of the Concession Contract and the obligations of the initial work program are indivisible, while the each consortium, jointly and severally, the compensation obligation in the event of noncompliance.

Financial guarantees in the modalities letter of credit and guarantee insurance should be accompanied by the following documents evidencing the legal representatives of the issuer condition:

- a) corporate documents that concern company business who provide the guarantee, detailed in section 4.2.1, noting that the document paragraph (d) of that section must be signed by legal representatives of that company, authorized to do so;
- b) Procuration for representatives who shall sign the guarantees, if applicable; and
- c) Documents (CPF and RG) of the representatives referred to in (b).

Financial guarantees of the initial work program will be presented in the following categories:

Letter of Credit

Will only be accepted letter of credit issued by banks or financial institutions regularly registered with the Central Bank of Brazil and able to operate, which are classified less than "BB-" or "Ba3", the long-term rating scales one of the credit rating agencies Fitch Ratings, Standard & Poor's and Moody's.

These institutions can not be under Audit Committee regime, Intervention, Extrajudicial Liquidation and Extraordinary Inspection, or serving a penalty imposed by their regulator.

Letter of credit should be issued in accordance with the Appendix XXIV model and shall be accompanied by documentary evidence of the condition of legal representatives of the issuer broken down in (a), (b) and (c) of the section 9.1.2.

Insurance Guarantee

guarantee insurance policies will be accepted issued by an insurer duly registered with the Superintendency of Private Insurance (SUSEP), containing reinsurance cover under the APPENDIX XXV model.

The guarantee insurance policies must be accompanied by a declaration containing the reinsurance contract number made by a company business authorized by SUSEP, and the documents proving of the status of legal representatives of the issuer broken down in (a), (b) and (c) of the 9.1.2 section.

Deposit Guarantee

The security deposit as guarantee is governed by Decree-Law No. 1,737 / 1979 and by Decree No. 93,872 / 1986.

To guarantee the initial work program (IWP) in the security deposit form, the interested bidder (Escrow) shall open one or more deposit accounts at any branch of Caixa Econômica Federal (CEF), whose favored the National Petroleum Agency , Natural Gas and Biofuels - ANP (CNPJ 02,313,673 / 0002-08).

The numbering of the escrow account will be set by the CEF at the time of its opening, which should be deposited the importance, preferably in cash or by check, the guarantee of the initial work program for each concession contract (an individual deposit-account for the guarantee of IWP of each concession contract).

For the use of this method must be submitted the deposit slip, the original copy of Security deposit Receipt Form duly completed and signed. If the deposit is made by check, you must also send the escrow account extract proving the compensation check.

The standard model of CEF "Receipt Security Deposit" is available in Appendix XII ..

The criteria, conditions and correction indexes / update are defined by the CEF and are set forth in the appropriate form "Receipt of Security deposit."

Signature bonus payment voucher

The winning bidder must submit copies of the Union Payment Form (GRU) and receipt of payment of the signature bonus, accompanied document detailing the identification of areas which referred to payment.

If the payment is made after the deadline set out in Table 1, copies of the GRU and the signing bonus payment receipt with addition and default interest should be submitted in three (3) business days before the date set for signing the contracts concession.

Consortium Contract

The winning bidders that presented bid in consortium must submit constitutive instrument of the consortium filed at the proper Commercial, signed by the consortium members.

The consortium contract must contain an indication of the bidder leader responsible for the consortium and for the conduct of operations, subject to joint liability as provided in art. 38 of Law No. 9,478 / 1997.

The bidder as an operator should have a minimum 30% stake in the consortium and other minimum of 5%, as set out in section 6.6.1.

Performance Guarantee

The performance guarantee is the document by which a business company, which controls (directly or indirectly) or matrix, fully guarantees the contractual obligations undertaken by the signatory of its corporate group under the APPENDIX XXVII model.

The performance guarantee will be required the signatory of the concession contracts solely as an operator when the winning bidder or affiliated indicated for signing the concession contract has not proven experience in exploration and production of oil and gas natural, qualifying technically the experience of its corporate group. The performance guarantee shall be accompanied by: (i) the corporate documents of the business company that will provide the guarantee, detailed in section 4.2.1, noting that the document paragraph (d) of that section must be signed by representative legally of that company, authorized to do so; and (ii) the organization chart explaining the relationship between company business who provide the performance guarantee and the expert liability company under section 4.2.3.

Term decommissioning and abandonment of Commitment

The winning bidder must submit term of commitment, in which it undertakes to carry out all activities necessary for the abandonment of wells that will carry out interventions aimed at restoring its operating conditions for production or injection, among those who have been by it indicated in Appendix XXVIII, and the deactivation of facilities and environmental recovery of the affected areas.

Corporate Documents

The winning bidder must restate the corporate documents provided for in section 7.1 (a) if they have been altered since its presentation.

The corporate purpose of winning bidder, to be contained in articles of incorporation, must be appropriate to the object of bidding.

Proof of tax regularity and labor

The winning bidder must restate the certificates provided for in section 7.1 (d) if the expiration date has expired.

The existence of registration of the bidder as debtor shall constitute an impeding fact for signing the concession contract, unless the recorded evidence that:

- a) has filed demands in order to discuss the nature of the obligation, or its value, and offered enough to guarantee judgment, pursuant to the law; or
- b) is suspended the payment of the credit record object.

Table 17 - List of documents for signing the concession contracts

Nature	Section in the edict	Document	Mandatory	Model	Notarization	Documents issued abroad and / or in a foreign language		
						Consularisation in diplomatic distribution (for documents issued abroad)	Sworn translation (for documents in a foreign language)	RTD (for documents issued abroad)
9.1 Documents for signing the concession contracts	9.1.1	Information from the signatory	√	APPENDIX XXIII	√	√	Not applicable. Follow Appendix template. *	√
	9.1.2	Financial guarantee of the initial work program	√	APPENDIX XII, XXIV, XXV	√	√	Not applicable. Follow Appendix template. *	√
	9.1.2	Statement by the consortium dealer on the financial guarantees of the initial work program	If applicable	APPENDIX XXVI	√	√	Not applicable. Follow Appendix template. *	√
	9.1.3	Proof of payment of the signing bonus	√	No	No	Not applicable	Not applicable	Not applicable
	9.1.4	Consortium agreement	If applicable	No	√	Not applicable	Not applicable	Not applicable
	9.1.5	Performance guarantee	If applicable	APPENDIX XXVII	√	√	Not applicable. Follow Appendix template. *	√
	9.1.6	Term Commitment of deactivation and abandonment	√	APPENDIX XXVIII	√	√	Not applicable. Follow Appendix template. *	√
	4.2.1 a)	Corporate documents / Constitutive Acts	When there is a change	No	√	√	√	√
	4.2.1 b)	Corporate documents / Proof of the powers and names of legal representatives	When there is a change	No	√	√	√	√
	4.2.1c)	Corporate documents / Documents proving compliance with any conditions for the exercise of the powers of representatives	When there is a change	No	√	√	√	√
	4.2.1 d)	Statement of actuality of corporate acts	When there is a change	APPENDIX V	√	√	Not applicable. Follow Appendix template. *	√

Nature	Section in the edict	Document	Mandatory	Model	Notarization	Documents issued abroad and / or in a foreign language		
						Consularisation in diplomatic distribution (for documents issued abroad)	Sworn translation (for documents in a foreign language)	RTD (for documents issued abroad)
	7.1	Proof of fiscal and labor regularity	If the expiry date has expired	No	No	No	No	No
9.2 Signing of the concession contract by an affiliated company	9.2.1	Documents related to qualification, financial, technical, legal and proof of fiscal and labor regularity of the affiliated company	If applicable	Follow the guidance in Table 16 - List of documents for qualification	Follow the guidance in Table 16 - List of documents for qualification	Follow the guidance in Table 16 - List of documents for qualification	Follow the guidance in Table 16 - List of documents for qualification	Follow the guidance in Table 16 - List of documents for qualification

Note:

* If notarization is in a foreign language, sworn translation and registration in the RTD are required.

Signature of the concession contract by affiliate

The winning bidder may delegate the signing of the concession contract to affiliate that has its headquarters and management in Brazil.

It is understood by affiliate, for the purpose of signing the concession contract, legal entity that carries on business and integrates the same formal group of companies that the winning bidder or that this is linked by common ratio of control, direct or indirect.

Foreign winning bidder that does not have subsidiary established in Brazil must mandatorily establish Brazilian company with headquarters and administration in the country to appear as a concessionaire.

In case of consortium, the participation of affiliated indicated will be identical to the participation of the winning bidder that the indicated defined in standard envelope submission of bids.

The affiliate to receive the delegation should submit documents for signing the concession contract, provided for in sections 9.1.2, 9.1.3, 9.1.6 and, if applicable, 9.1.4 and 9.1.5, and obtain economic and financial qualification and legal at the level required to sign the concession contract or higher, and prove their tax regularity and labor.

Affiliate Qualification indicated to sign the concession contract

The affiliate indicated to sign the concession contract must submit the following documents for economic and financial and legal qualification and proof of tax regularity and labor within defined in Table 1, as provided in section 3:

- a) corporate documents of signatory in accordance with section 4.2.1;
- b) Procuration for appointment of authorized representatives in accordance with section 4.2.2;
- c) Organization chart explaining the relationship between the bidder and winning the signatory in accordance with section 4.2.3;
- d) Declaration of no impediment to signing the concession contract in accordance with section 7.1 (b);
- e) Declaration on relevant legal or judicial claims in accordance with section 7.1 (c);
- f) Proof of tax regularity and labor, in accordance with section 7.1 (d);
- g) Financial statements and opinion of an independent auditor in accordance with section 7.3.1.

The affiliate indicated for signing the concession contract may choose to technically qualify in accordance with section 7.2, or take advantage of the experience of its corporate group, using the technical qualification of the winning bidder

If the affiliate indicated does not get qualification at least the required level to sign the concession contract or does not prove tax regularity and labor, the procedure provided for in section 9.3 will be adopted.

Procedure in case of non-execution of the concession contract

No bidder signature that has won alone

If the bidder has alone won the bidding and not to conclude the concession contract until the date set by the ANP, the remaining bidders that presented bid for the area in question will be called through single call to express interest in honoring the winning bid .

To express its interest, the remaining bidder shall, within defined by CEL, formally declare, under section 3 that will honor the values in the winning bid. In the same period, should provide guarantees of valid deals in case that the guarantees held under section 5.3 are due.

From the ANP call for the signing of the concession contract, the remaining bidder that express interest in taking over the winning bid will have deadline set by the CEL to submit qualification documents provided for in section 7, if applicable, and the signing of documents provided for in section 9.

If the remaining bidders have not passed the qualification stage, the procedure set out in section 7 will be adopted.

The preferred criterion for signing the concession contract will be the ranking order provided for in section 6.7.

If the winner bidder or that who express interest in honoring the offer presented by the winner does not conclude the concession contract, his security bid shall be forfeited and financially settled in accordance with section 5.5, without prejudice to the penalties provided in section 10 and applicable law.

In this case, if the signing bonus has already been paid, the amount will be returned by the ANP, after deducting the amounts owed by the penalties provided for in section 10 and the applicable law.

For areas where there was no remaining bidders interested in honoring the winning bid, the CEL declare the bidding closed.

No signature of the bidder member of consortium

In case a bidder member of the winning consortium does not conclude the concession contract until the date set by the ANP, the other consortium members shall be called for within defined by CEL, expressed interest in taking over the responsibilities of the disqualified bidder or quitter, without prejudice to the penalties provided for in section 10 and the applicable law.

Therefore, it is necessary that the consortium hold at least one qualified consortium member at the minimum level required for the area with marginal accumulation object of the concession contract, to act as an operator. If necessary, the other consortium members will be invited to submit new documentation of qualifications in order to take over the operation of the consortium.

The call from the other consortium members will precede the call provided for in section 9.3.1.

Under no circumstances will be allowed to new members entering the winning consortium before the signature of the concession contract.

If any of the consortium members bidders assume the bidder's responsibility disqualified or quitter, provision of security shall be forfeited and financially settled in accordance with section 5.5 and will be adopted the provisions of procedure in 9.3.1 section, without prejudice to the application of penalties in section 10 and the applicable law.

In this case, if the signing bonus has already been paid, the amount will be returned by the ANP, after deducting the amounts owed by the penalties provided for in section 10 and the applicable law.

No signature by consortium

If the winning consortium does not conclude the concession contract until the date set by the ANP, the procedure set out in section 9.3.1 and the bid bond will be adopted will be executed and financially settled in accordance with section 5.5, without prejudice to the application of penalties in section 10 and the applicable law.

In this case, if the signing bonus has already been paid, the amount will be returned by the ANP, after deducting the amounts owed by the penalties provided for in section 10 and the applicable law.

PENALTIES

Without prejudice to the bidder's disqualification in the cases provided for in section 1.5 and the implementation of the provision of security in cases of noncompliance with the obligations set forth in this Tender Protocol or applicable legal provisions, the bidder, through an administrative procedure in which they are provided contradictory and full defense, be subject to the following penalties:

- a) fine;
- b) temporary suspension of the right to participate in future bids and contracts with the ANP for the minimum period of 6 (six) months and a maximum of five (5) years and may be extended to the corporate group of the lawbreaker;
- c) declaration of unfitness to bid or contract with the Public Administration while the candidate the decisive reasons for punishment or until promoted their rehabilitation before the ANP, which will be granted if the offender make compensation for damages resulting from the infringement, and after expiry of the period of penalty imposed on the basis of the preceding paragraph.

Temporary suspension penalties's of the right to participate in future bids and declaration of unfitness shall be graduated according to the seriousness of the infraction, the benefit to violator and his background.

FINE

- a) Will be 10% (ten percent) penalty applied of the sum of the value of the offered signature bonus and the value of the initial work program defined according to Table 23 of APPENDIX XIV:
 - a.1the bidder winning the public presentation of offers (as section 6.6) that is not qualified or do not keep the conditions of qualification to the execution of the concession contract;
 - a. the remaining bidder to express interest in honoring the best offer and is not qualified or do not keep the conditions of qualification to the execution of the concession contract.

- b) Will be 20% (twenty percent) penalty applied of the sum of the value of the offered signature bonus and the value of the initial work program defined according to Table 24 of Appendix XIV:
 - b.1the winner bidder of the bid (as Section 8) not to conclude the concession contract until the date set by the ANP;

b.2 the remaining bidder to express interest in honoring the winning bid of the bid and not sign the concession contract until the date set by the ANP;

In case of a consortium, the fine amount will be proportional to the participation of bidders in the consortium. When the other consortium members assume the responsibilities of the disqualified bidder or quitter, pursuant to sections 7.6.2 and 9.3.2, the fine will be applied only to this in proportion to their participation.

The remaining bidder declared the new winner of the public presentation of offers in accordance with paragraph (d) of section 7.6.1 will not be subject to the application of the fine provided for in paragraph (a) of this section.

Temporary suspension

The temporary suspension of the right to participate in future bids and contracts with the ANP will be applied without prejudice to other penalties if the offender:

- a) perform acts that delay the execution of the object of this bid;
- b) practices malicious acts in detriment of the objectives of this bid;
- c) submitting formal or materially false documentation;
- d) during this bidding, perform an act adversely affecting the National or Foreign Public Administration provided for in Law 12,846 / 2013;
- e) practice disreputable behavior during bidding.

The temporary suspension of the right to participate in future bids and to contract with the ANP will be applied, without prejudice to the other penalties, if the infringer is recidivist in being summoned and does not sign the contract until the date defined by the ANP, and does not present technical justification, accepted by the ANP, based on fact after the public presentation of offers.

Declaration of unfitness

The penalty of declaration of unfitness will be applied cumulatively with the temporary suspension of the right to participate in future bids and contracts with the ANP, without prejudice to the penalty of a fine if the offending practice the behavior of paragraphs (b), (c), (d) and (e) of section 10.2.

CLARIFICATION ON THE BIDDING

Forum

The competent Court to resolve any disputes relating to this bidding process is the Federal Court, Judicial Section of Rio de Janeiro, to the exclusion of any other, however privileged.

Information and consultation

Bidding information will be published by the ANP in the Official Gazette and will be made available on the website <http://www.brasil-rounds.gov.br>.

For clarification of any provisions of this Tender Protocol, its appendices and procedures of the bid, the applicant should contact the Superintendence of Licensing Round Promotion (SPL), written in Portuguese, through the following channels:

Mail	4th Round of Bidding Area with Marginal Accumulations National Agency of Petroleum, Natural Gas and Biofuels Superintendence of Licensing Rounds Promotion Avenida Rio Branco, nº 65, 18º andar, Centro Rio de Janeiro – RJ, Brasil, CEP 20090-004
Eletronic Mail	rodadas@anp.gov.br
Fax	+55-21-2112-8539

Requests for clarifications will be answered by e-mail and may be disclosed on the website <http://www.brasil-rounds.gov.br>.

Clarifications or relevant communications when published on the website <http://www.brasil-rounds.gov.br>, will become an integral part of this announcement and its lack can not be claimed by any bidder.

There being no requests for clarification, it shall be deemed that the information and material contained in this Tender Protocol, its appendices and technical data package is sufficient to enable the preparation of offers, as well as the documents for qualification and for signing the concession contract , reason why will not be admitted questions or later challenges.

Rectifications to this Tender Protocol involving a change of the conditions for the formulation of offers for qualification or to sign the concession contract will occasion republication of this announcement, changing the schedule if necessary.

11.3. Contesting notice

Any person, natural or juridical, may contest this Tender Protocol within five (5) business days from the date of its publication.

The contest will be directed to CEL, that over it will manifest itself in two (2) business days, forwarding, then the election for Board decision of ANP. Objections shall be decided before the public session offers presentation and does not have suspensive effect. In case of acceptance of appeal, the Tender Protocol will be republished.

Will decay the right to challenge the terms of this Tender Protocol the bidder who fails to do so within the period specified in this Tender Protocol, which will require to have this knowledge and unconditionally accept its terms, thus sealing it later claims of ignorance or disagreement of its clauses and conditions and the applicable regulations.

ADMINISTRATIVE RESOURCES

Decision-making acts of CEL fits administrative appeal, to be received only in the devolution effect, within 5 (five) working days from the date of publication of the act contested in the DOU.

The appeal of the interested party, addressed to the CEL, will be made in writing and accompanied by the documents that prove the allegations and must be filed with the ANP.

CEL or the Board of the ANP may give suspensive effect to the appeal by reasoned decision.

CEL publish Tender Protocol about lodging appeal in the DOU. Interested parties may submit counterarguments in the same period of 5 (five) working days from the publication.

If there is no reconsideration of the decision, the appeal will be forwarded to Board of the ANP for knowledge and judgment.

The interested party may at any time withdraw the appeal.

RIGHTS AND PREROGATIVES OF ANP

Revocation, suspension and cancellation of bid

The ANP may revoke, in whole or in part, at any time, this bid, whenever reasons are verified in the public interest due to supervening fact duly justified.

The ANP may suspend the bidding by court order due to the granting of injunctions and protective measures filed by interested parties or third parties, as well as for reasons of public interest, duly justified.

The ANP should cancel the bidding, by craft or at the instigation of others, when found irremediable illegality by written opinion and duly justifiable, providing awareness to bidders.

The acts of the bidding procedure submit repairable defects and do not result in injury to the public interest or damage to third parties may be validated.

Review of terms and procedures

The ANP reserves the right to unilaterally revise the timetable and procedures for the 4th Round of Bidding Area with Marginal Accumulations, giving due publicity.

Omissions

Omissions related to the 4th Round of Bidding Area with Marginal Accumulations will be reviewed and decided by the CEL, without prejudice to any administrative appeal to be processed in the form of section 12.

APPENDIX I - AREAS IN OFFER

For supply purposes in this round of bidding, the Brazilian sedimentary basins were divided into sectors, which, in turn, were divided into areas with marginal accumulations.

The 4th Round of Bidding Area with Marginal Accumulations includes 9 areas with marginal accumulations, namely: Araçás East, Garça Branca, Iraúna, Itaparica, Jacumirim, Noroeste do Morro Rosado, Rio Mariricu, Urutau, Vale do Quiricó. These areas are divided into three sedimentary basins: Espírito Santo, Potiguar and Recôncavo.

The basins, sectors, areas and their locations and dimensions km² are in Table 18.

The maps and the coordinates are in the SIRGAS 2000 and coordinate system are listed below in the form of images and texts. The coordinates are to three decimal places, as agreed by Standard ANP4C.

The boundaries of neighboring blocks to contracted areas (converted from SAD 69 SIRGAS2000) have additional intermediate vertices to ensure your location more precisely. In the coordinate list, these vertices are with the rounded coordinates in the third decimal place of the second, following the guidance of the Standard ANP4C.

The Shapefile file areas will be made available in electronic sites <http://www.brasil-rounds.gov.br> and <http://www.bdep.gov.br>.

Table 18 - Detail of the areas on offer

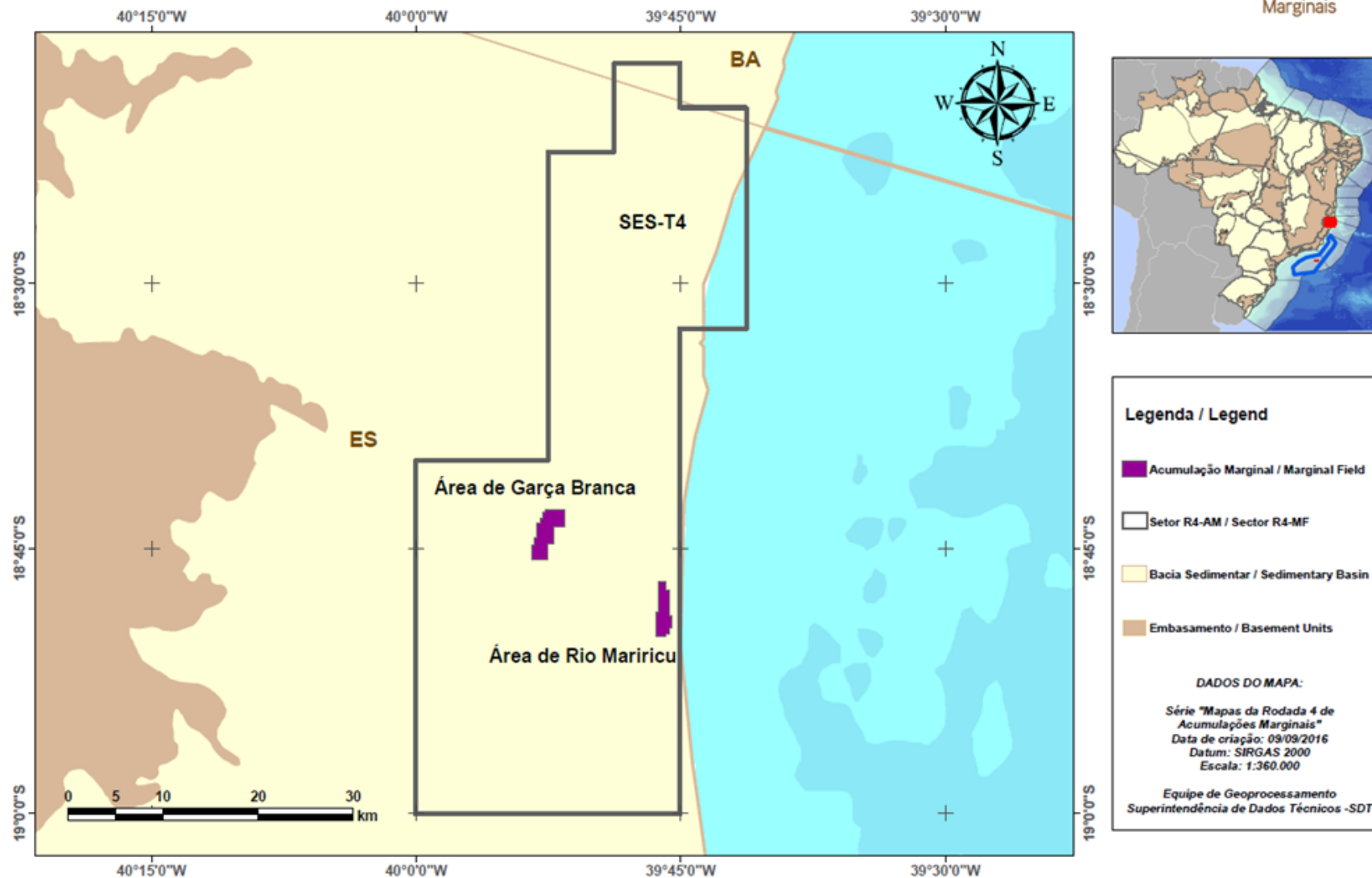
Basin	Sector	Area with marginal accumulation	Exploratory model	Area on offer (km ²)
Espírito Santo	SES-T4	Garça Branca	Mature	9,83
		Rio Mariricu	Mature	6,85
Recôncavo	SREC-T2	Araçás Leste	Mature	8,08
	SREC-T3	Jacumirim	Mature	1,21
	SREC-T4	Vale do Quiricó	Mature	2,79
	SREC-C	Itaparica	Mature	21,68
Potiguar	SPOT-T3	Noroeste do Morro Rosado	Mature	39,36
		Urutau	Mature	27,63

Basin	Sector	Area with marginal accumulation	Exploratory model	Area on offer (km²)
	SPOT-T4	Iraúna	Mature	14,82



Áreas com Acumulações Marginais - Área de Garça Branca e Rio Marricu -
Setor SES-T4 - Bacia do Espírito Santo
Marginal Fields - Garça Branca and Rio Marricu Field - SES-T4 Sector - Espírito Santo Basin

4ª Rodada
Áreas com
Acumulações
Marginais



GARÇA BRANCA

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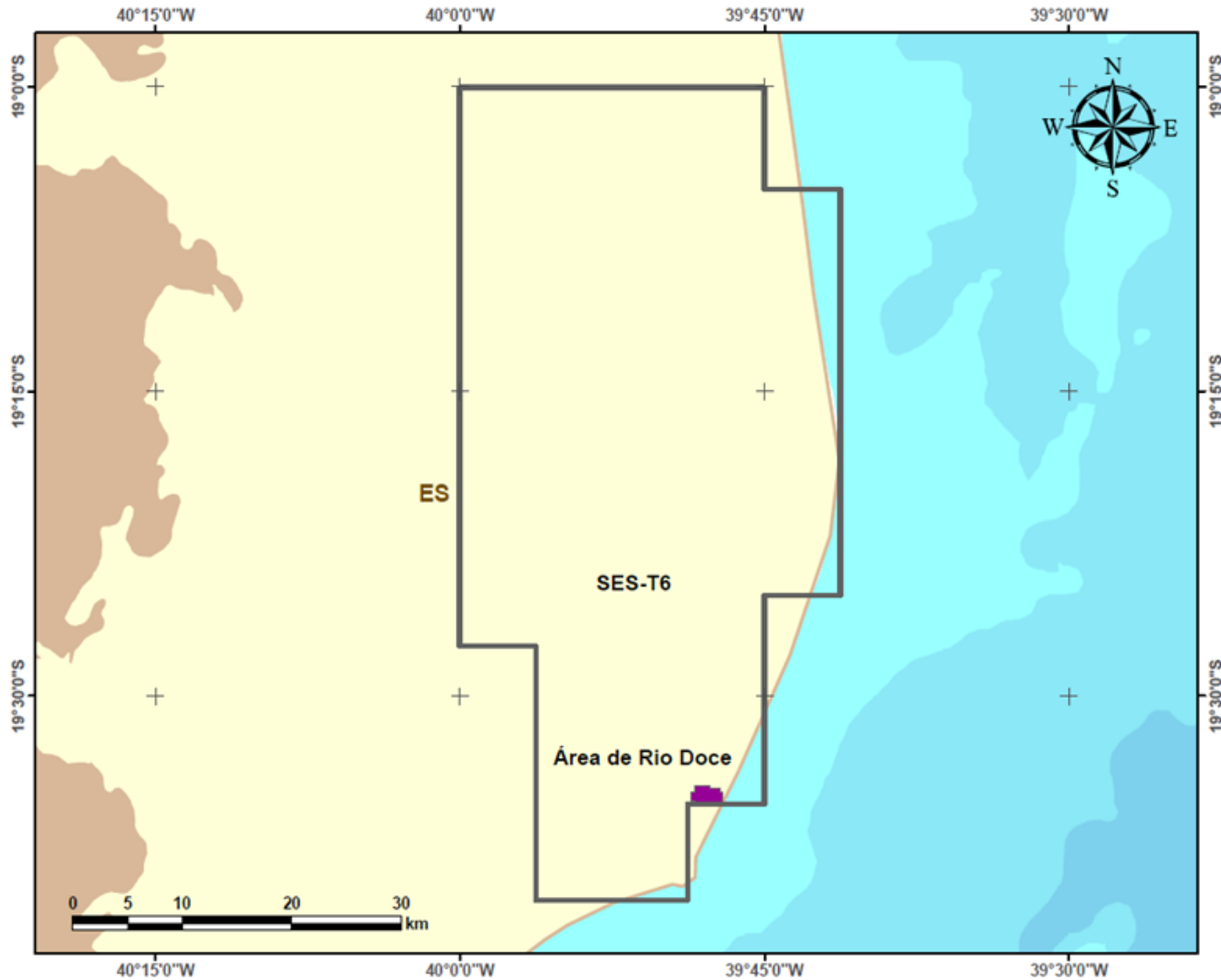
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Áreas com Acumulações Marginais - Área de Rio Doce - Setor SES-T6 - Bacia do Espírito Santo

4ª Rodada
Áreas com
Acumulações
Marginais

Marginal Fields - Rio Doce Field - SES-T6 Sector - Espírito Santo Basin



Legenda / Legend

- Acumulação Marginal / Marginal Field
- Setor R4-AM / Sector R4-MF
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

DADOS DO MAPA:

Série "Mapas da Rodada 4 de
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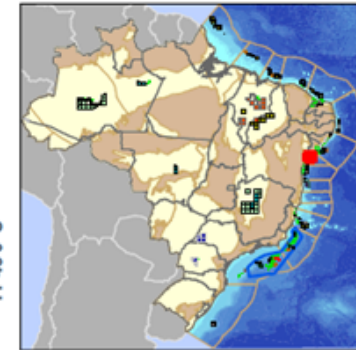
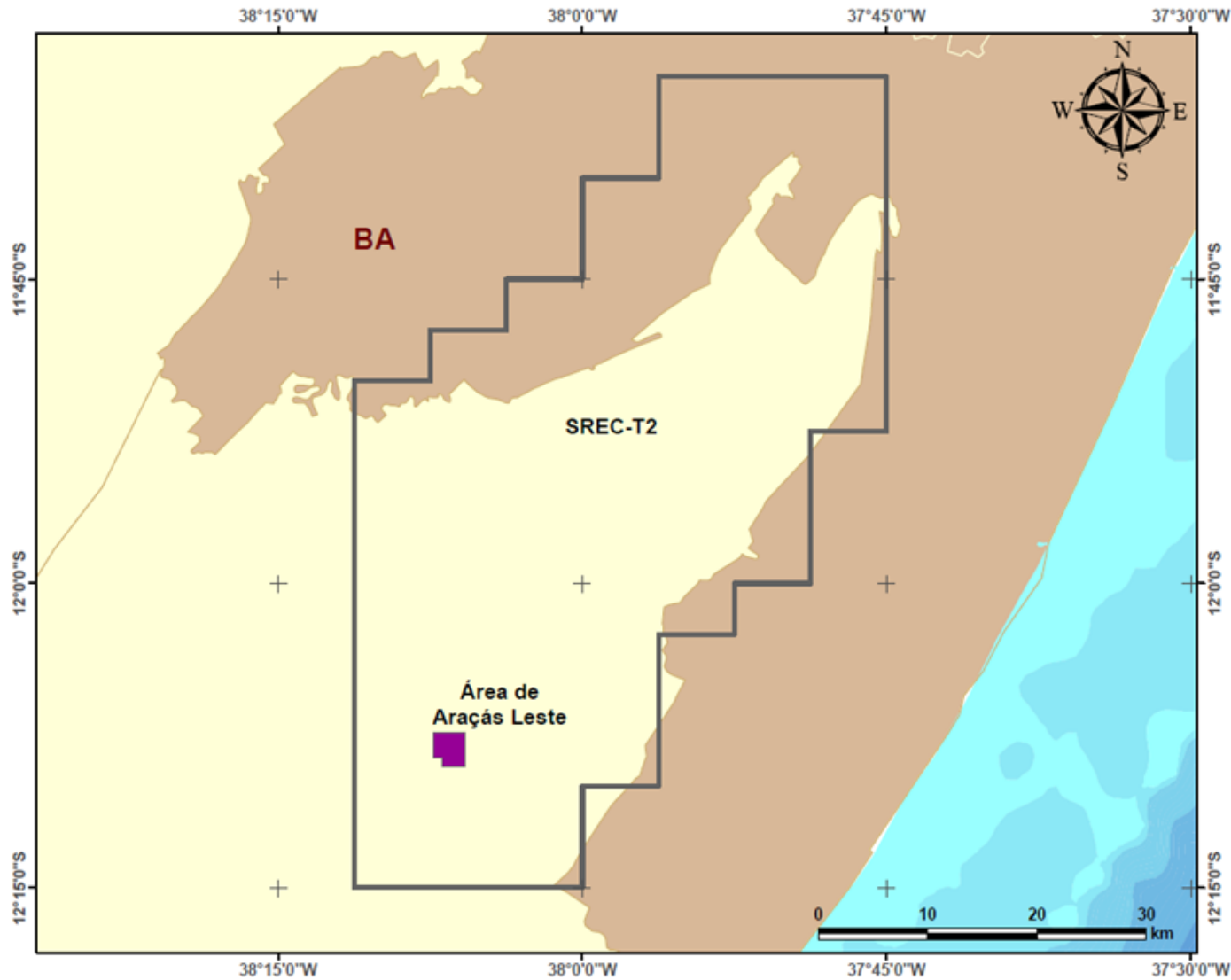
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**Áreas com Acumulações Marginais - Área de Araçás Leste -
Setor SREC-T2 - Bacia do Recôncavo**
Marginal Fields - Araçás Leste Field - SREC-T2 Sector - Recôncavo Basin

4ª Rodada
Áreas com
Acumulações
Marginais



Legenda / Legend

- Acumulação Marginal / Marginal Field
- Setor R4-AM / Sector R4-MF
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

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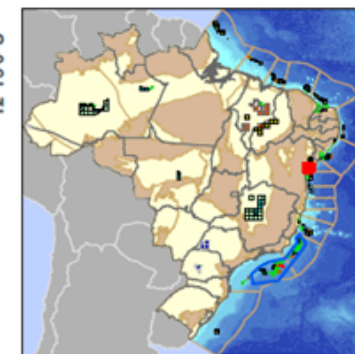
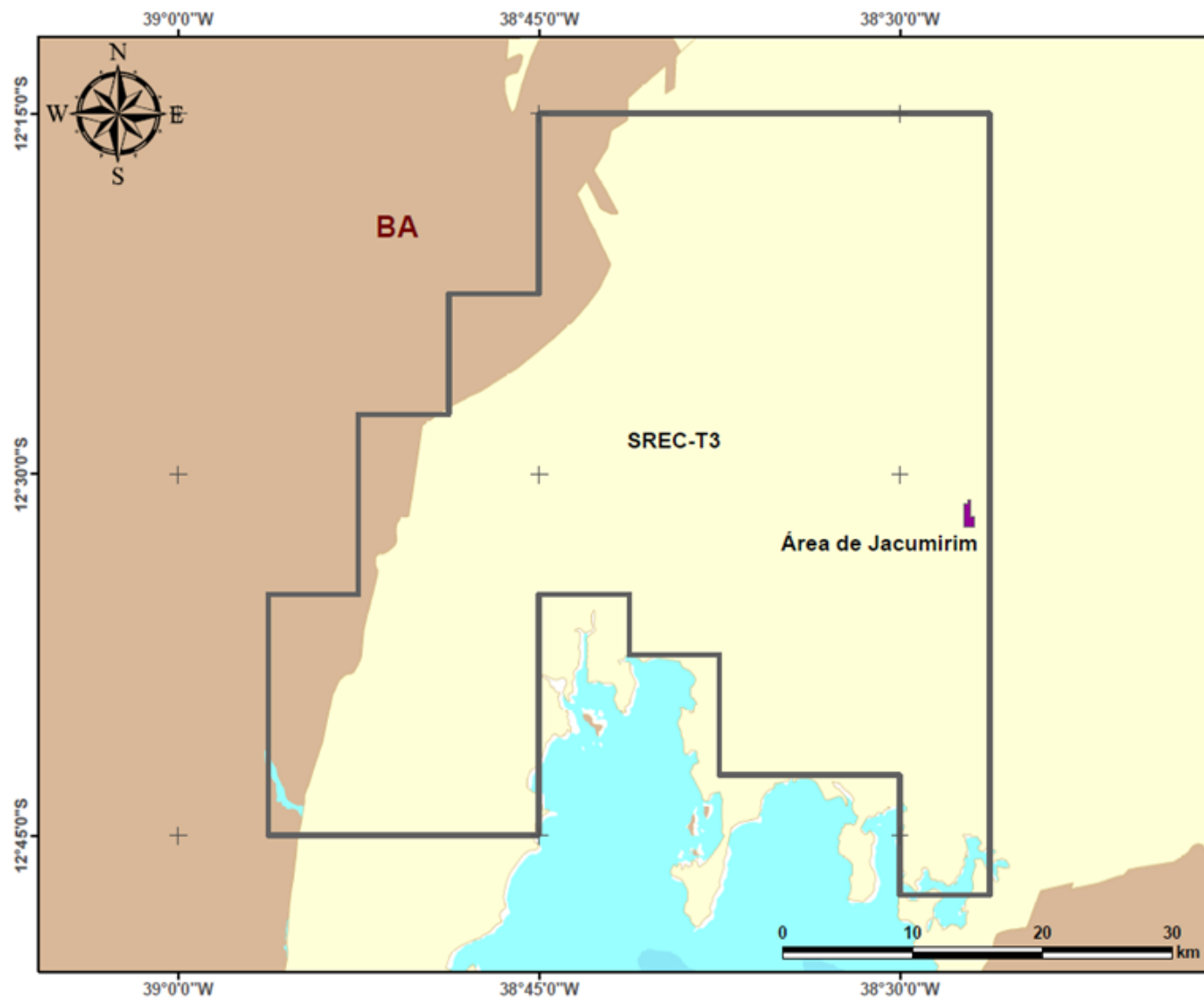
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Áreas com Acumulações Marginais - Área de Jacumirim -
Setor SREC-T3 - Bacia do Recôncavo
Marginal Fields - Jacumirim Field - SREC-T3 Sector - Recôncavo Basin

4ª Rodada
Áreas com
Acumulações
Marginais



Legenda / Legend

- Acumulação Marginal / Marginal Field
- Setor R4-AM / Sector R4-MF
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

DADOS DO MAPA:

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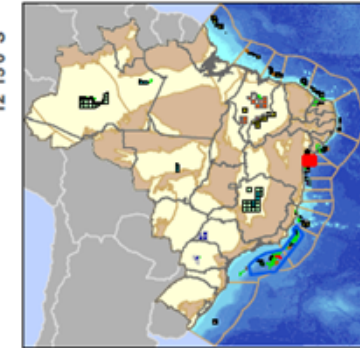
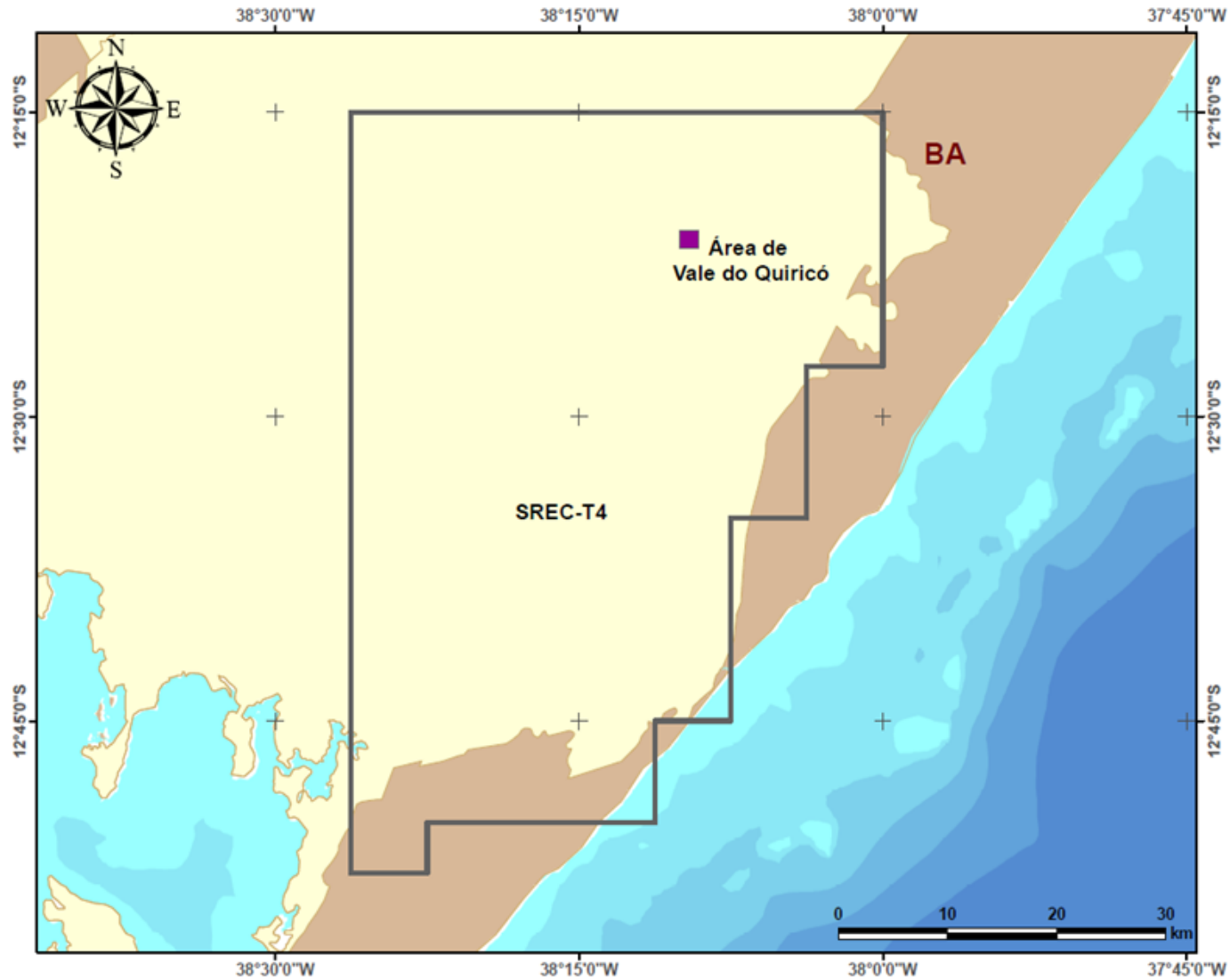
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Áreas com Acumulações Marginais - Área do Vale do Quiricó -
Setor SREC-T4 - Bacia do Recôncavo
Marginal Fields - Vale do Quiricó Field - SREC-T4 Sector - Recôncavo Basin

4ª Rodada
Áreas com
Acumulações
Marginais



Legenda / Legend

- Acumulação Marginal / Marginal Field
- Setor R4-AM / Sector R4-MF
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

DADOS DO MAPA:

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Acumulações Marginais"
Data de criação: 16/09/2016
Datum: SIRGAS 2000
Escala: 1:350.000

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Superintendência de Dados Técnicos -SDT

VALE DO QUIRICÓ

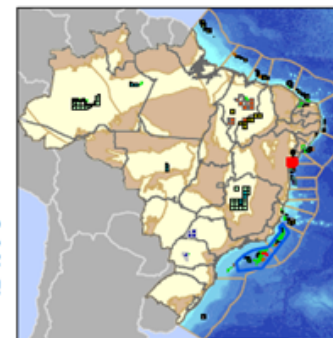
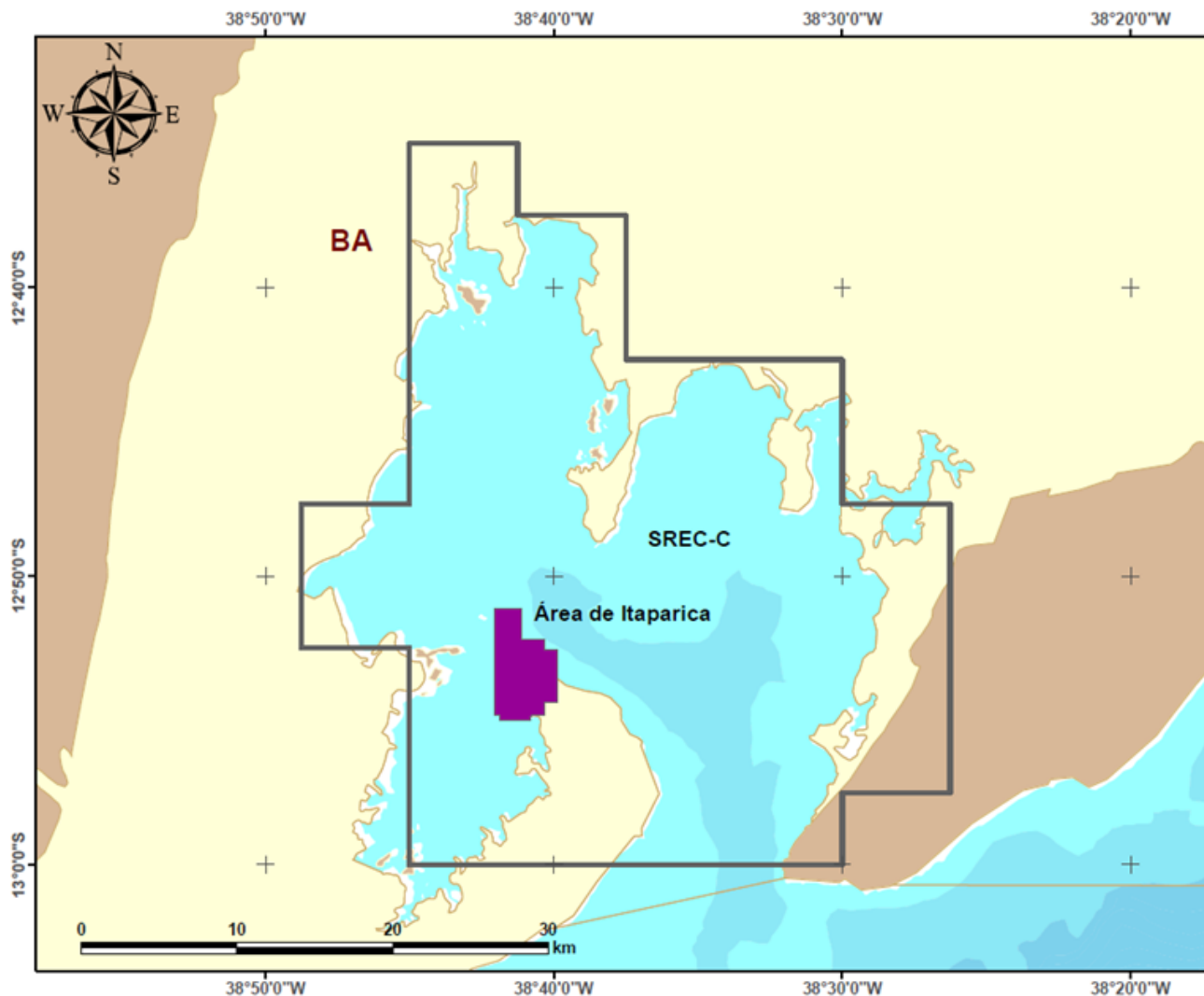
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**Áreas com Acumulações Marginais - Área de Itaparica -
Setor SREC-C - Bacia do Recôncavo**
Marginal Fields - Itaparica Field - SREC-C Sector - Recôncavo Basin

4ª Rodada

Áreas com
Acumulações
Marginais



Legenda / Legend

- Acumulação Marginal / Marginal Field
- Setor R4-AM / Sector R4-MF
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

DADOS DO MAPA:

Série "Mapas da Rodada 4 -
Acumulações Marginais"
Data de criação: 16/09/2016
Datum: SIRGAS 2000
Escala: 1:250.000

Equipe de Geoprocessamento
Superintendência de Dados Técnicos -SDT

ITAPARICA

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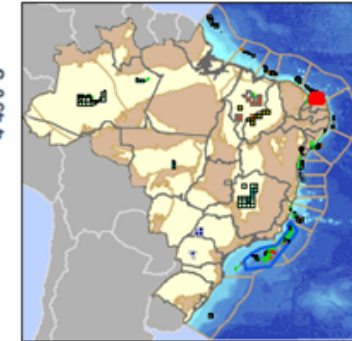
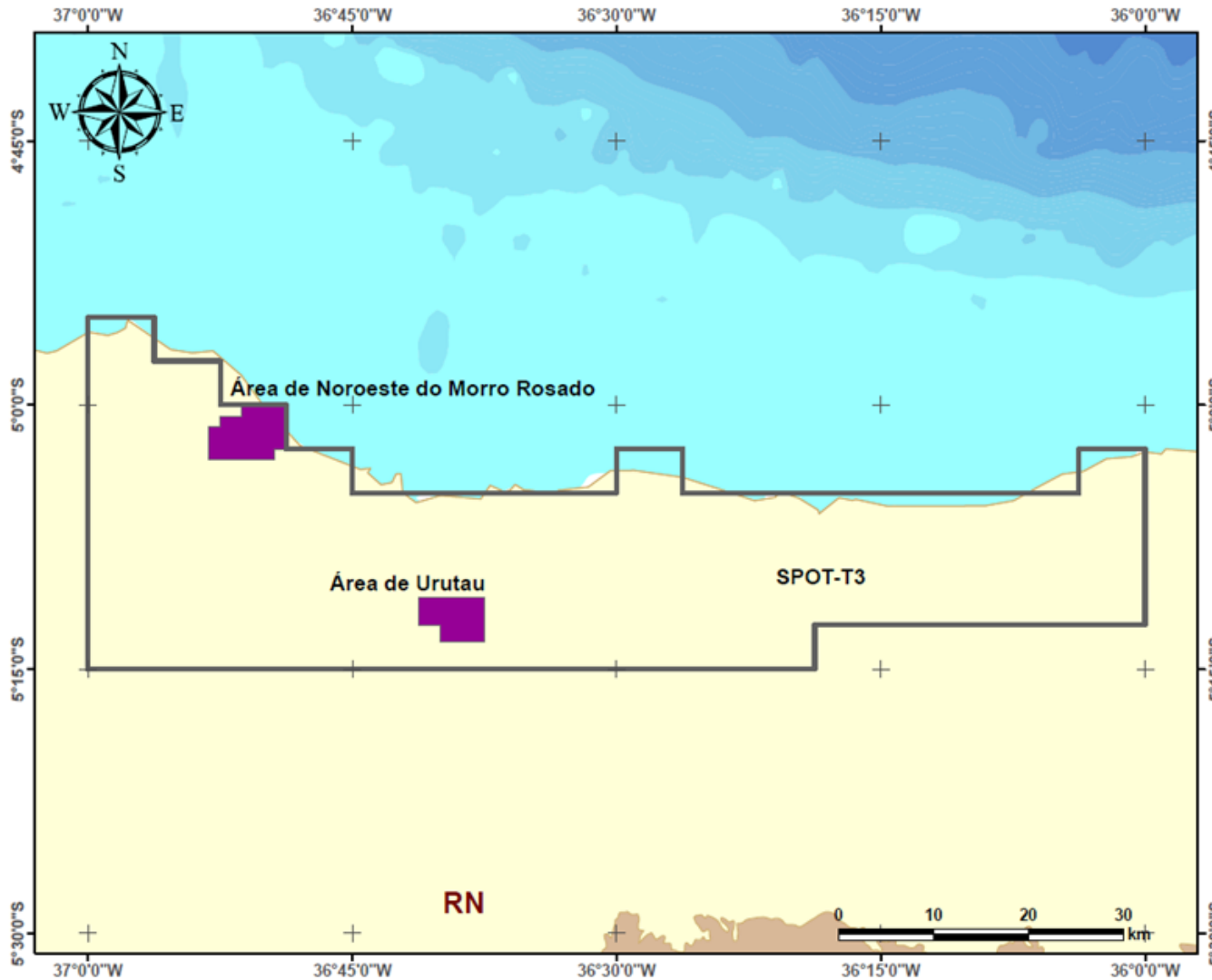
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Áreas com Acumulações Marginais - Área de Noroeste do Morro Rosado e Urutau - Setor SPOT-T3 - Bacia Potiguar
Marginal Fields - Noroeste do Morro Rosado and Urutau Fields - SPOT-T3 Sector - Potiguar Basin

4ª Rodada
Áreas com Acumulações Marginais



Legenda / Legend

- Acumulação Marginal / Marginal Field
- Setor R4-AM / Sector R4-MF
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

DADOS DO MAPA:

Série "Mapas da Rodada 4 - Acumulações Marginais"
Data de criação: 16/09/2016
Datum: SIRGAS 2000
Escala: 1:400.000

Equipe de Geoprocessamento
Superintendência de Dados Técnicos -SDT

NOROESTE DO MORRO ROSADO

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URUTAU

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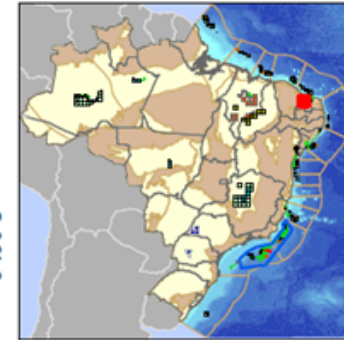
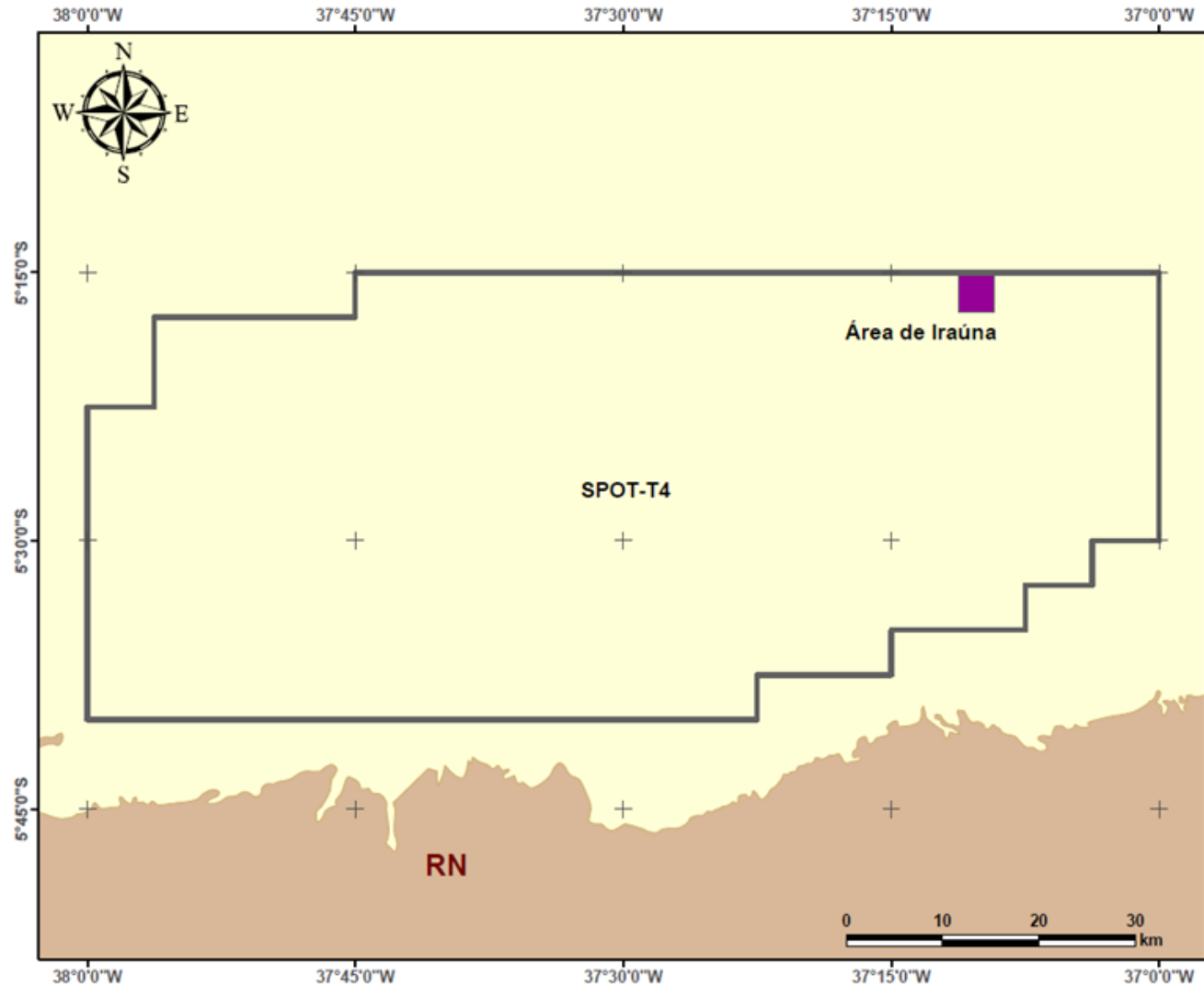
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Áreas com Acumulações Marginais - Área de Iraúna -
Setor SPOT-T4 - Bacia Potiguar
Marginal Fields - Iraúna Field - SPOT-T4 Sector - Potiguar Basin

4ª Rodada
Áreas com
Acumulações
Marginais



Legenda / Legend

- Acumulação Marginal / Marginal Field
- Setor R4-AM / Sector R4-MF
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

DADOS DO MAPA:
Série "Mapas da Rodada 4 -
Acumulações Marginais"
Data de criação: 16/09/2016
Datum: SIRGAS 2000
Escala: 1:400.000

Equipe de Geoprocessamento
Superintendência de Dados Técnicos -SDT

IRAÚNA

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APPENDIX II - APPLICATION FOR RECOVERY DOCUMENTS

[insert social name of the bidder], represented by its representative(s) accredited, hereby apply to the National Agency of Petroleum (ANP), with a view to its [insert registration or qualification] in the 4th Round of bidding Area with Marginal Accumulations, the use of the documents indicated below, which were submitted to the Agency for registration purposes or qualification bids or assignment of rights and obligations, in less than one year, and attest that they have the current information on the date hereof, subject to the penalties provided for in the applicable legislation.

Filling instructions:

- a) in Table 9, mark a next to each document to which the benefit is being requested (to be used, the document must have been submitted to ANP for registration purposes or qualification bids or assignment of rights and obligations, in less time one year, and to apply the rules of this announcement);
- b) complete the number round of bids or the transfer of object of contract rights and obligations for (which the document was presented;
- c) fill in the end, the relative local fields, date and name (s) representative (s) accredited observing the presentation rules provided documents in section 3 of this announcement.

Table 20 - Requirement for use of documents

<input type="checkbox"/>	Nº	Document	Round # or assignment
	1	Company's acts – social contract or bylaws.	
	2	Proof of the powers of legal representatives and the most recent act(s) related to the election / appointment of such representatives.	
	3	Attendance to possible conditions for the exercise of the powers of the representatives, in the form provided for in the articles of incorporation.	
	4	Declaration of actuality of corporate acts.	
	5	Organization chart with the entire chain of control of the corporate group.	
	6	Proof that it is organized and in regular operation, according to the laws of your country.	
	7	Proof of registration of the CNPJ	
	8	Clearance certificate debit or positive certificate with negative effect (RFB and PGFN)	
	9	Certificate of FGTS Regularity - CRF	

<input type="checkbox"/>	Nº	Document	Round # or assignment
	10	Clearance certificate of labor debts or positive with negative effect (CNDT)	
	11	Technical Summary	
	12	Aspects related to SMS	
	13	Financial Statements for the past three years	
	14	Independent auditors' opinions	
	15	Summary of Financial Statements	
	16	Documentation equivalent to edict requirements, if applicable - section 3.1.1	
	17	Others: [discriminate]	

Sincerely,

[signature]

Signed by: [Insert the name(s) of representative(s) accredited of the bidder]

Place and date: [insert place and date]

APPENDIX III - AUTHORIZATION FOR DISCLOSURE OF INFORMATION BUSINESS COMPANY

[insert social name of the bidder], represented by its representative(s) accredited, authorizes the publication of the following information on the website <http://www.brasil-rounds.gov.br> :

Bidder: [Insert social name of the bidder]

Contact information:

Name: [Insert person's name for contact]

Position: [Insert person's position for contact]

Telephone: [Insert person's phone number contact]

Fax: [Insert the person's fax number contact]

E-mail: [Insert person's email address contact]

Comments: [Insert any comments]

The social name of the bidder] declare also be aware that:

- a) ANP will not guarantee the authenticity of the above information and is not responsible for any errors in the transcription of such information;
- b) will be fully responsible for any contacts that may establish, or any agreements which it signed, resulting from the publication of the above information, exempting therefore the ANP, the responsibility for any consequences, costs or damage resulting therefrom;
- c) They may not be disclosed, as a result of contacts that it may establish any related confidential information to the data of the technical data package provided by ANP, except those permitted by the confidentiality contract of the 4th Round of Bidding Area with Marginal Accumulations ;
- d) must ensure, prior to the discussion of any confidential information with a potential partner, that it have paid the fees for participation and forwarded the confidentiality contract, in accordance with Appendix VIII, the ANP;
- e) the information of the modification request above must be performed by the new authorization submitted to the ANP, in accordance with this Appendix and its eventual publication will be made in accordance with the established by the Agency;
- f) ANP reserves the right not to publish any information or comments it deems inappropriate or incorrect.

[signature]

Signed by: [Insert the name(s) of representative(s) accredited of the bidder]

Place and date: [insert place and date]

APPENDIX IV - PAYMENT OF PARTICIPATION FEES

[insert social name of the bidder], represented by its representative (s) (s) accredited (s), under the penalties provided for in the applicable legislation, states that will pay the corresponding interest rates to sectors below marked and are aware of the values of participation fees, as well as all other provisions of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations

Table 21 - Payment of participation fees

<input type="checkbox"/>	Sector
	SES-T4
	SREC-T2
	SREC-T3
	SREC-T4
	SREC-C
	SPOT-T3
	SPOT-T4
	ALL SECTORS

The [insert social name of the bidder] states also be aware that the ANP will not entertain any request for reimbursement of participation fees if the business company will not be qualified or may not get the desired qualification.

The ANP will withdraw from public presentation offers the sectors that have no paid participation fee.

[Add the paragraph below, if who receives the technical data package is not authorized representative of the business company]

[insert social name of the bidder] authorize [insert name of the person authorized to receive the technical data package], identification number [insert number of identification document] position [insert position]to receiving the technical data package on their behalf.

A [inserir o nome da sociedade empresária] autoriza [inserir o nome da pessoa autorizada a receber o pacote de dados técnicos], documento de identificação número [inserir o número do documento de identificação], cargo [inserir o cargo], a receber o pacote de dados técnicos em seu nome.

[signature]

Signed by: [Insert the name(s) of representative(s) accredited or legal representative of the bidder]

Place and date: [insert place and date]

APPENDIX V - DECLARATION OF CURRENCY OF CORPORATE ACTIONS

[insert social name of the bidder], represented by its representative(s) accredited, under the penalties provided for in the applicable legislation, states that introduces the National Agency of Petroleum (ANP), in order to meet the requirements of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations, (i) the most current version of the copy of your social contract or statute with the provisions in force, (ii) evidence of the powers of the name of their legal representatives, and (iii) evidence of fulfillment of any conditions to the exercise of the powers of the legal representatives, as provided in the articles of incorporation, if applicable.

[insert social name of the bidder] states also that the legal representatives to sign documents submitted to the ANP, on the 4th Round of Bidding Area with Marginal Accumulations have full powers to do so, which can be proven by consulting the following documents / provisions:

Filling instructions:

- a) In Table 22, score a next to each document to (presented for registration purposes, qualification or contract signature) which contains provisions relating to verification of powers and the names of legal representatives. If there are other documents to be used for such evidence, they should be broken down in item (4).
- b) In the field of verification authorities and the legal representatives names:
 - b.1) Fill in the "Device" the numbers of the clauses, articles, sections, paragraphs, paragraphs, resolutions etc., related to verification of powers and the names of the legal representatives;
 - b.2) Fill in the "Number of leaves", the numbers of contained leaves of set of documents submitted to the ANP for registration purposes, qualification or contract signing, referring to clauses, articles, sections, paragraphs, paragraphs, etc. deliberations, focused the proof of the powers and the names of legal representatives.
- c) In the field limitations for the exercise of the powers of the legal representatives:
 - c.1) Fill in the columns "Device" and "Number of leaves," according to the instructions of (b.1) and (b.2) above with regard to the devices in which there is forecast conditions for exercising the powers of the legal representatives (joint signatures of two directors, express authorization of the board, for example).
- d) Fill in the end, the relative local fields, date and name of the authorized representative, sign and notarize this statement.

Table 22 - Present Declaration of corporate acts

<input type="checkbox"/>	N o	Document	Device	Sheet numbers
Proof of the powers and name(s) of the legal representative(s):				
	1	Contract/ bylaws		
	2	Acts related to the election / appointment of legal representatives		
	3	Document focused on meeting conditions for the exercise of the powers of legal representatives		
	4	Others: [discriminate]		
Limitations on the exercise of the powers of the legal representative(s):				
	5	Contract/ bylaws		
	6	Others: [discriminate]		

[signature]

Signed by: [Insert the name(s) of Legal representative(s) of the bidder]

Place and date: [insert place and date]

APPENDIX VI - ATTORNEY FOR NOMINATION OF REPRESENTATIVES ACCREDITED

By the present mandate instrument, [insert social name bidder], incorporated and existing under the laws of [insert the name of the origin country of the bidder], established in [insert headquarters address of bidder], through its Legal representative(s) [insert name(s) of Legal representative(s) of the bidder], hereby appoints, as representative(s) accredited [insert name and full qualification (nationality, place of birth, marital status, occupation, civil registration, address, phone, email, etc.) representative(s) accredited awarded by proxy], its attorney to represent it before the National Agency of Petroleum, Natural Gas and Biofuels - ANP in matters related to 4th Round of Bidding Area with Marginal Accumulations, with special powers to practice the acts and assume responsibility for the bid and proposal to be submitted and may, therefore, receive, submit and sign documents, receive summons and subpoenas, respond administratively and judicially, withdraw packages technical data, authorize others to take them, pay taxes, propose, resort, contest, agree, and may practice other acts necessary for the faithful fulfillment of this mandate, being prohibited the substitution.

In this same act, [insert social name of the bidder] names, yet, as a representative(s) accredited for signing concession contract, [insert name and full qualification (nationality, place of birth, marital status, profession, civil registration, address, phone, email, etc.) Representative(s) Accredited awarded by proxy] its many attorney(s) with special powers to signing of the concession contracts bestowed in the 4th Round of Bidding Area with Marginal Accumulations, may also practice other acts necessary for the faithful fulfillment of this mandate, being prohibited the substitution.

MAIN ACCREDITED REPRESENTATIVE:

NAME: [Insert the name of the main Accredited Representative]

ADDRESS: [Insert mailing address of the main Accredited Representative]

TELEPHONE, FAX AND EMAIL: [Insert telephone, fax and email of the main Accredited Representative]

[signature]

Signed by: [Insert the name(s) of Legal representative(s) of the bidder]

Position: [insert position]

Place and date: [insert place and date]

APPENDIX VII - DECLARATION OF TECHNICAL ABILITY, ECONOMIC AND FINANCIAL, LEGAL REGULARITY, FISCAL AND LABOR

[insert social name of the bidder], represented by its representative (s) (s) accredited (s), under the penalties provided for in the applicable legislation, states that (i) know and accept fully and without any restrictions the rules and conditions set out in the 4th Round of Bidding Area with Marginal Accumulations and their appendices and (ii) in the qualifying stage, will have technical, economic, financial and legal regularity, tax and labor in accordance with the requirements the 4th Round of Bidding Area with Marginal Accumulations.

Declares also subject to the penalties provided for in the applicable law, that knows the set of Brazilian rules which prohibit and punish conduct harmful to competition, pledging not to undertake them.

[signature]

Signed by: [Insert the name(s) of Legal Representative(s) of the bidder]

Place and date: [insert place and date]

APPENDIX VIII - TERM OF CONFIDENTIALITY

[insert social name of the bidder], represented by its representative(s) accredited, under the penalties provided for in the applicable legislation, declares its interest in participating in the 4th Round of Bidding Area with Marginal Accumulations to grant concession contracts for rehabilitation and production of oil and natural gas in Brazil and recognizes the procedures and rules for participating in the bidding for qualification and concession contract signed with the National Agency of petroleum (ANP).

Declares also be aware that:

- a) will receive the technical data package relating to the 4th Round of Bidding Area with Marginal Accumulations to be withdrawn along with ANP. This may include: geological, geophysical and geochemical, environmental data, studies, reports, analyzes or other materials based on them (depending on the sectors which are participating);
- b) may make available the technical data package for any of its directors, officers, employees, companies members of a group of formal companies and companies linked by relation of control in common direct or indirect and their employees, agents and consultants, (i) that have need to know the such data to perform services related to 4th Round of Bidding Area with Marginal Accumulations and (ii) have been informed and agrees to comply with the restrictions in this confidentiality contract;
- c) if, in reason of current law, ordinance, regulation, rule or order of any competent authority is requested to provide something constant in the technical data package under private use, promptly shall notify the ANP in writing so that it can take appropriate action; and
- d) if requested by the ANP, shall destroy or return all the technical data package.
- e) will be granted to the winning consortium to maintain the right of access to the data provided in the package. It emphasizes that maintaining access means following the current regulations regarding the availability and reprocessing of data.

[insert social name of the bidder] declares also be aware that it is solely and exclusively to the ANP the "collection, maintenance and management of data and information on the Brazilian sedimentary basins" (art. 22 of Law No. 9,478 / 1997), these "data and information on the Brazilian sedimentary basins are part of the national oil resources and is therefore public and federal property" (ANP Resolution No. 11/2011), and should be used exclusively for purposes of study and formulation proposals for the 4th Round of Bidding Area with Marginal Accumulations.

So, is expressly prohibited any form of sale, negotiation, demise or related to third parties in part or all of the technical data package.

The processing of data to be acquired in the field of rehabilitation and / or production under the term of the concession contract should follow the current rules, in particular Resolution No. 11/2011 ANP and ANP Resolution No. 01/2015.

This confidentiality contract shall be governed and interpreted in accordance with the laws of the Federative Republic of Brazil and the jurisdiction will be the city of Rio de Janeiro.

[signature]

Signed by: [Insert the name(s) of Legal Representative(s) or accredited of the bidder]

Place and date: [insert place and date]

APPENDIX IX - COMMITMENT TERM OF CORPORATE PURPOSE ADEQUACY

[insert the social name of the bidder], represented by its representative(s) accredited, declared their interest in participating in the 4th Round of Bidding Area with Marginal Accumulations whose object is to grant concession contracts for rehabilitation and production of oil and natural gas in Brazil and recognizes the procedures and rules for qualification for bidding in general and signing concession contract with the National Agency of petroleum (ANP).

The [insert social name of the bidder] states further that is committed, should it be declared winner of the bid, and the concession contract signing purposes, to suit its purpose, or the social object of his affiliate (existing or to be created) that may be indicated to sign such a contract, the exploration and production of oil and natural gas.

This term will be governed by and construed in accordance with the laws of the Federative Republic of Brazil and the jurisdiction to resolve any disputes relating to this term the Federal Court, Judicial Section of Rio de Janeiro, to the exclusion of any other, more privileged.

[signature]

Signed by: [Insert the name(s) of Legal Representative(s) of the bidder]

Place and date: [insert place and date]

APPENDIX X - BUSINESS COMPANY CONSTITUTION COMMITMENT TERM UNDER THE BRAZILIAN LAWS OR INDICATED BRAZILIAN BUSINESS COMPANY ALREADY INCORPORATED FOR CONCESSION CONTRACT SIGNING

[insert social name of the bidder], represented by its representative(s) accredited), declared their interest in participating in the 4th Round of Bidding Area with Marginal Accumulations whose object is to grant contracts concession for rehabilitation and production of oil and natural gas in Brazil and recognizes the procedures and rules for qualification for bidding in general and signing concession contract with the National Agency of petroleum (ANP) .

[insert social name of the bidder] states further that is committed, should it be declared the winner of the bidding, to constitute business company under Brazilian law, with headquarters and management in Brazil, or indicate Brazilian business company controlled already established, with technical, economic and financial, and legal and tax compliance and labor, according to the Tender Protocol requirements, to sign the concession contract in place.

This term will be governed by and construed in accordance with the laws of the Federative Republic of Brazil and the jurisdiction to resolve any disputes relating to this term is the Federal Court, Judicial Section of Rio de Janeiro, to the exclusion of any other, more privileged.

[signature]

Signed by: [Insert the name(s) of Legal Representative(s) of the bidder]

Place and date: [insert place and date]

**APPENDIX XI - OFFER GUARANTEE MODEL
PART 1 - CREDIT LETTER MODEL FOR SUPPLY ASSURANCE**

LETTER OF CREDIT IN CHARACTER OF ASSURANCE IRREVOCABLE

ISSUED BY [insert name of Bank]

Business company offering party: [Insert the name of the bidder]

Duration:

Start date: [Insert date in the format day / month / year]

End date: [Insert date in the format day / month / year]

Number: [Insert number Letter of Credit]

Nominal Value: R\$ [inserir o valor nominal]

To

Agência Nacional do Petróleo, Gás Natural e Biocombustíveis - ANP

Superintendência de Promoção de Licitações – SPL
Av.Rio Branco, 65 – 18º andar – Centro
Rio de Janeiro – RJ – Brasil – CEP 20090-004

Dear Sirs:

1. [Insert name of Bank], organized under the laws of the Federative Republic of Brazil, the Issuer is, hereby issue in favor of the ANP, a member municipality of the Indirect Federal Administration of the Government of the Federative Republic of Brazil, Letter of Credit in Character Guarantee irrevocable of n.º insert the Credit Letter number, whereby the Issuer authorizes ANP to draw in a single drawing, the amount of up to R\$ enter the nominal value, upon presentation of a Payment Order and Drawing Certificate, defined below, in the Issuer's office specified in Clause 3 of this Letter of Credit.
2. The Face Amount of this Letter of Credit may be drawn by ANP in the manner specified in Clause 3, between 10 am and 16 pm, in Rio de Janeiro, in any banking day after the disclosure of the results of the presentation of offers and before the expiration of this Letter of Credit. It is understood by "Banking Day" is any day other than a Saturday, Sunday or other day on which

commercial banks in the city of Rio de Janeiro are authorized or required by law, regulation or executive order to close.

3. A withdrawal can only be made based on this instrument, upon presentation by the ANP to the Issuer of a sight withdrawal, as instrument APPENDIX as Document 1 ("Payment Order"), along with a certificate executed by ANP in the attached template here as Exhibit 2 ("Drawing Certificate"). Presentation of a Draft and Drawing Certificate must be made at the Issuer's office in Rio de Janeiro, located [Insert address of the Issuer], or any other address in Rio de Janeiro, the Issuer may designate to ANP by notice made as provided in Section 8 of this Letter of Credit.
4. After receiving the ANP the Payment Order and the Drawing Certificate at your establishment, designated under the provisions of Clause 3 of this Letter of Credit, the issuer will pay the face value, as established procedure in the Drawing Certificate. The Issuer shall pay to the banking day immediately following the submission of the application.
5. This Letter of Credit shall expire on the date when the first of the following events: (i) presentation of exoneration to the Issuer in the form attached here to as Exhibit 3 ("Expiration Certificate"), (ii) an irrevocable payment by the Issuer the ANP, as established in Section 4 of this Letter of Credit, the Nominal Value by drawing properly made hereunder, or (iii) the maturity date set forth in Section 5.2 of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations. Notwithstanding the foregoing, any withdrawal made under here given before the expiration of this Letter of Credit shall be honored by the Issuer. If the Issuer's office specified in Clause 3 of this Letter of Credit is closed on the date mentioned in (iii) of this clause 5, the expiration date of this Letter of Credit will be extended to the next Banking Day on which such office is open.
6. Only the ANP may draw this Letter of Credit as well as exercise any other rights set forth herein
7. All notices, demands, instructions, waivers or other communications to be provided pursuant to this Letter of Credit must be in Portuguese and delivered by personal messenger or courier, special or fax mail and sent to the address below:

If to the Issuer:

[insert name of Issuer]

[insert adress of Issuer]

[Insert ZIP code]

[Insert city name]

If to ANP:

4ª Rodada de Licitações de Áreas com Acumulações Marginais

Superintendência de Promoção de Licitações – SPL

Avenida Rio Branco 65, 18º andar.

20090-004

Rio de Janeiro – RJ Brasil

Fax: (21) 2112-8539

8. Addresses and fax numbers for routing information relating to this Letter of Credit may be changed by the Issuer or the ANP by notice given to the other party at least 15 banking days prior to the date of change.
9. This Letter of Credit sets forth in full the obligation of the Issuer and such obligation shall in no way be modified or amended based on any document, instrument or contract referred to herein, unless the Payment Order, the Proof of serve and any Expiration Certificate.
10. This Letter of Credit, on terms and conditions herein and for the purpose intended, is a valid, legal and binding document in the place of its collection, and the Issuer may not oppose the ANP claim of any nature that prevents its full and complete implementation.

Sincerely,

[insert Bank name]

[signature]

Name: [Insert name of the person responsible for issuing]

Position: [Insert the position of responsible for issuing]

Document 1
Order Payment Model

Credit Letter n.º [insert number of Credit Letter]

Rio de Janeiro – RJ

Withdraw date: [insert date, in format day/month/year]

Cash pay

Pay to the order of the National Agency of Petroleum, Natural Gas and Biofuels - ANP, the nominal value of R\$ [insert nominal value]. Draw against Letter of Credit n.º [Insert Letter of Credit number] issued by [insert name of Issuer].

To National Agency of Petroleum, Natural Gas and Biofuels - ANP

[signature]

Name: _____

Position: _____

To [insert name of Issuer]

[Insert address of the Issuer]

Document 2
Drawing Certificate Template

This refers to the Letter of Credit, n.º [Insert Letter of Credit number] dated on [Insert date in the format day / month / year], issued by [Insert name of Issuer] in favor of the National Agency of Petroleum, Natural Gas and Biofuels - ANP. The words written in capital letters and not defined herein have the respective meanings set forth or understood by reference in the Letter of Credit or in the bidding announcement of the 4th Round of Bidding Area with Marginal Accumulations.

The undersigned, duly authorized to execute this certificate on behalf of ANP, hereby certifies that, due to the 4th Round of Bidding Area with Marginal Accumulations, the offeror [Insert the social name of the bidder] incurs an offer of guarantee of execution cases provided for in section 5.5 (fulfillment of supply guarantee) of the Tender Protocol of 4th Round of Bidding Area with Marginal Accumulations.

Payment of the Face Amount of the Letter of Credit shall be made by the Issuer to the following account:

The ANP will provide the procedures for payment.

This document was signed by the undersigned in [insert date, in format day/month/year]

[signature]

Name: [Insert the name of the person responsible for issuing]

Position: [Insert the position of responsible for issuing]

Document 3
Exemption Certificate Template

This refers to the Letter of Credit in Character Guarantee Irrevocable, n.º [Insert number Letter of Credit] dated [Insert date in the format day / month / year], issued by [insert name of Issuer] in favor of ANP.

The words written in capital letters and not defined herein have the respective meanings set forth or understood by reference in the Letter of Credit.

The undersigned, being duly authorized to execute this certificate on behalf of ANP, hereby certify the occurrence of one of the exoneration cases provided for in section 5.6 (Withdrawal and return of the bid bond) of the Tender Protocol of 4th Round of Bidding Area with Marginal Accumulations. The date of withdrawal shall be the date of issue of this voucher.

This voucher was signed by the undersigned in [insert day] de [insert month] de [insert year].

[signature]

Name: [Insert the name of the person responsible for issuing]

Position: [Insert the position of responsible for issuing]

APPENDIX XI - OFFER GUARANTEE MODEL

PART 2 – INSURANCE GUARANTEE MODEL FOR SUPPLY ASSURANCE

POLICY N.º [insert number of policy]

The [Insert the name of the insurer business company], [Insert registration number CNPJ], with headquartered at [Insert address of the insurer business company] through this POLICY Insurance Guarantee assures the INSURED, National Agency of Petroleum - ANP, CNPJ 02,313,673 / 0002-08, headquartered at Avenida Rio Branco 65, 12th floor, Rio de Janeiro - RJ the obligations of the TAKER, [Insert the social name(s) of the bidder(s)], [Insert registration number CNPJ], headquartered at [Insert address of the bidder], until the value of R\$ [Insert amount in words], in the form and object described below.

DESCRIPTION OF WARRANTY

(Modality, value and duration established in the Concession Contract)

Modality	Insured amount ¹	Duration
		Home ²
Bidder	R\$ [Insert Nominal Value]	[Insert date, in the format day / month / year]

WARRANTY PURPOSES

Indemnity guarantee in the amount fixed in the Policy, considering the reduction of the guaranteed value, by noncompliance the TAKER in relation to cases provided for in section 5.5 of the BIDDING TENDER PROTOCOL FOR CONCESSION CONTRACT GRANTING TO REHABILITATION ACTIVITIES AND OIL PRODUCTION AND NATURAL GAS of the 4th Round of Bidding Area with Marginal Accumulations.

The amount guaranteed by this policy is R\$ [Insert Nominal Amount] ([Insert amount in words] reais).

The award of this policy is R\$ [Insert Nominal Amount] ([Insert amount in words] reais).

Are integral and inseparable part of the policy, the following documents that we have restated:

1

2

- Document I - General and Special Conditions as Susep Circular No. 477/2013 and Special Conditions;
- Document II- Reduction Certificate Model;
- Document III- Notice of Default and Indemnity Request Model;
- Document IV – Receipt Certificate Model
- Bidding Document for contracting of Rehabilitation activities and Production of Oil and Natural Gas - 4th Round of Bidding Area with Marginal Accumulations.

This policy is issued in accordance with the conditions of Circular SUSEP No. 477/2013.

Form an integral part of this policy, the terms of the guarantee overleaf.

[Insert place of print], [Insert day of issue] *de* [Insert month of issue] *de* [insert year of issue].

Document I - GENERAL CONDITIONS

The General Conditions and Special Conditions of this policy shall be governed by the terms in SUSEP Circular No. 477/2013 and in the schedule determined by the INSURED NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS - ANP. These last, being more specific, shall prevail over the first two in case of conflict.

SUSEP Circular No. 477 of September 30, 2013.

1. Object:

1.1. This insurance contract guarantees the faithful fulfillment of obligations assumed by the policy holder to the insured under the terms of the policy and to the guarantee amount fixed in this, and according to form(s) and / or extra coverage expressly contracted, due to participation in bidding on relevant main contract works, services, including advertising, purchases, concessions and permits under the powers of the Union, States, Federal District and municipalities, or even the obligations due to:

I – administrative proceedings;

II – legal proceedings, including tax obligations;

III – administrative installment payments of tax credits, registered or not in active debt;

IV – administrative regulations.

1.2. Are found also guaranteed by this insurance amounts owed to the insured, such as fines and damages arising in the noncompliance of the obligations assumed by the policy holder, provided for in specific legislation in each case.

2. Definitions:

Applies to this insurance the following definitions:

2.1. Policy: document executed by the insurer that formally represents insurance contract guarantee.

2.2. General Conditions: all the provisions common to all types and / or coverage of an insurance plan, setting out the obligations and rights of the contracting parties.

2.3. Special conditions: a set of specific provisions for each mode and / or coverage of an insurance plan, that alter the provisions set forth in the General Conditions.

2.4. Private Conditions: set of clauses that alter in any way the General Conditions and / or Special Conditions, according to each insured.

2.5. Main contract: any setting between agencies or government entities (insured) and private (policy holder), where there is an agreement of wills to the formation of the bond and the stipulation of reciprocal obligations, whatever the name used.

2.6. Endorsement: formal instrument signed by the insurer, making changes in the policy of guarantee insurance upon request and express consent of the parties.

2.7. Indemnification: payment of damages and / or penalties arising from noncompliance of obligations covered by insurance.

2.8. Maximum Limit guarantee: maximum amount that the insurer will be responsible to the insured due to the payment of compensation.

2.9. Award: amount due by the policy holder to the insurer, depending on insurance coverage, and that should include the policy or endorsement.

2.10. Regulatory Process Claims: procedure whereby the insurer shall establish that whether or not the merits of the claim of complaint, as well as the calculation of damages covered by the policy.

2.11. Proposal Insurance: formal instrument of request for issuance of insurance policy, executed in accordance with the legislation in force.

2.12. Final Report regulation: document issued by the insurer in which it transmits the position on the characterization or not the claimed loss, as well as the possible values to be compensated.

2.13. Insured: the Public Administrations or the Granting Authority.

2.14. Insurer: the surety insurance company, under the policy, the fulfillment of the obligations by the policy holder.

2.15. Insurance Guarantee: insurance that guarantees the faithful fulfillment of obligations assumed by the policy holder to the insured under the terms of the policy.

2.16. Claim: the default of the policy holder obligations covered by insurance.

2.17. Policyholder: the debtor of obligations assumed by it to the insured.

3. Acceptance:

3.1. Hiring / modification of the insurance contract may be made only upon proposal signed by the tenderer, its agent or the insurance broker enabled. The written proposal should contain the essential elements of the examination and risk acceptance.

3.2. The insurer will provide mandatorily to the applicant, Protocol identifies the proposal by it delivered, indicating the date and time of receipt.

3.3. The insurer shall have a period of fifteen (15) days to respond on the acceptance or rejection of the proposal, from the date of receipt, either for new insurance or renewals, as well as change o the risk modification.

3.3.1. If the insurance proposer is an individual, to request additional documents for review and acceptance of the risk or of the proposed amendment can be made only once during the period referred to in item 3.3 ..

3.3.2. If the proposer is a legal entity, to request additional documents may occur more than once during the period referred to in item 3.3.as long as the insurer indicating the grounds for the application of new elements to the proposal evaluation or assessment of risk.

3.3.3. In case of request of additional documents for review and acceptance of the risk, or the proposed amendment, the expiration date of fifteen (15) days foreseen in item 3.3. will be suspended, returning to run from the date on which gives the documentation delivery.

3.4. In the case of non-acceptance of the proposal, the insurer shall notify the fact in writing to the proposer, stating the reasons for refusal.

3.5. The absence of expression in writing the insurer within above alluded to, will feature the tacit acceptance of insurance.

3.6. If the acceptance of the proposal depends on hiring or facultative reinsurance change, the period mentioned in the item 3.3. It will be suspended until the reinsurer is manifested formally communicating the insurer in writing to the proposer, such an eventuality, emphasizing the resulting lack of coverage as long as the suspension.

3.7. The issue of the policy or endorsement will be made within fifteen (15) days from the acceptance of the offer date.

4. Assurance Value:

4.1. The amount of the guarantee of this policy is the maximum nominal amount guaranteed by it.

4.2. When modifications previously established in the main contract or document which formed the basis for the acceptance of risk by the insurer, the guarantee amount shall accompany such changes, the insurer shall issue the respective endorsement.

4.3. For subsequent changes to the main contract or document which formed the basis for the acceptance of risk by the insurer, by virtue of which it is necessary to modify the contract value, the value of the guarantee may accompany such modifications as long as requested and there is acceptance by the insurer, through the endorsement issue.

5. Insurance Award:

5.1. The policyholder is responsible for paying the award to the insurer for the entire term of the policy.

5.2. It is understood and agreed that the insurance shall remain in force even when the policyholder has not been paid the award on the agreed dates.

5.2.1. Not paid by the policy holder on the closing date, any part of the due award the insurer may use the implementation of a counter guarantee contract.

5.3. In case of installment payment of the award, the charging of any additional amount shall not be permitted for administrative fractionation cost and should be guaranteed to the policyholder, when installments with interest, the possibility of bringing forward the payment of any of the installments, a corresponding reduction in the contracted interest.

5.4. If the deadline for Cash pay of award or any of its installments match day where there is a bank holiday, payment may be made on the first business day on which there are banking working hours.

5.5. The insurance company will send the collection document directly to the policyholder or his representative, subject to the minimum of five (5) working days in relation to the respective expiration date.

6. Duration:

6.1. For the modalities of guarantee insurance in which there linking the policy to the principal contract, the term of the policy will be equal to the term established in the main contract, subject to the special circumstances laid down in the Special Conditions of each contracted mode.

6.2. For other embodiments, the term of the policy will be equal to the amount of time in it, established in accordance with the provisions of the Special Conditions of the respective mode.

6.3. When term changes to previously established in the main contract or document which formed the basis for the acceptance of risk by the insurer, the policy period will follow such changes, the insurer shall issue the endorsement.

6.4. For subsequent changes to the main contract or document which formed the basis for the acceptance of risk by the insurer, by virtue of which it is necessary to modify the term of the policy, this may accompany such modifications as long as requested and there is their accepted Insurer, through the endorsement issue.

7. Expectation, Complaint and Claim Characterization:

7.1. The expectation, Complaint and Claim Characterization will be specified for each mode in the Special Conditions, when fit.

7.2. The insurer will describe the Special Conditions documents to be presented to the effectiveness of the Complaint Sinister.

7.2.1. Based on reasonable doubt and justifiable, the insurer may request documentation and / or complementary information.

7.3. The Complaint claims supported by this policy may be held during the limitation period, in accordance with Clause 16 of these General Conditions;

7.4. If the insurer does not complete the characterization of the claim, formally notify the insured in writing of its negative compensation, presenting, together, the reasons that supported its conclusion in detail.

8. Indemnification:

8.1. Characterized the claim, the insurance company will comply with the obligation described in the policy, up to a maximum limit of guarantee, according to one of the following ways, as is agreed between the parties:

I - conducting, through third parties, the object of the main contract, in order to give continuity under its entire responsibility; and / or

II - indemnifying against payment in cash, losses and / or fines caused by the default of the policy holder, covered by the policy.

8.2. The deadline for the fulfillment of the obligation:

8.2.1. Payment of the indemnity or early realization of the main contract object should take place within a maximum period of thirty (30) days of receipt of the last document requested during the process of the claim regulation.

clg)

chl) 8.2.2. In chance of request referred to in documents item 7.2.1., the expiration date of thirty (30) days will be suspended, restarting its count from the business day following that on which the requirements are fully met.

cli)

clj) 8.2.3. If a court decision or arbitral decision to suspend the complaint effects of the policy, the expiration date of thirty (30) days will be suspended, restarting its count from the first business day following the revocation of the decision.

8.3. In cases where there is linking of the policy to a main contract, all the policyholder's credit balances in the main contract will be used for amortization of injury and / or fine object of sinister claim, subject to payment of the indemnity in due time.

8.3.1. If payment of the indemnity has already occurred upon completion of the verification of the policyholder's credit balances in the main contract, the insured is obliged to return to the insurer any excess that you have been paid.

9. Values Update:

9.1. The non-payment of financial obligations of the insurer, including of the indemnity under Clause 8 of these General Conditions, the deadline for payment of the obligation will result in:

cls) a) monetary restatement, from the obligation due date, and, in the case of indemnity, the date of characterization of the claim; and

clt) b) incidence of default interest calculated "pro rata temporis", counted from the first day after the expiration of the deadline.

9.2. The index used for restatement will be the IPCA / IBGE - National Index of Consumer Price Foundation's Brazilian Institute of Geography and Statistics - or index to replace it, it is calculated based on the positive variation found between the last published index before the date of payment obligation and that published immediately prior to the date of the actual settlement

9.3. The default interest counted from the first day after the expiration of the deadline for payment of duty shall be equivalent to the fee that is in effect for the late payment of taxes to the National Treasury.

9.4. The payment of amounts related to monetary restatement and interest will be independent of any judicial or extrajudicial, at once, together with other amounts owed under the contract.

10. Subrogation:

10.1. Pays indemnity or the compliance with the obligations by the policy holder defaulting, the insurer subrogate shall be the rights and privileges of the insured against the policyholder or against third parties whose acts or facts have caused the claim.

10.2. It is ineffective any act of the policyholder that reduces or extinguishes, to the detriment of the insurer, the rights referred to in this item.

11. Rights Loss:

The insured shall lose the right to indemnity in the event of one or more of the following cases:

- I - fortuitous cases or majeure force, in accordance with the Civil Code;
- II - Breach of the policyholder's obligations arising from acts or insured liability suits;
- III - Alteration of the contractual obligations guaranteed by this policy, which have been agreed between the insured and the taker without the prior consent of the insurer;
- IV - Illicit malicious acts or serious misconduct equivalent to fraud committed by the insured, the beneficiary or the representative of one or the other;
- V - The insured does not fully comply with all obligations under the insurance contract;
- VI - If the insured person or his legal representative may do misstatements or omit in bad faith circumstances of its knowledge that constitute aggravation of policyholder's default risk or that may influence acceptance of the proposal;
- VII - If the Insured intentionally increases the risk;

12. Guarantees Competition:

If there are two or more distinct forms of guarantee, covering each of the object of this secure them for the benefit of the same insured or beneficiary, the insurer will respond in proportion to the risk assumed, with the other participants, with respect to common injury.

13. Competition policies:

It is forbidden to use more than one guarantee insurance in the same mode to cover the object of this contract, except in the case of complementary policies.

14. Termination of Guarantee:

14.1. The express warranty for this insurance shall terminate on the occurrence of the following events, whichever occurs first, subject to the deadline to claim the complaint as per item 7.3. from these General Conditions:

- I - when the main object of the contract guaranteed by the policy is definitely executed upon a term or statement signed by the insured or the policy return;
- II - when the insured and the insurer so agree;
- III - when the payment of the indemnity to the insured reaches the maximum guarantee of the policy;
- IV - when the main contract is extinguished, to the manner in which there is linking of the policy to the principal contract, or when the guaranteed obligation is extinguished, in other cases; or
- V - when the end of the duration period provided in the policy, unless otherwise provided in the Special Conditions.

14.2. When the guarantee of the policy fall on a projected object in the contract, this guarantee will only be released or returned after the contract, in accordance with the provisions of paragraph 4 of article 56 of Law No. 8.666 / 1993, and their extinction will be proven, beyond the cases provided for in item 12.1., by receiving the object of the contract under art. 73 of Law 8.666 / 93.

15. Contract Termination:

15.1. In the case of total or partial termination of the contract at any time at the initiative of the policyholder or the insurer and the reciprocal contract, the following provisions shall apply:

15.1.1. In the event of termination at the request of the insurance company, this will retain the award received in addition to the fees, the proportionate share of the elapsed time;

15.1.2. In the event of termination at the request of the insured, the insurance company will retain, at most, in addition to the fees, the award calculated according to the following short-term table:

Ratio to be applied over the original duration for obtaining time in days	% Of award	Ratio to be applied over the original duration for obtaining time in days	% Of award
15/365	13	195/365	73
30/365	20	210/365	75
45/365	27	225/365	78
60/365	30	240/365	80
75/365	37	255/365	83
90/365	40	270/365	85
105/365	46	285/365	88
120/365	50	300/365	90
135/365	56	315/365	93
150/365	60	330/365	95
165/365	66	345/365	98
180/365	70	365/365	100

15.1.2.1. For periods not covered in the table in sub-item 15.1.2., It should be used percentage corresponding to the immediately lower deadline.

16. Disputes:

16.1. Disputes arising from the application of these Conditions of Contract may be settled:

- I - by arbitration; or
- II - by judicial character measure.

16.2. In case of arbitration, it must be stated in the policy, the arbitration clause of arbitration, to be optionally attached by the insured through express consent.

16.2.1. By agreeing to this clause, the insured will be pledging to resolve all its disputes with the insurance company through Arbitration, whose sentences have the same effect that the judgments of the judiciary.

16.2.2. The arbitration clause is governed by Law No. 9307 of September 23, 1996.

17. Prescription:

The lapse terms are those determined by law.

18. Forum:

The judicial matters between the insurer and the insured will be processed by the jurisdiction of this.

19. Final Provisions

19.1. Acceptance of the insurance will be subject to risk analysis.

19.2. Policies and endorsements will begin and effective end to the 24 hours of the dates indicated in them for this purpose.

19.3. The registration of this plan in SUSEP does not imply, by the autarchy, incentive or recommendation to its marketing.

19.4. After seven days of issue of this document can be verified if the policy or endorsement has been properly registered in the Susep site - www.susep.gov.br.

19.5. The registration status of the insurance broker can be found at www.susep.gov.br site, through the number of its registration in the Susep, full name, CNPJ or CPF.

19.6. This insurance is hired the first ever risk.

19.7. It is considered as the geographical scope of the modalities employed throughout the national territory, unless otherwise specified in the Special Conditions and / or private of the Policy.

19.8. Any translation costs for the reimbursement of expenses incurred abroad will be fully in charge of the Insurance Company.

SPECIAL CONDITIONS

1. Object:

The insurance contract provides indemnity up to the amount of the guarantee specified in the policy, the losses arising from the default of the policy holder in relation to the cases provided for in section 5.5 of the BIDDING TENDER PROTOCOL FOR THE GRANTING OF THE CONCESSION CONTRACT FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS from 4th Round of Bidding Area with Marginal Accumulations,

2. Definitions:

For purposes of this method, apply also, as indicated in art settings. 6 of Law No. 8.666 / 93.

3. Duration:

The term of the policy will coincide with the period specified in the Section 5.2 of BIDDING TENDER PROTOCOL FOR THE GRANTING OF THE CONCESSION CONTRACT FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS from 4th Round of Bidding Area with Marginal Accumulations,

4. Complaint and Claim Characterization:

4.1. Complaint: the insured notify the insurer of the policy holder regarding default the assumptions provided in section 5.5 of the BIDDING TENDER PROTOCOL FOR THE GRANTING OF THE CONCESSION CONTRACT FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS from 4th Round of Bidding Area with Marginal Accumulations the date will remain the official complaint of Sinister.

4.1.1. For Sinister Complaint will be necessary to submit the following documents, without prejudice to item 7.2.1. of the General Conditions:

- a) A copy of the invitation to bid;
- b) A copy of the award term;
- c) Spreadsheet, report and / or correspondence informing the values of the losses incurred, accompanied by supporting documents;

4.2. Characterization: when the insurer has received all the documents listed in item 4.1.1. and, after analysis, be proven the policyholder's default in relation to the obligations covered by the policy, the claim will be featured, with the insurance issue the final regulatory report;

5. Ratification:

csi) Fully Ratify the provisions of the General Conditions which are not changed by this Special Condition.

PRIVATE CONDITIONS

1. It is understood that this insurance guarantees the insured compensation for breach of the policy holder in connection with the signing of the Concession Contract for the area finished off on the BIDDING TENDER PROTOCOL FOR THE GRANTING OF THE CONCESSION CONTRACT FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS from 4th Round of Bidding Area with Marginal Accumulations according to Law No. 9,478 / 97.
2. The Insurer declares to know and accept the terms and conditions for BIDDING TENDER PROTOCOL FOR THE GRANTING OF THE CONCESSION CONTRACT FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS from 4th Round of Bidding Area with Marginal Accumulations mainly the in hypotheses of implementation Offer Guarantee ready in section 5.5 of that Tender Protocol.
3. In addition to the provisions of item 4 of the Special Conditions, subsection 4.1.1, letter b, it is established that for complaint and characterization of the claim, the award term copy of the presentation may be required only where the event object has already been awarded.
4. The guarantee of this policy is effective for the period stated in the policy, ending for sixty (60) days after the end of the scheduled date of signature of the concession contract, this policy object, according to the schedule defined in section 5.2 of the Tender Protocol.
5. In addition to the cases provided for in item 14 of the General Conditions of this policy, this policy will also be extinguished in the event of any of the events listed in section 5.6 (Withdrawal and return of the bid bond) of the Tender Protocol, and will be through the sending statement depending on the model Document IV - Exoneration Proof.
6. In addition to clause 11, section VI of the General Conditions, it is understood that is not for the ANP to keep the Insurer informed of any changes in the technical and economic conditions of the policy holder. Such information should be obtained directly by the Insurer to the Policyholder or by consulting the administrative processes of the ANP, provided there is no legal confidentiality or the Policyholder waives such confidentiality.
7. In addition to clause 7.4 of the General Conditions, are presumed to be valid administrative decisions taken in the course of due administrative process, unless suspended or canceled by the competent administrative or judicial proceedings.
8. This policy does not insure risks arising from other modalities of Insurance Guarantee, does not guarantee the obligations regarding the payment of taxes, labor obligations of any kind, social security, Indemnity to third parties and does not ensure risks covered by other classes of insurance.

9. Declares also that are not covered damage and / or loss directly or indirectly caused by terrorist act regardless of its purpose, which has been duly recognized as a threat to public order by the competent authorities.

10. The value of this policy may be reduced by issuing Endorsement Insured amount Reduction issued by the Insurer after Reduction Certificate presentation, depending on model II Document - Reduction Certificate, signed by the Insured.

11. It is understood and agreed that any extensions in the term of the policy may be requested in writing by the INSURED POLICYHOLDER, which provide with the INSURER by Endorsement.

12. Noting the default of the policyholder, the insured must notify the INSURER, by sending release depending on the model III Document of the policy - Notice of Default and Indemnity Request, as well as copy of the administrative process with determining decision to the guarantee.

13. This insurance policy has the reinsurance coverage by [insert the name of the business company reinsurer], granted through the process No [insert the case number].

14. In addition to the clauses 16 and 18 of the General Conditions does not apply arbitration and competent jurisdiction is of the ANP's Central Office, that is to say the Federal Court of Rio de Janeiro.

16. Notifications

All notices, demands, instructions, waivers or other communications to be provided pursuant to this Insurance Guarantee must be in Portuguese and delivered by personal messenger or courier, upon receipt, or mail with return receipt and forwarded to the following addresses:

i) if to the INSURER:

[insert the name of the insurer business company]

[insert the address of the insurer business company]

[insert zip code]

[insert city name]

ii) if to the INSURED:

Agência Nacional do Petróleo, Gás Natural e Biocombustíveis

Superintendência de Promoção de Licitações – SPL

Avenida Rio Branco 65, 18^o andar.

20090-004

Rio de Janeiro – RJ - Brasil

(iii) if to the POLICYHOLDER:

[insert the name of the holder]

[insert the address of the holder]
[insert CEP]
[insert city name]

[insert location (city) of signature], [insert day] of [insert month], [insert year].

_____ (SIGNATURE) _____
([insert name of insurer business company])

Document II - Reduction Certificate

[MODEL TO BE COMPLETED BY ANP IF REDUCTION - DO NOT FILL]

In reference to the Insurance Guarantee Performer (Insurance Guarantee) in [inserir o nome da cidade] , dated in [inserir a data, no formado dia/mês/ano], issued by [inserir o nome do Emitente]

The undersigned, being duly authorized to sign this certificate on behalf of ANP, hereby certify that:

(i) The amount in reais specified below (a) is the amount allocable to the Nominal Value of Guarantees in relation to the signing of the Concession Contract for the finished off area on the BIDDING TENDER PROTOCOL FOR THE GRANTING OF THE CONCESSION CONTRACT FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS from 4th Round of Bidding Area with Marginal Accumulations up to the date of this certificate; and

(ii) The Nominal Value Policy will be reduced to an amount equal to the Remaining Nominal, specified below (b), effective as of the date of this certificate.

(a) Amount in Reais allocable regarding the signing of the Concession Contract for the finished off area on the BIDDING TENDER PROTOCOL FOR THE GRANTING OF THE CONCESSION CONTRACT FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS from 4th Round of Bidding Area with Marginal Accumulations

,

R\$ [Insert nominal value]

(b) Remaining nominal value R\$ [Insert nominal value]

This certificate has been duly executed by the undersigned on [Insert date in the format day / month / year].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

Document III - Default Notice and Indemnity Request

Policy n.º[Insert policy number]

Rio de Janeiro -RJ

([Insert date of the payment order, in the format day / month / year])

[MODEL TO BE PRESENTED BY ANP IN CASE OF WITHDRAW - DO NOT FILL]

A vista

CWJ) The undersigned duly authorized to sign this certificate on behalf of ANP, certifies by this that, due to the 4th Round of Bidding Area with Marginal Accumulations the POLICYHOLDER incurred one of the chances of implementing the proposed guarantee provided for in section 5.5 (implementation of the proposal guarantee) the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations.

Request to pay the National Agency of Petroleum nominal value of R\$ [insert Nominal Value] ([insert written value] reais).

Drawing according to POLICY n.º. [Insert policy number] issued by [Name Of Insurer].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

To: [Insert the name of the insurer business company]
[Insert the adress of the insurer business company]

Document IV - Expiration Certificate

[MODEL TO BE COMPLETED BY ANP WHEN IN CONCESSION CONTRACT SIGNING PART
BIDDER - DO NOT FILL]

Refers to this Policy in [insert number of policy], dated in [Insert the date of issue of the policy, in the format day / month / year], issued by [Insert the name of the insurer business company].

The undersigned, being duly authorized to sign this certificate on behalf of ANP, hereby certifies that, due to the 4th Round of Bidding Area with Marginal Accumulations the POLICYHOLDER incurred in one of the cases of withdrawal from bid security provided for in section 5.6 (Exoneration and offer back guarantee)

Are terminated the Contractor's obligations following were guaranteed by the above mentioned Policy.

This Certificate was effectively executed by the undersigned in [Insert date in the format day / month / year].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

Appendix XII - Bid Bond receipt Model



Recibo de Caução

				/ /	
CNPJ (se PJ) 02.313.673/0002-08	Forma de Constituição Autarquia	Documento Constitutivo	Data de Constituição 06/08/1997	Esfera 3	1 - Municipal 2 - Estadual 3 - Federal
Tipo de mov. Conta (se PJ)	O – Indica os poderes do representante / procurador no campo "Observações / Fontes de referência consultadas" C – Em conjunto I – Isolada			Data término mandato / Validade da procuração / /	
Logradouro e bairro					
Cidade	Pais	UF	CEP	DDD/Telefone ()	
E-mail					

4 - Observações

5 - Condições Gerais

--

Local/Data

Assinatura sob carimbo do Gerente

SAC CAIXA: 0800 726 0101 (informações, reclamações, sugestões e elogios)

Para pessoas com deficiência auditiva ou de fala: 0800 726 2492

Ouvidoria: 0800 725 7474

caixa.gov.br

37.035 v005 micro

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APPENDIX XIII - MINIMUM SIGNING BONUS AND INITIAL WORK PROGRAM FOR AREAS IN THE OFFER OF 4TH ROUND OF BIDDING AREA WITH MARGINAL ACCUMULATIONS

It will only be considered the offers whose value offered signing bonuses meets the minimum requirements set in this Appendix, according to Table 23.

Table 22 - Minimum subscription bonus

Basin	Sector	Area with marginal accumulation	Minimum Bonus(R\$)
Espírito Santo	SES – T4	Garça Branca	R\$ 23.354,00
		Rio Mariricu	R\$ 70.061,00
Recôncavo	SREC-T2	Araçás Leste	R\$ 31.138,00
	SREC-T3	Jacumirim	R\$ 23.354,00
	SREC-T4	Vale do Quiricó	R\$ 23.354,00
	SREC-C	Itaparica	R\$ 70.061,00
Potiguar	SPOT-T3	Noroeste do Morro Rosado	R\$ 70.061,00
		Urutau	R\$ 70.061,00
	SPOT-T4	Iraúna	R\$ 70.061,00

APPENDIX XIV - INITIAL WORK PROGRAMME (PTI)

Table 24 consolidates the minimum initial work program (PTI) of area with marginal accumulation that must be met fully in the rehabilitation phase.

The activities of the PTI should find limited exclusively to the interior of the area with marginal accumulation and include re-entry long-term test (LTT), the formation test (FT) and seismic reinterpretation.

The reentry must involve activities in wells aimed at restoring its operating conditions for production or injection.

The LTT should aim to obtain data and information to understand the reservoirs, with a total flow time greater than 72 (seventy-two) hours.

The FT should aim to obtain data and information to understand the reservoirs, with a total flow time to 72 (seventy-two) hours.

The reinterpretation should consolidate the geological knowledge of the area, identifying the stratigraphic zones, reservoirs and the most potential to oil or gas accumulation structures.

Table 24 - PTI of the areas and estimate of minimum labor investments in Reais (R\$)

Basin	Area with marginal accumulation	PTI (No. of activities) 1	PTI (R\$)
Espírito Santo	Garça Branca	AT1 (1)	700.000,00
	Rio Mariricu	AT1 (3)	2.100.000,00
	Araçás Leste	AT1 (1)	700.000,00
Recôncavo	Jacumirim	AT1 (1)	700.000,00
	Vale do Quiricó	AT1 (1)	700.000,00
	Itaparica	AT1 (4)	2.800.000,00
Potiguar	Noroeste do Morro Rosado	AT1 (1)	700.000,00
	Urutau	AT1 (1)	700.000,00
	Iraúna	AT1 (1)	700.000,00

Caption:
AT1 - Re-entry into the well for the rehabilitation of production;

AT2 - Long-Term Test;
AT3 - Formation Test;
AT4 - 2D seismic reinterpretation;
AT5 - 3D seismic reinterpretation; and

APPENDIX XV - DECLARATION OF IMPEDIMENTS ABSENCE FOR CONCESSION CONTRACT SIGNING

[insert social name of the bidder] , represented by its representative (s) (s) accredited (s), under the penalties provided for in the applicable law, states that for purposes of compliance with the requirements of section 7 of the announcement of the 4th Round of Bidding Area with Marginal Accumulations, there is no impediments to signing or execution of the concession contract.

States further that:

- a) does not employ children under eighteen (18) years in any kind of nocturnal activity, dangerous or unhealthy, nor under 16 (sixteen) years, except as apprentices from fourteen (14) years;
- b) has not been declared inidônea to contract with the Public Administration;
- c) against itself there is no definitive conviction for environmental crimes committed in the exercise of the same activity to the object of this bid or tort harmful to domestic or foreign public administration provided for in Law No. 12,846 / 2013, calculated in judicial or administrative proceedings, for which has not yet been declared the extinction of criminal liability; and
- d) against its administrators there are no definitive conviction for bankruptcy crime, crime against the national financial system, public administration, tax policy, economic, to consumer relations, to the work organization or the environment, as well as any crime under Law No. 8.666 / 1993 for which has not yet been declared the extinction of criminal liability.

[signature]

Signed by: [Insert the name(s) of Legal Representative(s) of the bidder]

Place and Date: [Insert place and date]

APPENDIX XVII - DECLARATION ON RELEVANT LEGAL OR JUDICIAL PENDING

[Insert social name of the bidder], represented by its representative(s) accredited, under the penalties provided for in the applicable legislation, declares, for purposes of compliance with the requirements of section 7 of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations, which [Insert "there is no" or "there is, as appropriate] relevant legal or judicial pending, including those able to lead to bankruptcy, insolvency or any other event that may affect the financial capacity of this declarant.

[Discriminate relevant pending, if applicable]

[signature]

Signed by: [Insert the name(s) of Legal Representative(s) of the bidder]

Place and Date: [Insert place and date]

APPENDIX XVII - TECHNICAL SUMMARY 01: TECHNICAL QUALIFICATION FOR BIDDER EXPERIENCE OR ITS CORPORATE GROUP

Filling out this form must be performed in accordance with the instructions for filling the technical summary 01, set out in this Appendix.

Bidder:

--

Technical qualifications information needed :

- I. Main activity of the bidder and corporate control (summary of the main activity of the bidder and his relationship with headquarters or business controlling company- where applicable)

--

- II. exploration activities on land

--

- III. production activities on land

--

- IV. Exploration activities in shallow water (water depths up to 400m)

--

- V. Production activities in shallow water (water depths up to 400m)

--

- VI. exploration activities in deep and ultra deep water (water depths greater than 400m)

--

VII. production activities in deep and ultra deep water (water depths greater than 400m)

VIII. Exploration and production in harsh environments

IX. Exploration and production in environmentally sensitive areas

X. Time of experience in ground operations (in years)

XI. Time of experience in shallow water operations, water depths up to 400m (in years)

XII. Time of experience in operations in deep and ultradeep waters, water depths greater than 400m (in years)

XIII. Equivalent oil production volume as an operator in the last five (5) years (in barrels / day of oil equivalent)

XIV. investment amount in exploration activities as an operator in the last five (5) years

XV. Aspects related to SMS

XVI. Additional Information

I hereby certify, under penalty under the laws applicable to truthfulness, accuracy and fidelity of the information presented in this form.

[signature]

Signed by: [Insert the name(s) of representative(s) accredited of the bidder]

Place and date: [insert place and date]

INSTRUCTIONS FOR FILLING OF THE TECHNICAL SUMMARY 01: TECHNICAL QUALIFICATION OF BIDDER'S EXPERIENCE OR THE BUSINESS GROUP

1. General Instructions:

- 1.1. The technical summary 01 should be delivered in the cases provided for in the announcement of the 4th Round of Bidding Area with Marginal Accumulations, as the attached model, entitled "**TECHNICAL SUMMARY 01: TECHNICAL QUALIFICATION OF BIDDER'S EXPERIENCE OR THE BUSINESS GROUP**". Only technical summaries presented in the form of the model mentioned above will be considered.
- 1.2. In completing the technical summary 01, the text should be in accordance with the provisions of section 7.2.1.1 of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations, enabling the ANP identify the elements that will be scored.
- 1.3. The items that should be included in the technical summary are:
 - I. Main activity of the bidder and corporate control;

- II. Exploration activities on land;
- III. Production activities on land;
- IV. Exploration activities in shallow water (water depths up to 400m);
- V. Production activities in shallow water (water depths up to 400m);
- VI. Exploration activities in deep and ultra deep water (water depths greater than 400m);
- VII. Production activities in deep and ultra deep water (water depths greater than 400m);
- VIII. Exploration and production in harsh environments;
- IX. Exploration and production in environmentally sensitive areas;
- X. Time of experience in ground operations;
- XI. Time experience in operations in shallow water depths up to 400m water;
- XII. Time experience in operations in deep and ultradeep waters, water depths greater than 400m;
- XIII. Equivalent oil production volume as an operator in the last five (5) years;
- XIV. investment amount in exploration activities as an operator in the last five (5) years;
- XV. Aspects related to SMS.

2. Filling of the technical summary items 01:

- 2.1. Item I: the bidder shall inform its main activity briefly and his relationship with his headquarters or controller, when applicable.
- 2.2. Items II, III, IV, V, VI, VII, VIII and IX: For scoring purposes the bidder should list the projects in which it operates, stating whether these activities are performed in the operating condition, non-operator or service provider for oil companies. Only will be scored the activities currently in progress.
- 2.3. Items VIII and IX: For scoring purposes the bidder must exemplify one or more of the characteristics mentioned in items.
- 2.4. Items X, XI and XII: For scoring purposes the bidder must correlate the activities performed with their respective operating environments and experience of time (years), making it clear that the activities were performed in the operating condition, non-operator or provider services to oil companies.
- 2.5. Item XIII: For scoring purposes the bidder shall inform the average volume produced in the last five (5) years, as an operator, in the unit boe / day.
- 2.6. Item XIV: For scoring purposes the bidder must inform the amount of spent investments in exploration activities in each type of operating environment over the past five (5) years. Only to be informed investments in operating condition.
- 2.7. Item XV: Information on the environmental aspects (use and certification of an Integrated SMS System) will only be punctuated by delivering the documents requested in section 7.2.1.1 of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations.

APPENDIX XVIII – TECHNICAL SUMMARY 02A: TECHNICAL QUALIFICATION BY EXPERIENCE OF TECHNICIAN FRAME MEMBERS OF BIDDER

Filling out this form must be performed in accordance with the instructions for filling the technical summary 02A, included in this appendix.

Bidder:

Information for technical qualifications:

- I. Main activity of the bidder and corporate control (summary of the main activity of the bidder and his relationship with his headquarters or controlling business company when applicable)

- II. Activity area (as shown in Table 13 of the Tender Protocol)

- III. Professional member of the bidders technical frame:

- a. Name

- b. Professional formation

- c. Identification document (CPF, identity, passport, or equivalent)

- d. Professional Link with interested business company (employee, service provider, consultant, etc.)

--

e. Experience Time

Start Date (mm/yyyy)	
End Date (mm/yyyy)	

f. Operating environment (land, shallow water, deep water)

--

g. Location (basin, field, country, water depth)

--

h. Business company in which pursued activity

--

i. Activity description

--

j. Professional signature

--

IV. Additional Information

--

I certify under the penalties provided for in the applicable legislation, the veracity, accuracy and fidelity of the information presented in this form.

[signature]

Signed by: [Insert the name(s) of representative(s) accredited of the business company]

Place and date: [insert place and date]

**INSTRUCTIONS FOR FILLING THE TECHNICAL SUMMARY 02A: TECHNICAL
QUALIFICATION BY EXPERIENCE OF TECHNICIAN FRAME MEMBERS OF BIDDER**

1. General Instructions:

- 1.1. The technical summary 02A should be delivered in the cases provided for in the announcement of the 4th Round of Bidding Area with Marginal Accumulations, as shown in appendix entitled TECHNICAL SUMMARY 02A: TECHNICAL QUALIFICATION BY EXPERIENCE OF TECHNICIAN FRAME MEMBERS OF BIDDER. Only technical summaries presented in the form of the model mentioned above will be considered.
- 1.2. 1.2. Completion of 02A technical summary should be in accordance with the provisions of section 7.2.1.2 of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations, enabling the ANP identify the elements that will be scored.
- 1.3. 1.3. The items that should be included in the technical summary are:
 - I. Information on the main activities of the bidder and corporate control.
 - II. Activity Area of professionals from the technical bidder framework as compared in Table 13 of the Tender Protocol.
 - III. Information on the professional technical staff of the bidder for each specified activity area, containing: time experience, description of the activity performed, location, company in which the activity was exercised, acting condition.

2. Filling of items of technical summary 02A:

- 2.1. Item I: For scoring purposes the bidder shall inform briefly its core business and its relationship with its headquarters or controller, when applicable.
- 2.2. . Item II: For scoring purposes the bidder should only inform the areas of activities listed in Table 13 of the Tender Protocol.
 - 2.2.1. Item II should be replicated for each reported activity area and must be related to an integral professional technician bidder frame, indicating the time of experience, the type of environment, the company in which he held the activity and the description of activities.
- 2.3 Item III: For each activity area indicated in Section II, the bidder shall inform the member professional technical staff that has experience in this area, indicating the time of experience, the

description of the activities, the type of environment and the company in which exercised the activity.

2.3.1 Items III (e), (f), (g), (h), (i) should be replicated in case the professional informed by the bidder has, for the same area of activity, experience times when more than one business company.

2.3.2. The bidder must submit at least one professional with experience in exploration and another with experience in production activities.

2.3.3 . Shall be considered an indication of a professional activity area by Table 13, respecting the criteria set out in section 7.2.1.2.

Table 13. Scoring of the bidder due to the qualification of the technical staff: time experience and type of activity

Area of activity	Time of experience T (years)		
	$2 \leq T < 5$	$5 \leq T < 10$	$10 \leq T < 15$
Exploration – Land	3	5	7
Production – Land	3	5	7
Exploration - Shallow water	3	5	7
Production - Shallow water	3	5	7
Exploration - Deep / Ultra Deep Water	3	5	7
Production - Water Deep / Ultra Deep	3	5	7
Operation in Harsh Environments	3	5	7
Operation in Environmentally Sensitive Areas	3	5	7

Item III (i): For scoring purposes, the bidder must detail the activities developed for each area of activity indicated, attesting that the professional presented for the respective area of activity has the experience and time mentioned.

APPENDIX XIX - TECHNICAL SUMMARY 02B: TECHNICAL QUALIFICATION BY EXPERIENCE OF TECHNICIAN FRAME MEMBERS OF BIDDER - CARRIER D

Filling out this form must be performed in accordance with the instructions for filling the technical summary 02B, contained in this appendix.

Bidder:

Information for technical qualifications:

Main activity of the bidder and corporate control (summary of the main activity of the bidder and his relationship with his headquarters or controller business company when applicable)

Activity areas

Professional member of the technical bidder frame:

Name

Professional formation

Identification document (CPF, identity, passport, or equivalent)

Professional Link with interested business company (employee, service provider, consultant, etc.)

Experience Time

Start Date (mm/yyyy)	
End date (mm/yyyy)	

Operating environment (land, shallow water, deep water)

--

Location (basin, field, country, water depth)

--

Company business in which pursued activity

--

Description of activity

--

Signature of the professional

--

Additional Information

--

I certify under the penalties provided for in the applicable legislation, the veracity, accuracy and fidelity of the information presented in this form.

[signature]

Signed by: Signed by [insert name(s) of representative(s) accredited of the bidder]

Place and Date: [insert place and date]

**INSTRUCTIONS FOR FILLING THE TECHNICAL SUMMARY 02B: TECHNICAL
QUALIFICATION FOR OPERATOR D**

1. General Instructions:
 - 1.1. The technical summary 02B should be delivered in the cases provided for in the announcement of the 4th Round of Bidding Area with Marginal Accumulations, as the attached model, entitled TECHNICAL SUMMARY 02B: TECHNICAL QUALIFICATION FOR OPERATOR D. Only technical summaries will be examined presented in the form of that model above.
 - 1.2. 1.2. The filling of the 02B technical summary should be in accordance with the provisions of section 7.2.2 of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations.
 - 1.3. 1.3. The items that should be included in the technical summary are:
 - I. Information on the main activities of the bidder and corporate control.
 - II. Area (s) of activity of the professional technical staff of the bidder (exploration or production).
 - III. Information on the professional technical staff of the bidder for each specified activity area, containing: time experience, description of the activity performed, location, company in which the activity was exercised, acting condition.
2. Filling of items of technical summary 02B:
 - 2.1. Item I: The bidder must inform briefly its core business and its relationship with its headquarters or controlling business company, when applicable.
 - 2.1.1. Item II: must inform the area of activity (exploration and / or production).
 - 2.1.2. Item II should be replicated for each reported activity area and shall be correlated in Section III: the integral professional technician bidder frame, indicating the time of experience, the type of environment, the company in which he held the activity and description of activities.
 - 2.2. Item III: For each activity area indicated in Section II, the bidder shall inform the member professional technical staff that has experience in this area, indicating the time of experience, the description of the activities, the type of environment and the company in which exercised the activity.
 - 2.2.1. Items III (e), (f), (g), (h), (i) should be replicated in case the professional informed by the bidder has, for the same area of activity, experience times when more than one business company.

APPENDIX XX – TECHNICAL SUMMARY 03: TECHNICAL QUALIFICATION AS NON-OPERATOR

Bidder:

Information for technical qualifications:

Summary of the main activity of the bidder and his relationship with his headquarters or controller-, where applicable

I certify, under penalty under the laws applicable to truthfulness, accuracy and fidelity of the information presented in this form.

[signature]

Signed by: [Insert the name(s) of representative(s) accredited of the bidder]

Place and Date: [Insert place and date]

APPENDIX XXI - TECHNICAL SUMMARY 04: TECHNICAL QUALIFICATION FOR BIDDER THAT ALREADY OPERATES IN BRAZIL

Filling out this form must be performed in accordance with the instructions for filling the technical summary 04, set out in this appendix.

Bidder:

Information for technical qualifications:

Relationship of the concession contracts or production sharing which block or field is located on the ground and the bidder acts as an operator

Relationship of the concession contracts or production sharing which block or field is located in shallow water (water depths up to 400 meters deep) and the bidder acts as an operator

Relationship of the concession contracts or production sharing which block or field is located in deep and ultra deep water (water depths greater than 400 meters deep) and the bidder acts as an operator

Relationship of the concession contracts or production sharing where the bidder acts on the non-operator status

Additional information

I certify under the penalties provided for in the applicable legislation, the truthfulness, accuracy and fidelity of the information presented in this form.

[signature]

Signed by: [Insert the name(s) of representative(s) accredited of the bidder]

Place and date: [insert place and date]

**INSTRUCTIONS FOR FILLING THE TECHNICAL SUMMARY 04: TECHNICAL QUALIFICATION
FOR BIDDER THAT ALREADY OPERATES IN BRAZIL**

1. General Instructions:

- 1.1. The technical summary 04 should be delivered in the cases provided for in the announcement of the 4th Round of Bidding Area with Marginal Accumulations, as the attached model, entitled TECHNICAL SUMMARY 04: TECHNICAL QUALIFICATION FOR BIDDER THAT ALREADY OPERATES IN BRAZIL. Only technical summaries presented in the form of the model mentioned above will be considered.
- 1.2. 1.2. In filling the technical summary 04, the text should be appropriate to the request for technical qualification, in accordance with the provisions of section 7.2.4 of the Tender Protocol of the 4th Round of Bidding Area with Marginal Accumulations, enabling the ANP identifies the elements that will be analyzed.
- 1.3. 1.3. The items that should be included in the technical summary are:
 - I. Relationship of the concession contracts or production sharing which block or field is located on the ground and the bidder acts as an operator.
 - II. Relationship of the concession contracts or production sharing which block or field is located in shallow water (water depths up to 400 meters deep) and the bidder acts as an operator.
 - III. Relationship of the concession contracts or production sharing which block or field is located in deep and ultra deep water (water depths greater than 400 meters deep) and the bidder acts as an operator.

IV. Relationship of the concession contracts or production sharing where the bidder acts on the non-operator status.

2. Filling of items of technical summary 04:

2.1. Items I, II, III and IV: the bidder shall inform the numbers of the concession contracts or production sharing in which it operates as a concessionaire in Brazil.

APPENDIX XXII - SUMMARY OF FINANCIAL STATEMENTS

This form must be completed in R\$ (real) with the summarized information presented in the financial statements of the three (3) fiscal years of the bidder. It should be used for conversion to R\$ (real) exchange rate (purchase) of the currency of origin, corresponding to the closing date of each fiscal year, published by the Central Bank of Brazil.

ACTIVE	Date:	Date:	Date:	PASSIVE	Date:	Date:	Date:
circulating(a)	_____	_____	_____	circulating(a)	_____	_____	_____
Non-Current (b = c + d + e + f)	_____	_____	_____	Non-Current (b)	_____	_____	_____
Long-term achievable(c)	_____	_____	_____	net equity (c)	_____	_____	_____
Investments(d)	_____	_____	_____		_____	_____	_____
immobilised(e)	_____	_____	_____		_____	_____	_____
Intangible (f)	_____	_____	_____		_____	_____	_____
TOTAL (g = a + b)	_____	_____	_____	TOTAL (d=a +b+c)	_____	_____	_____

DEMONSTRATION OF STATEMENT OF INCOME	Year:	Year:	Year:
GROSS INCOME	_____	_____	_____
LAIR	_____	_____	_____
NET INCOME	_____	_____	_____

Remarks / Explanatory Notes /³.

³Issued by an independent auditor or accountant, if applicable.

Accountant responsible:

Name: _____

Professional Registration: _____

Signature: _____

Date: _____

Administrator of the bidder:

Name: _____

ID: _____

Signature: _____

Date: _____

[signature]

Signed by: [Insert the name(s) representative(s) accredited of the bidder]

Place and Date: [insert place and date]

APPENDIX XXIII - INFORMATION FROM SIGNATORY

[insert social name of the bidder], represented by its representative(s) accredited, provides the following information, as a condition for the signature of contract concession:

Area(s): [Insert Code(s) / name(s) area(s) with marginal accumulation contract concession object]

Name of winning bidder: [insert social name of the bidder]

Name(s) of signatory of contract concession: [insert social name of business company]

Registration CNPJ: [Insert CNPJ registration number of the signatory]

Data from the signatory:

Address: [insert address]

City: [insert city name]

State: [insert State name]

ZIP code: [insert Zip code]

Representative(s) that will sign the concession contract:

Name: [insert name]

Position: [inserir o cargo (esta informação constará do contrato de concessão)]

E-mail: [insert e-mail address]

Name: [insert name]

Position: [inserir o cargo (esta informação constará do contrato de concessão)]

E-mail: [insert e-mail address]

[signature]

Signed by: [Insert the name(s) of representative(s) accredited of the bidder]

Place and date: [insert place and date]

APPENDIX XXIV - LETTER OF CREDIT FORM FOR INITIAL WORK PROGRAMME COMPLIANCE

LETTER OF CREDIT IN CHARACTER OF IRREVOCABLE WARRANTY

Issued by [Insert bank name]

Date: [insert date in format day/month/year]

N^o: [insert number of Letter of Credit]

Initial Nominal Value : R\$ [insert nominal value]

Agência Nacional do Petróleo, Gás Natural e Biocombustíveis
Avenida Rio Branco 65, 19^o andar
20090-004 Rio de Janeiro
Brasil

Dear Sirs,

1. [Insert bank name], constituted under the laws of [Insert name of the country, following the example: Federative Republic of Brazil], the "Issuer", is hereby issued in favor of the National Agency of Petroleum, Natural Gas and Biofuels - ANP, a member Municipality of Indirect Federal Administration of the Government of the Federative Republic of Brazil, Letter of Credit in Character Guarantee Irrevocable N^o. [insert number of letter of credit], whereby the Issuer authorizes ANP to draw in a single drawing, the Nominal Value of R\$ [insert Nominal value]⁴, by submitting an Order of Payment and Drawing Certificate (defined below) at the Issuer's office specified in Clause 5 of this Letter of Credit during the Withdrawal Period (as defined in item 4 below).

2. This Letter of Credit has been prepared in accordance with the Concession Contract n^o [Insert the number of the Concession Agreement], relative to the block(s) [Insert Code(s) / name(s) of block / field of the Concession Agreement object], celebrado em [Insert date in the format day / month / year], between the ANP and concessionaire [Insert the social name(s) of signatory], constituted under the laws of the Federative Republic of Brazil. The Capitalized terms (including attached documents) and not defined herein shall have the respective meanings set forth in the Contract.

3. The Nominal Value of the Letter of Credit shall initially be R\$ [Insert Nominal Amount]⁷, which may be reduced upon presentation by the ANP to the Issuer of a certificate (Reduction Certificate), as defined in Exhibit 1, specifying a new and lower nominal value.

4. The Nominal Value of the Letter of Credit may be drawn by ANP according to the provisions of Clause 5 of this Letter of Credit, on any Banking Day during the Draw Period beginning at 10:00 and end at 16:00, time of Rio de Janeiro, understood of the day [Insert the date of signing of the Concession Agreement, in the format day / month / year], to [Insert date in the format day / month / year, after 180 days

⁴Enter the nominal value of the Letter of Credit

of the last day of the Exploration Period]⁵ (the "Withdrawal Period"). The term "Banking Day" means any day other than Saturday, Sunday or day on which commercial banks in the city of Rio de Janeiro are authorized or required by law, regulation or executive order to close.

5. A drawing can only be performed by the presentation by ANP to the Issuer of Payment Order as presented in Document 2 (Payment Order), and a Drawing Certificate, run by the ANP, as shown in Exhibit 3 (Drawing Certificate). The presentation of a payment order and Drawing Certificate must be made at the Issuer's office in the city of Rio de Janeiro, located [Insert address of the Issuer], or another address in the city designated by the issuer to the ANP by given notice pursuant to Section 9 of this Letter of Credit.

6. Upon presentation by the ANP during the Withdrawal Period, the Payment Order and Receipt Drawing the establishment designated by the Issuer in Clause 5 of this Letter of Credit, the Issuer shall pay, in Reais, the Nominal Value as procedure laid down in the withdrawal receipt, the issuer shall pay to the immediately following banking day to the request.

7. This Letter of Credit shall expire upon the earliest of the following events: (i) in [Insert date in the format day / month / year, after 180 days of the last day of the Exploration Period]⁶, (ii) the reduction of the Nominal Value of this Letter of Credit to zero, (iii) the date on which the ANP submit to the Issuer a certificate executed by the ANP as the Document 4 (Receipt Certificate), and (iv) the irrevocable payment by the Issuer the ANP as defined in Section 6 of this Letter of Credit Nominal value through an appropriate withdrawal. However, any drawing properly made before the expiry of this Letter of Credit will be honored by the Issuer. If the establishment designated by the Issuer in Clause 5 of this Letter of Credit is closed on the date defined in (i) of this Clause 7, the expiration date of this Letter of Credit and the Drawing Period shall be extended to the next Banking Day wherein said office is open.

8. Only the ANP may draw this Letter of Credit as well as exercise any other rights set forth herein.

9. All notices, demands, instructions, waivers or other communications to be provided pursuant to this Letter of Credit shall be in Portuguese and delivered by personal messenger or courier, registered mail or fax, to the following addresses:

- (i) If to the Issuer:
[insert Issuer name]
[insert issuer adress]
[insert zip code]
[insert name of city]

⁵For each Exploration Period, insert the date referring to 180 days after the last day of the Exploration Period in question.

⁶For each Exploration Period, insert the date referring to 180 days after the last day of the Exploration Period in question.

(ii) If to ANP:
Superintendência de Desenvolvimento e Produção
Avenida Rio Branco 65, 19º andar
20090-004
Rio de Janeiro – RJ
Brasil
Fax (21) 3797-6399

Addresses and fax numbers for routing information relating to this Letter of Credit may be changed by the Issuer or the ANP by notice given to the other party at least 15 banking days prior to the date of change.

10. This Letter of Credit sets forth in full and unconditional obligation of the Issuer and such obligation shall in no way be modified or amended based on any document, instrument or contract, except (i) Reduction Certificate (ii) the Payment Order, (iii) the Drawing Certificate, (iv) the Receipt Certificate, (v) the approval by the ANP Assignment of the Contract under Clause Twenty-two of the Concession Contract(vi) the approval by the ANP extension or suspension of the Initial Work Program schedule set forth in Sections Fifth and Fourteenth of the Concession Contract.

11. This letter of credit on the terms and conditions herein and for the purpose intended, is a valid, legal and binding document in the place of its billing and the issuer may not oppose the ANP claim of any kind to prevent its full and complete implementation.

Sincerely,

[Insert bank name]

[signature]

Name: [Insert the name of the person responsible for issuing]

Position: [insert position of the person responsible for issuing]

Document 1

REDUCTION CERTIFICATE

In reference to the Letter of Credit in character Irrevocable Guarantee (Letter of Credit) N° [insert Letter of Credit number], dated on [insert date, in format day/month/year], issued by [Insert bank name] in favor of the ANP. The Capitalized terms from this point and not defined herein have the respective meanings set forth in the Letter of Credit.

The undersigned, duly authorized to sign this certificate on behalf of ANP, hereby certifies that:

The amount in Reais, specified under (a), is the amount allocable to the Nominal Amount of the Letter of Credit to the work performed by the Concessionaires relating to the Initial Work Programme to the date of this certificate; and

The Letter of Credit Nominal Value will be reduced to an amount equal to the Remaining Nominal, specified below (b), effective as of the date of this certificate.

Amount in Reais allocable to work in the Initial Work Program	R\$ [insert Nominal value]
---	----------------------------

(b) Remaining Nominal Value	R\$ [insert Nominal value]
-----------------------------	----------------------------

This certificate has been duly executed by the undersigned on [insert date, in format day/month/year].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

PAYMENT ORDER

Letter of credit N°. [insert number of Letter of Credit]

Rio de Janeiro -RJ

Date: [insert date, in format day/month/year]

Cash pay

To pay the NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS the nominal value R\$ [Insert nominal value] ([Insert amount in words] reais).

Drawing as letter of credit on an irrevocable basis guarantee no. [Insert Letter of Credit number] emitida por [Insert name of Bank].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

To: [Insert name of Issuer]

Issuer: [insert issuer adress]

WITHDRAW CERTIFICATE

refers to this Letter of Credit in Irrevocable character Guarantee (Letter of Credit) N° [Insert number Letter of Credit], dated in [Insert date in the format day / month / year], issued by [Insert name of Issuer] in favor of the National Agency of Petroleum, natural gas and biofuels (ANP). The Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Letter of Credit.

The undersigned, being duly authorized to sign this certificate on behalf of ANP, hereby certify that (i) the Contract has terminated without completion of Initial Work Program or (ii) the Initial Work Program was not met by the Concessionaires from [Insert date in the format day / month / year, the last day set for the Exploration Period]⁷.

Payment of Nominal Value updated in Reais, on this date, the Letter of Credit n° [Insert number Letter of Credit] shall be made by the Issuer to the following account:

[insert ANP account details in Rio de Janeiro]

This certificate has been duly executed by the undersigned in [Insert date in the format day / month / year].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

⁷Insert the last day of the Exploration Period for which the Letter of Credit was issued

CERTIFICATE OF CONCLUSION

Refers to this Irrevocable Letter of Credit in Guarantee (Letter of Credit) N°. [Insert number Letter of Credit], dated on [Insert date in the format day / month / year], issued by [Insert name of Issuer] in favor of the National Agency of Petroleum, natural gas and biofuels (the "ANP"). The Capitalized terms not defined herein shall have the respective meanings set forth in the Letter of Credit.

The undersigned, being duly authorized to sign this certificate on behalf of ANP, hereby certify that:

The amount allocable to the Letter of Credit on the full implementation of the Initial Work Program, was fulfilled by the (s) Concessionaire (s) or the Letter of Credit was duly replaced by another guarantee instrument accepted by the ANP; and

The Letter of Credit shall expire on the date of this certificate.

This Certificate was effectively executed by the undersigned in [Insert date in the format day / month / year].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

APPENDIX XXV - INSURANCE GUARANTEE MODEL FOR INITIAL WORK PROGRAMME COMPLIANCE

POLICY N.º [Insert policy number]

[Insert the name of the insurer] *through this Policy of Performance Guarantee assures the INSURED NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS - ANP,* compliance with the obligations of the POLICYHOLDER, [name of the concessionaire] assumed by CONCESSION CONTRACT FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GASn.º [Insert the process number] / [insert year] (the "CONCESSION CONTRACT") concluded on [Insert date in the format day / month / year], as defined in the object of this policy, referring to the Block [Insert the name of the object block of the Concession Agreement], signed between ANP and [Insert the name(s) of concessionaire], regarding BIDDING TENDER PROTOCOL FOR GRANTING OF CONTRACT CONCESSIONS FOR REHABILITATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS - 4th Round of Bidding Area with Marginal Accumulations, object of this policy, in the amount of R\$ [Insert nominal value] ([Insert amount in words] reais), according to the provisions of clauses and conditions:

DESCRIPTION WARRANTY

(Modality, value and period provided for in the Concession Contract)

Modality ⁸	Insured amount 1	Period
		Home 1
Performer	R\$ [Insert Nominal Value]	[Insert date, in the format day / month / year]

WARRANTY OBJECT

Indemnity guarantee in the amount fixed in the Policy, considering the reduction of the guaranteed value, by noncompliance the POLICYHOLDER in relation to its obligation to fully implement, in the [insert the number of the period] Phase Rehabilitation, the initial work program to such Phase Rehabilitation as defined in Appendix II - initial work program, of the CONCESSION CONTRACT, and to do so spend the amounts that may be necessary, subject to the provisions of Section Five of the CONCESSION CONTRACTn.º. [Insert the process number] / [insert year].

The amount guaranteed by this policy is R\$ [Insert nominal value] ([Insert amount in words] reais).

The award of this policy is R\$ [Insert nominal value] ([Insert amount in words] reais).

Are an integral and inseparable part of the policy, the following documents that we have restated:

⁸Do not change this field. The "Execution" modality must be chosen, based on the insurance classification criteria defined by Susep.

Document 1 - GENERAL, SPECIAL AND PRIVATE CONDITIONS

The General Conditions and Special Conditions of this policy shall be governed by the terms in SUSEP Circular No. 477/2013 and in the schedule determined by the INSURED NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS - ANP. The latter, being more specific, shall prevail over the first two in case of conflict.

SUSEP Circular No. 477 of September 30, 2013.

GENERAL CONDITIONS

1. Object:

1.1. This insurance contract guarantees the faithful fulfillment of obligations assumed by the policy holder to the insured under the terms of the policy and to the guarantee amount fixed in this, and according to modality and / or additional coverage expressly contracted, due to participation in bidding on relevant main contract works, services, including advertising, purchases, concessions and permits under the powers of the Union, States, Federal District and Municipalities or also the obligations due to:

I - administrative proceedings;

II - court proceedings, including tax obligations;

III - administrative subdivisions of tax credits, registered or not in active debt;

IV - administrative regulations.

1.2. They are also guaranteed by this insurance amounts owed to the insured, such as fines and indemnities, arising from breach of the obligations assumed by the policy holder, provided for in specific legislation in each case.

2. Definitions:

Are applicable to this insurance the following definitions:

2.1. Policy: document executed by the insurer that formally represents the insurance contract guarantee.

2.2. Terms: all the provisions common to all types and / or coverage of an insurance plan, setting out the obligations and rights of the contracting parties.

2.3. Special conditions: a set of specific provisions for each mode and / or coverage of an insurance plan, that the provisions set forth in the General Conditions.

2.4. Private Conditions: set of clauses that alter in any way the General Conditions and / or Special Conditions, according to each insured.

2.5. Main contract: any setting between agencies or government entities (insured) and private (policy holders), where there is an agreement of wills to the formation of the bond and the stipulation of reciprocal obligations, whatever the name used.

2.6. Endorsement: formal instrument signed by the insurer, making changes in the policy of guarantee insurance upon request and express consent of the parties.

2.7. Indemnification: payment of damages and / or penalties arising from breach of obligations covered by insurance.

2.8. Maximum Limit guarantee: maximum amount that the insurer be liable to the insured due to the payment of compensation.

2.9. Award: amount due by the policy holder to the insurer, depending on insurance coverage, and that should include the policy or endorsement.

2.10. Regulatory Process Claims: procedure whereby the insurer shall establish that whether or not the merits of the claim of complaint, as well as the calculation of damages covered by the policy.

2.11. Proposal Insurance: formal instrument of request for issuance of insurance policy, executed in accordance with the legislation in force.

2.12. Final Report regulation: document issued by the insurer in which it transmits the position on the characterization or not the claimed loss, as well as the possible values to be compensated.

2.13. Insured: the Public Administrations or the Granting Authority.

2.14. Insurer: the surety insurance company, under the policy, the fulfillment of the obligations assumed by the policy holder.

2.15. Insurance Guarantee: insurance that guarantees the faithful fulfillment of obligations assumed by the policy holder to the insured under the terms of the policy.

2.16. Claim: the default of the borrower's obligations covered by insurance.

2.17. Policyholder: the debtor of obligations assumed by it to the insured.

3. Acceptance:

3.1. Hiring / modification of the insurance contract may be made only upon proposal signed by the proposer, its agent or the insurance broker enabled. The written proposal should contain the essential elements of the examination and risk acceptance.

3.2. The insurer will provide mandatorily to the applicant, Protocol identifies the proposal by it delivered, indicating the date and time of receipt.

3.3. The insurer shall have a period of fifteen (15) days to respond on the acceptance or rejection of the proposal, from the date of receipt, either for new insurance or renewals, as well as changes to the risk modification.

3.3.1. If the insurance applicant is an individual, to request additional documents for review and acceptance of the risk or of the proposed amendment can be made only once during the period referred to in item 3.3 ..

3.3.2. If the applicant is a legal entity, to request additional documents may occur more than once during the period referred to in item 3.3., From the insurer indicating the grounds for the application of new elements to the proposal evaluation or risk assessment.

efr) 3.3.3. In case request additional documents for review and acceptance of the risk, or the proposed amendment, the period of fifteen (15) day period referred to in item 3.3. will be suspended, returning to run from the date on which give the delivery documentation.

efs) 3.4. In the case of non-acceptance of the proposal, the insurer shall notify the fact in writing to the applicant, stating the reasons for refusal.

eft) 3.5. The absence of expression in writing of the insurer within above alluded to, will feature the tacit acceptance of insurance.

3.6. If the acceptance of the proposal depends on hiring or facultative reinsurance change, the period mentioned in the item 3.3. It will be suspended until the reinsurer manifest formally communicating the insurer in writing to the applicant, such an eventuality, emphasizing the resulting lack of coverage as long as the slurry.

3.7. The policy issuance or endorsement will be made within fifteen (15) days from the acceptance of the offer date.

4. Value Assurance:

4.1. The amount of the guarantee of this policy is the maximum nominal amount guaranteed by it.

4.2. When modifications previously established in the main contract or document which formed the basis for the acceptance of risk by the insurer, the guarantee amount shall accompany such changes, the insurer should issue the endorsement.

4.3. For subsequent changes to the main contract or document which formed the basis for the acceptance of risk by the insurer, by virtue of which it is necessary to modify the contract value, the value of the guarantee may accompany such modifications as long as requested and there is the its acceptance by the insurer, through the endorsement issue.

5. Insurance Award:

5.1. The policyholder is responsible for paying the award to the insurer for the entire period of validity of policy.

5.2. It is understood and agreed that the insurance shall remain in force even when the policyholder has not paid the award on the agreed dates.

5.2.1. Not paid by the policy holder on the closing date, any part of the due award the insurer may use the implementation of counter contract.

5.3. In case of installment of the award, the collection of any additional amount shall not be permitted for administrative fractionation cost and should be guaranteed to the policyholder, when installments with interest, the possibility of bringing forward the payment of any of the installments, with a corresponding reduction in the contracted interest.

5.4. If the deadline for front payment in cash of award or any of its installments match day where there is no bank holiday, payment may be made on the first business day on which there are banking hours.

5.5. The insurance company will send the bill invoice directly to the policyholder or his representative, subject to the minimum of five (5) working days in relation to the respective expiration date.

6. Duration:

6.1. For the modalities of guarantee insurance in which there is linking of the policy to the principal contract, the duration of the policy will be equal the period established in the main contract, subject to the special circumstances laid down in the Special Conditions of each contracted modality.

6.2. For other embodiments, the term of the policy will be equal to the amount of time in it, established in accordance with the provisions of the Special Conditions of the respective modality.

6.3. When period changes to previously established in the main contract or document which formed the basis for the acceptance of risk by the insurer, the policy period will follow such changes, the insurer should issue the endorsement.

6.4. For subsequent changes to the main contract or document which formed the basis for the acceptance of risk by the insurer, by virtue of which it is necessary to modify the duration of the policy, this may accompany such modifications as long as requested and there is the respective acceptance by the Insurer, through the endorsement issue.

7. expectancy, Complaint and Claim Characterization:

7.1. The expectation, Complaint and Claim Characterization will be specified for each modality in the Special Conditions, when fit.

7.2. The insurer will describe the Special Conditions documents to be presented to the effectiveness of the Complaint Claim.

7.2.1. Based on reasonable doubt and justifiable, the insurer may request documentation and / or complementary information.

7.3. The Complaint claims supported by this policy may be held during the limitation period, in accordance with Clause 16 of these General Conditions;

7.4. If the insurer does not complete the characterization of the claim, formally notify the insured in writing of its negative compensation, presenting, together, the reasons that supported its conclusion in detail.

8. Indemnification:

8.1. Characterized the claim, the insurance company will comply with the obligation described in the policy, up to a maximum limit of guarantee, according to one of the following ways, as is agreed between the parties:

I - conducting, through third parties, the object of the main contract, in order to give continuity under its entire responsibility; and / or

II - indemnifying against payment in cash, losses and / or fines caused by the default of the policy holder, covered by the policy.

8.2. The deadline for compliance with the obligation:

8.2.1. Payment of the indemnity or early realization of the main contract object should take place within a maximum period of thirty (30) days of receipt of the last document requested during the process of the claim regulation.

8.2.2. In the event of request referred to in item documents 7.2.1., The period of thirty (30) days will be suspended, restarting its count from the business day following that on which the requirements are fully met.

8.2.3. If a court decision or arbitral decision to suspend the complaint effects of the policy, the period of thirty (30) days will be suspended, restarting its count from the first business day following the revocation of the decision.

8.3. Where there are linking of the policy to a main contract, all the policy holder's credit balances in the main contract will be used for repayment of injury and / or fine object of sinister claim, subject to payment of the indemnity in due time.

8.3.1. If payment of the indemnity has already occurred upon completion of the verification of the policy holder's credit balances in the main contract, the insured is obliged to return to the insurer any excess which may have been paid.

9. Values Update:

9.1. The non-payment of financial obligations of the insurer, including of the indemnity under Clause 8 of these General Conditions, the deadline for payment of the obligation will result in:

a) monetary restatement, from the obligation due date, and, in the case of compensation, the date of characterization of the claim; and

b) incidence of default interest calculated "pro rata temporis", counted from the first day after the expiration of the deadline.

9.2. The index used for restatement will be the IPCA / IBGE - the Consumer Price Index of the Brazilian Institute of Geography and Statistics - or index to replace it, it is calculated based on the positive variation found between the last index published before the date of payment obligation and that published immediately prior to the date of the actual settlement

9.3. The default interest, as from the first day after the expiration of the deadline for payment of duty shall be equivalent to the rate that is in effect for the late payment of taxes to the National Treasury.

9.4. The payment of amounts related to monetary restatement and interest will be independent of any judicial or extrajudicial, at once, together with other amounts owed under the contract.

10. Subrogation:

10.1. Pays compensation or the compliance with the obligations by the policy holder defaulting, the insurer shall subrogate the rights and privileges of the insured against the policyholder or against third parties whose acts or facts have caused the claim.

10.2. It is ineffective any act of the insured that reduces or extinguishes, to the detriment of the insurer, the rights referred to in this item.

11. Rights Loss:

The insured shall lose the right to compensation in the event of one or more of the following cases:

I - fortuitous cases or majeure force, in accordance with the Civil Code;

II - Breach of the policy holder's obligations arising from acts or insured responsibility suits;

III - Alteration of the contractual obligations guaranteed by this policy, which have been agreed between the insured and the policy holder without the prior consent of the insurer;

IV - unlawful intentional acts or serious negligence equivalent to willful misconduct committed by the insured, the beneficiary or the representative of one or the other;

V - The insured does not fully comply with all obligations under the insurance contract;
 VI - If the insured person or his legal representative may do misstatements or omit in bad faith circumstances of his knowledge that constitute aggravation of policy holder's default risk or that may influence acceptance of the proposal;

VII - If the Insured intentionally increases the risk;

12. Guarantees Competition:

If there are two or more distinct forms of guarantee, covering each of the object of this insurance them for the benefit of the same insured or beneficiary, the insurer will respond in proportion to the risk assumed, with the other participants, with respect to injury common.

13. Competition policies:

It is forbidden to use more than one guarantee insurance in the same mode to cover the object of this contract, except in the case of complementary policies.

14. Termination of Guarantee:

14.1. The express warranty for this insurance shall terminate on the occurrence of the following events, whichever occurs first, subject to the deadline to claim the complaint as per item 7.3. of these General Conditions:

I - when the main object of the contract guaranteed by the policy is definitely executed upon a term or statement signed by the insured or the policy return;

II - when the insured and the insurer so agree;

III - when the payment of the indemnity to the insured reaches the maximum guarantee of the policy;

IV - when the main contract is extinguished, to the manner in which there is linking of the policy to the principal contract, or when the guaranteed obligation is extinguished, in other cases; or

V - when the term of termination provided for in the policy, unless otherwise provided in the Special Conditions.

14.2. When the guarantee of the policy befall a projected object in the contract, this guarantee will only be released or returned after the contract, in accordance with the provisions of paragraph 4 of article 56 of Law No. 8.666 / 1993, and their extinction will prove, beyond the cases provided for in section 14.1, by receipt of the object of the contract under art. 73 of Law 8.666 / 93.

15. Contract Termination:

EIU) 15.1. In the case of total or partial termination of the contract at any time by the initiative of the insured or of the insurer and the reciprocal contract, the following provisions shall apply:

EIV) 15.1.1. In the event of termination at the request of the insurance company, this will retain the award received in addition to the fees, the proportionate share of the elapsed time;

eiw) 15.1.2. In the event of termination at the request of the insured, the insurance company will retain, at most, in addition to the fees, the award calculated according to the following short-term table:

ratio to be applied over the original term for obtaining time in days	% Of award	ratio to be applied over the original term for obtaining time in days	% Of award
15/365	13	195/365	73
30/365	20	210/365	75
45/365	27	225/365	78
60/365	30	240/365	80
75/365	37	255/365	83
90/365	40	270/365	85

105/365	46	285/365	88
120/365	50	300/365	90
135/365	56	315/365	93
150/365	60	330/365	95
165/365	66	345/365	98
180/365	70	365/365	100

15.1.2.1. For periods not covered in the table in sub-item 15.1.2., It should be used percentage corresponding to the immediately lower term.

16. Controversies:

16.1. Disputes arising from the application of these Conditions of Contract may be settled:

I - by arbitration; or

II - by judicial character measure.

16.2. In case of arbitration, it must be stated in the policy, the commitment clause of arbitration, to be optionally attached by the insured through express consent.

16.2.1. By agreeing to this clause, the insured will be committing to resolve all its disputes with the insurance company through Arbitration, whose sentences have the same effect that the judgments of the judiciary.

16.2.2. The arbitration clause is governed by Law No. 9307 of September 23, 1996.

17. Prescription:

The lapse terms are those determined by law.

18. Forum:

The judicial matters between the insurer and the insured will be processed by the jurisdiction of this.

19. Final Provisions

19.1. Acceptance of the insurance will be subject to risk analysis.

19.2. Policies and endorsements will begin and effective end to the 24 hours of the dates indicated in them for this purpose.

19.3. The registration of this plan in SUSEP does not imply, by the autarchy, incentive or recommendation to its marketing.

19.4. After seven days of issue of this document can be verified if the policy or endorsement has been properly registered in the Susep site - www.susep.gov.br.

19.5. The registration status of the insurance broker can be found at www.susep.gov.br site, through the number of its registration in the Susep, full name, CNPJ or CPF.

19.6. This insurance is hired the first ever risk.

19.7. It is considered as the geographical scope of the modalities employed throughout the national territory, unless otherwise specified in the Special Conditions and / or private of the Policy.

19.8. Any translation costs for the reimbursement of expenses incurred abroad will be fully in charge of the Insurance Company.

SPECIAL CONDITIONS

1. Object:

1.1. This insurance contract guarantees indemnity to the guarantee amount fixed in the policy, for damages arising from breach of the obligations assumed by the policy holder in the main contract for construction, supply or services.

1.2. They are also guaranteed by this insurance contract the amounts of fines and damages owed to the Public Administration, in view of the provisions of Law No. 8,666 / 93.

1.3. It can also be contracted with independent specific amount, the coverage of Additional Shares Labor and Social Security, as described in Chapter III of this Appendix.

2. Definitions:

Is defined for purposes of this method, addition to the definitions of art. 6 of Law No. 8.666 / 93 and art. 2 of Law No. 8,987 / 95:

I - Loss: Proven pecuniary loss in excess of the values originating provided for the implementation of the main contract of the object, caused by the default of the policy holder, excluding any damage arising from other class, such as liability, loss of profits.

3. Duration:

3.1. The duration of the policy will be determined according to the following rules:

I - coinciding with the term of the relevant administrative contract for execution of works, services and / or purchases;

II - for renewable periods, in the case of public service concessions and permissions.

3.2. The renovations, referred to in item II of item 3.1., Do not presume, will be preceded by of the insurer written notice to the insured and to the policyholder, in advance of up to ninety days from the date of the policy in force validity of termination, stating their explicit interest in maintaining guarantee.

4. Expectancy, Complaint and Claim Characterization:

4.1. Expectation: as soon held the opening of the administrative proceedings to determine possible default by the policyholder, it should be immediately notified by the insured, clearly indicating the unfulfilled items and giving it time to regularize pointed defaults, sending a copy of the notification to the insurer, with the aim to communicate and record the expectancy of Claim.

4.2. Complaint: the Claims expectancy will be converted into complaint, upon notice by the insured to the insurer, the completion of administrative procedures that prove the default of the policy holder, the date will remain the official complaint of Claim.

4.2.1. For Claims Complaint will be necessary to submit the following documents, without prejudice to item 7.2.1. of the General Conditions:

a) A copy of the main contract or document set out the obligations assumed by the policy holder, its appendices and additives if any, duly signed by the insured and by the policy holder;

b) A copy of the administrative process that documented the default of the policy holder;

c) Copies of minutes, notifications, counter notifications, documents, correspondence, including e-mails exchanged between the insured and the policyholder, related to the policy holder's default;

d) worksheet, report and / or correspondence informing the existence of retained amounts;

e) worksheet, report and / or correspondence informing the values of the losses suffered;

4.2.2. Failure to formalize the Claims Complaint make void the expectation Claims;

4.3. Characterization: when the insurer has received all the documents listed in item 4.2.1. and, after analysis, be proven the policy holder's default in relation to the obligations covered by the policy, the claim will be featured, with the insurance issue the final regulatory report;

5. Ratifies:

Ratify-fully the provisions of the General Conditions which are not changed by this Special Condition.

PRIVATE CONDITIONS

1. It is understood that this insurance guarantees the compliance with the obligations of the Initial work program assumed in the concession contracts for rehabilitation and production of oil and natural gas, according to Law No. 9,478 / 97.
2. The guarantee of this policy is effective for the period stated in the policy, with end foreseen for 180 days after the end of Phase Rehabilitation, object of this policy. This period can only be changed with the approval by the ANP extension or suspension of the Phase Rehabilitation schedule set forth in Sections Fifth and Fourteenth of the Concession Contract
3. Applies to this policy the item 14.2 of the General Conditions, with the following additions: proof of full compliance with the INITIAL WORK PROGRAMME defined in
4. APPENDIX II - Initial work program, the CONCESSION CONTRACT, will be through release of sending depending on the model IV Document - Completion Certificate Template.
5. In addition to clause 11, section VI of the General Conditions, it is understood that is not for the ANP to keep the Insurer informed of any changes in the technical and economic conditions of the Policyholder. Such information should be obtained directly by the Insurer to the Policyholder or by consulting the administrative processes of the ANP, provided there is no legal confidentiality or the Policyholder waives such confidentiality.
6. In addition to clause 7.4 of the General Conditions, are presumed to be valid administrative decisions taken in the course of due administrative process, unless suspended or canceled by the competent administrative or judicial proceedings.
7. This policy does not insure risks arising from other modalities Insurance Guarantee, does not guarantee the obligations regarding the payment of taxes, labor obligations of any kind, social security, Indemnities third parties and ensures no risk covered by other fields of insurance.
8. Declares also that are not covered damage and / or loss directly or indirectly caused by terrorist act regardless of its purpose, which has been duly recognized as a threat to public order by the competent authorities.
9. The value of this policy may be reduced, as provided in Clause Fourteenth and Twenty-third of the CONCESSION CONTRACT by respectively: (i) the issue of Endorsement Insured amount Reduction issued by the Insurer after Reduction Certificate Presentation depending on model II Document - Reduction Certificate, signed by the Insured.
10. And (ii) approval by the ANP Assignment of Rights and Obligations under Clause Twenty-third of the Concession Contract .

)

11. It is understood and agreed that any updates to the Insured amount value must be requested in writing by the INSURED POLICYHOLDER, which provide with the INSURER the updates through Endorsement Security Deposit Boost, with its award collection.
12. The updates referred to above may be requested by the INSURED when circumstantial changes occur, including but not limited to exchange and inflation variations that modify the expected costs for the fulfillment of the Initial work program guaranteed by this policy.
13. Noting the default of the policyholder, the insured must notify the INSURER, by sending Announcement depending on the model III Document of the policy - Notice of Default and Indemnity Request, as well as copy of the administrative process with the order determining the payment guarantee.

11.1 The values of the activities of the Initial work program (IWP) not performed are defined in the concession contract.

14. This insurance policy has the reinsurance coverage [Insert the name of the reinsurer business company], granted through the process N.º [insert number process].
15. 15. In addition to the clauses 16 and 18 of the General Conditions does not apply arbitration and the jurisdiction is to the ANP's Central Office, or the Federal Court of Rio de Janeiro.
16. In addition to Clause 4 of the Special Conditions, it is clear that the scheme of the Concession Contract for Rehabilitation and Production of Oil, the bad debt is characterized by the closure of the rehabilitation phase without completion of the Initial Work Program. Is not possible for new concession date to run the Initial work program after ending the Rehabilitation Phase.
17. In addition to Clause 2 of the special conditions, the peculiar nature of the Award for Rehabilitation and Production of Oil Law 9.478 / 1997, it is considered indemnification loss the value of rehabilitation commitments assumed by the Policyholder and not completed until the end of Phase Rehabilitation. It will also be considered compensable loss by adding certain updates Insured amount held in the form of these Private Conditions and any penalties related to noncompliance of commitments to the initial work program. The amount of compensable losses by this policy is set as the value of repo work units and unfulfilled as systematic by ANP for Insured amount calculation, plus any penalties related to noncompliance.

18. Notifications

All notices, demands, instructions, waivers or other communications to be provided pursuant to this Insurance Guarantee must be in Portuguese and delivered by personal

messenger or courier, upon receipt, or mail with return receipt and forwarded to the following addresses:

- i) if to the INSURER:
[Insert the name of the insurer business company]
[Insert address of the insurer business company]
[insert Zip code]
[insert city name]

- ii) if to the INSURED:
Agência Nacional do Petróleo, Gás Natural e Biocombustíveis
Superintendência de Desenvolvimento e Produção
Avenida Rio Branco 65, 19º andar
20090-004
Rio de Janeiro – RJ

- (iii) if to the POLICYHOLDER:
[Insert the name of the policy holder]
[Insert address of the policy holder]
[insert Zip code]
[insert city name]

[Insert location (city) of signature], [insert day] de [insert month] de [insert year].

(SIGNATURE)
([Insert the name of the insurer business company])

Document II - Reduction Certificate

[MODEL TO BE COMPLETED BY ANP IF REDUCTION - DO NOT FILL]

In reference to the Insurance Guarantee Performer (Insurance Guarantee) in [Insert city name], dated on [Insert date in the format day / month / year], issued by [Insert name of Issuer]

The undersigned, being duly authorized to sign this certificate on behalf of ANP, hereby certify that:

(i) The amount in reais specified below (a) is the amount allocable to the nominal value of Guarantees for work performed by contractors in relation to the Initial work program to the date of this certificate; and

(ii) The Nominal value of the Policy will be reduced to an amount equal to the Remaining nominal value, specified below (b), effective as of the date of this certificate.

(a) Amount in Reais allocable to work in the Initial work program R\$ [insert Nominal Value]

(b) Remaining nominal value R\$ [insert Nominal Value]

This certificate has been duly executed by the undersigned on [Insert date in the format day / month / year].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

Document III - Default Notice and Indemnity Request

Policy n.º [Insert policy number]

Rio de Janeiro -RJ

([Insert date of the payment order, in the format day / month / year])

[MODEL TO BE PRESENTED BY ANP IN CASE OF WITHDRAW - DO NOT FILL]

Cash pay

The undersigned, being duly authorized to sign this certificate on behalf of ANP, hereby certify that (i) the contract has terminated without completion of the Initial Work Program or (ii) the Initial work program was not met by the contractors to from [Insert starting date of noncompliance with obligations in the format day / month / year].

Request to pay the NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS the nominal value of R\$ [insert Nominal Value] ([Insert amount in words] reais).

Drawing according POLICY n.º. [Insert policy number] Issued by [Name Of Insurer].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

To: [Insert the name of the insurer business company]
[Insert address of the insurer business company]

Document IV - Completion Certificate

Refers to the present Policy no [Insert policy number], dated on [Insert the date of issue of the policy, in the format day / month / year], issued by [Insert the name of the insurer business company].

The undersigned, being duly authorized to sign this certificate on behalf of ANP, hereby certify that:

The initial work program was fully completed by the contractors; and

Ended the Contractor's obligations found themselves guaranteed by the above mentioned Policy.

This certificate has been duly executed by the undersigned on [Insert date in the format day / month / year].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

[signature]

Name: [insert name]

Position: [insert position]

**APPENDIX XXVI - STATEMENT BY THE CONCESSIONAIRE CONSORTED ON
FINANCIAL GUARANTEES OF THE INITIAL WORK PROGRAM**

[insert the social name of the bidders] , represented by its representative(s) accredited, under the penalties provided for in the applicable legislation, state that are well aware (i) of the 4th Round of Bidding Area with Marginal Accumulations and its appendices: (ii) of paragraph 11.4 of the Concession contract and (iii) that the obligations of the initial work program are indivisible, being the consortium the compensation obligation in the event of noncompliance.

[signature]

Signed by: [Insert the name(s) of the Legal Representative(s) and bidder]

[signature]

Signed by: [Insert the name(s) of the Legal Representative(s) and bidder]

Place and date: [insert place and date]

APPENDIX - XXVII - PERFORMANCE GUARANTEE MODEL

The present Performance Guarantee refers to the Concession contract nº [Insert the number of the Concession Contract], Block [Insert name / acronym of the block], concluded between the National Agency of Petroleum, natural gas and biofuels (ANP) and [Insert the name of the concessionaire] ("Guaranteed"), regulated in arts. 1039-1092 of the Civil Code] incorporated under Brazilian law.

With reference to the obligations under the contract or this related, assumed by the Guaranteed, or can it be imposed, [Insert the name of the guarantor] ("Guarantor"), one [Insert type of business company regulated in arts. 1039-1092 of the Civil Code] organized under the laws of [Insert country of origin of the Guarantor], a controlling, directly or indirectly, or headquarters of Guaranteed agrees fully with the provisions below numbered:

1. The terms written in capital letters and not otherwise defined herein shall have the meanings set forth in the contract.
2. The Guarantor declares the ANP that: (i) is incorporated under the laws of their jurisdiction; (ii) has the necessary corporate authorizations and all corporate powers and legal representation to sign, submit and comply with this warranty; (iii) This guarantee is valid legal obligations assumed by the Guarantor and is against this executable, in accordance with its terms; (iv) are not necessary governmental approvals for the execution, delivery and performance of this warranty, except those that have been obtained and are in force; and (v) the execution, delivery and performance of this Guarantee by the Guarantor will not violate any law device or existing regulation to which it is subject, and any provision of the corporate documents of the Guarantor or any agreements or contracts to which this is part.
3. The Guarantor hereby guarantees to the ANP, in unconditional manner as primary obligor, the due and punctual performance of all the Guaranteed obligations by reason of this contract or related.
4. If the Guaranteed does not comply in any respect its obligations under the contract or violate in any way the provisions contained therein, the Guarantor undertakes, by official notification in writing to carry out any measure necessary for the faithful fulfillment of the obligations mentioned in the contractual instrument, taking responsibility for any losses, damages, complains, costs and expenses resulting from the failure in operations carried out by the Assured or the breach of the contract by this. Any ANP initiatives for direct accountability Guaranteed, at any time, do not invalidate the obligations of the Guarantor contained in this Guarantee.
5. This guarantee is unconditional and will have force and effect until all obligations of the Guaranteed contract or in connection with this, are fully and irrevocably satisfied and discharged, notwithstanding (a) any amendment or termination of the contract, (b) any extension of time, other indulgence or concession granted by the ANP, or (c) any delay or failure by the ANP in pursuing any remedies available against the Guaranteed entity.
6. replacement will be allowed in this Performance Guarantee in the event of assignment of all of the undivided interest in the rights and obligations relating to the grant, since the transferee company expressly assume responsibility for all previous duties and following its

- entry into the contract.
7. The ANP is not obligated to pursue any guarantee or take any action against or with respect to the warranty before enforcing its rights under this Guarantee directly against the Guarantor. The Guarantor, moreover, will not be allowed to claim that the ANP could have avoided or mitigated in any way, or by any action, the losses resulting from the contract for the Guaranteed breach, or that the agency could use any other guarantee held at any time in its favor, before proceeding against the Guarantor in connection with the obligations of this, as this warranty. The Guarantor's obligations under this Guarantee shall be independent and this will not be entitled to compensation or counterclaim with respect to any claims it may have against the ANP.
 8. All obligations of the Guarantor established herein shall bind the Guarantor and its successors. The Guarantor may not assign or delegate its duties and obligations without the prior written consent of the ANP, and any alleged Assignment or delegation, without such consent, shall be null and void. The Guarantor confirms that this Guarantee will be valid with respect to any Assignee company that is Affiliated with the Guaranteed under the terms of this Agreement. In the event of such Assignment, the Assignee company shall be deemed to be the Assured for all purposes herein, in the extension of the assigned assignments.
 9. This Guarantee shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil.
 10. Any failure or delay by the ANP to exercise any right, in whole or in part, hereunder shall not be construed as a waiver to the exercise of that right or any other.
 11. Any amendment or modification in this warranty is only valid if done officially and signed by the Guarantor and the ANP.
 12. Any dispute concerning the interpretation of this Warranty will be settled exclusively and finally by arbitration conducted according to the rules of the International Chamber of Commerce.
 13. Costs and expenses actually incurred by the ANP due to the implementation of this Warranty, including without limitation, court costs and attorney's fees will be paid in cash by the Guarantor, upon presentation of invoices.
 14. All notices, demands, instructions, waivers or other communications relating to this Guarantee, and any consents in this set will be written in Portuguese and will be effective upon receipt, and shall be personally delivered or sent by courier, first class mail or fax to the addresses below:

If to the Guarantor:

[Insert name of Guarantor]

[Insert address of Guarantor]

[insert zip code]

[insert name of city]

If to ANP:

Superintendência de Desenvolvimento e Produção

Avenida Rio Branco 65, 19º andar

20090-004

Rio de Janeiro -- RJ

Brasil

Fax (+55 21) 3797-6399

The addresses and fax numbers of either party may be changed by means of official notification, in writing, from one to another with a minimum of fifteen (15) working days prior to the effective date of change.

This guarantee will be presented in [Insert the corresponding number the amount of copies] ([Insert the number of copies in words]) copies, and either of these copies regarded as original.

This guarantee was signed by the Guarantor in [insert day] of [insert month] of [insert year],and will be effective and will take effect from the date of its approval by the ANP.

([Insert name of Guarantor])

[signature]

Name: [insert name]

Name: [insert name]

Received and accepted in [insert day] of [insert month] of [insert year].
National Agency of Petroleum, natural gas and biofuels

[signature]

Name: [insert name]

Name: [insert name]

APPENDIX XXVIII - TERM COMMITMENT OF DEACTIVATION AND ABANDONMENT

The business company [insert company name] , represented by its representative (s) (s) accredited (s), declared their interest in participating in the second stage of the 4th Round of Bidding Area with Marginal Accumulations , whose object is the granting of the concession contracts for rehabilitation, assessment, and production of oil and natural gas in Brazil and recognizes the procedures and rules for bidding in general and signing concession contract with the National Agency of Petroleum, natural gas and biofuels (ANP).

The [insert company name] states, even under penalty of appropriate contractual penalties and those prescribed in the applicable law, which is committed, for the signature of the Concession contract, to be held at its own risk, all activities necessary for abandonment of wells which will carry out interventions aimed at restoring its operating conditions for production or injection, or wells that are used for other reasons, among those who have been given in this term, as well as the decommissioning of facilities and environmental recovery of the affected areas.

Table 24 - Selection of wells

Area	Km ²	Wells	Minimum PTI
ARAÇÁS LESTE	8,08	<input type="checkbox"/> 1SEG 0001 BA	Reentry in (1) well
		<input type="checkbox"/> 1ARL 0001 BA	
		<input type="checkbox"/> 1ARL 0002 BA	
GARÇA BRANCA	9,83	<input type="checkbox"/> 4COG 0003 ES	Reentry in (1) well
IRAÚNA	14,82	<input type="checkbox"/> 1-BRSA-521-RN	Reentry in (1) well
		<input type="checkbox"/> 1-BRSA-455-RN	
		<input type="checkbox"/> 3-BRSA-649-RN	
		<input type="checkbox"/> 3-BRSA-695-RN	
ITAPARICA	21,68	<input type="checkbox"/> 7-I-69P-BA	Reentry in (4) wells
		<input type="checkbox"/> 7I 0022 BA	
		<input type="checkbox"/> 7I 0030 BA	
		<input type="checkbox"/> 7I 0032 BA	
		<input type="checkbox"/> 7I 0040 BA	
		<input type="checkbox"/> 7I 0042 BA	
		<input type="checkbox"/> 7I 0054 BA	

		<input type="checkbox"/> 7I 0056DBBA	
		<input type="checkbox"/> 7I 0057 BA	
		<input type="checkbox"/> 7I 0058D BA	
JACUMIRIM	1,42	<input type="checkbox"/> 1JM 0001 BA	Reentry in (1) well
		<input type="checkbox"/> 3JM 0002 BA	
NOROESTE DO MORRO ROSADO	39,36	<input type="checkbox"/> 7NMR 0010 RN	Reentry in (1) well
		<input type="checkbox"/> 7NMR 0011 RN	
		<input type="checkbox"/> 3NMR 0006 RN	
RIO_MARIRICU-MARIRICU_SUL	6,85	<input type="checkbox"/> 7RM 0004 ES	Reentry in (3) wells
		<input type="checkbox"/> 7RM 0005 ES	
		<input type="checkbox"/> 7RM 0006 ES	
		<input type="checkbox"/> 7RM 0010 ES	
		<input type="checkbox"/> 7RM 0012 ES	
		<input type="checkbox"/> 7RM 0013 ES	
		<input type="checkbox"/> 7RM 0014D ES	
		<input type="checkbox"/> 1RM 0001 ES	
		<input type="checkbox"/> 1RM 0001A ES	
		<input type="checkbox"/> 3RM 0003 ES	
		<input type="checkbox"/> 4-BRSA-746-ES	
		<input type="checkbox"/> 4RM 0007 ES	
URUTAU	27,63	<input type="checkbox"/> 1-GALP-7-RN	
		<input type="checkbox"/> 1-GALP-9-RN	
		<input type="checkbox"/> 3-GALP-31-RN	
		<input type="checkbox"/> 4-GALP-32-RN	
VALE DO QUIRICO	2,79	<input type="checkbox"/> 1VQ 0001 BA	Reentry in (1) well
		<input type="checkbox"/> 5VQ 0002 BA	

This term will be governed by and construed in accordance with the laws of the Federative Republic of Brazil and the jurisdiction to resolve any disputes relating to this term is the Federal Court, Judicial Section of Rio de Janeiro, to the exclusion of any other, more privileged.

[signature]

Assinado por: [Insert the name(s) Legal Representative(s) of the bidder]

Place and date: [insert place and date]

APPENDIX XXIX - CONCESSION CONTRACT MODEL