



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

**DRAFT TENDER PROTOCOL BIDDING ROUNDS**

**EXPLORATORY BLOCKS**

**AWARD OF EXPLORATION AND PRODUCTION ACTIVITIES  
OF OIL AND NATURAL GAS UNDER THE CONCESSION  
REGIME**

**13<sup>TH</sup> BIDDING ROUND**

**RIO DE JANEIRO, June 12<sup>th</sup> of 2015.**

## **CAUTION**

This tender protocol contains the provisions applicable to exploration and production of oil and natural gas (E&P) in blocks with exploratory risk.

This tender protocol is prepared in Portuguese language, which is the only official version. Versions of some attachments may be included in the English language for guidance purposes only. ANP may furnish, as reference, an English version of the complete documents.

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# 1 INTRODUCTION

## 1.1 Legal Aspects

On August 6, 1997, the Congress approved Law No. 9.478 / 1997, which sets forth the national energy policy as well as implemented other measures in accordance with Constitutional Amendment No. 9/1995, which assists the Federal Union monopoly by means of execution of the exploration and production of oil and natural gas.

This law established 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 of preservation of 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, investment attractive to in energy production and the expansion of the country's competitiveness in the international market.

The Law No. 9.478 / 1997 also established the National Agency of Petroleum, Natural Gas and Biofuels (ANP) as an entity in charge of regulating, contracting and inspecting economic activities of the oil industry, natural gas and biofuels, and shall, among other duties, prepare tenders and contracts and to conduct tenders for concession of exploration rights and production of oil and natural gas, entering into the concession contracts arising and overseeing from its implementation.

The Law No. 12.351 / 2010, pursuant to art. 65, delegated to the Executive to establish specific policies and measures aimed for increasing the participation of small and medium-sized companies in the exploration, development and production of oil and natural gas.

CNPE authorized ANP therefore, through Resolution No. 01/2015, as published in the Federal Official Gazette on 09.06.2015, the realization of the 13<sup>th</sup> Bidding Round of blocks for exploration and production of oil and natural gas and to inactive areas with marginal accumulations.

The 13<sup>th</sup> Bidding Round shall consist two phases, this first on the exploratory blocks, with a foreseeable continuity of the 13<sup>th</sup> Bidding Round for inactive areas with marginal accumulations.

Regarding exploration blocks for exploration and production of oil and natural gas, the 13<sup>th</sup> Bidding covers 266 blocks, distributed in 10 sedimentary basins: the Amazon, Parnaíba,

Potiguar, Reconcavo, Sergipe-Alagoas, Jacuípe, Camamu-Almada, Holy Spirit , Campos and Pelotas.

The 13<sup>th</sup>Bidding Round includes areas with high potential performance basins, new exploratory frontiers and mature basins which is evidenced by opportunities for large, medium and small businesses.

The ANP, in its invested powers, as per art. 36 of Law No. 9.478 / 1997, issued Resolution No. 18/2015, establishing new procedures to carry out the bidding of blocks for the concession of exploration and production of oil and natural gas.

This tender protocol sets exclusively the mandatory provisions which should be construed by all business entities interested to take part in the 13<sup>th</sup>Bidding Round, through presentation of offers upon bidding offers with exploratory risk and it was prepared in accordance with the relevant provisions, among which the Law No. 9.478 / 1997, Law No. 12.351 / 2010, the ANP Resolution No. 18/2015 and the Resolutions of the CNPE No. 8 of 21 July 2003, and No. 01 of June 3, 2015, rectified by order published in the Official Gazette on June 10, 2015, which should be consulted and followed.

For the 13<sup>th</sup>Bidding Round, in regard to the blocks with exploratory risk the creation of Special Commission (CEL), composed by ANP representatives and by civil society, duly appointed by the Board of ANP via ordinance.

## **1.2 13<sup>th</sup>Bidding Round Blocks in Offer**

The blocks offered were selected in high potential basins, new frontiers and mature basins, with the purpose of increasing reserves and the Brazilian production of oil and natural gas, increase knowledge of the sedimentary basins, decentralize exploratory investment in the country, develop the small oil industry and set national and foreign companies in the country, continuing the demand for local goods and services, job creation and income distribution.

## **1.3 Bidding Procedure**

In the registration period, the business corporations interested to proceed individually shall file the documents and perform payment corresponding to participation fees for the sectors to which it may wish to submit to.

The registered bidders with registration approved by CEL shall submit the bids in the bidding, since contributing with Bid Bonds in the value and template as defined in the tender protocol within ten (10) business days before the offers public presentation.

In public session, the bidders may present the offers for the bidding blocks, once judged and scrutinized by CEL by attributing grades and weights to objective criteria provided in the final tender protocol.

The offers are sorted by descending order of notes, being declared the awarded of the public presentation offers the bidder whose offer is granted to the highest final score.

Noteworthy the awarded condition of public presentation renders no guarantees to the bidder to sign the concession contracts.

The awarded bidders of the public submitted offer are subject to the qualifications held by the Licensing Rounds Promotion (SPL) and judged by CEL.

The qualification comprises the analysis of documentation to prove the legal regularity, tax, labor, economic and financial capacity and technical capacity of the awarded bidders of the public submitted offer.

In case of non qualification of the awarded bidder of submitted offers, the Bid Bonds offer shall be draw down, when appropriate, applicable all proper penalties stated in the final tender protocol and third ranked bidders shall be summoned to express its interest in honoring the offer submitted by the former awarded bidder.

The ANP Board ratifies the object to qualified bidders, once the bidding is done, the bidders are called to execute the concession contract and approves the bid.

The awarded ones deliver the documentation, securities and undertakings as provided in the final tender protocol and the closing ceremony of the concession agreement concludes the bidding procedure.

## 1.4 Schedule

The 13<sup>th</sup> Bidding Round schedule is evidenced in Table 1 below. This schedule is only indicative. The ANP reserves the right to modify or suspend it, as per due publicity

**Table 1–13<sup>th</sup> Bidding Round Schedule**

Event	Date
Publication of Draft Tender Protocol and Draft of Concession Agreement	12/06/2015
Term Commencement for filling application forms, delivery of application documentation and payment fee participation	12/06/2015
Data Technical Package Availability <sup>1</sup>	12/06/2015
Final Term for additions into the Draft Tender Protocol and into the Draft of Concession Agreement and Public Consultation Closing	02/07/2015



Public Hearing (city of Rio de Janeiro)	09/07/2015
Publication of Tender Protocol and the Template of the Concession Agreement	06/08/2015
Final Term for filling application forms, delivery of application documentation and payment fee participation	11/08/2015
Technical-Environmental Seminar	19/08/2015
Fiscal-Legal Seminar	20/08/2015
Deadline for offer Bid Bonds presentation	23/09/2015
Public offers presentation	07/10/2015
Term for delivery of the qualification documentation (awarded bidder and associate for concession agreement countersignatures) <sup>2</sup>	08/10 to 13/10/2015
Award and ratification of the bidding	10/12/2015
Term for delivery of the documentation for concession agreement execution <sup>3</sup>	11/12 to 15/12/2015
Term for payment of the signature bonus	11/12 to 15/12/2015
Concession Agreement Execution	23/12/2015

#### Footnotes

<sup>1</sup>The technical data package shall be forwarded to business corporations which suits, as per tender protocol: (i) fulfillment of electronic application form; (ii) receipt of payment of participation fee; and (iii) encloses the confidentiality agreement, confirming the powers of its signatory, as per the documentation provision 4.2.1 and when applicable, item 4.2.2.

<sup>2</sup>The associated appointed to countersign the concession whose entitlement is not concluded until the date of public presentation of offers may deliver the qualification documents and powers for signature of the concession agreements as specific schedule requirements on item 9.2.2.

<sup>3</sup> The ANNEX XXII of the tender protocol acknowledging the information from the signatory of business corporation of the concession agreement shall be delivered within five (5) calendar days after the date of public presentation of offers, pursuant 9.1.1.

## 1.5 Bidders Decommissioning

In addition to the cases set forth in art. 44 Resolution ANP no 18/2015, it shall be disqualified the bidder, as follows:

- a) is not qualified according to the required level;
- b) cause not to execute the concession contract;
- c) not sustain the conditions of qualification to the execution of the concession contract;
- d) incur, under this bidding round, in an act of which demonstrates bad faith.

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

In the case set forth in line (b), the effect of decommissioning is restricted to the concession contracts not executed by the bidder.

## **1.6 Provisions Clarifications as per Final Tender Protocol**

Clarifications in regard to the provisions herein shall be requested via written final tender protocol, in Portuguese Language and addressed via e-mail [rodadas@anp.gov.br](mailto:rodadas@anp.gov.br), until 15 (fifteen) business days before submitted offers in public session.

## 2 BIDDING OBJECT

The purpose of this bidding round is to render concession contracts towards the exploration and production of oil and natural gas in 266 blocks with exploratory risk, located in 22 sectors of 10 Brazilian sedimentary basins: the Amazon, Parnaíba, Potiguar (onshore) , Reconcavo, Sergipe-Alagoas (offshore), Jacuípe, Camamu-Almada, Holy Spirit (offshore), Campos and Pelotas.

A detailed list of the blocks offered in each Basin is located in ANNEX I. Table 2 renders all detailed information to the sectors and the number of blocks in offer for each sector as well as the exploration phase timeframe and the exploration periods, the amounts related to payment the area of retention and the minimum qualification required for the operator of the blocks in each sector.

ANP shall include new blocks in the 13<sup>th</sup> Bidding Round until the date of the public hearing, as per authorization of CNPE, and to withdraw any blocks for technical and justified reasons.

To carry out exploration and production of oil and natural gas in blocks object of the 13<sup>th</sup> Bidding Round, the awarded bidders or appointed affiliates shall execute the concession contract, draft of which is enclosed in Annex XXVII.

Among the contractual obligations, the concessionaire shall be subject to the payment of taxes on the activity, according to the law of indemnities due to expropriations or easements necessary among others, as provided in the concession agreement: royalties, occupation or retention fees and payments to landowners.

### 2.1 Exploratory Models

This final tender protocol includes the following exploratory models:

a) Blocks in mature basins, in order to provide opportunities and increase the participation of small and medium-sized companies in exploration and production of oil and natural gas in densely explored basins, allowing the continuity of these activities in the regions where an important socioeconomic role is performed;

b) Blocks in new frontier basins, in order to attract investment to little known geological regions, with technological barriers or knowledge to overcome, seeking to identify new producing basins.

c) High potential basins in blocks, in order to restore and expand the reserves and the Brazilian production of oil and natural gas in order to meet the growing domestic demand.

**Table 2 – General Description**

<b>Basin</b>	<b>Sector</b>	<b>ExploratoryModels</b>	<b>Number of Blocks<sup>1</sup></b>	<b>Are on Offer (km<sup>2</sup>)</b>	<b>Exp Phase<sup>2</sup> (years)</b>	<b>ExpTimeframe (years)</b>	<b>Retention Fee of Area<sup>3</sup> (R\$/km<sup>2</sup>/year)</b>	<b>Minimum Qualif. Required<sup>4</sup></b>
Amazonas	SAM-O	New frontier	7	19.778,81	8	5+3	58,86	B
Camamu Almada	SCAL-AP1	New frontier	6	3.244,45	7	5+2	794,60	A
	SCAL-AP2	New frontier	3	2.114,86	7	5+2	794,60	A
Campos	SC-AR3	High Potential	3	350,45	7	5+2	1412,63	A
Espírito Santo	SES-AP1	New frontier	1	722,35	7	5+2	1059,47	A
	SES-AP2	New frontier	6	4.305,08	7	5+2	1059,47	A
Jacuípe	SJA-AP	New frontier	4	2.785,38	7	5+2	176,58	A
Parnaíba	SPN-N	New frontier	14	38.548,25	6	4+2	176,58	C
	SPN-O	New frontier	8	22.699,04	6	4+2	176,58	C
Pelotas	SP-AP4	New frontier	8	5.114,44	7	5+2	117,72	A
	SP-AR4	New frontier	29	4.648,99	7	5+2	117,72	B
	SP-AUP4	New frontier	14	8.921,84	7	5+2	117,72	A
Potiguar	SPOT-T2	Mature	12	365,72	5	3+2	37,67	C
	SPOT-T3	Mature	9	273,27	5	3+2	37,67	C
	SPOT-T4	Mature	47	1.420,99	5	3+2	37,67	C

Basin	Sector	ExploratoryModels	Number of Blocks <sup>1</sup>	Are on Offer (km <sup>2</sup> )	Exp Phase <sup>2</sup> (years)	ExpTimeframe (years)	Retention Fee of Area <sup>3</sup> (R\$/km <sup>2</sup> /year)	Minimum Qualif. Required <sup>4</sup>
	SPOT-T5	Mature	3	92,99	5	3+2	37,67	C
Recôncavo	SREC-T1	Mature	22	669,53	5	3+2	37,67	C
	SREC-T2	Mature	19	527,99	5	3+2	37,67	C
	SREC-T3	Mature	21	496,23	5	3+2	37,67	C
	SREC-T4	Mature	20	549,42	5	3+2	37,67	C
Sergipe Alagoas	SSEAL-AP1	New frontier	5	3.538,25	7	5+2	794,60	A
	SSEAL-AP2	New frontier	5	3.865,67	7	5+2	794,60	A

Footnotes:

1 A detailed list of the blocks offered in each Basin is in ANNEX I.

2 The exploration phase can be extended under the provisions of the concession contract.

3 Values for the payment for the occupation or retention of the area in reais per square kilometer, in 31/12/2014, applicable to the exploration phase. These amounts shall be paid and adjusted annually, from the date of signature of the concession contract, by the accumulated IGP-DI in the 12 months preceding the date of each adjustment, pursuant to art. 28 of Decree n. ° 2705/98. These amounts shall be increased by 100% in the case of extension of the exploration phase, where applicable, and the development stage. For the production stage, it is increased by 900%.

4. The bidders shall be qualified as operators or as non-carriers. Qualified as operators it shall be classified into the following levels: A) The operator, to operate in blocks located in deep / ultra-deep waters, shallow waters and on shore; B) Operator, to operate in blocks located in shallow water and on land; and operator C), to operate only in the blocks located onshore, except in the blocks of the Amazon Basin.

### 3 DOCUMENTATION FORMAT PRESENTATION

The documents requested in this final tender protocol must be submitted to ANP, or delivered to the Agency protocol service, addressed to Licensing Rounds Promotion (SPL), respecting the deadlines set out in Table 1.

The documents may be forwarded from Monday to Friday, 9am to 18pm, from Brasília / DF, addressed to:

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 may be delivered in a single copy, in an envelope containing the name of the interested business corporation and the address of its place of business.

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

All documents produced by the business associations concerned must be notarized, dated and signed by the authorized representative, the last page with the name of the signatory.

It shall only be accepted documents issued within 90 (ninety) days prior to its delivery, except the corporate documents, the economic and financial qualification and documents with expressly expiration date.

Original documents requiring signature should be notarized. Copies of documents must be certified by a notary public.

The late presentation of documents required in the final tender protocol after the time expired specified in Table 1 is forbidden, except in the cases mentioned in the following paragraph.

ANP may request any additional information or document which gives support to the analysis of documentation of business corporations and render such steps as it considers

necessary to clarify or complement the bidding process. The ANP may also request the correction of non compliance issues, which does not affect the document content, and or crucial errors.

No documentation submitted to ANP shall be returned, except for exempted supply guarantees, according to the conditions described in section 5.6.

It is important to observe:

a) notarization is the firm recognition, to original documents or authentication of copies held in office.

b) consularization is the endorsement of Brazilian diplomatic authority in the country in 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 certified translation must include any written text in a foreign language, including any entries in the document released by the local notary.

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

### **3.1 Documentation Issued Abroad**

The documents issued abroad, to become effective 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 towards 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 registered towards the RTD.

If Brazil happens to perform joint cooperation agreement with other countries or be part of a treaty in which there is forecast legalization waiver of some or all of the documents provided herein, the business corporation interested can request it, based on applicable law.

#### **3.1.1 Foreign Business Corporation**

Foreign business entities may participate in the 13<sup>TH</sup>Bidding Round and should, therefore, meet the requirements set forth herein.



In case of a particular document presentation required in this final tender protocol for legal reasons the country in which the foreign business is established or in case of the document not being applicable to such society, it must fulfill the corresponding tender protocol requirement by presenting the following documentation:

a) document signed by the authorized representative informing (i) description of the reasons that prevent compliance with the requirement of final tender protocol; (ii) the sole discretion of ANP to accept similar documentation as a response to this requirement, forwarding document in replacement of the one in the tender protocol provision; and (iii) reference to the forwarded documents provided in (b) and (c) below;

b) equivalent documents in order to meet the requirement of public final tender protocol, to be presented in place of the provided in final tender protocol;

c) if applicable, copy of the legal provision that prevents compliance with the requirements set out herein.

In the event that there is no similar parameters to the document referred herein and / or from entity in the country of origin to certify the business corporation shall, instead of the requirement laid down in paragraph (b) above, to submit a statement issued by notary public it must also furnish evidence to the documents referred in paragraphs (a) and (c) above.

### **3.1.2 Business Corporations Located In Particular Venues**

CEL may request additional documents and information not listed herein, the business corporations based in countries classified as tax free by the IRS of Brazil, as well as business corporations based on countries classified as non-cooperative by the Council of Financial Activities Control of the Ministry of Finance.

Based on technical and/or legal reports, it may be rejected registration or qualification business corporation from these countries, when the documentation submitted is not sufficient to identify the actual controlling and guaranteeing the interests of the Union as the rightholder on exploration and production of oil and natural gas in Brazil.

### **3.2 Utilization of Documents as per Company Registration**

The business company interested in taking advantage of documents que 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 Annex II.

The business company shouldnt list Which documents shouldnt be used to inform and, for each of these, a round of bidding or name and assignment contract for the number for Which the document was presented.

Only the documents listed in Annex II are que Within the expiration date can be used. The documents Whose expiration date is not expreso only be availed if It may Have Been submitted to ANP one (1) year prior to the application.

The deadline September forth above does not apply to corporate documents, Which can be availed the existing, and documentation for economic and financial qualification.

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

The qualification Obtained previously does not Constitute Obtaining qualifying collateral for the 13th Bidding Round.

### **3.3 Disclosure of Documentation and Confidentiality of ANP**

The documents relating to the bid are public, except those classified as confidential, in accordance with applicable law.

Society corporate company who has any objection to the disclosure of information should manifest itself through substantiated request to the ANP, which it shall decide on the host.

The company entrepreneur may request disclosure of your contacts and the basins of interest on the website <http://www.brasil-rounds.gov.br> as model ANNEX III until the date of the public presentation of offers.

## 4 REGISTRATION FOR BIDDING PARTICIPATION

It may participate in the 13<sup>th</sup> Bidding Round societies national and foreign entrepreneurs, alone or in consortiums, from which fully comply with all the provisions of the final tender protocol and the applicable legislation.

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

Registration for participation in the tender should be held until the date defined in Table 1 and give shall be by means of:

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

Fulfilled the requirements set out in this final tender protocol, the business company may submit offers exclusively for the blocks in sectors for which you have made the payment of participation fee, in accordance with the provisions of section 4.3.

The registration of the business company implies the knowledge and acceptance of the rules and conditions set out in this final tender protocol and its attachments.

### 4.1 Filling in the electronic form

The business companies interested in bidding must individually during 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 companies entrepreneurs should relate representatives accredited to the ANP, whether legal representatives or appointed by proxy.

Business corporations that accredit more than one representative shall indicate, including the principal, for which it shall be sent any official correspondence from the ANP on the bid.

## **4.2 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.

### **4.2.1 Corporate Documents**

a) charter (statute or social contract), as amended, or the consolidation of charter amendments where necessary, containing the most current provisions and in full force, all filed in the register of competent trade;

b) documents relating to the verification of powers and the names of the legal representatives as well as the latest acts related to the election / appointment of such representatives, if applicable;

c) documents proving the fulfillment of any conditions to the exercise of the powers of representatives as provided for in the articles of incorporation, if applicable (joint signatures of directors, express authorization of the board of directors, etc.);

d) statement under the ANNEX V model, (i) copy of presentation to the latest version of its charter or status with current provisions; (ii) evidence of the powers and the names of its legal representatives; (iii) fulfillment of any conditions to the exercise of the powers of representatives, pursuant to articles of association, if applicable.

The documents referred to in paragraph (c) 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 presented with the documentation.

### **4.2.2 Power of Attorney for Appointment of Accredited Representatives**

If the business company intends to appoint representatives accredited to the ANP that do not have powers of representation granted through its corporate documents, it must present

power of attorney, in accordance with Annex VI, signed by its legal representatives with powers to constitute attorneys on behalf of society.

In the proxy, the company wishing to appoint attorneys must accredit at least one representative to represent it during the bidding process and at least one representative to sign the concession contract, which may be indicated even for two purposes.

A foreign company or Brazilian wishing to indicate affiliate to sign the concession contract should not fill the field for the appointment of a representative to sign the concession contract. In such cases, the appointment shall be made by affiliate indicated under section 9.2.1 (b).

It shall be accepted also proxy:

a) in two columns printed on the same sheet as long as one of these columns fully reproduce the text of Annex VI in Portuguese and in the other column, the text in a foreign language; or

b) in a foreign language, notarized, consulate, accompanied by sworn translation whose full transcript matches the text provided for in Annex VI model and recorded in the Registry of Deeds and Documents (RTD).

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

If we are to name a legal representative as representatives accredited to the ANP, the presentation of this proxy it shall be waived as long as the nominees and its powers appear in the articles of incorporation of business company and / or of the latest acts related to the election or appointment of such representatives .

Each accredited representative can only represent one company corporate company, except liability company representation belonging to the same corporate group.

If more than one company enter the same representative, it shall only be considered a first indication, respecting the order of presentation of the document in the ANP protocol.

Foreign business entities shall indicate at least one representative accredited domiciled in Brazil.

If the bidder wishes to change the relationship of accredited representatives or your data, you must inform the ANP, under section 3, and, if appropriate, submit a new proxy.

### **4.2.3 Organization Chart**

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

For the purposes of this bid, it is understood by corporate group companies:

- a) members of a formal group of companies entrepreneurs;
- b) bound by common ratio, direct or indirect control.

Not the participation of business companies it shall be permitted: (i) controlled by bearer shares, without explicit identification of control; or (ii) whose own constitution or a company member of its corporate group prevents or hinders the identification of drivers.

It shall not be admitted under any justification, the application claim the law of the country of origin of the business company in order to maintain confidentiality of its controlling shareholders.

### **4.2.4 Declaration of technical, economic and financial, legal regularity, tax and labor**

Statement that the business company meets the qualification criteria required for signing of the concession contracts for the blocks for which you want to display offer, pursuant to Annex VII model.

### **4.2.5 Confidentiality Agreement**

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

### **4.2.6 Suitability of Commitment Term of the Corporate purpose**

If the corporate purpose of business company is not suited to the object of bidding, the presentation adequacy document stating the corporate purpose of the exploration and production of oil and natural gas it shall be required for the signature of the concession contract, if winning according to Annex IX.

#### **4.2.7 Additional documentation for corporate company foreign company registration**

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

a) evidence that is organized and functioning regularly under the laws of your country, by filing a document issued by an official body of the country of origin societies registration, issued in the period of one (1) year prior to the date of its protocol in the ANP; and

b) liability company to constitute term sheet under Brazilian law or Brazilian business company controlled indication already constituted, with headquarters and management in Brazil, to sign the concession contract, winner of the bid case, as the model ANNEX

**Table3 – Registration Documents**

Nature	Section	Document	Mandatory	Template	Notarization	Documents issued abroad e/ouforeign language		
						Embassy consularization (documents issued abroad)	Sworn translation (documents in foreign language)	Registration in Notary Public (RTD) (docs issued abroad)
4.2 Registration	4.2.1 a)	By laws and corporate documents	√	No	√	√	√	√
	4.2.1 b)	Corporate documents / Letter of Agend and all PoA involved	If applicable	No	√	√	√	√
	4.2.1 c)	Corporate documents / Documents which prove the compliance of any conditions for the exercise of the powers of representatives	If applicable	No	√	√	√	√
	4.2.1 d)	Up to date declaration of corporate documentation	√	ANNEX V	√	√	Not applicable. As per ANNEX.*	√
	4.2.2	PoA of all	If applicable	ANNEX VI	√	√	√	√
	4.2.3	Board Control Flow Chart	√	No	√	√	√	√
	4.2.4	Technical Declaration, Economic-Financial, Legal Regularity, Fiscal and others...	√	ANNEX VII	√	√	Not applicable. As per ANNEX.*	√
	4.2.5	Confidentiality agreement	√	ANNEX VIII	√	√	Not applicable. As per ANNEX.*	√
	4.2.6	Commitment Term towards suitability to business corporations and social object of business corporations al da sociedade empresarial to the activities of exploration and production of oil and gas	If applicable	ANNEX IX	√	√	Not applicable. As per ANNEX.*	√
4.2.7 a)	Letter of Good Standing	Apenas para as sociedades empresariais estrangeiras	No	√	√	√	√	



Nature	Section	Document	Mandatory	Template	Notarization	Documents issued abroad e/ouforeign language		
						Embassy consularization (documents issued abroad)	Sworn translation (documents in foreign language)	Registration in Notary Public (RTD) (docs issued abroad)
	4.2.8 b)	Commitment Term to establishment of business corporation under the laws of Brazil or the appointment of an existing company as per the bidding round.	Applicable only to foreign Business corporations	ANNEX X	√	√	Not applicable. As per ANNEX.*	√
<b>4.3 Participation Fee</b>	4.3.1	Participation fee payments	√	ANNEX IV	√	√	Not applicable. As per ANNEX.*	√
		Copy of Participation fee payments receipt	√	No	No	No	No	√

\* In case of the notarization to be in foreign language, it is necessary the sworn translation and RTD register.

### 4.3 Participation Fee and Technical Data Package Payment

Business corporations may only submit bids for blocks in sectors for which it may have made the payment of participation fee.

The payment of participation fee is required for each individual and business company, even for those wishing to submit consortium offers.

Business corporations must pay the participation fee for a sector or group of sectors in accordance with the values in Table 4, by the date indicated in Table 1.

To access the technical data package, business corporations must comply with the provisions of section 4.3.2.1

#### 4.3.1 Participation Fee Payment

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

The business companies should submit a document to areas of interest, according to Annex IV model and copy of the payment receipt.

To facilitate the identification of the payment, the receipt may also be sent by electronic mail to the SPL [rodadas@anp.gov.br](mailto:rodadas@anp.gov.br) within 2 business days after payment, notwithstanding the need for presentation at the ANP protocol.

**Table4–Technical Data PackageGroup and Participation Fee**

<b>Basin</b>	<b>Sector</b>	<b>Cost of Participation Fee (R\$)</b>
Amazonas	SAM-O	65.000,00
Camamu-Almada	SCAL-AP1, SCAL-AP2	165.500,00
Campos	SC-AR3	206.500,00
Espírito Santo	SES-AP1, SES-AP2	165.500,00
Jacuípe	SJA-AP	165.500,00
Parnaíba-Terra	SPN-N, SPN-O	65.000,00
Pelotas	SP-AP4, SP-AUP4	165.500,00
Pelotas	SP-AR4	124.000,00

<b>Basin</b>	<b>Sector</b>	<b>Cost of Participation Fee (R\$)</b>
Potiguar – Terra	SPOT-T2, SPOT-T3	32.500,00
Potiguar – Terra	SPOT-T4, SPOT-T5	32.500,00
Recôncavo – Terra	SREC-T1, SREC-T2	32.500,00
Recôncavo – Terra	SREC-T3, SREC-T4	32.500,00
Sergipe-Alagoas	SSEAL-AP1, SSEAL-AP2	165.500,00
<b>Total</b>		<b>1.418.000,00</b>

#### **4.3.1.1 Payments performed abroad**

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

The business companies should submit a document to areas of interest, according to Annex IV model and copy of the payment receipt.

To facilitate the identification of the payment, the receipt may also be sent by electronic mail to the SPL [rodadas@anp.gov.br](mailto:rodadas@anp.gov.br) within 2 business days after payment, notwithstanding the need for presentation at the ANP protocol.

Code SWIFT: BRASBRRJRJO

Code IBAN 001223490003330087.

Name: Agência Nacional do Petróleo, Gás Natural e Biocombustíveis

CNPJ: 02.313.673/0002-08

Bank: Banco do Brasil

Address: Rua Professor Lélio Gama, 105 – Centro/RJ – CEP: 20031-201

N.º da Agência: 2234-9

N.º da Conta Corrente: 333008-7

#### **4.3.1.2 Return of participation fee**

The participation fee it shall not be returned, except for technical and justified reasons, the ANP remove the entire area corresponding to the technical data package, as provided in section 2.

### **4.3.2 Technical data package**

For each basin where are located the blocks offered in the 13th Bidding Round were prepared one or more technical data packages, as listed in Table 4. Each package consists of a set of regional data, including seismic lines and wells data selected to each sector or group of sectors.

The type, quantity and quality of data contained in the technical data packages vary not only between basins, but also between sectors of the same basin. Part of the information of the technical data packages is also provided in English.

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

a) General information:

- Geological setting and embodied in the geological summary, such as description of the geology, stratigraphic column, schematic cross sections and other relevant information;
- Studies geological and geophysical hired by ANP;
- Opinions environmental agencies containing environmental guidelines.

b) Thematic maps:

- Map Basincom location of the blocks;
- Map Basincom the division of sectors;
- Regional framework structure map;
- Regional gravimetric and magnetic maps;
- Geological maps of land sectors.

c) public seismic data:

- 2D seismic lines, Post-Stack in standard SEG-Y format;
- 3D seismic lines, Post-Stack in standard SEG-Y format.

d) public wells details:

- compounds profiles;
- profiles curves (LAS format for pre-ANP and LIS or DLIS format for data post-ANP wells);
- geochemical data Pyrolysis Rock-Eval and TOC%;

- Folder wells containing data and geological (description of groove sample, analysis of testimonies, sedimentology and geochemistry) drilling (fluids, casing and cementing) and (completions, testing, logging and analysis of fluid samples) and other pertinent information.

e) gravity data and public magnetometry:

- gravimetry data (x, y and z), ASCII format;

- magnetometric data (x, y and z), ASCII format.

#### **4.3.2.1 Access and withdrawal of technical data package**

- a) The technical data package it shall be available to business corporations that have: (i) filled out the electronic entry form; (ii) proven payment of the participation fee pursuant to section 4.3.1; and (iii) presented the confidentiality agreement provided for in section 4.2.5, and proven the powers of its signatory through the documents listed in section 4.2.1 and, where applicable, in section 4.2.2.
- b) If the confidentiality agreement has been signed by the same legal representative of society corporate company 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 you it shall need to verify the signatory powers to remove the data packet, provided that:
  - c) a) society corporate company who signed the BDEP of Use Agreement is the same that is participating in the 13th Bidding Round;
  - d) b) Use Agreement is properly updated and in force.

##### **4.3.2.1.1 Remote access**

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

The password to access the system it shall be sent by the ANP for the leading accredited representatives appointed by business companies through electronic mail.

##### **4.3.2.1.2 Technical Data Package Onsite Withdrawal**

Technical data packages may be withdrawn in person at BDEP, located at the address Av. Pasteur, No. 404, A4 blocks, Urca, Rio de Janeiro-RJ, by appointment through e-mail [rodadas@anp.gov.br](mailto:rodadas@anp.gov.br).

In this case, the business company should deliver directly to BDEP a hard disk (HD) new external, sealed packaging, with a minimum capacity 1 TB of storage for recording of technical data packages.

Technical data packages may be removed:

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

#### **4.4 Enrollment Effective**

It shall be considered eligible to participate in the bidding, the category of bidders, the business companies that meet all the registration requirements set out in section 4.

The result of the entries, judged by CEL, the bidders it shall be informed individually by electronic message.

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

## 5 BID BONDS

To display offer individually in the public presentation of offers, the bidder must contribute bid bond to the block of interest until the date defined in Table 1.

The consortium offers, Bid Bonds must be aportadas by only one bidder member of the consortium.

The Bid Bonds must have the ANP as beneficiary and the bidders as borrowing and should not contain exclusionary clause of any liability incurred by borrowing guarantees regarding participation in this bidding.

### 5.1 Amount of Bid Bonds

The bidder or one of the consortium members must provide the ANP bid bond for the blocks of interest, noting the sectors in which the object of the supply block is located and respecting the minimum values per block shown in Table 5.

**Tabela5 - Amount of Bid Bonds per block (R\$)**

<b>Basin</b>	<b>Sector</b>	<b>Bidding offer per block (R\$)</b>
Amazonas	SAM-O	963.500,00
Camamu-Almada	SCAL-AP1, SCAL-AP2	1.656.000,00
Campos	SC-AR3	961.000,00
Espírito Santo	SES-AP1, SES-AP2	1.656.000,00
Jacuípe	SJA-AP	1.656.000,00
Parnaíba-Terra	SPN-N, SPN-O	525.000,00
Pelotas	SP-AP4, SP-AUP4	1.656.000,00
Pelotas	SP-AR4	296.000,00
Potiguar - Terra	SPOT-T2, SPOT-T3, SPOT-T4, SPOT-T5	142.500,00
Recôncavo - Terra	SREC-T1, SREC-T2, SREC-T3, SREC-T4	142.500,00
Sergipe-Alagoas	SSEAL-AP1, SSEAL-AP2	1.656.000,00

## **5.2 Validity of Bid Bonds**

The validity of the bid bonds should start the day before the date set for the public presentation of offers and end at least sixty (60) days after the last date for signing the concession contract.

Start date: 10/06/2015

End date: 04/19/2016

If extended date of signing of the concession contracts, bidders with valid offers it shall be invited to renew it may bid bonds.

## **5.3 Presentation of Bid Bonds**

Except as provided in section 5.1, the bidder or one of the consortium members may submit bid bond in the number and value you want.

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

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

The envelope of presentation of the offer should indicate which bidder has provided the guarantee that is bound to the offer in question.

The offer of guarantees that are linked to a valid offer it shall remain trapped in the ANP until the signing of the concession agreement, after which may be removed at the call of the ANP.

## **5.4 Terms and Issuer of Bid Bonds**

The provision of guarantees can be provided as model ANNEX XI, through:

- a) letter of credit issued by banks or financial institutions regularly registered with the Central Bank of Brazil and able to operate;
- b) Insurance guarantee issued by insurance companies authorized by the Superintendent of Private Insurance (SUSEP) and able to operate.



Institutions stations can not be under the direction of fiscal regime, intervention, extrajudicial liquidation and extraordinary oversight.

Must accompany the offer of guarantees the following documents evidencing the legal representatives of the issuer condition: (i) corporate documents related to society corporate company giving Bid Bonds , 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).

The guarantee insurance policies must also be accompanied by statement containing the reinsurance contract number carried out by business associations authorized by SUSEP.

## **5.5 Bid Bonds Execution**

The bid bond must have as place of performance only the city of Rio de Janeiro. If you have no branch in that city, the issuer of the guarantee must appoint a representative for this purpose, and shall forthwith communicate to the ANP possible amendment of such a representative.

The Bid Bonds shall be forfeited in the amount corresponding to the object of supply block, determination expressed by the ANP, the following assumptions:

a) the bidder who alone has won the public presentation of offers do not get the minimum qualification category required for the sector where one can find the blocks in the offer;

b) in the case of consortium winning the public presentation of offers, one or more consortium members do not obtain the minimum qualification category required for the sector where one can find the blocks in the offer and the other consortium does not assume the responsibilities of unqualified bidders ;

c) the bidder who alone has won the bid, or an affiliate this indicated fail to sign the concession agreement within defined by the ANP;

d) in the case of consortium had won the bid, any of the consortium members, or its affiliates, sign the concession agreement within defined by the ANP;

e) in the case of non-execution of the concession contract by the winner of the bid, the bidder or consortium, convened by the ANP, express interest in honoring the offer presented by the winner fail to sign the concession agreement within defined by the ANP;

f) in cases of disqualification provided for in subparagraphs (c) and (d) of section 1.5, except in the consortium offers that the other consortium assume the responsibilities of disqualified bidders.

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

In both cases, of the guarantee or direct payment to the Union, the bidder it shall not be exempted from compensation for damages caused to the Public Administration, as well as the application of the penalties provided in section 10 and the other under applicable legislation .

## **5.6 Disclaimers and Return of Bid Bonds**

The bid bond it shall be exonerated under the following conditions:

- a) to all bidders, in case of withdrawal or cancellation of the bid, within 15 (fifteen) days after publication in the Official Gazette of the act;
- 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 agreement.

## 6 PRESENTATION OF OFFERS

### 6.1 Bidding Venue and Schedule

The public presentation of offers it shall be held on the date arranged in Table 1, at a location to be disclosed by the ANP under section 11.2, according to the following schedule:

- a) Registration for the event (10/06/2015)
  - 15:00 - Compliance with the accredited representatives of the bidders. Accreditation on this day it shall be open until 18:00 hours.
  
- b) The first day of the public presentation of offers (07/10/2015)
  - 8:00 - Attendance to the other participants of the tender. Registration it shall remain open until the end of the public session;
  - 9:00 am - Opening of the public presentation of offers for the 13<sup>th</sup>Bidding Round.
  
- c) Second day of the public presentation of offers if necessary (10/08/2015)
  - 8.00 am - Assistance to the tender participants. Registration it shall remain open until the end of the public session;
  - 9:00 am - Opening of the area offers, starting with the immediate aftermath sector the last bid on the first day of submission of bids, strictly respecting it is the sequence of bidding procedures described in section 6.2.

### 6.2 Bidding Timetable

The tender referred to in this final tender protocol it shall be made according to the sequence defined in Table 6.

**Table6 - Biddingtimetable**

<b>Bacia</b>	<b>Sector</b>
Parnaíba	SPN-N

	SPN-O
Camamu Almada	SCAL-AP1
	SCAL-AP2
Espírito Santo	SES-AP1
	SES-AP2
Potiguar	SPOT-T2
	SPOT-T3
	SPOT-T4
	SPOT-T5
Campos	SC-AR3
Amazonas	SAM-O
Sergipe Alagoas	SSEAL-AP1
	SSEAL-AP2
Pelotas	SP-AP4
	SP-AR4
	SP-AUP4
Jacuípe	SJA-AP
Recôncavo	SREC-T1
	SREC-T2
	SREC-T3
	SREC-T4

### 6.3 Composition of Bidding Offers

The offers it shall be made by signing bonus, minimum exploration program and local content commitment.

### **6.3.1 Signature Bonus**

The signing bonus is the amount offered for obtaining the concession object the supply block and must be paid by the bidder winner of the bid, in a lump sum within established by the ANP, as a condition for signing the concession contract.

The signing bonus offered can not be less than the minimum value established for each of the blocks on offer, as listed in Table 20 of Annex XII. Any offer to submit a signing bonus below the minimum value set for the block in question it shall be deemed invalid.

### **6.3.2 Minimum Exploratory Program (PEM)**

The minimum exploration program, expressed in work units (WU), corresponds to the set of exploratory activities to be performed by the concessionaire. The minimum exploratory program offered shall be mandatorily accomplished during the first period of the exploration phase.

The accepted exploratory activities and the equivalence ratio of UTs, with respective values of financial guarantee of the minimum exploration program, is shown in Table 21 of Annex XIII.

The minimum exploratory program offers expressed in whole numbers of units of work and equal to or higher than the minimum established for each block, as listed in Table 20 of Annex XII it shall only be accepted.

Any offer to present an exploration program below the minimum value set for the block in question it shall be deemed invalid.

### **6.3.3 Local Content Commitment**

It shall be considered for scoring purposes, only the percentage of local content that are included between the minimum and maximum values defined in Table 7.

The offering it shall be made from the local content commitment filling for each of the items and sub-items listed in the Annex XIV tables at or above the established minimum values. The overall percentage of local content in the exploration phase and in the production stage of development, calculation object on offer, it shall be automatically generated by the computer program supplied by ANP, as provided in section 6.4, and it shall be calculated from the content percentage place offered for each of the items and sub-items listed in the tables of Annex XIV, weighted by the weight of said item and sub-item in planned investment for its activity (exploration

or development of production). The weight of each item should be proposed based on the total cost of the project.

**Tabela7 –Minimum and Maximum local content to consider the offers, to the stage of exploration and production development stage**

Blocklocation	ExplorationPhase		Developmentstage	
	Minimum (%)	Maximum (%)	Minimum (%)	Maximum (%)
Deep Waters P1 >400 m	37	55	55	65
Shallow Waters 100 m < P1 ≤400 m	37	55	55	65
Shallow Waters P1 ≤100 m	51	60	63	70
onshore	70	80	77	85

Footnote:

<sup>1</sup> P = depth in meters.

### 6.3.3.1 Local Content Offers in Shallow Waters

The blocks located at depths less than 100 meters can be seen in Table 8.

In addition, Table 8 lists the blocks located on the bathymetric elevation of 100 meters, which were considered as blocks located in shallower or equal to one hundred meters (100 meters) for framing effect on tracks set for the minimum and maximum percentage of provision of local content. This definition considered the most representative portion of the block relative to the depth range.

**Tabela8–Blocks considered shallow waters inferior to 100 m**

Basin	Sector	Blocks
Campos	SC-AR3	C-M-298
		C-M-332
		C-M-366
Pelotas	SP-AR4	P-M-1780
		P-M-1724

		P-M-1656
		P-M-1618
		P-M-1578
		P-M-1579
		P-M-1580
		P-M-1502

#### 6.4 Bidding Offers Presentation Procedure

The procedure offers and determination of the winning bid it shall be guided by the following principles:

- a) the offers may be submitted by any bidder whose registration has been effected by CEL;
- b) the bidders must comply with the eligibility requirements set out in the final tender protocol for the sector where is the object block of the offer;
- c) each offer must be associated with a valid bid bond;
- d) bids shall be prepared in specific computer program developed by ANP, which it shall be available on the website <http://www.brasil-rounds.gov.br>;
- e) the forms generated by the computer program, accompanied by the digital version of the offer must include a sealed envelope, identified with cover and signed by the authorized representative of the bidder;
- f) the offer in digital media it shall be approved with the printed version, which is the only official version. There was disagreement between the written part and the digital, or technical problems in the digital version, it it shall be the printed document;
- g) bids shall be prepared by offered block;
- h) offers to blocks located in the same sector must be contained in a single envelope;
- i) if the bidder wishes to submit bids in different consortia for different blocks located in the same sector, the offers must be submitted in separate envelopes;
- j) any bidder may make more than one bid for the same block, either individually or in consortia, as laid down in art. 38, IV, of Law 9,478 / 1997. Such limitation is extended to bidders of the same corporate group. All offers involving the same company entrepreneur, entrepreneurs or companies of its corporate group, in the same block it shall be invalidated by CEL;
- k) the bidder or other bidders the same corporate group may participate in other consortia to bid for different blocks;

l) the sealed envelopes shall be submitted to the CEL during the public session of submission of bids by authorized representatives of the bidders, carrying official identification document with photo;

m) the CEL it shall check the filling of the envelope may, in its sole discretion, request relevant corrections;

n) the envelopes containing the offers it shall be opened immediately after the deadline for its submission and it shall be analyzed by the CEL;

o) the winners of each block offers in a given sector it shall be released before the opening of the presentation of offers for next sector;

p) it shall only be accepted the offers made only as instructed in this final tender protocol;

q) the process it shall be made public and transparent way.

#### **6.4.1 Presentation of consortium**

To participate in the 13th Bidding Round, the business company it shall have to subscribe individually. However, nobody submitting 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 the sector where it may be located blocks supply object;

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 7.3.1.2;

c) bidder wishing to qualify as a non-operator may only submit consortium offers;

d) the operator can not have a lower participation to 30% (thirty percent) in the consortium;

e) each of the other consortium must have a minimum of 5% (five percent) in the consortium;

f) the bidders must sign the consortium constitution of guarantee signed by the consortium, indicating the bidder operator responsible for the consortium and for the conduct of operations, as envelope cover model described in section 6.4.

#### **6.5 Bidding Offers Criteria**

The evaluation of the bids it shall be done individually for each block, by attributing points and weights, as indicated below.



a) the signing bonus it shall have 40% in the calculation of the final grade to be attributable to the bidder or bidder consortium, as detailed in section 6.3.1;

b) the minimum exploratory program it shall have 40% in the calculation of the final grade to be attributable to the bidder or bidder consortium, as detailed in section 6.3.2;

c) local content it shall have 20% in the calculation of the final grade of the bidder or bidder consortium, as detailed in section 6.3.3. Of this, 5% it shall be allocated to local content offered for the exploration phase and 15% it shall be allocated to local content offered for production development stage.

Thus, for a maximum of 100 points, the final score to be assigned to a particular bidder it shall be composed of 4 (four) installments, calculated as follows:

$$\text{GRADE 1} = 40 \times \left( \frac{\text{Offered Bonus Signature (R\$)}}{\text{Highest Offered Bonus Signature (R\$)}} \right)$$

$$\text{GRADE 2} = 5 \times \left( \frac{\text{CL (\%) Offered in Exploratory Phase}}{\text{Highest CL (\%) Offered in Exploratory Phase}} \right)$$

$$\text{GRADE 3} = 15 \times \left( \frac{\text{CL (\%) Offered in Development Phase}}{\text{Highest CL (\%) Offered in Development Phase}} \right)$$

$$\text{GRADE 4} = 40 \times \left( \frac{\text{PEM offered in UTs}}{\text{Highest PEM offered in UTs}} \right)$$

$$\text{FINAL GRADE} = \text{GRADE 1} + \text{GRADE 2} + \text{GRADE 3} + \text{GRADE 4}$$

### 6.5.1 Final Grade Calculus Details

Notes 1, 2, 3 and 4 are calculated to 5 (five) decimal places, ignoring the values from the sixth decimal place. The final score is calculated by adding the Notes 1, 2, 3 and 4 and it shall be rounded to four (4) decimal places. When the fifth decimal of the final score is equal to or greater than 5 (five), the fourth decimal place shall be rounded up.

The offers it shall be sorted in descending order of notes, being declared the winner of the public presentation offers the bidder whose bid receives the highest final score.

The judge CEL offers in accordance with the criteria set out in this final tender protocol and in Law No. 9,478 / 1997, invalidating the offers that do not meet the pre-set requirements.

When two or more bidders receive the same score in the same block and offered does not apply the provisions of Article 42 of Law No. 9,478 / 1997, it shall be given a new deadline for the tied bidders to submit new offers. In any case, the offers may be less than the preceding offers, both in relation to the signature bonus, as with regard to the minimum exploratory program and local content commitment.

The schedules for the presentation of new jobs it shall be determined by the President of CEL. If these bidders not present new bids or make new draw, the draw it shall be used as a criterion, held in public forum at the time and place designated by the CEL.

## 7 QUALIFICATION

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

The ANP it shall only examine the documentation of the winning bidders of the public presentation of offers.

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

- a) The operator - qualified to operate in blocks located in ultra-deep water, deep water, shallow water and on land;
- b) operator B - qualified to operate in blocks located in shallow water and on land;
- c) operator C - qualified to operate only in blocks located on land;
- d) non-operator - qualified to act in partnership, as set forth in section 7.3.1.2.

The ANP it shall do the framing of bidders in the highest possible qualification level, according to the analysis of the material submitted.

If the bidder get different level of technical qualification of the level of economic and financial qualification, the lowest level qualification it shall be considered.

Within five (5) calendar days after the close of the public presentation of offers, the winning bidders must submit the documents for qualification listed in this section, as well as the information from the signatory business company of the concession agreement, under section 9.1.1.

In the case of consortium, the documentation of qualifications must be submitted individually by each of the consortium. The bidder indicated as consortium operator must obtain the minimum qualification category required for the sector where it may are located blocks offer 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 until the signing of the concession contract under penalty of cancellation of qualification.

## 7.1 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 it shall be evaluated according to the criteria defined in this final 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 inscription;

b) statement of no impediments to signing the concession contract in accordance with Annex 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 Annex XVI, attesting to the existence or non-existence of relevant legal or judicial claims including those which may lead insolvency, bankruptcy, bankruptcy, or any other event that may affect the financial capacity the business company (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 Certificate Negative or Positive Debts with negative effect on Federal Taxes and Outstanding Debt of the Union, in charge of the Attorney General of the National Treasury (PGFN), covering all federal tax credits administered by the RFB and PGFN ;

d.3) Regularity Certificate FGTS (CRF);

d.4) Negative Debit Labor Certificate, positive or negatively effect the responsibility of the Labour Court.

The bidders who submit cadastral registration and good standing in the Unified Registration System Providers (SICAF) it shall be required to submit the documents listed in paragraph (d) except the Negative Debit Labor Certificate, positive or negative effect on the position of Justice from work.

The existence of the debtor as bidder registration is impeding fact of the qualification, unless the registered prove it has filed demands in order to discuss the nature of the obligation, or its value, and offered sufficient assurance to the court, as provided by law; or is suspended the liabilities of credit record object.

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

## **7.2 Technical qualification**

The bidder it shall be qualified as an operator A, B, C or non-operator.

The technical information must be provided in accordance with the following models of technical briefs:

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

### **7.2.1 Technical qualification as an operator A, B or C**

Technical qualification as operator may be obtained from the bidder's experience or his corporate group or, alternatively, from the experience of the members of its technical staff in Brazil and / or abroad.

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

- a) experience in E & P activities (section 7.2.1.1.1);
- b) time of experience in E & P activities (section 7.2.1.1.2);
- c) volume of production of the last five (5) years (section 7.2.1.1.3);
- d) amount of investments in exploration in the last five (5) years (section 7.2.1.1.4);
- e) aspects related to Safety, Environment and Health (SMS) (section 7.2.1.1.5).

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

If the bidder qualifies through the experience of members of its technical staff, the highest possible qualification it shall be in carrier-grade 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 bidder on one of the levels of qualification as an operator (A, B or C), ANP assign cumulatively score for each activity performed.

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

### **7.2.1.1 Qualification by 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, to Annex XVII.

#### **7.2.1.1.1 Score by experience in E & P activities**

a) Experience in E & P activities on land:

Shall be awarded the following points to the bidders that are developing E & P activities on land, following the best practices of the oil industry:

a.1) Operating Activities:

- ten (10) points as an operator; or
- five (5) points in the non-operator status; or
- five (5) points on condition of providing technical services to oil companies.

a.2) Production activities:

- ten (10) points as an operator; or
- five (5) points in the non-operator status; or
- five (5) points on 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 waters it shall be computed (water depths up to 400 meters deep), following the best practices of the oil industry:

b.1) Operating Activities:

- ten (10) points as an operator; or
- five (5) points in the non-operator status; or
- five (5) points on condition of providing technical services to oil companies.

b.2) Production activities:

- ten (10) points as an operator; or
- five (5) points in the non-operator status; or
- five (5) points on 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 it shall be computed (water depths greater than 400 meters deep), following the best practices of the oil industry:

c.1) Exploration activities:

- ten (10) points as an operator; or
- five (5) points in the non-operator status; or
- five (5) points on condition of providing technical services to oil companies.

c.2) Production activities:

- ten (10) points as an operator; or
- five (5) points in the non-operator status; or
- five (5) points on condition of providing technical services to oil companies.

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

The following points it shall be awarded to bidders who are developing E & P activities in harsh environments, following the best practices of the oil industry:

- ten (10) points as an operator; or
- five (5) points in the non-operator status; or
- five (5) points on condition of providing technical services to oil companies.

For this criterion it shall be considered E & P activities in harsh environments where it may exist one or more of the following: strong currents, 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 in the deep end is greater than 150 ° C), production activities in remote areas (it is understood that those remote areas to impose restrictions access, hindering 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 sulfide) that can cause operational risks.

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

The following points it shall be awarded to bidders who are developing E & P activities in environmentally sensitive areas, following the best practices of the oil industry:

- ten (10) points as an operator; or
- five (5) points in the non-operator status; or
- five (5) points on condition of providing technical services to oil companies.

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

#### **7.2.1.1.2 Score by long experience in E & P activities**

The bidder who inform experience as an operator in E & P activities it shall receive, depending on the length of experience and operating environment (land, shallow water or deep / ultra-deep waters), the score established in Table 9.

To the bidder who alternatively inform experience in providing technical services to the oil companies or have experience as non-operator it shall be computed half of the points assigned to that with experience as an operator.

**Table9 - Scorebyexperienceand Operating environment ratio**

Operating Environment	Experience in time – T(in years)
-----------------------	----------------------------------



	$2 \leq T < 5$	$5 \leq T < 10$	$10 \leq T < 15$	$T \geq 15$
Onshore	5	10	15	20
Shallow Waters	10	15	20	25
Deep waters	15	20	25	30

#### 7.2.1.1.3 Score by oil equivalent production volume

It shall be 1 (one) point for every 1 (one) 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 it shall be considered.

#### 7.2.1.1.4 Score the amount of investments in exploration activities

The bidder who inform the investments in exploration activities as an operator, receive scores according to the amount of investment and the operating environment, in accordance with the provisions in Table 10.

The amount of investments of the last five (5) years regarding the participation of the bidder as an operator it shall be considered. If the 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 discounted to present value by the accumulated IGP-M until the month of January 2015.

**Table10–Score by the investment amount in the exploratory activities**

Operating Environment	Investment amount – I (Millions R\$)		
	$15 \leq I < 30$	$30 \leq I < 60$	$I \geq 60$
Onshore	2	3	4
Shallow Waters	3	4	5
Deep Waters	4	5	6

### **7.2.1.1.3 Score in terms of aspects related to SMS**

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

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

### **7.2.1.2 Qualification for the experience of the members of the technical framework of the bidder**

The bidder does not have enough experience in E & P activities to qualify under section 7.2.1.1 can be used 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 Annex XVIII. The summary should contain the signature of each indicated professional, notarized.

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

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

The experience of the technical staff members it shall be evaluated and given a score, depending on the place of work in E & P activities, also considering operating experience in harsh environments and environmentally sensitive areas, as specified in Table 11.

**Table11–Score bytechnical staff experience**

Activity	Experience T(in years)		
	2 ≤ T < 5	5 ≤ T < 10	T ≥ 10
Exploration – Onshore	3	5	7
Production – Onshore	3	5	7
Exploration – Shallow Waters	3	5	7
Production – Shallow Waters	3	5	7
Exploration – Deep waters	3	5	7
Production – Deep waters	3	5	7
Operation in hazardous conditions	3	5	7
Operation in delicateatmosphere	3	5	7

### **7.2.1.3 Technical qualification levels as carrier A, B or C**

For framing effects bidder on one of skill levels, the ANP it shall use the following criteria to the technical qualification:

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

For bidder for technical qualification as an operator A should be acting mandatory in exploration and production activities in shallow, deep and ultra as an operator, regardless of the score achieved.

### **7.2.2 Technical qualification as non-operator**

To obtain the technical qualification as non-operator, the bidder must submit description of it may core business and your relationship with his mother or parent, where applicable, as technical summary 03 of the Annex XIX.

### **7.2.3 Technical qualification for bidders that already operates in Brazil**

The bidder who 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, should present relation of the numbers of such contracts and its respective areas as technical summary 04 of Annex XX.

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

### **7.3 Economic and financial Qualification**

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 can 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, is a publicly held company.
- b) Opinion of the independent auditor;
- c) Form XXI ANNEX - Summary of Financial Statements, only for foreign companies.

The financial statements must be submitted in accordance with Law 6,404 / 1976, which may not be replaced by interim balance sheets, subject to the requirement to present the opinion of an independent auditor for all bidders.

If the bidder is corporate group controller, it shall present 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), pursuant to art. 16, VIII, of CVM Instruction 202/1993, to support the analysis of qualification.

The bidder existed for less than three years must submit the financial statements and the independent auditor for the fiscal years that are already closed.

The bidder made in the same fiscal year this tender should submit the Interim Financial Statements, sealed its replacement by interim balance sheets, with it may opinion of independent auditor. In this case, to the Equity verification purposes, the bidder shall submit a copy of it may latest social status filed in commerce registration organ of its jurisdiction.

The foreign bidder shall submit additionally the ANNEX XXI completed and signed by the directors and by legally qualified accountants in the country, observed the formalities provided for in section 3.

### **7.3.1 framework of criteria for economic and financial qualification**

The bidder must demonstrate, by means of the documents mentioned in section 7.3, which has shareholders 'equity at or above the minimum shareholders' equity required for the operational environment where you want to act.

#### **7.3.1.1 Minimum net worth to qualify as operator**

To qualify as an operator the bidder must have equity equal to or higher than those indicated in Table 12.

**Table12–Minimum figuresof liquiditytowards economical and financial qualification**

<b>Level of Qualification</b>	<b>Focal Point</b>	<b>MinimumLiqAssets</b>
Op A	Águas ultraprofundas, profundas, rasas e áreas onshores	R\$ 122.000.000,00
Op B	Águas rasas e áreas onshores	R\$ 67.000.000,00
Op C	Áreasonshores	R\$ 4.500.000,00

### 7.3.1.2 Minimum net worth to qualify as non-operator

To qualify as non-operator the bidder must have equity equal to or greater than 50% (fifty percent) of the minimum net worth required for operator in the operating environment where the block is located, as shown in Table 12.

## 7.4 Summary of documents and eligibility criteria

Table 13 consolidates the underlying criteria in qualifying nives set forth in this final tender protocol.

Qual	Legal Qualif	Technical Qual	(PLM)	Environment
OpA	Proof of fiscal and labor regularity	81 points or more*	R\$ 122.000.000,00	Qualified to operate in all of them
Op B	Proof of fiscal and labor regularity	from 30 to 80	R\$ 67.000.000,00	Qualified only to operate in blocks Onshore and Shallow Waters
Op C	Proof of fiscal and labor regularity	from 2 to 29	R\$ 4.500.000,00	Qualified only to operate in blocks Onshore and Amazonas Basin
Non-op	Proof of fiscal and labor regularity	Summary of its principal activity	50% of PLM of each operator in each environment	Only submit offers via consortium among with other business corporations

Footnote: To obtain the qualification in carrier class A, the bidder must necessarily be acting in exploration and production activities in shallow, deep and ultra as an operator, regardless of the score achieved.

Table 14 consolidates the documentation of qualification and the presentation formalities set forth in this final tender protocol.

**Table14–Documents consolidation for qualification**

Nature	Section in the Tender Protocol	Document	Mandatory	Template	Notarization	Documents issued abroadand/orforeign language		
						Consularizationin Embassy (docs issued abroad)	Sworn Translation(docs in foreign language)	Registration in Notary Public RTD (docs in F foreignlanguage)
<b>7.1 Legal Qualificationandproof of fiscal and labor regularity</b>	4.2.1 a)	Bylaws	As per alteration	No	√	√	√	√
	4.2.1 b)	Bylaws /Entitlements of PoA and reps	As per alteration	No	√	√	√	√
	4.2.1 c)	By laws / Entitlements of power by docs	As per alteration	No	√	√	√	√
	4.2.1 d)	Declaration of current status	As per alteration	ANNEX V	√	√	Not applicable. As per attached model*	√
	7.1 b)	Declaration of GoodStanding	√	ANNEX XV	√	√	Not applicable. As per attached model *	√
	7.1 c)	Declaration of Legal and Judicial claims	√	ANNEX XVI	√	√	Not applicable. As per attached model.*	√
	7.1 d1)	Proof of CNPJ	Only for domesticcompanies	No	Notapplicable	Notapplicable	Notapplicable	Notapplicable
	7.1 d2)	Clearance Certificate of Debts or positive with negative effect on Federal Taxes and Outstanding Debt of the Union, in charge of the Attorney General of the National Treasury (PGFN)	Only for domesticcompanies	No	Notapplicable	Notapplicable	Notapplicable	Notapplicable
	7.1 d3)	RegularityCertificate(CRF)	Only for domesticcompanies	No	Notapplicable	Notapplicable	Notapplicable	Notapplicable
	7.1 d4)	Negative Regularity Labor Certificate	Only for doemsticcompanies	No	Notapplicable	Notapplicable	Notapplicable	Notapplicable
<b>7. 2</b>	7.2	TechnicalSummary	√	ANNEX XVII, XVIII, XIX, XX	√	√	Not applicable.*	√

Nature	Section in the Tender Protocol	Document	Mandatory	Template	Notarization	Documents issued abroad and/or foreign language		
						Consularization in Embassy (docs issued abroad)	Sworn Translation (docs in foreign language)	Registration in Notary Public RTD (docs in F foreign language)
Technical Qualification	7.2.1.1.5	SMS policy	If applicable	No	√	√	√	√
	7.2.1.1.5	Integrated System SMS Summary	If applicable	No	√	√	√	√
7.3 Financial Qualification	7.3 a)	Financial statements	√	No	√	√	√	√
	7.3 b)	Independent auditor opinion	√	No	√	√	√	√
	7.3 c)	Financial statements tear down	Only for foreign companies	ANNEX XXI	√	√	√	√

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



## **7.5 Qualification results**

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

Any resources in the light of that qualification it shall be processed under the terms of section 12.

## **7.6 Non compliance awarded bidder in submitted offer in public session**

### **7.6.1 Bidders who submitted offer alone**

If the bidder winning the public presentation of offers is not qualified at the level required for the sector where is the object of the supply block, the bidder in question it shall be disqualified, being observed the following call procedure of the remaining bidders had to offer the same block:

a) the remaining bidders who have submitted valid offer it shall be convened by single call, to within defined by CEL, express it may interest in honoring the best offer the public session;

b) the bidders that expressed interest must submit, within the period prescribed by CEL, the qualification documents provided for in section 7 and assurances Valid if the collateral held under section 5 are due;

c) qualifying it shall be held in the sort order of expected deals in section 6.5, until one of the bidders meets the qualification requirements;

d) if none of the bidders expresses interest in honoring the best offer the public meeting or that have expressed are not qualified it shall be considered new winner of the public presentation of offers in the respective block, the bidder who submitted the next highest ranked offer ;

e) the new winning bidder it shall be called to submit qualification documents and guarantees of valid offers, if necessary;

f) if the bidder prescribed in paragraph (e) is not qualified, the procedure is restarted from the point (a), until one of the bidders meets the qualification requirements.

The bidder who does not obtain qualification level required for the sector where is the object of the offer it shall block its bid bond executed and financially settled in accordance with section 5.5, subject to the application of penalties in section 10 and the applicable law.

For the blocks where there are no remaining bidders, the CEL it shall declare the bid ended.

## **7.6.2 Bidders who submitted offer in consortium**

If the bidder is not qualified 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 unqualified bidder, subject to application of the penalties in section 10 and the applicable law.

Therefore, it is necessary that the consortium hold at least one qualified consortium at the minimum level required for the sector where is the object of the offer block to act as an operator of the concession.

The call from the other consortium it shall precede the call provided for in section 7.6.1.

Under no circumstances be allowed to new business company to enter the winning consortium before the signature of the concession contract.

If any of the consortium members bidders assume the responsibilities of unqualified bidder, the bid Bid Bonds shall be forfeited and financially settled in accordance with section 5.5, subject to the application of penalties in section 10 and the applicable law, and it shall apply the provisions in section 7.6.1.

## **8 AWARD OF OBJECT AND BIDDING APPROVAL**

The CEL 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 a list of invalidated offers and it may respective reasons.

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

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

## **9 SIGNING OF CONCESSION CONTRACT**

Winning bidders convened under section 8 or affiliates designated by them celebrate concession contracts with the ANP for the exploration and production of oil and natural gas.

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

The late payment it shall 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 request the calculation of the amount due by means of electronic mail [rodadas@anp.gov.br](mailto:rodadas@anp.gov.br), stating the date you want to make the payment.

It shall be entered into a concession contract for each fetch block. The ANP it shall publish extracts of the concession contracts signed in the Official Gazette.

### **9.1 Documents prior to signing of concession contract**

The documents for signature of concession contracts should be presented in a unique way, no matter how many blocks acquired, except discriminated documents in sections 9.1.2.1, 9.1.2.2, 9.1.3 and 9.1.4 which must be submitted to each contract to be signed.

Table 15, presented at the end of this section, the consolidated list of documents necessary for signing of the concession contracts.

#### **9.1.1 Info signatory liability company**

The winning bidder must submit the information set out in Annex XXII within five (5) calendar days after the public presentation of offers, as provided in section 7.

#### **9.1.2 Financial guarantee of the minimum exploration program**

The winning bidder must provide financial Bid Bonds to support compliance with the Minimum Exploration Program offered as models of APPENDIX XXIII, XXIV and XXV, in the manner provided for in this section.

The total value of collateral submitted shall be equal to the number of work units (UTs) offered for the block object of the concession contract, multiplied by the value in reais of UT for each block, contained in Table 21.

Financial guarantees must be accompanied by the following documents evidencing the legal representatives of the issuer condition:

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

Financial guarantees of the minimum exploratory program may be submitted in the following categories:

#### **9.1.2.1 Credit Cards**

It shall only be accepted letter of credit issued by banks or financial institutions regularly registered with the Central Bank of Brazil and able to operate, it may be graded less than "BB-" or "Ba3" in the long-term rating scales of the risk rating agencies Fitch Ratings, Standard & Poor's and Moody's.

These institutions may not be under Audit Committee regime, Intervention, Extrajudicial Liquidation and Extraordinary Supervision, or serving a penalty imposed by its regulator.

Credit cards should be issued pursuant to Annex XXIII model and shall be accompanied by documentary evidence of the condition of legal representatives of the issuer broken down in subparagraphs (a), (b) and (c) of section 9.1.2.

#### **9.1.2.2 Insurance Guarantee**

Guarantee insurance policies it shall be accepted issued by an insurer duly registered with the Superintendency of Private Insurance (SUSEP), containing reinsurance coverage in accordance with the Annex XXIV model.

The guarantee insurance policies must be accompanied by a declaration containing the reinsurance contract number made by society corporate company authorized by SUSEP, and

supporting documentation of the condition of legal representatives of the issuer broken down in subparagraphs (a), (b) and (c) of section 9.1.2.

### **9.1.2.3 Pledge Oil and Natural Gas**

It may it shall be admitted for oil and natural gas pledge contracts produced in the country, on fields where extraction of the first oil has occurred for at least two years, production is maintained during this period and which have proven reserves that support a compromised production curve.

Oil and natural gas pledge contracts should be presented according to Annex XXV model and it shall be subject to the prior approval of the ANP and the applicable law.

It shall only be accepted for full value calculation purposes committed farms whose average value of net operating revenues adjusted to the calculation basis, a barrel of the four quarters preceding the quarter of the contract signing date is positive.

Net operating revenue adjusted based on calculation shall be determined as provisions and definitions set out to fill the Determination Statement of Special Participation (DAPE) as arts. 25 and 26 of Decree No. 2,705 / 1998, ANP No. 58/2001 and Resolution ANP no 12/2014.

The maximum commitment limit accepted by the ANP for the pawn contracts, also considering the contracts in force it shall be 50% of the total annual production of oil and natural gas concessionaire in Brazil as measured by the average of the last twelve (12) months from constant values of the Bulletin of Oil and Natural Gas Production. To be accepted as collateral to a minimum exploratory program offered, the oil and natural gas pledge agreement must be signed by the parties and registered with the Property Registry of constituencies where the fields whose oil and natural gas are located are objects pledge.

The ANP it shall adopt periodic review of the total pledge offered as collateral, as provided in the oil pledge agreement and natural gas and applicable law.

### **9.1.3 Signing Bonus Payment Voucher**

The winning bidder shall submit copies of Union Payment Form (GRU) and signing bonus payment receipt, accompanied by document detailing the identification of blocks to be 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 two (2) working days before the date set for signing the contracts concession.

#### **9.1.4 Consortium Agreement**

The winning bidders had bid in consortium must submit the consortium constitutive instrument filed at the proper Commercial, signed by the consortium.

The consortium agreement must contain an indication of society corporate company leader responsible for the consortium and for the conduct of operations, subject to joint liability as set forth in art. 38 of Law No. 9,478 / 1997.

Society corporate company as an operator should have a minimum 30% stake in the consortium and other minimum of 5% as set out in section 6.4.1.

#### **9.1.5 Performance Guarantee**

The performance guarantee is the document in which a controlling, directly or indirectly, or matrix fully guarantees the contractual obligations undertaken by the signatory company, pursuant to Annex XXVI of the model.

The performance guarantee it shall be required from signatory business corporations of the concession contracts solely as an operator when:

- a) the winning bidder indicate affiliated to sign the concession contract;
- b) the winning bidder has not proven experience in exploration and production of oil and natural gas, qualifying technically the experience of its corporate group.

The performance guarantee shall be accompanied by: (i) the corporate documents of the business company which it shall provide the guarantee, detailed in section 4.2.1, noting that the document paragraph (d) of the said section must be signed by the legal representative of that company, with powers to do so; and (ii) the organization chart explaining the relationship between society corporate company who provide a performance guarantee and the expert liability company under section 4.2.3.

### **9.1.6 Corporate Documents**

The winning bidder shall restate the corporate documents provided for in section 7.1 (d) if it may have been altered since its presentation.

The corporate purpose of business company, is listed in corporate documents, must be appropriate to the object of bidding.

### **9.1.7 Proof of Tax Compliance And Labor**

The winning bidder shall restate the certificates provided for in section 7.1 if the shelf life has expired.

The existence of record of the business company as debtor shall constitute an impeding fact for signing the concession contract, unless the registered company proves that:

- a) has filed demands in order to discuss the nature of the obligation, or its value, and offered sufficient assurance to the court, as provided by law; or
- b) is suspended the payment of the credit record object.



**Tabela15–Documentation necessary for concession agrément execution**

Nature	Section in the Tender Protocol	Document	Mandatory	Template	Notarization	Document issued abroad and in foreign language		
						Consularization in Embassy (docs issued abroad)	Sworn Translation (documents in foreign language)	Registration in Notary Public RTD (docs in foreign language)
9.1 Docs for Concession Contract signature	9.1.1	Information in regard to the signatory company	√	ANNEX XXII	√	√	Not applicable. As per attached model.*	√
	9.1.2	Minimum exploratory program Bid Bonds	√	ANNEX XXIII, XXIV, XXV	√	√	Not applicable. As per attached model..*	√
	9.1.3	Signature bonus proof of payment	√	No	No	Not applicable	Not applicable	Not applicable
	9.1.4	Consortium contract	If applicable	No	√	Not applicable	Not applicable	Not applicable
	9.1.5	Performance Bid Bonds	√	ANNEX XXVI	√	√	Not applicable. As per attached model.*	√
	4.2.1 a)	Corporate docs / bylaws	As per alteration	No	√	√	√	√
	4.2.1 b)	By laws / Entitlements of PoA and reps docs	As per alteration	No	√	√	√	√
	4.2.1 c)	By laws / Entitlements of power by docs	As per alteration	No	√	√	√	√
	4.2.1 d)	Declaration contract presentation / Bylaws with the provisions in force and proof of powers (s) representative (s) Legal (s)	As per alteration	ANNEX V	√	√	Not applicable. As per attached model.*	√
	7.1	Negative Regularity Labor and Fiscal Certificate	In case of validity expiry	No	No	No	No	No
9.2 Assinatura do contrato de concessão por sociedade empresarial afiliada	9.2.1	Docs related to financial, legal, and judicial and proof of labor and fiscal regularity of associated company	If applicable	Guidance as per Table 14 (Qualif Doc)	Guidance as per Table 14 (Qualif Doc)	Guidance as per Table 14 (Qualif Doc)	Guidance as per Table 14 (Qualif Doc)	Guidance as per Table 14 (Qualif Doc)

Note:

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

## **9.2 Signing of Concession Contract Of Associated Business Corporation**

The winning bidder may delegate the execution of the concession contract for society corporate company affiliate that has its headquarters and management in Brazil.

It is understood by society corporate company affiliate, for the purpose of signing the concession agreement, a member company of a formal group of companies and the linked company to yearther in relation to common control, direct or indirect.

Foreign winning bidder that does not have subsidiary established in Brazil must mandatorily be Brazilian business company with head quarters in the country to appear as a concessionaire.

In case of a consortium, the participation of affiliated indicated it shall be identical to the participation of the winning bidder that the indicated defined in the envelope used to submit offers.

The affiliate that receive the delegation should submit documents for signing the concession contract provided for in sections 9.1.2, 9.1.3 and, if applicable, 9.1.4 and 9.1.5, and obtain economic and financial and legal classification to the required level to sign the concession agreement or higher, and prove it may tax compliance and labor.

### **9.2.1 Affiliated Qualification Indicated To Sign The Concession Contract**

The affiliate indicated to sign the concession contract shall deliver the documents for economic and financial and legal classification and proof of tax compliance and labor listed in this section, within five (5) calendar days after the end of the public session appearance offers, according to Table 1, as provided in section 3.

- a) corporate documents of a party pursuant to section 4.2.1;
- b) Power of Attorney for appointment of authorized representatives in accordance with section 4.2.2;
- c) Organizational chart explaining the relationship between the winning bidder and the signatory under section 4.2.3;
- d) Statement of no impediment to signing the concession contract in accordance with section 7.1 (b);
- e) Statement on relevant legal or judicial claims under section 7.1 (c);
- f) Proof of tax compliance and labor, pursuant to section 7.1 (d);

g) Financial statements and opinion of an independent auditor in accordance with section 7.3.

The affiliate indicated for signing the concession contract it shall not be subject to technical qualification, being leveraged the technical expertise of its corporate group.

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

### **9.2.2 Signing Of The Affiliate By A Concession Contract To Be Formed**

The affiliate indicated to sign the contract that has not been made until the date of public presentation of offers shall deliver the documents listed in sections 9.1 and 9.2.1, within the time limits set out in Table 16.

**Tabela16 –schedule of signing of concession contract of associated business corporation**

<b>Event</b>	<b>Date</b>
Award of objectand bidding approval	10/12/2015
Deadline for signature bonus payment	11/12/2015 a 15/12/2015
Deadline for submission of qualification documents	11/12/2015 a 11/01/2016
Deadline for delivery of document signing of concession contracts	11/12/2015 a 03/02/2016
Signing of concession contract	19/02/2016

## **9.3 Procedure In Case Of Non Signing Of Concession Contract**

### **9.3.1 Bidder Who Has Been Awarded Individually**

If the bidder has won the bidding alone and not enter into the concession contract until the date determined by the ANP, the remaining bidders had bid for the block in question it shall be called through single call to express interest in honoring the winning bid

To express your interest, the remaining bidder shall, within defined by CEL declare formally, under section 3, which it shall honor the values in the winning bid. Within the same period, should provide guarantees of Valid if the collateral held under section 5.3 are due.

From the ANP call for the signing of the concession agreement, the remaining bidder who express interest in taking over the winning bid it shall have term defined by CEL to present the qualification documents referred to 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 it shall be adopted.

The preferred criterion for signing the concession contract it shall be the sort order provided for in section 6.5.

If the winning bidder or to express interest in honoring the offer presented by the winner not to conclude the concession contract, his bid Bid Bonds shall be forfeited and financially settled in accordance with section 5.5, subject to the application of penalties in section 10 and legislation.

For the blocks where there are no remaining bidders interested in honoring the winning bid, the CEL it shall declare the bid ended.

### **9.3.2 Do Not Pay Bidder Member Of Consortium**

If a bidder member of the winning consortium not to conclude the concession contract until the date determined by the ANP, the other consortium members shall be summoned to within defined by CEL, expressed interest in taking over the responsibilities of the disqualified bidder or quitter, subject to the application of penalties provided for in section 10 and the applicable law.

Therefore, it is necessary that the consortium hold at least one qualified consortium at the minimum level required for the sector where is the block object of the concession contract, to act as an operator.

The call from the other consortium it shall precede the call provided for in section 9.3.1.

Under no circumstances be allowed to new business company to enter the winning consortium before the signature of the concession contract.

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

### **9.3.3 No Subscription Consortium**

If the winning consortium not to conclude the concession contract until the date determined by the ANP, the procedure set out in section 9.3.1 and the bid bond it shall be adopted it shall be executed and financially settled in accordance with section 5.5, subject to the application of penalties in section 10 and the applicable law.

## 10 PENALTIES

Without prejudice to the bidder's disqualification in the cases provided for in section 1.5 and the implementation of the bid bond in the case of non-compliance with obligations under this final tender protocol or applicable legal provisions, the ANP may apply the following penalties by administrative process as it may be assured contradictory and full defense:

- 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 corporate company offending society;
- c) declaration of unfitness to bid or contract with the Public Administration while persist the determining reasons for punishment or until promoted it may rehabilitation before the ANP, which it shall be granted if the offender make compensation for damages resulting from infringement, and after elapsed the term of the penalty imposed on the basis of the previous paragraph.

The penalties of temporary suspension of the right to participate in future bids and declaration of unfitness shall be graduated according to the severity of the infraction, the advantage obtained by the offender and his background.

### 10.1 Penalty

a) It shall the fine of 10% (ten percent) of the sum of the amounts offered for the signing bonus and the minimum exploratory program of the first exploratory period:

a.1) the bidder winning the public presentation of offers (according to sections 6.5.1 and 7.6.1, "d") that is not qualified or do not keep the conditions of qualification to the execution of the concession contract;

a.2) to the remaining bidder who express interest in honoring the best offer and is not qualified or do not keep the conditions of qualification until the signing of the concession agreement.

b) Is the fine of 20% (twenty percent) of the sum of the amounts offered for the signing bonus and the minimum exploratory program of the first exploratory period:

b.1) to the winner of the bid Bidder (as Section 8) not to conclude the concession contract until the date determined by the ANP;

b.2) the remaining bidder who express interest in honoring the winning bid and the bid does not sign the concession contract until the date determined by the ANP;

In case of consortium, the fine amount it shall be proportional to the participation of offending in the consortium.

## **10.2 Temporary Suspension**

The temporary suspension of the right to participate in future bids and contracts with the ANP it shall apply without prejudice to other penalties if the offender:

a) to convene and not to conclude the concession contract until the date determined by the ANP;

b) Practice acts that ensejem delay executing the object of this bid;

c) Practice intentional acts to the detriment of the objectives of this bid;

d) submit formal or materially false documentation;

e) practice during this auction, an act injurious to the national government or foreign provisions of Law No. 12,846 / 2013;

f) engage in disreputable behavior during the bid.

## **10.3 Suitability Standing Declaration**

The penalty of declaration of unfitness it shall 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 (c), (d), (e) and (f) of section 10.2.



## 11 CLARIFICATIONS ON THE BIDDING

### 11.1 Venue

The competent Court to resolve any disputes relating to this bid is the Federal Justice, Judiciary Section of Rio de Janeiro, to the exclusion of any other, however privileged.

### 11.2 Information And Consultation

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

For clarification of any provisions of this final tender protocol, its annexes and procedures of bidding, the applicant should contact the Round Promotion (SPL), written in Portuguese, through the following channels:

Mail 13<sup>th</sup>Bidding Round  
Agência Nacional do Petróleo, Gás Natural e  
Biocombustíveis  
Superintendência de Promoções de Licitações  
Avenida Rio Branco, 65, 18º andar, Centro  
Rio de Janeiro - RJ, Brazil, CEP 20090-004  
Email [rodadas@anp.gov.br](mailto:rodadas@anp.gov.br)  
Fax (21) 2112-8539 (from Brazil)  
+ 55-21-2112-8539 (from abroad)

Clarification requests it shall be answered by e-mail and may be disclosed on the website <http://www.brasil-rounds.gov.br>.

Clarification or relevant final tender protocols when published on the website <http://www.brasil-rounds.gov.br>, it shall become an integral part of this final tender protocol and your ignorance can not be claimed by any bidder.

There being no requests for clarification, it shall be deemed that the information and elements contained in this final tender protocol, its annexes 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 it shall not be admitted questions or further appeals.

Corrections to this final tender protocol involving a change of the conditions for formulating offers to qualification or to sign the concession contract ensejarão republication of this final tender protocol, changing the timetable if necessary.

## 12 ADMINISTRATIVE APPEALS

Decision-making acts of CEL regarding registration, public presentation of offers and qualification fits administrative appeal, to be received only in the devolution effect within five (5) business days from the date of publication of the act contested in the Official Gazette.

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

The CEL or the Board of the ANP may give suspensive effect to the appeal with a reasoned decision.

The CEL publish final tender protocol of the action was brought in the Official Gazette. 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 it shall be forwarded to the Board of the ANP for judgment and knowledge.

The interested party may at any time give up the appeal.

## **13 ANP RIGHTS AND PRIVILEGES**

### **13.1 Revocation, Suspension And Bidding Cancellation**

The ANP may revoke, in whole or in part, at any time, the current Offering, provided that reasons of public interest are verified due to supervening fact duly justified.

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

The ANP it shall cancel the bidding, ex officio or at the instigation of others, when found incurable illegality, on the advice written and duly justifiable, providing awareness to bidders.

The acts of the bidding process that have reparable defects and do not result in injury to the public interest or damage to third parties can be validated.

### **13.2 TermReview, Conditions And Procedures**

The ANP reserves the right to unilaterally revise the timetable, conditions and procedures for the 13th Bidding Round, giving due publicity.

### **13.3 Case of Omissions**

Omissions related to the 13th Bidding Round it shall be reviewed and decided by CEL without prejudice to any administrative appeal which it shall be processed under the terms of section 12.

## ANNEX I – DESCRIPTION OF OFFERED BLOCKS

For supply purposes in this round of bidding, the Brazilian sedimentary basins were divided into sectors, which, in turn, were divided into exploration blocks.

To delineate exploration blocks, ANP has adopted the cartographic grid IBGE, the result of division of the International Charter Millionth (CIM):

a) for blocks located in new frontier areas on land, we used the scale grid 1: 100,000, 30' longitude and 30' latitude, with an approximate area of 3,000 km<sup>2</sup>;

b) to blocks located in sectors matures basins on land, we used the scale grid 1: 10,000, of 3'45" longitude and 2'30" of latitude, with an approximate area of 30 km<sup>2</sup>;

c) to blocks located in areas of deep water, we used the grid scale 1: 50,000, 15' longitude and 15' latitude, with an approximate area of 720 km<sup>2</sup>;

d) to blocks located in shallow water sectors, we used the scale grid 1: 25,000, of 7'30" longitude and 7'30" of latitude, with an approximate area of 160 km<sup>2</sup>.

In the case of deleting areas in blocks, we used the grid cells formed by 3'45" longitude and 2'30" latitude. Additional information regarding the division of sedimentary basins can be found on the website <http://www.brasil-rounds.gov.br>.

In the 13th Bidding Round are offered 266 blocks with exploratory risk, located in 22 sectors of 10 Brazilian sedimentary basins: Amazonas, Camamu-Almada, Campos, Espírito Santo (sea), Jacuípe, Parnaíba, Pelotas, Rio Grande do Norte (earth), Reconcavo and Sergipe-Alagoas (sea).

Basins, sectors, blocks and it may respective locations and areas in km<sup>2</sup> are in Table 16.

The maps and the coordinates are in the SIRGAS 2000 coordinate system and 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 the contracted areas (converted from SAD 69 SIRGAS2000) have additional intermediate vertices to ensure your location more precisely. In the coordinate list, these corners are rounded with it may coordinates in the third decimal place of the second, following the lead of Standard ANP4C.

The Shapefile file of the blocks it shall be made available in electronic sites <http://www.brasil-rounds.gov.br> and <http://www.bdep.gov.br>.

**Tabela 16 –Detailedblocks in offer**

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
1	Amazonas	SAM-O	AM-T-107	2.688,36	Onshore
2	Amazonas	SAM-O	AM-T-111	3.072,44	Onshore
3	Amazonas	SAM-O	AM-T-131	2.655,02	Onshore
4	Amazonas	SAM-O	AM-T-132	2.175,09	Onshore
5	Amazonas	SAM-O	AM-T-82	3.070,71	Onshore
6	Amazonas	SAM-O	AM-T-86	3.075,41	Onshore
7	Amazonas	SAM-O	AM-T-87	3.041,78	Onshore
8	Camamu Almada	SCAL-AP1	CAL-M-122	374,12	Offshore
9	Camamu Almada	SCAL-AP1	CAL-M-124	748,22	Offshore
10	Camamu Almada	SCAL-AP1	CAL-M-190	748,50	Offshore
11	Camamu Almada	SCAL-AP1	CAL-M-62	374,76	Offshore
12	Camamu Almada	SCAL-AP1	CAL-M-64	748,99	Offshore
13	Camamu Almada	SCAL-AP1	CAL-M-7	249,86	Offshore
14	Camamu Almada	SCAL-AP2	CAL-M-250	621,48	Offshore
15	Camamu Almada	SCAL-AP2	CAL-M-314	745,85	Offshore
16	Camamu Almada	SCAL-AP2	CAL-M-374	747,54	Offshore
17	Campos	SC-AR3	C-M-298	108,09	Offshore
18	Campos	SC-AR3	C-M-332	118,53	Offshore
19	Campos	SC-AR3	C-M-366	123,85	Offshore
20	Espírito Santo	SES-AP1	ES-M-590	722,35	Offshore
21	Espírito Santo	SES-AP2	ES-M-592	720,85	Offshore
22	Espírito Santo	SES-AP2	ES-M-593	705,42	Offshore
23	Espírito Santo	SES-AP2	ES-M-665	721,21	Offshore
24	Espírito Santo	SES-AP2	ES-M-667	720,12	Offshore
25	Espírito Santo	SES-AP2	ES-M-739	720,04	Offshore
26	Espírito Santo	SES-AP2	ES-M-741	717,45	Offshore

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
27	Jacuípe	SJA-AP	JA-M-11	753,28	Offshore
28	Jacuípe	SJA-AP	JA-M-22	532,01	Offshore
29	Jacuípe	SJA-AP	JA-M-24	752,60	Offshore
30	Jacuípe	SJA-AP	JA-M-41	747,50	Offshore
31	Parnaíba	SPN-N	PN-T-100	1.084,76	Onshore
32	Parnaíba	SPN-N	PN-T-101	2.963,69	Onshore
33	Parnaíba	SPN-N	PN-T-103	3.062,19	Onshore
34	Parnaíba	SPN-N	PN-T-113	2.738,09	Onshore
35	Parnaíba	SPN-N	PN-T-248	1.534,77	Onshore
36	Parnaíba	SPN-N	PN-T-249	3.050,19	Onshore
37	Parnaíba	SPN-N	PN-T-46	2.973,09	Onshore
38	Parnaíba	SPN-N	PN-T-47	3.067,76	Onshore
39	Parnaíba	SPN-N	PN-T-51	2.941,11	Onshore
40	Parnaíba	SPN-N	PN-T-65	2.907,28	Onshore
41	Parnaíba	SPN-N	PN-T-69	3.066,97	Onshore
42	Parnaíba	SPN-N	PN-T-84	3.064,69	Onshore
43	Parnaíba	SPN-N	PN-T-87	3.067,11	Onshore
44	Parnaíba	SPN-N	PN-T-98	3.026,56	Onshore
45	Parnaíba	SPN-O	PN-T-145	2.099,17	Onshore
46	Parnaíba	SPN-O	PN-T-146	3.053,31	Onshore
47	Parnaíba	SPN-O	PN-T-147	2.289,77	Onshore
48	Parnaíba	SPN-O	PN-T-148	3.056,04	Onshore
49	Parnaíba	SPN-O	PN-T-149	3.053,58	Onshore
50	Parnaíba	SPN-O	PN-T-162	3.049,89	Onshore
51	Parnaíba	SPN-O	PN-T-163	3.049,89	Onshore
52	Parnaíba	SPN-O	PN-T-164	3.047,39	Onshore
53	Pelotas	SP-AP4	P-M-1658	641,39	Offshore

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
54	Pelotas	SP-AP4	P-M-1660	641,39	Offshore
55	Pelotas	SP-AP4	P-M-1662	641,39	Offshore
56	Pelotas	SP-AP4	P-M-1727	639,54	Offshore
57	Pelotas	SP-AP4	P-M-1729	639,54	Offshore
58	Pelotas	SP-AP4	P-M-1783	637,68	Offshore
59	Pelotas	SP-AP4	P-M-1785	637,68	Offshore
60	Pelotas	SP-AP4	P-M-1830	635,81	Offshore
61	Pelotas	SP-AR4	P-M-1502	161,38	Offshore
62	Pelotas	SP-AR4	P-M-1541	161,15	Offshore
63	Pelotas	SP-AR4	P-M-1542	161,15	Offshore
64	Pelotas	SP-AR4	P-M-1578	160,92	Offshore
65	Pelotas	SP-AR4	P-M-1579	160,92	Offshore
66	Pelotas	SP-AR4	P-M-1580	160,92	Offshore
67	Pelotas	SP-AR4	P-M-1581	160,92	Offshore
68	Pelotas	SP-AR4	P-M-1582	160,92	Offshore
69	Pelotas	SP-AR4	P-M-1618	160,69	Offshore
70	Pelotas	SP-AR4	P-M-1619	160,69	Offshore
71	Pelotas	SP-AR4	P-M-1620	160,69	Offshore
72	Pelotas	SP-AR4	P-M-1621	160,69	Offshore
73	Pelotas	SP-AR4	P-M-1622	160,69	Offshore
74	Pelotas	SP-AR4	P-M-1656	160,46	Offshore
75	Pelotas	SP-AR4	P-M-1657	160,46	Offshore
76	Pelotas	SP-AR4	P-M-1691	160,23	Offshore
77	Pelotas	SP-AR4	P-M-1692	160,23	Offshore
78	Pelotas	SP-AR4	P-M-1724	160,00	Offshore
79	Pelotas	SP-AR4	P-M-1725	160,00	Offshore
80	Pelotas	SP-AR4	P-M-1726	160,00	Offshore



<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
81	Pelotas	SP-AR4	P-M-1754	159,77	Offshore
82	Pelotas	SP-AR4	P-M-1755	159,77	Offshore
83	Pelotas	SP-AR4	P-M-1756	159,77	Offshore
84	Pelotas	SP-AR4	P-M-1780	159,54	Offshore
85	Pelotas	SP-AR4	P-M-1781	159,54	Offshore
86	Pelotas	SP-AR4	P-M-1782	159,54	Offshore
87	Pelotas	SP-AR4	P-M-1805	159,30	Offshore
88	Pelotas	SP-AR4	P-M-1806	159,30	Offshore
89	Pelotas	SP-AR4	P-M-1807	159,30	Offshore
90	Pelotas	SP-AUP4	P-M-1731	639,54	Offshore
91	Pelotas	SP-AUP4	P-M-1733	639,54	Offshore
92	Pelotas	SP-AUP4	P-M-1735	639,54	Offshore
93	Pelotas	SP-AUP4	P-M-1737	639,54	Offshore
94	Pelotas	SP-AUP4	P-M-1787	637,68	Offshore
95	Pelotas	SP-AUP4	P-M-1789	637,68	Offshore
96	Pelotas	SP-AUP4	P-M-1791	637,68	Offshore
97	Pelotas	SP-AUP4	P-M-1793	637,68	Offshore
98	Pelotas	SP-AUP4	P-M-1795	637,68	Offshore
99	Pelotas	SP-AUP4	P-M-1832	635,81	Offshore
100	Pelotas	SP-AUP4	P-M-1834	635,81	Offshore
101	Pelotas	SP-AUP4	P-M-1836	635,81	Offshore
102	Pelotas	SP-AUP4	P-M-1866	633,92	Offshore
103	Pelotas	SP-AUP4	P-M-1868	633,92	Offshore
104	Potiguar	SPOT-T2	POT-T-196	23,51	Onshore
105	Potiguar	SPOT-T2	POT-T-209	31,94	Onshore
106	Potiguar	SPOT-T2	POT-T-210	31,94	Onshore
107	Potiguar	SPOT-T2	POT-T-392	32,10	Onshore

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
108	Potiguar	SPOT-T2	POT-T-432	27,93	Onshore
109	Potiguar	SPOT-T2	POT-T-433	31,75	Onshore
110	Potiguar	SPOT-T2	POT-T-434	31,93	Onshore
111	Potiguar	SPOT-T2	POT-T-472	32,38	Onshore
112	Potiguar	SPOT-T2	POT-T-473	33,27	Onshore
113	Potiguar	SPOT-T2	POT-T-474	24,04	Onshore
114	Potiguar	SPOT-T2	POT-T-476	33,01	Onshore
115	Potiguar	SPOT-T2	POT-T-477	31,92	Onshore
116	Potiguar	SPOT-T3	POT-T-303	26,59	Onshore
117	Potiguar	SPOT-T3	POT-T-304	30,09	Onshore
118	Potiguar	SPOT-T3	POT-T-326	31,93	Onshore
119	Potiguar	SPOT-T3	POT-T-327	24,10	Onshore
120	Potiguar	SPOT-T3	POT-T-353	31,93	Onshore
121	Potiguar	SPOT-T3	POT-T-354	31,93	Onshore
122	Potiguar	SPOT-T3	POT-T-355	31,81	Onshore
123	Potiguar	SPOT-T3	POT-T-393	31,93	Onshore
124	Potiguar	SPOT-T3	POT-T-435	32,96	Onshore
125	Potiguar	SPOT-T4	POT-T-519	28,81	Onshore
126	Potiguar	SPOT-T4	POT-T-521	22,68	Onshore
127	Potiguar	SPOT-T4	POT-T-562	31,74	Onshore
128	Potiguar	SPOT-T4	POT-T-563	31,77	Onshore
129	Potiguar	SPOT-T4	POT-T-564	32,49	Onshore
130	Potiguar	SPOT-T4	POT-T-566	31,82	Onshore
131	Potiguar	SPOT-T4	POT-T-600	31,92	Onshore
132	Potiguar	SPOT-T4	POT-T-601	31,92	Onshore
133	Potiguar	SPOT-T4	POT-T-606	32,66	Onshore
134	Potiguar	SPOT-T4	POT-T-607	31,92	Onshore

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
135	Potiguar	SPOT-T4	POT-T-608	31,92	Onshore
136	Potiguar	SPOT-T4	POT-T-609	21,72	Onshore
137	Potiguar	SPOT-T4	POT-T-610	21,51	Onshore
138	Potiguar	SPOT-T4	POT-T-611	32,93	Onshore
139	Potiguar	SPOT-T4	POT-T-612	30,50	Onshore
140	Potiguar	SPOT-T4	POT-T-645	34,26	Onshore
141	Potiguar	SPOT-T4	POT-T-646	31,92	Onshore
142	Potiguar	SPOT-T4	POT-T-647	28,73	Onshore
143	Potiguar	SPOT-T4	POT-T-648	17,62	Onshore
144	Potiguar	SPOT-T4	POT-T-649	31,28	Onshore
145	Potiguar	SPOT-T4	POT-T-650	31,92	Onshore
146	Potiguar	SPOT-T4	POT-T-651	31,92	Onshore
147	Potiguar	SPOT-T4	POT-T-652	31,92	Onshore
148	Potiguar	SPOT-T4	POT-T-653	31,92	Onshore
149	Potiguar	SPOT-T4	POT-T-654	31,38	Onshore
150	Potiguar	SPOT-T4	POT-T-655	31,92	Onshore
151	Potiguar	SPOT-T4	POT-T-656	33,41	Onshore
152	Potiguar	SPOT-T4	POT-T-696	32,82	Onshore
153	Potiguar	SPOT-T4	POT-T-697	31,91	Onshore
154	Potiguar	SPOT-T4	POT-T-698	31,91	Onshore
155	Potiguar	SPOT-T4	POT-T-699	31,78	Onshore
156	Potiguar	SPOT-T4	POT-T-701	32,21	Onshore
157	Potiguar	SPOT-T4	POT-T-741	23,13	Onshore
158	Potiguar	SPOT-T4	POT-T-742	28,84	Onshore
159	Potiguar	SPOT-T4	POT-T-743	32,57	Onshore
160	Potiguar	SPOT-T4	POT-T-744	31,91	Onshore
161	Potiguar	SPOT-T4	POT-T-745	27,84	Onshore

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
162	Potiguar	SPOT-T4	POT-T-747	28,12	Onshore
163	Potiguar	SPOT-T4	POT-T-791	29,31	Onshore
164	Potiguar	SPOT-T4	POT-T-793	27,71	Onshore
165	Potiguar	SPOT-T4	POT-T-834	31,44	Onshore
166	Potiguar	SPOT-T4	POT-T-835	31,63	Onshore
167	Potiguar	SPOT-T4	POT-T-836	33,06	Onshore
168	Potiguar	SPOT-T4	POT-T-838	24,22	Onshore
169	Potiguar	SPOT-T4	POT-T-878	31,82	Onshore
170	Potiguar	SPOT-T4	POT-T-881	32,37	Onshore
171	Potiguar	SPOT-T4	POT-T-882	31,89	Onshore
172	Potiguar	SPOT-T5	POT-T-523	28,23	Onshore
173	Potiguar	SPOT-T5	POT-T-524	31,93	Onshore
174	Potiguar	SPOT-T5	POT-T-568	32,84	Onshore
175	Recôncavo	SREC-T1	REC-T-102	25,73	Onshore
176	Recôncavo	SREC-T1	REC-T-103	17,65	Onshore
177	Recôncavo	SREC-T1	REC-T-113	29,32	Onshore
178	Recôncavo	SREC-T1	REC-T-45	31,38	Onshore
179	Recôncavo	SREC-T1	REC-T-46	31,38	Onshore
180	Recôncavo	SREC-T1	REC-T-47	31,38	Onshore
181	Recôncavo	SREC-T1	REC-T-54	31,55	Onshore
182	Recôncavo	SREC-T1	REC-T-55	31,37	Onshore
183	Recôncavo	SREC-T1	REC-T-56	31,37	Onshore
184	Recôncavo	SREC-T1	REC-T-57	31,37	Onshore
185	Recôncavo	SREC-T1	REC-T-64	31,37	Onshore
186	Recôncavo	SREC-T1	REC-T-65	31,70	Onshore
187	Recôncavo	SREC-T1	REC-T-66	31,71	Onshore
188	Recôncavo	SREC-T1	REC-T-67	31,19	Onshore

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
189	Recôncavo	SREC-T1	REC-T-73	31,54	Onshore
190	Recôncavo	SREC-T1	REC-T-74	31,19	Onshore
191	Recôncavo	SREC-T1	REC-T-77	31,69	Onshore
192	Recôncavo	SREC-T1	REC-T-82	31,54	Onshore
193	Recôncavo	SREC-T1	REC-T-83	31,18	Onshore
194	Recôncavo	SREC-T1	REC-T-91	31,02	Onshore
195	Recôncavo	SREC-T1	REC-T-92	31,36	Onshore
196	Recôncavo	SREC-T1	REC-T-93	31,51	Onshore
197	Recôncavo	SREC-T2	REC-T-100	31,36	Onshore
198	Recôncavo	SREC-T2	REC-T-108	20,61	Onshore
199	Recôncavo	SREC-T2	REC-T-109	20,56	Onshore
200	Recôncavo	SREC-T2	REC-T-110	27,61	Onshore
201	Recôncavo	SREC-T2	REC-T-120	30,26	Onshore
202	Recôncavo	SREC-T2	REC-T-121	31,35	Onshore
203	Recôncavo	SREC-T2	REC-T-23	31,72	Onshore
204	Recôncavo	SREC-T2	REC-T-31	31,21	Onshore
205	Recôncavo	SREC-T2	REC-T-39	31,21	Onshore
206	Recôncavo	SREC-T2	REC-T-42	21,95	Onshore
207	Recôncavo	SREC-T2	REC-T-43	20,43	Onshore
208	Recôncavo	SREC-T2	REC-T-48	31,38	Onshore
209	Recôncavo	SREC-T2	REC-T-49	22,62	Onshore
210	Recôncavo	SREC-T2	REC-T-58	31,53	Onshore
211	Recôncavo	SREC-T2	REC-T-62	31,22	Onshore
212	Recôncavo	SREC-T2	REC-T-71	21,89	Onshore
213	Recôncavo	SREC-T2	REC-T-81	28,28	Onshore
214	Recôncavo	SREC-T2	REC-T-90	30,72	Onshore
215	Recôncavo	SREC-T2	REC-T-99	32,09	Onshore

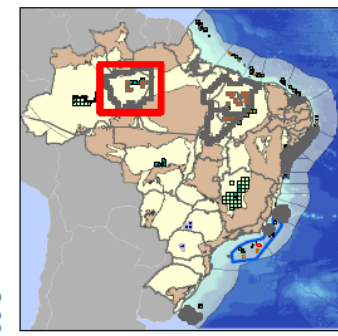
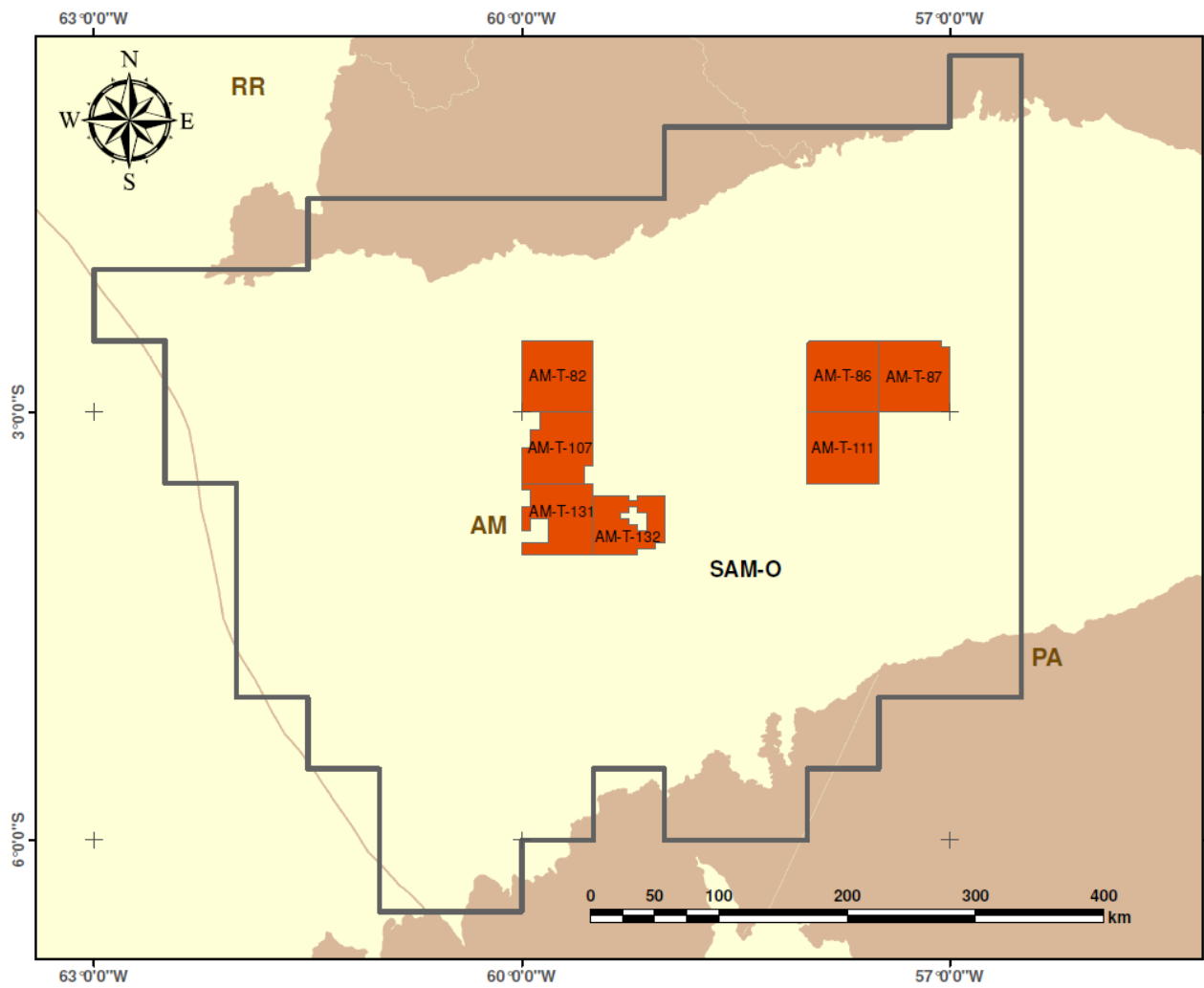
<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
216	Recôncavo	SREC-T3	REC-T-124	31,34	Onshore
217	Recôncavo	SREC-T3	REC-T-125	31,34	Onshore
218	Recôncavo	SREC-T3	REC-T-126	14,69	Onshore
219	Recôncavo	SREC-T3	REC-T-137	31,34	Onshore
220	Recôncavo	SREC-T3	REC-T-138	27,44	Onshore
221	Recôncavo	SREC-T3	REC-T-150	31,67	Onshore
222	Recôncavo	SREC-T3	REC-T-151	16,46	Onshore
223	Recôncavo	SREC-T3	REC-T-152	22,23	Onshore
224	Recôncavo	SREC-T3	REC-T-164	13,88	Onshore
225	Recôncavo	SREC-T3	REC-T-165	17,64	Onshore
226	Recôncavo	SREC-T3	REC-T-177	30,99	Onshore
227	Recôncavo	SREC-T3	REC-T-178	26,05	Onshore
228	Recôncavo	SREC-T3	REC-T-191	31,32	Onshore
229	Recôncavo	SREC-T3	REC-T-192	19,90	Onshore
230	Recôncavo	SREC-T3	REC-T-205	31,31	Onshore
231	Recôncavo	SREC-T3	REC-T-206	22,49	Onshore
232	Recôncavo	SREC-T3	REC-T-207	15,52	Onshore
233	Recôncavo	SREC-T3	REC-T-220	24,83	Onshore
234	Recôncavo	SREC-T3	REC-T-235	23,82	Onshore
235	Recôncavo	SREC-T3	REC-T-236	9,89	Onshore
236	Recôncavo	SREC-T3	REC-T-237	22,07	Onshore
237	Recôncavo	SREC-T4	REC-T-127	14,44	Onshore
238	Recôncavo	SREC-T4	REC-T-128	30,83	Onshore
239	Recôncavo	SREC-T4	REC-T-130	30,47	Onshore
240	Recôncavo	SREC-T4	REC-T-133	31,39	Onshore
241	Recôncavo	SREC-T4	REC-T-141	29,42	Onshore
242	Recôncavo	SREC-T4	REC-T-145	31,30	Onshore

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Área (km²)</b>	<b>Environment</b>
243	Recôncavo	SREC-T4	REC-T-146	31,34	Onshore
244	Recôncavo	SREC-T4	REC-T-153	27,94	Onshore
245	Recôncavo	SREC-T4	REC-T-159	31,50	Onshore
246	Recôncavo	SREC-T4	REC-T-166	30,21	Onshore
247	Recôncavo	SREC-T4	REC-T-171	31,17	Onshore
248	Recôncavo	SREC-T4	REC-T-180	33,16	Onshore
249	Recôncavo	SREC-T4	REC-T-181	10,68	Onshore
250	Recôncavo	SREC-T4	REC-T-184	31,50	Onshore
251	Recôncavo	SREC-T4	REC-T-185	31,32	Onshore
252	Recôncavo	SREC-T4	REC-T-212	31,16	Onshore
253	Recôncavo	SREC-T4	REC-T-223	15,11	Onshore
254	Recôncavo	SREC-T4	REC-T-226	27,02	Onshore
255	Recôncavo	SREC-T4	REC-T-227	31,31	Onshore
256	Recôncavo	SREC-T4	REC-T-238	18,15	Onshore
257	Sergipe Alagoas	SSEAL-AP1	SEAL-M-214	757,07	Offshore
258	Sergipe Alagoas	SSEAL-AP1	SEAL-M-279	512,00	Offshore
259	Sergipe Alagoas	SSEAL-AP1	SEAL-M-281	756,47	Offshore
260	Sergipe Alagoas	SSEAL-AP1	SEAL-M-351	756,86	Offshore
261	Sergipe Alagoas	SSEAL-AP1	SEAL-M-353	755,86	Offshore
262	Sergipe Alagoas	SSEAL-AP2	SEAL-M-428	756,24	Offshore
263	Sergipe Alagoas	SSEAL-AP2	SEAL-M-501	757,58	Offshore
264	Sergipe Alagoas	SSEAL-AP2	SEAL-M-567	839,60	Offshore
265	Sergipe Alagoas	SSEAL-AP2	SEAL-M-571	758,96	Offshore
266	Sergipe Alagoas	SSEAL-AP2	SEAL-M-633	753,28	Offshore



# Blocos Exploratórios - Setor SAM-O - Bacia do Amazonas

Exploratory Blocks - SAM-O Sector - Amazonas Basin



**Legenda / Legend**

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

**DADOS DO MAPA:**

Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:3.000.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos -SDT



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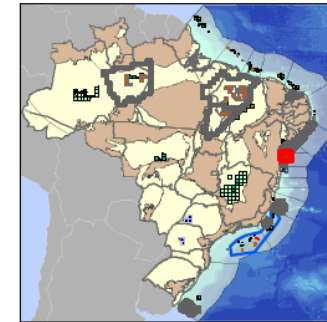
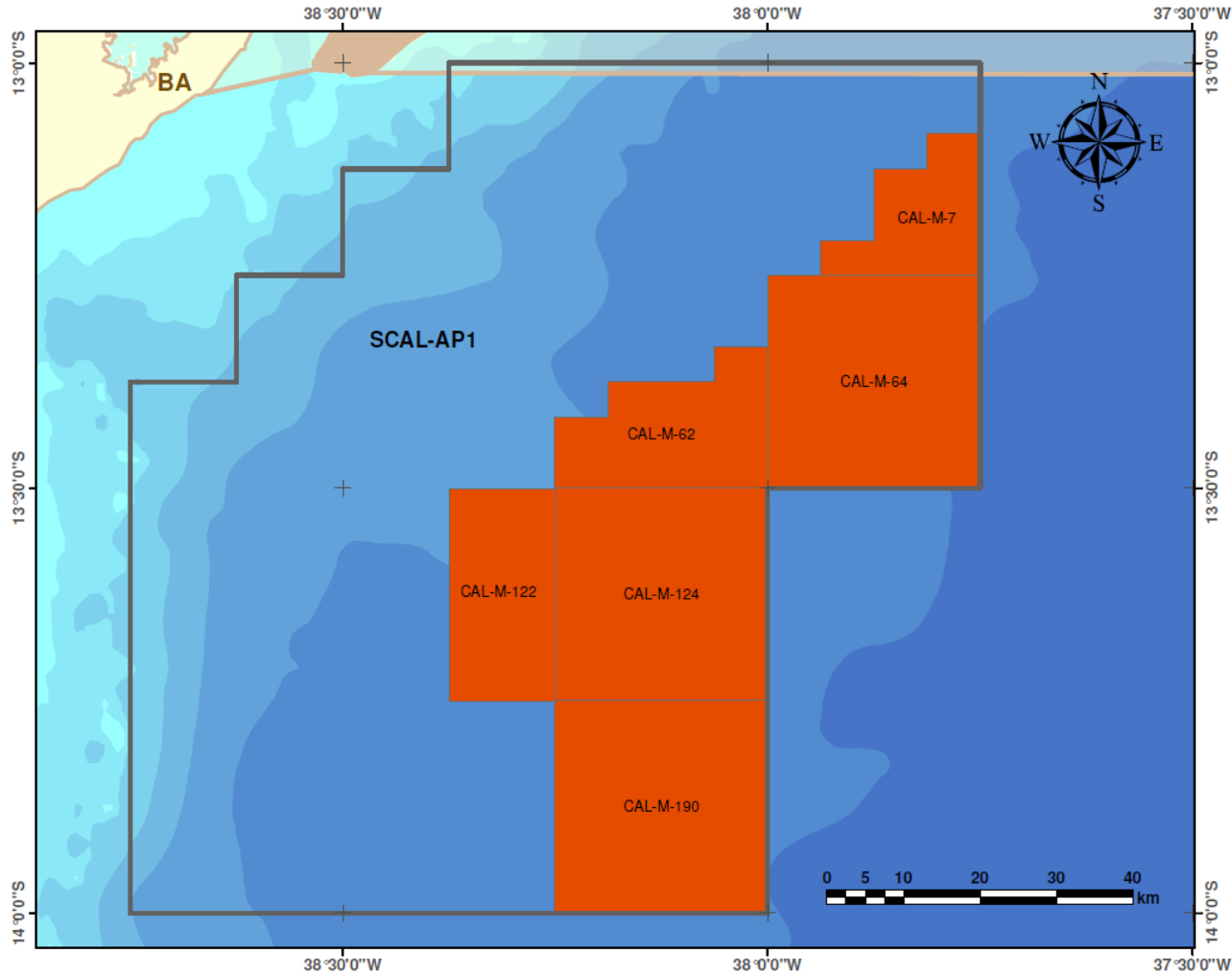
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# Blocos Exploratórios - Setor SCAL-AP1 - Bacia de Camamu-Almada

Exploratory Blocks - SCAL-AP1 Sector - Camamu-Almada Basin



**Legenda / Legend**

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

**DADOS DO MAPA:**

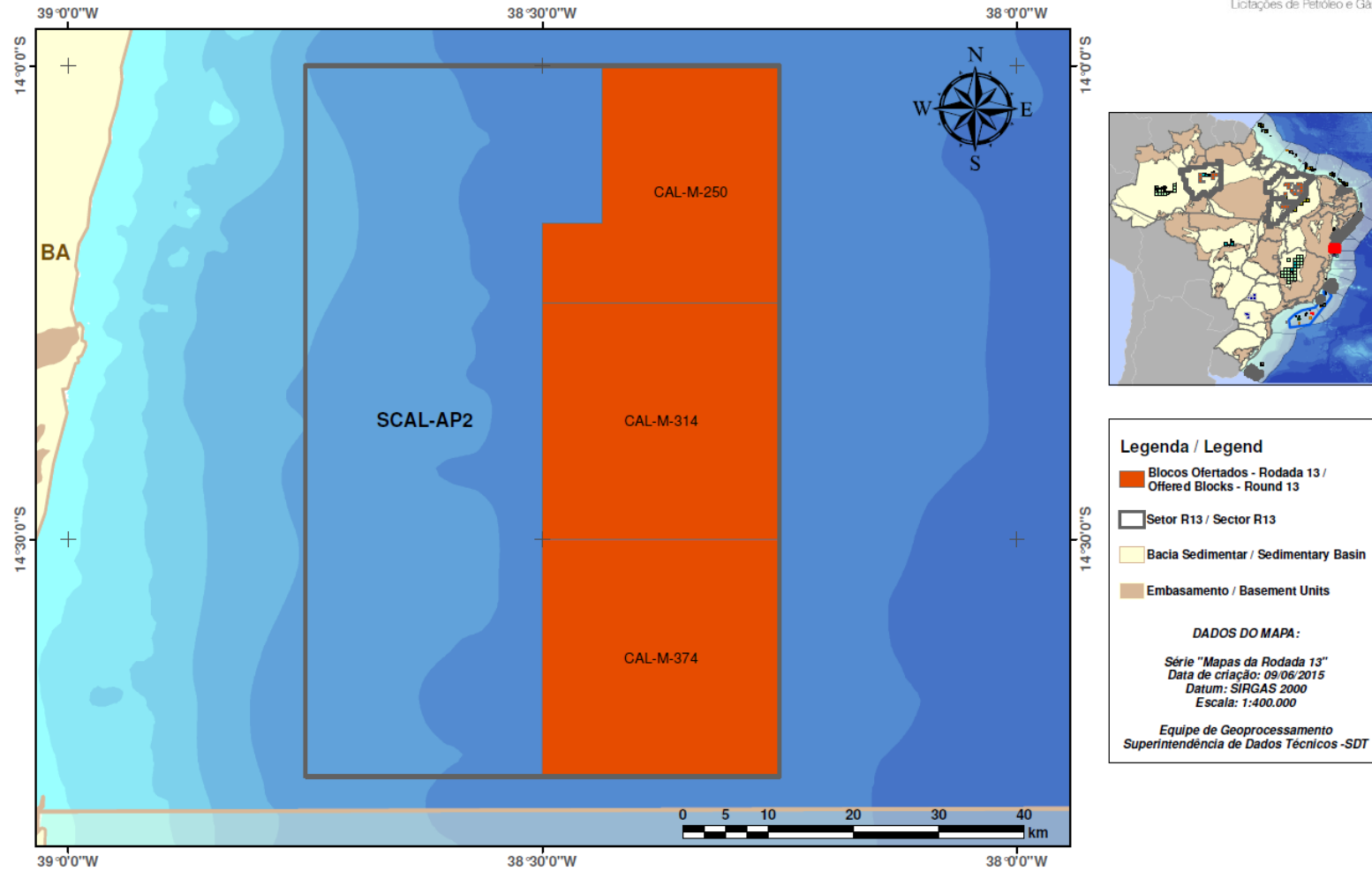
Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:500.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos -SDT



# Blocos Exploratórios - Setor SCAL-AP2 - Bacia de Camamu-Almada

Exploratory Blocks - SCAL-AP2 Sector - Camamu-Almada Basin



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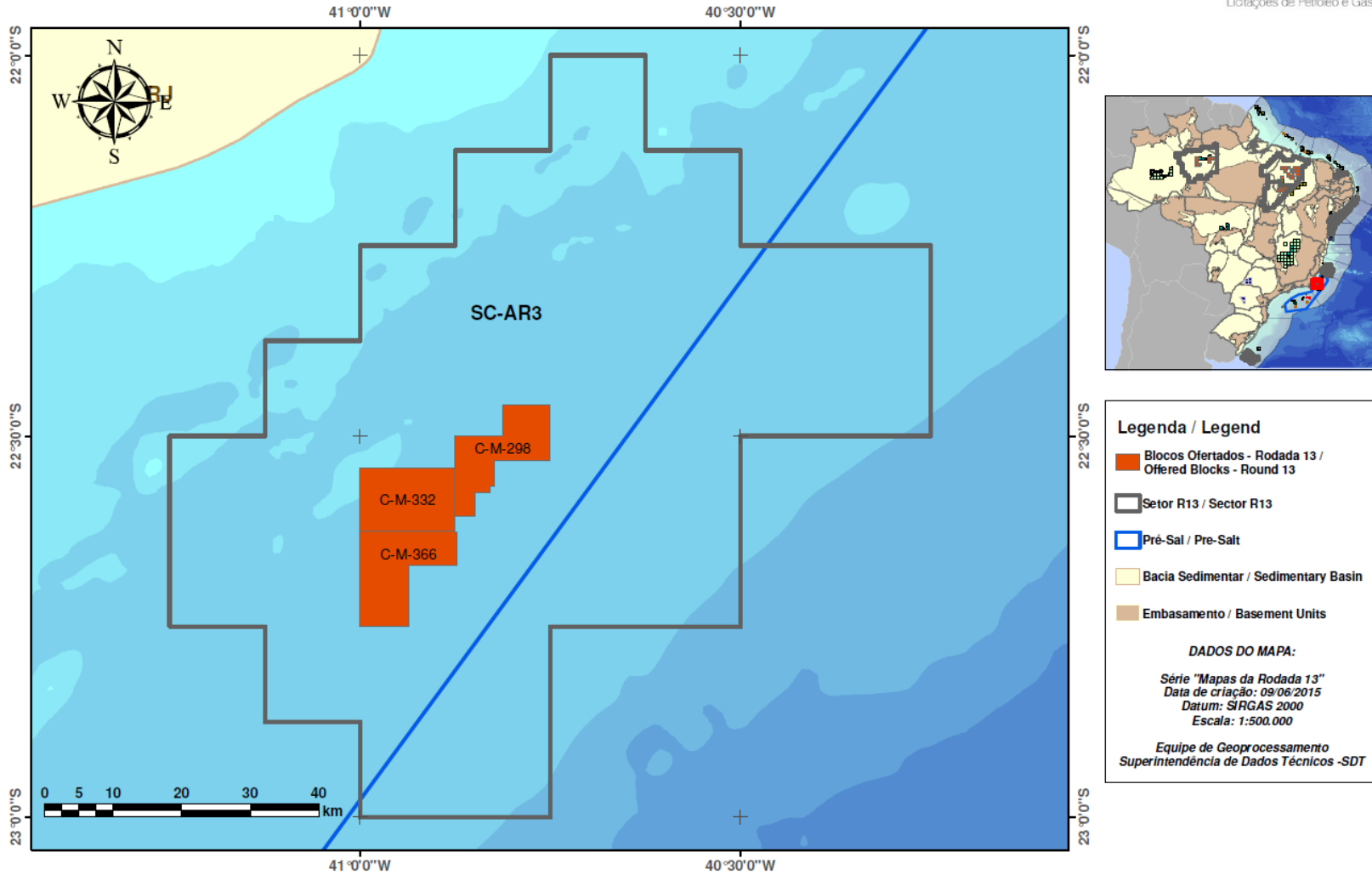
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# Blocos Exploratórios - Setor SC-AR3 - Bacia de Campos

Exploratory Blocks - SC-AR3 Sector - Campos Basin

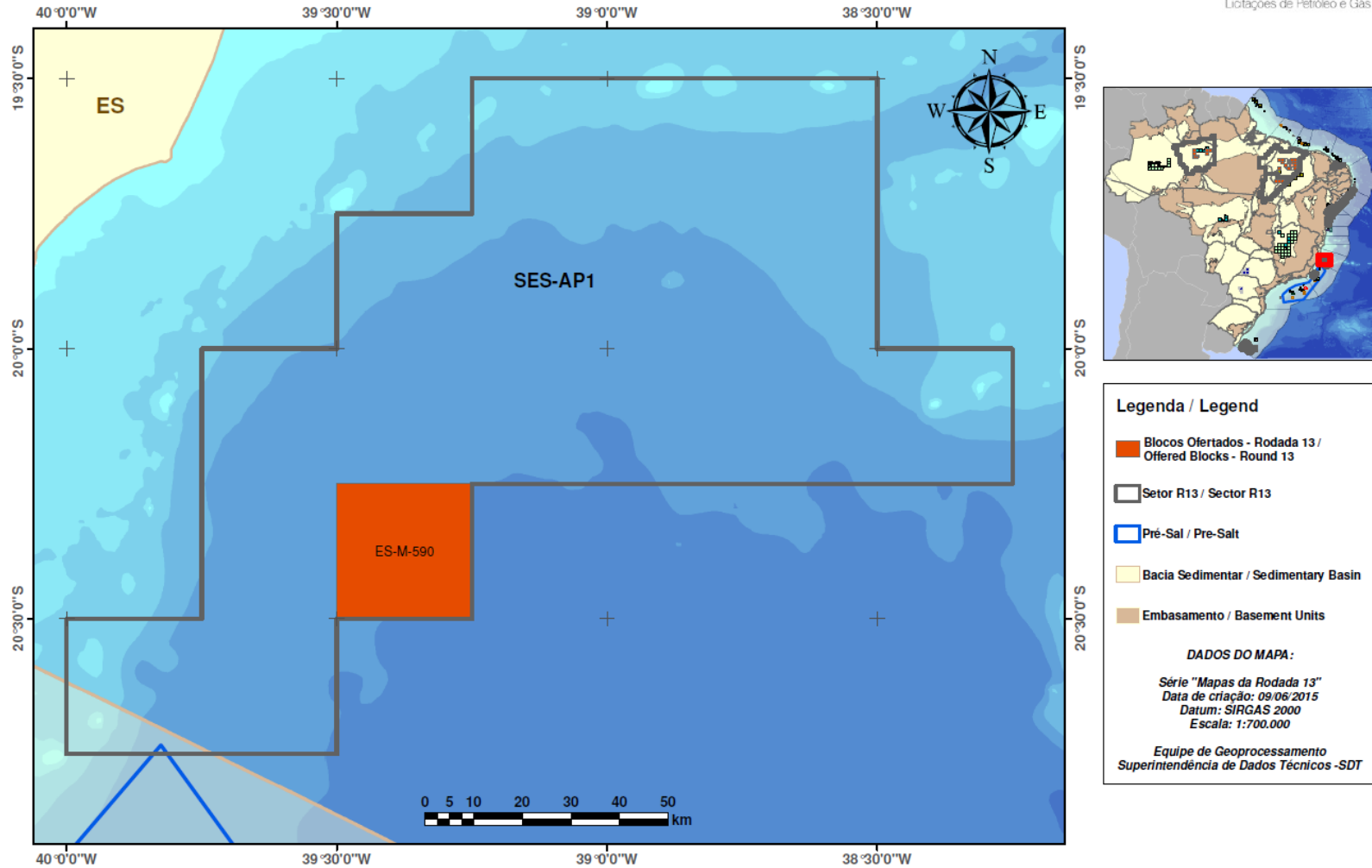


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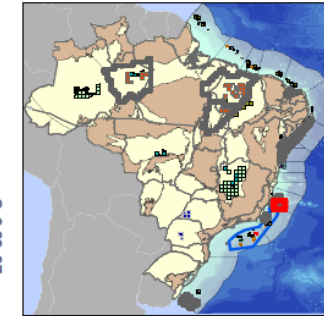
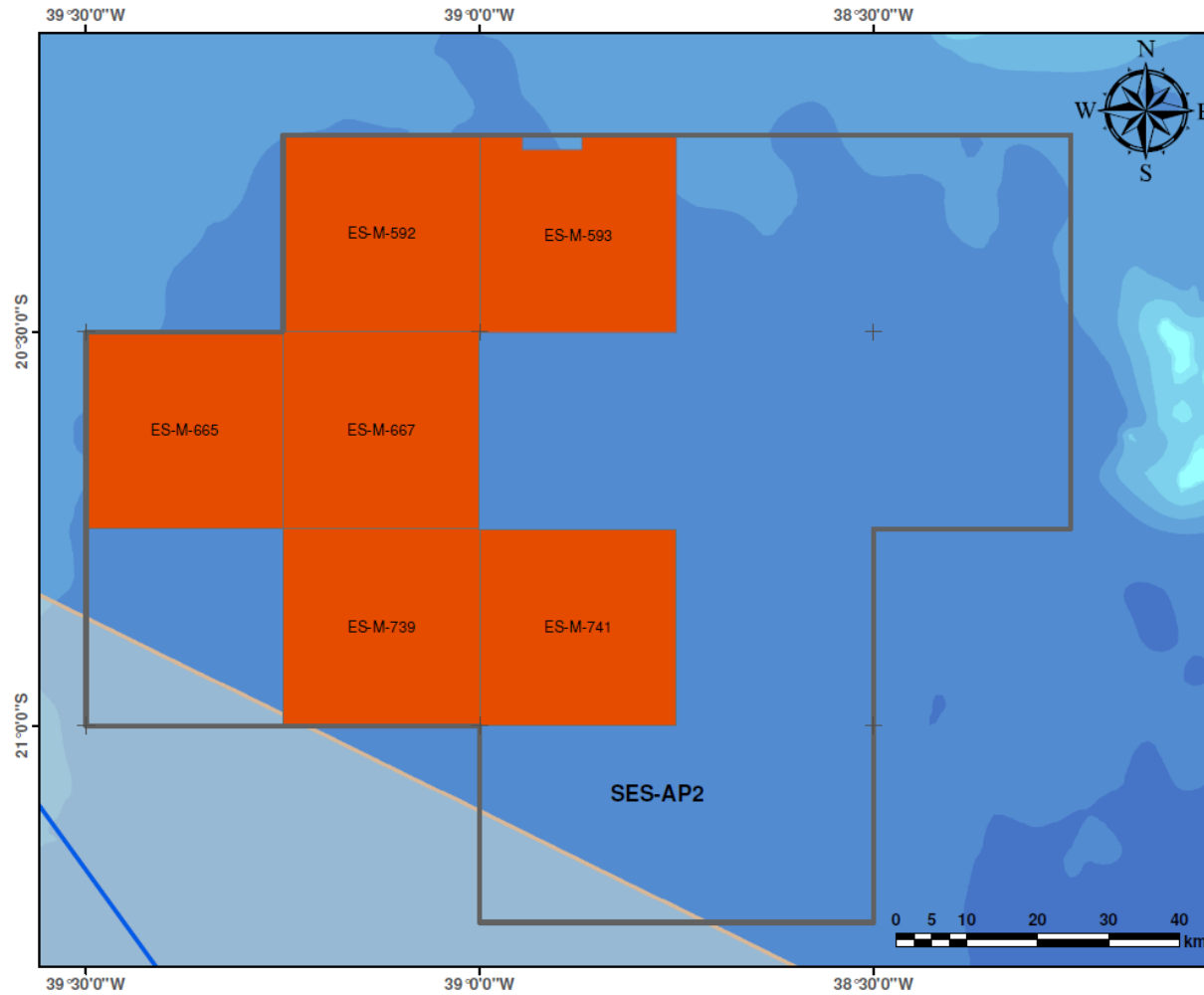
# Blocos Exploratórios - Setor SES-AP1 - Bacia do Espírito Santo

Exploratory Blocks - SES-AP1 Sector - Espírito Santo Basin





### Blocos Exploratórios - Setor SES-AP2 - Bacia do Espírito Santo Exploratory Blocks - SES-AP2 Sector - Espírito Santo Basin



#### Legenda / Legend

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Pré-Sal / Pre-Salt
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

#### DADOS DO MAPA:

Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:550.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos -SDT

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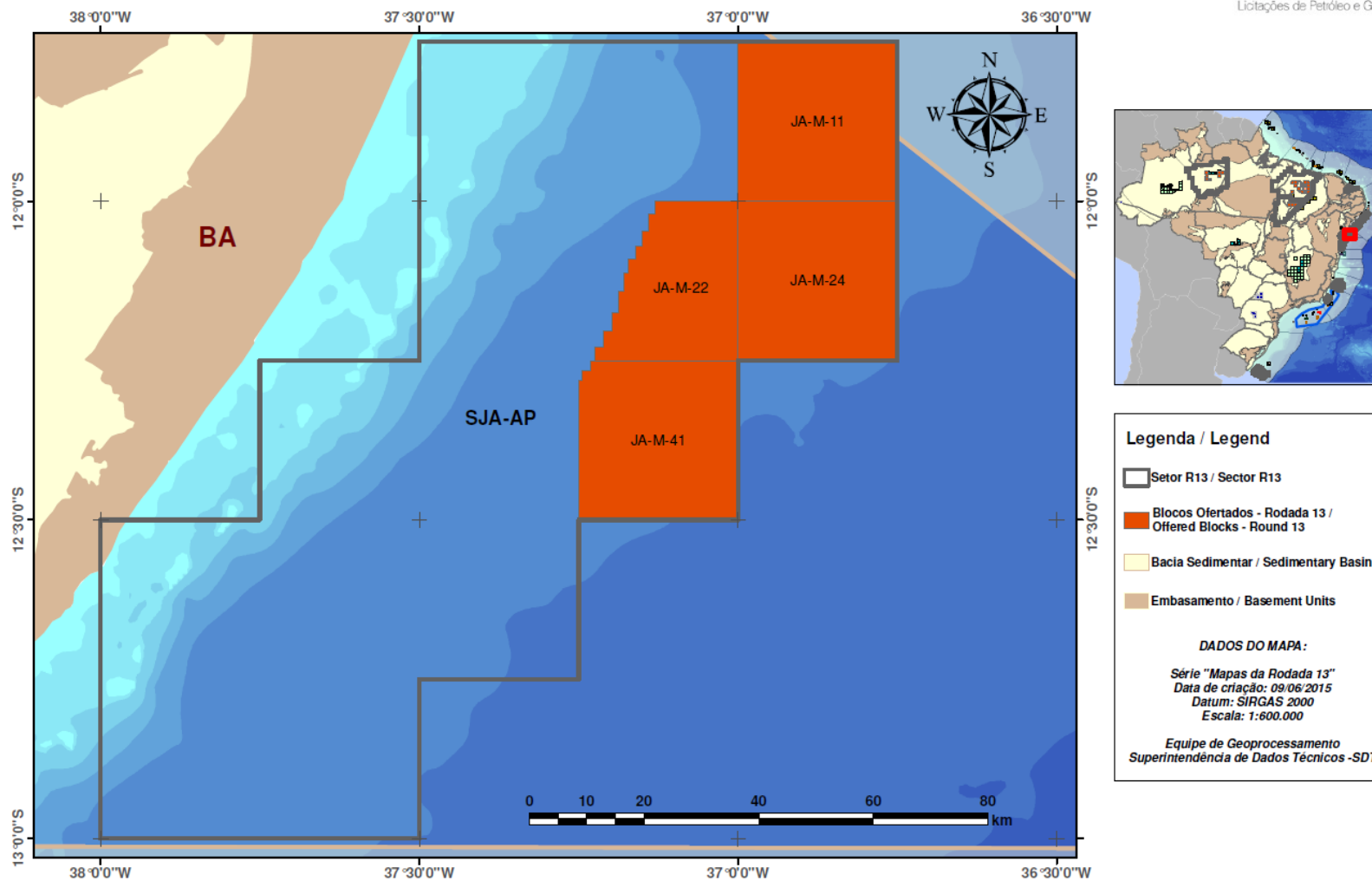
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-20:43:37.405,-39:00:01.361  
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-20:43:56.155,-39:00:01.361  
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-20:30:00.000,-39:15:00.000  
ES-M-739  
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-20:45:01.781,-39:00:00.000  
-21:00:00.000,-39:00:00.000  
-21:00:00.000,-39:15:00.000  
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## Blocos Exploratórios - Setor SJA-AP - Bacia de Jacuípe

### Exploratory Blocks - SJA-AP Sector - Jacuípe Basin



JA-M-22

-12:00:00.000,-37:07:48.750  
-12:00:00.000,-37:00:00.000  
-12:15:00.000,-37:00:00.000  
-12:15:00.000,-37:13:26.250  
-12:13:45.000,-37:13:26.250  
-12:13:45.000,-37:12:39.375  
-12:12:11.250,-37:12:39.375  
-12:12:11.250,-37:11:52.500  
-12:10:28.125,-37:11:52.500  
-12:10:28.125,-37:11:15.000  
-12:08:26.250,-37:11:15.000  
-12:08:26.250,-37:10:46.875  
-12:06:43.125,-37:10:46.875  
-12:06:43.125,-37:10:18.750  
-12:05:28.125,-37:10:18.750  
-12:05:28.125,-37:09:41.250  
-12:04:13.125,-37:09:41.250  
-12:04:13.125,-37:09:03.750  
-12:02:48.750,-37:09:03.750  
-12:02:48.750,-37:08:26.250  
-12:01:15.000,-37:08:26.250  
-12:01:15.000,-37:07:48.750  
-12:00:00.000,-37:07:48.750

JA-M-41

-12:15:00.000,-37:13:54.375  
-12:15:00.000,-37:13:26.250  
-12:15:00.000,-37:00:00.000  
-12:30:00.000,-37:00:00.000  
-12:30:00.000,-37:15:00.000  
-12:16:52.500,-37:15:00.000  
-12:16:52.500,-37:14:41.250  
-12:15:56.250,-37:14:41.250  
-12:15:56.250,-37:13:54.375  
-12:15:00.000,-37:13:54.375

JA-M-24

-12:00:00.000,-37:00:00.000  
-12:00:00.000,-36:45:00.000  
-12:15:00.000,-36:45:00.000  
-12:15:00.000,-37:00:00.000  
-12:00:00.000,-37:00:00.000

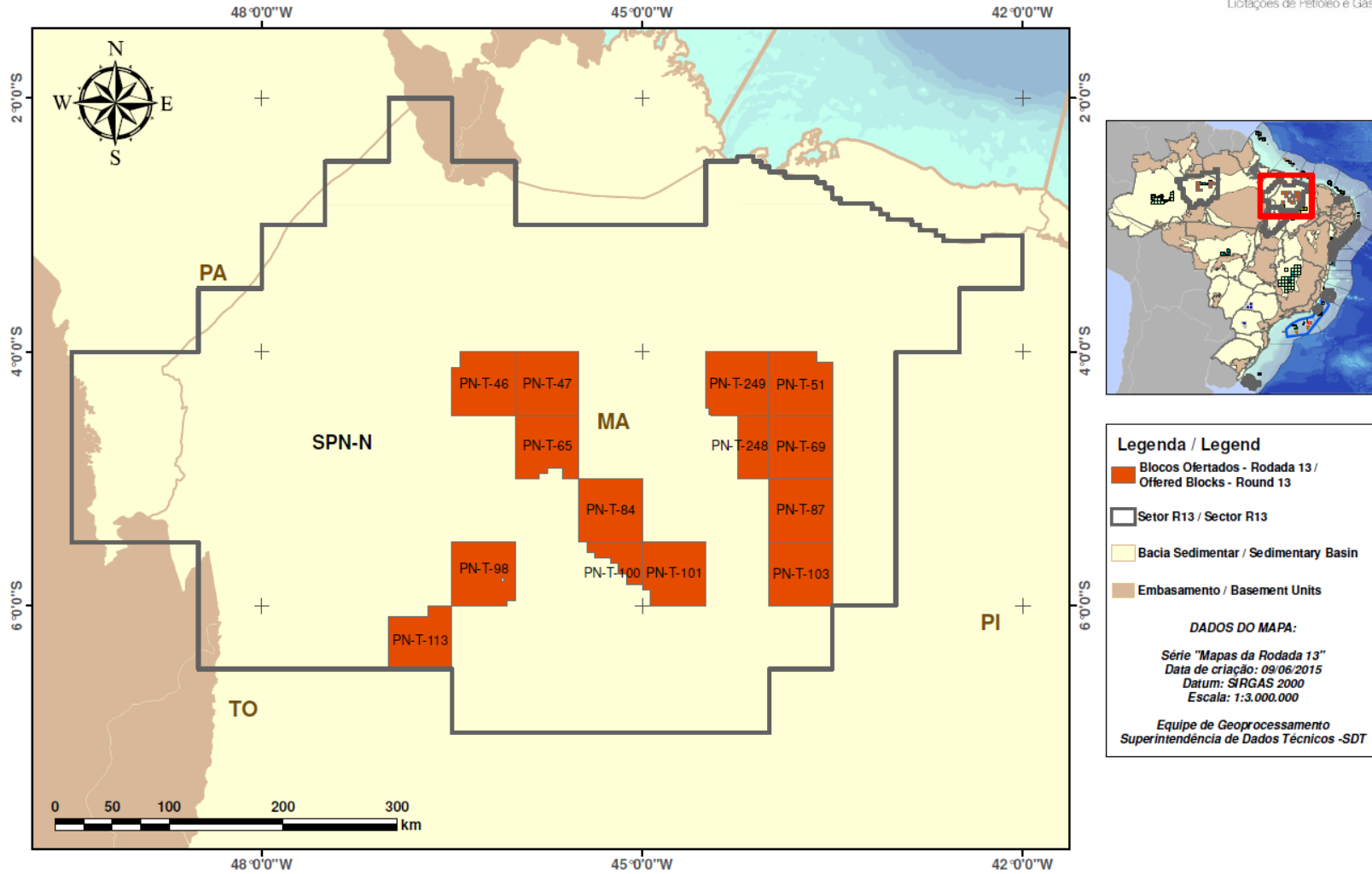
JA-M-11

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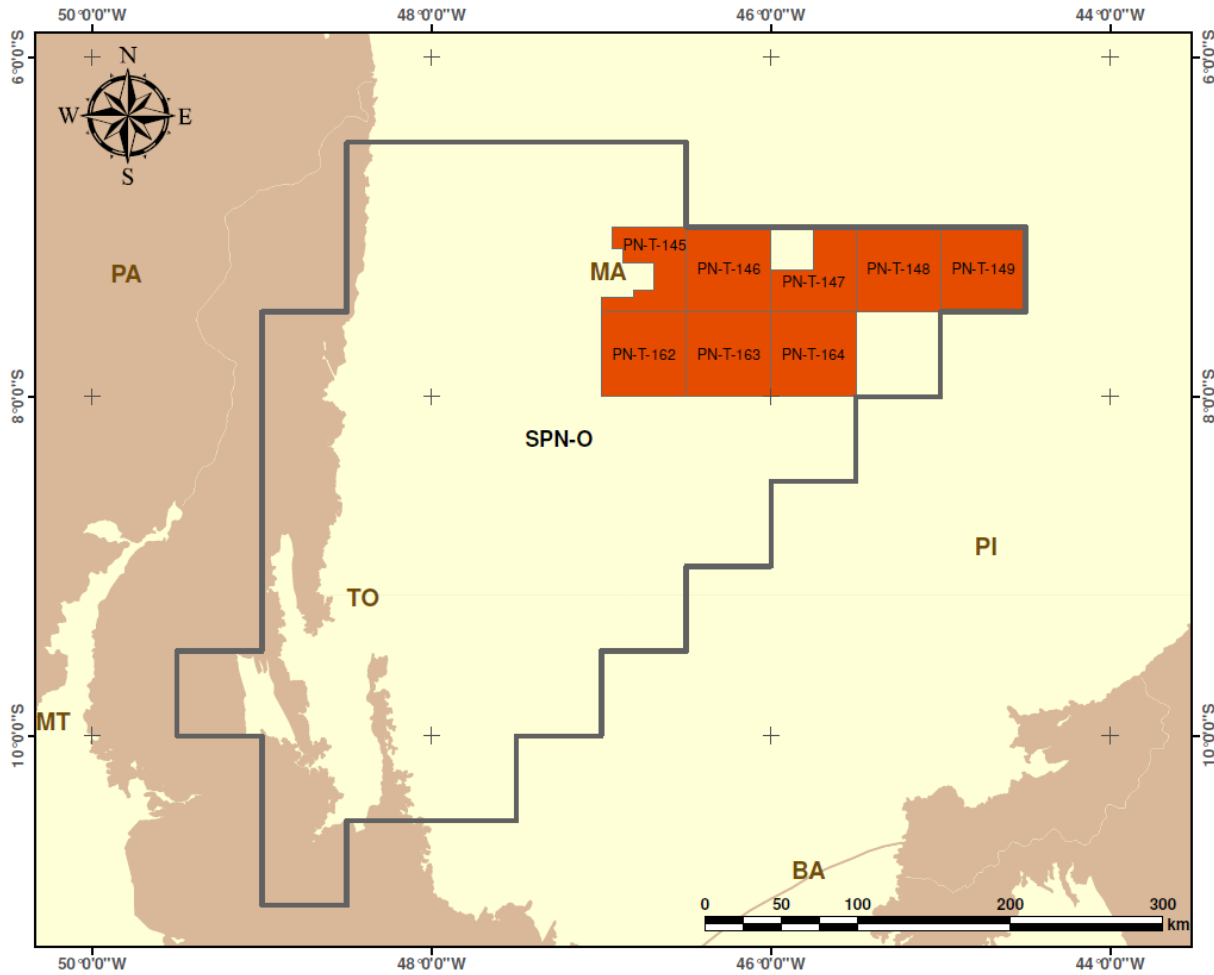
# Blocos Exploratórios - Setor SPN-N - Bacia do Parnaíba

Exploratory Blocks - SPN-N Sector - Parnaíba Basin





### Blocos Exploratórios - Setor SPN-O - Bacia do Parnaíba Exploratory Blocks - SPN-O Sector - Parnaíba Basin



**Legenda / Legend**

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

**DADOS DO MAPA:**

Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:2.500.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos -SDT

PN-T-113	-06:10:57.655,-46:30:01.502	-06:22:22.035,-46:30:01.503
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-06:00:01.401,-46:30:01.502	-06:11:25.780,-46:30:01.502	-06:22:50.160,-46:30:01.503
-06:00:10.776,-46:30:01.502	-06:11:35.155,-46:30:01.502	-06:22:59.535,-46:30:01.503
-06:00:20.151,-46:30:01.502	-06:11:44.531,-46:30:01.502	-06:23:08.910,-46:30:01.503
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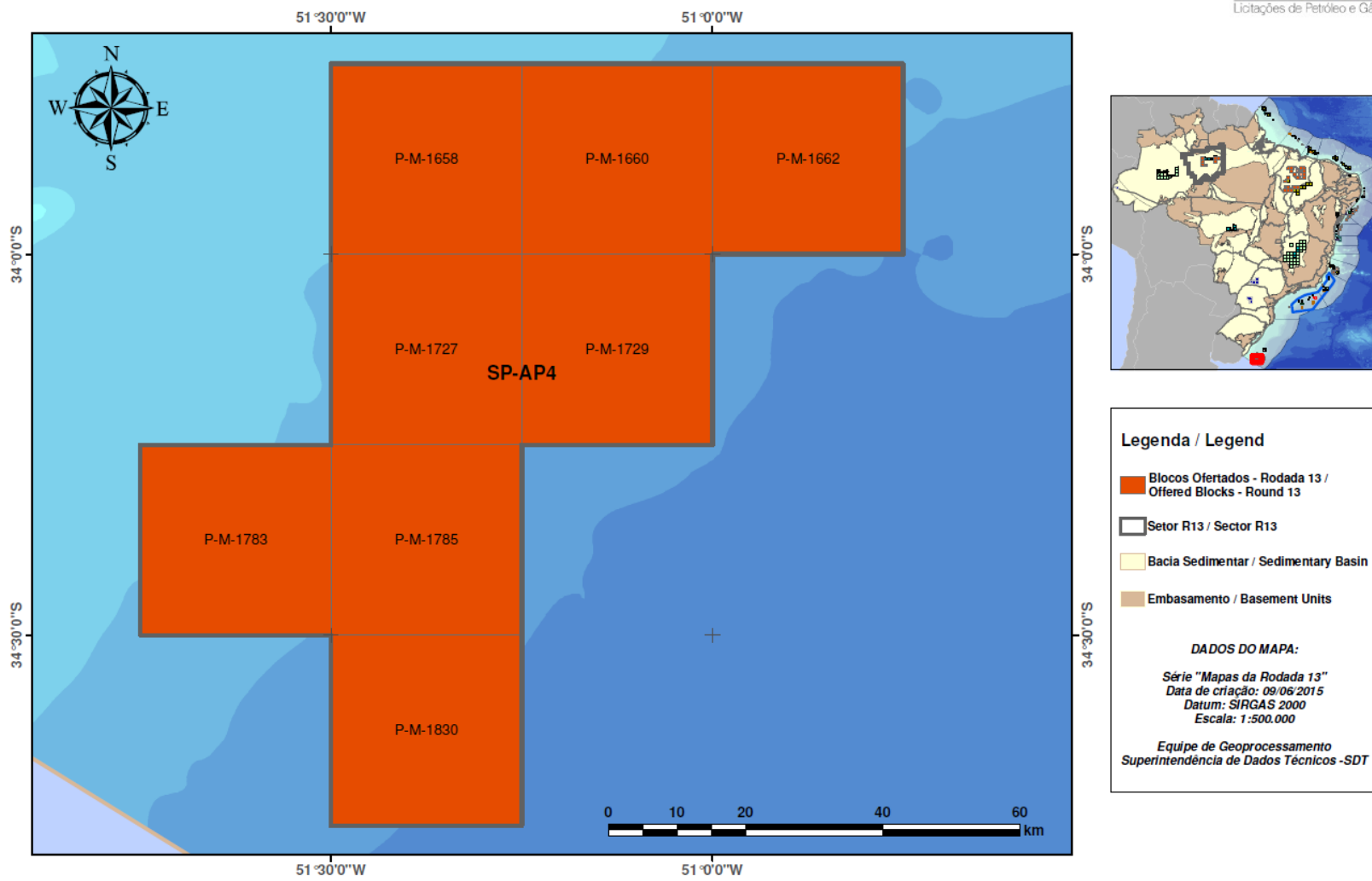
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### Blocos Exploratórios - Setor SP-AP4 - Bacia de Pelotas Exploratory Blocks - SP-AP4 Sector - Pelotas Basin



**Legenda / Legend**

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

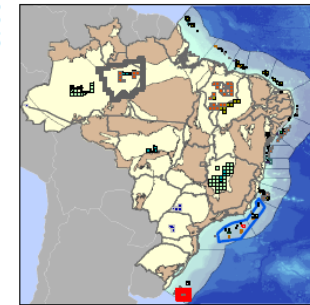
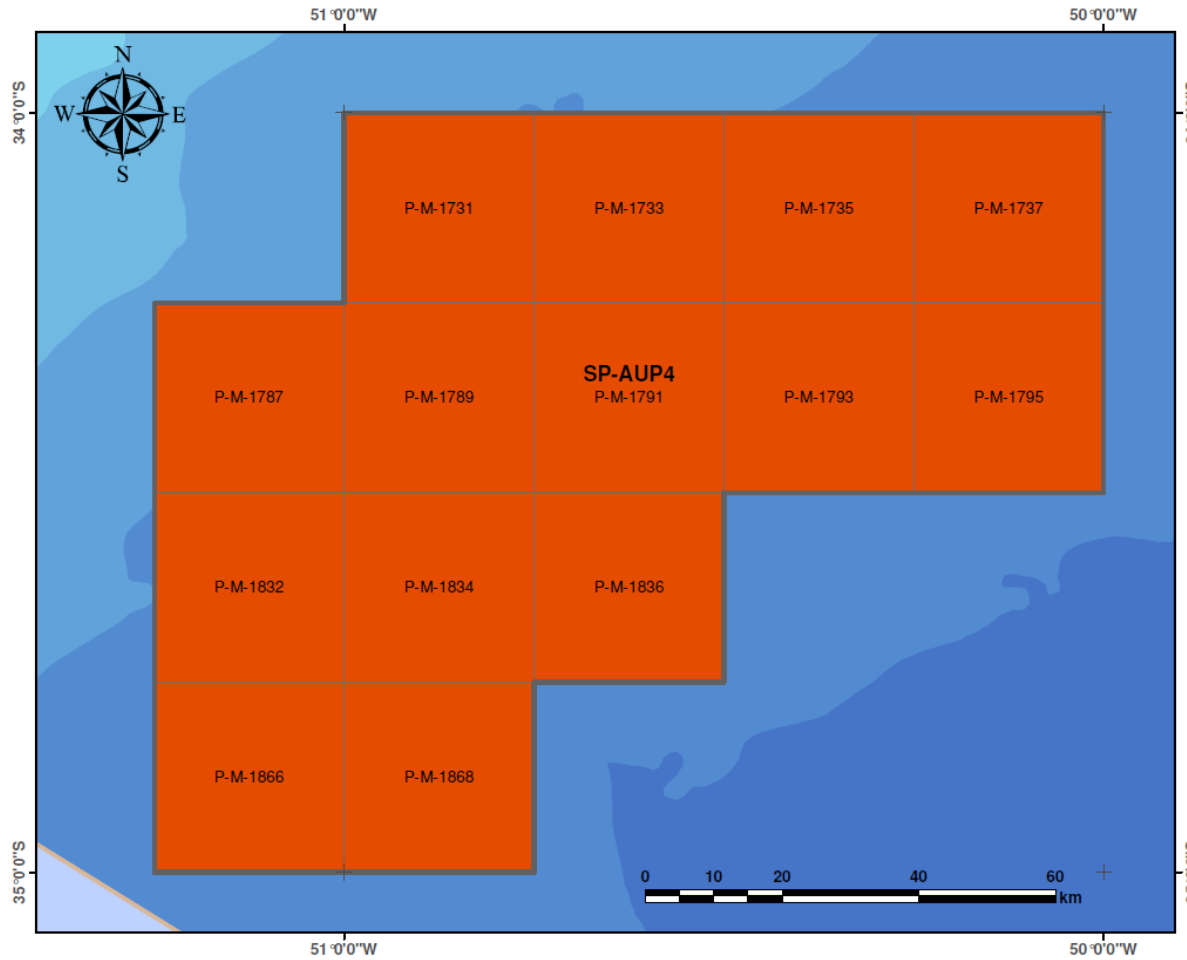
**DADOS DO MAPA:**

Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:500.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos - SDT



### Blocos Exploratórios - Setor SP-AUP4 - Bacia de Pelotas Exploratory Blocks - SP-AUP4 Sectors - Pelotas Basin



#### Legenda / Legend

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

#### DADOS DO MAPA:

Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:550.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos - SDT

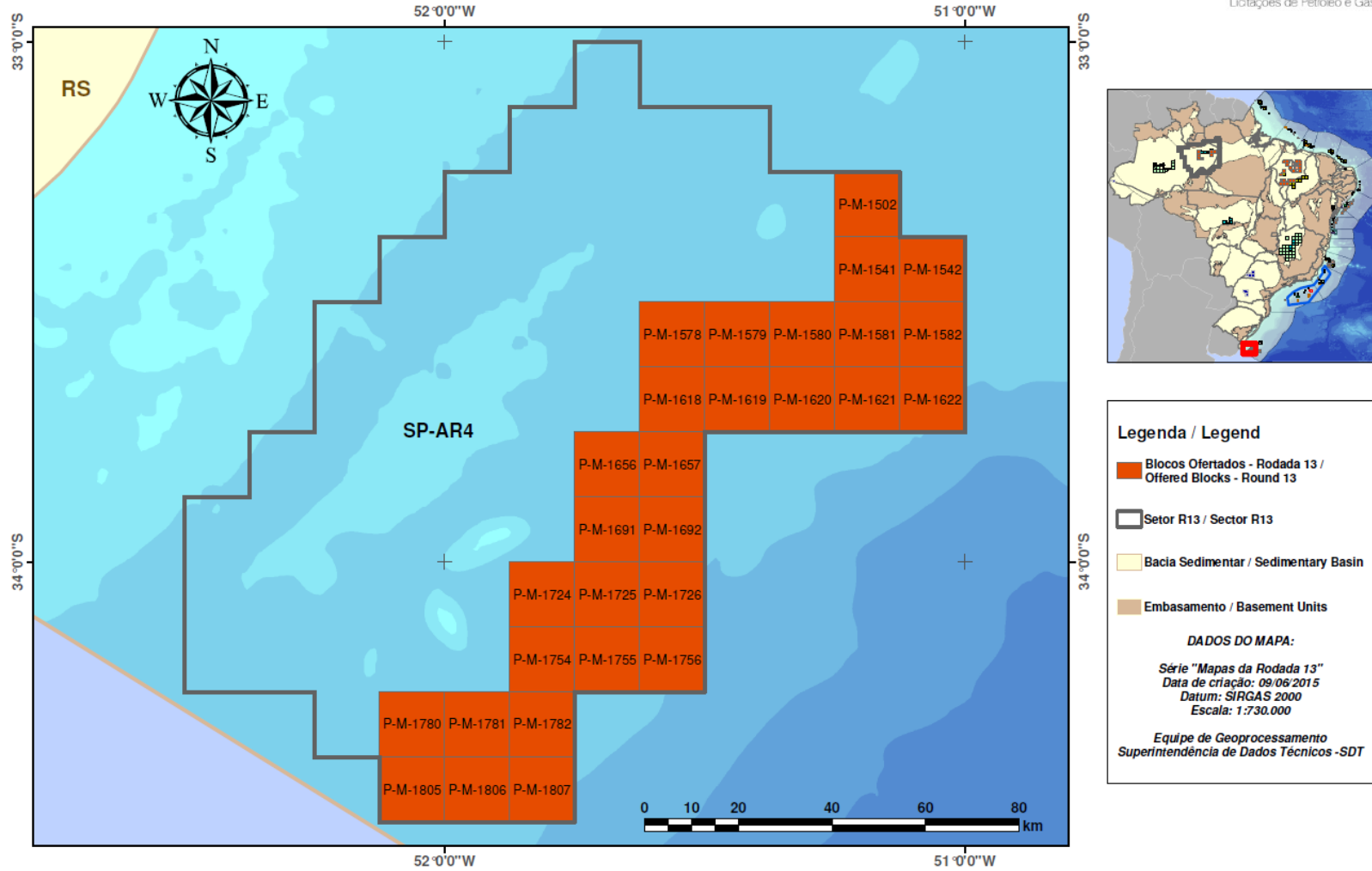
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-34:30:00.000,-50:00:00.000  
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## Blocos Exploratórios - Setor SP-AR4 - Bacia de Pelotas

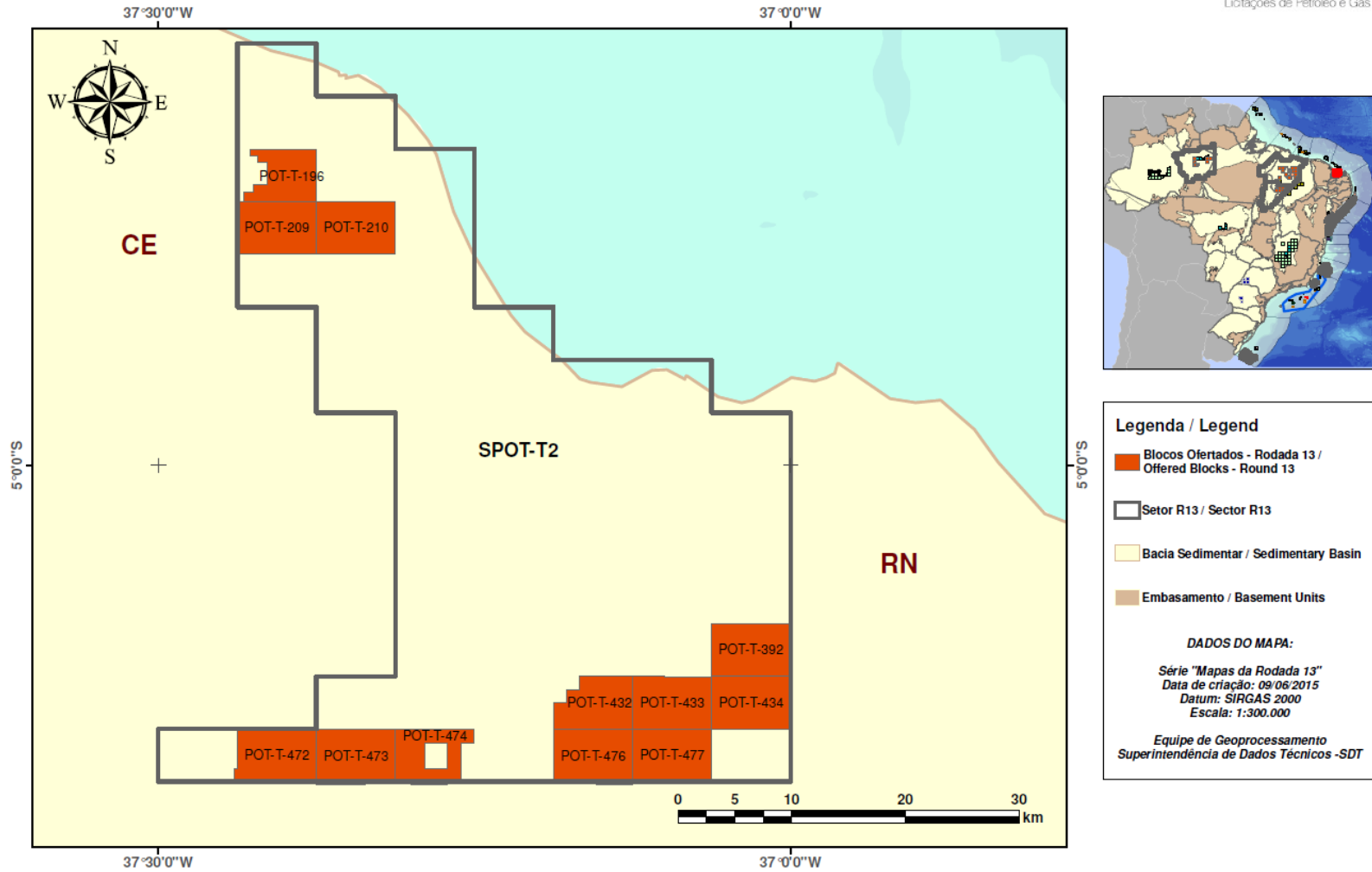
### Exploratory Blocks - SP-AR4 Sector - Pelotas Basin



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-33:37:30.000,-51:37:30.000	-34:07:30.000,-51:37:30.000	-34:07:30.000,-51:37:30.000
-33:37:30.000,-51:30:00.000	P-M-1780	-34:07:30.000,-51:45:00.000
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-33:37:30.000,-51:37:30.000	-34:22:30.000,-52:00:00.000	-34:00:00.000,-51:37:30.000
P-M-1619	-34:22:30.000,-52:07:30.000	-34:00:00.000,-51:30:00.000
-33:37:30.000,-51:30:00.000	-34:15:00.000,-52:07:30.000	-34:07:30.000,-51:30:00.000
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-33:45:00.000,-51:30:00.000	-34:15:00.000,-51:52:30.000	P-M-1502
-33:37:30.000,-51:30:00.000	-34:22:30.000,-51:52:30.000	-33:15:00.000,-51:15:00.000
P-M-1620	-34:22:30.000,-52:00:00.000	-33:15:00.000,-51:07:30.000
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-33:37:30.000,-51:22:30.000	-34:22:30.000,-51:45:00.000	-33:22:30.000,-51:15:00.000
P-M-1621	-34:22:30.000,-51:52:30.000	-33:22:30.000,-51:07:30.000
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-33:37:30.000,-51:07:30.000	P-M-1805	-33:30:00.000,-51:15:00.000
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-33:37:30.000,-51:15:00.000	-34:30:00.000,-52:00:00.000	-33:22:30.000,-51:07:30.000
P-M-1622	-34:30:00.000,-52:07:30.000	-33:22:30.000,-51:00:00.000
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-33:37:30.000,-51:07:30.000	-34:30:00.000,-51:52:30.000	-33:30:00.000,-51:37:30.000
P-M-1656	-34:30:00.000,-52:00:00.000	-33:30:00.000,-51:30:00.000
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P-M-1657	-34:30:00.000,-51:52:30.000	-33:30:00.000,-51:22:30.000
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-33:45:00.000,-51:37:30.000	-34:00:00.000,-51:37:30.000	-33:30:00.000,-51:22:30.000
P-M-1754	-34:00:00.000,-51:45:00.000	-33:30:00.000,-51:15:00.000
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-34:15:00.000,-51:52:30.000	-33:52:30.000,-51:30:00.000	P-M-1581
-34:07:30.000,-51:52:30.000	-34:00:00.000,-51:30:00.000	-33:30:00.000,-51:15:00.000
P-M-1755	-34:00:00.000,-51:37:30.000	-33:30:00.000,-51:07:30.000
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-34:15:00.000,-51:45:00.000	-34:00:00.000,-51:45:00.000	P-M-1582
-34:07:30.000,-51:45:00.000	-34:07:30.000,-51:45:00.000	-33:30:00.000,-51:07:30.000
P-M-1756	-34:07:30.000,-51:52:30.000	-33:30:00.000,-51:00:00.000
-34:07:30.000,-51:37:30.000	-34:00:00.000,-51:52:30.000	-33:37:30.000,-51:00:00.000
-34:07:30.000,-51:30:00.000	P-M-1725	-33:37:30.000,-51:07:30.000
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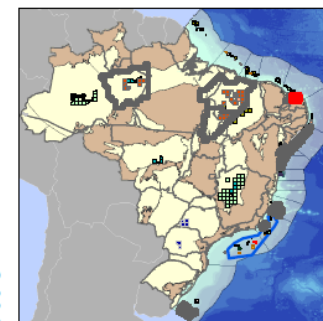
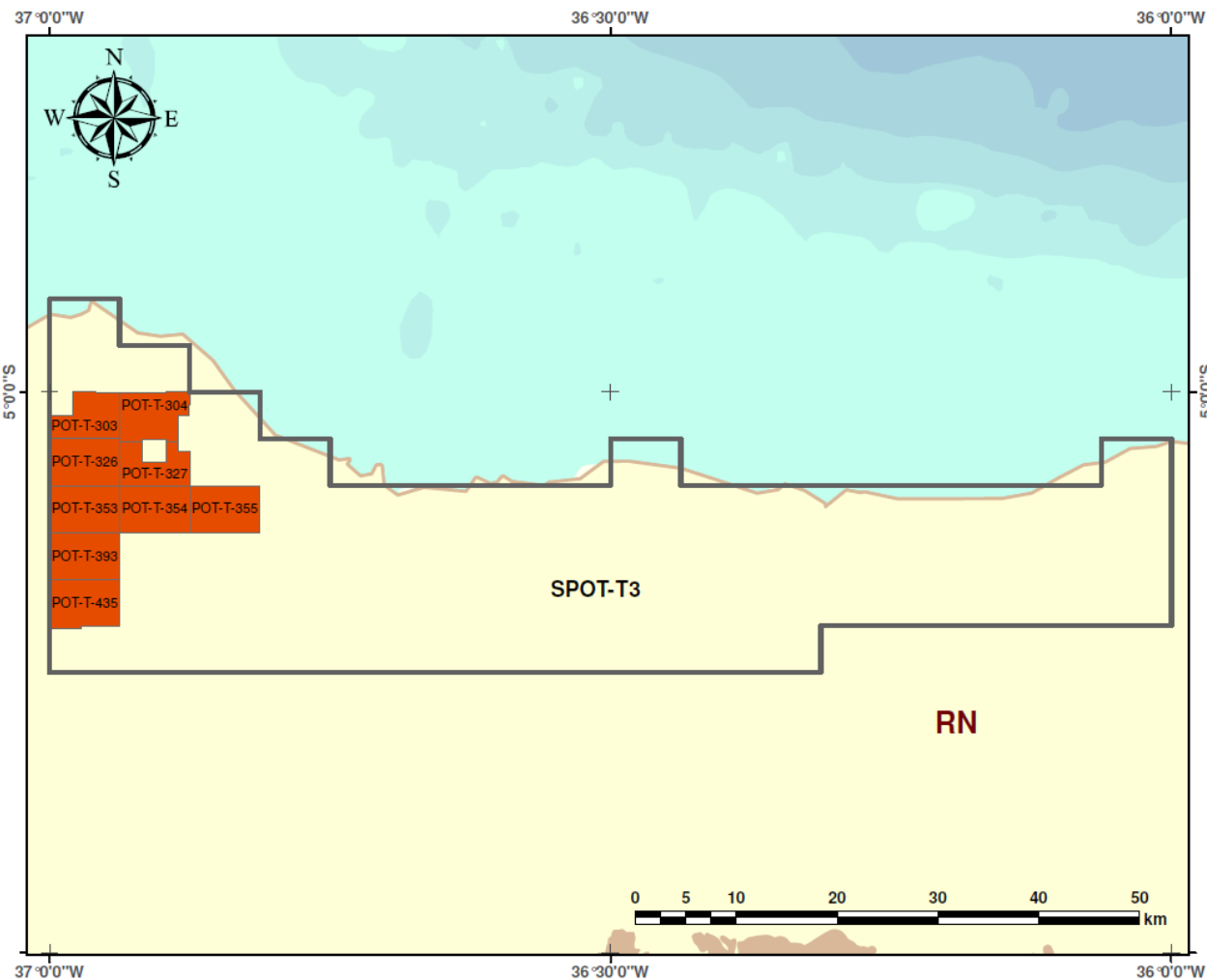


### Blocos Exploratórios - Setor SPOT-T2 - Bacia Potiguar Exploratory Blocks - SPOT-T2 Sector - Potiguar Basin



## Blocos Exploratórios - Setor SPOT-T3 - Bacia Potiguar

### Exploratory Blocks - SPOT-T3 Sector - Potiguar Basin



#### Legenda / Legend

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

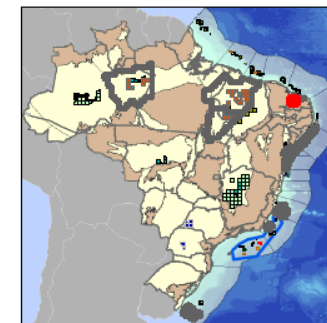
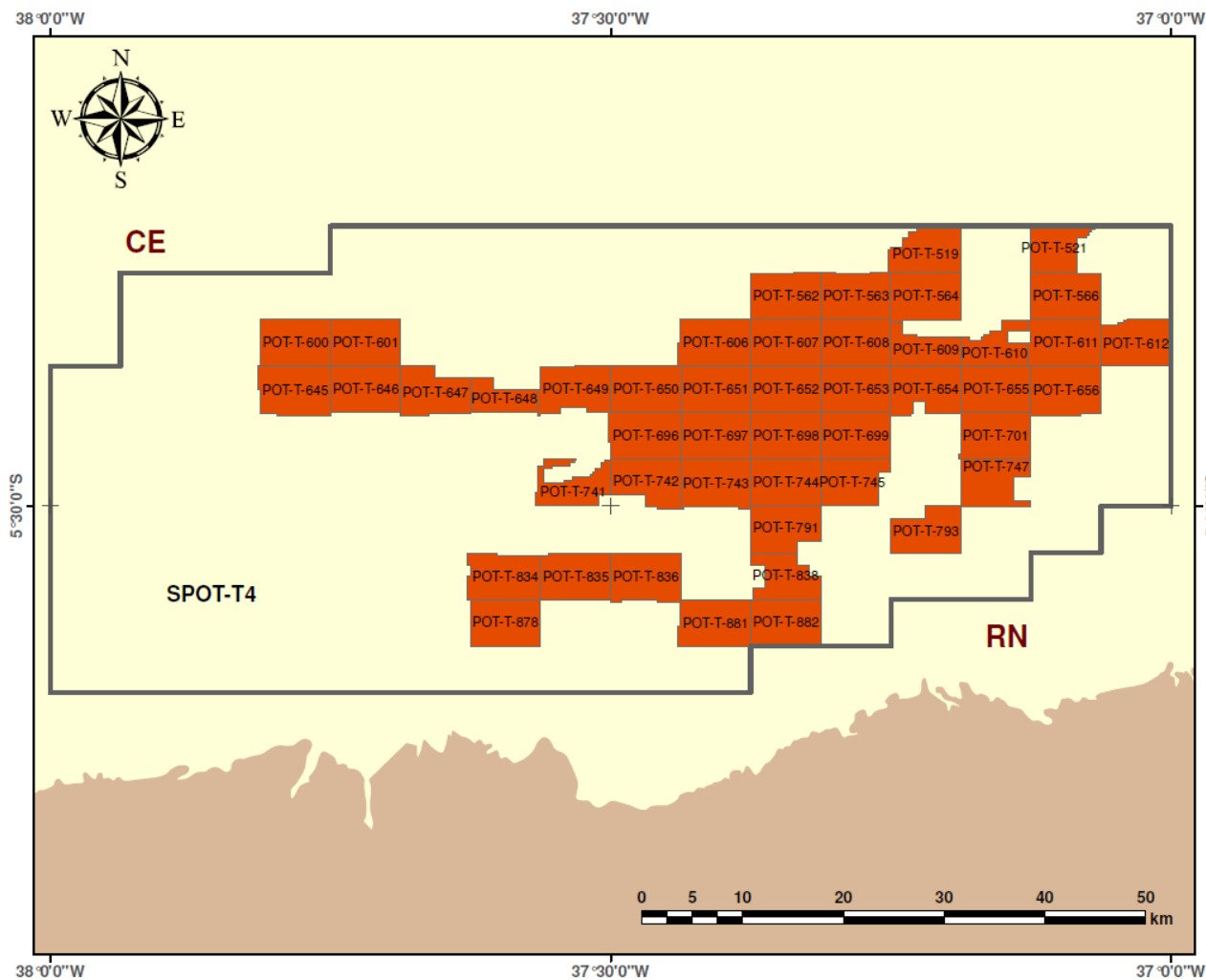
#### DADOS DO MAPA:

Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:380.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos - SDT

## Blocos Exploratórios - Setor SPOT-T4 - Bacia Potiguar

### Exploratory Blocks - SPOT-T4 Sector - Potiguar Basin



**Legenda / Legend**

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

**DADOS DO MAPA:**

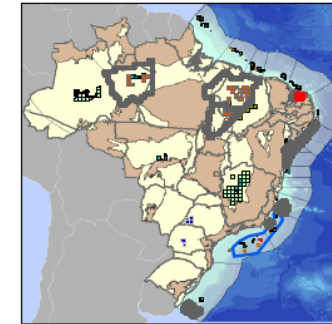
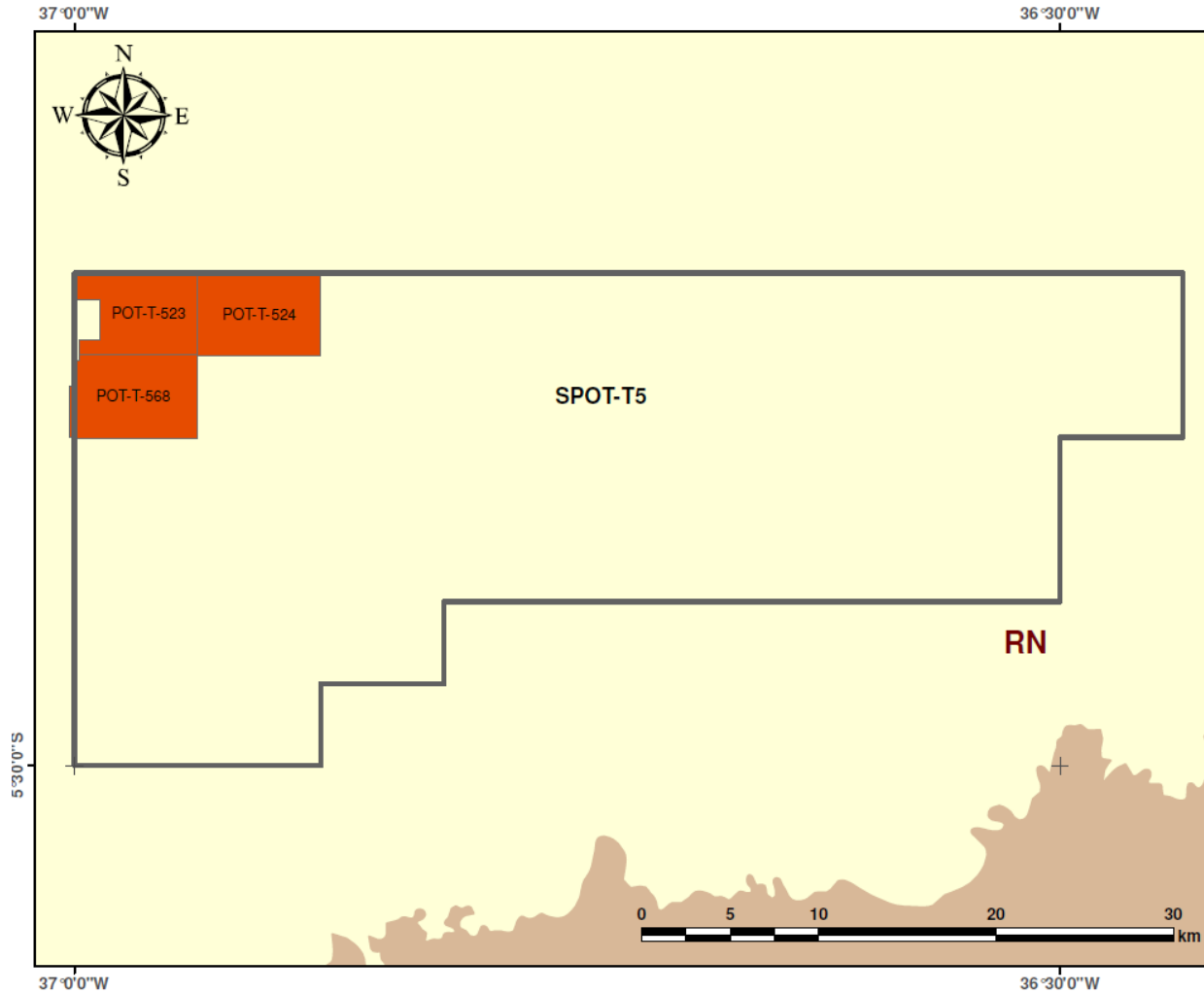
Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:380.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos -SDT



# Blocos Exploratórios - Setor SPOT-T5 - Bacia Potiguar

## Exploratory Blocks - SPOT-T5 Sector - Potiguar Basin



### Legenda / Legend

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

#### DADOS DO MAPA:

Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:220.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos -SDT

POT-T-209	-05:24:42.657,-37:13:46.223	-05:20:01.405,-37:12:40.598
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POT-T-210	-05:25:00.000,-37:15:00.000	-05:20:01.405,-37:13:36.848
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-04:47:30.000,-37:18:45.000	POT-T-519	-05:20:01.405,-37:13:55.598
-04:50:00.000,-37:18:45.000	-05:15:00.000,-37:12:21.847	-05:20:01.405,-37:14:04.973
-04:50:00.000,-37:22:30.000	-05:15:00.000,-37:11:15.000	-05:20:01.405,-37:14:14.348
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POT-T-196	-05:15:01.402,-37:11:16.222	-05:20:09.375,-37:14:23.723
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-04:45:01.387,-37:24:51.853	-05:15:38.903,-37:11:16.222	POT-T-609
-04:45:01.387,-37:24:42.478	-05:15:48.278,-37:11:16.222	-05:20:09.375,-37:15:00.000
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-04:45:01.387,-37:24:23.728	-05:16:07.028,-37:11:16.222	-05:20:10.780,-37:14:23.723
-04:45:01.387,-37:24:14.353	-05:16:16.403,-37:11:16.222	-05:20:20.155,-37:14:23.723
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POT-T-654	-05:15:20.152,-37:14:04.973	-05:20:57.655,-37:11:16.222
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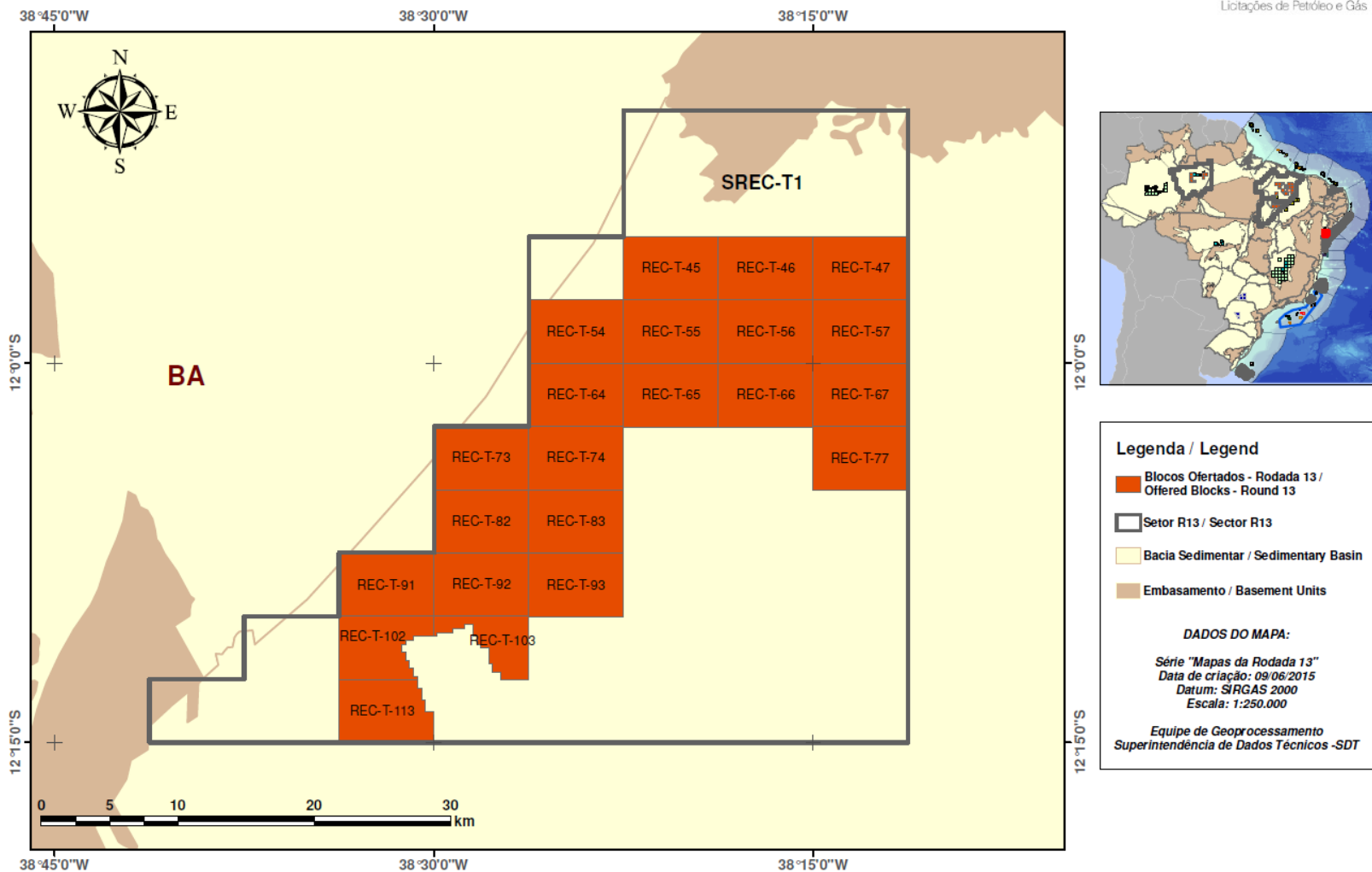
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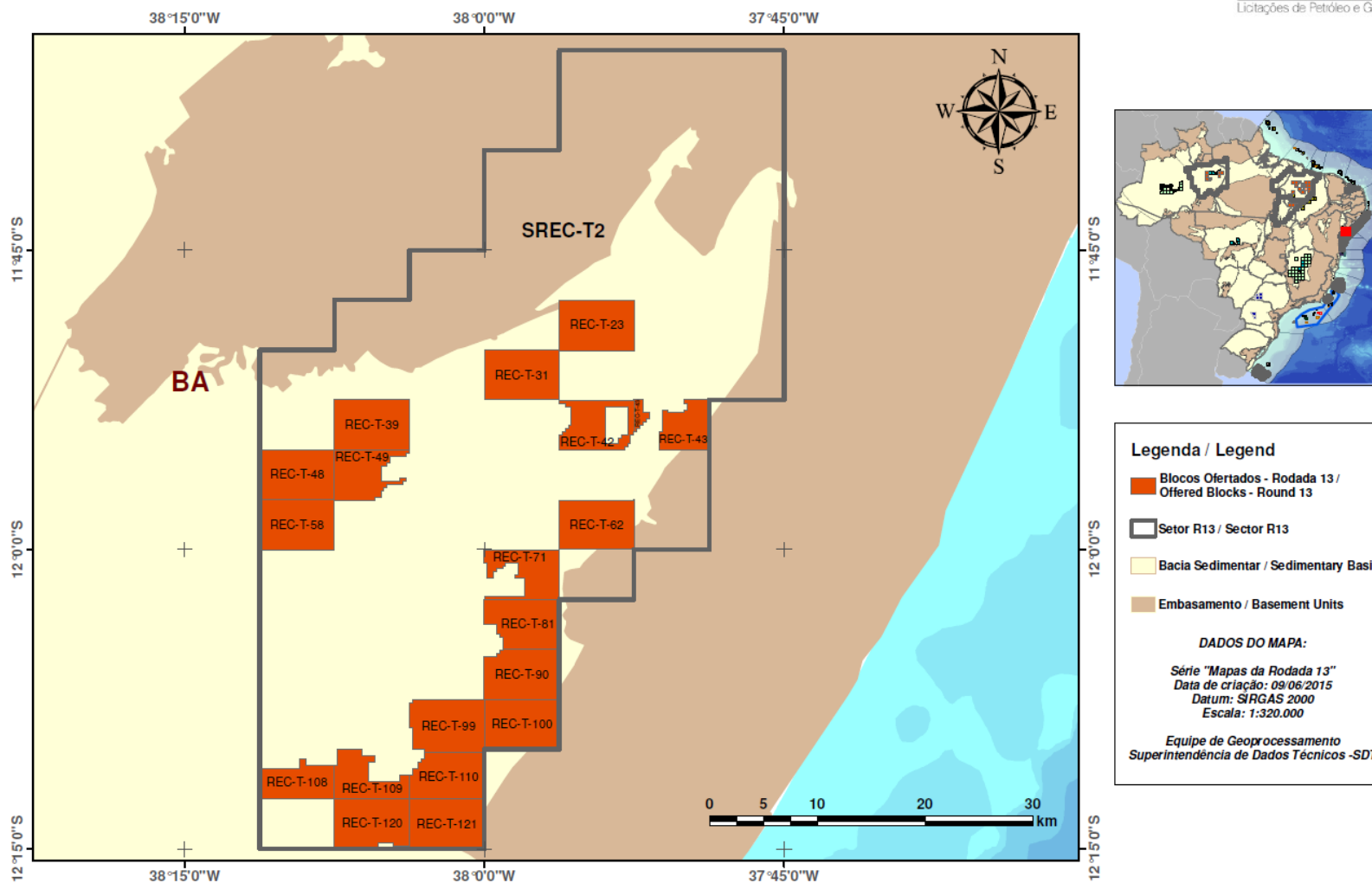
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### Blocos Exploratórios - Setor SREC-T1 - Bacia do Recôncavo Exploratory Blocks - SREC-T1 Sector - Recôncavo Basin



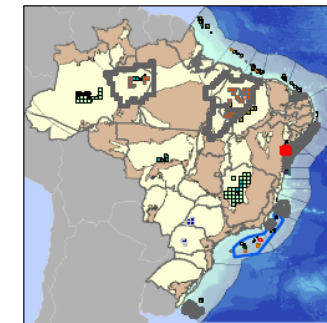
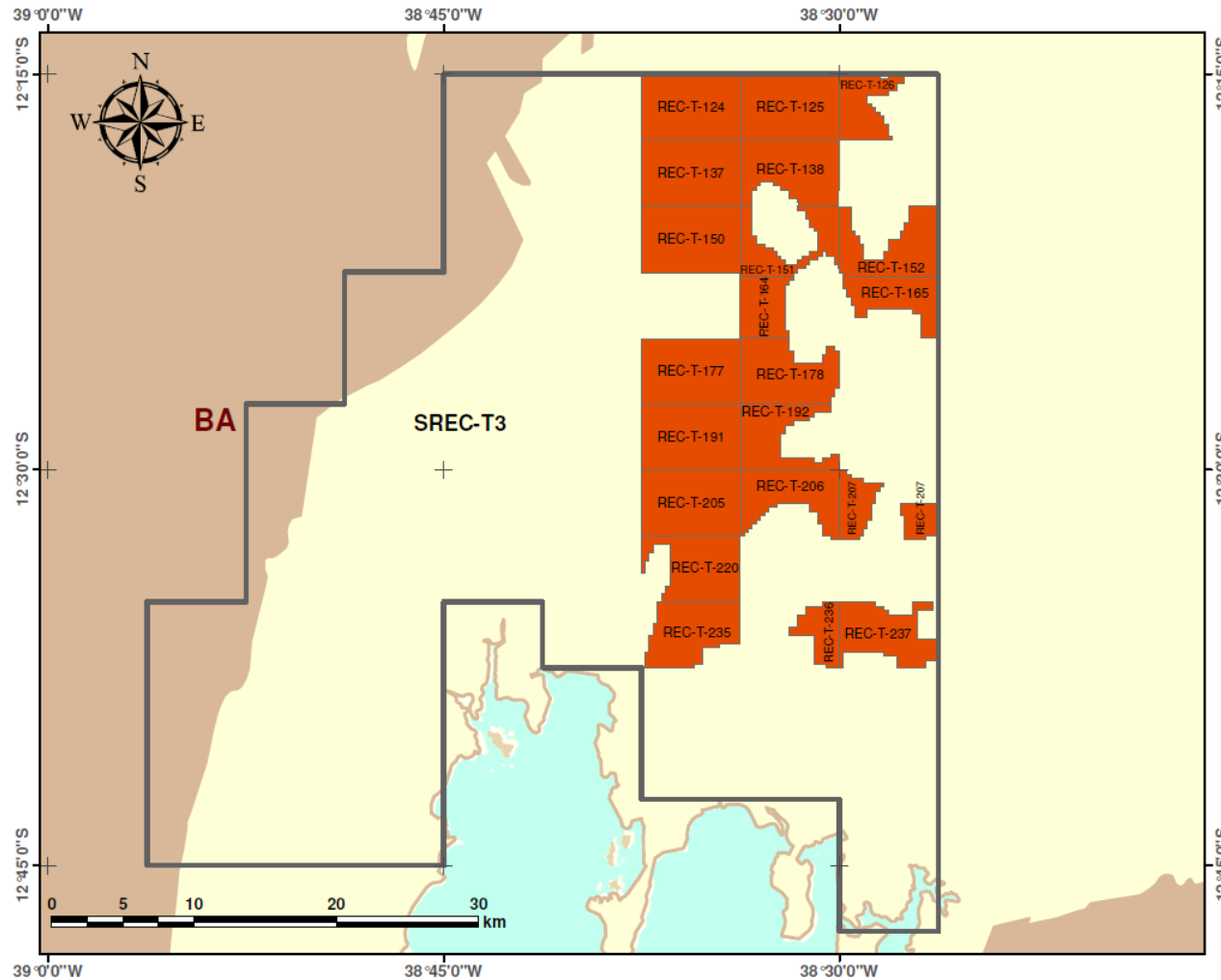
**Blocos Exploratórios - Setor SREC-T2 - Bacia do Recôncavo**  
*Exploratory Blocks - SREC-T2 Sector - Recôncavo Basin*





## Blocos Exploratórios - Setor SREC-T3 - Bacia do Recôncavo

### Exploratory Blocks - SREC-T3 Sector - Recôncavo Basin



**Legenda / Legend**

- Blocos Ofertados - Rodada 13 / Offered Blocks - Round 13
- Setor R13 / Sector R13
- Bacia Sedimentar / Sedimentary Basin
- Embasamento / Basement Units

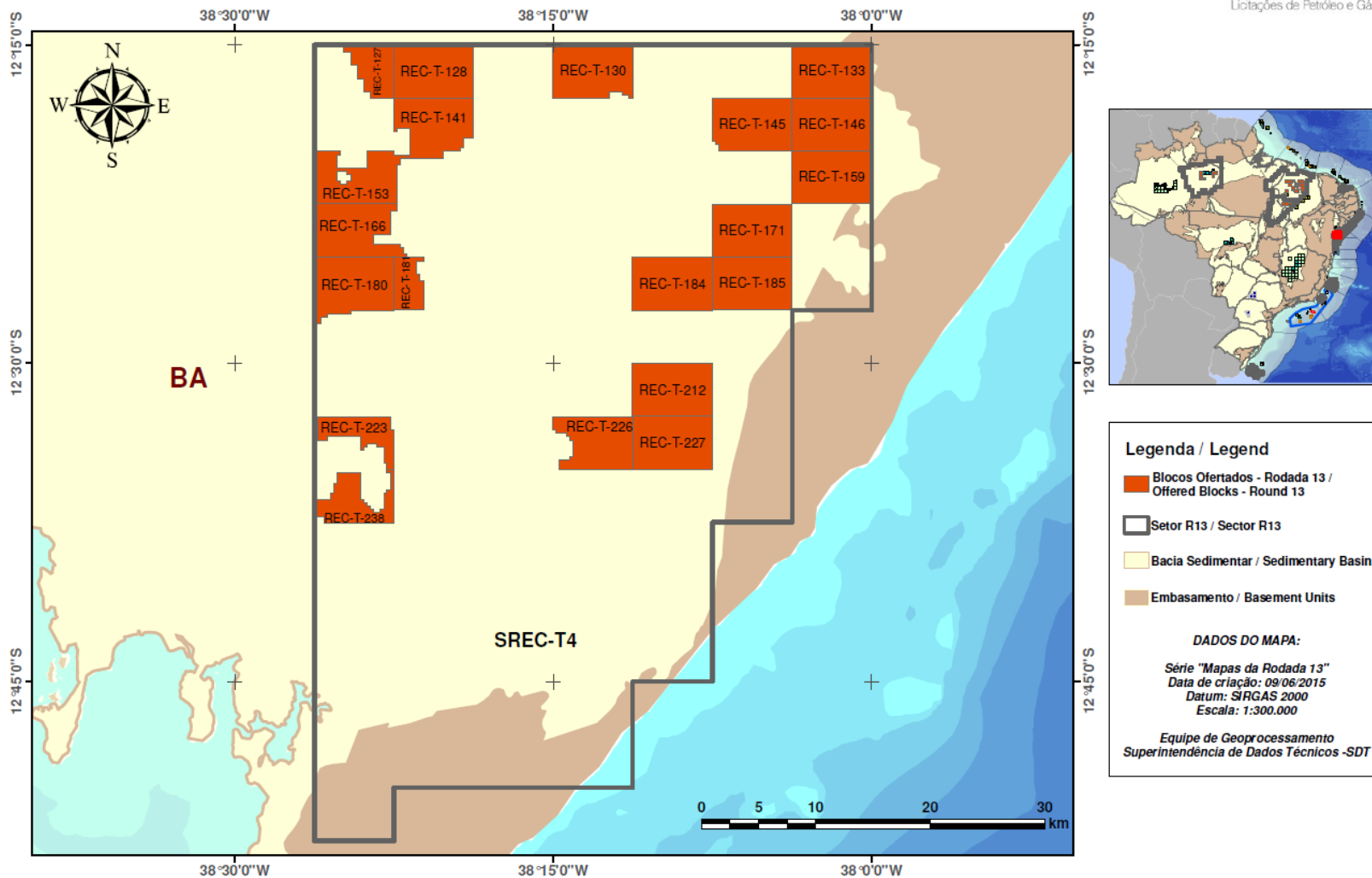
**DADOS DO MAPA:**

Série "Mapas da Rodada 13"  
Data de criação: 09/06/2015  
Datum: SIRGAS 2000  
Escala: 1:270.000

Equipe de Geoprocessamento  
Superintendência de Dados Técnicos -SDT

## Blocos Exploratórios - Setor SREC-T4 - Bacia do Recôncavo

### Exploratory Blocks - SREC-T4 Sector - Recôncavo Basin



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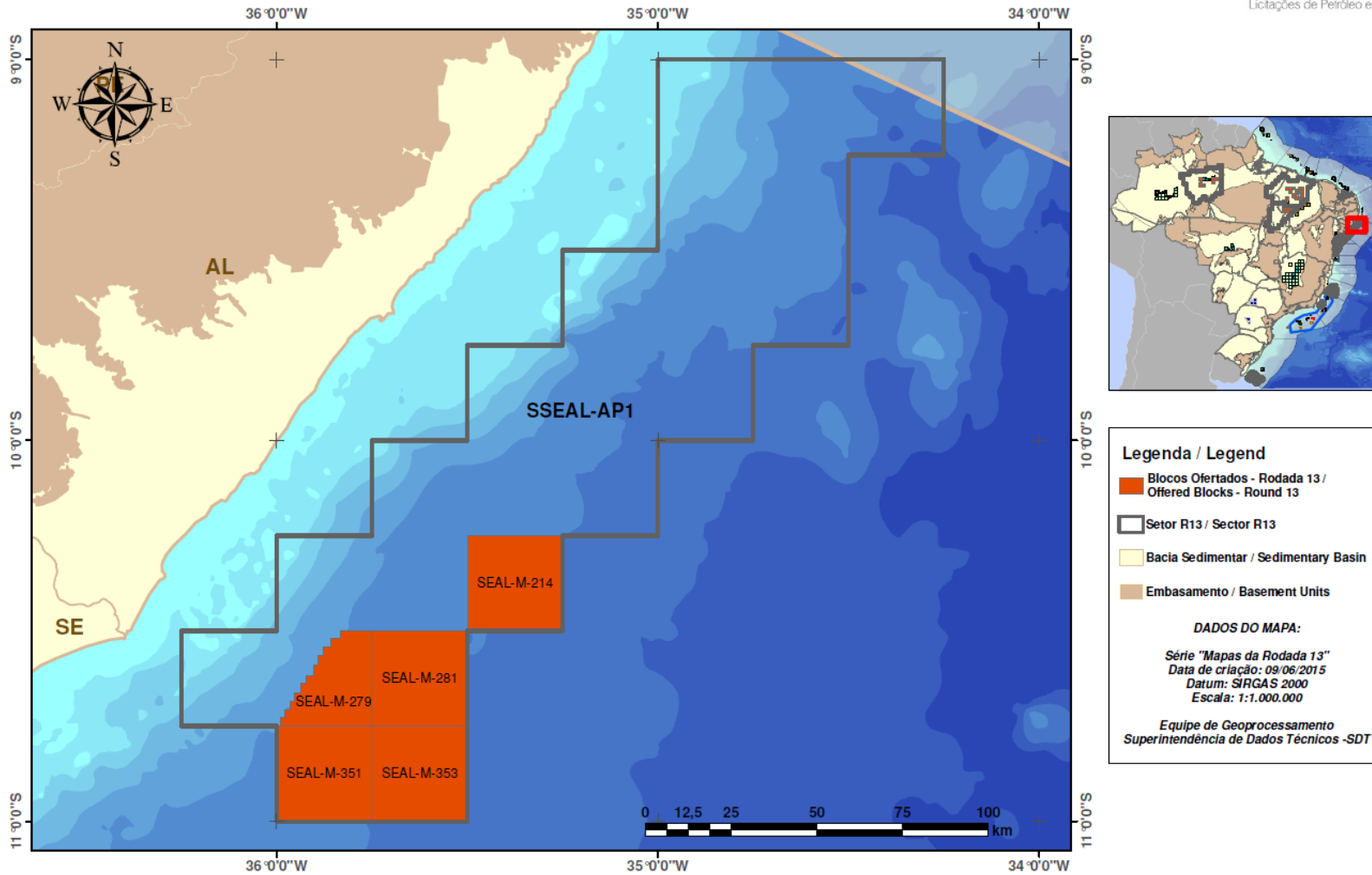
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## Blocos Exploratórios - Setor SSEAL-AP1 - Bacia de Sergipe-Alagoas

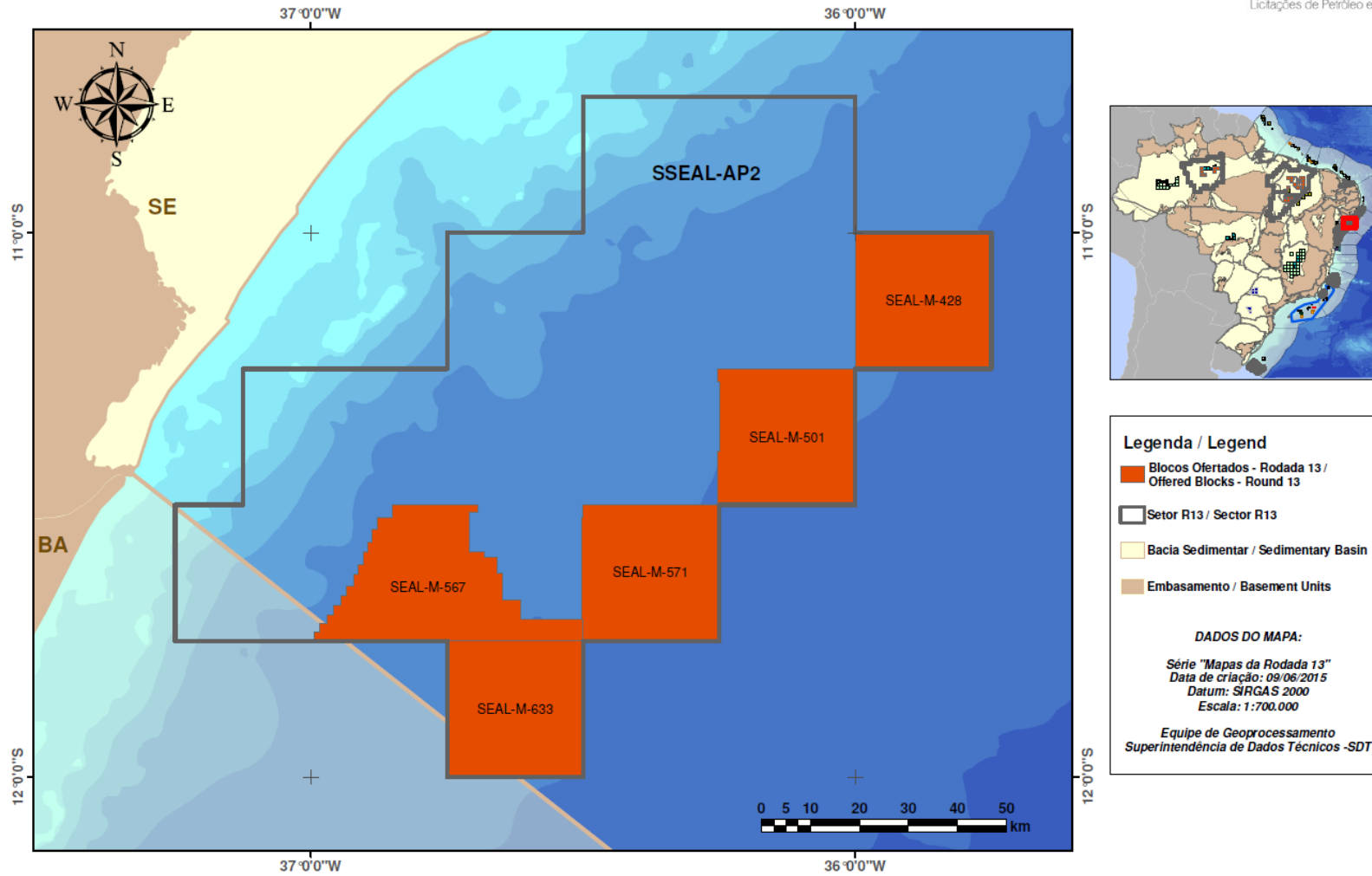
Exploratory Blocks - SSEAL-AP1 Sector - Sergipe-Alagoas Basin





## Blocos Exploratórios - Setor SSEAL-AP2 - Bacia de Sergipe-Alagoas

### Exploratory Blocks - SSEAL-AP2 Sector - Sergipe-Alagoas Basin



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SEAL-M-501	-11:15:01.619,-36:12:49.959	-11:15:01.605,-36:01:25.577
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-11:18:37.199,-36:15:01.210	-11:15:01.664,-36:06:16.205	-11:37:39.375,-36:54:50.625
-11:18:27.824,-36:15:01.210	-11:15:01.663,-36:06:06.830	-11:36:33.750,-36:54:50.625
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-11:15:01.583,-36:14:33.085	-11:15:01.635,-36:03:08.703	-11:45:00.000,-36:15:00.000
-11:15:01.587,-36:14:23.709	-11:15:01.632,-36:02:59.328	-11:45:00.000,-36:30:00.000
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-11:30:48.453,-36:30:01.219	-11:30:00.000,-36:15:00.000	-10:53:18.438,-36:00:01.200
-11:30:39.078,-36:30:01.219	SEAL-M-279	-10:53:09.063,-36:00:01.200
-11:30:29.703,-36:30:01.219	-10:45:00.000,-35:59:22.500	-10:52:59.688,-36:00:01.200
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-11:30:10.953,-36:30:01.219	-10:43:35.625,-35:58:45.000	-10:52:40.938,-36:00:01.200
-11:30:01.578,-36:30:01.219	-10:42:30.000,-35:58:45.000	-10:52:31.563,-36:00:01.200
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-11:30:01.588,-36:29:23.719	-10:39:41.250,-35:57:11.250	-10:51:54.063,-36:00:01.200
-11:30:01.591,-36:29:14.344	-10:39:41.250,-35:56:15.000	-10:51:44.688,-36:00:01.200
-11:30:01.593,-36:29:04.969	-10:38:16.875,-35:56:15.000	-10:51:35.313,-36:00:01.200
-11:30:01.595,-36:28:55.593	-10:38:16.875,-35:55:18.750	-10:51:25.937,-36:00:01.200
-11:30:01.598,-36:28:46.218	-10:37:01.875,-35:55:18.750	-10:51:16.562,-36:00:01.200
-11:30:01.600,-36:28:36.843	-10:37:01.875,-35:54:13.125	-10:51:07.187,-36:00:01.200
-11:30:01.602,-36:28:27.468	-10:35:18.750,-35:54:13.125	-10:50:57.812,-36:00:01.200
-11:30:01.604,-36:28:18.093	-10:35:18.750,-35:53:26.250	-10:50:48.437,-36:00:01.200
-11:30:01.606,-36:28:08.718	-10:33:54.375,-35:53:26.250	-10:50:39.062,-36:00:01.200
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-11:30:01.612,-36:27:31.218	-10:31:05.625,-35:51:24.375	-10:50:01.562,-36:00:01.200
-11:30:01.614,-36:27:21.843	-10:31:05.625,-35:50:00.000	-10:49:52.187,-36:00:01.200
-11:30:01.615,-36:27:12.467	-10:30:00.000,-35:50:00.000	-10:49:42.812,-36:00:01.200
-11:30:01.617,-36:27:03.092	-10:30:00.000,-35:49:41.250	-10:49:33.437,-36:00:01.200
-11:30:01.618,-36:26:53.717	-10:30:00.000,-35:45:00.000	-10:49:24.062,-36:00:01.200
-11:30:01.619,-36:26:44.342	-10:45:00.000,-35:45:00.000	-10:49:14.687,-36:00:01.200
-11:30:01.620,-36:26:34.967	-10:45:00.000,-35:59:22.500	-10:49:05.311,-36:00:01.200
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-11:30:01.622,-36:26:16.217	-10:45:00.000,-36:00:00.000	-10:48:46.561,-36:00:01.200
-11:30:01.623,-36:26:06.842	-10:45:00.000,-35:59:22.500	-10:48:37.186,-36:00:01.200
-11:30:01.623,-36:25:57.467	-10:45:00.000,-35:45:00.000	-10:48:27.811,-36:00:01.200
-11:30:01.624,-36:25:48.092	-11:00:00.000,-35:45:00.000	-10:48:18.436,-36:00:01.200
-11:30:01.625,-36:25:38.717	-11:00:00.000,-36:00:01.201	-10:48:09.061,-36:00:01.200
-11:30:01.625,-36:25:29.342	-10:59:52.191,-36:00:01.201	-10:47:59.686,-36:00:01.200
-11:30:01.625,-36:25:19.966	-10:59:42.816,-36:00:01.201	-10:47:50.311,-36:00:01.200
-11:30:01.626,-36:25:10.591	-10:59:33.441,-36:00:01.201	-10:47:40.936,-36:00:01.200
-11:30:01.626,-36:25:01.216	-10:59:24.066,-36:00:01.201	-10:47:31.561,-36:00:01.200
-11:30:01.626,-36:24:51.841	-10:59:14.691,-36:00:01.201	-10:47:22.186,-36:00:01.200
-11:30:01.626,-36:24:42.466	-10:59:05.316,-36:00:01.201	-10:47:12.811,-36:00:01.200
-11:30:01.626,-36:24:33.091	-10:58:55.941,-36:00:01.201	-10:47:03.436,-36:00:01.200
-11:30:01.626,-36:24:23.716	-10:58:46.566,-36:00:01.201	-10:46:54.060,-36:00:01.200
-11:30:01.626,-36:24:14.341	-10:58:37.191,-36:00:01.201	-10:46:44.685,-36:00:01.200
-11:30:01.625,-36:24:04.966	-10:58:27.816,-36:00:01.201	-10:46:35.310,-36:00:01.200
-11:30:01.625,-36:23:55.591	-10:58:18.441,-36:00:01.201	-10:46:25.935,-36:00:01.200
-11:30:01.625,-36:23:46.216	-10:58:09.065,-36:00:01.201	-10:46:16.560,-36:00:01.200
-11:30:01.624,-36:23:36.841	-10:57:59.690,-36:00:01.201	-10:46:07.185,-36:00:01.200
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-11:30:01.623,-36:23:18.090	-10:57:40.940,-36:00:01.200	-10:45:48.435,-36:00:01.200
-11:30:01.622,-36:23:08.715	-10:57:31.565,-36:00:01.200	-10:45:39.060,-36:00:01.200
-11:30:01.621,-36:22:59.340	-10:57:22.190,-36:00:01.200	-10:45:29.685,-36:00:01.200
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-11:30:01.617,-36:22:21.840	-10:56:44.690,-36:00:01.200	-10:45:09.375,-36:00:00.000
-11:30:01.616,-36:22:12.465	-10:56:35.315,-36:00:01.200	-10:45:00.000,-36:00:00.000
-11:30:01.614,-36:22:03.090	-10:56:25.940,-36:00:01.200	SEAL-M-428
-11:30:01.613,-36:21:53.715	-10:56:16.565,-36:00:01.200	-11:00:00.000,-35:45:00.000
-11:30:01.611,-36:21:44.340	-10:56:07.190,-36:00:01.200	-11:15:00.000,-35:45:00.000
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-11:30:01.586,-36:19:51.839	-10:54:14.689,-36:00:01.200	-11:13:27.822,-36:00:01.202

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-11:02:12.817,-36:00:01.201  
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-11:01:16.567,-36:00:01.201  
-11:01:07.192,-36:00:01.201  
-11:00:57.817,-36:00:01.201  
-11:00:48.442,-36:00:01.201  
-11:00:39.067,-36:00:01.201  
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-10:30:00.000,-35:45:00.000  
-10:30:00.000,-35:30:00.000  
SEAL-M-214  
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-10:15:00.000,-35:15:00.000  
-10:30:00.000,-35:15:00.000  
-10:30:00.000,-35:30:00.000  
-10:15:00.000,-35:30:00.000

## ANEXO II - REQUEST FOR DOCUMENTS UTILIZATION

The business company [insert the name of the business company], represented by its representative (s) (s) accredited (s), hereby request the National Agency of Petroleum, Natural Gas and Biofuels (ANP), with a view to its [insert description or qualification] in the 13th Bidding Round, 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 a year, and attest that it may have existing information as of this date, under the penalties provided for by applicable legislation.

Filing instructions:

a) in Table 17, scoring a  next to each document for which the benefit is being requested (to be tapped, the document must have been submitted to the ANP to the registration or qualification purposes in bids or assignment of rights and obligations, term less than one year, and apply the rules of this final tender protocol );

b) complete the round number of bids or the sale of the object of the contract rights and obligations for (a) where the document was presented;

c) fill in the end, the relative local fields, date and name (s) representative (s) accredited (s), watching the presentation rules of documents provided in section 3 of this final tender protocol .

**Table17 –Documentation**

☒	Nº	Document	Nº Round Session
	1	Bylaws	
	2	Proof of the powers of the legal representatives and the (s) latest (s) act (s) related (s) the election / appointment of such representatives.	
	3	Fulfillment of any conditions for the exercise of the powers of representatives, as provided in the articles of incorporation.	
	4	Declaration of today's corporate documents..	
	5	Organization chart with all the control chain of the corporate group.	
	6	Proof that it is organized and functioning regularly under the laws of your country.	
	7	CNPJ Registration	
	8	Clearance certificate debit or positive-negative effect (RFB and PGFN)	

<input checked="" type="checkbox"/>	Nº	Document	Nº Round Session
	9	FGTS Regularity Certificate - CRF	
	10	Certificate of negative or positive labor debts with negative effect (CNDT)	
	11	TechnicalSummary	
	12	SMS highlights	
	13	Financial statements from last 3 years	
	14	Opinions of the independent auditors	
	15	Summary financial statements.	
	16	Equivalent documentation to the final tender protocol requirements, if applicable - section 3.1.1	
	17	Other: [discriminating]	

Cordially,

\_\_\_\_\_

signature

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

Place and date: [insert place and date]

## **ANNEX III – AUTHORIZATION FOR DISCLOSURE OF INFORMATION OF BUSINESS CORPORATION**

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

Society corporate business: [insert the name of the business company]

Contact Information:

Name: [insert name of the person to contact]

Title: [insert title of the person to contact]

Phone: [insert the person's phone number to contact]

Fax: [insert the person's fax number to contact]

E-mail: [insert email address of the contact person]

Basins of interest: [insert name / acronym of the basins that the business company has an interest]

Notes: [insert any comments]

The [insert name of the business company] declares also be aware that:

a) the ANP it shall not guarantee the authenticity of the above information and is not responsible for any errors in the transcription of such information;

b) the business company it shall be fully responsible for any contacts that might establish, or any agreements which it signed, arising from the publication of the above information and not therefore the ANP, the responsibility for any consequences, costs or damage them resulting;

c) may not be disclosed, as a result of contacts that business corporations may establish any confidential information related to the data of the technical data package provided by ANP, except those permitted by the confidentiality agreement of the 13th Bidding Round;

d) the business company must ensure, prior to the discussion of confidential information for a possible partner, that it paid the applicable rates of interest and referred the confidentiality agreement in accordance with Annex VIII, the ANP;

e) the information of the modification request above shall be conducted with the new authorization submitted to the ANP, in accordance with this Annex and its eventual publication it shall be made in accordance with the established by the Agency;

f) the ANP reserves the right not to publish any information or comments it deems inappropriate or incorrect.

---

[Signature]

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

Place and date: [insert place and date]



## ANEXO IV –PARTICIPATION FEE PAYMENT

Society business corporate [insert the name of the business company], represented by its representative (s) (s) accredited (s), under the penalties provided for in applicable legislation, states that it shall pay participation rates corresponding to the sectors indicated below and who is aware of the values of participation rates, as well as all other provisions of the final tender protocol of 13th Bidding Round.

**Tabela 18 – Participation Fee Payment**

<input checked="" type="checkbox"/>	Sector
	Amazonas (SAM-O)
	Camamu Almada (SCAL-AP1, SCAL-AP2)
	Campos (SC-AR3)
	Espírito Santo (SES-AP1, SES-AP2)
	Jacuípe (SJA-AP)
	Parnaíba (SPN-N, SPN-O)
	Pelotas (SP-AP4, SP-AUP4)
	Pelotas (SP-AR4)
	Potiguar (SPOT-T2, SPOT-T3)
	Potiguar (SPOT-T4, SPOT-T5)
	Recôncavo (SREC-T1, SREC-T2)
	Recôncavo (SREC-T3, SREC-T4)
	Sergipe-Alagoas (SSEAL-AP1, SSEAL-AP2)
	Allsectors

The [insert name of the business company] declares also be aware that the ANP it shall not entertain any request for reimbursement of participation fees if the entrepreneurial company it shall not qualify or does not obtain the required qualification.

[Add the paragraph below if those receiving the technical data package is not accredited representative of the business company]

The [insert name of the business company] authorize [insert name of the person authorized to receive the technical data package], identification number [insert number of identification document] position [insert position], to receive technical data package on your behalf.

---

[Signature]

Signed by: [insert name (s) (s) (s) representative (s) accredited (s) or legal representative of the business company]

Place and date: [insert place and date]

## ANNEX V – DECLARATION OF CURRENT CORPORATE BYLAWS

The business company [insert the name of the business company], represented by its representative (s) (s) accredited (s), under the penalties provided for in applicable legislation, declares for submission to the National Agency of Petroleum, Natural Gas and Biofuels (ANP ), in order to meet the requirements of the final tender protocol of 13th Bidding Round, (i) copy of the latest version of its charter or status with current provisions, (ii) proof of the powers and the names of its legal representatives, and (iii) evidence of fulfillment of any conditions to the exercise of the powers of the legal representatives, as provided for in the articles of incorporation, if applicable.

The [insert name of the business company] states further that the legal representatives of the business company to sign documents submitted to the ANP, on the 13th Bidding Round, have full power to do so, which can be verified by consulting the following documents / provisions:

Filing instructions:

a) In Table 19, scoring a  of each document to (presented for registration purposes, rating or contract signing) which contains provisions relating to verification of powers and the names of legal representatives. If there are other documents to be used for such proof, these should be detailed in item (4).

b) In the field verification of powers and legal guardians names:

b.1) Fill in the "Device" the numbers of the clauses, articles, sections, paragraphs, paragraphs, etc. deliberations related to verification of powers and the names of the legal representatives;

b.2) Fill in the column "Numbers of leaves," the numbers of constant leaves the set of documents submitted to the ANP for registration purposes, rating or contract signing, referring to clauses, articles, sections, paragraphs, paragraphs, deliberations etc., aimed at proving the powers and the names of the legal representatives.

c) In the field limitations for the exercise of the powers of the legal representatives:

c.1) meets the column "Device" and "Numbers of leaves," as per the instructions of (b.1) and (b.2) above with regard to devices where 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

**Tabela 19 - DECLARATION OF CURRENT CORPORATE BYLAWS**

<input checked="" type="checkbox"/>	Nº	Document	Provision	Pages
Entitlement of PoA				
	1	Bylaws		
	2	Company acts addressed to election of the board		
	3	Document granting full proper entitlement		
	4	Outros: [discriminar]		
Limited power via PoA:				
	5	Bylaws		
	6	Outros: [discriminar]		

\_\_\_\_\_

[assinatura]

Assinado por: [inserir o(s) nome(s) do(s) representante(s) credenciado(s) da sociedade empresarial]

Local e data: [inserir local e data]

## ANNEX VI – POWER OF ATTORNEY FOR ACCREDITED REPRESENTATIVES

By the present mandate instrument, [insert the name of the business company], incorporated and existing under the laws of (a) [insert name of the country of origin of society society], based on [insert address of headquarters society company], through its representative (s) (s) Legal (s) [insert name (s) (s) (s) representative (s) Legal (s) of the business company], herein named, the representative (s) accredited (s), [insert name and full qualification (nationality, place of birth, marital status, occupation, civil registration, address, phone, email, etc.) (s) representative (s) accredited (s) awarded (s) by proxy], his (s) lot (s) attorney (s) to represent it before the National Agency of Petroleum, Natural Gas and Biofuels - ANP in matters related to 13th Bidding Round, with special powers to practice the acts and assume responsibility relative to negotiate and the proposal to be submitted and may, therefore, receive, submit and sign documents, receive summons and subpoenas, respond administratively and judicially, remove technical data packages , authorize others to take them, pay taxes, propose, resort, contrarrazoar, wake up, still being able to practice other acts necessary for the faithful compliance of this mandate is forbidden substitution.

In this same act, [insert the name of the business company] names, yet, as a representative (s) accredited (s) for signature of concession contracts, [insert name and full qualification (nationality, place of birth, marital status, profession , civil registration, address, phone, email, etc.) (s) representative (s) accredited (s) awarded (s) by proxy with powers to sign the concession contract] your (s) lot (s) attorney (s) duly empowered to sign the concession contracts awarded in the 13th Bidding Round, and may perform other acts necessary for the faithful compliance of this mandate is forbidden substitution.

---

[Signature]

Signed by: [insert name (s) (s) (s) representative (s) Legal (s) of the business company]

Title: [insert (s) charge (s) (s) representative (s) Legal (is) the company]

Place and date: [insert place and date]

REPRESENTATIVE ACCREDITED HOME:

NAME: [insert the name of the primary authorized representative]

ADDRESS: [insert mailing address of the primary authorized representative]

PHONE, FAX AND E-MAIL: [insert telephone, fax and e-mail the main accredited representative]

## **ANNEX VIII – CONFIDENTIALITY AGREEMENT**

Society [insert name of company business], represented by its representative (s) (s) accredited (s), under the penalties provided for in applicable legislation, declaring his interest in participating in the 13th Bidding Round for grant of concession contracts exploration and production of oil and natural gas in Brazil and recognizes the procedures and rules for participating in the bidding for qualification and for signing the concession contract with the National Agency of Petroleum, Natural Gas and Biofuels (ANP).

The [insert name of company business] declares also be aware that:

- a) receive the technical data package relating to the 13th Bidding Round, to be removed by the ANP. This may contain: 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, society empresarials members of a group of formal companies and by companies related by a controlling relationship in common direct or indirect and it may employees, agents and consultants, (i) have a need to know such data to perform services related to the 13th Bidding Round and (ii) have been informed and agree to abide by the restrictions in this confidentiality agreement;
- c) if, due to applicable law, decree, 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 measures; and
- d) if requested by the ANP, shall destroy or return all the technical data package.

The [insert name of company business] declares also be aware that it is only 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 ) and that these "data and information on the Brazilian sedimentary basins are part of the national oil resources and being therefore public and federal goods" (Resolution ANP no 11/2011), for the exclusive purposes of study and formulation of proposals for the 13th Round Bidding.

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

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

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

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[Signature]

Signed by: [insert name (s) (s) (s) representative (s) accredited (s) or legal representative of the business society]

Place and date: [insert place and date]



**ANNEX IX –COMMITMENT AGREEMENT OF ADEQUACY OF THE CORPORATE PURPOSE**

The business society [insert name of company business], represented by its representative (s) (s) accredited (s), declares his interest in participating in the 13th Bidding Round, whose purpose is the granting of the concession agreements for exploration and oil and natural gas in Brazil, and recognizes the procedures and rules for qualification for bidding in general and signing concession agreements with the National Agency of Petroleum, Natural Gas and Biofuels (ANP).

The [insert name of company business] states further that undertakes, should it be declared winner of the bid, and the concession agreement signing purposes, to suit its purpose, or engaged its affiliate ( existing or to be incorporated) that may be indicated to sign such agreement, exploration and production of oil and natural gas.

This term it shall 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 Justice, Judiciary Section of Rio de Janeiro, to the exclusion of any other, however privileged whatever.

\_\_\_\_\_  
[Signature]

Signed by: [insert name (s) (s) (s) representative (s) accredited (s) of business society]

Place and date: [insert place and date]

## **ANNEX XI –MODEL OF BID BONDS**

### **PART 1 - MODEL OF BID BONDS LETTER OF CREDIT**

#### **LETTER OF CREDIT IN CHARACTER OF WARRANTY IRREVOCABLE**

**ISSUED IN [insert name of Bank]**

**Business society bidder: [insert name of corporate society]**

**Term:**

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

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

**Number: [insert the Charter of the number of credit]**

**Face Value: £ [insert nominal value]**

**THE**

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

**Licensing Rounds Promotion - SPL**

**Av.Rio White, 65 - 18th floor - Centro**

**Rio de Janeiro - RJ - Brazil - CEP 20090-004**

Dear Sirs:

1. [insert name of Bank], organized under the laws of the Federative Republic of Brazil, the Issuer has, 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 No. Irrevocable Guarantee [insert number Letter of Credit], whereby the Issuer authorizes ANP to draw in a single drawing, the amount of R \$ [insert Face Value] upon submission of a Draft 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, from 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 a 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 service can only be made based herein, upon presentation by the ANP to the Issuer of a sight draft, as attached hereto as Exhibit 1 ("Draft") together with a certificate executed by the ANP in the model attached hereto as Exhibit 2 ("Drawing Certificate"). Presentation of a Draft and Drawing Certificate must be made at the Issuer's office in Rio de Janeiro, situated [insert

address of the Issuer], or any other address in Rio de Janeiro, the Issuer may designate to ANP by made of notification under the provisions of Clause 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 shall pay the Face Amount as established procedure in the Drawing Certificate. The Issuer shall pay to the banking day immediately following submission of the application.

5. This Letter of Credit it shall expire on the date the earliest of the following events: (i) presentation of resignation to the Issuer in the form attached hereto as Exhibit 3 ("Expiration Certificate"), (ii) irrevocable payment by the Issuer the ANP, as prescribed in Clause 4 of this Letter of Credit, the Face Amount upon a drawing made hereunder, or (iii) on maturity set out in Section 5.2 of the final tender protocol of the 13th Bidding Round. Notwithstanding the foregoing, any withdrawal made according to the here given before the expiration of this Letter of Credit shall be honored by the Issuer. If the Issuer's office designated 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 it shall be extended to the next Banking Day on which such office is open.

6. Only the ANP may withdraw this Letter of Credit and to exercise any other rights set forth herein.

7. All final tender protocol s, 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 forwarded to the address below:

To the Issuer:

[Insert name of Issuer]

[Insert address of the Issuer]

[Insert postal code]

[Insert city name]

To the ANP:

13th Bidding Round

Licensing Rounds Promotion - SPL

Avenida Rio Branco 65, 18th floor.

20090-004

Rio de Janeiro - RJ Brazil

Fax: (21) 2112-8539

8. Addresses and fax numbers for routing information, refer to this Letter of Credit may be changed by the Issuer or the ANP by final tender protocol 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 undertaking shall not in any way altered or amended by reference to any document, instrument or agreement referred to herein, except the Money Order, the voucher Serve and any Expiration Certificate.

10. This Letter of Credit, the terms and conditions herein and for the purpose intended, is a valid, legal and binding document in the square of its collection, and the Issuer may not oppose the ANP claim of any kind that prevents its full and complete implementation.

Regards,

[Insert name of Bank]

\_\_\_\_\_  
[Signature]

Name: [insert name responsible for issuing]  
Title: [insert the person in charge for issuing]

**Document 2**

**Drawing Certificate model**

This refers to the Letter of Credit, No [insert the Letter of Credit number] dated [insert date in the format day / month / year] issued by [insert name of Issuer] in favor of 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 final tender protocol of the 13th Bidding Round.

I, the undersigned, duly authorized to execute this certificate on behalf of ANP, hereby certify that, due to the 13th Bidding Round, the offeror company business [insert name of company business] incurred in the event of execution offering guarantees laid down section 5.5 (Implementation of the bid bond) the final tender protocol of the 13th Bidding Round.

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

The ANP it shall provide the procedures for payment.

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

[Signature]

Name: [insert name responsible for issuing]

Title: [insert the person in charge for issuing]

**Document 3**

**Disclaimer Proof of model**

This refers to the Letter of Credit in character Guarantee Irrevocable, No [insert the Letter of Credit number] dated [insert date in the format day / month / year] issued by [the name of inseriro Issuer] in favor of the ANP.

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

I, the undersigned, being duly authorized to execute this certificate on behalf of ANP, certifies the occurrence of one of the exoneration of the issues specified in Section 5.6 (Withdrawal and return of the bid bond) the final tender protocol of the 13th Bidding Round. The date of withdrawal becomes the date of this voucher.

This certificate was signed by the undersigned on [insert day] of [insert month], [inserir year].

---

[Signature]

Name: [insert name responsible for issuing]

Title: [insert the person in charge for issuing]

## **ANNEX XI – BID BONDS BIDDING OFFER DRAFT**

### **PART 2 – MODEL OF INSURANCE COVERAGE FOR BID BONDS**

POLICY No. [insert policy number]

The [insert name of company business insurance], [insert registration number CNPJ], based on [insert address of company business insurance] through this POLICY Insurance Guarantee assures the INSURED, NATIONAL AGENCY OIL, GAS NATURAL AND BIOFUELS - 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 name (s) of company (ies) Business (s)] [insert registration number CNPJ], based on [insert address of the business insurance company], up to the amount of R \$ [insert amount in words], in the form and object described below.

#### **DESCRIPTION WARRANTY**

(Style, value and sometime in the Concession Agreement)

Type Insurance Coverage Term

Home End

Bidder £ [insert Face Value]

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

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

#### **OBJECT OF WARRANTY**

Indemnity guarantee in the amount fixed in the Policy, considering the reduction of the guaranteed value, by default the TAKER in relation to the cases provided for in section 5.5 of the BID FINAL TENDER PROTOCOL FOR CONCESSION CONTRACT GRANTING TO OPERATING ACTIVITIES AND PRODUCTION OF OIL AND GAS NATURAL the 13th Bidding Round.

The amount guaranteed by this policy is \$ [insert Nominal Amount] ([insert amount in words] real).

The award of this policy is \$ [insert Nominal Amount] ([insert amount in words] real).

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

- Document I - General and Special Conditions as SUSEP Circular No. 477/2013 and the Schedule;
- Document II Reduction Certificate Model;
- Document III Model of Default Final tender protocol and Indemnity Request;
- Document IV - Completion Certificate Template
- BID FINAL TENDER PROTOCOL FOR OPERATING ACTIVITIES OF EMPLOYMENT AND PRODUCTION OF OIL AND NATURAL GAS - 13th BIDDING ROUND.

This policy is issued in accordance with the Conditions of the Susep Circular No. 477/2013.

It may form an integral part of this policy, the terms of the guarantee overleaf.

[Insert your local print], [insert day of issue] of [insert month's issue] of [insert year of issue].



## **Documento I - CONDIÇÕES GERAIS**

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.

### 1. Object:

1.1. This insurance contract guarantees the faithful fulfillment of obligations by the borrower before the insured under the terms of the policy and to the guarantee amount fixed this, and according to (s) method (s) and / or coverage (s) additional (s) expressly contracted (s), due to participation in bidding on relevant main contract works, services, including advertising, purchasing, concessions and permits under the Powers of the Union, States, Federal District and Municipalities , or even it may obligations due to:

I - administrative proceedings;

II - court proceedings, including tax obligations;

III - administrative subdivisions of tax credits, registered or not, in outstanding debt;

IV - administrative regulations.

1.2. It may are also guaranteed by this insurance amounts owed to the insured, such as fines and damages, arising from the default of obligations assumed by the borrower, provided for by specific legislation in each case.

### 2. Definitions:

Apply to this insurance the following definitions:

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

2.2. Terms: all the provisions common to all types and / or coverage of an insurance plan, which set out the obligations and rights of the Contracting Parties.

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

2.4. Special 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 individuals (makers), where there is an agreement of it shall to form bond and the stipulation of mutual obligations, whatever the name used.

2.6. Endorsement: formal instrument, executed by the insurer that introduces modifications in the policy of guarantee insurance upon request and express consent of the parties.

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

2.8. Maximum Limit guarantee: maximum amount the insurer be liable to the insured due to the severance payment.

2.9. Premium: amount due by the borrower to the insurer, depending on insurance coverage, and should be included in the policy or endorsement.

2.10. Regulatory process of Claim: 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 the issuance of insurance policy, executed in accordance with the legislation in force.

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

2.13. Insured: the government or the Grantor.

2.14. Insurer: the surety insurance company, under the policy of compliance with the obligations assumed by the taker.

2.15. Insurance Guarantee: insurance that assures the faithful compliance with the obligations assumed by the taker before the insured under the terms of the policy.

2.16. Claim: the default of the borrower's obligations covered by insurance.

2.17. Borrower: debtor of the obligations assumed by it before the insured.

3. Acceptance:

3.1. Hiring / change the insurance contract may be made only upon proposal signed by the applicant, its agent or the insurance broker enabled. The written proposal must contain the essentials of examination and risk acceptance.

3.2. The insurer it shall 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 fifteen (15) days to respond on the acceptance or rejection of the proposal, from the date of its receipt, either for new insurance or renewals as well as for 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 substance of the application of new elements to the proposal evaluation or risk assessment.

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

3.4. In the case of non-acceptance of the proposal, the insurer shall inform the fact in writing to the applicant, specifying the reasons for refusal.

3.5. The absence of expression in writing, the insurer within alluded to above, it shall 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 it shall be suspended until the reinsurer is manifested formally communicating the insurer in writing to the applicant, such an eventuality, emphasizing the resulting lack of coverage as long as the suspension.

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

#### 4. Value Assurance:

4.1. The collateral value of this policy is the maximum face value that is guaranteed.

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

4.3. For further modifications made in 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 of issue.

## 5. Insurance Premium:

5.1. The borrower is responsible for paying the premium to the insurer throughout the term of the policy.

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

5.2.1. Not paid by the borrower on the closing date, any portion of the due premium, the insurer may appeal 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 borrower, if any installment with interest, the ability to anticipate the payment of any of the installments, a corresponding reduction in the contracted interest.

5.4. If the deadline for payment of premium for spot or any of its installments match day where there is no bank holiday, the payment could be made on the first business day that there banking hours.

5.5. The insurance company it shall send the bill invoice directly to the borrower or his representative, subject to the minimum of five (5) business days in relation to the respective maturity date.

## 6. Duration:

6.1. For the modalities of guarantee insurance in which there is linking the policy to the principal contract, the term of the policy it shall 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 it shall 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 under the main contract or document which formed the basis for the acceptance of risk by the insurer, the policy period it shall follow such changes, the insurer must issue the endorsement.

6.4. For further modifications made in 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, you can accompany such modifications as long as requested and there is it may accepted Insurer, through the endorsement of issue.

## 7. expectancy, Complaint and Characterization of Claim:

7.1. The expectancy, Complaint and Claim Characterization it shall be specified for each mode in the Special Conditions when fit.

7.2. The insurer it shall describe the Special Conditions documents to be presented to the consummation of the Complaint Sinister.

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

7.3. The Complaint Claims supported by this policy may be made 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 it may conclusion in detail.

## 8. Indemnification:

8.1. Characterized the accident, the insurer it shall fulfill the obligation described in the policy, up to a maximum limit of guarantee, according to one of the following ways as may be agreed between the parties:

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

II - indemnifying against payment in cash, damages and / or penalties caused by default by the borrower, covered by the policy.

8.2. The deadline for compliance with the obligation:

8.2.1. The indemnity payment or the beginning of realization of the main contract object should occur 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 it shall be suspended, restarting your score 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 grievance effects of the policy, the period of thirty (30) days it shall be suspended, restarting your score from the first business day following the revocation of the decision.

8.3. Where there linking the policy to a main contract, all the borrower's credit balances in the main contract it shall be used for amortization of injury and / or fine object of sinister complaint, subject to payment of compensation in due time.

8.3.1. If payment of compensation has already occurred at the conclusion of the investigation of the borrower's credit balances in the main contract, the insured is obliged to return any excess to the insurance you have been paid.

## 9. Bid Bonds Update:

9.1. Non-payment of financial obligations of the insurer, including indemnification pursuant to Section 8 of these General Conditions within the deadline for payment of the obligation it shall 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", counted from the first day following the end of the fixed term.

9.2. The index used for inflation adjustment it shall be the IPCA / IBGE - National Broad Consumer Price Index of the Brazilian Institute of Geography and Statistics - or index that replaces 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, as from the first day following the end of the deadline for payment of duty shall be equivalent to the rate in force for the late payment of taxes to the National Treasury.

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

## 10. Subrogation:

10.1. Pay compensation or the compliance with the obligations of the borrower defaulting, the insurer subrogate shall be the rights and privileges of the insured against the taker or against third parties whose acts or facts have caused the claim.

10.2. It is ineffective any act of the insured to diminish or extinguish at the expense of the insurer, the rights referred to in this item.

## 11. Rights of loss:

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

- I - fortuitous cases or force majeure within the meaning of the Civil Code;
- II - Breach of the borrower's obligations arising from acts or insured liability suits;
- III - Alteration of the contractual obligations guaranteed by this policy that might have been agreed between the insured and the taker without the prior consent of the insurer;

IV - Illicit malicious acts or gross negligence comparable to deceit practiced 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 or his legal representative do misstatements or omit in bad faith circumstances of his knowledge that constitute aggravation of borrower'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 liable in proportion to the risk assumed, with the other participants in relation to the common prejudice.

## 13. Competition policies:

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

## 14. Extinction of the Guarantee:

14.1. The assurance expressed by this insurance shall terminate on the occurrence of the following events, whichever occurs first, subject to the deadline for sinister complaint pursuant to item 7.3. these General Conditions:

I - when the main purpose of the agreement 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 compensation 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 the policy to a major contract, or when the guaranteed obligation is extinguished, in other cases; or

V - upon the expiration 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 an expected object in contract, this guarantee it shall only be released or returned after the contract, in line with the provisions of paragraph 4 of article 56 of Law No. 8,666 / 1993, and it may extinction it shall prove, addition to the cases provided for in item 12.1., for receiving the object of the contract pursuant to art. 73 of Law No. 8.666 / 93.

## 15. Contract Termination:

15.1. In the case of total or partial termination of the agreement at any time at the initiative of the insured or the insurer and mutual agreement, the following provisions shall apply:

15.1.1. In the event of termination at the request of the insurance company, this it shall retain the premium 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 it shall retain, at most, in addition to the fees, the premium calculated according to the following short-term table:

Ratio to be applied over the original term for obtaining time in days% Of Relationship Award to be applied over the original term for obtaining time in days% From Award

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

## 16. Disputes:

16.1. Disputes that arise in implementing these terms 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 arbitration, to be optionally attached by the insured through express consent.

16.2.1. By agreeing to this clause, the insured it shall be pledging to resolve all its disputes with the insurance company through Arbitration, whose sentences have the same effect as 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 legal matters between the insurer and the insured it shall be processed by the jurisdiction of this.

## 19. Final Provisions

19.1. The acceptance of insurance it shall be subject to risk analysis.

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



19.3. The record of this plan with SUSEP does not imply, by the agency encourages or recommends its commercialization.

19.4. After seven days of issue of this document can be verified if the policy or endorsement has been properly registered at the SUSEP site - [www.susep.gov.br](http://www.susep.gov.br).

19.5. The registration status of the insurance broker can be found at [www.susep.gov.br](http://www.susep.gov.br) site, by the number of its registration at SUSEP, full name, CNPJ or CPF.

19.6. This insurance is hired the first ever risk.

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

19.8. Any translation charges for the reimbursement of expenses incurred abroad it shall be fully in charge of the Insurance Company.

## **SPECIAL CONDITIONS**

### SPECIAL CONDITIONS

1. It is understood that this insurance guarantees the Insured to compensation for non-compliance of the Borrower in connection with the signing of the Concession Agreement regarding the area finished off on the FINAL TENDER PROTOCOL OF TENDER FOR THE CONCESSION CONTRACT FOR GRANT ACTIVITIES OF OIL AND GAS EXPLORATION AND PRODUCTION NATURAL the 13th Bidding Round, according to Law No. 9,478 / 97.

2. The Insurer hereby acknowledges and accepts the terms and conditions of BID FINAL TENDER PROTOCOL FOR CONCESSION CONTRACT GRANTING TO OPERATING ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS the 13th Bidding Round - [insert name of Contract] - No. [insert number of Contract] ("Agreement") mainly the chances of implementing it shalling Bid in section 5.5 of that final 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 can be required only in cases where the object the event 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 final tender protocol .

5. In addition to the cases provided for in item 14 of the General Conditions of this policy, this policy it shall also be extinguished upon the occurrence of any of the events listed in section 5.6

(Withdrawal and return of the bid bond) of the final tender protocol , and it shall be through sending statement depending on the model Document IV - Exemption of 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 Borrower. Such information should be obtained directly by the insurer before the Borrower or by consulting the administrative processes of the ANP, provided there is no legal confidentiality or that the Borrower let go of such secrecy.

7. In addition to clause 7.4 of the General Conditions, are presumed to be valid the administrative decisions taken in the course of due administrative process, unless suspended or canceled by the administrative or judicial competent authority.

8. This policy does not insure risks arising from other modalities Insurance Guarantee, does not insure the obligations concerning tax payments, labor liabilities of any kind, social Bid Bonds , Indemnity to third parties and ensures no risk covered by other branches insurance.

9. Expresses its still not covered damage and / or caused directly or indirectly by terrorist act losses regardless of it may 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 through the issuance of 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 extension in the term of the policy may be requested in writing by the INSURED to the TAKER, 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 - Final tender protocol of Default and Indemnity Request, as well as copy of the administrative process with the order determining the payment guarantee.

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

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

#### 16. Notifications

All final tender protocol s, demands, instructions, waivers or other communications to be provided pursuant to this Guarantee Insurance should be written in Portuguese and delivered by personal messenger or courier, upon receipt, or mail return receipt requested and forwarded to the following addresses:

i) to the INSURER:

[Insert name of business insurance company]

[Insert address of the business insurance company]

[Insert postal code]

[Insert city name]

ii) to the INSURED:

National Agency of Petroleum, Natural Gas and Biofuels

Superintendent of Exploration

Avenida Rio Branco 65, 19th floor

20090-004

Rio de Janeiro - RJ

(lii) to the TAKER:

[Insert name of company business borrower]

[Insert address of company business borrower]

[Insert postal code]

[Insert city name]

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

\_\_\_\_\_ (Signature) \_\_\_\_\_

([Insert the name of the insurance company business])

## **SPECIAL CONDITIONS**

1. It is understood that this insurance guarantees the Insured to compensation for non-compliance of the Borrower in connection with the signing of the Concession Agreement regarding the area finished off on the FINAL TENDER PROTOCOL OF TENDER FOR THE CONCESSION CONTRACT FOR GRANT ACTIVITIES OF OIL AND GAS EXPLORATION AND PRODUCTION NATURAL the 13th Bidding Round, according to Law No. 9,478 / 97.
2. The Insurer hereby acknowledges and accepts the terms and conditions of BID FINAL TENDER PROTOCOL FOR CONCESSION CONTRACT GRANTING TO OPERATING ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS the 13th Bidding Round - [insert name of Contract] - No. [insert number of Contract] ("Agreement") mainly the chances of implementing it shall Bid in section 5.5 of that final 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 can be required only in cases where the object the event 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 final tender protocol .
5. In addition to the cases provided for in item 14 of the General Conditions of this policy, this policy it shall also be extinguished upon the occurrence of any of the events listed in section 5.6 (Withdrawal and return of the bid bond) of the final tender protocol , and it shall be through sending statement depending on the model Document IV - Exemption of 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 Borrower. Such information should be obtained directly by the insurer before the Borrower or by consulting the administrative processes of the ANP, provided there is no legal confidentiality or that the Borrower let go of such secrecy.
7. In addition to clause 7.4 of the General Conditions, are presumed to be valid the administrative decisions taken in the course of due administrative process, unless suspended or canceled by the administrative or judicial competent authority.
8. This policy does not insure risks arising from other modalities Insurance Guarantee, does not insure the obligations concerning tax payments, labor liabilities of any kind, social Bid Bonds , Indemnity to third parties and ensures no risk covered by other branches insurance.
9. Expresses its still not covered damage and / or caused directly or indirectly by terrorist act losses regardless of it may 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 through the issuance of 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 extension in the term of the policy may be requested in writing by the INSURED to the TAKER, 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 - Final tender protocol of Default and Indemnity Request, as well as copy of the administrative process with the order determining the payment guarantee.

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

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

#### 16. Notifications

All final tender protocols, demands, instructions, waivers or other communications to be provided pursuant to this Guarantee Insurance should be written in Portuguese and delivered by personal messenger or courier, upon receipt, or mail return receipt requested and forwarded to the following addresses:

i) to the INSURER:

[Insert name of business insurance company]

[Insert address of the business insurance company]

[Insert postal code]

[Insert city name]

ii) to the INSURED:

National Agency of Petroleum, Natural Gas and Biofuels

Superintendent of Exploration

Avenida Rio Branco 65, 19th floor

20090-004

Rio de Janeiro - RJ

(iii) to the TAKER:

[Insert name of company business borrower]

[Insert address of company business borrower]

[Insert postal code]

[Insert city name]

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

\_\_\_\_\_ (Signature) \_\_\_\_\_  
([Insert the name of the insurance company business])

*[MODEL TO BE COMPLETED BY ANP IN CASE OF REDUCTION - DO NOT FILL]*

*In reference to the Insurance Guarantee Performer (Performance Guarantee), the [insert city name] dated [insert date in the format day / month / year] issued by [insert name of Issuer]*

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

*(I) the amount in reais specified under (a) is the amount allocable to the Face Value of Guarantees in relation to the execution of the Concession Contract for the finished off area on the BID FINAL TENDER PROTOCOL FOR CONCESSION CONTRACT GRANTING TO OPERATING ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS the 13th Bidding Round the date of this Certificate; and*

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

*(A) Amount in Reais allocable regarding the execution of the Concession Contract for the finished off area on the FINAL TENDER PROTOCOL OF TENDER FOR THE CONCESSION AGREEMENT FOR THE GRANTING OF ACTIVITIES EXPLORATION AND PRODUCTION OF OIL AND NATURAL GAS the 13th Bidding Round*

*£ [insert Face Value]*

*(B) Remaining Face Value R \$ [insert Face 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]*

*Title: [insert title]*

Policy No. [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 SERVICE - NOT FILL]

In cash

The (s) undersigned (s) authorized (s) to execute this certificate on behalf of ANP, certifies (y) by this that as a result of the 13th Bidding Round, the TAKER incurred a chance of implementing the bid Bid Bonds provided for in section 5.5 (Implementation of the Bid Bid Bonds ) of the final tender protocol of the 13th Bidding Round.

We ask to pay the National Agency of Petroleum, Natural Gas and Biofuels a nominal value of R \$ [insert Face Value] ([insert amount in words] real).

Serve as n.º. POLICY [Insert policy number] issued by [Name Of Insurance].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

---

[Signature]

Name: [insert name]

Title: [insert title]

To: [insert name of business insurance company]

[Insert address of the business insurance company]



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

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

The undersigned, duly authorized to sign this certificate on behalf of ANP, hereby certifies that, due to the 13th Bidding Round, the TAKER incurred in one of the cases of withdrawal of bid Bid Bonds provided for in section 5.6 (Disclaimer & Returns Bid Bond.

Closed to the Contractor's obligations it may 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]

Title: [insert title]

## ANNEX XII – MINIMUM SIGNATURE BONUS AND MINIMUM EXPLORATORY PROGRAM TO BLOCKS IN OFFER IN THE 13TH BIDDING ROUND

It shall only be considered where the number of work units (UTs) to the minimum exploratory program (PEM) and the value of the offered signature bonus meet the minimum requirements set in this annex, according to Table 20.

**Tabela 20 –Minimum**

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>Minimum Bonus (R\$)</b>	<b>PEM (UTs)</b>
1	Amazonas	SAM-O	AM-T-107	571.869,96	114
2	Amazonas	SAM-O	AM-T-111	462.158,94	130
3	Amazonas	SAM-O	AM-T-131	455.162,06	112
4	Amazonas	SAM-O	AM-T-132	411.602,32	92
5	Amazonas	SAM-O	AM-T-82	506.910,54	130
6	Amazonas	SAM-O	AM-T-86	609.769,60	130
7	Amazonas	SAM-O	AM-T-87	520.076,50	130
8	Camamu Almada	SCAL-AP1	CAL-M-122	1.950.354,97	184
9	Camamu Almada	SCAL-AP1	CAL-M-124	4.015.948,80	368
10	Camamu Almada	SCAL-AP1	CAL-M-190	4.733.902,10	368
11	Camamu Almada	SCAL-AP1	CAL-M-62	2.010.706,85	184
12	Camamu Almada	SCAL-AP1	CAL-M-64	4.015.948,80	368
13	Camamu Almada	SCAL-AP1	CAL-M-7	1.191.724,96	123
14	Camamu Almada	SCAL-AP2	CAL-M-250	3.185.228,06	306
15	Camamu Almada	SCAL-AP2	CAL-M-314	3.933.990,66	368
16	Camamu Almada	SCAL-AP2	CAL-M-374	3.597.296,38	368
17	Campos	SC-AR3	C-M-298	18.855.887,86	102
18	Campos	SC-AR3	C-M-332	22.820.190,11	112
19	Campos	SC-AR3	C-M-366	38.740.000,00	117
20	Espírito Santo	SES-AP1	ES-M-590	47.050.801,52	368
21	Espírito Santo	SES-AP2	ES-M-592	73.780.000,00	368
22	Espírito Santo	SES-AP2	ES-M-593	65.630.000,00	360

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
23	Espírito Santo	SES-AP2	ES-M-665	22.405.306,19	368
24	Espírito Santo	SES-AP2	ES-M-667	54.950.000,00	368
25	Espírito Santo	SES-AP2	ES-M-739	47.330.000,00	368
26	Espírito Santo	SES-AP2	ES-M-741	40.770.000,00	368
27	Jacuípe	SJA-AP	JA-M-11	2.755.432,63	368
28	Jacuípe	SJA-AP	JA-M-22	1.480.908,66	260
29	Jacuípe	SJA-AP	JA-M-24	2.891.483,14	368
30	Jacuípe	SJA-AP	JA-M-41	1.894.872,17	368
31	Parnaíba	SPN-N	PN-T-100	239.922,74	345
32	Parnaíba	SPN-N	PN-T-101	655.497,62	942
33	Parnaíba	SPN-N	PN-T-103	674.628,83	969
34	Parnaíba	SPN-N	PN-T-113	605.599,67	870
35	Parnaíba	SPN-N	PN-T-248	392.532,02	488
36	Parnaíba	SPN-N	PN-T-249	780.114,75	969
37	Parnaíba	SPN-N	PN-T-46	657.577,49	945
38	Parnaíba	SPN-N	PN-T-47	674.628,83	969
39	Parnaíba	SPN-N	PN-T-51	650.504,33	934
40	Parnaíba	SPN-N	PN-T-65	643.021,61	924
41	Parnaíba	SPN-N	PN-T-69	674.628,83	969
42	Parnaíba	SPN-N	PN-T-84	1.025.425,69	969
43	Parnaíba	SPN-N	PN-T-87	674.628,83	969
44	Parnaíba	SPN-N	PN-T-98	674.628,83	969
45	Parnaíba	SPN-O	PN-T-145	439.195,20	667
46	Parnaíba	SPN-O	PN-T-146	780.114,75	969
47	Parnaíba	SPN-O	PN-T-147	534.574,01	727
48	Parnaíba	SPN-O	PN-T-148	780.114,75	969
49	Parnaíba	SPN-O	PN-T-149	914.654,39	969
50	Parnaíba	SPN-O	PN-T-162	638.169,25	969

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
51	Parnaíba	SPN-O	PN-T-163	840.880,71	969
52	Parnaíba	SPN-O	PN-T-164	740.870,06	969
53	Pelotas	SP-AP4	P-M-1658	1.683.488,47	368
54	Pelotas	SP-AP4	P-M-1660	1.904.775,44	368
55	Pelotas	SP-AP4	P-M-1662	1.904.775,44	368
56	Pelotas	SP-AP4	P-M-1727	1.748.440,29	368
57	Pelotas	SP-AP4	P-M-1729	1.748.440,29	368
58	Pelotas	SP-AP4	P-M-1783	1.577.967,37	368
59	Pelotas	SP-AP4	P-M-1785	1.577.967,37	368
60	Pelotas	SP-AP4	P-M-1830	1.705.002,48	368
61	Pelotas	SP-AR4	P-M-1502	431.550,51	151
62	Pelotas	SP-AR4	P-M-1541	361.330,68	151
63	Pelotas	SP-AR4	P-M-1542	351.080,69	151
64	Pelotas	SP-AR4	P-M-1578	431.550,51	151
65	Pelotas	SP-AR4	P-M-1579	335.982,23	151
66	Pelotas	SP-AR4	P-M-1580	431.550,51	151
67	Pelotas	SP-AR4	P-M-1581	335.982,23	151
68	Pelotas	SP-AR4	P-M-1582	351.080,69	151
69	Pelotas	SP-AR4	P-M-1618	442.906,62	151
70	Pelotas	SP-AR4	P-M-1619	442.906,62	151
71	Pelotas	SP-AR4	P-M-1620	346.011,00	151
72	Pelotas	SP-AR4	P-M-1621	387.600,90	151
73	Pelotas	SP-AR4	P-M-1622	460.217,31	151
74	Pelotas	SP-AR4	P-M-1656	454.410,21	151
75	Pelotas	SP-AR4	P-M-1657	431.550,51	151
76	Pelotas	SP-AR4	P-M-1691	460.217,31	151
77	Pelotas	SP-AR4	P-M-1692	460.217,31	151
78	Pelotas	SP-AR4	P-M-1724	460.217,31	151

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
79	Pelotas	SP-AR4	P-M-1725	460.217,31	151
80	Pelotas	SP-AR4	P-M-1726	454.410,21	151
81	Pelotas	SP-AR4	P-M-1754	442.906,62	151
82	Pelotas	SP-AR4	P-M-1755	442.906,62	151
83	Pelotas	SP-AR4	P-M-1756	442.906,62	151
84	Pelotas	SP-AR4	P-M-1780	371.728,16	151
85	Pelotas	SP-AR4	P-M-1781	403.805,48	151
86	Pelotas	SP-AR4	P-M-1782	376.982,20	151
87	Pelotas	SP-AR4	P-M-1805	376.982,20	151
88	Pelotas	SP-AR4	P-M-1806	431.550,51	151
89	Pelotas	SP-AR4	P-M-1807	454.410,21	151
90	Pelotas	SP-AUP4	P-M-1731	1.904.775,44	368
91	Pelotas	SP-AUP4	P-M-1733	1.859.425,27	368
92	Pelotas	SP-AUP4	P-M-1735	1.859.425,27	368
93	Pelotas	SP-AUP4	P-M-1737	1.859.425,27	368
94	Pelotas	SP-AUP4	P-M-1787	1.792.424,50	368
95	Pelotas	SP-AUP4	P-M-1789	1.973.825,18	368
96	Pelotas	SP-AUP4	P-M-1791	1.904.775,44	368
97	Pelotas	SP-AUP4	P-M-1793	1.859.425,27	368
98	Pelotas	SP-AUP4	P-M-1795	1.859.425,27	368
99	Pelotas	SP-AUP4	P-M-1832	1.705.002,48	368
100	Pelotas	SP-AUP4	P-M-1834	1.859.425,27	368
101	Pelotas	SP-AUP4	P-M-1836	1.904.775,44	368
102	Pelotas	SP-AUP4	P-M-1866	1.792.424,50	368
103	Pelotas	SP-AUP4	P-M-1868	1.683.488,47	368
104	Potiguar	SPOT-T2	POT-T-196	158.529,94	195
105	Potiguar	SPOT-T2	POT-T-209	207.437,76	265
106	Potiguar	SPOT-T2	POT-T-210	199.635,16	265

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
107	Potiguar	SPOT-T2	POT-T-392	228.975,92	265
108	Potiguar	SPOT-T2	POT-T-432	207.462,27	232
109	Potiguar	SPOT-T2	POT-T-433	226.225,48	265
110	Potiguar	SPOT-T2	POT-T-434	228.975,92	265
111	Potiguar	SPOT-T2	POT-T-472	223.491,67	265
112	Potiguar	SPOT-T2	POT-T-473	204.820,27	265
113	Potiguar	SPOT-T2	POT-T-474	176.466,38	199
114	Potiguar	SPOT-T2	POT-T-476	228.975,92	265
115	Potiguar	SPOT-T2	POT-T-477	228.975,92	265
116	Potiguar	SPOT-T3	POT-T-303	174.826,68	221
117	Potiguar	SPOT-T3	POT-T-304	223.491,67	265
118	Potiguar	SPOT-T3	POT-T-326	266.243,92	265
119	Potiguar	SPOT-T3	POT-T-327	164.518,51	200
120	Potiguar	SPOT-T3	POT-T-353	215.389,93	265
121	Potiguar	SPOT-T3	POT-T-354	210.071,86	265
122	Potiguar	SPOT-T3	POT-T-355	199.635,16	265
123	Potiguar	SPOT-T3	POT-T-393	202.219,41	265
124	Potiguar	SPOT-T3	POT-T-435	226.225,48	265
125	Potiguar	SPOT-T4	POT-T-519	189.451,53	239
126	Potiguar	SPOT-T4	POT-T-521	168.509,00	188
127	Potiguar	SPOT-T4	POT-T-562	257.394,33	265
128	Potiguar	SPOT-T4	POT-T-563	257.394,33	265
129	Potiguar	SPOT-T4	POT-T-564	275.243,08	265
130	Potiguar	SPOT-T4	POT-T-566	290.574,07	265
131	Potiguar	SPOT-T4	POT-T-600	202.219,41	265
132	Potiguar	SPOT-T4	POT-T-601	202.219,41	265
133	Potiguar	SPOT-T4	POT-T-606	272.226,74	265
134	Potiguar	SPOT-T4	POT-T-607	242.977,39	265

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
135	Potiguar	SPOT-T4	POT-T-608	242.977,39	265
136	Potiguar	SPOT-T4	POT-T-609	185.109,85	180
137	Potiguar	SPOT-T4	POT-T-610	154.200,68	178
138	Potiguar	SPOT-T4	POT-T-611	281.325,62	265
139	Potiguar	SPOT-T4	POT-T-612	218.073,89	265
140	Potiguar	SPOT-T4	POT-T-645	218.073,89	265
141	Potiguar	SPOT-T4	POT-T-646	191.982,13	265
142	Potiguar	SPOT-T4	POT-T-647	196.115,48	238
143	Potiguar	SPOT-T4	POT-T-648	123.289,51	146
144	Potiguar	SPOT-T4	POT-T-649	260.327,57	265
145	Potiguar	SPOT-T4	POT-T-650	210.071,86	265
146	Potiguar	SPOT-T4	POT-T-651	266.243,92	265
147	Potiguar	SPOT-T4	POT-T-652	245.827,54	265
148	Potiguar	SPOT-T4	POT-T-653	191.982,13	265
149	Potiguar	SPOT-T4	POT-T-654	218.073,89	265
150	Potiguar	SPOT-T4	POT-T-655	231.742,98	265
151	Potiguar	SPOT-T4	POT-T-656	223.491,67	265
152	Potiguar	SPOT-T4	POT-T-696	226.225,48	265
153	Potiguar	SPOT-T4	POT-T-697	284.391,82	265
154	Potiguar	SPOT-T4	POT-T-698	197.067,53	265
155	Potiguar	SPOT-T4	POT-T-699	210.071,86	265
156	Potiguar	SPOT-T4	POT-T-701	278.276,04	265
157	Potiguar	SPOT-T4	POT-T-741	167.798,07	192
158	Potiguar	SPOT-T4	POT-T-742	211.738,53	239
159	Potiguar	SPOT-T4	POT-T-743	218.073,89	265
160	Potiguar	SPOT-T4	POT-T-744	218.073,89	265
161	Potiguar	SPOT-T4	POT-T-745	192.437,27	231
162	Potiguar	SPOT-T4	POT-T-747	191.931,55	233

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
163	Potiguar	SPOT-T4	POT-T-791	210.083,49	243
164	Potiguar	SPOT-T4	POT-T-793	201.006,54	230
165	Potiguar	SPOT-T4	POT-T-834	228.975,92	265
166	Potiguar	SPOT-T4	POT-T-835	228.975,92	265
167	Potiguar	SPOT-T4	POT-T-836	223.491,67	265
168	Potiguar	SPOT-T4	POT-T-838	163.277,84	201
169	Potiguar	SPOT-T4	POT-T-878	215.389,93	265
170	Potiguar	SPOT-T4	POT-T-881	220.774,47	265
171	Potiguar	SPOT-T4	POT-T-882	226.225,48	265
172	Potiguar	SPOT-T5	POT-T-523	183.334,04	234
173	Potiguar	SPOT-T5	POT-T-524	212.722,59	265
174	Potiguar	SPOT-T5	POT-T-568	204.820,27	265
175	Recôncavo	SREC-T1	REC-T-102	153.746,67	213
176	Recôncavo	SREC-T1	REC-T-103	97.190,15	146
177	Recôncavo	SREC-T1	REC-T-113	191.570,12	243
178	Recôncavo	SREC-T1	REC-T-45	134.669,60	265
179	Recôncavo	SREC-T1	REC-T-46	136.508,07	265
180	Recôncavo	SREC-T1	REC-T-47	145.887,39	265
181	Recôncavo	SREC-T1	REC-T-54	129.228,97	265
182	Recôncavo	SREC-T1	REC-T-55	186.520,73	265
183	Recôncavo	SREC-T1	REC-T-56	165.580,85	265
184	Recôncavo	SREC-T1	REC-T-57	149.726,37	265
185	Recôncavo	SREC-T1	REC-T-64	169.669,11	265
186	Recôncavo	SREC-T1	REC-T-65	186.520,73	265
187	Recôncavo	SREC-T1	REC-T-66	186.520,73	265
188	Recôncavo	SREC-T1	REC-T-67	180.107,89	265
189	Recôncavo	SREC-T1	REC-T-73	145.887,39	265
190	Recôncavo	SREC-T1	REC-T-74	199.682,94	265



<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
191	Recôncavo	SREC-T1	REC-T-77	186.520,73	265
192	Recôncavo	SREC-T1	REC-T-82	177.995,21	265
193	Recôncavo	SREC-T1	REC-T-83	157.553,90	265
194	Recôncavo	SREC-T1	REC-T-91	195.245,68	265
195	Recôncavo	SREC-T1	REC-T-92	201.920,27	265
196	Recôncavo	SREC-T1	REC-T-93	163.555,42	265
197	Recôncavo	SREC-T2	REC-T-100	153.615,21	265
198	Recôncavo	SREC-T2	REC-T-108	116.184,43	171
199	Recôncavo	SREC-T2	REC-T-109	113.230,60	171
200	Recôncavo	SREC-T2	REC-T-110	132.748,56	229
201	Recôncavo	SREC-T2	REC-T-120	210.994,21	265
202	Recôncavo	SREC-T2	REC-T-121	199.682,94	265
203	Recôncavo	SREC-T2	REC-T-23	182.233,04	265
204	Recôncavo	SREC-T2	REC-T-31	175.894,99	265
205	Recôncavo	SREC-T2	REC-T-39	155.578,32	265
206	Recôncavo	SREC-T2	REC-T-42	116.582,05	182
207	Recôncavo	SREC-T2	REC-T-43	98.231,82	169
208	Recôncavo	SREC-T2	REC-T-48	145.887,39	265
209	Recôncavo	SREC-T2	REC-T-49	110.185,42	188
210	Recôncavo	SREC-T2	REC-T-58	157.553,90	265
211	Recôncavo	SREC-T2	REC-T-62	159.541,94	265
212	Recôncavo	SREC-T2	REC-T-71	139.929,97	182
213	Recôncavo	SREC-T2	REC-T-81	144.773,94	235
214	Recôncavo	SREC-T2	REC-T-90	157.553,90	265
215	Recôncavo	SREC-T2	REC-T-99	165.580,85	265
216	Recôncavo	SREC-T3	REC-T-124	155.578,32	265
217	Recôncavo	SREC-T3	REC-T-125	165.580,85	265
218	Recôncavo	SREC-T3	REC-T-126	108.961,15	151

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
219	Recôncavo	SREC-T3	REC-T-137	153.615,21	265
220	Recôncavo	SREC-T3	REC-T-138	135.317,04	228
221	Recôncavo	SREC-T3	REC-T-150	186.520,73	265
222	Recôncavo	SREC-T3	REC-T-151	90.616,68	137
223	Recôncavo	SREC-T3	REC-T-152	153.262,41	184
224	Recôncavo	SREC-T3	REC-T-164	74.631,23	115
225	Recôncavo	SREC-T3	REC-T-165	105.421,86	146
226	Recôncavo	SREC-T3	REC-T-177	215.605,97	265
227	Recôncavo	SREC-T3	REC-T-178	155.624,31	216
228	Recôncavo	SREC-T3	REC-T-191	213.293,86	265
229	Recôncavo	SREC-T3	REC-T-192	130.002,53	165
230	Recôncavo	SREC-T3	REC-T-205	153.615,21	265
231	Recôncavo	SREC-T3	REC-T-206	131.340,40	187
232	Recôncavo	SREC-T3	REC-T-207	87.489,63	129
233	Recôncavo	SREC-T3	REC-T-220	135.123,29	206
234	Recôncavo	SREC-T3	REC-T-235	123.461,06	198
235	Recôncavo	SREC-T3	REC-T-236	60.470,40	82
236	Recôncavo	SREC-T3	REC-T-237	133.352,78	183
237	Recôncavo	SREC-T4	REC-T-127	71.243,14	120
238	Recôncavo	SREC-T4	REC-T-128	147.800,65	265
239	Recôncavo	SREC-T4	REC-T-130	208.707,03	265
240	Recôncavo	SREC-T4	REC-T-133	138.359,01	265
241	Recôncavo	SREC-T4	REC-T-141	139.690,39	244
242	Recôncavo	SREC-T4	REC-T-145	142.098,27	265
243	Recôncavo	SREC-T4	REC-T-146	134.669,60	265
244	Recôncavo	SREC-T4	REC-T-153	190.591,27	232
245	Recôncavo	SREC-T4	REC-T-159	134.669,60	265
246	Recôncavo	SREC-T4	REC-T-166	195.245,68	265

<b>Nº</b>	<b>Basin</b>	<b>Sector</b>	<b>Block</b>	<b>MinimumBonus (R\$)</b>	<b>PEM (UTs)</b>
247	Recôncavo	SREC-T4	REC-T-171	131.030,05	265
248	Recôncavo	SREC-T4	REC-T-180	175.894,99	265
249	Recôncavo	SREC-T4	REC-T-181	56.736,14	89
250	Recôncavo	SREC-T4	REC-T-184	143.986,60	265
251	Recôncavo	SREC-T4	REC-T-185	131.030,05	265
252	Recôncavo	SREC-T4	REC-T-212	129.228,97	265
253	Recôncavo	SREC-T4	REC-T-223	79.261,33	125
254	Recôncavo	SREC-T4	REC-T-226	136.642,97	224
255	Recôncavo	SREC-T4	REC-T-227	134.669,60	265
256	Recôncavo	SREC-T4	REC-T-238	98.764,56	151
257	Sergipe Alagoas	SSEAL-AP1	SEAL-M-214	20.670.000,00	368
258	Sergipe Alagoas	SSEAL-AP1	SEAL-M-279	51.070.000,00	249
259	Sergipe Alagoas	SSEAL-AP1	SEAL-M-281	58.270.000,00	368
260	Sergipe Alagoas	SSEAL-AP1	SEAL-M-351	63.860.000,00	368
261	Sergipe Alagoas	SSEAL-AP1	SEAL-M-353	23.373.436,71	368
262	Sergipe Alagoas	SSEAL-AP2	SEAL-M-428	36.143.539,21	368
263	Sergipe Alagoas	SSEAL-AP2	SEAL-M-501	39.110.000,00	368
264	Sergipe Alagoas	SSEAL-AP2	SEAL-M-567	73.960.000,00	368
265	Sergipe Alagoas	SSEAL-AP2	SEAL-M-571	26.140.000,00	368
266	Sergipe Alagoas	SSEAL-AP2	SEAL-M-633	18.850.000,00	368

## ANNEX XIII –

### EQUIVALENCE OF UNITS OF WORK

- a) For the minimum exploration program compliance purposes, the following should be observed:
- b) a) exploration work it shall be accepted converted into Work Units (WU), multiplying, therefore, the physical amounts realized (exploratory well unit, km of 2D seismic, km<sup>2</sup> of 3D seismic, km of 2D seismic reprocessing, km<sup>2</sup> 3D seismic reprocessing, magnetometric, gravimetric and gamaespectrométrico surveys as well as geochemical and electromagnetic surveys) by the values of it may respective equivalences. Non-exclusive surveys authorized by the ANP it shall only be accepted in accordance with the conditions listed in Table 22 it shall be accepted, with the aim of Work Units abatement, surveys that are limited exclusively to the interior of the block area.
- c)
- d) b) for the first exploration period, at least 50% of Work Units, offered by the business society to the Minimum Exploratory Program must be slaughtered using seismic surveys and exploratory wells.
- e) c) The wells must be drilled to the minimum exploration target required in Table 21, a minimum length of thirty (30) meters, to assess its potential oil and natural gas. However, the ANP may approve other goals with prospects identified by technical justification. Extension wells - those aimed at regulating the accumulation of oil and natural gas in a reservoir, identified with the code 3, according to the ANP No. 75 of May 3, 2000, it shall not be counted towards satisfaction of the Minimum Exploration Program .
- f) d) for blocks located in SPOT-T2 sectors, SPOT-T3-T4 SPOT and SPOT-T5, SREC-T1, SREC-T2, T3-SREC, SREC-T4, SPN and SPN-N-O, the first well drilled in the Exploration Phase is expected to reach the minimum required stratigraphic objective and go through all this objective indicated in Table 21 by performing the following well profiles, sampling and analysis minimum this unit:
  - g) i. Well profile: Caliper, Resistivity - with at least three distinct research depth, density, Neutron, Sonic with speed measurement of compressional wave and shear, Gamma, Spectroscopy Elements Capture, MRI and Image Profile.
  - h) ii. Sampling: Gutter sample collection every 3 meters or less spacing, in amount of 500g after washed and dried; for all intervals with GR> 85 API units, remove the side sample every 1 meter or less spacing, except in cases where there is evidence that it is radioactive sandstones or arkoses;
  - i) iii. Analyses: Total Organic Carbon (TOC) in all samples collected trough every 3 meters; Rock Eval pyrolysis, vitrinite reflectance and Organic Petrography (morphological analysis of the kerogen) in all samples with trough TOC> 1%;

- j) Identified range with thickness greater than or equal to 5 meters with an average TOC > 1% and average peak S1 > 0.5 mg HC / g rock or peak S2 > 2.5 mg HC / g rock, it becomes mandatory to undertake the following analysis, on all sides samples this range: TOC, mineralogy by x-ray diffraction, scanning electron microscopy (pore measurement); and three samples of the interval: Langmuir curve and triaxial compression test.
- k) Completed the necessary analysis should be presented interpretive report the results, containing conclusions on the generating potential and hydrocarbon storage of analyzed intervals and as it may geomechanical characteristics, containing, where possible, the following information for each interval: Depth; Thickness; Porosity; Permeability; Gas content; Water saturation; Oil saturation; Fragility - effectiveness of fracturing; Thermal maturity; Total Organic Carbon; Pressure Gradient; GOR of the fluid; Viscosity of the fluid; Volume% Quartz + carbonates; and % clay.
- l) The ANP may approve other objectives through technical justification and the minimum standards of logging, sampling and testing for the source rock unit may be modified at the discretion of ANP against a substantiated request of the Operator.
- m) e) 2D and 3D seismic surveys it shall be accepted that are limited exclusively to the interior of the block area. The UTs may be computed by type of survey.
- n) f) The acquisition of non-exclusive and non-exclusive surveys reprocessed surveys, which have been authorized by the ANP, the UTs may be computed considering the time between the application of the minimum exploratory program rebate and the completion of the acquisition or reprocessing non-exclusive data using a reduction factor for the realization for the reduction conditions as detailed in Table 22.
- o) g) reprocessing 2D or 3D seismic data includes data migration in time (mITT) and / or depth (PSDM) pre-stacking phase (pre-stack), being allowed only by reprocessing of seismic survey data field . The extent of the reprocessed seismic program to be shot down in UTs shall be limited exclusively to the interior of the block area.
- p) h) it shall be accepted conventional gravimetric and magnetic surveys covering the area of the exploration block in its entirety. The UTs shall be computed by type of survey. The maximum spacing between the lines of acquisition shall be 1,000 m for blocks with an area of up to 1,000 km<sup>2</sup> and maximum spacing of 2,000 m for blocks with an area of 1,000 km<sup>2</sup>. For Matures basins it shall be allocated to each type of lifting a maximum of 15 UTs per block and to Onshores Basins in New frontier areas it shall be awarded a maximum of 378 UTs for exploratory block. In the case of need for maximum spacing between flight lines change, the dealer must send technical justification for review and approval of the ANP.
- q) i) it shall be accepted gradiométricos gravity surveys covering the area of the exploration block in its entirety. The maximum spacing between the lines of acquisition shall be 1,000 m for blocks with an area of up to 1,000 km<sup>2</sup> and maximum spacing of 2,000 m for blocks with an area of 1,000 km<sup>2</sup>. For Matures bowls it shall be allocated a maximum of 75 UTs per block and for Onshores bowls in New frontier areas are allocated at most 1890 UTs for exploratory block. In the case of need for maximum spacing between flight

lines change, the dealer must send technical justification for review and approval of the ANP.

- r) j) gamma ray spectrometric surveys it shall be accepted. The maximum spacing between the lines of acquisition shall be 1,000 m for blocks with an area of up to 1,000 km<sup>2</sup> and maximum spacing of 2,000 m for blocks with an area of 1,000 km<sup>2</sup>. In Matures bowls are assigned a maximum of 15 UTs for exploratory block, while the New Frontier Onshores bowls it shall be allocated a maximum of 378 UTs for exploratory block. In the case of need for maximum spacing between flight lines change, the dealer must send technical justification for review and approval of the ANP.
- s) k) Air electromagnetic surveys it shall be accepted, with lines of acquisition, covering the area of the exploration block in its entirety. The maximum spacing between the lines of acquisition shall be 1,000 m for blocks with an area of up to 1,000 km<sup>2</sup> and maximum spacing of 2,000 m for blocks with an area of 1,000 km<sup>2</sup>. For Matures bowls it shall be allocated a maximum of 75 UTs per block and for Onshores bowls in New frontier areas are allocated at most 1890 UTs for exploratory block. In the case of need for maximum spacing between flight lines change, the dealer must send technical justification for review and approval of the ANP.
- t) l) onshores electromagnetic surveys it shall be accepted by receivers. The maximum spacing between receivers should be 2.500m for exploration blocks with an area of up to 1,000 square kilometers, and up to 5,000 m for exploration blocks with an area of 1.000km<sup>2</sup>. For Matures bowls it shall be allocated a maximum of 300 UTs for exploratory block, while in areas in Onshores Basins of New Frontier be allocated at most 3200 UTs for exploratory block. In case you need to change the maximum spacing between receivers, the dealer must send technical justification for review and approval of the ANP.
- u) m) electromagnetic offshore surveys it shall be accepted by receivers or lines of acquisition. When the first, the maximum spacing between receivers should be 2.500m for exploration blocks with an area of up to 1,000 square kilometers, and up to 5,000 m for exploration blocks with an area of 1.000km<sup>2</sup>. For shallow sectors it shall be allocated a maximum of 150 UTs for exploratory block, while in deepwater areas it shall be allocated a maximum of 350 UTs for exploratory block. When with lines of acquisition, the maximum spacing should be 1.000m for exploration blocks with an area of up to 1,000 square kilometers and 2,000 meters for exploration blocks with an area of 1.000km<sup>2</sup>. For shallow sectors it shall be allocated a maximum of 185 UTs for exploratory block, while in deepwater areas it shall be allocated a maximum of 430 UTs for exploratory block. In case you need to change the maximum spacing between receivers, the dealer must send technical justification for review and approval of the ANP.
- v) n) The geochemical surveys should review at least free hydrocarbons content, detailing the type and concentration of gases and liquids when detected. It may must follow mesh and maximum range of 500m collection for blocks with areas up 1.000km<sup>2</sup> and maximum range of 1,000m collection for blocks with more than 1.000km<sup>2</sup> area. For Matures basin it shall be awarded a maximum of 40 UTs by block; New Frontier to Onshores bowls it

shall be assigned at most 935 UTs per block. For geochemical offshore surveys, through acquisition samples, for shallow sectors it shall be allocated a maximum of 240 UTs for exploratory block, while in deepwater areas it shall be allocated a maximum of 550 UTs per block. In case you need to change the mesh and sampling interval, the dealer must send technical justification for review and approval of the ANP.

**Tabela 21 – Pairing working stations units for fulfillment of minimum of exploratory**

Basin/Offered Sectors	Área Blocks	Exploratory Well	Generator Formation	Sismical		Sismical reprocessing		Potential Method			Gamma spectrometry	Eletromagnetic		Geochemicals	Minimum Stratigraphics	Minimum Exploratory Objective	UT Value of Financial Guarantees Period (R\$/m³)
	(km²)			(UT/well)	(UT/análise)	2D (UT/km)	3D (UT/km²)	2D (UT/km)	3D (UT/km²)	GRAV (UT/km)		GRAV GRAD (UT/km)	MAG (UT/km)				
Amazonas – SAM-O	3000	1.000	-	1,349	3,881	0,024	0,018	0,027	0,135	0,027	0,027	0,572	0,135	0,042	-	Fm. Monte Alegre - Carbonífero	67.000,00
Parnaíba – SPN-N e SPN-O	3000	1.000	470	10,040	28,889	0,357	0,921	0,202	1,008	0,202	0,202	4,257	1,008	0,311	Fm. Pimenteiras (Devoniense)	Fm. Cabeças - Devoniano	4500,00
Potiguar – SPOT-T2, SPOT-T3, SPOT-T4 e SPOT-T5	30	1.000	470	10,040	28,889	0,357	0,921	0,202	1,008	0,202	0,202	4,257	1,008	0,311	Fm. Pendência - Eocretáceo	Fm. Pendência - Eocretáceo	4500,00
Recôncavo – SREC-T1, SREC-T2, SREC-T3 e SREC-T4	30	1.000	470	10,040	28,889	0,357	0,921	0,202	1,008	0,202	0,202	4,257	1,008	0,311	Membro Gomo da Fm. Candeias (Berriense)	Fm. Sergi - Neojurássico	4500,00
Camamu Almada – SCAL-AP1 e SCAL-AP2	720	1000	-	0,218	0,377	0,006	0,021	-	-	-	-	0,226	0,226	0,181	-	Fm. Urucutuca - Neocretáceo	122.000,00
Espírito Santo – SES-AP1 e SES-AP2	720	1000	-	0,218	0,377	0,006	0,021	-	-	-	-	0,226	0,226	0,181	-	Fm. Urucutuca - Neocretáceo	122.000,00



Jacuipe – <b>SJA-AP1</b>	720	1000	-	0,218	0,377	0,006	0,021	-	-	-	-	0,226	0,226	0,181	-	Fm. Urucutuca - Neocretáceo	122.000,0
Pelotas – <b>SP-AP4 e SP-AUP4</b>	720	1000	-	0,218	0,377	0,006	0,021	-	-	-	-	0,226	0,226	0,181	-	Fm. Porto Belo - Albiyear	122.000,0
Sergipe Alagoas – <b>SSEAL-AP1 e SSEAL-AP2</b>	720	1000	-	0,218	0,377	0,006	0,021	-	-	-	-	0,226	0,226	0,181	-	Fm. Calumbi - Neocretáceo	122.000,0
Campos – <b>SC-AR3</b>	120	1000	-	0,396	0,686	0,011	0,039	-	-	-	-	0,411	0,411	0,330	-	Fm. Quissamã - Albiyear	67.000,0
Pelotas – <b>SP-AR4</b>	160	1000	-	0,396	0,686	0,011	0,039	-	-	-	-	0,411	0,411	0,330	-	Fm. Porto Belo - Albiyear	67.000,0

**Table 22 - Reduction factor of the non-exclusive surveys for minimum exploratory program of compliance with the purposes of the first exploration period**

<i><u>Elapsed time between the reduction request of the Exploratory Program to the ANP made minimum and the completion date of the acquisition or reprocessing of non-exclusive data.</u></i>	<b>Reducingfactor*</b>
0 – 1 year	1,0
1 – 2 years	0,9
2 – 3 years	0,8
3 – 4 years	0,7
4 – 5 years	0,6
5 – 6 years	0,5
6 – 7 years	0,4
7 – 8 years	0,3
8 – 9 years	0,2
9 -10 years	0,1
> 10 years	0

**note:**

\*There shall be accepted only the non-exclusive surveys authorized by ANP, since empresarials data acquisition companies have complied with all the data delivery requirements to the Exploration and Production Database (BDEP).

To value of reckoning effect to consider for compliance with the Minimum Exploratory Program of the first exploration period, the value of the corresponding UTs to exploratory work it shall be multiplied by the table reduction factor as time elapsed between the request for a reduction of the minimum exploratory program and the completion of the acquisition.

For acquisition of non-exclusive surveys reprocessed it it shall be considered the time between the request for a reduction of the minimum exploration program and the completion of the reprocessing operation of non-exclusive data.

## ANEXO XIV –TABLE OF LOCAL CONTENTS MINIMUM REQUIRED

PLANILHAS 1 - DEEP WATERS > 400 m			Sector	Block			
Systems	CL system (%)		Subsystems	Item			CL minimum item (%)
	Min.	Max.					
Exploration	37	55	Geology and Geophysics	Interpretation and Processing			40
				Acquisition			5
			Drilling, Evaluation and Filling	Logging Freighter			10
				Drilling + Filling (P.S 1)			30
			Operational Support	Auxiliary Systems (P.S 2)			55
				Logistics Support (Maritime/Air/Base)			15
Development	55	65	Drilling, Evaluation and Filling	Logging Freighter			10
				Drilling + Filling (P.S 1)			30
				Auxiliary Systems (P.S 2)			55
				Logistics Support			15
				Christmas Tree			85
			System of Production Collection	Umbilicus			40
				Manifolds			80
				Project.Lines/Flexible Injection (Fowlines Rises)			80
				Projection Lines/Rigid Injection			100
				Cluster Shafts			100
				Submarine control system			50
				Basic Engineering			50
				Management, Construction and Assembly			95
			UEP	Basic Engineering			60
				Detailed Engineering			50
				Management, Construction and Assembly			95
				Hull			60
				Navy Systems			80
				Anchorage Dual System			50
				Anchorage Simple System			70
				Installation and Integration Modes			30
				Pre-instalation and hook-ups of anchorage lines			95
				Plants (P.S 4)	Basic Engineering		
Detailed Engineering			50				
Service Management			90				
Materials (P.S 3)			75				
			Construction and Assembly	95			

P.S 1: In CL composition for drilling, evaluation and filling, it must be observed the following subitems:

Equipments	CL (%)
Well Head	45
Coating	80
Production Column	80
Well Equipments	30
Drill	5

P.S 2: In the composition of auxiliary systems it shall be considered the following subitems:

Equipments	CL (%)
Electric System	60
Automotive System	60
Telecomm System	40
Well Equipment	60
Field tooling	40

P.S 3: In the CL composition related to equipments of UEP, it shall be considered the following subitems:

Types	Equipments	Cl (%)
Boilery	Equipments	85
	Pressure valves	80
	Ovens	90
Towers	Tanks	85
	Cooling	85
Heat Interchange		80
Rotables Mechanical	Pumps	70
	Steam turbines	90
	Screw compressors	70
	Alternate compressors	70
	Diesel Engines (up 600hp)	90
Static Mechanical	Valves (24``)	90
	Filters	85
	Burners	80
	Cathodic covering	90
Electrical System		60
Automotive System		60
Telecomm System		40
Fiscal measurement system		60
Field tooling		40

P.S 4: This item is composed by Process Plant, Gas Flow Plant and Water Injection Plant

P.S5: In case of executed services by employees of concessionaire, hired upon brazilian legislation, the amount in reais related to the activity execution (calculated based on the number of man hour) it may be considered for the purpose of tLocal Content calculation, as soon as compatible with industry.

PLANILHAS 2 - SHALLOW WATERS > 200 m			Sector	Block			
Systems	CL system (%)		Subsystems	Item			CL minimum item (%)
	Min.	Max.					
Exploration	37	55	Geology and Geophysics	Interpretation and Processing			40
				Acquisition			5
			Drilling, Evaluation and Filling	Logging Freighter			10
				Drilling + Filling (P.S 1)			30
			Operational Support	Auxiliary Systems (P.S 2)			55
				Logistics Support (Maritime/Air/Base)			15
Development	55	65	Drilling, Evaluation and Filling	Logging Freighter			10
				Drilling + Filling (P.S 1)			30
				Auxiliary Systems (P.S 2)			55
				Logistics Support			15
				Christmas Tree			85
				System of Production Collection	Umbilicus		
			Manifolds			80	
			Project.Lines/Flexible Injection (Fowlines Rises)			80	
			Projection Lines/Rigid Injection			100	
			Cluster Shafts			100	
			Submarine control system			50	
			Basic Engineering			50	
			Management, Construction and Assembly			95	
			UEP	Basic Engineering			60
				Detailed Engineering			50
				Management, Construction and Assembly			95
				Hull			60
				Navy Systems			80
				Anchorage Dual System			50
				Anchorage Simple System			70
				Installation and Integration Modes			30
				Pre-instalation and hook-ups of anchorage lines			95
				Plants (P.S 4)	Basic Engineering		
			Detailed Engineering			50	
Service Management			90				
Materials (P.S 3)			75				
Construction and Assembly			95				

P.S 1: In CL composition for drilling, evaluation and filling, it must be observed the following subitems:

Equipments	CL (%)
Well Head	45
Coating	80
Production Column	80
Well Equipments	30
Drill	5

P.S 2: In the composition of auxiliary systems it shall be considered the following subitems:

Equipments	CL (%)
Electric System	60
Automotive System	60
Telecomm System	40
Well Equipment	60
Field tooling	40

P.S 3: In the CL composition related to equipments of UEP, it shall be considered the following subitems:

Types	Equipments	Cl (%)
Boilery	Equipments	85
	Pressure valves	80
	Ovens	90
Towers	Tanks	85
	Cooling	85
Heat Interchange		80
Rotables Mechanical	Pumps	70
	Steam turbines	90
	Screw compressors	70
	Alternate compressors	70
	Diesel Engines (up 600hp)	90
Static Mechanical	Valves (24``)	90
	Filters	85
	Burners	80
	Cathodic covering	90
Electrical System		60
Automotive System		60
Telecomm System		40
Fiscal measurement system		60
Field tooling		40

P.S 4: This item is composed by Process Plant, Gas Flow Plant and Water Injection Plant

P.S5: In case of executed services by employees of concessionaire, hired upon brazilian legislation, the amount in reais related to the activity execution (calculated based on the number of man hour) it may be considered for the purpose of tLocal Content calculation, as soon as compatible with industry.

PLANILHAS 3 - SHALLOW WATERS > 100 m			Sector	Block				
Systems	CL system (%)		Subsystems	Item			CL minimum item (%)	
	Min.	Max.						
Exploration	37	55	Geology and Geophysics	Interpretation and Processing			40	
				Acquisition			5	
			Drilling, Evaluation and Filling	Logging Freighter			10	
				Drilling + Filling (P.S 1)			30	
			Operational Support	Auxiliary Systems (P.S 2)			55	
				Logistics Support (Maritime/Air/Base)			15	
Development	55	65	Drilling, Evaluation and Filling	Logging Freighter			10	
				Drilling + Filling (P.S 1)			30	
				Auxiliary Systems (P.S 2)			55	
				Logistics Support			15	
				Christmas Tree			85	
				Umbilicus			40	
			System of Production Collection	Manifolds			80	
				Project.Lines/Flexible Injection (Fowlines Rises)			80	
				Projection Lines/Rigid Injection			100	
				Cluster Shafts			100	
				Submarine control system			50	
				Basic Engineering			50	
				Management, Construction and Assembly			95	
				UEP	Basic Engineering			60
					Detailed Engineering			50
					Management, Construction and Assembly			95
			Hull			60		
			Navy Systems			80		
			Anchorage Dual System			50		
			Anchorage Simple System			70		
			Installation and Integration Modes			30		
			Pre-instalation and hook-ups of anchorage lines			95		
			Plants (P.S 4)		Basic Engineering			85
				Detailed Engineering			50	
Service Management				90				
Materials (P.S 3)				75				
			Construction and Assembly	95				

P.S 1: In CL composition for drilling, evaluation and filling, it must be observed the following subitems:

Equipments	CL (%)
Well Head	45
Coating	80
Production Column	80
Well Equipments	30
Drill	5

P.S 2: In the composition of auxiliary systems it shall be considered the following subitems:

Equipments	CL (%)
Electric System	60
Automotive System	60
Telecomm System	40
Well Equipment	60
Field tooling	40

P.S 3: In the CL composition related to equipments of UEP, it shall be considered the following subitems:

Types	Equipments	Cl (%)
Boilery	Equipments	85
	Pressure valves	80
	Ovens	90
Towers	Tanks	85
	Cooling	85
Heat Interchange		80
Rotables Mechanical	Pumps	70
	Steam turbines	90
	Screw compressors	70
	Alternate compressors	70
	Diesel Engines (up 600hp)	90
Static Mechanical	Valves (24``)	90
	Filters	85
	Burners	80
	Cathodic covering	90
Electrical System		60
Automotive System		60
Telecomm System		40
Fiscal measurement system		60
Field tooling		40

P.S 4: This item is composed by Process Plant, Gas Flow Plant and Water Injection Plant

P.S5: In case of executed services by employees of concessionaire, hired upon brazilian legislation, the amount in reais related to the activity execution (calculated based on the number of man hour) it may be considered for the purpose of tLocal Content calculation, as soon as compatible with industry.



PLANILHAS 4 - ONSHORE			Sector	Block			
Systems	CL system (%)		Subsystems	Item			CL minimum item (%)
	Min.	Max.					
Exploration	70	80	Geology and Geophysics	Interpretation and Processing			40
				Acquisition			20
			Drilling, Evaluation and Filling	Logging Freighter			90
				Drilling + Filling (P.S 1)			30
				Auxiliary Systems (P.S 2)			55
Operat. Support	Logistics Support (Maritime/Air/Base)			90			
Development	77	85	Drilling, Evaluation and Filling	Logging Freighter			90
				Drilling + Filling (P.S 1)			50
				Auxiliary Systems (P.S 2)			55
				Logistics Support			90
				Christmas Tree			90
			System of Production Collection	Pumping System			80
				Manifolds			90
				Production Pipeline Cluster			95
				Basic Engineering			95
				Detailed Engineering			95
				Construction and Assembly Management			50
			Process Plant	Basic Engineering			95
				Detailed Engineering			95
				Service Management			95
				Materials (P.S 3)			75
Construction and Assembly				95			

P.S 1: In CL composition for drilling, evaluation and filling, it must be observed the following subitems:

Equipments	CL (%)
Well Head	80
Coating	100
Production Column	97
Well Equipments	40
Drill	5

P.S 2: In the composition of auxiliary systems it shall be considered the following subitems:

Equipments	CL (%)
Electric System	60
Automotive System	60
Telecomm System	40
Well Equipment	60
Field tooling	40

P.S 3: In the CL composition related to equipments of UEP, it shall be considered the following subitems:

Types	Equipments	CI (%)
Boilery	Equipments	85
	Pressure valves	80
	Ovens	90
Towers	Tanks	85
	Cooling	85
Heat Interchange		80
Rotables Mechanical	Pumps	70
	Steam turbines	90
	Screw compressors	70
	Alternate compressors	70
	Diesel Engines (up 600hp)	90
Static Mechanical	Valves (24``)	90
	Filters	85
	Burners	80
	Cathodic covering	90
Electrical System		60
Automotive System		60
Telecomm System		40
Fiscal measurement system		60
Field tooling		40

P.S 4: This item is composed by Process Plant, Gas Flow Plant and Water Injection Plant

P.S5: In case of executed services by employees of concessionaire, hired upon brazilian legislation, the amount in reais related to the activity execution (calculated based on the number of man hour) it may be considered for the purpose of tLocal Content calculation, as soon as compatible with industry.

## **ANNEX XV – DECLARATION OF IMPEDIMENTS FREE TO SIGNING OF CONCESSION CONTRACT**

The business society [insert name of company business], represented by its representative (s) (s) accredited (s), under the penalties provided for in applicable legislation, states that, for purposes of compliance with the requirements of section 7.1 of the final tender protocol the 13th Bidding Round, there is NO impediments to signing or execution of the concession agreement.

It states further that:

- a) does not employ children under eighteen (18) years in any kind of night activity, dangerous or unhealthy, or under 16 (sixteen) years, except as apprentices from fourteen (14) years;
- b) has not been declared inidônea to contract with the Public Administration;
- c) there is against him definitive conviction for environmental crime committed in the exercise of identical 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) there against it may administrators finally convicted for bankruptcy crime, crime against the national financial system, public administration, tax policy, economic, consumer relations, the organization of work or the environment, as well as any crime under Law No. 8.666 / 1993 for which has not yet been declared the extinction of punishment.

---

[Signature]

Signed by: [insert name (s) (s) (s) representative (s) accredited (s) of business society]

Place and date: [insert place and date]

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**ANNEX XVI – DECLARATION OF RELEVANT PENDING JUDICIAL AND LEGAL ITEMS**

The business society [insert name of company business], represented by its representative (s) (s) accredited (s), under the penalties provided for by applicable law, declares, for purposes of compliance with the requirements of section 7.1 of the final tender protocol of 13th Bidding Round, that [insert "no" or "no", as appropriate] relevant legal or judicial claims including those that can lead to bankruptcy, insolvency or any other event that may affect the financial capacity of this enterprise society .

[Discriminate the relevant disputes, if applicable]

\_\_\_\_\_  
[signature]

Signed by: [insert name (s) (s) (s) representative (s) accredited (s) of business society]

Place and date: [insert place and date]

## **ANNEX XVII – TECHNICAL SUMMARY 01: TECHNICAL QUALIFICATION BY EXPERIENCE OF THE BIDDER**

Filling in this form must be performed in accordance with the instructions for completing the technical summary 01, included in this attachment.

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 mother or parent business society, 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)

SAW. 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. Experience of time in shallow water operations, water depths up to 400m (in years)

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

XIII. Oil equivalent 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 certify, under penalty under the laws applicable to truthfulness, accuracy and fidelity of the information contained in this form

## GENERAL INSTRUCTIONS

1.1. 1. General Instructions:

1.2. 1.1. The technical summary 01 must be delivered in the cases specified in the final tender protocol of the 13th Bidding Round, according to the model of Annex XVII, entitled "TECHNICAL SUMMARY 01: QUALIFICATION FOR TECHNICAL EXPERIENCE THE BIDDER OR THE GROUP CORPORATE." Only the technical summaries presented in the form of the model mentioned above it shall be analyzed.

1.3. 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 final tender protocol of the 13th Bidding Round, enabling the ANP to identify the elements that it shall be scored.

1.4. 1.3. Items that should be included in the technical summary are:

1.5. I. Main activity of the company business and corporate control;

1.6. II. Exploration activities on land;

1.7. III. Production activities on land;

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

1.9. V. production activities in shallow water (water depths up to 400m);

1.10. SAW. Exploration activities in deep and ultra deep water (water depths greater than 400m);

1.11. VII. Production activities in deep and ultra deep water (water depths greater than 400m);

1.12. VIII. Exploration and production in harsh environments;

1.13. IX. Exploration and production in environmentally sensitive areas;

1.14. X. Time of experience in ground operations;

1.15. XI. Time experience in operations in shallow water depths up to 400m water;

1.16. XII. Time experience in operations in deep and ultradeep waters, water depths greater than 400m;

1.17. XIII. Oil equivalent production volume as an operator in the last five (5) years;

1.18. XIV. Amount of investment in exploration activities as an operator in the last five (5) years;

1.19. XV. Aspects related to SMS.

1.20.

1.21. 2. Completion of the technical summary 01 items:



- 1.22. 2.1. Item I: the bidder must inform it may core business briefly and his relationship with his mother or parent business company, where applicable.
- 1.23. 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 as an operator, non-operator or service provider for oil companies. It shall only be punctuated activities currently underway.
- 1.24. 2.3. Items VIII and IX: For scoring purposes the bidder must exemplify one or more of the properties mentioned in items.
- 1.25. 2.4. Items X, XI and XII: For scoring purposes the bidder must correlate the activities performed with it may respective operating environments and experience of time (years), making it clear that the activities were performed as an operator, non-operator or provider services to oil companies.
- 1.26. 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 unity boe / day.
- 1.27. 2.6. Item XIV: For scoring purposes the bidder must inform the amount of investment spent on exploration activities in every kind of operating environment over the past five (5) years. Only it may should be informed investment as an operator.
- 1.28. 2.7. Item XV: Information on the environmental aspects (use and certification of an Integrated SMS System) only it shall be punctuated by delivering the documents requested in section 7.2.1.1 of the final tender protocol of the 13th Bidding Round.

**ANNEX XVIII –  
TECHNICAL SUMMARY 02: TECHNICAL QUALIFICATION BY MEMBERS EXPERIENCE  
FROM BIDDERS TECHNICAL STAFF**

Filling in this form must be performed in accordance with the instructions for completing the technical summary 02 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 mother or parent business society, where applicable)

II. Area of activity (according to Table 11 of the final tender protocol )

III. Professional member of the technical framework of the bidder:

a) Name

b) Professional Training

c) Identification document (CPF, ID, passport, or equivalent)

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

e) experience of Time

Start date (mm / yyyy)

End date (mm / yyyy)

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

g) Location (bowl, field, country, water depth)

h) Business Society who exercised the activity

i) Description of activity

j) signature of the professional

#### IV. Additional Information

I certify, under the penalties provided for by applicable law, the truthfulness, accuracy and fidelity of the information contained in this form.

---

[Signature]

Signed by: [insert name (s) (s) representative (s) accredited (s) of business society]

Place and date: [insert place and date]

## **GENERAL INSTRUCTIONS**

1.1. 1. General Instructions:

1.2. 1.1. The technical summary 01 must be delivered in the cases specified in the final tender protocol of the 13th Bidding Round, according to the model of Annex XVII, entitled "TECHNICAL SUMMARY 01: QUALIFICATION FOR TECHNICAL EXPERIENCE THE BIDDER OR THE GROUP CORPORATE." Only the technical summaries presented in the form of the model mentioned above it shall be analyzed.

1.3. 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 final tender protocol of the 13th Bidding Round, enabling the ANP to identify the elements that it shall be scored.

1.4. 1.3. Items that should be included in the technical summary are:

1.5. I. Main activity of the company business and corporate control;

1.6. II. Exploration activities on land;

1.7. III. Production activities on land;

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

1.9. V. production activities in shallow water (water depths up to 400m);

1.10. SAW. Exploration activities in deep and ultra deep water (water depths greater than 400m);

1.11. VII. Production activities in deep and ultra deep water (water depths greater than 400m);

1.12. VIII. Exploration and production in harsh environments;

1.13. IX. Exploration and production in environmentally sensitive areas;

1.14. X. Time of experience in ground operations;

1.15. XI. Time experience in operations in shallow water depths up to 400m water;

1.16. XII. Time experience in operations in deep and ultradeep waters, water depths greater than 400m;

1.17. XIII. Oil equivalent production volume as an operator in the last five (5) years;

1.18. XIV. Amount of investment in exploration activities as an operator in the last five (5) years;

1.19. XV. Aspects related to SMS.

- 1.20.
- 1.21. 2. Completion of the technical summary 01 items:
- 1.22. 2.1. Item I: the bidder must inform it may core business briefly and his relationship with his mother or parent business company, where applicable.
- 1.23. 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 as an operator, non-operator or service provider for oil companies. It shall only be punctuated activities currently underway.
- 1.24. 2.3. Items VIII and IX: For scoring purposes the bidder must exemplify one or more of the properties mentioned in items.
- 1.25. 2.4. Items X, XI and XII: For scoring purposes the bidder must correlate the activities performed with it may respective operating environments and experience of time (years), making it clear that the activities were performed as an operator, non-operator or provider services to oil companies.
- 1.26. 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 unity boe / day.
- 1.27. 2.6. Item XIV: For scoring purposes the bidder must inform the amount of investment spent on exploration activities in every kind of operating environment over the past five (5) years. Only it may should be informed investment as an operator.
- 1.28. 2.7. Item XV: Information on the environmental aspects (use and certification of an Integrated SMS System) only it shall be punctuated by delivering the documents requested in section 7.2.1.1 of the final tender protocol of the 13th Bidding Round.

**Table 11**

Activity	Experience T(in years)		
	$2 \leq T < 5$	$5 \leq T < 10$	$T \geq 10$
Exploration – Onshore	3	5	7
Production – Onshore	3	5	7
Exploration – Shallow Waters	3	5	7
Production – Shallow Waters	3	5	7
Exploration – Deep waters	3	5	7

Activity	Experience T(in years)		
	$2 \leq T < 5$	$5 \leq T < 10$	$T \geq 10$
Production – Deep waters	3	5	7
Operation in hazardous conditions	3	5	7
Operation in delicate atmosphere	3	5	7

**ANNEX XIX – TECHNICAL SUMMARY 03: TECHNICAL QUALIFICATION AS  
NON OPERATOR**

bidder:

Information for technical qualifications:

I. Summary of the main activity of the bidder and his relationship with his mother or parent business society, where applicable

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

---

[signature]

Signed by: [insert name (s) (s) (s) representative (s) accredited (s) of business society]

Place and date: [insert place and date]

## **ANNEX XX – TECHNICAL SUMMARY 04: TECHNICAL QUALIFICATION FOR BIDDER THAT OPERATES IN BRAZIL**

Filling in this form must be performed in accordance with the instructions for completing the technical summary 04 included in this appendix.

Bidder:

Information for technical qualifications:

I. Relationship of the concession contracts or production sharing which block or field is located onshore and the bidder acts as an operator

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

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

V. Additional information



I certify, under the penalties provided for by applicable law, the truthfulness, accuracy and fidelity of the information contained in this form.

---

[Signature]

Instructions for completing the technical summary 04: technical skills to bidders that already operates in Brazil

1. General Instructions:

1.1. The technical summary 04 must be delivered in the cases specified in the final tender protocol of the 13th Bidding Round, according to the model of Annex XX, entitled TECHNICAL SUMMARY 04: TECHNICAL QUALIFICATION FOR BIDDER ALREADY OPERATES IN BRAZIL. Only the technical summaries presented in the form of the model mentioned above it shall be analyzed.

1.2. In completing the technical summary 04, the text should be appropriate to request for technical qualification, in accordance with the provisions of paragraph 7.2.3 of the final tender protocol of 13th Bidding Round, enabling the ANP identifies the elements to be analyzed.

1.3. 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 onshore and the bidder acts as an operator.

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

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

2. Completion 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 where it operates as a concessionaire in Brazil

### ANNEX XXI – SUMMARY OF FINANCIAL STATEMENTS

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

Active	Data: _____	Data: _____	Data: _____	Carry Over	Data: _____	Data: _____	Data: _____
Current (a)	_____	_____	_____	Current (a)	_____	_____	_____
Non current (b= c+d+e+f)	_____	_____	_____	Non Current (b)	_____	_____	_____
LongTerm (c)				Liquidity (c)	_____	_____	_____
Invest. (d)							
Imob. (e)							
Intang. (f)							
TOTAL (g = a + b)	_____	_____	_____	TOTAL (d=a +b+c)	_____	_____	_____

Yearly Satatement	Year: _____	Year: _____	Year: _____
Gross income	_____	_____	_____
LAIR	_____	_____	_____
Net Income	_____	_____	_____

OBS / <sup>1</sup> .

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<sup>1</sup> Emitido por auditor independente ou contador responsável, se aplicável.

## ANNEX XXII – SIGNATORY INFORMATION

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

Block (s): [insert (s) code (s) / name (s) (s) unit (s) object (s) (s) contract (s) concession]

Name the winner of the bidding company business: [insert name of corporate society]

Name of signatory business society (s) contract (s) concession: [insert name of corporate society]

CNPJ registration: [insert registration number in the CNPJ corporate society]

Data from the signatory business society:

Address: [insert address]

City: [insert city name]

State: [insert state name]

ZIP Code: [insert CEP]

Representative (s) who sign (are) the (s) contract (s) concession:

Name: [insert name]

Title: [insert position (this information it shall be included in the concession contract)]

E-mail: [insert e-mail]

Name: [insert name]

Title: [insert position (this information it shall be included in the concession contract)]

E-mail: [insert e-mail]

---

[Signature]

Signed by: [insert name (s) (s) (s) representative (s) accredited (s) of business society]

Place and date: [insert place and date]

**ANNEX XXIII –  
MODEL OF LETTER OF CREDIT FOR THE EXECUTION OF MINIMUM EXPLORATORY  
PROGRAM**

LETTER OF CREDIT IN CHARACTER OF WARRANTY IRREVOCABLE

Issued by [insert name of Bank]

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

NO: [insert number Letter of Credit]

Initial Value Nominal: R \$ [insert Face Value]

National Agency of Petroleum, Natural Gas and Biofuels  
Avenida Rio Branco 65, 19th floor  
20090-004 Rio de Janeiro  
Brazil

Dear Sirs:

1. [insert name of Bank], organized under the laws of [insert name of the country, following the example: Federaltiva Republic of Brazil], the "Issuer", is hereby issue in favor of the National Agency Petroleum, Natural Gas and Biofuels - ANP, one an agency of the Indirect Federal Administration of the Government of the Federative Republic of Brazil, Letter of Credit in character Guarantee Irrevocable NO. [Insert number of Credit Letter] by which the Issuer authorizes ANP to draw in a single drawing, the Face Value of R \$ [insert Face Value], by submitting a Payment Order and Voucher Booty (defined below) in 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 was made in accordance with the Concession Agreement [insert the number of the Concession Agreement] on the (s) block (s) [insert (s) code (s) / name (s) (s) block (s) / course (s) of the Concession Agreement object], signed on [insert date in the format day / month / year], between the ANP and the (s) Dealer (s) [insert the name (s) (s) (s) of company (ies) enterprise (s)], consisting (s) under the laws of the Federative Republic of Brazil. The Capitalized terms used (including accompanying documents) and not defined herein shall have the respective meanings set forth in the Agreement.

3. Value Letter of Credit Nominal shall initially be US \$ [insert Face Value] 7, which may be reduced upon presentation by the ANP to the Issuer of a certificate (Reduction Certificate), as defined in Exhibit 1 by specifying a new value, lower Face.

4. The Face Amount of Letter of Credit may be drawn by ANP, as provided in Clause 5 of this Letter of Credit on any Banking Day during the Draw Period beginning at 10:00 and end at 16:00, the time Rio de Janeiro, comprised of the day [insert date of signing the Concession Agreement, in the format day / month / year] to [insert date in the format day / month / year, after 180 days of the last day of the period Exploration] (the "Withdrawal Period"). The term "Banking Day" is any day other than a 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 service can only be achieved by presentation by the ANP to the Issuer of Payment Order as presented in Document 2 (Money Order), and a Drawing Certificate, run by the ANP, as shown in Exhibit 3 (Proof of Booty). Presentation of a Draft and Drawing Certificate must be made at the Issuer's office in the city of Rio de Janeiro, located at [insert address of the Issuer], or at yearther address in this city designated by the issuer to the ANP by final tender protocol given as Clause 9 of this Letter of Credit.

6. On presentation by the ANP during the Withdrawal Period, of a Draft and Drawing Certificate at the premises designated by the Issuer in Clause 5 of this Letter of Credit, the Issuer shall pay, in Reais, the nominal value as established procedure in the sack of proof, the issuer shall pay to the immediately following banking day the application is lodged.

7. This Letter of Credit it shall expire upon the earliest of the following events: (i) on [insert date in the format day / month / year, after 180 days of the last day of the Exploration Period], (ii) the reduction of Nominal value of this Letter of Credit to zero, (iii) the date on which the ANP present to the Issuer a certificate executed by the ANP according to Document 4 (Completion Certificate), and (iv) the irrevocable payment by the Issuer to the ANP as defined in Clause 6 of this Letter of Credit of the Face Value through proper loot. However, any service properly carried out before the expiry of this Letter of Credit shall 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 withdraw this Letter of Credit and to exercise any other rights set forth herein.

9. All final tender protocols, 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, registered mail or fax, to the following addresses:

(i) If to the Issuer:

[Insert the name of the Issuer]

[Insert address of the Issuer]

[Insert postal code]

[Insert city name]

(ii) If to the ANP:

Superintendent of Exploration

Avenida Rio Branco 65, 19th floor

20090-004

Rio de Janeiro - RJ

Brazil

Fax (21) 21128419/0102

Addresses and fax numbers for routing information regarding this Letter of Credit may be changed by the Issuer or the ANP by final tender protocol 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 undertaking shall not in any way altered or amended by reference to any document, instrument or agreement referred to herein, except the Money Order, the Proof Drawing and any Completion Certificate.

11. This letter of credit under the terms and conditions herein and to the end that is intended, is a valid, legal and binding document in the square of its collection and the issuer may not oppose the ANP claim of any kind preventing it may full and complete execution.

Regards,

[Insert name of Bank]

---

[Signature]

Name: [insert name responsible for issuing]

Title: [insert the person in charge for issuing]

Document 1

## PROOF OF REDUCTION

In reference to the Letter of Credit in irrevocable stand Guarantee (Letter of Credit), the [insert the Letter of Credit number] dated [insert date in the format day / month / year] issued by [insert name Bank] in favor of the ANP. The Capitalized terms used from this point and not defined herein have the respective meanings set forth in the Letter of Credit.

I, the undersigned, duly authorized to sign this certificate on behalf of ANP, hereby certifies that:

(I) The amount in Reais, specified under (a), is the amount allocable to the Face Amount of the Letter of Credit to the work done by dealers regarding the Minimum Exploratory Program to the date of this certificate; and

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

(A) Amount in Reais allocable to work on the Minimum Exploratory Program  
£ [insert Face Value]

(B) Remaining Face Value R \$ [insert Face 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]

Title: [insert title]

Document 2

MONEY ORDER

Letter of Credit No. [insert number Letter of Credit]

Rio de Janeiro - RJ

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

In cash

Pay to the National Agency of Petroleum, Natural Gas and Biofuels a nominal value of R \$ [insert Face Value] ([insert amount in words] real).

Serve as letter of credit irrevocable guarantee in. [Insert number of Credit Letter] issued by [insert name of Bank].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

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[Signature]

Name: [insert name]

Title: [insert title]

To: [insert the name of the Issuer]

Address: [insert address of the Issuer]

Document 3

## PROOF OF SERVICE

It refers to the present Letter of Credit in irrevocable stand Guarantee (Letter of Credit) No [insert number of Credit Letter] dated [insert date in the format day / month / year] issued by [insert the 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, duly authorized to sign this certificate on behalf of ANP, hereby certifies that (i) the Agreement has terminated without compliance with the Minimum Exploration Program or (ii) the Minimum Exploratory Program was not met by the Concessionaires from [insert the date in the format day / month / year, the last day set for the Exploration Period].

The Payment Amount date Nominal Dollars on this date of the Letter of Credit in [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 on [insert date in the format day / month / year].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

---

[Signature]

Name: [insert name]

Title: [insert title]

Document 4

## PROOF OF COMPLETION

Refers this to the Irrevocable Letter of Credit in Warranty (Letter of Credit) No. [insert number of Credit Letter] dated [insert date in the format day / month / year] issued by [the inseriro behalf of the 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, duly authorized to sign this certificate on behalf of ANP, hereby certify that:

(I) the amount allocable to the Letter of Credit on the full compliance with the Minimum Exploration Program, was completed at (s) Dealer (s) or the Letter of Credit has been duly replaced by yearther guarantee instrument accepted by the ANP; and

(Ii) the Letter of Credit it shall expire on the date of this certificate.

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]

Title: [insert title]

Cargo: *[inserir o cargo]*

**ANNEX XXIV - MODEL OF INSURANCE GUARANTEE PARA FOR THE EXECUTION OF MINIMUM EXPLORATORY PROGRAM COMPLIANCE**

POLICY No. *[insert policy number]*

The *[insert name of company business insurance]* through this Policy of Performance Guarantee assures the INSURED NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS - ANP, compliance with the TAKER obligations, *[name of company business dealership]*, undertaken through CONTRACT AWARD FOR EXPLORATION ACTIVITIES AND PRODUCTION OF OIL AND NATURAL GAS No *[insert the case number]* / *[insert year]* (the "CONCESSION AGREEMENT"), signed on *[insert day]* of *[insert month]* *[insert year]*, as defined in the object of this policy, referring to the Block *[insert name of the object block of the Concession Agreement]*, signed between the ANP and *[insert name (s) (s) ( s) company (s) business (s) licensee (s)]* on the BID FINAL TENDER PROTOCOL FOR GRANTING OF CONCESSION CONTRACT FOR EXPLORATION ACTIVITIES, AND PRODUCTION OF OIL AND NATURAL GAS - *[insert the ordinal number for the Bidding Round ] ROUND OF TENDERS / [insert year]*, object of this policy in the amount of R \$ *[insert Nominal Amount]* (*[insert amount in words]* dollars), according to the provisions of clauses and conditions:

DESCRIPTION WARRANTY

(Style, value and sometime in the Concession Agreement)

Type Insurance Coverage Term

Home End

Performer £ *[insert Face Value]*

*[Insert date in the format day / month / year]*

*[Insert date in the format day / month / year]*

OBJECT OF WARRANTY

Indemnity guarantee in the amount fixed in the Policy, considering the reduction of the guaranteed value, by default the TAKER regarding its obligation to fully implement, in the *[insert Period number]* of the Exploration Phase, the Minimum Program for this phase Exploration as defined in Annex II - Minimum Exploratory Program of the CONCESSION AGREEMENT, and to do so spend the amounts that may be necessary, as set forth in Clause Five of n.º. CONCESSION AGREEMENT *[Insert case number]* / *[insert year]*.

The amount guaranteed by this policy is \$ *[insert Nominal Amount]* (*[insert amount in words]* real).

The award of this policy is \$ *[insert Nominal Amount]* (*[insert amount in words]* real).

It may are an integral and inseparable part of the policy, the following documents that we have restated:

- Document I - General and Special Conditions as SUSEP Circular No. 477/2013 and the Schedule;
- Document II Reduction Certificate Model;
- Document III Model of Default Final tender protocol and Indemnity Request;
- Document IV - Completion Certificate Template
- BID FINAL TENDER PROTOCOL FOR OPERATING ACTIVITIES OF EMPLOYMENT AND PRODUCTION OF OIL AND NATURAL GAS - 13th BIDDING ROUND.
- Concession Agreement for Exploration and Production of Oil and Natural Gas No [insert the case number] / [insert year]

This policy is issued in accordance with Circular No. 477/2013 Susep conditions.

It may form an integral part of this policy, the terms of the guarantee overleaf.

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

\_\_\_\_\_ (Signature) \_\_\_\_\_  
 ([Insert the name of the insurance company business])

## Document 1 – General and Specific 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 by the borrower before the insured under the terms of the policy and to the guarantee amount fixed this, and according to (s) method (s) and / or coverage (s) additional (s) expressly contracted (s), due to participation in bidding on relevant main contract works, services, including advertising, purchasing, concessions and permits under the Powers of the Union, States, Federal District and Municipalities , or even it may obligations due to:

I - administrative proceedings;

II - court proceedings, including tax obligations;

III - administrative subdivisions of tax credits, registered or not, in outstanding debt;

IV - administrative regulations.

1.2. It may are also guaranteed by this insurance amounts owed to the insured, such as fines and damages, arising from the default of obligations assumed by the borrower, provided for by specific legislation in each case.

#### 2. Definitions:

Apply to this insurance the following definitions:

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

2.2. Terms: all the provisions common to all types and / or coverage of an insurance plan, which set out the obligations and rights of the Contracting Parties.

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

2.4. Special 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 individuals (makers), where there is an agreement of it shall to form bond and the stipulation of mutual obligations, whatever the name used.

2.6. Endorsement: formal instrument, executed by the insurer that introduces modifications in the policy of guarantee insurance upon request and express consent of the parties.

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

2.8. Maximum Limit guarantee: maximum amount the insurer be liable to the insured due to the severance payment.

2.9. Premium: amount due by the borrower to the insurer, depending on insurance coverage, and should be included in the policy or endorsement.

2.10. Regulatory process of Claim: 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 the issuance of insurance policy, executed in accordance with the legislation in force.
- 2.12. Final Report of regulation: document issued by the insurer in which it transmits positioning on the characterization or not the claimed loss, as well as the possible values to be compensated.
- 2.13. Insured: the government or the Grantor.
- 2.14. Insurer: the surety insurance company, under the policy of compliance with the obligations assumed by the taker.
- 2.15. Insurance Guarantee: insurance that assures the faithful compliance with the obligations assumed by the taker before the insured under the terms of the policy.
- 2.16. Claim: the default of the borrower's obligations covered by insurance.
- 2.17. Borrower: debtor of the obligations assumed by it before the insured.

### 3. Acceptance:

- 3.1. Hiring / change the insurance contract may be made only upon proposal signed by the applicant, its agent or the insurance broker enabled. The written proposal must contain the essentials of examination and risk acceptance.
- 3.2. The insurer it shall 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 fifteen (15) days to respond on the acceptance or rejection of the proposal, from the date of its receipt, either for new insurance or renewals as well as for 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 substance of the application of new elements to the proposal evaluation or risk assessment.
  - 3.3.3. In case request additional documents for review and acceptance of the risk or of the proposed amendment, the period of fifteen (15) days referred to in item 3.3. it shall be suspended, returning to run from the date on which der delivery of documentation.
- 3.4. In the case of non-acceptance of the proposal, the insurer shall inform the fact in writing to the applicant, specifying the reasons for refusal.
- 3.5. The absence of expression in writing, the insurer within alluded to above, it shall 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 it shall be suspended until the reinsurer is manifested formally communicating the insurer in writing to the applicant, such an eventuality, emphasizing the resulting lack of coverage as long as the suspension.
- 3.7. The issuance of the policy or endorsement it shall be made within 15 (fifteen) days from the acceptance of the offer date.

### 4. Value Assurance:

- 4.1. The collateral value of this policy is the maximum face value that is guaranteed.
- 4.2. When modifications previously established under the main contract or document which formed the basis for the acceptance of risk by the insurer, the guarantee amount shall accompany such modifications, the insurer must issue the endorsement.
- 4.3. For further modifications made in 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 of issue.

## 5. Insurance Premium:

5.1. The borrower is responsible for paying the premium to the insurer throughout the term of the policy.

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

5.2.1. Not paid by the borrower on the closing date, any portion of the due premium, the insurer may appeal 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 borrower, if any installment with interest, the ability to anticipate the payment of any of the installments, a corresponding reduction in the contracted interest.

5.4. If the deadline for payment of premium for spot or any of its installments match day where there is no bank holiday, the payment could be made on the first business day that there banking hours.

5.5. The insurance company it shall send the bill invoice directly to the borrower or his representative, subject to the minimum of five (5) business days in relation to the respective maturity date.

## 6. Duration:

6.1. For the modalities of guarantee insurance in which there is linking the policy to the principal contract, the term of the policy it shall 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 it shall 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 under the main contract or document which formed the basis for the acceptance of risk by the insurer, the policy period it shall follow such changes, the insurer must issue the endorsement.

6.4. For further modifications made in 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, you can accompany such modifications as long as requested and there is it may accepted Insurer, through the endorsement of issue.

## 7. expectancy, Complaint and Characterization of Claim:

7.1. The expectancy, Complaint and Claim Characterization it shall be specified for each mode in the Special Conditions when fit.

7.2. The insurer it shall describe the Special Conditions documents to be presented to the consummation of the Complaint Sinister.

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

7.3. The Complaint Claims supported by this policy may be made 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 it may conclusion in detail.

## 8. Indemnification:

8.1. Characterized the accident, the insurer it shall fulfill the obligation described in the policy, up to a maximum limit of guarantee, according to one of the following ways as may be agreed between the parties:

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



II - indemnifying against payment in cash, damages and / or penalties caused by default by the borrower, covered by the policy.

8.2. The deadline for compliance with the obligation:

8.2.1. The indemnity payment or the beginning of realization of the main contract object should occur 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 it shall be suspended, restarting your score 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 grievance effects of the policy, the period of thirty (30) days it shall be suspended, restarting your score from the first business day following the revocation of the decision.

8.3. Where there linking the policy to a main contract, all the borrower's credit balances in the main contract it shall be used for amortization of injury and / or fine object of sinister complaint, subject to payment of compensation in due time.

8.3.1. If payment of compensation has already occurred at the conclusion of the investigation of the borrower's credit balances in the main contract, the insured is obliged to return any excess to the insurance you have been paid.

9. Bid Bonds Update:

9.1. Non-payment of financial obligations of the insurer, including indemnification pursuant to Section 8 of these General Conditions within the deadline for payment of the obligation it shall 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", counted from the first day following the end of the fixed term.

9.2. The index used for inflation adjustment it shall be the IPCA / IBGE - the Consumer Price Index of the Brazilian Institute of Geography and Statistics - or index that replaces 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 following the end of the deadline for payment of duty shall be equivalent to the rate in force for the late payment of taxes to the National Treasury.

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

10. Subrogation:

10.1. Pay compensation or the compliance with the obligations of the borrower defaulting, the insurer subrogate shall be the rights and privileges of the insured against the taker or against third parties whose acts or facts have caused the claim.

10.2. It is ineffective any act of the insured to diminish or extinguish at the expense of the insurer, the rights referred to in this item.

11. Rights of loss:

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

I - fortuitous cases or force majeure within the meaning of the Civil Code;

II - Breach of the borrower's obligations arising from acts or insured liability suits;

III - Alteration of the contractual obligations guaranteed by this policy that might have been agreed between the insured and the taker without the prior consent of the insurer;

IV - Illicit malicious acts or gross negligence comparable to deceit practiced 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 or his legal representative do misstatements or omit in bad faith circumstances of his knowledge that constitute aggravation of borrower'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 liable in proportion to the risk assumed, with the other participants in relation to the common prejudice.

#### 13. Competition policies:

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

#### 14. Extinction of the Guarantee:

14.1. The assurance expressed by this insurance shall terminate on the occurrence of the following events, whichever occurs first, subject to the deadline for sinister complaint pursuant to item 7.3. these General Conditions:

I - when the main purpose of the agreement 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 compensation 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 the policy to a major contract, or when the guaranteed obligation is extinguished, in other cases; or

V - upon the expiration 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 an expected object in contract, this guarantee it shall only be released or returned after the contract, in line with the provisions of paragraph 4 of article 56 of Law No. 8,666 / 1993, and it may extinction it shall prove, addition to the cases provided for in section 14.1, for receiving the object of the contract pursuant to art. 73 of Law No. 8.666 / 93.

#### 15. Contract Termination:

15.1. In the case of total or partial termination of the agreement at any time at the initiative of the insured or the insurer and mutual agreement, the following provisions shall apply:

15.1.1. In the event of termination at the request of the insurance company, this it shall retain the premium 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 it shall retain, at most, in addition to the fees, the premium calculated according to the following short-term table:

Ratio to be applied over the original term for obtaining time in days% Of Relationship Award to be applied over the original term for obtaining time in days% From Award

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

#### 16. Disputes:

16.1. Disputes that arise in implementing these terms 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 arbitration, to be optionally attached by the insured through express consent.

16.2.1. By agreeing to this clause, the insured it shall be pledging to resolve all its disputes with the insurance company through Arbitration, whose sentences have the same effect as 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 legal matters between the insurer and the insured it shall be processed by the jurisdiction of this.

19. Final Provisions

19.1. The acceptance of insurance it shall be subject to risk analysis.

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

19.3. The record of this plan with SUSEP does not imply, by the agency encourages or recommends its commercialization.

19.4. After seven days of issue of this document can be verified if the policy or endorsement has been properly registered at the SUSEP site - [www.susep.gov.br](http://www.susep.gov.br).

19.5. The registration status of the insurance broker can be found at [www.susep.gov.br](http://www.susep.gov.br) site, by the number of its registration at SUSEP, full name, CNPJ or CPF.

19.6. This insurance is hired the first ever risk.

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

19.8. Any translation charges for the reimbursement of expenses incurred abroad it shall be fully in charge of the Insurance Company.

## SPECIAL CONDITIONS

### 1. Object:

1.1. This insurance contract provides compensation up to the guarantee amount fixed in the policy, the damages arising from the breach of the obligations assumed by the taker in the main contract for construction, supplies of services.

1.2. It may also be guaranteed by this insurance contract values of fines and damages owed to the Public Administration, in view of the provisions of Law No. 8.666 / 93.

1.3. You can also be contracted with independent specific funds, the coverage Additional Actions Labor and Social Bid Bonds , as described in Chapter III of this Annex.

### 2. Definitions:

Is defined for purposes of this method, addition to the definitions of art. 6 of Law No. 8.666 / 93 and the art. 2 of Law No. 8.987 / 95:

I - Injury: pecuniary loss proven, over the values originating provided for the implementation of the main contract of the object, caused by the default of the borrower, excluding any damage arising from other class, such as liability, loss of profits.

### 3. Duration:

3.1. The term of the policy it shall 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 permits.

3.2. The renovations, referred to in item II of item 3.1., Do not assume, it shall be preceded by the insurer written final tender protocol to the insured and the borrower in advance of ninety days from the date of the policy in force validity of termination, stating it may explicit interest in maintaining Bid Bonds .

### 4. expectancy, Complaint and Characterization of Claim:

4.1. Expectation: as soon held the opening of the administrative proceedings to determine possible default by the borrower, 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 final tender protocol to the insurer, with a view to communicate and record expectancy Sinister.

4.2. Complaint: The Sinister expectancy it shall be converted into complaint, upon final tender protocol by the insured to the insurer, the completion of administrative procedures that prove the default of the borrower, the date it shall remain the official Complaint Sinister.

4.2.1. For Claims Complaint must be presented 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 borrower, its annexes and additives if any, duly signed by the insured and the borrower;

b) Copy of the administrative process that documented the default of the borrower;

c) minutes of copies, notifications, against final tender protocol s, documents, correspondence, including e-mails, exchanged between the insured and the borrower, related to borrower's default;

d) Spreadsheet, report and / or mail stating the existence of amounts withheld;

e) Worksheet, report and / or mail stating the values of the losses suffered;

4.2.2. The non formalization of Claim Complaint return in vain the expectation Sinister;

4.3. Characterization: when the insurer has received all the documents listed in item 4.2.1. and, after analysis, be proven the borrower's default in relation to obligations under the policy, the claim it shall be featured, the insurer shall issue the final regulatory report;

### 5. Ratification:

If fully ratified the provisions of the General Conditions which are not changed by this Special Condition.

#### PARTICULAR CONDITIONS

1. It is understood that this insurance guarantees the faithful fulfillment of obligations of the Minimum assumed in the concession contracts for exploration 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, scheduled to expire in 180 days after the end of the Exploration Phase, the object of this policy.

3. Applies to this policy the item 14.2 of the General Conditions, with the following additions: proof of full compliance with the Minimum Exploration Program, defined in Annex II - Minimum Exploratory Program, of the CONCESSION CONTRACT, it shall be through shipping release depending on the model IV Document - Completion Certificate Template.

4. 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 Borrower. Such information should be obtained directly by the insurer before the Borrower or by consulting the administrative processes of the ANP, provided there is no legal confidentiality or that the Borrower let go of such secrecy.

5. In addition to clause 7.4 of the General Conditions, are presumed to be valid the administrative decisions taken in the course of due administrative process, unless suspended or canceled by the administrative or judicial competent authority.

6. This policy does not insure risks arising from other modalities Insurance Guarantee, does not insure the obligations concerning tax payments, labor liabilities of any kind, social Bid Bonds , Indemnity to third parties and ensures no risk covered by other branches insurance.

7. Is still not covered damage and / or loss directly or indirectly caused by terrorist acts regardless of it may purpose, which has been duly recognized as a threat to public order by the competent authorities.

8. The value of this policy may be reduced as provided in Section Six of the CONCESSION CONTRACT, through the issuance of Endorsement Insured amount Reduction, issued by the Insurer after Reduction Certificate presentation, depending on model Document II - Proof of reduction, signed by the Insured.

9. It is understood and agreed that any updates to the value of the Insured amount must be requested in writing by the INSURED to the TAKER, which provide with the INSURER the updates by means of Endorsement Pledge Boost with the respective premium collection.

10. The updates referred to above may be requested by the INSURED when circumstantial changes occur, including but not limited to exchange and inflation fluctuations that modify the expected costs to comply Exploration Program guaranteed by this policy.

11. Noting the default of the policyholder, the insured must notify the INSURER, by sending release depending on the model III Document of the policy - Final tender protocol 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 Minimum Exploratory Program (PEM) not executed are set in Work Units (UT's) and are liquid as ANNEX II of the concession agreement.

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

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

14. In addition to Clause 4 of the Special Conditions, it is clear that the scheme of Concession Agreement for Exploration and Production, the default is characterized by the end of the Exploration Phase without compliance with the Minimum Exploration Program. No new concession period is possible for the implementation of the Minimum after the end of the Exploration Phase.

15. In addition to Clause 2 of the special conditions, the peculiar nature of the Concession for Exploration and Production of Law 9,478 / 1997, it is considered compensable loss the value of the exploratory commitments made by the Borrower and not completed until the end of Phase Exploration, established in Work Units (WU) and calculated in accordance with the system used by the ANP to define the Insured amount. It shall also be considered compensable loss determined by adding updates Insured amount held in the form of these Specific Conditions and any fines related to the failure of the exploration commitments. The amount of compensable losses by this policy is established as the volume of repurchase Work Units and unfulfilled, according to the ANP for systematic calculation Insured amount, plus any fines related to the breach.

#### 16. Notifications

All final tender protocols, demands, instructions, waivers or other communications to be provided pursuant to this Guarantee Insurance should be written in Portuguese and delivered by personal messenger or courier, upon receipt, or mail return receipt requested and forwarded to the following addresses:

i) to the INSURER:

[Insert name of business insurance company]

[Insert address of the business insurance company]

[Insert postal code]

[Insert city name]

ii) to the INSURED:

National Agency of Petroleum, Natural Gas and Biofuels

Superintendent of Exploration

Avenida Rio Branco 65, 19th floor

20090-004

Rio de Janeiro - RJ

(iii) to the TAKER:

[Insert name of company business borrower]

[Insert address of company business borrower]

[Insert postal code]

[Insert city name]

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

\_\_\_\_\_ **(Signature)**\_\_\_\_\_

*([Inserir o nome da sociedade empresarial seguradora])*

**Document II - Reduction Certificate**

[MODEL TO BE COMPLETED BY ANP IN CASE OF REDUCTION - DO NOT FILL]

In reference to the Insurance Guarantee Performer (Performance Guarantee), the [insert city name] dated [insert date in the format day / month / year] issued by [insert name of Issuer]

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

(I) the amount in reais specified under (a) is the amount allocable to the Face Value of Guarantees for work performed by contractors regarding the Minimum Exploratory Program to the date of this certificate; and

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

(A) Amount in Reais allocable to work the Minimum Exploration Program R \$ [insert Face Value]

(B) Remaining Face Value R \$ [insert Face 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]

Title: [insert title]



**Document III - Default Final tender protocol and Indemnity Request**

Policy No. [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 SERVICE - NOT FILL]

In cash

The undersigned, duly authorized to sign this certificate on behalf of ANP, hereby certifies that (i) the Agreement has terminated without completion of the Minimum Exploration Program or (ii) the Minimum Exploratory Program was not fulfilled by contractors from [insert the start date of non-compliance with obligations in the format day / month / year].

We ask to pay the National Agency of Petroleum, Natural Gas and Biofuels a nominal value of R \$ [insert Face Value] ([insert amount in words] real).

Serve as n.º. POLICY [Insert policy number] issued by [Name Of Insurance].

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS

\_\_\_\_\_  
[Signature]

Name: [insert name]

Title: [insert title]

To: [insert name of business insurance company]  
[Insert address of the business insurance company]

## Document IV - Completion Certificate

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

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

The Minimum Exploratory Program was fully completed by contractors; and

Closed to the Contractor's obligations it may 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

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[Signature]

Name: [insert name]

Title: [insert title]

## **ANNEX XXV – MODEL OF PLEDGE CONTRACT OF OIL AND NATURAL GAS AND OTHER AGREEMENTS FOR THE EXECUTION OF MINIMUM EXPLORATORY PROGRAM COMPLIANCE**

[Insert name of company business], legally represented by it may (s) partner (s) [insert name (s) (s) (s) partner (s)], enrolled with the CNPJ / MF under No. [insert registration number CNPJ], with address at [insert full address] (called COLLATERAL DEBTOR or [INSERT NAME OF COMPANY COMPANY]).

NATIONAL AGENCY OF PETROLEUM, NATURAL GAS AND BIOFUELS - ANP, special agency under the Ministry of Mines and Energy, created by Law No. 9478 of August 6, 1997, with headquarters in SGAN Quadra 603, Module I, 3rd floor, in Brasilia, Distrito Federal (ANP), duly represented by its Director a) General, Sr (a). [Insert name of (a) Director (a) General ANP] as art. 11, II, of its Charter, approved by the ANP No. 69 of April 6, 2011, and under the jurisdiction provided for by art. 11, IV, of the same bylaws. (Called COLLATERAL CREDITOR or ANP).

Whereas:

in accordance with Articles 36 to 42 of Law No. 9,478 / 97, the [insert name of company business] participated in bidding for grant of concession contracts, has been approved as a winner, as published in the Official Gazette of [ insert the date in the format day / month / year], the [insert number], page (s) [insert (s) number (s) (s) Page (s)], the so-called blocks [the inseriros (s) code (s) / name (s) (s) unit (s)];

In accordance with article 26, caput, of Law No. 9,478 / 97, the [insert name of company business] owns the Oil and Natural Gas extracted from fields listed in Annex I;

The [insert name of company business] Dealer acquired rights in the Thirteenth Round of Bids and that (s) program (s) Exploratory (s) Minimum (s) for (s) (s) respective (s) Area (s) Concession (are) be subject to guarantee, as the item 6.1.e3 the Final tender protocol of Thirteenth Round Bids totaling more to commitments pursuant to (s) program (s) Exploratory (s) Minimum (s) is the breeding £ [insert pecuniary value in figures] ([insert monetary amount in words] reais), to be guaranteed [insert "partially" or "totally", as applicable] hereby in amount of R \$ [insert pecuniary value in figures] ([insert amount in words currency] real).

PARTIES have each other just and hired enter into this Petroleum Pledge Agreement, which is governed by the terms and conditions set out below:

### **SECTION ONE - PURPOSE AND DURATION**

This Agreement has as its object the pledge of Petroleum and Natural Gas extracted from the (s) Course (s) listed (s) in Annex I, as in actual production, in order to ensure (s) program (s) Exploratory (s) Low (s) set (s) in (s) Contract (s) listed Concession (s) in Annex II of this Pledge Agreement Oil and / or Natural Gas, acquired (s) on the occasion of the Thirteenth Round of Bids ANP, held on [insert date in the format day / month / year].

This instrument shall enter into force on the date of its signature and shall remain in force until full compliance with the Minimum Exploration Programs assured.

## SECOND CLAUSE - FORMALIZATION PAWN

2.1 The [insert name of company business] hereby gives first and exclusive pledge to ANP, in accordance with Articles 1431-1435 and 1447-1450 of Law No. 10.406, of January 10, 2002 (Code Brazilian Civil) to ensure [insert "partially" or "totally", as appropriate] the obligations assumed (s) Contract (s) listed Concession (s) in Annex XX, for the program (s) Exploratory (s) Minimum (s) it (s) contained (s), the extracted oil (s) of field (s) from the measurement point, as defined in (s) that (s) Contract (s) Grant, the (s) Course (s) listed in the Production Phase (s) in Annex I of this Petroleum Pledge Agreement, in an amount equivalent to / the [insert "part" or "total", as appropriate] of committed in the value (s) program (s) Exploratory (s) Minimum (s) as listed (s) in Annex II of this Agreement.

2.2 The [insert name of corporate society] it shall confirm, through Monthly Bulletins Measurement and Verification Statement of Special Participation (DAPE), the Petroleum and Natural Gas Production from the fields mentioned in Annex I, in order to maintain always committed amount necessary for satisfying the obligations assumed in this Agreement in relation to the (s) program (s) Exploratory (s) Minimum (s) in the amount defined in Section 9.1.

2.3 The [insert name of company business] undertakes to monitor the Total Amount Committed under clause 3.4 and present collateralised whenever there are negative difference between the effective guarantee and the guarantee required higher than permitted by applicable law, or whenever requested by ANP.

## THIRD CLAUSE - FORMULA PAWN IN OIL CALCULATION OF ANNEX I

3.1 The total amount of the pledge in oil every year to follow the formula of calculation:

Total Value Committed =  $\sum c$  (Production  $\alpha$ cPreço x / x Exchange Rate x T)

Where:

$\sum c$  = sum of the values for each field offered as collateral

Production = Total daily production forecast of committed field.

$\alpha$ c = multiplier which represents the difference in quality between Brent crude and oil the chain offered as collateral field, calculated by the ANP for payment of government participation purposes as calculating memory of minimum oil prices to interest payment purposes government.

PBrent = Reference Price in US \$ / bbl, corresponding to the monthly average of the daily prices of Brent crude oil, quoted in PLATT'S CRUDE OIL Marketwire, in US dollars per barrel for the month immediately prior to forwarding the draft contract to the ANP .

Exchange rate = official exchange rates provided by the Central Bank of Brazil (Purchase Ptax), the business day immediately prior to the closing date of referral of the draft contract to the ANP.

T = maximum period in days of contract execution, as clause 4.2

3.2 The ANP it shall adopt periodic review of the total oil pledge offered as collateral, as provided in this agreement and in the Applicable Law.

3.3 For the purpose of periodic review that Trada clause 3.3, the following parameters it shall be adopted:

Committed Total value: Total value of the oil pledge for each year, as determined in section 3.1. Must, at the time of signing the contract, be greater than or equal to the Required Warranty.

Required Warranty: is the minimum amount that the dealer must commit to the ANP to ensure the settlement of liabilities arising from the overall value of the PEM blocks listed in Annex II of this instrument.

Effective guarantee: the market value of the total actual production of the fields engaged in ensuring the settlement of obligations under PEM calculated by the following formula

$G = Q \times (E \times T \times D \times P_{tax})$  where

QE = average effective field production in the month preceding the measurement;

T = maximum period in days of contract execution, as clause 4.2;

P = Reference Price in US \$ / bbl, corresponding to the monthly average of the daily prices of Brent crude oil, quoted in PLATT'S CRUDE OIL Marketwire, in US dollars per barrel for the month immediately prior to forwarding the draft contract to the ANP ; and

Ptax = exchange rate (Ptax buying rate) on the previous working day of the assessment;

Call assurance margin: is the negative difference between the effective guarantee and the required collateral, that is, the additional value that the dealer must commit to the ANP in order to meet the margin requirement if the variation in parameters adopted in time contract signature causes the effective guarantee of the pledge is, at the time of periodic review, lower than the effective guarantee.

3.4 We it shall only accept for Total Value calculation purposes Committed farms whose average value of Adjusted Net Operating Income to Basis, a barrel of the four quarters prior to the contract signing date is positive.

3.4.1 - For purposes of this clause, shall be deemed to Adjusted Net Operating Income to accurate calculation basis as provisions and definitions set out to fill the Determination Statement of Special Participation (DAPE) as Decree 2705/98, arts. 25 and 26, ANP No. 58/2001 and Resolution ANP no 12/2014.

#### SECTION FOUR - TRADITION AND DEPOSIT

4.1 Pursuant to art. 1431, Sole Paragraph, of the Civil Code, the oil remains engaged with the debtor, the [insert name of corporate society], which should save and save until we started running the pledge or any other case provided for in Article 1436, V of the Civil Code. Is [insert name of company business] responsible for ensuring the maintenance of good (s) Course (s) whose production of oil and / or gas is now offering as collateral in order to preserve or increase the production levels that were presented for the measurement of this object.

4.2 As depositary of fungible goods, the [insert name of company business] undertakes to deliver when demanded by the ANP, goods in equal quantity and quality of the goods involved, in order to ensure the implementation of the pledged collateral, the amount stated Section 9.1, within sixty (60) days from the occurrence of default under the Concession Agreement described in Annex II of this Pledge Agreement Oil and Natural Gas.

#### SECTION FIVE - REGISTRATION

5.1 Immediately after the signing of this Agreement, [insert name of corporate society] should promote it may registration with the district of Real Estate Registry Office where the fields are located are listed in Annex I of this Pledge Agreement Oil and Natural Gas , pursuant to Article 1448 of the Civil Code, averbando it, if necessary, the Board of Trade of [insert state name of the Federation], leaving it to the [insert name of company business] all procedures and costs.

#### SECTION SIX - REPRESENTATIONS AND WARRANTIES

6.1 The [insert name of company business] represents and warrants to creditor Collateral that:

has full power, authority and capacity to enter into this Agreement and comply with the obligations in it, to taking both obtained the authorization of its [insert "partners" or "shareholders" as appropriate];

this Agreement constitutes a legal, valid and binding obligation of [insert name of corporate society] and can be run against it in accordance with its terms;

the signature of this Agreement does not constitute, nor constitute, violation of his [insert "Laws" or "Social Contract", as applicable], or any other corporate documents, either from other contracts or obligations to third parties;

is not required to obtain any other consents, approvals or notifications regarding: (i) the creation and maintenance of lien on the goods object of it; (ii) the validity or enforceability of this Agreement;

there is some dispute, investigation or proceeding before any court or tribunal, or administrative bodies, to undertake relevant proportions of affections assets and rights to this Agreement;

is legitimate, the sole and exclusive owner of the assets pledged under (s) Agreement (s) related concession (s) in Annex II of this Petroleum Pledge Agreement, which are free and clear of any and all liens or encumbrances;

declares that it has executed prior to the execution hereof, Sale Agreement of Oil and / or Natural Gas [insert name of yearther business company], and in him there is no fee established if it does not deliver to the buyer a portion of it may production needed to honor the commitment set out in this Agreement; (SECTION APPLY ONLY IF THE COMPANY HAS COMPANY PRODUCTION SALES PRIOR AGREEMENT WITH THE OTHER BUSINESS SOCIETY)

It ensures that in case of implementation of this pledge, the ANP it shall have guaranteed the preference for the appropriation of the fruits from the sale of oil and natural gas now committed;

refrains from instituting any other lien on the property now engaged;

agrees to maintain, during the term hereof, EFFECTIVE WARRANTY enough to cover it may implementation, not later than sixty (60) days in the event of default under the Concession Agreement described in Annex II of this Pledge Agreement Oil and Natural Gas;

undertakes, whenever there are negative difference between the effective guarantee and the Bid Bonds required higher than permitted by applicable law, or whenever required by the ANP, to make the strengthening of guarantee in the amount of MARGIN CALL, as provided in Section 6.2; and

undertakes, during the term of this Pledge Agreement, to send to the ANP Determination Statement of Special Participation (DAPE) related to the fields listed in Annex 1 as arts. 25 and 26 of Decree No. 2,705 / 1998, ANP No. 58/2001 and Resolution ANP no 12/2014.

6.2 The ANP declares the debtor Collateral that:

Donation approved by the ANP, under any circumstances, imply a waiver of any right secured by law, nor constitute termination of the now celebrated pledge under Article 1436 of the Civil Code;

You may make the control of the total EFFECTIVE WARRANTY, according to the Applicable Law, as provided in Section Three.

May occur MARGIN CALL, whenever there is a negative difference between EFFECTIVE WARRANTY and REQUIRED WARRANTY than percentage, defined in Applicable Law, the value of the constant REQUIRED GUARANTEE Clause 9.1.

The value of MARGIN CALL correspond to the negative difference between EFFECTIVE WARRANTY and REQUIRED WARRANTIES, calculated as Third Clause and under Clause 6.2.c.

### 6.3 mutual Statements:

PARTIES declare that this Agreement it shall be signed prior to the signature (s) Contract (s) described Award (s) in Annex II of this Petroleum Pledge Agreement, which (s) program (s) Exploratory (s) Minimum (s) is (are) here assured (s), which it shall give up to the date of [insert date of signing the Concession Agreement, in the format day / month / year] as set out in the Final tender protocol of Thirteenth Bidding Round.

The ANP consent to [insert name of company business] remain fulfilling it may Sale Agreement of oil and natural gas to the [insert name of yearther business company] for the sale of part of its production in the fields mentioned in Annex I, in compliance with the other clauses and provisions of this Agreement. (SECTION APPLY ONLY IF THE COMPANY BUSINESS PRODUCTION AGREEMENT HAS A PREVIOUS SALES WITH YEARTHER COMPANY BUSINESS).

## SECTION SEVEN - GUARANTEE OF EXECUTION

7.1 In the event of default under the Concession Agreement described in Annex II of this Pledge Agreement Oil and Natural Gas, the ANP may make use of the pledged collateral to determine its disposal, in whole or in part, to cover the amounts corresponding to the obligations assumed by [insert name of company business] in (s) that (s) program (s) Exploratory (s) Minimum (s), sealed it may retention in any other capacity in the face of an express prohibition in Article 1428 of the Civil Code.

7.2 For the purposes of the provisions of sub-clause 6.1, the [insert name of company business] at your own risk, is hereby authorized to, on behalf of ANP, take all actions necessary to promote the sale and transfer the 3rd of Petroleum and Natural Gas engaged in sufficient quantity to cover the amount corresponding to the default there, and pass immediately to the account to be designated by the ANP, the corresponding value, otherwise the start of the judicial implementation of this instrument.

7.2.1 The ANP may alternatively request the company that delivered the Oil and Natural Gas committed to third parties, so that it may practice on behalf of the ANP, all actions necessary to promote the sale and transfer of the Oil and Gas Natural committed, in an amount sufficient to cover the amount corresponding to there default.



7.3 In addition to the rights listed in the law concerning the matter, and devices provided for in the Third and Sixth clauses of this contract, the ANP may require the strengthening of guarantee if the goods deteriorate or perish through no fault of [insert name of corporate society]; obtain compensation for any damage that may come to be incurred; have a preference in respect of the assigned value if there is the authorized assignment of rights.

7.4 If the ANP has to resort to legal means to implement the Bid Bonds provided herein and subsequent receipt of your credit it shall be the [insert name of company business] required to pay in addition to the principal, interest and comminations contractually provided for, court fees , litigation costs and attorneys' fees already fixed in 20% (twenty percent) of the value of the execution.

## SECTION EIGHT - AMENDMENTS AND FINAL TENDER PROTOCOL S

8.1 Each and every addition to the provisions of this Pledge Agreement Oil and Natural Gas is only valid if made in writing and signed by the PARTIES.

8.2 Any final tender protocol , statement or other communication required under this Petroleum Pledge Agreement shall be in writing and sent by any reliable means of receipt, to the following addresses:

To the [insert name of company business]:

[Insert address of the business society]

CEP [insert postal code] - [insert city name], [insert the acronym of the Federation Unit]

Fax: ([insert number of DDD]) [insert telephone number]

To the ANP:

Superintendent of Exploration - SEP

Av Rio Branco, 65 -. 19th floor

20090-004 Rio de Janeiro - RJ Brazil

Fax (21) 2112-8129 and (21) 2112-8139

## SECTION NINE - TOTAL DEBT

9.1 The total REQUIRED WARRANTIES, on the date of signature of this Agreement, is \$ [insert pecuniary value in figures] ([insert monetary amount in words] reais), which can be reduced to the extent that it may be being met the commitments relating to the (s) program (s) Exploratory (s) Minimum (s) constant (s) (s) contract (s) Award of [insert name of company business], listed in Annex II by term amendment to this Agreement of Petroleum Pledge.

9.2 After verifying the ANP the default of [insert name of company business] in the Concession Agreements described in Annex II of these, for the program (s) Exploratory (s) Minimum (s), the debt it shall be considered overdue and this Warranty it shall be performed in accordance with the provisions of Clause Six hereof.

9.3 The termination of this pledge is made in accordance with the provisions of Article 1436 of the current Civil Code.

## CLAUSE - JURISDICTION AND APPLICABLE LAW

10.1 The PARTIES elect the Federal Court - Judiciary Section of Rio de Janeiro as competent to resolve any and all disputes arising from this Petroleum Pledge Agreement, waiving any other, however privileged it may be.

10.2 This Pledge Agreement of Petroleum and Natural Gas and its Annexes shall be governed and construed in accordance with Brazilian law.

10.3 All obligations contained herein it shall be fulfilled and respected by the Parties and its successors in title.

And, being so fair and contracted, the PARTIES sign this instrument in three (3) copies of equal content and form, along with witnesses who also sign.

Rio de Janeiro, [insert day] of [insert month], [insert year].

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[Signature]

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[Insert the name of the Legal Representative of corporate society]

[Insert name of corporate society]

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MAGDA MARIA REGINA CHAMBRIARD  
DIRECTOR GENERAL OF ANP  
NATIONAL AGENCY OF PETROLEUM, NATURAL GAS  
AND BIOFUELS - ANP

Witnesses

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Name:

Identity:

CPF \_\_\_\_\_



## **ANEXO XXVI –MODEL OF PERFORMANCE BID BONDS**

This Performance Guarantee refers to the Concession Contract No. [insert number of the Concession Agreement], Block [insert name / acronym of the block] concluded between the National Agency of Petroleum, Natural Gas and Biofuels (ANP) and [insert name of society corporate company dealer] ("Guaranteed"), [insert type of business company regulated in arts. 1039-1092 of the Civil Code] organized under Brazilian law.

With reference to the obligations under the Agreement or related to this, assumed by the Guaranteed, or permit them to be imposed, [insert name of corporate company guarantor society] ("Guarantor"), a [insert type of business company, regulated in arts. 1039-1092 of the Civil Code] incorporated under the laws of [insert country of origin of the Guarantor], a controlling, directly or indirectly, or array of the Guaranteed, agrees fully with the provisions numbered below:

1. Capitalized terms not defined herein have the meanings set forth in the Agreement.
2. The Guarantor declares to the ANP that: (i) is organized under the laws of it may jurisdiction; (ii) it has all corporate powers and legal representation to sign, display and perform this Guarantee; (iii) this Guarantee is valid legal obligations assumed by the Guarantor and is enforceable against it in accordance with its terms; (iv) are not necessary government approvals for the execution, delivery and performance of this Guarantee, except as have been obtained and are in force; and (v) the execution, delivery and performance of this Guarantee by the Guarantor it shall not violate any law or existing regulation device to which it is subject, and any provision of the corporate documents of the Guarantor or any agreements or contracts to which this part.
3. The Guarantor hereby guarantees to the ANP, in unconditionally, as primary obligor, the due and punctual performance of all the Guaranteed obligations by reason of this Agreement or related.
4. If the Guaranteed not comply in any respect its obligations under the Agreement 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, claims, costs and expenses resulting from the failure in operations carried out by the Assured or the breach of the Agreement by this. ANP any initiatives for direct accountability of the Guaranteed, at any time, do not invalidate the obligations of the Guarantor contained in this Warranty.
5. This warranty is unconditional and it shall 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 Agreement, (b) any term extension, 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 it shall be allowed this Performance Guarantee in the event of sale of the entire undivided interest in the rights and obligations relating to the grant, since the entrepreneur transferee company expressly assume responsibility for all previous duties and immediately following its entry into the Agreement.

7. The ANP shall have no obligation to pursue any remedy or take any action against or in respect of the Guaranteed Entity prior to enforcing its rights under this Guarantee directly against the Guarantor. The Guarantor, moreover, it shall not be allowed to claim that the ANP could have avoided or mitigated in any way, or through any action, the damages resulting from the Agreement for Guaranteed breach, or that the agency could use any other guarantee held at any time in your favor, before proceeding against the Guarantor in connection with the obligations of this, as this Warranty. The obligations of the Guarantor under this Guarantee shall be independent and and this it shall not be entitled to compensation or counterclaim with respect to any claims it may have against the ANP or any other person.

8. All Guarantor's obligations forth herein shall bind the Guarantor and its successors. The Guarantor may not assign or delegate its duties or obligations without the prior official consent in writing of the ANP, and any purported assignment or delegation without such consent shall be null and without any value. The Guarantor confirms that this Guarantee shall be valid with respect to any society corporate company assignee that is an Affiliate of the Guaranteed, under this Agreement. Occurring mentioned assignment, the entrepreneur transferee company shall be considered as Guaranteed for all purposes hereunder to the extent of the assigned obligations.

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 this right or otherwise.

11. Any amendment or modification of this Guarantee shall be effective only if done officially and signed by the Guarantor and the ANP.

12. Any dispute concerning the interpretation of this Warranty it shall 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 enforcement of this Guarantee, including, without limitation, costs and attorney's fees it shall be paid in cash by the Guarantor, upon presentation of invoices.

14. Any and all final tender protocols, demands, instructions, waivers or other communications relating to this Guarantee, and any consents provided this it shall be written in Portuguese and it shall be effective upon receipt, and shall be personally delivered or sent by courier, first class mail or fax to the addresses below:

To the Guarantor:

[Insert name of Guarantor]

[Insert address of Guarantor]

[Insert postal code]

[Insert city name]

To the ANP:

Superintendent of Exploration

Avenida Rio Branco 65, 19th floor

20090-004

Rio de Janeiro - RJ

Brazil

Fax (+55 21) 2112 8419

The addresses and fax numbers of either party may be changed by means of official notification, in writing, from one to yearther with a minimum of fifteen (15) business days prior to the effective date of change.

This Guarantee may be executed in [insert the corresponding number to the number of routes] ([insert amount routes in words]) copies, and any such pathways considered original.

This Guarantee has been duly executed by the Guarantor on [day] of [month] in [year], and it shall be effective and it shall take effect from the date of its approval by the ANP.

([Name of Guarantor])

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[signature]

Name:

Name:

Receiptand accepted[day]of[month] de [year].

National Agency of Petroleum, Natural Gas e Biocombustíveis

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[signature]

Name:

Name:



**ANNEX XXVII –DRAFT OF CONCESSION CONTRACT**