



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

## **ANNEX II - CONTRACT PROVISIONS**

STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

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This ANNEX gathers the guidelines that should be followed by the CONCESSIONAIRE in compliance with the CONCESSION provisions in the PARKS.

## **1 PURPOSES OF THE CONCESSION**

As established in Section Five of the CONTRACT, as well as in all applicable legislation, especially environmental and building preservation standards the purpose of this BIDDING PROCESS is the commissioning, to a private legal entity, of activities consisting of investments, conservation, operation, maintenance and economic activities of the CONCESSION AREA within the PARKS, including, but not limited to, the preparation of projects, the execution of construction works and investments, the rendering of services and the economic operation of environmental education, recreation, leisure, sports and culture, subject to the conditions established in this ANNEX, in the NOTICE, the CONTRACT and ANNEXES.

The CONCESSION aims to:

- I. improve the provision of services related to the public use of the CONCESSION AREA;
- II. promote environmental education and provide USERS quality services, information, infrastructure, and equipment consistent with the goals of creating the PARKS;
- III. organize the USERS flow within the CONCESSION AREA, as a public space;
- IV. promote recreation, leisure, sports, and culture;
- V. ensure the implementation of control and monitoring tools for visiting the CONCESSION AREA;
- VI. provide USERS with a functional and safe infrastructure based on the guidelines and provisions listed in this document and ANNEX III;
- VII. ensure the environmental quality of the CONCESSION AREA, prioritizing the implementation of infrastructures, activities, and services with sustainable premises and minimal impact on environmental features; and
- VIII. value the potentials and vocation of each PARK, preserving its specific objectives, characteristics, experiences, and historical importance for the users and the City of São Paulo.

## **2 GENERAL PROVISIONS**

The CONCESSIONAIRE shall execute all activities described in this ANNEX, save when expressly provided otherwise.

Operations of the CONCESSION AREA may involve different components, but shall be subject to the mandatory minimum conditions of this CONCESSION and does not violate the applicable regulations or the MANAGEMENT PLAN.

The CONCESSIONAIRE shall adhere to the entire legal framework applying hereto, encompassing all federal, state and municipal laws, decrees, regulations, ordinances and rules, including environmental laws, legislation enacted by the Fire Department and Property Heritage Listing laws, directly and/or indirectly applying to the purpose of the CONCESSION.

The CONCESSIONAIRE shall respect the terms of all effective MANAGEMENT PLANS, which are the primary referential documents, and shall establish and define the PARKS' zoning, and determine the rules that will govern the use of the CONCESSION AREA.

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The ticket fee in the PARKS is prohibited. It is possible to charge for USERS' access to buildings, services, attractions, and special activities provided by CONCESSIONAIRE. In such cases, half-price ticket benefits and free-of-charge admissions that are required by applicable legislation or that may eventually be enacted, must be guaranteed. In the case of educational and cultural equipment, public school free-of-charge admissions for early childhood, elementary and high school education, especially in the Reading Area, the Aquarium, and the Environmental Education area, Visitors Space or Center should be maintained.

### **3 DELIVERY OF PLANS AND PROJECTS**

The CONCESSIONAIRE shall procure all mandatory authorizations, permits, licenses and approvals from the respective bodies and Public Administration entities, on federal, state and municipal levels, given the execution of the activities and construction works connected with the CONCESSION, provided that it shall bear all costs incurred with such processes, according to the CONTRACT.

#### **3.1 PLAN FOR MANAGEMENT AND OPERATION**

The CONCESSIONAIRE shall deliver to the GRANTING AUTHORITY, within 90 (ninety) days, counted as the DATE OF EXECUTION of the CONTRACT, the PLAN FOR MANAGEMENT AND OPERATION containing the planning of the activities required to satisfy the obligations described in the CONTRACT and ANNEXES, as referenced herein, for each of the three PARKS objects of the CONCESSION. The CONCESSIONAIRE may deliver an integrated PLAN FOR MANAGEMENT AND OPERATION for VILLA-LOBOS and PARQUE CANDIDO PORTINARI.

The receipt of the PLAN FOR MANAGEMENT AND OPERATION by the GRANTING AUTHORITY shall be subject to a process of admissibility, which shall have a duration of 05 (five) days, during which all the information and documents delivered are to be reviewed, to ensure that all documents to be evaluated have been delivered by the CONCESSIONAIRE.

Upon conclusion of the admissibility process, the GRANTING AUTHORITY shall review the PLAN FOR MANAGEMENT AND OPERATION delivered by the CONCESSIONAIRE within no more than 30 (thirty) days, which may be extended a single time, for an equal period.

The GRANTING AUTHORITY shall assess the execution of obligations established in the CONTRACT and ANNEXES, approving or rejecting, or determining changes to be made, if any breaches of CONTRACT are identified. For issues that do not constitute a breach of obligations established in the CONTRACT and ANNEXES, the GRANTING AUTHORITY may only produce comments or suggestions that could improve the PLAN FOR MANAGEMENT AND OPERATION, and the CONCESSIONAIRE may or may not accept any suggestions made.

Following the delivery of the PLAN FOR MANAGEMENT AND OPERATION by the CONCESSIONAIRE, the TERM OF DELIVERY OF THE PUBLIC ASSET shall be issued to the CONCESSIONAIRE, subject to the terms of the CONTRACT.

Once the TERM OF DELIVERY OF THE PUBLIC ASSET has been issued, the CONCESSIONAIRE is to begin operating the CONCESSION AREA, which will thereafter be under its sole responsibility, according to the CONTRACT.

The PLAN FOR MANAGEMENT AND OPERATION shall consist, at the very least, of the following Plans, detailed hereinbelow:

- A. Risks and Contingencies Plan;

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- B. Fire Emergency Plan;
- C. Solid Waste Management Plan (PGRS, in Portuguese);
- D. User and Property Security and Access Control Plan;
- E. Maintenance Plan;
- F. Cleaning Plan;
- G. Green Areas Maintenance Plan;
- H. Plan for the Handling of Breed Stock in Parque ÁGUA BRANCA;
- I. Mobility and Accessibility plan for Parque VILLA-LOBOS and Parque CANDIDO PORTINARI;
- J. Visitation Impact Monitoring Plan; and
- K. Visitor and Community Satisfaction Survey.

The PLAN FOR MANAGEMENT AND OPERATION shall provide information on the activities and services provided regarding environmental education, recreation, leisure, sports, and culture, considering the daily routine and events in the PARKS.

The PLAN FOR MANAGEMENT AND OPERATION shall be updated from time to time, but at least every 48 (forty-eight) months, during the ORDINARY REVIEW cycles of the CONTRACT, and submitted to the GRANTING AUTHORITY, according to the CONTRACT. Moreover, if any change or adjustment is made to the PLAN FOR MANAGEMENT AND OPERATION, the CONCESSIONAIRE shall submit the specific amendment proposal to the GRANTING AUTHORITY, and await its response, as established hereinabove.

The PLAN FOR MANAGEMENT AND OPERATION shall cover the entire CONCESSION AREA, including constructions that will continue to be used by the GRANTING AUTHORITY, as established in this ANNEX.

The specific Plans for Visitation Impact Monitoring and the Visitor and Community Satisfaction Survey must be submitted to the GRANTING AUTHORITY within 180 (one hundred and eighty) days of the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET.

The PLAN FOR MANAGEMENT AND OPERATION must be presented and shared with the PARKS' BOARDS by the CONCESSIONAIRE and/or GRANTING AUTHORITY.

### **3.2 INTERVENTIONS PLAN**

The CONCESSIONAIRE shall, within no more than 180 (one hundred and eighty) days, counted as of the DATE OF SIGNATURE of the CONTRACT, deliver the INTERVENTIONS PLAN for the CONCESSION AREAS to the GRANTING AUTHORITY, which shall be approved if the latter does not oppose it. The document shall describe INTERVENTIONS and activities to be implemented in the CONCESSION AREAS of the three parks, including, at a minimum:

- A MANAGEMENT PLAN describing the significant elements to be implemented, the program, architecture, urbanization and landscape aspects, in such a way as to allow the GRANTING

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AUTHORITY to understand the use and the engineering and architectural solutions proposed by the CONCESSIONAIRE for the INTERVENTIONS;

- The PHYSICAL-FINANCIAL SCHEDULE applying to the INTERVENTIONS, detailing timeframes and areas that shall be subject to INTERVENTIONS;
- The planning of the public use operations within the CONCESSION AREA, detailing the activities to be implemented;
- Visual Identity Project.

The CONCESSIONAIRE shall produce its INTERVENTIONS PLAN according to the guidelines established in this ANNEX, and in ANNEX III, encompassing the contractual infrastructure-related duties.

In addition to the items referenced, the CONCESSIONAIRE shall associate an operating plan with the INTERVENTIONS, specifying the activities that it proposes to execute in the CONCESSION AREA, based on the guidelines established in this ANNEX.

The first INTERVENTIONS PLAN shall be prepared considering a timeframe of, at least, 60 (sixty) months, according to the interests of the CONCESSIONAIRE and mandatory duties. Any updates shall adhere to the ORDINARY REVIEW schedule.

The preparation of the Basic Project for each of the INTERVENTIONS shall adhere to the guidelines in ANNEX III and rely on contributions from the GRANTING AUTHORITY, provided that it be delivered by the CONCESSIONAIRE at least 70 (seventy) days in advance, for the following mandatory steps, either for the elaboration of the Executive Project or for submission to the heritage conservation institutions, when applicable.

The receipt of the INTERVENTIONS PLAN and each of the Basic Projects by the GRANTING AUTHORITY shall be the admissibility process, with a duration of 05 (five) days, during which all the information, projects and documents produced are to be examined, to ensure that all mandatory documents to be examined have been delivered by the CONCESSIONAIRE.

When the admissibility process concludes, the GRANTING AUTHORITY shall review the INTERVENTIONS PLAN or the Basic Projects produced by the CONCESSIONAIRE within no more than 30 (thirty) days, which may be extended a single time, for an equal period.

The GRANTING AUTHORITY shall issue a document stating that it does not oppose the INTERVENTIONS PLAN or the Basic Projects produced by the CONCESSIONAIRE, so that the process of implementation of the activities and the proposed INTERVENTIONS can begin.

The CONCESSIONAIRE may only begin the INTERVENTIONS in the CONCESSION AREA as of the receipt of the non-opposition document concerning the INTERVENTIONS PLAN and the respective Basic Projects.

The GRANTING AUTHORITY shall have the prerogative to reject the INTERVENTIONS PLAN and the Basic Projects produced when:

- I. in regards to the MANDATORY MINIMUM INVESTMENTS, the minimum parameters established in this ANNEX and ANNEX III are not respected;
- II. in regards to any INTERVENTIONS, the technical and environmental requirements established in this ANNEX and ANNEX III are not complied with, nor are they compatible with the MANAGEMENT PLAN;

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- III. in regards to any INTERVENTIONS, if technical flaws and/or mistakes are identified in the Basic Projects, due either to a failure to comply with the requirements in ANNEX III or applicable laws;
- IV. in regards to the activities to be developed, the minimum parameters established in item 7 of this ANNEX are not respected;
- V. in regards to the visual identity, if parameters established in item 3.3 of this ANNEX are not respected.

If the GRANTING AUTHORITY makes no opposition to the INTERVENTIONS PLAN and the Basic Projects, and neither of the above situations occurs, the CONCESSIONAIRE may start the INTERVENTIONS established in the INTERVENTIONS PLAN and the Basic Projects produced as soon as it receives the response from the GRANTING AUTHORITY, informing that it has no objections.

The INTERVENTIONS PLAN shall be reviewed from time to time, but at least every 48 (forty-eight) months, or when any new adjustments are proposed, subject always to the statement of no opposition to be issued by the GRANTING AUTHORITY. If any INTERVENTIONS are needed before said minimum timeframes, the CONCESSIONAIRE shall submit proposals promptly.

The INTERVENTIONS PLAN must be presented and shared with the PARK Guidance Boards by the CONCESSIONAIRE and/or the GRANTING AUTHORITY.

### **3.2.1. VISUAL IDENTITY PROJECT**

The CONCESSIONAIRE shall develop a new visual identity for the CONCESSION AREA, for the purposes of all future communications and signage used on the CONCESSION AREA, within no more than 150 (one hundred and fifty) days of the DATE OF SIGNATURE of the CONTRACT, by developing a visual identity project that takes into account the specifics of each PARK that is subject to this CONCESSION.

The Visual Identity Project shall address the landscape, flora, fauna, and historical elements to promote the Mata Atlântica Biome and the cultural and historical significance of the PARKS and it shall be created in accordance with the provisions of the Universal Accessibility Rules set forth in ABNT NBR 9050.

It shall also adopt the logo of the Government of the State of São Paulo and the names of each park.

The development of products and services to be marketed in the CONCESSION AREA shall also be based on the visual identity.

The uniforms used by employees shall adhere to the same standard and the visual identity concept developed.

### **3.3 COMMUNICATIONS, PROMOTION AND ENVIRONMENTAL EDUCATION PLAN**

The CONCESSIONAIRE shall, within no more than 210 (two hundred and ten) days after the DATE OF SIGNATURE of the CONTRACT, propose a Communications, Promotion and Environmental Education Plan, which addresses the actions and INTERVENTIONS to be executed by the CONCESSIONAIRE in terms of education, environmental interpretation, engagement and education for sustainability within the CONCESSION AREA.

The Communications, Promotion and Environmental Education Plan shall be prepared to advertise the PARKS and their cultural, historical and environmental elements, and advance contents to mobilize and create awareness among USERS of the importance of addressing sustainability and the environment.

The Communications, Promotion and Environmental Education Plan shall include communications campaigns and initiatives in view of creating awareness, informing, engaging, promoting environmental



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education and education for sustainability, directed to USERS, the neighboring population and CONCESSIONAIRE employees. This Communication, Disclosure, and Environmental Education Plan shall be compatible with the specifications provided in item 7.1 of this ANNEX.

The Communications, Promotion and Environmental Education Plan shall, at a minimum, address the following: the importance of PARKS and biodiversity conservation, including fauna, flora, and local historical, cultural, and environmental heritage; the importance of PARKS for the State of São Paulo. The Communications, Promotion and Environmental Education Plan shall be compliant with the Visual Identity Project for the CONCESSION, and consistent with the guidelines in the PARKS' MANAGEMENT PLANS.

The Communications, Promotion and Environmental Education Plan shall be updated from time to time, but at least every 48 (forty-eight) months, during the ORDINARY REVIEW cycles, or whenever new adjustments are proposed.

**3.3.1. SIGNAGE AND COMMUNICATIONS**

The CONCESSIONAIRE shall develop and provide, within no more than 365 (three hundred and sixtyfive) days after the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, a communications, signage and environmental interpretation solution for the CONCESSION AREA, using a standardized, accessible form of visual language. The solution shall include, at a minimum:

- I. visual signage elements to identify all the public amenities, attractions and infrastructures of the CONCESSION AREA, such as: constructions, accesses, parking, attractions, as well as activities and construction works executed, among others;
- II. communications and environmental interpretation elements, such as maps, wallboards announcing news and events, interpretative schemes, signage plates and warnings;
- III. signage alluding to the protection and precautions to be taken with fauna, flora and accesses, recommendations about waste disposal, among other safety recommendations to USERS;
- IV. directions, such as plates and locating maps for the attractions, when applicable, offering USERS an appropriate visual guidance;
- V. improvements to the PARKS' horizontal signage, so that USERS can move around more safely.

All communications and signage elements shall be bilingual (in Portuguese and English) and include universal accessibility, according to ABNT NBR 9050.

The materials used for the production of signage and communications elements shall be durable, resistant to vandalism and easy to maintain and replace. The use of sustainable materials, which produce minimal impact on the PARKS' natural environment, is encouraged.

The CONCESSIONAIRE shall create a bilingual platform to communicate and interact with USERS (in Portuguese and English), provided it is able to choose to adopt an application and/or any other digital means to advertise the programming and services offered at the PARKS, including information such as: (I) a map locating attractions and services available to the USER; (II) historical, cultural and environmental information; (III) working hours; and (IV) a space for the USER to submit questions, suggestions and complaints, among other things.

It is incumbent upon the CONCESSIONAIRE to implement the communications means needed to inform USERS of the execution of construction works and other INTERVENTIONS at the CONCESSION AREA.

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In addition, the CONCESSIONAIRE shall signal and indicate the access to the LIBRARY, in Parque VILLA-LOBOS, and to the Observation Ferris Wheel in Parque CANDIDO PORTINARI.

The CONCESSIONAIRE shall inform, expressly and in clearly visible locations, on its homepage, and in advertising campaigns, that this is a CONCESSION made by the State of São Paulo.

### **4 MANAGEMENT**

MANAGEMENT specifications refer to the operation of the CONCESSIONAIRE'S management infrastructure, and it is necessary to, at a minimum:

- provide all the equipment, personnel and resources needed for the proper administration of the CONCESSION AREA; and
- to identify all collaborators or outsourced workers of the CONCESSIONAIRE with the CONCESSIONAIRE's name or brand, within the CONCESSION AREA

#### **4.1 CADASTUR**

Upon signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall register with CADASTUR, the Registry System of the Ministry of Tourism, which is mandatory for legal entities engaging in the segment of Tourism and Ecotourism, according to Federal Law no. 11.771, of September 17, 2008, which provides on the National Tourism Policy.

### **5 ANNUAL REPORT ON THE CONCESSION**

The CONCESSIONAIRE shall deliver to the GRANTING AUTHORITY, within 90 (ninety) days after each CONTRACT anniversary, counted as of the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, an annual report, consolidating the activities and specifications executed during the past 12 (twelve) months of the CONCESSION.

The annual reports, as well as reports produced by the INDEPENDENT RAPPORTEUR, shall, when concluded in view of the determination of the VARIABLE GRANT, be posted on the CONCESSIONAIRE's website, for public access.

This Report shall address the context of the operation in the short, medium, and long term, as well as expected impacts and outcomes; provide information to stakeholders; disclose relevant information about the programs and activities developed and objective results; be concise, reliable, and presented on a coherent basis over time; and show improvements during the concession period.

#### **5.1 OPERATING REPORT**

As of the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall submit reports on its operational activities for each PARK object of this CONCESSION, taking into account the frequency below and including at least the following:

- I. usage statistics for attractions in the CONCESSION AREA, including the number of visitors registered during the period; within five working days after the end of the month;

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- II. ticketing of the events and activities in the CONCESSION AREA, with the estimated visitation numbers during the period, within five (5) working days after the end of the month
- III. SPE billing, itemized by revenue origin and type of revenue and per each park, quarterly, within 15 (fifteen) working days after the end of the quarter;
- IV. records made by the public and descriptive evaluation of the categories of manifestations/request performed through the Ombudsman indicating the number of complaints, suggestions, compliments, and other comments pointed out by the public on a quarterly basis, within fifteen (15) working days after the end of the quarter; and
- V. all the information needed to measure the PERFORMANCE INDICATORS, according to ANNEX IV.

**5.2 MONITORING BY PARKS' ADVISORY COUNCILS**

In accordance with Article 40, item VI, State Law No. 17.293/2020, with the GRANTING AUTHORITY'S permission, the CONCESSIONAIRE shall meet with the PARKS' Advisory Council:

- I. to present the PLAN FOR MANAGEMENT AND OPERATION and the INTERVENTIONS PLAN;
- II. on a yearly basis, produce a report of the activities executed the year before;
- III. when requested by the GRANTING AUTHORITY an/or the Advisory Council, it shall attend the regular (monthly) meetings of the Advisory Council

The request shall be made by way of a notification, delivered at least 10 (ten) working days in advance, either by the GRANTING AUTHORITY or the Park's Advisory Council.

The Advisory Council will monitor all matters of interest to the PARKS, as one of its purposes is to inform the public about the management and administration of the CONCESSIONAIRE, in compliance with SIMA Resolution 41/2020, or any other that may replace it.

**5.3 OPERATIONAL TRANSPARENCY**

Following the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall manage and provide every explanation and information of each PARK object of this CONCESSION to the GRANTING AUTHORITY, including data on:

- I. Visitors demands;
- II. Billing;
- III. Operating activities;
- IV. Execution of MANDATORY MINIMUM INVESTMENTS and INTERVENTIONS;
- V. PERFORMARCE INDICATORS;

To execute the aforementioned tasks, offering complete transparency to the GRANTING AUTHORITY, the CONCESSIONAIRE's management team shall use system resources (computer systems). Specifically regarding the above information, the CONCESSIONAIRE shall submit reports regularly, and afford direct access

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to said data by granting a specific license (limited to the access of the appropriate data/reports) to the GRANTING AUTHORITY of the Management and Control System (SCG), described in item 5.4.1. In addition, an Electronic Monitoring System shall be implemented, as specified in ANNEX III.

## **5.4 SYSTEMIC RESOURCES OF THE CONCESSION**

### **5.4.1 Management and Control System (SCG)**

In view of the systematic organization of the economic-financial management of the CONTRACT, and to make the managerial information available to the GRANTING AUTHORITY, a systemic solution shall be implemented, referenced herein the Operating Management and Control System (SCG), which shall execute Front Office and Back Office operating duties, that is to say, operating resources, financial and administrative management resources, in addition to commercial management, access management and visitation management of each PARK.

Within 365 (three hundred and sixty-five) days of the As of the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall implement an Operating Management and Control System (SCG) capable of managing and reporting revenues, visitation numbers, operating costs and expenses, in addition to producing reports and indicators accessible by the GRANTING AUTHORITY.

The equipment shall be managed by a system operating on a single platform or by separate systems, which shall be fully integrated and present uniformity in the management process.

## **6 PUBLIC USE FOR SOCIAL AND ENVIRONMENTAL EDUCATION, LEISURE, RECREATION, SPORTS, AND CULTURE**

### **6.1 OPERATION OF THE CONCESSION AREA**

THE CONCESSION AREA shall be opened for visitation considering, at least, the current hours of operation of the PARKS, as set out in ANNEX I.

The CONCESSIONAIRE shall keep the CONCESSION AREA open for USERS to access, according to the established hours of operation, complying with the current minimum operation rules set forth in ANNEX I, every day of the week:

- PARQUE VILLA-LOBOS: between 5:30 am and 7:00 pm.
- PARQUE CANDIDO PORTINARI: between 5:30 am and 7:00 pm.
- PARQUE ÁGUA BRANCA: between 6:00 am and 8:00 pm.

For safety reasons, the CONCESSIONAIRE may close, in full or in part, the public use area reserved for visitation of the CONCESSION AREA at any time, and shall, if said closing causes a contraction of its operation to levels under the minimal operating conditions as established in ANNEX I, reopen immediately, as soon as the minimal safety conditions are restored.

Operating hours of services and public amenities available within the CONCESSION AREA shall be determined according to the nature of each individual item, provided the CONCESSIONAIRE informs the GRANTING AUTHORITY and USERS of the respective operating hours, including any permanent or temporary changes to said parameters.

For activities that take place after 8:00 p.m. shall restrict the use of excess lighting and high noise levels so as not to disturb local diversity, following the parameters established in municipal laws. Areas used at

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night must be clearly demarcated and controlled to ensure the safety of visitors and existing fauna and flora, avoiding the use of areas not included within the CONCESSION AREA, and comply with each PARK'S rule.

If the CONCESSIONAIRE promotes activities or conducts operations that exceed the minimum hours of operation set forth above, such activities or operations may occur in limited sections of the public access areas designated for visitation of the CONCESSION AREA, and are to comply with the rules of the MANAGEMENT PLANS.

The CONCESSIONAIRE shall control the access of its employees and GRANTING AUTHORITY's who are on duty, with prior authorization, in addition to other vehicles on duty in the CONCESSION AREA previously registered, with their identification such as sticker, card, biometric system, or other with higher quality, without prejudice to the inspections and activities of the GRANTING AUTHORITY of contract supervision.

Employees of the Government of the State of São Paulo working in the PARKS may enter the territory with proper identification.

## **6.2 PUBLIC USE SERVICES AND ACTIVITIES WITHIN THE CONCESSION AREA**

The CONCESSIONAIRE shall at least implement the activities described in this ANNEX. Additionally, the CONCESSIONAIRE may operate USER support services, and other activities associated with the natural, cultural, historical, sports and leisure components that comprise the social role of PARKS, by offering recreational and cultural activities, contemplation of the natural environment and and appreciation of the historical heritage, environmental education, leisure, sports and adventure activities, possibly implementing support structures that afford the USERS new experiences, service and wellbeing alternatives, such as food services, parking, shopping, education, among others compatible with the heterogeneity and particular characteristics of the target audience of each PARK.. So, the CONCESSIONAIRE shall develop the activities, attractions and services consistent with the identity of each PARK and that it deems necessary for the proper exploration and operation of the CONCESSION AREA.

Services are expected to reach different audiences, making the PARKS more attractive to USERS, without losing their objectives such as educational spaces, leisure, sport, recreation, and culture.

The activities provided to USERS shall be carried out by the CONCESSIONAIRE with high quality, effectively and economically, in compliance with applicable laws, including regulations on occupational safety and environmental issues.

The activities and services comprising the CONCESSION shall be performed within the boundaries of the CONCESSION AREA, whose perimeter is demarcated in ANNEX I. The CONCESSIONAIRE may not, under any circumstances, charge USERS any amount in exchange for access to any area within PARKS. In addition, no fees may be charged for the use of the restrooms or the use of the hygiene facilities at PARKS.

All productions must relate to the park in question. The CONCESSIONAIRE may produce and market images of visitor experiences or the natural and cultural features of the PARKS solely as they relate to the CONCESSION AREA in compliance with applicable laws. All such productions must relate to the park in question.

The CONCESSIONAIRE must provide the following facilities and infrastructure, described below, which constitute the MANDATORY MINIMUM INVESTMENTS, described in detail in ANNEX III:

- I. renovation of all buildings in the CONCESSION AREA, complying with the resolutions and heritage conservation regulations applicable to each PARK;
- II. gate and accesses, complying with the resolutions and heritage conservation regulations applicable to each PARK;

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- III. parking lots;
- IV. visitors space or visitors service;
- V. general upgrade works of the basic infrastructure of water, sewage / sanitation / rainwater collection and harvesting system, and electricity in all buildings that do not meet the current technical standards;
- VI. works of road adaptation, sidewalks of the PARKS and bike lanes of PARQUES VILLA-LOBOS and CANDIDO PORTINARI;
- VII. overhauling and/or maintenance of leisure, recreation, support equipment, and furnishings within the CONCESSION AREA;
- VIII. retrofitting of toilets in PARKS and duplication of the toilet's capacity of PARQUE VILLA-LOBOS;
- IX. works at the Orchidarium Ruth Cardoso, in PARQUE VILLA-LOBOS;
- X. maintenance of the trails Pau Brasil and Vai pela Sombra in PARQUE ÁGUA BRANCA and PARQUE VILLA-LOBOS;
- XI. restoration of the buildings in PARQUE ÁGUA BRANCA, primarily of the former headquarters of Fundo Social, the current Administration headquarters of PARQUE ÁGUA BRANCA, of Casa do Caboclo and Casa do Fazendeiro. Casa do Caboclo shall reflect the rural and environmental characteristics of PARQUE ÁGUA BRANCA, as well as space, food, guitar players, and traits of São Paulo culture;
- XII. retrofitting of the building of Villa Ambiental, in PARQUE VILLA-LOBOS;
- XIII. revitalization of the Aquarium, in PARQUE ÁGUA BRANCA, paying attention to the importance of fish and the variety of species;
- XIV. revitalization and maintenance of tanks and lakes, in PARQUE ÁGUA BRANCA, in compliance with the Management Plan.

In PARQUE ÁGUA BRANCA, interventions in the facilities and infrastructure available must comply with the heritage conservation regulations of CONDEPHAAT and CONPRES.

## **7 ENVIRONMENTAL EDUCATION, AND SOCIAL AND CULTURAL PROJECTS**

By executing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONNAIRE fulfills the basic premise of providing an incentive for environmental awareness and education about the natural, historical and cultural elements of the PARKS.

### **7.1 VISITORS' SPACE OR VISITORS' SERVICE**

The CONCESSIONNAIRE must transform a space or building to create a unique and integrated visitor space or visitor service in VILLA-LOBOS and PARQUE CANDIDO PORTINARI, and another in PARQUE ÁGUA BRANCA to interactively promote awareness and environmental education and sustainability of USERS and visitors to the PARKS. The spaces shall at least:



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- Be structured to inform visitors and provide information about the CONCESSION AREA activities and services;
- Contain information about the natural elements of PARKS and have graphic and audiovisual material in the form of a high quality exhibition with features that enable universal accessibility;
- Allow for temporary and permanent exhibitions, with spaces for courses and workshops and recreational activities and Toy & Leisure Libraries, to create a tradition surrounded by the importance of dialog between culture and the environment.

In PARQUE ÁGUA BRANCA, the performance of the CONCESSIONAIRE in this Visitors Space or Service shall provide, in addition to the items described above and item 7.2, a range of cultural and educational activities related to the collections of minerals, rocks, and fossils for students and USERS of PARQUE ÁGUA BRANCA, informing and guiding the different types of audiences about experiences in these fields, and address aspects of daily life related to geology and mineralogy, their methods and working tools, with workshops and supervised activities, recreational activities, and permanent or temporary exhibitions. The GRANTING AUTHORITY shall assist the CONCESSIONAIRE in providing or borrowing specific items and goods from collections of minerals, rocks, and fossils.

## **7.2 CULTURAL AND ENVIRONMENTAL EDUCATION ACTIVITIES**

The CONCESSIONAIRE shall, in the PARKS and Visitors Spaces:

- I. The CONCESSIONAIRE shall promote campaigns and communications to raise awareness, foster understanding, and provide environmental education aimed at USERS and CONCESSIONAIRE's personnel. Topics addressed shall include: collecting, removing, or damaging specimens of local flora; reducing water and energy consumption and recycling solid waste, in addition to promoting the minimization of waste generation; the importance of environmental protection, local fauna, and flora; geology and mineralogy; appreciation of local historical, cultural and environmental heritage; among others;
- II. Check with the GRANTING AUTHORITY to see what environmental education activities or projects already exist at the PARKS and, if possible, find and arrange partnerships to strengthen ties with the local community;
- III. Develop permanent and temporary exhibitions in spaces for USERS, with educational and interactive content and spaces for welcoming users, taking into account the different audiences of PARKS, including for early childhood (0 to 6 years) and children (6 to 10 years);
- IV. Hold cultural and recreational activities periodically for the various target groups of the PARKS, including special events free of charge and open to the public;
- V. Hold events on environmental topics on commemorative days that integrate and synergize with the GRANTING AUTHORITY's Annual Environmental Education Calendar. The required commemorative days are:
  1. World Water Day - 3/22
  2. Planet Earth Day - 4/22
  3. Brazilian Atlantic Forest Day - 5/22

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4. World Environment Day - 6/5
5. Brazilian Arbor Day - 9/21
6. Fauna Protection Day - 10/4

The GRANTING AUTHORITY shall be entitled to a monthly allotment of up to ten (10) hours of free use of CONCESSION AREA's space for educational activities or governmental and institutional campaigns, subject to scheduling at least sixty (60) days prior to the proposed reservation date, taking into account the areas available on the date requested.

If the areas referenced hereinabove are not being used, the GRANTING AUTHORITY may use them while they are available, upon mutual agreement with the CONCESSIONAIRE, even if its monthly quota has been exceeded.

### **7.3 FREE ASSIGNMENT OF SPACES AND DEVELOPING PARTNERSHIPS**

The CONCESSIONAIRE shall provide a room for the meetings of the Advisory Board of each PARK every month, which is suitable for holding meetings and with a minimum capacity of 20 (twenty) people. This room shall provide users with a structure and equipment for virtual meetings and projections, so that they can bring topics of interest to the PARKS or even incidents to be discussed in the meeting. The GRANTING AUTHORITY must schedule the appointment within 20 (twenty) days before the reservation date, except in cases of extraordinary meetings, in which case the appointment shall be scheduled 7 (seven) days before the reservation date.

The CONCESSIONAIRE must provide the PARK manager who represents the GRANTING AUTHORITY, with an office room equipped with table, chair and computer with Internet access in PARQUE VILLA-LOBOS, PARQUE CANDIDO PORTINARI and PARQUE ÁGUA BRANCA.

The CONCESSIONAIRE must provide an office room free of charge, which shall operate for recreational activities for partnerships with Girl Scout and Boy Scout groups. There shall be at least one room in PARQUE VILLA-LOBOS or CANDIDO PORTINARI, and another room in PARQUE ÁGUA BRANCA.

In PARQUE ÁGUA BRANCA, the CONCESSIONAIRE shall provide a room that is used for partnership activities to support people with disabilities in the areas of socializing, leisure and study. The activities carried out must respect the abilities and possibilities of the target group.

Regarding the services provided to users of PARQUE ÁGUA BRANCA, the CONCESSIONAIRE shall provide adequate premises from the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET directly or through partnerships, so that USERS are exempt from any charge:

- Reading activities with the availability of a diverse collection of literature, both for adults and children, in addition to at least thirty (30) hours per week of workshops and recreational activities, in a calendar previously provided by the CONCESSIONAIRE;
- Computer activities with the availability of stations with computers and Internet, for at least thirty (30) hours per week, in a calendar and schedule previously organized by the CONCESSIONAIRE;
- Dance, recreational, or educational activities for the elderly, in addition to senior dance performance, for a minimum of thirty (30) hours per week, on Tuesdays, Thursdays, and



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Saturdays, with capacity for 1,000 (one thousand) persons, on a calendar previously provided by the CONCESSIONAIRE.

Concerning VILLA-LOBOS and PARQUE CANDIDO PORTINARI, the CONCESSIONAIRE must provide adequate free spaces, from the signature of the TERM OF DELIVERY OF THE PUBLIC ASSET, to make available, directly or through partnerships, for the development of social projects with free access to USERS:

Regarding premises and social projects that are free of charge in PARQUE VILLA-LOBOS and PARQUE CANDIDO PORTINARI, upon the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET the CONCESSIONAIRE shall provide directly or through partnerships:

- Weekly social pedagogical activities for training aspects of sports and citizenship for children, teenagers, and low-income groups;
- Weekly socialization activities through music, dance, and circus practices for children, teenagers, and low-income groups, also foreseeing enclosed spaces for storage of musical equipment;
- Recreational and cultural activities, especially for children and teenagers.

The CONCESSIONAIRE shall provide an annual report where the actions and services performed are registered.

## **8 VISITATION**

### **8.1 MONITORING VISITATION IMPACTS**

The CONCESSIONAIRE shall, within 180 (one hundred and eighty) days of the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, establish and put into operation an indicator system to monitor the impact of the visits in the CONCESSION AREA as a whole, as well as on each PARK, depending on its specificities.

The provisions addressing the monitoring of impacts of the visitation to the CONCESSION AREA shall be included in the PLAN FOR MANAGEMENT AND OPERATION of the CONCESSION, for assessment by the GRANTING AUTHORITY.

Within the scope of these duties, the CONCESSIONAIRE shall:

- I. Implement the necessary mitigation measures based on the performance of the indicators, which are not limited to the ban of areas or attractions
- II. Submit projects and mitigating actions previously to the examination and issuance of a non-opposition statement by the GRANTING AUTHORITY; and
- III. Deliver the monitoring records and results to the GRANTING AUTHORITY on a yearly basis, or when requested

Based on the results obtained annually and the increased knowledge related to monitoring and managing the impacts of visiting the protected areas, the CONCESSIONAIRE and the GRANTING AUTHORITY shall determine the need to include new indicators, prioritize the most critical impacts and indicators, and adjust the monitoring work during the ORDINARY REVIEWS the CONTRACT.

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**8.2 SERVICE TO THE PUBLIC**

The CONCESSIONAIRE, as of the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall provide for the Service to the Public, including the following services:

- I. Provide first aid to visitors and USERS, and call emergency services for assistance if the ailing individual(s) need(s) to be removed from the area;
- II. Provide Customer Service Centers (Visitors Spaces, as provided in item 7.1) to direct visitors, provide explanations and first aid, and hear their complaints and suggestions (Ombudsperson), and environmental education activities;
- III. Create a homepage in the Portuguese and English languages, including the following contents, at a minimum:
  - a) History, key features and description of PARKS;
  - b) Activities and attractions available;
  - c) Open hours;
  - d) Event schedule;
  - e) Price lists for activities and paid attractions;
  - f) Public transport options (directions);
  - g) OMBUDSPERSON channel for the general public, for lodging of complaints, suggestions, compliments and general comments. This channel shall allow for the attaching of electronic files (.doc, .xls, .jpg, .pdf) to allow greater interaction between the public and the Concessionaire.
  - h) GRANTING AUTHORITY's contact information.
- IV. Prepare and deliver an Ombudsperson's Report, on a monthly basis, including a quantitative assessment of the following topics, noting the date, the number of "inputs per topic", location (if any), and category:
  - i) Complaints: complaint categories - conservation of infrastructure, conservation of green areas, animal handling, quality of the signage and information available about the PARKS, hygiene and cleanliness, service to the public, quality of attractions, quality and prices of products and services marketed inside the PARKS, security-related events, and concerning a given professional or team of professionals, among others;
  - j) Suggestions: suggestion categories - improvements, new attractions, solutions to problems found, new services, among others;
  - k) Compliments: compliment categories – for a given location, area or PARK, a given employee of the CONCESSIONAIRE, or a certain team of employees, a given service, product or attraction, among others;
  - l) Others.

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It would be desirable for the CONCESSIONAIRE to provide on-site information and assistance, in three languages (Portuguese, Spanish and English), to USERS, to better assist foreign visitors.

**8.3 VISITOR SATISFACTION SURVEY**

The CONCESSIONAIRE shall:

- I. with the assistance of INDEPENDENT RAPPORTEUR, conduct a visitor satisfaction survey within the CONCESSION AREA that includes at least the following USER's data: gender, age, hometown, means of transportation used to reach PARKS, average income, education level, reason for visit, companionship during visit (group, couple, individual, or family), rating of facilities, services, attractions, and environmental awareness level;
- II. in the visitor satisfaction survey, the respondent must indicate whether the visitor lives near the PARKS, within a radius of 2 km, to allow the analysis of this stratification of the sample to determine the satisfaction of the local community with the PARKS as a place for recreation and concerning its pricing policy and the promotion of local socio-economic development.;
- III. present the Survey Plan to Determine the Visitor's and the Community's Satisfaction and the Methodology of the Survey, as an integral element of the MANAGEMENT AND OPERATIONAL PLAN, considering sampling criteria, statistical parameters, periodicity and reporting, as established in ANNEX IV.

**9 INFRASTRUCTURE**

**9.1 RENOVATIONS AND CONSTRUCTIONS**

The CONCESSIONAIRE, as of the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, shall be responsible for the existing constructions and infrastructures in the CONCESSION AREA, as established in ANNEX III.

Duties concerning renovations of existing constructions and new INTERVENTIONS are described in ANNEX III.

**9.2 CULTURAL-HISTORICAL HERITAGE IN PARQUE ÁGUA BRANCA**

Any INTERVENTIONS on the cultural-historical constructions and monuments in the CONCESSION AREA are exceptional, highly specialized operations that concern the heritage of the State of São Paulo and its capital.

It shall be incumbent upon the CONCESSIONAIRE, throughout the CONCESSION TERM, either for permanent or temporary elements, to obtain all necessary permits and related requirements from organizations responsible for the protection of tangible and/or intangible cultural heritage, resulting from the listing of areas of the PARQUE ÁGUA BRANCA as cultural heritage, as well as to restore and preserve these cultural properties.

The INTERVENTIONS shall take into account the preliminary guidelines established by CONDEPHAAT and CONPRESP, which are listed at ANNEX XIV.

**10 INFRASTRUCTURE OPERATING SERVICES OF THE PARKS**

As of the signing of TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall provide the services described below, which shall be provided to each PARK, unless a separate time frame is expressly set forth.

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**10.1.1 Property Security**

The CONCESSIONAIRE shall provide USER and Property Security throughout the CONCESSION AREA, including the following services, to be implemented within the time frames established in 10.1.2, 10.1.3 and 10.1.4:

- I. Property Surveillance Services;
- II. Installation and Maintenance of Electronic Monitoring Systems;
- III. Access Control.

The execution of this duty shall be compliant with the Property Security and Access Control Plan and Risks and Contingencies Plan, contained in the PLAN FOR MANAGEMENT AND OPERATION, and the Electronic Monitoring System, as established this ANNEX and in ANNEX III.

**10.1.2 Property Surveillance Services**

The CONCESSIONAIRE shall provide the service of property surveillance, employing qualified professionals, who are properly trained, and every resource necessary, throughout the CONCESSION AREA.

It shall be incumbent upon the CONCESSIONAIRE to provide an appropriate solution for property surveillance services, including fixed surveillance stations and bases for the execution of surveillance patrols.

The CONCESSIONAIRE shall notify the GRANTING AUTHORITY, within no more than 24 (twenty-four) hours, on the occurrence of any significant property damages within the CONCESSION AREA.

**10.1.3 Installation and Maintenance of Electronic Monitoring Systems**

The CONCESSIONAIRE shall, within 365 (three hundred and sixty-five) days, counted as of the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, install and execute the maintenance of the electronic monitoring and access control systems.

The CONCESSIONAIRE shall, within 24 (twenty-four) months, counted as of the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET, implement, operate and maintain an operating center to monitor the images made by the electronic monitoring cameras, which shall be properly equipped with image storing systems, with a storage capacity of at least 60 (sixty) days. The system shall also rely on operating monitors, working 24 (twenty-four) hours a day. This image monitoring center may be implemented at a remote location, away from the PARKS, as long as it allows for uninterrupted, reliable communication between the teams at the operating center and the on-site based surveillance team. Access shall be granted to the GRANTING AUTHORITY

Electronic monitoring systems to be installed should include, at least, the following video analytical resources: vehicle plate reading, counting of people in transit, and a virtual line to monitor invasion of perimeters or areas of greater vulnerability in the surroundings and equipment of the parks. These resources shall be made available only for certain cameras whose functions require the use of such technology:

- Cameras with vehicle entry and exit monitoring function of parking lots - vehicle license plate reading feature; Cameras deployed to monitor the entrance and exit of vehicles in parking areas – vehicle plate reading function

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- Cameras with monitoring function of access to the visiting public - analytical with ability to count people; Cameras deployed to monitor visitor accesses – analytical resource equipped with a people counter function;
- Cameras deployed to monitor the perimeters of the CONCESSION AREA – virtual line/intrusion detection or areas of greater vulnerability in the surroundings and equipment of the parks.

The CONCESSIONAIRE may use any monitoring technology other than the one described above that is or becomes available on the market, as long as it has the minimum resources and features described above.

### **10.1.4 Access Control**

The CONCESSIONAIRE shall mobilize access control measures that, together with the surveillance team, control the access of USERS, vehicles, employees, vendors (depending on the type of access) to the PARKS, whether in buildings with special attractions and activities, either at the entrance or where access is free, assisting and guiding USERS.

The CONCESSIONAIRE shall, within 365 (three hundred and sixty-five) days, counted as of the DATE OF SIGNATURE of the TERM OF DELIVERY OF THE PUBLIC ASSET, also implement, operate and maintain access control systems at access points to the CONCESSION AREA, equipped with electronic control, or any other similar or superior technology available at the time of installation. Visitor entrances, personnel, vendor and service provider entrances shall be subject to access controls that are fully interconnected with the SGC (Management and Control System).

For PARKS that offer paid parking lot areas to motorized visitors, the CONCESSIONAIRE must use a parking management system, connecting it with the access control system via automatic gates and image registration features. Self-service solutions (SSTS, Self Service Terminals System) shall be made available for the payment of parking service inside visitation areas.

### **10.1.5 Fire Fighting Services**

The CONCESSIONAIRE shall provide fire brigade services, under the guidelines set out in Technical Instruction No.17/2019, of the Military Fire Department of the State of São Paulo (or any other regulation that replaces it), and shall be responsible for the procurement and renewal of the AVCB of all existing infrastructures in the CONCESSION AREA and under the responsibility of the CONCESSIONAIRE.

Execution of this duty shall be done in compliance with the Property Security and Access Control Plan and the Risks and Contingencies Plan, and the Fire Emergency Plan, all contained within PLAN FOR MANAGEMENT AND OPERATION.

The fire brigade team to be organized by the CONCESSIONAIRE, with its own collaborators, shall be subject to a hierarchy, so that the firefighting work is organized and effective. There shall only be one person in command, who is well acquainted with the area and firefighting methodology, and shall be responsible for making all the decisions.

### **10.1.6 Cleaning**

The CONCESSIONAIRE shall execute cleaning of the CONCESSION AREA and properly dispose of waste, including the following services:

- Cleaning of Public Use Areas;
- Cleaning of Technical Areas;

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- Cleaning of Public Restrooms and Baby Changing Stations;
- Collection and Disposal of Waste from Technical Areas, Public Visitation Areas, Public Restrooms and Baby Changing Stations;
- Pest Control.

The execution of this duty shall be carried out in compliance with the Cleaning Plan and the Solid Waste Management Plan (PGRS) contained in the PLAN FOR MANAGEMENT AND OPERATION.

**Cleaning of Public Use Areas**

The CONCESSIONAIRE shall arrange for cleaning of public use areas within the CONCESSION AREA, according to the requirements of plans drafted for each area, including:

- cleaning of areas inside constructions used by the visiting public, such as the visitors' centers, reading rooms, spaces used for environmental education, exhibit halls, etc.;
- sweeping outside patios, sidewalks, leisure, and picnic areas
- disposing of USER-generated waste on the trails;
- overall washing of outside areas, including sidewalks and parking lots;
- cleaning and unclogging of drains, clearing them out when necessary, as long as this does not involve technical labor (plumber or construction worker).
- collecting, storing and disposing of USER-generated waste, at the appropriate location;
- cleaning of common areas outside the CASH-GENERATING UNITS (UCGs) (restaurants, snack bars, shops, kiosks, etc.).

Cleaning and sanitizing activities in areas such as the food courts and the areas (UCGs) where users congregate must also be cleaned and sanitized, and it is the responsibility of CONCESSIONAIRE, if it is the case, to manage any outsourced personnel hired to perform cleaning and waste disposal activities.

**Cleaning of Technical Areas**

The CONCESSIONAIRE shall arrange for the cleaning of technical areas it manages within the CONCESSION AREA, including constructions used by the GRANTING AUTHORITY, listed in this ANNEX.

Technical areas are defined as areas that are not commonly visited by the public, but rather are used by some of the CONCESSIONAIRE's collaborators as well as its partners: administrative buildings, maintenance workshops, vehicles, water and sewage meter readers, machine rooms, access control and security booths, security monitoring rooms, changing rooms, etc.

**Cleaning of Public Restrooms and Baby Changing Stations**

The CONCESSIONAIRE shall provide for the cleaning of public restrooms and baby changing stations, throughout the operating hours of the facilities and provide and replace all necessary disposable materials such as paper towels, liquid soap, toilet paper, waste bags, etc.

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**Collection and Disposal of Waste from Technical Areas and Public Visitation Areas**

The CONCESSIONAIRE shall ensure the proper collection and disposal of solid waste generated in public areas, technical areas, restrooms and baby changing stations within the CONCESSION AREA, in all PARKS.

The CONCESSIONAIRE shall also act, primarily, to mitigate the waste generated, and to promote recycling and use of collection bins and storage spaces that prevent animal access to the waste deposited.

**Pest Control**

The CONCESSIONAIRE shall provide expert technical pest control services, for all constructions under its responsibility within the CONCESSION AREA, including, primarily:

- prevention and inspection measures;
- pest control and extermination of mice or rats, according to Resolution RDC No. 52/2009;
- effective actions against insects (cockroaches, termites, ants, flies, gnats, mosquitoes), arachnids (ticks, scorpions), rodents (mice, rats), and bats.

Pest control services shall be performed by personnel properly certified, prepared, and equipped for such activities, in compliance with applicable environmental laws.

All dilution or other approved handling procedures for sanitizing products, application technique, equipment use and maintenance, transportation, final destination, and other technical or operational procedures shall be described and available in the form of Standardized Operating Procedures (POPs), including information on what to do in the event of an accident, chemical spill, health, biosafety, and worker health, in accordance with applicable legislation.

In the case of PARQUE ÁGUA BRANCA, the methodology for pest control in open areas must take into account the animals and species present in the PARK and use appropriate methods to control pests and diseases.

**10.1.7 Maintenance**

The CONCESSIONAIRE shall undertake the maintenance and upkeep of all constructions, areas, and assets included in the concession that are revertible and currently under its responsibility, and shall keep them in a good state of preservation throughout the term of CONCESSION, including constructions within the CONCESSION AREA, that shall be used by the GRANTING AUTHORITY:

- Operation and Maintenance of Parking Lots and Access Roads;
- Maintenance of Public Use Areas and Constructions;
- Electrical Maintenance;
- Maintenance of Primary Enclosures;
- Hydraulic Maintenance;



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- Maintenance of Urban Furnishings and Visual Signage;
- Maintenance of Technical and Operational Equipment;
- Maintenance of Green Areas.

These duties shall be done in compliance with the Maintenance Plan and Maintenance Plan for Green Areas, contained in the PLAN FOR MANAGEMENT AND OPERATION. They shall also adhere to all determinations in the PARKS' MANAGEMENT PLANS.

The CONCESSIONAIRE shall provide the sustainable management of water, energy, and LPG resources of the CONCESSION AREA, with the aim of maintaining its uninterrupted supply.

**Operation and Maintenance of Parking Lots and Internal and Access Roads**

The CONCESSIONAIRE shall provide maintenance of parking lots, internal and access roads, floors, sidewalks and pavement, visitor-accessible trails, visual signage, plates, signs and informative panels, in all areas encompassing the CONCESSION AREA.

Parking lots in the PARKS must have a bike rack.

**Maintenance of Public Use Areas and Buildings**

The CONCESSIONAIRE shall provide maintenance services in all public use areas, technical and administrative use areas and constructions under its management, such as: walkways, paving roads, access roads, restrooms, baby changing stations, attraction constructions and eating spaces, visitors' centers, reading rooms, spaces used for environmental education, museums, exhibit halls, administrative and technical buildings of the CONCESSIONAIRE, in addition to conserving properties listed as heritage properties.

**Electrical Maintenance**

The CONCESSIONAIRE shall provide for electrical maintenance in the entire CONCESSION AREA, including the maintenance of all Low Voltage (LV) and Medium Voltage (MV) electrical circuits installed, switchboards, lighting systems, primary enclosures, etc.

Execute all overhauling necessary to individualize the measuring system of the Library and the Military Police Base of PARQUE VILLA-LOBOS, in order to identify and pay its own consumption and the public use consumption within the CONCESSION AREA, within no more than 1 (one) month after execution of the TERM OF DELIVERY OF THE PUBLIC ASSET.

The CONCESSIONAIRE shall provide maintenance services for the whole power system and all electrical installations in the CONCESSION AREA, to ensure the availability, quality and efficient use of the power supply.

**Maintenance of Primary Enclosures**

The CONCESSIONAIRE shall provide the services of operation, preventive and corrective maintenance of primary enclosures in the CONCESSION AREA.

**Hydraulic Maintenance**

The CONCESSIONAIRE shall provide for the hydraulic maintenance for the entire CONCESSION AREA, including: water collection systems, internal distribution networks, draining systems, pumping systems



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and floodgates, cistern and water tank cleaning, drinking and reclaimed water analysis and treatment, green area irrigation systems, surface cleaning of lakes, lagoons, streams and creeks, etc.

All overhauling needed to individualize the metering system of the Library and the Military Police Base of PARQUE VILLA-LOBOS shall be executed, in order to identify and pay its own consumption and the public use consumption within the CONCESSION AREA, within no more than 1 (one) month after the execution of the TERM OF DELIVERY OF THE PUBLIC ASSET;

Hydraulic maintenance services shall include the following activities, at a minimum:

- periodic cleaning of hydraulic systems to ensure water and sewage quality (cleaning of water tanks, piping, etc.);
- monitoring the quality of reclaimed water (if any), issuing technical reports every six months;
- assurance of quality levels defined under the current legislation for the water system, the reclaimed water system (if any) and sewage output;
- monitoring drinking water quality;
- monitoring the quality of lakes' water, using a continuous monitoring system;
- tanks maintenance and flood control.

**Maintenance of Urban Furnishings and Visual Signage**

The CONCESSIONAIRE shall provide for the maintenance of urban furnishings, such as: benches, tables, trash cans, digital signage, poles, towers, water hydrants, kiosks, drinking fountains, paracycles, bike racks, playground equipment, equipment for physical activities, as well as all the visual signage within the CONCESSION AREA, whether vertical (signs and arrows) or horizontal (crossings and signage painted on the pavement), warning signs, placards, posters, banners, vertical, horizontal, and aerial idealizations, audio systems, etc.

**Maintenance of Technical-Operating Equipment**

The CONCESSIONAIRE provide for the maintenance of all technical-operating equipment, such as: electrical vehicles, fossil fuel-operated vehicles, tractors, saws, welding machines, sweeping machines, polishing machines, blowers, electric meters, motors, generators, convertors, hydraulic pumps, that is to say, all operating devices owned by it, which shall be considered REVERTIBLE ASSETS at the end of the CONCESSION term.

**Maintenance of Green Areas**

The CONCESSIONAIRE shall provide for the maintenance of all green areas within the CONCESSION AREA, which includes maintaining landscaping work in the visitation area, as well as pruning trees, clearing grass areas, fertilizing, planting seedlings, and other activities under the supervision of a technical supervisor.

The maintenance of green areas shall include the activities of planting, irrigation, pruning trees and decorative plants, plant health control, hoeing, clearing, cleaning of waste generated in gardens, landscaped areas, tending to plant vases and the tree areas within the perimeter reserved for the CONCESSION.

The maintenance service of green areas shall include the following activities, at a minimum:

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- to plant and maintain outside and inside areas decorated with plants of the grass family and flowery plants;
- to prune/cut the grass, applying the appropriate gardening products, as well as native plants and trees;
- to irrigate plants and grasses;
- to furnish, replace, restore decorative seedlings, plants, and grass using primarily plant species similar to the environment's vegetation;
- to plant and keep gardens clean and tidy;
- to generally organize green areas by cutting/clearing the grass areas and fields, as well as the necessary contours in areas with ground coverings;
- to execute plant-health treatments on green areas and gardens to fight and eradicate pests and parasites;
- to pack waste resulting from gardening services executed at the appropriate location;
- to execute formation pruning, at the appropriate times of the year, on both trees and shrubs. No pruning shall be done which disfigures the plants, provided it is required to preserve the natural form of each element;;
- to get around any imbalances identified in the development of plants, by controlling insects, fungi, viruses and others, with the use of biological, physical and chemical processes. The use of chemical products such as: insecticides, fungicides, herbicides, acaricides and others, shall be restricted to specific cases and to doses that are absolutely necessary;
- any defects in the gardening works shall be remedied always to the extent necessary;
- all leaves, garden cuttings and debris produced shall be collected, packed and disposed of at the proper location;
- to keep all devices and tools needed for the execution of the services in perfect working order.

It shall be incumbent upon the CONCESSIONAIRE to execute preventive, periodic pruning and close cuttings on dead trees, which pose risks to the lives of personnel and USERS and/or existing structures, public amenities, installations, constructions in the CONCESSION AREA in the context of ordinary maintenance, observing the guidelines of the MANAGEMENT PLANS. When this involves suppression of native tree vegetation, the GRANTING AUTHORITY's consent shall be required, as well as compliance with all specific authorizations, subject to the current legislation.

In the case of PARQUE ÁGUA BRANCA, the management of green areas shall take into account the specific rules for the protection and preservation of cultural heritage, as well as the management guidelines set out in the MANAGEMENT PLAN, and shall respect the permanent ground covering and the preservation of the organic components of the soil. Roads and sidewalks shall not be included.

Plant elements and other environmental features present in the PARKS, such as trees, clusters of trees, open spaces, grass, shrubs, gardens, and water features, are part of the ecosystem, the landscape, and their

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characteristics and natural heritage shall be preserved by the CONCESSIONAIRE. Permanently Protected Areas shall also be preserved, especially those in PARQUE ÁGUA BRANCA.

**10.1.8 Water Quality Monitoring**

The CONCESSIONAIRE shall provide water quality monitoring services in the CONCESSION AREA, including:

- Human Consumption;
- Surface Waters, including lakes, tanks, and the Aquarium.

**Human Consumption Supplying, Monitoring and Assuring the Quality of Water for Human Consumption**

The CONCESSIONAIRE shall provide for the supply of water for human consumption in the CONCESSION AREA, monitoring its quality, according to the drinking water parameters established in Annex XX, to Consolidation Ordinance no. 05 (Ordinance no. 2.914/2011), by the Brazilian Ministry of Health.

The monitoring periodicity and parameters shall be compliant with the terms of art. 40 and attachments 12 and 14 to Annex XX of said Ordinance, considering the sampling point, the population served, and the type of water source, in order to assess risks posed to human health.

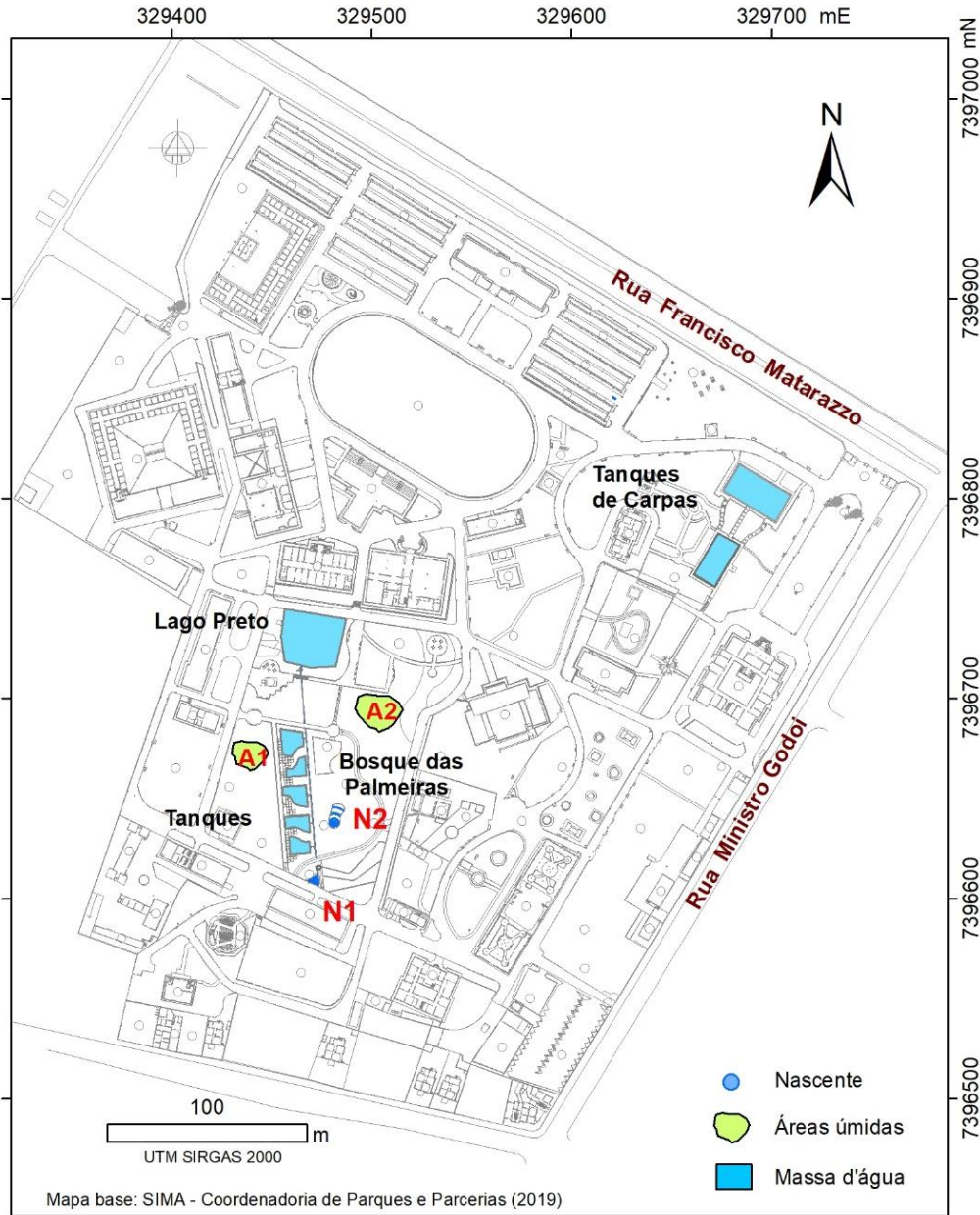
The parameters shall be monitored according to drinkability charts, to detect microbiological standards, chemicals, radiation cyanotoxins, and the organoleptic standard representing risks to human health (Attachments 1, 7, 8, 9 and 10 to Annex XX).

**Monitoring Surface Water Quality**

The CONCESSIONAIRE shall monitor the water quality of lakes, tanks, and Aquarium, as well as the two springs of the PARQUE ÁGUA BRANCA (N1 - altimetric dimension 738 m and N2 - quota 737m), located in the area that covers the Bosque das Palmeiras and the area surrounding the fish tanks (Vieira et al., 2006; Jordan, 2007), and also promote the control of eutrophication in these areas.

Monitoring shall be continuous, at no less than 2 (two) sampling points per lake, both of which shall be capable of measuring the temperature, pH level, dissolved oxygen and conductivity of the surface water. The continuous monitoring shall allow for the issuance of an alert if the quality of the surface water fails to meet the established quality standards.

The CONCESSIONAIRE shall, in addition to improving water quality for the carps, support the preservation of the scenic beauty of the park's lakes, providing visitors with a pleasant space and contemplation of nature.



## 11 LEISURE EQUIPMENT, SUPPORT AND FURNISHING

The CONCESSIONAIRE shall provide maintenance and free provision of the existing recreation, leisure equipment, recreation, support, and furnishing in the CONCESSION AREA at the time of execution of the TERM OF DELIVERY OF THE PUBLIC ASSET in the three PARKS, such as benches, drinking fountains, playgrounds, picnic areas, fitness equipment, and landscape features. Annex III provides specific time frames for equipment that must be subject to MANDATORY MINIMUM INVESTMENTS.

In PARQUE VILLA-LOBOS, more drinking fountains shall be placed in the courts' area to support USERS. In PARQUE ÁGUA BRANCA, drinking fountains subject to specific historic preservation must comply with resolution requirements for their maintenance.

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**12 SPORTS, CULTURAL AND CORPORATE ACTIVITIES**

The CONCESSIONAIRE may hold events for sports activities, sports championships, musical performances, cultural performances, gastronomic activities, and corporate or recreational and leisure activities within the three PARKS subject of this CONCESSION, in compliance with the guidelines provided in the MANAGEMENT PLANS.

The CONCESSIONAIRE shall submit to the GRANTING AUTHORITY, within 15 (fifteen) days from the end of each semester, counting from the signing of the TERM OF DELIVERY OF PUBLIC ASSET, its schedule of activities and events to be held in the CONCESSION AREA for the subsequent period, without prejudice to the possibility of including new events and rescheduling of those already provided for in its schedule, as long as such rescheduling is notified to the GRANTING AUTHORITY immediately upon confirmation, subject to the specific provision of "major events", provided for in ANNEX II, and without prejudice to the need, where applicable, to obtain prior authorization from the Advisory Council, in accordance with ANNEX II.

Events may demarcate certain areas with temporary structures if they do not conflict with the other activities provided for in this ANNEX and comply with the MANAGEMENT PLANS and also take into account the regulations of the municipal institutions responsible for approving the activities provided for.

In the case of Thematic Sports Championships, any restriction of access to the sports fields, fields, or skate track on weekends and holidays must be requested from GRANTING AUTHORITY within 15 (fifteen) working days prior to the event, and the GRANTING AUTHORITY must respond within 5 (five) working days, assessing the impact on attendance and access from USERS.

Among the most important points regarding the applicable rules, notwithstanding the others, is the duty of the CONCESSIONAIRE:

- Do not generate a high noise level that exceeds the limits set by applicable laws and regulations;
- In the case of VILLA-LOBOS and PARQUE CANDIDO PORTINARI, direct the speakers and audio and video transmission devices to Marginal Pinheiros to prevent the spread of sound and light to surrounding residences;
- Procure from the proper authorities, at its own expense, all licenses, permits, approvals, fees, and charges required by law to hold such events, including transportation, installation, and removal of facilities;
- Promote reasonable public access to the events;
- Ensure, throughout the period of use of the premises, compliance with applicable environmental regulations relating to the rational use of water and electricity established by specific legislation;
- Obtain insurance against risks to the physical integrity of persons and the property of the Park and third parties throughout the period of use of the site, including its equipment and facilities;
- Comply with all safety and accessibility standards for persons with physical disabilities under applicable legislation, in particular NBR 9050 or that which it replaces.

The CONCESSIONAIRE shall also beware of:



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- Social security, labor and union dues, and any other dues arising from the engagement of the companies or professionals involved, including copyright or use of trademarks;
- Procurement of security systems, cleaning, maintenance, and conservation of the site during the events, as well as determining the number of people necessary to provide a good experience for users, and adequate medical care, communications, mobile restrooms, utilities, and dumpsters for waste disposal;
- Traffic of vehicles with no more than six ( 6) tons for the assembly and disassembly of event equipment. Loading and unloading of materials and equipment shall have priority and shall not interfere with park operations. It may only occur after the park closes or before it opens;
- Removal of all equipment and facilities set up in the park and performance of all necessary actions to restore the site to its original condition until the site is completely cleared;
- Maintenance of employees, service providers, and other persons involved must be permanently identified by badges, uniforms, or other appropriate forms. It is also necessary to ensure that they comply with occupational safety standards, including the use of appropriate personal and collective protective equipment;
- Be fully and solely responsible for any damage or loss caused directly or indirectly by CONCESSIONAIRE or its agents to its assets or facilities, equipment, employees, service providers, and PARK users. The CONCESSIONAIRE shall provide for prompt repair following park management guidelines or appropriate compensation;
- The Park and the support of the Secretariat of Infrastructure and Environment and the Government of the State of São Paulo shall be mentioned in all marketing and promotional activities for the event, indicating the location and hours of operation of the Park;
- Inform the preferred gates for access to the event venue, the nearest parking lot, and the best place for pick-up and drop-off transportation apps.

The CONCESSIONAIRE, without prejudice to the other obligations established in the CONTRACT and ANNEXES, must submit to the approval of the GRANTING AUTHORITY and the respective Advisory Council the events whose characteristics and conditions are superior to those described in any of the clauses of article 1, of SMA Resolution No. 70, of October 9, 2015, or in accordance with parameters regulated in a standard that replaces it.

In the case of PARQUE VILLA-LOBOS and PARQUE CANDIDO PORTINARI, the CONCESSIONAIRE shall observe the limitation of the public attractiveness of the events provided for in the agreement under Public Civil Action No. 0018822-78.2000.8.26.0053 and shall assume responsibility for any consequences, including financial or prohibitions of the activities carried out, in the event of non-compliance with the obligations provided for in the said agreement.

Without prejudice to the other obligations established in the CONTRACT and ANNEXES, as long as the obligation to approve "major events" by the Advisory Council is in force according to Bylaws of PARQUE VILLA-LOBOS and PARQUE CANDIDO PORTINARI, the CONCESSIONAIRE shall submit its calendar of "major events", as defined in the agreement signed in the Public Civil Action No. 0018822-78. 2000.8.26.0053, to the Council in which the event is held by December 15 of the previous year, so that they can be approved at the next Advisory Council meeting. New "major events" determined during the year by CONCESSIONAIRE must be communicated to the Advisory Council, with notification to the GRANTING AUTHORITY, at least thirty (30) days in advance for its approval.

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The CONCESSIONAIRE, without prejudice to the other obligations established in the CONTRACT and ANNEXES, in the case of events with temporary structures in the PARQUE DA ÁGUA BRANCA must comply with the provisions of ANNEX XIII.

**13 FOOD AND DRINK SERVICE**

Within 365 (three hundred sixty-five) days after the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall ensure that at least one food service venue is established and operated in each park.

The CONCESSIONAIRE may also establish service using mobile equipment, food trucks, carts, food bikes, and the like, and must be compatible with the architectural and visual identity of the CONCESSION AREA.

From the date of signing the TERM OF DELIVERY OF THE PUBLIC ASSET, the CONCESSIONAIRE shall offer low-cost food service in each PARK, such as coconut water, popcorn, cotton candy, and primarily in the form of natural foods to promote healthy eating with less salt, sugar and fat.

In particular, in PARQUE ÁGUA BRANCA, the CONCESSIONAIRE shall offer organic coffee.

In PARQUE ÁGUA BRANCA, the food offered should be compatible with the animal handling plan and sanitary monitoring rules to protect the health of animals and consumers.

**14 OTHER SPECIFIC DUTIES IN PARQUE ÁGUA BRANCA**

**14.1. MAINTENANCE OF THE AGRICULTURAL ACTIVITY ASPECT**

The vocation that characterizes THE PARQUE ÁGUA BRANCA can be understood through its history, directly linked to the development of the public administrative organization of agricultural and livestock activities in the State of São Paulo, which has gathered in its space buildings and events directly related to it, as described in item 2.3.1. of ANNEX I.

Therefore, in the management of the CONCESSION, the CONCESSIONAIRE must promote the agricultural vocation of the park and not neglect its landscape aspect and the presence of animals.

In accordance with the history of PARQUE ÁGUA BRANCA, CONCESSIONAIRE shall promote fairs, activities, and events with agricultural products, in addition to the weekly fairs with organic products, either on its own or through leases or partnerships.

Exhibitors at the organic fairs shall include a nonprofit association whose members are producers, consumers, and organic agriculture activists. Fairs shall be held at least three times a week, and the number of vendors shall be compatible with the usual audience. Organic fairs shall present and disseminate the concept of organic agriculture through the products exhibited and sold.

**14.2. MAINTENANCE OF THE SOCIAL DIVERSITY ASPECT**

THE PARQUE ÁGUA BRANCA is a public space with social diversity, different incomes, and audiences, with a heterogeneity of visitors, due to its central location and public transport, as well as its history of animal breeding and services.

The CONCESSIONAIRE shall maintain the offers and services that take into account the different audiences, incomes, and age groups that visit the PARQUE ÁGUA BRANCA.

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**14.3. MAINTENANCE AND HANDLING OF LOCAL FAUNA**

Regarding animals, within 180 (one hundred eighty) days of the DATE OF SIGNING THE CONTRACT, CONCESSIONAIRE shall submit a Plan for the Handling of Breed Stock that includes a description of the operating procedures for the management of the breed stock, including their veterinary and nutritional care and methods for evaluating the welfare of the animals. The protocols and procedures that shall be adopted in the handling of breed stock by the CONCESSIONAIRE are described in item 2.3.1. ANNEX I, with the appointment of the technical supervisor in charge of the handling and managing all personnel involved in this task.

The Plan for the Handling of Breed Stock shall comprise the importance of children and adolescents living near these animals. Also, educational activities about the importance of the local and regional fauna and biomes of São Paulo shall be developed.

In addition to complying with relevant environmental and animal welfare laws, the Plan for the Handling of Breed Stock, animal safety protocols, as well as the local health surveillance shall also be defined through actions aimed at local biosecurity, USERS and animals, and shall, at a minimum, comply with the following regulations, without prejudice to other applicable ones: State Law No. 10,670 of October 24, 2000, which provides for the adoption of measures for the protection of animal health within the State; Municipal Law No. 13,725 of January 9, 2004, which establishes the São Paulo Municipal Health Code; Municipal Law No. 10,309 of April 22, 1987, which provides for the control of animal populations; Federal Law No. 9.655/1998 (Law on Environmental Crimes); Federal Law No. 14.228/2021, which prohibits the killing of dogs and cats; Federal Law No. 14.064/2020, which criminalizes the mistreatment of animals; Federal Law No. 13.426/2017, among others, at the federal, state or municipal levels.

Upon receipt of the Plan for the Handling of Breed Stock, the GRANTING AUTHORITY has thirty (30) days to analyze it and object to its approval. The non-approval of the Plan for the Handling of Breed Stock by the GRANTING AUTHORITY shall be based on analyses of the welfare of animals in terms of nutrition and veterinary care, as well as non-compliance with the guidelines for the management of fauna in accordance with the MANAGEMENT PLAN of PARQUE ÁGUA BRANCA.

Bird-watching activities shall be promoted, such as providing information about the birds that can be observed at the PARQUE ÁGUA BRANCA and during guided tours.

**14.4. MAINTENANCE OF APPS**

In relation to the Permanently Protected Areas (APPs, in Portuguese), the CONCESSIONAIRE shall promote their proper management, given the importance of the springs to the PARQUE ÁGUA BRANCA and surroundings. That shall be done in compliance with the Forest Code.

**14.5. AQUARIUM**

The Aquarium shall be retrofitted, and the interior areas must be upgraded to make it compatible with a new expographic project while maintaining its educational character and free access for educational and academic research purposes, as provided in ANNEX III,

Currently, the Aquarium houses fish species of high economic value for Aquaculture and Continental Fishing. It is an exhibition hall with the most important fish species from the hydrographic basins of São Paulo State and other regions of the country, such as species from the Amazon, as well as other aquatic animals.



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As part of its activity, the CONCESSIONAIRE shall take into account the dynamics of the Aquarium's species and prioritize this unique exposure of species associated with fishing and aquaculture, without prejudice to the inclusion of new species.

The work of the CONCESSIONAIRE at the Aquarium is intended to provide a range of cultural and educational activities related to living aquatic resources for students, producers, and USERS of the park. This shall include informing and guiding different types of audiences through experiences in these areas, as well as addressing aspects of the daily lives of fishermen and aquaculture workers, their working methods and tools, and their cultural traditions.

During the CONCESSION PERIOD, the CONCESSIONAIRE'S duties are:

- I. organize the circulation of employees and researchers, and their respective support teams, in the Aquarium;
- II. authorize the free access to the fish species of the Aquarium by researchers, and their respective support teams, as well as the GRANTING AUTHORITY'S employees, duly identified. This access shall be scheduled with at least 48 (forty-eight) hours in advance, avoiding hindrance to technical and scientific activities;
- III. keep the inventory of the aquarium's fish species updated, requesting, if necessary, the GRANTING AUTHORITY'S support;
- IV. ensure the maintenance and preservation of the aquarium's fish species, develop and follow a protocol to be established for the handling;
- V. authorize the entry and prohibit the charge of activities and admission for access of researchers or the GRANTING AUTHORITY'S employees and related institutions directly involved with the Aquarium;
- VI. promote environmental education activities.

During the CONCESSION PERIOD, the GRANTING AUTHORITY'S duties of coexistence are:

- I. promote, through the making of specific badges, the identification of the GRANTING AUTHORITY'S researchers and related agencies involved with the Aquarium, their respective support teams, and other research entities;
- II. instruct researchers and employees to schedule technical access to the Aquarium at least forty-eight (48) hours in advance. The first individuals registered with the CONCESSIONAIRE to conduct the research shall provide the names and required data of other team members;
- III. ensure that the identification data of its researchers and representatives are up to date;
- IV. provide additional information for the preparation of the preliminary inventory of the Aquarium and assist the CONCESSIONAIRE in updating the inventory of assets by providing all necessary information.

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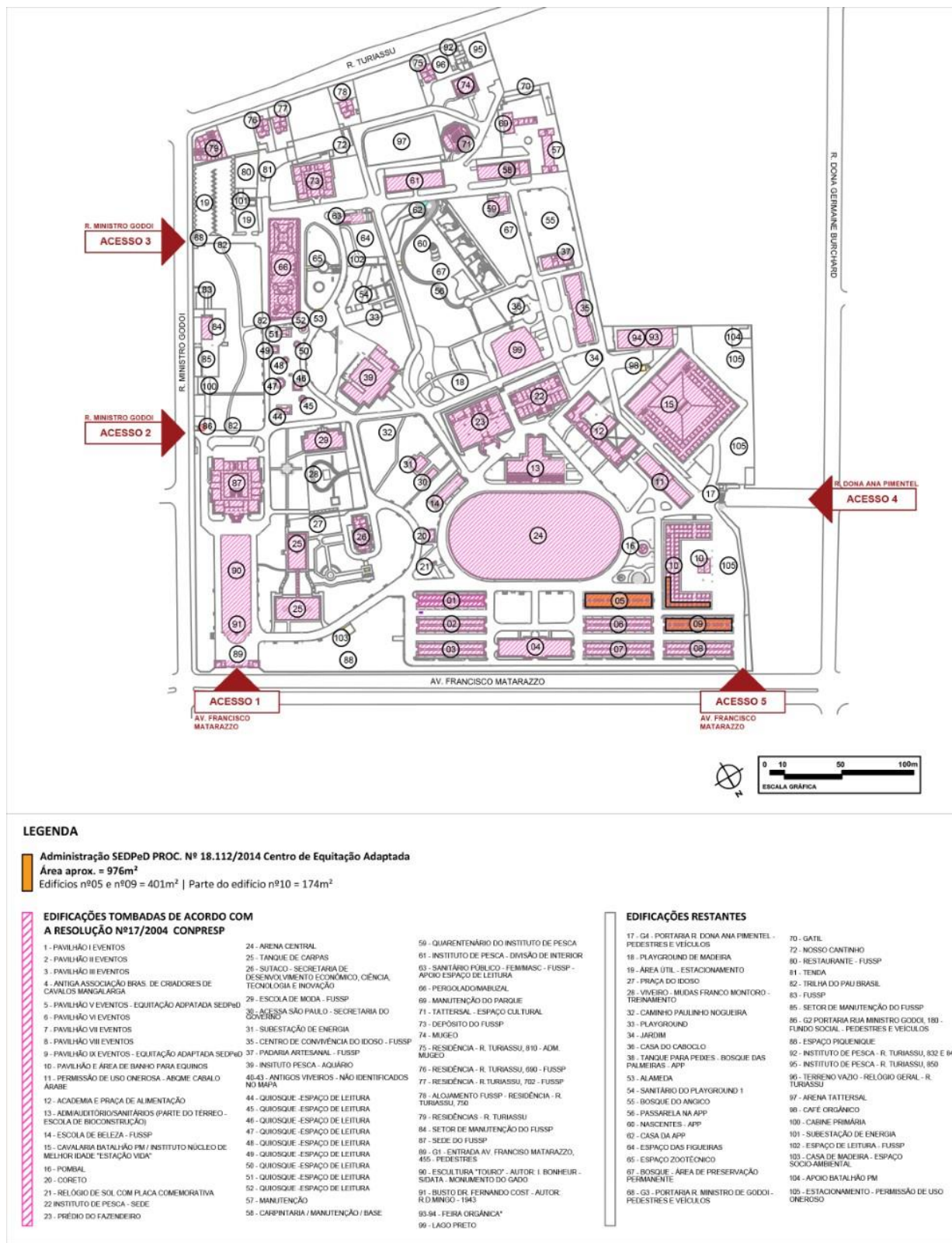
**14.6. RUNNING, WALKING AND HORSE RIDING PRACTICES**

The CONCESSIONAIRE shall promote the regulation of the flow of USERS and the sports, running, and walking activities in the PARQUE ÁGUA BRANCA, taking into account the peculiarities in its MANAGEMENT PLAN.

In the PARQUE ÁGUA BRANCA are also offered horseback riding and equestrian activities for USERS.

Within the framework of this planned partnership for equine therapy tailored to children and teenagers with disabilities, the CONCESSIONAIRE shall adhere to the Program for Inclusive Equine Therapy (or an equivalent program that may replace it) created by the State Secretariat for the Rights of Persons with Disabilities - SEDPCD - and it shall provide at least the necessary facilities, free of charge, as indicated below, while it is in force:

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The area that shall be provided by the CONCESSIONAIRE for inclusive equine therapy activities may be reduced to comply with any revisions to the program made by the State Secretariat for the Rights of Persons with Disabilities - SEDPCD.

**15 OTHER SPECIFIC DUTIES WITHIN PARQUE VILLA-LOBOS AND PARQUE CANDIDO PORTINARI**

**15.1. SPORTS PRACTICES**

The CONCESSIONAIRE shall provide the maintenance and adequacy of the courts, fields, skating tracks, bike paths, and jogging trails at PARQUE VILLA-LOBOS and PARQUE CANDIDO PORTINARI.

The CONCESSIONAIRE shall promote the regulation of the USERS flow and the different activities and sports offered, taking into account the specificities of the MANAGEMENT PLANS, the planned activities, and the different target groups and age groups.

The CONCESSIONAIRE shall also organize the use of outdoor fields and gyms. For this purpose, it shall provide online booking or similar, which enables the proper and organized use of the areas made available for sports practices.

The activities shall also be promoted for different target groups and age groups.

The existing courts and fields in the CONCESSION AREA must be available for free use at PARQUE VILLA-LOBOS and PARQUE CANDIDO PORTINARI, in accordance with the partnerships provided for educational social activities with sports training aspects, as established in item 7.3 of this ANNEX.

a) On weekends and holidays: all courts and fields already existing at the time of signing of the TERM OF DELIVERY OF THE PUBLIC ASSET must be available in full and free of charge, even if the opening hours are extended;

b) On weekdays, simultaneously:

1) Each equipment shall be available for free public use at least 50% of the time per week;

2) At all times, at least 70% of the total sports equipment shall be available for free public use.

The skating track in PARQUE CANDIDO PORTINARI shall be free to use and free of charge. The CONCESSIONAIRE shall provide online booking for USERS.

The CONCESSIONAIRE may establish new courts or skating tracks, or relocate existing ones, provided it maintains the same number and features as of the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET and provided it is compatible with the locations and uses provided for in the MANAGEMENT PLAN.

THE CONCESSIONAIRE shall provide bicycle rentals for activities within the PARQUE VILLA-LOBOS and PARQUE CANDIDO PORTINARI as of the signing of the TERM OF DELIVERY OF THE PUBLIC ASSET.

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**15.2. RESTRUCTURING THE MAIN PEDESTRIAN ENTRANCE OF PARQUE VILLA-LOBOS**

The CONCESSIONAIRE shall, within 365 (three hundred and sixty-five) days from the DATE OF SIGNING THE CONTRACT, rehabilitate the pedestrian access to PARQUE VILLA-LOBOS and renovate the entrance of its main access gate to allow more fluid access, including the rearrangement of the fixed and mobile structures in Access 04 and the services provided.

At a minimum, the structure must include:

- a general shelter coverage, which provides protection from the weather (sun and rain) for USERS of PARQUE VILLA-LOBOS;
- an architectural and visual identity, which harmonizes with the surrounding landscape and prioritizes sustainable practices in the design and materials used.

**15.3. MOBILITY AND ACCESS TO PARKS**

To provide smoother access and reduce traffic around PARQUE VILLA-LOBOS AND PARQUE CANDIDO PORTINARI, the CONCESSIONAIRE shall prepare the Plan for Mobility and Accessibility. Within 365 (three hundred and sixty-five) days, counting from the DATE OF SIGNING THE CONTRACT, the CONCESSIONAIRE must perform at a minimum:

- redesign the main entrance parking lot, known as Parking Lot 02, with pick-up and drop-off areas for taxis/apps and chartering, relocate the 60 parking spaces there to other parking lots from PARQUE VILLA-LOBOS and PARQUE CANDIDO PORTINARI;
- guidance of users on the existing pedestrian, bicycle, and vehicle entrances and create a mechanism to inform USERS of available and occupied parking spaces within the parking lots;
- redesign vehicle access areas with parking accumulation measures for access;
- availability of the number of parking spaces in the parking lots as established in item 3.2. ANNEX III - Engineering Schedule;
- development of an internal road plan that improves fluidity and circulation, with an innovative design for the existing vacant spaces that allows for greater maneuverability in and out of parking and that provides for special operations on weekends and holidays for the organization and fluidity of vehicle queues;
- redesign policies for USERS and signage outside of parks through a partnership with the City Hall.

The CONCESSIONAIRE shall also conduct the studies and comply with the parameters and other requirements to procure the Certificate of Guidelines of the City of São Paulo, which is necessary to minimize the impact on the road network around the park.

**15.4. OBSERVATION FERRIS WHEEL IN PARQUE CANDIDO PORTINARI**

In view of the transfer of the Use Permit Contract No. 03/2020/ GS in PARQUE CANDIDO PORTINARI according to Clause 8.1.3 of the CONTRACT, the following are duties of the CONCESSIONAIRE without prejudice to those provided for in the Use Permit Contract No. 03/2020/ GS:

- not prevent or hinder the access of USERS to the "Observation Ferris Wheel";



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- inform USERS of its access;
- provide access to employees and outsourced employees associated with the operation of the "Observation Ferris Wheel";
- allow public use during the opening hours of the Parque Cândido Portinari, as established in this ANNEX.

As a result of the transfer, the CONCESSIONAIRE shall be entitled to the compensation provided for in the Use Permit Contract No. 03/2020/ GS.

In the event of an agreement between the CONCESSIONAIRE and the Permit Holder of the "Observation Ferris Wheel", the above requirements, as well as the contents of the Use Permit Contract No. 03/2020/ GS, may be adapted, applying, where applicable, Clause 8.1.3.2.2 of the CONTRACT.