

**Πώληση περιουσιακών στοιχείων
του εργοστασίου κατασκευής γυαλιού “ALENVIDRIO S.A.”
στην Ουρουγουάη**

Το Εμπορικό και Βιομηχανικό Επιμελητήριο Αθηνών (Ε.Β.Ε.Α.), σε συνέχεια σχετικής πληροφόρησης από την Πρεσβεία της Ουρουγουάης στην Ελλάδα, γνωρίζει στις επιχειρήσεις – μέλη του και σε κάθε ενδιαφερόμενο ότι ανακοινώθηκε η **πώληση περιουσιακών στοιχείων του εργοστασίου κατασκευής γυαλιού “ALENVIDRIO S.A.” στην Ουρουγουάη**, μία από τις σύγχρονες βιομηχανικές μονάδες στη Λατινική Αμερική.

Καταληκτική ημερομηνία υποβολής προσφορών είναι η **29^η Αυγούστου 2022**.

Τυχόν διευκρινίσεις παρέχονται από την Ένωση Εμπειρογνομόνων της Ουρουγουάης (Διαχειριστές Πτώχευσης “Alenvidrio”) μέσω του email: info@aupe.org.uy

Επισυνάπτεται σχετικό πληροφοριακό υλικό.

Venta en bloque de los activos de ALENVIDRIO S.A.

Ley de Concursos y Reorganización
Empresarial N° 18.387

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Uruguay XXI

INVESTMENT, EXPORT AND COUNTRY
BRAND PROMOTION AGENCY



Why Uruguay?

Reliability

Access

Incentives

Talent

Lifestyle



LOGISTICS & DISTRIBUTION



COMMERCE & SERVICES



PRODUCTION & INNOVATION

Disclaimer

- This Presentation was prepared by Uruguay XXI based on information provided by the trustee of Alenvidrio S.A. (AUPE) as well as publicly available information. The sole purpose of this Presentation is to assist to potential interested parties in the acquisition of the assets of Alenvidrio SA. This Presentation is not exhaustive and may not contain all the necessary information that a potential buyer may require for this purpose.
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Introduction

- The company Alenvidrio S.A. came into being with the construction of a high-performance furnace in 2016, putting it into operation in 2018, and ceasing the company to operate in 2019.
- A large investment was made for the construction of the new plant, causing the company to reach very high levels of indebtedness.
- In 2019, the company began to have problems to face the cancellation of liabilities incurred, causing it to file for bankruptcy in 2020.
- By the end of October 2021, the liquidation of the company's assets was decreed.

Bidding: Summary of the bidding documents

- In June 2022 the call for interested parties in acquiring the assets of Alenvidrio S.A. was opened.
- The base is USD 7,320,000 including VAT (22%).
- Offers containing a maximum financing of 50% of the total value for a term not to exceed 5 years will be accepted. In order to analyze which offer is more convenient, a discount rate of 9% per annum will be used. The balance to be financed must be guaranteed with a stand-by bank guarantee at first demand from a first class financial institution in Uruguay (or from first class international banks listed on recognized stock exchanges with a rating of no less than BBB+).
- Prior to submitting the bid, a maintenance guarantee must be provided for a minimum amount equivalent to USD 100,000 (one hundred thousand U.S. dollars).

Benefits

- Only **the company's assets** will be acquired.
- **Liabilities are not part** of the acquisition process, nor are they the responsibility of the acquirer.
- **Exemption from** commercial, labor, municipal, tax or any other kind of **obligations** (excluding Value Added Tax and Internal Specific Tax).
- **Fast takeover** process, with no need to process special certificates before public agencies.


Location

- The industrial plant is located in the Cerro Industrial Technology Park.



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Plant profile

- **State-of-the-art** equipment. 
- One of the **most modern plants in Latin America, unique in Uruguay.**
- Furnace with only one year of use.
- **Located 6,2 miles - 15 min from the Port of Montevideo.**
- With a **maximum production capacity of 3,900 tons/month.**
- With capacity to add **4,250 m2 of indoor storage.**
- **Skilled labor with great expertise** in glass production, container design, quality control, logistics, maintenance and services.
- **Market of 41.5 million people in a 1,600 km perimeter by land.**



Target market



- **Southern Brazil:** 23 million people
- **Uruguay:** 3.5 million people
- **Paraguay:** 6.8 million people
- **Northeastern Argentina:** 8.2 million people

These markets are located within a perimeter of approximately 994 miles, by land from Montevideo.

** Competitive access to other markets is possible, both by land and sea.*

Plant distribution

NO.	AREA
1	Gatehouse and Scales
2	Finished Product Warehouse + 30,000 m ²
3	Administrative Offices
4	Sand and Glass Treatment
5	Disused Plant I (Ebigold S.A., its assets are not auctioned)
6	General Warehouse
7	LPG tanks
8	Compressor Room
9	Plant II
10	Water Treatment Area
11	Electrical Room and Emergency Generator
12	Mixing House
13	Fuel Oil Tanks



10-section double drop is-machine



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Production

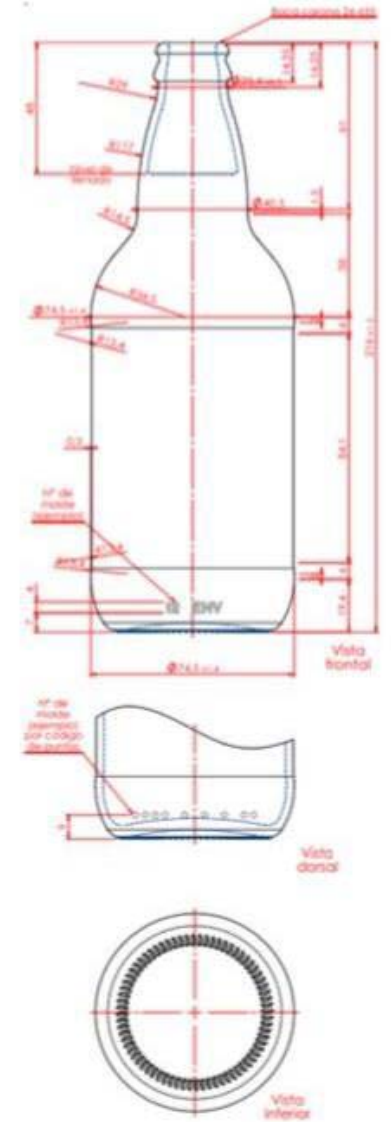
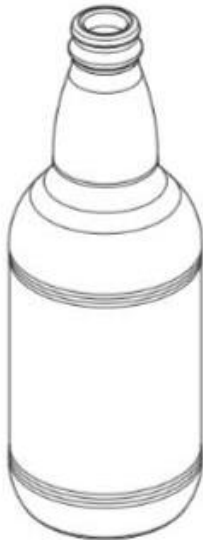
EQUIPMENT (See Annex I for assets)::

- **Mixing House** with capacity for automated storage and processing of **raw material**.
- **Melting Furnace** for **130 tons of glass/day**.
- **2 Production Lines:**
 - 2 Thermal conditioning areas prior to the inlets of bottle forming machines.
 - 2 Double drop forming systems.
 - **2 Double drop container forming machines, of 10 sections each.**
 - **2 Annealing arches** with automatic temperature control.
 - 2 Lines of conveyor belts for containers and **2 automatic palletizers**.
 - **2 Lines of automated inspection equipment** for the revision of the body, bottom and mouth of containers.

Production

DESIGN

A wide range of molds are available for the manufacturing of containers for the food and alcoholic and non-alcoholic beverages industry.



Products

The plant has the capacity to manufacture containers of **various sizes and colors**, mainly **flint (colorless)**, **amber**, **green** and **blue**.

Two different molds can be produced simultaneously, while preserving the color.



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Enviroment

- The plant has the capacity to recycle 30,000 tons of glass per year, which is currently buried as waste.
- The plant's furnace burns at over 2552 F°, which is necessary to recycle the oil burned as fuel, about 13,000 liters per day.



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Alenvidrio S.A.

Address :

Calle Haití 1500. PTI Cerro.
Montevideo, Uruguay



Front view ENVIDRIO plant

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ANNEX 1

Detail of assets of ALENVIDRIO S.A.

Asset	Quantity	Notes
Screw compressors	4	GA160 + P 5,5 BAR 160 Kw
Dryers	2	FD 1400 84 M3/MIN
Tanks	2	10 M3 LV10011
Tanks	2	2 M3 LV2011
Electronic purges	3	EWD50
Screw compressors	1	GA45 FF 7.5 BAR 45KW
Bomb of void	2	GV630
Vacuum tank	1	LT500
Mixing composition system		
Supplier	1	Concept
Eirich	1	Intensive Mixer
Glass Mechanics	1	Bucket Elevator
Max Service	1	Elevator Assembly
Max Service	1	Belt and bucket assembly
Max Service	1	Silo Ladder
Max Service	1	Silo Ladder
Vortex	1	Pneumatically Actuated Divert Valves
Wam	1	Manual guillotine valve
Gomez Haedo	1	Conveyor belts
Gomez Haedo	1	Conveyor belts
Gomez Haedo	1	Conveyor belts
3ML	1	Compressed Air Piping
3ML	1	Platform for compounding plant
Unamel	1	Elevator lowering
Unamel	1	Loading silo and support structure
Unamel	1	Structure for hopper and platform upper area
Unamel	1	Scale structure for soda - limestone - sand - glass
Unamel	1	Bucket elevator unloading duct
Unamel	1	Platform for scale area
Nelson Hermida	1	For lightning - Earth composition
FURNACE COMPOSITION SYSTEM		
MRE	1	Sub - Floor - Dividers Rider Archs
MRE	1	Hormizir 40
MRE	1	Furnace external insulation
MRE		Block Refractories
MRE		Block for Vault
MINTEQ		Vault and flying walls
UTAH		Silica Bricks for Vaults
SAINT GOBAIN		Refractory bricks
SAINT GOBAIN		Refractory bricks
SAINT GOBAIN		Refractory bricks

SAINT GOBAIN		Refractory bricks
SAINT GOBAIN		Refractory bricks
SAINT GOBAIN		Concrete
BERKES	1	Fireplace
CADES	1	Furnace combustion pipe
BERKES	1	Oven
SAINT GOBAIN	1	Block Refractories
REVIMAC	1	Oven control system
SIGMA	1	Chambers refractory materials
BOCK	1	Booster
BDF	1	Oven control mechanism
Bottle shaping equipment	2	Two forming machines REVIMAC IS MODEL 10DG 5-1.5 electronic control system set, auxiliary equipment set, Lincoll lubrication system
IS machine control panels	2	
IS cooling system fans	6	
Equipment for feeding FEDER type 500 DG4	2	
Arches type L07W30/40/25	2	
Cold line conveyor belts	2	
RPAL model palletizers	2	
ROBOPACK wrappers	2	
Inspection machines	2	
Movable assets that make up the production shed	1	Main nave 120m long x 22 wide x 14 high (construction of walls). Fan room. Compressor room. Place where the UTE substation is located. Warehouse for the composition of raw material
Silos	9	Located in gallon where the mixer is located
Bucket elevator	1	
Gas system	1	
Full oil tank, 117,000 liters capacity	1	
Transformers and Spanish control system	1	
Water system in case of power failure supplies the system. Cooling	1	
Gas and water system for 146 furnace feeder burners.	1	
Outdoor submersible drainage pumps	2	
Forklifts	2	
Glass discard mill	1	

ANNEX II PERSONNEL TO BE HIRED

	NAME	SURNAME	LABOR CATEGORY	GROUP / SUBGROUP*	DETAIL OF DUTIES
1	Eduardo	ALBERTI	CAT V / S.F	G8/S8/Cap1	Forklift driver
2	Federico	ARRUA	CAT III / B	G8/S8/Cap1	Milling
3	Felipe	BAQUET	CAT IV / A	G8/S8/Cap1	Mechanic
4	Flavia	CABALLERO	CAT III / B	G8/S8/Cap1	Human resources
5	Miguel	CABRERA	CAT III / B	G8/S8/Cap1	Milling
6	Julio	CORONEL	CAT III / B	G8/S8/Cap1	Revise
7	Oskerman	D´ELIAS	CAT V / S.F	G8/S8/Cap1	Forklift driver
8	Jose	DA SILVA	CAT IV / A	G8/S8/Cap1	Machine assistant
9	Nancy	DEMARCO	CAT II / C	G8/S8/Cap1	Cleaning Personnel
10	Jose	FONTES	CAT V / S.F	G8/S8/Cap1	Forklift driver
11	Julio	GARCIA	CAT IV / A	G8/S8/Cap1	Blacksmith
12	Rosario	HERNANDEZ	CAT IV / E	G8/S8/Cap1	Machine assistant
13	Maximiliano	JUAN	CAT IV / A	G8/S8/Cap1	Machine assistant
14	Dario	LEDESMA	CAT IV / A	G8/S8/Cap1	Revise
15	Leonardo	LEITES	CAT IV / A	G8/S8/Cap1	Quality Control Officer
16	Adrian	LEITES	CAT IV / A	G8/S8/Cap1	Inspection Machine Officer
17	Eduardo	LEMONS	CAT II / C	G8/S8/Cap1	The guard
18	Jorge	LOPEZ	CAT V / S.F	G8/S8/Cap1	Revise
19	Marcelo	MERIALDO	CAT V / S.F	G8/S8/Cap1	Quality Control Officer
20	Hector	NOGUERA	CAT III / B	G8/S8/Cap1	Yard or chores general
21	Bryan	NUÑEZ	CAT III / B	G8/S8/Cap1	Oven Officer
22	Richard	OLIVERA	CAT IV / A	G8/S8/Cap1	Operator Composition
23	David	PAZOS	CAT IV / A	G8/S8/Cap1	Operator Composition
24	Marcos	PEREZ	CAT III / B	G8/S8/Cap1	inspection machine officer
25	Mauricio	PEREZ	CAT IV / A	G8/S8/Cap1	Palletizing
26	Pablo	PIÑA	CAT IV / A	G8/S8/Cap1	Oven Officer
27	Diego	PLACERES	CAT IV / A	G8/S8/Cap1	Molderia Officer
28	Pablo	PLACERES	CAT IV / A	G8/S8/Cap1	Molderia Officer
29	Julio	RODRIGUEZ	CAT V / S.F	G8/S8/Cap1	Oven Officer
30	Ronald	ROJAS	CAT V / S.F	G8/S8/Cap1	Oven Officer
31	Dario	ROSTAN	CAT IV / A	G8/S8/Cap1	Quality Control Officer
32	Gustavo	RUZA	CAT IV / A	G8/S8/Cap1	Electrical engineer
33	Neithan	SAAVEDRA	CAT I / D	G8/S8/Cap1	Revise
34	Diego	SALAS	CAT III / B	G8/S8/Cap1	Quality Control Officer
35	Juan	SUAREZ	CAT III / B	G8/S8/Cap1	Inspection Machine Officer
36	Gabriel	TRINIDAD	CAT V / S.F	G8/S8/Cap1	Operator Composition
37	Camila	VAZQUEZ	CAT II / C	G8/S8/Cap1	Logistics assistant

*G8, Group 8 Metal products, machinery and equipment industry
Subgroup 8 Industrialization of glass and hollow glass
Chapter 1 Hollow glass

LIABILITY AGREEMENT.- In the city of Montevideo, on the day... of 2022, **ON ONE PARTY:** Mr. Guillermo Gonsalves in his capacity as President, representing the Administrative Commission of the Parque Tecnológico Industrial del Cerro (hereinafter CAPIT), with domicile at Avenida Dieciocho de Julio N° 1360, and **ON THE OTHER PARTY:**, Oriental, of legal age, holder of identity card No., in his capacity as attorney-in-fact and on behalf of with R.U.T No. (hereinafter "the bailee") with domicile in this city at Haití 1590 Área medioambiental, Local, electronic address....., who agree to enter into the following gratuitous bailment contract: **AGREE: FIRST: I)** CAPIT, which operates in the Departmental property that used to be the Frigorífico del Cerro S.A. (EFCSA). (EFCSA), acts with the objective of recovering and dynamizing the area from the productive, social and urban point of view, promoting the installation of companies in the Parque Tecnológico Industrial del Cerro (PTIC), in accordance with the provisions of Resolutions 4.507/98 of November 10, 1998, 4674/04 of September 27, 2004, 1161/2006 of April 3, 2006 and Decree 30.979 of October 1, 2004.- **II)** The bailee timely requested the gratuitous bailment contract binding it to the administration.- According to the proposal submitted and the background information available at CAPIT, the company meets the necessary conditions to remain in the Park.- **III)** The commodatum presented its business plan to the CAPIT. **IV)** On file CAPIT approved the commodatum subscription.- **SECOND: Object:** CAPIT gives on gratuitous loan to the Borrower the premises of the Parque Tecnológico Industrial del Cerro located at 1590 Haiti Street, facing the internal street, local N°... , which consists of an area of (.....) square meters, identified in the attached map, which is taken as an integral part of this contract (Annex No. I).- **THIRD: Term:** The term of this contract shall extend from the signing of the same until Notwithstanding the foregoing, this contract shall be terminated by operation of law (express resolutive condition) in the event that the Departmental Administration establishes a new legal form for the PTIC, which determines new links and contractual types with the companies that develop their activities in the same, including this contract, which the bailee accepts from now on without the right to any claim whatsoever. In this case, if the bailee complies with the obligations arising from this contract and develops its proposal correctly, CAPIT commits itself to make a written report in which it will recommend to the new authorities that take over the administration of the Park, the renewal of the contractual link with the bailee.- **FOURTH: Destination:** The premises will be used by the bailee exclusively for, according to the program of use presented to CAPIT and approved by the latter.- **FIFTH: Obligations of the bailee: I)** The bailee undertakes to carry out in said space the activities corresponding to the objective and destination defined above.- **II)** Declares that it is aware of the state of conservation of the buildings and open areas that make up the property and agrees to receive it in those conditions, in accordance with the record drawn up

prior to this act and which forms an integral part of this document.- **III)** The conditioning and conservation of the premises will be his responsibility, and he must request prior authorization from CAPIT and the competent Departmental and Municipal Services for the works to be undertaken therein, which upon completion will be for the benefit of the departmental property, without compensation of any kind, without prejudice to the actions that CAPIT may initiate for non-compliance. The payment of the debts originated by any concept before the Montevideo City Hall and/or Social Security Bank or other organisms, as a consequence of the realization of any work or reform will be in charge of the bailee, CAPIT being able to require the exhibition of all the documentation and proofs of payment that it considers necessary - The building improvement will be specially taken into account at the time of evaluating the permanence of the bailee in the Park.- **IV)** The bailee will be in charge of the installation in his company, conservation and payment of the services of electric energy, drinking water and telephone, or others that may be necessary in the future.- **V)** The common expenses, the consumption of drinking water, electric energy and the general operation of the Park will also be in charge from the date, according to the criteria established in the Internal Regulations of the same.- **VI)** The bailee will have to conserve in good conditions of cleaning the area object of the present contract.- **VI)** The bailee will have to conserve in good conditions of cleanliness the area object of the present contract.- **VII)** Should the bailee increase the number of workers, it must consider the use of local labor, especially young people and women, and inform CAPIT of this fact.- **VIII)** The bailee may designate representatives to participate in management improvement courses organized by CAPIT related to its activity.- **IX)** Likewise, it will allow inspections of the premises by officials designated by CAPIT, in order to verify compliance with the obligations assumed.- **X)** The bailee declares to be familiar with the PTIC Regulations and undertakes to comply with its provisions, which are part of this contract, as well as the modifications and/or substitutions that may be made to said regulations for the purpose of improving the Park's activity.- **XI)** The bailee undertakes to comply with all national and departmental regulations on mechanical, electrical and building installations, whose non-compliance will be sanctioned according to the provisions of this agreement and the Park's bylaws, without prejudice to the sanctions that may apply according to national and departmental regulations. When the structure of the site assigned to the bailee prevents it from complying with national and/or departmental regulations, CAPIT will form a special commission that will propose alternatives that will allow the normal development of the bailee's activities, with prior approval from CAPIT. In the event that the alternatives are not considered adequate by the bailee or are insufficient to comply with the applicable regulations, the bailee may request the termination of the contractual relationship without further action. Notwithstanding the above, CAPIT will make progress in improving the conditions of the PTIC in accordance with its strategic plan.- **XII)** The

bailee undertakes to comply with all labor provisions and contributions to the Social Security, DGI (General Directorate of Taxes) and Work Accident Insurance of all workers who perform functions for the bailee, exhibiting original documents and delivering photocopies of the validity of the registrations, every 6 months as from the date, including the Fire Insurance.- **XIII)** The bailee undertakes to contract the insurance required by the legislation in force for the development of its activity.- **XIV)** The bailee undertakes not to assign, lease, sublease or dispose of the property granted in any way to other individuals or legal entities and not to allow the occupation of the buildings that make up the property granted, nor its open areas, by third parties other than the bailee. **XV)** The bailee is exempted from presenting a guarantee for the payment of the common expenses. In the event that the bailee fails to comply with his obligations for two consecutive months or six alternating months in twelve months, CAPIT may require him to deposit, within 10 working days, an amount equivalent to three months of common expenses as a guarantee for the payment of the obligations assumed in this document, under penalty of applying the sanctions established in the Internal Regulations, which may result in the termination of the contract by decision of CAPIT. The bailee may choose to document this amount either by means of a cash deposit or by means of public papers, bank guarantee, insurance of faithful fulfillment of the contract or offer a real guarantee, to the satisfaction of CAPIT. These amounts will be returned to the bailee with the fruits that they have produced, once the contractual termination of the contract with respect to CAPIT has been verified, deducting any debts that the bailee may have for any reason at that date. The bailee authorizes CAPIT to make the withholdings and deductions corresponding to common expenses due at any time, accepting the settlements made by the Administration. In the event that CAPIT makes any withholdings or deductions from the amounts deposited, the bailee undertakes to replace the amounts withheld or deducted within a period not exceeding 3 working days from the day after the bailee is notified of such withholdings or deductions in accordance with the provisions of clause sixteen, under penalty of non-compliance being considered as grounds for termination of the bailment contract. **XVI)** The bailee undertakes, in the performance of its activities, to comply with the national and/or departmental environmental regulations, being applicable the provisions set forth in clause Five XI) in the event that the bailee is unable to comply with the national and/or departmental regulations due to the structure of the assigned site. **XVII)** The bailee undertakes to obtain the necessary authorizations and/or renewals for its operation.- **SIXTH:** The bailee assumes all the responsibilities arising from the relationship between it and the third parties with whom it contracts under any title, as well as the obligations that may arise with state or parastatal agencies, with respect to which the Montevideo City Hall is completely alien. Likewise, the bailee shall indemnify in case of material or personal damages caused to departmental officials or third parties, when its responsibility for such damages is proven

by action, omission or negligence.- **SEVENTH:** During the term of this contract, CAPIT shall not be obliged to carry out any kind of repairs to the building or structure, nor to make repairs due to malfunctioning of the water, electricity and similar services that correspond to the premises given on gratuitous bailment. **EIGHTH:** The bailee assumes full and exclusive responsibility for the security and conservation of the furniture, machinery and office equipment and any other element used in the areas of the property that are the object of this contract. The bailee may not install signage, advertising or information signs without the express authorization of CAPIT, and is obliged in all cases to respect CAPIT's guidelines.- **NINTH:** CAPIT assumes no liability whatsoever to the bailee, nor to third parties for: **a)** the activities carried out by the bailee. **b)** the goods existing in the property, the material safekeeping of which will be exclusively the responsibility of the bailee, being liable to third parties for any concept. **c)** at no time shall CAPIT be liable for acts or facts of the bailee, and if it is judicially obliged to do so, it may repeat them under any circumstances.- **TENTH:** CAPIT undertakes to ensure the proper general operation of the Parque Tecnológico e Industrial del Cerro, ensuring compliance with the services of surveillance, lighting, cleaning, electricity supply, sanitation, drinking water and other similar services. **ELEVENTH: Automatic Default:** The default will occur as a matter of law, without the need for any judicial or extrajudicial act, by the mere expiration of the terms established, as well as by the performance or omission of any act or fact that results in doing or not doing something contrary to what has been stipulated.- **TWELFTH: Termination:** Failure on the part of the bailee to comply with all or any of the obligations arising from this contract and the PTIC Regulations will entitle CAPIT to impose sanctions such as observation, fines, interruption of the electric power supply, prohibition of personnel from entering the company, and may result in the unilateral termination of the gratuitous bailment by means of a well-founded resolution, without prejudice to any actions for damages that CAPIT may consider appropriate. Non-compliance by the bailee of the obligations contained in clause FIFTH, paragraph XII) is considered a cause for immediate termination of the contract, and the bailee must prove its compliance prior **to the day** as well as on such other occasions as may be required by CAPIT in the future. In the event of non-compliance in the payment of common expenses or electricity consumption, CAPIT may order that the bailee may not remove material, tools and/or machinery of any kind from the PTIC facilities. **THIRTEENTH:** Upon delivery of the property to the bailee; upon completion of the works; as well as upon return of the property covered by this contract, an inventory of the condition of the property will be made in the presence of representatives of CAPIT and the bailee. Failure to return the property upon expiration of the contractual term or any of its extensions, or upon termination due to non-compliance by means of a well-founded resolution by CAPIT, may result in the imposition of a daily fine of 100 UR (one hundred Readjustable Units).- **FOURTEENTH:** The bailee shall comply

with the Works and Qualifications Plan agreed upon and which is attached to this contract, with its corresponding stages, and which is indicated as Annex II. **FIFTEENTH: Special Addresses:** The parties constitute special domiciles for the purposes of this contract, in those indicated as respectively theirs in the appearance.- **SIXTEENTH: Communications:** Any notice or intimation to be made by the parties shall be deemed to have been validly made if it is made to the addresses set forth herein, by means of registered telegram or any other means that provides certainty of its execution, including those made to the e-mail address that appears ut supra as yours.- **SEVENTEENTH:- (TRANSITORY CLAUSES): I)** Since the new Internal Regulations or Bylaws referred to in Clause Five paragraph X) hereof have not yet been approved, it is hereby established that, until the approval thereof, the Internal Regulations attached hereto shall govern between the parties, forming part of this contract (Annex No. III).- **EIGHTEENTH: Capacity:** The bailee hereby accredits the capacity invoked by means of the notarial certificate issued by the Notary Public. **dated.....** which forms part of this contract. And in proof of conformity, three copies of the same wording are signed in the place and on the date indicated in the paragraph above.-



INTERNAL REGULATIONS OF THE

PARQUE TECNOLÓGICO INDUSTRIAL DEL CERRO (P.T.I.

CERRO).- First: Background.- CAPIT operates in the municipal property where the former Frigorífico del Cerro S.A. (EFCSA) was located and acts with the objective of recovering and dynamizing the area from the productive, social and urban point of view, promoting the installation of companies in the Industrial and Technological Park (P.T.I.), in accordance with the provisions of Resolution 4.507/98 of November 10, 1998, Resolution 4674/04, Departmental Board Decree No 30.979 and Resolution of the Municipal Mayor No. 1161/06.- **Second: Protocol for joining the P.T.I. A) Company**

Profile: CAPIT will take into consideration among those companies that aspire to join the PTI, those that have a technological innovation component, labor-intensive incorporation, agri-food industries or agro-inputs for agriculture, those that produce goods or services aimed at improving the environment, chemical industries aimed at recycling disused materials and computer industries aimed at providing hardware and software. Likewise, special consideration will be given to those which, due to general, municipal, zonal or P.T.I. interest, merit their installation. In all cases, it will be sought to promote the capacity of association or complementation among the different companies that integrate the PTI. Without detriment of the above mentioned, those small companies that aim at the reconversion of equipment currently in disuse and specialized human material that was part of productive processes, today inactive, will also be taken into consideration.- **B) Incorporation Request.- Formal and material requirements.-** I) Formal.- Notarial certificate where the constitution and validity of the company,

constituted domicile and who are authorized to represent it and in what capacity.- Certificate of Registration before the General Directorate of the Ministry of Industry, Tourism and Trade of the Republic of Argentina. Certificate of Registration before the General Tax Directorate, Social Security Bank and Work Accident Insurance Policy - The companies must be up to date in the payment of their national and departmental taxes - II) Material - A folder containing the business project to be developed must be submitted, adequately describing the activities of the company to be established. The arguments on which the economic viability of the enterprise is based must be explained as clearly as possible and a program for the use of labor must be proposed.- III) The Administrative Commission will give priority to those enterprises that present the following characteristics: a) They present innovative projects from the technological and productive point of view.- b) That can demand an intensive and increasing use of specialized labor.- c) That include within its project the permanent technical training of the personnel.- d) Those that carry out activities compatible with the IMM's (Departmental Montevideo City Hall) tasks or in the area of influence of the PTI, or for the development of this one, as for example, roads, construction, services, etc.- e) Those that transform into raw material elements in disuse, wastes or recyclable materials; f) Those that favor the development of technological processes of production tending to transform polluting substances into innocuous products for the human health; g) Companies that can develop activities in a coordinated or associated way with other companies installed in the PTI, in their different stages of production that allow a technical or productive complementation.- h) The CAPIT will take into consideration the situations generated in the processes of incubation of companies.- I) Those that incorporate unskilled labor from the area and provide educational support aimed at their

specialization.- II) Those that incorporate unskilled labor from the area and provide educational support aimed at their specialization.-

THIRD: Trial period.- The company whose project is considered viable by CAPIT may, at the discretion of the Commission, be subjected to a trial period of six months, which will be expressly stated in the respective commodatum contract; if a positive evaluation is made during this period, CAPIT will issue a resolution admitting its entry into the Park's general contracting conditions.-

FOURTH: The term for the use of an area shall be established in the respective contract, and may not exceed the term of the incumbent Mayor's term of office - In the event that the term exceeds the term of office for which the incumbent Mayor was elected, authorization must be requested from the Departmental Board. **FIFTH:** The companies will be obliged not to develop activities different from those authorized by CAPIT in the resolution that authorized their entrance to the Park, unless expressly authorized in writing, which must be included in the contract signed by the parties.- **SIXTH:** The conditioning and conservation of the premises they occupy will be the responsibility of the commodatary companies, which must previously request authorization from CAPIT and the corresponding Municipal Services. The companies will be in charge of the conditioning and conservation of the premises they occupy. Once the refurbishing works have been completed, the corresponding descriptive report of the state of the premises will be drawn up, and all the improvements made in the premises will be for the benefit of the City Council, without the companies having the right to any compensation, even in the case of early termination of the gratuitous bailment.- The importance of the building improvement will be an important factor to be taken into account when fixing the term of the gratuitous bailment.- **SEVENTH:** The bailees will be responsible for the electric energy services, as well as the installation and

maintenance of the same.- **EIGHTH: GENERAL EXPENSES OF THE PARK.- 1)** he companies are obliged by the mere fact of entering the Industrial and Technological Park of Cerro, to contribute their share of the park's general expenses.- Among the mentioned expenses are mentioned by way of example consumption of drinking water and general operation of the premises (surveillance, lighting, cleaning and others) in proportion to the ceded area.- **2)** These expenses are paid by the Montevideo City Hall, and must be reimbursed by the companies, so that they do not generate income or expenses for the administration.- **3)** In order to receive the reimbursement of expenses from each company, CAPIT establishes, by means of a founded resolution, an estimated value of the square meter of the occupied area, based on the amount paid in the previous semester, number of companies installed and total area occupied, which the companies must pay monthly, and may proceed according to the provisions of paragraph d of Art. 1 of Resolution No. 4674/04.- **4)** The companies will reimburse their proportional part as follows:

- a) Companies that join the PTI must pay the general expenses (common expenses) fee at the Municipal Treasury Service before the tenth day of each month, according to the liquidation made by CAPIT in accordance with the parameters set forth above.-
- b) CAPIT will fix every six months, by means of a founded resolution, on December 31st and June 30th of each year, the value of the common expenses corresponding to each company for the following six months, taking into account the expenses actually paid in the previous six months and the investments that may be necessary to be made.-
- c) In accordance with paragraph d of Art. 1 of Resolution No. 4674/04, CAPIT may compensate the companies totally or partially for the payment of common expenses, according to the

works and services rendered by them in the previous period(s), at the express request of the Administration, without prejudice to the possibility of seeking the exemption provided for in Art. 3 of Decree 30.979.-

d) CAPIT may enter into agreements with the Association for the Promotion of Industrial and Technological Parks (APROPIT) under the terms of section 3 of Article 1 of Resolution No. 4674/04 for the execution of projects and development of infrastructure works and maintenance services of the PTI

NINTH: The companies that use the park will be obliged to maintain the area in good conditions of cleanliness at CAPIT's discretion, as well as to comply with the circulars issued by CAPIT regarding the cleanliness and safety of the entire PTI.- **TENTH:** Companies shall give priority when incorporating new labor to residents of the area where the PTI is installed, with special consideration to young people and women. When new employees are added to the companies' workforces, they shall inform CAPIT of this fact.- **ELEVENTH:** The companies must designate representatives to participate in the management improvement courses organized by CAPIT, related to their activity or that of the Park in general.- **TWELFTH:** The companies using the P.T.I. must obtain all the necessary authorizations for its operation, required by the departmental and national regulations.- **THIRTEENTH:** CAPIT may request at any time and without prior notice the presentation of the necessary authorizations for the development of the activities of each company, and all companies are obliged to obtain the necessary permits and authorizations for their operation within the term required by the Commission.- **FOURTEENTH:** All companies authorize CAPIT to inspect and audit their corporate books, financial statements, financial records and production processes from the moment they submit their application to enter the PTI, in the event

that they are in default with their suppliers or are in arrears in the payment of wages and taxes or are in arrears in the payment of their obligations to the PTI C, which may endanger the continuity of the business venture. Audits may not be carried out in any case, when there is no imminent risk to the continuity of the business - CAPIT may at any time require copies of documentation and especially certifications of being up to date in the payment of obligations to the DGI (General Directorate of Taxation), the Social Security Bank, the State Insurance Bank (Work Accidents Law 16.074) - CAPIT may inspect the premises and working conditions of each company at any time and at any time through the personnel it designates for this purpose - CAPIT may inspect the premises and working conditions of each company at any time.- **FIFTEENTH.**- The regulations form an indissoluble part of the contracts that the companies sign for their entry into the PTI with CAPIT, in which they are obliged to comply with all the obligations foreseen in these regulations, even when they are in the trial period or when the term of the same has expired.- **SIXTEENTH:** The companies assume all liabilities arising from the relationship between it and third parties with whom it enters into a contractual relationship of any nature, as well as the obligations that may arise from the same with other state agencies, with respect to which the IMM is completely alien. Likewise, the companies will indemnify in case of material or personal damages caused to municipal officials or third parties, when the responsibility of the participants of the program is ascertained, due to action, omission or negligence in the performance of their activities.- **SEVENTEENTH:** Failure to comply with any of the obligations set forth in these regulations shall entitle CAPIT, after receiving a report detailing the non-compliances, which shall be notified to the company, to terminate the commodatum contract and to establish in the same resolution a term for the vacating of the space occupied by the

company - CAPIT may not authorize the entry to the Park of those businessmen or their dependents when there are relevant non-compliances, in its opinion, in the obligations assumed with the PTI.-

EIGHTEENTH: CAPIT will be able to suppress the electric energy services in the case that these are not provided directly by UTE (National Administration of Power Plants and Electric Transmissions), when the company obliged to pay is in default in the fulfillment of its obligations in two monthly payments or when the amount of the debts exceeds 100 UR (readjustable units)- The single lack of payment in the terms stipulated in these regulations, will bring about the automatic default and will be sufficient cause for CAPIT to be authorized to proceed to cut off the Services.-

NINETEENTH: In the event that CAPIT terminates the Contract and the term granted for vacating the occupied area has expired, the Commission may apply a daily fine to the company for not handing over the space - In the event that the fine is not specifically provided for in the commodatum contract or in the event that the contract has expired, the daily fine will amount to 100 UR.-

TWENTIETH: The companies are obliged to notify CAPIT of the entry of the machinery and equipment used in their production process - In the event that they wish to remove machinery or equipment of any kind, they must notify CAPIT at least 72 hours in advance -.

ANNEX V - List of Works

The bidder shall submit a scheduled Work Plan to be executed before June 30, 2025, including the works, qualifications and other requirements detailed as follows:

- i. **Perimeter enclosure of the Property:** The productive unit to be loaned represents 29,661 m² (area to be rectified or ratified by the Surveyor Engineer at the time of signing the Lease Contract). The perimeter around which the new party wall enclosure must be built is approximately 205 linear meters. The enclosure must have a minimum height of 2 meters, in precast concrete wall. (Deadline: Before starting the production process and stocking bottles in the stall).
- ii. **Conditioning of the existing deteriorated wall:** The stockpiling of glass has deteriorated 80 linear meters of wall adjacent to municipal facilities, causing cracks in several sectors of that length, running the risk of collapse. (Deadline: At the beginning, after signing the commodatum contract and registering the work in BPS (Social Security Bank)).
- iii. **Cleaning of scattered glass in the area that is not going to be bailed out and repair of the wall in the North Access:** In the area above the North Access of the PTIC there is a concrete block wall of approximately 100 linear meters that has been affected by the accumulation of glass. It is required to repair the wall and clean the areas where there is scattered glass (Deadline: At the beginning, after signing the commodatum contract and registering the work in BPS)
- iv. **Improvement of the interior lighting** of the commoditized area (Deadline: Before June 30, 2025)
- v. **Review of all sanitary and pluvial drainage facilities and OSE (State Sanitary Works) network**, conditioning those that are not working properly (Deadline: At the beginning, after signing the commodatum contract and registering the construction site in BPS)
- vi. In addition, the Works Plan shall contain the **layout of the production plant** within the commoditized area, taking into account the raw material and finished product storage areas, the different existing and projected constructions, the operating facilities, the different plant flows, etc. (Deadline: At the beginning, it shall be part of the proposal to be submitted in the Works Plan)
- vii. A chapter specifically dedicated to determine the destination of the existing infrastructure in the first installed plant (former glass plant) with a proposal of the destination that would be given to the physical infrastructure of the plant, in line with the layout of the commoditized area (Deadline: At the beginning, it

will be part of the proposal to be presented in the Works Plan)

- viii. Waste management plan (Deadline: From the 6th month after the signing of the commodatum contract)
- ix. **To build an Industrial Effluent Treatment Plant**, as required by the Ministry of Environment, and to carry out a proper drainage of the same (Deadline: At the beginning, after signing the commodatum contract and registering the Work in BPS)
- x. **Design and execution of the project to obtain Fire Department certification**, which must include an autonomous hydraulic network with water reserve, fire hydrants, and additional hydraulic measures required by Fire Department regulations. It must also include the facilities required for certification, such as smoke detection and alarms, fire extinguishers, emergency lights, evacuation plan, etc. (Deadline: From the 6th month after signing the commodatum contract, the project must be submitted to the National Fire Department and executed within one year)
- xi. Obtain authorizations from the National Directorate of Environmental Quality and Assessment (**DINACEA**): Special Environmental Authorization (Deadline: At the beginning, after signing the commodatum contract)
- xii. Authorization from the Ministry of Public Health (**MSP**) (Deadline: Before June 30, 2025)
- xiii. Mechanical and Electrical Installations Qualification - SIME (**IM**) (Deadline: From the 6th day after signing the gratuitous bailment contract)
- xiv. Industrial-commercial qualification - Servicio de Contralor de la Edificación (**IM**), after a report from the Impact Study Unit, where compliance with the conditions detailed in the following paragraphs will be evaluated: (Deadline: From the 6th day after the signing of the gratuitous bailment contract)
 - a) All vehicles owned, outsourced or linked to distribution from the establishment must park, wait, load/unload exclusively within the establishment. All vehicles used for this purpose must comply with the requirements established for the area by the cargo regulations in force in Montevideo.
 - b) The dynamics associated with the undertaking must not interfere at any time with vehicular and pedestrian traffic in the area.
 - c) Ashes, dusts, odors, noise, gases, waste materials, vibrations, etc., originating from the operations carried out within the premises shall be limited to the premises itself.
 - d) National and departmental environmental regulations applicable to industrial and service establishments must be complied with:

1. Law No. 17,283 "General Law for the Protection of the Environment" of November 28, 2000.
2. Decree 349/2005 and amendments, of the National Executive Power.
3. Decree 253/79 and its amendments, of the National Executive Power.
4. Law 17,852
5. Air quality standards proposal, GESTA Air Group.
6. Decree 182/2013, of the National Executive Power
7. Decree No. 13,982, Ordinance on Industrial Wastewater Disposal, Departmental Board of Montevideo.
8. Internal Resolutions No. 117/97 and 162/97 of the Department of Environmental Development.
9. Resolution N° 5055/2011 of the Department of Environmental Development.
10. Resolution No. 3451/2017 of the Department of Environmental Development.

The Montevideo City Hall undertakes to expedite as quickly as possible those authorizations that fall within its competence.

According to the proposed activation of the plant, new requirements may arise on the part of the Montevideo City Hall, as well as additional national authorizations.

Unit:

GENERAL SECRETARY

Resolution No.:::

2372/22

File No.:

2022-2508-98-000013

Montevideo, June 17, 2022.

IN VIEW OF: Decree No. 38,060 sanctioned by the Departmental Board of Montevideo on June 16, 2022. June 16, 2022 whereby in accordance with Resolution No. 2243/20 of 8/6/22, this Executive is empowered to enter into a commodity Executive to enter into a commodatum contract with the successful bidder of the bidders' process to be held before the process to be held before the First Instance Court of First Instance of Competition of 1st. proceedings "ALENVIDRIO SA y otro - CONCURSO LEY 18387" IUE 2-26654/2020, for a term of up to fifteen (15) years. for a term of up to fifteen (15) years for the use of a property of 29,661 square meters of the real estate registered under registered under No. 418.372 on which the Parque Tecnológico e Industrial del Cerro (PTIC) is located.;

THE MAYOR OF MONTEVIDEO

RESOLVES:

1°. 1. Decree N° 38.060 sanctioned on June 16th, 2022 is hereby promulgated.

2°. Communicate to the Technological and Industrial Park of El Cerro, to the Departmental Board of Montevideo, to the Municipality A, to the Department of Montevideo, to the Municipality A, to the Department of Financial Resources, to the General Accountant's Office, to the Legal Advisory Division, to the Technical Legal Advisory Division, the Technical Teams for Regulatory Updating, Legal Information, the Legal Library and pass it on by order and pass in order to the Office sector for its incorporation into the registry and to the Department of Economic Development to continue with the pertinent procedures.

Electronically signed by MAYOR OF MONTEVIDEO ANA CAROLINA COSSE GARRIDO.

Electronically signed by GENERAL SECRETARY OLGA BEATRIZ OTEGUI PINTOS.

2022-2508-98-000013

17/6/22, 12:03

Impresión de Resolución

JUNTA DEPARTAMENTAL
DE MONTEVIDEO

Exp. N° 2022-98-02-001078

Decreto - N° 38060LA JUNTA DEPARTAMENTAL DE MONTEVIDEODECRETA:

Artículo 1º- Facultar a la Intendencia de Montevideo para celebrar contrato de comodato con quien resulte adjudicatario del proceso del llamado a oferentes a celebrarse ante Juzgado Letrado de Primera Instancia de Concurso de 1er. Turno, en los autos caratulados "ALENVIDRIO SA y otro - CONCURSO LEY 18387" I.U.E. 2-26654/2020, por un plazo de hasta quince (15) años, por el uso de un predio de 29.661 metros cuadrados del inmueble empadronado con el N° 418.372, sobre el que se asienta el Parque Tecnológico e Industrial del Cerro (PTIC).

Artículo 2º- Comunicar.

SALA DE SESIONES DE LA JUNTA DEPARTAMENTAL DE MONTEVIDEO, A LOS DIECISÉIS DÍAS DEL MES DE JUNIO DEL AÑO DOS MIL VEINTIDÓS.

- ☑ Firmado electrónicamente por FERNANDO MARTÍN PEREIRA RIVERO.
- ☑ Firmado electrónicamente por SOFIA XIMENA ESPILLAR CORBALAN.

INTENDENCIA DE MONTEVIDEO
SECRETARÍA GENERAL
DES P
17 JUN 2022
RECIBIDO
CONSTE