

CONCESSION NOTICE No.

FEDERAL HIGHWAY

HIGHWAY SYSTEM BR-163/230 / MT / PA

BR-163 / MT, in the stretch between the junction with the MT-220 Highway (Sinop / MT) and the Mato Grosso and Pará State Border (Guarantã do Norte / MT); BR-163 / PA, in the stretch between the border of the states of Mato Grosso and Pará (Novo Progresso / PA) and the junction with BR-230 / PA (Itaituba / PA); and BR-230 / PA, in the stretch between the junction with BR-163 / PA (Itaituba / PA) and the beginning of the crossing of the Tapajós River (district of Miritituba, Itaituba / PA).

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Part I - Preamble

The Union, through ANTT, makes public, through this Concession Notice No. 02/2021 the privatization conditions, in the form of International Competition, in order to select the best proposal aiming at the celebration of a public service Concession Contract for the Concession exploration. The present privatization will be governed by the rules provided for in this Notice and in its Annexes, and by Law No. 8,987, of February 13, 1995; Law No. 9,074, of July 7, 1995; Law No. 9,491, of September 9, 1997, regulated by Decree No. 2,594, of May 15, 1998; Law No. 10,233, of June 5, 2001; Law No. 13,334, of September 13, 2016; Law No. 13,448, of June 5, 2017; Decree No. 2,444, of December 30, 1997, and; in the alternative, by Law 8,666, of June 21, 1993, and other rules in force on the matter. The Council of the Investment Partnership Program of the Presidency of the Republic gave a favorable opinion on the qualification under the PPI of that Road System, under the terms of CPPI Resolution No. 52, of May 8, 2019. The road system under review was qualified as a priority undertaking in the Investment Partnership Program (PPI) of the Presidency of the Republic and the National Privatization Program (PND), through Decree No. 9,972, of August 14, 2019. A public hearing was held from August 28, 2019 to October 18, 2019, in compliance with ANTT Resolution No. 5,624, of December 21, 2017, with face-to-face sessions on October 1, 2019 in Sinop / MT, in on October 3 in Brasília / DF and on October 10 in Itaituba / PA, informed to the public through publications in the Official Gazette, in a major national newspaper and in newspapers in the states of Mato Grosso and Pará, as well as in the ANTT website [www.antt.gov.br]. The criterion for judging the best economic proposal will be the lowest value of the Basic Toll Tariff to be charged to users of the Highway System, under the terms of item I of article 15, and of article 18-A of Law No. 8,987, of 1995, with wording given by Laws 9,648, of May 27, 1998, and No. 11,196, of November 21, 2005. Proposals and other documents necessary for participation in the Auction will be received between 9 am and 12 pm on July 05, 2021. The proposals opening will be held in public session starting on July 8, 2021 at the headquarters of B3 S.A, Rua XV de Novembro, 275, Centro, São Paulo/SP. The present privatization notice, its annexes, as well as all information, studies and projects available on the Road System can be obtained on the ANTT website, [www.antt.gov.br], focusing on the availability of this information and studies the rules foreseen for this purpose in this Notice.

Part II - Definitions

For the purposes of this Notice, and without prejudice to other definitions established herein, the following definitions apply to the respective expressions:

- (i) Contractor: Winning proponent of the bidding process.
- (ii) AGU: Federal Attorney General.
- (iii) Attachment: each of the documents attached to the Public Notice.
- (iv) Annex to the Draft contract: each of the documents attached to the Draft contract.
- (v) ANTT: National Land Transport Agency.
- (vi) Contribution: financial contribution to be made by the Adjudicator and which must be considered in the Written Economic Proposal.
- (vii) B3 S.A .: B3 S.A.- Brasil, Bolsa, Balcão.
- (viii) BNDES: National Bank for Economic and Social Development.
- (ix) Affiliate: company subject to significant influence by another company. There is significant influence when the power is held or exercised to participate in the financial or operational policy decisions of the investee, without controlling it. Significant influence is assumed when there is ownership of 20% (twenty percent) or more of the investee's voting capital, without controlling it.
- (x) Granting Commission: commission established by ANTT that will be responsible for examining and judging all documents and conducting procedures related to the Auction.
- (xi) Concession: administrative contract to delegate the infrastructure exploration and the provision of the public service for recovery, operation, maintenance, monitoring, conservation, implementation of improvements, capacity expansion and maintenance of the service level of the Road System, under the terms, within the term and conditions set out in the Draft Agreement, including, but not limited to, Annex 2 to the Draft Agreement.
- (xii) Concessionaire: SPE, as defined below, to be constituted in accordance with the laws of the Federative Republic of Brazil, with the sole purpose of exploring the Concession of the Highway System.
- (xiii) Consortium: group of companies jointly and severally liable for the fulfillment of the obligations arising from this bidding process and bound by the Commitment term for the Constitution of a Specific Purpose Company, as per Annex 5.

- (xiv) Contract: Concession contract for the recovery, operation, maintenance, conservation, implementation of improvements and expansion of the Highway System capacity, to be signed between the Union, represented by ANTT, and the Concessionaire, which will be governed by the laws of the Federative Republic of Brazil, whose draft is part of Part VII of this Notice.
- (xv) Subsidiary: any legal entity or investment fund that Control is exercised by another person or investment fund and understood as such the company in which the Parent Company, directly or through other subsidiaries, holds partner rights that assure it, permanently, preponderance in corporate resolutions and the power to elect the majority of the subsidiary's managers, pursuant to art. 243, paragraph 2, of Law 6,404 / 76.
- (xvi) Parent company: any person or investment fund that exercises Control over another person or investment fund.
- (xvii) Control: the power, held by a person or group of persons bound by voting agreement or under common control, of, directly or indirectly, alone or jointly: (i) permanently exercising rights that assure the majority votes in corporate resolutions and elect the majority of the administrators or managers of another person, investment fund or private pension entities, as the case may be; and / or (ii) effectively directing social activities and guiding the functioning of someone else's bodies, investment fund or private pension entity.
- (xviii) Accredited Brokers: brokerage firms qualified to operate at B3 S.A. hired by the proponent, through an intermediation contract, to represent them in all acts related to the Auction with B3 S.A at Rua XV de Novembro, 275, Centro, São Paulo/SP
- (xix) Assumption Date: Assignment signature date and Assets transfer Term (Appendix 1 of the Contract).
- (xx) Date for Receiving Envelopes: between 9am and 12pm of the day 07/09/2021 in which all the documents necessary for their participation in the Auction must be delivered by the proponents , at the headquarters of B3 SA, at Rua XV de Novembro, 275, Centro, São Paulo/SP
- (xxi) DNIT: National Department of Transport Infrastructure.
- (xxii) Qualification Documents: set of documents listed in the Public Notice, to be mandatorily presented by the proponents, intended to prove their legal qualification, tax and labor regularity, technical capacity and economic-financial qualification.

- (xxiii) DOU: Federal Official Gazette.
- (xxiv) Notice: this Concession Notice No. 02/2021 and all its Attachments.
- (xxv) Brazilian Company: a company organized in accordance with Brazilian law and which has its management headquarters in the country.
- (xxvi) EPL: Planning and Logistics Company S.A ..
- (xxvii) Financial Resources sources: credit operations and capital contributions to the SPE.
- (xxviii) Bid Guarantee: the compliance guarantee with the bid to be submitted by the proponent, under the terms of this Notice.
- (xxix) Contract Performance Guarantee: the guarantee of the faithful fulfillment of the Contract obligations, to be maintained by the Concessionaire in favor of ANTT, in the amounts and under the terms defined in the Draft Contract.
- (xxx) IBGE: Brazilian Institute of Geography and Statistics.
- (xxxi) IPCA: Extended National Consumer Price Index released by IBGE.
- (xxxii) Auction: procedures set performed for the privatization and contracting of the Concession.
- (xxxiii) Auction Procedures Manual: document in Annex 18, part of this Notice, prepared by B3 S.A. and approved by ANTT, which contains guidelines, rules and models of documents for the Auction procedures.
- (xxxiv) MInfra: Ministry of Infrastructure.
- (xxxv) Draft Agreement: Draft Concession Agreement, which is part of Part VII of the Notice.
- (xxxvi) Related Parties: any Controlling, Affiliate or Controlled person, as well as those considered by current accounting standards.
- (xxxvii) PER: Highway Exploration Program contained in Annex 2 of the Contract, which covers all conditions, goals, criteria, requirements, mandatory interventions and minimum specifications that determine the Concessionaire's obligations.
- (xxxviii) Electronic Petitioning: instrument intended for users external to ANTT for the purpose of petitioning and signing documents in electronic processes instructed in a specific system, whose instructions for enabling, accessing and using them are available on the ANTT website [www.antt.gov.br].
- (xxxix) Operational Transition Plan: planning the activities necessary to ensure the effective transition of operations, the minimum content of which is set out in Annex 17.
- (xl) Granting Authority: the Union, under the terms of Law No. 8,987, of February 13, 1995, or an entity designated by it.

- (xli) Concession Term: term of 10 (ten) years, counted from the Assumption Date.
- (xlii) PREVIC: National Superintendence of Supplementary Pension.
- (xlili) Qualified Professional: a professional, with a higher level, to be technically responsible for the services provision related to the Concession object of the Auction.
- (xliv) Proponent: any legal entity, investment fund, private pension entity or Consortium participating in the Auction.
- (xlv) Written Economic Proposal: document containing the Toll Price offered by the proponent in the Auction.
- (xlvi) Extraordinary Revenue: any complementary, alternative ancillary and associated project revenues, characterized by sources that do not come from toll collection and financial investments.
- (xlvii) Tariff Revenue: revenue from the collection of toll fees, as provided for in the Contract.
- (xlviii) Accredited Representatives: persons authorized to represent the proponents in all documents related to the Auction, except in the acts performed with B3 S.A ..
- (xlix) Public Auction Session: public session starting at on July 08, 2021, at 2pm for opening the envelope of the Written Economic Proposal delivered by the proponents.

- (I) Highway System: Concession for the BR-163/230 / MT / PA Highway System, Described in item 1.2 of this Notice and detailed in Annex 2 of the draft Contract, including all its elements forming part of the right-of-way, in addition to accesses and loops, buildings and land, central, lateral, marginal or local lanes, connected directly or by interconnection devices with the highway, coasting, special works of art and any other elements that are within the limits of the domain range, as well as the areas occupied with operational and administrative facilities related to the Concession.

- (li) SPE: special purpose company, to be constituted by the proponent Auction winning , in the form of a joint stock company, which will enter into the Contract with the Union, represented by ANTT.

- (lii) SUSEP: Superintendence of Private Insurance.

- (liii) Basic Toll Tariff: value expressed in 5 (five) decimal places, corresponding to the basic tariff value for category 1 vehicles (single and two-axle vehicle), bidirectional, and

which cannot exceed R\$ 0.08970 / km (eight thousand nine hundred and seventy hundredths of a thousandth of reais per kilometer), referenced to July 2019, subject to the adjustments and revisions provided for in the Contract.

- (liv) Toll fee: current tariff to be paid by the users of the Highway System, in the form of the Contract, in the toll plazas indicated in Annex 2 of the Contract.
- (lv) Homogeneous Section: segment of the Highway System defined in Annex 2 to the Contract, whose characteristics are considered homogeneous for purposes of analyzing road capacity.
- (lvi) Toll Fare Amount: amount offered by the proponent corresponding to the discount applicable to the Basic Toll Fare, pursuant to art. 15, item I, of Federal Law No. 8,987 / 1995, expressed in 5 (five) decimal places. Except when the context does not allow such an interpretation, the definitions of the Notice will also be applied in its singular and plural forms.

Part III - The Object

1 - Notice object

1.1 The purpose of this Auction is the Concession for the exploitation of the infrastructure and the provision of the public service for recovery, operation, maintenance, monitoring, conservation, implementation of improvements and expansion of the Road System capacity, under the terms, time and conditions established in the Draft Contract and in the Annexes of the Public Notice and the Contract.

1.2 The object of the bid is the concession of the BR-163/230 / MT / PA Highway System Concession, consisting of the stretches of BR-163 / MT, in the stretch between the junction with the MT-220 Highway (Sinop / MT) and the currency of the states of Mato Grosso and Pará (Guarantã do Norte / MT); BR-163 / PA, in the stretch between the border of the states of Mato Grosso and Pará (Novo Progresso / PA) and the junction with BR-230 / PA (Itaituba / PA); and BR-230 / PA, in the stretch between the junction with BR-163 / PA (Itaituba / PA) and the beginning of the crossing of the Tapajós River (Miritituba district, Itaituba / PA), described in Annex 2 of the Draft Contract.

- 1.3 The maximum Basic Toll Rate to be considered for the preparation of the Written Economic Proposal is R\$ 0.08560/ km (five hundred and sixty hundredths of a thousandth of a dollar), referenced to July 2019.
- 1.4 All the values present in the Public Notice and its Attachments are referenced to July 2019, unless stated otherwise.
- 1.5 All the values present in the Public Notice and its Attachments are referenced to July 2019.

Part IV - Access to Road System and Auction Information

2 - Acquisition and Consultation of the Public Notice and Access to Information

- 2.1 The Public Notice and its annexes may be obtained on the ANTT website [www.antt.gov.br], with the rules foreseen for this purpose in the provision of this information.
- 2.2 The studies provision, projects and / or other technical documents referring to the Highway System will be carried out on the ANTT website or by means of Electronic Petition, without prejudice to the complementary edition access guidelines to be edited by ANTT.
- 2.3 ANTT will not be responsible for the Public Notice or its Attachments or other information and studies available on the Road System, which have been obtained or known in a manner or in a place other than that specified in this Public Notice.
- 2.4 Obtaining the Invitation to Bid or the proof of such obtaining will not be a condition for the Auction participation, and it is essential for both the knowledge and acceptance, by the proponent, of all its terms and conditions.
- 2.5 The proponents are responsible for the direct conditions analysis of the Highway System and of all data and information on the Concession operation.
- 2.5.1 The information, studies, research, investigations, surveys, projects, spreadsheets and other documents or data, related to the Highway System and its exploitation, made available by ANTT, were made and obtained for the exclusive purposes of pricing the Concession, not presenting, before the potential proponents, any binding character or any effect from the point of view of the Granting Authority's liability to the proponents or to the future Concessionaire.
- 2.6 Interested parts are responsible for examining all instructions, conditions, requirements, laws, decrees, standards, specifications and regulations applicable to the Concession Auction, as well as for direct analysis of the Highway System conditions and all data and information of the Concession exploration.

2.7 The proponents will bear their respective costs and expenses that they incur to carry out studies, investigations, surveys, projects and investments, related to the Auction or the contracting process.

2.8 In compliance with the provisions of items 2.5 to 2.7, the proponents may inspect the Road System object of the bidding, in technical visits previously scheduled with DNIT.

2.8.1 Technical visits must be made after the publication date of this Notice until the date established in the schedule for receiving the documentation provided for in sub-item 6.1.

2.9 The documentation provided by ANTT exclusively to Proponents may not be reproduced, disclosed or used, in whole or in part, for any purpose other than those expressed in the Notice.

2.10 In case of divergence between the Portuguese and English versions of the documents related to the Concession, the Portuguese version will prevail.

3- Requests for Clarifications

3.1 If any interested part needs further clarifications, they should request them from ANTT within the period indicated in item 13.1 of this Notice, by email to the address edital022021@antt.gov.br, containing a file, in “.doc” or “.docx”, with the questions formulated according to the model included in Annex 1.

3.2 ANTT will not answer questions that have been formulated in non-compliance with the previous sub-item provisions.

3.3 ANTT's responses to said additional clarifications will be posted on the website [www.antt.gov.br], without identifying the source of the question.

3.4 All ANTT responses to requests for clarification made pursuant to this item will be included in the draft, which will form an integral part of this Notice, and will be made available within the period provided for in item 13.1 of this Notice, or, in the change event of submission proposals date, within a minimum period of 10 (ten) business days before the date set for delivery of the Auction documents.

4 - Challenges to the Notice

4.1 Under penalty of the right lapse, any Auction objection Notice must be filed up to 5 (five) business days before the date of the start of the Public Auction Session.

4.2 Challenges to the Invitation to Bid must be addressed to the President of the Granting Committee and filed by means of Electronic Petition, within the term mentioned in the previous sub-item and observing the legal conditions.

4.3 The impugnation made in time will not prevent the interested party from participating in the Auction until the decision of the Granting Committee.

4.4 ANTT will analyze and respond to objections presented within 3 (three) business days from its protocol, as provided in art. 41 of Law No. 8,666 / 1993.

Part V - Auction Regulation

5- Participation conditions

5.1 The Auctioneers may participate in the Auction, individually or in Consortium, according to the terms of this Notice:

- I. Brazilian or foreign legal entities;
- II. Supplementary pension entities; and
- III. Investment funds.

5.2 The following will not be able to participate in the Auction, either alone or in a Consortium, according to the terms of this Notice:

- I. legal person declared untrue by an act of the Public Power;
- II. Legal entity prevented or suspended from participating in bidding or contracting with the Administration;
- III. Legal person that has been sentenced, by final sentence, to the interdiction penalty of rights due to the practice of environmental crimes, as disciplined in art. 10 of Law No. 9,605 / 98;
- IV. legal person whose manager (s) or technically responsible person (s) is or has been occupying a position or employment at ANTT, BNDES, EPL or MInfra, or occupant (s) of management position, superior advisory or intermediate assistance of the Union, in the last 180 (one hundred and eighty) days prior to the date of publication of the Notice.
- V. legal person whose manager falls under any of the hypotheses provided for in paragraph and item I of art. 1 of Complementary Law No. 64, of May 18, 1990, except in the crimes cases of private criminal action, culprits or those defined by law as having less offensive potential; or
- Vi. Legal person whose manager has been convicted of administrative impropriety.

5.3 Participation in the Auction implies the full and unconditional acceptance of all terms, provisions and conditions of the Public Notice, the Attachments to the Public Notice, the Procedures Manual, the Draft Contract and the Annexes to the Draft Contract, as well as the other applicable rules to the Auction.

5.4 In case of conflict, the terms, provisions and conditions of the Public Notice, prevail over the provisions of the Annexes to the Public Notice.

5.5 If the proponent is a foreign company, the following rules must be observed, without prejudice to others existing in the rest of the Notice:

I. Applicants from foreign legal entities must present, both for isolated participation and in a Consortium, the documents equivalent to the documents for the qualification, authenticated by the Brazilian consular authority of their origin country and translated by a sworn translator.

- a. Foreign companies from Signatory States to the Convention on the Requirement elimination to Legalize Foreign Public Documents, promulgated in Brazil through Decree No. 8,660 / 16, may replace the need for authentication by the respective consulate, referred to in item I above, by affixing the handout referred to in the said Convention, when applicable.

B. The documentation and the respective handout must be translated by a sworn translator.

II. Proponents from foreign legal entities must submit a statement in accordance with the model in Annex 15 - Foreign proponent statement charter model, certifying the correlation

between the legal administrative documents and their validity, normally required in bids in Brazil and the correspondents in the country of origin.

III. Equivalent qualification documents must be presented in order to enable analysis of their validity and enforceability.

IV. In the event of the absence of documents equivalent to those requested in this Notice or of the body (s) in the country of origin that authenticates them, the proponent must submit a statement stating this fact, according to the model in Annex 15 - Statement charter model of Proponent Foreign.

- a. If any of the documents required to participate in this Public Notice fits the hypothesis of the previous item, the statement contained in Annex 5, sub-tem 17.3 must be added to the corresponding statement of non-existence of debts of tax and labor nature required.

V. The proponents will respond civilly, administratively and criminally for the veracity of the statements mentioned above.

VI. The legal representative of the Proponents of foreign legal entities is considered to be a person legally accredited and domiciled in Brazil, with express powers, by means of warrant by public or private instrument, to receive summons and respond administratively and judicially in Brazil, as well as to represent them in all the stages of the process, conditions that must be expressly indicated in their legal qualification documents.

- a. The warrant must be issued in the official language of the Proponent's origin country, duly consularized, observing the provisions of item 5.5.I.a, with sworn translation and registered with the Titles and Documents registry.

5.6 The provisions subject of item 5.5.VI.a, which deals with the proponents warrant legal representative in Brazil, specifically for the purposes of participating in the Auction, the sworn registration translation of the other foreign proponents' documents in the Registry of Titles and Documents.

5.7 If the proponent is a Consortium, the following rules must be observed, without prejudice to others existing in the rest of the Notice:

- I. each consortium member must meet individually the requirements related to legal, tax and labor regularity and the economic and financial qualification contained in Annex 5 of the Notice;
- II. The technical qualification requirements must be met by the Consortium, through any of the consortium members alone or by the sum of the technical qualifications presented by the consortium members;
- III. The disqualification and disqualification of any consortium member will result in the automatic disqualification / disqualification of the Consortium;
- IV. There is no limit on the consortium number members for constituting the Consortium;
- V. No proponent may participate in more than one Consortium, even though through its Affiliates, Controlling Companies, Subsidiaries or companies under common control, even with different percentages, under disqualification penalty from the event, regardless of the stage in which it will be revealed;
- VI. If a proponent participates in a Consortium, it, its Related Parts and companies under common control, will be prevented from participating separately in the Auction;
- VII. The inclusion, substitution, withdrawal or exclusion of consortium members will not be allowed until the signing of the Contract, nor will the change in the proportion of consortium members participation;

VIII. in the case of a Consortium made up of Brazilian and foreign companies, the lead company must be a Brazilian company;
IX. Consortium formed exclusively by foreign companies is allowed to participate; and
X. the joint liability of the consortium members will cease, for the purposes of the obligations assumed by the Auction virtue:
a) If the Consortium was the winning proponent, with the signing of the Contract; and
b) In case the Consortium was not the winning proponent, until the Contract was signed by the winner bid.

5.8 In addition to other documents required by the Public Notice, the proponents' participation in a Consortium regime is subject to the presentation of a SPE Constitution commitment, signed by the consortium members, in accordance with Annex 5.

5.9 The acts practice by the proponents' at each Auction stage is subject to estoppel, being prohibited the exercise of faculties referring to stages already completed in the Auction, except in the cases admitted in the Public Notice.

6- Documentation Presentation Form 6.1 The Bid Guarantee, the Written Economic Proposal and the Qualification Documents must be (i) delivered on the Date for Receiving the Envelopes, at B3 SA by a representative of the Accredited Brokers, provided with the documents that prove their powers of representation and (ii) presented in 3 (three) sealed, distinct volumes and identified on its cover, as follows:

VOLUME 1 - PROPOSAL GUARANTEE

CONCESSION NOTICE N ° 02/2021 - CONCESSION OF BR-163/230 / MT / PA SOCIAL

NAME OF THE PROPONENT OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND THEIR LEADER NAME OF THE ACCREDITED BROKERAGE, AS WELL AS

THE NAME, PHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS MEMBER RESPONSIBLE FOR THE AUCTION

NAME, PHONE AND ELECTRONIC ADDRESS (E-MAIL) OF THE ACCREDITED REPRESENTATIVE (S)

VOLUME 1 - PROPOSAL GUARANTEE II.

VOLUME 2 - WRITTEN ECONOMIC PROPOSAL

CONCESSION NOTICE N ° 02/2021 - CONCESSION OF BR-163/230 / MT / PA SOCIAL

NAME OF THE PROPONENT OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND THEIR LEADER NAME OF THE ACCREDITED BROKERAGE, AS WELL AS

THE NAME, PHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS MEMBER RESPONSIBLE FOR THE AUCTION

NAME, PHONE AND ELECTRONIC ADDRESS (E-MAIL) OF THE ACCREDITED REPRESENTATIVE (S)

VOLUME 2 - WRITTEN ECONOMIC PROPOSAL III.

VOLUME 3 - QUALIFICATION DOCUMENTS

CONCESSION NOTICE N ° 02/2021 - CONCESSION OF BR-163/230 / MT / PA SOCIAL

NAME OF THE PROPONENT OR NAME OF THE CONSORTIUM, INDICATING ITS MEMBERS AND THEIR LEADER NAME OF THE ACCREDITED BROKERAGE, AS WELL AS

THE NAME, PHONE AND ELECTRONIC ADDRESS (E-MAIL) OF ITS MEMBER RESPONSIBLE FOR THE AUCTION

NAME, PHONE AND ELECTRONIC ADDRESS (E-MAIL) OF THE ACCREDITED REPRESENTATIVE (S)

VOLUME 3 - QUALIFICATION DOCUMENTS

6.2 Each of the volumes of the Bid Guarantee, the Written Economic Proposal and the Qualification Documents must be presented separately, with all pages numbered sequentially, including the separation pages, catalogs, drawings or similar, if any, regardless of the composition of each volume for more than one notebook, from the first to the last page, so that the last page numbering of the last notebook reflects the total number of pages in each volume, with no amendments, erasures, lines or reservations allowed.

6.2.1 The numbered pages will be those with content.

6.3 Each volume will contain a page with its own closing term, which will not be numbered.

6.4 Each of the volumes of the Bid Guarantee, the Written Economic Proposal and the Qualification Documents must be presented in electronic form, with content identical to the volumes presented in physical form.

6.5 If there is a discrepancy between the information presented in physical and electronic media, the information provided in physical media will prevail.

6.5.1 In the event of divergence between numbers and their full expression, the full form will prevail.

6.6 All pages of the Proposal Guarantee, Written Economic Proposal and Qualification Documents must be initialed by one of their Accredited Representatives.

6.7 One of the Accredited Representatives must initial on the seal of each of the envelopes containing the volumes indicated in sub-item 6.1, inserting the date and time next to the item, in his own hand.

6.8 Except when expressly authorized in this Public Notice, the documents must be presented in accordance with the models contained in the Public Notice, when applicable.

6.9 Eventual delivery failures or formal defects in the documents that are part of the Bid Guarantee, the Written Economic Proposal and the Qualification Documents may be remedied in accordance with the terms of sub-item 12.2, II, within a period established by the Award Committee.

6.10 Documents must be presented in clear language, without amendments, erasures, between lines or reservations, and must observe the following rules regarding the language:

- I. all documents related to the Auction must be presented in Portuguese and all documentation will be understood and interpreted according to that language; and
- II. In the case of documents in a foreign language, their translations into Portuguese will only be considered when made by a sworn public translator and with the confirmation of authenticity issued by the diplomatic or consular representation of Brazil in the origin country of the document.

6.10.1 The Auction documents delivery by post or any other means not provided for in this item 6 will not be allowed.

6.11 The proponents will bear all costs related to the preparation and presentation of the volumes of the Proposal Guarantee, the Written Economic Proposal and the Qualification Documents, and ANTT is not responsible, under any circumstances, for such costs, **whatever the procedures followed in the Auction or its results.**

6.12 The obligation to recognize signatures in statements and authentication of documents required from proponents is waived, in compliance with Law No. 13,725, of October 8, 2018.

7- Proposal Guarantee

7.1 The Proposal Guarantee must be made in the minimum amount of R\$ 25.250.000,00 (vinte e cinco milhões e duzentos e cinquenta mil reais) referenced to July 2019, and may be provided in cash, government bonds, surety bonds or bank guarantees.

7.2 The Bid Guarantee must be valid for at least 1 (one) year from the receipt date of the envelopes, and must have extended its validity period for a period of 1 (one) year, at least 15 (fifteen) days before expiration, at the expense of the proponents themselves, if it expires before the date of the Contract signature, under penalty of disqualification from this Auction, if so requested by the Award Committee and the proponents' interest in remaining in the bidding process.

7.2.1 In the case of renewal, the Bid Guarantee will be adjusted by the variation of the IPCA, released by IBGE, for the period between May 2019 and two months before the renewal of the Bid Guarantee.

7.2.2 The maintenance of the proponents' qualification conditions is subject to the regular renewal of the respective Bid Guarantee, under the terms provided for in sub-item 7.2.

7.3 B3 S.A. will assist the Granting Committee in the regularity analysis and effectiveness of the Bid Guarantees presented in accordance with the Auction Procedures Manual, the result of which will be communicated on the date provided for in this Notice.

7.4 The proponents must also observe the following conditions when offering the Bid Security:

- I. the Proposal Guarantees presented in the insurance-guarantee and bank guarantee modalities must present the minimum content or follow the model contained, respectively, in Annexes 2 and 3, in their original form (copies of any kind will not be accepted, however presentation of the digital guarantee insurance-guarantee policies certified by SUSEP) and must have their value expressed in reais, the administrator's signature of the issuing company, and can be signed with digital certification in the case of a policy issued in this way, observing the registration of the insurance companies as established in the Auction Procedures Manual;
- II. in the event that the Proposal Guarantee is provided in public debt securities, only National Treasury Bills - LTN, Financial Treasury Bills - LFT, National Treasury Bills - series C - NTN-C, Notes will be accepted National Treasury - series B principal - NTN-B Principal or National Treasury Notes - series F - NTN-F;
- III. In the case of a cash guarantee, the deposit must be made at Caixa Econômica Federal, defined by the proponent, in the Auction Procedures Manual form and applicable legislation;
- IV. The Bid Guarantee must be accompanied by an introduction charter as per the model in the Auction Procedures Manual, signed by the Accredited Broker;
- V. if the proponent participates in isolation, the Bid Security must be submitted in its own name;
- VI. if the proponent is a Consortium, the Bid Guarantee must be submitted on behalf of one or more consortium members and must expressly indicate the name of the Consortium and all consortium members with their respective percentage stakes, regardless of whether the Bid Security has been provided by one or more consortium members. In this case, it is still permissible to contribute the total amount due, segregated between the consortium members, who may choose one of the guarantee modalities, without prejudice to the choice, by the other consortium members, of a different modality;

VII. The proponent must present the Accredited Intermediary proponent and Participant Contract, according to the Auction Procedures Manual model (Annex 18), duly signed by the Accredited Broker;

VIII. The proponent must present the representation documents and the statement of independent preparation of the Written Economic Proposal, according to the model in Annex 14, duly signed by the Accredited Representative.

7.5 In the event that the Proposal Guarantee is provided by means of public debt securities, the economic value, as defined by the Ministry of Economy and determined by B3 SA, will be considered for the purposes of calculating the minimum amount.

7.6 The volume of the Bid Security must contain, as the case may be:

- I. the documents representing the transfer of public securities in guarantee to ANTT, in the form of the Auction Procedures Manual and applicable legislation;
- II. the bank guarantee instrument;
- III. the guarantee insurance policy; or
- IV. proof of deposit in reais under sub-item 7.4, III.

7.7 Proponents who do not submit Bid Security under the conditions set out in this Notice and in the Auction Procedures Manual will be prevented from participating in the Auction and will have the remaining documents returned.

7.8 The Bid Guarantee will be returned, within 15 (fifteen) days, to the proponent:

- I. that has been declared the winner, after the date of signing the Contract;
- II. that has not been declared a winner after the date of signing the Agreement;
- III. to give up participating in the bidding one year after the opening of the bidding procedure, as of the communication of the withdrawal;
- IV. in the case of a deserted lot and disqualification of all proponents, after the administrative decision; or
- V. in case of revocation, suspension or annulment of the bidding procedure, after the publication of the respective administrative or judicial decision.

7.9 The Bid Guarantee may be executed in the event of total or partial default, by the proponents, of the obligations assumed by them due to their participation in the Auction, upon notification, by ANTT, to the defaulting proponents, ensuring the right to the adversary and broad defense, without prejudice to the other penalties provided for in the Public Notice or in the Legislation, including, but not limited to the following hypotheses:

I. presentation, by the winning proponent, of the Qualification Documents in non-compliance with that established by the Public Notice, except for the provisions of sub-item 6.9;

II. Presentation, by the winning proponent, of a Written Economic Proposal that does not meet all the requirements established in the applicable legislation and in the Public Notice;

III. Non-fulfillment by the bylaws e of the obligations prior to the Contract execution;

IV. The Contractor's refusal to enter into the Contract;

V. Practice, by the proponent, of acts aimed at frustrating the Auction's objectives;

VI. Fines coverage, penalties and indemnities eventually due by ANTT proponents, due to their participation in the Auction, from the submission date of the Bid Guarantee until the term provided in sub-item 7.8, without prejudice to the application of other penalties and residual liability for the value that goes beyond the Proposal Guarantee; and

VII. Withdrawal of the proposal by the proponent within one year from the bidding procedure opening.

7.10 The Bid Guarantee may not contain a clause excluding any liabilities contracted by the guarantor in relation to participation in the Auction, subject to any exceptions provided for in SUSEP's normative acts, in the case of guarantee insurance.

7.11 Any terms modification and conditions of the Proposal Guarantee submitted to ANTT is prohibited, except with the express and prior consent of the latter at the time of its renewal or to restore its economic value and feasibility conditions.

7.12 The amount referred to in sub-item 7.1 will be updated by the IPCA, based on its variation between May 2019 and two months before the month foreseen in the schedule for the Receipt date of Envelopes, and informed by the Granting Commission on the ANTT website.

8 - Support

8.1 The Written Economic Proposal must consider the Contributions and obligations referred to in this item.

8.2 Before signing the Contract, the Contractor must prove to ANTT:

(i) The initial subscription of the SPE share capital, composed of mandatory share capital, in the minimum amount of R\$ 345.500.000,00 (three hundred and forty-five million and five hundred thousand reais); and

(ii) Payment in national currency of mandatory share capital, in the minimum amount of R\$ 345.500.000,00 (three hundred and forty-five million and five hundred thousand reais).

8.3 The amounts referred to in item 8 may be reduced by the amounts indicated in the table below, adjusted for the discount applied, for each day, and for each 1 (one) kilometer stretch with initial works accepted by ANTT, in which the toll plazas operate within one year from the Assumption Date.

TCP R \$ per km of initial work accepted by ANTT

P1 R \$ 987 * (1-discount)

P2 R \$ 906 * (1-discount)

P3 R \$ 929 * (1-discount)

8.3.1 In the event of sub-item 8.3, the authorizing act relating to the opening of the toll plazas will also provide for the reduction of said amounts.

8.4 Until the end of the second year of the Concession, the minimum share capital must follow the values foreseen in the table below, which can be maintained, reduced or increased, based on the discount applied and the net borrowing of third parties by the **Concessionaire**.

third part capital net funding (in millions of Reais R\$) equal to or greater than					
Discount	345	300	250	150	0
0 ≤ Discount < 5%	152	197	247	347	497
5% ≤ Discount < 10%	159	204	254	354	504
10% ≤ Discount < 20%	176	221	271	371	521
20% ≤ Discount < 30%	194	239	289	389	539
30% ≤ Discount	215	260	310	410	560

8.4.1 Net funding from third parties is considered to be the difference between (i) the financial resources transferred to the Concessionaire arising from credit opening contracts, debentures issuance, promissory notes, etc., established by the Concessionaire with a part not related to its economic group, with a term of more than 1 year; and (ii) Payments made as interest, amortization and charges for debts or loans assumed by the Concessionaire.

8.4 All amounts referred to in item 8 will be updated by the IPCA, based on their variation between May 2019 and two months before the month of the effective Supporters.

9- Proponents and statements representatives

9.1 Accredited Representatives

9.1.1 Each proponent may have up to 2 (two) Accredited Representatives.

9.1.2 The Proposal Guarantee volume must contain the following documents to prove the representation power of the Accredited Representatives:

I. in the case of Brazilian companies, a warrant that proves the power to perform, on behalf of the proponent, all acts related to the Auction, in the model form set out in Annex 12, accompanied by the documents that prove the powers of the grantor (s) (s) - according to the last change filed in the business register or competent registry office;

II. in the case of a Consortium, the warrant mentioned above must be granted by the leading company, and will be accompanied by (i) indication of the leading company as responsible for the acts performed by the Consortium before ANTT, (ii) warrant granted by the consortium members to the leading company , also along the lines of Annex 12, (iii) Documents that prove the powers of all grantors (according to the last alterations filed in the corporate registries or competent notaries), and (iv) SPE Constitution Commitment, subscribed by the consortium members, along the lines of Annex 5; and,

III. in the case of a foreign company, a warrant granted to a legal representative resident and domiciled in Brazil, which proves powers to perform, on behalf of the proponent, all acts

related to the Auction, with express powers to receive a summons, to represent the proponent administratively and judicially, as well as making agreements and waiving rights and, if applicable, substituting the appropriate powers for the Accredited Representative (s), according to the model in Annex 13. It must be accompanied by documents that prove the powers of the grantors, with the signature (s) duly recognized as true by a notary or other entity, in accordance with the legislation applicable to the documents, which must be recognized by the Brazilian consular representation of the origin country, translated into Portuguese by a sworn public translator and registered in the Registry of Titles and Documents (according to the last change filed in the business register, registry with competent or equivalent requirement of the origin country).

9.1.3 Accredited Representatives will not be admitted to intervene or practice acts during the Public Auction Session, considering that exclusively Accredited Brokers will exercise such representation.

9.1.4 The Accredited Representatives must sign all the statements and documents referred to in this Notice, including the intermediation agreement between the Accredited Broker and the Proponent.

9.1.5 Each Accredited Representative may only represent a single Proponent.

9.2 Accredited Brokers

9.2.1 The intermediation contract between the Accredited Broker and the proponent, which will have the minimum content specified in the Auction Procedures Manual (Annex 18), must have a copy presented together with the documents referred to in sub-item 9.1.2, accompanied by the corporate act and / or warrant proving the people powers who signed such a contract.

9.2.2 The Accredited Brokers must represent the proponents with B3 SA, in the delivery of all documents required in this Notice - especially the volumes of the Bid Guarantee, the Written Economic Proposal and the Qualification Documents, and in the acts of the Public Session of the Auction.

9.2.3 Each Accredited Broker may only represent a single proponent and each Proponent may only be represented and participate in the Auction through a single Accredited Broker.

10 - Written Economic Proposals

10.1 The Written Economic Proposal volume must contain the Written Economic Proposal charter presentation, duly signed, according to the model in Annex 4 and the documents indicated in this item 10.

10.2 In its Written Economic Proposal, the proponent must propose the Toll Fee, as provided for in this Notice.

10.3 The Written Economic Proposal must consider the following premises:

- I. all investments, taxes, costs and expenses, including, but not limited to financial, necessary for Concession exploration, as provided for in the Contract, PER and other Annexes to the bidding Protocol and Contract, disregarding any tax benefit, except indicated in item VII below;
- II. the rate incident of 5% (five percent) on the annual toll revenue and on the extraordinary annual revenue, referring to the Tax on Services of Any Nature - ISSQN for all municipalities;
- III. the risks to be assumed by the Concessionaire due to the Concession exploration, described in the Notice and in the Draft Contract, as well as in the applicable legislation;
- IV. revenues from the receipt of the Toll Tariff;
- V. the Concession Term, which will be 10 (ten) years;
- VI. all expected investments are fully depreciated and amortized over the Concession term; and
- VII. the investments value provided in the PER will be subject to a discount from the tax benefits of REIDI - Special Incentive Scheme for Infrastructure Development, in accordance with the relevant legislation, from the moment of the initial qualification in the regime until the end of the Concession Term.

VIII. the commitments assumed in terms of contributions, according to item 8 of this Notice.

10.4 The Written Economic Proposal must be valid for 1 (one) year, counted from the Receiving date of the Envelopes, and in this period, all its conditions must be maintained. The Granting Committee, at its discretion, may request the proponents to extend the validity of the Written Economic Proposal in the event that the bidding lasts for more than one year.

10.5 Written Economic Proposals will be unconditional, irreversible and irrevocable.

11- Qualifying Documents

11.1 The Qualification Documents volume must contain the documents indicated in Annex 5.

12 - Award Committee

12.1 The Auction will be judged by the Granting Committee, and it will be responsible for conducting the works necessary for the Auction.

12.1.1 The Granting Committee may request assistance from AGU, MInfra, the Ministry of Economy, BNDES, EPL and B3 S.A., as well as from other ANTT members who are not part of the Granting Committee.

12.2 In addition to the prerogatives that implicitly derive from its legal function, the Granting Committee may:

- I. ask the proponents, at any time, for clarification on the documents they have submitted;
- II. adopt criteria for remedying formal failures and supplementing shortcomings in the Auction course;

- III. promote diligence aimed at clarifying or complementing the Auction instruction, the subsequent inclusion of documents or information that should originally have been included in the documents submitted by the proponent, being prohibited, observing the provisions of sub-item 10.4;
- IV. extend the deadlines referred to in the Notice, in the event of public interest, unforeseeable circumstances or force majeure; and
- V. in the event of a change that unequivocally affects the preparation of the Written Economic Proposals, change: (i) the date initially scheduled of the Bid Guarantee delivery, the Written Economic Proposal and the Qualification Documents, and; (ii) the date initially foreseen for opening the envelopes and judging the proposals, respecting the minimum period provided for in the applicable legislation.

12.3 Any alteration in the Public Notice will be communicated in the DOU and in the other means used to make the documentation available.

12.4 Unjustified refusal to provide clarifications and documents and to comply with the requirements requested by the Award Committee, within the deadlines determined by it and in accordance with the terms of this Notice, may result in the proponents' disqualification without prejudice to the provisions of sub-item 7.9 .

13- Envelopes receipt and Public Auction Session

13.1 The envelopes receipt and the Public Auction Session will follow the order of events and schedule indicated in the table below:

Events	Event description	Date
1	Public Notice publication - Portuguese version	03/31/2021
2	Auction Procedures Manual publication	04/16/2021
3	Public Notice publication- English version	04/16/2021
4	Deadline for requesting clarification from the Public Notice	From 03/31/2021 Until 6 pm on 04/30/2021
5	Clarifications response and updating the Proposal Guarantee amount	05/31/2021

6	Final term of the deadline for challenging the Notice	06/28/2021
7	Receipt, by B3 S.A. and by the Granting Committee, of all copies of the volumes related to: (i) Bid Security; (ii) Written Economic Proposal; and (iii) Qualification Documents.	Receiving Envelopes date 07/05/2021 From 9 am to 12 pm
8	Publication, on the website www.antt.gov.br, of the Proposed Guarantees not accepted and their motivation	07/07/2021 From 5pm
9	Public Auction Session to be held at B3 S.A .. Opening of Written Economic Proposals for Proposers whose Bid Warranties have been accepted	Public Auction Session 07/08/2021 Starting 2 am
10	Publication about classification of Written Economic Proposals on the website www.antt.gov.br.	07/08/2021
11	Volume opening of the proponents' Qualification Documents ranked first.	07/08/2021 at the end of the Public Auction Session
12	Auction Judgment Draft publication, running from that date the deadline for viewing and filing any appeals regarding the Granting Committee decision.	07/16/2021
13	Term completion for views and lodging of appeals about the Auction Judgment Draft.	07/23/2021
14	Opening of a period for challenging appeals.	07/26/2021
15	Deadline completion for challenging the appeals.	07/30/2021
16	Appeal judgment publication.	08/06/2021
17	Auction Result approval by the ANTT Board	08/17/2021
18	Evidence of compliance, by the winning proponent, with the conditions prior to signing the Concession Contract, as indicated in sub-item 16.3.	Between 08/18/2021 and 09/15/2021
19	Grantor Act publication.	10/19/2021
20	Concession Contract signature.	10/20/2021

13.2 Classified proponents will be those whose Written Economic Proposals meet all the requirements established in the applicable legislation and in the Public Notice.

13.2.1 If it is found, prior to opening the envelopes with the Written Economic Proposal, that the Bid Guarantee does not meet the minimum values required in the Notice, the proponent will be disqualified and its Written Economic Proposal will be discarded by the Award Committee.

13.2.2 In the event of the hypothesis provided for in item 13.2.1, the disclosure of the discarded Written Economic Proposals will be made in the same form and the disclosure term of the Proposed Guarantees not accepted, without prejudice to the application of the penalties provided for in this Notice.

13.2.3 The Granting Committee will disqualify the proponent whose Written Economic Proposal does not meet all the requirements established in the applicable legislation and in the

Public Notice and, also, the one whose offer is subject to the condition or term not provided for in this Public Notice.

13.3 Once the Public Auction Session has started, the Written Economic Proposals will be opened.

13.3.1 The proposals classification will take place in ascending order of value; therefore, the first place will be the Written Economic Proposal with the lowest Toll Rate.

13.4 If there is a tie in the verification stage of the Toll Fare Value offers, the following tiebreaker criteria will apply:

13.4.1 If the tie occurs between Brazilian and foreign proponents, Brazilian ones will be preferred.

13.4.2 If the tie occurs between Brazilian proponents or between foreign proponents, the classification will be made by lot, with the first proponent drawn being considered the first placed.

14- Qualification Documents analysis

14.1 The Awarding Committee will open the Qualification Documents volume only to the proponent who ranks first in the Public Auction Session.

14.2 In the event of the proponent disqualification declared the winner, without prejudice to the adversary and the broad defense, the proponent classified in second place will be declared the winner of the Auction.

14.3 The proponent disqualification that has been considered a winner will imply:

14.3.1 in the proponent opening Qualification Documents that has been classified in second place, under the terms of sub-item 14.2, and so on until a proponent complies with the qualification requirements, in which case it will be considered a winner; and

14.3.2 In case of fraud, in setting a fine equivalent to the value of the Bid Guarantee and in the full execution of its Bid Guarantee.

14.4 The disqualification of all proponents makes the Auction void.

15 - Administrative Resources

15.1 Proponents who participate in the Auction may appeal against the decision on the Written Economic Proposal classification and the analysis of the Qualifying Documents of the winning proponent.

15.1.1 The appeal must be filed within 5 (five) business days from the publication of the decision, as determined in sub-item 13.1 above.

15.1.2 The appeal filed will be communicated to the other proponents, who can challenge it within 5 (five) business days.

15.1.3 Appeals and appeals against appeals must be addressed to the ANTT Directors Board, through the President of the Granting Committee, who may reconsider their decision within 5 (five) business days or forward them to the competent authority.

15.2 Appeals will only be admitted when subscribed by legal representative (s), Accredited Representatives, attorney-in-fact with specific powers or person undersigned in such specific powers, provided they are instructed to demonstrate their powers, and must be filed by Electronic Petition, identified as Follow:

ADMINISTRATIVE APPEAL CONCESSION NOTICE No. [●] / [●] - CONCESSION OF BR-163/230 / MT / PA

Award Committee

15.3 Once the judgment of any appeals is concluded, the result will be published on the ANTT website and published in the DOU.

16- Homologation, Award and Contract Signature

16.1 The Auction result will be submitted by the Granting Committee to the ANTT Directors Boards for approval and subsequent issuance of the Granting Act.

16.2 The winning proponent will be announced by means of a notice to be published in the DOU and on the ANTT website, [www.antt.gov.br].

16.3 Within 20 (twenty) working days after the homologation publication act, as a condition for signing the Contract, the Contractor must submit to ANTT:

- I. Contract Performance Guarantee, pursuant to Clause 10 of the Contract Draft;
- II. Incorporation proof of the SPE, with the corresponding certificate from the competent business registry, as well as the respective registration proof with the National Register of Legal Entities or, in the case of individual Proponent, constitution proof of a wholly-owned subsidiary or holding company in the form of a company by actions;
- III. Draft of the SPE's bylaws, which should not contain provisions that are contrary to this Notice and the draft of the Contract and its respective Attachments;
- IV. Subscription proof and payment of the SPE mandatory share capital, pursuant to item 8;

V. insurance policies, pursuant to the Contract Draft;

VI. Payment proof of remuneration to B3, corresponding to R\$ 788,994.86 (seven hundred and eighty-eight thousand, nine hundred and ninety-four reais and eighty-six cents), referenced to current values, by the Contractor;

VII. Payment proof of the amounts detailed below to EPL, due to the analysis of the feasibility studies of the Concession object of this Notice, as authorized by article 21 of Law No. 8,987, of February 13, 1995, in a bank account to be previously indicated by said company:

- (a) R\$ 1,179,250.73 (one million, one hundred and seventy-nine thousand, two hundred and fifty reais and seventy-three cents), with base date of July 2019, duly adjusted by the variation of the IPCA calculated in the period between May 2019 and two months before its actual payment for the analysis of the feasibility studies object of this Concession.

VIII. Description of the shareholding and management structure considered for the SPE, containing:

- a) Shares types description;
- b) Identification of shareholders and their respective holdings by share type;
- c) Concessionaire's corporate composition indication, as applicable, and of its Controlling Companies, as defined in the Draft Agreement, up to the individuals levels. If the SPE Parent Company is an investment participation fund, the compliance with this item must consider the existence of majority shareholders, or of an agency and respective members, with the power to influence the fund's bylaws, who hold powers similar to those referred to in Federal Law No. 6,404 / 76, for the purpose of identifying the controller;
- d) SPE shareholders' agreements copy, when applicable;
- e) Main administrators identification, including their respective resumes;
- f) Commitment to corporate governance principles in the management of the SPE, according to specific regulations;
- g) Related Parts identification, as defined in the Draft contract, except for investment funds;

IX. Ratification of the bond between the Qualified Professionals and the proponent, pursuant to item 13 of Annex 5; and

X. duly signed term of integrity, in accordance with Annex 16; and

XI. Operational Transition Plan, provided for in Annex 17.

16.4 At the Contractor's own risk and expense, even before the Contract is signed, ANTT may authorize access to the Road System, as well as information on the Road System for the start of the preparation of its planning.

16.5 In compliance with the requirements contained in sub-item 16.3, the SPE will be called by ANTT to sign the Contract.

16.5.1 After signing the contract, the SPE may carry out necessary interventions to meet the Performance Parameters provided for in the PER and the obligations relating to the initiation of toll collection and the operation.

16.6 The term provided for in sub-item 16.3 and the term for signing the Contract may be extended, for an equal period, if requested during its passage by the winning proponent and provided that it stems from a justified reason and accepted by ANTT.

16.6.1 If the SPE, or any of its shareholders, regularly called upon to sign the Contract, within the validity period of its Written Economic Proposal, refuses to do so, ANTT, without prejudice to the adversary and the broad defense, will apply a fine corresponding to the full value of the Bid Security and will immediately execute the total Bid Security submitted by the winning proponent, however, the SPE or any of its shareholders will not be exempt from the obligation to pay (i) other fines and (ii) indemnification for losses and the Public Administration damages, in case the value of the Proposal Guarantee is not sufficient for the fulfillment of such payments. The same fine will apply if the requirements prior to signing the Contract are not met.

16.6.2 In addition to the previous sub-item provisions, the refusal to sign the Contract, without justification accepted by ANTT, within the established term, will result in the individual Contractor, or, in the case of a Consortium, all temporary consortium members, the temporary suspension of participation in bidding, the impediment to contract with the Administration for a period of 24 (twenty four) months and the statement of unfitness to bid or contract with the Administration, in accordance with the Law.

16.7 If there is a refusal to sign the Contract within the period and under the conditions established, refusal to set up the Contract Performance Guarantee or if any of the preliminary requirements for its signature are not met, ANTT is entitled to call the remaining proponents, in the classification order, to do so under the conditions that were presented by the winning proponent, following the provisions of sub-items 14.2 and 14.3 or to revoke the Auction in whole or in part, without prejudice to the applicable administrative and civil sanctions.

16.8 Without prejudice to the provisions of the sub-item above, the Auction may only be revoked by ANTT's Directors Boards, following a proposal by the Granting Committee, for reasons of public interest arising from a duly proven, pertinent and sufficient supervening fact to justify such revocation.

16.9 ANTT's Executive Officers Board, or at the third parties provocation, must cancel the Auction if there is any illegality that cannot be remedied.

16.10 The nullity of the Auction implies the nullity of the Contract, generating no obligation to indemnify the Concession Grantor, if it occurs prior to the Assumption Date.

16.11 ANTT may, at any time, postpone the Auction stages, under the terms of the applicable legislation, without the proponent being entitled to indemnification or reimbursement of costs and expenses in any capacity.

16.12 In the event that ANTT becomes aware, after the Qualification phase, that any Qualification Document submitted by a proponent was false or invalid at the submission time of the Qualification Documents, it may disqualify it, without it falling within its right to indemnity or reimbursement of expenses in any capacity, without prejudice to indemnity to the Granting Authority and the application of applicable penalties.

16.13 The Proponent undertakes to communicate to ANTT, at any time, any supervening fact or circumstance that prevents the qualification conditions, immediately after its occurrence.

16.14 Without any additional communication, all volumes of the Bid Guarantees and Qualification Documents that are not withdrawn by the unsuccessful proponents within 30 (thirty) days from the date of signing the Contract will be canceled.

16.15 The Concessionaire will always be bound by the Contract provisions, the Public Notice, the documentation presented by it and the respective contractual documents, as well as the Brazilian legislation and regulations, in everything related to the Concession.

16.16 The Adjudicator may set up a company with an intermediary holding nature that has the status of the sole controller of the SPE that will act as a Concessionaire, provided that the controlling relationship of that company with the Adjudicator and the other provisions of this Notice, including sub-item 5.7, is maintained, and of its attachments, with eventual changes of control in these relationships subject to ANTT's consent under the terms of the Contract.

17 - Forum

17.1 The Forum for the Judicial Section of the Federal District is hereby elected to settle any disputes arising from this Notice.

Part VI - Annexes

The following Annexes are an integral part of the Notice:

- Annex 1: Clarification Request model
- Annex 2: Minimum Guarantee Insurance Terms and Conditions
- Annex 3: Bank Guarantee Model
- Annex 4: Written Economic Proposal charter presentation
- Annex 5: Qualifying Documents
- Annex 6: Introduction charter sample to General Documentation
- Annex 7: Statement charter model of Asset Standing to Article 7, XXXIII, of the Federal Constitution

- Annex 8: Absence statement charter model of Bankruptcy, Concordat, Judicial, Extrajudicial Recovery or Insolvency Regime
- Annex 9: Absence statement charter model of Impediment for Auction Participation
- Annex 10: Financial Capacity charter statement model
- Annex 11: Formal statement model of Express Submission to the Brazilian Legislation and of Waiver of Complaint through Diplomatic channels
- Annex 12: Warrant Model
- Annex 13: Warrant Model (Foreign proponent)
- Appendix 14: Statement model of independent preparation of a Written Economic Proposal
- Annex 15: Statement charter model of Foreign Proponent
- Annex 16: Integrity term
- Annex 17: Operational Transition Plan
- Annex 18: Auction Procedures Manual

Annex 1
Clarification Request model

[location], [month] [day] [year].

National Land Transport Agency (“ANTT”)

SCES Section 3, Lot 10 Polo 8 of the Orla Project

70.200-003 Brasília - DF

Ref .: Concession Notice No. [●] / [●] - Request for Clarifications

Dear Sirs,

[Proponent], by his undersigned legal representative (s), submits the following request for clarification regarding the Public Notice.

Question asked number	Public Notice Item	Clarification requested	Number of the question attributed by ANTT and which will appear in the draft clarification
1	Insert the Notice item to which the requested	Clearly write the desired clarification	Let blank

	clarification refers	request in a question form	
2	Insert the Notice item to which the requested clarification refers	Clearly write the desired clarification request in a question form	Let blank
N	Insert the Notice item to which the requested clarification refers	Clearly write the desired clarification request in a question form	Let blank

Regards,

[Proponent] representatives

Contact: [●]

Phone: [●]

E-mail address: [●]

Annex 2

Minimum Guarantee Insurance Terms and Conditions

1 Policyholder

1.1 Proponent.

2 Insured

2.1 ANTT.

3 Insurance object

3.1 Guarantee the indemnity, in the amount of R\$ [●] ([●]), in the event that the proponent breaches any of its obligations arising from the Law or the Public Notice, including the refusal to sign the Concession Contract, failure to meet the requirements for its signature, under the conditions and deadline established in the Notice, and in any of the cases provided for in sub-item 7.9 of the Notice.

4 Instrument

4.1 Insurance-Guarantee Policy issued by an insurer duly constituted and authorized to operate by SUSEP, observing the terms of SUSEP's normative acts.

5 Warranty Amount

5.1 The Guarantee Insurance Policy shall provide for the indemnity amount of R\$ [●] ([●]).

6 Term

6.1 The Guarantee Insurance Policy must have a minimum term of 1 (one) year from the Date for Receiving the Envelopes, renewable in the cases provided for in the Concession Notice No. [●] / [●].

7 Additional Provisions

7.1 The Guarantee Insurance Policy must contain the following additional provisions:

- (i) Statement by the Insurer that it knows and accepts the terms and conditions of the Concession Notice No. [●] / [●]; and
- (ii) Statement by the Insurer that it will make the payment of the amounts provided for herein within a maximum period of 30 (thirty) days, counted from the delivery date of all related documents by the Insurer as necessary for the characterization and regulation of the claim;

7.2 If the Policyholder fails to comply with the obligations covered by the Guarantee Insurance Policy, the Insured shall have the right to demand the due indemnity from the Insurer, when the notification made to the Policyholder is fruitless.

8 Terms that have not been expressly defined in this Annex will have the meanings attributed to them in the Public Notice.

Annex 3

Bank Guarantee charter model

[Location], [month] [day] [year].

REFERENCE:

CONCESSION NOTICE No. [●] / [●] - BR-163/230 / MT / PA ROAD SYSTEM.

Bank Guarantee charter number [fill in with GUARANTOR BANK control registration code], (“GUARANTEE”)

1. The [fill in with corporate name of guarantor bank], with headquarters in [fill in with headquarters], registered with CNPJ (NATIONAL REGISTRY OF LEGAL ENTITIES) / ME under number [fill in with CNPJ (NATIONAL REGISTRY OF LEGAL ENTITIES)], (“GUARANTOR BANK”).
2. National Land Transport Agency - ANTT, headquartered in Brasília-DF Clube esportivo Sul - SCES, section 03, lot 10, Orla Polo 8 project, registered with CNPJ / MF under No. 04.898.488 / 0001-77, (“ANTT CREDITOR”).
3. THE APPLICANT, [fill in with corporate name / name], with registered office in [fill in with registered office], registered with CNPJ / ME under number [fill in with CNPJ (NATIONAL REGISTRY OF LEGAL ENTITIES / CPF (ITIN- INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER))], (“SECURED PROPONENT”). [In the case of CONSORTIUM: THE BIDDING PROPOSAL is a consortium member of the CONSORTIUM [name of the consortium], composed of the consortium members: [inform Corporate Name, CNPJ (NATIONAL REGISTRY OF LEGAL ENTITIES), and percentage of participation of each consortium member in the CONSORTIUM]].
4. By this SECURITY, GUARANTOR BANK undertakes before the CREDITOR ANTT, in the SECURITY VALUE, and during the VALIDITY PERIOD OF THE SECURITY, as solidary guarantor of the SECURED PROPOSAL in the event that the PROPOSAL does not comply with any of its obligations under the Law or the NOTICE, under the conditions and within the period established in the NOTICE (“GUARANTEED OBLIGATION”).
5. THE GUARANTEE will have the total amount of R\$ [●] ([●] reais) (“GUIDANCE AMOUNT”).
6. THE GUARANTEE will be valid for 1 (one) year as the effective period, counting from the date [.] To the date [.] , including both (“GUARANTEE TERM”).
7. GUARANTOR BANK undertakes to make due payments when they are required within a maximum period of 48 (forty-eight) hours, counted from the receipt, by GUARANTOR BANK, of the written notification by CREDITOR ANTT. The notification must be delivered to [insert address of GUARANTOR BANK].

8. GUARANTOR BANK will not claim any objection or opposition from the BIDDING PROPOSAL or invoked by it for the purpose of excusing itself from complying with the obligation assumed before CREDITOR ANTT under the terms of this FIANCE.

9. GUARANTOR BANK undertakes, before giving FIANCE accounting write-off, to obtain confirmation from the B3 and / or CREDITOR ANTT, the confirmation of the release of the SUBJECT SAID in relation to the GUARANTEED OBLIGATION.
10. In the event that CREDITOR ANTT goes to court to demand the fulfillment of the obligation referred to in this SECURITY, GUARANTOR BANK is obliged to pay the arbitration, judicial or extrajudicial expenses.
11. GUARANTOR BANK declares that this SECURITY is duly accounted for, fully observing the regulations of the Central Bank of Brazil currently in force, in addition to complying with the precepts of the applicable banking legislation.
12. GUARANTOR BANK declares that the signatories of this instrument, and their eventual successors, are authorized to provide the SECURITY and SECURITY AMOUNT on behalf of GUARANTOR BANK and under their responsibility.
13. GUARANTOR BANK declares that its paid-in capital is R\$ [fill in guarantor bank capital in numerical numbers] ([fill in Guarantor bank capital in full]), being authorized by the Central Bank of Brazil and by its Bylaws to issue guarantees and that the GUARANTEE AMOUNT is within the limits authorized by the Central Bank of Brazil.
14. GUARANTOR BANK and SECURED PROPONENT expressly waive the rights provided for in articles 827, 835, 837, 838 and 839 of Law No. 10,406, of January 10, 2002 (Brazilian Civil Code) and art. 794 of Law No. 13,105, March 16, 2015 (Code of Civil Procedure).
15. GUARANTOR BANK expressly declares to know and accept the terms, provisions and conditions of the PUBLIC NOTICE and its annexes.
16. The forum for any and all actions or performance of this FIANCE will be, with express waiver of any other, however privileged, that of the Federal District.
17. Terms that have not been expressly defined in this document will have the meanings attributed to them in the PUBLIC NOTICE.

Signatures of GUARANTOR BANK legal representatives [Names of GUARANTOR BANK legal representatives] [Corporate name of GUARANTOR BANK]

Witnesses:

Name:

I.D.:

Annex 4

Written Economic Proposal charter presentation

[Location], [month] [day] [year]

National Land Transport Agency ("ANTT") SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref .: Concession Notice n ° [●] / [●] - Written Economic Proposal

Dear Sirs, 1 in response to the call for [●] [●] [●] (publication date of Publication notice note of Concession Notice No. [●] / [●] in the DOU) of ANTT, we present our Written Economic Proposal for the execution of the Auction object in reference.

1. We propose, as the Toll Fare Amount, for the Concession exploration object of this bidding process, as defined in Public Notice [●] / [●], the amount of R\$ [●] / km (● per kilometer), on the base date of [●].
2. We expressly declare that:
 - 2.1 The present Written Economic Proposal is valid for 1 (one) year, counted from the Date for Receiving the Envelopes, as specified in the Concession Notice;
 - 2.2 We fully and unreservedly agree with the contracting conditions established in the Public Notice in reference;
 - 2.3 We confirm that we are fully aware of the bidding area and the conditions for carrying out the works;
 - 2.4 We assume, from now on, full responsibility for carrying out the work in accordance with the provisions of the PER and other obligations of the Concession Contract, the ANTT regulations and other applicable legal instruments; and
 - 2.5 We fully comply with all the obligations and requirements contained in the Public Notice referred to, with full observance of the premises contained in sub-item 10.3 of the Public Notice.

Regards, _____ [Proponent] [accredited representative (s)]

Annex 5
Qualifying Documents

- 1 The Qualification Documents volume must start with a introduction charter, duly signed, according to the model in Annex 6.
- 1.1 The proponent must make available, together with the documents related to legal regularity and economic-financial qualification, other corporate documents related to its constitutive acts and contracted obligations, as established in the Auction Procedures Manual.
- 2 Certificates that do not show their validity will be accepted if they have been issued up to 90 (ninety) days before the Date for Receiving the Envelopes.
- 3 When dealing with a legal entity, the proponent must present the following documents for its legal qualification:

Chart I - Documents related to legal regularity
Document
A- Constitutive act and bylaws / association articles of the legal entity Proponent, according to the last change filed in the business register or competent registry office. If the latest amendment to the bylaws / association articles does not consolidate the bylaws provisions / association articles in force, the previous amendments containing those provisions must also be submitted.
B- Election proof of the acting administrators of the legal entity proponent, duly filed with the competent company registry or notary.
C- Up-to-date certificate from the Legal Entity issued by the competent business registry or notary.
D- In the case of a legal entity or foreign company authorized to operate in the country, authorization to operate and registration act or authorization for its

operation, issued by the competent body.

E- In the case of a legal entity or foreign company not established in the country, the proponent must submit a statement according to the model in Annex 15.

- 4 -When dealing with an open or closed supplementary pension entity, the proponent must present for its legal regularity, in addition to the documents equivalent to the documentation provided for in Chart I above, the following documents:

Chart II - Additional documents related to the legal regularity of an open or closed supplementary pension entity	
Document	
A-	Express proof and specific authorization as to the constitution and functioning of the supplementary pension entity, granted by the competent supervisory body, and statement that the plans and benefits administered by it are not under liquidation or intervention by PREVIC.

- 5- In the case of a financial institution, the proponent must submit for its legal regularity, in addition to the documentation provided for in Chart I above, the following document.

Chart III - Additional document regarding the legal regularity of a financial institution	
Document	
A	Express proof that it is authorized to function as a financial institution by the Central Bank of Brazil.

- 6 In the case of an investment fund, the proponent must present the following documents for its legal qualification, replacing the presentation of the documents in Chart I

Chart IV - Documents relating to the legal qualification of an investment fund	
Document	
A-	Constitutive act with last amendment filed before the competent body.
B-	Hiring proof a manager, if any, as well as the election of the acting manager
C-	Registration proof of the investment fund with the Securities and Exchange

Commission.
D- Investment fund regulation (and its subsequent amendments, if any).
E- Registration proof of investment fund regulations before the competent Registry of Securities and Documents
F- Evidence that the investment fund is duly authorized to participate in the Auction and that its administrator can represent it in all acts and for all Auction purposes, assuming in the name of the investment fund all obligations and rights that result from the Auction
G- Qualification proof of the administrator and, if any, of the investment fund manager, before the Securities and Exchange Commission.
H- Negative certificate of bankruptcy of the administrator and fund manager, issued by the distribution office (s) of the same headquarters, with a date of up to 60 (sixty) consecutive days before the Date for Receiving the Envelopes.
I- The foreign investment fund must present a document similar to the registration with the CVM, of the origin country, pursuant to art. 32, § 4, of Law 8,666 / 1993

Individual proponent - Economic and financial qualification

7- The proponent must present, in order to prove its economic and financial qualification, the following documents:

Chart V - Documents related to economic and financial qualification
Document
A- Negative certificate of bankruptcy filing, self-bankruptcy and judicial recovery issued by the judicial distributor (civil courts) of the municipality where the company is based, with a date of a maximum of 90 (ninety) days prior to the Date for Receiving the Envelopes. In the case of a non-business partnership or other form of legal entity, a negative certificate issued by the judicial distributor of civil courts in general (enforcement proceedings) in the district of the Municipality where the entity is located, dated, at most, 90 (ninety) days prior to the Envelope Receipt Date.
B- Balance sheet and respective income statement, already required in accordance

with the law, duly approved by the general meeting or partners, as the case may be, presented in accordance with the law, the presentation of balance sheets or provisional balance sheets is prohibited. These documents must be presented in accordance with accounting practices adopted in Brazil.

The proponent must prove, by means of the balance sheet indicated in item B of Table V above, that, on the date established for the delivery of the envelopes provided for in the Public Notice, it has a net worth of at least R \$ 345,500,000.00 (three hundred and forty-five million and five hundred thousand reais), on the base date of July 2019, observing the specific rules of items 7.2 and 7.3 below for open or closed supplementary pension entities and investment funds, respectively.

7.2 In the case of an open or closed supplementary pension entity, the proof of equity, considering the current legal rules, will correspond to the sum of the accounts of the Actuarial Liabilities and Reserves and Funds.

7.3 For equity investment funds, the level required in item 7.1 for the purposes of economic and financial qualification may be proved by:

- (i) net worth of the investment fund, calculated in its balance sheet or indicated in the last Quarterly Report sent to the Brazilian Securities and Exchange Commission;
- (ii) the total value of the subscribed capital of the investment fund, indicated in the last Quarterly Report sent to the Securities and Exchange Commission; or
- (iii) proof of investment commitments signed after the last Quarterly Report was sent to the Securities and Exchange Commission.

7.4 For the purpose of proving shareholders' equity, the amounts expressed in foreign currency by the Bidders will be converted into reais (R \$), by applying the commercial exchange rate for sale disclosed by the Central Bank of Brazil (PTAX800), referring to the date end of the fiscal year indicated in the balance sheet.

Individual proponent - Tax and labor law

8- The proponent must present the following documents to prove its fiscal regularity:

Chart VI - Documents related to tax and labor law
Document
A- Enrollment proof in the National Register of Legal Entities of the Ministry of Economy (CNPJ / ME). In the case of an investment fund, enrollment proof in the administrator's CNPJ must also be presented
B- Assets standing certificate with the Severance Pay Fund (FGTS), which is within the

<p>validity period attested therein. In the case of an investment fund, the required document must be submitted on behalf of the administrator.</p>
<p>C- Tax compliance proof with the National Treasury, through the presentation of the Negative (or Positive with Negative Effects) Certificate of Debts Relating to Federal Taxes and the Active Debt of the Union. In the case of an investment fund, the required document must be presented on behalf of the administrator.</p>
<p>D- Fiscal regularity proof at the state and municipal farms (this referring to securities and real estate taxes), all from the Proponent's domicile or headquarters, dated at most 180 (one hundred and eighty) days prior to the Date for Receiving the Envelopes. In the case of an investment fund, the required document must be submitted on behalf of the administrator.</p>
<p>E- Negative Certificate of Labor Debts as provided for in Law No. 12,440, of July 7, 2011. In the case of an investment fund, the required document must be submitted on behalf of the administrator.</p>
<p>F- Absence proof of debts with ANTT, through the issuance of a negative certificate of active debt or a positive certificate with negative effect, issued by the competent internal body. In the case of an investment fund, the required document must be submitted on behalf of the administrator.</p>

9- If any certificate presented in accordance with the items in Chart VI above is positive, or the updated status of the debit (s) is not recorded, proof of discharge and / or certificates indicating the updated status of the debts must be presented lawsuits and / or administrative procedures listed, dated no more than 90 (ninety) days prior to the Date for Receiving the Envelopes.

10- Request proof for certificates will not be accepted.

11- In the case of the certificate described in item F of Chart VI above, it must be requested from the General Coordination of Collection and Credit Recovery of the Federal Attorney's Office at ANTT, by e-mail to cnda@antt.gov.br, forwarding the Company's Articles of Association and the latest amendment, if applicable, as well as the documents of its legal representative. If an Attorney makes the request, the respective Mandate with specific powers for representation with ANTT must also be sent. In the case of an international company, it is necessary to send the referred translated and sworn documentation.

Código de campo alterado

Individual proponent - Technical qualification

12- The proponent must present, to prove his technical qualification, the following documents:

Chart VII - Documents related to technical qualification
Document
A- Name indication (s) of the Qualified Professional (s), subject to the provisions of item 13 below, and proof of his / her registration (s) or registration (s) in the respective competent professional entity (ies).
B- Regarding the set of Qualified Professional (s) indicated by the proponent, technical responsibility certificate, issued by public or private entities, duly certified by the council (s) that regulate (m) the exercise of the respective profession (s), of execution, coordination, management or supervision of Highway management and operation. Certificates will only be accepted if the Qualified Professional (s) has a link with the proponent on the Date for Receiving the Envelopes, under the terms of item 13 below.
C- The Qualified Professional (s) linked to the head office and / or branch of a foreign company, which does not need to have registration (s) or enrollment (s) in a professional entity (ies)) Brazilian (s), but from the other country, and the technical responsibility certificate (s) to be presented may be issued by public or private entities in the other country.

13- Qualified Professionals must have a bond with the proponent on the Date for Receiving the Envelopes.

13.1 The Qualified Professional may be linked to the proponent:

13.1.1 By employment relationship or as an administrator;

13.1.2 By technical assistance contract, directly or through a company of which he is an employee or administrator; or

13.1.3 By charter or contract of intention signed between the proponent and the Qualified Professional indicating that, if the proponent is successful in the Auction, the Qualified Professional will assume the obligation to participate in the Concession through one of the ways indicated in sub-items 13.1.1 and 13.1.2 above.

13.2 If they choose to prove the employment relationship, the proponents must present the Employee Registration Form (FRE) and the Work Card, duly updated.

13.3 In order to prove the investiture in a management position, the Proponents must present the election proof of the acting directors duly filed with the competent company registry or notary.

13.4 In order to prove the existence of the technical assistance contract, the proponent must present a technical assistance commitment instrument whereby the Qualified Professional must commit to provide the proponent with the necessary technical assistance for the Contract execution.

13.5 The Qualified Professional is not prohibited from having a relationship with more than one proponent.

13.6 The Qualified Professional may be linked to the Proponent's headquarters and / or subsidiary, whether Brazilian or foreign.

14 The certificates referred to in document B of Chart VII must contain the following information:

14.1 object;

14.2 characteristics of the activities and services developed;

14.3 total project amount / enterprise;

14.4 start and end dates for carrying out activities and services

14.5 location of activities and services;

14.6 corporate name of the issuer;

14.7 name and identification of the signatory; and

14.8 when the certificate has been issued on the Consortium behalf, start and end dates of the participation of the company to which the Qualified Professional in the Consortium was linked and description of the activities performed by the company in the Consortium.

15 The technical qualification referred to in item 12 may, alternatively to the documentation presentation relating to qualified professional referred to in Chart VII (technical-professional qualification), be proven by presenting certificate (s) and / or certificates (s) of suitability, on the Proponent behalf or, in the case of a Consortium, of one of the consortium members, which must attest to previous experience in the management and highways operations.

15.1 The company's technical qualification documents must be issued by public or private entities, on the declarant's letterhead, with identification of their legal representative and information for possible contact by ANTT.

15.2 Certificates issued in the name of a Controlled, Controlling, Associated Company or under the same common control of the proponent or one of the consortium members will also be accepted, for the purposes of item 15, in the case of a Consortium.

15.3 Certificates issued abroad will waive the formalities indicated in item 5.5 of the Notice, without prejudice to their sworn translation.

Individual proponent - Other documents

16- The proponent must also submit the following documents:

Chart VIII - Other documents	
No.	Document
A-	Commitment statement to comply with the provisions of article 7, item XXXIII, of the Federal Constitution, according to the model in Annex 7.
B-	Statement that the proponent is not in the process of (i) bankruptcy, (ii) self-bankruptcy, (iii) judicial or extrajudicial recovery, (iv) judicial or extrajudicial liquidation, (v) insolvency, (vi) temporary special administration or (vii) intervention, according to the model in Annex 8.
C-	Statement regarding the absence of an impediment to participate in the Auction, according to the model in Annex 9.
D-	Statement of financial capacity included in Annex 10 to the Public Notice. The proponent must declare that it has or is capable of obtaining sufficient financial resources to fulfill the obligations to contribute its own resources and obtain resources from third parts necessary to achieve the Concession object, including the obligation to pay in the mandatory share capital of SPE, as defined and described in the Notice and in the Contract in reference.
E-	Draft of the SPE's bylaws, which must contain provisions that are not contrary to this Notice and the Draft Contract and its respective Attachments
F-	Draft of any agreements between the future shareholders of the SPE.

16.1 All of the above statements must be submitted together with documents proving the signatory's powers, and the signatory's signature is unnecessary.

Foreign proponent

17- Foreign proponents who do not work in the country, as much as possible, will meet the requirements to be met by Brazilian proponents by submitting equivalent documents, authenticated by the respective consulates and translated by a sworn translator and, additionally, will submit the following documents:

Chart IX - Additional documents related to the legal qualification of foreign proponents	
No.	Document
A-	Warrant granted to the legal representative in Brazil, with express powers to receive service and respond administratively and judicially for his acts, according to the model in Annex 13

Chart X - Other documents related to the qualification of foreign proponents	
No.	Document
A-	Submission statement to the legislation of the Federative Republic of Brazil and waiver of any claim through diplomatic channels, according to the model in Annex 11.

17.1 Foreign companies from Signatory States to the Convention on the Requirement elimination to Legalize Foreign Public Documents, promulgated in Brazil through Decree No. 8,660 / 16, may replace the need for authentication by the respective consulate, referred to in item 17 above, by affixing the handout referred to in the said Convention, when applicable.

17.1.1 The documentation and the respective handout must be translated by a sworn translator.

17.2 Foreign proponents may, for the qualification purposes, present documents from their headquarters or respective subsidiaries that are equivalent to those requested for qualification of Brazilian legal entities and that comply with the legal requirements in the country in which the foreign proponent is constituted.

17.3 In the absence of equivalent documents in the respective origin countries suiChart for meeting the requirements set out in this Annex 5, or documents for the respective Brazilian branches, foreign proponents must submit:

17.3.1 Statement indicating such circumstance; and

17.3.2 Alternative document that, although not equivalent, explains and meets, as much as possible, the objective of the document required in this Annex 5, under the terms of sub-item

17.3. 17.4 It is ANTT's prerogative to analyze and decide on the validity of the documents received from foreign proponents.

18 -The balance sheets and income statements presented must be those already required by law and approved by management. These documents must be submitted in accordance with accounting principles accepted in Brazil, such as the IFRS (International Financial Reporting Standards), in order to make it possible to compare the information presented by all proponents.

19- Documents in a foreign language must be submitted with the signature (s) duly recognized as true by a notary or other entity in accordance with the legislation applicable to the documents, which must be recognized by a consular representation. Brazilian, if applicable, duly translated into Portuguese by a sworn public translator, and the warrant must be registered with the Registry of Titles and Documents.

Consortium proponent

20- The proponent in the form of a Consortium must submit all documents provided for in the previous items of this Annex 5 for each of the consortium members, as the case may be, subject to sub-items 5.6 and 5.8 of the Public Notice.

20.1 If the consortium member is a subsidiary / branch, it must present the parent company's balance sheet and respective consolidated income statement,

21 The net worth to be considered for the Consortium's Economic-Financial Qualification will be obtained by adding the net worth of each consortium member, in proportion to their respective participation. The qualification requirement is considered to be met in any of the following situations:

(i) when the minimum shareholders 'equity provided for in item 7.1 of Annex 5 is reached by the sum of the products of the multiplication of the shareholders' equity of each consortium member by the percentage participation it holds in the Consortium; or

(ii) when the net worth of all consortium members is equal to or greater than the percentage of their participation, multiplied by the minimum shareholders' equity provided for in item 7.1 of Annex 5.

21- In addition to the documents provided for in the items above, Consortia must submit the following documents:

Chart XI - Additional documents regarding the legal qualification of the consortium	
No.	Document
A-	Commitment Term for the Establishment of a Special Purpose Company, containing at least: • name of the Consortium; • qualification of consortium members; • composition of the Consortium, respective members' participation and future commitment regarding the participation of each member in the SPE; • Consortium objective; • leading indication company that will be responsible for the understandings that involve the Consortium with the Granting Authority, until the signing date the Contract; and • obligation to respond jointly, under the Law terms, in all matters concerning the Auction, until the signing of the Contract.

Annex 6

Introduction charter sample to General Documentation

[Location], [month] [day] [year]

National Land Transport Agency ("ANTT") SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref.: Concession Notice No. [●] / [●] - General Documentation presentation

Dear Sirs,

1 [proponent] ("proponent"), by their undersigned legal representative (s), presents the documents for their qualification in the bidding process in reference, under the terms of sub-item 6.1 of the Notice in reference, organized according to the order established there, reflected in the index annex.

- 2 The proponent expressly declares that it has full knowledge of the terms of the Public Notice in reference and that it fully accepts them, especially with regard to the powers conferred on the Granting Committee to conduct special steps to verify the veracity of the documents presented and seek any necessary clarifications to elucidate the information contained therein.
- 3 The proponent expressly declares that it has met all the requirements and criteria for qualification and has submitted the Qualification Documents, as defined in the Concession Notice No. [●] / [●], correctly.
- 4 The proponent also declares that the Qualification Documents presented herein are complete, true and correct in every detail.

_____ [Proponent] [accredited representative (s)]

Annex 7

Statement charter model of Asset Standing to Article 7, XXXIII, of the Federal Constitution

[Location], [month] [day] [year]

National Land Transport Agency ("ANTT") SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref.: Concession Notice No. [●] / [●] -Statement of Compliance with Article 7, XXXIII, of the
Federal Constitution

Dear Sirs,

In compliance with the Public Notice in reference, the [proponent], by its undersigned legal representative (s), declares, under the penalties of the applicable legislation, by itself, by its successors and assignees, that is in good standing with the Ministry of Economy, with regard to compliance with the provisions of item XXXIII, of Article 7, of the Federal Constitution.

_____ [Proponent] [accredited representative (s)]

Annex 8

Absence Statement charter model of Bankruptcy, Concordat, Judicial, Extrajudicial Recovery or Insolvency Regime

[location], [month] [day] [year]

National Land Transport Agency (“ANTT”) SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref.: Concession Notice No.[●] / [●] – No- existence Bankruptcy Process statement

Dear Sirs,

In compliance with the Public Notice in reference, the [proponent], by its undersigned legal representative (s), declares, under the penalties of the applicable legislation, by itself, by its successors and assignees, that it is not in bankruptcy, self-bankruptcy, judicial or extrajudicial recovery, judicial or extrajudicial liquidation, insolvency, temporary special administration or under the intervention of the competent supervisory body.

_____ [Proponent]

Annex 9

Absence statement charter model of Impediment for Auction Participation

[Location], [month] [day] [year]

National Land Transport Agency (“ANTT”) SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref.: Concession Notice No.[●] / [●] – Absence statement of Impediment for Auction
Participation

Dear Sirs,

In compliance with the Public Notice in reference, the [proponent], by its undersigned legal representative (s), declares, under the penalties of the applicable legislation, that it is not prevented from participating in public bidding.

_____ [Proponent] [accredited representative (s)]

Annex 10

Financial Capacity charter statement model

[Location], [month] [day] [year]

National Land Transport Agency ("ANTT") SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref .: Concession Notice No. [●] / [●] - Financial Capacity statement

Dear Sirs,

In compliance with the Public Notice in reference, the [proponent], by its undersigned legal representative (s), declares, under the penalties of the applicable legislation, that it has or is able to obtain sufficient financial resources to comply with the obligations to provide own and third part resources necessary to achieve the Concession object. It further declares that (i) it has the capacity to contract all the insurance necessary to achieve the concession object and (ii) it has or has the capacity to obtain the resources for the payment in national currency of the minimum capital required for the signature of the Contract.

_____ [Proponent] [accredited representative (s)]

Annex 11

Formal statement model of Express Submission to Brazilian Legislation and Renunciation of Complaints through Diplomatic via

[Location], [month] [day] [year]

National Land Transport Agency ("ANTT") SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref .: Concession Notice No. [●] / [●] - Formal statement of Express Submission to Brazilian
Legislation and Renunciation of Complaints by Diplomatic Via

Dear Sirs,

In compliance with the Public Notice in reference, the [proponent], by its undersigned legal
representative (s), declares, for due purposes, its formal and express submission to Brazilian
law and full waiver of complain, for any reason or fact, through diplomatic via.

_____ [Proponent] [accredited representative (s)]

Annex 12
Warrant model

By this mandate instrument, [Proponent], [qualification], hereinafter referred to as "Grantor",
appoints and constitutes its sufficient proxies, Messrs. [●], [qualification], to, jointly or
separately, regardless of the appointment order, perform the following acts in the Federative
Republic of Brazil, in and out of court:

(a) represent the Grantor before any government entities, bodies or departments, open or
closed companies and any government agencies, including the National Land Transport Agency
- ANTT and the Ministry of Infrastructure - MInfra, to establish and maintain understandings
with said public entities , agencies, bodies or departments, to receive service of any kind, to
request and / or promote consultations, to request certificates and other documents and to
perform the necessary acts during the bidding process described in the Concession Notice No.
[●] / [●], including to appeal and waive the right to appeal;

- (b) Assume commitments and / or obligations on behalf of the Grantor and in any case contract, make agreements, give and receive discharge on the Grantor behalf;
- (c) represent the Grantor in the defense of its interests in court, in any instance and before any court or tribunal, including by hiring lawyers, with special powers to confess, compromise, give up, make agreements, give and receive discharge; and
- (d) At its discretion, underwrite, in whole or in part, subject to powers, any of the powers granted herein, under the conditions it deems or deems appropriate.

This warrant has a minimum validity term of 1 (one) year from the Date for Receiving the Envelopes, and must be extended for the same term, with 30 (thirty) days before the expiration date, observing the provisions of sub-item 7.9, VII of the Notice.

[Location], [month] [day] [year]

_____ [Proponent] [legal representative (s)]

Annex 13

Warrant Model (Foreign Proponent)

By this instrument of mandate, [Proponent], [qualification], hereinafter referred to as "Grantor", appoints and constitutes its sufficient proxies, Messrs. [●], [qualification], to, jointly or separately, regardless of the order of appointment, perform the following acts in the Federative Republic of Brazil, in and out of court:

- (a) represent the Grantor before any government entities, bodies or departments, open or closed companies and any government agencies, including the National Land Transport Agency - ANTT and the Ministry of Infrastructure - MInfra, to establish and maintain understandings with said public entities , agencies, bodies or departments, to receive service of any kind, to request and / or promote consultations, to request certificates and other documents and to

perform the necessary acts during the bidding process described in the Concession Notice No. [●] / [●], including to appeal and waive the right to appeal;

(b) Assume commitments and / or obligations on behalf of the Grantor and in any case contract, make agreements, give and receive discharge on behalf of the Grantor;

(c) represent the Grantor in the defense of its interests in court, in any instance and before any court or tribunal, including by hiring lawyers, with special powers to confess, compromise, give up, make agreements, give and receive discharge;

(d) Receive service for judicial actions and subpoenas or notifications in administrative and judicial proceedings; and

(e) At its discretion, underwrite, in whole or in part, subject to powers, any of the powers granted herein, under the conditions it deems or deems appropriate.

This Warrant has a minimum validity term of 1 (one) year from the Date for Receiving the Envelopes, and must be extended for the same term, with 30 (thirty) days before the expiration date, observing the provisions of sub-item 7.9, VII of the Notice.

[Location], [month] [day] [year] _____ [Proponent] [legal representative (s)]

Annex 14

Statement model of independent elaboration of Written Economic Proposal

[Location], [month] [day] [year]

National Land Transport Agency ("ANTT") SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref.: Concession Notice No. [●] / [●] - Independent elaboration of Written Economic Proposal
statement

Dear Sirs,

(Accredited Representative identification), as a duly constituted representative of [Proponent] hereinafter referred to (“Proponent”), for the purposes of the provisions of sub-item 7.4, VIII of the Concession Notice No. [●] / [●], declares, under the penalties of the law, in particular that provided for in art. 299 of the Brazilian Penal Code, which:

- (a) The Written Economic Proposal submitted to participate in Concession Notice No. [●] / [●] was prepared independently by the proponent, and the content of the Written Economic Proposal was not, in whole or in part, directly or indirectly , informed, discussed or received from any other potential or in fact participant in the Auction, by any means or by any person;
- (b) the intention to submit the Written Economic Proposal prepared to participate in this Auction was not informed, discussed or received from any other potential or in fact participant in the Auction, by any means or by any person;
- (c) That it did not attempt, by any means or by any person, to influence the decision of any other potential participant or in fact as to how much to participate or not in said Auction;
- (d) that the content of the Written Economic Proposal submitted to participate in this Auction will not be, in whole or in part, directly or indirectly, communicated or discussed with any other potential or in fact participant of the Auction prior to the award of the object of said Auction ;
- (e) that the content of the Written Economic Proposal submitted to participate in the Auction was not, in whole or in part, directly or indirectly, informed, discussed or received from any member of ANTT, BNDES, EPL or MInfra before the official opening of the Written Economic Proposals; and (f) that you are fully aware of the content and extent of this statement and that you have full powers and information to sign it.

_____ [Proponent] [accredited representative (s)]

Annex 15

Statement charter model of Foreign Proponent

[Location], [month] [day] [year]

National Land Transport Agency (“ANTT”) SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref .: Concession Notice No. [●] / [●] - Foreign proponent

Dear Sirs,

In compliance with Appendix 5 of the Public Notice in reference, the [proponent], characterized as a Foreign proponent, by its undersigned legal representative (s), declares, under the penalties of the applicable legislation, by itself , by their successors and assigns, which does not work in Brazil, under the terms of article 32, paragraph 4, of Law 8,666 / 1993, and that: (i) the documents listed below in the company's country of origin (NAME AND QUALIFICATION) are equivalent to the documents required in the Concession Notice No. [●] / [●].

Origin country document description	Document required in the Public Notice	Notice item in which the document is required
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(ii) that the documents indicated below do not have an equivalent document in the company's origin country(NAME AND QUALIFICATION).

Document required in the Public Notice that does not have an equivalent document in the origin country.	Notice item in which the document is required
---	---

Regards, _____ [Proponent] [accredited representative (s)]

Annex 16
Integrity Term

[Location], [month] [day] [year]

National Land Transport Agency (“ANTT”) SCES Section 3, Lot 10 Polo 8 of the Orla Project
70.200-003 Brasília DF

Ref .: Concession Notice No.[●] / [●] - Integrity term

Dear Sirs,

In compliance with sub-item 11.1 of the Public Notice in reference, the [proponent], by its undersigned legal representative (s), declares, for due purposes, that:

1. The SPE constituted by it shall observe the federal and sectoral rules, as well as the best practices, related to integrity, compliance, ethics, governance, risk management, internal and external controls (monitoring, evaluation, audit and investigation), and transparency in conducting the Contract, in particular.

1.1. The provisions of Law No. 12,846 / 2013, of Decrees No. 3,678 / 2000, No. 4,410 / 2002, No. 5,687 / 2006 and 8,420 / 2015, of the Ordinance of the Federal Comptroller General - CGU No. 909 should be fully complied with, as appropriate. / 2015 and other applicable federal rules, as well as the rules that change, complement or succeed the above-mentioned.

1.2. The SPE integrity program must follow the dictates provided for in Ordinance CGU No. 909/2015, containing, at least, the provisions of this standard.

1.3. Policy on transactions with Related Parts, according to the best corporate governance practices and those provided for in the Agreement.

2. For the performance of this Agreement, neither part may offer, give or commit to give to any person, or accept or commit to accept from any person, directly or indirectly, personally or through others, any payment, donation, compensation, financial or non-financial advantages or benefits of any kind that constitute an illegal or corrupt practice under Brazilian laws and those of the countries in which transactions or legal facts have been carried out, whether directly or indirectly as to the object of this Contract, or otherwise than related to this Agreement, and must also ensure that its representatives and employees act in the same way.

3. The resources use, assets and values of illicit or doubtful origin shall be prohibited.

4. Enrollment in the National Register of Unfaithful and Suspended Companies - CEIS will constitute an impediment to the Contract execution.

_____ [Proponent] [accredited representative (s)]

Annex 17
Operational Transition Plan

The Operational Transition Plan shall provide, at a minimum:

- a. The identification of the technical-operational documentation necessary for the transition;
- B. The indication of the general operational transition procedures in relation to the moment of the concession transfer - management change;
- c. The planning of conducting an inventory of contracts and service providers;
- d. The period necessary for the Concessionaire to evaluate the interest of taking on existing contracts, as well as the planning of this assumption, if feasible;
- e. The operational measures necessary to take over administrative activities;
- f. The licenses identification and software necessary for the continuity of the public service granted;
- g. The human identification resources that may be admitted by the Concessionaire;
- H. The creation of a positive relationship with key stakeholders;
- i. The means of interaction with stakeholders, as well as the means of obtaining their information, such as: forums, focus groups, opinion polls, electronic means of interaction, etc.
- j. The Work Plan containing the planning and schedule of the transition activities, respecting the deadline set out in item 3.1 of Annex 7 of the Contract.

Annex 18

Auction Procedures Manual

This Annex will be made available on the ANTT websites, at www.antt.gov.br, and B3 S.A., at www.b3.com.br.

Part VII - Draft Contract

This document will be made available separately.