



Concession Agreement No. [-]/[-]

CONCESSION NOTICE No. 02/2019

Part VII

Federal Highway

BR-101/SC, between Paulo Lopes (km 244+680) and the Santa Catarina/Rio Grande do Sul
(SC/RS) border (km 465+100)

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CONCESSION AGREEMENT

On the [●] day of the month of [●] of [●], by this instrument, on the one hand, as a contractor:

- (1) The **UNION**, through the **NATIONAL LAND TRANSPORTATION AGENCY**, an autonomous part of the indirect Federal Administration, with headquarters in Brasília, Federal District, in the Setor de Clubes Esportivos Sul, Setor 3, Lote 10, Polo 8 do Projeto Orla, hereby represented by its Director General, Mr. [●], [qualification], appointed by Decree of [●], published in the Official Diary of the Union of [●], and by its Director [●], nominated by Decree of [●], published in the Official Diary of the Union of [●], hereinafter referred to as “**ANTT**”; and

on the other hand, as “**Concessionaire**”, hereinafter referred to as:

- (2) [●], a corporation, headquartered in [Municipality], State of [●], at [address], entered in the National Register of Legal Entities of the Ministry of Economy, under No. [●], in this act duly represented by Messrs [●], [qualification];

ANTT and **Concessionaire** hereafter jointly referred to as “**Parties**” and individually as “**Party**”,

WHEREAS

- (A) The **Granting Authority** decided to promote the concession of the **Highway System** below, attributing to the private initiative its operation, as authorized by Decree No. 2,444, of December 30, 1997, and Decree No. 9,059, of May 25, 2017;
- (B) Due to the decision mentioned in the previous recital, **ANTT**, in accordance with the legal powers attributed to it, held the **Auction** for the concession of the **Highway System**; and
- (C) The object of the **Agreement** was awarded to the **Concessionaire**, in accordance with an act of the **ANTT** Board, published in the **Official Diary of the Union** of [●],

resolve to enter into this Concession **Agreement** (the “**Agreement**”), subject to the following terms and conditions:

1 Initial Provisions

1.1 Definitions

1.1.1 For the purposes of this **Agreement**, and without prejudice to any other definitions set forth herein, the following definitions apply to their respective expressions:

- (i) **ABNT**: Brazilian Association of Technical Standards;

- (ii) **Rebalancing Increase:** increment of the **Basic Toll Fare**, used as a mechanism to maintain the contractual equivalence between the services rendered and their remuneration, due to the early conclusion of the works of the **Capacity Expansion and Improvement Front** and the conclusion of **Improvement Inventory** works, as provided for in sub-clause **Erro! Fonte de referência não encontrada.**, PER and Annex 5, by applying **Factor A** and **Factor E**, respectively.
- (iii) **Annex:** each of the documents attached to the **Agreement**.
- (iv) **Annex of the Notice:** each of the documents attached to the **Notice**.
- (v) **ANTT:** National Land Transportation Agency.
- (vi) **Concession Goods:** assets indicated in sub-clause 4.1.1.
- (vii) **Reversible Goods:** **Concession** assets that will be reverted to the **Union** at the end of the **Agreement**.
- (viii) **Affiliate:** company subject to the significant influence of another company. There is significant influence when holding or exercising the power to participate in the decisions of the investee's financial or operating policies 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.
- (ix) **Concession:** concession for the exploration of infrastructure and the rendering of the public service of recovery, operation, maintenance, monitoring, conservation, implementation of improvements, capacity expansion of the **Highway System**.
- (x) **Concessionaire:** **SPE**, as defined below, to be constituted in accordance with the laws of the Federative Republic of Brazil, for the sole purpose of exploiting the **Highway System Concession**.
- (xi) **Contour in Urban Stretch:** set of works of implementation of double lane through contour of a certain urban stretch.
- (xii) **Agreement:** **Concession** agreement for the recovery, operation, maintenance, conservation, implementation of improvements and capacity expansion of the **Highway System**, to be entered into between the **Union**, represented by **ANTT**, and the **Concessionaire**, which shall be governed by the laws of the Federative Republic of Brazil.
- (xiii) **Subsidiary:** any legal entity or investment fund whose **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 shareholder rights that assure it,

permanently, preponderance in corporate resolutions and power to elect the majority of the **Subsidiary's** directors, pursuant to art. 243, § 2, of Law 6,404/76.

- (xiv) **Parent Company:** any person or investment fund that has control over another person or investment fund.
- (xv) **Control:** the power, held by a person or group of persons bound by a voting agreement or under common control, which, directly or indirectly, alone or jointly: (i) exercises, permanently, rights that assure the majority votes in the corporate resolutions and elect a majority of the directors or managers of another person, investment fund or private pension entities, as the case may be; and/or (ii) effectively direct the social activities and guide the operation of the bodies of another person, investment fund or private pension entity.
- (xvi) **CVM:** Securities Commission.
- (xvii) **Assumption Date:** date of signature of the Statement of Asset and Transfer of Goods (**Annex 1** of the **Agreement**).
- (xviii) **Rebalancing Discount:** reducer of the **Basic Toll Fare**, used as a mechanism to maintain the contractual equivalence between the services rendered and their remuneration, due to non-compliance with the **Performance Parameters** of the **Recovery and Maintenance Front** and the **Front of Operational Services** and the non-execution of the works and services of the **Capacity Expansion, Improvement and Service Level Maintenance Front**, as provided for in sub-clause 21.6, **PER** and **Annex 5**, by applying **Factor D**.
- (xix) **DNIT:** National Department of Transport Infrastructure.
- (xx) **DOU:** Official Diary of the Union.
- (xxi) **DUP:** Declaration of Public Utility.
- (xxii) **Notice:** Concession Notice No. 02/2019, including its annexes.
- (xxiii) **Scope:** minimum works and services to be performed by the **Concessionaire**, as provided for in this **Agreement** and **PER**.
- (xxiv) **Improvement Inventory:** percentage of improvement works, referenced in **Table II** of **Annex 5**, to be performed by the **Concessionaire** as requested by **ANTT**, constituting a contractual obligation and resulting in the recomposition of the economic and financial balance in accordance with **Annex 5**, by applying **Factor E**, after completion of the work.

- (xxv) **Coexistence Phase A:** period during which the **SPE** will monitor the operation of the part of the **Highway System** administered by the **Granting Authority** or the **Previous Operator**, in the sections described in Appendix A of **PER**, and will implement the **Operational Transition Plan**, as provided for in **Annex 7**.
- (xxvi) **Coexistence Phase B:** coexistence period between the **Concessionaire** and the **Granting Authority** or the **Future Operator**, aiming at the appropriate operational transition and the continuity of the adequate rendering of services, as provided for in **Annex 8**.
- (xxvii) **Factor A: Basic Toll Fare** increment, used as a mechanism for applying the **Rebalancing Increase**, in the event of early completion of the **Capacity Expansion and Improvement Front** works, as provided for in **Annex 5**.
- (xxviii) **Factor C: Basic Toll Fare** reducer or increment, used as a mechanism to rebalance the applicable **Agreement** on events that impact exclusively on the revenue and amounts indicated, according to the methodology set out in **Annex 6**.
- (xxix) **Factor D: Basic Toll Fare** reducer, used as a mechanism for applying the **Rebalancing Discount** for non-compliance with the **Performance Parameters** of the **Recovery and Maintenance Front** and the **Operational Services Front** and the delay and non-execution of works and services of the **Capacity Expansion, Service Level Improvement and Maintenance Front**, as provided in **Annex 5**.
- (xxx) **Factor E: Basic Toll Fare** increment, used as a mechanism for applying the **Rebalancing Increase** to the completion of works of the **Improvement Inventory**, as provided for in **Annex 5**.
- (xxxi) **Financiers:** financial institutions responsible for financing the **Concessionaire**.
- (xxxii) **Marginal Cash Flow:** means of calculating the impact on the economic and financial balance of the **Agreement** as a result of the inclusion of works and services in its scope, pursuant to sub-clause 21.5.
- (xxxiii) **Free Flow:** collection system without the need for vehicle deceleration, i.e. free flow without toll plazas.
- (xxxiv) **Agreement Performance Guarantee:** guarantee of the faithful fulfillment of the **Concessionaire's** contractual obligations, rendered by it to **ANTT**, pursuant to Clause 11.

- (xxxv) **Volumetric Trigger:** annual average daily volume (VDMA) for a given **Homogeneous Section** of the **Highway System**, whose achievement indicates the need for capacity expansion, verified based on the moving average of 365 (three hundred and sixty-five) days, as provided for in sub-clause 9.4 of this **Agreement** and in **PER Service Level Maintenance Works**.
- (xxxvi) **Interference:** Public or private, air, surface or underground utility facilities that may interfere or suffer direct or indirect interference with the activities under the **Concessionaire**.
- (xxxvii) **IPCA:** Broad National Consumer Price Index, published by the Brazilian Institute of Geography and Statistics - IBGE, and should be replaced by another that will be created in its place in the event of its extinction.
- (xxxviii) **IRT:** readjustment index for monetary restatement of the **Toll Fare**, funds and **Agreement Performance Guarantee**, calculated based on the **IPCA** variation between June 2019 and two months prior to the base date of the **Toll Fare** adjustment, according to the following formula: $IRT = IPCAi / IPCAo$ (where: **IPCAo** means the **IPCA** index number of June 2019, and **IPCAi** means the **IPCA** index number of two months prior to the **Toll Fare** readjustment base date).
- (xxxix) **Auction:** set of procedures performed for the privatization of the **Highway System** and contracting of the **Concession**.
- (xl) **Fare Multiplier:** multipliers used to calculate the **Toll Fare**, corresponding to the vehicle categories, indicated in the table of sub-clause 17.2.6.
- (xli) **Service Level Maintenance Works:** set of works and capacity expansion services, and adaptation of the necessary devices, observing the **Technical Parameters**, as defined in this **Agreement**.
- (xlii) **Previous Operator:** responsible for the **Highway System** prior to the **Concession Assumption Date**.
- (xliii) **Future Operator:** responsible for the **Highway System** after the end of the **Concession**.
- (xliv) **P1 to P4:** the toll plazas of the **Highway System**, whose location is indicated in the **PER**.
- (xlv) **Performance Parameters:** indicators established in the **Agreement** and in the **PER** that express the minimum quality and quantity conditions of the **Highway System** that must be implemented and maintained throughout the **Concession Term**.

- (xlv) **Technical Parameters:** minimum technical specifications set forth in the **Agreement** and in the **PER** that must be observed in works and services under the responsibility of the **Concessionaire**.
- (xlvii) **Parties:** jointly, the **Concessionaire** and the **Granting Authority**.
- (xlviii) **Related Parties:** regarding the **Concessionaire**, any **Controlling, Affiliated** or **Controlled** person, as well as those considered in accordance with current accounting standards.
- (xlix) **PER:** Highway Exploration Program set out in **Annex 2**, which contains conditions, goals, criteria, requirements, mandatory interventions and minimum specifications that determine the **Concessionaire's** obligations.
- (l) **Granting Authority:** the **Union**, pursuant to Law No. 8,987, of February 13, 1995, or an entity designated by it.
- (li) **Related Party Transaction Policy:** document prepared and approved by the **Concessionaire's** management bodies that shall contain the rules and conditions for conducting transactions between the **Concessionaire** and its **Related Parties**, pursuant to this **Agreement**.
- (lii) **Postulate: Party** receiving notice from the other **Party** requesting the commencement of the process of restoring the economic and financial balance of the **Agreement**.
- (liii) **Applicant: Party** that intends to initiate the process of restoring the economic and financial balance of the **Agreement**.
- (liv) **PPA:** Federal Union Multiannual Plan.
- (lv) **Concession Term:** term of the **Concession**, fixed at 30 (thirty) years from the **Assumption Date**.
- (lvi) **Agreement Term:** term of the **Agreement**, which commences on the date of its signature by the **Parties** and terminates upon proof of receipt of the payments referred to in sub-clause 35.3.
- (lvii) **Proponent:** any legal entity, investment fund, private pension entity or consortium participating in the **Auction**.
- (lviii) **Proposal:** offer made by the winning **Proponent** for exploration of the **Concession**, pursuant to the **Notice**.
- (lix) **Tariff Revenue:** revenue from the collection of **Toll Fares**, as provided for in this **Agreement**.
- (lx) **Extraordinary Revenues:** Any complementary, ancillary, alternative and associated project revenues, characterized by sources other than toll collection and financial investments.

- (lxi) **SAC:** Customer Service.
- (lxii) **SPE:** Specific Purpose Company formed by the winning **Proponent**, in the form of a joint stock company, which concludes this **Agreement** with the **Union**, represented by **ANTT**.
- (lxiii) **Highway System:** **Highway System Concession** area, consisting of the stretch of BR-101/SC, as described in the **PER**, including all its elements of the domain strip, as well as access and handles, buildings and land, tracks central, lateral, marginal or local areas connected directly or by interconnection devices with the highway, shoulders, and special works of art, as well as areas occupied with operational and administrative facilities related to the **Concession**.
- (lxiv) **Basic Toll Fare (TBP):** this is equivalent to the value indicated in the Proposal of [●], corresponding to the basic value of the Fare for Category 1 vehicles, subject to the revisions indicated in sub-clauses 17.4, 17.5 and 17.6.
- (lxv) **Toll Fare (TP):** toll fare to be effectively charged to users, calculated and adjusted annually in accordance with sub-clause 17.3, for each toll plaza.
- (lxvi) **Initial Works:** works and services to be performed by the **Concessionaire** from the **Assumption Date**, including those necessary to meet the **Performance Parameters** set forth in the **Recovery and Maintenance Front**, as well as the deployment and operationalization of the **Operational Services Front** facilities and systems, within the indicated deadlines and in accordance with the **PER**.
- (lxvii) **Homogeneous Section:** segment of the **Highway System** delimited in Appendix B of **PER**, whose characteristics are considered homogeneous for purposes of road capacity analysis.
- (lxviii) **URT:** reference unit corresponding to 1,000 (one thousand) times the average **Toll Fare** applicable to category 1 vehicles in force on the date of payment of the fine imposed, pursuant to this **Agreement** or pursuant to law and applicable standards.

1.2 Interpretation

1.2.1 Except when the context does not allow such an interpretation:

- (i) the definitions of the **Agreement** shall apply equally in their singular and plural forms; and

- (ii) references to the **Agreement** or any other document shall include any amendments and amendments that may be made between the **Parties**.

1.2.2 In the event of any discrepancy between the **Agreement** and the **Annexes**, the provisions of the Agreement shall prevail.

1.2.3 In case of divergence between the **Annexes**, those issued by the **Granting Authority** shall prevail.

1.2.4 In the event of discrepancy between the **Annexes** issued by the **Granting Authority**, the most recent date shall prevail.

1.3 Annexes

1.3.1 The **Agreement**, for all legal and contractual purposes, includes the **Annexes** and their respective Appendices listed in this Clause:

- (i) **Annex 1:** Listing and Transfer of Goods;
- (ii) **Annex 2:** Highway Exploration Program (PER);
 - (a) Appendix A – Highway System Detailing;
 - (b) Appendix B – Homogeneous Section of the Highway System;
 - (c) Appendix C – Minimum Quantities of Operational Services Front facilities and equipment;
 - (d) Appendix D – Location of toll plazas;
 - (e) Appendix E – Basic sketches of proposed improvements;
 - (f) Appendix F – Acceleration and Deceleration Range;
 - (g) Appendix G – Frontal Conflict.
- (iii) **Annex 3:** Bank Guarantee Model;
- (iv) **Annex 4:** Guarantee Insurance Model;
- (v) **Annex 5:** Factor D, Factor A and Factor E;
- (vi) **Annex 6:** Factor C;
- (vii) **Annex 7:** Transition A;
- (viii) **Annex 8:** Transition B; and
- (ix) **Annex 9:** Risk Sharing Related to Service Level Maintenance Works.

1.4 Base Date

6.1.1 All amounts expressed in this **Agreement** are referenced to August 2019 prices and must be updated by the **IRT** throughout the execution of the contract.

2 Object of the Agreement

- 2.1** The object of the **Agreement** is the **Concession** for the exploration of the infrastructure and the rendering of the public service of recovery, operation, maintenance, monitoring, conservation, implementation of improvements, capacity expansion and maintenance of the **Highway System** service level, in the term and in the conditions set forth in the **Agreement** and the **PER** and in accordance with the **Scopes, Performance Parameters** and minimum **Technical Parameters** set out in the **PER**.
- 2.2** The **Concession** is remunerated upon collection of **Toll Charges** and other sources of income, pursuant to this **Agreement**.

3 Concession Term

- 3.1** The **Concession Term** is 30 (thirty) years from the **Assumption Date**.
- 3.2** This **Agreement** may be extended, at the **Granting Authority's** sole discretion, in the following circumstances:
- 3.2.1** for up to 5 (five) years, for purposes of economic and financial rebalancing, due to unforeseeable circumstances, force majeure, fact of administration or fact of the prince; or
 - 3.2.2** for up to 2 (two) years, justifiably, in cases where there is a study or bid in progress to replace a contract in force and there is no time for the winner of the contest to assume the object of the contract, so that there is no discontinuity in the provision of the service.
- 3.3** The administrative acts pertinent to the extension of the **Agreement** shall be adequately motivated by **ANTT**, including the deadline set, in compliance with the legislation governing the matter.
- 3.2.3** The contractual extension instrument shall specify the respective term, the works or services to be performed, the estimated values and the **Toll Fare** to be charged.
 - (i) The conditions and requirements set forth in applicable legislation and **ANTT** regulations shall be met.
- 3.4** The **Toll Fare** to be charged in the new contract period will consider the investment, operating, maintenance and conservation costs calculated by **ANTT** through the development of technical studies, observing the best practices at the time of the contract extension and the full amortization of the investments provided for in the original period of the **Agreement**.

4 Concession Goods

4.1 Composition

4.1.1 The **Concession** is comprised of the following **Concession Goods**, the ownership, custody, maintenance and surveillance of which are the responsibility of the **Concessionaire**:

- (i) the **Highway System**, as amended during the **Concession Term**, in accordance with the terms of the **Agreement**;
- (ii) all assets related to the operation and maintenance of the **Highway System**:
 - (a) transferred to the **Concessionaire**, as listed in the Listing and Transfer of Goods; and
 - (b) acquired, leased or rented by the **Concessionaire**, over the **Concession Term**, which are used in the operation and maintenance of the **Highway System**.

4.2 Highway System Assumption

4.2.1 The **Highway System** and the assets referred to in sub-clause 4.1.1 (ii) 4.1 (a) shall be transferred to the **Concessionaire** upon the signing of the **Listing and Transfer of Goods** between the **Concessionaire**, **DNIT** and **ANTT**, whose model is part of the **Annex 1**.

- (i) The **Listing and Transfer of Goods**:
 - (a) must be signed within 1 (one) month from the publication of the Contract extract in the **DOU** (Official Diary of the Union);
 - (b) must be reviewed within 1 (one) year from the **Assumption Date**.

4.2.2 Within 1 (one) month from the publication of the extract of the **Agreement** in the **DOU**, the **Concessionaire** shall request, with the competent environmental agencies, the transfer of ownership of the Environmental Regularization Commitment Terms and/or Operating Licenses aimed at the environmental regularization of the highway object of this **Agreement**.

4.2.3 The **Concessionaire** declares to be aware of the nature and conditions of the **Concession Goods** that will be transferred to it by the **Union** on the **Assumption Date**.

4.2.4 Other goods that are part of the **Highway System** and that are not included in the **Listing and Transfer of Goods** shall be listed and presented by the **Concessionaire** to **ANTT** as soon as they are identified, for purposes of regularization and insertion in the list of **Concession Goods**.

- (i) The assumption of the road segment by the **Concessionaire** is not limited to the assets listed in the Listing and Transfer of Goods mentioned in sub-clause 4.2.1 above, and shall cover the entire

Highway System granted, previously under the jurisdiction of the **Union** and its entities.

4.3 Restrictions on Alienation and Acquisition

- 4.3.1** The **Concessionaire** may only dispose of or transfer ownership of the **Concession Goods** mentioned in sub-clause 4.1.1 (ii) if it is immediately replaced by others that present technological current and operating conditions identical or superior to those replaced, or upon prior and express consent of **ANTT**.
- 4.3.2** From the beginning of the 29th (twenty-ninth) year of the **Concession**, as from the **Assumption Date**, the **Concessionaire** may not sell or transfer ownership of any assets without the express prior authorization of **ANTT**.
- 4.3.3** All **Concession Goods** or investments made therein shall be fully depreciated and amortized by the **Concessionaire** within the **Concession Term** in accordance with current legislation, and there is no need to recompose the economic-financial balance upon the expiration of the contractual term.
- 4.3.4** The provisions of this sub-clause apply to all investment obligations under the **PER**, regardless of when they are performed or requested by **ANTT**.

5 Government Authorizations

5.1 The Concessionaire shall:

- 5.1.1** obtain, renew, in a timely manner, and maintain in force all licenses, permits and authorizations necessary for the full exercise of the activities object of the **Concession**, including environmental licenses;
 - (i) Among the environmental licenses referred to in sub-clause 5.1.1, the **Concessionaire** shall obtain, renew and maintain effective:
 - (a) the licenses and permits required for the works of the **Capacity Expansion, Improvements and Service Level Maintenance Front**, provided for in item 3.2 of **PER**;
 - (b) the licenses and permits required for the new works and services eventually requested by **ANTT**, as provided in sub-clause 21.7.1 of this **Agreement**;
 - (c) land use and occupation certificates with the Municipalities in the cities intercepted by the **Concession**, whenever required by **ANTT** or when necessary to obtain licenses and other environmental authorizations;
 - (d) licenses and permits for construction sites, deposits and support areas;
 - (e) all licenses required for the operation of the **Concession**.

- 5.1.2** adopt all measures required by the competent bodies, in accordance with current legislation, to obtain, renew, maintain or regularize the licenses, permits and authorizations necessary for the full exercise of the activities object of the **Concession**, bearing the corresponding expenses and costs;
 - 5.1.3** comply with the environmental conditions already existing or that may be required by the environmental agencies, even if the license is obtained or has been requested by third parties or obtained by the Granting Authority, and bear the costs arising from them;
 - 5.1.4** obtain, renew, in a timely manner, as well as maintain in force the rights of use of water resources necessary for the exercise of the works and services of the **Concession**;
- 5.2** The **Concessionaire** shall not be exempt from liability for compliance with the deadlines for the execution of works and services provided for in **PER** when partial licenses and authorizations are obtained, provided that there are segments with at least 5 (five) continuous kilometers released for work.

6 Projects

- 6.1** The **Concessionaire** shall prepare and keep up to date the executive projects for the execution of the **Concession** works, which shall fully comply with the terms and conditions set forth in the **PER** and **ANTT** regulations.
- 6.2** The **Concessionaire** shall obtain no objection to the preliminary project, except in the case provided for in sub-clause 6.2.5, as well as present an executive project as a condition for the beginning of the execution of the works, obeying the established deadlines.
 - 6.2.1** Preliminary project analysis and presentation of the executive project procedures shall be considered as part of the deadline to obtain the authorization to start works.
 - 6.2.2** If the documents and information are presented incompletely or in violation of **ANTT** rules, the **Concessionaire** shall resubmit them in compliance with **ANTT** recommendations, without prejudice to the penalties provided for in this **Agreement** and **ANTT** Regulations.
 - 6.2.3** The **Concessionaire** shall bear the costs arising from any project adjustment needs.
 - 6.2.4** Any delays in **ANTT's** analysis will not be attributed to the **Concessionaire** when they are presented in accordance with **ANTT** standards.
 - 6.2.5** For works paid in part or in full through **Marginal Cash Flow**, no objection referred to in sub-clause 6.2 shall be based on the executive project.

- 6.3** Failure to object to the preliminary drafts and receipt of the executive projects by **ANTT** does not imply any assumption of any technical responsibility by it, pursuant to sub-clause 6.11.
- 6.4** Project changes duly accepted by **ANTT** shall follow **ANTT** regulatory procedure.
- 6.4.1** In any case, the design change requests do not dispense with the fulfillment of the originally agreed deadlines.
- 6.4.2** It is the **Concessionaire's** responsibility to submit project changes to the relevant environmental agencies.
- 6.5** If the work performed is in disagreement with the technical norms and parameters of the **PER**, necessary corrections or adjustments will be performed at the **Concessionaire's** expense, without any right to recomposition the economic and financial balance.
- 6.6** It will not be accepted that more complex, costly and functionally superior improvements will be replaced by others that do not preserve the same quality of the **Agreement**.
- 6.7** The **Concessionaire** shall submit the preliminary projects related to the **Capacity Expansion and Improvement Works** described in sub-item 3.2.1 of the **PER** at least 18 (eighteen) months in advance of the expected start date for the works.
- 6.7.1** If the environmental licensing process requires changes to the preliminary projects already submitted to **ANTT**, the **Concessionaire** shall resubmit them within 2 (two) months from the act or event that caused the changes.
- 6.8** The **Concessionaire** shall submit the preliminary projects related to the **Improvement Inventory** works, described in item 3.2.1.3 of the **PER**, within a maximum period of 3 (three) months after **ANTT** request.
- 6.9** In cases where the **Service Level Maintenance Works** are the responsibility of the **Concessionaire**, pursuant to sub-clause 9.4.4(i), the preliminary projects shall be submitted within a maximum of 4 (four) months after reaching the volumetric trigger predicted in **PER**.
- 6.10** The **Concessionaire** shall submit the executive projects relating to the **Service Level Maintenance Works** referred to in clause 9.4.4(ii) and 9.4.4(iii) within 6 (six) months from the completion of the **Volumetric Trigger** provided for in **PER**.
- 6.11** Preliminary projects and executive projects shall follow current **ABNT**, **DNIT** and **ANTT** rules, manuals and regulations, and contain the appropriate Technical Responsibility Notes.
- 6.12** **ANTT** may, pursuant to specific regulations, require the presentation of an inspection certificate for preliminary projects and executive projects, issued by an inspection body accredited for such purposes by the National Institute of

Metrology, Quality and Technology - INMETRO or by an institution designated by **ANTT**.

- 6.13** In the event of sub-clause 6.12, the arrangements and costs necessary for the inspection shall be the responsibility of the **Concessionaire**.

7 Environmental Studies and Licenses

7.1 Licenses and authorizations

7.1.1 The **Concessionaire** shall, within 1 (one) month from the publication of the extract of the **Agreement** in the **DOU**, sign with the competent environmental agencies the transfer of ownership of existing licenses and authorizations related to the **Highway System**.

7.1.2 **ANTT** may determine compliance with the obligations and conditions contained in the licenses even before the transfer of title to the **Concessionaire**, with the consent of the licensee.

- (i) In the event of expiration of said licenses and permits, the **Concessionaire** shall be responsible for renewing or initiating new environmental licensing procedures, in a manner consistent with the anticipated execution periods.

- 7.2** Environmental licenses and authorizations transferred to the **Concessionaire** at the beginning of the contract shall not be reimbursed to the **Granting Authority**.

8 Domain Expropriations and Evictions

8.1 Declaration of Public Utility

8.1.1 **ANTT** is responsible for providing the **DUP (Declaration of Public Utility)**, upon justified request of the **Concessionaire** and in compliance with current legislation and **ANTT** regulations.

8.1.2 The **Concessionaire**, at the beginning of each semester or at **ANTT's** discretion, shall present the semiannual schedule of **DUP** demands and simplified schedule of related works, with estimates of the areas to be expropriated.

8.1.3 The **Concessionaire** shall formalize the **DUP** requests in a timely manner, in order to meet the construction schedule.

8.2 Expropriations

8.2.1 It is incumbent upon the **Concessionaire**, as delegated entity of the **Granting Authority**, to promote expropriations and administrative easements, to propose administrative limitations and to temporarily occupy real property necessary for the execution and conservation of works and services related to the **Concession**.

- (i) Expropriation costs are those arising from the execution of the expropriations and administrative easements and the temporary occupation of real estate necessary for the execution and conservation of works and services linked to the **Concession**;
- (ii) They will not be covered by the expropriation amount and will not be entitled to the restoration of economic and financial balance, concessionaire expenses with legal advice, property registration and report, **DUP** preparation, court fees and expert fees.

8.2.2 The **Concessionaire** considered in the submitted **Proposal** the amount for expropriation of R\$ 13,672,195.15 (thirteen million, six hundred and seventy-two thousand, one hundred and ninety-five reais and fifteen cents)

- (i) The amount provided for expropriation shall be used exclusively for the performance of the acts referred to in sub-clause 8.2.1.

8.2.3 The **Concessionaire** shall bear all the investments, payments, costs and expenses arising from the performance of the acts referred to in sub-clause 8.2.1, by consensus or through legal proceedings, up to the limit of the amount referred to in sub-clause 8.2.2, in accordance with the recomposition of the economic and financial balance by the excess expenditures, through the **Marginal Cash Flow**, as provided for in sub-clause 21.5.

8.2.4 After the completion of the works provided for in sub-item 3.2.1 of the **PER**, the unused amount will be reverted to the tariff reduction by applying **Factor C**, pursuant to **Annex 6**, at a time to be defined by **ANTT**.

8.2.5 For the purposes of sub-clause 8.2.1, it is incumbent upon the **Concessionaire** to submit to **ANTT** in advance the following information and documents:

- (i) description of the socioeconomic structure of the affected area and the criteria adopted for valuation of the area, assessment of improvements and indemnities;
- (ii) a register discriminating the properties, according to their land situation, specifying the extension, by property, of the affected areas;
- (iii) updated certificate from the competent real estate registry with information about the ownership of the affected properties; and
- (iv) other information that **ANTT** deems relevant.

8.2.6 The promotion and conclusion of judicial processes of expropriation, institution of administrative easement, imposition of administrative limitation and provisional occupation of real property is the sole responsibility of the **Concessionaire**, with **ANTT** overseeing it.

8.2.7 The **Concessionaire** shall make efforts, with the owners or owners of the areas intended for the implementation of the facilities necessary for the exploitation of the **Concession** services, aiming to promote, in a friendly manner, the clearance of these areas.

8.2.8 The payment, by the **Concessionaire**, to the expropriated third party or on whose property was established administrative easement or provisionally occupied for the purposes provided for in this **Agreement**, when performed by private means, that is, by agreement between the **Concessionaire** and third party indicated, shall be limited to the appraisal report to be submitted to **ANTT**, subscribed by a specialized expert.

8.3 Domain Lane Evictions

8.3.1 The **Concessionaire** is responsible for maintaining the integrity of the **Highway System** domain throughout the **Concession** period, taking the necessary measures to vacate it, if and when invaded by third parties, even if the invasion occurred prior to the signing of the **Agreement**.

8.3.2 The **Concessionaire** shall submit the domain management plan to **ANTT** as defined in the **PER**, containing the vacant actions necessary to fulfill the **Concession's** goals and objectives, which shall be executed within the periods described in the **PER**.

8.3.3 The **Concessionaire** shall bear all the investments, payments, costs and expenses arising from the execution of the evictions, without being responsible for any indemnity or recomposition of the economic-financial balance due to such expenditures.

8.3.4 Upon completion of the eviction actions, the **Concessionaire** shall submit to **ANTT**, within 1 (one) month, a report confirming the execution of the plan presented and the absence of irregular occupations in the domain.

8.4 ANTT Deadlines and Authorizations

8.4.1 Failure to obtain the **DUP** within 6 (six) months from the request made to **ANTT** shall not result in liability to the **Concessionaire**, provided that the delay cannot be attributed to it.

8.4.2 It will be solely and exclusively to **ANTT**, after technical expression by the **Concessionaire**, the authorization to open new accesses or services to the **Highway System**.

9 Works and Services

9.1 Works and Services Execution Guidelines

9.1.1 The **Concessionaire** shall perform the works and services necessary to comply with the object of the **Agreement**, fully complying with the **Performance Parameters**, **Scope**, **Technical Parameters** and other

requirements established in the **Agreement** and **PER**, also observing the norms, manuals and current **ABNT**, **DNIT** and **ANTT** regulations:

- (i) the **Concessionaire** shall also implement, within a maximum period of 2 (two) years from the **Assumption Date**, Quality Management and Environmental Management Systems for all works and services required to comply with the object of the **Agreement**, based on the **ABNT** standards series NBR ISO 9000 and 14,000 and their respective updates;
- (ii) the **Concessionaire** shall implement, within 2 (two) years from the **Assumption Date**, a Road Safety Management System (SV) based on **ABNT** norm NBR ISO 39.001/2015;
- (iii) compliance with the provisions of sub-clause 9.1.1(i) will be provided upon presentation of the certificate of NBR ISO 9.001 and 14.001, issued by an accredited entity for its verification and issuance;
- (iv) compliance with the provisions of sub-clause 9.1.1(ii) will occur, if there is no accredited entity, by criteria to be proposed by **ANTT**.

9.1.2 The **Concessionaire** shall perform:

- (i) the investment obligations contained in the **PER** within the indicated terms; and
- (ii) all other works and interventions required to comply with the **Performance Parameters** and other **Technical Parameters** and **Scopes** established in the **Agreement** and **PER**, within the indicated terms.

9.1.3 The **Concessionaire** declares and guarantees to the **Granting Authority** that the quality of the projects, execution and maintenance of the works and services object of the **Concession** is, and will be, during the term of the **Concession**, sufficient and adequate to comply with the **Agreement** and the **PER**, being fully responsible for any non-compliance with the **Performance Parameters**, the **Technical Parameters** and the **Scopes** and minimum technical specifications set forth therein.

9.1.4 The **Granting Authority** undertakes to terminate, by the **Assumption Date**, all contracts relating to works and services on the **Highway System** not essential to the safety of the user that are in effect at the date of signing of the **Agreement**.

9.1.5 The **Granting Authority** undertakes to provide the **Concessionaire** with access to the entire **Highway System**, for the execution of the works and services of the **Agreement**, including the sites with works under the responsibility of the **Granting Authority**.

- 9.1.6** The **Concessionaire** is fully responsible for the measures and costs associated with the removal and/or reallocation of the existing interferences in the **Highway System** that are necessary for the execution of the works and services object of this **Agreement**, observing the sub-clause 9.1.7.
- 9.1.7** In the event of removal and/or relocation of **Interferences** from infrastructures not belonging to the **Highway System**, which are irregular in the domain lane or when the third party has no contractual responsibility for their removal and/or relocation, the **Concessionaire** shall be compensated for the costs arising, upon its conclusion, by restoring the economic and financial balance of the **Agreement**.
- 9.1.8** The **Concessionaire** is fully responsible for the maintenance and energy consumption expenses of existing and new electrical and lighting systems, as provided for in **PER**.
- 9.1.9** Inclusions, exclusions or alterations of works and services, except for the assumptions provided for in sub-clauses 9.3.4, 9.4, 9.6.2(ii) and 9.7.19.6.3, shall be carried out exclusively through a five-year review.
- (i) Inclusions or alterations of works and services that have proven repercussions on the **Concessionaire's** liability costs will imply the corresponding recomposition of the economic-financial balance of the **Agreement** through the use of **Marginal Cash Flow**.
 - (ii) The exclusion of works and services will result in the corresponding restoration of the economic and financial balance of the **Agreement** through the use of the **Rebalancing Discount**.
 - (iii) For the application of **Rebalancing Discount** or **Increase** for works and services that do not have percentages provided for in **Annex 5**, **ANTT** may define new percentages based on feasibility studies that subsidized the structuring of the **Concession**.
- 9.1.10** For the **Contour Works of Urban Stretches** dependent on municipal and state approvals, the proposal for its implementation may be submitted by the **Concessionaire** under the terms of clause 9.5 and item 3.2.2 of the **PER**, being its inclusion subject to the occurrence of five-year review.
- 9.1.11** Any additions, exclusions and alterations of works or services that may result in the restoration of the economic and financial balance of the **Agreement** through the application of **Marginal Cash Flow** shall be subject to specific adjustments to be formalized by means of an addendum.
- (i) In addition to the provisions of this **Agreement**, any additions, exclusions and changes to works and services shall comply with conditions and criteria set forth in **ANTT** regulations.

9.2 Recovery and Maintenance Front Works and Services

- 9.2.1** The works and services of each of the **Highway System** segments described in **PER** on the **Recovery and Maintenance Front** shall meet the **Scope** and **Performance Parameters** within the indicated deadlines.
- 9.2.2** In the event that the **Concessionaire** does not meet the **Performance Parameters** set forth in the **Recovery and Maintenance Front**, **ANTT** shall apply the penalties provided for in this **Agreement** and in **ANTT** regulations, without prejudice to the recomposition of the economic and financial balance through the automatic application of the **Rebalancing Discount** provided for in sub-clause 21.6 of this **Agreement**.
- 9.2.3** Until the completion of any **Contour Works in Urban Stretches**, the **Concessionaire** shall comply with the **Scope** and **Performance Parameters** set forth in the **Recovery and Maintenance Front** in the contoured urban stretches.

9.3 Capacity Expansion and Improvement Works and Operational Services Front

- 9.3.1** The **Capacity Expansion and Improvement Works** and the **Operational Services Front** of each of the **Highway System** segments described in the **PER** shall be completed and in operation within the term and under the conditions established in the **PER**, observing the **Scope**, the expected **Technical Parameters** and **Performance Parameters**.
- (i) For the application of **Factor D**, the percentages of physical execution of the work or services determined by **ANTT** shall be considered.
- (ii) Without prejudice to the possibility of **ANTT** demanding proof of execution of other activities included in the **Scope**, **Technical Parameters** and **Performance Parameters** set forth in the **PER**, the completion of the works and services described in the **PER** will be attested in accordance with sub-clause 9.7 and according to specific **ANTT** procedure.
- 9.3.2** **ANTT** may approve, on a case-by-case basis, the change of the device type and/or its displacement, provided for in item 3.2.1.2 of the **PER**, provided that its functionality is maintained, that no inferior solution is applied, and that the new solution and location have less social and environmental impact.
- (i) If the envisaged change results in a delay in the submission deadline, resubmission of the preliminary draft or in any way reflects in obtaining the necessary environmental licenses or permits, the deadline for obtaining licenses or permits for such devices shall be extended in an equivalent manner to the verified

delay, not generating any right to economic-financial rebalancing in favor of the **Concessionaire**.

9.3.3 In the event of the **Concessionaire** not completing the works or providing the services within the deadlines and with the specifications provided for in the **PER**, **ANTT** shall apply the penalties provided for in this **Agreement** and **ANTT's** regulation, without prejudice to the recomposition of the economic and financial balance, which will occur upon automatic application of the **Rebalance Discount** provided for in sub-clause 21.6 of this **Agreement**.

9.3.4 The inclusion of improvement works will be based on the **Improvement Inventory**, as provided for in item 3.2.1.3 of **PER**.

9.3.4.1 The works of the **Improvement Inventory** will be executed upon request by **ANTT**, which may be performed at any time during the term of the **Agreement**.

9.3.4.2 The restoration of the economic and financial balance resulting from the execution of works of the **Improvement Inventory** shall be effected by applying **Factor E**, as provided for in **Annex 5** to this **Agreement**.

(i) **Factor E** will be applied to the tariff only in the ordinary review subsequent to the completion of the improvement work requested by **ANTT**.

9.3.4.3 **ANTT's** request for execution of the **Improvement Inventory** will constitute a contractual obligation to complete it within 18 (eighteen) months from **ANTT's** request.

(i) If additional expropriation is required, 6 (six) months will be added to the deadline.

(ii) After the deadline for the completion of the improvement work, in the event of non-execution, the penalties provided for in this **Agreement** and **ANTT** regulations will apply..

(iii) **ANTT** will indicate the location of the intervention, being a condition for the commencement of works to obtain no objection to the preliminary project and the presentation of the executive project as provided for in clause 6 of this **Agreement**.

9.3.4.4 The **Improvement Inventory** shall be 5.20% of the **Basic Toll Fare**, prior to the application of the **Time Adjustment Coefficient**, and its utilization shall be composed based on the percentages of improvements established in Table 5 of **Annex 5**.

(i) As this is an obligation whose risk is already allocated to the **Concessionaire**, the **Improvement Inventory** will not be

able to provide for additional level returns related to the capacity expansion project dealt with in item 3.2.1.1 of **PER**.

- (ii) No work of the same nature may be included that implies the restoration of the economic and financial balance of the **Agreement** through the use of **Marginal Cash Flow**, as long as there is an **Improvement Inventory** balance that allows the full inclusion of the requested improvement.
- (iii) The inclusion of improvement works related to the capacity expansion works referred to in sub-clause 9.4.4 shall be based on the **Improvement Inventory**.

9.3.4.5 Upon the complete depletion of the **Improvement Inventory**, any inclusion of improvement works will entail the restoration of the economic and financial balance of the **Agreement** through the use of **Marginal Cash Flow**.

- (i) In the event that the **Improvement Inventory** balance does not allow the full inclusion of the requested device, only the percentage not covered by the existing balance shall be allocated to the **Marginal Cash Flow**, observing the five-year review procedure provided for in sub-clause. 17.5.

9.4 Service Level Maintenance Works

9.4.1 The **Service Level Maintenance Works** are those listed in item 3.2.3 of the **PER**, corresponding to the works and services to expand the capacity of the **Highway System**, conditioned to the volume of traffic, whose execution will depend on the achievement of the **Volumetric Trigger** in the as provided in this **Agreement** and the **PER**.

9.4.2 The location of the **Volumetric Trigger** measurement point will be defined by **ANTT** based on the criterion of highest representativeness of the **Homogeneous Section**.

- (i) The **Volumetric Trigger** will be measured until the 25th year of the **Agreement**, since its achievement after this period will not entail new obligations to the **Concessionaire**.
- (ii) If the traffic characteristics of the **Homogeneous Section** substantially change, **ANTT** may request to change the location of the measuring point, preserving the criterion provided for in sub-clause 9.4.3, and the economic and financial balance of the **Agreement** shall not be adjusted.

9.4.3 Achievement of the **Volumetric Trigger** will constitute the contractual obligation to carry out the corresponding capacity expansion works as provided for in the **PER**, as well as oblige the **Concessionaire** to permanently monitor traffic in the respective extended **Homogeneous**

Sections, including adapting all operating equipment, as required by sub-clause 13.2.

9.4.4 The allocation of the risk related to the costs of performing the **Service Level Maintenance Works** shall be as set out in **Annex 9**.

- (i) It will not be possible to recompose the economic-financial balance for works triggered by the **Volumetric Trigger** whose risk is allocated to the **Concessionaire**.
- (ii) For works triggered by the **Volumetric Trigger** whose risk is allocated to the **Granting Authority**, the economic-financial balance shall be recomposed after the conclusion of the work, through the **Marginal Cash Flow**, subject to the provisions of sub-clause 9.4.9.
- (iii) For works triggered by the **Volumetric Trigger** whose risk is shared between the **Granting Authority** and the **Concessionaire**, the restoration of the economic and financial balance of the portion under the **Granting Authority's** responsibility shall occur upon the work completion, through **Marginal Cash Flow**, subject to the provisions of 9.4.9.
- (iv) The measurement of the risk allocation, as per **Annex 9**, will be carried out within the scope of the ordinary review subsequent to the moment the triggering of the **Volumetric Trigger** occurs.

9.4.5 The achievement of the **Volumetric Trigger** will constitute the contractual obligation to perform the corresponding capacity expansion works, as provided for in the **PER**, as well as the **Concessionaire** to carry out permanent traffic monitoring in the respective extended **Homogeneous Sections**, including adapting all required operational equipment.

9.4.6 The **Concessionaire** shall perform the **Service Level Maintenance Works** based on a schedule to be submitted to **ANTT**, in the minimum quantity of 40 (forty) kilometers for each **Concession** year, except in the event that the fulfillment of said contractual obligation requires lower quantity.

- (i) The order of execution of the **Service Level Maintenance Works** shall respect the annual chronological triggering order of the **Volumetric Triggers**.
- (ii) The **Concessionaire** is responsible for initiating all necessary preparatory procedures, including prior to reaching the **Volumetric Trigger**, to comply with the schedule set forth in sub-clause 9.4.7.

9.4.7 Failure to perform **Service Level Maintenance Works** in the **Concession** year immediately following the achievement of the **Volumetric Trigger**, whose risk is allocated to the **Concessionaire**, shall

subject the **Concessionaire** to the application of the **Rebalancing Discount**, without prejudice to the application of the penalties provided for in the **Agreement**.

- (i) **Factor D** will be applied to the sum of the **Service Level Maintenance Works** whose achievement of the **Volumetric Trigger** has occurred and its completion has not occurred in the immediately following **Concession** year, regardless of the schedule presented to **ANTT** and the **Concessionaire** has given cause.
- (ii) There will only be a penalty, pursuant to clause 19, when the cause of non-execution of the **Service Level Maintenance Works** provided for in the schedule submitted to **ANTT** is attributed to the **Concessionaire**.

9.4.8 Service Level Maintenance Works shall only be performed concurrently or after the execution of the capacity expansion works of the respective homogeneous sections provided for in item 3.2.1 of the **PER**, even if the **Volumetric Triggers** are previously achieved, observing the sub-clause 9.4.7.

9.4.9 In the event that the application of the rule set forth in **Annex 9** results in a risk allocation to the **Granting Authority**, in whole or in part, **ANTT** shall consult the **Granting Authority** as to the timeliness and convenience of the execution of works triggered by the **Volumetric Trigger**.

- (i) If so, **ANTT** will authorize the execution of the works and the corresponding economic and financial rebalancing of the **Agreement**.

9.5 Contour Works in Urban Stretches

9.5.1 If the originally planned urban crossing solution no longer meets the road safety and fare moderation precepts under the terms of item 3.2.2 of the **PER**, or if there is any socio-environmental impediment to its adequacy, the **Concessionaire** may propose to **ANTT** the implementation of double lanes through contour in urban stretches.

9.5.2 The inclusion of **Contour Works in Urban Stretches** is subject to the demonstration of advantage compared to the urban crossing solution, observing the aspects described in sub-clause 9.5.1.

9.5.3 The restoration of the economic and financial balance resulting from the inclusion of **Contour Works in Urban Stretches** will be carried out pursuant to clause 21 of this **Agreement**.

- (i) Within 6 (six) months after **ANTT**'s approval for the start of studies on **Contour Works in Urban Stretches**, the **Concessionaire** shall submit a Technical, Economic and Environmental Feasibility Study (EVTEA) regarding the intended contour, in accordance with **ANTT**

regulations, including observing the aspects described in sub-clause 9.5.1.

- (ii) If **ANTT** decides, based on the conclusions of the EVTEA and the Social Participation and Control Process, to include the contour section, the **Concessionaire** shall submit two executive projects, of the original stretch and of the contour, within 8 (eight) months for their approval.
- (iii) Costs arising from the difference between the new proposal and the original proposal will be rebalanced: if it is positive, the amount will be recomposed using the **Marginal Cash Flow**; if not, it will be reverted to the tariff reduction.
- (iv) Pursuant to **ANTT** specific regulation, for the final definition of the amounts to be rebalanced, regulatory instruments that reproduce the effects of competition on the cost of **Contour Works in Urban Stretches** may be applied.

9.5.4 If the contour layout is not approved by **ANTT**, the **Concessionaire** remains obliged to carry out the **Capacity Expansion and Improvement Works** within the original terms and conditions, without the right to economic and financial rebalancing.

9.5.5 Upon completion of any **Contour Works on Urban Stretches**, the contoured urban section will be transferred to the **Granting Authority**.

9.6 Works performed by the Granting Authority

9.6.1 During the term of the **Concession**, exceptionally and if so required by the public interest, the **Granting Authority** may carry out works on the granted **Highway System**.

9.6.2 The works under the responsibility of the **Granting Authority** shall be transferred to the **Concessionaire**, together with the other assets of the respective segment, after their total or partial completion.

- (i) Upon the transfer of the work by the **Granting Authority**, the amendment to the **Listing and Transfer of Goods** shall be formalized and the inventory updated with the list of **Concession Goods**.
- (ii) Additional works and services that may be required as a result of the investments made by the **Granting Authority** may be attributed to the **Concessionaire**, and the corresponding economic-financial balance of the **Agreement** shall be recomposed.

9.6.3 In exceptional cases in which the **Concessionaire** is required to perform the works under the responsibility of the **Granting Authority**, in whole or in part, the economic and financial balance of the **Agreement** shall be recomposed pursuant to clause 21 of this **Agreement**.

- 9.6.4** The **Concessionaire** shall monitor the execution of each construction phase of the **Granting Authority's** works, at which time all inconsistencies between the work and its projects shall be reported to **ANTT**.
- 9.6.5** Upon the total or partial transfer of the works of the **Granting Authority** to the **Concessionaire**, the **Concessionaire** shall have 1 (one) month to send to **ANTT** a provisional receipt document stating:
- (i) All inconsistencies between the work and its project;
 - (ii) All inconsistencies observed regarding compliance with the following **Performance Parameters**:
 - (a) Maximum longitudinal irregularity required in item 3.1.1 of the **PER** for the 60th (sixtieth) month of the **Concession**.
 - (b) Characteristic deflection (DC) required in **PER** item 3.1.1 for the 60th (sixtieth) month of the **Concession**.
 - (iii) The elements of the **Performance Parameters** to be adjusted will be approved by **ANTT** in accordance with specific resolutions, and the **Concessionaire** will be granted a compatible period for its execution.
- 9.6.6** Subject to the deadline defined in sub-clause 9.6.5, if the inconsistencies are not verified, the **Concessionaire** shall send to **ANTT** the final receipt of the works of the **Granting Authority**.
- (i) The final receipt document of the works referred to in sub-clause 9.6.6 shall contain a list of the **Performance Parameters** provided for in the **PER** not met.
 - (ii) A compatible deadline will be granted for the execution of the elements of the **Performance Parameters** to be appropriate.
 - (iii) After the term granted, the non-adequacy of the **Performance Parameters** of the **Granting Authority's** works received by the **Concessionaire** will result in the application of the **Rebalancing Discount**, without prejudice to the application of the penalties provided for in the **Agreement**.
- 9.6.7** During the liability period provided by law, constructive defects observed in goods transferred to the **Concessionaire**, even if not verified at the events provided for in sub-clauses 9.6.4 and 9.6.5, shall be communicated to **ANTT**.
- (i) Within 2 (two) months from the date of receipt of the **Concessionaire's** communication, **ANTT** shall determine the measures to be taken to remedy the constructive defects observed in the assets transferred to the **Concessionaire**.

- (ii) Upon definitive receipt, the **Concessionaire** shall be responsible for the implementation of the works and services of the **Conservation Front** and the **Operational Services Front** and all other obligations provided for in the **PER**, and shall comply with all **Performance Parameters, Technical Parameters**, as well as the deadlines and conditions established.

9.6.8 Any works of the **Granting Authority**, whose contracts are in force at the time of publication of the Notice and which are not concluded until the signing of the **Agreement**, shall be assumed by the **Concessionaire** on the **Assumption Date** and concluded within a period to be agreed with **ANTT**, without the right to recompose the economic-financial balance.

- (i) Excerpts in this situation shall be included in the Listing and Transfer of Goods to be signed pursuant to sub-clause 4.2.1.

9.6.9 Costs arising from adjustments and complements of works performed by the **Granting Authority** prior to the **Assumption Date**, including those not completed, which compliance with the **Performance Parameters** provided for in **PER**, shall not result in the restoration of economic and financial balance. of the **Agreement**.

9.7 Proof to ANTT

9.7.1 In order to comply with the **PER**, the **Concessionaire** shall prove to **ANTT** the completion of each of the works in the respective schedules and compliance with the **Scope, Performance Parameters** and **Technical Parameters**.

9.7.2 Proof of completion of each of the works will be performed in accordance with **ANTT's** specific procedure, and shall be preceded by the delivery of the “as built” project by the **Concessionaire**, as set forth in item 3.2.5.3 of **PER**.

10 Declarations

10.1 The **Concessionaire** declares that it has obtained, by itself or by third parties, all information necessary for the fulfillment of its contractual obligations.

10.2 The **Concessionaire** will not in any way be released from its contractual obligations, nor will it be entitled to be compensated by the **Granting Authority**, due to any incorrect or insufficient information, obtained through **ANTT**, the **Union** or any other source, acknowledging that it was It is your responsibility to make your own surveys to verify the appropriateness and accuracy of any information you have provided or made available.

11 Agreement Performance Guarantee

- 11.1 The **Concessionaire** shall maintain, in favor of **ANTT**, as guarantee of the faithful fulfillment of the contractual obligations, the **Agreement Performance Guarantee** in the amount indicated in the table below:

Period	Amount
Throughout the Agreement Term	R\$ 172,000,000.00 (one hundred and seventy-two million reais)

- 11.1.1 The **Agreement Performance Guarantee** will be updated by the **IRT**.
- 11.1.2 For the purpose of defining the value of the guarantee established according to the table above, the **Agreement Term** is considered to be its original period, plus any extensions of contractual term.
- 11.2 The **Concessionaire** shall remain responsible for fulfilling the contractual obligations, regardless of the use of the **Agreement Performance Guarantee**.
- 11.3 The **Agreement Performance Guarantee**, at the **Concessionaire's** discretion, may be provided in one of the following ways:
- 11.3.1 collateral, in cash or securities of the federal public debt;
- 11.3.2 bank guarantee, in the form of the model included in **Annex 3**; or
- 11.3.3 guarantee insurance, the policy of which shall comply with at least the content of **Annex 4**.
- 11.4 Letters of guarantee and guarantee insurance policies shall be valid for at least 1 (one) year from the date of issue, being the sole responsibility of the **Concessionaire** to maintain them in full and uninterrupted form throughout the **Agreement Term**, and to do so promote renewals and updates that are required at least 1 (one) month prior to the expiration of the guarantees.
- 11.4.1 Any changes to the contents of the letter of guarantee or guarantee insurance must be previously submitted to **ANTT's** approval.
- 11.4.2 The **Concessionaire** shall send to **ANTT**, in accordance with current regulations, documentary evidence that the bank guarantee letters or guarantee insurance policies have been renewed and have their values adjusted in accordance with sub-clause 11.1.1.
- 11.5 Without prejudice to the other assumptions provided for in the **Agreement** and the regulations in force, the **Agreement Performance Guarantee** may be used when:
- 11.5.1 the **Concessionaire** does not perform the investment obligations provided for in the **PER** or the interventions necessary to meet the **Performance Parameters**, the **Technical Parameters**, or perform them in disagreement with the established;

- 11.5.2 the Concessionaire does not pay the fines imposed on it, pursuant to the **Agreement** and **ANTT** regulations;
 - 11.5.3 the return of **Reversible Goods** is not in accordance with the requirements set forth in the **Agreement**, including, but not limited to, compliance with the **PER**, the **Performance Parameters** and the action plan and other requirements established by **ANTT** as a result of the provisions of sub-clause 35.3.3;
 - 11.5.4 the **Concessionaire** does not, within due time, make the payment of the inspection amount, as provided for in sub-clause 14.10, as well as any indemnities or other pecuniary obligations under the **Concessionaire** related to the **Concession**; and
 - 11.5.5 there is failure to comply with the obligations referred to in clause 35.
- 11.6 The **Agreement Performance Guarantee** may also be executed whenever the **Concessionaire** does not take measures to remedy a breach of legal, contractual or regulatory obligation, without any formality other than the notification sent by **ANTT**, in accordance with current regulations, which does not exempt the **Concessionaire** from the responsibilities assigned to it by the **Agreement**.
- 11.7 Whenever **ANTT** uses the **Agreement Performance Guarantee**, the **Concessionaire** shall replace the amount used, recomposing the full amount within 30 (thirty) business days from the date of its use, and during this **Concessionaire** shall not be exempt from the responsibilities assigned to it by the **Agreement**.

12 Users Rights and Obligations

- 12.1 Without prejudice to other rights and obligations provided by law, **ANTT** regulations and other applicable legal acts, the rights and obligations of users of the **Highway System** are:
- (i) obtain and use the services related to the **Concession**, in compliance with the rules of the National Traffic Council - CONTRAN and **ANTT**;
 - (ii) receive from **ANTT** and the **Concessionaire** information for the correct use of the service rendered by the **Concessionaire** and for the defense of individual or collective interests;
 - (iii) inform **ANTT** and the **Concessionaire** of any irregularities of their knowledge concerning the service rendered;
 - (iv) report to the competent authorities any unlawful acts performed by the **Concessionaire** in the provision of the service; and
 - (v) pay the **Toll Fare**.

13 Provision of Information and Access to the Highway System

13.1 Within the **Concession Term**, and without prejudice to other obligations to provide the information set forth in the **Agreement**, **PER** and applicable law, the **Concessionaire** shall:

13.1.1 inform **ANTT** of any and all fact that materially changes the normal development of the **Concession**, presenting, in writing and within 1 (one) month from the occurrence, a detailed report on this fact, including, if appropriate, technical advice, with measures taken to remedy the problem;

13.1.2 submit to **ANTT**, within the time limit set by it, additional or complementary information that it may formally request;

13.1.3 submit to **ANTT**, at the frequency established by it, a report with detailed information on:

- (i) traffic and accident statistics, with analysis of critical points and remedial measures implemented or to be implemented;
- (ii) the state of conservation of the **Highway System**;
- (iii) environmental monitoring throughout the **Highway System**, as per item 5 of the **PER**;
- (iv) the execution of the works and services of the **Concession**;
- (v) the performance of its activities, specifying, among others, the manner of carrying out the works and rendering of services related to the object of the **Agreement**, the results of the operation of the **Highway System**, as well as the programming and financial execution; and
- (vi) the **Concession Goods**, including **Reversible Goods** to the **Union**, regarding the description of their state, value, and effective control during the entire exploration period, pursuant to **ANTT** regulations;

13.1.4 submit to **ANTT**, quarterly, the balance sheet and its complete financial statements corresponding to the previous quarter, pursuant to **ANTT** regulations;

13.1.5 submit to **ANTT**, as per specific resolution, as well as publish in the **DOU** and in a widely circulated newspaper the Complete Annual Financial Statements, duly audited by an independent auditing company registered with the **CVM**, in accordance with the Brazilian accounting rules and regulations of the **ANTT**, highlighting the following information for the year ended December 31 of the previous year:

- (i) details of **Related Party** transactions, including explanatory notes sufficient to identify the parties involved and verify the conditions practiced;
- (ii) depreciation and amortization of assets;
- (iii) provision for contingencies (civil, labor, social security, tax, environmental or administrative);
- (iv) management report;
- (v) report of the external auditors;
- (vi) report of the fiscal council, if any;
- (vii) statement by the **Concessionaire** containing the amount of its paid-in capital and the changes in its corporate composition;
- (viii) derivative transactions or other financial instrument backed by indices or rates; and
- (ix) distribution of profits and dividends;

13.1.6 keep updated register of the technicians responsible for the projects, the works carried out and the services rendered during the **Concession Term**; and

13.1.7 disclose on its website the following information throughout the **Concession Term**:

- (i) **Toll Fares** prevailing in each of the toll plazas, as well as the changed percentage of the toll due to the application of **Factor D**, **Factor A**, **Factor E** and **Factor C**, in addition to the history and graph of the evolution of the tariffs since the beginning of collection, with their respective effective dates;
- (ii) monthly accident statistics during the **Concession**, including the identification of the location and cause (when provided by public entities or agencies), as well as the measures taken to reduce the incidence, as provided for in the **PER**;
- (iii) traffic conditions for homogeneous sections, updated daily and with guidance to users; and
- (iv) monthly vehicle movement statistics, by vehicle type (motorcycle, passenger car, truck and bus), in each of the toll plazas.

13.2 The **Concessionaire** shall perform permanent traffic monitoring - including volumetric counts, measurements and other procedures established in the **PER** at the **Highway System** locations required to:

- (i) verification of compliance with its obligations;

- (ii) verification of the obligation to perform **Service Level Maintenance Works** referred to in sub-clause 9.4;
 - (iii) verification of the need to make improvements to interconnection devices, pursuant to the **PER**.
- 13.3** The reports, documents and information provided for in this clause shall integrate the database, in electronic basis, according to the minimum standard determined by **ANTT**.
 - 13.3.1** **ANTT** shall be granted unrestricted and real-time access to the database referred to in sub-clause 13.3.
 - 13.3.2** Up-to-date information from the permanent traffic monitoring referred to in sub-clause 13.2, notably the measurement of the **Homogeneous Sections Volumetric Trigger** subject to capacity expansion conditional on the volume of traffic, shall be made available to **ANTT**, in real time and through exclusive electronic access
- 13.4** The **Concessionaire** shall adopt the List of Accounts, the standardized Financial Statements and the guidelines contained in the most recent version of the Accounting Manual of the Granted Federal Highway Infrastructure Public Service to record the bookkeeping of its operations.
- 13.5** It is incumbent upon the **Concessionaire** to inform the authorities of any illegal or unlawful acts or facts of which it is aware as a result of the activities object of the **Concession**.
- 13.6** It is the **Concessionaire's** obligation to maintain a SAC (Customer Service) with a minimum structure to support users' demands, pursuant to **ANTT's** specific resolution.
- 13.7** The **Concessionaire** is responsible for labor, social security, tax and commercial charges, among others, resulting from the execution of this **Agreement**.
- 13.8** At any time, **ANTT**, or any third party authorized by it, will have unrestricted access to the **Highway System** and **Concession Goods** to conduct field research, public interest studies, among others.
- 13.9** The **Concessionaire** shall adopt, especially in relation to Related Party transactions, the best corporate governance practices recommended by the Brazilian Code of Corporate Governance - Publicly-held Companies, issued by the Brazilian Institute of Corporate Governance (IBGC), and, as a complement, by the New Market Regulations, or those who may replace them as a reference before the **CVM**.
- 13.10** The **Concessionaire** shall, within 1 (one) month from the effective date of this **Agreement**, develop, publish and implement **Related Party Transaction Policy**, observing, as appropriate, the best practices referred to in sub-clause 13.9, and containing at least, the following elements:

- (i) criteria that must be complied with when conducting transactions between the **Concessionaire** and its **Related Parties**, requiring the observance of fair conditions, compatible with market practice;
- (ii) procedures to assist in the identification of individual situations that may involve conflicts of interest and, consequently, determine the voting impediment in relation to shareholders or managers of the **Concessionaire**;;
- (iii) procedures and persons responsible for identifying **Related Parties** and classifying transactions as **Related Party** transactions;
- (iv) indication of the approval instances of **Related Party** transactions, depending on the amount involved or other relevant criteria;
- (v) requirement to conduct a competitive process with the market, according to rules approved by the Company's management, as a condition of contracting with **Related Parties** the works and services related to Clause 9 of this **Agreement**; and
- (vi) the duty of the Company's management to formalize, in a written document to be filed with the company, the justifications for selecting **Related Parties** over market alternatives.

13.11 The **Related Party Transaction Policy** shall be updated by the **Concessionaire** as necessary, taking into account the updates to the best practice recommendations referred to in sub-clause 13.9, and the need to include or amend specific provisions aimed at making the transparency of the **Related Party** transactions more effective.

13.12 Within 1 (one) month from the execution of a contract with **Related Parties**, and with at least 5 (five) business days from the beginning of the performance of the obligations agreed therein, the **Concessionaire** shall disclose, on its website, the following information about the hiring performed:

- (i) general information about the contracted **Related Party**;
- (ii) object of the contracting;
- (iii) contracting term;
- (iv) general conditions of payment and readjustment of amounts related to the contracting; and
- (v) management's justification for contracting with the **Related Party** in view of market alternatives.

14 ANTT Inspection and Traffic Safety

14.1 The supervisory powers of the execution of the **Agreement** shall be exercised by **ANTT**, directly or by covenant.

- 14.2** At any time, **ANTT**, or any third party authorized by it, shall have unrestricted access to the **Highway System**, as well as to the **Concession Goods**, to perform its duties.
- 14.3** At any time, **ANTT** shall have unrestricted access to data relating to management, contracts entered into by the **Concessionaire**, accounting and the technical, economic and financial resources relevant to the **Concession**, to perform its duties.
- 14.4** **ANTT's** supervisory and control bodies are responsible for supervising, inspecting and auditing the **Agreement**, as well as evaluating the **Concessionaire's** performance, which may be performed at any time.
- 14.5** The determinations that may be issued within the scope of the planned inspections shall be immediately applicable and shall be binding on the **Concessionaire**, without prejudice to any appeal that may be applicable.
- 14.6** **ANTT's** inspection shall record, in the proper term for the registration of events, the occurrences verified in the inspections, formally forwarding it to the **Concessionaire** to regularize the faults or defects found.
- 14.6.1** The non-regularization, within the established deadlines, of the faults or defects indicated in the proper term for the registration of occurrences shall constitute contractual infraction and will result in the issuance of the infraction notice, without prejudice to the incidence of the **Rebalancing Discount** due to non-compliance with the indicators as assessed in **Annex 5**.
- 14.6.2** Violation by the **Concessionaire** of **ANTT's** legal, contractual or resolution precludes the drawing up of the due notice of infraction, in accordance with the regulations.
- 14.6.3** If the **Concessionaire** does not comply with **ANTT's** determinations in the scope of the inspection, **ANTT** will be able to correct the situation, directly or through a third party, at the expense of the **Concessionaire**.
- 14.7** The **Concessionaire**, without prejudice to the applicable penalties, will be required to repair, correct, remove, rebuild or replace, at its expense, the works and services pertinent to the **Concession** in which there are defects or inaccuracies resulting from the execution or materials employed, within the deadlines set by **ANTT**.
- 14.7.1** **ANTT** may require the **Concessionaire** to submit an action plan aimed at repairing, correcting, removing, rebuilding or replacing any work or service rendered in a biased, defective or incorrect manner pertinent to the **Concession**, within a period to be established by **ANTT**.
- 14.8** **ANTT** will periodically inspect the **Highway System**, in order to constantly verify its condition, and in order to ensure that it will be in the proper conditions and

provided for in the **Agreement** and **PER** upon its reversal to the **Granting Authority**.

- 14.9** Upon receipt of the notifications issued by **ANTT**, the **Concessionaire** may exercise the right to broad defense and contradictory, pursuant to **ANTT** regulations.

14.10 Inspection Budget

- 14.10.1** The **Concessionaire** shall collect from **ANTT**, throughout the **Concession Term**, the inspection amount, which will be used to cover expenses with the **Concession** inspection, beginning in the first month after the **Assumption Date**.

- (i) The amount as inspection budget shall consist of an annual amount of R\$ 5,121,259.28 (five million one hundred twenty-one thousand two hundred fifty-nine reais and twenty-eight cents), to be updated by **IRT**.

- 14.10.2** The annual inspection budget will be distributed in 12 (twelve) monthly installments of the same amount and paid to **ANTT**'s account by the 5th (fifth) business day of the month following the month of maturity.

- 14.10.3** The use of the supervisory allowance for any type of compensation in adjustments or revisions of the **Agreement** is prohibited throughout the **Agreement**.

14.11 Traffic Safety

- 14.11.1** The **Concessionaire** shall make available to **ANTT**, throughout the **Concession Term**, from the first month after the **Assumption Date**, an annual amount for traffic safety, exclusively for the cost of programs related to accident prevention, traffic education and communication.

- (i) The amount for traffic safety shall be in the annual amount of R\$ 449,656.80 (four hundred and forty-nine thousand six hundred and fifty-six reais and eighty cents) to be updated by the **IRT**.
- (ii) **ANTT** will indicate the manner and opportunity in which the **Concessionaire** will make available this annual amount for traffic safety, which may:
 - (a) compose funds with funds from federal highway concessions under the responsibility of **ANTT**;
 - (b) be applied directly to goods and services related to the **Highway System**; or
 - (c) revert in favor of tariff moderation.

15 Resources for Technological Development – RDT

- 15.1** During the entire **Concession** period, as from the first month after the **Assumption Date**, the **Concessionaire** shall annually allocate the amount of eight hundred and fifty-three thousand five hundred and forty-three reais and twenty-three cents), to be updated by the **IRT**, to projects and studies aimed at technological development.
- 15.2** The resources referred to in sub-clause 15.1, when not used for the purposes for which they are intended for the year, may be reverted to the tariff reduction upon ordinary reviews, as provided for in **ANTT** regulations.
- 15.3** The products and studies resulting from the application of Resources for Technological Development will be the property of **ANTT**.

16 Remuneration

- 16.1** The sources of revenue of the **Concessionaire** shall be those arising from the receipt of the **Toll Fare**, **Extraordinary Revenues** and the respective financial income from them.

17 Toll Fare

17.1 Start of Charging

17.1.1 The **Toll Fare** may only start being charged after cumulatively:

- (i) the completion of the **Initial Works** along these sections, as set forth in the **PER**;
- (ii) the implementation of at least one toll plaza;
- (iii) proof of payment of the capital stock, as provided in clause 23;
- (iv) the delivery of the accident reduction program; and
- (v) the delivery of the register of environmental liabilities.

17.1.2 The completion of the **Initial Works** in accordance with the provisions of the **PER** will be attested, upon prior request by the **Concessionaire**, by means of a Survey Term, to be issued by **ANTT** within 1 (one) month from the date of receipt of its request.

17.1.3 The implementation of toll plazas in accordance with the provisions of the **PER** will be attested, upon prior request by the **Concessionaire**, by means of a Survey Term, to be issued by **ANTT** within 1 (one) month from the date of receipt of its request.

17.1.4 After complying with the provisions of sub-clause 17.1.2, **ANTT** shall issue, within 10 (ten) days, an authorizing act for the beginning of the **Toll Fare** collection by the **Concessionaire**.

- 17.1.5** In the event that the works and services described in sub-clause 17.1.117.1.2 do not comply with the provisions of **PER** or exhibit defects, defects or inaccuracies, **ANTT** will notify the **Concessionaire**, indicating the requirements to be met.
- 17.1.6** The **Concessionaire** will start charging the **Toll Fare** within 10 (ten) days from the date of dispatch of the act referred to in sub-clause 17.1.4.
- (i) During this period, the **Concessionaire** will disclose the toll fare start date, its values, the vehicle weighing process and other pertinent information, including the user service system.
- 17.1.7** If the requirements are met, the collection of the **Toll Fare** may be authorized prior to the deadline established in the **PER**, and the **Concessionaire** will be entitled to the gains arising from the anticipation of the receipt of tariff revenues.

17.2 Tariff System

- 17.2.1** The Concessionaire shall organize the collection of the **Toll Fare** under the **PER** toll collection system, implementing it with the highest management efficiency possible, in order to cause the users of the **Highway System** minimal discomfort and waste of time.
- 17.2.2** In order to maintain adequate traffic flow and provide users with more convenience, the **Toll Fare** values shall be rounded, subject to the terms of sub-clause 17.3.4.
- 17.2.3** The **Granting Authority**, in the course of the **Agreement**, is prohibited from establishing tariff privileges that benefit specific segments of users of the **Highway System**, except in compliance with the law, in compliance with the provisions of article 35 of Law No. 9,074 / 95, using to this end the provisions of clause 21.
- 17.2.4** Official vehicles, owned or hired by service providers, the **Union**, the States, Municipalities and the Federal District, their respective organs, departments, municipalities or public foundations, as well as vehicles of Diplomatic Corps, will have free transit through the **Highway System** and are therefore exempt from paying the **Toll Fare**.
- 17.2.5** The **Concessionaire**, in its sole and exclusive discretion and responsibility, may grant tariff discounts, as well as **Toll Fare** rounding in favor of the user, in order to facilitate the change, as well as carry out promotions and tariff discounts, including making reductions. on low demand days and times and may not require the restoration of the economic and financial balance of the **Agreement** as a result of these practices.

17.2.6 Toll Fares are differentiated by vehicle category, based on the number of axles and the toll, adopting the **Fare Multipliers** listed in the table below:

Category	Types of Vehicles	Number of Axles	Wheels	Fare Multiplier
1	Automobile, Pickup Truck and Van	2	Single	1,0
2	Light Truck, Bus, Tractor Truck and Van	2	Dual	2,0
3	Automobile and Truck with Semi Trailer	3	Single	1,5
4	Truck, Tractor Truck, Tractor Truck with Semi Trailer and Bus	3	Dual	3,0
5	Automobile and Tow Truck	4	Single	2,0
6	Truck with Trailer, Tractor Truck with Semi Trailer	4	Dual	4,0
7	Truck with Trailer, Tractor Truck with Semi Trailer	5	Dual	5,0
8	Truck with Trailer, Tractor Truck with Semi Trailer	6	Dual	6,0
9	Motorcycles, scooters, tricycles and motorcycle bikes	2	Single	0,5
10	Official Vehicles and of the Diplomatic Corps	-	-	-

17.2.7 For the purpose of counting the number of axles, the number of non-suspended axles of the vehicle shall be considered when empty, in accordance with current regulations.

17.2.8 For vehicles with more than 6 (six) axles, the **Fare Multipliers** equivalent to Category 8 shall be adopted, plus the result of the multiplication between: (i) the **Fare Multiplier** corresponding to Category 1 and (ii) the number of vehicle axles exceeding 6 (six) axles.

17.2.9 The **Toll Fare** for each vehicle category in each of the toll plazas will result from the product between (i) the adjusted and rounded **Toll Fare**

for category 1 and (ii) the respective **Fare Multiplier**, stipulated in sub-clause 17.2.6.

17.3 Toll Fare Adjustments

17.3.1 The **Toll Fare** will have its first contractual readjustment on the date the toll charge begins.

17.3.2 The base date for subsequent **Toll Fare** adjustments will be the date of the first adjustment, so that in subsequent years the **Toll Fare** adjustments will always be made on the same day and month as the first adjustment.

17.3.3 The **Toll Fare** shall be adjusted annually and shall be calculated for category 1 by the following formula:

$$TP = TBP \times (1 - D + A + E) \times IRT + (FCM + C) \times IRT$$

Where:

TP: **Toll Fare**;

TBP: **Basic Toll Fare**;

D: **Factor D**;

A: **Factor A**;

E: **Factor E**;

IRT: readjustment index for monetary restatement of the **Toll Fare**;

FCM: **Marginal Cash Flow**; and

C: **Factor C**.

17.3.4 The **Toll Fare** to be charged in category 1 will be rounded to multiples of 10 (ten) cents and will be obtained by applying the following rounding criterion:

- (i) when the second decimal place is less than five, rounds the second decimal place to zero and maintains the value of the first;
- (ii) when the second decimal place is equal to or greater than five, the second decimal place is rounded to zero and first increased to the next higher value.

17.3.5 The economic effects of rounding will be considered in the subsequent ordinary review by applying the **Factor C** methodology..

17.3.6 The amount of the **Toll Fare** will be authorized by publication of specific resolution of **ANTT** in the **DOU**.

17.3.7 From the 5th (fifth) day from the base date of the readjustment, the **Concessionaire** is authorized to practice the readjusted **Toll Fare** if it

is not informed by **ANTT** of the reasons for not granting the readjustment.

17.3.8 In the event of termination of any of the readjustment indices provided in this Agreement, the index to be used shall be the one that replaces it.

(i) In the event that no index automatically replaces the extinct index, the **Parties** shall determine by mutual agreement the new index to be used.

(ii) If the **Parties** do not reach an agreement within 45 (forty-five) days after the termination of said readjustment index, **ANTT** shall determine the new readjustment index.

17.4 Ordinary Review

17.4.1 Ordinary review is the annual review performed by **ANTT** at the time of the tariff adjustment, with the purpose of including the effects of adjustments provided for in this **Agreement**, by applying **Factor C**, **Factor D**, **Factor A** and **Factor E**, and adjustments provided for in the **Marginal Cash Flow**.

17.4.2 **Factor C** shall be calculated and applied according to the methodology set out in **Annex 6**.

17.4.3 **Factor D**, **Factor A** and **Factor E** shall be calculated according to the criteria given in sub-clause 21.6 and **Annex 5**.

17.4.4 **Marginal Cash Flow** adjustments will be made in accordance with specific regulations.

17.5 Five-Year Review

17.5.1 The five-year review is the result of alterations, additions, exclusions, anticipations or postponements of works and services, in order to make **PER** compatible with the needs pointed out by users, the **Concessionaire** and **ANTT's** technical staff, arising from the dynamics of the **Highway System**, according to specific **ANTT** regulations.

17.5.2 Every five years, the restoration of the economic and financial balance of the **Agreement** shall be submitted to **ANTT's** Participation and Social Control Process, in order to guarantee the right of expression of all interested parties.

17.5.3 The first five-year review shall take place at the end of the 5th year of the **Concession Term** and the rest, successively, every 5 (five) years.

17.6 Extraordinary Review

17.6.1 Extraordinary reviews shall consider the repercussions arising solely and exclusively from force majeure, fortuitous event, fact of the

Administration, urgent unilateral amendment of the **Agreement** or fact of the prince that evidently results in alteration of the charges attributed to the **Concessionaire** that undertakes or may compromise its solvency and/or continuity of the execution/rendering of the services provided for in this **Agreement**.

17.7 Effect of the Readjustment, Review and Factors

17.7.1 The effect arising from the revisions will be applied on the same base date as the **Toll Fare** adjustment.

17.7.2 The **Toll Fare** to be practiced will be authorized by publication of specific resolution of **ANTT** in the **DOU**.

18 Extraordinary Revenues

18.1 The use or exploitation of the domain lane part of the **Highway System** by the **Concessionaire**, as well as the exploitation of **Extraordinary Revenues**, must be previously authorized by **ANTT**.

18.2 The proposal for exploration of **Extraordinary Revenue** shall be submitted by the **Concessionaire** to **ANTT**, accompanied by a project of legal, technical and economic-financial viability, as well as proof of the compatibility of the intended commercial exploitation with the legal and regulatory rules applicable to the **Agreement**.

18.3 Once approved by **ANTT**, the **Concessionaire** shall keep specific accounts of each **Extraordinary Revenue** generating **Agreement**, detailing the revenues, costs and net results.

18.4 The **Agreement** regarding **Extraordinary Revenue** shall be of a precarious nature and shall be effective at the termination of the present **Agreement**.

18.5 The agreements and authorizations for the use, by public service providers, of the domain lane of the **Highway System** and their respective accesses shall comply with **ANTT** regulations.

18.6 Portion of revenue from **Extraordinary Revenue** will be reverted to the tariff reduction, annually, at the time of the ordinary review, upon **ANTT's** analysis of the **Extraordinary Revenue** results, pursuant to this **Agreement** and the applicable **ANTT** regulations.

19 Penalties

19.1 Failure to comply with the provisions of this **Agreement** and its **Annexes** and the **Notice** and its **Annexes** will result in the application of the penalties provided for in this **Agreement**, and in the other legal and regulatory provisions of **ANTT**.

19.2 A fine will be imposed due to non-compliance or delay in the fulfillment of contractual obligations, without prejudice to the restoration of economic and financial balance as provided for in this **Agreement**, in the following cases:

Moratorium Fine	
Non-compliance with the performance parameters provided for in item 3.1.1 PER paving, including for shoulders and side roads.	5 URT per day
Non-compliance with the performance parameters provided for in item 3.1.2. Signs and PER Protection and Safety Elements, including for shoulders and side roads.	5 URT per day
Non-compliance with the performance parameters provided for in item 3.1.4. PER Drainage System and Current Works of Art (OACs), including for shoulders and side roads.	5 URT per day
Non-compliance with the performance parameters provided for in item 3.1.5. PER Embankments and Containment Structures, including for shoulders and side roads.	5 URT per day
Non-compliance with the performance parameters provided for in item 3.1.6. PER Central Site and Domain Range.	5 URT per day
Failure to comply with the performance parameters provided for in PER item 3.1.7. Implementation and Recovery Buildings and Operational Facilities.	5 URT per day
Non-compliance with the performance parameters provided for in item 3.1.8. PER Electrical and Lighting Systems, including for side roads.	5 URT per day
Non-compliance with the performance parameters provided for in item 3.1.9. Tunnel Operation and Safety Systems provided for in PER, including shoulders.	5 URT per day
Failure to correct infringement within the timeframe determined by the Contract or PER, or by ANTT, subject to penalty or warning.	10 URT per day
Failure to present the preliminary project or executive project of the highway that will be the object of PER Capacity Expansion and Improvement Works, within the terms and conditions of this Agreement and PER.	5 URT per day
Non-compliance with the deadline for the implementation of additional lanes in duplicate segments.	2 URT per day per kilometer
Failure to meet the deadlines for walkways, bus stops, underpasses, interconnections and access.	1 URT per day/un
Failure to comply with the delivery deadline of side roads.	2 URT per day per kilometer
Failure to present the preliminary project or executive project for the Service Level Maintenance Works, within the terms and conditions of this Agreement and the PER.	5 URT per day
Non-compliance with the deadlines and quantity in kilometers provided for in the delivery schedule of the Service Level Maintenance Works submitted by the Concessionaire, pursuant to sub-clause 9.4.	5 URT per day per kilometer
Failure to present the draft of the Inventory Improvement works, within the terms and conditions of this Agreement and PER.	5 URT per day
Non-compliance with the deadline for works of side roads of the Improvement Inventory.	1 URT per day per kilometer
Non-compliance with the delivery deadline of the Improvement Inventory works, except for side roads.	1 URT per day/un

Failure to adapt the highway to the technical parameters provided for in item 3.2.5 of the PER, except in the exceptions allowed, or in the case of necessary adequacy approved by ANTT.	5 URT per day
Failure to meet the implementation deadlines set forth in the PER for the Communication System provided for in the Operational Services Front.	40 URT per month
Failure to meet the construction and renovation deadlines provided for in PER for the Buildings provided for in the Operational Services Front.	40 URT per month
Failure to meet the implementation deadlines set forth in the PER for the Weighing System provided for in the Operational Services Front.	40 URT per month
Failure to meet the implementation deadlines set forth in PER for the Traffic Control System provided for in the Operational Services Front.	40 URT per month
Non-compliance with performance parameters and technical parameters of PER Tunnel Safety and Operation Systems.	40 URT per month
Operate the concession without the equipment and vehicles provided for in the PER, or with equipment and vehicles that are compromised in their functionality.	15 URT per day
Failure to submit, within the deadline set by ANTT, monitoring report, records and planning provided for in item 4 of PER.	5 URT per day
Failure to implement the Georeferenced Information System (GIS) as provided for in item 4.8 of the PER.	10 URT per day
Non-maintenance of the guarantees as provided for in clause 11, without prejudice to the expiry of the proceedings.	10 URT per day
Fail to contract or not to maintain in force throughout the Agreement the insurance policies dealt with in sub-clause 37.5.	10 URT per day

Closing Inspections	Fine	
Failure to make the adjustments indicated in the Initial Closing Report.	1,5	times the amount of the penalty provided for each event, as per Resolution or provision of this Agreement.
Failure to make the adjustments indicated in the Interim Closing Report.	2,0	times the amount of the penalty provided for each event, as per Resolution or provision of this Agreement.

Environmental Procedures	Moratorium Fine
Failure to sign, with the relevant environmental agencies, the transfer of ownership of the Environmental Regularization Commitment Terms and/or Operating Licenses referred to in sub-clause 4.2.2.	40 URT per month
Failure to sign with the competent environmental agency the transfer of ownership of licenses and permits already issued to the highway, pursuant to sub-clause 7.1.1.	40 URT per month

- 19.3** The default will be counted from the date on which the **Concessionaire** became aware of the non-compliance, until the notice of the effective correction or until the date on which the obligation in default is changed.
- 19.4** If there is no specific fine foreseen in this **Agreement**, delays in meeting the agreed deadlines for the execution of new works and redoing of poorly executed works shall result in the application of a moratorium, calculated according to the following formula:

$$\text{Moratorium fine (per day late)} = 0,1 \% \times \text{total value of work}$$

- 19.5** **ANTT** may institute administrative proceedings for the application of a late payment penalty for each period of 30 (thirty) days of delay resulting from the same event of contractual non-execution, even if the non-execution persists, observing the limit of value provided for in art. 78-F of Law no. 10,233, from 2001.
- 19.6** When **ANTT** carries out the final inspection referred to in sub-clause 35.3, if the condition of the pavement of each of the **Homogeneous Sections** of the **Highway System** defined in the table below does not meet the **Performance Parameters** indicated in the **PER**, fines will be imposed on following values:

Homogeneous Section	URT
1	679
2	223
3	713
4	391
5	161
6	384
7	1056
8	408
9	576
10	698

- 19.7** Failure to comply with the **Performance Parameters** contained in the **PER** will be considered as partial non-performance of the **Agreement** and will subject the **Concessionaire** to the application of the sanctions provided for in sub-clauses 19.8, (ii) and (iii), without prejudice to the recomposition of the economic-financial balance calculated as of **Annex 5**.
- 19.8** For the partial or total non-performance of this **Agreement**, **ANTT** may, with prior defense, apply to the **Concessionaire** the following sanctions:
- (i) warning;
 - (ii) fine;

- (iii) suspension of the right to bid and contract with the Federal Public Administration;
 - (iv) forfeiture.
- 19.9** In the application of the sanctions, **ANTT** regulations will be observed regarding the severity of the infractions, always ensuring to the **Concessionaire** the broad defense and the contradictory.
- 19.10** The application of the fines referred to in the previous sub-clauses does not prevent the expiry of the **Agreement**, observing the procedures provided for therein, or impose other sanctions provided for therein.
- 19.11** Upon the conclusion of the administrative fine application process, if the **Concessionaire** does not pay it within the established deadline, **ANTT** will enforce the **Agreement Performance Guarantee**.
- 19.12** The debt arising from the administrative proceeding of a final fine, not settled by the **Concessionaire** and not covered by the **Agreement Performance Guarantee**, may be entered in the Federal Public Sector (Cadin) Unsecured Credit Information Register until your actual payment.
- 19.13** The administrative process for the application of penalties shall comply with current legislation, including **ANTT** rules.
- 19.14** The suspension of the right to bid and contract with the Federal Public Administration may be applied, subject to the principles of proportionality and reasonableness, in the case of repeated practices of contractual or regulatory infractions, including those resulting in the expiry of the penalty, In addition to the situations provided for in the applicable laws and regulations, especially those provided for in art. 88 of Law No. 8,666 of June 21, 1993.
- 19.15** The penalty provided for in sub-clause 19.14 also reaches the **Concessionaire's Controller** and may not be applied for a period longer than 2 (two) years.
- 19.16** It will be considered as repeated practice of contractual infractions, considering the date of the event generating the fine:
- (i) the application of more than 3 (three) fines related to the **Recovery and Maintenance Front** within a period of 1 (one) year;
 - (ii) the application of more than three (3) fines related to the **Capacity Expansion and Service Level Maintenance Front** within a period of one (1) year; or
 - (iii) the application of more than 3 (three) fines related to the **Operational Services Front** within a period of 1 (one) year.

20 Risk Allocation

20.1 With the exception of sub-clause 20.2, the **Concessionaire** is fully and exclusively responsible for all risks related to the **Concession**, including, but not limited to, the following risks:

- 20.1.1** traffic volume in disagreement with the projections of the **Concessionaire** or the **Granting Authority**;
- 20.1.2** refusal of users to pay the **Toll Fare**;
- 20.1.3** decrease in tariff revenues due to toll evasion;
- 20.1.4** obtaining licenses, permits and authorizations related to the **Concession**;
- 20.1.5** renewal and maintenance of licenses, permits and authorizations related to the **Concession**;
- 20.1.6** costs for meeting the conditions of the licenses and authorizations borne by the **Concessionaire**, pursuant to sub-clause 5.1;
- 20.1.7** value of investments, payments, costs and expenses arising from expropriations, establishment of administrative easements, imposition of administrative limitations or temporary occupation of immovable property, up to the limit of the amount destined for expropriations, as provided for in sub-clause 8.2.2;
- 20.1.8** value of the investments, payments, costs and expenses arising from the evictions referred to in sub-clause 8.3;
- 20.1.9** excess costs related to works and services subject to the **Concession**, except as provided in sub-clause 20.2;
- 20.1.10** costs for performing the services provided for in the **PER**;
- 20.1.11** costs related to regulatory compliance and regularization of existing level returns;
- 20.1.12** delay in complying with **PER** schedules or other deadlines established between the **Parties** throughout the term of the **Agreement**, except as provided in sub-clause 20.2;
- 20.1.13** investments and costs arising from technology employed in the works and services of the **Concession**;
- 20.1.14** investments and costs arising from the adaptation to the updates of standards and technical references;
- 20.1.15** perishing, destruction, theft, loss or any other type of damage caused to the **Concession Goods**, liability that is not reduced or excluded due to **ANTT's** supervision;

- 20.1.16** social and/or public events that in any way affect the execution of the works or the provision of services related to the **Agreement** by:
- (i) up to 15 (fifteen) days, successive or otherwise, every 12 (twelve) month period from the **Assumption Date**, if the loss and damage caused by such events is not covered by insurance offered in Brazil by at least two insurers, considering the period of one year before the date of occurrence; and
 - (ii) up to 90 (ninety) days per 12 (twelve) month period from the **Assumption Date**, if the loss and damage caused by such events is subject to insurance coverage offered in Brazil by at least two insurers, considering a period of one year before the date of occurrence;
- 20.1.17** increase in cost of capital, including those resulting from interest rate increases and exchange variation;
- 20.1.18** exchange rate variation;
- 20.1.19** modifications to income tax legislation;
- 20.1.20** fortuitous event or force majeure, provided that the generating factor is insurable in Brazil by at least two insurers, considering the period of one year prior to the date of occurrence;
- 20.1.21** recovery, prevention, remediation and management of the environmental liability related to the **Highway System**, existing in the domain or generated by activities related to the **Concession**, even before the signing of the contract, subject to the provisions of sub-clause 20.2.6;
- 20.1.22** risks that may be covered by insurance offered in Brazil by at least two insurers, considering the period of one year prior to the date of occurrence but no longer as a direct or indirect result of action or omission of the **Concessionaire**;
- 20.1.23** the possibility that the inflation of a given period is higher or lower than the index used to adjust the **Toll Fare** or other values provided for in the **Agreement** for the same period;
- 20.1.24** civil, administrative and criminal liability for environmental damage arising from the operation of the **Highway System**, as well as works and activities performed by the **Concessionaire**;
- 20.1.25** losses caused to third parties, by the **Concessionaire** or its managers, employees, agents or service providers or any other natural or legal entity related thereto, in the exercise of the activities covered by the **Concession**;

- 20.1.26 hidden defects in the **Concession Goods** acquired or leased by it after the **Assumption Date**, for operations and maintenance of the **Highway System** throughout the **Concession Term**;
 - 20.1.27 defects in works performed by the **Granting Authority**, as provided for in sub-clause 9.6.5, after the definitive receipt of these works by the **Concessionaire**;
 - 20.1.28 changes to the locations or type of devices provided for in the **Improvement Works**, item 3.2.1.2 of the **PER**, under the conditions set forth in clause 9.3.2;
 - 20.1.29 investments and costs arising from the conclusion and adjustments necessary to comply with the **PER Performance Parameters** related to the works performed by the **Granting Authority** prior to the **Assumption Date**, pursuant to sub-clauses 9.6.8 and 9.6.9;
 - 20.1.30 investments and costs arising from emergency works and services, as described in **PER** in item 3.2.4;
 - 20.1.31 investments and maintenance and energy costs of existing and new electrical and lighting systems, as provided for in **PER**;
 - 20.1.32 costs arising from any **Service Level Maintenance Works**, including those related to its implementation, maintenance and maintenance in the remaining term of the **Concession**, the risk of which is allocated to the **Concessionaire** pursuant to **Annex 9**;
 - 20.1.33 investments and costs related to the execution of the **Improvement Inventory** works under sub-clause 9.3.4 and **Annex 5**;
 - 20.1.34 additional costs arising from the inspection of the traffic of vehicles with suspended axles, which is dealt with by Law No. 13,103 of March 2, 2015;
 - 20.1.35 costs arising from the removal and/or reallocation of **Interference** existing in the **Highway System**, necessary for the execution of the works and services provided for in the **Agreement**, when they do not comply with the provisions of sub-clause 20.2.13.
- 20.2 The **Granting Authority** is responsible for the following risks related to the **Concession**:
- 20.2.1 social and/or public events that in any way affect the execution of the works or the provision of services related to the **Agreement**, when such events exceed the periods established in sub-clause 20.1.16, in which case the responsibility of the **Granting Authority** is limited to the period exceeding the said deadlines of the aforementioned sub-clause;

- 20.2.2 an arbitral, judicial or administrative decision that prevents or precludes the **Concessionaire** from charging the **Toll Fare** or readjusting it in accordance with the provisions of the **Agreement**, except where the **Concessionaire** has given cause to such decision;
- 20.2.3 fortuity or force majeure, provided that the chargeable event is not insurable in Brazil considering the period of one year prior to the date of occurrence by at least two insurers;
- 20.2.4 changes in laws and regulations, including the creation, alteration or extinction of taxes or charges, which alter the economic and financial composition of the **Concession**, except for income tax legislation;
- 20.2.5 implementation of new routes or alternative free toll road routes that did not exist and were not foreseen, on the date of the **Publication** of the **Notice**, in the public instruments of government planning or in other public official sources;
- 20.2.6 recovery, prevention, remediation and management of environmental liabilities outside the **Highway System**, generated prior to the **Concession**;
- 20.2.7 delay related to the obligations of the **Granting Authority**, including the signing of the **Term of Listing and Transfer of Goods** between the **Concessionaire** and the **Granting Authority**;
- 20.2.8 costs related to meeting the conditions arising from archaeological studies, indigenous and quilombola communities, necessary to obtain the installation and operation licenses from the Granting Authority and the **Concessionaire**;
- 20.2.9 hidden defects in the **Highway System** and **Concession Goods** transferred to the **Concessionaire** on the **Assumption Date**, linked to maintenance and operation;
- 20.2.10 unilateral amendment to the **PER** and the **Agreement**, by the **Granting Authority's** initiative, by including and modifying works and services that affect the economic and financial balance of the **Agreement**;
- 20.2.11 defects in works carried out by the **Granting Authority**, as provided for in sub-clause 9.6, until their final receipt by the **Concessionaire**;
- 20.2.12 expropriation costs in amounts exceeding the amount indicated in sub-clause 8.2.2;
- 20.2.13 costs arising from the removal and/or replacement of **Interferences** that are not part of the **Highway System**, necessary for the execution of the works and services provided for in the **Agreement**, which are irregular in the domain or when the third party has no contractual responsibility for their removal and/or relocation, as per sub-clause 9.1.7;

- 20.2.14 fact of the prince or fact of the administration that causes economic-financial impact on the **Agreement**;
 - 20.2.15 delays in works resulting from constraints resulting from archaeological, indigenous or quilombola community studies.
 - 20.2.16 impacts arising from the implementation of a toll collection system in the **Free Flow** modality, or other that may exist, when the implementation of such system is required by the **Concession Authority** to the **Concessionaire**;
 - 20.2.17 investments and costs arising from any **Service Level Maintenance Works**, including those related to its implementation and maintenance in the remaining term of the **Concession**, the risk of which is allocated to the **Granting Authority** pursuant to **Annex 9**;
 - 20.2.18 investments and additional costs arising from the execution of any **Contour Works in Urban Stretches**, as established in sub-clause 9.5; and
 - 20.2.19 obtaining the **DUP** upon justified request of the **Concessionaire**.
- 20.3 The **Concessionaire** declares:
- (i) to have full knowledge of the nature and extent of the risks assumed by it in the **Agreement**; and
 - (ii) to have taken such risks into account in formulating its **Proposal**.
- 20.4 The **Concessionaire** shall not be entitled to recompose the economic-financial balance should any of the risks assumed by it in the **Agreement** materialize.
- 21 Restoring Economic and Financial Balance**
- 21.1 Replenishment**
- 21.1.1 Whenever the conditions of the **Agreement** are met and the risk allocation established therein, its economic and financial balance is considered maintained.
 - 21.1.2 The **Concessionaire** may only request the restoration of the economic-financial balance in its favor if the assumptions provided for in sub-clause 20.2 are met.
 - 21.1.3 **ANTT** will recompose the economic and financial balance, as appropriate, in accordance with the law and in the circumstances provided for in this **Agreement**.
- 21.2 Recomposition Claim Procedure by the Concessionaire**
- 21.2.1 The procedure for restoring the economic and financial balance through revision shall be as established by **ANTT** Resolutions No. 675 of August

4, 2004; No. 1,187, of November 9, 2005; and No. 3,651, of April 7, 2011, its amendments or others that may follow them.

21.3 Means for Recomposition

21.3.1 At the end of the procedure indicated in the previous sub-clause, if the recomposition has been deemed appropriate, **ANTT** shall, in its sole discretion, adopt one or more forms of recomposition that it deems appropriate, including, but not limited to, under **ANTT's** regulations:

- (i) increase or decrease in the value of the **Basic Toll Fare**;
- (ii) payment to the **Concessionaire**, by the **Granting Authority**, of an amount corresponding to the additional investments, costs or expenses with which they have competed or of an amount equivalent to the loss of revenue actually incurred, taking into consideration the effects calculated within the **Marginal Cash Flow**;
- (iii) modification of the **Concessionaire's** contractual obligations; or
- (iv) establishment or removal of lockout booths, as well as change of location of toll plazas.

21.3.2 The restoration of the economic and financial balance may also occur upon the extension of this **Agreement**, in accordance with sub-clause 3.2.1 and Clause 35.

21.3.3 21.3.3 Payment to the Concessionaire as provided for in sub-clause 21.3.1 (ii) shall comply with the provisions of CRFB/88, Complementary Law 101, of May 4, 2000, notably its Articles 15 and 16, still depending on express manifestation of the competent ministerial body.

21.4 Criteria and Principles for Recomposition

21.4.1 The processes of recomposition of the economic-financial balance shall not alter the risk allocation originally provided for in the **Agreement**.

21.4.2 The form of recomposition of the economic-financial balance will depend on the event causing the imbalance:

- (i) in the event of delay or non-execution of services and works, the **Scopes, Performance Parameters and Technical Parameters** of the **Recovery and Maintenance Front** and the **Capacity Expansion, Improvements and Operational Services Front**, the restoration of the economic balance will take place through the automatic application of **Factor D**, and the early completion of the **Capacity Expansion and Improvement Works** may, upon completion of the work, apply **Factor A**, pursuant to sub-clause 21.6 and as the methodology set out in **Annex 5**;
- (ii) The rebalancing will be due to the application of **Factor C**, in the event of the event resulting in an impact exclusively on the

Concessionaire's revenue or amount, as provided for in **Annex 6**, as well as those considered by **ANTT** or provided for in its own regulation;

- (iii) In the event of execution of the works of the **Improvement Inventory** provided for in item 3.2.1.3 of the **PER**, the economic-financial balance shall be recomposed after the completion of the work by the automatic application of **Factor E**, in accordance with 9.3.4 and **Annex 5**.
- (iv) In the event of delay or non-execution of the **Service Level Maintenance Works** provided for in item 3.2.3 of the **PER**, whose risk is allocated to the **Concessionaire** pursuant to **Annex 9**, the economic-financial balance shall be recomposed by the automatic application of **Factor D** in accordance with sub-clause 21.6 and **Annex 5**.
- (v) In the event of execution of the **Service Level Maintenance Works** provided for in item 3.2.3 of the **PER** and whose risk is allocated to the **Granting Authority** under the terms of **Annex 9**, the economic-financial balance shall be recomposed after completion of the work, through the **Marginal Cash Flow** mechanism, as provided for in sub-clause 21.5
- (vi) In the event of other works and services not foreseen in the **PER** and whose risk is not allocated to the **Concessionaire**, the economic-financial balance will be recomposed after the conclusion of the work through the **Marginal Cash Flow** mechanism, pursuant to sub-clause 21.5.
- (vii) In the event of permanent suppression of works and services included in the **PER**, the economic-financial balance will be recomposed by applying **Factor D** until the end of the **Concession Term**, as set out in **Annex 5**.

21.5 Marginal Cash Flow

- 21.5.1** The recomposition process due to the inclusion of works and services in the scope of the **Agreement** will be carried out in such a way that the net present value of the **Marginal Cash Flow** projected due to the event that caused the recomposition is null and void, under the terms of specific regulation.
- 21.5.2** Pursuant to **ANTT** specific regulation, for the final definition of the amounts to be rebalanced, regulatory instruments that reproduce the effects of competition on the costs related to the inclusion of works and services within the scope of the **Agreement** may be applied.

21.6 Rebalancing Discount and Increase

- 21.6.1** **ANTT** will evaluate the performance of the **Concession** according to the rules and procedures set forth in **Annex 5**, considering the non-compliance with the indicators, as well as the delay and non-execution of the works of the **Recovery and Maintenance Front**, the **Capacity Expansion, Service Level Improvements and Maintenance Front** and **Operational Services Front**.
- 21.6.2** Early completion of the **Capacity Expansion and Improvement Works** may lead to the application of **Factor A**, subject to the rules set out in **Annex 5**.
- 21.6.3** The completion of the **Improvement Inventory** works will lead to the application of **Factor E**, as provided in **Annex 5**.
- 21.6.4** Each year of the **Concession Term**, the result of the performance appraisal shall determine the **Rebalancing Discount or Increase** for the respective year, as provided for in **Annex 5**.
- 21.6.5** The percentage of the **Rebalancing Discount or Increase** of each year shall be applied to the **Basic Toll Fare** based on the formula indicated in sub-clause 17.3.3, except for the last year, which shall follow the rules set out in **Annex 5**.
- 21.6.6** The **Concessionaire** declares to have full knowledge and acknowledges that:
- (i) considering the objective nature of the assessment carried out by **ANTT**, its result will indicate the physical conditions of the **Highway System** and its compliance with the **Performance Parameters**, compliance with the execution period of the works and other requirements of the **Agreement** and **PER**, observing the **Technical Parameters** and **Scopes**;
 - (ii) the **Rebalancing Discount or Increase**, determined by the annual performance appraisal and execution of works, is a mechanism agreed between the **Parties** to promote the economic and financial rebalancing of the **Agreement** in case of delay or non-execution of works and services (**Factor D**), early completion of **Capacity Expansion and Improvement Works** (**Factor A**) or completion of **Improvement Inventory** (**Factor E**) works, and will be automatically applied by **ANTT**.
 - (iii) the reduction or increase of the **Basic Toll Fare** due to the application of the **Rebalancing Discount or Increase** does not constitute a contractual penalty or additional revenue, but a mechanism for maintaining the economic and financial balance of the **Agreement**;

- (iv) the assessment of the performance of the **Concession** and the application of the **Rebalancing Discount** shall be without prejudice to **ANTT**'s verification of the **Concessionaire**'s contractual default and consequent application of the penalties provided for in the **Agreement** and **ANTT**'s regulations; and
- (v) in case of delay in the execution of the works and services of the **Capacity Expansion, Service Level Improvements and Maintenance Front** and the **Operational Services Front** arising from events that are proven and expressly recognized by **ANTT** as being in accordance with sub-clause 20.2, the **Rebalance Discount** will apply, but will not incur the corresponding penalty.

21.7 Project for New Investments

- 21.7.1** In the event of new investments or services requested by **ANTT** and not provided for in the **Agreement**, **ANTT** may request from the **Concessionaire**, prior to the process of recomposition of the economic and financial balance, the preparation of the project of the works and services in accordance with specific regulations from **ANTT**.

22 Contracting with Third Parties and Employees

- 22.1** Without prejudice to its responsibilities, the **Concessionaire** shall perform the works and services of the **Concession**, as set forth in the **PER**, by itself or through third parties, at its own risk.
- 22.2** Third parties hired by the **Concessionaire** shall be endowed with financial soundness, competence and technical skill, and the **Concessionaire** shall be directly and indirectly liable to the **Granting Authority** for any problems or losses arising from the lack of such attributes.
- 22.3** **ANTT** may request, at any time, information on the contracting of third parties to perform the works and services of the **Concession**.
- 22.4** The fact that the existence of contracts with third parties has been made known to **ANTT** does not exempt the **Concessionaire** from fulfilling, in whole or in part, its obligations arising from the **Agreement** and does not entail any liability to **ANTT**.
- 22.5** Contracts between the **Concessionaire** and third parties shall be governed by the rules of private law, and no relationship shall be established between the third party and the **Granting Authority**, subject to the provisions of sub-clause 14.3.
- 22.6** Contracts between the **Concessionaire** and third parties shall also provide for the subrogation clause to **ANTT** or to whom it indicates, to be exercised at the discretion of the subrogee.

22.7 The **Concessionaire** is responsible for the labor, social security, tax and commercial charges resulting from the execution of the **Agreement**, as well as the hiring of third parties.

22.8 The hiring of **Related Parties** shall comply with the provisions of sub-clauses 13.9 and 13.10.

23 Share Capital

23.1 The **Concessionaire** is an **SPE**, in the form of a corporation, incorporated under Brazilian law, for the sole purpose of exploiting the **Concession**.

23.2 The share capital of the **SPE** will be subscribed and paid up pursuant to clause 8 of the **Notice**.

23.2.1 The **SPE** may not, during the **Agreement Term**, reduce its share capital below the amounts specified without prior and express authorization from **ANTT**.

23.3 Pursuant to item 8 of the **Notice**, **SPE's** share capital was paid up in the amount of [●] (●).

23.3.1 The remainder of the share capital, in the amount of [●] (●), pursuant to item 8 of the **Notice**, will be paid in by the end of the first year of the **Concession**.

23.4 If there are losses that reduce the **Concessionaire's** shareholders' equity to less than one third of the share capital, its shareholders' equity shall be increased to at least the equivalent of one third of the share capital by up to 4 (four) months from the closing date of the fiscal year.

23.4.1 The value of the share capital will be updated by the **IRT** for the purpose of calculating the third part.

23.4.2 In the last 2 (two) years of the **Concession**, the term will be of 2 (two) months.

23.5 Within 2 (two) years from the **Assumption Date**, the **Concessionaire** shall register as a publicly-held company with the **CVM**, maintaining such condition throughout the **Concession Term** and its eventual extension.

23.6 The **Concessionaire** shall send to **ANTT**, by the end of the 25th (twenty-fifth) month of validity of the **Concession**, the proof of IPO (Initial Public Offering).

(i) Until the full payment of the required contributions pursuant to this clause is complete, the shareholders of the **Concessionaire** shall be jointly and severally liable to the **Granting Authority** for obligations of the **Concessionaire**, up to the limit of the amount of the missing portion for the payment of the required contributions, regardless of the proportion of the shares subscribed by each one.

24 Corporate Control

- 24.1** In any event, the transfer of **Control** of the **Concessionaire** shall be subject to prior authorization by **ANTT**, under penalty of forfeiture of the **Concession**, pursuant to Law No. 8,987, 1995, and Law No. 10,233, 2001.
- 24.2** The following changes, as well as others, are characterized as change of **Control**, in so far as they constitute the hypothesis provided for in sub-clause 24.1:
- (i) any change, direct or indirect, in the **Control** or **Control** group that may imply alteration of the personnel that effectively manage the **Concessionaire's** business;
 - (ii) when the **Parent Company** ceases to hold, directly or indirectly, the majority of the voting capital of the **Concessionaire**;
 - (iii) when the **Parent Company**, by contract, **Agreement** or any other instrument, assigns, in whole or in part, directly or indirectly, to third parties, powers to effectively conduct the **Concessionaire's** corporate activities or operations; and
 - (iv) when the **Parent Company** withdraws, directly or indirectly, from the **Concessionaire's Control**.
- 24.3** The winning **Proponent** may not withdraw from **Control** of the **Concessionaire** before meeting the requirements set forth in sub-clause 17.1.1, except in the event of imminent insolvency by the **Concessionaire**, provided that such condition is duly substantiated.

25 Financing

- 25.1** The **Concessionaire** is solely and exclusively responsible for obtaining the financing necessary to operate the **Concession**, in order to fully and timely comply with all obligations assumed in the **Agreement**.
- 25.2** The **Concessionaire** shall submit to **ANTT** a certified copy of the financing and guarantee agreements it may enter into and of documents representing the securities it may issue, as well as any amendments thereto, within 10 (ten) business days from the date of signature and issue, as applicable.
- 25.3** The **Concessionaire** may not invoke any provision, clause or condition of the financing **Agreements**, or any delay in the disbursement of funds, to waive, in whole or in part, the obligations assumed in the **Agreement**.
- 25.4** The **Concessionaire**, provided that authorized by **ANTT**, may guarantee the financing destined to investments related to the **Agreement** the emerging rights of the **Concession**, such as the revenues from the operation of the **Highway System**, provided that it does not compromise the operation and continuity of the execution of the works and services object of the **Concession**.

25.4.1 Rights to the perception (i) of revenues arising from the collection of the **Toll Fare**, (ii) **Extraordinary Revenues**, and (iii) indemnities due to the **Concessionaire** under the **Agreement** may be pledged, assigned or otherwise transferred directly to the **Financier**, subject to legal limits and requirements.

25.5 The **Concessionaire** is forbidden to:

- (i) grant loans, financing and/or any other forms of transfer of funds to its shareholders and/or **Related Parties**, except for transfer of funds by way of dividend distribution, interest on equity payments and/or payments for works and services under fair market conditions; and
- (ii) provide security, surety or any other form of guarantee in favor of its **Related Parties** and/or third parties.

26 Assumption of Control by Financiers

26.1 The **Concessionaire's** financing agreements may grant to the **Financiers**, in accordance with the applicable private law rules, the right to the **Assumption of Control** of the **Concessionaire**, in the event of contractual default by the **Concessionaire** of said financing agreements or this **Agreement**.

26.2 The assumption given in the previous sub-clause may occur in the event of default by the **Concessionaire** of obligations of the **Agreement**, in the event that the default renders unfeasible or endangers the **Concession**.

26.3 Upon regular completion of the corresponding administrative proceeding, upon request, **ANTT** will authorize the **Assumption of Control** of the **Concessionaire** by its **Financiers**, with the purpose of promoting the financial restructuring of the **Concessionaire** and ensuring the continued operation of the **Concession**.

26.4 The authorization will be granted upon proof by the **Financiers** that they meet the legal and tax compliance requirements set forth in the **Notice**.

26.4.1 **Financiers** will be exempt from demonstrating financial standing provided they are duly authorized to act as a financial institution in Brazil.

26.5 The **Assumption of Control** of the **Concessionaire**, pursuant to this clause, will not alter the obligations of the **Concessionaire** and the controlling **Financiers** before the **Granting Authority**, third parties and users of public services.

27 ANTT Intervention

27.1 **ANTT** may intervene, temporarily assuming control of the **Concessionaire**, in order to ensure the adequacy of the provision of the service, as well as the faithful compliance with the relevant contractual, regulatory and legal rules.

27.2 The intervention will be made by decree of the **Granting Authority**, duly published in the **DOU**, which will contain the designation of the intervener, the term of the intervention and the limits of the measure.

- 27.3** Once the intervention has been decreed, **ANTT**, within 30 (thirty) days, shall institute an administrative proceeding that shall be concluded within a maximum of 180 (one hundred and eighty) days, to prove the determining causes of the intervention and ascertain the respective responsibilities, assured to the **Concessionaire** the right to broad defense and to the adversary.
- 27.4** If the intervention ceases, if the **Concession** is not terminated, the services object of the **Agreement** shall return to the **Concessionaire's** responsibility, and the intervener shall be accountable for its actions.
- 27.5** The Concessionaire undertakes to make available to **ANTT** the **Highway System** and the other **Concession Goods** immediately after the intervention decree.
- 27.6** Revenue obtained during the intervention period shall be used to cover the investments, costs and expenses necessary to restore the normal functioning of the **Highway System**.
- 27.7** If any revenue is not sufficient to cover the value of the investments, costs and expenses arising from the **Concession** incurred by **ANTT**, **ANTT** may:
- 27.7.1** use the **Agreement Performance Guarantee** to fully or partially cover them; and/or
 - 27.7.2** discount, from any future remuneration to be received by the **Concessionaire**, the amount of the investments, costs and expenses incurred.
- 28 Transition Procedures**
- 28.1** Transition is made up of **Transition A** and **Transition B**, procedures set out in **Annex 7** and **Annex 8**, respectively, aimed at facilitating the assumption of the operation of the **Highway System** and the transfer of **Reversible Goods**, as well as ensuring quality, continuity and the timeliness of service provision.
- 28.1.1** **Transition A** comprises the interaction between the **SPE** and the **Granting Authority** or **Previous Operator** and is intended to facilitate the assumption of the operation of the **Highway System**.
 - 28.1.2** **Transition B** comprises the interaction between the **Concessionaire** and the **Granting Authority** or **Future Operator** at the end of the **Concession**.
- 29 Extinction Cases**
- 29.1** The **Concession** shall be terminated by:
- (i) Advent of the contractual term;
 - (ii) expropriation;
 - (iii) forfeiture;

- (iv) rescission;
- (v) annulment; or
- (vi) bankruptcy or termination of the **Concessionaire**.

29.2 Once the **Concession** is terminated, all **Reversible Goods**, free and cleared of any liens or charges, shall be reverted to the **Union** and all rights arising from the **Agreement** shall cease to the **Concessionaire**.

29.2.1 In the event of goods leased by the **Concessionaire**, necessary for the operation and maintenance of the **Highway System**, the **Future Operator** may, in its sole discretion, succeed the **Concessionaire** in the respective lease or lease agreements of such assets.

29.3 In any event of termination, any compensation due to the **Concessionaire** shall consider clause 35, when applicable.

29.4 In the event of the advent of the contractual term and with the immediate assumption of services related to the **Concession** by the **Future Operator**, it will be authorized to occupy the premises and use all **Reversible Goods**, as well as to assume all activities related to the operation of the **Highway System**.

29.5 In the event of early termination of the **Concession**, there will be immediate assumption by the **Granting Authority** or the **Future Operator** of the services related to the **Concession**.

29.6 In accordance with the terms and conditions established by **ANTT**, third parties will be allowed to conduct field research when the **Concession Term** is approaching, for the purpose of conducting studies to promote new bidding procedures, performing new works or other public interest purposes.

30 Advent of the Contractual Term

30.1 Upon termination of the **Concession**, **SPE** will be responsible for the termination of any agreements inherent in the **Concession** entered into with third parties, except for those in which subrogation occurs, pursuant to sub-clauses 22.6 and 29.2.1, assuming all charges, liabilities and burdens resulting therefrom.

30.1.1 The **SPE** will assume all charges, liabilities and encumbrances resulting from contracts entered into with third parties, including those that are subrogated, to the extent of its liability.

30.2 The **SPE** will take all measures and fully cooperate with **ANTT** to ensure the continuity of the services object of the **Concession**, without interruption or deterioration of such services or of the **Concession Goods**, as well as preventing and mitigating any inconvenience or risk to health or safety of users, **ANTT** employees and other public bodies or entities.

30.3 Indemnity

30.3.1 The **Concessionaire** shall not be entitled to any indemnity related to investments linked to the **Concession Goods** as a result of the expiration of the **Concession Term**, pursuant to sub-clause 4.3.3.

31 Expropriation

31.1 The **Union** may, at any time, upon **ANTT's** proposal, foreclose the **Concession**, for reasons of public interest, by means of specific authorizing law and prior payment of indemnity, to be calculated in accordance with sub-clause 31.2 of the **Agreement**.

31.2 Indemnity

31.2.1 The compensation due to the **Concessionaire** in case of expropriation will cover:

- (i) the portions of investments made, including maintenance, assets and facilities, not yet amortized or depreciated, that have been made to comply with this **Agreement**, net of remaining financial charges;
- (ii) the **Concessionaire's** exemption from the obligations arising from financing agreements entered into by it, in accordance with the **Agreement**, as the case may be:
 - (a) prior assumption, before the creditor financial institutions, of the **Concessionaire's** contractual obligations, in particular when the fee income is a guarantee of the financing; or
 - (b) prior indemnification to the **Concessionaire** of all remaining debts of this to the crediting financial institutions;
- (iii) all charges and burdens arising from fines, terminations and indemnities due to suppliers, contractors and third parties in general, including attorney's fees, as a result of the consequent breach of the respective contractual ties entered into pursuant to this **Agreement**.

31.3 The portion of the indemnity due to the **Concessionaire**, corresponding to the outstanding balance of the financing, may be paid directly to the **Financiers**, at **ANTT's** discretion, and the remaining balance shall be paid directly to the **Concessionaire**.

31.4 Fines, indemnities and any other amounts due by the **Concessionaire** shall be deducted from the indemnity provided for in the event of expropriation, up to the limit of the outstanding balance of the financing contracted by the **Concessionaire** to fulfill the investment obligations provided for in the **Agreement**.

32 Forfeiture

32.1 The **Union** may, upon **ANTT's** proposal, decree the **Concession's** expiry in the event of total or partial non-execution of the **Agreement**, subject to the provisions of the relevant regulatory and legal rules, and especially in the following cases:

- 32.1.1** inadequate or deficient rendering of the services object of this **Agreement** on a recurring basis, in accordance with **ANTT** regulations, based on the **Performance Parameters**;
- 32.1.2** repeated noncompliance, pursuant to **ANTT** regulation, with the deadlines for implementation and operation of the **Capacity Expansion, Improvement and Service Level Maintenance Front** or the **Operational Services Front**;
- 32.1.3** non-compliance with contractual, legal or regulatory provisions concerning the **Concession**, which compromises the continuity of services or the safety of users, employees or third parties;
- 32.1.4** stoppage of the service or contribute to it, except in the case of unforeseeable circumstances or force majeure;
- 32.1.5** loss or compromise of the economic, technical or operational conditions necessary to maintain the proper rendering of the service provided;
- 32.1.6** non-compliance with penalties imposed for infractions, within the time limits granted for their performance;
- 32.1.7** failure to comply with **ANTT's** subpoena to regularize the provision of the service;
- 32.1.8** condemnation of the **Concessionaire** in a judgment that has become res judicata for tax evasion, including social contributions;
- 32.1.9** no provision, in the 30th (thirtieth) month from the signing of the **Agreement**, of the feasibility of contracting long-term financing, in cases where it is necessary for the continuation of the **Concession**, except if the **Concessionaire** demonstrates that its financial structure is without obtaining long-term financing;
- 32.1.10** non-maintenance of all guarantees and insurances required and possible unfeasibility or unjustified difficulty in their execution by **ANTT**, in the hypotheses that may result in their execution;
- 32.1.11** transfer of **Control** of the **Concessionaire** without prior and express consent of **ANTT**; or
- 32.1.12** in the event of repeated opposition to the exercise of oversight, failure to comply with **ANTT** determinations, recurrence or disobedience to the operating rules, if the other penalties provided for in this **Agreement** prove ineffective.

- 32.2** The **Union** may not decree the **Concession** forfeiture regarding the **Concessionaire's** default resulting from the events indicated in sub-clause 20.2 or caused by the occurrence of unforeseeable circumstances or force majeure.
- 32.3** The **Concession** expiration decree shall be preceded by the verification of the **Concessionaire's** contractual default, in an administrative proceeding and in accordance with ANTT's specific regulation, assuring to the **Concessionaire** the right of the adversary and the broad defense.
- 32.4** An administrative forfeiture proceeding shall not be commenced without prior notice to the **Concessionaire**, and it shall be given, in each case, a deadline to correct the identified failures and transgressions, as well as to comply with the contractual terms.
- 32.5** Once the administrative proceeding is initiated and the default is confirmed, the forfeiture shall be decreed by the **Union**, regardless of prior indemnity, calculated in the course of the proceeding and in accordance with sub-clause 32.7 of the **Agreement**.
- 32.6** If the forfeiture has been decreed and the respective indemnity is paid, no liability to the **Union** or **ANTT** will result in any type of liability with respect to the charges, burdens, obligations or commitments to third parties or employees of the **Concessionaire**.
- 32.7 Indemnity**
- 32.7.1** The indemnity due to the **Concessionaire** in the event of forfeiture will be restricted to the value of investments linked to **Reversible Goods** not yet amortized.
- 32.7.2** The amount provided for in the previous sub-clause shall be deducted from, in this order:
- (i) losses caused by the **Concessionaire** to the **Union** and to society;
 - (ii) portion corresponding to the outstanding balance of financing effectively invested in investments, to be paid directly to the **Financiers**, pursuant to sub-clause 32.7.3;
 - (iii) contractual penalties imposed on the **Concessionaire** that have not been paid; and
 - (iv) any amounts received by the **Concessionaire** as insurance coverage related to the events or circumstances that led to the declaration of forfeiture.
- 32.7.3** The portion of the indemnity due to the **Concessionaire**, corresponding to the outstanding balance of the financing effectively applied to investments, may be paid directly to the **Financiers**, at the **Granting Authority's** discretion, and the remaining balance shall be paid directly to the **Concessionaire**.

32.7.4 The decree of forfeiture may also result in:

- (i) the execution of the **Agreement Performance Guarantee**, to reimburse fines and any damages caused to the **Granting Authority**; and
- (ii) the retention of any credits arising from the **Agreement**, up to the limit of the losses caused to the **Granting Authority**.

33 Rescission

33.1 The **Concessionaire** shall notify **ANTT** of its intention to terminate the **Agreement** in the event of breach of contractual rules by the **Granting Authority**, by means of a lawsuit specially filed for such purpose, under the terms provided in the relevant **ANTT** legislation and regulatory rules.

33.2 For the purposes of sub-clause 33.1, the services rendered by the **Concessionaire** may only be interrupted or stopped after the final judgment of the court order that terminates the **Agreement**.

33.3 Indemnity

33.3.1 The indemnity due to the **Concessionaire** in the event of rescission shall be calculated in accordance with sub-clause 31.2.1.

33.3.2 For the purposes of the calculation indicated in sub-clause 33.3.1, the amounts received by the **Concessionaire** as insurance coverage related to the events or circumstances that led to the rescission shall be considered.

34 Annulment

34.1 **ANTT** shall declare the nullity of the **Agreement**, preventing the legal effects that should ordinarily produce, in addition to deconstituting those already produced, if it is unlawful in its formalization or in the **Auction**.

34.2 Indemnity

34.2.1 In the event described in sub-clause 34.1, if the illegality is attributable only to **ANTT** itself, the **Concessionaire** shall be compensated for what it has executed until the date on which the invalidity is declared and for other regularly proven damages, discounting, however, any amounts received by the **Concessionaire** as insurance coverage related to the events or circumstances that led to the declaration of invalidity.

35 Agreement Termination Procedures

35.1 The **SPE** may commence its dissolution process only when all obligations under this clause are fulfilled.

35.2 Until the obligations referred to in sub-clause 35.3 are not fulfilled, the **SPE** shall maintain:

35.2.1 Minimum equity, pursuant to sub-clause 23.4; and

35.2.2 Agreement Performance Guarantee, pursuant to clause 11.

35.3 Final Adjustments of Results

35.3.1 At the end of the **Concession Term** or in the event of any of the events provided for in sub-clause 29.1, **ANTT** shall determine the amounts arising from the following elements:

- (i) Final revisions of **Marginal Cash Flows**;
- (ii) **Factor C** balances;
- (iii) **Factor D** balances;
- (iv) Fines; and
- (v) Other idemnities.

35.3.2 The Final Adjustment of Results procedure shall be commenced within 2 (two) months after the expiration of the **Concession Term**, or upon the occurrence of any of the assumptions set forth in sub-clause 29.1.

- (i) Any claim for Final Adjustment of Results by the **Concessionaire** shall be submitted within 1 (one) month after the end of the **Concession Term**.

35.3.3 After the determination referred to in sub-clause 35.3.1 is completed:

- (i) if credit is granted to the **Granting Authority** before the **SPE**, the **Granting Authority** shall require its discharge by the **SPE**, including through the execution of the **Agreement Performance Guarantee**;
- (ii) if credit is granted to **SPE** before the **Granting Authority**, the proper procedures for its discharge will be followed.

35.3.4 At the end of the procedures indicated in this clause 35, and provided that the receipt of the total payments resulting from the adjustments referred to in sub-clause 35.3 is proved, the Term of Final Adjustment and Settlement will be signed.

35.3.5 The **Agreement** will only be considered fully executed, as well as its object definitively executed and received, when the receipt of the payments resulting from the adjustments referred to in sub-clause 35.3 is confirmed and the Term of Final Adjustment and Settlement referred to in sub-clause 35.3.4 is signed.

35.3.6 The provisions of clause 35 apply to all events of termination of the **Agreement**.

36 Intellectual Property

36.1 The **Concessionaire** shall assign to **ANTT** free of charge all projects, plans, plans, documents, systems and computer programs and other materials, of any nature, that have been specifically acquired or prepared in the development of the activities integrated in the **Concession**, either directly by the **Concessionaire**, whether by third parties hired by it and which may prove necessary:

36.1.1 the performance of the duties assigned to the **Granting Authority** or the exercise of its rights under the **Agreement**; and/or

36.1.2 the continuity of the adequate provision of the service.

36.2 Intellectual property rights in studies and projects prepared for the specific purposes of the activities included in the **Concession**, as well as projects, plans, plans, documents and other materials referred to in sub-clause 36.1, shall be transmitted free of charge and exclusively to **ANTT** at the end of the **Concession**, and it is incumbent upon the **Concessionaire** to take all necessary measures for this purpose.

36.2.1 Information regarding studies and projects transferred to **ANTT** will be subject to the principles set forth by Law No. 12,527 of November 18, 2011.

36.2.2 In the event that there is information whose disclosure may represent a competitive advantage to other economic agents, the **Concessionaire** may request restrictions on their advertising, as provided for in Decree No. 7,724 of May 16, 2012.

37 Insurance

37.1 During the **Concession Term**, the **Concessionaire** shall contract and maintain, at least, the insurance policies indicated in sub-clause 37.5, under the conditions established by **ANTT**, as per specific regulation.

37.2 No work or service may commence or proceed without the **Concessionaire** submitting to **ANTT** proof that the insurance policies required by the **Agreement** are in force and comply with the conditions established by **ANTT**, as per regulation.

37.2.1 Within 10 (ten) days prior to the commencement of any work or service, the **Concessionaire** shall forward to **ANTT** copies of the insurance policies along with the respective work plans.

37.3 **ANTT** shall appear as one of the co-insured in the insurance policies referred to in the **Agreement**, and the cancellation, suspension, modification or replacement of any policies must be previously authorized by **ANTT**.

37.3.1 Insurance policies shall provide for direct compensation to **ANTT** in cases where **ANTT** is liable as a result of a claim.

- 37.4** For non-compliance with the obligation to contract or keep insurance policies current, **ANTT** will impose a fine, according to regulation, until the presentation of such policies or their endorsement, without prejudice to other measures provided for in the **Agreement**.
- 37.5** During the **Concession Term**, the Concessionaire shall contract and maintain at least the following insurance:
- 37.5.1** material damage insurance: coverage for loss or damage arising from engineering risks, operational risks and risks related to the machines and equipment of the **Concession**; and
 - 37.5.2** liability insurance: liability coverage, covering the **Concessionaire** and the **Granting Authority**, as well as their managers, employees, agents or delegates, for the amounts with which they may be liable for material, personal and moral damages, procedural costs and any other charges related to material, personal or moral damages arising from the activities covered by the Concession, including, but not limited to, involuntary personal injury, death, property damage to third parties and their vehicles, including the **Granting Authority**.
- 37.6** Amounts covered by property damage and liability insurance, including moral damage covered, shall meet the maximum indemnity limits calculated on the basis of the highest probable damage.
- 37.7** The **Concessionaire** shall inform **ANTT** of all assets covered by the insurance and how to calculate the maximum indemnity limit of each insurance policy.
- 37.8** The **Concessionaire** takes all responsibility for the scope or omissions arising from the insurance covered by the **Agreement**.
- 37.9** The **Concessionaire** is responsible for the full payment of the deductible, in case of use of any insurance provided for in the **Agreement**.
- 37.10** Insurance policies shall include the obligation of insurers to immediately inform the **Concessionaire** and **ANTT** of changes in insurance contracts, especially those that imply the total or partial cancellation of the insurance contracted or reduction of insured amounts.
- 37.11** Insurance policies shall have a minimum term of 1 (one) year from the date of signature of the **Agreement** and shall be renewed successively for an equal period during the **Concession Term**.
- 37.12** The **Concessionaire** shall send to **ANTT**, at least 1 (one) month in advance, proof that the insurance policies have been renewed or will be automatically and unconditionally renewed immediately after their expiration.
- 37.12.1** If the **Concessionaire** does not forward the documents proving the renewal of the insurance within the deadline, **ANTT** may contract the insurance and charge the **Concessionaire**, at any time, the full amount of its premium or consider it for the purposes of recomposition of the

economic and financial balance of the **Agreement**, without exempting the **Concessionaire** from the penalties provided for in this **Agreement** and **ANTT** regulations.

37.12.2 No liability shall be attributed to **ANTT** if it chooses not to take out insurance whose policy was not submitted within the timeframe provided by the **Concessionaire**.

37.13 The **Concessionaire**, with the prior authorization of **ANTT**, may change coverage or other conditions of the insurance policies, aiming at adapting them to the new situations that occur during the term of the **Contract**.

37.14 The **Concessionaire** shall annually forward to **ANTT** copies of the insurance policies contracted and renewed.

38 Dispute Resolution

38.1 Conflict self-composition

38.1.1 Prior to the submission of the dispute to arbitration, the **Parties** may, by mutual agreement, adopt conflict self-settlement mechanisms, subject to **ANTT**'s specific legislation and regulations.

38.2 Arbitration

38.2.1 The **Parties** undertake to settle by arbitration disputes concerning available property rights arising from the **Agreement** and its **Annexes**, or related instruments, upon final decision of the competent authority, pursuant to Decree No. 10,025 of 20 September 2019, or legislation to replace it, and specific **ANTT** regulations.

38.2.2 For the purposes of sub-clause 38.2.1, the decision rendered by the administrative authority shall be deemed final when there is no possibility of administrative appeal filed by the **Concessionaire**, in view of the decision issued by **ANTT**.

38.2.3 Arbitration relating to unavailable rights shall not be subject to arbitration under the terms of **ANTT**'s specific laws and regulations.

38.2.4 The submission to arbitration, pursuant to this Clause, does not exempt the **Granting Authority** or the **Concessionaire** from fully complying with this **Agreement**, nor does it allow the interruption of the activities related to the **Concession**, subject to the provisions of this **Agreement**.

38.2.5 The proceedings shall be administered by an arbitral chamber previously accredited by the Attorney General of the **Union**, pursuant to **ANTT**'s specific legislation and regulations.

38.2.6 The arbitration shall be held in Brasília, Federal District, Brazil, using Portuguese as the official language for the practice of any and all acts.

- 38.2.7** The rules of substantive law to substantiate the arbitration award shall be those of Brazilian law, and equity arbitration shall be prohibited.
- 38.2.8** Should precautionary or urgent measures be required prior to the constitution of the arbitral tribunal, the **Parties** may, pursuant to applicable law, request them directly from the Judicial Section of the Federal District of Federal Justice, terminating their effectiveness if arbitration is not requested within the period established in the specific regulations of **ANTT**, as of the effective date of the decision.
- 38.2.9** The costs and expenses related to the arbitration proceeding, including the costs related to the eventual production of expert evidence and the respective expert fees, shall always be anticipated by the contractor and, where applicable, reimbursed in accordance with the final decision in the arbitral proceedings, pursuant to Decree No. 10,025 of 2019, or legislation to replace it, and specific **ANTT** regulations.
- 38.2.10** The Arbitral Tribunal shall condemn the Party wholly or partially defeated to the payment of attorney's fees, pursuant to art. 85 of the Code of Civil Procedure, or legislation to replace it, excluding the reimbursement by either **Party** of contractual fees.

39 Miscellaneous Provisions

39.1 ANTT Rules

- 39.1.1** The **Concessionaire** shall observe and respect all resolutions and other **ANTT** rules, observing, however, the peculiarities and specificities inherent to the rules and regulations applicable to the concessions and respecting the terms of this **Agreement**.

39.2 Exercise of Rights

- 39.2.1** The non-exercise or late or partial exercise of any right assisted by either **Party** under the **Agreement** shall not waive its exercise, nor prevent its subsequent exercise at any time, nor constitute novation of its obligation or precedent.

39.3 Partial Invalidity

- 39.3.1** If any provision of the **Agreement** is held or found void, invalid, unlawful or unenforceable in any respect, the validity, lawfulness and enforceability of the other provisions contained in the **Agreement** shall in no way be affected or restricted by such fact.
- (i) The **Parties** shall negotiate in good faith the replacement of invalid, unlawful or unenforceable provisions with valid, legal and enforceable provisions, the economic effect of which is as close as possible to the economic effect of the replaced provisions.

- 39.3.2** Each statement and warranty made by the **Parties** to this **Agreement** shall be treated as an independent statement and warranty, and liability for any failure shall lie solely with the party who made it and shall not be altered or modified to the knowledge of either **Party**.

39.4 Applicable Law

- 39.4.1** The **Agreement** shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil.
- 39.4.2** The **Concession** will be governed by Law No. 10,233 of June 5, 2001 and, where applicable, Law No. 8,987 of February 13, 1995, without prejudice to other applicable rules.

39.5 Forum

- 39.5.1** The Judiciary Section of the Federal District is hereby elected to settle any disputes arising from this **Agreement**.

39.6 Comunicações

- 39.6.1** Communications and notifications between the **Parties** shall be in writing and sent: (i) by hand, provided that they are evidenced by protocol; or (ii) by registered mail, with acknowledgment of receipt; (iii) by electronic means used by **ANTT**.
- (i) Either **Party** may modify its address by simple communication to the other **Party**.

39.7 Deadline Count

- 39.7.1** Within the deadlines set in days in the **Agreement**, the commencement day shall be excluded, and the expiration date shall be included, counting from calendar days, except where reference is made expressly to business days.
- 39.7.2** Only the deadlines referred to on **ANTT's** business day begin and expire.

39.8 Language

- 39.8.1** All documents related to the **Agreement** and the **Concession** shall be written in Portuguese or translated into foreign documents.
- 39.8.2** In case of any conflict or inconsistency between versions, the Portuguese language version shall prevail.

And, being fair and contracted, the **Parties** sign the **Agreement** in 3 (three) copies of equal content and form, each considered an original.

Brasília, [●] of [●] of [●],

NATIONAL LAND TRANSPORTATION AGENCY

[CONCESSIONAIRE]

Annex 1 - Listing and Transfer of Goods

TERM OF LISTING AND TRANSFER OF GOODS

On [●] of [●] of [●], by this instrument, on the one hand,

- (1) **National Department of Transport Infrastructure**, an authority linked to the **Ministry of Transport, Ports and Civil Aviation**, based in Brasília, Federal District, at [address], hereby represented by its [●], Mr. [●], [qualification], hereinafter referred to as “**DNIT**”; and
- (2) [**Concessionaire**], a corporation, headquartered in [Municipality], State of [●], at [address], registered in the National Register of Legal Entities of the Ministry of Finance, under No. [●], in this act represented by [●], Messrs. [●], [qualification], according to the powers provided for in their bylaws; and
- (3) **National Land Transportation Agency**, an agency linked to the **Ministry of Transport, Ports and Civil Aviation**, based in Brasília, Federal District, in the Southern Sports Club Sector, Section 3, Lot 10, Pole 8 of the Orla Project, hereby represented by its [●], Mr. [●], [qualification], hereafter referred to as “**ANTT**”;

Whereas:

- The [**Concessionaire**] was constituted, on [●] of [●] of [●], by the [**Proponent**] winner of the **Auction** to explore the infrastructure and to provide the public service of recovery, operation, maintenance, monitoring, conservation, implementation, improvements, capacity expansion and maintenance of the **Highway System** service level (as defined in the **Concession Agreement** mentioned below), according to the publication of the **Official Diary of the Union** of [●] of [●] of [●];
- The **Concession Agreement** was entered into on [●] of [●] of [●], as published in the **Official Diary of the Union** of [●] of [●] of [●] (“**Concession Agreement**”); and
- Sub-clause 4.2.1 of the **Concession Agreement** determines the transfer by **DNIT** of the **Concession Goods** to the **Concessionaire** on the **Assumption Date**;
- Item V of art. 24 of Law No. 10,233, of June 5, 2001, confers to **ANTT**, as general duties, the issuing of acts of granting and termination of the right to exploit infrastructure and provide ground transportation services, celebrating and managing the respective contracts and other administrative instruments.

DNIT, **ANTT** and the **Concessionaire** hereby enter into the Term of Listing and Transfer of Goods currently used for the operation and maintenance of the **Highway System**, as follows:

[●]

National Department of Transport Infrastructure – DNIT

National Land Transportation Agency – ANTT

[Concessionaire]

Annex 2 - PER
Highway Exploration Program

*This **Annex** will be made available separately.*

Annex 3 – Bank Guarantee Model

[location], [●] of [●] of [●]

To
National Land Transportation Agency (“**ANTT**”)
SCES Trecho 3, Lote 10
Polo 8 do Projeto Orla
70.200-003 Brasília DF

Ref.: Bank Guarantee Letter nº [●] (“**Letter of Guarantee**”)

1. By this **Letter of Guarantee**, the Bank [●], headquartered in [●], registered with the CNPJ/MF under no. [●] (“**Guarantor Bank**”), directly by itself and its eventual successors, undertakes before **ANTT** as joint guarantor of [**Concessionaire**], headquartered in [●], registered with the CNPJ/MF under no. [●] (“**Secured Party**”), with express waiver of the rights provided for in articles 827, 835, 837, 838 and 839 of Law No. 10,406, of January 10, 2002 (Brazilian Civil Code), for the faithful fulfillment of all obligations assumed by the **Secured Party** in the **Concession Agreement No. [●]**, for the rendering of the public service of recovery, operation, maintenance, conservation, implementation of improvements and expansion of the capacity of the **Highway System (“Agreement”)**, concluded between **ANTT** and the **Secured Party** in [●], whose terms, clauses and conditions the **Guarantor Bank** expressly declares to know and accept.
2. As a result of this **Letter of Guarantee**, the **Guarantor Bank** is obliged to pay **ANTT**, in the event of breach of the obligations assumed by the **Secured Party** in the **Agreement**, including, but not limited to, the events of default provided for in sub-clause 11.5 of the **Agreement**, the amounts identified below for each year of the **Agreement** (“**Guarantee**”):

Period	Amount
Throughout the Agreement Term	R\$ 172,000,000.00 (one hundred and seventy-two million reais)

2.1 The **Agreement Performance Guarantee** will be adjusted annually by the **IRT**.

3. The **Guarantor Bank** is also obliged, within the scope of the amounts indicated in item 2 of this Bank **Guarantee Letter**, to pay for the damages caused by the **Secured Party**, such as fines imposed by **ANTT** related to the **Agreement**, and undertake to make the payments from these securities when required, within a maximum period of 48 (forty-eight) hours, as of the receipt by the **Guarantor Bank** of the written notification sent by **ANTT**.

4. The **Guarantor Bank** may not admit any objection or opposition of the **Secured Party** or invoked by it for the purpose of excusing the fulfillment of the obligation assumed before **ANTT** pursuant to **this Letter of Guarantee**.
5. The **Guarantor Bank** and the **Secured Party** may not change any terms of the **Guarantee** without the prior and express authorization of **ANTT**.
6. Whenever the **Secured Party** uses part of the total **Guarantee**, the **Guarantor Bank** undertakes to immediately notify the **Concessionaire**, within 30 (thirty) business days of the date of use, to recompose the full amount of the **Guarantee**.
7. In the event that **ANTT** goes to court to demand the fulfillment of the obligation referred to in this **Letter of Guarantee**, the **Guarantor Bank** is obliged to pay the judicial or extrajudicial expenses.
8. The **Guarantee** shall be effective for 1 (one) year from this date, in accordance with the conditions mentioned in Clause 11 of the **Agreement**.
9. The **Guarantor Bank** declares that:
 - 9.1 this **Letter of Guarantee** is duly accounted for, in full compliance with the Central Bank of Brazil regulations currently in force, in addition to complying with the applicable banking legislation;
 - 9.2 the signatories of this instrument are authorized to provide the **Guarantee** on their behalf and on their responsibility; and
 - 9.3 its share capital is of R\$ [●] (●), being authorized by the Central Bank of Brazil to issue letters of guarantee, and the value of this **Letter of Guarantee**, in the amount of R\$ [●] (●), is within the limits authorized by the Central Bank of Brazil.
10. Terms not expressly defined in this **Letter of Guarantee** shall have the meanings ascribed to them in the **Agreement**.

[Signature of notarized attorneys]

Witnesses:

Name:

Identification Number (RG):

Name:

Identification Number (RG):

Annex 4 – Guarantee Insurance Model

MINIMUM GUARANTEE INSURANCE TERMS AND CONDITIONS

1. Policyholder

1.1 Concessionaire.

2. Insured Party

2.1 National Land Transportation Agency – ANTT

3. Object of Insurance

- 3.1 Guarantee the faithful fulfillment of all obligations contracted by the Concessionaire before the **Granting Authority**, under the terms of the **Agreement**, and the Insured Party shall be indemnified, for the amounts set forth in item 5 below, when contractual breach occurs, including, among others, the events of contractual breach indicated in Clause 11.5 of the **Agreement**.

4. Instrument

- 4.1 Insurance Guarantee Policy issued by an insurance company duly incorporated and authorized to operate by the Private Insurance Superintendence - SUSEP, in compliance with the terms of the SUSEP normative acts applicable to insurance guarantee.

5. Guarantee Amount

- 5.1 The Insurance Guarantee Policy shall provide, for each year of the **Agreement**, the following indemnity amounts:

Period	Amount
Throughout the Agreement Term	R\$ 172,000,000.00 (one hundred and seventy-two million reais)

- 5.2 The **Agreement Performance Guarantee** will be adjusted annually by the **IRT**.

6. Deadline

- 6.1 The Guarantee Insurance Policy shall have a minimum term of 1 (one) year, renewable for the same period.

7. Additional Provisions

- 7.1 The Insurance Guarantee Policy shall contain the following additional provisions:

- (i) insurer's statement that it knows and accepts the terms and conditions of the **Agreement**;
- (ii) prohibition of cancellation of the Insurance Guarantee Policy due to total or partial payment of the premium;

- (iii) if the Policyholder fails to comply with the obligations covered by the Insurance Guarantee Policy, the Insured Party shall have the right to claim from the Insurer the due indemnity, when the notification to the Policyholder is unsuccessful;
 - (iv) upon termination of the **Concession**, **ANTT** may execute the Insurance Guarantee Policy to reimburse any losses; and
 - (v) the legal issues arising between the Insurer and the Insured Party shall be resolved in the Insured Party's domicile jurisdiction.
8. Terms not expressly defined in this **Annex** shall have the meanings ascribed to them in the **Agreement**.

Annex 5 - Factors D, A and E

Rebalancing Discount and Rebalancing Increase

1. Introduction

- 1.1** The purpose of this **Annex** is to specify the methodology for gauging, calculating and applying the **Rebalancing Discount** and **Rebalancing Addition** related to the provision of public services under the **Concession**.
- 1.2** The application will be **through Factors D, A and E**, levied on the **Basic Toll Fare**, as provided for in sub-clauses 17.4 and 21.6 of this **Agreement**.

2. Rebalancing Discount

- 2.1** The **Rebalancing Discount** is not a kind of penalty imposed on the **Concessionaire**, but a mechanism aimed at restoring the neutrality between the rights and obligations of the **Parties**, as originally agreed in the **Agreement**, thus relieving users of the **Highway System**. It assumes that if the public service provided in the **Concession** is not in conformity with the conditions established in the **Agreement** and the **PER**, such service shall not be fully remunerated. It is a pre-established mechanism agreed upon between the **Parties** to the **Agreement**, aiming at maintaining their economic and financial balance by not meeting the **PER** goals, or when, according to the **Technical Parameters** and **Performance Parameters**, there is non-execution, delay or suppression of investments related to the works and services of the **Recovery and Maintenance Front**, **Capacity Expansion and Improvement Front**, the **Operational Services Front**, and **Service Level Maintenance Front**, whose risk is allocated to the **Concessionaire**.
- 2.2** Performance of the **Concession** will be considered satisfactory when the public service provided to users, as set forth in sub-clause 2.1 of the **Agreement**, fully meets the conditions set forth in the **Agreement** and **PER**.
- 2.3** The performance evaluation provided for in this **Annex** is the objective verification promoted to measure the performance of the **Concession**, based on the established indicators, with a view to maintaining contractual equivalence between the services provided by the **Concessionaire** and its remuneration.
- 2.4** The performance evaluation shall be carried out annually, for each year of the **Concession Term**, observing that:
 - 2.4.1** the indicators related to the quality of services of the **Recovery and Maintenance Front** constitute the **Performance Parameters** established in the **PER**;

- 2.4.2 works and services shall be performed in accordance with the **Technical Parameters** and the deadlines established in the **PER**;
- 2.4.3 partial compliance with the works and services of the **Capacity Expansion, Service Level Improvement and Maintenance Front** and the **Operational Services Front** will be admitted; and
- 2.4.4 non-compliance with each activity will be attested and documented by **ANTT**.
- 2.5 In the event that all specified activities are fulfilled and within the period originally provided for in the **PER**, there will be no application of the **Rebalancing Discount**.
- 2.6 For each year of the **Concession Term**, except for the last, the **Rebalancing Discount** shall be calculated by summing the percentages related to the activities not fulfilled in **Tables I, II and III**, having effect on the ordinary review subsequent to the non-fulfillment, except as provided in item 2.7 of this **Annex**.
- 2.6.1 For items listed in **Tables II and III**, the predicted percentages will be multiplied by the non-performed percentages. The calculation of these percentages will occur from the end of the period stipulated in the **PER** and will be based on the details of the physical execution approved by **ANTT**.
- 2.6.2 The result of the evaluation will determine, annually, the percentage related to the **Rebalancing Discount** to be applied to the **Basic Toll Fare**, also considering the application of the **Time Adjustment Coefficient** provided for in item 4 of this **Annex**.
- 2.6.3 The percentage related to the **Rebalancing Discount - Factor D**, which will be levied on the **Basic Toll Fare**, except as provided in item 2.7 of this **Annex**, shall be calculated according to the following formula:

$$D = Dt \times CAT$$

Where:

D is the **Rebalancing Discount – Factor D**;

Dt is the pre-set percentage provided for in **Tables I, II and III**; and

CAT is the **Time Adjustment Coefficient** provided in **Table IV** and applied as described in item 4 of this **Annex**.

- 2.7 In the event of non-compliance with **Service Level Maintenance Works**, the risk of which is allocated to the **Concessionaire**, the calculation of **Factor D** shall be carried out by means of a specific methodology, based on the α coefficient provided for in **Tables IV and V** of **Annex 9**.
- 2.7.1 The percentage shall be calculated in such a way as to discount the value corresponding to the α coefficient of the **Homogeneous Section** that had its **Volumetric Trigger** reached, but the respective work has not been completed within the period provided for in this **Agreement**, in accordance

with following formula:

$$D = \frac{R}{VEQ_{Rn-1}}$$

Being:

$$R = \frac{\alpha \times PC}{Fa}$$

and

$$Fa = \frac{(1 + i)^m - 1}{i \times (1 + i)^m}$$

Where:

D is the **Rebalancing Discount – Factor D**;

R is the annual share of axle equivalents;

VEQ_{Rn-1} is the total volume of axle equivalents measured in the previous year;

α is the coefficient, measured by number of axle equivalents, calculated for each homogeneous section as provided for in **Annex 9**.

PC (Concessionaire Participation) is the proportion of **α** to be assumed by the **Concessionaire**, as provided for in **Annex 9**.

Fa is the Annuity Factor;

i is the reference rate equivalent to the regulatory discount rate applied to **Marginal Cash Flow**;

m: number of years remaining until the end of the concession.

2.7.2 The value corresponding to the coefficient **α** will be discounted in equal installments each year of the Remaining Term of the **Agreement**, as long as the non-execution lasts.

2.7.3 The predicted percentages will be multiplied by the non-performed percentages. These percentages will be calculated from the end of the period stipulated in **Annex 9** and will be based on the detailed physical execution approved by **ANTT**.

2.8 Failure to comply with the activities that result in the application of the **Rebalancing Discount** in the last year of the **Agreement** will indemnify the **Granting Authority** corresponding to the application of the sum of the **Rebalancing Discount** percentages related to the activities not fulfilled, on the estimated revenue for the year following the end of the **Concession**.

2.8.1 The estimated revenue referred to in item 2.8 of this **Annex** will be calculated from the following elements (i) and (ii):

(i) the **Toll Fare** calculated according to the following formula::

$$\text{Toll Fare} = \text{Basic Toll Fare} \times \text{IRT},$$

In which the **IRT** to be calculated will consider the two months prior to the end date of the **Concession**.

(ii) the **Projected Equivalent Tolled Total Volume** for the year following the end of the concession, expressed in vehicles equivalent to category 1 as per the table provided for in sub-clause 17.2.6 of the **Agreement**, in year t, plus the average growth rate of the **Equivalent Tolled Total Volume of the Highway** of the last 3 (three) years, according to the following formula:

$$VT\widetilde{Peq}_{t+1} = VT\text{Peq}_t \times \sqrt{\frac{VT\text{Peq}_t}{VT\text{Peq}_{t-2}}}$$

In which:

VT_{Peq}_t: **Equivalent Tolled Total Volume** of the **Highway**, expressed in vehicles equivalent to category 1 according to the table provided for in sub-clause 17.2.6 of the **Agreement**, effectively verified in year t. The equivalence factor for vehicles not classified in category 1 will be the **Fare Multiplier** according to the table provided in sub-clause 17.2.6 of the **Agreement**, for each category,

VT_{Peq}_{t-2}: **Equivalent Tolled Total Volume** of the **Highway**, expressed in vehicles equivalent to category 1 according to the table provided for in sub-clause 17.2.6 of the **Agreement**, effectively verified in year t-2. The equivalence factor for vehicles not classified in category 1 will be the **Fare Multiplier** according to the table provided in sub-clause 17.2.6 of the **Agreement**, for each category,

VT_{Peq}_{t+1}: **Projected Equivalent Tolled Total Volume**, expressed in vehicles equivalent to category 1 according to the table provided for in sub-clause 17.2.6 of the **Agreement**, for the year following t. The equivalence factor for vehicles not classified in category 1 will be the **Fare Multiplier** according to the table provided in sub-clause 17.2.6 of the **Agreement**, for each category.

2.8.2 The monetary value resulting from the calculation described in sub-clause 2.8.1 shall be transferred to the balance of **Factor C** at the end of the **Concession**, for eventual compensation, as provided in sub-clause 35.3 of the **Agreement** and in item 1.3.11 of **Annex 6**.

3. **Rebalancing Increase and Improvement Inventory**

3.1 The **Rebalancing Increase** does not constitute a kind of bonus in favor of the **Concessionaire**, but a pre-fixed mechanism for reimbursement of the

Concessionaire for the early completion of **PER Capacity Expansion and Improvement Works (Factor A)** or for the completion of the **Improvement Inventory** works (**Factor E**). It assumes that if these works were authorized or requested by **ANTT**, once they have been carried out, the additional financial cost must be reimbursed as a result of meeting the public interest by expanding the capacity available to users.

3.2 The **Rebalancing Increase** is the percentage increase to the value of the **Basic Toll Fare** pre-fixed in **Table II**, resulting from the following assumptions:

3.2.1 early completion of the **Capacity Expansion and Improvement Works** provided for in the **PER**, and its execution is subject to prior authorization from **ANTT**; or

3.2.2 conclusion of the **Improvement Inventory** works, upon previous request from **ANTT**.

3.3 The **Rebalancing Increase** will be applied to the **Rebalancing Discount** in the ordinary review subsequent to the completion of the works and services provided for in **Table II**, pursuant to the **Agreement** and the **PER**.

3.4 The result of the appraisal will determine the percentage related to the **Rebalancing Increase** to be applied annually to the **Basic Toll Fare**, from the ordinary review subsequent to the conclusion of the works and services until the end of the **Concession Term**.

3.5 The pre-fixed percentages will have the **Time Adjustment Coefficient** provided for in item 4 of this **Annex**.

3.6 In the event of early completion of the **Capacity Expansion and Improvement Works** provided for in **PER**, the **Additional Adjustment Coefficient** provided in **Table V** will also be applied in order to balance revenues and expenses over time, maintaining the neutrality of **Factor A** in case of anticipation of contractual obligations.

3.6.1 The **Additional Adjustment Coefficient** is a coefficient that aims to capture the anticipation time of the **Capacity Expansion and Improvement Works**.

3.7 The percentage for the **Rebalancing Increase - Factor A**, which will apply to the **Basic Toll Fare**, will be calculated according to the following formula:

$$A = [(CAA \times Dt) - Dt] \times CAT$$

In which:

A is the **Rebalancing Increase - Factor A**;

CAA is the **Additional Adjustment Coefficient** applied only to **Rebalancing Increase - Factor A**, as provided in **Table V**;

Dt is the pre-set percentage provided for in **Table II**; and

CAT is the **Time Adjustment Coefficient** provided in **Table IV** and applied as described in item 4 of this **Annex**.

3.8 The **Improvement Inventory** will be applied based on the improvements indicated in **Table II**.

3.8.1 In the event that there is no direct correspondence between the necessary improvement and the typifications provided for in **Table II**, **ANTT** may compose new percentages considering as reference the pre-fixed percentages in **Table II**, equating them.

3.8.2 The **Improvement Inventory** limit, as well as its balance after partial use, will be calculated based on the pre-fixed percentages in **Table II**, disregarding the application of the **Time Adjustment Coefficient**, since its incidence has only the purpose of temporarily adjusting the increase.

3.9 The percentage for the **Rebalancing Increase - Factor E**, which will apply to the **Basic Toll Fare**, will be calculated according to the following formula:

$$E = Dt \times CAT$$

In which,

A is the **Rebalancing Increase - Factor E**;

Dt is the pre-set percentage provided for in **Table II**; and

CAT is the **Time Adjustment Coefficient** provided in **Table IV** and applied as described in item 4 of this **Annex**.

4. Time Adjustment Coefficient

4.1 The **Time Adjustment Coefficient** consists of multiplying the calculated percentage of **Rebalancing Discount or Increase** by a preset value in **Table IV**, in order to balance revenues and expenses over time, maintaining the neutrality of **Factors D, A and E**.

4.2 The application of the **Time Adjustment Coefficient** will focus only on the items provided for in **Tables II and III**.

4.3. In the case of **Factor D**, the reference year of the **Time Adjustment Coefficient** in **Table IV** will correspond to the year foreseen for the execution of the works and services included in the **PER**.

4.3.1 **Factor D** will remain constant and will be applied as long as the non-execution continues after its incorporation through ordinary review.

4.4 In the case of **Factor A** and **E**, the reference year of the **Time Adjustment Coefficient** in **Table IV** will correspond to the year of completion of the execution of the works and services included in the **PER**.

4.4.1 Factor A and **Factor E** will remain constant until the end of the **Concession Term**, upon their incorporation through ordinary review.

5. Suppression of Works and Services

5.1 In the event of definitive exclusions of works and services included in the **PER**, approved by **ANTT**, and provided for in **Tables II and III** of this **Annex**, the restoration of the economic and financial balance will be achieved through the application of **Factor D** until the end of the **Concession Term**.

Table I – Indicators and Percentages of the Rebalancing Discount for the Recovery and Maintenance Front

Quality indicators or performance parameters in disagreement with the contractual forecast of the PER Recovery and Maintenance Front (1)		Percentage	Unit	Factor
1	Absence of depressions, bulges or exudate areas on the runway or shoulder	0.01476%	Per kilometer	D
2	No gap between contiguous traffic lanes	0.01010%	Per kilometer	D
3	Gap between traffic lane and shoulder as established in PER	0.01010%	Per kilometer	D
4	No arrow on wheel tracks according to performance parameters	0.01010%	Per kilometer	D
5	Compliance with Maximum Longitudinal Irregularity (IRI) limits	0.01942%	Per kilometer	D
6	Compliance with Maximum Cracked Area (TR) Limits	0.00621%	Per kilometer	D
7	Compliance with Maximum Characteristic Deflection (DC) limits	0.03624%	Per kilometer	D
8	Compliance with vertical signaling performance parameters	0.00063%	Per kilometer	D
9	Compliance with horizontal signaling performance parameters	0.00700%	Per kilometer	D
10	Compliance with protection and safety device performance parameters	0.01832%	Per kilometer	D
11	Compliance with electrical systems and lighting performance parameters	0.02164%	Per kilometer	D
12	Compliance with Enlargement, Reinforcement and Recovery OAEs performance parameters	0.00003%	Per square meter (4)	D
13	Rebuilding fences	0.00243%	Per kilometer and side of the Highway	D

(1) The percentage for indicators 1 to 11 should be multiplied by the extent of the work whose parameter is not being met, considering both lanes, considering segments of 1 km.

(2) The percentage for indicator 12 should be multiplied by the total area not completed if the work has not been completed.

(3) Corresponds to Special Works of Art in sections where there is no forecast of capacity expansion works.

(4) Corresponds to the area of the total board already enlarged, without transition slab.

Table II – Indicators and Percentages of the Rebalancing Discount for the Capacity Expansion, Service Level Maintenance and Improvements Front

Works and Services of the Capacity Expansion and Improvement Front		Percentage	Unit	Factor
1	Implantation of additional tracks (1)	0.03293%	Per kilometer	D/A
2	Footbridge installation (2)	0.05785%	Per unit	D/A/E
3	Implantation of marginal roads (1)	0.05608%	Per kilometer	D/A/E
4	Implantation of bus stops with stall (2)	0.00948%	Per unit	D/A/E
5	Acceleration and deceleration range adequacy (2)	0.00023%	Per unit	D/A/E
6	Elimination of frontal conflicts (2)	0.00454%	Per unit	D/A/E
7	Suitability of uneven devices	0.07435%	Per unit	D/A/E
8	Traffic channels (2)	0.01184%	Per unit	D/A/E
9	Access improvements (2)	0.00859%	Per unit	D/A/E
10	Implantation of even roundabouts (2)	0.06756%	Per unit	D/A/E
11	Implantation of uneven devices (2)	0.33672%	Per unit	D/A/E
12	Crossing nose (2)	0.00043%	Per unit	D/A/E
13	Implementation of marginal access branches (needles in Imbituba) (2)	0.00419%	Per unit	D/A/E
14	Track lowering (2)	0.00495%	Per unit	D/A/E
15	Implantation of bridges on marginal roads (3)	0.00039%	Per square meter	D/A/E

(1) The percentage for the indicator shall be multiplied by the extent of the work not yet approved by ANTT, in relation to the expected extension for the respective year, for the calculation of the discount, and shall be multiplied by the additional extension completed, relative to the expected extension for the respective year for the calculation of the increase.

(2) The percentage for the indicator shall be multiplied by the percentage of non-execution of the work approved by ANTT, in relation to the percentage foreseen for the respective year, for the calculation of the discount, and shall be multiplied by the percentage of additional execution, in relation to the percentage forecast for the respective year for the calculation of the increase.

(3) Corresponds to the Special Works of Art in the stretches provided for the km 329 + 900 marginal road, north and south side.

Table III – Operational Services Front Rebalancing Discount Indicators and Percentages

Works and Services of the Operational Services Front (2)		Percentage	Unit	Factor
1	Implantation of PRF posts	0.03099%	Per unit	D
2	Adjustment of PRF posts	0.01860%	Per unit	D
3	Remote Sensing and Detection Devices (SAT)	0.00962%	Per unit	D
4	Implantation of fixed PMV	0.03508%	Per unit	D
5	CCTV deployment on footbridges	0.00247%	Per unit	D
6	CCTV deployment on the track	0.00971%	Per unit	D
7	Implantation of speed control system	0.02132%	Per unit	D
8	Weighing system implantation	0.53745%	Per unit	D
9	Height detector deployment	0.01080%	Per unit	D
10	Implantation of weather sensing system	0.02513%	Per unit	D
11	Implantation of optical fiber (1)	0.00376%	Per kilometer	D

(1) The percentage relative to the indicator shall be multiplied by the extent of the work not yet approved by ANTT, in relation to the extension expected for the respective year.

(2) The percentage relative to the indicator shall be multiplied by the percentage of non-execution of the work approved by ANTT, in relation to the percentage expected for the respective year.

Table IV – Time Adjustment Coefficient (CAT) for each concession year

Concession year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Time Adjustment Coefficient	1.100	1.210	1.333	1.470	1.622	1.791	1.981	2.194	2.434	2.704	3.011	3.359	3.757	4.215	4.744

Concession year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Time Adjustment Coefficient	5.360	6.084	6.942	7.972	9.225	10.776	12.738	15.285	18.713	23.549	30.850	43.081	67.637	141.49	--

Table V – Additional Adjustment Coefficient (CAA) – Rebalancing Increase

Years anticipated	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Additional Adjustment Coefficient	1.092	1.192	1.302	1.422	1.553	1.696	1.852	2.022	2.208	2.411	2.633	2.875	3.140	3.429	3.744

Years anticipated	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Additional Adjustment Coefficient	4.088	4.465	4.875	5.324	5.814	6.349	6.933	7.570	8.267	9.027	9.858	10.765	11.755	12.837	14.018

Annex 6 – Factor C

1. Introduction

- 1.1 The purpose of this **Annex** is to specify the methodology for the measurement, calculation and rebalancing arising from events that have an impact exclusively on toll revenues, extraordinary or monies due by the **Concessionaire**, for the provision of public services object of the **Concession**.
- 1.3 The rebalancing events that have an impact on the **Concessionaire's** toll revenues, extraordinary or funds, under the terms of sub-clause 1.1 above, will be calculated in the form of this **Annex**, extracting from its calculation the **Factor C** levied on the amount of the **Basic Toll Fare**, as provided for in the **Agreement**:
 - 1.3.1 Failure to use all annual Traffic Safety funds as provided in the **Agreement**;
 - 1.3.2 Failure to use all **RDT** funds as provided for in the **Agreement**;
 - 1.3.3 Change in revenues by rounding the **Toll Fare** as provided for in the **Agreement**;
 - 1.3.4 Change in revenues arising from the delay in applying the **Toll Fare** adjustment in the previous period;
 - 1.3.5 Change in revenues resulting from the reduction or increase of the Tax on Services of Any Nature (ISSQN) rate and the PIS and COFINS tax rate;
 - 1.3.6 Revenue alteration resulting from a court decision that makes it impossible to partially or fully charge the **Toll Fare**;
 - 1.3.7 Failure to use all expropriation funds as provided for in sub-clause 8.2.2 of the **Contract**;
 - 1.3.8 Application of **Extraordinary Revenues** in the tariff reduction;
 - 1.3.9 Eventual balance of events from previous years not reverted to **Toll Fare**;
 - 1.3.10 Change in revenue from the execution of works and services after the **PER** deadline;
 - 1.3.11 Change in revenue resulting from indemnification to the Government, as described in sub-clause 2.8 of **Annex 5** of the **Concession Agreement**.

- 1.4 All events in sub-clause 1.3 relating to tariff installments or percentages shall be converted into amounts to be credited or debited from the balance of Account C as provided in sub-clause 2.1, based on traffic and revenues earned during the corresponding year, as would happen if the events actually took place.
- 1.5 The measurement of **Factor C** will be made annually and will start from the beginning of the **Toll Fare** collection by the **Concessionaire**, with its first application provided for in the ordinary review following the 1 (one) year from the beginning of the **Toll Fare** collection.
- 1.5.1 The first application of **Factor C** will take into account all rebalancing events that impact the **Concessionaire's** revenues and amounts since the **Concession Assumption Date**.
- 1.6 **Factor C** referred to in sub-clause 17.3.3 shall be used at initial prices.

2. Factor C calculation methodology

- 2.1 **Factor C** shall be calculated according to the following formula:

$$c_{t+1} = \frac{Cd_{t+1} + (c_t \times (\widetilde{VTPeq}_t - VTPeq_t)) \times (1 + r_t)}{\widetilde{VTPeq}_{t+1}}$$

In which:

t: represents the year of occurrence of events subject to the application of **Factor C**
 c_t : **Factor C** incident on the **Basic Toll Fare** of year t

c_{t+1} : **Factor C** levied on the **Basic Toll Fare** for the year following t. Prior to its incidence on the toll fare, as provided for in sub-clause 17.3.3, **Factor C** shall be converted at initial prices.

$VTPeq_t$: **Equivalent Tolloed Total Volume** of the **Highway**, expressed in vehicles equivalent to category 1 as per table provided in sub-clause 17.2.6 of the **Agreement**, effectively verified in year t. The equivalence factor for vehicles not classified in category 1 will be the **Fare Multiplier** according to the table provided in sub-clause 17.2.6 of the **Agreement**, for each category,

\widetilde{VTPeq}_t : Estimated **Equivalent Tolloed Total Volume** calculated in the previous year for the current year, expressed in vehicles equivalent to Category 1 as per the table provided for in sub-clause 17.2.6 of the **Agreement**. The equivalence factor for vehicles not classified in category 1 will be the Multiplier of the table provided for in sub-clause 17.2.6 of the **Agreement**, for each category,

\widetilde{VTPeq}_{t+1} : Projection of the **Equivalent Tolloed Total Volume**, expressed in vehicles equivalent to category 1 as per table provided in sub-clause 17.2.6 of the **Agreement**, for the year following t. The equivalence factor for

vehicles not classified in category 1 will be the **Fare Multiplier** according to the table provided in sub-clause 17.2.6 of the **Agreement**, for each category,

r_t : Nominal Interest Rate equivalent to the **Marginal Cash Flow** discount rate provided for in sub-clause 21.5 defined below in year t :

$$\text{Interest Rate} = [(1 + i) \times (1 + f)] - 1$$

In which:

Interest Rate: interest rate that will be applied to the remaining balance of **Account C** (r_t).

i : represents the variation, in the period, of the same index used for the calculation of the adjustment for monetary restatement of the **Toll Fare** by **IRT**.

f : Real interest rate equivalent to the **Marginal Cash Flow** discount rate provided for in sub-clause 21.5 of the **Agreement**.

Cd_{t+1} : Account C amount to be applied in the year following t , as per item 2.3.

Cd_t : Number of rebalancing events properly adjusted to the actual traffic of year t and effectively applied to the calculation of c_t .

Account C balance will be calculated using the following formulas:

$$C'_t = \sum_{i=1}^n F_{i_t} + FC_t$$

$$FC_t = C_{t-1} \times (1 + r_t)$$

$$C_t = C'_t - Cd_{t+1}$$

In which:

C'_t : Provisional Balance for Account C at the end of year t ,

F_{i_t} : Event as provided in item 1.3 of year t , except as provided in item 1.3.11,

FC_t : Eventual balance of events from previous years not reverted to the Toll Fare as provided in item 1.3.9, subject to the treatment provided in item 2.3.1,

C_t : Final balance for Account C at the end of year t .

2.2 The measurement of the parameters provided for in item 2.1 will be based on the following criteria:

2.2.1 For the rebalancing events parameter, the rebalancing events will be calculated by calculating the difference between the originally forecast value under the **Agreement** and the value actually verified according to the increase or decrease resulting from the rebalancing event.

2.2.2 For the Traffic Projection parameter:

- a) The Traffic Projection for the first application of **Factor C**, at t+1, as provided for in item 1.5, shall be the **Equivalent Tolled Total Volume** of the **Highway**, expressed in vehicles equivalent to category 1 as per the table provided for in sub-clause 17.2.6 of the **Agreement**, in year t, plus 2% (two per cent) according to the following formula:

$$\widetilde{VTPeq}_{t+1} = 1,02 \times VTPeq_t$$

- b) The Traffic Projection for the second application of **Factor C**, at t+1, shall be the **Equivalent Tolled Total Volume** of the **Highway**, expressed in vehicles equivalent to category 1 as per the table provided for in sub-clause 17.2.6 of the **Agreement**, in year t, plus the **Equivalent Tolled Total Volume** of the **Highway** growth rate over the past two years, according to the following formula:

$$\widetilde{VTPeq}_{t+1} = VTPeq_t \times \left(\frac{VTPeq_t}{VTPeq_{t-1}} \right)$$

In which:

$VTPeq_{t-1}$: **Equivalent Tolled Total Volume** of the **Highway**, expressed in vehicles equivalent to category 1 as per table provided in sub-clause 17.2.6 of the **Agreement**, effectively verified in year t-1. The equivalence factor for vehicles not classified in category 1 will be the **Fare Multiplier** according to the table provided in sub-clause 17.2.6 of the **Agreement**, for each category,

- c) The Traffic Projection for the third and other **Factor C** applications shall be the **Equivalent Tolled Total Volume** of the **Highway**, expressed in vehicles equivalent to category 1 as per the table provided for in sub-clause 17.2.6 of the **Agreement**, in year t, plus the **Equivalent Tolled Total Volume** of the **Highway** growth rate over the past three years, according to the following formula:

$$\widetilde{VTPeq}_{t+1} = VTPeq_t \times \sqrt{\frac{VTPeq_t}{VTPeq_{t-2}}}$$

Em que:

$VTPeq_{t-2}$: **Equivalent Tolled Total Volume** of the **Highway**, expressed in vehicles equivalent to category 1 as per table provided in sub-clause 17.2.6 of the **Agreement**, effectively verified in year t-2. The equivalence factor for vehicles not classified in category 1 will be the **Fare Multiplier** according to the table provided in sub-clause 17.2.6 of the **Agreement**, for each category

- 2.3 Subject to the provisions of sub-clause 2.3.1, **ANTT** will determine the amount of Account C to be used in the calculation of **Factor C** which will be

levied on the following year's **Basic Toll Fare**, and may opt for an amount less than the total balance of Account C to avoid large tariff swings.

2.3.1 The events foreseen in items 1.3.1 to 1.3.5 shall be related to the **Basic Toll Fare** of the following year.

2.3.2 The remaining balance shall be increased by the interest rate equivalent to the **Marginal Cash Flow** discount rate provided for in Sub-Clause 21.5 of the **Agreement** until the date of its application, as shown below, and transferred to **Factor C** of subsequent years, as of sub-clause 1.3.9:

$$\text{Interest Rate} = [(1 + i) \times (1 + f)] - 1$$

In which:

Interest Rate: interest rate that will be applied to the remaining balance of Account C.

i: represents the variation, in the period, of the same index used for the calculation of the adjustment for monetary restatement of the **Toll Fare** by IRT.

f: Interest rate equivalent to the **Marginal Cash Flow** discount rate provided for in sub-clause 21.5 of the **Agreement**.

2.4 The rebalancing events that generate impact on the **Concessionaire's** revenues and amounts, pursuant to item 1.3 of this **Annex**, calculated in the last 2 years of the **Concession Term** will generate indemnity corresponding to the balance of **Account C** in favor of the **Concessionaire** or **Granting Authority**, depending on the case.

Annex 7 – Transition A

1. Presentation

1.1. The Transition dealt with in this **Annex** to the **Agreement** considers the interaction between **SPE** and the **Granting Authority** or the **Previous Operator** and is intended to facilitate the assumption of the operation of the **Highway System**.

1.2. The transition dealt with in this **Annex** is intended to facilitate the assumption of the operation of the **Highway System** and the transfer of **Reversible Goods**, as well as to guarantee the quality, continuity and timeliness of the provision of the service.

1.2.1. **Transition A** is not necessary or indispensable for the fulfillment of the **Agreement** by **SPE**, which assumes that it has full conditions for the execution of the **Agreement** regardless of the performance of the activities dealt with in this **Annex**.

- 1.2.2. The **Granting Authority** is not responsible for any mistakes, errors or problems that occurred in this transition process, which will not exempt **SPE** from any liability provided for in the **Agreement**.

2. Transition Team

- 2.1. **SPE** will create a Transition Team responsible for implementing the **Operational Transition Plan**.
- 2.1.1. The Transition Team will be made up of **SPE** professionals allocated in the areas of expertise necessary for the continued operation of the **Highway System**.
- 2.2. The Transition Team will monitor the operation of the **Highway System** until the end of **Coexistence Phase A**, will assimilate the information provided and implement the **Operational Transition Plan**.
- 2.3. The Transition Team will send to **ANTT**, at the end of **Coexistence Phase A**, a final report on the activities carried out during the transition phase.

3. Coexistence Phase A

- 3.1. **Coexistence Phase A** will commence on the day following the date of signature of the **Agreement** and will end with the signing of the Term of Listing and Transfer of Goods, pursuant to sub-clause 4.2.2 of the **Agreement**.
- 3.2. During **Coexistence Phase A**, the Transition Team will be responsible for, among other activities:
- 3.2.1. Implementing the **Operational Transition Plan**;
- 3.2.2. Monitoring the operation of the **Highway System**;
- 3.2.3. Planning the composition of its staff;
- 3.2.4. Initiating interaction with the actors and agents involved in the operation of the **Highway System**;
- 3.2.5. Using the physical spaces provided by the **Granting Authority** or the **Previous Operator**.
- 3.3. The **SPE** may apply alternative means to those indicated above to obtain information relevant to the performance of its activities during the transition phase.
- 3.4. After signing the **Agreement**, **SPE** will be able to perform the necessary interventions to meet the **PER Performance Parameters**.

Annex 8 – Transition B

1. Presentation

- 1.1. The Transition dealt with in this **Annex** considers the interaction between the **Concessionaire** and the **Granting Authority** or the **Future Operator** at the end of the **Concession**.
- 1.2. The Transition dealt with in this **Annex** is intended to facilitate the assumption of the operation of the **Highway System** and the transfer of **Reversible Goods**, as well as to guarantee the quality, continuity and timeliness of the provision of the service.
- 1.3. The **Granting Authority** is not responsible for any mistakes, errors or problems in this transition arising from the relationship between the **Concessionaire** and the **Future Operator**.
- 1.4. The **Concessionaire's** obligations and responsibilities under the **Agreement** will remain unchanged during the Transition.
- 1.5. For all Transition procedures, without prejudice to other contractual provisions, the provisions of Clause 28 of the **Agreement** shall apply.

2. Initial Closing Inspection

- 2.1. Twenty-four months prior to the expiration of the **Concession's** contractual term, the **Initial Closing Inspection** will begin, at the end of which the **Initial Closing Report** will be issued.
- 2.2. The **Initial Closing Report** will be issued within 1 (one) month from the beginning of the **Initial Closing Inspection**.
- 2.3. The **Initial Closing Report** will contain, in detail, the monitoring result, the inventory with the list of goods and their status, as well as the nonconformities of the elements regarding their performance and functionality parameter.
- 2.4. The Initial Closing Report should cover the analysis of:
 - (i) The **Concession Goods** and elements of the **Highway System** in relation to their **Performance Parameters** defined in the **PER**;
 - (ii) The **Concession Goods** and elements of the **Highway System**, including those necessary for its monitoring and verification of its functionality;
 - (iii) Other **Concession Goods** and elements of the **Highway System** that are not covered by the assumptions described in items 2.4 (i) and (ii).

- 2.5. **ANTT** or a third party authorized by it may use the prerogative provided in sub-clause 14.2 of the **Agreement** for the preparation of the inventory of **Concession Goods**.

3. Intermediate Closing Inspection

- 3.1. Twelve months before the expiration of the Concession contractual term, the **Intermediate Closing Inspection** will begin, at the end of which the **Intermediate Closing Report** will be issued.
- 3.2. The **Intermediate Closing Report** will be issued within 1 (one) month from the beginning of the **Intermediate Closing Inspection**.
- 3.3. The **Intermediate Closing Report** shall contain, in addition to the items provided for in item 2.4, the evaluation of the outstanding issues verified in the **Initial Closing Report**.
- 3.4. **ANTT** or a third party authorized by it may use the prerogative provided in sub-clause 14.2 of the **Agreement** for the preparation of the inventory of **Concession Goods**.

4. Final Closing Inspection

- 4.1. One month prior to the expiration of the **Concession's** contractual term, the **Final Closing Inspection** will begin, at the end of which the **Final Closing Report** will be issued.
- 4.2. The **Final Closing Report** shall contain, in addition to the items provided for in item 2.4, the evaluation of the outstanding issues verified in the **Intermediate Closing Report**.
- 4.3. The **Final Closing Report** will be issued no later than 5 (five) business days prior to the end of the **Concession**.
- 4.3.1 In the event of non-compliance with any of the outstanding issues indicated in the **Intermediate Closing Report**, these will be cleared under Clause 35 of the **Agreement**.
- 4.3.2 The listing of **Reversible Goods** shall be written considering the inventory of **Concession Goods** contained in the **Final Closing Report**.
- 4.4. **ANTT** or a third party authorized by it may use the prerogative provided in sub-clause 14.2 of the **Agreement** for the preparation of the inventory of **Concession Goods**.

5. Coexistence Phase

- 5.1. **Coexistence Phase B** is the cohabitation period between the **Concessionaire** and the **Granting Authority** or the **Future Operator**, aiming at the appropriate operational transition and the continuity of the adequate rendering of services.

5.2. **Concessionaire** Obligations:

5.2.1 During the **Coexistence Phase**, the **Concessionaire** shall:

- (i) Provide documents, including operational documents, as well as contracts related to the object of the **Concession**;
- (ii) Provide other information about the operation of the **Highway System**;
- (iii) Cooperate with **the Granting Authority** or the **Future Operator** and **ANTT** for the proper transmission of knowledge and information;
- (iv) Allow the monitoring of the operation of the **Highway System** and the regular activities of the **Concessionaire** by the **Granting Authority** or by the **Future Operator**;
- (v) Promote the training of the **Granting Authority** or the **Future Operator** regarding the operation of the **Highway System**;
- (vi) Collaborate with the **Granting Authority** or the **Future Operator** in preparing any reports required for the transition process;
- (vii) Refer professionals from relevant knowledge areas for operational transition during the **Coexistence Phase**;
- (viii) Provide physical space for accommodation of the **Granting Authority's** or **Future Operator's** working groups during this period;
- (ix) Assist in staff planning;
- (x) Interact with the **Granting Authority** or the **Future Operator** and other actors and agents involved in the operation of the **Highway System**;
- (xi) Collaborate in other ways indicated by **ANTT**.

Annex 9 - Risk Sharing Related to Service Level Maintenance Works

1. Introduction

- 1.1 The rules set forth in this appendix specify the risk allocation procedure between the **Concessionaire** and the **Granting Authority** for **Service Level Maintenance Works** triggered by the **Volumetric Trigger** provided for in sub-clause 9.4 of this **Agreement** and in item 3.2.3 of **PER**.

2. Operation

- 2.1 The allocation of the risk related to the execution costs of the **Service Level Maintenance Works** provided for in item 3.2.3 of the **PER**, whose **Volumetric Triggers** are reached by the 25th year of the **Concession**, will respect the rules set forth in this **Annex**, considering the following variables:

Actual VEQ (VEQ_{Rn}): equivalent axle volume actually measured at all toll plazas in year n .

Accumulated Actual VEQ (VEQ_{RA_n}): accumulated equivalent axle volume effectively measured on all toll plazas by year n .

Agreement VEQ (VEQ_{Cn}): equivalent axle volume estimated in **Agreement** for all toll plazas in year n .

Accumulated Agreement VEQ (VEQ_{CA_n}): cumulative equivalent axle volume estimated in **Agreement** for all toll plazas up to year n .

α : specific coefficient calculated for each **Homogeneous Section** for which the **Volumetric Trigger** has been predicted, according to **Tables IV** and **V**, measured in number of equivalent axes.

Accumulated α (α_A): Sum of the m th coefficients α accounted for up to year n that were allocated as the **Concessionaire's** risk.

Concessionaire Participation (PC): Proportion of α to be assumed by the **Concessionaire**, whose minimum value is 0 (zero percent) and maximum is 1 (one hundred percent).

Granting Authority Participation (PPC): Proportion of α to be assumed by the **Granting Authority**, whose minimum value is 0 (zero percent) and maximum is 1 (one hundred percent).

Balance (S_n): balance, in year n , of equivalent axes resulting from the formulation given below.

Thus, there are the following formulations:

Table I - Formulations

Balance (S_n)	$S_n = (VEQ_{RAn-1} - VEQ_{CAn-1}) - \alpha_{Am-1} + (VEQ_{Rn} - VEQ_{Cn}) - (\alpha_m \times PC_m)$
Accumulated Actual VEQ (VEQ_{RAn})	$VEQ_{RAn} = \sum_{i=1}^n VEQ_{Ri}$
Accumulated Agreement VEQ (VEQ_{CAn})	$VEQ_{CAn} = \sum_{i=1}^n VEQ_{Ci}$
Accumulated α_m (α_{Am})	$\alpha_{Am} = \sum_{j=1}^m \alpha_j \times PC_j$
Concessionaire Participation (PC)	$PC_m = \frac{S_{n-1} + (VEQ_{Rn} - VEQ_{Cn})}{\alpha_m}$
Granting Authority Participation (PPC)	$PPC_m = 1 - PC_m$

2.2 In the event of triggering a **Volumetric Trigger** for the **Service Level Maintenance Works** provided for in item 3.2.3 of the **PER**, the division of the burden between **Granting Authority** and **Concessionaire** shall occur as follows:

Table II – Risk Allocation

Possible Situations	Risk Allocation
$S_{n-1} + (VEQ_{Rn} - VEQ_{Cn}) \geq \alpha_m$	To the Concessionaire , according to the sub-clause 9.4.4 (i)
$S_{n-1} + (VEQ_{Rn} - VEQ_{Cn}) \leq 0$	To the Granting Authority , pursuant to sub-clause 9.4.4 (ii)
$0 < S_{n-1} + (VEQ_{Rn} - VEQ_{Cn}) < \alpha_m$	Shared between the Granting Authority and the Concessionaire , according to the formulations previously presented and pursuant to sub-clause 9.4.4 (iii)

2.3 Therefore, in a given year n when trigger m is triggered, the accumulated balance and magnitude of the new investment are evaluated, determining the responsibility structure for assuming the burden of the work. It is noteworthy that in the Balance (S_n) will only be accumulated α assumed by the **Concessionaire**, in the respective

proportions. In situations where the risk allocation is left to the **Granting Authority**, the corresponding α will not be accumulated to the Balance (Sn).

2.4 Table III below presents the annual references of **VEQ Agreement** (VEQC_n) and **VEQ Accumulated Agreement** (VEQCA_n) for the purpose of calculating the Balance (Sn), in order to allow the risk allocation of works to be determined by the **Volumetric Trigger**. Namely:

Table III – VEQ Agreement (VEQC_n) e VEQ Accumulated Agreement (VEQCA_n)

Concession Year	VEQ Agreement (VEQC _n)	VEQ Accumulated Agreement (VEQCA _n)	Concession Year	VEQ Agreement (VEQC _n)	VEQ Accumulated Agreement (VEQCA _n)
2	55.348.965	55.348.965	14	80.039.390	871.358.465
3	57.056.435	112.405.400	15	82.537.998	953.896.462
4	58.832.708	171.238.108	16	85.118.365	1.039.014.827
5	60.842.925	232.081.033	17	88.021.170	1.127.035.997
6	62.561.730	294.642.763	18	90.503.575	1.217.539.572
7	64.520.320	359.163.083	19	93.312.068	1.310.851.640
8	66.539.318	425.702.400	20	96.238.455	1.407.090.095
9	68.801.229	494.503.629	21	99.509.910	1.506.600.005
10	70.758.353	565.261.982	22	102.342.898	1.608.942.902
11	72.978.648	638.240.629	23	105.529.348	1.714.472.250
12	75.262.088	713.502.717	24	108.828.948	1.823.301.197
13	77.816.358	791.319.075	25	112.534.020	1.935.835.217

2.5 Table V below shows the α for the additional ranges (2x2>2x3) of each **Homogeneous Section** subjected to the **Volumetric Trigger** mechanism:

Table IV – α Ratio for each Homogeneous Section – Additional Ranges (2x2>2x3)

TH	BR	Locality		Start	End	Extension (km)	α
1	101/SC	Paulo Lopes	Garopaba	244.7	273.0	28.3	38.847.536 + (561.494 x PR)
3	101/SC	Imbituba	Laguna	282.3	312.0	29.7	37.636.243 + (588.855 x PR)
7	101/SC	Jaguaruna	Criciúma	351.0	395.0	44.0	54.943.527 + (872.378 x PR)
8	101/SC	Criciúma	Araranguá	395.0	412.0	17.0	42.130.130 + (337.055 x PR)
9	101/SC	Araranguá	Sombrio	412.0	436.0	24.0	29.710.824 + (475.842 x PR)

10	101/SC	Sombrio	RS Border	436.0	465.1	29.1	$36.726.263 + (576.959 \times PR)$
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Where the Remaining Term (PR) (in years) refers to the period from the trigger date of the **Volumetric Trigger** until the end of the **Concession Term**, minus 1 (one) year.

- 2.6** After the final delivery of the works triggered by the **Volumetric Trigger**, the effective Remaining Term will be measured, the result of which should replace the initial α calculation for Balance (Sn) calibration purposes, in which case no change in the risk allocation initially appointed by the rule.
- 2.7** In a situation that requires the application of **Factor D**, as provided for in item 2.7 of **Annex 5**, the calculated portion R shall be discounted from the Balance (Sn).
- 2.8** In the event of interruption of collection and/or counting at any of the toll plazas, for reasons beyond the management of the **Concessionaire**, the VEQs used for economic and financial rebalancing via Factor C will be considered in the calculation of the Accumulated Actual VEQ.