

CONCESSION NOTICE NO. 2/2026

Federal Highway Road System BR-070/174/364/MT and BR-174/364/RO

- BR-364/RO Highway, from the junction with BR-435/RO in Vilhena/RO to the RO/MT state border;
- BR-364/MT Highway, from the RO/MT state border to the junction with MT-235 in Sapezal/MT;.
- BR-174/MT Highway, from the junction with BR-364/MT in Comodoro/MT to the junction with BR-070/MT in Cáceres/MT;
- BR-070/MT Highway – from the junction with BR-174/MT in Cáceres/MT to the junction with BR-163/364/MT in Cuiabá/MT.

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Part I - Preamble

The Federal Government, through the **ANTT**, makes public, by means of this Concession Tender Notice, the conditions for privatization, in the **Auction** modality, via international competition, in order to select the best proposal aiming at the execution of a **Concession Contract** for the operation of the **Concession**.

This privatization shall be governed by the rules set forth in this **Public Tender Notice** and its **Exhibits**, and by Law No. 8,987, of February 13, 1995; Law No. 9,074, of July 7, 1995; Law No. 9,491, of September 9, 1997, regulated by Decree No. 2,594, of May 15, 1998; Law No. 10,233, of June 5, 2001; Law No. 13,334, of September 13, 2016; Decree No. 2.444, of December 30, 1997, and subsidiarily 1. by Law No.14,133, of April 1st, 2021, and other rules in force on the matter.

The Investment Partnership Program Committee of the Brazilian Federal Executive submitted an opinion in favor of the qualification for under the PPI of the aforementioned **Highway System**, pursuant to CPPI Resolution No. 52, of May 8, 2019. The road system in question was qualified as a priority project in the Investment Partnerships Program (PPI) of the Presidency of the Republic and the National Privatization Program (PND), through Decree No. 9,972, of August 14, 2019.

A public hearing was held with a period for submitting contributions from December 27, 2021 to February 25, 2022, in compliance with ANTT Resolution No. 5,624, of December 21, 2017, as per Public Hearing Notice No. 9/2024, with in-person and virtual sessions held on February 3, 2022, in Brasília/DF; on February 7, 2022, in the Municipality of Cuiabá/MT; on February 9, 2022, in the Municipality of Vilhena/RO; and on February 11, 2022, in the Municipality of Porto Velho/RO, and was announced to the public through publication in the Official Gazette of the Federal Government and on the website www.antt.gov.br as of December 17, 2021. In order to expand participation opportunities for interested parties, the in-person session held in Brasília/DF was also opened for virtual participation.

The criterion for deciding the best economic proposal shall be of the lowest toll fare value, according to article 15, sub-section I, of Law No. 8,987, of February 13, 1995, as amended by Law No. 9,648, of May 27, 1998; by article 34-A, paragraph 2, IV, of Law No. 10,233, of June 5, 2001. The receipt of proposals and other documents required to participate in the **Auction**, as well as the opening of the proposals in a public session, shall be held at the headquarters of B3 S.A., located at Rua XV de Novembro, 275, Centro, São Paulo/SP, on the dates stipulated in this **Public Tender Notice**.

The present privatization **Public Tender Notice**, its **Exhibits**, as well as all available information, studies, and plans on the **Highway System** may be obtained on the ANTT website, [\[www.antt.gov.br\]](http://www.antt.gov.br), with the rules provided for in this regard in the **Public Tender Notice** applying to the availability of this information and these studies.

Part II – Definitions

For the purposes of this **Public Tender Notice**, and without prejudice to other definitions set forth herein, the following definitions apply to its respective expressions:

- (i) **Grantee: Bidder** winning the bidding process.
- (ii) **AGU:** Attorney-General of the Federal Government.
- (iii) **Exhibit:** each of the documents attached to the **Public Tender Notice**.
- (iv) **Exhibit to the Draft Contract:** Each of the documents attached to the **Draft Contract**.
- (v) **ANTT:** National Land Transportation Agency.
- (vi) **Linked Funds Contribution:** financial contribution to be made by the **Grantee** and that must be considered in the **Written Economic Proposal** and in the **Final Economic Proposal**, according to the **bid offered**.
- (vii) **Minutes of the Auction:** Minutes published by the **Grant Committee** after the **Public Session of the Auction**, containing the ranking order of the **Written Economic Proposals**, the **Final Economic Proposal** and any occurrences during the Session.
- (viii) **B3 S.A.:** B3 S.A. – Brazil, Stock Exchange.
- (ix) **BNDES:** *Banco Nacional de Desenvolvimento Econômico e Social*. [the “National Bank for Economic and Social Development”].
- (x) **Affiliate:** company subject to significant influence from 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 twenty percent (20%) or more of the voting capital of the investee, without controlling it.
- (xi) **Grant Committee:** Committee established by **ANTT** that shall be responsible for examining and deciding all documents and conducting the procedures related to the **Auction**.
- (xii) **Concession:** administrative contract to delegate the operation of the infrastructure and the rendering of the public service of recovery, operation, maintenance, monitoring, conservation, implementation of improvements, expansion of capacity, and maintenance of the service level of the **Highway System**, under the terms of, within the deadlines of, and under the conditions set forth in the **Draft Contract**, including but not limited to **Exhibit 2** of the **Draft Contract**.
- (xiii) **Concessionaire: SPE**, as defined below, to be organized in accordance with the laws of the Federative Republic of Brazil, with the exclusive purpose of operating the **Concession** of the **Highway System**.
- (xiv) **Consortium:** group of companies, jointly and severally liable for the fulfillment of the obligations arising from this bidding procedure and bound by a Commitment Instrument to Organize a Special Purpose Entity, as per **Exhibit 5 - Qualification Documents**.
- (xv) **Contribution Account:** bank account held by and opened by the **Concessionaire** for the deposit by the **Grantee** of the amount of **Linked Funds** provided for in the **Final Economic**

- Proposal**, it being understood that at the time of its creation, powers shall be granted for the operation of the **Contribution Account** exclusively by **ANTT**, for the purposes and terms provided for in the **Contract**.
- (xvi) **Contract: Concession** contract for the recovery operation, maintenance, conservation, implementation of improvements, and extension of the capacity of the **Highway System**, to be entered into by the **Federal Government**, represented by **ANTT**, and the **Concessionaire**, which shall be governed by the laws of the Federative Republic of Brazil, the draft of which is part of Part VII of this **Public Tender Notice**.
 - (xvii) **Subsidiary**: any legal entity or investment fund whose **Control** is exercised by another person or investment fund and understood as being that company in which the **Controller**, directly or through other subsidiaries, holds shareholder rights that permanently assure it preponderance in corporate resolutions and the power to elect the majority of the **Subsidiary's** officers and directors, pursuant to article 243, paragraph 2, of Law No. 6,404, of December 15th, 1976.
 - (xviii) **Controller**: Any person or investment fund that exercises **Control** over another person or investment fund.
 - (xix) **Control**: the power, held by a person or group of persons bound by a voting agreement or those under common control, to, directly or indirectly, alone or jointly: (i) permanently exercise rights that assure it the majority of votes in the corporate resolutions and the power to elect the majority of the officers and directors of another person, investment fund, or private pension entities, as the case may be; and/or (ii) effectively direct corporate activities and guide the operation of the bodies of another person, investment fund, or private pension entity.
 - (xx) **Accredited Brokerage Firms**: brokerage firms authorized to operate at **B3 S.A.**, hired by the **Bidders**, through a brokerage contract, to represent them in all acts related to the **Auction** with **B3 S.A.**.
 - (xxi) **Date of Assumption**: date of signing of the Assignment and Transfer of Property Instrument (**Exhibit 1** of the **Contract**).
 - (xxii) **Date for Receipt of Envelopes**: the date and time indicated in **Exhibit 22 - Auction Schedule** of the **Public Notice** for the **Bidders** to submit the documents required for their participation in the **Auction**, through the **Auction Platform** of **B3 S.A.**.
 - (xxiii) **Discount on the Toll Fare**: percentage amount presented in the **Bid** offered by the **Bidder**, expressed to two decimal places, corresponding to the discount applied on the **Basic Toll Fare**, pursuant to the terms of article 15, sub-section I, of Federal Law No. 8,987/1995.
 - (xxiv) **DNIT**: National Department of Transport Infrastructure.
 - (xxv) **Qualification Documents**: set of documents listed in the **Public Tender Notice**, to be mandatorily presented by the **Bidders**, intended to prove their legal registration, tax and labor good standing, technical capacity, and economic and financial qualification.
 - (xxvi) **DOU**: Official Gazette of the Federal Government.
 - (xxvii) **Public Tender Notice**: this **Public Tender Notice** for **Concession** No. 02/2026 and all its **Exhibits**.

- (xxviii) **Brazilian Company:** a company organized in accordance with Brazilian law and having its headquarters in Brazil.
- (xxix) **Live Voice Stage:** The stage of the **Auction** conducted out loud, in which **Bidders**, according to the rules and limitations set forth in this **Public Tender Notice** and in the **Auction Procedures Manual**, may submit Bids in addition to that contained in the **Written Economic Proposal**.
- (xxx) **Bid Guarantee:** the guarantee of fulfillment of the proposal to be submitted by the **Bidders**, pursuant to this **Public Tender Notice**.
- (xxxi) **Contract Performance Guarantee:** the guarantee of the faithful fulfillment of the obligations under the **Contract**, to be maintained by the **Concessionaire** in favor of **ANTT**, in the amounts and under the terms defined in the **Draft Contract**.
- (xxxii) **IBGE:** The Brazilian Institute of Geography and Statistics [*Instituto Brasileiro de Geografia e Estatística*].
- (xxxiii) **INFRA S.A.:** state owned company responsible for providing planning, project structuring, engineering and innovation services in transportation, created after the incorporation of Empresa de Planejamento e Logística S.A. (EPL) by VALEC Engenharia, Construções e Ferrovias S.A.
- (xxxiv) **IPCA:** The National Broad Consumer Price Index released by the **IBGE**.
- (xxxv) **Bid:** offer made by the **Bidder** that includes a proposal for a **Discount on the Basic Toll Fare**, contained in the **Written Economic Proposal** and in the **Live Voice Stage**, if any, in accordance with the terms of this **Public Tender Notice**.
- (xxxvi) **Auction:** set of procedures performed for the privatization of and contracting for the **Concession**.
- (xxxvii) **Auction Procedures Manual:** document in **Exhibit 21 - Auction Procedures Manual**, included in this **Public Tender Notice**, prepared by **B3 S.A.** and approved by the **ANTT**, which contains guidelines, rules, and template documents for the procedures relating to the **Auction**.
- (xxxviii) **Draft Contract:** draft of the **Concession Contract**, which is included in Part VII of the **Public Tender Notice**.
- (xxxix) **Related Parties:** any **Controller, Affiliate, or Subsidiary**, as well as those so considered by prevailing accounting standards.
- (xl) **PER:** Highway Operation Program found in **Exhibit 2** of the **Contract**, which covers all conditions, goals, criteria, requirements, mandatory interventions, and minimum specifications that determine the **Concessionaire's** obligations.
- (xli) **Electronic Petition:** instrument intended for users external to the **ANTT** for the purpose of petitioning and signing documents in electronic processes supported in a specific system, whose instructions for qualification, access, and use are available on the **ANTT** website [www.antt.gov.br].

- (xlii) **Operational Transition Plan:** planning of the activities necessary to ensure the effective transition of the operations, the minimum content of which is found in **Exhibit 19 - Operational Transition Plan**.
- (xliii) **B3 Auction Platform:** digital platform managed, maintained, and operated by **B3**, through which the documents required for participation in the **Auction** shall be submitted.
- (xliv) **National Public Procurement Portal (PNCP):** official website intended for the centralized and mandatory disclosure of the acts required by Law No 14.133/2021.
- (xlv) **Granting Authority:** the **Federal Government**, pursuant to Law No. 8,987, of February 13, 1995, or an entity designated by it.
- (xlvi) **Concession Term:** term of thirty (30) years, as of the date of the **Assumption Date**.
- (xlvii) **Qualified Professional:** a professional, with higher education, to be technically responsible for rendering the services related to the **Concession** subject to the **Auction**.
- (xlviii) **Bidder:** any legal entity, investment fund, private pension entity, or **Consortium** participating in the **Auction**.
- (xlix) **Written Economic Proposal:** document containing the **Bid** initially offered by the **Bidder** in the **Auction**, which may be changed as a result of the holding of the **Live Voice Stage**.
- (l) **Final Economic Proposal:** proposal submitted after the last **Live Voice Stage**, containing the last **Bid** offered.
- (li) **Extraordinary Revenue:** Any complementary, ancillary, and alternative revenue from associated projects, characterized by sources that do not come from collection of tolls and financial investments.
- (lii) **Fare Revenue:** revenue from the collection of **Toll Fares**, in the manner provided for in the **Contract**.
- (liii) **Linked Funds:** amount destined to linked accounts of the Concession, with the purpose of forming a contingency reserve, with the use provided for in the manner set forth in the **Contract**.
- (liv) **Accredited Representatives:** persons authorized to represent the **Bidders** in all documents related to the **Auction**.
- (lv) **Public Auction Session:** A public session to commence on the date indicated in **Exhibit 22 - Auction Schedule**, to open the **Written Economic Proposal** envelope delivered by the **Bidders** and any **Live Voice Stage**.
- (lvi) **Highway System:** area of the Highway System **Concession**, described in subitem 1.2 of this **Public Tender Notice** and detailed in **Exhibit 2** of the draft of the **Contract**, including all elements of the right of way, as well as access and ramps, buildings and land, central, lateral, marginal, or local lanes, connected directly or by road Interconnection devices, shoulders, special works of art, and any other elements that are within the boundaries of the right of way, as well as areas occupied with operational and administrative facilities related to the **Concession**.

- (lvii) **SPE:** the special purpose entity to be formed by the winning **Bidder** of the **Auction**, in the form of a corporation, which shall execute the **Contract** with the **Federal Government**, represented by **ANTT**.
- (lviii) **SUSEP:** Bureau of Private Insurance [*Superintendência de Seguros Privados*].
- (lix) **Basic Toll Fare:** This amount is expressed to five (5) decimal places, corresponding to the basic toll fare for category 1 vehicles, considering the provisions of item 1.3 of this **Public Tender Notice** and subject to the adjustments and revisions provided for in the **Contract**.
- (lx) **Homogeneous Stretch:** segment of the **Highway System** defined in **Exhibit 2** to the **Contract**, whose characteristics are considered homogeneous for the purposes of road capacity analysis.
- (lxi) **Platform User:** individual designated by the **Bidder**, registered and authorized on the **B3 Auction Platform**, with authority to access the virtual environment associated with the **Bidder** and, on its behalf and under its responsibility, perform the electronic acts necessary for participation in the **Auction**, including the entry, replacement, and submission of documents and information, in accordance with the rules set forth in this **Public Tender Notice** and the **Auction Procedures Manual**.

Except when the context does not allow such a construction, the definitions of the **Public Tender Notice** shall be equally applied in their singular and plural forms.

Part III – Purpose

1. Purpose of the Public Tender Notice

- 1.1 The purpose of this **Public Tender Notice** is the **Concession** for the operation of the infrastructure and the rendering of the public service of recovery, operation, maintenance, monitoring, conservation, implementation of improvements, expansion of capacity, and maintenance of the service level of the **Highway System**, per the terms of, within the deadlines of, and under the conditions set forth in the **Draft Contract** and in the **Exhibits** to the **Public Tender Notice** and the **Contract**.
- 1.2 The object of the tender is to grant the **Concession** of the **Highway System** comprising BR-070/174/364/MT and BR-174/364/RO Highways, described in **Exhibit 2** of the **Draft Contract**.
- 1.3 The maximum **Basic Toll Fare** to be considered for the preparation of the **Written Economic Proposal** shall be BRL 0.15772/km (fifteen thousand seven hundred seventy-two ten-thousandths of one real per kilometer) for **Homogeneous Stretches** of a single-lane, corresponding to the basic amount of the toll fare for category 1 vehicles, referenced to January 2025.
- 1.4 The **Written Economic Proposal** shall contemplate the **Bid** offered in the **Auction**, which may be altered as a result of the holding of the **Live Voice Stage**, pursuant to this **Public Tender Notice**.
- 1.5 All amounts present in the **Public Tender Notice** and its **Exhibits** are referenced to January 2025, except when expressly indicated.
 - 1.5.1 All updates based on the **IPCA** variation present in this **Public Tender Notice** and its **Exhibits** shall be carried out according to the following formula: $IPCA_i / IPCA_o$, where $IPCA_o$ means the **IPCA** index number for January 2025 and $IPCA_i$ means the **IPCA** index number for two months prior to the specific event.

Part IV - Access to Information on the Highway System and the Auction

2. Procurement and Consultation of the Public Tender Notice and Access to Information

- 2.1 The **Public Tender Notice**, the **Contract** and its **Exhibits** may be obtained on the **PNCP** website [www.gov.br/pncp] and on the website **ANTT** website [www.antt.gov.br], with the rules provided for in this regard in the **Public Tender Notice** applying to the availability of this information.
- 2.2 The studies, plans, and/or other technical documents related to the Highway System shall be made available on the **ANTT's** website, **PNCP's** website or through an **Electronic Filing**, without prejudice to the publication of complementary access guidelines to be released by the
- 2.3 The **ANTT** shall not be responsible for the **Public Tender Notice** or its Exhibits or other information and studies available regarding the **Highway System**, that have been obtained or learned of in a manner or at a place other than that specified in this **Public Tender Notice**.
- 2.4 Obtaining the **Public Tender Notice** or proving such obtaining shall not be a condition for participation in the **Auction**, as awareness and acceptance, by the **Bidder**, of all its terms and conditions are essential to that end.
- 2.5 The **Bidders** are responsible for the direct analysis of the conditions of the **Highway System** and all data and information about the operation of the **Concession**.
- 2.5.1 The information, studies, research, investigations, surveys, plans, spreadsheets, and other documents or data related to the **Highway System** and its operation, made available by **ANTT**, were made and obtained for the exclusive purposes of pricing of the **Concession**, thus not presenting, vis-à-vis the potential **Bidders**, any binding nature or any effect from the point of view of the **Granting Authority's** liability to the **Bidders** or to the future **Concessionaire**.
- 2.6 Interested parties are responsible for examining all instructions, conditions, requirements, laws, decrees, rules, specifications, and regulations applicable to the **Auction** and **Concession**, as well as for the direct analysis of the conditions of the Highway System and all data and information about the operation of the **Concession**.
- 2.7 The **Bidders** shall bear their respective costs and expenses that they incur to carry out studies, investigations, surveys, plans, and investments related to the **Auction** or the procurement process.
- 2.8 Subject to the provisions of subitems 2.5 to 2.7, the **Bidders** may inspect the **Highway System** subject to the bidding, via technical visits previously scheduled directly with the **DNIT**, or the current **Concessionaire**.
- 2.8.1 Technical visits shall be made until the date established in the schedule for the receipt of the documentation provided for in subitem 6.1.
- 2.9 The documentation provided by **ANTT** exclusively to the **Bidders** may not be reproduced, disclosed, or used, in whole or in part, for any purpose other than those expressed in the **Public Tender Notice**.

- 2.10 In the event of divergence between the Portuguese and English versions of the documents related to the **Concession**, the Portuguese version shall control.

3. Requests for Clarifications

- 3.1 Should any interested party require further clarification on the procedures described in the **Public Tender Notice** or on the **Highway System** object of the **Concession**, it should request it from the **ANTT** within the period indicated in **Exhibit 22 - Auction Schedule** of this **Public Tender Notice**, by **Petition Electronic**, containing the text file, in ".doc" or ".docx" format and compacted in a folder in the ".zip" format, with the questions submitted according to the template included in **Exhibit 1 – Clarification Request Model**.
- 3.2 The **ANTT** shall not answer questions that have been submitted in non-compliance with the provisions of the prior subitem, nor those that are not related to the interpretation of the documents in the **Public Tender Notice**.
- 3.3 The **ANTT's** replies to these additional clarifications shall be published on the website [www.antt.gov.br], without identifying the source of the questions.
- 3.4 All replies by the **ANTT** to requests for clarifications made pursuant to this item shall be recorded in the minutes, which shall be an integral part of this **Public Tender Notice**, and shall be made available within the period provided for in **Exhibit 22 - Auction Schedule** of this **Public Tender Notice** or, in the case of a change in the date of submission of proposals, not less than ten (10) business days before the date set for submission of the **Auction** documents..

4. Objections to the Public Tender Notice

- 4.1 Under penalty of loss of rights, any objection to the **Public Tender Notice** must be filed up to three (3) business days prior to the start date of the **Public Auction Session**.
- 4.2 Objections to the **Public Tender Notice** must be addressed to the chairman of the **Grant Committee** and filed by **Electronic Filing**, within the time period mentioned in the prior subitem and subject to the legal conditions.
- 4.3 A timely objection shall not prevent the interested party from participating in the **Auction** until the **Granting Commission** has decided.
- 4.4 **ANTT** shall review and respond to the objections presented within three (3) business days from its filing, limited to the last business day prior to the **Public Auction Session**, through disclosure on **ANTT's** website, as provided for in the single paragraph, of article 164 of Law No. 14,133, of April 11, 2021.

Part V - Auction Rules

5. Conditions for Participation

- 5.1** The following persons may participate in the **Auction**, individually or in a **Consortium**, according to the terms of this **Public Tender Notice**:
- I. Brazilian or foreign legal entities;
 - II. Brazilian or foreign legal entities; and
 - III. investment funds.
- 5.2** The following persons may not participate in the **Auction**, individually or in a **Consortium**, according to the terms of this **Public Tender Notice**:
- I. a legal entity declared unfit by an act of the Public Power;
 - II. a legal entity prevented or suspended from participating in a bidding procedure or contracting with the Administration;
 - III. a legal entity that has been sentenced, by a final and unappealable judicial decision, to the penalty of suspension of rights due to the commission of environmental crimes, as regulated in article 10 of Law No. 9,605, of February 12, 1998;
 - IV. a legal entity whose manager(s) or responsible technical person(s) is (are) or has (have) been an occupant of a full position or employment at **ANTT, BNDES, INFRA S.A., Ministry of Transportation**, or occupant of the position of management, senior advisor, or intermediary assistance of the **Federal Government**, in the last one hundred and eighty (180) days prior to the date of publication of the **Public Tender Notice**;
 - V. a legal entity whose manager falls within any of the cases provided for in point "e", sub-section I of article 1 of Complementary Law No. 64, of May 18, 1990, except in cases of crimes of private criminal action, negligence, or those defined by law as having less offensive potential;
 - VI. a legal entity whose manager has been convicted of administrative misconduct; or
 - VII. legal entity that had direct or indirect control over a Special Purpose Entity holding a concession that was subject to forfeiture, decreed in the last 5 (five) years.
- 5.3** Participation in the **Auction** implies full and unconditional acceptance of all terms, provisions, and conditions of the **Public Tender Notice**, the **Exhibits** to the **Public Tender Notice**, the **Procedures Manual**, the **Draft Contract** and the **Exhibits** to the **Draft Contract**, as well as the other rules applicable to the **Auction**.
- 5.4** In the event of a conflict, the terms, provisions, and conditions of the **Public Tender Notice** shall control over the provisions of the **Exhibits** to the **Public Tender Notice**.
- 5.5** If the **Bidder** is a foreign company, the following rules must be observed, without prejudice to others existing in the rest of the **Public Tender Notice**:

- I. **Bidders** that are foreign legal entities must submit, for both individual participation and in a **Consortium**, documents equivalent to the documents for registration, translated freely by a sworn translator, required at the time of signing the Contract, under the terms of art. 70, Sole Paragraph of Law No. 14.133/2021, and art. 20-A of Normative Instruction No. 3/2018 of the Ministry of Planning, Development and Management.
 - a. For the purpose of **contract** signing, foreign companies from States Parties to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in Brazil through Decree No. 8.660/16, of January 29, 2016, must present the documentation and the respective apostille translated by a sworn translator.
 - b. Foreign companies from other states may replace the apostille by having the documentation authenticated by the Brazilian consular authority in their country of origin, under the terms of the Manual of Consular and Legal Services issued by the Ministry of Foreign Affairs.
 - c. Documentation certified according to point b above must also be translated by a sworn translator.
- II. **Bidders** that are foreign legal entities must submit a declaration in accordance with the template in **Exhibit 16 - Model Letter of Declaration of Foreign Bidder**, certifying the correlation between the administrative legal documents and their expiration dates, normally required in bidding procedures in Brazil and the corresponding documents in the country of origin.
- III. Equivalent qualification documents must be presented in such a way as to allow for an analysis of their validity and enforceability.
- IV. In the event of the absence of documents equivalent to those requested in this **Public Tender Notice** or of an agency(ies) in the country of origin that may authenticate them, the Bidder must present a statement reporting this fact, according to the template in **Exhibit 16 - Model Letter of Declaration of Foreign Bidder**.
 - a. If any of the documents required for participation in this **Public Tender Notice** fits within the scenario set forth in the previous item, the statement contained in **Exhibit 5 - Qualification Documents**, subitem 11.3, they should be in addition to the corresponding declaration of absence of chargeable tax and labor debts.
- V. The **Bidders** shall be civilly, administratively, and criminally liable for the accuracy of the above declarations.
- VI. A legal representative of **Bidders** that are foreign legal entities is considered to be foreign companies legally accredited and domiciled in Brazil, with express powers, by power-of-attorney in a public or private instrument, to receive service of process in Brazil and respond to administrative and judicial proceedings, as well as to represent them at all stages of the proceeding, conditions which shall be expressly indicated in their legal respective legal qualification documents.

- a. The power-of-attorney must be issued in the official language of the Bidder's country of origin, duly apostilled if it comes from foreign companies from States Parties to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in Brazil through Decree No. 8,660/16, of January 29, 2016, or consularized, subject to the provisions of subitem 5.5.I both of which require a sworn translation, including the apostille, and registration with a Registry of Deeds and Documents.
- 5.6 In accordance with subitem 5.5.VI.a which deals with the power of attorney for the **Bidder's** legal representative in Brazil, specifically for the purpose of participating in the **Auction**, the registration of the sworn translation of the **Bidder's** other foreign documents, including the apostille, at the Registry of Deeds and Documents is waived.
- 5.7 If the **Bidder** is a **Consortium**, the following rules must be observed, without prejudice to others existing in the rest of the **Public Tender Notice**:
 - I. each consortium member must individually meet the requirements related to the legal, tax, and labor good standing and economic and financial qualification contained in **Exhibit 5 - Qualification Documents** of the **Public Tender Notice**;
 - II. the technical qualification requirements must be met by the **Consortium**, through any of the consortium members alone or by the sum of the technical qualifications presented by the consortium members;
 - III. the declassification and disqualification of any consortium shall result in the automatic declassification/disqualification of the **Consortium**;
 - IV. there is no limit on the number of consortium members for creation of the **Consortium**;
 - V. no **Bidder** may participate in more than one **Consortium**, even if through its **Affiliates, Controllers, Subsidiaries**, or companies under common control, even with different percentages, under penalty of declassification of the bid, regardless of the phase in which it is found;
 - VI. if a **Bidder** participates in a **Consortium**, it, its **Related Parties**, and companies under common control shall be prevented from participating individually in the **Auction**;
 - VII. the inclusion, replacement, withdrawal, or exclusion of consortium members shall not be allowed until the execution of the **Contract**, nor shall changes in the proportion of participation of the consortium members;
 - VIII. The participation of a **Consortium** formed exclusively by foreign companies is allowed; and
 - IX. the joint liability of the consortium members shall cease, for the purposes of the obligations assumed under the **Auction**:
 - a) in the event that the **Consortium** is the winning **Bidder**, with the execution of the **Contract**; and

- b) in the event that the **Consortium** was not the winning **Bidder**, until the execution of the **Contract** by the winner of the contest.
- 5.8 In addition to other documents required by the **Public Tender Notice**, the **Bidder's** participation in a Consortium regime is subject to the presentation of the commitment to create an **SPE**, signed by the consortium members, pursuant to **Exhibit 5 - Qualification Documents**.
- 5.9 The performance of acts by the **Bidders** in each stage of the **Auction** is subject to preclusion, thus prohibiting the exercise of powers referring to already completed stages of the **Auction**, except in the cases admitted in the **Public Tender Notice**.

6. Form of Presentation of Documentation

- 6.1 The **Proposal Guarantee** and the **Written Economic Proposal** shall be (i) delivered the **Date for Receipt of Envelopes** set out in **Exhibit 22 - Auction Schedule**, through the B3 Auction Platform:
 - I. **VOLUME 1 - PROPOSAL GUARANTEE**
 - II. **VOLUME 2 - WRITTEN ECONOMIC PROPOSAL**
- 6.2 The **Qualification Documents** must only be submitted by the winning **Tenderer** on the date specified in **Exhibit 22 - Auction Schedule** via **B3 Auction Platform**.
- 6.3 Each one of the binders of the **Proposal Guarantee**, **Written Economic Proposal**, and **Qualification Documents** must be presented separately, all with pages numbered sequentially, including separation pages, catalogs, designs, or the like, if any, irrespective of the composition of each binder by more than one binder, from the first to the last page, so that the last page numbering of the last book reflects the total number of pages in each binder, without amendment, erasure, in-line notes, or provisos.
 - 6.3.1 The numbered pages shall be those with content.
- 6.4 Each binder shall contain a page with its own closing form, which shall not be numbered.
- 6.5 All pages of the **Proposal Guarantee**, **Written Economic Proposal**, and **Qualification Documents** must be initialed by one of their **Accredited Representatives**.
- 6.6 Except as expressly authorized in this **Public Tender Notice**, the documents shall be presented according to the templates contained in the **Public Tender Notice**, if any.
- 6.7 Any submission failures or formal defects in the documents that are part of the **Proposal Guarantee**, the **Written Economic Proposal**, and the **Qualification Documents** may be remedied in accordance with the terms of subitem 12.2, II, within the time frame established by the **Grant Committee**.
- 6.8 Documents should be presented in clear language, without amendments, erasures, notes between lines, or provisos, and should observe the following language rules:

- I. All documents relating to the **Auction** must be submitted in Portuguese and all documentation shall be understood and interpreted in accordance with that language; and
- II. In the case of foreign language documents, their translations into Portuguese shall only be considered when performed by a sworn public translator and with confirmation of authenticity issued by the diplomatic or consular representation of Brazil in the country of origin of the document, or by affixing an apostille under the terms of States Parties to the Convention Abolishing the Requirement of Legalization for Foreign Public Documents, promulgated in Brazil through Decree No. 8,660/16, of January 29, 2016.

6.8.1 Submission of **Auction** documents by mail or any other means not provided for in this item 6 shall not be permitted.

6.9 The Bidders shall bear all costs related to the preparation and presentation of the binders of the **Proposal Guarantee, Written Economic Proposal, and Qualification Documents**, and the **ANTT** shall not be responsible, under any circumstances, for such costs, whatever the procedures followed in the **Auction** or its results.

6.10 The obligation to notarize the statements, powers-of-attorney (including, without limitation, those provided for in subitems 10.1.2 and 10.2.1) and a **Written Economic Proposal**, and authentication of documents required of the **Bidders** is hereby waived, observing Law No. 13,726, of October 8, 2018.

6.11 The documents shall be submitted in their native digital format or as legible scans in .pdf format, without access restrictions.

6.11.1 It shall not be necessary to dematerialize the documentation.

6.11.2 The **Concession Granting Committee** may, at its discretion and at any time during the **Auction**, request the submission of original documents whenever necessary to satisfy itself as to the integrity of the documentation scanned and submitted through the **B3 Auction Platform**.

6.12 Any disconnection of the **B3 Auction Platform** from any **Bidder** shall not affect the validity of the submission of documents or any other acts performed electronically.

7. B3 Auction Platform

7.1 All **Bidders** shall be registered on the **B3 Auction Platform** by the date of submission of the documents, and such registration may be completed at any time at <https://leilao.paradigmabs.com.br/leilao-b3/Default.aspx>.

7.2 The **Platform Users** assigned to the **Bidders** during the registration process on the **B3 Auction Platform** shall demonstrate that they have authority to represent the **Bidder** in the handling of information in the system, in accordance with the instructions set forth in the **B3 Procedures Manual**.

7.2.1 The **Platform User** is distinct from the **Accredited Representative** provided for in this **Public Tender Notice**, although the same individual may perform both functions in the **Auction**, acting as the Bidder's user on the **B3 Auction Platform** and as its **Accredited Representative**.

7.3 Registration for access to the **Bidder's** account on the **B3 Auction Platform** by any prospective participant shall not bind such party to participate in the **Auction**, but shall

merely constitute a necessary step to access the virtual environment in which the documents will be submitted.

- 7.4 The **Bidders** shall be responsible for maintaining a stable connection to the **B3 Auction Platform** throughout the acts to be performed thereon.
- 7.5 The **Bidders** shall comply with the navigation instructions for the **B3 Auction Platform** set forth in the **B3 Procedures Manual**.
- 7.6 Interested parties may not claim lack of knowledge of the operation of the **B3 Auction Platform** on account of errors in uploading files to the system.
- 7.7 The **Bidders** shall be solely responsible for taking all measures necessary for registration and access to the **B3 Auction Platform**, as well as for uploading the required documentation, in accordance with the provisions of this **Public Tender Notice**.
- 7.8 Any questions regarding the use of the **B3 Auction Platform** shall be submitted to B3 by email.

8. Proposal Guarantee

- 8.1 The **Proposal Guarantee** shall be made in the minimum amount of BRL 54,789,381.71 (fifty-four million, seven hundred eighty-nine thousand, three hundred eighty-one Brazilian reais and seventy-one centavos), referenced to January 2025, and may be provided for in cash, public debt securities, capitalization bonds, insurance guarantees, bank guarantees, or capitalization bonds funded by a single payment, redeemable for the total amount.
- 8.2 The **Proposal Guarantee** shall be effective for at least one (1) year from the **Date of Receipt of the Envelopes**, and shall be extended for one (1) year at least fifteen (15) days prior to their expiration date, at the expense of the **Bidders** themselves, if it expires before the date of execution of the Contract, under penalty of disqualification in this **Auction**, if so requested by the **Grant Committee** and express interest on the part of the **Bidder** to remain in the bidding procedure.
 - 8.2.1 In the case of renewal, the **Proposal Guarantee** shall be adjusted by the **IPCA** variation, according to the formula set out in subitem 1.5.1, considering as the specific event the month of renewal of the **Proposal Guarantee**.
 - 8.2.2 Maintenance of the **Bidder's** qualification conditions is conditional upon the regular renewal of the **Bidder's Proposal Guarantee**, in accordance with subitem 7.2.
- 8.3 The **B3 S.A.** shall advise the **Grant Committee** in the review of the good standing and effectiveness of the **Proposal Guarantees**, submitted in accordance with the **Auction Procedures Manual**, the result of which shall be reported on the date provided for in the **Public Tender Notice**.
- 8.4 The **Bidders** must also comply with the following conditions when offering the **Proposal Guarantee**:
 - I. The **Proposal Guarantees** submitted of the type performance bond and bank guarantee must present the minimum content or follow the template contained, respectively, in **Exhibit 2 - Minimum Terms and Conditions for the**

Performance Bond and **Exhibit 3 - Bank Guarantee Letter Template**, in their original form (no copies of any kind shall be accepted, but presentation of digital copies of the performance bond policies certified by **SUSEP** is allowed) and shall have their value expressed in Brazilian Reais, the signature of the issuing company's officers, and may be digitally signed in the case of a policy issued in this manner, and shall observe the registration of the insurers as established in the **Auction Procedures Manual**;

- II. In the event of a **Proposal Guarantee** in the form of a bank guarantee, in addition to uploading a scanned copy through the **B3 Auction Platform** on the **Date for Receipt of Envelopes**, the original physical Bank Guarantee Letter shall be delivered in person no later than one business day prior to the date of the **Public Auction Session**;
- III. In the event that the **Proposal Guarantee** is provided in public debt instruments, only National Treasury Bills - LTN, Treasury Bills - LFT, National Treasury Bills - C series - NTN-C, National Treasury Notes - principal series B - NTN-B Principal, or National Treasury Notes - series F - NTN-F shall be accepted;
- IV. Capitalization bonds for a single payment, with redemption for the total value, will be accepted to provide the **Proposal Guarantee**, and the rules established in the **Auction Procedures Manual** must be observed;
- V. in the event of a cash bond, the deposit must be made at a branch of Caixa Econômica Federal, as defined by the **Bidder**, pursuant to the **Auction Procedures Manual** and applicable laws and regulations;
- VI. the **Proposal Guarantee** shall be accompanied by a cover letter as per the template found in the **Auction Procedures Manual**, signed by the **Accredited Broker**;
- VII. if the **Bidder** participates individually, the **Proposal Guarantee** must be submitted in its own name;
- VIII. if the **Bidder** is a **Consortium**, the **Proposal Guarantee** shall be presented on behalf of one or more consortium members and shall expressly indicate the name of the **Consortium** and all consortium members, with their respective percentage interests, regardless of whether the **Proposal Guarantee** has been provided by one or more consortium members. In this case, it is still permissible to contribute the total amount due, segregated between the consortium members, who may opt for one of the guarantee types, without prejudice to the choice, by the other consortium members, of a different type;
- IX. the **Bidder** shall submit the Intermediation Contract between the **Accredited Broker** and the **Bidder**, according to the template contained in the **Auction Procedures Manual (Exhibit 21 - Auction Procedures Manual)** duly signed by the **Accredited Broker**;
- X. the **Bidder** shall submit the representation documents and the declaration of independent preparation of a **Written Economic Proposal**, according to the template contained in **Exhibit 15 - Model statement of independent preparation of Written Economic Proposal**, duly signed by the **Accredited Representative**.

- 8.5 In the event that the **Proposal Guarantee** is provided by public debt securities, for the purpose of calculating the minimum amount, per the terms of subitem 7.1, the economic amount, as defined by the Ministry of Treasury and ascertained by the **B3 S.A.**.
- 8.6 The volume of the **Proposal Guarantee** must contain, as appropriate:
- I. the documents representing the transfer of the public securities in guarantee to **ANTT**, in the manner set forth in the **Auction Procedures Manual** and applicable laws and regulations;
 - II. the bank guarantee instrument;
 - III. the performance bond policy; or
 - IV. the deposit slip in Brazilian Reais pursuant to subitem 8.4.V.
- 8.7 The **Bidders** who do not submit a **Proposal Guarantee** under the conditions set forth in this **Public Tender Notice** and the **Auction Procedures Manual** shall be barred from participating in the **Auction** and shall have the other documents returned.
- 8.8 The **Proposal Guarantee** shall be returned to the **Bidder** within up to fifteen (15) days:
- I. who has been declared the winner after the date of execution of the **Contract**;
 - II. who has not been declared the winner after the date of execution of the **Contract**;
 - III. who withdraws from participating in the bidding contest within one (1) year of the opening of the bidding procedure, counted from the notice of withdrawal;
 - IV. in the case of a deserted lot and disqualification of all the **Bidders**, after the administrative decision; or
 - V. in the event of revocation, suspension, or cancellation of the bidding procedure, after the publication of the respective administrative or judicial decision.
- 8.9 The **Proposal Guarantee** may be forfeited in the event of total or partial default by the **Bidders** on the obligations assumed by them by virtue of their participation in the **Auction**, upon notice by the **ANTT** to the defaulting **Bidders** and their respective insurers, assuring the right to an adversarial proceeding and full defense, without prejudice to the other penalties provided for in the **Public Tender Notice** or Legislation, including but not limited to the following scenarios:
- I. Presentation or no presentation of the **Written Economic Proposal** that does not meet all the requirements established in the applicable legislation and in the **Public Notice**
 - II. presentation or no presentation, by the winning **Bidder**, of the **Qualification Documents** in conformity with that established by the **Public Tender Notice**, except for subitem 6.7;
 - III. failure by the **Grantee** to fulfill the obligations prior to the execution of the **Contract**;
 - IV. the **Grantee's** refusal to execute the **Contract**;

- V. performance by the **Bidder** of acts aimed at thwarting the objectives of the **Auction**;
 - VI. disqualification or de-classification of the **Bidder**, if fraud is found in the **Qualification Documents**, as provided for in subitem 15.3.2;
 - VII. coverage of fines, penalties, and indemnities per chance due by the **Bidders** to **ANTT**, due to its participation in the **Auction**, as of the date of submission of the **Proposal Guarantee** up the deadline set forth in subitem 8.8, without prejudice to the application of other penalties and residual liability for the amount that goes beyond the **Proposal Guarantee**; and
 - VIII. withdrawal of the proposal by the **Bidder** within one year of the opening of the bidding procedure.
- 8.10 The **Proposal Guarantee** may not contain any provision excluding any liability incurred by the purchaser of the guarantee with respect to participation in the **Auction**, subject to any exceptions provided for in **SUSEP's** normative acts, in the case of a performance bond.
- 8.11 Any modification to the terms and conditions of the **Proposal Guarantee** submitted to **ANTT** is prohibited, except upon its express prior consent at the time of its renewal or to restore its economic value and conditions for enforceability.
- 8.12 The amount referred to in subitem 8.1 will be adjusted by the **IPCA**, based on the formula provided for in subitem 1.5.1, considering as a specific event the month provided for in the schedule for the **Date of Receipt of Envelopes**, as informed by the **Grant Committee** on **ANTT's** website.

9. Contributions

- 9.1 The **Written Economic Proposal** shall consider the **Contributions** and obligations referred to in this item.
- 9.1.1 The **Grantee** must consider, in the elaboration of its **Written Economic Proposal**, the obligation of depositing, as additional **Linked Funds** in the **Contribution Account**, the values disposed in the table below for each one percent (1%) of **Discount on the Basic Toll Tariff** presented in its Bid, as a condition for signing the **Contract**:

Discount on the Basic Toll Tariff	Contribution of Linked Funds per percentage point of Discount on the Basic Toll Tariff
0 < Discount ≤ 18%	No additional contribution
18% < Discount ≤ 23%	BRL 68,604,577.20 (sixty-eight million, six hundred four thousand, five hundred seventy-seven Brazilian reais and twenty cents)

23% < Discount ≤ 30%	BRL 82,325,492.64 (eighty-two million, three hundred twenty-five thousand, four hundred ninety-two Brazilian reais and sixty-four cents)
Discount > 30%	BRL 102,906,865.80 (one hundred two million, nine hundred six thousand, eight hundred sixty-five Brazilian reais and eighty cents)

9.1.2 The calculation of the **Contribution of Linked Funds** referred to in the subitem above will consider, cumulatively, the percentage contained in each of the **Discount ranges on the Basic Toll Fee** applicable in the table above, and the **Contribution of Linked Funds** should be calculated proportionally when the Discount percentage on the **Toll Fee** is not integer.

9.2 Considering the use of **Linked Funds** as a contingency reserve for the **Concession**, which must have liquidity for its immediate destination under the terms of the **Contracts**, the possibility of using court-order debt instruments for its payment is forbidden.

9.3 Prior to the signing of the **Contract**, the **Grantee** shall prove to the **ANTT**:

9.3.1 The subscription, in Brazilian currency, of the sum of the following amounts:

- (i) BRL 418,132,771.08 (four hundred eighteen million, one hundred thirty-two thousand, seven hundred seventy-one Brazilian reais and eight cents), as the minimum mandatory share capital; and
- (ii) the amount of the **Contribution of Linked Funds** provided in the subitem 9.1.1, observed the subitem 9.3.3.

9.3.2 The payment into SPE's share capital, in local currency, of the sum of the following amounts:

- (i) BRL 209,066,385.54 (two hundred nine million, sixty-six thousand, three hundred eighty-five Brazilian reais and fifty-four cents), as the first installment of payment of the minimum mandatory share capital; and
- (ii) the amount of the **Contribution of Linked Funds** provided in the subitem 9.1.1, observed the subitem 9.3.3.

9.3.3 In the event that net third-party capital is raised for the **C Contribution of Linked Funds** prior to the signing of the **Contract**, the share capital to be subscribed and paid in will be reduced in proportion to the amount of net third-party capital raised, up to a limit of 50% (fifty percent) of the amount relating to the **Contribution of Linked Funds**.

- (i) Net borrowing from third parties is considered to be the difference between (a) financial resources transferred to the **Concessionaire** from credit opening agreements, debenture issues, promissory notes, among others, established by the **Concessionaire** with parties not related to its economic group, with a term of more than two (2) years; and (b)

payments made as interest, amortization and charges on debts or loans assumed by the **Concessionaire**.

9.3.4 In case of a reduction in value, the net capital raising from third parties must be proven within the time limit set out in subitem 17.3.

9.4 As a condition as provided by the **Contract**, the **SPE** shall prove to **ANTT**, the payment of its share capital, the payment into its share capital, in local currency, of R\$ BRL 209,066,385.54 (two hundred nine million, sixty-six thousand, three hundred eighty-five Brazilian reais and fifty-four cents), as the second payment installment of the minimum mandatory share capital.

9.5 All the amounts referred to in item 9 shall be updated per the **IPCA**, based on the formula provided for in subitem 1.5.1, considering the month of the actual **Contributions** as a specific event.

10. Bidders' Representatives and Statements

10.1 Accredited Representatives

10.1.1 Each **Bidder** may have up to two (2) **Accredited Representatives**.

10.1.2 The **Proposal Guarantee** binder must contain the following documents to prove the **Accredited Representatives'** powers of representation:

- I. In the case of Brazilian companies, a power of attorney demonstrating powers to perform, on behalf of the **Bidder**, all acts related to the **Auction**, in accordance with the template in **Exhibit 12 - Model Power-of-Attorney**, accompanied by documents proving the powers of the grantor(s), according to the last amendment filed with the competent company registry or board;
- II. In the case of a **Consortium**, the instrument power of attorney mentioned above shall be granted by the lead company, and shall be accompanied by (i) an appointment of the lead company as 22 responsible for the acts performed by the **Consortium** before **ANTT**, (ii) powers of attorney granted by the consortium members to the lead company, also in accordance with **Exhibit 14 - Model Power-of-Attorney (Consortium Bidder)**, and (iii) documents proving the powers of all grantors (as per the latest amendments filed with the relevant business registers or boards); or
- III. in the case of a foreign company, a power of attorney granted to a legal representative resident and domiciled in Brazil, proving powers to perform, on behalf of the **Bidder**, all acts related to the **Auction**, with powers to receive service of process, represent the **Bidder** administratively and judicially, as well as enter into settlements and waive rights and, where appropriate, sub-delegate the appropriate powers to the **Accredited Representative(s)**, in accordance with the template in **Exhibit 13 - Model Power-of-Attorney (Foreign Bidder)**. It must be accompanied by documents proving the powers of the granting parties, with the signature(s) duly recognized as true by a notary or other entity in accordance with the law applicable to the documents, under the terms of the Convention on the Elimination of the Requirement of Legalization for

Foreign Public Documents, enacted in Brazil by Decree No. 8.660, of January 29, 2016, in the case of a company based in a signatory country.

- IV. Alternatively, the documentation mentioned in the item III above must be recognized by the Brazilian consular representation in the country of origin. In both cases, the documents must be translated into Portuguese by a sworn public translator and registered at the Registry of Deeds and Documents (according to the latest amendment filed with the business registry, competent registry office or equivalent requirement in the country of origin).

10.1.3 The **Accredited Representatives** may perform acts during the **Public Auction Session**, if the **Bidder** does not elect to be represented by the **Accredited Brokers**.

10.1.4 The **Accredited Representatives** shall sign all statements and documents referred to in this **Public Tender Notice**, including the brokerage contract between the **Accredited Broker** and the **Bidder**.

10.1.5 Each **Accredited Representative** may only exercise powers of representation for only one **Bidder**.

10.1.6 In the event that the **Bidder** has two (2) **Accredited Representatives** with powers of representation alone, without order of appointment, the declarations and documents provided for in this **Public Tender Notice** may be signed by only one of them.

10.2 Accredited Brokers

10.2.1 The **Bidder** may be represented by an **Accredited Brokerage**.

10.2.2 The brokerage contract between the **Accredited Broker** and the **Bidder**, which shall have the minimum content specified in the **Auction Procedures Manual**, must have a copy presented along with the documents referred to in subitem 10.1.2, accompanied by the act and/or power of attorney proving the powers of the persons who entered into that contract.

10.2.3 The **Accredited Brokers** may represent the **Bidders** before the **B3 S.A.** and in the acts of the **Public Auction Session**.

10.2.4 Each **Accredited Broker** may only represent one **Bidder** and each **Bidder** may only be represented and participate in the **Auction** through a single **Accredited Broker**.

11. Written Economic Proposals

11.1 The binder of the **Written Economic Proposal** should contain the Cover Letter of the **Written Economic Proposal**, duly signed as per the template in **Exhibit 4 - Model Cover Letter for the Written Economic Proposal** and the documents listed in this item 11.

11.2 In its **Written Economic Proposal**, the **Bidder** shall propose the **Bid** initially offered, which may be changed as a result of the **Live Voice Stage**, if any, as provided for in this **Public Tender Notice**.

11.3 The **Written Economic Proposal** shall consider the following assumptions:

- I. fall investments, taxes, costs, and expenses, including, but not limited to those of a financial nature, necessary for the operation of the Concession, as provided for in the **Contract, PER**, and other **Exhibits** to the **Public Tender Notice** and the **Contract**, therein disregarding any tax benefit, except as otherwise indicated in item VII below;
 - II. the levy of the five percent (5%) rate on annual toll revenue and extraordinary annual revenue for the Tax on Services of Any Nature - ISSQN for all municipalities;
 - III. the risks to be assumed by the **Concessionaire** as a result of the operation of the **Concession**, as described in the **Public Tender Notice** and in the **Draft Contract**, as well as the applicable laws and regulations;
 - IV. the revenues from the receipt of the **Toll Fare**;
 - V. the **Concession Term**;
 - VI. all planned investments are fully depreciated and amortized over the term of the **Concession**;
 - VII. the value of the investments provided for in the **PER** shall be discounted from the tax benefits arising from the REIDI - Special Infrastructure Development Incentives Scheme, in accordance with the relevant laws and regulations, as of the moment of initial registration in the scheme until the end of the **Concession Term**;
 - VIII. The commitments assumed in terms of **Contributions of Linked Funds**, according to item 8 of this **Public Tender Notice**;
 - IX. Contemplate the integrality of the necessary costs to comply with the labor rights guaranteed by the Federal Constitution, in the labor laws, in the infra-legal norms, in the collective labor conventions, and in the terms of adjustments of conduct in effect on the date of submission of the proposals; and
 - X. the legislation in force on the date of the **Written Economic Proposal**, for purposes of the risks assumed by the **Granting Authority** with regard to taxes or legal charges.
- 11.4 The **Written Economic Proposal** shall be valid for one (1) year from the **Date for Receipt of the Envelopes**, and in this period all its conditions shall be maintained. The **Granting Committee**, at its discretion, may request that the **Bidders** extend the validity of the **Written Economic Proposal** in the event that the call for bids lasts for more than one year.
- 11.5 The **Written Economic Proposals** shall be unconditional, irreversible, and irrevocable.

12. Qualification Documents.

- 12.1 The binder of the **Qualification Documents** shall contain the documents indicated in **Exhibit 5 - Qualification Documents**.

13. Granting Committee

- 13.1** The **Auction** shall be judged by the **Grant Committee**, and it shall be responsible for conducting the work necessary for the **Auction**.
- 13.1.1** The **Grant Committee** may request the assistance of the **AGU, of the Ministry of Transportation, of the Ministry of Treasury, of BNDES, of the INFRA S.A., and of the B3 S.A.,** as well as other members of the **ANTT** that are not a part of the **Grant Committee**.
- 13.2** In addition to the prerogatives implicitly derived from its legal function, the Grant Committee may:
- I. ask the Bidders, at any time, to clarify the documents presented by them.
 - II. adopt criteria for correcting formal errors and supplementing deficiencies in the course of the **Auction**.
 - III. undertaking steps to clarify or supplement the **Auction**, but prohibiting the further inclusion of documents or information that should have originally been included in the documents submitted by the **Bidder**, observing the provisions of subitem 10.4;
 - IV. extend the deadlines dealt with in the **Public Tender Notice**, if in the public interest or in cases of acts of God or force majeure; and
 - V. in the event of amendment unequivocally affecting the preparation of the **Written Economic Proposals**, change (i) the date initially expected for submission of the **Proposal Guarantee**, the **Written Economic Proposal**, and the **Qualification Documents**, and; (ii) the date initially expected for opening the envelopes and deciding on the proposals, respecting the minimum deadline provided for by applicable laws and regulations.
- 13.2.1** The **Concession Granting Committee** shall set a deadline for the **Bidder** to comply with the requests and submit, supplement, or correct the documentation and information necessary to remedy the deficiencies or insufficiencies identified, which may be extended for an equal period by reasoned decision of the **Committee** when the circumstances of the case so warrant.
- 13.2.2** The requests made by the **Concession Granting Committee** shall not result in the creation of any requirement not provided for in the **Public Tender Notice**, pursuant to Article 64 of Federal Law No. 14,133/2021.
- 13.2.3** Pursuant to Article 64, paragraph 1, of Federal Law No. 14,133/2021, immaterial clerical errors may be remedied by a reasoned decision of the **Concession Granting Committee** itself, when it is not necessary to make the requests referred to in item 13.2, III above.
- 13.3** Any change in the **Public Tender Notice** shall be reported in the **DOU** and other means used to make the documentation available and shall entail the reopening of the same deadlines applicable to the original acts and procedures in full, except when such change does not compromise the preparation of the proposals, pursuant to the applicable legislation.
- 13.4** Unjustified refusal to provide clarifications and documents or to comply with the requests made by the **Grant Committee**, within the deadlines determined by it and in accordance with the terms of this **Public Tender Notice**, may result in the

disqualification/de-registration of the **Bidder**, without prejudice to subitem 8.9.

14. Receipt of the Envelopes and Public Auction Session

- 14.1** The receipt of the envelopes and the **Public Auction Session** shall follow the order of events and schedule indicated in **Exhibit 22 - Auction Schedule**.
- 14.2** Classified **Bidders** shall be those whose **Written Economic Proposals** meet all of the requirements set forth in applicable laws and regulations and the **Public Tender Notice**.
 - 14.2.1** If it is found, prior to the electronic opening of the **Written Economic Proposal**, that the **Proposal Guarantee** does not meet the minimum 26 amounts required in the **Public Tender Notice**, the **Bidder** shall be disqualified and its **Written Economic Proposal** shall be discarded by the **Granting Committee**.
 - 14.2.2** In the event of occurrence of the scenario provided for in subitem 14.2.1 above, disclosure of the **Written Economic Proposals** discarded shall be done in the same manner and deadline for disclosure as for the **Proposal Guarantees** not accepted, subject to the penalties provided in this **Public Tender Notice**.
 - 14.2.3** The **Grant Committee** shall disqualify the **Bidder** whose **Written Economic Proposal** does not meet all the requirements set forth in the applicable laws and regulations and in the Public Tender Notice, as well as those whose offer is subject to a condition or term not provided for in this **Public Tender Notice**.
 - 14.2.4** The **Written Economic Proposals** must contemplate the **Bid** initially offered by the Bidder, containing the **Discount on the Basic Toll Fare**.
 - 14.2.5** In order to be considered valid, the **Written Economic Proposals** must contain an initial **Proposal** corresponding to a **Discount on the Basic Toll Fare** equal to or greater than 0.00% (zero percent), presented to two (2) decimal places.
- 14.3** Once the **Public Auction Session** has begun, the **Written Economic Proposal** shall be opened, containing the **Bid** initially offered, observing the **Discount on the Basic Toll Fare**.
 - 14.3.1** Thereafter, one shall proceed to the initial classification of the Bidders according to their respective offers for a Discount on the Basic Toll Fare, in descending order.
 - 14.3.2** Shall be verified the difference between the discount percentages offered, and the **Bidder** classified in first place and the **Bidders** who have offered a **Discount on the Basic Toll Rate** up to twenty percent (20%) lower in relative terms, or with a nominal difference of up to five (5) percent percentage points in relation to the highest discount presented, whichever results in greater coverage, shall be qualified for the **Live- Voice Stage**.
 - 14.3.3** If there are no **Bidders** who meet the qualification criteria for the **Live Voice Stage**, the **Auction** shall be closed, with the **Bidder** who has offered the greatest **Discount on the Basic Toll Fare** being declared the winner.
 - 14.3.4** If there are **Bidders** qualified for the **Live Voice Stage**, the **Auction** shall continue under the terms of section 14.4.

- 14.4** In the event described in subitem 14.3.2, the **Live Voice Stage** shall begin, starting from the highest **Bid** offered, according to the following rules:
- 14.4.1** The chairman of the session may set a maximum time between new offers by the **Bidders**;
 - 14.4.2** Each **Bid** offered in the **Live Voice Stage** should exceed a) the **Bid** initially offered by the **Bidder** itself and b) the Lances already offered by the other qualified Bidders, respecting the minimum waiting period determined by the chairman of the session;
 - 14.4.3** The chairman of the session shall declare the **Live Voice Stage** closed when, upon the expiration of the deadline for presenting new **Bids**, no Bidder has submitted a response, and subsequently the result of the **Live Voice Stage**, in descending order, and the winning **Bidder** shall be declared.
 - 14.4.4** Immediately following the end of the last **Live Voice Stage**, the winning **Bidder** shall ratify the final **Bid**, by submitting a letter in accordance with the template in **Exhibit 20 - Final Economic Proposal Ratification Template**.
 - 14.4.5** If there is a tie as to the **Bid** offered, that is not resolved during the **Live Voice Stage**, the tie-breaking criteria set forth in Article 60 of Law No. 14,133/2021 shall apply.

15. Review of the Qualification Documents

- 15.1** Only the **Bidder** ranked first in the **Public Auction Session** shall deliver, through the **B3 Auction Platform**, the binder of the **Qualification Documents** by the date set out in **Exhibit 22 - Auction Schedule**.
- 15.2** In the event of disqualification of the **Bidder** declared winner, without prejudice to the adversarial process and a full defense, the **Bidder** ranked second shall be declared the winner of the **Auction**, and so on successively.
- 15.3** Disqualification of the Bidder who has been deemed the winner shall entail:
 - 15.3.1** the opening of the **Qualification Documents** of the **Bidder** that has been ranked second under subitem 15.2, and so on until a **Bidder** meets the registration requirements, in which case it shall be considered the winner; and
 - 15.3.2** the setting of a fine equivalent to the amount of the **Proposal Guarantee** and the full execution of the respective **Proposal Guarantee**, as per subitem 8.9.VI
- 15.4** disqualification of all **Bidders** shall render the **Auction** ineffective.

16. Administrative Appeals

- 16.1** **Bidders** participating in the **Auction** may appeal the decision on the classification of the **Written Economic Proposal**, **Proposal Guarantee** and the review of the **Qualification Documents** of the winning **Bidder**.
 - 16.1.1** **Bidders** must submit their reasons for appeal within 3 (three) working days from the date of the Auction Judgment Minutes, as determined in **Exhibit 22 - Auction Schedule**.

- 16.1.2 Reasons for appeal shall be addressed to the Granting Commission, which, if it does not reconsider the act within three (3) working days, shall forward the appeal and its grounds to the ANTT Executive Board, which shall issue its decision within a maximum of ten (10) working days from receipt.
- 16.1.3 The appeal shall be reported to the other **Bidders**, who may challenge it within three (3) business days, with such period commencing on the date of personal notice or publication of the filing of the appeal on **ANTT's** website, whichever occurs first, pursuant to the applicable legislation.
- 16.2 Appeals shall only be admitted when signed by (a) legal representative(s), **Accredited Representatives**, attorney-in-fact with specific powers, or a person substituted in such specific powers, provided that they are supported by proof of their powers, which must be filed via **Electronic Petition**, identified as follows:

ADMINISTRATIVE APPEAL

BID NOTICE FOR CONCESSION No. 2/2026 - CONCESSION OF BR-[●]

To the Grant Committee

- 16.3 Once the judgment of any appeals is concluded, the result shall be published on **ANTT's** website and published in the **DOU**.

17. Ratification, Adjudication, and Execution of the Contract

- 17.1 The result of the **Auction** shall be submitted by the **Granting Committee** to the **ANTT** Executive Board for adjudication, approval and subsequent issuance of the Grant Act.
- 17.2 The announcement of the winning **Bidder** shall be made by means of a notice to be published in the **DOU** and on the **ANTT** website.
- 17.3 Within forty (40) calendar days after the publication of the act of ratification, as a condition for the execution of the **Contract**, the **Grantee** shall submit to the **ANTT**:
 - I. **Guarantee of Performance of the Contract**, per the terms of Section 11 of the **Draft Contract**;
 - II. proof of incorporation of the **SPE**, with the corresponding certificate by the competent business register, as well as the respective proof of enrollment in the National Register of Corporate Taxpayers, or, in the case of an individual Bidder, proof of incorporation of a wholly-owned subsidiary or holding company in the form of a corporation;
 - III. **SPE's** bylaws, which shall not contain provisions that are contrary to this **Public Tender Notice** and to the draft of the **Contract** and its respective Exhibits;
 - IV. proof of subscription and payment of the capital stock of the **SPE**, pursuant to item 8;
 - V. insurance policies, per the terms of the **Draft Contract**;
 - VI. proof of payment of the remuneration to the **B3 S.A.**, corresponding to BRL 852,164.27 (eight hundred fifty-two thousand, one hundred sixty-four Brazilian

reais and twenty-seven cents), on the base date of November 2025, updated by the positive variation of the **IPCA** only if the payment is made by the **Winning Tenderer** on a date greater than one (1) year from said base date;

- VII.** proof of payment of the following amounts to **BNDES**, updated by the **IPCA** based on the formula provided for in subitem 1.5.1, considering as the specific event the month of the effective payment, in the manner to be indicated by the entity, due to the elaboration of feasibility studies subject to this **Public Tender Notice**, as authorized by Article 21 of Law No. 8,987, of February 13, 1995, and as approved by Ordinance No. 684 of the Ministry of Transport, of September 9, 2025:
- a) portion in the amount of BRL 2,346,659.09 (two million, three hundred forty-six thousand, six hundred fifty-nine Brazilian reais and nine cents), related to the Variable Portion of Remuneration; and
 - b) portion in the amount of BRL 4,239,139.25 (four million, two hundred thirty-nine thousand, one hundred thirty-nine Brazilian reais and twenty-five cents), related to the reimbursement of expenses with third parties.
- VIII.** description of the shareholding and management structure considered for the **SPE**, containing:
- a) description of the types of shares;
 - b) identification of shareholders and their respective interests by type of share;
 - c) indication of the corporate composition of the Concessionaire, as applicable, and its Controllers, as defined in the Draft Contract, up to the level of individuals. If the SPE's Controller is an investment fund, compliance with this item shall consider the existence of majority shareholders, or of a body and its members, with the power to influence the fund's bylaws, who hold similar powers to those referred to in Law No. 6,404/76, for the purposes of identifying the controller.
 - d) a copy of the SPE shareholders' agreements, when applicable;
 - e) identification of key officers and directors, including their respective resumes;
 - f) commitment to corporate governance principles in the SPE's management, as per specific regulations;
 - g) declaration of knowledge of and commitment to federal and industry standards, as well as best practices, regarding integrity, compliance, ethics, governance, risk management, internal and external controls (monitoring, evaluation, audit, and investigation), and transparency in the conduct of the Contract; and
 - h) identification of Related Parties as defined in the Draft Contract, except for investment funds;
- IX.** ratification of the link between the **Qualified Professionals** and the **Bidder**, pursuant to item 9 of **Exhibit 5 - Qualification Documents**, which can be waived of presentation of proof of the **Bidder** or consortium member under the terms of item 9 of **Exhibit 5 - Qualification Documents**; and
- X.** Operational Transition Plan, as provided for in **Exhibit 19 - Operational Transition Plan.**; and

- XI. Proof of deposit, into the **Contribution Account**, of the amount corresponding to the **Linked Funds** offered in the winning **Bid**.
- 17.4 At the **Grantee's** own risk, even before the **Contract** is signed, **ANTT** may authorize access to the **Highway System**, as well as information from the **Highway System** for the beginning of its planning.
- 17.5 Once the requirements of subitem 17.3 have been fulfilled, the **SPE** shall be invited by the **ANTT** to execute the **Contract**.
- 17.5.1 After signing the **Contract**, the **SPE** may carry out interventions necessary to meet the **Performance Parameters** set out in the **PER** and the obligations relating to the initiation of toll collection and operation.
- 17.6 The deadline for signing of the **Contract** may be extended, if requested during its course by the winning **Bidder** and for reasons justified and accepted by **ANTT**.
- 17.6.1 If the **SPE**, or any of its shareholders, properly invited to sign the **Contract**, within the term of validity of its **Written Economic Proposal**, refuses to do so, the **ANTT**, without prejudice to the adversarial process and a full defense, shall immediately execute the total **Proposal Guarantee** presented by the winning **Bidder**
- 17.6.2 Without prejudice to the provisions of the previous subitem, the unjustified refusal to sign the **Contract**, within the period established, may result in the initiation of an administrative proceeding to determine the liability of the individual **Grantee**, or, in the case of a **Consortium**, all consortium members, pursuant to Article 158 of Law No. 14,133/2021, or any legislation that replaces it, ensuring the right to due process and a full defense, for the imposition of the sanctions of impediment to bidding or contracting and declaration of ineligibility to bid or contract provided for in Article 156, items III and IV, respectively, of the same law, taking into account the severity and specific circumstances of the case.
- 17.7 In the event of refusal to sign the **Contract** within the term and under the conditions established, refusal to create the **Contract Performance Bond**, or in the event of non-compliance with any of the preliminary requirements for its signature, the **ANTT** may invite the remaining **Bidders**, in the order of classification, to indicate whether they are interested in signing the **Contract** within the same period and under the same conditions as those set forth in the winning proposal.
- 17.8 If none of the **Bidders** accepts the conditions of the winning proposal, pursuant to Subclause 17.7, the **Concession Granting Committee** may, pursuant to Article 90, paragraph 4, of Law No. 14,133/2021:
- I. invite the remaining **Bidders** to negotiate, in the order of classification, with a view to obtaining the highest **Discount on the Basic Toll Fare**, even if lower than that set forth in the **Written Economic Proposal** or **Final Economic Proposal**, as applicable, submitted by the **Grantee**;
- II. recommend the adjudication and execution of the **Contract** under the conditions offered by the remaining **Bidders**, observing the order of classification resulting from the **Written Economic Proposals** or, as applicable, the final **Bids** offered during the **Live Voice Stage**, if the

negotiation for better terms provided for in item I is unsuccessful; or

- III. recommend the revocation of the **Auction**, without prejudice to the imposition of the applicable sanctions and the enforcement of the **Proposal Guarantee** of the withdrawing **Bidder**.

- 17.9 Upon completion of the procedure set forth in Subclauses 17.7 and 17.8, the **Concession Granting Committee** shall publish the new provisional result or the revocation of the **Auction** in the **DOU** and on **ANTT's** website and, as applicable, request the submission and proceed with the review of the **Qualification Documents**, as provided for in Subclause 15.1.
- 17.10 Without prejudice to the provisions of subitem above, the **Auction** may only be revoked by the Executive Board of the **ANTT**, upon proposal by the **Grant Committee**, for reasons of public interest due to proven supervening fact, relevant and sufficient to justify such revocation.
- 17.11 The **ANTT** Executive Board, sponte or upon prompting by a third party, shall cancel the **Auction** if any unlawfulness that cannot be remedied is found.
- 17.12 Nullity of the **Auction** entails nullity of the **Contract**, thus not generating any indemnification obligation on the part of the **Granting Authority**, if it occurs prior to the execution of the **Contract**.
- 17.13 **ANTT** may, at any time, postpone the stages of the **Auction**, in accordance with the terms of applicable laws and regulations, without the **Bidder** being entitled to compensation or reimbursement of costs and expenses on any account.
- 17.14 If **ANTT** becomes aware, after the Qualification phase, that any **Qualification Document** submitted by a **Bidder** was false or invalid at the time of submission of the **Qualification Documents**, it may disqualify it, without it having any right to compensation or reimbursement of expenses on any account, without prejudice to compensation to the **Granting Authority** and the application of the appropriate penalties.
- 17.15 The **Bidder** undertakes to report to **ANTT**, at any time, any supervening fact or circumstance that impedes its qualification conditions immediately after its occurrence.
- 17.16 Without further notice, all binders of the **Proposal Guarantee** and **Qualification Documents** that are not withdrawn by the non-winning **Bidders** within thirty (30) days as of the date of execution of the **Contract** shall be rendered unusable.
- 17.17 The **Concessionaire** shall always be bound by the provisions of the Contract, the **Public Tender Notice**, the documentation presented by it, and the respective contractual documents, as well as Brazilian laws and regulations, in all that is related to the **Concession**.
- 17.18 The **Grantee** may organize a company with an intermediary holding nature that has the condition of sole controller of the **SPE** that will act as **Concessionaire**, provided that the control relationship of this company with the **Grantee** is maintained, and any changes of control in these relationships are subject to the consent of the **ANTT** under the terms of the **Contract**.
- 17.19 The disclosure on the **National Public Procurement Portal (PNCP)** [www.gov.br/pncp] under the terms of art. 94 of Law No. 14.133/2021, is an indispensable condition for the effectiveness of the **Contract**, its **Exhibits** and

Amendments and shall take place within 20 (twenty) working days from the date it's signed.

18. Jurisdiction

- 18.1** The Courts of the Judicial Section of the Federal District are hereby elected to settle any disputes arising from this **Public Tender Notice**.

Part VI - Exhibits

The following **Exhibits** are an integral part of the **Public Tender Notice**:

- ❖ **Exhibit 1: Model Request for Clarifications**
- ❖ **Exhibit 2: Minimum Terms and Conditions for the Performance Bond**
- ❖ **Exhibit 3: Bank Guarantee Letter Template**
- ❖ **Exhibit 4: Model Cover Letter for the Written Economic Proposal Cover**
- ❖ **Exhibit 5: Qualification Documents**
- ❖ **Exhibit 6: Model Cover Letter for the Documentation in General**
- ❖ **Exhibit 7: Model Letter of Declaration of Good Standing Under Article 7, XXXIII, of the Federal Constitution**
- ❖ **Exhibit 8: Model Letter of Declaration of No Bankruptcy, Arrangement with Creditors, Judicial or Extrajudicial Reorganization, or Insolvency Proceeding**
- ❖ **Exhibit 9: Model Letter of Absence of Impediment to Participation in the Auction**
- ❖ **Exhibit 10: Model Letter for Declaration of Financial Capacity**
- ❖ **Exhibit 11: Model Formal Declaration of Express Submission to Brazilian Laws and Regulations and Waiver of Claim by Diplomatic Means**
- ❖ **Exhibit 12: Model Power-of-Attorney**
- ❖ **Exhibit 13: Model Power-of-Attorney (Foreign Bidder)**
- ❖ **Exhibit 14: Model Power-of-Attorney (Consortium Bidder)**
- ❖ **Exhibit 15: Model statement of independent preparation of Written Economic Proposal**
- ❖ **Exhibit 16: Model Letter of Declaration of Foreign Bidder**
- ❖ **Exhibit 17: Integrity Instrument**
- ❖ **Exhibit 18: Model Declaration of Reservation of Positions for Disabled Persons or for Social Security Rehabilitated Persons**
- ❖ **Exhibit 19: Operational Transition Plan**
- ❖ **Exhibit 20: Final Economic Proposal Ratification Template**
- ❖ **Exhibit 21: Auction Procedures Manual**
- ❖ **Exhibit 22: Auction Schedule**

Exhibit 1 – Clarification Request Model

[place], [●] de [●] de [●]

To the

Grant Committee - Concession Public Tender Notice No. [●]/[●]

National Land Transportation Agency (“**ANTT**”)

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●]- Request for Clarifications Dear

Sirs,

[**Bidder**], by its undersigned legal representative(s), makes the following request for clarifications regarding the **Public Tender Notice**.

Number of the question submitted	Item of the Public Tender Notice	Clarification requested	Number of the question assigned by ANTT and which shall appear in the clarification minutes
1	Insert item from the Public Tender Notice to which the clarification requested refers	Clearly write the request for the clarification desired in the form of a question	Leave blank
2	Insert item from the Public Tender Notice to which the clarification requested refers	Clearly write the request for the clarification desired in the form of a question	Leave blank
N	Insert item from the Public Tender Notice to which the clarification requested refers	Clearly write the request for the clarification desired in the form of a question	Leave blank

Sincerely,

[**Bidder**]
representatives(s)
Contact person: [●]
Telephone: [●]
Electronic address: [●]

Exhibit 2 - Minimum Terms and Conditions for the Performance Bond

1 Customer

1.1 Bidder.

2 Insured

2.1 ANTT.

3 Purpose of the Insurance

3.1 Guarantee indemnification, in the amount of [●] (R\$ [●]), in the event that the Bidder breaches any of its obligations arising from the Law or the **Public Tender Notice**, including refusal to execute the **Concession Contract**, failure to comply with the requirements for its execution, under the conditions and within the term set forth in the **Public Tender Notice**, and in any of the events provided for in subitem 8.9 of the **Public Tender Notice**.

4 Instrument

4.1 Performance Bond Policy issued by an insurance company duly incorporated and authorized to operate by **SUSEP**, in compliance with the terms of **SUSEP's** normative acts.

5 Amount of the Guarantee

5.1 The Performance Bond Policy must provide for the indemnification amount of [●] (R\$ [●]).

6 Term of Duration

6.1 The Performance Bond Policy must have a minimum term of one (1) year from the **Date of Receipt of the Envelopes**, renewable in the circumstances provided for in **Concession Public Tender Notice No. [●]/[●]**.

7 Additional Provisions

7.1 The Performance Bond Policy shall contain the following additional provisions:

- (i) statement by the Insurer that it is aware of and accepts the terms and conditions of **Concession Public Tender Notice No. [●]/[●]**; and
- (ii) (ii) statement by the Insurer that it shall make the payment of the amounts provided for herein within thirty (30) days as of the date of submission of all documents listed by the Insurer as necessary for the characterization and settlement of the claim;

8 In the event of proven breach by the Policyholder of the obligations covered by the Performance Bond Policy, the Insured shall have the right to claim from the Insurer compensation due, when notice to the Policyholder is unsuccessful. The terms not expressly defined in this **Exhibit** shall have the meanings ascribed to them in the **Public Tender Notice**.

Exhibit 3 - Bank Guarantee Letter Template

[Place], [month] [day], [year].

REFERENCE:

CONCESSION BID NOTICE No. [●]/[●] - HIGHWAY SYSTEM [●].

Bank Guarantee Letter No. *[to be completed with the GUARANTOR BANK's internal control registration code]*
(**"GUARANTEE"**)

1. *[insert the corporate name of the Guarantor Bank]*, with registered office at *[insert address]*, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. *[insert CNPJ]* (**"GUARANTOR BANK"**).
2. National Land Transport Agency – ANTT, with headquarters in Brasília, Federal District, Setor de Clubes Esportivos Sul – SCES, trecho 03, lote 10, Projeto Orla Polo 8, enrolled with the National Register of Legal Entities (CNPJ/MF) under No. 04.898.488/0001-77 (**"CREDITOR ANTT"**).
3. The **BIDDER**, *[insert corporate name/name]*, with registered office at *[insert registered office]*, enrolled with the CNPJ/CPF under No. *[insert CNPJ/CPF]* (**"PRINCIPAL BIDDER"**).

[In case of a CONSORTIUM: The PRINCIPAL BIDDER is a consortium member of the CONSORTIUM [consortium name], composed of the following consortium members: [inform corporate name, CNPJ, and the participation percentages of each consortium member in the CONSORTIUM].]
4. By virtue of this **GUARANTEE**, the **GUARANTOR BANK** undertakes vis-à-vis the **CREDITOR ANTT**, for the **GUARANTEE AMOUNT**, and for the duration of the **GUARANTEE TERM**, as joint and several guarantor of the **PRINCIPAL BIDDER**, in the event the BIDDER fails to perform any of its obligations arising from the Law and/or the **TENDER NOTICE**, under the conditions and within the term established in the **TENDER NOTICE** (**"GUARANTEED OBLIGATION"**).
5. The **GUARANTEE** shall have the total amount of BRL [●] ([●] Brazilian reais) (**"GUARANTEE AMOUNT"**).
6. The **GUARANTEE** shall be valid for 1 (one) year as its term, counted from [●] to [●], inclusive (**"GUARANTEE TERM"**).
7. The **GUARANTOR BANK** undertakes to make the payments due when demanded, within a maximum period of 48 (forty-eight) hours, counted from receipt by the **GUARANTOR BANK** of the written notice from the **CREDITOR ANTT**. The notice shall be delivered to *[insert the address of the GUARANTOR BANK]*.
8. The **GUARANTOR BANK** shall not raise any objection or defense of the **PRINCIPAL BIDDER**, or invoked by it, for purposes of excusing itself from performance of the obligation assumed vis-à-vis the **CREDITOR ANTT** under this **GUARANTEE**.
9. Before recording the accounting discharge of the **GUARANTEE**, the **GUARANTOR BANK** undertakes to obtain from the **B3 S.A.** and/or the **CREDITOR ANTT** confirmation that the **PRINCIPAL BIDDER** has been released with respect to the **GUARANTEED OBLIGATION**.
10. Should the **CREDITOR ANTT** commence legal proceedings to demand performance of the obligation referred to in this **GUARANTEE**, the **GUARANTOR BANK** shall be liable for payment of arbitration, judicial, or extrajudicial costs and expenses.

11. The **GUARANTOR BANK** represents that this **GUARANTEE** has been duly recorded, in full compliance with the regulations of the Central Bank of Brazil currently in force, in addition to complying with the applicable principles of banking laws and regulations.
12. The **GUARANTOR BANK** represents that the signatories of this instrument, and any of their successors, are duly authorized to provide the **GUARANTEE** and the **GUARANTEE AMOUNT** on behalf of the **GUARANTOR BANK**, and assume full responsibility therefor.
13. The **GUARANTOR BANK** represents that its paid-in share capital is BRL *[insert the GUARANTOR BANK's paid-in share capital in figures]* (*[insert the GUARANTOR BANK's paid-in share capital in words]*), and that it is duly authorized by the Central Bank of Brazil and by its Bylaws to issue guarantees, and that the **GUARANTEE AMOUNT** is within the limits authorized by the Central Bank of Brazil.
14. The **GUARANTOR BANK** and the **PRINCIPAL BIDDER** expressly waive the rights provided for in Articles 827, 835, 837, 838 and 839 of Law No. 10,406, of January 10, 2002 (the Brazilian Civil Code), and Article 794 of Law No. 13,105, of March 16, 2015 (the Brazilian Code of Civil Procedure).
15. The **GUARANTOR BANK** expressly represents that it is aware of and accepts the terms, provisions and conditions of the **PUBLIC TENDER NOTICE** and its exhibits.
16. The courts of the Federal District shall have jurisdiction over any and all actions, claims or proceedings arising out of or relating to this **GUARANTEE**, with express waiver of any other jurisdiction, however privileged it may be.
17. Terms not expressly defined herein shall have the meanings ascribed to them in the **TENDER NOTICE**.

Signatures of the GUARANTOR BANK's legal representatives

[Names of the GUARANTOR BANK's legal representatives]
[GUARANTOR BANK's corporate name]

Witnesses:

Name:
I.D. (R.G.):

Name:
I.D. (R.G.):

Exhibit 4 - Model Cover Letter for the Written Economic Proposal

[place], [●] [●], [●]

To the
National Land Transportation Agency ("ANTT")
SCES Stretch 3, Lot 10
Pole 8 of the Orla Project
70.200-003, Brasília/DF

Re: **Concession Public Tender Notice** No. [●]/[●] - **Written Economic Proposal**

Dear Sirs,

1. In response to the call on [●] [●], [●] (*date of publication of Publication of Notice of **Concession Public Tender Notice** No. [●]/[●] in the **DOU** of ANTT*), we present our **Written Economic Proposal** to carry out the purpose of the **Auction** referenced.
2. We propose as a starting **Bid**, regarding the **Discount over the Basic Toll Fare**, for the operation of the **Concession** subject to this tender procedure, as defined in **Public Tender Notice** No. [●]/[●], the percentage of [●] ([●]%).
3. We expressly represent that:
 - 3.1 this **Written Economic Proposal** is valid for one (1) year as of the **Date for Receipt of the Envelopes**, as specified in the **Concession Public Tender Notice**;
 - 3.2 we fully and unrestrictedly agree to the contractual conditions set forth in the above-mentioned **Public Tender Notice**;
 - 3.3 We confirm that we have full knowledge of the area placed for bidding and the conditions for execution of the works;
 - 3.4 We assume full responsibility for the performance of the works in accordance with the provisions of the **PER** and other obligations of the **Concession Contract**, the regulations of the **ANTT**, and other applicable provisions of law; and
 - 3.5 we fully complied with all obligations and requirements contained in the above-mentioned **Public Tender Notice**, having fully observed the assumptions contained in subitem 10.3 of the **Public Tender Notice**.

Sincerely,

[Bidder]

[accredited representative(s)]

Exhibit 5 - Qualification Documents

1. The binder of the **Qualification Documents** shall start with a duly signed cover letter, in accordance with the template in **Exhibit 6 - Model Cover Letter for the Documentation in General**.

- 1.1. The **Bidder** shall make available, together with documents related to its good legal standing and economic and financial qualifications, other corporate documents related to its articles of incorporation and obligations assumed, as established in the **Auction Procedures Manual**.

2. Certificates that do not state their validity shall be accepted if they are issued up to ninety (90) days prior to the date set in the schedule for the submission of **Qualification Documents**.

3. When it is a legal entity, the **Bidder** must present the following documents for its legal qualification:

Table I - Documents relating to its good legal standing	
Document	
A	Constituent act or bylaws/articles of association of the Bidder that is a legal entity, according to the latest amendment filed with the competent company register or notary office. If the latest amendment to the bylaws/articles of association does not restate the provisions of the current bylaws/articles of association, the previous amendments containing such provisions shall also be presented.
B	Proof of election of the acting officers of the Bidder that is a legal entity, duly filed with the competent company register or notary office.
C	Updated certificate from the Bidder legal entity issued by the competent business registry or notary office.
D	In the case of a legal entity or foreign company authorized to operate in Brazil, operating authorization and act of registration or authorization for its operation, issued by the competent body.
E	In the case of a legal entity or foreign company not established in Brazil, the Bidder shall submit a declaration according to the template found in in Exhibit 16 - Model Letter of Declaration of Foreign Bidder .

4. In the case of an open or closed private pension entity, the **Bidder** shall submit for its good legal standing, in addition to the documents equivalent to the documentation provided for in Table I above, the following documents:

Table II - Additional documents related to the good legal standing of an open or closed private pension entity	
Document	
A	Proof of express and specific authorization as to the creation and operation of the private pension entity, granted by the competent supervisory body, and a statement that the plans and benefits administered by it are not under liquidation or intervention by PREVIC.

5. In the case of a financial institution, the **Bidder** shall submit for its good legal standing, in addition to the documentation provided for in Table I above, the following document:

Table III - Additional document on the financial institution's good legal standing	
Document	
A	Proof that it is authorized to function as a financial institution by the Central Bank of Brazil.

6. When the **Bidder** is an investment fund, the following documents shall be submitted for its legal qualification, in lieu of the presentation of the documents listed in Table I:

Table IV - Documents regarding the legal qualification of investment funds	
Document	
A	Constitutive act with last amendment filed with the competent body.
B	Proof of hiring of a manager, if any, as well as election of the acting manager.
C	Proof of registration of the investment fund with the Brazilian Securities and Exchange Commission.
D	The investment fund's bylaws (and the respective subsequent amendments, if any).
E	Proof of registration of the investment fund's bylaws with the relevant Registry of Deeds and Documents.
F	Proof that the investment fund is duly authorized to participate in the Auction and that its manager may represent it in all acts and for all purposes of the Auction , assuming on behalf of the investment fund all obligations and rights arising from the Auction .
G	Proof of qualification of investment fund's administrator and, if any, of the manager, before the Brazilian Securities and Exchange Commission.
H	Bankruptcy clearance certificate of the administrator and manager of the fund, issued by the registry office(s) of the headquarters thereof, with a date of up to sixty (60) calendar days prior to the date set out in the schedule for the submission of the Qualification Documents .
I	The foreign investment fund must present a document similar to registration with the Brazilian Securities and Exchange Commission, of the country of origin, pursuant to article 70, Sole paragraph, of Law No. 14,133/2021.

Individual Bidder - Economic and financial qualification

7. The **Bidder** must present, as proof of its economic and financial qualification, the following documents:

Table V - Documents related to economic and financial qualification	
Document	
A	Clearance certificates for bankruptcy, self-bankruptcy, and judicial reorganization issued by the judicial distributor (civil courts) of the judicial district of the municipality where the company is headquartered, with a date of at most ninety (90) days prior to the date set out in the schedule for the submission of the Qualification Documents . In the case of a non-business company or other legal entity, a clearance certificate issued by the judicial distributor of the civil courts in general (execution proceedings) of the Municipality where the entity is headquartered, dated to a maximum of ninety (90) days prior to the date set out in the schedule for the submission of the Qualification Documents .
B	Balance sheets and respective profit and loss accounts, already required by law, duly approved by the general meeting or partners, as the case may be, presented in the manner set forth in the law, with the presentation of interim balance sheets or balance statements being prohibited. These documents must be presented in accordance with the accounting practices adopted in Brazil.

- 7.1.** The Bidder must prove, through the balance sheet indicated by item B of Table V above, that, at the date for receipt of the envelopes provided by this **Public Tender Notice**, it has an amount of equity that corresponds to a minimum of BRL 418,132,771.08 (four hundred eighteen million, one hundred thirty-two thousand, seven hundred seventy-one Brazilian reais and eight cents), at the January 2025 base date, updated by the **IPCA**, based on the formula provided for in subitem 1.5.1 of the Notice, considering as a specific event the provided for in the schedule for the **Date of Receipt of Envelopes**, in accordance with the specific rules established by subitems 7.2 and 7.3 below for open or closed supplementary pension entity and equity investment funds, respectively.
- 7.2.** In the case of an open or closed supplementary pension entity, the proof of equity, considering the legal rules in force, will correspond to the sum of the Liability accounts of the Actuarial Liabilities and of the Reserves and Funds.
- 7.3.** For equity investment funds, the level required in subitem 7.1, for the purposes of economic-financial qualification, can be proven:
- (i) Through the equity of the investment fund, pursuant to its balance sheet or as provided by its last Quarterly Report submitted to the Brazilian Securities and Exchange Commission;
 - (ii) (Through total value of subscribed capital, pursuant to its balance sheet or as provided in its last Quarterly Report sent to the Brazilian Securities and Exchange Commission; or
 - (iii) By means of proof of investment commitments entered into after submitting the

last Quarterly Report Brazilian Securities and Exchange Commission.

- 7.4.** For the purposes of equity proof, the amounts expressed in foreign currency by the Bidder shall be converted into Brazilian Reals (R\$), by applying the commercial exchange rate for sale published by the Central Bank of Brazil (PTAX), referring to the closing date of the fiscal year indicated on the balance sheet.

Individual Bidder - Good Tax, Social and Labor Standing

8. The **Bidder** must present, for proof of its good tax, social and labor standing, the following documents:

Table VI - Documents related to good tax, social and labor standing	
Document	
A	Proof of enrollment in the Corporate Taxpayers (CNPJ). In the case of an investment fund, proof of registration of the administrator with the CNPJ must also be presented.
B	Certificate of good standing before the Guarantee Fund for Length of Service (FGTS) that is within the period of validity attested to therein. In the case of an investment fund, the required document must be presented on behalf of the administrator.
C	Proof of good tax standing before the Federal Revenue Service, through the presentation of a clearance certificate (or certificate with effects of a clearance certificate) for Debts Related to Federal Taxes and Outstanding Debt of the Federal Government. In the case of an investment fund, the required document must be presented on behalf of the administrator.
D	Proof of tax clearance with the state and municipal treasuries (the latter referring to property and real estate taxes), all of which are for the domicile or head office of the Tenderer , dated no more than 180 (one hundred and eighty) days prior to the date set out in the schedule for the submission of the Qualification Documents . In the case of an investment fund, the required document must be presented in the name of the administrator.
E	Labor Debts Clearance Certificate, as provided for by Law No. 12,440, of July 7, 2011. In the case of an investment fund, the required document must be presented on behalf of the administrator.
F	Proof that there are no debts with ANTT , by issuing an outstanding debt clearance certificate or a certificate with the effects of clearance, issued by the competent internal body. In the case of an investment fund, the required document must be presented on behalf of the administrator.
G	Declaration of Reservation of Positions for Disabled Persons or for Social Security Rehabilitated Persons, foreseen in the law and other specific norms.
H	Signed Integrity Instrument, as per Exhibit 17 - Integrity Instrument .

- 8.1. If any certificate presented in accordance with the items in Table VI above show outstanding issues, or the updated status of the debt(s) is not stated, proof of discharge and/or certificates indicating the updated status of the judicial and/or administrative actions listed shall be provided, dated no more than ninety (90) days prior to the date set out in the schedule for the submission of the **Qualification Documents**.
- 8.2. Proof of requests for certificates shall not be accepted.
- 8.3. In the case of the certificate described in item F of Table VI above, it must be requested from the Federal Attorney General Office' Bureau for Collection and Recovery of Debts with **ANTT**, by electronic mail to cnda@antt.gov.br, sending the Articles of Association of the Company and the latest amendment, if applicable, as well as the documents of its legal representative. If the request is made by an Attorney-in-Fact, the respective

Mandate with specific powers for representation before the **ANTT** should also be sent. In the case of an international company, it is necessary to send the corporate documentation and the power of attorney translated and sworn, or, in the case of a company from States Parties to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil through Decree No. 8,660 of January 29, 2016, the documents must be apostilled, translated and sworn, including the content of the apostille itself.

Individual Bidder - Technical Qualification

9. The **Bidder** must present, as proof of its technical qualification, the following documents:

Table VII - Technical qualification documents	
Document	
A	Indication of the name(s) of the Qualified Professional(s) , observing the provisions of subitem 9.1 below, and proof of their registration(s) or enrollment(s) with their competent professional entity(ies).
B	In relation to the set of Qualified Professional(s) indicated by the Bidder , attestation(s) of technical responsibility, issued by public or private entities, duly certified by the Board(s) that regulate(s) the exercise of the respective profession(s), of performance, coordination, management, or supervision of highway Management and operation . The affidavits shall only be accepted if the Qualified Professional(s) has (have) a link with the Bidder on the date set out in the schedule for the submission of the Qualification Documents , pursuant to subitem 9.1 below.
C	The Qualified Professional(s) linked to the parent company and/or branch of a foreign company, who do not need to have registration or registration(s) in Brazilian professional entity(ies), but rather from the other country, and the affidavits of technical responsibility to be presented may be issued by public or private entities of the other country.

- 9.1** The **Qualified Professionals** must have a link with the **Bidder** on the date set out in the schedule for the submission of the **Qualification Documents**.
- 9.2** The **Qualified Professionals** may be linked to the **Bidder**:
- 9.2.1.** by employment relationship or as an executive officer;
 - 9.2.2.** by technical assistance contract, directly or through a company of which he is an employee or executive officer; or
 - 9.2.3.** by letter or contract of intent signed between the **Bidder** and the **Qualified Professional** indicating that, if the **Bidder** succeeds in the **Auction**, the **Qualified Professional** shall assume the obligation to participate in the **Concession** in one of the ways indicated in subitems 9.2.1 and 9.2.2 above.
- 9.3** If they choose to prove an employment relationship, the **Bidders** must present the Employee Registration Form (FRE) and the Work History Card, duly updated.
- 9.4** To prove investiture in an executive position, the **Bidders** must present proof of election of the officer to the office duly filed in the competent business register or notary office.
- 9.5** In order to prove the existence of a technical assistance contract, the **Bidder** shall present a technical assistance commitment instrument, whereby the **Qualified Professional** must undertake to provide to the **Bidder** the technical assistance necessary for the performance of the **Contract**.
- 9.6** It is not forbidden for the **Qualified Professional** to have a link to more than one **Bidder**.

- 9.7 The **Qualified Professional** may be linked to the **Bidder's** parent company and/or branch, whether Brazilian or foreign.
- 9.8 The affidavits referred to in document B of Table VII shall contain the following information:
- 9.8.1. purpose;
 - 9.8.2. characteristics of the activities and services performed;
 - 9.8.3. total value of the project/development;
 - 9.8.4. start and end dates for conducting the activities and services;
 - 9.8.5. location for conducting the activities and services;
 - 9.8.6. corporate name of the issuer;
 - 9.8.7. name and identification of the signatory; and
 - 9.8.8. when the affidavit has been issued in the name of the **Consortium**, start and end dates of the participation of the company to which the **Qualified Professional** in the **Consortium** was linked and a description of the activities performed by the company in the **Consortium**.
- 9.9 The technical qualification referred to in item 9 may, as an alternative to the presentation of documentation concerning the qualified professional referred to in Table VII (technical and professional qualification), be proved by presentation of certificate(s) and/or affidavit(s) of suitability, in the name of the **Bidder** or, in the case of a **Consortium**, of one of the consortium members, and shall attest to the prior experience in the **Management and operation of highways**.
- 9.10 The company's technical qualification documents must be issued by public or private entities, on the declarant's letterhead, with identification of its legal representative and information for any contact by **ANTT**.
- 9.11 For the purposes of subitem 9.9, affidavits issued in the name of a **Subsidiary**, **Controller**, **Affiliate**, or under the same common control as the **Bidder** or one of the consortium members, in the event of **Consortium**, shall also be accepted.
- 9.12 Affidavits issued abroad may dispense with the formalities indicated in subitem 5.5 of the **Public Tender Notice**, without prejudice to the sworn translation thereof.

Individual Bidder - Other documents

10. The **Bidder** must also submit the following documents:

Table VIII - Other Documents	
Document	
A	Declaration of commitment to fulfill the provisions of article 7, item XXXIII, of the Federal Constitution, according to the template contained in Exhibit 7 - Model Letter for Declaration of Good Standing under Article 7, XXXIII, of the Federal Constitution.
B	Declaration that the Bidder is not in the process of (i) bankruptcy, (ii) self-bankruptcy, (iii) judicial or extrajudicial reorganization, (iv) judicial or extrajudicial liquidation, (v) insolvency, (vi) temporary special receivership, or (vii) intervention, according to the template in Exhibit 8 - Model Letter of Declaration of No Bankruptcy, Debt Relief, Judicial or Extrajudicial Reorganization, or Insolvency Proceeding.
C	Declaration regarding the lack of impediment to participating in the Auction , according to the template in Exhibit 9 - Model Letter for Declaration of Absence of Impediment Participation in the Auction.
D	Declaration of financial capacity found in Exhibit 10 - Model Letter for Declaration of Financial Capacity to the Public Tender Notice . The Bidder shall declare that it has or is able to obtain sufficient financial resources to fulfill the obligations to contribute its own resources and third-party resources required to achieve the purpose of the Concession , including the obligation to pay up the mandatory capital stock and amount equivalent to the Bid , as defined and described in the Public Tender Notice and in the Contract in reference.
E	Draft of the SPE's bylaws, which shall contain provisions that are not contrary to this Public Tender Notice and to the Draft Contract and their respective Exhibits .
F	Draft of any agreements between the future shareholders of the SPE .

- 10.1. All of the above declarations must be presented together with documents proving the powers of the signatories, it being unnecessary to have a notarized signature of the signatory.

Foreign bidders

11. Foreign **Bidders** that do not operate in the Brazil shall as far as possible meet the requirements to be met by Brazilian **Bidders** by presenting equivalent documents, authenticated by their consulates and translated by a sworn translator, and in addition, shall submit the following documents:

Table IX - Additional documents relating to the legal qualification of foreign Bidders	
Document	
A	Power of attorney granted to the legal representative in Brazil, with express powers to receive service of process and answer administratively and judicially for its acts, according to the template in Exhibit 13 - Model Power-of-Attorney (Foreign Bidder) .

Table X - Other documents relating to the qualification of foreign Bidders	
Document	
A	Declaration of submission to the laws and regulations of the Federative Republic of Brazil and waiver of any claim through diplomatic channels, as per the template in Exhibit 11 - Model Formal Declaration of Express Submission to Brazilian Laws and Regulations and Waiver of Claim by Diplomatic Means .

- 11.1 Foreign companies from States Parties to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, promulgated in Brazil through Decree No. 8,660/16, may replace the need for authentication by the respective consulate referred to in item 11 above, by affixing the apostille referred to in that Convention, as appropriate.
- 11.1.1 The documentation and the respective apostille must be translated by a sworn translator.
- 11.2. Foreign **Bidders** may, for the purposes of their qualification, present documents from their headquarters or their affiliates that are equivalent to those requested for qualification of Brazilian legal entities and that comply with the legal requirements in the foreign **Bidder's** country of incorporation.
- 11.3. In the absence of equivalent documents in the respective countries of origin able to meet the requirements set forth in this **Exhibit 5 - Qualification Documents**, or documents for the respective Brazilian subsidiaries, the foreign **Bidders** shall submit:
- (i) a declaration indicating this circumstance; and
 - (ii) an alternative document that, while not equivalent, explains and meets, as far as possible, the purpose of the document required in this **Exhibit 5 - Qualification Documents**, pursuant to subitem 9 and 11.3.
- 11.4. It is **ANTT's** prerogative to review and decide on the validity of documents received from foreign **Bidders**.
- 11.5. The balance sheets and income statements presented should be those already required by law and approved by management. These documents must be presented in accordance with accounting principles accepted in Brazil, such as IFRS (*International Financial Reporting Standards*), in order to allow for comparison of the information presented by all **Bidders**.

- 11.6.** Foreign language documents must be presented with the signature(s) duly recognized as genuine by a notary or other entity in accordance with the laws and regulations applicable to the documents, which must be recognized by consular representation, if applicable, duly translated into Portuguese by a sworn public translator, and the powers of attorney must be registered with the Registry of Deeds and Documents.

Consortium bidders

12. Bidders in the manner set forth in a **Consortium** shall submit all the documents provided for in the previous items of this **Exhibit 5 - Qualification Documents** to each of the consortium members, as applicable, subject to subitems 5.7 and 5.8 of the **Public Tender Notice**.

12.1. If the **Consortium** is a branch/subsidiary, it must present the consolidated balance sheet of the parent company.

13. The net equity to be considered for the **Consortium** economic and financial qualification shall be obtained by the sum of the net equity of each consortium member, in proportion of its participation to their respective participation. The qualification requirement is considered to have been met in any of the following situations:

- (i) when the minimum equity amount provided by subitem 7.1 of **Exhibit 5 - Qualification Documents** is attained by the sum of the products of the multiplication of the equity of each consortium member by the percentage participation held in the **Consortium**; or
- (ii) when the total equity of all the Consortium members is equal to or greater than the percentage of its participation, multiplied by the minimum equity provided for in subitem 7.1 of **Exhibit 5 - Qualification Documents**.

14. In addition to the documents provided for in the items above, the **Consortia** shall submit the following documents:

Table XI - Additional documents concerning the consortium's legal qualifications	
Document	
A	Commitment Instrument to Organize a Special Purpose Entity, containing at least: • name of the Consortium; • qualification of the consortium members; • composition of the Consortium, respective stakes of the members and future commitment regarding the participation of each member in the SPE; • Consortium's corporate purpose; • Indication of the leading company that shall be responsible for the negotiations involving the Consortium with the Granting Authority, until the date of execution of the Contract; and • obligation to be jointly and severally liable, under the terms of the Law, in all issues concerning the Auction, until the execution of the Contract.

Exhibit 6 - Model Cover Letter for the Documentation in General

[place], [●] [●], [●]

To the

National Land Transportation Agency ("ANTT")

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Presentation of General Documentation

Dear Sirs,

1. **[Bidder]** ("**Bidder**"), by its undersigned **Accredited Representative(s)**, hereby submits, through the **B3 Auction Platform**, the documents for its qualification in the bidding procedure in question, pursuant to subitem 6.1 and 12.1 of the **Public Tender Notice**, organized in the order established in Exhibit 5, reflected in the table of contents included in the **Qualification Documents**.
2. The **Bidder** expressly represents that it is fully aware of the terms of the **Public Tender Notice** and fully accepts them, in particular, as regards the powers conferred on the **Granting Committee** to conduct special measures to confirm the accuracy of the documents presented and to seek any clarifications necessary to clarify the information contained therein.
3. The **Bidder** expressly represents that it has met all the requirements and criteria for qualification and has submitted the **Qualification Documents** as defined in **Concession Public Tender Notice No. [●]/[●]**, in a correct manner.
4. The **Bidder** further represents that the **Qualification Documents** now presented are complete, true, and correct in every detail.

[Bidder]

[accredited representative(s)]

Exhibit 7 - Model Letter for Declaration of Good Standing under Article 7, XXXIII, of the Federal Constitution

[place], [●] [●], [●]

To the

National Land Transportation Agency (“**ANTT**”)

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Declaration of Good Standing under Article 7, XXXIII, of the Federal Constitution

Dear Sirs,

In compliance with the **Public Tender Notice** in question, the **[Bidder]**, by its undersigned legal representative(s), represents, under penalty of the applicable laws and regulations, for itself by its successors and assigns, that it is in good standing with the Ministry of Treasury, as regards compliance with the provisions of sub-section XXXIII, article 7, of the Federal Constitution.

[Bidder]

[accredited representative(s)]

Exhibit 8 - Model Letter of Declaration of No Bankruptcy, Debt Relief, Judicial or Extrajudicial Reorganization, or Insolvency Proceeding

[place], [●] [●], [●]

To the

National Land Transportation Agency (“**ANTT**”)

SCES Stretch 3, Lot 10

Pole 8 of the Orla

Project 70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Declaration of Absence of Bankruptcy Proceeding

Dear Sirs,

Pursuant to the **Public Tender Notice** in question, the **[Bidder]**, by its undersigned legal representative(s), represents, under penalty of the applicable laws and regulations, for itself by its successors and assigns, that it is not in bankruptcy, self-bankruptcy, judicial or extrajudicial reorganization, judicial or extrajudicial liquidation, insolvency, temporary special receivership, or under intervention of the competent supervisory body.

[Bidder]

[accredited representative(s)]

Exhibit 9 - Model Letter for Declaration of Absence of Impediment Participation in the Auction

[place], [●] [●], [●]

To the

National Land Transportation Agency ("ANTT") SCES

Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Model Letter of Absence of Impediment to Participation in the Auction

Dear Sirs,

Pursuant to the **Public Tender Notice** in question, the **[Bidder]**, by its undersigned legal representative(s), represents, under penalty of the applicable laws and regulations that it is not prevented from taking part in Public Tender Notices.

[Bidder]

[accredited representative(s)]

Exhibit 10 - Model Letter for Declaration of Financial Capacity

[place], [●] [●], [●]

To the

National Land Transportation Agency (“**ANTT**”)

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Declaration of Financial Capacity

Dear Sirs,

Pursuant to the **Public Tender Notice** in question, the **[Bidder]**, by its undersigned legal representative(s), represents, under penalty of the applicable laws and regulations that it has or is able to obtain sufficient financial resources to fulfill the obligations to contribute its own and third party resources necessary to achieve the purpose of the **Concession**. It declares, furthermore, that (i) it is able to purchase all the insurance necessary to achieve the purpose of the concession and (ii) it has or has the capacity to obtain resources for the payment in Brazilian currency of the minimum capital required for execution of the **Contract**.

[Bidder]

[accredited representative(s)]

Exhibit 11 - Model Formal Declaration of Express Submission to Brazilian Laws and Regulations and Waiver of Claim by Diplomatic Means

[place], [●] [●], [●]

To the

National Land Transportation Agency (“**ANTT**”)

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●]- Formal Declaration of Express Submission to Brazilian Laws and Regulations and Waiver of Claim by Diplomatic Means

Dear Sirs,

Pursuant to the **Public Tender Notice** in question, the **[Bidder]**, by its undersigned legal representative(s), represents, for due purposes, its formal and express submission to Brazilian laws and regulations and full waiver of its ability to make claims, for any reason of fact or law, through diplomatic means.

[Bidder]

[accredited representative(s)]

Exhibit 12 - Model Power-of-Attorney

By the present instrument of power of attorney, the **[Bidder]**, [name and information], hereinafter referred to as the "**Grantor**", appoints and constitutes its attorneys-in-fact, Mr. **[•]**, [name and information], to, jointly or separately, regardless of the order of appointment, perform the following acts in the Federative Republic of Brazil, in and out of Court:

- (a) represent the **Grantor** before any government entities, bodies or departments, public or private companies, and any government agencies, including the National Land Transportation Agency - the **ANTT** and the Ministry of Transportation, to establish and hold negotiations with such public entities, agencies, bureaus, or departments to receive service of process and notices of any kind, to request and/or procure consultations, to apply for certificates and other documents, and to perform the acts necessary for the completion of the bidding procedure described in **Concession Public Tender Notice** No. **[•]/[•]**, including to access and operate the **B3 Auction Platform**, to enter, replace, delete, and submit documents and information, to confirm the completion of submissions, to file appeals and waive the right to file appeals;
- (b) assume commitments and/or obligations on behalf of the **Grantor** and in any way contract, enter into agreements, and give and receive discharge on behalf of the **Grantor**;
- (c) represent the **Grantor** in defense of its interests in court, at any level of appeal and before any Court or Tribunal, including through the hiring of attorneys, with special powers to confess, compromise, waive, enter into settlements, give and receive discharge; and
- (d) at its discretion, to sub-delegate, in whole or in part, with reservation of powers, any of the powers granted herein, under such conditions as he deems or as they deem appropriate.

This power of attorney has a minimum term of validity of one (1) year from the **Date of Receipt of the Envelopes**, and must be extended for the same period, thirty (30) days prior to the expiration date, subject to the provisions of subitem 8.9.VIII, of the **Public Tender Notice**.

[place], **[•]** **[•]**, **[•]**

[Bidder]

[accredited representative(s)]

Exhibit 13 - Model Power-of-Attorney (Foreign Bidder)

By the present instrument of power of attorney, the **[Bidder]**, [name and information], hereinafter referred to as the "**Grantor**", appoints and constitutes its attorneys-in-fact, Mr. **[•]**, [name and information], to, jointly or separately, regardless of the order of appointment, perform the following acts in the Federative Republic of Brazil, in and out of Court:

- (a) represent the **Grantor** before any government entities, bodies or departments, public or private companies, and any government agencies, including the National Land Transportation Agency - the **ANTT** and the Ministry of Transportation, to establish and hold negotiations with such public entities, agencies, bureaus, or departments to receive service of process and notices of any kind, to request and/or procure consultations, to apply for certificates and other documents, and to perform the acts necessary for the completion of the bidding procedure described in **Concession Public Tender Notice** No. **[•]/[•]** including to access and operate the **B3 Auction Platform**, to enter, replace, delete, and submit documents and information, to confirm the completion of submissions, to file appeals and waive the right to file appeals;
- (b) assume commitments and/or obligations on behalf of the **Grantor** and in any way contract, enter into agreements, and give and receive discharge on behalf of the **Grantor**;
- (c) represent the **Grantor** in the defense of its interests in court, at any level of appeal and before any Court or Tribunal, including through the hiring of attorneys, with special powers to confess, compromise, waive, enter into settlements, give and receive discharge;
- (d) receive service of process for lawsuits and subpoenas or notices in administrative and judicial proceedings; and
- (e) at its discretion, to sub-delegate, in whole or in part, with reservation of powers, any of the powers granted herein, under such conditions as he deems or as they deem appropriate.

This power of attorney has a minimum term of validity of one (1) year from the **Date of Receipt of the Envelopes**, and must be extended for the same period, thirty (30) days prior to the expiration date, subject to the provisions of subitem 8.9.VIII, of the **Public Tender Notice**.

[place], **[•]** **[•]**, **[•]**

[Bidder]

[accredited representative(s)]

Exhibit 14 - Model Power-of-Attorney (Consortium Bidder)

By the present instrument of power of attorney, [Consortium Member], [name and information], hereinafter referred to as the "Grantor", appoints and constitutes, irrevocably and irrevocably, as its attorney-in-fact, the company [name and information], leader of the Consortium [Consortium Name], [name and information], to perform the following acts or grant them to authorized representatives, through specific power of attorney:

- (a) represent the **Grantor** before any government entities, bodies or departments, public or private companies, and any government agencies, including the National Land Transportation Agency - the **ANTT** and the Ministry of Transportation, to establish and hold negotiations with such public entities, agencies, bureaus, or departments to receive service of process and notices of any kind, to request and/or procure consultations, to apply for certificates and other documents, and to perform the acts necessary for the completion of the bidding procedure described in Concession **Public Tender Notice** No. [●]/[●], including to access and operate the **B3 Auction Platform**, to enter, replace, delete, and submit documents and information, to confirm the completion of submissions, to file appeals and waive the right to file appeals;
- (b) assume commitments and/or obligations on behalf of the **Grantor** and in any way contract, enter into agreements, and give and receive discharge on behalf of the **Grantor**;
- (c) represent the **Grantor** in defense of its interests in court, at any level of appeal and before any Court or Tribunal, including through the hiring of attorneys, with special powers to confess, compromise, waive, enter into settlements, give and receive discharge; and
- (d) at its discretion, to sub-delegate, in whole or in part, with reservation of powers, any of the powers granted herein, under such conditions as he deems or as they deem appropriate.

This power of attorney has a minimum term of validity of one (1) year from the **Date of Receipt of the Envelopes**, and must be extended for the same period, thirty (30) days prior to the expiration date, subject to the provisions of subitem 8.9.VIII, of the **Public Tender Notice**.

[place], [●] [●], [●]

[Bidder]

[accredited representative(s)]

Exhibit 15 - Model statement of independent preparation of Written Economic Proposal

[place], [●] [●], [●]

To the

National Land Transportation Agency ("ANTT")

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Statement of independent preparation of Written Economic Proposal

Dear Sirs,

(Identification of **Accredited Representative**), as duly appointed representative of [**Bidder**] hereinafter referred to as the ("**Bidder**"), for the purposes of the provisions of subitem 8.4.X, 8.4.IX of **Concession Public Tender Notice No. [●]/[●]**, hereby declares, under the penalties of the law, especially those provided for in article 299 of the Brazilian Penal Code, that:

- (a) the **Written Economic Proposal** submitted to participate in the **Public Tender Notice for Concession No. [●]/[●]** was independently prepared by the Bidder, and the content of the **Written Economic Proposal** was not, in whole or in part, directly or indirectly, reported, discussed with, or received from any other potential or actual participant in the **Auction**, by any means or by any person;
- (b) the intention to present the **Written Economic Proposal** prepared to participate in this **Auction** was not reported to, discussed with, or received from any other actual or potential participant in the **Auction**, by any means or by any person;
- (c) that it has not attempted, by any means or through any person, to influence the decision of any other potential or actual participants as to whether or not to participate in said **Auction**;
- (d) that the content of the **Written Economic Proposal** submitted to participate in this **Auction** shall not be, in whole or in part, directly or indirectly reported to or discussed with any other potential or actual participant in the **Auction** prior to the award of the subject matter of said **Auction**;
- (e) that the content of the **Written Economic Proposal** submitted to participate in the **Auction** has not been, in whole or in part, directly or indirectly, reported to, discussed with, or received from any member of **ANTT**, **BNDES**, **INFRA S.A.**, **B3 S.A.**, or **Ministry of Transportation** before the official opening of the **Written Economic Proposals**; and
- (f) that it is fully aware of the content and extent of this declaration and has full powers and information to support it.

[Bidder]

[accredited representative(s)]

Exhibit 16 - Model Letter of Declaration of Foreign Bidder

[place], [●] [●], [●]

To the

National Land Transportation Agency ("ANTT")

SCES Stretch 3, Lot 10

Pole 8 of the Orla

Project 70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Foreign Bidder

Dear Sirs,

In compliance with **Exhibit 5 - Qualification Documents** to the aforementioned **Public Tender Notice**, the [Bidder], characterized as a **Foreign Bidder**, by its undersigned legal representative(s), declares, under the penalties of the applicable laws and regulations, that, for its successors and assigns, that it does not operate in Brazil, per the terms of the single paragraph of article 70, of Law No. 14,133/2021, and that:

- (i) the documents listed below from the company's country of origin (NAME AND INFORMATION) are equivalent to the documents required in Concession Public Tender Notice No. [●]/[●].

<i>Description of the document from the country of origin</i>	<i>Document required in the Public Tender Notice</i>	<i>Item from the Public Tender Notice in which the document is required</i>
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- (ii) that the documents listed below do not have an equivalent document in the company's country of origin (NAME AND INFORMATION).

<i>Document required in the Public Tender Notice that has no equivalent document in the country of origin.</i>	<i>Item from the Public Tender Notice in which the document is required</i>
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Sincerely,

[Bidder]

[accredited representative(s)]

Exhibit 17 - Integrity Instrument

[place], [●] [●], [●]

To the

National Land Transportation Agency ("ANTT")

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Integrity Instrument

Dear Sirs,

Pursuant to subitem 8 of Exhibit 5 of the **Public Tender Notice** in question, the **[Bidder]**, by its undersigned legal representative(s), declares, for due purposes, that:

1. The **SPE** organized by it shall comply with federal and industry standards, as well as best practices, regarding integrity, compliance, ethics, governance, risk management, internal and external controls (monitoring, evaluation, audit, and investigation), and transparency in the conduct of the **Contract**, in particular.
 - 1.1 The provisions of Law No. 12,846/2013, Decrees No. 3,678/2000, No. 4,410/2002, No. 11,129/2022 and No. 12,304/2024, in addition to Ordinance No. 909/2015, of the Federal Comptroller General's Office - CGU, and other applicable federal standards, shall be complied with, in full, where applicable, as well as the standards that amend, supplement, or succeed the aforementioned ones.
 - 1.2 Policy for Transactions with **Related Parties**, in accordance with best corporate governance practices and those set forth in the **Contract**.
2. **SPE** undertakes to create and submit to **ANTT**, within six (6) months of signing the **Contract**, an Integrity Program, which consists of a set of internal mechanisms and procedures for integrity, auditing, and encouraging the reporting of irregularities and the effective application of codes of ethics and conduct and other policies and guidelines for integrity and the prevention of acts of corruption.
 - 2.1. The integrity program will contain at least:
 - (i) Implementation of an Ethics Code that indicates the expected behavior of all employees and officers of the **Concessionaire** and related third parties, such as suppliers and service

providers, as well as those conducts that must be avoided;

- (ii) Complementary training of employees about the Integrity Program;
 - (iii) A reporting channel with broad dissemination and access, as well as confidentiality rules to protect the reporters; and
 - (iv) Policies and actions adopted by the **Concessionaire** for the prevention of fraud and criminal and administrative offenses.
- 2.2. **SPE** must, additionally, within the same term of the Integrity Program creation, obtain the ISO 37001 certification or, alternatively, the Pro -Ethics seal of the Federal Comptroller General – CGU, or one that replaces it.
- 2.3. In the eventual edition of norms on the subject by the **Granting Authority**, they shall prevail over the **Contract**.
- 2.4. In complying with item 2, **SPE** must follow the “practice-or-explain” model, that is, in case it decides not to comply with a certain practice, it must publicly explain, in a detailed way, the reasons that supports its conduct.
- 2.5. The explanation must be reasoned, clear, precise and congruent and should contain cost-benefit and cost-efficiency analysis related to the adoption of the standards, based on the context and particularities of the **Concessionaire** and/or the **Concession** object.
3. For the performance of this **Contract**, neither party may offer, give, or undertake to give to any person, or accept or undertake to accept from anyone, directly or indirectly, personally or through another, any payment, donation, compensation, financial or non-financial advantages, or benefits of any kind constituting an illegal or corrupt practice under the laws of Brazil and the countries in which it has carried out transactions or legal acts, either directly or indirectly, with respect to the subject matter of this **Contract**, and must guarantee, further, that its agents and staff members act in the same manner.
4. Use of resources, assets, and funds of illicit or doubtful origin shall be prohibited.
5. Enrollment in the National Register of Unsuitable and Suspended Companies - CEIS shall be an impediment to the execution of the **Contract**.

[Bidder]

[accredited representative(s)]

**Exhibit 18 - Declaration of Reservation of Positions for Disabled Persons or for Social Security
Rehabilitated Persons**

[place], [●] [●], [●]

To the

National Land Transportation Agency ("ANTT")

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

**Re: Concession Public Tender Notice No. [●]/[●] - Declaration of Reservation of Positions for Disabled Persons
or for Social Security Rehabilitated Persons**

Dear Sirs,

Pursuant to the **Public Tender Notice** in question, the **[Bidder]**, by its undersigned legal representative(s), declares, under the penalties of the applicable legislation, that it fulfills with the reserve of positions foreseen by law for disabled or for Social Security rehabilitated people and that it fulfills with the accessibility rules provided for in the legislation, as set in article 93 of Law No. 8,213 of July, 24, 1991.

[Bidder]

[accredited representative(s)]

Exhibit 19 - Operational Transition Plan

The **Operational Transition Plan** shall provide for, at a minimum:

- a. Identification of the technical and operational documentation required for the transition;
- b. Indication of the general operational transition procedures regarding the time of transfer of the concession - change in management;
- c. Planning of the holding of inventory of contracts and service providers;
- d. The period necessary for the **Concessionaire** to assess its interest in assuming existing contracts, as well as planning for this assumption, if feasible;
- e. The operational measures necessary for the assumption of administrative activities;
- f. Identification of licenses and software required for the continuity of the public service granted;
- g. Identification of human resources that may be hired by the **Concessionaire**;
- h. Creation of positive relationships with key stakeholders;
- i. The means of interaction with stakeholders, as well as the means of obtaining information from them, such as forums, focus groups, opinion polls, electronic means of interaction, etc;
- j. The Work Plan containing the planning and schedule of the transition activities, respecting the deadline provided for in subitem 3.1 of **Exhibit 7** of the **Contract**.

Exhibit 20 - Final Economic Proposal Ratification Template

[place], [●] [●], [●]

To the

National Land Transportation Agency (“**ANTT**”)

SCES Stretch 3, Lot 10

Pole 8 of the Orla Project

70.200-003, Brasília/DF

Re: Concession Public Tender Notice No. [●]/[●] - Letter of Ratification of the Final Economic Proposal

Dear Sirs,

The (NAME AND IDENTIFICATION OF THE BIDDER), for the purposes of **Concession** Public Tender Notice No. [●]/[●], hereby ratifies its **Final Economic Proposal**, proposing, unconditionally, irrevocably and irreversibly, the **Discount on the Basic Toll Fare** of [●] percent ([●], in accordance with the terms and conditions contemplated in the **Public Tender Notice**.

[Bidder]

[accredited representative(s)]

Exhibit 21 - Auction Procedures Manual

This **Exhibit** shall be made available on the electronic websites of the **ANTT** at www.antt.gov.br and of the **B3 S.A.**, at www.b3.com.br.

Exhibit 22 - Auction Schedule

This **Exhibit** shall be made available on the electronic websites of the **ANTT** at www.antt.gov.br and of the **B3 S.A.**, at www.b3.com.br.

Part VII – Draft Contract

This **document** shall be made available separately.